

The Corporation of the Township of Southgate

By-law Number 2021-082

**being a by-law to authorize an agreement between Lawrence Martin
and The Corporation of the Township of Southgate**

Whereas the Municipal Act, 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

Whereas Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into an agreement with Lawrence Martin,

Now therefore be it resolved that the Council of the Corporation of the Township of Southgate enacts as follows:

1. **That** the agreement between Lawrence Martin and The Corporation of the Township of Southgate, attached hereto at Schedule A is hereby ratified and confirmed; and
2. **That** the Mayor and the Clerk are authorized to sign the agreement on behalf of the Township of Southgate; and
3. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

Read a first, second and third time and finally passed this 2nd day of June, 2021.

John Woodbury – Mayor

Lindsey Green – Clerk

DEVELOPMENT AGREEMENT

THIS AGREEMENT made as of the day of June, 2021.

B E T W E E N:

LAWRENCE MARTIN
of the Township of Southgate, in the County of Grey
hereinafter called “Martin”

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF
SOUTHGATE
hereinafter called “Southgate”

OF THE SECOND PART

WHEREAS:

- (a) Martin is the owner of Property Identifier Number (PIN) 37286-0168 being Part of Lot 16 in the 4th Concession of the Geographic Township of Egremont in the Township of Southgate and County of Grey;
- (b) Southgate has a Committee of Adjustment made pursuant to the Planning Act with authority under Sections 53 and 54 to grant consents for lot severances applied for under Section 50 (“the Committee”);
- (c) Pursuant to File B6-20 Martin has received conditional consent from the Committee to sever the following lands from PIN 37286-0168 subject to the registration thereon of a Development Agreement between Martin and Southgate to address noise mitigation and control as provided for herein:

Part of Lot 16 in the 4th Concession of Egremont shown as Part 1 on a Plan of Survey deposited on title through Ontario Land Registry Office #16 on the 31st day of March, 2021 as Plan 16R11530 and being a rectangle having a frontage of 183 meters on the original road allowance between Lots 15 and 16 (Southgate Sideroad 55) and a depth of 110.800 meters. (“the severance lot”)

- (d) Martin obtained an Acoustic Assessment Report dated February 20, 2019 done by 2019 Pinchin Ltd. (Pinchin File 219002) for submission to Southgate (“the Pinchin Report”) in support of Southgate Official Plan and Zoning By-law Amendments for the severance lot passed to fulfil one of the File B6-20 Conditional Consent provisions;
- (e) The Official Plan Amendment and the Zoning By-law Amendment were required for the continued operation of Martin’s existing commercial grain facility on the severance lot as a legal and severed parcel of land;
- (f) The Pinchin Report containing noise control measures remains on file at the Southgate municipal office.

IN CONSIDERATION OF the terms, covenants and provisions set forth in this Agreement and other good and valuable consideration and in satisfaction of the said condition imposed by the Committee Martin covenants and agrees with Southgate as follows:

1. During the continued operation of the grain drying facility on the severance lot Martin shall implement noise mitigation and control measures to limit and maintain noise and sound impact levels in compliance with the Pinchin Report, including without limitation grain

dryer, grain conveyor, aeration fan and elevator head noise and sound impact. The Pinchin report includes a title page, pages (i) to (iv), pages 1 to 7, a five page appendix A Tables, a five page appendix B Figures and Drawings, a two page appendix C Zoning Information, a five page appendix D Measurement Weather Conditions, a one Page Appendix E Measurement and Equipment Information, a one Page appendix F Summary of Insignificant Sources, a two page appendix G Background Noise Monitoring Results & Adjusted Sound Level Limits, and a 19 page appendix H Cadna A Sample Output.

2. During the continued operation of the grain drying facility:
 - (i) Martin shall comply with the provisions of the Southgate Official Plan Amendment No. 28 permitting the severance lot and limiting the operation to two hectares; and
 - (ii) Martin shall comply with the regulations in Southgate By-law 2020-132 amending Zoning By-law 19-2002 and designating the severance lot as Agricultural Exception A1-306 passed as a condition to the creation of and applying to the severance lot.
3. The failure of Southgate at any time to require performance by Martin of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by Southgate of the performance of any obligation under this Agreement be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any time.
4. Martin shall register this Agreement on the title to the severance lot at his expense within 45 days after the date that it has been signed by both Martin and Southgate and forthwith provide Southgate with a copy of the Agreement as registered.
5. The terms and the agreements contained herein shall run with the title to the severance lot and be binding upon Martin, his heirs, estate trustees, successors and assigns and shall enure to the benefit of Southgate and its successors and assigns.

This Agreement is executed by Martin this day of , 2021.

Witness

Lawrence Martin

This Agreement is executed by Southgate this day of , 2021.

THE CORPORATION OF THE TOWNSHIP OF
SOUTHGATE
Per: