



# County of Prince Edward Minor Variance Application

## INSTRUCTION SHEET FOR APPLICANTS

### **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

### **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.** 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.**

### **Posting of Identification Cards:**

Identification Card(s) will be mailed to you after your completed application has been filed. These cards **must be posted at least fourteen (14) days prior to the meeting day** on the property and remain until the Decision of the Committee becomes final and binding. This assists the reporting agencies in visiting the site and in preparing their reports. **Please check frequently to ensure the cards are in place.**

### **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.

*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 (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.

Required Fee: \$800.00 Public Works Review (if required): \$50.00 Agreement Deposit: \$500.00	Date Received:	File No.:
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**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. \_\_\_\_\_

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

**Civic Address (911 Street Number):** \_\_\_\_\_  
**Ward:** \_\_\_\_\_ **Assessment Roll No.** \_\_\_\_\_

**Legal Description**

**Lot:** \_\_\_\_\_ **Concession:** \_\_\_\_\_  
**Registered Plan No.:** \_\_\_\_\_ **Lot/Block:** \_\_\_\_\_  
 (if applicable)  
**Reference Plan No.:** 47R- \_\_\_\_\_ **Part No:** \_\_\_\_\_  
 (if applicable)

**3. 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 [ ] Answer Question No. 11

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

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

**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
<b>Provincial Highway</b>		
<b>County Road (Specify Number)</b>		
<b>Municipal Road, maintained Year Round</b>		
<b>Municipal Road, Seasonally Maintained</b>		
<b>Right-of-way</b>		
<b>Private Road</b>		
<b>*** Water Access</b>		

\*\*\* 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:

18. Statutory Declaration:

I, \_\_\_\_\_ of the \_\_\_\_\_  
solemnly declare that all above statements and the information contained in all of the Appendices 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 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\_\_\_\_.

\_\_\_\_\_  
Commissioner of Oaths

\_\_\_\_\_  
Printed Commissioner's Name

**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*)  
\_\_\_\_\_ 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



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:

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