



**THE CORPORATION OF THE TOWNSHIP OF AUGUSTA
BY-LAW NUMBER 3572-2022**

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

WHEREAS the Council of the Corporation of the Township of Augusta deems it advisable to enter into a Site Plan Control Agreement with 1652447 Ontario Ltd. respecting the development of part of a property described as:

PT LT 30 CON 2 RP15R-10753, PT 1, Township of Augusta, United Counties of Leeds and Grenville
Roll No. 070600004011850, more specifically in relation to the area of the property addressed as 2620 County Road 15, which contains existing buildings for a welding shop (640 sq.m. and 901 sq.m in size) and an addition being proposed to the west side/end of the existing building (579.7 sq.m. in size).

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 1652447 Ontario Ltd. to provide site plan control with respect to the said lands, 2620 County Road 15, more particularly described in the Agreement, to permit the proposed 579.7 sq.m. addition construction;
2. THAT the Mayor and the Clerk are hereby authorized to execute an appropriate agreement with 1652447 Ontario Ltd., with respect to development at 2620 County Road 15 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 30th day of June, 2022.


MAYOR


CLERK

Properties

PIN 68182 - 0107 LT
Description PT LT 30 CON 2 AUGUSTA PT 1, 15R10753; AUGUSTA
Address 2620 COUNTY ROAD 15
BROCKVILLE

Consideration

Consideration \$0.00

Applicant(s)

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

Name THE CORPORATION OF THE TOWNSHIP OF AUGUSTA
Address for Service 3560 COUNTY ROAD 26
PRESCOTT, ON
K0E 1T0

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

Party To(s) Capacity Share

Name 1652447 ONTARIO LTD.
Address for Service 2620 COUNTY ROAD 15
BROCKVILLE, ON
K6V 5T1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.
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.
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

Hugh Robert Hammond 207-9 Broad Street acting for Signed 2023 06 01
Brockville Applicant(s)
K6V 6Z4

Tel 613-498-4832
Fax 613-498-6290

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

Submitted By

HAMMOND LLP 207-9 Broad Street 2023 06 01
Brockville
K6V 6Z4

Tel 613-498-4832
Fax 613-498-6290

Fees/Taxes/Payment

Statutory Registration Fee \$69.00
Total Paid \$69.00

File Number

Party To Client File Number : 10442

SITE PLAN AGREEMENT

THIS AGREEMENT made this 30th day of June , 2022.

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF AUGUSTA

(Hereinafter called "the MUNICIPALITY")

OF THE FIRST PART

-AND-

1652447 ONTARIO LTD.

(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 2620 County Road 15, the land area being identified as assessment roll 0706 000 040 11850;

AND WHEREAS the intent of the Owner is to construct and maintain a welding shop addition, on the lands zoned M, Industrial Zone in the lands addressed as 2620 County Road 15, as zoned by By-law No. 3562-2022, 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 30, Concession 2, being Part 1 of Reference Plan 15R-1075 in the Township of Augusta, United Counties of Leeds and Grenville as shown on Schedule "A" attached hereto and forming part of this Agreement. It is acknowledged that a future pending road widening across the frontage of the lot, is to be conveyed to the United Counties of Leeds and Grenville in a timely manner as detailed under Section 1.1 below and the road widening lands are to be free and clear of all encumbrances, including this Agreement. The Municipality concurs with removing any road widening lands from the terms of this Agreement.

a. ROAD WIDENING REQUIREMENT

As requested by the United Counties of Leeds and Grenville (the Counties) and as authorized by *The Planning Act*, R.S.O, 1990, the Owner shall convey lands to the Counties for road widening purposes (free and clear of any encumbrances to the satisfaction of the Counties). The total desired road allowance width for this section of the County roadway should be 13.1 m from the centreline of the current County Road 15. The dedication required to be transferred from the Owner to the Counties shall be separately surveyed and transferred by the Owner to the Counties, free and clear of any encumbrances, at the Owner's sole cost and

expense. The road widening deed transfer shall be completed by December 30, 2022, to the satisfaction of the Counties. The Owner shall provide a copy of the road widening deed to the Township as required under Schedule "D" to ensure this widening work is transferred to the Counties. In the event that road widening to the County is subsequently not deemed to be required or waived as a requirement by the Counties, the Counties will need to provide a letter to this effect to the Township to address the Owner released of this road widening requirement.

2. SCHEDULES TO THE AGREEMENT

The following Schedules are attached to and form part of this Agreement:

Title	Prepared By	Dated
Schedule A – Description of Land	Municipality	
Schedule B – Security for Works	Nil	
Schedule C – Architectural Site Plan	Eastern Engineering Group Inc.	June 14, 2022
Schedule D – 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 Architectural Site Plan 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" – Architectural Site Plan.

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 operation and 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 sewage disposal replacement 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 any 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

The owner shall maintain grades and drainage flow as reviewed by Eastern Engineering Group in the letter dated March 30, 2022, to ensure no off-site impacts onto abutting properties nor onto the County Road allowance. 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 updated 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 are resulting onto abutting properties 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 it is intended that the new building addition will not alter 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 and that any proposed changes thereto 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, very minor changes to the drainage and grading may be made by the Owner with the consent of the Municipality's Drainage Superintendent, who will also consult with the United Counties of Leeds and Grenville, Director of Public Works, where deemed required. Where substantive changes are made, an amendment to the agreement may be warranted, at the direction of the Municipality.

9. LANDSCAPING/TREE RETENTION

The Owner agrees to maintain existing vegetative buffer/plantings along the side property lines and rear property line to the satisfaction of the Municipality. As the property is within the United Counties of Leeds and Grenville Natural Heritage System and designated Significant Woodlands and 120m adjacent lands under the Township's Official Plan Constraints Schedule "B", the existing trees and vegetation shall be predominately maintained and undisturbed.

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.

The United Counties of Leeds and Grenville, the road authority over County Road 15 require that any lite signage and outdoor illumination/lighting be designed, installed and maintained to the satisfaction and determination of the Director of Public Works of the United Counties of Leeds and Grenville to: prevent light spill over or glare onto the County road allowance and; prevent light from falling within the vision of motorists in such a manner as to create a traffic hazard and; not diminish or detract from the effectiveness of any traffic signal or similar safety or warning device and; that any digital/LED signs are not permitted, without an amendment to this Agreement.

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 Municipality's 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 Municipality's 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.

As per Section 1.1, road widening being surveyed and satisfactorily deeded to the United Counties of Leeds and Grenville, at the sole cost and expense of the Owner must be accomplished by December 30, 2022, being a six (6) month timeline from June 30, 2022, the date of the Municipality's approval to By-law 3572-2022 which authorized the execution of this site plan agreement unless road widening is otherwise not required as detailed under Section 1.a. and the Municipality has been so advised in writing by the United Counties of Leeds and Grenville.

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:

1652447 Ontario Ltd.
2620 County Road 15
P.O. Box 389
Maitland, ON K0E 1P0

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

Doug McLeod
Mayor

Annita Sir
Clerk

-AND-

1652447 Ontario Ltd.

Harold Irwin Selleck

Name: Harold Irwin Selleck

Title: President

I have authority to bind the Corporation

Burns
Witness

THIS AGREEMENT IS AUTHORIZED BY BY-LAW NO. 3572-2022.

DATED THIS 30th DAY OF June 2022.

Schedule "A"

DESCRIPTION OF LANDS

The lands affected by this Agreement are located in Part of Lot 30, Concession 2, being Parts 1 on Reference Plan 15R-10753 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 Architectural Site Plan is hereby understood to include the following:

THE ORIGINAL ARCHITECTURAL SITE PLAN IS NOW ON FILE IN THE OFFICE OF THE MUNICIPALITY AND SHALL BE REFERRED TO IN THE EVENT OF ANY DISPUTE, AS PREPARED BY EASTERN ENGINEERING GROUP INC., DATED JUNE 14, 2022.



Schedule "D"

GRANTS OF EASEMENT AND OTHER PUBLIC LANDS

None, with exception of possible road widening being deeded to the United Counties of Leeds and Grenville as per Section 1.a.

Schedule "E"

MUNICIPAL CONDITIONS

None, other than those captured in the written terms of the Agreement.