

Repayment Agreement

This agreement made the day of April 2023

Between:

Spacebuilders Ottawa Ltd.

(hereinafter called the “Developer”)

and

Corporation of the City of Clarence-Rockland

(hereinafter called the “Municipality”)

Whereas the Developer is the owner of certain lands which are described in Schedule “A” hereto, and which are located in the Municipality;

And Whereas Development Charge By-law No. 2019-85 applies to all of the lands set out in Schedule “A”;

And Whereas the development of the lands require the construction, installation and provision of certain works, facilities and services [the “Services”] set out in Development Charge By-law No. 2019-85 and the payment of development charges in accordance with said Development Charge By- law;

And Whereas the lands are being developed for residential/commercial/industrial/institutional purposes and in preparation for such development, the Developer is required to install specific services as described in Schedule “B” hereto;

And Whereas the Services will benefit the Lands as well as other lands (the “Benefiting Lands”) set out in Schedule “C” which are owned by persons (the “Benefiting Owners”) who are not parties to this Agreement;

And Whereas Part III of the Development Charges Act, 1997, S. O. 1997, c. 27, as amended, permits the Municipality and the Developer to enter into this Agreement;

And Whereas, Council of the Municipality resolved on **June 3rd, 2019** to authorize the Municipality to enter into a repayment agreement with respect to the performance of certain works and services by or on behalf of the developer;

Now Therefore, in consideration of the matters agreed to herein and in consideration of one dollar (\$1.00) paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the Developer and the Municipality agree as follows;

1. Definitions

In this agreement:

“Actual Total Costs” means the actual total costs of constructing, installing or providing the Services listed in Schedule “B” and certified by the engineer for the Developer, as amended from time to time in accordance with this Agreement.

“Agreement” means this Agreement and all Schedules thereto and any documents incorporated herein by reference.

“Benefiting Area” means the area that will receive a benefit from the construction of the Services, which is outlined on Schedule “C” attached thereto.

“Benefiting Lands” means the lands outlined on Schedule “C” attached thereto, which are within the Benefiting Area and owned by the persons who have not executed this Agreement.

“Benefiting Owners” means the owners of lands outlined on Schedule “C” attached hereto who have not executed this Agreement.

“Collective Lands” means the Lands of the Benefiting Lands, collectively.

“Cost Sharing Assumptions” are those assumptions and methods for allocating the cost of the Services set out in Schedule “C” attached hereto.

“Development Charge By-law” means the Municipality’s Development Charge By-law No. 2019-85, adopted under the authority of the *Development Charges Act, 1997*.

“Lands” means the lands described in Schedule “A” attached hereto.

“Municipality’s Costs” means all reasonable costs in preparing this Agreement, including without limitation, the costs of studies, consultants, and independent legal counsel relating thereto.

“Parties” means the Developer and the Municipality, and “Party” means one of the two parties.

“Services” means the specific services described in Schedule “B” hereto.

2. Legal Authority

This Agreement is made under the authority of the *Development Charges Act, 1997* and the Developer acknowledges that the Municipality has lawful authority to proceed with and enter into this Agreement under the terms of the *Development Charges Act, 1997* in every and all respects. The Developer represents that it has all requisite power and authority to enter into this Agreement and to bind the Lands to the terms thereof and that this Agreement does not conflict with any other Agreement to which the Developer is a party or by which it is bound.

3. Services Installed, Constructed and Provided

The Parties agree that the Developer has installed, constructed, and provided other related services in relation to the works described in Schedule “B” at its sole expense. The Developer acknowledges that the Services are for specific services, and are, therefore, services for which a development charge is payable pursuant to the Development Charge By-law.

4. Municipality Administrative Costs

The Municipality’s Costs detailed in Schedule “D” in the amount of \$-----0----- shall be reimbursed to the Municipality by the Developer upon execution of this Agreement.

5. Cost of the Services/As- Built Drawings

The Developer has advised that the gross cost of the Services is **\$ 6,653,749 + HST** inclusive of engineering and other related ancillary expenses. The Developer shall provide a final progress claim detailing final Service costs for review by the municipality to confirm that Actual Total Costs are in keeping with reasonable expenditures for the type of works being claimed.

Additionally, the Developer shall provide the Municipality with a complete set of “as built” drawings for the works detailed in Schedule “B”.

6. Securities

It is acknowledged that the Developer shall post a performance security bond, covering the value of the works, with the United Counties of Prescott and Russell prior to the start of construction.

7. Agreement to Survive Termination

The covenants contained in this Agreement, which by their terms, require performance by the parties after the expiration or termination of this Agreement, shall be enforceable notwithstanding the said expiration or other termination of this Agreement for any reason whatsoever. All of the provisions of this Agreement which expressly or by implication are for the benefit of the parties after the date of expiration or termination (“Date of Termination”) will survive the Date of Termination and continue in force.

8. Time Is of the Essence

Time is of the essence for all terms and provisions in this Agreement.

9. Effective Date of This Agreement

This Agreement shall become effective on the date of the execution of this Agreement by the Municipality.

10. Schedules

Attached hereto been forming part of this Agreement are the following Schedules:

Schedule “A” Description of Lands

Schedule “B” Description of Services

Schedule “C” Cost Sharing Assumptions

Schedule “D” Municipal Costs

In Witness Whereof the Parties hereto have affixed their corporate seals duly attested to by their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED

Name of Developer's Signing Agent

Name: Chantal Potvin

Title: President

Corporation of the City of Clarence-Rockland

Mayor

Clerk

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS

St-Jean Street from Patricia Street to the south of the Stormwater management pond and West of Pumping Station No 9.

SCHEDULE "B"

Roundabout at intersection of Docteur Corbeil Boulevard and St-Jean Street:

1. DC Infrastructure requirements Roadway item NO. 21 from Appendix C.2 Table 2 – Roundabout at St-Jean Street and Docteur Corbeil Boulevard

Site preparation:

Mobilize & demobilize equipment to the site. Provide bonds and insurances to the satisfaction of United Counties and Prescott and Russell and the City of Clarence-Rockland. Provide pre-construction surveys and install construction safety equipment to secure the construction zone. Install erosion control measures around the perimeter of the work area.

Removals:

Remove existing signalisation, light standards, concrete curbs, culverts, asphalt, underground infrastructures, etc. As outlined on the engineering drawings. Salvage and relocate site specific items such as light poles and luminaires, roadway signs, existing culverts, tree and brush removal, etc.

Mass Earth Movement:

Remove existing road infrastructure and dispose off-site. Provide rock blasting in certain areas as needed. Excavate, haul, place and compact sound fill originating from site to re-align the existing roadway.

Storm Sewers:

Supply and install all storm sewer infrastructures and surface drainage systems in accordance with the engineering drawings. Provide CCTV inspection and quality control during and after the installation of the infrastructure. Provide ground water control during installation and rock removal as required.

Base Course : Subgrade preparation of the roadway on St-Jean including the roundabout at the intersection of Dr. Corbeil Blvd. And St-Jean St. Supply, place and compact 150mm thick of granular 'A' type II. Supply, place and compact 600mm thick of granular 'B' type II. Supply, place and compact two lift of 50mm thick of super pave 19 asphalt for the base course. The adjustment of all necessary Iron works for the initial & final courses of asphalt. The placement and compaction of asphalt padding where deemed necessary in preparation for the final lift of asphalt. The application of a tack coat over the base course of asphalt.

Wear Course: Supply, place and compact one lift of 40mm thick of super pave 12.5 asphalt for the final lift of asphalt.

Line painting & traffic signalisation:

Supply and install line painting on St-Jean and a portion on Dr. Corbeil as outlined on the engineering plans. Reinstall stop bars & pedestrian cross walk on Patricia. Supply and install traffic signage on St-Jean, on Dr. Corbeil Blvd and on Patricia as outlined on the engineering drawings.

Curbs & concrete islands: The construction of concrete mountable curbs along both sides of the road complete with 0.5m wide asphalt strip. The construction of concrete islands for the roundabout and pedestrian cross walks.

Sidewalk: The construction of concrete sidewalks 1.8m wide on one side of the road on St-Jean. Tie in to the existing sidewalks on Dr. Corbeil Boulevard & also on Patricia.

Utilities:

Provide temporary support of existing utilities as required during construction. Relocate and adjust utilities on St-Jean as outlined on the engineering drawings. Supply, install & connect street lights on St-Jean and part of Dr. Corbeil as outlined on the engineering drawings.

Landscaping:

Supply and install 100mm thick of top soil and provide hydroseeding along the roadway on both sides. Reinstall damaged areas as necessary. Provide landscaping in the round about center island.

2. DC Infrastructure requirements Multi-Use Path St-Jean Street NO.7 from Appendix C.2 Table 2 :

Multi-Use Pathway: The construction of a 2.5m wide multi use pathway on one side on St-Jean. Tie in to the existing sidewalks on Dr. Corbeil Boulevard.

3. DC Infrastructure requirements City-Wide Water Projects NO. 4 from Appendix D.1 Table 1 - identified as St-Jean (Patricia – Corbeil loop):

Watermain: Install a 300mm diameter watermain c/w watermain valves and hydrants on St-Jean from Patricia Street to Boulevard Dr. Corbeil. Provide necessary rock removal, utility support and thermal insulation c/w connection to existing pipes as needed.

SCHEDULE "C"

COST SHARING ASSUMPTIONS

Not applicable

SCHEDULE "D"

MUNICIPAL COSTS

Not applicable