



Come for a visit. Stay for a lifestyle.

Application For:

New Lot Consent
Technical Consent
Certification of Validation
Certificate of Cancellation

Please submit your completed application to:

Planning Department
The Municipality of Trent Hills
66 Front Street South
P.O. Box 1030
Campbellford, Ontario
K0L 1L0

Tel: (705) 653-1900
Fax: (705) 653-5203
E-mail: planning@trenthills.ca



Come for a visit. Stay for a lifestyle.

Application for Consent / Certification of Validation / Certificate of Cancellation

Corporation of the Municipality of Trent Hills

This document includes a guide to the Consent process and Consent Application requirements, and the Consent Application form.

Guide to the Consent process and Application requirements

Consent process

1. A Consent can be granted for the severance of a new lot, a lot addition / lot line adjustment, a right-of-way, an easement, for mortgage/charge purposes or for a lease.

The Planning Act also provides for the cancellation of a previously granted Consent to facilitate a merging of properties.

2. Consents must meet the policies and requirements of the Provincial Policy Statement, County Official Plan / local Official Plan and any applicable municipal Zoning By-law in effect. You can review the Official Plan and the Zoning By-law at the Municipality of Trent Hills municipal office or at www.trenthills.ca. Pre-consultation with Planning staff is recommended.
3. The submission and review of an Application for Consent is legislated under the *Planning Act* of Ontario. As such, the application form must be completed and accompanied with the required fee (pre-consultation or complete application fee) prior to consideration by all relevant agencies.
4. One (1) copy of the current Parcel Register (PIN Page) for each subject property is required. You can obtain the PIN Page by contacting your solicitor or by accessing the information through Onland.ca, the Ontario Land Property Records Portal.
5. The Planning Act requires that the public be given notice of any Application for Consent. Notice may be given in a local newspaper or by direct mail to abutting owners.

6. The Planning Department consults with provincial government agencies and other public bodies who have responsibilities for matters that may be affected by a Consent. The relevant municipal departments always provide comments.
7. An application is granted or refused by decision of Municipal Council. A Public Hearing is held to review the application and renders a decision. Applicants or authorized agents and formal commenter(s) are notified and may participate in the hearing. As well, any interested person may attend.
8. Consents may be granted subject to conditions. All conditions must be met within two (2) years from the date of Notice of the Decision. A decision or any condition(s) can be appealed within twenty (20) days of the giving of notice of the decision.
9. A reference plan (survey) is usually required to be supplied by the applicant. In some cases, a registerable description can be used instead of a survey if acceptable to the Registry Office.

The applicant will be notified when the reference plan is required. Usually this is a condition of Consent but in some cases it may be requested prior to the making of a decision. The survey must closely match the sketch and the information on the application form, which the applicant submitted. Therefore, it is important that the surveyor not be given instructions that differ from the application.

10. When all the conditions are met within the two (2) year period, a Certificate finalizing the Consent will be issued. An applicant may also request that a Certificate for the retained lands be issued at the same time as the severed lands. This request must be made at the time the application is submitted and all criteria are met.
11. The applicant has two (2) years from the date of the Certificate to carry out the land transaction (transfer of ownership). If the two (2) year deadline is not met, the Consent lapses and the parcel(s) can no longer be conveyed. The same conveyance would require a new application and the Consent process would start again with a new application and applicable fee.
12. Once the applicant receives the Certificate of Consent, there is no follow up reminder from the Planning Department about the lapsing date.

Consent Application requirements

We recommend that all applicants submit a Development Inquiry Form (available on the Municipal website) to the Municipality of Trent Hills before the Application for Consent. Please include a copy of the Development Inquiry Planning Response with your application. When applying to the Municipality of Trent Hills for a Consent, please provide the following paper copies:

1. **One (1) original application** (*signed and sworn*). If an authorized agent is acting on behalf of the owner, the agent may sign the application, *provided* the authorization section of the application is completed **by all owners currently on title**. If the Application is being signed by a Power of Attorney, please provide a copy of the Power of Attorney document with the application, and sign the appropriate section. **All** signatures must be original on this copy. If the applicant is the purchaser or the purchaser's agent, a copy of the portion of the agreement of purchase and sale that authorizes the purchaser to make the application in respect of the land that is the subject of the application must be provided.
2. **One (1) Cost Acknowledgement Agreement** for signatures when submitting your application.
3. **One (1) copy of the severance sketch** (coloured appropriately) shall be attached at the back of each copy of the application form being submitted.
4. The sketch should be drawn to scale with the **Severed parcel outlined in red, Retained parcel outlined in green, existing Rights-of-way (if applicable) outlined in yellow** and the ownership of all existing rights-of-way must be indicated.
5. If a **lot addition / lot line adjustment** is requested, the parcel of land being enlarged / added to **must be** shown on the sketch, outlined in **blue** in its entirety and applicable details provided in the body of the application.
6. A conversion chart is provided to assist you.

To Convert:	Multiply By:	To Find:
Feet	0.3048	Meters
Acres	0.4046	Hectares
Square Feet	0.09	Square Meters

7. **Please indicate the following on your sketch (a sample sketch has been attached to assist you):**

The sketch shall show the following information:

- a. the boundaries and dimensions of any land abutting the subject land that is owned by the owner of the subject land;
- b. the approximate distance between the subject land and the nearest township lot line or landmark, such as a bridge or railway crossing;
- c. the boundaries and dimensions of the subject land, the part that is intended to be severed and the part that is intended to be retained;
- d. the location of all land previously severed from the parcel originally acquired by the current owner of the subject land;
- e. the approximate location of all natural and artificial features (for example, buildings, railways, roads, watercourses, drainage ditches, banks of rivers or streams, wetlands, wooded areas, wells and septic tanks*) that:
 - i. are located on the subject lands and on land that is adjacent to it; and
 - ii. are in the applicant's opinion may affect the application;
- f. the current use(s) of lands that are adjacent to the subject land (for example residential, agricultural or commercial);
- g. the location, width and name of any roads within or abutting the subject land indicating whether it is an unopened road allowance, a public traveled road, a private road or a right-of-way; and
- h. if access to the subject land is by water only, the location of the parking and boat docking facilities to be used; and the location and nature of any easement affecting the subject land.

* Please show the location of any existing well, septic tank, septic field, or weeping bed on both the severed and retained parcels and the setbacks for any existing well, septic tank, septic field and/or weeping bed from the proposed new lot line.

8. All measurements on the application and sketch should be in metric. Note that "frontage" refers to road frontage, not water frontage.

9. **Identification card and property markings:** An orange identification card(s) will be created once your completed application is filed and a mutually agreed upon time will be available for pick up. This card(s), as well as the required property markings (i.e., flagging tape or stakes) which will delineate the proposed severed lot, are to remain in place until the decision of the Municipality becomes final and binding. The identification card(s) and property markings will assist the reporting agencies in visiting the site and in preparing their reports. Check frequently to ensure cards and markings are in place. Once placed on the subject lands, please send an email to the Planning Department with a photo demonstrating the location and date of placement.

10. **The Application Fee** is identified within the current Trent Hills Fees and Charges By-Law. This fee applies to each new lot being created (excluding one retained parcel), each application for lot addition, application for easement / right-of-way, application for correction of title, and / or application for Charge / Mortgage purposes. There may be additional fees required to process a Certificate for the retained lands or a Certificate of Cancellation. **Fees are non-refundable.** If paying by cheque, please make the cheque payable to the Municipality of Trent Hills.
11. **Sewage disposal services inspection:** Each application is circulated to the responsible authority to determine if the proposed or existing sewage disposal services meet provincial requirements. There may be a separate fee for this review of the application and the amount of the fee varies.
12. There may be an additional request for proof of quantity and quality of potable water as a requirement of severance.
13. **Additional Municipal fees:** There may be additional fees payable to the Municipality within which the proposed severance is located for the processing of applications.

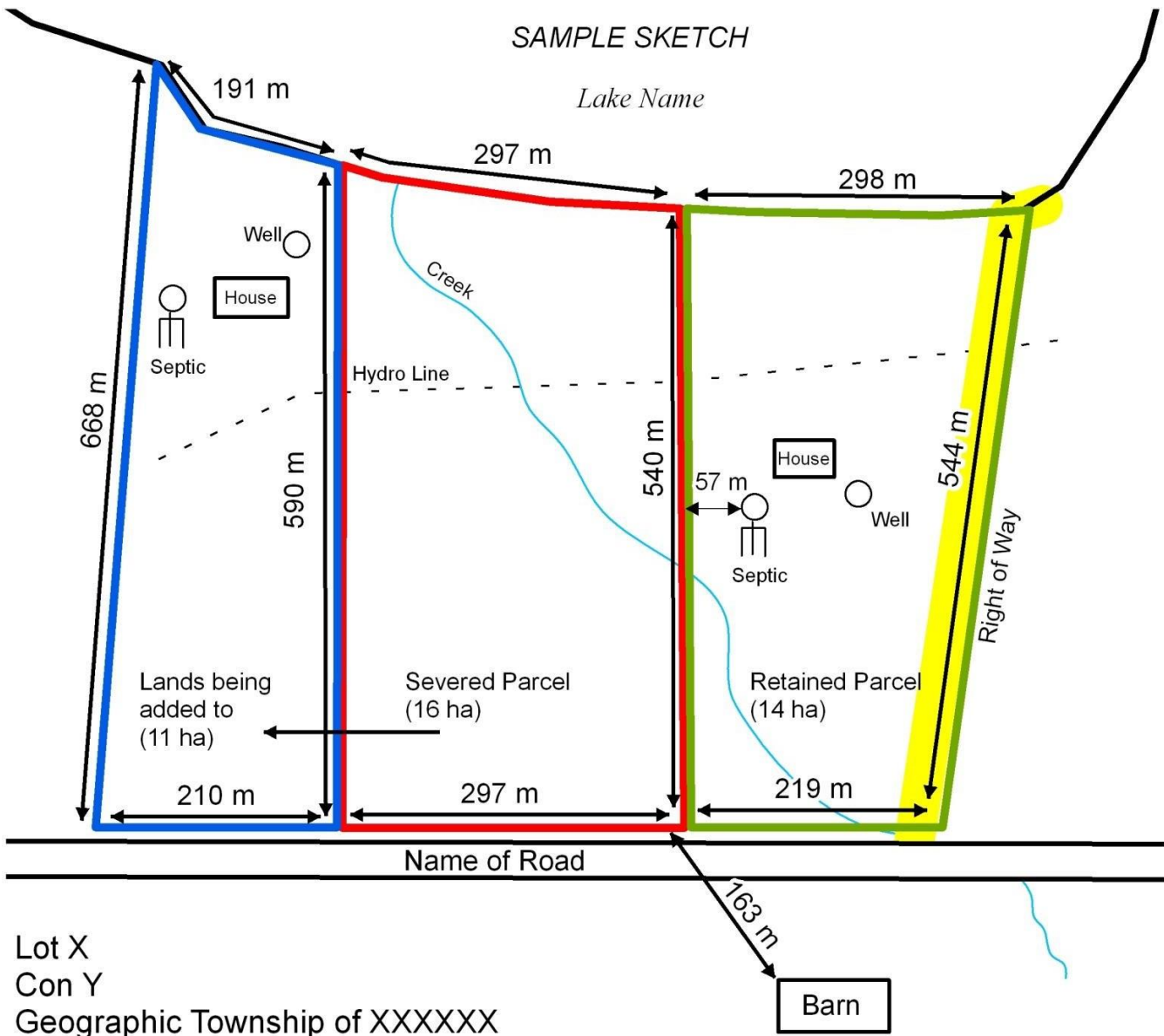
Note: One of the purposes of the Planning Act is to provide for planning processes that are open, accessible, timely and efficient. Accordingly, all written submissions, documents, correspondence, e-mails or other communications (including your name and address) form part of the public record and will be disclosed / made available by the Municipality to such persons as the Municipality sees fit, including anyone requesting such information. Accordingly, in providing such information, you shall be deemed to have consented to its use and disclosure as part of the planning process.

Submit your application to:

Planning Department
Municipality of Trent Hills
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Campbellford, Ontario
K0L 1L0

Telephone #: (705) 653-1900
Fax #: (705) 653-5203
Email: planning@trenthills.ca
www.trenthills.ca

SAMPLE SKETCH



Lot X
 Con Y
 Geographic Township of XXXXXX
 Municipality of XXXXXX
 Civic Address XXXXX

Scale: XXXXX

Severed parcel - outlined in red
 Retained parcel - outlined in green
 Lands being added to - outlined in blue
 Right-of-way - coloured in yellow



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Application for Consents / Certification of Validation

Corporation of the Municipality of Trent Hills

Applicant Information	
Name:	Home Phone No.:
	Work Phone No.:
	Cell Phone No.:
	Fax Number:
Address (including Postal Code):	
Email Address:	

Authorized Agent / Purchaser Information	
Name:	Office Phone No.:
	Cell Phone No.:
	Fax Number:
Address (including Postal Code):	
Email Address:	
If purchaser, has Agreement of Purchase and Sale been included: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Please specify the person is to be contacted about this application:

Owner Agent Solicitor Purchaser

Purpose of the application	
<input type="checkbox"/>	_____ Transfer (creation of a new lot, addition to a lot, easement)
<input type="checkbox"/>	_____ Other (charge, lease, correction of title, certificate of cancellation)
Name of person(s), if known, to whom land or interest in land is to be transferred, leased or charged: _____	
Relationship, if any, to owner: _____	
Request for Retained Lands Certificate 53(42.1)(a)	
<input type="checkbox"/>	Yes <input type="checkbox"/> No
If yes, a statement from an Ontario solicitor in good standing that there is no land abutting the subject land that is owned by the owner of the subject land other than land that could be conveyed without contravening Section 50 of the Planning Act.	

Location of land	
Municipality:	Present Lot Size:
Concession:	Lot No.:
Registered Plan:	Lot/Block:
Name of Street:	Street No.:

Description of land intended to be <u>severed</u>		
Frontage/Width:	Depth:	Area:
Existing Use:	Proposed Use:	

Number and use of buildings and structures on the land to be <u>severed</u>	
Existing:	Proposed:
Type of Access :	
Type of Water Supply Proposed :	

Type of Sewage Disposal Proposed :
Type of Storm Drainage :

Description of land intended to be retained

Frontage/Width:	Depth:	Area:
Existing Use:		Proposed Use:

Number and use of buildings and structures on the land to be retained

Existing:	Proposed:
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Type of Access :
Type of Water Supply Proposed :
Type of Sewage Disposal Proposed :
Type of Storm Drainage :

History of the subject land

When was the subject property acquired by the current owner?

Are there any easements or restrictive covenants affecting the subject land?

Yes No

Has the subject land ever been the subject of an application for approval of a Plan of Subdivision or Consent under the Planning Act?

Yes No Unknown

If yes and known, please provide the following:

Application File Number: _____

Decision Made on the Application: _____

Has the property been subject to previous Consent applications?

Yes No Unknown

If yes, when? _____

Land use certification

What is the existing Official Plan designation of the subject land?

What is the existing zoning of the subject land?

Current applications

Is the Owner or agent for additional Consents on the holding simultaneously with this application?

Yes No

Is the subject land currently the subject of a proposed Official Plan or Official Plan amendment?

Yes No Unknown

If yes and known, please specify the File Number: _____

Is the subject land currently the subject of an application for a zoning by-law amendment, or minor variance?

Yes No Unknown

If yes and known, please specify the File Number: _____

Request for certificate for retained lands

Does the application include a request referred to in clause 53 (42.1) (a) of the Act for a Certificate of Official for the Retained lands.

Yes No

If yes, has the applicant provided a lawyer's statement that there is no land abutting the subject land that is owned by the owner of the subject land other than land that could be conveyed without contravening Section 50 of the Act?

Yes No

And, has the lawyer's statement must also provide a legal description for use in the requested Certificate of Official for the retained lands.

Yes No

Sketch

A survey plan or sketch showing (The owner is required to attach the following drawings to the application and which will form part of the application):

- 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, in the opinion of the applicant, 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, indicating whether it is an unopened road allowance, a public travelled road, 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 affecting the subject land.

Land use / features

Are any of the following uses or features on the subject land or within 500 meters of the subject land? (check appropriate space)

Use of Feature	On the Subject Land	Specify Distance Consent is from Feature on Neighbouring Parcel	Within 500 metres of the Subject Land (neighbouring lands)
An agricultural operation (including abattoir),			
Livestock facility or stockyard (animal type and #)			
A commercial or industrial use			
A watercourse (ie. creek, stream, river)			
A wetland (ie. Marsh, swamp, low, seasonally wet areas, or wooded wet areas)			
A steep slope			
An active or abandoned rail line			
An active or abandoned mine site (specify)			
A landfill (active or non-operation)			
Provincial Park or Crown Lands			
A rehabilitated mine site			
A noxious industrial site			
A natural gas or petroleum pipeline			
A sewage treatment plan or waste stabilization			

Other Information

If there is any other information that you think may be useful to Council or to any agency which will be reviewing this application, please explain below, or on a separate page.

NOTE: The declaration must be endorsed, by the applicant(s), before this application will be accepted. If the application is for a lot addition, the benefitting property owner must also sign the application form below.

If an agent is acting for you, a letter must be attached authorizing to act on your behalf.

Declaration

I / We, _____

of the Municipality of _____ in the County

of _____ solemnly declare that all the statements contained in this Application for Consent and all the supporting document(s) are true and that I / We make this solemn declaration conscientiously believing it to be true and complete and knowing that is of the same force and effect as it made under oath and virtue of the Canada Evidence Act.

Signature of Applicant:	Signature of Applicant:
Printed Name of Applicant:	Printed Name of Applicant:
Date:	Date:
Signature of Benefitting Property Owner:	Signature of Benefitting Property Owner:
Printed Name of Benefitting Property Owner:	Printed Name of Benefitting Property Owner:
Date:	Date:
Signature of Agent:	Signature of Agent:
Printed Name of Agent:	Printed Name of Agent:
Date:	Date:

Declared before me at the _____ of
 _____ in the County of _____
 this _____ day of _____ 20____.

 A Commissioner, etc.

The information on this form is being collected under the authority of section 4 of the *Municipal Freedom of Information and Protection of Privacy Act*. This information will be used for the purpose of processing an access request under the *Act*. Enquiries regarding the collection of this information should be directed to the Office of the Clerk / Freedom of Information Coordinator, Municipality of Trent Hills, 66 Front St. S., Campbellford, Ontario, K0L 1L0, (705) 653-1900.

NOTE: One of the purposes of the Planning Act is to provide for planning processes that are open, accessible, timely and efficient. Accordingly, all written submissions, documents, correspondence, e-mails or other communications (including your name and address) form part of the public record and will be disclosed/made available by the County to such persons as the County sees fit, including anyone requesting such information. Accordingly, in providing such information, you shall be deemed to have consented to its use and disclosure as part of the planning process

For office use only

Planning File No.:

Pre-consultation Date:

Date of Receipt of Application:

Date deemed complete:

Hearing Date:

Checked by:

Authorization of Owner Received: Yes No N/A

Date:

.....

Planning Department Representative

Cost Acknowledgement Agreement

This Agreement made in duplicate this ____ day of _____, 20 ____

Between:

The Corporation of the Municipality of Trent Hills

(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 the current Fees and Charges By-law 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 Director of Planning & Development, or designate, for the Municipality shall instruct such of the Municipality’s staff, solicitor, planning, engineering and other consultants as the Director of Planning & Development, or designate, 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 Hearings / Public Meetings, notices of Public Hearings / Public Meetings, external agency fees, extensions or amendments to Application(s), plans or the conditions of approval, peer reviews, additional studies and / or evaluations, Land Registry documentation, 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 Hearings / Public Meetings, notices of Public Hearings / Public Meetings, extensions or amendments to Application(s), plans or the conditions of approval, peer reviews, additional studies and/or evaluations, Land Registry documentation, 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, an 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.

- (a) The Municipality may 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.
- (b) Alternatively, the Municipality may review the Deposit balance quarterly 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 Director of Planning & Development, or designate, 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 Land Tribunal, 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 inure 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
) Municipality of Trent Hills
)
)
) _____
) 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/subdivision/condominium reviews (2) – initial plan plus 1 revised plan

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 / Public Hearing
- preparation of initial notices of Public Meeting / Public Hearing
- 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