



CLEARVIEW

## REPORT TO COUNCIL

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**REPORT NUMBER:** PW-041-2021  
**DEPARTMENT:** Public Works  
**MEETING DATE:** December 13, 2021  
**SUBJECT:** Stayner Water Supply Financing

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### RECOMMENDATION:

Be It Resolved, that Council of the Township of Clearview hereby:

- 1) Receive Report PW-041-2021 Stayner Water Supply Financing dated December 13, 2021; and,
- 2) That the CAO and Director of Public Works be given authority to finalize the draft DCA Early Payment Agreement attached as Schedule 1 to this report subject to such amendments as may be approved by Staff, Financial Consultants and the Township Solicitor; and,
- 3) That By-laws for these agreements and recovery of capital costs for Stayner water supply be presented to Council for final approval in early 2022.

### BACKGROUND:

A water supply expansion is needed to accommodate development in Stayner. On August 27, 2020, after a presentation from Watson and Associates, Council directed staff to to work with the municipal solicitor, financial advisors and the Stayner development community and return to council with agreements to fund Stayner water supply infrastructure for Council's consideration.

Watson and Associates have led financing negotiations with the Stayner development community. The attached draft agreement was written through coordination with Watson and Associates, RJ Burnside, Clearview staff, and the Township Solicitor. The draft agreement has been provided to the development community for review and comment.

**COMMENTS AND ANALYSIS:**

Staff would like to have the agreements finalized and back to Council for approval in January. Having the agreements finalized early in the new year will allow the project to be put out to tender early Spring.

**CLEARVIEW STRATEGIC PLAN:**

- 3.1 Focus on infrastructure improvement projects and initiatives across the Township.

**COMMUNICATION PLAN:** N/A

**FINANCIAL IMPACT:** N/A

**REPORT SCHEDULES:**

- 1) Draft Agreement

**PREPARED BY:**

Mike Rawn, C.E.T., Director of Public Works

**REVIEWED BY:**

John Ferguson, C.A.O.

Schedule 1

TOWNSHIP OF CLEARVIEW

DEVELOPMENT CHARGE EARLY PAYMENT AGREEMENT FOR ALLOCATION OF EXISTING & FUTURE WATER SERVICING CAPACITY

THIS AGREEMENT is dated and effective as of December \_\_\_\_\_, 2021.

B E T W E E N:

\*

(hereinafter referred to as the "Developer")

and

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

(hereinafter referred to as the "Township")

RECITALS:

- A. All capitalized terms in these recitals shall have the meanings set out in the latter sections of this Agreement unless specifically defined within the recitals.
- B. The Developer owns and intends to develop the lands more particularly described in Schedule "A" to this Agreement (the "Developer's Lands"), being lands located in the Primary Urban Settlement Area of Stayner ("Stayner") and identified as the \* subdivision and which the Developer may proceed to develop in phases (a "Phase").
- C. The Township, with the assistance of its consultant engineer, R.J. Burnside, has determined that it has limited existing water servicing capacity (the "Existing Capacity") for Stayner and that a new source of water servicing capacity for the municipal supply of water for future development must be secured (the "Future Capacity").
- D. After studying available options, the Township has determined that development of a new well field and watermain connection from the well field site located north east of Stayner near Klondike Road to supply water to Stayner is the most viable option for the Future Capacity.
- E. The estimated costs for development of the Future Capacity and its delivery to Stayner along with other water supply improvement works (the "Works") are contained in a Development Charge Background Study (the "DC Background Study") as hereinafter defined.
- F. The Developer wishes to secure an immediate allocation of Existing Capacity and/or Future Capacity as provided in this Agreement to provide water servicing to the Developer's Lands and has agreed to prepay the applicable water servicing component of Development Charges payable for the allocation of that capacity as provided in this Agreement (the "Capacity Allocation") in order to assist the Township with its cash flow requirements associated with the development of the Future Capacity and which will provide water servicing capacity from the Existing Capacity and/or Future Capacity as provided in this Agreement for the development of the Developer's Lands (the "DC Prepayment Contribution").
- G. The Developer acknowledges that the Capacity Allocation being made by the Township to the Developer is contingent on the Developer obtaining final approval of its plan of subdivision in relation to the Developer's Lands or a Phase to which the Capacity Allocation is to be applied, the remittance of any additional Development Charges that are owing at the time the plan of subdivision for the Developer's Lands or a Phase is registered and the Developer having paid to the Township the DC Prepayment.
- H. The DC Pre-payment being provided by the Developer, in conjunction with DC Pre-payment being provided by other developers within Stayner, is to be utilized by the Township to provide cash-flowed funding for the Works in accordance with the terms of this Agreement.

## Schedule 1

- I. The Township has agreed to fully credit the Developer for the DC Pre-prepayment being made in relation to the Capacity Allocation in the form of SDE Units, as hereinafter defined, pursuant to the terms of this Agreement as SDE Units become available as more particularly set out in Schedule “B”.
- J. Section 27 of the *Development Charges Act*, S.O., 1997, c. 27 (the “DC Act”) and Section 3.16 of the DC By-law authorize the Township to enter into an agreement for the purpose of the early payment of Development Charges.
- K. Provided the Developer has made the total DC Pre-payment required pursuant to this Agreement, the Township shall grant the Capacity Allocation made pursuant to this Agreement to the Developer and shall reserve an allocation of water servicing capacity in the Future Capacity for the benefit of all of the residential units and, where applicable, non-residential uses contained within the Developer’s Lands in accordance with the terms of this Agreement in the amount set out in Schedule “B” as adjusted in accordance with SDE Equivalency Conversion Table set out in Schedule “B-1”, where applicable.
- L. The anticipated completion date of the Future Capacity is estimated to be during the first quarter of 2024. Completion will, however, be subject to the progress of construction, weather and site conditions and other factors which may affect the anticipated completion date including funding requirements for completion of the entire project. The Township shall use reasonable and best efforts to complete the Future Capacity Supply in as timely a manner as possible.

THE PARTIES AGREE as follows:

### Article 1 DEFINITIONS

#### 1.1 Definitions

In this Agreement and the attached Schedules, the words and expressions listed in this Article shall have the meanings set out below.

- (a) **“Agreement”** means this Agreement between the Developer and the Township, including all Schedules attached hereto.
- (b) **“Building Permit”** means a permit issued by the Chief Building Official of the Township, pursuant to Section 8 of the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended.
- (c) **“Business Day”** means any day other than a Saturday, Sunday, holiday or any other day on which the Township’s offices are not open to the public.
- (d) **“Capacity Allocation”** means the allocation of Existing Capacity and Future Capacity as more particularly set out in Schedule “B”.
- (e) **“Developer’s Lands”** shall have the meaning as set out in Recital B.
- (f) **“Development Charges”** means development charges imposed under the DC By-law pursuant to the DC Act (but does not include any other exigible development charges for other levels of government or educational bodies).
- (g) **“DC Act”** means the *Development Charges Act*, S.O., 1997, c. 27.
- (h) **“DC Background Study”** means and includes the following:
  - 1. 2019 DC Background Study (“Report”)
  - 2. 2021 DC Update Study (“Final Report”)
  - 3. 2021 DC Addendum to the 2021 DC Update Study (“Addendum Report – rev”)

## Schedule 1

- (i) **“DC By-law”** **“DC By-law”** means development charge By-law No. 19-36, as amended, that was enacted by the Township in accordance with the DC Act and any successor development charge by-law.
- (j) **“DC Credit”** means a Development Charge credit in respect of the Water Supply Component of the DC By-law given by the Township pursuant to the DC By-law in accordance with this Agreement, in the amounts provided in Schedule “B”.
- (k) **“DC Pre-payments”** means the early payment of Development Charges to be made by the Developer to the Township in respect of the Works as set out in the DC By-law as provided in Schedule “B”.
- (l) **“DC Rate”** means the Development Charge applicable to a Unit based on the DC Schedule and, for greater clarity, for purposes of the Water Supply Component of the DC By-law, shall be the rate of Development Charges for 2019 as updated.
- (m) **“Existing Capacity”** means water supply capacity that presently exists in the Township’s water supply system for the Stayner community consisting of 450 total SDE units available for allocation is more particularly provided in this Agreement.
- (n) **“Future Capacity”** means the water supply capacity that will be added to the Township’s water supply system upon completion, acceptance and commissioning of the Works by the Township.
- (o) **“SDE Unit”** means a Unit equivalent to a single detached residential dwelling unit as defined in the DC By-law and further referred to in Schedule “B” and “B-1”.
- (p) **“Treasurer”** means the Township’s Director of Finance or his or her designate.
- (q) **“Unit”** means a residential unit, including without limitation, single detached, semi-detached, row or other multiples and/or apartments or a non-residential use within the Developer’s Lands.
- (r) **“Works”** means the Stayner water capacity improvement project for development of the Future Capacity and other water supply capacity improvement works associated with improvements to water supply within Stayner (as more particularly set out and detailed in Schedule “C”)

### 1.2 Schedules

The following Schedules referred to in this Agreement shall be deemed to form part hereof:

Schedule “A”	Legal Description of Developer’s Lands
Schedule “B”	Existing Capacity & Future Capacity Allocation of SDE Units, DC Pre-payments and DC Credit Conversion Rate
Schedule “B-1”	SDE Equivalency Calculation Conversion Table
Schedule “B-2”	Cash Flow Payment Allocation Table
Schedule “C”	Description of the Works

## Article 2 PURPOSE OF AGREEMENT

### 2.1 Acknowledgements

The DC Pre-payment is being provided by the Developer for the purpose of assisting the Township in funding the cost of the Works as more particularly described in Schedule “C” for development of the Future Capacity. The Developer acknowledges that the Works are required for the development of land located in Stayner which includes all of the Developer’s Lands.

## Schedule 1

### Article 3 PRE-PAYMENTS AND DC CREDITS AND DEVELOPER PEER REVIEW

#### 3.1 Delivery of Pre-payments

Upon the execution of this Agreement, the Developer agrees to remit to the Township its portion of the DC Pre-payment as identified in Schedule "B" in accordance with the Cash Flow Payment Allocation Table set out in Schedule "B-2". The DC Pre-payment shall be made by delivery of a bank draft or certified cheque drawn from or by electronic fund transfer made through an Ontario Branch of a Schedule One Canadian Chartered Bank.

#### 3.2 Pre-Payment Default, Notice & Remedy

The parties acknowledge that other owners of development lands in the Township will enter into agreements that are similar to this Agreement to address the DC Pre-payment required to assist the Township in payment for the cost of the Works (the "Additional Early Payment Agreements"). The Township will use the funds from each of the Additional Early Payment Agreements to partially pay for the Works.

Should any of the other owners of development lands fail to make a pre-payment under an Additional Early Payment Agreement on or before the due date as notified in writing by the Township in accordance with the Cash Flow Payment Allocation Table, the Township shall provide notice of default of that owner in accordance with Section 5.11 to the Developer and all other parties to the Additional Early Payment Agreements on or after the due date. That notice will provide the defaulting owner with a period of seven (7) Business Days to remedy the default. If the default is not remedied during that period, the Developer and any party to the Additional Early Payment Agreements may elect to pay the Township the amount of the outstanding default, in whole or in part, but shall have no obligation to do so. The distribution of the contributions to remedy the default will be determined directly among those parties wishing to contribute if there are more than one. If the Developer contributes funds to remedy the default of a party to an Additional Early Payment Agreement, the Developer's entitlement to DC Credits will be increased by the number of Units that is the result of dividing the Developer's additional Pre-payment to remedy the default by the DC Rate (the "DC Credit Increase") and the SDE Units of allocation that have been allocated to the Developer pursuant to this Agreement will be increased by the same number of SDE Units as the DC Credit Increase and Schedule "B" shall be deemed to be revised accordingly, without further amendment to this Agreement.

#### 3.3 Use of DC Pre-Payment & Reporting by the Township

The Township shall utilize the DC Pre-payment only for the purposes of completion of the Works. The Township shall provide the Developer with regular status updates regarding the progress of design, construction, summary accounting with respect to the project payments and cost updates and the application of the DC Prepayment funds utilized by the Township pursuant to this Section 3.3. The Township's accounting shall include a statement of any HST paid or payable by the Township with sufficient particulars to allow the Developer to claim any input tax credit to which the Developer may be entitled in connection with the Developer's pre-payment contribution toward the costs of the Works. Such updates shall be provided at a minimum every three (3) months, and shall be initiated upon the execution of this Agreement and shall end upon completion of the Future Capacity Supply project with a final payment reconciliation in accordance with the requirements of this Agreement.

#### 3.4 DC Credits

The Developer shall receive, in aggregate, DC Credits totaling such Developer's entire DC Pre-payment that is equivalent to allocation of the SDE Units set out in Schedule "B" subject to any equivalency calculation as set out in Schedule "B-1" related to ancillary units or additional apartments that may form a portion of a new residential dwelling including a new single, semi-detached, townhouse or similar unit. It is acknowledged that the DC Pre-payments represent full and final payments of the Capacity Allocation related to Existing Capacity and Future Capacity for Development Charges payable in respect of the SDE Units, or their applicable conversion as set out in Schedule "B" and "B-1", and will not be subject to

## Schedule 1

any subsequent indexing but shall be subject to adjustment for actual costs of the Works as provided in Section 3.8 of this Agreement.

### 3.5 Application of DC Credits

The Parties acknowledge and agree that the existing water capacity supply components of the residential Development Charges for each SDE Unit is set out in the Township's DC By-law 19-36, as amended. Under DC By-law 19-36, the Water Supply and Water Distribution Components have been separated as per the amending DC by-law passed on October 25, 2021. This has been done to ensure clarity and transparency with the respect to the applicable DC Charges for each component of the Works and the application of the DC Prepayment being made pursuant to the terms of this Agreement.

The Parties further acknowledge that present charges payable for the Works pursuant to DC By-law 19-36 have been indexed from 2019 to 2021.

Until a Developer's aggregate DC Credits as identified in Schedule "B", as amended from time to time, are exhausted, when a Developer obtains a Building Permit, the Developer shall receive a full DC Credit at the DC Rate for the water supply component of the Development Charges that would otherwise be payable in respect of all SDE Units that are the subject of a DC Pre-payment in accordance with Schedule "B", as may be amended from time to time.

### 3.6 Transfer of DC Credit

In the event that the Developer wishes to transfer all or part of its DC Credits prior to that Developer's utilization of its DC Credits, any remaining entitlement to a DC Credit pursuant to this Agreement shall, at the Developer's sole option, accrue to an assignee or successor in title to the Developer or to any other third party transferee. In such instance, the Developer shall provide a written direction to the Township authorizing the Township to allocate the specified number of outstanding DC Credits to the applicable party, assignee or successor in title.

Notwithstanding the foregoing, no DC Credit shall be transferrable until the DC Pre-payment has been paid in full to the Township in accordance with Cash Flow Payment Allocation Table requirements set out in paragraph 3.1 by certified cheque or electronic funds deposit drawn upon or electronically deposited from an Ontario Branch of a Schedule One Canadian Chartered Bank and until transferee has entered into a transfer agreement in which the transferee assumes the responsibilities of the Developer pursuant to this Agreement in a manner satisfactory to the Township, acting reasonably.

### 3.7 Existing Capacity Allocation and Reservation for Future Capacity

The Township agrees that it shall make the allocation of Existing Capacity and the reservation of Future Capacity available to the Developer in accordance with the prepaid SDE contributions as more particularly shown on Schedule "B".

The Parties acknowledge and agree that the release of access to Existing Capacity and Future Capacity allocation is subject to the normal development approval processes of the Township as they relate to the Developer's Lands. The release of access shall depend on the practical availability of water servicing capacity including Future Capacity to any specific location at any specific time and subject to the Developer's obligation to remit all Development Charges that are not the subject of the DC Pre-payment being made pursuant to this Agreement.

With respect to allocation of Existing Capacity, the Parties acknowledge that Existing Capacity consists of 450 SDE units of existing water supply capacity that is currently available over and above SDE units presently allocated to developers or that is being reallocated from development projects that are not yet ready to proceed and that the allocation of Existing Capacity is to be made in two (2) tranches as follows:

- 1) 250 SDE units in 2022; and

## Schedule 1

- 2) 200 SDE units in 2023.

It is acknowledged that the allocation and release of the 200 SDE units of Existing Capacity in 2023 is subject to the Developer having specifically acknowledged, agreed and accepted that no occupancy of premises for which these 200 SDE units of Existing Capacity have been made available shall occur prior to October 1, 2023.

The Township will undertake reasonable best efforts to pursue a servicing plan that will result in the timely delivery of the infrastructure that is required in order to permit the Developer's Lands to connect to the Works once completed, it being acknowledged that the private development community will be required to construct some portions of the infrastructure required to complete connections to the Works as part of the normal development approval process.

### 3.8 Final Cost Adjustment

The DC Prepayment shall be subject to readjustment between the Township and the Developer to the extent that the actual costs of construction of the Works differs from the estimated cost of the improvements which form the basis upon which the DC Pre-payment has been established pursuant to this Agreement, provided that:

- a) Prior to the Developer having to remit any readjustment payment to the Township pursuant to this Section, the Township shall provide a report from its consultant engineer that contains an updated cost calculation for the actual cost of the Works.
- b) Upon determination of the actual cost to complete the Works, the Township shall issue a statement of the additional DC Pre-payment adjustment required and the Developer shall remit any further amount owing to the Township in the manner provided for in this Agreement within thirty (30) days of the delivery of a certificate from the Township's consultant engineer confirming the actual costs of the Works. In the event that the actual cost to complete the Works is less than the estimate, The Township shall repay or credit the Developer for its share of the overpayment of the total costs.
- c) The cost adjustment payable by the Developer to the Township to reflect actual cost of the Works shall be limited to its proportionate share of a maximum ten per cent (10%) increase in total cost of the Works, being an amount no greater than a ten per cent (10%) increase over and above the total DC Pre-payment set out in Schedule "B". Should the total cost of the Works exceed the ten percent (10%) variance cap, the increased cost shall be incorporated into a subsequent DC By-law and be attributable to DC charges for the Works.

### 3.9 Consideration of Additional SDE Unit Allocations

The Township will consider an allocation of Future Capacity for additional SDE Units not otherwise provided for in this Agreement, however, any additional allocation shall be paid for by the Developer at the Development Charge rate applicable at the time the additional allocation is purchased.

## Article 4 REPRESENTATIONS AND WARRANTIES

### 4.1 Township's representations and warranties

The Township represents and warrants, as of the date of this Agreement, that:

- (a) it is a municipal corporation duly established and organized under the laws of the Province of Ontario;
- (b) it has all necessary legal capacity, power and authority to enter into this Agreement and, subject only to the qualifications expressly provided in this Agreement, to carry out the provisions of this Agreement.



## Schedule 1

- (c) this Agreement has been duly authorized by a by-law enacted by the Council of the Township and all necessary steps have been taken to authorize the Township to execute and deliver this Agreement;
- (d) upon execution of this Agreement by the undersigned on behalf of the Township this Agreement will be valid and binding and enforceable in accordance with its terms;
- (e) neither the execution and delivery of this agreement nor the fulfilment of or compliance with the terms and conditions hereof:
  - (i) conflicts with or will conflict with or result in a breach of any of the terms, conditions or provisions of or constitute a default under the constating documentation of the Township; and
  - (ii) conflicts in a material respect with or will conflict in a material respect with, or result in a material breach of any of the terms, conditions or provisions of or constitute material default under any material agreement, licence or other instrument to which the Township is a party or by which it is bound; and
- (f) to its knowledge after due inquiry, there are no actions, suits or proceedings pending or threatened against the Township which could reasonably be anticipated to materially adversely affect its ability to perform its obligations under this Agreement.

### 4.2 Developer's representations and warranties

The Developer represents and warrants, as of the date of this Agreement, that:

- (a) it is duly incorporated, organized and subsisting under the laws of the Province of Ontario;
- (b) it is the sole registered, beneficial, or equitable owner of the Developer's Lands as more particularly defined and Schedule "A" to this Agreement;
- (c) it has all necessary capacity, power and authority to enter into and to carry out the provisions of this Agreement;
- (d) it has voluntarily entered into this Agreement and has sought independent legal advice with respect to all aspects of this Agreement;
- (e) neither the execution and delivery of this Agreement nor the fulfilment of or compliance with the terms and conditions hereof:
  - (i) conflicts with or will conflict with or result in a breach of any of the terms, conditions or provisions of or constitute a default under the constating documentation of the Developer; and
  - (ii) conflicts in a material respect with or will conflict in a material respect with or result in a material breach of any of the terms, conditions or provisions of or constitute a material default under any agreement, licence or other instrument to which the Developer is a party or by which it is bound; and
- (f) to its knowledge after due inquiry, there are no actions, suits or proceedings pending or threatened against the Developer which could reasonably be expected to materially adversely affect its ability to perform its obligations under this Agreement.

## Article 5 GENERAL PROVISIONS

### 5.1 Force majeure

In the event that any party shall be delayed or hindered in or prevented from the performance of any act required by such party under this Agreement by reason of acts of God, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work, war or other reason beyond such party's control, then

## Schedule 1

the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

### 5.2 Other agreements

Nothing in this Agreement shall prevent the parties from entering into other agreements under the DC Act with respect to any lands in the Township that are owned by the Developer.

### 5.3 No complaint

As the Developer is participating in this Agreement upon its own accord, the Developer shall not make any complaint with respect to the DC Pre-payment and Top Up Contribution payment pursuant to the DC By-law or the DC Act, or otherwise challenge or dispute such payment as established pursuant to this Agreement.

### 5.4 Further documents

The Township and the Developer agree to execute such further documents and cause the doing of such acts and cause the execution of such further documents as are within their power as the Township or the Developer to reasonably request be done or executed, in order to give full effect to the provisions of this Agreement.

### 5.5 Execution in counterpart and Facsimile or Electronic Transmission

The parties agree that this Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Any party shall be entitled to execute a copy of this Agreement and deliver such executed copy to the other by facsimile transmission or electronic transmission which delivery shall bind such party in the same fashion as if such copy was an original and such party shall be deemed to undertake the delivery of an originally signed copy of this Agreement to the other parties within five (5) Business Days of execution.

### 5.6 Entire Agreement

This Agreement, the schedules referred to herein constitute the entire agreement between the parties hereto and supersede all prior agreements, representations, reports, recommendations, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter of this Agreement. None of the parties hereto shall be bound by or charged with any oral or written agreements, representations, reports, recommendations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement or in the schedules, documents and instruments to be delivered on or before the execution of this Agreement. There is no collateral agreement, condition or term applicable thereto, other than as expressed or referred to herein in writing.

### 5.7 Severability

If any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or beyond the power, jurisdiction, or capacity of any party bound hereby, such provision shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect and in such case the parties agree to negotiate in good faith to amend this Agreement in order to implement the intentions as set out herein. The parties agree that they shall not question the legality of any portion of this Agreement, nor question the legality of any obligation created hereunder. The parties, their successors and assigns are and shall be estopped from contending otherwise in any proceeding before a Court of competent jurisdiction or any administrative tribunal.

### 5.8 Defence of Agreement

If the legality, validity or enforceability of this Agreement or the capacity and authority of the Township to enter into this Agreement and carry out or enforce its provisions is called into question or challenged in any way whatsoever in any action, appeal, review or proceeding of any kind whatsoever before a Court of competent jurisdiction or any administrative tribunal

**Schedule 1**

by any person, the Township shall defend and support the legality, validity or enforceability of this agreement and the capacity and authority of the Township to enter into this agreement and carry out or enforce its provisions provided the Developer indemnifies and save harmless the Township in such defence and support as the Township may reasonably require including, without limiting the generality of the foregoing, becoming a party at the Developer's sole cost and expense in any such action, appeal, review or proceeding. The Developer and the Township shall be and are hereby estopped from asserting in any proceeding at any time and in any forum that the Township does not or did not have lawful authority to enter into this Agreement, or that any of the terms of this Agreement are not within the jurisdiction or capacity of the Township to enter into.

**5.9 No Development Rights Conferred**

A prepayment by the Developer does not confer upon the Developer, either collectively or individually, any development rights not otherwise existing. Nor does a prepayment by a Developer fetter in any way the Township's exercise of its jurisdiction pursuant to the *Planning Act* or any other legislation with respect to any application, without limiting the generality of the foregoing including an application for an official plan amendment, zoning bylaw amendment, subdivision approval, or development approval.

**5.10 Amendments**

The parties hereto may only amend this Agreement by further agreement in writing executed by all parties hereto.

**5.11 Notices**

Any notices to be given under the terms of this Agreement shall be in writing and shall be given to the applicable party by regular mail, facsimile transmission or email at the address, facsimile number or email address as follows:

To the Developer:

\*  
\*  
\*  
**Fax: \***  
**Attention: \***

To the Township:

**The Corporation of the Township of Clearview**  
**217 Gideon Street**  
**Stayner, ON L0M 1S0**  
**Attention: Township Clerk**  
**Email: shelmkay@clearview.ca**  
**Fax: 705-428-0288**

provided that, where mailed, it shall be deemed to be received on the fifth Business Day following the date of mailing, and where delivery is by facsimile or e-mail after 5 p.m. EST, on the next Business Day.

**5.12 Successors and assigns**

This Agreement shall be enforceable by and against the parties, their heirs, executors, administrators, successors and assigns.

## Schedule 1

### 5.13 **Governing law**

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto and shall be treated in all respects as an Ontario contract.

### 5.14 **Time of the essence**

Time shall be of the essence of this Agreement and every part thereof.

### 5.15 **Currency**

All references to currency in this agreement shall be references to Canadian Dollars.

### 5.16 **Recitals**

The parties hereby acknowledge that the Recitals to this Agreement are true and correct and form part of this Agreement.

### 5.17 **Singular and plural**

Words importing the singular include the plural and vice versa.

### 5.18 **Articles and section numbers**

The captions and headings contained herein are for reference only and in no way affect this Agreement or its interpretation.

### 5.19 **Calculation of time periods**

In the event that any date specified or any date contemplated in this Agreement shall fall upon a day other than a Business Day, then such date shall be deemed to be the next following Business Day.

Execution page follows on next page .....

**Schedule 1**

**IN WITNESS WHEREOF** the parties hereto have hereunto executed this Agreement and the other parties have hereunto set their hands and seals as of the day, month and year first above written.

\*

Per: \_\_\_\_\_

Name: \*

Title: \*

I/we have the authority to bind the Corporation.

**THE CORPORATION OF THE TOWNSHIP OF  
CLEARVIEW**

Per: \_\_\_\_\_

Name: Doug Measures

Title: Mayor

Per: \_\_\_\_\_

Name: Sasha Helmkey

Title: Clerk

We have the authority to bind the Township

Schedule 1

SCHEDULE "A"  
LEGAL DESCRIPTION OF DEVELOPER'S LANDS

**[Note to Draft – Legal Description to be Completed]**

**Schedule 1**

**SCHEDULE "B"**  
**Existing Capacity & Future Capacity Allocation of SDE Units, DC Pre-payments and DC Credit Conversion Rate**

Development Name	Total SDEs	Existing Capacity Allocation		Future Capacity Allocation
		January 1, 2022 to September 30, 2023	October 1, 2023 to Completion of Works	
Emerald Creek	172	-	-	172
Clearview Park	304	-	50	254
Bridle Park	751	-	50	701
Estates of Clearview	740	130	50	560
Ashton Meadows	358	105	50	203
Mamta Homes	14	14	-	-
Commercial Property (SE Stayner)	38	-	-	38
208 Phillips	20	-	-	20
Bart Chapman	7	1	-	6
<b>Total</b>	<b>2,404</b>	<b>250</b>	<b>200</b>	<b>1,954</b>

Schedule 1

SCHEDULE "B-1"

SDE Equivalency Calculation Conversion Table

Residential DC Unit Type	Persons Per Unit (based on 2019 DC Background Study)	Equivalent SDE	Unit DC Component Cost, as of November 1, 2021
Single Detached Dwelling Units (SDE Unit)	3.049	1.00	17,485 per unit
Multiple or Other Residential	2.435	0.80	13,964 per unit
Apartments: 2 Bedrooms or more	1.753	0.57	10,053 per unit
Apartments: Bachelor or 1 Bedroom	1.225	0.40	7,025 per unit



**Schedule 1**

**SCHEDULE “B-2”**

**Cash Flow Payment Allocation Table**

Water Supply Costs for New Well Field and Trunk Mains	Total 2022 Q2 to 2024 Q1	2022				2023				2024
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
Finalize Well Development	\$779,840	\$0	\$389,920	\$389,920	\$0	\$0	0	0	0	0
Construction	\$0	\$0	\$0	\$0	\$0	\$0	0	0	0	0
CA/CI Well Site	\$900,000	\$0	\$0	\$128,571	\$128,571	\$128,571	\$128,571	\$128,571	\$128,571	\$128,571
Construction Well Site	\$18,207,200	\$0	\$0	\$2,601,029	\$2,601,029	\$2,601,029	\$2,601,029	\$2,601,029	\$2,601,029	\$2,601,029
CA/CI Watermain	\$420,000	\$0	\$105,000	\$105,000	\$105,000	\$105,000	\$0	\$0	\$0	\$0
Construction Watermain	\$15,387,000	\$0	\$3,846,750	\$3,846,750	\$3,846,750	\$3,846,750	\$0	\$0	\$0	\$0
Geotechnical Monitoring and Testing	\$200,000	\$0	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
<b>Total Construction</b>	<b>\$35,894,040</b>	<b>\$0</b>	<b>\$4,366,670</b>	<b>\$7,096,270</b>	<b>\$6,706,350</b>	<b>\$6,706,350</b>	<b>\$2,754,600</b>	<b>\$2,754,600</b>	<b>\$2,754,600</b>	<b>\$2,754,600</b>
Debt Charges	\$687,840	\$0	\$0	\$21,817	\$112,746	\$110,991	\$110,991	\$110,991	\$110,991	\$109,313
<b>Total Capital Cost Including Debt Charges</b>	<b>\$36,581,880</b>	<b>\$0</b>	<b>\$4,366,670</b>	<b>\$7,118,087</b>	<b>\$6,819,096</b>	<b>\$6,817,341</b>	<b>\$2,865,591</b>	<b>\$2,865,591</b>	<b>\$2,865,591</b>	<b>\$2,863,913</b>
<b>Percentage of Costs per Quarter</b>		<b>0%</b>	<b>12%</b>	<b>19%</b>	<b>19%</b>	<b>19%</b>	<b>8%</b>	<b>8%</b>	<b>8%</b>	<b>8%</b>
<b>Cumulative Percentage of Costs</b>			<b>12%</b>	<b>31%</b>	<b>50%</b>	<b>69%</b>	<b>77%</b>	<b>84%</b>	<b>92%</b>	<b>100%</b>

Schedule 1

SCHEDULE "C"

Description of the Works

The Works as referred to this Agreement includes

Water Supply Costs for New Well Field and Trunk Mains	Cost (2021\$)
Finalize Well Development	\$779,840
<b>Construction</b>	<b>\$35,114,200</b>
CA/CI Well Site	\$900,000
Construction Well Site	\$18,207,200
CA/CI Watermain	\$420,000
Construction Watermain	\$15,387,000
Geotechnical Monitoring and Testing	\$200,000
<b>Subtotal</b>	<b>\$35,894,040</b>
Add Debt Charges for Stayner Water Debt - 2022 to 2024	\$687,840
<b>Total</b>	<b>\$36,581,880</b>