



A People Place, A Change of Pace
SHELBURNE
ONTARIO, CANADA

Meeting Date: Monday, May 31, 2021

To: Mayor Mills and Members of Council

From: **Steve Wever, Town Planner**

Report: P2021-19

Subject: **Consent Agreement for Application
B20/05 for a Residential Lot Severance
at Main Street East**

Recommendation

Be it resolved that Council receive Report P2021-19 as information;

Be it resolved that By-law 31-2021, being a by-law to enter into a Consent Agreement with Montgomery Village Homes Inc. for land having no municipal address and located on the south side of Main Street East, being Part of Lot 32, Concession 2, Part 11 of 7R-360 and Part 1 of 7R-1552 in the Town of Shelburne, County of Dufferin, substantially in the form attached to the by-law and initialled by the Clerk for identification, be read a first, second and third time and finally passed.

Background

On February 8, 2021, provisional Consent was granted by the Committee of Adjustment to sever the existing lot at Main Street East to create one new residential lot (Application File No. B20/05). The property is 2,800 square metres in area and is currently vacant. The severed lot will have an area of 1,406 square metres and 22.86 metres of frontage on Main Street East (Highway 10/89). The retained lot will have an area of 1,375 square metres and will maintain 29.95 metres of frontage onto Main Street East (Highway 10/89). Both lots are intended to be used for a new single detached dwelling.

Access is proposed via two (2) new driveways (one per lot) on the south side of Main Street East. As the property is outside of the Connecting Link, MTO approval and permits for the proposed driveways will be required.

Analysis

The property has no municipal address and is described as Part of Lot 32, Concession 2, Part 11 of 7R-306 and Part 1 of 7R-1552, Town of Shelburne, County of Dufferin. The property is owned by Montgomery Village Homes Inc. and is currently vacant.

The property is located on the north side of Main Street E (Highway 89) and is in the northwest corner of Main Street E (Highway 89) and Country Road 124. The property is designated 'Low Density Residential' in the Official Plan and is located within the built boundary. The property is currently zoned 'Residential Type One Exception One (R1-1)' in the Zoning By-law.

Condition 3 of the provisional Consent approval requires the property owner to enter into an agreement with the Town to establish the obligations of the owner for the servicing, grading and development of the severed and retained lots. The agreement also incorporates required external agency conditions, namely the school board conditions, as required.

A consent agreement has been prepared to establish these requirements and is ready for Council consideration.

The applicant is also required to satisfy the other conditions of the Consent approval through payment of the Secretary-Treasurer's fee, payment of cash-in-lieu of parkland, and by preparing and providing copies of the deposited reference plan before a Certificate of Official is issued for final Consent approval.

The property is located within the Stage 1 area on the Development Staging Plan in the Official Plan, and servicing capacity for two (2) units was previously allocated at the time of the Consent approval.

Financial Impact

The conditions of the Consent approval require payment of cash-in-lieu of parkland dedication for the new lot. The payment of development charges will be required for the new dwelling proposed on the severed lot prior to Municipal Approval of a building permit. The applicant is also responsible for the cost of all related works within the Town rights-of-way for establishing the new driveways and parking areas, grading, drainage and service connections. If the MTO requires a highway widening on the south side of Highway 10/89, the Owner will be required to dedicate the widening to MTO at the Owner's cost.

Policies & Implications (if any) Affecting Proposal

Town of Shelburne Official Plan
Town of Shelburne Zoning By-law 38-2007

Consultation and Communications

The notification and consultation requirements for the Consent and related Zoning Application have been completed in accordance with the Planning Act. The MTO has been consulted required access and the potential need for a highway widening and at the time of preparing this report MTO had not yet confirmed whether a widening is required. There are no further notification or consultation requirements associated with the approval of the Consent Agreement.

Council Strategic Priorities

Council's Strategic Priorities has three Goals - Sustainable, Engaged and Livable. There are a total of 12 targets with the three Goals.

This report aligns with the Sustainable Goals within the Target:

- T4 Promote balanced growth

Supporting Documentation

Approved Consent Sketch
By-law #31-2021 and Consent Agreement dated May 31, 2021

Respectfully Submitted:

Steve Wever, MCIP, RPP, Town Planner

Reviewed by:

Denyse Morrissey, CAO

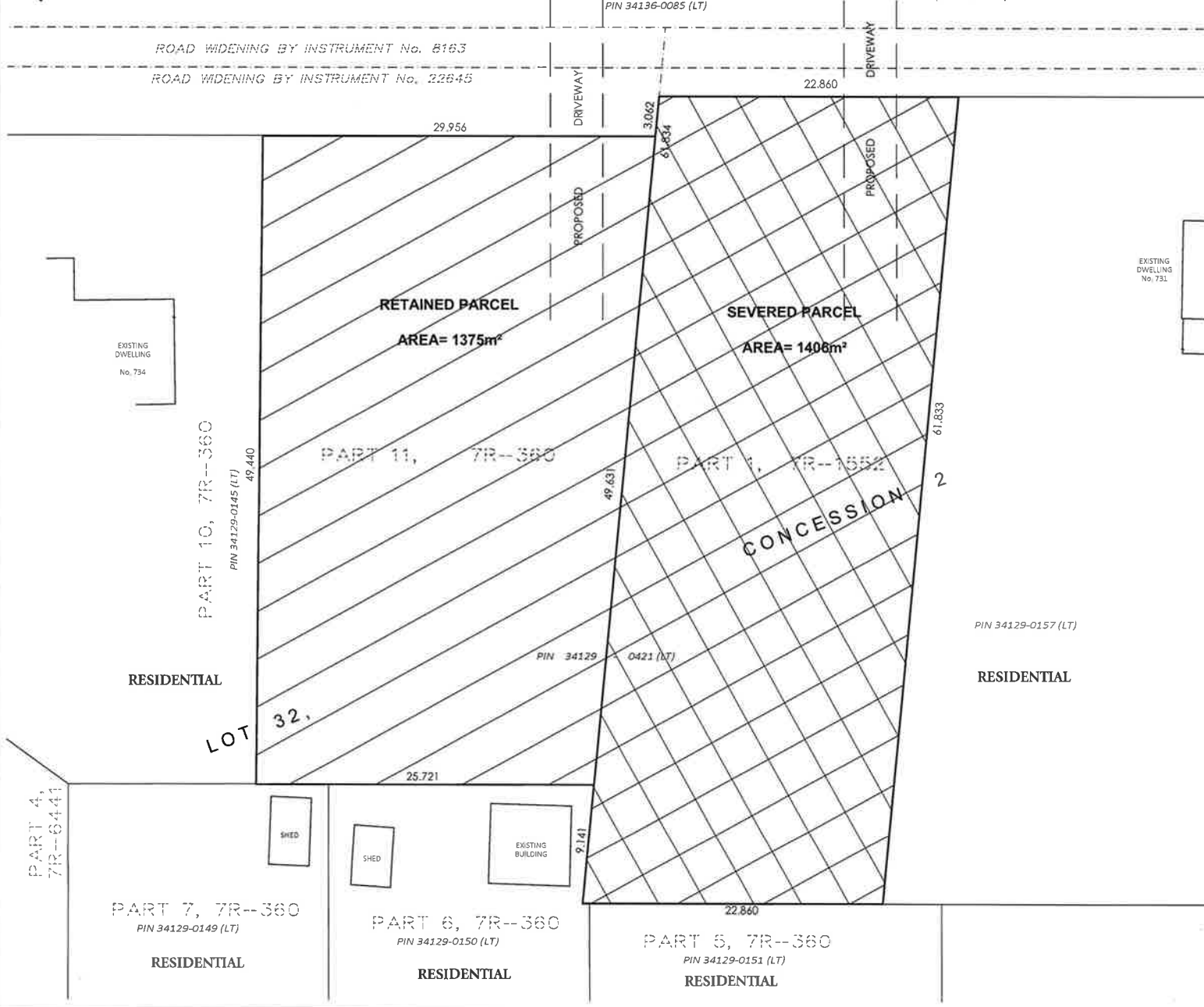


PROVINCIAL HIGHWAY 10 & 89 (KNOWN AS MAIN STREET)
 ROAD ALLOWANCE BETWEEN TOWNSHIPS OF AMARANTH & MELANCTHON (20.117 WIDE)
 PIN 34136-0085 (LT)

**SKETCH FOR PROPOSED SEVERANCE
 LANDS DESCRIBED IN
 PIN 34129 - 0421**

SCALE 1 : 200

 VAN HARTEN SURVEYING INC.



DENOTES RETAINED PARCEL AREA = 1375 m²
 DENOTES SEVERED PARCEL AREA = 1406 m²
TOTAL AREA = 2781 m²

PROPERTY DESCRIPTION
 PIN 34129 - 0421
 PART OF LOT 32, CONCESSION 2
 PART 11, 7R-360 AND PART 1, 7R-1552
 GEOGRAPHIC TOWNSHIP OF AMARANTH
 TOWN OF SHELBURNE
 COUNTY OF DUFFERIN

BOUNDARY NOTE:
 BOUNDARIES SHOWN IN F-HEAVY OUTLINE ARE BASED
 ON RECORDS OF VAN HARTEN SURVEYING INC.

CAUTION
 THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE
 USED EXCEPT FOR THE PURPOSE INDICATED IN THE
 TITLE BLOCK.

METRIC:
 DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND
 CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

REVISION SCHEDULE			
No.	DATE	BY	COMMENTS
1	DEC-11	PCF	FIRST SUBMISSION

Van Harten
 SURVEYING INC.
 LAND SURVEYORS and ENGINEERS

Kitchener/Waterloo Ph: 519-742-8971 Guelph Ph: 519-821-2769 Orangeville Ph: 519-940-4210
 www.vanharten.com info@vanharten.com

DRAWN BY: PCF CHECKED BY: EEL PROJECT No. 27599-19

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THE CORPORATION OF THE TOWN OF SHELBURNE

BY-LAW NUMBER #31-2021

WHEREAS pursuant to the provisions of the Municipal Act, 2001, S.O. 2001 c. 25 as amended, ss. 8 & 9 refers the Town is authorized to enact this by-law;

AND WHEREAS the property dealt with in the by-law is subject to consent;

AND WHEREAS the Planning Act R.S.O. 1990 c. P.13 s. 51(26) and 53(12) provides for the Town and the owner to enter into an agreement with respect to the approval of a consent;

NOW THEREFORE the Municipal Council of The Corporation of the Town of Shelburne hereby enacts as follows:

1. THAT The Corporation of the Town of Shelburne enter into a Consent Agreement with Montgomery Village Homes Inc., dated as of May 31, 2021, for land located on the south side of Main Street East (Highway 10/89) having no municipal address and described as Part of Lot 32, Concession 2, Part 11 of 7R-360 and Part 1 of 7R-1552 in the Town of Shelburne, County of Dufferin, substantially in the form attached to this by-law and initialled by the Clerk for identification.
2. THAT the Mayor or his designate and the Clerk are hereby authorized to execute the agreement and all documents necessary to complete the matters authorized by this by-law.

READ A FIRST, SECOND in Open Council this the 31st day of May 2021.

READ A THIRD TIME in Open Council, and finally passed this the 31st day of May 2021.

Mayor

Clerk

PLANNING ACT AGREEMENT dated as of May 31, 2021

B E T W E E N:

Montgomery Village Homes Inc. PARTY OF THE FIRST PART
hereinafter called the “Owner”

and

THE CORPORATION OF THE TOWN OF SHELBURNE
hereinafter called the “Municipality” or the “Town”

PARTY OF THE SECOND PART

WHEREAS the Owner represents and warrants that it is the sole beneficial Owner of the lands as described in Schedule “A” annexed hereto and that this Agreement relates to all of the said lands and premises described therein;

AND WHEREAS the Owner has made a severance application (application file number B20/05) in respect of the said lands described in Schedule “A” hereto (hereinafter called the “Lands”);

AND WHEREAS pursuant to the provisions of the Planning Act, ss. 51 (26) and 53(12), the Owner is required to enter into this Agreement as a condition of the severance;

NOW THEREFORE in consideration of the mutual premises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which the parties all acknowledge, the parties hereto covenant and agree as follows:

SERVICE REQUIREMENTS

1. Prior to the submission of an application for a building permit, the Owner shall submit to the Town’s Engineer lot grading and servicing plans. No building permit shall issue until the approval of the grading and servicing plans by the Town’s Engineer. The servicing plan shall include particulars of sanitary sewers, water supply, storm sewers, hydrants, entrances and utilities deemed necessary by the Town of Shelburne for the servicing of the severed and retained lots in accordance with Town standards and to the satisfaction of the Town’s Engineer.
2. The Lands shall be graded in accordance with the lot grading plans approved by the Town’s Engineer, and the Owner shall not alter or interfere with the grading and drainage levels and patterns as provided on the individual lot grading and drainage plans and, without limiting the generality of the foregoing, the Owner shall not alter, fill, fence, stop up, build upon, obstruct or allow to become clogged, or fall into a state of disrepair any rear or side yard drainage depression, swale or catch basin, drainage channel facility or installation, unless the work is done pursuant to a revised site, grade and elevation plan approved by the Town.
3. The Owner agrees that, should the approved site, grade and elevation plan require the importation of fill onto the subject lands, the Owner shall provide the following assurances by a Qualified Person, to the satisfaction of the Town:
 - (a) before any soil was brought to the subject lands, samples were collected from the soil to be brought to the subject lands and the samples were analyzed in accordance with this Section;

- (b) the concentration of contaminants in the soil was known to be equal to or lesser than the standard for the contaminant set out in Table 1 of the *Soil, Ground Water and Sediment Standards for use under Part XV.1 of the Environmental Protection Act* issued by the Ministry of Environment, Conservation and Parks (MECP), as amended from time to time (“the Standards”);
 - (c) the soil samples that were collected and analyzed were collected and selected for analysis so as to obtain representative results that locate any areas in the soil being sampled where a contaminant may have been present at a concentration exceeding the Standards for the contaminant and at least one soil sample was analyzed for each 160 cubic metres of soil for the first 5,000 cubic metres of soil from each source of soil, following which at least one sample for each additional 300 cubic metres of soil was analyzed;
 - (d) the samples were collected for the purpose of determining if contaminants were present in the soil as a result of any potentially contaminating activity or other environmental condition at the property from which the soil originated while the soil was there, or at any property at which the soil had subsequently been stored while the soil was being stored at that property, or while the soil was being handled, stored or transported at any time before its final placement on, in or under the subject lands;
 - (e) the samples were collected by the Qualified Person, or under the supervision of the Qualified Person by an individual qualified to take samples for such purpose, and analysis of the samples was carried out at an accredited laboratory; and,
 - (f) for the purposes of this Section, a “Qualified Person” is a person who holds a license, limited license or temporary license under the *Professional Engineers Act*, or a person who holds a certificate of registration under the *Professional Geoscientists Act, 2000* and is a practicing member, temporary member or limited member of the Association of Professional Geoscientists of Ontario.
4. All connections to municipal services shall be subject to the approval of the Town’s Engineer, shall be in accordance with the lot grading and servicing plan approved by the Town’s Engineer, and no occupancy permit shall be granted until such approvals are given. All service connections shall be at the Owner’s expense. The Owner shall provide a minimum of 5 days advance notice to the Town’s Engineer prior to completing any service connections.
 5. The Owner shall, prior to an occupancy permit being granted, repair any damage to existing sidewalks, boulevards, curbs, and roadways as a result of the development to the satisfaction of the Town’s Engineer. The Town will arrange and pay the cost for the curb cuts for the proposed driveways and upon completion of the curb cuts by the Town, the Owner shall reimburse the Town for the cost of completing the curb cuts required for the proposed driveways.
 6. The Owner shall provide a minimum of 5 days advance notice to the Town’s Engineer prior to completing any of the works required within the Town right-of-way.
 7. The Owner acknowledges and agrees that it shall be responsible for obtaining any further approvals that may be required for the development of the subject lands, including but not limited to an entrance permit and a building permit and including the requirements of the Ministry of Transportation Ontario (MTO). The Owner further acknowledges and agrees that nothing herein relieves the Owner from compliance with the requirements of the Town’s Zoning By-law, or any other law or regulation that may apply to the development of the subject lands.

EXISTING BUILDINGS AND STRUCTURES

8. The Owner shall demolish and remove from the lands, or cause to be demolished and removed from the lands, any existing buildings and structures located on the severed and

retained lot. No building permit shall be issued for a new building or structure on the severed and retained lot until the existing buildings and structures, if any, have been completely removed.

9. The Owner shall be responsible for all costs in connection with the requirement to demolish and remove the existing buildings and structures, if any, including those of the Town in accordance with Section 20.

PARKING REQUIREMENTS

10. The Owner shall construct and maintain parking spaces on the retained lot and severed lot in accordance with the Town's Zoning By-law and this Agreement.

EASEMENTS

11. The Owner shall designate and grant, when necessary, easements upon the lands herein described to provide for services, utilities, and drainage that may be required to furnish an outlet for storm water or natural courses across the lands, as required by the Town.

HIGHWAY WIDENING

12. The Owner shall dedicate a highway widening, if required by the MTO along Highway 10/89, such widening to be surveyed and dedicated to the satisfaction of the MTO at the cost of the Owner.

TREES

13. The Owner acknowledges and agrees and shall ensure that the development of the Lands includes measures to protect the existing trees that are located on the Town rights-of-way along the boundary with the Lands.
14. The Owner shall be responsible for implementing the measures to protect the existing trees on the Town rights-of-way for the duration of the development of the Lands, to the satisfaction of the Town.
15. If, in the opinion of a qualified professional appointed or approved by the Town, any of the trees on the Town rights-of-way require removal to accommodate the development and/or have been adversely impacted by the development, the Owner shall be responsible for the cost of removing any trees that require removal due to location or that have or may become hazardous and for the cost of planting an equal number of replacement trees for each tree that is required to be removed, to the satisfaction of the Town.
16. The Owner shall be responsible for all costs in connection with implementing the tree preservation, removal and replacement requirements, including those of the Town in accordance with Section 20.

UPPER GRAND DISTRICT SCHOOL BOARD

17. The Owner (or the person applying for building permits) shall pay the applicable Education Development Charges prior to the issuance of the building permit.

ACKNOWLEDGEMENT AND RELEASE

18. The Owner shall indemnify and hold harmless the Town from all claims arising by reason of or related to the approval of the severance, application file number B20/05.

REGISTRATION OF AGREEMENT

19. The parties hereto agree that this Agreement may at the option of the Municipality be registered against the title of the lands and premises herein described at the cost of the

Owner. The execution of this Agreement shall be conclusive authorization to the Town's solicitor to register this Agreement on behalf of all parties.

MUNICIPAL EXPENSES

20. The Owner shall reimburse the Municipality for all charges and expenses incurred by the Municipality in connection with the preparation and enforcement of this Agreement, including all engineering, planning, legal and administrative fees, and including charges for compliance certificates. The Owner shall reimburse the Town for such municipal expenses within 30 days of invoices for the same being provided, following which any unpaid amounts shall bear interest at a rate of 1% per month. Any amounts that remain unpaid after 6 months shall be recoverable in like manner as taxes pursuant to the provisions of the *Municipal Act, 2001*.

AGREEMENT RUNS WITH THE LAND

21. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns as the case may be and in the event of the Agreement herein being registered against the title of the land, the Agreement shall be deemed to run with the lands.
22. Where in this Agreement the context so requires, words in the singular include the plural and words in the plural include the singular, and words importing the masculine gender include the feminine and neuter genders.
23. Any part of this Agreement that is invalid shall be severed from the balance of the Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the effective date.

Montgomery Village Homes Inc.

Albert Bax, Owner

The Corporation of the Town of Shelburne
Per:

W. Mills, Mayor

Jennifer Willoughby, Clerk

We have the authority to bind the Corporation.

SCHEDULE “A”

LEGAL DESCRIPTION OF LANDS

Part of Lot 32, Concession 2, Part 11 of 7R-360 and Part 1 of 7R-1552
Town of Shelburne, County of Dufferin