



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

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<b>Meeting Date:</b>	Monday, July 22, 2024
<b>To:</b>	Mayor Mills and Members of Council
<b>From:</b>	<b>Steve Wever, MCIP, RPP, Town Planner</b>
<b>Report:</b>	P2024-11
<b>Subject:</b>	<b>Consent Agreement for Application B22/03 for a Residential Lot Severance at 402 First Avenue East, Shelburne</b>

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### Recommendation

Be it resolved that Council receive Report P2024-11 as information;

Be it resolved that By-law 29-2024, being a by-law to enter into a Consent Agreement with Ferne Osborne for land located at 402 First Avenue East, 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 January 23, 2023, provisional Consent was granted by the Committee of Adjustment to permit the severance of the existing lot at 402 First Avenue East to create one new residential lot (Application File No. B22/03). The property is 1,035 square metres in area and currently contains a single detached dwelling and a shed in the rear yard. The dwelling fronts onto First Avenue East and flanks Jelly Street North. The severed lot will have an area of 464 square metres and 20.3 metres of frontage on Jelly Street North. The retained lot will have an area of 570 square metres and will maintain 15.19 metres of frontage onto First Avenue East. The existing single detached dwelling will be maintained, with the shed to be demolished or relocated. A single detached dwelling is proposed to be constructed on the severed lot in the future with the timing to be determined by the applicant. Driveway access will be required along Jelly Street to provide the required parking.

## Analysis

The property is municipally known as 402 First Avenue East and is legally described as Lot 1 and Part Lot 2, Plan 12A, Block 28, in the Town of Shelburne, County of Dufferin. The property is owned by Ferne Osborne and currently contains a single detached dwelling and a shed in the rear.

The property is located at the northeast corner of First Avenue East and Jelly Street. The property is designated 'Residential' in the Official Plan, is located within the built boundary and is zoned Residential Type Two (R2).

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 existing shed on the severed lot is required to be removed or relocated.

A consent agreement has been prepared to establish these requirements and is ready for Council consideration. Design guidelines are required for the new dwelling proposed on the severed lot and are included in Schedule 'B' to the agreement.

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 applicant is also required to satisfy Condition 4 of the provisional Consent by obtaining approval of a Minor Variance (Application File No. A22/09R) to permit a reduced rear yard setback of 7.0 metres for the retained land rather than the required 7.5 metres. A revised Minor Variance application (A22/09R) has been received and will be presented for consideration by the Committee of Adjustment on July 22, 2024.

The property is located within the Stage 1 area on the Development Staging Plan in the Official Plan, and servicing capacity for the new lot was previously allocated at the time of the Consent approval. The proposed single detached dwelling will require the installation of municipal water and municipal sanitary sewers on Jelly Street to connect to existing municipal sanitary services via the 200mm sanitary collection main and 150mm watermain on First Avenue East, at the cost of the owner. The sanitary and water services for the existing dwelling are on First Avenue East and can remain in that location with no changes required as a result of the proposed severance. A detailed grading and servicing plan will be required prior to servicing/development of the new lot and prior to building permit issuance for the new dwelling.

## 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 demolishing or relocating the existing shed, and all related works within the Town rights-of-way for establishing the new driveways and parking areas, grading, drainage and service connections, as well as any tree removal and new plantings.

## 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 Minor Variance application have been completed in accordance with the Planning Act. There are no further notification or consultation requirements associated with the approval of the Consent Agreement.

## Council Priorities

Council's Priorities has three Pillars - Sustainable, Engaged and Livable. There is a total of 14 Priorities within the three Pillars. This report aligns with the Sustainable Pillar within the Priority of:

SP3 Promote balanced growth.

## Supporting Documentation

Approved Consent Sketch  
By-law 29-2024 and Consent Agreement dated July 22, 2022

Respectfully Submitted:

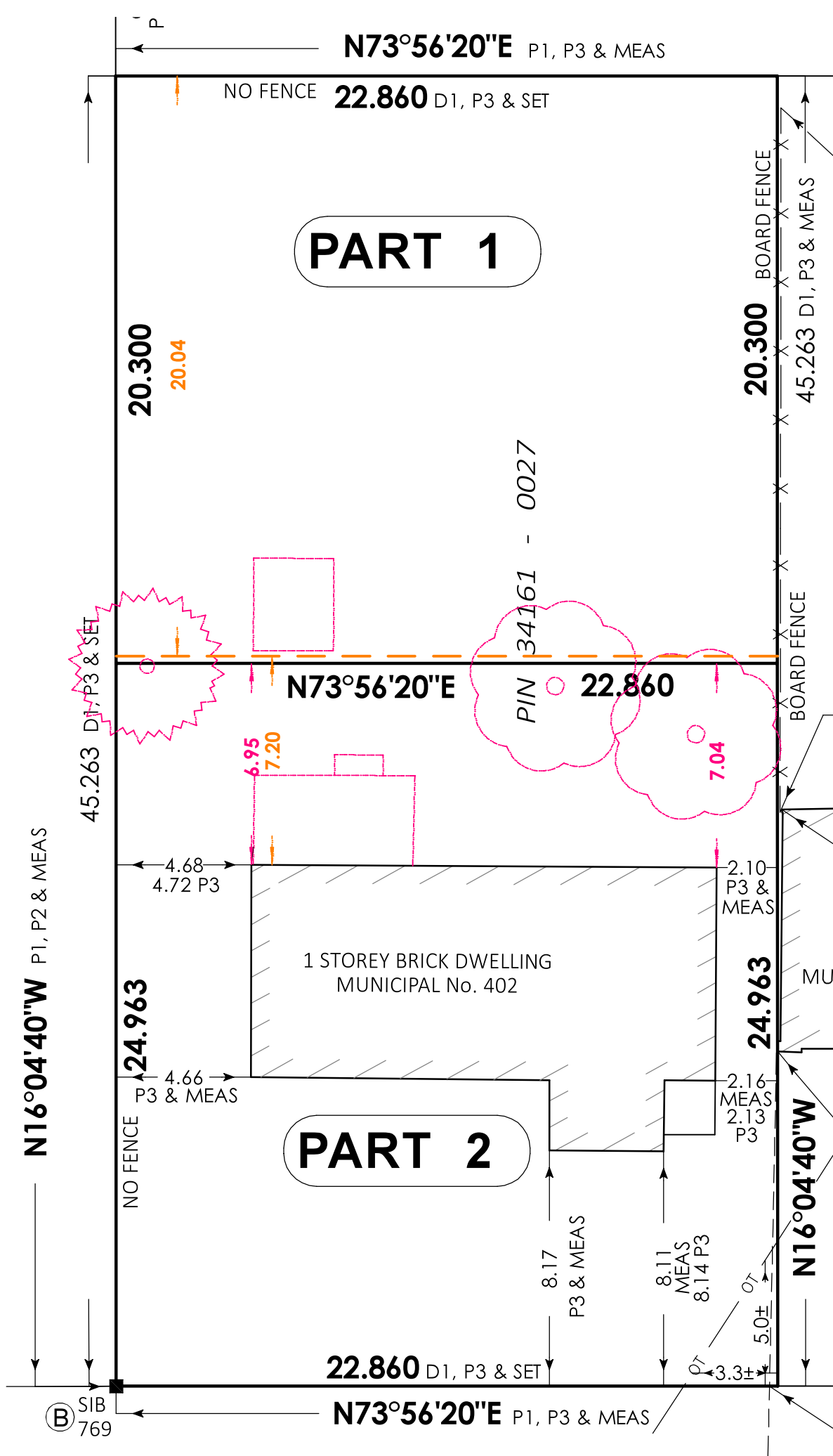
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Steve Wever, MCIP, RPP, Town Planner

Reviewed by:

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Denyse Morrissey, CAO



**THE CORPORATION OF THE TOWN OF SHELBURNE**

**BY-LAW NUMBER #29-2024**

**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 Planning Act Agreement with Ferne Osborne, dated as of July 22, 2024, for land located at 402 First Avenue East and described as Lot 1, Part Lot 2, Block 28, Registered Plan 12A, 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 22nd day of July 2024.**

**READ A THIRD TIME in Open Council, and finally passed this the 22nd day of July 2024.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

PLANNING ACT (CONSENT) AGREEMENT dated as of July 22, 2024

B E T W E E N:

FERNE OSBORNE  
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 B22/03) 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 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 Lands.

#### **EXISTING BUILDINGS AND STRUCTURES**

7. The Owner shall relocate, or demolish and remove from the Lands, the existing shed such that is located entirely on the retained lot together with the existing dwelling and is located in compliance with the requirements of the Zoning By-law. No building permit shall be issued for a new building or structure on the severed lot until the existing shed on the retained lot has been completely removed or relocated.
8. The Owner shall be responsible for all costs in connection with the requirement to relocate or demolish and remove the existing shed, including those of the Town in accordance with Section 17.

#### **PARKING REQUIREMENTS**

9. The Owner shall construct and maintain driveways and 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.

#### **FENCES**

11. 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.
12. 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 17.

#### **DESIGN GUIDELINES**

13. The Owner covenants and agrees that no Municipal Approvals for building permit(s) shall be granted by the Town and that no building permit(s) shall issue for a new building on the severed lot until lot servicing and grading plans and building plans have been submitted for review and approved by the Town, and further that said plans shall adhere to the Infill Dwelling Design Guidelines, or such modifications to them as may be mutually agreed upon, as set out in Schedule "B".

#### **DEVELOPMENT CHARGES**

14. The Owner (or the person applying for building permits) shall pay the applicable Town of Shelburne Development Charges, County of Dufferin Development Charges and Upper

Grand District School Board Education Development Charges prior to the issuance of the building permit.

### **ACKNOWLEDGEMENT AND RELEASE**

15. 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 B22/03.

### **REGISTRATION OF AGREEMENT**

16. 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 FEES AND EXPENSES**

17. 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*.
18. The Owner covenants and agrees that no Municipal Approvals for building permit(s) shall be granted by the Town and that no building permit(s) shall issue until the Municipal Approval Fee and Lot Grading Deposit have been paid to the Town in accordance with the Town's by-laws. The Owner acknowledges and agrees that the Lot Grading Deposit may be used by the Town to pay for inspection, review and remediation of lot grading on the Lands and to ensure the required fencing replacements/repairs, if any are required, are completed to the Town's satisfaction in accordance with Section 12. Unused portions of the deposit shall be returned to the Owner after grading of the Lands has been certified by the Town Engineer and/or Director of Development and Operations.

### **AGREEMENT RUNS WITH THE LAND**

19. 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 Lands, the Agreement shall be deemed to run with the Lands.
20. 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 neutral genders.
21. 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.

Ferne Osborne

\_\_\_\_\_  
Ferne Osborne, Owner

The Corporation of the Town of Shelburne  
Per:

\_\_\_\_\_  
Wade Mills, Mayor

\_\_\_\_\_  
Jennifer Willoughby, Clerk

We have the authority to bind the Corporation.

**SCHEDULE “A”**

**LEGAL DESCRIPTION OF LANDS**

Lot 1, Part Lot 2, Block 28, Registered Plan 12A,  
Town of Shelburne, County of Dufferin

## **SCHEDULE “B”**

### **INFILL DWELLING DESIGN GUIDELINES**

#### **PART 1 – DESIGN GUIDELINES**

##### **1. Building Orientation, Scale, Proportion and Setbacks**

- 1.1 The new dwelling should be oriented with the main front building façade and main entrance and a front porch facing Jelly Street North.
- 1.2 The scale, massing and proportions of the new dwelling should respect and should not overshadow, but is not required to duplicate, the prevailing scale, massing and proportions of existing neighbouring residential buildings.
- 1.3 Where there is an established uniform building setback along the street, the new dwelling should be setback from the street at the same or similar distance as existing neighbouring residential buildings, or as otherwise required by the Zoning By-law.

##### **2. Building Height and Roof Lines**

- 2.1 The new dwelling should not be significantly taller or shorter than the height of existing neighbouring residential buildings.
- 2.2 The roof design for new dwelling should incorporate varied roof lines that are complementary or similar in style and pitch as the roof of the existing neighbouring residential buildings.

##### **3. Front Porch and Walkway**

- 3.1 The front of the new dwelling should be oriented to the street, be articulated to provide interest, avoid blank walls and feature pedestrian-scale architectural features including a prominent entrance and functional covered front porch.
- 3.2 A paved or stone walkway between 1.5 metres and 3.5 metres in width, or similar in width as the front porch steps, should be provided from the sidewalk to the front porch steps, and should be constructed of firm, level, and non-slip materials.

##### **4. Doors and Windows**

- 4.1 The main entrance / front door of the new dwelling should be oriented to and clearly visible from the public street (Jelly Street North).
- 4.2 Separate, secondary entrances from the exterior including any exterior doors required for additional dwelling unit(s) within the main dwelling should be located to the side or rear of the dwelling where possible and designed to avoid confusion with the main entrance door for the new dwelling.
- 4.3 The front façade of the dwelling should have appropriate window placement, scale and proportion, to respect and complement that of existing neighbouring residential buildings.
- 4.4 Where pitched roofs are punctuated with dormers, windows of appropriate scale and placement should be included within the dormer face.
- 4.5 Windows and balconies shall be located and designed to minimize viewing into neighbouring rear yards and living areas.

## **5. Driveway/Parking and Private Garage**

- 5.1 The driveway should be located in the front yard and it should not dominate the front yard.
- 5.2 Required parking for the main dwelling and any additional dwelling unit(s) should be located to the side of the dwelling within a permitted driveway and/or within a permitted private garage.
- 5.3 Spacing between driveways/curb depressions along the street/land and between driveways and intersecting streets/lanes, and related snow storage areas, should be maximized.

## **6. Renovations/Additions**

- 6.1 Renovations or additions to the existing dwelling on the retained lot or future renovations or additions to the new dwelling on the severed lot should be compatible with the architectural style, exterior facing materials and colours of the dwelling.

## **7. Landscaping**

- 5.1 The front yard should have soft landscaping, not hard surfaced/paved surfaces (except for any permitted driveways and walkways as set out above).
- 5.2 Existing mature trees on the lot should be retained wherever possible and replaced with new plantings on the lot if removed.
- 5.3 Hedges and similar plantings, where provided in the front yard to define the property edges, should be no more than 1.2 metres in height to maintain visibility to the street.
- 5.4 Trees, shrubs, and ground cover planted adjacent to the public street and sidewalk should contribute to an attractive sidewalk edge, should not encroach on the sidewalk corridor, and should be selected from hardy, salt-tolerant native plant material.

## **8. Fences**

- 6.1 Fences in the front yard should be no higher than 1.2m and have a decorative design consistent with those found in the neighbourhood.

## **9. Other**

- 9.1 The street address of the dwelling should be clearly visible from the street and placed in a consistent location on the front façade.
- 9.2 Exterior lighting, if provided, should be pedestrian-scale and directed downward in order to minimize light pollution and to prevent light spillage onto other properties.

## **PART 2 – THE PROCESS - HOW THE URBAN DESIGN GUIDELINES APPLY**

The builder will be required to provide drawings showing:

- a) **Detailed Site Plan** – a scaled and dimensioned layout plan of the lot showing the location and overall dimensions of the dwelling and garage, any sustainable features, setback distances from all lot boundaries, grading and drainage plan, paved surfaces and landscaped areas, dimensions, contours, location and construction material of driveway and surface elevations.
- b) **Floor Plan** – a scaled and dimensioned internal floor plan of the dwelling showing all rooms, window locations, external fixtures and nominated finished floor levels.
- c) **Elevations** – scaled and dimensioned elevations showing wall heights and roof pitch and what the dwelling will look like from all elevations.

- d) **Relevant Cross Sections** – showing the details of walls constructed on lot boundaries, ceiling heights etc.
- e) **External Materials** – a schedule of materials, finishes and colours to be used for all external surfaces including roof and wall cladding, windows, doors and garage doors, gable infill and general infill panels.
- f) **Fencing, Retaining Wall and Driveway Details** – plans, elevations, cross-sections or other details of proposed fences, retaining walls and driveways.

This information will be reviewed by the Town Planner against the applicable zoning and the above design guidelines and comments provided as part of the municipal review and approval of a building permit application to be filed with the County of Dufferin Building Department.