

The Corporation of the Township of Southgate
By-law Number 2022-150

Being a by-law to authorize the execution of a Site Plan Control Agreement

Whereas Section 41 of the Planning Act, RSO 1990, Chapter P.13 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 all of the lands within the Township are designated as a Site Plan Control Area pursuant to the provisions of Section 41 of the Planning Act and By-law 2021-111; and

Whereas the Council of the Township of Southgate deems it expedient to enter into a Site Plan Agreement with the owner,

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

1. **That** a Site Plan Agreement between South East Grey Community Health Centre and the Township of Southgate for the development of the lands described as Con 2 WTSR, Pt Lots 229 and 230, RP16R9712 Pt 2 (3.96 acres) and Con 2 WTSR Pt Lots 229 and 230 Plan 480 Pt Station Grounds RP16R9721 Pt 1 (2.2 acres), Township of Southgate is authorized. Such agreement being attached hereto as Schedule "A" and which forms a part of this by-law;
2. **That** the Mayor and Clerk are authorized to sign the Site Plan Agreement on behalf of the Council of the Corporation of the Township of Southgate in substantially the form as that set out in Schedule A;
3. **That** the Clerk is authorized and directed to cause notice of the Site Plan Agreement to be registered on the title to the said lands forthwith after it has been signed by all parties; and
4. **That** this By-law shall come into full force and effect upon the final passing hereof.

Read a first and second time this 5th day of October, 2022.

Read a third time and finally passed this 5th day of October, 2022.

Mayor – John Woodbury

Clerk- Lindsey Green

THE CORPORATION OF
THE TOWNSHIP OF SOUTHGATE

SITE PLAN AGREEMENT

THIS AGREEMENT made in triplicate this 5th day of October, 2022

Between: South East Grey Community Health Centre

(hereinafter called the "LEASEE" OF THE FIRST PART)

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

(hereinafter called the "TOWNSHIP" OF THE SECOND PART)

WHEREAS the LEASEE represents that they wish to develop the lands and premises in the Township of Southgate in the County of Grey, being more particularly described in s Schedule "A"

AND WHEREAS the LEASEE has applied to the TOWNSHIP to permit development on the TOWNSHIP'S lands;

AND WHEREAS the Encumbrancer(s) (if any) hold registered security interests in the lands and all Encumbrancers of the lands are included as parties to this Agreement

AND WHEREAS the LEASEE has agreed with the TOWNSHIP to furnish and perform the works, material, matters and things required to be done, furnished and performed in the manner hereinafter described in connection with the proposed use of the subject lands;

AND WHEREAS the said lands have been designated by the Council of the TOWNSHIP as being within a site plan control area as provided by Section 41 of the Planning Act, R.S.O. 1990, as amended;

NOW THEREFORE witnesseth that in consideration of other good and valuable consideration and the sum of one -----(\$1.00)-----DOLLAR of lawful money of Canada now paid by the TOWNSHIP to the OWNER, the receipt whereof is hereby acknowledged, the LEASEE and the TOWNSHIP covenant, declare and agree as follows:

SECTION 1 - LANDS TO BE BOUND

1. The lands to be bound by the terms and conditions of this Agreement (sometimes referred to as "the subject lands"), are located in the geographic Village of Dundalk, in the TOWNSHIP OF SOUTHGATE, and are more particularly described in Schedule "A".

SECTION II - COMPONENTS OF THE AGREEMENT

1. The text and the following Schedules, which are annexed hereto, constitute the components of this Agreement.

Schedule "A" - Legal Description of the Lands being developed.

Schedule "B" - Site Plan(s)

SECTION III - REGISTRATION OF AGREEMENT

1. This Agreement shall be registered on title to the said lands as provided for by Section 41(10) of the Planning Act, R.S.O., 1990, as amended, at the expense of the TOWNSHIP'S;
2. The LEASEE agrees that all documents required herein shall be submitted in a form suitable to the TOWNSHIP and suitable for registration, as required;
3. The PARTIES agree that this Agreement must be registered against the subject lands identified in Schedule A within thirty (30) days of the execution thereof by both parties.

SECTION IV - BUILDING PERMITS

1. The LEASEE agrees to not request the Chief Building Official to issue any further building permits to carry out the development until this Agreement has been registered on title to the lands described in Schedule "A" attached hereto and a registered copy of same has been provided to the Township.
2. It is agreed that if the LEASEE fails to apply for any building permit or permits to implement this Agreement within 12 months from the date upon which such building permit would be available, then the TOWNSHIP, at its option has the right to terminate the said Agreement and require that a new Site Plan Agreement be submitted for approval and execution.

SECTION V - PROVISIONS

1. **THIS AGREEMENT** applies to works related to the entire subject lands and includes the exterior of existing buildings, new structures, drainage and servicing and entrance as required. Agricultural and residential uses are not applicable to this Site Plan Agreement in accordance with section 41 of the Planning Act and By-law 47-2007.
2. **THE LEASEE** further covenants and agrees to develop the subject lands in accordance with the Site Plan drawings being Schedule "B" attached hereto, and that no work will be performed on the subject lands except in conformity to all provisions of this Agreement.
3. **THE LEASEE** agrees to carry out on the lands, the work, and to construct, install and maintain at its expense all of the services, works and facilities stipulated, described by words and numbers, and shown in and upon the following Plans, that is:

(i)Submitted Site Plan Drawings;

which Plans are hereinafter called "the Site Plan." Notwithstanding the generality of the foregoing the requirements under this agreement include all of the notes and printed text contained in and on the Plans making up the Site Plan.

4. **FURTHER DESCRIPTION OF WORK AND LOCATION OF SITE PLAN.** Without limiting the generality of the foregoing, all of the specifications and said requirements contained in the said Site Plan, which is on file at Southgate's Municipal Office, shall be adhered to and satisfied by the LEASEE to the satisfaction of Southgate.

5. **EXTERIOR FASCIA.** In order to mitigate possible noise impacts of the facility, the owner agrees that the Chief Building Official or By-law Enforcement Officer, may require, if complaints are received, that all doors and windows remain closed during operating hours.

6. **STORM DRAINAGE -- GENERAL.** Notwithstanding the foregoing, the LEASEE agrees that the storm drainage system on and for the lands shall be designed and constructed to the satisfaction of Southgate at the expense of the LEASEE.

7. **ENTRANCE.** The entrance to the property is from Dundalk Street and Proton Street North. A Commercial Entrance permit is required.

8. **FIRE SUPPRESSION.** The LEASEE agrees to install all necessary servicing and equipment on the property for fire fighting and fire suppression including if required a water reservoir, at the LEASEE's expense.

9. **SERVICING.** The LEASEE is responsible for ensuring that all municipal service (water, Waste Water and storm sewers) are connected to accommodate the use, its employees and the Public.

10. **LANDSCAPING.** The LEASEE agrees to install landscaping in accordance with screening the SITE PLANS including those lands identified as the rail trail and the crossing of the trail to ensure appropriate safety.

11. **OUTSIDE STORAGE.** Outside storage of goods and material is not permitted on the site

12. **DUST CONTROL MEASURES.** The LEASEE agrees to provide for dust control measures such as calcium and water, to mitigate impacts as required by the Township of Southgate. These measures will be required for those areas of the site not asphalted or seeded with grass.

13. **LIGHTING.** All exterior lighting must be dark sky compliant. It must be pointed downward and remain internal to the site in accordance with the Township of Southgate Standards.

14. **MOE CERTIFICATES OF APPROVAL (IF REQUIRED).** The LEASEE shall not commence any work on the lands or cause any work to be commenced on the said public highway until any Certificate of Approval required under the ***Environmental Protection Act*** and or the regulations made under it has been duly applied for by the Owner and a copy of the application has been filed with Southgate.

15. **POSTPONEMENT AND SUBORDINATION OF ENCUMBRANCES.** The LEASEE covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or those holding encumbrances as may be deemed necessary by Southgate to postpone and subordinate their interest in the lands to the interest of Southgate to the extent that this Agreement shall take effect and have priority as if it has been executed and registered prior to the execution and registration of any such mortgages or encumbrances.

16. **SOUTHGATE'S PROFESSIONAL FEES AND DISBURSEMENTS.** The LEASEE shall reimburse Southgate for all of its engineering and legal expenses (professional fees and disbursements) in connection with the development and implementation of this Agreement.

17. **WAIVER.** The failure of Southgate at any time to require performance by the LEASEE 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 hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Southgate shall specifically retain its rights at law to enforce this Agreement.

18. **NO CHALLENGE TO THE AGREEMENT.** The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the parties'

right to enter into and force this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provisions in Section 41 of the Planning Act interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

19. **ENFORCEMENT.** The LEASEE acknowledges that Southgate, in addition to any other remedy it may have at law, may also be entitled to enforce this Agreement in accordance with Section 446 of the **Municipal Act, 2001** as amended.

20. **MEDIATION.** Without affecting Southgate's statutory right under subsection 41(11) of the said **Planning Act** to, at its complete discretion, invoke the provisions of Section 446 of the **Municipal Act, 2001** as amended regarding any applicable requirement herein in which case this paragraph shall be inoperative and inapplicable, in the event that a dispute relating to this Agreement or its implementation arises that cannot be resolved by negotiation between the parties, the parties agree to use the services of a mediator to attempt to resolve their differences and failing agreement on the procedure to be followed, it shall be conducted in accordance with the rules of procedure for the conduct of mediations of the ADR Institute of Ontario Inc. or its successor body.

21. **REGISTRATION.** The LEASEE consents to the registration of this Agreement or Notice of this Agreement by Southgate on the title to the lands.

22. **ENUREMENT CLAUSE.** The covenants, agreements, stipulations, declarations, and provisions contained herein shall run with the lands and shall be binding upon the LEASEE and its successors and assigns and the benefit thereof shall enure to Southgate and its successors and assigns.

SECTION VI - BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, NOTICE, PENALTY

1. This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the subject lands.

2. The LEASEE further agrees to complete the items detailed on Schedule "B" within three (3) years of the date of registration of this Agreement.

3. Following completion of the works, the LEASEE shall maintain to the satisfaction of the TOWNSHIP, and at the sole expense of the OWNER, all the facilities or works described in Schedule "B".

4. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of each of the PARTIES hereto.

5. The Agreement shall come into effect on the date of execution by the TOWNSHIP.

6. The LEASEE acknowledges that this Agreement is entered into under the provisions of Section 41(7)(c) of the Planning Act, R.S.O., 1990, as amended.

7. Any notice required to be given pursuant to the terms hereto shall be in writing and mailed or delivered to the other at the following address:

To the LEASEE: South East Grey Community Health Centre
 55 Victoria Avenue
 Markdale, ON
 N0C 1H0

To the TOWNSHIP: Clerk
Township of Southgate
185667 Grey Rd 9, R.R. 1,
Dundalk, ON
N0C 1B0

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. Signing authorized by By-law 2022-150

SIGNED, SEALED AND DELIVERED	) South East Grey Community Health Centre
)
)
)
)
in the presence of:)
)
)
	) Per:_____
_____	) Name:
Witness	) Date:_____
)
)
)
)
)
)
)
	) We have the authority to bind the corporation
_____)
Witness)
)
	) THE CORPORATION OF THE
	) TOWNSHIP OF SOUTHGATE
)
)
	) Per:_____
	) John Woodbury, Mayor
)
)
	) Per:_____
	) Lindsey Green, Clerk
)
)
	) Date:_____
)
	) We have authority to bind the corporation
)
)

Schedule "A"

THE LAND

All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Southgate, in the County of Grey and Province of Ontario, and being composed of:

**Concession 2 SWTSR Pt Lot 229 and 230 and RP16R9712
Pt 2 and Concession 2 SWTSR Pt Lots 229 and 230 Plan
480 RP 16R9721 Pt 1, Geographic Village of Dundalk,
Township of Southgate.**

Schedule "B"

SITE PLANS

Drawing #1. Dated October 5, 2022 and signed by the Planner

Drawing #2. Dated October 5, 2022 and signed by the Planner

Drawing #3. Dated October 5, 2022 and signed by the Planner

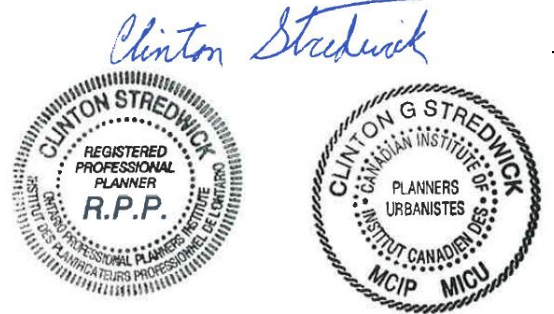
Drawing #4. Dated October 5, 2022 and signed by the Planner

Drawing #5. Dated October 5, 2022 and signed by the Planner

Drawing #6. Dated October 5, 2022 and signed by the Planner

Drawing #7. Dated October 5, 2022 and signed by the Planner

Drawing #8. Dated October 5, 2022 and signed by the Planner



Drawing #1 Dated
October 5, 2022

GREY STREET N
PIN 37267-0248
BY REGISTERED PLAN 480

PROTON STREET NORTH

DUNDALK STREET

EXISTING TREES
WITHIN SIGHT LINES
TO BE REMOVED

UNOBSTRUCTED
SIGHT LINE

ARMOUR
STONE
RETAINING
WALL

UNOBSTRUCTED
SIGHT LINE
SIB DISTURBED
0.33 SW
N.T.S.

FUTURE GO
STATION
LOCATION

TRAILER
PARKING LOT

STORM WATER MANAGEMENT
UNDER PARKING LOT

8m x 12m
BARN

BUGGY
PARKING

BUGGY TURN
AROUND

INDUSTRIAL BUILDING

DARK SKY PATH LIGHTING
@ 25m O.C. AND 2m
CLEAR FROM PATH

EXISTING GRAVEL TRAIL

MODIFIED TRAIL
WITH CURVES FOR
TRAFFIC CALMING

NEW HEALTH CENTRE

WASTE BINS

GARBAGE
ENCLOSURE

STORM WATER MANAGEMENT
UNDER PARKING LOT

STAFF
PARKING

FIRE FIGHTER
ACCESS

CONC. SIDEWALK

20 MIN.
DROP OFF/
PICK-UP

SIB 1523
0.10 SOUTH

DRAWING NOTES:

- This drawing is the exclusive property of Lloyd Hunt, Architect and the reproduction of any part without prior written consent of this office is strictly prohibited.
- The contractor shall verify all dimensions, levels, and datums on site and report any discrepancies or omissions to this office prior to construction.
- This drawing is to be read and understood in conjunction with all other plans and documents applicable to this project.
- Do not scale the drawings.

NO.	ISSUE / REVISION	DATE
1	PRELIMINARY SITE PLAN "SCHEME A"	20.04.20
2	PRELIMINARY SITE PLAN "SCHEME B"	20.04.27
3	UPDATED WITH LEGAL INFORMATION	20.05.01
4	SITE PLAN REVISIONS	20.06.18
5	SITE PLAN REVISIONS	20.06.22
6	SITE PLAN REVISIONS	21.05.17
7	SITE PLAN REVISIONS - BUILDING FOOTPRINT REVISED	22.07.27
8	SITE PLAN REVISIONS - PLANNING COMMENTS	22.09.20

KEY PLAN:

TRUE NORTH:

PARKING SUMMARY	
PARKING DESIGNATION	NUMBER OF PARKING SPACES
PUBLIC PARKING LOT	43 SPACES
TRAILER PARKING LOT	6 SPACES
BUGGY PARKING LOT	5 SPACES
STAFF PARKING LOT	26 SPACES
ROAD SIDE PARKING	7 SPACES
BARRIER FREE PARKING	4 SPACES
TOTAL:	91 SPACES

ONTARIO ASSOCIATION OF ARCHITECTS
LLOYD HUNT ARCHITECT
GLEN HURON ontario L0M 1L0
705 466 3111

Client:

DUNDALK COMMUNITY HEALTH CENTRE

PROTON STREET
DUNDALK, Ontario

Drawing Title:

SITE PLAN

Drawn By: E.B.	Checked By: L.H.	Drawing No.: SP-01
Scale: 1:200	Project No.: 20.587	

