



Town of Collingwood

Planning Services

Phone: 705-445-1030

Email: planning@collingwood.ca

ADDITIONAL COSTS DEPOSIT AGREEMENT

BETWEEN

(the “Landowner”)

and –

The Corporation of the Town of Collingwood (the “Town”)

WHEREAS:

- The Landowner owns the lands described in the attached Schedule A (the “Lands”);
- The Landowner (or authorized agent) has submitted application(s) under the *Planning Act*, R.S.O. 1990, c.P.13 (the “**Planning Act**”) in relation to the Lands;
- The Town’s standard Application Fees cover only basic Processing Activities of Applications under the Planning Act;
- Additional Costs may be incurred by the Town for legal, planning, engineering, environmental, or other expertise needed to evaluate the Application;
- The Town may, at its sole discretion and acting reasonably, retain internal or external professionals to assist with such evaluation.

NOW THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

A. DEFINITIONS

1. In this Agreement the following terms have the meanings set out below:
 - **Application:** Any application(s) filed with the Town for the Lands under the Planning Act.
 - **Application Fees:** Fees paid by the landowner at the submission of any Application to cover baseline Processing Activities. (Refer to current [Fees and Service Charges](#).)
 - **Additional Costs:** Any costs exceeding the Application Fees, including, without limitation, the costs associated with the items listed in Schedule B attached hereto.

- **Consultant:** Any professional (legal, planning, engineering, etc.) retained by the Town to assist with the review of an Application.
 - **Deposit:** The Additional Costs deposit paid by the landowner as set in the current Fees and Services Charges.
 - **Parties:** Means both the Landowner and the Town.
 - **Processing Activities:** All actions necessary to process the Application under the Planning Act.
-

B. TOWN'S ROLE

2. The Town will process the Application in accordance with applicable law and may retain Consultants as needed, as determined by the Town in its sole discretion acting reasonably.
 3. The entering into of this Agreement and the payment of the Deposit does not guarantee any Application will be approved by the Town. The Landowner acknowledges that the Town, as approval authority, cannot commit itself to any outcome.
-

C. ADDITIONAL COSTS AND DEPOSIT

4. The Landowner shall pay the required Deposit upon submission of any Application as part of a Complete Application. The Landowners acknowledges that the Deposit:
 - is separate from Application Fees;
 - does not earn interest; and
 - must be replenished by the Landowner as may be directed by the Town from time to time.
5. The Town may draw from the Deposit to cover Additional Costs incurred by the Town.
 - Upon written request from the Landowner, the Town shall provide an accounting of incurred Additional Costs.
 - In the event the Landowner disputes any Additional Costs incurred by the Town and paid from the Deposit, the Landowner must raise this dispute in writing to the Town within **5 business days** of receipt of the Town's accounting of incurred Additional Costs. The Parties shall thereafter work together, in good faith, to try to resolve the dispute.

- The Town may suspend Processing Activities if the Deposit falls below 25% of the original deposit amount or the account is not replenished within **30 business days** of notice of top-up requirement.
 - Upon an Application being completed or closed (i.e. post approval, refusal, withdrawal, change of ownership), any unused Deposit or remaining amounts thereof shall be returned to the Landowner. The Town shall use commercially reasonable efforts to locate the Landowner to return such amounts. Any amount that is unclaimed after one year of the Town's first efforts to contact the Landowner shall be deemed to be abandoned by the Landowner and shall be transferred into the Town's general revenues.
6. Prior to retaining any Consultant (excluding legal counsel), the Town shall notify the Landowner of the intent, purpose, proposed Consultant, terms of reference, and estimated cost.
 7. The Town will advise the Landowner if additional staff time is required for matters not covered under the Application Fees (e.g. additional public meetings).
-

D. AMENDMENT OR WITHDRAWAL

8. If the Application is amended or withdrawn:
 - The Landowner must notify the Town immediately.
 - The Town will assess whether a new or revised Application is required.
 - New or revised Application Fees and/or Deposits may be required.
 - In the case of a new Application, any unused Deposit shall be refunded to the Landowner.
-

E. SALE OR TRANSFER OF LANDS

9. On sale or transfer of the Lands:
 - The new owner must confirm intent to proceed, amend, or withdraw the Application.
 - This Agreement terminates.
 - The Town shall not resume Processing Activities until the new owner enters a new Additional Costs Deposit Agreement and pays a new Deposit.

- Any unused Deposit or remaining amounts shall be returned to the Landowner. For clarification, no Deposit or part thereof shall be paid by the Town to any mortgagee or purchaser of the Lands without written direction by the Landowner.
-

F. ONTARIO LAND TRIBUNAL (OLT)

10. If an Application is appealed to the OLT and the Town **supports** the application or a settlement, **all Town-related costs** (e.g., staff, consultant, legal) are Additional Costs.
 11. If the Town **opposes** the Application, such costs shall **not** be charged to the Landowner, unless ordered otherwise by the OLT.
 12. Sections 10 and 11 apply to all appeals, including non-decisions or refusals.
-

G. GENERAL TERMS

13. This is the full agreement between the parties regarding Additional Costs. Future cost-related agreements will supplement, not override, this Agreement.
14. Signatories warrant authority to bind their respective Parties.
15. This Agreement binds and benefits the Parties and their successors/assigns.
16. If any provision is invalid, the remainder shall remain effective.
17. This Agreement is governed by the laws of the Province of Ontario.
18. This Agreement may be signed in counterparts and transmitted electronically.
19. Notices must be in writing and delivered personally by email, or registered mail to the addresses provided by each party.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement:

Landowner

Signature: _____

Name (print name): _____

Title: _____

Dated (Month Day, Year): _____

The Corporation of the Town of Collingwood

Signature: _____

Name (print name): _____

Title: _____

Date Executed (Month Day, Year): _____

Schedule A: Legal Description of the Lands

Schedule B: Additional Costs

Additional Costs include, without limitation, the following:

- All Consultant fees, legal costs, additional staff time, hearing preparation, etc. not covered by Application Fees;
- OLT-related costs if the Application is supported by the Town;
- Taxes (e.g., HST);
- Disbursements or travel expenses beyond basic Processing Activities