

Q9

planning
+ design

Committee of Adjustment

APR 01 2025

City of Ottawa

PLANNING RATIONALE

COMMITTEE OF ADJUSTMENT APPLICATION
SUBJECT SITE: 1981 CENTURY ROAD



SL
LAWRENCE
ARCHITECT
INCORPORATED

REPORT DATE: MARCH 23 2025 REVISION: 1
REPORT PREPARED FOR: BRUNSTAD CHRISTIAN CHURCH
PREPARED BY: Q9 PLANNING + DESIGN INC.

Prepared by:

Christine McCuaig, MCIP RPP

www.q9planning.com

Ottawa, ON

P : +613-850-8345

E: christine@q9planning.com

This Planning Rationale is prepared in support of a Minor Variance and Permission Application for the proposed development at 1981 Century Road.

SUMMARY

Q9 Planning + Design has been retained by 2355335 Ontario Inc / Arrow Property Services to prepare a Planning Rationale in support of the requested Minor Variance and Permission Application required to permit an addition onto the existing place of worship at 1981 Century Road. The addition on to the church requires a reduction in provided parking from 285 to 168 spaces and a permission application to expand the Legal Non-Conforming Use of Place of Assembly.

Variance (a): To permit 168 parking spaces whereas the by-law requires a total of 285 parking spaces. (Section 101, Table 101)

Permission (b): Permission to Expand a Legal Non-Conforming Use

The Brunstad Christian Church is a community staple that provides church services, community services, social events, and recreation activities for the community. The proposed development is a two-storey expansion of the existing church to further accommodate these offerings to the community.

It is noted that the church space (proposed total of 1449.50 m²) and the assembly hall / community centre space (total of 1387.5 m²) will not hold functions at the same time and as such, the functional parking requirement is the greater need of the two spaces, which in this case, is the church. This reduction not only recognizes the functional needs of the church but it also serves to limit the impact on the rural fabric of the lot and the environment through the provision of a smaller parking lot than what would otherwise be required.

In this particular case, meeting the zoning requirements results in an overabundance of parking, a large paved hard surface area, and greater impacts on the natural setting and stormwater management.

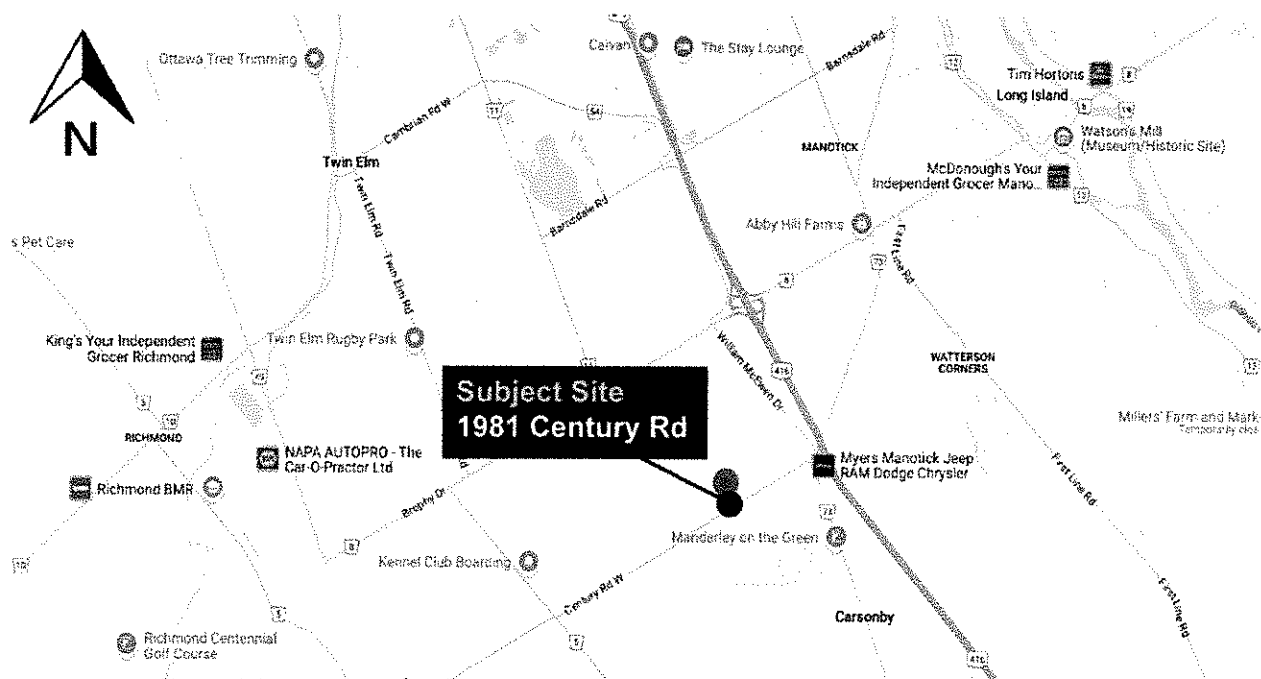


Figure 1: Location Map

1.1 History

The Church has existed at this location since 1995. The operation of the church since opening has included religious services, wedding services and receptions, funeral services and receptions, social events and activities, training events, Bazaar's, youth events, parent and tot activities, etc.

In June of 1994, the Church sought Site Plan Control to approve the construction of an Assembly Hall. The intent of this space was to support the activities noted above. A City Planning Report recommended approval of the application dated June 1, 1994 and was approved by Council on June 20, 1994 (included within Exhibit A).

The application was compliant with zoning as the Township of Rideau Zoning By-law permitted an "auditorium" under the Institutional Zone at that time. The definition of auditorium is provided below:

"auditorium" means a building or structure where facilities are provided for athletic, civic, educational, political, religious or social events. This definition may include an arena, community centre, gymnasium, stadium, theatre or similar use;"

The building was constructed in 1994-1995. The assembly hall / auditorium use has continued to be used for the uses stated above since that time.

An assembly hall use was permitted prior to amalgamation as a primary use of the subject site. Though the use itself continued, the owners were not notified and were not aware of the changes resulting from Zoning By-law 2008-250 that shifted the assembly use from a primary permission to an ancillary use via Section 96 of the Zoning By-law with size limitations not to exceed the Gross Floor Area of the Place of Worship. Section 96 is provided as Appendix B.

Further details on the matter above has been outlined in an affidavit appended to this report as Appendix A. This affidavit has been circulated to a By-law Writer / Interpretations Office at the City of Ottawa. The applicant was advised to proceed with the permission application and include the affidavit. Planning staff were also circulated. There is a Site Plan Control Application that is being concurrently submitted with this Committee of Adjustment Application.

1.2 Submission Materials

- [] Site Plan
- [] Elevations
- [] Planning Report with Appendices (this document)
- [] Application Form
- [] Application Fee
- [] Survey

2 SITE & CONTEXT

2.1 Site

The subject site is a rectangular interior lot located on the north side of Century Road West, east of Third Line Road in North Gower village (Ward 21 – Rideau-Jock). The property currently features a single-story church building with white siding and stone accents. The building features an entrance adorned with a drive through portico and decorative planters. The property includes large open spaces with a playground structure and a gazebo, all set within a landscaped setting of lush green lawns, and mature trees. The site can be accessed through two entrances on Century Road leading to an exterior paved parking lot. The property fronts a rural agricultural lot, separated by a generous setback and a large cornfield. The surrounding lots vary in size and shape with some featuring large agricultural fields and others being rural residential lots.

- | Lot frontage: 176.79 metres
- | Lot depth: 211 metres
- | Lot area: 36,422 square metres





Figure 3: Subject Site (Source: Google Earth)



Figure 4: Entrance via Century Road (Source: Google Earth)



Figure 5: Second entrance via Century Road (Source: Google Earth)



Figure 6: Looking South on Century Road (Source: Google Earth)



Figure 7: Looking North on Century Road (Source: Google Earth)



Figure 7: Looking Southwest across from Subject Site (Source: Google Earth)

2.2 Context

The subject site at 1981 Century Road is situated in a rural part of North Gower, located south of Ottawa, where the landscape is dominated by low-density rural residential developments. The area surrounding the lot features a mix of open agricultural fields and scattered rural residences, with each property typically occupying a large parcel of land. To the northeast, Prince of Wales Drive serves as a primary arterial road providing access to local commercial amenities, including a car dealership and a large golf course, both of which contribute to the limited but notable commercial activity in the area. Highway 416 is also accessible nearby, providing a direct route toward the city center of Ottawa, facilitating regional connectivity.

Public transit services are not available at the site. The closest OC Transpo access point is the Strandherd Park & Ride, approximately 11 km away in Nepean, making transit access somewhat challenging for future users of the site. Active transportation options are limited within the immediate vicinity, as dedicated bike lanes and sidewalks are absent on surrounding roads. However, the site is approximately 6 km from various cycling infrastructure options, including multi-use pathways, separated bike lanes, paved shoulders, and on-road bike lanes, supporting some level of accessibility for cyclists within a broader radius.

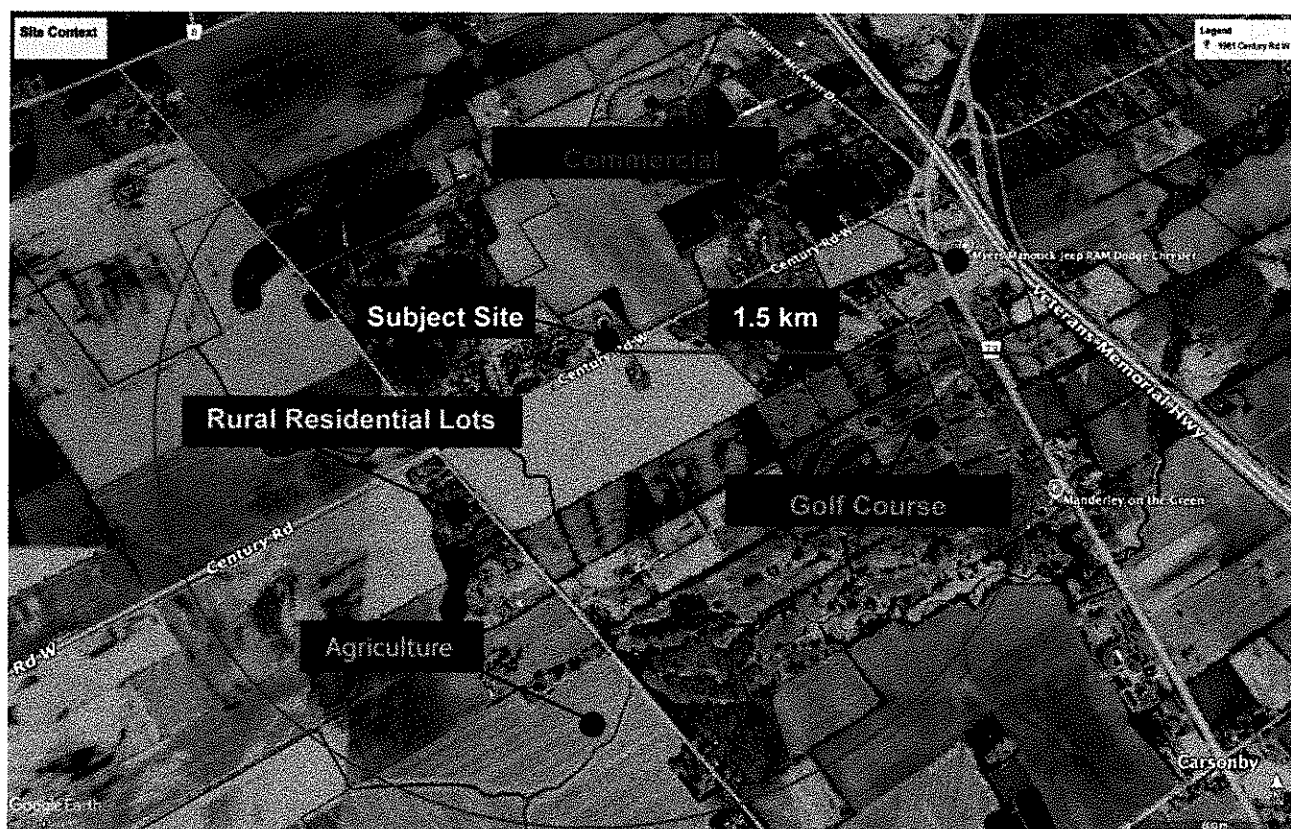


Figure 8: Context Map (Source: Google Maps)

3 PROPOSED DEVELOPMENT

The proposed development at 1981 Century Road includes an expansion of the building to accommodate the existing uses of the subject site. This addition will significantly enhance the site's functionality and extend its support for the surrounding community. The place of worship will be expanded to include a nursery, offices, Sunday school rooms, and lounges for youth and seniors, creating a more inclusive and versatile space. The new community center / assembly area will add a multi-purpose room, a feast hall, and meeting room, providing valuable amenities for community gatherings and social events.

The proposed addition will offer ample space for both religious and community-oriented activities. The current Gross Floor Area of the church is 861.8 m², the expansion of the church use will add 587.7 m². The flex space (community centre / assembly hall) will have a total GFA of 1387.5 m² and will be used as flexible space.

Site improvements will include a redesigned parking layout with expanded capacity as well as a two-way traffic system, defined pathways, and a fire route for improved site circulation and safety. Generous setbacks, green areas, tree planting, and a stormwater management pond will enhance the aesthetics and environmental resilience of the site, while utilities and building-mounted lighting will be installed in compliance with zoning requirements to ensure operational efficiency.

The development will provide seven accessible parking spaces, clear pathways for easy navigation, and three bicycle parking spots. Consistent with a sustainable approach, the development proposes a reduction in required parking to better reflect the functional needs and reduce impact on the natural surroundings. Dedicated snow and garbage storage areas are also provided.

In order to proceed with the proposed development, a minor variance is required to reduce the required parking and a permission application is required to expand the legal non-conforming use of place of assembly as a primary use per pre-amalgamation permissions and not through an ancillary permission as part of Section 96 in the 2008-250 Zoning By-law.

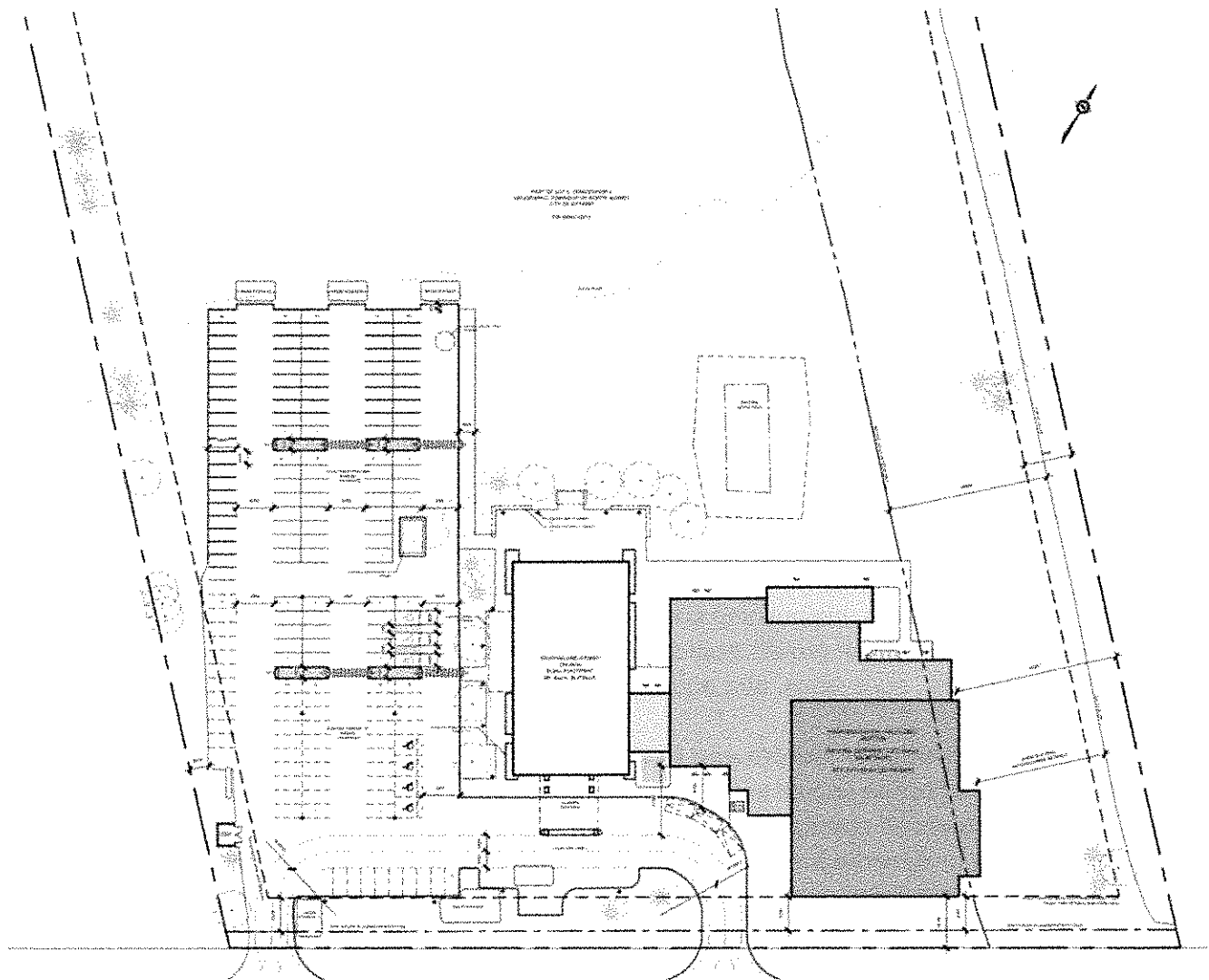


Figure 10: Excerpt from Site Plan (Source: S.J Lawrence Architect Incorporated)

4 POLICY REVIEW

In order to obtain approval of the requests outlined in this letter, a review of the relevant and applicable policies and provisions is required. These are reviewed and discussed below. Relevant policies will be indicated in *italics*.

Provincial Policy Statement, 2024

The Provincial Planning Statement, 2024 (PPS) came into effect on October 20, 2024, and merges the previous “A Place to Grow: Growth Plan for the Greater Golden Horseshoe” and the “PPS (2020)”. It provides broad policy direction on land use planning and development, emphasizing intensification to reach a target of 1.5 million homes by 2031. These policies must be integrated with other provincial and municipal plans, including local Official Plans and Secondary Plans, and all planning decisions must be consistent with the PPS. Relevant policies from the PPS are outlined below, with the specific policies provided in *italics*

Section 2.0 provides policies to ensure that planning authorities prepare for long-term growth by using provincial forecasts, maintaining adequate land for residential and other uses, and incorporating any additional growth from zoning orders into future plans. It emphasizes the creation of complete, accessible, and equitable communities through a diverse mix of land uses.

Section 2.1 - Planning for People and Homes

2.1.6 Planning authorities should support the achievement of complete communities by:

- a) accommodating an appropriate range and mix of land uses, housing options, transportation options with multimodal access, employment, public service facilities and other institutional uses (including schools and associated childcare facilities, long-term care facilities, places of worship and cemeteries), recreation, parks and open space, and other uses to meet long-term needs;
- b) improving accessibility for people of all ages and abilities by addressing land use barriers which restrict their full participation in society; and
- c) improving social equity and overall quality of life for people of all ages, abilities, and incomes, including equity-deserving groups.

Comment: The proposed expansion of the building at 1981 Century Road helps build a complete community by enhancing a key social facility and it also provides stability to the Brunstad Christian Church. The addition is designed with accessibility in mind, offering features such as seven accessible parking spots, three bicycle parking spots, and clear pathways to ensure easy access for people of all ages and abilities. By combining inclusive design with spaces and activities for worship and community activities and events, the project aligns with the Provincial Policy Statement’s (PPS) goals of supporting essential institutional uses and fostering social cohesion.

Section 3.0 of the PPS mandates that infrastructure and public services be efficient, financially viable, and integrated with land use and growth management. Prioritize optimizing existing facilities, support safety and health, and ensure strategic placement for effective service delivery, transit access, and active transportation. Planning must address transportation, water, sewage, stormwater, energy, waste management, and public spaces to foster healthy, inclusive communities.

Section 4.0 of the PPS sets out policies for managing natural resources, emphasizing natural heritage preservation, water quality, and watershed planning for large municipalities. It uses an agricultural system approach to protect prime agricultural lands and specialty crops while facilitating housing development. Mineral extraction is allowed as an interim use with updated rehabilitation standards. The section also highlights the need for conserving cultural heritage sites and encourages proactive conservation strategies and early Indigenous community engagement.

Section 5.0 of the PPS mandates that development be directed away from high-risk natural and human-made hazards, such as floodways and dynamic beaches. Exceptions may be made for Special Policy Areas or essential uses, subject to ministerial approval. Development in proximity to hazardous sites is permitted only with appropriate mitigation and remediation measures. Additionally, the impacts of climate change must be considered in the planning process.

Comment: The proposal supports the continuance of the religious and community / social / recreational events and activities and results in more gathering space, making use of existing community resources, infrastructure and services. The proposal allows for the growth and continuation of an institutional property in an existing location that supports a vibrant community.

Based on our review, it is our professional planning opinion that the proposed development conforms with the Provincial Policy Statement (PPS), 2024.

4.2 City of Ottawa Official Plan

Designation: Agricultural Resource Area within the Rural Transect

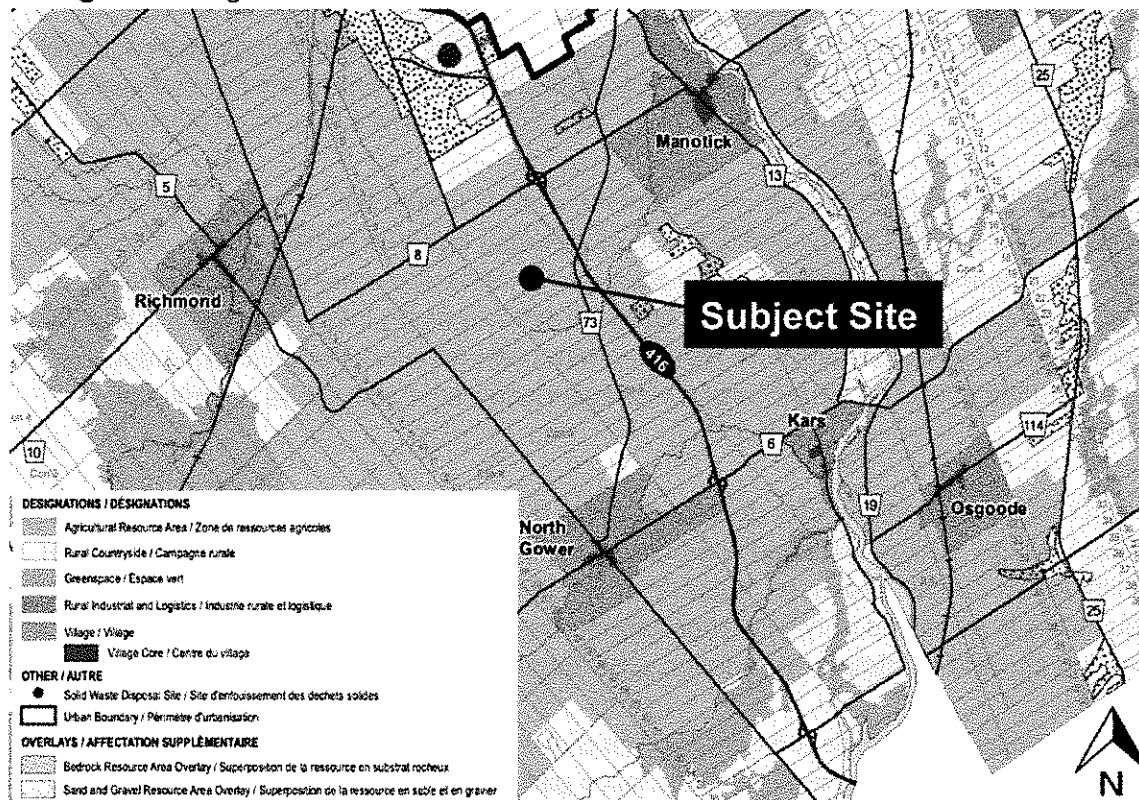


Figure 13: Agricultural Resource Area within the Rural Transect, Schedule B9 (Source: Ottawa OP)

The City of Ottawa Official Plan was adopted by City Council on November 24th, 2021 and was approved by the MMAH on November 4th, 2022. The Plan is intended to manage growth and change in Ottawa to the year 2046.

Section 2 contains the overall strategic direction of the new Official Plan and is based around the Five Big Policy Moves, which are intended to make Ottawa the most liveable mid-sized City in North America. The Five Big Moves call for increased growth through intensification, sustainable transportation, context-based urban and community design, environmental, climate, and health resiliency embedded into planning policy, and planning policies based on economic development. Six cross-cutting issues have also been identified as essential to the achievement of liveable cities, which are related to intensification, economic development, energy and climate change, healthy and inclusive communities, gender equity, and culture.

Comment: The proposed development aligns with the strategic direction outlined in Section 2 of the Official Plan, particularly the Five Big Moves related to intensification, sustainable development, and healthy communities. By expanding the existing uses and offerings the proposal fosters community engagement, social interaction, and a further sense of belonging in a rural context. It will also serve to support the rural economy. This aligns with the plan's emphasis on creating vibrant and inclusive communities. Furthermore, the incorporation of sustainable design principles, such as a stormwater management pond, reduced parking areas, landscaped green spaces, contributes to the plan's goals of environmental protection, climate resilience, by creating healthy and livable communities.

Section 3 of the Official Plan provides a growth management framework that plans for growth across differing geographies in the City. Most growth is to occur in the urban area, which contains six different transect policy areas that have grown and are expected to grow in varying ways. The central link between all transect policies is the creation and connection of networks of 15-minute communities.

Comment: The proposed development involves the expansion of an existing church which supports a variety of community focused activities and spaces along with areas for social events and gatherings. By expanding on an existing development, this project contributes to a balanced and sustainable regional growth pattern by enhancing existing services and fostering community connectivity in a sustainable manner.

Section 4 of the Official Plan provides policies applicable to development throughout the City. It includes policies for more sustainable modes of transportation and the design and creation of healthy, 15-minute neighbourhoods. This includes the provision of jobs, recreational amenities, and retail uses within a 15-minute walking distance of residential uses.

Comment: The proposed development fosters community connectivity and improves local access to desired services for rural residents. By expanding the building to improve the community center and assembly space, as well as the church, the project introduces a versatile, multi-purpose facility that will serve as a local hub for gatherings, social, and community events, and recreational activities. This addition also minimizes the need for residents to travel far for such amenities, making it easier for the community to access essential social and recreational resources nearby. In doing so, the development enhances the area's social infrastructure, creating a valuable community asset that supports rural residents in meeting their recreational and social needs close to home.

Section 9 provides detailed policies for each of the four transect policy areas within the City. Each transect policy area is intended to balance environmental protection and economic development by ensuring responsible resource use and supporting rural businesses. The subject site is located within the **Rural Transect** and is designated **Agricultural Resource Area**.

Section 9.1 of the Official Plan contains policy direction for the *Agricultural Resource Area*. The intent of this designation is to protect farmland for long-term agricultural use and from uses that would impede productive farming operations.

Comment: The proposed development, which involves expanding the current building to improve the offering of current services and uses, aligns with the policy framework permitted within the Rural Transect. By expanding on an existing development, the need to utilize vacant rural land is not required. The site design incorporates additional measures to minimize impacts on surrounding lands, with careful consideration given to environmental protection and stormwater management. By maintaining appropriate setbacks, managing stormwater effectively, and integrating landscaping features, the proposed development will function harmoniously with nearby agricultural uses, ensuring that the integrity and productivity of surrounding farmland are preserved.

A major component of supporting these policy directions is the reduction in parking requirements to recognize the important of greenspace as well as to ensure the parking area reflects the functional parking needs as opposed to the standard by-law requirement.

City of Ottawa Zoning By-law

The City of Ottawa zones this site as RI5 – Rural Institutional Zone, Subzone 5, in the City of Ottawa Zoning By-law 2008-250, as identified on the map below. This zone is intended to provide essential services to rural communities by permitting a range of community-oriented and emergency services in designated Village areas. Additionally, it allows for limited educational and religious institutions in rural areas, while ensuring that future development respects the rural character and minimizes impact on surrounding land uses.

As part of this application, the applicant is seeking a Permission to Expand a Legal Non-Conforming Use: Place of Assembly. In accordance with the attached Affidavit as Appendix A, an assembly hall was permitted in the Township of Rideau Zoning By-law prior to amalgamation and this use has continued since that time.

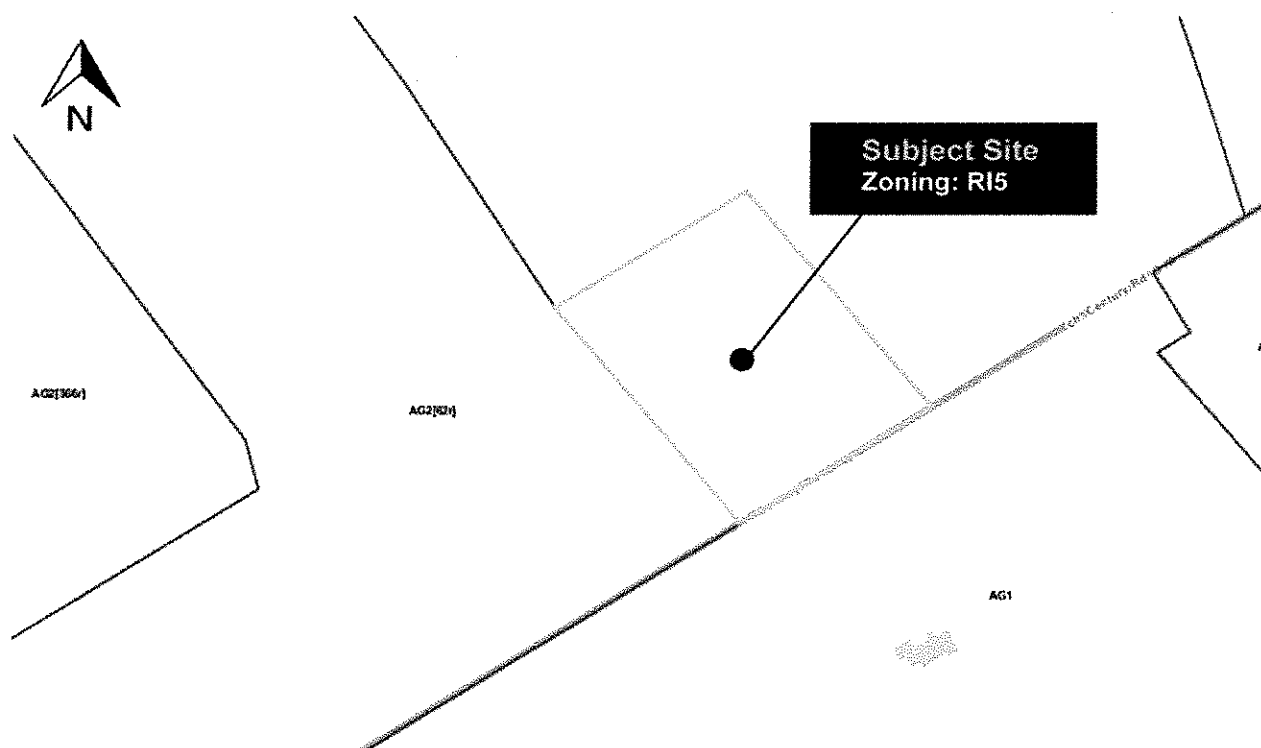


Figure 13: Zoning Map (Source: GeoOttawa)

The table below provides an overview of the required provisions for this zone and the proposed development's compliance.

EXISTING ZONING BY-LAW RI5- Rural Institutional Zone	Requirement	Provided
Minimum Lot Width	75 m	176.79 m
Minimum Lot Area	10,000 m ²	36, 422.13 m ²
Max Building Height	12 m	7.5 m
Minimum Front Yard Setback	9 m	9.6 m
Minimum Rear Yard Setback	10 m	130 m

Minimum Interior Yard Setback	9.0 m	30.4 m & 80 m
Maximum Lot Coverage	30 %	6.9 %
Minimum Landscaped Area	20 %	70.5 %
Provided Total Landscape Area	n/a	25, 670m ²
Watercourse Setback	30 m	24.34 m - Yes – Re EIS reduced setback in accordance with OP Criteria and S.69(3)
Minimum Required Vehicle Parking Spaces (Area D on Schedule 1a) (Community Centre/Place of worship)	<p>Existing Church <u>Place of Worship:</u> 861.18 m² 10 Spaces per 100 m² GFA = $861.8/10 = 8.618 \times 10$ = 87 Spaces</p> <p>Proposed Addition <u>Place of Worship:</u> 587.7 m² 10 Spaces per 100 m² GFA = $587.7/100 = 5.877 \times 10$ = 59 Spaces</p> <p><u>Community Center (Flex Space):</u> 1387.5 m² 4 Spaces per 100 m² GFA = $1387.5/100 = 13.875 \times 4$ = 56 Spaces</p> <p><u>Place of Assembly (Flex Space):</u> 1387.5 m² 10 Spaces per 100 m² GFA = $1387.5/100 = 13.875 \times 10$ = 139 Spaces</p> <p>Total: Church 146 + Flex 139 = 285</p>	<p>168 spaces provided</p> <p>Note 1: The 1387.5 m² space is a flex space and can only be used as either community centre or place of assembly at one time, as such the higher parking rate of the two is being applied which is the Place of Assembly use.</p> <p>Note 2: The flex space will not be holding events during religious services.</p>
Provided Parking	Regular Spaces (Existing)	55
	Regular Spaces (New)	45
	Accessible Space (Type A)	4 (Existing)
	Accessible Space (Type B)	3
	Compact Spaces (50% of Parking Spaces: By-Law 2021-218, Part 4 - Section 106)	61
	Total	168
Bicycle parking required	1 per 1500 m ² of GFA = 3 spaces	3 spaces

Minimum Driveway Width	Parking lot: 6.0 m	6.0 m
Minimum Aisle Width	Parking lot: 6.0 m	6.0 m
Minimum Parking Space Dimensions	Length: 5.2 m Width: 2.6 m	Length: 5.2 m Width: 2.6 m
	Up to 50% of required parking spaces may be 4.6m x 2.4m	50% (81 Spaces permitted) = 61 Spaces

5 PLANNING ACT REVIEW

The following requests (a) being a minor variance and (b) being a permission request require review of Section 45 of the Planning Act.

- a) A proposed minor variance to permit a reduced amount of parking spaces of 168, whereas 285 parking spaces are required (Section 101, Table 101).
- b) A permission application to expand Legal Non-Conforming Use.

5.1 Section 45(1) Minor Variance

The *Planning Act* requires that minor variances are only to be permitted so long as they meet the four tests as set in Section 45(1). These tests are: whether the variance is minor; whether the variance meets the intent and purpose of the Official Plan; whether the variance meets the intent and purpose of the Zoning By-law; and lastly whether variance is suitable and desirable for the use of the land.

5.1.1 Is the variance minor?

The Zoning By-law calculates the parking requirement based on the total amount of required parking spaces as if the entirety of the building is being fully utilized at the same time. This is not the expectation nor the intent of the expansion of the building. The two spaces, that being the church and the flex space, will not hold functions at the same time. The flex space will hold events when church services are not being held and allows the Church to support their community throughout the week and in the evenings in a variety of different ways by serving as a place to hold events as well as community and recreation services.

As such, the functional parking needs should reflect the space that requires the most amount of parking when in use. In this case, that space is the church with a requirement of 146 spaces. A total of 168 spaces are being provided which exceeds the functional need by 22 spaces. It is also noted that church uses, community centre, and assembly use experience much higher rates of carpooling than other uses and minimizes the overall demand for parking.

Due to the timing of uses of the church spaces, the functional needs of parking are reflected in the provided parking that is proposed. For this reason, there is no anticipated impact from the proposed minor variance, and as such the variance is in fact minor.

5.1.2 Do the variances meet the intent and purpose of the Official Plan?

The intent and purpose of the current Official Plan is to guide the growth and development of the city in a sustainable, equitable, and resilient manner, focusing on intensification, sustainable transportation, context-based design, and economic development to create liveable communities. The proposed expansion aligns with this vision by providing a valuable community asset on an existing lot. The reduction of parking as a reflection of functional parking needs best meets the intent and purpose of the Official Plan by minimizing hard surface, retaining green space, and supporting stormwater management to reflect the rural context and ensure the expansion of the building is sustainable and considerate of the surrounding environment.

5.1.3 Do the variances meet the intent and purpose of the Zoning By-law

The intent of minimum parking spaces is to ensure adequate parking for a specific development, preventing overflow parking onto streets and into communities. The zoning by-law is structured

in a manner that calculates the parking requirement based on both aspects of the building being in operation at the same time. As this is not the case, the parking need is based on whichever space results in the greatest parking demand while in use. In this case, that is the church use. As the provided parking exceeds the minimum requirement of the church use, the intent and purpose of the Zoning By-law is met because all functional parking needs will be met on site without resulting in any overflow.

5.1.4 Are the variances suitable for the use of the land?

The development with the requested variance constitutes a suitable and desirable use of land. The proposal expands the current uses of the site to better serve the community and rural area. This expansion promotes social and recreational events and supports a need on an existing developed parcel in a manner that is thoughtfully considered and contextually appropriate.

5.2 Section 45(2)(a)(i) Permission

This application seeks to expand the legal non-conforming use of place of assembly. As per Section (45)(2)(a)(i) of the Planning Act, the expansion of the use is permitted given that it was a permitted use when it was approved, has continued until the date of this application to Committee, and it does not extend beyond the limits of the land owned and used in connection therewith. Please refer to Appendix A of this Report.

This application seeks to expand the legal non-conforming use of place of assembly. As per Section (45)(2)(a)(i) of the Planning Act, the expansion of a non-confirming use is permitted if the use was a permitted use when it was established, has continued until the date of the application to Committee, and it does not extend beyond the limits of the land owned and used in connection therewith on the day the by-law changed. These pre-conditions are met in the current instance. Please refer to Appendix A of this Report.

It is noted that the Ontario Land Tribunal (OMB as it was then) has found that on an application to extend a non-conforming use, there must be a consideration of whether what is intended is desirable for the appropriate development or use of the land, building or structure. The proposed expansion is desirable for the appropriate development of the land because it will enable the church to better serve the church community as well as the surrounding rural community. It allows the church to better support the church activities, services, and functions with the additional support provided through the flexibility community and social events space.

6 CONCLUSION

As noted, the proposed minor variance will permit the expansion of the existing Brunstad Christian Church. This expansion will enhance the site's functionality and provide better and improved community services and space. The variance for reduced parking will allow for a more efficient use of the land which recognizes that the full parking requirement is not practically required due to the uses of the building and the timing of those uses occurring at different times.

The proposed minor variance for reduced parking spaces meets the Four Tests, as they represent good planning, are minor in nature, align with the intent of the Official Plan and Zoning By-law, and facilitate a suitable and desirable use of land.

Therefore, the development with the requested variance meets the requirements of Section 45(1) of the *Planning Act*.

This application also seeks permission to expand the legal non-conforming use of assembly hall. In accordance with Section 45(2)(a)(i) of the *Planning Act*, this permission is allowed because the use was permitted when it was established, has continued to this application and does not expand beyond the limits of the subject lot, and is desirable for the appropriate development and use of the land.

It is the opinion of Q9 Planning + Design that the proposed minor variance and permission application are good land use planning, contextually appropriate, support the rural context, and meet the required tests and criteria set out in the *Planning Act*.

Yours truly,



Christine McCuaig, M.P.I, RPP, MCIP
Founding Partner, Senior Planner & Project Manager
Q9 Planning + Design

1

7 APPENDIX A

8 APPENDIX A

7 APPENDIX A

AFFIDAVIT

I, Peter Twilley of the City of Ottawa in the Province of Ontario **MAKE OATH AND SAY:**

1. I am the president of the board of Brunstad Christian Church of Ottawa (the "**Church**"), formerly known as the Rideau Christian Fellowship Centre, and have been a member since Rideau Christian Fellowship Center was established in the fall of 1988. As such, I have knowledge of the matters attested to herein.
2. The Church has been located at 1981 Century Road, in the City of Ottawa, formerly in the Town of North Gower in the Township of Rideau (the "**Subject Property**") since 1994.
3. The Church has operated at the Subject Property continuously since 1994. The Church's operation includes religious services, wedding services and receptions, funeral services and receptions, BBQ's, Bazaar's, training events, mom's and tots events, youth activity events, etc.
4. In June 1994, the Church applied for site plan control approval to allow the construction of an assembly hall. The intended use of assembly hall is to host local church events, Christmas bazaars, wedding services and receptions, funeral services and receptions, charity fundraising banquets as well as community bakes sales, rummage sales and other community events.
5. A Planning Report recommending approval of the application dated June 1, 1994 was approved by Council on June 20, 1994. See Exhibit "A" to this affidavit.
6. As noted in the Planning Report, the Subject Property was zoned "Institutional" in the Township of Rideau Zoning By-law. The provisions of the Institutional Zone of the City of Ottawa By-law 2004-428, a consolidation of the Former Township of Rideau Zoning By-law are included as Exhibit "B" to this affidavit.
7. Also as noted in the Planning Report, "The proposal complies with the requirements of the zoning including parking spaces."
8. The permitted uses in the Institutional Zone did not specifically include "an assembly hall" as a defined term, but did include "an auditorium" and "a church", which are defined as follows and include a church hall and a church auditorium. (See Exhibit "C" to this affidavit):

"auditorium" means a building or structure where facilities are provided for athletic, civic, educational, political, religious or social events. This definition may include an arena, community centre, gymnasium, stadium, theatre or similar use;

“church” means a building dedicated to religious worship. Accessory uses may include a church hall, church auditorium, Sunday school or parish hall;

9. According to the Planning Report, the purpose was to establish an assembly hall and the proposal complied with the zoning. An assembly hall associated with a church would appear to be included within the terms “church hall” and “church auditorium”.
10. Following approval, a Site Plan Agreement was entered into by the Church and the Corporation of the Township of Rideau. The Site Plan Agreement was registered on title to the Subject Property as Instrument Number N702593 on August 26, 1994. See Exhibit “D” to this Affidavit.
11. A building permit was issued in summer of 1994, and the assembly hall was constructed. Construction was completed in summer of 1995. The assembly hall has continued to be used as outlined in paragraph 4 of this affidavit from the summer of 1995 until the present.
12. Following amalgamation, the City of Ottawa passed a new Comprehensive Zoning By-law in 2008, being By-law No. 2008-280. I am advised that notice of the new Zoning By-law was given through notices in the Ottawa Citizen and that individual notices were not mailed out to property owners. The Church was not aware of the new Zoning By-law when it was being considered.
13. It has recently come to my attention that the Subject Property is zoned Rural Institutional Subzone 5 (“RI5”) in the new Zoning By-law and that an “assembly hall” is not a permitted use. The term “assembly hall” is not defined by the new Zoning By-law, but the term is included within the definition for a “place of assembly”, being:

Place of assembly means a place designed and used to accommodate gatherings of people such as clubs, **karaoke bars**, escape rooms, reception halls, conference centres, legion halls, assembly halls and lodges, and for events such as trade shows, banquets, and political or other conventions. (lieu de rassemblement)

14. The permitted uses in the RI parent zone include a “place of assembly”. The permitted uses in the RI5 subzone are fewer and are limited to the following: cemetery, day care, place of worship, and school.
15. An assembly hall was established on the Subject Property as a legally permitted use in 1994. The use has continued, uninterrupted, since 1994 notwithstanding the change in the applicable zoning.

16. I make this affidavit for the purpose of establishing "assembly hall", now defined as a "place of assembly", as a legal non-conforming use on the Subject Property and for no other or improper purpose.

SWORN BEFORE ME at the City of Ottawa, in
the Province of Ontario on March 3, 2025.

DocuSigned by:

Krista Libman

D2EBC9B133854B1...

Krista Libman

LSO #44723B

Commissioner for Taking Affidavits
(or as may be)

DocuSigned by:

Peter Twilley

BSAB1ZC9CFFFE444...

Peter Twilley

Sworn in accordance with O. Reg 431/20
"Administering Oath or Declaration Remotely"

This is Exhibit "A" referred to in the
Affidavit of Peter Twilley sworn March 3, 2025.

DocuSigned by:

Krista Libman

02EDC8B133054B1...

Krista Libman LSO#44723B

Commissioner for Taking Affidavits (or as may be)

This affidavit was sworn in accordance with O. Reg 431/20 "Administering Oath or Declaration
Remotely"



Township of Rideau

P.O. Box 310
2155 Roger Stevens Drive
North Gower, Ontario
K0A 2T0
(613) 489-3314
(613) 489-2880 (Fax)

Please refer to our file no.

June 23, 1994

Mr. Doug Lee
R.R.#1
1550 Century Road
Kars, Ontario
K0A 2W0

Dear Mr. Lee:

RE: Project # 94-007-04

Attached is a copy of the June 8, 1994 Planning Committee Report that was approved by Council on June 20, 1994. The next step for your proposal will be to work towards finalization of the site plan, based on the Planner's, Engineer's and Planning Committee reports.

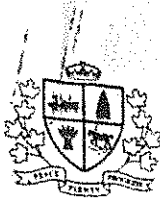
Please contact the undersigned should you have any questions.

Yours truly,

A handwritten signature in cursive script, appearing to read "Cheryl L. McWilliams".

Cheryl L. McWilliams,
Planner

CLM/cw



Township of Rideau

2

MEMO

TO:	PLANNING COMMITTEE	SUBJECT:	Rideau Christian Fellowship Centre Project #94-007-04
FROM:	Cheryl L. McWilliams, Planner	DATE:	June 1, 1994

LOCATION: Pt. Lot 5, Con. 2, (NG) Century Road

PURPOSE: A site plan to allow construction of an Assembly Hall.

CURRENT DESIGNATIONS:

Official Plan Update: Agriculture Resource
 Rideau Official Plan: Rural & EP
 Rideau Zoning By-law: Institutional
 RMOC Official Plan: Agriculture Resource
 Environmental Constraints: Ward ditch abutting site - EP associated with it
 Soil Capability for Agriculture: Class 2

EXISTING LAND USES: Primarily agricultural

1) Conformity:

The proposal complies with the requirement of the I zoning including parking spaces..

2) Outstanding Issues:

- (i) The proposal does not include paving the parking area, which is a Township Standard.
- (ii) The entrance should be constructed to a 9 m width. *Culvert is approx 40'*
- (iii) Curb stops are not shown and should be incorporated, as they are the Township standard.

This is Exhibit "B" referred to in the
Affidavit of Peter Twilley sworn March 3, 2025.

DocuSigned by:

Krista Libman

D2EBC9B133654B1...

Krista Libman LSO#44723B

Commissioner for Taking Affidavits (or as may be)

This affidavit was sworn in accordance with O. Reg 431/20 "Administering Oath or Declaration
Remotely"

Former Township of Rideau Zoning By-law 2004-428

SECTION 8 INSTITUTIONAL ZONE (I)

(1) Uses Permitted

No person shall within any I Zone use any lot or erect, alter or use any building or structure for any purpose except one or more of the following I uses, namely:

- (a) Residential Uses:
 - an accessory dwelling house;
 - an accessory dwelling unit.
- (b) Non-Residential Uses:
 - an administrative office of the Corporation, the Province of Ontario, or the Government of Canada;
 - an auditorium;
 - a cemetery;
 - a church;
 - a government communications centre;
 - a fire hall;
 - an institute;
 - a public parking lot;
 - a private club;
 - a school.

(2) Zone Provisions

No person shall within any I Zone use any lot or erect, alter or use any building or structure except in accordance with the following provisions:

- (a) Lot Area (minima):
 - (i) Accessory dwelling house
 or accessory dwelling unit: 1,950 square metres (m²)
- (b) Front Yard Depth (minimum): 6.0 m
 Except that where any portion of a lot so zoned abuts an A1 Zone or an A2 Zone, the minimum front yard depth shall be 13.5 m.
- (c) Exterior Side Yard Width (minimum): 6.0 m
 Except that where any portion of a lot so zoned abuts an A1 Zone or an A2 Zone, the minimum exterior side yard width shall be 13.5 m.
- (d) Interior Side Yard Width (minimum): 6.0 m
 Except that where any portion of a lot so zoned abuts an A1 Zone or an A2 Zone, the minimum interior side yard width shall be 7.5 m.

Former Township of Rideau Zoning By-law 2004-428

- (e) Rear Yard Depth (minimum): 7.5 m
- (f) Landscaped Open Space (minimum): 30%
- (g) Lot Coverage (maximum): 30%
- (h) Dwelling Unit Area (minima):
 - (i) Accessory dwelling house: 83.0 m²
 - (ii) Accessory dwelling unit: 70.0 m² plus 13.5 m² for each bedroom
- (i) Building Height (maximum): 10.5 m
- (j) Dwelling Units per Lot (maximum): 1 only
- (k) General Provisions:
In accordance with the provisions of Section 3 hereof.

(3) Special I Zones

- (a) I-1 Zone
Notwithstanding any of the provisions of the I Zone to the contrary, the lands designated I-1 on Schedule "A" hereto shall be used in accordance with the following provisions:
 - (i) Permitted Uses:
a school
- (b) I-2 Zone
Notwithstanding any of the provisions of the I Zone to the contrary, the lands designated I-2 on Schedule "A" hereto may be used in accordance with the following provisions:
 - (i) Additional Permitted Uses:
a correctional institution
- (c) I-3 Zone
Notwithstanding any of the provisions of the I Zone to the contrary, the lands designated I-3 on Schedule "A" hereto shall be used in accordance with the following provisions:
 - (i) Permitted Uses:
an accessory dwelling house
a Christian Day School
a church

Former Township of Rideau Zoning By-law 2004-428

(d) I-4 Zone

Notwithstanding any of the provisions of the I Zone to the contrary, the lands designated I-4 on Schedule "A" hereto may be used in accordance with the following provisions:

- (i) Interior Side Yard Width (minimum): 4.5 m
- (ii) Rear Yard Depth (minimum): 2.0 m
- (iii) Landscaped Open Space (minimum): No minimum
- (iv) Parking Provisions: Notwithstanding the general provisions contained in Section 3, a minimum of 11 parking spaces must be provided.

This is Exhibit "C" referred to in the
Affidavit of Peter Twilley sworn March 3, 2025.

DocuSigned by:

Krista Libman

D2EBC9B133654B1...

Krista Libman LSO#44723B

Commissioner for Taking Affidavits (or as may be)

This affidavit was sworn in accordance with O. Reg 431/20 "Administering Oath or Declaration
Remotely"

Former Township of Rideau Zoning By-law 2004-428

SECTION 2 DEFINITIONS

In this by-law, unless the context requires otherwise, the following definitions and interpretations apply:

“accessory”, when used to describe a use, building or structure, means a use, a building or a structure that is incidental, subordinate and exclusively devoted to a main use, building or structure and located on the same lot therewith;

“accessory dwelling house” - see “dwelling house”;

“accessory dwelling unit” - see “dwelling unit”;

“accessory hobby farm” means the raising of a limited number of livestock not for gain or profit that is clearly secondary to the main residential use. The livestock shall be limited to any combination of animal units to a maximum of 3 animal units per lot;

“adult entertainment parlour” means any premises or part thereof in which is provided in pursuance of a trade, calling, business or occupation, services appealing to or designed to appeal to erotic or sexual appetites or inclinations;

“aisle” means a portion of a parking area which abuts one or more sides of off-street parking spaces to which it provides access and which is not used for the parking of vehicles;

“alter”, when used in reference to a building or part thereof, means to change any one or more of the external dimensions of such building or to change the type of construction of the exterior walls or roof thereof. When used in reference to a lot, the word “alter” means to change the area, frontage or depth thereof; to change the width, depth or area of any required yard, landscaped open space or parking area; or to change the location of any boundary of such lot with respect to a street or lane, whether such alteration is made by conveyance or alienation of any portion of such lot, or otherwise;

“altered” and “alteration” shall have corresponding meanings;

“attic” - see “storey”;

“animal hospital” means a building where one or more licensed veterinarians and any associated staff provide medical, surgical grooming, boarding or similar services;

Former Township of Rideau Zoning By-law 2004-428

“animal units” - One Animal Unit means one of the following: 1 horse; 20 turkeys; or 20 chickens;

“apartment dwelling house” - see “dwelling house”;

“auditorium” means a building or structure where facilities are provided for athletic, civic, educational, political, religious or social events. This definition may include an arena, community centre, gymnasium, stadium, theatre or similar use;

“automatic car wash” means a building or structure containing facilities for washing automobiles, either by production line methods and mechanical devices, or by a self-service operation;

“automobile body shop” means a building or structure used for the painting or repairing of automobile bodies or fenders, but shall not include a salvage yard;

“automobile service station” means an establishment primarily engaged in the retail sale of fuels or lubricants or the supplying of services for motor vehicles or snowmobiles. Accessory uses may include the sale of motor vehicle or snowmobile accessories and minor maintenance or repair operations for such vehicles, other than bodywork or painting. This definition shall not include an automatic car wash as defined herein. If any vehicle, other than a private automobile, tow truck or similar service vehicle, is kept on the premises of the establishment, except while awaiting repair, maintenance or sale, then such establishment shall be classified as a commercial garage;

“automotive store” means an establishment primarily engaged in the retail sale of vehicle parts, accessories and tools. Accessory uses may include service bays for performing maintenance and repair operations on motor vehicles. This definition shall not include any establishment otherwise defined herein or specifically named elsewhere in this By-law;

“bachelor dwelling unit” - see “dwelling unit”;

“basement” - see “storey”;

“bed and breakfast establishment” means a single dwelling house in which no more than 2 guest rooms are made available for the temporary accommodation of the travelling or vacationing public. Such an establishment may offer light meals to those persons temporarily residing at the establishment;

Former Township of Rideau Zoning By-law 2004-428

“beverage room” means a building or premises, other than a restaurant, which is licensed under the *Liquor License Act*;

“boarding or lodging house” - see “dwelling house”;

“building” means any structure, consisting of walls and a roof, which is used for shelter, accommodation or enclosure of persons, animals or chattels;

“building, main” means any building other than an accessory building as defined herein;

“Building Permit” means a permit required by the Building By-law;

“building supply outlet” means an establishment engaged in the selling or installing of building supplies including lumber, millwork, siding, roofing, plumbing, electrical, heating, air conditioning and similar items. This definition shall not include any establishment otherwise defined herein or specifically named elsewhere in this By-law;

“camping ground” means a tourist camp owned and operated by the Corporation, any local Board of the Corporation, any Conservation Authority established by the Government of Ontario, or any Ministry or commission of the Government of Ontario or Canada;

“carport” means a covered parking area the perimeter of which is open on at least two sides;

“cellar” - see “storey”;

“church” means a building dedicated to religious worship. Accessory uses may include a church hall, church auditorium, Sunday school or parish hall;

“clinic” means a building or part of a building that is used solely by physicians, dentists, and/or drugless practitioners, their staff and their patients for the purpose of consultation, diagnosis and office treatment;

“club, commercial” means an athletic, recreational or social club operated for gain or profit;

“club, private” means an athletic, recreational or social club located on private lands and not operated for gain or profit. This definition may include the premises of a fraternal organization;

Former Township of Rideau Zoning By-law 2004-428

“commercial garage” - see “garage, commercial”;

“commercial greenhouse” means a building used for the growing of flowers, vegetables, shrubs, trees and similar vegetation for wholesale or retail sale. This definition shall not include any premises used for the growing of mushrooms;

“commercial storage establishment” means a building or structure in which more than one storage unit is rented for the temporary storage of household items, vehicles and/or commercial goods and materials, but does not include any business operation or use associated with the storage. Each unit is physically separated from other units within the establishment and has its own entrance;

“converted dwelling house” - see “dwelling house”;

“conservation authority” means the Rideau Valley Conservation Authority;

“conservation use” means the maintenance of the natural environment for the purpose of preservation, research, observation and outdoor uses such as hiking, hunting and fishing. This definition may include the construction and use of trail shelters and other similar structures ancillary to the foregoing uses but shall not include the use of a dwelling house, a mobile home or a tourist vehicle;

“corner lot” - see “lot”;

“Corporation” means the Corporation of the City of Ottawa;

“Council” means the Municipal Council of the Corporation of the City of Ottawa;

“day nurseries” means a use as defined in the *Day Nurseries Act*;

“department store” means a building in which various commodities are kept for retail sale in separate parts of such building;

“dining room” means the part of a restaurant, or other building, which is used for the consumption of food by persons seated at booths, counters, tables or a combination thereof;

“drive-in restaurant” - see “restaurant, drive-in”;

“driveway” means the area between the travelled portion of a roadway and a parking area used by motor vehicles for access to and from the parking area, but does not include an aisle;

Former Township of Rideau Zoning By-law 2004-428

“dry cleaning or laundry plant” means a building where dry cleaning, dry dyeing, cleaning or pressing of articles or goods of fabric is conducted and (1) in which solvents, which emit no odours or fumes are, or can be, used, and (2) in which no noise or vibration causes a nuisance or inconvenience outside the premises. This definition may include a dry cleaning or laundry outlet;

“dry cleaning or laundry outlet” means a building used for the purpose of receiving articles or goods of fabric to be subjected elsewhere to the process of cleaning or dyeing. Such establishment may also be used for pressing and/or distributing any articles or goods which have been received therein;

“duplex dwelling house” - see “dwelling house”;

“dwelling house” means a building occupied or capable of being occupied as the home or residence of one or more persons. This definition shall not include any vehicle as defined herein;

- (a) “accessory dwelling house” means a single dwelling house which is accessory to a permitted Non-Residential use;
- (b) “single dwelling house” means a dwelling house containing only one dwelling unit. This definition includes a modular dwelling house as defined herein;
- (c) “modular dwelling house” means a pre-fabricated single dwelling house located on a finished and permanent foundation;
- (d) “semi-detached dwelling house” means the whole of a dwelling house that is divided vertically into two separate dwelling units, each of which has an independent entrance, either directly from the outside, or through a common vestibule;
- (e) “duplex dwelling house” means the whole of a dwelling house that is divided horizontally into two separate dwelling units, each such dwelling unit having an independent entrance, either directly from outside, or through a common vestibule;
- (f) “converted dwelling house” means a dwelling house, erected prior to October 6, 1977, the interior of which has been converted so as to provide not more than 2 dwelling units;
- (g) “senior citizens dwelling unit” means a townhouse or an apartment dwelling house designed for the accommodation of senior citizens and operated under the auspices of the Corporation or the Ontario Housing Corporation;

Former Township of Rideau Zoning By-law 2004-428

- (h) “townhouse” means the whole of a dwelling house divided vertically into 3 or more separate dwelling units, each such dwelling unit having an independent entrance directly from outside the building;
- (i) “boarding or lodging house” means a dwelling house containing not more than 4 guest rooms, in which the owner or head lessee supplies, for hire or gain, lodging with or without meals for three or more persons;
- (j) “apartment dwelling house” means the whole of a dwelling house not otherwise defined herein, which contains 3 or more dwelling units served by a common entrance, in which the occupants have the right to use in common any corridors or stairs contained therein, and the yards appurtenant thereto;
- (k) “care units” mean dwelling units wherein the residents, who by reason of their emotional, mental, social or physical condition, require a supervised residence to provide physical assistance and/or minor medical observation but does not include a jail, prison, reformatory or penitentiary;

“dwelling unit” means a suite of two or more habitable rooms in which sanitary conveniences are provided and in which facilities are provided for cooking or the installation of cooking equipment, with an independent entrance from outside the building or from a common hallway or stairway inside the building. This definition shall not include any vehicle as defined herein;

- (a) “dwelling unit, accessory” means a dwelling unit which is part of and accessory to a permitted Non-Residential use other than an automobile service station or commercial garage;
- (b) “dwelling unit, bachelor” means a dwelling unit consisting of one bathroom and not more than two habitable rooms designed to provide living, dining, sleeping and kitchen accommodation in appropriate individual or combination room or rooms;

“dwelling unit area” - see “floor area”;

“erect” means to build, construct, reconstruct, relocate or place and, without limiting the generality of the word, also includes:

- (a) any preliminary physical operation, such as excavating, filling or draining;
- (b) altering any existing building or structure by an addition, enlargement, extension or other structural change; and

Former Township of Rideau Zoning By-law 2004-428

(c) any work which requires a building permit.

“erected and erection” shall have corresponding meanings;

“established building line” means the average setback, from the centreline of a street, of existing buildings on one side of a block or a continuous 300 metre strip of land where 3 or more of the lots having street frontage upon the said side of the street have been built upon;

“existing” means existing on the date of the passing of By-law 84-77 of the former Township of Rideau, being October 6, 1977;

“exterior side lot line” - see “lot line”;

“exterior side yard” - see “side yard”;

“extractive processing operation” means a lot, building or structure used for an aggregate crushing or screening operation, the manufacturing of asphalt, concrete batching, cement manufacturing, or any combination of the foregoing uses;

“farm” means land used for the tillage of soil and the growing of crops. This definition shall also apply to land used for an apiary, livestock raising, dairying and woodlots;

(a) “farm, specialized” means land on which the predominant economic activity consists of raising chickens, turkeys or other fowl, the raising of swine, sheep or goats, the raising of cattle on feed lots, the raising of fur-bearing animals, or the growing of mushrooms;

“farm custom work establishment” means a use, accessory to a permitted farm, which consists of the supply of farm labour and/or farm machinery, on a short term, seasonal or contract basis for the planting, nurturing, harvesting and/or transportation of farm produce and farm supplies. This definition may include a maintenance garage for vehicles used exclusively for the transportation of farm produce and supplies but shall not include a commercial trucking establishment or a vehicle sales or rental establishment;

“farm implement sales or repair establishment” means an establishment engaged in the sale and/or repair of heavy garden equipment and/or farm equipment and machinery which may include tractors, plows and combines, etc.;

Former Township of Rideau Zoning By-law 2004-428

“farm produce outlet” means a use, accessory to a permitted farm, which consists of the retail sale of agricultural products;

“farm supplies dealership” means an establishment engaged in the sale of farm supplies which may include feed, seed, agricultural chemicals, hardware and farm working apparel, etc.;

“farmer” means a person who owns a farm which is actively productive;

“financial office” means the premises of a bank, trust company, finance company, mortgage company or investment company;

“fill line” means a fill line established by the Regulations of Ontario;

“finished grade” means the medium elevation between the highest and lowest points of the finished surface of the ground (measured at the base of a building or structure), but exclusive of any embankment in lieu of steps;

“flood fringe” means the area located between a flood line and a fill line;

“flood line” means a flood line established by the Regulations of Ontario;

“flood plain” means the area usually low lands, adjoining a watercourse (river, creek), which has been or may be covered by flood water. The approved Provincial standard used in the Township to define the limit of the flood plain for regular purposes is the 1:100 year flood i.e. a flood having a return period of 100 years on average or having a one percent chance of occurring or being exceeded in any given year;

“floodproofed” means a structure or building that is adequate to safely protect occupants from the effects of flooding and shall include the following measures:

- (a) No openings of any kind into the inhabited portion of a building or structure, including windows, doors, vents etc. should be permitted below the regulatory flood line as determined by the Conservation Authority;
- (b) Incoming power service metering equipment, electrical appliances, etc. should not be erected below the regulatory flood line (but this restriction does not apply to electrical wall outlets equipped with ground fault plugs);
- (c) Design of heating, air conditioning, ventilation, plumbing, sanitary and water systems shall take into consideration flood vulnerability;

Former Township of Rideau Zoning By-law 2004-428

- (d) Design of foundations of buildings and structures shall take into account the effects of hydrostatic pressure that could develop during regulatory flood levels;
- (e) Sanitary sewer and storm drainage systems having openings below the regulatory flood line should be equipped with automatic backflow preventers;
- (f) Water supply systems should be designed to prevent possible contamination from flood waters;
- (g) Sanitary sewers or septic systems intended to operate during flood conditions should be designed to prevent sewage discharge and resulting health hazards, etc.

“floor area” means the horizontal area of a storey, measured between the exterior faces of the exterior walls and at the floor level of such storey;

- (a) “dwelling unit area” means the aggregate of the floor areas of all habitable rooms in a dwelling unit, but excluding the thickness of any exterior walls;
- (b) “gross floor area” means the aggregate of the floor areas of a building or structure;
- (c) “ground floor area” means the floor area of the first storey of a dwelling house, but excluding any portion of the first storey which is not a habitable room and which has no habitable room, or portion thereof, located thereover;
- (d) “net leasable area” means that portion of the gross floor area of a building which is used by a Non-Residential use defined herein or specifically named elsewhere in this By-law, but excluding:
 - (i) any part of such building used by another Non-Residential use which is defined herein or specifically named elsewhere in this By-law;
 - (ii) any part of such building used as a dwelling unit;
 - (iii) any part of such building used for the parking or storage of motor vehicles;
 - (iv) any part of such building used for equipment to heat such building or a portion thereof;
 - (v) the thickness of any exterior walls of such buildings; and
 - (vi) any part of such building used as a mall, if such mall serves as a common area between stores.

Former Township of Rideau Zoning By-law 2004-428

“florist shop” means a retail store where flowers, potted plants and related merchandise are offered for sale;

“forestry use” means the planting, management and harvesting of timber resources. This definition may include the establishment of a portable sawmill as an accessory use on an occasional basis but shall not include the establishment of a permanent sawmill;

“frontage” - see “lot frontage”;

“front lot line” - see “lot line”;

“front yard” - see “yard”;

“fuel storage tank” means a tank for the bulk storage of petroleum, gasoline, fuel oil, gas or inflammable liquid or fluid, but does not include a container for inflammable liquid or fluid legally and properly kept in a retail store or a tank for storage merely incidental to some other use of the premises where such tank is located;

“garage, commercial” means an establishment on premises where vehicles owned by the general public are repaired or maintained;

“garage, maintenance” means an establishment or premises where vehicles, including commercial motor vehicles exceeding one ton capacity, owned or leased by the occupant of such premises are repaired or maintained;

“garage, private” means an accessory building or portion of a dwelling house which is fully enclosed and designed or used for the sheltering of permitted vehicles and storage of household equipment incidental to the residential occupancy;

“garden supply centre” means an establishment engaged in the sale of garden supplies and landscaping materials;

“gasoline retail facility” means a lot on which the retail sale of gasoline or other petroleum products for motor vehicles constitutes either the sole use, such as a gas bar, or an accessory use. This definition shall not include an automobile service station;

“golf course” means a public or private area operated for the purpose of playing golf and includes a par 3 golf course, but does not include a driving range, a miniature golf course, or similar use;

Former Township of Rideau Zoning By-law 2004-428

“grade” - see “finished grade”;

“gravel pit” means any open excavation made for the removal of any soil, earth, clay, marl, sand, gravel, or unconsolidated rock or mineral in order to supply material for construction, manufacturing or industrial purposes, but shall not include an excavation incidental to the erection of a building or structure for which a building permit has been granted by the Corporation, or an excavation incidental to the construction of any public works. This definition may include a wayside pit as defined herein, and/or a washing and screening operation;

“gross floor area” - see “floor area”;

“ground floor area” - see “floor area”;

“gross vehicle weight” means the total weight in kilograms transmitted to the highway by a vehicle, or combination of vehicles, and load;

“guest room” means a room or suite of rooms which contains no facilities for cooking, and which is used or maintained for gain or hire by providing accommodation to the public;

“habitable room” means a room designed to provide living, dining, sleeping, or kitchen accommodation for persons. This definition may include a bathroom, den, library or enclosed sunroom, but shall not include any private garage, carport, porch, veranda, unfinished attic, unfinished basement or unfinished cellar;

“height”, when used with reference to a building, means the vertical distance between the finished grade and

- (a) the highest point of the roof surface, if a flat roof,
- (b) the deck line, if a mansard roof,
- (c) the midpoint between the eaves and the ridge, if a hip, gable, shed or gambrel roof, or
- (d) the highest point of the building or structure in all other cases,

exclusive of any accessory roof structure such as an antenna, chimney, steeple or tower. In the case where “height” is expressed in terms of storeys, “height” means the total number of storeys above and including the first storey.

(2007-258; 23-05-07)

“building height” shall have a corresponding meaning;

“hobby farm” means a farm which is secondary to the main residential use of the property;

Former Township of Rideau Zoning By-law 2004-428

“home occupation” means any occupation conducted for gain or profit as an accessory use within a permitted dwelling house or a permitted dwelling unit by one or more of the persons residing in such dwelling house or dwelling unit;

“home occupation, rural” means any occupation conducted for gain or profit as an accessory use on a permitted farm. This definition may include a farm produce outlet, a produce grading station, or a merchandise service shop;

“institute” means a building, structure or lot used by an organized body, religious group or society for a non-profit, non-commercial purpose. This definition may include a library, college, university, convent, monastery or similar use;

“interior lot” - see “lot”;

“interior side lot line” - see “lot line”;

“interior side yard” - see “yard”;

“kennel” means a use where the predominant economic activity consists of the raising or boarding of dogs or cats;

“landscaped open space” means the space on a lot which is suitable for the growth and maintenance of grass, flowers, bushes, trees and other landscaping. This definition may include any surfaced walk, patio or other similar area, but shall not include any driveway or ramp (whether surfaced or not), any curb, retaining wall, parking area, loading space or any open space beneath or within any building or structure;

“lane” means a public thoroughfare which affords only a secondary means of access to abutting lots and which is not intended for general traffic circulation;

“laundromat” means an establishment containing one or more washers, each having a capacity not exceeding 50 pounds, and drying, ironing, finishing and incidental equipment, provided that only water, soaps and detergents are used and provided that no such operation shall emit any noise or vibrations which cause a nuisance or inconvenience within or without the premises. This definition may include a self-service dry cleaning establishment;

“loading space” means an area provided for the temporary parking of vehicles loading or unloading animals, equipment, goods or materials;

Former Township of Rideau Zoning By-law 2004-428

“legal sign” - see “sign, legal”;

“lot” means a parcel of land which is capable of being legally conveyed in accordance with the provisions of the *Planning Act*;

- (a) “corner lot” means a lot situated at the intersection of 2 streets, of which 2 adjacent sides, that abut the intersecting streets, contain an angle of not more than 135 degrees; where such adjacent sides shall be deemed to be the angle formed by the intersection of the tangents to the street lines, drawn through the extremities of the interior lot lines, provided that, in the latter case, the corner of the lot shall be deemed to be that point on the street lines nearest to the point of intersection of the said tangents;
- (b) “interior lot” means any lot which has street access, other than a corner lot or a through lot;
- (c) “through lot” means any lot having street access on 2 or more street lines, other than a corner lot;

“lot area” means the total horizontal area within the lot lines of a lot, excluding the horizontal area of any flood plain or marsh located on such lot;

“lot coverage” means that portion of the lot area of a lot covered by the perpendicular projections onto a horizontal plane of the area of all buildings on the lot, exclusive of the following:

- (a) enclosed malls when used as a common area between stores;
- (b) canopies, balconies, and overhanging eaves which are not less than eight (8) feet above finished grade;

“lot depth” means the horizontal distance between the front and rear lot lines. If the front and rear lot lines are not parallel, “lot depth” means the length of a straight line joining the middle of the front lot line with the middle of the rear lot line. If there is no rear lot line, “lot depth” means the length of a straight line joining the middle of the front lot line with the apex of the triangle formed by the side lot lines;

“lot frontage” means the horizontal distance between the side lot lines, such distance being measured along a line which is parallel to the front lot line and distant from the front lot line a distance equal to the minimum required front yard depth. “Lot frontage” does not include the extent to which a lot abuts the end of a street, other than a street which terminates in a cul-de-sac;

Former Township of Rideau Zoning By-law 2004-428

“lot line” means any boundary of a lot or the vertical projection thereof:

- (a) “front lot line” means, in the case of an interior lot, the line dividing the lot from the street. In the case of a corner lot, the shorter lot line abutting a street shall be deemed the front lot line and the longer lot line abutting a street shall be deemed an exterior side lot line. In the case of a through lot or a corner lot whose exterior lot lines are the same length, the lot line where the principal access to the lot is provided shall be deemed to be the front lot line;
- (b) “rear lot line” means, in the case of a lot having 4 or more lot lines, the lot line farthest from and opposite to the front lot line. If a lot has less than 4 lot lines, there shall be deemed to be no rear lot line;
- (c) “side lot line” means a lot line other than a front or rear lot line;

“maintenance garage” - see “garage, maintenance”;

“marina” means an establishment or premises containing docking facilities and located on a water body, where boats and boat accessories are berthed, stored, serviced, repaired or kept for sale or rent and where facilities for the sale of marine fuels and lubricants may be provided;

“marine facility” means an accessory building or structure which is used to take a boat into or out of a water body, to moor, to berth or to store a boat. This definition may include a boat launching ramp, boat lift, dock or boathouse, but shall not include any building used for human habitation or any boat service, repair or sales facility;

“merchandise service shop” - see “service shop, merchandise”;

“mobile home” means a prefabricated building, designed to be transported on its own chassis (notwithstanding that its running gear is, or may be removed), and designed and equipped for year-round occupancy and containing therein facilities for cooking or for the installation of cooking equipment as well as sanitary facilities, including a flush toilet and a shower or bathtub. This definition shall not include a tourist vehicle as defined herein;

“mobile home park” means land which has been provided and designed for the location thereon of 2 or more occupied mobile homes;

“modular dwelling house” - see “dwelling house”;

Former Township of Rideau Zoning By-law 2004-428

“motel” - see “tourist establishment”;

“museum” means an establishment and/or premises which is used for the storing and exhibition of objects illustrating antiquities, natural history, arts, etc. and which is publicly or privately owned or managed;

“net leasable area” - see “floor area”;

“non-complying”, when applied to a use, building or structure, means a use, building or structure which is listed as a permitted use in the zone in which it is located but which contravenes one or more of the provisions of this By-law for the zone in which such use, building or structure is located, as of the date of passing of this By-law;

“non-conforming” when applied to a use, building or structure, means a use, building or structure which, on the date of the passing of this By-law, does not conform to the provisions of this By-law for the zone in which such use, building or structure is located;

“open storage area” means land used for the storage of equipment, goods or materials. This definition shall not include a storage use located in a building, a parking area, a loading space, an outside area on a permitted farm used for the storage of farm equipment, nor a salvage yard as defined herein;

“park” means an area, consisting largely of open space, which may include a recreational area, playground or playfield, or similar use, but shall not include a mobile home park or a tourist camp;

- (a) “public park” means a park owned or controlled by the Corporation or by any Ministry, Board, Commission or Authority established under any statute of Ontario or Canada;
- (b) “private park” means a park other than a public park.

“parking area” means an area or structure provided for the parking of motor vehicles and includes any related aisles and parking spaces but shall not include any part of a driveway, a public street or lane. This definition may include a private garage;

“parking lot” means any parking area other than a parking area accessory to a permitted use on the same lot;

Former Township of Rideau Zoning By-law 2004-428

“parking space” means a portion of a parking area, used for the temporary parking or storage of a motor vehicle, exclusive of any aisles or driveways which: in the case of a private garage or carport consists of an area of not less than 14.8 square metres having a minimum width of 2.4 metres; or, in any other case, consists of a minimum width of 2.6 metres and a minimum length of 5.75 metres;

“permitted” means permitted by this By-law;

“person” means any human being, association, firm, partnership, incorporated company, corporation, agent or trustee, and the heirs, executors or other legal representatives of a person to whom the context can apply according to law;

“personal service shop” - see “service shop, personal”;

“planting strip” means an area which shall be used for no purpose other than planting and maintaining a row of trees or a continuous unpierced hedgerow of evergreens or shrubs, not less than 5 feet high, immediately adjacent to the lot line or portion thereof along which such planting strip is required herein. The remainder of such planting strip shall be used for no purpose other than planting and maintaining shrubs, flowers, grass or similar vegetation;

“planting strip width” means the least horizontal dimension of a planting strip measured perpendicularly to the lot line adjoining such planting strip;

“portable living unit” means a temporary, moveable dwelling unit secondary to the primary household or main residence which is owner occupied. The maximum gross floor area is 65 m². The portable living unit shall be serviced by the well and septic of the primary residence;

“private club” - see “club, private”;

“private garage” - see “garage, private”;

“private swimming pool” - see “swimming pool, private”;

“public use” means a building, structure or lot used for public services by the Corporation, any local board of the Corporation, any Authority, Board, Commission or Ministry established under any statute of Ontario or Canada, any telephone or telegraph company, any public utility corporation, or any railway company authorized under the *Railway Act*;

“rear lot line” - see “lot line”;

Former Township of Rideau Zoning By-law 2004-428

“rear yard” - see “yard”;

“recreational establishment” means a billiard or pool hall, bowling alley, curling or skating rink, or similar use;

“rental cabin or rental cottage” - see tourist establishment;

“required yard” - see “yard”;

“restaurant” means a building or part of a building where food is offered for sale or sold to the public for immediate consumption therein. This definition shall not include a boarding or lodging house;

“restaurant, drive-in” means an establishment where food is offered for sale or sold to the public for consumption, such establishment being designed for consumption of food within a motor vehicle parked in a permitted parking space on the premises of the establishment;

“restaurant, freestanding” means an establishment where food is offered for sale or sold to the public for consumption therein, or for consumption off the premises of the establishment. This definition shall not include a boarding or lodging house;

“restaurant, take-out” means an establishment where food is offered for sale or sold to the public solely for consumption off the premises of the establishment;

“retail store” means a building or part of a building in which goods, wares, merchandise, substances, articles or things are offered or kept for sale at retail, but does not include any establishment otherwise defined herein or specifically listed as a permitted use in a Commercial Zone;

“rural home occupation” - see “home occupation, rural”;

“salvage yard” means an establishment or premises where derelict, discarded, abandoned or inoperable motor vehicles and/or other goods, wares, merchandise, articles or things are stored wholly or partially in the open. This definition shall include a junk yard, a scrap yard or an automobile wrecking yard, but shall not include any landfill site, any establishment or premises wherein open storage is incidental and subordinate to the running, repair or sale in useable or operable condition of any goods, wares, merchandise, articles or things, or any other use that is separately defined by this By-law;

Former Township of Rideau Zoning By-law 2004-428

“school” means a school under the jurisdiction of a Board, as defined in the *Education Act*;

“semi-detached dwelling house” - see “dwelling house”;

“secondary dwelling unit” means a separate residential unit subsidiary to, and located in the same building as, its principal dwelling unit; and its creation does not result in a semi-detached, duplex, triplex, converted house or converted dwelling house, dwelling unit, accessory or accessory dwelling unit, or three-unit dwelling as otherwise may be defined.

(2005-367; 24-08-05)

“second-hand shop” means a building or part of a building in which used goods, wares, merchandise, substances, articles or things are offered or kept for sale at retail and may include such things as a flea market, a pawnshop, an antique store, an opportunity shop or similar use;

“seed, feed and fertilizer wholesale and retail operation” means an establishment wherein seed and feed used for agricultural operations are processed and sold on a retail and wholesale basis. This definition shall include: fertilizer sales on a retail basis; custom cleaning of seed and grinding of feed for agricultural operations; grain storage; and agricultural-related retail sales, such as baler-twine and bale tarp, with a gross floor area of not more than 230 m²;

“senior citizens dwelling house” - see “dwelling house”;

“service shop, merchandise” means an establishment wherein articles or goods such as appliances, furniture or similar items may be repaired or serviced. This definition shall not include any manufacturing operation or establishment used for the service or repairs of vehicles;

“service shop, personal” means an establishment wherein a personal service is performed. This definition may include a barber shop, a beauty salon, a dressmaking shop, a shoe repair facility, a tailor shop, a photographic studio or similar use;

“setback” means the least horizontal dimension between the centreline of a street allowance, measured at right angles to such centreline, and the nearest part of any excavation, building or structure on the lot, or the nearest open storage use on the lot;

“shopping centre” means a group of restricted business uses designed, developed and managed as a unit, having the required off street parking provided on the site;

“shoreline” means any lot line or portion thereof which abuts a water body;

Former Township of Rideau Zoning By-law 2004-428

“side lot line” - see “lot line”;

“side yard” - see “yard”;

“sight triangle” means the triangular space formed by the street lines of a corner lot and a line drawn from a point in one street line to a point in the other street line, each such point being 9.0 metres from the point of the intersection of the street lines (measured along the street lines). Where the two street lines do not intersect at a point, the point of intersection of the street lines shall be deemed to be the intersection of the projection of the street lines or the intersection of the tangents to the street lines;

“sign, legal” means a name, identification, description, device, display or illustration which is affixed to or represented directly or indirectly upon a building, structure or lot which directs attention to an object, product, place, activity, person, institute, organization or business and which does not contravene any By-law of the Corporation, or any Regulations of the Government of Ontario or Canada;

“single dwelling house” - see “dwelling house”;

“specialized farm” - see “farm”;

“stone quarry” means any open excavation made for the removal of any consolidated rock or mineral including limestone, sandstone or shale, in order to supply material for construction, industrial, or manufacturing purposes, but shall not include an excavation incidental to the erection of a building or structure for which a building permit has been granted by the Corporation, or an excavation incidental to the construction of any public works. This definition may include a wayside quarry as defined herein;

“storey” means that portion of a building or structure between any floor level of such building or structure and the floor, ceiling or roof next above such floor level;

- (a) “first storey” means the storey with its floor closest to the finished grade and having its ceiling at least 1.8 metres above finished grade;
- (b) “one-half storey” means that portion of a building situated wholly or partly within the roof and in which there is a vertical dimension of at least 2.2 metres (measured from finished floor to finished ceiling) over a floor area equal to at least one-half of the floor area of the storey next below;
- (c) “attic” means that portion of a building situated wholly or partly within the roof, but which is not a half-storey;

Former Township of Rideau Zoning By-law 2004-428

- (d) “basement” means any storey below the first storey;
- (e) “cellar” means a basement that has more than one-half of the vertical dimension thereof (measured from finished floor to finished ceiling) below finished grade;

“street” means a public thoroughfare under the jurisdiction of the Corporation, the Province of Ontario or the Government of Canada. This definition shall not include lane or private right-of-way;

“street allowance” - see “street”;

“street access” means, when referring to a lot, that such lot has a lot line or portion thereof which is also a street line;

“street line” means the limit of the road or street allowance, and is the dividing line between a lot and a street;

“structure” means anything constructed or erected, the use of which requires location on or in the ground, or attached to something having location on or in the ground;

“supermarket” means a store in which various kinds of foodstuffs are kept for retail sale, including fresh, frozen, prepared and preserved groceries, meats, fish, fruit, beverages, garden produce, dairy products and bakery products; and as an accessory use, goods or merchandise may be kept for retail sale, including hardware, patent medicine, toilet preparations, personal hygiene products, household supplies and magazines;

“swimming pool, private” means any body of water, permanently located outdoors on privately owned property, contained by artificial means, and used and maintained for the purpose of swimming, wading, diving or bathing;

“through lot” - see “lot”;

“tourist camp” means any parcel of land which is used to provide temporary accommodation for the public, or members of an organization, in tents, tourist trailers or tourist vehicles whether or not a fee is charged or paid for such accommodation;

“tourist establishment” means a building designed for the accommodation of the travelling or vacationing public;

Former Township of Rideau Zoning By-law 2004-428

- (a) “motel” means a tourist establishment containing therein 5 or more guest rooms, each guest room having a separate entrance from outside the building. Accessory uses may include accommodation for permanent staff, a beverage room, dining room, meeting room or similar use;
- (b) “rental cabin or rental cottage” means a tourist establishment consisting of a single dwelling house or a semi-detached dwelling house;

“tourist vehicle” means any self-propelled vehicle including a bus, motor home, truck or van, which is equipped for the temporary living, sleeping, or eating accommodation of persons;

“townhouse” - see “dwelling house”;

“trailer” means any vehicle designed to be towed by a motor vehicle;

- (a) “tourist trailer” means a trailer capable of being used for the temporary living, sleeping, or eating accommodation of persons (notwithstanding that its running gear is or may be removed). This definition shall not include a mobile home as defined herein;

“use” when used as a noun, means the purpose for which a lot, building or structure, or any combination thereof is designed, arranged, occupied or maintained;

“uses” shall have a corresponding meaning;

“use” (when used as a verb) or “to use” shall have corresponding meanings;

“vehicle” means an automobile, a boat, a commercial motor vehicle not exceeding one ton capacity, a farm implement, a mobile home, a snowmobile, a tourist vehicle or a trailer;

“vehicle sales or rental establishment” means an establishment having as its main use the storage of vehicles for sale, rent or lease. Accessory uses may include facilities for the repair or maintenance of such vehicles;

“warehouse” means a building or portion of a building used only for the bulk storage of goods, wares, merchandise or materials and accessory office space and shall include a wholesale establishment as defined herein;

“water body” means any bay, lake, natural watercourse or canal, but excluding a drainage or irrigation channel;

Former Township of Rideau Zoning By-law 2004-428

“wayside pit” means a temporary open excavation made for the removal of any soil, earth, clay, marl, sand, gravel or unconsolidated rock or mineral in order to supply material for construction, manufacturing or industrial purposes, opened and used by a public road authority solely for the purpose of a particular project or contract of road construction. This definition may include an associated washing or screening operation but shall not include an excavation incidental to the erection of a building or structure for which a building permit has been issued by the Corporation, or an excavation incidental to any public works;

“wayside quarry” means a temporary open excavation made for the removal of any consolidated rock or mineral including limestone, sandstone or shale, in order to supply material for construction, industrial or manufacturing purposes, opened and used by a public road authority solely for the purpose of a particular project or contract of road construction. This definition shall not include an excavation incidental to the erection of a building or structure for which a building permit has been issued by the Corporation, or an excavation incidental to the construction of any public works;

“wholesale establishment” means a building or portion of a building used for the bulk storage and sale of quantities of goods, wares, merchandise or materials for resale or business use;

“yard” means a space, appurtenant to a building or storage or excavation, located on the same lot as the building or structure or excavation, and which space is open, uncovered and unoccupied from the ground to the sky except for such accessory buildings, structures or uses as are specifically permitted elsewhere in this By-law;

- (a) “front yard” means a yard extending across the full width of the lot between the front lot line and the nearest part of any excavation, or main building on the lot;
- (b) “front yard depth” means the least horizontal dimension between the front lot line of the lot and the nearest part of any building, structure or excavation on the lot, or the nearest open storage use on the lot;
- (c) “rear yard” means a yard extending across the full width of the lot between the rear lot line of the lot and the nearest part of any excavation or main building on the lot. If there is no rear lot line, there shall be deemed to be no rear yard;

Former Township of Rideau Zoning By-law 2004-428

- (d) “rear yard depth” means the least horizontal dimension between the rear lot line of the lot and the nearest part of any building, structure or excavation on the lot, or the nearest open storage use on the lot;
- (e) “side yard” means a yard extending from the front yard to the rear yard and from the side lot line of the lot to the nearest part of any main building or excavation on the lot. In the case of a lot which has no rear lot line, the side yard shall extend from the front yard to the opposite side yard;
- (f) “side yard width” means the least horizontal dimension between the side lot line of the lot and the nearest part of any building or structure or excavation on the lot, or the nearest open storage use on the lot;
- (g) “exterior side yard” means a side yard immediately adjoining a street;
- (h) “interior side yard” means a side yard other than an exterior side yard;
- (i) “required yard” means a yard with the minimum front yard depth, rear yard depth, or side yard depth required by the provisions of this By-law. A required side yard shall extend from the required front yard to the required rear yard or, in the case of a lot which has no rear lot line, the required side yard shall extend from the required front yard to the opposite required side yard;

“zone” means a designated area of land use shown on Schedule “A” hereto.

This is Exhibit "D" referred to in the
Affidavit of Peter Twilley sworn March 3, 2025.

DocuSigned by:

Krista Libman

02EBC9B133654B1...

Krista Libman LSO#44723B

Commissioner for Taking Affidavits (or as may be)

This affidavit was sworn in accordance with O. Reg 431/20 "Administering Oath or Declaration
Remotely"



Document General

Form 4 — Land Registration Reform Act, 1984

LMH-W
Electronic Form No. 6
11/91

D

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="font-size: 24px; font-weight: bold;">N 702593</p> <p style="text-align: center;">CERTIFICATE OF REGISTRATION CENTRAL DEMONSTRATION OTTAWA - CARLETON</p> <p style="font-size: 24px; font-weight: bold;">94 00 26 14 30</p> <p style="text-align: right;">New Property Identifiers</p> <p style="text-align: right;">Additional: See Schedule <input type="checkbox"/></p> <p>Executions</p> <p style="text-align: right;">Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/></p>	<p>(2) Page 1 of 30 pages 80</p>										
	<p>(3) Property Identifiers Block Property</p> <p style="text-align: right;">Additional: See Schedule <input type="checkbox"/></p>											
	<p>(4) Nature of Document SITE PLAN AGREEMENT</p>											
	<p>(5) Consideration NIL</p> <p style="text-align: right;">Dollars \$ NIL</p>											
	<p>(6) Description Part of Lot 5, Concession 2, Township of Rideau (formerly North Gower), Regional Municipality of Ottawa-Carleton, designated as Part 2 on Plan 5R-13075.</p>											
<p>(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>												
<p>(8) This Document provides as follows:</p> <p style="font-size: 18px;">See Attached Site Plan Agreement</p> <p style="text-align: right;">Continued on Schedule <input type="checkbox"/></p>												
<p>(9) This Document relates to instrument number(s)</p>												
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>(10) Party(ies) (Set out Status or Interest) Name (s)</p> <p>THE CORPORATION OF THE TOWNSHIP OF RIDEAU</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Signature (s)</p> <p>PER <i>[Signature]</i> 1994 08 24 JAMES STEWART - MAYOR</p> <p>PER <i>[Signature]</i> 1994 08 22 J. DAVID BALL - CLERK</p> </td> </tr> </table>			<p>(10) Party(ies) (Set out Status or Interest) Name (s)</p> <p>THE CORPORATION OF THE TOWNSHIP OF RIDEAU</p>	<p>Signature (s)</p> <p>PER <i>[Signature]</i> 1994 08 24 JAMES STEWART - MAYOR</p> <p>PER <i>[Signature]</i> 1994 08 22 J. DAVID BALL - CLERK</p>								
<p>(10) Party(ies) (Set out Status or Interest) Name (s)</p> <p>THE CORPORATION OF THE TOWNSHIP OF RIDEAU</p>	<p>Signature (s)</p> <p>PER <i>[Signature]</i> 1994 08 24 JAMES STEWART - MAYOR</p> <p>PER <i>[Signature]</i> 1994 08 22 J. DAVID BALL - CLERK</p>											
<p>(11) Address for Service Box 310, 2155 Roger Stevens Drive, North Gower, Ontario, K0A 2T0</p>												
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>(12) Party(ies) (Set out Status or Interest) Name (s)</p> <p>RIDEAU CHRISTIAN FELLOWSHIP CENTRE</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Signature (s)</p> <p><i>[Signature]</i> 1994 08 21 Per Philip Daskatch - President</p> </td> </tr> </table>			<p>(12) Party(ies) (Set out Status or Interest) Name (s)</p> <p>RIDEAU CHRISTIAN FELLOWSHIP CENTRE</p>	<p>Signature (s)</p> <p><i>[Signature]</i> 1994 08 21 Per Philip Daskatch - President</p>								
<p>(12) Party(ies) (Set out Status or Interest) Name (s)</p> <p>RIDEAU CHRISTIAN FELLOWSHIP CENTRE</p>	<p>Signature (s)</p> <p><i>[Signature]</i> 1994 08 21 Per Philip Daskatch - President</p>											
<p>(13) Address for Service R.R. #3 North Gower, Ontario, K0A 2T0</p>												
<p>(14) Municipal Address of Property NOT ASSIGNED</p> <p style="font-size: 24px; font-weight: bold;">NG-5</p>	<p>(15) Document Prepared by:</p> <p>Lang Michener 300 - 50 O'Connor Street R.O. Box 150/151/182</p>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">Fees and Tax</th> </tr> <tr> <td style="width: 60%;">Registration Fee</td> <td style="width: 40%;">5</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td> </td> </tr> </table>			Fees and Tax		Registration Fee	5					Total	
Fees and Tax												
Registration Fee	5											
Total												

702593

SITE PLAN AGREEMENT

BETWEEN: RIDEAU CHRISTIAN FELLOWSHIP CENTRE
AND: THE CORPORATION OF THE TOWNSHIP OF RIDEAU

TABLE OF CONTENTS**SECTION I - GENERAL**

Definitions	1.00
Schedules	1.10
Lands	1.20 - 1.21

SECTION II - SCOPE AND TIMING

Design Responsibilities of Owner	2.00 - 2.07
Construction of Building and Works	2.10 - 2.11
Utility Services	2.20
Drainage	2.30 - 2.31
Timing of Construction	2.40 - 2.42

SECTION III - APPROVAL OF WORKS AND MAINTENANCE

Preliminary Approval	3.00 - 3.02
Final Approval	3.10 - 3.13
Acceptance of any Public Works	3.20
Responsibilities of Owner	3.30
Maintenance	3.40

SECTION IV - FINANCIAL ARRANGEMENTS

Fees and Charges	4.00
Security	4.10 - 4.15
Additional Security	4.20
Use of Security Deposits	4.30 - 4.31
Release of Security	4.40
Insurance	4.50
Interest on Overdue Accounts	4.60

SECTION V - GRANTING OF LAND FOR PUBLIC PURPOSES

Transfer of Lands and Easements	5.00
Easements over Adjoining Lands	5.10
Other Utility Easements	5.20

SECTION VI - BUILDING PERMITS

Permit Required to Commence Construction	6.00 - 6.01
Restriction on Issuance of Permits	6.10
Stoppage of Building Permits	6.20 - 6.21
Stoppage of Work and Release of Building Permits	6.30 - 6.31

SECTION VII - LEGAL ARRANGEMENTS

Preparation of Documents	7.00 - 7.02
Registration of Documents	7.10
Termination of Agreement	7.20
Construction Lien Act Compliance	7.30
Indemnity	7.40
Default of Owner	7.50
Notice	7.60

SECTION VIII - MISCELLANEOUS

Special Conditions	8.00 - 8.10
Encumbrancers' Consents	8.20

702593

3

Number and Gender	8.30
Binding on Successors	8.40

SCHEDULES

For List of Schedules See Clause	1.10
----------------------------------	------

702593

4

THIS AGREEMENT made this _____ day of August, 1994.

BETWEEN:

RIDEAU CHRISTIAN FELLOWSHIP CENTRE

Herein jointly called the "OWNER"

OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF RIDEAU

Herein called the "TOWNSHIP"

OF THE SECOND PART

WHEREAS the Owner, as the registered owner of the lands firstly described in Schedule "A", has applied to the Township for site plan control approval pursuant to Section 41 of the Planning Act, as amended, and the Township will give its approval subject to a condition that this Agreement be entered into and registered.

NOW THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Township to the Owner and in consideration of the mutual covenants herein expressed, the parties hereto covenant and agree one with the other as follows:

**SECTION 1 - GENERAL
DEFINITIONS**

1.00 In this Agreement:

"FINAL APPROVAL" means the date on which Council finally approves all works and other matters which are to be done, constructed, installed, supplied or performed by the Owner pursuant to this Agreement.

"COUNCIL" means the elected Council of the Township.

"ENGINEERING PLANS" mean those plans of an engineering nature required to be prepared pursuant to Schedules "C", "D" and "E" and include the engineering plans annexed as Schedule "B", sometimes referred to as part of the site plans.

"ONTARIO PROVINCIAL STANDARD SPECIFICATIONS" also referred to as "O.P.S. SPECIFICATIONS" and as "O.P.S.S." means, where appropriate, the most recent version unless otherwise noted, of the General Conditions, Standard Specifications, Supplemental Specifications, and Standard Drawings developed by the Joint Committee on Provincial Standards and Specification for Roads and Municipal Standards.

"OWNER" means the Parties of the First Part, their heirs, executors, administrators, successors and assigns and any other individual, association, partnership or corporation or contractor carrying out any work or works for the Owner, provided that where there is a covenant or agreement by the Owner contained in the Subdivision Agreement, the covenant or agreement is by both the Parties of the First Part, for themselves and their heirs, executors, administrators, successors and assigns but the Parties of the First Part shall continue to remain fully liable on the covenant and agreement even if they have heirs, executors, administrators or successors or has assigned.

"PRELIMINARY APPROVAL" means the approval given by the Township Engineer by certificate certifying to the Township that a particular work or particular works have been completed to the satisfaction of the Township Engineer.

"PROFESSIONAL ENGINEER" means an engineer registered by the Association of Professional Engineers of Ontario. Where in this Agreement the word "engineer" is used that person shall be required to be a Professional Engineer.

"PUBLIC HIGHWAY" means a road.

702593

5

"REGION" means the Regional Municipality of Ottawa-Carleton.

"ROAD" means:

- (a) the public roads or any part or parts thereof which the lands described in Schedule "A" adjoin and extending the full width of the road allowance from lot boundary to lot boundary;
- (b) any daylighting triangles shown on the Site Plan; and
- (c) any areas of road widening shown on the Plan of Subdivision.

"ROAD ALLOWANCE" has the same meaning as road.

"SITE PLAN" means collectively all planning, engineering and site plans which are required to be prepared pursuant to Schedules "C", "D" and "E" and include the plans annexed as Schedule "B". "SITE PLAN" may also mean the specific site plan annexed to Schedule "B".

"STREET" means a road.

"TOWNSHIP ENGINEER" means any engineer designated by Council as the Township Engineer.

"TOWNSHIP PLANNER" means any planner designated by Council as the Township Planner.

"WORK" means any work, material, matter or thing required by this Agreement to be done, constructed, installed, supplied or performed, or any part thereof, and includes any work referred to in Schedule "C". "WORKS" has a corresponding meaning.

SCHEDULES

1.10 The following Schedules form part of this Agreement:

SCHEDULES

HEADINGS

"A"	Description of Lands to Which This Agreement Applies.
"B"	Site and Engineering Plans.
"C"	Requirements for Submission of Plans and Other Documents.
"D"	Planning Requirements.
"E"	Engineering and Servicing Requirements.
"F"	Financial Arrangements
"G"	Transfers of Lands and Easements.
"H"	Special Conditions, Restrictors and Covenants.
"I"	Form of Letter of Credit.

LANDS

1.20 The lands to which this agreement shall apply are the lands described in Schedule "A" and shown on the site plans attached as Schedule "B".

1.21 The Owner warrants that it is the owner in fee simple of the lands described in Schedule "A".

SECTION II - SCOPE AND TIMING OF WORK DESIGN RESPONSIBILITIES OF THE OWNER

2.00 The owner shall be responsible for the design and supervision of the construction and installation of the works required in this Agreement but such design and supervision shall be subject to the approval of the Township Engineer and the Township Planner.

702593

The owner shall employ competent professionals acceptable to the Township

- (a) to design
- (b) to prepare the necessary specifications for,
- (c) to obtain the necessary approvals in conjunction with the Township for,
- (d) to supervise the construction of and the filling and grading for,
- (e) to maintain all records of construction relating to,

all of the works as may be required by the Township. The design and preparation of the necessary plans and specifications for all works shall be completed and approved by the Township Engineer, the Township Planner and Council before the Township issues any building permit for the construction of any building or structure on the lands described in Schedule "A" and before any work on the lands described in Schedule "A" is commenced.

2.01 The Owner shall furnish all plans, specifications, calculations, contours or other information pertaining to the work which may be required by the Township Engineer and the Township Planner so that the Township Engineer and the Township Planner can review the design and supervision proposals.

2.02 Examination and acceptance of drawings, specifications and contract documents by the Township Engineer and the Township Planner shall not relieve the Owner of its obligation to carry out all work required under this Agreement in accordance with standard engineering and planning requirements.

2.03 When supervising the works the Owner's competent professional shall have responsible employees on site at all times when works are being constructed or installed.

2.04 Any person or firm employed by the Owner to provide engineering services outlined in Clause 2.00 shall be required to carry professional liability insurance. The Township shall be provided with a certificate of liability insurance, certified by the insurer, as proof of insurance, prior to the Township or the Township Engineer undertaking any review of plans prepared by the Owner's engineer. The certificate shall bear the expiry date of the policy, which policy must be kept in force until final acceptance of all works by the Township. The minimum policy limit shall be \$250,000.00 for any single claim, with a minimum annual aggregate of \$500,000.00.

2.05 The Owner shall submit to the Township Engineer, if requested, copies of all executed contracts relating to the construction of the works, and all other documents or information relating to the works.

2.06 The Township Engineer shall have the right at all times to inspect the construction and installation of works. If at any time the Township Engineer is of the opinion that works are not being carried out in accordance with the approved plans and specifications or in accordance with good engineering and planning practice, he may stop all or any part of the work until it has been placed in satisfactory condition.

2.07 The Township Engineer may have any qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the works required by this agreement, or may require soil tests to be carried out. All tests carried out shall be done at the expense of the Owner. Nothing herein shall relieve the Owner of its responsibility to carry out any tests required by good engineering and planning practice. The Township shall supply the Owner with copies of the results of the tests.

CONSTRUCTION OF BUILDINGS AND WORKS

2.10 The proposed buildings, structures and other works including landscaping detail specified in the Schedules hereto annexed shall be erected in conformity with the said Schedules to the satisfaction of the Township and subsequently, shall be maintained in conformity with the said Schedules hereto to the satisfaction of the Township. No buildings, structures or other works shall be erected on the said land other than those erected in conformity with the said Schedules.

2.11 Written authority of the Township shall be obtained prior to any alterations being made which would in any way represent a departure from the specifications detailed in the said Schedules.

702593

7

UTILITY SERVICES

2.20 The Owner shall arrange with the appropriate hydro, telephone, cablevision and other public utility companies for the installation of such services as are necessary and for the relocation of any existing installations at no cost to the Township and in accordance with the terms, conditions and specifications required by such utility companies. The Owner shall ensure that all utility services to be provided to service the lands described in Schedule "A" and the buildings to be erected thereon are underground.

DRAINAGE

2.30 The Owner shall construct, in accordance with the Schedules, all works which are necessary to provide drainage of the lands described in Schedule "A", and adjacent lands which drain through the lands described in Schedule "A", including any works necessary for drainage to an outlet outside the lands described in Schedule "A".

2.31 Neither the Owner, nor any successor in title of the Owner, shall alter the slope of the lands described in Schedule "A", except in accordance with the Schedules, without the prior written consent of the Township Engineer.

TIMING OF CONSTRUCTION

2.40 The work required to be done pursuant to this Agreement shall be commenced within one year of the date of registration of the Agreement. The Township, at its option, on one month's notice to the Owner, may terminate this Agreement if work is not commenced within such period. If the Agreement is so terminated, the Owner shall not commence or continue any work of any nature or kind on the lands described in Schedule "A" until this Agreement has been renegotiated and a new or revised Agreement made pursuant to Section 40 of the Planning Act has been registered.

2.41 Prior to the commencement of the work required to be done pursuant to this Agreement, the Owner shall notify the Township of the proposed date of commencement of the work.

2.42 All work required to be done pursuant to this Agreement shall be completed within one year of the date of the commencement of the work, which date of completion shall in no event extend beyond two years from the date of registration of this Agreement.

SECTION III - APPROVAL OR WORKS AND MAINTENANCE

PRELIMINARY APPROVAL

3.00 The following provisions shall apply to applications by the Owner for Preliminary Approval of any work:

- (a) If the Township Engineer is prepared to give Preliminary Approval of any work, but if there are also some minor deficiencies in that work, a list of the deficiencies shall be made by the Township Engineer and the Owner shall correct those deficiencies forthwith.
- (b) The date of the certificate of the Township Engineer certifying that the work has been completed to the satisfaction of the Township Engineer is the date of Preliminary Approval of that work but if that certificate recommends reduction of security, no reduction of security shall take place until it is authorized by Council.
- (c) It is intended that the Owner shall apply for Preliminary Approval of work only when a substantial amount of work has been completed. The Township Engineer on receipt of any application for Preliminary Approval shall decide whether sufficient work has been completed to warrant processing the application for Preliminary Approval.

3.01 Subject to the provisions of Clause 3.00 upon the completion of any work in accordance with the plans and specifications approved by the Township Engineer and the Township Planner and upon the preparation of such work for inspection, the Owner may apply to the Township for Preliminary Approval of that work. Not later than 30 days after the receipt of an application for Preliminary Approval of any work, weather permitting, the Township Engineer shall cause that work to be inspected and shall furnish the Owner with a list of the deficiencies, if any, for that work, or shall give that work Preliminary Approval. If the Township Engineer furnishes the Owner with a list of deficiencies for that work, the Owner shall correct those deficiencies, and the Township Engineer shall give that

work Preliminary Approval upon being satisfied that those deficiencies have been corrected. Preliminary Approval shall not release the Owner from any obligation or constitute acceptance of any work.

3.02 Upon the Preliminary Approval of any work, subject to Clause 3.00(c), the Owner may apply for a reduction in security and the Township may authorize the reduction of any security for that work in accordance with Clause 3.00(b).

FINAL APPROVAL

3.10 Subject to the provisions of this section, the Owner on written application, may apply for Final Approval of all the works upon the expiry of twelve months from the date when Preliminary Approval of all the works has been given.

3.11 Before applying for Final Approval, the Owner shall furnish the Township with the following documents:

- (a) the plans and documents attached as Schedule "B" updated to show as built information.
- (b) a statutory declaration by the Owner that all accounts for work and materials have been paid except normal guarantee holdbacks, and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Owner.

3.12 Except between November 1st and April 30th, when inspections will not be carried out, not later than 30 days after the receipt of an application for Final Approval of all works the Township shall cause those works to be inspected or, if such inspection requires the use of special staff or equipment the Township shall arrange for an inspection at as early a date as possible. Promptly after the completion of that inspection the Township Engineer shall furnish the Owner with a list of the deficiencies, if any, for those works. If the Township furnishes the Owner with a list of deficiencies for the works the Owner shall correct those deficiencies, and the Township may carry out such further inspections as are required to determine whether such deficiencies have been corrected.

3.13 When the Township staff and the Township Engineer are satisfied that all such deficiencies have been corrected, that all works are complete in accordance with this Agreement, that all maintenance and repair requirements have been met, that all Township accounts have been paid, that all financial requirements have been met, and that the Owner has performed all requirements of this Agreement to that date, the Township staff and the Township Engineer shall recommend Final Approval of the works to Council. Final Approval of the works shall be evidenced by a Council resolution.

ACCEPTANCE OF ANY PUBLIC WORKS

3.20 Upon the passing of a resolution of Final Approval of all the works, the ownership of those works located on lands owned by the Township shall vest in the Township.

RESPONSIBILITIES OF OWNER

3.30 The Owner, being the Party of the First Part in this Agreement, is responsible for all works referred to in this Agreement which are to be done, constructed or installed by the Owner until such works have received Final Approval from the Township. The Owner's responsibility for maintenance is set out in clause 3.40. If during or after the works are done, constructed or installed by the Owner but before Final Approval such works are damaged, destroyed, changed or made unworkable in any manner whatsoever by any other person the Owner, being the Party of the First Part, shall repair, replace or make workable such works in accordance with the requirements of this Agreement and to the satisfaction of the Township Engineer. The Owner shall have such responsibility whether the work required to be done to repair, replace or make workable the works must be undertaken on lands owned by the Owner, the Township or any other person. If the Owner, being the Party of the First Part, chooses to sell any of the lands described in Schedule "A" before Final Approval of all the works, the Owner should reserve all necessary rights of access and rights to do work on the lands so sold and such other protection of the Owner as it deems advisable so that it can carry out its responsibilities in full under this clause and this Agreement. The Township shall not be required to give Final Approval of the works and to release any security under this Agreement until the Owner has complied with all of the terms of this Agreement including the Owner's responsibilities herein described.

702593

9

MAINTENANCE

3.40 The Owner and its successors in title shall maintain and continue to maintain all works in perpetuity or until such time as the Township authorizes in writing the demolition of any of the works and the Owner and the Township have executed an agreement, amending this Agreement, permitting the demolition and, if approved, the replacement of the works. Maintenance shall be to the satisfaction of the Township.

SECTION IV - FINANCIAL ARRANGEMENTS

FEES AND CHARGES

4.00 The Owner shall pay to the Township in addition to any other amounts required to be paid under this Agreement the following fees, levies and charges:

- (a) Paid the lot development charge pursuant to the Development Charges Act, as amended, and the by-laws of the Township of Rideau as amended from time to time, as passed pursuant to the Development Charges Act, as amended.
- (b) the amount of all legal, engineering and planning fees and disbursements incurred by the Township in connection with the site development more particularly set forth in Schedule "F".
- (c) any other charges set forth in Schedule "F".

SECURITY

4.10 The Owner shall deposit with the Township as security for the performance of its obligations under this Agreement:

- (a) cash, bank draft or certified cheque.
- (b) an irrevocable open letter of credit of a Canadian commercial bank in a form approved by the Township Treasurer, which form shall be in accordance with the draft form attached as Schedule "I" hereto annexed unless the Township has authorized in writing the use of another form.
- (c) negotiable bonds of the Government of Canada in the amounts hereinafter set forth.

4.11 Any security deposited in compliance with this section is called "security".

4.12 The security of the works shall be calculated on the estimated cost of the works set out in Schedule "F".

4.13 The security required to be deposited shall be in the amounts and forms set out in Schedule "F".

4.14 The security shall be deposited with the Township before the Township executes this Agreement.

4.15 The Owner shall comply with the following requirements in respect of any open letters of credit forming part of the security:

- (a) they shall be in a form approved by the Township Treasurer and shall be irrevocable.
- (b) not later than 30 days before any expiry or termination date contained in any letter of credit, the Owner shall deposit new letters of credit in lieu thereof and shall continue to do so as long as the security of which those letters form part is required by the Agreement.
- (c) if the Owner fails to deposit letters of credit as required in sub-clause (a) and (b), the Township, by certificate of the Treasurer, without notice to the Owner, may call upon the whole or any part of the amount of the letters of credit and shall hold any amount received by it in the same manner as if it had originally been cash deposited under the provisions of this section.

702593

10

ADDITIONAL SECURITY

4.20 At any time and from time to time during the periods when the Township is holding the security referred to in this Section, the Township may instruct the Township's Engineer to determine the present value of the works remaining to be done by the Owner. If the present value of such works is greater than the original cost of the works, by notice in writing the Township may require the Owner to deposit additional security. The Owner shall deposit with the Township Treasurer the additional security within thirty days of the date on which the Township gives such notice, failing which the Owner shall be deemed to be in breach of the provisions of the Agreement. Any additional deposits for security shall be held and used by the Township in the same manner as security referred to in this Section.

4.30 After having first notified the Owner, the Township by resolution of Council, may at any time authorize the calling upon and use of the whole or part of the security to pay the cost of any work that the Township Engineer deems necessary to rectify default by the Owner or to pay the cost of any matter for which the Owner is liable under this Agreement.

4.31 It is understood and agreed that the security or so much thereof as the Township Engineer deems satisfactory shall be held by the Township until Final Approval of all of the works, except where any part is used pursuant to Clause 4.30. Council may authorize the reduction of security on application by the Owner from time to time as works receive Preliminary Approval. A minimum of ten percent (10%) of such security will be retained until Final Approval to cover repairs and maintenance.

RELEASE OF SECURITY

4.40 Upon Final Approval of all works by the Township the balance of the security shall be released by the Township except such security as may be held as a Performance Deposit with respect to the issuance of any building permit.

INSURANCE

4.50 The Owner shall lodge with the Township forthwith, upon execution of the Agreement, an insurance policy with an insurance company satisfactory to the Township to insure for the joint benefit of the Owner and the Township against any liability that may arise out of the construction of installation or maintenance of any work to be performed pursuant to this Agreement. The policy shall be for a minimum of one year but shall be renewed by the Owner at the Owner's expense until two years after Preliminary Approval of the works. Failure to provide evidence to the Township at least thirty days prior to the expiry of the policy, shall be deemed to be a breach of this Agreement. In addition to any other remedies, the Township may call upon any security held pursuant to this Agreement and may place the required insurance out of its security or at the expense of the Owner. Such policy shall carry limited liability in an amount to be specified by the Township but shall be for not less than \$2,000,000.00 for such period; provided that, if at any time or times when the work is in progress in the opinion of the Township the amount of insurance coverage should be increased then on receipt of notice of such opinion, the Owner shall forthwith increase the insurance coverage to the amount specified by the Township and shall forthwith lodge with the Township endorsements to existing policies showing the increase or additional insurance policies covering the amount of the increase. The amounts specified for insurance coverage shall include the name of the Township as an insured. The policy shall not have any exclusion for blasting and must contain a "completed operations" clause. The Owner shall prove to the satisfaction of the Township from time to time, if the Township required, that all premiums on such policies of insurance have been paid and that the insurance is in full force and effect.

INTEREST ON OVERDUE ACCOUNTS

4.60 The Owner shall pay interest to the Township on all sums of money payable to the Township herein which are not paid within thirty days from the date of receipt of a written demand for payment from the Township, herein called the "due date", such interest to be calculated monthly from the due date until such payment is made. The rates of interest so payable shall be determined as follows:

- (a) The interest rate commencing on the due date shall be the rate then currently applying to unpaid taxes.
- (b) If the sums of money payable to the Township are not paid prior to a change in the rate applying to unpaid taxes referred to in sub-clause (a) the interest rate shall be redetermined each time there is a change in the rate applying to unpaid taxes until the sums of money so payable are paid.

SECTION V - GRANTING OF LAND FOR PUBLIC PURPOSES

TRANSFER OF LANDS AND EASEMENTS

5.00 The Owner shall transfer to the Township or to such other municipality, conservation authority or utility company as designated by the Township, without cost to the Township, the lands and easements described in Schedule "G".

EASEMENTS OVER ADJOINING LAND

5.10 Where in the opinion of the Township, storm sewers or other drainage works require an outlet over, under or across lands not owned by the Owner, the Owner shall obtain either by deed, transfer, grant or transfer of easement or licence the necessary outlet and shall transfer or assign the interest so obtained to the Township. If the Owner is unable to obtain such a deed, transfer, grant or transfer of easement or licence within a reasonable period prior to the signing of this Agreement, the Township may obtain the necessary easements or interests and the Owner shall pay all costs thereof.

OTHER UTILITY EASEMENTS

5.20 In addition to the easements set out in Schedule "G", the Owner shall transfer to the relevant Utility Companies any easement of interest in land reasonably required and approved by the Township, which approval the Township shall not unreasonably withhold, for the purpose of furnishing hydro, telephone, cablevision and gas services to the lands described in Schedule "A". Such transfers may be required before or after the registration of this Agreement.

SECTION VI - BUILDING PERMITS

PERMIT REQUIRED TO COMMENCE CONSTRUCTION

6.00 The Owner shall not commence or permit the commencement of construction of any building or structures before the issuance by the Township of a valid building permit.

6.01 No person shall receive any building permit unless he produces a signed authority from the Owner or its successors in title.

RESTRICTION ON ISSUANCE OF PERMITS

6.10 The Owner shall not apply for and the Township shall not be bound to issue any building permit for any building or structure to be located on part of the lands described in Schedule "A" until the Owner has done the following:

- (a) The Owner shall have obtained the approval of the plans referred to in Clause 2.00.
- (b) This Agreement has been executed and registered.
- (c) Paid the lot development charge referred to in Clause 4.00.
- (d) Paid any Performance Deposit required by the Township pursuant to the Building By-Law of the Township.
- (e) The Owner shall have complied with any other requirements in this Agreement with respect to the lands described in Schedule "A" which are expressed to be required to be done before a building permit is issued. These requirements may be set out under the Special Conditions contained in Schedule "H".

STOPPAGE OF BUILDING PERMITS

6.20 The issuance of building permits may be stopped upon any failure of the Owner to fulfill the requirements of this Agreement, until such time as the requirements have been fulfilled.

6.21 In addition to all his other rights to issue stop work orders, the Chief Building Official may issue a stop work order with respect to any work being done on the lands described in Schedule "A" if, in the opinion of the Chief Building Official, the Owner is failing to fulfill any of the requirements of this Agreement.

STOPPAGE OF WORK AND RELEASE OF BUILDING PERMIT.

6.30 Once the foundation of any building or structure for which a building permit has been issued has been completed, no further work of any sort shall be commenced or undertaken on such building or structure until the Owner of its successors in title has filed with the Chief Building Official a certificate signed by an Ontario Land Surveyor or Professional Engineer certifying that the set backs, side yards and elevations of the top of the foundation conform to the provisions of this Agreement and all plans referred to herein and to the Township's applicable zoning By-Law.

6.31 Before the Chief Building Official undertakes his final inspection to each building for which a building permit has been issued and prior to the release of the Performance Deposit paid on the issuance of the building permit, the Owner or its successors in title shall deliver to the Chief Building Official:

- (a) a certificate signed by the Township Engineer certifying that the lot grading on the lot for which the final inspection and release of any Performance Deposit is requested has been done and completed in accordance with the approved plans referred to in Clause 2.00.
- (b) the standard Certificate of Well Compliance required by the Chief Building Official.

The production of these certificates shall be in addition to all other matters usually required to be done before the final inspection and release of the Performance Deposit.

SECTION VII - LEGAL ARRANGEMENTS

PREPARATION OF DOCUMENTS

7.00 The Township Solicitor shall prepare this Site Plan Agreement and all transfers and transfers of easement to the Township.

7.01 The Owner shall arrange with the Regional Municipality of Ottawa-Carleton, and with any utility company and conservation authority for the preparation of the Agreements, transfers and transfers of easement referred to in Section VIII of this Agreement and deliver copies of the documents to the Township Solicitor.

7.02 The Owner shall also arrange to have any documents required pursuant to Clause 5.20 prepared, executed and delivered to the Township Solicitor but the form of such documents must receive the prior written approval of the Township Solicitor

REGISTRATION OF DOCUMENTS

7.10 The Township, at the Owner's expense, shall cause this Agreement and all documents referred to in Section V to be registered on the lands to which this Agreement applies immediately after the execution of this Agreement and before registration of any other instrument.

TERMINATION OF AGREEMENT

7.20 The Township may terminate this Agreement in accordance with clause 2.40 if work referred to be done pursuant to this Agreement is not commenced within one year of the date of registration of this Agreement.

CONSTRUCTION LIEN ACT COMPLIANCE

7.30 The Owner shall hold back in its payment to any contractors who may construct the works, such sums as are provided in accordance with the Construction Lien Act and shall otherwise indemnify the Township against any claims, actions or demands for construction liens or otherwise in connection with the works and all costs in connection therewith and on the demand of the Township shall take such steps forthwith to discharge immediately all liens upon the works. Notwithstanding anything otherwise contained in this Agreement, if the Owner fails to perform any of its obligations under the Construction Lien Act or if the Township is required to make any payments of any nature pursuant to the terms of the Construction Lien Act in relation to this development, then the Owner shall be deemed to be in breach of its obligations under this Agreement. Any deposits held by the Township referred to in Section IV may then be used by the Township in the manner provided for in Section IV not only in accordance with that Section, but also to perform the

obligations of the Owner under the Construction Lien Act and to make any payments that the Township is required to make pursuant to the terms of the Construction Lien Act.

INDEMNITY

7.40 The Owner and its successors and assigns shall indemnify and save harmless the Township, its servants or agents from all actions, causes of action, suits, claims, demands or costs whatsoever, which arise by reason of this development and the construction and maintenance of the works, except any such causes of action, suits, claims or demands arising out of the wrongful act or omission of the Township, its servants or agents. The Township shall give to the Owner prompt notice of any such action, cause of action, suits, claims or demands or costs any may allow the Owner to resist or defend them at the cost of the Owner.

DEFAULT OF THE OWNER

7.50 If, in the opinion of the Township,

- (a) The Owner is not performing or causing to be performed the work required in connection with this Agreement within the specified time, or so that it may be completed within the specified time, or is improperly performing the work; or
- (b) should the Owner neglect or abandon any of the work before its completion, or unreasonably delay the work; or
- (c) should the Owner be carelessly executing the works; or
- (d) should the Owner neglect or fail to renew or again perform such work as maybe rejected by the Township as being or having become defective or unsuitable; or
- (e) should the Owner fail to carry out any maintenance required under this Agreement; or
- (f) should the Owner in any manner, in the opinion of the Township, make default in the performance of any of the terms of this Agreement;

then in any such case the Township shall notify the Owner promptly in writing, of such default, failure, delay or neglect and if such notification be without effect for seven days after such notice, then in that case the Township thereupon shall have full authority and power immediately to purchase such materials, tools, machinery and to employ such workmen as in its opinion shall be required for the proper completion of the work at the cost and expense of the Owner. In cases of emergency in the opinion of the Township such work may be done without notice. The cost of such work shall be calculated by the Township whose decision shall be final. It is understood and agreed that such costs shall include a management fee of twenty per cent (20%) of the labour and material value, and further, a fee of thirty per cent (30%) of the value for the dislocation and inconvenience caused to the Township as a result of such default, failure, delay or neglect on the part of the Owner.

7.51 If the Owner, or its successors in title, defaults in the performance of any obligations imposed by this Agreement the Township, in addition to any other remedies, may perform that obligation at its expense and recover the expense incurred in performing it as municipal taxes under Section 325 of The Municipal Act as amended. For the purpose of performing such obligations the Township may enter upon the lands of the Owner and do any work which the Township deems necessary.

NOTICE

7.60 Any notices required or permitted to be given by the Township to the Owner by this Agreement shall be sufficiently given if it is in writing and mailed by registered prepaid post or delivered to the Owner at the last address of the Owner of which the Township is aware. The notice if mailed shall be deemed to be received on the third business day following the mailing.

SECTION VIII - MISCELLANEOUS

SPECIAL CONDITIONS

8.00 The Owner shall comply with the special conditions, restrictions and covenants set out in Schedule "H".

702593

14

GOVERNMENTAL APPROVAL AND PERMITS

8.10 The Owner, at his expense, shall obtain all approvals and permits required from any other governmental authority.

ENCUMBRANCERS' CONSENTS

8.20 If the title to any part or all of the lands described in Schedule "A" is encumbered by mortgages, charges or other encumbrances, the Owner shall obtain the consent of such encumbrancers to the Site Plan Agreement, any other Agreement and Lease and the Transfers of Easements required by this Agreement. The Owner also shall obtain partial discharges or cessations of the mortgages, charges or other encumbrances as they affect any lands to be transferred for public purposes pursuant to Schedule "G".

NUMBER AND GENDER

8.30 If there is more than one Owner or the Owner is a male or female person or a corporation, then this Agreement shall be read with all grammatical changes appropriate by reason thereof and all covenants, liabilities and obligations shall be joint and several.


BINDING ON SUCCESSORS

8.40 This Agreement shall ensure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of each of the parties and the successors in title of the Owner.


IN WITNESS WHEREOF the Party of the First Part has hereunto set his hand and seal or affixed its corporate seal duly attested to by the proper signing officers duly authorized in that behalf and The Corporation of the Township of Rideau has hereunto affixed its corporate seal duly attested to by its Mayor and Clerk.

**RIDEAU CHRISTIAN
FELLOWSHIP CENTRE**

Per: 
Bob Cheatham - Chairman

Per: 
Philip Derkach - Treasurer

**THE CORPORATION OF THE
TOWNSHIP OF RIDEAU**

Per: 
Mayor - James Stewart

Per: 
Clerk - J. David Ball

"We have authority to bind the Corporation"

702593

16

SCHEDULE "A"

DESCRIPTION OF LANDS TO WHICH THIS AGREEMENT APPLIES

Part of Lot 5, Concession 2, Township of Rideau (formerly North Gower), Regional Municipality of Ottawa-Carleton, designated as Part 2 on Plan 5R-13075.

SCHEDULE "B"
SITE AND ENGINEERING PLANS

702593

702593

SCHEDULE "C"

REQUIREMENTS FOR SUBMISSION OF PLANS AND OTHER DOCUMENTS

- I The Application for this Site Plan Agreement shall include:
 1. A letter describing the proposal and giving any pertinent facts about the development.
 2. The following information shall be shown on the base plan used for both the Site Plan and the Engineering Plans:
 - (a) the dimensions and area of the site;
 - (b) the location of all the buildings;
 - (c) the location and dimensions of all access roads, curbs, driveways, walkways, parking areas, loading areas and fire lanes and the proposed surface treatment, with adequate turning radii for emergency vehicles.
 - (d)
 - (i) existing vegetation
 - (ii) size, type of and location of signs
 - (iii) existing and proposed fencing, screening and berming, including type and size
 - (iv) garage storage and fencing
 - (v) wheelchair ramps
 - (vi) snow storage area
 - (vii) existing and proposed services (e.g. septic field and well)
 - (e) Rideau Valley Conservation Authority flood lines and fill lines
 - (f) existing contours and spot elevations established from elevations taken in the field or from aerial mapping with a minimum contour interval of 250 mm unless otherwise specified.
 - (g) the proposed elevation of the ground at the building line, top of foundation and finished floor elevation
 - (h) on-site and adjacent utility services, including the location of hydro, bell, gas services and whether they are underground or overhead
 - (i) the location of all easements
 - (j) a general location plan, called a key plan, showing the location of the lands related to the surrounding areas and the adjacent streets and adjacent land uses
 - (k) the location of existing and proposed exterior lighting
 - (l) the location of on-site and adjacent sidewalks, culverts, ditches and swales
 - (m) site constraints such as road widenings footpaths, rights-of-way, either on site or adjacent to it
 3. A Site Plan of the development, which shall include the following information:
 - (a) all of the information referred to in Paragraph 2 above
 - (b) the location and number of all parking spaces
 - (c) the dimensions of buildings to provide comprehensive information of their plan form
 - (d) the distance between buildings and all yards
 - (e) if residential, number and bedroom type of dwelling units
 - (f) a breakdown of floor area by proposed use (e.g. warehouse, retail, etc.)
 - (g) gross floor area of buildings

- (h) the function and type of landscaped areas including:
 - (i) existing trees to be retained with their sizes and locations
 - (ii) new tree and shrub types and sizes with their numbers and locations
 - (iii) areas to be seeded or sodded with dimensions
- 4. Engineering plans, which shall include the following:
 - (a) all of the information referred to in Paragraph 2 above
 - (b) existing elevation and location of the center line of existing public roads, invert or ditch, top of bank, and other critical points
 - (c) existing and proposed elevations on the property boundaries and at a minimum distance of 20 m outside the property boundary
 - (d) the location and details of all swales, including longitudinal slope and side slope and invert and top of swale elevation
 - (e) the finished elevation at any point at which the proposed slope changes
 - (f) details of all proposed and existing culverts, including diameter, length, thickness
 - (g) cross-sections of granular base courses and paving
 - (h) arrows indicating direction of flow of all surface water
 - (i) the location and details of all surface water outlets
 - (j) details of construction of storm sewer and appurtenances
 - (k) details of construction of curbs, islands, and other features in the parking lot and access road
 - (l) location and details of industrial and commercial waste storage and disposal facilities
- 5. A drawing showing the front building elevation of all buildings shown on the site plan for all industrial, commercial and all residential buildings over 25 units.
- 6. A list setting out the cost of all site and engineering works shown on the plans other than the cost of buildings. Please note that the value of the cash deposit referred to in Schedule "F" is calculated on the value of site works and does not include the value of buildings.
- 7. A registerable description of any lands and easements to be transferred to the Township, the Regional Municipality or any Utility Company.
- 8. In many situations where the Site Plan Application is not too complex, the key plan and drawing showing the front building elevations may be included in the Site Plan. The engineering information must be shown on a separate Engineering Plan unless prior written approval of the Township Engineer is obtained to include it on the Site Plan.
- 9. All Plans should be drawn to a scale of 1:200 or 1:500. As 18 copies to a size of 11 inches by 14 inches will be required for the Site Plan Agreement, in choosing a scale, the Applicant should ensure that when the plans are so reduced they will be legible.

702593

SCHEDULE "D"

PLANNING REQUIREMENTS

1. ACCESS POINTS, PARKING, LOADING AND LANEWAYS

(a) Access Points

- (i) The grade of any access point shall not exceed 10 per cent within 10 metres (33 feet) of any street line abutting the lot.
- (ii) All access points shall be located a minimum of 30 metres (100 feet) from street intersections.
- (iii) The number, location and size of all access points to public roads shall be as shown on Schedule "B".
- (iv) Approaches or driveways to any parking area shall be defined by a curb of concrete and the limits of the parking area shall be defined by a fence, curb or other suitable obstruction designed to provide a neat appearance.

(b) Parking

- (i) Vehicular parking spaces shall be provided in accordance with the Township's Traffic and Parking By-Law 20/84 as amended from time to time and in the locations and number shown on Schedule "B". The applicant must ensure that parking for the physically handicapped, as required by By-Law, is provided and properly signed in accordance with the By-Law.
- (ii) Parking spaces adjacent to landscaped areas require parking curbs (tire stops) anchored with 600 mm (2 feet) steel reinforced rods or concrete curbs, or other acceptable separation barrier. Said barriers shall be located as shown on Schedule "B".

(c) Loading and Laneways

- (i) Loading spaces and laneways shall be designed and constructed to dimensions and in locations as shown on Schedule "B".
- (ii) All entrance, parking, loading and laneways shall be constructed in accordance with engineering requirements set out in Schedule "E" hereto annexed.

2. WALKWAYS AND SIDEWALKS

- (a) Location - Walkways and sidewalks shall be built in the location and formed to lines and elevations as shown on Schedule "B".
- (b) Surfaces - All walkways shall be constructed in accordance with the engineering requirements set out in Schedule "E" hereto annexed.

3. FENCING AND SCREENING

- (a) Walkways - A chain link fence as specified in Schedule "E" shall be constructed by the Owner on each side of the walkways.
- (b) Temporary Fencing - During the period of construction of each building and works shown on Schedule "B", the Township may require the Owner to erect a temporary fence or barrier to prevent the encroachment upon, or use of adjacent lands by any equipment, machinery, vehicles or other apparatus necessary to the aforementioned construction, or the release of any refuse, construction materials or other debris on the said lands. The location of temporary fences shall be as shown on Schedule "B" and shall be constructed to the specifications set out in Schedule "E". In addition when work on site commences, the Township may require additional temporary fences in locations to be recommended by the Township Engineer or the Chief Building Official. If such additional temporary fencing is required the

Owner shall erect the temporary fences to the specifications set out in Schedule "E".

- (c) Screening - Areas on the lands to be screened are shown on Schedule "B". Materials for screening shall be of types acceptable to the Township Planner such as hedgerows, berming or fencing. Screening shall be completed within one year from the date of issuance of the Certificate of Occupancy of the building to be constructed. All fences constructed for the purpose of visual screening shall be built of the materials and the dimensions as specified in Schedule "B". All such screening shall be constructed to provide effective visual barrier.
- (d) Fencing Along Agricultural Lands - If any lands adjoining the lands described in Schedule "A" are used for agricultural purposes, as long as such adjoining lands are so used for agricultural purposes, the Owner, on receipt of 30 days' written notice from the owner of the said lands used for agricultural purposes, shall erect a fence along the whole of the boundary line of his lands described in Schedule "A" hereto annexed which adjoin the said lands used for agricultural purposes, such fence to be of a size and quality at least sufficient, to divide the agricultural uses on the adjoining lands, from the Owners, or his successors in title used of the lands described in Schedule "A".

4. OPEN SPACE AREA

- (a) Designation - The area of the lands to be designated as open space shall be as shown on Schedule "B". Within such designated area, no building shall be constructed thereon and no earth fill, or other soil or rock materials shall be removed from or added thereto except in accordance with the landscaping detail for such area as shown on Schedule "B".

5. BUILDING

- (a) Dimensions and Locations - The dimensions of all buildings shall be provided on Schedule "B" with comprehensive information on their plan form (including future buildings and expansions), the distance of building from front, side and rear lot lines, and the distance between buildings.
- (b) Floor Space - The total floor space and the breakdown of floor space by separate uses, for each building, including future buildings and expansions, and the gross floor area of all buildings, shall be as shown on Schedule "B".

6. SIGNS

- (a) Signs, Billboards or Other Advertising - Signs, billboards and other advertising or notices shall be permitted at the locations and built to the design specifications as may be shown on Schedule "B", which shall in no case be more prominent than the Sign By-Law 84/82 as amended from time to time.
- (b) Lighting - Signs, billboards or other advertising or notices shall be internally or externally lighted as may be shown on Schedule "B".
- (c) Emergency, Maintenance and Service Routes - Emergency, maintenance and service vehicle routes shall be designated by signs at the required locations and to the design specifications as shown on Schedule "B".

7. GARBAGE AND REFUSE

- (a) Vaults, Central Storage and Collection Areas - Garbage pick-up stations located outside a building shall be provided by the Owner. Such stations shall be located behind the front building line in the locations shown on Schedule "B" and shall be enclosed by acceptable screening such as a fence or hedgerow
- (b) Driveways and Pedestrian Walkways - All driveways and pedestrian walkways shall be kept free and clear of all garbage and refuse and any other articles to be discarded, at all times, so as not to be unsightly or hazardous to any person using the site for any purpose, or to any adjacent lands and the occupants thereof.

- (c) Streets - Streets used for access during construction of the building shall be kept in a good, dust and mud-free clean condition at all times during the said construction and, if damaged, will be restored by the Owner to their original condition.

8. LANDSCAPING

- (a) All landscaping will be undertaken in accordance with the details shown on Schedule "B".
- (b) Sodding of Lots - The areas of the lands to be sodded by the Owner are as shown on Schedule "B", which sodding shall be done in accordance with the specifications set out in Schedule "E". In special circumstances, with the prior approval of Council, the Owner may seed part of the area, as shown in Schedule "B", which seeding shall be done in accordance with the specifications set out in Schedule "E".
- (c) Trees and Shrub Planting - Trees and shrubs to be provided by the Owner shall include planting at the front of all buildings and lots for aesthetic purposes. Any planting required in the Official Plan or any Zoning By-Law and other planting as shown in Schedule "B".
- (d) Tree and Shrub Preservation:
 - (i) All trees standing in healthy condition on the lands on the date of the signing of this Agreement shall be preserved and maintained in good condition unless such trees are situated on the grounds to be covered by the building, parking lots, driveways or other works herein mentioned.
 - (ii) The Owner shall use reasonable care to maintain and protect those trees and shrubs during construction.
- (e)
 - (i) Where a building or a parking area is adjacent to a residential use or zone, a strip of land not less than 3.0 metres (10 feet) wide shall be provided around the periphery of the lands and within the lands on which the development is situated and shall not be used for any purpose other than landscaping, but this shall not prevent the provision of entrance and exit of driveways
 - (ii) On written approval by the Owner, Council may authorize the reduction of the area landscaped if the Owner's application proposes alternate buffering and screening which is satisfactory to the Township, in which event such buffering and screening shall be shown on Schedule "B" and shall be planted or constructed in accordance with the specifications contained in this Agreement.

9. OUTSIDE STORAGE

All areas to be used for outside storage shall be shown on Schedule "B" and if required to be screened such screening shall be as set out in Paragraph 3(c) of this Schedule, and shall in no case be contrary to the Township Zoning By-Law.

10. SITE TRIANGLES

No building or structure may be constructed, erected or maintained on a sight triangle. Nothing shall be planted, grown or continue to be grown on a sight triangle other than grass. The finished grade on the sight triangle shall not exceed 0.5 metres in height above street centreline. For the purpose of this Paragraph a sight triangle shall mean the triangular portion formed by the street lines of a corner lot measured back 9 metres from the point of intersection.

702593

22

SCHEDULE "E"

ENGINEERING AND SERVICING REQUIREMENTS

1. WELLS AND SANITARY SYSTEMS

- (a) Wells: One private well, on the lands described in Schedule "A", shall be drilled and connected by the Owner. The procedure for the casing and grouting of the water well shall be in accordance with the Township of Rideau By-Law No. 89/85. The Owner shall obtain and deliver to the Township's Chief Building Official a Certificate of Well Compliance.
- (b) Sanitary Systems:
 - (i) A sanitary sewage system comprising a septic tank and tile field or such other sanitary sewage system as may be approved by the Ministry of the Environment and the Township shall be installed and connected in accordance with the requirements of the Ontario Building Code and the Ministry of the Environment. The location of the septic tank and tile field or other sanitary sewage system shall be as shown on Schedule "B".
 - (ii) Where and when the Ontario Ministry of the Environment or the Township require the installation of holding tanks, the Owner shall be required to install an alarm system to ensure the proper monitoring of any potential overflow.

2. INDUSTRIAL AND COMMERCIAL WASTE

- (a) Before the execution of the Agreement by the Township, the Owner shall advise the Township in writing of all industrial and commercial wastes expected to be generated in the operation of the business or businesses contemplated by this Agreement to be carried out on the lands described in Schedule "A" and at the time the Owner shall provide a proposal and plan to the Township for the disposal of such industrial and commercial wastes which proposal and plan shall be acceptable to the Township and the Ministry of the Environment and approved by them before the commencement of operation of such business or businesses.
- (b) If at any time during the operation of a business or businesses on the said lands, the Owner expects such business or businesses to generate commercial and industrial wastes or such business or businesses do generate commercial and industrial wastes of which the Township has not been advised in writing and of which a proposal and plan for disposal of such waste has not been approved by the Township and the Ministry of the Environment, then the Owner shall ensure that such wastes are not generated or that the generation of such wastes is stopped until the Owner has advised the Townships in writing of such industrial and commercial wastes to be generated and has provided a proposal and plan to the Township for the disposal of such commercial and industrial wastes and has had such proposal and plan approved by the Township and the Ministry of the Environment.
- (c) Once a proposal and plan for the disposal of industrial and commercial wastes has been approved by the Township and the Ministry of the Environment, the Owner shall dispose of such wastes only in accordance with such proposal and plan unless a change in the proposal and plan has been approved in writing by the Township and the Ministry of the Environment, in which event, the Owner shall then dispose of such wastes only in accordance with such changed proposal and plan.

3. DRAINAGE

- (a) Drainage: The Owner shall ensure that the surface drainage system will be self-contained, and directed to the public drainage system or registered easements by proper grading.
- (b) Lot Grading: The location and details of all swales, the location and details of all surface water drainage features, the direction of surface water flow, and the location and details of any other works necessary to provide for

proper drainage of the lot to the public drainage system shall be as shown on Schedule "B" and described herein.

- (c) Ditch Connections: All connections made to or through any drainage ditch shall be made in such a manner that the said ditch is restored to the same condition as before. In all cases the Owner will maintain sufficient interim drainage during construction to provide adequate drainage until final lot grading has been completed.
- (d) Storm Water Management: Storm water management facilities may be required by the Ontario Ministry of the Environment or the Township for any areas drainage to the Rideau River or its tributaries. The design shall be reviewed and approved by the Ministry of the Environment and the Township Engineer.
- (e) Storm Sewers: All storm sewers shall be designed and constructed to standards established by the Township Engineer. The storm sewers shall be shown on the Plans in Schedule "B".
- (f) Design Criteria:
 - (i) All site drainage shall flow to a legal outlet.
 - (ii) The natural drainage flow shall not be altered in such a way as to increase run-off in any manner onto any lands which adjoin the lands described in Schedule "A" with the exception of a legal outlet.
 - (iii) The natural drainage flow from any adjoining land shall not be affected by the proposed development.
 - (iv) Swales and ditches shall have a minimum slope of 1% unless otherwise approved by the Township Engineer.
 - (v) Optimum side slopes for minor swales shall be 6 horizontal to 1 vertical, and the maximum side slope shall be 4 horizontal to 1 vertical. The optimum side slope for ditches shall be 4 horizontal to 1 vertical, and the maximum side slopes shall be 3 horizontal to 1 vertical.
 - (vi) The minimum depth for any swale or ditch shall be 200 mm and the maximum shall be 1000 mm.
 - (vii) Entrance culverts shall be sized to accommodate a 5-year rainfall calculated using the Rational Method. However, all entrance culverts shall be a minimum 450 mm of diameter corrugated steel pipe having a minimum length of 9 m. Culverts shall be of sufficient length to provide a a slope of 3 horizontal to 1 vertical from the top edge of the surface of the entrance to the invert of the culvert. The thickness of all culverts shall be designed but shall be a minimum of 1.6 mm. Entrance culverts shall be installed in accordance with Township of Rideau By-Law No. 88/84, and the Ontario Provincial Standard (OPS) Specifications and Drawings. Invert of culvert shall be placed 1/10 culvert diameter (min. 75 mm) below the proposed invert of ditch.
 - (viii) Parking lots shall be designed with a minimum of 0.5% and a maximum 6.0% slope. All landscaped areas shall have a slope within the range of 1.0% to 10%. Failing this terracing is required at a maximum slope of 3 horizontal to 1 vertical.
 - (ix) Walkways shall be constructed with a 2.0% cross-slope and shall be constructed so that natural drainage is not interfered with, or if this is not possible swales shall be constructed to the specifications as described herein.
 - (x) Existing contours shall be established from elevations taken in the field at a maximum grid of 30 m or from aerial mapping, for the area under consideration, including a sufficient area of the adjacent lands outside the development to establish the overall drainage pattern. The contours are to be to geodetic datum, and bench mark descriptions are to be shown on the drawing. Minimum contour

702593

885204

24

interval shall be 0.25 m, unless otherwise approved by the Township Engineer.

- (xi) The existing elevations and locations of the centre line of the public roadway, invert of ditch and top of ditch bank shall be shown at all critical points, but at a maximum spacing of 30 m.
- (xii) The existing and proposed elevations on the property boundaries and at a minimum distance of 20 m outside the property boundaries at a maximum spacing of 30 m.
- (xiii) If no legal outlet is available adjacent to the lands as described in Schedule "A", the Owner shall obtain and have transferred to the Township drainage easements to provide such legal outlet.
- (xiv) Where the drainage system includes storm sewers, the design criteria required for the storm sewer system shall be determined in consultation with the Township Engineer.

4. ACCESS ROAD, PARKING, LOADING AREA, AND WALKWAY SPECIFICATIONS

- (a) General: All construction works shall be in accordance with the edition of the Ontario Provincial Standard (OPS) Specifications and in accordance with the requirements of the Township.
- (b) Clearing and Grading: The area where construction is to take place shall be cleared of all trees and other obstructions for widths as are required for the proper installation of the works. In all cases, topsoil shall be stripped for the complete width of the sub-grade on which the granular material shall be placed. Prior to placing granular materials the sub-grade shall be brought to grade with the use of acceptable fill material if required and compacted to 95% Standard Proctor density. Where directed by the Township Engineer, excavation shall be carried out below the sub-grade elevation to remove deposits of unsuitable material. Any excavation made below sub-grade shall be back filled with approved material.
- (c) Granular Base Course and Paving: The granular base shall be compacted to a minimum of 100% maximum dry density throughout and shall be constructed to the specifications outlined below except that the depth may be increased subject to the sub-base soil conditions, to be determined by the Township Engineer.
 - (1) Passenger Vehicle traffic
 - minimum 250 mm depth Granular "B" - Type II
 - minimum 100 mm depth Granular "A" - Type II
 - minimum 50 mm depth Hot Mix HL-3
 - (2) 20% or more Truck Traffic
 - minimum 300 mm depth Granular "B" - Type II
 - minimum 100 mm depth Granular "A" - Type II
 - minimum 50 mm depth Hot Mix HL-3
- (e) Walkways shall be constructed as follows:
 - minimum 150 mm depth Granular "A" - Type II
 - minimum 50 mm depth Hot Mix HL-3 or an equivalent approved by the Township Engineer such as concrete or concrete slabs for a minimum width of 1.5 metre
- (e) Emergency Vehicle Access: Entrances, access roads and parking facilities shall be designed with minimum standards to accommodate emergency vehicles.

5. STREET LIGHTING

- (a) General: The Owner shall provide street lighting at the entrance(s) and other locations required by the Township Engineer.

- (b) Design Criteria: The Owner shall install pole mounted automatic photo-cell operated lights in locations as shown on Schedule "B". Each light shall consist of a 150 watt high pressure sodium vapour luminaire mounted with a 1.8 metre aluminum or galvanized steel mounting bracket on a spun concrete pole of a type satisfactory to the Township Engineer. The mounting height of luminaires shall be a minimum of 7.6 metres above the proposed grade. Light poles and mounting brackets shall be in accordance with Ontario Provincial Standard Drawing Numbers OPSD-2210.2, OPSD-2225.02 and OPSD-2420.01 unless otherwise approved by the Township Engineer.

6. ONSITE LIGHTING

- (a) Floodlighting of Land: If required by the Township to prevent any hazards or danger to pedestrians, floodlighting of the lands shall be provided by the Owner at an intensity sufficient in the opinion of the Township Engineer to prevent such hazards or dangers and such lighting shall produce a minimum intensity of 22 lux (two foot candles) measured at ground level on all driveways, walkways and parking areas. The area of the lands requiring floodlighting by the Owner shall be as shown on Schedule "B".
- (b) Poles and Light Direction: The location of lighting poles or structures, the height of such structures and the materials from which they are constructed shall be as shown on Schedule "B" or as set out and specified by the Township Engineer having advised and consulted the owner. Light fixtures shall be mounted to direct light away from any adjacent residential uses, highways, Rideau River, or lands designated or zoned for future residential uses, and must be in compliance with the existing By-Law.

7. FENCES

- (a) Chainlink Fences: All chainlink fences installed in accordance with this Agreement shall be 1220 mm high, 50 mm diamond pattern, galvanized 3.5 mm (9 gauge) with heavy industrial type hardware and fittings. All end posts, corner posts and straining posts shall be 89 mm diameter, Schedule 40 and shall be a minimum of 60 mm diameter, Schedule 40 and shall be set in concrete at least 1.0 metres deep by 250 mm diameter. All top rails shall be 43 mm diameter, Schedule 40. The bottom wire strand shall be 5 mm (16 gauge). All concrete shall be a minimum of 20 MPA at 28 days. Chainlink fences shall be constructed in accordance with the appropriate O.P.S. Specifications.
- (b) Other Permanent Fences: Specifications for other types of permanent fences shall be approved by the Township; and shall be as shown on Schedule "B".
- (c) Temporary Fences: All temporary fences shall be equivalent to a minimum of 1220 mm snow fence. The snow fence shall be new or free of broken slats. The fence shall be installed using standard 2.1 metre T-bar metal shown fence posts implanted in the ground to a depth that will result in the top of the post being flush with the top of the snow fence. The spacing of the posts shall be such that the fence will be maintained in an upright position throughout its length, but the minimum spacing shall be 3 metres.

8. TOPSOIL, SEEDING AND SODDING

- (a) Topsoil: Topsoil shall be the surface layer of the soil placed on the site to bring rough grade to specified finished grade. The topsoil shall consist of a friable sandy loam, free of all debris, roots and rocks, containing good humus content, taken from the top 450 mm of the original, natural grade of the site of supply. The topsoil shall be free from crabgrass, couchgrass and other noxious weeds and grasses. Topsoil shall be placed to a minimum depth of 80 mm over all areas to be seeded or sodded.
- (b) Seeding: Grass seed shall be Government Standard, Canada No. 1 mixed with fertilizer in proportions approved by the Township Engineer. The seed shall be mixed by an approved, acceptable seed firm. The seed shall be applied using the hydraulic seeding and mulching method in accordance with the appropriate O.P.S. Specifications. Water, fertilizer, asphalt emulsion, adhesives and mulching materials shall conform to the appropriate O.P.S. Specifications.

702593

26

- (c) Sodding: Sod shall be No. 1 Nursery Bluegrass Fescue sod according to the Classification of turf grass sod issued by the Ontario Sod Growers Association. The sod shall be cut into sections of uniform width of not less than 300 mm nor more than 450 mm and of a thickness between 25 mm and 40 mm; length may vary but must not be less than 1 metre nor more than can be conveniently lifted without breaking the sod. Sod shall be sufficiently moist when cutting, during delivery and placing so that the soil will adhere firmly to the roots throughout these operations.

Pegs, posts, wire mesh, wires and fertilizer shall conform to the appropriate O.P.S. Specifications.

Nursery sod shall be laid in accordance with the appropriate O.P.S. Specifications.

702593

27

SCHEDULE "F"
FINANCIAL ARRANGEMENTS

Estimated Cost of The Works

1.(a)	Parking Lot Granular A	\$10,000.00
	Granular B	\$15,000.00
	Concrete Entrance	\$ 2,800.00
	Asphalt apron	\$ 2,000.00
	Street light	\$ 500.00
	Culvert	\$ 2,000.00
	Hydroseeding	\$ 5,400.00
	Grading	\$ 1,100.00
	Planting	\$ 500.00
	SUBTOTAL:	<u>\$39,300.00</u>
(b)	Deferred Works pursuant to Schedule "H"	
	Curb	\$ 3,800.00
	Asphalt Paving	<u>\$14,000.00</u>
	SUBTOTAL:	<u>\$17,800.00</u>

Security for the Works

2. The Owner shall deposit security with the Township in the amount of 39,300.00 being an amount equal to 100% of the Estimated Cost of the Works in paragraph 1(a) of this Schedule "F". The provisions of Schedule "H" shall apply with respect to the deferral of works contemplated in paragraph 1(b) of this Schedule "F".

Legal, Engineering and Planners Fees

3. The Owner shall pay to the Township an amount equal to all legal, engineering and planners fees and disbursements incurred by the Township for advise with regard to the Site and Engineering Plans for the lands described in Schedule "A", the preparation of this Agreement and all plans, specifications and documents required to be prepared pursuant to it, the preparation of any Amending Agreements and for advice with regard to any breach of or anticipated breach of the Agreement.

Security for Fees

4. The Owner shall pay to the Township a cash deposit of \$5,000.00 on account of legal, engineering and planning fees and disbursements.

702593

28

SCHEDULE "G"
TRANSFERS OF LAND, EASEMENTS

NOT APPLICABLE

SCHEDULE "H"

SPECIAL CONDITIONS, RESTRICTIONS AND COVENANTS

1. The Owner covenants to negotiate and arrange for any required relocation of utilities and pay any and all costs associated with the relocation to the satisfaction of the various utility companies.
2. The Owner covenants to construct a asphalt parking lot as indicated on the plan attached to Schedule "B" and further covenants not to modify the slopes or grading of the site without the consent of the Township.
3. The Owner may defer the paving of the asphalt parking lot and works contemplated in paragraph 1(b) for up to five years with reduced security once the balance of works contemplated by paragraph 1(a) of Schedule "F" and this Agreement have been completed.
4. The Owner shall, prior to proceeding with the asphalt paving and curbs, advise the Township of its intent to proceed so that necessary inspections may be carried out.
5. The Owner shall provide erosion and sediment control measures during construction.
6. The Owner covenants and agrees to provide garbage storage inside the building.

SCHEDULE "I"STANDARD FORM LETTER OF CREDITIRREVOCABLE LETTER OF CREDIT

The Corporation of the Township
of Rideau
Box 310
2155 Roger Stevens Drive
North Gower, Ontario
K0A 2T0

IRREVOCABLE LETTER OF CREDIT NO. _____ FOR CAN. \$ _____

We hereby authorize you to draw on (Bank's name and address) For account of (clients name and address) up to an aggregate amount of \$(Amount of Letter of Credit) Canadian Dollars.

Available on demand.

Pursuant to the request of our customer, the said (client), we, (bank) hereby establish and give to you an irrevocable Letter of Credit in your favour in the total amount of Can. \$(amount), which may be drawn on by you and which demand we shall honour without enquiring whether you have the right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer.

Provided, however, that you are to deliver to any branch of the (bank), at such time as a written demand for payment is made upon us, a certificate signed by you agreeing and/or confirming that monies drawn pursuant to this Letter of Credit are to be and/or have been expended pursuant to the obligations incurred or to be incurred by you in connection with an Agreement made between (Client's name) and the Township of Rideau regarding _____ for (type of construction and location).

The amount of this Letter of Credit shall be reduced from time to time as advised by notice in writing given to us from time to time by you.

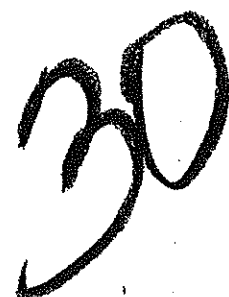
This Letter of Credit will continue to (Expiry Date), and will expire on that date and you may call for payment of the full amount outstanding under this Letter of Credit at any time to the close of business on that date. It is a condition of this Letter of Credit that it shall be deemed to be automatically extended for one year from the present or any future expiration date hereof, unless thirty days prior to any such date, we shall notify you in writing by registered mail that we elect to consider this Letter of Credit renewed for any such additional period.

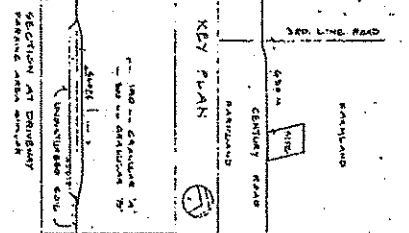
Partial drawings are permitted. Drawings when negotiated shall state that they are drawn under (Bank's name and address).
Letter of Credit Number _____ dated (Issue date).

We hereby agree with the drawers, endorsers and bona fide holders of the bills drawn in compliance with the terms of this credit that the bills shall be duly honoured upon presentation at (Bank's name and address).

cc: (Name and address of local branch or Bank no.)

(Authorized Signature)





ORIGINAL
MAY BE
REVIEWED AT
NUMERICAL OFFICES
OF THE COLLOCATION
OF THE TOWNSHIP
OF TOWNSHIP

LEBEND.
A. A. LINGNIGER & SON, 1000 1/2
C. F. CORP. PAVILION
M. M. WATER WHEEL
B. B. NEW FLOODES
H. H. WYOMING P. E.
S. S. LUNDAKE PAVILION
P. P. BRISTOL & SONS (MICHIGAN)
W. W. PROPOSED EXHIBITION

[illegible]SITE INFORMATION FROM
PLAN OF SURVEY
BY J.D. PATTERSON & ASSA. INC.

10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525
 526
 527
 528
 529
 530
 531
 532

SITE PLAN

RIDEAU CHRISTIAN FELLOWSHIP
CENTRE
NORTH GOWER ONTARIO

HARISH GUPTA - Architect Inc.
1040 Pines Court
Oakton, Virginia 22124
Tel: 703/777-9029

$\frac{1}{2} \text{H}_2\text{SO}_4 + \text{KOH} \rightarrow \text{KHSO}_4 + \text{H}_2\text{O}$

9305	SP 1	91
------	------	----

8 APPENDIX B

Place of Worship and Place of Assembly (Section 96)

- 96.** (1) A place of worship is permitted to have as ancillary uses:
- (a) a maximum of three ancillary rooming units. (By-law 2013-224); and
 - (b) a theatre, community centre, limited to programs of community or social benefit; day care; one dwelling unit for the faith group leader; place of assembly; recreation and athletic facility, limited to a gymnasium; retail uses to support the operation of the place of worship. (By-law 2019-449)
- (2) The cumulative gross floor area of all ancillary uses must not exceed the gross floor area of worship space. (By-law 2019-449)
- (3) A place of assembly is permitted to have a theatre as an ancillary use. (By-law 2018-176) (By-law 2019-449)

