



CORPORATION OF THE TOWN OF GRAVENHURST
SITE PLAN AGREEMENT APPLICATION

Effective: January 1, 2023

The fee for a Residential Low Density (2 units or less) site plan agreement application to the Corporation of the Town of Gravenhurst shall be determined as follows:

\$870.00 Application Fee (\$515.00 for a site plan agreement amendment)

Payable at the time a ***complete application*** is submitted.

The applicable application fee may be paid by cash or credit card (or by cheque/money order, payable to the "Town of Gravenhurst").

In the event that any refunds are necessary (as a result of file closure or application withdrawal), the monies will be refunded to the registered owner. The refund amount shall be determined in accordance with the Town's Tariff of Fees By-law.

Note: A development charge may be payable prior to the issuance of a building permit.

Submission of an application must be complete and shall consist of the following:

1. The applicable application fee may be paid by cash or credit card (or by cheque/money order, payable to the "Town of Gravenhurst").
2. One (1) original application form. **All questions on the application form must be answered. Incomplete applications shall be returned to the applicant.**
3. If application is being submitted by a limited company or corporation, signature(s) must be under corporate seal, if applicable, or signed by an individual having authority to bind the corporation. Similarly, any authorization from a limited company or corporation shall be under corporate seal, if applicable, or signed by an individual having authority to bind the corporation.
4. **One (1) copy of a site plan (8-1/2" x 11") to a common metric scale (i.e. 1:100; 1:250; 1:500) is required. Please indicate the scale being used, identify the north arrow, and identify all dimensions in metric units. The site plan must indicate the following:**
 - (a) the boundaries and dimensions of the subject lands;
 - (b) the location, size, and type of all existing and proposed buildings on the subject lands, indicating the distance of the buildings from the front lot line, the rear lot line, and the side lot lines;
 - (c) the approximate location of all natural and artificial features on the subject lands and on the land that is adjacent to the subject lands that, in the opinion of the applicant, may affect the application (i.e. - buildings, railways, transmission lines, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas, wells, septic tanks, **and including all vegetation within 20.0 metres of the shoreline**);
 - (d) the approximate location of any overhead or buried electrical conductor (i.e. hydro line);
 - (e) the location, width, and name of any roads within or abutting the subject lands, indicating whether it is a public traveled road, an unopened road allowance, a private road, or a right-of-way;
 - (f) the location and nature of any easements affecting the subject lands;
 - (g) the current use(s) on the subject lands; and
 - (h) the use(s) of lands that are adjacent to the subject lands.
5. **If a complete application (all questions answered on the application form, signatures on three signing pages, one (1) copy of a site plan, and the applicable application fee) is not provided, the application will be returned until it is complete.**

Residential (Low Density) Site Plans shall be prepared in accordance with the Site Plan Control By-law 2013-33. Please visit www.gravenhurst.ca for a full copy of the Site Plan Control By-law.

ADDITIONAL INFORMATION REGARDING THIS APPLICATION MAY BE OBTAINED BY CONTACTING THE CORPORATION OF THE TOWN OF GRAVENHURST PLANNING DEPARTMENT



THE TOWN OF GRAVENHURST

APPLICATION FOR:

- MINOR VARIANCE
- SITE PLAN AGREEMENT
- ZONING AMENDMENT
- DEEMING BY-LAW

FOR OFFICE USE ONLY:

Application No.: _____ Roll No.: _____

Official Plan Designation: _____ Zoning: _____

Received by: _____ Fee: _____ Receipt No.: _____

Assigned to: _____ **DATE STAMP – RECEIVED:** _____

Date application accepted as complete: _____

All application questions must be answered and the Planning Services Agreement must be signed by all registered owners. Incomplete applications shall be returned to the applicant (please type or print in ink).

1. Registered Owner(s): _____
2. Mailing Address: _____ Postal Code: _____
3. Phone (Home): _____ (Business): _____ (Cell): _____ (Fax): _____
4. Email: _____
5. Agent: (if applicable) _____
6. Address: _____ Postal Code: _____
7. Phone (Home): _____ (Business): _____ (Cell): _____ (Fax): _____
8. Email: _____
9. Name of any mortgages, charges, or other encumbrances in respect of the subject lands: **(applicable for Zoning Amendment and Deeming By-law applications only)** _____
10. Address of Subject Lands: _____
11. Current Zoning of the Subject Lands: _____
12. Current Official Plan Designation of the Subject Lands: _____

13. Nature and extent of (i) relief from Zoning By-law or ii) rezoning being requested:
(Applicable for Minor Variance and Zoning Amendment applications only).

14. Reason why (i) relief from zoning by-law or (ii) rezoning is being requested:
(Applicable for Minor Variance and Zoning Amendment applications only).

15. Legal description of subject lands: (lot, concession, township, registered or reference plan, municipal address)

16. Dimensions of subject lands: **(complete in metric units)** Area: _____ Frontage: _____

17. Access to subject lands: _____

18. Type of Access: Year Round Municipally Maintained Road Seasonally Maintained Road Other

19. If access is by water: (parking and docking facilities used or to be used **and** distance of such facilities from subject lands): _____

20. Existing use(s) of subject lands: _____

21. Particulars of existing building(s) on subject lands: (specify the following: type; building floor area; front, rear, and side yard setbacks; and height) **(this information may be indicated on a site plan - please use metric units):**

22. Proposed use(s) of subject lands: _____

23. Particulars of proposed building(s) on subject lands: (specify the following: type; building floor area; front, rear, and side yard setbacks; and height) **(this information may be indicated on a site plan - please use metric units):** _____

24. Date the subject lands were acquired by the current owner: _____

25. Date the existing building(s) was constructed on the subject lands: _____

26. Length of time the existing use(s) on the subject lands have continued: _____

27. Services

a) Municipal services provided: (please state water source, sewage disposal system, and storm drainage system): _____

b) Please provide the following information if on existing or proposed private sewage disposal system:

1. Existing or proposed building floor area: _____

2. Total number of bedrooms: _____

3. Total number of plumbing fixtures: _____

NOTE: (1) The provision of this information does not ensure the issuance of a septic approval permit.

(2) If the above information is not completed, the site assessment will be based on a proposed building consisting of: 4 Bedrooms, 20 Fixture Units (Maximum), & 200 Square Metres Finished Floor Area (Maximum).

If known, have these lands been subject to any of the following development applications: Minor Variance; Zoning Amendment; Deeming By-law; Site Plan Agreement; Shore Road/Road Closing; Plan of Subdivision / Condominium; Severance/Consent;

If so, please specify type of application and File No.: _____

AUTHORIZED AGENT

I/We _____ am/are the owner(s) of the subject lands for which this application is to apply. I/We do hereby grant authorization to _____ to act on my/our behalf in regard to this application.

_____ Date

_____ Signature of Owner(s)

_____ Signature of Owner(s)

DECLARATION OF OWNER(S) OR AUTHORIZED AGENT

I/We _____ of the Town / City of _____ in the District / County of _____

solemnly declare that all of the above statements and the statements contained in all of the exhibits submitted herewith as part of this application are true, and I/we make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

Declared before me at the Town / City of _____ in the District / County of _____ this _____ day of _____ 20 _____

_____ A Commissioner of Oaths, etc.

_____ Signature of Owner(s) or Authorized Agent

_____ Signature of Owner(s) or Authorized Agent

This information has been collected in accordance with the Planning Act, R.S.O. 1990, Chapter P.13, and the Municipal Act, R.S.O. 1990, Chapter M.45. This information is to be used solely for the purpose of administering this application.

**For further information, please contact the Planning Department at 3-5 Pineridge Gate, Gravenhurst, Ontario, P1P 1Z3
Office: Tel. (705) 687-3412 & Fax (705) 687-7016.**

PERMISSION TO ENTER

I hereby authorize the members of the Town of Gravenhurst Council, and members of the staff of the Town of Gravenhurst to enter upon the subject lands and premises for the limited purpose of evaluating the merits of this application. This is their authority for doing so.

Signature of Owner(s) or Authorized Agent

The subject property must have the appropriate municipal address, or other adequate identification conspicuously posted on the subject lands. The proposed location of proposed additions, buildings or structure subject to this application must be clearly marked or flagged. Failure to comply may result in a deferral of the application.

LOCATION PLAN OF:

(Applicant's Name)

Part of Lot **, Concession ** (Lake)

in the former Township of **

now in the Town of Gravenhurst

District Municipality of Muskoka

Being Lot **, Plan **

Municipally known as **

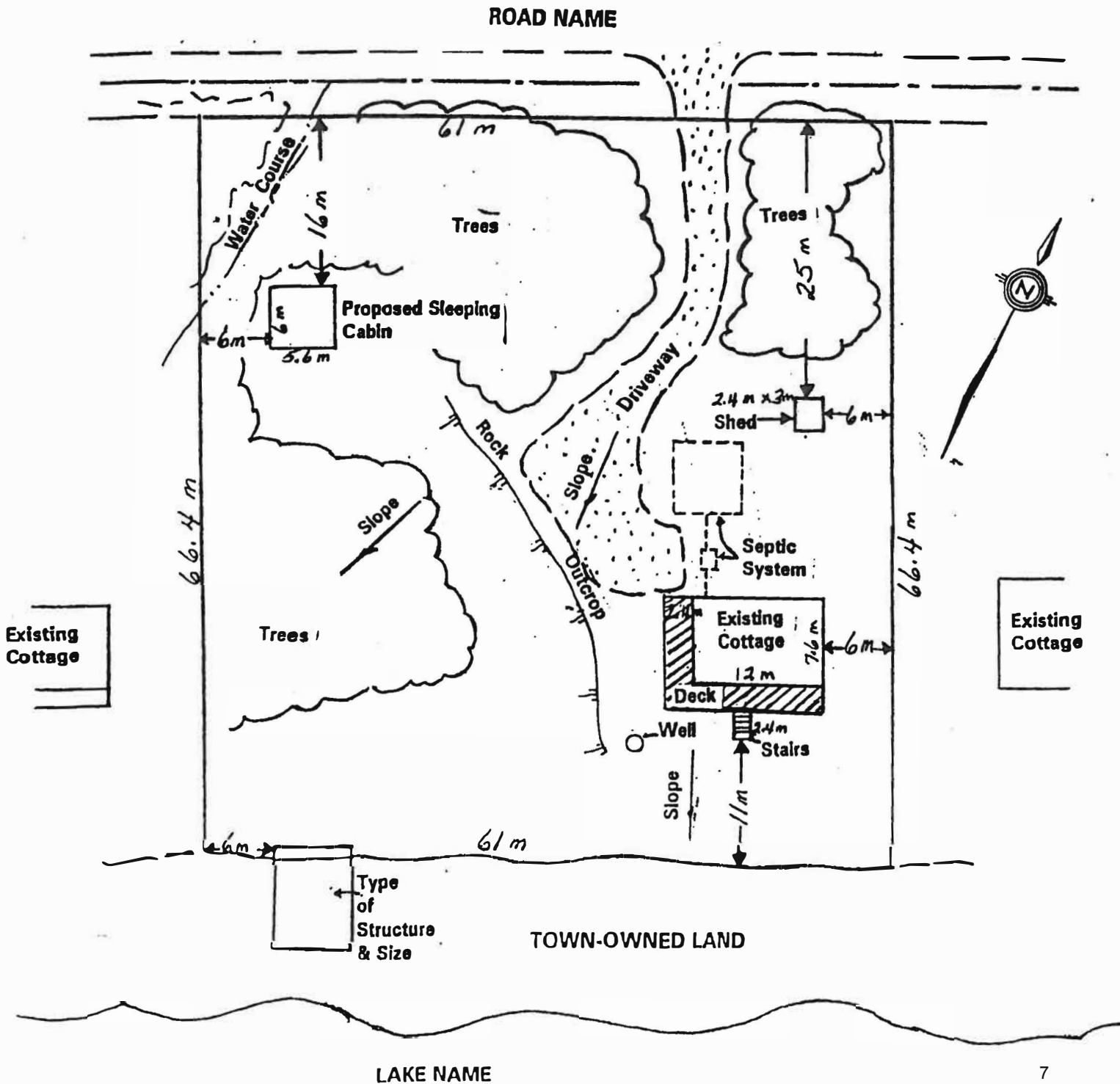
Roll No.: **

Scale:

(Must be a common Metric Scale

i.e. 1:50; 1:100; 1:250, etc.)

SAMPLE BUILDING LOCATION PLAN



PLEASE NOTE: THIS PAGE IS PROVIDED FOR INFORMATION PURPOSES ONLY. HOWEVER, THE FOLLOWING 3 SIGNATURE PAGES MUST BE SIGNED BY ALL REGISTERED OWNERS, WITNESSED AND RETURNED WITH THE COMPLETED APPLICATION FORM.

THE CORPORATION OF THE TOWN OF GRAVENHURST

THIS AGREEMENT made this day of , 20 between (SURNAME, Name) (the “**Owner**”) and the Corporation of the Town of Gravenhurst (the “**Town**”);

WHEREAS:

- (a) The **OWNER** is the registered owner of the lands described in Schedule “A”, (the “Lands”) and known as (Name);
- (b) By an application dated, *****, the **OWNER** applied to the Town under Section 41 of the Planning Act, R.S.O. 1990, c.P.13, for site plan approval in respect of its development of the lands known as **legal description as shown on deed** (the “Building”);
- (c) The Town has approved the plans and drawings submitted with the OWNER’S application (File No.****) subject to certain conditions and subject to the entering into of this agreement;
- (d) Section 41(10) of the Planning Act permits the registration of this agreement against the Lands of which it applies;

IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and sufficiency whereof the parties irrevocably acknowledge, the parties agree as follows:

- (1) For the purpose of this agreement, “Schedule”

shall mean: Schedule "A" location map or

O.L.S. description;
Schedule "B" site plan available for viewing at the municipal office; Schedule "C" special conditions annexed to this agreement.
- (2) The **OWNER** agrees to construct and maintain the Building in substantial conformity with the plans and drawings described in Schedule “B” to this agreement;
- (3) The **OWNER** agrees to satisfy each of the conditions set forth in Schedule “C” to this agreement;
- (4) This Agreement shall enure to the benefit of the Town and shall be binding upon the **OWNER**, its successors or assigns, provided that if the **OWNER** hereto is an individual, the Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the said **OWNER**.

Continued.....

- (5) Except as to paragraph 4 of this Agreement, the parties hereto agree that this Agreement shall cease and terminate and shall be of no force and effect and the parties hereto shall be forever discharged upon the expiry of:
- (a) one year from the date of registration of this Agreement in the event that a building permit has not been issued to the **OWNER** within the two years;
 - (b) four years from the date of registration of this Agreement in the event that development or re-development for the purpose for which a building permit is issued, has not been commenced within the four years.
- (6) The **OWNER** consents to the registration of this agreement against the title of the Lands described in Schedule "A", and such registration shall be done by the Town.
- (7) **COUNTERPARTS – FACSIMILE AND E-MAIL.** This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.
- (8) **ELECTRONIC SIGNATURES.** The parties hereto consent and agree to the use of electronic signature pursuant to the *Electronic Commerce Act 2000*, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction, each of which when executed and delivered shall constitute a duplicate original.

IN WITNESS WHEREOF the **OWNER** has duly executed this AGREEMENT.

Witness

Signature of Owner

Witness

Signature of Owner

Office Use Only

This day of being the date of execution by The Corporation of the Town of Gravenhurst

THE CORPORATION OF THE TOWN OF GRAVENHURST

Melissa Halford
Director of Development Services
Town of Gravenhurst
I have authority to bind the Corporation

SCHEDULE "C"

CONDITIONS TO SITE PLAN AGREEMENT

(OWNER, SURNAME, Name)

1. The Owner agrees that no other buildings or accessory buildings shall be constructed without prior approval of the Town of Gravenhurst. Further development of the property described in Schedule "A" to this Agreement may require an amendment to this Agreement and the Town reserves the right to determine such requirement.

2. The Owner agrees to preserve the following:
 - the natural topography;
 - elevations;
 - any natural water courses located on the property;
 - all the existing stands of trees.

This provision does not apply to the removal of trees for construction on the approved building location.

3. A minimum 75.0% of the area of land 20.0 metres wide abutting and running parallel to the Optimal Summer Water Level shall contain a Shoreline Buffer. A Shoreline Buffer shall mean a natural area, adjacent to a shoreline, maintained or re-established in its natural predevelopment state, with the exception of minimal pruning of vegetation and the removal of trees for safety reasons, for the purpose of protecting natural habitat and water quality and minimizing the visual impact of buildings or structures on a lot. Where the natural shoreline of a property is a natural beach or is a rock outcropping with little or no soil, such shall be deemed to comply.

ADD THE FOLLOWING CONDITION IF AN ENVIRONMENTAL REPORT HAS BEEN COMPLETED:

4. The Owner agrees to implement the following conditions contained in the ***** Assessment prepared by *****, dated *****, (File *****) to the satisfaction of the Town of Gravenhurst:
 -

4. The Owner agrees that no waterfront development or alteration is to take place without prior approval from the Department of Fisheries and Oceans and the Ministry of Natural Resources and Forestry as may be required, and the Town of Gravenhurst.

5. The Owner agrees not to undertake any alterations to on-site grades that may have any injurious effects or create a nuisance on adjacent lands or waterbodies.

6. The Owner agrees to prevent any sediment run off during construction and to provide retention basins if required.

Continued.....

ADD THE FOLLOWING CONDITION IF A NEW DWELLING IS BEING CONSTRUCTED WHICH DOES NOT OVERLAP THE EXISTING DWELLING:

7. The Owner agrees to demolish the existing Dwelling, as shown on Schedule B located **. * metres from the shoreline, in consultation with the Gravenhurst Building Department.
8. The Owner agrees that the proposed method of domestic sewage disposal be undertaken in accordance with the approvals of the Town of Gravenhurst.
9. The Owner agrees to satisfy the requirements of the Gravenhurst Fire Department Safety Regulations.
10. The Owner agrees to 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 Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Owner in any such proceedings.
11. The Owner acknowledges that development charges, where applicable, shall be paid to the Town, in accordance with the provisions of the applicable By-law(s), prior to the issuance of a building permit.
12. The Owner will and herein does indemnify, save, defend and keep harmless from time to time and at all times, the Town, of, from and against all action, causes of action, interest, claims, demands, costs, charges, damages, expenses and loss which the Town may at any time bar, incur, be liable for, sustain or be put unto for any reason or on account of or by reason of or consequence of the Town entering into this Agreement.
13. The Owner agrees that all conditions be completed by the time construction has been completed.
14. Upon completion of these conditions, the Owner further agrees to contact the Development Services – Planning Department for the Town of Gravenhurst in order to arrange for a site inspection.
15. If a site inspection is not requested by the Owner within the time frame stated above, the Town's Tariff of Fees By-law will be implemented and the appropriate fee will be charged for the site inspection.
16. The Owner is aware that if no site inspection is requested within the time frame stated above, this file will be closed and our records will indicate no confirmation that the conditions of the Site Plan Agreement have been met.