

**CORPORATION OF THE TOWNSHIP OF
ALFRED AND PLANTAGENET**

BY-LAW 2021-01

**A By-law to prescribe a tariff of fees for the processing
of applications made in respect of planning matters**

REFERENCE: Subsection 69 (1) of the Planning Act, R.S.O. 1990, Chapter P. 13, as amended.

WHEREAS Subsection 69 (1) of the Planning Act, R.S.O. 1990, Chapter P. 13, empowers the Council of a municipality to pass a by-law establishing a tariff of fees for the processing of applications made in respect of planning matters which tariff shall be designed to meet only the anticipated cost to the municipality or to a committee of adjustment;

AND WHEREAS the Corporation of the Township of Alfred and Plantagenet has passed By-law No. 2020-04 which prescribes a tariff of fees for the processing of certain applications made in respect of planning matters and the Council of the Township of Alfred and Plantagenet deems it necessary and expedient to revise the said By-law;

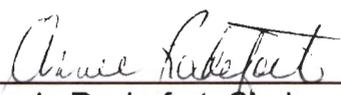
NOW THEREFORE the Council of the Corporation of the Township of Alfred and Plantagenet hereby enacts as follows:

1. THAT a tariff of fees is hereby established for the processing of applications made in respect of planning matters as set out in the Schedule "A" hereto attached and forming part of this By-law.
2. THAT an applicant shall be required to meet only the anticipated cost of the Corporation for the processing of an application which shall include, but shall not be limited to, surveyors fees, legal fees, consultant fees including administration staff time and other associated costs needed to carry out the review of the application in question in addition to all post notification as is required under the provisions of the Planning Act and its regulations thereto.
3. THAT the applicant shall be required to enter into an agreement with the Corporation of the Township of Alfred and Plantagenet, as set out in Schedule "B" attached hereto and forming part of this By-law, in order that the said application may be proceeded with.
4. That the Chief Administrative Officer and the Clerk are hereby authorized to execute the agreement herein referred to and more particularly identified as Schedule "B" attached hereto and forming part of this By-law.
5. THAT notwithstanding the tariff of fees set out in Schedule "A" of this By-law, the Council of the Corporation of the Township of Alfred and Plantagenet may reduce the amount of, or waive the requirement for the payment of a fee in respect of the application where the Council is satisfied that it would be unreasonable to require payment in accordance with the tariff.
6. THAT the processing of any application shall only begin once the applicable fees are paid in full.
7. By-law No. 2020-04 is hereby repealed.
8. This By-law shall come into force and effect on the date of its passing by the Corporation of the Township of Alfred and Plantagenet.

READ a first, second and third time and finally passed this 19th day of January, 2021.



Stéphane Sarrazin, Mayor



Annie Rochefort, Clerk

Schedule "A" to By-law 2021-01

TYPE DE DEMANDE	COÛT / COST	TYPE OF APPLICATION
Modification au Plan officiel	3 312,00\$	Official Plan amendment
Modification au Règlement de zonage	2 430,00\$	Zoning By-law amendment
Retrait du symbole d'utilisation différée	1 104,00\$	Removal of the holding provision
Autorisation (morcellement de terrain)	607,00\$	Consent (land severance)
Retrait du contrôle des parties de lot	330,00\$	Part lot control removal
Dérogation mineure	718,00\$	Minor variance
Plan de lotissement	5 520,00\$	Plan of subdivision
Entente de lotissement	N/A	Subdivision agreement
Surveillance des travaux	364.00\$/unité	Works supervision
Frais légaux	2 760,00\$	Legal fees
Frais administratifs	15%	Administration fees
Plan de condominium	2 760,00\$	Condominium plan
Demande d'exemption	386.00\$	Exemption application
Entente de plan d'implantation	441,00\$	Site plan agreement
dépôt	5 412.00\$	deposit
Frais légaux	déduit du dépôt	Legal fees
Frais administratifs	15%	Administration fees
Frais d'ingénierie	déduit du dépôt	Engineering fees
Comité de dérogation		Committee of adjustment
par réunion (chaque membre)	52,00\$	per meeting (each member)
Frais pour fins de parc	1 104,00\$	Park land fees
Demande d'information écrite	84,00\$	Written information request
Opinion écrite	84,00\$	Written opinion
Rapport de conformité	110,00\$	Compliance report
Panneaux solaires (résolution et confirmation de zonage)	84,00\$	Solar panels (resolution and zoning certificat)
Entente d'empiètement	110,00\$	Encroachment agreement

Schedule "B" to By-law 2021-01

THIS AGREEMENT made in duplicate this _____ day of _____, 20_____.

BETWEEN:

Hereinafter called the "OWNER"

OF THE FIRST PART

AND: Corporation of the Township of Alfred and Plantagenet

Hereinafter called the "TOWNSHIP"

OF THE SECOND PART

WHEREAS the Owner, or the authorized agent, has submitted an application to the Corporation of the Township of Alfred and Plantagenet;

AND WHEREAS in order to undertake the review and processing of such an application or applications made in respect of this planning matter, the Corporation is required to engage and retain surveyors, legal counsel, planning consultants or other professional services;

AND WHEREAS the Owner agrees to reimburse the Corporation for such expenditures incurred, including municipal administrative staff time and other associated costs needed 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 hereto hereby agree as follows:

1. The Owner shall, notwithstanding whether the application receives approval or is proceeded with, reimburse the Corporation an amount equal to all anticipated costs for the review and processing of the said application or applications and shall include, but shall not be limited to, surveying, engineering, legal, planning and all other professional and consultant fees required including administrative staff time, all postal notification and all other associated costs needed to carry out the review and all other disbursements incurred by the Corporation related to the processing of the said application or applications.
2. The Owner shall deposit with the Treasurer of the Corporation the required amount, upon execution of the Agreement and as specified in this By-law which may be amended from time to time, of which the monies deposited shall be applied against the expenditures incurred by the Corporation for the review and processing of the application as indicated in the provisions of this Agreement.
3. The Council of the Corporation of the Township of Alfred and Plantagenet may, by written notification to the Owner within thirty (30) days upon the execution of this Agreement, require that the Owner submit additional financial security in order to meet the anticipated cost of the Corporation, which amount, including the form of the financial security to be provided, shall be determined by the Corporation upon a recommendation of their counsel and/or planning consultants.

All notices under this Agreement will be provided to:

THE OWNER

THE TOWNSHIP

Township of Alfred and Plantagenet
205 Old Highway 17, P.O. Box 350
Plantagenet, Ontario KOB 1L0

4. It is also further agreed that failure by the Owner to provide the additional form of financial security as required in the preceding paragraph within twenty (20) days from the date of written notification, it shall be deemed to constitute a breach of the Agreement and the Agreement shall therefore become null and void and the processing of the application shall be immediately discontinued.

5. It is further agreed that whereas the deposit, as required pursuant to paragraph 2 of this Agreement, does not meet the anticipated cost and where no additional form of security had been requested within the prescribed period as indicated in paragraph 3 of this Agreement, the Corporation shall provide an itemized statement of account with supporting documentation to date, less the amount of the prescribed deposit, and the owner shall pay to the Corporation the amount due within thirty (30) days from the date of invoice. All past due accounts will be charged interest at the rate of 1.25 percent per month.
6. It is further agreed that should the application require a Local Appeal Tribunal hearing, and that the Corporation is required to give evidence at the hearing, that the owner shall reimburse the Corporation of all professional services required for the purpose of providing representation to the officers of the Corporation.
7. It is also further agreed that should the Owner not pay the amount due as stipulated in paragraph 5, and other charges as stipulated in paragraph 6, the amount owing shall be added to the tax roll and collected in the same manner as municipal taxes, in accordance with Section 398(2) of the *Municipal Act, 2001*.
8. It is also further agreed that the Owner and/or the Corporation may stop the processing of the application at any time, by notifying the Corporation and/or the Owner by registered mail or by personal service at the address indicated in this Agreement to this effect.
9. The owner hereby further agrees to indemnify the Corporation, including its officers, either direct or indirect responsibility, of all liability as a result of the review and the processing of the application.
10. It is also further agreed that on the date the application has been approved and is final and binding, or subject to the other provisions of this Agreement, the Corporation shall provide an accounting of all costs incurred, less the amount of the prescribed deposit including any financial security utilized for reimbursement of expenses pursuant to the provisions of this Agreement, and shall remit the balance, including any form of financial security on hand, within forty-five (45) days of the date referred to in this paragraph or to paragraphs four and seven of this Agreement.
11. This Agreement and everything herein contained shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

SWORN/DECLARED at _____)
 in the _____)
 This _____ day of _____ 20 _____)
) **Registered Owner(s)**
) Print Name: _____
)
)
 _____)
A Commissioner for taking affidavit, etc.)
) **Registered Owner(s)**
) Print Name: _____

NOTE: Where the Registered Owner is a firm or corporation, the person signing this section shall state that he/she has authority to bind the corporation or affix the corporate seal.