



EWART

O'DWYER

Barristers and Solicitors

PLEASE REFER REPLY TO: M. JOHN EWART

October 16, 2013

VIA EMAIL ONLY

Mr. Ambrose Moran
P.O. Box 414
Apsley, Ontario
K0L 1A0

Dear Mr. Moran:

**Re: The Corporation of the Township of North Kawartha
and Ambrose Moran - Ontario Municipal Board
Case No.: PL130372
Our File Number: 1218-084**

This letter will serve to confirm our telephone conversation of Tuesday, October 15th, 2013 with respect to the above-noted matter.

As discussed, please find enclosed revised Minutes of Settlement together with the schedules attached thereto.

I confirm that paragraph 10 from the original Minutes of Settlement has been removed in its entirety as requested by yourself. Accordingly, I would ask that upon receipt of the attached Minutes of Settlement four copies are printed by yourself, signed and delivered to the Municipal Office for execution by Council at the earliest opportunity.

Once the Minutes of Settlement have been signed by both parties it is the writer's intention to file same with the Ontario Municipal Board indicating resolution of those issues of appeal as contained in paragraph 2(b) of the Minutes of Settlement.

I will provide to you a copy of the Minutes of Settlement once signed by representatives of the Municipality as filed with the Ontario Municipal Board.

311 George Street North, Suite 103, Peterborough, ON K9J 3H3 Tel: (705) 874-0404 ~ Fax: (705)874-1165
www.ewartodwyer.com

**M. John Ewart Certified by the Law Society as a Specialist in Municipal Law - Local Government/Land Use Planning and Development*

I trust the above is satisfactory. Should you have any questions or concerns please do not hesitate to contact the writer.

Very truly yours,
EWART O'DWYER

A handwritten signature in black ink, consisting of a large, loopy initial 'M' followed by a long horizontal stroke that tapers to the right.

M. JOHN EWART
/cdw
Encl.

cc: Tim Powell

cc: Iain Mudd

ONTARIO MUNICIPAL BOARD

CASE NUMBER: PL130372
FILE NUMBER: PL130372
MUNICIPALITY: The Corporation of the Township of North Kawartha
BY-LAW NUMBER: Zoning 26-2013
APPELLANT: Ambrose Moran

MINUTES OF SETTLEMENT

IN THE MATTER OF an appeal to the Ontario Municipal Board by Ambrose Moran pursuant to s. 34(19) of the *Planning Act*, R.S.O. 1990, c. P.13, against By-law No. 26-2013 of the Township of North Kawartha;

THIS AGREEMENT made this 16th day of October, 2013, between Ambrose Moran (the "Appellant") and The Corporation of the Township of North Kawartha (the "Township").

WHEREAS:

1. The Township and the Appellant have resolved the Appellant's objections to Zoning By-law No. 26-2013 in part; and
2. The Township and the Appellant are desirous of concluding a mutually satisfactory settlement arrangement with respect to those issues identified herein.

IN CONSIDERATION of the premises and covenants in these Minutes of Settlement and the payment of the sum of \$1.00 by each party to the other (the receipt of which is acknowledged) the undersigned agrees as follows:

1. The parties agree to make submissions to the Ontario Municipal Board (the "Board") on the first date available to counsel and the Board for a hearing event, to be held by telephone conference call if possible, in support of the resolution of this appeal as reflected in these Minutes of Settlement.

2. The parties agree to request the Board to:

- (a) allow the appeal of the Zoning By-law in part;

- (b) approve the amendments to the form of Zoning By-law No. 26-2013 as set out as follows:

- (i) Regulation of in-water development will continue to be an issue of appeal before the Board by the Appellant.
- (ii) Section 3.1(k)(iv) to be amended by deleting the wording **“except on Jack’s Lake where a marine facility shall be setback a minimum distance of 9.0 metres (30 feet) from the high water mark.”**
- (iii) Section 2.12 “Boathouse” to be amended by deleting the words **“(See MARINE FACILITY)”** and replacing them with **“means a single storey detached accessory building or structure designed and used to house, shelter, store or protect watercraft and/or related marine equipment; but shall not include any space for human habitation.”**
- (iv) Township lands to be rezoned from “Institutional (I)” zone to **“Major Open Space (OS)”** on mapping schedule A12 as indicated on Schedule 1 attached hereto.

Lands to be rezoned from “Seasonal Residential (SR)” zone to **“Major Open Space (OS)”** zone on mapping Schedule A12 as indicated on Schedule 1 attached hereto.

Lands to be rezoned from “Seasonal Residential (SR)” and “Rural (RU)” zones to **“Environmental Constraint (EC)”** zone on mapping Schedule A12 as indicated on Schedule 1 attached hereto.

Lands to be rezoned from “Seasonal Residential (SR)” and “Institutional (I)” zones to **“Rural (RU)”** zone on mapping Schedule A12 as indicated on Schedule 1 attached hereto.

Lands shown as water (pond) on map Schedule A12 to be zoned **“Environmental Constraint (EC)”** as indicated on Schedule 1 attached hereto.

Parcel fabric mapping to be corrected for map Schedule A5 to show parcel and lands owned by the Appellant as water on the said parcel and to be zoned **“Environmental Constraint (EC)”** as indicated on Schedule 2 attached hereto.

- (v) Add a new section **2.95(1) Kitchen** – **“means a room or part of a room where food is stored or prepared or cooked and which has cooking appliances.”**

- (vi) Section 2.6 is amended to add the following to the end of the section: **“For building additions, a common wall is considered to not be less than 50% of the total width of the addition.”**
- (vii) In all zoning categories where Residential uses are not permitted the text will be revised to delete the wording **“Residential Uses: Prohibited”**. Only permitted uses will be shown in each zone category.
- (viii) Section 6.2(c) be deleted in its entirety and replaced with the following: **“6.2(c) Recreational Dwelling Houses Per Lot (maximum): 1 only”**
- (ix) Issue pertaining to Section 1.3 is withdrawn by Appellant.
- (x) Issue pertaining to Section 6.1(a) is withdrawn by Appellant.
- (xi) Section 2.193 shall be amended by deleting the term **“Water Setback/Water Yard”** and replacing the term with **“Water Setback”**.
- (xii) Section 2.88 shall be amended by deleting the term **“High Water Mark/Normal High Water Mark”** and replacing it with the term **“High Water Mark”**.
- (xiii) Section 6.2(q) first sentence, fourth paragraph, and Section 7.2 (o) first sentence, fourth paragraph shall be deleted for each section and replaced with the following for each section: **“Notwithstanding Sections 3.18(a)(ii) and 3.31, new, open, attached decks and enlargements to existing decks will be permitted in the water setback / water yard up to a total finished maximum of 3.7 metres (12 feet) in depth from a main building existing as of the date of OMB approval of this by-law.”**
- (xiv) Issue pertaining to septic setbacks is withdrawn by Appellant.
- (xv) Section 6.2(d) second paragraph and Section 7.2(d) second paragraph are hereby deleted in their entirety.
- (xvi) Section 6.2(f)(iii) and Section 7.2(f)(iii) are deleted and replaced with the following for each section: **“Where the main building/use is located within the 30 meter (100 ft) water setback/water yard, development will be limited to a maximum of 10% coverage for the gross floor area located on the lot area encompassing the 30 meter (100 ft) water setback/water yard. For greater clarity where main building straddles the line of the water setback/water yard, the gross floor area includes only those parts within the water setback/water yard.”**

3. The parties agree to jointly tender these Minutes of Settlement as an exhibit to be filed with the Board and request that the Board attach these Minutes of Settlement to any Board decision or order arising from these proceedings.

4. The Township agrees to provide the land use planning evidence as may be required, either orally or by affidavit, to support the proposed amendments to Zoning By-law No. 26-2013 for The Corporation of the Township of North Kawartha as may be required or to be submitted to the Board for its consideration and approval.

5. The parties agree that the conduct of each of them at the hearing shall be consistent with the terms of these Minutes of Settlement.

6. Should the Board be satisfied that the proposed form of amendments to Zoning By-law No. 26-2013 as contained in these Minutes of Settlement constitutes good land use and planning, the parties consent to the Board:

(a) issuing a decision as set out in clause 2;

(b) attaching these Minutes of Settlement to any decision or order of the Board arising from these proceedings.

7. The parties agree that neither of them will seek nor are either of them entitled to an award of costs by the Board arising out of the appeal of those issues which have resolved by these Minutes of Settlement.

8. Should the Board not approve the proposed amendments to Zoning By-law No. 26-2013 as provided in these Minutes of Settlement, the parties to these Minutes are released from their obligations contained in these Minutes. Further the parties may then proceed to a hearing of the original Zoning By-law appeal.

9. The parties agree that should any difficulty arise with respect to the implementation of the settlement, either party may contact the Board for directions.

10. The undersigned parties agree to prepare and execute (or obtain execution of) all agreements, documents and further instruments as may be necessary to give full effect to the intent of these Minutes of Settlement. The provisions of these Minutes of Settlement shall survive the delivery (and registration, if applicable) of any agreements or documents mentioned herein.

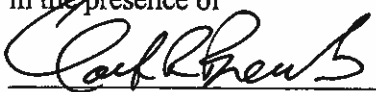
11. If any term or agreement in these Minutes of Settlement, or the application thereof to any person or circumstances, shall to any extent be determined by any court of competent jurisdiction to be invalid or unenforceable, the remaining terms and agreements mentioned herein shall not be affected thereby and each term and agreement shall be separately valid and enforceable to the fullest extent permitted by law.

12. These Minutes of Settlement may be signed in counterparts and each of such counterparts will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

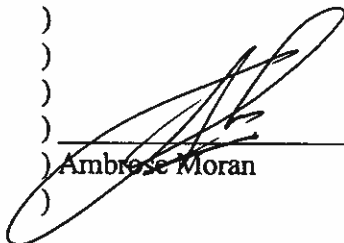
13. These Minutes of Settlement shall bind the undersigned parties and their respective heirs, successors and assigns.

IN WITNESS WHEREOF the party herein has set his hand and seal.

SIGNED, SEALED AND DELIVERED)
in the presence of)


_____)

Witness as to the signature of
Ambrose Moran


_____)
Ambrose Moran)

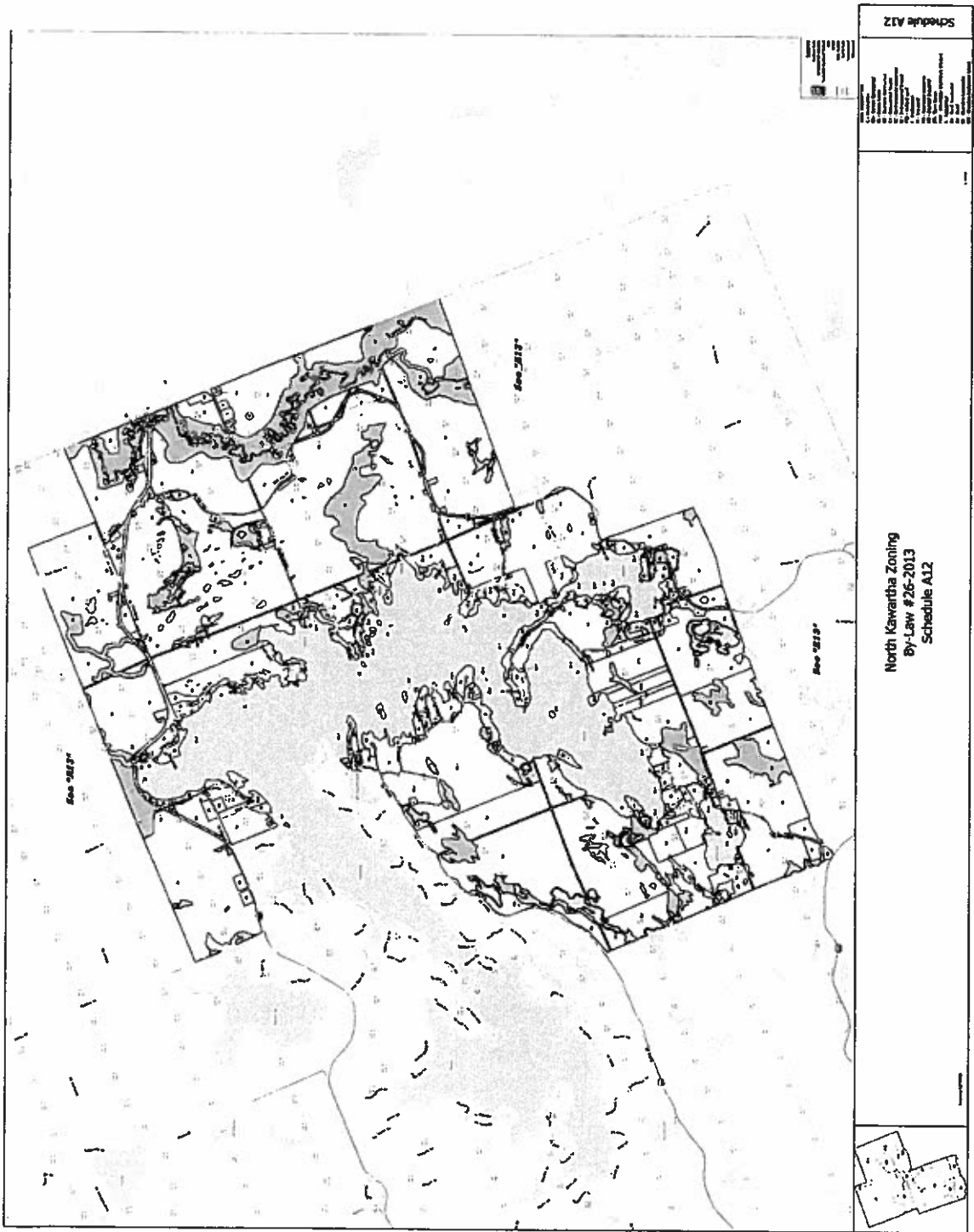
IN WITNESS WHEREOF the party herein has affixed its corporate seal attested by the hands of its officers duly authorized in that behalf.

The Corporation of the Township of
North Kawartha per:

Jim Whelan, *Mayor*

Alana Solman, *Clerk*

SCHEDULE 1

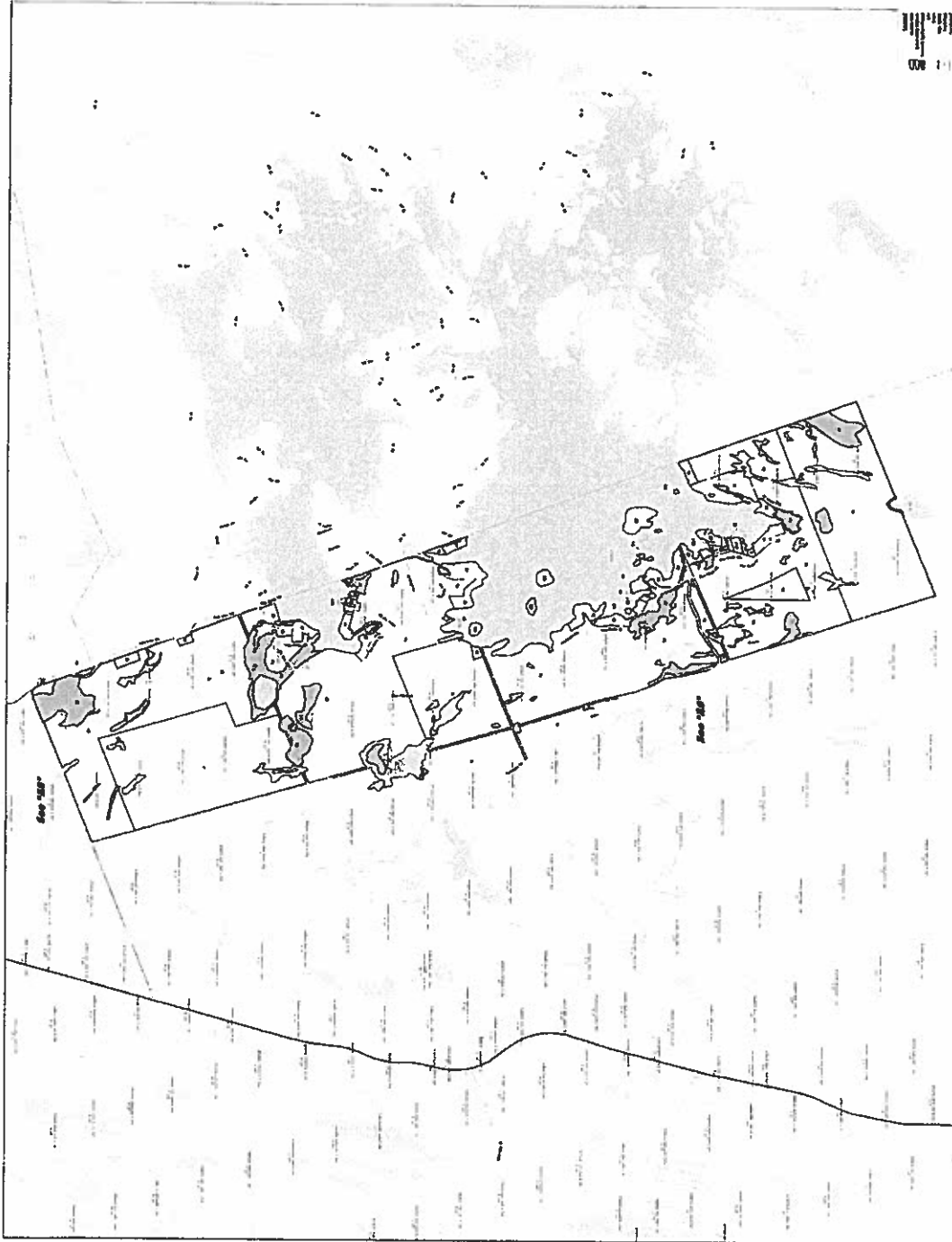


North Kawertha Zoning
By-Law #26-2013
Schedule A12

Schedule A12

1	Residential Single-Family
2	Residential Medium-Density
3	Residential High-Density
4	Commercial
5	Industrial
6	Public Use
7	Other

SCHEDULE 2



Schedule AS

1	2	3	4	5	6	7	8	9	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
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North Kawartha Zoning
By-Law #26-2013
Schedule AS



DRAFT

3. The parties agree to jointly tender these Minutes of Settlement as an exhibit to be filed with the Board and request that the Board attach these Minutes of Settlement to any Board decision or order arising from these proceedings.

4. The Township agrees to provide the land use planning evidence as may be required, either orally or by affidavit, to support the proposed amendments to Zoning By-law No. 26-2013 for The Corporation of the Township of North Kawartha as may be required or to be submitted to the Board for its consideration and approval.

5. The parties agree that the conduct of each of them at the hearing shall be consistent with the terms of these Minutes of Settlement.

6. Should the Board be satisfied that the proposed form of amendments to Zoning By-law No. 26-2013 as contained in these Minutes of Settlement constitutes good land use and planning, the parties consent to the Board:

(a) issuing a decision as set out in clause 2;

(b) attaching these Minutes of Settlement to any decision or order of the Board arising from these proceedings.

7. The parties agree that neither of them will seek nor are either of them entitled to an award of costs by the Board arising out of the appeal, which appeal has been partially resolved by these Minutes of Settlement. *JOHN EVART AGREED TO REMOVE / CHANGE*

8. Should the Board not approve the proposed amendments to Zoning By-law No. 26-2013 as provided in these Minutes of Settlement, the parties to these Minutes are released from their obligations contained in these Minutes. Further the parties may then proceed to a hearing of the original Zoning By-law appeal.

9. The parties agree that should any difficulty arise with respect to the implementation of the settlement, either party may contact the Board for directions.

10. In addition to the foregoing, the Appellant covenants and agrees not to directly or indirectly obstruct any of the aforesaid matters and specifically not to release any reports retained in furtherance of this settlement. *JOHN EVART AGREED TO REMOVE*

11. The undersigned parties agree to prepare and execute (or obtain execution of) all agreements, documents and further instruments as may be necessary to give full effect to the intent of these Minutes of Settlement. The provisions of these Minutes of Settlement shall survive the delivery (and registration, if applicable) of any agreements or documents mentioned herein.

12. If any term or agreement in these Minutes of Settlement, or the application thereof to any person or circumstances, shall to any extent be determined by any court of competent jurisdiction