

## Site Plan Requirements Checklist (To be returned with Application)

### General Site Plan Requirements

#### General Page Layout:

- North arrow and standard scale
- Symbol key with legend
- Owner's name, site address and legal description of property
- Leave an area in the bottom right of the page for the Approvals stamping

#### Application Submission Requirements for Maps

One electronic copy in a high resolution in PDF format

Two printed copies full size and folded  
Attached cover letter explaining project, scope and any important information pertaining to the project

#### General Site Plan Information:

- Dimensions of the site provided by a survey
- Identify the location and use of all existing and proposed buildings and structures on the site. Please clearly distinguish between existing and proposed facilities. Clearly indicate buildings to be demolished
- Show the traveled portions of roadways, municipal sidewalks, transit stops (if adjacent to the site) and access driveways including those of adjacent properties. Label street names
- Parking area layout, pedestrian connections, ramps, loading areas (including minimum dimensions, typical dimensions, curbing and surface material)
- Identify accessible parking facilities. Also consider accessibility in the design of pedestrian facilities (e.g. connections to municipal sidewalks and internal circulation)
- Location, height and type of all proposed fencing
- Location of all existing and proposed poles (including guys), transformers, hydrants on the site and on public lands abutting the site. Include dimensions to trees and buildings for electrical facilities
- Identify all site lighting and attach a light spillage plan
- Identify the location of snow storage
- Indicate lot coverage percentage and total lot area
- Plans showing the location of all facilities and works to be provided
- The location, size and description of all adjacent buildings located within six metres of the property boundaries
- Provide Property Identification Number (PIN)

#### Zoning Information:

- Include Site Data Table with zoning information applicable to the property
- Minimum setbacks of structures (buildings, signs, parking) from property lines
- Show amenity areas including their functional use (e.g. equipment and furniture that defines the area for recreational use)

- Landscape strips and fencing, if required
- Location and type of enclosure to be used for storage of garbage and other waste material. If waste material is stored within the building, include a note in the Site Data table
- Identify all existing and proposed easements, rights-of-way and lands to be dedicated for public purposes

#### **Fire Information**

- Location of closest fire hydrant (identify as existing or proposed)
- Designated fire routes with the notation "fire route to be posted and designated under municipal by-law" (to be minimum 6.0m wide with minimum 12.0m centreline turning radius, maximum 8% slope)
- State whether or not the building is to be sprinklered
- Show location of fire department connections (standpipe/Siamese)

#### **Building Information**

- Finished floor elevations of buildings
- Maximum dimensions of buildings and minimum distance between buildings
- Location of all building entrances

## Grading and Servicing Plan Requirements

#### **General Information:**

- Symbol key and legend
- Proposed and existing structures and buildings, driveways, parking areas and curbs
- Clearly identify existing services (storm, water, sanitary) and specify if existing services will be used
- Location, size and depth of cover of storm, water and sanitary services
- Invert of storm, sanitary and water laterals at the point of connection
- Identify the type of surfacing (e.g. sod, gravel, asphalt, etc.)
- Location of all existing and proposed manholes, poles (including guys), transformers, hydrants on the site and on public lands abutting the site
- Location of existing and proposed siamese or standpipe connection
- Identify all existing and proposed easements, rights-of-way and lands to be dedicated for public purposes

#### **Grading**

- Existing and proposed grade elevations (referenced to Benchmark elevation) include relative street grade elevations and grade at property lines
- Direction of surface drainage flow through use of drainage arrows
- If catchbasins are to be used, show proposed storm sewer hookups and storm laterals including size, location, and catchbasin rim elevation
- If storm water management design is required, state maximum detention time of pond, maximum flow and maximum storage volume for a 5 and 100 year return period storm
- Swales and drainage ditches (indicate slope and side slopes and, where required, cross-sections)
- Elevations of individual internal driveways where a depressed driveway may exist
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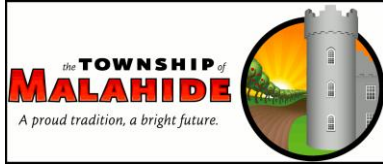
## Landscaping Plans and Details

- Show a legend with key symbol
- Proposed and existing structures and buildings (including entrances and doorways), driveways, parking areas, pedestrian connections (sidewalks, pathways etc.) and curbs
- Label existing plant material to remain
- Label vegetation to be removed
- Identify all proposed plant material, planting beds, and seeded or sodded areas
- Include a plant list showing key, numbers of plants, botanical and common names and plant size at installation date
- Provide details for play areas, special activity areas, open space areas
- Show the location of outdoor lighting
- Show the location and treatment of garbage collection areas
- Show the location, height and type of proposed and existing fencing

I have read and understood  
this information and its  
requirements

(Initial)

\_\_\_\_\_



## Corporation of the Township of Malahide

### Application for Approval of a Site Plan

#### Instructions

Each applicant is required to submit a complete site plan application package which shall include the following mandatory components:

- ✓ Complete Application Form
- ✓ Application Fee
- ✓ Site Plan Drawings
- ✓ Elevation Drawings
- ✓ Site Servicing Drawing
- ✓ Plus any additional information required by the Township or local and provincial agencies (including any required reports and/or studies)

Please note that the Township or local and provincial agencies may require the applicant to submit additional information. These site specific submission requirements may include studies or reports related to matters such as the environment, transportation network, water supply, sewage disposal and storm water management.

All measurement values must be presented in Metric units.

If the Applicant is not the owner of the subject land, a written statement by the owner authorizing the applicant to act on behalf of the owner in relation to the subject application must accompany the application (see 10.0).

Failure to complete and provide all required information may result in the return or refusal of the application.

#### Application Review Process

Applications will not be considered unless all of the critical components have been submitted by the applicant. Applications missing additional information will be received and processed, but will not be processed to conclusion if staff have insufficient information to support the plan.

Upon receipt of an application, Township staff will review the materials received by the Applicant and determine whether there is sufficient information (i.e. all critical application components) to process the application.

If it is determined that the application is complete, the application and drawings will be circulated to Township staff, and, in some cases, external professionals, for review. The persons reviewing the application will prepare comments and set out any issues with the application.

If the application is incomplete or the plans and drawing do not comply with municipal and/or statutory requirements, the applicant will be contacted by the Township and the applicant will be required to attend a Site Plan Consultation Meeting with Township staff to discuss the deficiencies in the application. The Applicant must be aware that it is possible that Township staff will require revisions to the detailed design materials and may require submission of additional detailed design materials. Having received comments from the Township, the applicant may be required to submit revision materials to complete the application and this step may continue until the development complies with the municipal and statutory requirements.

The Township will provide the Applicant with a list of the Conditions for Site Plan Approval. It is the applicant's responsibility to satisfy all Conditions for Site Plan Approval.

#### Approval Process

Upon completion of the review process, a draft Site Plan Agreement will be provided to the applicant. The applicant will then have the opportunity to review and consider the draft Site Plan Agreement and may request a meeting to discuss any concerns with Township staff.

After the review process is complete, the finalized Site Plan Agreement will be finalized and sent to the applicant for signature.

The applicant is required to sign the Site Plan Agreement in duplicate and return it to the Township with all required securities and any other materials that may be required in the Agreement or by Township staff.

Following receipt of the above, the Site Plan Application will be placed on the next regular scheduled meeting of Council. Once approved, the Township will execute the Site Plan Agreement and it will be registered against the property title.

#### General Information

For assistance with completing the application form and for more information respecting the draft plan requirements, please consult the Community & Corporate Services Department in the Township Administration Office, 87 John Street South, Aylmer Ontario. You can also call the Department at (519) 773-5344.

I have read and understood this application form and associated content.  
\_\_\_\_\_ (Initial)

**Please Complete and Print or (✓) Appropriate Box (es)**

**1.0 Applicant Information**

**1.1 Name of Owner(s)** An owner's authorization is required if the applicant is not the owner (See Section 13.0)

Name of Owner(s)	Primary Telephone:	Email
	Secondary Telephone:	
Address	Postal Code	Fax No.

**1.2 Name of Applicant (If same as owner check box)**

Name of Applicant(s)	Telephone Home:	Email
	Telephone Business:	
Address	Postal Code	Fax Number

**1.3 Name of Solicitor/Agent**

Name of Solicitor/Agent	Telephone Home:	Email
	Telephone Business:	
Address	Postal Code	Fax Number

Send Communication to (circle one):      Applicant      Owner      Solicitor      Agent  
only:

**2.0 Location and size of the Subject Land**

Street No.	Name of Street/Road	Registered Plan No./Concession No.	Lot(s)/Block(s)
		Reference Plan No. & Part No.	
Lot Frontage	Average Width	Average Depth	Lot Area

2.1 Is there a mortgage or charge in respect of the subject land?       Yes       No  
If yes, give the names and addresses of any mortgages or charges.

I have read and understood this application form and associated content.  
(Initial)

\_\_\_\_\_

**2.2** Are there any easements or restrictive covenants affecting the subject land?  Yes  No  
 If yes, describe the easement or covenant and its effect.

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**2.3** When were the subject lands acquired by the current owner?

**3.0** Proposed and Current Land Use

**3.1** What is the proposed use of the subject land? (Please attach an additional page if more space is required)

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**3.2** What is the current use of the subject land? (Please attach an additional page if more space is required)

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**3.3** How is the subject land currently designated in the Official Plan?

**3.4** How is the subject land currently zoned in the Zoning By-law?

**3.5** Provide the following details for all buildings, both existing and proposed. (Information should also be presented in the Site Plan Map)

	Existing Buildings	Proposed Buildings
<i>Example: Gross Floor Area</i>	<i>603.85 m<sup>2</sup></i>	<i>1050.00 m<sup>2</sup></i>
3.5.1 Front Yard		
3.5.2 Rear Yard		
3.5.3 Side Yard		
3.5.4 Side Yard		
3.5.5 Height		
3.5.6 Dimensions		
3.5.7 Gross Floor Area		
3.5.8 Date Constructed		

I have read and understood this application form and associated content.  
 \_\_\_\_\_ (Initial)

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**4.0** Previous Industrial or Commercial Uses

**4.1** Has there previously been an industrial or commercial use on the subject land or adjacent land?  Yes  No

If yes, specify the uses and dates.

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**4.2** Is there reason to believe the subject land may have been contaminated by former uses on the site or adjacent sites?  Yes  No

If yes, please provide some detail of the nature of the contamination.

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**4.3** What information did you use to determine the answers to the above questions?

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**4.4** If yes, to (4.1), (4.2) or (4.3), a previous use inventory showing all former uses of the subject land, or if appropriate, the adjacent land, is needed. Is the previous use inventory attached?  Yes  No

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**5.0** Status of Other Applications under the Planning Act

**5.1** Is the subject land also the subject of an application for an Official Plan Amendment, Consent, approval of a Site Plan, Minor Variance, Zoning By-law Amendment or Zoning Order Amendment?  Yes  No

If yes, indicate the type of application, the file number and the status of the application.

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**6.0 Servicing**

**6.1** Indicate the existing/proposed servicing type for the subject land.

<b>Sewage Disposal</b>	Existing	Proposed	<b>Water Supply</b>	Existing	Proposed
a) Public piped sewage system	<input type="checkbox"/>	<input type="checkbox"/>	a) Public piped water system	<input type="checkbox"/>	<input type="checkbox"/>
b) Public or private communal septic	<input type="checkbox"/>	<input type="checkbox"/>	b) Public or private communal well(s)	<input type="checkbox"/>	<input type="checkbox"/>
c) Individual septic system(s)	<input type="checkbox"/>	<input type="checkbox"/>	c) Individual well(s)	<input type="checkbox"/>	<input type="checkbox"/>
d) Other (Please write)			d) Other (Please write)		

<b>Storm Drainage</b>	Existing	Proposed	<b>Road Access</b>	Existing	Proposed
a) Sewers	<input type="checkbox"/>	<input type="checkbox"/>	a) Arterial road	<input type="checkbox"/>	<input type="checkbox"/>
b) Ditches or swales	<input type="checkbox"/>	<input type="checkbox"/>	b) Collector road	<input type="checkbox"/>	<input type="checkbox"/>
c) Other (Please write)			c) Local road	<input type="checkbox"/>	<input type="checkbox"/>

**7.0 Other Information**

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I have read and understood this application form and associated content.  
 \_\_\_\_\_ (Initial)



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**9.0** Affidavit or Sworn Declaration

I, of the \_\_\_\_\_ in the County/Region of \_\_\_\_\_ make oath and say (or affirm) that the statements made herein and the information that accompany this application are to the best of my belief and knowledge true.

Sworn (or declared) before me at the \_\_\_\_\_ in the County/Region of \_\_\_\_\_

On this day of \_\_\_\_\_

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

\_\_\_\_\_  
Applicant

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**10.0** Authorization of Owner for Agent to Make the Application

I (we), \_\_\_\_\_ of the \_\_\_\_\_ in the County/Region of \_\_\_\_\_ am the owner of the land that is the subject of this application of a Approval of a Development Agreement and I (we) hereby authorize \_\_\_\_\_ to act as my (our) agent in the application.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner(s)

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**11.0** Acknowledgement

With the filing of this application, the applicant is aware of, and agrees, that if the decision of the Council of the Township of Malahide regarding this application is appealed by a third party (a party other than the applicant), all costs incurred by the Corporation of the Township of Malahide for legal counsel and other associated costs to represent the Corporation of the Township of Malahide in defending the decision before the Ontario Municipal Board will be solely the responsibility of, and paid for by the applicant.

Dated at the \_\_\_\_\_

In the County/Region of \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

**FOR OFFICE USE ONLY**

Application Circulated to:	Comments:	Date:

Stamp of Approval:

**SITE PLAN AGREEMENT**

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**AND**

**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**

**Part Lot \_\_, Concession \_\_\_\_\_**

**LETTER OF AUTHORIZATION  
(SAMPLE)**

(date)

TOWNSHIP OF MALAHIDE  
87 John St. S.  
Aylmer, ON N5H 2C3

Attention: Development Services Team

**Re: Application for (application type)  
John Doe – 1234 Concession Road**

I am the registered owner of the lands which are the subject of the above described application. Please consider this correspondence as my authorization for .....  
(name) ..... to act on my behalf on all matters with respect to the accompanying application as well as any related planning applications.

Yours truly,

John Doe

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2005.

**B E T W E E N:**

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Hereinafter called the “**OWNER**”

**OF THE FIRST PART**

**- AND -**

**THE CORPORATION OF THE**

**TOWNSHIP OF MALAHIDE**

Hereinafter called the “**TOWNSHIP**”

**OF THE SECOND PART**

**WHEREAS** the Owner is the owner in fee simple of the lands situate in the Township of Malahide, in the County of Elgin being Part of Lot \_\_\_\_, Concession \_\_\_\_, more particularly described in Schedule “A” attached hereto (and hereafter referred to as the “**Lands**”);

**AND WHEREAS** the Official Plan of the Township of Malahide in effect, designates the entirety of the Township as a site plan control area;

**AND WHEREAS** the Owner intends to develop the lands in accordance with the Site Plan attached hereto, as Schedule “A” (and hereafter referred to as the “**Plan**”);

**AND WHEREAS** the Township, as a condition of development of the lands requires the Owner to enter into a Development Agreement;

**NOW THEREFORE** in consideration of other good and valuable consideration and the sum of **Two Dollars (\$2.00)** of lawful money of Canada by each to the other paid (the receipt whereof is acknowledged by each), the Owner hereby covenants and agrees with the Township as follows:

1. The Owner agrees that no building permit will be available until the Plan has been approved by the Township, and further agrees that work will not commence prior to the issuance of the building permit.
2. The following Schedules, which are identified by the signatures of the parties to this Agreement, and which are attached hereto, are hereby made a part of this Agreement, as fully and to all intents and purposes as though recited in full herein:

EXHIBIT “A” - SITE PLAN

EXHIBIT “B” - SITE SERVICING PLAN

EXHIBIT “C” - CERTIFICATE OF COMPLIANCE

3. Schedule “A” hereto describes the lands affected by this Agreement.

4. Exhibit "A" - Site Plan, shows:
  - a) the location and height of all buildings and structures to be erected;
  - b) the location of vehicular entrances and exits;
  - c) the location and provision of off-street vehicular loading and parking facilities, including driveways for emergency vehicles;
  - d) walkways and all other means of pedestrian access;
  - e) the location and provision of fences, trees and all ground cover or facilities for landscaping the lands and protecting the adjoining lands and shows the lighting including flood lighting, of the land or any building or structure thereon;
  - f) the location and provision for the collection and storage of garbage and other waste material
5. The Owner agrees that the building or buildings will be erected in accordance with the plan(s) approved, subject only to such changes as have received advance approval.
6. Exhibit "B" - Site Servicing Plan shows:
  - a) lot grading information, indicating overland flow to and from adjacent properties, collection and disposal of surface water and storm water management (if deemed necessary by the Township);
  - b) location of utilities within the road allowance and site connections to these utilities;
  - c) building finished floor elevations;
  - d) other information as required by the Township
7. The Owner agrees that the site development and servicing will be in accordance with the plan(s) as approved, subject only to such changes as have received advance approval.
8. The Owner further agrees that:
  - a) final grades and elevations will be established to the satisfaction of the Township. The Owner will provide proof of final grades and elevations certified by a professional land surveyor or civil engineer, prior to the final release of the Letter of Credit.
  - b) all necessary provisions for service connections on site will be made to the satisfaction of the Township.
  - c) construction work will be carried forward expeditiously in good and workmanlike manner, in accordance with good trade practice and so to cause a minimum of nuisance.
  - d) all necessary precautions to avoid dust, noise and other nuisance and to provide for the public safety will, so far as possible, be taken and which comply with *The Construction Safety Act*.
  - e) all necessary care will be taken to see that mud and soil is not tracked or spilled onto any public street, and where such tracking occurs, the street shall be cleaned at the end of each working day.

- f) garbage disposal facilities will be an enclosed type located as shown on the Site Plan designed in a manner satisfactory to the Township.
  - g) unless otherwise provided, all parking lots and walkways will be finished with hot-mix asphalt, concrete or paving stones to the satisfaction of the Township and have permanent bumper curbing along all parking areas that abut the property limits.
  - h) no topsoil shall be stockpiled on any other portion of the Owner's lands except those lands identified in Schedule "A" to this agreement; and all topsoil shall be stockpiled and maintained in a manner which allows for the maintenance of weeds; and the Township may go in and do the same at the Owner's expense, and collect the cost in like manner either as municipal taxes or from the Letter of Credit deposited as performance security.
  - i) stock-piling of snow will not be allowed on the site where it will constitute a hazard in the opinion of the Township.
  - j) the electrical servicing of the property shall be subject to the approval of Hydro One.
  - k) upon failure by the Owner to do any act during the development period herein, that the public safety or convenience requires, in accordance with this Agreement, upon seven (7) days written notice, the Township, in addition to any other remedy, may go in and do same at the Owner's expense, and collect the cost in like manner either as municipal taxes or from the Letter of Credit deposited as performance security.
  - l) the Township may treat any breach of this Agreement as a breach of the Building By-Law, and upon twenty-four (24) hours written notice to the Owner, stop work until the breach is rectified.
  - m) nothing in this Agreement constitutes waiver of the owner's duty to comply with any by-law of the Township or any other law.
9. The Owner shall:
- a) be responsible for consulting with Hydro One regarding any matters that relate to services provided by Hydro One.
10. The Owner shall be responsible for consulting with and obtaining any necessary approval from all regulatory bodies such as, but not limited to, the appropriate Conservation Authority and the Ministry of the Environment.
11. The Owner shall satisfy all the requirements in relation to the fire protection for the building(s) to the satisfaction of the Township's Fire Chief.
12. The Owner agrees to pay for damages to public property including but not limited to municipal drain, ditches, street surfaces, storm and sanitary sewer systems, which may occur during the period of construction. Any such repair may be undertaken by the Township at the expense of the Owner, within thirty (30) days notice.
13. Any and all lighting shall be installed and maintained so as to not, in the opinion of the Township, interfere with the use or enjoyment of adjacent properties, or with the safe flow of traffic on abutting or adjacent streets.
14. The Owner shall landscape and maintain plants and ground cover acceptable to the Township, on those lands so indicated on the Site Plan.
15. If the Ontario Building Code requires that an Architect or Professional Engineer or both, shall be responsible for the field review of any new building or extension, provided for in this

Agreement, the Owner shall not occupy or use or permit to be occupied or used, any said new building or extension, until after an Architect or Professional Engineer has given to the Township, a letter addressed to the Township, and signed by the said Architect or Professional Engineer, certifying that all construction and/or services on or in the said lands, required for this development or redevelopment, newly installed by the Owner in connection with this development or redevelopment, have been installed and/or constructed in a manner satisfactory to the Architect or Professional Engineer.

16. The Township, through its servants, officers and agents, including its Chief Building Official, Fire Chief, and Township Engineer, may, from time to time, and at any time, enter on the premises of the Owner to inspect:
  - a) the progress of development;
  - b) the state of maintenance as provided for in this Agreement.
17. In the event of any servant, officer or agent of the Township, determining, upon inspection, that the development is not proceeding in the strict accord with the plans and specifications filed, such servant, officer or agent shall forthwith, place a notice requiring all work to be stopped upon the premises and forward a copy, by registered mail, to the Owner at the last known address, on the last revised assessment roll, and the Owner shall forthwith correct the deficiency or deviation.
18. In the event of any servant, officer or agent of the Township, upon inspection, be of the opinion that the state of maintenance is not satisfactory, such servant, officer or agent shall forthwith, forward notice of such opinion, by registered mail, to the Owner, at the last known address, and the Owner shall forthwith correct the deficiency or appeal to the Council of the Township of Malahide, as hereinafter provided.
19. In the event that the Owner should disagree with the opinion of the servant, officer or agent of the Township, as to the state of maintenance, such Owner shall appear before the Council of the Township of Malahide, which after hearing the Owner, shall express its opinion as to whether the maintenance is satisfactory, by resolution, which shall constitute a final determination of the matter.
20. In the event that the Owner shall fail to obey a stop work order issued under Section 17 hereof, the Owner recognizes the right of the Township to apply to the Courts for a restraining order.
21. In the event that an Owner shall fail to correct a deviation or deficiency after notice pursuant to Section 17 or after notice of an opinion, which the Council of the Township of Malahide determines is correct, under Section 17, the Council of the Township of Malahide, may by by-law, direct, on default of the matter or thing being done by the Owner, after two (2) week's notice, to it by registered mail, at the last known address of the Owner, pursuant to the last revised assessment roll of passage of such By-Law, that such matter or thing be done by the Township, at the expense of the Owner, which expense may be recoverable by action as municipal taxes, or from the Letter of Credit deposited as performance security.
22. Unless otherwise authorized, in the event of the Owner wishing to change at any time, the buildings, structures or facilities described in Exhibit "A" and "B", it shall make application to the Council of the Township of Malahide, for approval, and shall not proceed with such change until approval is given by such Council, or in default by The Ontario Municipal Board, under the procedure set out in Section 41 of *The Planning Act*, 1990, hereinbefore referred to.



23. The Owner agrees to pay to the Township all administration costs incurred in connection with this Agreement, and the fulfillment of this Agreement, including legal, engineering and inspection costs.

24. CAPITAL CHARGES

The following capital charges are to be paid at the time that this Agreement is signed.

25. SITE PLAN REVIEW FEE

The Owner shall pay to the Township, in cash or by certified cheque, an amount of Two Thousand (\$2,000.00) Dollars Deposit, per application, for Site Plan Review. As set out in Schedule "A" of By-Law 05-62 being a By-Law for the purpose of establishing user fees & rates.

26. LIABILITY INSURANCE

Before commencing any of the work provided for herein, the Owner shall supply the Township with a Liability Insurance policy in the amount of \$ 2,000,000.00 per occurrence, and in a form satisfactory to the Township, indemnifying the Township from any loss arising from claims for damages injury or otherwise, in connection with the work done by or on behalf of the owner of the development. The said policy shall be provided at the time of the signing of the Agreement and remain in force, until the development is complete and all required documentation as per Article 15 has been filed with the Township.

27. PERFORMANCE GUARANTEE

The Owner hereby defines the completion date of this Agreement and project to be on or before \_\_\_\_\_. It will be the Owner's responsibility to require, in writing, an extension to this agreement/project, within sixty (60) days of the above stated completion date, should an extension be required.

As security for the performance and completion of all works required by this agreement, the Owner shall supply the Township with a Letter of Credit, equal to \$ \_\_\_\_\_. The Letter of Credit will be based on the estimated cost of alterations to public property, roadway, curbs and gutters and drains, and any repairs for damages to public property, roadway, curbs and gutters and drains, plus all site specific components as defined by the Site Plan, "Exhibit A", and the Site Servicing Plan, "Exhibit B", which are approved under this Agreement. The amount of the Letter of Credit shall be established by the Township. The irrevocable Letter of Credit from a Chartered Bank expressed to be pursuant to this Agreement and payable to the Township at any time or in part, from time to time, upon written notice from the Township, shall be provided at the time of signing of this Agreement, and shall remain in force, until Twelve (12) months following the completion of this project.

28. This Agreement and the provisions thereof, do not give to the Owner or any person acquiring any interest in the said lands any rights against the Township with respect to the failure of the Owner to perform or fully perform any of its obligations under this Agreement or any negligence of the Owner in its performance of the said obligations.

29. In the event that no construction on the said lands has commenced within one (1) year from the date of registration of this Agreement the Township may, at its option, on one month's notice to the owner, declare this Agreement to be subject to re-negotiation, whereupon the Owner agrees that it will not undertake any construction on the said lands until this Agreement has been re- negotiated.

30. The Owner agrees that it will 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 Township 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 case.
31. The Owner agrees on behalf of themselves, their heirs, executors, administrators and assigns, to save harmless and indemnify the Township, from all losses, damages, costs, charges and expenses which may be claimed or recovered against the Township by any person or persons arising either directly or indirectly as a result of any action taken by the Owner, pursuant to this Agreement.
32. All facilities and matters required by this Agreement shall be provided and maintained by the Owner at its sole risk and expense to the satisfaction of the Township and in accordance with the standards determined by the Township and in default thereof, and without limiting other remedies available to the Township, the provisions of Section 326 of *The Municipal Act*, R.S.O. 1990, shall apply.
33. This Agreement shall be registered at the expense of the Owner, against the land to which it applies, and the Township shall be entitled, subject to the provisions of *The Registry Act*, to enforce its provisions against the Owner, named herein, and any and all subsequent Owners of the land.
34. A Certification of Compliance attached hereto as Exhibit "C", shall be filed by the Owner, following completion of the development to ensure all details of the Site Plan Agreement have been complied with.

IN WITNESS WHEREOF, the Parties hereto have hereupon, affixed their Corporate Seal, duly attested to by their authorized signing officers in that behalf.

OWNER

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CORPORATION OF THE TOWNSHIP OF  
MALAHIDE

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MAYOR

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CLERK

EXHIBIT "C"

CORPORATION OF THE TOWNSHIP OF MALAHIDE

CERTIFICATE OF COMPLIANCE

PROPERTY IDENTIFICATION:

Municipal Address: \_\_\_\_\_

Owner: \_\_\_\_\_

This document serves to certify that the development project on the above noted lands has been completed in accordance with the terms and conditions of The Site Plan Agreement By-law No. \_\_\_\_\_.

DATED: \_\_\_\_\_

I HEREBY CERTIFY THAT THE ABOVE DECLARATION IS TRUE AND CORRECT.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Name of Owner:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Phone Number:

**Municipal Freedom of Information Declaration**

In accordance with the provisions of the Planning Act, it is the policy of the Township Planning Department to provide public access to all development applications and supporting documentation.

Personal information contained on this form is collected pursuant to the Planning Act, R.S.O. 1990, O.Reg 200/96 as amended and will be used for the purpose of determining review of a site plan. The personal information collected will be maintained in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended.

In submitting this development application and supporting documentation, I \_\_\_\_\_  
\_\_\_\_\_

the owner/authorized applicant, hereby acknowledge the above-noted policy and provide my consent, in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, that the information on this application and any supporting documentation provided by myself, my agents, consultants and solicitors, will be part of the public record and will also be available to the general public.

I hereby authorize the Township of Malahide to post a Change of Use sign and municipal staff to have access to the subject site for purposes of evaluation of the subject application.

\_\_\_\_\_

Signature

\_\_\_\_\_

Day

Month

Year