

CORPORATION OF THE TOWN OF RENFREW
BY-LAW NO. 34-2018

Being a By-law to authorize the Mayor and Clerk to execute an amendment to the Site Plan Agreement with Nova Pole Industries in relation to the property located at 64 Ma-Te-Way Park Drive.

WHEREAS Section 41 of the Planning Act, R.S.O. 1990, CHAPTER P.13, permits municipalities to pass by-laws to designate the whole or any part of the area covered by the Official Plan as a Site Plan Control Area; and

WHEREAS the Town of Renfrew has an approved Official Plan; and

WHEREAS Council enacted By-law No. 45-85, being a Site Plan Control Area By-law to regulate development such as that proposed by Nova Pole Industries.

WHEREAS Nova Pole Industries (formerly USS Manufacturing Inc.) and the Corporation of the Town of Renfrew entered into a Site Plan Agreement dated the 30th day of January, 2003 (By-law 4-2003) and registered the 18th day of February, 2003 under Instrument Number RE1058;

NOW THEREFORE the Council of the Corporation of the Town of Renfrew enacts as follows:

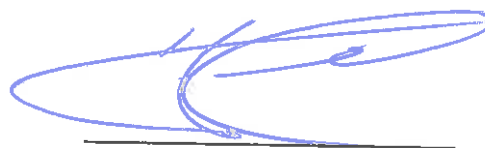
1. THAT the Mayor and Clerk be authorized to execute a amended Site Plan Agreement with Nova Pole Industries in relation to the property 64 Ma-Te-Way Park Drive.
2. THAT this By-law shall take effect and come into force immediately upon the passage thereof.

Read a first and second time this 8th day of May, 2018.

Read a third and final time this 8th day of May, 2018.



Don Eady, Mayor



Kim R. Bulmer, Clerk



**SITE PLAN AMENDMENT
AGREEMENT**

64 MA-TE-WAY PARK DRIVE

BETWEEN

0985645 B C LTD

AND

**THE CORPORATION OF THE
TOWN OF RENFREW**

MAY 2018

THIS AGREEMENT MADE IN QUADRUPPLICATE,

BETWEEN: 0985645 B C LTD

HEREINAFTER CALLED THE "OWNER"
OF THE FIRST PART

AND: THE CORPORATION OF THE TOWN OF RENFREW

HEREINAFTER CALLED THE "TOWN"
OF THE SECOND PART

WHEREAS Nova Pole Industries (0985645 B C LTD), formerly USS Manufacturing Inc., and the Corporation of the Town of Renfrew entered into a Site Plan Agreement dated the 30th day of January, 2003 (By-law 4-2003) and registered the 18th day of February, 2003 under Instrument Number RE1058

AND WHEREAS the parties hereto agree to amend the said Site Plan Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of one dollar (\$1.00) of lawful money of Canada paid by the Corporation of the Town of Renfrew to the Owner, the receipt whereof is hereby acknowledged by the Owner, the Owner and the Town agree as follows:

1. Section 3 of the Site Plan Agreement registered under Instrument Number RE1058 shall be replaced by the following:

"3. The Owner undertakes, covenants and agrees to construct the building(s) and services and to maintain the subject lands in conformity with Schedule "C" attached hereto."
2. Schedule "C" annexed hereto shall be added as Schedule "B" of the Site Plan Agreement registered under Instrument Number RE1058.
3. The following shall be added as Section 14 of the Site Plan Agreement registered under Instrument Number RE1058:

"14. The report titled Stormwater Drainage Brief – Proposed Nova Pole Building Addition prepared by T.L Mak Engineering Consultants Ltd., dated March 2018, is part of this Agreement, and is available for review at the Town of Renfrew, 127 Raglan Street South, Renfrew, Ontario, K7V 1P8."
4. Section 9 of the Site Plan Agreement registered under Instrument Number RE1058 shall be removed and Schedule "D" annexed hereto shall be added as Schedule "C"
5. The following shall be added as Section 15 of the Site Plan Agreement registered under Instrument Number RE1058:

"15. Upon completion of the Work and receipt by the Town of a written request of the Owner, the Town shall conduct a site inspection to determine the conformity of the completed Work. The request must be accompanied by a written certification from the project manager confirming that the Work have been completed in accordance with this agreement and in accordance with generally accepted construction standards. The security deposit shall be released when the Work required pursuant to this agreement have, in the opinion of the Town, been substantially completed by the Owner."

IN WITNESS WHEREOF the Owner hereunto set his Hand and Seal or affixed its Seal duly attested to by its proper officers in that behalf.

DATED AT THE Town Hall THIS 22nd DAY OF May, 2018.

SIGNED, SEALED AND DELIVERED in the presence of:

0985645 B C LTD



Per:

Title:

Per:

Title:

"We have the authority to bind the Corporation"


DATED AT THE TOWN OF RENFREW THIS 22ND DAY OF May, 2018.

SIGNED, SEALED AND DELIVERED in the presence of:

THE CORPORATION OF THE TOWN OF RENFREW



Don Eady, Mayor



Kim R. Bulmer, Clerk

SCHEDULE "C"**PLANS**

The following plans/drawings apply to this Site Plan Agreement and, except with the authorization of the Director of the Department of Development and Works, the development of the lands, the construction of all Works shall occur in accordance with these plans/drawings:

The following approved plans shall be deemed to form part of Schedule "C" of this agreement:

Plans:

Drawing No.	Drawing Description	Prepared by	Current Revision Date DD/MM/YYYY
Nova Pole Industries Addition – Site Plan	Site Plan (Sp-01)	Vincent P. Colizza Architect Inc.	15/03/2018
Nova Pole Industries Addition – Elevations	Elevations (A-201)	Vincent P. Colizza Architect Inc.	22/03/2018
Nova Pole Industries Addition – Proposed Grading Plan	Grading Plan (G-1)	T.L. Mak Engineering Consultants Ltd.	21/03/2018

The original plans can be viewed at the Corporation of the Town of Renfrew at the following address: 127 Raglan Street South, Renfrew, Ontario, K7V 1P8

SCHEDULE "D"

FINANCIAL REQUIREMENTS

- 1) The Owner shall deposit with the Town cash, certified cheque or letter of credit equal to one hundred percent (100%) of the estimated cost of the Work set out below and hence the said deposit to be submitted in the amount of **\$25,500.00** on the following estimates.

Estimate Cost of Works		
Item		
1.0	Excavation	3,000.00
2.0	Fire Lane Construction (Building Addition)	12,000.00
3.0	Rear Yard Regrading with Granular "A"	5,500.00
4.0	Ditching	5,000.00
	Total	\$25,500.00