

Corporation of the Village of Merrickville-Wolford

By-Law No. 21-17

BEING a By-Law to authorize the execution of a site plan control agreement

Between The Corporation of the Village of Merrickville-Wolford
known hereinafter as the "Village"

And Stephen Jones and Janet Jones
known hereinafter as the "Owners"

WHEREAS the Council of the Corporation of the Village of Merrickville-Wolford did pass By-Law No. 22-98 and the Village of Merrickville-Wolford Zoning By-Law No.23-08, as amended, under the authority of Sections 41 and 34 of the Planning Act Chapter P.13 R.S.O. 1990, respectively.

AND WHEREAS By-Law No. 22-98 allows for the Owners of land file and have approved by the Village Council a site plan control agreement, in order to satisfy conditions of a Decision by the United Counties of Leeds and Grenville, Consent Granting Authority for consent application B-94-14.

AND WHEREAS the Owners intend to develop the property in the Agricultural Zone in accordance with the provisions of the Zoning By-Law No. 23-08, as amended.

AND WHEREAS the Chief Building Official of the Corporation of the Village of Merrickville-Wolford has recommended that Council enter into a site plan control agreement, to the satisfaction of the Rideau Valley Conservation Authority, known hereinafter as the RVCA.

NOW THEREFORE the Council of the Corporation of the Village of Merrickville-Wolford does enact as follows that:

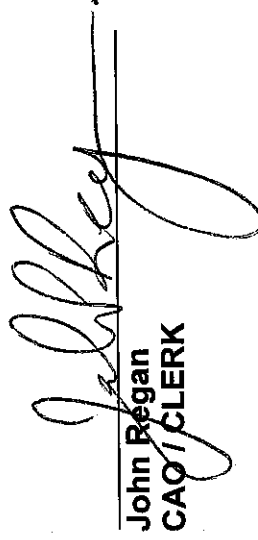
- 1) the legal description of the property on Schedule A (as attached) forms part of this By-Law;
- 2) the Mayor and the Clerk and/or their designates on behalf of the Corporation of the Village of Merrickville-Wolford are hereby authorized to sign and enter into a site plan control agreement with the Owners, herein attached;
- 3) the agreement shall be registered upon the Title of the subject property at the Land Registry Office in Prescott, Ontario.
- 4) all costs associated with this registration shall be at the owners' expense.

Read a first and second time this 10th day of April, 2017

Read a third and final time and passed this 10th day of April, 2017



David Nash
MAYOR



John Regan
CAO/CLERK

Schedule "A"
By-Law No. 21-17

All And Singular that certain parcel or tract of land being in the Village of Merrickville-Wolford in the United Counties of Leeds and Grenville in the Province of Ontario known locally as:

1010 Kilmarnock Road and specifically:
Part Lots 24 and 25 concession "B" on the east side of Kilmarnock

Road

Geographic Township of Wolford
Now in the Village of Merrickville-Wolford

Assessment Roll No. not yet assigned

P.I.N. not yet assigned

**The Corporation of the Village of Merrickville-Wolford
Site Plan Control Agreement
Schedule "B"
of the Corporation of the Village of Merrickville-Wolford**

This Agreement made this 10th day of April 2017

Between Stephen Jones and Janet Jones
 hereinafter called the OWNERS
 Of the first part

And The Corporation of the Village Of Merrickville-Wolford
 hereinafter called the VILLAGE
 Of the second part

Whereas the Corporation of the Village of Merrickville-Wolford By-Law No. 22-98 authorizes the Corporation to enter into one or more agreements to control the development or redevelopment of all lands within the Village.

And Whereas the lands described in Schedule "A" of this Agreement are zoned agricultural under the Village of Merrickville-Wolford Zoning By-Law No. 23-08, as amended.

Now Therefore This Agreement Witnesseth That in consideration of other valuable considerations and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by the Owners, to the Village (receipt whereof is hereby acknowledged), the Owners hereby covenant, promise and agree with the Village that:

1. This Agreement shall apply to and be binding upon the lands described in Schedule "A" to this By-Law, such land being hereinafter referred to as the Owners' lands.
2. No structures, facilities or buildings shall be erected on the lands except in strict compliance with all federal, provincial and municipal laws and the requirements of this site plan control agreement.
3. The Owners shall satisfy the conditions, facilities and matters on the Owner's lands as specified in Schedule "B" to this Agreement to the satisfaction of the Chief Building Official, and/or the Rideau Valley Conservation Authority (RVCA).
4. The conditions, facilities and matters as described in Schedule "B" and as shown on Schedule "C", shall be provided and maintained by the Owners at their sole risk and expense and to the satisfaction of the Corporation of the Village of Merrickville-Wolford and / or the RVCA, wherein default thereof the provisions of Section 427 of the Municipal Act, S.O. 2001, C. 25 as amended, shall apply, and such other remedies that the Village and/or RVCA may undertake.
5. a) The Owner acknowledges and agrees to comply with the requirements of the Environmental Impact Study (EIS), which forms part of Schedule "C" to this agreement.
b) Any development or redevelopment of the subject lands beyond the scope of this agreement as determined by the Chief Building Official, shall require an amendment to this agreement.
6. The covenants, agreements and conditions herein contained, on the part of the Owners, shall run with the land and shall be binding upon the parties hereto, their successors and assigns.
7. The satisfying of any requirements of this Agreement by the Owners or any employee of the Corporation shall not in any way constitute acceptance of this

Agreement by the Corporation, until a By-Law to authorize this Agreement has been passed by the Council of the Corporation, and this Agreement has been signed by the persons authorized to do so by such By-Law.
The Corporation shall register this Agreement on the title to the Owners' Property and the Owners hereby agree to pay all costs involved in the registration of this Agreement.

8.

9. The Schedules attached hereto shall form part of this Agreement.

10.

The Owners do hereby indemnify and save harmless the Village and each and any of its officers, servants, or employees from all loss, damage, damages, costs, expenses, claims, demands, actions, suits or any other proceeding of every nature and kind arising from or in consequent of the execution, non-execution or imperfect execution of any of the work herein before mentioned or the supply or non-supply of materials there for whether such loss, damage, damages, costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence or without negligence on the part of the Owners or its contractors, officers, servants or agents or whether such loss, damage, damages, costs, expenses, claims, demands, actions, suits, or other proceedings or occasion to or made or brought against the Owners or its contractors, officers, servants or agents or the Village, its officers, servants or employees.

In Witness Whereof the Parties hereto have executed this Agreement

For the Corporation of the Village of Merrickville-Wolford

David Nash
MAYOR

John Regan
CAO / CLERK

For the Owners

Signature: _____

Print Name: _____

Title: _____

Signature: _____

Print Name: _____

Title: _____

Schedule "A"
to the Site Plan Control Agreement
By-Law No. 21-17

All And Singular that certain parcel or tract of land being in the Village of Merrickville-Wolford in the United Counties of Leeds and Grenville in the Province of Ontario known locally as:

1010 Kilmarnock Road and specifically:
Part Lots 24 and 25 concession "B" on the east side of Kilmarnock Road
Geographic Township of Wolford
Now in the Village of Merrickville-Wolford

Assessment Roll No. not yet assigned

P.I.N. not yet assigned

Schedule "B"
to the Site Plan Control Agreement
By-Law No. 21-17

Between Stephen Jones and Janet Jones
And The Corporation of the Village of Merrickville-Wolford

Dated this 10th day of April 2017

- i) **STREET WIDENING**
Not applicable.
- ii) **ACCESS FACILITIES**
There are at the date of the agreement, no residential driveway entrances to the property. Any new entrances shall comply in all regards to the applicable Road Authority entrance policies.
- iii) **OFF STREET PARKING AND LOADING** In accordance with the Village Zoning By-Law as amended.
- iv) **OPEN STORAGE**
The open storage of goods and materials are subject to the requirements of the Village zoning and Property Standards By-Laws, as well as the policies of the RVCA.
- v) **WALKWAYS AND DRIVEWAYS**
In accordance to the policies of the RVCA and the requirements of the EIS.
- vi) **SNOW REMOVAL**
Responsibility of the property owner however, no snow shall be placed upon the road allowances in any fashion and no storage of snow shall cause a traffic site line or any hazard.
- vii) **GRADING AND DISPOSAL OF STORM AND SANITARY WASTE**
Grading and disposal of storm waste shall be in accordance with good engineering practice as approved by the Chief Building Official in consultation with the Manager of Public Works and sanitary waste disposal shall be as approved by the Lanark, Leeds & Grenville District Health Unit.
- viii) **EASEMENTS**
As applicable
- ix) **FLOODLIGHTING**
Subject to the approval of the Village as to the locations, numbers, height, intensity and directions of all exterior lighting, the Owners may install and maintain such lighting upon the Owners lands, including floodlighting, as may required for security purposes provided that such lighting does not interfere with neighboring properties.
- x) **Signage**
In accordance to the Village Sign and Zoning By-Laws as amended.
- xi) **LANDSCAPING**
Shall be maintained so as to preserve and enhance the general residential appearance of the surrounding neighborhood, and in accordance to Schedule "C".
- xii) **REFUSE STORAGE AND COLLECTION**
Responsibility of the Owner. However, all refuse shall be stored in an enclosed metal container of sufficient capacity and no refuse shall be stored or kept out of doors.
- xiii) **Fencing**
In accordance to the Village Fence By-Law as amended.
- xiv) **LOCATION OF BUILDING STRUCTURES AND FACILITIES**
In accordance to the requirements of the EIS.
- xv) **PERSPECTIVE DRAWINGS & ELEVATIONS**

Not applicable.

Schedule "C"
to the Site Plan Control Agreement
pertaining to By-Law No. 21-17

The following constitutes Schedule "C" to this Agreement;

1. The following document "Environmental Impact Study for proposed property severances of Part of Lot 25 concession B, Kilmarnock Road, Township of Merrickville-Wolford prepared by Eco Tec Environmental Consultants Inc. December 2016" forms part of this site plan control agreement.
2. It is acknowledged that the lands are a constrained site and therefore that a limited building envelope of a maximum 112 m² (1200 ft²) be provided for any proposed dwelling, plus an additional area for a garage.
3. The building envelope must meet the setbacks as outlined in the Engineers Site Plan by Morey Associates Ltd. File No. 016454 dated November 22, 2016 and forming part of the EIS prepared by Eco Tec Environmental Consultants Inc. dated December 2016.
4. That a tertiary septic system is required for enhanced treatment of effluent and to reduce the size for a tile field.
5. That limited vegetation removal is permitted for up to a 3m wide path as a single water access point.