

THE CORPORATION OF THE
TOWN OF PELHAM

BY-LAW NO. 2122 (1999)

Being a by-law to authorize the Mayor and Clerk to enter into
an Agreement with Tony Colaprete

WHEREAS the Council of the Corporation of the Town of Pelham deems it desirable
to enter into a Development Agreement with Tony Colaprete with regard to the development of
two (2) residential lots on Comfort Court.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN
OF PELHAM ENACTS AS FOLLOWS:

- (1) THAT the Development Agreement attached hereto and made part of this by-law
between the Corporation of the Town of Pelham and Tony Colaprete be and the same is hereby
approved.
- (2) THAT the Mayor and Clerk be and each of them is hereby authorized and instructed
on behalf of the Corporation of the Town of Pelham to execute the said Development Agreement
and the Clerk is hereby authorized to affix the Corporate Seal thereto.

READ A FIRST, SECOND AND THIRD TIME
AND FINALLY PASSED BY COUNCIL THIS
18TH DAY OF OCTOBER, 1999 A.D.


MAYOR RALPH BEAMER


CLERK CHERYL MICLETTE



FOR OFFICE USE ONLY

LT 151110

CERTIFICATE OF RECEIPT
RECEIVED

NIAGARA SOUTH / EUP (SO) WELLAND

00 FEB 10 PM 10 28

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☐Land Titles ☒

(2) Page 1 of 7 pages

(3) Property Identifier(s) 64036-0129 (LT)BlockProperty

Additional:
See
Schedule ☐

(4) Nature of Document

Notice of Development Agreement

(5) Consideration

Dollars \$

(6) Description

Parcel 14-1, Section 59-Pelham-6
Part Lot 14, Concession 6
Town of Pelham
Regional Municipality of Niagara
designated as Parts 1 and 2 on Plan 59R-10870
and being all of the P.I.N.

(7) This Document Contains:

(a)Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:
Description ☐Additional Parties ☐Other ☒

(8) This Document provides as follows:
The Corporation of the Town of Pelham has an unregistered estate, right, interest or equity in the land registered in the name of Tony Colaprete, and hereby applies under Section 71 of the Land Titles Act for the entry of a Development Agreement.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)Signature(s)Date of Signature
YMD

COLAPRETE, Tony
(Owner)

(11) Address for Service
R. R. #4, Fenwick, Ontario, L0S 1C0

(12) Party(ies) (Set out Status or Interest)

Name(s)Signature(s)Date of Signature
YMD

THE CORPORATION OF THE TOWN OF PELHAM
BY ITS SOLICITORS
BROOKS, BIELBY & SMITH
(Town/Applicant)

BROOKS, BIELBY & SMITH
PER:
(R. Bruce Smith)

20000209

(13) Address for Service
P. O. Box 400, Fonthill, Ontario, L0S 1E0

(14) Municipal Address of Property

Part 1 - 3 Comfort Court
Part 2 - 1 Comfort Court
Fenwick, Ontario
L0S 1C0

(15) Document Prepared by:

Brooks, Bielby & Smith
247 East Main Street
Welland, Ontario
L3B 3X1

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

-1-

THIS AGREEMENT made in triplicate this *21st* day of *January*, 2000 A.D.
BETWEEN:

TONY COLAPRETE

Hereinafter called the "Owner"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

OF THE SECOND PART

WHEREAS the Owner purports to be the owner of the lands in the Town of Pelham described in Schedule "A" and has applied to the Land Division Committee of the Regional Municipality of Niagara for consent under applications B304/99 and B356/99 and has obtained such consents subject to conditions;

AND WHEREAS the decision of the Land Division Committee was conditional upon, among other things, the entering into an Agreement by the Owner and the Town;

AND WHEREAS the Town requires the Owner, before final approval of the consents, to agree to certain terms and conditions for the development for which approval is sought;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Town approving the said proposed development, and in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Owners to the Town (the receipt thereof is hereby acknowledge), the Parties hereto mutually covenant and agree as follows:

1. DEFINITIONS in this Agreement: -

- (a) "TOWN CLERK" shall mean the Clerk of the Corporation of the Town of Pelham.
- (b) "COUNCIL" shall mean the Council of the Corporation of the Town of Pelham.
- (c) "DIRECTOR" shall mean the Director of Operations of the Corporation of the Town of Pelham.

2. REGISTRATION:

- (a) The Owner covenants and agrees to the registration of this Agreement against the lots which have been created by the consents granted by the Land Division Committee of the Regional Municipality of Niagara.
- (b) The Owner shall pay to the Town all legal costs incurred by the Town in connection with the registration, consideration and final preparation of this document.

(c) The Owner covenants for himself, his successors and assigns and the Owners from time to time of the said lands and the burden of the covenants contained in this Agreement shall be deemed to be negative and shall run with and be binding upon the lands described in said Schedule "A" to and for the Town, its successors and assigns.

3. GENERAL:

- (a) (i) For the purpose hereof the term "works" means any and all works required to be carried out within the road allowance of Comfort Court.
- (ii) At the time of the execution of this Agreement the Owner will pay to the Town a deposit to guarantee its compliance with this Agreement in the amount of One Hundred percent (100%) of the estimated value of the works required pursuant to this Agreement, as such estimate is provided by the Owner and accepted by the Town, such estimated value being the sum of One Thousand Seven Hundred Dollars (\$1,700.00). Such works shall include all driveway entrances, road restoration and trees.
- (iii) Further, the Owner shall pay to the Town the sum of Five Hundred Dollars (\$500.00) to cover the expense of inspection of the works by the Director.

(b) Such deposit shall be paid to the Town in cash or in the form of an Irrevocable Letter of Credit from a chartered bank or a recognized lending institution, subject to the approval of the Treasurer.

(c) Such deposit may be used to pay for the cost of any work performed by the Town in accordance with sub-paragraph (a) above in the event of the failure of the Owner to comply with any terms of this Agreement.

(d) Such deposit, less any amounts expended to enforce compliance with this Agreement and any amounts refunded or reduced as the work required by this Agreement progresses, shall be returned to the Owner, without interest, when all the terms and provisions of this Agreement, except those relating to maintenance have been fulfilled to the reasonable satisfaction of the Town.

(e) The Town may, from time to time, demand an increase in the sum of the deposit in accordance with increases in the cost of performing the works required herein to be completed.

4. PARKS DEDICATION:

The Owner shall pay to the Town the sum of \$4,000.00 as payment of cash in lieu of dedication of 5% of the land to the Town for parks purposes pursuant to Section 53 (3) of the Planning Act.

5. DEVELOPMENT CHARGES:

At the time of issuance of a building permit, the Owner shall pay to the Town a development charge in effect at the time of issuance of a building permit in accordance with the Development Charge by-law in effect at the time of issuance of the building permit.

6. TAXES:

The Owner agrees to pay all arrears of taxes outstanding against the property described in Schedule "A" to this agreement and shall pay all taxes on this property on the present basis of assessment, whether previously levied or not, until such time as the lands being subdivided have been assessed according to the parcels created by the consent. The Owner further agrees that when the said lands have been reassessed, to pay all current taxes as established by the reassessment, or any additional amounts as thereby required.

7. NATURAL DRAINS:

The Owner shall not change or do any work that will prejudicially affect any natural watercourse or drainage ditch without making full and proper provisions for the continuance of such drainage facilities. The proposed proper provision to be made by the Owners shall be subject to approval of the Director. In the event changes are made, after having been approved by the Director, the Owner nevertheless shall be solely responsible for any damage caused thereto, and shall indemnify and save harmless the Town therefrom.

8. PRIVATE WATER SYSTEM:

The Owner shall ensure the availability of potable water supply to the satisfaction of the Niagara Regional Health Services Department. The approval of the Niagara Regional Health Services Department for potable water supply must be obtained before any building permit for a habitable structure on any lot will be issued by the Town.

9. PRIVATE SEWAGE SYSTEM:

(a) The Owner shall obtain approval from the Niagara Regional Health Services Department for the construction of sub-surface disposal system.

10. DRIVEWAY ENTRANCES:

The Owner shall ensure that the excavation, stoning and paving of each driveway, from the traveled portion of the road to the lot line and to the full width of the driveway, is completed either by himself or by the builder, to the satisfaction of the Director. Paving shall consist of a hard surface such as asphalt, concrete, paving stones, paving bricks or other similar materials. Crushed brick is not a suitable alternative.

11. LOT GRADING PLAN:

The Owner shall be responsible for providing, at his expense, a lot grading plan for all the lands described in Schedule "A" attached hereto; said plan to meet with the approval of the Director. The said plan shall show, among other things, the intended description of flow of storm water to, within and from the lot on the plan. The said Lot Grading Plan, dated November 1, 1999, shall be attached to this Agreement as Schedule "B". All elevations shown on Schedule "B" shall be maintained after construction of any building or structure upon the lands affected. Minor changes to the Lot Grading Plan may be permitted subject to the approval of the Director.

12. TREES:

(a) The Owner agrees to maintain as much of the existing tree cover on the lands as is practically possible.

(b) The Owner shall plant one (1) tree per lot located within the boulevard.

(c) The tree as required under subsection (b) shall be of the following type: Norway Maple, Mountain Ash, Locust or Flowering Crab; 4m - 4.5m in height with a caliper of 3.8cm to 5cm and shall be sound, healthy, vigorous and free from plant diseases and insect pests or their eggs and shall have a normal healthy root system.

13. Any notice, demand, acceptance or request (the "notice") provided for in this agreement shall be in writing and shall be deemed to be sufficiently given if personally delivered or sent by registered mail (postage prepaid) as follows:

To the Town at: Town Clerk
 Town of Pelham
 P. O. Box 400
 20 Pelham Town Square
 Fonthill ON L0S 1E0


To the Owner at: R. R. #4
 Fenwick ON L0S 1C0

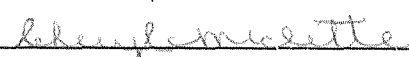
or as such other address as the party to whom such notice is to be given shall have last notified the party giving the notice in the manner provided in this paragraph 13. Any notice delivered to the party to whom it is addressed in this paragraph 13 shall be deemed to have been given and received on the day it is so delivered at such address. Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth day next following the date of its mailing.


14. This Agreement shall enure to and be binding upon the parties hereto and their heirs, executors, trustees, successors, permitted assigns and anyone acquiring any interest in the lands described in Schedule "A".


IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date and year first above written.

THE CORPORATION OF THE TOWN OF PELHAM

PER: 
Mayor Ralph Beamer

PER: 
Clerk Cheryl Miclette


Witness as to the signature of
Tony Colaprete

PER: 
Tony Colaprete

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SCHEDULE "A"

LEGAL DESCRIPTION

Part of Lot 14, Concession 6, Town of Pelham, Regional Municipality of Niagara, more particularly described as Parts 1 and 2, Plan 59R-10870