

AGREEMENT BETWEEN

_____, **AND**
THE CORPORATION OF THE COUNTY OF PETERBOROUGH

THIS AGREEMENT made in duplicate this ____ day of _____ 201__

B E T W E E N :

hereinafter called the "APPLICANT"
OF THE FIRST PART

AND

THE CORPORATION OF THE COUNTY OF PETERBOROUGH

hereinafter called the "CORPORATION"
OF THE SECOND PART

WHEREAS the Applicant has submitted development application(s) for processing (ie. plan of subdivision; plan of condominium; County Official Plan amendment; Consent; Township Official Plan Amendment) and supporting studies to the Corporation for approval, and;

WHEREAS the Corporation by virtue thereof will require the assistance of the County's peer review consultants and/or County Public Works Technical staff and/or Solicitor and other professional advisors, where required, to provide input and advice to the Corporation with respect to the development proposal and related studies, and;

Whereas costs including advertising of Planning Act Notices are to be recovered from the Applicant;

NOW THEREFORE BE IT RESOLVED that in consideration of mutual covenants hereinafter set out, the parties hereto agree as follows:

1. The Applicant represents and warrants that they are proposing development approvals on the lands hereinafter described on Schedule "A" attached hereto. The Applicant represents and warrants that it is intended that the proposal shall closely approximate the application as attached in Schedule "B" attached hereto.
2. The parties hereto acknowledge that the proposal indicated on Schedule "B" hereto may not be the final version herein and that amendments may be required thereto as the process proceeds.
3. The Applicant covenants and agrees to pay the Corporation the administration fee of (\$565.00) Five Hundred and Sixty-Five Dollars (HST included) at the time of signature of the Agreement. The fee is required for the purpose of the administrative processing of the agreement by the administrative, planning and finance staff of the Corporation.

PEER REVIEW AND PLANNING REIMBURSEMENT AGREEMENT

4. The Applicant covenants and agrees to pay the Corporation all related costs for professional and technical help and advertising of Notices incurred by the Corporation. Without limiting the generality of the foregoing, the Applicant covenants and agrees to an immediate security deposit as appropriate using the following:

Type of Application	Deposit	Required (X)
Plan of Subdivision or condominium with or without an Official Plan Amendment	\$10,000	
Official Plan Amendment	\$ 7,500	
Consent	\$ 3,500	
Other (<i>provide details</i>): Review of Hydrogeological report	\$ 3,000	

At any time that the balance of the Deposit falls below \$2,000.00, sufficient funds to increase the balance of the Deposit to at least \$5,000.00 for cases involving Subdivisions, Condominiums or Official Plan Amendments shall be deposited with the Corporation. In this regard, the Corporation shall produce to the Applicant invoices that have been paid together with the request that the deposit be established to least \$5000. Should the Deposit at any time fall below \$0.00, the file(s) shall be held in abeyance by the County and no further action will occur until sufficient funds are deposited by the Applicant to return the Deposit to the \$5,000.00 level. Notwithstanding the above and depending upon the circumstances, the Applicant may only be required to submit a deposit to cover any outstanding or anticipated costs.

5. The Applicant covenants and agrees to submit to the Corporation's professional advisors where applicable, all necessary plans, documents and specifications requested by them on behalf of the Corporation for the services and requirements of the Corporation. All such submissions must meet the approval of the Corporation's professional advisors. It is understood and agreed that the design/study criteria related to services shall be as specified by the Corporation and/or their representatives.
6. The Applicant covenants and agrees not to commence the construction of services within the Development area, and that no topsoil will be removed or be permitted to be removed from the Development area, as described on Schedule "A" attached hereto, unless specific permission has been given by the Corporation.
7. Any monies remaining in the Deposit will be released to the Applicant after a formal decision on the application(s) had been made by the Corporation.
8. Deposit amounts may be reduced if, in the opinion of the Director of Planning or Manager of Planning for the County, that the nature of the planning application and required study review warrants such reduction. Deposits may also be set at the discretion of the Director or Manager if no applications are required but a review of information or studies is still required.
9. This Agreement and everything herein contained shall inure to the benefit of and be binding upon the Applicant and the Corporation, their heirs, executors, administrators, successors and assigns.

AGREEMENT BETWEEN

_____, **AND**
THE CORPORATION OF THE COUNTY OF PETERBOROUGH

IN WITNESS WHEREOF the Applicant has hereunto set his hand and seal or, in the alternative, has caused its corporate seal to be affixed hereto attested by the signatures of its proper signing officers in this behalf.

IN WITNESS WHEREOF on behalf of the Corporation of the County of Peterborough by the signature of the Director of Planning or Manager of Planning.

SIGNED, SEALED AND DELIVERED) APPLICANT
) Per:
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)
)
)
)
)
)
) I have authority to bind the Corporation (where
) applicable)
)
)
)
)
) THE CORPORATION OF THE COUNTY OF
) PETERBOROUGH
)
)
)
)
) Name:
) Title:

PEER REVIEW AND PLANNING REIMBURSEMENT AGREEMENT

SCHEDULE "A"

DESCRIPTION OF THE SUBJECT PROPERTY

PEER REVIEW AND PLANNING REIMBURSEMENT AGREEMENT

SCHEDULE "B"

**PLANNING ACT APPLICATION(S)
(ATTACH COPIES)**