

The Corporation of the City of Kawartha Lakes

Planning Committee Report

Report Number PLAN2016-019

Date: March 9, 2016
Time: 1:00 p.m.
Place: Council Chambers

Ward Community Identifier: Ward 8 - Mariposa

Subject: Consent Agreements to implement a condition of five consent applications to create five residential lots on property described as Part South Half Lot 21, Concession 1, geographic Township of Mariposa, City of Kawartha Lakes, identified as 188 Valentia Road (Michelle and Jim WARD, - Planning File D03-14-043 to D03-14-047).

Author/Title: David Harding, Planner I

Signature:



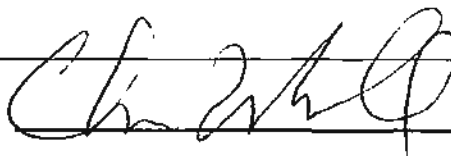
Recommendation(s):

RESOLVED THAT Report PLAN2016-019, respecting Part South Half Lot 21, Concession 1, geographic Township of Mariposa, Applications D03-14-043 to D03-14-047, be received;

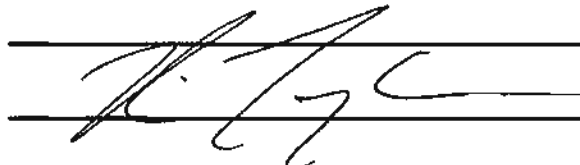
THAT the Consent Agreement respecting Consent Applications D03-14-043 to D03-14-047, substantially in the form attached as Appendix "C" to Report PLAN2016-019, be approval by Council; and

THAT the Mayor and Clerk be authorized to execute any documents and agreements required by the approval of this application.

Department Head:



Corporate Services Director / Other:



Chief Administrative Officer:

Background:

The subject property is located to the northeast of the hamlet of Valentia. The owners applied for and received approval from Council to rezone the property through Zoning By-law Amendment File D06-15-005, By-law 2015-102, to permit residential development upon part of the agricultural lot. The owners applied for and received provisional consent (Files D03-14-043 and D03-14-047) from the Committee of Adjustment, as delegated by Council, to sever a five approximately 0.4 ha. residential lots and retain the remaining approximately 35.8 ha. of agricultural land. A condition of provisional consent requires the owners to enter into a consent agreement with the City to upgrade the boulevard on the east side of Valentia Road abutting the five proposed residential lots.

Owners:	Jim and Michelle Ward	
Legal Description:	Part South Half Lot 21, Concession 1, geographic Township of Mariposa	
Designation:	Prime Agricultural & Hamlet Settlement Area in Schedule 'A' to the City of Kawartha Lakes Official Plan	
Zone:	Agricultural Exception Twenty-Seven (A1-27) Zone, Hamlet Residential Eight (HR-8) Township of Mariposa Comprehensive Zoning By-law 94-07	
Lot Area:	Retained – 35.8 ha., Severed Lands - ~0.4 ha.	
Site Servicing:	Retained – Private individual on-site sewage disposals and wells Severed Lands – Unserviced	
Existing Uses:	Retained - Agricultural/Forest/Wetland Severed Lands - Agricultural	
Adjacent Uses:	North & East:	Agricultural/Forest/Wetland
	South:	Residential
	West:	Residential/Rural/Agricultural

Rationale:

The five proposed lots front onto Valentia Road, and propose to continue the hamlet of Valentia's built form north along the eastern side of Valentia Road. Council's approval and adoption of the consent agreement will allow the City to register the agreement.

Provincial Policies:

Planning staff reviewed the original Planning Justification Report submitted in support of the applications and accepts the planning rationale contained in the report with respect to the Growth Plan for the Greater Golden Horseshoe (Growth Plan) and the 2014 Provincial Policy Statement (PPS). The applications serve to permit residential development within Valentia, a Rural Settlement Area.

Official Plan Conformity:

The agricultural portion of the property containing the retained lands is designated Prime Agricultural, and the portion of the land that will contain the five residential lots is designated Hamlet Settlement Area. The applications conform to the Hamlet Settlement Area and consent policies within the Official Plan.

Zoning By-Law Compliance:

In accordance with conditions of the provisional consents, the owners have rezoned the property through Zoning By-law Amendment File D06-15-005. The retained land is now zoned Agricultural Exception Twenty-Seven (A1-27) Zone. The severed lands are zoned Hamlet Residential Exception Eight (HR-8) Zone. The HR-8 Zone category permits a single detached dwelling, home occupation, bed and breakfast establishment and a public park.

Financial Considerations:

There are no financial considerations as the Planning Act applications necessary to permit the development have been approved and the decision on the consent agreement is not appealable.

Relationship of Recommendations To Strategic Priorities:

The City's Strategy Map outlines Council's Vision of a Vibrant and Growing Economy, an Exceptional Quality of Life, and a Healthy Environment. This application aligns with the Prosperity and Quality of Life priorities in that new residents will be attracted to the City.

Development Services – Planning Division Comments:

The encumbrancer (mortgagor) has not yet signed the consent agreement. The owners have advised that this authorization is forthcoming. Should the owners not provide the signature of the encumbrancer prior to the Council meeting, Council should not approve the consent agreement as the signature of the encumbrancer is required.

Conclusion:

The consent agreement will fulfill a condition of five provisional consent applications. The consent applications conform to the PPS, Growth Plan, Official Plan and Zoning By-law. Staff respectfully recommends that the consent agreement be referred to Council for APPROVAL.

Attachments:

Appendix 'A' – Location Map



Appendix A to
PLAN2016-019.pdf

Appendix 'B' – Draft Consent Agreement

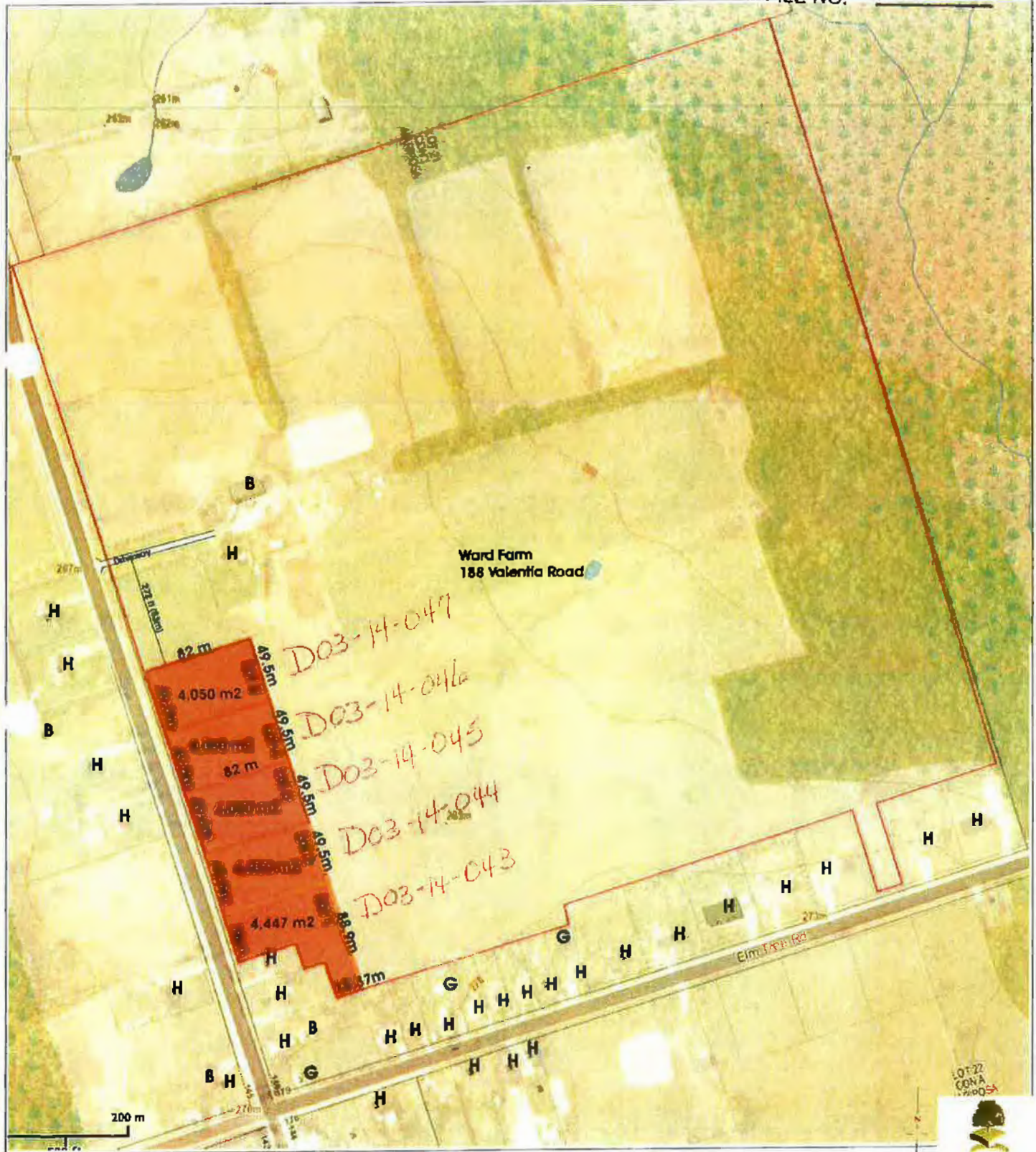


Appendix B to
PLAN2016-019.pdf

Phone:	705-324-9411 or 1-888-822-2225 ext. 1206
E-Mail:	deharding@city.kawarthalakes.on.ca
Department Head:	Chris Marshall
Department File:	D03-14-043 to D03-14-047

Figure 2 - Proposed Consents
 Ward Farm
 188 Valentia Road
 City of Kawartha Lakes

APPENDIX "A"
 to
 REPORT PLAN2016-019
 D03-14-043
 D03-14-047
 FILE NO.



Proposed Consents

H - Residence B - Barn G - Garage



CLARK

CONSENT AGREEMENT

REPORT PLAN 2016-019

THIS CONSENT AGREEMENT made this _____ day of _____ 2016. D03-14-043
FILE NO. D03 14-047

BETWEEN:

MICHELLE MARY WARD

JIM EDWARD WARD

hereinafter called the "Owner"

- and -

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Hereinafter called the "City"

WHEREAS the lands affected by this agreement, are described in Section 1, hereto and hereinafter referred to as the "Lands";

AND WHEREAS provisional consent was granted by the Committee of Adjustment to Applications D03-14-043 to D03-14-047 to create five residential building lots on the Lands;

AND WHEREAS one of the conditions of provisional consent requires the Owner to enter into an Agreement with the City to address certain matters hereinafter set out;

NOW THEREFORE, in consideration of the City granting the Owner provisional consent to sever the Lands, as well as the mutual agreements and covenants hereinafter contained, the Parties agree as follows:

1. LAND AFFECTED

PIN # 63192-0103(LT). The land affected by this Agreement (the "Lands") are those parts within the City of Kawartha Lakes, designated as Part of the South Half of Lot 21, Concession 1, geographic Township of Mariposa, City of Kawartha Lakes.

2. STATUS OF THIS AGREEMENT

This Agreement is entered into and executed by the Owner for the purpose of having the City act in reliance on the covenants by the Owner contained herein and the Owner hereby waives any right or claim which it now has or may hereinafter acquire which is inconsistent with the terms of this Agreement.

3. INTERPRETATION

- (1) Whenever in this Agreement the pronoun "it" is used, it shall be read and construed as "he", "she", "they", "him", "her" or "them", and the number of the verb agreeing therewith shall be construed accordingly.
- (2) The Schedules attached hereto shall form part of this Agreement.
- (3) Time shall be of the essence of this Agreement.
- (4) Whenever used, "Director, Development Services" shall include the delegate of the Director, Development Services.

4. BINDING PARTIES

This Agreement shall be enforceable jointly and severally by and against the Owner hereto, their heirs, executors, administrators, successors and assigns, and the Agreement and all the covenants by the Owner contained herein shall run with the Lands for the benefit of the City and the land or interests in land owned by the City upon the registration of this Agreement.

5. NOTICE

- (1) Any notice required to be given hereunder may be given by personal delivery or registered mail,
 - (a) in the case of the Owner, to

Michelle and Jim Ward
188 Valentia Road
Little Britain, ON K0M 2C0

and
 - (b) in the case of the City, to

The Corporation of the City of Kawartha Lakes
Development Services Department
Attention: Director of Development Services
180 Kent Street West
Lindsay, ON K9V 2Y6
- (2) Each Party may redesignate the person(s) or the address(s), or both, to whom or to which such notice may be given by giving written notice to the other.
- (3) Any notice given in accordance with this section shall be deemed to have been given on the second day following the day of delivery or the fourth

day following the day of mailing unless within the four days following the day of mailing there is a postal delivery interruption in which event on the 4th day following the end of the postal delivery interruption, as the case may be.

6. RIGHT TO ENTER

The Owner shall retain a licence from any subsequent purchaser of the Lands, or any part thereof, to enable the Owner and the City's inspectors to enter upon the Lands in order to comply with the provisions of this Agreement.

7. OWNER'S GENERAL UNDERTAKING

The Owner shall complete in a good workmanlike manner for the City, all the municipal services as hereinafter set forth to the satisfaction of the City, and shall complete, perform or make payment for such other matters as may be provided for herein.

8. OWNER'S EXPENSE

Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner and at no expense to the City" unless the context requires otherwise.

9. CONSULTING ENGINEERS

(1) The Owner shall retain a Professional Engineer as the Consulting Engineer of the Owner to carry out all the necessary engineering and to supervise the work required to be designed and done for the development and construction of the project.

(2) Such Consulting Engineer, or any successor thereto, shall continue to be retained until the work required to be done for the development and construction of the project is completed and formally accepted by the City. The Owner shall direct the Consulting Engineer to provide to the City a copy or copies of any reports provided by the Consulting Engineer to the Owner.

(3) The Owner may change from one Consulting Engineer to another at any time or times during the development and construction of the project, so long as the Owner has a Consulting Engineer retained at all times and that the Owner promptly advises the City of such change.

10. DESIGN / CONSTRUCTION / INSTALLATION OF CITY WORKS AND SERVICES

(1) The Owner shall obtain all required approvals (from both City and any external agencies, as required) and shall construct or install to City

standards in effect as at the date hereof and shall provide to the City, the following City works and services (the "Works") as generally shown on the plans described in Schedule "A", as amended from time to time and to be replaced by certified detailed plans submitted by the Owner's Consulting Engineer to the City and approved by the City's Director, Development Services in accordance with the City's specifications and approvals in effect as at the date hereof for such Works:

- (a) Design and installation of stormwater management to the satisfaction of the City.
 - (b) Design and installation of proposed asphalt kill strip/boulevard strip, and including but not limited to, details of length, width and cross-section and entrances to the Lands. Minimum design specifications to include 40mm HL-4 and 50mm HL-8, and granular A – 150mm and granular B – 300mm. Supporting testing results will be required for security reduction.
- (2) Such engineering plans shall coordinate the driveway width, street hardware and street trees, so as to ensure that conflicts do not exist, asphalt is minimized and any existing street trees are accommodated.
 - (3) All Works shall be constructed and installed in accordance with the City's specifications and in a good and workmanlike manner under the supervision of the Owner's Consulting Engineer and will be inspected by the City.
 - (4) The Owner agrees that no occupancy of any dwelling unit will occur, or be granted through permit by the City, until such time as the sanitary services are approved and installed to the City's satisfaction.-
 - (6) The Owner shall not dump nor permit to be dumped any fill or debris on, nor remove or permit to be removed any fill from, any public lands, other than in the actual construction of Works in the project without the written consent of the authority responsible for such lands.
 - (7) The Owner shall not burn nor permit to be burned by any person or entity that it has retained any refuse or debris within the project or adjacent to it.
 - (8) The City's Director, Development Services or his/her designate may determine, acting reasonably, if it is necessary for roads, laneways, sidewalks, walkways, to be cleaned and/or flushed to eliminate and/or control dust, dirt, mud, debris, resulting from the Works being done within this project. The reasonable cost for such works shall be paid by the Owner within 30 days of invoices being rendered.
 - (9) The Owner shall pay, within 30 days of invoices being rendered, the reasonable costs of:

- (a) relocating any existing services or utilities required to be relocated by the construction or installation of Works, in the project; provided such relocation is necessary and the Owner is advised in writing of the required relocation not later than 45 days after completing construction or installation of the Works, service or utility giving rise to the relocation; and
 - (b) moving any Works, installed in driveways or so close thereto, in the opinion of the City's Director, Development Services, as to interfere with the use of the driveway.
- (10) Unless otherwise provided herein, the Owner shall perform any work required to be done under this Agreement to the specifications of the City in effect at the date of construction and installation.
- (11) The Owner shall provide and erect temporary signs of such nature and at such locations as designated by the City's Director, Development Services. The Owner shall remove such signs upon the completion of the Works or upon direction of the Director, Development Services.

11. AUTHORIZATION TO COMMENCE WORK

- (1) The Owner shall not commence the construction or installation of any of the Works without the written Authorization to Commence Work of the City's Director, Development Services, which Authorization shall not be issued until all approvals required by this Agreement have been obtained and:
 - (a) two copies of this Agreement, including approved engineering design drawings, executed by the Owner and all Encumbrancers have been provided to the City to the satisfaction of the Director, Development Services;
 - (b) all insurance requirements, as noted in this Agreement, have been delivered to the City to the satisfaction of the Corporate Services Officer and the Director, Development Services;
 - (c) Construction Management Brief has been submitted addressing such matters as schedule, sediment controls, road cleaning, and mud and dust control during all phases of development;
 - (d) all approvals and permits have been obtained by the Owner from the appropriate agencies, or a certificate has been provided by the Owner's Consulting Engineer that no such approvals or permits are required;

- (e) Road Occupancy Permit from City of Kawartha Lakes Public Works Department.
- (2) The Authorization to Commence Work shall not be unreasonably withheld or delayed.

12. USE OF WORKS PENDING COMPLETION / EMERGENCY REPAIRS-

- (1) Any of the Works may be used by the City, or by such other person or agency as may be authorized by the City's Director, Development Services, for the purposes for which the Works are designed, and such use shall not be deemed an acceptance of any of the Works by the City, nor an assumption by the City of any liability in connection therewith, nor a release of the Owner from any of its obligations under this Agreement.
- (2) The City may make emergency repairs at any time to any of the Works and may for this purpose enter the Lands at any time; such repair or entry shall not be deemed an acceptance of any of the Works by the City, nor an assumption by the City of any liability in connection therewith, nor a release of the Owner from any of its obligations under this Agreement. The City shall give the Owner notice that it is entering the Lands for the purpose of emergency repairs to the Works and such notice shall contain a description of the repairs being made by the City in reasonable detail.

13. COMPLETION DATES - CITY WORKS AND SERVICES

The Owner shall complete the Works in accordance with the following time limits:

- (1) City roads adjacent to the Lands, including ditches and paved kill strip/ boulevard strip and driveway approaches from Valentia Road, as generally identified in the engineering drawings in Schedule "A" – shall be completed prior to the occupancy of any dwelling unit.
- (2) stormwater drainage and management system (including grading and top-soiling) prior to the occupancy of any dwelling unit;

14. FAILURE TO COMPLETE / IMPROPER PERFORMANCE

- (1) If, in the reasonable opinion of the City's Director, Development Services, the Owner is not constructing or installing the Works, or causing them to be constructed or installed, in a manner such that they will be completed within the time specified in this Agreement or is improperly performing the Works, or after commencement has neglected or abandoned them before completion, or has unreasonably delayed them so that the terms and conditions of this Agreement are being violated or executed carelessly or in bad faith, or has neglected or refused to renew or again perform Works properly rejected by the Director, Development Services as defective or unsuitable, or has in any other manner, in the opinion of the Director,

Development Services, acting reasonably defaulted in the performance of the terms and conditions of this Agreement, then the Director may notify the Owner and his surety in writing of the default or neglect and if the notification be without effect for twenty-one days, then the Director shall have full authority to make any payment or do any thing, including but not limited to obtaining materials, tools and machinery and employing persons required for the proper completion of the Works or rectification of the default, at the reasonable cost and expense of the Owner or his surety, or both.

- (2) In cases of emergency- in the opinion of the Director, Development Services, such Director may act without prior notice but the Owner and its surety shall be notified forthwith and such notice shall describe in reasonable detail any work being done as a result of the emergency.
- (3) The reasonable cost of rectifying the default shall be calculated by the Director, Development Services, whose decision if reasonable shall be final absent any manifest error, and may be charged to the Owner, together with a 10% percent engineering and administration fee, by drawing upon the letter of credit or security filed with the City.

15. GUARANTEE OF WORKS, WORKMANSHIP AND MATERIAL

- (1) The Owner shall guarantee all Works, as to workmanship and materials employed or used in the construction, installation or completion of Works, for a minimum period of one year (the "maintenance period") following the issuance of the Completion Acceptance Certificate by the Consulting Engineer and approval by the City. The Completion Acceptance Certificate shall be issued by the Consulting Engineer as soon as the Owner has completed the Works in accordance with the City standards.
- (2) Despite any other provisions of this Agreement, the responsibilities of the Owner during the maintenance period shall include the maintenance of the Works, including the rectification of any Works which have not been installed by the Owner in accordance with the standards and specifications provided to the Owner by the City in connection with such Works.
- (3) Prior to the commencement of the maintenance period, the Owner's Consulting Engineer shall submit to the City,
 - (a) "as built" construction drawings for the Works complete as per City standards, together with that Consulting Engineer's certificate that those drawings accurately depict the Works as constructed; and
 - (b) a statement by an Ontario Land Surveyor that all standard iron bars as shown on the registered reference plan, and survey monuments at all lot corners have been found or re-established.

- (4) Prior to the end of the maintenance period, the City will re-inspect the Works and if,
- (a) the Works have been installed in accordance with the specifications and standards provided to the Owner by the City; and
 - (b) the Owner has performed all of its obligations under the terms of this Agreement,

the City will issue to the Owner not later than 7 days after the date on which the maintenance period expires a Final Acceptance letter at which time the City will assume ownership of the Works and the operation and maintenance thereof, and the maintenance period will then end.

- (5) If upon the re-inspection conducted prior to the end of the maintenance period,
- (a) the Works have not been installed in accordance with the specifications and standards provided to the Owner by the City, or
 - (b) the Owner has not performed all of its obligations in connection with the Works under the terms of this Agreement to the satisfaction of the City,

the City will advise the Owner in writing and in reasonable detail of the deficiencies, the expected rectifications, and the reasonable period of time limited for implementing the rectifications (the "rectification period") and the maintenance period shall be extended to the earlier of the end of the rectification period or the date of completion by the Owner of the deficiencies specified in the aforesaid notice.

- (6) At the end of the rectification period, the City will re-inspect the Works and if,
- (a) the Works have been installed in accordance with the specifications and standards provided to the Owner by the City; and
 - (b) the Owner has performed all of its obligations in connection with the Works under the terms of this Agreement to the satisfaction of the City,

the City will issue to the Owner a Final Acceptance Certificate at which time the City will assume ownership of the Works and the operation and maintenance thereof, and the maintenance period will then end.

- (7) If upon the re-inspection conducted at the end of the rectification period,
 - (a) the Works are still not acceptable, or
 - (b) the Owner has not performed all of its obligations under the terms of this Agreement,

the City's Director, Development Services, shall determine, in his sole discretion, whether a further rectification period will be granted, and, if so, upon what terms and conditions, or whether the City shall proceed under the provisions of Section 16, or both.

16. FINANCIAL ARRANGEMENTS

The Owner UNDERTAKES and AGREES to the following financial arrangements with respect to the performance of the terms within this Agreement:

- (1) The Owner shall provide the City at its own expense prior to the installation of any Works with an irrevocable letter of credit or cash (herein referred to as "the security") in the amount of 50% (see attached letter in Schedule "B") of the total construction cost estimate, including works required within the City's right-of-way, required by the City and including the respective H.S.T. to guarantee and secure the due performance by the Owner of all of the obligations imposed upon the Owner by this Agreement, and as outlined in Schedule "A" – Engineering Drawings, and in Schedule "B" – Estimated Cost of Works, including, without limiting the generality of the foregoing, the performance of the work and development, including engineering and legal expenses incurred by the City in connection with the administration and enforcement of this Agreement.
- (2) The aforesaid letter of credit shall be in a form approved by the City's Solicitor and the Owner COVENANTS and AGREES that the said letter of credit shall be kept in full force and effect and that he or she will pay all premiums as the same come due until such time as the City accepts the said Works as hereinbefore provided. The aforesaid letter of credit shall also contain the following provisions:
 - (a) The letter of credit shall be security for any obligations of the Owner pursuant to the provisions of this Agreement, without limitations whatsoever and shall include H.S.T.;
 - (b) Drawings on the letter of credit shall be permitted upon presentation of a letter from the City to the bank claiming default by the Owner under the terms of this Agreement, and certifying that the notice provided for under Section 14 hereof has been given, and such default shall not be limited to the actions of the Owner;
 - (c) Partial drawings on the letter of credit shall be permitted;

- (d) If the letter of credit is not renewed at least thirty (30) days prior to the date of expiry by an irrevocable letter of renewal or replacement letter of credit in such form and on such terms acceptable to the City Solicitor, the City may be permitted to draw on up to 100% of the letter of credit on or before the date of expiry.
- (3) While at all times being subject to the discretion of the City, the calculation of the amount of any reductions on the security held to reflect the value of work already completed by the Owner shall generally be as follows:
 - (a) Calculate 10% of the estimated cost of the completed works as inspected and agreed to by the City, and add thereto the estimated value of the uncompleted work and add to that subtotal an allowance for contingencies (5%) and engineering and inspection (7%).
 - (b) The resultant value including H.S.T. shall be the revised amount of security required to be held. At no time can the amount of security be reduced to below the actual amount required to secure the completion of the Works.

Provided, however, there shall be no reduction in the security unless the City has received a current statutory declaration that the completed work has been paid for in full and there are no claims outstanding or being made with respect to the Services or completed work, whether pursuant to the Construction Lien Act, R.S.O. 1990, c. C.30, as amended (the "Construction Lien Act") or otherwise.

- (4) It is understood and agreed that the filing of a lien or delivery of a claim for a lien to the Clerk of the City under the Construction Lien Act constitutes a default under this Agreement, and upon receipt of any lien, claim or notice under the Construction Lien Act, it is agreed that the City may call the letter of credit or other security for payment into court of any amount required by the provisions of the Construction Lien Act, providing the Owner is unable to remove the lien within twenty-one (21) business days of receiving notification.
 - (5) Where there has been a default by the Owner with respect to any provisions of this Agreement and the City has taken steps on its own to remedy such default, after providing the Owner with notice of such default and a reasonable opportunity to cure such default, any such steps shall be done at the expense of the Owner and, to the extent such work is not capable of being reimbursed through drawing on the letter of credit, shall be recovered as provided in Section 446 of the *Municipal Act*, 2001 R.S.O.2001 c.28, as amended.

- (6) Prior to the issuance of a building permit for a detached dwelling on the Lands, the Owner shall have paid all Development Charges in accordance with the applicable By-law(s) in effect on the date that a complete building permit application is received.
- (7) Prior to the execution of this Agreement by the City, the Owner shall have paid to the City the Engineering Fee herein provided in connection with the preparation, administration and enforcement of this Agreement.

Said Engineering Fee, intended to reimburse the City for the expenses incurred by it in processing the consent agreement, shall be in the amount of 0.6% of the estimated construction value of the Public Services created relative to the consents as laid out in Schedule "B" (exclusive of H.S.T.). The collection of the aforementioned Fees shall be in accordance with By-Law 2007-132, as amended.

17. OWNER'S GENERAL INDEMNITY

Throughout the currency of this Agreement and the performance of the Works, the Owner shall indemnify the City against all actions, causes of actions, suits, claims and demands whatsoever, which may arise either directly or indirectly by reason of the Owner undertaking the project or servicing the Lands as required under this Agreement.

18. OCCUPATIONAL HEALTH AND SAFETY

- (1) The Owner certifies that it is aware of its duties and obligations under the *Occupational Health and Safety Act*, or any successor thereto or amendment thereof, and all Regulations thereunder (herein called the "Act"), pertaining to the works and services to be provided by the Owner pursuant to this Agreement and shall ensure that its employees, contractors, subcontractors and their employees:
 - (a) are aware of their respective duties and obligations under the Act applicable to the performance of the works and services required pursuant to this Agreement; and
 - (b) have sufficient knowledge and training to perform all works and services required pursuant to this Agreement safely and in compliance with the Act.
- (2) In the performance of all works and services required pursuant to this Agreement, the Owner shall:
 - (a) act safely and comply in all respects with the Act applicable to the performance of the works and services required pursuant to this Agreement; and

- (b) ensure that its employees, contractors, subcontractors and their employees act safely and comply in all respects with the Act applicable to the performance of the works and services required pursuant to this Agreement.
- (3) The Owner shall rectify any unsafe act or practice and any non-compliance with the Act immediately upon being notified by any person of the existence of such act, practice or non-compliance.
- (4) The Owner shall permit representatives of the City on the site where any works or services required pursuant to this Agreement are being performed at any time or times for the purpose of inspection to determine compliance with this section.
- (5) No act or omission by the City or any representative of the City (including the entering into of this Agreement) shall be deemed to be an assumption of any of the duties or obligations of the Owner, its employees, contractors, subcontractors and their employees under the Act.-
- (6) In addition to the Owner's general indemnification of the City pursuant to Section 17, above, the Owner shall indemnify and save harmless the City,
 - (a) from any loss, damage or cost to the City which may result from the Owner or any of its employees, contractors, subcontractors and their employees failing to act safely or to comply in all respects with the Act in the performance of any work or service required pursuant to this Agreement; and
 - (b) against any action or claim, or costs related thereto, brought against the City by any person arising out of any non-compliance with the Act by the Owner or any of its employees, contractors, subcontractors and their employees in the performance of any work or service required pursuant to this Agreement.
- (7) The Owner herein agrees that no blasting shall take place on the Lands being developed herein. In the event that blasting becomes necessary, the Owner shall provide the City with all necessary amendments to the insurance policy provided to the City pursuant to Section 19 herein, in a form acceptable to the City prior to initiating any such blasting on the Lands.

19. INSURANCE

- (1) Before commencing any of the Works, the Owner shall supply the City with a completed "Certificate of Insurance", verifying that a liability insurance policy is in place, which is in compliance with Section 19(2) below. Additionally, the Owner shall deliver to the City renewal and/or

replacement certificates not less than 30 days prior to the expiry of the preceeding certificate.

- (2) The policy shall,
 - (a) name the City of Kawartha Lakes as an additional named insured;
 - (b) set the minimum limit at \$5,000,000.00 all inclusive for property damage and personal liability;
 - (c) indicate "per occurrence";
 - (d) indicate "per location" (if more than one location is identified on the certificate);
 - (e) refer to "products and completed operations" only - if the policy contains an "aggregate amount";
 - (f) contain a clause including blasting, if blasting is to occur; and
 - (g) remain in full force and effect until the Final Acceptance Certificate has been issued by the City.
 - (h) provide for 30 days written notice to the City of any change in the provisions or termination of the policy
- (3) The policy premium shall be paid initially for a period of one year and the policy shall be renewed for further one-year periods until the Final Acceptance Certificate has been issued by the City.
- (4) If the policy is subject to a deductible amount, the Security provided for by the Owner to the City pursuant to this Agreement shall also be available to be called upon by the City to pay for any amount required to be paid for by the Owner as the Owner's deductible under the aforesaid insurance policy and not otherwise paid for by the Owner.
- (5) The provision of the insurance policy required by this section shall not relieve the Owner from liability for claims not covered by the policy or which exceed its limits, if any, for which the Owner may be held responsible.
- (6) If the insurance policy referred to above is cancelled prior to the City's issuance of the Final Acceptance Certificate, the City may, at its discretion, draw upon the Owner's Letter of Credit or security to pay the Owner's policy premium to keep adequate insurance in place until such time as the City has issued the Final Acceptance Certificate

20. COMPLIANCE AND IMPLEMENTATION OF SPECIFIC PROVISIONS RESPECTING DEVELOPMENT

The Owner agrees to comply with, and implement, all recommendations and specific provisions referred herein including those set out in all Schedules attached hereto. Schedule "C" – Decisions of the Committee of Adjustment applicable to the Lands are provided for information purposes.

21. PAYMENT OF LIENS AND OTHER CLAIMS

- (1) The Owner shall discharge or vacate any liens or claims filed with the City or registered on title to any City-owned lands and arising out of or from any amounts claimed to be unpaid for work, services, material, or equipment provided to the project within thirty days of being requested to do so by the City.
- (2) At the end of the maintenance period, as extended during any rectification period, the Owner shall file with the City a Statutory Declaration stating that:
 - (a) all materials have been supplied and all services and works have been completed in the project with respect to the construction and installation of Works;
 - (b) all accounts for work or service performed and materials placed or furnished upon or in respect of the construction and installation of Works have been fully paid and satisfied and no person supplying any services, material or equipment or providing any work, in connection therewith is entitled to claim a lien under the *Construction Lien Act* against the City or any City-owned land;
 - (c) there are no judgments or executions filed against the Owner;
 - (d) nothing is owed by the Owner or claimed against it for unemployment insurance deductions, income tax deductions, or by way of contribution or assessment under the *Workplace Safety and Insurance Act*;
 - (e) the Owner has not made any assignment for the benefit of creditors, nor has any receiving order been made against it under the *Bankruptcy Act*, nor has any petition for such an order been served upon the Owner; and
 - (f) 45 days have passed since the completion of the construction, installation, and last rectification of the Works.

22. PAYMENT OF INTEREST ON OVERDUE AMOUNTS PAYABLE


The Owner shall pay interest at the rate of 10 percent per year to the City on all sums of money payable hereunder which are not paid on the due dates calculated from such due dates.

23. REGISTRATION OF AGREEMENT

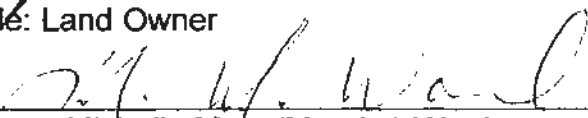
- (1) This Agreement shall be registered by the City, immediately following the Owner's compliance of the conditions set out herein.
- (2) The Owner's Solicitor shall attend to the registration of any/all Transfers to the City, as well as the registration of any/all Postponements/Discharges, at the Owner's cost, immediately following the registration of this Development Agreement.
- (3) The Owner shall give to every subsequent purchaser of the Lands or any part of the Lands actual notice of the existence and the terms of this Agreement.
- (4) The Owner shall indemnify and save harmless the City from any loss, inconvenience or damage which may result to the City from the Owner's failure to comply with subsection (2) of this Agreement.
- (5) The Owner shall execute such further assurances of the rights hereby granted as may be deemed necessary by the City.
- (6) The City as and when requested by the Owner or any successor in title to all or any part of the Lands shall provide its acknowledgement that this Agreement has been complied with and there are no continuing defaults hereunder or if not complied with or in default a description in reasonable detail of any outstanding matters and/or defaults.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their respective Corporate Seals attested to by the hands of their authorized officers.

SIGNED, SEALED AND DELIVERED



Name: James Edward Ward
Title: Land Owner



Name: Michelle Mary (Murphy) Ward
Title: Land Owner

I/We have authority to bind the Corporation.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Andy Letham, Mayor

Judy Currins, City Clerk

ENCUMBRANCER – (NAME OF ENCUMBRANCER)

The Encumbrancer hereby consents to the registration of this Consent Agreement between The Corporation of the City of Kawartha Lakes and Michelle Mary Ward and James Edward Ward against the Lands described as Part of the South Half of Lot 21, Concession 1, geographic Township of Mariposa, City of Kawartha Lakes and hereby postpones all its rights, title and interest as Encumbrancer in favour of the various provisions hereunder to the same extent and in fact as if this Agreement had been signed, sealed, delivered and registered prior to the signing, sealing, delivery and registration of the mortgage held by such Encumbrancer.

Dated at _____, Ontario, this _____ day of _____, 2016.

SIGNED, SEALED AND DELIVERED

Name:
Title:

Name:
Title:

I/We have the authority to bind the Bank.

SCHEDULE "A"

Engineering Drawings

(Must include the complete drawing set in both hardcopy and digital formats)

The following drawings listed hereafter and prepared by the Engineer shall constitute part of this Agreement and are on file with the City and identified as forming Schedule A-1 by the signatures of the Owner and the City.

Prepared by Dobri Engineering Limited, revision date November 6, 2015:

Drawing No. 15-520-001:	Grading Plan
Drawing No. 15-520-002:	Plan and Profile – STA. 0+000 TO 0+120
Drawing No. 15-520-003:	Plan and Profile – STA. 0+120 TO 0+250
Drawing No. 15-520-004:	OPSD



Drawing No.



Drawing No.



Drawing No.



Drawing No.

15-520-001 Grading Plan 15-520-002 Plan and 15-520-003 Plan and 15-520-004 OPSD.pdf

SCHEDULE "B"

Summary of Estimated Costs

(Must include the complete estimate in both hardcopy and digital formats)

The following cost estimate listed hereafter and prepared by the Engineer and the City response to the security reduction request shall constitute part of this Agreement and are on file with the City and identified as forming Schedule B-1 by the signatures of the Owner and the City.



2015.11.06



2015.12.08 - City

Construction Cost Estimate Response to Security I

SCHEDULE "C"

Committee of Adjustment Notice of Decisions
(Must include all decisions in both hardcopy and digital formats)

The following decisions listed hereafter and prepared by the City shall constitute part of this Agreement and are on file with the City and identified as forming Schedule C-1 by the signatures of the Owner and the City.

Prepared by the Secretary Treasurer, Committee of Adjustment, dated May 22, 2015:

Consent File No. D03-14-043:	Notice of Decision / Conditions and Right to Appeal
Consent File No. D03-14-044:	Notice of Decision / Conditions and Right to Appeal
Consent File No. D03-14-045:	Notice of Decision / Conditions and Right to Appeal
Consent File No. D03-14-046:	Notice of Decision / Conditions and Right to Appeal
Consent File No. D03-14-047:	Notice of Decision / Conditions and Right to Appeal



2015.05.22 - Notice
of Decision.pdf



2015.05.22 - Notice
of Decision.pdf



2015.05.22 - Notice
of Decision.pdf



2015.05.22 - Notice
of Decision.pdf



2015.05.22 - Notice
of Decision.pdf