

SITE PLAN PROCESS

SITE PLAN SAMPLE AGREEMENT



The City of Cornwall – Planning Division

Revised 2009

TABLE OF SCHEDULES

Schedule "A" - Description of Lands

Schedule "B" - Site and Landscaping Plan

DATED:

-AND -

THE CORPORATION
OF
THE CITY OF CORNWALL

SITE PLAN AGREEMENT

THIS AGREEMENT made the day of A.D., 20

BETWEEN:

Hereinafter called the “**OWNER**”

(OF THE FIRST PART)

AND

THE CORPORATION OF THE CITY OF CORNWALL

Hereinafter called the “**CITY**”

(OF THE SECOND PART)

WHEREAS the Owner is the owner of certain lands and premises in the City of Cornwall, described in Schedule “A” to this agreement, and have applied to the City for a building permit.

AND WHEREAS the Owner is desirous of developing a project on the lands as set out in Schedule “A” in accordance with the Site and Landscaping Plan as set out in Schedule “B” attached hereto.

AND WHEREAS the Council of the City of Cornwall or its appointed officer under Bylaw No. 140-81 has approved the said application, subject to the terms and conditions hereinafter set forth.

AND WHEREAS as the City has certain requirements it deems necessary to be filed before the registration of any plan to the development of the project.

NOW THIS AGREEMENT WITNESSED that in consideration of the sum of One (\$1.00) Dollar of lawful money of Canada paid by the City to the Owner, the receipt whereof is hereby acknowledged, and other good and valuable consideration, the parties hereby covenant, promise and agree with the City as follows:

1. The parties mutually agree that the lands to be subject to this agreement are the lands described in Schedule “A” attached hereto.
2. The Owner further agrees that the proposed building(s) and other works including landscaping detail specified in the Schedules attached hereto which form a part of this agreement shall be erected in conformity with the said Schedules hereto to the satisfaction of the City. No buildings or other works shall be erected on the said lands other than those erected in conformity with the said

Schedules. It is understood and agreed that written authority of the City shall be obtained prior to any alterations being made which would in any way represent a departure from the specifications detailed in the said Schedule. It is further understood and agreed that if construction of the building(s) has not commenced within one year of the date of registration of this agreement, the approval herein may be revoked and the Owner may be required to submit a new application for approval by the City prior to any buildings or other works being constructed.

3. The Owner further agrees to grant unto the City, the Electric Utility Companies and Bell Canada such easements and widenings as are deemed necessary by these authorities at no cost to the City. It is understood that such grant of easement or widening documents as detailed in Schedule "C" to this agreement shall be delivered to the City within 6 months of the execution of this agreement by the City.
4. The City shall charge an application of \$350.00 for processing of this agreement and as part of that fee may cause this agreement to be registered on the lands to which this agreement applies immediately after the execution of this agreement and before the registration of any other instrument.
5. The Owner shall 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 City to enter into this Agreement and to enforce each and every term, covenant and condition herein contained.
6. It is further agreed that all matters and things required to be provided in this Agreement shall be provided within twelve months of occupancy of the building(s) and so continually maintained by the Owner at their sole risk and expense and to the satisfaction of the City. If, in the sole opinion of the City, the Owner has defaulted in the providing or maintaining of such matters and things, the Owner shall rectify, to the satisfaction of the City, all such matters and things as are in default within thirty (30) days of mailing of a notification by the City addressed to the Owner at their last known address or within a time deemed reasonable by the City and stipulated in writing. If, in the opinion of the City, the Owner has not rectified all such matters and things as are in default after said

stipulated time period, the City may, at the expense of the Owner, enter upon the lands and do all such matters and things as are in default. Actual cost incurred by the City in carrying out such matters and things shall be recovered using the letter of credit required to be deposited with the Planning Division as per Section 19 of the agreement, and/or additional costs may be recovered by the City in like manner as municipal taxes pursuant to the provisions of Section 469 of the Municipal Act. .R.S.O. 1970, Chapter 241.

7. The following Schedules are attached hereto and form part of this agreement:
 - Schedule "A" - Description of lands
 - Schedule "B" - Site and Landscaping Plans
8. That during the course of construction on the site and until the work is finally completed and cleaned up, the Owner will take all reasonable care to see that persons in the area are protected from dust, noise and traffic and safeguarded against open excavations and other hazards. The Owner will promptly carry out any directions given in this regard by the Municipality.
9. The Owner will take all reasonable steps to prevent damage being caused to existing public highways or other public works leading to the project by persons or vehicles employed by the Owner or others in the course of the development of the project.
10. The Owner agrees to construct to the satisfaction of the City; fences, hedges, parking, accesses, aisles, landscaping, berms, signs and lighting, in conformity with and in the locations shown on the attached approved site plan as shown on Schedule "B" attached hereto and forming part of this agreement.
11. The Owner agrees to construct only one-free standing sign per property unless on a corner lot. A changeable message board to be restricted to 25% of the sign's overall sign face area. Other free-standing message boards or read-o-graphs **will not be permitted.**
12. The Owner further agrees that the accesses to and from the property shall be restricted to those accesses as shown on the Site and Landscaping Plan and only those accesses.

13. The Owner agree to grade the site and construct the rip-rap rock and retaining walls, swales, size and gauge of metal culverts, in conformity with and in the locations shown on the attached approved Site and Landscaping plan attached hereto as Schedule "B" and forming part of this agreement.
14. It is understood and agreed that the Owner shall landscape and maintain the lands herein described in accordance with the Site Plan attached hereto as Schedule "B" and forming part of this agreement. It is further agreed that the Owner shall maintain in a neat and orderly appearance the road allowance abutting the subject lands. The Owner further agree to restore the subject property to a neat and orderly appearance such that the property does not constitute a visual hazard and nuisance.
15. It is further understood and agreed that all exterior areas including walkways, lanes, parking spaces, landscaped areas and parking islands shall not be encumbered with any permanent display, sign, or activity other than that which is shown on Schedule "B" attached hereto and forming part of this agreement. Notwithstanding any of the foregoing, signage for Federal, Provincial and/or Municipal agencies shall be permitted.
16. The Owner shall remove from the property all snow which has accumulated on the site and which creates a hazard to the individual and which leads to a deficiency in number of required parking spaces.
17. It is hereby understood and agreed that the City will have no responsibility to install any extension to municipal services which may be required in order for the Owner to comply with this Agreement or with any provincial or municipal law or bylaws. In cases where such an extension of municipal services is required, the work shall be undertaken by and at the expense of the Owner and construction shall be to the standards established by the City for the installation of such municipal services.
18. The Owner shall make all necessary arrangements for the storage, collection and removal of garbage on a regular basis to the satisfaction of the City. It is further understood and agreed that the Owner shall arrange for separate service contracts with private garbage haulers to transport such garbage to an approved

landfill site. The City reserves the right to direct that the garbage storage facility be relocated should said facility become a nuisance to neighbouring properties by reason of fumes, odour or seepage; additionally, said facility is to be constructed as part of the building or be sympathetic in design to the building, if remotely located.

19. No building permit or permits will be issued by the City until an irrevocable letter of credit from a Canadian chartered bank is deposited with the Planning Division to the amount \$_____.
20. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns of the parties hereto respectively, and all covenants and agreements herein contained assumed by or imposed upon the Owner is deemed to be covenants which run with and bind the lands herein described and every part thereof and all covenants herein contained shall be construed to be several as well as joint, and whenever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used whereby the context or the party of parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes hereby rendered necessary had been made.
21. This agreement shall be governed and construed in accordance with the laws of the Province of Ontario.
22. The Owner agrees that all parking lots shall be surfaced and the driveways and parking lots shall be curbed as shown on Schedule "B" attached hereto and forming part of this agreement.
23. The Owner understands the storwater quality structure or facility will require repair and maintenance to operate effectively. The owner agrees to repair/maintain the structure/facility to its original condition when needed or minimally in accordance with the manufactures or designers suggested maintenance interval. Maintenance shall included but not be limited to sediment and hydrocarbon removal, filter replacement, and vegetation replacement. (all where applicable)

24. Any notice or demand that may be given shall be in writing and, unless personally delivered, shall be sent by prepaid registered post mailed to the Owner at:

To the City at:

THE CITY OF CORNWALL
PLANNING, PARKS AND RECREATION
P.O. BOX 877
100 WATER STREET EAST, 2ND FLOOR
CORNWALL, ON K6H 5T9
ATTENTION: SITE PLAN CONTROL COORDINATOR

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals as attested by their duly authorized officers in that behalf the day and year above written.

SIGNED, SEALED AND DELIVERED

PER: _____

TYPE COMPANY NAME

PER: _____

NAME AND TITLE

(I) WE HAVE THE AUTHORITY TO BIND THE CORPORATION

PER: THE CORPORATION OF THE CITY OF CORNWALL

PER: _____

MAYOR

PER: _____

CLERK

PER: WE HAVE THE AUTHORITY TO BIND THE CORPORATION

SCHEDULE "A"

All and singular that certain parcel or tract of land and premises, situated, lying and being in the City of Cornwall, in the County of Stormont, and in the Province of Ontario being composed of
in the City of Cornwall deposited in the Registry Office for the Registry of the County of Stormont.

SCHEDULE "B"

This agreement is based on the Site Plan approved by the Site Plan Control Officer of the City for this development, (red lined/initialed) being drawing No. *(date)* revision # *dated* , prepared by *received* in the Planning Division on *(date)* as submission # .

A copy of this drawing may be viewed during regular working hours at the City of Cornwall Municipal Office of the City Clerk, at 360 Pitt Street.

This drawing forms part and parcel of this agreement. *(List all drawings)*