## CORPORATION OF THE TOWNSHIP OF PRINCE

## BY-LAW NO. 2007 - 7

Being a by-law to authorize execution by the Reeve and CAO/Administrator of an encroachment agreement between the municipality and William Squibb & Associates

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

- 1. THAT the Administrator is and she is hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and William Squibb & Associates, which Agreement is attached hereto as Schedule "A".
- 2. **SCHEDULE "A"** Schedule "A" forms part of this by-law.

PASSED in open Council this 8th day of May, 2007.

Reeve Reeve

CAO/Administrator



SCHEDULE "A" TO BY-LAW 2007-7

## AGREEMENT

William Squibb & Associates - First Nations Tax Recovery Division

(hereafter referred to as "Consultant")

## and Township of Prince

(hereafter referred to as "Client")

William Squibb & Associates Ltd. agrees to review the books and records of the "Client" to ascertain if any legal recoveries of:

(1) Goods and Services Tax;

(2) Other Commodity Tax related issues;

can be obtained, to present all documents necessary to obtain such recoveries and to represent the "Client" with the appropriate authorities in the areas listed above concerning such claims.

If no recoveries can legally be made, there will be no charge to the "Client" for time and expenses incurred by the "Consultant".

Fee for this review ......35%

When any tax related recoveries or adjustments benefiting the "Client" have been obtained as a result of actions initiated by the "Consultant" and agreed to by the "Client", the "Client" agrees to pay the "Consultant" a percentage fee (as Indicated above) of all moneys recovered / received, including interest received plus applicable taxes, respecting:

(1) Goods and Services Tax;

(2) Other Commodity Tax related issues;

The above fee is due and payable upon presentation of cheques or other tax related recoveries or adjustments benefiting the "Client" resultant from the "Consultant's" action(s). This agreement pertains to historic records only.

In the event of a reassessment by a taxing authority of savings obtained by the "Consultant", the "Consultant" agrees, after due investigation, to return the fee pertaining to said reassessment to the "Client".

The terms of this contract, including knowledge of issues resulting in refunds as a consequence of services provided by the "Consultant", shall be kept in confidence between both signing parties. Any information obtained by the "Consultant" regarding customers of the "Client" shall be kept strictly confidential between both parties.

Claudine Darveau

for William Squibb & Associates

Marketing Manager, Tax Division

May 1, 2007

WSA#02445

3139 St. Catherines St., Vancouver BC V5T 3Z3