

THE CORPORATION OF THE TOWNSHIP OF LAKE OF BAYS
COST ACKNOWLEDGEMENT AGREEMENT

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

B E T W E E N:

Applicant's name(s)

hereinafter referred to as the "Developer"

- and -

The Corporation of the Township of Lake of Bays

hereinafter referred to as the "Township"

WHEREAS the Developer represents that he/she is the registered owner of the lands described in Schedule "A" attached hereto, and which lands are hereinafter referred to as the "lands";

AND WHEREAS the Developer has filed for an application for a (circle one) *consent / rezoning / site plan/amendment to development permit by-law*;

AND WHEREAS it is a policy of the Township that any costs beyond the ordinary processing of an application, such as review of specialized planning, legal, engineering or other professional studies 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 a (circle one) *consent / rezoning / site plan* approval dated _____ with respect to the lands described in Schedule "A" hereto.

"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 basic application fee, including, but not limited to, staff travel expenses, meal allowances, 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 or other professional expenses.

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 Treasurer on or before _____, in the amount of \$ 500.00, which shall be credited to the Developer's account.

(i) 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.

(ii) At any time, the Township may, and upon request in writing by the Developer, shall provide the Developer with an accounting of the time charges, expenses incurred and disbursements claimed by the Township pursuant to this agreement.

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 or deposit in the Developer's account falls to less than \$200.00, the Township may halt all work in respect of the application until all arrears are satisfied and a sum sufficient to increase the balance of \$ 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 disbursements.

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.

This agreement, together with the Township's Fees and Forms bylaws, 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.

DATED at _____ this ____ day of _____, 20__.

WITNESS

Per:

WITNESS

Per:

DATED at Dwight, Ontario this ____ day of _____, 20__.

The Corporation of the Township of Lake of Bays

Per: _____
Mayor

Per: _____
Clerk