THE CORPORATION OF THE TOWNSHIP OF SEVERN
PLANNING & DEVELOPMENT COMMITTEE

Wednesday, August 28, 2019
Council Chambers - Municipal Office
9:00 A.M.
AGENDA

A. CALL TO ORDER

B. DISCLOSURE OF PECUNIARY INTEREST & THE GENERAL NATURE THEREOF

C. PUBLIC MEETINGS

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Page #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Public Meeting re Zoning By-law Amendment - 3745 &amp; 3769 Fairgrounds Road (see Agenda Item Nos. F-1 &amp; G-1)</td>
<td>1-2</td>
</tr>
<tr>
<td>2</td>
<td>Public Meeting re Housekeeping Zoning By-law Amendment - 1320 JV Parkway (see Agenda Item Nos. F-3 &amp; G-2)</td>
<td>3-4</td>
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D. DELEGATIONS

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<td>1</td>
<td>Morgan Planning re Proposed Severance - 4306 Uthoff Line (see Agenda Item No. I-2.1)</td>
<td>5-14</td>
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E. REPORTS FROM OFFICIALS *(for information)*

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<tr>
<th></th>
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<tr>
<td>1</td>
<td>Building Report for the Months of June &amp; July 2019</td>
<td>15-16</td>
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<td>2</td>
<td>By-law Enforcement Report for the Months of June &amp; July 2019</td>
<td>17-18</td>
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F. REPORTS FROM OFFICIALS *(for direction)*

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<tr>
<td>1</td>
<td>Planning Report No. P19-038 re Zoning By-law Amendment - 3745 and 3769 Fairgrounds Road</td>
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<td>2</td>
<td>Planning Report No. P19-039 re Site Plan Control Agreement - 7871 Highway 11</td>
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<td>3</td>
<td>Planning Report No. P19-040 re Zoning By-law Amendment - 1320 JV Parkway (Silver Creek Estates)</td>
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G. CORRESPONDENCE *(for information)*

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<td>Correspondence re Zoning By-law Amendment - 3745 &amp; 3769 Fairgrounds Road</td>
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<td></td>
<td>a) Building &amp; Septic Inspector - Township of Severn</td>
<td>83-84</td>
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<tr>
<td></td>
<td>b) Fire Chief - Township of Severn</td>
<td>85-86</td>
</tr>
<tr>
<td></td>
<td>c) Severn Sound Environmental Association</td>
<td>87-88</td>
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</table>
2 Correspondence re Housekeeping Zoning By-law Amendment - 1320 JV Parkway
   a) Building & Septic Inspector - Township of Severn 89-90
   b) Fire Chief - Township of Severn 91-92
   c) Severn Sound Environmental Association 93-94

H. CORRESPONDENCE *(for direction)*
   "NIL"

I. CONFIDENTIAL AGENDA
   1 Reports from Officials
      "NIL"
   2 Correspondence
      2.1 Morgan Planning re Proposed Severance - 4306 Uhthoff Line 95-98

J. ADJOURNMENT

Dates for Future Planning & Development Committee Meetings
   Wednesday, September 18, 2019 - 6:00 p.m.
   Wednesday, October 16, 2019 - 6:00 p.m.
TOWNSHIP OF SEVERN
THE CORPORATION OF THE TOWNSHIP OF SEVERN
P.O. Box 159, 1024 Hurlwood Lane, Orillia, Ontario, L3V 6J3

NOTICE OF RECEIPT OF A COMPLETE APPLICATION TO AMEND THE ZONING BY-LAW and
NOTICE OF A PUBLIC MEETING CONCERNING A PROPOSED ZONING BY-LAW AMENDMENT

TAKE NOTICE THAT the Township of Severn deemed the following application to amend the
Township Zoning By-law a “Complete” application under Section 34 of the Planning Act, R.S.O. 1990,
c. P. 13 on the 14th day of June 2019.

<table>
<thead>
<tr>
<th>Subject Property</th>
<th>South Part Lot 3, Concession 3, geographic Township of North Orillia, now in the Township of Severn</th>
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<tbody>
<tr>
<td>Municipal Address:</td>
<td>3745 and 3769 Fairgrounds Road</td>
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<tr>
<td>Application No.</td>
<td>Z-19-05</td>
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<tr>
<td>Owners</td>
<td>Tim French</td>
</tr>
<tr>
<td>Applicant</td>
<td>Jamie Robinson, MHBC Planning</td>
</tr>
<tr>
<td>Concurrent Applications</td>
<td>B-04-19</td>
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</table>

AND FURTHER TAKE NOTICE THAT the Township of Severn will be holding a Public Meeting on
August 28th, 2019 at 9:00 a.m. in the Council Chambers of the Township's Administration Office to
consider a proposed Zoning By-law Amendment under Section 34 of the Planning Act, R.S.O. 1990.

The purpose and effect of the proposed Zoning By-law Amendment application is to amend Zoning
By-law No. 2010-65, as amended, of the Township of Severn for the subject properties is as follows:

1. To rezone the Retained Lands (Provisionally Approved Consent Application B-04-19) of 3745
   Fairgrounds Road from the Agricultural (AG) Zone to the Rural Residential (RR) Zone to
   recognize the intended residential use of the lands and lot area following the boundary
   adjustment.

2. To rezone the Severed Lands (Provisionally Approved Consent Application B-04-19) of 3745
   Fairgrounds Road from the Agricultural (AG) Zone to the site-specific Agricultural Exception
   Twenty-Three (AG-23) and Greenland Exception Ten (GL-10) Zones to recognize the deficient
   combined lot area, the existing and intended uses of the property permitted in each respective
   zone as well as to not withstand Section 3.18 (Multiple Zones on One Lot).

3. To rezone 3769 Fairgrounds Road to the same site-specific Agricultural Exception Twenty-
   Three (AG-23) Zone as the parcel will merge with the Severed Lands (Provisionally Approved
   Consent Application B-04-19) from 3745 Fairgrounds Road.

Please refer to the opposite side of this Notice for a key map showing the land to which the proposed
Zoning By-law Amendment would apply. Any person or public body may attend the Public Meeting
and/or make written or verbal representation either in support of or in opposition to the proposed
Zoning By-law Amendment.

If you wish to be notified of the decision of Township of Severn on the proposed Zoning By-law Amendment, you must make a written request to the Township of Severn, 1024 Hurlwood Lane, P.O. Box 159, Orillia, Ontario L3V 6J3 or email to kmandeville@townshipofsevern.com.

If a person or public body would otherwise have an ability to appeal the decision of the Council of the
Township of Severn to the Local Planning Appeal Tribunal but the person or public body does not
make oral submissions at a public meeting or make written submissions to the Township of Severn
before the by-law is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting, or make written
submissions to the Township of Severn before the by-law is passed, the person or public body may
not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal
unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

Additional information relating to the proposed Zoning By-law Amendment is available for public
inspection between 8:30 a.m. and 4:30 p.m. at the Municipal Office, 1024 Hurlwood Lane, Township
of Severn.

DATED AT THE TOWNSHIP OF SEVERN THIS 8TH DAY OF AUGUST 2019.
Sharon R. Goerke, Clerk, Township of Severn
Lands proposed to be rezoned from the Rural Residential (RR) Zone to the site specific Agricultural Exception (AG-23) Zone.

Lands proposed to be rezoned from the Agricultural (AG) Zone to the Rural Residential (RR) Zone.

Lands proposed to be rezoned from the Agricultural (AG) Zone to the site-specific Agricultural Exception (AG-23) Zone.

Lands proposed to be rezoned from the Agricultural (AG) Zone to the site-specific Greenlands Exception (GL-10) Zone.
NOTICE OF A PUBLIC MEETING CONCERNING A PROPOSED HOUSEKEEPING AMENDMENT TO THE TOWNSHIP’S COMPREHENSIVE ZONING BY-LAW NO. 2010-65

TAKE NOTICE THAT the Township of Severn will be holding a Public Meeting on August 28th, 2019 at 9:00 a.m. in the Council Chambers of the Township’s Administration Office to consider a proposed Zoning By-law Amendment under Section 34 of the Planning Act, R.S.O. 1990.

Subject Property | Part Lot 1, Concession 6, being Parts 1 to 4 on 51R-29100 & Part 1 on 51R-32305, geographic Township of North Orillia
Municipal Address | 1320 JV Parkway
Application No. | Z-19-06
Applicant | Township of Severn
Concurrent Applications | None

The purpose and effect of the proposed Zoning By-law Amendment application is, as directed by Council, upon the request of property owners, to make changes and corrections provisions of the Township’s Comprehensive Zoning By-law No. 2010-65. The proposed Zoning By-law Amendment is to amend Zoning By-law No. 2010-65, as amended, of the Township of Severn for the property described Part Lot 1, Concession 6, being Parts 1 to 4 on 51R-29100 & Part 1 on 51R-32305, geographic Township of North Orillia, now in the Township of Severn, municipally known as 1320 JV Parkway, to rezone the property from the Mobile Home Residential Exception One (MHR-1) Zone to the Mobile Home Residential (MHR) Zone to correct an error from the consolidation of the former Township of Orillia Zoning By-law 1993-50 to the Township of Severn’s Comprehensive Zoning By-law 2010-65.

Please refer to the opposite side of this Notice for a key map showing the land to which the proposed Zoning By-law Amendment would apply. Any person or public body may attend the Public Meeting and/or make written or verbal representation either in support of or in opposition to the proposed Zoning By-law Amendment.

Any person or public body may attend the Public Meeting and/or make written or verbal representation either in support of or in opposition to the proposed Zoning By-law Amendment.

If you wish to be notified of the decision of Township of Severn on the proposed Zoning By-law Amendment, you must make a written request to the Township of Severn, 1024 Hurlwood Lane, P.O. Box 159, Orillia, Ontario L3V 6J3 or email to awoodrow@townshipofsevern.com.

If a person or public body would otherwise have an ability to appeal the decision of the Council of the Township of Severn to the Local Planning Appeal Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the Township of Severn before the by-law is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Township of Severn before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

Additional information relating to the proposed Zoning By-law Amendment is available for public inspection between 8:30 a.m. and 4:30 p.m. at the Municipal Office, 1024 Hurlwood Lane, Township of Severn.

DATED AT THE TOWNSHIP OF SEVERN THIS 8TH DAY OF AUGUST 2019.

Sharon R. Goerke, Clerk, Township of Severn
1024 Hurlwood Lane, P.O. Box 159, Orillia, Ontario, L3V 6J3
LANDS SUBJECT TO APPLICATION FOR
ZONING BY-LAW AMENDMENT Z-19-06

Proposed zoning amendment:
Lands proposed to be rezoned from the Mobile Home Residential Exception One (MHR-1) Zone to the Mobile Home Residential (MHR) Zone.
Deputation to Township Council

Re: 4306 Uhthoff Line and 4293 Fairgrounds Road
Request to Council

• An endorsement from Council to enable the creation of a lot on a private road with no road frontage, as per Official Plan Policy B8.2.1(a), which reads as follows:

Prior to issuing provisional consent for a new lot for any purpose, the Committee of Adjustment shall be satisfied that the lot to be retained and the lot to be severed:

a) Front on and will be directly accessed by a public road that is maintained on a year-round basis or where the lot is on a private road, or water access only, Council has approved its creation.
4293 Fairgrounds Road

- 27 hectares / 67 acres
- 120 metres of frontage
- Extractive Industrial Zone (M3)
- Extractive Industrial designation (Secondary Plan Schedule A9)
- Identified as ‘Licensed Pit or Quarry (Official Plan Schedule C)
- Current asphalt plant and aggregate pit, operated by CRH.
- Beamish Construction sold all operations in Southern Ontario to CRH in 2016, and the subject property was a part of that transaction.
4306 Uhthoff Line

- 39 hectares / 96 acres
- 500 metres of frontage
- Extractive Industrial Zone (M3)
- Extractive Industrial, Rural and EP designations (Secondary Plan Schedule A9)
- Special Policy Area – Environmental (Secondary Plan Schedule A10)
- Rear of lot identified as Licensed Pit or Quarry by OP Schedule C. This designation does not accurately reflect the site’s decommissioning.
- Developed with single detached dwelling
- Former aggregate pit, developed below water table, and rehabilitated to the current land form (pond). License has been surrendered.
- Owned by Mr. Ben Cole
Proposed Lot Creation
Process to Follow Council Endorsement

• MP&D to submit a ZBA Application to rezone the proposed severed parcel from the M3 Zone to an site specific EP-#Zone. The EP Zone would prohibit any development on the severed parcel and would enable the creation of the lot with no frontage on a municipal road, rather access to be provided via a private road.

• MP&D to submit concurrent Consent applications for consideration by the Committee of Adjustment.

• Consent 1 would propose to the 17.6 hectare parcel from the rear of 4306 Uhthoff Line. The owner of 4306, Mr. Ben Cole, is in favour of the severance.

• Consent 2 would propose to create an access easement over 4293 Fairgrounds Road, in favour of the severed parcel. The owner of 4293, being CRH, is in favour of creating the easement.
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REPORT TO PLANNING and DEVELOPMENT COMMITTEE (BUILDING)
for the MONTH of JUNE 2019

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<td>JUNE</td>
<td>TO DATE</td>
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<td>33</td>
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<td>CONSTRUCTION VALUE:</td>
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DATE: August 19, 2019
# REPORT TO PLANNING and DEVELOPMENT COMMITTEE (BUILDING)
for the MONTH of JULY 2019

## NUMBER OF PERMITS ISSUED

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## CONSTRUCTION VALUE

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## TOTAL FEES COLLECTED

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**Signature:** [Signature on Document]

**Date:** [August 19, 2019]
## Occurrences

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<th>2019</th>
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<tbody>
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<td>18</td>
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<tr>
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<td>initiatives/issues, specific projects</td>
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<td>19</td>
<td>56</td>
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## Revenue - P.O.A. & Tags

<table>
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<tr>
<th></th>
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<th>2018 To Date</th>
<th>2019</th>
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<tbody>
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### By-law notes/information:

Stats do not include incoming or outgoing telephone calls, reports and paperwork.

General issues and services include pool fence follow ups and property inspections.

Special projects include errands, pictures and drop offs.

### Noteworthy issues:

Increased weekend patrols started and to be continued through upcoming months per MOTION CSC052219-08.

Giant hogweed sprayerd oh uhoff trail.
## BY-LAW REPORT TO PLANNING AND DEVELOPMENT COMMITTEE
### FOR THE MONTH OF
#### July 2019

### Occurrences

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### By-law notes/information:

Stats do not include incoming or outgoing telephone calls, reports and paperwork. General issues and services include pool fence follow ups and property inspections. Special projects include errands, pictures and drop offs.

### Noteworthy issues:

Increased weekend patrols continued per MOTION CSC052219-08.

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Date: August 14, 2019
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Date: August 14, 2019
REPORT NO. P19-038

To: Mayor Burkett and Planning & Development Committee

From: Katie Mandeville, Planner

Date: August 28, 2019

Subject: Zoning By-law Amendment Application Z-19-05 (French)
3745 and 3769 Fairgrounds Road

REPORT HIGHLIGHTS

- To rezone portions of 3745 Fairgrounds Road from the Agricultural (AG) Zone to Rural Residential (RR), Agricultural Exception Twenty-Three (AG-23) and Greenland Exception Ten (GL-10) Zones
- To rezone 3769 Fairgrounds Road from the Rural Residential (RR) Zone to the Agricultural Exception Twenty-Three (AG-23) Zone.
- Required to fulfill Provisionally Approved Consent Application B-04-19
- The proposed application is consistent with the PPS, does not conflict with the GPGGH, conforms with the County and Township’s Official Plans and meets the general intent and purpose of the Township’s Zoning By-law.

RECOMMENDATION

THAT Planning Report No. P19-038, dated August 28, 2019, with respect to a proposed Zoning By-law Amendment (File No. Z-19-05) for 3769 and 3745 Fairgrounds Road be received;

AND FURTHER THAT a draft Zoning By-law Amendment be presented to Council for consideration at the next available meeting, subject to comments received prior to Council’s consideration of the Zoning By-law Amendment, including additional submissions from the Planning & Development Committee, members of the public, circulated agencies, and Township departments.

BACKGROUND

County Official Plan: Greenlands
Township Official Plan: Agricultural & Greenland
Township Zoning: 3745 Fairgrounds Road: Agricultural (AG) Zone
3769 Fairgrounds Road: Rural Residential (RR)
Legal Description: Part of West Half of Lot 3, Concession 3, geographic Township of North Orillia
Municipal Address: 3745 and 3769 Fairgrounds Road (Attachment 1).
The larger subject property being 3745 Fairgrounds Road is approximately 19.7 hectares (48.4 acres) in size with approximately 250 metres (820.2 feet) of frontage on Fairgrounds Road. The smaller property being 3769 Fairgrounds Road is 0.558 hectares (1.38 acres) with 61 metres (200 feet) of frontage on Fairgrounds Road. Both properties are held in the same ownership. Each property is currently developed with a single detached dwelling, garage/accessory structure, and private septic system as evident on the Simcoe County Air Imagery from the Spring of 2016 (Attachment 2). The subject lands are located north of the Division Road West and south of Warminster Road.

A Zoning By-law Amendment Application was submitted concurrently with Consent Application No. B-04-19 (Attachment 3) by Jamie Robinson, of MHBC Planning on May 29, 2019. The Consent Application sought to achieve a Boundary Adjustment or Lot Addition by removing the majority of the land surrounding the dwelling at 3745 Fairgrounds Road and adding the lands to the neighboring property at 3769 Fairgrounds Road. The Committee of Adjustment granted Provisional Approval of Consent Application B-04-19 on June 18, 2019 with a Condition that “Passage of a site-specific Zoning By-law Amendment to recognize the intended use, size and frontage of the subject lands as well as receiving lands, as required.”

The purpose and effect of the proposed Zoning By-law Amendment application is to amend Zoning By-law No. 2010-65, as amended, of the Township of Severn for 3745 and 3769 Fairgrounds Road as follows:

1. To rezone the Retained Lands (Provisionally Approved Consent Application B-04-19) of 3745 Fairgrounds Road from the Agricultural (AG) Zone to the Rural Residential (RR) Zone to recognize the intended residential use of the lands and lot area following the boundary adjustment.
2. To rezone the Severed Lands (Provisionally Approved Consent Application B-04-19) of 3745 Fairgrounds Road from the Agricultural (AG) Zone to the site-specific Agricultural Exception Twenty-Three (AG-23) and Greenland Exception Ten (GL-10) Zones to recognize the deficient combined lot area, the existing and intended uses of the property permitted in each respective zone as well as to not withstand Section 3.18 (Multiple Zones on One Lot).
3. To rezone 3769 Fairgrounds Road to the same site-specific Agricultural Exception Twenty-Three (AG-23) Zone as the parcel will merge with the Severed Lands (Provisionally Approved Consent Application B-04-19) from 3745 Fairgrounds Road.

ANALYSIS

Provincial Policy Statement, 2014 (the “PPS”)

The subject lands are located outside of a Settlement Area and would be classified as being within a Rural Area under the PPS. Rural Areas include a system of lands that can include rural Settlement Areas, Rural Lands, Prime Agricultural Areas, Natural Heritage Features and Areas, and Resource areas.
Although the PPS places an emphasis on Settlement Areas to be the focus for growth, Policy 1.1.5. provides some flexibility to permit growth and development on Rural Lands for certain uses, including limited residential development and other permitted rural land uses. As no new lot is being created and the uses of the subject lands are not proposed to be changed the development policies of the PPS are not the subject of this review.

The natural heritage features on the property have been assessed under Section 2.1. An Environmental Impact Assessment was completed by Azimuth Environmental Consulting Inc. (May 23, 2019). An unevaluated wetland, tributary of the North River, non-significant woodland and potential for habitat for Special Concern wildlife, including the presence of Butternut trees, were identified within the Azimuth Report; however, the Butternut and unevaluated wetland are located more than 50 meters from the proposed lot line adjustment. The Azimuth report concluded that the natural environmental features and functions on the property would not be negatively impacted by the Consent or Zoning By-law Amendment Applications. Due to the location of the environmental features on the property Township staff did not recommend a Peer Review of the report as the applications do not propose further development of the lands being no new use or structure is proposed with the applications. The proposed Zoning By-law Amendment would offer further protection of the land by rezoning the rear portion of the property containing the unevaluated wetland and Butternut from the current Agricultural Zone to a site-specific Greenland Zone.

The application is generally consistent with the policies, goals and objectives of the PPS.

A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019 ("GPGGH")

As the subject properties are designated Greenland by the County of Simcoe Official Plan the Natural Heritage policies being Section 4.2.2, 4.2.3 and 4.2.4 of the GPGGH apply. As one of the subject properties contains an unevaluated wetland which is a Key Hydrological Feature and habitat of endangered and threatened species which is a Key Natural Heritage Feature the subject lands are partly within a Feature and the remainder of the lands would be considered adjacent lands. The GPGGH only permits development within Features in a limited number of exceptions; however, the lot adjustment line does not occur within a Feature meaning that the adjacent lands provisions of Section 4.2.4 would apply if this application was considered to be development or site alteration.

Development is defined by the GPGGH as: “The creation of a new lot, a change in land use, or the construction of buildings and structures requiring approval under the Planning Act but does not include: a) activities that create or maintain infrastructure authorized under an environmental assessment process; or b) works subject to the Drainage Act”. Although this application is seeking to change the uses permitted on each property it is doing so in a manner that will further restrict the uses on the rear portion of the property containing Natural Heritage Features and no change in use is proposed for the remainder of the properties. Staff do not believe this application truly represents development; therefore, the application does not conflict with the GPGGH.

County of Simcoe Official Plan (as approved by the OMB in 2016)

The County of Simcoe Official Plan designates the properties as Greenland. The
objectives of the Greenland designation are to protect and restore the natural heritage systems including protecting species of concern, woodlands, wetlands, ecological features and functions as well as providing for opportunities for enjoyment and appreciation of these areas by ensuring that development respects and supports the overall natural heritage system. As the larger subject property contains natural heritage features and functions which should be protected within the Greenland designation, this application seeks to rezone the rear portion of the property containing these features from the existing Agricultural (AG) Zone to a site-specific Greenland Zone. Residential dwellings, agricultural uses, those related to agriculture and on-farm diversified uses are all permitted within the Greenland designation therefore staff are recommending retaining the Agricultural Zone for the roadside portion of the property where the existing dwelling and accessory building are located and rezoning what will be a small rural lot to the Rural Residential Zone. The application conforms to the County of Simcoe's Official Plan.

Township of Severn Official Plan (as approved by the OMB in 2010)

The Township of Severn Official Plan designates the entirety of 3769 Fairgrounds Road and the front portion of 3745 Fairgrounds Road Agricultural and the rear portion of 3745 Fairgrounds Road Greenland (Attachment 4). The site-specific rezoning application aims to align the zoning with the split OP designation to bring the zoning into conformity with the OP. Similar to the County's OP the Township's Greenland designation encompasses the Township's Natural Heritage System and has comparable goals, objections and permitted uses to the County's OP. The Township OP's Prime Agricultural Area designation aims to maintain and protect land suitable for agricultural production as well as support uses which support and promote the agricultural sector. A single detached dwelling as well as agricultural related structures are permitted within the Agricultural designation. The proposed rezoning would recognize the existing uses of the subject lands and promote the agricultural potential of the front, roadside portion of the property. The proposed Zoning By-law Amendment will not facilitate the creation of a new lot nor is a new use proposed; therefore, the application conforms to the Township's Official Plan.

Township of Severn Zoning By-law 2010-65, as amended

A draft Zoning By-law Amendment has been included as Attachment 5 to this report. The rear, Greenland portion of 3745 Fairgrounds Road contains Natural Heritage features as described previously in this report whereas the roadside of both properties is developed with an existing single detached dwelling and accessory structures.

The proposed Zoning By-law Amendment would rezone the proposed retained lands from 3745 Fairgrounds Road to the Rural Residential Zone which would reflect the provisionally approved lot area of 1.09 hectares (2.7 acres) with 60 metres of frontage on Fairgrounds Road which meets or exceeds the minimum lot area and frontage required within the Zoning By-law. The provisionally approved lot lines were designed in a manner as to meet or exceed the setback requirements as well as ensuring the lot coverage was not exceeded.

The severed lands from 3745 Fairgrounds Road are proposed to have a split zoning in
order to bring the zoning into conformity with the Township's Official Plan designation and add a layer of protection to the Natural Heritage Features present on the rear of the property. The proposed site-specific Greenland Exception Ten (GL-10) and Agricultural Twenty-Three (AG-23) zoning would not withstand Section 3.18 (Multiple Zones on One Lot) of Zoning By-law 2010-65, as amended so as to not restrict the setback to be measured from the zone boundary. The site-specific characteristics recognized include the deficient Lot Area of 19 hectares (47 acres) for the combined GL-10 and AG-23 Zones, as well as the minimum combined Lot Frontage of 300 metres (984 feet). All other provisions of Zoning By-law 2010-65, as amended including setbacks of the existing structures, lot coverage and uses are in conformity with the By-law therefore the general intent and purpose of the Zoning By-law is maintained.

Other Considerations

The application was submitted with the support of a Planning Justification Report (PJR) prepared by Jamie Robinson and Janet Porter of MHBC Planning dated May 27, 2019. Planning staff generally concur with the findings of the PJR; however, it should be noted that verbal and written correspondence occurring following the submission of the report led staff, with permission of the applicant, to amend the application from the original request for a site-specific Agricultural (AG) Zone to the split zoning, of AG-23 and GL-10, now proposed.

The Township's Public Works Department and the Fire and Emergency Services Department had no comments with respect to the application.

Staff from the Township's Planning & Development Department conducted a site visit of the property prior to the writing of this report.

Planning & Development Department staff are supportive of the draft Zoning By-law amendment subject to comments received prior to Council's consideration of the Zoning By-law Amendment, including additional submissions from the Planning Committee, members of the public, circulated agencies, and Township departments.

FINANCIAL CONSIDERATION

There are no costs to the Township with respect to the proposed Zoning By-law Amendment.

REPORT SUPPORTED BY:

Strategic Plan

☐Fiscal Responsibility  ☐Maintain & Enhance Infrastructure
☐Communications  ☐Community Development
☒Service Excellence  ☐Does Not Impact Strategic Plan

RELEVANT BACKGROUND REPORT:
Committee of Adjustment Report No. D19-019 Consent B-04-19
Respectfully submitted by: Katie Mandeville, BA, BURPI., RPP, Planner

Reviewed By:

☑️ Laurie Kennard, CPA, CA - Chief Administrative Officer
☑️ Andrea Woodrow, BSc (Hons), MES, RPP, MCIP - Director of Planning & Development

Attachments:
1. Key Map
2. Simcoe County Air Imagery from the Spring of 2016
3. Consent Application No.B-04-19 Sketch
4. Township Official Plan Designations
5. Draft Zoning By-law Amendment
Attachment 2 – Simcoe County Air Imagery from the Spring of 2016
BEING A ZONING BY-LAW TO REGULATE THE USE OF LAND AND THE
CHARACTER, LOCATION AND USE OF BUILDINGS OR STRUCTURES ON CERTAIN
LANDS DESCRIBED AS SOUTH PART LOT 3, CONCESSION 3, GEOGRAPHIC
TOWNSHIP OF NORTH ORILLIA, NOW IN THE TOWNSHIP OF SEVERN (3745 AND
3769 FAIRGROUNDS ROAD)

WHEREAS the matters hereinafter set out comply with the Official Plan in effect
for the Township of Severn;

AND WHEREAS the Council of the Corporation of the Township of Severn deems
it advisable to amend the provisions of Zoning By-law No. 2010-65, as otherwise
amended, as they apply to those lands described as South Part Lot 3, Concession 3,
Geographic Township of North Orillia, now in the Township of Severn, municipally known
as 3745 and 3769 Fairgrounds Road;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
SEVERN HEREBY ENACTS AS FOLLOWS:

1. THAT Schedule "E-3" of Zoning By-law No. 2010-65, as otherwise amended, is
hereby amended by changing the Zone Classification on certain lands described
as South Part Lot 3, Concession 3, Geographic Township of North Orillia,
municipally known as 3745 and 3769 Fairgrounds Road, from the Agricultural (AG)
and Rural Residential (RR) Zones to the Greenland Exception Ten (GL-10),
Agricultural Exception Twenty-Three (AG-23) and Rural Residential (RR) Zones,
in accordance with Schedule "1" attached hereto and forming part of this By-law.

2. THAT Section 5.5.1 entitled "Exceptions to Agricultural (AG) Zone" of Zoning By-
law No. 2010-65, as amended, is hereby further amended by adding the following
to the Table at the end thereof:

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<th>Schedule</th>
<th>Special Provisions</th>
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| AG-23     | 2019-XX| South Part Lot 3, Concession 3, Geographic Township of North Orillia. 3769 Fairgrounds | E-3 | Lot Requirements for lands jointly zoned AG-23 and GL-10: 
  i) Minimum Lot Area – 19 ha 
  Special Provisions |
3. THAT Section 9.5.3 entitled "Exceptions to Greenlands (GL) Zone" of Zoning By-law No. 2010-65, as amended, is hereby further amended by adding the following to the Table at the end thereof:

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<td>E-3</td>
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<td>i) Minimum Lot Area – 19 ha</td>
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<td>i) Notwithstanding Section 3.18, for the lands jointly zoned GL-10 and AG-23:</td>
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<td>setbacks to the respective zone boundaries shall not apply.</td>
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4. THAT Zoning By-law No. 2010-65, as otherwise amended, is hereby amended to give effect to the foregoing, but Zoning By-law No. 2010-65, as otherwise amended, shall in all other respects remain in full force and effect save as same may be otherwise amended or herein dealt with.

5. THAT subject to the provisions of the Planning Act, R.S.O. 1990, as amended, this By-law shall come into force on the date it is passed by the Council of the Corporation of the Township of Severn.

By-law read a first and second time this day of , 2019.

By-law read a third time and finally passed this day of , 2019.

CORPORATION OF THE TOWNSHIP OF SEVERN

MAYOR

CLERK
SCHEDULE "1"

SOUTH PART LOT 3, CONCESSION 3, GEOGRAPHIC TOWNSHIP OF NORTH ORILLIA. (3769 AND 3745 FAIRGROUNDS ROAD)

Lands proposed to be rezoned from the Rural Residential (RR) Zone to the site-specific Agricultural Exception (AG-23) Zone.

Lands proposed to be rezoned from the Agricultural (AG) Zone to the Rural Residential (RR) Zone.

Lands proposed to be rezoned from the Agricultural (AG) Zone to the site-specific Agricultural Exception (AG-23) Zone.

Lands proposed to be rezoned from the Agricultural (AG) Zone to the site-specific Greenlands Exception (GL-10) Zone.

This is Schedule ‘1’ to By-law No. 2019-XX
Passed the day of  , 2019

MAYOR

CLERK
To: Mayor Burkett and Planning & Development Committee
From: Katie Mandeville, Planner
Date: August 28, 2019
Subject: Site Plan Control Agreement
7871 Highway 11 North

REPORT HIGHLIGHTS
- Application submitted to amend a Site Plan Agreement from 2012 for 7871 Highway 11 North.
- 2012 Agreement contemplated two buildings yet required an Amendment for the second building to proceed.
- 2012 Agreement was not registered on title therefore a new Agreement is proposed rather than an Amending Agreement.

RECOMMENDATION
THAT Planning Report No. P19-039, dated August 28, 2019, with respect to a Site Plan Control Agreement for 7871 Highway 11 North be received;
AND FURTHER THAT once the required conditions have been met, the Township Clerk be authorized to execute on behalf of the Township the Site Plan Control Agreement between The Corporation of the Township of Severn and the property owners 848635 Ontario Ltd. and RC Storage Inc. that is in substantial conformity with the draft Site Plan Control Agreement included as Attachment 4 to Planning Report No. P19-039.

BACKGROUND
The subject property municipally known as 7871 Highway 11 North (Attachment 1) is located north of Huronia Road on Highway 11 North and is accessed by a registered right-of-way over property adjoining to the south. The property is approximately 0.54 hectares (1.33 acres) in size with approximately 147 metres (482 feet) of frontage on, but with no direct access from, Highway 11. The property is currently occupied by a commercial self-storage facility containing multiple units within one structure as evident on the 2016 County of Simcoe Air Imagery (Appendix 2).

The owners originally submitted an application for Site Plan Control in August of 2011. Since the property is within the Ontario Ministry of Transportation (MTO) Permit Control Area, the draft site plan, traffic study as well as the drainage and stormwater management design brief were submitted to MTO for review and comment. The site plan was
subsequently revised to accommodate MTO requirements and a detailed Site Grading Plan was developed by the owner’s engineers and was then reviewed and approved by MTO. The Township then requested minor revisions and the applicants obtained a Minor Variance in June 2012 to address the proposed reductions in both the landscaped buffer width and parking provisions.

A Site Plan Agreement was brought forward for Council’s endorsement following the approval of the Minor Variance application and sign off the associated Site Plan submission by the MTO as well as Township staff and consultants. Council endorsed the Agreement in June 2012 and it was executed in August 2012. The approved Site Plan drawing is Attachment 3 to this report.

Due to the pressing timeline for the property owner to construct one of the two proposed buildings, Schedule “B” of the Site Plan Agreement allowed the development to be phased with an Amendment required for Phase Two. In June of 2012 only Phase One, being Unit Two was contemplated for immediate construction; therefore, floor plans and building elevation drawings were not available for Unit One. This led to a clause in Schedule “B” of the Agreement that stipulated that an Amendment was required to proceed with Phase Two, being Unit One, despite the inclusion of both Unit One and Two within all of the approved Site and Grading Plans.

ANALYSIS

The purpose of the requested Site Plan Amending Agreement was to alter Schedule “B” to facilitate the construction of Phase Two, Unit One. Upon receipt of the request for the Amendment Township staff, with the assistance of the Township’s Solicitor, discovered that the 2012 Agreement was not registered on title to the subject lands. The rationale for the failure to register in 2012 is not clear at the time of writing this report. As one of the two registered owners of property has changed since 2012 it is not possible to now register the Agreement and subsequently complete an Amendment. As a result of the lack of registration, Township staff are now proposing that a new Agreement, in substantial conformity with the 2012 Agreement, be endorsed which would now also incorporate the proposed Amendment prior to registration on title.

As the MTO has recently issued a Building and Land Use Permit required for construction for Unit One, and was previously satisfied with all of the approved 2012 Site and Grading Plans which have not changed, Township staff do not feel it is necessary to circulate to any agencies for the requested Amendment to the original Agreement to proceed now that detailed plans for Unit One are available.

A draft Site Plan Agreement which is in substantial conformity with the 2012 Agreement, with the exception of an altered Schedule “B”, has been prepared by Township staff (Attachment 4). The Conditions normally required for the Township’s execution are receipt of a cash deposit to cover the legal costs of registration on title as well as to ensure final site works such as satisfactory landscaping once the project is completed. The original deposit money to ensure the works are completed is still being held in full and the applicant has already provided the required legal deposit. At the time of writing this report, Township staff are awaiting a copy of the MTO Building and Land Use Permit for Unit 1.
FINANCIAL CONSIDERATION

There is no financial impact to the Township as all associated costs will be paid by 848635 Ontario Ltd. and RC Storage Inc. Cash deposits are provided to the Township as a condition of the Township's execution of the Site Plan Agreement to ensure compliance with the approved plans and development requirements.

REPORT SUPPORTED BY:

Strategic Plan

☐ Fiscal Responsibility  ☒ Maintain & Enhance Infrastructure
☐ Communications  ☒ Community Development
☒ Service Excellence  ☐ Does Not Impact Strategic Plan

RELEVANT BACKGROUND REPORT:

Planning Report No. P12-074 Site Plan Agreement 848635 Ontario Limited

Respectfully submitted by: Katie Mandeville, BA, BURPI., RPP, Planner

Reviewed By:

☒ Laurie Kennard, CPA, CA - Chief Administrative Officer
☒ Andrea Woodrow, BSc (Hons), MES, RPP, MCIP - Director of Planning & Development

Attachments:
1. Key Map
2. Simcoe County Air Imagery from the Spring of 2016
3. Approved Site Plan
4. Draft Site Plan Control Agreement
Attachment 2 – Simcoe County Air Imagery from the Spring of 2016
THIS AGREEMENT made this day of , 2019.
BETWEEN:

848635 ONTARIO LIMITED and RC STORAGE INCORPORATED
(hereinafter called the "Owner")

-and-

THE CORPORATION OF THE TOWNSHIP OF SEVERN
(hereinafter called the "Municipality")

WHEREAS the Owner is the owner of the land described in Schedule “A” hereto (the “Lands”) and municipality known as 7871 Provincial Highway 11 North;

AND WHEREAS the Municipality has approved the plans and drawings submitted with the Owner’s application on August 31, 2011, as subsequently revised in May of 2012, subject to certain conditions, including the entering into of an agreement with respect to the provision of facilities, works or matters as permitted by subs. 41(7) of the Planning Act, R.S.O. 1990, c. P.13;

AND WHEREAS subs. 41(10) of the Planning Act permits the registration of this Agreement against the lands to which it applies;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the Parties hereto agree one with the other as follows:

1. Construction in Accordance with Plans and Drawings
   The Owner covenants and agrees to develop the Lands and to construct and build such buildings or structures in strict compliance with the plans and drawings set out in Schedule “B” of this Agreement, copies of which are available for inspection at the Municipal Offices of the Township of Severn during regular business hours.

2. Conditions
   The Owner covenants and agrees to satisfy each of the conditions set out in Schedule “C” to this Agreement.

3. Fees and Charges
   The Owner covenants and agrees to pay to the Municipality the fees and charges set out in Schedule “D” to this Agreement.

4. Security
   In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to file with the Municipality prior to or upon execution of this Agreement, a security deposit in the amount of $2,000.00 by cash or certified cheque. The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any
within thirty (30) days written notice, with a direction to carry out such work or matter, the Municipality may draw on the security deposit to the extent necessary and enter onto the subject lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn, with any shortfall to be paid by the Owner. No interest shall be payable on the security deposit.

5. Notices
Any notice required to be given by either party to the other shall be mailed, delivered or sent by facsimile transmission to:

(a) the Owner at:
   34 Grace Crescent
   Oro-Medonte, Ontario
   L0K 2G1

(b) the Municipality at:
   Clerk, Township of Severn
   P.O. Box 159, 1024 Hurlwood Lane
   Orillia, Ontario
   L3V 6J3

or such other address of which the parties have notified the other in writing, and any such notice mailed, delivered or sent by facsimile transmission shall be deemed good and sufficient notice under the terms of this Agreement.

6. Registration of Agreement
The Owner hereby consents to the registration of this Agreement, together with any schedules hereto, upon the title to the Lands. The Owner agrees to pay to the Municipality the cost of registration of this Agreement, as well as any further costs incurred by the Municipality as a result of the registration of any other documents pertaining to this Agreement.

7. Termination of Agreement
If the development proposed by this Agreement is not commenced within one (1) year from the date of the execution of this Agreement, the Municipality may, at its sole option and on thirty (30) days' notice to the Owner, declare this Agreement null and void and of no further force or effect and the Owner shall not be entitled to any refund of fees, levies or other charges paid by the Owner pursuant to this Agreement.

8. Enforcement
The Owner acknowledges that the Municipality, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with s. 446 of the Municipal Act, 2001.
9. Successors and Assigns
This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the following dates:

By the Municipality on the _____ day of ____________________, 2019.

THE CORPORATION OF THE TOWNSHIP OF SEVERN

________________________________________
Sharon R. Goerke
Clerk

“I have authority to bind the corporation”

By the Owner on the _____ day of ____________________, 2019.

848635 ONTARIO LIMITED

________________________________________
Per:

“I have authority to bind the corporation”

RC STORAGE INCORPORATED

________________________________________
Per:

“I have authority to bind the corporation”
Legal Description:
PIN 58577-0121 (LT) being:
Part Lot 2, Concession 6, geographic Township of South Orillia, now in the Township of Severn, County of Simcoe, designated as Part 4, Plan 51R-35569, together with right of way as in Instrument No. RO567249.

Municipal Address:
7871 Provincial Highway 11 North
Schedule “B”
APPROVED PLANS AND DRAWINGS

The Owner covenants and agrees to construct all buildings, structures, works, services and facilities required under this Agreement in accordance with the below-referenced municipally-approved plans and drawings:

4.1 SITE PLAN
Identified as Drawing No.: SP-1
Prepared by: C.C. Tatham & Associates Ltd.
Dated: August, 2011; Revised May, 2012

4.2 SITE GRADING PLAN
Identified as Drawing No.: SG-1
Prepared by: C.C. Tatham & Associates Ltd.
Dated: June, 2011; Revised May, 2012

4.3 REVISED DRAINAGE AND STORMWATER MANAGEMENT DESIGN BRIEF
Identified as File No.: 311801
Prepared by: C.C. Tatham & Associates Ltd.
Certified by: T.C. Collingwood, P. Eng
Dated: March 19, 2012
Schedule “C”
CONDITIONS OF SITE PLAN APPROVAL

The Owner covenants and agrees as follows:

1. That lighting fixtures designed to provide exterior illumination shall be installed with the light directed or deflected away from adjacent lots and from Highway 11 and in such a matter as to not confuse or distract persons driving vehicles on such streets, with such lighting to be directed downward.

2. That the fences as shown on the Site Plan shall be constructed in a good and workmanlike manner and shall be maintained by the Owner at the Owner's expense.

3. All signs shall be in accordance with the Township Sign By-law and/or Province of Ontario sign regulations and designed as an integral element of the site layout and/or building design that does not dominate the overall development character.

4. Site and building services and utilities such as waste storage facilities, loading, air handling equipment, hydro transformers and metering equipment shall be located away from and/or screened from public streets and adjacent residential areas in order to buffer their visual and operational effects.

5. At least four (4) of the storage units immediately adjacent to the Barrier Free parking space as shown on the Site Plan shall be constructed in such a manner as to provide barrier-free access to the units. This shall include, but not be limited to, a gradient of not more than 1/12 and no thresholds or mouldings that would restrict or inhibit handicap access.

6. Garbage facilities shall be provided and maintained by the Owner at the Owner's expense.
SCHEDULE "D"

FINANCIAL PAYMENTS

1. Legal Deposit $ 500.00
2. Planning Process Fee: $ 500.00
3. Security Deposit $ 2,000.00

TOTAL PAYABLE ON EXECUTION OF AGREEMENT: $ 3,000.00 (Paid)
THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY
To: Mayor Burkett and Planning & Development Committee

From: Andrea Woodrow, Director of Planning and Development

Date: August 28, 2019

Subject: Zoning By-law Amendment Application Z-19-06 (Housekeeping)
Capreit Apartments Inc.
1320 J V Parkway (Silver Creek Estates)

REPORT HIGHLIGHTS

- To rezone 1320 J V Parkway from the Mobile Home Residential Exception One (MHR-1) Zone to the Mobile Home Residential (MHR) Zone.
- The proposed Zoning By-law Amendment is considered a "Housekeeping Amendment" to correct an error made during the consolidation of the former Township of Orillia Zoning By-law 1993-50 to the Township of Severn’s Comprehensive Zoning By-law 2010-65.
- The proposed Housekeeping Zoning By-law Amendment for lands currently designated and zoned for the existing Silver Creek Estates Mobile Home use does not offend the policies of the Provincial Policy Statement, 2014, A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019, and the Township of Severn Official Plan (as approved by the OMB in 2010).

RECOMMENDATION

THAT Planning Report No. P19-040, dated August 28, 2019, with respect to a proposed Zoning By-law Amendment (File No. Z-19-06) for 1320 J V Parkway be received;

AND FURTHER THAT a draft Zoning By-law Amendment be presented to Council for consideration at the next available meeting, subject to comments received prior to Council’s consideration of the Zoning By-law Amendment, including additional submissions from the Planning & Development Committee, members of the public, circulated agencies, and Township departments.

BACKGROUND

County Official Plan: Defers to Township's South of Division Road Secondary Plan (per Section 3.7.13)
Township Official Plan: South of Division Road Secondary Plan
• Land Use Plan – "Mobile Home Residential"
Township Zoning: Mobile Home Residential Exception One (MHR-1)
Legal Description: Part Lot 1, Concession 6, being Parts 1 to 4 on 51R-29100 & Part 1 on 51R-32305, geographic Township of North Orillia.
Municipal Address: 1320 J V Parkway (Attachment 1).

The subject property located at 1320 J V Parkway is approximately 36 hectares (89 acres) in size with approximately 473 metres (1,552 feet) of frontage on Carlyon Line, just south of Division Road. The property is developed with existing Mobile Homes, a private sewage disposal system and a restaurant, together with some undeveloped areas, as evident on the Simcoe County Air Imagery from the Spring of 2016 (Attachment 2).

In August of 2010, Council passed a new Comprehensive Zoning By-law No. 2010-65. The By-law replaced the individual Zoning By-laws of the former Townships of Orillia, Medonte, Matchedash, Tay and the Village of Coldwater. It appears from Schedule B2 that under the former Township of Orillia Zoning By-law No. 1993-50, the subject property was zoned Mobile Home Park (MHP) as depicted in Attachment 3.

Under the current Zoning By-law 2010-65, the subject property is zoned Mobile Home Residential Exception One (MHR-1). This exception specifically restricts the maximum number of Mobile Home sites on the property to 10 and imposes a rear yard requirement of 14 metres for sites 143 to 151.

When the property owner recently inquired with the Township about potential expansion opportunities, the MHR-1 Zone was reviewed and it was determined that the provisions did not seem reasonable given the subject property is currently developed with more than 10 sites, and the site numbers within the MHR-1 Zone provisions did not correspond with those of Silver Creek Estates.

Upon further review and investigation by staff, it was determined that under the former Township of Orillia Zoning By-law 1993-50, a Mobile Home Park Exception One (MHP-1) Zone contained similar provisions to that of the current MHR-1 Zone; however, the former MHP-1 Zone actually applied to a different property than Silver Creek, being a property that is now located outside of the Severn municipal boundary.

It is the opinion of staff that the MHR-1 Zone was inadvertently applied to the Silver Creek Estates property in error, thereby implementing additional and unnecessary restrictions on future development. Therefore, a Housekeeping Amendment is an appropriate tool to remove the exception restrictions from the subject lands.

The purpose and effect of the proposed Housekeeping Zoning By-law Amendment application is to amend Zoning By-law No. 2010-65, as amended, as follows:
1. To rezone the lands at 1320 J V Parkway from the Mobile Home Residential Exception One (MHR-1) Zone to the Mobile Home Residential Zone (MHR) to reinstate the previous permissions.
2. To delete the MHR-1 provisions from Table 6.5.10.
ANALYSIS

The Township's Corporate Policy Manual contains provisions for the correction of mapping errors in the Zoning By-law:

24-12  **Housekeeping Amendments to General Zoning By-law**

*That staff be authorized to initiate housekeeping amendments to the Zoning By-law related to map schedule corrections on an as-needed basis.*

24-15  **Zoning By-law Amendments – Mapping Corrections**

*That each property owner be required to submit an application for a Zoning By-law Amendment for mapping errors and the application fees be waived for future applications intended to correct mapping errors and/or restore a previously existing zoning where it appears to have been inadvertently replaced by a less appropriate category.*

The proposed Housekeeping Zoning By-law Amendment to reinstate previous zoning permissions on lands currently designated and zoned for the existing Mobile Home park use does not offend the policies of:

- Provincial Policy Statement, 2014 (the “PPS”)
- A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019 (“GPGGH”)
- Township of Severn Official Plan (as approved by the OMB in 2010)

Any future expansion of the Silver Creek Estates will be subject to detailed Site Plan Approval, and possibly a subsequent Zoning By-law Amendment, during which time the development will be analyzed further under the policy documents noted above.

Planning & Development Department staff are supportive of the draft Zoning By-law Amendment subject to comments received prior to Council's consideration of the Zoning By-law Amendment, including additional submissions from the Planning Committee, members of the public, circulated agencies, and Township departments.

A draft by-law is attached as Attachment 4 for Committee's consideration.

FINANCIAL CONSIDERATION

There are no costs to the applicant under policies 24-12 and 24-15 in the Corporate Policy Manual with respect to the subject proposed Zoning By-law Amendment.

REPORT SUPPORTED BY:

Strategic Plan

☐Fiscal Responsibility    ☐Maintain & Enhance Infrastructure
☐Communications           ☐Community Development
☒Service Excellence       ☐Does Not Impact Strategic Plan
RELEVANT BACKGROUND REPORT:
N/A

Respectfully submitted by: Andrea Woodrow, BSc (Hons), MES, RPP, MCIP - Director of Planning and Development

Reviewed By:

☑️ Laurie Kennard, CPA, CA - Chief Administrative Officer

Attachments:
1. Key Map
2. Simcoe County Air Imagery from the Spring of 2016
3. Township of Orillia Zoning By-law 1993-50, Schedule B2 Excerpt
4. Draft Zoning By-law Amendment
Attachment 3 – Township of Orillia Zoning By-law 1993-50, Schedule B2 Excerpt
THE CORPORATION OF THE TOWNSHIP OF SEVERN

BY-LAW NO. 2019-XX

BEING A ZONING BY-LAW TO REGULATE THE USE OF LAND AND THE CHARACTER, LOCATION AND USE OF BUILDINGS OR STRUCTURES ON CERTAIN LANDS DESCRIBED AS SOUTH PART LOT 6, CONCESSION 1, BEING PARTS 1 TO 4 ON 51R-29100 AND PART 1 ON 51R-32305, GEOGRAPHIC TOWNSHIP OF SOUTH ORILLIA, NOW IN THE TOWNSHIP OF SEVERN (1320 J V Parkway)

WHEREAS the matters hereinafter set out comply with the Official Plan in effect for the Township of Severn;

AND WHEREAS the Council of the Corporation of the Township of Severn deems it advisable to amend the provisions of Zoning By-law No. 2010-65, as otherwise amended, as they apply to those lands described as South Part Lot 6, Concession 1, being Parts 1 to 4 on 51R-29100 and Part 1 on 51R-32305, Geographic Township of South Orillia, now in the Township of Severn, municipally known as 1320 J V Parkway;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SEVERN HEREBY ENACTS AS FOLLOWS:

1. THAT Schedules “S-9-1” and “S-9-2" of Zoning By-law No. 2010-65, as otherwise amended, is hereby amended by changing the Zone Classification on certain lands described as South Part Lot 6, Concession 1, being Parts 1 to 4 on 51R-29100 and Part 1 on 51R-32305, Geographic Township of South Orillia, municipally known as 1320 J V Parkway, from the Mobile Home Residential Exception One (MHR-1) Zone to the Mobile Home Residential (MHR) Zone, in accordance with Schedule "1" attached hereto and forming part of this By-law.

2. THAT Section 6.5.10 entitled “Exceptions to Mobile Home Residential (MHR) Zone" of Zoning By-law No. 2010-65, as amended, is hereby further amended by removing the Table and replacing it with “Nil”.

3. THAT Zoning By-law No. 2010-65, as otherwise amended, is hereby amended to give effect to the foregoing, but Zoning By-law No. 2010-65, as otherwise amended, shall in all other respects remain in full force and effect save as same may be otherwise amended or herein dealt with.
4. THAT subject to the provisions of the *Planning Act*, R.S.O. 1990, as amended, this By-law shall come into force on the date it is passed by the Council of the Corporation of the Township of Severn.

By-law read a first and second time this day of , 2019.

By-law read a third time and finally passed this day of , 2019.

CORPORATION OF THE TOWNSHIP OF SEVERN

_________________________
MAYOR

_________________________
CLERK
SCHEDULE "1"

SOUTH PART LOT 6, CONCESSION 1, BEING PARTS 1 TO 4 ON 51R-29100 AND PART 1 ON 51R-32305 GEOGRAPHIC TOWNSHIP OF SOUTH ORILLIA. (1320 J V PARKWAY)

Lands proposed to be rezoned from the Mobile Home Residential Exception One (MHR-1) Zone to the Mobile Home Residential (MHR) Zone.

This is Schedule '1' to By-law No. 2019-XX Passed the day of , 2019

______________________________
MAYOR

______________________________
CLERK
To: Mayor Burkett and Planning & Development Committee
From: Andrea Woodrow, Director of Planning & Development
Date: August 28, 2019
Subject: Site Plan Agreement
4260 Burnside Line (Cavana Spa)

REPORT HIGHLIGHTS
- Draft Site Plan drawings and a Draft Site Plan Agreement are now complete to permit a Spa Complex at 4260 Burnside Line.
- Site Plan Approval facilitates improvements to the existing developed site including additions to the existing building with a new elevator, lot grading/stormwater management, improved site access and a second septic system.

RECOMMENDATION

THAT Planning Report No. P19-041, dated August 28, 2019, with respect to a Site Plan Control Agreement for 4260 Burnside Line (Cavana Spa) be received;

AND FURTHER THAT once the required conditions have been met, the Township Clerk be authorized to execute on behalf of the Township the Site Plan Control Agreement between The Corporation of the Township of Severn and the property owners of 2293560 Ontario Inc., that is in substantial conformity with the draft Site Plan Control Agreement included as Attachment 4 to Planning Report No. P19-041.

BACKGROUND

The subject property is located on the west side of Burnside Line, north of Hurlwood Lane/Brodie Drive. It is approximately 1.6 hectares (4 acres) in size with approximately 120 metres (804 feet) of frontage on Burnside Line (Attachment 1). The land is presently occupied by a vacant, two-storey building with a paved parking area, which was a former municipal office building and more recently a water-testing laboratory (Attachment 2).

In November 2018, Council approved a site-specific Zoning By-law Amendment to add additional permitted uses for the underutilized site, including the current proposed Spa Complex. Services to be offered include hair cutting, colouring and styling, pedicures and manicures, facial and body treatments, and anti-aging treatments.
ANALYSIS

The Site Plan Approval process has addressed the following corresponding improvements to the property to facilitate the proposed Spa Complex:

- two new additions to the existing building:
  - a one-storey front entrance vestibule and a two-storey elevator/stairwell
- addition of a balcony at the rear of the building
- installation of a second sewage system (i.e. septic)
- additional landscaping (already installed)
- improved lot grading and stormwater management
- site vehicular access improvements, including closure of the northerly driveway entrance
- road widening conveyance to the Township

A Draft Site Plan is included as Attachment 3, and a Draft Site Plan Agreement is included as Attachment 4.

FINANCIAL CONSIDERATION

There is no financial impact to the Township as all associated costs will be paid by the proponent. Securities and deposits are provided to the Township as a condition of the Township’s execution of the Site Plan Agreement to ensure compliance with the approved plans and development requirements.

REPORT SUPPORTED BY:

Strategic Plan

☐ Fiscal Responsibility  ☑ Maintain & Enhance Infrastructure
☐ Communications  ☐ Community Development
☒ Service Excellence  ☐ Does Not Impact Strategic Plan

RELEVANT BACKGROUND REPORT:

N/A

Respectfully submitted by: Andrea Woodrow, BSc (Hons), MES, RPP, MCIP - Director of Planning & Development

Reviewed By:

☒ Andrew Plunkett, CPA, CA, LLB - Director of Corporate Services/Treasurer

Attachments:
1. Key Map
2. Simcoe County Air Imagery from the Spring of 2016
3. Draft Site Plan and Landscaping Plan (excerpt)
4. Draft Site Plan Agreement
July 30/19

SITE PLAN AGREEMENT

THIS AGREEMENT made on the _day_of_ _date_, 2019

BETWEEN:

2293560 ONTARIO INC.

Hereinafter called the “Developer”

OF THE FIRST PART

AND

THE CORPORATION OF THE
TOWNSHIP OF SEVERN

Hereinafter called the “Municipality”

OF THE SECOND PART

WHEREAS the lands affected by this Agreement are the lands described in Schedule “A” hereto annexed, and are also shown on a Site Plan attached hereto as Schedule “B” (the “Site Plan”), which lands are collectively referred to herein as the “said lands”;

AND WHEREAS the Developer proposes to convert the existing commercial building on the said lands to a spa complex and make certain additions to the existing building;

AND WHEREAS as a condition of Site Plan Approval, the Municipality requires the Developer to enter into this Agreement under the authority granted to it pursuant to Section 41 of the Planning Act, R.S.O. 1990, c. P.13, as amended;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and for other good and valuable consideration and the sum of Two Dollars ($2.00) of lawful money of Canada now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged), the parties hereto covenant and agree with one another as follows:

PART - 1

THE LANDS, PLANS AND REPRESENTATIONS

1. SCOPE OF AGREEMENT

1.1 Conformity with Agreement - The Developer covenants and agrees that no work shall be performed on the said lands except in conformity with:

(a) the provisions of this Agreement, including the schedules hereinafter referred to and attached hereto;

(b) the Site Plan;

(c) the Plans, Reports and Specifications submitted to and accepted by the Municipality as being within its design criteria, including but not limited to those plans, reports and specifications set out in Schedule “E” hereto, all of which may be hereinafter collectively referred to as the “Approved Plans”;

1 | Page
(d) all applicable Municipal By-laws including any applicable Site Plan Control By-laws;

(e) all applicable Provincial and Federal Legislation.

1.2 Reliance upon Representations - The Developer acknowledges that:

(a) it has made representations to the Municipality that it will complete all municipal and other works required herein in accordance with the Plans filed and accepted by the Municipality and others, and;

(b) the Municipality has entered into this Agreement in reliance upon these representations.

1.3 Schedules Attached - The following schedules are attached to, and form part of, this Agreement:

- Schedule "A" - Description of Lands
- Schedule "B" - Site Plan
- Schedule "C" - Cash Deposits, Development Charges and Security
- Schedule "D" - Work Cost Estimates
- Schedule "E" - Approved Plans
- Schedule "F" - Lands Conveyed to the Municipality

2. DEVELOPMENT CHANGES

2.1 There shall be no changes in the Schedules attached hereto, or to any plan accepted by the Municipality, or others, unless such proposed changes have been submitted to, and accepted by, the Municipality.

2.2 The Developer acknowledges that if any approvals required under this Agreement are obtained subsequent to the execution of this Agreement the Municipality may require the Developer to enter into an Amending Agreement to incorporate any conditions, changes or requirements relating to such approvals. In such event no further work shall be carried out contrary to such approvals until the Amending Agreement is registered on title to the said lands.

PART - 2
SIGNING BY MUNICIPALITY - CONDITIONS PRECEDENT

3. CONDITIONS PRIOR TO THE EXECUTION OF THE AGREEMENT BY THE MUNICIPALITY

3.1 Prior to the execution of this Agreement by the Municipality, the Developer shall:

(a) Taxes - have paid all municipal tax bills issued and outstanding on the said lands;

(b) Postponement of Mortgage/Charge - have filed with the Municipal Solicitor for his approval, a Postponement of Mortgage/Charge as required to give this Agreement first priority;

(c) Road Widening Lands – have provided to the Municipal Solicitor a Transfer of the lands described in Schedule “F” attached to the Township for road widening purposes and a Discharge of any mortgage or other encumbrance registered against the said road widening lands;
(d) **Cash Deposits and Security** - have paid to the Municipality all cash deposits and security required by Schedule "C" attached;

(e) **Construction/Engineering Plans & Specifications** - have supplied to the Municipality those plans and specifications necessary to identify the construction/engineering aspects of the proposed development and have received, from the Municipality, an acknowledgement of conformity with general design concepts of the Municipality;

(f) **Landscape Plans & Specifications** - have supplied to the Municipality those plans and specifications necessary to identify the landscaping aspects of the proposed development and have received, from the Municipality, an acknowledgement of conformity with the requirements of the Municipality;

(g) **Consulting Engineer’s Letter** - have filed with the Municipality a letter from the Developer’s Consulting Engineer, Tatham Engineering, confirming the terms of its retainer, which letter shall be in accordance with the draft form provided by the Municipality and which shall include certification of landscaping;

(h) **Land Ownership** - be the registered owner in fee simple of the lands described in Schedule "A" subject only to those encumbrances for which a postponement of interest has been provided.

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**PART 3
INTERNAL SERVICES**

4. **INTERNAL SERVICES TO BE CONSTRUCTED BY DEVELOPER**

4.1 The Developer will construct, at its expense, the hereinafter required Internal Services, in accordance with the Approved Plans and to the standards and specifications required by the Municipality and all applicable government agencies under the direction and supervision of a practising professional Engineer retained by the Developer, who will certify construction to the satisfaction of the Municipal Engineer. The Internal Services to be constructed include the following:

(a) **Erosion and Sedimentation Control Works** – in accordance with the Removals Plan And Grading Plan;

(b) **Access to the Said Lands** – removal of existing northerly entrance to the said lands from Burnside Line and construction of an internal gravel driveway to connect with an existing gravel driveway on the said lands to access the rear of the said lands;

(c) **Private Sewage System** – improvements to the existing private sewage system to facilitate the re-development of the said lands including the installation of a second filter bed/contact area/loading area, a new septic tank, a new forcemain, and the conversion of the existing septic tank to a pump chamber with equalization storage;

(d) **Paving and Signage** – including granular base, asphalt paving and signage of fire access route;

(e) **Landscaping** – including all plantings, grading, sodding and seeding;
(f) Storm Swale – storm swale and surface drainage outlet around the north side of the building addition;

(g) Lighting – any new lighting added to the said lands shall be dark sky compliant with all beams directed to the ground surface.

4.2 The Developer agrees to maintain, repair and when necessary replace the Internal Services so that they will at all times be in good working order and in conformity with the terms of this Agreement. If, in the opinion of the Municipality, the Developer is not complying with the terms of this paragraph then the Municipality, its servants, agents or subcontractors shall have the right to enter upon the said lands and carry out any work, at the expense of the Developer, necessary to maintain, repair or if necessary replace the said Internal Services.

4.3 The Developer acknowledges and agrees that any approval of the Internal Services by the Municipality pursuant to this Agreement is for the purpose only of confirming their satisfactory completion and is not an assumption of such services by the Municipality. The Developer shall at all times both before and after approval own and be responsible for such Internal Services.

5. "AS CONSTRUCTED DRAWINGS" - INTERNAL SERVICES

5.1 Intentionally deleted.

PART 4
BUILDING PERMITS

6. BUILDING PERMITS - CONDITIONS PRIOR TO ISSUANCE

6.1 Eligibility for Building Permits - the Developer further covenants and agrees that it, or any person claiming title through or from it, or under its or their authority, will not require or obtain, one or more Building Permits to construct buildings on the said lands until the following have been complied with:

(a) By-laws, etc. - there is compliance with the Municipality's building by-law, its site plan control bylaw, and the provisions of this Agreement; and

(b) Execution of Agreement - this Site Plan Agreement has been executed by the Municipality, and the Agreement has been registered against title to the said lands.

(c) Development Charges - upon applying for a Building Permit and prior to the issuance thereof the Developer shall submit payment by certified cheque or bank draft of the appropriate development charges relating to the proposed development.

(d) On-Site Water Supply System – upon applying for a Building Permit and prior to the issuance thereof the Developer shall provide confirmation that a new on-site water supply system (e.g. dry hydrant and tanks) is not required to the satisfaction of the Chief Building Official. If a new on-site water supply system is necessary, an amendment to this Agreement will be required.

6.2 Documentation to Accompany the Building Permit Application - in addition to any requirements of a complete application as specified in the Ontario
Building Code, or the Municipality’s Building By-law, on any application for a Building Permit, and prior to the issuance thereof, the owner, or his agent, shall submit the following to the Municipality for the approval of the Municipal Engineer and/or the Chief Building Official:

(a) Architectural and/or engineering Plans and Specifications with respect to the following aspects of this Project:
   1) architectural plans,
   2) structural plans,
   3) mechanical/electrical plans,
   4) culverts or curb cuts,
   5) exterior finish,
   6) traffic signs,
   7) a complete electrical distribution system including transformers,
   8) parking and internal traffic patterns,
   9) a plan showing existing and proposed final elevations and contours referring to a geodetic bench mark, showing area drainage, right-of-way drainage, finished first floor elevations, and
   10) on-site servicing layout for private sanitary sewage disposal.

(b) Elevation of Excavations and Bench Marks - prior to pouring any concrete for footings or foundation walls, the Developer and/or owner of the subject lands shall engage the services of a registered professional engineer or an Ontario Land Surveyor:
   1) to establish a solid bench mark in a convenient and protected location with the proposed elevation of the top of the foundation wall clearly marked thereon; and
   2) to confirm in writing with the Chief Building Official that the finished excavation for the proposed building addition is at an appropriate elevation which will permit the building to be constructed and graded in accordance with plans accepted by the Municipality.

PART 5
GENERAL PROVISIONS

7. CONSTRUCTION, COMMENCEMENT AND COMPLETION

7.1 The Developer agrees to commence construction of the Internal Services set out in Paragraph 4.1 (a) to (d) within 6 months from the date of the registration of this Agreement and to complete all of such Internal Services within 18 months from the date of the registration of this Agreement.

7.2 If the said Internal Services to be constructed by the Developer are not commenced within the above timeframe or are not completed and accepted by the Municipality within the above timeframe the Municipality may either:

(a) give notice to the Developer to stop work on the said services and to provide that no further work shall be done with respect to such services until an extension or Amending Agreement, incorporating the standards, specifications and financial requirements of the Municipality, in effect as of that date, is executed by all parties; or
(b) give notice to the Developer to stop work on the services and inform the Developer that the Municipality proposes to realize on its security and proceed with all or part of the construction in accordance with the provisions of the plans filed with the Municipality.

8. CASH DEPOSITS, DEVELOPMENT CHARGES AND SECURITY

8.1 The Developer shall lodge with the Municipality, those cash deposits, development charges and security more particularly described in Schedule “C”, and at the dates specified therein.

9. EXPENSES TO BE PAID BY THE DEVELOPER

9.1 Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words “at the expense of the Developer” unless the context otherwise requires.

9.2 The Developer specifically agrees to be responsible for any costs, expenses and obligations arising from any permits or approvals which the Developer is required to obtain in order to construct the proposed development.

9.3 The Developer shall pay such reasonable fees as may be invoiced to the Municipality by its Solicitor and its Municipal Engineer (excluding any Township employees) in connection with all work to be performed in connection with the finalization of this Agreement and arising out of this Agreement.

9.4 The Developer specifically acknowledges that the Chief Building Official of the Municipality will require the services of an Engineer to review Plans and perform inspections with respect to the Internal Services.

9.5 In the event that the expenses of the Municipality exceed the amount of the cash deposits or security set out in Schedule “C” attached, the Developer shall pay such excess charges within 30 days after demand by the Municipality to the Developer and any lender to the Developer who has given to the Municipality a written request for notice of such demand.

9.6 All expenses for which demand for payment has been made by the Municipality, shall bear interest at the rate of 15% per annum commencing 30 days after demand is made.

10. INSURANCE CERTIFICATE AND POLICY

10.1 Policy of Insurance – The Developer shall lodge with the Municipality, prior to the issuance of a Building Permit or carrying out any work with respect to Internal Services, an insurance certificate with an Insurance Company satisfactory to the Municipality, (the approval of which shall not be unreasonably withheld or delayed), and insuring for the joint benefit of the Developer and the Municipality, against any liability that may arise out of the construction or installation of any work to be performed pursuant to this Agreement and for a period of one year after completion and acceptance of the Internal Services to be constructed by the Developer as required herein.

10.2 Comprehensive General Liability – Such policy shall carry limits of liability in the amount to be specified by the Municipality, but in no event shall it be less than $5,000,000.00 inclusive comprehensive general liability and such policy shall:
(a) contain a cross-liability clause;
(b) contain product/completed operation coverage;
(c) not have an exclusion pertaining to blasting, provided that any blasting required to be done shall be done by an independent contractor duly qualified to do such work;
(d) include the following names as insureds:

THE CORPORATION OF THE TOWNSHIP OF SEVERN

(e) contain a provision that the insurance company agrees to notify the Municipality 15 days prior to any cancellation of the said insurance policy.

10.3 Certificate of Coverage — Any certificate of coverage filed with the Municipal solicitor shall specifically contain confirmation that the coverage as specified in (a), (b), (c), (d) and (e) above is in effect.

10.4 Confirmation of Premium Payment - The Developer shall, from time to time as required by the Municipality, provide confirmation that all premiums on such policy or policies of insurance have been paid, and that the insurance is in full force and effect. The Developer shall file a copy of the policy with the Municipality, if required.

10.5 Claim in Excess of Policy Limits — The issuance of such policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, and for which it may be held responsible.

11. REGISTRATION OF SITE PLAN AGREEMENT

11.1 The Developer consents to the registration of this Agreement by the Municipality.

11.2 The Developer further agrees to execute such further and other Instruments and Documents as may reasonably be required by the solicitor for the Municipality for the purpose of giving priority of registration to this Site Plan Agreement.

12. EMERGENCY SITUATION

12.1 If, as a result of any work undertaken or not completed by the Developer, its servants, or agents, there exists in the opinion of the Municipal Engineer an emergency situation which requires immediate attention to avoid damage to private or public property, or services owned by the Municipality, such work may be done immediately by the Municipality at the expense of the Developer, but notice shall be given to the Developer at the earliest possible time. Securities held by the Municipality may be applied toward the costs incurred by the Municipality in the completion of such work.

13. ATTACHED SCHEDULES

13.1 It is agreed that everything included in this Agreement and the Schedules attached thereto, together with all engineering drawings, plans and undertakings filed by the Developer and accepted by the Municipality, or by any government agency shall be included in, and form part of, this Agreement.
14. **GARBAGE COLLECTION - PRIVATE SERVICE**

14.1 The Developer covenants and agrees to enter into a contract with a Garbage Collection contractor for garbage collection from the development on the said lands which contract shall take into account access to the said lands and provide convenient on-site pick-up locations.

14.2 The on-site locations shall be such as to keep out rodents, prevent paper from blowing about, and shall be fenced. Such garbage shall be deposited in those municipal dumping areas as may be designated by the Municipality for this purpose.

15. **LANDSCAPING, INSTALLATION AND MAINTENANCE**

15.1 The Developer shall complete the landscape works as shown on the approved Plans within 24 months from the date of the registration of this Agreement. The Municipality’s Director of Planning & Development may grant time extensions, in writing, if the Developer demonstrates that the landscaping cannot be successfully installed immediately following the construction of the other internal services, because construction took place during a non-planting season (i.e. winter or mid-summer). The Developer shall thereafter maintain the landscape works in accordance with the terms of Paragraph 4.2 of this Agreement.

15.2 The Developer shall provide a Letter of Credit as security to be held by the Municipality until such time as the landscape works are fully completed, inspected and approved, in the amount set out in Schedule “C” hereto.

15.3 Notwithstanding any other provision to the contrary contained in this Agreement, the Developer may apply to the Director of Planning & Development for the release of the security held for landscaping; however, landscape inspections conducted by the Municipality related to the potential release of any landscaping security shall not occur prior to the 1st day of June of the year following the date of the completion of the plantings. All works, including the date of planting/installation, are to be certified by the Consulting Engineer.

15.4 Any release of security pursuant to the preceding Paragraph 15.3 will require the same information as set out in Paragraph 22 of this Agreement with respect to other Internal Services.

16. **INDEMNIFICATION FROM LIABILITY AND RELEASE**

16.1 The Developer covenants and agrees with the Municipality, on behalf of itself, its successors and assigns, to indemnify and save harmless the Municipality, its officers, employees and agents from and against any and all actions, suits, claims and demands of every nature and type whatsoever that may arise either directly or indirectly by reason of any work performed by the Developer or on his behalf in connection with the carrying out of the provisions of this Agreement, or by reason of the Developer's failure to perform any of the works required hereunder.

16.2 The Developer further covenants and agrees to release and forever discharge the Municipality, its officers, employees and agents from and against all actions, suits, claims and demands of every nature and type whatsoever that may arise as a result of the failure of the Municipality to carry out any of its obligations under this Agreement, or, as a result of the Municipality performing any municipal work on the said lands or the adjacent properties which may damage or interfere with the works of the Developer, or, as a result of the Municipality entering upon the said lands
for the purpose of correcting any default of the Developer, provided that any personal injury or property damage was not caused as a result of negligence on the part of the Municipality, its officers, employees or agents.

17. MODIFICATION OF SERVICES

17.1 If at any time and from time to time during the construction of the development the Municipal Engineer, in his sole discretion, is of the opinion that a modification of design of any services required to be installed under the provisions of this Agreement is occasioned by site conditions, or is necessary to maintain the standard of any of the Internal Services related thereto the Developer shall, on reasonable notice, construct, install or perform such modifications of services as may be required.

18. ESTOPPEL OF DEVELOPER

18.1 The Developer agrees to not call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Developer in any such proceedings.

PART 6
LETTERS OF CREDIT, APPLICATION-REALIZATION

19. APPLICATIONS OF LETTER OF CREDIT AND SECURITY

19.1 Any Letter of Credit or security filed with the Municipality is based upon the estimated cost of completing the various matters prescribed by this Agreement. However, all Letters of Credit and Security received by the Municipality may be used as security for any item or any other matter which under the terms of this Agreement is the responsibility of the Developer.

20. DEFAULT - REALIZATION OF SECURITY OR DEPOSITS

20.1 Default - If, in the event of default of the Developer under any of the provisions of this Agreement, it becomes necessary for the Municipality to realize on its security or deposits, then the Municipality, its officers, employees and agents shall, if the Municipality so elects, have the right and privilege at all times, upon five (5) days prior notice in writing of its intention to the Developer, and any lender to the Developer who has given to the Municipality a written request for notice, except in cases of emergency, to enter upon the said lands for the purpose of repairing or completing any work or services required to be completed by the Developer under this Agreement.

20.2 Exceeding Cost Estimates - If the costs of completing such work or service, exceeds the amount of security held by the Municipality, such excess shall be paid by the Developer to the Municipality 30 days after invoicing by the Municipality. All overdue accounts shall bear interest at the rate of 15% per annum commencing 30 days after demand has been made.

20.3 Save Harmless - The Developer on behalf of itself, its successors and assigns agrees to indemnify and save harmless the Municipality from and against any and all claims, suits, actions and demands whatsoever which may arise either directly or indirectly by reason of any work or service
performed by the Municipality, its servants, agents or sub-contractors in order to complete or partially complete the work or services required to be completed under this Agreement, provided the subject matter of such action, suits, claims or demands was not caused as a result of negligence on the part of the Municipality, its officers, employees or agents.

20.4 Notice to Developer - Subject to Paragraph 12 herein the Municipality covenants and agrees that, if in the event of default of the Developer under any of the provisions of this Agreement, it becomes necessary for the Municipality to realize upon its security or deposits, the Municipality shall give the Developer five (5) days prior notice in writing of its intention to realize upon the security or deposits. In the event that the Developer fails to cure any default within the said five (5) day notice period, the Municipality shall be entitled to realize upon its security or deposits without further notice to the Developer in accordance with the provisions of this Agreement.

20.5 Other Remedies For Default - The rights of the Municipality pursuant to this paragraph are in addition to any other rights which the Municipality may have at law for default by the Developer under this Agreement.

21. LETTERS OF CREDIT - SURPLUS FUNDS

21.1 In the event that the Municipality cashes a Letter of Credit to complete or satisfy any works or obligations of the Developer pursuant to this Agreement, any surplus monies that remain after all such obligations are satisfied or completed shall be returned to the issuing financial institution for transmission to that party that took out the original Letters of Credit.

22. APPLICATION FOR RELEASE OF LETTERS OF CREDIT - ON COMPLETION OF INTERNAL SERVICES

22.1 On completion of construction of the Internal Services as set out in Paragraph 4.1 (a) to (e) of this Agreement the following procedures shall be taken before any release is made in the Letter of Credit:

(a) Letter of Request - the Developer shall file a letter of request with the Municipal Clerk;

(b) Consultant’s Certificate - accompanying the letter shall be a letter from the Developer’s Consulting Engineer confirming that the work required under this Agreement has been completed and is ready for final inspection;

(c) Warranty Against Defects - Security - the Municipality shall determine the security for the warranty against defects and this shall be filed with the Municipality pursuant to the provisions of Schedule “C”;

(d) Declaration as to Accounts - there shall be filed with the Municipality a Statutory Declaration that all accounts for labour, equipment, materials and plant payable in connection with the construction, installation and maintenance of the Internal Services, have been paid in full.

PART - 7
NOTICES/INTERPRETATION

23. NOTICES

23.1 Any Notice to be given by any party under this Agreement may be given by:
(a) personal service on the parties hereto, or
(b) prepaid first class mail addressed to the other party at their last known address which Notice shall be deemed to have been received 48 hours after mailing, or
(c) by telex or facsimile message to the other Party at their last known telecopier number which shall be deemed to have been received at the time of sending with confirmation of successful transmission.

24. **TIME OF THE ESSENCE**

24.1 The parties hereto agree that time shall be of the essence in this Agreement.

25. **INTERPRETATION**

PROVIDED the necessary grammatical changes required to make the provisions of this Agreement apply to corporations or individuals, males or females, singular or plural, in all cases will be assumed as though in each case fully expressed.

The term “Municipal Engineer” as used in this Agreement shall refer to the Engineer appointed by the Municipality for this development or any part thereof or any designated employee of the Municipality including the Chief Building Official.

And that all covenants, rights, advantages, privileges, immunities, powers and things hereby secured to the Municipality shall be equally secured to and exercisable by its successors and assigns as the case may be.

And that all covenants, liabilities and obligations entered into and imposed hereunder upon the Developer shall be equally binding upon his, her, its or their heirs, executors, administrators and assigns, or successors and assigns as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

THIS AGREEMENT shall enure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the following dates:

By the Developer on the ______ day of _________, 2019.

2293560 ONTARIO INC.

Per: __________________________
Name:
Office:
I have authority to bind the Corporation.

By the Municipality on the ______ day of _________, 2019.

THE CORPORATION OF THE TOWNSHIP OF SEVERN

Per: __________________________
Sharon Goeke, Clerk
I have authority to bind the Corporation.
SCHEDULE "A"

THIS IS A SCHEDULE "A" TO THE SITE PLAN AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF SEVERN AND 2293560 ONTARIO INC.

DESCRIPTION

PT LT 3 CON 4 SOUTH ORILLIA PT 1, 51R19811; SAVE AND EXCEPT PART 1 PLAN 51R41982; SEVERN. BEING PART OF PIN 58575-0017 (LT).
SCHEDULE "B"

THIS IS A SCHEDULE "B" TO THE SITE PLAN AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF SEVERN AND 22538560 ONTARIO INC.

SITE PLAN

The Site Plan and Landscape Plan prepared by Tatham Engineering, SP-1 dated March 2019, Revision 5 dated August 2019, is hereby incorporated by reference into this Agreement. A copy of this Site Plan may be viewed at the offices of the Municipality during regular business hours.
SCHEDULE "C"

THIS IS A SCHEDULE "C" TO THE SITE PLAN AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF SEVERN AND 2293560 ONTARIO INC.

CASH DEPOSITS, DEVELOPMENT CHARGES AND SECURITY

The Developer shall, on the dates specified herein, lodge with the Municipality the following described cash deposits, development charges and security.

1. TYPE OF SECURITY

Any security required to be filed under this Agreement, shall be by Letter of Credit valid for a period of 1 year with extension provisions and prepared in a form provided by the Municipality or by certified cheque. It shall be drawn on a Schedule I Chartered Bank of Canada and shall be for the amount hereafter set out.

2. REFUNDABLE DEPOSITS

a) Warranty Against Defects - Security

The Developer agrees to file a certified cheque or Letter of Credit in the amount or amounts hereinafter set out as a guarantee against any defects in the construction of the municipal entrance improvements and also as a guarantee of due compliance with all the provisions and obligations set out in this Agreement. The certified cheque or Letter of Credit shall be deposited with and retained by the Municipality for the periods set out below after acceptance of the Internal Services in respect of which the warranty applies.

3. INTEREST EARNED

Any interest earned on deposits or on security cashed by the Municipality shall be added to such security and accounted for pursuant to the terms of this Agreement.

4. CASH DEPOSITS - FOR THE MUNICIPALITY

The following cash deposits are estimates only and are to be paid to the Municipality prior to the execution of this Agreement by the Municipality. In the event that the actual costs incurred by the Municipality exceed the deposits, such excess shall be invoiced to the Developer and be due and payable 30 days after demand:

SECTION A - LEGAL AND ENGINEERING DEPOSIT

(a) Initial legal and engineering deposit of $7,500.00

SECTION B - DEVELOPMENT CHARGES

(a) Commercial development charges will be payable prior to issuance of a building permit in accordance with the Municipality's Development Charge By-law, the County of Simcoe's Development Charge By-law and the School Boards' Development Charges then in effect.
5. **SECURITY SUMMARY - TO THE MUNICIPALITY**

(a) For Internal Services as set out in Paragraph 4.1 $21,776.70

6. **SECURITY FOR WARRANTY PERIOD**
   (to be deposited on acceptance of services)

(a) For Municipal Entrance Improvements $7,500.00 (inc. HST & contingency)
   (to be held for one year following acceptance by Municipality)

(b) Landscaping $900.00 (inc. HST & contingency)
   (to be held until on-site construction has been completed and accepted by Municipality)

7. **ADDITIONS TO SECURITY**

The parties hereto agree that in the event that the Contract price for the services set out in Schedule "C" attached, is greater by 10% than the estimates in the said Schedules, then the security provided for above shall be increased to an amount equal to the tendered contract price.
# SCHEDULE "D"

THIS IS A SCHEDULE "D" TO THE SITE PLAN AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF SEVERN AND 2293560 ONTARIO INC.

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SCHEDULE "E"

THIS IS A SCHEDULE "E" TO THE SITE PLAN AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF SEVERN AND 2293560 ONTARIO INC.

APPROVED PLANS

The following plans prepared by Tatham Engineering are hereby incorporated by reference and form a part of this Agreement. A copy of these Plans may be viewed at the offices of the Municipality during regular business hours.

1. Site Plan and Landscape Plan – as referred to in Schedule "B" to this Agreement.

SCHEDULE "F"

THIS IS A SCHEDULE "F" TO THE SITE PLAN AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF SEVERN AND 2293560 ONTARIO INC.

LANDS CONVEYED TO MUNICIPALITY

1. The Developer shall convey to the Municipality Part of Lot 3, Concession 4 (Geographic Township of Orillia, Southern Division), now in the Township of Severn, County of Simcoe, designated as Part 1, Plan 51R-41982 for road widening purposes.
Good morning Brad,

I do not have any comments or issues with either of these Zoning By law Amendments.

Jeff Andross
Building/Septic Inspector
Township of Severn
THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY
Brad,

The Fire Department do not have any concerns with the proposed Zoning By-law Amendments.

Thanks

Tim Cranney
Severn Fire
THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY
Thanks Brad,

I do not have any Drinking Water Source Protection comments to submit.

Melissa Carruthers
Risk Management Official / Risk Management Inspector

Severn Sound Environmental Association
489 Finlayson St, P.O. Box 460, Port McNicoll, ON L0K 1R0
P (705) 534-7283 ext. 205 / Fax (705) 534-7459
MCarruthers@severnsound.ca | www.severnsound.ca | @SSPnow

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Thanks

Tim Cranney
Severn Fire
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Thanks Brad,

I do not have any Drinking Water Source Protection comments to submit.

Have a great weekend!

Melissa Carruthers
Risk Management Official / Risk Management Inspector

Severn Sound Environmental Association
489 Finlayson St, P.O. Box 460, Port McNicoll, ON L0K 1R0
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