

SUMMARY OF SITE PLAN APPROVAL PROCESS

The Township of Wilmot employs authority pursuant to Section 41 of the Planning Act, the Township Official Plan, and Township of Wilmot By-law 96-64, to require the granting of Site Plan Approval.

PROCESS

1. Pre-consultation with the Development Services Department regarding the proposed new construction, or revisions to existing conditions. During this meeting, the number, type, and format of drawings and reports will be specified.
 - Typical submissions include an existing site conditions plan, a proposed site plan, and engineering drawings/plans/calculations for storm water management, lot grading and drainage, and site servicing, prepared and stamped by an Ontario Land Surveyor and/or Professional Engineer.
 - Depending on the scale and type of project, a detailed landscaping plan may be required
 - A photometric drawing may be required to identify the impact of any exterior lighting on abutting properties
 - In most instances, three copies of materials are submitted in printed form, along with a PDF version that can either be submitted by USB flash drive or sent to planning@wilmot.ca.
2. The applicant completes the Application for Site Plan Approval along with the required fees (see applicant checklist at the top of the application form).
3. If the property is located within a Source Protection Area, a copy of the Notice of Source Protection Plan Compliance (Section 59 Notice) obtained from the Regional Municipality of Waterloo is required to be submitted with the application. For more information, visit the Region's interactive tool at taps.regionofwaterloo.ca or email rmo@regionofwaterloo.ca.
4. The application and accompanying information is circulated to commenting agencies and Township departments and reviewed by Planning staff.
5. Upon the return of agency/staff comments, the applicant is contacted if any revisions to the submitted drawings, plans, or calculations. If required, the applicant submits required revisions.
6. A site plan agreement to be entered into between the Township, the owner, and the mortgagee is prepared (*sample agreement included in package*). The owner of the property and the mortgagee sign the site plan agreement and return to the Township for registration by the Township's solicitor.

7. An estimated cost of all underground and surface works (excluding the actual building) is submitted to the Development Services Department. The Development Services Department will then calculate the required securities in the amount equal to the greater of 100% of the underground or surface costs including 2% tax, 10% engineering allowance and 5% contingency allowance).
8. The applicant provides the Township with the required letter of credit (*sample L/C included in package*).
9. The Development Service Department grants Site Plan Approval under Section 41 of the Planning Act.
10. A building permit may be submitted during the site plan approval process, but the permit cannot be issued until Site Plan Approval is granted.

CONTACT INFORMATION

For more information on the Site Plan Approval process, to arrange a pre-consultation meeting or to apply, please contact:

Andrew Martin, MCIP RPP
Manager of Planning/EDO
519-634-8519 ext. 9245
andrew.martin@wilmot.ca



Development Services Department
 60 Snyder's Road West
 Baden, ON N3A 1A1
 519-634-8444
planning@wilmot.ca
www.wilmot.ca/planning

Submission: SP- _____

Date Received: _____

Under S.41 of the Planning Act

APPLICATION FOR SITE PLAN APPROVAL

APPLICATION CHECKLIST

- Application fee (<https://www.wilmot.ca/en/doing-business/Planning-Fees.aspx>)
- Township of Wilmot Public Works review fees (fees to be determined through pre-consultation).
- If the property is located within a Source Protection Area (see item 3 on page 1), Notice of Source Protection Plan Compliance.
- Drawings and/or reports in the number and format identified during pre-consultation.

If abutting a Regional road, a review fee will be requested by the Region of Waterloo when they provide comments. For current Regional fees, please visit www.regionofwaterloo.ca/en/doing-business/applications.aspx.

Grand River Conservation Authority (GRCA) review fees may apply if the subject property is regulated by the GRCA. The GRCA will invoice the applicant/agent directly. For current GRCA fees, please visit www.grandriver.ca/en/Planning-Development/Planning-Act-review-fees.aspx.

1.0 APPLICANT INFORMATION

1.1 Name of Registered Owner(s) as registered on title:

If owner is a company, name(s) and position(s) of signing authority:

Mailing Address: _____

City: _____ Province: _____ Postal Code: _____

Telephone number: _____

Email Address: _____

Preferred method of communication: Regular mail Email

1.2 Name of Authorized Agent(s): _____
Mailing Address: _____
City: _____ Province: _____ Postal Code: _____
Telephone number: _____
Email Address: _____

Preferred method of communication: Regular mail Email

1.3 Correspondence to be sent to: Owner Agent Both

1.4 Registered Mortgagee Information (or holders of charges or encumbrances) as registered on title:

Mailing Address: _____
City: _____ Province: _____ Postal Code: _____

2.0 LOCATION OF THE SUBJECT LAND

Lot(s): _____ Concession: _____ Block: _____
Registered Plan Number: _____ Lot(s) and/or Block(s): _____
Reference Plan Number: _____ Part(s): _____
Municipal Address: _____

3.0 LAND USE

3.1 Township Official Plan designation of the subject property: _____
3.2 Zoning of the subject property: _____
3.3 Existing use(s) and accessory uses of all land and structures on subject property:

3.4 Proposed use(s) and accessory uses of all land and structures on subject property:

4.0 SERVICING INFORMATION

Type of Access	Existing		Proposed	
	Yes	No	Yes	No
Provincial Highway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Regional Road	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Township Road	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Private Road	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Right-of-Way	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Type of Water Supply	Existing		Proposed	
	Yes	No	Yes	No
Publicly owned/operated piped water system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Privately owned/operated communal well	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Privately owned/operated individual well	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other means	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Type of Sewage Disposal	Existing		Proposed	
	Yes	No	Yes	No
Publicly owned/operated sanitary sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Privately owned/operated communal septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Privately owned/operated individual septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other means	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Type of Storm Drainage	Existing		Proposed	
	Yes	No	Yes	No
Storm Sewers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Swales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ditches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other means	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5.0 INFORMATION FOR COMMERCIAL/INDUSTRIAL DEVELOPMENT

(complete the applicable boxes)

	Existing	Proposed	Total
Gross floor area ¹ :			
Floor area of basement:			
Floor area of mezzanine:			
Building height ² and number of storeys:			
Commercial floor area devoted to retail sales or merchandising:			
Commercial floor area not devoted to retail sales or merchandising:			
Number of rooms providing sleeping accommodations in a hotel, motel, etc.:			
Restaurant floor space devoted to public use:			
Floor area of Drive-in Restaurant:			
Number of service bays for a service station or repair garage:			
Number of bays for a car washing establishment			
Floor area for office space, or office space within an industrial building:			
Floor area of warehouse, or warehouse space in an industrial building:			
Industrial floor area:			
Floor area of other permitted use:			
Number of units if multiple unit building:			
Number of off-street parking spaces ³ :			
Number of off-street loading spaces ⁴ :			
Floor area of proposed demolitions:			

¹ Floor space of all storeys measured to outside face of exterior walls excluding basement or mezzanine

² Measured from finish grade to: in the case of a flat roof, the highest point of the roof surface; in the case of a mansard roof, the deck roof line; in the case of a gable or cottage roof, the average height between the eaves and the ridges

³ A space to the rear of the building line having dimensions of not less than 2.75m by 6.0m

⁴ A space to the rear of the building line which a truck may be parked for standing, loading, or unloading services having an area of not less than 3.0m by 10.6m

6.0 INFORMATION FOR RESIDENTIAL DEVELOPMENT

(Complete the applicable boxes)

	Existing	Proposed	Total
Number of dwelling units as Single / Duplex / Semi-detached / Triplex			
Number of Apartment / Row House units:			
Number of dwelling units as part of a Rooming / Boarding House:			
Number of guest rooms in a Rooming / Boarding House:			
Gross floor area ⁵ :			
Floor area of basement:			
Building height ⁶ and number of storeys:			
Number of off-street parking spaces ⁷ :			
Floor area of proposed demolitions:			

⁵ All floor space of all storeys measured to outside face of exterior walls excluding basement or mezzanine

⁶ Measured from finish grade to: in the case of a flat roof, the highest point of the roof surface; in the case of a mansard roof, the deck roof line; in the case of a gable or cottage roof, the average height between the eaves and the ridges

⁷ A space to the rear of the building line having dimensions of not less than 2.75m by 6.0m

7.0 INFORMATION FOR INSTITUTIONAL DEVELOPMENT

(complete the applicable boxes)

	Existing	Proposed	Total
Gross floor area ⁸ :			
Floor area of basement:			
Floor area of mezzanine:			
Building height ⁹ and number of storeys:			
Number of physicians or practitioners in medical clinic:			
Floor area available to public in a church, auditorium, community centre, stadium, etc.:			
Number of seats in a church, auditorium, community centre, stadium, etc.:			
Number of classrooms in an Elementary School:			
Number of classrooms in a Secondary School:			
Number of beds in a hospital, rest home, or nursing home:			
Number of employees at a hospital, rest home, or nursing home:			
Floor area devoted to public use for a fraternal organization, club, or similar use:			
Floor area for office space:			
Number of off-street parking spaces ¹⁰ :			
Number of off-street loading spaces ¹¹ :			
Floor area of proposed demolitions:			

⁸ All floor space of all storeys measured to outside face of exterior walls excluding basement or mezzanine

⁹ Measured from finish grade to: in the case of a flat roof, the highest point of the roof surface; in the case of a mansard roof, the deck roof line; in the case of a gable or cottage roof, the average height between the eaves and the ridges

¹⁰ A space to the rear of the building line having dimensions of not less than 2.75m by 6.0m

¹¹ A space to the rear of the building line which a truck may be parked for standing, loading, or unloading services having an area of not less than 3.0m by 10.6m

8.0 CHECKLIST (this is a basic list of plans to be submitted, additional requirements may apply)

Existing Site Conditions Plan:		
	Shown	N/A
Location of driplines, including location of existing landscaped areas and existing tree cover	<input type="checkbox"/>	<input type="checkbox"/>
Location of existing driveways, paved areas and gravel-surfaced areas	<input type="checkbox"/>	<input type="checkbox"/>
Location of buildings to be demolished and buildings to be retained	<input type="checkbox"/>	<input type="checkbox"/>
Existing topography of the land, showing contour lines; severe slopes are to be clearly illustrated showing both top and bottom of banks.	<input type="checkbox"/>	<input type="checkbox"/>
Proposed Site Plan:		
	Shown	N/A
a key map showing the location of the property;	<input type="checkbox"/>	<input type="checkbox"/>
the true dimensions, bearings and area of the property	<input type="checkbox"/>	<input type="checkbox"/>
the location and dimensions of all existing and proposed buildings and structures including basements and mezzanines	<input type="checkbox"/>	<input type="checkbox"/>
the dimensions of all yards (i.e. setbacks of all buildings and structures from property lines)	<input type="checkbox"/>	<input type="checkbox"/>
the location of off-street parking and loading areas including the dimensions of parking spaces and loading areas and setbacks of such areas from property lines	<input type="checkbox"/>	<input type="checkbox"/>
the width of driveways and aisles accessing parking stalls and loading areas	<input type="checkbox"/>	<input type="checkbox"/>
the dimensions detailing entrance and exit locations to and from the site	<input type="checkbox"/>	<input type="checkbox"/>
the location of outdoor containers and/or vaults, central storage and collection areas, or other facilities for the storage of garbage and other waste or recyclable material	<input type="checkbox"/>	<input type="checkbox"/>
the location, height and type of fencing	<input type="checkbox"/>	<input type="checkbox"/>
the location of landscaped areas	<input type="checkbox"/>	<input type="checkbox"/>
% lot coverage of all buildings and structures	<input type="checkbox"/>	<input type="checkbox"/>
the location of curbing	<input type="checkbox"/>	<input type="checkbox"/>
the location of outdoor storage areas	<input type="checkbox"/>	<input type="checkbox"/>
the location of existing and proposed sidewalks	<input type="checkbox"/>	<input type="checkbox"/>
existing and proposed connections to municipal services	<input type="checkbox"/>	<input type="checkbox"/>
storm water management area, if required (shown conceptually)	<input type="checkbox"/>	<input type="checkbox"/>
Engineering Drawings (stamped by a Professional Engineer):		
	Shown	N/A
storm water management drawings and report	<input type="checkbox"/>	<input type="checkbox"/>
lot grading	<input type="checkbox"/>	<input type="checkbox"/>
drainage	<input type="checkbox"/>	<input type="checkbox"/>
site servicing	<input type="checkbox"/>	<input type="checkbox"/>

9.0 ACKNOWLEDGEMENT AND AUTHORIZATION

9.1 Acknowledgement

I/We understand that receipt of this application by the Township of Wilmot does not guarantee it to be a complete application. Further review of this application will be undertaken and I/we may be contacted to provide additional information and/or resolve any discrepancies or issues with the application submitted.

Once the application is deemed to be fully complete, the fees will be deposited and the application will be circulated for agency comments.

Submission of this application constitutes consent for authorized municipal staff to enter upon the subject property during regular business hours for the purposes of conducting site visits, including photographs, which are necessary for the evaluation of this application.

Signature of Owner/Agent

Date

Signature of Owner/Agent

Date

9.2 Authorization

If this application is being made by an agent/solicitor on behalf of the property owner, the following authorization must be completed.

I/We, _____, owner of the land that is the subject of this application, hereby authorize _____ to make this application and to act on my/our behalf.

Signature of Owner

Date

Signature of Owner

Date

SAMPLE AGREEMENT

AGREEMENT MADE UNDER SECTION 41 OF THE PLANNING ACT, R.S.O. 1990

THIS AGREEMENT made this _____ day of _____, 200__.

B E T W E E N:

Hereinafter called the "Owner"

OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWNSHIP OF WILMOT

Hereinafter called the "Township"

OF THE SECOND PART;

- and -

Hereinafter called the "Party"

OF THE THIRD PART;

WHEREAS the Owner represents that it is the owner of the lands described in Schedule "A" to this Agreement;

AND WHEREAS the Township has imposed the provisions of Section 41 of the Planning Act, R.S.O. 1990 in respect to the lands described herein;

AND WHEREAS this Agreement is being entered into by the parties hereto as a condition to the approval of the plans and drawings referred to in subsection 4 of Section 41 of the Planning Act, 1990;

AND WHEREAS this Agreement shall be registered against the lands described in Schedule "A" to this Agreement and the Township is entitled to enforce the provisions thereof against the Owner and, subject to the provisions of the Registry Act and any and all subsequent owners of the lands, in accordance with subsection 10 of Section 41 of the Planning Act, 1990.

NOW THEREFORE WITNESSETH that in consideration of the premises and the sum of TWO (\$2.00) DOLLARS paid to the Township by the Owner (receipt of whereof is hereby acknowledged), and in consideration of the Township approving the plans and drawings for the development of the lands described in Schedule "A" attached hereto, the Owner covenants and agrees with the Township to provide, to the satisfaction of and at no expense to the Township, the following:

1. The Owner agrees that plans showing the location of all buildings and structures to be erected and showing the location of all facilities and works to be provided in conjunction therewith shall be approved by the Township prior to the issuance of any Township permits for the lands referred to herein.
2. The Owner agrees that the plans referred to in clause 1 shall be in such detail as required by the Township and shall include the following, all of which will be subject to the Township approval:
 - (a) Grading or alteration in elevation or contour of the land and provision for the disposal of storm, surface and waste water from the land and from any buildings or structures thereon.
 - (b) The proposed location, height, dimensions and use of all buildings and structures and the use of all remaining open lands on the site.

- (c) All aspects of the development in accordance with the Regulations and outlined in By-law 83-38 and illustrated and/or tabular information indicating compliance.
 - (d) Walls, fences, hedges, trees, shrubs or other groundcover or facilities for the landscaping of the lands or for the protection of adjoining lands.
 - (e) The proposed width, location, grades and elevation of facilities to provide access to and from the land and other access driveways such as access ramps, curbing, and traffic directions signs, off-street vehicular loading and parking facilities, either covered or uncovered, driveways for emergency vehicles and the surfacing of such areas, which shall be in the form of hard surface treatment.
 - (f) Vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste materials.
 - (g) Storm water and sanitary drainage plans for the site and buildings, including the location and sizes of all mains, connections, hydrants and easements to be conveyed to the municipality for the construction, maintenance or improvement of watercourses, ditches, land drainage works and water and sanitary sewage facilities on the land.
 - (h) Facilities for the lighting, including floodlighting, of the land or of any buildings or structures thereon.
3. The Owner agrees that the building or buildings will be erected and the project will be completed in accordance with the site, site servicing, grading, drainage, landscape-buffering and layout plans as approved, subject only to such changes as are approved by the Township.
 4. Site services plans for the site and buildings, shall be prepared by a professional engineer according to proper engineering principles. Said plans to include the location and sizes of all mains, connections, hydrants and easements to be conveyed to the municipality for the construction, maintenance or improvement of watercourses, ditches, land drainage works and water and sanitary sewage facilities.
 5. The Owner agrees that all connections to municipal services will be installed in accordance with plans as approved by the Township and that all connections to municipal services are to be inspected and approved by Township staff.
 6. The Owner agrees to supply the Township with a set of "as constructed" drawings for all site services envisaged by this Agreement, said drawings to be certified by the Owner's engineer and to be submitted prior to release of any lands from the provisions of this Agreement.
 7. That, for the purpose of this Agreement, underground services includes sanitary sewers, storm sewers, water mains and all appurtenances.
 8. That, for the purpose of this Agreement, surface works include all other works, including sidewalks, landscaping, trees, curb and gutter, road granulars and asphalt, fencing, storm water management ponds (excluding sewers), grading and drainage, and driveway ramps.
 9. The Owner agrees to provide to the Township, prior to application for a building permit, a letter of credit or other satisfactory security in an amount equal to 100% of the costs of underground services or surface works, whichever is greater, as defined in Clauses 7 and 8 above, from a Chartered Bank or other security satisfactory to the Township.

10. The Owner shall provide a costs estimate of the amount of the works in accordance with Clause 9 above, to the Township for approval of the Director of Public Works prior to acceptance of the letter of credit or other security.
11. The irrevocable letter of credit required under Clause 9 above may be reduced to zero when all surface and underground works have been completed and the "as built" drawings required under Clause 6 above, have been received to the satisfaction of the Township.
12. The Owner agrees to allow the Township, in its sole discretion, to register or deposit this Agreement in the Registry Office for the Registry Division of Waterloo (No. 58) against the lands herein described.
13. The Owner agrees to not call into question directly in any proceedings 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 such proceedings.
14. The Owner agrees that all terms and provisions of this Agreement that have to be carried out and completed by the Owner shall be completed within one (1) year from the issuance of a building permit relating to the lands described herein.
15. The Owner agrees to maintain the surface works provided for by this agreement for the life of the development and that this clause shall not be released for the life of the agreement.
16. The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the lands and shall be binding upon it and upon its successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining highways in the ownership of the Township.
17. The Owner agrees to pay all legal costs associated with the title searches, preparation and registration of this Agreement.
18. The lands affected by this Agreement are more particularly described in Schedule "A" attached hereto.
19. The Part of the Third Part for and in consideration of the sum of ONE (\$1.00) DOLLAR now paid to it (the receipt whereof is hereby acknowledged) hereby consents to the agreement herein and postpones its claims as Mortgagee of the said lands, the intent being that its mortgage shall be subject to the agreement herein as though the said agreement had been registered prior to the registration of its mortgage.

SAMPLE LETTER OF CREDIT

SCHEDULE "C"

BANK LETTERHEAD

Letter of Credit No. _____

Total Amount: _____

Date: _____

Branch: _____

TO: The Corporation of the Township of Wilmot

UNCONDITIONAL IRREVOCABLE LETTER OF CREDIT

We hereby authorize you to draw on _____,
_____,
for account of our customer, _____ up to an
aggregate amount of _____ dollars (\$ _____)
available by drafts at sight as follows:

Pursuant to the request of our customer, the said _____
_____, we the _____
herby establish and give to you this unconditional irrevocable letter of credit in you favour in the total
amount of _____ dollars (\$ _____)
which may be drawn on by you at any time and from time to time upon written demand for payment
mad upon us by you which demand we shall honour without enquiring whether you have a right as
between yourself and our said customer to make such demand and without recognizing any claim of
our said customer.

Provided, however, that you are to deliver to the _____
_____, _____,
at such time as a written demand for payment is made upon us a certificate signed by your
Treasurer or Deputy Treasurer, Clerk or Deputy Clerk agreeing and/or confirming that moneys
drawn pursuant of our said customer to you or to ensure that any outstanding obligations of our said
customer to you are performed.

It is understood and agreed that the obligation of the under-signed under this letter of Credit is an
obligation to pay money only and that in no circumstances shall the undersigned be obliged to
perform or cause to perform any of our customer's obligations to you.

The amount of this Letter of Credit shall be reduced from time to time as advised by notice in writing
given to us by you from time to time.

This Letter of Credit will continue up to _____
and will expire at the close of business on that date and you may call for payment of the full amount
outstanding under this Letter of Credit at any time prior to the close of business on that date should
this Letter of Credit not be renewed.

We agree to advise you on or before _____
(one month prior to expire date set out above)

as to whether this Letter of Credit has been or will be renewed by us and if we fail to do so then this Letter of Credit shall be deemed to be automatically renewed for a further year and so on from year to year thereafter.

Partial drawings hereunder are permitted.

Drafts must be drawn and negotiated not later than close of business on the expiry date or renewed expiry date hereunder as the case may be.

The Drafts drawn under this Letter of Credit are to be endorsed hereon and shall state on their face that they are drawn under the _____,
Letter of Credit No. _____.

Dated at _____
this _____ day of _____, 20 _____.

(Insert Name of Bank)

Per:

(Affix Corporate Seal)

Per:

(Power of Attorney to Affix Seal)

It is Power of Attorney, the Power of Attorney being registered as Instrument No. _____