



Bruce County Housing Corporation Agenda

Thursday, June 15, 2017
Council Chambers
County Administration Centre, Walkerton

1. Declaration of Pecuniary Interest
2. Approval of Minutes - June 1, 2017 (attached)
3. Action Items
 - A. Renewal of Transfer Easement Agreement between Bruce County Housing Corporation and Skyline Retail Real Estate Holdings Inc. (attached)
4. Next Meeting

July 6, 2017
5. Adjournment



Bruce County Housing Corporation Minutes

June 1, 2017
1:23 p.m.
Council Chambers
Walkerton, Ontario

Present: Warden Mitch Twolan, Acting Chair
Councillors Robert Buckle, Paul Eagleson, David Inglis, Janice Jackson,
Milt McIver and Mike Smith

Staff: Kelley Coulter, Chief Administrative Officer
Darlene Batte, Deputy Clerk
Christine MacDonald, Director of Social Services and Housing

Regrets: Councillor Anne Eadie

1. Pecuniary Interest

There were no declarations of pecuniary interest.

2. Minutes

Moved by Councillor Janice Jackson
Seconded by Councillor Robert Buckle

That the minutes of the April 6, 2017 meeting of the Bruce County Housing Corporation be adopted as circulated.

Carried

3. Information Items

A. 1st Quarter 2017 - Arrears Report

The 1st Quarter 2017 Arrears Report was received for information.

4. Next Meeting

The next meeting of the Bruce County Housing Corporation will take place on Thursday, July 6, 2017 in the Township of Huron-Kinloss Council Chambers, Ripley, Ontario.

5. Adjournment

Moved by Councillor Mike Smith
Seconded by Councillor Paul Eagleson

That the meeting of the Bruce County Housing Corporation adjourn at 1:44 p.m.

Carried

Warden Mitch Twolan, Acting Chair
Social Services and Housing Committee



Corporation of the County of Bruce
Bruce County Housing Corporation

Board Report

To: Warden Mitch Twolan
Members of Bruce County Housing Corporation

From: Christine MacDonald
Director of Social Services and Housing

Date: June 15, 2017

Re: Renewal of Transfer Easement Agreement between Bruce County Housing Corporation and Skyline Retail Real Estate Holdings Inc.

Recommendation:

That Bruce County Housing Corporation (BCHC) is granted approval to enter into a Transfer of Easement Agreement with Skyline Retail Real Estate Holdings Inc. (SRREHI) for the county owned property located at 539 Ivings Dr. Port Elgin ON.; and,

That Housing Facilities Manager is granted approval to sign the Transfer of Easement agreement and any documentation necessary to effect the registration of the said Transfer of Easement in the Bruce County Land Registry Office (LRO#3).

Background:

Port Elgin Rotary Non-Profit Accommodations had entered into a twenty-year easement agreement with (SRREHI) in 1997. In 2015, BCHC was approached by (SRREHI) with a request to renew this easement allowing their property to continue utilizing our storm water management system in order to provide drainage of their adjacent lands.

In late 2015 BCHC contracted the consulting services of a civil engineering firm. A study was undertaken to determine what the physical limitations are to the existing storm water drainage system and also to provide recommendations to mitigate risks to BCHC owned property.



Corporation of the County of Bruce
Bruce County Housing Corporation

Consultations with the county's solicitor have been ongoing since 2015. Our solicitor has now been successful in negotiating an agreement that will provide better protection for 539 Ivings Dr. Port Elgin than the original agreement signed in 1997. The new agreement if approved will remain in force for ten years.

Financial/Staffing/Legal/IT Considerations:

(SRREHI) has agreed to reimburse BCHC all legal, court, and engineering costs associated in making the decision to enter into this easement agreement. There are no staffing or IT considerations associated with this report.

Interdepartmental Consultation:

Staff consulted with the Planning and Development Department regarding the easement.

Link to Strategic Goals and Elements:

There are no specific links to the strategic goals and elements.

Written by Tony Ban, Housing Facilities Manager

Approved by:

A handwritten signature in black ink, appearing to read 'Kelley Coulter', is written over a light blue horizontal line.

Kelley Coulter

Chief Administrative Officer

TRANSFER EASEMENT

BETWEEN

BRUCE COUNTY HOUSING CORPORATION

(hereinafter called the "Transferor")

and

SKYLINE RETAIL REAL ESTATE HOLDINGS INC.

(hereinafter called the "Transferee")

WHEREAS the Transferor is the owner in fee simple of those lands and premises more particularly described as PT PARKLT 1-2 PL 111 PT 4, 7 & 8, 3R1446; S/T R325750; S/T R292924, R300989; SAUGEEN SHORES; being all of PIN 33273-0546 (LT) ("Transferor's lands");

AND WHEREAS the Transferee is the owner of PT PARKLT 2 PL 111 PT 5, 6 & 9, 3R1446; T/W R325750; TOWN OF SAUGEEN SHORES, being all of PIN 33273-0547 (LT) (the "dominant lands");

AND WHEREAS for the purposes of proper drainage of storm waters, the Transferee requires a Right and Easement in, over and through that part of the lands of the Transferor more particularly described as PT PARKLT 1-2 PL 111, PT 1 3R-6041 & PT 1 3R-6170; SAUGEEN SHORES (the "servient lands");

NOW THEREFORE in consideration of ONE DOLLAR -----00/100 (\$1.00) of lawful money of Canada now paid by the Transferee to the Transferor, the receipt and sufficiency of which is hereby acknowledged, the Transferor hereby grants, conveys and transfers unto the Transferees, its successors and assigns as appurtenant to the lands described as the servient lands, the free, uninterrupted and unobstructed right and easement on, in, over, under and through the servient lands of the Transferor for a term of ten (10) years, on the following terms and conditions:

1. The Transferee shall have the full, free, unobstructed and uninterrupted right, liberty, privilege, interest and easement for a period of ten (10) years on, over, under and through the servient lands to carry, pass, direct, convey and/or transport storm water ("the easement").
2. The Transferor grants to the Transferee, its agents, workmen, employees, independent contractors and/or servants, at any and all times, to enter on the said servient lands with or without machinery and/or equipment to excavate, dig, clear, clean, remove debris, keep open, lay down pipes and maintain pipes, as is deemed necessary.
3. Notwithstanding paragraph 2 herein, except in the case of an emergency, no excavation of or drilling of the servient lands shall occur without the prior written consent of the Transferor, which consent shall not be unreasonably withheld
4. Any access by the Transferee on the Transferor's land, other than the servient lands, shall be only with the prior written consent of the Transferor.
5. The Transferee shall not deposit fill nor shall it remove existing earth from the servient lands, without the prior written consent of the Transferor, which consent shall not be unreasonably withheld.
6. Without limiting the generality of the foregoing, the Transferor grants to the Transferee the right for the purpose above mentioned to maintain and repair and replace from time to time the storm water system, which may include replacing some or all of the piping and/or part of the apparatus located on the servient lands.

7. The Transferee's use of and/or access to the servient lands is at its own risk and the Transferee releases the Transferor from any and all claims that may arise in the future as a result of the said use of and/or access to the servient lands, except for claims caused by the gross negligence or wilful misconduct of the Transferor.
8. The Transferee shall indemnify and save harmless the Transferor in respect of any and all damage, injury, exposure and/or loss caused to any person and/or property resulting from the use by the Transferee, its agents, workmen, employees, independent contractors, servants, successors, assigns and invitees, of the free and uninterrupted and unobstructed right and easement, except for any such damage, injury, exposure and/or loss caused by the gross negligence or wilful misconduct of the Transferor.
9. Any damage to the Transferor's land caused by the Transferee, its agents, workmen, employees, independent contractors, or servants while exercising the rights contained herein, or as a result of the storm water system, shall be the responsibility of the Transferee.
10. Subject to seasonal and/or weather conditions, the Transferee agrees that it shall, within fifteen (15) days of entry onto the servient lands or as soon as practicable thereafter proceeding diligently, repair/restore the land to substantially the same condition as existed prior to each entry by it, its agents, workmen, employees, independent contractors and/or servants and failing which, the Transferor shall have the right to repair/restore the servient lands and to bill the Transferee the cost of same. The Transferee shall be required to reimburse the Transferor its cost of repair/restoration within thirty (30) days of receipt of an invoice from the Transferor.
11. In the case of an emergency, the Transferor shall notify the Transferee and if the Transferee is unable to attend within a reasonable time, the Transferor shall be permitted to repair the storm water system, and in such a case, the Transferee shall reimburse the Transferor the cost of repair within thirty (30) days of receipt of an invoice from the Transferor.
12. Any attendance by the Transferee, its agents, workmen, employees, independent contractors and/or servants onto the land shall require seventy (72) hours' notice to the Transferor's maintenance department unless in case of an emergency.
13. The Transferee shall hire a qualified contractor to conduct annual inspections of the storm water system located on the dominant lands and on the servient lands. The annual inspection shall include, but not be limited to, opening the manhole and catch basin covers. The Transferee shall submit a written report prepared by the qualified contractor of the results of the inspection to the Transferor within fifteen (15) days of completion of the annual inspection.
14. The Transferee shall hire a qualified contractor to perform annual maintenance of the storm water system on the dominant lands and the servient lands, which shall include, but not be limited to, cleaning the lines when required, all catch basins, manholes and removal of any debris. The Transferee shall submit a written report prepared by the qualified contractor of the results of the annual maintenance and conditions noted to the Transferor within fifteen (15) days of completion of the annual maintenance.
15. The Transferee shall obtain and maintain comprehensive general liability insurance in the minimum amount of Five Million Dollars (\$5,000,000.00), or another amount as agreed upon in writing by the Transferor, with respect to its use of the easement and the storm water system during the full term of this Agreement and any extension thereof, naming the Transferor as an additional insured. The Transferee will provide a binder of insurance evidencing the type of insurance and coverage provided, the amount of the insurance coverage, the location of the coverage, the term of the insurance and that the Transferor is an additional named insured prior to the registration of the Transfer Easement in the Bruce County Land Registry Office and on dates as required by the Transferor.

16. Any costs, including but not limited to, legal fees and disbursements, engineering costs and court costs, incurred by the Transferor in relation to this Transfer Easement, including but not limited to, the negotiation and drafting of the Easement documents, the administration of this Easement, the registration of this Easement and any necessary documentation in the Bruce County Land Registry Office, the enforcement of the terms of this Easement, if necessary, or the Transferor's costs to remedy any breaches of the Transferee, shall be the responsibility of the Transferee and shall be paid by the Transferee to the Transferor within thirty (30) days of receipt of an invoice.
17. Any amounts referred to herein that are not paid within thirty (30) days of receipt of same shall incur interest at a rate of prime plus 2% until paid in full.
18. The Transferor covenants and agrees that, save and except for an existing storage shed and vinyl shed, no building or other structure shall be erected on, over or under the servient lands in such a manner that would interfere with the Transferee's uninterrupted and unobstructed right and easement, as granted herein. The Transferor further covenants and agrees not to commence any construction or excavation on the servient lands without prior written notice to the Transferee.
19. If, at any time, the existing storage shed and/or vinyl shed need to be moved in order for the Transferee to access the servient lands, the Transferee agrees that it shall re-locate the building(s) to another location on the Transferor's land, said re-location shall be with the consent of the Transferor and the new location shall be determined by the Transferor. Any costs associated with relocating the buildings shall be paid for by the Transferee.
20. Except as currently exists, the Transferee agrees that it shall not do anything, nor allow any other person or entity to do anything, including but not limited to, adding onto or connecting to the existing storm water system, which would increase the quantity of storm water which currently exists.
21. If there is a material breach of any of the terms contained herein, and the Transferee has not remedied the breach within thirty (30) days of notice of the breach, subject to inclement weather, or has not diligently attempted to remedy the breach, at the option of the Transferor, acting reasonably, the Transferor may remedy the breach or alternatively this easement shall be terminated and the Transferee shall be required to immediately disconnect from the storm water system. Any costs incurred by the Transferor as a result of the breach or disconnection from the storm water system shall be paid for by the Transferee within thirty (30) days of receipt of the invoice.
22. The parties hereto acknowledge that material breach, as identified in paragraph 21 above, shall include, but shall not be limited to, a failure of the Transferee to perform the obligations contained in paragraphs 13 and 14 herein.
23. The Transferee shall ensure that at all material times any work performed by it on the servient lands shall not interfere with the use and enjoyment of the Transferor's land by the Transferor, its Tenants and invitees and at all times it shall perform the work in a proper and workmanlike manner and ensure that it implements appropriate safety measures, including but not limited to fencing and signage.
24. The Transferor covenants with the Transferee that it has the right to convey the said easement to the Transferee.
25. The Transferee acknowledges that the Transferor is under no obligation to maintain the servient lands or to alter the servient lands from their current condition.
26. Notwithstanding any rule of law or equity, the storm water system and all appurtenances located in, on, under or through the servient lands pursuant to this Transfer Easement shall remain the property of the Transferor.

