



THE CORPORATION OF THE TOWN OF LINCOLN
APPLICATION FOR CASH IN LIEU OF PARKING APPROVAL

FOR OFFICE USE ONLY
CN: 3-5-02-03
Application:
Roll No.:

APPLICATION IS HEREBY MADE TO: The Town of Lincoln
4800 South Service Road
Beamsville ON L0R 1B1
Tel: (905)-563-8205
Fax: (905)-563-6566
Email: info@lincoln.ca

The undersigned hereby requests the Council of the Corporation of the Town of Lincoln to consider this application as it affects the lands and/or premises hereinafter described to the extent and upon the terms and conditions set forth in this application, including Appendices hereto.

NOTE: REFER TO APPENDIX "A" GUIDE TO APPLICANTS

1. FEE

In accordance with the Fees and Charges, found on the Town's website, the required Application Fee of \$ is enclosed.

2. OWNER, APPLICANT, AGENT AND/OR SOLICITOR

- (a) Owner's Name (Please Print)
Mailing Address
Postal Code Tel: ( ) Fax: ( )
Email
(b) Applicant's Name (Please Print)
Mailing Address
Postal Code Tel: ( ) Fax: ( )
Email
(c) Agent's Name (Please Print)
Mailing Address
Postal Code Tel: ( ) Fax: ( )
Email
(d) Solicitor's Name (Please Print)
Mailing Address
Postal Code Tel: ( ) Fax: ( )
Email

NOTE: ALL CORRESPONDENCE WILL BE SENT TO THE APPLICANT EXCEPT WHERE AN AGENT IS EMPLOYED, IN WHICH CASE IT WILL BE SENT TO THE AGENT.

3. APPLICANT'S RELATIONSHIP TO SUBJECT LANDS

- Registered Property Owner
Authorized Agent of Registered Owner
Holder of Option to Purchase Subject Lands
Authorized Agent of Person Holding Option to Purchase
Other (specify)

**4. OWNER'S ACKNOWLEDGMENT**

If the applicant is other than the registered owner of the subject lands, the Owner must complete the following affidavit:

I/We, (Please Print) \_\_\_\_\_

being the registered Owner(s) of the land described herein, am (are) aware of the intended use as requested herein and have no objection to this application being submitted.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

Note: If the development application involves two or more separate properties under separate ownership, separate authorization must be provided from each registered owner and be attached hereto. The application must include original signatures.

**5. MORTGAGES, RESTRICTIONS, COVENANTS, ETC.**

(a) Names and addresses of all mortgagees, holders of charges or other encumbrancer with respect to the subject lands:

Name (Please Print) \_\_\_\_\_

Mailing Address \_\_\_\_\_

Postal Code \_\_\_\_\_

Name (Please Print) \_\_\_\_\_

Mailing Address \_\_\_\_\_

Postal Code \_\_\_\_\_

NOTE: If more space is required, attach a separate sheet hereto.

(b) Are there any easements, rights-of-way, restrictions, or other covenants applicable to the subject lands? If yes, describe what they are.

NO

YES \_\_\_\_\_

**6. LOCATION OF THE SUBJECT LANDS**

Municipal Address \_\_\_\_\_

Lot(s) \_\_\_\_\_ Block(s) \_\_\_\_\_ Reg. Plan \_\_\_\_\_

Part(s) \_\_\_\_\_ Ref. Plan \_\_\_\_\_

Lot(s) \_\_\_\_\_ Concession \_\_\_\_\_

Former Municipality \_\_\_\_\_

If known, Assessment Roll No. \_\_\_\_\_

**7. PROPOSAL**

A covering letter may be submitted if more space is required.

(a) **GENERAL**

(i) Describe the existing use of the subject lands:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (ii) Explain the proposed use of the subject lands and the justification for the parking shortfall:

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(b) **SITE DETAILS**

Lot Frontage	_____	Metres
Lot Area	_____	Square Metres
Building Ground Floor Area	_____	Square Metres (from outside walls)
Gross Floor Area	_____	Square Metres (all floors from outside walls)
Total Number of Parking Spaces	_____	Above ground
	_____	Underground
Number of Dwelling Units	_____	

NOTE: Dwelling Units are not eligible for cash in lieu of parking, however for mixed used developments information on the number of units is required in order to determine the total number of required parking spaces.

**8. REQUIRED PLANS AND RELATED RELEVANT INFORMATION**

The following information shall be submitted with the application:

- Three copies of the Site Plan outlining the location of all buildings and parking.
- One copy of the Deed to property.
- Parking Space Usage Study (if required by the Town).

**NOTE:**

- Processing time for most applications is 8 – 12 weeks.

**APPENDIX "A"**  
**GUIDE TO APPLICANTS**

**TOWN OF LINCOLN**  
**APPLICATION FOR CASH IN LIEU OF PARKING**  
**INFORMATION AND PROCEDURES**

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**1. Purpose**

The Zoning By-law for the Town of Lincoln (93-14-Z1, as amended) specifies the minimum parking space requirements for commercial development. The purpose of the Cash in Lieu of Parking is to provide relief from the parking provisions outlined in the Town's Zoning By-law No. 93-14-Z1. An owner of a property to be rezoned and/or developed for commercial purposes may make an application to the Town to provide cash in lieu of off street parking, exempting the owner from providing and maintaining parking facilities in accordance with the Town's Zoning By-law No. 93-14-Z1, as amended, or any successor thereto.

Section 40(1) of the Planning Act, R.S.O., 1990, c.P. 13, as amended provides that a municipality and an owner or occupant of a building may enter into an agreement exempting the owner or occupant from providing or maintaining parking facilities in accordance with the applicable Zoning By-law. Section 40(2) of the Planning Act requires agreements to provide for the payment of money for the exemption and sets out the basis for the payment calculation. Section 40(4) of the Planning Act permits such agreements to be registered on title.

The cash in lieu of parking program is applicable to all commercial uses within the General Commercial (GC) Zone of the Town's Zoning By-law No. 93-14-Z1. Each application will be evaluated on a site-by-site basis. The Cash in Lieu Policy does not apply to any other non-residential use or any residential use.

Any letters of credit submitted to the Town must be in accordance with the Town's Standard Letter of Credit form to the satisfaction of the Director of Finance.

**2. Preliminary Discussion**

Prior to submission of an application, the Applicant should contact the Planning and Development Department for a preliminary review of the proposal. This can answer any questions the Applicant may have and ensure accuracy of the application, which can reduce the possibility of future delays in processing.

**3. Submission of Application**

It is the responsibility of the Applicant (or duly authorized agent) to complete, sign and submit an application to the Planning and Development Department. Applications must include the required number of plans and other support material, and the applicable fee. Any submission lacking the required information or fee shall not be considered further.

The applicant shall submit an application for cash in lieu of parking, including the required fee at the time of the submission of the Zoning By-law Amendment Application and/or Site Plan Approval Application for lands to be rezoned and/or developed. For Building Permit Applications, the application must be submitted prior to the submission of the Building Permit Application. As part of the application, the owner shall provide justification for the parking shortfall. Requests for agreements to exempt parking requirements will only be considered for commercially zoned lands. The Town will not accept applications for residential parking exemptions as the Town's public parking lots are intended only for temporary parking, they are not suitable for permanent overnight parking.

**4. Application Process**

The Planning and Development Department is responsible for the processing of all cash in lieu of parking applications. Proposals for cash in lieu of off-street parking will be evaluated based on the following criteria:

- Whether the existing parking supply in the surrounding area can accommodate the on-site parking deficiency. This may require the applicant to supply a parking space usage study.
- Examination of the site constraints that prevent the provision of the required number of parking spaces.
- The proposed use of the property and whether there is any issue as to over development of the site.
- Whether the development is contributing to the revitalization of the area.

- Whether aspects of the project that are in keeping with Official Plan objectives such as:
  - Maximizing the use of existing public infrastructure by infilling or redeveloping vacant or underutilized land.
  - To preserve and enhance the viability of existing commercial facilities.
  - To encourage redevelopment in keeping with Smart Growth principles.
  - Locating buildings close to the streetline and providing landscaping between the streetline and the building.
  - Protection of heritage buildings or features.

If the application meets the criteria of the policies in the Town's Official Plan and the criteria in this policy, the Planning and Development Department prepares the conditions of cash in lieu of parking approval for consideration by the Town's Economic Development and Planning Committee and Council which shall include, among other general terms:

- The number of parking spaces to be considered for a payment of cash in lieu of off-street parking;
- The estimated cost of each parking space based on the Town's General Fees and Charges By-law;
- The owner's contribution or payment; and
- The draft agreement.

The conditions of the payment of cash in lieu of off-street parking approval will also include a provision that the contribution as calculated by the Town is valid for only six months from the date of the agreement. If the owner and the Town do not execute the agreement within the stated six-month period, a new application along with the required fee will be required. The municipality having accepted payments for cash in lieu of parking is under no obligation at any time to provide parking spaces in a particular location.

## 5. Agreement

The Town shall prepare an agreement for the payment of cash in lieu of off-street parking. The agreement must be executed and registered prior to the registration of any required site plan agreement and prior to the issuance of a building permit.

If payment by instalment is requested, this will be addressed in the terms and conditions of approval. Payment by instalment will only be considered if the total payment amount exceeds \$35,000.00. The instalment period will be restricted to a maximum of three years, it will include one upfront payment of a minimum amount of \$35,000.00, and it will include a maximum of three yearly instalments for the balance of the payment including interest, which is based on the Town's prime borrowing rate plus one percent. The first payment is to be made up front and a letter of credit in the amount outstanding will be required to accompany the cash in lieu of parking payment.

For payment by instalment, the agreement will include specific end dates when the monies are to be paid. The agreement will include one up-front payment and a letter of credit for the amount outstanding, prior to execution by the Town to ensure the Town will receive payment on the specified dates. Cash in lieu of parking payments are not refundable. The number of parking spaces where payment in lieu of off-street parking has been made will be credited to the property.

## 6. Related Applications

### (a) Zoning By-law Amendment Applications

For Zoning By-law Amendment applications associated with a payment of cash in lieu of off-street parking approval, the payment must be made and the agreement executed and registered prior to the passing of the Zoning By-law Amendment.

### (b) Site Plan Applications

For Site Plan Approval applications associated with a payment of cash in lieu of off-street parking approval, the payment must be made and the agreement registered prior to the registration of the Site Plan Agreement.

### (c) Building Permit Applications

For change of use applications or additions to commercial buildings associated with a payment of cash in lieu of off-street parking approval, the payment must be made and the agreement registered prior to the issuance of a building permit by the Town

**APPENDIX "C"**  
**LETTER OF CREDIT FORM**  
**TOWN OF LINCOLN**

*Standard Form Letter of Credit to be supplied by the owner to the Town of Lincoln satisfying the requirements of a Site Plan or Subdivision Agreement.*

BANK LETTERHEAD

Letter of Credit No: \_\_\_\_\_

Total Amount: \_\_\_\_\_

Date: \_\_\_\_\_

Branch: \_\_\_\_\_

**TO: THE CORPORATION OF THE TOWN OF LINCOLN**  
**IRREVOCABLE STANDBY LETTER OF CREDIT**

We hereby authorize you to draw on \_\_\_\_\_,  
(Financial Institution)

(Address)

for account of our customer, \_\_\_\_\_  
(Name)

up to an aggregate amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )  
available by drafts at sight for 100% value as follows:

Pursuant to the request of our customer, the said \_\_\_\_\_  
(Name)

we, the \_\_\_\_\_ hereby establish and give to you this Irrevocable Standby Letter of Credit in your

favour in the total amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )  
which may be drawn on by you at any time, from time to time upon written demand for payment made upon us  
by you which demand we shall honour without enquiring whether you have a right as between yourself and our  
said customer to make such demand and without recognizing any claim of our said customer.

Provided, however, that you are to deliver to the \_\_\_\_\_  
(Financial Institution)

at such time as a written demand for payment is made upon us, a certificate signed by your Treasurer, or  
designate, confirming that monies drawn pursuant to this Letter of Credit are to be used to perform any  
outstanding obligations of our said customer to you or to ensure that any outstanding obligations of our said  
customer to you are performed.

It is understood and agreed that the obligation of the undersigned under this Letter of Credit is an obligation to  
pay money only and that in no circumstances shall the undersigned be obliged to perform or cause to perform  
any of our customer's obligations to you.

The amount of this Letter of Credit shall be reduced from time to time as advised by notice in writing given to us  
by you from time to time. This Letter of Credit will continue up to \_\_\_\_\_,  
(Date)

and will expire at the close of business on that date and you may call for payment of the full amount outstanding  
under this Letter of Credit at any time prior to the close of business on that date should this Letter of Credit not  
be renewed.

We agree to notify you, in writing, on or before \_\_\_\_\_ if  
(One month prior to expiry date set out above)

this Letter of Credit will not be renewed by us. If we fail to so notify you, then this Letter of Credit shall be  
deemed to be automatically renewed for a further year and so on from year to year thereafter.

Partial drawings hereunder are permitted.

Drafts must be drawn and negotiated not later than close of business on the expiry date or renewal expiry date  
hereunder as the case may be. The Drafts drawn under this Letter of Credit are to be endorsed hereon and  
shall state on their face that they are drawn under the \_\_\_\_\_  
(Financial Institution)

(Address)

Letter of Credit No. \_\_\_\_\_, Dated: \_\_\_\_\_

For: \_\_\_\_\_  
\_\_\_\_\_