

The Corporation of the Township of Whitewater Region

By-law Number 17-06-961

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**Being a by-law to authorize a Development Agreement with Ronald Vlaming and Joanna Vlaming to permit an existing dwelling to be used as a temporary residence for a specified period while a new dwelling is being constructed**

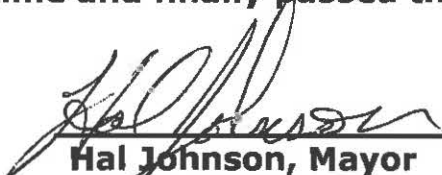
**Whereas**, Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended authorizes a municipality to provide any service or thing that the municipality considers necessary or desirable for the public; and


**Whereas**, the Council of the Township of Whitewater Region has reviewed the attached agreement and is of the opinion that the attached agreement is desirable;

**Now Therefore** the Council of the Township of Whitewater Region enacts as follows:


1. That the Mayor and Chief Administrative Officer/Clerk are hereby authorized to execute the attached agreement to this by-law on behalf of the Corporation of the Township of Whitewater Region.
2. That the agreement attached hereto shall form a part of this by-law.
3. This by-Law shall come into force and take effect upon the date of the final passing thereof.

**Read a first, second and third time and finally passed this 7th day of June, 2017.**

  
\_\_\_\_\_  
**Hal Johnson, Mayor**

  
\_\_\_\_\_  
**Robert H.A. Tremblay, Clerk**

**CERTIFIED TRUE COPY**

  
\_\_\_\_\_  
**Carmen Miller  
Deputy Clerk  
and Commission of Oaths  
Township of Whitewater Region**

## AGREEMENT

Between:

**The Corporation of the Township of Whitewater Region**

**"Hereinafter referred to as the Municipality"**

**-And-**

**Ronald and Joanna Vlaming**

**"Hereinafter referred to as the Owner"**

**Whereas**, the Owner is the owner of lands legally described as Plan 65 Pt BLk D; and;

**Whereas**, the Owner wishes to construct a new dwelling on the said property while continuing to use the existing dwelling as a temporary residence until the new dwelling is completed and an occupancy permit has been obtained; and;

**Whereas**, the Parties have agreed to enter into an agreement providing for the temporary use of the existing dwelling, for a limited period of time, while a new dwelling is being constructed after which the existing dwelling will be removed at the expense of the Owner;

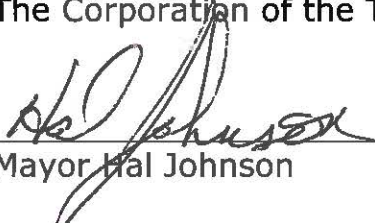
**Therefore in consideration** of the Municipality allowing the existing dwelling to remain on the property, the Parties hereto agree as follows:


1. The Owner agrees that the existing dwelling is a temporary residence only and that constructing a new dwelling on the same property is non-conforming and in violation of Municipal By-Laws.
2. The Owner agrees that the existing dwelling will be demolished to the satisfaction of the Chief Building Inspector no later than one month after an occupancy permit has been issued for the new dwelling. If a later date is required, an extension must be given in writing by the Chief Building Inspector, the decision being exclusively within the discretion of the Chief Building Inspector for the Municipality. A demolition permit must be obtained prior to demolishing the existing dwelling.
4. That the Owner will deliver to the Municipality the sum of **One Thousand Eight Hundred (\$1,800.00)** Dollars by way of cash, cheque or a Banking Letter of Credit to be held as surety for the performance of this Agreement. In the event the Owner fails to honour the terms of this Agreement, the Municipality will be at liberty to enter onto the property of the Owner and demolish/remove the existing building using the surety funds for that purpose and in the event that the Municipality in demolishing/removing the said structure incurs further costs beyond the said One thousand eight hundred dollars (\$1800) the Municipality will add the additional costs as a lien on the property and collect the same as taxes.

4. The Owner agrees that the new dwelling will be erected on the premises in accordance with the former Town of Cobden Zoning By-law 89-14 and all other applicable by-laws. Upon mutual consent of this agreement, the Municipality will issue all required permits once we have received the proper applications and all required documentation.
5. The Owner agrees that the Municipality may if it so desires register notice of this Agreement on the Owner's title.
6. This agreement shall ensure to the benefit of and be binding on the respective heirs, executors, administrators and assigns of each of the parties to it.

Dated at Cobden, Ontario this 7th day of June 2017.

The Corporation of the Township of Whitewater Region

  
\_\_\_\_\_  
Mayor Hal Johnson

  
\_\_\_\_\_  
CAO/Clerk Robert Tremblay

*We have authority to bind the Corporation.*

\_\_\_\_\_  
Ronald Vlaming

\_\_\_\_\_  
Joanna Vlaming