

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2025-01

BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A CONSENT AGREEMENT, AS A CONDITION OF AN APPROVED CONSENT, WITH THE OWNERS OF THE LANDS: 1671258 ONTARIO INC. (WEINS), CONCESSION 1, PT LOT 9 42R-10938 FORMERLY IN THE GEOGRAPHIC TOWNSHIP OF CHAPMAN, NOW IN THE MUNICIPALITY OF MAGNETAWAN, ROLL: (4944010001052500)

WHEREAS, an application for a Consent was approved by the Council with the condition of a consent agreement being entered into and registered on title, pursuant to Section 45 (9.1) of the Planning Act, R.S.O. 1990, regarding the aforementioned lands;

AND WHEREAS, Council is granted the power pursuant to Section 53(12) and 51(26) of the Planning Act, R.S.O. 1990, to enter into an agreement to be registered against the land to which the consent applies;

AND WHEREAS, Council is entitled to enforce the provisions of such an agreement against the owner of the land, pursuant to Section 51(26) of the Planning Act, R.S.O. 1990


AND WHEREAS, Council is satisfied that the proposed development of the lands is appropriate and in conformity with the Municipality's requirements;

NOW THEREFORE BE IT RESOLVED the Council of the Corporation of the Municipality of Magnetawan hereby enacts as follows:

1. That the Municipality of Magnetawan enter into a consent agreement substantially in the form attached hereto as "the Agreement."
2. That the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the Agreement.
3. The Municipality's solicitor is hereby authorized to register the Agreement against the title of the lands to which it applies.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 22nd day of January, 2025

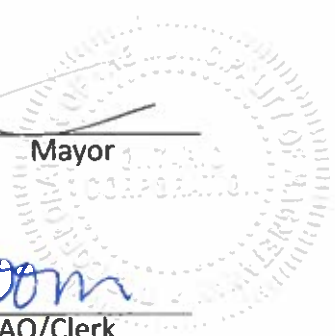
THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN



Mayor



CAO/Clerk



THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

CONSENT AGREEMENT

THIS AGREEMENT made this 27 day of January 2025.

BETWEEN:

1671258 ONTARIO INC. C/O HENRY WIENS
(hereinafter called the "OWNER")
OF THE FIRST PART

- and -

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
(hereinafter called the "MUNICIPALITY")
OF THE SECOND PART

WHEREAS the lands that are the subject to this Agreement are the lands described in Schedule "A" attached hereto, are referred to as the "subject lands";

AND WHEREAS the OWNER has obtained a provisional consent from the Central Almaguin Planning Board on December 6th, 2023, File B025/23, Magnetawan – Concession 1, Lot 9;

AND WHEREAS the conditions to approval require the Owner to enter into this Consent Agreement and to register such agreement on title to the subject lands in accordance with Section 51(26) of the Planning Act;

AND WHEREAS one of the conditions of the approval of this consent is that the Owner enter into a Consent Agreement for the severed and retained lands to ensure the mitigation measures and recommendations contained in the Environmental Impact Letter prepared by RiverStone Environmental Solutions Inc., dated August 3, 2023.

NOW THEREFORE THIS AGREEMENT WITNESSED that, in consideration of the premises and for other good and valuable consideration (the receipt of which is hereby acknowledged), the parties hereto covenant and agree with one another as follows:

1. SCOPE OF AGREEMENT

1.1 DESCRIPTION OF LANDS

The lands that are the subject to this Agreement are the lands described in Schedule "A" attached hereto, are referred to as the "subject lands";

1.2 CONFORMITY OF AGREEMENT

The OWNER covenants and agrees that all new work performed on the subject lands shall be in conformity with:

- a) The provisions of this Agreement;
- b) All applicable Municipal By-laws and all applicable Provincial and Federal legislation; and,
- c) The mitigation measures and recommendations contained within the Environmental Impact Letter prepared by RiverStone Environmental Solutions Inc., dated August 3, 2023, included as Schedule "B" attached hereto.

2. REGISTRATION OF THE AGREEMENT

- 2.1 The OWNER agrees that all documents required herein shall be submitted in a form suitable to the MUNICIPALITY and suitable for registration.

- 2.2 The Agreement shall be registered on title to the subject lands as provided for by Section 53(12) and 51(26) of the Planning Act R.S.O. 1990, by the Municipality, at the expense of the OWNER.
- 2.3 The OWNER agrees to reimburse the MUNICIPALITY for all administrative and professional costs incurred in preparing, executing and registering this Agreement.
- 2.4 The OWNER agrees not to make any application or request to deregister this Agreement without the authorization in writing from the MUNICIPALITY.
- 2.5 All offers of Purchase and Sale shall contain a clause advising the potential purchaser of this Agreement.
3. **ISSUANCE OF BUILDING PERMITS**
- 3.1 The OWNER agrees to not request the Chief Building Official to issue a building permit to carry out the development until the Agreement has been registered on title to the subject lands and a registered copy of same has been provided to the MUNICIPALITY.
- 3.2 It is agreed that if the OWNER fails to apply for a building permit or permits to implement this Agreement within two (2) years after registration, then the MUNICIPALITY, at its option, has the right to terminate the Agreement and require that a new Consent Agreement be submitted for approval and execution.
4. **DEVELOPMENT PROVISIONS**
- 4.1 The OWNER agrees to develop the subject lands in accordance with this Agreement and as depicted in the documents referenced in Schedule "B" attached hereto, and agree that no work will be performed on the subject lands except in conformity with all provisions of this Agreement.
- 4.2 The OWNER agrees that external lighting facilities on the subject lands and buildings will be designed and constructed so as to avoid the illumination of adjacent properties and agrees to only use a level of illumination that is consistent with the natural beauty of the surrounding properties. All lighting shall be dark sky compliant lighting.
- 4.3 The OWNER further agrees to provide and maintain appropriate construction mitigation measures during any construction activity to ensure that there are no adverse environmental impacts on the natural heritage features, including the lake.
- 4.7 The OWNER agrees to ensure that the natural drainage is not altered in any way that will cause damage to the vegetative buffers, any adjacent lands, or any river, stream, waterbody or to any public road.
5. **OTHER REQUIREMENTS**
- 5.1 The OWNER agrees that nothing in this Agreement shall relieve him or her from complying with all other applicable agreements, by-laws, laws or regulations of the MUNICIPALITY or any other laws, regulations or policies established by any other level of government. Nothing in this Agreement shall prohibit the MUNICIPALITY or its Chief Building Official from instituting or pursuing prosecutions in respect of any violations of the said by-laws, laws or regulations.
6. **BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, PENALTY**
- 6.1 This Agreement may only be amended or varied by a written document executed by the parties hereto and registered against the title to the subject lands.

- 6.2 Following the completion of the works, the OWNER shall maintain to the satisfaction of the MUNICIPALITY, and at his or her sole expense, all the facilities or works described on Schedule "B".
- 6.3 This Agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.
- 6.4 The OWNER acknowledges that the Agreement is entered into under the provisions of Section 41(10) of the Planning Act, and that the expenses of the MUNICIPALITY arising out of the enforcement of this Agreement may, in addition to any other remedy the Municipality may have at law, be recovered as taxes under Section 427 of the Municipal Act, 2001, S.O. 2001, c.25 as amended.
- 6.5 The Agreement shall come into effect on the date of execution by the MUNICIPALITY.
- 6.6 Nothing in this Agreement shall relieve the OWNER from complying with all other applicable by-laws, laws or regulations of the MUNICIPALITY or any other laws, regulations or policies established by any other level of government. Nothing in this Agreement shall prohibit the MUNICIPALITY from instituting or pursuing prosecutions in respect of any violations of the said by-laws, laws or regulations.
- 6.7 The definitions of Municipality of Magnetawan Zoning By-law 2001-26, as amended, shall be used to define any terms used in this Agreement.

7. CONDITIONS PRIOR TO EXECUTION OF AGREEMENT BY THE MUNICIPALITY

- 7.1 Prior to the execution of this Agreement by the MUNICIPALITY, the OWNER shall:
- a) Taxes — have paid all municipal tax bills issued and outstanding on the subject lands;
 - b) Postponements to this Agreement — have delivered to the MUNICIPALITY all postponements of any prior encumbrances so that this Agreement will be first priority against the subject lands;
 - c) Land Ownership — be the registered owner in fee simple of the lands described in Schedule 'A'.

8. NOTICE

- 8.1 Any notice, required to be given pursuant to the terms hereto, shall be in writing and mailed or delivered to the other at the following addresses:


OWNER'S NAME AND ADDRESS: 1671258 Ontario Inc. c/o Henry Wiens
13 Neptune Drive
St. Catherines, ON
L2M 2S1


MUNICIPALITY: Kerstin Vroom, CAO/Clerk
Municipality of Magnetawan
P.O. Box 70
Magnetawan, ON
POA 1P0

THIS AGREEMENT shall inure to the benefit of and be binding upon the OWNER and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the OWNER and the MUNICIPALITY have caused their corporate seals to be affixed over the signatures of their respective signing officers.

SIGNED, SEALED AND DELIVERED
In the presence of:


Witness
January 27, 2025


Henry Wiens
1/27/2025

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**


Mayor
Sam Dunnett


CAO/Clerk
Kerstin Vroom

We have authority to bind the corporation

SCHEDULE "A"

**This is Schedule "A" to the Consent Agreement between the Corporation of the Municipality
of Magnetawan and Owner**

LEGAL DESCRIPTION OF THE LANDS

CON 1, PART LOT 9 PLAN 42R-10938 CHAPMAN, MAGNETAWAN

SCHEDULE "B"

**This is Schedule "B" to the Consent Agreement between the Corporation of the Municipality
of Magnetawan and Owner**

Environmental Impact Letter prepared by RiverStone Environmental Solutions Inc., dated
August 3, 2023

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2025-01

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**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**


Mayor


CAO/Clerk



RIVERSTONE

ENVIRONMENTAL SOLUTIONS INC.

August 3, 2023
RS#222-245

Mr. Henry Wiens

Via email: wienshenry111@gmail.com

**SUBJECT: Lake Capacity and Fish Habitat Mitigation - Wiens Property, Horn Lake
Municipality of Magnetawan**

Dear Henry:

As you know, RiverStone Environmental Solutions Inc. (hereafter RiverStone), completed a review of lake capacity for your consent application on Horn Lake. The review was based on knowledge of the science behind lake capacity and the report submitted by Hutchinson Environmental Sciences in support of a neighbouring property on the lake where they addressed the capacity issue for the lake as a whole. The results of the Hutchinson lake capacity assessment for the neighbouring property showed that Horn Lake is not at capacity, and the addition of one (1) new lot on your property will not have any impact on water quality. As a result, our letter was accepted by Township council.

In consideration of our letter for your property and the Hutchinson report on the neighbour's property, council noted that there were several recommendations put forward by Hutchinson to mitigate any potential impacts to water quality and fish habitat. There were questions from council as to whether these same recommendations should be applied to the Wiens severance. In particular, the following recommendations were considered to be potentially applicable:

From Hutchinson Report regarding Lake Capacity (pg 19)

1. Septic systems shall be located at least 30 metres from a watercourse or waterbody.
2. As a condition of development approval, a natural shoreline vegetation buffer shall be preserved within at least 20 metres of all watercourses and waterbodies wherever possible except for the removal of hazardous trees and a narrow area to allow a pathway to the shoreline.
3. Where development would result in a significant increase in storm water run-off, the Municipality shall require the proponent to complete storm water management works that will ensure that off-site surface water quality and quantity is not adversely impacted by the development. Direct outfalls to surface waters should be avoided and wherever possible developments shall utilize infiltration as a method for storm water management.
 - We recommend discharging of roof leaders, use of soak away pits and other measures to promote infiltration. Other specific design options for consideration include: grassed and vegetated swales, filter strips, roof leaders and French drains which have all proven to be effective at mitigating impacts associated with stormwater.

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4. We recommend implementation of an Erosion and Sediment Control plan during construction, which should (CISEC Canada 2012):
 - Utilize a multi-barrier approach;
 - Retain existing vegetation;
 - Minimize land disturbance area;
 - Slow down and retain runoff to promote settling;
 - Divert runoff from problem areas;
 - Minimize slope length and gradient of disturbed areas;
 - Maintain overland sheet flows and avoid concentrated flows; and
 - Store/stockpile soil away from watercourses, drainage features, and tops of steep slopes.
5. Utilize Waterloo Biofilter Systems with EC-P units to minimize sewage related-TP.

Additional information regarding waterfront development Best Management Practices can be found in "Protect Your Waterfront Investment" (Muskoka Watershed Council; Appendix B).

From Hutchinson Report regarding Fish Habitat (pg 30)

- Avoid construction of shoreline structures on or within 10m of the groundwater seepage area identified on Figure 6. A 10 m buffer is sufficient to protect the functionality of the seepage area from adjacent development of docks or boardwalks since 10 m is a suitable base buffer width for water quality, screening of human disturbance and core habitat protection (Beacon Environmental Ltd. 2012).
- Implement a timing window of March 15th to July 15th and October 15th to May 31st to protect spring and fall spawning species. that is dock construction should be completed outside of that timing window (July 16th to October 14th).
- Utilize a dock design that has a small footprint on the lakebed such as a floating, cantilever or a pole supported dock. If a larger footprint is used (i.e. cribs) then the cribs should be constructed in an open- faced manner and filled with large rocks to provide accessible crevices for fish and other small organisms. Cribs should be spaced (2 m) and located at least 2 m from the high-water mark to allow nearshore water to circulate.
- Develop and implement an Erosion and Sediment Control Plan for the site that minimizes risk of sedimentation of the waterbody during all phases of the project. For dock construction this includes:
 - Installation of effective erosion and sediment control measures before starting work to prevent sediment from entering the water body.
- Clearing of riparian vegetation should be kept to a minimum.
- Minimize the removal of natural woody debris, rocks, sand or other materials from the banks, the shoreline or the bed of the waterbody below the ordinary high water mark. If material is removed from the waterbody, set it aside and return it to the original location once construction activities are completed.

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- Immediately stabilize shoreline or banks disturbed by any activity associated with the project to prevent erosion and/or sedimentation. preferably through re-vegetation with native species suitable for the site.
- Restore bed and banks of the waterbody to their original contour and gradient; if the original gradient cannot be restored due to instability. a stable gradient that does not obstruct fish passage should be restored.
- If replacement rock reinforcement/armouring is required to stabilize eroding or exposed areas, then ensure that appropriately-sized, clean rock is used: and that rock is installed at a similar slope to maintain a uniform bank/shoreline and natural stream/shoreline alignment.
- Remove all construction materials from site upon project completion.

The application of these lake capacity and fish habitat mitigation measures to your severed lot is reasonable; however, it should be noted that some of these recommendations are provided as there is a difference in scale of the proposed development on the neighbouring parcel, four (4) lots, compared to the single severance of your property. For example, a sediment and erosion control plan for a single lot can be very simple as the slopes are moderate and construction straight forward, whereas, the terrain across four lots may be more variable and challenging, requiring engineering support. The same can be said for stormwater management.

I trust this information will be suitable for the Township to further review your application for severance and proceed with the approvals. Please do not hesitate to call should there be any questions.

RiverStone Environmental Solutions Inc.

Al Shaw, M.Sc.
Senior Ecologist / Principal