

**The Corporation of the Municipality of West Grey**

**By-law Number 11 - 2016**

**Being** a By-law to authorize the Mayor and CAO/Deputy Clerk to enter into a Site Plan Agreement between the Municipality of West Grey and South-East Grey Non-Profit Homes;

**Whereas** the Council of the Municipality of West Grey deems it necessary and in the public interest to enter into a Site Plan Agreement with South-East Grey Non-Profit Homes, being the owner of lands described as Plan 505, Lot 13, Queen W/S (436 Queen Street South), former Town of Durham, Municipality of West Grey, County of Grey;

**And whereas** the Council of the Municipality of West Grey passed By-law Number 79-2015, being a by-law to establish a Site Plan Control Area pursuant to Section 41 of the Planning Act, R.S.O. 1990, Chapter P.13, as amended, on the aforementioned subject property;

**Now Therefore the Council of the Municipality of West Grey enacts as follows:**

1. That the Mayor and CAO/Deputy Clerk are hereby authorized to sign a Site Plan Agreement with South-East Grey Non-Profit Homes, a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.
2. THAT this by-law shall come into force and take effect on the date of its final passing.

\*\*\*\*\*

Read a first and second time this 8<sup>th</sup> day of February, 2016.

Read a third time and finally passed this 8<sup>th</sup> day of February, 2016.

\_\_\_\_\_  
(Signed)  
Kevin Eccles, Mayor

\_\_\_\_\_  
(Signed)  
Larry C. Adams, CAO/Deputy Clerk

**Schedule "A" to By-law Number 11 - 2016**

**Municipality of**



**Site Plan Agreement**  
**(South-East Grey Non-Profit Homes)**

## **Site Plan Agreement**

**This Agreement** made this 8<sup>th</sup> day of February, 2016.

**Between**                    **South-East Grey Non-Profit Homes**

hereinafter called the OWNER of the FIRST PART

**And**                            **The Corporation of the Municipality of West Grey**

hereinafter called the MUNICIPALITY of the SECOND PART

**Whereas** the Owner is the registered owner of the lands described in Schedule A attached hereto (hereinafter referred to as the lands);

**And whereas** Section 41 of the Planning Act, R.S.O. 1990, as amended authorizes municipalities to designate areas of Site Plan Control and to subsequently enter into agreements with respect to the conditions of development or redevelopment of lands in areas of Site Plan Control;

**And whereas** by virtue of By-law Number 79-2015 of the Municipality of West Grey, the lands (described in Schedule A attached hereto) are subject to Site Plan Control and authorizes the Municipality to enter into this Agreement as a condition of development or redevelopment;

**Now Therefore, this agreement witnesseth that** in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other valuable consideration now paid by the Municipality to the Owner (the receipt of which is hereby acknowledged), the Owner hereby covenants and agrees with the Municipality as follows:

1.    **Recitals**

The Parties acknowledge that the recitals are accurate.

2.    **Definitions**

- a) The term "works" where it appears in this Agreement refers to any manner or thing required to be provided, constructed or maintained by the owner pursuant to this Agreement.
- b) Reference to "Site Plans", "Site Plan Agreement" or any derivative of these terms contemplates reference to Section 41 of the Planning Act, R.S.O. 1990, and amendments thereto and furthermore contemplates all those enumerated matters over which site development control relates.

3.    **Schedules**

All Schedules attached hereto, or if not attached hereto but referred to in this Agreement, form part of this Agreement and are binding on the Owner. The Schedules include:

a) Schedule "SP-1" – Site Plan – conducted and prepared by Better Measures Ltd., dated February 3, 2016, available for inspection at the Clerk's office during regular office hours.

**4. Site Plan Works and Requirements**

- a) The Owner agrees that no development on the subject property will occur other than that shown on Schedule "SP-1" to this Agreement.
- b) The Owner agrees to erect a fence of a height and length satisfactory to the neighbor, J. Burns. In addition, a hedge of mutually acceptable type and height will be installed to the satisfaction of the neighbor, J. Burns.

**5. Amendments**

The Owner agrees that no development, redevelopment or works shall be undertaken other than in conformity with this Agreement. Any change in operations or requirements, or any development, redevelopment or works not expressly provided for under this Agreement shall require amendment to this Agreement and/or a new Agreement between the Owner and the Municipality. The Municipality may, upon application by the Owner, summarily grant minor modifications to the requirements of this Agreement provided that they are made in writing by the Municipality. The determination of what constitutes a minor modification is in the exclusive discretion of the Municipality.

**6. Expenses**

Upon application to the Municipality for the preparation of this Agreement, the Owner shall deposit with the Municipality the sum of Two Thousand Dollars (\$2,000.00). The Owner agrees to pay the Municipality the cost of the Municipality's Planner, Lawyer and Engineer for all costs involved in the processing of the Development Agreement, for checking of Plans and specifications, and for supervision and inspection on behalf of the Municipality. As accounts are received from the Municipality's Planner, Lawyer and Engineer, they will be paid by the Municipality and then submitted to the Owner for reimbursement, so that the \$2,000.00 initial deposit will again be built up to enable the Municipality to pay the next accounts as they are received.

**7. Agreement to be Complied With**

It is understood and agreed that the issuance of a building permit by the Municipality, and any other works undertaken by the Owner, shall be contingent upon compliance with this Agreement in addition to all other relevant Municipal by-laws, and Provincial or Federal statutes and regulations. It is further understood and agreed that all development or works shall be restricted to those uses permitted under the Municipality's Zoning by-law.

**8. Accuracy of Plans and Other Matters**

All plans and diagrams attached to this Agreement as a Schedule or referred to in this Agreement, the Owner warrants are accurate as to all dimensions and other matters shown thereon. In the event that any material misrepresentation, whether accidental or otherwise is found to exist and which on reasonable grounds has prejudiced or



**In witness whereof** the corporate parties have executed this Agreement by affixing thereto their corporate seals, as attested by the hand of their proper signing officers duly authorized in that behalf.

**And in witness whereof** the natural parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND )  
DELIVERED )

THE CORPORATION OF THE MUNICIPALITY  
OF WEST GREY

In the presence of: )

Per: \_\_\_\_\_  
Kevin Eccles, Mayor

Per: \_\_\_\_\_  
Larry C. Adams, CAO/Deputy Clerk

SOUTH-EAST GREY NON-PROFIT HOMES

Per: \_\_\_\_\_  
Maurice Voisin, Executive Director  
Manager

## **Schedule "A"**

### **Site Plan Agreement**

#### **Description of Lands**

**Being** Plan 505, Lot 13 Queen W/S (436 Queen Street South), in the former Town of Durham, now Municipality of West Grey, in the County of Grey.

## **Schedule "SP-1"**

Site Plan – Proposed Site Plan prepared by Better Measures Ltd., dated February 3, 2016 (copy available for inspection at the Clerk's office during regular office hours)