

**CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2013-038

DOEL SITE PLAN AGREEMENT

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
SITE PLAN CONTROL AGREEMENT**

BETWEEN

**Alexander James Doel and Carolyn Virginia Doel
149 Cats Cove, RR5
Perth, ON K7H 3C7**

Hereinafter called the "Owners"

OF THE FIRST PART

-and-

**CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY
310 Port Elmsley Road, RR #5
Perth, Ontario K7H 3C7**

Hereinafter called the "Corporation"

OF THE SECOND PART

WHEREAS pursuant to Section 41(7) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, a municipality may enter into a Site Plan Control Agreement with a property owner for the works described therein;

AND WHEREAS the Council of the Township of Drummond/North Elmsley has deemed it expedient to enter into a Site Plan Control Agreement with the Owners to control the orderly development of the Owners lands;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. That the Council of the Corporation of the Township of Drummond/North Elmsley agrees to enter into a Site Plan Control Agreement with the Owners in substantially the same form as per the attached Schedule "A".
2. That the Reeve and the Clerk of the Township are hereby authorized and directed on behalf of the Township of Drummond/North Elmsley to execute all documents and take whatever steps as may be required to give effect to this by-law.

SITE PLAN CONTROL AGREEMENT: JAMES & CAROLYN DOEL
WESTPOINT DRIVE, LOT 18, PLAN 27M-9, GEOGRAPHIC NORTH ELMSLEY
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

3. That Schedule "A" attached hereto form part of this by-law.

Read a first, second and third time and passed 13th day of August, 2013.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

Schedule "A" to By-law No. 2013-038

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this 13th day of August 2013

BETWEEN

**Alexander James Doel and Carolyn Virginia Doel
149 Cats Cove, RR5
Perth, ON K7H 3C7**

Hereinafter called the Owner

OF THE FIRST PART

-and-

**CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY
310 Port Elmsley Road, RR5
Perth, ON K7H 3C7**

Hereinafter called the Corporation

OF THE SECOND PART

WHEREAS the Owner represents and warrants that it is the Owner of the lands described in Schedule A attached hereto (hereinafter called "**the said lands**") which are the lands affected by this Agreement.

AND WHEREAS the Owner represents and warrants that there are no encumbrances on or against the said lands except Charge #LC123711 in favour of Beverley Jean Kyle, Easement #LT20852 and Subdivision Agreement #LT20849 which specifically pertains to certain aspects of the development, hereinafter called the "Subdivision Agreement".

AND WHEREAS the Owner wishes to undertake the development on the said lands in accordance with the Site Plan attached hereto as Schedule B hereinafter called the Site Plan.

AND WHEREAS the said lands abut the Rideau Canal National Historic Site and a portion of the McLean's Bay Provincially Significant Wetland.

AND WHEREAS the Corporation required the Owner to enter into this Site Plan Control Agreement to control the orderly development of the said lands pursuant to Sections 41(7) and 41(10) of the *Planning Act RSO 1990 c. P.13* and the Reeve and Clerk have been authorized to complete this Site Plan Agreement (herein referred to as the "Agreement") in accordance with

the authority provided under By-law 2013-038

NOW THEREFORE this Agreement witnesseth that in consideration of other valuable consideration and the sum of two (\$2.00) Dollars (the receipt whereof by the Owner is hereby acknowledged), the Owner hereby covenants and agrees with the Corporation as follows:

1. The lands affected by this Agreement are described in Schedule A attached hereto.
2. In this Agreement, the Owner shall include any owner of the said lands from time to time.

USE OF LANDS

3. The Owner shall construct the proposed development in conformity in all respects with this Agreement and with the Site Plan which forms part of this agreement as Schedule B. No buildings or works shall be erected on the lands other than those erected in conformity with the Site Plan, and no site disturbance or site alteration shall occur other than what is shown on the Site Plan.
4. A single detached dwelling, with a maximum built footprint of 291 square metres shall be permitted on the said land, in accordance with the Corporation's zoning policies and the Subdivision Agreement.
5. Two accessory structures are hereby permitted on the said lands within the locations specified in Schedule B, provided they meet all provisions of the Corporation's Zoning By-law. Prior to the issuance of a building permit for any such structure, the Owner shall have applied for and received any relief that may be required from the provisions of the Zoning By-law through a minor variance or site specific zoning amendment, as the case may be.

DEVELOPMENT OF LANDS

6. All buildings and structures on the said lands shall be placed above 124.81 (accounting for 124.51 flood elevation +.3 metre free board) the existing flood elevations of the Rideau waterway, as defined by the Rideau Valley Conservation Authority. Prior to footings being poured on any structure, the Owner shall provide evidence to the Corporation that the structure is being properly placed as identified.
7. Pursuant to Paragraph 4, the single family dwelling permitted on this lot shall be, upon completion of construction, visually consistent with the building profile provided for in Schedule "C" and shall be clad primarily in a natural wood or wood composite product.
8. The Owner shall remove or cause to be removed all fill and aggregate placed within the provincially significant wetland and on shore below 124.51 metres geodetic such that all

original grades are restored. All fill located within the water shall be removed with no additional disturbance to the lakebed or surrounding vegetation. All removed fill can be placed elsewhere on the subject property provided it is placed a minimum of 30 metres from the high water mark and above the 124.51 geodetic elevation.

9. The above referenced material shall be removed between July 2 and July 9, 2013, to the satisfaction of the Rideau Valley Conservation Authority.
10. Prior to the removal of the material referenced in the preceding two paragraphs, the Owner shall provide the Corporation, Rideau Valley Conservation Authority and Parks Canada 48 hours notice to enable representatives from these agencies to attend the site and ensure appropriate protective measures are in place. While the fill is being removed, a representative of the agencies listed shall remain on site.
11. Prior to removing fill, silt fencing and/or weighted curtain shall be placed at the fill perimeter no further than 2 meters away from where material is to be removed. Erosion and sediment controls shall remain in place until the site is restored to stable vegetation cover.
12. The Owner agrees that Parks Canada and the Rideau Valley Conservation Authority may direct removal activity to cease if they have determined that the removal activity is posing a potential threat to the wetland environment. In such an event, removal shall resume within the timelines referenced in paragraph 8 once the Rideau Valley Conservation Authority and Parks Canada are satisfied that the appropriate protective measures have been taken.
13. Once all required fill is removed from the site, protective erosion material will be placed as directed until such time that a planting/vegetative plan approved by Rideau Valley Conservation Authority and the Township can be implemented. All protective measures of silt containment are to remain in place and functional until all parties listed above authorize the removal.
14. A planting/vegetation design shall be prepared for all areas below the 124.51 metre elevation where the vegetation was recently cleared. This planting plan shall be prepared and approved to the satisfaction of the Township and Rideau Valley Conservation Authority and will consist of native vegetation whereby trees and shrubs are planted at regular intervals. To that end, the Owner agrees to the following planting schedule:
 - (1) Native trees shall be spaced at intervals no greater than 6 metres;
 - (2) Native shrubs shall be spaced at intervals no greater than 3 metres.
15. The Owner shall complete all plantings as required pursuant to Paragraph 30 to the satisfaction of the Corporation and the Rideau Valley Conservation Authority prior to

June 30th, 2014. The Rideau Valley Conservation Authority shall advise the Corporation in writing that it is satisfied that the plantings are completed to its satisfaction.

16. The Owner agrees that following the removal of the fill and planting of native vegetation referenced in the above paragraphs, all land below the 124.51 metre elevation shall be allowed to revegetate naturally and no future removal of living vegetation shall be permitted.
17. Natural drainage patterns on the site shall not be substantially altered such that additional run-off is directed into the lake or onto neighbouring properties. In order to achieve this, eaves troughing shall be installed and outlet away from the lake to a leach pit or well-vegetated area to allow for maximum infiltration. This shall be undertaken to the satisfaction of the Corporation's Chief Building Official or designate.
18. The Owner acknowledges and agrees that subsequent to this Agreement, any future development or site alteration on the said lands and adjacent wetland shall conform to all provisions contained in the Subdivision Agreement.

FINANCIAL REQUIREMENTS

19. The Owner agrees to give or cause to be given to the Corporation a performance guarantee deposit in the form of a sum in cash or a letter of credit from a chartered bank or other financial institution acceptable to the Township Treasurer in the amount of Fifty Thousand Dollars (\$50,000) which is based on the cost of site works exclusive of the building as documented in Schedule "D".
20. In the event that the Corporation finds it necessary to draw on the performance guarantee, it may access as much of the performance guarantee as necessary to recover the costs of completing any portion of the works encompassed by the guarantee as provided for herein and this shall include any legal costs associated with accessing or defending access to the funds.
21. The Performance Guarantee may be used by the Corporation, as set out herein:
 - a. for the removal of all unnaturally placed aggregate or fill as per Paragraph 8 after July 9, 2013 or,
 - b. for the installation of native trees and shrubs on the subject lands as per Paragraph 14 after June 30, 2014.
22. Prior to using any of the Performance Guarantee, the Corporation shall provide the Owner with a written notice of intent delivered by hand, courier or transmission of a facsimile or by registered mail not less than seven calendar days prior to use of the funds and the Owner agrees that the Corporation may, at any time after having given said

notice, authorize the use of all or part of any Performance Guarantee.

23. The Performance Guarantee or any unused portion thereof shall be returned or released to the Owner without interest upon completion of all of the works as provided for and described in Paragraphs 8 through 15, and inspections by the Chief Building Official and the Planner or alternates, as deemed appropriate by the Corporation and in consultation with Rideau Valley Conservation Authority, and written confirmation from the inspecting staff member(s) that the works have been completed to accepted practices and standards.

PERMITS

24. The Owner shall obtain the required building permits and ensure conformity with the Ontario Building Code and the Corporation's Planning Policies.
25. Prior to the issuance of a occupancy permit, the applicant shall obtain final approval from the Health Unit with respect to the installation of a new septic system.
26. The Owner shall ensure that any permits required by the Rideau Valley Conservation Authority and Parks Canada for certain works are received prior to the undertaking of same. Nothing in this Agreement shall be interpreted to exempt the Owner from any permits or permissions that may be required by any other applicable government agency.

DEFAULT AND ENFORCEABILITY

27. If the Development construction has not commenced within twelve (12) months of the date of registration of this Agreement on title, the Corporation shall have the right to cancel this agreement on 10 days' notice to the Owner unless the period is extended by agreement.
28. Failure by the Owner to complete the development in accordance with this Agreement within twenty four (24) months of the registration of this Agreement on title shall constitute a default, in which case the Corporation may avail itself of the remedies hereinafter prescribed.
29. This Agreement and the provisions hereof do not give to the Owner or any person acquiring any interest in the said lands (each hereinafter in this paragraph called such person) any rights against the Corporation with respect to the failure of such person to perform or fully perform any obligation under this Agreement, or the failure of the Corporation to enforce its rights against any such person in the performance of the obligation.

30. (a) All facilities and matters required by this Agreement shall be provided by the Owner to the satisfaction of, and at no expense to the Corporation, and shall be maintained to the satisfaction of the Corporation at the sole risk and expense of the Owner.
- (b) If any matter or thing required to be done by this Agreement is not done in accordance with the provisions of this Agreement and such default continues, in addition to all other remedies available to it, the Corporation may arrange to complete such matters or things, and the Corporation may recover all expenses incurred in connection with this Agreement by civil action and/or by addition to the tax account and roll of the said property if entitled to do so. The Owner hereby authorizes the Corporation and its agents to enter upon the said lands in order to complete such matters or things.
31. (a) This Agreement shall be binding upon the Owner and his or her heirs, executors, administrators, successors and assigns and the Owner or Owners from time to time of the said lands.
- (b) This Agreement may only be amended at any time with the written consent of the Corporation and the registered Owner of the said lands at the time of such amendment.
- (c) Schedules A and B form part of this Agreement.
- (d) This Agreement shall be read with any change of gender or number required by the context.
- (e) The headings in this Agreement are for convenience only and do not constitute part of the terms of this Agreement.

REGISTRATION

32. The Owner hereby authorizes the Corporation to register this Agreement against the lands described in Schedule A at the expenses of the Owner.

TRANSFERABILITY

33. For greater certainty, it is specifically acknowledged and agreed that the burden of this Agreement shall run with the said lands and be binding upon the Owner and all future Owners of the said lands and all persons claiming any interest in the said lands.

SCHEDULE A

DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES

**Lot 18, Plan 27M9,
Geographic Township of North Elmsley,
now Township of Drummond/North Elmsley, County of Lanark,
subject to utility easement over Part 22 on Plan 27R-8099 as in LT20852
[being all of PIN #05230-0235]**

**West Point Road
Geographic Township of North Elmsley
Township of Drummond/North Elmsley**

SCHEDULE B

SITE PLAN

The original can be viewed at the Township of Drummond/North Elmsley municipal office at 310 Port Elmsley Road, R. R. #5, Perth, Ontario K7H 3C7.

SITE PLAN CONTROL AGREEMENT: JAMES & CAROLYN DOEL
WESTPOINT DRIVE, LOT 18, PLAN 27M-9, GEOGRAPHIC NORTH ELMSLEY
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

SCHEDULE C
LAKE VIEW PROFILE

SCHEDULE D

FINANCIAL REQUIREMENTS AND SPECIAL CONDITIONS

1. Performance Guarantee Deposit required by Paragraph 18

\$50,000

2. List of other Township cash requirements

\$800 Site Plan Control application deposit, paid May 22nd, 2013 and will be reconciled upon the registration of this agreement when final planning, administrative and legal costs are known.

3. Special Conditions

A conditional building permit has been issued to the Owner subject to the execution of this Site Plan agreement and the registration of same on title.