



*A People Place, A Change of Pace*  
**SHELBURNE**  
ONTARIO, CANADA

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**Meeting Date:** Monday, February 28, 2022

**To:** Mayor Mills and Members of Council

**From:** **Steve Wever, Town Planner**

**Report:** P2022-04

**Subject:** SPA 19/02 & Z19/03 – Southbridge Health Care Inc.; OLT Case No. PL200090  
Site Plan Approval and Zoning By-law Amendment for Parking Area and Memorial Garden, 104 Robert Street, Shelburne

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### Recommendation

Be it resolved that Council receive Report P2022-04 as information;

Be it resolved that By-law 54-2019 being a by-law to enter into a Site Plan Agreement with Southbridge Health Care GP Inc., substantially in the form attached to the by-law, for a parking area and memorial garden at the property known municipally as 104 Robert Street and described legally as Lots 1 and 2, Block 29, Registered Plan 15A, Town of Shelburne, County of Dufferin, be read a first, second and third time and finally passed, authorizing the Mayor or his designate and the Clerk to execute the agreement.

Be it resolved that By-law 49-2019, being a by-law to amend Zoning By-law 38-2007, as amended, by rezoning the lands known municipally as 104 Robert Street and described legally as Lots 1 & 2, Block 29, Registered Plan 15A, Town of Shelburne, County of Dufferin, from Residential Type Two (R2) Zone to Residential Type Two Exception Two (R2-2) Zone as shown on Schedule "A1" to the By-law, be read a third time and finally passed.

## Background

In 2019, applications for Zoning By-law Amendment and Site Plan Approval were submitted by Southbridge Health Care Inc. for the construction of a parking area that will include 17 parking spaces as well as memorial garden.

The municipal address of the property is 104 Robert Street and the property is currently vacant. The lot area is 1,073.49 m<sup>2</sup> (0.26 acre) and property has frontage onto Owen Sound Street, William Street and Robert Street. Further information about the subject property as well as the applications is summarized in our previous Planning Reports P2019-20 and P2019-23.

The public meeting for the Zoning By-law Amendment was held on August 26<sup>th</sup>, 2019 and the amending by-law (By-law 49-2019) was given first and second readings by Council, with third reading pending Site Plan Approval.

On September 9, 2019, Council refused to grant Site Plan Approval and By-law 49-2019 did not receive third reading. The applications were subsequently appealed to the Local Planning Appeal Tribunal ("LPAT"), now known as the Ontario Land Tribunal ("OLT"), by the applicant. The Tribunal ordered that the appeal be allowed and directed the Town to amend By-law No. 38-2007 in the form as set out in Attachment 1 to the Decision (By-law 49-2019). The Tribunal also approved the Site Plan in the form generally as illustrated in Attachment 2 of the Decision. The parties are to inform the Tribunal when the Site Plan Agreement has been executed.

Pursuant to the OLT Order, the Site Plan Agreement and the authorizing by-law (By-law 54-2019) for the agreement have been finalized and are ready for Council approval, and the Zoning By-law Amendment (By-law 49-2019) is ready for third reading and final passage by Council.

## Analysis

### Site Plan and Site Plan Agreement

The Site Plan for the parking area is substantially the same as the plan previously considered by Council. Two (2) minor revisions were required based on further and final review of the plans with the Town Engineer:

- 1) Revision to make it clear that the sidewalks at both the entrance and exit will be concrete, not asphalt;
- 2) The approximate limits of the memorial garden have been added to the plan.

The Site Plan Agreement has been updated from the previous 2019 draft based on further review with the applicant and legal counsel. Public access provisions have been added for the memorial garden and to recognize the

limited area of interlock paving and seating/bench at the corner of Robert Street and Owen Sound Street. Other revisions were of a clerical nature and to provide for greater certainty and clarification of certain terms and requirements of the agreement.

### Zoning By-law Amendment

The property is zoned Residential Type Two (R2) Zone as per the Town's Zoning By-law 38-2007 and the amendment will rezone the property to 'Residential Type Two Exception Zone (R2-2) Zone' to permit the proposed parking area with a maximum of 17 parking spaces and the landscaped memorial garden as permitted uses at 104 Robert Street for the Shelburne Residence Retirement and Nursing Home located at 200 Robert Street. Site-specific yard, driveway aisle and landscaping provisions are included in the amendment. The amending by-law (By-law 49-2019) remains the same as presented in 2019.

### Financial Impact

The applicant paid the required application fees in 2019 and the Site Plan Agreement includes the requirement for the owner to cover the Town's costs relating to the preparation, administration and enforcement of the Site Plan Agreement (excluding the Town's costs related to the OLT hearing).

### Policies & Implications (if any) Affecting Proposal

Town of Shelburne Official Plan  
Town Zoning By-law 38-2007

### Consultation and Communications

As summarized in previous Planning Reports P2019-20 and P2019-23.

The final Site Plan drawings were reviewed with and accepted by the Town Engineer and the Site Plan Agreement has been reviewed with the Town Solicitor.

### Supporting Documentation

Final Site Plan  
By-law 54-2019 and Site Plan Agreement  
By-law 49-2019

Respectfully Submitted:

Reviewed by:

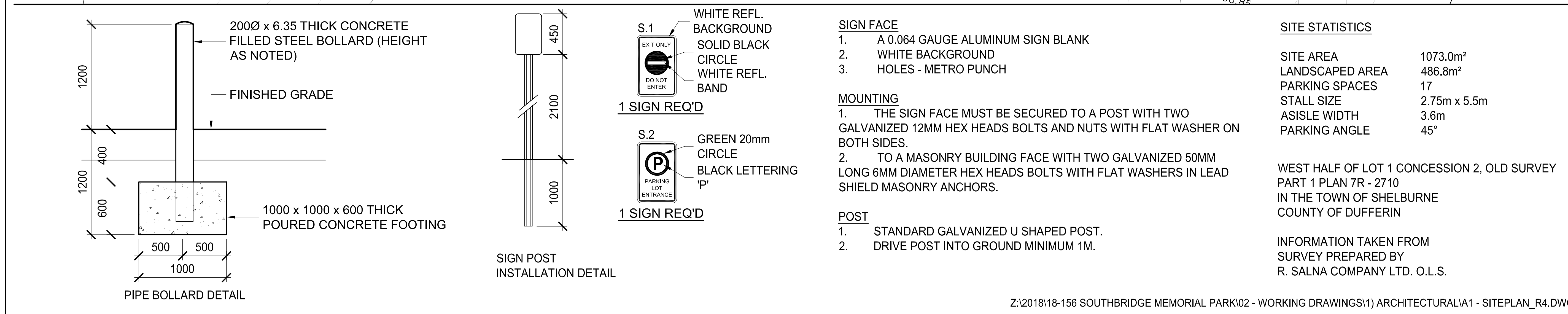
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Steve Wever, MCIP, RPP, Town Planner

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Denyse Morrissey, CAO





PROJ. NO.	18-156
DATE	MARCH 23 2010
DRAWN BY	PRB
CHECKED	MAH
SCALE	1:250
PLOT DATE	2/10/2022 1:49 PM

# A1.0



**THE CORPORATION OF THE TOWN OF SHELBURNE**

**BY-LAW NUMBER 54-2019**

**WHEREAS** pursuant to the provisions of the Municipal Act, 2001, S.O. 2001 c. 25 as amended, ss. 8 & 9 refers the Town is authorized to enact this by-law;

**AND WHEREAS** the property dealt with in the by-law is subject to site plan control;

**AND WHEREAS** the Planning Act R.S.O. 1990 c. P.13 s. 41 provides for the Town to require the owner to enter into an agreement with the municipality;

**NOW THEREFORE** the Municipal Council of The Corporation of the Town of Shelburne hereby enacts as follows:

1. THAT the Corporation of the Town of Shelburne enter into a Site Plan Agreement with SOUTHBIDGE HEALTH CARE GP INC. for the development of a parking area and memorial garden on the property located at 104 Robert Street, dated as of February 28, 2022, substantially in the form attached to this by-law and initialed by the Clerk for identification.
2. THAT the Mayor or his designate and the Clerk are hereby authorized to execute the agreement and all documents necessary to complete the matters authorized by this by-law.

**Read a First and Second Time in Open Council this the 28th day of February, 2022.**

**Read a Third Time in Open Council, and finally passed this the 28th day of February, 2022.**

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Mayor

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Clerk

## **SITE PLAN AGREEMENT**

THIS AGREEMENT made this 28th day of February, 2022.

BETWEEN:

**SOUTHBRIDGE HEALTH CARE GP INC.**

(“Owner”)

Party of the FIRST PART

-and-

**THE CORPORATION OF THE TOWN OF SHELBURNE**

(“Town”)

Party of the SECOND PART

**WHEREAS** the Owner warrants that it is the registered title holder in fee simple of the lands described in **SCHEDULE “A”** attached hereto (“Subject Lands”) and it holds title to the Subject Lands for the sole and exclusive benefit of CVH (No. 8) LP pursuant to the terms of a nominee agreement dated June 26, 2018;

**AND WHEREAS** the Owner desires to develop a parking area and memorial garden on the Subject Lands in accordance with the plans described in **SCHEDULE “B”** attached hereto and has submitted a Zoning By-law Amendment application and a Site Plan Approval application to the Town in connection therewith;

**AND WHEREAS** the Subject Lands are within an area designated as an area of site plan control pursuant to the Site Plan Control By-law of the Town passed pursuant to Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended;

**AND WHEREAS** the Town requires the Owner to enter into this Agreement as a condition of approval of the plans and drawings for the Owner’s proposed Development on the Subject Lands;

**AND WHEREAS** the Town, pursuant to section 41(10) of the Planning Act, R.S.O. 1990, c. P. 13, as amended, may register this Agreement on title to the land and is entitled to enforce the provisions of this Agreement against the Owner and any and all subsequent owners of the Subject Lands;

**NOW THEREFORE** in consideration of mutual covenants, agreements and promises herein contained and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged) and other good and valuable consideration and the mutual agreements contained herein, the parties hereto covenant and agree as follows:

### **DEFINITIONS**

1. (a) “Development” shall mean the construction of a parking area and memorial garden on the Subject Lands and shall include the construction of all facilities, services, utilities, works and other matters incidental thereto. “Developed” shall have a corresponding meaning.
- (b) “Maintenance Guarantee” has the meaning set out in Section 20.

- (c) “Owner” shall mean and include the Party of the First Part and any and all subsequent owners of the Subject Lands or any part thereof.
- (d) “Performance Guarantee” has the meaning set out in Section 11(a).
- (e) “Postponement Agreements” has the meaning in Section 3(c).
- (f) “Works” shall mean and include all works and services and all appurtenances thereto to be provided to and on the Subject Lands as required by the terms of this Agreement as set out in **SCHEDULE “B”** hereto, and the component parts thereof.

## **SCHEDULES**

2. The following are the Schedules attached hereto and incorporated in this Agreement and deemed to be a part hereof:

<b>SCHEDULE “A”</b>	Legal Description of Subject Lands
<b>SCHEDULE “B”</b>	Site Plan Drawings
<b>SCHEDULE “C”</b>	Form of Letter of Credit
<b>SCHEDULE “D”</b>	Cost Estimate of Works
<b>SCHEDULE “E”</b>	Levies, Fees, Assessments and Charges Payable
<b>SCHEDULE “F”</b>	Regulations for Construction
<b>SCHEDULE “G”</b>	Insurance Requirements
<b>SCHEDULE “H”</b>	Statutory Declaration

The original drawings for **SCHEDULE “B”** are filed with the Clerk of the Town.

## **EXECUTION, REGISTRATION AND CERTIFICATION**

3. (a) The Owner shall, at the time of execution of this Agreement by the Owner, provide the Town with an opinion letter, directed to the Town and signed by an Ontario Solicitor in good standing, certifying that the Owner is the registered title holder of the Subject Lands and certifying whether there are any mortgages or encumbrances affecting the Subject Lands.
- (b) The Owner hereby consents to the registration at the Owner’s expense of this Agreement against the title to the Subject Lands.
- (c) The Owner hereby agrees to provide to the Town, prior to the execution of this Agreement by the Town, postponement agreements (the “Postponement Agreements”) whereby any mortgagee or encumbrancer, to the full extent of its interest in the Subject Lands, consents to the registration of this Agreement against title to the Subject Lands, and to the registration of the Postponement Agreements against title to the Subject Lands, and for itself, its successors and assigns subordinates and postpones all of its right, title and interest in the Subject Lands to the terms, provisions, obligations, conditions and agreements contained in this Agreement.
- (d) The Owner covenants and agrees to pay the following charges, levies, taxes and fees and to provide the following documentation prior to the Town executing this Agreement:
- (i) payment of all outstanding municipal taxes, if any;
  - (ii) payment of all reasonable legal, planning consultant and engineering fees as invoiced by the Town incurred in connection with the Development (save and except for any such fees incurred by the Town in relation to the Ontario Land Tribunal Case #200090 in connection with the Subject Lands), where said fees exceed the

application fee for the Development and the Performance Guarantee (subject to and in accordance with paragraphs 23 and 24 of the Agreement);

- (iii) provision of the Performance Guarantee;
  - (iv) provision of the insurance details as set out in paragraph 15 and **SCHEDULE “G”**.
- (e) Subsequent to execution of this Agreement by the Town, the Owner shall within thirty days of said execution, register this Agreement against title to the Subject Lands, together with registration of Postponement Agreements (if any), and shall deliver to the Town Solicitor a Certificate of Title signed by an Ontario Solicitor in good standing certifying that this Agreement and the Postponement Agreements (if any) have been registered on title to the Subject Lands, and that this Agreement stands in first priority on title, subject to the usual qualifications, and including copies of the registration documentation together with current printouts of the property abstract for the Subject Lands. Said Certificate of Title shall be to the satisfaction of the Town Solicitor.
4. (a) The Owner covenants that it shall not commence the Development and/or Works, with the exception of preliminary site grading including stripping and storage of topsoil on the Subject Lands, (which preliminary site grading shall not occur until all erosion and sediment control measures are constructed and are operational in accordance with **SCHEDULE “B”**), until:
- (i) this Agreement and any Postponement Agreements have been executed;
  - (ii) the necessary permits and authorizations and any other applicable licenses and permits have been obtained by the Owner from the appropriate authorities having jurisdiction;
  - (iii) the Owner providing evidence to the Town that the Owner has notified the Ontario Land Tribunal, pursuant to paragraph 86 of its decision relating to its Case #200090 in connection with the Subject Lands, that a site plan agreement has been executed by the parties relating to the Development; and
  - (iv) the Performance Guarantee as set out in paragraph 11 has been lodged with the Town.
- (b) In the event that it comes to the attention of the Town that the Owner has failed to comply with any of the requirements of paragraphs 3 and 4(a) of this Agreement, the Town shall provide notification to the Owner in writing of the failure. If the Owner fails to remedy the failure complained of within seven (7) clear days after the receipt of such notice, the Town at its sole option, acting reasonably may suspend or terminate this Agreement and forthwith revoke all approvals, permits, and authorizations previously granted by the Town to the Owner. The Town may, at the expense of the Owner, register notice on title of Subject Lands of the termination and/or suspension of this Agreement.

#### **DESIGN AND FIELD REVIEW**

5. (a) The Development and all Works shall be constructed and installed strictly in accordance with the terms of this Agreement, and in accordance with the Town’s construction regulations as set out in **SCHEDULE “F”**.



- (b) The Owner covenants to retain a Professional Engineer licensed in the Province of Ontario to design and provide field review of the construction and installation of the Development and the Works on the Subject Lands (save and except for landscaping) and to provide the Certificate(s) set out below. The said Engineer shall provide upon completion of the Development and the Works, Certificate(s) that the execution of the Development and the Works has been in accordance with the plans and specifications as set out in **SCHEDULE “B”** and the terms of this Agreement subject to any alterations that may be filed with and approved by the Town during construction of the Development and Works.

#### **SITE PLAN DEVELOPMENT**

6. The Town hereby approves **SCHEDULE “B”** as to onsite matters. The Owner covenants and agrees that the Subject Lands shall only be developed in accordance with **SCHEDULE “B”** and the terms of this Agreement and any other plans filed with and approved by the Town as part of their approval processes of the Development and the Works and that the Development and the Works shall be used in compliance with the Town’s applicable Zoning By-law, as amended and/or varied, and all other applicable by-laws of the Town. The Owner covenants that no buildings, structures, other facilities, works or services or other matters shall be performed or constructed on the Subject Lands except as provided for in this Agreement without the prior written consent of the Town.

The Owner specifically acknowledges that the approval by the Town of **SCHEDULE “B”**, and the execution of this Agreement by the Town is based on the usage of the Subject Lands for a parking area and memorial garden, and such Development and Works does not include the allocation of water and/or sewage capacity from the Town for such usage but does include the use of the Town’s storm and surface water drainage systems. Any change of use that requires approval under section 10 of the *Building Code Act*, or that the Town in its sole discretion will require greater water and sewer allocation, shall require an amendment to this Agreement.

7. **SCHEDULE “B”** may be modified without amendment to this Agreement, provided that such modifications are expressly agreed to by the Town in writing. Should the Town refuse to agree to the modifications, the Town shall provide to the Owner written reasons for its refusal. The Town’s decision with respect to such modifications and/or refusal shall be final provided that the foregoing paragraph does not preclude the Owner from making application to amend this Agreement pursuant to the provisions of the *Planning Act*.
8. The Owner shall not commence construction until the Owner or the Owner’s Engineer has provided 48 hours prior written notice to the Town of its intention to commence such construction.

#### **FACILITIES AND WORKS TO BE PROVIDED**

9. (a) The Owner covenants and agrees to provide and maintain, at its sole expense, each and every facility, service, work or other matter illustrated or described on the approved **SCHEDULE “B”** hereto or otherwise required by the terms of this Agreement on the Subject Lands, all to the satisfaction of the Town. Without limiting the generality of the foregoing, the Owner covenants and agrees with the Town to:
- (i) provide ingress and egress to the Subject Lands at and only at the points and in the manner illustrated on **SCHEDULE “B”** hereto and to clearly mark with signage the ingress and egress;
  - (ii) provide parking for all vehicles as indicated and in no other location;

- (iii) provide and maintain the parking area as shown on **SCHEDULE “B”** with paving and pavement markings to the satisfaction of the Town;
- (iv) construct, maintain, and be solely responsible for the care, maintenance, and operation of the drainage works and facilities on the Subject Lands including the storm and surface water drainage management system. Such drainage works and facilities shall be constructed and installed in accordance with **SCHEDULE “B”** and any such drainage works and facilities must be constructed, designed and maintained to the requirements of the Town;
- (v) properly maintain at its own expense, at all times, the parking areas, exits and entrances on the Subject Lands;
- (vi) clearly mark all parking spaces with signs in the location illustrated on **SCHEDULE “B”** and to properly maintain the signs, at the Owner’s expense;
- (vii) be solely responsible for the removal of snow and ice from the off-street vehicular access routes, parking surfaces, and driveways on the Subject Lands and to be responsible for the winter maintenance of the above as is reasonably required. It is agreed that no snow will be transferred onto municipal road allowances or municipal lanes, and that snow storage shall be located entirely on the Subject Lands and shall not be located on, or restrict access to, the required parking areas, driveways, exits and entrances on the Subject Lands;
- (viii) grade, alter in elevation and/or contour the Subject Lands in accordance with **SCHEDULE “B”** hereto (or as required by the Town Engineer), and to ensure that all storm and surface water from the Subject Lands and from the Development thereon shall be properly managed, including meeting the requirements of the Town;
- (ix) should exterior lighting be proposed on the Subject Lands, then the location, quantity and intensity of the exterior lighting is to be directed only to the Subject Lands and shall not impact any other property or Town right-of-way, and shall be in accordance with a lighting plan to be submitted to the Town for its approval in writing prior to the installation of the lighting. The aforesaid lighting is to be operated only during business hours, save and except that those exterior lights required for security purposes may be operated outside of business hours on the Subject Lands;
- (x) maintain the memorial garden and any landscaping, trees, plantings, berming, swales, ditches and/or buffering shown on or described in **SCHEDULE “B”** hereto, which provision and maintenance shall include replacing any diseased landscaping, trees and/or plantings as soon as is practicable in accordance with good horticultural practices. The memorial garden and snow storage areas shall be comprised of 288 square metres of open space area within the Subject Land being the landscaped areas located to the west of the parking area and exit driveway, inclusive of a triangular area of interlocking brick pavers and a minimum of one (1) bench to be installed by the Owner at the north-east corner of Owen Sound Street and Robert Street, as well as the adjoining area to be sodded by the Owner and planted with trees as shown or described in **SCHEDULE “B”** hereto. A portion of the interlocking brick paved area may be located within the Town’s right-of-way to connect the paved area with the existing sidewalks, as shown or described in **SCHEDULE “B”** hereto. The Owner agrees to provide for and

maintain public access to the memorial garden area as public open space for passive public use and enjoyment, subject to winter snow storage requirements and such rules and restrictions as the Owner may impose provided that the area is generally open to the public during daytime hours (subject to winter snow storage) and any related signage posted in the memorial garden area on the Subject Land is approved by the Town Clerk and the Owner has obtained a Sign Permit under the Town's Sign By-law, if applicable;

- (xi) provide and maintain fencing on the Subject Lands in accordance with **SCHEDULE "B"** hereto to the satisfaction of the Town. The required fencing shall include a continuous solid wood privacy fence having a height of 1.8 metres within the Subject Lands along the entire north lot line of the Subject Lands and shall include the replacement and/or repair of existing fencing located along said boundary and the restoration of any disturbed areas on the Subject Lands and adjoining properties impacted by the fence repair or replacement. For any work to be performed along the boundary of the adjoining properties to the north, the Owner shall obtain the authorization of the applicable property owners to enter on their property and to perform said work to complete the required fencing and restoration of any disturbed areas;
  - (xii) provide signage only as shown on **SCHEDULE "B"** and subject to complying with the Town Sign By-law and obtaining any necessary sign permits. Any additional or subsequent signage, may be erected only if such signage is approved by the Town; and,
  - (xiii) such further and other facilities, services or other matters required by the Town subsequent to an agreed modification pursuant to paragraph 7 of this Agreement.
- (b) The facilities, works and other matters shown or described on **SCHEDULE "B"** hereto and/or described in the text of this Agreement shall be provided and maintained by the Owner at its sole expense to the satisfaction of the Town. In case of default thereof, the Town may, at its sole discretion, perform any work necessary to be done and shall charge the reasonable cost of performing said work to the Owner who shall promptly pay any such invoice rendered by the Town. The cost of performing said work shall form a lien against the Subject Lands. In addition to all other remedies, should such cost not be paid in a timely manner, the Town may draw on the Performance Guarantee.

#### **RESPONSIBILITY FOR PERMITS AND AUTHORIZATIONS**

10. (a) The Owner hereby acknowledges that it is solely responsible for obtaining all permits and authorizations that may be necessary and/or advisable relating to the Development and the Works proposed on the Subject Lands from all authorities having jurisdiction, and to obtain such permits and authorizations as may be required in order to fulfill the terms and obligations of this Agreement.
- (b) The Owner shall ensure that there will be compliance with the insurance provisions of the *Workplace Safety and Insurance Act, 1997* in carrying out all development and construction activities.

#### **PERFORMANCE GUARANTEE**

11. (a) The Owner shall prior to the execution of this Agreement by the Town, lodge with the Town a performance guarantee, consisting of an irrevocable bank letter(s) of credit, cash, or certified cheque in the amount of \$20,000 (the "Performance Guarantee").

- (b) The Owner covenants and agrees that if a letter of credit is provided for the Performance Guarantee it shall (i) be automatically renewed or extended without the need for written notice from the Town requesting such extension and (ii) be issued by a bank (or other equivalent financial institution) in a form satisfactory to the Town's Treasurer, which form shall be substantially similar to the form attached hereto as Schedule "C".

#### **USE OF PERFORMANCE GUARANTEE**

- 12. (a) In order to guarantee that the Development, and the Works, will be constructed and installed in accordance with the provisions of this Agreement, the Owner shall lodge with the Town the Performance Guarantee.
- (b) The Owner agrees that the Town may, in its sole discretion, at any time and from time to time, authorize the use of all or any part of the Performance Guarantee for such purposes as the Town deems fit if the Owner:
  - (i) in any way makes or permits default of the Owner's obligations under this Agreement; or
  - (ii) fails to pay any costs, charges, expenses, premiums, liens or other monies whatsoever payable by the Owner arising out of or in connection with or in any way relating to the construction and installation of the Development and/or the Works including the grading and/or the surfacing/paving and/or landscaping and/or any other provisions or obligations as set out in this Agreement.
- (c) The amount of the Performance Guarantee may be reduced from time to time at the sole discretion of the Town, as the Works proceed and subject to the Town being provided with such documentation as it may require.
- (d) The provisions of this section shall be in addition to all other provisions in this Agreement relating to the use of the Performance Guarantee.

#### **CONSTRUCTION LIENS**

- 13. The Owner shall, at its own expense, within seven (7) clear days of receiving written notice from the Town to do so, pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought or registered pursuant to the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended, which arise out of the performance of this Agreement by the Owner and its servants, employees, agents and contractors.

#### **INDEMNIFICATION OF TOWN**

- 14. The Owner hereby covenants and agrees to waive any right or entitlement it may have to any action, cause of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever against the Town, its Mayor and Councillors, employees, workmen, agents, contractors and consultants, and further covenants and agrees to indemnify and save harmless the Town, its Mayor and Councillors, employees, workmen, agents, contractors and consultants, from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Town, its Mayor and Councillors, employees, workmen, agents, contractors and consultants, may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the Owner completing the Development and the



Works on the Subject Lands save and except for any claims that may be made by the current or future owners of the lands adjacent to or in the vicinity of the Subject Lands in respect of the failure or refusal of the Town to provide such neighbours' lands with appropriate or any utility services.

### **INSURANCE**

15. (a) The Owner shall obtain and maintain a builders wrap up policy or policies of insurance to the satisfaction of the Town Treasurer with a collective policy limit of not less than \$5,000,000 (Five Million Dollars) which policy shall include any and all claims which may arise from the installation, construction, maintenance, repair and/or operation of the Development and the Works. The Owner shall from time to time, at the request of the Town, furnish proof to the Town that all premiums on such policy or policies of insurance have been paid and that the insurance continues in full force and effect. In the event that any premium is not paid, the Town, in order to prevent the lapse of such policy or policies of insurance, may pay the premium or premiums and the Owner shall reimburse the Town within seven (7) clear days of written demand being given by the Town. The Town, the engineering firm appointed by the Town as the Town Engineer, and the Ontario Clean Water Agency (OCWA), being the Town appointed operator of its water and wastewater systems, shall each be added as named insureds on said policy or policies.
- (b) The Owner hereby covenants to obtain, prior to the commencement of construction of the Works, a certificate of insurance from the Owner's insurance company(ies) evidencing that the policy or policies of insurance required by this Agreement are in full force and provide the coverages set out herein. The Owner hereby acknowledges that the Town intends to rely on the said certificate of insurance from the Owner's insurance company(ies).

### **INCOMPLETE OR FAULTY WORK**

16. (a) In addition to any other rights that the Town may have by statute or otherwise, representatives of the Town, including the Town Engineer, may, at any time and from time to time, inspect the Development, and the Works, including the grading and landscaping, on the Subject Lands. If in the opinion of the Town, the Owner:
- (i) is not proceeding with or causing to be proceeded with the said work within any time limits specified in this Agreement, or in order that it may be completed within the specified time limits;
  - (ii) is improperly performing the said work;
  - (iii) has abandoned or neglected the said work;
  - (iv) refuses, fails or neglects to replace or repair such work as may be rejected by the Town as defective or unsuitable;

then the Town shall notify the Owner in writing of the situation complained of, and if the Owner fails to remedy the situation complained of within seven (7) clear days after receipt of such notice, the Town shall have full authority and power to enter upon the Subject Lands, to purchase, lease, or otherwise acquire such materials, tools and machinery and to employ such consultants, contractors, employees and workmen as in the opinion of the Town shall be required for the proper completion of such work, including without limitation, the repair or the reconstruction of faulty work and the replacement of materials not in accordance with the specifications, all at the cost and expense of the Owner. In case of

an emergency, in the sole opinion of the Town, such entry and work may be done without prior notice, but the Town shall make every effort to notify the Owner as quickly as possible of the emergency prior to commencing such work if reasonably possible and if not reasonably possible then as soon as reasonably possible.

- (b) In addition, the Town, or its representatives, including the Town Engineer, upon inspection may require work on the Development to cease immediately in the event of unsafe conditions or health risks being identified.
- (c) In addition to all other remedies, in the event that it comes to the attention of the Town that the Owner has failed to comply with any of the requirements of this Agreement, the Town shall provide notification to the Owner in writing of the failure. If the Owner fails to remedy the failure complained of within seven (7) clear days after the receipt of such notice, the Town at its sole option, acting reasonably may suspend or terminate this Agreement and forthwith revoke all approvals, permits, and authorizations previously granted by the Town to the Owner. The Town may, at the expense of the Owner, register notice on title of Subject Lands of the termination and/or suspension of this Agreement. The foregoing remedy is in addition to any other remedy the Town has at law, including enforcement of this Agreement in accordance with section 41(11) of the *Planning Act* and section 427 of the *Municipal Act, 2001*.
- (d) In addition to all other remedies, the Town may withhold municipal clearance of any Building Permit application or request the withdrawal of any Building Permit(s) that have been granted to the Owner until the Development and the Works, including grading and landscaping are completely installed in accordance with the requirements of the Town.
- (e) It is understood and agreed between the parties hereto that such entry upon the Subject Lands shall be as agent for the Owner and shall not be deemed, for any purpose whatsoever, as dedication to the Town or assumption by the Town of the Works by the Town.
- (f) The reasonable costs incurred by the Town in furtherance of the provisions of this section plus an additional 10% thereof (for inconvenience caused to the Town) shall be paid by the Owner to the Town forthwith on demand, failing which the Town shall be entitled to draw on the Performance Guarantee to recoup the aforesaid monies.
- (g) Nothing herein contained shall be taken to limit the powers, rights, remedies, actions and/or proceedings whatsoever available to the Town arising from or out of any breach of the provisions and terms of this Agreement.
- (h) This Section may be pleaded by the Town as estoppel against the Owner in the event any action is instituted by the Owner for recovery of the amount of any claim made by the Town against the Owner and/or the Performance Guarantee as the case may be.

#### **REQUIREMENTS FOR LETTER OF COMPLETION**

- 17. The Owner agrees that the occupancy and use of the parking area on the Subject Lands shall not occur until the Town has provided the Owner with a "Letter of Completion". The Town shall issue the Letter of Completion once it has been provided with:
  - (i) certification by the Owner's Engineer, as set out in paragraph 5 hereof, addressed to the Town certifying that the Development and the Works have been fully constructed and installed in accordance

with good engineering and construction practices and the requirements of this Agreement, including the **SCHEDULES** hereto;

- (ii) execution by the Owner and delivery to the Town of a Statutory Declaration in the form of **SCHEDULE “H”** hereto;
- (iii) delivery of one complete set of “as constructed” plans of all underground services, in hard copy, which plans shall be certified by the Owner’s Engineer, as well as providing such plans in a computerized format satisfactory to the Town;
- (iv) confirmation from the Town Engineer that drainage and storm and surface water management has been addressed in accordance with **SCHEDULE “B”** to the satisfaction of the Town;
- (v) confirmation from the Town Engineer that the grading has been completed in accordance with **SCHEDULE “B”** to the satisfaction of the Town;
- (vi) confirmation from the Town Engineer that the fencing and landscaping have been completed in accordance with Schedule “B” to the satisfaction of the Town;
- (vii) confirmation from Town staff that the Owner has fulfilled all financial obligations of this Agreement required to the date of issuance of the Letter of Completion, including payment of all development charges and municipal taxes and any amounts owing hereunder; and,
- (viii) confirmation by the Town Engineer that the required driveways and parking area have been surfaced and completed to the satisfaction of the Town or that adequate arrangements have been made to complete the paving and surfacing of these works to the satisfaction of the Town.

#### **REQUIREMENTS FOR RELEASE OF PERFORMANCE GUARANTEE**

18. The Owner agrees that the Town shall not be obligated to release to the Owner the Performance Guarantee until:
- (i) a Letter of Completion has been issued;
  - (ii) there has been full compliance with the requirements of the *Construction Lien Act*, R.S.O. 1990, c. C. 30, as amended, and the time for preserving liens has expired in relation to such work, services, or materials for which the Town may, in the sole and absolute opinion of the Town’s Solicitor, be liable arising from the Development and/or the Works; and
  - (iii) the Maintenance Guarantee has been delivered to the Town.

#### **PERIOD OF REQUIRED MAINTENANCE**

19. The Owner shall, from the date of issuance of a Letter of Completion, maintain all the grading, landscaping, fencing and the Works. The Owner agrees that the maintenance required includes maintenance of the driveways, fire route and parking areas, including snow removal and maintenance of the required signage.

## **MAINTENANCE GUARANTEE REQUIRED**

20. In order to ensure that the grading, landscaping, fencing and the Works will be properly maintained for a period of one year from issuance of the Letter of Completion and that all failed plantings, if any, and erosion, if any, will be replaced and/or repaired, the Owner shall, prior to the release by the Town of the Performance Guarantee(s), lodge with the Town a maintenance guarantee consisting of an irrevocable bank letter of credit, cash, or certified cheque in the amount of \$5,000 (the "Maintenance Guarantee"). If a letter of credit, the Owner covenants and agrees that the letter of credit shall be maintained in full force and effect for a period of one year from the date the Letter of Completion is issued by the Town. This subparagraph may also be satisfied by the Town retaining part of the Performance Guarantee previously lodged, at which case, it is hereby expressly agreed that the retained portion of the Performance Guarantee is converted to the Maintenance Guarantee. After the expiry of one year from issuance of the Letter of Completion, should the Owner fail to comply with the provisions of paragraph 22, the Owner agrees that the Maintenance Guarantee shall remain lodged with the Town and shall be extended until the provisions of paragraph 22 are complied with.

## **USE OF THE MAINTENANCE GUARANTEE**

21. The Owner agrees that the Town may, in its sole discretion, at any time and from time to time, authorize the use of all or any part of the Maintenance Guarantee for such purposes as the Town deems necessary or appropriate to remedy any of the following:
- (a) if the Owner fails to pay any costs, charges, expenses, premiums, liens or other monies whatsoever payable by the Owner arising from or in connection with or in any way relating to the maintenance, repair or replacement of any or all of the grading, landscaping and Works as shown and/or detailed on **SCHEDULE "B"**; and
  - (b) if a claim for lien is not vacated and released pursuant to this Agreement within the time set out therein.

## **REQUIREMENTS FOR RELEASE OF MAINTENANCE GUARANTEE**

22. The Maintenance Guarantee shall be retained by the Town until:
- (a) the expiry of one year subsequent to the issuance of a Letter of Completion, subject to compliance with the obligations as set out in paragraph 19 during such one year period; and
  - (b) the Owner has provided the Town's Solicitor with satisfactory evidence that there has been full compliance with the requirements of the *Construction Lien Act*, and the time for preserving liens has expired in relation to such work, services or materials for which the Town may, in the sole and absolute opinion of the Town's Solicitor, be liable.

## **PAYMENT OF MUNICIPAL COSTS**

23. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner".
24. The Owner shall reimburse the Town forthwith on demand, for all reasonable administrative, planning, legal, engineering, and/or other costs or expenses whatsoever incurred by the Town, or any of its agents, in connection with the Development the Works on the Subject Lands and/or in the preparation, review, consideration, and enforcement of this Agreement and the **SCHEDULES** attached hereto (save and except for any such fees



incurred by the Town in relation to the Ontario Land Tribunal Case #200090 in connection with the Subject Lands), where said costs exceed the application fee and the Performance Guarantee, as determined at the sole discretion of the Town. In the event that the Town deems it necessary to retain the services of additional outside consultant(s), (that is, non-employees of the Town), to provide additional technical expertise and/or to review the plans of the Owner and/or to carry out on site inspections of the work performed, the Town shall advise the Owner accordingly of this requirement, and the reasonable costs of such outside consultant(s) shall be the responsibility of the Owner. The Owner shall provide an additional deposit in the amount of \$5,000 to the Town be drawn against for such retention, subsequent to the Town advising the Owner of the requirement for such outside consultant(s).

In each case, the Town's demand for reimbursement for costs shall include the provision of detailed accounts itemizing the costs claimed. It is agreed that the Town's demand for payment shall not include costs for employees of the Town except as otherwise expressly provided for under the terms of this Agreement and except as may be required under any other statutory authority of the Town which requirements include the payment by the Owner of all required fees and costs for Building Permits and inspections, including any applicable development charges.

In the event that the Owner does not reimburse the Town as aforesaid, the Town may, at its sole discretion, on thirty (30) days written notice to the Owner use the Performance Guarantee or any part thereof for the payment in full of such costs or expenses.

#### **REQUIRED COMPLETION DATE**

25. The Owner covenants and agrees to complete the Development and the Works pursuant to the terms of this Agreement on or before the expiry of two (2) years from the date of execution of this Agreement by the Town.

#### **GENERAL MATTERS**

26. (a) The Owner agrees with the Town that:
- (i) all necessary precautions will be taken in the Development and the Works of the Subject Lands to avoid dust, noise and other nuisances, and to provide for the public safety;
  - (ii) the failure of the Town to insist on strict performance of any of the terms, provisions, covenants or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Town may have, and shall not be deemed to be a waiver of any subsequent breach or default of the terms, provisions, covenants and obligations contained in this Agreement;
  - (iii) the Owner acknowledges that nothing in this Agreement waives or limits any rights the Town may have at law to enforce the provisions of this Agreement, including section 447.1 of the *Municipal Act, 2001*, as amended, should same be required; and
  - (iv) the Owner shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any court or administrative tribunal, the right of the Town to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this

clause may be pleaded as estoppel against the Owner in any such proceedings.

- (b) If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any event, be invalid or unenforceable, the remainder of this Agreement, or the application of such term covenant or condition of this Agreement to other persons or circumstances shall be valid and enforced to the fullest extent permitted by law.
- (c) This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
- (d) Any notice to be given with respect to any default, breach, requirement, term or provision of this Agreement shall be in writing and either mailed, transmitted by facsimile or hand delivered to the other parties at the following addresses:

to the Owner:

Ryan Bell  
Chief Executive Officer  
Southbridge Health Care GP Inc.  
766 Hespeler Road, Suite 301  
Cambridge, Ontario  
N3H 5L8

Fax: (519) 621-8144

to the Town:

Jennifer Willoughby  
Clerk  
Town of Shelburne  
203 Main Street East  
Shelburne, Ontario  
L9V 3K7

Fax: (519) 925-6134

Any notice, if mailed, shall be deemed to have been given on the fifth day following such mailing and if delivered by hand, or by facsimile transmission, shall be deemed to have been given on the day of delivery.

Each of the foregoing parties shall be entitled to specify a different address for service by giving written notice as aforesaid to the others.

- (e) The due dates of any sum of money payable herein shall be thirty (30) days after the date of the invoice. Interest at the rate of One and a Quarter Percent (1.25%) per month shall be payable by the Owner to the Town on all sums of money payable herein for overdue accounts which are not paid on the due dates, calculated from such due dates.
- (f) Section headings in this Agreement are not to be considered part of this Agreement and are included solely for the convenience of reference and are not intended to be full or accurate descriptions of the contents thereof.

- (g) It is hereby agreed that this Agreement shall be read with all changes of gender or number as are required by the context and the nature of the parties hereto.
- (h) It is acknowledged and agreed by the parties that this Agreement shall be interpreted without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
- (i) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors in title and assigns. The covenants, provisions and conditions contained herein shall be of the same force and effect as a covenant running with the Subject Lands. The Town shall be entitled to enforce the provisions hereof against the Owner and, subject to the provisions of the *Registry Act* or *Land Titles Act*, (whichever applies to the Subject Lands), against any and all subsequent owners of the Subject Lands.
- (j) Time shall always be of essence of this Agreement.

**IN WITNESS WHEREOF** the corporate parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their duly authorized officers in that behalf and the individual parties hereto have hereunto set their hands and seals.

**SOUTHBRIDGE HEALTH CARE GP INC.**

Per

\_\_\_\_\_  
Name: Ryan Bell  
Title: Chief Executive Officer

I have authority to bind the corporation

**THE CORPORATION OF THE TOWN OF  
SHELBURNE.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

Pursuant to the approval and authorization as set out  
in By-law No. 54-2019 of the  
TOWN OF SHELBURNE

enacted the 28th day of February, 2022.

**SCHEDULE “A”**  
**Legal Description of Subject Lands**

Lots 1 and 2, Block 29, Registered Plan 15A, Town of Shelburne, County of Dufferin

PIN No. 34135-0078 (LT)

Known municipally as 104 Robert Street, Shelburne, Ontario.



**SCHEDULE “B”**  
**Site Plan Drawings**

Drawing No.	Title	Author	Date of Last Revision or Issue Date
A1.0	Site Plan Parking Layout	Dickinson + Hicks Architects Inc.	February 10, 2022
L-01	Landscape Plan		June 6, 2019
C-01	Site Grading Plan		June 6, 2019

**SCHEDULE "C"**  
**Form of Letter of Credit**

REQUIRED – to be on bank letterhead

Letter of Credit No. \_\_\_\_\_ Amount:

Initial Expiry Date

TO: THE CORPORATION OF THE TOWN OF SHELBURNE

203 Main Street East  
Shelburne, Ontario L9V 3K7

WE HEREBY AUTHORIZE YOU TO DRAW ON THE  
(Name of the Bank)

(Address)

for the account of  
(Name of the Customer)

UP TO AN AGGREGATE AMOUNT OF \_\_\_\_\_  
DOLLARS (\$\_\_\_\_\_) available on demand.

PURSUANT TO THE REQUEST OF our customer:

we the:

(Name of the Bank)

hereby establish and give you an Irrevocable Letter of Credit in your favour in the above amount which may be drawn on in whole or in part by you at any time and from time to time upon written demand for payment under the Corporate Seal of the Town made upon us by you which demand we shall honour without enquiring whether you have the right as between yourself and the said customer to make such demand, and without recognizing any claim of our said customer, or objection by it to payment by us.

THE LETTER OF CREDIT we understand relates to those Town services and financial obligations set out in an Agreement between the customer and the Town and referred to as

(Name of Project)

THE AMOUNT of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned by The Corporation of the Town of Shelburne.

THIS LETTER OF CREDIT will continue in force for a period of one year, but shall be subject to condition hereinafter set forth.

IT IS A CONDITION of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.

DATED at \_\_\_\_\_, Ontario, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
COUNTERSIGNED BY:

(Name of Bank)

Per:

\_\_\_\_\_

**SCHEDULE “D”**  
**Cost Estimate of Works**

Intentionally left blank.

**SCHEDULE “E”**  
**Levies, Fees, Assessments and Charges Payable**

At the time of execution, the following charges are payable:

Town of Shelburne Development Charges as per By-law Nos. 31-2015, 19-2020, 20-2020, 21-2020, 46-2020 and 11-2021, as amended, and any successors thereto, due at the time of Municipal Approval of a Building Permit (if applicable).

**SCHEDULE “F”**  
**Regulations for Construction**

Building Code of Ontario;

The applicable By-laws of the Corporation of the Town of Shelburne;

Building By-law of the Corporation of the County of Dufferin;

Ministry of Transportation Ontario (MTO) Permit requirements;

Ontario Ministry of Labour Occupational Standards, including its Health and Safety Standards;

Ontario Ministry of the Environment Standards;

Any permits required from the Town of Shelburne or County of Dufferin for ingress and egress; and

All other applicable law.

**SCHEDULE “G”  
Insurance Requirements**

Prior to commencing any construction of the Development and/or Works and/or the issuance of a Building Permit for the Development and Works, the Owner shall insure against all claims of the character commonly referred to as public liability and property damage. The Owner shall insure against all damages or claims for damages with an insurance company satisfactory to the Town Treasurer. Such policy or policies shall be issued in the name of the Owner and shall name the Town, the engineering firm appointed as the Town Engineers and Ontario Clean Water Agency (OCWA), being the Town’s appointed operator of its water and wastewater systems, as additional named insureds. The minimum limits of such policy shall be as follows:

\$5,000,000.00 for loss or damage resulting from bodily injury to, or death of, one or more persons arising out of the same accident, and \$5,000,000.00 for property damage, or such other minimum limits as may be agreed as between the parties.

The deductible shall be a maximum of \$1,000 per occurrence.

The policy shall be in effect for the period of this Agreement. It is agreed that no blasting shall occur on the property without insurance and approval of the Town. The issuance of such a policy of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible. The Owner shall prove to the satisfaction of the Town, from time to time as the Town Treasurer may require, that all premiums on such policy or policies of insurance have been paid and that the insurance is in full force and effect.

## **SCHEDULE “H”**

### **Statutory Declaration (For Letter of Completion Release of Security)**

I, Ryan Bell, of the City of Waterloo, in the Province of Ontario, do solemnly declare in my capacity as the Chief Executive Officer of Southbridge Health Care GP Inc., and not personally, that:

1. I am the Chief Executive Officer of the Owner, and as such have personal knowledge of the facts hereunder declared.
2. All accounts for labour, subcontracts, products, construction machinery, and equipment and other indebtedness which incurred by contractors and/or subcontractors in the performance of the works required under the Site Plan Agreement relating to the parking area and memorial garden constructed on the lands municipally known as 104 Robert Street, Shelburne, Ontario (the “Development and Works”) for which the Owner might in any way be held responsible have been paid in full under the contracts for the construction of the Development and Works between the Owner and the contractor and/or subcontractors.
3. No charges, claims, liens, preserved or perfected liens have been made, brought or registered pursuant to the Construction Lien Act, R.S.O. 1990, c. C.30, as amended, arising out of the performance of this Agreement by the Owner and its servants, employees, agents and contractors, or if any such charges, claims, liens, preserved or perfected liens have been made, brought or registered pursuant to the Construction Lien Act, R.S.O. 1990, c. C.30, as amended, arising out of the performance of this Agreement by the Owner and its servants, employees, agents and contractors they have been paid, discharged, and/or released, and I further confirm that I have been advised by the Owner’s solicitor that the time for making any such charges, claims, liens, preserved or perfected liens pursuant to the Construction Lien Act, R.S.O. 1990, c. 30, as amended, has expired, and are now statutorily barred.
4. I am not aware of any litigation, pending litigation, claims, and/or disputes arising out of the performance of this Agreement by the Owner and its servants, employees, agents and contractors with respect to the construction, installation and operation of the Development and Works under this Agreement.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

DECLARED before me at the City of Cambridge, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**SOUTHBRIDGE HEALTH CARE GP INC.**

---

Name: Ryan Bell  
Title: Chief Executive Officer

I have authority to bind the corporation.

THE CORPORATION OF THE TOWN OF SHELBURNE

BY-LAW NO. 49-2019

BEING A BY-LAW TO AMEND BY-LAW 38-2007, AS AMENDED.

WHEREAS an Official Plan has been approved for the Town of Shelburne.

AND WHEREAS authority is granted under Section 34 of the Planning Act, R.S.O. 1990, C.P.13 and amendments thereto, to enact this By-law.

NOW THEREFORE the Council of the Corporation of the Town of Shelburne enacts as follows:

- 1. That Schedule “A” of By-law 38-2007, as amended, be further amended by rezoning the lands described legally as Lots 1 & 2, Block 29, Plan 15A, and known municipally as 104 Robert Street, Town of Shelburne, from Residential Type Two (R2) Zone to Residential Type Two Exception Two (R2-2) Zone as shown on Schedule “A1” to this By-law.
- 2. That Section 4.2.3 of By-law 38-2007 be amended by adding the following Special R2-2 Zone:

“4.2.3.2 Residential Type Two Exception Two (R2-2) Zone

4.2.3.2.1 Notwithstanding the requirements of subsection 4.2.1 to the contrary, on lands zoned R2-2 on Schedule “A” hereto, the permitted uses shall include a landscaped memorial garden and a parking area for the Shelburne residence Retirement and Nursing Home located 200 Robert Street., limited to a maximum of 17 parking spaces oriented at an angle of 45 degrees to the central driving aisle which shall be designed for one-way traffic only.

4.2.3.2.1 Notwithstanding the requirements of subsection 3.15.6, 3.16.1 and 4.2.2 to the contrary, on lands zoned R2-2 on Schedule “A” hereto the required yards, landscaping and planting strips shall include landscaped open space having a minimum width of 0.78 m from the southerly lot line to the nearest edge of the parking area, 1.0 m from the northerly lot line to the nearest edge of the parking area, 3.7 m from the easterly lot line to the nearest edge of the parking area, and 20.5 metres form the westerly lot line to the nearest edge of the parking area.

4.2.3.2.3 Notwithstanding the requirements of subsection 3.15.3 (i) to the contrary, on lands zoned R2-2 on Schedule “A” hereto, the minimum width of the driving aisle providing access o the parking spaces shall be 3.6 metres.”

All other Permitted Uses and Regulations in the R2 Zone shall apply in accordance with subsections 42.2.”
- 3. That except as amended by this By-law; the subject lands as shown on Schedule “A1” to this By-law, shall be subject to all other applicable regulations of By-law 38-2007, as amended.
- 4. Schedule “A1” attached hereto forms part of this By-law.
- 5. This By-law shall take effect from its date of passage by Council and shall come into force either upon approval by the Ontario Municipal Board or upon compliance with Section 34 of the Planning Act, R.S.O. 1990, C.P. 13.

BY-LAW READ A FIRST AND SECOND TIME THIS 26<sup>th</sup> DAY OF AUGUST, 2019.

BY-LAW READ A THIRD TIME AND FINALLY PASSED THIS 28<sup>th</sup> DAY OF FEBRUARY, 2022.

.....  
MAYOR

.....  
CLERK



SCHEDULE A1 TO BY-LAW NO. 49-2019



Zone change from R2 to R2-2

## **EXPLANATORY NOTE**

The purpose and effect of this amendment to Zoning By-law 38-2007 is to change the zoning of the property describe legally as Lots 1 & 2, Block 29, Plan 15A and known as 104 Robert Street in the Town of Shelburne from Residential Type Two (R2) to Residential Type Two Exception (R2-2) Zone. The amendment will permit a parking area and landscaped memorial garden for the Shelburne Residence Retirement and Nursing Home located at 200 Robert street, to the east of the subject property. Landscaping is required around the periphery of the parking area including yards having a minimum width of 0.78 m from the southerly lot lines to the nearest edge of the parking area; 1.0 m from the northerly lot line to the nearest edge of the parking area; 3.7 m from the easterly lot line to the nearest edge of the parking area, and 20.5 metres form the westerly lot line to the nearest edge of the parking area. A maximum 17 parking spaces are permitted on the site and shall be angled at 45 degrees to a one-way driving aisle having a minimum width of 3.6 m. The site shall be developed in accordance with an approved site plan, and the required site plan application has been filed by the property owner.