



**Township of Amaranth
Council Meeting Minutes
Wednesday, August 21, 2019
4:00 p.m.**

The Township of Amaranth Council met in the Council Chambers of the municipal office, Laurel, Ontario on Wednesday, August 21, 2019, commencing at 4:00 p.m.

Present:	Mayor Deputy Mayor Councillor Councillor Councillor CAO/Clerk-Treasurer Acting CAO/Clerk Director of Public Works Deputy Clerk	B. Currie C. Gerrits G. Little H. Foster M. Tijssen S. Stone K. Canivet B. Ryzebol T. McQueen
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1. Opening of Meeting

Mayor Currie called the Meeting to Order at 4:00 p.m.

2. Added Items (Late Submissions) – Nothing at this time.

3. Approval of Agenda

Resolution # 1

Moved by: C. Gerrits – Seconded by: G. Little

BE IT RESOLVED THAT:

Council do hereby approve the agenda as circulated.

CARRIED

4. Disclosure of Pecuniary Interest with Reasons

Mayor Currie declared with respect to Item 8.2 Consent Applications B2-19 and B3-19, as he is related to the applicants.

5. Approval of Minutes

5.1. Regular Meeting Minutes held August 7, 2019

Resolution # 2

Moved by: H. Foster – Seconded by: M. Tijssen

BE IT RESOLVED THAT:

Council do hereby adopt the minutes of the Regular Meeting held August 7, 2019 as circulated.

CARRIED

***AT THIS TIME, COUNCIL MOVED TO A CLOSED MEETING.
 PLEASE SEE AGENDA ITEM 20.**

6. Public Question Period (7:00 p.m. to 7:15 p.m.) – Karen Canivet, Acting CAO/Clerk joined the meeting.

Larissa Sawyer, resident was in attendance regarding the Amaranth Summer Camp. Ms. Sawyer thanked Council and staff for the great programming and expressed interest in the programming in future years.

***AT THIS TIME, COUNCIL MOVED TO UNFINISHED BUSINESS AND PLANNING
DEPARTMENT UPDATES. PLEASE SEE AGENDA ITEMS 9 & 10.**

7. Delegations/Presentations

- 7.1. **7:15 p.m. – Edelbrock Drainage Works – Eastern Section Relocation**
Tom Pridham, Drainage Engineer – R.J. Burnside & Associates Ltd.

Tom Pridham, Drainage Engineer, was in attendance to present the Edelbrock Drainage Works report prepared by R.J. Burnside & Associates. Council received the report and passed a resolution to consider the report and pass a by-law at the next regularly scheduled Council meeting. Staff were further directed to circulate the report to the affected owners and agencies.

Resolution # 3

Moved by: M. Tijssen – Seconded by: H. Foster

BE IT RESOLVED THAT:

Council do hereby receive the Engineer's report entitled the Edelbrock Drainage Works, Eastern Section Relocation, 2019 dated August 12, 2019 and the date and time for the Consideration of the Report be set for September 11, 2019 at 11:00 a.m.;

And be it further resolved that staff be directed to circulate the report to the affected owners and agencies pursuant to Section 41 of the Drainage Act;

And be it further resolved that staff also be directed to prepare a Provisional By-law and Court of Revision notice in accordance with the provisions of the Drainage Act.

CARRIED

- 7.2. **7:30 p.m. – 2019 Development Charges**
7.2.1. Sean-Michael Stephen – Watson & Associates Economists Ltd. (in attendance to answer questions)
7.2.2. Proposed Development Charges By-Law – Original
7.2.3. Proposed Development Charges By-Law – Revised Industrial Exemption

Sean-Michael Stephen, Senior Project Coordinator for Watson & Associates Economists was in attendance regarding the proposed Development Charges By-Law. Discussion ensued regarding potential exemptions for Industrial Development. Council decided that development charges shall not be imposed with respect to:

1. The first 50,000 sq.ft. of new Industrial gross floor area development; and
2. Non-residential farm buildings constructed for bona fide farm uses.

The motion and by-law were passed accordingly.

Resolution # 4

Moved by: C. Gerrits – Seconded by: G. Little

BE IT RESOLVED THAT:

Council do hereby approve the 2019 Development Charges Background Study prepared by Watson & Associates Economists Ltd;

And further that Council have determined that no further public meetings are required on the matter.

CARRIED

Resolution # 5

Moved by: H. Foster – Seconded by: M. Tijssen

BE IT RESOLVED THAT:

Leave be given to introduce a By-law for the imposition of Development Charges, and that it be given the necessary readings and be passed and numbered 43-2019.
CARRIED

***AT THIS TIME, COUNCIL MOVED TO RESUME PLANNING DEPARTMENT UPDATES. PLEASE SEE AGENDA ITEM 10.**

8. **Public Meetings – 8:00 p.m.**

Resolution # 6

Moved by: C. Gerrits – Seconded by: G. Little

BE IT RESOLVED THAT:

Council now hold a Public Meeting regarding the following:

1. Consent B1-19; to create a new lot – Concession 8, East Part Lot 5 (293274 8th Line). David and Roberta Corriveau (Owners), Kevin McNeilly (Applicant)
2. Consent B2-19 and B3-19; to create two new lots – Concession 5 Part Lot 31 (484337 30 Sideroad). William and Susan Walkinshaw (Owners), John Walkinshaw (Applicant)
3. Consent B4-19; to create a new lot – Concession 3, West Part Lot 14 (434201 4th Line). Antoine Ghanime & Lucie Cote-Ghanime (Owners/Applicants)

CARRIED

8.1. **Consent B1-19; to create a new lot** – Concession 8, East Part Lot 5 (293274 8th Line). David and Roberta Corriveau (Owners), Kevin McNeilly (Applicant)

8.1.1. Notice of Complete Application and Public Meeting

Applicant, Kevin McNeilly, was in attendance for the Public Meeting. CAO/Clerk-Treasurer presented the application. The subject property is designated Agricultural/Environmental Protection in the Township Official Plan and zoned Agricultural/Environmental Protection in the Township Zoning By-law. The purpose of this consent application is to create 1 new residential lot of approximately 3.33 ha (8.23 ac). The retained parcel is approximately 15.6 ha (38.55 ac). The existing property is 18.91 ha (46.72 ac) in size (as per MPAC)

The following comments were received:

County of Dufferin Building Department – The Building Department commenced a preliminary review of the application and advised that the application for the above noted address has not revealed any issues.

County of Dufferin Planning Department – The Planning Department (WSP) advised that the creation of a new lot for residential use through severance is not consistent with the Provincial Policy Statement, 2014 and does not conform with the Countryside Area and Agricultural Area designations and the related policies in the Dufferin County Official Plan. While one single residential dwelling is permitted on an existing lot in the Agricultural Area designation (County OP, s. 4.2.2(c)), a consent to create a new residential lot is not permitted according to the County Official Plan. Therefore, the County of Dufferin Planning Department recommended that the application not be approved.

Grand River Conservation Authority (GRCA) – The GRCA indicated no objections to the proposed consent application.

Public Comments – Resident, Doug Fry, questioned the number of severances that could take place on any one property as he believed that this property already had one. Mr. Fry also advised that he was under the impression that no severances could take place in agricultural areas and was concerned about the implications of approving this application and the precedence it would set.

Resident, George Luca, advised that he would not be concerned if further severance applications came forward as severances help to bring more revenue into the Township, but suggested a smaller 2 to 3 acre parcel would be more appropriate.

Resident, Perry McPherson, questioned whether there would be an MDS issue as there is a barn located across the road.

Council Comments and questions - Councillor Tijssen questioned why the proposed lot was not going along the boundary at the back.

Applicant Comments – Applicant, Kevin McNeilly, advised Council that the proposed lot was not going along the boundary at the back as GRCA might have had a concern with the wetland located there. Mr. McNeilly further advised that he had collected all Farm Data sheets and provided them to the Township. Mr. McNeilly also advised Council that he had reviewed the Provincial Policy and Official Plan and felt that he was complaint with having a hobby farm.

CAO/Clerk-Treasurer advised that a decision regarding this application will be dealt with at the next regularly scheduled Council meeting on September 11, 2019. CAO/Clerk-Treasurer further advised that an MDS review was required which will at the applicant's expense.

8.2. **Consent B2-19 and B3-19; to create two new lots** – Concession 5 Part Lot 31 (484337 30 Sideroad). William and Susan Walkinshaw (Owners), John Walkinshaw (Applicant)

8.2.1. Notice of Complete Application and Public Meeting

Mayor Currie declared with respect to Item 8.2 Consent Applications B2-19 and B3-19, as he is related to the applicants, and left the meeting.

Owners/Applicants, William and Susan Walkinshaw, were in attendance for the Public Meeting. CAO/Clerk-Treasurer presented the application. The subject property is designated Agricultural/Environmental Protection in the Township Official Plan and zoned Agricultural/Environmental Protection in the Township Zoning By-law. The purpose of this consent application is to create 2 new residential lots of approximately 1.02 ha (2.52 ac) each. The retained parcel according to the application is approximately 38.27 ha (92.04 ac). However, the existing property is 36.70 ha (90.7 ac) in size (as per MPAC).

The following comments were received:

County of Dufferin Building Department – The Building Department commenced a preliminary review of the application and advised that the application for the above noted address has not revealed any issues.

County of Dufferin Planning Department – The Planning Department (WSP) advised that the creation of two new residential lots through severance is not consistent with the Provincial Policy Statement, 2014 and does not conform with the Countryside Area and Agricultural Area designations and related policies in the Dufferin County Official Plan. While one single residential dwelling is permitted on an existing lot in the Agricultural Area designation (County OP, s. 4.2.2(c)), a consent to create a new residential lot is not permitted according to the County Official Plan. Therefore, the County of Dufferin Planning Department recommended that the application not be approved.

Grand River Conservation Authority (GRCA) – The GRCA indicated no objections to the proposed consent application.

Owner/Applicant Comments – Owner/Applicant, John Walkinshaw, showed a PowerPoint presentation and circulated hard copies of maps to Council including a copy of the Township Official Plan, soil map, and surrounding severances. Mr. Walkinshaw advised Council that he felt his property was inaccurately zoned as a result of the soil. He further advised Council that there were many properties in the surrounding area that had multiple severances.

Public Comments – Nothing at this time.

Council Comments and questions - Councillor Gerrits questioned whether the subject property had ever been farmed. Mr. Walkinshaw advised that it was not farmable.

CAO/Clerk-Treasurer advised that a decision regarding this application will be dealt with at the next regularly scheduled Council meeting on September 11, 2019. CAO/Clerk-Treasurer further advised that an MDS review was required at the applicant's expense.

Mayor Currie returned to the meeting and resumed his seat.

8.3. **Consent B4-19; to create a new lot** – Concession 3, West Part Lot 14 (434201 4th Line). Antoine Ghanime & Lucie Cote-Ghanime (Owners/Applicants)

8.3.1. Notice of Complete Application and Public Meeting

Owners/Applicants, Antoine Ghanime and Lucie Cote-Ghanime, were in attendance for the Public Meeting. CAO/Clerk-Treasurer presented the application. The subject property is designated Agricultural/Environmental Protection in the Township Official Plan and zoned Agricultural/Environmental Protection in the Township Zoning By-law. 1 new building lot of approximately 25.26 ha (62.41 ac). The retained parcel is approximately 18.67 ha (46.13 ac). The existing property is 44.52 ha (110 ac) in size (as per MPAC). CAO/Clerk-Treasurer further advised that the size of the retained parcel, as per the application, was circulated incorrectly by the Township at 16.64 ha (41.12 ac).

The following comments were received:

County of Dufferin Building Department – The Building Department commenced a preliminary review of the application and advised that the application for the above noted address has not revealed any issues.

County of Dufferin Planning Department – The Planning Department (WSP) advised that the creation of a new lot for residential use through severance is not consistent with the Provincial Policy Statement, 2014 and does not conform with the Countryside Area and Agricultural Area designations and the related policies in the Dufferin County Official Plan. While one single residential dwelling is permitted on an existing lot in the Agricultural Area designation (County OP, s. 4.2.2(c)), a consent to create a new residential lot is not permitted according to the County Official Plan. Therefore, the County of Dufferin Planning Department recommended that the application not be approved.

Grand River Conservation Authority (GRCA) – The GRCA recommended deferral of this consent application to allow the applicant the opportunity to provide an Environmental Impact Study (EIS) to address applicable policies. Further, the GRCA recommended that if the Township considers approval of this application, that the satisfactory EIS be made a condition of the approval.

Owner/Applicant Comments – Owner/Applicant, Antoine Ghanime, advised Council that he has been in consultation with the GRCA for many years and has spent a lot of money on agricultural/soil testing which has shown that the soil is not productive for farming in certain areas. Mr. Ghanime further advised that the proposed lot would be used by his son to create a second greenhouse with shrubs and potted plants. The applicant proposed to expand the existing driveway to be used as a shared driveway. Mr. Ghanime further advised that severances like this one keep future farming generations in Amaranth and brings revenue to the Township. Mr. Ghanime expressed his desire that the Official Plan be revised. Mr. Ghanime further advised that there are discrepancies between the Township, County and GRCA maps.

Owner/Applicant, Lucie Cote-Ghanime indicated that the comments from GRCA were with respect to the smaller parcel, not the current application.

Public Comments – Resident, George Luca, expressed the need for severances as they help to bring more revenue into the Township.

Resident, John Walkinshaw, questioned how much of the land was farmable. Mr. Ghanime indicated approximately 20 acres or the 110 acres was farmable.

Council Comments and questions - Councillor Tijssen questioned why the proposed lot was not going along the eastern boundary line. Mr. Ghanime advised that the configuration of the proposed severance was done intentionally to avoid GRCA involvement.

Councillor Gerrits questioned whether an Environmental Impact Assessment is required or at Council's discretion. CAO/Clerk-Treasurer noted that if it is required in the Township's Official Plan, it will need to be done. CAO/Clerk-Treasurer further advised that this would be addressed in the Planning report.

CAO/Clerk-Treasurer advised that a decision regarding this application will be dealt with at the next regularly scheduled Council meeting on September 11, 2019. CAO/Clerk-Treasurer further advised that an MDS review was required at the applicant's expense.

Resolution # 7

Moved by: G. Little – Seconded by: C. Gerrits

BE IT RESOLVED THAT:

Council do now adjourn the Public Meeting and resume regular business.

CARRIED

9. **Unfinished Business**

9.1. **R.J. Burnside & Associates Limited – No. 7 Drainage Works**

9.1.1. Notification for Maintenance and Repair – Drainage relocation

CAO/Clerk-Treasurer advised Council that R.J. Burnside & Associates Ltd. is looking into costs/estimates/alternative options and that they will be shared with Council once received. Director of Public Works indicated that a clean out might be required.

9.2. **Other** – Nothing at this time.

10. **Planning Department**

The following were received and/or dealt with:

10.1. **Development Updates**

Craig Nichols (Applicant) and Joel Wells (Architect) were in attendance regarding Site Plan Application SPA2-19 for Swiss-Aero Inc. CAO/Clerk-Treasurer provided Council with an update on the timing for the Site Plan Application process to date and advised Mr. Nichols and Mr. Wells that comments with respect to the third submission will be forwarded to them as previously done. Mr. Wells expressed concern that there was staffing changes at R.J. Burnside Inc. and requested that the new reviewer scope the review to just the documents included in the third submission. CAO/Clerk-Treasurer advised that the request would be sent to R.J. Burnside Inc. The Deputy Clerk was instructed to send Mr. Nichols and Mr. Wells an example of the Township of Amaranth's Site Plan Agreement.

10.2. **Planning Act Decisions** – Nothing at this time.

10.3. **Request to Amend Schedule "A" of By-law 37-2019; being a By-law to authorize the execution of a garden suite agreement between the Township of Amaranth and Nancy Dickie and Robert Dickie**

File Z3-19 - Concession 2, East Part Lot 25, RP 7R716 Part 1 & Part 2 – 515280 2nd Line – Applicants Nancy and Robert Dickie

10.3.1. Letter of Request – August 15, 2019

10.3.2. Revised Garden Suite Site Plan

CAO/Clerk-Treasurer advised that a revised garden suite site plan had been submitted to the NVCA and as a result it became necessary to repeal By-law 37-2019 and pass a new By-law with amended site plan included. Discussion ensued regarding this matter and the motion and By-law were passed accordingly.

Resolution # 8

Moved by: M. Tijssen – Seconded by: H. Foster

BE IT RESOLVED THAT:

Leave be given to introduce a by-law to authorize the Mayor and Clerk to execute an agreement with Nancy and Robert Dickie, East Part Lot 25, Concession 2 (515280 2nd Line, Amaranth) for a garden suit for a temporary period of 10 years; and to repeal By-law 37-2019; and that it be given the necessary readings and be passed and numbered 44-2019.

CARRIED

10.4. **County of Dufferin**

10.4.1. Building Permit Listing Sent to MPAC – July 2019

10.5. **Waldemar Water Storage Municipal Class Environmental Assessment**

10.5.1. Project File Report – Draft

CAO/Clerk-Treasurer provided Council with an overview of the Waldemar Water Storage Municipal Class Environmental Assessment process to date. CAO/Clerk-Treasurer further advised Council that the final version of the report, if received by Council would be posted on the Township website and a Notice of Completion would be issued following which there would be an appeal period. Councillor Foster requested that notice be posted on the Township website.

Resolution # 9

Moved by: C. Gerrits – Seconded by: G. Little

BE IT RESOLVED THAT:

Council do hereby receive the draft Project File Report of August, 2019 prepared by R.J. Burnside and Associates for Waldemar Water Storage and further, that the Recommended Alternative of expanding the existing in-ground storage at the existing pumphouse site also be accepted, thereby making it the Preferred Alternative of the Township.

CARRIED

10.6. **Other** – Nothing at this time.

11. **Public Works Department**

The following were received and/or dealt with:

11.1. **Director of Public Works**

11.1.1. Update

Director of Public Works indicated that ditching and culvert changeouts are almost complete, woodchips have been placed at Waldemar park, roadside cutting is taking place and the graders are out patching in preparation for the school busses. Director of Public Works further indicated that the Township was still waiting on a formal announcement regarding the funding for reconstruction of the 20th Sideroad in Amaranth. (The project will rehabilitate approximately 8 km of the 20th Sideroad, which will include reconstructing and paving the road, creating 5.6 km of cycling lanes and installing 15 culverts.)

11.2. **Other** – Nothing at this time.

12. **County Council Business**

The following were received and/or dealt with:

- 12.1. **County of Dufferin** (No Council Meeting in August)
- 12.2. **Committee Agendas**
 - 12.2.1. [Infrastructure & Environmental Services](#)
 - 12.2.2. [General Government Services](#)
 - 12.2.3. [Community Services/Dufferin Oaks/Museum](#)
- 12.3. **County Community Safety and Well-Being Plan(s)**
 - 12.3.1. Dufferin County Report to Community Services/Dufferin Oaks/Museum Committee – August 22, 2019
 - 12.3.2. [Community Safety and Well-Being Planning Framework – Government of Ontario](#)
 - 12.3.3. Town of Grand Valley Resolution
- 12.4. **Other** – Nothing at this time.

13. **Committee Reports**

The following were received and/or dealt with:

- 13.1. **Ministry of Tourism, Culture and Sport**
 - 13.1.1. Amaranth Recreational Program Grant Update

Deputy Mayor Gerrits advised that final reports are being prepared and will be discussed at the next regularly scheduled Council meeting on September 11, 2019.

- 13.2. **Orangeville Fire Advisory**
 - 13.2.1. 2019-2020 Fire Services Agreement

Resolution # 10

Moved by: H. Foster – Seconded by: M. Tijssen

BE IT RESOLVED THAT:

Leave be given to introduce a by-law to authorize an amendment to an agreement between the Township of Amaranth and the Town of Orangeville for the Provision of Fire Protection Services and that it be given the necessary readings and passed and Numbered 45-2019.

CARRIED

- 13.3. **Nottawasaga Valley Conservation Authority (NVCA)**
 - 13.3.1. NVCA Receives \$138,777 from Canada's Environmental Damages Fund – August 7, 2019
- 13.4. **Other** – Nothing at this time.

14. **General Business and Correspondence**

The following were received and/or dealt with:

- 14.1. **AMO**
 - 14.1.1. [Watch File – July 25, 2019](#)
 - 14.1.2. [Watch File – August 1, 2019](#)
 - 14.1.3. [Watch File – August 8, 2019](#)
 - 14.1.4. [Watch File – August 15, 2019](#)
 - 14.1.5. [Ontario Releases Remainder of Municipal Cannabis Funding](#) – August 13, 2019
- 14.2. **AMCTO**
 - 14.2.1. [The Municipal Minute – August 7, 2019](#)
 - 14.2.2. [The Municipal Minute – August 14, 2019](#)
- 14.3. **Enforcement for Safety on Family Farms**
 - 14.3.1. South Huron Resolution
 - 14.3.2. Municipality of McDougall

14.3.3. Municipality of Thames Centre

Staff directed to contact OPP Staff Sargent regarding the animal activist situation.

14.4. **Bill 115, Bringing Choice and Fairness to the People Act (Beverage Alcohol Retail Sales), 2019**

14.4.1. Township of Nairn and Hyman Resolution

14.5. **Reducing Litter and Waste in our Communities**

14.5.1. Municipality of Bluewater Resolution

14.6. **Ministry of Agriculture, Food and Rural Affairs**

14.6.1. Municipal Drain Petition Flow Chart (for information)

14.7. **Other** – Nothing at this time.

15. **Treasury/Accounts**

The following were received and/or dealt with:

15.1. **Accounts**

15.1.1. General Accounts: July 5, 2019 – August 14, 2019

15.1.2. Road Accounts: July 5, 2019 – August 14, 2019

Resolution # 11

Moved by: C. Gerrits – Seconded by: G. Little

BE IT RESOLVED THAT:

The following Bills and Accounts be approved for payment for July 5, 2019 to August 14, 2019:

General 2019 \$ 280,768.37

Roads 2019 \$ 104,919.62

CARRIED

15.2. **Budget Summary**

15.3. **Other** – Nothing at this time.

16. **Late Submissions** – Nothing at this time.

17. **New Business** – Nothing at this time.

18. **Other** – Nothing at this time.

19. **Notice of Motions**

19.1. **7th Line Bridge After Action Report**

19.1.1. Draft Motion – Councillor Mark Tijssen

Councillor Gerrits requested that Council defer this motion and direct Staff to share previous reports with Councillor Tijssen. CAO/Clerk-Treasurer directed to follow up with Councillor Tijssen accordingly.

20. **Closed Meeting**

20.1. **Closed Meeting # 1 (4:05 pm – 4:20 pm)**

Members of East Garafraxa Council were in attendance including Mayor Gardhouse, Deputy Mayor Stirk, and Councillor Banfield.

Resolution # 12

Moved by: M. Tijssen – Seconded by: H. Foster

BE IT RESOLVED THAT:

Council move to a Closed Meeting pursuant to Section 239 of the Municipal Act, 2001, as amended for the following reason(s):

1. Advice that is subject to solicitor-client privilege, including communications necessary for that purpose
2. Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board
3. Personal matters about an identifiable individual, including municipal or local board employees
4. Adoption of Closed Meeting Minutes

CARRIED

Resolution # 13

Moved by: G. Little – Seconded by: C. Gerrits

BE IT RESOLVED THAT:

Council do now rise and report from Closed Meeting.

CARRIED

Staff instructed in accordance with Closed Meeting discussions.

Members of East Garafraxa Council including Mayor Gardhouse, Deputy Mayor Stirk, and Councillor Banfield left the meeting.

20.2. Closed Meeting # 2 (4:25 pm – 5:30 pm)

Resolution # 14

Moved by: C. Gerrits – Seconded by: G. Little

BE IT RESOLVED THAT:

Council move to a Closed Meeting pursuant to Section 239 of the Municipal Act, 2001, as amended for the following reason(s):

1. Advice that is subject to solicitor-client privilege, including communications necessary for that purpose
2. Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board
3. Personal matters about an identifiable individual, including municipal or local board employees

CARRIED

Resolution # 15

Moved by: G. Little – Seconded by: C. Gerrits

BE IT RESOLVED THAT:

Council do now rise and report from Closed Meeting.

CARRIED

Staff instructed in accordance with Closed Meeting discussions.

Resolution # 16

Moved by: C. Gerrits – Seconded by: G. Little

BE IT RESOLVED THAT:

Council retain Karen Canivet as Acting CAO/Clerk during Susan Stone, CAO/Clerk-Treasurer's, upcoming leave.

CARRIED

Resolution # 17

Moved by: M. Tijssen – Seconded by: H. Foster

BE IT RESOLVED THAT:

Council do hereby retain Robert Black, of RBA Planning Consultants Ltd., for planning services for the Township of Amaranth.

CARRIED

Resolution # 18

Moved by: H. Foster – Seconded by: M. Tijssen

BE IT RESOLVED THAT:

Council do hereby retain GSP Group, as required, for planning services for the Township of Amaranth in accordance with the proposals from Steve Wever dated July 25 and August 16, 2019.

CARRIED

Resolution # 19

Moved by: C. Gerrits – Seconded by: G. Little

BE IT RESOLVED THAT:

Council do hereby authorize staff to advertise for a Full Time Contract Planner to assist the Director of Planning and further that the job be posted on the Ontario Professional Planners Institute (OPPI) website.

CARRIED

20.3. **Closed Meeting # 3 (5:30 pm – 6:19 pm)**

Resolution # 20

Moved by: C. Gerrits – Seconded by: G. Little

BE IT RESOLVED THAT:

Council move to a Closed Meeting pursuant to Section 239 of the Municipal Act, 2001, as amended for the following reason(s):

1. Advice that is subject to solicitor-client privilege, including communications necessary for that purpose
2. Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board
3. Personal matters about an identifiable individual, including municipal or local board employees

CARRIED

Resolution # 21

Moved by: M. Tijssen – Seconded by: H. Foster

BE IT RESOLVED THAT:

Council do now rise and report from Closed Meeting.

CARRIED

Staff instructed in accordance with Closed Meeting discussions.

Resolution # 22

Moved by: C. Gerrits – Seconded by: G. Little

BE IT RESOLVED THAT:

That Township Council accepts the report of the Township Solicitor regarding the settlement of the Hamount/Valley Grove litigation with the developers and the Town of Orangeville, and authorizes the Mayor and Clerk to execute the Minutes of Settlement, and further authorizes the introduction of a By-law to permit the execution of the intermunicipal water servicing agreement between the Township

and the Town as part of the settlement, and directs the CAO and Township Solicitor to take all steps necessary to complete the settlement of the litigation in the Courts and before the Local Planning Appeal Tribunal with all settlement documentation to be in the form or substantially the same form as that forming part of the Township Solicitor's report.

CARRIED

Resolution # 23

Moved by: M. Tijssen – Seconded by: H. Foster

BE IT RESOLVED THAT:

Leave be given to introduce a by-law to authorize the execution of an Intermunicipal Water Servicing Agreement between the Township of Amaranth and the Town of Orangeville in the form as negotiated by the municipalities; and that it be given the necessary readings and be passed and numbered 42-2019.

CARRIED

21. **By-Laws**

Notice of intention to pass the following By-Laws:

- 21.1. Being a By-Law for the Imposition of Development Charges (Already dealt with under Agenda item 7.2.2 and 7.3.3)
- 21.2. Being a By-law to amend Schedule "A" of By-law 37-2019; being a By-law to authorize the execution of a garden suite agreement between the Township of Amaranth and Nancy Dickie and Robert Dickie (Already dealt with under Agenda item 10.3)
- 21.3. Being a By-law to authorize an amendment to an agreement between the Township of Amaranth and the Town of Orangeville for the provision of Fire Protection Services and to repeal By-law 54-2018 (Already dealt with under Agenda item 13.2.1)
- 21.4. Being a By-law to amend By-law 61-2018, being a By-Law to govern the proceedings of the Council of The Corporation of the Township of Amaranth

Discussion ensued regarding this matter. Council determined that it was not necessary to amend Procedural By-law 61-2018 at this time.

- 21.5. Being a By-law to amend By-law 20-2004, as amended, being a By-law to prohibit excessive noise (To Follow)

Resolution # 24

Moved by: C. Gerrits – Seconded by: G. Little

BE IT RESOLVED THAT:

Leave be given to introduce a by-law to amend By-law 20-2004, as amended, being a by-law to prohibit excessive noise; and that it be given the necessary readings and be passed and numbered 46-2019.

CARRIED

- 21.6. Being a By-law to authorize the execution of an Intermunicipal Water Servicing Agreement between the Township of Amaranth and the Town of Orangeville in the form as negotiated by the municipalities (To Follow)

22. **Confirming By-Law**

Resolution # 25

Moved by: M. Tijssen – Seconded by: H. Foster

BE IT RESOLVED THAT:

Leave be given to introduce a by-law to confirm the Regular Meeting of Council of the Township of Amaranth for August 21, 2019; and that it be given the necessary readings and be passed and numbered 47-2019.

CARRIED

23. **Adjournment**

23.1. To meet again for the Regular Meeting of Council on Wednesday, September 11, 2019 at 10:00 a.m. or at the call of the Mayor.

Resolution # 26

Moved by: H. Foster – Seconded by: M. Tijssen

BE IT RESOLVED THAT:

Council do now adjourn to meet again for the Regular Meeting of Council on Wednesday, September 11, 2019 at 10:00 a.m.

CARRIED

Head of Council

CAO/Clerk-Treasurer

DRAFT



**Township of Amaranth
Special Meeting of Council Minutes
Wednesday, September 4, 2019
7:00 p.m.**

Council Chambers - 374028 6th Line, Amaranth ON

The Township of Amaranth Council met in the Council Chambers of the municipal office, Laurel, Ontario on Wednesday, September 4, 2019, commencing at 7:00 p.m. for the purpose of holding a Joint Council Meeting with the Township of East Garafraxa regarding the Joint Administration.

Present:	Mayor Deputy Mayor Councillor Councillor Councillor CAO/Clerk-Treasurer Acting CAO/Clerk Director of Public Works Deputy Clerk	B. Currie C. Gerrits G. Little H. Foster M. Tijssen S. Stone K. Canivet B. Ryzebol T. McQueen
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1. Opening of Meeting

Mayor Currie called the Meeting to Order at 7:00 p.m.

2. Approval of Agenda

Resolution #1

Moved by: G. Little – Seconded by: C. Gerrits

BE IT RESOLVED THAT:

Council do hereby approve the agenda as circulated.

CARRIED

3. Disclosure of Pecuniary Interest with Reasons – None at this time

4. Closed Meeting (7:05 pm – 9:05 pm)

Members of East Garafraxa Council were in attendance including Mayor Gardhouse, Deputy Mayor Stirk, Councillor Banfield, Councillor Pinkey and Councillor Nevills. HR Consultant, Marianne Love, was also in attendance.

Resolution #2

Moved by: M. Tijssen – Seconded by: H. Foster

BE IT RESOLVED THAT:

Council move to a Closed Meeting pursuant to Section 239 of the Municipal Act, 2001, as amended for the following reason(s):

1. Personal matters about an identifiable individual, including municipal or local board employees
2. Labour relations or employee negotiations

CARRIED

Members of East Garafraxa Council left the meeting at 7:57 p.m.

Closed Meeting for Amaranth continued until 9:05 p.m. Staff instructed in accordance with Closed Meeting discussions.

Resolution #3

Moved by: C. Gerrits – Seconded by: G. Little

BE IT RESOLVED THAT:

Council do now rise and report from Closed Meeting.

CARRIED

Resolution #4

Moved by: C. Gerrits – Seconded by: G. Little

BE IT RESOLVED THAT:

Council do hereby authorize Marianne Love, HR Consultant, to proceed with human resources services for the Township of Amaranth in accordance with the proposal presented.

CARRIED

5. **Confirming By-Law**

Resolution #5

Moved by: C. Gerrits – Seconded by: G. Little

BE IT RESOLVED THAT:

Leave be given to introduce a by-law to confirm the Special Meeting of Council of the Township of Amaranth for September 4, 2019; and that it be given the necessary readings and be passed and numbered 48-2019.

CARRIED

6. **Adjournment**

6.1. To meet again for the Regular Meeting of Council on Wednesday, September 11, 2019 at 10:00 a.m. or at the call of the Mayor.

Resolution #6

Moved by: H. Foster – Seconded by: M. Tijssen

BE IT RESOLVED THAT:

Council do now adjourn to meet again for the Regular Meeting of Council on Wednesday, September 11, 2019 at 10:00 a.m.

CARRIED

Head of Council

CAO/Clerk-Treasurer



REPORT TO COUNCIL

TO: Mayor Currie and Members of Council

FROM: Bob Black, Interim Township Planner

DATE: September 11, 2019

OWNER(S): David and Roberta Corriveau

APPLICANT(S): Kevin McNeilly

SUBJECT: Consent Application B1-19
293274 8th Line, Amaranth - Concession 8, East Part Lot 5

OFFICIAL PLAN DESIGNATION: Agricultural / Environmental Protection

ZONING: Agricultural / Environmental Protection

1. PURPOSE OF APPLICATION

The purpose of this application is to create a new residential lot of approximately 3.33 ha (8.23 ac). The retained parcel is approximately 15.6 ha (38.55 ac). According to Municipal Property Assessment (MPAC) records, the existing property is 18.91 ha (46.72 ac) in size.

The following chart provides further details of the proposed parcels as per the application:

<u>B1-19</u>	<u>RETAINED PARCEL</u>	<u>SEVERED PARCEL</u>
Frontage:	160.8 m	145 m
Depth:	623.4 m	230 m
Area:	15.6 ha (38.55 ac)	3.33 a (8.23 ac)

2. ANALYSIS AND DISCUSSION

The subject property is designated Agricultural/Environmental Protection and it is zoned Agricultural/Environmental Protection. The proposed severance is within that part of the lot designated Agricultural and zoned Agricultural.

2.1. Provincial Policy Statement (PPS), 2014

The Provincial Policy Statement (PPS) 2014 came into effect on April 30, 2014. It provides direction on matters of provincial interest related to land use planning and development.

The PPS provides direction with respect to Agricultural matters in Section 2.3 Agriculture.

Section 2.3.1 states:

“Prime agricultural areas shall be protected for long-term use for agriculture.”

Section 2.3.3.1 states:

“In prime agricultural areas, permitted uses and activities are agricultural uses, agricultural-related uses and on-farm diversified uses.”

Section 2.3.4.1 states:

“Lot creation in prime agricultural areas is discouraged and may only be permitted for: agricultural uses, agriculture-related uses and a residence surplus to a farm operation as a result of farm consolidation.”

Section 2.3.4.3 states;

“The creation of new residential lots in prime agricultural areas shall not be permitted, except in accordance with section 2.3.4.1(c) being a residence surplus to a farm consolidation.”

The proposal is to create a new residential lot of 3.38 ha (8.35 ac). This leaves a retained lot of 15.6 ha (38.55 ac.) In the Township of Amaranth, the minimum lot size to permit an agricultural use in the Agricultural zone is 19ha/47ac. The severance will have the effect of reducing the retained lot below the minimum lot size for an agricultural lot while the proposed new lot is under size for a farm lot. The creation of small lots in the Agricultural area for a hobby farm use is not supported by the PPS.

The proposed severance does not comply with Section 2.3.4 for Lot Creation according to the PPS 2014 which only supports permitted agricultural uses, agricultural-related uses and a residence surplus to a farm operation.

2.2. 2019 Growth Plan and Agricultural System

The Growth Plan for the Greater Golden Horseshoe (GGH), 2019 was approved under the Places to Grow Act, 2005. It is a policy document guiding and managing growth and development in a way that supports economic prosperity, protects the environment, and helps communities achieve a high quality of life.

One of the goals is to consistently protect farmland across the GGH and support the viability of the agri-food sector.

The subject property is identified through the Growth Plan as being part of the Agricultural System. Section 4.2.6 of the Growth Plan provides policies with respect to the Agricultural System. The latter was approved and came into force on February 9, 2018. It identifies and protects a continuous, productive land base for agriculture across municipalities and provides support for the agri-food supply chain the sector depends on.

In the updated Agricultural Land Base Map for the Greater Golden Horseshoe, the subject property is identified as being in a Prime Agricultural Area and therefore the policies of the PPS regarding prime agricultural areas apply.

The proposal is not consistent with the Policies of the Growth Plan and the Agricultural System.

2.3. County of Dufferin Official Plan (County OP)

The County OP was approved on March 27, 2015. It is a policy document providing direction on matters of County significance and provides land use planning guidance to the local municipalities within the County of Dufferin.

The subject property is located within the Countryside Area designation as shown on Schedule B (Section 4.0) and designated Agricultural (Section 4.2) on Schedule C of the County OP.

The County of Dufferin recommends as follows:

The application for consent for the creation of a new lot for residential use through severance is not consistent with the Provincial Policy Statements, 2014 and does not conform with the Countryside Area and Agricultural Area designations and the related policies in the Dufferin County Official Plan. While one single residential dwelling is permitted on an existing lot in the agricultural Area designation (County OP S 4.2.2 (c)), a consent to create a new residential lot is not permitted according to the County Official Plan.

Therefore, it is recommended that the application not be approved.

2.4. Township of Amaranth Official Plan (Township OP)

The Official Plan is a policy document intended to guide development within the Township. The subject property is designated Agricultural/ Environmental Protection in the Township's Official Plan.

The severance policies for Agricultural designated lands in the Township Official Plan (Section 3.1.4) applicable to this application are as follows:

- a) It is the policy of this Plan that the agricultural land base is to be preserved as much as possible in large parcels. The severed and retained parcels are to be of an appropriate size for the type of agricultural uses common in the area and sufficiently large to maintain flexibility for future changes in the type or size of the agricultural operation. In general, severances are discouraged. The basic farm unit in this category will be the original surveyed parcel of land, of approximately 40 hectares, the farm residence, barns and other buildings and structures which together support the farm operation.
- b) All farm and non-farm development will comply with the Minimum Distance Separation Formulae (MDS) established by the Province in order to minimize odour conflicts between livestock facilities and development, as amended from time to time.
- c) Existing agricultural operations should not be subdivided into smaller parcels of land where the severance would reduce the long-term flexibility and viability of the existing farm unit."

The proposed severance does not conform to these policies as the severed and retained parcels are not of an appropriate size to provide for the long-term flexibility and viability of the existing undersized farm parcel.

The Official Plan requires the application of the MDS Formulae to proposed developments such as severances. Township staff reviewed MDS1 setbacks for the existing barns/livestock facilities pursuant to the MDS Guidelines. A complete analysis is provided in Section 2.6 of this report.

The objectives of the Environmental Protection Policies, Section 3.8.2 are:

- a) To protect and enhance the Environmental Protection Areas in the Township of Amaranth.
- c) To prohibit development where an Environmental Impact Assessment has indicated that the proposal would have a negative impact on the functions, features or linkages of the Environmental Protection Area.

Section 3.8.4 General Development Policies states:

- c) The Township will seek technical advice of the appropriate review agency including the appropriate Conservation Authority when dealing with development proposals in and adjacent to this designation.

In this instance the GRCA has advised that both parcels contain natural features as identified by the PPS 2014 and there is enough area for future development within the severed parcel to be beyond 30 meters from the wetland feature. However, any future development or site alterations within the regulated area will require a permit from the Authority.

Therefore, the proposed severance does not comply with the agricultural policies adopted in the Township's Official Plan.

2.5. Zoning By-law 2-2009

The subject property is zoned Agricultural and Environmental Protection

The minimum lot size requirement in the Agricultural Zone for agricultural lots is 19ha (47ac) and the minimum frontage for such a lot is 150m. As shown on the table found in Section 1 of this report the frontage for the severed lot, the lot area and the lot area of the retained parcel do not meet these minimum requirements. In addition, the existing parcel is already undersized and the proposed severance would further reduce the agricultural viability of the retained parcel.

The proposed severance does not comply with the requirements of the Zoning By-law.

2.6. Minimum Distance Separation

The PPS, the County of Dufferin Official Plan, the Township Official Plan and Zoning By-law 2-2009 require that proposed severances comply with minimum distance setbacks to livestock facilities.

The applicable livestock facilities within 750 meters of the subject property have been identified and assigned a location number on the attached air photo. The proposed severance was able to comply with the calculated MDS 1 setbacks from all the existing barns save and except property # 6, located at 293293 8th Line (Bryan).

The MDS 1 setback for the unoccupied barn on the Bryan property across the road with a capacity of 446 square meters was calculated to be 192 meters. Measuring from the barn, the 192 meters setback will encroach halfway across the proposed severed lot. This only leaves a small area of the lot towards the lots westerly side outside the MDS setback requirement for a possible building envelope.

Therefore, the proposed severed lot will be impacted by MDS setback requirements.

3. COMMENTS RECEIVED

The application has been circulated to internal departments, external agencies and area residents located within 60 meters from the subject lands. The following provides a description of the comments received and a response to address the comments, if necessary:

3.1. Circulated Agency Comments

- **Grand River Conservation Authority**
(Comments received August 15, 2019):

The GRCA indicated that they have no concerns with the proposed severance. However, the Authority did indicate that a portion of the retained parcel is regulated and any development on the retained parcel in the regulated area will require a permit from the Authority.

The Authority indicated that they have no concerns with the proposed severance.

- **County of Dufferin Building and Bylaw Department**
(Comments dated August 9, 2019)

Building Inspector (Rita Geurts) indicated no concerns with the proposed severance.

- **County of Dufferin Planning Department**
(See attached comments dated August 9, 2019)

Township Staff provided a review of the applicable County OP Policies in Section 2.3 of this report. Also refer to their comments in their letter of August 20, 2019.

The County Planning Department concluded that the severance did not comply with the PPS nor to the County Official Plan.

Therefore, for the reasons noted above and in their comment letter the County of Dufferin Planning Department recommended that the application not be approved.

3.2. Public Meeting Comments – August 21, 2019

- **Mr. Kevin McNeilly (Applicant)**

Mr. McNeilly is the applicant but acting on behalf of the property owners Mr. and Mrs. Corriveau. Mr. McNeilly is applying for an 8.23-acre hobby farm severance in the

agricultural area. It was his opinion that the severance would comply with the PPS.

- **Mr. Doug Fry (Adjacent Resident)**

Mr. Fry addressed the meeting to advise that it his understanding that the agricultural policies in the Townships Official Plan do not permit severances of the size being requested. It was noted that there has already been a severance previously from East Part of Lot 5 Concession 8. He voiced concern that Council's approval may set a precedent for the Township and other property owners would be applying for severance.

- **Mr. George Luca (Neighbor)**

Mr. Luca addressed the meeting to advise he has no concern with a severance, but it should be in the area of 2–3 acres instead of 8. Acres.

- **Mr. McPherson**

Mr. McPherson has a barn in Part of Lot 5 Concession 7 across the road from the proposed severance and wondered what the implications are for his barn.

3.3. Public Comments – Post Public Meeting

- **John Apreda and Shelley Insko (Email)**
(Comments dated September 9, 2019)

Residents, J. Apreda and S. Insko, emailed the following to the Township Office “We would like to voice our concern to the above severance application as it does not meet the current bylaw. This farm has already had a severance. Even if a previous severance had not been done, the farm does not meet the minimum acreage required to have a severance.”

4. CONCLUSION AND RECOMMENDATION

The proposal is to remove 3.33 hectares (8.32 acres) of agricultural land from a 18.93 hectare (46.7 acre) farm parcel. It will have the effect of reducing the amount of good agricultural land that is available for the agricultural parcel to be retained. In addition, the retained parcel also has a portion of the property designated Environmental Protection which may further reduce its overall agricultural capability. The severance will further reduce the retained parcel further below the minimum lot size for a farm, 19 hectares (47 acres) resulting in both the severed and retained parcels being less than the minimum 19 hectares or 47 acres.

In the Agricultural Section 3.1 of the Township Official Plan, Section 3.1.5 Development Policies, Subsection h) states:

Hobby farms shall be permitted on lots having an area of at least 2.0 hectares (4.94 ac)

The applicant indicated that his application complies with the lot size requirement for a hobby farm. In fact, the severance application will meet the minimum lot size requirement, but it is at the expense of reducing the existing lot further below the minimum lot size for a farm being 19 hectares (47 acres).

The policies in the Official Plan were adopted in December of 2004 and approved by the Ministry in October of 2005 subject to modifications. The Provincial Policy Statement was originally issued under section 3 of the Planning Act and came into effect March 1, 2005. On April 30, 2014 a revised version of the Provincial Policy Statement came into effect.

The 2014 PPS version supersedes the Hobby Farm policy in the Township Official Plan having the effect of not allowing small lot severances even for a hobby farm. In addition, it does not meet the intent established in the PPS to preserve agricultural areas in the long term for food production.

From a Planning Policy perspective, the proposed severance does not comply with the PPS, The Growth Plan, The County Official Plan, The Township Official Plan and the Townships Zoning bylaw.

Since the application does not comply with the applicable planning policy framework, it is recommended that the application (B1-19) be refused.

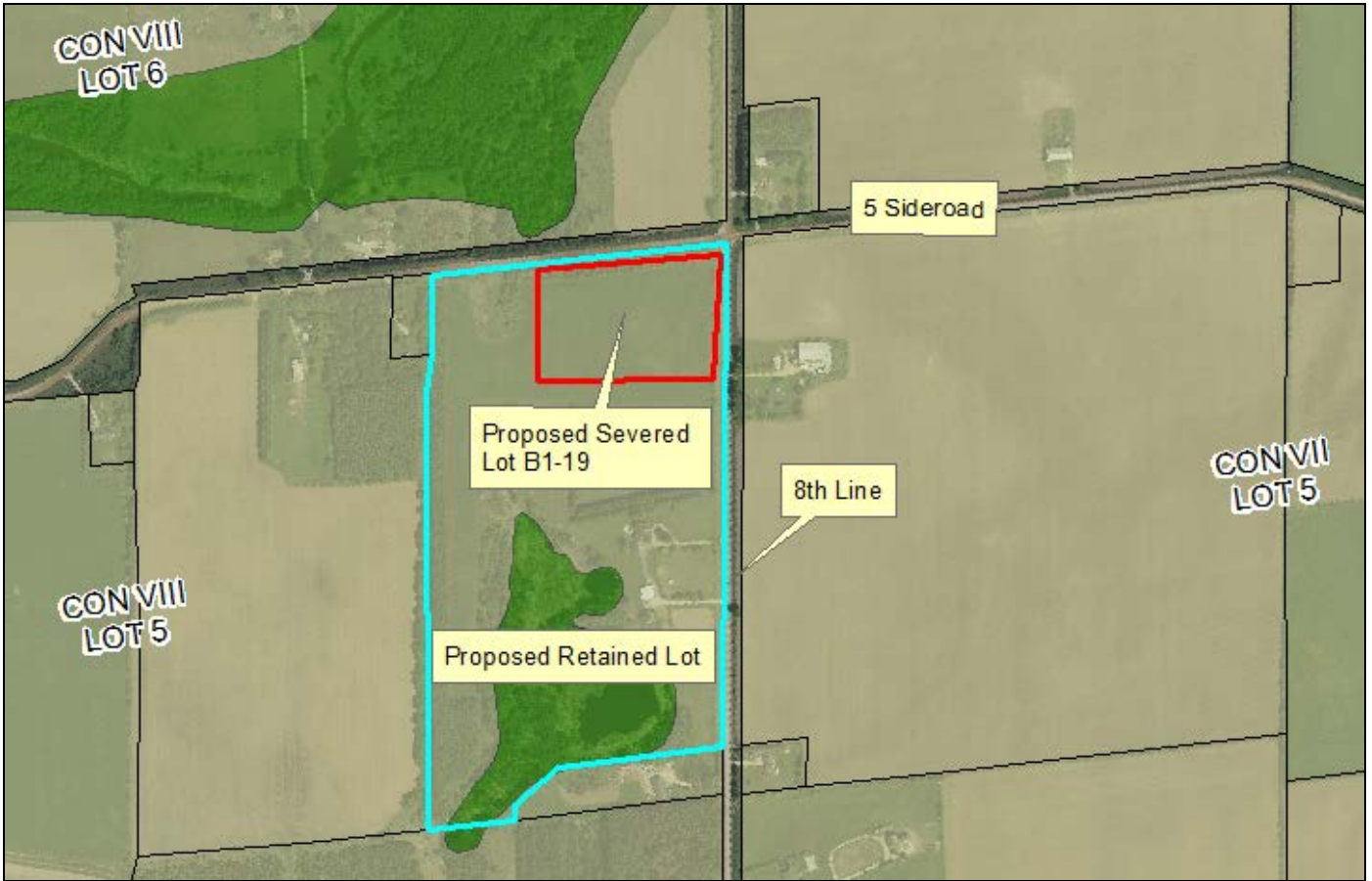
Respectfully Submitted,

RBA Planning Consultants Ltd.
Bob Black B.E.S.

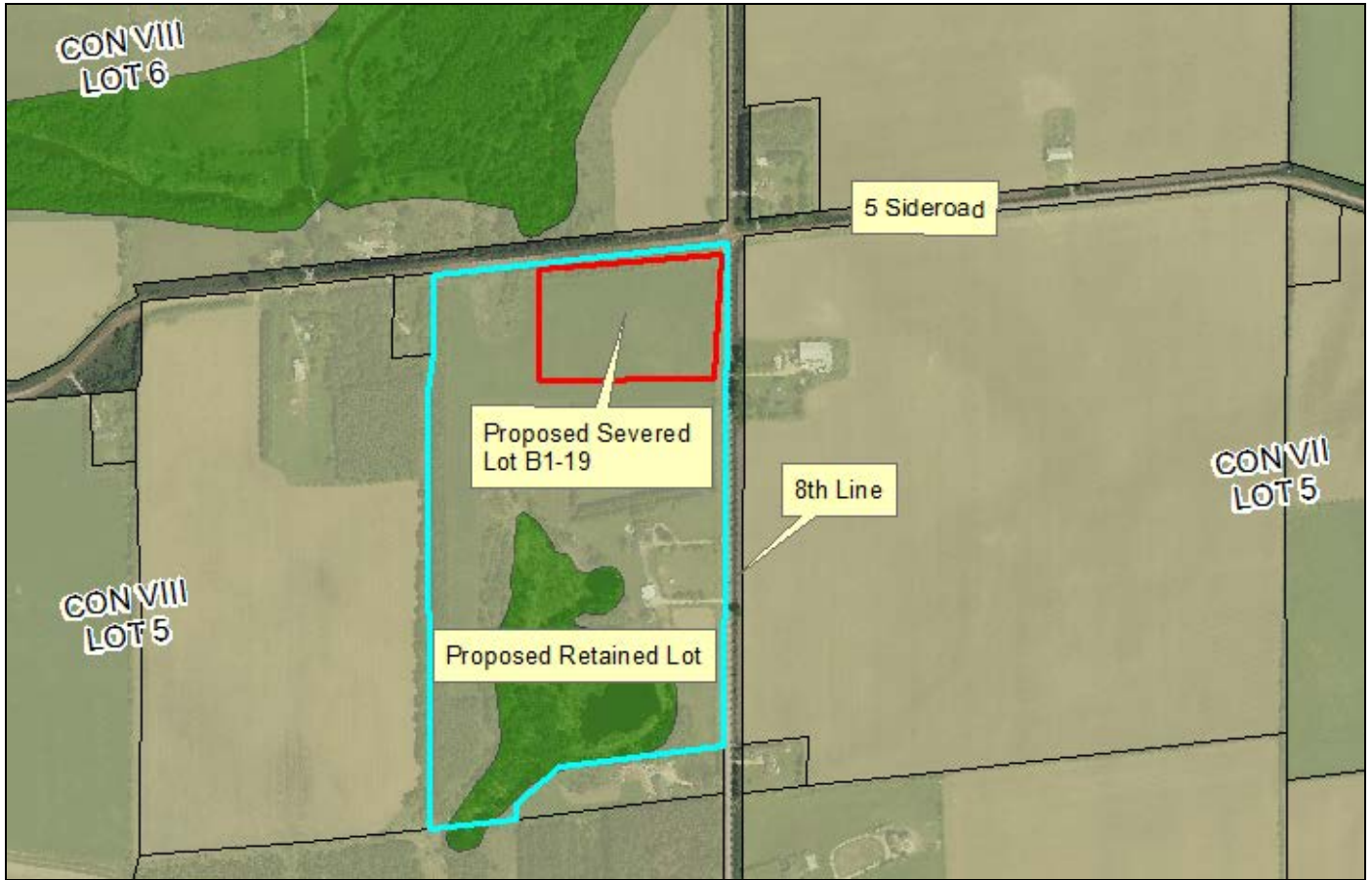
**SKETCHES PROVIDED BY APPLICANT:
(B1-19)**



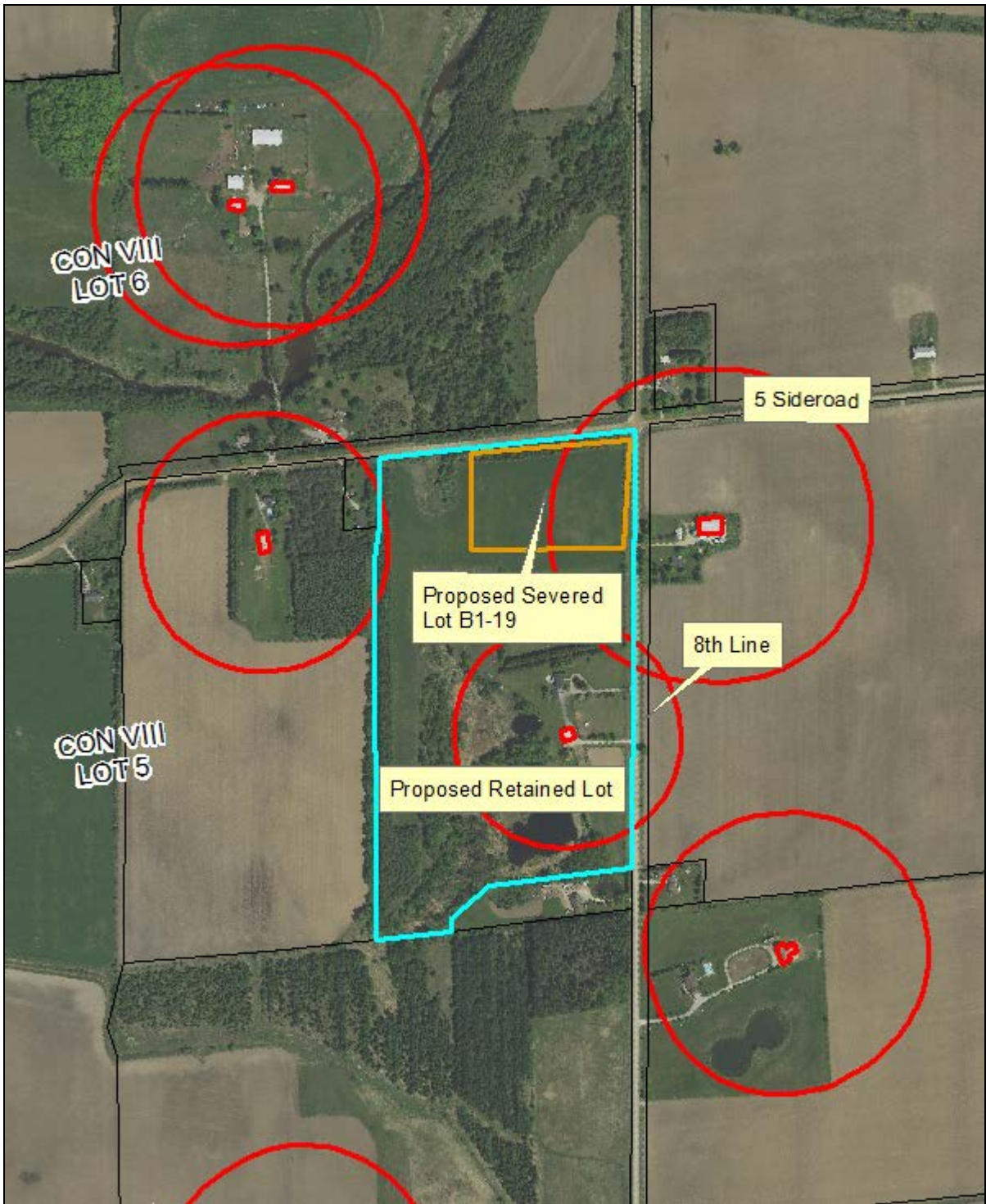
**OFFICIAL PLAN DESIGNATION:
AGRICULTURAL/ ENVIRONMENTAL PROTECTION**



**ZONING BY-LAW DESIGNATION:
AGRICULTURAL/ ENVIRONMENTAL PROTECTION**



MINIMUM DISTANCE SEPARATION (MDS):





MEMO

TO: Jenny Li, Planning Coordinator, County of Dufferin

FROM: Gregory Bender, Manager, Municipal Planning, WSP
Matt Alexander, Senior Planner, WSP
Abbas N. Ali, Planner, WSP

SUBJECT: Application for Consent to Sever (File #: B1/19)
293274 8th Line, Amaranth, ON

DATE: August 20, 2019

Recommendation

The application for Consent for the creation of a new lot for residential use through severance is not consistent with the Provincial Policy Statement, 2014 and does not conform with the Countryside Area and Agricultural Area designations and the related policies in the Dufferin County Official Plan. While one single residential dwelling is permitted on an existing lot in the Agricultural Area designation (County OP, s. 4.2.2(c)), a consent to create a new residential lot is not permitted according to the County Official Plan. Therefore, we recommend the application not be approved.

Summary

The purpose of the application is to sever the subject property for the purpose of residential use.

The severed parcel of land would have:

- a frontage of approximately 145 metres;
- a depth of approximately 230 metres; and
- an area of approximately 3.33 hectares.

The retained parcel of land would have:

- frontages of approximately 160.8 metres and 4,195 metres;
- a depth of approximately 623.4 metres; and
- an area of approximately 15.4 hectares.

The documents received by WSP on August 7th, 2019 include:

- Notice of a Complete Application & Notice of Public Meeting – File No. B1/19; and,
- Application for Consent – File No. B1/19;

The circulation documents were reviewed against the Province of Ontario's Agricultural Area and Natural Heritage mapping, the Provincial Policy Statement, 2014 and the Dufferin County Official Plan.

Provincial Policy Statement, 2014 (PPS) and Province of Ontario's Agricultural Area and Natural Heritage Mapping

As a result of Growth Plan 2019, the Province's Agricultural Area and Natural Heritage mapping must be studied and implemented into the County's Official Plan before it can be applied at a local level. However, as it relates to land use designations, the mapping should continue to be used as a guide to determine if the subject property is identified as agriculturally sensitive or with identified Natural Heritage features, should the County or local Official Plans not reflect current mapping.

Under Ontario's Agricultural Area mapping, the subject property is located within Prime Agricultural Lands. Per Section 2.3 of the PPS, Prime Agricultural Areas shall be protected for the long-term use of agriculture. Permitted uses and activities in these areas are restricted to agricultural uses, agriculture-related uses and on-farm diversified uses. Lot creation in Prime Agricultural Areas is discouraged per Policy 2.3.4.1 and is only permitted in certain cases.

Policy 2.3.4.1(a) directs that lots created for agricultural uses must be a size appropriate for the type of agricultural uses common in the area and must be sufficiently large to maintain flexibility for future changes in the type or size of agricultural operations.

Per Policy 2.3.4.3, the creation of new residential lots in Prime Agricultural Areas shall not be permitted, except in accordance with policy 2.3.4.1(c) which relates to an existing residence surplus to a farming operation and is not applicable in this case.

For these reasons, the creation of a new lot from the subject property, for residential use, would not be consistent with the Provincial Policy Statement, 2014.

Under Ontario's Natural Heritage Area mapping, the subject property contains woodlands and unevaluated wetlands.

Dufferin County Official Plan (2017)

The subject property is designated as Countryside Area as shown on Schedule B (Community Structure and Land Use) of the County Official Plan. Part of the subject property is further designated as Agricultural Area on Schedule C (Agricultural Area and Rural Lands) including the area proposed to be severed from the subject property.

The Agricultural Area designation consists primarily of prime agricultural lands, in accordance with Provincial policies. The County Official Plan requires that lands within



these areas will be protected for agricultural uses, agriculture-related uses, and on-farm diversified uses, unless appropriate justification is provided for alternative uses.

Per section 4.2.5 (Agricultural Area Lot Creation and Adjustment), lot creation in the Agricultural Area will generally be discouraged and only permitted in accordance with provincial policy and the policies of the local municipal official plan. The minimum lot area of both the retained and severed lots will be established in the local municipal official plans in accordance with the lot creation policies for the uses set out below. Lot line adjustments will be interpreted to prohibit the creation of new residential or non-farm parcels.

Per section 4.2.5(g), the creation of new residential lots in the prime agricultural area shall not be permitted except in accordance with policy 4.2.5(c), which states that where a previous or current farm acquisition has rendered a residence surplus to a farming operation, a consent may be permitted subject to the following conditions:

- i. the retained farm parcel will be zoned so as to prohibit the construction of any additional dwellings;
- ii. the new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services; and
- iii. the surplus dwelling parcel will be subject to Minimum Distance Separation I setback provisions, and be zoned to recognize the non-farm residential use, as required.

Based on the application form circulated, the proposed severance is not intended to accommodate an existing residence surplus to a farming operation and as such, the creation of a new lot intended to be used for residential purposes in the Prime Agricultural Area does not conform to the County Official Plan and is not permitted.

The subject property is not located on a County road and as such the Township should provide any comments regarding access.

Recommendation

The application for Consent for the creation of a new lot for residential use through severance is not consistent with the Provincial Policy Statement, 2014 and does not conform with the Countryside Area and Agricultural Area designations and the related policies in the Dufferin County Official Plan. While one single residential dwelling is permitted on an existing lot in the Agricultural Area designation (County OP, s. 4.2.2(c)), a consent to create a new residential lot is not permitted according to the County Official Plan. Therefore, we recommend the application not be approved.



REPORT TO COUNCIL

TO: Mayor Currie and Members of Council

FROM: Bob Black, Interim Township Planner

DATE: September 11, 2019

OWNER(S): William and Susan Walkinshaw

APPLICANT(S): William Walkinshaw

SUBJECT: Consent Applications B2-19 & B3-19
484337 30 Sideroad, Amaranth - Concession 5, Part Lot 31

**OFFICIAL PLAN
DESIGNATION:** Agricultural / Environmental Protection

ZONING: Agricultural / Environmental Protection

1. PURPOSE OF APPLICATION

The purpose of the two applications noted above is to create 2 separate residential lots from the Walkinshaw property. Each lot proposed to be severed is approximately 1.02 ha (2.52 ac) each. According to the application, their property is approximately 39.29 ha (97.01 acres) If the severances are created, the applicant will retain 37.25 ha (92.04 ac) According to Municipal Property Assessment (MPAC) records the existing property size is listed as 36.70 ha (90.7 ac) in size, therefore lot size would need to be confirmed through survey.

The following charts provide further details of the parcels to be severed as per the application:

<u>B2-19</u>	<u>RETAINED PARCEL</u>	<u>SEVERED PARCEL</u>
Frontage:	447 m	64.94 m
Depth:	583.47 m	157.03 m
Area:	38.27 ha (94.56 ac)	1.02 ha (2.52 ac)

<u>B3-19</u>	<u>RETAINED PARCEL</u>	<u>SEVERED PARCEL</u>
Frontage:	447 m	64.94 m
Depth:	583.47 m	157.03 m
Area:	38.27 ha (94.56 ac)	1.02 ha (2.52 ac)

2. ANALYSIS AND DISCUSSION

The subject property is designated Agricultural/Environmental Protection and it is zoned Agricultural/Environmental Protection. The proposed severances are within that part of the lot designated Agricultural and zoned Agricultural.

2.1. Provincial Policy Statement, 2014

The Provincial Policy Statement (PPS) 2014 came into effect on April 30, 2014. It provides direction on matters of provincial interest related to land use planning and development.

The PPS provides direction with respect to Agricultural matters in Section 2.3 Agriculture.

Section 2.3.1 states:

“Prime agricultural areas shall be protected for long-term use for agriculture.”

Section 2.3.3.2 states:

“In prime agricultural areas, all types, sizes and intensities of agricultural uses and normal farm practices shall be promoted and protected in accordance with provincial standards.”

Section 2.3.4.1 of the PPS states:

Lot creation in prime agricultural areas is discouraged and may only be permitted for:

- a) Agricultural uses provided that the lots are of a size appropriate for the type of agricultural use common in the area and are sufficiently large to maintain flexibility for future changes in type or size of agricultural operations.
- b) Agriculture-related uses provided any new lot will be limited to a minimum size to accommodate the use and appropriate sewage and water services.
- c) Residence surplus to a farming operation as a result of farming consolidation.

Section 2.3.4.3 states:

The creation of new residential lots in prime agricultural areas shall not be permitted, except for a surplus farm dwelling as required in Section 2.3.4.1 c)

The proposal is to create two lots each with a frontage of 64.94 m and an area of 1.02 ha for future residential purposes. The proposed lots would be non -farm lots in the prime agricultural area.

The creation of non-farm lots for future residential development in prime agricultural areas does not comply with the PPS 2014

2.2. 2019 Growth Plan and Agricultural System

An updated Growth Plan for the Greater Golden Horseshoe (GGH), was approved under the Places to Grow Act, 2005 and took effect on May 19, 2019. It is a policy document based on the PPS but in more detail to help guide and manage growth and development in a way that supports economic prosperity, protects the environment, and helps communities achieve a high quality of life. One of the guiding principles is to support and enhance the long-term viability and productivity of agricultural areas and the agri-food network.

The subject property is included through the Growth Plan 2019 as being part of the Agricultural System. Section 4.2.6 of the Growth Plan provides policies with respect to the Agricultural System. It identifies and protects a continuous, productive land base for agriculture across municipalities and provides support for the agri-food supply chain that the sector depends on.

In the Agricultural Land Base Map for the Greater Golden Horseshoe, the subject property is identified as being in a Prime Agricultural Area and therefore the policies of the PPS regarding prime agricultural areas apply.

The proposed severances will not retain nor protect the agricultural integrity of the larger agricultural area or system identified through the Agricultural System Mapping for the GGH by the Province.

The proposal is not consistent with nor does the proposal comply with the Growth Plan for the Greater Golden Horseshoe, GGH 2019.

2.3. County of Dufferin Official Plan (County OP)

The County OP was approved on March 27, 2015. It is a policy document providing direction on matters of County significance and provides land use planning guidance to the local municipalities within the County of Dufferin.

The subject property is located within the Countryside Area designation as shown on Schedule B (Section 4.0) and designated Agricultural Area (Section 4.2) on Schedule C of the County Official Plan.

The Agricultural Area designation consists primarily of prime agricultural lands, in accordance with Provincial Policies. The County Official Plan requires that lands within these areas will be protected for agricultural uses, agriculture-related uses and on-farm diversified uses, unless appropriate justification is provided for alternative uses.

Section 4.2.5 of the County OP describes the policies regarding Agricultural Area Lot Creation and Adjustment. Section 4.2.5 states:

- d) *Lot creation in the agricultural area will generally be discouraged and permitted only in accordance with provincial policy and the policies in the local municipal official plan*
- e) *Permits lot creation in Prime Agricultural Areas in the following circumstances: "For Agricultural Uses provided that the lots are of a size appropriate for the type of agricultural use(s) common in the area and are sufficiently large enough to maintain flexibility for future changes in the type or size of agricultural operations."*
- f) *The creation of new residential lots in the prime agricultural area shall not be permitted except for surplus farm dwelling severances.*

The applications for consent to create two new residential lots through severance is not consistent with the Provincial Policy Statement, 2014 and does not conform with the Countryside Area and Agricultural Area designations and related policies in the Dufferin County Official Plan.

The two consent applications to create new residential lots is not permitted according to the County Official Plan.

The property is located partially within a Low Vulnerable Aquifer Area and partially within a Medium Vulnerable Aquifer Area as identified under Appendix 2 for Source Water Protection matters. Section 5.4.2(c) states that "prior to the approval of development applications within designated vulnerable areas, the proponents shall demonstrate to the satisfaction of the County, local municipality, Conservation Authority and Province, where necessary, that the quality and quantity of municipal drinking water sources will not be negatively impacted." According to the Grand River Source Protection Plan, the subject

property is not in a vulnerable area and therefore no policies apply.

The proposal does not conform to the County OP's lot creation policies for the Agricultural area.

2.4. Township of Amaranth Official Plan (Township OP)

The Official Plan is a policy document intended to guide development within the Township. The subject property is designated Agricultural and Environmental Protection in the 2004 Official Plan.

The Agricultural Areas designated on Schedule A is intended to reflect lands where the soils are primarily designated Classes 1, 2 and 3 as identified in the Canada Land Inventory of soil capability for agriculture, except areas where the existing fragmentation of land or surrounding uses result in agriculture being incompatible or not viable based on a site specific analysis. It is the Plans objective to encourage all forms of agriculture and to protect the long-term ability of farming operations to contribute to the economy and lifestyle of the Township

The severance policies for Agricultural designated lands in the Township Official Plan (Section 3.1.4 Severance Policy) applicable to this application are as follows:

- a) It is the policy of this Plan that the agricultural land base is to be preserved as much as possible in large parcels. The severed and retained parcels are to be of an appropriate size for the type of agricultural uses common in the area and sufficiently large to maintain flexibility for future changes in the type or size of the agricultural operation. In general, severances are discouraged. The basic farm unit in this category will be the original surveyed parcel of land, of approximately 40 hectares, the farm residence, barns and other buildings and structures which together support the farm operation.
- b) All farm and non-farm development will comply with the Minimum Distance Separation Formulae (MDS) established by the Province in order to minimize odour conflicts between livestock facilities and development, as amended from time to time.
- c) Existing agricultural operations should not be subdivided into smaller parcels of land where the severance would reduce the long-term flexibility and viability of the existing farm unit."

The Official Plan requires severance application to meet the MDS set back requirements. Township staff reviewed MDS1 calculation for the existing barns/livestock facilities within 750 meters of the subject property pursuant to the MDS Guidelines and found that there are no MDS impacts for the proposed new lots.

The two severance applications are in the County's Source Water Protection Mapping in Appendix 2 of their Official Plan as being within the Vulnerable Aquifer Area and in the Medium classification. Section 5.4.2 Source Water Protection c) states:

Prior to approval of development applications within designated vulnerable areas, the proponent shall demonstrate to the satisfaction of the County, local municipality, Conservation Authority and Province, where necessary, that the quality and quantity of municipal drinking water source will not be negatively impacted.

The objectives of the Environmental Protection Policies, Section 3.8.2 are:

- a) To protect and enhance the Environmental Protection Areas in the Township of Amaranth.
- c) To prohibit development where an Environmental Impact Assessment has indicated that the proposal would have a negative impact on the functions, features or linkages of the Environmental Protection Area.

Section 3.8.4 General Development Policies states:

- c) The Township will seek technical advice of the appropriate review agency including the appropriate Conservation Authority when dealing with development proposals in and adjacent to this designation.

In this instance the GRCA has advise that both parcels contain natural features as identified by the PPS 2014 and there is enough area for future development within the severed parcel to be beyond 30 meters from the wetland feature. However, any future development or site alterations within the regulated area will require a permit from the Authority.

The proposed severances do not conform to Township Official Plan policies to preserve the agricultural land base as much as possible in large parcels, to maintain the open landscape character of the Township by preserving large parcel sizes and minimizing the intrusion of non-agricultural uses into the agricultural areas. Residential lot severance for non- farm use except for surplus farm dwellings to a farming operation are not permitted

The proposed severances do not comply with the policies as outlined in the Township's Official Plan.

2.5. Zoning By-law 2-2009

The subject property is zoned Agricultural and Environmental Protection.

The minimum lot size requirement in the Agricultural Zone for agricultural lots is 19ha (47ac) and the minimum frontage for such a lot is 150m. As shown on the table found in

Section 1 of this report and the attached sketches, the proposed severances do not meet this requirement however, the bylaw does have provisions for residential uses that the proposed lots do meet.

The proposed lots do not meet the minimum lot size for permitted agricultural uses in the agricultural area.

2.6. Minimum Distance Separation

The PPS, the County of Dufferin Official Plan, the Township Official Plan and Zoning By-law 2-2009 require that proposed severances comply with minimum distance setbacks to livestock facilities.

There are several livestock facilities within a 750-meter radius of the subject property. Township staff identified applicable livestock facilities within this radius. The MDS set back calculations confirmed that there were no impacts as they apply to the severance applications.

Therefore, the proposal complies with the MDS setback requirements.

3. COMMENTS RECEIVED

The applications have been circulated to internal departments, external agencies and area residents located within 60 meters from the subject lands. The following provides a description of the comments received and a response to address the comments, if necessary:

3.1. Circulated Agency Comments

- **Grand River Conservation Authority (GRCA)**
(Comments received August 15, 2019):

The GRCA comments indicated that portions of both severed and retained parcels contain natural heritage features as identified by the PPS 2014. Based on their review, there is enough area for future development within the severed parcels to be beyond the 30 meters from the wetland feature. As such they do not anticipate any negative impacts to the wetland as a result of the severances.

The Authority indicated that they have no concerns with the proposed severance.

- **County of Dufferin Building and Bylaw Department**
(Comments dated August 9, 2019)

The Building Department commenced a preliminary review of the application and advised that the application for the above noted address has not revealed any issues.

The Building Department has no other comments at this time.

- **County of Dufferin Planning Department-**
(See attached comments dated August 20, 2019.)

The County of Dufferin provide detail comments concerning the Provincial Policy Statements 2014 (PPS), the Province of Ontario 's Agricultural Areas and Natural Heritage Mapping and Dufferin County Official Plan (2017)

Under Ontario's Agricultural Areas Mapping, the subject property is located within Prime Agricultural lands. Per Section 2.3.1 of the PPS, Prime Agricultural Areas shall be protected for the long-term use for agriculture. Permitted uses and activities in these areas are restricted to agricultural uses, agricultural-related uses and on-farm diversified uses. Lot creation in Prime Agricultural Areas is discouraged per Policy 2.3.4.1 and is only permitted in certain cases.

Policy 2.3.4.3 in the PPS, the creation of new residential lots in Prime Agricultural Areas shall not be permitted, except in accordance with policy 2.3.4.1(c) which relates to a residence surplus to a farm operation which is not applicable in this case.

For these reasons, the creation of new lots from the subject property for residential use, would not be consistent with the PPS 2014

The County's Official Plan states that Prime Agricultural Areas will be protected for agricultural uses, agriculture-related uses and on-farm diversified uses, unless appropriate justification is provided for alternative uses.

Section 4.2.5 (g) of the Plan provides that where a residence, surplus to a farm operation, a consent may be permitted, subject to conditions. The two severance applications are not for a surplus farm residence.

The application for consent for the creation of two new residential lots through severance is not consistent with PPS 2014 and does not conform with the Countryside Area and Agricultural Area designations and related policies in the Dufferin County Official plan. While one single residential dwelling is permitted on an existing lot in the Agricultural Area designation (County OP S 4.2.2 (c), a consent to create a new residential lot is not permitted according to the County Official Plan.

Therefore, for the reasons noted above and in their comment letter, the County recommend the applications not be approved.

3.2. Public Meeting Comments

- **Mr. John Walkinshaw (Property Owner/Applicant)**

Owners/Applicants, William and Susan Walkinshaw, were in attendance for the Public Meeting. CAO/Clerk-Treasurer presented the application. The subject property is designated Agricultural/Environmental Protection in the Township Official Plan and zoned Agricultural/Environmental Protection in the Township Zoning By-law. The purpose of these consent application is to create 2 new residential lots of approximately 1.02 ha (2.52 ac) each. The retained parcel is approximately 38.27 ha (92.04 ac). The existing property is 36.70 ha (90.7 ac) in size (as per MPAC).

Mr. Walkinshaw presented a PowerPoint presentation. (See attached)

4. CONCLUSION AND RECOMMENDATION

The two severance applications B2/19 and B3/19 have been reviewed as they relate to the policy framework provided in the PPS, the 2019 Growth Plan, the County Official Plan, the Township Official Plan and Zoning By-law.

As outlined in detail above, the two severance proposals do not comply with the policy framework nor do they meet the tests as outlined in the PPS 2014, the Growth Plan for the Greater Golden Horseshoe 2019, the County Official Plan and the Amaranth Official Plan.

The applicant's position presented to the Council, that this property is not being farmed, that it would not be a viable farm property, that it is incorrectly designated in the Official Plan documents and that there are numerous property severances on lots that surround him are all items that may be appropriate to pursue in an Official Plan Amendment process.

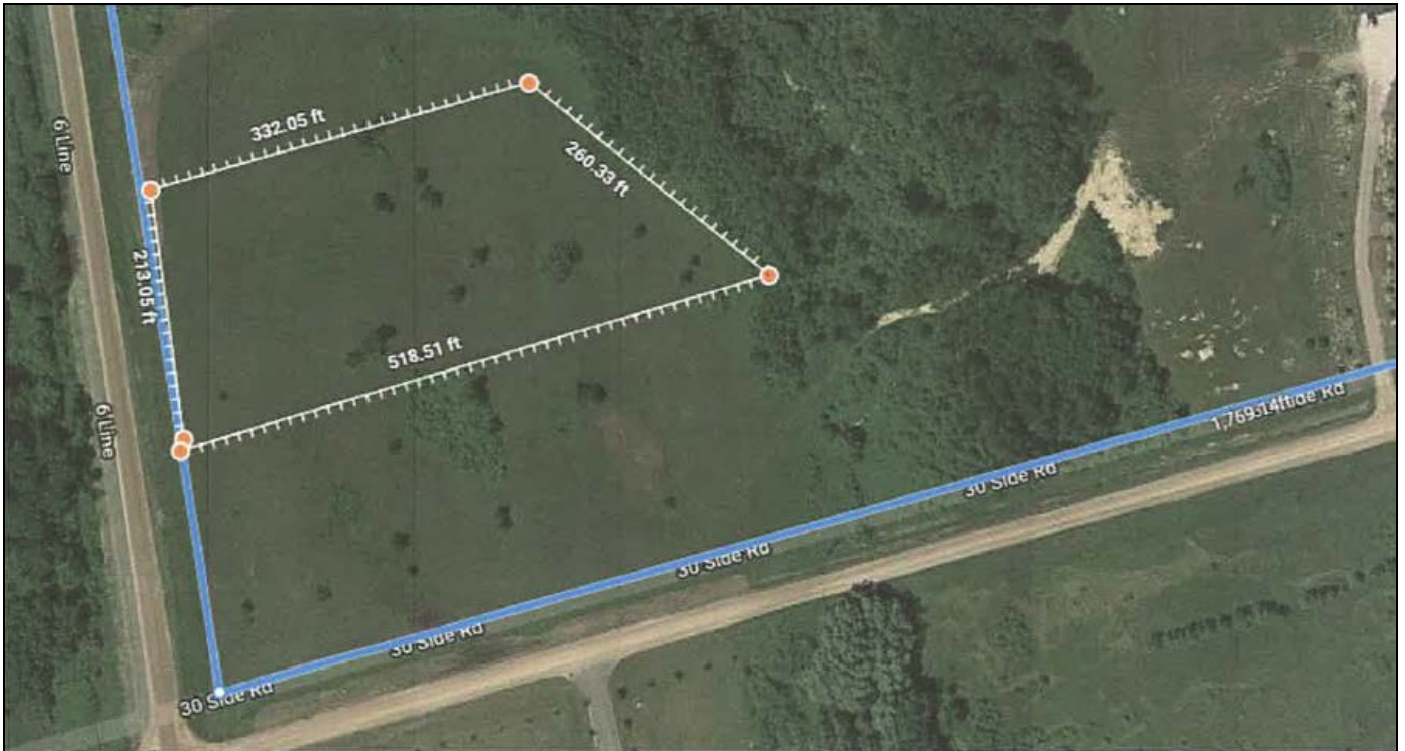
At this point the subject property is designated prime agricultural in the planning documents and it is within this planning framework that these severance applications are required to be reviewed and comply with.

Since the applications do not comply with the applicable planning policy framework, it is recommended that both applications (B2-19 and B3-19) be refused.

Respectfully Submitted,

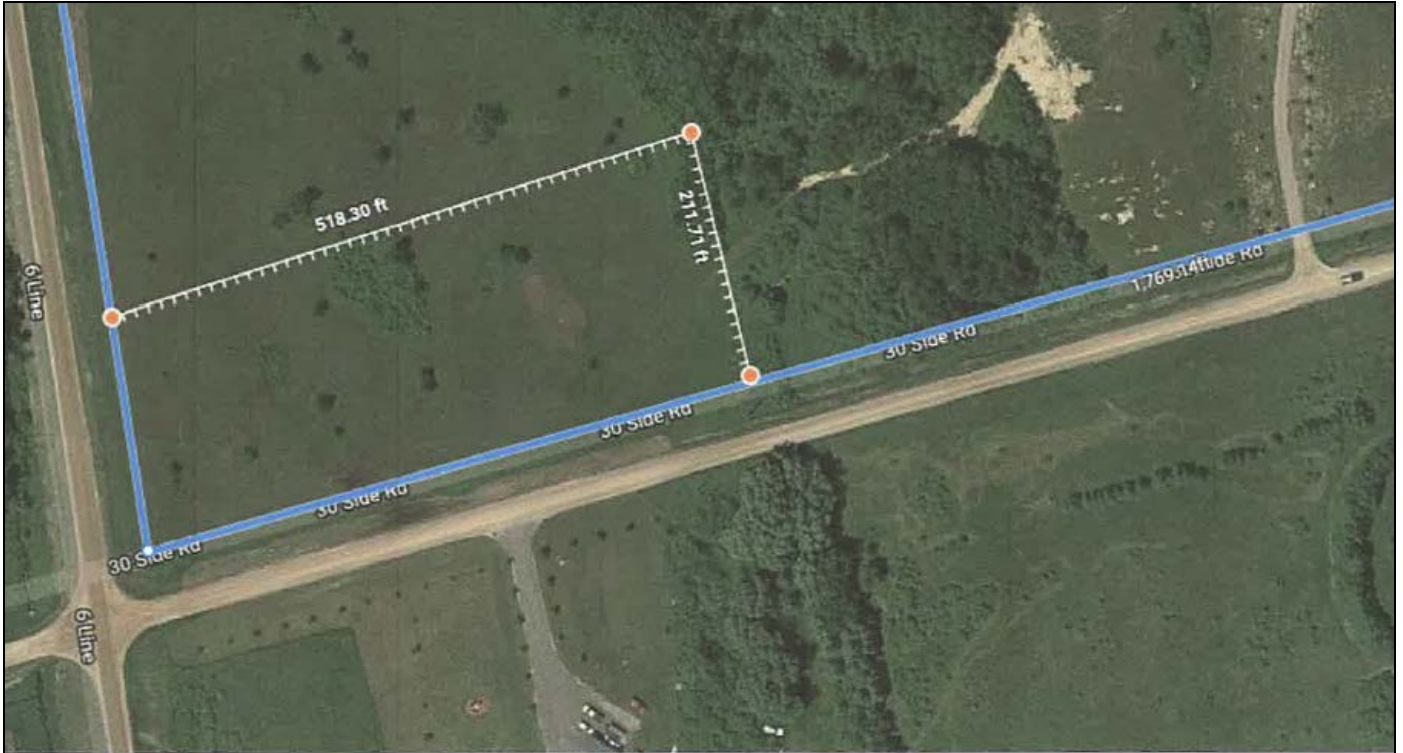
RBA Planning Ltd.
Bob Black B.E.S.
Township Planner

SKETCHES PROVIDED BY APPLICANT:
(B2-19)



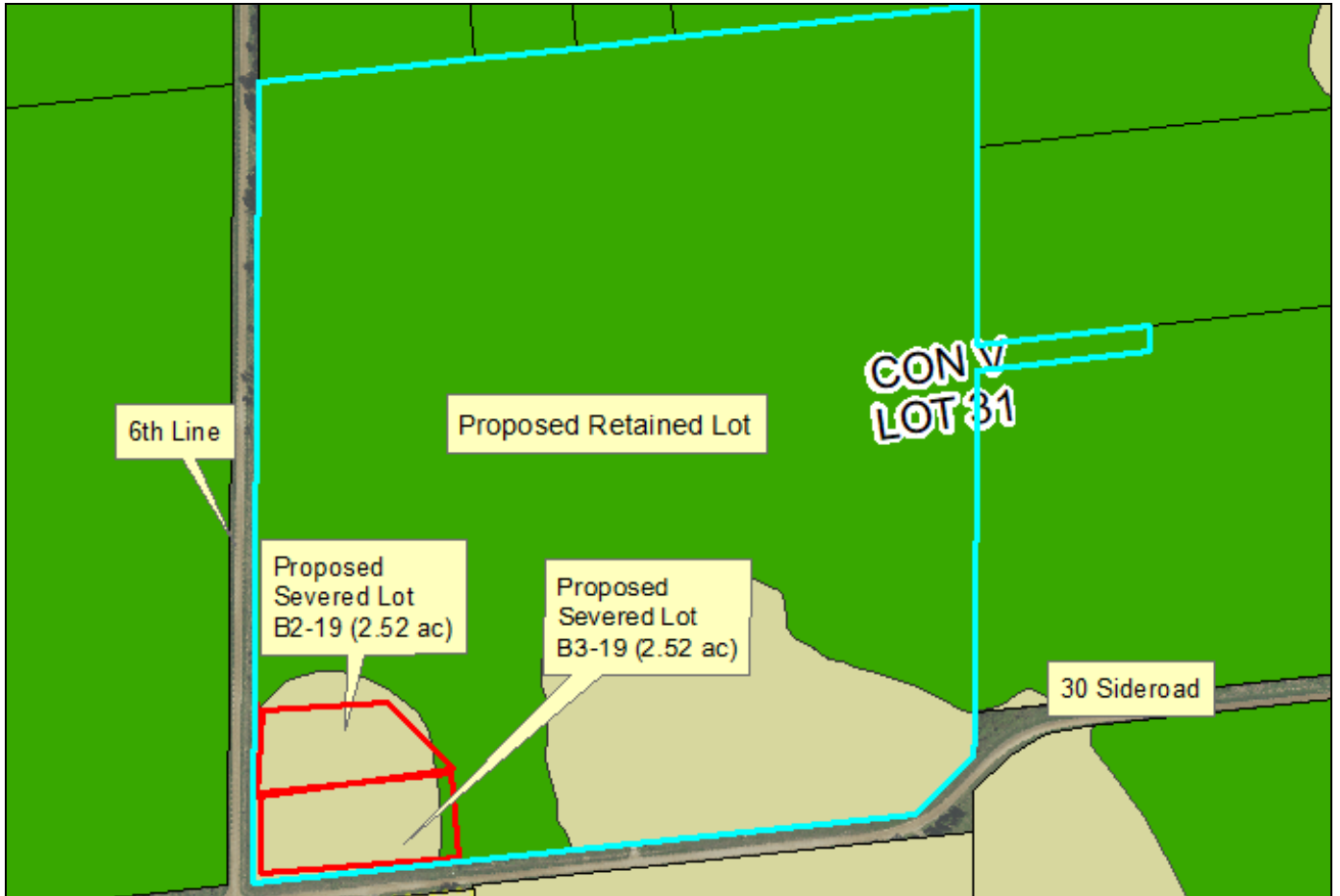
LOT OFF 6th LINE
APPROX 2 1/2 ACRES.

SKETCHES PROVIDED BY APPLICANT:
(B3-19)

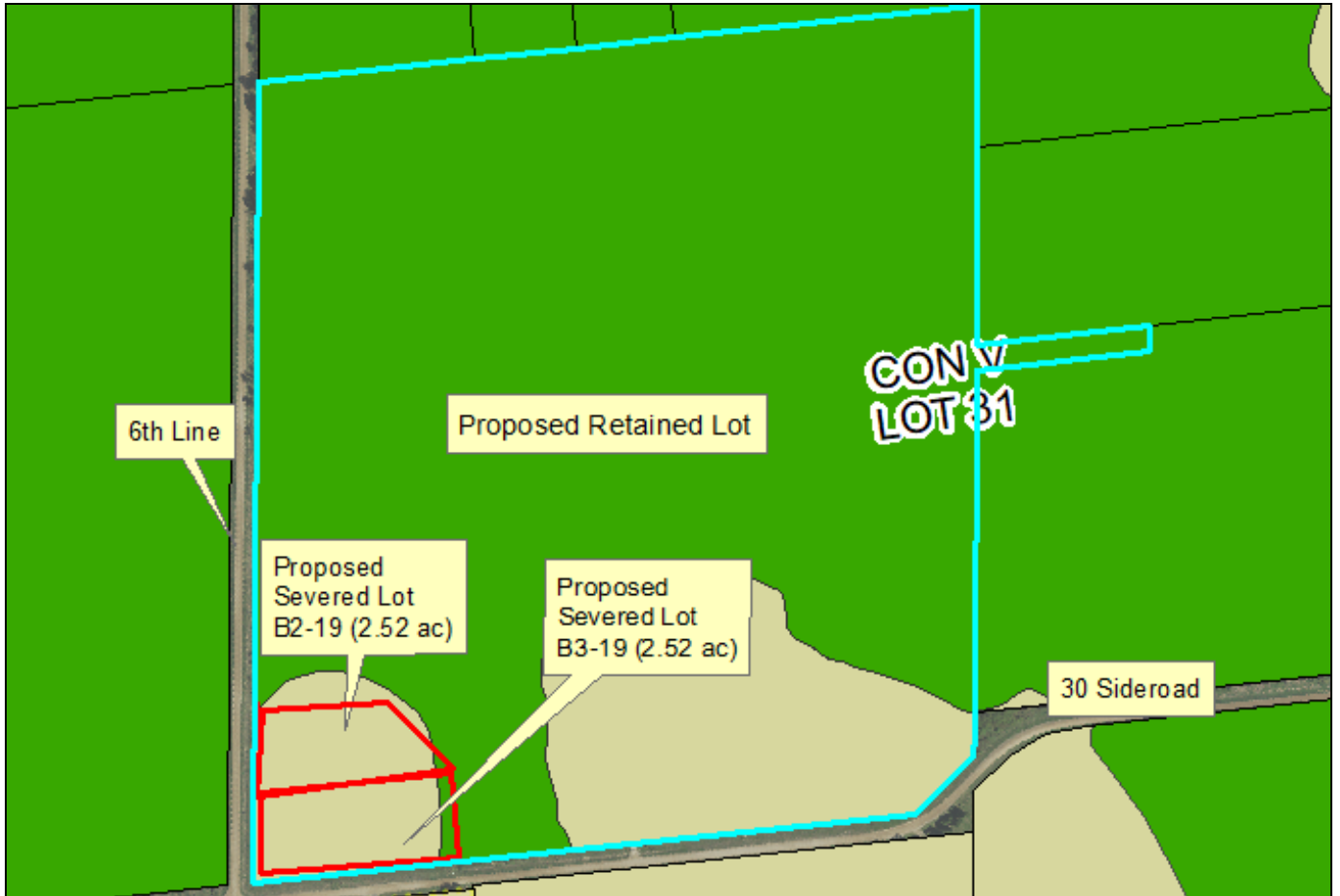


LOT OFF 30TH SIDE ROAD.
540 FT FROM HOME
APPROX 2 1/2 ACRES.

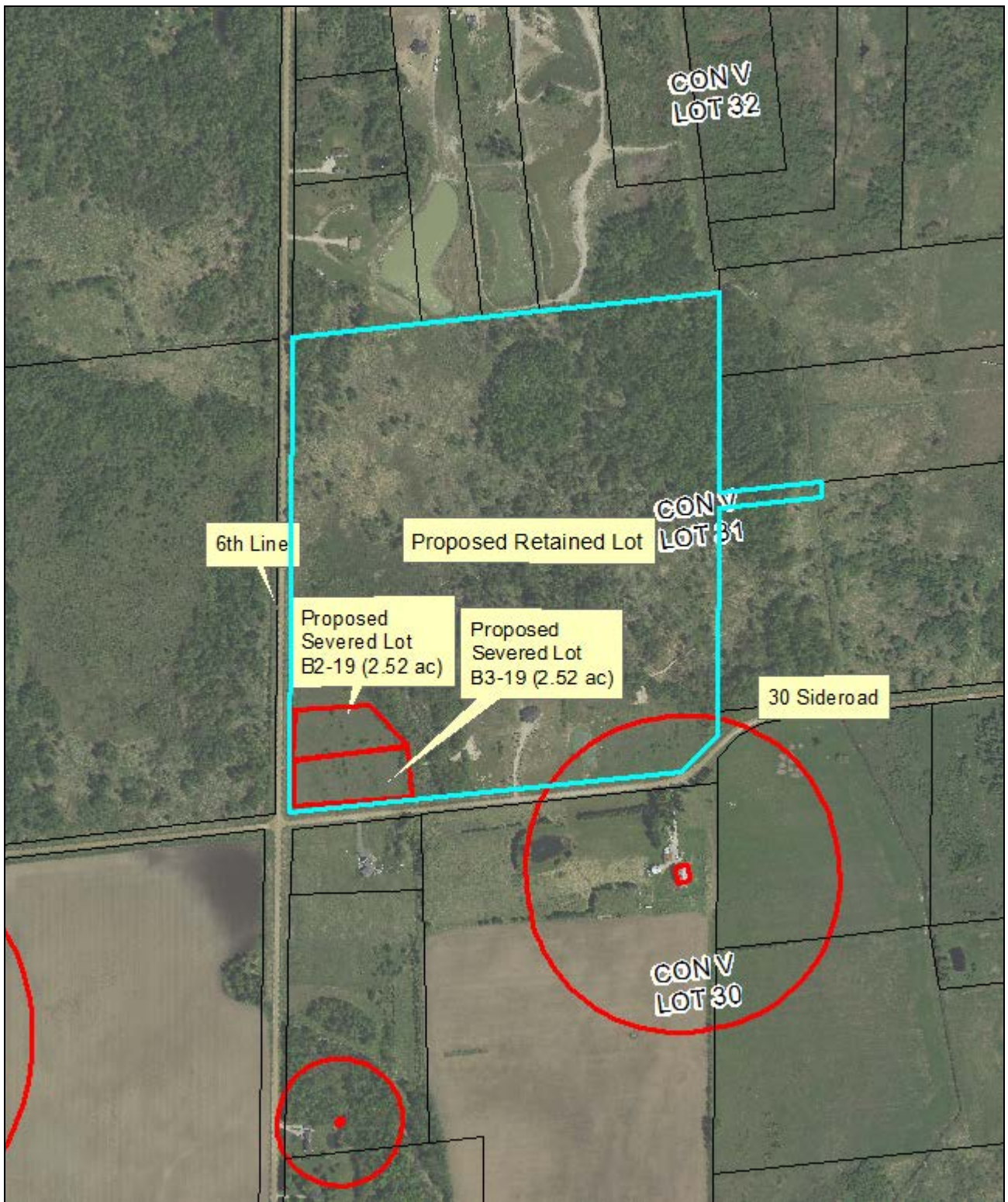
**OFFICIAL PLAN DESIGNATION:
AGRICULTURAL/ ENVIRONMENTAL PROTECTION**



**ZONING BY-LAW DESIGNATION:
AGRICULTURAL/ ENVIRONMENTAL PROTECTION**



MINIMUM DISTANCE SEPERATION (MDS):





MEMO

TO: Jenny Li, Planning Coordinator, County of Dufferin

FROM: Gregory Bender, Manager, Municipal Planning, WSP

Matt Alexander, Senior Planner, WSP

Abbas N. Ali, Planner, WSP

SUBJECT: Applications for Consent to Sever (File #: B2/19 & B3/19) – 484337 30
Sideroad, Amaranth, ON

DATE: August 20, 2019

Recommendation

The applications for Consent for the creation of two new residential lots through severance is not consistent with the Provincial Policy Statement, 2014 and does not conform with the Countryside Area and Agricultural Area designations and related policies in the Dufferin County Official Plan. While one single residential dwelling is permitted on an existing lot in the Agricultural Area designation (County OP, s. 4.2.2(c)), a consent to create a new residential lot is not permitted according to the County Official Plan. Therefore, we recommend the application not be approved.

Summary

The purpose of the application is to sever the subject property to create two new lots for residential uses.

One severed parcel of land, B2-19, would have:

- a frontage of approximately 157.98 metres;
- a depth of approximately 64.94 metres; and
- an area of approximately 10,194 sq. metres.

The second severed parcel of land, B3-19, would have:

- a frontage of approximately 157.98 metres;
- a depth of approximately 64.53 metres; and
- an area of approximately 10,194 sq. metres.

The retained parcel of land would have:

- a frontage of approximately 447.9 metres;
- a depth of approximately 583.88 metres; and,
- an area of approximately 382,665 sq. metres.



The documents received by WSP on August 7th, 2019 include:

- Notice of a Complete Application & Notice of Public Meeting – File No. B2/19 and B3/19;
- Application for Consent – File No. B2/19; and,
- Application for Consent – File No. B3/19.

The circulation documents were reviewed against the Province of Ontario's Agricultural Area and Natural Heritage mapping, the Provincial Policy Statement, 2014 and the Dufferin County Official Plan.

Provincial Policy Statement, 2014 (PPS) and Province of Ontario's Agricultural Area and Natural Heritage Mapping

As a result of Growth Plan 2019, the Province's Agricultural Area and Natural Heritage mapping must be studied and implemented into the County's Official Plan before it can be applied at a local level. However, as it relates to land use designations, the mapping should continue to be used as a guide to determine if the subject property is identified as agriculturally sensitive or with identified Natural Heritage features, should the County or local Official Plans not reflect current mapping.

Under Ontario's Agricultural Area mapping, the subject property is located within Prime Agricultural Lands. Per Section 2.3 of the PPS, Prime Agricultural Areas shall be protected for the long-term use of agriculture. Permitted uses and activities in these areas are restricted to agricultural uses, agriculture-related uses and on-farm diversified uses. Lot creation in Prime Agricultural Areas is discouraged per Policy 2.3.4.1 and is only permitted in certain cases.

Policy 2.3.4.1(a) directs that lots created for agricultural uses must be a size appropriate for the type of agricultural uses common in the area and must be sufficiently large to maintain flexibility for future changes in the type or size of agricultural operations.

Per Policy 2.3.4.3, the creation of new residential lots in Prime Agricultural Areas shall not be permitted, except in accordance with policy 2.3.4.1(c) which relates to a residence surplus to a farming operation and is not applicable in this case.

For these reasons, the creation of new lots from the subject property for residential use, would not be consistent with the Provincial Policy Statement, 2014.

Under Ontario's Natural Heritage Area mapping, the subject property contains some woodlands and non-provincially significant wetlands.

Dufferin County Official Plan (2017)

The subject property is designated as Countryside Area as shown on Schedule B (Community Structure and Land Use) of the County Official Plan. Parts of the subject property are further designated as Agricultural Area on Schedule C (Agricultural Area and



Rural Lands). These areas appear to coincide with the areas proposed to be severed from the subject property.

The Agricultural Area designation consists primarily of prime agricultural lands, in accordance with Provincial policies. The County Official Plan requires that lands within these areas will be protected for agricultural uses, agriculture-related uses, and on-farm diversified uses, unless appropriate justification is provided for alternative uses.

Per section 4.2.5 (Agricultural Area Lot Creation and Adjustment), lot creation in the Agricultural Area will generally be discouraged and only permitted in accordance with provincial policy and the policies of the local municipal official plan. The minimum lot area of both the retained and severed lots will be established in the local municipal official plans in accordance with the lot creation policies. Lot line adjustments will be interpreted to prohibit the creation of new residential or non-farm parcels.

Per section 4.2.5(g), the creation of new residential lots in the prime agricultural area shall not be permitted except in accordance with policy 4.2.5(c), which states that where a previous or current farm acquisition has rendered a residence surplus to a farming operation, a consent may be permitted subject to the following conditions:

- i. the retained farm parcel will be zoned so as to prohibit the construction of any additional dwellings;
- ii. the new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services; and
- iii. the surplus dwelling parcel will be subject to Minimum Distance Separation I setback provisions, and be zoned to recognize the non-farm residential use, as required.

Based on the application form circulated the proposed severance is not intended to accommodate an existing residence surplus to a farming operation and as such, the creation of new lots intended to be used for residential purposes in the Prime Agricultural Area does not conform to the County Official Plan and is not be permitted.

The subject property is not located on a County road and as such the Township should provide any comments regarding access.

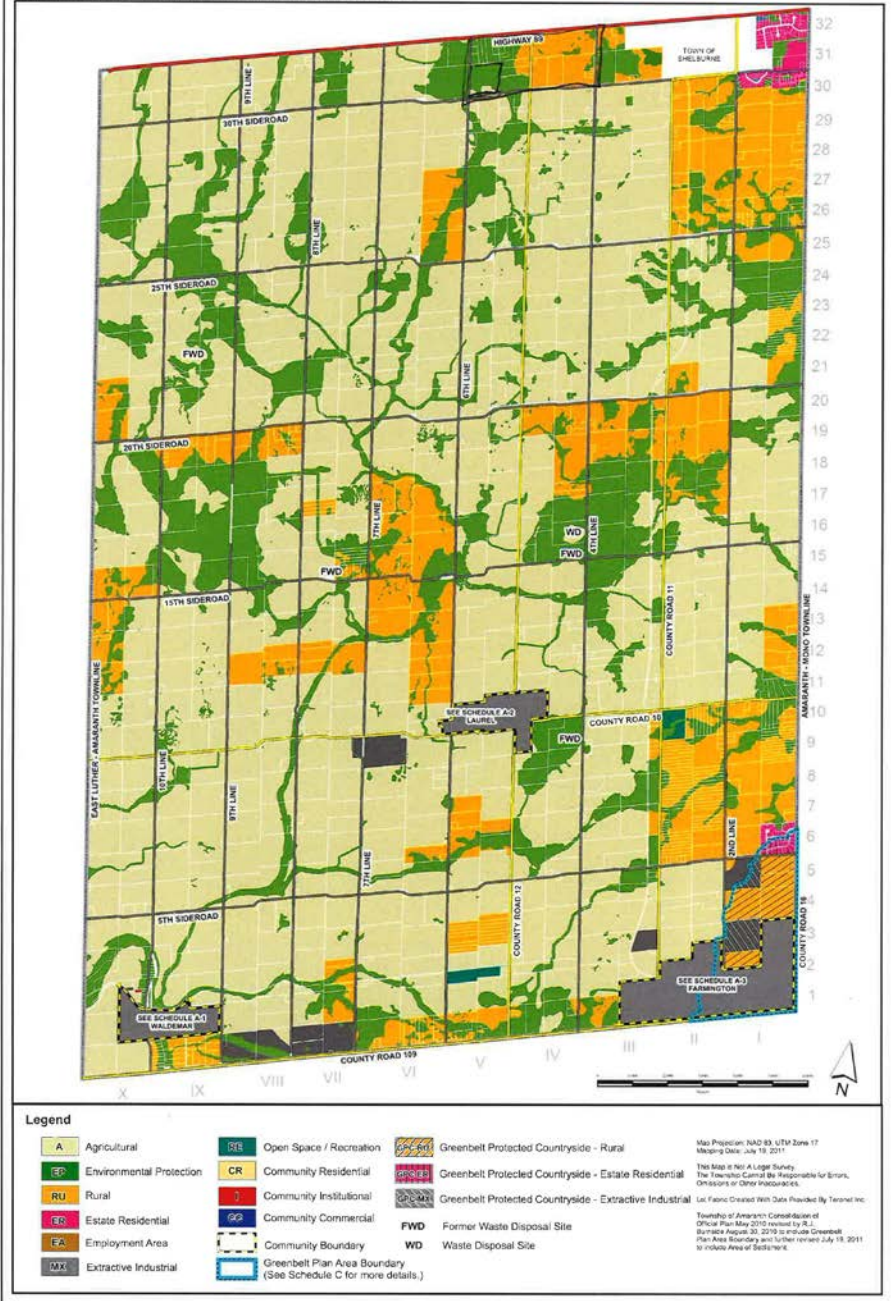
Recommendation

The applications for Consent for the creation of two new residential lots through severance is not consistent with the Provincial Policy Statement, 2014 and does not conform with the Countryside Area and Agricultural Area designations and related policies in the Dufferin County Official Plan. While one single residential dwelling is permitted on an existing lot in the Agricultural Area designation (County OP, s. 4.2.2(c)), a consent to create a new



residential lot is not permitted according to the County Official Plan. Therefore, we recommend the application not be approved.

TOWNSHIP OF AMARANTH OFFICIAL PLAN
SCHEDULE "A" LAND USE & TRANSPORTATION

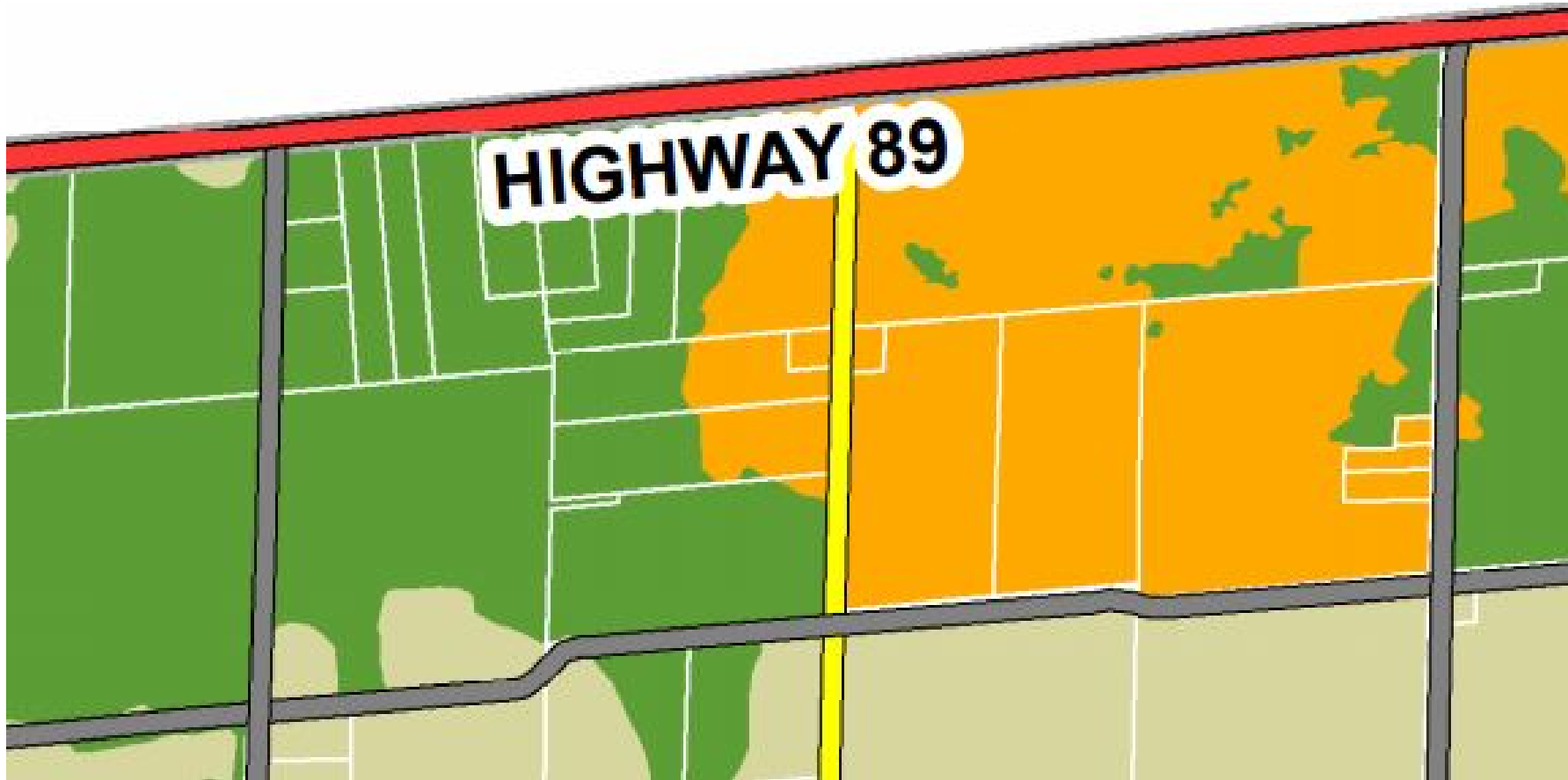


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Print Date: Nov. 5, 2023

John Walkinshaw Broker

ROYAL LEPAGE

RCR Realty, Brokerage.
Independently Owned & Operated

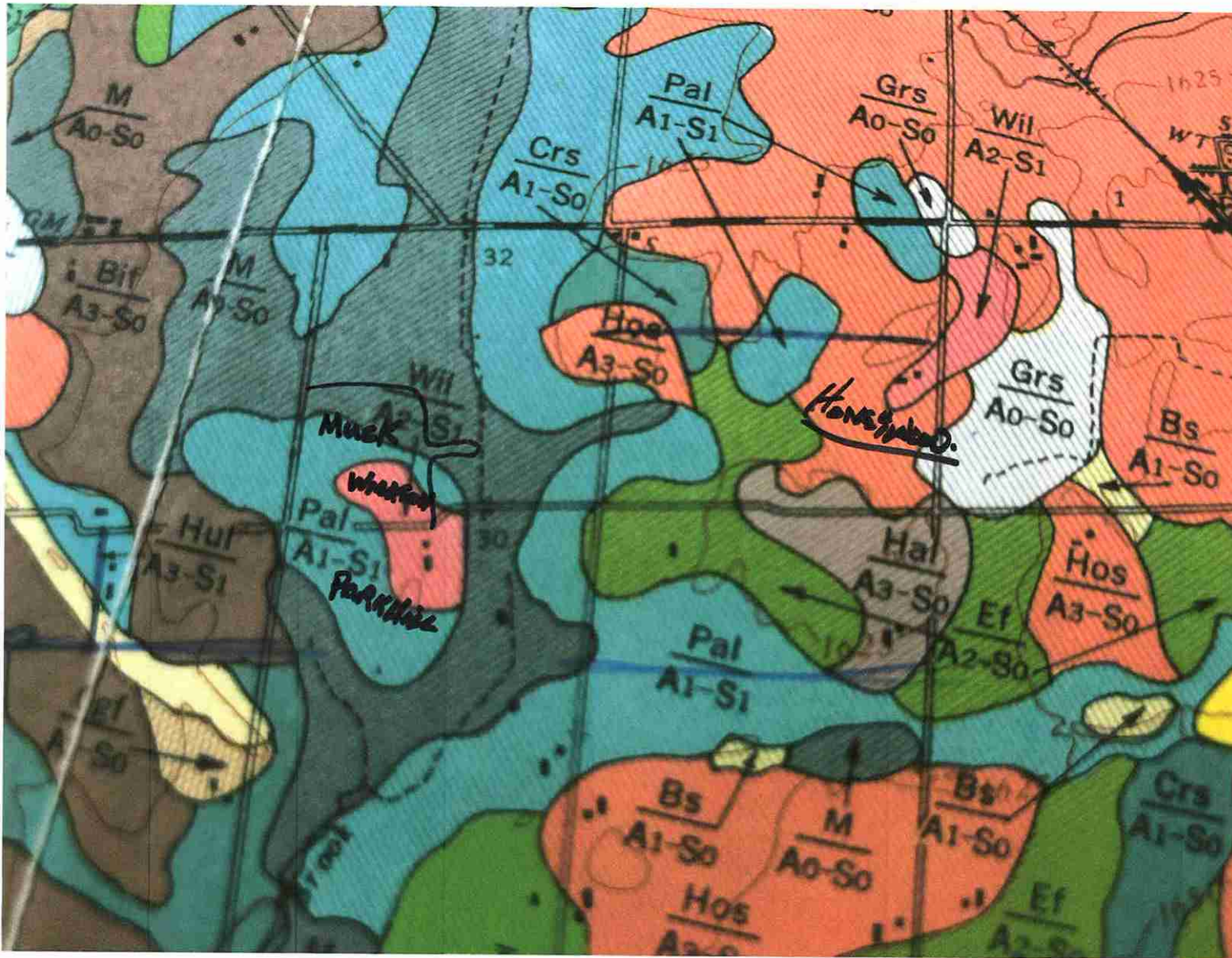


Orange = Rural
Beige = Agricultural
Green = Environmental Protection


John Walkinshaw Broker


ROYAL LEPAGE

RCR Realty, Brokerage.
Independently Owned & Operated



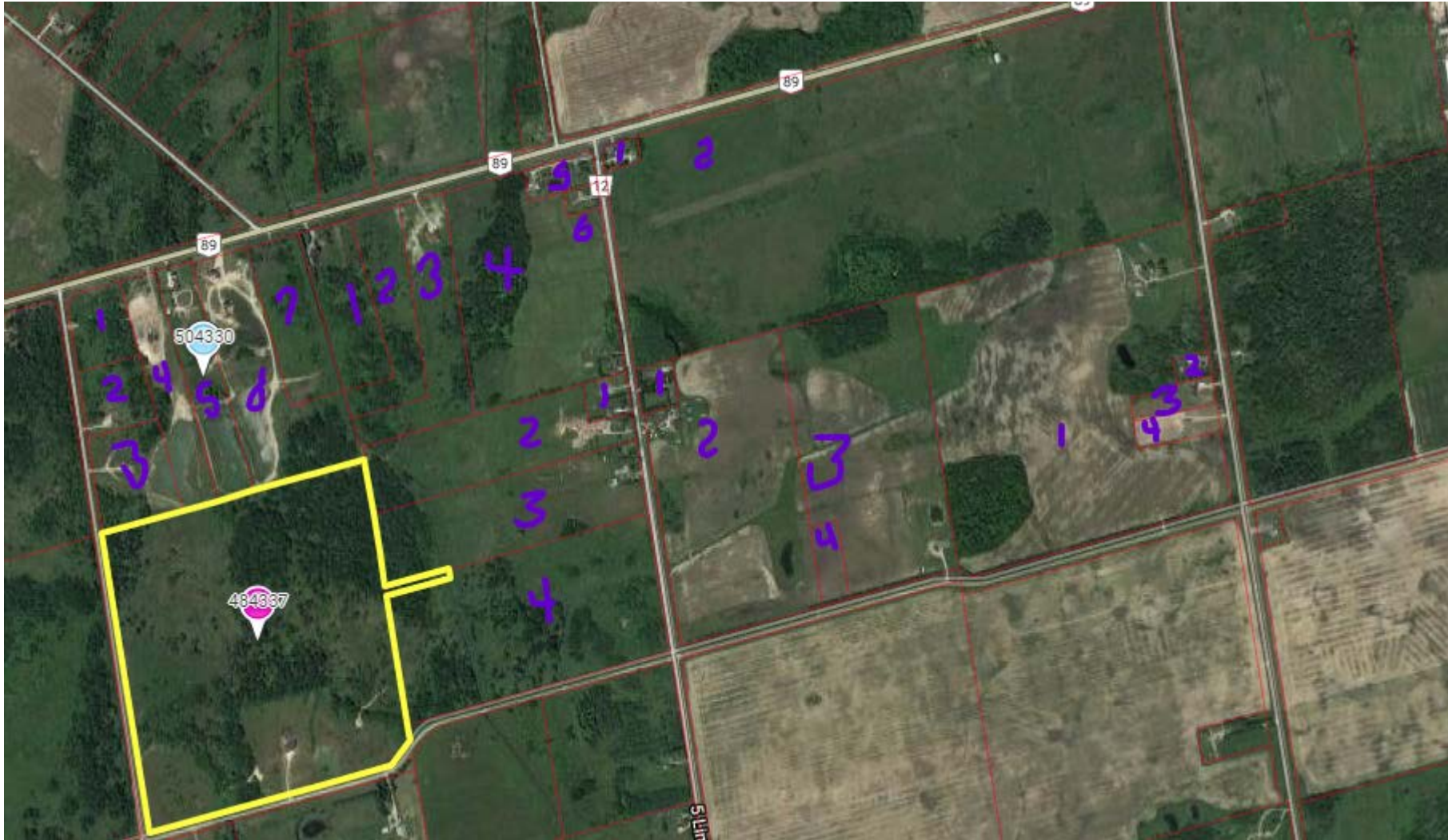


John Walkinshaw Broker



ROYAL LEPAGE

RCR Realty, Brokerage.
 Independently Owned & Operated



 Broker
John Walkinshaw

 
ROYAL LEPAGE
 

RCR Realty, Brokerage.
Independently Owned & Operated



REPORT TO COUNCIL

TO: Mayor Currie and Members of Council

FROM: Bob Black, Township Planner

DATE: September 11, 2019

OWNER(S): Antoine Ghanime and Lucie Cote-Ghanime

APPLICANT(S): Antoine Ghanime and Lucie Cote-Ghanime

SUBJECT: Consent Application B4-19
434201 4th Line, Amaranth - Concession 3, West Part Lot 14

OFFICIAL PLAN DESIGNATION: Agricultural / Environmental Protection

ZONING: Agricultural / Environmental Protection

1. PURPOSE OF APPLICATION

The purpose of this application is to create 1 new building lot of approximately 25.26 ha (62.41 ac). The retained parcel is approximately 16.64 ha (41.12 ac). According to Municipal Property Assessment (MPAC) records, the existing property is 44.52 ha (110 ac) in size.

The following chart provides further details of the proposed parcels as per the application:

<u>B1-19</u>	<u>RETAINED PARCEL</u>	<u>SEVERED PARCEL</u>
Frontage:	195 m	407 m
Depth:	736 m	640 m
Area:	18.67 ha (46.13 ac)	25.26 ha (62.41 ac)

2. ANALYSIS AND DISCUSSION

The subject property is designated Agricultural/Environmental Protection and it is zoned Agricultural/Environmental Protection. The proposed severance is within that part of the lot designated Agricultural/ Environmental Protection and zoned Agricultural/ Environmental Protection.

2.1. Provincial Policy Statement (PPS), 2014

The Provincial Policy Statement (PPS) 2014 came into effect on April 30, 2014. It provides direction on matters of provincial interest related to land use planning and development.

Section 2.3 of the PPS provides direction with respect to Agricultural matters.

Section 2.3.1 states:

“Prime agricultural areas shall be protected for long-term use for agriculture.”

Section 2.3.3.2 states:

“In prime agricultural areas, all types, sizes and intensities of agricultural uses and normal farm practices shall be promoted and protected in accordance with provincial standards.”

Section 2.3.4 of the PPS provides direction about lot creation and lot adjustments, where it is indicated that lot creation may only be permitted for agricultural uses, agriculture-related uses, and a residence surplus to a farm operation as a result of farm consolidation.

The proposal is creating a new lot having a size of 25.26 ha (62.46ac) while the retained lot will have a size of 18.67 ha (46.13 ac). In the Township of Amaranth, the minimum required lot size to be permitted for agricultural use in the Agricultural zone is 19ha/47ac. The retained lot in this case is below the minimum lot size for an agricultural lot.

The application is to create a new residential or non-farm parcel.

The proposal is not consistent with the Policies of the PPS 2014.

2.2. 2019 Growth Plan and Agricultural System

The Growth Plan for the Greater Golden Horseshoe (GGH), 2019 was approved under the Places to Grow Act, 2005 and came into effect in May of 2019. It is a policy document that builds on the PPS guiding and managing growth and development in a way that supports economic prosperity, protects the environment, and helps communities achieve a high quality of life. One of the goals is to consistently protect farmland across the GGH and support the viability of the agri-food sector.

The subject property is identified through the Growth Plan as being part of the Agricultural System. Section 4.2.6 of the Growth Plan provides policies with respect to the Agricultural System. The latter was approved and came into force on February 9, 2018. It identifies and protects a continuous, productive land base for agriculture across municipalities and provides support for the agri-food supply chain the sector depends on.

In the Agricultural Land Base Map for the Greater Golden Horseshoe, the subject property is identified as being in Prime Agricultural Area and a part of the property is in the Natural Area. Therefore, the policies of the PPS regarding prime agricultural areas and Natural Areas apply. That part in the property that is in the Prime Agricultural designation is subject to Section 2.3 of the PPS 2014. Section 2.3.1 states: Prime agricultural areas shall be protected for long-term use of agriculture. Section 2.3.4.3 states: The creation of new residential lots in prime agricultural areas shall not be permitted, except for surplus farm dwellings subject to 2.3.4.1c

The proposed severance will create an undersized agricultural lot (retained lot) while creating a large residential non-farm lot that does not comply with the PPS.

The proposal is not consistent with the Policies of the Growth Plan and the Agricultural System.

2.3. County of Dufferin Official Plan (County OP)

The County OP was approved on March 27, 2015. It is a policy document providing direction on matters of County significance and provides land use planning guidance to the local municipalities within the County of Dufferin.

The subject property is located within the Countryside Area designation as shown on Schedule B (Section 4.0) and designated Agricultural (Section 4.2) on Schedule C of the County OP.

Section 4.2.3 b) of the County OP states that new land uses including lot creation will comply with the Minimum Distance Formulae. Township Staff prepared a list of properties within 750 metres of the subject property which may contain livestock facilities. The farm data sheets were signed by the livestock operation owners and the MDS calculations prepared. Based on the information provided there was no MDS impact that would affect the proposed severance. Therefore, the proposed lot is outside the MDS impacted area (see attached MDS1 Map).

Section 4.2.5 of the County OP describes the policies regarding Agricultural Area Lot Creation and Adjustment. Lot creation in the Agricultural Area will generally be discouraged and only be permitted in accordance with PPS. and those policies of the local municipality. Section 4.2.5 g the creation of new residential lots in the prime agricultural area shall not be permitted except in accordance with surplus farm dwellings subject to 4.2.5.c)

Recommendation:

The application for consent for the creation of a new lot for residential use through

severance is not consistent with the PPS, 2014 and does not conform with the Countryside Area and Agricultural Area designation and the related policies in the Dufferin County Official Plan. While one single family dwelling is permitted on an existing lot in the Agricultural Area designation (County OP S4.2.2 c) a consent to create a new residential lot is not permitted according to the County Official Plan.

Therefore, we recommend the application not be approved.

2.4. Township of Amaranth Official Plan (Township OP)

The Official Plan is a policy document intended to guide development within the Township. The subject property is designated Agricultural and Environmental Protection in the 2004 Official Plan.

The severance policies for Agricultural designated lands in the Township Official Plan (Section 3.1.4) applicable to this application are as follows:

- a) "It is the policy of this Plan that the agricultural land base is to be preserved as much as possible in large parcels. The severed and retained parcels are to be of an appropriate size for the type of agricultural uses common in the area and sufficiently large to maintain flexibility for future changes in the type or size of the agricultural operation. In general, severances are discouraged. The basic farm unit in this category will be the original surveyed parcel of land, of approximately 40 hectares, the farm residence, barns and other buildings and structures which together support the farm operation.
- b) All farm and non-farm development will comply with the Minimum Distance Separation Formulae (MDS) established by the Province in order to minimize odour conflicts between livestock facilities and development, as amended from time to time.
- c) Existing agricultural operations should not be subdivided into smaller parcels of land where the severance would reduce the long-term flexibility and viability of the existing farm unit."

The proposed severance (25.62 ha (63.30 ac) has enough lot area to qualify as an agricultural lot however; a very large part of the property is designated Environmental Protection with the majority of it covered in trees making it questionable for farm viability. However, the retained lot as a result of the proposed severance is further under sized to meet the minimum lot size, 19 ha (47ac) in the Agricultural Area.

The objectives of the Environmental Protection Policies, Section 3.8.2 are:

- a) To protect and enhance the Environmental Protection Areas in the Township of Amaranth.

- c) To prohibit development where an Environmental Impact Assessment has indicated that the proposal would have a negative impact on the functions, features or linkages of the Environmental Protection Area.

Section 3.8.4 General Development Policies states:

- c) The Township will seek technical advice of the appropriate review agency including the appropriate Conservation Authority when dealing with development proposals in and adjacent to this designation.

The GRCA has indicated that an Environment Impact Study (EIS) should be completed for any development and site alteration proposed adjacent to a Provincially Significant Wetland (PSW). In addition, the Provincial Policy Statement (PPS 2014) suggests that where any future development or site alteration is proposed within or adjacent to a natural heritage features such as the PSW noted above, an EIS should be undertaken to determine that there will be no negative impacts on the wetland feature.

The severance to create a residential lot in an area designated as prime Agricultural Area does not comply with the Township of Amaranth Official Plan.

The proposed severance does not comply with the Official Plan.

2.5. Zoning By-law 2-2009

The subject property is zoned Agricultural and Environmental Protection

The minimum lot size requirement in the Agricultural Zone for agricultural lots is 19ha (47a). As shown on the table found in Section 1 of this report and the attached sketches, the proposed severed meets these minimum requirements, however; the retained lot is under size and will not comply with the zoning bylaw provisions.

The proposed severance will result in the retained lot being under size there by not complying with the requirements of the Zoning By-law.

2.6. Minimum Distance Separation

The PPS, the County of Dufferin Official Plan, the Township Official Plan and Zoning By-law 2-2009 require that proposed severances comply with minimum distance setbacks to livestock facilities.

There are several livestock facilities on the surrounding lands. Township staff applied the new MDS Formulae (2017) to the applicable livestock facilities within 750 metres of the subject property. The MDS calculation determined that there were no livestock facilities in the area that

would affect the severance.

Therefore, the proposal will comply with Minimum Distance Separation.

3. COMMENTS RECEIVED

The application has been circulated to internal departments, external agencies and area residents located within 60 meters from the subject lands. The following provides a description of the comments received and a response to address the comments, if necessary:

3.1. Circulated Agency Comments

- **Grand River Conservation Authority**
(Comments dated August 15, 2019):

The GRCA recommended deferral of this consent application to allow the applicant the opportunity to provide an Environmental Impact Study (EIS) to address applicable policies. Further, the GRCA recommended that if the Township considers approval of this application, that the satisfactory EIS be made a condition of the approval.

- **County of Dufferin Building and Bylaw Department**
(Comments dated August 9, 2019):

The Building Department commenced a preliminary review of the application and advised that the application for the above noted address has not revealed any issues.

The Building Department has no other comments at this time.

- **County of Dufferin Planning Department**
(See attached comments dated August 20, 2019.)

The Planning Department (WSP) advised that the creation of a new lot for residential use through severance is not consistent with the Provincial Policy Statement, 2014 and does not conform with the Countryside Area and Agricultural Area designations and the related policies in the Dufferin County Official Plan. While one single residential dwelling is permitted on an existing lot in the Agricultural Area designation (County OP, s. 4.2.2(c)), a consent to create a new residential lot is not permitted according to the County Official Plan.

Therefore, for the reasons noted above and in their comment letter the County of Dufferin Planning Department recommended that the application not be approved.

3.2. Public Meeting Comments – August 21, 2019

- **G. Luca (Resident)**

Mr. Luca expressed the need for severances as they help to bring more revenue into the Township.

- **J. Walkinshaw (Resident)**

J. Walkinshaw questioned how much of the Mr. Ghanime's land was farmable. Mr. Ghanime indicated approximately 20 acres of the 110 acres was farmable.

- **Council Comments**

Councillor Tijssen questioned why the proposed lot was not going along the eastern boundary line. Mr. Ghanime advised that the configuration of the proposed severance was done intentionally to avoid GRCA involvement.

Councillor Gerrits questioned whether an Environmental Impact Assessment is required or at Council's discretion. CAO/Clerk-Treasurer noted that if it is required in the Township's Official Plan, it will need to be done. CAO/Clerk-Treasurer further advised that this would be addressed in the Planning report.

- **Mr. Antoine Ghanime and Lucie Cote-Ghanime (Property Owners/Applicants)**

Owner/Applicant, Antoine Ghanime, advised Council that he has been in consultation with the GRCA for many years and has spent quite a bit of money on agricultural/soil testing which has shown that the soil is not productive for farming in certain areas. Mr. Ghanime further advised that the proposed lot would be used by his son to create a second greenhouse with shrubs and potted plants. The applicant proposed to expand the existing driveway to be used as a shared driveway. Mr. Ghanime further advised that severances like this one keep future farming generations in Amaranth and brings revenue to the Township. Mr. Ghanime expressed his desire that the Official Plan be revised. Mr. Ghanime further advised that there are discrepancies between the Township, County and GRCA maps.

Owner/Applicant, Lucie Cote-Ghanime indicated that the comments from GRCA were with respect to the smaller parcel, not the current application.

4. CONCLUSION AND RECOMMENDATION

In Section 3.8 Environmental Protection (EP) in the Township Official Plan has the following objectives in Section 3.8.2:

- a) To protect and enhance the Environmental Protection areas in The Township of Amaranth;
- b) To establish criteria regarding the scope, content and evaluation of Environmental Impact Assessments undertaken in support of development within and adjacent to important natural features in the Township as per Section 4.1.13 of this Plan;
- c) To prohibit development where an Environmental Impact Assessment has indicated that the proposal would have a negative impact on the functions, features or linkages of the Environmental Protection areas;
- d) To encourage the maintenance and improvement of public and privately-owned lands to provide for a sustainable natural ecosystem throughout the Township; and
- e) To protect human life and property from water related hazards such as flooding and erosion.

In Section 3.8.4 General Development Policies in the Township Official Plan states:

- a) Where land designated Environmental Protection is under private ownership, this Plan does not imply that such areas are free and open to the general public or will be purchased by any municipality or other public agency.
- b) Prior to considering any application to develop lands within the Environmental Protection designation, Council shall be satisfied that there are no alternate sites available in the municipality which could reasonably be development for the same purpose with less environmental impact.
- c) The Township will seek technical advice of the appropriate review agencies, including the appropriate Conservation Authorities when dealing with development proposals in and adjacent to this designation.
- h) A setback for development will be established for Environmental Protection and areas of physical and environmental hazard such as any areas susceptible to flooding and valley slopes, by the implementing authority wherever it may be determined that such setback is necessary to protect the ecological, educational or interpretive value of such areas. In addition, a greater setback from the top of bank adjacent to the Grand River will be established to maintain the natural landscape of the valley.

- i) Natural wetlands that are locally significant or have yet to be evaluated shall be protected from development. Development adjacent to natural wetlands shall only be permitted if it can be demonstrated that it will not result in any negative impact on the wetland.
- j) Notwithstanding the foregoing, nothing in this Plan is intended to limit the ability of existing agricultural uses to continue on lands designated Environmental Protection.
- k) All development within the Environmental Protection areas shall be subject to Site Plan Control.

Further to item c) above, in Section 4.0 Development Criteria states:

The following policies apply to all of the lands within the Township of Amaranth. All applications for development and land division will be subject to these policies. These policies deal with development in a variety of situations, and, therefore, not all of the policies apply to every development. This section contains two sub-sections, Environmental Management and Growth Management.

Section 4.1.13 Environmental Impact Assessment states:

- a) An Environmental Impact Assessment shall be required for any development and site alteration proposed adjacent to provincially significant wetlands and the habitat of threatened and endangered species and within and adjacent to all other Natural Heritage Features as shown in Schedule "B."

Adjacent lands are defined as 120 metres for provincially significant wetlands, 50 metres for the habitat of threatened and endangered species, 50 metres for significant forest, 50 metres for significant wildlife habitat, 50 metres for significant valleylands, 30 metres for fish habitat and 50 metres for provincially significant Areas of Natural and Scientific Interest. An Environmental Impact Assessment undertaken in accordance with the policies shall include a description and analysis.

The subject property is within 120 metres of a Provincially Significant Wetland and that is why the GRCA in their comments recommended that the application be deferred to allow the applicant the opportunity to provide an Environmental Impact Study (EIS) to address these policies.

The Township's Official Plan does limit development in areas designated Environmental Protection including applications to land division and those policies are outlined above.

Turning to the severance application and the policy framework that it must comply with, it is concluded that:

The severance to create a residential lot in an area designated as prime Agricultural Area does not comply with the Provincial Policy Statement 2014, the Growth Plan 2019 for the Greater Golden Horseshoe, the County Official Plan nor the Township of Amaranth Official Plan.

Since the applications do not comply with the applicable planning policy framework, it is recommended that the application (B4-19) be refused.

Respectfully Submitted,

RBA Planning Consultants Ltd.
Bob Black BES
Township Planner

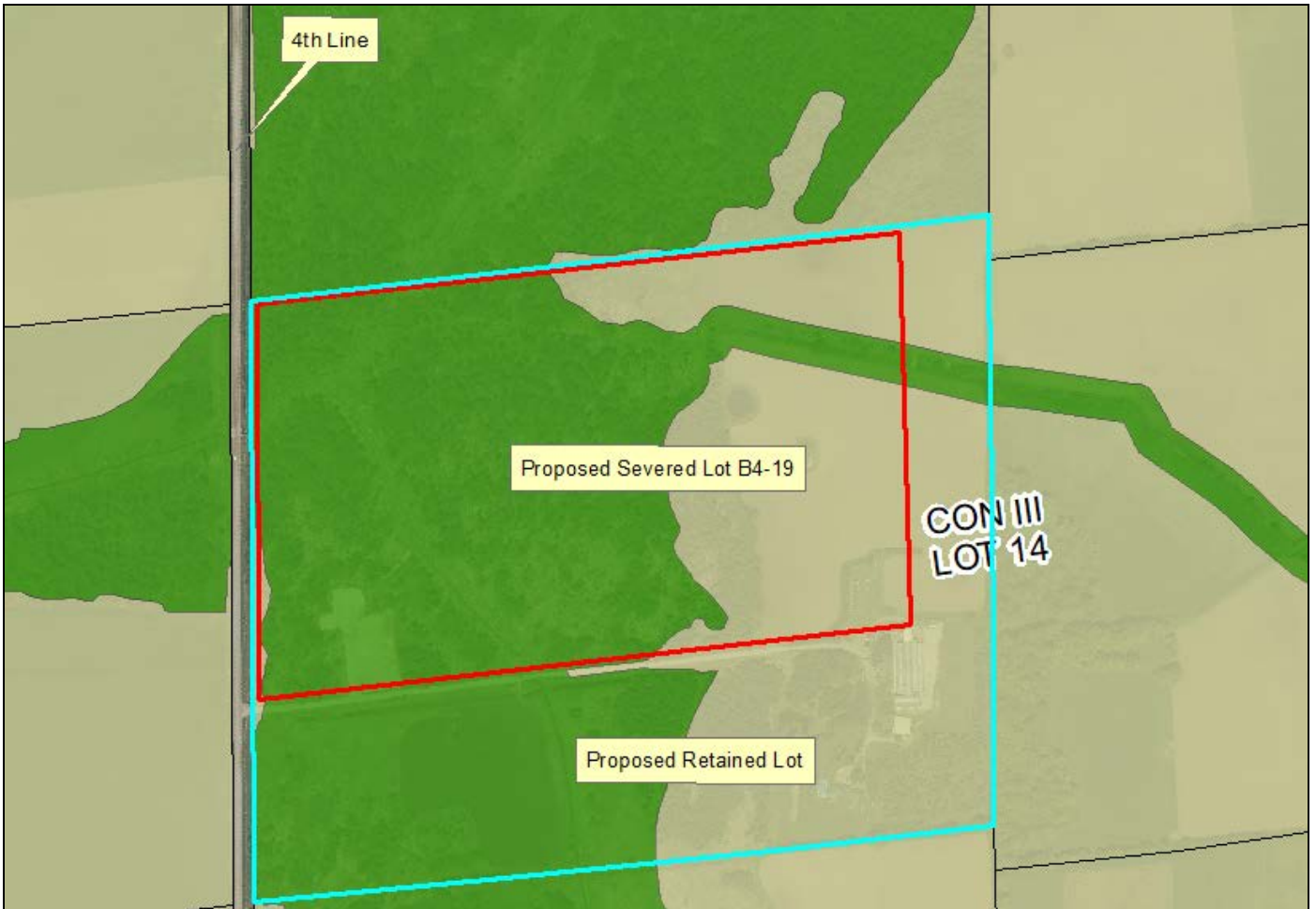
**SKETCHES PROVIDED BY APPLICANT:
(B4-19)**



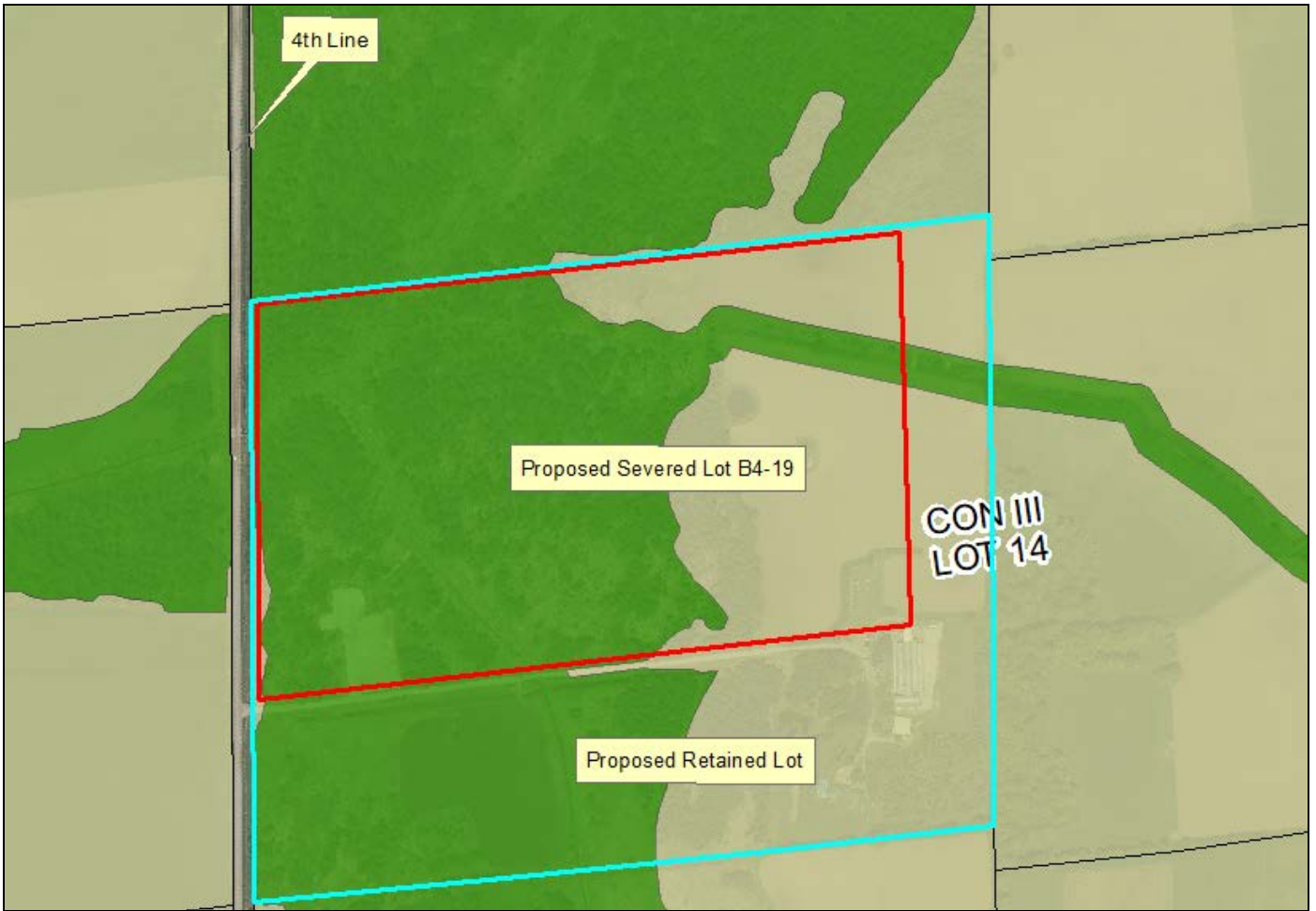
**SKETCHES PROVIDED BY APPLICANT:
(B4-19)**



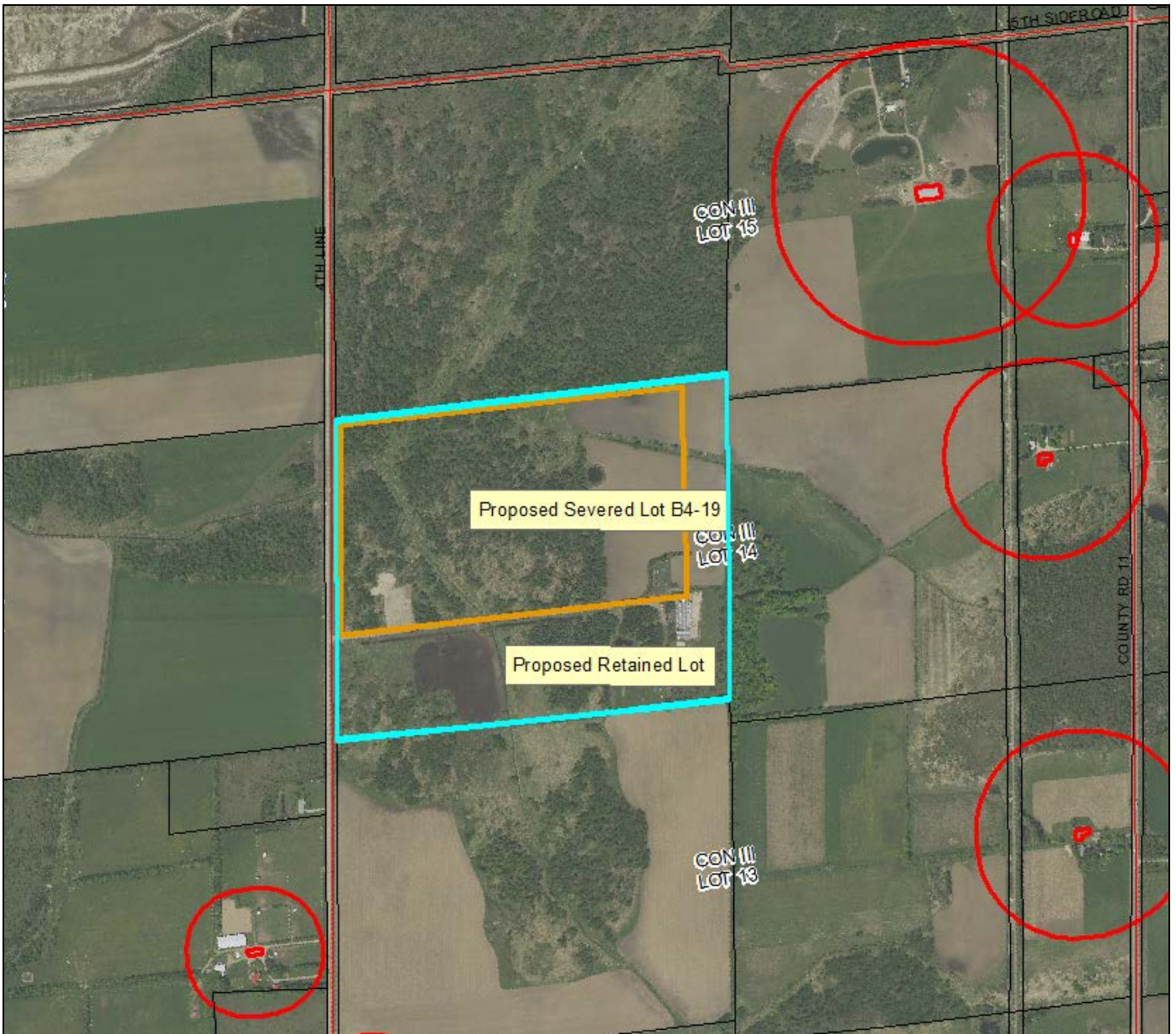
**OFFICIAL PLAN DESIGNATION:
AGRICULTURAL/ ENVIRONMENTAL PROTECTION**



**ZONING BY-LAW DESIGNATION:
AGRICULTURAL/ ENVIRONMENTAL PROTECTION**



MINIMUM DISTANCE SEPARATION (MDS):





MEMO

TO: Jenny Li, Planning Coordinator, County of Dufferin

FROM: Gregory Bender, Manager, Municipal Planning, WSP

Matt Alexander, Senior Planner, WSP

Abbas N. Ali, Planner, WSP

SUBJECT: Application for Consent to Sever (File #: B4/19) – 434201 4th Line,
Amaranth, ON

DATE: August 20, 2019

Recommendation

The application for Consent for the creation of a new lot for residential use through severance is not consistent with the Provincial Policy Statement, 2014 and does not conform with the Countryside Area and Agricultural Area designations and the related policies in the Dufferin County Official Plan. While one single residential dwelling is permitted on an existing lot in the Agricultural Area designation (County OP, s. 4.2.2(c)), a consent to create a new residential lot is not permitted according to the County Official Plan. Therefore, we recommend the application not be approved.

Summary

The purpose of the application is to sever the subject property for the purpose of residential use.

The severed parcel of land would have:

- a frontage of approximately 407 metres;
- a depth of approximately 640 metres; and
- an area of approximately 259.566 sq. metres.

The retained parcel of land would have:

- a frontage of approximately 195 metres;
- a depth of approximately 736 metres; and
- an area of approximately 186.650 sq. metres.

The documents received by WSP on August 7th, 2019 include:

- Notice of a Complete Application & Notice of Public Meeting – File No. B4/19; and
- Application for Consent – File No. B4/19;

The circulation documents were reviewed against the Province of Ontario's Agricultural Area and Natural Heritage mapping, the Provincial Policy Statement, 2014 and the Dufferin County Official Plan.

Provincial Policy Statement, 2014 (PPS) and Province of Ontario's Agricultural Area and Natural Heritage Mapping

As a result of Growth Plan 2019, the Province's Agricultural Area and Natural Heritage mapping must be studied and implemented into the County's Official Plan before it can be applied at a local level. However, as it relates to land use designations, the mapping should continue to be used as a guide to determine if the subject property is identified as agriculturally sensitive or with identified Natural Heritage features, should the County or local Official Plans not reflect current mapping.

Under Ontario's Agricultural Area mapping, part of the subject property is located within Prime Agricultural Lands. Per Section 2.3 of the PPS, Prime Agricultural Areas shall be protected for the long-term use of agriculture. Permitted uses and activities in these areas are restricted to agricultural uses, agriculture-related uses and on-farm diversified uses. Lot creation in Prime Agricultural Areas is discouraged per Policy 2.3.4.1 and is only permitted in certain cases.

Policy 2.3.4.1(a) directs that lots created for agricultural uses must be a size appropriate for the type of agricultural uses common in the area and must be sufficiently large to maintain flexibility for future changes in the type or size of agricultural operations.

Per Policy 2.3.4.3, the creation of new residential lots in Prime Agricultural Areas shall not be permitted, except in accordance with policy 2.3.4.1(c) which relates to an existing residence surplus to a farming operation and is not applicable in this case.

For these reasons, the creation of a new lot from the subject property, for residential use, would not be consistent with the Provincial Policy Statement, 2014.

Under Ontario's Natural Heritage Area mapping, the subject property contains some woodlands, unevaluated wetlands and provincially significant wetlands.

Dufferin County Official Plan (2017)

The subject property is designated as Countryside Area as shown under Schedule B (Community Structure and Land Use) of the County Official Plan. Part of the subject property is further designated as Agricultural Area under Schedule C (Agricultural Area and Rural Lands). The Agricultural Area designation consists primarily of prime agricultural lands, which are in accordance with Provincial policies. The County Official Plan requires that lands within these areas will be protected for agricultural uses, agriculture-related uses, and on-farm diversified uses, unless appropriate justification is provided for alternative uses.

Per section 4.2.5 (Agricultural Area Lot Creation and Adjustment), lot creation in the Agricultural Area will generally be discouraged and only permitted in accordance with provincial policy and the policies of the local municipal official plan. The minimum lot area of both the retained and severed lots will be established in the local municipal official plans in accordance with the lot creation policies for the uses set out below. Lot line adjustments will be interpreted to prohibit the creation of new residential or non-farm parcels.

Per section 4.2.5(g), the creation of new residential lots in the prime agricultural area shall not be permitted except in accordance with policy 4.2.5(c), which states that where a previous or current farm acquisition has rendered a residence surplus to a farming operation, a consent may be permitted subject to the following conditions:

- i. the retained farm parcel will be zoned so as to prohibit the construction of any additional dwellings;
- ii. the new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services; and
- iii. the surplus dwelling parcel will be subject to Minimum Distance Separation I setback provisions, and be zoned to recognize the non-farm residential use, as required.

Based on the application form circulated, the proposed severance is not intended to accommodate an existing residence surplus to a farming operation and as such, the creation of a new lot intended to be used for residential purposes in the Prime Agricultural Area does not conform to the County Official Plan and is not permitted.

The subject property is not located on a County road and as such the Township should provide any comments regarding access.

Recommendation

The application for Consent for the creation of a new lot for residential use through severance is not consistent with the Provincial Policy Statement, 2014 and does not conform with the Countryside Area and Agricultural Area designations and the related policies in the Dufferin County Official Plan. While one single residential dwelling is permitted on an existing lot in the Agricultural Area designation (County OP, s. 4.2.2(c)), a consent to create a new residential lot is not permitted according to the County Official Plan. Therefore, we recommend the application not be approved.

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

BY-LAW NUMBER ____-2019

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A SITE PLAN AGREEMENT BETWEEN 2614870 ONTARIO INC. AND THE CORPORATION OF THE TOWNSHIP OF AMARANTH

WHEREAS the subject lands, being Plan 131 Lot 7 (13 Shannon Court) in the Township of Amaranth, are subject to site plan control; and

WHEREAS 2614870 Ontario Inc. has applied to the Township for site plan approval, pursuant to the provisions of the Planning Act; and

WHEREAS the Township pursuant to section 41(10) of the Planning Act, R.S.O. 1990, c. P. 13, as amended, may register this Agreement on title to the land and is entitled to enforce the provisions of this Agreement against the Owner and any and all subsequent owners of the Subject Lands;

AND WHEREAS Township Council requires the execution and registration on title of a site plan agreement as a condition of site plan approval;

NOW THEREFORE the Council of the Corporation of the Township of Amaranth hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute a Site Plan Agreement in the same or substantially the same form as attached hereto as Schedule "A", to the satisfaction of Township Staff, Township Engineers and the Township Solicitor.
2. That this by-law comes into effect upon the passing thereof.

BY-LAW READ A FIRST AND SECOND TIME THIS **11th** DAY OF **SEPTEMBER 2019**.

BY-LAW READ A THIRD TIME AND PASSED THIS **11th** DAY OF **SEPTEMBER 2019**.

Head of Council

Clerk

SITE PLAN AGREEMENT

THIS AGREEMENT made this day of September, 2019.

BETWEEN:

2614870 ONTARIO INC. (SWISS-AERO INC.)

("Owner")

Party of the FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

("Township")

Party of the SECOND PART

WHEREAS the Owner warrants that it is the owner in fee simple of the lands described in **SCHEDULE "A"** attached hereto ("**Subject Lands**");

AND WHEREAS the Owner desires to develop the Subject Lands by constructing a 5 unit industrial facility ("**Facility**") in accordance with the plans described in **SCHEDULE "B"** attached hereto;

AND WHEREAS the Subject Lands are within an area designated as an area of site plan control pursuant to the Site Plan Control By-law of the Township passed pursuant to Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended;

AND WHEREAS the Township requires the Owner to enter into this Agreement as a condition of approval of the plans and drawings for the Owner's proposed Facility on the Subject Lands;

AND WHEREAS the Township pursuant to section 41(10) of the Planning Act, R.S.O. 1990, c. P. 13, as amended, may register this Agreement on title to the land and is entitled to enforce the provisions of this Agreement against the Owner and any and all subsequent owners of the Subject Lands;

NOW THEREFORE in consideration of mutual covenants, agreements and promises herein contained and other good and valuable consideration and the mutual agreements contained herein, the parties hereto covenant and agree as follows:

DEFINITIONS

1. (a) "Building Permit" means a Building Permit issued pursuant to the *Building Code Act*, S.O. 1992, c. 23.
- (b) "Chief Building Official" shall mean the Chief Building Official of the County of Dufferin and includes his or her designate or other duly appointed official, and/or any other Chief Building Official duly appointed by the County pursuant to the *Building Code Act*, S.O. 1992, c. 23.
- (c) "County" shall mean the Corporation of the County of Dufferin and/or its authorized employee(s) or representative(s), including any persons retained to give advice for the implementation and enforcement of this Agreement.

- (d) “Development” shall mean the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof and shall include the construction and installation of all facilities, services, utilities, works and other matters incidental thereto, including building excavation but shall not include preliminary site grading including stripping and storage of topsoil. “Developed” shall have a corresponding meaning.
- (e) “Entrance Permit” shall mean a permit, issued by the Township, indicating all specifications for the approved entrance, including the Township's Entrance Permit By-law, detailed entrance diagrams, and requirements.
- (f) “Facility” shall mean the 5 unit industrial facility, including all appurtenances thereto, to be constructed on the Subject Lands, as shown on **SCHEDULE “B”**.
- (g) “Owner” shall mean Swiss-Aero Inc. as well as any and all subsequent owners of the Subject Lands or any part thereof.
- (h) “Subject Lands” shall mean and include all lands upon which the Facility is developed pursuant to this agreement and as described in **SCHEDULE “A”** attached hereto.
- (i) “Township” shall mean the Corporation of the Township of Amaranth, and/or its authorized employee(s) or representative(s), including any persons retained to give advice for the implementation and enforcement of this Agreement.
- (j) “Works” shall mean and include all works and services and all appurtenances thereto to be provided to and on the Subject Lands as required by the terms of this Agreement as set out in **SCHEDULE “B”** hereto, and the component parts of the above systems.

SCHEDULES

2. The following are the Schedules attached hereto and incorporated in this Agreement and deemed to be a part hereof:

SCHEDULE “A”	Legal Description of Subject Lands
SCHEDULE “B”	Site Plan Drawings
SCHEDULE “C”	Form of Letter of Credit
SCHEDULE “D”	Regulations for Construction
SCHEDULE “E”	Insurance Requirements

The original drawings for **SCHEDULE “B”** are filed with the Clerk of the Township.

EXECUTION, REGISTRATION AND CERTIFICATION

3. (a) The Owner shall, at the time of execution of this Agreement by the Owner, provide the Township with an opinion letter, directed to the Township and signed by an Ontario Solicitor in good standing, certifying that the Owner is the sole owner of the Subject Lands and certifying whether there are any mortgages or encumbrances affecting the Subject Lands.
- (b) The Owner hereby consents to the registration at the Owner's expense of this Agreement against the title to the Subject Lands, and agrees to provide to the Township, prior to execution of this Agreement by the Township, a legal description of the Subject Lands in registrable form.

- (c) The Owner hereby agrees to provide to the Township, prior to the execution of this Agreement by the Township, a Postponement Agreement(s) whereby any mortgagee or encumbrancer, to the full extent of its interest in the Subject Lands, consents to the registration of this Agreement against title to the Subject Lands, and to the registration of the Postponement Agreement(s) against title to the Subject Lands, and for itself, its successors and assigns subordinates and postpones all of its right, title and interest in the Subject Lands to the terms, provisions, obligations, conditions and agreements contained in this Agreement.
 - (d) The Owner covenants and agrees to pay the following charges, levies, taxes and fees and to provide the following documentation prior to the Township executing this Agreement:
 - (i) payment of all outstanding municipal taxes, if any;
 - (ii) payment of all legal and engineering fees as invoiced by the Township to date and subject to paragraphs 24 and 25 of this Agreement;
 - (iii) provision of the Performance Guarantee which quantum is set out as **\$25,000.00** in accordance with the terms of paragraph 16(a) of this Agreement, and **SCHEDULE "C"**;
 - (iv) provision of the insurance details as set out in paragraph 20 and **SCHEDULE "E"**.
 - (e) Subsequent to execution of this Agreement, the Owner shall within thirty days of said execution, register this Agreement against title to the Subject Lands, together with registration of postponement agreements (if any), and shall deliver to the Township Solicitor a Certificate of Title signed by an Ontario Solicitor in good standing certifying that the Site Plan Agreement and the postponement agreements, (if any) have been registered on title to the Subject Lands, and that the Site Plan Agreement stands in first priority on title, and including copies of the registration documentation together with current printouts of the property abstract for the Subject Lands. Said Certificate of Title shall be to the satisfaction of the Township Solicitor.
4. (a) The Owner covenants that it shall not commence any Development and/or Works whatsoever, until:
- (i) this Agreement and any Postponement Agreement(s) as set out in paragraph 3(c) have been executed;
 - (ii) the necessary permits and authorizations, including the Building Permit and any other applicable licenses and permits have been obtained by the Owner from the appropriate authorities having jurisdiction;
 - (iii) the Performance Guarantee as set out in paragraph 16 has been lodged with the Township; and
 - (iv) **SCHEDULE "B"** has been approved by the Township.
- (b) In the event that it comes to the attention of the Township that the Owner has failed to comply with any of the requirements of paragraphs 3 and 4(a) of this Agreement, the Township shall provide notification to the Owner in writing of the failure. If the Owner fails to remedy the failure complained of within seven (7) clear days after the receipt of such notice, the Township at its sole option, acting reasonably may suspend or terminate this Agreement and forthwith revoke all approvals, permits, and authorizations previously granted by the Township to the Owner. The Township may, at

the expense of the Owner, register notice on title of Subject Lands of the termination and/or suspension of this Agreement.

DESIGN AND FIELD REVIEW

5. (a) The Facility and all Works shall be constructed and installed strictly in accordance with the terms of this Agreement, the Schedules hereto and all applicable permits and authorizations.
- (b) The Owner covenants to retain the following professionals to design and provide field review of the construction and installation of the Facility and the Works and to provide the Certificate(s) as set out in the following sentences in this section. The design and field review of the construction and installation of the Facility and the Works, save and except landscaping, on the Subject Lands shall be provided by a Professional Engineer(s) and/or Architect (s) licensed in the Province of Ontario and such other professional as is required and retained by the Owner. The said Engineer(s) and or Architect(s) shall file with the Township, prior to the commencement of construction, a written undertaking with respect to said Facility and Works, which shall include a requirement to provide upon completion of the Facility and the Works, Certificate(s) that the execution of the Facility and the Works has been in accordance with the plans and specifications as set out in **SCHEDULE "B"** and the terms of this Agreement. All required Certificate(s) shall include the stamp of the professional(s) providing such Certificate(s).

SITE PLAN DEVELOPMENT

6. The Township hereby approves **SCHEDULE "B"** as to onsite matters. The Owner covenants and agrees that the Subject Lands shall only be developed in accordance with **SCHEDULE "B"** and terms of this Agreement and other plans filed with and approved by the Township as part of their approval processes of the Facility and the Works and that the Facility and the Works shall be used in compliance with the Township's applicable Zoning By-law, as amended and/or varied, and all other by-laws of the Township. The Owner covenants that no buildings, structures, other facilities, works or services or other matters shall be performed or constructed on the Subject Lands except as provided for in this Agreement without the prior written consent of the Township.

The Owner specifically acknowledges that the approval by the Township of **SCHEDULE "B"**, and the execution of the Agreement by the Township, is based on the usage of the Subject Lands for industrial purposes in accordance with the Township's applicable Zoning By-law.

7. **SCHEDULE "B"** once approved by Township Council, may be modified without amendment to this Agreement, provided that such modifications are minor and expressly agreed to by the Council of the Township in writing. Should the Township refuse to agree to the modifications, the Township shall provide to the Owner written reasons for its refusal. The Township's decision with respect to such modifications and/or refusal shall be final. The foregoing paragraph does not preclude the Owner from making application to amend this Agreement pursuant to the provisions of the *Planning Act*.
8. The Owner shall not commence construction until the Owner or the Owner's Engineer has provided 48 hours prior written notice to the Township of its intention to commence such construction.

FACILITY AND WORKS TO BE PROVIDED

9. (a) The Owner covenants and agrees to provide and maintain, at its sole expense, each and every facility, service, work or other matter illustrated or described on the approved **SCHEDULES** hereto or otherwise required by the terms of this Agreement, all to the satisfaction of the Township. Without limiting the generality of the foregoing, the Owner covenants and agrees with the Township to:
- (i) obtain all required approvals for the Facility from the County Department of Public Works, County Building and the By-law Department and the Orangeville Fire Department. In the event that any of the foregoing regulatory authorities determines that the Development of the Facility does not require approvals within its jurisdiction, the Owner shall provide the Township with written confirmation from the relevant regulatory authority to that effect;
 - (ii) construct, maintain and operate the Facility in accordance with all regulatory approvals which may be required and all conditions thereof;
 - (iii) construct, maintain and operate the Facility to the satisfaction of the Township, County, the Fire Chief of the Orangeville Fire Department and any other regulatory authority having jurisdiction;
 - (iv) construct, maintain, and be solely responsible for the care, maintenance, and operation of the drainage works and facilities on the Subject Lands. Such drainage works and facilities shall be constructed, installed, maintained and operated in accordance with the approved **SCHEDULE "B"** hereto and any such drainage works and facilities shall be constructed, designed, maintained and operated to the satisfaction of the Township and the County;
 - (v) clearly mark all parking spaces with white markings and signs, including the designation and signage of parking spaces reserved for barrier free parking in the locations illustrated on the approved **SCHEDULE "B"** and in accordance with the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11, as amended; and to properly maintain the markings and signs, at the Owner's expense. All markings and signage of the parking shall be erected prior to the occupancy of the Facility. Such markings and signage shall be to the satisfaction of the Township Engineer;
 - (vi) provide accessibility to the site in accordance with the *Accessibility for Ontarians with Disabilities Act* ("AODA");
 - (vii) be solely responsible for the removal of snow and ice from the off-street vehicular access routes, walkways, fire routes, parking surfaces and driveways on the Subject Lands and to be responsible for the winter maintenance of the above as is reasonably required. It is agreed that no snow will be transferred onto the Township's or County's municipal road allowances, and that snow storage shall be in the areas as shown in **SCHEDULE "B"** hereto and in accordance with the approved Risk Management Plan;
 - (viii) store all refuse and waste material in the location indicated for that purpose in the approved **SCHEDULE "B"** hereto and in no other location without the express or written consent of the Township. There shall be no outdoor storage of refuse or waste materials or receptacles. Waste material shall be removed from the Subject Lands by a private contractor at the Owner's expense;
 - (ix) provide fencing on the Subject Lands in accordance with the approved **SCHEDULE "B"** hereto to the satisfaction of the

Township. For clarity, this shall include the repair of any existing fence posts and/or fencing, as may be required;

- (x) provide screening of all rooftop mechanical equipment at the Facility to the satisfaction of the Township;
- (xi) grade the Subject Lands in accordance with the approved **SCHEDULE "B"** hereto. The Owner acknowledges and agrees that no importation of fill and/or granular material onto the Subject Lands shall be permitted beyond the minimum amount (if any) required for compliance with the approved plans. The Owner agrees that all fill and/or granular material imported onto the Subject Lands shall be clean and free of contaminants, to the satisfaction of the Township. The Owner acknowledges and agrees that the Township may, in its sole discretion, carry out such inspections or ask for such certification as it may require to ensure compliance with this requirement;
- (xii) grade, alter in elevation and/or contour the Subject Lands in accordance with the approved **SCHEDULE "B"** hereto (or as required by the Township Engineer), and to ensure that all storm and surface water from the Subject Lands and from the Facility thereon shall be properly managed, including meeting the requirements of the Township;
- (xiii) ensure that existing drainage patterns on adjacent properties shall not be altered and stormwater runoff shall not be directed to drain onto adjacent properties;
- (xiv) provide ingress and egress to the Subject Lands at and only at the points and in the manner illustrated on the approved **SCHEDULE "B"** hereto and to clearly mark with signage the ingress and egress to the satisfaction of the Township Engineer;
- (xv) implement the recommendations contained in the Source Water Protection Risk Management Plan dated August 2019; , as shown on the approved **SCHEDULE "B"**;
- (xvi) construct and maintain site servicing as shown on the approved **SCHEDULE "B"**;
- (xvii) properly maintain at its own expense, at all times, the parking areas, loading spaces and zones, driveways, fire routes, exits and entrances on the Subject Lands as indicated on the approved **SCHEDULE "B"** and in no other location;
- (xviii) ensure that the location, quantity, timing and intensity of exterior lighting is in compliance with the approved **SCHEDULE "B"** and shall not impact any other property, Township right-of-way, or the adjacent County owned former rail corridor. The aforesaid lighting is to be operated only during business hours, save and except that those exterior lights required for security purposes may be operated outside of business hours on the Subject Lands;
- (xix) maintain any landscaping, trees, plantings, berming, swales, ditches and/or buffering shown on or described in the approved **SCHEDULE "B"** hereto, which provision and maintenance shall include replacing any diseased landscaping, trees and/or plantings as soon as is practicable in accordance with good horticultural practices;

- (xx) provide and maintain the driveway and Fire Route as shown on the approved **SCHEDULE "B"** hereto and the Owner shall (at the sole expense of the Owner) design, build, construct, install and maintain signs prohibiting parking at all times along the full length of the Fire Route. The Fire Route shall be constructed in a manner satisfactory to the Township and without limiting the generality of the foregoing shall be sufficient to support the weight of fire fighting equipment. The requirements of this subparagraph shall be completed to the satisfaction of the Township prior to occupancy of the new Facility on the Subject Lands. Notwithstanding the foregoing, the Owner shall provide, at its sole expense, a stable, unimpeded access route to and within the Subject Lands sufficient for all emergency vehicles during the construction of the new Facility;
 - (xxi) outdoor storage shall be in compliance with the provisions of the Township's applicable Zoning By-law;
 - (xxii) obtain an entrance permit from the Township for the proposed entrance as shown on the approved **SCHEDULE "B"** hereto. All required work within the Township road allowance shall be provided at the Owner's own cost and to the satisfaction of the Township;
 - (xxiii) obtain a Road Occupancy Permit from the Township prior to performing any work or activities within the road allowance, including, but not limited to traffic control measures, construction, disturbances, and alterations or improvements within the road allowance;
 - (xxiv) provide such further and other facilities, services or other matters required by the Township subsequent to an agreed modification pursuant to paragraph 7 of this Agreement.
- (b) The facilities, works and other matters shown or described on the approved **SCHEDULES "B"** hereto and/or described in the text of this Agreement shall be provided and maintained by the Owner at its sole expense to the satisfaction of the Township. In case of default thereof, or in the case of default under any other provision of this Agreement, the Township may, at its sole discretion, perform any work necessary to be done and shall charge the cost of performing said work to the Owner who shall promptly pay any invoice rendered by the Township. The cost of performing said work, or remedying any default, shall form a lien against the Subject Lands and may be collected in the same manner as unpaid municipal taxes. In addition to all other remedies, should such cost not be paid in a timely manner, the Township may draw on the Performance Guarantee.

CONDITIONS OF USE

10. (a) The Owner agrees that any change of use of the Subject Lands shall require further site plan approval, including but not limited to the following items, all of which shall be to the satisfaction of the Township:
- (i) Written notice to the Township;
 - (ii) Confirmation from a professional engineer that the existing servicing of the Subject Lands is adequate to service the proposed change in use; and
 - (iii) any updated reports and/or studies as may be deemed necessary by the Township.
- (b) The Township reserves the right to waive the requirement for any or all of the items enumerated in subparagraph (a), above.

11. The Owner covenants and agrees that it shall be responsible for any costs associated with obtaining further site plan approval as described in Paragraph 10 of this Agreement.
12. Should the Facility adversely impact any private wells within 500 metres of the Subject Lands, the Owner agrees that it shall remedy the issue, including, but not limited to, fixing the existing well or re-drilling a new well, as the circumstances may dictate. The Owner further agrees to provide all adversely affected persons with potable water on an interim basis within twelve (12) hours of being notified of such interruption continuously until the issue is resolved.

UTILITIES

13. (a) The Owner shall, prior to the occupancy of the Facility, execute and deliver to the Township and/or applicable authority the grants of easements, for utilities and/or drainage, which grants are set out in **SCHEDULE "D"** free and clear of all mortgages, liens, charges and encumbrances, and if, subsequent to the execution of this Agreement, further easements are required for utilities, the Owner agrees to grant such easements forthwith upon demand at no expense to the Township and/or to the applicable authority.
- (b) The Owner covenants and agrees that in the event of relocation of any utilities, including but not limited to hydro, gas, cable and telephone, as a result of the Development of the Subject Lands, such relocation shall be completed at the Owner's expense. Further, the Owner covenants and agrees to pay any and all charges from such approvals and/or connections, including, without limitation, ongoing charges levied by the applicable authorities for the provision of same.
- (c) All deeds, grants of easements and other conveyances required herein shall be prepared, executed and registered at the Owner's expense. The form and substance of all deeds, grants of easements and other document granting property interests to the Township shall be subject to the approval of the Township's Solicitor and shall be in registrable form.

WORKS

14. (a) The Facility and all Works required to be constructed by the terms of this Agreement shall be in accordance with the requirements of the Township and all applicable legislation.
- (b) It is specifically acknowledged and agreed that the Facility is to be serviced as shown in the approved **SCHEDULE "B"**. The Owner agrees to comply with all requirements of the *Safe Drinking Water Act*, S.O. 2002, c. 32, and the regulations thereunder, and all other applicable legislation.
- (c) It is agreed that the Facility is to be serviced by means of a septic system with sufficient capacity to support a sewage flow rate of 9,900 L/day, as shown in the approved **SCHEDULE "B"**. The Owner shall ensure that such septic system is installed, operated and maintained at the Owner's expense and in accordance with all applicable law, permits, approvals and regulations. The Owner covenants and agrees to provide an alternative remedial solution to the satisfaction of the Township Engineer to facilitate the operation of this subparagraph in the event that the proposed system fails.
- (d) The Owner covenants and agrees to complete, at its own expense, the Works to the satisfaction of the Township prior to the occupancy or use of the Facility on the Subject Lands.

RESPONSIBILITY FOR PERMITS AND AUTHORIZATIONS

15. (a) The Owner hereby acknowledges that it is solely responsible for obtaining all permits and authorizations that may be necessary and/or advisable relating to the Facility and the Works proposed on the Subject Lands from all authorities having jurisdiction, and to obtain such permits and authorizations as may be required in order to fulfill the terms and obligations of this Agreement;
- (b) The Owner shall ensure that there will be compliance with the insurance provisions of the *Workplace Safety and Insurance Act, 1997* in carrying out all Development and construction activities.

PERFORMANCE GUARANTEE

16. (a) The Owner shall prior to the execution of this Agreement by the Township, lodge with the Township a Performance Guarantee, consisting of irrevocable bank letter(s) of credit, cash, or certified cheque in the amount of **\$25,000.00**;
- (b) The Owner covenants and agrees that the letter(s) of credit shall provide that the letter(s) of credit shall be automatically renewed or extended without the need for written notice from the Township requesting such extension. The Performance Guarantee shall be issued by a bank (or other equivalent financial institution) in the form of an irrevocable letter of credit(s) satisfactory to the Township's Treasurer.

USE OF PERFORMANCE GUARANTEE

17. (a) In order to guarantee that the Facility, and the Works, will be constructed and installed in accordance with the provisions of the Agreement, the Owner shall lodge with the Township the Performance Guarantee as set out in paragraph 16.
- (b) The Owner agrees that the Township may, in its sole discretion, at any time and from time to time, authorize the use of all or any part of the Performance Guarantee for such purposes as the Township deems fit if the Owner:
 - (i) in any way makes or permits default of the Owner's obligations under this Agreement; or
 - (ii) fails to pay any costs, charges, expenses, premiums, liens or other monies whatsoever payable by the Owner arising out of or in connection with or in any way relating to the construction and installation of the Facility and/or the Works including the grading and/or the surfacing/paving and/or landscaping and/or any other provisions or obligations as set out in this Agreement.
- (c) The amount of the Performance Guarantee may be reduced from time to time at the sole discretion of the Township, as the Works proceed and subject to the Township being provided with such documentation as it may require.
- (d) The provisions of this section shall be in addition to all other provisions in this Agreement relating to the use of the Performance Guarantee.

CONSTRUCTION LIENS

18. The Owner shall, at its own expense, within seven (7) clear days of receiving written notice from the Township to do so, pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought or registered pursuant to the *Construction Lien Act, R.S.O. 1990, c. C.30*, as amended, which arise out of the performance of this Agreement by the Owner and its servants, employees, agents and contractors.

INDEMNIFICATION OF TOWNSHIP

19. The Owner hereby covenants and agrees to waive any right or entitlement it may have to any action, cause of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever against the Township, its Mayor and Councillors, employees, workmen, agents, contractors and consultants, and further covenants and agrees to indemnify and save harmless the Township, its Mayor and Councillors, employees, workmen, agents, contractors and consultants, from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Township, its Mayor and Councillors, employees, workmen, agents, contractors and consultants, may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the Owner developing the Subject Lands including without limitation, the installation, construction, maintenance, repair and/or operation of any or all of the Facility, and the Works.

INSURANCE

20. (a) The Owner shall obtain and maintain a policy or policies of insurance in accordance with **SCHEDULE "E"** hereto and to the satisfaction of the Township Treasurer with a collective policy limit of not less than \$5,000,000 (Five Million Dollars) which policy shall include any and all claims which may arise from the installation, construction, maintenance, repair and/or operation of the Facility, and the Works set out herein. The Owner shall from time to time, at the request of the Township, furnish proof to the Township that all premiums on such policy or policies of insurance have been paid and that the insurance continues in full force and effect. In the event that any premium is not paid, the Township, in order to prevent the lapse of such policy or policies of insurance, may pay the premium or premiums and the Owner shall reimburse the Township within seven (7) clear days of written demand being given by the Township.
- (b) The Owner hereby covenants to obtain, prior to the issuance of the Building Permit, a letter from the Owner's insurance company(ies) addressed to the Township certifying that the policy or policies of insurance provided pursuant to this Agreement are in full force and in accordance in all respects with the provisions of this Agreement. The Owner hereby acknowledges that the Township intend to rely on the said letter from the Owner's insurance company(ies).

INCOMPLETE OR FAULTY WORK

21. (a) In addition to any other rights that the Township may have by statute or otherwise, representatives of the Township, including the Township Engineer, may, at any time and from time to time, inspect the Facility, and the Works, including the grading and landscaping, on the Subject Lands. If in the opinion of the Township, the Owner:
- (i) is not proceeding with or causing to be proceeded with the said work within any time limits specified in this Agreement, or in order that it may be completed within the specified time limits;
 - (ii) is improperly performing the said work;
 - (iii) has abandoned or neglected the said work;
 - (iv) refuses, fails or neglects to replace or repair such work as may be rejected by the Township as defective or unsuitable; then the

Township shall notify the Owner in writing of the situation complained of, and if the Owner fails to remedy the situation complained of within seven (7) clear days after receipt of such notice, the Township shall have full authority and power to enter upon the Subject Lands, to purchase, lease, or otherwise acquire such materials, tools and machinery and to employ such consultants, contractors, employees and workmen as in the opinion of the Township shall be required for the proper completion of such work, including without limitation, the repair or the reconstruction of faulty work and the replacement of materials not in accordance with the specifications, all at the cost and expense of the Owner. In cases of emergency, in the sole opinion of the Township, such entry and work may be done without prior notice, but the Owner shall be notified thereafter.

- (b) In addition, the Township, or its representatives, including the Township Engineer, upon inspection may require work on the Facility to cease immediately in the event of unsafe conditions or health risks being identified.
- (c) In addition to all other remedies, in the event that it comes to the attention of the Township that the Owner has failed to comply with any of the requirements of this Agreement, the Township shall provide notification to the Owner in writing of the failure. If the Owner fails to remedy the failure complained of within seven (7) clear days after the receipt of such notice, the Township at its sole option, acting reasonably may suspend or terminate this Agreement and forthwith revoke all approvals, permits, and authorizations previously granted by the Township to the Owner. The Township may, at the expense of the Owner, register notice on title of Subject Lands of the termination and/or suspension of this Agreement. The foregoing remedy is in addition to any other remedy the Township has at law, including enforcement of this Agreement in accordance with section 41(11) of the *Planning Act* and section 427 of the *Municipal Act, 2001*.
- (d) In addition to all other remedies, the Township may withhold municipal clearance of any Building Permit application or request the withdrawal of any Building Permit(s) that have been granted to the Owner until the Facility and the Works, including grading and landscaping are completely installed in accordance with the requirements of the Township.
- (e) It is understood and agreed between the parties hereto that such entry upon the Subject Lands shall be as agent for the Owner and shall not be deemed, for any purpose whatsoever, as dedication to the Township or assumption by the Township of the Works by the Township.
- (f) The cost incurred by the Township in furtherance of the provisions of this section shall be calculated by the Township whose decisions shall be final and binding on all parties hereto. The cost calculated as aforesaid plus an additional 10% thereof (for inconvenience caused to the Township) shall be paid by the Owner to the Township forthwith on demand, failing which the Township shall be entitled to draw on the Performance Guarantee to recoup the aforesaid monies. The above costs may include a fee for any services or works performed by any municipal employee.
- (g) Nothing herein contained shall be taken to limit the powers, rights, remedies, actions and/or proceedings whatsoever available to the Township arising from or out of any breach of the provisions and terms of this Agreement.
- (h) This Section may be pleaded by the Township as estoppel against the Owner in the event any action is instituted by the Owner for recovery of the

amount of any claim made by the Township against the Owner and/or the Performance Guarantee as the case may be.

REQUIREMENTS FOR LETTER OF COMPLETION

22. The Owner agrees that the occupancy and use of the Facility on the Subject Lands shall not occur until the Township has provided the Owner with a "Letter of Completion". The Township shall issue the Letter of Completion once it has been provided with:
- (i) certification by the Owner's consultants, including its Engineer or Architect, as set out in paragraph 5, addressed to the Township certifying that the Facility, and the Works, have been fully constructed, and installed in accordance with good engineering and construction practices and the requirements of this Agreement, including the approved **SCHEDULES** hereto;
 - (ii) delivery of one complete set of "as constructed" plans of the Facility, in hard copy, which shall be certified by the Owner's Engineer, as well as delivery of such plans in a computerized format satisfactory to the Township;
 - (iii) confirmation from Hydro One, and any other utilities, that any expansion of necessary utilities are constructed to its satisfaction;
 - (iv) confirmation from the Owner's Engineer that drainage and stormwater management has been addressed in accordance with **SCHEDULE "B"** to the satisfaction of the Township;
 - (v) confirmation from the Owner's Engineer that the grading has been completed in accordance with **SCHEDULE "B"** to the satisfaction of the Township;
 - (vi) confirmation from Township staff that the Owner has fulfilled all financial obligations of this Agreement required to the date of issuance of the Letter of Completion, including payment of all development charges, invoiced fees and municipal taxes; and,
 - (vii) confirmation by the Owner's Engineer that the required driveways and parking areas have been surfaced and completed to the satisfaction of the Township or that adequate arrangements have been made to complete the paving and surfacing of these works to the satisfaction of the Township.

REQUIREMENTS FOR RELEASE OF PERFORMANCE GUARANTEE

23. The Owner agrees that the Council of the Township shall not be obligated to release to the Owner the Works Performance Guarantee until:
- (i) a Letter of Completion has been issued;
 - (ii) there has been full compliance with the requirements of the *Construction Lien Act*, R.S.O. 1990, c. C. 30, as amended, and the time for preserving liens has expired in relation to such work, services, or materials for which the Township may, in the sole and absolute opinion of the Township's Solicitor, be liable arising from the Facility and/or the Works.

PAYMENT OF MUNICIPAL COSTS

24. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner".

25. The Owner shall reimburse the Township forthwith on demand, for all reasonable administrative, planning, legal, engineering, and/or other costs or expenses whatsoever incurred by the Township, or any of its agents, in connection with Development of the Subject Lands and/or in the preparation, review, consideration, and enforcement of this Agreement, including the **SCHEDULES** attached hereto. In the event that the Township deems it necessary to retain the services of additional outside consultant(s), (that is, non-employees of the Township), to provide additional technical expertise and/or to review the plans of the Owner and/or to carry out on site inspections of the work performed, the Township shall advise the Owner accordingly of this requirement, and the costs of such outside consultant(s) shall be the responsibility of the Owner. The Owner shall provide an additional deposit to the Township be drawn against for such retention, subsequent to the Township advising the Owner of the requirement for such outside consultant(s).

The Township's demand for reimbursement for all such costs above shall include the provision of detailed accounts itemizing the costs claimed. It is agreed that the Township's demand for payment shall not include costs for employees of the Township except as otherwise expressly provided for under the terms of the Agreement and except as may be required under any other statutory authority of the Township which requirements include the payment by the Owner of all required fees and costs for Building Permits and inspections, including any applicable development charges.

In the event that the Owner does not reimburse the Township as aforesaid, the Township may, at its sole discretion, on thirty (30) days written notice to the Owner use the Performance Guarantee or any part thereof for the payment in full of such costs or expenses.

REQUIRED COMPLETION DATE

26. The Owner covenants and agrees to complete the Facility and the Works pursuant to the terms of this Agreement on or before the expiry of two (2) years from the date of issuance of a Building Permit.

GENERAL MATTERS

27. (a) The Owner agrees with the Township that:
- (i) all necessary precautions will be taken in the Development of the Facility and the Works on the Subject Lands to avoid dust, noise and other nuisances, and to provide for the public safety;
 - (ii) the failure of the Township to insist on strict performance of any of the terms, provisions, covenants or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Township may have, and shall not be deemed to be a waiver of any subsequent breach or default of the terms, provisions, covenants and obligations contained in this Agreement;
 - (iii) the Owner acknowledges that nothing in this Agreement waives or limits any rights the Township may have at law to enforce the provisions of this Agreement, including section 447.1 of the *Municipal Act, 2001*, as amended, should same be required;

- (iv) the Owner shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any court or administrative tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this clause may be pleaded as estoppel against the Owner in any such proceedings.

- (b) If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any event, be invalid or unenforceable, the remainder of this Agreement, or the application of such term covenant or condition of this Agreement to other persons or circumstances shall be valid and enforced to the fullest extent permitted by law.

- (c) This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

- (d) It is understood and agreed that if the Owner fails to apply for a Building Permit for the Facility contemplated by this Agreement within twelve months from the date of the execution of this Agreement by the Township, then the Township shall at its sole option have the right to terminate or suspend this Agreement and require that the plans and drawings be resubmitted by the Owner for approval. Nothing in this Agreement shall affect the authority of the Chief Building Official under Section 8 of the *Building Code Act*, S.O. 1992, c. 23, as amended.

- (e) Any notice to be given with respect to any default, breach, requirement, term or provision of this Agreement shall be in writing and either mailed, transmitted by facsimile or hand delivered to the other parties at the following addresses:

to the Owner:

2614870 Ontario Inc. (Swiss-Aero Inc.)
35 Hawthorne Road
Mono, ON
L9W 6G6

to the Township:

Susan Stone
Clerk
Township of Amaranth
374028 6th Line
Amaranth, ON
L9W 0M6.

Fax: (519)-941-1802

Any notice, if mailed, shall be deemed to have been given on the fifth day following such mailing and if delivered by hand, or by facsimile transmission, shall be deemed to have been given on the day of delivery.

Each of the foregoing parties shall be entitled to specify a different address for service by giving written notice as aforesaid to the others.

- (f) The due dates of any sum of money payable herein shall be thirty (30) days after the date of the invoice. Interest at the rate of One and

a Quarter Percent (1.25%) per month shall be payable by the Owner to the Township on all sums of money payable herein for overdue accounts which are not paid on the due dates, calculated from such due dates.

- (g) Section headings in this Agreement are not to be considered part of this Agreement and are included solely for the convenience of reference and are not intended to be full or accurate descriptions of the contents thereof.
- (h) It is hereby agreed that this Agreement shall be read with all changes of gender or number as are required by the context and the nature of the parties hereto.
- (i) It is acknowledged and agreed by the parties that this Agreement shall be interpreted without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
- (j) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, successors in title, and assigns. The covenants, provisions and conditions contained herein shall be of the same force and effect as a covenant running with the Subject Lands. The Township shall be entitled to enforce the provisions hereof against the Owner and, subject to the provisions of the *Registry Act* or *Land Titles Act*, (whichever applies to the Subject Lands), against any and all subsequent owners of the Subject Lands.
- (k) Time shall always be of essence of this Agreement.

IN WITNESS WHEREOF the corporate parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their duly authorized officers in that behalf and the individual parties hereto have hereunto set their hands and seals.

2614870 ONTARIO INC. (SWISS-AERO INC.)

Per

I have authority to bind the corporation

**THE CORPORATION OF THE TOWNSHIP OF
AMARANTH**

Mayor

Clerk

DRAFT

SCHEDULE "A"
Legal Description of Subject Lands

LEGAL DESCRIPTION: Plan 131 Lot 7, Township of Amaranth, County of
Dufferin

DRAFT

SCHEDULE "B"
Site Plan Drawings

1. Site Plan SPA2-19 - J Wells Architect Inc, revised to August 30, 2019
2. Site Details & Notes - J Wells Architect Inc, revised to August 12, 2019
3. Signage Details - J Wells Architect Inc, revised to August 12, 2019
4. Landscape Plan, J Wells Architect Inc, revised to August 12, 2019
5. Building Elevations - J Wells Architect Inc, revised to June 6, 2019
6. Servicing and Grading Plan - Van Harten , revised to August 8, 2019
7. Servicing and Stormwater Management Brief - Van Harten, February 12, 2019
8. Scoped Hydrogeological Assessment- Hydrogeology Consulting Services, June 14, 2019
9. Salt Management Plan - Hydrogeology Consulting Services, June 6, 2019
10. Site Lighting Layout- Mighton Engineering, June 6, 2019

DRAFT

SCHEDULE "C"
Form of Letter of Credit

REQUIRED – to be on bank letterhead

Letter of Credit No. _____ Amount:

Initial Expiry Date

TO: THE CORPORATION OF THE TOWNSHIP OF AMARANTH
374028 6th Line
Amaranth, ON
L9W 0M6

Fax: 519-941-1802

WE HEREBY AUTHORIZE YOU TO DRAW ON THE (Name of the Bank)

(Address)

for the account of (Name of the Customer)

UP TO AN AGGREGATE AMOUNT OF _____

DOLLARS (\$ _____) available on demand.

PURSUANT TO THE REQUEST OF our customer:

we the: (Name of the Bank)

hereby establish and give you an Irrevocable Letter of Credit in your favour in the above amount which may be drawn on in whole or in part by you at any time and from time to time upon written demand for payment under the Corporate Seal of the Township made upon us by you which demand we shall honour without enquiring whether you have the right as between yourself and the said customer to make such demand, and without recognizing any claim of our said customer, or objection by it to payment by us.

THE LETTER OF CREDIT we understand relates to those Township services and financial obligations set out in an Agreement between the customer and the Township and referred to as (Name of Project)

THE AMOUNT of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned by the Corporation of the Township of Amaranth.

THIS LETTER OF CREDIT will continue in force for a period of one year, but shall be subject to condition hereinafter set forth.

IT IS A CONDITION of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.

DATED at _____, Ontario, this _____ day of _____, 201_.

COUNTERSIGNED BY:

(Name of Bank)

Per:

**SCHEDULE “D”
Regulations for Construction**

Building Code of Ontario;

The applicable By-laws of the Corporation of the Township of Amaranth;

Building By-law of the Corporation of the County of Dufferin;

Ministry of Transportation Ontario (MTO) Permit requirements;

Ontario Ministry of Labour Occupational Standards, including its Health and Safety Standards;

Ontario Ministry of the Environment Standards;

Any permits required from the Township of Amaranth or County of Dufferin for ingress and egress;

All other applicable law.

DRAFT

SCHEDULE "E"
Insurance Requirements

Prior to commencing any Development and/or construction of any Works and/or the issuance of a Building Permit for the Facility, the Owner shall insure against all claims of the character commonly referred to as public liability and property damage. The Owner shall insure against all damages or claims for damages with an insurance company satisfactory to the Township Treasurer. Such policy or policies shall be issued in the name of the Owner and shall name the Township, and the engineering firm appointed as the Township Engineers as additional named insureds. The minimum limits of such policy shall be as follows:

\$5,000,000.00 for loss or damage resulting from bodily injury to, or death of, one or more persons arising out of the same accident, and \$5,000,000.00 for property damage, or such minimum limits as may be agreed as between the parties.

The deductible shall be a maximum of \$1,000 per occurrence.

The policy shall be in effect for the period of this Agreement. It is agreed that no blasting shall occur on the property without insurance and approval of the Township. The issuance of such a policy of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible. The Owner shall prove to the satisfaction of the Township, from time to time as the Township Treasurer may require, that all premiums on such policy or policies of insurance have been paid and that the insurance is in full force and effect.

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