

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN
BY-LAW NO. 2014-14

Being a By-law to Enter into a Site Plan Agreement (Piper)

WHEREAS Council for the Corporation of the Municipality of Powassan established Site Plan Control policies in the 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 in 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 CLARE PIPER ENTERPRISES LTD. , Mr. Todd Piper regarding 829 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 Clare Piper Enterprises Ltd., a copy of which is attached hereto as Schedule A-1, and 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 on the 15th day of April 2014.

BY-LAW READ A THIRD TIME and finally passed this 6th day of May 2014.



Mayor



Clerk

THIS SITE PLAN AGREEMENT made this 24 day of March, 2014

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

(hereinafter referred to as the "Municipality")

OF THE FIRST PART,

- and -

CLARE PIPER ENTERPRISES LTD.

(hereinafter referred to as the "Owner")

OF THE SECOND PART.

WHEREAS the Owner, has obtained Provisional Consent for a boundary adjustment for 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 requires certain changes and improvements to the land subject to this agreement; and,

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of mutual benefits, the Parties hereto agree 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 subject to this Agreement

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 and the provisions set out in this Agreement have been fulfilled to the satisfaction of the Municipality.
- 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 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 on the site plan attached as Schedule "B" to this Agreement. Any existing access to lands owned by the MTO shall be stopped up and closed.
- 4) The OWNER agrees to install a private septic system and well as conceptually identified on Schedule B to this Agreement on or before the four-year anniversary of this Agreement being executed.
- 5) The OWNER agrees the only water utilized and wastewater generated on-site will be related to domestic purposes.
- 6) The OWNER agrees that all industrial-related liquid and solid waste or refuse generated on-site will be safely disposed of at a Provincially approved landfill or related facility.
- 7) The OWNER agrees to maintain the parking and storage area in an orderly manner and to apply dust suppressant and conduct regular maintenance of the parking and storage area. Where a sea container or trailer is to be used for storage purposes, such container or trailer shall be stored directly behind the building.
- 8) The OWNER agrees that all vehicles parked on site will be licensed and in working order.
- 9) The OWNER agrees to maintain a natural landscaped buffer together with permanent signage along the frontage of the subject lands.
- 10) The OWNER agrees that any future renovation or expansion shall include the establishment of an employee access from the northern exterior of the building.
- 11) The OWNER agrees to maintain the structure and site in compliance with the Ontario Fire Code.
- 12) 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.
- 13) The OWNER agrees to permit inspection of the subject lands by any Municipal Official or its authorized agent.
- 14) 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) 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.
- 5) 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.
- 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 as a result of the OWNER undertaking site alteration, constructing and maintaining the physical works specified in this Agreement.
- 7) 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:

CLARE PIPER ENTERPRISES LTD.
Todd Piper
825 Main St, RR 1
Powassan, Ontario P0H 1Z0

MUNICIPALITY:

Maureen Lang, Clerk-Treasurer
Municipality of Powassan
486 Main St, Box 260
Powassan, Ontario P0H 1Z0

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 24 day of March, 2014.

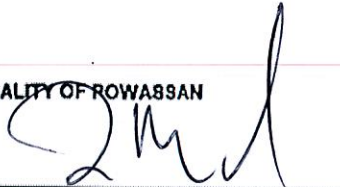
SIGNED, SEALED AND DELIVERED
in the presence of:


Witness


Todd Piper - Clare Piper Enterprises Ltd.

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN


Witness


Mayor, Peter McIsaac


Witness

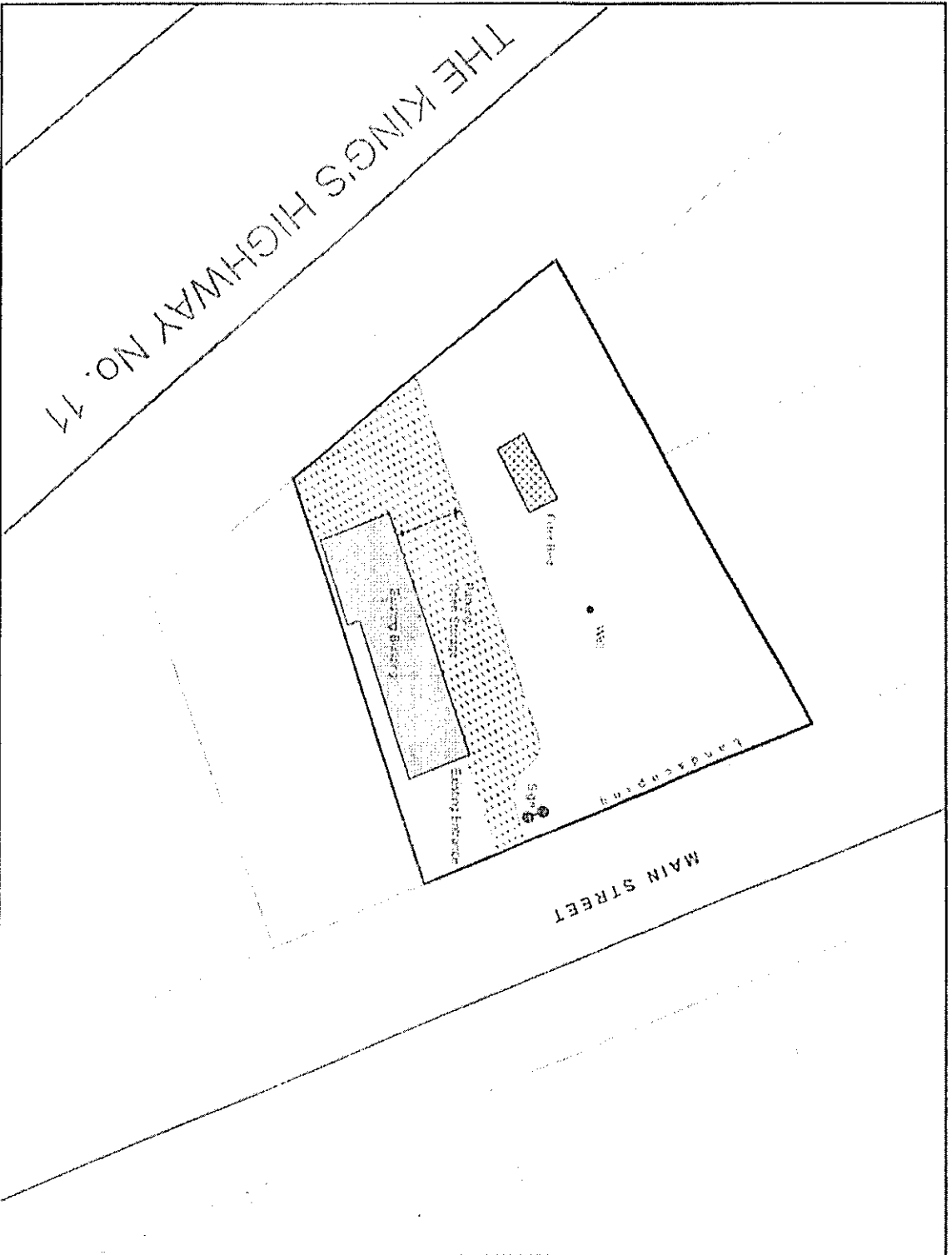

Clerk, Maureen Lang

SCHEDULE "A"

Legal Description

**Lot 16, Registrar's Compiled Plan 320 and Part 1, Plan 42R-20106
(South Himsworth) in the Municipality of Powassan**

SCHEDULE "B"
Site Plan



Part 1, Plan 42R-20106 and
Lot 16, Registrar's Compiled
Plan 320,
Part Lot 16, Concession 11:
(South Himsworth) in the
Municipality of Powassan





Resolution no. 2014-214

Date: May 6, 2014


Moved by *[Signature]*

Seconded by _____

That By-law 2014-14, being a By-law to enter into a Site Plan Agreement (Piper).

READ a FIRST and SECOND time on April 15, 2014.

READ a **THIRD** and **FINAL** time and considered passed as such in open Council on May 6, 2014.

☒ Carried ☐ Defeated ☐ Deferred ☐ Lost

 Mayor

Recorded Vote: Requested by _____

Name	Yeas	Nays	Name	Yeas	Nays
Councillor Nancy Barner			Councillor Roger Glabb		
Councillor Dave Britton			Councillor Todd White		
Councillor Steven Eide			Mayor Peter McIsaac		
Councillor Gerry Giesler					

AGENDA ITEM NO. 10.4
DATE: May 6/14