

THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI
P.O. BOX 220
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SITE PLAN CONTROL AGREEMENT NO. SPC-19-

THIS AGREEMENT made this _____ day of _____, 2019

B E T W E E N:

**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
7 LAKESHORE DRIVE, BOX 220, TEMAGAMI, ON, P0H 2H0**

(hereinafter called "*the Municipality*")

OF THE FIRST PART

- and -

**NAME
ADDRESS**

(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:

Zone: **R1 – REMOTE RESIDENTIAL**

AND WHEREAS the proposed development of the subject lands by the Owner is outlined on a site plan included as Schedule A 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. 07-728 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 required payment by the owners to the Municipality, 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, and walkways. 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 Within the 15m setback, inland, shown as a proposed vegetative buffer on Schedule A, disturbances in the natural vegetation adjacent to the shoreline of Lake Temagami shall be limited to the following:

Meandering pathways or access points to the shoreline constructed of permeable materials no wider than two (2.0) metres, pruning of trees for viewing and ventilation purposes. Ventilation clearing around buildings shall be limited to three (3.0) metres and viewing corridors shall be limited to six (6.0) metres, and the removal of trees for safety reasons.
(LEAVE SECTION 1.4 IN IF ON LAKE TEMAGAMI OR TAKE OUT IF NOT)
- 1.5 The Owner is responsible to mitigate storm water runoff during the construction stage to ensure there is no runoff into Lake Temagami.
- 1.6 Permission is given for the following construction as shown on Schedule A subject to the requirements of the Zoning By-law, Ontario Building Code, and Province of Ontario:
 1. List type of construction planned: (such as "Construction and installation of a new septic system as per Timiskaming Health Unit approval");
 2. List any future construction included: (such as "Future construction of one 20' x 20' Bunkie.)

2. 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 at the Owner's expense.

3. SCHEDULES AND REQUIREMENTS

The following schedules form part of this agreement:
Schedule A - Site Plan

4. BUILDING PERMITS

- 4.1 Building permits shall not be issued for development on the lands described in Schedule A 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. ENFORCEMENT

- 5.1 The Owner agrees to carry out the works described herein materially 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
Dan O'Mara

Municipal Clerk
Suzie Fournier

Witness

Print Name: _____

I have authority to bind the corporation.

This line is needed if the person is signing on behalf of a corporation.

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.