

**APPLICATION FORM
TO AMEND THE OFFICIAL PLAN
OF THE COUNTY OF PRINCE EDWARD PLANNING AREA**

Submit to:

In Person: County of Prince Edward
Planning Services
280 Main Street, Suite 201
Picton, Ontario K0K 2T0

By Mail: County of Prince Edward
Planning Services
332 Main Street
Picton, Ontario K0K 2T0

Phone: (613) 476-2148

Fax: (613) 471-2051

FOR OFFICE USE ONLY

Consent File No(s). _____ Application No. _____

Official Plan or Secondary Plan Amendment	\$4,386.00
Agreement Deposit	\$5,000.00

NOTE:

Failure to fully complete this form may result in it being returned to the applicant or delays in processing.

Please Type or Print Clearly:

1. **APPLICANT INFORMATION:**

Name of Owner(s): Fernbridge Investments Ltd. & Long Arrow Investments Ltd.

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

Postal Code: K8N 1P1 Telephone: (613) 771-9991

Name of Agent: RFA Planning Consultant Inc. c/o Shawn Legere, MCIP, RPP

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

Postal Code: K8N 1E2 Telephone: (613) 966-9070

2. **LOCATION AND DESCRIPTION OF PROPERTY TO BE REDESIGNATED:**

Municipality: Ward 4 - Ameliasburg

Concession: 1 Lot(s): Part of Lot 61 Reg. Plan: _____

Frontage: 71.0 (ft.) Area: 12.0 (sq. ft/acres)

Road Access: County Road 28

3. **EXISTING DESIGNATION:** Neighbourhood Development Area; Environmental Protection Area

PROPOSED DESIGNATION: Village Residential Area; Environmental Protection Area to remain

4. NATURE OF PROPOSED DEVELOPMENT:

If more than one building on the property exists or is proposed to be built, please identify each building on the site plan and provide the information for each building. (If more than one building, attach a separate sheet to this application).

BUILDING 1

Existing Use: Vacant land
 Proposed Use: A Plan of Subdivision is proposed for 11 new hamlet residential units.
 Ground Floor Area*: Unknown at this time.
 Gross Floor Area**: Unknown at this time.
 Building Height: Unknown at this time.

	<u>Existing No.</u>	<u>Proposed No.</u>
Parking Spaces:	<u>N/A</u>	<u>2 (minimum for each lot)</u>
Loading Spaces:	<u>N/A</u>	<u>None required.</u>

* Ground floor area means the area that the building occupies on the ground.
 ** Gross floor area means the sum of the area of each floor of the building counting each floor at or above ground level (not basement or cellar) based on the exterior dimensions of the building.

5. SERVICES:

	<u>Existing</u>	<u>Proposed</u>
Municipal Water & Sewers:	()	()
Municipal Water & Private Sewage Systems :	()	(✓)
Municipal Sewer & Well	()	()
Well & Private Sewage System	()	()
Other (Specify):	<u>_____</u>	

6. JUSTIFICATION:

Provide any justification or background information that you feel helps support your application. If a planning background study or servicing options investigation study or hydrogeological report has been prepared in support of this application, please indicate title and author of report and date prepared and attach **seven (7)** copies of each. How is the proposed compatible (i.e. property location and adjacent land uses)?

- Technical studies prepared in support:
- Planning Justification Report prepared by RFA Planning Consultant Inc. (November, 2020);
 - Geotechnical and Servicing Investigation prepared by The Greer Galloway Group (July, 2020);
 - Preliminary Stormwater Management Report prepared by The Greer Galloway Group (July, 2020);
 - NDA Preliminary Stormwater Management Brief prepared by The Greer Galloway Group (October, 2020);
 - Traffic Impact Study prepared by The Greer Galloway Group (July, 2020);
 - Environmental Impact Study prepared by Cambium Inc. (November, 2020).

Suitability of the site (i.e. physical characteristics such as topography, drainage, soil hydrogeology, wet areas).

Please see Geotechnical and Servicing Investigation prepared by The Greer Galloway Group dated July, 2020 and Planning Justification Report by RFA Planning Consultant Inc. dated November, 2020.

Additional Information/Background Studies

7. OTHER PLANNING APPLICATIONS:

Please indicate (x) if any of the following applications have been or are to be submitted to permit the proposed development. If "yes", please indicate if any application has been submitted for same.

	<u>Required</u>		<u>Submitted</u>	
	Yes	No	Yes	No
Zoning By-law	<u>✓</u>	<u> </u>	<u>✓</u>	<u> </u>
Plan of Subdivision/Condominium	<u>✓</u>	<u> </u>	<u>✓</u>	<u> </u>
Severance Application	<u> </u>	<u>✓</u>	<u> </u>	<u>✓</u>

Please state any File No(s). _____

8. SITE PLAN/CONCEPT PLAN:

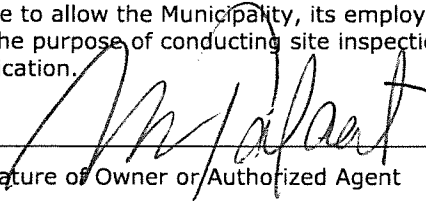
The applicant is required to attach to the application a "Site Plan" or "Concept Plan" to illustrate the proposed development on the property. If only part of the property is being redesignated, the site plan should also include all buildings on the remaining portion of the property. The Site Plan is a plan professionally drawn to scale which clearly identifies the following:

- a) Property boundaries and dimensions;
- b) Location and size of existing buildings on site with distance from all lot lines;
- c) Location and size of proposed buildings;
- d) Existing road allowances;
- e) Adjacent land use and buildings within 100 metres (328 feet);
- f) Vehicular access (existing and proposed);
- g) Location of parking and loading facilities to be provided;
- h) Natural features (e.g. mature trees, slopes, water courses, etc.);
- i) Landscaped areas and any buffering or screening strips;
- j) Services (e.g. well, septic system and related tile bed area);
- k) Scale of plan and north arrow.

A reduced copy of the site plan (8 ½ x 11 or 8 ½ x 14) shall also accompany the application.

9. DECLARATION:

I solemnly declare that all the statements contained in this application and all of the statements contained in all the exhibits transmitted herewith are true, and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of The Canada Evidence Act. I agree to allow the Municipality, its employees and agents to enter upon the subject lands for the purpose of conducting site inspection that may be necessary to process this application.




Signature of Owner or Authorized Agent

November 27, 2020

Date

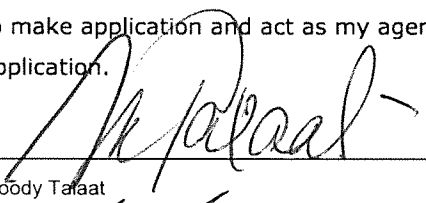
Note: If this application is signed by an agent, written authorization must accompany the application.



A Commissioner, Etc.
MICHELLE J. SANTAROSSA
BARRISTER + SOLICITOR

10. WRITTEN AUTHORIZATION:

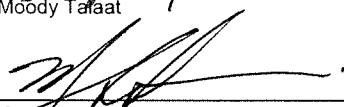
Moody Talaat, Authorized signing officer for Fernbridge Investments Inc and Long Arrow Investments Inc. I, _____, hereby authorize Shawn Legere, MCIP, RPP to make application and act as my agent for the purpose of the Official Plan Amendment application.



Moody Talaat

November 27, 2020

Date



Signature of Witness
MICHELLE J. SANTAROSSA
BARRISTER + SOLICITOR

November 27, 2020

Date

County of Prince Edward Planning and Building Services
Location: 280 Main Street, 2nd Floor
Mailing Address: 332 Main Street, Picton, Ontario, K0K 2T0

Personal information on this form is collected under the Planning Act for the purpose of processing an Official Plan application. **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 Commissioner of Planning (613-476-2148).

Cost Acknowledgement Agreement

THIS AGREEMENT made in duplicate this 27th day of November, 20 20

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 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.

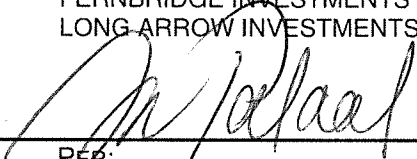
- (c) For purposes of this Agreement, the Owner acknowledges and agrees that the "processing" of the Application(s) includes any additional public meetings, notices of public meetings, extensions or amendments to Application(s), plans or the conditions of approval, peer reviews, additional studies and/or 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 \$ 5,000.00 payable to the Municipality as an advance on all expenses that may be incurred by the Municipality. The said sum of \$5,000 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 \$ 5,000.00 in order that the full sum of \$ 5,000.00 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:


 MECHELLE J. SANTAROSSA
 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:
)