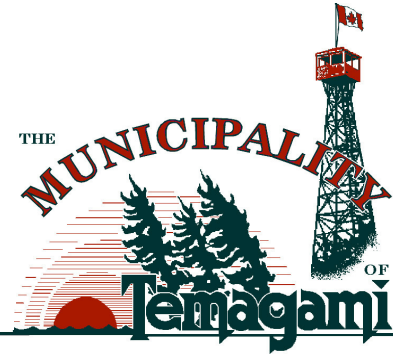


THE CORPORATION OF THE  
MUNICIPALITY OF TEMAGAMI  
P.O. BOX 220  
TEMAGAMI, ONTARIO P0H 2H0  
(705) 569-3421  
FAX: (705) 569-2834  
E-MAIL: visit@temagami.ca  
WEBSITE: www.temagami.ca



**SITE PLAN CONTROL AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2007

**B E T W E E N:**

**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI  
Box 220, Temagami, ON P0H 2H0**

(hereinafter called "*the Municipality*")

**OF THE FIRST PART**

- and -

\_\_\_\_\_  
(name of owner)

\_\_\_\_\_  
(address of owner)

(hereinafter called "*the Owner*")

**OF THE SECOND PART**

**WHEREAS** the Owner has made application to the Municipality to develop and/or redevelop the lands and premises which are within a Site Plan Control Area, and are described as:

**Roll Number:** \_\_\_\_\_

**Civic Address:** \_\_\_\_\_

**Legal Description:** \_\_\_\_\_, Township of \_\_\_\_\_, Municipality of Temagami, District of Nipissing

**Zone:** \_\_\_\_\_

**AND WHEREAS** the proposed development of the subject lands by the Owner is outlined on a site plan included as Schedule B, and forms part of this agreement;

**AND WHEREAS** the proposed development of the subject lands by the Owner is to be in accordance with the site plan control area requirements as set forth in By-law No. 07-697 passed pursuant to Section 41 of the Planning Act, RSO 1990, c. P.13 as amended;

**AND WHEREAS** the Parties hereto have agreed that the specific provisions as set forth herein shall be met by the Owner as a condition to the approval of the development of the lands;

**NOW THIS AGREEMENT WITNESSETH** that in accordance of the mutual covenants and conditions herein set forth, and the payment of \$ 200.00 plus registration fees by the owners to the Municipality, (Schedule C) the receipt whereof is hereby acknowledged, the Parties do hereby covenant and agree as follows:

**1. GENERAL PROVISIONS**

**1.1** All natural tree, shrub and ground cover shall be retained except where limited clearing is required to provide sites for buildings and structures, locations for sewage disposal leaching beds, and walkways as shown on Schedule "B". Mature trees shall be retained on the property.

**1.2** Exterior lighting on the property and on the buildings shall be designed to shine directly down so that there is no impact on the night sky.

**1.3** Any infilling of low areas and other site alterations shall require that a stormwater management study be completed prior to infilling. A copy of the study shall be given to the Municipality prior to commencement of infilling.

**1.4** The Owner is responsible to mitigate stormwater runoff during the construction stage to ensure there is no runoff into Lake Temagami.

**1.5** \_\_\_\_\_

**1.6** \_\_\_\_\_

## **AGREEMENT REGISTRATION**

- 2.1 This Agreement or any notice of this Agreement shall be registered against the subject lands at the expense of the Owner. The Municipality shall enforce the provisions hereof against the Owner and any and all subsequent owners of the subject lands. The Owner agrees that de-registration of this agreement shall not be permitted without the written consent of the Municipality.
- 2.2 The Parties agree that this Agreement shall be registered by the Municipality against the Owner's lands within thirty (30) days of the execution thereof, at the Owner's expense.

## **3. SCHEDULES AND REQUIREMENTS**

The following schedules form part of this agreement:

- Schedule A – Legal Description and Ownership
- Schedule B - Site Plan Drawing
- Schedule C – Invoice for Fees
- Schedule D – Special Conditions

## **4. BUILDING PERMITS**

- 4.1 Building permits shall not be issued for development on the lands described in Schedule B attached hereto, until this Agreement has been signed by all Parties. The Site Plan Agreement will be registered on title by the Municipality and a registered copy of the Agreement will be provided to the owner and the Municipality.

## **5.0 ENFORCEMENT**

- 5.1 The Owner agrees to carry out the works described herein according to the provisions of this Agreement. In the event that the Owner deviates from said provisions, in addition to any other remedy, the Owner hereby authorizes the Municipality, its officers, servants, agents and employees to enter on the subject lands and to correct the deviation at the Owner's expense and to add the cost thereof to the Collector's Roll for the said lands and to collect the said costs, with interest in like manner as municipal taxes.
- 5.2 The parties acknowledge the provisions of Section 67 of the Planning Act R.S.O. 1990 c. P.13 as amended, which provides that persons who contravene Section 41 of the Planning Act are liable on a first conviction to a fine of not more than \$25,000 and on a subsequent conviction of not more than \$10,000 for each day or part thereof upon which the contravention has continued after the day on which the person was first convicted.

**6. AMENDMENT, EFFECT AND NOTICE**

- 6.1 This Agreement shall only be amended or varied by a written document of equal formality herewith duly executed by the Parties and registered against the title to the subject lands.
- 6.2 The Agreement shall come into effect on the date of execution by the Parties.

Any notice required to be given pursuant to the terms of this Agreement shall be in writing and mailed or delivered to the current address of the other Party.

**WITNESS** the signature and seal of the parties hereto.

THE CORPORATION OF THE  
MUNICIPALITY OF TEMAGAMI

\_\_\_\_\_  
Mayor – Ike Laba

\_\_\_\_\_  
C.AO. – Brian Koski

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

**FACSIMILE:**

*Either party may execute this Site Plan Control Agreement by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that this Site Plan Control Agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.*

**SCHEDULE "A"**

LEGAL DESCRIPTION AND OWNERSHIP

OWNER:

\_\_\_\_\_

(name)

\_\_\_\_\_

(address)

CIVIC ADDRESS:

\_\_\_\_\_

LEGAL DESCRIPTION:

\_\_\_\_\_

SAMPLE



**SCHEDULE "C"**

INVOICE FOR FEES

|                                  |               |
|----------------------------------|---------------|
| Site Plan Agreement Fee          | \$ 200.00     |
| Legal Costs and Registration Fee | \$ 320.00     |
| <br>Total Due:                   | <br>\$ 520.00 |

SAMPLE

**SCHEDULE "D"**

**SPECIAL CONDITIONS**

No Special Conditions apply to this property.

SAMPLE