TO: Planning and Development Committee
FROM: Anne Taylor Scott, Municipal Planner
RE: Site Plan Agreement
Jeff Knackstedt, 28 Ellen Street
DATE: March 12, 2008

RECOMMENDATION

1. That the Municipality of Port Hope Council enter into a Site Plan Agreement (Appendix 1), with Jeffery Volker Knackstedt, to permit the development of the property municipally known as 28 Ellen Street as a medical office.

2. THAT a by-law be prepared for presentation to Council March 25, 2008, pursuant to Section 36(4) of the Planning Act to remove the “H” - Holding Zone symbol from the subject lands which are currently zoned Residential Type 2 Exception No. 14 “Holding” (R2-14-“H”) Zone as outlined in Appendix 2.

BACKGROUND

The subject lands are located on the north side of Ellen Street, west of Ontario Street (see Figure 1: Subject Lands) with frontage on Ellen Street. The subject lands are currently occupied by a single detached dwelling house in a predominantly residential area.

The subject lands were rezoned in 2005 from the Residential Type 2 Exception No 1 (R2-1) Zone to the Residential Type 2 Exception No. 14 “Holding” (R2-14-“H”) Zone which permits a medical office. The “Holding” provision is to remain in place until following conditions are fulfilled:

   a. completion and approval of a traffic impact analysis;
   b. completion and approval of a storm water management report; and,
   c. entering into a site plan agreement for the proposed development;

PROPOSED SITE PLAN

The approved site plan demonstrates how the conversion of the residential use to a commercial use will function. The plan illustrates the proposed parking area, inclusive of the required barrier-free parking space. The site will be graded such that stormwater is contained on the site and will not impact neighbouring properties. Furthermore, a surface soak away pit will be constructed to
accommodate the additional stormwater from the parking area which is to be curbed. The site plan also provides detail with respect to the existing sanitary and
Figure 2: Proposed Site Plan
Application: AG SP 188
Applicant: Jeff Knackstedt
Address: 28 Ellen Street
water connections that will continue to service the medical office. The servicing scheme, which includes the installation of backflow preventors in keeping with Municipal policy, has been reviewed and approved by the Municipal Engineering Services.

**FINANCIAL IMPLICATIONS**

As identified on Schedule “E” of the attached Site Plan Agreement, the owner is required to submit Public Works User Fees totaling $707.00 as well as a performance guarantee of $17,675.00 (refundable letter of credit). The performance guarantee will be released following a request from the owner, and subsequent staff confirmation that development has occurred in accordance with the approved drawings identified on Schedule “B” of the attached Site Plan Agreement.

**LIFTING OF “HOLDING” PROVISION**

Municipal Staff and advisors have now received and approved:

a. a traffic impact analysis;
b. a storm water management report; and,
c. the site plan.

As outlined above, the site plan agreement attached as Appendix 1 is being brought forward at this time and incorporates clauses dealing with traffic, access, parking, servicing and stormwater. Approval of the attached agreement will ensure that all conditions relating to the Zoning By-law amendment have been fulfilled.

**CONCLUSION**

Although a lengthy Site Plan review process, staff have worked with the applicant to revise and refine the development proposal, resulting in an approved site plan.

Staff recommend that the Municipality of Port Hope enter into a Site Plan Agreement with Jeffery Volker Knackstedt (Appendix 1) to permit the development of medical office on the subject lands municipally known as 28 Ellen Street. Furthermore, staff recommend that a by-law prepared for presentation to Council March 25, 2008 to remove the “H” - Holding Zone symbol from the subject lands which are currently zoned Residential Type 2 Exception No. 14 as all conditions have been met (Appendix 2).

Original signed by,

Anne Taylor Scott, MCIP, RPP
Municipal Planner
APPENDIX 1

THIS AGREEMENT made in quintuplicate this 26th day of March, 2008.

BETWEEN: JEFFREY VOLKER KNACKSTEDT
hereinafter collectively called the “Owner”
THE PARTY OF THE FIRST PART

- and -

THE CORPORATION OF
THE MUNICIPALITY OF PORT HOPE
hereinafter called the “Municipality”
THE PARTY OF THE SECOND PART

WHEREAS the Owner owns in fee simple lands and premises on the north side of Ellen Street, municipally known as 28 Ellen Street in the Municipality of Port Hope, County of Northumberland (hereinafter referred to as the “subject lands”) and are more particularly described in Schedule “A” attached hereto;

AND WHEREAS the Owner intends to develop the subject lands by erecting a business or professional office – medical, hereinafter referred to as a medical office, as shown and detailed on the site plan attached hereto as Schedule “B” which Schedule forms part of this agreement;

AND WHEREAS the proposed development complies with the Official Plan as amended and restricted area zoning By-law 2857/73 as amended;

AND WHEREAS pursuant to the provisions of By-law 81-85, as amended, the subject lands are subject to site plan control;

NOW THEREFORE in consideration of the mutual agreements and covenants hereinafter contained, the parties agree as follows:

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of mutual benefits, the Parties hereto agree as follows:

1. SUBJECT LANDS TO BE DEVELOPED

1.1 The lands and premises affected by this Agreement (hereinafter referred to as the “Lands”) are those lands more particularly described in Schedule “A” hereto.
1.2 The Owner represents and warrants to the Municipality that it is the owner in fee simple of the subject lands and premises.

1.3 The Owner agrees not to register, or allow to be registered any lease, notice of lease, lien or encumbrance of any kind prior to the registration on title of this agreement in priority to this agreement.

2. SITE DEVELOPMENT

2.1 The Owner covenants and agrees with the Municipality to develop the lands in accordance with the Schedules attached hereto and forming part of this agreement, and to erect thereon the building substantially as shown on the drawings identified on Schedule “B” all in accordance with the requirements of the applicable Zoning By-law, as amended, and all other by-laws of the Municipality, in and on the locations and in the manner as indicated thereon. The Owner agrees to notify the Municipality on commencement and completion of construction.

2.2 The Owner covenants and agrees with the Municipality that the building and all other external structures and facilities it has agreed to construct or may be required to construct on the subject lands shall be maintained by the Owner from time to time in good condition and repair at all times.

2.3 The Owner covenants and agrees to complete all external structures, facilities and landscaping at the same times as each stage of the building, save and except that if weather conditions do not reasonably permit completion of all landscaping at the time of completion of the development, all landscaping will be completed as soon as practical and in accordance with landscaping advice as agreed to by the Municipality, and in any event not later than six (6) months after completion of each stage of the building.

2.4 The Owner covenants and agrees that no other building, external structures or facility shall be erected on the subject lands unless there is a further written agreement with the Municipality.

3. GRADING AND DRAINAGE

3.1 The Owner agrees to grade the lands in accordance with the gradients shown on the drawings identified on Schedule “B” and to provide at the Owner's cost, collection and disposal of storm, surface and waste water on and from the lands, in accordance with the drawings identified on Schedule “B”.

3.2 The Owner agrees that the grading of the lands shall be completed to the satisfaction of the Director of Municipal Engineering Services.

3.3 The Owner further agrees that all weeper tile drainage and roof drainage shall likewise be discharged into the drainage system to the satisfaction of the Director of Municipal Engineering Services.

3.4 The Owner agrees not to block or otherwise hinder drainage of surface and storm water from adjoining lands as same are presently constituted.

4. ENTRANCES, DRIVEWAYS, LIGHTING & MUNICIPAL SIDEWALK

4.1 The Owner agrees to maintain the existing driveway and parking areas as shown on the drawings identified on Schedule “B”. All driveways/entrances shall be located as shown on the drawings identified on Schedule “B”.

4.2 The Owner agrees to provide suitable lighting for all parking areas, and shall ensure that lighting does not spread beyond the subject lands to the satisfaction of the Director of Planning Services.

5. SERVICING AND UTILITIES

5.1 Sanitary Services
The Owner agrees to install and maintain a sanitary sewer service to the medical office on the subject lands.

5.2 Water Service
The Owner agrees to install an adequate water line to the medical office, to the satisfaction of the Director of Municipal Engineering Services. The Owner agrees to install a backflow preventer of a type sufficient to protect the Municipal water distribution system, to the satisfaction of the Director of Municipal Engineering Services.

5.3 Electrical Supply System
The Owner shall arrange with the appropriate authority having jurisdiction for the design, provision and installation of an electrical supply system to serve the subject lands in the locations as approved by the Director of Municipal Engineering Services. All electrical services are to be installed underground.

5.4 Telephone System
The Owner shall arrange with Bell Canada for the design, provision and installation of an electrical supply system to serve the subject lands as approved by the Director of Municipal Engineering Services. All telephone services are to be installed underground.

5.5 **Gas Supply System**
The Owner shall arrange with an appropriate gas company for the design, provision and installation of a complete gas supply system to serve the subject lands, including gas mains, and all appurtenant manholes and laterals.

6. **GARBAGE STORAGE AND DISPOSAL**
The Owner agrees to remove garbage, recyclables and other waste material as often as may be required to maintain a neat, healthy, and orderly site. The Owner agrees that garbage, refuse and recycling shall be stored in the facility shown on the drawings identified on Schedule “B”.

7. **LANDSCAPING**
The Owner agrees to install and maintain a lawn on all of the subject lands not covered by building or driveways shown on the drawings identified on Schedule “B”.

8. **CLEARANCE**
The Owner agrees to notify the LLRWMO (Low Level Radioactive Waste Management Office) or retain and maintain a suitably qualified and experienced engineer to conduct surface scans, test hole samplings, and to carry out adequate inspections at the time of excavation and during construction and immediately following the completion of construction, to ensure that radiation levels are within the permissible range as required by Federal regulations for the proposed use. The Owner further agrees to provide the Municipality and any relevant federal or provincial authorities with proof of the inspections and the results thereof, promptly upon completion of the inspections. In the event that levels exceed the permitted levels at any stage, all work and/or use shall cease until remedial action is agreed upon between the Owner and the authorities responsible and carried out so that permissible levels are again achieved.

9. **RELOCATION OF SERVICES**
The Owner agrees that in the event of relocation of any services as a result of the development, including hydro, water, gas, and telephone, the said relocation shall be at the Owner’s expense.
10. **REGISTRATION AND ENFORCEMENT**

   The Owner agrees that the Municipality may register this agreement against the title to the lands and that the Municipality may enforce provisions of this agreement against the Owner of the lands and, subject to the provisions of the Registry Act, as amended, against all subsequent owners of the lands. The Owner further agrees to reimburse the Municipality for all reasonable legal fees and disbursements in connection with the preparation and registration of this agreement.

11. **PERFORMANCE GUARANTEE**

   11.1 The Owner agrees that prior to the issuance of any building permit, it shall post with the Municipality in the form of an irrevocable letter of credit, in accordance with the form provided by the Finance Department of the Municipality, issued by a Canadian chartered bank, in the amount of $17,685.00, as identified on Schedule “E”.

   11.2 The Owner agrees that the performance guarantee may be used by the Municipality in the event that the Owner fails to satisfactorily meet the requirements of this agreement.

12. **USE OF PERFORMANCE GUARANTEE**

   The Owner agrees that the Municipality may, at any time, by resolution of Municipal Council, authorize the use of all or part of any performance guarantee if the Owner fails to pay any costs payable by the Owner or construct or maintain structures and facilities, including all landscaping and planting material as required to be installed and/or maintained under this agreement.

13. **REDUCTION OF PERFORMANCE GUARANTEE**

   The Municipality shall release the unused portion of the performance guarantee on the first anniversary of the development being fully complete, or upon earlier inspection of the development, at the discretion of the Municipality.

14. **CERTIFICATE**

   If required by the Chief Building Official, upon completion of all the external structures and facilities, the Owner’s engineer shall provide the Municipality with a certificate certifying that the development and all facilities referenced in this agreement have been duly constructed and are in accordance with all plans.
15. **INDEMNIFICATION**
   The Owner covenants and agrees with the Municipality to indemnify and save harmless the Municipality from any action for damages or otherwise, and for all costs as a result of any injury howsoever caused to any other person or person’s property as a result of the construction of the buildings and external facilities on the subject lands.

16. **DEVELOPMENT CHARGES**
   The Owner agrees to pay the applicable development charges in accordance with the Municipality’s Development Charge By-law, as amended, at the time of application for a building permit.

17. **PERMIT**
   The Municipality agrees that upon the Owner complying with the provisions of paragraphs 11, 16 and 18 and having obtained any necessary easements, a building permit will be issued to the Owner subject to payment of the usual permit fees and any other fees which are payable under any by-law currently in force in the Municipality and provided that all building plans comply with the Ontario Building Code and all other Applicable Law.

18. **LAPSE OF APPROVAL**
   In the event a building permit has not been issued within the period of two (2) years after registration of this agreement, this agreement shall lapse and shall be the subject of renegotiations at the sole option of the Municipality.

19. **CONSTRUCTION COMMENCEMENT**
   The Owner agrees to commence construction of any building for which a permit may be issued under Paragraph 17 hereof as soon as is reasonably practicable following the issuance of any permit and to complete all construction in accordance with the said building permit as quickly as possible, and in any event within eighteen (18) months of commencement of construction.

20. **PHASING**
   Any additional buildings or phases of this development shall be in conjunction with a Site Plan Amendment Application to the satisfaction of the Municipality of Port Hope.

21. **NOTIFICATION**
   Any notice which is required to be given by the Municipality to the Owner in respect of this agreement shall be mailed or delivered to the Owner,
Mr. Jeffrey Knackstedt  
28 Ellen Street  
Port Hope, ON  
L1A 1X9

or such address as the Owner has provided by specific written notice to the Municipality. Any such notice mailed or delivered to the said address shall be deemed good and sufficient notice.

Any notice which is required to be given to the Municipality shall be mailed or delivered to:

The Clerk,  
The Corporation of the Municipality of Port Hope,  
Administration Offices,  
56 Queen Street,  
P.O. Box 117,  
PORT HOPE, Ontario.  
L1A 3V9

22. **OWNER’S EXPENSE**

Every provision of this agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner".

23. **REIMBURSEMENT**

The Owner agrees to reimburse the Municipality for all reasonable administrative, planning, legal, engineering and inspection costs and disbursements incurred by the Municipality or any of its agents in conjunction with the development of the lands as shown on the attached Schedules, without limiting the generality of the foregoing, the preparation, execution, registration and fulfillment of this agreement. The Owner agrees to pay the Municipality’s Public Works User Fee as a flat rate fee in addition to the above. The Public Works User Fee shall be based on the Total Development Cost. The Total Development Cost shall include the estimated construction value of on-site and off-site works (excluding dwellings).

The Public Works User Fee shall be 4% of the Total Development Cost up to and including $200,000.00 plus 2% on the amount above $200,000.00, resulting in a value of $707.00, as identified on Schedule “E”.

The Owner agrees that technical peer review by external consultants as required by the Director of Municipal Engineering Services, work required
under Special Services Applications, Septage Waste Disposal Permits, Bulk Water Permits, Water Distribution Services, Street Operation Permits, Oversize/Overweight Permits and other shall be an additional cost.

The Owner agrees to pay such accounts not later than thirty (30) days following the mailing of the invoice by the Municipality. The Owner agrees to pay interest on any such unpaid amount thirty (30) days following the date of invoice at the rate of 1½% per month.

24. NOTICE OF PORT HOPE AREA INITIATIVE
The Owner hereby acknowledges notice of the Port Hope Area Initiative and the Property Value Protection Program. Schedule “F” sets out some information with respect thereto. Additional information can be obtained through the contact details provided on Schedule “F”. In the event of the sale of this property, the owner agrees to notify each purchaser of the Port Hope Area Initiative before a binding agreement of purchase and sale is concluded.

25. PARKLAND DEDICATION/ CASH-IN-LIEU
Not applicable

26. SUCCESSORS AND ASSIGNS
This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.
IN WITNESS WHEREOF the Parties of the First Part have caused to be affixed their hands and seals.

Signed, Sealed and Delivered in the presence of,

__________________________  ____________________________  _________________
Witness                     Jeffrey Volker Knackstedt   Date

IN WITNESS WHEREOF, the Parties hereto have caused to be affixed their Corporate Seals duly attested to by the hands of their respective officers duly qualified in that behalf.

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE

__________________________
Linda Thompson, Mayor

__________________________
S. C. Dawe, Clerk
Schedule “A”

Being Part of Lot 2, Plan No. 3 on the North Site of Ellen Street, and further described as Parts 1 and 2, RP 9R1611 in the Municipality of Port Hope (formerly the Town of Port Hope) in the County of Northumberland, and municipally known as 28 Ellen Street.
Schedule “B”

Site Plan Drawings Approved By The Municipality of Port Hope

<table>
<thead>
<tr>
<th>DRAWING</th>
<th>PREPARED BY</th>
<th>FINAL REVISION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Plan</td>
<td>J.E. Doubt Associates Inc.</td>
<td>February 28, 2008</td>
</tr>
</tbody>
</table>
### Schedule “C”
Site Plan Approval Security Calculation Form

<table>
<thead>
<tr>
<th>ITEM</th>
<th>On-Site Cost Estimate</th>
<th>Off-Site Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Watermain Servicing</strong> (incl. PRV’s, hydrants, appurtenances)</td>
<td></td>
<td>$90</td>
</tr>
<tr>
<td><strong>Sanitary Sewer Servicing</strong> (incl. manholes, appurtenances, safety grates)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Storm Sewer Servicing</strong> (incl. manholes, catchbasins, appurtenances)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Service Laterals</strong> (incl. water, storm, sanitary, curbstops, cleanouts, other)</td>
<td></td>
<td>$400</td>
</tr>
<tr>
<td><strong>Water Utility Building</strong> (incl. booster station, backflow preventer, meters, other)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sanitary Pumping Station</strong> (incl. forcemain, mechanical / electrical, generator, other)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Roadwork</strong> (incl. granulars, asphalt, curb, sidewalks, pavers, shouldering, linepainting, other)</td>
<td>$12,500</td>
<td>$400</td>
</tr>
<tr>
<td><strong>Storm Water Management Facilities</strong> (incl. pond, oil/grit separator)</td>
<td></td>
<td>$2,000</td>
</tr>
<tr>
<td><strong>Streetlighting</strong> (incl. ductwork, pole base, cabling)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Landscaping</strong> (incl. street/park furniture, gateway signs, vegetated buffer strips, garden walls, gazebos, roadway signage)</td>
<td></td>
<td>$400</td>
</tr>
<tr>
<td><strong>Rough grading</strong> (incl. sediment and erosion control, off-site haulage, stockpiling, overland flow routes)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fine grading</strong> (incl. topsoil, sod, swales, other)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other</strong> (incl. designated structures, bridges, retaining walls, guiderail, fencing, TCP, TPP)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cost Estimate Sub-Total</strong></td>
<td>$15,390</td>
<td>$400</td>
</tr>
<tr>
<td><strong>Sub-Total of On and Off Site Works</strong></td>
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</tr>
<tr>
<td><strong>Contingency</strong></td>
<td>5%</td>
<td>$790</td>
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<tr>
<td><strong>Engineering</strong></td>
<td>7%</td>
<td>$1,105</td>
</tr>
<tr>
<td><strong>TOTAL SITE DEVELOPMENT COST</strong></td>
<td></td>
<td>$17,685</td>
</tr>
</tbody>
</table>

**NOTE:**
1. Costs shall be prepared by a Professional Engineer
2. Costs shall be the estimated / tendered / actual value of constructed work
3. On-site works shall exclude dwellings
SCHEDULE “D”

REQUIRED DOCUMENTS
(May be required at the discretion of the Director of Municipal Engineering Services)

1. Certificate of Approval issued by the Ministry of the Environment certifying approval for the water distribution system, if required.

2. Certificate of Approval issued by the Ministry of the Environment certifying approval for the sanitary sewer system and the storm sewer system, if required.

3. Certificate of Compliance for Servicing Works, issued by a Professional Engineer licensed to practice in the Province of Ontario certifying that the water distribution system, the sanitary sewer system and the storm sewer system, including appurtenances have been designed and constructed in accordance with Municipal Standards, Provincial Standards and the approved drawings.

4. Certificate of Compliance for Rough Grading Works, issued by a Professional Engineer licensed to practice in the Province of Ontario certifying that the rough grading of the development lands has been designed and constructed in accordance with Municipal Standards, Provincial Standards and the approved drawings.

5. Certificate of Compliance for Fine Grading Works, issued by a Professional Engineer licensed to practice in the Province of Ontario certifying that the fine grading of each block or parcel of the development lands, including the placement of topsoil and sod has been designed and constructed in accordance with Municipal Standards, Provincial Standards and the approved drawings.

6. Certificate issued by the Electrical Safety Authority certifying that the electrical servicing works, including street lighting has been designed and constructed in accordance with Provincial standards and regulations and in accordance with the approved drawings.
## SCHEDULE “E”

Summary of financial payments and guarantees to the Municipality of Port Hope by the Owner:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>METHOD OF PAYMENT</th>
<th>AMOUNT</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Guarantee</td>
<td>Cash or Letter of Credit</td>
<td>$17,685</td>
<td>Prior to Execution of Agreement</td>
</tr>
<tr>
<td>Cash-in-lieu of Parkland</td>
<td>Cash</td>
<td>N/A</td>
<td>Prior to Execution of Agreement</td>
</tr>
<tr>
<td>Public Works User Fee</td>
<td>Cash</td>
<td>$707</td>
<td>Prior to Execution of Agreement</td>
</tr>
<tr>
<td>Tax Arrears</td>
<td>Cash</td>
<td>N/A</td>
<td>Prior to Execution of Agreement</td>
</tr>
<tr>
<td>Registrations</td>
<td>Cash</td>
<td>By Invoice from Municipality</td>
<td>Prior to Release of Securities</td>
</tr>
<tr>
<td>Development Charges</td>
<td>Cash</td>
<td>As Per By-law Prior to Issuance of Each Building Permit</td>
<td>As Per By-law Prior to Issuance of Each Building Permit</td>
</tr>
<tr>
<td>Benchmark</td>
<td>Cash</td>
<td>N/A</td>
<td>Prior to Execution of Agreement</td>
</tr>
</tbody>
</table>
From 1932 to 1988, radium and uranium refining was Port Hope's major economic activity. In the 1980s, the federal government completed a major environmental clean-up in Port Hope, removing contaminated materials to a storage facility in Chalk River. Some low-level radioactive waste remained in the Municipality and was secured by the federal government in licensed and unlicensed locations. Now, as part of a community-based initiative, called the Port Hope Project, the remaining contaminated waste is proposed to be moved by the federal government to a long-term, engineered management facility / facilities pending the results of an Environmental Assessment. The map below identifies the proposed waste management facility site(s) for the Port Hope and Port Granby Projects both part of the PHAI.

The Port Hope Project is unlikely to have an effect on the value of most properties located within the PVP Zone. Since the PVP was announced on October 1, 2001, the Port Hope Initiative has not resulted in a general decline in Property values. During the Project's construction phase, there will be an increase in trucks carrying materials to and from the waste management and remediation sites, which may have a temporary impact on property values along the trucking routes.

The Property Value Protection Program

The home you are buying is covered by the Property Value Protection (PVP) Program as part of the Port Hope Project, under the Port Hope Area Initiative (PHAI).
The PVP Program protects your investment in the value of your home or land until the Port Hope Project is completed, and for two years beyond that. The PVP Program was established to compensate property owners in the PVP Zone (see map above) if they realize a loss on the sale or rental of their properties as a result of activities related to the PHAI.

**The PVP Zone**

Property owners who live within the area shown on the map are eligible to apply for compensation under the PVP Program. The Zone boundaries are: on the west - a line 300m west of the western limit of Newtonville Road; on the north – a line 300 m north of the northern limit of Durham Highway/County Road 2 and Dale Road; on the east – the eastern boundary of the Municipality of Port Hope; and on the south – the shoreline of Lake Ontario.

**How does the PVP compensation process work?**

Once a property owner submits a claim, the PVP Program office reviews the information and analyzes the selling prices of similar properties within and outside the PVP Zone. In the majority of cases for properties valued under $250,000, claimants can expect to be notified of the decision within 15 business days. When a claim is approved, the PVP office issues a cheque for compensation. If a claim is denied, the office provides a written explanation, and the claimant may proceed to the appeal process, involving mediation and/or arbitration. No fees are involved.

**ADDITIONAL INFORMATION**

If you would like more information about the Port Hope Project or the Property Value Protection Program, please phone, visit or write to the following offices:

**Project Information Exchange**

110 Walton Street, Box 118  
Port Hope, ON  L1A 3V9  
Telephone: 905-885-0291  
Toll free: 1-866-255-2755  
E-mail: info@llrwmo.org

**Property Value Protection Program**

38 Walton Street, Suite 3 (2nd floor)  
Port Hope, ON  L1A 1N1  
Telephone: 905-885-2866  
Website: www.llrwmo.org
APPENDIX 2
ZONING BY-LAW NO. XX/2008
OF THE
CORPORATION OF THE MUNICIPALITY OF PORT HOPE

Being a By-law under the provisions of Section 36(4) of the Planning Act, R.S.O., 1990, c.p.13, as amended, to amend Zoning By-law No. 2857/73, as amended, of The Corporation of the Municipality of Port Hope, to remove a holding symbol with respect to certain lands located on the North side of Ellen Street, West of Ontario Street, municipally known as 28 Ellen Street, in the Municipality of Port Hope, in the County of Northumberland.

AND WHEREAS the Council of The Corporation of the Municipality of Port Hope on November 22, 2005 passed By-law 74/2005 to rezone the subject lands to the Residential Type 2 Exception No. 14 (R2-14) Zone which permits a medical office on the subject lands;

AND WHEREAS the Council of The Corporation of the Municipality of Port Hope deemed it advisable on November 22, 2005, pursuant to Section 36 of the Planning Act. R.S.O. 1990, c.P.13, to place the above described lands within a “H” Holding Zone until such time as the completion and approval of a traffic impact analysis, a stormwater management report and a site plan agreement has been entered into for the subject lands, and under the provisions of the Planning Act had the authority to do so;

AND WHEREAS the Council of The Corporation of the Municipality of Port Hope recognizes that conditions now apply that allow the passing of an amending by-law to remove the holding symbol, with respect to the above described lands, pursuant to Section 36(4) of the Planning Act. R.S.O. 1990, c.P.13;

NOW THEREFORE the Council of The Corporation of the Municipality of Port Hope ENACTS as follows:

1. THAT Plate "A" entitled “ZONE MAP” of Zoning By-law No. 2857/73, as otherwise amended, is hereby amended by removing the “H”- holding symbol from certain lands located on the north side of Ellen Street, west of Ontario Street, municipally known as 28 Ellen Street, all in accordance with Schedule “A” attached hereto and by this reference forming part of this By-law.

2. THAT this By-law shall come into force on the date it is passed by the Council of The Corporation of the Municipality of Port Hope, subject to the applicable provisions of the Planning Act, R.S.O. 1990, c.P.13, as amended.

THIS BY-LAW READ A FIRST, SECOND AND THIRD TIME and finally passed on the 25th day of March, 2008

Linda Thompson, Mayor

S. C. Dawe, Clerk
SCHEDULE "A" TO BY-LAW xx/2008

READ a FIRST, SECOND and THIRD time and finally PASSED on the 25th day of March, 2008.

MAYOR: __________________

CLERK: __________________

The Corporation of the MUNICIPALITY OF PORT HOPE
56 Queen Street
Port Hope, Ontario
L1A 3V9