

# The Corporation of the Township of Whitewater Region

## By-law Number 19-05-1175

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### **A by-law to amend By-law 98-13 of the former Corporation of Westmeath Township to remove the holding symbol and to enter into a Site Plan Agreement for Lot 4, Concession A, CFL – 280 Cads Trail**

**Whereas**, Section 34 of the Planning Act R.S.O., 1990 provides that by-laws may be passed by Municipal Council for restricting the use of lands and the erection of use of buildings except as provided for in such by-laws; and

**Whereas**, the Council of the former Corporation of Westmeath Township did, on the 17<sup>th</sup> day of June, 1998, pass By-law 98-13 to provide for the purpose and effect of regulating the use of lands and the character, location and use of buildings and the said By-law has, from time to time been amended; and

**Whereas**, Section 36 of the Planning Act R.S.O. 1990 provides that holding symbols in conjunction with any use designated may be used, and further that a holding symbol may be removed by amendment to the by-law; and

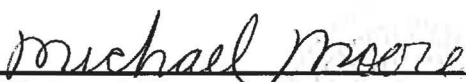
**Whereas**, Section 41 of the Planning Act, R.S.O. 1990, Chapter 13, permits municipalities to pass by-laws to designate the whole or any part of the area covered by the Official Plan as a Site Plan Control area; and


**Whereas**, Council of the Township of Whitewater Region deems it expedient and necessary to enter into a Site Plan Agreement to regulate development

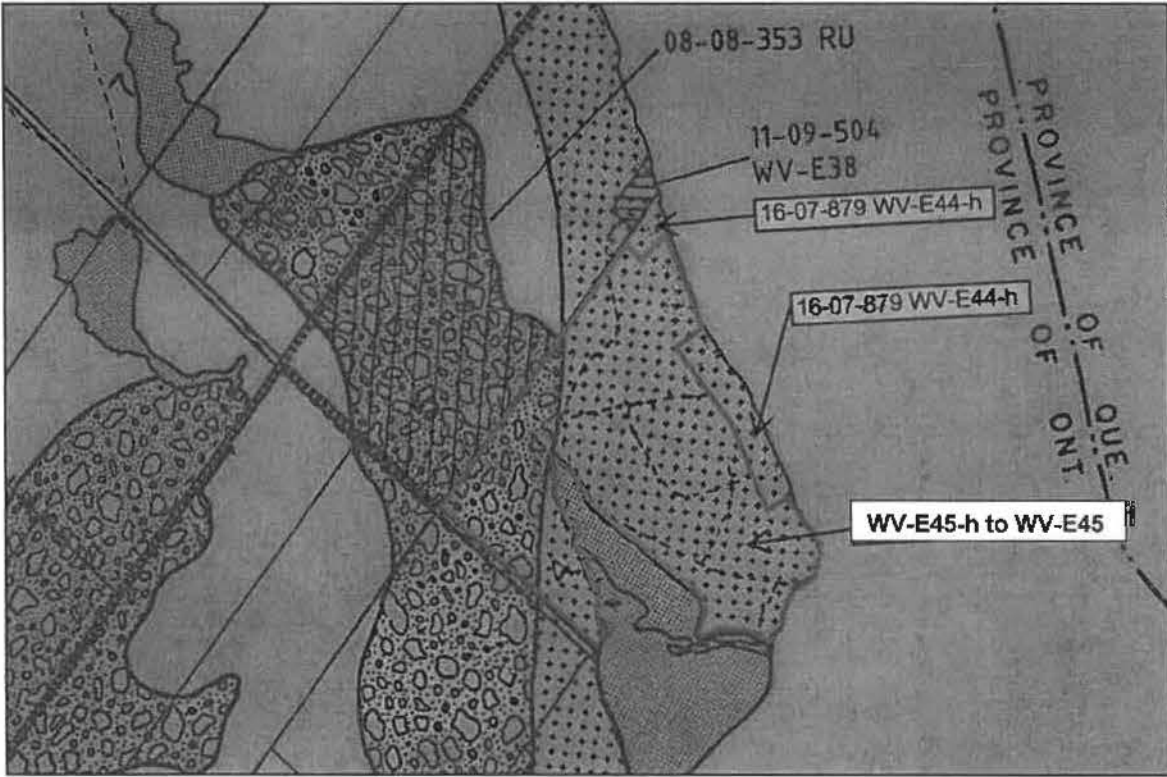
**Now therefore Council of the Corporation of the Township of Whitewater Region enacts as follows:**

1. That Schedule "A" (map 2) to By-law 98-13 of the former Corporation of Westmeath Township be amended by rezoning lands legally described as, Part 4, Concession A, CFL., now in the Township of Whitewater Region to Waterfront Vicinity-Exception Forty-Five (WV-E45) Zone as shown on Schedule "A" attached hereto.
2. That save as aforesaid all other provisions of By-law 98-13, as amended of the former Township of Westmeath shall be complied with.
3. The Mayor and the Clerk be authorized to execute the Site Plan Agreement between and Cadsbrooke Farms Limited and the Corporation of the Township of Whitewater Region.
4. The Site Plan Agreement, in the form set out as Schedule "B" attached, forms part of this by-law.
5. That this By-law shall come into force and take effect on the day of final passing thereof.

**Read a first, second and third time and finally passed this 29th day of May, 2019.**

  
\_\_\_\_\_  
Michael Moore, Mayor

  
\_\_\_\_\_  
Carmen Miller, Clerk





**SITE PLAN AGREEMENT**

**LOT 4, WESTMEATH CONCESSION A CFL  
280 CADS TRAIL**

**BETWEEN**

**CADSBROOK FARMS LIMITED**

**AND**

**THE CORPORATION OF THE  
TOWNSHIP OF WHITETWATER REGION**

**MAY 2019**

**BETWEEN:** CADSBROOK FARMS LIMITED

HEREINAFTER CALLED THE "OWNER"  
OF THE FIRST PART

**AND:** THE CORPORATION OF THE TOWNSHIP OF  
WHITEWATER REGION

HEREINAFTER CALLED THE "TOWNSHIP"  
OF THE SECOND PART

**WHEREAS** the Township of Whitewater Region has enacted Site Plan Control Provisions pursuant to the provisions of Section 41 of the *Planning Act* R.S.O. 1990, Chapter P.13, as amended;

**AND WHEREAS** the Owner is the Owner of the lands, more particularly described in the Schedule hereto annexed and marked "A", and which are hereinafter referred to as the "Site".

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the approval of the plans for the development on the subject parcel of land by the Township and the sum of Two Dollars (\$2.00) of lawful money of Canada paid by the Owner to the Township, the receipt whereof is hereby acknowledged by the Owner, the Owner and the Township agree as follows:

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**1. DEFINITIONS, LAND AND SCHEDULES**

In this Agreement:

- a) **"AGREEMENT"** shall mean this Agreement and the Schedules which shall be deemed to be covenants as though specifically set out therein;
- b) **"TOWNSHIP"** shall mean the Corporation of the Township of Whitewater Region and shall include any employee or agent authorized by the Council of the said Township to act on its behalf;
- c) **"TOWNSHIP ENGINEER"** means the Director of Public Works for the time being or such other person or persons designated by him/her;

- d) **"OWNER OR OWNERS"** includes the parties of the First Part, their heirs, executors, administrators, successors and assigns and agents thereof, contractor, or subcontractor carrying out the Work for or on behalf of the Owner or Owners;
- e) **"WORK"** shall mean any work, material, matter or thing required by this Agreement to be supplied or performed, or any part thereof and includes any work referred to in the Schedules attached herein.

The lands to which this Agreement applies are those described in Schedule "A" and shown on the plan described on Schedule "B".

The following Schedules are attached hereto and form part of this Agreement.

Schedule "A" - Description of the land to which this Agreement applies  
 Schedule "B" - Plans

## 2. GENERAL

- a) The Owner hereby agrees that the lands affected by this Agreement are those lands described in Schedule "A" to this Agreement.
- b) The Owner covenants and agrees to satisfy all conditions of approval and abide by all municipal by-laws, statutes and regulations.
- c) The Owner covenants and agrees with the Township that if the Owner sells or conveys the lands herein described as the "Site" or any part thereof that each deed of grant shall contain a covenant on the part of the grantee in such deed binding itself, its heirs, executors administrators, successors and assigns to the terms of this Agreement and to the carrying out of the Work and obligations of the Owner under this Agreement and a covenant to include a similar covenant in all subsequent deeds of grant of the said lands until the Work and obligations of the Owner under this Agreement have been fully performed. All covenants and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands herein described and every part thereof.
- d) The Owner shall cause this Agreement to be registered on the lands to which this Agreement applies, at the expense of the Owner, immediately after the execution of this Agreement before the registration of any other instrument. The Owner may apply for, but not request nor require the Township to issue building permits for the construction of the Work on the said lands, until this Agreement has been signed and registered.

## 3. BUILDING AND PLANNING REQUIREMENTS

- a) The Owner shall not commence or permit the commencement of any building or structure before the issuance to the Owner by the Township of a building permit. No building permit shall be issued until such time as this Agreement is registered.
- b) The Owner further agrees that the proposed building(s) and other Work specified in Schedule "B" attached hereto shall be erected in conformity with the said Schedules to the satisfaction of the Township except as may be otherwise specified herein or agreed to in writing by the parties, and subsequently shall be maintained in conformity with the said Schedules hereto, to the satisfaction of the Township.
- c) The Owner understands and agrees that written authority of the Township shall be obtained prior to any alterations being made which would in any way represent a departure from the specifications detailed in the said Schedules. It is also understood and agreed that failure to comply with any term or condition contained herein or with Schedule "B" attached hereto

will result in withdrawal of the building permit, in which case the Owner hereby agrees to cease all work on the herein described lands, immediately on receipt of notice by the Township of withdrawal of the building permit, until such time as written authority is obtained from the Township to proceed.

- d) The Owner agrees that it will arrange to provide and keep a copy of the said approved plans on Site on the said lands throughout the period of construction for the guidance of those employed to construct the Work.
- e) All reports and/or studies required as a result of the Work in this Agreement shall be implemented to the Township's satisfaction at the sole expense of the Owner.

#### **4. SERVICING REQUIREMENTS**

- a) It is hereby agreed that the Owner shall be responsible to construct and maintain, at its own expense, a private road to a standard as required and approved by the Director of Public Works of the Township for the purposes of providing access by emergency services and vehicles to all uses on the lands affected by this Agreement.
- b) The Owner agrees that the uses on those lands described in Schedule "A" of this Agreement are accessed by a private road, which road is not maintained by the Township and for which the Township has no responsibility for maintenance or services. It is further understood that the Township will not provide any road maintenance or services.
- c) The Owner further acknowledge and agree that the Municipality is not obliged to provide a building permit on the said lands until such time as the Township has approved the construction of the private road.
- d) The Owner covenant and agrees to advise all purchasers or lessees through the Agreements of Purchase and Sale or Agreement of Lease that this Agreement applies to the lands purchased or leased and may provide conditions on the use of the property.
- e) The Owner shall construct in accordance with Schedule "B" all Works which are necessary to provide proper drainage of all lands included in this Agreement, Such Works shall be constructed according to plans approved by the Township.

#### **5. SPECIAL CONDITIONS**

- a) The Owner agrees to abide all municipal by-laws relating to garbage and recycling pick-up.
- b) The Owner agrees to ensure that all development be made as per the engineering standards of the Township.
- c) The Owner shall meet all the requirements of the Township's Fire Department with respect to the identification, maintenance, snow removal and, if applicable, signing of fire routes and the Owner shall permit a representative of the Township's Fire Department to complete and inspection of the facility once it is built.
- d) The report titled Hydrogeological Evaluation prepared by Morey Associates Ltd., dated January 21<sup>st</sup>, 2016, is part of this Agreement, thereto is available for review at the Township of Whitewater Region, 44 Main Street, P.O. Box 40, Cobden, Ontario, K0J 1K0.

## 6. GENERAL CONDITIONS

- a) If required, the Owner shall at its own cost submit to the Ministry of the Environment for approval all plans required by the said Ministry and shall be responsible for obtaining any subsequent approvals from the Ministry of the Environment for the proposed facility or any addition thereto and shall supply the Township with copies of all approvals or conditions enforced or set by the Ministry. No building permit will be issued without receipt by the Township of the said approval.
- b) The Owner acknowledges and agrees that failure to comply with any term or condition herein may result in the Township taking such action to enforce compliance, as deemed appropriate by the Township.
- c) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, and all covenants and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands and every part thereof.
- d) In every clause of this Agreement, unless the contrary intention appears, words importing the singular number or the masculine gender only, include more persons, parties or things of the same kind than one, and females as well as males and the converse, and a word interpreted in the singular number has a corresponding meaning when used in the plural.
- e) Any notice required or permitted by this Agreement to be given by the parties hereto shall be in writing and shall be conclusively deemed to have been delivered on the date of mailing of such notice.
- f) Any such notice required to be given herein shall be in writing and shall be delivered in person or by prepaid registered mail, to the attention of the Owner and/or the Township as follows:

TO THE OWNER:

CADSBROOK FARM LIMITED  
C/O KAREN SADLIER-BROWN  
35 BOARDWALK DRIVE, SUITE 412  
TORONTO, ONTARIO M4L 3Y8

or such other address as the Owner has notified the Township Clerk in writing.

TO THE TOWNSHIP:

CORPORATION OF THE TOWNSHIP OF  
WHITEWATER REGION  
44 MAIN STREET, P.O. BOX 40  
COBDEN, ONTARIO K0J 1K0

- g) The Owner, on behalf of itself, its heirs, executors, administrators and permitted assigns, including his successors in title, covenants and agrees to indemnify and save harmless the Township from all actions, causes of actions, suits, claims or demands whatsoever which arise directly or by reason of the development of the Site and the construction and maintenance or the improper or inadequate construction and/or maintenance of the Work.
- h) All clause headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

**7. MINOR MODIFICATIONS TO THE SITE PLAN**

- a) The Owner shall notify the Township of any proposed change of use or uses on the Site before, during or after the completion of the Work required under this Agreement.
- b) Minor modifications made to this Site Plan Agreement may be approved without an amendment to this Agreement with the authorization of the Director of Public Works.

**IN WITNESS WHEREOF** the Owner hereunto set his Hand and Seal or affixed its Seal duly attested to by its proper officers in that behalf.

DATED AT THE Town Hall THIS 23rd DAY OF May, 2019.

**SIGNED, SEALED AND DELIVERED** in the presence of:

**CADSBROOK FARMS LIMITED**

[Signature]

Per: T. Dunfield

Title: Principal

Per:

Title:

**"We have the authority to bind the Corporation"**

DATED AT THE TOWNSHIP OF WHITEWATER REGION THIS 29 DAY OF May, 2019.

**SIGNED, SEALED AND DELIVERED** in the presence of:

**THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION**

Michael Moore

Michael Moore, Mayor

Carmen Miller

Carmen Miller, Clerk



**SCHEDULE "A"**

**DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES**

280 Cads Trail

Lot 4, Westmeath Concession A CFL

**SCHEDULE "B"****PLANS**

The following plans/drawings apply to this Site Plan Agreement and, except approval by the Director of Public Works, the development of the lands, the construction of all Works will be in accordance with these plans/drawings:

The following approved plans shall be deemed to form part of Schedule "B" of this agreement:

**Plans:**

Drawing No.	Drawing Description	Prepared by	Current Revision Date MM/YYYY
Site Plan I	Cadsbrook Farms Property	Morey Associates Ltd.	July 2017
Site Plan II	East Portion of Cadsbrook Farms Existing Dwellings & Septic Systems	Morey Associates Ltd.	July 2017
Site Plan III	West Portion of Cadsbrook Farms Existing Dwellings & Septic Systems	Morey Associates Ltd.	July 2017
Grading and Drainage – Figure 1	Site Plan	Morey Associates Ltd.	July 2017
Grading and Drainage – Figure 2	Notes and Details	Morey Associates Ltd.	July 2017
Septic System Design – Figure 1	Site Plan	Morey Associates Ltd.	July 2017
Septic System Design – Figure 2	Typical Cross-Section & Notes	Morey Associates Ltd.	July 2017

The original plans can be viewed at the Corporation of the Township of Whitewater Region at the following address: 44 Main Street, P. O. Box 40, Cobden, Ontario, K0J 1K0