

**CORPORATION OF THE TOWNSHIP
OF SOUTH ALGONQUIN
BY-LAW NO. 2024-797**

**Being a By-Law to authorize the Mayor and CAO/Clerk-Treasurer
to sign a Development Agreement between the Township and Charles Taylor and
Sharon Brady**

WHEREAS through Minor Variance (Permission) Application #2024-01, approval was granted by the Committee of Adjustment for the Township of South Algonquin on April 17th, 2024, to permit the enlargement of a legal non-conforming structure on the subject lands as described as Part of Lot 17, Part of Lot 17A, all of Lot 18, and Part of OSRA in front of Lot 18, Geographic Ward of Dickens, Registered Plan M-334, Reference Plan No. 36R-14954 and 36R-12823, municipally known as 2884 Aylen Lake, PINs 49225-0479, 49225-0311, 49225-0508;

AND WHEREAS Section 45(9) of the Planning Act provides for the Township to enter into an Agreement as a condition of the approval of a permission application granted by the Committee of Adjustment under subsections (1), (2) and (3), to which the Agreement may be registered on title and is enforceable by the Township against all subsequent purchases of the land;

AND WHEREAS the Township of South Algonquin, deems expedient to enter into a Development Agreement between the Township and the registered owners.

NOW THEREFORE the Municipal Council of The Corporation of the Township of South Algonquin enacts as follows:

1. **THAT** the Mayor and CAO/Clerk-Treasurer is hereby authorized to execute the Agreement in the form attached to this By-Law and affix the Corporate Seal on behalf of the municipality.
2. **THAT** this By-Law will come into force and take effect on the date of the final passing thereof.

READ A FIRST AND SECOND TIME this 5th day of June 2024.

Ethel LaValley, Mayor

Bryan Martin, CAO/ Clerk-Treasurer

READ A THIRD TIME AND PASSED AND ENACTED this 5th day of June 2024.

Ethel LaValley, Mayor

Bryan Martin, CAO/ Clerk-Treasurer



DEVELOPMENT AGREEMENT

THIS AGREEMENT made in duplicate this ____ day of _____, 2024.

BETWEEN: **Charles Taylor and Sharon Brady**

Herein called the "Owner" **OF THE FIRST PART**

AND: **The Corporation of the Township of South Algonquin**

Herein called the "Township" **OF THE SECOND PART**

WHEREAS the Owner is the registered owner of Part of Lot 17, Part of Lot 17A, all of Lot 18, and Part of OSRA in front of Lot 18, Geographic Township of South Algonquin, District of Nipissing, Registered Plan M-334, Reference Plan No. 36R-14954 and 36R-12823, municipally known as 2884 Aylen Lake, PINs 49225-0479, 49225-0311, 49225-0508 (herein called the "**Subject Lands**" as described in Schedule "A" attached hereto);

AND WHEREAS through Minor Variance (Permission) Application #2024-01, approval was granted by the Committee of Adjustment for the Township of South Algonquin on April 17th, 2024, to permit the enlargement of a legal non-conforming structure on the subject lands as described in Schedule "A" attached hereto, subject to the fulfillment of various conditions;

AND WHEREAS the Owner is desirous of fulfilling the aforementioned conditions by entering into an Agreement with the Township for registration on the title, to ensure orderly development of the Subject Lands inclusive of the recommendations of the Environmental Impact Study (EIS) prepared by RiverStone Environmental Solutions Inc., dated February 2024;

AND WHEREAS Section 45(2) of the *Planning Act*, R.S.O. 1990, c. P.13 (the "**Planning Act**"), affords an approval authority the same powers with respect to permitting the enlargement of a legal non-conforming structure as the approval authority has with respect to the authorization to grant minor variances under Section 45(1) of the *Planning Act*;

AND WHEREAS Section 45(9) of the *Planning Act* provides for the Township to enter into an Agreement as a condition of the approval of a permission application granted by the Committee of Adjustment under subsections (1), (2) and (3), to which the

Agreement may be registered on title and is enforceable by the Township against all subsequent purchases of the land;

NOW THEREFORE THIS AGREEMENT WITNESSETH, that in condition of the sum of TWO (\$2.00) DOLLARS paid by the Owner to the Township, the receipt of which is hereby acknowledged and in consideration of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

1. Development for the purpose of this Agreement shall be defined as the construction, erection or placing of a building or structure of any kind or the making of an addition or alteration to a building or structure that has the effect of increasing the size or usability thereof and includes such related activities as site grading and the placing, dumping and removal of fill.
2. The Owner acknowledges and agrees to the recommendations of the EIS prepared by RiverStone Environmental Solutions Inc., regarding the future development of the Subject Lands, as described in Schedule "B" attached hereto.
3. All costs necessary to fulfill any condition of this Agreement shall be paid by the Owner.
4. If the Owner fails or refuses for any reason to comply with any requirement of this Agreement, the Owner shall be in default and the Township may on seven (7) days' notice require the Owner to remedy the default, failing which the Township may, without further notice and without prejudice to any other rights and remedies available to it, do such thing and perform such work as is necessary to rectify the default and recover the expense incurred in doing it by action or in like manner as municipal taxes in accordance with the provisions of Section 446 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as required.
5. The Owner consents to the Township, or its solicitor, registering this Agreement against the Subject Lands, at his expense.
6. This Agreement shall be binding upon the Owner and their heirs, executors, administrators, successors and assigns and the Owner from time to time of the said lands.
7. This Agreement may only be amended at any time with the written consent of the Township and the registered Owners of the said lands at the time of such amendment.
8. This Agreement shall be read with any change of gender or number required by the context.
9. The Background recitals are hereby incorporated into and form part of this Agreement, including all defined terms referenced therein.

IN WITNESSETH WHEREOF the parties hereto have executed this agreement as of the date of the first above written.

SIGNED, SEALED and DELIVERED)

In the presence of)

Witness)

Charles Taylor, Owner)

)
)
)
)
)
)
**THE CORPORATION OF THE
TOWNSHIP OF SOUTH ALGONQUIN**

Ethel LaValley, Mayor)

Bryan Martin, CAO/Clerk Treasurer
We have authority to bind the Corporation.

SCHEDULE "A"

Description of Lands

Part of Lot 17, Part of Lot 17A, all of Lot 18, and Part of OSRA in front of Lot 18, Registered Plan M-334, Reference Plan No. 36R-14954 and 36R-12823, municipally known as 2884 Aylen Lake, PINs 49225-0479, 49225-0311, 49225-0508 Geographic Township of South Algonquin, District of Nipissing.

SCHEDULE "B"

Recommendations of the Environmental Impact Study (EIS) prepared by RiverStone Environmental Solutions Inc.

The Owner acknowledges and agrees to the following:

1. That the dock located within Type 1 habitat on Figure 3 should be decommissioned;
2. The Owner acknowledges and agrees that if a second dock is desired it should be constructed in the Type 2 habitat within the existing amenity area so that additional vegetation removal to clear paths to the shoreline is not required;
3. That a post dock or construction of a dock with cribs in an open-faced manner filled with large rocks that provides crevices for fish habitat and other small organisms is recommended;
4. That a 1,150 square metre area depicted on Figure 3 should be naturalized;
5. That naturalization of the area shown on Figure 3 is to be completed with a mix of locally native tree, shrub, and groundcover species. A list of suitable species is provided in Table 2 and Table 3. Following planting, these areas are to be left unmaintained, to restore the shoreline buffer;
6. That shrubs and groundcover should be installed between 0.3 to 1.5 m apart depending on size (small-0.3 m, medium 0.8 m, and large 1.5 m);
7. That all installed woody plants (i.e., trees and shrubs) should be native to South Algonquin Township and suitable to site conditions (e.g., light regime, moisture regime, etc.). Table 2 lists tree, shrub, and ground cover species native to South Algonquin;
8. That all installed shrubs are recommended to consist of potted material in 1-3 gallon pots;
9. That all woody plants should be installed such that the root crown/trunk flare is exposed above the soil surface to ensure proper oxygenation of the rooting zone (see Appendix 2 for Planting Guide);
10. That all installed woody plants should be watered (deep soaking) following installation;
11. To adhere to the optimal time for woody plant installation, being in spring (i.e.

May) or fall (i.e., mid-September early-October);

12. That the shoreline buffer areas are to be planted so that seasonal maintenance is not required and will be left to fill in and naturalize through succession;
13. That groundcover planting “pods” can be created between tree and shrub plantings to naturalize and fill in open areas and create a naturalized look to the property. Suggested species for the subject property are included in Table 3;
14. That final development plans shall include eavestrough’s that directs rooftop leaders upslope into soak away pits or infiltration trenches;
15. The Owner acknowledges and agrees that all hardened surfaces (e.g., patios, trails, shoreline access) should employ permeable materials (woodchips, pea gravel, permeable pavers or equivalent) that allow for infiltration of stormwater and, where possible, into areas with deep soils and dense vegetation;
16. That machinery should arrive on site in clean condition and is to be checked and maintained free of fluid leaks;
17. That Best Management practices should be utilized with all machinery and fill being imported to the site to ensure that material and tracks are free from invasive species (*Phragmites australis*, etc.);
18. That before native soils are exposed, sediment and erosion control works, in the form of sediment fencing, should be installed in the locations on Figure 3. These works should be maintained in good working order until the exposed soils have become re-vegetated;
19. That the sediment fencing should be constructed of heavy fabric and solid posts and should be properly trenched to maintain its integrity during weather events;
20. That machinery must be refueled, washed, and serviced within the area isolated by sediment fencing away from all waterbodies;
21. To locate all fuel and other potentially deleterious substances within the area isolated by sediment fencing;
22. That temporary storage location of aggregate materials shall not be located within 30 m of Aylen Lake and that this material is to be contained by heavy-duty fencing;
23. Additional sediment fencing and appropriate control measures (i.e., slit fence) be stockpiled on site so that any breach can be immediately repaired

through construction of check dams;

24. Regular inspection and monitoring will be necessary to ensure that the structural integrity and continued functioning of the sediment control measures is maintained (i.e., proper installation is not the only action necessary to satisfy the mitigation requirements);
25. Inspections of sediment and erosion control measures be completed within 24 hours of the onset of a storm event;
26. Sediment control measures be maintained in good working order until vegetation has been established on the exposed soils;
27. Removal of non-biodegradable erosion and sediment control materials should occur once construction is complete, and the site is stabilized;
28. That the DFO shall be immediately notified if there is imminent danger of an occurrence that could cause serious harm to fish or fish habitat; and
29. That all in-water habitat features, including aquatic vegetation, natural woody debris and boulders, shall be left in the current locations in the nearshore area.