

**AFFORDABLE RESIDENTIAL UNITS  
DEVELOPMENT CHARGES EXEMPTION AGREEMENT**

BETWEEN:

**<X>**  
(the “**Owner**”)

-and-

**THE REGIONAL MUNICIPALITY OF NIAGARA  
 (“Niagara Region”)**

WHEREAS:

- A. Subsection 2(1) of the *Development Charges Act, 1997*, S.O. 1997, c. 27 (the “**DC Act**”) provides that the council of a municipality may pass by-laws for the imposition of development charges against land for increased capital costs required because of the needs for services arising from development in the area to which the by-law applies;
- B. Niagara Region has passed By-law No. 2022-71, being a by-law to establish development charges generally for Niagara Region (the “**DC By-law**”);
- C. The Owner is the registered owner of the property, municipally known as **<ADDRESS>** and further described in Schedule “A” to this Agreement (the “**Property**”);
- D. The Owner has proposed to improve the Property with **<DESCRIBE PROJECT>** (the “**Development**”), inclusive of **<X>** affordable residential unit(s) specified in Schedule “A” hereto, as the term is defined in subsection 4.1(1) of the DC Act (the “**Affordable Residential Units**”);
- E. **[Add where applicable:**

***“The Owner has also entered into a municipal housing facilities project agreement with Niagara Region, dated [X] and registered against title to the Property as Instrument Number [X] pursuant to 110 of the Municipal Act, 2001, 2001, c. 25 and By-law No. [X] (the “Municipal Housing Facilities Project Agreement”, wherein it has agreed to provide the Affordable Residential Units on the same terms as to length of affordability and rent as provided in this Agreement;”]***

- F. Subsection 4.1(8) of the DC Act exempts from the payment of development charges a residential unit that is intended to be an Affordable Residential Unit for a period twenty-five (25) years or more from the time that the unit is first rented or sold (the “**Affordability Period**”);
- G. The Owner has applied to and has been approved by Niagara Region for an exemption from the requirement to pay regional development charges in respect of the Affordable Residential Units (the “**Exemption**”);
- H. Subsection 4.1(9) of the DC Act provides that in order to benefit from the Exemption the Owner must enter into an agreement with the municipality that requires a residential unit that is receiving the Exemption to be an Affordable Residential Unit for the duration of the Affordability Period;
- I. At its meeting of [DATE] Council of the Regional Municipality of Niagara approved Policy No. [X] (the “**Policy**”) authorizing staff to enter into agreements relating to the Exemption in accordance with the requirements of the Policy;
- J. This Agreement has been entered into by the Owner and Niagara Region pursuant to Subsection 4.1(9) of the Act in order to evidence, confirm and secure the obligations of the Owner with respect to <X> Affordable Residential Units proposed as part of the Development; and
- K. This Agreement will be registered against the Property and Niagara Region is entitled to enforce the provisions thereof against the Owner and, subject to the *Registry Act*, R.S.O. 1990, c. R.20, and the *Land Titles Act*, R.S.O. 1990, c. L.5, against any and all subsequent owners of the Property.

**NOW THEREFORE** for the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties covenant and agree, to and with each other, as follows:

## **INTERPRETATION**

- 1. For the purposes of this Agreement, the term:
  - (a) “**DC Act**” means the *Development Charges Act, 1997*, S.O. 1997, c. 27;
  - (b) “**Affordability Period**” means twenty-five (25) years since an Affordable Residential Unit is first rented or sold;
  - (c) “**Affordable Residential Unit**” means a residential unit that at all times during the Affordability Period meets the criteria set out in section 4.1 of the DC Act and is rented or sold in accordance with this Agreement;

- (d) **“Agreement”** means this Agreement entered into by the Owner and Niagara Region pursuant to section 4.1(9) of the DC Act;
- (e) **“Area Municipality”** means the lower-tier municipality where the Development is located;
- (f) **“Arm’s Length”** shall have the meaning attributed to it in section 251 of the *Income Tax Act* (R.S.C., 1985, c. 1 (5th Supp.)), with necessary modifications;
- (g) **“Building Permit”** is the first building permit issued pursuant to the *Building Code Act, 1992*, S.O. 1992, c. 23, for the residential unit(s) the Owner proposes to build in respect of which the Regional Development Charges are payable, including a conditional building permit;
- (h) **“Bulletin”** means the bulletin entitled the “Affordable Residential Units for the Purposes of the Development Charges Act, 1997 Bulletin”, which is published by the Minister of Municipal Affairs and Housing;
- (i) **“Collateral Charge”** has the meaning attributed to it in Section 25 of this Agreement;
- (j) **“Director, Financial Management & Planning”** means Director, Financial Management & Planning of Niagara Region or his or her designate;
- (k) **“Development”** has the meaning attributed to it in recital D of this Agreement;
- (l) **“Effective Date”** means the date of the last signature on this Agreement;
- (m) **“Exemption”** means an exemption from the payment of the Regional Development Charges provided in accordance with the requirements of the DC Act and applicable Niagara region policies, and secured in this Agreement;
- (n) **“Land Titles Act”** means the *Land Titles Act*, R.S.O. 1990, c. L.5;
- (o) **“Mortgages Act”** means the *Mortgages Act*, R.S.O. 1990, c. M.40;
- (p) **“Municipal Housing Facilities Project Agreement”** means a municipal housing facilities project agreement pursuant to 110 of the *Municipal Act, 2001*, 2001, c. 25 and By-law No. [X];
- (q) **“Occupancy”** means meeting the occupancy requirements set out in the *Building Code Act, 1992*, including but not limited to a final certificate containing the prescribed information, or notice served on the chief building

official and any order made per an inspector or actual occupancy of any building on the Property;

- (r) **“Owner”** means [X] and its heirs, administrators, successors and permitted assigns, including but not limited all subsequent owners of the Property or individual Affordable Residential Units within the Development, as the case may be, unless expressly stated otherwise in this Agreement;
- (s) **“Parties”** means Niagara Region and the Owner collectively;
- (t) **“Property”** means the property, municipally known as <ADDRESS> and further described in Schedule “A” to this Agreement;
- (u) **“Purchase Price”** means the actual amount for which an Affordable Residential Unit is sold, as listed in the agreement of purchase and sale for the unit and verified again at the time of the Transfer on any relevant transfer documents;
- (v) **“RDC By-law”** means By-law No. 2022-71, being a by-law to establish development charges generally for Niagara Region;
- (w) **“Regional Development Charges”** means the charges imposed by Niagara Region against land for increased capital costs required because of the need for services arising from development in the area to which the Regional Development Charges By-law applies, in accordance with subsection 2(1) of the DC Act;
- (x) **“Rent”** means the amount paid by for the lease of a unit, exclusive of any utilities (heat, hydro, water) and maintenance fees charged to the tenant;
- (y) **“Section 118 Restriction”** means an “Application to Annex Restrictive Covenants” pursuant to Section 118 of the *Land Titles Act* against title to the Property by the Owner stipulating that no Transfer of the Property or an Affordable Residential Unit within the Development shall be registered without the consent of Niagara Region;
- (z) **“Term”** means the period of time from the Effective Date until the expiry of the Affordability Period or earlier termination of this Agreement in accordance with the terms herein;
- (aa) **“Title Opinion”** means a solicitor’s title opinion in the form satisfactory to Niagara Region; and
- (bb) **“Transfer”** means the sale, transfer, conveyance or any other disposition of the Property or any portion thereof or any interest therein, including the giving

of a mortgage or a charge, and the term Transferee shall have a corresponding meaning.

2. All the Recitals preceding Section 1 of this Agreement are true and correct.
3. The following schedules are attached to and form part of this Agreement:
  - (a) Schedule "A"                      Legal Description
  - (b) Schedule "B"                      Total Regional Development Charges
4. All references in this Agreement to section numbers are references to sections of this Agreement unless otherwise stated.
5. The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
6. Words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders.
7. Any reference in this Agreement to any legislation, by-law or policy, or to any section of or any definition in the aforesaid, shall be deemed to be a reference to such legislation, by-law, policy, section or definition as amended, supplemented, substituted, replaced or re-enacted from time to time.

#### **AFFORDABLE RESIDENTIAL UNITS**

8. The Owner agrees to construct  Affordable Residential Units of the type set out in Schedule "B" hereto within the Development. For clarity, this section does not enure to any subsequent owner of the Property after the construction of the Development is complete.
9. The Owner shall not:
  - (a) rent an Affordable Residential Unit exempted from the Regional Development Charges under this Agreement at a rate greater than the lesser of:
    - (i) the income-based affordable rent for the residential unit set out in the Bulletin, and
    - (ii) the average market rent identified for the residential unit set out in the Bulletin; or

- (b) sell an Affordable Residential Unit exempted from the Regional Development Charges under this Agreement for the Purchase Price greater than the lesser of:
  - (i) the income-based affordable purchase price for the residential unit set out in the Bulletin, and
  - (ii) 90 per cent of the average purchase price identified for the residential unit set out in the Bulletin.

at any time during the Term of this Agreement.

- 10. The Owner covenants and agrees that any party renting or purchasing an Affordable Residential Unit within the Development during the Affordability Period shall be at Arm's Length with the Owner.

#### **DEVELOPMENT CHARGES EXEMPTION FOR AFFORDABLE RESIDENTIAL UNITS**

- 11. The Parties acknowledge and agree that the amount of the Regional Development Charges that would be payable pursuant to the DC By-law for the Affordable Residential Unit(s) by the Owner, but for the Exemption, is set out in Schedule "B" to this Agreement.
- 12. The Parties acknowledge and agree that the Owner is exempt from paying the amount of the Regional Development Charges set out in Schedule "B" to this Agreement, provided that the Owner complies with all the terms and conditions of this Agreement and the requirements of the DC Act.
- 13. The Parties acknowledge and agree that this Agreement applies solely to the Affordable Residential Unit(s) within the Development and does not apply to any other residential unit, building or structure on the Property. For greater clarity, the Owner shall pay the Regional Development Charges for any unit, building or structure that is not an Affordable Residential Unit within the Development in accordance with the DC By-law.

#### **TERM**

- 14. This Agreement shall take effect on the Effective Date and for each Affordable Residential Unit shall remain in effect for the duration of the Affordability Period (the "**Term**").

#### **NO TRANSFER WITHOUT CONSENT, REGISTRATION OF INSTRUMENTS, TITLE MATTERS**

- 15. The Owner shall not Transfer the Property nor any portion thereof to any other person without first obtaining a written consent of Niagara Region.

16. The Owner hereby consents, at its sole cost, to the registration of this Agreement, the Section 118 Restriction and the Collateral Charge, as applicable in accordance with the terms herein, against title to the Property and/or the Affordable Residential Units.
17. No instrument registered in accordance with the terms herein shall be released from title to the Property and/or the Affordable Residential Units without prior written consent of Niagara Region.
18. Upon the registration of any instruments on title in accordance with this Agreement, the Owner shall provide to Niagara Region a title opinion signed by a solicitor in good standing licenced to practice law in the Province of Ontario in respect of the Property or a portion thereof in a form satisfactory to Director, Legal Services Niagara Region.
19. The Owner hereby agrees to procure and provide to Niagara Region any postponement agreements that Director of Legal Services, Niagara Region considers necessary to ensure that any instrument required to be registered pursuant to the terms herein against title to the Property or the Affordable Residential Units, shall have priority over any other interest, other than the Owner's fee simple interest or any other agreement with Niagara Region, and such other encumbrances as may be accepted by Director of Legal Services, Niagara Region as permitted encumbrances.
20. Notwithstanding the priority requirements of Section 19, Director, Financial Management & Planning may consider reasonable requests to postpone/subordinate Niagara Region's instruments to other instruments securing financing intended to either facilitate the purchase of an Affordable Residential Unit by an Arm's Length purchaser or secure commercial financing for the construction of the Development that includes proposed Affordable Residential Unit(s).
21. Without limiting the generality of Section 20, requests to postpone/subordinate Niagara Region's Collateral Charge to the following instruments is considered reasonable:
  - (a) With respect to commercial financing to be secured against the Development, a first charge with a bank listed in Schedule I or II of the Bank Act, a licensed insurer, a registered loan or trust corporation, or subsidiary of any of them, with interest not exceeding the best first mortgage rate charged by The Royal Bank of Canada to its best commercial clients plus four (4%), provided Director, Financial Management & Planning is satisfied, acting reasonably, that at the time of placement, the aggregate balance owing pursuant to the first charge and the Collateral Charge, including principal, interest and charges does not exceed the then fair market value of the property, and provided that during the Affordability Period the balance owing

on the first charge does not increase above the balance owing at the time of the postponement/subordination of the Collateral Charge;

- (b) With respect to residential financing securing loans to purchase individual Affordable Residential Units, a first charge with a bank listed in Schedule I or II of the Bank Act, a licensed insurer, a registered loan or trust corporation, or subsidiary of any of them, with interest not exceeding the best first mortgage rate charged by The Royal Bank of Canada to its residential clients plus four (4%), provided Director, Financial Management & Planning is satisfied, acting reasonably, that at the time of placement, the aggregate balance owing pursuant to the first charge and the Collateral Charge, including principal, interest and charges does not exceed the then fair market value of the property, and provided that during the Affordability Period the balance owing on the first charge does not increase above the balance owing at the time of the postponement/subordination of the Collateral Charge;
  - (c) With respect to any pre-existing financing on the Property, Director, Financial Management & Planning may consent to register the Collateral Charge in second position to a first charge with a bank listed in Schedule I or II of the Bank Act, a licensed insurer, a registered loan or trust corporation, or subsidiary of any of them provided Director, Financial Management & Planning is satisfied, acting reasonably that at the time of placement, the aggregate balance owing pursuant to the first charge and the Collateral Charge, including principal, interest and charges does not exceed the then fair market value of the Property, and provided that during the Affordability Period the balance owing on the first charge does not increase above the balance owing at the time of the registration of the Collateral Charge.
22. The following instruments shall be registered against title to the Property at the sole cost of the Owner prior to the issuance of the Building Permit for the Development, in priority to all other instruments on title, save and except permitted encumbrances:
- (a) Where new ownership units are proposed:
    - (i) This Agreement; and
    - (ii) The Section 118 Restriction, which shall be replaced with the Collateral Charge prior to the sale of each Affordable Residential Unit;
  - (b) Where a new rental building is proposed:
    - (i) This Agreement; and
    - (ii) The Collateral Charge;

- (c) Where additional residential rental units are proposed in existing or new buildings, including a detached house, semi-detached house or rowhouse on a parcel of land:
- (i) This Agreement; and
  - (ii) The Collateral Charge;
23. The Owner shall provide written confirmation to Niagara Region that any such instruments have been registered, together with a copy of the registered instruments within thirty (30) calendar days of the Effective Date.
24. Without limiting the generality of the foregoing, upon completion of the construction of any new Affordable Residential Unit intended to be sold, the Owner may request Niagara Region to consent to the deletion of the Section 118 Restriction to allow individual Affordable Residential Units to be sold. As a condition of Niagara Region's consent to delete the Section 118 Restriction, the Owner will register, at its sole cost, the Collateral Charge against title to each Affordable Residential Unit.
25. The Owner agrees to provide a collateral charge for the duration of the Affordability Period in favor of Niagara Region as chargee thereunder that shall secure in favour of Niagara Region all applicable Regional Development Charges that would be payable but for the Exemption (the "**Collateral Charge**").
26. At the time of the issuance of the Building Permit in respect of the Development, the Owner must provide to the Chief Building Official of the applicable local area municipality proof of instruments identified in Section 22 above registered within one hundred and eighty (180) days prior to the Building Permit issuance.
27. To continue benefiting from the Exemption, any Transferee acquiring title to the Property or an Affordable Residential Unit from the Owner must enter into an agreement with Niagara Region and execute any other documents required by Niagara Region, in a form and substance satisfactory to Niagara Region, whereby the Transferee agrees to observe all the Owner's covenants, agreements and obligations under this Agreement as if the Transferee was an original party hereto. This obligation is effective upon each and every subsequent Transferee under this Agreement.
28. Following the expiry of the term of the Affordability Period, the Owner may submit a written request to Niagara Region to have any instruments registered in accordance with the terms herein to be discharged from the title to the Property and/or the Affordable Residential Units, and Niagara Region shall consent to the discharge, provided all the obligations under this Agreement have been fulfilled to the satisfaction of Niagara Region.

**CLAUSES TO BE INCLUDED IN AGREEMENTS OF PURCHASE AND SALE AND LEASES**

29. The Owner acknowledges and agrees that as part of any agreement of purchase and sale for the Property and/or any Affordable Residential Unit within the Development, it will include an express condition that the Property or the Affordable Residential Unit, as the case may be, are subject to the terms and conditions of this Agreement and that, as a condition of any Transfer of title, the purchaser shall:
- (a) comply with all the terms and conditions of this Agreement for the balance of the Term;
  - (b) enter into an agreement with Niagara Region and execute any other documents, as required by Niagara Region, to assume all the obligations of the Owner under this Agreement and the Collateral Charge for the balance of the Affordability Period;
  - (c) acknowledge and agree that, if any Affordable Residential Unit intended for rental purposes is either no longer offered for rent or is rented at a rate that exceeds the rate provided in Subsection 9(a) of this Agreement in effect at that time, all Regional Development Charges shall become immediately due and payable; and
  - (d) acknowledge and agree that if, at any time during the Affordability Period, an Affordable Residential Unit that was originally intended to be an ownership unit is rented, such unit must be rented at a rate provided in Subsection 9(a) and that the Owner shall comply with all requirements applicable to rental units pursuant hereto.
30. The Owner acknowledges and agrees that, as part of any lease or rental agreement with a tenant throughout the Affordability Period, it shall disclose to the tenant that the unit is an Affordable Residential Unit as described in the DC Act and, as such, is being rented at a rate provided in Subsection 9(a) and that, notwithstanding the *Residential Tenancies Act*, any increase in Rent will not exceed same.

## **COMPLIANCE AND AUDIT**

31. Before Transferring or renting an Affordable Residential Unit, the Owner must provide to Director, Financial Management & Planning in writing the date of sale or commencement of a lease, as the case may be, supported by relevant documentation, included but not limited to an executed lease agreement, executed agreement of purchase and sale and/or a draft transfer document.
32. Upon request at any time by Director, Financial Management & Planning, the Owner must promptly provide rent rolls, lease agreements, agreements of purchase and sale, draft transfers, or such other documentation as may be

requested, confirming that each unit that has qualified for the Exemption continues to meet the definition of Affordable Residential Unit.

33. Without limiting the generality of Section 32, the Owner shall provide to Niagara Region the following information:
  - (a) prompt notice of any act or event which does or may materially and adversely affect the ability of the Owner to perform its obligations under this Agreement; and
  - (b) immediate notice of the occurrence of any breach of any term or condition on this Agreement and specifying the nature of such breach, and the steps, if any, that the Owner is taking to remedy the same.
34. Without limiting the generality of Section 32, within thirty (30) days of any Transfer of an Affordable Residential Unit, the Transferee shall provide to Director, Financial Management & Planning a registered transfer document confirming that the purchase price meets the criteria for an Affordable Residential Unit as of the date of the sale. .
35. Without limiting the generality of Section 32, the Owner shall provide to Director, Financial Management & Planning a copy of the lease agreement within thirty (30) days of its execution confirming that the unit meets the criteria for an Affordable Residential Unit as of the date of the lease
36. For any Affordable Residential Unit being used as rental accommodation, the Owner shall submit an annual report to Director, Financial Management & Planning, in a form satisfactory to Niagara Region, by July 1 of each calendar year setting out the list of all Affordable Residential Units owned by the Owner, the number of Affordable Residential Units rented out, the amount of monthly rent paid by each tenant for the preceding calendar year, the number of days each unit was vacant in the preceding calendar year, and any other information requested by Director, Financial Management & Planning. For greater certainty, the annual report is required for all Affordable Residential Units being used as rental accommodation, including but not limited to units located in purpose built rental buildings, accessory dwelling units, and ownership units being rented out at any time within the Affordability Period.
37. Where the Owner, in addition to this Agreement, has entered into or will enter into a Municipal Housing Facilities Project Agreement in respect of the same units for which the Exemption is secured pursuant hereto, the Owner must comply with the tenant selection requirements set out in the Municipal Housing Facilities Project Agreement.
38. The Owner shall ensure that any Affordable Residential Unit used for rental purposes contains clauses in the lease agreement providing that the unit shall not

be subleased or used for short-term accommodation through any online marketplace platform for short-and-long-term homestays.

39. The Owner acknowledges and agrees that if, at any time during the Affordability Period, an Affordable Residential Unit that was not originally intended for rental purposes is rented, such unit must be rented at a rate provided in Subsection 9(a) and that the Owner shall comply with all requirements applicable to rental units pursuant hereto.

#### **EVENTS OF DEFAULT**

40. Each of the following shall constitute an Event of Default (each, an “**Event of Default**”) under this Agreement:
- (a) the Owner fails to perform any covenant, agreement or undertaking of the Owner contained in this Agreement and such default shall have continued for a period of at least thirty (30) calendar days after notice thereof has been given to the Owner by Niagara Region;
  - (b) title to the Property or any Affordable Residential Unit(s) is Transferred, and the purchaser has not entered into an agreement with Niagara Region to assume the obligations under this Agreement and the Collateral Charge prior to the date of the Transfer;
  - (c) the Building Permit has not been issued for the Development within one hundred and eighty (180) days of the effective date of this Agreement;
  - (d) the Building Permit is cancelled, revoked or expired;
  - (e) the Owner fails to Transfer proposed Affordable Residential Unit(s) intended as ownership units within one hundred and twenty (120) days of the Occupancy, subject to reasonable requests for extension to be approved at the sole discretion of Director, Financial Management Services;
  - (f) the Owner fails to rent proposed Affordable Residential Unit(s) intended as rental accommodation within ninety (90) days of the Occupancy, subject to reasonable requests for extension to be approved at the sole discretion of Director, Financial Management Services;
  - (g) the Owner fails to register on title to the Property or any applicable portion thereof any instruments identified in this Agreement or there is a release or a discharge of any such instruments without the consent of Niagara Region;
  - (h) with respect to any Affordable Residential Unit intended as rental accommodation, the unit is vacant for more than ninety (90) days in any calendar year;

- (i) the Owner fails to provide required information or provides false or misleading information to Niagara Region;
- (j) the Occupancy is not achieved within two (2) years of the date of the execution of this Agreement, subject to reasonable requests for extension to be approved at the sole discretion of Director, Financial Management Services;
- (k) any unit secured under this Agreement as an Affordable Residential Unit ceases to meet the applicable criteria for such units within the Affordability Period;
- (l) the Owner fails to do anything required to be done pursuant to this Agreement;
- (m) in the event of property damage referred to in Section 43, the Owner fails to proceed to repair and restore the unit within one (1) year following the property damage and make the damaged unit habitable; or
- (n) with respect to any Affordable Residential Units used as rental accommodation, Plan of Condominium is registered under the *Condominium Act, 1998*.

## REMEDIES

41. Upon occurrence of an Event of Default with respect to an Affordable Residential Unit, the amount of Regional Development Charges applicable to that unit, as set out in Schedule "B", becomes due and payable by the owner in accordance with section 26.1 of the DC Act, and Niagara Region may do any of the following:
- (a) request the Owner to remedy the default and provide a deadline to comply with the request;
  - (b) terminate this Agreement;
  - (c) enforce the Collateral Charge in the same manner as a mortgage in default under the *Mortgages Act*;
  - (d) if the amounts owing remain unpaid after thirty (30) calendar days of the owner receiving written notice of an event of default, the unpaid amounts, along with any interest, may be added to the tax roll and be collected in the same manner as taxes in accordance section 32 of the DC Act; or
  - (e) exercise any other right of recourse to recover amounts owed available to it.

42. The Parties understand and agree that the rights and remedies of Niagara Region under this Agreement are cumulative and are in addition to, and not in substitution for, any rights or remedies provided by law or by equity. No remedy for the enforcement of the rights of Niagara Region shall be exclusive of, or dependent on, any other remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. No delay or omission by Niagara Region in exercising any such right or remedy shall operate as a waiver of them or any other right of remedy.

### **PROPERTY DAMAGE**

43. If any Affordable Residential Unit secured in the Exemption Agreement is damaged by fire, explosion, flood or any other unavoidable catastrophe to such an extent as to render it uninhabitable, the owner must proceed to repair, restore and make the damaged unit habitable within one (1) year of the unit being damaged.
44. Niagara Region will not terminate this Agreement as it applies to the damaged Affordable Residential Unit, provided that the owner has proceeded to repair, restore and make the damaged unit habitable, in accordance with policy 8.1, and no mortgagee of the Affordable Residential Unit has directed that the insurance proceeds payable as a result of the damage be paid towards such entity's mortgage or security.

### **COSTS**

45. The Owner agrees to pay all costs and expenses in connection with:
- (a) registration, discharge and postponement of this Agreement, the Section 118 Restriction and/or the Collateral Charge on title to the Property or the Affordable Residential Unit(s);
  - (b) preparation of agreements to assume obligations under this Agreement and the Collateral Charge;
  - (c) all applicable administrative fees in accordance with the policies and by-laws of Niagara Region; and
  - (d) all legal costs and expenses incurred by Niagara Region in the event that Niagara Region takes any legal action in response to any Event of Default, or otherwise as a result of enforcing its legal rights under this Agreement.

### **INDEMNIFICATION BY OWNER**

46. The Owner hereby agrees that it shall keep harmless, defend and fully indemnify Niagara Region, and its elected and appointed officials, officers, employees, agents, representatives, successors and assigns (collectively, the "**Indemnified Parties**"), from and against any and all actions, claims and demands whatsoever

which may be brought against or made upon the Indemnified Parties and against any and all loss, liability, claims, judgments, costs, demands or expenses whatsoever which the Indemnified Parties may sustain, suffer or be put to resulting from or arising out of or in connection with this Agreement, the obligations of the Owner hereunder, and death, injury or economic loss, caused by or in any way related to any of the Owner's obligations under this Agreement, provided that the Owner shall not be liable for any loss, liability, claims, judgements, costs, demands or expenses which result from negligent or wrongful acts of the Indemnified Parties.

## GENERAL

47. Any notice under this Agreement shall be deemed to have been given if delivered personally or mailed by registered mail to:

Niagara Region:

Address  
Attention:

The Owner:

Address  
Attention:

Notice shall be deemed to have been given and received on the day on which it was delivered (or if such day is not a business day, on the next following business day) or three (3) calendar days following the date of mailing, as the case may be.

48. The Owner acknowledges and confirms that they have been advised by Niagara Region to consult a lawyer before executing this Agreement. The Owner further acknowledges and agrees that independent legal advice has been obtained with respect to the terms of this Agreement or independent legal advice has been declined. Nevertheless, the Owner herein acknowledges that they have read this Agreement, understand the terms and conditions and the Owner's rights and obligations under this Agreement and agree to be bound by same.
49. This Agreement is made entirely for the convenience and benefit of the Owner and is in no way to be construed as a waiver or surrender of any rights or remedies that Niagara Region may have to recover the Regional Development Charges by any lawful means from present and future owners of the Property or a portion thereof or in the same manner as taxes upon the Property or a portion thereof.
50. This Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. The Owner acknowledges and agrees that the Owner shall be solely and

fully responsible for the construction of the Affordable Residential Unit(s) as part of the Development.

51. The Owner acknowledges that the Owner shall be solely and responsible for all matters pertaining to the rental or sale of the Affordable Residential Unit(s).
52. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successors by reason of amalgamation or statutory arrangement) and permitted assigns.
53. This Agreement and its Schedules constitute the entire Agreement between the Parties with respect to all matters herein and its execution has not been induced by, nor do any of the Parties rely upon or regard as material, any representations or writings whatsoever not incorporated herein and made part hereof and may not be amended or modified in any respect except by a written agreement signed by both Parties.
54. If any of the provisions of this Agreement or their application to any person or circumstance are to any extent illegal, invalid or unenforceable, the remainder of this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained in it and shall remain in force and be binding on the Parties.
55. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the parties hereto attorn to the exclusive jurisdiction of the applicable courts in the Regional Municipality of Niagara.
56. The Owner acknowledges that the Municipalities are bound by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, and that this Agreement and any information provided to Niagara Region in connection with the Affordable Residential Unit or in connection with this Agreement may be subject to disclosure in accordance with the Act.
57. This Agreement may be executed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have hereunto caused their corporate seals to be affixed and attested to by their proper signing officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED )  
)  
)  
This \_\_\_ day of \_\_\_\_\_ 2025 )  
at the \_\_\_\_\_, of \_\_\_\_\_, )  
Province of Ontario )

**THE REGIONAL MUNICIPALITY  
OF NIAGARA**

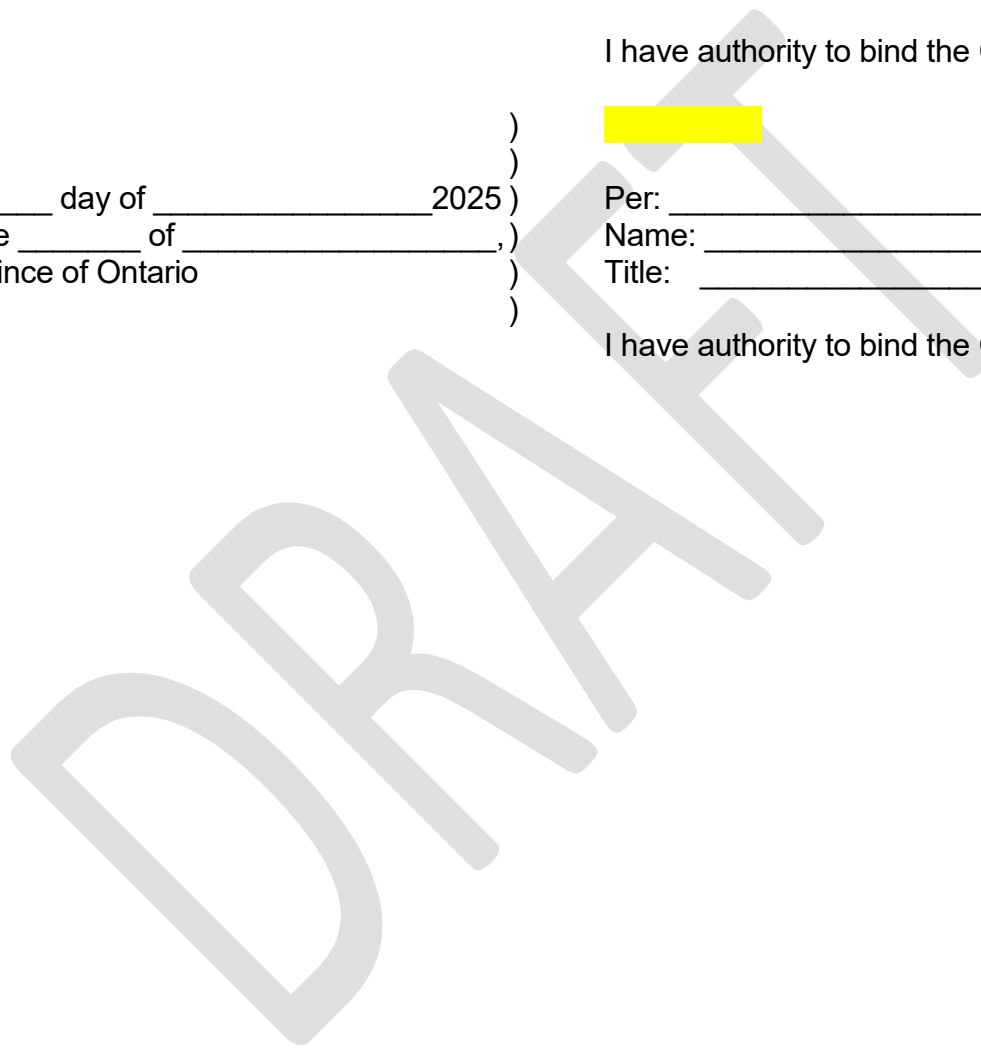
Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I have authority to bind the Corporation

)  
)  
This \_\_\_ day of \_\_\_\_\_ 2025 )  
at the \_\_\_\_\_ of \_\_\_\_\_, )  
Province of Ontario )

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I have authority to bind the Corporation



**SCHEDULE "A"**  
**LEGAL DESCRIPTION**

DRAFT

**SCHEDULE "B"**  
**TOTAL REGIONAL DEVELOPMENT CHARGES**

DC Rates as of [date]	Single and Semi-Detached	Other Multiples	Apartments 2+ Bedrooms	Apartments 1 Bedroom
Total Affordable Rental Units				
*Niagara Region Development Charge *Posted rates, less the prescribed discount for rental housing development pursuant to section 26.2 of the DC Act.				
Total Affordable Ownership Units				
Niagara Region Development Charge				
Total Development Charge Exemption for all Units				