

The Corporation of the Township of Southgate

By-law Number 2021-134

**being a by-law to authorize an agreement between
Robert Harris 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 Robert Harris,

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

1. **That** the agreement between Robert Harris 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 1st day of
September, 2021.**

John Woodbury – Mayor

Lindsey Green – Clerk

AGREEMENT

THIS AGREEMENT made in duplicate this 9 day of Aug, 2021,

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

(hereinafter called the "Township")

OF THE FIRST PART

- a n d -

ROBERT HARRIS

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS Section 8 of the Municipal Act, 2001, C. 25, as amended, provides that Section 8 shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS, in order to provide certain public benefits to the Township, the Owner has agreed to restrict the use of a certain parcel or tract of land, hereinafter referred to as the "subject lands", known municipally as 100 Harris Crescent and legally described in Schedule A to this Agreement;

AND WHEREAS the Township has agreed to lift a .3m reserve in respect of the subject lands and convey these lands to the Owner upon the Owner entering into this Agreement;

AND WHEREAS the Owner has agreed to assume all legal and surveying costs associated with the transfer and conveyance of the .3m reserve;

NOW THEREFORE, in consideration of mutual covenants and agreements as set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency whereof, the parties irrevocably acknowledge), the parties covenant and agree as follows:

1. The Owner agrees and understands:

- a) to apply for and receive a building permit for the subject lands and to allow only those uses permitted in the Township of Southgate R5 residential zone which, are included in Schedule B of this agreement, to occur in any structures permitted

- by the said building permit; and
 - b) That parking or storage, of any Commercial Vehicle or Industrial Equipment shall be prohibited within all buildings or on the property; and
 - c) That a home industry is not permitted within an R5 residential zone; and
 - d) Failure to comply with this agreement shall result in legal actions being taken by the Township of Southgate to gain compliance with the R5 zoning and this agreement's terms and conditions; and
 - e) That the Owner be responsible for the Township of Southgate's enforcement and legal costs to gain compliance with the R5 zoning and this Agreements terms and conditions; and
 - f) Failure to comply with the terms and conditions of this agreement will result in the entrance permit being automatically revoked by Township of Southgate and the access shall be removed at the Owner's expense within 90 days.
2. The Township agrees:
- a) to remove the .3m reserve referred to as Block 13 on Registered Plan 16M-35 upon execution and registration on title of this Agreement on Lot 7 of Registered Plan 16M-35.
 - b) to grant, subject to Township specifications, a roadway entrance permit from Township Road 41 to Lot 7, Registered Plan 16M-35.
3. For the purposes of this agreement a commercial vehicle is defined as follows;
- a) A motor vehicle commonly referred to as a tow truck
 - b) A motor vehicle commonly referred to as a bus
 - c) A motor vehicle that the license capacity of such commercial vehicle does not exceed 2500 kilograms (5,511.6 pounds)
4. The parties hereto agree that the terms of this Agreement shall be satisfied no later than August 11, 2021.

THIS AGREEMENT shall be read with all changes in gender or number required by the context.

THIS AGREEMENT shall be binding upon and enure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Parties have hereunto affixed their respective seals under the hands of their proper officers duly authorized in that behalf.

BY THE OWNER
ON THE 9 DAY OF Aug, 2021.


Robert Harris


Witness:

Robert Harris
Name (please print)

BY THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

ON THE ____ DAY OF _____, 2021.

John Woodbury, Mayor

Lindsey Green, Clerk

(We have authority to bind the Corporation)

SCHEDULE A

This is SCHEDULE A to the AGREEMENT between the CORPORATION OF THE TOWNSHIP OF SOUTHGATE and ROBERT HARRIS

DESCRIPTION OF LANDS

Part of Lot A, Concession 7 (Geographic Township of Egremont), Township of Southgate;
Lot 7 of Registered Plan 16M-35 and Block 13 of Registered Plan 16M-35.

SCHEDULE B

This is SCHEDULE B to the AGREEMENT between the CORPORATION OF THE TOWNSHIP OF SOUTHGATE and ROBERT HARRIS

Township of Southgate R5 Residential Zoning Provisions

Section 12: Residential Type 5 Zone (R5)

12.1 Permitted Uses

- (a) One single detached dwelling on a lot
- (b) A Home Occupation
- (c) A Bed and Breakfast
- (d) Uses, buildings and structures accessory to the use permitted in Clause (a)

12.2 Regulations for Uses Permitted in Clause (a) of Subsection 12.1

- (a) Minimum Lot Area 2,000 square metres (21,528 feet)
- (b) Minimum Lot Frontage 30 metres (98.4 feet)
- (c) Maximum Lot Coverage 35 per cent
- (d) Minimum Front Yard 7.5 metres (24.6 feet)
- (e) Minimum Side Yard 2.0 metres, except that a minimum side yard abutting an improved public street shall be 6 metres.
- (f) Minimum Rear Yard 7.5 metres
- (g) Minimum Gross Floor Area:
 - (i) 1 storey 90 square metres, except that no full basement or cellar is provided, minimum floor area shall be 105 square metres
 - (ii) 1 ½ storey or split 105 square metres level
 - (iii) 2 or 2 ½ storeys 130 square metres

- (h) Maximum Height 2 ½ storeys

12.3 Regulations for a Home Occupation Permitted in Clause (b) of Subsection 12.1

In addition to any other provisions of this By-law, the provisions of Subsection 3.104 shall apply to home occupations permitted in Clause (b) of Subsection 12.1 hereof.

The by-law defines a home occupation as follows:

"Home Occupation" means an occupation conducted entirely within a dwelling on the same lot only by the occupant(s) of the dwelling, subject to the following conditions:

- (a) such home occupation is clearly secondary to and compatible with the principal use of the dwelling for residential purposes;
- (b) no external alteration of the dwelling shall be permitted such as the inclusion of any specialized structure, ramps or oversize entrances which will change the character of the dwelling unit as a private residence;
- (c) there shall be no external display of goods, materials, wares or merchandise, or exterior advertising other than one non-luminous sign no larger than one (1) square metre to indicate to persons outside that the dwelling or lot is being used for other than residential purposes;
- (d) such home occupation shall not create a nuisance or hazard to neighbours by reason of noise emission, vibration, smoke, dust, fumes, odour, heat, humidity, glare, debris, refuse, fire, lighting, interference with radio or television reception or hours of operation;
- (e) such home occupation shall not result in volumes of vehicular traffic or on-street parking which causes the disruption or normal activities of adjacent residential properties;
- (f) there shall be no use of municipal services such as roads, sanitary and storm sewers, water supply and utilities, such as hydro, gas or the generation of waste and refuse beyond that normal to the use of property for residential purposes;
- (g) no outdoor storage of materials or goods in support of such home occupation shall be permitted;

- (h) not more than 25% of the gross floor area of the dwelling shall be used for the purposes of the home occupation;
- (i) an animal kennel shall not be deemed to be a home occupation;
- (j) such home occupation shall meet all of the requirements of this by-law, including the parking provisions;
- (k) no person, other than an occupant is engaged in canvassing, delivering or as a go-between in distributing merchandise to customers; and
- (l) there are no goods, wares or merchandise offered or exposed for sale or rent on the premises.

12.4 Regulations for a Bed and Breakfast Permitted in Clause (c) of Subsection 12.1

In addition to any other provisions of this By-law, the provisions of Subsection 3.16 shall apply to a bed and breakfast permitted in Clause (c) of Subsection 12.1 hereof.

12.5 Regulations for Accessory Uses Permitted in Clause (d) of Subsection 12.1

The provisions of Subsection 5.1 hereto shall apply to accessory uses permitted in Clause (d) of Subsection 12.1 hereof.

12.6 Special Regulations for Livestock on Residential Lots

See Section 5.22.

