

A G R E E M E N T made this 10 day of July, 2017.

B E T W E E N :

**THE CORPORATION OF THE CITY OF BELLEVILLE**

hereinafter referred to as the “City”,

OF THE FIRST PART

and

**QUINTE HOME BUILDERS ASSOCIATION INC.**

hereinafter referred to as the “Association”

OF THE SECOND PART

WHEREAS pursuant to the *Development Charges Act, 1997*, the City enacted Bylaw 2016-16 on January 25, 2016, (hereinafter referred to as the “By-law”);

AND WHEREAS pursuant to the By-law, the City may enter into an agreement with any person or persons who are required to pay development charges, with respect to the timing of the payment of the charges;

AND WHEREAS the City has determined that it is appropriate to enter into this agreement with the Association for the purposes of permitting members in good standing of the Association, (hereinafter referred to as a “Member” or “Members”), to pay development charges, in respect of the development of certain residential buildings (being single family, semi-detached, duplex and townhouse dwellings, and hereinafter individually referred to as a “Residential Building”) at the Date of Occupancy of a Residential Building, rather than at the date of issuance of the building permit for the said Residential Building;

NOW THEREFORE THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

1. The City and the Association hereby agree that, notwithstanding the provisions of the By-law, that a Member, who pursuant to the By-law, is required to pay a development charge in respect of a Residential Building at the date of issuance of the building permit in respect of such building, may elect to pay such charge on the earlier of the following dates, being the “Elected Date”:

(a) On any date which is after the date of issuance of the building permit up to and including the Date of Occupancy; or

(b) One hundred eighty days following the date of issuance of the building permit.

2. PROVIDED that:

(a) Should a builder elect to defer payment of the development charges on a semi-detached, duplex or townhouse dwelling, the deferred payment for the first dwelling unit within the said Residential Building to be occupied shall be due and payable as provided for in Paragraph 1 above; and the deferred payments for the remaining dwelling units shall be paid on the earlier of the occupancy date of each of the said dwelling units or 180 days after the occupancy date of the first dwelling unit to be occupied.

(b) The parties acknowledge and agree that, in the event of such election being made, the development charge shall be calculated as of the Elected Date. In other words, should the development charge rate increase following the issuance of the building permit, the development charge payable will be calculated at the rate in effect on the Elected Date;

(c) In the event that no election is made, the development charge shall be calculated and paid at the date of issuance of the building permit; and

- (d) An election shall not be permitted for any building that is part of a Standard Condominium Project, but will be available for Residential Buildings within a Vacant Land Condominium Project.

3. The Association shall provide to the City, upon execution of this Agreement, a complete list of Members, who have signed a “Letter of Understanding” with the Association in the form annexed hereto as Schedule A; and shall advise the City forthwith in the event that there is any addition to or deletion from the said list. The City shall not be obliged to permit any person, who is not a Member so listed by the Association, to make an election pursuant to this Agreement.

4. The Association shall encourage all of its Members who elect to pay development charges on an Elected Date, pursuant to this Agreement, to take adequate steps to ensure that the charges are paid as of such date.

5. In the event that development charges are not paid by Members, when due in accordance with this Agreement, the City may provide written notice of the said default to the Association. Such notice shall include particulars of any payments in arrears at such time. In the event that the Association is unable to correct the situation to the satisfaction of the City, including having the outstanding payments made, within thirty (30) days of receiving such notice, the City may thereafter immediately terminate this Agreement upon written notice to the Association.

6. The Association acknowledges and agrees that, pursuant to the *Development Charges Act, 1997*, and notwithstanding anything contained in this agreement, the City may add to the tax rolls the amount of any development charge which has not been paid when due, and collect the same as realty taxes.

7. This Agreement shall be deemed to have come into force upon execution by the City and the Association..

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals.

SIGNED, SEALED AND DELIVERED )  
 in the presence of: )  
 )

**THE CORPORATION OF  
 THE CITY OF BELLEVILLE**

\_\_\_\_\_  
 Taso Christopher, Mayor

\_\_\_\_\_  
 Matt MacDonald, Clerk

**QUINTE HOME BUILDERS'  
 ASSOCIATION INC.**

\_\_\_\_\_  
 Tony Engelsdorfer  
 President

\_\_\_\_\_  
 Ruth Estwick  
 Executive Officer  
 Authorized Signing Officers