

The Corporation of the Township of Brock
By-law Number xx-2025

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 Brock hereby 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 the owner of a property, or the person authorized in writing by the owner, to submit an application;
 - (c) "Clerk" means the Clerk for the Township;
 - (d) "Consultant" includes, but is not limited to, any engineer, surveyor, solicitor or planner;
 - (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;
 - (f) "Director" means the Director of Development Services for the Township;
 - (g) "Township" means the Corporation of the Township of Brock, and for the purposes of this by-law includes the Committee of Adjustment for the Township of Brock;
2. There shall be a fee imposed for the submission and processing of each application submitted to the Township in respect of planning matters, in accordance with the tariff of fees set out in Schedule "A" attached hereto and forming part of this by-law.
3. The applicable fee(s) shall be paid at the time that the application is submitted or as otherwise noted. No application will be considered complete or reviewed until such time as the applicable fees are paid in full.
4. In addition to the fee(s) required pursuant to Section 2 hereof, Consulting Costs may be charged as a fee to the Applicant where the Director in their absolute discretion deems it advisable to retain a consultant(s) to assist in processing the application.

In the event fees are chargeable to the Applicant pursuant to this Section, the Applicant shall pay the fees to the Township based upon invoices provided by the Township.
5. Where Section 5 applies, the Director may at any time, including 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, and the obligations thereunder shall be secured by the posting of a cash security or letter of credit as set out in Schedule "B." The Clerk is authorized to execute such agreement on behalf of and which agreement shall be binding upon the Township.
6. Notwithstanding Sections 2 and 5 of this by-law, where
 - (a) the Township is opposed to any application, and

- (b) the application is appealed to or comes before the Ontario Land Tribunal (OLT), 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 6 shall be limited to the Consulting Costs incurred prior to and including the day upon which Council for the Township makes a decision concerning the subject application.
7. The Director shall, in their absolute discretion, determine whether any application constitutes a “minor” or a “major” application type or revision whenever such terms are used in the tariff of fees contained in the schedules to this by-law.
8. 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.
9. The tariff of fees set out in the schedules attached hereto shall be nonrefundable, except that Township Council or the Committee of Adjustment, as the case may be, may, by resolution, waive or refund, in whole or in part, the applicable fees for any application where in the opinion of Council the strategic objectives of the Township are advanced by reducing or waiving such fees and or the Committee of Adjustment is satisfied it would be unreasonable to require the payment of fees. A request to waive or refund the fees shall be submitted to the Clerk who shall refer the matter to the appropriate body for a decision.
10. The fees are subject to an increase of 2% annually on January 1st, without amendment to this By-law to account for the effects of inflation (rounded to the nearest dollar or cent).
11. 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 force.
12. 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.
13. This by-law shall be known as the “Planning Fees By-Law.”
14. By-law Number 3000-2021, as amended, is hereby repealed in its entirety.
15. This By-law shall come into full force and effect on the date of its passing.

Enacted and Passed this XX day of XX, 2025.

Mayor
Walter Schummer

Deputy CAO/Clerk
Fernando Lamanna

Schedule “A”

Planning Application Fees

Application Type	Fee
Pre-Application Consultation	
Pre-Consultation – Major (Note 1)	\$700
Pre-Consultation – Minor	\$350
Official Plan Amendment (Note 2)	
Major Official Plan Amendment (Note 3)	\$15,000
Minor Official Plan Amendment	\$10,000
Aggregate Pit or Quarry	\$20,000
Zoning By-law Amendment (Note 9)	
Major Zoning By-law Amendment (Note 4)	\$7,500
Minor Zoning By-law Amendment (includes Temporary Use By-law)	\$5,000
Removal of a Holding (H) symbol	\$1,500
Extension to a Temporary Use By-Law	\$1,500
Draft Plan of Subdivision / Condominium	
Residential Subdivision Application	\$15,000
Non-Residential Subdivision Application	\$7,500
Condominium Application Fee	\$10,500
Condominium Conversion	\$5,000
Recirculation of Submission (Note 10)	\$1,000
Revision to Draft Approved Plan of Subdivision / Condominium (Redline Revision)	\$5,000
Extension of Draft Plan Approval	\$1,500
Subdivision / Condo Agreement Preparation (Note 5)	\$2,000
Request to Clear Conditions / Final Approval	\$1,000
Request for Assumption	\$500
Part Lot Control	\$1,200
Part Lot Control Agreement (Note 5)	\$500
Part Lot Control Exemption By-law Extension	\$650
Site Plan Application	
Major Site Plan Application	\$5,000
Minor Site Plan Application (Note 6)	\$2,500
Agricultural-related or On-Farm Diversified Use	\$500
Model Home / Sales Office Review	\$1,000

Recirculation of Submission (Note 10)	\$1,000
Site Plan Amendment	\$1,500
Amendment to Registered Agreement (Note 5)	\$750
Site Plan Exemption Request	\$500
Committee of Adjustment Applications	
Consent Application	\$2,000
Validation of Title, Lease, Easement	\$1,000
Consent Agreement (Note 5)	\$500
Clearing of Conditions	\$250
Stamping of the Deeds	\$750
Deed Re-stamping	\$250
Minor Variance (Notes 7 and 8)	\$1,500
Re-circulation Fees for Committee of Adjustment	\$400
Miscellaneous Fees	
Peer Review (Note 11)	100% of the Township's costs plus a 10% administration fee
Pre-Servicing or Earthworks Agreement (Note 5)	\$1,000
Additional Public Meeting or Public Open House (Note 12)	\$1,000
Cash in lieu of parking (per space)	\$2,000
Release of 0.3m reserve	\$550
Renewable Energy Proposal Review	\$300
Telecommunication Tower Review	\$3,000
Minister's Zoning Order Review	\$1,000
Reactivation of Dormant Application (longer than 1 year)	\$1,000
Street Name Change Request	\$500

Notes

1. Pre-consultation may be considered “major” when external consulting expertise or additional technical expertise are required to attend.
2. Official Plan Amendments include an amendment to the Region of Durham Official Plan (Envision Durham) and/or the Township of Brock Official Plan.
3. The following criteria are to be used for determining what constitutes a Major Official Plan Amendment application:
 - a) New golf courses or expansion to existing golf courses;
 - b) New waste facility or expansion to existing waste facility;
 - c) Commercial development greater than 500 m²;
 - d) A change in land use designation;
 - e) Any application that would require the need to review or manage studies due to the broader policy implications for the Township; and/or
 - f) Any application deemed to be major by the Director.

4. The following criteria are to be used for determining what constitutes a Major Zoning By-law Amendment application:
 - a) Associated with an Official Plan Amendment;
 - b) Associated with an application for proposed Plan of Subdivision or Condominium;
 - c) Application involving multiple properties;
 - d) Any application that requires the review of technical support documents or studies (e.g. Environmental Impact Study, transportation, servicing) and/or
 - e) Any application deemed to be major by the Director.
5. For preparation of any agreement the applicant is required to reimburse the Township for its legal costs. The legal work undertaken will be charged at the legal counsel's hourly rate. Agreement fees do not include the cost of registering the agreement and all related documents (e.g. Transfers, Postponements, or inhibiting orders) in the Land Registry office. The Applicant is responsible for 100% of the Township's legal and registration costs for agreements.
6. The following are criteria for determining what constitutes a Minor Site Plan application:
 - a) An agricultural-related or on-farm diversified use;
 - b) A minor alteration to an existing site plan to revise parking, add a patio, add a storage building, revise signage, add or delete portables, etc.
7. Minor Variance applications for the construction or placement of an accessibility device to provide access to a single-detached/link or townhouse dwelling is exempt from the fee. An "accessibility device" is defined as a device including a ramp that aids persons with physical disabilities in gaining access to a dwelling unit.
8. Where applications for a Consent and Minor Variance are submitted and processed concurrently, a reduction of 50% of the Minor Variance Application Fee shall apply.
9. Where applications for an Official Plan Amendment and Zoning By-law Amendment are submitted and processed concurrently, a reduction of 50% of the Zoning By-law Amendment Fee shall apply. This reduction does not apply to applications for an aggregate pit or quarry.
10. Recirculation fees will be required on the 4th resubmission of application materials that require circulation to external agencies.
11. Peer Review: An Applicant is responsible for 100% of the Township's costs of undertaking a Peer Review of a study/report/plan plus a 10% administrative fee.
12. The following are criteria for determining what constitutes the requirements for an additional Public Meeting or Public Open House:
 - c) Substantial revision(s) to proposal that requires further notice and another public meeting, and/or
 - d) Requested by Council.

General: All fees are inclusive of HST. 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 (see Paragraph 4 of this By-law). All fees shall be increased 2% annually on January 1st, without amendment to this By-law to account for the effects of inflation where applicable (rounded to the nearest dollar).

Schedule “B”
Financial Agreement – Planning Fees By-law

This Agreement made this _____ day of _____, 20__.

Between:

The Corporation of the Township of Brock
(hereinafter called the “Township”)

And

{Insert Applicant Name Here}
(hereinafter called the “Applicant”)

Whereas the Applicant is desirous of developing certain lands more particularly described in Schedule “A” (the “Lands”) attached hereto;

And Whereas the Applicant has submitted an application to the Township pertaining to the land (“Application”);

And Whereas the Applicant has agreed that the fees and disbursements payable by the Township to the Consultant(s) for services rendered in connection with the application (“Consulting Costs”) may be charged to the Applicant;

And Whereas the Applicant has agreed to reimburse the Township for all fees and disbursements incurred by the Township in connection therewith;

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 Applicant agrees to indemnify and save the Township completely harmless with respect to all costs, fees and disbursements incurred by the Township in connection with the processing of the above-noted matters. The Applicant specifically acknowledges and agrees to pay all Consulting Costs. Without limiting the generality of the foregoing, such indemnification shall extend to the following:
 - (a) all Consulting Costs, fees, disbursements and related expenses as a result of services required to be performed for the Township in connection with these matters and any subconsultants required to be retained by them;
 - (b) all legal fees and disbursements as a result of legal services rendered to the Township in connection with these matters;
 - (c) all other fees, disbursements and related expenses incurred by the Township in any way whatsoever in connection with these matters; and
 - (d) all other consultants.

2. The Township may render an account to the Applicant from time to time for Consulting Costs chargeable to the Applicant. The Applicant shall pay promptly any and all accounts rendered by the Township to the Applicant pursuant to any provision of this agreement. All accounts shall be due and payable thirty (30) days after the date the same are rendered. Any question or dispute concerning any account rendered by the Township to the Applicant shall be submitted to the Clerk, in writing, within two weeks of the date on which the account is rendered. If within two weeks of the rendering of any account a question or dispute is received by the Clerk concerning the account, the Clerk shall, at the request of the Applicant, submit the matter to Council for the Township for resolution. The parties agree that any question or dispute concerning the account, including the appropriateness of the amount, the service rendered or any other matter, shall be determined finally by Council for the Township in its sole discretion. If no question is received by the Clerk within the said two-week period, the accounts shall be deemed acceptable to the Applicant and shall be paid by the Applicant in accordance with this agreement. Failure to pay such accounts within thirty (30) days from the date of issue thereof shall result in interest being added thereto at the rate of fifteen (15%) per cent per annum calculated monthly until payment in full has been received.
3. 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 following amounts:
 - (a) \$5,000.00 in the case of a minor zoning application,
 - (b) \$10,000.00 in the case of a major zoning application,
 - (c) \$2,000.00 in the case of a minor site plan approval application,
 - (d) \$5,000.00 in the case of a major site plan approval application,
 - (e) \$10,000.00 in the case of subdivision and condominium applications,
 - (f) \$5,000.00 in all other cases to guarantee the performance of the Applicant's obligations to pay the Consulting Costs.

In the event that an application has been referred and/or appealed to the Ontario Land Tribunal (OLT), and provided that the Township and the Applicant are supportive of the application, the Applicant shall post with the Township a security deposit in cash or by certified cheque or in lieu thereof, by irrevocable letter of credit, of up to \$25,000.00, the amount of which shall be determined by the Clerk, in his or her absolute discretion. In the event that a cash deposit is provided as security, the Township shall have no obligation to invest such money in an interest-bearing vehicle, nor to pay any interest earned by the Township on such monies to the Applicant. If, in the opinion of the Clerk, in the Clerk's absolute discretion, at any time and from time to time, such amounts are insufficient, such amounts shall be increased, and the Applicant shall post such additional sum as may be required as a result of such increase. For the purposes of this section and

Section 4, the Director of Development Services for the Township shall in his or her absolute discretion determine whether any application constitutes a “minor” or “major” planning application.

4. The Applicant 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 Applicant shall be in default of this agreement and all Township staff, including 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 Applicant for any such amount drawn. Any monies drawn pursuant to this paragraph shall be applied towards outstanding accounts and any surplus may be retained by the Township without any obligation on the part of the Township to account to the Applicant for any such surplus. Thereafter, processing of the application will not recommence until the security deposit is replenished in accordance with Section 3.
5. Any letter of credit posted with the Township pursuant to Sections 3 or 4 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 irrevocable standby letter of credit shall be deemed to be automatically extended without amendment for one year from the present or any future expiration date hereof, unless thirty days prior to any such date the bank notifies the Township in writing by registered mail that it elects not to consider the irrevocable standby letter of credit renewed for any such additional period. Upon receipt by the Township of such notice, the Township may thereunder by means of a sight draft(s) accompanied by the Township's written certification that the amounts drawn will be retained and used by it to meet the obligations incurred or to be incurred in connection with the agreement, and further that the Township will release any amount(s) not required by it to the Applicant.
6. Notwithstanding the posting of the security referred to in paragraphs 3 and 5 of this

agreement, the Applicant's obligation to pay the Consulting Costs to the Township 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.

7. Notwithstanding any provisions in this agreement, where the Township refuses or opposes the application and the application is appealed or referred to the OLT for a hearing, the Consulting Costs incurred by the Township following such refusal or opposition may not be charged as a fee to the Applicant. However, nothing herein shall prevent the Township from recovering from the Applicant any Consulting Costs incurred prior to and including the day upon which Council for the Township makes a decision concerning the subject application.
8. The Applicant's obligations pursuant to this agreement shall continue, regardless of whether the Applicant is or remains the owner of the lands. If the Applicant ceases to be the owner of the lands, the Applicant's obligations, pursuant to this agreement may be terminated on delivering written notice to that effect to the Township, in which event such notice shall take effect thirty (30) days from the date of receipt by the Township ("Effective Date of Termination"). Notwithstanding such termination, the Applicant's obligations pursuant to this agreement shall continue in full force and effect until the effective date of termination and thereafter until all obligations incurred by the Applicant pursuant to this agreement to the effective date of termination have been satisfied in full.
9. This agreement shall ensure 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 paragraphs 3, 4 and 5 hereof, notwithstanding any security held for the previous owner.
10. The Applicant agrees that the Township shall be permitted, from time to time, and upon reasonable notice to the Applicant, to enter onto the Lands, at reasonable hours, for the purposes of inspecting the lands.
11. 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 in the presence of	) The Corporation of the Township of Brock
)
Authorized to be executed by By-Law No.)
passed on the day of	) Per: _____
202 .	) Mayor
)
)
	) Per: _____
	) Clerk
)
	) We have the authority to bind the
	) Corporation.
)
	) Per: _____
	) Authorized Signing Officer
)
	) Per: _____
	) Authorized Signing Officer
)
	) We have the authority to bind the
	) Corporation.