

The Corporation of the Township of Whitewater Region

By-law Number 19-10-1219

A by-law to authorize the execution of a Site Plan Agreement with Peter and Catherine Blok

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, Peter and Catherine Blok applied for a Consent Application which was approved subject to the entering into of a Site Plan Agreement to implement the requirements of the Environmental Assessment conducted by Jp2g Consultants Inc.;

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. The Mayor and the Clerk are authorized to execute the Site Plan Agreement between Peter and Catherine Blok and the Corporation of the Township of Whitewater Region.
2. That the Site Plan Agreement in the form as set out in Schedule "A", attached hereto and forms part of this by-law.
3. That this by-law shall come into force and take effect upon passing.

Read a first, second and third time and finally passed this 2nd day of October, 2019.



Michael Moore, Mayor



Carmen Miller, Clerk

Schedule "A"



SITE PLAN AGREEMENT

**PART OF LOT 10, CONCESSION 3, ROSS
PART 1, PLAN 49R-19416**

BETWEEN

PETER AND CATHERINE BLOK

AND

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

AUGUST 2019

BETWEEN: PETER AND CATHERINE BLOK

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".

AND WHEREAS the Owner has been approved a Consent Application and subsequently, a Zoning By-law Amendment Application, to permit a new vacant residential lot, subject to the entering into a Site Plan Agreement to address minimum building setbacks, erosion and sediment control and buffer areas through the implementation of best management practices.

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" - Report(s)

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) Minor modifications made to this Site Plan Agreement may be approved without an amendment to this Agreement with the authorization of the Planner/Economic Development Officer.

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.
- 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 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 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 report titled Proposed Environmental Protection Zone for 1596 Kohlsmith Road prepared by Jp2g Consultants Inc. (Ref. No. 18-7054A) and dated November 14, 2018 as well as implement the following requirements:
 - i. A 20-metre building setback from the edge of the wetland should be implemented in the zoning by-law.
 - ii. All lands within the 20-metre buffer area from the edge of the wetland should be maintained substantially in a natural vegetated state, with the exception of a pathway leading to the watercourse and wetland as well as the limbing of trees to provide for a view of the watercourse and wetland and the removal of dead or diseased trees;

- iii. Erosion and sediment control measures are critical component of the construction work. Effective sediment and erosion control measures are to be maintained until complete revegetation of disturbed areas is achieved. Silt fencing is to be installed along the edges of the work areas. It is important that fencing is properly dug-in to treat any surface water flow and is maintained as required, including removal of accumulated sediment; and
- iv. To minimize the potential for inputs of sediments and other contaminants into the watercourse or wetland and the environment in general, it is recommended that proper maintenance on construction equipment with respect to refuelling, washing and fluid changes, and proper disposal of fluids, filters and other waste materials take place greater than 30 metres from the watercourse or wetland.

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) The Owner agrees that all proposed structures will be equipped with proper eaves trough to prevent excessive runoff of rainwater from the roof of the building and the eaves trough should drain into downspouts which prevent the discharge of rainwater directly onto the sand substrate. Options for mitigating the flow out of the downspouts include the use of coarse granular gravel/crushed rock around downspout areas, running downspouts into rain barrels, extending the outflow area of each downspout through perforated PVC drainage pipe, or by other means of reducing erosion at the discharge end.
- f) 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. Immediate action to prevent further deterioration will be critical to maintaining the site in such a situation.

5. 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: PETER AND CATHERINE BLOK
 1596 KOHLSMITH ROAD
 COBDEN, ONTARIO K0J 1K0

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:

PETER AND CATHERINE BLOK

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

Michael Moore, Mayor

C Miller

Carmen Miller, Clerk

SCHEDULE "A"

DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES

Part of Lot 10, Concession 3, Ross

Part 1, Plan 49R-19416, currently being Part of Pin 57222-0127(LT)

SCHEDULE "B"

REPORT

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

- 1) Proposed Environmental Protection Zone for 1596 Kohlsmith Road prepared by Jp2g Consultants Inc. (Ref. No. 18-7054A) and dated November 14, 2018

The original report 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.