

Date: June 16, 2015

Moved by.

Seconded by

That By-Law 2015-20, being a By-law to enter into a Site Plan Agreement for lands described legally as Part Lot 22, Lot 24 and Lot 26, 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. 10-2

DATE: June 16/15

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

BY-LAW NO. 2015-20

Being a By-law to Enter into a Site Plan Agreement for lands described legally as Part Lot 22, Lot 24 and Lot 26, 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 construct a parking lot;


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 Pioneer Canadian Inc., 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 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

BY-LAW NO. 2015-20

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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

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 -

PIONEER CANADIAN INC.

(hereinafter referred to as the "Owner")

OF THE SECOND PART.

WHEREAS the Owner is the registered Owner of the lands affected hereby;

AND WHEREAS the Owner is required to develop a parking lot on the lands subject to this Agreement to serve the needs of an abutting commercial and residential building;

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 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.

- 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 up to a cost of \$700.00.

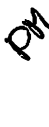
SECTION IV – PURPOSE OF AGREEMENT

- 1) This Agreement shall only apply to the construction of a parking lot to serve the needs of a commercial and residential building located on lands legally described as Lots 23 and 25, Block 2, Plan 43.

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.

The OWNER agrees to comply with all specifications related to lot grading and storm water management as identified on the Lot Grading and Storm water Management Plan attached to this Agreement as Schedule "C". 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.

- 2) 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 will 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.
- 3) The OWNER agrees that vehicle ingress and egress to the site shall be provided in the manner shown in the site plan attached as Schedule "B" to this Agreement.
- 4) The OWNER agrees that this site shall be developed as a parking lot providing a minimum of 40 marked out parking spaces and that the layout suggested in Schedule B is for illustration and not binding. The OWNER acknowledges that the MUNICIPALITY may prohibit overnight parking or otherwise regulate parking on adjacent streets.
- 5) The OWNER agrees to construct the parking lot of asphalt and to construct/reconstruct curbs, sidewalks and entrances on the north boundary to the satisfaction of the MUNICIPALITY.
- 6) The OWNER agrees to install silt fencing and sediment control measures, where practical, and where necessary during construction to restrict the movement of sediment.
- 7) 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.
- 8) The OWNER agrees to install any fence in the area shown on Schedule "B" prior to final inspection.
- 9)  The OWNER agrees to prohibit the parking on site of unlicensed vehicles and vehicles not in working-order and there shall be no long term winter storage of trailers, campers, boats or recreational vehicles on the subject lands.
- 10) The OWNER agrees to incorporate accessibility measures in the parking area.

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- 11) The OWNER agrees to provide for and maintain snow storage areas on site during winter and such areas will be kept free and clear of refuse or materials at all times and shall not be landscaped in a manner that would restrict their ability to accommodate snow storage of snow from the property.
- 12) The OWNER agrees to provide landscaped areas on any part of the site not used as parking spaces or driveways used to access them.
- 13) The OWNER agrees that any established tree on or near any lot line shall be left undisturbed.
- 14) The OWNER agrees to provide for winter maintenance and snow removal on site.
- 15) The OWNER and MUNICIPALITY agree that the parking lot authorized by this agreement is a dedicated parking lot for the exclusive use of tenants, visitors and patrons of the commercial and residential building located on the north part of Lot 23 and Lot 25, Block 2, Plan 43.
- 16) Where the OWNER installs outdoor lighting, it shall be for the primary purpose of security and safety and shall be installed and oriented to minimize glare and direct exposure to neighbouring residents.
- 17) The OWNER agrees not to install holding tanks below ground.
- 18) During construction, the OWNER agrees to permit inspection of the subject lands by any Municipal Official or its authorized agent.
- 19) The OWNER agrees to have the on-site lot grading and storm water management works inspected and certified by a qualified professional, prior to receiving permission from the Chief Building Official to permit occupancy of the building.
- 20) 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 - 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 any 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. and PIONEER CANADIAN 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, such as the Environmental Protection Act. 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) 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:

PIONEER CANADIAN 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 specifically set out to the contrary herein.

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:

PIONEER CANADIAN 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 Asst

K Bester
Clerk, Maureen Lang
Deputy Clerk, Kimberly Bester

SCHEDULE "A"

Legal Description

**Firstly,
PT LT 22, BLOCK 2, PLAN 43 AS IN RO86286; POWASSAN
Being part of PIN 52208**

**Secondly,
LT 24, BLOCK 2, PLAN 43; POWASSAN
Being part of PIN 52208**

**Thirdly,
LOT 26, BLOCK 2, PLAN 43; POWASSAN
Being part of PIN 52208**

SCHEDULE "B"

Site Plan dated April 2011 and prepared by Soscia Engineering Ltd.

