

THIS AGREEMENT made this _____ day _____ of 2025

BETWEEN:

2627781 ONTARIO INC., BBFC HOLDINGS INC. AND 2585908 ONTARIO INC.
(hereinafter collectively called the "**Participating Landowner Group**" or "**PLG**")
OF THE FIRST PART;

- and-

BRIDGEBURG LANDOWNERS GROUP INC.
(hereinafter called the "**Trustee**")
OF THE SECOND PART;

- and-

**THE CORPORATION OF THE
TOWN OF FORT ERIE**
(hereinafter called the "**Town**")
OF THE THIRD PART

WHEREAS the PLG owns lands located within the area bounded to the north and east by the Niagara River, to the south by the existing community of Bridgeburg, and to the west by Thompson Road (the "**Bridgeburg North Secondary Plan Area**") in the Town of Fort Erie (the "**Town**"), in the Regional Municipality of Niagara (the "**Region**"), as shown on the attached Schedule "A";

AND WHEREAS the PLG wishes to develop its lands for residential and other uses;

AND WHEREAS the PLG lands are predominantly designated "Urban Residential Area", "Low Density Residential Area", "Environmental Protection Area" and "Open Space Area" in the Town's Official Plan;

AND WHEREAS the policies contained in the Town's Official Plan as amended, require among other things, that a secondary plan for the Bridgeburg North Secondary Plan Area (the "**Secondary Plan**") be completed prior to the development of the PLG's lands;

AND WHEREAS the Town's does not have Budget for the Secondary Plan.

AND WHEREAS the PLG has agreed to front-end the cost of the Secondary Plan and related background studies upon the terms contained in this Agreement, which costs shall be reimbursed in accordance with this Agreement;

AND WHEREAS the PLG and the Town wish to establish an understanding of the obligations for the process for the preparation of the Secondary Plan (the "**Secondary Plan Process**")

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) now paid by each of the parties hereto to the other (the receipt and adequacy of which are hereby acknowledged), and for other good and valuable consideration, THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

Estimated Staff Costs re: the Secondary Plan Process (Excluding Related Background Studies)

1. The parties acknowledge that the Town has estimated the cost of staff related to the Secondary Plan Process (the "**Staff Costs**"), excluding the related background studies, to be \$160,000.00 per 12-month period. This amount reflects the costs of monitoring of the Secondary Plan Process and review of the Background Studies (as hereinafter defined) by the Town's contract staff and the coordination and processing of the Secondary Plan by other internal Town staff.
2. Immediately upon execution of this Agreement and prior to the solicitation of bids or other expressions of interest as contemplated by Section 4 below, the PLG shall pay \$160,000 towards the Staff Costs to the Town. The Parties agree that this payment represents a contribution of 100% of the estimated Town Staff Costs per 12-month period, and any further payments shall be subject to paragraph 14 hereinbelow.
3. It is agreed that, following the execution of this Agreement, the Town may proceed with the normal staff hiring process for a contract position (as aforesaid) in respect of the Secondary Plan in such manner as the Town, in its sole discretion sees fit.
4. The parties agree that the background studies related to the Secondary Plan (the "**Background Studies**") are to be scoped by the Town in consultation with the Region and Conservation Authority and the PLG. The PLG will engage their own qualified consultant(s) to undertake said Background Studies. For the purposes of this Agreement, the Town has established that the Background Studies required for the approval of the Secondary Plan shall be carried out in accordance with terms of reference attached hereto as Schedule "B", which may be amended at the discretion of the Director, Planning, Building and By-law Services.
5. The parties further agree that all costs involved with undertaking said Background Studies (the "**Background Study Costs**") shall be financed by the PLG subject to reimbursement as set out in this Agreement. The parties acknowledge that the Town has estimated the Background Study Costs to be \$675,000.00.
6. The Town agrees to reimburse the PLG (via the Trustee) the actual Secondary Plan Background Study Costs paid/incurred by the PLG (as confirmed by the Trustee in writing to the Town), without interest, in the form of monetary payment, to be paid by the Town to the Trustee by no later than one (1) year following the date of final approval (i.e. adoption by the Town) of the Secondary Plan.
 - a) The amount reimbursed is to be the lesser of the actual cost as confirmed by Director, Planning, Building and By-law Services and the cost included in the Development Charge Background Study for the Development-Related Studies which is to be increased at a rate commensurate with the Town's Development Charge rate indexing provisions.
7. Following the commencement of work on the Secondary Plan, should additional work or additional and/or unexpected expenses become necessary and/or arise, any of which would result in the total Secondary Plan Process Costs exceeding the estimated amount

set out herein, the Town's Director, Planning, Building and By-law Services shall obtain an estimate of any additional costs arising from the same (the "**Additional Costs**"), and notify the PLG (via the Trustee) of the Additional Costs. Within thirty (30) days thereafter, the PLG (via the Trustee), shall notify the Town that:

- a) the PLG agrees to fund the Additional Costs. In such case the terms of this Agreement (including without limitation, with respect to reimbursement thereof) shall apply to such Additional Costs with necessary modifications; or
- b) the PLG objects to the Additional Costs. Following receipt of such notice from the Trustee, the Town shall, in its sole and absolute discretion, determine whether to assume responsibility for funding of such Additional Costs. The terms of this Agreement shall not apply in any respect of any such Additional Costs undertaken or funded by the Town in accordance with this subsection.

Payments

- 8. Any payment made to the Town by the PLG pursuant to this agreement shall be in the form of a cash deposit.
- 9. The Town may draw down the funds provided under Section 1 from time to time to pay the Staff Costs. The Town shall provide the Trustee with copies of any invoices to be reimbursed using the said cash deposit, no later than fifteen (15) days prior to the proposed payment thereof.
- 10. Prior to any work on the Secondary Plan being commenced or continued, cash deposits in the total amounts required under this Agreement on account of the Staff/Study Costs must be received by the Town and must have been deemed satisfactory by the Town Treasurer.
- 11. As work on the Secondary Plan proceeds, the Town shall draw down the PLG's cash deposit in the amount of any Staff Costs incurred in association with such work (including the cost of any administrative fees required to draw down the same). The Town shall provide the Trustee with no less than fifteen (15) days prior written notice (together with supporting invoices) prior to any such draw-down.

Preparation and Completion of Secondary Plan excluding related Background Studies

- 12. The preparation of the Secondary Plan excluding the related Background Studies shall be undertaken under the Town's sole direction using such resources, including Town staff as the Town may see fit, in its sole discretion. The PLG acknowledges and agrees that nothing in this agreement shall fetter the discretion of Town Council in considering any matter which may come before it in connection with the Secondary Plan, or any application made by the PLG under the *Planning Act* or any other legislation.
- 13. The Town estimates that the Secondary Plan shall be adopted by Town council by the end of 2026.
- 14. The PLG is willing to provide \$160,000 per 12-month period (inclusive of all applicable costs), until December 31, 2026, to the Town to hire a contract position to expedite the adoption of the Secondary Plan earlier than the end of 2026. This is to be paid to the Town

by PLG in advance of posting the position and the position is to be filled through the Town's normal staff hiring process for contract positions. Any extension to the contract would be prorated per month until the adoption of the Secondary Plan provided that:

- a) in the event the contract position, at any time, remains vacant for a period of thirty (30) days or more, the PLG shall not be responsible to pay the pro-rated amount for the period(s) of such vacancy; and
- b) in the event that the contract position is extended (or anticipated to be extended) beyond December 31, 2026, the Town shall notify the PLG, via the Trustee, as to the anticipated Staff Costs to be incurred after such date (the "**Additional Staff Costs**"). Within thirty (30) days thereafter, the PLG, via the Trustee, shall notify the Town that:
 - (i) the PLG agrees to fund the Additional Staff Costs. In such case, the terms of this Agreement shall apply to such costs with necessary modifications; or
 - (ii) the PLG objects to the Additional Staff Costs. Following receipt of such notice from the Trustee, the Town shall, in its sole and absolute discretion, determine whether to assume responsibility for funding of such Additional Staff Costs. The terms of this Agreement shall not apply in any respect to such Additional Staff Costs undertaken or funded by the Town in accordance with this Subsection.

15. The Town shall provide to the Trustee in writing, at least quarter-yearly during the term of this Agreement, a statement showing the following:

- a) the amount then incurred with respect to the actual Staff Costs;
- b) the status of the Secondary Plan and estimated timing to complete same.

Focus Group

16. The Town shall establish a focus group (the "**Focus Group**") to guide and co-ordinate the preparation of the Secondary Plan.

17. The PLG shall be entitled to elect a representative to attend at regularly scheduled meetings of the Focus Group.

Non-Participating Owners within the Bridgeburg North Secondary Plan Area

18. The Town agrees to include policies in the Secondary Plan and as a condition of any planning and/or development approval for any lands therein, wherein the owners of lands within the Bridgeburg North Secondary Plan Area, specifically (but without limitation) including landowners who are not currently members of the PLG, shall be required, as a condition of any approval for the development of such lands, to provide written confirmation from the Trustee that they have joined the cost sharing group formed or to be formed by the PLG and is a member in good standing thereof.

Interpretation Not Affected by Headings, Etc.

19. Grammatical variations of any terms defined herein shall have similar meanings; words importing the singular number shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter genders and vice versa. The division of this Agreement into separate Articles, Sections, Subsections, Paragraphs and Subparagraphs, the provision of a table of contents and index thereto, and the insertion of headings and marginal notes and references are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Severability

20. If any covenant, obligation or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law, unless such covenant, obligation or provision of this Agreement or application of the same which has been determined to be invalid or unenforceable is deemed by the Town, in its sole discretion to be fundamental to this Agreement, in which case this agreement shall be null and void.

Governing Law

21. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

Disclaimer of Partnership

22. The parties disclaim any intention to create a partnership or joint venture or to constitute either of them the agent of the other. Nothing in this agreement shall constitute the parties as partners or agents of the other.

Notices

23. All notices under this agreement shall be given to the Parties at the following addresses:

To the Town:

Attention: Town Clerk
 The Corporation of the Town of Fort Erie
 1 Municipal Centre Drive
 Fort Erie, Ontario
 L2A 2S6
 Fax No.: (905) 871-1600

To the PLG:

2627781 Ontario Inc.
 PO Box 549
 Fonthill ON L0S 1E0
 Attn: Richard Dekorte
 Email: Richard@hert.ca

BBFC Holdings Inc.
 3976 Portage Road, Unit 2
 Niagara Falls ON L2G 2C9
 Attn: Mitch Williams
 Email: info@tmmap.com

2585908 Ontario Inc.
 1755 Stevensville Road
 Stevensville ON L0S 1E0
 Attn: Vaughn Gibbons
 Email: v.gibbons@vgibbonscontracting.com

To the Trustee:

Bridgeburg Landowners Group Inc.
 c/o 7501 Keele Street, Suite 200
 Vaughan, ON L4K 1Y2
 Attention: Helen Mihailidi
 hmihailidi@bratty.com
 Fax No: 905 760 2900

With a copy to:

Upper Canada Planning & Engineering Ltd.
 30 Hannover, Unit #3
 St. Catharines, ON
 L2W 1A3
 Attention: William Heikoop, B.U.R.Pl., MCIP, RPP, Planning Manager
 Email: wheikoop@ucc.com

or to such other address of a party as it shall specify to the other parties by written notice given in the manner aforesaid. Any such notice delivered or sent by facsimile as aforesaid shall be deemed to have been given and received on the date of actual delivery to the addressee.

Waiver

24. No consent or waiver, express or implied, by a party to or of any breach or default by another party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party hereunder. Failure on the part of a party to complain of any act or failure to act of another party or to declare another party in default, irrespective

of how long such failure continues, shall not constitute a waiver by such first-mentioned party of its rights hereunder.

Amendments

25. This Agreement may not be modified or amended except with the written consent of all parties hereto.

Further Assurances

26. The parties hereto agree that they will from time to time, at the reasonable request of any of them execute and deliver such assignments, instruments and conveyances, and take such further actions, as may be required to accomplish the purposes of this Agreement.

Successors and Assigns

27. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.

Effective Date

28. This agreement shall not be in force, or bind any of the parties, until executed by all of the parties named in it.

Entirety

29. It is agreed and understood that there is no representation or warranty, collateral term or condition affecting this agreement other than those set forth herein, and no other representation or warranty, collateral term or condition shall be binding upon the parties unless expressed in writing, signed by each party hereto and purporting to be expressed in modification of this agreement.

Counterparts and Electronic Execution

30. This Agreement may be executed in any number of counterparts and by facsimile or other electronic transmission, and each such facsimile or electronic copy shall constitute an original and all such counterparts shall for all purposes constitute one agreement, binding on all parties hereto notwithstanding that all parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement, attested by the hands of their respective officers duly authorized in that behalf.

THE CORPORATION OF THE TOWN OF FORT ERIE

Per: _____
Wayne Redekop
Mayor

Ashlea Carter
Clerk
We have authority to bind the Town.

2627781 ONTARIO INC.

Per: _____
Name: Richard Dekorte
Title:
I have the authority to bind the corporation.

BBFC HOLDINGS INC.

Per: _____
Name: Mitch Williams
Title:
I have the authority to bind the corporation.

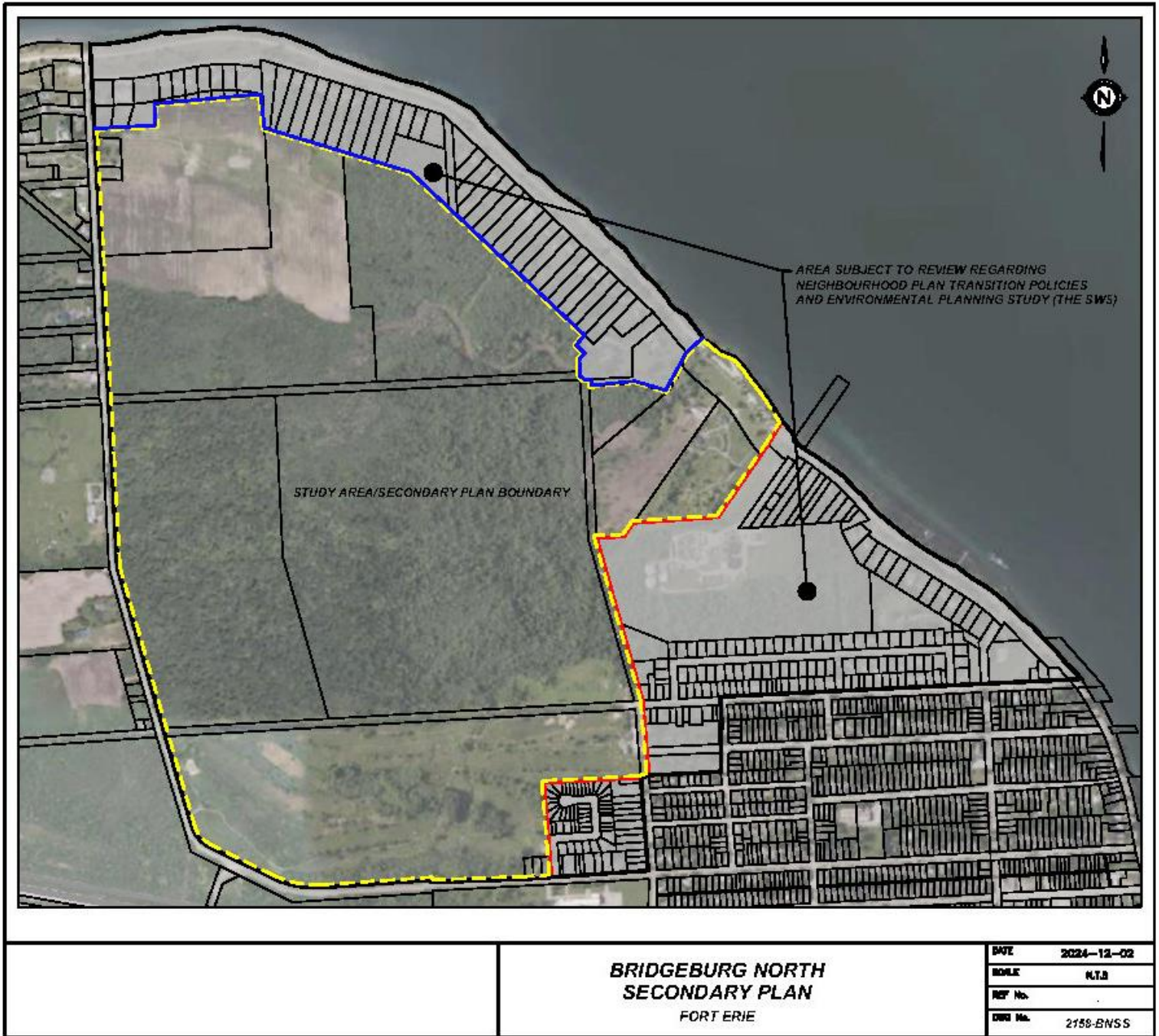
2585908 ONTARIO INC.

Per: _____
Name: Vaughn Gibbons
Title:
I have the authority to bind the corporation.

BRIDGEBURG LANDOWNERS GROUP INC.

Per: _____
Name: Helen Mihailidi
Title: A.S.O.
I have the authority to bind the corporation.

Schedule A – Bridgeburg North Secondary Plan Area



Schedule “B”

Terms of Reference