

THE CORPORATION OF THE TOWNSHIP OF ADJALA-TOSORONTIO

BY-LAW NO. 06-05

A BY-LAW TO PRESCRIBE A TARIFF OF FEES FOR PROCESSING APPLICATIONS IN RESPECT TO PLANNING MATTERS

Planning Fees By-law

AND WHEREAS pursuant to the provisions of Section 69 of the *Planning Act*, R.S.O. 1990, Chapter P13, as amended, the Council of a Municipality, by By-law, may prescribe a tariff of fees for the processing of applications made in respect of planning matters. Said tariffs shall be designed to meet only the anticipated costs to the Municipality or to a Committee of Adjustment or Land Division Committee constituted by the Council of the Municipality in respect of the processing of each type of application provided for in the tariff;

AND WHEREAS Section 11, of the *Municipal Act*, provides that a lower-tier municipality may pass by-laws respecting matters within the spheres of jurisdiction set out therein;

AND WHEREAS the Council of the Corporation of the Township of Adjala - Tosorontio deems it appropriate to establish a tariff of fees for processing applications in respect to planning matters;

NOW THEREFORE the Council of the Corporation of the Township of Adjala – Tosorontio enacts as follows:

1. **THAT** the tariff fee is a non refundable fee charged by the Corporation of the Township of Adjala – Tosorontio to cover the Municipality's administrative costs for the processing of an application including staff consultation, secretarial services, photocopying; mailing expenses, and Council and/or Committee of Adjustment and Staff remunerations;
2. **THAT** the tariff fee for processing an Amendment to the Official Plan shall be \$1250.00;
3. **THAT** the tariff fee for processing an Amendment to the Zoning By-law or any other by-law passed under Section 34 of the Planning Act (Temporary Use, Holding Provision, etc.) shall be \$750.00;
4. **THAT** the tariff fee for processing an Application for Consent shall be \$600.00;
5. **THAT** the tariff fee for re-circulating a consent application or minor variance application shall be \$100.00;
6. **THAT** the tariff fee for septic review for any application under this by-law shall be \$75.00;
7. **THAT** the tariff fee for Public Works review for any application under this by-law shall be \$75.00;
8. **THAT** the tariff fee for the provision of a sign as required under the Planning Act shall be \$20.00;
9. **THAT** the tariff fee for processing an Application for Minor Variance shall be \$400.00;
10. **THAT** the tariff fee for processing an Application for Approval of a Plan of Subdivision shall be \$3000.00;
11. **THAT** the tariff fee for processing an Application for Condominium Plan shall be \$3000.00;

12. **THAT** the tariff fee for processing an Application under Part Lot Control shall be \$100.00;
13. **THAT** any Application applied for in respect to planning matters shall not be considered complete unless accompanied by the said tariff fee and an executed Cost Acknowledgement Agreement;
14. Notwithstanding Section 13, Consents and/or Minor Variance Applications are hereby exempt from the requirement of an executed Cost Acknowledgement Agreement if it is determined that no additional expenses will be incurred by the Township at the time of application;
15. **Cost Acknowledgement Agreement**
- (a) **THAT** the Mayor and Clerk are hereby authorized under the Municipal Act and directed to execute, under corporate seal, as necessary from time to time, the Cost Acknowledgement Agreement attached hereto as Schedule "A" to provide for cost recovery of processing various proposals in respect to planning matters;
- (b) **THAT** any changes to the Cost Acknowledgement Agreement may be amended by Resolution of Council;
- (c) **THAT** any expenses incurred by the Township shall be paid by the Township and invoiced to the Owner for payment with an administration fee of 5% added for the disbursement of same;
- (d) **THAT** in the event payment of the invoice is not received by the Township within 30 days from the date of the mailing of the invoice, a late payment fee at a rate of 1.25% per month or a fraction thereof shall be added until paid in full;
- (e) **THAT** in the event that the invoices remain outstanding for more than 30 day, the Township may halt all work in respect to the application until all arrears are satisfied and a sum sufficient to increase the balance to \$1,000.00 is deposited with the Township.
16. **THAT** all By-laws inconsistent with this By-law and in particular By-laws 00-11, 91-14 and 96-72 are hereby repealed;
17. **THAT** the provisions of this By-law shall take full force and effect with the passing hereof;
18. **THAT**, notwithstanding anything contrary to the rules of procedure, this By-law be introduced and read a first and second time and be considered read a third time and finally passed this 6th day of February, 2006.

"T. Walsh"

 MAYOR TOM WALSH

"B. Kane"

 CLERK BARB KANE

**THE CORPORATION OF THE TOWNSHIP OF ADJALA-TOSORONTIO
COST ACKNOWLEDGEMENT AGREEMENT**

THIS AGREEMENT made in triplicate as of the _____ day of _____

BETWEEN: _____

hereinafter referred to as the "Owner"
OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF ADJALA-TOSORONTIO
hereinafter referred to as the "Township"
OF THE SECOND PART

WHEREAS the Owner represents that it is the registered owner of the lands described in Schedule "A" attached hereto, and which lands are hereinafter referred to as the "lands";

AND WHEREAS the Owner proposes to develop the said lands;

AND WHEREAS it is recognized that there are a number of legal, planning and engineering issues to be investigated and resolved which will necessitate much time and effort on the part of both the Owner and the Township;

AND WHEREAS the Township may find it necessary to engage professional services in consideration of the proposal;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of two (\$2.00) dollars now paid by the Owner to the Township (receipt whereof is hereby acknowledged), the parties hereto do hereby agree as follows.

1. In this agreement, "expenses" means:
 - (a) all consultant's fees and disbursements;
 - (b) disbursements incurred while processing the application by Township employees including but not limiting the generality of the foregoing; travel expenses; meal allowances; long distance telephone calls and photocopying;
 - (c) an administration fee of 5% of the disbursements to be added to the Township invoice;
 - (d) a late payment charge if the invoice is not paid within 30 days of the date of the invoice at the rate of 1.25% per month or fraction thereof until paid in full; and
 - (e) such application fees that the Township may be put to in respect of the application.
2. The Township agrees to review the application and will retain such additional planning and engineering consultants as are necessary to properly evaluate the application.
3. The Owner shall file an initial deposit with the Township, upon execution of this agreement, in the amount of **ONE THOUSAND (\$1,000.00) DOLLARS** which shall be credited to the Owner's account.
4. The Owner shall be responsible for and agrees to reimburse the Township for all expenses the Township may be put to in respect of the application.

- 5. (a) Any expenses incurred by the Township shall be paid by the Township and invoiced to the Owner for payment with an administration fee of 5% added for the disbursement of same;
- (b) In the event payment of the invoice is not received by the Township within 30 days from the date of the invoice, a late payment fee at a rate of 1.25% per month or a fraction thereof shall be added until paid in full;
- (c) In the event that the invoices remain outstanding for more than 30 days, the Township may halt all work in respect of the application until all arrears are satisfied and a sum sufficient to increase the balance to \$1,000.00 is deposited with the Township.
- 6. The Owner shall have the right to require the Township to provide evidence with respect to breakdowns of figures, costs incurred, time charges and disbursements. In the case of legal expenses, the Owner is entitled to tax such expenses should it wish to do so.
- 7. Upon completion, termination or withdrawal of the application, the Township shall prepare and submit a final account to the Owner's representative and any balance shall be refunded.
- 8. This Agreement shall not be construed as acceptance or approval by the Township of the proposal.
- 9. This Agreement shall not stand in lieu of or prejudice the rights of the Township to require such further and other agreements of the application that the Township may deem necessary.

IN WITNESSETH WHEREOF the parties have here unto set their seals under the hands of their duly authorized officers.

DATED at _____ this _____ day of _____

TOSORONTIO) THE CORPORATION OF THE
) TOWNSHIP OF ADJALA-
)
)
)
)
) _____
) Mayor
)
)
)
) _____
) Clerk

DATED at _____ this _____ day of _____

 Witness)
)
)
)
) Per: _____
)

SCHEDULE "1" to By-law 06-05

COST ACKNOWLEDGEMENT AGREEMENT

SCHEDULE "A"

FORMER TOWNSHIP OF _____

TOWNSHIP LOT: _____

CONCESSION: _____

LOT: _____

PLAN: _____

ROLL NUMBER: _____

BETWEEN: _____

DATED _____