

# **PEER REVIEW REIMBURSEMENT AGREEMENT**

THIS AGREEMENT made in duplicate this \_\_\_\_ day of \_\_\_\_\_ 200\_\_

B E T W E E N :

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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) (ie. plan of subdivision; plan of condominium; County Official Plan amendment; 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 Solicitor and perhaps other professional advisors to provide input and advice to the Corporation with respect to the development proposal and related studies.

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 (\$500.00) Five Hundred Dollars 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.

**AGREEMENT BETWEEN**

\_\_\_\_\_, **AND**  
**THE CORPORATION OF THE COUNTY OF PETERBOROUGH**

4. The Applicant covenants and agrees to pay the Corporation all related costs for professional help incurred by the Corporation. Without limiting the generality of the foregoing, the Applicant covenants and agrees to an immediate security deposit of Five Thousand Dollars (\$5,000.00) against the anticipated costs (hereinafter referred to as the "Deposit"). At any time that the balance of the Deposit falls below \$2,000.00, and upon request of the Treasurer, sufficient funds to increase the balance of the Deposit to \$5,000.00 shall be deposited with the Corporation. In this regard, the Corporation shall produce to the Applicant invoices that have been paid with the request that the amount of these invoices be matched by the Applicant forthwith. 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.
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. 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.



**PEER REVIEW REIMBURSEMENT AGREEMENT**

**SCHEDULE "A"**

**DESCRIPTION OF THE SUBJECT PROPERTY**

**PEER REVIEW REIMBURSEMENT AGREEMENT**

**SCHEDULE "B"**

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