

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

BY-LAW NO. 2003-17

Being a By-Law to authorize a Site Plan Control Agreement

WHEREAS the Corporation of the Municipality of Powassan is desirous of entering into an Site Plan Control Agreement with Brian Robidoux, Suzanne Cherry, and Arnstein Community Credit Union;

NOW THEREFORE be it resolved that the Council of the Corporation of the Municipality of Powassan enacts as follows:

1. That the Site Plan Control Agreement outlined in Appendix "A" and forming part of this By-law be adopted.
2. That the Mayor and the CAO-Clerk be and are hereby authorized to execute the attached agreement between the Municipality of Powassan and Brian Robidoux, Suzanne Cherry and Arnstein Community Credit Union.
3. That this agreement become in force upon its execution.

READ A FIRST time, and considered read a SECOND and THIRD time and passed as such in open Council this 6th day of May 2003.

Mayor

Clerk

Municipality of Powassan Site Plan Agreement

THIS AGREEMENT made this 6th day of May, 2003.

BETWEEN:

Brian Robidoux and Suzanne Cherry
Hereinafter referred to as the "Owner"

-and-

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN
Hereinafter referred to as the "Municipality"

-and-

Arnstein Community Credit Union Ltd.
hereinafter referred to as the "Party"

WHEREAS the Owner represents that it is the Owner of the lands described in Schedule "A" to this Agreement;

AND WHEREAS the Municipality passed By-law Number 2002-31 for the Municipality of Powassan on the 1 day of October 2002, pursuant to Section 41 of the Planning Act, R.S.O. 1990, c.P.13 and has designated all of the land within the boundaries of the Municipality of Powassan as a Site Plan Control Area;

AND WHEREAS the Owner desires to develop the land being Part of Lot 17, Concession 10, Geographic Township of South Himsforth, Municipality of Powassan, District of Parry Sound.

AND WHEREAS the Owner has agreed to enter into this Agreement, pursuant to the provisions of Section 41 of the Planning Act, R.S.O. 1990, c.P. 13;

NOW THEREFORE the Agreement has witnesseth that in consideration of the mutual covenants hereinafter contained covering the lands, the parties hereto agree as follows:

1. The Owner agrees to fulfill each of the following general conditions:
 - a) To develop and maintain the site in conformity with the site plan, dated May 5, 2003, attached hereto as Schedule "B" and hereinafter referred to as the "Site Plan". The Site Plan shall include the proposed location, height, dimensions and uses of all buildings and structures and the use of the remaining land on the site. Minor changes to the Site Plan and to the provisions of this Agreement may be permitted by written approval of the Municipal Chief Building Official without amendment to this Agreement.
 - b) That, if a building permit for the proposed development has not been issued by the Chief Building Official within One (1) year of the approval of the Site Plan, revisions, additional conditions or changes to the approved Site Plan may be required by the Municipality as a result of new Municipal policies and standards or changes to zoning by-law standards or standard Municipal Conditions.
 - c) That, the proposed development according to the Site Plan may occur in stages as agreed upon between the Municipal Consulting Planner and the Owner.

- d) That the owner grants the Municipality, without cost and free of encumbrance, any required utility, pedestrian and environmental easements illustrated on the Site Plan.
2. The Owner agrees to fulfill each of the following specific conditions:
 - a) To develop and maintain the site in conformity with a detailed site plan, which depicts the following:
 - 1) Internal haul routes;
 - 2) Weigh scales;
 - 3) Fuel pads;
 - 4) Actual and proposed extraction areas;
 - 5) Hours of operation can only occur from 7:00am to 7:00pm Monday to Friday, 8:00am to 5:00pm Saturday, no extraction will occur on Sunday's or holidays unless otherwise provided for by agreement with the Municipality;
 - 6) Existing and proposed buffers (including all berms) from residential areas and distances;
 - 7) Stockpiling areas;
 - 8) Crushing areas;
 - 9) Tonnage extracted per year;
 - 10) Volume of truck traffic entering and exiting the site per day (average);
 - 11) Location of any buildings or structures and equipment storage areas;
 - 12) Rehabilitation plan which depicts the after use plan once extraction has ceased;
 - 13) Dust suppression must be applied to all internal and municipally owned roads in which the trucks directly related to the aggregate operation use;
 - 14) The municipal road must be maintained to municipal standards, if the quality of the road is reduced due to the traffic caused by the aggregate operation, it is the responsibility of the aggregate operation to bring the road back to municipal standards to the Public Works Superintendent's discretion, and;
 - 15) Mitigation procedures for sediment runoff and pollution in relation to the cold-water stream running through the property must be adequately demonstrated to the satisfaction of the Municipality and the Ministry of Natural Resources.
 3. Within one year of occupancy of the proposed development, or any stage of development, the Owner agrees to fulfill each of the conditions set out in Section 2 of this Agreement regarding the detailed site plan as confirmed by the Chief Building Official.
 4. For the life of the proposed development, the Owner agrees to maintain at the sole risk and expense of the Owner, the works and facilities provided on the land as a condition of this Agreement.
 5. The Municipality may give a Release of this Agreement as it applies to the lands or portions thereof except for Sections 1 to 5.
 6. The Owner agrees to pay to the Municipality the costs of reasonable administrative expenses of the Municipality in connection with the preparation or execution of this agreement and the development of these lands which, without limiting the generality of the foregoing, shall include the expenses incurred for legal engineering, planning and inspection services.

7. Upon execution of this agreement, the Municipality may, at the Owner's expense, register it on title to the lands.
8. This agreement when registered on title is binding upon and shall ensure to the benefit of the Owner and the Municipality, their respective heirs, executors, administrators, successors and assigns.
9. Postponement of Mortgage. The Mortgagee does hereby postpone its mortgage registered as Instrument No. 158584 and 158585 to this agreement with the intent that this Agreement shall take effect as though dated, executed and registered prior to the said mortgage and the Mortgagee hereby postpones its interest in the lands affected by this Agreement to the terms of this Agreement and the rights and obligations arising therefrom.
10. The Owner shall not assign this Agreement without the written consent of the Municipality.
11. If any item of this Agreement shall be found to be ultra vires the Municipality or otherwise unlawful, such item shall be deemed to be severable and the remainder of this Agreement mutates mutandis, shall be and remain in full force and effect.

IN WITNESS WHEREOF the Parties duly authorized have executed this Agreement.

 Brian Robidoux – Owner

 Suzanne Cherry – Owner

 Date

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

 Bob Young – Mayor

 Roger Labelle – CAO/Clerk
 "we have authority to bind the
 corporation"

 Date

 Mortgagee (name)
 Apply corporate seal

 Date

SCHEDULE "A"

Part of Lot 17, Concession 10, former Township of South Himsworth, now in the Municipality of Powassan, District of Parry Sound. Known Municipally as 111 Purdon Line.