



THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

1 BAILEY STREET, P.O. BOX 129, PORT CARLING, ON P0B 1J0

Application for Site Plan Approval

FOR OFFICE USE ONLY:

APPLICATION #: _____ ROLL #: _____ DATE: _____
 RECEIPT #: _____ CIVIC (911) ADDRESS: _____
 Schedule #: _____ MNR #: _____ Assessment Map #: _____

1. REGISTERED OWNER(S)

Name _____
 Address _____
 Telephone _____ Fax / Email _____

2. AGENT (if applicable)

Name _____
 Address _____
 Telephone _____ Fax / Email _____

Please specify to whom all correspondence should be sent : Owner Agent

3. LEGAL DESCRIPTION OF PROPERTY

Geographic or Former Township _____
 Lot Number _____ Concession _____
 Registered Plan Number (if any) _____ Lot Number _____
 Reference Plan Number (if any) _____ Part Number _____
 Civic / 911 Address _____

4. LAND USE

Existing _____
 Proposed _____

5. PROPERTY CHARACTERISTICS

Water Frontage _____ Road Frontage _____
 Lot Area _____ Average Depth _____

6. DESCRIPTION OF PROPOSAL

7. DIMENSIONS OF PROPOSED STRUCTURE (including height)

8. I hereby apply for Site Plan Approval and declare that the statements made in the application and the information contained in the accompanying plans are true. I hereby permit Township staff to inspect the property to verify the application and draft any required reports.

THAT THERE MAY BE ADDITIONAL APPROVALS SUCH AS BUT NOT LIMITED TO: BUILDING PERMIT, ENTRANCE PERMIT, ETC AND ADDITIONAL FEES AND CHARGES SUCH AS BUT NOT LIMITED TO: BUILDING PERMIT FEES, DEVELOPMENT CHARGES, ETC. ASSOCIATED WITH ANY DEVELOPMENT APPROVED IN CONJUNCTION WITH THIS APPLICATION.

	_____	_____
Date		Owner's/Agent's Signature
FEE:	Residential (Dwelling) \$800.00	Commercial (less than 7,500 sq. ft.) \$1,500.00
	Residential (Accessory) \$500.00	Commercial (over 7,500 sq. ft.) \$2,500.00 +
	Residential Amendment (Minor) \$500.00	
	Commercial Amendment (Minor) \$750.00	
	Condition of Minor Variance 50% of fee	

Personal information contained in this form is collected under the authority of the *Planning Act*, Section 40, and will be used to determine the eligibility of the proposed site plan. Questions about this collection should be directed to: Director of Planning, Township of Muskoka Lakes, 1 Bailey Street, P.O. Box 129, Port Carling, Ontario P0B 1J0 Tel: (705) 765-3156 Fax: (705) 765-6755



THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

AUTHORIZATION FOR AN APPLICATION

BY A PERSON OTHER THAN THE LEGAL OWNER(S)

I / We, _____, being
the legal owner(s) of the property described as Lot(s) _____,
Concession(s) _____, Part(s) _____, on Plan(s) _____,
located at Civic Address _____,
in the former Township of _____, now in the Township of
Muskoka Lakes, and having Tax Assessment Roll # _____,
hereby authorize _____ to make
an application for

- Minor Variance Severance Concurrent Severance / Zoning By-law
 Zoning By-law Deeming By-law Site Plan

for the property noted above.

Date

Signature of Legal Owner(s)

Commercial / Multiple Dwellings

THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

SITE PLAN AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____ 20__.

BETWEEN: _____
hereinafter called the "OWNER" OF THE FIRST PART,

- AND -

THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES,
hereinafter called the "TOWNSHIP" OF THE SECOND PART.

WHEREAS the OWNER is the owner in fee simple of those lands and premises located in the Township of Muskoka Lakes in the District of Muskoka being more particularly described in Schedule 'A' to this Agreement (the "Lands");

AND WHEREAS the OWNER has applied to the TOWNSHIP to permit development on the Lands;

AND WHEREAS the OWNER has agreed with the TOWNSHIP to furnish and perform the works, material, matters and things required to be done, furnished and performed in the manner hereinafter described in connection with the proposed development and use of the Lands;

AND WHEREAS the Lands have been designated by the Council of the TOWNSHIP as being within a site plan control area as provided for by Section 41 of the Planning Act, R.S.O., 1990, as amended;

NOW THEREFORE witnesseth that in consideration of the mutual covenants hereinafter expressed and for other good and valuable consideration and the sum of ONE-----(\$1.00)----- --DOLLAR of lawful money of Canada now paid by the TOWNSHIP to the OWNER, the receipt whereof is hereby acknowledged, the OWNER and the TOWNSHIP covenant, declare and agree as follows:

SECTION I - LANDS TO BE BOUND

- 1) The Lands to be bound by the terms and conditions of this Agreement, are located in the former (_____) Ward of the TOWNSHIP, and are more particularly described in Schedule "A" hereto.

SECTION II - COMPONENTS OF THE AGREEMENT

- 1) The text, consisting of Sections I through VI, and the following Schedules, which are annexed hereto, constitute the components of this Agreement.
 - Schedule "A" - Legal Description of the Lands being developed.
 - Schedule "B" - Site Plan (*available for viewing at the Office of the Township of Muskoka Lakes, in Port Carling, Ontario*).
 - Schedule "C" - Architectural Drawings (*available for viewing at the Office of the Township of Muskoka Lakes, in Port Carling, Ontario*).
 - Schedule "D"- Drainage Plan / Stormwater Management Plan (*available for viewing at the Office of the Township of Muskoka Lakes, in Port Carling, Ontario*).
 - Schedule "E" - Landscape Plan (*available for viewing at the Office of the Township of Muskoka Lakes, in Port Carling, Ontario*).
 - Schedule "F" - Lighting Plan (*available for viewing at the Office of the Township of Muskoka Lakes, in Port Carling, Ontario*).
 - Schedule "G" - Letter of Credit (Securities) (*available for viewing at the Office of the Township of Muskoka Lakes, in Port Carling, Ontario*).

SECTION III - REGISTRATION OF AGREEMENT

- 1) This Agreement shall be registered on title to the Lands as provided for by Section 41(10) of the Planning Act R.S.O. 1990 as amended, at the expense of the OWNER;
- 2) The OWNER agrees that all documents required herein shall be submitted in a form suitable to the TOWNSHIP and, where necessary, suitable for registration;
- 3) The PARTIES agree that this Agreement must be registered against the OWNER'S Lands within thirty (30) days of the execution thereof by the TOWNSHIP;
- 4) The OWNER agrees to have the TOWNSHIP register this Agreement at the expense of the OWNER.

SECTION IV - BUILDING PERMITS

- 1) The OWNER agrees to not request the Chief Building Official to issue a building permit to carry out the development until this Agreement has been registered on title to the Lands and a copy of the registered Agreement has been provided to the TOWNSHIP.
- 2) It is agreed that if the OWNER fails to apply for any building permit or permits to implement this Agreement within 12 months from the date upon which such building permit would be available, then the TOWNSHIP, at its option has the right to terminate this Agreement and the relate approval and require that a new Site Plan application be submitted for approval and execution.

SECTION V - PROVISIONS

- 1) The OWNER covenants and agrees to develop the Lands in accordance with the Site Plan being Schedule "B", and that no work will be performed on the Lands except in conformity with all provisions of this Agreement.
- 2) The OWNER further agrees that the location of entranceways and parking of all highway vehicles on the Lands shall be restricted to the entranceways and parking areas illustrated on Schedule "B". The OWNER shall provide sufficient off-street parking on the Lands to comply with all applicable by-laws of the Township.
- 3) The OWNER further agrees to take such action as may be necessary from time to time to ensure that dust emanations, if any, from parking areas and walkways does not create any nuisance to adjacent property owners.
- 4) The OWNER further agrees to restrict all external lighting facilities on the Lands to prevent light trespass and glare onto neighbouring properties, and to mitigate any impacts on the Dark Sky. As such, the OWNER agrees that:
 - i. All lighting is to be full cutoff Dark Sky Compliant (a shield is at or below the filament in bulb) ensuring no light emission above the horizontal plane of the fixtures;
 - ii. Intensity of light is reduced by using maximum 40 (incandescent) watt light bulbs;
 - iii. Light emanating towards a navigable waterway is reduced by timers from 11pm to 6am;
 - iv. Floodlights shall not be permitted;
 - v. All lighting be installed as per a satisfactory detailed Lighting Plan as shown on Schedule "F".

- 5) The OWNER further agrees to provide suitable containers for the storage of garbage and other waste material at its sole risk and expense in the location as shown on Schedule "B". The garbage containers will be animal proof containers, used for the short-term collection of waste, only until such time as it can be transported off the Lands to a waste management facility. Such containers will be located within a satisfactory enclosure to be maintained by the OWNER. The OWNER further agrees to ensure the proper care and control of garbage.
- 6) The OWNER further agrees to provide for the removal of snow from access ramps, driveways, parking areas, and walkways at its sole risk and expense, in order to permit the passage of emergency vehicles. The removal and storage of such snow shall not reduce the total number of required parking spaces, nor cause damage whatsoever, by flooding or otherwise, to adjoining lands. The OWNER further agrees to not deposit any snow on any municipal, district, or provincially owned property.
- 7) The OWNER further agrees to preserve and maintain all natural vegetation, healthy trees, and any natural watercourses on the Lands which are located beyond building sites, as shown on Schedule "B", in order to provide a visual screen and environmental buffer. The OWNER also agrees to allow any disturbed areas of the Lands to regenerate and to plant further vegetation and trees if necessary from time to time if there is a loss of the vegetative buffer due to or as result of construction or development work having been carried out on the Lands or environmental conditions. The vegetative buffer shall be maintained to the satisfaction of the Director of Planning or their designate.
- 8) The OWNER further agrees to complete all landscaping and re-naturalization in those areas designated for such and in accordance with the Approved Plans referred to in Schedule "E". The OWNER shall replace any unsatisfactory landscape components, trees, and/or plant material not in a healthy growing state, as soon as possible. All proposed planting and landscaping features shall utilize native tree, shrub, and grass species, and all proposed trees shall be a minimum of five feet in height when planted, unless otherwise detailed on Schedule "E".
- 9) The OWNER further agrees to provide for the grading of change in elevation or contour of the land and the disposal of storm, surface and waste water from the land and from any buildings or structures thereon as shown on Schedule "D" and will ensure that the natural drainage is not altered in any way that will cause damage to any adjacent lands or to any public highway. The OWNER agrees to carry out the required Stormwater Management and Construction Mitigation Plan detailed on Schedule "D".

The OWNER further agrees to retain the services of a professional engineer licenced to practice in the Province of Ontario who shall ensure that all required construction mitigation measures are in place prior to formal development of the lands shown on Schedules "B" and "D".

The professional engineer and/or contractor shall be required to conduct regular site inspections to ensure all construction mitigation measures are functioning as intended. Where additional mitigative measure or other modifications are deemed necessary and appropriate to protect the environment, in the opinion of the professional engineer or appropriate public authority, such shall be effected promptly by the OWNER under the direction of the professional engineer.

The professional engineer or contractor shall file reports to the TOWNSHIP and District Municipality of Muskoka at least monthly on the progress of the project and the capability of the measures to control sediment runoff. This will continue until the site is entirely stabilized (i.e. no exposed soil).

The OWNER further agrees to revegetate the site as soon as possible after the final grading is complete.

- 10) The OWNER further agrees not to excavate the Lands except for the purpose of construction in accordance with Schedules "B" and "D" approved by the Municipality. No soil, sand, gravel or other material shall be removed from the Lands except with the prior permission of the Municipality.
- 11) The OWNER further agrees to be responsible for the cleanup and repair of all public streets and road allowances upon which obstructions have been placed or mud and/or dust deposited or which have been damaged by equipment or activities on the Lands. If the OWNER fails to do so, the Township shall be entitled, but not obligated, to cleanup or repair the public streets and road allowances at the sole expense of the OWNER and to draw upon any security provided under this arrangement to the extent necessary to pay such costs.
- 12) The OWNER further agrees not to allow any refuse, debris, construction or building materials to be deposited or remain on the Lands except construction or building materials stored on site for staging purposes during active construction which shall be utilized within a reasonable time-period not to exceed 30 days without written consent of the Township. The OWNER shall maintain the construction site and the Lands in a tidy and safe condition at all time. In circumstances where there will be no construction activity being carried out on the Lands for a period of at least 30 days, the OWNER shall level off and/or remove extraneous materials, earth or rock to the satisfaction of the Township and secure the construction site and the land with appropriate safety and barrier fencing.
- 13) The OWNER further agrees to construct all buildings in accordance with the provisions of Schedule "C", illustrating the massing and conceptual design, and the general elevations and typical cross-sections of the buildings to be erected by the OWNER on the Lands. The Site Plan, Schedule "B", shows the building envelopes and locations in which buildings are to be erected. Except for minor deviations necessitated by conditions, topography, the requirements of the Ministry of the Environment, to preserve mature standing trees, and deviations for structural orientation, no building shall be located on the Lands except in accordance with Schedule "B".
- 14) The OWNER further agrees to provide and maintain site servicing at the sole risk and expense of the OWNER and that the proposed method of sewage disposal be undertaken in accordance with the approvals of the Township and/or Ministry of Environment and as permitted by the Ontario Building Code and the Ministry of Environment. The location of the tile field shown on Schedule "B" must be approved by the Township through the issuance of a Building Permit or by the Ministry of Environment and no further development shall occur on the Lands that may prevent the maintenance or proper operation of the sewage disposal system.
- 15) The OWNER further agrees to signing the fire route, installing a hydrant, and any other fire protection requirements as stipulated by the Township Fire Chief and shown on Schedule "B".
- The OWNER further agrees to keeping the fire route clear of all debris, vehicles, and snow. All other fire related equipment must be accessible and in good working order at all times.
- 16) The OWNER shall deposit with the Township, at the time of execution of this Agreement, a Letter of Credit from a Canadian Chartered Bank as Schedule "G" in the amount of \$ _____ as being 100% of the estimated cost of performing the works required by this agreement as shown on Schedule _____ being comprised of _____.
- 17) The OWNER further agrees, and shall be aware, that although site plan approval under Section 41 of the Planning Act R.S.O. 1990, as amended, may be given for a building location or building envelope, spatial separations as required by the Ontario Building Code must be complied with.

- 18) Although there are improvements proposed on the Lands and shown on the Approved Plans, the OWNER acknowledges and agrees that all future development on the property must comply with all relevant municipal by-laws and provincial statutes and regulations. The display of development on the Approved Plans shall not be deemed to be acceptance or approval of such construction in the absence of zoning compliance or the issuance of any additional necessary approvals.
- 19) Upon completion of the works detailed on the Approved Plans the OWNER further agrees to contact the Planning Department for the Township of Muskoka Lakes in order to arrange for a final site inspection.
- 20) The OWNER hereby consents to the entry of an authorized agent or employee of the Township onto the Lands, for the purpose of carrying out an inspection to ensure compliance with this Agreement.
- 21) The OWNER shall pay to the Township any property taxes that are due and owing to the Township in relation to the lands affected by this Agreement prior to its registration on title.

SECTION VI - BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, NOTICE, PENALTY

- 1) This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the Lands.
- 2) The OWNER shall complete the items detailed on Schedule(s) _____ within two (2) years from the date of registration of this Agreement, failing which the OWNER shall be deemed to be in default under the terms of this Agreement and the Township shall be entitled to take all steps necessary to enforce the terms of this Agreement all at the expense of the OWNER.
- 3) Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the OWNER and the Township, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.
- 4) Following completion of the works, the OWNER shall maintain to the satisfaction of the TOWNSHIP, and at the sole expense of the OWNER, all the facilities or works described on Schedule _____.
- 5) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and lawful assigns.
- 6) The OWNER further agrees that upon the transfer of the ownership of the lands, the Township shall not be required to return any security required to be provided under this Agreement until the new owner (transferee) provides the Township a substitute cash, letter of credit or such other security as may be permitted in the required amounts to the satisfaction of the Township.
- 7) The Agreement shall come into effect on the date of registration by the TOWNSHIP.
- 8) The OWNER acknowledges that this Agreement is entered into under the provisions of Section 41(10) of the Planning Act R.S.O. 1990, as amended, and that the expenses of the TOWNSHIP arising out of the enforcement of this Agreement may be recovered as taxes under Section 398 of the Municipal Act, S.O. 2001, c.25.

- 9) In the event of the OWNER making default in doing or performing the works, matters, and things herein by the OWNER agreed to be done and performed, or otherwise making default under the covenants and provision of the Agreement after the OWNER, the Surety, if any, and the MORTGAGEE, if any, having been so notified in writing by the TOWNSHIP Clerk at his or her or their last known place of address the TOWNSHIP shall be then entitled at any time if any such default shall continue to realize upon the security referred to in Clause 16 of Section V of this Agreement and employ the proceeds thereof or any part thereof in the completion of any or all of such works or in remedying any default without further notice of any kind to the OWNER, the Surety, if any and to the MORTGAGEES, if any.
- i) Any Letter of Credit or security filed with the Township is based upon the estimated cost of completing the various matters prescribed by this Agreement. However, all Letters of Credit and securities received by the Township may be used as security for any item or any other matter which, under the terms of this Agreement, is the responsibility of the OWNER.
 - ii) If, in the event of default of the OWNER under any of the provisions of this Agreement, it becomes necessary for the Township to realize on its security, then the Township, its servants, employees, agents, and/or sub-contractors shall, if the Township so elects, have the right and privilege at all times to enter upon the Lands for the purpose of repairing or completing any work or services required to be completed by the OWNER under this Agreement, and for which security is held under this Agreement.
 - iii) If the costs of completing such work or service exceed the amount of security held by the Township, such excess shall be paid by the OWNER to the Township.
 - iv) In the event that there are required works remaining to be completed as provided in this Agreement and/or as shown in the Approved Plans, and there are insufficient securities on deposit with the Township, the Township may exercise its authority under the Municipal Act to have such works completed at the cost of the OWNER to recover the expense incurred by the Township which shall be a debt owing to the Township by the OWNER and shall be recoverable in a like manner as municipal taxes.
- 10) The OWNER further agrees that if the Township becomes obligated to make any payments, or pay any costs, under the provisions of Section 17 (4) of the *Construction Lien Act*, this will constitute a default and entitle the Township to realize upon its security.
- 11) The OWNER may, as portions of the work are completed or upon completion of all of the works, make application to the Township to release or reduce the security to such amount as is sufficient to guarantee the due performance and completion of all of the outstanding terms required of the OWNER under this Agreement, and this amount will also include security holdbacks required for maintenance periods. The following procedures shall be taken prior to any release of or reduction in security:
- i. Letter of Request: The OWNER shall file a letter of request to the Director of Planning or their designate.
 - ii. Consultant's Certificate: Accompanying the letter of request, shall be a letter from the applicable consultant confirming that work required under this Agreement has been completed in accordance with the specifications and requirements of this Agreement and that the final inspection for such work has been completed.
 - iii. As Constructed Drawings: When required, there shall be filed with the Township "record drawings".

- iv. Remaining Work: A listing of works remaining to be completed and identification of deficiencies in the existing works, including an estimate of the costs of completion of the works shall be provided to the Township.
- v. Landscape Inspections: Landscape inspections submitted to the Township must be undertaken during the months of April to September only to be eligible for the release of planting securities.

Upon receipt of the above noted documentation and acceptance of the works by the Township, Director of Planning or their designates, the Township if satisfied may reduce or release the amount of security held, but in no case shall the amount of the security be reduced to any amount less than an amount equivalent to 100% of the cost of deficiencies and any incomplete work as estimated by the OWNER's consultant and agreed to by the Township.

It is agreed to that the Township may require a holdback of the security or a maintenance security equal to ten percent (10%) of the total value of the works to be filed with the Township for a period of one year upon acceptance of the works to act as a guarantee against defects.

- 12) The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party's right to enter into and enforce each and every term, covenant and condition herein contained in this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provision in Section 41 of the *Planning Act* interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.
- 13) Any notice, required to be given pursuant to the terms hereto, shall be in writing and mailed or delivered to the other at the following address:

OWNERS NAME AND ADDRESS:

AREA MUNICIPALITY: Clerk
Township of Muskoka Lakes,
P.O. Box 129,
Port Carling, ON., P0B 1J0

IN WITNESS WHEREOF the OWNER and the TOWNSHIP have caused their corporate seals to be affixed over the signatures of their respective signing officers.

SIGNED, SEALED AND DELIVERED
in the presence of:

Signature of Witness

Signature of Owner

Print name of Witness

Print name of Owner

Signature of Witness

Signature of Owner

Print name of Witness

Print name of Owner

THE CORPORATION OF THE
TOWNSHIP OF MUSKOKA LAKES

Mayor
Phil Harding

Clerk
Cheryl Mortimer

OWNERS NAME AND ADDRESS:

AREA MUNICIPALITY: Clerk
Township of Muskoka Lakes,
P.O. Box 129,
Port Carling, ON., P0B 1J0

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