



**THE CORPORATION OF THE TOWN OF ESPAÑOLA
COST ACKNOWLEDGMENT AGREEMENT**

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

BETWEEN:

(hereinafter referred to as the "Developer")

- and -

The Corporation of the Town of Española
(hereinafter referred to as the "Town")

WHEREAS the Developer 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 Developer has filed for an application for approval of a _____;

AND WHEREAS it is a policy of the Town 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 Town on the behalf of the Developer be borne by the Developer;

NOW THEREFORE THIS AGREEMENT WITNESSETH hereby acknowledged, the parties hereto agree as follows:

In this Agreement:

"application" means the application for _____ approval dated _____, 20_____ 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 Town 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 Municipal Board hearings where the application as approved by the Towns has been appealed by a third party.

The Town agrees to process the application and where the Town 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 Town along with the application in the amount of \$500 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 Town for all expenses the Town 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 Town may, and upon request in writing by the Developer, provide the Developer with an accounting of the time charges, expenses incurred and disbursements claimed by the Town pursuant 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 Town 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. In the event that the Developer does not pay the outstanding amounts within a reasonable time, they shall be deemed on the property tax roll.

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

Upon completion, termination or withdrawal of the application, the Town shall prepare and submit a final account to the Developer. The Town may retain the

deposit until such time as the final account and payment thereof has been agreed upon by both the Town and the Developer.

This Agreement shall not be construed as acceptance or approval by the Town of the application and nothing herein shall require or be deemed to require the Town to approve the application.

This Agreement shall not stand in lieu of or prejudice the rights of the Town to require such further and other agreements in respect of the application that the Town may deem necessary.

This Agreement, together with the Town's Planning Services Policy and Tariff of Fees by-laws 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.

OWNER OR AUTHORIZED AGENT:

Witness

Per:

The Corporation of the Town of Espanola

Per:

Clerk / Manager of Planning