

Date Received: Nov 15-19
Date Complete: _____
Project No.: 2019-060



CLEARVIEW

LARGE SCALE RENEWABLE ENERGY or TELECOMMUNICATIONS TOWER PROJECT APPLICATION FORM

1.0 OWNER & AGENT INFORMATION

Owner(s) Name: Garry Milne

Address: 7597 27/28 Nottawasaga Sideroad Clearview ON L0M 1H0
PO BOX Street Name & Number City Province Postal Code

Telephone: 705 446 5457

Mobile: _____

Email: _____

Agent Name & Firm: Bell Mobility c/o FONTUR International Inc. (Dylan Goldman)

Address: 70 East Beaver Creek Road, Unit 22, Richmond Hill, ON, L4B 3B2
PO BOX Street Name & Number City Province Postal Code

Telephone: 647-239-6755

Mobile: _____

Email: dylan.goldman@fonturinternational.com

Please submit a list as a separate appendix of any additional individuals or firms that will be working on this application (e.g., Planners, Engineers, Surveyors, Solicitors) if you wish.

1.1 The primary contact for all matters relating to this application (pick one): Owner Agent

2.0 APPLICATION TYPE & LOCATION DETAILS

2.1 Application Type:

- Wind Solar Bioenergy Other
 Major Telecommunications Tower Minor Telecommunications Tower

2.2 Subject Property

Legal Address:	PT n/12 LT 27 CON 8 NOTTAWASAGA PT 2 51R3288; CLEARVIEW		
Municipal Address:	7597 27/28 Sideroad, Clearview, ON		
Roll Number:		PIN:	582320005

2.3 Easements and Restrictive Covenants:

Are there any easements, restrictive covenants, right-of-ways, or other registered agreements affecting the subject property? Yes No

If you answered **yes** above, please provide a description of each and its purpose:

3.0 PROPOSAL DETAILS

3.1 Describe the capacity, height, and/or project size:

Proposed 70m Bell Mobility telecommunication tower to serve the Duntroon area of Clearview. This tower will improve the speed, reliability and quality of wireless service in Duntroon.

3.2 Current and Proposed Land Uses

Current uses:	Residential
Length of time the current uses have occurred on the subject lands:	29 years
Proposed uses:	No change

4.0 DETAILS OF THE SUBJECT LANDS

4.1 Frontage, Depth, and Area of the subject lands in metric units.

Frontage	1121m
Depth	296
Area	102.591 acres

4.2 Access to the project site will be gained by:

- Provincial Highway County Road Private Road Other
 Township Road (maintained year round) Township Road (maintained seasonally)

4.3 Past and present uses on and around the subject lands:

Does the subject land or any adjacent properties contain any known archaeological resources or areas of archaeological potential? Yes No

Has there ever been an industrial or commercial use, including a storage of gasoline or other fuels on the or adjacent to the subject property? Yes No

Has there ever been an underground storage tank on the subject lands? Yes No

Has the subject land or any lands within 500 metres ever been used for the storage/disposal of hazardous materials or waste? Yes No

Has there ever been an orchard on the subject lands? Yes No

Has there ever been a weapons or firing range on the subject lands? Yes No

Is there any reason to believe that subject lands have been contaminated by former uses on the subject land? Yes No

4.4 What types of uses are currently occurring within 500 metres of the subject lands?

North:	Agricultural
South:	Agricultural
East:	Residential
West:	Commercial/Agricultural

5.0 BUILDINGS & STRUCTURES

5.1 Details of the existing and proposed structures on the subject lands:

Building/structure type:			
Existing or proposed:			
Intended Use:			
Date of construction:			
Ground floor area (m²):			
Gross floor area (m²):			
Number of storeys:			
Front yard setback:			
Rear yard setback:			
Side yard setback:			
Side yard setback:			
Building height:			

Note that a plan showing the dimensions of the subject lands and all existing and proposed buildings thereon must be submitted along with this application form.

6.0 PLANNING POLICY FRAMEWORK & OTHER APPROVALS

6.1 Township of Clearview Official Plan and Zoning:

Official Plan Designation(s): Agriculture

Zoning: AG

6.2 Is the subject land located within the Niagara Escarpment Plan Area? Yes No

If you answered **yes**, does the requested amendment conform to the Niagara Escarpment Plan?

Yes No

If you answered **yes**, have you applied to the Niagara Escarpment Commission for a development permit?

Yes No

6.3 What is the land use designation of the subject lands under the County of Simcoe Official Plan?

6.4 Is the subject land located within the regulation limits of the Nottawasaga Valley Conservation Authority (NVCA)? Yes No

Is a development permit required from the NVCA? Yes No

If **yes**, have you applied to the NVCA for a development permit? Yes No

7.0 CHECKLIST OF SUBMISSION MATERIALS

Please use the space provided below to list all of the reports and plans that are included with your submission. Alternatively, a complete list of all materials can be attached to this application form.

Title	Date	Author
Justification Report	November 13, 2019	Ferdinand Staab, MCIP,RPP
Survey Plan	July 25, 2019	Alex Marten, O.L.S
ESC Plan	November 8, 2018	Kayam Ramsewak, P.Eng.

8.0 AGREEMENT OF THE OWNER AND AGENT

I/we, being the registered owners(s) of the subject lands, as identified herein, hereby agree that, notwithstanding that an applicant may make payments and deposits for the processing of this application on my behalf, I/we shall be **solely and fully responsible for paying all costs** the municipality may incur in the processing of this application. It is further agreed that such processing costs may also include fees for consultants or legal fees, Local Planning Appeal Tribunal costs, court costs or any other costs incurred by the municipality in processing this application. I/we further agree that such costs shall be paid promptly upon being invoiced by the Township, failing which, such costs, including interest and administration fees, may be collected by the Township by any lawful means, which may include recovering costs as taxes. I/we also acknowledge and agree that failure to pay all deposits and costs may result in processing delays or a refusal of this application.

It is the policy of the Planning and Development Department to **provide public access** to all development applications and supporting documentation. In making or authorizing submission of this development application and supporting documentation, I/we, the owner hereby acknowledge the above-noted and provide my full consent in accordance with the provisions of applicable Provincial and Federal legislation that the information on this application and any and all supporting documentation provided by myself, the applicant, agents, consultants and solicitors, as well as commenting letters or reports issued by the municipality and other review agencies, will be part of the public record, may be published and distributed by the municipality in any form, and will also be fully available to the general public.

I/we acknowledge and agree that the approval to **make all information public** also constitutes a full release to the municipality of any copyright privileges and hereby undertake full responsibility for ensuring that such release is also obtained from my agents, consultants and solicitors.

I/we accordingly hereby **fully release the municipality**, and fully indemnify the municipality, from any responsibility or consequences arising from publishing or releasing the application and supporting and associated information as described above.

I/we hereby authorize municipal staff and the municipality's agents to **enter the property** for the purposes of performing inspections, without further notice, related to the processing of this application and fully indemnify the municipality for any and all claims or damages arising or resulting from such access.

I/we hereby declare that we have read and understand the entire contents of the **Development Application Guideline** and the **Process Protocol for Large Scale Renewable Energy Projects** or the **Process Protocol for Telecommunication Tower Projects**, as applicable.

I/we Please see attached authorization letter and _____
Registered Owner Authorized Agent

hereby declare that I/we have read, understand, and agree with the entirety of the contents contained in Section 8.0 of this application.

Owner Signature

Date

Agent Signature

Date

9.0 AUTHORIZATION

AUTHORIZATION OF OWNER

I/we Please see attached authorization letter. am/are the owner(s) of the subject lands, and hereby authorize to act as agent and make this application on my/our behalf.

I/we hereby authorize and provide consent to municipal and relevant external agency review staff to enter upon the subject lands during regular business hours over the time that this application is under review by the Township of Clearview.

Owner Signature

Date

Owner Signature

Owner's corporate seal or statement of authority to bind

DECLARATION

I Dylan Goldman have completed this application submission and do solemnly declare that all the statements contained in this application and all supporting documentation submitted with or subsequent to this application are true, and I make this 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.

Declared before me at the City of Richmond Hill in the County/Region of York, on this 13th day of November, 2019.

D. Goldman Owner/Agent Signature

Owner/Agent Signature

Brian Robert Inglis, a Commissioner, etc., Province of Ontario, for the Corporation of the City of Richmond Hill. Expires September 13, 2021. A Commissioner, etc.

Owner's corporate seal or statement of authority to bind

Handwritten initials/signature

Facsimile: 705-446-5457

In the case of the Tenant to:

BELL MOBILITY INC.
 5099 Creekside Road,
 Building D, 6th Floor North
 Mississauga, Ontario
 L4W 5N2

Attention: Real Estate Services
 Facsimile: (905) 282-3102

Either party to this Lease may change its address for notices or facsimile number by notice to the other party in accordance with the provisions of this Section. Any notice delivered personally, by courier or registered mail shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day such notice or other communication shall be deemed to have been given and received on the next following business day. Any notice sent by facsimile, shall be deemed to have been given upon the date receipt by facsimile is confirmed, provided, however, if receipt is confirmed after 5:00 p.m. or on a Saturday, Sunday or statutory holiday, such notice shall be deemed to have been given on the next business day.

(f) Without limiting the generality of Section 17(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, Bell Mobility's network operations control centre can be reached by the Landlord 24 hours a day at 1-866-670-6522 to report power outages, hazardous conditions or emergencies at the Property.

(g) Without limiting the generality of Section 17(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, Bell Mobility's network operations control centre can be reached by the Tenant 24 hours a day for questions or concerns related to this Lease at (705) 446-5457 - Garry Milne.

(h) It is an expressed condition of this Lease that the provisions of Section 50 of the Planning Act, R.S.O. 1990, as amended, be complied with.

(i) The Landlord represents and warrants to and in favour of the Tenant that:

(i) neither the entering into nor the delivery of this Lease nor the completion by the Landlord or the Tenant of the transactions contemplated under this Lease will conflict with or constitute a default under or result in a violation of, or require a consent of anyone under any agreement to which the Landlord is a party or by which the Landlord or the Leased Premises or Property is bound; and

(ii) the Landlord has the good right, full power and absolute authority to enter into this Lease and grant this Lease and all of the rights hereunder to the Tenant.

(j) The Landlord shall indemnify the Tenant with respect to all claims, actions, damages, liabilities and expenses in the connection with any breach of the representations or warranties in this Subsection, and the Landlord agrees to be liable for and to pay all costs, claims, damages and expenses to the Tenant associated with any breach of the representations or warranties in this Subsection.

(k) This Lease shall be binding upon and shall enure to the benefit of the Landlord and the Tenant and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

(l) Except for the obligation to make payments or advance funds when due hereunder, which may not be claimed as force majeure by any party, the obligations of the parties shall be suspended to the extent and for the period that performance is prevented by any cause, whether foreseeable or unforeseeable, beyond its reasonable control, including, without limitation: (i) labour disputes (however arising and whether or not employe demands are reasonable or within the power of the party to grant); (ii) acts of God; (iii) laws, regulations, orders, proclamations, instructions or requests of any government or governmental entity; (iv) judgments or orders of any court; (v)

Name: _____
 Signature: _____
 Witnessed Signature: _____
 Spouse's Signature: _____
 Landlord's Signature: _____

Name: _____
 Signature: _____
 Witnessed Signature: _____
 Spouse's Signature: _____
 Landlord's Signature: _____

Name: GARRY R. MILNE
 Signature: _____
 Witnessed Signature: _____
 Spouse's Signature: _____
 Landlord's Signature: _____

IN WITNESS WHEREOF the parties have duly executed this Lease as of the date on the first page of this Lease.

(m) The terms of this Lease and all information issued, disclosed or developed in connection with this Lease are to be held in strict confidence between the Landlord and the Tenant. Each party and its agents and employees agrees not to use, reproduce or divulge the same to third parties unless it is with the prior written consent of the other party and to take all reasonable precautions for protection of such information from disclosure.

(n) This Lease contains the entire agreement between the parties with respect to the Leased Premises and there are no prior representations, either oral or written, between them other than those set forth in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, options to lease, representations and information conveyed, whether oral or written, between the Landlord and the Tenant. The Landlord acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as are expressly set out in this Lease.

(o) The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.

(p) This Lease shall be governed by and construed in accordance with the laws of Canada and the Province of Ontario.

(q) The Landlord and the Tenant acknowledge and agree that Schedules "A", "B", "C", "D" and "E" as attached shall form part of this Lease.

(r) The Landlord and the Tenant acknowledge and agree that Schedules "A", "B", "C", "D" and "E" as attached shall form part of this Lease.

WJZ M

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BELL MOBILITY INC. (Tenant)

[Handwritten Signature]

Per:

Name:

OCT 30 2019

Title:

I have authority to bind the corporation.

Brock Enderton
Manager Real Estate &
Government Relations

W8097