

The Corporation of the Township of Whitewater Region

By-law Number 19-10-1218

A by-law to amend By-law 23-92 of the former Corporation of Ross Township to remove the holding symbol and to enter into a Development/Private Road Agreement for Part Lot 13 Ross Concession 12 – Voyageur Bay

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 15th day of April, 1992, pass By-law 23-92 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 enter into agreements with the property owner(s); and

Whereas, Council of the Township of Whitewater Region deems it expedient and necessary to enter into a Development Agreement and a Private Road Agreement to regulate development.

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

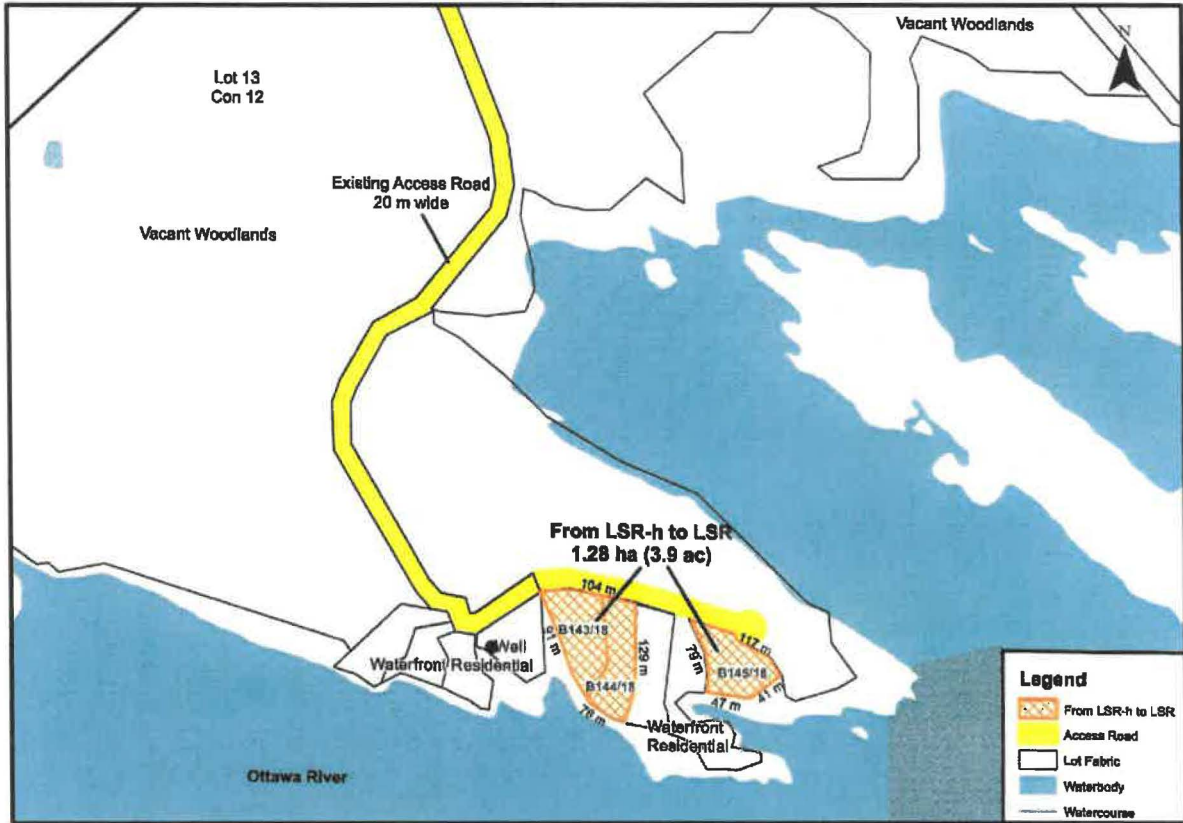
1. That Schedule "A" (map 2) to By-law 23-92 of the former Corporation of Ross Township be amended by rezoning lands legally described as, Part 13, Concession 12, now in the Township of Whitewater Region to Limited Service Residential (LSR) Zone as shown on Schedule "A" attached hereto.
2. That save as aforesaid all other provisions of By-law 23-92, as amended of the former Township of Ross shall be complied with.
3. The Mayor and the Clerk be authorized to execute the Development/Private Road Agreement between Joseph Edward Kowalski and the Corporation of the Township of Whitewater Region.
4. The Development/Private Road 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 2nd day of October, 2019.

Michael Moore
Michael Moore, Mayor

C Miller
Carmen Miller, Clerk

Schedule "A"



Schedule "B"



DEVELOPMENT/ PRIVATE ROAD AGREEMENT

**PART OF LOT 13, CONCESSION 12, ROSS
PART 1, PLAN 49R-_____**

BETWEEN

JOSEPH EDWARD KOWALSKI

AND

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

OCTOBER 2019

BETWEEN: JOSEPH EDWARD KOWALSKI

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 Owner hereby warrants that they are the owner in fee simple of the lands more particularly described in the Schedule hereto annexed and marked "A", and which are hereinafter referred to as the "Site".

AND WHEREAS the Owner has applied to the Land Division Committee of the County of Renfrew, File B143/18, for Consent pursuant to the provisions of the Planning Act, R.S.O., 1990, Chapter P.13.

AND WHEREAS the Consent application was granted by the Land Division Committee on July 8, 2019, subject to the Owner entering into a Development/Private Road Agreement with the Township regarding the matters hereinafter set out;

AND WHEREAS this Agreement is being entered into between the Joseph Edward Kowalski and the Corporation of the Township of Whitewater Region in satisfaction of the Development/ Private Road Agreement of the above noted Land Division Committee file pursuant to Sections 53 (12) and 51 (26) of the Planning Act, R.S.O. 1990, Chapter P.13.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the parties hereto) the parties hereto agree as follows:

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PART 6	PURCHASE AND SALE'S AGREEMENTS AND CONVENANTS ON TITLE
PART 7	GENERAL CONDITONS

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 "C".

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" - Agreements, Reports and Studies
- Schedule "C" - 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 agrees to ensure that all development be made as per the engineering standards of the Township.
- d) The Owner shall notify the Town of any proposed change of use or uses on the Site before, during or after the completion of the Work required under this Agreement.
- e) Minor modifications made to this Agreement may be approved without an amendment to this Agreement with the authorization of the Planner/Economic Development Officer and the Owner.
- f) The Owner hereby agrees that he shall register this Agreement against the lands as described on Schedule "A" at his expense immediately upon execution of same. Should the Owner fail to carry out the registration of same within 90 days of its execution, this Agreement shall be null and void.
- g) The Owner on behalf of himself, its successors and assigns in title, hereby covenants and agrees to indemnify and save harmless the Township from all actions, causes of action, suits, claims or demands whatsoever, which arise directly or by reason of the development of the Site herein or the construction and maintenance of the Works.

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 executed and registered.
- b) The Owner further agrees that the proposed building(s) and other Work specified in Schedule "C" attached hereto shall be erected in conformity with the said Schedules to the satisfaction of the Township 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 "C" 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 and Agreement on Site on the said lands throughout the period of construction for the guidance of those employed to construct the Work.
- e) The Owner agrees to develop the concerned parcel in strict accordance with the following reports:
 - i. Septic System Nitrate Impact Assessment prepared by Morey Associates Ltd. and dated November 21, 2018;
 - ii. Well Water Quantity and Quality Assessment prepared by Morey Associates Ltd. and dated December 12, 2018; and
 - iii. Additional Sampled Well Water Total Coliforms Testing prepared by Morey Associated Ltd. dated June 27, 2019.
- f) The Owner hereby agrees to construct at his expense, the private well and on-site septic system, to service the future dwelling on the Site in strict accordance with Schedule "C" of this Agreement.
- g) Where a house or building has been constructed on the Site, the Owner covenants and agrees that he will not occupy or allow such house or building to be occupied until the requirements with respect to the private on-site well and septic system as described in Section 3 f) have been constructed and received final inspection. The Township may take whatever action it considers appropriate to terminate such occupancy.

4. EROSION AND SEDIMENTATION CONTROL

- a) The Owner agrees that during all phases of construction which impact the substrate (foundation excavation, pouring footings, tree removal, grading building areas, etc.) including the impacts of heavy equipment, approved erosion and sedimentation control measures must be utilized between the area of construction and the waterway.
- b) The Owner agrees to install erosion and sedimentation control measures including the use of geotextile sedimentation screens, erosion blankets, straw bales, or other proven sedimentation reduction measures between the area of construction and the waterway.
- c) The Owner agrees that erosion and sedimentation control measures must be implemented without impacting the waterway during the process of installation or removal of the control measure(s).
- d) The Owner agrees to monitor the slope and/or the shoreline area daily for any signs of erosion, uprooting or sediment transport, especially after rain events. Disturbed areas should be stabilized as quickly as possible to reduce the duration and potential for erosion and/or sedimentation and construction best management practices should be followed during all stages of construction.
- e) Should any erosion, sedimentation or degradation of the substrate become evident at any stage of development or future use, the Owner is encouraged to investigate potential remediation and mitigation options as quickly as possible.

5. ROAD STANDARD AND MAINTENANCE

- a) The Owner agrees that the Site is accessed by a private road known as Voyageur Bay Trail and described as Parts 1, 2 and 3 on Plan 49R-19286, 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 does not plan to provide any road maintenance or services.
- b) The Owner agrees to construct the private road known as Voyageur Bay Trail and described as Parts 1, 2 and 3 on Plan 49R-19286, to a standard as required by and approved by the Township Engineer and further agrees to maintain the same for emergency vehicles, users, etc. and to a standard required by the Township.
- c) The Owner agrees that the Site is accessed by a seasonal road known as Pettigrew Road under the jurisdiction of the Township, which road is not maintained by the Township and for which, as described in the Agreement referenced in Section 6 b), has been deemed of satisfactory condition in order to provide the required access and emergency services to the Voyageur Bay Property or any portions thereof. Any improvement to Pettigrew Road shall be in accordance with the Agreement referenced in Section 6 b).

6. PURCHASE AND SALE'S AGREEMENTS AND CONVENANTS ON TITLE

- a) The Owner shall advise purchasers of the Site, through the Agreements of Purchase and Sale, that the following studies/reports and agreements apply to the lands purchased and may provide conditions on the use of the property:
 - i. The Road Agreement dated December 7, 2016 between Joseph Edward Kowalski and The Corporation of the Township of Whitewater Region as approved as Appendix "A" to Township By-law No. 16-10-897.
 - ii. Septic System Nitrate Impact Assessment prepared by Morey Associates Ltd. and dated November 21, 2018;
 - iii. Well Water Quantity and Quality Assessment prepared by Morey Associates Ltd. and dated December 12, 2018; and
 - iv. Additional Sampled Well Water Total Coliforms Testing prepared by Morey Associated Ltd. dated June 27, 2019.
- b) The Owner further undertakes and agrees to register the following agreements against the land to which this Agreement applies:
 - i. The Road Agreement dated December 7, 2016 between Joseph Edward Kowalski and The Corporation of the Township of Whitewater Region as approved as Appendix "A" to Township By-law No. 16-10-897.

7. GENERAL CONDITIONS

- a) 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.
- b) 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.
- c) All clause headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

d) 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: JOSEPH EDWARD KOWALSKI
WILDERNESS TOURS, P.O. BOX 89
BEACHBURG, ONTARIO K0J 1C0

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

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 _____ THIS ____ DAY OF _____, 2019.

SIGNED, SEALED AND DELIVERED in the presence of:

JOSEPH EDWARD KOWALSKI

Per:

Title:

Per:

Title:

"We have the authority to bind the Corporation"

DATED AT THE TOWNSHIP OF WHITEWATER REGION THIS ____ DAY OF _____, 2019.

SIGNED, SEALED AND DELIVERED in the presence of:

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

Michael Moore, Mayor



Carmen Miller, Clerk

SCHEDULE "A"

DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES

Part of Lot 13, Concession 12, Ross

Being Part 1, 49R-_____; together with an easement over Parts 1, 2 & 3, 49R-19286;
subject to an easement in favour of Parts 1 to 4, 49R-18889 as in RE219767;
Township of Whitewater Region.

SCHEDULE "B"

AGREEMENTS, REPORTS AND STUDIES

The following agreements, reports and studies applies to this Agreement and, except approved by the Planner/Economic Development Officer, the development of the lands, the construction of all Works will be in accordance with this report:

- 1) The Road Agreement dated December 7, 2016 between Joseph Edward Kowalski and The Corporation of the Township of Whitewater Region as approved as Appendix "A" to Township By-law No. 16-10-897;
- 2) Septic System Nitrate Impact Assessment prepared by Morey Associates Ltd. and dated November 21, 2018;
- 3) Well Water Quantity and Quality Assessment prepared by Morey Associates Ltd. and dated December 12, 2018; and
- 4) Additional Sampled Well Water Total Coliforms Testing prepared by Morey Associated Ltd. dated June 27, 2019.

The original reports/studies 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.

SCHEDULE "C"

PLANS

The following plan/drawing apply to this Agreement and, except approved by the Chief Building Official, the development of the lands, the construction of all Works will be in strict accordance with this plan/drawing:

VOYAGEUR BAY LOT 5

Notes

Tank - 1600x2= 3200L, 3600L Cement tank with effluent filter.

Pump chamber- 450L, with alarm. For Raised System.

Clay Seal- 30cm Continuous layer, Import Tested material, <35mln/cm under the entire leaching/mantle System.

T time- 8-10min/cm tested Sand.

Filter Sand- tested and approved, filter medium Sand.

Contact area/mantle area -1600x35/850 = 65.8m²

Min Loading rate required- 1600/8 =200m²

Filter Bed Area- 1600/75 = 21.33m²

There is a development agreement with the municipality which contains this approved site plan for each lot that is signed and stamped by a Registered Professional Engineer, showing the location of a dwelling, well and septic system design. Any significant deviations from the site plan may require a new site plan showing a revised dwelling, well and septic system design, that is signed and stamped by a Registered Professional Engineer prior to building or septic system approval from the Chief Building Official.


Design to meet all Requirements of Information and by-law, resolution or regulation made under clause 7 (1) (b) of the building code act 1992 which will enable the chief building official to determine whether the proposed building, construction or demolition will contravene any applicable law.

The proposed building, construction or demolition will not contravene and applicable laws.


Permit No. Approved

AUTHORIZED

JUN 10 2018



Chief Building Official



The original plans/drawings 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.

SCHEDULE "C" Cont.

PLANS

The following plan/drawing apply to this Agreement and, except approved by the Chief Building Official, the development of the lands, the construction of all Works will be in strict accordance with this plan/drawing:

- Class 4 On-Site Sewage Disposal Systems

Fixture Type	Total #	multiply	Fixture Units	Equals	
Water Closets	2	X	4	=	8
Bathtubs & Showers	2	X	1.5	=	3
Dishwasher	1	X	1.5	=	1.5
Clothes Washer	1	X	1.5	=	1.5
Laundry Tub	1	X	1.5	=	1.5
Sinks	3	X	1.5	=	4.5
Floor Drain	0	X	2	=	0
other -	0	X		=	0
Total Fixture Units					20

Daily Design Flow:
a - Total floor area of Dwelling (building) 2142 ft² divided by 10.76 = 199 m²
b - Total Fixture Units (from above chart) = 20 FU
c - Total number of Bedrooms = _____ (1br=750, 2 br=1,100, 3br=1,600, 4br=2,000) = 1600 l/d
Daily Flow (equals line c, if line a is less than 200 m² and line b is less than 20 FU) = 1600 l/d
(if line a is greater than 200 m² and/or line b is greater than 20 FU calculations will be required, calculations also required for ICI buildings)


Existing On Site Soil Conditions - Soil Type Rock
T-time = _____ min/cm Estimated Tested
depth to bedrock or high water table = System to be RAISED OR ROCK PERME

Type of System proposed: filter bed, inground leaching bed, fully raised leaching bed

Filter Beds: 8.7.5
Contact Area = $QT/850$ (daily flow X on-site T-Time/ 850) = $1600 \times 35 / 850 = 65.9 \text{ m}^2$
Filter Bed Area = $Q/75$ (minimum 10m²) = $1600 / 75 = 21.33 \text{ m}^2$

Conventional Leaching Bed: 8.7.3
Length of piping = $QT/200$ = (daily flow X on-site T-Time/ 200) = _____ m
Infiltrator System = $QT/300$ = (daily flow X on-site T-Time/ 300) = _____ m

Fully Raised Beds: 8.7.4
Contact Area = Daily design flow/ loading rate from Table 8.7.4.1.A.
= _____ / _____ = _____ m²
Length of piping = $QT/200$ = (daily flow X imported sand T-Time/ 200) = _____ m
Infiltrator System = $QT/300$ = (daily flow X imported sand T-Time/ 300) = _____ m

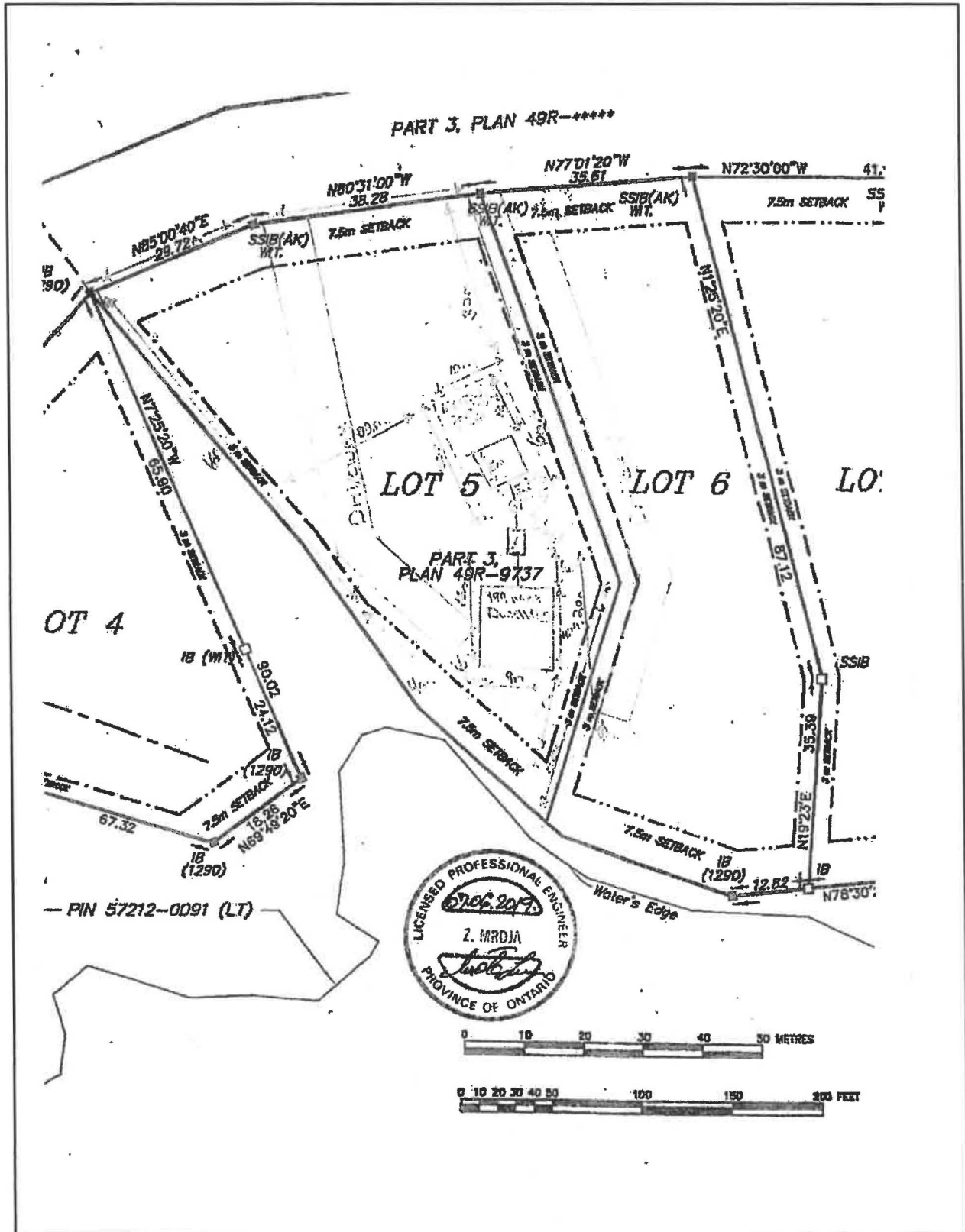


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SCHEDULE "C" Cont.

PLANS

The following plan/drawing apply to this Agreement and, except approved by the Chief Building Official, the development of the lands, the construction of all Works will be in strict accordance with this plan/drawing:



The original plans/drawings 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.