

Cost Acknowledgement Agreement

This Agreement made in duplicate this _____ day of _____, 2025.

Between:

The Corporation of the Municipality of Trent Hills

(hereinafter called the “Municipality”)

Party of the first part

– & –

(hereinafter called the “Owner”)

Party of the Second part

Whereas the Owner proposes to amend the Municipality’s Official Plan, amend or vary the Municipality’s Zoning By-law, seek site plan approval and / or to sever and / or subdivide certain lands in the Municipality (herein referred to as “the Application(s)”);

And whereas the Municipality may incur expenses for services or activities which are not covered by the initial fee for the basic processing of the Application(s) as described on Schedule “A” hereto;

And whereas the Municipality has authorized the entering into of this Agreement by the current Fees and Charges By-law being a by-law to establish a tariff of fees for the processing of applications made in respect of planning matters pursuant to Section 69 of the *Planning Act*, as amended;

Now therefore in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, the parties hereto agree as follows:

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1. In consideration of the other provisions of this Agreement, the Director of Planning & Development, or designate, for the Municipality shall instruct such of the Municipality's staff, solicitor, planning, engineering and other consultants as the Director of Planning & Development, or designate, deems necessary or advisable to:
 - a) review on behalf of the Municipality the Application(s) and to undertake such studies, investigations, analysis, research as may be reasonably necessary to properly advise the Municipality, including, without limitation, the provision of written reports and opinions; and
 - b) provide representation / appearances at any and all meetings and / or proceedings relating to the Application(s).
2. The Owner hereby covenants and agrees to reimburse the Municipality forthwith on demand for all expenses whatsoever incurred by the Municipality relating to or arising out of the Application(s).
 - a) In this Agreement, the word "expenses" includes:
 - (i) fees, costs, expenses, and disbursements incurred by or on behalf of the Municipality for services or activities related to or arising out of the Application(s) but not described in Schedule "A" hereto, including but not limited to fees, costs, expenses, and disbursements for items such as: additional Public Hearings / Public Meetings, notices of Public Hearings / Public Meetings, external agency fees, extensions or amendments to Application(s), plans or the conditions of approval, peer reviews, additional studies and / or evaluations, Land Registry documentation, site inspections, meetings, and all attendances and preparation related to any and all appeal(s) to any tribunal and / or court, including without limitation all legal and consultant fees and disbursements.
 - b) For purposes of this Agreement, the Owner acknowledges and agrees that the "processing" of the Application(s) includes any additional Public Hearings / Public Meetings, notices of Public Hearings / Public Meetings, extensions or amendments to Application(s), plans or the conditions of approval, peer reviews, additional studies and/or evaluations, Land Registry documentation, site inspections, meetings, and all representation, attendances and preparation related to any and all appeal(s) to any tribunal and / or court.

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3. The Owner hereby agrees to deposit with the Municipality, at the time of signing this Agreement, an amount of \$_____ payable to the Municipality as an advance on all expenses that may be incurred by the Municipality. The said sum of \$_____ shall hereinafter be referred to as the "Deposit". As accounts, invoices, statements, etc. are received by the Municipality, they shall be paid by the Municipality and the Municipality shall be entitled to deduct the amounts so paid from the Deposit.
- a) The Municipality may then submit to the Owner a statement of all monies paid and the Owner shall pay to the Municipality forthwith a sufficient sum to reinstate the Deposit to the initial sum of \$_____ in order that the full sum of \$_____ is available for subsequent accounts, statements, invoices, etc.
 - b) Alternatively, the Municipality may review the Deposit balance quarterly and the Owner shall pay to the Municipality forthwith a sufficient sum to reinstate the Deposit to the initial sum of \$_____ in order that the full sum of \$_____ is available for subsequent accounts, statements, invoices, etc.

Neither the Deposit nor anything in this Agreement shall limit or be deemed to limit the obligation of the Owner to reimburse the Municipality in full for all expenses incurred by the Municipality.

4. In the event that the Owner fails to reimburse the Municipality within thirty (30) days of demand so as to fully reinstate the Deposit as contemplated by this Agreement, the Municipality's Director of Planning & Development, or designate, may, in his or her sole and absolute discretion, direct municipal staff, planner, solicitor, engineer and any other consultants to cease all work on or relating to the Application(s) and the Municipality shall be entitled to apply the balance of the Deposit towards all outstanding accounts.
5. The Deposit or any portion thereof shall be retained by the Municipality until all accounts, statements, invoices, etc., submitted or to be submitted to the Municipality and relating to the Owner's Application(s) have been paid in full and all matters relating to the Owner's Application(s) have been completed. Upon completion or in the event the Owner indicates that it desires to cease all work relating to the Owner's Application(s), then the balance, if any, of the Deposit shall be returned by the Municipality to the Owner after the payment of all accounts, statements, invoices, etc., submitted or to be submitted to the Municipality and relating to the Owner's Application(s) have been paid in full.

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6. In the event that any matter relating to the Owner's Application(s) is appealed to the Ontario Land Tribunal, other tribunal and / or Court, and the Municipality, in its sole and absolute discretion, determines it necessary or appropriate to attend at the hearing or proceeding to defend Council's decision [whether the decision is to support or refuse the Owner's Application(s)], then in such case the provisions of this Agreement shall also apply to all expenses incurred by the Municipality with respect to such hearing and / or proceeding, including without limitation, legal, planning and engineering costs and disbursements.
7. Interest and municipal administrative fees shall be payable by the Owner to the Municipality on all sums of money payable by the Owner to the Municipality which are not paid in full within thirty (30) days of demand or otherwise satisfied from the Deposit, which interest and municipal administration fees shall be calculated from the date of such demand at the rate established from time to time by the Municipality for overdue accounts. Any and all expenses that may remain unpaid to the Municipality constitute a debt of the Owner to the Municipality. The Owner agrees that the Municipality in its sole and absolute discretion shall be entitled to add such expenses to the tax roll for the property of the Owner and collect them in the same manner as municipal taxes.
8. The failure of the Municipality to insist on strict performance of any of the terms, provisions, covenants or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Municipality may have, and shall not be deemed to be a waiver of any subsequent breach or default of the terms, provisions, covenants and obligations herein contained.
9. The Owner shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this clause may be pleaded as an estoppel against the Owner in any such proceedings.
10. This Agreement shall not be construed as acceptance or approval by the Municipality of the Application(s).
11. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns.

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This Agreement shall ensure to the benefit of and be binding upon each of the parties hereto and its, his or her respective heirs, executors, administrators, successors and assigns.

In Witness Whereof each of the parties hereto has executed this Agreement under seal.

Signed, Sealed and Delivered

In the presence of: **The Corporation of the Municipality of Trent Hills**

Municipal Representative:

Printed Name:

Title:

Name of Applicant/Owner:

Printed Name:

Name of Applicant/Owner:

Printed Name:

Schedule 'A' to Cost Acknowledgement Agreement

Basic Processing of Application(s)

1. File Intake and Acceptance

- ☐ Initial Acceptance and Review of Application For:
 - Completeness of Application
 - Consistency and Conformity with Applicable Policy (Provincial, County, Municipal)
 - Technical Accuracy of Information
- ☐ Notice of Complete/Incomplete Application
 - If Deemed Incomplete, additional information will be required

2. Circulation and Review

- ☐ Prepare Notices for Public and Other Agencies, including:
 - Maps of the Proposal
- ☐ Circulate to Building Department and Public Works Department
- ☐ Circulate to Northumberland County
- ☐ Circulate to Relevant Conservation Authority
- ☐ Circulate to Neighbouring Properties within the Specified Distance
- ☐ Advise public of Public Hearing/Meeting to collect comments

3. Public Hearing / Meeting

- ☐ Preparation and Attendance of Minimum one (1) Public Meeting / Hearing
- ☐ Presentation and Discussion at Council / Committee of Adjustment
- ☐ Follow-up comments with applicant and agencies

4. Council Decision

- ☐ Preparation of a Staff Report to Council
 - Drafting of Relevant By-law (if applicable)
 - Conditions of Approval
- ☐ Council Decision

5. Decision Made

- ☐ Notice of Decision to Applicant and Relevant Agencies
- ☐ Appeal Period
- ☐ Notice of No Appeal
- ☐ Clearing Conditions (if applicable)
- ☐ Final Review, Signing, Registration

6. Misc.; Potential Additional Steps and Expenses

- ☐ Site visit by planner
 - Photos taken of site for staff report (may include aerial drone imagery)
 - Speaking with adjacent landowners
- ☐ Legal fees
 - Searching the Ontario Land Registry
 - Registration of Application Related Documents
 - Professional / Legal Review of Application (if applicable)