

The Corporation of the Municipality of West Grey

By-law Number 75 - 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 Gemini Incorporated;

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 Gemini Incorporated., being the current owner of lands in the Neustadt Industrial Park, as well as future owner of lands being transferred to Gemini per Bylaw 50-2015, Municipality of West Grey, County of Grey;

And whereas the Council of the Municipality of West Grey passed By-law Number 74-2015, 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 Gemini Incorporated, 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 2nd day of November, 2015.

Read a third time and finally passed this 2nd day of November, 2015.

Kevin Eccles, Mayor

Larry C. Adams, CAO/Deputy Clerk

Schedule "A" to By-law Number 75 - 2015

Municipality of



Site Plan Agreement
(Gemini Incorporated)

Site Plan Agreement

This Agreement made this 2nd day of November, 2015

Between **Gemini Incorporated**

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 74-2015 of the Municipality, 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, and Schedule "SP-2 – Site Servicing and Grading Plan" – conducted and prepared by WSP Canada Inc., revision date - October 22, 2015, available for inspection at the Clerk's office during regular office hours.
- b) Schedule "A – Description of Lands.

4. **Site Plan Works and Requirements**

The Owner agrees that no development on the subject property will occur other than that shown on Schedules "SP-1" and "SP-2" to this Agreement. The Owner further agrees that all development on the subject property shall be completed in accordance with any required permits issued by the Municipality or other government entity and with the Ontario Building Code, where applicable.

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 Site Plan 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, then the Owner shall be required, at its expense, to resolve all 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 Owners at: Gemini Incorporated
373 John St.
Neustadt, ON, N0G 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 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)

The Corporation of the Municipality
Of West Grey

In the presence of:)

Per: _____
Kevin Eccles, Mayor

Per: _____
Larry C. Adams, CAO/Deputy Clerk

Gemini Incorporated

Per: _____
Kerri Eady, General Manager

Schedule "A"

Site Plan Agreement

Description of Lands

Being A) PIN 37303-0154 PT LT 1 CON 14 NORMANBY PT 1-2 16R6663;
S/T NO17268 WEST GREY;

Schedule "SP-1"

Site Plan – prepared by WSP Canada Inc., revision date - October 22, 2015
(copy available for inspection at the Clerk's office during regular office hours)

Schedule "SP-2"

Site Servicing and Grading Plan – prepared by WSP Canada Inc., revision date – October 22, 2015 (copy available for inspection at the Clerk's office during regular office hours)