

Appendix C – Construction Mitigation Covenants – Minutes of Settlement and Site Plan Agreement

LIST OF CONSTRUCTION MITIGATION COVENANTS FOR SITE PLAN AGREEMENT PURSUANT TO SECTION 41 OF THE PLANNING ACT.

1. The Owners hereby agree to undertake the demolition of the old dwelling and the construction of the new dwelling by way of access to the property from Shoreline Drive until occupancy of the new dwelling and further agree that there shall be no entry for the purposes of the said demolition or construction from the rear of 3194 Shoreline except in the event that something reasonably unforeseeable should occur. This limitation with respect to demolition, construction, and access from Shoreline Drive and not from the rear of 3194 Shoreline Dr. through the Town's Parkland shall include but not be limited to contractors, subcontractors, agents, workers, materials, equipment, and machinery. To that end the Owner hereby agrees that the existing metal fence at the rear of 3194 Shoreline Dr. separating same from the Town's Parkland shall be maintained during said demolition and construction until occupancy with the gate in the said rear fence being locked at all times except in the event that something reasonably unforeseeable should occur. In the event that something reasonably unforeseeable were to occur, the Parties agree that the Owner may request a license from the Town's Director of Parks and Open Space for access from the rear of 3194 Shoreline through the Town's Parkland in order to address the unforeseeable circumstance. The Parties agree that the granting of any such license shall be at the complete discretion of the said Director and such grant may be for such time and on such terms and conditions as the Director deems necessary to address the unforeseen circumstance concerned.
2. The Owners hereby agree that any fences existing on the date of execution of this Agreement between the subject property at 3194 Shoreline and the property at 3190 Shoreline and between 3194 Shoreline and the property at 3196 Shoreline shall be maintained in place in a good state of repair by the Owners of 3194 Shoreline throughout the period of demolition of the old dwelling and construction of the new dwelling until occupancy of the new dwelling. Further the Owners hereby agree that should there be any open unfenced areas between 3194 Shoreline and 3190 Shoreline and between 3194 Shoreline and 3196 Shoreline at the time of the execution of this agreement then temporary fencing shall be put in place by the Owners on the 3194 Shoreline property prior to the commencement of the said demolition and construction and maintained in place in a good state of repair until occupancy of the new dwelling. After occupancy of the new dwelling, the Owners hereby agree to remove all temporary fencing and permanent chain link fencing between 3194 Shoreline and 3190 Shoreline, 3196 Shoreline and the Town Property. The Owners hereby also agree to remove the board fencing on 3194 Shoreline south of the existing board fencing on the boundary between 3194 Shoreline and 3190 Shoreline. The Owners hereby also agree to restore or replace the board fencing on the boundary between 3194 Shoreline and 3190 Shoreline at their own expense to its condition prior to demolition in accordance with the Town's Fence By-law. The Owners hereby also agree to remove the board fencing between 3194 Shoreline and 3196 Shoreline and replace it at their own expense with a permanent or natural fence, with the exception of a small section near the rear of the properties to preserve views to the lake for both 3196 Shoreline and 3194 Shoreline in accordance with the Town's Fence By-law.
3. The Owners hereby agree that prior to the demolition of the existing dwelling and the construction of the new dwelling they shall require the contractors to inform their subcontractors, agents, workers, equipment delivery personnel and materials and machinery delivery personnel that the subject property is located on a residential street and has primary school children living on it, and that therefore all contractors, subcontractors, agents, workers, equipment delivery personnel and materials and machinery delivery personnel must exercise extreme caution when travelling along Shoreline Drive and when crossing the sidewalk to enter and exit the subject property for the safety of the neighbours, their families and children.
4. The Owners hereby agree that there shall be a portable temporary washroom located at the subject property for the duration of the demolition of the old dwelling and the construction of the new dwelling and the Owners further agree that they will make best efforts to locate the portable temporary washroom at all times as far away from the side property lines adjacent to 3190 and 3196 Shoreline as reasonably possible in keeping with the exigencies of the said demolition and then the said construction.
5. The Owners hereby agree to make best efforts to keep the dust and disruption of the demolition of the old dwelling and the construction of the new dwelling to a minimum. To that end, where it is reasonably possible the Owners agree to have their contractors use a "wet saw" when cutting concrete materials such as stone, brick, and interlock or do such cutting within a controlled dust enclosure.