

THE CORPORATION OF THE TOWNSHIP OF ADJALA-TOSORONTIO
MAJOR COST ACKNOWLEDGEMENT AGREEMENT

THIS AGREEMENT made in triplicate as of the _____ day of _____

BETWEEN: _____

hereinafter referred to as the **“OWNER”**
OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF ADJALA-TOSORONTIO
hereinafter referred to as the **“TOWNSHIP”**
OF THE SECOND PART

WHEREAS the **OWNER** represents that it 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 **OWNER** proposes to develop the said lands;

AND WHEREAS it is recognized that there are a number of legal, planning and engineering issues to be investigated and resolved which will necessitate much time and effort on the part of both the **OWNER** and the **TOWNSHIP**;

AND WHEREAS the **TOWNSHIP** may find it necessary to engage professional services in consideration of the proposal;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of two (\$2.00) dollars now paid by the **OWNER** to the **TOWNSHIP** (receipt whereof is hereby acknowledged), the parties hereto do hereby agree as follows.

1. In this agreement, “expenses” means:

- (a) reasonable costs specific to the application as incurred by the Township for its solicitor and other consultants for all fees, disbursements and administrative costs;
- (b) disbursements incurred while processing the application by Township employees including but not limiting the generality of the foregoing; travel expenses; meal allowances; long distance telephone calls and photocopying;
- (c) an administration fee of 5% of the disbursements to be added to the Township invoice;
- (d) a late payment charge if the invoice is not paid within 30 days of the date of the invoice at the rate of 1.25% per month or fraction thereof until paid in full;
- (e) such application fees that the **TOWNSHIP** may be put toward in respect to the application; and
- (f) in the event that proceedings are commenced by the Owner or the Township with respect to the development which results in the Owner or Township advocating positions opposed in interest, the Township shall not be entitled to collect such costs or recover expenses from

the Owner in connection therewith from the date of commencement unless so ordered by the tribunal or adjudicator determining the outcome of such proceedings.

2. The **TOWNSHIP** agrees to review the application and will retain such additional planning and engineering consultants as are necessary to properly evaluate the application and provide professional assistance to the municipality as required through any agreement entered into as part of the development process.
3. The **OWNER** shall file an initial deposit with the **TOWNSHIP**, upon execution of this agreement, in the amount of **FIVE THOUSAND (\$5,000.00) DOLLARS** which shall be credited to the **OWNER'S** account.
4. The **OWNER** shall be responsible for and agrees to reimburse the **TOWNSHIP** for all expenses the **TOWNSHIP** may be put to in respect of the application and subsequent development agreements;
5.
 - (a) As expenses are incurred by the **TOWNSHIP**, the **TOWNSHIP** shall pay these expenses and then submits an invoice with an added administration fee of 5% of the disbursements in respect of the same to the **OWNER**.
 - (b) In the event that payment is not received by the **TOWNSHIP** within 30 days from the date of mailing of an invoice, the **TOWNSHIP** shall add a late payment charge at the rate of 1.25% per month or fraction thereof until paid in full;
 - (c) In the event that the invoices remain outstanding for more than 30 days, the **TOWNSHIP** may halt all work in respect of the application until all arrears are satisfied and a sum sufficient to increase the balance to **\$5,000.00** is deposited with the **TOWNSHIP**.
 - (d) The **OWNER** has 30 days from the date of the invoice to appeal the charges whereafter the matter will be considered closed. In the event a dispute arises regarding an invoice, the **OWNER** will be required to pay the invoice within the 30 day period, and resolve the dispute thereafter. The **TOWNSHIP** will reimburse any payment it considers to be warranted in its sole discretion.
 - (e) Any payment not received in due course, may be added as a charge to the tax rolls, in accordance with the Municipal Act.
6. The **OWNER** shall have the right to require the **TOWNSHIP** to provide evidence with respect to breakdowns of figures, costs incurred, time charges and disbursements. In the case of legal expenses, the **OWNER** is entitled to tax such expenses should it wish to do so.
7. Upon completion, termination or withdrawal of the application or subsequent development agreements, the **TOWNSHIP** shall prepare and submit a final account to the **OWNER'S** representative and any balance shall be refunded.
8. This Agreement shall not be construed as acceptance or approval by the **TOWNSHIP** of the proposal.
9. This Agreement shall not stand in lieu of or prejudice the rights of the **TOWNSHIP** to require such further and other agreements of the application that the **TOWNSHIP** may deem necessary.

IN WITNESSETH WHEREOF the parties have here unto set their seals under the hands of their duly authorized officers.

DATED at _____ this _____ day of _____.

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THE CORPORATION OF THE
TOWNSHIP OF ADJALA-TOSORONTIO

Mayor

Clerk

DATED at _____ this _____ day of _____.

_____))
_____)) Per: _____
_____))
_____))
_____))
Witness (Printed below)) Per: _____

COST ACKNOWLEDGEMENT AGREEMENT

SCHEDULE "A"

FORMER TOWNSHIP OF _____

TOWNSHIP LOT: _____

CONCESSION: _____

LOT: _____

PLAN: _____

ROLL NUMBER: _____

BETWEEN: _____

DATED _____