



**THE CORPORATION OF THE TOWN OF GODERICH**

**BY-LAW NO. 145 OF 2022**

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**BEING A BY LAW TO ENTER INTO A DEVELOPMENT CHARGES ALTERNATIVE  
PAYMENT AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF  
GODERICH AND CVH (NO.2) LP BY ITS GENERAL PARTNER SOUTHBRIDGE HEALTH  
CARE GP INC. (THE APPLICANT)**

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**WHEREAS** the lands described in Schedule “A” hereto (the “Lands”) are owned by the Applicant;

**AND WHEREAS** pursuant to the Town of Goderich’s Development Charge By-law, a development charge is payable by the Applicant to the Town of Goderich in six (6) annual installments;

**AND WHEREAS** the *Development Charges Act, 1997, S.O. 1997, c. 27*, as amended provides that a municipality may enter into an agreement with persons who are required to pay a development charge, to authorize that all or a portion of the development charge be paid before or after it would otherwise be payable;

**AND WHEREAS** this Agreement is attached hereto and forms part of this By-Law;

**AND WHEREAS** the Corporation of the Town of Goderich is agreeable to the terms of this Agreement.

**NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk be and are hereby authorized to execute and affix the Corporate Seal to a Development Charges Deferral Agreement.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 28<sup>TH</sup> DAY OF NOVEMBER, 2022.**

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**MAYOR, Myles Murdock**

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**CLERK, Andrea Fisher**

**DEVELOPMENT CHARGES ALTERNATIVE PAYMENT  
AGREEMENT**

**THIS AGREEMENT** made this 28<sup>th</sup> day of November 2022

**BETWEEN:**

**CVH (NO.2) LP, BY ITS GENERAL PARTNER  
SOUTHBRIDGE HEALTH CARE GP INC.**  
(Hereinafter referred to as the "Applicant")

-and-

**THE CORPORATION OF THE TOWN OF GODERICH**  
(Hereinafter referred to as the "Town of Goderich")

**WHEREAS** the lands described in Schedule "A" hereto (the "Lands") are owned by the Applicant;

**AND WHEREAS** pursuant to the Town of Goderich's Development Charge By-law, a development charge is payable by the Applicant to the Town of Goderich in six (6) annual instalments;

**AND WHEREAS** the *Development Charges Act, 1997, S.O. 1997, c. 27*, as amended provides that a municipality may enter into an agreement with persons who are required to pay a development charge, to authorize that all or a portion of the development charge be paid before or after it would otherwise be payable;

**NOW THEREFORE IN CONSIDERATION OF** the foregoing, the parties agree as follows:

**1. RECITALS**

The Recitals are confirmed by the Applicant and the Town of Goderich (the "Parties") to be correct and to constitute the basis for this Agreement.

**2. PAYMENT PURSUANT TO THIS AGREEMENT**

The Applicant hereby covenants and agrees to pay the applicable development charge to the Town of Goderich in 6 equal annual installments plus interest. The first payment is due upon occupancy with the subsequent payments due on the anniversary of the first payment date.

**3. DEVELOPMENT CHARGE**

The amount of the development charge payable by the Applicant has been calculated on the basis of the following information:

Type	Units / m2 of Gross Floor Area (A)	Development Charges Rate  (B)	Development Charges Payable  (A) * (B)
Single & Semi-Detached			
Multiples / Town Homes			
Apartments 1 Bedroom/Bachelor	96	\$2,120.70	\$203,587.20
Apartments >= 2 Bedrooms	30	\$2,615.90	\$78,477.00
Non-Residential	25,295 sq ft	\$0.59	\$ 14,924.05
<b>TOTAL</b>			\$296,988.25

**4. TIMING OF DEVELOPMENT CHARGE CALCULATION**

The actual amount of the development charge will be determined on the basis of prevailing rates and rules in accordance with Section 26 of the *Development Charges Act, 1997*, as amended and in accordance

with the Town of Goderich Development Charge By-law.

## **5. REGISTRATION ON TITLE**

It is the intention of the Parties that this Agreement create an interest in the Lands in favor of the Town of Goderich, to the extent of the deferred development charge identified herein. To this end, the Parties intend that Notice of this Agreement, including its schedules, be registered on title to the Lands. The Applicant agrees to pay all costs associated with registration of Notice of this Agreement. If Notice of this Agreement is not accepted by the Registrar for registration, the parties agree that the development agreement under section 41 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, for the development that is subject to the development charge, will make reference to the Agreement and its relevant particulars.

## **6. REMOVAL OF AGREEMENT FROM TITLE**

Once the Applicant has satisfied all provisions of this Agreement, the Town of Goderich shall not unreasonably withhold its consent to removal of Notice concerning this Agreement at the Applicant's expense from Title and shall execute such documents as may be required.

## **7. COLLECTION OF CHARGES**

The Applicant acknowledges that if any amount owing to the Town of Goderich under this Agreement remains unpaid after an instalment due date, the Town of Goderich may, in addition to any other rights it may have, add the unpaid amount to the tax roll for the Lands, without notice, and collect such amount in the same manner as property tax.

## **8. INTEREST ON AMOUNT OWING BEFORE DUE DATE**

8.1 The Applicant agrees to pay interest to the Town at the rate of 5% per annum on the amount of the development charge, in accordance with Section 26 of the *Development Charges Act, 1997*, as amended and the Town of Goderich's Development Charge Interest Rate Policy.

8.2 Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in writing sent by prepaid registered post, addressed in the case of notice given by the Town of Goderich, to:

Clerk  
Attention: Andrea Fisher  
The Corporation of the Town of Goderich  
57 West Street,  
Goderich ON N7A 2K5  
519-524-8344 ext. 210  
Email: [afisher@goderich.ca](mailto:afisher@goderich.ca)

And in the case of notice given by the Applicant, to:

Southbridge Health Care GP Inc.  
Attention: Alexandre De Costa  
766 Hespler Road  
Suite #301  
Cambridge, Ontario N3H5L8  
519-621-8886 ext. 108  
Email:

## **8 9. WARRANTY**

The Applicant represents and warrants to the Town of Goderich as follows:

9.1 The Applicant is a corporation validly subsisting under the laws of Ontario and has full corporate power and capacity to enter in this Agreement; and

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

**10. BINDING ON SUCCESSORS**

It is agreed by and between the Parties hereto that this Agreement shall be enforceable by and against the Parties hereto, their heirs, executors, administrators, successors and assigns and that the Agreement and all the covenants by the Applicant herein contained shall run with the Lands for the benefit of the Town of Goderich.

**IN WITNESS WHEREOF** the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND  
DELIVERED

)  
) CVH (NO.2), BY ITS GENERAL PARTNER  
) SOUTHBRIDGE HEALTH CARE GP INC.  
)  
) \_\_\_\_\_c/s  
) Name:  
) Title:  
) I have authority to bind the corporation.  
)  
)  
) THE CORPORATION OF THE TOWN OF  
) GODERICH  
)  
)  
) \_\_\_\_\_  
) Mayor, Myles Murdock  
)  
) \_\_\_\_\_  
) Clerk, Andrea Fisher  
)

**SCHEDULE "A"**  
**DESCRIPTION OF "LANDS"**

Plan 22M24 BLK 1, Town of Goderich, County of Huron

**SCHEDULE "B"**  
**SOLICITOR'S CERTIFICATE**

Not required – left intentionally blank.