



OFFICE CONSOLIDATION

PLANNING FEES BY-LAW

BY-LAW NUMBER 24-15

Passed by Council on June 29, 2015

Amendments:

By-Law Number	Date Passed	Section Amended
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Note: This consolidation is prepared for convenience only. For accurate reference, the original by-laws should be reviewed.

THE CORPORATION OF THE TOWNSHIP OF SCUGOG

BY-LAW NUMBER 24-15

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 SCUGOG 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) "Consultant" includes, but is not limited to, any planner, engineer, surveyor or solicitor;
 - (e) "Consulting Costs" means the fees and disbursements payable by the Township to a Consultant or Consultants for services rendered in connection with the Application including legal fees and disbursements.
 - (f) "Director" means the Director of Community Services appointed by the Township;
 - (g) "Township" means The Corporation of the Township of Scugog and for the purposes of this By-Law includes the Committee of Adjustment for 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 22 of the Act;
 - (ii) An amendment to the zoning by-law under Sections 34, 36, 38 and 39 of the Act;
 - (iii) Removal of a holding symbol under Section 36 of the Act;
 - (iv) Making a cash payment in lieu of providing required parking under Section 40 of the Act;

- (v) Site plan development approval under Section 41 of the Act;
 - (vi) A minor variance under Subsection 45(1) of the Act;
 - (vii) Permission under Subsection 45(2) of the Act;
 - (viii) Designating lands not subject to Part Lot Control under Subsection 50(7) of the Act;
 - (ix) Municipal review and comments for draft plan of subdivision approval under Section 51 of the Act;
 - (x) Municipal review and comments for draft plan of subdivision approval for registration of a condominium under Section 51 of the Act; and
 - (xi) Municipal review and comments for consent under Section 53 of the Act.
- (b) The fee shall be in the amount as set out in Schedule “A” attached hereto and forming part of this By-Law.
 - (c) The applicable fee shall be paid at the time that the Application is submitted.
 - (d) The fees set out in Schedule A to this By-law shall be adjusted annually on January 1st, without amendment to this By-law to account for the effects of inflation.
 - (e) Notwithstanding Subsection 2(a) of the by-law above:
 - (i) Township Council may, by resolution, in respect of applications which are made to Council, reduce the amount of, or waive the requirement of a fee entirely, where Council is satisfied that it would be unreasonable to require payment in accordance with Schedule “A” of this by-law or where in the opinion of Council the strategic objectives of the Township are advanced by reducing or waiving such fees; and
 - (ii) The Committee of Adjustment may, by motion of the Committee, in respect of applications which are made to the Committee of Adjustment, reduce the amount of, or waive the requirement of a fee entirely, where the Committee of Adjustment is satisfied that it would be unreasonable to require payment in accordance with Schedule “A” of this by-law.
3. (a) In addition to the fee set out in section 2, Consulting Costs may be charged as a fee to the Applicant where the Director in his or her absolute discretion deems it advisable to retain a Consultant or Consultants to assist in processing the Application.
 - (b) The Director may, 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 "B" attached hereto and forming part of this By-Law.

- (c) The Clerk of the Township is hereby authorized to execute such an agreement on behalf of and which agreement shall be binding upon the Township.

4. Notwithstanding section 3 of this By-Law, where:

- (a) The Township is opposed to any Application mentioned in subsection 2(a); and
- (b) The Application is appealed to or comes before the Ontario Municipal Board;

then the 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 3 shall be limited to the Consulting Costs previously incurred.

- 5. The Township may not accept or process any application in respect of which there has not been compliance with subsections 2(c) or 3(b).
- 6. The Director shall, in his or her absolute discretion, determine whether any application constitutes a "Minor Application" whenever such term is used in the tariff of fees contained in the Schedules of this By-Law.
- 7. Wherever discretion to make a decision is conferred upon the Director in this By-Law, the Applicant may appeal the decision of the Director to the Township Council upon written application to the Clerk who shall refer the matter to Township Council for a final decision.
- 8. 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 full force and effect.
- 9. 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.
- 10. This By-Law shall come into force and effect on July 1, 2015, at which time By-Law No. 44-07, and By-Law No. 01-14, as it relates to Planning fees, are hereby repealed.
- 11. This By-Law shall be known as the "Planning Fees By-Law".

SCHEDULE "A"
To By-Law Number 24-15
TARIFF OF PLANNING FEES

Fee Title	2015 & 2016 Fee (Excluding Taxes)	Fee Basis
<i>Official Plan Amendment Application:</i>		
Regional Official Plan Amendment Application (not in conjunction with Township Official Plan Amendment) – Municipal Comments	\$4,600	Each
Official Plan Amendment Application	\$7,900	Each
<i>Zoning By-Law Amendment Application:</i>		
Minor Application (includes temporary use)	\$3,600	Each
Other than Minor Application	\$6,200	Each
Removal of Holding 'H' Symbol	\$1,100	Each
Extension of Time Limit for Temporary Use	\$ 600	Each
Agricultural Hold Removal	\$ 600	Each
<i>Site Plan Control Application:</i>		
Multi-Residential: Base	\$7,400	Each
Multi-Residential: Variable (per unit)	\$ 370	
Commercial: Base	\$8,300	Each
Other than Multi-Residential or Commercial: Base	\$5,600	Each
Oak Ridges Moraine	\$ 900	Each
Amendment	\$1,100	Each
<i>Minor Variance or Permission Application (Committee of Adjustment):</i>		
Residential	\$1,500	Each
Other than Residential	\$2,000	Each
Application Tabling	\$ 300	Each
<i>Draft Plan of Subdivision or Condominium:</i>		
Municipal Comments and Agreement: Base	\$13,700	Each
Variable (per unit)	\$ 350	Each
Revision to Draft Plan Approval	\$ 4,000	
<i>Consent (Durham Land Division Committee):</i>		
Municipal Comments	\$1,400	Each
Agreement	\$1,700	Each

SCHEDULE "A"
To By-Law Number 24-15
TARIFF OF PLANNING FEES

Fee Title	2015 & 2016 Fee (Excluding Taxes)	Fee Basis
<i>General</i>		
Second Dwelling Agreement	\$1,500	Each
Designating Lands Not Subject to Part Lot Control	\$1,500	Each
Clearance / Compliance / Opinion Letter	\$ 100	Per Letter
Green Energy Act Review	\$ 100	Each
Pre-Servicing Agreement	\$2,700	Each
Additional Public Hearing	\$ 500	Per Hearing
Advertising	Applicant must pay full cost if notice cannot be placed in Township Bulletin Board	Per Ad, if Applicable
Cash Payment in Lieu of Parking	\$2,500	Per Stall
Telecommunication Tower Consultation Application	\$1,800	Each
Reactivation of Township Application Dormant Longer Than One Year	\$ 600	Each

- Notes:**
1. All fees are exclusive of HST.
 2. All fees do not include the costs of legal agreements or external consulting costs, which may be charged to the applicant and which will be determined on a case by case basis.
 3. See Paragraph 2(d) of this By-law. All fees shall be adjusted annually on January 1st, without amendment to this By-law to account for the effects of inflation.

SCHEDULE "B"

Agreement

THIS AGREEMENT made this ● day of ● , 20 ●.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SCUGOG,

(herein called the "Township")

- and -

●

(herein called the "Applicant")

WHEREAS the Applicant has applied to the Township for _____ pertaining to certain lands ("Lands") more particularly described in Schedule "1" hereto ("Application");

AND WHEREAS the Director has deemed it advisable to retain a Consultant or Consultants to assist in processing the Application;

AND WHEREAS the fees and disbursements payable by the Township to the Consultant or Consultants for services rendered in connection with the Application may be charged as a fee to the Applicant ("Consulting Costs") pursuant to section 3 of Township By-Law No. _____ ("Planning Fees By-Law");

AND WHEREAS the Clerk may require the Applicant to enter into an agreement with the Township as a condition of accepting or processing the Application pursuant to section 4 of the Planning Fees By-Law.

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 Applicant, the receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Township may render an account to the Applicant from time to time for Consulting Costs chargeable to the Applicant. Such accounts shall be due and payable thirty (30) days after the same are rendered. Failure to pay such accounts within thirty (30) days from the date thereof shall result in interest being added thereto at the rate of 15 percent per annum, until payment in full is received.
2. The Applicant 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 _____ to guarantee the performance of the Applicant's obligations to pay the

Consulting Costs. If in the opinion of the Director, in his or her absolute discretion at any time and from time to time, such amounts are insufficient, such amounts may be increased, and the Applicant shall post such additional sum as may be required as a result of such increase.

3. Any letter of credit posted with the Township pursuant to paragraph 2 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 Applicant 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 Applicant under the terms of this Agreement, and such default shall not be limited to the actions of the Applicant;
 - (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 Letter of Credit shall provide for automatic renewal or a replacement Letter of Credit in such terms acceptable to the Township Clerk until such time as the Township advises the Bank that the Letter of Credit may be reduced or is not longer required;
 - (f) If the letter of credit is not renewed at least thirty (30) days prior to the date of expiry by an irrevocable letter of renewal or replacement letter of credit in such form and on such terms acceptable to the Township Solicitor, or, if, the Township receives notice that the Letter of Credit will expire and will not be renewed, the Township may be permitted to draw on the letter of credit up to 100% on or before the date of expiry.
4. Notwithstanding the posting of the security referred to in paragraph 2 of this Agreement, the Applicant's obligation to pay the Consulting Costs to the Township pursuant to the Planning Fees By-Law shall continue in full force and effect. The security remaining shall be released by the Township to the Applicant when the Applicant has fulfilled all his obligations under this Agreement and the Planning Fees By-Law.
5. 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

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 moneys drawn pursuant to this paragraph shall be applied towards outstanding accounts. Thereafter, processing of the Application will not recommence until the security deposit is replenished.

6. Notwithstanding any provisions in this Agreement or in the Planning Fees By-Law, where the Township refuses or opposes the Application and the Application is appealed or referred to the Ontario Municipal Board for a hearing, the Consulting Costs incurred thereafter may not be charged as a fee to the Applicant. Nothing herein shall prevent the Township from recovering from the Applicant any Consulting Costs previously incurred by the Township.
7. The Applicant hereby agrees that any amounts which are owed by the Applicant to the Township and which are unpaid by the Applicant to the Township, may be added to the tax roll for the Lands and may be collected as taxes owing against the Lands.
8. 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 paragraph 2 and 3 hereof, notwithstanding any security held for the previous owner.
9. The Applicant 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)	THE CORPORATION OF
In the presence of)	THE TOWNSHIP OF
)	SCUGOG
)	
)	
Authorized to be executed by)	Per:
By-Law No. _____ passed)	
on the _____ day of)	_____
_____, 2015)	Thomas R. Rowett, Mayor
)	
)	Per:
)	
)	_____
)	Christopher Harris, Clerk
)	
)	(**APPLICANT**)
)	
)	
)	
)	_____
Witness as to the signature of ●)	●

SCHEDULE "1"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being _____.