

THE CORPORATION OF THE TOWNSHIP OF BROCK

BY-LAW NUMBER 1290-94-PL

AS AMENDED BY
BY-LAWS NUMBER 1415-96-PL, 1444-97-PL, 1757-2002-PL, 1910-2004-PL,
2095-2007-PL, 2266-2010-PL, 2415-2012-PL, 2525-2014-PL, 2576-2015-PL,
2699-2016-PL, 2771-2017-PL, and 2835-2019-PL
(CONSOLIDATED VERSION)

**A BY-LAW TO PRESCRIBE A TARIFF OF FEES FOR THE PROCESSING OF
APPLICATIONS MADE IN RESPECT OF PLANNING MATTERS ("THE PLANNING
FEES BY-LAW")**

WHEREAS section 69(1) of the *Planning Act*, R.S.O. 1990, c. P.13, provides that the council of a municipality may, by by-law, prescribe a tariff of fees for the processing of applications made in respect of planning matters;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF BROCK enacts as follows:

1. In this by-law,
 - (a) "Act" means the *Planning Act*, R.S.O. 1990, c. P.13, as may be amended from time to time;
 - (b) "Applicant" means a person who submits an application;
 - (c) "Application" means any application referred to in subsection 2 (a) hereof;
 - (d) "Clerk" means the Clerk-Administrator for the Township;
 - (e) "Consultant" includes, but is not limited to, any engineer, surveyor, solicitor or planner, other than the Township Planner;
 - (f) "Consulting Costs" means the fees and disbursements payable by the Township to a consultant or consultants for services rendered in connection with the application;
 - (g) "Floor Area" means the aggregate of the horizontal areas of each floor, whether any such floor is above or below grade, measured between the exterior faces of the exterior walls of the building or structure at the level of such floor;
 - (h) "Planning Services Costs" means fees and disbursements applicable to services provided by the Township Planner;
 - (i) "Township" means the Corporation of the Township of Brock, and for the purposes of this by-law includes the Committee of Adjustment for the Township of Brock;
 - (j) "Township Planner" means a qualified planner employed by the Township to provide planning services and consultation to the Township.
2. (a) There shall be a fee for the submission and processing of each application submitted to the Township for:
 - (i) an amendment to the Official Plan under section 21 of the Act;
 - (ii) an amendment to the Zoning By-Law under sections 34, 36, 37, 38 and 39 of the Act;
 - (iii) site plan development approval under section 41 of the Act;

- (iv) a minor variance under subsection 45 (1) of the Act;
 - (v) permission under subsection 45 (2) of the Act;
 - (vi) consent under section 53 of the Act;
 - (vii) municipal review and comments for draft plan of subdivision approval under section 51 of the Act;
 - (viii) municipal review and comments for draft plan of subdivision approval for registration of a condominium under section 51 of the Act;
 - (ix) removal of a holding symbol under section 36 of the Act;
 - (x) making a cash payment in lieu of providing required parking under section 40 of the Act;
 - (xi) approval under sections 4 and 8 of the *Rental Housing Protection Act*, R.S.O. 1990, c. R.24;
 - (xii) designating lands not subject to part lot control under subsection 50 (7) of the *Planning Act*, R.S.O. 1990, c. P.13.
- (b) The fee shall be in the amount as set out in the schedules attached hereto and forming part of this by-law.
- (c) The applicable fee shall be paid at the time that the application is submitted.
3. In addition to the fee required pursuant to Section 2 hereof:
- (a) Planning services costs related to all work in excess of 15 hours which is undertaken by the Township Planner in connection with an application shall be charged as a fee to the applicant based upon an hourly rate of \$30.00; and,
 - (b) Where the Clerk in his absolute discretion deems it advisable to retain a consultant or consultants to assist in processing the application, then the consulting costs shall be charged as a fee to the applicant.
 - (c) In the event fees are chargeable to the applicant pursuant to paragraphs (a) or (b) hereof, the applicant shall pay the fees to the Township based upon invoices provided by the Clerk.
4. Where Section 3 applies, the Clerk may at any time, including before or after a consultant is retained, require the applicant to enter into an agreement with the Township, such agreement to be in the form as set out in Schedule "G" attached hereto and forming part of this by-law, and the obligations thereunder shall be secured by the posting of a cash security or letter of credit as set out in Schedule "G."
5. Notwithstanding Sections 3 and 4 of this by-law, where
- (a) the Township is opposed to any application mentioned in Section 2 (a), and
 - (b) the application is appealed to or comes before the Ontario Municipal Board,
- then the planning services costs and consulting costs incurred thereafter may not be charged as a fee to the applicant, and any agreement entered into between the Township and the applicant under Section 4 shall be limited to the planning services costs and consulting costs incurred prior to and including the day upon which Council for the Township makes a decision concerning the subject application.
6. The Township may not accept or process any application in respect of which there has not been compliance with Section 2 (c) or 4.

7. The Clerk shall, in his absolute discretion, determine whether any application constitutes a “minor amendment” or a “minor revision” whenever such terms are used in the tariff of fees contained in the schedules to this by-law.
8. Wherever a discretion to make a decision is conferred upon the Clerk in this by-law, the applicant may appeal the decision of the Clerk to the Township Council upon written application to the Clerk who shall refer the matter to Township Council for a final decision.
9. The tariff of fees set out in the schedules attached hereto shall be nonrefundable, except that Township Council or the Committee of Adjustment, as the case may be, may, by resolution, waive or refund, in whole or in part, the applicable fees for any application upon written application to the Clerk who shall refer the matter to the appropriate body for a final decision.
10. If any provision of this by-law is declared invalid for any reason by a court of competent jurisdiction, the remainder of this by-law shall continue in force.
11. In this by-law, words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender.
12. This by-law shall be known as the “Planning Fees By-Law.”

BY-LAW NUMBER 1290-94-PL READ A FIRST, SECOND, THIRD TIME and FINALLY PASSED THIS 6th day of June, 1994.

“G.S. Graham”
Clerk-Administrator

“Donald Hadden”
Mayor

BY-LAW NUMBER 1415-96-PL READ A FIRST, SECOND, THIRD TIME and FINALLY PASSED THIS 22nd day of July, 1996.

“G.S. Graham”
Clerk-Administrator

“Keith Shier”
Mayor

BY-LAW NUMBER 1444-97-PL READ A FIRST, SECOND, THIRD TIME and FINALLY PASSED THIS 3rd day of February, 1997.

“G.S. Graham”
Clerk-Administrator

“Keith Shier”
Mayor

BY-LAW NUMBER 1757-2002-PL READ A FIRST, SECOND, THIRD TIME and FINALLY PASSED THIS 25th day of March, 2002.

“G.S. Graham”
Clerk-Administrator

“W. Terry Clayton”
Mayor

BY-LAW NUMBER 1910-2004-PL READ A FIRST, SECOND, THIRD TIME and FINALLY PASSED THIS 20th day of September, 2004.

“G.S. Graham”
Clerk-Administrator

“Keith Shier”
Mayor

BY-LAW NUMBER 2095-2007-PL READ A FIRST, SECOND, THIRD TIME and FINALLY PASSED THIS 17th day of September, 2007.

“G.S. Graham”
Clerk-Administrator

“Larry O’Connor”
Mayor

BY-LAW NUMBER 2266-2010-PL READ A FIRST, SECOND, THIRD TIME and FINALLY PASSED THIS 1st day of March, 2010.

“Thomas G. Gettinby”
Clerk

“Larry O’Connor”
Mayor

BY-LAW NUMBER 2415-2012-PL READ A FIRST, SECOND, THIRD TIME and FINALLY PASSED THIS 11th day of June, 2012.

“Thomas G. Gettinby”
Clerk

“W. Terry Clayton”
Mayor

BY-LAW NUMBER 2525-2014-PL READ A FIRST, SECOND, THIRD TIME and FINALLY PASSED THIS 17th day of March, 2014.

“Thomas G. Gettinby”
Clerk

“W. Terry Clayton”
Mayor

BY-LAW NUMBER 2576-2015-PL READ A FIRST, SECOND, THIRD TIME and FINALLY PASSED THIS 19th day of January, 2015.

“Thomas G. Gettinby”
Clerk

“John Grant”
Mayor

BY-LAW NUMBER 2631-2015-PL READ A FIRST, SECOND, THIRD TIME and FINALLY PASSED THIS 7th day of December, 2015.

“Thomas G. Gettinby”
Clerk

“John Grant”
Mayor

BY-LAW NUMBER 2699-2016-PL READ A FIRST, SECOND, THIRD TIME and FINALLY PASSED THIS 21st day of November, 2016.

“Thomas G. Gettinby”
Clerk

“John Grant”
Mayor

BY-LAW NUMBER 2771-2017-PL READ A FIRST, SECOND, THIRD TIME and FINALLY PASSED THIS 4th day of December, 2017.

“Thomas G. Gettinby”
Clerk

“John Grant”
Mayor

BY-LAW NUMBER 2835-2019-PL READ A FIRST, SECOND, THIRD TIME and FINALLY PASSED THIS 4th day of February, 2019.

“Thomas G. Gettinby”
Clerk

“Debbie Bath-Hadden”
Mayor

Schedule “A”
Tariff of Fees for
Applications to Amend the Official Plan

Application Fee:	\$1,630.00
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Schedule “B”
Tariff of Fees for
Applications to Amend the Zoning By-Law

Application Fee:	\$1,630.00
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Schedule “C”

**Tariff of Fees for
Applications for Municipal Review and Comments for
Draft Plan of Subdivision Approval**

Application Fee: \$7,610.00

**Tariff of Fees for
Applications for Municipal Review and Comments for
Red-Lined Draft-Approved Plan of Subdivision**

Application Fee: \$5,440.00

Schedule “D”

**Tariff of Fees for Applications for Municipal Review and
Comments for Draft Plan of Subdivision Approval for
Registration of Condominium**

Application Fee: \$7,610.00

**Tariff of Fees for
Applications for Municipal Review and
Comments for a Red-Lined Draft-Approved Plan of Subdivision for
Registration of a Condominium**

Application Fee: \$5,440.00

Schedule “E”

**Tariff of Fees for
Applications for Site Plan Development Approval**

Application Fee:	\$1,910.00
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**Tariff of Fees for
Amending an Existing Site Plan
Development Agreement**

Application Fee:	\$1,095.00
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Schedule “F”

**Tariff of Fees for
Other Types of Applications**

Application For:

(a)	Minor Variance under subsection 45 (1) of the Act	\$495.00
(b)	Permission under subsection 45 (2) of the Act	\$495.00
(c)	Application for Minor Variance or Permission under subsections 45 (1) and 45 (2) of the Act Tabling Fees	\$125.00
(d)	Removal of a holding symbol	\$550.00
(e)	Making a cash payment in lieu of providing required parking	\$540.00
(f)	Approval under section 8 of the <i>Rental Housing Protection Act</i>	\$125.00 /unit with a minimum of \$550.00 to a maximum of \$2,740.00
(g)	Designating lands not subject to part lot control	\$1,095.00
(h)	An additional public meeting for any application which requires one (1) statutory public meeting in accordance with the Act	\$820.00
(i)	Land Division Committee Applications – Includes Clearance Letter	\$285.00
(j)	Solar Application Review	\$285.00
(k)	Telecommunication Tower Review	\$1,890.00

Schedule "G"
Financial Agreement

THIS AGREEMENT made this ____ day of _____, _____.

BETWEEN:

(hereinafter called the "Developer")
OF THE FIRST PART;

AND

THE CORPORATION OF THE TOWNSHIP OF BROCK
(hereinafter called the "Township")
OF THE SECOND PART.

WHEREAS the Developer is desirous of developing certain lands more particularly described in Schedule "A" (the "Lands") attached hereto;

AND WHEREAS the Developer has submitted an application to the Township and/or the Committee of Adjustment for _____
_____ pertaining to the land ("Application");

AND WHEREAS, in addition to the prescribed application fee, pursuant to the Planning Fees By-Law Number 1290-94-PL, as amended, the Developer may be required to pay for planning services provided by a planner employed by the Township ("Township Planner");

AND WHEREAS the Developer has agreed that the fees and disbursements for planning services provided by the Township Planner ("Planning Services Costs") and fees and disbursements payable by the Township to the Consultant for services rendered in connection with the application ("Consulting Costs") may be charged as a fee to the Developer;

AND WHEREAS the Developer has agreed to reimburse the Township for all fees and disbursements incurred by the Township in connection therewith;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter expressed, and in further consideration of the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by the Township to the Developer, the receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Developer agrees to indemnify and save the Township completely harmless with respect to all costs, fees and disbursements incurred by the Township in connection with the processing of the above-noted matters. The Developer specifically acknowledges and agrees to pay all planning services costs as well

as consulting costs. Without limiting the generality of the foregoing, such indemnification shall extend to the following:

- (a) all planning and engineering fees, disbursements and related expenses of the Township Engineer and Township Planner as a result of their services required to be performed for the Township in connection with these matters and any subconsultants required to be retained by them;
 - (b) all legal fees and disbursements as a result of legal services rendered to the Township in connection with these matters;
 - (c) all other fees, disbursements and related expenses incurred by the Township in any way whatsoever in connection with these matters; and
 - (d) all other consultants.
2. The Township may render an account to the Developer from time to time for planning services costs and consulting costs chargeable to the Developer. The Developer shall pay promptly any and all accounts rendered by the Township to the Developer pursuant to any provision of this agreement. All accounts shall be due and payable thirty (30) days after the date the same are rendered. Any question or dispute concerning any account rendered by the Township to the Developer shall be submitted to the Clerk, in writing, within two weeks of the date on which the account is rendered. If within two weeks of the rendering of any account a question or dispute is received by the Clerk concerning the account, the Clerk shall, at the request of the Developer, submit the matter to Council for the Township for resolution. The parties agree that any question or dispute concerning the account, including the appropriateness of the amount, the service rendered or any other matter, shall be determined finally by Council for the Township in its sole discretion. If no question is received by the Clerk within the said two-week period, the accounts shall be deemed acceptable to the Developer and shall be paid by the Developer in accordance with this agreement. Failure to pay such accounts within thirty (30) days from the date of issue thereof shall result in interest being added thereto at the rate of fifteen (15%) per cent per annum calculated monthly until payment in full has been received.
3. The Developer shall, forthwith after execution hereof, post with the Township a security deposit in cash or by certified cheque or in lieu thereof, by irrevocable letter of credit, in the amount of \$5,000.00 in the case of a site plan approval application, \$5,000.00 in the case of a minor zoning application, \$5,000.00 in the case of concurrent minor zoning and site plan approval applications, \$10,000.00 in the case of subdivision and condominium applications, and \$5,000.00 in all other cases (including concurrent applications) to guarantee the performance of the Developer's obligations to pay the consulting costs. In the event the application is for a plan of subdivision or a plan of condominium, the Developer agrees to post an additional \$5,000.00 security upon draft plan approval pursuant to the *Planning*

Act, R.S.O. 1990, c. P.13, as amended from time to time, being given for the plan of subdivision or the condominium plan, which amount shall, together with any other amounts required to have been posted, be held by the Township to guarantee the performance of the Developer's obligations to pay the planning services costs and consulting costs. The additional \$5,000.00 shall take the form of cash, certified cheque or irrevocable letter of credit only. In the event that an application has been referred and/or appealed to the Ontario Municipal Board, and provided that the Township and the Developer are supportive of the application, the Developer shall post with the Township a security deposit in cash or by certified cheque or in lieu thereof, by irrevocable letter of credit, of up to \$25,000.00, the amount of which shall be determined by the Clerk, in his absolute discretion. In the event that a cash deposit is provided as security, the Township shall have no obligation to invest such money in an interest bearing vehicle, nor to pay any interest earned by the Township on such monies to the Developer. If, in the opinion of the Clerk, in the Clerk's absolute discretion, at any time and from time to time, such amounts are insufficient, such amounts shall be increased, and the Developer shall post such additional sum as may be required as a result of such increase. For the purposes of this section and Section 4, the Clerk for the Township shall in his absolute discretion determine whether any application constitutes a "minor zoning application."

4. The Developer agrees that if at any time accounts not paid within thirty (30) days accumulate to an amount greater than 50% of the total security held by the Township pursuant to this agreement, the Developer shall be in default of this agreement and all Township staff, including the Township Planner, and Consultants shall immediately cease processing the application, and the Clerk may immediately draw on the security in whole or in part without any obligation to account to the Developer for any such amount drawn. Any monies drawn pursuant to this paragraph shall be applied towards outstanding accounts and any surplus may be retained by the Township without any obligation on the part of the Township to account to the Developer for any such surplus. Thereafter, processing of the application will not recommence until the security deposit is replenished in accordance with one of the following:
 - (a) if the application is for site plan approval, the security shall be replenished to \$5,000.00;
 - (b) if the application is for a minor zoning application or for a concurrent minor zoning and site plan approval application, the security shall be replenished to \$5,000.00;
 - (c) if the application is for a plan of subdivision or condominium, the security shall be replenished to \$10,000.00;

- (d) for all other applications, except as provided in (e) below, the security shall be replenished to \$5,000.00; or
 - (e) if the application is for an approval for a plan of subdivision or condominium which, at the time of such replenishment has received draft plan approval, the security shall be replenished to \$15,000.00;
 - (f) if the application has been appealed to the Ontario Municipal Board, the security shall be replenished to 50% of what was placed on deposit in accordance with paragraph 3 contained herein.
5. Any letter of credit posted with the Township pursuant to paragraph 3 or 4 shall be drawn on a chartered bank of Canada acceptable to the Treasurer of the Township provided that such letter of credit shall be in a form acceptable to the Township solicitors and shall contain the following provisions:
- (a) the letter of credit shall be security for any obligations of the Developer pursuant to the provisions of this agreement, without any limitations whatsoever;
 - (b) drawings on the letter of credit shall be permitted upon presentation of a letter from the Township to the bank claiming default by the Developer under the terms of this agreement, and such default shall not be limited to the actions of the Developer;
 - (c) partial drawings shall be permitted;
 - (d) if the Township has not determined the extent of the default or the amount required to rectify the default or compensate the Township or third parties as a result thereof, the Township may draw on the full amount of the letter of credit without any requirements to justify the amount of the draw;
 - (e) the irrevocable standby letter of credit shall be deemed to be automatically extended without amendment for one year from the present or any future expiration date hereof, unless thirty days prior to any such date the bank notifies the Township in writing by registered mail that it elects not to consider the irrevocable standby letter of credit renewed for any such additional period. Upon receipt by the Township of such notice, the Township may thereunder by means of a sight draft(s) accompanied by the Township's written certification that the amounts drawn will be retained and used by it to meet the obligations incurred or to be incurred in connection with the agreement, and further that the Township will release any amount(s) not required by it to the Developer.
6. Notwithstanding the posting of the security referred to in paragraphs 3 and 5 of this agreement, the Developer's obligation to pay the planning services costs and consulting costs to the Township shall continue in full force and effect. The security

remaining shall be released by the Township to the Developer when the Developer has fulfilled all his obligations under this agreement.

7. Notwithstanding any provisions in this agreement, where the Township refuses or opposes the application and the application is appealed or referred to the Ontario Municipal Board for a hearing, the planning services costs and consulting costs incurred by the Township following such refusal or opposition may not be charged as a fee to the Developer. However, nothing herein shall prevent the Township from recovering from the Developer any planning services costs and consulting costs incurred prior to and including the day upon which Council for the Township makes a decision concerning the subject application.
8. The Developer's obligations pursuant to this agreement shall continue, regardless of whether the Developer is or remains the owner of the lands. If the Developer ceases to be the owner of the lands, the Developer's obligations, pursuant to this agreement may be terminated on delivering written notice to that effect to the Township, in which event such notice shall take effect thirty (30) days from the date of receipt by the Township ("Effective Date of Termination"). Notwithstanding such termination, the Developer's obligations pursuant to this agreement shall continue in full force and effect until the effective date of termination and thereafter until all obligations incurred by the Developer pursuant to this agreement to the effective date of termination have been satisfied in full.
9. This agreement shall enure to the benefit of and be binding upon the respective heirs, executors, successors and assigns of each of the parties hereto. For greater certainty, it is understood and agreed that upon a change of ownership of the lands, the new registered owner from the date of registration shall become bound by the provisions hereof and thereafter shall be required to post security in accordance with paragraphs 3, 4 and 5 hereof, notwithstanding any security held for the previous owner.
10. The Developer agrees that the Township shall be permitted, from time to time, and upon reasonable notice to the Developer, to enter onto the Lands, at reasonable hours, for the purposes of inspecting the lands.
11. The Developer agrees that this agreement may be registered on title to the lands.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals, duly attested by the hands of their proper signing officers in that respect.

SIGNED, SEALED AND DELIVERED in the presence of)	THE CORPORATION OF THE TOWNSHIP OF BROCK
)	
)	
Authorized to be executed by By-Law Number _____)	Per: <u>Original Signed</u> Mayor
passed on the _____)	
day of _____,)	
_____.)	Per: <u>Original Signed</u> Clerk-Administrator
)	
)	
)	We have the authority to bind the Corporation.
)	
)	Per: <u>Original Signed</u> (Authorized Signing Officer)
)	
)	Per: <u>Original Signed</u> (Authorized Signing Officer)
)	
)	We have the authority to bind the Corporation.
)	
)	Per: <u>Original Signed</u> (Authorized Signing Officer)
)	
)	Per: <u>Original Signed</u> (Authorized Signing Officer)