

<b>FOR OFFICE USE ONLY</b>				
Consent File No(s). _____		Zoning File No. _____		
	One New Lot	Two New Lots	Technical Consent	Rezoning
Consent	\$1,734.00	\$3,468.00	\$1,581.00	N/A
Septic	\$100.00*	\$200.00*	N/A	N/A
Rezoning	\$2,142.00	\$2,142.00	\$2,142.00*	\$2,142.00
Refund for Combined Applications	-\$200.00	-200.00	-200.00*	
Fees	\$3,776.00	\$5,610.00	\$3,523.00	\$2,142.00
Agreement Deposit	\$2,000.00	\$2,000.00	\$1,000.00 **	\$2,000.00
<b>Total Due:</b>	<b>\$5,776.00</b>	<b>\$7,610.00</b>	<b>\$4,523.00</b> <small>(add \$1000.00 if rezoning required)</small>	<b>\$4,142.00</b>

\* if required  
\*\* \$2,000.00 if rezoning is required

### Consent and/or Rezoning Application Form

This form is designed for Consent Applications and Rezoning Applications. If applying for both, please note they are two separate processes under the Planning Act.

*Please check which Application you are applying for:*

Consent only

Rezoning only

(Complete pages 1-6, 8 -13)

(Complete pages 1-5, 7-13)

Both Consent & Rezoning  (Complete entire application)

### GENERAL INFORMATION

1.a) **Registered Property Owner:**

Name: Fernbridge Investments Ltd. & Long Arrow Investments Ltd.

Address: c/o Greg Parker, Baldwin Law, 54 Victoria Avenue, Belleville, Ontario

Postal Code: K8N 1P1 Phone No. 613-771-9991 Fax No. \_\_\_\_\_

E-mail Address: gparker@baldwinlaw.ca Cell Phone No. \_\_\_\_\_

1.b) **Agent: (if applicable)**

Name: RFA Planning Consultant Inc. (c/o Shawn Legere, MCIP, RPP)

Address: 202-211 Dundas Street East, Belleville, Ontario

Postal Code: K8N 1E2 Phone No.: 613-966-9070 Fax No.: \_\_\_\_\_

E-mail Address: shawn@rfaplanningconsultant.ca Cell Phone No.: \_\_\_\_\_

Please specify who should be contacted if more information is needed. (✓)

Owner ( ) Agent ( ✓ )

Please specify who should be contacted to post the identification card. (✓)

Owner ( ) Agent ( ✓ )

2. **Location of Property:**

Civic Address (911 Street Number): \_\_\_\_\_ County Road 28 (vacant)

Ward: Ward 4 - Ameliasburg Assessment Roll No. 135032801508600

Lot: Part of Lot 61 Concession: 1

Registered Plan No.: \_\_\_\_\_ Lot/Block: \_\_\_\_\_

Reference Plan No.: 47R-7790 Part No.: 2

3. Total Lot Area of Subject Land 4.87 hectares
- Total Lot Frontage of Subject Land 21.64 metres
4. What is the existing Official Plan designation(s) of the subject land? (Proposed **Severed & Retained**)  
Neighbourhood Development Area; Environmental Protection Area
5. What is the Zoning of the subject land?  
Hamlet Residential (HR-H) Holding Zone;  
 Environmental Protection - Provincially Significant Wetland (EP-W) Zone
6. Are there any existing buildings or structures on the subject land?  
 Yes [ ] No [✓] **\*\*If Yes Answer Question No. 7**
7. For each existing building or structure (including houses, barns, sheds, etc.) on the subject lands please provide the following information:

	Description of Buildings/Structures on Subject Lands		
	Building No. 1	Building No. 2	Building No. 3
Type of Building/Structure			
Dimensions of Building (gross floor area)			
Floor Area of each use, if more than one use			
Height of Building			
# of Parking and/or Loading spaces provided			
Date of Building construction			

8. **TYPE OF ACCESS** (please provide name of highway, road, etc.)  
 Provincial Highway \_\_\_\_\_  
 County Road (Specify Number) 28  
 Municipal Road (maintained year round) \_\_\_\_\_  
 Municipal Road (seasonally maintained) \_\_\_\_\_
- Private Right-of-Way or Road \_\_\_\_\_  
 \*\*Water Access Only \_\_\_\_\_  
 \*\* Specify what boat docking and parking facilities are available on the mainland for lots with water access.

9. **TYPE OF WATER SUPPLY** (please check appropriate box)
- |   | Existing                 | Proposed                            |
|---|--------------------------|-------------------------------------|
| Municipally owned and operated piped water system | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Dug or Blasted Well                               | <input type="checkbox"/> | <input type="checkbox"/>            |
| Drilled Well                                      | <input type="checkbox"/> | <input type="checkbox"/>            |
| Shore Well  | <input type="checkbox"/> | <input type="checkbox"/>            |
| Other (Please Specify)                            | <input type="checkbox"/> | <input type="checkbox"/>            |

10. **TYPE OF SEWAGE DISPOSAL** (please check appropriate box)
- |   | Existing                 | Proposed                            |
|---|--------------------------|-------------------------------------|
| Municipally owned and operated sanitary sewers                | <input type="checkbox"/> | <input type="checkbox"/>            |
| Septic System (specify whether <u>individual</u> or communal) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Other (Please Specify)  | <input type="checkbox"/> | <input type="checkbox"/>            |

11. LAND USE FEATURES ON OR ADJACENT TO THE SUBJECT PROPERTY

Please check ( <input type="checkbox"/> ) the appropriate box	On Subject Property		Within 500 metres of Property	
	Yes	No	Yes	No
Active Landfill Site		✓		✓
Closed Landfill Site		✓		✓
Agricultural (e.g. barn, livestock, etc.) (If yes, please complete page 5)		✓		✓
Flood Plain	✓		✓	
Aggregate Extraction Operation		✓		✓
Rail Line Right-of-way		✓		✓
Provincial Park		✓		✓
Provincially Significant Wetland on or within 40 metres of the subject property	✓		✓	
A Previous Industrial use, Orchard or Contaminated Site		✓		✓
Utility Corridor, electricity generating station, transformer (etc.), natural gas pipeline		✓		✓
Known Cultural Heritage or Archaeological sites		✓		✓
Public Sewer or Water facility		✓		✓

12. Are the subject lands presently the subject of any other applications under the Planning Act (e.g. Official Plan Amendment, Consent, Minor Variance, Approval of a Plan of Subdivision?)

Yes (✓)      No ( )

***If you checked Yes, please state the file numbers of the applications and their status:***

Applications for Plan of Subdivision and to Amend Official Plan filed concurrently.

13. Indicate that the application for an amendment to the zoning by-law is consistent with Policy Statements issued under subsection 3(1) of the Planning Act. Please attach separate statement to this application, if necessary:

The proposed zoning by-law amendment is consistent with the Provincial Policy Statement. Please refer to the Planning Justification Report prepared by RFA Planning Consultant Inc.

14. The current designation of the subject lands in the Prince Edward County Official Plan and an explanation of how the application conforms to the Official Plan (provide a written opinion from a registered Planner MCIPP, RPP). Please attach separate statement to this application, if necessary:

The rezoning conforms to the applicable policies of the Rossmore Urban Centre Secondary Plan. Please refer to the Planning Justification Report prepared by RFA Planning Consultant Inc.

**REZONING INFORMATION (if applicable)**

1. The Undersigned hereby applies to the Corporation of the County of Prince Edward for an amendment to By-law No. 1816-2006 for the County of Prince Edward, as amended, in respect to the lands hereinafter described.

2. Give a detailed description of the use(s) proposed for the subject property.

A Plan of Subdivision is proposed for 11 new hamlet residential units.

3. When were the subject lands purchased by the current owner? 2006

4. How long have the existing uses been carried on for? Decades.

5. Are any buildings/structures proposed to be built on the subject lands?  
**Yes [] No [] \*\*If Yes Answer Question No. 6.**

6. For each proposed building or structure on the subject lands please provide the following information.

	Description of Proposed Buildings/Structures on Subject Lands (if known)	
	Building No. 1	Building No. 2
Type of Building/Structure (e.g. Single family dwelling, barn)	Unknown at this time.	
Dimensions of Building (gross floor area)		
Floor Area of each use, if more than one use		
Height of Building		
# of Parking and/or Loading spaces provided		

7. Have the subject lands ever been the subject of a rezoning application under Section 34 of the *Planning Act* or a Site Plan Control Approval application under Section 41 of the *Planning Act*, as amended? Yes (  ) No (  )

Is the property subject to a Site Plan Control or Subdivision Agreement?  
 Yes (  ) No (  )

If you checked Yes, please state the file numbers of the applications:

8. Please provide any other planning information or justification that you think may be useful to the County of Prince Edward Planning Committee, or to any person/agency who may be reviewing this application. If you require more space, please attach a separate written page(s) to your completed application. **(If you have completed No. 8 on the Consent page, proceed to the next section).**

Technical studies prepared in support:

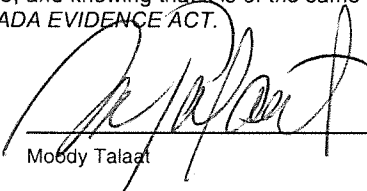
- Planning Justification Report prepared by RFA Planning Consultant Inc.;
- Geotechnical and Servicing Investigation prepared by The Greer Galloway Group;
- Preliminary Stormwater Management Report prepared by The Greer Galloway Group;
- Neighbourhood Development Area Preliminary Stormwater Management Brief prepared by The Greer Galloway Group;
- Traffic Impact Study prepared by The Greer Galloway Group;
- Environmental Impact Study prepared by Cambium Inc.

**DECLARATION**

**NOTE: 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.**

Moody Talaat, Authorized signing officer for Fernbridge Investments Inc and Long Arrow Investments Inc.  
I, (We), \_\_\_\_\_ of the \_\_\_\_\_  
City of Toronto in the County / Region of \_\_\_\_\_  
solemnly declare that all of the statements contained in this application for consent and/or rezoning for (property description) Part of Lot 61, Concession 1 \_\_\_\_\_ 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 \_\_\_\_\_  
City of Toronto  
in the \_\_\_\_\_  
of \_\_\_\_\_  
this 27 day of November 20 20

  
\_\_\_\_\_  
Moody Talaat

\_\_\_\_\_  
Owner/Applicant

\_\_\_\_\_  
Owner/Applicant\*

\_\_\_\_\_  
Owner/Applicant\*

  
\_\_\_\_\_  
Commissioner of Oaths  
MECHELE SANTAROSSA BARRISTER + SOLICITOR.

Commissioner's Stamp

\* When applying for a lot addition, signatures of the owner(s) of the benefiting property are required in addition to that of the subject property.


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

Moody Talaat, Authorized signing officer for Fernbridge Investments Inc and Long Arrow Investments Inc.  
I, (We), \_\_\_\_\_ of the \_\_\_\_\_  
City of Toronto in the County/Region of \_\_\_\_\_  
solemnly declare that RFA Planning Consultant Inc. is authorized to submit an application for consent and/or rezoning for the lands that I/We own, located in (property description) Part of Lot 61, Concession 1 \_\_\_\_\_ to act as our agent in the completion of the matters related to the processing thereof.

DECLARED before me at the \_\_\_\_\_  
City of Toronto  
in the \_\_\_\_\_  
of \_\_\_\_\_  
this 27 day of November 20 20

  
\_\_\_\_\_  
Moody Talaat

\_\_\_\_\_  
Owner/Applicant

  
\_\_\_\_\_  
Commissioner of Oaths  
MECHELE SANTAROSSA  
BARRISTER + SOLICITOR.

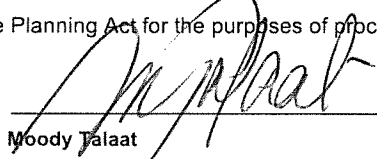
Commissioner's Stamp

**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 application form and the affidavit section.**

Moody Talaat, Authorized signing officer for Fernbridge Investments Inc and Long Arrow Investments Inc. am the owner of the land that is the subject of this application for consent and rezoning 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.

November 27, 2020  
Date

  
Moody Talaat

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner

**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 application form and the affidavit section.**

Moody Talaat, Authorized signing officer for Fernbridge Investments Inc and Long Arrow Investments Inc. am the owner of the land that is the subject of this application for consent and rezoning amendment 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.

November 27, 2020  
Date

  
Moody Talaat

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner

**Cost Acknowledgement Agreement**

THIS AGREEMENT made in duplicate this 27<sup>th</sup> day of November, 2020

BETWEEN:

**THE CORPORATION OF THE COUNTY OF PRINCE EDWARD**

(hereinafter called the "Municipality")

**PARTY OF THE FIRST PART**

- AND -

Fernbridge Investments Inc and Long Arrow Investments Inc.

(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 3903-2016 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.

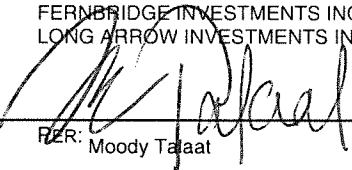
- (c) For purposes of this Agreement, the Owner acknowledges and agrees that the "processing" of the Application(s) includes any additional public meetings, notices of public meetings, extensions or amendments to Application(s), plans or the conditions of approval, peer reviews, additional studies and/or 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 \$ 2,000 payable to the Municipality as an advance on all expenses that may be incurred by the Municipality. The said sum of \$ 2,000 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 \$ 2,000 in order that the full sum of \$ 2,000 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:

  
MICHELLE SANTAROSA  
BARRISTER + SOLICITOR  
WITNESS TO SIGNATURE  
OF MOODY TALAAT

) THE CORPORATION OF THE  
) COUNTY OF PRINCE EDWARD  
)  
)  
)  
) \_\_\_\_\_  
) PER:  
)  
) FERNBRIDGE INVESTMENTS INC. AND  
) LONG ARROW INVESTMENTS INC.  
)  
)   
) \_\_\_\_\_  
) PER: Moody Talaat  
)  
)  
) 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