



THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES
1 BAILEY STREET, P.O. BOX 129, PORT CARLING, ON P0B 1J0

**APPLICATION FOR MINOR VARIANCE
AGREEMENT CHECKLIST**

Please ensure you have completed this checklist and submit it with your application:

- Fully complete all sections of the Application Form
- Original signatures by all Owner(s)/Agent on Page 2
- Authorization for an Application by a Person Other Than the Legal Owner(s) found on Page 3, if applicable
- Application fee attached made payable to the Township of Muskoka Lakes
 - Minor Variance Agreement pursuant to Section 45(9) of the *Planning Act*: \$600
- Copy of conditionally approved minor variance site plan and any applicable drawings or studies/reports, such as a planting/re-naturalization plan, tree retention plan, etc.
 - * Digital copies can be submitted to planning@muskokalakes.ca
 - * Note that if securities are required (e.g. for plantings), the amount to be held will be required to be confirmed and paid prior to approval of this application. Securities are to be returned to the individual or entity who paid them, unless authorized otherwise.



THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

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

Application for a Minor Variance Agreement

FOR OFFICE USE ONLY:	DATE STAMP:
MVA#: _____	
Condition of Minor Variance: A#: _____	RECEIPT #: _____
Roll #: 4453- _____	Zoning of Subject Property: _____
911 Address (if applicable): _____	

1. REGISTERED OWNER(S)

Name _____
 Address _____
 Telephone _____ Email _____

2. AGENT (if applicable)

Name _____
 Address _____
 Telephone _____ 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 _____
 Property Roll #: 4453 _____

4. LAND USE

Existing _____
 Proposed _____

5. PROPERTY CHARACTERISTICS

Water Frontage _____ Road Frontage _____
 Lot Area _____ Lot Area within 200 ft of HWM _____
 (if applicable)

6. DESCRIPTION OF PROPOSAL (Attach copies of conditionally approved minor variance site plan, and any applicable drawings, studies/reports, such as planting/re-naturalization plan, tree retention plan, etc.).

7. CONDITION IMPOSED BY MINOR VARIANCE) (Attach site plan and drawings from Minor Variance Application)

8. I hereby apply for a Minor Variance Agreement 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 to verify the completion of required works for the purpose of returning any required securities, if necessary.

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.

FEE: \$600.00

Personal information contained in this form is collected under the authority of the *Planning Act, R.S.O. 1990, as amended*, Section 45, and will be used to determine the direction of the Section 45(9) Agreement. Questions about this collection should be directed to: Manager 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

(Signature of applicant or authorized agent)

Dated at the _____ of _____, this
_____ day of _____ 20_____.



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
- Section 45(9) Agreement (Minor Variance Agreement)

for the property noted above.

Date

Signature of Legal Owner(s)

The personal information on this form is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O.1990, M.56. S.29(1)(g), 31(b). The information will be used for the purposes of administering this project. The information collected will be protected with appropriate security safeguards. All questions or concerns with respect to the collection, storage, use or retention of the information you provide on this form may be directed to the Township Clerk, 1 Bailey Street Port Carling Ontario P0B 1J0, telephone at 705-765-3156

THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

THIS AGREEMENT made in duplicate this ____ day of _____, 2022.

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:

1. The OWNER has applied to the Committee of Adjustment for the Corporation of the Township of Muskoka Lakes for a variance related to the subject land, and the Committee File Number is **A- /** _____.
2. It is a condition of granting Minor Variance Application **A- /** _____ that the parties enter into this Agreement, pursuant to Section 45(9.1 and 9.2) of the Planning Act, R.S.O., 1990, as amended.
3. 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.
4. The text of this Agreement and the following Schedules, which are annexed thereto, constitute the components of the Agreement.

Schedule "A" - Legal Description of the Land being developed.

Schedule "B" - Approved Plans which for the purpose of this Agreement shall include all plans, drawings, sketches, details and specifications approved for construction, development, tree retention, and re-vegetation to be carried out with respect to the Land *(which are available for viewing at the Office of the Township of Muskoka Lakes, in Port Carling, Ontario)*.

Schedule "C" - Securities *(which are available for viewing at the Office of the Township of Muskoka Lakes, in Port Carling, Ontario)*.

NOW THEREFORE THIS AGREEMENT WITNESSES that the OWNER covenants and agrees with the TOWNSHIP on behalf of his/her heirs, executors, administrators and assigns:

5. The LAND to be bound by the terms and conditions of this Agreement are located in the former __, now in the Township of Muskoka Lakes, and are more particularly described in Schedule "A" hereto.
6. This Agreement shall be registered on title to the lands as provided for by Section 45(9.2) of the Planning Act R.S.O. 1990 as amended, at the expense of the OWNER.
7. 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. 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.

8. That the terms of the Agreement may be enforced by the TOWNSHIP against the OWNER and subject to the provisions of the Registry Act and the Land Title Act, any and all subsequent OWNER(s) of the Land with all the rights of actions given the TOWNSHIP by the Municipal Act, R.S.O., 1990, Chapter M.45, Section 199, and the Planning Act, R.S.O., 1990, Chapter P13.
9. That in addition to the rights of the TOWNSHIP set out in the previous paragraph, the TOWNSHIP shall not be required to issue any municipal permit or provide any municipal service for the use or benefit of the whole or any part of the Land described in Schedule "A" hereto during any breach of this Agreement by the OWNER or subsequent OWNER.
10. 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.
11. That the OWNER shall not make any application to remove this Agreement from the title to the Land described in Schedule "A" hereto without the consent in writing of the TOWNSHIP first being obtained.
12. The OWNER agrees to complete all re-vegetation in those areas designated for such and in accordance with the Approved Plans referred to in Schedule "B". The OWNER shall replace, at the sole expense of the OWNER, any unsatisfactory trees and shrubs and/or plant material not in a healthy growing state, as soon as possible, and shall maintain re-vegetation works to the satisfaction of the TOWNSHIP. All proposed planting features shall utilize nursery stock native species to the Province of Ontario, and all proposed trees shall be a minimum of 6 feet in height when planted, unless otherwise detailed on Schedule "B".
13. The OWNER agrees to preserve and maintain all natural vegetation and healthy trees on the Land which are located beyond building sites, as shown on the Approved Plans as listed in Schedule "B", in order to provide a visual screen and environmental buffer.
14. The OWNER agrees to restrict activities and construction within a 15.2 m (50 ft.) shoreline setback and that this buffer area be disturbed as little as possible, consistent with the construction of permitted decks and other permitted structures, shoreline structures, access, and safety.
15. The OWNER agrees to allow any disturbed areas of the Land to regenerate and to plant further vegetation and trees if necessary from time to time if there is a loss of the shoreline vegetative buffer due to or as result of construction or development work having been carried out on the Land or environmental conditions. The shoreline vegetative buffer shall be maintained to the satisfaction of the TOWNSHIP'S Director of Development Services and Environmental Sustainability or their designate.
16. The OWNER agrees to re-vegetate the Land as soon as possible after the final grading is complete with native trees and shrubs and cover areas with mulch to prevent erosion and to help seeds germinate.
17. Upon completion of re-vegetation works detailed on Schedule "B", the OWNER agrees to contact the Planning Division of the Township of Muskoka Lakes in order to arrange for a final site inspection. The OWNER further agrees and hereby consents to the entry of an authorized agent or employee of the TOWNSHIP onto the Land, for the purpose of carrying out an inspection to ensure compliance with this Agreement.
18. The OWNER shall deposit with the TOWNSHIP, at the time of execution of this Agreement, a cheque from a Canadian Chartered Bank as Schedule "C" in the amount of \$_____ as being 100% of the estimated cost of performing the works required by this agreement as shown on Schedule "B" being comprised of re-vegetation. Requests for planting 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.
19. 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.

20. 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 B.
21. 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 MUNICIPAL 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 18 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 subcontractors 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.
22. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and lawful assigns.
23. The OWNER further agrees that upon the transfer of the ownership of the Land, 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.
24. This Agreement shall come into effect on the date of registration by the TOWNSHIP.

OWNERS NAME AND ADDRESS:

AREA TOWNSHIP:

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, Peter Kelley

Clerk