

TOWNSHIP OF CENTRE WELLINGTON
DEPOSIT AGREEMENT FORM

(As authorized by Schedule "I" to By-law No. 2013-092)

WHEREAS the Township of Centre Wellington has passed by-law No. 2013-092, Schedule "I" to which establishes a system of deposits and fee collection for certain planning and development applications or services provided by the Township with respect to a planning matter.

AND WHEREAS By-law No. 2013-092 requires that every application or request for services to be provided by the Township requiring a deposit as set out in Schedule "I" to By-law No. 2013-092 (*reproduced for convenience as Schedule "A" to this Agreement*) shall be accompanied by the deposit and a deposit agreement in the form established by the Township from time to time and an application is not considered complete until the required deposit and agreement has been submitted.

NOW THEREFORE the undersigned Applicant acknowledges that it has reviewed and agrees to the following terms and conditions:

1. I/We have filed a planning application with the Township of Centre Wellington, or have otherwise made a request to the Township or another agency or public body that requires the services of the Township; and,
2. I/We have been advised of the deposit required by the Township in accordance with the attached Schedule "A" for service provision and I/We forthwith agree to pay to the Township's Treasurer the required deposit in the amount of:

_____ Dollars (\$ _____ .00)

And that this deposit is in addition to the required fee. The required deposit amount has been determined by the attached Schedule "I" to By-law No. 2013-092.

3. I/We acknowledge and agree that an application or request for service is not complete until the required fee and deposit have been paid and this agreement has been signed. The Township reserves the right to refuse to accept or to further process an application or request for service until such time as both the required fee and deposit have been paid.
4. All monies paid as deposits to the Township are held by the Township in trust until final disposition of the planning application. Applicants shall receive invoices for various expenses incurred by the Township for services provided in the conduct of an application, including but not limited to the following:

Legal services provided by Township Solicitor	At cost + 5%
Engineering services provided by Township's Consulting Engineer's or other specialized consulting services retained by the Township	At cost + 5%
Other Peer Review	At cost + 5%
Newspaper Advertising	At cost
Per diems for Township Council or Committee members to attend meetings.	At cost
Per diems for Township staff to attend meetings outside of regular working hours.	At cost

Any amounts so invoiced shall become due and payable to the Township within **thirty (30)** days of the invoice.

5. Deposit monies shall bear interest at the most advantageous savings account rate of the Township's bank. In the event that an applicant does not pay the application fees and costs provided for in this By-law by its due date, the Township shall pay the amount of the invoice from the applicant's deposit monies. The applicant shall replenish the deposit upon demand by the Township and the Township shall not be obligated to further process the application until such time as the deposit is reinstated to its full amount.
6. Where the Township approves a planning application, and that application is appealed to the Ontario Municipal Board by a party other than the applicant, the Township shall continue to submit invoices to the applicant for the provision of services provided with respect to the application, including the preparation and representation by Township staff or consultants before the Ontario Municipal Board. Failure to pay invoices or maintain the deposit as required may result in the Township's refusal to provide services in support of the application at the Ontario Municipal Board.
7. Where the Township rejects a planning application, and the applicant or any other party appeals the Township's rejection of an application, invoices for services provided in respect

of such application shall continue to be submitted up until the time of submission of the appeal to the Ontario Municipal Board.

8. In the event that the Township provides a service in connection with a planning application for which a fee is to be paid as set out in By-law 2013-092, but such fee is not submitted or collected by the Township prior to the provision of service by the Township, then an invoice shall be submitted by the Township and the provisions of the deposit agreement shall apply to the invoice for service provision.

Name of Applicant	
Address of Applicant	
Invoices to be sent to (Name/Address)	
Dated at the Township of Centre Wellington this day of , 2019	
Signature of Applicant:	

Office Use Only	
Name of Township Official	Signature of Township Official
Date Received	

Important Note:

Applicants are encouraged to engage in preconsultation with the Township prior to the submission of a planning application. Consultation with Township staff prior to the submission of a planning application is not charged to the proponent. However, if the requested preconsultation requires the Township to engage its legal or engineering consultant, or incur any external expenses, a deposit agreement shall be completed and the amount of such deposit shall be \$2,000. Upon submission of an application, any deposit monies that continue to be held by the Township may be applied against the total deposit required in support of a complete planning application or request for services.

SCHEDULE “A” TO DEPOSIT AGREEMENT

TYPE OF APPLICATION	REQUIRED DEPOSIT
Official Plan Amendment	In accordance with Schedule “B”
Zoning By-law Amendment	In accordance with Schedule “B”
Temporary Use Zoning By-law Amendment or Extension Thereof	In accordance with Schedule “B”
Site Plan Approval Requiring A Site Plan Agreement	In accordance with Schedule “B”
Site Plan Approval With No Agreement Required	In accordance with Schedule “B” {Note: Staff May Waive Deposit at their sole discretion if external costs (i.e. consulting fees) are not anticipated}
Amendment to existing Site Plan not requiring an Agreement	\$1,200
Amendment to Site Plan and Site Plan Agreement (Minor – less than 50% expansion to gross floor area)	\$1,200
Amendment to Site Plan and Site Plan Agreement (Major – greater than 50% expansion to gross floor area)	In accordance with Schedule “B”
Development Agreement	\$2,400
Township review of Draft Plan of Subdivision or Condominium Application including preparation of draft approval conditions and Subdivision or Condominium Agreement	In accordance with Schedule “B”
Preconsultation	\$1,200 {Note: Staff May Waive Deposit at their sole discretion if external costs (i.e. consulting fees) are not anticipated}
Any Other Application Not Listed Above Where a Deposit is Required	In accordance with Schedule “B”

SCHEDULE “B” TO DEPOSIT AGREEMENT

Where Schedule “A” requires a deposit determined in accordance with Schedule “B”, the minimum amount of deposit shall be calculated according to the following formula:

- \$2,400.00 If the application relates to land that, if passed, would allow the development of:
 - (A) fewer than six (6) dwelling units, or
 - (B) less than 465 m² (5,005 ft²) of non-residential (i.e. industrial, commercial or institutional) floor area, or
 - (C) a parcel of land containing less than 0.5 hectares (1.2 acres) which will not involve the construction of any buildings or structures requiring a building permit.

- \$6,000.00 If the application relates to land that, if passed, would allow the development of:
 - (A) more than six (6) dwelling units, but fewer than twenty (20) dwelling units, or
 - 1. between 465 m² and 1,860 m² (5,005 ft² and 20,022 ft²) of non-residential (i.e. industrial, commercial or institutional) floor area, or
 - (B) a parcel of land containing more than 0.5 hectares (1.2 acres) but fewer than 5.0 hectares (12.3 acres) which will not involve the construction of any buildings or structures requiring a building permit.

- \$12,000.00 If the application relates to land that, if passed, would allow the development of:
 - (A) more than twenty (20) dwelling units, or
 - (B) more than 1,860 m² (20,022 ft²) of non-residential (i.e. industrial, commercial or institutional) floor area, or
 - (C) a parcel of land containing more than 5.0 hectares (12.3 acres) which will not involve the construction of any buildings or structures requiring a building permit.