

**CORPORATION OF THE TOWNSHIP
OF SOUTH ALGONQUIN
BY-LAW NO. 2024-798**

**Being a By-Law to authorize the Mayor and CAO/Clerk-Treasurer
to sign a Development Agreement between the Township and Gerard O'Connor,
Margaret O'Connor, Brendan O'Connor, Kevin O'Connor**

WHEREAS through Minor Variance (Permission) Application #2024-02, approval was granted by the Committee of Adjustment for the Township of South Algonquin on May 15th, 2024, to permit the enlargement of a legal non-conforming structure on the subject lands as described as Part of Lot 16, Concession 13, LT-70698, in the Geographic Ward of Dickens, municipally known as 174 Dennison Bay Lake, PIN 49225-0015;

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: **Gerard O'Connor, Margaret O'Connor, Brendan O'Connor,
Kevin O'Connor**

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

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

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

WHEREAS the Owners are the registered owners of Part of Lot 16, Concession 13, LT-70698, Geographic Ward of Dickens, Township of South Algonquin, District of Nipissing, PIN 49225-0015, municipally known as 174 Dennison Bay Lane (herein called the "**Subject Lands**" as described in Schedule "A" attached hereto);

AND WHEREAS through Minor Variance (Permission) Application #2024-02, approval was granted by the Committee of Adjustment for the Township of South Algonquin on May 15th, 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 Owners are 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 Ravenwood Environmental, dated April 15th, 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 Owners 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 Owners acknowledge and agree to the recommendations of the EIS prepared by Ravenwood Environmental 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 Owners.
4. If the Owners fail or refuse for any reason to comply with any requirement of this Agreement, the Owners shall be in default and the Township may on seven (7) days' notice require the Owners 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 Owners consent to the Township, or its solicitor, registering this Agreement against the Subject Lands, at their expense.
6. This Agreement shall be binding upon the Owners and their heirs, executors, administrators, successors and assigns and the Owners 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)

Gerard O'Connor, Owner)

Margaret O'Connor, Owner)

Brendan O'Connor, Owner)

Kevin O'Connor, 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"

PCL 18392 SEC NIP; PT LT 16 CON 13 DICKENS; PT RDAL ALONG THE SHORE OF
AYLEN LAKE DICKENS; PT RDAL BTN LT 15 AND 16 CON 13 DICKENS AS IN
LT70698; SOUTH ALGONQUIN; DISTRICT OF NIPISSING, PIN 49225-0015

SCHEDULE “B”

Recommendations of the Environmental Impact Study (EIS) prepared by Ravenwood Environmental

The Owners acknowledge and agree to the following:

1. That an approved Sedimentation Barrier be installed downslope of the construction area during all active phases which may result in movement or disturbance of substrate material, to ensure there is no erosion or resulting sedimentation of Ayles Lake as result of activities on site. This barrier will utilize Best Management Practices for construction materials, and will be installed properly, and inspected and maintained as required.
2. That the Sedimentation Barrier remains in place until all disturbed substrate has been stabilized using approved methods (geotextile, hydroseeding, replanting, etc.).
3. That consideration be given to increase the amount of native vegetation along the edge of slope leading down to the shoreline of Ayles Lake, in accordance with the recommended ‘Native to Ontario’ species list in Page 29 of the Report.
4. That during site preparation and construction, care be taken to minimize additional damage to the surrounding mature trees along the driveway and perimeter of the lot.
5. That all vegetation between the building envelope and the shoreline of Ayles Lake will be left intact and undisturbed.
6. That installation of either eavestrough coupled with proper design and maintenance of downspouts, or an accepted natural water diversion option will need to be incorporated into the final design of the addition, in order to prevent displacement of substrate around the cottage, and potential sedimentation of Ayles Lake due to overland runoff of soil and/or particulate matter.