

THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

BY-LAW 06-2016

Being a by-law to authorize the Mayor and CAO/Clerk-Treasurer to execute a Site Plan Control Agreement with 6882153 Canada Inc. concerning the development of lands described in Schedule "A" attached to the agreement

WHEREAS the municipality is authorized by Section 41 of the Planning Act, R.S.O. 1990, Ch.P.13 as amended, to designate areas as site plan control areas and subsequently enter into agreements with respect to the condition of development of lands within a site plan control area;

AND WHEREAS the subject lands are designated a Site Plan Control Area pursuant to the Township of Greater Madawaska By-law 33-2005;

AND WHEREAS the Council of the Corporation of the Township of Greater Madawaska deem it appropriate to enter into a Site Plan Agreement of the subject lands on the terms set out in the attached Agreement;

NOW THEREFORE it is enacted that:

1. The Mayor and CAO/Clerk-Treasurer are hereby authorized to execute the Site Plan Control Agreement with 6882153 Canada Inc., the Agreement being attached hereto as Schedule "A".
2. The CAO Clerk-Treasurer and Township Solicitor are authorized to make any necessary administrative or legal amendments to the Agreement.

READ a first and second time this 17th day of February, 2016.

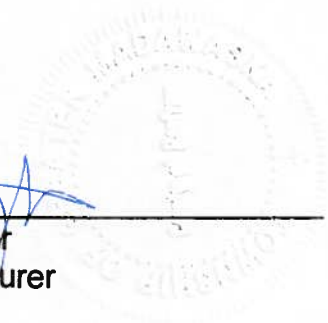
READ a third time and passed this 17th day of February, 2016.



Glenda McKay
Mayor



Allison Holtzhauer
CAO Clerk-Treasurer



**By-Law 06-2016
Schedule "A"
Site Plan Control Agreement with 6882153 Canada Inc.**

THIS AGREEMENT MADE February 17th, 2016.

BETWEEN:

6882153 CANADA INC.

hereinafter called the Owner
of the FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

hereinafter called the Township
of the SECOND PART

WHEREAS the Owner is the registered owner of the lands described in Schedule A attached hereto, (hereinafter referred to as the Lands(s);

AND WHEREAS the Municipality is authorized by Section 41 of the *Planning Act*, R.S.O. 1990, c.P, as amended, to designate areas as site plan control areas and to subsequently enter into agreements with respect to the conditions of development of lands within a site plan control area;

AND WHEREAS pursuant to the authority vested in it by the said Act, the Township has, by By-Law 33-2005, designated the Land(s), being within the municipal limits, as a site plan control area;

AND WHEREAS by Section 41(7) of the said Act, a Township is authorized to require of an owner, and to ensure by one or more agreements, the following:

- a) That the Owner provide certain facilities, works or matters mentioned in clause (a) of the said section and subsection;
- b) That the Owner provide maintenance of the said facilities, works or matters;
- c) That the Owner provide the plans and drawings referred to in subsection (4) of the said Act subject to the Township's approval of the same;

NOW THEREFORE WITNESSETH that in consideration of the foregoing, and the mutual terms, provisos and covenants of the parties hereto, the parties agree as follows:

1.0 INTERPRETATION:

1.01 In this Agreement:

Council shall mean the elected Council of the Township of Greater Madawaska, from time to time.

Default means and includes deemed default, delay, neglect, failure, deviation, misfeasance and/or abandonment.

Develop, Development means and refers to improvements, construction, erection, demolition, paving, landscape and any and all works, and/or parts of the foregoing and maintenance of the foregoing in accordance with Schedule B.

Municipal Engineer shall mean the person so designated by the Township.

Owner(s) includes an individual, an association, a partnership or a corporation or any employee, agent or contractor carrying out the Development for the Owner.

Site Plan means the plan attached hereto as Schedule B and any and all specifications and any and all revisions as approved by the Township.

2.0 SCHEDULES:

The following schedules are attached hereto and form part of this Agreement and the Owner shall satisfy, comply with and perform all of the requirements and obligations arising therefrom:

- A - Description of the Lands
- B - Site Plan
- C - Lot Grading and Drainage Plan, prepared by Houle Chevrier Engineering Ltd.

3.0 TITLE:

- 3.01 The Owner hereby warrants and covenants that the Owner is the unencumbered registered Owner of the Land and that the Land is properly so described in Schedule A. This agreement shall be registered against title to the Land at the expense of the Owner and in priority to any changes, liens, or encumbrances.

4.0 DEVELOPMENT:

- 4.01 The Owner shall develop the land in accordance with the site plan attached hereto as Schedule B on or before the 17th of February, 2018.
- 4.02 The Owner hereby agrees that in accordance with the Site Plan By-law of the Township of Greater Madawaska any future development on the lands will require a revised Site Plan as well as a new application for site plan approval along with the associated application fee.
- 4.03 The Owner shall not proceed with Development of the Land, without satisfaction and compliance as follows:
- (a) All relevant Municipal bylaws, Federal and/or Provincial statutes and/or regulations; and
 - (b) Provision of a legal survey locating the boundaries of the property.
- 4.04 The Owner acknowledges that the current and present zoning of the lands described in Schedule A attached hereto, which are the subject matter of this Agreement, is Highway Commercial (HC) and the Owner's use of the lands is "Contractor's Yard or Shop" as a permitted use of the Highway Commercial (HC) zone. The Owner further acknowledges that this Site Plan Control Agreement is entered into by the Township to reflect this use and no other use. A change of use will require an amendment to the Site Plan Control Agreement which is limited to the current use.
- 4.05 At all material times, the Owner shall provide the Township with the advice and opinion of a certified engineer that the development is in accordance with the Site Plan.

4.07 Employees or agents of the Township shall have the right at all times to free and uninterrupted access to any and all parts of the subject property for the purpose of inspection of the installation of the Works including the taking of samples of materials used in the Works being installed, constructed, reinstated or maintained. Such entry shall not be deemed to be a trespass, nor an Acceptance of any of the said Works by the Township nor any assumption by the Township of any liability in connection therewith nor a release from the Owner of any of its obligations under this Agreement

4.08 The owner shall reimburse the Township its costs to administer this agreement and the development provided for herein and without limiting the foregoing, an administrative fee to process this application, the cost to third parties for engineering or legal services to include peer reviews, ensuring compliance and necessary registrations.

5.0 BUILDING PERMITS:

5.01 The Township shall not be obliged, nor compelled to issue any building permits for the Development until:

- (a) the provisions of this Agreement have been complied with, and
- (b) all outstanding taxes, assessments and Development charges have been paid; and
- (c) any outstanding Default arising from this Agreement has been remedied.

6.0 DAMAGE TO MUNICIPAL PROPERTY:

6.01 The Owner(s) shall repair any damage to municipal property to the satisfaction of the Municipal Engineer.

6.02 The Owner shall keep the streets leading to, from and abutting the Land(s) free of dirt, dust and debris resulting from or in any way attributable to the construction and Development.

7.0 DEFAULT:

7.01 If, in the opinion of the Municipal Engineer, the Owner:

- (a) is not prosecuting or causing to be prosecuted the Development as provided in this Agreement within the time specified herein, or so that they may be completed with the said time; or
- (b) is improperly performing or maintaining the said Development; or
- (c) is in Default with respect to the said Development at any time; or
- (d) is in Default with respect to this Agreement at any time; then the Municipal Engineer shall promptly notify the Owner, in writing, of such Default and if such Default be not remedied within seven (7) clear days after delivery of such notice, then, the Municipal Engineer shall thereupon have full authority and power to immediately remedy the Default at the sole cost and expense of the Owner, is surety or both.

7.02 When, in the opinion of the Municipal Engineer, the Default is one of emergency, then the remedy may be made without notice.

7.03 The Cost and expense of remedy shall be calculated by the Municipal Engineer whose judgement shall be final. It is understood and agreed that such costs and expenses shall include an administrative fee of twenty per cent (20%) of the cost and expense, together with a fee of thirty per cent (30%) of the said sum for the dislocation and inconvenience caused to the Township as a result of such Default, it being hereby declared and agreed that the assumption by the Owner of the obligations set out in this Clause is a consideration without which the Township would not have executed this Agreement.

7.04 In the event of damage to municipal property, upon seven (7) days written clear notice and failing remedy within the said time, the Township may exercise its remedies as provided hereinbefore, or at its option recover the costs and expenses from the Owner's Liability Insurance Policy.

8.0 **GENERAL:**

8.01 The provisions of this Agreement shall inure to and be binding upon the parties hereto, their heirs, successors, executors and assigns.

9.0 **INTERPRETATION:**

9.01 The words importing singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.

9.02 Words which have been defined in paragraph 1.01 or elsewhere in this agreement or any schedule attached hereto shall have that defined meaning when the said words, singular or plural are used elsewhere in this Lease or any schedule attached hereto.

9.03 Unless the context otherwise requires, the word "Owner" wherever used herein, shall be construed to include and shall mean the executors, administrators, successors and/or assigns of the said "Owner".

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED

6882153 CANADA INC.

C. Appleyard
Witness

Chris Fleming
Chris Fleming, President of 6882153 Canada Inc.

I have authority to bind the Corporation.

**CORPORATION OF THE TOWNSHIP
OF GREATER MADAWASKA**

Glenda McKay
Glenda McKay, Mayor

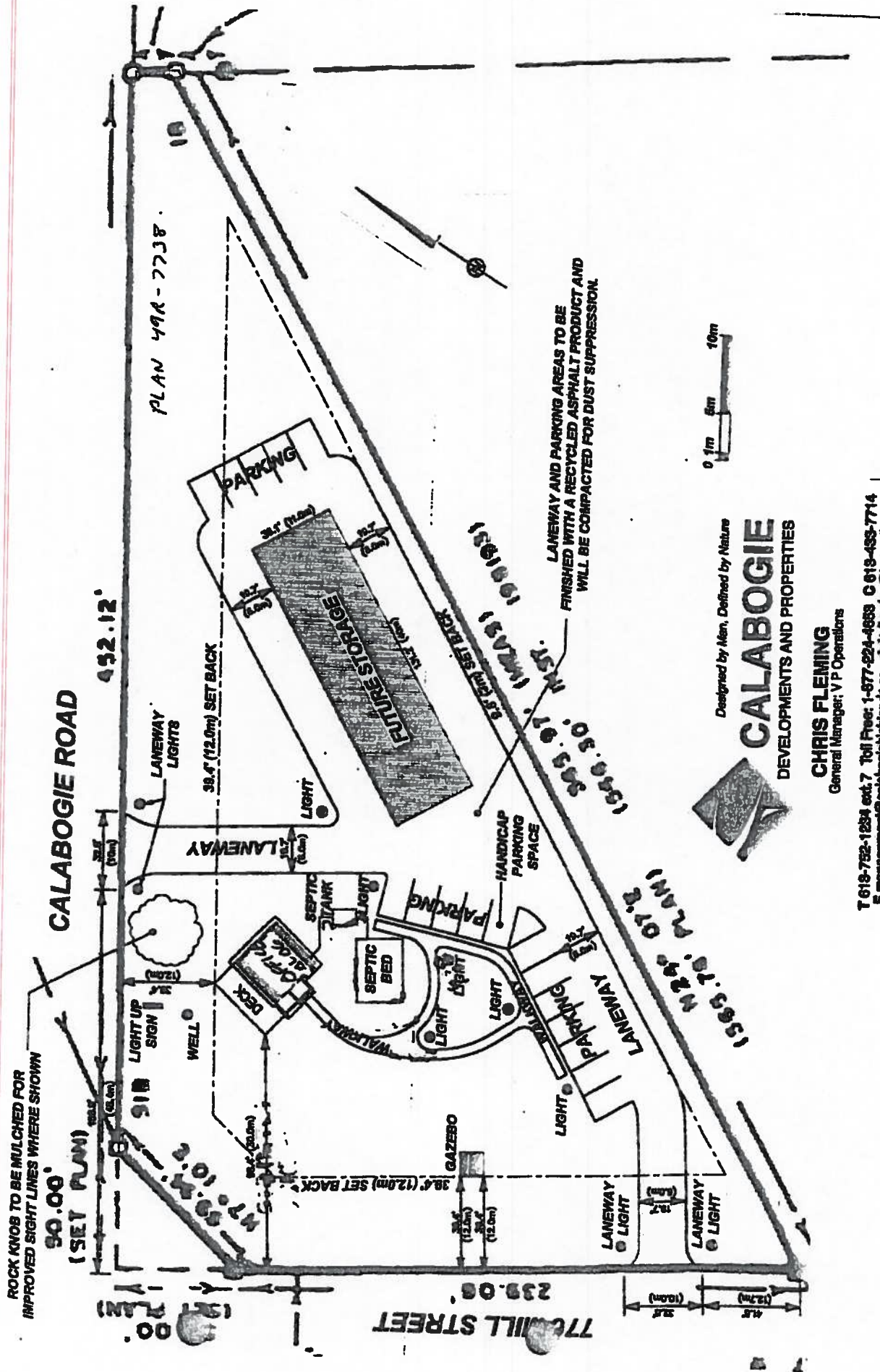
Allison Holtzauer
Allison Holtzauer, CAO/Clerk-Treasurer



Schedule A
Description of Land(s)

PART 1 ON REFERENCE PLAN 49R-7738, BEING PART OF LOT 18, CONCESSION 11,
IN THE GEOGRAPHIC TOWNSHIP OF BAGOT, NOW IN THE TOWNSHIP OF GREATER
MADAWASKA

**Schedule B
Site Plan**



Designed by Men, Defined by Nature

CALABOGIE
DEVELOPMENTS AND PROPERTIES

CHRIS FLEMING
General Manager; VP Operations


T 619-752-1254 ext. 7 Toll Free: 1-877-224-4633 C 619-455-7714
E management@calabogiehighlands.ca chris.fleming@hotmail.com
661 Barryvale Rd. Calabogie, ON. K0J 1H0 www.calabogieexperience.com

LANEWAY AND PARKING AREAS TO BE FINISHED WITH A RECYCLED ASPHALT PRODUCT AND WILL BE COMPACTED FOR DUST SUPPRESSION

Schedule C Lot Grading and Drainage Plan

NOTES

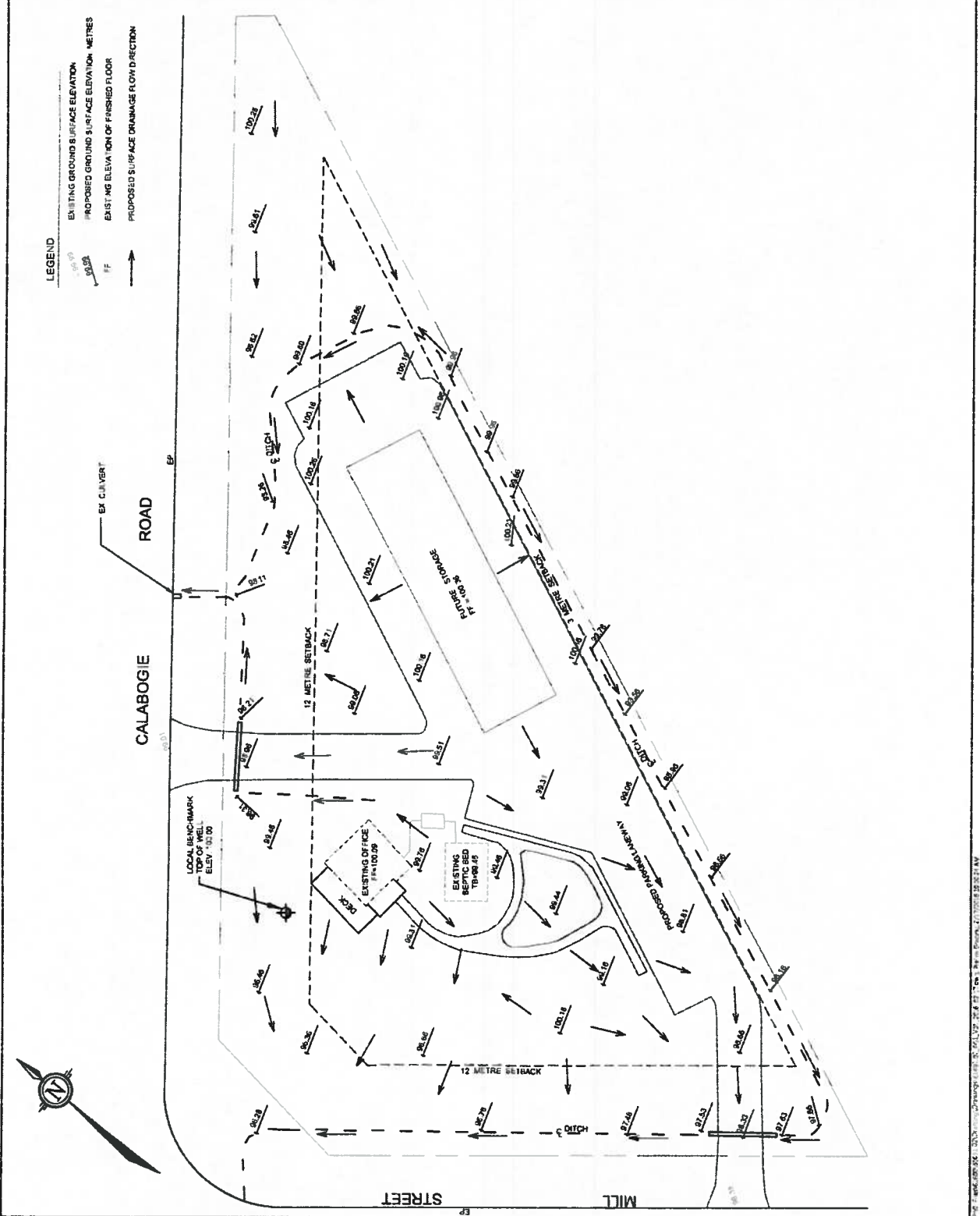
- ALL WORKS TO BE COMPLETED IN ACCORDANCE WITH MUNICIPAL, PROVINCIAL AND LOCAL AUTHORITY STANDARDS AND REGULATIONS WHERE APPLICABLE, AND IN ACCORDANCE WITH ACCEPTED INDUSTRY BEST PRACTICE.
- INFORMATION PROVIDED ON THIS PLAN IS BASED ON INFORMATION REASONABLY AVAILABLE AND/OR PROVIDED TO HOULE CHEVRIER ENGINEERING LTD AT THE TIME OF USE. THE CONTRACTOR/OWNER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION REGARDING, BUT NOT LIMITED TO, ELEVATIONS, DIMENSIONS, SETBACKS, EASEMENTS, UTILITY LOCATIONS AND DETAILS, ETC. AND REPORT ANY ERRORS OR OMISSIONS TO HOULE CHEVRIER ENGINEERING LTD.
- THE LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES MAY VARY FROM THIS PLAN AND, WHERE SHOWN, THEIR POSITIONS MAY BE SUBJECT TO CHANGE. THE CONTRACTOR/OWNER SHALL BE RESPONSIBLE FOR LOCATING SUCH UTILITIES PRIOR TO COMMENCING WORKS. HOULE CHEVRIER ENGINEERING LTD DOES NOT ASSUME LIABILITY FOR DAMAGE TO SERVICES, UTILITIES AND STRUCTURES DURING CONSTRUCTION OPERATIONS.
- IT IS THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO ENSURE THAT THE PLAN IS USED FOR CONSTRUCTION OF AN APPROVED AND LATEST VERSION.
- DIMENSIONS AND ELEVATIONS DISPLAYED ON THIS PLAN ARE IN METRES. THIS IS NOT A PLAN OF SURVEY. THIS PLAN IS NOT TO BE SCALED, ALTERED OR REPRODUCED AND IS INTENDED FOR USE ONLY IN RELATION TO THE PROJECT FOR WHICH IT WAS PREPARED.
- THIS PLAN SHOULD BE USED IN CONJUNCTION WITH RELEVANT REGULATIONS AND DETAILS PREPARED BY HOULE CHEVRIER ENGINEERING LTD.
- THE DETAILS PROVIDED ON THIS PLAN ARE BASED ON LEVEL SURVEY DATA THAT WAS PROVIDED TO OUR FIRM AND THEREFORE ARE CONSIDERED PRELIMINARY. IT IS RECOMMENDED THAT, PRIOR TO CONSTRUCTION, THE PROPOSED DETAILS BE REVIEWED BY OUR FIRM IN CONJUNCTION WITH A REPRESENTATIVE OF EXISTING FIELD CONDITIONS.
- NO GUARANTEE IS MADE REGARDING THE ACCURACY OF THE DETAILS DURING AND AFTER CONSTRUCTION. CONSTRUCTION SHALL BE DIRECTED TOWARDS THE EXISTING PROPERTIES.



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Houle Chevrier Engineering
Houle Chevrier Engineering Ltd
31 Shaker Drive
Oshawa, ON
Tel: (913) 896-1422
www.houlechevrier.com
houlechev@hce.ca

Client	CALABOGIE DEVELOPMENTS AND PROPERTIES	Project	61691.02
Location	778 MILL STREET CALABOGIE, ONTARIO		
Drawn by	Chkd by	PRELIMINARY GRADING PLAN	
P. C.	BW		
Date	FEBRUARY 17, 2016	Rev	0
			FIGURE 1



Houle Chevrier Engineering Ltd. 31 Shaker Drive, Oshawa, ON L1G 4K7. Tel: (913) 896-1422. Fax: (913) 896-1423. www.houlechevrier.com