The Corporation of the Township of Selwyn

By-law Number 2019-038

Being a By-law to Authorize the Execution of a Garden Suite Agreement between Peter Andrew Dilworth and Beverly Rose Painter; and the Corporation of the Township of Selwyn with regard to the Temporary Development of Lands for the Purpose of a Garden Suite.

Whereas the Ontario Municipal Act, 2001, S.O. 2001, c. 25, Section 2, as amended, states that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction, and as such, municipalities are given powers and duties under this Act, and many other Acts, for the purpose of providing good government with respect to those matters; and

Whereas the Ontario Municipal Act, 2001, S.O. 2001, c. 25, Section 5.3, as amended, states that a municipal power shall be exercised by By-law unless the municipality is specifically authorized to do otherwise;

Now Therefore, the Council of the Corporation of the Township of Selwyn hereby enacts as follows:

1. That the Mayor and the Clerk be authorized to execute an agreement between Peter Andrew Dilworth and Beverly Rose Painter; and the Corporation of the Township of Selwyn with regard to the an application to the Township pursuant to the provisions of Section 39 of the Planning Act, R.S.O. 1990 c.P.13, as amended, to amend the Township of Selwyn’s Comprehensive Zoning By-law No. 2009-021, as amended, to permit the lands to be temporarily developed for the purpose of a Garden Suite.

2. That a copy of the Agreement is attached hereto.

Read a first, second, and third time and finally passed this 9th day of April, 2019.

____________________
Andy Mitchell, Mayor

____________________
Angela Chittick, Clerk

Corporate Seal
This Garden Suite Agreement made this ***** day of ******, 2019

Between:

The Corporation of the Township of Selwyn, in the County of Peterborough, in
the Province of Ontario,
(hereinafter referred to as the “Township”),

- and -

Peter Andrew Dilworth and Beverly Rose Painter
(hereinafter referred to as the “Owner”),

of the First Part

of the Second Part.

Whereas the Owner of the lands described in Schedule ‘A’ attached hereto (hereinafter referred to and the “Lands”);

And whereas the Owner has applied to the Township pursuant to the provisions of Section 39 of the Planning Act, R.S.O. 1990 c.P.13, as amended, to amend the Township of Selwyn’s Comprehensive Zoning By-law No. 2009-021, as amended to permit the lands to be temporarily developed for the purpose of a Garden Suite;

And whereas this is the Garden Suite Agreement provided for under Section 39.1 of the Planning Act, and the Township of Selwyn’s Comprehensive Zoning By-law No. 2009-021, as amended;

And whereas the Township considered the Owner’s request for a Garden Suite to be in the public interest provided that certain conditions as hereinafter set are complied with;

Now therefore, this Agreement witnessed that, in consideration of the covenants hereinafter contained and in consideration of the Township enacting an amendment to the Township of Selwyn Comprehensive Zoning By-law No. 2009-021, as amended to provide for a Garden Suite to be erected on the Lands described in Schedule “A”, the Parties hereto agree with each other as follows:

1.0 Registration

1.1 This Agreement affects the lands described in Schedule “A” attached hereto (hereinafter referred to as the “Lands”) and the Owner hereby charges the Lands with the performance of this Agreement. The Owner hereby consents to the registration of this Agreement against the title of the Lands.

1.2 The Owner agrees to pay to the Township an agreement preparation and registration fee in the amount of $613.80.

2.0 General Works and Conditions

2.1 The Owner agrees that:

2.1.1 When placing the Garden Suite on the Lands, to follow the provisions set out in Sections 3.12 and 4.12 of By-law No. 2009-021, as amended;

2.1.2 After the Garden Suite is installed in accordance with the provisions of Sections 3.12 and 4.12 of By-law No. 2009-021, as amended, the Owners agree not to make any changes to the Garden Suite
without written authorisation from the Township and to maintain the
garden suite in good repair;

2.1.3 The garden suite will be occupied exclusively by

2.1.4 The garden suite will be removed prior to ceasing to own the
lands, and to inform any prospective purchasers of the lands, of
this requirement;

2.1.5 Further to Section 2.1.4, the garden suite will be removed from the
lands within six (6) months of

2.1.6 The Township and its servants and employees shall be granted the
right to enter upon the lands to inspect for the purposes of
ensuring that the provisions of the agreement are being complied
with.

2.1.7 The garden suite is of a temporary nature only and does not
become permanently affixed to the lands and will remain in place
during the term of this agreement.

3.0 Release and Indemnity

3.1 No work, act, matter or thing done or omitted to be done by the Township,
its officers, employees or agents or Township Council, pursuant to or in
connection with the agreement, shall give rise to any action, claim,
counter-claim or demand by the Owner, or the Owner’s heirs, executors,
administrators, successors or assigns, for damages or compensation of
any kind because of such work, act, matter or thing done or omitted to be
done by the Township, its officers, employees or agents or Township
Council, pursuant to or in connection with this agreement.

3.2 The Owner agrees to indemnify and forever save harmless the Township,
its officers, employees or agents or Township Council, from any claim,
suit, demand, action, costs or causes of action against the Township
by any other party, arising out of or in connection with this agreement or any
work, act, matter or thing done or omitted to be done by the Township, its
officers, employees or agents or Township council pursuant to or in
connection with this agreement.

3.3 The Owner shall be released from all obligations contained herein upon
the removal of the Garden Suite, at which time the Township will execute
a Release in registerable form to be registered on title at the expense of
the Owners.

4.0 General Provisions

4.1 Every provision of this agreement by which the Owner is obligated to
perform in any way is to be deemed to include the words “at the risk and
expense of the Owner” unless any such provision expressly provides to
the contrary.

4.2 If any section or sections or part or parts of a section or sections in this
Agreement are determined by any Court or tribunal of competent
jurisdiction to be illegal or unenforceable, it or they shall be considered
separate and severable from this agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto as though the said section or sections or part or parts of a section or sections had never been included.

4.3 Nothing contained in this Agreement shall relieve the Owner from complying with all applicable municipal By-laws, provincial and federal statutes and regulations thereunder.

4.4 This Agreement shall be read with such changes of gender and number as the context may require.

4.5 The following scheduled attached hereto shall be deemed to form a part of this Agreement:

Schedule “A” Legal Description of the Lands

4.6 This agreement comes into force and effect at such time as Zoning By-law 2019-037 has received a Clerk’s Final Affidavit or has been approved by the Local Planning Appeal Tribunal.

In witness whereof the parties have hereunto caused their corporate seals to be affixed and attested by their proper officers and the individual parties have hereunto set their hands and seals, at the times and places indicate.
Sign, Sealed & Delivered this ***** day of *****, 2019 at the Township of Selwyn, in the County of Peterborough, in the Province of Ontario.

The Township of Selwyn

Per: _____________________________
Andy Mitchell, Mayor

Per: _____________________________
Angela Chittick, Clerk

Signed, Sealed & Delivered this ***** day of *****, 2019 at the Township of Selwyn in the Province of Ontario.

Witness Signature

Per: _____________________________
Owner

Name (print)

Per: _____________________________
Owner