

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2025-40

A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND RADHA SOAMI SOCIETY BEAS CANADA. (Site Plan Agreement)

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the County of Dufferin and Radha Soami Society Beas Canada, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 28th day of August, 2025.

Original signed by:

Janet Horner, Warden



Original signed by:

Michelle Dunne, Clerk

For a complete copy of the agreement, please contact the Clerk's Division.

SITE PLAN AGREEMENT

THIS AGREEMENT made this 22 day of July, 2025.

BETWEEN:

RADHA SOAMI SOCIETY BEAS CANADA
("Owner")

Party of the FIRST PART

- and -

THE CORPORATION OF THE COUNTY OF DUFFERIN
("County")

Party of the SECOND PART

WHEREAS the Owner warrants that it is the owner in fee simple of the Subject Land and the Adjacent Land as described in **SCHEDULE "A"** attached hereto; and

WHEREAS the Subject Land and Adjacent Land are subject to site plan control pursuant to Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended; and

WHEREAS the County now requires the Owner to enter into a new Agreement to replace the July 16, 2024, Agreement between the Owner, the County and the Township of East Garafraxa to address matters that are specifically and solely the responsibility of the County all to the satisfaction of the County.

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. For the purposes of this Agreement, the following definitions shall apply;
 - (a) “Adjacent Land” shall mean the land directly adjacent to the south of the Subject Land, referred to as the Adjacent South Land, as is legally described in **SCHEDULE “A”** attached hereto
 - (b) “Annual Event” shall refer to an event on the Subject Land and Adjacent South Land in addition to regular Weekly Service Hours held up to once per calendar year for one or two consecutive calendar days in July or August. Annual Events are subject to the conditions of use set out in this Agreement and are characterized by increased attendance and extended periods of spiritual discourse.
 - (c) “Building Permit” means a Building Permit issued pursuant to the *Building Code Act*, S.O. 1992, c. 23.
 - (d) “Chief Building Official” shall mean the Chief Building Official of the County of Dufferin and includes his or her designate or other duly appointed official, pursuant to the *Building Code Act*, S.O. 1992, c. 23.
 - (e) “County” shall mean the Corporation of the County of Dufferin and/or its authorized employee(s) or representative(s), including any persons retained to give advice for the implementation and enforcement of this Agreement.
 - (f) “Entrance Permit” means the County of Dufferin Entrance Permit or Permits required under County Entrance Policy 5-3-17.
 - (g) “GRCA” shall mean the Grand River Conservation Authority.
 - (h) “MECP” shall mean the Ontario Ministry of the Environment and Conversation and Parks.
 - (i) “Owner” shall mean Radha Soami Society Beas Canada as well as any and all subsequent owners of the Subject Land or any part thereof.
 - (j) “Subject Land” shall mean the land as described in **SCHEDULE “A”** attached hereto.
 - (k) “Venue Transportation Operation Plan” or “VTOP” shall mean the traffic and transportation plan as set out in **SCHEDULE “D”** attached hereto, prepared at the sole cost of the Owner, by an expert in transportation and traffic management for large scale events, to plan and provide for the safe and efficient travel of the projected number of participants to and from the Annual Event, along with any updates and reviews undertaken to study improvements to the plan.
 - (l) “Weekly Service Hours” or “Weekly Event” shall mean Sundays from 10:00 A.M. to 11:30 A.M