



**THE CORPORATION OF THE TOWNSHIP OF AUGUSTA  
BY-LAW NUMBER 3553-2022**

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

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**WHEREAS** the Council of the Corporation of the Township of Augusta deems it advisable to enter into a Site Plan Control Agreement with Todd John Coville respecting the development of part of a property described as:

PT LT 25 CON 2 RP15R10653, Parts 3 to 7, 10, 11; Pt. Parts 2,8 and 9, Township of Augusta, United Counties of Leeds and Grenville  
Roll No. 070600004005110, more specifically in relation to the area of the property addressed as 2328 Second Concession Rd., which contains three (3) existing storage buildings (each 225 sq.m. in size) and a fourth storage building (225 sq.m. in size) being proposed to the west side of the three existing storage buildings.

**AND WHEREAS** Authority is granted under Section 41 of the Planning Act, RSO 1990, c.P.13, as amended, to the Council of the Corporation of the Township of Augusta to enter into such an agreement.

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

1. THAT the Corporation enter into a Site Plan Control Agreement with Todd John Coville to provide site plan control with respect to the said lands, 2328 Second Concession Rd., more particularly described in the Agreement, to permit the proposed mini-storage/warehouse building construction;
2. THAT the Mayor and the Clerk are hereby authorized to execute an appropriate agreement with Todd John Coville, with respect to development at 2328 Second Concession Rd. and the agreement be registered on title to the subject lands;
3. THAT this By-law shall come into force and effect upon the date of the final passing thereof.

Read a first, second, and third time and finally passed this 7 day of February, 2022.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK

Properties

PIN68182 - 0575    LT

DescriptionPT LT 25 CON 2 AUGUSTA PT 2, 3, 4, 5, 6, 7, 8, 9, 10 & 11 15R10653 EXCEPT PT 1  
15R10755 & PT 1, 2 & 3, 15R11564; S/T AG15873, PR5985, PR31336; TOWNSHIP OF  
AUGUSTA

AddressPRESCOTT

Consideration

Consideration\$0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

NameCOVILLE, TODD JOHN

Address for Service2502 Rocky Road, R.R 1  
Brockville, Ontario  
K6V 5T1

This document is not authorized under Power of Attorney by this party.

Party To(s)CapacityShare

NameTHE CORPORATION OF THE TOWNSHIP OF  
AUGUSTA

Address for ServiceTownship of Augusta  
3560 County Road 26  
R.R. 23  
Prescott, Ontario  
K0E 1T0

This document is being authorized by a municipal corporation Doug Malanka (Mayor) and Annette Simonian (Clerk).  
This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.  
This notice is for an indeterminate period  
The land registrar is authorized to delete the notice on the consent of the following party(ies) The Corporation of the Township of Augusta  
Schedule: See Schedules

Signed By

Scott Daniel Laushway214 King St. W. PO Box 190acting forSigned2022 11 29  
PrescottApplicant(s)  
K0E 1T0

Tel613-925-5991

Fax613-925-4533

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

LAUSHWAY LAW OFFICE214 King St. W. PO Box 1902022 11 29  
Prescott  
K0E 1T0

Tel613-925-5991

Fax613-925-4533

Fees/Taxes/Payment

Statutory Registration Fee\$69.00

Total Paid\$69.00

File Number

Applicant Client File Number :29035

*The applicant(s) hereby applies to the Land Registrar.*

<b><i>File Number</i></b>
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Party To Client File Number :                      29035

**SITE PLAN AGREEMENT**

**THIS AGREEMENT** made this       day of       , 2022.

**BETWEEN**

**THE CORPORATION OF THE TOWNSHIP OF AUGUSTA**  
(Hereinafter called "the MUNICIPALITY")  
**OF THE FIRST PART**

**-AND-**

**TODD JOHN COVILLE**  
(Hereinafter called "the OWNER")  
**OF THE SECOND PART**

**WHEREAS** the Owner(s) has applied for site plan approval on part of lands herein described in Schedule "A" of this Agreement, municipally known as 2328 Second Concession Rd., which lands also contain the Owner's residence addressed as 2502 Rocky Rd., the land area being identified as part of assessment roll 0706 000 040 05110;

**AND WHEREAS** the intent of the Owner is to construct and maintain a mini-warehouse and public storage facility, on the lands zoned RUX-12, Rural Exception 12 in the vicinity of lands addressed as 2328 Second Concession Rd., as zoned by By-law No. 3296-2017, which amended the Municipality's Zoning By-law 2965, as amended;

**AND WHEREAS** authority is granted pursuant to Section 41(7) (c) of the Planning Act to enter into agreements imposed as a condition to the approval of development;

**AND WHEREAS** the Owner(s) warrants that he/she is the Owner(s) of the lands described in Schedule "A" of this Agreement;

**AND WHEREAS** the Parties hereto have agreed that the specific provisions as set forth herein shall be met by the Owner(s) as a condition to the approval of the development of the subject lands;

**NOW THIS AGREEMENT WITNESSETH** that in consideration of the approval by Council of the Site Plan Drawing and other good and valuable consideration, the Owner hereby agrees with the Municipality as follows:

- 1. LANDS AFFECTED**  
The lands affected by this Agreement are located on part of Lot 25, Concession 2, being Parts 3 to 7, 10 and 11, Pt. Parts 2, 8 and 9 of Reference Plan 15R-10653 in the Township of Augusta, United Counties of Leeds and Grenville as shown on Schedule "A" attached hereto and forming part of this Agreement. The area of the lands affected by this agreement are as detailed under Schedule "C".

- 2. SCHEDULES TO THE AGREEMENT**  
The following Schedules are attached to and form part of this Agreement:

Title	Prepared By
Schedule A – Description of Land	Municipality
Schedule B – Security for Works	Nil.
Schedule C – Site Plan Drawing	Todd John Coville

Schedule D – Deeds or Grants of Easement	Nil.
Schedule E – Municipal Conditions	Municipality.

### 3. SCOPE OF WORK AND ADMINISTRATION:

- A. The Owner represents and warrants that he/she is the registered and beneficial owner of the Lands described in Schedule "A".
- B. The Owner covenants and agrees to prepare entirely at its own cost and expense all plans, specifications, profiles, contours, and other engineering material, drawings and data required, in the opinion of the Municipality acting reasonably, to implement this Agreement.
- C. Owner shall comply with any amendments, additions or deletions to the Site Plan Drawings that the Municipality may reasonably require after the date of this Agreement in order to better ensure the proper and orderly development of the Owner's Lands and the construction of the works and facilities required by this Agreement.
- D. The Owner covenants and agrees to construct and install and maintain all of the works, as the case may be and as more particularly set out in this Agreement.
- E. If the Owner improperly performs the work or abandons any part of the work before its completion, or unreasonably delays the work so that the conditions of this Agreement are being violated, or fails to carry out maintenance or repairs required by this Agreement, then in any such case the Clerk shall promptly notify the Owner in writing of such default, failure, delay or neglect, and if such default, failure, delay or neglect continues for fifteen (15) clear days after such notice then in that case the Municipality shall thereupon have full authority and power to immediately complete the work in accordance with good engineering or landscaping practice at the Owner's expense; and to add the cost thereof to the Collector's Roll for the said lands and to collect the said costs, with interest, in like manner as municipal taxes.
- F. The Owner shall ensure that the requirements of this Agreement and the Site Plan Drawing are brought to the attention of its contractors, employees and workers prior to the start of any construction and shall exercise due diligence at all times with respect to the design and construction of all matters associated with this project.
- G. The Owner acknowledges and agrees that all materials to be supplied by the Owner with respect to the development shall be of good quality and appropriate in design and construction for the facilities to be installed.
- H. The Owner shall deliver to the Municipality those deeds or grants of easement or rights-of-way as may be set out on Schedule "D".

### 4. OTHER APPROVALS

Prior to the commencement of any construction, the Owner shall at its own cost obtain all other permits and approvals that may be required not only from the Municipality, but also from any other agency or authority having jurisdiction including, but not limited to the applicable conservation authority, the Ministry of Transportation and the Ministry of the Environment, Conservation and Parks. The Owner further covenants and agrees that nothing in this Agreement releases the Owner from the obligation to comply with the provisions of all other by-laws of the Municipality that may now or in future be in effect.

**5. SITE PLAN DRAWING**

All construction shall comply with requirements included in Schedule "C" –Site Plan Drawing.

The Owner shall, at its sole risk and expense and to the satisfaction of the Municipality, construct, extend, install, maintain, reinstate, restore or retain all buildings, structures, other works and landscaping in compliance with the site plan drawings as set out in Schedule "C" and all other terms of this Agreement.

The Owner further acknowledges and agrees that the site plan drawing set out in Schedule "C" to this Agreement shall not be altered except by an amendment to this Agreement and shall be subject to the prior approval of the Municipality.

**6. SEWAGE DISPOSAL**

The Owner agrees to comply with the *Ontario Building Code Act* or the *Ontario Water Resources Act* whichever applies with respect to the future installation of any sanitary sewage works and further shall comply with any Environmental Compliance Approval (ECA) issued by the Ministry of the Environment, Conservation and Parks, if required. The Owner shall provide a copy of all permits or approvals issued by the approval authority to the Municipality upon demand. Any future sewage disposal installation shall not alter the lot grading and drainage as included under Schedule "C".

**7. WATER SUPPLY**

The Owner agrees to comply with the requirements of the *Ontario Water Resources Act* with respect to the future installation of any water works and further shall comply with any Environmental Compliance Approval issued by the Ministry of the Environment, Conservation and Parks. The Owner shall provide a copy of all approvals issued by the approval authority to the Municipality upon demand.

**8. DRAINAGE AND SITE ALTERATION**

Drainage and site alterations shall comply with the Grading and Stormwater Management Plan attached included/identified on Schedule "C".

The owner shall maintain grades and drainage flow in accordance with the plan and arrow direction of drainage flow as included on Schedule "C" to ensure no off-site impacts onto abutting properties. The maintenance of adequate stormwater/drainage management shall be to the satisfaction of the Municipality's Drainage Superintendent. If ever required by the Municipality's Drainage Superintendent in the future, should it be deemed that on-site drainage requires more formal consideration at any time, the Municipality's Drainage Superintendent may require the Owner to retain a qualified professional, such as a professional engineer, to prepare a stormwater/drainage management brief to ensure that no off-site impacts onto abutting properties is resulting and take any remediation measures as may be required. This shall be undertaken at the sole cost and expense of the Owner and provided forthwith upon request of the Municipality's Drainage Superintendent.

The Owner acknowledges that only very minimal alteration to the subject lands shall be permitted through minor grading and gravelling provided that the alterations do not affect the existing drainage pattern of the property. The Owner hereby agrees that no contouring, grading, filling, cutting, site alteration, or changes to elevation or paving shall be undertaken except in conformity to an approved drainage and site alteration plan and that such changes shall be by way of an amendment to this Agreement. The owner agrees that any such alterations shall be designed by a professional engineer and shall be subject to approvals as may be determined by the Municipality. Notwithstanding the above, minor changes to the plans may be made by the Owner with the consent of the Municipality. Where substantive changes are made, an amendment to the agreement may be warranted, at the direction of the Municipality.

## **9. LANDSCAPING**

The Owner agrees to provide and maintain a vegetative screening/plantings between the proposed units and the adjacent residential property to the west, to the satisfaction of the Municipality. Trees/landscaping shall be provided along the Owner's property boundary to the west, as generally shown on Schedule "C". Although the planting strip is identified in immediate proximity to the property line, it is recognized that a continuous planting strip slightly off-set from the property line may be required to ensure that the vegetative strip and the species planted will be successful. While an off-set from the west property line is possible, the intent is that the plantings afford a screening of the Owner's lands and built structures from the adjacent west residential use lot. The plantings shall be at the Owner's sole cost and expense.

The vegetative planting strip shall be installed by the Owner prior to November 2, 2022, or by the completion of the fourth Mini-warehouse building, whichever is later. The completion date shall be the date an occupancy permit is issued by the Municipality's Chief Building Official.

The land area of the property in the vicinity of the Mini-warehouse or storage buildings, as shown on Schedule "C", not required for buildings, parking, driveways/access around the building, shall be maintained as green areas and the grass appropriately maintained and cut, to the satisfaction of the Municipality.

## **10. LIGHTING AND ILLUMINATION**

The Owner shall direct any lighting on the property as identified on Schedule "C" downward to minimize the impact of light intrusion onto adjacent lands. This shall be done to the satisfaction of the Municipality. In the event that the Municipality has any current or future concerns with spillage of lighting of the property limits, the Municipality can request that the Owner obtain a professional lighting/engineering assessment to ensure no off site lighting impacts and compliance with the Municipality's Zoning By-law 2965, as amended. This shall be done at the sole cost and expense of the Owner and the Owner shall comply forthwith with any lighting recommendations that may result from this report.

Under the Municipality's Zoning By-law 2965, as amended, Section 6.1 Illumination provides the following, which also requires compliance therewith to the satisfaction of the Municipality: Illumination of buildings and grounds shall be permitted provided that: illumination shall not cause direct or indirect glare on a street that may interfere with traffic or pedestrian safety; illumination shall not consist of a colour or be so designed or located that it may be confused with traffic signals and; illumination shall not cause direct or indirect glare on adjacent properties.

## **11. ZONING AND BUILDING RESTRICTIONS**

The Municipality shall regulate by by-law the zoning of and the building standards in all areas where applicable within the boundaries of the lands affected by this Agreement. It is understood and agreed that nothing in this Agreement shall relieve the Owner of the obligation to comply at all times, including during construction if so directed by the Chief Building Official, with the Zoning By-law, as amended and any building by-law of the Municipality.

## **12. BUILDING PERMITS – DEFAULT**

Pursuant to the *Building Code Act*, the Owner agrees that building permits may be withheld or the issue of them stopped, if the Owner, in the opinion of the Chief Building Official is in default under this Agreement, until such time as such default can be rectified.

## **13. TIMING**

Except as may otherwise be provided for in this Agreement, the Owner shall complete the construction of all works and facilities within one calendar year of

the date of occupancy of the building; but in cases of undue hardship, the Municipality may extend in writing any time for completion required by this Agreement.

#### **14. INDEMNITY**

The Owner(s) on behalf of itself, its successors and assigns entitled hereto covenants and agrees to indemnify and save harmless the Municipality and its officers, servants and agents from all loss, damage(s), costs, expenses, actions, causes of action, duties, suits, claims or demands or other proceeding of every nature and kind whatsoever which arise directly or by reason of the development of the lands governed by this Agreement including the construction and maintenance of any works.

#### **15. NOTICES**

Any notices required to be given hereunder may be given by registered mail addressed in the case of the Municipality to:

Clerk  
Township of Augusta  
3560 County Road 26  
R. R. # 2  
Prescott, ON K0E 1T0  
Tel. (613) 925-4231. Fax. (613) 925-3499

And in the case of the current Owner to:

Mr. Todd John Coville  
2502 Rocky Road  
Brockville, ON K6V 5T1

and shall be effective as of the date of deposit thereof in the post offices or such notice may be served personally upon the appropriate officer of either party hereto named.

#### **16. SUBSEQUENT PARTIES**

This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns. Where Notices under Subsection 15 above is to be given to subsequent Owners, Notice to the Owner shall be in accordance with the Owner and mailing information held in the Clerk's office by the collector's roll information related to the lands described in Schedule "A".

#### **17. REGISTRATION OF AGREEMENT**

The Owner consents to the registration of this Agreement, at the Owner's expense, against the title to the Owner's lands and, in accordance with s. 41(10) of the *Planning Act*, all of the terms and conditions of this Agreement may be enforced against the Owner and any and all subsequent owners of the Owner's Lands. The Owner shall not make any application or permit or authorize any person to make application, to remove notice of this Agreement from the title to the Lands, without approval of the Municipality.

#### **18. RIGHT TO ENTER AND INSPECTION OF WORKS**

The Owner(s) agree(s) to carry out the works in accordance with the terms and conditions specified herein. In default of the Owner(s) completing the works as required herein and in addition to any other remedy, the Owner(s) hereby authorizes the Municipality, its officers, servants, agents and employees to enter on the subject lands and to complete the works at the Owner(s)' expense; and to add the cost thereof to the Collector's Roll for the said lands and to collect the said costs, with interest, in like manner as municipal taxes.

The inspection of such works may include the Municipality requesting a certificate by



a qualified professional that all works have been completed and/or maintained in accordance with Schedule "C" and the terms of this Agreement at the sole cost/expense of the Owner.

#### **19. MUNICIPAL FEES**

The Owner agrees to pay the legal, engineering, landscape architectural, planning and administrative costs incurred by the Municipality to process the Site Plan Drawings, including but not limited to, the preparation of this Agreement and registration on title and all plans and specifications, and the supervision and inspection of the Works.

Where the Municipality incurs fees related to this Site Plan Agreement, the Municipality shall invoice the Owner forthwith and request remittance of payment. If the Owner does not pay within the requested timeline of the Municipality, the Municipality may add the invoiced cost to the Collector's Roll for the Owner's land and collect the said costs, with interest, in a like manner as municipal taxes.

#### **20. FINANCIAL SECURITY**

Before this Agreement is executed by the Municipality, the Owner may be required by the Municipality to deposit with the Municipality a sufficient sum in cash or an irrevocable letter of credit or other financial security acceptable to the Municipality and herein referred to as the "financial security" to meet the financial requirements of this Agreement as set out in Schedule "B". If such letters of credit or other financial security contains an expiry or termination date, then, until the final acceptance of the works by Council, the Owner shall continue to redeposit new irrevocable letters of credit or financial security in the same manner as provided in the preamble of this clause until the final acceptance of the works by Council.

Upon approval of the required works by the Municipality, the Municipality agrees to release the financial security. The approval of such works or part thereof shall be dated as of the date of the Owner's application for approval thereof or following the inspection of same by the Municipality.

#### **21. DEFAULT AND RELEASE OF SECURITY**

After having first notified the Owner, the Municipality may at any time authorize use of the whole or part of the amount of the financial security referred to in Schedule "B" thereof to pay the cost of any work that the Municipality 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.

#### **22. SEVERABILITY**

It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatsoever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.

#### **23. INTERPRETATION**

All covenants in this Agreement shall be construed as being joint and several and that, when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neutral gender, as the case may be, were expressed.

#### **24. LAPSING OF AGREEMENT**

Notwithstanding any other provision to the contrary, this Agreement shall, at the option of the Municipality, lapse and be of no further force and effect if the building permit expires or is revoked, or if construction of the building shown on

the Site Plan Drawings is not commenced within two years of the date of this Agreement.

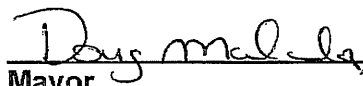
**25. ARBITRATION**

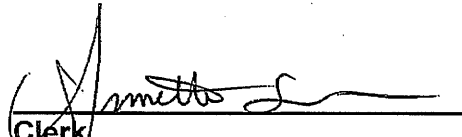
Any dispute between the parties with respect to this Agreement shall, at the request of a party, be submitted to arbitration pursuant to the Arbitrations Act and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties.

Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator(s).

**WITNESS the signature and seal of the parties hereto.**

**THE CORPORATION OF THE TOWNSHIP  
OF AUGUSTA**

  
Mayor

  
Clerk

**-AND-**

**Todd John Coville**

  
Owner

  
Witness

**THIS AGREEMENT IS AUTHORIZED BY BY-LAW NO. 3553-2022.**

DATED THIS 12 DAY OF Oct 2022.

## **Schedule "A"**

### **DESCRIPTION OF LANDS**

The lands affected by this Agreement are located in Part of Lot 25, Concession 2, being Parts 3 to 7, 10 and 11 and Parts 2,8 and 9 of Reference Plan 10653 in the Township of Augusta, in the United Counties of Leeds and Grenville.

**Schedule "B"**

**SECURITY FOR WORKS**

Minor Site Alterations	\$nil.
Construction of Buildings and sewage/well	\$nil.
Total Costs	Nil.

In accordance with clause 20 of this Agreement, the Owner shall deposit with the Treasurer of the Municipality at the time of entering this Agreement cash or a letter of credit in the amount 100 % or NIL, as security for the performance of the owner's obligations under this Agreement.

Where such deposit is made, upon completion to the satisfaction of the Municipality of the works and facilities to be constructed in accordance with this Agreement and the performance by the Owner of all other obligations under this Agreement, the security or any balance thereof remaining shall be returned without interest to the Owner.

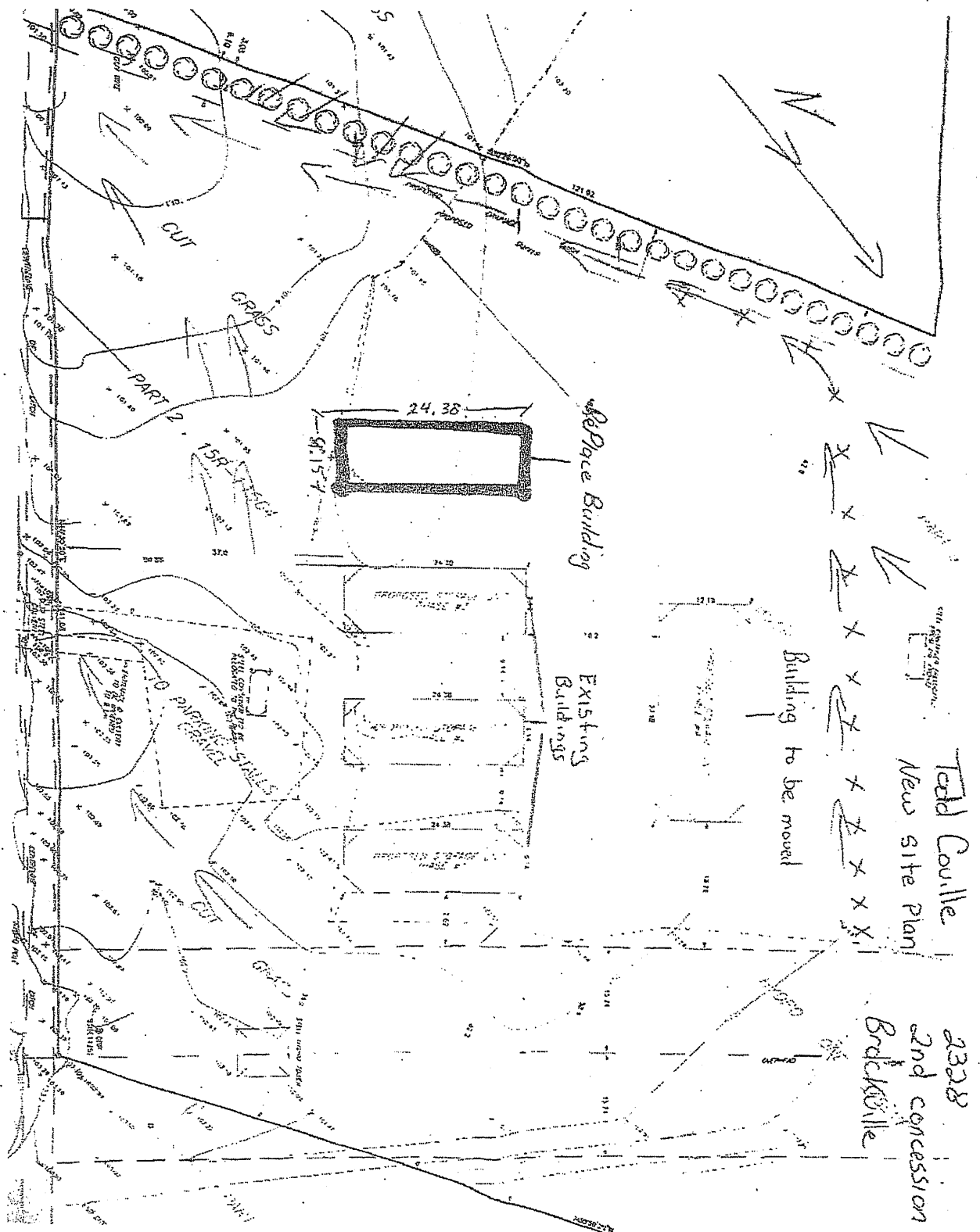
Notwithstanding whether security is required by this Agreement or not, if the Owner is in default of any works to be done, under clause 18 of the Agreement the Municipality has the authority to undertake the works and add the cost thereof to the Collector's Roll.

Schedule "C"

SITE PLAN DRAWING

The Site Plan Drawing is hereby understood to include the following:

THE ORIGINAL SITE PLAN DRAWING IS NOW ON FILE IN THE OFFICE OF THE MUNICIPALITY AND SHALL BE REFERED TO IN THE EVENT OF ANY DISPUTE.



**Schedule "D"**  
**DEEDS OR GRANTS OF EASEMENT**

None.

## **Schedule "E"**

### **MUNICIPAL CONDITIONS**

Municipal Council resolution related to Report 2021-108, November 22, 2021, provided approval to the site plan with the following conditions:

- (1) The Owner shall submit a stormwater/drainage management plan/brief to the satisfaction of the Municipality's Drainage Superintendent AND Schedule "C" with drainage details was subsequently confirmed to be to the satisfaction of the Drainage Superintendent.
- (2) The Owner shall install screening between the proposed storage units and the adjacent residence to the west, to the satisfaction of the Municipality, including the trees/landscaping identified in the site plan along the property boundary to the west, prior to November 22, 2022 or completion of the fourth structure, whichever is later AND this has been capture under Clause 9 of the Agreement and in accordance with Schedule "C".
- (3) The Owner shall satisfy the requirements of Ontario Hydro as provided in their letter to the Municipality dated November 16, 2021, such that Ontario Hydro provides a written release of their conditions to the Municipality AND Ontario Hydro subsequently provided confirmation that they no longer have any requirements related to this site plan.
- (4) The Owner shall direct lighting downward to minimize the impact of light intrusion on adjacent lands AND this has been captured under Clause 10 of the Agreement.
- (5) The Owner shall enter into a Site Plan Control Agreement with the Municipality and register the agreement on title AND this will be accomplished by the signing of this Agreement and the Agreement being registered on title, at the Owner's sole cost/expense.