

CORPORATION OF THE MUNICIPALITY OF WEST GREY

BY-LAW NUMBER 79 – 2011

BEING a By-law to authorize the Mayor and CAO to enter into a site plan agreement between the Municipality of West Grey and Power Line Marine Inc.;

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 Power Line Marine Inc., being an owner of lands described as Plan 55, Part Lot 1, RP16R5433, Part 1, in the Municipality of West Grey (former Township of Bentinck), County of Grey;

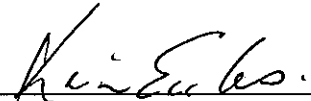
AND WHEREAS the Council of the Municipality of West Grey passed By-law No. 35 - 2005, being a by-law to establish a Site Plan Control Area pursuant to Section 41 of The Planning Act, R.S.O. 1990, Chapter P.13, as amended, on the aforementioned subject property;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOWS:

1. **THAT** the Mayor and CAO are hereby authorized to sign a site plan agreement between the Municipality of West Grey and Power Line Marine Inc., 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 5th day of December, 2011.

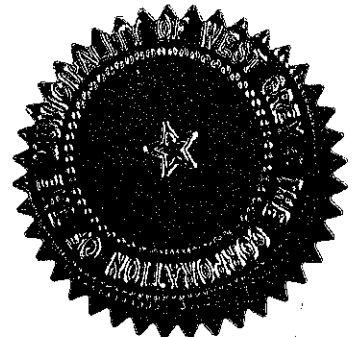
Read a third time and finally passed this 5th day of December, 2011.



Kevin Eccles, Mayor



Christine Robinson, CAO



SCHEDULE "A" TO BY-LAW NUMBER 79 - 2011

MUNICIPALITY OF

***West
Grey***

**POWER LINE MARINE INC.
SITE PLAN AGREEMENT**

SITE PLAN AGREEMENT

THIS AGREEMENT made this 5th day of December, 2011.

BETWEEN: **POWER LINE MARINE INC.**

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 Sections 41(2) and 41(7)(c) of the Planning Act, R.S.O. 1990, as amended, authorize 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 No. 35-2005 of the Municipality, the lands (described in Schedule "A" attached hereto) are subject to Site Plan Control and the Municipality is authorized 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 follow:

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 the terms "Site Plan" and "Site Plan Agreement" or any derivative of these terms contemplates these terms in reference to plans and agreements mentioned in Section 41 of the Planning Act, R.S.O. 1990, and amendments thereto, and furthermore contemplates all those enumerated matters to 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" - Description of Lands; and

(b) Schedule "B" - Site Plan – dated November 28, 2011.

4. **SITE PLAN WORKS AND REQUIREMENTS**

4.1 The Owner covenants and agrees that it shall:

- a) construct the works including all improvements, and other items as shown on Schedule "B" attached hereto.
- b) advise the municipality in writing, of the date of commencement of construction;
- c) complete the works in a good and workmanlike manner and in accordance with Schedule "B" attached hereto, the Building Code, and all applicable laws and requirements;
- d) to obtain all necessary approvals from the Municipality.

4.2 The Municipality covenants and agrees that:

- a) subject to compliance by the Owner with all the relevant Municipal By-laws, this Agreement and Provincial Statutes and Regulations, the Owner may proceed to develop the lands in accordance with Schedule "B".

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. **MAINTENANCE OF WORKS**

All works, once constructed or provided in accordance with the requirements of this Agreement shall be properly maintained and repaired as required to the satisfaction of the Municipality at the Owner's or its successors-in-title's sole expense.

7. **DEFAULT**

- a) All works and other matters to be constructed, provided and maintained by the Owner pursuant to the Agreement, shall be continuously provided and maintained by the Owner at its sole risk and expense and to the satisfaction of the Municipality. If, in the opinion of the Municipality, based upon reasonable grounds, the Owner has defaulted in the construction, provision or maintenance of any of the works or of any other matter required under this Agreement, the Owner shall rectify such default to the satisfaction of the Municipality after notification thereof. Any matter deemed by the Municipality to be an emergency shall be rectified forthwith. Any other matters shall be rectified within thirty (30) days of receipt of notice unless a greater time period is provided by the Municipality.
- b) If in the reasonable opinion of the Municipality, the Owner has not rectified all such matters and things as are in default after the stipulated time period for rectification, the Municipality may at the expense of the Owner, through its agents, employees and/or servants enter upon the lands and do all such matters and things required to rectify the default. Actual cost incurred by the Municipality in carrying out such remedial work plus twenty-five (25%) per cent of such cost as a charge for overhead (and to be construed as a liquidated amount, not as a penalty) shall be paid by the Owner to the Municipality within thirty (30) days of the mailing of or presentation of an invoice to the Owner.

- c) Whenever the Municipality is authorized or permitted to enter onto the lands for purposes of inspecting or completing works or facilities, maintaining same or otherwise, the Municipality, its agents, servants or employees shall not be considered to be trespassers, nor liable in any way for acts or omissions unless occasioned by gross negligence. It shall be the Municipality's sole discretion, acting reasonable, to determine when it should intervene with respect to the lands and it is hereby understood and agreed that any failure to intervene or delay in so doing shall not be grounds to condone or excuse the Owner from any default, the Municipality's remedies being cumulative.

8. LIGHTING

No flood lights or other lighting shall be permitted unless they are so constructed, located and directed so as not to cause annoyance from direct or indirect glare to persons on any road or on other adjoining properties.

9. SIGNS

No signs shall be erected on the said lands unless they are so located and have lighting content, colour and design only of a nature as will prevent the creation of any hazard, obstruction or confusion to any driver of a motor vehicle or to any pedestrian.

10. PARKING

The Owner shall provide a parking area as shown on the Site Plan attached as Schedule "B".

11. GARBAGE DISPOSAL AND ORDERLY APPEARANCE OF PROPERTY

The Owner hereby agrees that environmentally acceptable garbage disposal shall be arranged by the Owner for all refuse or waste materials. The Owner further agrees to maintain the exterior of all buildings and structures in a neat and orderly appearance and to remove all papers, debris, refuse and discarded material of any sort, on a continuous basis, all to the satisfaction of the Municipality.

12. RIGHT TO INSPECTION

The Owner agrees that duly authorized inspectors, servants, and agents of the Municipality shall have the right to enter upon said lands of the Owner at all reasonable times to make such inspections as the Municipality shall deem necessary. No entry or inspection shall be deemed to be an acceptance of any of the works by the Municipality, nor an assumption by the Municipality of any liability in connection therewith, nor a release to the Owner from any obligation under this Agreement.

13. 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.

14. ACCURACY OF PLANS AND OTHER MATTERS

The Owner warrants that all plans and diagrams attached to this Agreement as Schedules or otherwise referred to in this Agreement are accurate as to all dimensions and other matters shown thereon. The Municipality reserves the right to request plans and other matters to be done by a professional engineering or architectural firm approved by the Municipality. 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.

15. **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: Power Line Marine Inc.
Attn: Peter Jackson, President
RR 2, 213 Dove Road
Walkerton ON N0G 2V0

To Municipality: Municipality of West Grey
Attn: Christine Robinson, C.A.O.
402813 Grey Road #4
R.R. #2, Durham ON N0G 1R0

16. **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.

17. **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 successors and assigns of the Owner. The Owner agrees to hire a solicitor to register this Agreement and to directly pay the solicitor for 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.

18. **GENDER**

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

19. **ENUREMENT**

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

IN WITNESS WHEREOF the corporate parties have executed this Agreement as attested by
the hands of their proper signing officers duly authorized in that behalf.

SIGNED, SEALED AND
DELIVERED

in the presence of:

) THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

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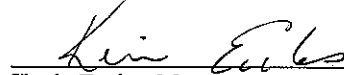
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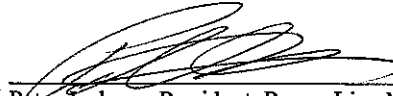
Per:


Kevin Eccles, Mayor

Per:


Christine Robinson, C.A.O.

) OWNER


Peter Jackson, President, Power Line Marine Inc.

SCHEDULE "A"

Description of Lands

BEING Plan 55, Part Lot 1, RP16R5433, Part 1, in the Municipality of West Grey (former Township of Bentinck), County of Grey

SCHEDULE "B"

**SITE PLAN ATTACHED HERETO DATED NOVEMBER 28, 2011,
BY JIM LUMBY DRAFTING & DESIGNS**