

**The Corporation of the Township of Perry**  
**By-law #2006-02**

Being a By-law to Establish a Tariff of Fees System for  
Various Land Use Planning Matters

WHEREAS pursuant to Section 69 (1) of the Planning Act RSO 1990 c P. 13, as amended, a Council of a municipality may, by by-law, establish a tariff of fees for the processing of applications made in respect of planning matters, which tariff shall be designed to meet only the cost to a municipality in respect of the processing of each type of application provided for in the tariff;

AND WHEREAS pursuant to Section 69 (2) of the Planning Act RSO 1990 c. P. 13, as amended, despite a tariff of fees being established under section 69 (1) of the Planning Act RSO 1990 c. P. 13, as amended, the Council of a municipality in processing an application 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;

AND WHEREAS the Council of the Corporation of the Township of Perry deems it expedient to establish a Tariff of fees for various land use planning matters;

NOW THEREFORE the Council of the Corporation of the Township of Perry enacts as follows:

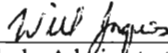
1. THAT a fee shall be charged to the proponent of any application of a planning nature, before a review and/or approval of the application is undertaken by Council;
2. THAT a proponent making an application of a planning nature shall make the required payment(s) in accordance with Schedule 'A' of By-law #2006-02, and complete the 'Cost Acknowledgement Agreement' in accordance with Schedule 'B' of By-law #2006-02.
3. THAT prior to a proponent making an application of a planning nature and making the required payment(s), the proponent shall undertake a Pre-consultation Meeting with the Township, in accordance with the "Development Pre-Consultation Agreement", included as Schedule 'C' of By-law #2006-02.
4. Schedule 'A' of By-law #2006-02, which forms part of this by-law, is hereby accepted and passed by Council.
5. Schedule 'B' of By-law #2006-02, which forms part of this by-law, is hereby accepted and passed by Council.
6. Schedule 'C' of By-law #2006-02, which forms part of this by-law, is hereby accepted and passed by Council.
7. This by-law shall come into force upon the day of its third and final reading and enactment.

Read a first time this 15 day of February, 2006.

Read a second time this 1 day of March, 2006.

Read a third and final time and enacted in Open Council this 15 day of March, 2006.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk- Administrator

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**Schedule 'A' - By-law #2006-02**

**THE CORPORATION OF THE TOWNSHIP OF PERRY**

**Prescribed Fees For Various Planning Matters**

- 1) Site Specific Zoning By-law Amendment- \$600.00
- 2) Holding Zone Removal- \$200.00
- 3) Minor Variance- \$300.00
- 4) Official Plan Amendment- \$1000.00
- 5) Combination Official Plan Amendment and Site Specific Zoning By-law Amendment- \$1500.00
- 6) Site Plan Agreement- \$500.00
- 7) Subdivision/Condo. Agreement- \$1500.00

**\*\* PLEASE NOTE THAT:**

**-ALL FEES ARE NON-REFUNDABLE.**

**-IF MORE FUNDS ARE REQUIRED FROM THE APPLICANT TO COMPLETE THE APPLICATION, THESE FUNDS MUST BE RECEIVED BY THE TOWNSHIP BEFORE AN APPLICATION WILL PROCEED AND/OR CONTINUE. THIS POLICY IS IN ACCORDANCE WITH SCHEDULE 'B' OF BY-LAW #2006-02.**

**-THE APPLICANT WILL BE REQUIRED TO COMPLETE THE ENTIRE DEPOSIT AGREEMENT FORM IN ORDER FOR THE APPLICATION TO BE COMMENCED. A COPY OF THIS AGREEMENT IS ATTACHED AS SCHEDULE 'B' OF BY-LAW #2006-02,**

**-THE APPLICANT WILL BE REQUIRED TO FUND ALL TOWNSHIP COSTS TO DEFEND ITSELF IN FRONT OF THE ONTARIO MUNICIPAL BOARD (OMB), IN CONNECTION WITH THIS APPLICATION. THIS POLICY IS IN ACCORDANCE WITH SCHEDULE 'B' OF BY-LAW #2006-02.**

Schedule 'B'- By-law #2006-02

THE CORPORATION OF THE TOWNSHIP OF PERRY

**Cost Acknowledgement Agreement for Applications made under the Planning Act, RSO 1990**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF PERRY**  
(Hereinafter referred to as the "Township")

**AND**

\_\_\_\_\_  
(Hereinafter referred to as the "Applicant")

**WHEREAS** the Applicant represents that he/she is the registered owner of the lands described in Appendix 'A' (attached hereto by the applicant), and which lands are hereinafter referred to as the 'lands',

**AND WHEREAS** the Applicant has filed for an application for the approval of:  
\_\_\_\_\_;

**AND WHEREAS** it is a policy of the Township of Perry as expressed in this agreement that any costs involved in the processing of an application such as, but not limited to, services by specialized planning, legal, engineering and other professionals, including their studies, or services provided by the Township or their specialized professionals/consultants on the behalf of the applicant at Ontario Municipal Board (OMB) hearings, be borne by the Applicant;

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

1. In this agreement:

"Application" means the application for approval of \_\_\_\_\_,  
dated \_\_\_\_\_, 20\_\_\_\_, with respect to the lands described in Schedule "A"  
(attached hereto by the Applicant).

"Applicant" means that owner of the property or their authorized agent, who is applying for a planning related approval, to which this agreement relates to.

“Expenses” means all expenses incurred by the Township while processing the application, including, but not limited to, all administrative costs, staff travel expenses, professional/consultant expenses, meeting time, second circulations etc.

2. All professional/consultant fees and disbursements relating to the application incurred by the Township in processing the application for the Applicant including, without limiting the generality of the foregoing, specialized planning, legal, engineering, agency review fees, or other professional expenses, including travel and lodging expenses, shall be considered “Expenses” for the purpose of this agreement and shall be borne by the Applicant.

Planning, legal or other services and attendance at Ontario municipal Board (OMB) hearings, including but not limited to professional expenses, travel and lodging expenses, where the application as approved by the Township has been appealed by a third party shall be considered “Expenses” for the purpose of this agreement and shall be borne by the Applicant.

The Township agrees to process the application and where the Township, in its sole discretion, deems it necessary to retain such additional consultants as are necessary to properly evaluate the application, all fees associated with such additional consultants shall be considered “Expenses” for the purpose of this agreement and shall be borne by the Applicant.

Therefore, it is hereby acknowledged by the Applicant that **ALL** costs involved in processing the application by the Township shall be paid for by the Applicant. The Applicant shall reimburse the Township for all expenses the Township may be put to in respect of the application, upon demand.

3. In the event that the total amount of money in the Applicant’s account falls to less than \$200.00, the Township may, in its sole discretion, halt all work in respect of the application until a sum sufficient to increase the balance to \$500.00 in the Applicant’s account is deposited with the Township. The Township may, at any time, draw upon any of the funds in the Applicant’s account to satisfy amounts due pursuant to this agreement.

At any time when additional funds are requested by the Township, the Township shall provide information respecting the time charges, costs incurred and disbursements for the application.

4. At any time, the Township may, and upon request in writing by the Applicant, provide the Applicant with an accounting of the time charges, expenses incurred and disbursements claimed by the Township pursuant to this agreement, which are beyond the planning application fee found in Schedule ‘A’ of By-law #2006-02.

5. In the event the Applicant does not agree with any proposed charges, expenses or disbursements, he/she shall immediately notify the Township in writing detailing the complaint. The issue shall thereafter be investigated and resolved before any future work is done in respect to the application. In the event that the Applicant does not question the

amounts proposed within fifteen (15) days of the date of the accounting, the Applicant shall be deemed to have accepted the billing and shall pay the amounts due forthwith.

6. Upon completion, termination or withdrawal of the application, the Township shall prepare and submit a final account to the Applicant. The Township may retain all monies submitted by the Applicant until such time as the final account and payment thereof has been agreed upon by both the Township and the Applicant.

7. Without limiting the foregoing, it is acknowledged and agreed that the amounts payable pursuant to this agreement are payable regardless of whether or not the application is approved or proceeded with by the Township.

8. This agreement shall not be construed as acceptance or approval by the Township of the application and nothing herein shall require or be deemed to require the Township to approve the application.

9. This agreement shall not stand in lieu of or prejudice the rights of the Township to require such further and other agreements in respect of the application that the Township may deem necessary.

10. This agreement, together with the Planning Fees and Charges By-law #2006-02 shall comprise the entire understanding and is not subject to, or in addition to, any other agreements, warranties, or understandings, whether written, oral or implied, by the Applicant. However, as stated in Section 9 of this agreement, the Township, in its sole discretion, may require further agreement(s) be entered into by the Applicant, other than further 'Cost Acknowledgement Agreement(s)'.

**IN WITNESS WHEREOF** the parties hereto have set their corporate seals under the hands of their duty authorized officers.

OWNER OR AUTHORIZED AGENT:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
The Corporation of the Township of Perry  
per:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**Schedule 'C'- By-law #2006-02**

**CORPORATION OF THE TOWNSHIP OF PERRY**

**DEVELOPMENT/ PLANNING APPLICATION PRE-CONSULTATION  
AGREEMENT**

Prior to formal submission of an application, Perry Township policy requires a pre-consultation meeting (no fee) with persons intending to make development/planning applications for Official Plan Amendments, Zoning By-law Amendments including Minor Variances and Holding Zone removals, Site Plan Agreements, and Plans of Subdivision or Condominium.

The purpose of the pre-consultation meeting is to implement the municipal plan review process established by the Provincial government, thus incorporating a review of municipal and provincial concerns under the provisions of the Planning Act at the beginning of the approvals process.

Applicants are strongly encouraged to take the time to have a reasonably detailed site plan or concept sketch available for review during the meeting with Council and/or staff. This will assist all parties in clarifying proposals and identifying/narrowing issues as quickly as possible.

Pre-Consultation Meeting Date: \_\_\_\_\_

Applicant (Owner): \_\_\_\_\_ Agent: \_\_\_\_\_  
(I have authority to bind the Corporation)

Authorized Signature for Incorporated Company: \_\_\_\_\_  
(I have the authority to bind the Corporation)

Site Address: \_\_\_\_\_

Site Area: \_\_\_\_\_

**APPLICATION TYPE** (Check Boxes where applicable):

- Official Plan Amendment
- Zoning By-law Amendment, Minor Variance or Holding Zone Removal
- Site Plan Agreement
- Plan of Subdivision
- Plan of Condominium
  - Standard
  - Common Element
  - Vacant Land

1. Brief description of the proposed development:  
\_\_\_\_\_  
\_\_\_\_\_

2. Perry Township Official Plan designation: \_\_\_\_\_

3. Conformity with Official Plan land use designation? YES \_\_\_\_ NO \_\_\_\_

4. If "NO", what is the nature of the amendment needed? \_\_\_\_\_  
\_\_\_\_\_

5. Fees required:

Official Plan Amendment: \$ \_\_\_\_\_

Site Specific Zoning By-law Amendment: \$ \_\_\_\_\_

Minor Variance: \$ \_\_\_\_\_

Holding Zone Removal: \$ \_\_\_\_\_

Site Plan Agreement: \$ \_\_\_\_\_

Plan of Subdivision: \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
(Township) (Planning Board) (Province)

Plan of Condominium: \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
(Township) (Planning Board) (Province)

\*Note: fees are payable based on the fee schedules in effect on the date the complete application is made. A complete application also requires that a 'Cost Acknowledgement Agreement' be entered into by the Applicant and the Township. Separate cheques will be payable to the Township, the Planning Board and the Province (Ministry of Finance).

6. Additional agencies to be contacted: \_\_\_\_\_  
\_\_\_\_\_

7. Required information (check where applicable)

- Planning justification report (at application\_\_\_\_) (during processing\_\_\_\_)
- Conceptual site plan layout (at application\_\_\_\_) (during processing\_\_\_\_)
- Storm water or functional Drainage report (at application\_\_\_\_) (during processing\_\_\_\_)



- Waste water and sewage report (at application \_\_\_\_ ) (during processing \_\_\_\_ )
- Clean water supply report (at application \_\_\_\_ ) (during processing \_\_\_\_ )
- Hydrogeology study (at application \_\_\_\_ ) (during processing \_\_\_\_ )
- Tree and/or wetlands preservation study (at application \_\_\_\_ ) (during processing \_\_\_\_ )
- Traffic/transportation impact study (at application \_\_\_\_ ) (during processing \_\_\_\_ )
- Top of bank and/or high water demarcation (at application \_\_\_\_ ) (during processing \_\_\_\_ )
- Environmental evaluation report (at application \_\_\_\_ ) (during processing \_\_\_\_ )
- Noise and/or vibration study (at application \_\_\_\_ ) (during processing \_\_\_\_ )
- Land assembly documents (at application \_\_\_\_ ) (during processing \_\_\_\_ )
- Hydro corridor land use application (at application \_\_\_\_ ) (during processing \_\_\_\_ )
- Sensitive land use report (at application \_\_\_\_ ) (during processing \_\_\_\_ )
- Landfill impact study (at application \_\_\_\_ ) (during processing \_\_\_\_ )
- Archaeological report (at application \_\_\_\_ ) (during processing \_\_\_\_ )
- Other (specify) \_\_\_\_\_

Notes

1. It may be determined during the review of the application that additional studies or information will be required, as a result of issues arising during the processing of the application. There may also be financial requirements arising from the application including, but not limited to, park dedications, payment of outstanding property taxes, and costs and work to be borne by the Applicant for road widening(s) or road improvements etc.
2. The purpose of this agreement is to identify the information required to be submitted with this development application plus information anticipated to be required later during the processing of the application.
3. Pre-consultation does not imply or suggest any decision whatsoever on behalf of Perry Township staff or the Corporation of the Township of Perry to either support or refuse the application.
4. This agreement expires 90 days from the date of signing or, after that, at the discretion of the Township Clerk.

5. If in the event this agreement expires prior to the complete application being accepted by the Township of Perry, another agreement may be required at the discretion of the Township Clerk.
6. An application submitted without the information identified in the pre-consultation agreement may be recommended for refusal based upon insufficient information to properly evaluate the application.

ACKNOWLEDGMENT OF PUBLIC INFORMATION:

The Applicant acknowledges that the Township of Perry considers that application forms and all supporting materials, including studies and drawings filed with any application to be public information and to form part of the public record. With the filing of an application, the Applicant consents to the Township of Perry photocopying and releasing the application and any supporting materials either for its own use in processing the application or at the request of a third party, without further notification to or permission from the applicant. The Applicant also hereby states that it has authority to bind its consultants to the terms of this acknowledgement.

_____	_____
Perry Township Clerk	Date

_____	_____
Applicant (or Agent) (I have the Authority to bind the Applicant)	Date

_____	_____
Authorized Signature, Incorporated Company	Date

_____	_____
Witness	Date