

Notice of the Passing of a Zoning By-law
By the Corporation of the Municipality of West Grey

Take notice that the Council of the Corporation of the Municipality of West Grey passed By-law Number 82 - 2017 on the 21st day of August, 2017, under Section 34 of the Planning Act R.S.O. 1990, as amended.

And take notice that the Zoning By-law may be appealed to the Ontario Municipal Board by filing with the Clerk of the Corporation of the Municipality of West Grey not later than the 13th day of September, 2017, a notice of appeal setting out the objection to the By-law and the reasons in support of the objection, accompanied by the fee prescribed under the Ontario Municipal Board Act.

Only individuals, corporations and public bodies may appeal a Zoning By-law to the Ontario Municipal Board. A notice of appeal may not be filed by an unincorporated association or group. However a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf.

An explanation of the purpose and effect of the By-law, describing the lands to which the By-law applies, and a Key Map showing the location of the lands to which the By-law applies are attached.

Dated at the Municipality of West Grey

This 24th day of August, 2017.

Mark Turner, Clerk
Municipality of West Grey
402813 Grey Road 4
R.R. 2, Durham
Ontario, NOG 1R0
Ph: (519) 369-2200
Fax: (519) 369-5962

Explanatory Note

The purpose and effect of the Zoning By-law Amendment is to change the zoning of lands described as Part Lot 75, Concession B, former Township of Normanby, Municipality of West Grey from the "A2" (Rural) Zone to the "A2-365" (Rural Exception) Zone to allow for a metal fabrication workshop, including painting, on the subject property. The operation would be restricted in size to 557.4 square metres of floor area and 692.6 square metres of outdoor storage / display area.

The Council of the Municipality of West Grey has adopted this By-law and is now circulating it in accordance with Provincial Regulations. Please be advised that all written and oral submissions received regarding this application were considered, the effect of which helped make an informed recommendation and decision.

The subject lands are also the subject of Amendment No. 138 to the County of Grey Official Plan.

The Corporation of the Municipality of West Grey

By-law Number 82 - 2017

Being a By-law to amend Zoning By-law No. 37-2006, for the Municipality of West Grey

Whereas the Council of the Corporation of the Municipality of West Grey deems it in the public interest to pass a By-law to amend By-law No. 37-2006;

And whereas, pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990, as amended, By-laws may be amended by Councils of Municipalities;

Now therefore the Council of the Corporation of the Municipality of West Grey enacts as follows:

1. Schedule "43" to By-law No. 37-2006, is hereby amended by changing the zone symbol of Part Lot 75, Concession B, former Township of Normanby, Municipality of West Grey from the "A2" (Rural) Zone to the "R2-365" (Rural Exception) Zone, as shown on Schedule "43F" attached to and forming part of this by-law.
2. By-law No. 37-2006, as amended, is hereby further amended by adding the following

A2-365 (See Schedule 43F)

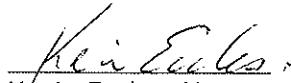
Notwithstanding Section 9.1 of By-law No. 37-2006 to the contrary, the lands zoned 'A2-365' shall be used in accordance with the 'A2' zone provisions excepting however that a metal fabrication workshop, including painting, shall be permitted in accordance with the following:

Maximum Floor Area of workshop: 557.4 square metres
Maximum Outdoor Storage and Display Area: 442.6 square metres

3. That this By-law Amendment shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34(30) and (31) of the Planning Act, R.S.O., 1990, as amended, and upon Amendment No. 138 to the County of Grey Official Plan coming into effect.

Read a first and second time this 21st day of August, 2017.

Read a third time and finally passed this 21st day of August, 2017.


Kevin Eccles, Mayor


Mark Turner, Clerk



ZONING SCHEDULE 43F

By-Law Number 82-2017
 Date Passed August 21, 2017
 Mayor Kevin Eulko
 Clerk CAO

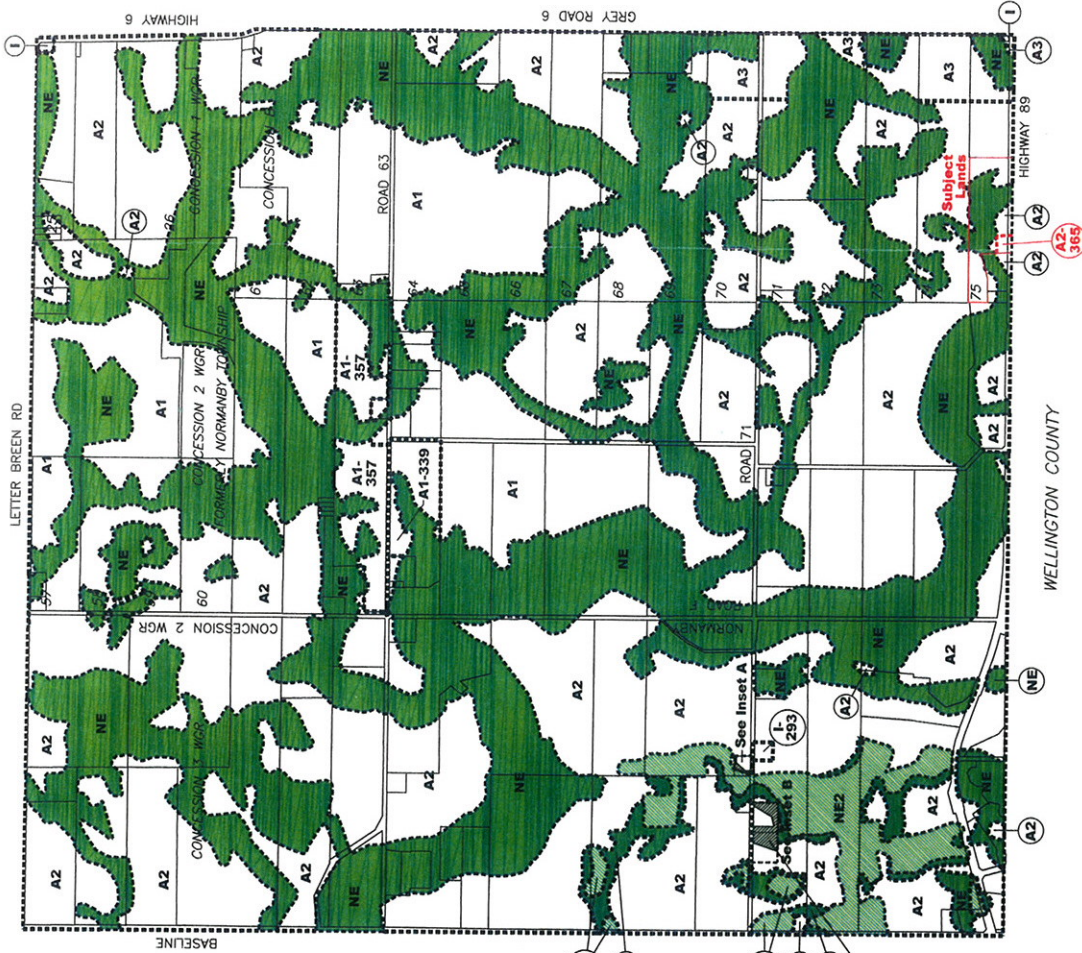
ZONES

- A1 Agricultural
- A2 Rural
- A3 Restricted Rural
- R1A Unserviced Residential
- R1B Residential
- R2 Residential
- R3 Estate Residential
- ER Mobile Home Park
- MH General Commercial
- C1 Highway Commercial
- C2 Neighbourhood Commercial
- C3 Space Extensive Commercial
- C4 Hamlet Commercial
- C5 Rural Commercial
- C6 Mixed Use
- MU1 Industrial
- M1 Restricted Industrial
- M2 Rural Industrial
- M3 Extractive Industrial
- M4 Institutional
- I Open Space
- OS Future Development
- FD Natural Environment
- NE Natural Environment 2
- NE2 Flood Way
- FL Flood Fringe Overlay
- FL Regional Storm Floodline
- Regulation Limit
- Zone Exception

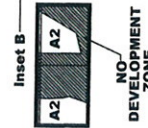
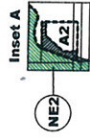


SEE SCHEDULE 44

SEE SCHEDULE 42



WELLINGTON COUNTY



The Corporation of the Municipality of West Grey
By-law Number 81 - 2017

Being a By-law to authorize the Mayor and Clerk to enter into a Site Plan Control Agreement between the Municipality of West Grey and Marvin Martin

Whereas the Council of the Municipality of West Grey deems it necessary and in the public interest to enter into a Site Plan Control Agreement with Marvin Martin, being the owner of lands described as PT LT 75 CON B NORMANBY PT 1 17R531; WEST GREY.

And whereas the Council of the Municipality of West Grey passed By-law Number 76-2017, 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;

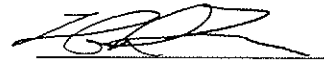
Now Therefore the Council of the Municipality of West Grey enacts as follows:

1. That the Mayor and Clerk of the Municipality of West Grey are hereby authorized to sign a Site Plan Agreement with Marvin Martin, 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 21st day of August, 2017.

Read a third time and finally passed this 21st day of August, 2017.


Kevin Eccles, Mayor


Mark Turner, Clerk



Schedule "A" to By-law Number 81 - 2017

Municipality of



Site Plan Agreement
Marvin Martin

The Corporation of the Municipality of West Grey
By-law Number 81 - 2017

Being a By-law to authorize the Mayor and Clerk to enter into a Site Plan Control Agreement between the Municipality of West Grey and Marvin Martin

Whereas the Council of the Municipality of West Grey deems it necessary and in the public interest to enter into a Site Plan Control Agreement with Marvin Martin, being the owner of lands described as PT LT 75 CON B NORMANBY PT 1 17R531; WEST GREY.


And whereas the Council of the Municipality of West Grey passed By-law Number 76-2017, 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 Clerk of the Municipality of West Grey are hereby authorized to sign a Site Plan Agreement with Marvin Martin, 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 21st day of August, 2017.

Read a third time and finally passed this 21st day of August, 2017.


Kevin Eccles, Mayor


Mark Turner, Clerk



Schedule "A" to By-law Number 81 - 2017

Municipality of



Site Plan Agreement
Marvin Martin

Site Plan Agreement

This Agreement made this 21st day of August, 2017.

Between **Marvin Martin**

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 76-2017 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 of West Grey 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 A: Legal Description of the lands; and
- b) Schedule B: Site Plan conducted and prepared by Cobide Engineering Inc., dated October 2016, (REVISION 6 – August 4, 2017) 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 lands will occur other than that shown on the Site Plan referred to in 3 b) above, and agrees to complete the works on the lands in strict accordance with the Site Plan;

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 compromised the Municipality's position in any way, then the Owner shall be required, at its expense, to resolve all such matters. Failing this, the Municipality may 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. 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: Marvin Martin
 3080 Empey Road
 RR #1
 St. Clements, ON
 N0B 2M0

To the Municipality at: Clerk
 Municipality of West Grey
 402813 Grey Rd 4
 RR #2
 Durham ON., N0G 1R0

10. 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.

11. Registration

The Owner hereby agrees that this Agreement shall 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 to this Agreement authorized under paragraph five (5) shall also be binding upon the lands and any and all persons associated therewith. It shall be the responsibility of anyone seeking particularization of minor modifications to determine same from the Municipality.

12. Gender

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

13. Enurement

This Agreement shall enure to the benefit of the parties hereto and their heirs, estate trustees, successors and 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)
DELIVERED)

In the presence of:)

**THE CORPORATION OF THE MUNICIPALITY
OF WEST GREY**

Per: Kevin Eccles.
Kevin Eccles, Mayor

Per: [Signature]
Mark Turner, Clerk

MARVIN MARTIN

Per: Marvin Martin
Marvin Martin

Schedule "A"

Site Plan Agreement

Description of Lands

**Being: PT LT 75 CON B NORMANBY PT 1 17R531; WEST GREY
PIN 37298 - 0199 (LT)**

Schedule "B"

Site Plan – prepared by Cobide Engineering Inc., dated October 2016,
REVISION 6 – August 4, 2017, available for inspection.

(A copy of which is available for inspection at the Clerk's office during
regular office hours)