

CORPORATION OF THE TOWN OF RENFREW
BY-LAW NO. 48-2016

Being a By-law to authorize the Mayor and Clerk to execute a Site Plan Agreement with David L. Barr in relation to the property identified as 32 Prince Avenue East.

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 David L. Barr.

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


1. THAT the Mayor and Clerk be and are hereby authorized Mayor and Clerk to execute a Site Plan Agreement with David L. Barr in relation to the property identified as 32 Prince Avenue East with respect to the development to convert the existing building into a business office and associated site works.
2. THAT this By-law shall take effect and come into force immediately upon the passage thereof.

Read a first and second time this 12th day of July, 2016.

Read a third and final time this 12th day of July, 2016.



Don Eady, Mayor



Kim R. Bulmer, Clerk



SITE PLAN AGREEMENT

32 PRINCE AVENUE EAST

BETWEEN

**DAVID BARR
EDITH BARR**

AND

**THE CORPORATION OF THE
TOWN OF RENFREW**

JULY 2016

BETWEEN: DAVID BARR AND EDITH BARR

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 the Town of Renfrew has enacted Site Plan Control Provisions pursuant to the provisions of Section 41 of the *Planning Act* R.S.O. 1990, Chapter P.13, as amended;

AND WHEREAS the Owner is the Owner of the lands, more particularly described in the Schedule hereto annexed and marked "A", and which are hereinafter referred to as the "Site".

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the approval of the plans for the development on the subject parcel of land by the Town and the sum of Two Dollars (\$2.00) of lawful money of Canada paid by the Owner to the Town, the receipt whereof is hereby acknowledged by the Owner, the Owner and the Town agree as follows:

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1. DEFINITIONS, LAND AND SCHEDULES

In this Agreement:

- a) **"AGREEMENT"** shall mean this Agreement and the Schedules which shall be deemed to be covenants as though specifically set out therein;
- b) **"TOWN"** shall mean the Corporation of the Town of Renfrew and shall include any employee or agent authorized by the Council of the said Town to act on its behalf;
- c) **"TOWN ENGINEER"** means the Director of the Department of Development and Works for the time being or such other person or persons designated by him;
- d) **"OWNER OR OWNERS"** includes the parties of the First Part, their heirs, executors, administrators, successors and assigns and agents thereof, contractor, or subcontractor carrying out the Work for or on behalf of the Owner or Owners;
- e) **"WORK"** shall mean any work, material, matter or thing required by this Agreement to be supplied or performed, or any part thereof and includes any work referred to in the Schedules attached herein.

The lands to which this Agreement applies are those described in Schedule "A" and shown on the plan described on Schedule "B".

The following Schedules are attached hereto and form part of this Agreement.

Schedule "A"	- Description of the land to which this Agreement applies
Schedule "B"	- Plans
Schedule "C"	- Financial Requirements
Schedule "D"	- Form of Letter of Credit
Schedule "E"	- Planning and Engineering Requirements

2. GENERAL

- a) The Owner hereby agrees that the lands affected by this Agreement are those lands described in Schedule "A" to this Agreement.
- b) It is understood and agreed that development of the lands affected by this Agreement shall be governed by the present Site Plan Agreement and attached Schedules. It is understood and agreed that written approval of the Town, in a form determined solely by the Town, is required prior to any departure from the specifications of the said Schedules being undertaken.
- c) The Owner shall not call into question, directly or indirectly, in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Town to enter into this Agreement and to enforce each and every term, covenant and condition herein contained.
- d) The Owner covenants and agrees with the Town that if the Owner sells or conveys the lands herein described as the "Site" or any part thereof that each deed of grant shall contain a covenant on the part of the grantee in such deed binding itself, its heirs, executors, administrators, successors and assigns to the terms of this Agreement and to the carrying out of the Work and obligations of the Owner under this Agreement and a covenant to include a similar covenant in all subsequent deeds of grant of the said lands until the Work and obligations of the Owner under this Agreement have been fully

performed. All covenants and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands herein described and every part thereof.

- e) The Owner shall cause this Agreement to be registered on the lands to which this Agreement applies, at the expense of the Owner, immediately after the execution of this Agreement before the registration of any other instrument. The Owner may apply for, but not request nor require the Town to issue building permits for the construction of the Work on the said lands, until this Agreement has been signed and until all of the payments and performance deposits required of the Owner by the terms and conditions of this Agreement have been made.
- f) The Owner agrees that there will be no subdivision of the lands herein described on Schedule "A" except by application pursuant to the provisions of the *Planning Act*, R.S.O. 1990, Chapter P13. The Owner shall provide, in addition, digital copies of plans included in the Schedules of this Agreement in a format of Autocad software release 14 or greater.
- g) The Owner shall provide As-built plan(s) when the project is completed, to the satisfaction of the Town.
- h) The Owner covenants and agrees to satisfy all conditions of approval and abide by all municipal by-laws, statutes and regulations.

3. BUILDING AND PLANNING REQUIREMENTS

- a) The Owner shall not commence or permit the commencement of any building or structure before the issuance to the Owner by the Town of a building permit. No building permit shall be issued until such time as this Agreement is registered.
- b) The Owner further agrees that the proposed building(s) and other Work including landscaping detail specified in Schedule "B" attached hereto shall be erected in conformity with the said Schedules to the satisfaction of the Town and shall be substantially completed within twelve (12) months of the issuance of the first building permit issued for the Site with respect to the land except as may be otherwise specified herein or agreed to in writing by the parties, and subsequently shall be maintained in conformity with the said Schedules hereto, to the satisfaction of the Town. No buildings or other Work shall be erected on the said lands other than those erected in conformity with Schedule "B".
- c) The Owner understands and agrees that if construction of the Work has not commenced within twelve (12) months of the date of registration of this Agreement for the land, the approval inherent herein will become null and void and a new application must be submitted and approved by the Town prior to any buildings or other Work being constructed. Nothing in this Agreement shall restrict the Owner from applying at any time in the future for building permits to construct extensions and/or additional buildings as may be permitted from time to time by the By-Laws of the Town, subject to the requirement by the Town of a new Site Plan Agreement.
- d) The Owner understands and agrees that written authority of the Town shall be obtained prior to any alterations being made which would in any way represent a departure from the specifications detailed in the said Schedules. It is also understood and agreed that failure to comply with any term or condition contained herein or with Schedule "B" attached hereto will result in withdrawal of the building permit, in which case the Owner hereby agrees to cease all work on the herein

described lands, immediately on receipt of notice by the Town of withdrawal of the building permit, until such time as written authority is obtained from the Town to proceed.

- e) Subject to the provisions of any By-Laws enacted by the Town respecting the repair and maintenance of properties the Owner shall repair and maintain at all times and to the satisfaction of the Town, all buildings located on the subject property together with all parking areas, loading bays, aisles, accesses and landscaping.
- f) The Owner covenants and agrees to pay to the Town the development charges which are established by By-Law of the Council of the Town and said charges shall be those in effect on the date of issue of a building permit for which an application has been made.
- g) The Owner covenants and agrees to pay to the Town all applicable connection charges which are established by By-Law of Council of the Town of Renfrew and said charges shall be those in effect on the date of the issuance of a building permit for which an application has been made.
- h) Until all Work has been completed to the satisfaction of the Town, the Owner shall immediately remove at its expense any mud or debris deposited on any public roads used for access to the Site which mud or debris has been deposited as a consequence of any Work carried out under the terms of this Agreement.
- i) The Town may designate points of access for construction vehicles to the Site during the period of construction. The Owner may also be required to erect at its expense, at locations determined by the Town, signs to prevent construction vehicles from using the roads other than the approved route.
- j) Where any road has been used for the provision of access to a construction site and has been damaged by the Owner, or any employees or authorized agents of the Owner as a result of such use, the Owner shall restore or reconstruct it to its former state to the satisfaction of the Town.
- k) The Owner shall not dump or permit to be dumped any fill or debris on adjacent lands, except as approved by the Town.
- l) The Owner shall comply with those additional planning and engineering requirements set out in Schedule "E" hereto attached.
- m) All exterior lighting shall be directed to shine down and away from abutting residential zones and public highways.
- n) All reports and/or studies required as a result of the Work in this Agreement shall be implemented to the Town's satisfaction at the sole expense of the Owner.

4. LANDSCAPING REQUIREMENTS

- a) The Owner shall install landscaping in accordance with Schedule "B".
- b) All areas not landscaped shall be maintained by regular grass cutting and, shall be graded and seeded to allow for normal grass cutting operations so as to present and maintain a neat, clean, and orderly appearance.
- c) The Owner shall replace in accordance with Schedule "B" any landscaping material which dies within one (1) year of planting and which is put on the Site in compliance with Schedule "B".

- d) Upon completion of the rough grading, and prior to the placing of topsoil and sod, the Owner shall arrange for his Engineer and/or Surveyor to inspect the Site for any lot grading deficiencies. The Owner shall provide the Town with a letter indicating that the rough grading has been inspected and is in accordance with the grading plan.
- e) The Owner shall be responsible for the removal of snow within the Site and to ensure that no accumulation in excess of 1.5 metres is to be stock piled within the Site. No stockpiling of snow shall take place on required parking spaces.

5. SERVICING AND EASEMENT REQUIREMENTS

- a) It is hereby agreed that the Owner shall be responsible to provide, at its own expense, all connections to the municipal water and sewer systems. All such connections shall be subject to the approval and inspection of the Town. The Town shall make its best efforts to carry out these inspections within seventy-two (72) hours of the Town receiving written notice from the Owner or at some other time as may be agreed upon by the parties.
- b) The Owner shall be responsible, at its expense, for the installation of any connections to utilities provided such installation shall be subject to the inspection by and approval of the Town.
- c) The Owner shall provide, prior to occupancy and at its own expense, a storm water control system, the design of which shall be submitted as part of the grading and drainage plan with all supporting calculations for approval by the Town. The Owner is responsible for the construction of the Storm water control system.
- d) The Owner shall be responsible for the repair and maintenance of the storm water control erosion of the Site preventing the transfer of solids to any storm sewer through the period of construction and preventing run-off from entering public water courses or storm drainage facilities at a rate in excess of that consistent with sound engineering practice.
- e) The Owner agrees to clean out and remove solids accumulated in the sumps of catch basins and further agrees that the Town shall be permitted lawful entry onto the Site in order to examine and adjust at the Owner's expense all storm water management devices that do not then conform to the requirements approved for this site, provided that, if upon examination, the Town determines that the devices are not in conformance with this Agreement, the Town shall not enter to complete the adjustments aforesaid unless it has given prior written notice to the Owner and an opportunity to rectify the defect, all in accordance with Clause 6(c), provided further that if, in the opinion of the Town, the non-conformance presents an emergency, the Town may, without notice to the Owner enter upon the Site to complete the required adjustments at the Owner's expense.
- f) The Owner shall arrange at its own expense with utility, telephone or any other similar utility company for the installation and connection of such services to the Site and for the provision of any easements with respect to such installations and in accordance with the terms, conditions and specifications laid down by said company. If in relation to the development of the Site the Owner is required, it shall also arrange for the relocation of any existing installation at no cost to the Town. Notwithstanding the aforementioned, the location of all boxes, lines or other works proposed to be installed in connection with the provisions of any service shall be submitted for approval to the Town.

- g) All Hydro, Cablevision and/or telephone, internet services shall be underground except where such services are not underground in the street fronting the Site.

6. FINANCIAL REQUIREMENTS

- a) The Owner shall pay to the Town, by cash or certified cheque, the charges and fees, as set out in this Agreement and other financial requirements including but not limited to reasonable administrative, legal, planning and engineering fees, development charges, road cuts and building permit fees that may be required of the Town as established by by-law or resolution of the Council of the Town in effect at the time of application for a building permit. The Owner shall reimburse the Town for all present and future invoices from the Town's consultants in regards to this Site Plan.
- b) It is further agreed that all matters and things required to be provided and maintained in this Agreement shall be provided and maintained by the Owner at its sole risk and expense and to the satisfaction of the Town. In order to ensure that such matters and things are provided and maintained by the Owner, before this Agreement is executed by the Town, the Owner shall deposit with the Town, a sum in cash or irrevocable letters of credit in a form approved by the Town Treasurer (which deposit however made, may be referred to hereafter as "a deposit"), equal to one hundred percent (100 %) of the estimated cost of the Work to be done by the Owner, such cost of construction and installation of the Work being shown in Schedule "C" hereto annexed. If the Owner satisfies the provisions of this clause by depositing irrevocable letters of credit with the Town they must be in the form set out in Schedule "D" annexed hereto.
- c) In the event of a default by the Owner or its assigns in the provision, maintenance and repair of all matters and things required to be done by the Owner pursuant to this Agreement, the Town may at the expense of the Owner, enter upon the lands and do all such matters and things as are in default. The Town may authorize the use of any or all of the cash or letters of credit deposited with the Town pursuant to Clause 6(b), to pay for the cost to the Town of carrying out of such matters or things. "Cost" and "expense of the Owner" in this Clause shall be actual cost incurred by the Town plus fifteen percent (15 %) of such cost as a charge for overhead. Any costs incurred by the Town pursuant to this clause which are in excess of the amount of a deposit held by the Corporation pursuant to clause 6(b) shall be paid by the Owner to the Town within thirty (30) days of the mailing of an invoice by the Town addressed to the Owner at its last known address for such amount in excess and any costs referred to in this clause may be recovered by the Town in like manner as municipal taxes pursuant to the provisions of Section 398 of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended.
- d) If the Owner satisfies the provisions of clause 6(b) by depositing irrevocable letter(s) of credit with the Town, the following provisions shall apply:
- i) Until the completion of all Work required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the Town, it will be a condition of the letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the existing or any expiration date thereof, unless at least 90 days prior to any such future expiration date, the financial institution which issued the letter of credit notifies the Town in writing by registered mail that it elects not to consider the letter of credit to be renewable for any additional period.

- ii) If the Owner and/or financial institution fails to extend the letter(s) of credit as required under sub-clause (i) hereof as required by the Town, such failure shall be deemed to be a breach of this Agreement by the Owner, and the Town, without notice to the Owner may call upon any part of the whole amount of the existing letter(s) of credit notwithstanding anything herein otherwise contained. Any amount received by the Town shall be held by the Town in the same manner as if it had originally been cash deposited.
- e) The Owner shall pay all arrears of taxes outstanding against the lands prior to the execution of this Agreement. The Owner shall pay all taxes levied or to be levied on the lands on the basis of and in accordance with assessment and the collector's roll entries until such time as the lands have been reassessed and re-entered on the collector's roll in accordance with the description of the lands contained in Schedule "A" hereto.

7. RELEASE OF DEPOSIT

- a) 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 engineer confirming that the Work has 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.
- b) The Owner may, from time to time during the construction period, request that the Town reduce the security deposit outlined in Schedule "C" in an amount equal to the cost of any completed Work. Any such request must be accompanied by a written certification from the project engineer confirming that the applicable portion of the Work has been completed in accordance with this agreement and in accordance with generally accepted construction standards.
- c) An inspection will be carried out by the Town Engineer in order to determine the appropriate amount to release for the completed Work. Please note that 5% of the value of any Work performed will be held back for a period of one (1) year from the date of the substantial completion.
- d) On completion of all matters and things to be provided and maintained by the Owner pursuant to this Agreement to the satisfaction of the Town, the Owner shall be entitled to have released to it the deposit or the balance of the deposit then held by the Town pursuant to this Agreement, but only after clause 7b) has taken place.

8. SPECIAL CONDITIONS

- a) The Owner agrees to assume all responsibilities related to garbage and recycling pickup. The Owner shall separately arrange for the removal of all waste material and recycling from the Site, and shall dispose of all garbage, waste and recycling at its expense except where the Owner conforms to the Waste Management By-law No. 24-2012, as amended.
- b) The Owner agrees to conform to the provisions of all the current by-laws applicable at the time of the construction of the proposed future garage and future addition.

- c) That the Owner installs, at its own expense, all connections to the municipal water system and water meter in accordance with the standards of the Town of Renfrew.
- d) The Owner shall pay all development fees, water and sewer fees (if applicable) at the time of the building permit.
- e) The Owner agrees to ensure that all development be made as per the engineering standards of the Town of Renfrew.
- f) The Owner agrees to respect all requirements, including agreements and easements from public utilities such as Canada Post, Renfrew Hydro, Bell Canada, Enbridge, etc.

9. INSURANCE

- a) The Owner shall provide on or before the execution of this Agreement, and continue in force until such time as all obligations under this Agreement are satisfied, a comprehensive policy of public liability and property damage insurance acceptable to the Town, providing insurance coverage in respect of any one occurrence to the limit of at least Two Million Dollars (\$ 2,000,000.00) per occurrence, exclusive of interest and costs against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property. Such policy shall designate the Town as a named additional insured thereunder.
- b) The policy shall provide coverage against all claims for all damage or injury including death to any person or persons, for damage to any property of the Town or any other public or private property resulting from or arising out of any act or omission on the part of the Owner or any of its servants or agents or contractors during the construction or installation or maintenance of any Work to be performed pursuant to this Agreement. The policy shall include completed operations coverage and shall be maintained in effect until all obligations under this Agreement are satisfied.
- c) The policy shall include blanket written contractual liability, cross liability, contingent employer's liability, personal injury endorsement, liability with respect to non-owned licensed vehicles. In the event that the Owner intends to carry out any shoring, blasting, excavating, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading on the lands, it shall first provide the Town with the Certificate of Public Liability Insurance covering such operations in a format satisfactory to the Town, in which the Town is named as additional insured prior to undertaking any such operations.
- d) The Owner shall forward to the Town, prior to the signing of this Agreement by the Town, a Certificate of Liability Insurance. This Certificate of Insurance shall be signed by an authorized employee of the Insurance Company providing the insurance. Such insurance policy shall contain an endorsement to provide the Town and the Owner with not less than thirty (30) days written notice of cancellation.
- e) The Owner shall furnish, prior to commencement of any construction, and at such other times as the Town may require, a certified copy of the policy together with proof of payment of the premiums for same.

10. GENERAL CONDITIONS

- a) If required, the Owner shall at its own cost submit to the Ministry of the Environment for approval all plans required by the said Ministry and shall be responsible for obtaining any subsequent approvals from the Ministry of the Environment for the proposed facility or any addition thereto and shall supply the Town with copies of all approvals or conditions enforced or set by the Ministry. No building permit **will** be issued without receipt by the Town of the said approval.
- b) The Owner shall provide to the Town a copy of all joint use agreement(s) relating to the development of this site.
- c) All discharges from the Owner's property shall comply with the provisions of the Town's Sewer Use By-law 41-81, as amended from time to time.
- d) The Owner acknowledges and agrees that failure to comply with any term or condition herein may result in the Town taking such action to enforce compliance, as deemed appropriate by the Town.
- e) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, and all covenants and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands and every part thereof.
- f) In every clause of this Agreement, unless the contrary intention appears, words importing the singular number or the masculine gender only, include more persons, parties or things of the same kind than one, and females as well as males and the converse, and a word interpreted in the singular number has a corresponding meaning when used in the plural.
- g) Any notice required or permitted by this Agreement to be given by the parties hereto shall be in writing and shall be conclusively deemed to have been delivered on the date of mailing of such notice.
- h) Any such notice required to be given herein shall be in writing and shall be delivered in person or by prepaid registered mail, to the attention of the Owner and/or the Town as follows:

TO THE OWNER:	DAVID BARR AND EDITH BARR 398 DOMINION STREET RENFREW, ONTARIO K7V 1H6
	or such other address as the Owner has notified the Town Clerk in writing.
TO THE TOWN:	CORPORATION OF THE TOWN OF RENFREW 127 RAGLAN STREET SOUTH RENFREW, ONTARIO K7V 1P8
- i) The Owner, on behalf of itself, its heirs, executors, administrators and permitted assigns, including his successors in title, covenants and agrees to indemnify and save harmless the Town from all actions, causes of actions, suits, claims or demands whatsoever which arise directly or by reason of the development of the Site and the construction and maintenance or the improper or inadequate construction and/or maintenance of the Work.
- j) All clause headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

11. MINOR MODIFICATIONS TO THE SITE PLAN

- a) The Owner shall notify the Town of any proposed change of use or uses on the Site before, during or after the completion of the Work required under this Agreement.
- b) Minor modifications made to this Site Plan Agreement may be approved without an amendment to this Agreement with the authorization of the Director of the Department of Development and Works.

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 of Renfrew THIS 13th DAY OF July, 2016.

SIGNED, SEALED AND DELIVERED in the presence of:

DAVID BARR AND EDITH BARR

Don Mahusky

David Barr

Per:

Title:

Edith M. Barr

Per:

Title:

~~"I/We have the authority to bind the Corporation"~~

DATED AT THE TOWN OF RENFREW THIS 13th DAY OF July, 2016.

SIGNED, SEALED AND DELIVERED in the presence of:

THE CORPORATION OF THE TOWN OF RENFREW

Don Eady

Don Eady, Mayor

Kim R. Bulmer

Kim R. Bulmer, Clerk

SCHEDULE "A"

DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES

Lot 10, Plan 3; Town of Renfrew
(32 Prince Avenue East)

SCHEDULE "B"**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 "B" of this agreement:

Plans:

Drawing No.	Drawing Description	Prepared by	Current Revision Date DD/MM/YYYY
32 Prince Avenue East	Site Development Plan	David Barr	20/06/2016

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 'C'
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 **\$ 0.00** on the following estimates relevant to Schedule "B".

- 2) The Owner shall reimburse the Town for all invoices submitted by the Town's consultant that may be required for a Peer Review as well as Legal Fees submitted to the Town from its solicitor in regards to this Site Plan.

SCHEDULE "D"
FORM OF LETTER OF CREDIT

The Corporation of the Town of Renfrew
127 Raglan Street South
Renfrew, Ontario
K7V 1P8

RE: Guarantee No.:
Amount \$:
Expiry Date:

Dear Sirs:

At the request of _____ (the "Customer") the Bank of _____ (the "Bank"), for valuable consideration, the receipt whereof is hereby acknowledged, by this letter of guarantee (the "Guarantee") irrevocably and unconditionally guarantees payment to you, the Corporation of the Town of Renfrew (the "Corporation"), of a total amount of \$ _____.

This guarantee is issued in connection with the performance by _____ of all the terms of a Site Plan Agreement (the "Agreement") dated the _____.

A payment under this Guarantee shall be made before the expiry hereof upon your presenting to the Bank at its _____ Branch.

- (a) Your written demand for payment in the form described below.
- (b) This Guarantee.
- (c) Either (i) Vouchers paid by the Corporation certified by its Treasurer as having been paid by him on account of the Customer, for work services or materials required to be performed or supplied under the said Agreement, or (ii) a letter from the Corporation certifying that the "Customer" is in default in performing or supplying work, services or materials required to be performed or supplied under the said Agreement whether or not the Corporation has itself already performed or supplied the same.

The said demand shall refer to this Guarantee by the above number, shall state the amount demanded and shall certify:

- (a) That the amount is due and payable to you by the Customer, and
- (b) That you have requested payment of the said amount from the Customer and have not received payment, and
- (c) That the amount remains unpaid thirty (30) days after mailing of written demand.

Upon receipt by the Bank at the said Branch of the said demand and the other document(s) referred to above on or before the Expiry Date, the Bank shall pay to you the amount stated in the said demand to be payable to you by way of the Bank's draft without enquiring whether you have a right to such amount as between yourself and the Customer, provided that such amount, together with other amounts paid to you under this Guarantee, if any, does not exceed in the aggregate the amount of this Guarantee.

The Bank may note on this Guarantee the amount and date of any payment made to you under this Guarantee and shall retain this Guarantee if the aggregate amount of this Guarantee has not been paid to you if the Expiry Date has occurred.

This letter of Guarantee is irrevocable until _____ but automatically renews from year to year, unless the Bank gives ninety (90) days notice that it does not propose to renew it. This letter of credit may be reduced from time to time if the Corporation certifies to the Bank that part of the work has been completed.

Yours truly,

(Authorized Signature)

SCHEDULE "E"
PLANNING AND ENGINEERING REQUIREMENTS

1. The Owner agrees to construct to the satisfaction of the Town, fences, hedges, parking, accesses, aisles, landscaping, signs, and lighting in conformity with and in the locations shown on the attached approved plans which form part of this Agreement.
2. The Owner further agrees that it will arrange to provide and keep a copy of the said approved plans on Site on the said lands throughout the period of construction for the guidance of those employed to construct the Work.
3. The Owner agrees to permit the Town By-Law Enforcement Officer to enter upon the Site for the purposes of patrolling areas where parking is not permitted.
4. The Owner agrees that the installation of any exterior lighting on the Site or on the building shall be approved by the Town Engineer and shall be shown on the plans attached hereto forming part of this Agreement.
5. The Owner shall be responsible, at his expense, to provide all necessary CCTV inspection for sanitary and storm sewer works on the Site. If the inspection is not satisfactory to the Town, the Owner shall rectify the works at its sole expense.
6. The Owner shall be responsible to maintain all infrastructures relating to the watermain and the sanitary and storm sewer networks on its property. The Owner may be required by the Town, from time to time, to maintain, clean and/or repair any infrastructure within the Site.
7. All necessary and mandatory test results such as CCTV, pressure testing, chlorination and compaction test results must be submitted prior to receiving any request by Owner to reduce security deposits.
8. The Owner shall be responsible to repair any and all damages caused to Town streets, curbs and landscaping during the building operations. The Owner shall also keep clear and free of obstructions all Town streets used during the building operations.
9. The Owner shall abide and enforce any provincial and municipal By-laws, procedures and policies when working on Town streets and properties.

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 57286 - 0012 LT
Description PT LT 10, FIRST RANGE, PL 3 AS IN R328496 ; TOWN OF RENFREW
Address 32 PRINCE AVENUE EAST
RENFREW

Consideration

Consideration \$ 1.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE TOWN OF RENFREW
Address for Service 127 Raglan Street South, Renfrew, ON K7V 1P8

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation JENNIFER CHARKAVI, DEPUTY CLERK.

Party To(s)

Capacity

Share

Name BARR, DAVID
Address for Service 398 Dominion Street, Renfrew, ON K7V 1H6

This document is not authorized under Power of Attorney by this party.

Name BARR, EDITH
Address for Service 398 Dominion Street, Renfrew, ON K7V 1H6

This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Denise Dale Mahusky 248 Argyle St. South acting for Signed 2016 07 28
Renfrew Applicant(s)
K7V 1T7
Tel 613-432-3689
Fax 613-432-3936

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

JOSEPH D. LEGRIS A PROFESSIONAL CORPORATION o/a LEGRIS LAW OFFICE 248 Argyle St. South 2016 07 28
Renfrew
K7V 1T7
Tel 613-432-3689
Fax 613-432-3936

The applicant(s) hereby applies to the Land Registrar.

Fees/Taxes/Payment

Statutory Registration Fee \$62.85

Total Paid \$62.85

File Number

Party To Client File Number : 16110

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 57286 - 0012 LT
Description PT LT 10, FIRST RANGE, PL 3 AS IN R328496 ; TOWN OF RENFREW
Address 32 PRINCE AVENUE EAST
RENFREW

Applicant(s)

This Order/By-law affects the selected PINs.

Name THE CORPORATION OF THE TOWN OF RENFREW
Address for Service 127 Raglan Street South, Renfrew, ON K7V 1P8

This document is being authorized by a municipal corporation JENNIFER CHARKAVI, DEPUTY CLERK.

This document is not authorized under Power of Attorney by this party.

Statements

This application is based on the Municipality By-law See Schedules.

Signed By

Denise Dale Mahusky 248 Argyle St. South acting for Signed 2016 07 28
Renfrew Applicant(s)
K7V 1T7
Tel 613-432-3689
Fax 613-432-3936

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Submitted By

JOSEPH D. LEGRIS A PROFESSIONAL CORPORATION o/a LEGRIS LAW OFFICE 248 Argyle St. South 2016 07 28
Renfrew
K7V 1T7
Tel 613-432-3689
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Fees/Taxes/Payment

Statutory Registration Fee \$62.85
Total Paid \$62.85

CORPORATION OF THE TOWN OF RENFREW
BY-LAW NO. 48-2016

Being a By-law to authorize the Mayor and Clerk to execute a Site Plan Agreement with David L. Barr in relation to the property identified as 32 Prince Avenue East.

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 David L. Barr.


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

1. THAT the Mayor and Clerk be and are hereby authorized Mayor and Clerk to execute a Site Plan Agreement with David L. Barr in relation to the property identified as 32 Prince Avenue East with respect to the development to convert the existing building into a business office and associated site works.
2. THAT this By-law shall take effect and come into force immediately upon the passage thereof.

Read a first and second time this 12th day of July, 2016.

Read a third and final time this 12th day of July, 2016.


Don Eady, Mayor


Kim R. Bulmer, Clerk

CERTIFIED TRUE COPY


K. BULMER, CLERK



Ontario

ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #49

57286-0012 (LT)

PAGE 1 OF 1
PREPARED FOR DMANUSKY
ON 2016/07/28 AT 08:48:51

PROPERTY DESCRIPTION: PT LT 10, FIRST RANGE, PL 3 AS IN R328496 ; TOWN OF RENFREW

PROPERTY REMARKS:

ESSTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1998/08/10

OWNERS' NAMES
BARR, DAVID
BARR, EDITH

CAPACITY SHARE
JTEN
JTEN

REG. NO.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CARD
EFFECTIVE	2000/07/29	THE NOTATION OF THE	*BLOCK IMPLEMENTATION DATE * OF 1998/08/10 ON THIS PIN			
WAS REPLACED WITH THE	"PIN CREATION DATE" OF 1998/08/10					
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 1998/08/07 **					
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:					
**	SUBSECTION 4(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO	LAND TITLES: 1998/08/10 **					
R328496	1991/03/01	TRANSFER	\$70,000		BARR, DAVID BARR, EDITH	
RE208921	2016/07/28	BYLAW			THE CORPORATION OF THE TOWN OF RENFREW	
RE208922	2016/07/28	NOTICE	\$1		THE CORPORATION OF THE TOWN OF RENFREW	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP