

Minor Variance Application

INSTRUCTION SHEET FOR APPLICANTS

Submit to:

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

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

Phone: 613.476.2148

1. Application Form:

Each Application must be filled out completely and clearly. We would encourage the applicant to discuss the proposed applications with planning staff.

Each application must be accompanied by:

- A. Cost Acknowledgement Agreement:** The cost acknowledgement agreement must be completed and signed. The deposit fee must be a certified cheque made payable to The County of Prince Edward.
- B. A Survey of the property prepared by an O.L.S.**
- C. A detailed Site Plan showing the following:**
 - i. The boundaries and dimensions of the subject land
 - ii. The **location, size** and **type of all existing and proposed buildings** and structures on the subject land, indicating the distance of the buildings or structures from the front yard lot line, rear yard lot line, and the side yard lot lines.
 - iii. The approximate location of all natural and artificial features on the subject land and on land that is adjacent to the subject land that may affect the application. Examples include buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas, wells, and septic tanks.
 - iv. The current uses on land that is adjacent to the subject land.
 - v. The location, width, and name of any roads within or abutting the subject land, and if the road access is a private road or a right of way.
 - vi. If access to the subject land is by water only, the location of the parking and docking facilities to be used.
 - vii. The location and nature of any easement/right-of-way affecting the subject land.
- D. Include a current Parcel Register for the subject property (PIN Page) with the application.**
- E. Additional technical studies and reports (if applicable).**

**INCOMPLETE APPLICATIONS WILL BE RETURNED WITHOUT PROCESSING.
THE SITE PLAN AND FEES CONSTITUTE PART OF THE COMPLETE APPLICATION.**

2. Posting of Development Application Signs:

It is the responsibility of the applicant to pick up, install and maintain their on-site development application sign. The sign shall be installed **within one week** of being notified that the sign is available. The applicant is to install the sign at the midpoint of the frontage, in a location **that is visible to the public**. After installation, the applicant shall take a photo of the installed sign and forward the photo to the Planner assigned to the file. The sign may be installed using the supplied H-frame or can be posted by other means as long as it is visible to the public and the information on

the sign is legible. The sign is to remain visible to the public until the file is formally closed and the Decision of the Committee becomes final and binding. Once the file is closed the owner shall remove the sign.

3. Attendance at Public Hearing:

APPLICANTS and/or their AGENTS SHOULD ATTEND the public hearing on the application. Even if the applicant/agent does not attend, the Committee of Adjustment may consider the application on the assigned meeting day.

4. Ontario Land Tribunal (OLT) (formerly OMB/LPAT) & Peer Review Costs

Applicants are responsible for all costs associated with third party OLT appeals and municipal peer reviews of background reports. Deposits are required upon receipt of an appeal and/or the request for peer review in accordance with the County's planning fees.

5. Quinte Conservation*

| Application Type | Fee |
|-----------------------------------|------------|
| Property Clearance - Planning | \$160.00 |
| Consent to Sever | \$320.00 |
| Zoning Amendment / Minor Variance | \$320.00 |
| Official Plan Amendment | \$585.00 |
| Site Plan Review | \$2,970.00 |
| Subdivision Review | \$6,630.00 |

* Notes:

1. Quinte Conservation will directly invoice **all** applicants the applicable fee from the Fee Schedule above for **all** applications they receive.
(Fees are subject to change as per Quinte Conservation).
2. Quinte Conservation will charge, at minimum, the 'property clearance' fee for all applications they receive. Quinte Conservation will inform the Owner/Agent of the applicable fee that is to be paid.
3. Where several applications are applied for concurrently from the same parent parcel (i.e. two severed lots from one parcel; or consent and rezoning applications for the same severed parcel), only the higher applicable fee will be charged.
4. Subdivision and site plan reviews include any pre-consultation meeting, site investigations, draft plan comments, peer reviews of environmental impact, hydrogeological and stormwater management studies, Ontario Regulation 319/09 permits and clearance of draft conditions.

*Personal information on this form is collected under the Planning Act for the purpose of processing a minor variance 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 at 613.476.2148*

COUNTY OF PRINCE EDWARD
Application for Minor Variance from Area (Zoning) By-law
APPLICATION FORM

The Undersigned hereby applies to the Committee of Adjustment for the Corporation of the County of Prince Edward, under section 45 of the Planning Act for relief or permission, as described in this application, from By-law No.1816-2006, as amended, in respect to the lands hereinafter described.

FOR OFFICE USE ONLY

Minor Variance File No(s). _____ Date Received: _____

| | Minor Variance |
|----------------------------|-----------------------|
| Pre-Consultation Fee | No Fee |
| Advertising Fee | \$150.00 |
| Minor Variance Application | \$1,400.00 |
| Total Fees | \$1,550.00 |
| Agreement Deposit | \$500.00 |
| Total Due: | \$2,050.00 |

PLEASE TYPE OR PRINT CLEARLY

1.a) Registered Property Owner:

Name: _____

Address: _____

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

E-mail Address: _____ Cell Phone No. _____

b) Agent: (if applicable)

Name: _____

Address: _____

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

E-mail Address: _____ Cell Phone No. _____

c) Pre-Consultation: (if applicable)

Please list the names of any Staff members you have spoken to regarding your application.

2. Location of Property within the County of Prince Edward:

Civic Address (911 Street Number): _____

Ward: _____ Assessment Roll No. 1350- _____

Lot: _____ Concession: _____

Registered Plan No.: _____ Lot/Block: _____

Reference Plan No.: 47R- _____ Part No.: _____

3. The need for a Minor Variance was determined by:

Planner Building Official Other (Yourself, Contractor, etc.)

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

5. What is the current Zoning on the subject lands?

6. Please explain the nature and extent of the relief from the zoning by-law.

a) The requirement of the by-law is: _____

b) Requesting a change to: _____

c) Explain why the proposed use cannot comply with the provisions of the zoning by-law:

7. DESCRIPTION OF SUBJECT LAND

| | DIMENSIONS OF LAND AFFECTED |
|---|-----------------------------|
| Frontage / Width | |
| Area | |
| Depth | |
| Existing Use(s) | |
| Existing uses have been carried on since... | |

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

9. When were the subject lands purchased by the current owner?

10. Are there any existing buildings or structures on the subject land?

Yes [] No [] **If Yes [X] Answer Question No. 11

11. For each existing building or structure on the subject lands please provide the following information:

| | Description of <u>Existing</u> Buildings/Structures on Subject Lands | | |
|---|--|--|--|
| Type of Building/Structure (eg. Single family dwelling, barn) | | | |
| Dimensions of Building (gross floor area) | | | |
| Floor Area of each use, if more than one use | | | |
| Height of Building in Metres | | | |
| # of Parking and/or Loading spaces provided | | | |
| Date of Building construction | | | |

12. Are any buildings/structures proposed to be built on the subject lands?

Yes [] No [] **If Yes [X] Answer Question No. 13.

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

| | Description of <u>Proposed</u> Buildings/Structures on Subject Lands | |
|--|--|--|
| Type of Building/Structure (e.g. Single family dwelling, barn) | | |
| Dimensions of Building (gross floor area) | | |
| Floor Area of each use, if more than one use | | |
| Height of Building in Metres | | |
| # of Parking and/or Loading spaces provided | | |

14. Services - Check [] the type of service for the subject property.

| Water | Existing | Proposed |
|--|----------|----------|
| Publicly owned & operated piped system | | |
| Individual Well | | |
| Communal Well | | |
| Lake (Shore Well) | | |
| Other | | |

| Sewage Disposal | Existing | Proposed |
|--|----------|----------|
| Publicly owned & Operated sanitary sewage system | | |
| Individual Septic | | |
| Communal Septic | | |
| Privy | | |
| Other | | |

| Storm Drainage | Existing | Proposed |
|----------------|----------|----------|
| Sewers | | |
| Ditches | | |
| Swales | | |
| Other | | |

15. **Access** - Check [] the type of access to the subject property.

| | Existing | Proposed |
|---------------------------------------|----------|----------|
| Provincial Highway | | |
| County Road (Specify Number) | | |
| Municipal Road, Maintained Year-Round | | |
| Municipal Road, Seasonally Maintained | | |
| Right-of-way | | |
| Private Road | | |
| *** Water Access | | |

*** If access to the subject land is by water **only**, the parking and docking facilities used or to be used and the approximate distance of these facilities from the subject land and the nearest public road is required.

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

Yes () No ()

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

17. **Have the subject lands ever been the subject of a minor variance application under Section 45 of the *Planning Act*?**

Yes () No () Unknown ()

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

DECLARATION

This must be completed by the Owner.

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.

I, (We), _____ of the _____ of _____ in the County / Region of _____ solemnly declare that all of the statements contained in this application for a minor variance 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*. I agree 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.

DECLARED before me at the

_____ of _____

Owner/Applicant

in the _____

of _____

Owner/Applicant

this _____ day of _____ 20_____

Owner/Applicant

Owner/Applicant

Commissioner of Oaths

Commissioner's 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 _____ is authorized to submit an application for a minor variance for the lands that I/We own, located in (*property description*) _____ 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

Commissioner's Stamp

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