



APPROVAL BLOCK	
CAO	AS
DE&DS	SA
MA	

CITY OF BELLEVILLE
Jason Pettit
Development Technologist
Engineering and Development Services Department
Report No. APS-2020-20
May 11, 2020

To: Mayor and Members of Council

Subject: Acceptance of Underground and Water Services
Potters Creek Subdivision – Phase 3
Owner: Potters Creek Developments Inc.

File: ER-72

Recommendation:

“THAT a by-law to approve and authorize the acceptance of certain underground and water City services in Phase 3 of the Potters Creek Subdivision be prepared for Council’s consideration.”

Strategic Plan Alignment:

The City of Belleville's Strategic Plan identifies nine strategic themes. The recommendation within this report aligns with two of the City's strategic themes. The strategic theme "Infrastructure" and the City's strategic objective to "plan for and invest in new or expanded infrastructure to establish sufficient capacity to provide for growth of our community", along with "Residential Development" and the City's strategic objective to "Plan for residential growth to meet our needs for 20 years and designate sufficient land in our planning documents to accommodate residential growth for 10 years". The acceptance of certain underground and water City services in the Potters Creek Phase 3 Subdivision will allow for future residential growth within our community.

Background:

In October 2012, Potters Creek Developments Inc. entered into a Subdivision Agreement with the City to construct Phase 3 of the Potters Creek Subdivision, as shown on **APPENDIX 1** attached. The underground services acceptance for Potters Creek Subdivision Phase 3 will see the City assume maintenance for items including water pipes, sanitary sewers and storm sewers.

Financial:

All of the work and legal costs arising from the development of this subdivision have been at the Owner's expense.

Conclusion:

The underground and water services have been completed and the work approved by the City. All work is to the City's satisfaction and can now be accepted.

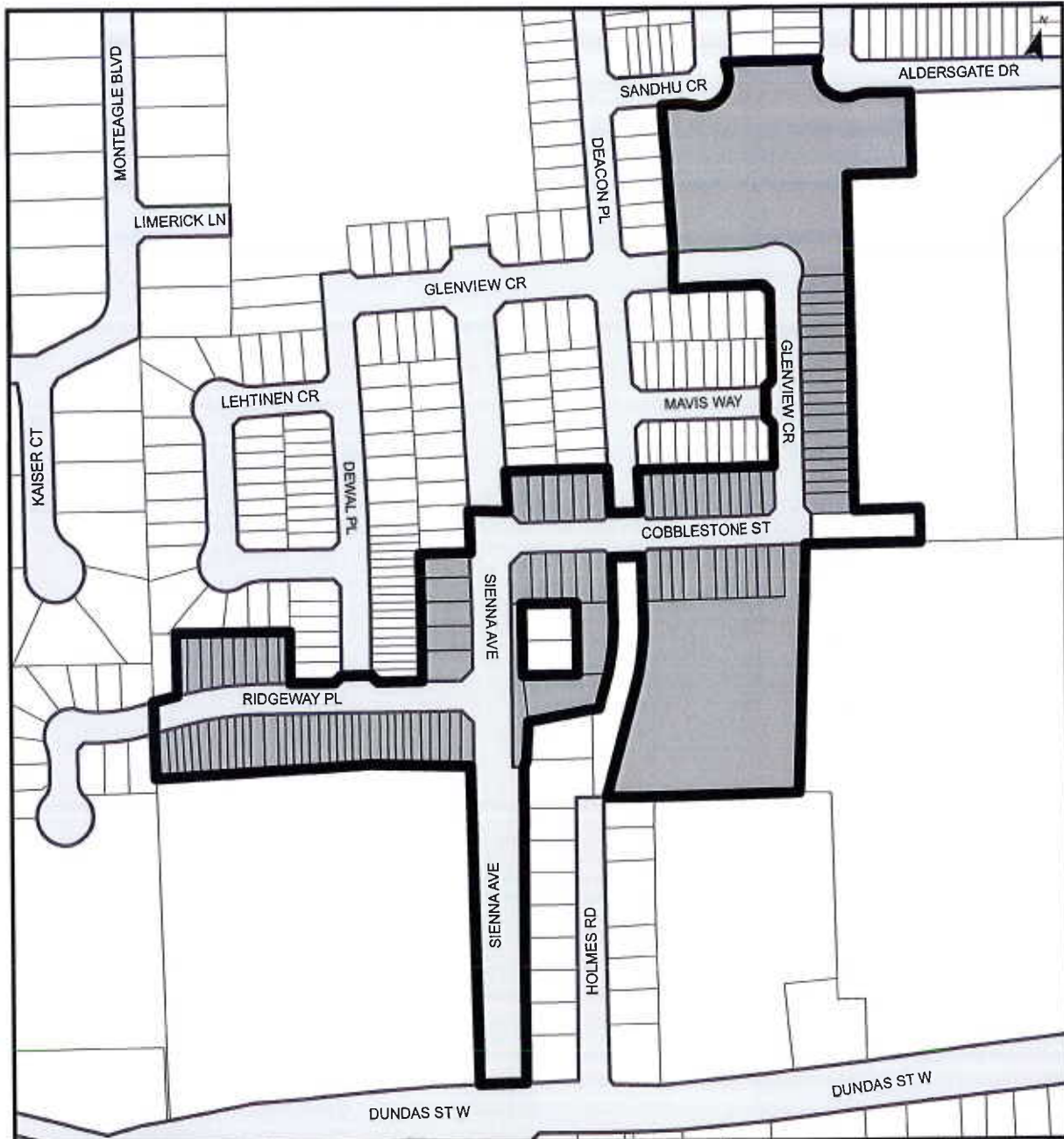
Respectfully submitted.

A handwritten signature in black ink, consisting of a stylized, cursive 'J' followed by a horizontal line extending to the right.

Jason Pettit
JP/JP

APPENDIX 1

Potters Creek Subdivision – Phase 3



CITY OF BELLEVILLE
ENGINEERING & DEVELOPMENT
SERVICES DEPARTMENT

LOCATION MAP



**POTTERS CREEK
PHASE 3**





APPROVAL BLOCK	
CAO	<u>RS</u>
DE&DS	<u>SA</u>
MA	<u>P</u>

CITY OF BELLEVILLE
Jason Pettit
Development Technologist
Engineering and Development Services Department
Report No. APS-2020-21
May 11, 2020

To: Mayor and Members of Council

Subject: Acceptance of Underground and Water Services
Potters Creek Subdivision – Phase 4
Owner: Potters Creek Developments Inc.

File: ER-80

Recommendation:

“THAT a by-law to approve and authorize the acceptance of certain underground and water City services in Phase 4 of the Potters Creek Subdivision be prepared for Council’s consideration.”

Strategic Plan Alignment:

The City of Belleville’s Strategic Plan identifies nine strategic themes. The recommendation within this report aligns with two of the City’s strategic themes. The strategic theme “Infrastructure” and the City’s strategic objective to “plan for and invest in new or expanded infrastructure to establish sufficient capacity to provide for growth of our community”, along with “Residential Development” and the City’s strategic objective to “Plan for residential growth to meet our needs for 20 years and designate sufficient land in our planning documents to accommodate residential growth for 10 years”. The acceptance of certain underground and water City services in the Potters Creek Phase 4 Subdivision will allow for future residential growth within our community.

Background:

In September 2014, Potters Creek Developments Inc. entered into a Subdivision Agreement with the City to construct Phase 4 of the Potters Creek Subdivision, as shown on **APPENDIX 1** attached. The underground services acceptance for Potters Creek Subdivision Phase 4 will see the City assume maintenance for items including water pipes, sanitary sewers and storm sewers.

Financial:

All of the work and legal costs arising from the development of this subdivision have been at the Owner's expense.

Conclusion:

The underground and water services have been completed and the work approved by the City. All work is to the City's satisfaction and can now be accepted.

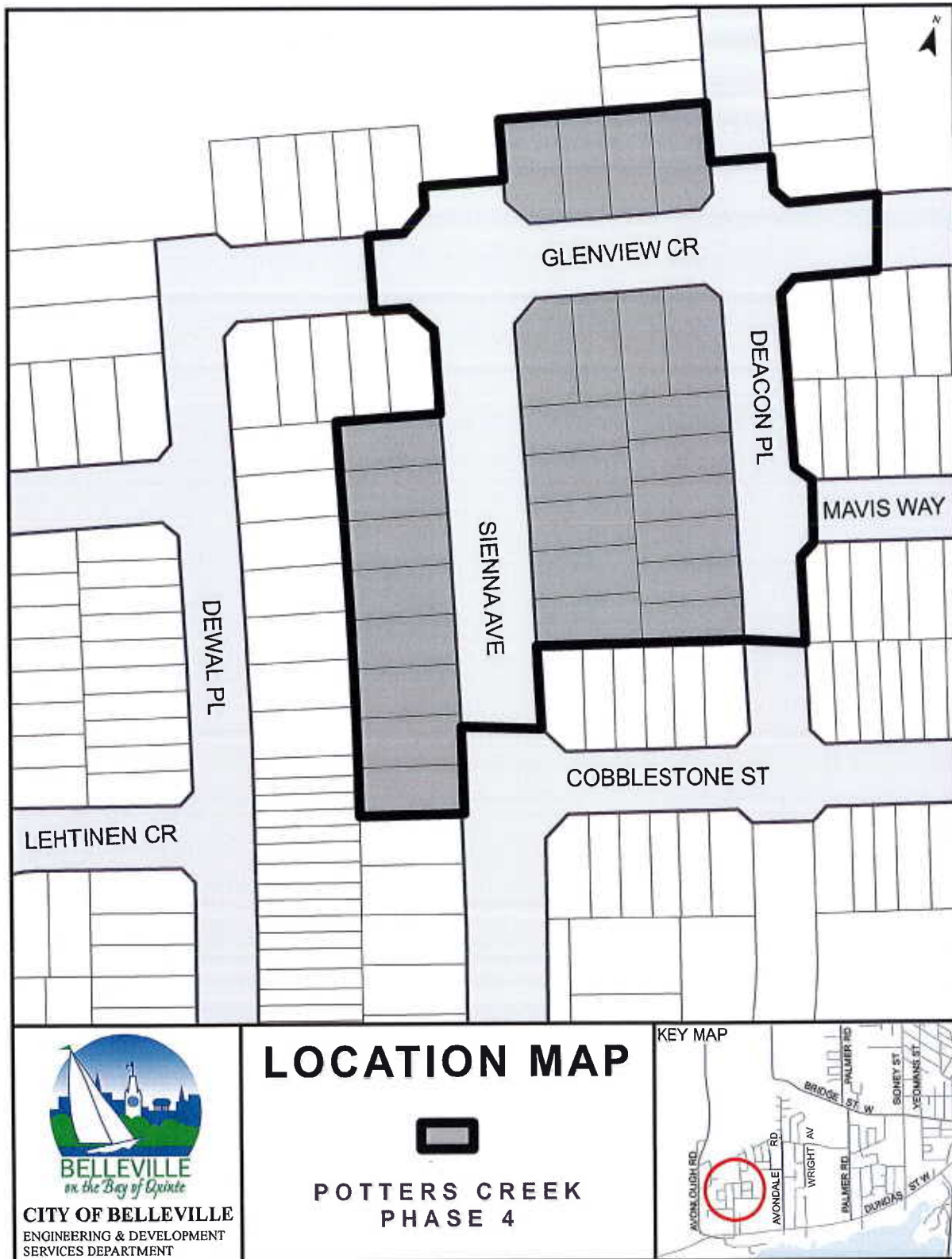
Respectfully submitted.

A handwritten signature in black ink, consisting of a stylized 'J' followed by a long horizontal line.

Jason Pettit
JP/JP

APPENDIX 1

Potters Creek Subdivision – Phase 4





APPROVAL BLOCK	
CAO	<u>AB</u>
DE&DS	<u>SA</u>
MA	<u>P</u>

CITY OF BELLEVILLE
Jason Pettit
Development Technologist
Engineering and Development Services Department
Report No. APS-2020-22
May 11, 2020

To: Mayor and Members of Council

Subject: Acceptance of Underground and Water Services
Potters Creek Subdivision – Phase 5
Owner: Potters Creek Developments Inc.

File: ER-81

Recommendation:

“THAT a by-law to approve and authorize the acceptance of certain underground and water City services in Phase 5 of the Potters Creek Subdivision be prepared for Council’s consideration.”

Strategic Plan Alignment:

The City of Belleville’s Strategic Plan identifies nine strategic themes. The recommendation within this report aligns with two of the City’s strategic themes. The strategic theme “Infrastructure” and the City’s strategic objective to “plan for and invest in new or expanded infrastructure to establish sufficient capacity to provide for growth of our community”, along with “Residential Development” and the City’s strategic objective to “Plan for residential growth to meet our needs for 20 years and designate sufficient land in our planning documents to accommodate residential growth for 10 years”. The acceptance of certain underground and water City services in the Potters Creek Phase 5 Subdivision will allow for future residential growth within our community.

Background:

In February 2016, Potters Creek Developments Inc. entered into a Subdivision Agreement with the City to construct Phase 5 of the Potters Creek Subdivision, as shown on **APPENDIX 1** attached. The underground services acceptance for Potters Creek Subdivision Phase 5 will see the City assume maintenance for items including water pipes, sanitary sewers and storm sewers.

Financial:

All of the work and legal costs arising from the development of this subdivision have been at the Owner's expense.

Conclusion:

The underground and water services have been completed and the work approved by the City. All work is to the City's satisfaction and can now be accepted.

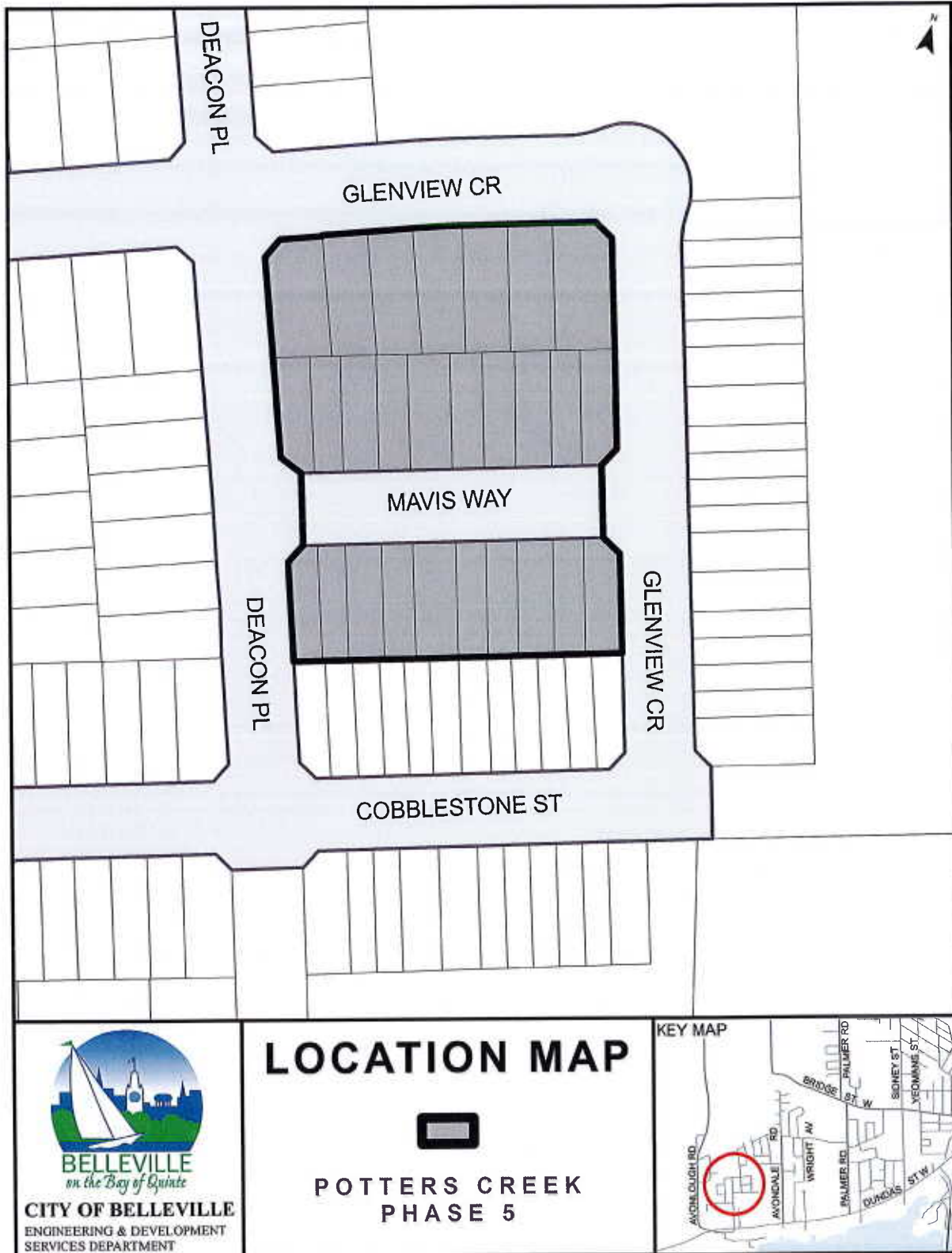
Respectfully submitted.

A handwritten signature in black ink, consisting of a stylized 'J' followed by a horizontal line extending to the right.

Jason Pettit
JP/JP

APPENDIX 1

Potters Creek Subdivision – Phase 5





APPROVAL BLOCK	
CAO	<u>RS</u>
DE&DS	<u>SA</u>
MA	<u>P</u>

CITY OF BELLEVILLE
Jason Pettit
Development Technologist
Engineering and Development Services Department
Report No. APS-2020-23
May 11, 2020

To: Mayor and Members of Council

Subject: Acceptance of Underground and Water Services
Potters Creek Subdivision – Phase 6
Owner: Potters Creek Developments Inc.

File: ER-85

Recommendation:

“THAT a by-law to approve and authorize the acceptance of certain underground and water City services in Phase 6 of the Potters Creek Subdivision be prepared for Council's consideration.”

Strategic Plan Alignment:

The City of Belleville's Strategic Plan identifies nine strategic themes. The recommendation within this report aligns with two of the City's strategic themes. The strategic theme “Infrastructure” and the City's strategic objective to “plan for and invest in new or expanded infrastructure to establish sufficient capacity to provide for growth of our community”, along with “Residential Development” and the City's strategic objective to “Plan for residential growth to meet our needs for 20 years and designate sufficient land in our planning documents to accommodate residential growth for 10 years”. The acceptance of certain underground and water City services in the Potters Creek Phase 6 Subdivision will allow for future residential growth within our community.

Background:

In May 2017, Potters Creek Developments Inc. entered into a Subdivision Agreement with the City to construct Phase 6 of the Potters Creek Subdivision, as shown on **APPENDIX 1** attached. The underground services acceptance for Potters Creek Subdivision Phase 6 will see the City assume maintenance for items including water pipes, sanitary sewers and storm sewers.

Financial:

All of the work and legal costs arising from the development of this subdivision have been at the Owner's expense.

Conclusion:

The underground and water services have been completed and the work approved by the City. All work is to the City's satisfaction and can now be accepted.

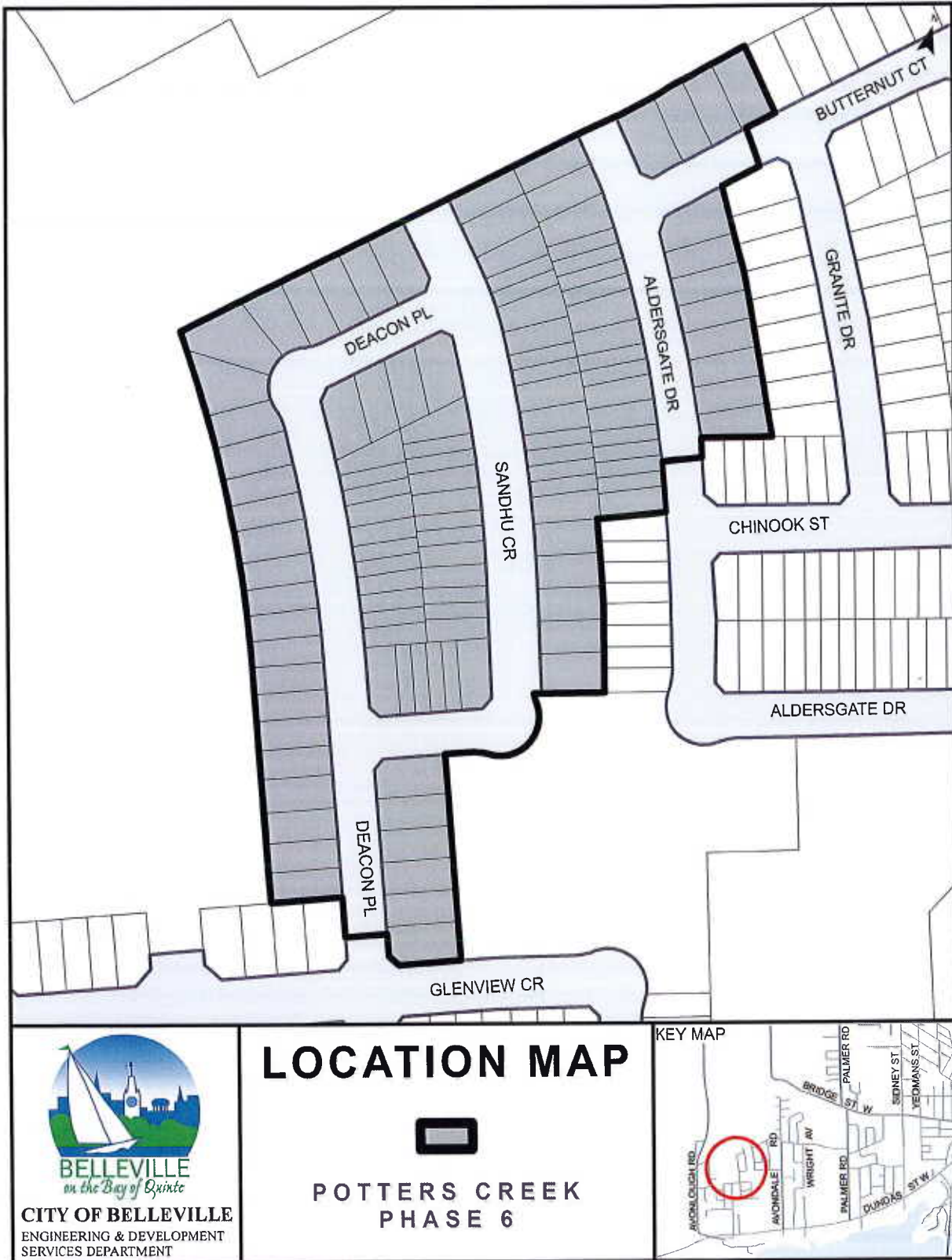
Respectfully submitted.

A handwritten signature in black ink, consisting of a stylized 'J' followed by a long horizontal line.

Jason Pettit
JP/JP

APPENDIX 1

Potters Creek Subdivision – Phase 6





APPROVAL BLOCK	
CAO	<u>RB</u>
DE&DS	<u>SA</u>
MA	<u>[Signature]</u>

CITY OF BELLEVILLE
Jason Pettit
Development Technologist
Engineering and Development Services Department
Report No. APS-2020-24
May 11, 2020

To: Mayor and Members of Council

Subject: Acceptance of Underground and Water Services
Potters Creek Subdivision – Phase West
Owner: Potters Creek Developments Inc.

File: ER-74

Recommendation:

“THAT a by-law to approve and authorize the acceptance of certain underground and water City services in Phase West of the Potters Creek Subdivision be prepared for Council’s consideration.”

Strategic Plan Alignment:

The City of Belleville’s Strategic Plan identifies nine strategic themes. The recommendation within this report aligns with two of the City’s strategic themes. The strategic theme “Infrastructure” and the City’s strategic objective to “plan for and invest in new or expanded infrastructure to establish sufficient capacity to provide for growth of our community”, along with “Residential Development” and the City’s strategic objective to “Plan for residential growth to meet our needs for 20 years and designate sufficient land in our planning documents to accommodate residential growth for 10 years”. The acceptance of certain underground and water City services in the Potters Creek Phase West Subdivision will allow for future residential growth within our community.

Background:

In September 2015, Potters Creek Developments Inc. entered into a Subdivision Agreement with the City to construct Phase West of the Potters Creek Subdivision, as shown on **APPENDIX 1** attached. The underground services acceptance for Potters Creek Subdivision Phase West will see the City assume maintenance for items including water pipes, sanitary sewers and storm sewers.

Financial:

All of the work and legal costs arising from the development of this subdivision have been at the Owner's expense.

Conclusion:

The underground and water services have been completed and the work approved by the City. All work is to the City's satisfaction and can now be accepted.

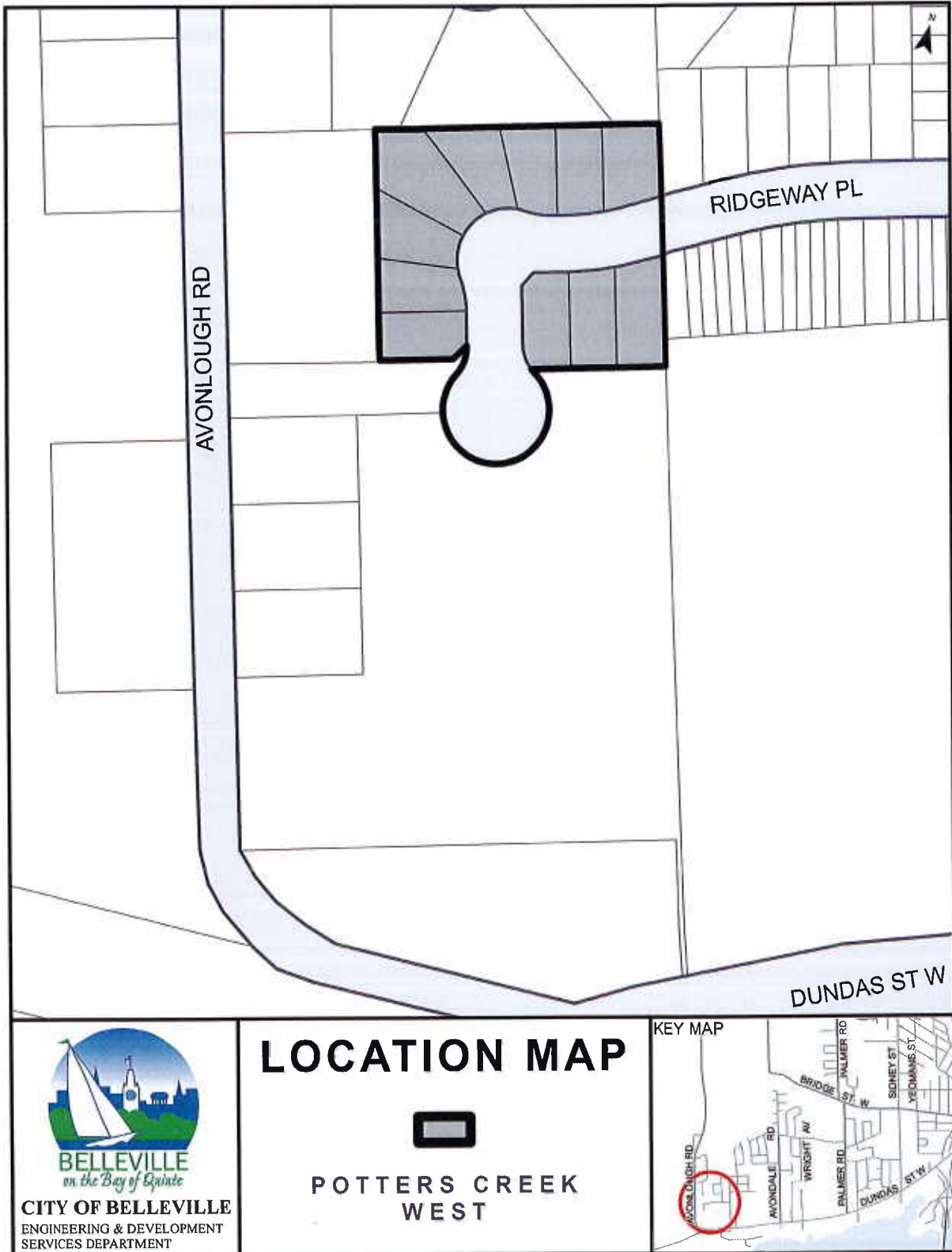
Respectfully submitted.

A handwritten signature in black ink, consisting of a stylized 'J' followed by a long horizontal line.

Jason Pettit
JP/JP

APPENDIX 1

Potters Creek Subdivision – Phase West





APPROVAL BLOCK	
CAO	<u>AB</u>
DE&DS	<u>SA</u>
MA	<u>[Signature]</u>

CITY OF BELLEVILLE
Jason Pettit
Development Technologist
Engineering and Development Services Department
Report No. APS-2020-25
May 11, 2020

To: Mayor and Members of Council

Subject: Acceptance of Underground and Water Services
Heritage Park Subdivision – Phase 6
Owner: GCL Developments Ltd. and Hastings Enterprises Inc.

File: ER-93

Recommendation:

“THAT a by-law to approve and authorize the acceptance of certain underground and water City services in Phase 6 of the Heritage Park Subdivision be prepared for Council’s consideration.”

Strategic Plan Alignment:

The City of Belleville’s Strategic Plan identifies nine strategic themes. The recommendation within this report aligns with two of the City’s strategic themes. The strategic theme “Infrastructure” and the City’s strategic objective to “plan for and invest in new or expanded infrastructure to establish sufficient capacity to provide for growth of our community”, along with “Residential Development” and the City’s strategic objective to “Plan for residential growth to meet our needs for 20 years and designate sufficient land in our planning documents to accommodate residential growth for 10 years”. The acceptance of certain underground and water City services in the Heritage Park Phase 6 Subdivision will allow for future residential growth within our community.

Background:

In October 2018, GCL Developments Ltd. and Hastings Enterprises Inc. entered into a Subdivision Agreement with the City to construct Phase 6 of the Heritage Park Subdivision, as shown on **APPENDIX 1** attached. The underground services acceptance for Heritage Park Subdivision Phase 6 will see the City assume maintenance for items including water pipes, sanitary sewers and storm sewers.

Financial:

All of the work and legal costs arising from the development of this subdivision have been at the Owner's expense.

Conclusion:

All of the underground and water services have been installed for Phase 6 and the work, and required documentation reviewed by City Staff. All work is to the City's satisfaction and can now be formally accepted.

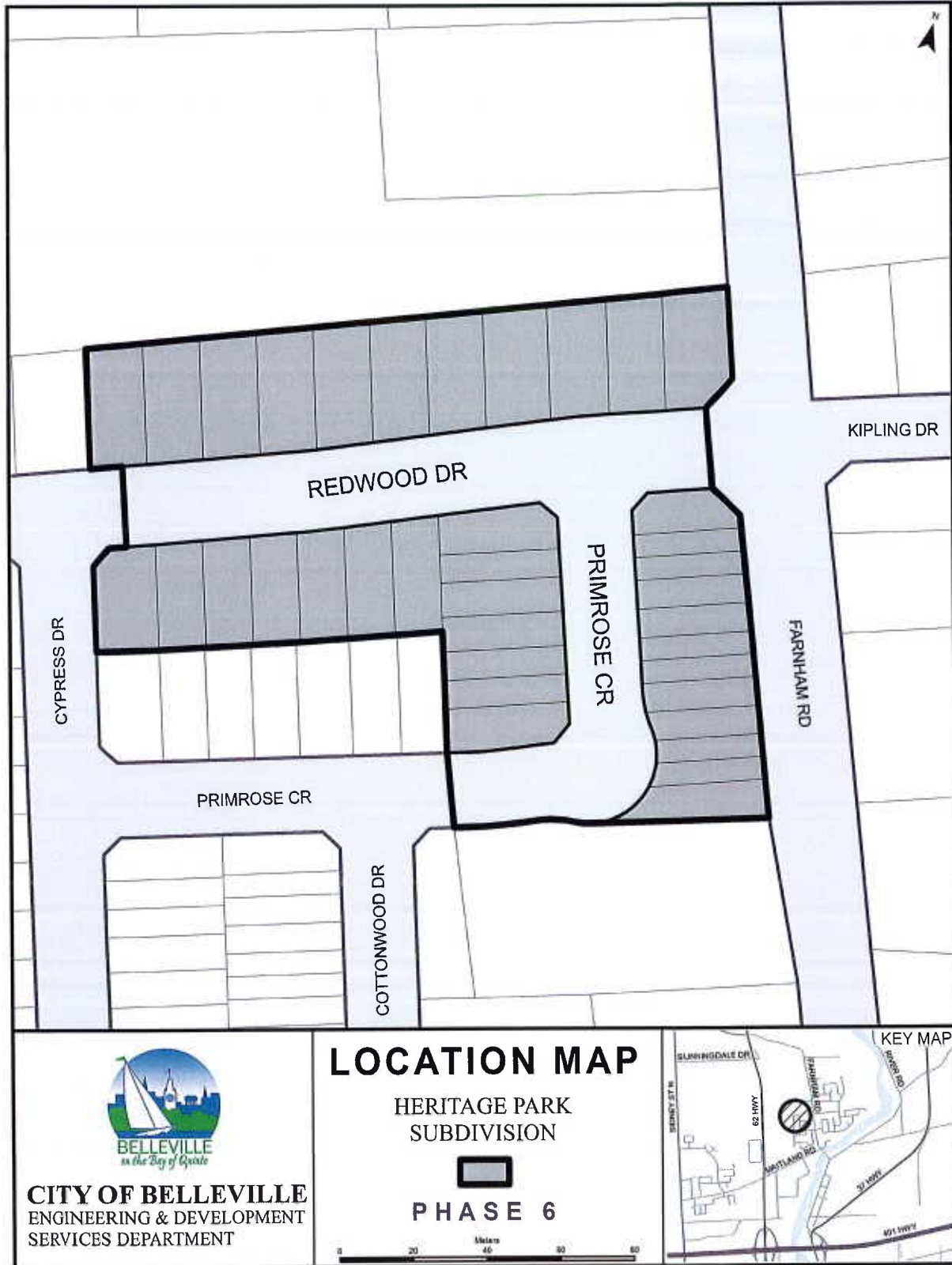
Respectfully submitted.

A handwritten signature in black ink, consisting of a stylized, cursive 'J' followed by a long horizontal line extending to the right.

Jason Pettit
JP/JP

APPENDIX 1

Heritage Park Subdivision – Phase 6





BELLEVILLE
on the Bay of Quinte

CITY OF BELLEVILLE

Greg Pinchin

Manager of Approvals

Engineering & Development Services

Report No. APS-2020-26

May 11, 2020

APPROVAL BLOCK
CAO <u>AB</u>
DE&DS <u>SA</u>

To: Mayor and Members of Council

Subject: Limiting Distance (No-Build) Agreement between The Corporation of the City of Belleville, Integrated Real Estate Platform Inc., and Investment Management Syndicate Ltd.
(2 Dundas Street West, 8 & 12 King Street)

File: B-75-916

Recommendation:

“THAT a by-law to approve and authorize the execution of a Limiting Distance Agreement between The Corporation of the City of Belleville, Integrated Real Estate Platform Inc., and Investment Management Syndicate Ltd. be prepared for Council’s consideration.”

Strategic Plan Alignment:

The City of Belleville’s Strategic Plan identifies nine strategic themes. The recommendation within this report aligns with two of the City’s strategic themes. The strategic theme “Infrastructure” and the City’s strategic objective to “plan for and invest in new or expanded infrastructure to establish sufficient capacity to provide for growth of our community”, along with “Residential Development” and the City’s strategic objective to “Plan for residential growth to meet our needs for 20 years and designate sufficient land in our planning documents to accommodate residential growth for 10 years”. The approval of this Limiting Distance Agreement will allow for the development of residential dwelling units at 2 Dundas Street West.

Background:

The purpose of this report is to authorize the Mayor and Clerk to execute a limiting distance agreement on behalf of the Corporation of the City of Belleville with the Owners of 2 Dundas Street West and 8 & 12 King Street. Such an agreement with the municipality is required under the Ontario Building Code.

The owner of the property at 2 Dundas Street West, Integrated Real Estate Platform Inc. has applied for a building permit to build a 3,772.7 sq. m. 6-storey apartment

building with ground floor commercial. The north exposed face of the proposed building would require a setback to the property line due to the proposed percentage of unprotected openings as per the Ontario Building Code (OBC).

The OBC provides relief from any setback restrictions by allowing for a virtual property line to be established. This requires that the affected owners enter into a limiting distance or otherwise commonly known as a “no-build” agreement with the adjacent owner(s) and the municipality.

Through the agreement, one of the affected owners covenants that no building or structure will be erected or placed on the portion of the property wherein the virtual property line has been shifted upon. This, in essence, allows the other owner to construct a building closer to the actual property line and thus being ‘relieved’ from the requirements of the OBC with respect to how the wall is to be constructed from a fire resistance standpoint.

Integrated Real Estate Platform Inc. (referred in the agreement as ‘Owner’), approached the Building Section with a proposal to enter into a “no-build” agreement which would eliminate the otherwise required opening restriction to enable the building to be shifted to the north limit of the property, as was found to be necessary to maintain a safe distance from overhead electrical wires along Dundas Street West.

As previously mentioned, the OBC (Division B – Articles 9.10.14.2.(4) and (5)) allows for a municipality to enter into a “no-build” agreement with the property owners affected. The agreement will also be registered on the titles of the lands in question.

Investment Management Syndicate Ltd. (referred in the agreement as ‘Adjacent Owner’), is the owner of the property to the north at 8 & 12 King Street. This property has an easement registered over it in favour of the property at 2 Dundas Street West, and is zoned to permit parking for the development at 2 Dundas. As such it is not currently possible to build on the property to the north anyway. Entering into a “no-build agreement” with the Owner and the adjacent property owner is considered a feasible option. This would result in the elimination of the percentage of unprotected opening restriction and/or fire resistance rating of the north exposed building face of the proposed building.

The Building Section has advised through their site plan review comments that a limiting distance agreement is necessary, and that they have no objection to this proposal.

A location map identifying the subject properties are included as **ATTACHMENT #1**. A copy of the draft Limiting Distance Agreement is included as **ATTACHMENT #2**.

Financial:

All of the costs arising from this request have been at the Owner’s expense.

Conclusion:

The execution of a limiting distance agreement between the owner of 8 & 12 King Street, 2 Dundas Street West, and the City is required by the Ontario Building Code because the owner wishes to develop the property at 2 Dundas Street West while providing for wall openings (windows) on the north wall while constructing adjacent to the property line. Building Staff is satisfied with the content of the attached draft Limiting Distance Agreement. The agreement has been reviewed by the City's Solicitor and complies with the requirements of the Ontario Building Code. Staff recommends approval of a by-law to authorize the Mayor and Clerk to enter into this Agreement on behalf of the City.

Respectfully submitted.



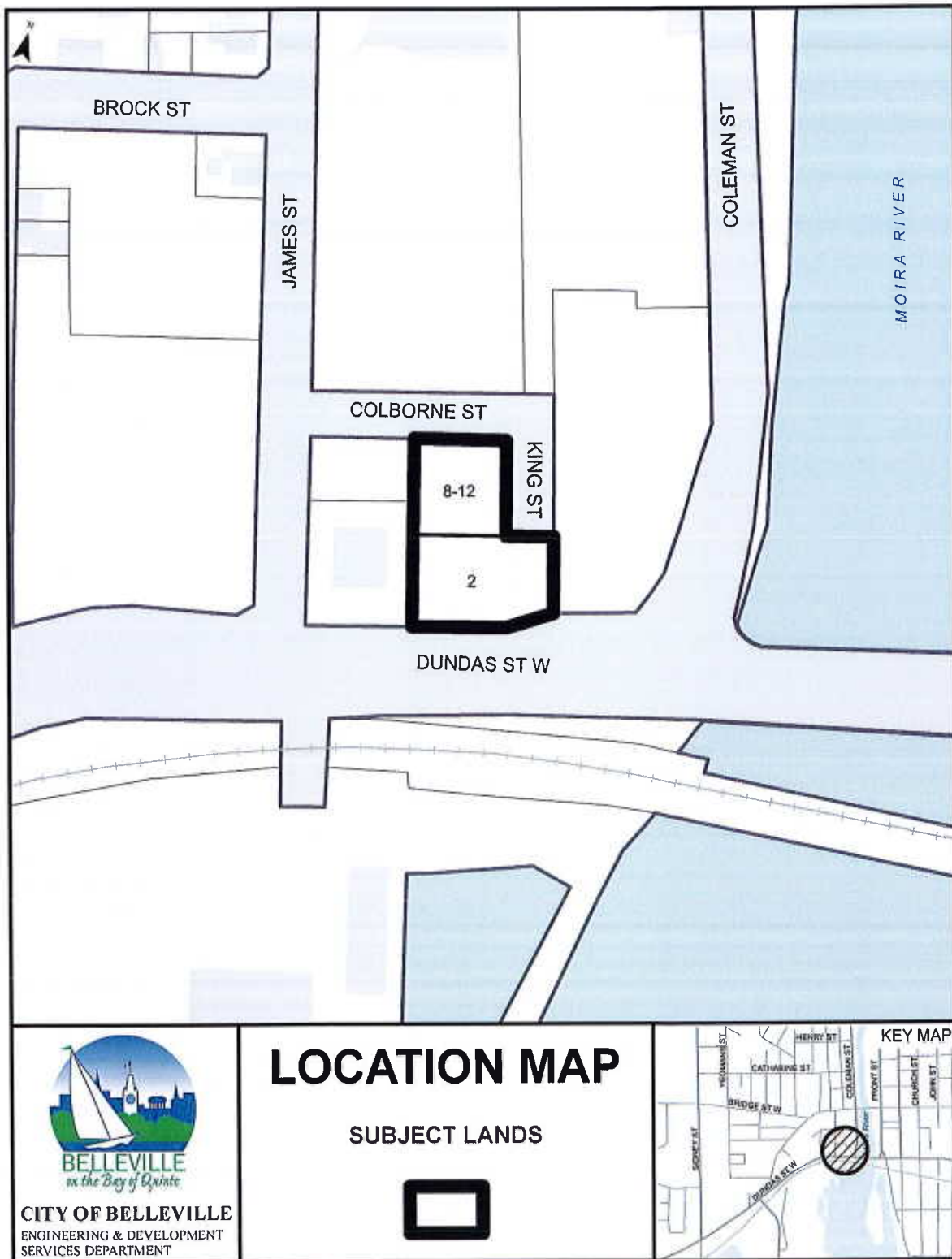
Greg Pinchin

Attachments:

- Attachment #1 – Location Map of 2 Dundas St W and 8 & 12 King Street
- Attachment #2 – Limiting Distance Agreement

ATTACHMENT #1

Location Map of 2 Dundas Street West and 8 & 12 King Street



ATTACHMENT #2

LIMITING DISTANCE AGREEMENT

THIS AGREEMENT is made the ____th day of May 2020

B E T W E E N:

INVESTMENT MANAGEMENT SYNDICATE LTD.

(the "Encumbered Owner")

- And -

INTEGRATED REAL ESTATE INVESTMENT PLATFORM INC.

(the "Benefitting Owner")

- And -

THE CORPORATION OF THE CITY OF BELLEVILLE

(the "Municipality")

WHEREAS:

- A. The Encumbered Owner is the registered owner of the lands municipally known as 8 and 12 King Street in the City of Belleville and legally described in Schedule "A" attached hereto (herein the "Encumbered Lands")
- B. The Benefitting Owner is the registered owner of the lands municipally known as 2 Dundas Street in the City of Belleville and legally described in Schedule "B" attached hereto (herein the "Benefitting Lands");
- C. The Benefitting Owner is constructing or has constructed on the Benefitting Lands a building ("the Building") abutting the south property line of the Encumbered Lands;
- D. There are or will be certain unprotected openings (as defined in O. Reg 332/12 (the "Building Code")) on the north walls of the Building;

- E. [Section 3.2.3.1 / 9.10.14.2 / 9.10.15.2] of Division B of the Building Code requires specified limiting distance (as defined in the Building Code) from the face of a building with unprotected openings or an exposing building face;
- F. The Encumbered Owner has agreed with the Benefitting Owner that no building, (as defined in the Building Code Act, 1992, S.O. 1992, Chapter 23) nor any addition will be constructed within the Limiting Distance Area within the Encumbered Lands;
- G. The Encumbered Owner has agreed with the Benefitting Owner (the "Parties") to enter into this agreement pursuant to Sentence 3.2.3.1(11) / 9.10.14.2(4) / 9.10.15.2(4) of the Building Code (the "Agreement")

NOW THEREFORE IN CONSIDERATION of the sum of One (\$1.00) Dollar paid by each of the parties to the others, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

DEFINITIONS

1. The following words and terms shall have the following meanings in this Agreement:
 - a. "Agreement" means this agreement made between the Encumbered Owner, the Benefitting Owner and the Municipality pursuant to Sentence 3.2.3.1(11) / 9.10.14.2(4) / 9.10.15.2(4) of the *Building Code*;
 - b. "Benefitting Lands" has the meaning set out in Recital B, above;
 - c. "Benefitting Owner" has the meaning set out in Recital B, above;
 - d. "Benefitting Property Line" means that portion of the northerly limit of the Benefitting Lands being the north limit of Part 1 21R24501.
 - e. "the Building" has the meaning set out in Recital C, above;
 - f. "Building Code" means O. Reg 332/12 made under the Building Code Act, 1992, c.23, as amended;
 - g. "Encumbered Land" has the meaning set out in Recital "A", above;
 - h. "Limiting Distance Area" means the area between the Benefitting Property Line and the Limiting Distance Line , shown as shaded on plan attached hereto as Schedule "C", being an area with having a width of 4.00 metres by a length of approximately 29.71 metres containing a total site area of approximately 118.84 square metres;
 - i. "Limiting Distance Line" is that line illustrated on the Plan attached as Schedule 'C' which line is 4.00 metres north of the Benefitting Property Line.
 - j. "Municipality" means The Corporation of the City of Belleville;
 - k. "Parties" means the Encumbered Owner and the Benefitting Owner; and "Party" means one of them.

RESTRICTION

2. The Encumbered Owner hereby covenants and agrees, for the benefit of the Benefitting Lands, that the Encumbered Owner and its successors and assigns shall not construct, or cause or permit to be constructed, a building, addition or other structure above-grade on the Encumbered Lands within the Limiting Distance Area.

CALCULATION OF LIMITING DISTANCE

3. The Encumbered Owner hereby covenants and agrees with the Benefitting Owner that any building, addition or other structure hereafter constructed on the Encumbered Lands will use the Limiting Distance Line to calculate its limiting distance and determine the permitted area of unprotected openings (as such terms are defined in the "Building Code")

RESTRICTION OF AGREEMENT

4. This Agreement shall be registered against the title of the Encumbered Lands and the Benefitting Lands.

POSTPONEMENT

5. The Benefitting Owner agrees to procure, provide to the Municipality; and to register any postponement or subordination agreement or agreements which the Municipality considers necessary to ensure that this Agreement shall have priority over any other interest, other than the fee simple interest in the Encumbered Lands and the Benefitting Lands.

BURDEN RUNNING WITH THE LANDS

6. The burden of this Agreement shall run with the Encumbered Lands and the benefit hereof shall run with the Benefitting Lands.

NO AMENDMENT OR DELETION WITHOUT MUNICIPAL CONSENT

7. This Agreement shall not be amended or deleted from the title of either the Encumbered Lands or the Benefitting Lands without the consent of the Municipality.

COSTS

8. The Benefitting Owner agrees that it shall be responsible for the payment of all costs and Fees related to the preparation of and the registration of this

Agreement and of all releases, discharges, quit claims, or postponements of any interest as may be necessary to ensure that this Agreement shall have priority over any other interest, other than the fee simple interest in the Encumbered Lands and the Benefitting Lands.

INDEMNIFICATION OF MUNICIPALITY

9. The Benefitting Owner and the Encumbered Owner hereby jointly and severally covenant and agree that they shall well and truly save, defend and keep harmless and fully indemnify the Municipality and each of its elected officials, officers, employees and agents of, from and against all manner of actions, suits, claims, executions and demands which may be brought against or made upon the Municipality, its elected officials, officers, employees and agents or any of them and by reason of, or on account of, or in consequence of the entering into of this Agreement and will pay to the Municipality and to each such elected official, officer, employee or agent on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the Municipality or by any of its elected officials, officers, employees and agents in consequence of any such action, suit, claim, lien, execution or demand.

SURVIVAL BEYOND TERMINATION

10. The obligations of the Benefitting Owner and Encumbered Owner to indemnify and release the Municipality under the provisions of this Agreement shall survive any termination or release in whole or part of this Agreement, notwithstanding anything in this Agreement to the contrary.

TITLE OPINION

11. The Benefitting Owner shall provide to the Municipality, immediately following registration of this Agreement, a final title opinion, in a form satisfactory to the Municipality, from the Benefitting Owner's solicitor, confirming that this Agreement has priority over any other interest in the Encumbered Lands and the Benefitting Lands.

MUNICIPALITY NOT BOUND

12. Notwithstanding anything in this Agreement to the contrary, in the event that the Municipality acquires any part of Encumbered Lands and the Benefitting Lands for any municipal purpose, including road widenings, or for the purposes of any of its boards, commissions, committees, authorities or agencies, the Municipality shall not be bound by this Agreement with any of the obligations of the Encumbered Owner or the Benefitting Owner.

NOTICE

13. Any notice, documents or instrument required by the Agreement shall be given by registered mail, courier, facsimile transmission or personal delivery to:

(a) The Encumbered Owner

1516 Bunsden Avenue, Mississauga Ontario L5H 2B4

Attention: Mohammad Shahid

Fax No.: _____

(b) The Benefitting Owner

1516 Bunsden Avenue, Mississauga Ontario L5H 2B4

Attention: Mohammad Shahid

Fax No.: _____

(c) Municipality

169 Front Street, Belleville, Ontario K8N 2Y8

Attention: Matt MacDonald, Clerk

Fax No.: _____

Or to such other address or facsimile number as may be designated by notice in writing given by any Party or the Municipality to the others. Any communication shall be conclusively deemed to have been delivered: (i) on the day it is delivered by personal delivery; (ii) on the third business day next following the day of mailing by prepaid registered mail; and (iii) on the next business day after the day on which it is sent by facsimile.

COMMENCEMENT

14. This agreement shall commence on the date of execution and delivery hereof by the Parties but shall only be effective to satisfy the requirements of the *Building Code Act, 1992* upon registration at the Land Titles Office.

TERMINATION ON EXPIRATION

15. This Agreement shall expire and be of no further force and effect upon the date of complete and intentional demolition of the Building. For purposes of clarity, it is understood and agreed that if the Building is damaged or destroyed by fire or other peril, this Agreement shall not expire if the Benefitting Owner gives written notice to the Encumbered Owner that it intends to construct a building, in place of the Building, having similar dimensions.

RELEASE

16. In the event of a complete and intentional demolition of the Building, the registration against the title to the Encumbered Lands of a release signed by the then current owner of the Benefitting Lands shall constitute evidence of the expiry of this Agreement and shall be a good and sufficient release hereof.

SUCCESSORS AND ASSIGNS

17. This Agreement shall be binding upon and ensure to the benefit of the Parties hereto and their respective successors and assigns.

COUNTERPARTS

18. This Agreement may be executed and shall be valid and binding when executed in one or more counterparts.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**INVESTMENT MANAGEMENT
SYNDICATE LTD.**

PER: _____

Name: Shahid Mohammad

Title: President

Per:

PER: _____

Name:

Title:

Per:

*We have the authority to bind the
corporation.*

**INTEGRATED REAL ESTATE
INVESTMENT PLATFORM INC.**

PER: _____

Name: Shahid Mohammad

Title: President

Per:

PER: _____

Name:

Title:

Per:

*We have the authority to bind the
corporation.*

**THE CORPORATION OF THE CITY OF
BELLEVILLE**

PER: _____

Name: Mitch Panciuk

Title: Mayor

PER: _____

Name: Matt MacDonald

Title: City Clerk

We have the authority to bind the corporation.

SCHEDULE "A"
ENCUMBERED LANDS

LT 9 W/S KING ST PL 14 THURLOW; BELLEVILLE; COUNTY OF HASTINGS BEING PIN:
40476-0013 (LT).

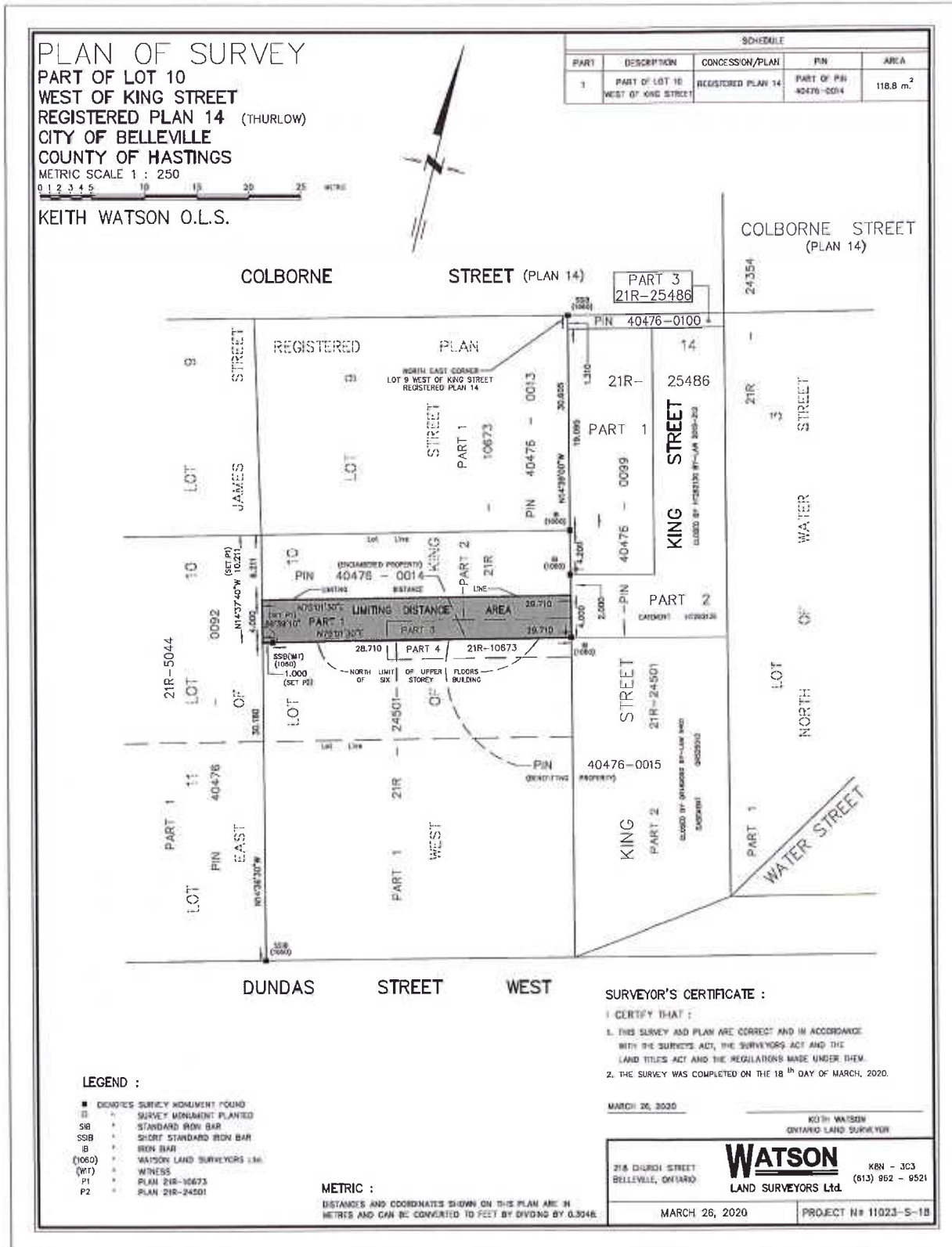
PT LT 10 W/S KING ST PL 14 THURLOW PART 2-3, 21R10673; BELLEVILLE; COUNTY OF
HASTINGS BEING PIN: 40476-0014.

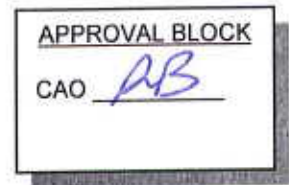
SCHEDULE "B"
BENEFITTING LANDS

LT 11 W/S KING ST PL 14 THURLOW; PT LT 10 W/S KING ST PL 14 THURLOW; PT KING ST PL 14 THURLOW CLOSED BY QR189060; AS IN QR526012; S/T QR526012; BELLEVILLE; COUNTY OF HASTINGS; BEING PIN 40476-0015 (LT).

PART OF KING ST. PL 14, THURLOW; BELLEVILLE; COUNTY OF HASTINGS; PARTS 1 & 2, 21R25486 (A SPLIT) BEING PART OF PIN 40476-0016 (LT)

SCHEDULE "C"
LIMITING DISTANCE AREA





CITY OF BELLEVILLE
Joseph Reid, General Manager
Transportation and Operations Services
Report No. GMTOS-2020-14
May 11, 2020

To: Mayor and Members of Council

Subject: Parks and Open Space By-law

Recommendation:

“THAT By-law Number 2020-28, a by-law to regulate Parks and Open Spaces within the corporate limits of the City of Belleville, proceed to second and third readings.”

Strategic Plan Alignment:

The City of Belleville’s Strategic Plan identifies nine strategic themes. This report aligns with the “Culture and Recreation” strategic theme to “Plan and develop a parks system with facilities and services that promote health and wellness and address the needs of an aging population and our youth”.

Background:

The new Parks and Open Space By-law will provide guidelines and a balanced approach to ensuring shared public use and enjoyment of our public parks, while also protecting the natural environment. The draft by-law was developed with input from City departments and through consultation with the City Solicitor.

Pursuant to report no. GMTOS-2020-04, Council passed a first reading of the by-law January 27, 2020, to allow for public input. Staff received comments and concerns through mid-March.

Financial/Analysis:

In an effort to maximize public input the City’s communications team broadcasted this information via the City’s various social media channels and through the City’s website. In total there were 141 comments received during the public consultation process, including a submission from Hastings and Prince Edward Health Unit.

On April 30, 2020, management held a meeting with our solicitor to address concerns raised through the consultation process. The following are the areas of comments from the public and the agreed recommendations:

- 2.5 Injury and Damage ~ there were 12 that disagreed.
 - From a liability and hazard standpoint, this provision should stay as written.
- 2.11 Drugs ~ 3 responses that agreed and 2 that disagreed.
 - This provision should stay as written.
- 2.13 Organized Gatherings and Picnics ~17 responses disagreed to the provision, along with the comment "*Increase the number of people before permit, contrary to the charter of rights and freedoms*".
 - Amend to 25 people before a permit is required.
- 2.15 Tents and structures ~ 8 responses disagreed with this provision
 - This provision should stay as written; this has been a significant issue in parks.
- 2.17 Use of Washrooms and Change Rooms ~ 9 responses disagreed with this provision, including the comment "*Age should be increased*".
 - This provision should stay as written; there is no legislated age requirement.
- 2.19 Fishing ~ Recommend change to post where you can't fish.
 - Agree and amend
- 2.21 Model Aircraft, Drone, Rockets and Kits ~ 5 responses, 1 in agreement and 4 disagreed with the provision; including the following comment "*powered model aircraft should be excluded in (i) and entered in (ii)*".
 - This provision should stay as written. There are hazards such as overhead wires that must be considered and this activity should be controlled through permissions and permits.
- 2.24 Skiing, Tobogganing and Sledding ~ 14 responses against the provision; including the comment "*use at own risk*".
 - This provision should be left as written based on previous litigations against the City. There are designated areas set up with proper crash areas and clear zones to ensure safety of users.
- 2.25 Roller Skates and Skate Boards ~ 12 responses received
 - The provision should be amended to be in-line with the fishing provision; post only where prohibited.
- 2.27 Other activities ~ 8 responses against the provisions; including "*Loitering – isn't that what parks are for?*", "*How long is considered loitering?*" and "*Define loitering?*"
 - "Loiter" is contained within Section 1 definitions; the provision should stay as written.

The by-law was revised in order to address resident concerns, and is consistent with other municipal parks by-laws and protects the City's liabilities long-term.

Conclusion:

It is recommended that the Parks and Open Space By-law Number 2020-28, as revised, proceed for a second and third reading.

Respectfully Submitted,



Joseph Reid
General Manager



APPROVAL BLOCK	
CAO	<u>RB</u>
FD	<u>7/11</u>

CITY OF BELLEVILLE
Paul Patry, Deputy Fire Chief
Fire and Emergency Services
Report No. FES 2020- 03
May 11, 2020

To: Mayor and Members of Council

Subject: Information Report 2019-2020 Overnight Warming Center

Recommendation:

"THAT Council receives this information report regarding the activities as relating to the operation of the Overnight Warming Center for the operational period of December 1, 2019 to April 15, 2020"

Strategic Plan Alignment:

This report aligns with the Council's strategic objective Community Health, Safety and Security by supporting the establishment of an emergency warming center for the public through responsive emergency and protective services with strong emphasis on prevention and preparedness to respond to emergencies.

Background:

In fall of 2019 Fire & Emergency Services through Emergency Management was directed to facilitate the operation of an Overnight Warming Center for those citizens requiring a safe warm place to get out of the environmental elements as outlined in Council Report FES 2019-08.

The operations of the Overnight Warming Center (OWC) as directed to operate for an operational period of December 1, 2019 to April 15, 2020. The OWC was proposed to operate when climatic conditions were greater than minus fifteen degrees Celsius (-15 C) or minus Twenty degrees Celsius (-20 C) including the wind-chill factor or during other periods of harsh climatic conditions. The center operated in the downtown core from 20:00 hours to 08:00 hours on any day that the temperature threshold was met or as directed by senior municipal leaders.

As a result of the above noted conditions approved by council on November 12, 2019 the Overnight Warming Center was activated a total of 24 times until it was suspended as a result of COVID19 protective measures. Activations occurred from November 15, 2019 to February 29, 2020.

The Overnight Warming Center was host to a total of 559 client visits. It is important to note that a client visit was defined from when they entered the OWC and signed in until they left the OWC. On some occasions this was noted to be the same person staying and leaving the Warming Center within a single activation period.

The average activation resulted in twenty-three (23) persons utilizing the shelter per activation with the majority of users staying for a period in excess of six (6) hours.

Persons that chose to use the Overnight Warming Center were Seventy-Eight percent (78%) male followed by Seventeen percent (17%) female and an additional Five percent (5 %) unknown due to incomplete information being collected at sign in.

Summary:

The overnight warming center was activated as a result of the approved condition Twenty-Four (24) times during the above noted operational period to support those in need.

Financial:

During the 2019 - 2020 operational period the following costs were realized: \$21,128.44 It is important to note that the cost of the operation of the OWC fell within the approved funds budgeted by council on November 12, 2019.

The vast majority of the costs incurred were as a result of overnight security which was used as a hosting agent for the operation of the Overnight Warming Center within a community partner's location. Additional costs incurred are inclusive for the associated cleaning of the facility and the complimentary coffee that was available for clients and support staff.

Conclusion:

This report is for information purposes only.

Respectfully submitted,



Paul Patry, Deputy Fire Chief
Belleville Fire and Emergency Services



CITY OF BELLEVILLE

Payment Enclosed
Written request for waiver
of fees enclosed

APPLICATION FOR TEMPORARY NOISE PERMIT

Pursuant to City of Belleville Noise By-Law 2011-180

Fees required to be filed with the Application:

Non-refundable Application Fee: \$75.00

Refundable Permit fee: \$150.00 (refundable if application is not approved)

Applicant Information (Please print)

Applicant Name: MEYER'S PIER PATIO & BBQ INC.

Applicant address: 1 SOUTH FRONT ST.

Email Address: GREGANNESLEY@GMAIL.COM

Phone Home: 613 962 4128 Business: 613 968 9494 Cell: 613 848 7176

Name of Supervisor of Event or Activity:
(must be onsite during event or activity) SUE RUSSELL

Phone Home: Business: Cell: 613 847-7152

Address/Location of Event/Activity: 1 SOUTH FRONT ST. BELLEVILLE

Event Information

Site Plan Included: YES NO Park Permit: YES NO

Contact Name: GREG ANNESLEY No. Persons Attending: 126

Type of Event: LIVE ENTERTAINMENT MUSIC

Date(s)/Duration of Event/Activity: SEE ATTACHED Time of Event/Activity: 7PM - 11PM

Reason for Application: TO ALLOW A REASONABLE LEVEL OF SOUND FROM
LIVE MUSIC TO SUPPORT THE BUSINESS OPERATION.

Description of the source of the sound for which exemption is requested:
(This will determine whether exemption will be granted; attach additional information if necessary). AMPLIFIED LIVE MUSIC

Signature of Applicant:  Date: MARCH 23/20

Personal information contained on this form is collected under the authority of the Municipal Act and will be used to consider your application only. Questions about this collection should be directed to the Corporate Services Department at the City of Belleville located at 169 Front Street, Belleville Ontario K8N 2Y8 Tel: 613-968-6481

Office Use Only

Date/Time Application received:

Date Approved: Date Refused:

The permission granted is for the dates and times of the event or activity as set out above.

Other Conditions Required:

Failure to comply with the above conditions may result in the Temporary Noise Permit being revoked.

Signature of City Official: Date:



Location: 1 South Front Street
Belleville, Ontario
Mailing Address:
32 South Front Street
Belleville, Ontario K8N 2Y3
Office Tel: 613-779-6753

April 14th, 2020

Dear Mayor Panciuk and Members of City Council,

Re: Application for a Temporary Noise Permit – Meyer’s Pier Patio and BBQ

Thank you for your careful consideration of my application for a Temporary Noise Permit. As you are likely aware, our businesses are located in Belleville on the Bay of Quinte as we operate the Boathouse Seafood Restaurant and The Pier Patio Bar & Grill.

We have had several challenging events in recent years. In 2017 and 2019 we had flooding issues that had a negative impact on the Pier business. Now, of course we have the Pandemic of 2020 and we still face flooding issues this year.

Live music is a much needed component of the Pier experience and our business model. The City of Belleville and the community have heavily supported Arts and Culture including live music. We have many live entertainment events held throughout the year including Empire Music Festival, Concerts on the Bay and Porchfest Belleville just to name a few.

Our application for a Temporary Noise Permit comes with a respect and understanding that we must and will work with our neighbours in the vicinity of our operation. For the first 6 years we never received a complaint about noise. Two years ago, we received a few complaints from a new resident who moved into the Anchorage. Last year with much surprise before we opened, we were told by the Belleville Police that we needed a ‘Noise Permit’ to continue with live entertainment.

We had an overwhelming response from the community in supporting the continuance of live entertainment at the Pier. I received many letters and emails and I know many City Councillors were contacted directly as well. Many of these supporters even showed up at the council meeting to show support.

With our immediate community in mind we started looking for solutions to this issue. We added some sound baffles and turned the stage to face south as opposed to north, facing the Anchorage. I believe this greatly helped reduce the noise and the complaints. In fact, the one neighbour who found this to be most bothersome attended a live performance at the Pier when we had a 50’s and 60’s band playing.

This year with the approval of a long-term lease from the City we will once again invest in additional sound reducing measures. We will be hanging additional sound baffles from the ceiling. We are

looking at creating a blind or drapery system behind the music and softening areas with panels, décor and flooring. These additional features will add a reduction to any bothersome noise.

Within the application we are asking for exemption for specific times and dates, every Friday and Saturday night 7pm until 11pm (and the odd Sunday) through until the end of the season. This season would start Friday May 22nd, 2020 or when we are able to open do to Coviv-19, and end Sept 27th, 2020. Performances would start at 7pm and end at 11pm.

Greg Annesley

President

Meyer's Pier Patio & BBQ Inc.