



56 Ontario Street, PO Box 533,
Burk's Falls, Ontario, P0A 1C0
705-382-3332

Cost Acknowledgement Agreement

THE CORPORATION OF THE TOWNSHIP OF ARMOUR

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

BETWEEN:

(hereinafter referred to as the "Developer")

- and -

The Corporation of the Township of Armour

(hereinafter referred to as the "Township")

WHEREAS the Developer represents that it is the registered owner of the lands legally described as _____ for which this Agreement is being entered into;

AND WHEREAS the Developer has filed for an application for approval of a:

It is a policy of the Township as expressed in this agreement that any costs beyond the ordinary processing of an application, such as review of specialized planning, legal, engineering, other professional studies, or services provided by the Township on the behalf of the Developer be borne by the Developer;

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

In this Agreement:

"Application" means the application for _____

approval dated _____, 20_____.

"Developer" means the applicant for the approval to which this agreement relates to.

"Expenses" means:

- expenses incurred by the Township while processing the application that are above and beyond the base application fee, including, but not limited to, staff travel expenses, meeting time and second circulations;
- all consultant fees and disbursements relating to the review of the application including, without limiting the generality of the foregoing, specialized planning, legal, engineering, agency review fees or other professional expenses;



- planning, legal or other services and attendance at Ontario Land Tribunal hearings where the application as approved by the Township has been appealed by a third party.
- additional technical support (e.g. peer reviews) required at a Ontario Land Tribunal hearing in an effort to resolve issues and/or reach a settlement with an appellant.

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.

The Developer shall file an initial deposit with the Township along with the application in the amount of \$ _____ which shall be credited to the Developer's account.

- a. It is hereby acknowledged that all costs of processing the application shall be paid for by the Developer. The Developer shall reimburse the Township for all expenses the Township may be put to in respect of the application upon demand.

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 and are not refundable.

- b. At any time, the Township may, and upon request in writing by the Developer, provide the Developer with an accounting of the time changes, expenses incurred and disbursements claimed by the Township to this agreement, which are beyond the applicable planning application fee.

In the event the Developer 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 further work is done in respect of the application. In the event that the Developer does not question the amounts proposed within fifteen (15) days of the date of the accounting, the Developer shall be deemed to have accepted the billing and shall pay the amounts due forthwith.

The Township may, at any time, draw upon the funds on deposit to satisfy amounts due pursuant to this agreement.

In the event that the amount on deposit in the Developer's account falls to less than \$500.00, the Township may cease all work in respect of the application until all arrears are satisfied and a sum sufficient to increase the balance to \$500.00 is deposited with the Township.

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

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

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.

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.

The Developer acknowledges and agrees that the Municipality may, at its sole discretion, retain one or more qualified external consultants to undertake peer review of any studies, reports,



plans, or other materials submitted in support of the application where such review is deemed necessary, and the Developer shall be solely responsible for all costs associated with such peer reviews, including any administrative or processing fees, and shall pay all invoices issued by or on behalf of the Municipality within thirty (30) days of the invoice date

The Municipality may, at its option and without further notice, add any and all unpaid amounts or invoices related to the application or appeal to the tax roll for the subject property and collect it in the same manner as municipal taxes, together with any applicable interest and penalties, in accordance with the Municipality's applicable by-laws and the Municipal Act, 2001, as amended, and the Developer further agrees that payment of all peer review costs is a condition of the Municipality's continued processing, approval, and/or issuance of any permits related to the application.

This Agreement, together with the Township's Tariff of Fees and Charges By-law comprise the whole of the understanding and are not subject to, or in addition to, any other agreements, warranties, or understandings, whether written, oral or implied.

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

Witness

OWNER

AUTHORIZED AGENT

**THE CORPORATION OF THE
TOWNSHIP OF ARMOUR**

Clerk

