



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, MCIP, RPP, Town Planner**

Report: P2021-21

Subject: **Consent Agreement for Applications B20/03 for a Residential Lot Severance and B21/01 for a Servicing Easement at 331 Victoria Street, Shelburne**

Recommendation

Be it resolved that Council receive Report P2021-21 as information;

Be it resolved that By-law 33-2021, being a by-law to enter into a Consent Agreement with Frank Denis Brown for land located at 331 Victoria Street, substantially in the form attached to the by-law, be read a first, second and third time and finally passed.

Background

On September 21, 2020, provisional Consent was granted by the Committee of Adjustment to sever the existing lot at 331 Victoria Street to create one new residential lot (Application File No. B20/03). The property is 726 square metres in area and currently contains a single detached dwelling fronting onto Victoria Street. The severed lot will have an area of 363 square metres and 22.7 metres of frontage on Mill Street. The retained lot will have an area of 363 square metres and will maintain 16.1 metres of frontage onto Victoria Street. As these proposed lot sizes do not meet the lot area requirements for the R2 zone, a zone change was required to a site-specific Residential Type Four (R4) Zone for both the severed and retained lots. An application for

Zoning By-law Amendment (Z20/01) was received with the Consent Application and the related Zoning By-law Amendment (By-law 43-2020) was approved by Council on September 21, 2020, re-zoning the area of the proposed retained lot to R4-8 and the area of the proposed severed lot to R4-9. A further application for Consent was received for a proposed servicing easement for the existing private sanitary sewers located within the subject land, including a private sewer servicing the existing dwelling at 327 Victoria Street and an adjacent private sewer servicing the existing dwelling on the subject land at 331 Victoria Street. Provisional Consent (B21/01) was granted for the easement on April 12, 2021. Both Consents (B20/03 and B21/01) include a condition that requires the owner to enter into an agreement with the Town for the development and addressing the provision of an easement in favour of 327 Victoria Street and the retained lot for access to maintain and repair the existing private sanitary sewers servicing the existing dwelling on each property.

Analysis

The subject property is municipally known as 331 Victoria Street and is legally described as Lot 6, Block 18 on Registered Plan 8A, Town of Shelburne, County of Dufferin, and is currently owned by Frank Denis Brown.

The property is located in the northeast corner of the intersection of Victoria Street and Mill Street. The property is designated 'Residential (Medium Density)' in the Official Plan and is located within the 'Built Boundary'. The property is zoned Residential Type Four Exception Eight (R4-8) Zone for the area of the lot to be retained for the existing dwelling, and Residential Type Four Exception Nine (R4-9) for the area of lot to be severed, in the Zoning By-law.

Condition 3 of the provisional Consent approvals for the new lot and for the servicing easement 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 and for the provision of an easement for the existing private sanitary sewers. A consent agreement has been prepared to establish these requirements and incorporates required external agency conditions, namely the school board conditions, as required, and is ready for Council consideration.

The Owner's solicitor has provided a draft Transfer Easement and Easement Agreement between the owners of 327 and 331 Victoria Street, which addresses the following:

- Each property is serviced by separate private sewer pipes which run side-by-side along a trench that is approximately one metre wide located along the norther boundary of 331 Victoria Street and which

connect to the Town's existing sanitary sewer to the east (in the Town right-of-way for the rear lane);

- The sewers run across both the severed and retained portions of 331 Victoria Street, and therefore the easement across the severed lot will be in favour of both the retained lot at 331 Victoria Street and the property at 327 Victoria Street, and the easement across a portion of the retained lot will be in favour of 327 Victoria Street;
- The easement is to permit the parties to the easement to enter the land when necessary to repair and maintain the private sewer pipes;
- The easement land is required to be kept clear of any obstructions (new sheds, fences, gardens or other buildings or structures) to the use of the easement and the agreement acknowledges the location of an existing shed at 331 Victoria Street within the easement land which may need to be removed to provide access to maintain or repair the sewer;
- The owners of the easement lands are responsible for the regular maintenance of the lands (ie. weeding and grasscutting) at their own expense;
- If maintenance or repair of the sewer pipes is required, the party to the easement for the subject sewer pipe requiring repair/maintenance shall undertake the work and return the easement lands to their original state at that party's sole expense.

A survey (Reference Plan 7R-6698) has been provided including Parts 1 and 3 which will be subject to the above easements.

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 the proposed new dwelling on the severed lot 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 and retained lot prior to Municipal Approval for 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, and for registering the required easements.

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 were completed in accordance with the Planning Act. 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

Deposited Reference Plan 7R-6698
By-law#33-2021 and Consent Agreement dated May 31, 2021

Respectfully Submitted:

Steve Wever, MCIP, RPP, Town Planner

Reviewed by:

Denyse Morrissey, CAO

SCHEDULE				
PART	LOT/BLOCK	PLAN	PIN	AREA (M ²)
1	LOT 6			13.0
2	LOT 6			175.2
3	LOT 6			0.2
4	LOT 6			235.8

PLAN 7R-6698
 Received and deposited
 May 19th, 2021
 Christopher Holloway
 Representative for the
 Land Registrar for the
 Land Titles Division of
 Dufferin (No.7)

**PLAN OF SURVEY OF
 ALL OF LOT 6
 BLOCK 18
 REGISTERED PLAN No. 8A
 TOWN OF SHELburne
 COUNTY OF DUFFERIN**

SCALE 1:200
 VAN HARTEN SURVEYING INC.

THE INTENDED PLOT SIZE OF THIS PLAN IS 457 mm IN WIDTH BY 610 mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:200

- BEARING AND COORDINATE NOTE:**
- BEARINGS ARE GRID BEARINGS AND ARE DERIVED FROM GPS OBSERVATIONS AND ARE REFERRED TO THE UTM PROJECTION, ZONE 17, NAD 83 (CSRS-2010) ADJUSTMENT.
 - DISTANCES SHOWN ON THIS PLAN ARE ADJUSTED GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY 0.999579
 - COORDINATES ON THIS PLAN ARE UTM, ZONE 17, NAD83 (CSRS-2010) ADJUSTMENT AND ARE BASED ON GPS OBSERVATIONS FROM A NETWORK OF PERMANENT GPS REFERENCE STATIONS.

UTM COORDINATES (METRES)			
POINT ID	NORTHING	EASTING	
A	4,880,548.17	563,246.03	
B	4,880,548.89	563,233.68	
C	4,880,580.05	563,286.16	

THESE COORDINATE VALUES COMPLY WITH SECTION 1(4) OF REG 216/10. THESE COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH THE CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

BEARING COMPARISONS:
 FOR THE PURPOSES OF BEARING COMPARISON, PREVIOUS SURVEYS HAVE BEEN ROTATED TO UTM BEARINGS BY THE ANGLES SHOWN BELOW.

PLAN	ROTATION FOR NORTHEAST BEARINGS
PI, P4	1° 14' 45"
P2	4° 37' 40"

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

- LEGEND:**
- DENOTES SURVEY MONUMENT SET
 - DENOTES SURVEY MONUMENT FOUND
 - SB DENOTES 025 X 025 X 1.20 STANDARD IRON BAR
 - IB DENOTES 025 X 025 X 0.60 IRON BAR
 - SSB DENOTES 025 X 025 X 0.60 SHORT STANDARD IRON BAR
 - RP DENOTES 025 DIA X 0.02 HOLLOW IRON BAR WITH STAMPED WASHER
 - PB DENOTES 025 X 025 X 0.30 PLASTIC BAR
 - EC DENOTES CUT CRUISE
 - WIT DENOTES WITNESS
 - OU DENOTES ORIGIN UNKNOWN
 - OH DENOTES VAN HARTEN SURVEYING INC. Q.I. 3'S
 - DT DENOTES SURVEYORS REAL PROPERTY SURVEY BY P. J. WILLIAMS, O.L.S. DATED SEPT. 6, 1996
 - P7 DENOTES BUILDING LOCATION SURVEY BY P. J. WILLIAMS, O.L.S. DATED AUG. 26, 1995
 - P3 DENOTES PLAN 7R-1141
 - P4 DENOTES PLAN 7R-7300
 - P5 DENOTES PLAN 7R-6478
 - P6 DENOTES REGISTERED PLAN No. 8A
 - 1211 DENOTES P. J. WILLIAMS, O.L.S.
 - FC DENOTES SHANK CORNER
 - DENOTES BOARD FENCE UNLESS OTHERWISE NOTED

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM
- THIS SURVEY WAS COMPLETED ON THE 5TH DAY OF MAY, 2021.

DATE: MAY 6, 2021
 LUKE G. WILCOX
 ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER 2156463.



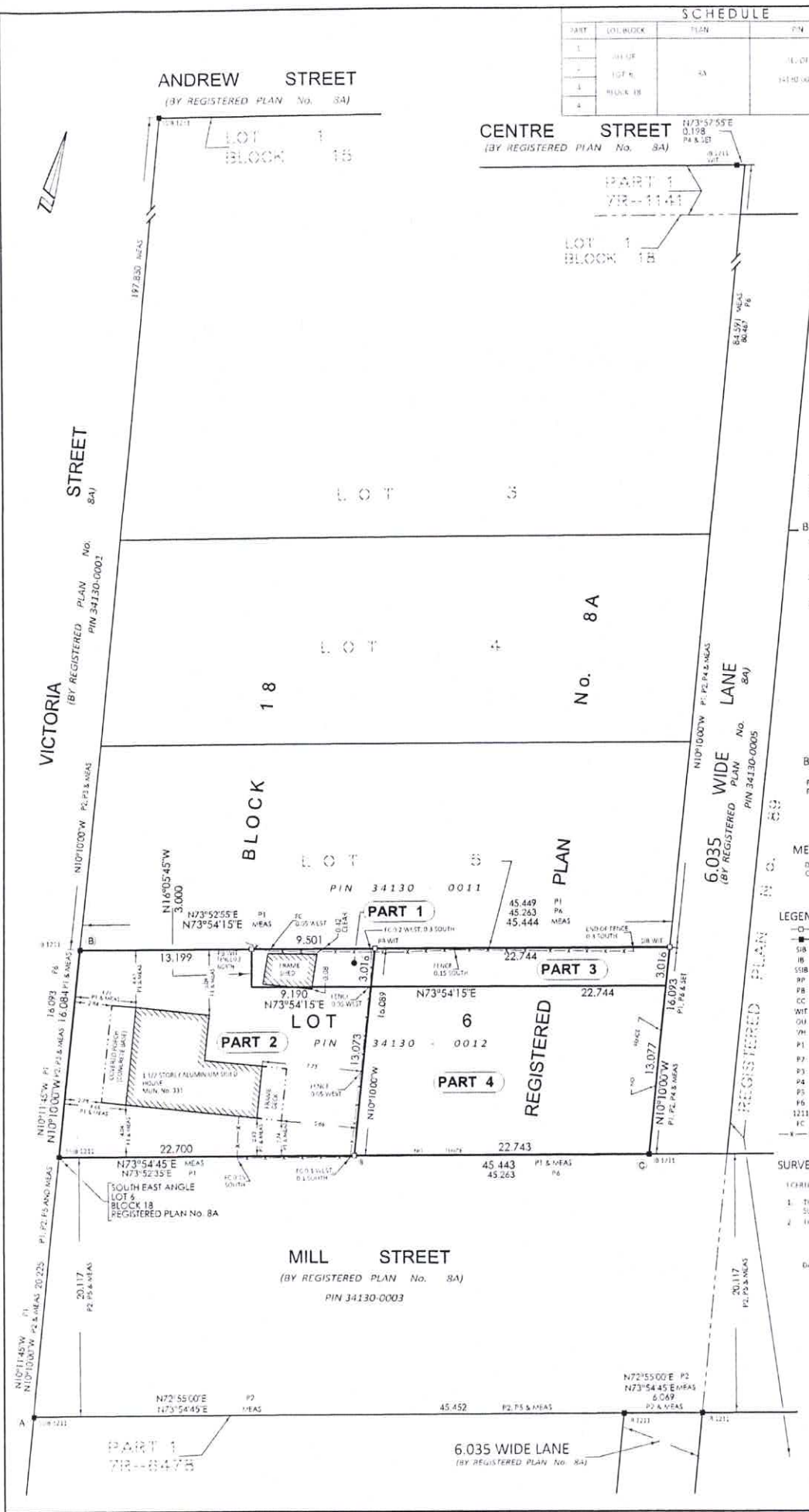
Van Harten
 SURVEYING INC.
 LAND SURVEYORS AND ENGINEERS

4100 Hwy 107, Toronto, ON M2H 3P4
 416-291-7777

5100 Hwy 107, Toronto, ON M2H 3P4
 416-291-7777

www.vanharten.com info@vanharten.com

May 18, 2021 11:41:55 AM
 1. The Survey of Lot 6, Block 18, Registered Plan No. 8A (2021-17) (2021-17)



THE CORPORATION OF THE TOWN OF SHELBURNE

BY-LAW NUMBER #33-2021

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 Frank Denis Brown, dated as of May 31, 2021, for property located at 331 Victoria Street, substantially in the form attached to this by-law and initiated 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

B E T W E E N:

FRANK DENIS BROWN
hereinafter called the "Owner"

PARTY OF THE FIRST PART

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 B20/03) and easement application (B21/01) 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. 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.

4. 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.
5. 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.
6. 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. 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

7. The Owner shall demolish and remove from the lands, or cause to be demolished and removed from the lands, the existing accessory shed located on the severed lot. No building permit shall be issued for a new building or structure on the severed and retained lot until the existing accessory shed has been completely removed from the severed lot.
8. The Owner shall be responsible for all costs in connection with the requirement to demolish and remove the existing shed, including those of the Town in accordance with Section 21.

PARKING REQUIREMENTS

9. 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

10. 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.
11. The Owner shall designate and grant an easement in favour of the property at 327 Victoria Street for access to maintain and repair the existing private sanitary sewer located along the northerly lot line of the severed lot and part of the northerly lot line of the retained lot, such easement to be registered on title to the severed and retained lots and not to be released except with the written approval of the Town.

TREES

12. 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.
13. 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.
14. 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.

15. 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 21.

FENCES

16. The Owner acknowledges and agrees and shall ensure that the development of the Lands includes measures to protect the existing fences located along or near the common lot boundaries between the Lands and the adjoining lots and shall repair or replace any boundary fencing that is damaged or removed as a result of the development of the Lands, to the Town's satisfaction.
17. The Owner shall be responsible for all costs in connection with the repair or replacement of existing fencing, including those of the Town in accordance with Section 21.

UPPER GRAND DISTRICT SCHOOL BOARD

18. 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

19. 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 B19/02.

REGISTRATION OF AGREEMENT

20. 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

21. 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

22. 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.
23. 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.
24. 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.

Frank Denis Brown

F. Brown, Owner

I have the authority to bind the Corporation.

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

All of Lot 6, Block 18, Registered Plan 8A,
Town of Shelburne, County of Dufferin