

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD



**ADDENDUM TO
AGENDA**

Monday February 25, 2019

REGULAR MEETING OF COUNCIL
7:00 p.m., Council Chambers, Fingal

2. ADDENDUM TO AGENDA

Items Added:

10. BY LAWS:

- (e) By-law No. 2019-16, being a by-law to enter into a sewer connection fees agreement.



THE CORPORATION OF TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2019-16

Being a By-Law to enter into a sewer connection fees agreement with Farhi Holdings Corporation.

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:

1. That the Corporation of the Township of Southwold enter into a Sewer Connection Fees Agreement with Farhi Holdings Corporation dated February 25th, 2019 of which a true copy is attached to this By-Law as Schedule "A".
2. That the Mayor and Clerk are authorized to execute the said agreement on behalf of and under the seal of the Corporation of the Township of Southwold.

READ A FIRST AND SECOND TIME AND CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 25th DAY OF **FEBRUARY, 2019.**

Mayor
Grant Jones

Clerk
Lisa Higgs

THIS AGREEMENT made this 25th day of February, 2019.

B E T W E E N:

FARHI HOLDINGS CORPORATION

(the "Developer")

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

(the "Municipality")

WHEREAS the Developer obtained Draft Plan Approval from the County of Elgin on December 13, 2018 to construct a residential subdivision within the Municipality on the lands legally described as CON SNBTR PT LOTS 39 & 40 & RP11R4667 PARTS 2 AND 4 PT PART 1 and CON SNBTR PT LOT 40 RP 11R7038 PARTS 1,2 & 3 (the "Development Lands");

AND WHEREAS the Developer requires connection to the Municipality's wastewater treatment facility (the "WWTP") to facilitate the development of its residential subdivision on the Development Lands;

AND WHEREAS the Developer has agreed to pay connection fees to the Municipality for connection to the WWTP;

AND WHEREAS the Developer has plans to connect residential homes constructed on the Development Lands to the Township WWTP in two separate stages as follows: Stage 1. 100 Lots as part of the Draft Plan of Subdivision known as the Farhi Plan of Subdivision, Elgin County Planning File No. 34T-SO1802; Stage 2. 235 Lots as part of the Draft Plan of Subdivision known as the Farhi Plan of Subdivision, Elgin County Planning File No. 34T-SO1802.

AND WHEREAS the Developer and the Municipality will, prior to the commencement of any construction on the Development Lands, enter into a subdivision agreement or agreements that will govern the respective obligations of the Municipality and the Developer with respect to, among other things, the construction of the infrastructure and services necessary to extend the waste water treatment services to the Development and to connect the lots in the Development to the Municipality's WWTP;

NOW THEREFORE in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged hereto, the parties hereto agree as follows:

1. The Municipality agrees to provide the Developer with capacity at its WWTP sufficient to service the 335 lots in the Development Lands, subject to the terms and conditions set forth herein.

SEWER CONNECTION FEES

A. Stage One

2. The Developer shall provide, within ten (10) days of the execution of this agreement, to the Municipality, a certified cheque, post-dated for April 30, 2019 totalling \$500,000.00 for sewer connection fees of Twelve Thousand and Five Hundred Dollars (\$12,500.00) for each of the forty (40) lots in Stage One.
3. The Developer shall provide, within ten (10) days of the execution of this agreement, to the Municipality, a certified cheque, post-dated for December 1, 2019 totalling \$750,000.00 for sewer connection fees of Twelve Thousand and Five Hundred Dollars (\$12,500.00) for each of the sixty (60) lots in Stage One.
4. The Developer and the Municipality agree that this sewer connection fee of \$12,500 per lot shall be the only amount paid to the Municipality by the Developer for the one hundred (100) lots in Stage One for waste water service connection.
5. The Municipality acknowledges and agrees that there shall be no adjustments or further payments due and owing to it by the Developer for waste water servicing connections for the lots in Stage One regardless of whether the Municipality enacts a development charges by-law at any point during the term of this agreement.
6. For all lots in Stage One of the subdivision, the Municipality will collect a fee per lot sewer connection fee from all builders who are not the Developer. Of this fee, \$12,500.00 per lot will be collected at the time of the issuance of the Building Permit. The Municipality will, on a monthly basis, pay over to the Developer any such amounts collected in the preceding month, as a reimbursement of the \$12,500 per lot sewer connection paid by the Developer to the municipality.

B. Stage Two

7. The Developer shall provide, within ten (10) days of the execution of this agreement, to the Municipality, a certified cheque, post-dated for December 1, 2020 totalling \$750,000.00 for sewer connection fees of Three Thousand and One Hundred Ninety One Dollars and Forty Nine Cents (\$3,191.49) for each of the two hundred and thirty five (235) lots in Stage Two

8. The Developer further acknowledges and it agrees that, should the Municipality enact a development charges by-law at any point during the term of this agreement, the Developer shall pay, prior to the issuance of any building permit(s) for any lot(s) within Stage Two, to the Municipality:
 - (a) Where the \$3,191.49 per lot fee set out in paragraph 7 above has already been paid, an additional per lot amount equal to the difference between the applicable development charge(s) and the \$3,191.49 per lot amount already paid. For example, should the applicable development charge be \$15,000.00 per lot, the Developer shall pay the additional sum of \$11,808.51 per lot within Stage Two.

9. For all lots in Stage Two of the subdivision, the Municipality will collect a fee per lot sewer connection fee from all builders who are not the Developer. Of this fee, \$3,191.49 per lot will be collected at the time of the issuance of the Building Permit. The Municipality will, on a monthly basis, pay over to the Developer any such amounts collected in the preceding month, as a reimbursement of the \$3,191.49 per lot sewer connection paid by the Developer to the municipality.

10. The Developer shall register a plan of subdivision for Stage One within two (2) years of the signing of this Agreement. Failure of the Developer to register the plan of subdivision on or before the date that is two (2) years from the signing of this Agreement will release the Municipality from its obligation to provide the Developer with capacity in the WWTP for the Development Lands and may result in the Municipality releasing that WWTP capacity to another person(s).

11. For the purpose of this Agreement, notice shall be sufficiently given if given in writing and delivered in the case of the Municipality, to the Chief Administrative Officer/Clerk, or in the case of the Developer, to any officer of the Developer.

In the case of the Municipality, such notice shall be addressed to:

Township of Southwold
35663 Fingal Line,
Fingal, ON
N0L 1K0

Phone: (519) 769-2010
Fax: (519) 769-2837

Attention: Lisa Higgs, CAO/Clerk
E-mail: cao@southwold.ca

or in the case of the Developer, addressed to:

Farhi Holdings Corporation
484 Richmond Street
London, ON
N6A 3E6

Phone:(519) 645-6666
Fax: (519) 645-7735

or to such address as is given in writing by either party to the other and any such notice mailed or delivered as provided above shall be deemed good and sufficient notice under the terms of this Agreement.

12. No right or obligation under this Agreement shall be assigned by the Developer in whole or in part without the prior written consent of the Municipality. The Developer may transfer or assign any or all of its rights and obligations under this Agreement to any of its designated parties (natural person or legal entity) at any time. In such circumstances, the transferee or assignee shall enjoy and undertake the same rights and obligations herein of The Developer as if the transferee or assignee is the Developer hereunder. When The Developer transfers or assigns the rights and obligations under this Agreement, at the request of The Developer, The Municipality shall execute the relevant agreements and/or documents with respect to such transfer or assignment.
13. Any failure at any time by the Municipality to require performance by the Developer of any provision in this Agreement shall in no way affect the Municipality's right thereafter to enforce such provision, nor shall the waiver by the Municipality of any breach of any covenant, condition or proviso in this Agreement be taken to be a waiver of any further breach of the same covenant, condition or proviso.

14. It is agreed that this Agreement embodies the entire Agreement of the parties hereto with regard to the matters dealt with herein and that no understanding or agreements, verbal or otherwise, exist between the parties except as herein expressly set forth. No change or modification of this Agreement shall be valid unless it be in writing and signed by each party hereto.

15. Time shall be of the essence in this Agreement.

16. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors and assigns.

IN WITNESS WHEREOF the parties hereto have hereto affixed their corporate seals by the hands of their proper officers duly authorized in that behalf.

) FARHI HOLDINGS CORPORATION
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) Per: _____
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) Per: _____
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) We have the authority to bind the
) corporation.
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)
) THE CORPORATION OF THE
) TOWNSHIP OF SOUTHWOLD
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) _____
) Grant Jones, Mayor
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) _____
) Lisa Higgs, CAO/Clerk
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