

# **THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS**

## **BY-LAW NUMBER 14-2015**

**Being a By-law to replace By-law No. 37-2014 to prescribe a Tariff of Fees for the processing of applications made in respect of planning matters in the Township of North Dundas.**

**WHEREAS** Section 69 of the *Planning Act, Chapter P.13, R.S.O. 1990*, as amended permits the Council of the municipality to prescribe by by-law, a tariff of fees for the processing of applications made in respect of planning matters;

**AND WHEREAS** The Corporation of the Township of North Dundas has passed By-law No. 37-2014 which prescribes a tariff of fees for the processing of certain applications made in respect of planning matters;

**AND WHEREAS** Council deems it desirable and necessary to modify and update its tariff of fees;

**NOW THEREFORE** the Council of the Township of North Dundas enacts as follows:

1. This By-law shall be known as the "Township of North Dundas Tariff of Fees By-law".
2. That the fees for the processing of individual applications respecting planning related matters shall be those set out in Schedule "A" hereto attached and forming part of this by-law:
3. All fees as herein prescribed are due and payable to The Corporation of the Township of North Dundas at the time of submission of an application made in respect to a planning matter set out in Schedule "A" or as set out by agreement pursuant to Section 8.
4. The fee for the submission of any planning matter to the Ontario Municipal Board for a hearing shall be \$2,500.00 for the first day of proceedings and \$1,500.00 for each additional day according to the Clerk's estimate of the length of hearing time required. The Municipality will only require such fee when the Municipality is a proponent of and/or supports the application. Should costs exceed the amounts above, Council will request the additional funds from the applicant.
5. Notwithstanding the required fees stated in Section 2 and Section 4, Council may, by resolution, refund to the applicant any portion of the fees not used for the processing of an application or for an Ontario Municipal Board hearing.
6. Notwithstanding the required fees stated in Section 2 and Section 4, Council by resolution, may reduce or waive an application fee, or Ontario Municipal Board Hearing costs where Council is satisfied that it would be unreasonable to require payment in accordance with the tariff.
7. Any person who is required to pay a fee for the processing of an application as stated in Section 2 or as set out herein, may pay the amount of the fee under protest and thereafter appeal to the Ontario Municipal Board within 30 days of payment of the fee in the manner described in Section 69(3) the *Planning Act, R.S.O., 1990*.
8. Notwithstanding the planning application fees as herein set out in Section 2 or 4 of this By-law, Council may at its discretion, require an applicant to enter into an agreement wherein the estimated costs are anticipated to substantially exceed those prescribed, such agreement being attached as Schedule "B", hereto attached and forming part of this by-law.
9. If Council turns down an application at any point prior to completion, a refund of the

balance of the remaining fee may be made, without interest. The costs of the works completed shall be calculated by the Director responsible for the Planning and Building Department or his/her representative.

10. If an applicant withdraws his or her application at any point prior to completion, a refund of the balance of the remaining fee may be made, without interest. The costs of the works completed shall be calculated by the Director responsible for the Planning and Building Department or his/her representative.
11. Despite Section 3, the consent application fee shall be payable to the Corporation of the Township of North Dundas prior to a review and recommendations by the Township of North Dundas.
12. Despite Section 3, the fee as herein set out in Section 3 shall be due and payable within 30 days from the notice date contained in the Ontario Municipal Board "Appointment for Hearing" Notice.
13. Where an applicant re-activates any dormant planning application (in-active for more than 12 months) which has not received final approval, the applicant shall submit to the Township of North Dundas half (50%) of the appropriate fee for the processing of individual applications respecting planning related matters set out in Schedule "A". The re-activation fee shall be payable prior to the commencement of work by the Township of North Dundas. Council may at its discretion, require an applicant to enter into an agreement wherein the estimated costs are anticipated to substantially exceed those prescribed, such agreement being attached as Schedule "C", hereto attached and forming part of this by-law.
14. Where an applicant re-activates any dormant planning approval (example: an inactive subdivision for more than 24 months), the applicant shall submit to the Township of North Dundas one thousand dollars (\$1,000.00) for administration costs related to the re-activation. The re-activation fee shall be payable prior to the commencement of work by the Township of North Dundas. Council may at its discretion, require an applicant to enter into an agreement wherein the estimated costs are anticipated to substantially exceed those prescribed, such agreement being attached as Schedule "C", hereto attached and forming part of this by-law.
15. Payment of all fees is due at the time the expense is incurred, unless otherwise stated and may be made by Visa, MasterCard, Direct Debit (bank card), cash or cheque or certified cheque.
16. No request by any person for any service or activity regarding applications made in respect of those planning matters described in Schedule "A" will be processed or provided by the Township of North Dundas, unless and until the person requesting the service or activity has paid the applicable fee in the prescribed amount as set out in Schedule "A" to this By-law.
17. Where the municipality requires legal, engineering, planning or other external expertise concerning a planning related application, the applicant shall be responsible for reimbursing the municipality for all municipal costs associated with the aforementioned external expertise.
18. Should any part of this By-law, including any part of Schedule "A", be determined by a Court of competent jurisdiction to be invalid or of no force and effect, it is the stated intention of Council that such invalid part of the By-law shall be severable and that the remainder of this By-law including the remainder of Schedule "A", as applicable, shall continue to operate and to be in force and effect.
19. All applications in respect of planning matters submitted on or before March 11<sup>th</sup>, 2015, shall continue to be governed by By-law No. 37-2014, with respect to the payment of applicable fees.
20. All applications in respect of planning matters submitted after March 10, 2015, shall be subject to and governed by this By-law with respect to the payment of applicable

fees.

21. A deposit of \$1,500.00 shall be paid to the Township of North Dundas to cover the cost of undertaking a peer review of any technical study submitted in support of an application for an official plan amendment, a plan of subdivision, severance application, site plan control application or a rezoning.
  - a) The above noted deposit shall be paid in respect of each separate technical study deemed to require a peer review.
  - b) Prior to initiating a peer review, the Township shall obtain a written quote from its selected consultant. If such quote exceeds the amount of the deposit, the applicant shall deposit a further amount to cover such difference.

## 22. PEER REVIEW

For the purposes of this By-law, technical studies shall include:

- (a) hydrogeological reports,
  - (b) hydrology reports;
  - (c) storm water management reports;
  - (d) environmental impact reports;
  - (e) wetland evaluations;
  - (f) servicing options reports;
  - (g) water supply system or sewage disposal systems
  - (h) traffic studies;
  - (i) soils reports;
  - (j) noise assessment reports;
  - (k) dust studies;
  - (l) blasting and vibration reports;
  - (m) contaminated site evaluations;
  - (n) market impact analyses;
  - (o) flood plain studies;
  - (p) other technical studies required under the United Counties Official Plan.
- 22.1 A hydrogeological peer review is required for any development proposed on private servicing with 5 or more dwelling units or a development that will generate more than 10,000 litres of sewage flow.
  - 22.2 Where a deposit is required within this by-law, a refund of any remaining funds will be made after completion of the matter.
  - 22.3 If costs exceed the deposited amount, then the outstanding amount shall be paid before the signing of the documents by municipal staff.
23. This By-law shall come into force and take effect on the 11<sup>th</sup> day of March, 2015.
  24. By-law No. 37-2014 of The Corporation of The Township of North Dundas is hereby repealed.

**ENACTED AND PASSED in open Council after a first, second, and third reading this 10<sup>th</sup> day of March, 2015.**

*Original Signed*  
\_\_\_\_\_  
Eric Duncan, MAYOR

*Original Signed*  
\_\_\_\_\_  
Jo-Anne McCaslin, CLERK

**SCHEDULE "A" to  
BY-LAW NUMBER 14-2015**

Original Signed

Mayor  
Eric Duncan

Original Signed

Clerk  
Jo-Anne M<sup>c</sup>Caslin

TYPE OF APPLICATION		FEES
1	County Official Plan Amendment (OPA)	\$1,000.00 (Twp. Fee)
2	Zoning By-law Amendment (ZBLA) Surplus Dwelling Amendment (SDA)  Joint Application (OPA & ZBLA) Removal of Holding Symbol	<b>Major:</b> \$1,200.00 <b>Minor:</b> \$750.00 <b>SDA:</b> \$250.00  <b>Joint</b> \$1,800.00 \$400.00
3	Temporary Use By-law Temporary Use By-law & Garden Suite Agreement	\$800.00 \$900.00
4	Minor Variance or Authorization	\$500.00
5	Land Severance / Consent  Peer Review (of submitted reports)	\$600.00 New lot created \$450.00 Lot additions \$600.00 All other consents  \$1,500.00 deposit
6	Site Plan Control Applications  Site Plan Agreement Security Deposit = 50% of Site Work	Residential Proposal: \$75.00 / dwelling unit Minimum of \$500.00 Maximum of \$2,500.00  Development Proposal other than residential: \$250.00 Renovations/Additions to Buildings \$750.00 all other Applications (Additional fees may be required, (ie, peer review costs))  Amendments to Site Plans \$300.00
7	Plan of Condominium	\$100.00 / unit (Additional fees may be required)
8	Draft Plan of Subdivision Application	\$100.00 / residential lot Minimum of \$1,500.00 Maximum of \$4,000.00
9	Subdivision Agreement Engineering Review of Servicing Plans (Draft Plan of Subdivision) Legal Fees (Subdivision Agreement Registration)	\$2,800.00 Twp. Administration Fee \$9,000.00 Engineering Deposit (Additional fees may be required or the balance reimbursed at the completion of the terms of the agreement)
9(a)	Work Surveillance (Subdivision Agreement)	5% of the estimated cost of the site works
9(b)	Administration Fees (Subdivision Agreement)	To be contained within the subdivision agreement
9(c)	Lot Grading Review	To be contained within the subdivision agreement
10	Partial or full release of financial securities	\$150.00 (all requests must be submitted in writing)
11	Peer Review	\$1,500.00 deposit
12	Peer Review of Hydrogeology of development of 5 dwelling units or more or commercial development on private system generating 10,000 litres or more of sewage flow	\$1,500.00 deposit + applicant responsible for actual costs

TYPE OF APPLICATION		FEES
13	Letter of Compliance/Compliance Report	\$70.00 \$90 for 48-hour turnaround (rush premium)
14	Encroachment Agreement/By-law	\$300.00 + the registration fees to be prescribed in the agreement
15	Lifting of 0.30 metre (one foot) reserve	\$100.00 + legal and surveying fees to be borne by applicant
16	Dedication of Public Highways / Road Widening By-law/ Road Opening By-law	\$100.00 + the applicant assumes all legal, engineering and surveying fees
17	Cash-in-lieu of Parking	\$300.00 (by-law & agreement) + the cash-in-lieu
18	Cash-in-lieu of Parkland	\$2,000 for new residential lots created. Surplus farm dwellings are exempt
19	Part Lot Control Exemption	\$300.00 / by-law + the applicant assumes all legal, engineering and surveying fees
20	Written replies to inquiries/ Zoning authorization letters	\$50.00
21	Environmental Compliance Letters Letters Requested Related to Records of Site Condition	\$150.00
22	Development Charge Late Payment Agreement and By-law	\$300.00
23	Ontario Municipal Board	\$2,500 deposit + applicant responsible for actual costs
24	Municipal fees for Industry Canada Antenna Applications	\$1,200 per application
25	Municipal Consultation Support or Forms for renewable energy projects to be completed i) Projects less than 10kw ii) Projects greater than 10kw and less than 1mw iii) Projects greater than 1mw	\$100.00 \$400.00 \$3,000.00
26	Municipal Consultation Form for a Aggregate Resources Act Licence to be completed	\$1,500.00 above water \$2,000.00 below water

Notes: A **minor** zoning by-law amendment shall mean an amendment to change a setback requirement, a lot area change or to permit an apartment in a house.

A **major** zoning by-law amendment shall mean all other amendments, including a change in use or to create an exception zone.

**Surplus Dwelling Amendment (SDA):** shall mean an amendment to the Zoning By-law to prohibit residential use on agricultural land resulting from a condition of severance (farm surplus dwelling).

The tariff of fees prescribed **shall not include** the processing of objections to Amendments or appeals of the Committee of Adjustment decisions; the attendance of the municipality before any Administrative Tribunals or any public meetings other than those formally required by the Planning Act; the legal cost of the preparation Subdivision Agreements; the review of a proposal by a consultant retained by the municipality; or any other matters directly associated with processing a planning application which are not noted. The municipality may require additional deposits before proceeding with any matters detailed above.

**SCHEDULE "B"**

**REVIEW AND PROCESSING AGREEMENT  
FOR PLANNING APPLICATIONS**

**THIS AGREEMENT**

made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**BETWEEN:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hereinafter called the "Owner"

**OF THE FIRST PART,**

**AND:**

The Corporation of the Township of North Dundas,

Hereinafter called the "Township"

**OF THE SECOND PART,**

**WHEREAS** the Owner, or the authorized agent, has submitted a planning application to Township of North Dundas;

**AND WHEREAS** in order to undertake the review and processing of such an application or applications, the Township may be required to engage and retain surveyors, legal counsel, planning consultants or other professional services;

**AND WHEREAS** the Owner agrees to reimburse the Township for such expenditures incurred, including administration staff time and other associated expenses required to carry out the review and the processing of the applications in question;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and conditions hereinafter expressed, the parties hereby agree as follows:

1. The Owner shall, notwithstanding whether the said application receives approval, reimburse the Township an amount equal to all incurred expenditures for the review and processing of the said application or applications.
2. The Owner shall deposit with the Treasurer of the Township the required fee as specified in By-law 14-2015 known as the Tariff of Fees By-law, upon execution of the Agreement. The monies deposited shall be applied against the expenditures incurred by the Township for the review and processing of planning applications.
3. The Council of the Township may, by written notification to the Owner within thirty (30) days of the execution of this Agreement, require that the Owner submit additional financial security in order to meet the anticipated costs to the Township. The amount requested, including the form of the financial security to be provided, shall be determined by the Township upon the recommendation of their counsel and/or planning consultants.
4. Where the required deposit, pursuant to paragraph 1 of this Agreement, does not cover incurred costs, and where no additional form of security has been requested

within the prescribed period pursuant to paragraph 3 of this Agreement, the Township shall provide an itemized statement of account with supporting documentation to date, less the amount of the prescribed fee, and the Owner shall pay to the Township the amount due within thirty (30) days from the date of invoice. All past due accounts will be charged interest at the preferential rate of the Township's bank plus two (2) percent per month or a fraction thereof.

5. It is further agreed that should the said application be referred to the Ontario Municipal Board, the owner will deposit the required fees as set out in By-law 14-2015. Where additional costs are anticipated or incurred by the Township, the provisions of paragraph 3 or 4 shall apply.
6. The Owner may stop the processing of the said application at any time by notifying the Clerk of the Township in writing, by registered mail or in person.
7. Within thirty (30) days of the date of final approval or cessation of the review process, the Township shall provide an itemized statement of account with supporting documentation to date, including any financial security utilized, and shall remit the balance, including any form of financial security on hand.
8. The Owner hereby agrees to indemnify and save harmless, The Corporation of the Township of North Dundas, including its officers, of all liability which may result from the review and the processing of the said application.
9. This Agreement and everything herein contained shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF** the Owner has hereunto set his hand and seal, and the Township has hereunto affixed its corporate seal by the hands of its proper signing officers authorized in that behalf this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

**SIGNED, SEALED AND DELIVERED** )  
**in the presence of** )  
 )  
 ) \_\_\_\_\_  
 )  
 )  
 ) \_\_\_\_\_

THE CORPORATION OF THE  
TOWNSHIP OF NORTH DUNDAS

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
Clerk

**SCHEDULE "C"**

**BY-LAW NUMBER 14-2015**

**AGREEMENT  
FOR RE-ACTIVATING PLANNING APPLICATIONS**

**THIS AGREEMENT**

made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**BETWEEN:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hereinafter called the "Owner"

**OF THE FIRST PART,**

**AND:**

The Corporation of the Township of North Dundas,

Hereinafter called the "Township"

**OF THE SECOND PART,**

**WHEREAS** the Owner, or the authorized agent, has reactivated a planning application with the Township of North Dundas;

**AND WHEREAS** in order to undertake the review and processing of such an application or applications, the Township may be required to engage and retain surveyors, legal counsel, planning consultants or other professional services;

**AND WHEREAS** the Owner agrees to reimburse the Township for such expenditures incurred, including administration staff time and other associated expenses required to carry out the review and the processing of the applications in question;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and conditions hereinafter expressed, the parties hereby agree as follows:

1. The Owner shall, notwithstanding whether the said application receives approval, reimburse the Township an amount equal to all incurred expenditures for the review and processing of the said application or applications.
2. The Owner shall deposit with the Treasurer of the Township the required fee as specified in By-law 14-2015, known as the Tariff of Fees By-law, upon execution of the Agreement. The monies deposited shall be applied against the expenditures incurred by the Township for the review and processing of planning applications.
3. The Council of the Township may, by written notification to the Owner within thirty (30) days of the execution of this Agreement, require that the Owner submit additional financial security in order to meet the anticipated costs to the Township. The amount requested, including the form of the financial security to be provided, shall be determined by the Township upon the recommendation of their counsel and/or planning consultants.



4. Where the required deposit, pursuant to paragraph 1 of this Agreement, does not cover incurred costs, and where no additional form of security has been requested within the prescribed period pursuant to paragraph 3 of this Agreement, the Township shall provide an itemized statement of account with supporting documentation to date, less the amount of the prescribed fee, and the Owner shall pay to the Township the amount due within thirty (30) days from the date of invoice. All past due accounts will be charged interest at the preferential rate of the Township's bank plus two (2) percent per month or a fraction thereof.
5. It is further agreed that should the said application be referred to the Ontario Municipal Board, the owner will deposit the required fees as set out in By-law 14-2015. Where additional costs are anticipated or incurred by the Township, the provisions of paragraph 3 or 4 shall apply.
6. The Owner may stop the processing of the said application at any time, by notifying the Clerk of the Township by registered mail.
7. Within thirty (30) days of the date of final approval or cessation of the review process, the Township shall provide an itemized statement of account with supporting documentation to date, including any financial security utilized, and shall remit the balance, including any form of financial security on hand.
8. The Owner hereby agrees to indemnify and save harmless, The Corporation of the Township of North Dundas, including its officers, of all liability which may result from the review and the processing of the said application.
9. This Agreement and everything herein contained shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF** the Owner has hereunto set his hand and seal, and the Township has hereunto affixed its corporate seal by the hands of its proper signing officers authorized in that behalf this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

**SIGNED, SEALED AND DELIVERED** )  
**in the presence of** )  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_

THE CORPORATION OF THE  
TOWNSHIP OF NORTH DUNDAS

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
Clerk