

**CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE
BY-LAW NO. XX-26**

**A BY-LAW TO AUTHORIZE AN ENCROACHMENT
AGREEMENT BETWEEN THE CORPORATION OF
THE TOWN OF NIAGARA-ON-THE-LAKE AND
BLYTHWOOD HOMES MELVILLE INCORPORATED
(61 MELVILLE STREET)
(ROLL NO. 262701000122400)**

**BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN
OF NIAGARA-ON-THE-LAKE as follows:**

1. That the encroachment agreement dated the 28th day of April 2026 attached hereto and forming part of this by-law, between the Town of Niagara-on-the-Lake and the Owner be and same is approved; and,
2. That the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal; and,
3. This by-law shall come into force and take effect immediately upon the passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 28th DAY
OF APRIL 2026**

LORD MAYOR GARY ZALEPA

TOWN CLERK GRANT BIVOL

THIS AGREEMENT made in triplicate this 28th day of April 2026

B E T W E E N:

**THE CORPORATION OF THE TOWN OF
NIAGARA-ON-THE-LAKE**
hereinafter called the "**TOWN**"

OF THE FIRST PART

- and -

**BLYTHWOOD HOMES MELVILLE
INCORPORATED**
hereinafter called the "**OWNER**"

OF THE SECOND PART

WHEREAS the Owner is the registered Owner of lands known as Lot 19, Plan M16, known as 61 Melville Street in the Town of Niagara-on-the-Lake, in the Regional Municipality of Niagara, as described in Schedule 'A' attached hereto, (hereinafter referred to as "The Lands");

AND WHEREAS portions of landscape features, planting beds, pedestrian walkways and other building appurtenances will encroach on Melville Street, Delater Street, and Lockhart Street municipal road allowances to the extent shown as Parts 1-5 of 30R-16502 (hereinafter referred to as "the Encroachment");

AND WHEREAS the Council of the Corporation of the Town of Niagara-on-the-Lake at its April 21, 2026, meeting approved Report OPS-26-011, which authorized an agreement with the Owner with respect to the Encroachment.

AND WHEREAS the Council of the Town agrees to allow the Owner to maintain and use the Encroachment on Melville Street, Delater Street and Lockhart Street until such time as the Encroachment is demolished, removed or destroyed;

NOW THEREFORE in consideration of the premises and the covenants and agreements hereinafter to be performed, the parties hereto mutually covenant and agree with each other as follows:

1. The Town shall and it does hereby allow the Owner, its successor and assigns in title, as the registered Owner(s) of the Lands the privilege of maintaining and using the Encroachment in its proposed position until such time as the Encroachment is demolished, removed, destroyed.
2. The Owner accepts all risk and responsibility for the Encroachment and will at all times keep the Town effectively indemnified against all manner of actions, causes of action, claims, demands, losses, costs, damages,

and expenses of whatsoever nature and kind as may be suffered by or occasioned to the Town in any manner howsoever by reason of the existence of the Encroachment, and agrees to remove the Encroachment upon ninety (90) days' written notice from the Town that those lands owned by the Town which are affected by the Encroachment are required for municipal purposes.

3. The Owner will be responsible for the installation and construction of landscape features, planting beds, pedestrian walkways and other building appurtenances to standards approved by the Town, as shown on the site plan and landscape plan attached hereto as Schedule "B" and Schedule "C" to the satisfaction of the Director of Public Works and Infrastructure Services.
4. The Owner agrees that the Encroachment shall be maintained at the total expense of the Owner.
5. The Owner will identify all areas that will be impacted by the installation and construction of such landscaping features/planting beds, retaining walls and pedestrian walkways and keep such areas in a safe and clean condition during construction and installation phases.
6. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.
7. Any notice given to the Owner hereunder shall be sufficiently given and addressed to:

Attention: Rob Mills
Blythwood Homes Melville Inc.
7058 Ridewood Crescent
Niagara Falls, Ontario
L2J 3H1

IN WITNESS WHEREOF the Owners have hereunto set their hands and the Town has caused its Corporate Seal to be hereunto affixed under the hands of its proper signing officers.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

**THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
PER:**

LORD MAYOR GARY ZALEPA

TOWN CLERK GRANT BIVOL

BLYTHWOOD HOMES MELVILLE INCORPORATED
per:

(Rob Mills) Owner

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS

Plan M16, Lot 19, Town of Niagara-on-the-Lake

SCHEDULE "B"

Site Plan Drawing

SCHEDULE "C"

Landscape Plan