AGREEMENT TO PROVIDE SUBSIDY FOR TOWNSHIP OF WOOLWICH BUILDING PERMIT FEES AND DEVELOPMENT CHARGES

THIS AGREEMENT made this X day of X, 20XX.

Between:

THE CORPORATION OF THE TOWNSHIP OF WOOLWICH

Hereinafter referred to as the **"Township"**

OF THE FIRST PART,

-and-

XXX

a registered landowner under the laws of Ontario

Hereinafter referred to as the **"Owner"**

OF THE SECOND PART,

WHEREAS the Canada Mortgage and Housing Corporation ("CMHC") is an agent of His Majesty in right of Canada (the "Federal Government of Canada") pursuant to the *Canada Mortgage and Housing Corporation Act*, R.S.C. 1985, c. C-7, as amended.

AND WHEREAS the Federal Government of Canada has established the Housing Accelerator Fund ("HAF"), pursuant to which CMHC will provide funding to Service Managers to fund the initiatives set out by an agreement for the provision of housing.

AND WHEREAS CMHC and the Township has entered into a bilateral agreement under the Housing Accelerator Fund made as of February, 2024 to aid in the provision of range of housing options within the Township of Woolwich;

AND WHEREAS the bilateral agreement has committed the Township to undertake ten (10) housing initiatives for the provision of a range of housing options within the Township of Woolwich in exchange for Federal funding to complete such initiatives.

AND WHEREAS one of the initiatives in the bilateral agreement that the Township has agreed to undertake is the Rental Housing Incentive Initiative.

AND WHEREAS the Rental Housing Incentive Initiative proposes to subsidize a proponents Township's building permit fees and Development Charge (D/C) fees as an incentive to develop a minimum of 11 rental units within Elmira, St. Jacobs and Breslau, of which all or a portion may be deemed as an affordable housing development, contain sustainable features, and include a mix of housing units to receive priority subsidies.

AND WHEREAS the Township has defined "affordable housing development" in Section 3 of By-law 26-2024 (the "Zoning By-law");

AND WHEREAS the Rental Housing Incentive Initiative has established minimum criteria in order to be eligible to receive such subsidy in the development of rental housing units within Elmira, St. Jacobs and Breslau.

AND WHEREAS the Owner represents that it is the owner of the lands with a municipal address of _____ and described in Schedule "A" to this Agreement(hereinafter called the "Lands").

AND WHEREAS the Owner wishes to construct on the Lands a total of **XX units** of rental housing **in** the form of _____ in the **Township of Woolwich** (the "Proposed Development");

AND WHEREAS the Township has determined that the Proposed Development has satisfied the minimum criteria in the Rental Housing Incentive Initiative and is eligible to receive a subsidy of the Township's building permit fees and Development Charge (D/C) fees.

AND WHEREAS the Owner will be required to obtain a building permit from the Township in conjunction with the Proposed Development which would otherwise have required the payment of the Township's building permit fees and Development Charge (D/C) fees as of the date of issuance of the building permit;

AND WHEREAS the Owner has made a request for the Rental Housing Incentive subsidy to be applied towards the payment of Township building permit fees and Development Charge (D/C) fees in respect of the Proposed Development, as approved by the Council of the Township;

NOW THEREFORE IN CONSIDERATION of the premises and the mutual covenants herein contained, other good and valuable consideration (the receipt and sufficiency of which each of the parties hereby acknowledge) and the terms and conditions hereinafter set out, the Parties hereto covenant and agree as follows:

1. Subject to Section 2 hereof, the Township hereby agrees to provide a subsidy to the Owner in the amount of up to **XX** (the "RHI Subsidy") to apply towards the Owner's payment of Township building permit fees and Development Charge (D/C) fees with respect to the Proposed Development.

2. The Township's advance of the RHI Subsidy is conditional upon prior compliance by the Owner to enter into this Agreement hereof with the Township, with such of the following conditions of development shall:

    a. Construct renal housing units in accordance with the Proposed Development on the Lands;

    b. Complete the site plan approval process pursuant to Section 41 of Ontario's Planning Act R.S.O. 1990, c.P.13, as amended (the "Planning Act");

    c. Provide sustainable features, if any, contained in the Proposed Development as identified in the RHI Subsidy application, and as listed below;
        i. **XX**

    d. Provide affordable units, if any, contained in the Proposed Development as identified in the RHI Subsidy application, and as listed below;
        i. **XX**

e. Provide a mixture of housing units, if any, contained in the Proposed Development as identified in the RHI Subsidy application, and as listed below;
    i. **XX**

f. Provide Assurances that the units remain as rentals on the Lands for a minimum period of 15 years from the date of issuance of the Occupancy Certificate for the Proposed Development;

g. Follow all design and development standards as per the Township's requirement including the applicable provisions in the Township Zoning By-law 26-2024, as amended;

h. Construct the Proposed Development within one (1) year from the date of this Agreement's signing unless an extension is granted by the Township, with failure to comply resulting in default;

i. Notify and receive Township approval for any changes to the Proposed Development before such changes can commence ;

j. Permit the Township to access the Proposed Development periodically upon advanced written request to verify that the conditions contained in this Agreement have been met; and

k. Pay any outstanding fees and charges not covered by this Agreement;

3. The Parties agree that upon the issuance of the building permit for the Proposed Development, the Township shall transfer RHI Subsidy funds up to the amount stated in Section 1, to the Township Building Section of Development Services.

4. In addition to, and without duplication of the repayment provisions under this Agreement, the RHI Subsidy shall be immediately due and payable by the Owner in accordance with the terms outlined in an invoice received from the Township based on the occurrence of any of the following:

    a. Transfer or conveyance of the Owner's interest in the Lands or any part thereof without the prior written consent of the Township;

    b. The commission of any act of insolvency by the Owner;

    c. The Owner has had its Lands seized or attached in satisfaction of a judgment;

    d. The Owner has a receiver appointed;

    e. The Owner takes action with a view to its winding up, dissolution, liquidation or amalgamation;

Commented [JS1]: We may want to confer with Township solicitor relating to this list of items that the owner may forfeit their subsidy

f. The Owner is in arrears of any property taxes due and payable in respect of the Lands; and

g. The Owner is in breach of any term, condition, obligation, covenant or representation contained in this Agreement and fails to correct such breach within thirty (30) days of receipt of written notice from the Township.

5. Upon occurrence of an event of default as set out in Section 4 hereof, the Owner agrees to pay interest on any outstanding amount of the RHI Subsidy not paid calculated from the day after such occurrence to the day said outstanding RHI Subsidy is paid with interest in accordance with the Township's fees & charges by-law.

6. The Owner acknowledges and agrees that;

   a. Development of the Lands, and in particular construction of the Proposed Building, requires the payment of development charges in accordance with the Development Charges Act, 1997, S.O. 1997, c. 27 and the Township's Development Charges By-law No. _____, as amended ("Development Charges By-law");

   b. All covenants by the Owner contained herein shall run with the Lands for the benefit of the Township and shall be binding upon all parties who have now or may have in the future an interest in the Lands and successors in title;

   c. In the event of default, and that the RHI Subsidy, or any part thereof, remains unpaid after it is due and payable, the Township may, in addition to any other rights available to it under this Agreement or otherwise, add the amount of the unpaid RHI Subsidy to the tax roll in respect of the Lands, without any requirement for notice, and collect such amount in the same manner as taxes;

   d. This Agreement pertains only to the RHI Subsidy and does not affect any right or entitlement of the Township to payment of any other or further development charges or amounts due from the Owner or any other person in respect of the Lands which are, or which may become due and payable under the Development Charges By-law, or any successor, additional or other by-law; and

   e. Neither this Agreement nor any covenants, including but not limited to the obligation to pay the RHI Subsidy hereunder, may be transferred or assigned by the Owner without the prior written consent of the Township.

7. The Owner represents and warrants to the Township the following:
   a. The Owner is a corporation validly subsisting under the laws of Ontario and has full corporate power and capacity to enter into this Agreement;

   b. All necessary corporate action has been taken by the Owner to authorize the execution and delivery of this Agreement.

8. The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

9. This Agreement shall enure to the benefit and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

10. This Agreement may be executed in counterpart in writing or by electronic signature and delivered by mail, facsimile or other electronic means, including in Portable Document Format (PDF), no one copy of which need be executed by all of the parties, and all such counterparts together shall constitute one agreement and shall be a valid and binding agreement among the parties hereto for 15 years, as of the date first above written, unless terminated due to default.

11. The Owner agrees to cooperate with the Township in providing necessary documentation to confirm compliance with the Agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents under the hand of their officers duly authorized in that behalf at the date first above written.

THE CORPORATION OF THE TOWNSHIP OF WOOLWICH

_____
Name: Deanne Friess
Title: Director, Development Services

I have authority to bind the Corporation
[By-law Number ***_____]

XX

_____
Name:
Title:

I/We have authority to bind the Corporation

Schedule “A”

Legal Description

Parcel Register PIN:

Property Description:

Municipal Address: