

**The Corporation of the Township of  
Southgate By-law Number 2019-116**

**being a by-law to repeal by-law 2019-042 and authorize the execution  
of a new site plan control agreement for file (SP2-19)**

**Whereas** the Owner(s) and the Township of Southgate have **not** entered into a Site Plan Agreement (resolution no. 2019-179) dated March 20th, 2019 that was approved by the Township; and

**Whereas** the Owner(s) have requested to amend the Site Plan Agreement that was approved by Council and its schedules dated March 20, 2019, to alter the entrance from a Township road to a County road and alter the layout of the buildings; and

**Whereas** the Site Plan Agreement passed on March 20, 2019 must be substantially updated to reflect the requested change to the Site Plan Agreement by the Owner(s) and the Township of Southgate through application SP2-19; and

**Whereas** the Council of the Townships of Southgate deems it expedient to update the Site Plan Control Agreement with the revised drawings provided by the Owner(s),

**Now therefore be it resolved that** the Council of the Township of Southgate agrees to amend the following:

1. **That** By-law 2019-042 is hereby repealed.
2. **That** a new revised Site Plan Agreement between Ivan S.S. Martin and the Township for the development of the lands described as Con 12 Pt Lot 33, PT 2 of 16R9408 and Pt lot 33, Con 12 Proton as in R456420 except pt 1 and 2 Plan 16R9408 geographic Township of Proton, is authorized.
3. **That** the Township and the Owner(s) agrees that this Agreement shall be registered upon title of the lands to which the site plan agreement applies. Such registration shall be at the instance of the Township and at its sole discretion and at the expense of the Owner(s); and
4. **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; and
5. **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
6. **That** this amending by-law shall come into full force and effect upon the passage thereof.

**Read a first, second and third time and finally passed this 7<sup>th</sup> day of  
August 2019.**

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**John Woodbury, Mayor**

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**Joanne Hyde, Clerk**

THE CORPORATION OF  
THE TOWNSHIP OF SOUTHGATE

**SITE PLAN AGREEMENT**

THIS AGREEMENT made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Between: Ivan S.S. Martin

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

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

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

WHEREAS the OWNERS represents that they are the owners of these lands and premises in the Township of Southgate in the County of Grey, being more particularly described in s Schedule "A"

AND WHEREAS the OWNERS have applied to the TOWNSHIP to permit development on the OWNER'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 OWNERS have 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 OWNERS 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 Township of Proton, 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 OWNERS;
2. The OWNERS agree 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 OWNERS' lands within thirty (30) days of the execution thereof by both parties.

#### **SECTION IV - BUILDING PERMITS**

1. The OWNERS agree 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 OWNERS fail 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 workshop, outside storage and entrance and road upgrades for the shop. Agricultural and residential uses are not applicable to Site Plan Agreement in accordance with section 41 of the Planning Act and By-law 2007-47.
2. **The OWNERS** further covenant and agree to develop the subject lands in accordance with the Site Plan 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 OWNERS** agree to carry out on the lands at 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 Plan is 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 Owner 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 Owner 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 Owner.

7. *Entrance.* The Commercial entrance to the property is from Grey Road 9. Should the entrance along Southgate Sideroad 21 be used for commercial purposes, it will require upgrading. The Entrance on Grey Road 9 shall be developed in accordance with a County of Grey. The entrance on Southgate Sideroad 21 shall not be developed for commercial purposes without a Township of Southgate Commercial Entrance Permit. Any areas not paved must be maintained to reduce the impact of dust. A paved apron from the edge of pavement to the property line, shall be required at the expense of the owner.
8. *Road Improvements* – If the owner does not utilize the entrance along Grey Road 9, then the owner shall pave 100m South from the intersection of Grey Road 9 along Township Side Road 21 with 75mm HL 3 Asphalt. The cost shall be at the owners expense.
9. *Servicing.* The owner is responsible for ensuring that a well and septic system for employee washrooms is available and in good working order.
10. *Landscaped Buffering.* The owner agrees to install a landscaped screening buffer where outdoor storage areas are exercised, installed or used, in accordance with the Township of Southgate Zoning By-law. This buffer must be maintained for the purposes of providing a visual barrier from the industrial use associated with the workshop. The trees planted as screening must be coniferous trees and be a minimum of 1.5m (4.92ft) in height when planted. Alternatively, a minimum 2m (6.56ft) high fence may be constructed which has the same buffering effect.
11. *Outside Storage.* Outside storage may only be located in the areas identified on the Site Plan. If there is any outside storage, it must be in the rear of the property and screened from view. Stacking in the outside storage area is limited to a maximum height of 3m.
12. *Dust Control Measures.* The owner 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. *Hours of Operation.* The owner agrees that the hours of operation for the shop shall be between the hours of 7am to 7pm Monday to Friday and from 7am to 12pm on Saturday. The shop shall remain closed for Sunday and all statutory holidays.
15. *Postponement and Subordination of Encumbrances.* The Owner 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 have been executed and registered prior to the execution and registration of any such mortgages or encumbrances.
16. *Southgate's Professional Fees and Disbursements.* The Owner 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 Owner 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 Owner 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 Owner 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 Owner 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 OWNER further agrees to complete the items detailed on Schedule "B" within one (3) years of the date of registration of this Agreement.

3. Following completion of the works, the OWNER 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 OWNER 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 OWNER: Ivan S.S. Martin  
4023 Line 80 RR#4  
Listowel, ON. N4W 3G9

To the TOWNSHIP: Clerk  
Township of Southgate  
185667 Grey Rd 9,  
Dundalk, ON. NOC 1B0  
NOC 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 2019-116.

SIGNED, SEALED AND  
DELIVERED

) {OWNERS' NAMES}  
)  
)  
)  
)

in the presence of:

)  
)  
)

) Per: \_\_\_\_\_

\_\_\_\_\_  
Witness

)  
)  
)

) Per: \_\_\_\_\_

) Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

)  
)  
)

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTHGATE**

) Per: \_\_\_\_\_

John Woodbury, Mayor

) Per: \_\_\_\_\_

Joanne Hyde, 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:

**Con 12 Pt lot 33 Proton, Pt 2 of 16R9408, and pt lot 33 con 12 Proton as in R456420 except pt 1,2 Plan 16R9408, Geographic Township of Proton, alternately described as 212405 Southgate Sideroad 21**

Schedule "B"

**SITE PLANS**

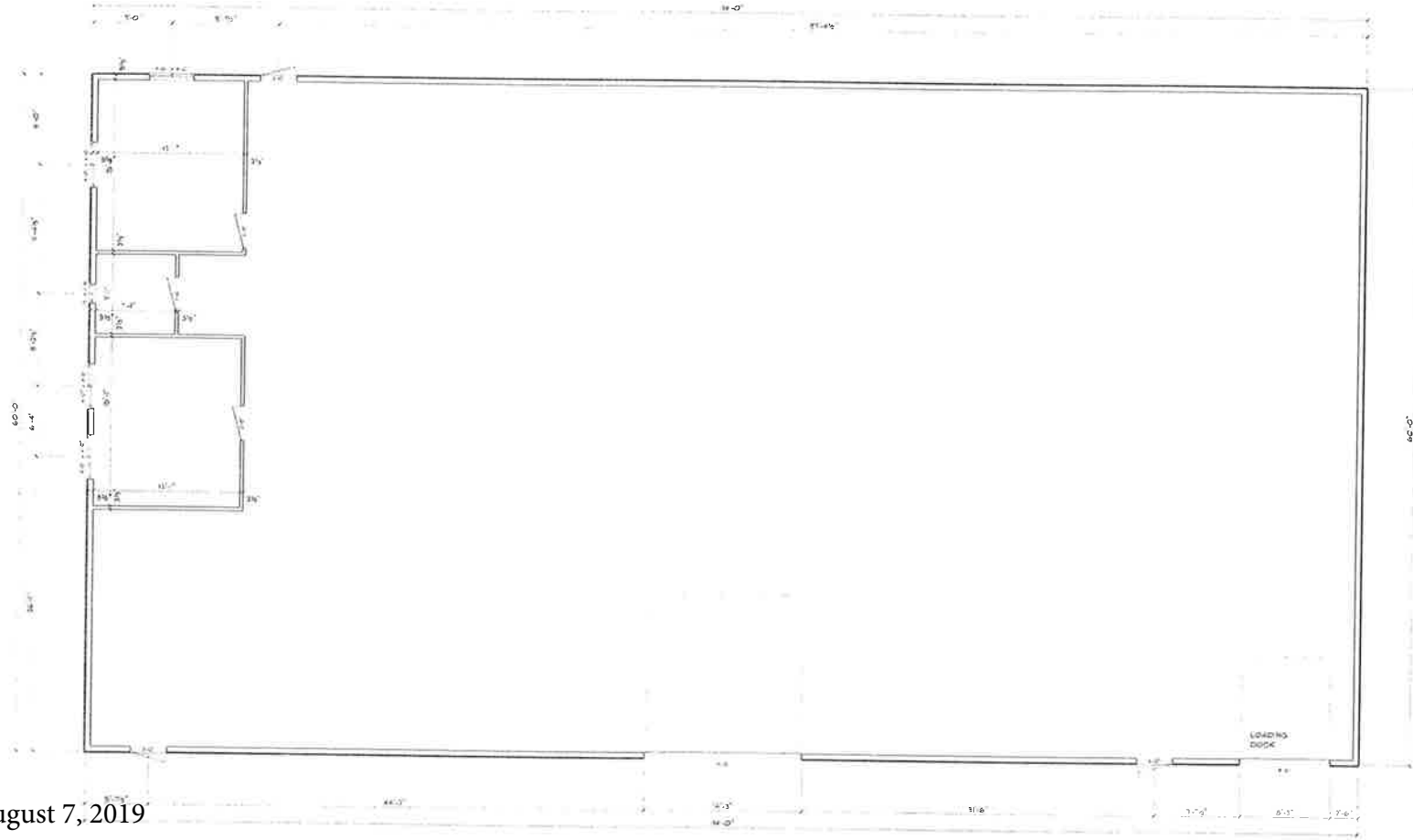
Drawing #1. Dated August 7<sup>th</sup>, 2019 and signed by the planner

Drawing #2. Dated August 7<sup>th</sup>, 2019 and signed by the planner

Drawing #3. Dated August 7<sup>th</sup>, 2019 and signed by the planner

Drawing #4. Dated August 7<sup>th</sup>, 2019 and signed by the planner





Drawing #1 Dated August 7, 2019

*Clinton Stredwick*



THIS DRAWING IS THE PROPERTY OF THE DESIGNER AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER. THE DESIGNER ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS DRAWING.



459 STILLHEADON CIRCLE  
WATERLOO ON N1L 5Y1  
519-897-1432 BCIN: 43324

PRINT DATE: 08-07-19  
DRAWN BY: D. GIBBONS  
SCALE: AS NOTED  
RELEASE DATE:

REVISIONS



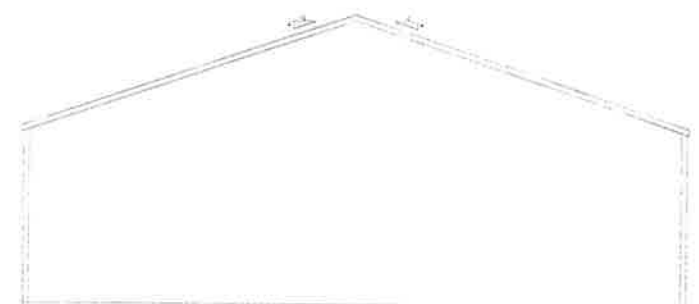
FRONT ELEVATION  
SCALE 1/8" = 1'-0"



LEFT ELEVATION  
SCALE 1/8" = 1'-0"



REAR ELEVATION  
SCALE 1/8" = 1'-0"



RIGHT ELEVATION  
SCALE 1/8" = 1'-0"

Drawing #2 Dated August 7, 2019

*Clinton Stredwick*



DESIGNED AND DRAWN BY: CLINTON STREDWICK  
 CHECKED AND IN CHARGE: CLINTON STREDWICK  
 FOR THE DESIGN FIRM: STRENGTH & DESIGN INC.  
 SIGNATURE OF DESIGNER: [Signature]



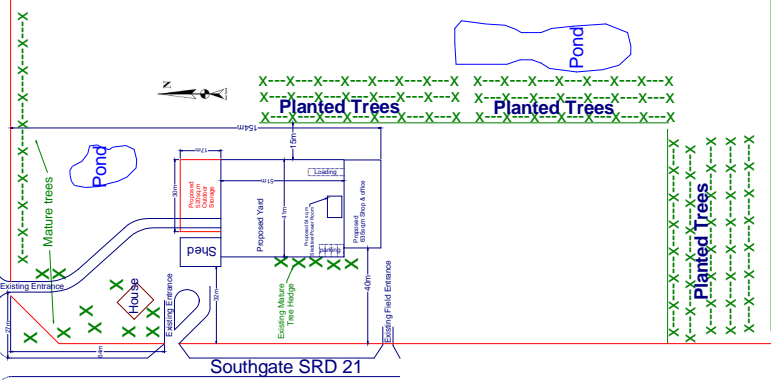
458 STILLMEADOW CIRCLE  
 WATERLOO ON, N2L 5M1  
 519-891-1432 BCIN-43324

DO NOT SCALE DRAWINGS

PRINT DATE: 08-07-19  
 DRAWN BY: DIGIBBONS  
 SCALE: AS NOTED  
 RELEASE DATE:

NO.	DATE	REVISIONS
1		

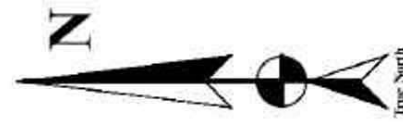
Grey Road 9



Swamp

Ivan SS Martin
Lot 33 Con 12
Southgate SDR 21

Swamp



Drawing #3 Dated August 7, 2019

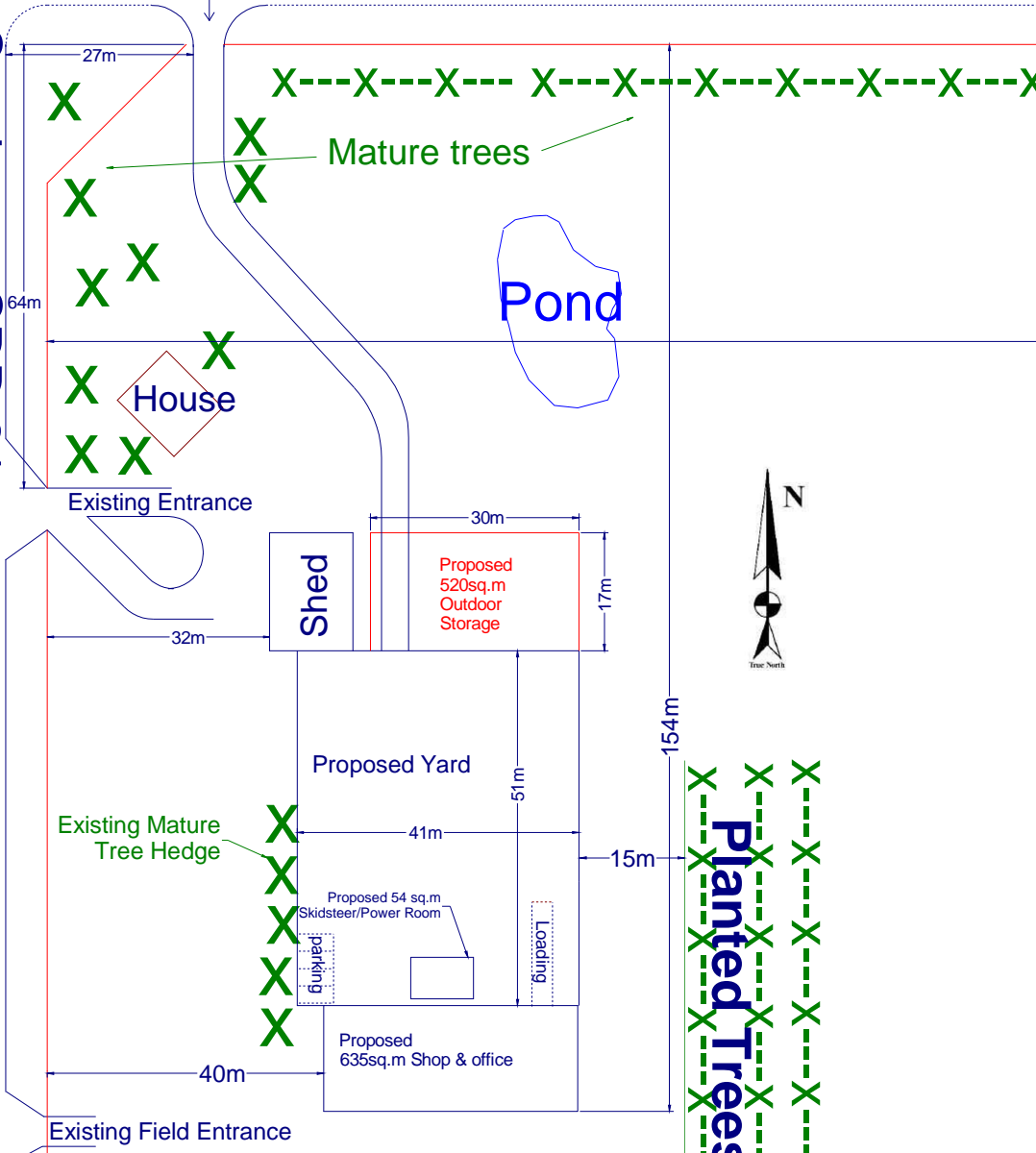


*Clinton Stredwick*

# Grey Road 9

Southgate SRD 21

Existing entrance to change from Farm to Commercial



409

## Swamp



Drawing #4 Dated August 7, 2019

*Clinton Stredwick*

