

## APPENDIX C

### DEVELOPMENT CHARGES PRE-PAYMENT AGREEMENT (Pursuant to Section 27 of the *Development Charges Act, 1997*)

This Agreement made the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**BETWEEN:**

**X**

(hereinafter referred to as the "Owner")

-and-

**THE CORPORATION OF THE TOWN OF KINGSVILLE**

(hereinafter referred to as the "Town")

**WHEREAS** the Town has enacted By-Law 1-2018, (the "By-law") under the *Development Charges Act, 1997*, S.O 1997, c. 27 (the "Act") with an effective date of March 1, 2018, which will have the effect of increasing development charge rates imposed on development from those which are currently charged;

**AND WHEREAS** the Act authorizes the Town to enter into an agreement with a person who is required to pay the development charge providing for part or all of the development charge to be paid before it would otherwise be payable and that such an Agreement may specify that the development charge is payable in an amount that would be determined under the by-law on such date as may be specified in the Agreement;

**AND WHEREAS** the Council of the Town has delegated its authority to enter into such agreements to the Director of Financial Services (the "DFS") of the Town and the DFS has determined to utilize the eligibility criteria set out in Schedule "A" for the purpose of exercising her/his discretion to enter into such Agreements prior to March 1, 2018;

**AND WHEREAS** the Owner has made written representations to the Town as to how the eligibility criteria are met (the "Representations");

**AND WHEREAS** the Owner is required to pay a development charge in respect of the development identified in Schedule "B" to this Agreement which in the absence of this Agreement would be payable at the time that a building permit is issued;

**AND WHEREAS** the Town and the Owner agree that the development charge shall be paid forthwith, prior to a building permit being issued and in an amount determined under the By-Law as of the date of this Agreement;

**NOW THEREFORE** this Agreement witnesses that in consideration of the payment of, by the Owner, to the Town of good and valuable consideration in the amount of ten dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Town and the Owner agree as follows:

1. The parties represent and warrant each to the other that the recitals to this Agreement are true and correct. The Owner represents and warrants to the Town that the Representations are true and correct and that the DFS has relied upon them in entering into this Agreement.
2. The Owner shall forthwith make payment to the Town of the development charges calculated in accordance with By-Law 1-2018 as amended including

applicable indexation of the rate established under the By-Law, in the amount calculated as set out in Schedule "C" of this Agreement using the total floor area identified within the site plan agreement and/or exact number of identifiable building lots and/or units and/or total floor area identified in the development/subdivision agreement as approved by Council and identified in Schedule "B" to this Agreement.

3. The Owner acknowledges and agrees that the amount of the development charges paid under this Agreement will be paid by the Town into one or more reserve funds required to be maintained under the Act, which amount may only be paid out of the reserve or reserve fund or funds for purposes permitted by the Act and will be non-refundable even in the event that the proposed development does not proceed or proceeds with a lesser total floor area and /or exact number of identifiable building lots and/or number of units than the total floor area and/or exact number of identifiable building lots and/or number of units referred to in this Agreement.
4. Provided that a building permit is issued with respect to the proposed development for which development charges are payable under this Agreement, on or before **December 31, 2020**, and subject to verification by the Town of the Representations, no further or additional development charge shall be payable with respect to any part of the total floor area and/or exact number of identifiable building lots and/or number of units in the proposed development which is identified in this Agreement for which the building permit is issued on or before **December 31, 2020**.
5. In the event that at any time the Representations are, in the sole opinion of the DFS, found to be untrue or incorrect, the development charges which but for this Agreement would have been payable, shall become payable by the Owner forthwith at the then prevailing rate under the By-Law or any successor development charge by-law at the time a building permit is issued. In such case, a credit will be given to the person then paying additional development charges to account (without interest) for development charges paid under this Agreement.
6. Despite section 3, in the event of an increase in the total floor area and/or the exact number of buildable lots and/or the number of units of the proposed development beyond the amounts provided for in this Agreement or in the event of a change of use of the proposed development to a use which attracts a higher rate of development charges, or in the event of the issuance of a building permit after December 31, 2020 respecting some or all of the total floor area for which payment of development charges is made under this Agreement, development charges at the then prevailing rate under the By-Law or any successor development charge by-law will be payable at the time a building permit is issued. In such case, a credit will be given to the person then paying additional development charges to account (without interest) for development charges paid under this Agreement.
7. The Owner shall pay the Town forthwith a non-refundable administrative processing fee of seven hundred and fifty dollars (\$750.00) in addition to the development charges payable under this Agreement. The processing fee will not be considered to be a development charge and will not be credited against any obligation of the Towner to pay development charges.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized signing officers and delivered as of the date first written above.

We/ I have the authority to bind the Corporation

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Name:  
Title:  
Date:

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Name:  
Title:  
Date:

**THE CORPORATION OF THE TOWN OF KINGSVILLE**

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Name:  
Title: Director (or Acting Director) of Financial Services  
Date:

## **SCHEDULE "A"**

### **Eligibility Criteria (all must be met)**

- a) Applies to complete site plan applications that were approved by Council of the Town on or before December 31, 2017 but have not been issued a building permit;
- b) Applies to development applications that have been approved by Council of the Town but have been significantly delayed by reason of unusual delays in the public land use planning process not attributable to the applicant;
- c) Applies to development applications that are very close to building permit issuance stage, and are in a position to obtain final building permit by February 28, 2018;
- d) Applies to specific areas of applications referred to in a) and b) that the Town deems to be significant to warrant infrastructure installations/growth;
- e) Requires installation of infrastructure/servicing, if not already existing, within 12 months of receipt of payment of development charges.

**SCHEDULE "B"**

**Identification of Development**

Name:

Location:

Site Plan File Number:

Type of Use:

Total Floor Area:

Exact Number of Buildable Lots:

Exact Number of Units:

**SCHEDULE "C"**

**Calculations of Development Charge**

Total Floor Area:

Exact Number of Buildable Lots:

Exact Number of Units: