The Municipal Corporation of the Town of Fort Erie

By-law No. 69-2017

Being a By-law to Authorize the Entry into a Brownfields Rehabilitation Grant Agreement with 2298423 Ontario Inc. (Wilf Goldlust) – Willow Trail Subdivision

Whereas By-law No. 109-10 passed by the Municipal Council of the Town of Fort Erie on September 13, 2010, adopted a Brownfields Community Improvement Plan ("Brownfields CIP"); and

Whereas 2298423 Ontario Inc. has made an application to the Town for a grant under the Town's Brownfields Rehabilitation Grant Program ("Program") in accordance with the Brownfields CIP; and

Whereas Report No. PDS-30-2017 was considered at the Council-in-Committee Meeting held on April 18, 2017, and subsequently approved by Council, to authorize the entry into an Agreement with 2298423 Ontario Inc. under the Program; and

Whereas it is deemed desirable to enter into a Brownfields Rehabilitation Grant Agreement with 2298423 Ontario Inc. for the Willow Trail Subdivision;

Now therefore the Municipal Council of The Corporation of theTown of Fort Erie enacts as follows:

1. **That** the entry into a Brownfields Rehabilitation Grant Agreement with 2298423 Ontario Inc. for the Willow Trail Subdivision, substantially in the form attached as Schedule "A" and forming part of this by-law, is authorized and approved.

2. **That** the Mayor and Clerk are authorized and directed to execute the Brownfields Rehabilitation Grant Agreement and to affix the corporate seal thereto.

3. **That** the Clerk of the Town is authorized to effect any minor modifications, corrections or omissions, solely of an administrative, numerical, grammatical, semantical or descriptive nature to this by-law or its schedules after the passage of this by-law.

Read a first, second and third time and finally passed this 19th day of June, 2017.

_____
Mayor

_____
Clerk

I, Laura Bubanko, the Clerk, of The Corporation of the Town of Fort Erie certifies the foregoing to be a true copy of By-law No. 69-2017 of the said Town. Given under my hand and the seal of the said Corporation, this day of , 20

_____

Schedule "A" to By-law No. 69-2017

Application No. Brownfields-**2**

THIS Brownfields Rehabilitation Grant Agreement made in duplicate

this day of , 2017

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT ERIE
(hereinafter referred to as the "Town ")

and

2298423 ONTARIO INC.
(hereinafter referred to as the "Owner")

WHEREAS the Town has adopted a Brownfield Community Improvement Plan (the "CIP") pursuant to Section 28 of the *Planning Act;*

AND WHEREAS the Owner is the registered Owner of the lands described in Section 1 and Schedule "A" to this agreement (the "subject lands") which are located within the Town of Fort Erie;

AND WHEREAS the Owner has made application (the "application") to the Town for a grant under the Town's Brownfield Rehabilitation Grant Program (the "grant");

AND WHEREAS the Town has approved this application and has agreed to provide a grant pursuant to Section 28(7) of the *Planning Act*;

AND WHEREAS a condition of approval of this application for said grant, the Owner is required by the Town to enter into this Agreement (the "Agreement");

NOW THEREFORE IN CONSIDERATION OF the covenants and warranties and subject to the terms and conditions of this Agreement, the Owner and the Town agree as follows:

1. INFORMATION ON SUBJECT LANDS

1.1 The grant shall apply to the subject lands as set out in Schedule "A" attached.

2. GRANT ELIGIBILITY

2.1 To be eligible for the grant, the remediation/risk management and rehabilitation works on the subject lands (hereinafter referred to as "rehabilitation"), shall conform to and fulfill:

(a) the objectives and requirements of the Brownfields Rehabilitation Grant Program; and
(b) any other requirements as specified by the Town.

2.2 The Owner acknowledges that it has received and read a copy of the Town's Brownfields Tax Assistance/Rehabilitation Grant Program Guide (the "Guide") and the CIP, and the Owner covenants with the Town that the subject lands shall be rehabilitated in accordance with the Town's objectives, policies and requirements set out in the Guide and the CIP.

3. GRANT CALCULATION AND PAYMENT

3.1 The annual grant will be calculated as a percentage of the increase in municipal (Town and Region) property taxes on the subject lands that result from the development with this percentage as identified in the table below.

Brownfields Rehabilitation Grant Level	
Type of Brownfield Redevelopment Project	**Grant Level**
Project is LEED Platinum certified and/or is a Showcase site that is LEED Gold certified	100%
Project is LEED Gold certified and/or incorporates all five (5) Niagara Region Smart Growth Principles and/or is a Showcase site that is LEED certified or LEED Silver Certified	90%
Project is LEED Silver certified and/or incorporates four (4) of the five (5) Niagara Region Smart Growth Principles and/or is a Showcase site	80%
Project is LEED certified and/or incorporates three (3) of the five (5) Niagara Region Smart Growth Principles	70%
All other projects	60%

3.2 The annual grant payments will cease on the earlier of:
a) the point in time when the total of all annual grant payments equals total eligible Brownfields Rehabilitation Grant Program costs that have been approved by the Town; or,
b) ten (10) years after the date of execution of this Agreement

3.3 The grant payments shall be calculated according to Subsections 3.6, 3.7 and Schedules B and C of this Agreement.

3.4 Some of the figures in Schedule C are estimated maximum amounts only. The actual grant payment amounts will be based on the actual post-project assessed value (AV) as determined by the Municipal Property Assessment Corporation (MPAC) and actual applicable Town and Region property tax rates.

3.5 The total value of the sum of the annual grant payments to be provided to the Owner shall not exceed the total costs of rehabilitation that have been accepted by the Town, which costs are estimated, as of the date of this agreement, at **$300,000**.

3.6 Pursuant to the Town's Development Charges By-law No. 43-2014, the Owner elects to apply the costs of environmental remediation (Items a) - f) in Section 5.4.2 of the Brownfields Rehabilitation Grant Program of the Town's Brownfields Community Improvement Plan) against development charges payable (Brownfield Development Charge Exemption) with said reduction of up to 75% of Town development charges payable to be paid by a reduction by 75% of Town development charges payable at the time of building permit issuance (after any demolition charge credits are applied).

3.7 The amount of any Brownfield Development Charge Exemption by the Town pursuant to Clause 3.6 above to the Owner and the amount of any Brownfield Development Charge Exemption by The Regional Municipality of Niagara to the Owner, will be deducted from the actual total costs of rehabilitation that have been accepted by the Town, which costs are estimated, as of the date of this Agreement, at a maximum of **$300,000**.

3.8 Where at any time after the original rehabilitation (including development) of the subject lands, new construction is added to the subject lands that is not part of the original program application, the grant will be calculated only in respect of the original rehabilitation (including development) contained in the original application, based on the assessed value and property taxes in the last year before revaluation by MPAC as a result of the new construction added to the subject lands.

3.9 The annual grant payment shall be calculated and provided by the Town, provided it is satisfied in its sole discretion that rehabilitation of the subject lands took place in accordance with the proposed rehabilitation works as specified in the application, accompanying documentation, and this Agreement;

3.10 The Town shall review all cost estimates and documentation submitted in support of the application in evaluating the estimated costs eligible for a grant, which costs, when designated by the Town, shall constitute the maximum costs eligible for a grant. In the event the Town is not satisfied with said cost estimates, the Town may substitute it's opinion of such amounts for the purposes of calculating the eligible costs for the grant.

3.11 The decision of the Town regarding the total amount of eligible costs, the calculation of the total estimated grant, and the calculation of the actual grant is final, and in the Town's sole discretion.

3.12 Payment of the grant is subject to the Town's review and satisfaction with all reports and documentation submitted in support of the application, including but not limited to:

documentation of the estimated and actual costs of eligible works. Any and all of these costs may be, where required by the Town, subject to verification, third party review or independent audit, at the sole expense of the Owner.

3.13 The Owner shall not be entitled to a grant payment unless and until it has met all the conditions of this Agreement to the satisfaction of the Town. Except where expressly stated in this Agreement, all conditions in this Agreement are for the benefit of the Town and may only be waived by the Town. No waiver is effective unless in writing.

3.14 Any and all grant payments that have been provided to the Owner will become payable to the Town upon notice in writing from the Town that one or more of the conditions set out in the application, this Agreement, or the Brownfields Rehabilitation Grant Program have not been met.

3.15 Grants are not payable by the Town until such time as additional assessment eligible for a grant has been added to the assessment roll by MPAC, property taxes have been billed by the Town, and property taxes have been paid in full for one year on the property.

3.16 For subject lands that continue to be owned by the Owner after execution of this Agreement, if property taxes are owing on said subject lands for more than one full year, the Town will have the option, upon notice to the Owner, and at its sole discretion, to terminate this Agreement and all future grant payments that apply to said subject lands.

3.17 For subject lands that have been sold (individual residential lots/residential units/ individual commercial lots/commercial units) after execution of this Agreement and where property taxes are owing for more than one full year, annual grant payments to the Owner for said subject lands will not be issued until such time as the property taxes have been paid in full for said subject lands, at which time an adjusted (if necessary) retroactive grant payment will be made by the Town to the Owner for said subject lands.

3.18 For subject lands that have been sold (individual residential lots/residential units/ individual commercial lots/commercial units) after execution of this Agreement, where the new owner has filed an assessment appeal, annual grant payments to the Owner for said subject lands will not be issued until such time as all assessment appeals relating to the value of said subject lands have been filed and finally determined, at which time, an adjusted (if necessary) retroactive grant payment will be made by the Town to the Owner for said subject lands.

3.19 The first grant payment as finally determined by the Town shall be paid to the Owner by the Town, subject to the provisions of this Agreement, following the property taxation year in which the property taxes increase as a result of the completed rehabilitation.

3.20 In the event that the accepted remediation/risk management works as described in the original Brownfields Rehabilitation Grant application are not commenced within one (1) year of the signing of this agreement, this agreement shall be at an end, and no grant payments shall be paid to the Owner. The Town’s decision as to when such works are commenced is final.

3.21 Annual grant payments under the Brownfields Rehabilitation Grant Program will not be provided by the Town until the Owner has satisfied the Town that:

a) the rehabilitation of the subject lands has been completed in accordance with the rehabilitation as described in the application;

b) the Owner has supplied the Town with the actual amount of the eligible Brownfields Rehabilitation Grant Program costs incurred by the Owner;

c) there are no outstanding work orders and/or orders or requests to comply from any Town department or other regulatory authority in respect of the subject lands, and the business of the Owner conducted on the subject lands;

d) the Owner and the subject lands are in full compliance with:

   i) any Agreement(s) relating to the property in favour of the Town, including any Agreement relating to: subdivision, modified subdivision, service, site plan approval, encroachment, joint sewer & water use, easement or other Agreement; and,

   ii) bylaws of the Town and provincial or federal legislation and regulations.

e) there are no unpaid charges where applicable against the subject lands in favour of the Town and Region, including but not limited to: development charges, parkland dedication fees, special assessments and local improvement charges; and,

f) the Owner has not appealed the post-project assessed value on the subject lands that continue to be owned by the Owner after the execution of this Agreement and there exists no other pending appeal which has not been settled completely in respect of the post-project assessed value.

4. CORPORATE STATUS

4.1 The Owner warrants and represents to the Town that:

a) the Owner has been duly incorporated as a corporation and is in good standing under the *Business Corporations Act* and is in compliance with all laws that may affect it and will remain so throughout the term of this Agreement;

b) the Owner has the corporate capacity to enter into this Agreement and to perform and meet any and all duties, liabilities and obligations as may be required of it under this Agreement;

c) the Owner is a resident Corporation of Canada as of the date of this Agreement and that in the event the Owner ceases to be a resident Corporation of Canada, the Owner shall immediately notify the Town, and it is agreed, the Town may deduct from any or all annual grant payments, such sum(s) as may be required by Canada Customs and Revenue Agency in order to meet the Town's obligations as a payor and the Owner's obligations under the *Income Tax Act (Canada)* and other applicable laws.

d) to the best of its knowledge and belief, there are no actions, suits or proceedings pending or threatened against or adversely affecting the Owner in any court or before or by any federal, provincial, Town or other governmental department, commission, board, bureau or agency, Canadian or foreign, which might materially affect the financial condition of the Owner or title to their property or assets; and,

e) the Owner shall notify the Town immediately of any material change in the conditions set out in paragraphs (a)-(d) above.

5. PROVISIONS RELATING TO THE OWNER

5.1 At the time the Owner signs this Agreement, the Owner will provide the Town with a certified true copy of a resolution of the Board of Directors of the Owner (certified by an officer of the corporation) that authorizes the Owner to enter into this Agreement with the Town.

5.2 At the time of application, the Owner submitted to the Town for its review and acceptance all required documentation and plans for the rehabilitation of the subject lands.

5.3 The Owner shall rehabilitate the subject lands in accordance with the plans submitted to the Town to the extent such plans have been accepted by the Town for purposes of the application and this Agreement.

5.4 Once the environmental remediation/risk management works are complete, and prior to the issuance of any grant payments, the Owner shall file a record of site condition (RSC) in the Environmental Site Registry under Section 168.4 of the *Environmental Protection Act* and provide the Town with a copy of this RSC and proof of acknowledgement of the RSC by the Ministry of Environment.

5.6 The Owner agrees that the rehabilitation of the subject lands and construction of buildings thereupon shall be made in compliance with all required building permits, and constructed in accordance with the Ontario Building Code and all applicable zoning by-law requirements, Town requirements and other approvals required at law.

5.7 The Owner covenants to the Town that building(s) and improvements that are the subject of this Agreement will not be demolished, in whole or in part prior to the advance of all of the grant payments.

5.8 Upon completion of the rehabilitation, the Owner shall provide the Town with documentation satisfactory to the Town as to the amount of the actual eligible Brownfields Rehabilitation Grant Program costs actually incurred by the Owner, and the Town shall, in its sole discretion designate the approved total grant available.

5.9 The Owner will provide to the Town, upon request, a rehabilitation status report signed by the Owner to confirm the status and completion of the approved eligible works, including, but not limited to, the rehabilitation schedule, the existence and extent of any faults or defects, the value of the work done under any contract, the amount owing to any contractor and the amounts paid or retained by the Owners on any contract.

5.10 The Owner shall ensure there are no liens or other claims outstanding in respect of the subject lands, including its rehabilitation, all accounts for work and materials which could

give rise to any claim for a construction lien against the subject lands have been paid; and there is no default by the Owner with respect to any of the terms of this Agreement.

5.11 The Owner shall ensure that the Owner is at all times in compliance with the *Construction Lien Act,* including its holdback provisions.

5.12 The Owner covenants to the Town that the Owner shall use the subject lands in compliance with this Agreement, all Town by-laws pertaining to use, and all applicable environmental laws.

5.13 The Owner covenants to the Town that the Owner will require, as a term of every lease, that tenants of the subject lands comply with all Town by-laws pertaining to use, and all applicable environmental laws.

5.14 The Owner agrees to comply with all outstanding work orders and/or orders or requests to comply from any and all Town departments during the term of this Agreement.

5.15 The Owner covenants to the Town that the subject lands that continue to be owned by the Owner shall be maintained in their rehabilitated condition and not re-contaminated during the term of this Agreement.

5.16 The Owner covenants to the Town that the Owner shall not commit or permit any waste to be dumped or any nuisance upon the subject lands that continue to be owned by the Owner, or permit any part of the subject lands that continue to be owned by the Owner to be used for any dangerous occupation or business or for any noxious or offensive trade.

5.17 The Owner's lawyer shall provide to the Town, prior to the Town's execution of this Agreement, their Lawyer's Certificate of Title and Registration certifying to the Town, in a form satisfactory to the Town's Solicitor that:

a) the Owner named in this Agreement is the registered Owner of the subject property;
b) the Agreement has been executed on behalf of the corporate Owner by individual(s) who have authority to bind the corporate Owner; c) a complete legal description of the subject lands is set out in Schedule "A" of this Agreement; and
d) there are no liens, claims or encumbrances registered against the title to the subject lands, except: (list charge/mortgages and easements).

5.18 The Owner covenants to the Town that where the ownership of part or all of the subject lands ceases for any reason to be in the Owner's name by sale, conveyance, assignment or otherwise, prior to the advance of all of the grant, the Owner will notify the Town in writing of said change of ownership at least 30 days prior to said change of ownership.

5.19 The Owner may assign the grant approved under this Agreement to an assignee, provided:

a) the Owner is not in default of any of the terms and conditions set out in the application, this Agreement, and the Brownfields Rehabilitation Grant Program;

b) the assignee agrees in writing to be bound by all of the Owner's obligations and maintenance conditions under this Agreement that have not been fulfilled; and,
c) the Owner and the assignee execute such written consent, agreement or other documentation as required by the Town.

5.20 The Owner will be responsible for ensuring that they can be contacted by the Town for the purpose of delivering grant cheques.

5.21 The Owner acknowledges that without limiting the generality of the other provisions of this Agreement:

a) the onus and responsibility is upon the Owner at all times to assume all costs of rehabilitation of the subject lands and to apply for and obtain, at the Owner's expense, all approvals required from the Town and all other agencies for the rehabilitation of the subject property, including but not limited to all Official Plan Amendments, Zoning By-law amendments, minor variances, and site plan approval;
b) Notwithstanding any other provisions of this Agreement, the Owner and the Town agree that none of the provisions of this Agreement (including a provision stating a party's intention) is intended to operate, nor shall have the effect of operating, in any way to fetter either the Municipal Council which authorized the execution of the Agreement or any of its successor councils in the exercise of any of Council's discretionary powers, duties or authorities. The Owner acknowledges that it will not obtain any advantageous planning or other consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.
c) the Owner releases and indemnifies the Town from any liability in respect of the Town's reviews, decisions, inspections or absence of inspections regarding the rehabilitation works that are subject of this Agreement, and the Owner agrees that it is its responsibility at all times to prepare and implement its rehabilitation works as would a careful and prudent landowner;
d) nothing in this Agreement is intended to impose or shall impose upon the Town any duty or obligation to inspect or examine the land for compliance or non-compliance or to provide an opinion or view respecting any condition of development; and,
e) nothing in this Agreement is intended to be or shall be construed to be a representation by the Town regarding compliance of the land with:
    i) applicable environmental laws, regulations, policies, standards, permits or approvals; or,
    ii) other by-laws and policies of the Town.

5.22 If the Town determines in its sole discretion that any of the conditions of this Agreement are not fulfilled, the Town may at its sole discretion cease or delay grant payments, and/or require repayment of grant payments already made to the Owner, and/or terminate this Agreement, and the Owner shall not have any claim for compensation or reimbursement of these costs and expenses against the Town and the Town is not liable to the Owner for losses, damages, interest, or claims which the Owner may bear as a result of the Town exercising its rights herein to cease or delay grant payments, require repayment of grant payments already made to the Owner, or terminate this Agreement.

5.23 The Owner shall indemnify and save harmless from time to time and at all times, the Town and its officials, officers, employees, and agents from and against all claims, actions, causes of action, interest, demands, costs, charges, damages, expenses and loss made by any person arising directly or indirectly from:

a) the Town entering into this Agreement; and

b) any failure by the Owner to fulfil its obligations under this Agreement. This indemnification shall, in respect of any matter arising prior to the termination of this Agreement, remain in force following termination or expiry of this Agreement.

5.24 The Owner is bound by this Agreement, unless, prior to the Owner receiving the first Grant payment, the Owner gives notice in writing to the Town, that the Owner has decided not to accept the Grant contemplated by this Agreement, in which case, this Agreement is terminated.

6. PROVISIONS RELATING TO THE TOWN

6.1 Subject to the provisions of this Agreement, the Town agrees to provide a grant to the Owner with said grant ceasing on the earlier of:

a) the point in time when the total of all annual grant payments provided equals total eligible Brownfields Rehabilitation Grant Program costs that have been accepted by the Town; or

b) ten (10) years from the execution of this Agreement.

6.2 On an annual basis, the Town, upon being satisfied that the Owner is not in default of any of the terms and conditions set out in the application, this Agreement, and the Brownfield Rehabilitation Grant Program, shall pay the annual grant payment.

6.3 If the Owner cannot be reached over a protracted period (more than 2 years), the Town will have the option, without notice and in its sole discretion, to terminate this Agreement and all future grant payments to the Owner.

6.4 If in the opinion of the Town the subject lands that continue to be owned by the Owner are recontaminated and/or not maintained in its rehabilitated condition, the Town may, at its sole discretion, terminate all future grant payments and require repayment of the grant payments already provided by the Town to the Owner.

6.6 The Town, its employees and agents are entitled to inspect the subject lands at any time during usual business hours for the purpose of ascertaining its condition or state of repair or for the purpose of verifying compliance with the provisions of this Agreement.

6.7 The Town retains the right at all times to delay grant payments, and/or not make grant payments where the Town deems that there is non-compliance with this Agreement. In particular, without limiting the generality of the foregoing, the grant is conditional upon periodic reviews satisfactory to the Town to there being no adverse change in the

rehabilitation works and to there being compliance on the part of the Owner with all other requirements contained in this Agreement.

6.8 Communications from the Town to the Owner may be addressed to the Owner at the address of the Owner listed in Section 9 of this Agreement.

7. DEFAULT AND REMEDIES

7.1 On the occurrence of default under this Agreement the Town shall be entitled to its remedies to enforce this Agreement, including, but not limited to:

a) delaying or ceasing grant payments;
b) requiring repayment to the Town by the Owner of the grant payments already made by the Town to the Owner; and/or,
c) terminating the Agreement.

7.2 Default shall be deemed to occur upon any default of the Owner in complying with the terms set out in this Agreement, including, but not limited to, the following:

a) non-compliance with any Town or Regional by-laws, provincial, and/or federal laws and regulations;
b) any representation or warranty made by the Owner is incorrect in any material respect;
c) failure to perform or comply with any of the obligations contained in this Agreement or contained in any other Agreement entered into between the Owner and the Town;
d) the Owner makes an assignment for the benefit of creditors, or assigns in bankruptcy or takes the advantage in respect of their own affairs of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors, or if a receiving order is made against the Owner, or if the Owner is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency, or any default of the Owner under any mortgage or other obligation, or if the subject lands or interest of the Owner in the subject lands becomes liable to be taken or sold by any creditors or under any writ of execution or other like process;
e) this Agreement is forfeited or is terminated by any other provision contained in it.

7.3 The Town may at its sole discretion provide the Owner with an opportunity to remedy any default.

8. ADDITIONAL PROVISIONS

8.1 This Agreement shall remain in effect from the date of its execution by the Town to the earlier of:

a) the Owner informing the Town in writing prior to the first Grant payment, that the Owner has decided not to accept the Grant;

b) the time when the Town informs the Owner in writing that due to the non-fulfilment or non-compliance with a required condition or due to default, this Agreement is terminated;
c) the time when total amount of the grant paid out to the Owner equals the total accepted eligible costs under the Brownfields Rehabilitation Grant Program and this Agreement;
d) ten (10) years from the date of execution of this Agreement.

8.2 Time shall in all respects be of the essence of this Agreement.

8.3 Schedules "A" , "B' and "C" attached to this Agreement form part of this Agreement.

9 NOTICES

9.1 Where this Agreement requires notices to be delivered by one party or the other, such notice shall be given in writing and delivered either personally, by e-mail, by fax or by prepaid first class mail by the party wishing to give such notice to the other party at the address noted below:

To the Owner at:

2298423 Ontario Inc.,.
26 Truman Road
Toronto, On.
M2L 2L5
Attention: Wilf Goldlust, President_____ Mauro Marchioni (solicitor)
Telephone No: 905-**738-1078**
Fax No: 905-**738-0528**

To the Town at:

The Town of Fort Erie
1 Municipal Centre Drive
Fort Erie, ON
L2A 2S6
Attention: Dave Heyworth, Manager-Land Use Policy
Telephone No: 905-871-1600 Ext. 2504
Fax No: 905-871-6411

THIS AGREEMENT shall ensure to the benefit of and be binding upon the parties and their successors and assigns.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

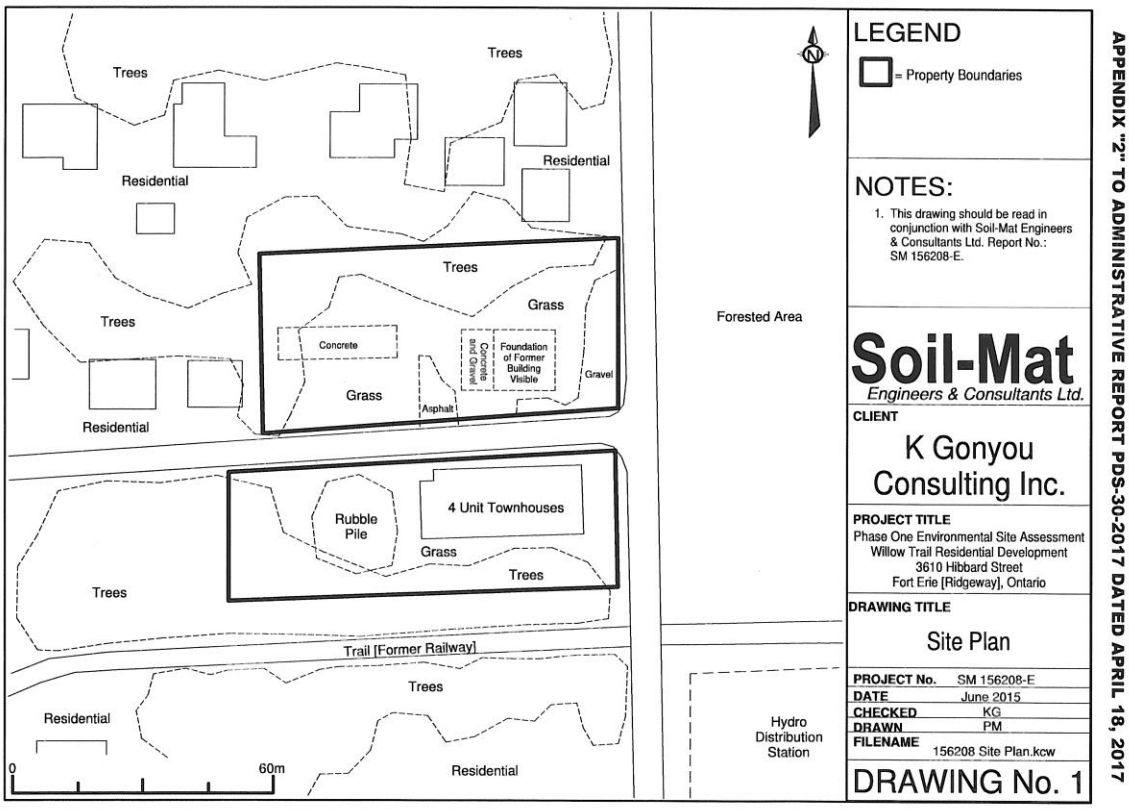
SIGNED, SEALED AND DELIVERED in the presence of	) **THE CORPORATION OF THE**) **TOWN OF FORT ERIE**)))_____) Mayor – Wayne H. Redekop)))_____) Clerk – Laura Bubanko)) We have authority to bind the Corporation.)) **2298423 ONTARIO INC**.)))_____) Wilf Goldlust, Presiden)) I have the authority to bind the Corporation

SCHEDULE "A"

Legal Description of Subject Lands

Part Lot 23, Concession 1 Lake Erie Bertie being Parts 1 & 2 on 59R-14713; subject to an easement in gross over Part Lot 23, Concession 1 Lake Erie Bertie being Part 2 on 59R-14713 as in RO103006, Town of Fort Erie, Being all of PIN 6419 1-0352 (LT) and Part Lot J, Plan 349 Village of Ridgeway, Part Lot 23, Concession 1 Lake Erie Bertie being Parts 3 & 4 on 59R-14713; subject to easement in gross over Part Lot 23, Concession 1 Lake Erie Bertie being Part 3 on 59R-14713 as in RO277345, Town of Fort Erie, Being all of PIN 6419 1-0353 (LT)

As depicted below,



APPENDIX "2" TO ADMINISTRATIVE REPORT PDS-30-2017 DATED APRIL 18, 2017

SCHEDULE "B"

Definitions:

“Municipal post-project property taxes” – the total of Regional and Town of Fort Erie property taxes based on the assessed value of the subject lands as determined by the MPAC when the rehabilitation works (including development) are complete

“Municipal pre-project property taxes” – the total of Regional and Town of Fort Erie property taxes the day before rehabilitation works commence.

“Municipal Tax Increment” = Municipal post-project property taxes - Municipal pre-project property taxes

“Post-project assessed value” – the assessed value of the subject lands as determined by the MPAC when the rehabilitation works are complete.

“Pre-project assessed value” – the assessed value of the subject lands as determined by the Municipal Property Assessment Corporation (“MPAC”) the day before rehabilitation works commence.

“Regional post-project property taxes” – Regional Municipality of Niagara property taxes based on the assessed value of the subject lands as determined by the MPAC when the rehabilitation works (including development) are complete.

“Regional pre-project property taxes” – Regional Municipality of Niagara property taxes the day before rehabilitation works commence.

“Town post-project property taxes” – Town of Fort Erie property taxes based on the assessed value of the subject lands as determined by the MPAC when the rehabilitation works (including development) are complete.

“Town pre-project property taxes” – Town of Fort Erie property taxes the day before rehabilitation works commence.

SCHEDULE " C "

FORMULA TO ESTIMATE BROWNFIELD REHABILITATION GRANT AMOUNT

A. TOTAL ACTUAL ELIGIBLE COSTS = ----------

B.TOTAL TOWN DEVELOPMENT CHARGE EXEMPTION (75%) =

C.TOTAL REGION DEVELOPMENT CHARGE REDUCTION.

D. TOTAL REMAINING ACTUAL ELIGIBLE COSTS FOR BROWNFIELD REHABILITATION GRANT AMOUNT = (A) TOTAL ACTUAL ELIGIBLE COSTS – [(B) TOTAL TOWN DEVELOPMENT CHARGE EXEMPTION (75%) + (C) TOTAL REGION DEVELOPMENT CHARGE REDUCTION].

E. BROWNFIELD REHABILITATION GRANT AMOUNT.= ASSUMED ESTIMATED 60% OF INCREASE IN TAX REVENUE GRANTED BACK TO EQUAL BUT NOT EXCEED TOTAL REMAINING ACTUAL ELIGIBLE COSTS FOR BROWNFIELD REHABILITATION GRANT AMOUNT