



Regular Council Meeting

To:	Mayor and Council
Date:	April 2, 2024
From:	Matt Wilkinson, Planner
Report Number:	PEB 2024-17
Subject:	Watson –Temporary Use Agreement-Garden Suite

Recommendation:

That By-law No. 2024-18 be approved to authorize the execution of a Temporary Use Agreement between Michelle Watson and the Corporation of the Township of Cavan Monaghan.

Overview:

The Council of Township of Cavan Monaghan passed By-law No. 2024-08 to permit the temporary use of a garden suite for up to twenty (20) years on lands in part of Lot 8, Concession 7 (Cavan), known municipally as 584 Larmer Line. A key map showing the location of the subject property is provided as Attachment No. 1 to this Report. An aerial photo of the subject property and the surrounding lands is provided as Attachment No. 2 to this Report.

Section 39.1(1) of the Planning Act, R.S.O. enables the council of a local municipality to authorize the temporary use of a garden suite.

Section 3.9 of the Township of Cavan Monaghan Official Plan permits the Township to require the landowner to enter into an agreement regarding the maintenance, alterations and improvements and eventual removal of the garden suite.

As drafted, By-law No. 2024-18 will authorize the execution of a Temporary Use Agreement between Michelle Watson and the Corporation of the Township of Cavan Monaghan. By-law 2024-18 is provided as Attachment No. 3 to this Report. The Temporary Use Agreement is provided as Schedule "1" to the By-law.

By-law 2024-18 conforms to the Planning Act and conforms to the Township Official Plan.

Financial Impact:

The fee for a Temporary Use Agreement is \$250.00 as per the Township User Fee and Charges By-law No. 2023-76.

Attachments:

Attachment No. 1: Key Map
Attachment No. 2: Aerial Photo
Attachment No. 3: By-law No. 2024-18

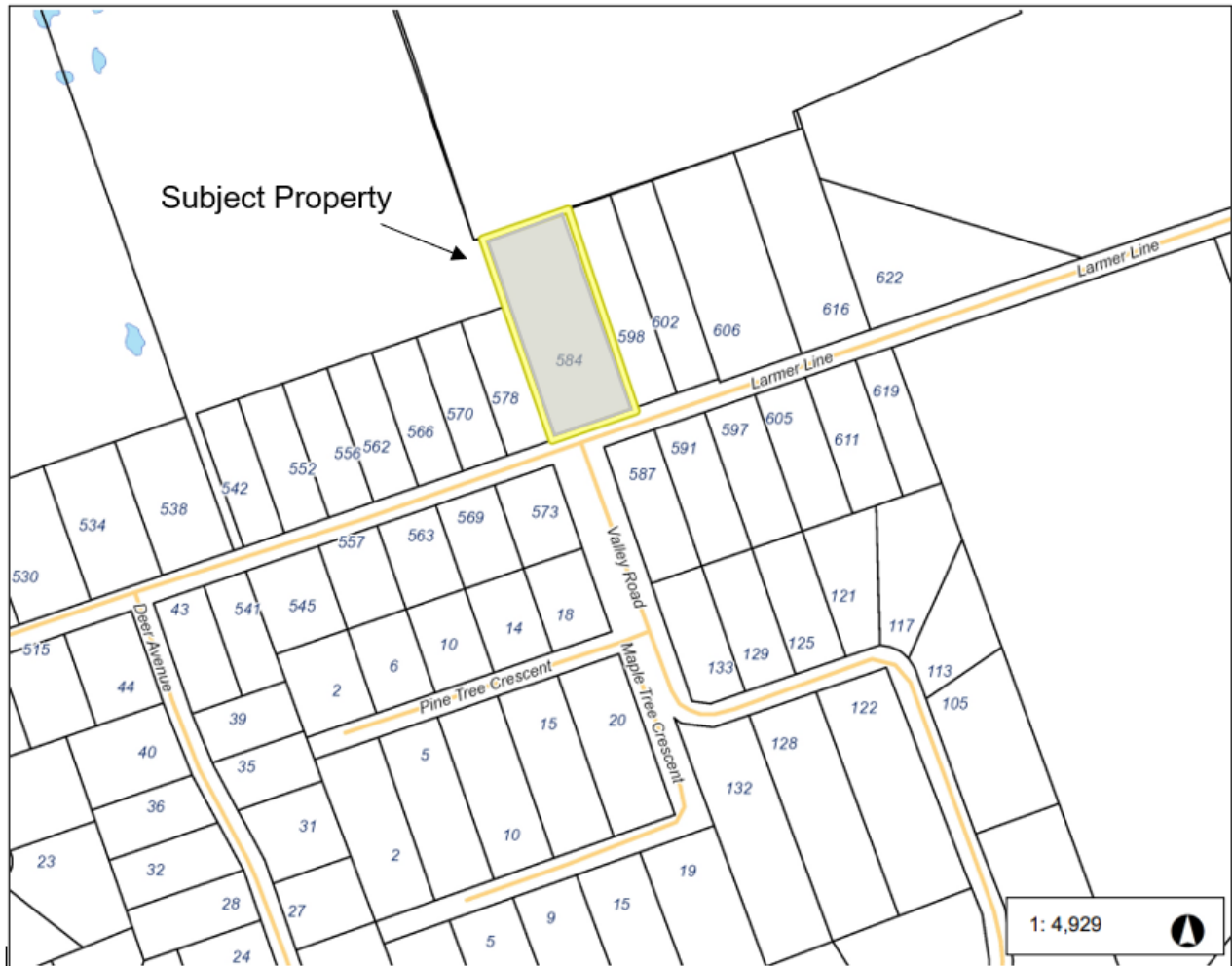
Respectfully Submitted by,

Matt Wilkinson
Planner

Reviewed by,

Yvette Hurley
Chief Administrative Officer

Attachment No.1: Key Map



Attachment No. 2: Aerial Photo



Existing accessory structure to be removed to establish the garden suite.

Attachment No. 3: By-law No. 2024-18

The Township of Cavan Monaghan

By-law No. 2024-18

**Being a by-law to authorize the execution of a Temporary Use Agreement
Between Michelle Watson and the Corporation of the Township of Cavan
Monaghan**

Whereas Michelle Watson made application under Section 39.1 of the Planning Act, R.S.O. 1990 to authorize the temporary garden suite on lands at 584 Larmer Line, in part of Lot 8, Concession 7 (Cavan), Township of Cavan Monaghan, County of Peterborough;

And Whereas the Council of Township of Cavan Monaghan passed By-law No. 2024-08 to permit the temporary use of a garden suite for up to twenty (20) years;

And Whereas Section 39.1(1) of the Planning Act, R.S.O. enables the council of a local municipality to enter into an agreement regarding the temporary use of a garden suite;

Now Therefore the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized on behalf of the Township of Cavan Monaghan to enter into and execute that certain agreement marked Schedule "1" attached hereto and forming part of this By-law.
2. That the By-law shall become effective immediately upon the passing thereof.

Read a first, second and third time and passed this 2nd day of April, 2024.

Matthew Graham
Mayor

Cindy Page
Clerk

Schedule “1”

Temporary Use Agreement

Between

Michelle Watson

(Herein referred to as the Owner)

-and-

The Corporation of the Township of Cavan Monaghan

(Herein referred to as the Municipality)

This Agreement made thisday of, 2024.

Whereas the parcel affected by this Agreement is more particularly described as 584 Larmer Line, in part of Lot 8, Concession 7 (Cavan), Township of Cavan Monaghan, County of Peterborough;

And Whereas the Owner has applied for a Temporary Use Zoning By-law Amendment to permit the establishment of a garden suite on the subject lands;

And Whereas Section 39.1(1) of the Planning Act, R.S.O. enables the council of a local municipality who has passed a by-law under Section 34, to authorize the temporary use of land, buildings or structures for any purpose set out therein that is otherwise prohibited by the by-law;

And Whereas Section 3.9 of the Township of Cavan Monaghan Official Plan states the Township may also require the landowner to enter into an agreement regarding the maintenance, alterations and improvements and eventual removal of the garden suite unit and/or renovation of the accessory apartment to become part of the main dwelling when it is no longer required;

And Whereas Section 8.6.1 c) of the Township of Cavan Monaghan Official Plan states Temporary Use By-laws for garden suites, where permitted by this Plan, may be enacted for up to 20 years and may be extended for up to 3 years;

Now Therefore this Agreement Witnesseth that in consideration of the mutual covenants hereinafter contained, the parties hereto hereby covenant and agree as follows:

1. Covenants by the Owner

The Owner covenants and agrees as follows:

- a) The Owner is the registered owner of the subject land described herein.
- b) This Agreement shall take priority over any registrations against the title to

the subject lands.

- c) That this Agreement shall be binding on the Owner and from time to time, their heirs, executors, administrators, successors and assigns.
- d) The Owners shall obtain all necessary approvals to construct a garden suite, as defined in section 39.1 (2) of the Planning Act R.S.O. 1990.
- e) The garden suite shall be occupied only by Janice Wright.
- f) The garden suite shall only be permitted for a period of twenty (20) years, commencing April 2, 2024 and ending April 2, 2044 as permitted in By-law No. 2024-08, as per Section 39.1 (1) of the Planning Act, R.S.O. 1990, as amended, or until such time as Janice Wright does not occupy the garden suite, whichever comes first. This time period may be extended for an additional three-year period provided the temporary zoning of the site has been extended as per Section 39.1 the Planning Act, R.S.O. 1990, as amended.
- g) Within 90 days of Janice Wright vacating the garden suite or within 90 days of the lapsing of the temporary zoning of the property, the garden suite shall be removed. The Municipality's Chief Building Official shall be asked by the Owner during this time to inspect the property and verify that the structure no longer exists.
- h) A building permit will not be issued for the subject property until such time as the garden suite is removed/demolished.
- i) The Owner covenants and agree with the Municipality on behalf of itself, its, successors and assignees, to indemnify and save harmless the Municipality, its servants and agents from and against any and all actions, suites, claims and demands whatsoever, which may arise either directly or indirectly by reason of any work performed. The Owner further covenants and agrees to release and forever discharge the Municipality from and against all claims, demands, cause of actions, of every nature and type whatsoever that may arise either as a result of the failure of the Municipality to carry out any of its obligations under this Agreement, or as a result of the Municipality performing any municipal work on the said lands or the adjacent properties which may damage or interfere with the works of the Owner, provided that such default, failure or neglect was not caused as a result of negligence on the part of the Municipality, its servants or agents.
- j) The Owner agrees and acknowledges that the Municipality will commence legal action against the Owner if the Owner fails to comply with all terms of this Agreement.

2. Covenants by the Municipality

The Municipality covenants and agrees as follows:

- a) That the Municipality agrees that subject to compliance by the Owner with all relevant Municipal By-laws, Provincial Statutes and Regulations, Agency requirements, and the provisions of this Agreement, the Owner may have a garden suite on the subject property for a temporary period of time for the sole use of Janice Wright.

In Witness Whereof the parties hereto have executed this Agreement and have hereunto caused to be affixed the corporate seals, duly attested to by the property signing officers.

By the Owner on thisday of, 2024.

Signed, Sealed and Delivered
In the presence of

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Per: _____
Michelle Watson
"Owner"

By the Township of Cavan Monaghan on this day of, 2024.

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Per: _____
Matthew Graham, Mayor

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Per: _____
Cindy Page, Clerk