The Corporation of the City of Peterborough

By-Law Number 15-053

Being a By-law to authorize the entering into and the execution of an Agreement between the Corporation of the City of Peterborough and Ontario Aboriginal Housing Services for the provision of a Municipal Housing Project Facility at 721 Monaghan Road

Whereas section 110(1) of the Municipal Act, S.O. 2001, c.25 provides that the Council of a Municipality may enter into agreements for the provision of Municipal Capital Facilities;

And Whereas the Municipal Housing Project Facility owned by Ontario Aboriginal Housing Services, and municipally known as 721 Monaghan Road, in the City of Peterborough is deemed to be a Municipal Housing Capital Facility in accordance with By-law 12-094, being a By-law providing for municipal housing facilities;

Now Therefore, The Corporation of the City of Peterborough by the Council thereof hereby enacts as follows:

That The Corporation of the City of Peterborough enter into and that the Mayor and the Clerk be and they are hereby authorized to execute the Affordable Housing Project Facility Agreement and any other related agreements, between The Corporation of the City of Peterborough and Ontario Aboriginal Housing Services for the provision of a municipal housing project facility, at 721 Monaghan Road, in the City of Peterborough, and to affix the Seal of the Corporation thereto, in the form attached hereto as Schedule A.

By-law read a first, second and third time this 16th day of March, 2015.

(Sgd.) Daryl Bennett, Mayor

(Sgd.) John Kennedy, City Clerk
LRO # 45  Notice

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 28071 - 0080 LT
Description PT LT 24 PL 20Q NORTH MONAGHAN, BEING PT 1 PL 45R15351, EXCEPT PTS 1 & 2 PL 45R15644; CITY OF PETERBOROUGH
Address 721 MONAGHAN ROAD
PETERBOROUGH

Consideration

Consideration $2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE CITY OF PETERBOROUGH
Address for Service LEGAL SERVICES
500 GEORGE STREET NORTH
PETERBOROUGH, ON K9H 3R9

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation THE CORPORATION OF THE CITY OF PETERBOROUGH, by DARYL BENNETT, Mayor and JOHN KENNEDY, Clerk.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.
This notice is for an indeterminate period
Schedule: See Schedules

Signed By

Alan Michael Barber 500 George Street North
acting for Signed 2015 07 17
Peterborough
K9H 3R9

Tel 705-742-7777
Fax 705-742-3947

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

CITY OF PETERBOROUGH 500 George Street North

Tel 705-742-7777
Fax 705-742-3947

2015 07 17

Fees/Taxes/Payment

Statutory Registration Fee $60.00
Total Paid $60.00

File Number

Applicant Client File Number: PL.200.18389
SITE PLAN AGREEMENT

THIS AGREEMENT made this 3rd day of June, 2015

BETWEEN:

ONTARIO ABORIGINAL HOUSING SUPPORT SERVICES CORPORATION
hereinafter called the "Owner"

and

THE CORPORATION OF THE CITY OF PETERBOROUGH
hereinafter called the "City"

WHEREAS the Owner is the registered owner of the lands described in Schedule "A" (hereinafter called the "Site");

AND WHEREAS, pursuant to Section 41(7)(c) of the Planning Act, the whole of the City of Peterborough is designated as a site plan control area under By-law Number 1985-211;

AND WHEREAS the parties desire to enter into a Site Plan Agreement in regard to certain on-site features of the development of the Site and the provision of services thereto;

AND WHEREAS the parties desire to confirm the requirements for parkland dedication in reference to proposed development of the Site pursuant to the Planning Act;

NOW THEREFORE the parties hereto covenant and agree as follows:

1. In this Agreement:
   (a) "Facilities" includes sewers, grading, drainage works, roads, curbs, sodding, landscaping, sidewalks, walkways, fencing and all other works required to be provided pursuant to this Agreement;
   (b) "Planner, Urban Design" means the employee designated as such by the City of Peterborough.

2. The obligations imposed pursuant to this Agreement, including any restrictive covenants expressed herein, run with the Site and bind successors in title to the Site as well as the successors and assigns of the Owner.

3. In the event that the Owner transfers the title to the Site and obtains the Purchaser's covenant to assume full and complete responsibility for the performance of the Owner's
continuing obligations under this Agreement, the City shall provide written confirmation to the Owner that the Owner is thereupon released from further obligations pursuant to this Agreement.

4. No building, structure, or other facility shall be erected, altered, or placed on the Site except substantially in accordance with the following schedules, which are on deposit with THE CORPORATION OF THE CITY OF PETERBOROUGH, City Hall, 500 George Street North, Peterborough, Ontario:

Schedule 1: COVER SHEET & SITE DATA, by Gregg Gordon Architect, Dwg. No. A0.0, Revision Date: March 16th, 2015
Schedule 6: GRADING PLAN, by D.M. Wills Associates, Dwg. No. 02, Revision Date: 03/13/15
Schedule 7: SITE SERVICING PLAN, by D.M. Wills Associates, Dwg. No. 03, Revision Date: 04/27/15
Schedule 8: GENERAL NOTES and DETAILS, by D.M. Wills Associates, Dwg. No. 04, Revision Date: 03/13/15
Schedule 9: ELECTRICAL SITE PLAN, by Kirkland Engineering Ltd., Dwg. No. E1, Revision Date: 15/03/16
Schedule 10: LIGHTING CALCULATIONS, by Kirkland Engineering Ltd., Dwg. No. E1, Revision Date: 15/03/13
Schedule 11: LANDSCAPING PLAN, by Darrell Banks Landscape Architect, Dwg. No. L1, Date April 2014

5. The Owner shall perform all the work and provide all the materials necessary for the construction of the facilities as outlined in the Schedules. Such work shall be fully completed no later than AUGUST 30th, 2017 (the "completion date").

6. The Owner shall prevent damage being caused to existing public highways, other public works, or City property in the course of the development of the Site, and shall restore such property to the condition it was in prior to the commencement of development. Any such restoration shall be carried out at the sole expense of the Owner, and only with the prior approval of the Utility Services Department.
7. Any work required by this Agreement to be performed within a public road allowance shall not be commenced until such work has been co-ordinated with the Public Works Division of the Utility Services Department of the City, and all necessary permits and agreements have been obtained and entered into. The Owner shall indemnify and save harmless the City from any claims, losses, expenses or damages resulting from any construction carried out by the Owner or its agents or contractors on any road allowance.

8. Prior to commencing construction, the Owner shall arrange for the provision to the Site of all necessary utility services, without cost to the City. In the event that any utility company requires an easement in order to provide such services, the Owner shall grant such easement and, if necessary, make application to the Committee of Adjustment for consent to transfer such easement to the appropriate utility company.

9. The Owner shall be solely responsible for maintaining all facilities required by this Agreement, in a good state of repair, and shall provide the care and attention necessary to maintain the landscaping in a healthy condition. The Owner shall remove snow from walks, driveways, and parking lots when the same exceeds three inches (3") in depth, and cut the grass if it exceeds six inches (6") in height and take all reasonable steps to keep the landscaped area clear of weeds.

10. The Owner shall, during excavation and construction on the Site, maintain and keep the Site in a satisfactory condition, and (without limiting the generality of the foregoing) shall prevent any damage or nuisance to abutting properties, including erosion, run-off, surface water drainage, dust or other construction debris.

11. In order to secure the due performance of the Owner's obligations hereunder, the Owner shall deposit with the City Solicitor, concurrent with the execution of this Agreement, cash, cheque or an irrevocable letter of credit in the sum of THIRTY THOUSAND DOLLARS ($30,000.00), to remain in full force and effect until the development of the Site, in accordance with the Schedules, has been completed to the satisfaction of the Planner, Urban Design, acting reasonably.

12. In the event the Owner fails to comply with any provision or obligation in this Agreement, or fails to install or maintain the facilities required by this Agreement, or fails to proceed expeditiously, then, upon the Planner, Urban Design, or his or her designate, giving seven (7) days' written notice to the Owner, the City, through its employees, agents, or contractors, may,
without further notice, enter upon the Site and proceed to supply all materials and to do all the necessary inspections and works in connection with the facilities, including the repair or reconstruction of faulty work and the replacement of materials which are not in accordance with plans or specifications, and to charge the cost thereof, together with the cost of engineering, and any other reasonable expenses incurred by the City, against the Owner. Such entry and work shall not be deemed as acceptance or assumption of said facilities nor an assumption by the City of any liability. It is expressly agreed that the Owner or any party in possession shall not question any reasonable cost incurred by the City for labour, materials and all other costs incidental to do the said work and this provision shall be deemed to operate as an effective estoppel in any proceedings if such costs are challenged or placed in question. The Owner agrees that the Planner, Urban Design, or his or her agents, may enter on the Site at any time to inspect the work. The City may collect the cost for the enforcement of this Agreement, as well as for the provision or installation of the requisite services, in the same manner as municipal taxes, and realize on any security provided to the City in order to ensure compliance with this Agreement.

13. The Owner shall indemnify and save the City harmless from any and all actions, claims or demands made or brought against the City for damages arising out of any negligent act, or omission, or breach of this Agreement by the Owner, its agents, servants, or subcontractors, in respect of its obligations under this Agreement. It is expressly acknowledged that the City does not warrant the quality of work performed on behalf of the Owner. In addition, the Owner hereby acknowledges and accepts full responsibility for the development of the Site in accordance with the Site Plan, particularly with respect to the impacts of any grading or storm water run-off. Without limiting the generality of the foregoing, the Owner agrees to indemnify and save harmless the City from any action, liability or law suit brought by any party with respect to any off-site effect that the development may have.

14. Unless otherwise stipulated in this Agreement, minor alterations or changes to the plan may be requested by the Owner. For the purpose of this provision, a minor amendment is deemed to be:

(a) a change to the building floor area or number of dwelling units which would be exempt from site plan control according to By-law Number 1991-27, as amended from time to time; or

(b) a modification to a specific provision of the Agreement which will not conflict with intent and purpose of the approved Site Plan Agreement;

Such requests shall be made in writing to the Planner, Urban Design, who may authorize minor amendments in writing. Modifications to the project completion date will only be authorized after a
reassessment of the performance security, the parks levy and any other financial requirement of the City.

15. Any notice required to be given pursuant to the terms hereof shall be in writing and sent by prepaid registered mail, or facsimile transmission, or personally delivered, to the other party at the following address:

(a) To the Owner at:

500 BAY STREET
SAULT STE. MARIE, ON P6A 1X5

(b) To the City at:

500 GEORGE STREET NORTH
PETERBOROUGH, ON K9H 3R9

The Owner, and any subsequent purchasers of the Owner’s property, shall advise the City of any changes of address, in writing, with respect to service of notices pursuant to this Agreement.

16. The Owner acknowledges that the City will register this Agreement on title at the Owners expense and that actual notice of the existence and terms of this Agreement have been provided to any party who has executed, or will execute an offer or option to purchase the said lands. Concurrently with the execution of this Agreement, the Owner shall provide the City with adequate security as outlined herein. Prior to the release of security, the Owner shall provide all instruments necessary to implement the conveyance of lands, easements, or other interests to the City.

17. The Owner shall provide adequate security and protection to the Site during the course of construction. If the structure or building has not been completed by the completion date, then the City may take appropriate steps to secure the Site and to assess any costs incurred thereby against the Owner. In order to provide adequate security to the Site during the course of construction, the Owner acknowledges that the City may construct an appropriate barrier or fence around the perimeter of the Site and assess all costs against the Owner, or realize on any security held by the City in order to ensure compliance with this Agreement.

18. During construction, the Owner shall maintain and keep the Site in such a manner and condition that will allow unhindered access for emergency vehicles such as fire trucks and ambulances.

19. Prior to the release of the Performance Security provided in accordance with Paragraph
11, the Owner shall provide confirmation in writing by a qualified professional engineer authorized to practise in the Province of Ontario that all site services, grading, and storm water management control measures have been implemented in accordance with the approved plan. Such confirmation shall specifically include a statement that the proposed 85mm diameter orifice ICD storm water regulator plate has been properly installed and is shaped and sealed against the manhole with the neoprene gasket in place providing a watertight seal and that the parking lot has been constructed as per the Schedules to provide the proposed storm water storage and to allow for overland surface water spill lower than the finished floor of the proposed building. Additionally, such confirmation must also include specific wording that the new sewers were video inspected as applicable per CP 409.01 and had leakage tests and deflection tests (if required arising from the video inspection) as per OPSS 410.

20. The Owner agrees to undertake such inspections and maintenance programs of the proposed Stormceptor STC-300 (or approved equivalent) storm water quality oil/grit separator manhole as recommended by the manufacturer and to provide to the City of Peterborough Utility Services Department, upon request, a report detailing the results and actions of every such inspection and/or every undertaking of maintenance.

21. The Owner agrees to provide an AutoCAD file of the Site Plan to the satisfaction of the City's GIS/Mapping Co-ordinator, which consists of all "as constructed", information including property lines, building layout, parking lots and pavement widths. The digital data shall be compatible with the City of Peterborough digital mapping system standards, and shall be tied to the horizontal and vertical control network. Additionally, a digital AutoCAD (dwg) file and a PDF file of the Site Servicing and Grading Plan (Schedule 3) containing "as constructed" information of the final site grading and servicing information shall be provided to the satisfaction of the Utility Services Department.

22. The Owner shall pay to the City, concurrent with the execution of this Agreement, the sum of TEN THOUSAND, NINE HUNDRED and SIXTY DOLLARS ($10,960.00), in satisfaction of a parkland levy ("Parks Levy") as prescribed pursuant to Section 42 of the Planning Act, R.S.O. 1990, c. P.13 and By-law Number 1990-331, of the Corporation of the City of Peterborough. The Residential Portion of the Site has been approved as an Affordable Housing project. The Parks Levy on the Residential portion is assessed in the amount of $4,360.00. The Owner is, following payment of the aforementioned Parks Levy, eligible for a refund of the Residential Portion of the Parks Levy.
WITNESS the respective corporate seals of the respective corporate parties hereto, duly affixed under the hands of their respective signing officers, duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

in the presence of:

ONTARIO ABORIGINAL HOUSING
SUPPORT SERVICES CORPORATION

Per:
Name: Don McBain
Office: Executive Director
Ontario Aboriginal Housing
Support Services Corporation

Per:
Name:
Office:

I/We have authority to bind the
Corporation

THE CORPORATION OF THE CITY
OF PETERBOROUGH

Daryl Bennett, Mayor

John Kennedy, Clerk
SCHEDULE "A"

DESCRIPTION OF THE LAND

PART LOT 24 PLAN 20Q NORTH MONAGHAN, BEING PART 1, PLAN 45R15351, EXCEPT PARTS 1 & 2 PLAN 45R15644; CITY OF PETERBOROUGH