



# 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)

**Single Detached Dwelling**

**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 thereto, constitute the components of the Agreement.  
  
Schedule "A" - Legal Description of the Lands 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 and development to be carried out with respect to the Lands (*all of which are 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 Approved Plans referred to in 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 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 the Approved Plans as listed in Schedule "B", in order to provide a visual screen and environmental buffer.
- 3) The OWNER further 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. The OWNER further agrees that any pathway(s) constructed within the shoreline vegetative buffer be a maximum width of 1.8 m (6 ft.), meander, be constructed of permeable substances, and prohibit the removal of trees and riparian vegetation.
- 4) 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 shoreline vegetative buffer due to or as result of construction or development work having been carried out on the Lands or environmental conditions. The shoreline vegetative buffer shall be maintained to the satisfaction of the Director of Planning or their designate.
- 5) 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 "B". 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 nursery stock 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 "B".
- 6) The OWNER further agrees to provide for the grading of change in elevation or contour of the Lands and the disposal of storm, surface and waste water from the Lands and from any buildings or structures thereon as shown on the Approved Plan listed in Schedule "B" 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 installation of storm water management works and the final grading of the Lands, including any and all necessary ditching and culverts, shall be provided by the OWNER.

- 7) The OWNER further agrees to manage stormwater emanating from rooftops by controlling overland flows and allowing water to infiltrate into the ground to the extent possible. Stormwater from rooftops shall be collected in eaves troughs and directed to infiltration chambers, or stormwater shall be allowed to fall naturally from rooftops into infiltration chambers where possible. The OWNER further agrees that any driveway and parking area be constructed of permeable material and follow the natural contours of the lot and that stormwater emanating from any driveway and parking area be controlled where necessary.
- 8) The OWNER further agrees not to excavate the Lands except for the purpose of construction in accordance with the Approved Plans referred to in Schedule "B". No soil, sand, gravel or other similar material shall be removed from the Lands except with the prior permission of the Municipality.
- 9) The OWNER further agrees to ensure that when native soils are exposed sufficient measures are taken to prevent sediment runoff and to protect all Lands from slope erosion on-site and/or down gradient of any construction or development related activity with appropriate mitigation measures in the form of silt fencing and straw bales, retention of vegetation, and other measures, as appropriate, during but not limited to the construction and development period. Any silt fence implemented along the down gradient edge of the building envelope shall be constructed of heavy material to ensure integrity and be properly trenched into the ground. These works must be maintained in good working order, inspected regularly and repairs made if any damage occurs.
- 10) The OWNER agrees to re-vegetate the site 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.
- 11) The OWNER acknowledges that the Lands contain steep slopes or are on a special lake or narrow waterbody where the location of structures and the preservation of vegetation are important in maintaining the natural integrity of the Muskoka landscape.
- 12) The OWNER acknowledges that the Lands described in Schedule "B", are considered significant deer wintering habitat by the Ministry of Natural Resources. As a result of this, and for the protection of adjoining lands, the OWNER hereby agrees that no existing trees or other vegetation shall be removed or diminished from the Lands without prior written consent from the Township. It is understood that approval will be given for the removal of vegetation to provide for a building envelope, a septic system location, access and removal of dead trees.
- 13) The OWNER further agrees to utilize dock and boathouse designs that occupy a small footprint on the lakebed (e.g. floating, cantilevered or post) and wherever possible, construct the dock or boathouse either from a barge or float on the water or through the ice instead of using machinery from the shoreline. If construction work is done from land, machinery shall be operated in a manner that minimizes disturbance to the shoreline and removal of vegetation.
- 14) 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 or equivalent;
  - iii. Light emanating towards a navigable waterway is reduced by timers from 11pm to 6am;

- iv. Floodlights shall not be permitted.
- 16) 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 the Approved Plans referred to in Schedule "B" must be approved by the Township through the issuance of a Building Permit and no further development shall occur on the Lands that may prevent the maintenance or proper operation of the sewage disposal system. Where a Class IV sewage treatment facility is used a raised filter bed or tertiary treatment system with area bed shall be installed.
- 17) The OWNER further agrees to construct all buildings in accordance with the provisions of Approved Plans listed in Schedule "B", 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 Approved Plans show 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 or constructed on the Lands except in accordance with the Approved Plans referred to in Schedule "B".
- 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 and/or as detailed in Schedule "B", the OWNER agrees to contact the Planning Department 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 Lands, for the purpose of carrying out an inspection to ensure compliance with this Agreement.
- 20) 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 the Approved Plans listed in Schedule "B" 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 in the Approved Plans referred to in Schedule "B".
- 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) 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.
- 10) 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

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