

**Corporation of the Municipality of West Grey**

**By-law Number 6 - 2015**

**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 ABATE of Ontario – Association of Bikers for Awareness Training and Education;

**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 ABATE of Ontario – Association of Bikers for Awareness Training and Education, being the owner of lands described as 304518 South Line Road, Lot 45 Concession 3 S.D.R., in the Municipality of West Grey (Geographic Township of Glenelg); Property Identification Number 37281-0079 (LT).

**And whereas** the Council of the Municipality of West Grey passed By-law Number 90-2013, 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 hereby enacts as follows:**

1. That the Mayor and CAO/Deputy Clerk are hereby authorized to sign a Site Plan Agreement with ABATE of Ontario – Association of Bikers for Awareness Training and Education , 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 19<sup>th</sup> day of January, 2015.

Read a third time and finally passed this 19<sup>th</sup> day of January, 2015.

\_\_\_\_\_  
Kevin Eccles, Mayor

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

**Schedule "A" to By-law Number 6 - 2015**

**Municipality of**



**Site Plan Agreement**

**(ABATE of Ontario –**

**Association of Bikers for Awareness Training and Education)**

## **Site Plan Agreement**

**This Agreement** made this 19<sup>th</sup> day of January, 2015

### **Between**

**ABATE of Ontario – Association of Bikers for Awareness Training and Education**

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 90-2013 of the Municipality (Geographic Township of Glenelg), 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.

- c) The 'Event' where it appears in this Agreement refers to the annual ABATE of Ontario – Association of Bikers for Awareness Training and Education - Final Frontier Fundraising Event and for the purposes of this agreement and the zoning by-law may include entertainment and various fundraising activities; specifically the event will have motorcycle activities and games, but not "burn out" contests or other activities or games that result in the burning of motorcycle tires live music, and entertainment and vendors that sell food, beverages, leather goods, crafts and souvenirs.
- d) 'Camping' means weekend or overnight camping with accommodation being tents, tent trailers, park model trailers, recreational trailers, and/or a seasonal recreational travel trailers or a motor home as defined by the Municipality of West Grey Comprehensive Zoning By-law 37-2006.

### 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 "A-1" prepared by Cuesta Planning Consultants Inc., dated September 16, 2014, available for inspection at the Clerk's office during regular office hours.
- b) Schedule "A-2" prepared by Cuesta Planning Consultants Inc., dated September 11, 2014, available for inspection at the Clerk's office during regular office hours.

### 4. **Site Plan Works And Requirements**

The Owner agrees that no development on the subject property will occur other than that shown on Schedule "A-1" to this Agreement.

### 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**

The Owner agrees to pay to the Municipality, the reasonable costs of the Municipality's lawyer involved in processing the Site Plan.

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 compromised the Municipality's position, then the Owner shall be required, at its expense, to resolve all such matters. Failing that, the Municipality may, in its absolute discretion, rectify the situation at the Owner's expense. For the above reasons, the Owner acknowledges the importance of having reliable and accurate plans and that the Municipality is relying upon them and is entering into this Agreement on that basis.

9. **Special Provisions**

- a) The Municipality may require a Special Event permit from the Owner, prior to the Event occurring.
- b) Notwithstanding subsection a), the Owner agrees with the following:
  - i. The Event is to occur on the August Civic Holiday long weekend.
  - ii. Event activities will only be permitted between the hours of 9am and 11pm commencing on the Friday, and continuing on Saturday and Sunday of the August Civic Holiday long weekend.
  - iii. No more than 1,000 people shall be on the subject lands at any given time.
  - iv. Event noise created by any amplified equipment of any sort will not be audible at any offsite residence after 11pm. Any music or entertainment at the stage will conclude at 11pm. All offsite residences within 1000 metres of the subject lands are shown on Schedule "A-2" to this Agreement.

- v. The Municipality may require the Owner to conduct noise monitoring for some or all of the Events on the subject property; and, when the Municipality decides to require such monitoring to occur, the Municipality will notify the Owner at least two (2) months in advance of the Event and provide the terms of reference for such monitoring to the qualified individual(s) (i.e. noise expert(s)) hired by the Owner; and, the results of the monitoring shall be provided in written format to the Municipality within two (2) weeks after the Event.
- vi. The Owner, if requested by the Municipality, shall permit an individual, designated by the Municipality to enter upon the site for the purpose of measuring on-site Event sound levels. All costs for such sound monitoring shall be paid for by the Owner.
- vii. As noted on Schedule A-1, the Event stage shall be oriented in a north-west direction, away from the closest sensitive receptor on the subject lands to the east.
- viii. The Owner is permitted to make arrangements for the setup of the Event 48 hours prior to the Event commencing and all camping and related facilities shall be removed within 24 hours after the conclusion of the Event.
- ix. Sewage facilities will be temporary and will be installed 24 hours before the Event occurs. All portable sewage facilities and potable water supply shall be removed from the property within 24 hours of the Event's closure.
- x. Bins for garbage will be provided on-site and removed within 24 hours of the Event's closure.
- xi. The noise and visual buffering and mitigation measures to be provided and installed by the Owner are shown on Schedule A-1 and shall be permanent.
- xii. All camping sites and all tents, tent trailers, park model trailers, recreational trailers, and/or a seasonal recreational travel trailers and motor homes will be removed within 24 hours of the Event closing, save and except for one site containing one trailer which is permitted on a seasonal basis, for maintenance and security of the property.
- xiii. On the eastern boundary of the southernmost camping area, a 1.8 metre high berm will be constructed and will be planted with 1.5 metre coniferous trees, all to the satisfaction of the Municipality of West Grey.
- xiv. No buildings or structures on the property shall be occupied for sleeping or any other type of human habitation during any time of the year, including during the Event, except those identified in paragraph 9 b) xii. or a detached dwelling constructed in accordance with the applicable zoning requirements and the Ontario Building Code or for a chapel as permitted in 9 b) xv.

- xv. The 14 buildings existing on the property on August 1, 2014 shall be used for storage purposes only, and shall not to be occupied for sleeping or for any other type of human habitation, either on a permanent or temporary basis, excepting however that one of the buildings may be used as a chapel during the Event. No further storage facilities will be permitted on-site; however the Municipality may, in its absolute discretion, consider the removal of the existing storage sheds for the purposes of consolidation into a single storage building, subject to compliance with the provisions of Municipality of West Grey Comprehensive Zoning By-law and an amendment to this Site Plan Agreement.
- xvi. Any campfire on the subject lands shall be in accordance with the Municipality's By-law No. 73-2008 and any successor thereto.
- xvii. All licenses/permits required by law to operate any part of the event shall be obtained by the Owner.

**10. Notice**

Any notice required or permitted to be given pursuant to the provisions of this Agreement may be given personally or shall be mailed to each party at the address hereinafter set out. If mailed, by ordinary prepaid first class post, it shall be deemed to have been received on the fourth day after it is postmarked.

To the Owner at: ABATE of Ontario – Association of Bikers for Awareness Training and Education  
c/o Mr. Keith LeMay  
654 Bruce Road 17, RR 2  
Tara, ON  
N0H 2N0

To the Municipality at: Municipality of West Grey  
402813 Grey Rd 4  
RR #2  
Durham, ON  
N0G 1R0  
Attn: Larry C. Adams, CAO/Deputy Clerk

**11. Enforceability Of Agreement**

It is understood and agreed that the Owner shall not call into question, directly or indirectly, in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this Agreement may be pleaded as an estoppel against the Owner by the Municipality in any such proceeding.

**12. Registration**

The Owner hereby agrees that this Agreement may be registered on the title of the lands described in Schedule A attached hereto at the

expense of the Owner and shall be binding on the heirs and assigns of the Owner. The Owner agrees to pay the Municipality's reasonable legal costs incurred by it in connection with the registration of this Agreement. Any minor modifications or amendments to this Agreement authorized under paragraph five (5) shall also be binding upon the subject lands and any and all persons associated therewith. It shall be the responsibility of anyone seeking particularization of minor modifications or amendments to determine same from the Municipality.

13. **Gender**

This Agreement shall be read with all changes in gender or number required by the context.

14. **Enurement**

This Agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

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

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)

Per: \_\_\_\_\_

In the presence of: ) Kevin Eccles, Mayor

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)  
)

Per: \_\_\_\_\_

) Larry C. Adams, CAO/Deputy Clerk

)  
)  
)

) ABATE of Ontario – Association of Bikers for

) Awareness Training and Education

)  
)  
)

Per: \_\_\_\_\_

) Keith LeMay, President, I have authority to bind

) the company



**Schedule "A"**

**Site Plan Agreement**

**Description of Lands**

**Being:** LT 45 CON 3 SDR GLENELG; WEST GREY  
PIN 37281-0079 (LT)

## **Schedule "A-1"**

Schedule "A-1" prepared by Cuesta Planning Consultants Inc., dated September 16<sup>th</sup>, 2014 (copy available for inspection at the Clerk's office during regular office hours)

## **Schedule "A-2"**

Schedule "A-2" prepared by Cuesta Planning Consultants Inc., dated September 11, 2014 (copy available for inspection at the Clerk's office during regular office hours)