

**FOR OFFICE USE ONLY**

File No(s). \_\_\_\_\_

	<b>Site Plan Agreement</b>	<b>Removal of Holding 'H'</b>	<b>Condominium Exemption</b>
Planning	\$1,500.00	\$500.00	\$500.00
Cost Acknowledgement Agreement	\$2,000.00		
Public Works Review - In House	\$2,200.00	N/A	N/A
Public Works Review - Peer Review (if applicable)	\$1,000 plus peer review costs + HST		
Legal Fee (if applicable)	At Cost + HST	N/A	N/A

**Note:** External agencies may also bill for their services.

**SITE PLAN CONTROL APPLICATION FORM**

This form is designed for Site Plan Applications, Removal of Holding 'H' Symbols and Requests for Condominium Exemption Applications. If applying for more than one at a time, please note they are separate processes under the Planning and Condominium Acts.

**Please check which Application(s) you are applying for:**

- Site Plan Agreement**   
**Removal of Holding 'H' Symbol**   
**Request for Condominium Exemption**

**PLEASE NOTE:** if any of the requested information is found to be missing and required for processing, the application may be deemed to be incomplete and will not be processed. The application form, site plan drawings, processing fees and any required studies, constitute part of a complete application.

**PLEASE TYPE OR PRINT CLEARLY**

**1. a) Registered Owner's Name and Address:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Postal Code: \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
Email Address: \_\_\_\_\_ Cell Phone No. \_\_\_\_\_

**b) Registered Mortgagee's Name and Address (if applicable):**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Postal Code: \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
Email Address: \_\_\_\_\_ Cell Phone No. \_\_\_\_\_

**c) Agent's Name and Address (if applicable):**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Postal Code: \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
Email Address: \_\_\_\_\_ Cell Phone No. \_\_\_\_\_

**2. Legal Description of Property and Civic Address within the County of Prince Edward**

Civic Address (911 Street No.) \_\_\_\_\_  
Ward: \_\_\_\_\_ Assessment Roll No.: \_\_\_\_\_  
Lot: \_\_\_\_\_ Concession: \_\_\_\_\_  
Registered Plan No.: \_\_\_\_\_ Lot/Block: \_\_\_\_\_  
(if applicable)  
Reference Plan No.: \_\_\_\_\_ Part No: \_\_\_\_\_  
(if applicable)

3. Total Lot Area of Subject Land \_\_\_\_\_ Total Lot Frontage of Subject Land \_\_\_\_\_



12. **Declaration:**

**NOTE: This must be completed by the Owner(s). If more than one Owner is listed in item #1 of this application, then all owners must sign this application form and the affidavit section.**

I (We), \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ in the County / Region of \_\_\_\_\_ solemnly declare that all of the statements contained in this application for (*property description*) \_\_\_\_\_ and all the supporting documents are true, and I (we), make this solemn declaration conscientiously believing it to be true and complete, and knowing that it is of the same force and effect as if made under oath, by virtue of the *CANADA EVIDENCE ACT*. I agree to allow the Municipality, its employees and agents to enter upon the subject land for the purpose of conducting a site inspection that may be necessary to process this application.

**DECLARED** before me at the

\_\_\_\_\_ of \_\_\_\_\_  
in the \_\_\_\_\_  
of \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
*Owner/Applicant*

\_\_\_\_\_  
*Owner/Applicant*

\_\_\_\_\_  
Commissioner of Oaths

\_\_\_\_\_  
Printed Commissioner's Name/Stamp

**OWNER'S AUTHORIZATION IF THE OWNER IS USING AN AGENT FOR REPRESENTATION**

I (We), \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ in the County/Region of \_\_\_\_\_ solemnly declare that (*agent's name*) \_\_\_\_\_ is authorized to submit an application for the lands that I/We own, located in (*property description*) \_\_\_\_\_ and to act as our agent in the completion of the matters related to the processing thereof.

**DECLARED** before me at the

\_\_\_\_\_ of \_\_\_\_\_  
in the \_\_\_\_\_  
of \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
*Owner/Applicant*

\_\_\_\_\_  
*Owner/Applicant*

\_\_\_\_\_  
Commissioner of Oaths

\_\_\_\_\_  
Printed Commissioner's Name/Stamp

*Personal information on this form is collected under the Planning Act and Condominium Act for the purpose of processing a site plan application, removal of holding 'H' symbol and/or requests for condominium exemption applications. **All information on this form is considered to be part of the public record.** Questions related to the collection of this information should be referred to the Commissioner of Planning (613-476-2148).*



- (c) For purposes of this Agreement, the Owner acknowledges and agrees that the "processing" of the Application(s) includes any additional public meetings, notices of public meetings, extensions or amendments to Application(s), plans or the conditions of approval, peer reviews, additional studies and/or evaluations, site inspections, meetings, and all representation, attendances and preparation related to any and all appeal(s) to any tribunal and/or court.
3. The Owner hereby agrees to deposit with the Municipality, at the time of signing this Agreement, a certified cheque in the amount of \$            payable to the Municipality as an advance on all expenses that may be incurred by the Municipality. The said sum of \$        shall hereinafter be referred to as the "Deposit". As accounts, invoices, statements, etc. are received by the Municipality, they shall be paid by the Municipality and the Municipality shall be entitled to deduct the amounts so paid from the Deposit. The Municipality shall then submit to the Owner a statement of all monies paid and the Owner shall pay to the Municipality forthwith a sufficient sum to reinstate the Deposit to the initial sum of \$            in order that the full sum of \$            is available for subsequent accounts, statements, invoices, etc. Neither the Deposit nor anything in this Agreement shall limit or be deemed to limit the obligation of the Owner to reimburse the Municipality in full for all expenses incurred by the Municipality.
  4. In the event that the Owner fails to reimburse the Municipality within thirty (30) days of demand so as to fully reinstate the Deposit as contemplated by this Agreement, the Municipality's Commissioner of Planning may, in his or her sole and absolute discretion, direct municipal staff, planner, solicitor, engineer and any other consultants to cease all work on or relating to the Application(s) and the Municipality shall be entitled to apply the balance of the Deposit towards all outstanding accounts.
  5. The Deposit or any portion thereof shall be retained by the Municipality until all accounts, statements, invoices, etc., submitted or to be submitted to the Municipality and relating to the Owner's Application(s) have been paid in full and all matters relating to the Owner's Application(s) have been completed. Upon completion or in the event the Owner indicates that it desires to cease all work relating to the Owner's Application(s), then the balance, if any, of the Deposit shall be returned by the Municipality to the Owner after the payment of all accounts, statements, invoices, etc., submitted or to be submitted to the Municipality and relating to the Owner's Application(s) have been paid in full.
  6. In the event that any matter relating to the Owner's Application(s) is appealed to the Ontario Municipal Board, other tribunal and/or Court, and the Municipality, in its sole and absolute discretion, determines it necessary or appropriate to attend at the hearing or proceeding to defend Council's decision [whether the decision is to support or refuse the Owner's Application(s)], then in such case the provisions of this Agreement shall also apply to all expenses incurred by the Municipality with respect to such hearing and/or proceeding, including without limitation, legal, planning and engineering costs and disbursements.
  7. Interest and municipal administrative fees shall be payable by the Owner to the Municipality on all sums of money payable by the Owner to the Municipality which are not paid in full within thirty (30) days of demand or otherwise satisfied from the Deposit, which interest and municipal administration fees shall be calculated from the date of such demand at the rate established from time to time by the Municipality for overdue accounts. Any and all expenses that may remain unpaid to the Municipality constitute a debt of the Owner to the Municipality. The Owner agrees that the Municipality in its sole and absolute discretion shall be entitled to add such expenses to the tax roll for the property of the Owner and collect them in the same manner as municipal taxes.
  8. The failure of the Municipality to insist on strict performance of any of the terms, provisions, covenants or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Municipality may have, and shall not be deemed to be a waiver of any subsequent breach or default of the terms, provisions, covenants and obligations herein contained.
  9. The Owner shall not call into question, directly or indirectly, in any proceedings 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 clause may be pleaded as an estoppel against the Owner in any such proceedings.

- 10. This Agreement shall not be construed as acceptance or approval by the Municipality of the Application(s).
- 11. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns.

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their corporate seals attested to by the hands of their proper officers authorized in that behalf.

**SIGNED, SEALED AND DELIVERED**

In the presence of:

) THE CORPORATION OF THE  
) COUNTY OF PRINCE EDWARD  
)  
)  
) \_\_\_\_\_  
) PER:  
)  
)  
) NAME OF OWNER  
)  
)  
) \_\_\_\_\_  
) PER:

Schedule 'A' to Cost Acknowledgement Agreement  
**Basic Processing Of Application(s)**

**File Intake and Acceptance:**

- initial acceptance and review of application for completeness, consistency, conformity, and technical correctness

**Reporting and Review:**

- agency circulation and consultation (1)
- correspondence related to consultation
- site plan reviews (2) – initial plan plus 1 revised plan
- site plan agreement review (1) – after initial agreement preparation

**Documents:**

- preparation of one report (including mapping) and consultation with Owner, municipal departments, and any other party necessary respecting the Application(s) and any associated conditions
- notice of decision
- administration and notice (including draft official plan amendment and zoning by-law amendment document)

**Meetings:**

- preparation for and attendance of one (1) public meeting
- preparation of initial notices of public meetings
- presentation and discussion at Committee/Council
- internal meetings and consultation
- consultation prior to municipal decision

**Other Expenses:**

- one site inspection by a development planner
- general inquiries

**Final Approval:**

- clearance administration
- final review, signing, and registration

**Administration:**

- general administration
- postage (two (2) agency circulations), courier/fax



**CORPORATION OF THE COUNTY OF PRINCE EDWARD  
Planning & Building Services  
Site Plan Control Checklist**

To assist applicants in applying for a site plan review or site plan agreement the following Checklist is provided as a guide. Before submitting an application for site plan approval, please make sure that all applicable questions on this Checklist are "Included" on the submitted site plan drawings.

Please note: If any of the requested information is found to be missing and required for processing, the application may be deemed to be incomplete and will not be processed. The application form, site plan drawings, processing fees and any required studies, constitute part of the complete application.

Please note: All of the County's legal costs related to preparation of a Site Plan Agreement shall be paid by the applicant.

Included:

1. Are all twelve (12) sections of the site plan control application form filled in? [ ]
2. Have seven (7) folded hard copies of the Site Plan been provided (11 copies if property fronts onto a Provincial Highway)? [ ]
3. Have three (3) hard copies of the building plans, including elevations, been provided? [ ]
4. Has one (1) reduced hard copy of each plan submitted (max. size 11" x 17") been provided? [ ]
5. Does the Site Plan have a Scale and North Arrow? [ ]
6. Does the Site Plan have a key map showing the location and extent of the subject property? [ ]
7. Does the Site Plan have a title block showing the name of the firm or person who prepared the plan and date when plan was prepared/revised? [ ]
8. Does the Site Plan show the property limits and dimensions of the subject property? [ ]
9. Has a copy of the legal survey, prepared by an O.L.S., been provided? [ ]
10. Does the Site Plan show all existing natural features such as trees, water courses, drainage ditches, etc? [ ]
11. Does the Site Plan show all existing & proposed buildings giving their dimensions, height, use and size? [ ]
12. Does the Site Plan show all existing & proposed sidewalks, roads, and sewer & watermain connections? [ ]
13. Does the Site Plan show "Site Statistics" to confirm compliance with zone requirements such as: *gross commercial/residential floor area; parking (including barrier-free parking); loading; % lot coverage; and % landscaped open space*? [ ]
14. Does the Site Plan show all setbacks from lot lines and between buildings / structures? [ ]
15. Does the Site Plan show the location and size of the proposed:
  - a) sanitary sewer service (if applicable); [ ]
  - b) storm sewer service including manholes, catch basins, surface detention areas, curbs and drainage ditches/channels/swales (if applicable); [ ]
  - c) water supply service, including wells; [ ]
  - d) electrical service and transformers (if applicable); and [ ]
  - e) gas service (if applicable)? [ ]
16. Does the Site Plan show the location of all existing and proposed fire hydrants on or near the subject property? [ ]
17. Does the Site Plan show the location of a Fire Route (if applicable) including all necessary signage and surface demarcation (*you may wish to discuss with Fire Chief*)? [ ]
18. Does the Site Plan show the location of all proposed parking areas, indicating the size of at least one (1) parking space, one (1) barrier-free parking space, and one (1) loading space, the total number of parking and loading spaces provided and including

- the proposed surface treatment type (eg. gravel, pavement, concrete, etc)? [ ]
19. Does the Site Plan show all internal driveways, and points of ingress and egress to the subject property from adjoining streets, including the width, turn-radius and proposed surface treatment type? [ ]
20. Does the Site Plan show the location, dimensions and surface treatment type of all walkways and sidewalks? [ ]
21. Does the Site Plan show the location and construction details of garbage collection and/or storage areas? [ ]
22. Does the Site Plan show the location of all landscaped / buffer areas, including planting types (include a detailed Landscaping Plan, prepared by a qualified professional, as necessary)? [ ]
23. Does the Site Plan show the location of all proposed & existing fences, including height and construction material (wood, chain link, etc.)? [ ]
24. Does the Site Plan show all original and finished grades? [ ]
25. Does the Site Plan have flow arrows to indicate the direction of surface water flow in the pre and post-development condition? Does the Site Plan show the details of the on-site stormwater management (include a detailed SWM Report, prepared by a qualified professional, as necessary)? [ ]
26. Does the Site Plan show the location and design of all signs including the dimensions and colour and what type of illumination is proposed (if applicable)? [ ]
27. Does the Site Plan show the location and design of all exterior lighting (if applicable) (include a detailed Lighting Plan, prepared by a qualified professional, as necessary)? [ ]
28. Does the location of the new building(s) comply with the Minimum Distance Separation (MDS) Formulae (*you may wish to discuss with planning staff*)? [ ]
29. Has one (1) copy of your Works Costs Estimate been provided? [ ]
30. Has a copy of any necessary documents/permits from, but not limited to, the Ministry of Environment, Ministry of Transportation, Ministry of Culture and/or Ministry of Natural Resources been provided? [ ]