

**THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE
BY-LAW NO. 5020-17**

459 Line 1 Road
Roll No # 2627 020 014 21201

A BY-LAW TO AUTHORIZE A FRONT-ENDING AGREEMENT
BETWEEN THE CORPORATION OF THE TOWN OF
NIAGARA-ON-THE-LAKE AND BICE BUILDERS LTD.

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE
TOWN OF NIAGARA-ON-THE-LAKE as follows:

1. THAT the Agreement dated the 11th day of December 2017 between the Corporation of the Town of Niagara-on-the-Lake and Bice Builders Ltd, be and the same is hereby approved; and
2. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal; and
3. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 11th DAY
OF DECEMBER 2017.**

LORD MAYOR PAT DARTE

TOWN CLERK PETER TODD

THIS AGREEMENT made this 11th day of December 2017.

BETWEEN:

THE CORPORATION OF THE TOWN
OF NIAGARA-ON-THE-LAKE
(Hereinafter called the 'Town')

OF THE FIRST PART,

-and- BICE BUILDERS LTD.
(Hereinafter called the 'Owner')

OF THE SECOND PART,

WHEREAS Section 2(1) of the Development Charges Act, 1997, c. 21 (herein called The Act) enables a municipality to impose development charges against land to pay for increased capital costs required because of increased need for services arising from development;

AND WHEREAS Section 44(1) of The Act enables a municipality in which a development charges by-law is in force to enter into a front-ending agreement;

AND WHEREAS the Town did enact By-law 4679-13 on November 18, 2013 being a by-law with respect to development charges;

AND WHEREAS the Owner has installed a sanitary sewer main, in accordance with By-law 4935-17, in the Line 1 Road allowance, west of Homestead Drive, extending from the existing sanitary sewer main westerly a distance of 131.2 metres, in order to provide for the development of certain lands in the Town of Niagara-on-the-Lake;

AND WHEREAS the subject sanitary sewer main will provide a potential benefit to those owners of lands in the vicinity of the sanitary sewer main should those properties connect to the sanitary sewer main;

AND WHEREAS should owners of identified lands benefit from connection to the subject sanitary sewer main the Town will collect a buy-in charge as calculated herein.

NOW THEREFORE in consideration of the mutual promises and covenants herein contained and the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Owner to the Town (the receipt thereof is hereby acknowledged), the parties hereto covenant and agree one with the other as follows:

1. The subject works are the installation of a sanitary sewer main in the Line 1 Road allowance, west of Homestead Drive, extending from the existing sanitary sewer main westerly a distance of 131.2 metres.
2. The area that will benefit from the installation of the subject works is as shown in Schedule 'A' attached.
3. The cost of the subject works is \$139,859.65.
4. The Owner is responsible for the total cost of the subject works and shall be eligible for reimbursement in accordance with the terms of this agreement.
5. The method of calculating the amount to be reimbursed to the Owner by each benefitting property owner shall be:

$$\frac{\text{Area of Benefitting Property}}{\text{Total Benefitting Lands Area}} \times \$139,859.65 = \text{Reimbursement Amount}$$

NOTE: The total reimbursement amount to the Owner shall not exceed the costs of the subject works

6. The Town agrees to collect, at the time of development of the benefitting lands, the amounts as may be calculated in accordance with the terms of this agreement, and to transfer those amounts to the Owner.
7. Development shall include the issuance of a building permit for construction of a new building or connection of an existing building to the sanitary sewer system, payment at the time of a subdivision agreement made pursuant to Section 51 of the Planning Act, or as a condition of a consent made pursuant to Section 53 of the Planning Act.
8. The parties agree that this agreement shall remain in effect for a period of ten (10) years from the date of ratification by the Council of the Corporation of the Town of Niagara-on-the-Lake. Extension of this time period may be granted by way of amendment to this agreement.
9. This agreement shall enure to the benefit of the parties hereto and shall apply to the heirs and successors in title to the benefitting lands identified herein and, in this regard, shall be registered on the title of the benefitting lands in the registry office of Niagara North.

IN WITNESS WHEREOF the Owner has hereunder set their hand seal and Town has hereunto affixed its Corporate Seal under the hands of its Lord Mayor and Town Clerk.

SIGNED, SEALED AND DELIVERED
in the presence:

THE CORPORATION OF THE TOWN OF
NIAGARA-ON-THE-LAKE:
Per:

LORD MAYOR PAT DARTE

TOWN CLERK PETER TODD
We have the authority to bind the corporation

BICE BUILDERS LTD.
Per:



I, Josh Bice, have the authority to bind the
corporation.

SCHEDULE A

BENEFITTING PROPERTY INFORMATION		Area (ha)	Benefitting Area as %	Individual Cost
1	Roll: 020-014-20001 Owner: ALLEN ROBERT CHRISTOPHER & ALLEN, ELISABETH PIN: 46384-0021 (LT) Legal: PT TWP LT 119 NIAGARA PT 1 30R1408 EXCEPT PT 1 30R2231 & PT 1 30R3636	0.11	0.476%	\$665.73
2	Roll: 020-014-20002 Owner: KUIJER GERARDUS PIN: 46384-0022 (LT) Legal: PT TWP LT 119 NIAGARA PT 1 30R2231 & PT 1 30R3636 EXCEPT PT 1 30R2361;	0.09	0.389%	\$544.05
3	Roll: 020-014-20700 Owner: BICE ERIN ELIZABETH PIN: 46384-0004 (LT) Legal: PT TWP LT 118 NIAGARA AS IN RO606409	0.16	0.692%	\$967.83
4	Roll: 020-014-20200 Owner: 1238841 ONTARIO LIMITED PIN: 46384-0014 (LT) Legal: PT TWP LT 119 NIAGARA AS IN RO288833	2.02	8.737%	\$12,219.54
5	Roll: 020-014-20600 Owner: WERNER WILLIAM & WERNER SUSAN PIN: 46384-0002 (LT) Legal: PT TWP LT 118 NIAGARA AS IN RO226666	0.17	0.735%	\$1,027.97
6	Roll: 020-014-20800 Owner: SIEMENS PETER JOHN & SIEMENS KATHARINA PIN: 46384-0003 (LT) Legal: PT TWP LT 118 NIAGARA AS IN RO182739	0.15	0.649%	\$907.69
7	Roll: 020-014-20500 Owner: MAKINS TIMOTHY RICHARD & MAKINS, CARRIE JO-ANNE PIN: 46384-0005 (LT) Legal: PT TWP LT 118 NIAGARA PT 1 30R8381	0.40	1.730%	\$2,419.57
8	Roll: 020-014-20901 Owner: DORTONO MARTIN JAMES & DORTONO DARLENE ROSE PIN: 46384-0006 (LT) Legal: PT TWP LT 118 NIAGARA AS IN R0589258	0.25	1.081%	\$1,511.88
9	Roll: 020-014-20900	1.39	6.012%	\$8,408.36

	Owner: 1834489 ONTARIO INC PIN: 46384-0007 (LT) Legal: PT TWP LT 118 NIAGARA AS IN RO257974			
10	Roll: Owner: RACHEL BICE PIN: 46384-0540 (LT) Legal: PART TWP LT 118 NIAGARA PT 3 30R14818	0.09	0.389%	\$544.05
11	Roll: Owner: BICE BUILDERS LTD. PIN: 46384-0542 (LT) Legal: PT TWP LT 118 NIAGARA PART 2, 30R14818	0.09	0.389%	\$544.05
12	Roll: Owner: BICE BUILDERS LTD. PIN: 46384-0543 (LT) Legal: PT TWP LT 118 NIAGARA PART 1, 30R14818;	0.19	0.822%	\$1,149.65
13	Roll: 020-014-21202 Owner: ARNOLD, TERESA JANINA BRZEZNIAK PIN: 46384-0539 (LT) Legal: PT TWP LT 118 NIAGARA AS IN RO585193	0.29	1.254%	\$1,753.84
14	Roll: 020-014-20410 Owner: DE BOER ELISABETH PIN: 46384-0241 (LT) Legal: PT TWP LT 118 NIAGARA PT 2 30R8381;	0.38	1.644%	\$2,299.29
15	Roll: 020-014-20305 Owner: ENNS RUDY DAVID & WIENS ENNS, DOROTHEA PIN: 46384-0242 (LT) Legal: PT TWP LT 118 NIAGARA PT 1 30R8411	0.14	0.606%	\$847.55
16	Roll: 020-014-21000 Owner: NEUMANN JUAN & NEUMANN DARLENE PIN: 46384-0008 (LT) Legal: PT TWP LT 118 NIAGARA PT 2 & 3 30R8124	2.25	9.732%	\$13,611.14
17	Roll: 020-014-21005 Owner: NICKEL CARL BRUCE & NICKEL CHRISTINA PIN: 46384-0009 (LT) Legal: PT TWP LT 118 NIAGARA PT 1 30R8124	0.31	1.341%	\$1,875.52
18	Roll: 020-014-21101	0.28	1.211%	\$1,693.7

	Owner: VOOGT MICHAEL JOHN & VOOGT NANCY LOUISE PIN: 46384-0010 (LT) Legal: PT TWP LT 118 NIAGARA AS IN RO718533			
19	Roll: 020-014-21100 Owner: PENTESCO JUSTIN PIN: 46384-0245 (LT) Legal: PT TWP LT 118 NIAGARA PT 1 30R9152	0.18	0.779%	\$1,089.51
20	Roll: 020-014-20400 Owner: KONIK MARION S PIN: 46384-0537 (LT) Legal: PART TWP LOT 118, NIAGARA, PARTS 1 & 2, 30R14834	0.42	1.817%	\$2,541.25
21	Roll: 020-014-20300 Owner: GREY FOREST HOMES LTD PIN: 46384-0538 (LT) Legal: PT TWP LOT 118, PARTS 2 & 3, 30R9152 & 3,4,5,6, & 7 30R14834	5.88	25.433%	\$35,570.5
22	Roll: 020-014-21200 Owner: 1834489 ONTARIO INC PIN: 46384-0534 (LT) Legal: PT TWP LT 118 NIAGARA AS IN RO585194	3.29	14.230%	\$19,902.03
23	Roll: 020-014-19990 Owner: GREY FOREST HOMES LTD. PIN: 46384-0340 (LT) Legal: PT TWP LT 119 NIAGARA AS IN RO451195 EXCEPT PT 1 & 2 30R10046 & PT 1 TO 3 30R10160	4.34	18.772%	\$26,254.45
24	Roll: Owner: KUIJER, GHISLAINE JTEN KUIJER, LEO PIN: 46384-0529 (LT) Legal: PT OF TWP LOT 119 NIAGARA PT 1 ON 30R13998	0.13	0.562%	\$786.01
25	Roll: Owner: NICKASON, BLAINE JODAN NICKASON, AMANDA ELIZABETH PIN: 46384-0544 (LT) Legal: PT OF TWP LOT 119 NIAGARA BEING PT 1 ON 30R14954;	0.06	0.260%	\$363.64
26	Roll: Owner: KUIJER, GERARDUS WILHELMUS CORNELIUS & KUIJER, BRENDA ANN PIN: 46384-0545 (LT) Legal: PT OF TWP LOT 119 NIAGARA BEING PT 2 ON 30R14954	0.06	0.260%	\$363.64
TOTALS		23.12	100%	\$139,859.65