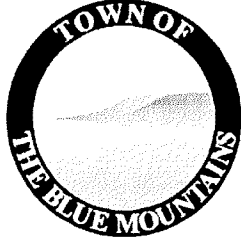


D.12

STAFF REPORT: ADMINISTRATION



REPORT TO: Council
MEETING DATE: March 26, 2008
REPORT NO.: A.08.04
SUBJECT: Heritage Designation Agreement
PREPARED BY: Stephen Keast, Clerk

A. Recommendations

THAT Council does hereby receive Staff Report A.08.04, "Heritage Designation Agreement" and further does authorize the Mayor and Clerk to execute a Heritage Designation Agreement with Sandra and James McNichol following the enactment of Town By-law No. 2008-03, being a By-law to designate property known as 588135 Sideroad 9, to be of cultural heritage value and interest.

B. Background

On January 14, 2008, Council enacted a By-law to designate 588135 Sideroad 9, the birthplace and farmstead of the late David J. McNichol to be of cultural heritage value and interest, given Mr. McNichol's long history of public service and community accomplishments.

The lands are within the development control regulations of the Niagara Escarpment Plan, which allows a second dwelling on lands that have an existing, designated structure. Mr. McNichol's grandson has applied for a Niagara Escarpment Development Permit to allow for a new, second dwelling, and one of the conditions of approval is acknowledging the heritage designation by way of a heritage designation agreement between the landowner and municipality.

The subject agreement is based on a version originally utilized by the City of Ottawa and as supplied by Chris Mahood of the Ontario Heritage Trust.

Town solicitor John Metras has reviewed the attached agreement and has no objection to Council authorizing its execution. The agreement places the onus on the landowner to conserve the designated structure, however, in the event it is destroyed, the NEC will not allow for its reconstruction.

C. The Blue Mountains' Strategic Plan

Preserving and enhancing natural and environmental features and cultural heritage of the community.

D. Budget Impact

None, applicant pays designation notice and agreement registration costs.

E. Attached

1. Draft Agreement

Respectfully submitted,

Stephen Keast, Clerk

2.0 CONSTRUCTION OR ALTERATION

2.1 The Owners agree not to proceed with any demolition of, or construction to, the Building without prior written consent of the Council of the Town and Permits from agencies as required.

3.0 REPLACEMENT OR RECONSTRUCTION

3.1 If the building is destroyed, the Owner shall not reconstruct or replace or cause or permit the reconstruction or replacement of the Building.

4.0 RECTIFICATION OF BREACH

4.1 The parties agree that in the event of a breach of the provisions herein contained, the aggrieved party(ies) shall give written notice of the breach to the party(ies) committing the breach, requesting rectification thereof within a reasonable period of time, and, in default of rectification, the aggrieved party(ies) may proceed to enforce compliance with the provisions in any manner it may deem appropriate in accordance with the law, at the cost and expense of the defaulting party(ies).

5.0 NON-LIABILITY OF MUNICIPALITY

5.1 The Town shall not be held liable for any damage to the building located on the said property known municipally as 588135 Sideroad 9 that may result from the operation of this Agreement.

6.0 GENERAL PROVISIONS

6.1 The parties agree that where there is a conflict between the provisions of this Agreement and any provision of section 33 or 34 of the Ontario Heritage Act R.S.O,1990, Chapter 0.18, or any amendment or statute substituted therefore, the provisions of this Agreement shall prevail.

6.2 This Agreement shall apply to and be binding upon the property known municipally as 588135, Sideroad 9, in the Town of The Blue Mountains.

6.3 This Agreement and every provision herein contained shall be to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall hereinafter form part of the legal and equitable interests in the said property known municipally as 588135 Sideroad 9.

7.0 USE OF PROPERTY

7.1 The owner(s) expressly reserves for themselves, their representatives, heirs, executors, administrators, successors and assigns, as the case may be, the right to continue the use of the Property for all purposes not inconsistent with this Agreement.

8.0 EFFECTIVE DATE

8.1 This Agreement shall be deemed not to be in force and effect unless and until a Development Permit that allows a second house on the Property is issued under the Niagara Escarpment Planning and Development Act.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED

)

)

) _____

) James Lloyd McNichol, Owner

)

) _____

) Sandra Diane McNichol, Owner

)

) CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

)

)

)

) _____

) Ellen Anderson, MAYOR

)

) _____

) Stephen Keast, CLERK

Schedule "A"

Property Description

East part Lot 10, Concession 10, Part 1, 16R-8160,
588135 Sideroad 9, Town of The Blue Mountains, County of Grey

Schedule "B"

Statement of Reasons for Designation

Property Description: located on the east half Lot 10, Concession 10. The white farm dwelling is located in the centre of this farm property, parallel and relatively close to the 9th Sideroad, surrounded by lawn and agricultural buildings.

Statement of Cultural Heritage Value or Interest: the property is considered for designation under Part IV of the Ontario Heritage Act, chapter O.18, R.S.O. 1990, as amended, as representing a site of cultural heritage and interest within the Town.

David J. McNichol's contribution to the former Township of Collingwood was substantial and significant, first being elected to Township Council in 1949, then elected Reeve in 1952, the position in which he served continuously until his passing in 1994, save a two year term in 1972. David also served on Grey County Council and was elected an unprecedented three times as County Warden, in 1963, 1972 and 1986. David J. McNichol also served on many boards and commissions and was a founding Director of both the Georgian Triangle Tourist Association and the Georgian Trail Board of Management. Mr. McNichol is further credited with playing a major role in having the former Township of Collingwood receiving the first Four Season Recreation Designation in the Province of Ontario as well as securing grant funding from the Province of Ontario for the municipal servicing of the resort area of the Township which allowed the substantial development now present in the area.

David J. McNichol was born as the fifth of eight children in this residence on September 20, 1918 and he eventually assumed the family homestead from his parents John and Jean (Gilmour) McNichol. David then married his wife Hazel (Knox) and together they farmed the property through their lifetime, raising a family of five in the home.

Description of Key Heritage Attributes: The David J. McNichol Residence is a turn of the century, substantially original 1 ½ storey rural Ontario farmhouse located within a traditional farm structure cluster in a working farmstead environment. Key attributes of the residence that reflect its value as an important link to the history of the community include the fact the residence remains substantially as at the time of Mr. McNichol's birth and through his lifetime of municipal involvement. The property further represents an excellent example of the transition of agriculture in southern Ontario from subsistence farming with a minimal dwelling to an era of increased productivity with a residence that would equate with village or town properties of the time.

As earlier noted, the residence is located in the centre of this farm property, parallel and relatively close to the 9th Sideroad, surrounded by lawn and agricultural buildings and easily viewed from the road without need to access private property.

Prior to undertaking any alterations to the property that affect the heritage attributes, the owner shall obtain written consent from Council.

Legal Description: the property is described as east part Lot 10 & 11, Concession 10, Part 1, 16R-8160.