

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

COST RECOVERY AGREEMENT

BETWEEN:

(hereinafter referred to as "the Applicant")

AND

THE CORPORATION OF THE TOWN OF BRACEBRIDGE
(hereinafter referred to as "the Corporation")

WHEREAS the Applicant has made application to the Corporation for planning approval necessary to develop the lands described in Schedule "A" (the "Lands");

AND WHEREAS the Applicant is the owner of the lands or has the consent of the owner of such lands to make such application;

AND WHEREAS the Corporation may, at its sole discretion, find it necessary to engage professional planning, engineering, legal or other services in reviewing the application;

NOW THEREFORE in consideration of the sum of \$5 paid by the Corporation to the Applicant and in further consideration of the Corporation reviewing such application and incurring costs in so doing (the sufficiency of which is acknowledged by the Applicant), the parties agree as follows:

1. This Agreement shall not be construed as the Corporation's acceptance or approval of the application.
2. The Corporation agrees to review the application and may retain such additional planning, engineering, environmental, legal and/or other consultants as are deemed necessary by the Corporation to thoroughly evaluate the application. Save and except for the legal services retainer disclosed in paragraph 3 below, prior to retaining such additional consultants, the Corporation shall advise the Applicant of its intention to do so and shall advise the Applicant as to the proposed purpose of such retainer, the proposed consultant, the proposed terms of reference and the proposed estimated costs.
3. The Applicant may make submissions to the Corporation with respect to the foregoing information within seven (7) days of receipt of same. The Corporation shall consider such submissions in good faith, but shall retain its sole discretion with respect to such retainer. The Applicant shall be entitled to the provision of final reports submitted by such consultants but not to draft, or communications which would otherwise be privileged. The Applicant agrees that with respect to legal consultants all such work shall be solicitor-client privilege to which it has no access.
4. The Corporation hereby notifies the Applicant that it intends to retain the law firm of Bugar, Rowe PC to provide legal services relating to the preparation and execution of an agreement contemplated by the Planning Act.
5. The Applicant shall pay all reasonable costs specific to the application as incurred by the Corporation for its solicitor (on complete indemnity basis) and other consultants and its administrative costs (application fees authorized pursuant to the Corporation's Fees By-law) as amended from time to time prior to the date of this agreement in respect of the application, including interest on arrears if incurred as the result of delay in payment by the Applicant. Notwithstanding the foregoing, in the event proceedings are commenced by the Applicant or the Corporation with respect to the application which results in the Applicant or the Corporation advocating positions which are opposed in interest, the Corporation shall not be entitled to collect such costs or recover expenses from the Applicant in connection therewith from the date of commencement unless so ordered by the tribunal or adjudicator determining the outcome of such proceedings.

6. The Applicant shall, upon being notified from time to time, deposit sufficient funds with the Corporation to cover the estimated expenses including all consulting fees and disbursements. In default of such deposits being made, the Corporation may refuse to continue to process the application, refuse to execute any agreement required as a condition of development approval or take such legal action against the Applicant as it deems necessary.
7. The Corporation upon completion, termination, withdrawal of the application, or the filing of proceedings being commenced as contemplated in Paragraph 5 above whereby the Applicant and the Corporation are advocating positions which are opposed in interest, shall prepare and submit a final statement of account to the Applicant, including copies of all invoices submitted to it by its consultants. Surplus funds held by the Corporation shall be returned to the Applicant within sixty (60) days of such completion, termination or withdrawal. Surplus funds shall not be returned to any mortgagee or subsequent owner of the property referred to in the application except on the written direction of the Applicant or pursuant to a Court Order.
8. This Agreement shall not stand in lieu of or prejudice the rights of the Corporation to require such further and other agreements permitted by provincial or federal legislation in respect of any application that the Corporation may deem necessary.
9. The Agreement constitutes the entire agreement of the parties to date with respect to the payment of the Corporation's costs for professional planning, engineering, legal or other services required in consideration of the application. Any subsequent agreement which includes a provision relating to costs incurred by the Corporation shall be deemed to be supplementary to this agreement and shall not supersede this agreement.
10. This Agreement shall be effective from the earlier of the date of this agreement and the date of the application referred to herein was submitted to the Corporation.
11. The persons signing this Agreement on behalf of the parties warrant that each person who signs this Agreement is authorized to represent that party and to bind it in this Agreement.
12. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.
13. Should any provision or any part of any provision of this Agreement be declared null, void or inoperative, the remainder of the Agreement shall remain in full force and effect and shall be interpreted as a complete entity.
14. The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
15. Any notice required pursuant to this Agreement shall be in writing and delivered personally, by confirmed facsimile transmissions ("fax") or sent by registered mail to the following addresses:

The Applicant:

Mailing Address: _____

 Delivery Address: _____

 Fax Number: _____
 Attention: _____

The Corporation: The Corporation of the Town of Bracebridge
 Development Services Department
 Attention: Kim Horigan, Director of Development Services
 1000 Taylor Court
 Bracebridge, ON P1L 1R6
 (705) 645 5264 Fax (705) 645 4209

Or to such other addresses with of the Parties may indicate in writing to the other.

Any notice given in accordance with this shall be deemed to have been received:

- (i) upon delivery, if delivered personally;
- (ii) at the time of transmission if sent by fax between 8:30 am and 4:30 pm EST, or, if sent before or after such times, on the next business day; or
- (iii) on the fifth day after posting, if sent by registered mail, provided that if such day is a Saturday, Sunday or holiday, on the next business day thereafter.

APPLICANT

**THE CORPORATION OF THE TOWN OF
BRACEBRIDGE**

Per: _____
Name: _____
Title: _____
Date: _____

Per: _____
Name: _____
Title: _____
Date: _____

I/We have authority to bind the corporation

I have authority to bind the Corporation

SCHEDULE A

**COST RECOVERY AGREEMENT
LEGAL DESCRIPTION
AND
MUNICIPAL ADDRESS**

LEGAL DESCRIPTION:

MUNICIPAL ADDRESS:
