



AGENDA
AUGUSTA TOWNSHIP
PLANNING ADVISORY COMMITTEE MEETING
November 7th, 2019 at 6:30 p.m.

1. Call to Order
2. Approval of Agenda
3. Disclosure of Interest
4. Approval of Minutes of September 19th, 2019
5. Business Arising from the Minutes
6. Severance Applications
 - 6.1 Severance application B-77-19 Melissa Miller
7. Zoning By-Law and Site Plan Agreement:
 - 7.1 Site Plan Control Application- Dave Marshall
8. Other Business
 - 8.1 Maintenance and Care of Property By-Law- Recommendation to Council
9. Adjournment
10. Date of Next Meeting -TBA

PLANNING REPORT

To: Planning Advisory Committee
From: Marko Cekic, Land Use Planner
Date: October 24, 2019
Re: Consent Application B-77-19 – Melissa Miller

Recommendation:

That Council recommend to the Land Division Committee of the United Counties of Leeds and Grenville that consent application B-77-19 be approved subject to the following conditions:

1. The balance of any outstanding taxes, including penalties and interest, (any local improvement charges, if applicable) shall be paid to Augusta Township.
2. An acceptable reference plan or legal description of the severed lands and the deed or instrument conveying the severed lands shall be submitted to Augusta Township.
3. That the applicant submits the required cash-in-lieu of parkland levy of \$500 per lot to Augusta Township.
4. That a Land Use Compatibility Study be prepared by a qualified professional. The study shall contain a Hydrogeological Investigation conducted by a qualified professional and must demonstrate that the proposed non-extraction development can be adequately serviced by private water and sewer services in a manner which will not impede continued existing and any proposed extraction operations. The study shall also contain a Noise and Vibration study carried out by a qualified professional that demonstrates that the proposed development can be proceed without impeding the continued operation of the pit and any potential future operations The Hydrogeological Investigation and Noise and Vibration Study can be completed as one Land Use Compatibility Study or separately.
5. That an Environmental Impact Study, which demonstrates there will be no negative impacts on the Significant Woodlands or their ecological function, be prepared by a qualified professional.
6. That favourable comments are received from circulated commenting agencies.
7. That the road allowance for South Campbell Road be widened along the frontage of the severed lands, as required, to 10 metres from the centerline of the road, and that a Transfer/Deed of Land conveying the said lands to Augusta Township be prepared and executed.

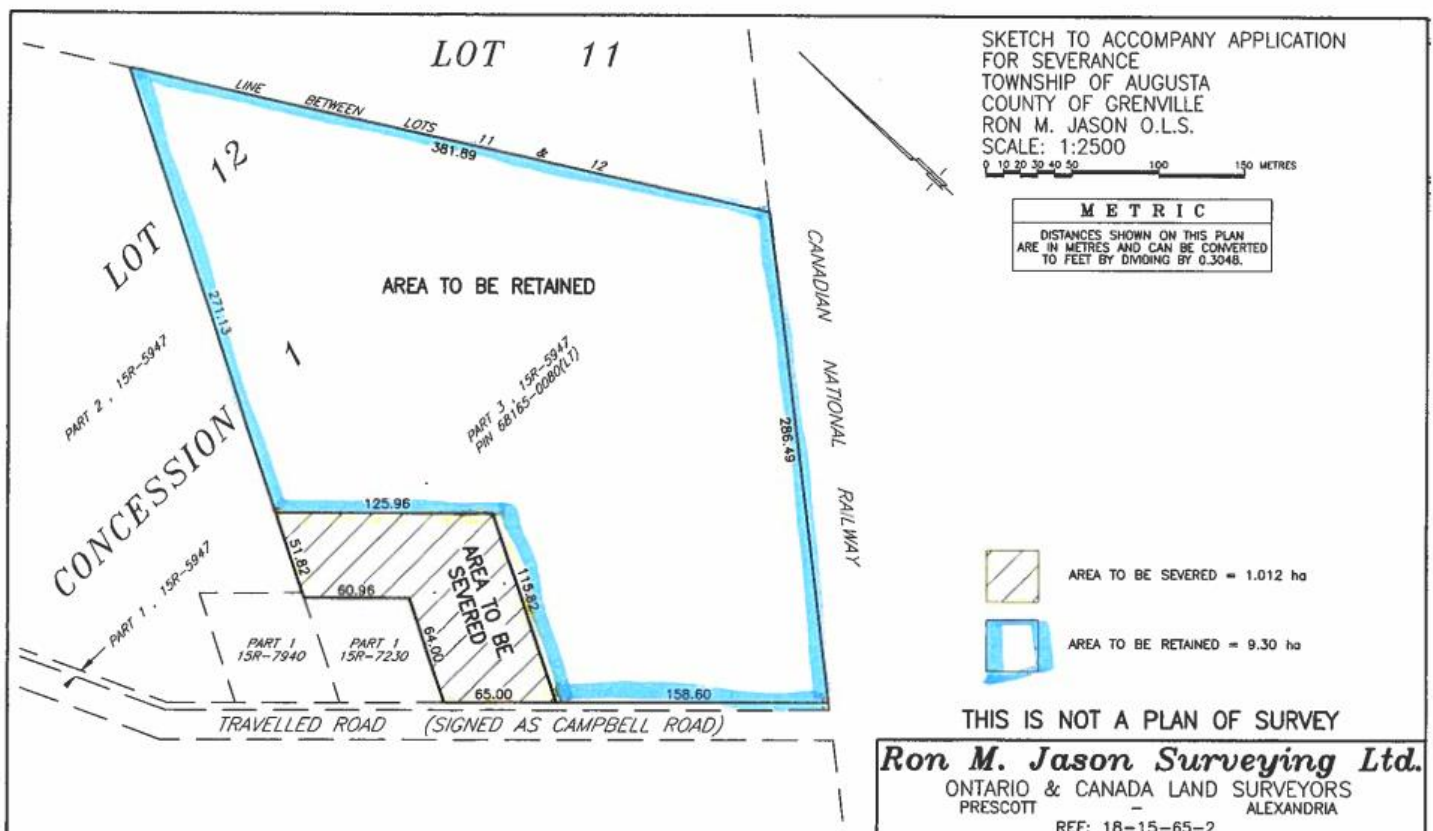
1.0 PURPOSE OF THE APPLICATION

Consent application B-77-19, submitted by Melissa Miller, has been received from the United Counties of Leeds and Grenville and proposes to create one new residential lot and one retained lot.

2.0 BACKGROUND

The subject lands are legally described as PT LT 12 CON 1 AUGUSTA PT 3 15R5947 EXCEPT PT 1 15R7230; AUGUSTA (Roll# 070600005502808) and municipally known as 1529 South Campbell Road in Augusta Township. The subject lands are currently vacant. The applicant proposes the creation of a new parcel of land with a single detached residential dwelling, while the retained lands are intended to remain vacant. The subject lands have a total area of approximately 10.312 hectares. The proposed severed lot would have an area of approximately 1.012 hectares with approximately 65 metres of frontage on South Campbell Road. The proposed retained lot would have an area of approximately 9.3 hectares with roughly 158.6 metres of frontage on South Campbell Road. Figure 1 below provides an overview of the proposed consent.

Figure 1: Proposed Consent B-77-19



3.0 POLICY FRAMEWORK AND REGULATORY CONTROL REVIEW

3.1 Provincial Policy Statement

Matters of provincial interest are addressed in Section 2 of the Planning Act and through the Provincial Policy Statement 2014 (PPS) issued under the authority of Section 3 of the Planning Act. The Planning Act requires that planning matters “be consistent with” the PPS. The subject lands are designated Rural in the Township of Augusta Official Plan. The PPS permits limited residential development on rural lands. The consent application is consistent with Section 1.1.4 of the PPS as the severed and the retained parcel are compatible with the rural landscape and can be sustained by rural servicing levels. Additional municipal services are not anticipated to be required as a result of the proposed consents.

Section 2.1 of the PPS requires that natural features and areas shall be protected for the long term and prohibits development and site alteration in, and adjacent to, significant woodlands unless it has been demonstrated that there will be no negative impacts on the natural features or their ecological function. Due to the presence of significant woodlands on the subject lands, an Environmental Impact Study (EIS) must be completed in support of the application.

The proposal is considered to be consistent with the applicable provisions of the PPS, subject to the findings of the EIS and provided that favourable review comments are received from other commenting agencies.

3.2 United Counties of Leeds and Grenville Official Plan

The proposed severed and retained lands are designated Rural Lands pursuant to Schedule A of the United County of Leeds and Grenville Official Plan (UCLG Official Plan). The UCLG Official Plan permits limited residential development in the Rural Lands designation provided it is defined in the local municipal Official Plan. The UCLG Official Plan further provides that municipalities can promote limited development that is compatible with the rural landscape and character and can be sustained by rural service levels, which generally includes individual on-site sewage and individual on-site water services. Finally, the UCLG Official Plan provides that municipalities can accommodate development that is appropriate to the infrastructure which is planned or available and avoid the need for the unjustified and/or uneconomical expansion of infrastructure.

The UCLG Official Plan requires local municipalities to establish policies in their Official Plans related to rural residential development which may be accommodated on rural lands without compromising the rural character of these lands. The Township of Augusta Official Plan has incorporated these policies and the proposed consents are compatible with the rural character of the surrounding lands.

The UCLG Plan prohibits development and site alteration in or adjacent to significant woodlands unless it has been demonstrated that there will be no negative impacts on the natural features or their ecological function through the preparation of an EIS. As previously noted, an EIS must be completed in support of the application.

The proposed consent is considered consistent with the UCLG Official Plan, subject to the findings of the EIS and provided that favourable comments are received from commenting agencies.

3.3 Township of Augusta Official Plan

The severed and retained lands are designated Rural pursuant to the Township of Augusta Official Plan (Official Plan). The Official Plan permits the creation of new residential lots provided they can be adequately serviced with private water and waste water services. In order to demonstrate that the proposed development can be adequately serviced with private water and waste water services, it is reasonable to require that a Hydrogeological Investigation, conducted separately or as part of the Land compatibility Study discussed below, be prepared to demonstrate the same. Comments from the Health Unit will demonstrate if the lots can be adequately serviced with waste water services.

The subject lands are located adjacent to a Mineral Aggregate Resource Policy Area that is utilized for a licensed quarry operation. Pursuant to Sections 5.2.5.2 and 5.2.5.3 of the Official Plan, development within 500 metres of a quarry operation, including the creation of new lots, is only permitted subject to favourable findings from a Land Use Compatibility Study. The study shall contain a Hydrogeological Investigation conducted by a qualified professional and must demonstrate that the proposed non-extraction development can be adequately serviced by private water and sewer services in a manner which will not impede continued existing and any proposed extraction operations. The study shall also contain a Noise and Vibration study carried out by a qualified professional that demonstrates that the proposed development can proceed without impeding the continued operation of the quarry and any potential future operations. The Hydrogeological Investigation and Noise and Vibration Study can be completed as one Land Use Compatibility Study or separately.

The Official Plan provides that development may be permitted in accordance with the underlying land use designation in significant woodlands or on adjacent lands within 120 metres, only if it has been demonstrated that there will be no negative impacts on the natural features or on the ecological functions. As previously noted, an Environmental Impact Study (EIS) must be completed in support of the application.

The subject lands appear to be located adjacent to a railway line. Further to section 7.7.2 of the Official Plan, it is anticipated that the Canadian National Railway Co., owner of the railway line, will comment on the requirement for noise and/or vibration studies to assess the impact on the proposed sensitive land use within minimum distances as identified in Ministry of Environment Guidelines (Publication LU-131, Noise Assessment Criteria in Land Use Planning). Noise and vibration attenuation measures are to be implemented as required.

The proposed consent is considered to be in conformity with the purpose and intent of the Official Plan, subject to the findings of the EIS, Land Use Compatibility Study, and favourable comments from circulated commenting agencies.

3.4 Zoning By-law No. 2965

The subject lands are zoned Rural (RU) pursuant to Zoning By-law No. 2965 (Zoning By-law) and the proposed uses are permitted within the RU zone. Based on the sketch provided with the application, it is anticipated that the severed and the retained lot will conform to the relevant zoning standards in Section 7.17.2 of the Zoning By-law, including the minimum required lot frontage and lot area.

Pursuant to Section 6.42.5 of the Zoning By-law, sensitive land uses adjacent to pits and quarries, and the creation of new lots for such uses, are only permitted given that appropriate measures have been undertaken to mitigate any adverse impacts in accordance with Section 5.2.5 of the Official Plan. As previously noted, development within 500 metres of a quarry operation is permitted by the Official Plan subject to a Land Use Compatibility Study demonstrating that the development can be adequately serviced by water and waste water services and that the proposed development can proceed without impeding the continued operation of the pit and any potential future operations.

Based on the information provided, it is anticipated that the consent application conforms to the relevant performance standards of the Zoning By-law, subject to a favourable comments from the Land Use Compatibility Study and favourable comments from other commenting agencies.

4.0 CONCLUSION AND RECOMMENDATION

Based on the review of consent application B-77-19, the proposal conforms to relevant planning policies and regulations. Any decisions to grant provisional consent should include the following conditions:

1. The balance of any outstanding taxes, including penalties and interest, (any local improvement charges, if applicable) shall be paid to Augusta Township.
2. An acceptable reference plan or legal description of the severed lands and the deed or instrument conveying the severed lands shall be submitted to Augusta Township.
3. That the applicant submits the required cash-in-lieu of parkland levy of \$500 per lot to Augusta Township.
4. That a Land Use Compatibility Study be prepared by a qualified professional. The study shall contain a Hydrogeological Investigation conducted by a qualified professional and must demonstrate that the proposed non-extraction development can be adequately serviced by private water and sewer services in a manner which will not impede continued existing and any proposed extraction operations. The study shall also contain a Noise and Vibration study carried out by a qualified professional that demonstrates that the proposed development can be proceed without impeding the continued operation of the pit and any potential future operations The Hydrogeological Investigation and Noise and Vibration Study can be completed as one Land Use Compatibility Study or separately.
5. That an Environmental Impact Study, which demonstrates there will be no negative impacts on the Significant Woodlands or their ecological function, be prepared by a qualified professional.
6. That favourable comments are received from circulated commenting agencies.
7. That the road allowance for South Campbell Road be widened along the frontage of the severed lands, as required, to 10 metres from the centerline of the road, and that a Transfer/Deed of Land conveying the said lands to Augusta Township be prepared and executed.

Respectfully submitted,

McIntosh Perry Consulting Engineers Ltd.

Prepared By:



Vithulan Vivekanandan, MES

Junior Planner

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Reviewed By:



Marko Cekic, MES Pl.

Land Use Planner

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Planning Report

To: Planning Advisory Committee
From: Marko Cekic, Land Use Planner
Date: October 31, 2019
Re: Marshall Site Plan Control Report – Hurricane Performance Shop

Recommendation:

That the Planning Advisory Committee recommend that Council approve the Site Plan Control application submitted by Dave Marshall for a commercial garage to be located on the subject lands (Roll# 070600001503101) located in part of Lot 3, Concession 3, Township of Augusta.

And that the Planning Advisory Committee recommend that Council pass a By-law authorizing the Mayor and Clerk to sign the Site Plan Agreement.

1.0 PURPOSE OF THE APPLICATION

A Site Plan Control application, submitted by Dave Marshall, has been received by the Township of Augusta. The Site Plan Control application proposes development of the Hurricane Performance Shop, a commercial garage, on the subject lands. The applicant, in addition to the Site Plan Control Application, submitted a concurrent Zoning By-law Amendment application to rezone the subject land; the Zoning By-law Amendment has been approved by Council.

2.0 BACKGROUND

The subject lands (Roll# 070600001503101) are located in part of Lot 3, Concession 3, Township of Augusta and front on County Road 18.

The applicant is proposing to develop the Hurricane Performance Shop, a commercial garage, on the subject lands, which are currently vacant. The subject lands are 1.325 acres (5,362.2 m²) in area with 46.229 m of frontage on County Road 18. The subject lands are characterized by maintained lawn, as well as trees along the southern property line. The proposed Hurricane Performance Shop has a building area of 380.5 m², and a proposed gravel parking lot area of 1111.6 m². The subject lands have recently been rezoned from Village Industrial (MV) to Village Commercial (CV) in order to accommodate the proposed use.

Surrounding land uses on the lots abutting the subject land include developed lands zoned Village Commercial and Industrial to the North, and vacant lands zoned Village Residential to the South and West. The subject lands fronts on County Road 18 to the east. The proposed development is located in a Settlement Area designation in both the United Counties of Leeds and Grenville and Augusta Official Plans. *Figure 1* and *Figure 2* on the following pages illustrate the land use context of the subject land.

Figure 1: Subject Lands

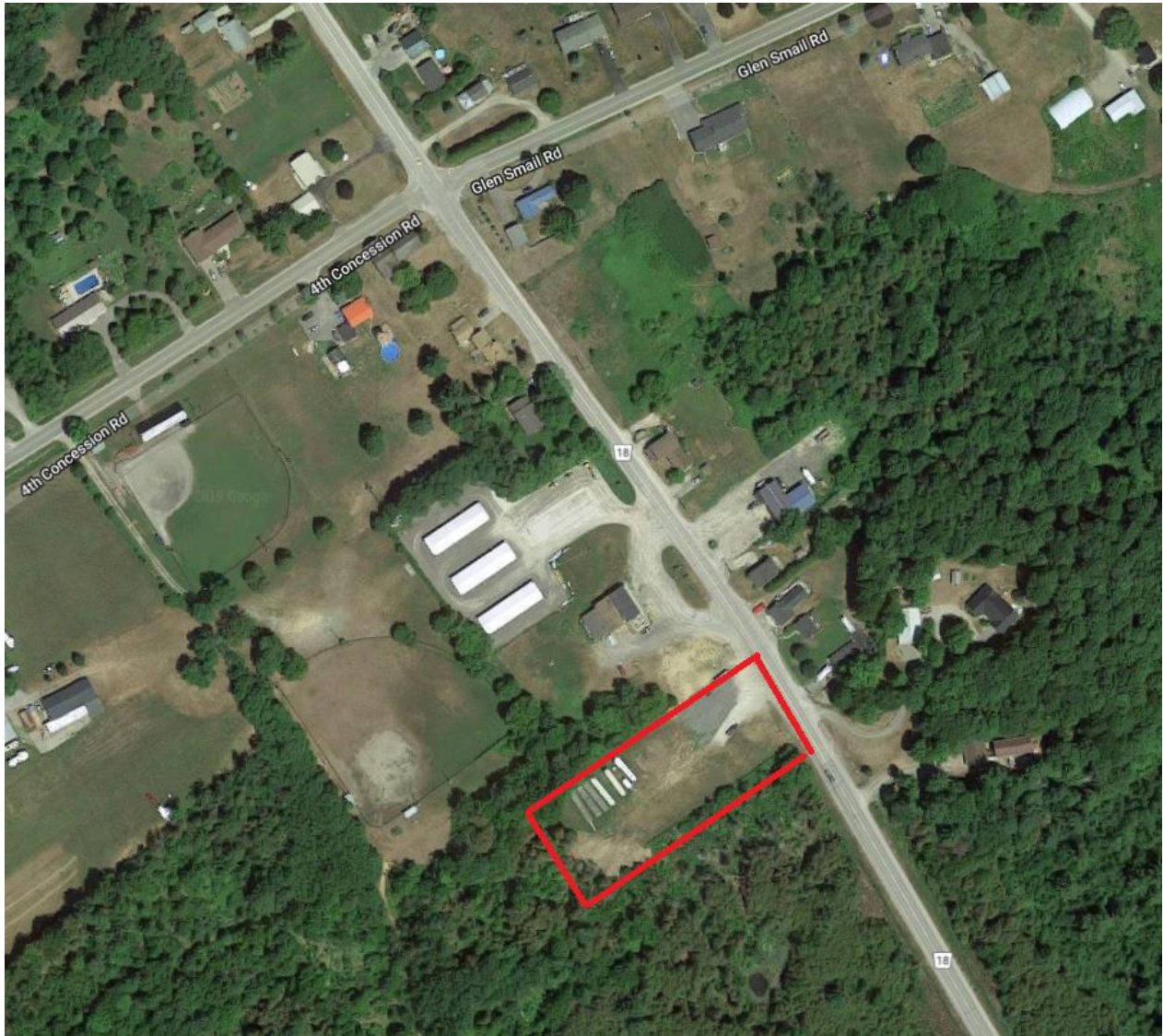
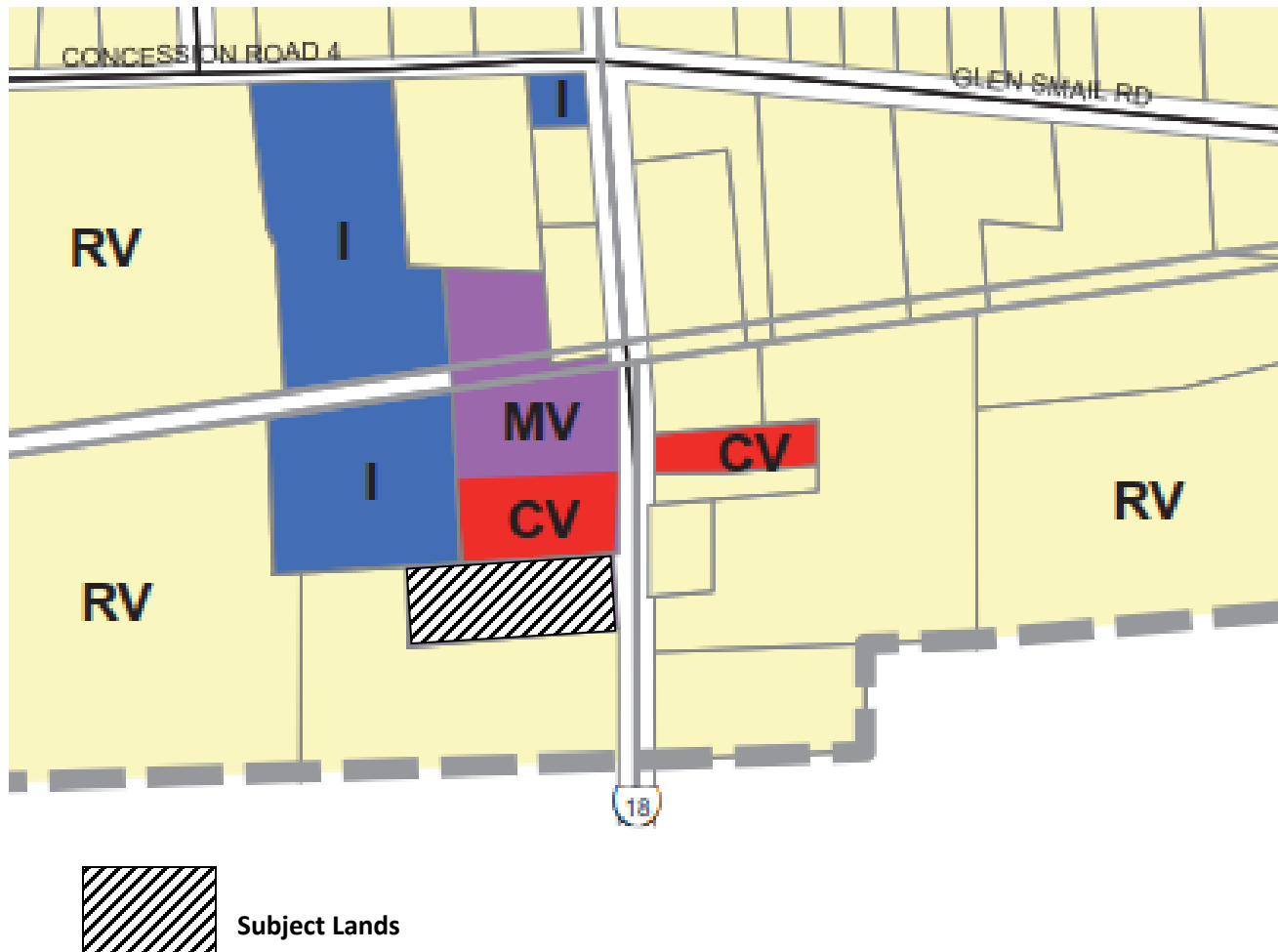


Figure 2: Excerpt from Schedule F1-Domville of Zoning By-law



3.0 POLICY FRAMEWORK AND REGULATORY CONTROL REVIEW

3.1 Provincial Policy Statement

Matters of provincial interest are addressed in Section 2 of the Planning Act and through the Provincial Policy Statement 2014 (PPS) issued under the authority of Section 3 of the Planning Act. The Planning Act requires that planning matters “be consistent with” the PPS. The subject land is designated Rural Settlement Area in the United Counties of Leeds and Grenville Official Plan (UCLG Official Plan) and Settlement Area in the Augusta Township Official Plan (Township Official Plan). The PPS promotes and directs development in settlement areas provided that the development does not result in the provision of unplanned municipal services and the development can be appropriately serviced without unanticipated impacts on municipal finances. The PPS also provides that land is used efficiently, and development does not result in negative impacts on natural heritage features.

The development will be serviced by private water and waste water services. The quality of water has been tested and confirmed to be acceptable through Public Health Ontario. The Leeds, Grenville & Lanark District

Health Unit has reviewed the septic system and issued a Sewage System Completion Certificate. Negative impacts on natural heritage features are not anticipated as a result of this development.

The proposal is considered to be consistent with the applicable provisions of the PPS.

3.2 United Counties of Leeds and Grenville Official Plan

The subject lands are designated Rural Settlement Area pursuant to Schedule A of the UCLG Official Plan. The UCLG Official Plan provides that rural settlement areas may experience growth through infilling and development of vacant lands, in addition to limited intensification.

The UCLG Official Plan requires that local municipalities establish a range of permitted uses and associated land use policies in their Official Plans related to settlement area development and the Augusta Township Official Plan has incorporated these policies. The proposed development requires no municipal water and waste water services and will be located in a Settlement Area that provides a range of permitted land uses.

The proposed development conforms to the purpose and intent of the UCLG Official Plan.

3.3 Township of Augusta Official Plan

The subject lands are designated Settlement Area pursuant to Schedule A of the Township of Augusta Official Plan. The Settlement Area designation permits various commercial uses, including the commercial garage proposed by the applicant. Section 4.2.6 of the Township Official Plan provides for a range of commercial uses, along with the use of Site Plan Control on new or expanded commercial uses to ensure that development will meet specific municipal standards, regulate physical character and ensure compatibility with established areas. The proposed development has safe access to a public road, provides adequate provision of off-street parking and satisfies development criteria as outlined in Section 9.4.4 of the Township Official Plan.

The Township Official Plan also requires that new development be properly serviced by water and waste water systems. Public Health Ontario and The Leeds, Grenville & Lanark District Health Unit have reviewed the water and waste water systems respectively in support of the proposed development.

The proposed development is considered to be in conformity with the purpose and intent of the Official Plan.

3.4 Zoning By-law No. 2965

The subject lands are zoned Village Commercial (CV) pursuant to Zoning By-law No. 2965. A Zoning By-law Amendment application was submitted currently with the Site Plan Control Application by the applicant and approved by council to rezone the subject lands from Village Industrial (MV) to Village Commercial (CV). The proposed development is a permitted use and meets the required performance standards of the CV Zone.

4.0 CONCLUSION AND RECOMMENDATION

The proposed site plan is consistent with provincial interests as expressed in the Provincial Policy Statement and conforms to the policies and objectives of the UCLG Official Plan and the Township Official Plan. Zoning

compliance for side yard requirements has been achieved through a recently approved zoning by-law amendment. It is recommended that the Committee recommends that Council approve the Site Plan Control application.

Respectfully submitted,

McIntosh Perry Consulting Engineers Ltd.

Prepared By:



Vithulan Vivekanandan, MES

Junior Planner

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Reviewed By:



Marko Cekic, MES Pl.

Land Use Planner

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SITE PLAN CONTROL AGREEMENT

**The Corporation of the
Township of Augusta**

and

Elaine Marshall

November XX, 2019

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THIS AGREEMENT made this ____ day of ____, 2019

BETWEEN:

Elaine Marshall
hereinafter called the "OWNER"
of the first part

AND:

The Corporation of the Township of Augusta
hereinafter called the "TOWNSHIP"
of the second part

WHEREAS the Council of the Corporation of the Township of Augusta has approved the application for site plan control submitted by Dave Marshall;

AND WHEREAS the Owner has represented to the Township that the lands described as in Schedule "A" and located in Part of Lot 3, Concession 3, in the Township of Augusta, are owned by the Owner;

AND WHEREAS the described lands are zoned Village Commercial (CV) under the Township's Zoning By-law 2965, as amended;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of other valuable considerations and the sum of two dollar (\$2.00) of lawful money of Canada, now paid by the Township to the Owner (receipt whereof is hereby acknowledged), the Owner hereby covenants, promises and agrees with the Township as follows:

1.0 SCHEDULES

The following are the schedules attached hereto and incorporated in this Agreement by reference and are deemed to be a part hereof:

- Schedule "A" - Legal Description of the Land to which this Agreement Applies
- Schedule "B" - Plans and Reports
- Schedule "C" - Financial Requirements
- Schedule "D" - Conditions

2.0 CONFORMITY WITH SCHEDULES

The Owner agrees to construct the proposed development in substantial conformity in all respects with the Schedules hereto which form part of this Agreement. No buildings or works shall be erected on the lands other than those erected in substantial conformity with the said Schedules. It is understood and agreed that written approval of the Township, in a form determined solely by the Township is required prior to any departure from the specifications of the said Schedules being undertaken.

3.0 COMMENCEMENT OF DEVELOPMENT

The Owner covenants that it shall not commence any development on the Land whatsoever until:

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- a) this Agreement has at the option of the Township and at the sole expense of the Owner, been registered on title against the Land;
- b) all necessary permits and authorizations have been obtained by the Owner.

4.0 SITE DEVELOPMENT

The location of the buildings and the location of other facilities such as access lanes, fencing and drainage works shall conform to the Plans attached in Schedule "B" to this Agreement, provided always that minor changes to such plans may be made by the Owner with the consent of the Township.

5.0 FINANCIAL REQUIREMENTS

5.1 Cash Requirements

The Owner covenants and agrees to pay to the Township by cheque the charges and levies set out and designated as "Cash Requirements" in Schedule "C" of this Agreement forthwith upon the execution of this Agreement unless otherwise specified, and until the same are paid, they shall constitute a charge upon the Owner's Land.

6.0 CERTIFICATE OF COMPLIANCE

Upon the substantial completion of all matters and things to be provided and maintained by the Owner pursuant to this Agreement to the satisfaction of the Township, the Owner shall be entitled to obtain a Certificate of Compliance from the Township confirming that all provisions of this Agreement have been complied with in full to the date of such Certificate.

7.0 INSURANCE

The Owner shall provide, before the execution of this Agreement, and keep in force during the construction of the works, a comprehensive policy of public liability and property damage insurance acceptable to the Township, providing insurance coverage in respect of any one occurrence to the limit of at least Two Million (\$2,000,000) Dollars exclusive of interest and costs against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property. Such policy shall name The Corporation of the Township of Augusta as a named insured thereunder. The policy shall provide coverage against all claims for all damage or injury including death to any person or persons, for damage to any property of the Township or any other public or private property resulting from or arising out of any act or omission on the part of the Owner or any of its servants or agents during the construction or installation or maintenance of any work to be performed pursuant to this Agreement. The policy shall include completed operations coverage and be maintained in effect until final approval of the works by the Township. The policy shall include blanket written contractual liability, cross liability, contingent employer's liability, personal injury endorsement, liability with respect to non-owned licensed vehicles. The Owner shall forward to the Township, prior to the signing of this Agreement by the Township, a Certificate of Liability Insurance. This Certificate of Insurance shall be signed by an authorized employee of the Insurance Company providing the insurance.

8.0 DEFAULT

The Owner acknowledges and agrees that failure to comply with any term or condition herein may result in the Township taking such action, as deemed appropriate by the Township, to enforce compliance. After having first notified the Owner, the Township may at any time authorize the use of the whole or any part of the amount of the financial security to pay the

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cost of any work that the Township's Engineer deems necessary to rectify default by the Owner or its assigns, or to pay the cost of any matter for which the Owner is liable under this Agreement, whether such cost is in relation to construction or installation of any works or service or any defects or required maintenance:

- a) In the event of a default by the Owner or its successors or assigns in the provision and maintenance of all matters and things required to be done by it pursuant to this Agreement, including warranty items, the Township may, at the expense of the Owner, enter upon the Owner's Land and do all such matters and things as are in default. The Township may by Resolution authorize the use of any or all of the financial security deposited with the Township pursuant to this Agreement to pay for the cost to the Township of carrying out such matters and things. "Cost" and "expense of the Owner" in this clause shall be the actual cost incurred by the Township plus up to 15% of such cost as a charge for overhead. Any costs incurred by the Township pursuant to this clause which are in excess of the amount of any financial security held by the Township pursuant to this Agreement shall be paid by the Owner to the Township within thirty (30) days of the mailing of an invoice by the Township to the Owner and any costs referred to in this clause may be recovered by the Township in like manner as municipal taxes pursuant to the provisions of the Municipal Act.
- b) The Owner agrees that the entry and performance of works or procedures by the Township as herein provided shall not constitute a trespass and the Township shall not be responsible for any damages caused in the performance of such work except such damages as may be directly caused by the negligence of the agents, contractors, servants or workmen of the Township.

9.0 WORK AT OWNER'S RISK

The conditions, facilities and matters as shown in Schedule "B" annexed hereto shall be provided and maintained by the Owner at his sole risk and expense and to the satisfaction of the Township, and that in default thereof, the provisions of the *Planning Act* and *Municipal Act* shall apply.

10.0 FACILITIES AND WORK TO BE PROVIDED

The Owner covenants and agrees to provide and maintain, at its sole expense, each and every facility, work or other matter illustrated on the schedules attached hereto or otherwise required by the terms of this Agreement, all to the satisfaction of the Township. The Owner further agrees to engage qualified professionals, where required, to advise, to design and to carry out any of the work undertaken under the terms of this Agreement. Without in any way limiting the generality of the foregoing, the Owner covenants and agrees with the Township to:

- a) grade, alter in elevation and/or contour the Land, construct a storm sewer system and make sufficient outlet to adequately serve the Land and the development proposed thereon in accordance with the plans attached in Schedule "B" annexed hereto;
- b) landscape, plant, and maintain all of the Land to be developed hereunder not required for building, parking, roads, walkways, or patios so as at all times to provide effective green areas enhancing the general appearance of the development contemplated herein, said planting and landscaping shall be in accordance with the Site Plan as approved by the Township as illustrated in Schedule "B" annexed hereto;

11.0 COMPLIANCE WITH OTHER REGULATIONS

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Nothing in this Agreement shall exempt the Owner from complying with the requirements of any valid, current and relevant by-law and legislation affecting the Land, or from applying for and obtaining any permit, license, permission, authority or approval required by the Township or by any other restrictions lawfully imposed by an authority having jurisdiction to make such restrictions.

12.0 SUCCESSORS AND ASSIGNS

The covenants, agreements and conditions herein contained on the part of the Owner shall run with the land and shall be binding upon the parties hereto and their successors and assigns.

13.0 INDEMNIFICATION

The Owner shall indemnify the Township and each of its officers, servants and agents from all loss, damage(s), costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, arising from or in consequence of the execution, non-execution or imperfect execution of any of the work hereinbefore mentioned or of the supply nor non-supply of materials therefore, whether such loss, damage(s), costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence or without negligence on the part of the Owner or its contractors, officers, servants, or agents, or whether such loss, damage(s), costs, expenses, claims, demands, actions, suits or other proceedings are occasioned to or made or brought against the Owner or its contractor, officers, servants or agents, or the Township, its officers, servants or agents.

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

DATED AT THE TOWNSHIP OF AUGUSTA this ____ day of _____, 2019.

SIGNED, SEALED AND DELIVERED)
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in the presence of)
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Elaine Marshall
(I have authority to bind the Corporation)

IN WITNESS WHEREOF the Corporation of the Township of Augusta has hereunto affixed its Corporate Seal duly attested to by its Mayor and **Clerk**.

DATED AT the Township of Augusta this ____ day of _____, 2019.

SIGNED, SEALED AND DELIVERED)
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in the presence of)
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**THE CORPORATION OF THE
TOWNSHIP OF AUGUSTA**

Per:

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Mayor

Per:

CAO

DRAFT

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SCHEDULE "A"

Legal Description of the Land to which this Agreement Applies

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Augusta and **BEING COMPOSED** of:

INSERT DESCRIPTION

Part of Lot 3, Concession 3, Geographic Township of Augusta,
Part 1 on Plan 15R7471,
Township of Augusta, United Counties of Leeds and Grenville
Roll No. 070600001503101000

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SCHEDULE "B"

Plans and Reports

The Site Plan approval is comprised of the following plans and reports, which may be amended from time to time, as approved by the Township of Augusta.

Plans:

1. Site Plan, Project ID Number 966, Sheet Number SP1, prepared by Annable Designs, Revision 01, Revision 01, dated July 8, 2019.
2. Architectural Plans, Project ID 942, Sheet Numbers A0.1, A1.1, A1.2, A1.3, A2.1, A2.2, A4.1, A4.1 and A5.1, prepared by Annable Designs, Revision 05, dated March 29, 2019

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SCHEDULE "C"

Financial Requirements

1.0 Cash Requirements

(i)	On account of the Township's administrative fee	\$750.00
(ii)	On account of the Township's legal fees and disbursements	\$1000.00
(iii)	On account of the Township's planning fees	\$ NIL
(v)	On account of the Township's Landscape Architect	\$ NIL
(vi)	Cash-in-lieu of parkland	\$ NIL
TOTAL CASH REQUIREMENTS		\$1750.00

2.0 Security Requirements

The Owner shall provide financial security (i.e. cash or letter of credit) to the Township for 50% of the estimated cost of site works detailed in the Applicant's Estimates of Costs as follows:

Site Preparation	\$ NIL
Storm Water Management	\$ NIL
Walkways, landscaping and fencing	\$ NIL
Exterior Lighting/Signs	\$ NIL
Parking surface (asphalt and curbs)	\$ NIL
Miscellaneous	\$ NIL
TOTAL ESTIMATED COST OF WORKS	\$ NIL
Estimated cost of construction of site works = \$ _____ x 50% =	\$ NIL
TOTAL SECURITY REQUIREMENT	\$ NIL

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SCHEDULE "D"

Conditions

Standard Conditions

1. The Owner shall enter into a site plan agreement, which shall include provisions for financial security to the satisfaction of the Township, and the following conditions. In the event that the Owner fails to enter into such agreement within 1 year, this approval shall lapse.
2. The Owner shall obtain such permits as may be required from Municipal or Counties authorities and shall file copies thereof with the Township.
3. The Owner agrees that the site shall be developed in accordance with the approved plans.
4. The Owner shall reinstate at its expense, to the satisfaction of the Township, any property of the Township, including, but not limited to roads, entrances, sidewalks and curbs, boulevards, that are damaged as a result of the subject development.
5. The Owner acknowledges and agrees to provide the Township, upon completion of all works, certification that all works have been completed in conformity with the approved plans.
6. The Owner agrees to comply with any and all requirements of the relevant utility companies.

Special Conditions

7. The Owner shall obtain a permit from the Leeds, Grenville, and Lanark District Health Unit for the Septic System.

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THE CORPORATION OF THE TOWNSHIP OF AUGUSTA BY-LAW NUMBER **xxxx-2019**

A BY-LAW RESPECTING MAINTENANCE AND CARE OF PROPERTY IN THE TOWNSHIP

WHEREAS Sections 10(2) clauses 5 & 6, 127, 128 and 131 of the Municipal Act 2001, SO 2001 c. 25 as amended authorizes municipalities to pass by-laws for requiring the cleaning and clearing of yards, for prohibiting the depositing of refuse on private and public lands; and for prohibiting automotive wrecking yards;

ANDWHEREAS Section 446 of the Municipal Act 2001, SO 2001 c. 25 permits a municipality to enact a by-law to require that a matter or thing be done by a person and in default, the matter or thing may be done by the municipality at the person's expense and further that the costs of doing so may be added to the tax rolls and collected in the same manner as taxes;

AND WHEREAS it is deemed desirable to enact this by-law to enhance the quality of communities and neighbourhoods, to protect the safety, health and well-being of the public and to protect groundwater and local environment and promote economic development in the Township of Augusta;

NOW THEREFORE the Council of the Corporation of the Township of Augusta hereby enacts as follows that:

1. Scope

This by-law shall apply to all lands within the Township of Augusta with the exception of lands zoned and used for agricultural purposes, whereby the provisions of the by-law would apply to the residential portions.

This by-law does not apply so as to prevent a farm operation or practice meeting the definition of "agricultural operation" and "normal farm practice" under the Farming and Food Production Protection Act, 1998, SO 1998, c.1 as amended from carrying out a normal farm practice as provided for and defined under that Act. Nothing in this by-law prevents the spreading of nutrients on farm fields in accordance with acceptable farm practices.

2. Definitions

- a) Administration fee means the costs incurred by the Township for the administration and enforcement of this by-law.
- b) Derelict vehicles means any car, trailer, boat, machinery any other recreational vehicle or objects or parts thereof that are inoperative, unused, discarded, in disrepair or unlicensed.
- c) Economic Development means an effort that seek to improve economic wellbeing and quality of life for a Augusta Township by creating and/or retaining jobs and supporting or growing incomes and the tax base.
- d) Excessive Vegetation means grass, weeds and other plant growth which is unsightly and causes a health risk or hazard due to fire or is a harborage for excessive harmful insects and vermin.
- e) Infestation means the overrunning of a property by vermin, rodents and destructive insects.
- f) Notice/Order means any notice or order of non-compliance issued under this by-law.
- g) Noxious Weeds means a plant that is deemed to be a noxious weed under the Weed Control Act, 1990
- h) Occupant means the registered owner of property or person for the time being managing or receiving the rent from the property, whether on his own account or on account of an agent or trustee of any person, or any one of the aforesaid.
- i) Officer means a Municipal By-Law Enforcement Officer appointed by Council of the Township of Augusta, an agent and/or his or her designate assigned the responsibility for enforcing and administering this by-law.
- j) Property means any parcel of land or registered water lot and, without limiting the generality of the foregoing, shall mean lands whether residential, commercial, industrial or institutional, and includes vacant property.
- k) Refuse or Debris means any article, thing or matter that;
 - i. has been cast aside or discarded or abandoned, whether of any value or not, or that has been used up in whole or in part, or expended, or worn out in whole or in part.
 - ii. Is visible to the naked eye to the extent it is identifiable from the road or adjacent property.
 - iii. Is likely to encumber economic development.Without restricting the generality of the foregoing, refuse or debris may include:
 - i. garbage, rubbish, junk or litter.
 - ii. excessive accumulations or piles of grass clippings, tree and garden cuttings, brush and leaves which are not part of a horticultural or composting process.
 - iii. discarded weighty or bulky materials such as stoves, refrigerators and other such appliances, furniture, furnace parts, pipes, water or fuel tanks.
 - iv. any unused, abandoned, dismantled, wrecked or inoperative vehicle or automotive parts or accessories, mechanical parts,

- unmounted or mounted tires, accessories or adjuncts to any vehicle or mechanical equipment
- v. broken concrete or asphalt pavement, patio/sidewalk slabs, unusable building materials.
- vi. discarded, unused or waste materials resulting from or as part of construction, alteration, repair or demolition of any building or structure, or old or decayed lumber.
- vii. any material or conditions that may create a health, environment, fire or accident hazard.
- l) Standing Water means water that is void of movement by either natural or artificial means but does not include standing or stagnant water in a ditch, culvert drainage work, agricultural field or other depression in the ground.
- m) Vehicle means an automobile, motorcycle, motor assisted bicycle, traction engine, farm tractor or farm machinery, road building machine, construction vehicle, bulldozer, backhoe, excavator, grader, asphalter, earth mover, compactor, crane, lift, skid steer, generator, welder, street car or other vehicle running only on rails, motorized snow vehicle, off road vehicle, trailer, boat, bicycle, or any vehicle drawn, propelled or driven by any kind of power, including but not limited to mechanical power, muscular power or wind power.
- n) .
- o) Vexatious means a complaint that is frivolous, or in bad faith with the intent to cause annoyance.

3. General Provisions

- a) Every owner of property shall comply with this standard with the exception of the Township's waste transfer stations.
- b) Complaints will be handled in a fair and reasonable manner. Anonymous or complaints considered vexatious will not be pursued.
- c) Every owner or occupant of land shall keep land free and clear of:
 - I. Any refuse, debris and waste of any kind.
 - II. Commercial waste bins or dumpsters on residential properties bins except on a temporary basis during construction or demolition projects.
 - III. Excessive vegetation and noxious weeds.
 - IV. Derelict vehicle including a trailer or any part of such vehicle shall be parked, stored or left outdoors on any property in the Township with the following exceptions:
 - i. unlicensed vehicles used primarily for agricultural purposes on with an ongoing agricultural operation;
 - ii. if the vehicle is properly enclosed in a garage or shed or other suitable enclosure.
 - iii. Property is licenced by the Municipality as a salvage shop or yard.
 - iv. Where it is a part of an automotive repair establishment on lands permitted for such under the Zoning By-law.

- v. Where vehicle is operative and has an up-to-date license plate that has been registered.
- V. Excavations or holes in land or accumulation of standing water that may create an accident or health hazard to any member of the public
- VI. The accumulation of building material visible to the public for more than 15 days without a valid permit;
- VII. A fence, retaining wall, or wood ties to become unstable or unsafe, or be rotting, crumbling, cracking, leaning, peeling or rusting;
- VIII. Infestation of any part of the property by rodents, vermin or destructive insects; and
- IX. The accumulation of uncontrolled growth, cut tree branches, dead trees, , dead bushes or other growth, , dirt piles or uncontained compost material.

4. Enforcement and Inspection

- a) This by-law shall be complaint driven.
- b) This By-law shall be enforced by Municipal By-law Enforcement Officers and is authorized and empowered to enforce the provisions of the By-law.
- c) The Municipality's goal is always to work with the property owner to achieve compliance.
- d) Upon receipt of a complaint:
 - I. An Officer acting under this By-law will determine any one or both of the following:
 - i. Whether there is compliance with this by-law
 - ii. Whether there is compliance with any order made under this By-law.
- e) The Officer may enter on land at any reasonable time for the purpose of carrying out an inspection for the purposes of making a determination of whether or not this by-law or notice of violation made under this By-law are being complied with.
Pursuant to Section 435 and 436 of the Municipal Act, SO 2001, c.25 as amended, an officer may enter upon property, at any reasonable time, for the purpose of carrying out inspections of or on such property to determine whether or not the provisions of this by-law are being complied with in accordance with the provisions of Section 426(1) of the Municipal Act, RSO 2001, c.25 as amended, no person shall hinder, interfere with, or otherwise obstruct, either directly or indirectly, an officer in the lawful exercise or power or duty under this by-law.
- f) If the By-law Enforcement Officer is satisfied that a violation or contravention this By-law has occurred, the Officer may contact the owner and will determine whether a time allowance for voluntary compliance will be sought or whether a Notice to Comply will be issued. The Officer may serve written notice upon the owner of the property, directing that the violation be remedied within a specific

period and what needs to be done. Said Notice shall be sent by registered mail to the last known address as shown on the last revised assessment rolls of the municipality or delivered personally to the registered owner or person responsible for the property. (Appendix A)

- g) Where a Notice has been sent pursuant to and the requirements of the Notice have not been complied with, the officer may order that the work be done at the expense of the registered owner. An Order shall be sent by registered mail to the last known address as shown on the last revised assessment rolls of the municipality, or delivered personally to the registered owner or person responsible for the property. (Appendix B) An invoice will be sent to the owner for reimbursement of work done to be paid within an allotted time. If not paid the expense incurred may be recovered by action or by adding the costs to the tax roll and collecting them in the same manner as taxes, pursuant to Section 446(3) of the Municipal Act, SO 2001, c. 25, as amended. The municipality has the option to apply a reasonable administration fee to this process should it be necessary.
- h) In the case of a health, safety or fire hazard, an officer may order that the hazard be removed forthwith without the Notice.
- i) In the event an officer is unable to serve a Notice and/or Order by registered mail or personally, the Notice and/or Order may be posted in a conspicuous place on the property, and the placing of the Notice and/or Order shall be deemed to be sufficient service of the Notice and/or Order on the property owner.
- j) The Officer shall have the right to enter in and upon the lands and to restore the lands and carry out remedial action specified in the Order at the owner's expense; and
 - i) shall not be liable to compensate such owner or occupant or any other person having interest in the property by reason of anything done by or on behalf of the Township under the provisions of this Section; and
 - ii) where any materials or things are removed in accordance with this Section, the materials or things may be immediately disposed of by the officer and any recovered salvage value or other actual recovery of money made upon such disposal shall be credited against costs; and
 - iii) where a vehicle has been removed, impounded, restrained or immobilized according to Section 170(15) of the Highway Traffic Act, RSO 1990, as amended, in violation of this by-law, all costs associated with the removal, impoundment, restraining or immobilization will be the responsibility of the registered owner of the vehicle.
- k) For clarity, where the owner fails to comply with an Order issued under this by-law within the time specified for compliance, the Township in addition to all other remedies:

- i. shall have the right to enter in and upon the lands and to restore the lands and carry out remedial action specified in the Order at the owner's expense; and
- ii. shall not be liable to compensate such owner or occupant or any other person having interest in the property by reason of anything done by or on behalf of the Township under the provisions of this Section; and
- iii. where any materials or things are removed in accordance with this Section, the materials or things may be immediately disposed of by the officer and any recovered salvage value or other actual recovery of money made upon such disposal shall be credited against costs; and
- iv. where a vehicle has been removed, impounded, restrained or immobilized according to Section 170(15) of the Highway Traffic Act, RSO 1990, as amended, in violation of this by-law, all costs associated with the removal, impoundment, restraining or immobilization will be the responsibility of the registered owner of the vehicle.

5. Liability

Pursuant to Section 448 of the Municipal Act, RSO 2001, c. 25 as amended, no proceeding for damages or otherwise shall be commenced against a member of Council or an officer, employee or agent of the municipality or a person acting under the instructions of the officer, employee or agent for any act done in good faith in the performance or intended performance of a duty or authority under this by-law for any alleged neglect or default in the performance in good faith of the duty or authority.

The municipality assumes no liability for property damage or personal injury resulting from remedial action or work and enforcement undertaken with respect to any person or property that is subject to this by-law.

6. Penalty

Any person who jeopardizes the health or safety of the inhabitants of the municipality or creates a public nuisance in violation of the provisions of this by-law shall be liable to a fine up to \$5,000.00 per occurrence, maximum penalty. Each calendar day a violation continues is deemed to be a separate offence.

Every person who contravenes any of the provisions of this by-law is guilty of an offence and on conviction thereof shall forfeit and pay a penalty for each such offence and every such penalty be recoverable under the Provincial Offences Act, R.S.O. 1990 c. p. 33 and amendments thereto.

Where this by-law is contravened and a conviction entered, in addition to any other remedy and to any penalty imposed, the court in which the conviction has been entered, and any court of competent jurisdiction thereafter, may make an order prohibiting the continuation or repetition of the offence by the person convicted, pursuant to Section 431 of the Municipal Act, SO 2001, c. 25, as amended.

7. APPEALS

Any owner or occupant of a property, who has been served an order, may appeal this order, or any part thereof to the Property Committee of the Corporation of the Township of Augusta.

Any owner or occupant of a property who is appealing an order, or any part thereof, to the Property Committee must do so within fourteen (14) days of the service of the order or as otherwise specified in the order. Where no appeal is filed the order shall be complied with.

8. Validity

a) Should a court of competent jurisdiction declare a part or whole of any provisions of this by-law to be invalid or of no force and effect, the provision or part is deemed severable from this by-law. It is the intention of Council that the remainder survive and be applied and enforced in accordance with its terms to the extent possible under the law so as to protect the public by ensuring a minimum standard for maintenance of yards is maintained.

b) Where a provision of this by-law conflicts with the provisions of another by-law, Act or Regulation in force within the Township of Augusta, the provisions that establish the higher standards to protect the health and safety of persons shall prevail.

Any By-law inconsistent with this By-law are hereby repealed.

This by-law shall be in force and effect upon passing.

Read a first, second, and third time and finally passed this 24 day of June, 2019

MAYOR

CLERK

NOTICE

Township of Augusta
By-law Enforcement
3560 Cty Rd 26
Prescott, ON KOE 1X0

DATE ISSUED: _____

ISSUED TO: _____

ADDRESS: _____

An inspection has revealed that a provision(s) of a municipal by-law is being contravened. You are hereby directed to correct the following violation(s) within _____ days/hours. Charges MAY be forthcoming if the violation is not corrected within the time shown above. This Notice DOES NOT authorize continuance of the violation(s).

MUNICIPAL BY-LAW	VIOLATION(S)

If you wish to discuss this matter further with the officer, please contact the undersigned at (613)925-4231.



Appendix B

TOWNSHIP OF AUGUSTA Maintenance and Care of Property BY-LAW xxxx-2019

ORDER

Township of Augusta
By-law Enforcement
3560 Cty Rd 26
Prescott, ON KOE 1X0

DATE ISSUED: _____

ISSUED TO _____

ADDRESS: _____

An inspection has revealed that a provision or provisions of a municipal by-law is being contravened. You are hereby directed to correct the following violation(s) within _____ days/hours. Charges MAY be forthcoming if the violation is not corrected within the time shown above. This Order DOES NOT authorize continuance of the violation(s).

MUNICIPAL BY-LAW	VIOLATION(S)

If you wish to discuss this matter further with the officer, please contact the undersigned at (613)925-4231.