

**THE CORPORATION OF THE MUNICIPALITY OF POWASSAN**

**BY-LAW NO. 2013-31**

**Being a By-law to Enter into A Site Plan Agreement (IDA)**

**WHEREAS** Council for the Corporation of the Municipality of Powassan established Site Plan Control policies in its Official Plan;

**AND WHEREAS** Section 41(2) and 41(3) of The Planning Act, R.S.O 1990 c. P. 13, as amended provides that where in an Official Plan an area is shown or described as a proposed Site Plan Control area, the Council of the local Municipality may designate the whole or any part of such area as a Site Plan Control area and further that Site Plan Control areas may be designated on the basis of their zone category and/or use as defined in the Municipality's Comprehensive Zoning By-law;

**AND WHEREAS** Council approved Site Plan By-law 2002-31 to establish site plan control within the settlement areas;

**AND WHEREAS** the Council of the Municipality of Powassan deems it necessary and in the public interest to enter into a site plan agreement with POWCAL REALTY Mr. Stan Francic regarding 497 Main Street Powassan,

**NOW THEREFORE** the Council for the Corporation of the Municipality of Powassan hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized to sign a site plan agreement between the Municipality of Powassan and POWCAL REALTY a copy of which is attached hereto as Schedule A-1, and is hereby forms part of this By-law.
2. That this By-law shall come into force and take effect on the date of its final passing.

**BY-LAW READ A FIRST AND SECOND TIME, THIS 18th DAY OF June, 2013.**

**BY-LAW READ A THIRD TIME AND FINALLY PASSED THIS 2<sup>nd</sup> DAY OF July, 2013.**

**THE CORPORATION OF THE  
MUNICIPALITY OF POWASSAN**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

**THIS SITE PLAN AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2013

**B E T W E E N:**

**THE CORPORATION OF THE MUNICIPALITY OF POWASSAN**

(hereinafter referred to as the "Municipality")

OF THE FIRST PART,  
- and -

**POWCAL REALTY INC.**

(hereinafter referred to as the "Owner")

OF THE SECOND PART.

**WHEREAS** STAN FRANCIC is the registered Owner of the lands affected hereby;

**AND WHEREAS** the Owner, has requested zoning approval to construct one apartment dwelling unit on lands subject to this Agreement;

**AND WHEREAS** lands in the Municipality are subject to site plan control pursuant to Municipal By-law 2002-31;

**AND WHEREAS** the Municipality desires to clarify the roles and responsibilities for certain aspects of the development through this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of mutual benefits, the Parties hereto agrees as follows:

#### **SECTION I - LANDS TO BE BOUND**

- 1) The lands to be bound by the terms and conditions of this Agreement (sometimes referred to as "the subject lands"), are located in the Municipality of Powassan and are more particularly described in Schedule "A" hereto.

#### **SECTION II - COMPONENTS OF THE AGREEMENT**

- 1) The text, consisting of Sections I through VII, and the following Schedules, which are attached hereto, constitute the components of this Agreement.

Schedule "A" - Legal Description of the Lands being developed.

Schedule "B" - Site Plan

#### **SECTION III - REGISTRATION OF AGREEMENT**

- 1) This Agreement shall be registered on title to the Subject Lands at the expense of the OWNER;
- 2) The OWNER agrees that all documents required herein shall be submitted in a form suitable to the MUNICIPALITY and suitable for registration, as required;

- 3) The OWNER agrees to have the MUNICIPALITY register this Agreement at the expense of the OWNER.

#### **SECTION IV - BUILDING PERMITS**

- 1) The OWNER agrees to not request the Chief Building Official to issue a building permit to carry out any development until this Agreement has been registered on title to the lands described in Schedule "A" attached hereto.
- 2) On any application for a Building Permit and prior to the issuance thereof, the OWNER shall submit such plans, specifications and approvals with respect to the project as are required to the MUNICIPALITY for the approval of the Chief Building Official.

#### **SECTION V - PROVISIONS**

- 1) The OWNER understands and agrees that this Agreement is intended to bind the OWNER with respect to provisions related to development and maintenance of the Subject Lands.
- 2) The OWNER acknowledges and agrees that the site plan is not geo-referenced and cannot be relied upon to confirm the location of utilities, watermain and related infrastructure. The OWNER assumes full responsibility to confirm the location of such utilities and features and to prevent disruption or damage to such features prior to site alteration.
- 3) The OWNER agrees that vehicle ingress and egress to the site shall be provided only in the manner shown in the site plan attached as Schedule "B" to this Agreement.
- 4) The OWNER agrees to maintain a minimum of 14 parking spaces as shown on Schedule "B" and that on-street parking shall be utilized only for commercial patrons.
- 5) The OWNER agrees to maintain the parking area in an orderly manner and to apply dust suppressant and conduct regular maintenance of the parking area.
- 6) The OWNER agrees that all vehicles parked on site will be licensed and in working order.
- 7) The OWNER agrees to incorporate accessibility measures in the main floor of the building and parking area.
- 8) The OWNER agrees to provide access to the main floor apartment through a common entrance and vestibule currently utilized by the occupants of the upper floor apartments but independent of the commercial entrance.
- 9) The OWNER agrees to replace the existing window facing Main Street with opaque glazing or a narrower window at least 2 metres above grade and to maintain the entire building in a manner that is complementary to the Main Street and primary commercial use of the building.
- 10) The OWNER agrees to dedicate a communal storage vestibule for garbage and recycling and ensure such facility is contained to prevent access by rodents, vermin, cats or dogs.
- 11) The OWNER agrees to keep the sidewalk free and clear of refuse and debris.
- 12) The OWNER agrees to provide for winter maintenance and snow removal on site and agrees to remove snow from the site at the request of the Municipality if such snow storage areas are considered to present a hazard or risk to the public.
- 13) The OWNER agrees to maintain the structure and site in compliance with the Ontario Fire Code.
- 14) Where the OWNER installs outdoor lighting, it shall be for the primary purpose of ensuring the security and

safety of residents and shall be installed and oriented to minimize glare and direct exposure to neighbouring residents.

- 15) The OWNER agrees to permit inspection of the subject lands by any Municipal Official or its authorized agent.
- 16) The OWNER agrees to reimburse the MUNICIPALITY for all costs associated with the preparation, administration, registration and processing of this Agreement.

#### **SECTION VI - BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, NOTICE, PENALTY**

- 1) This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the subject lands.
- 2) This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of each of the PARTIES hereto.
- 3) This Agreement shall come into effect on the date of execution by the MUNICIPALITY.
- 4) The MUNICIPALITY shall not release any security held in accordance with Agreement in whole or in part until the MUNICIPALITY is satisfied that the OWNER has fulfilled all obligations specified under this Agreement.
- 5) Prior to initiating any site work or alteration the OWNER agrees to obtain any permit required under any applicable Provincial or Federal legislation or regulation. Nothing in this Agreement shall relieve the OWNER from complying with all other applicable by-laws, laws or regulations of the MUNICIPALITY or any other laws, regulations or policies established by any other level of government. Nothing in this Agreement shall prohibit the MUNICIPALITY from instituting or pursuing prosecutions in respect of any violations of the said by-laws, laws or regulations.
- 6) The OWNER covenants and agrees to release and forever discharge the MUNICIPALITY from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise either as a result of the failure of the MUNICIPALITY to carry out any of its obligations under this Agreement, or, as a result of the MUNICIPALITY performing any municipal work on adjacent properties which may damage or interfere with the works of the OWNER, provided that such default, failure or neglect was not caused intentionally or through negligence on the part of the MUNICIPALITY, its servants or agents.
- 7) The OWNER covenants and agrees to release and forever discharge the MUNICIPALITY from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise as a result of the OWNER undertaking site alteration, constructing and maintaining the physical works specified in this Agreement.
- 8) Any notice required to be given pursuant to the terms hereto shall be in writing and mailed or delivered to the other at the following address:

OWNER NAME AND ADDRESS:

Powcal Realty Inc.  
Mr. Stan Francic  
2525 Rosehill Garden Drive  
Unit 301  
Windsor, Ontario  
N8T 3J8

MUNICIPALITY:

Clerk-Treasurer  
Municipality of Powassan  
Powassan, Ontario  
P0H 1 Z0

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

**IN WITNESS WHEREOF** the OWNER and the MUNICIPALITY have caused their corporate seals to be affixed over the signatures of their respective signing officers.

**THIS AGREEMENT** was executed by the duly authorized signing officers of each party and sealed this  
day of , 2013.

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Owner

**THE CORPORATION OF THE MUNICIPALITY OF POWASSAN**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor, Peter McIsaac

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Clerk, Maureen Lang

**SCHEDULE "A"**

**Legal Description**

**Block 3, Part Lot 1, Plan 43 in the Municipality of Powassan**

**SCHEDULE “B”**

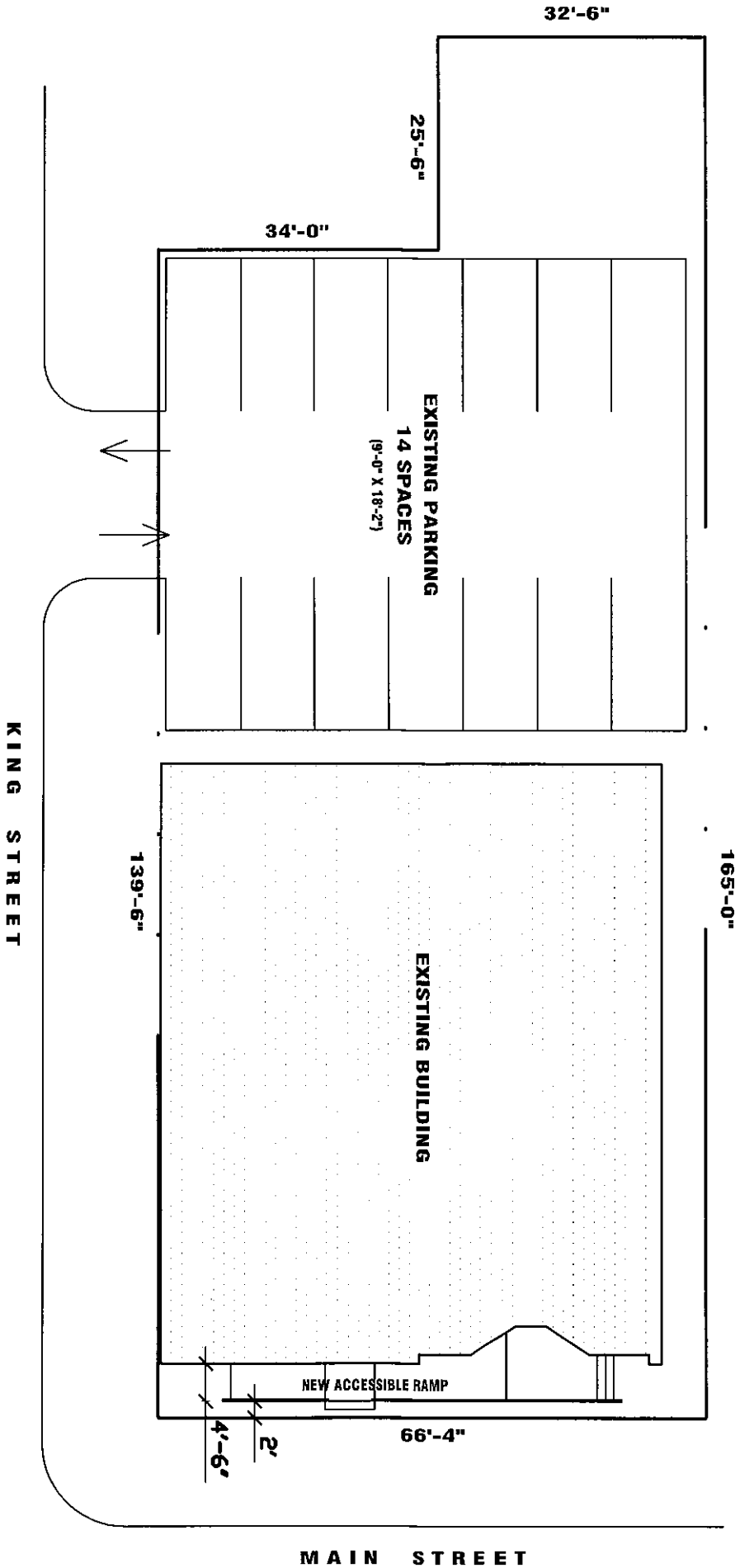
**Site Plan dated April 23, 2013 and Main Floor Plan dated April 29, 2013**

PROPOSED SITE PLAN

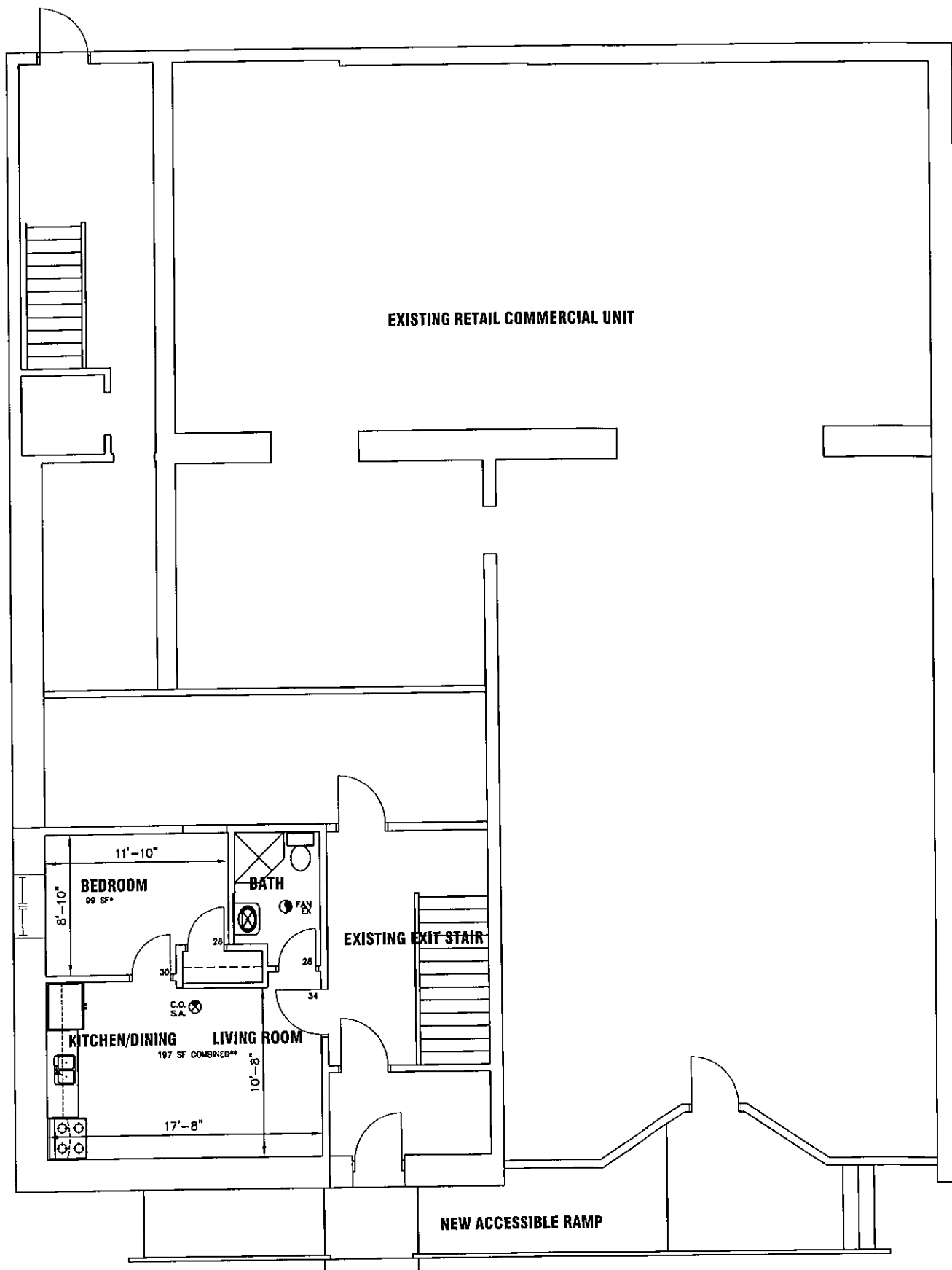
BUILDING AREAS:  
MAIN FLOOR 4276 SF  
SECOND FLOOR 2760 SF  
SECOND FLOOR 7036 SF

ALL DIMENSIONS ARE APPROXIMATE  
SITE AREA: 10,080 SF

APRIL 23, 2013







\*\*9.5.7.2. MASTER BEDROOM  
MIN. AREA REQUIRED 95 SF  
99 SF PROVIDED

\*\*9.5.4.1.(2), 9.5.5.1.(1), 9.5.6.1.(1)  
LIVING AREA, DINING AREA, KITCHEN COMBINED  
MIN. AREA REQUIRED 193 SF  
197 SF PROVIDED

NOTE: ALL FIRE SEPARATIONS AND CLOSERS  
MUST MEET MIN. FIRE RESISTANCE RATINGS  
AS PER O.B.C. PART 9 AND 11.

MINIMUM WINDOW AND GLASS AREAS MUST  
MEET MIN. O.B.C. REQUIREMENTS  
9.7.1.3.(1) BEDROOM WINDOW SHALL HAVE  
A MINIMUM UNOBSTRUCTED AREA OF 3.8 SF  
WITH NO DIMENSION LESS THAN 15".

## PROPOSED MAIN FLOOR PLAN

APRIL 29, 2013

407 MAIN STREET, POWASSAN

BY: ROBERT UNIS