
Site Plan Approval Application Form

Pre-Consultation with Township Planning Staff is recommended to aid in determining the level of detail, types of studies, and number of copies required for a complete application. Advice will also be offered as to any other agencies which may be involved in reviewing the application and their requirements.

For a standard Site Plan Approval application, the following should be submitted to the Planning & Development Coordinator:

Complete Application Form

- Please sign and submit the attached application form in its entirety.

Letter of Explanation

- A cover letter detailing the proposal must accompany the application.

Plans, Drawings & Reports/Studies

- As set out in the Township of Springwater's Site Plan Control guide and through pre-consultation with a Planner.

Cost Recovery Agreement

- Please complete and sign the agreement found in Appendix A of this Application Form.

Application Fee(s)*=

- Application Base Fee \$2,575.00
- Fee per square metres (gross floor area) \$0.21
- Amendment to Existing Agreement
 - Standard \$1,030.00
 - Minor (Ownership Change or Schedule Update Only) \$515.00
- Fee can be paid by cash, debit or cheques payable to "Township of Springwater"

Additional Fee(s) (If Applicable)

- The applicant is responsible for all external agency review fee(s) incurred (including but not limited to, legal, engineering, surveying, Nottawasaga Valley Conservation Authority, County of Simcoe, Ministry of Transportation, etc.).

Please note, the Planning & Development Coordinator will assign a file number for complete applications and this should be used in all communications.

Please refer to the Site Plan Control guide for added information. If any further questions may arise, please feel free to contact the Planning Department.

*Fees may be subject to change. For a complete copy of the Fee & Charges By-law please visit the Township's website: www.springwater.ca/fees

Site Plan Approval Application Form

Office Use Only	Fill In the Area Below
Application Number:	
Date Received:	
Date Complete:	
Roll Number:	
Application Fee:	
Fee Received:	
Date Received:	
Payment Method	<input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Credit

1. General Information

Applicant Information	Fill In the Area Below
Applicant(s) Name:	
Address:	
Telephone:	
Mobile:	
Email:	

Owner(s) Information (If Different from Above/ previous page)	Fill In the Area Below
Owner(s) Name:	
Address:	
Telephone:	
Mobile:	
Email:	

Agent/Firm Information	Fill In the Area Below
Agent's Name & Firm:	
Address:	
Telephone:	
Mobile:	
Email:	

Note: Please submit a list as a separate appendix of any additional individuals or firms that will be working on this application (e.g. Planners, Engineers, Surveyors, Solicitors) if you wish.

The primary contact for all matters relating to this application (pick one):

Applicant

Owner

Agent

Please list below the holders of any mortgage, other charge, or encumbrance on the subject lands:

Mortgagee Information	Fill In the Area Below
Mortgagee:	
Address:	
Telephone:	
Email:	

Holders of any other Charge or Encumbrance	Fill In the Area Below
Name:	
Address:	
Telephone:	
Email:	

2. Location Details

Subject Property	Fill In the Area Below
Legal Description:	
Municipal Address:	
Roll Number:	

Frontage, Depth and Area Information	Fill In the Area Below
Frontage:	
Depth:	
Area:	

Easements and Restrictive Covenants:

Are there any easements, restrictive covenants, right-of-way, or other registered agreements affecting the subject property?

Yes No

If you answered '**yes**' above, please provide a description of each and its purpose:

Date the Subject Land was acquired by the current Owner:

Official Plan & Zoning By-law

Current Official Plan Designation of the subject lands:

Current Zoning of the subject lands:

3. Proposal Details

Application Type:

- Site Plan Approval
- Site Plan Amendment to File Number:

Current and Proposed Land Uses	Fill In the Area Below
Current Uses:	
Length of time the current uses have occurred on the subject lands:	
Proposed Uses:	

Does the owner have an interest in, or own any lands which are not to be included as part of this application?

- Yes No

If yes, please describe the location(s) of said lands:

Please provide a brief description of the proposal:

4. Property Servicing Information

Access to subject lands will be gained by:

- Provincial Highway County Road Private Road Other
 Township Road (maintained year round) Township Road (maintained seasonally)

Note: If access to the subject lands is by water only, please include with submission identification of the parking and docking facilities used or to be used and the approximate distance of these facilities from the subject land and the nearest public road.

Sewage and Water Services:

Service Type	Sewage Service	Water Service
Municipal	<input type="checkbox"/>	<input type="checkbox"/>
Private Communal	<input type="checkbox"/>	<input type="checkbox"/>
Private – Single	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>

Note: If the application will permit development on privately owned and operated individual or communal septic systems, and more than 4,500 litres of effluent would be produced per day as a result of the development being completed a servicing options report and a hydrogeological report will be required.

Storm Drainage will be provided by:

- Municipal Sewers Ditches Swales Other

5. Buildings & Structures

Please provide details of the existing and proposed structures on the subject lands (If additional space is required to list structures please attach the information to the application):

Existing Buildings & Structures	Building 1	Building 2	Building 3
Building/Structure Type:			
Date of Construction:			
Ground floor area (m ²):			
Gross floor area (m ²):			
Building height:			
Number of storeys:			
Front yard setback (m):			
Rear yard setback (m):			
Side yard setback (m):			
Side yard setback (m):			

Proposed Building & Structures	Building 1	Building 2	Building 3
Building/Structure Type:			
Date of Construction:			
Ground floor area (m ²):			
Gross floor area (m ²):			
Building height:			

Proposed Building & Structures	Building 1	Building 2	Building 3
Number of storeys:			
Front yard setback (m):			
Rear yard setback (m):			
Side yard setback (m):			
Side yard setback (m):			

Note: That a plan showing the dimensions of the subject lands and all existing and proposed buildings thereon (including setbacks to property lines) must be submitted along with this application form. Refer to Appendix A for additional information.

Describe the size, type and location of all buildings or structures that are proposed to be removed/demolished prior to development of the subject lands:

Describe the area (m²), type and location of all existing and proposed outside storage or display on the subject lands:

If one single building is proposed to be divided into multiple uses, please outline how the space will be divided (i.e. warehouse, office, retail, etc):

Use	Existing or Proposed	Area (m ²)

6. Planning Policy Framework & Other Approvals

Is the subject land currently or has it been the subject of an application for approval of any of the following:

- Plan of Subdivision/Condominium
- Consent
- Minor Variance
- Zoning By-law Amendment
- Minister's Zoning Order
- Official Plan Amendment

Note: If you checked any of the above, please complete the fields below for all past and concurrent Applications (Please include the O.Reg number of the Minister's Zoning Order, if known):

Application One

Application One Information	Fill In Area Below
Application Type:	
File Number:	
Status:	
Approval Authority:	
Land Affected:	
Purpose of the Application:	

Application Two

Application Two Information	Fill In Area Below
Application Type:	
File Number:	
Status:	
Approval Authority:	
Land Affected:	
Purpose of the Application:	

Application Three

Application Three Information	Fill In Area Below
Application Type:	
File Number:	
Status:	
Approval Authority:	
Land Affected:	
Purpose of the Application:	

Is the subject land located within the regulation limits of the Nottawasaga Valley Conservation Authority (NVCA)?

- Yes No

7. Checklist of Submission Materials

Please use the space provided below to list all of the reports and plans that are included with your submission. Alternatively, a complete list of all materials can be attached to this application form.

Title	Date	Author

Title	Date	Author

Note: The Developer is hereby advised that prior to commencing any work within the subject lands, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the Developer may be required to pay for the connection to and/or the extension of the existing communication/telecommunication infrastructure. If the Developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the Developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e. 911 Emergency Services).

8. Agreement

The Owner/Agent hereby agrees that he/she shall reimburse the Township of Springwater on demand for all costs incurred by the Township of Springwater in processing this application over and above the application fee, including, but without limiting the foregoing, the costs of planning assessment and planning surveys, legal fees, peer review costs, the costs of servicing notices and advertising, survey fees and engineering fees.

The Owner/Agent hereby authorizes municipal staff, committee members and/or agents of the municipality (i.e. engineers) to enter the property for the purposes of performing inspections and the posting of a public notice sign, without further notice, related to the processing of this application and fully indemnify the municipality for any and all claims or damages arising or resulting from such access.

The Owner/Agent hereby provides consent, for the purposes of the Freedom of Information and Protection of Privacy Act, to the Township of Springwater to use and disclose personal information to any person or public body that is collected under the authority of the Planning Act for the purposes of this application.

The Owner/Agent hereby acknowledges that the application will not be deemed complete until all of the relevant prescribed information set out in the Schedules to Ontario Regulations to the Planning Act, R.S.O. 1990, c.P.13 do not begin until the Township has acknowledged that all of the prescribed and requested information had been submitted to form a complete application.

The Owner/Agent hereby declare that I have read and understand the information set out in Section 8 of this Application

Date

Signature of Owner

Signature of Agent

9. Declaration

I (the Owner/Agent) _____ of the Township of Springwater (or other) _____ of the County of Simcoe (or other) _____ do solemnly declare that all above statements and contained in all of the exhibits submitted herewith are true, and I make this solemn declaration conscientiously believing it to be true and knowing it has the same force and effect as if made under oath and by virtue of the “Canada Evidence Act”.

Signature of Owner or Agent

Declared before me at:

The Township of Springwater in the County of Simcoe this _____ day of _____, 20 _____ .

Or

Declared before me at: (Insert place and full date)

Commissioner of Oaths

10. Authorization

Authorization of Owner for Agent to Make the Application

I, _____ am the owner of the land that is the subject of this application and I authorize _____ to make this application on my behalf, and to provide any of my personal information that will be included in this application or collected during the processing of the application under the Freedom of Information and Protection of Privacy Act.

Date

Signature of Owner

Appendix A – Cost Recovery Agreement

Agreement made this _____ day of _____, 20 _____

Between: (hereinafter referred to as “the Applicant”)

And

The Corporation of the Township of Springwater (hereinafter referred to as “the Corporation”

Whereas the Applicant has made application to the Corporation of planning approval necessary to develop the lands described in Schedule “A” (the “Lands”);

And Whereas the Applicant is the owner of the lands or has the consent of the owner of such lands to make such application;

And Whereas it may be necessary to investigate and resolve planning, engineering, legal and/or other issues;

And Whereas the Corporation may, at its sole discretion, find it necessary to engage professional planning, engineering, legal and other services in reviewing the application;

Now therefore in consideration of the sum of \$5 paid to the Corporation by the Applicant and in further consideration of the Corporation reviewing such application and incurring costs in so doing (the sufficiency of which is acknowledged by the Applicant). The parties agree as follows:

1. This agreement shall not be constructed as the Corporation’s acceptance or approval of the application.
2. The Corporation agrees to review the application and may retain such additional planning, engineering, environmental, legal and/or other consultants as are deemed necessary by the Corporation to thoroughly evaluate the application. Save and except for the legal services retainer disclosed in Paragraph 3 below, prior to retaining such additional consultants, the Corporation shall advise the Applicant of its intention to do so and shall advise the Applicant as to the proposed purpose for such retainer, the proposed consultant, the proposed terms of reference and the proposed estimated costs. The Applicant may make submissions to the Corporation with respect to the foregoing information within 7 days of receipt of same. The Corporation shall consider such submissions in good faith, but shall retain its sole discretion with respect to such retainer. The Applicant shall be entitled to the provision of final reports submitted by such consultants but not the drafts, or communications which would otherwise be privileged. The Applicant agrees that

with respect to legal consultants, all such work shall be solicitor-client privileged to which it has no access.

3. The Corporation hereby notified the Applicant that it intends to retain the Corporation's Solicitor to provide legal services relating to the preparation and execution of an agreement contemplated by the Planning Act.
4. The Applicant shall pay all reasonable costs specific to the application as incurred by the Corporation for its Solicitor (on a complete indemnity basis) and other consultants and its administrative costs (application fees authorized pursuant to the Corporation's Fee By-law) as amended from time to time prior to the date of this agreement in respect of the application, including interest on arrears if incurred as the result of delay in payment by the Applicant. Notwithstanding the foregoing, in the event proceedings are commenced by the Applicant or the Corporation with respect to the application which results in the Applicant and the Corporation advocating positions which are opposed in interest, the Corporation shall not be entitled to collect such costs or recover expenses from the Applicant in connection therewith from the date of commencement unless so ordered by the tribunal or adjudicator determining the outcome of such proceedings.
5. The Applicant shall, upon being notified from time to time, deposit sufficient funds with the Corporation to cover the estimated expenses including all consulting fees and disbursements. In default of such deposits being made, the Corporation may refuse to continue to process the application, refuse to execute any agreement required as a condition of development approval or take such legal action against the Applicant as it deems necessary. (Legal Deposit required - \$3000.00)
6. The Corporation upon completion, termination, withdrawal of the application, or filing of proceedings being commenced as contemplated in Paragraph 4 above whereby the Applicant and the Corporation are advocating positions which are opposed in interest, shall prepare and submit a final statement of account to the Applicant, including copies of all invoices submitted to it by its consultants. Surplus funds held by the Corporation shall be returned to the Applicant within sixty (60) days of such completion, termination or withdrawal. Surplus funds shall not be returned to any mortgagee or subsequent owner of the property referred to in the application except on the written direction of the Applicant or pursuant to a Court Order.
7. This Agreement shall not stand in lieu of or prejudice the rights of the Corporation to require such further and other agreements permitted by provincial or federal legislation in respect of any application that the Corporation may deem necessary.
8. This Agreement constitutes the entire agreement of the parties to date with respect to the payment of the Corporation's costs for professional planning, engineering, legal and other services required in consideration of the application. Any subsequent agreement which includes a provision relating to costs incurred by the

Corporation shall be deemed to be supplementary to this agreement and shall not supersede this agreement.

9. This Agreement shall be effective from the earlier of the date of this agreement and the date the application referred to herein was submitted to the Corporation.
10. The persons signing this Agreement on behalf of the parties warrant that each person who signs this Agreement is authorized to represent that party and to bind it in this Agreement.
11. This Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and assigns.
12. Should any provision of this Agreement be declared null, void or inoperative, the remainder of the Agreement shall remain in full force and effect and shall be interpreted as a complete entity.
13. The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
14. Any notice required pursuant to this Agreement shall be in writing and delivered personally, by confirmed facsimile transmission ("fax") or sent by registered mail to the following address:

The Applicant	Fill In the Area Below
Name:	
Address:	
Phone:	
Fax:	
Email:	

The Corporation:

The Corporation of the Township of Springwater

2231 Nursery Road

Minesing, ON L9X 1A8

Phone: 705-728-4784 Fax: 705-728-2759

Or to such addresses either of the Parties may indicate in writing to the other.

Any notice given in accordance with this shall be deemed to have been received:

- i. Upon delivery if delivered personally;
- ii. At the time of transmission if sent by fax or email between 8:30 a.m. and 4:30 p.m. EST, or if sent before or after such times, on the next business day; or
- iii. On the fifth day after posting, if sent by registered mail, provided that if such day is a Saturday, Sunday or holiday, on the next business day thereafter.

Applicant

The Corporation of the Township of Springwater

Per:

Per:

C/S Name:

C/S Renée Chaperon, Clerk

Title:

I have authority to bind the Corporation.