



**Corporation of the Municipality of Temagami**

**Memo No.**  
2018-M-045

**Memorandum to Council**

☒ **Staff**  
☐ **Committee**

**Subject:** Site Plan Amendment No. SPC-18-10 Camp Wanapitei Amends SPC-15-03

**Agenda Date:** **August 14, 2018**

**Attachments for Information:**

- SPC-18-10 Site Plan Application & Draft Agreement
- SPC-15-03 Site Plan Agreement

**RECOMMENDATION**

This memorandum is to recommend that Council consider the following motion:

BE IT RESOLVED THAT Council receive Memo 2018-M-045 regarding the proposed amendment of a previous site plan agreement; AND FURTHER THAT Council approve the proposed Site Plan Control Agreement SPC-18-10, being an amendment to the existing site plan for Camp Wanapitei Co-Ed Camps Limited.

**INFORMATION**

Camp Wanapitei entered into a site plan agreement with the Municipality of Temagami in 2015(Attached). The primary purpose of the agreement was to change the location of two buildings shown on the Schedule B.

Geoff Hodgins, President of Camp Wanapitei has made an application for site plan control. The property is zoned Tourist Commercial Youth Camp (TCYC) and By-law 07-728 requires that commercial properties be approved by Municipal Council and subsequently signed by the Mayor and Municipal Clerk.

The proposed development below is consistent with the Tourist Commercial Youth Camp Zone as permitted in the Zoning By-Law.

1. Proposed Construction of a 24' x 36' Office;
2. Proposed Construction of a 8' x 8' Shed for the Electrical Panel;
3. Proposed (4) Tent Platforms of 10' x 14' size;
4. Proposed Construction of a 20' x 24' Staff Cabin;
5. Proposed Construction of a 16' x 24' Camper Cabin;
6. Proposed Re-construction of a 54' x 40' Kitchen & Laundry Facilities;
7. Proposed Construction of a 20' x 16' Mini Sangeo;
8. Propose relocation of a 12' x 15' Tent Drying Shelter;
9. Proposed demolition of a 16' x 16' Wash House;
10. Proposed demolition of a 28' x 38' + 27' x 20' Dining Hall/Kitchen;

It is recommended that Council pass a resolution authorizing the Mayor and Clerk to sign the attached Site Plan Agreement.

Prepared by:

Reviewed and Approved for Council consideration by:

**Tammy Lepage,**  
**Planning Clerk/Deputy Clerk**

**Craig Davidson**  
**Treasurer/Administrator /Acting Clerk**

Name, Position

Name, Position

**The Corporation of the Municipality of  
Temagami**



**Application for Site Plan Control**

**PLEASE READ BEFORE COMPLETING THIS APPLICATION**

In addition to this form, the Applicant will be required to submit the appropriate fee, site plan, and any additional information required to assess the proposal. Failure to submit all of the required information may prevent or delay the consideration of the Application. If more space is required please use additional sheets.

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

SECTION 1 – APPLICANT INFORMATION		
<b>1.1 Owner Information</b>		
Name of Owner(s) Camp Wanapitei		
Home Telephone Number <del>613-267-2337</del>	Business Telephone Number <del>705-267-6838</del>	
Fax Number	Email Address <del>ghodgins_gba@gmail.com</del>	
Mailing Address <del>Wanapitei, 2845 Red Squirrel Road, Temagami</del>		Postal Code P0H 2H0
If the owner is a corporation, please provide the name of the person who has the authority to bind the corporation and who will sign the legal agreement on behalf of the Corporation		
Name(s): <u>Geoff Hodgins</u>		
Position(s): <u>President</u>		
<b>1.2 Agent Information (Who is making the application on behalf of the owner)</b>		
Name of Agent / Contact Person:		
Home Telephone Number	Business Telephone Number	
Fax Number	Email Address	
Mailing Address		Postal Code

**1.3** Please specify to whom all communications should be sent

- ☒ Owner  
☐ Agent  
☐ Both Owner and Agent

## SECTION 2 – LOCATION OF THE SUBJECT LAND

### 2.1 Location of Land

Municipal Address

2845 Red Squirrel Road, Temagami, Ontario, P0H 2H0

Legal Description

HS 2020, Township of Aston, District of Nipissing, part 1 Plan 36R-2749

## SECTION 3 – AUTHORIZATION

**3.1** If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

### AUTHORIZATION OF OWNER FOR AGENT TO MAKE THE APPLICATION

I, \_\_\_\_\_, am the owner of the land that is subject of this application and I authorize \_\_\_\_\_ to make this application on my behalf.

Signature of Owner(s)

Date

**3.2** If the applicant is not the owner of the land that is the subject of this application, complete the authorization of the owner concerning personal information set out below.

### AUTHORIZATION OF OWNER FOR AGENT TO DISCLOSE PERSONAL INFORMATION

I, \_\_\_\_\_, am the owner of the land that is subject of this application and for the purpose of the Freedom of Information and Protection of Privacy Act I authorize \_\_\_\_\_ to make this application on my behalf.

Signature of Owner(s)

Date

3.3 Consent of Owner – Complete the consent of the owner concerning personal information set out below

**CONSENT OF THE OWNER TO THE USE AND DISCLOSURE OF PERSONAL INFORMATION**

I, Geoff Hodgins an owner of CB, am ~~the owner~~ of the land that is the subject of this application and for the purposes of the Freedom of Information and protection of Privacy Act, I authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the Planning Act for the purposes of processing this application.

  
Signature of Owner(s)

July 8, 2018

Date

3.4 Consent of Owner – Site Visit

I, Geoff Hodgins an CB, am ~~the owner~~ of the land that is the subject of this application and I authorize municipal staff and committee of adjustment members to enter onto the property to gather information necessary for assessing this application.

  
Signature of Owner(s)

July 8, 2018

Date

**SECTION 4 – CHECK LIST**

Have you remembered to attach the following

- ☐ 2 copies of the completed application form
- ☐ 2 copies of the required sketch
- ☐ 2 copies of any required technical or justification study
- ☐ The required fee (cheque payable to the Municipality of Temagami)

**SECTION 5 – DESCRIPTION OF THE PROJECT**

**5.1 Project Description**

Nature and extent of project

Demolition, rebuilding of the camp kitchen and laundry facilities

Description of any proposed buildings/structures

The new structure will be rebuilt in a location of the existing kitchen but will be expanded to incorporate laundry facilities, additional cooking equipment and a place for the cooking staff to eat.

Description of any proposed uses

All normal kitchen activities, food storage, kitchen staff dining, staff meeting and laundry

**SECTION 6 – AFFIDAVIT OR SWORN DECLARATION (to be completed by each owner)**

I, Geoff Hodgins  
(full name)

of the Town of Perth  
(city, town)

in the County of Lanark  
(region, county, district)

make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true.

Sworn (or declared) before me

at the Town of Perth  
(city, town)

in the County of Lanark  
(region, county, district)

this 8th day of June, 2018

PA Bowls  
(Commissioner, etc.)

[Signature]  
Owner

THE CORPORATION OF THE  
MUNICIPALITY OF TEMAGAMI  
P.O. BOX 220  
TEMAGAMI, ONTARIO P0H 2H0  
(705) 569-3421  
FAX: (705) 569-2834  
E-MAIL: visit@temagami.ca  
WEBSITE: www.temagami.ca



**SITE PLAN CONTROL AGREEMENT NO. SPC-18-10 AMENDS SPC-15-03**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI  
7 LAKESHORE DRIVE, BOX 220, TEMAGAMI, ON, P0H 2H0**

(hereinafter called "*the Municipality*")

**OF THE FIRST PART**

- and -

**CAMP WANAPITEI CO-ED CAMPS LIMITED  
2841 RED SQUIREL ROAD, TEMAGAMI, P0H 2H0**

(hereinafter called "*the Owner*")

**OF THE SECOND PART**

**WHEREAS** the Owner has made application to the Municipality to develop and/or redevelop the lands and premises which are within a Site Plan Control Area, and are described as:

**Roll Number:** 4869-680-000-09000-0000

**Civic Address:** 2841 Red Squirrel Road

**Legal Description:** PCL 22871 SEC NIP; PT SUMMER RESORT LOCATION  
HS2020 ASTON PT 1 36R2749, RESERVING THE LAND  
UNDER THE WATER OF SQUIRREL CREEK; TEMAGAMI

**Zone:** TCYC – TOURIST COMMERCIAL YOUTH CAMPS

**AND WHEREAS** the proposed development of the subject lands by the Owner is outlined on a site plan included as Schedule A and forms part of this agreement;

**AND WHEREAS** the proposed development of the subject lands by the Owner is to be in accordance with the site plan control area requirements as set forth in By-law No. 07-728 passed pursuant to Section 41 of the Planning Act, RSO 1990, c. P.13 as amended;

**AND WHEREAS** the Parties hereto have agreed that the specific provisions as set forth herein shall be met by the Owner as a condition to the approval of the development of the lands;

**NOW THIS AGREEMENT WITNESSETH** that in accordance of the mutual covenants and conditions herein set forth, and the required payment by the owners to the Municipality, the receipt whereof is hereby acknowledged, the Parties do hereby covenant and agree as follows:

## **1. GENERAL PROVISIONS**

- 1.1** All natural tree, shrub and ground cover shall be retained except where limited clearing is required to provide sites for buildings and structures, and walkways. Mature trees shall be retained on the property.
- 1.2** Exterior lighting on the property and on the buildings shall be designed to shine directly down so that there is no impact on the night sky.
- 1.3** Any infilling of low areas and other site alterations shall require that a stormwater management study be completed prior to infilling. A copy of the study shall be given to the Municipality prior to commencement of infilling.
- 1.4** The Owner is responsible to mitigate storm water runoff during the construction stage to ensure there is no runoff into Sandy Inlet.
- 1.5** Permission is given for the following construction as shown on Schedule A subject to the requirements of the Zoning By-law, Ontario Building Code, and Province of Ontario:
  1. Proposed Construction of a 24' x 36' Office;
  2. Proposed Construction of a 8' x 8' Shed for the Electrical Panel;
  3. Proposed (4) Tent Platforms of 10' x 14' size;
  4. Proposed Construction of a 20' x 24' Staff Cabin;
  5. Proposed Construction of a 16' x 24' Camper Cabin;
  6. Proposed Re-construction of a 54' x 40' Kitchen & Laundry Facilities;
  7. Proposed Construction of a 20' x 16' Mini Sangeo;
  8. Propose relocation of a 12' x 15' Tent Drying Shelter;
  9. Proposed demolition of a 16' x 16' Wash House;
  10. Proposed demolition of a 28' x 38' + 27' x 20' Dining Hall/Kitchen;

## **2. AGREEMENT REGISTRATION**

- 2.1** This Agreement or any notice of this Agreement shall be registered against the subject lands at the expense of the Owner. The Municipality shall enforce the provisions hereof against the Owner and any and all subsequent owners of the subject lands. The Owner agrees that

de-registration of this agreement shall not be permitted without the written consent of the Municipality.

- 2.2 The Parties agree that this Agreement shall be registered by the Municipality against the Owner's lands at the Owner's expense.

3. **SCHEDULES AND REQUIREMENTS**

The following schedules form part of this agreement:

Schedule A - Site Plan

4. **BUILDING PERMITS**

- 4.1 Building permits shall not be issued for development on the lands described in Schedule A attached hereto, until this Agreement has been signed by all Parties. The Site Plan Agreement will be registered on title by the Municipality and a registered copy of the Agreement will be provided to the owner and the Municipality.

5. **ENFORCEMENT**

- 5.1 The Owner agrees to carry out the works described herein materially according to the provisions of this Agreement. In the event that the Owner deviates from said provisions, in addition to any other remedy, the Owner hereby authorizes the Municipality, its officers, servants, agents and employees to enter on the subject lands and to correct the deviation at the Owner's expense and to add the cost thereof to the Collector's Roll for the said lands and to collect the said costs, with interest in like manner as municipal taxes.

- 5.2 The parties acknowledge the provisions of Section 67 of the Planning Act R.S.O. 1990 c. P.13 as amended, which provides that persons who contravene Section 41 of the Planning Act are liable on a first conviction to a fine of not more than \$25,000 and on a subsequent conviction of not more than \$10,000 for each day or part thereof upon which the contravention has continued after the day on which the person was first convicted.

6. **AMENDMENT, EFFECT AND NOTICE**

- 6.1 This Agreement shall only be amended or varied by a written document of equal formality herewith duly executed by the Parties and registered against the title to the subject lands.
- 6.2 The Agreement shall come into effect on the date of execution by the Parties.

Any notice required to be given pursuant to the terms of this Agreement shall be in writing and mailed or delivered to the current address of the other Party.



**WITNESS** the signature and seal of the parties hereto.

THE CORPORATION OF THE  
MUNICIPALITY OF TEMAGAMI

\_\_\_\_\_  
Mayor  
Lorie Hunter

\_\_\_\_\_  
Deputy Clerk  
Craig Davidson

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Camp Wanapitei Co-Ed Camps Limited  
Geoff Hodgins, President  
***I have the authority to bind the Corporation***

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

**FACSIMILE:**

*Either party may execute this Site Plan Control Agreement by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that this Site Plan Control Agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.*

All building locations and size are approximate.  
Review in conjunction with site survey, dated October, 21, 1944  
Open - refers to building with a roof but no walls

### Legend

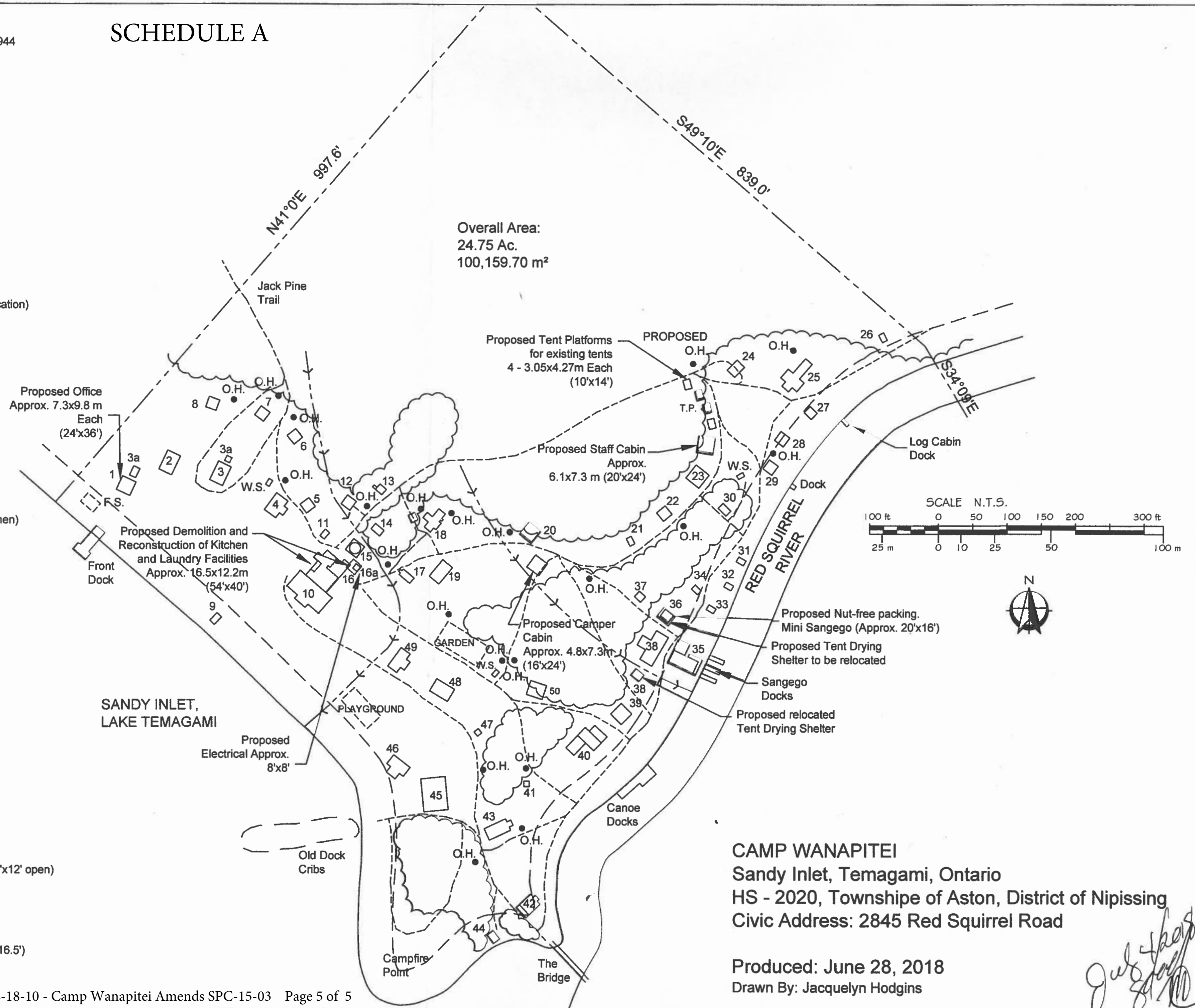
W.S. Wash Station  
F.S. Fuel Storage Area  
T.P. Tent Platforms  
O.H. Outhouse (Shifts constantly)

----- trails  
 ~~~~~ treeline  
 — → — drainage  
 — — — 15 m saa

### Building List

- |     |                                                                                                                                                                |                       |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1   | Proposed Office - 24'x36' (Approx.)                                                                                                                            |                       |
| 2   | Red Bird Cage - 21'x31'                                                                                                                                        |                       |
| 3   | Blue Bird Cage / Current Office - 21'x31'                                                                                                                      |                       |
| 3a  | Office Storage - 8'x8' (Relocated to proposed office location)                                                                                                 |                       |
| 4   | Red Pine - (21'x30')+(12'x6')                                                                                                                                  |                       |
| 5   | Les Peupliers - 16'x16'                                                                                                                                        |                       |
| 6   | Kitigay - 16'x16'                                                                                                                                              |                       |
| 7   | Les Voyageurs - 16'x16'                                                                                                                                        |                       |
| 8   | Mukwa - 16'x16'                                                                                                                                                |                       |
| 9   | Pump House (Water treatment plant) - 8'x8'                                                                                                                     |                       |
| 10  | Dining Hall / Kitchen - Existing (28'x38')+(27'x20')<br>(Proposed demolish of exiting kitchen / laundry -<br>New Kitchen / Laundry Facilities approx. 54'x40') | Proposed<br>Approx. 7 |
| 11  | Bella's Condo - 8'x12'                                                                                                                                         |                       |
| 12  | The Barn - 16'x16'                                                                                                                                             |                       |
| 13  | Generator Shed - 10'x12' + 6'x4'                                                                                                                               |                       |
| 14  | Cook's Cabin - 10.5'x16'                                                                                                                                       |                       |
| 15  | Water Tower                                                                                                                                                    |                       |
| 16  | Wash House (laundry facilities) - 16'x16'<br>(Proposed demolition; to be incorporated into new kitchen)                                                        |                       |
| 16a | Proposed electrical panels- Approx. 8'x8'                                                                                                                      |                       |
| 17  | Shower House - (10'x20')+(3'x4')                                                                                                                               |                       |
| 18  | JWP - Directors Cabin - 26'x34'                                                                                                                                |                       |
| 18a | ATV storage - Open 10'x12'                                                                                                                                     |                       |
| 19  | Malcolm Thomas- 18'x32'                                                                                                                                        |                       |
| 20  | Maki House II - 20'x20'                                                                                                                                        |                       |
| 21  | The Burrow - 12'x8'                                                                                                                                            |                       |
| 22  | Charles Paradis- 16'x16'                                                                                                                                       |                       |
| 23  | Staff House - 24'x20'                                                                                                                                          |                       |
| 24  | ATV Shed - Open 20' x 15'                                                                                                                                      |                       |
| 25  | Log Cabin- (16.5'x32')+(13'x28')+(8'x13')                                                                                                                      |                       |
| 26  | North of the Wall - 12'x8'                                                                                                                                     |                       |
| 27  | Wood Shed - Open 12.5'x14.5'                                                                                                                                   |                       |
| 28  | Le Quai - 16'x16'                                                                                                                                              |                       |
| 29  | A-Frame - Previous location                                                                                                                                    |                       |
| 30  | Pagel's Palace (Trip Director's Cabin) - 10'x16'                                                                                                               |                       |
| 31  | Toad Hall - 8'x8'                                                                                                                                              |                       |
| 32  | The Shire - 8'x8'                                                                                                                                              |                       |
| 33  | Rivendell - 8'x8'                                                                                                                                              |                       |
| 34  | Hidden Hollow - 8'x8'                                                                                                                                          |                       |
| 35  | Sangego - (20'x48')+(18.5'x18.5' open)+(21'x6' stairs)                                                                                                         |                       |
| 36  | Tent Drying Rack - Open 12'x15'                                                                                                                                |                       |
| 37  | The Stables (Staff Storage) - 12'x11'                                                                                                                          |                       |
| 38  | Dick Twain - (20'x48')+(14'x16')                                                                                                                               |                       |
| 39  | Canvas Canoe Shed - Open 16.5'x21'                                                                                                                             |                       |
| 40  | Commanda Dry Docks- (16'x32')+(24.5'x16' open)+(24'x12' open)                                                                                                  |                       |
| 41  | North Wing - 8'x8'                                                                                                                                             |                       |
| 42  | Red Squirrel- (20.5'x28.5')+(4'x8')                                                                                                                            |                       |
| 43  | Hospital (1890's) - (34'x18')+(6'x8.5')                                                                                                                        |                       |
| 44  | Sauna- 16'x12'                                                                                                                                                 |                       |
| 45  | Post Office (Activity Centre)- 36'x48'                                                                                                                         |                       |
| 46  | Arts and Craft Tent (Building not tent) - (16'x30')+(10'x16.5')                                                                                                |                       |
| 47  | Mountain View - 8'x8'                                                                                                                                          |                       |
| 48  | Shingoose (1931) - 30.5'x21'                                                                                                                                   |                       |
| 49  | Tresspassers X - (16'x33')+(7'x14.5')                                                                                                                          |                       |
| 50  | Ice House (1890's) - historical facade only                                                                                                                    | SPC-18-10 - C         |

SPC-18-10 - Camp Wanapitei Amends SPC-15-03 Page 5 of 5



**CAMP WANAPITEI**  
Sandy Inlet, Temagami, Ontario  
HS - 2020, Township of Aston, District of Nipissing  
Civic Address: 2845 Red Squirrel Road

Produced: June 28, 2018  
Drawn By: Jacquelyn Hodgins

9/2/2008

THE CORPORATION OF THE  
MUNICIPALITY OF TEMAGAMI  
P.O. BOX 220  
TEMAGAMI, ONTARIO P0H 2H0  
(705) 569-3421  
FAX: (705) 569-2834  
E-MAIL: visit@temagami.ca  
WEBSITE: www.temagami.ca



**SITE PLAN CONTROL AGREEMENT NO. SPC-15-03**

**THIS AGREEMENT** made this 27 day of May, 2015

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI  
Box 220, Temagami, ON P0H 2H0**

(hereinafter called "*the Municipality*")

**OF THE FIRST PART**

- and -

**Camp Wanapitei Co-ed Camps Ltd.  
5 Wyndham St. North  
Guelph, Ontario  
N1H 4E2**

(hereinafter called "*the Owner*")

**OF THE SECOND PART**

**WHEREAS** The owner previously entered into a Site Plan Agreement SPC 10-24

**WHEREAS** The owner is desirous of amending the original site plan agreement for the purpose of exchanging the location of the Activity Center with the Craft Center as positioned on Site Plan Agreement SPC-10-24.

**WHEREAS** this amendment to the Site Plan Agreement supersedes all previous agreements.

**WHEREAS** The Owner has made application to the Municipality to develop and/or redevelop the lands and premises which are within a Site Plan Control Area, and are described as:

**Roll Number:** 4869 680 000 09000 0000

**Civic Address:** 2841 Red Squirrel Rd.

**Legal Description:** Aston PT SR LOC HS 2020 Lake Temagami 36R2749 Part 1 PCL 22871 NIP

**Zone:** TCYC – Tourist Commercial Youth Camp

**AND WHEREAS** the proposed development of the subject lands by the Owner is outlined on a site plan included as Schedule A, and forms part of this agreement;

**AND WHEREAS** the proposed development of the subject lands by the Owner is to be in accordance with the site plan control area requirements as set forth in By-law No. 07-728 passed pursuant to Section 41 of the Planning Act, RSO 1990, c. P.13 as amended;

**AND WHEREAS** the Parties hereto have agreed that the specific provisions as set forth herein shall be met by the Owner as a condition to the approval of the development of the lands;

**NOW THIS AGREEMENT WITNESSETH** that in accordance of the mutual covenants and conditions herein set forth, and the required payment by the owners to the Municipality, the receipt whereof is hereby acknowledged, the Parties do hereby covenant and agree as follows:

#### **1.0 GENERAL PROVISIONS**

- 1.1** All natural tree, shrub and ground cover shall be retained except where limited clearing is required to provide sites for buildings and structures, and walkways. Mature trees shall be retained on the property.
- 1.2** Exterior lighting on the property and on the buildings shall be designed to shine directly down so that there is no impact on the night sky.
- 1.3** Any infilling of low areas and other site alterations shall require that a stormwater management study be completed prior to infilling. A copy of the study shall be given to the Municipality prior to commencement of infilling.
- 1.4** Within the 15m setback, inland, shown as a proposed vegetative buffer on Schedule B, disturbances in the natural vegetation adjacent to the shoreline of Lake Temagami shall be limited to the following:

Meandering pathways or access points to the shoreline constructed of permeable materials no wider than two (2.0) metres, pruning of trees for viewing and ventilation purposes. Ventilation clearing around buildings shall be limited to three (3.0) metres and viewing corridors shall be limited to six (6.0) metres, and the removal of trees for safety reasons.
- 1.5** The Owner is responsible to mitigate stormwater runoff during the construction stage to ensure there is no runoff into Lake Temagami.

- 1.6 Permission is given for the following construction as shown on Schedule B subject to Ontario Building Code Requirements, and Province of Ontario.

(1) To change the location of two buildings shown on the original site plan. The Activity Center will now be located where the Crafts building was proposed and the Craft building will be located where the Activity Center was originally proposed.

## **2. AGREEMENT REGISTRATION**

- 2.1 This Agreement or any notice of this Agreement shall be registered against the subject lands at the expense of the Owner. The Municipality shall enforce the provisions hereof against the Owner and any and all subsequent owners of the subject lands. The Owner agrees that de-registration of this agreement shall not be permitted without the written consent of the Municipality.
- 2.2 The Parties agree that this Agreement shall be registered by the Municipality against the Owner's lands within thirty (30) days of the execution thereof, at the Owner's expense.

## **3. SCHEDULES AND REQUIREMENTS**

The following schedules form part of this agreement:  
Schedule A - Site Plan Drawing

## **4. BUILDING PERMITS**

- 4.1 Building permits shall not be issued for development on the lands described in Schedule A attached hereto, until this Agreement has been signed by all Parties. The Site Plan Agreement will be registered on title by the Municipality and a registered copy of the Agreement will be provided to the owner and the Municipality.

## **5.0 ENFORCEMENT**

- 5.1 The Owner agrees to carry out the works described herein materially according to the provisions of this Agreement. In the event that the Owner deviates from said provisions, in addition to any other remedy, the Owner hereby authorizes the Municipality, its officers, servants, agents and employees to enter on the subject lands and to correct the deviation at the Owner's expense and to add the cost thereof to the Collector's Roll for the said lands and to collect the said costs, with interest in like manner as municipal taxes.
- 5.2 The parties acknowledge the provisions of Section 67 of the Planning Act R.S.O. 1990 c. P.13 as amended, which provides that persons who contravene Section 41 of the Planning Act are liable on a first conviction to a fine of not more than \$25,000 and on a subsequent conviction of not more than \$10,000 for each day or part thereof upon which the contravention has continued after the day on which the person was first convicted.


**6.0 AMENDMENT, EFFECT AND NOTICE**

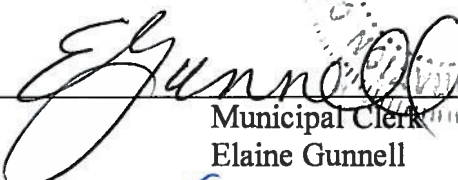
- 6.1 This Agreement shall only be amended or varied by a written document of equal formality herewith duly executed by the Parties and registered against the title to the subject lands.
- 6.2 The Agreement shall come into effect on the date of execution by the Parties.


Any notice required to be given pursuant to the terms of this Agreement shall be in writing and mailed or delivered to the current address of the other Party.

**WITNESS** the signature and seal of the parties hereto.

THE CORPORATION OF THE  
MUNICIPALITY OF TEMAGAMI

  
\_\_\_\_\_  
Mayor  
Lorie Hunter

  
\_\_\_\_\_  
Municipal Clerk  
Elaine Gunnell

  
\_\_\_\_\_  
Edward (Ted) Moores

  
\_\_\_\_\_  
Witness

**FACSIMILE:**

*Either party may execute this Site Plan Control Agreement by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that this Site Plan Control Agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.*



# Schedule A

