



The Corporation of the County of Brant  
Planning Department  
66 Grand River Street North  
Paris, Ontario N3L 2M2  
Phone: (519) 442-6324 Fax: (519) 442-3461

**APPLICATION FOR SITE PLAN CONTROL APPROVAL, OR TO AMEND  
APPROVED PLANS OR CONDITIONS OF EXISTING SITE PLAN CONTROL  
APPROVAL OR EXEMPTION**

**Updated January 2012**

Information and Material to be Provided Under Section 41 of *the Planning Act*

**REQUIREMENTS:**

**Notes to Applicant:**

1. Prior to filing your application with the Planning Department, you should consult with one of the County Planners.
2. This application must be completed in accordance with the County's Site Plan Submission Requirements and the Development and Engineering Standards.
3. Application forms must be complete. Applications containing insufficient or inaccurate information will be returned, with the application fee, to the applicant. An application is considered to be received by the Planning Department on the date it is received with sufficient information and the correct fee.

**Section One to Four: General Information and Proposed Development**

This Site Plan Application may require a Site Plan Control Agreement. As the Agreement will be registered against the title to the lands, the "Registered Owner's Name" must be identical to how title is held at the time of execution of the Agreement. This information must be complete as all subsequent documentation shall be prepared on the basis of the information provided under the Registered Owner's Name. (Please note that if there is a mortgage against the subject property a separate postponement agreement will also be required, see attached sample.)

Should the financial securities required by any Agreement, be provided to the County in the form of a Letter of Credit, then the name(s) of the Owner/Person/Corporation on the Letter of Credit must be identical to the name(s) of the Owner/Person/Corporation executing the Agreement. The form of the Letter of Credit or other security must be satisfactory to the County (see attached sample.)

**Section Five and Six: Proposed Development and Other Information**

These sections must be completed. Attach supplementary reports where applicable.

**Section Seven: Authorization/Declaration**

This section must be signed by the owner/applicant.

**Appendix 'A': Financial Securities Estimate**

**Sample Consent & Postponement Agreement**

\* Will be discussed at the pre

**APPLICATION FOR SITE PLAN CONTROL APPROVAL, AMENDMENT, OR EXEMPTION**

Pursuant to Section 41 of the Planning Act, RSO.1990, as amended, and By-law 110-01 an application for site plan control is hereby submitted, and enclosed are the appropriate plans and the required fee of **\$1,500.00** for a new site plan agreement or **\$600.00** for an amendment to an existing agreement or **\$435.00** for an exemption from site plan control.

**FOR OFFICE USE ONLY:**

**Date Received:** \_\_\_\_\_ **File No:** \_\_\_\_\_

**SECTION ONE: Purpose of Application**

- New Site Plan Agreement
- Amendment to Existing Agreement
- Exemption

**SECTION TWO: Owner Information**

**REGISTERED OWNER: The Name(s) and Title(s) of those authorized to bind the Corporation must be included.**

Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**APPLICANT/AGENT:**

**(If the applicant is represented by an Agent, the Owner’s written authorization is required-See Part Six- Authorization/Declaration)**

Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant/Agent

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

*Note:: All correspondence, notices, reports, etc in regards to this application will be directed to the*

Owner as noted, except that where an Agent is employed, it will be directed to the Agent.

**SECTION THREE: Description of Property**

Property Location : Lot \_\_\_\_\_ Concession \_\_\_\_\_ Range \_\_\_\_\_ Tract \_\_\_\_\_

Road \_\_\_\_\_ Civic No. \_\_\_\_\_ Roll No. 2920 \_\_\_\_\_

Part \_\_\_\_\_ Reference Plan \_\_\_\_\_ Lot \_\_\_\_\_ Registered Plan \_\_\_\_\_

Former Municipality \_\_\_\_\_ PIN \_\_\_\_\_

Property Size : Frontage \_\_\_\_\_ m Depth \_\_\_\_\_ m Area \_\_\_\_\_ m<sup>2</sup>

Are there any easements / rights-of-way / restrictions or any other covenants applicable to the subject lands ? \_\_\_\_\_ If so, describe \_\_\_\_\_

\_\_\_\_\_

Have there been any previous Site Plan or Development Agreements registered against these lands? \_\_\_\_\_ If so, describe \_\_\_\_\_

\_\_\_\_\_

**SECTION FOUR: Existing Development**

Present Zoning \_\_\_\_\_ By-law # \_\_\_\_\_

Have there been any amending by-laws on the property? By-law # \_\_\_\_\_

Present Official Plan Designation \_\_\_\_\_

Existing Use(s) (**a complete description of the proposal**) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Construction (and dates of additions) \_\_\_\_\_

\_\_\_\_\_

Is the building designated under the Ontario Heritage Act? \_\_\_\_\_

Gross Floor Area of Building by Use: \_\_\_\_\_

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Height of Structure: \_\_\_\_\_ m

Number of Stories: \_\_\_\_\_

**Services: Check the appropriate box that applies to your lands.**

	<b>Existing</b>	<b>Proposed</b>
Water (Municipal/Private)		
Sewage System (Municipal/Private)*		
Stormwater (Urban/Rural)		

*It is important to note that not all items on the above chart will be required for each submission, and it is recommended to preconsult with County staff to ensure that the necessary information is provided.*

*\*Note- if you are intending to utilize municipal water or sewers, on a separate sheet, provide the current consumption of water and estimated generation of waste. In addition, provide a projected consumption of water and future generation of waste based on the size of the proposed structure/addition. Required information to include: Water - Peak Hourly Demand, Peak Daily Demand, Average Day Demand, Hours of Taking; Sanitary – Type of Sewage, Rate of Discharge, Peak Flow Rate, Hours of Discharge, Biochemical Oxygen Demand, Suspended Solids, Oil & Grease.*

*\*\* Note- if sewage system is private, the location of the system is to be shown on the site plan.*

**SECTION FIVE: Proposed Development**

*A covering letter is also required detailing the proposed development.*

Describe in detail the proposed use(s) of the property: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Gross Floor Area of Building by Use: \_\_\_\_\_

\_\_\_\_\_

Height of Structure: \_\_\_\_\_ m      Number of Stories: \_\_\_\_\_

**SECTION SIX: Other Information**

Identify any other planning applications and their status from which this application resulted.

OPA # \_\_\_\_\_ ZBA # \_\_\_\_\_ Consent No. B \_\_\_\_\_ Variance No. A \_\_\_\_\_

Status \_\_\_\_\_

Please identify the names and addresses of the holders of any mortgages, charges or other encumbrances on the subject lands (see attached form for Consent & Postponement agreement).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PART SEVEN: Authorization/Declaration**

**AUTHORIZATION OF OWNER(S) FOR APPLICANT/AGENT TO MAKE THE APPLICATION ON THE OWNER'S BEHALF.**

I/We \_\_\_\_\_, am/are the owner(s) of the land that is subject of this application for Site Plan and I/we authorize \_\_\_\_\_, to make this application on my/our behalf.

\_\_\_\_\_ Date

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

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

**THIS SECTION TO BE COMPLETED IN THE PRESENCE OF A COMMISSIONER FOR TAKING AFFIDAVITS.**

I, \_\_\_\_\_, of the \_\_\_\_\_,

in the \_\_\_\_\_, do solemnly declare that all of the above statements contained in all of the exhibits transmitted 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".

DECLARED before me at the \_\_\_\_\_

of \_\_\_\_\_ in the \_\_\_\_\_

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

of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_ Signature

A Commissioner, etc.



**Financial Securities Estimate - SCHEDULE 'A'**

50% financial securities will be taken for all site works, excluding buildings, and 100% for all works performed in the road allowance.

<b><u>ALL SITE WORKS</u></b>	<b><u>COST</u></b>
Grading	
Granular Material	
Parking/Loading/Driveway Surface (asphalt/other)	
Storm Water Management Facilities (including storm sewers)	
Water Facilities	
Sewer Facilities	
Lighting	
Garbage Facilities	
Other (Please Specify - ie. guardrails, retaining wall, etc.)	
<b>Total Site Works Cost:</b>	

<b><u>LANDSCAPING</u></b>	<b><u>COST</u></b>
Topsoil	
Seeding/Sodding	
Trees	
Shrub & groundcover planting (including annuals & perennials)	
Hard Landscape Elements (ie interlocking stone, concrete, etc.)	
Bed Edger/Mulch	
Fencing	
Outdoor Furnishings (ie play ground equipment, benches, etc.)	
Other (Please specify)	
<b>Total landscaping cost:</b>	

<b>TOTAL:</b>	
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**Consent and Postponement Agreements**

**What they are for?**

When the municipality enters into a site plan agreement we ask for Consent and Postponement where:

- A bank or mortgager has a registered interest in the property (ie. Construction loan, mortgage, line of credit)
- If a property owner dies or goes bankrupt, the bank may sell the property by Power of Sale
- Any agreements that occurred subsequent to that mortgage etc. are no longer in effect, and the municipality no longer has any control in terms of the site plan agreement

Therefore, the postponement puts our agreement ahead of the mortgage on title, and any subsequent purchasers are bound by the registered site plan agreement

**SAMPLE CONSENT AND POSTPONEMENT AGREEMENT**

Form 26  
Land Titles Act

**POSTPONEMENT OF CHARGES OR OTHER RIGHTS**  
(Subsection 78(6) of the Act)

I (we), \_\_\_\_\_ the registered owner(s) of the charge dated the \_\_\_\_\_ and registered on the \_\_\_\_\_ day of \_\_\_\_\_, as No. \_\_\_\_\_, made by \_\_\_\_\_ to me (us), (or to \_\_\_\_\_ and transferred to me (us)) charging the land (or part of the land) registered in the Land Registry Office for the Land Titles Division of Brant (No. 2) as Parcel \_\_\_\_\_ in the Register for Brant No. 2, (or as the case may be).

Hereby postpone(s) Charge No. \_\_\_\_\_ (or other rights of priority acquired by registration) to the Site Plan Control Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2003, made between the Corporation of the County of Brant as the party of the First Part, and \_\_\_\_\_ as the party of the Second Part, and registered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, as No. \_\_\_\_\_, (or as the case may be) and consent to the registration of such Site Plan Control Development Agreement against the land.

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Name of Bank:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Signature  
I have authority to bind the Corporation

\_\_\_\_\_  
Print Position:

## SAMPLE LETTER OF CREDIT

Name of bank,  
address, phone & fax

DATE OF ISSUE:  
IRREVOCABLE STANDBY LETTER OF CREDIT

APPLICANT:

BENEFICIARY:  
THE CORPORATION OF THE COUNTY OF BRANT  
CORPORATE SERVICES, TREASURY & FINANCE  
BRANT WEST SERVICE AREA OFFICE  
116 KING STREET, P.O. BOX 249  
BURFORD, ON, N0E 1A0  
AMOUNT:

WE HEREBY AUTHORIZE YOU TO DRAW ON "*name of bank & address*" FOR THE ACCOUNT OF "*applicant*" UP TO AN AGGREGATE AMOUNT OF "*amount*" CANADIAN DOLLARS, AVAILABLE UPON DEMAND AS FOLLOWS:

PURSUANT TO THE REQUEST OF OUR CUSTOMER, WE "*name of bank*" HEREBY ESTABLISH AND GIVE TO YOU AN IRREVOCABLE LETTER OF CREDIT (THE "CREDIT") IN YOUR FAVOUR IN THE TOTAL AMOUNT OF "*amount*" IN CANADIAN DOLLARS, WHICH MAY BE DRAWN ON BY YOU AT ANY TIME AND FROM TIME TO TIME UPON WRITTEN DEMAND FOR PAYMENT MADE UPON US BY YOU, WHICH DEMAND WE SHALL HONOUR WITHOUT INQUIRING WHETHER YOU HAVE A RIGHT AS BETWEEN YOURSELF AND OUR CUSTOMER TO MAKE SUCH DEMAND AND WITHOUT RECOGNIZING ANY CLAIM OF OUR CUSTOMER.

PROVIDED, HOWEVER, THAT YOU ARE TO DELIVER TO US AT SUCH TIME A WRITTEN DEMAND FOR PAYMENT IS MADE UPON US A CERTIFICATE SIGNED BY YOU AGREEING AND/OR CONFIRMING THAT MONIES DRAWN PURSUANT TO THIS CREDIT WILL BE RETAINED AND USED BY YOU TO MEET OUR CUSTOMER'S OBLIGATIONS IN CONNECTION WITH "*reason for Letter of Credit, ie. Conditional Permit Agreement/Site Plan Control Agreement for "name the location"*".

THE AMOUNT OF THIS CREDIT SHALL BE REDUCED FROM TIME TO TIME AS ADVISED BY NOTICE IN WRITING GIVEN TO THIS BRANCH FROM TIME TO TIME BY YOU.

THIS CREDIT WILL CONTINUE UP TO THE "*date*" AND WILL EXPIRE AT THE BRANCH ADDRESS AT THE CLOSE OF BANKING BUSINESS ON THAT DATE.

IT IS A CONDITION OF THIS CREDIT THAT IT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS SIXTY DAYS PRIOR TO ANY SUCH DATE WE NOTIFY YOU IN WRITING BY REGISTERED MAIL THAT WE ELECT NOT TO CONSIDER THIS CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD. UPON RECEIPT BY YOU OF SUCH NOTICE, YOU MAY DRAW BY MEANS OF YOUR DEMAND ACCOMPANIED BY YOUR WRITTEN CERTIFICATION THAT THE AMOUNT WILL BE RETAINED BY YOU TO MEET OUR CUSTOMERS OBLIGATIONS IN CONNECTION WITH THE AGREEMENT.