

SITE PLAN CONTROL APPLICATION FORM

This form is designed for Site Plan Applications, Removal of Holding 'H' Symbols and Requests for Condominium Exemption Applications. If applying for more than one at a time, please note they are separate processes under the Planning and Condominium Acts.

FOR OFFICE USE ONLY

File No(s). _____ Date Received: _____

| Fees | Amount |
|--|--|
| Pre-Consultation Fee ¹ | \$500.00 |
| Advertising Fee | \$100.00 |
| Public Notice - Sign Fee | Not included. Responsibility of applicant ² |
| Site Plan Control Application - Minor ³ | \$4,150.00 |
| Site Plan Control Application - Major | \$5,500.00 |
| Site Plan Control Amendment Application | \$4,150.00 |
| Removing 'H' Symbol | \$1,107.00 ⁴ |
| Condominium Exemption Request | \$2,400.00 |
| Staff and/or Peer Reviews (if applicable) | \$1,020.00 + Peer Review Costs + HST |
| Legal Fees (if applicable) | At Cost + HST |
| Off-Site Servicing Agreement | Cost Recovery |
| Agreement Deposit | \$2,000.00 |
| Total Due: | |

1. Pre-consultation fee for Site Plan Control Application will be deducted from the Application Fee if an application is received within one (1) year of the Pre-Consultation meeting date.

2. Creation and posting of property signs advising of active applications, as outlined in the *Planning Act*, are the responsibility of the applicant. The Municipality can provide specifications for signs to meet municipal requirements.

3. Minor Site Plan: the redevelopment of existing buildings to add 50 per cent or less of the existing gross floor area, expanding existing parking lots to increase the number of spaces by no more than 50 percent, low density residential development, with 5 units or less; or residential development associated with blocks on an approved plan of subdivision or plan of condominium; or new commercial and industrial developments that do not exceed a gross floor area of 200 square metres (2152 square feet). Director of Development Services has final determination.

4. For Removal of 'H' applications only: "Public notice - sign fee" is included in application fee.

NOTE: External agencies may also bill for their services.

Please check which Application(s) you are applying for:

- Site Plan Agreement
- Removal of Holding 'H' Symbol
- Request for Condominium Exemption

PLEASE INCLUDE: a current Parcel Register (PIN Page) for the subject property with the application.

PLEASE NOTE: if any of the requested information is found to be missing and required for processing, the application may be deemed to be incomplete and will be returned to the Applicant, or their Agent, without any further processing by The County until resubmitted as a complete application. The application form, site plan drawings, processing fees and any required studies, constitute part of a complete application.

PLEASE TYPE OR PRINT CLEARLY

1.a) **Registered Owner's Name and Address:**

Name: _____

Address: _____

Postal Code: _____ Phone No. _____ Fax No. _____

Email Address: _____ Cell Phone No. _____

b) **Registered Mortgagee's Name and Address (if applicable):**

Name: _____

Address: _____

Postal Code: _____ Phone No. _____ Fax No. _____

Email Address: _____ Cell Phone No. _____

c) **Agent's Name and Address (if applicable):**

Name: _____
Address: _____
Postal Code: _____ Phone No. _____ Fax No. _____
Email Address: _____ Cell Phone No. _____

2. **Legal Description of Property & Civic Address within the County of Prince Edward**

Civic Address (911 Street No.) _____
Ward: _____ Assessment Roll No.: _____
Lot: _____ Concession: _____
Registered Plan No.: _____ Lot/Block: _____
(if applicable)
Reference Plan No.: _____ Part No: _____
(if applicable)

3. Total Lot Area of Subject Land _____ Total Lot Frontage of Subject Land _____

4. What is the Official Plan designation(s) of the subject land? _____

5. What is the Zoning of the subject land? _____

6. What is the Existing Use of subject lands? _____

7. What is the Proposed Use of subject lands? _____

8. **Site Statistics as Proposed:**

Lot Coverage (%): _____
Number of Dwelling Units (if applicable): _____
Landscaped Open Space Area (%): _____
Number of Parking Spaces: _____
Number of Barrier-Free (Handicap) Parking Spaces: _____
Number of Loading Spaces: _____
Height of Proposed Building(s) or Structure(s): _____

9. Are the subject lands presently the subject of any other applications under the *Planning Act* (e.g. Official Plan Amendment, Consent, Rezoning, Minor Variance, or Plan of Subdivision?)

Yes () No ()

If you checked Yes, please state the file number(s) of the application(s) and their status:

10. Is the proposed use/building or structure presently the subject of a Building Permit (or Conditional Building Permit) application(s)?

Yes () No ()

If you checked Yes, please state the status of the application(s):

11. *Additional information* can be provided below or as an attachment. (*Additional Information* may include background information, photographs and/or supporting studies that may assist in the processing of this application, such as Stormwater Management Reports, Traffic Impact Studies, Engineering/Service Reports, EIS, Hydrogeological Studies, etc.)

14. **Declaration:**

NOTE: This must be completed by the Owner(s). If more than one Owner is listed in item #1 of this application, then all owners must sign this application form and the affidavit section in the presence of the Commissioner of Oaths.

I (We), _____ of the _____ of _____ in the County / Region of _____ solemnly declare that all of the statements contained in this application for (*property description*) _____ and all the supporting documents are true, and I (we), make this solemn declaration conscientiously believing it to be true and complete, and knowing that it is of the same force and effect as if made under oath, by virtue of the *CANADA EVIDENCE ACT*.

DECLARED before me at the

_____ of _____ Owner/Applicant
in the _____
of _____ Owner/Applicant
this _____ day of _____ 20_____.

Commissioner of Oaths Printed Commissioner's Name/Stamp

OWNER'S AUTHORIZATION IF THE OWNER IS USING AN AGENT FOR REPRESENTATION

I (We), _____ of _____ the _____ of _____ in the County/Region of _____ solemnly declare that (*agent's name*) _____ is authorized to submit an application for the lands that I/We own, located in (*property description*) _____ and to act as our agent in the completion of the matters related to the processing thereof.

DECLARED before me at the

_____ of _____ Owner/Applicant
in the _____
of _____ Owner/Applicant
this _____ day of _____ 20_____.

Commissioner of Oaths Printed Commissioner's Name/Stamp

15. CONSENT OF THE OWNER TO THE USE AND DISCLOSURE OF PERSONAL INFORMATION

NOTE: If more than one owner is listed in item #1 of this application, then all owners must sign this section.

I, _____, am the owner of the land that is the subject of this application for site plan application, removal of holding 'H' symbol and/or requests for condominium exemption 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, including any agent herein assigned by me, of any personal information that is collected under the authority of the Planning Act for the purposes of processing this application.

Date

Signature of Owner

Date

Signature of Owner

16. CONSENT OF THE OWNER(S) TO PERMIT THE ENTRY ONTO LANDS BY PLANNING OFFICIALS

NOTE: If more than one owner is listed in item #1 of this application, then all owners must sign this section.

I, _____, am the owner of the land that is the subject of this application for site plan application, removal of holding 'H' symbol and/or requests for condominium exemption and give permission to allow the Municipality, its employees and agents to enter upon the subject land for the purpose of conducting a site inspection that may be necessary to process this application.

Date

Signature of Owner

Date

Signature of Owner

Personal information on this form is collected under the Planning Act and Condominium Act for the purpose of processing a site plan application, removal of holding 'H' symbol and/or requests for condominium exemption applications. All information on this form is considered to be part of the public record. Questions related to the collection of this information should be referred to the Clerk for The Corporation of the County of Prince Edward at 613.476.2148.

Cost Acknowledgement Agreement

THIS AGREEMENT made in duplicate this day of , 20_____

BETWEEN:

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD

(hereinafter called the “Municipality”)

PARTY OF THE FIRST PART

-AND -

(hereinafter called the “Owner”)

PARTY OF THE SECOND PART

WHEREAS the Owner proposes to amend the Municipality’s Official Plan, amend or vary the Municipality’s Zoning By-law, seek site plan approval and/or to sever and/or subdivide certain lands in the Municipality (herein referred to as “the Application(s)”);

AND WHEREAS the Municipality may incur expenses for services or activities which are not covered by the initial fee for the basic processing of the Application(s) as described on Schedule “A” hereto;

AND WHEREAS the Municipality has authorized the entering into of this Agreement by By-law 2817-2011 being a by-law to establish a tariff of fees for the processing of applications made in respect of planning matters pursuant to Section 69 of the *Planning Act*, as amended;

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, the parties hereto agree as follows:

1. In consideration of the other provisions of this Agreement, the Commissioner of Planning for the Municipality shall instruct such of the Municipality’s staff, solicitor, planning, engineering and other consultants as the Commissioner of Planning deems necessary or advisable to:
 - (a) review on behalf of the Municipality the Application(s) and to undertake such studies, investigations, analysis, research as may be reasonably necessary to properly advise the Municipality, including, without limitation, the provision of written reports and opinions; and
 - (b) provide representation/appearances at any and all meetings and/or proceedings relating to the Application(s).
2.
 - (a) The Owner hereby covenants and agrees to reimburse the Municipality forthwith on demand for all expenses whatsoever incurred by the Municipality relating to or arising out of the Application(s).
 - (b) In this Agreement, the word “expenses” includes:
 - (i) fees, costs, expenses, and disbursements incurred by or on behalf of the Municipality for services or activities related to or arising out of the Application(s) but not described in Schedule “A” hereto, including but not limited to fees, costs, expenses, and disbursements for items such as: additional public meetings, notices of public meetings, external agency fees, extensions or amendments to Application(s), plans or the conditions of approval, peer reviews, additional studies and/or evaluations, site inspections, meetings, and all attendances and preparation related to any and all appeal(s) to any tribunal and/or court , including without limitation all legal and consultant fees and disbursements.

- (c) For purposes of this Agreement, the Owner acknowledges and agrees that the “processing” of the Application(s) includes any additional public meetings, notices of public meetings, extensions or amendments to Application(s), plans or the conditions of approval, peer reviews, additional studies and/or evaluations, site inspections, meetings, and all representation, attendances and preparation related to any and all appeal(s) to any tribunal and/or court.
3. The Owner hereby agrees to deposit with the Municipality, at the time of signing this Agreement, a certified cheque in the amount of \$ payable to the Municipality as an advance on all expenses that may be incurred by the Municipality. The said sum of \$ shall hereinafter be referred to as the "Deposit". As accounts, invoices, statements, etc. are received by the Municipality, they shall be paid by the Municipality and the Municipality shall be entitled to deduct the amounts so paid from the Deposit. The Municipality shall then submit to the Owner a statement of all monies paid and the Owner shall pay to the Municipality forthwith a sufficient sum to reinstate the Deposit to the initial sum of \$ in order that the full sum of \$ is available for subsequent accounts, statements, invoices, etc. Neither the Deposit nor anything in this Agreement shall limit or be deemed to limit the obligation of the Owner to reimburse the Municipality in full for all expenses incurred by the Municipality.
 4. In the event that the Owner fails to reimburse the Municipality within thirty (30) days of demand so as to fully reinstate the Deposit as contemplated by this Agreement, the Municipality's Commissioner of Planning may, in his or her sole and absolute discretion, direct municipal staff, planner, solicitor, engineer and any other consultants to cease all work on or relating to the Application(s) and the Municipality shall be entitled to apply the balance of the Deposit towards all outstanding accounts.
 5. The Deposit or any portion thereof shall be retained by the Municipality until all accounts, statements, invoices, etc., submitted or to be submitted to the Municipality and relating to the Owner's Application(s) have been paid in full and all matters relating to the Owner's Application(s) have been completed. Upon completion or in the event the Owner indicates that it desires to cease all work relating to the Owner's Application(s), then the balance, if any, of the Deposit shall be returned by the Municipality to the Owner after the payment of all accounts, statements, invoices, etc., submitted or to be submitted to the Municipality and relating to the Owner's Application(s) have been paid in full.
 6. In the event that any matter relating to the Owner's Application(s) is appealed to the Ontario Municipal Board, other tribunal and/or Court, and the Municipality, in its sole and absolute discretion, determines it necessary or appropriate to attend at the hearing or proceeding to defend Council's decision [whether the decision is to support or refuse the Owner's Application(s)], then in such case the provisions of this Agreement shall also apply to all expenses incurred by the Municipality with respect to such hearing and/or proceeding, including without limitation, legal, planning and engineering costs and disbursements.
 7. Interest and municipal administrative fees shall be payable by the Owner to the Municipality on all sums of money payable by the Owner to the Municipality which are not paid in full within thirty (30) days of demand or otherwise satisfied from the Deposit, which interest and municipal administration fees shall be calculated from the date of such demand at the rate established from time to time by the Municipality for overdue accounts. Any and all expenses that may remain unpaid to the Municipality constitute a debt of the Owner to the Municipality. The Owner agrees that the Municipality in its sole and absolute discretion shall be entitled to add such expenses to the tax roll for the property of the Owner and collect them in the same manner as municipal taxes.
 8. The failure of the Municipality to insist on strict performance of any of the terms, provisions, covenants or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Municipality may have, and shall not be deemed to be a waiver of any subsequent breach or default of the terms, provisions, covenants and obligations herein contained.
 9. The Owner shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this clause may be pleaded as an estoppel against the Owner in any such proceedings.

10. This Agreement shall not be construed as acceptance or approval by the Municipality of the Application(s).

11. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested to by the hands of their proper officers authorized in that behalf.

SIGNED, SEALED AND DELIVERED

In the presence of:

) THE CORPORATION OF THE
) COUNTY OF PRINCE EDWARD
)
)
)
) _____
) PER:
)
)
) NAME OF OWNER
)
)
) _____
) PER:
)
)
) NAME OF OWNER
)
)
) _____
) PER:

Schedule 'A' to Cost Acknowledgement Agreement

Basic Processing Of Application(s)

File Intake and Acceptance:

- initial acceptance and review of application for completeness, consistency, conformity, and technical correctness

Reporting and Review:

- agency circulation and consultation (1)
- correspondence related to consultation
- site plan reviews (2) – initial plan plus 1 revised plan
- site plan agreement review (1) – after initial agreement preparation

Documents:

- preparation of one report (including mapping) and consultation with Owner, municipal departments, and any other party necessary respecting the Application(s) and any associated conditions
- notice of decision
- administration and notice (including draft official plan amendment and zoning by-law amendment document)

Meetings:

- preparation for and attendance of one (1) public meeting
- preparation of initial notices of public meetings
- presentation and discussion at Committee/Council
- internal meetings and consultation
- consultation prior to municipal decision

Other Expenses:

- one site inspection by a development planner
- general inquiries

Final Approval:

- clearance administration
- final review, signing, and registration

Administration:

- general administration
- postage (two (2) agency circulations), courier/fax

Development Services - Site Plan Control Checklist

To assist applicants in applying for a site plan review or site plan agreement the following Checklist is provided as a guide. Before submitting an application for site plan approval, please make sure that all applicable questions on this Checklist are “Included” on the submitted site plan drawings.

Please note: If any of the requested information is found to be missing and required for processing, the application may be deemed to be incomplete and will not be processed. The application form, site plan drawings, processing fees and any required studies, constitute part of the complete application.

Please note: All of the County’s legal costs related to preparation of a Site Plan Agreement shall be paid by the applicant.

In general, the Site Plan Control Application Drawing Set shall include a minimum of nine (9) pages detailing the required elements as noted on Schedule ‘B’ attached. By providing this level of information and keeping it separate and organized as outlined in the schedule, will greatly assist staff in their review of your application which will translate into fewer revisions and quicker processing times. Smaller projects on small sites may be able to consolidate some of the noted drawings, but applicants are advised to confirm this prior to submission.

Checklist:

1. Are all sections of the site plan control application form filled in? []
2. Have five (5) folded hard copies of the full sized Site Plan Control Application drawing sets been provided (8 copies if property fronts onto a Provincial Highway)? []
3. Have six (6) reduced hard copies of Site Plan Control Application drawing sets (11" x 17") been provided? []
4. Has an electronic version of the Site Plan Control Application drawing set been provided? []
5. Has a copy of the legal survey, prepared by an O.L.S., been provided? []
6. Has a copy of the current Parcel Register (PIN Page) for the subject property been provided? []
7. Does the location of the new building(s) comply with the Minimum Distance Separation (MDS) Formulae (*you may wish to discuss with planning staff*)? []
8. Has one (1) copy of your Works Costs Estimate been provided? []
9. Has a copy of any necessary documents/permits from, but not limited to, the Ministry of the Environment, Ministry of Transportation, Ministry of Culture and/or Ministry of Natural Resources been provided? []

SCHEDULE 'B' - to the Site Plan Control Checklist

LIST OF REQUIRED DRAWINGS

| Drawing No. | Drawing Name | Elements to be Shown on Drawing |
|--------------------|---------------------------------|---|
| SPCA-1 | Existing Site Plan | <ol style="list-style-type: none"> 1. North Arrow 2. Key Map 3. Scale 4. Property Lines 5. Easements, if any 6. Existing Servicing; water, sewer, storm, hydro, gas, communications). 7. Existing Structures 8. Existing Entrances 9. Existing <u>natural features</u> such as trees, water courses, drainage ditches, etc. |
| SPCA-2 | Demolition Plan | <ol style="list-style-type: none"> 1. Show all work that will see the removal or decommissioning of any existing feature. |
| SPCA-3 | Proposed Overall Site Plan | <ol style="list-style-type: none"> 1. North Arrow 2. Key Map 3. Scale 4. Title block showing the name of the firm or person who prepared the plan and date when plan was prepared/revised. 5. Property Lines. 6. Setbacks from lot lines and between buildings/structures. 7. Site Statistics to confirm compliance with zone requirements such as: gross commercial/residential floor area; parking (including barrier free parking), loading; % of lot coverage; and % of landscaped/open space. 8. Building footprint(s) with dimensions. 9. Points of ingress and egress to the subject property from adjoining streets with dimensioned length, width and radii with proposed surface treatment type. 10. Parking lots with dimensioned lengths and widths and indications of the size of each individual parking space and the total number of parking spaces provided with proposed surface treatment type. 11. Sidewalks, walkways and curbs with dimensioned lengths and widths with proposed surface treatment type. 12. Internal driveways with dimensioned lengths and widths with proposed surface treatment type. 13. Fire routes (if applicable) with dimensioned widths and radii including all necessary signage and surface demarcation (<i>you may discuss with Fire Chief</i>). 14. Location of all existing and proposed fire hydrants on or near the subject property with dimension to critical points on building. 15. Proposed & existing fences, including height and construction material. 16. Location of garbage collection and/or storage areas. |
| SPCA-4 | Proposed Grading Plan | <ol style="list-style-type: none"> 1. Illustrate all surface features (without dimensions) with existing and proposed elevations. 2. Show flow arrows to indicate direction of surface water flow. |
| SPCA-5 | Proposed Site Servicing Plan | <ol style="list-style-type: none"> 1. Water supply, sanitary sewer, storm sewer including manholes and catch basins, electrical service (and transformers, if required) and communications. 2. Include separate details page as necessary (SPCA-5b). |
| SPCA-6 | Proposed Landscaping Plan | <ol style="list-style-type: none"> 1. Show all proposed landscape features such as plantings, beds, retaining structures and surface types. |
| SPCA-7 | Proposed Exterior Lighting Plan | <ol style="list-style-type: none"> 1. Show with light intensity distribution expressed in lumens. |
| SPCA-8 | Proposed Signage Plan | <ol style="list-style-type: none"> 1. Include all proposed signage on site and building, including pavement markings, signage details and type of illumination proposed. |
| SPCA-9 | Proposed Building Elevations | <ol style="list-style-type: none"> 1. Include all faces of proposed building(s) in sufficient detail. |