

Date: June 16, 2015

Moved by Ed Wren

Seconded by Roger J. Mills

That By-Law 2015-19, being a By-law to enter into a Site Plan Agreement for lands described legally as Part Lot 23, Block 2, Plan 43 and Lot 25, Block 2, Plan 43 in the Municipality of Powassan,

READ a FIRST and SECOND time, and a THIRD and FINAL time and adopted as such in open Council meeting this the 16th day of June 2015.

~~Carried~~

Defeated

Deferred

Lost

Mayor

Recorded Vote: Requested by _____

Name	Yeas	Nays	Name	Yeas	Nays
Councillor Ted Weiler			Mayor Peter McIsaac		
Councillor Markus Wand					
Councillor Roger Glabb					
Councillor Dave Britton					

AGENDA ITEM NO. 10.1

DATE: June 16/15

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

BY-LAW NO. 2015-19

**Being a By-law to Enter into a Site Plan Agreement for lands described legally as
Part Lot 23, Block 2, Plan 43 and Lot 25, Block 2, Plan 43
in the Municipality of Powassan**

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 of Powassan and Trout Creek;

AND WHEREAS the Council of the Municipality of Powassan deems it necessary and in the public interest to enter into a site plan agreement to permit the construction of a mixed-use commercial and residential building;

AND WHEREAS Section 40 of The Planning Act, R.S.O 1990 c. P. 13, as amended authorizes a municipality to accept cash-in-lieu of parking;

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 enter into a site plan agreement and cash-in-lieu of parking agreement between the Municipality of Powassan and Pioneer Town Square Inc., 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, THIS 16th DAY OF JUNE 2015.

BY-LAW READ A THIRD TIME AND FINALLY PASSED THIS 16th DAY OF JUNE 2015.

**THE CORPORATION OF THE
MUNICIPALITY OF POWASSAN**



Mayor



Clerk

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

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BY-LAW READ A FIRST AND SECOND TIME, THIS 16th DAY OF JUNE 2015.

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**THE CORPORATION OF THE
MUNICIPALITY OF POWASSAN**



Mayor



Clerk

THIS SITE PLAN AGREEMENT made this 16th day of June, 2015

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 -

POWASSAN TOWN SQUARE INC.

(hereinafter referred to as the "Owner")

OF THE SECOND PART.

WHEREAS Powassan Town Square Inc. is the registered Owner of the lands affected hereby;

AND WHEREAS the Owner, intends to construct a commercial building with upper level residential apartments on the lands subject to this Agreement;

AND WHEREAS lands in the Municipality are subject to site plan control pursuant to Municipal By-laws 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 VI, 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 up to a cost of \$700.00.

- 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) This Agreement shall only apply to the construction of a commercial building with 10 second storey apartment dwelling units on the footprint set out in Schedule B containing approximately 12,000 square feet of commercial space on the main floor and 12,000 square feet of leasable space on a basement floor with walkout entrance at the rear or west side.
- 2) The OWNER agrees to not request the Chief Building Official to issue a building permit to carry out any development except in accordance with this agreement unless mutually agreed to by both parties.
- 3) 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 for the review and 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 site alteration, development and maintenance of the Subject Lands.
- 2) The OWNER agrees to comply with all specifications related to lot grading and storm water management as approved by the Municipal Engineer prior to and during construction and agreed to by OWNER. The OWNER takes full responsibility to ensure that such lot grading and storm water management measures will be properly installed and constructed in accordance with the approved and agreed to storm water management plan. OWNER's responsibility for construction is limited to property owned and controlled by OWNER.
- 3) The OWNER acknowledges and agrees that the site plan and lot grading plan cannot be relied upon to confirm the location of utilities, water mains and related infrastructure. The Municipality is required to provide the OWNER with all available information related to the above. The OWNER assumes full responsibility to connect to such utilities and features and aims to prevent disruption or damage to such features prior to site alteration.

The OWNER agrees to acquire leasehold rights over adjacent lands described as Part Lot 22 and all of Lots 24 and 26, Block 2, Plan 43 and to construct thereon a parking lot for the use of tenants, visitors and patrons of the commercial and residential building authorized by this agreement.

- 4) The OWNER agrees to act on the recommendations and specifications of the Municipality's engineer, as agreed to by both parties, where it is necessary to address storm drainage in order to minimize the risk of erosion and/or flooding and agrees to allow inspection of the site by the engineer during construction.
- 5) The OWNER agrees to incorporate accessibility measures in the building.
- 6) 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.
- 7) The OWNER agrees to provide for winter maintenance and snow removal on site.
- 8) The OWNER agrees to maintain the structure and site in compliance with the Ontario Fire Code.
- 9) The OWNER agrees not to block the Right-of-Way identified on Schedule "A" as per the existing

requirements on title for Lot 23.

- 10) The OWNER agrees not to install holding tanks below ground.
- 11) During construction, the OWNER agrees to permit inspection of the subject lands by any Municipal Official or its authorized agent.
- 12) The OWNER agrees to have the on-site lot grading and storm water management works inspected and certified by a qualified professional.
- 13) The OWNER agrees to reimburse the MUNICIPALITY for all costs associated with the preparation, administration, registration and processing of this Agreement prior to the issuance of a building permit up to an upset cost of \$1,500.00.

SECTION VI – WAIVER OF MINIMUM PARKING REQUIREMENTS

- 1) This section constitutes an agreement under Section 40 of the Planning Act to relieve the OWNER of the parking requirements imposed by Section 3.21 and Table 1 of Zoning By-law 2003—38.
- 2) The MUNICIPALITY agrees that the OWNER shall not be required to provide any parking spaces on or in connection with the development of the lands described in Schedule A in accordance with the terms of this agreement or any amendment thereto.
- 3) In lieu of the parking requirement, the OWNER agrees to pay a one-time payment on the signing of this agreement to the MUNICIPALITY in the amount of \$1.00 for each parking space that would have been required by 3.21 and Table 1 of Zoning By-law 2003—38 which number is hereby fixed at 132.
- 4) In fixing the amount of the payment in lieu, the MUNICIPALITY has taken into account the following factors:
 - (a) That this is a redevelopment of an existing downtown site where the previous commercial uses had provided no significant on-site parking and it is desirable that the site be redeveloped.
 - (b) That the parking provisions of the zoning by-law are impossible to meet in this situation.
 - (c) That the parking provisions of the zoning by-law assume that all persons using this site will arrive by private vehicle.
 - (d) That the OWNER has agreed to acquire rights to use an adjoining parcel of land and to construct thereon a parking lot containing a minimum of 40 parking spaces dedicated for use in conjunction with the commercial and residential building authorized by this agreement.

SECTION VII - 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 inure to the benefit of and be binding upon the respective successors and assigns of each of the PARTIES hereto PROVIDED THAT it shall cease to be binding upon or enforceable against and OWNER or successor or assignee of an OWNER who ceases to be a registered owner of the lands described in Schedule A except POWASSAN TOWN SQUARE INC.
- 3) This Agreement shall come into effect on the date of execution by both parties.
- 4) Prior to initiating any site work or alteration the OWNER agrees to obtain any permit required under any applicable Provincial 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, such as the Environmental Protection Act. 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) This agreement will become null and void, If OWNER does not receive all required approvals and/or permits within a reasonable period of time of application for approval.
- 6) 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:

Powassan Town Square Inc.
6923 King St.
Bolton/Caledon, Ontario
L7C 0V3

MUNICIPALITY:

Clerk
Municipality of Powassan
466 Main Street
Box 250
Powassan, Ontario
P0H1Z0

THIS AGREEMENT shall inure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and assigns except as expressly set out to the contrary in this agreement.

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 16th day of June, 2015.

SIGNED, SEALED AND DELIVERED
in the presence of:

POWASSAN TOWN SQUARE INC. , per

Witness

Sante Tomaselli, President
I have authority to bind the corporation

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

K Bester

Witness

P Mclsaac

Mayor, Peter Mclsaac

A. Phillips

Witness
Admin Ass't.

K Bester

Clerk, Maureen Lang
Deputy Clerk, Kimberly Bester

SCHEDULE "A"

Legal Description

**Firstly,
PT LT 23, BLOCK 2, PLAN 43 AS DESCRIBED IN RO185862; S/T RO185862; POWASSAN
Being all of PIN 52208**

**Secondly,
LT 25, BLOCK 2, PLAN 43; POWASSAN
Being all of PIN 52208**

SCHEDULE "B"

Site Plan dated April 2011 and prepared by Soscia Engineering

[illegible][illegible]

NOT FOR
CONSTRUCTION

SOGIA ENGINEERING LTD.
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Tamil Nadu
India
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E-Mail: info@sogiaeng.com

