Township of Selwyn

Development Agreement

This Agreement made this 13th day of August, 2019.

Between:

‘Rustic Event Barn’
Kathy Bray and Roger Kidd
hereinafter called the “Owner” of the First Part

-and-

The Township of Selwyn
hereinafter called the “Municipality” of the Second Part

Whereas the Municipality passed By-law Number 2019-034 on the 26th day of March, 2019, pursuant to the provisions of Section 34 of The Planning Act, R.S.O, 1990, and has zoned the lands as Agricultural Exception 574 (A-574) Zone.

Whereas the Municipality passed By-law Number 2019-045 on the 26th day of March, 2019, pursuant to the provisions of Section 34 of The Planning Act, R.S.O, 1990, and has zoned the lands as Agricultural Exception 575 (A-575) Zone.

AND WHEREAS pursuant to the provisions of said Section 34, the Owner has been required to enter into this agreement.

1. The Owner agrees to fulfil each of the conditions which follow:

1.0 Capacity

(a) to not allow the total occupancy of the Rustic Event Barn to exceed 138 persons

2.0 Number of Events Per Week

(a) to not allow more than two (2) events within the duration of one (1) week
(b) to hold limited number of additional smaller events during weekday, daytime hours, such as small gatherings or team-building activities.

3.0 Parking

(a) to provide seven (7) parking spaces and two (2) barrier-free parking spaces on-site for event staff and attendees
(b) to accommodate off-site parking for all additional vehicles by providing a shuttle service for attendees to the event venue
(c) Any event requiring more than nine (9) parking spaces would be required to organize off-site parking in accordance with Item (b) and the Traffic Management Plan (TMP), attached hereto as Schedule “B”.

4.0 Noise

(a) during events, to not allow amplified music to play after 11:00pm
(b) to prohibit the operation of any device that exceeds 40 dBA when measured at an Outdoor Point at the closest receptor dwelling
(c) to measure and record sound decibel levels during events, and provide such records to the Township upon request

5.0 Event Venue Season of Operation

(a) to only hold events between the dates of May 1 and October 31, inclusive

6.0 Indoor Storage Season of Operation

(a) to only be used for indoor storage between the dates of November 1 and April 30, inclusive

7.0 Site Plan

(a) to limit the on-farm diversified uses to those areas identified on Schedule “A’ to this Agreement.

8.0 Third Party Enforcement

(a) to hire a third-party company, at the expense of the Owner, to enforce applicable on-site and on-road parking conditions in accordance with the TMP
(b) enforcement of no parking, at the expense of the Owner, will be provided along the Fifth Line west of the property entrance for 500 metres; and east of the property entrance to the Intersection of CR 18/Fifth Line.
(c) enforcement of no parking, at the expense of the Owner, will be provided along County Road 18 (Chemong Road) both north and south of the intersection of CR 18/Fifth Line for 500 metres.

Signatures

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

IN WITNESS WHEREOF the parties hereto have executed this agreement. SIGNED, SEALED AND DELIVERED this _____ day of _____________, 20___

___________________________________  __________________________________
Kathy Bray, dated this 26____ day of July ______, 20___  Roger Kidd, dated this 26____ day of July ______, 20___
THE CORPORATION of THE TOWNSHIP OF SELWYN:


Mayor, dated this _____ day of ______________, 20___


Clerk, dated this _____ day of ______________, 20___
SCHEDULE A
SITE PLAN FOR ON-FARM DIVERSIFIED USE