

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH/CARDINAL
BY-LAW NO. 2012-67**

**“A BY-LAW TO PRESCRIBE A TARIFF OF FEES
FOR THE PROCESSING OF APPLICATIONS MADE
IN RESPECT OF PLANNING MATTERS”**

WHEREAS Section 69 of the Planning Act, RSO 1990, 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 Council deems it desirable to prescribe a tariff of fees that meets the anticipated cost to the municipality, or to the Committee of Adjustment constituted by the Council of the Township of Edwardsburgh/Cardinal, of applications respecting planning matters;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh/Cardinal enacts as follows:

1. This by-law shall be known as the “Township of Edwardsburgh/Cardinal Tariff of Planning Fees By-law”.
2. The following processing fees for individual applications respecting planning related matters shall apply:


a)	Application to amend the Official Plan	\$1,500.00
b)	Application to amend the Zoning By-law	\$1,500.00
c)	Draft plan of subdivision, pit or quarry license	\$4,000.00
d)	Consent application	\$ 225.00
e)	Committee of Adjustment application	\$ 525.00
f)	Site Plan approval application	\$ 750.00
g)	Site Plan amendment application	\$ 600.00
g)	Issuance of compliance reports	\$ 75.00
3. Notwithstanding the required fees stated in Section 2, any portion of the fees not used for the processing of an application or for an Ontario Municipal Board hearing may be refunded to the applicant. Where the cost of processing of an application exceeds the fees stated in Section 2, the municipality may issue an itemized invoice of those costs and the applicant is required to remit the payment. Invoices issued under this provision will be subject to the municipality's interest and collection policies. Fees not paid may be added to the tax roll of the subject property in accordance with Section 398(2) of the Municipal Act, SO 2001, c.25.
4. Notwithstanding the required fees stated in Section 2 and Section 8, Council or the Committee of Adjustment may reduce or waive an application fee or Ontario Municipal Board hearing costs where Council or the Committee of Adjustment is satisfied that it would be unreasonable to require payment in accordance with the tariff.
5. Notwithstanding the required fees stated in Section 2 and Section 8, Council or the Committee of Adjustment may reduce or waive an application fee or OMB hearing costs for not-for-profit agencies where such agency has provided a written request.

6. Any person who is required to pay a fee for the processing of an application as stated in Section 2 or fees as set out in Section 8 may pay the amount of the fee under protest and thereafter appeal to the Ontario Municipal Board in the manner described in the Planning Act.
7. The consent application fee shall be payable to the Township of Edwardsburgh/Cardinal to cover a review by the municipality. Notwithstanding Section 3, fees for consent applications are not subject to refund or additional invoicing.
8. In addition to the fees arising out of Section 2 above, in those situations where an application respecting a planning matter is referred to the Ontario Municipal Board or other courts, the applicant shall pay to the Township, only if the Township is in agreement with the application, a fee of \$1,000.00.
9. Notwithstanding the planning application fees as herein set out in Section 2 or 8 of this by-law, Council shall 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 "A" and forming part of this by-law.
10. All fees as herein prescribed are due and payable to the Township of Edwardsburgh/Cardinal upon application or as set out by the agreement pursuant to Section 9.
11. This by-law shall come into force and take effect on the final passing thereof.
12. Township of Edwardsburgh/Cardinal By-law 2005-05 is hereby repealed.

By-law passed, signed and sealed in open Council this 22nd day of October, 2012.



Mayor



Clerk

SCHEDULE 'A' TO BY-LAW 2012-67

REVIEW AND PROCESSING AGREEMENT FOR PLANNING APPLICATIONS

THIS AGREEMENT

MADE IN TRIPLICATE THIS ____ DAY OF _____, _____.

BETWEEN: _____
Hereinafter called the "Owner"
OF THE FIRST PART

AND: The Corporation of the Township of Edwardsburgh/Cardinal
Hereinafter called the "Township"
OF THE SECOND PART

WHEREAS the Owner, or the authorized agent, has submitted a planning application to the Township of Edwardsburgh/Cardinal;

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 application or 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 2012-___, 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 (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 and subject to the Township's collection policies.

- 2 -
Schedule "A"
By-law 2012-67

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 2012-___. 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 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 Edwardsburgh/Cardinal, 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 on 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 _____, _____.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Witness

)
) _____
)
)
) _____
)
I have the authority to bind the
Corporation

THE CORPORATION OF THE TOWNSHIP
OF EDWARDSBURGH/CARDINAL

)
) _____
) Per: Mayor
)
) _____
) Per: Clerk