

CONDITIONAL BUILDING PERMIT AGREEMENT

Hereinafter called the "Agreement"

THIS AGREEMENT dated the 26 day of November 2024.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE

(hereinafter the "Municipality")
OF THE FIRST PART

and

2825538 ONTARIO INC

(hereinafter the "Owner")
OF THE SECOND PART

WHEREAS the Owner is the registered owner of certain lands municipally known as 6302 4th Line and more particularly described in Section 1 (the "Lands").

AND WHEREAS construction on the Lands related to (input residential construction type) requires the issuance of a Building Permit pursuant to subsection 8(2) of the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended ("BCA").

AND WHEREAS the Owner has requested that the Municipality's Chief Building Official ("CBO") issue a conditional building permit (the "Conditional Building Permit") pursuant to subsection 8(3) of BCA, prior to meeting all requirements to obtain a Full Building Permit pursuant to subsection 8(2) of the BCA.

AND WHEREAS subsection 8(3) of the BCA permits the CBO to issue a conditional building permit for any stage of construction notwithstanding all requirements have not been met to obtain a permit under subsection 8(2) of the BCA.

AND WHEREAS the CBO is satisfied that meeting such requirements would unreasonably delay the proposed construction if a conditional building permit is not granted.

AND WHEREAS the construction on the Lands related to the Conditional Building Permit complies with by-laws enacted under sections 34 and 38 of the *Planning Act*, R.S.O. 1990, c.P.13

AND WHEREAS the remaining requirements of subsection 8(3)(c) of the BCA can be achieved by entering into this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREINAFTER MADE BY THE OWNER, TO BE OBSERVED, FULFILLED AND PERFORMED, AND THE SUM OF TWO THOUSAND, EIGHT HUNDRED AND SEVENTY SIX DOLLARS AND FORTY SIX CENTS (\$2876.46) DOLLARS NOW PAID BY THE OWNER TO THE MUNICIPALITY, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE MUNICIPALITY AGREES TO GIVE THE OWNER A CONDITIONAL BUILDING PERMIT, SUBJECT TO THE LIMITATIONS AND PROVISOS HEREAFTER SET OUT, AND THE OWNER IN CONSIDERATION OF THE ISSUANCE OF THE CONDITIONAL BUILDING PERMIT

**BY THE CHIEF BUILDING OFFICIAL FOR THE MUNICIPALITY HEREBY
COVENANTS AND AGREES WITH THE MUNICIPALITY AS FOLLOWS:**

1. LANDS SUBJECT TO AGREEMENT

The Lands affected by this Agreement are as follows:

CON 4 PT LOT 4, in the Municipality of Port Hope

2. OWNERSHIP OF SUBJECT LANDS

The Owner represents that it is the Owner of the lands described above hereto and hereinafter referred to as the "subject lands".

3. CONSTRUCTION AFFECTED BY THIS AGREEMENT

The Owner acknowledges that the construction for which this agreement relates (herein referred to as the "subject construction") is that construction proposed in one (1) permit application filed with the Municipality and identified as application number PRM-2024-0250 for the footing and foundation only.

4. ACCEPTANCE OF RISK

The Owner agrees to assume all risks involved in commencing construction before every requirement for the building permit has been met and the Owner hereby agrees to indemnify and hold the Municipality harmless from all actions, suits, claims and demands which may be brought against or made upon the Municipality and from all loss, costs, damages, charges or expenses which may be incurred, sustained or paid by the Municipality in consequence of the conditional building permit having been issued or otherwise by reason of the exercise by the Owner of the permission granted by the issuance of the conditional building permit.

5. REQUIREMENTS

The Owner hereby agrees:

- (a) to file any required plans, specifications or other documents that may be required for a complete permit application, not later than March 26, 2025;
- (b) in addition to (a), to take such further steps, including obtaining any necessary approvals or fulfilling any other requirements that may be required so that a full building permit may be issued not later than May 26, 2025;
- (c) to generally comply with all other applicable requirements in respect of the subject lands during construction, including but not limited to requirements in relation to site servicing, grading, landscaping, lighting, emergency protection (to include access for emergency vehicles and water supply to the satisfaction of the Fire Department) continuously throughout the construction process.

6. CESSATION OF CONSTRUCTION

The Owner hereby agrees to stop the subject construction and secure the site to the satisfaction of the Chief Building Official upon the happening of any one of the following events:

- (a) the Chief Building Official determines that there has been a breach of any requirements of this agreement, the Building Code or the Building Code Act;
- (b) the Chief Building Official determines that an impediment has arisen which prevents the lawful continuation of the subject construction; or
- (c) an appeal is filed with the Local Planning Appeal Tribunal with respect to a minor variance that is required for lawful erection of the subject construction.

In the event that the Chief Building Official requires construction to cease pursuant to the foregoing, the site is to remain secured, and no construction is to take place until such time as the Chief Building Official authorizes the resumption of construction, or the subject construction is removed and the site restored pursuant to the request of the Chief Building Official.

7. SITE RESTORATION AND SECURITY

- (a) The Owner hereby agrees to remove the subject construction and restore the site at its own expense in the manner specified in this section if all necessary approvals have not been obtained by May 26, 2025.
- (b) Upon the failure of the Owner to obtain the necessary approvals, the Owner agrees to restore the site back to the condition the site was in at the time of the conditional building permit application and said restoration shall include the removal of all construction, the replacement of all vegetative matter, the stabilization of slopes and the restoration of drainage patterns. Restoration must seriously commence within 30 days of the date cited in (a) above or at such a later time as may be directed by the Chief Building Official.
- (c) If the Chief Building Official determines that the subject construction has not been removed or a site restored as required by this agreement, the Chief Building Official may cause the subject construction to be removed and the site restored and for this purpose the Chief Building Official, an Inspector and their agent may enter upon the land and into the building governed by this agreement at any reasonable time without a warrant.
- (d) The Owner shall provide an irrevocable form of performance security for restoration of the site and as security for all other obligations under this agreement.
 - i. ~~The Owner shall provide a standby Letter of Credit in the amount of ZERO (\$0.00), to be in a form satisfactory to the Chief Building Official and Municipal Solicitor.~~
 - ii. The Owner shall provide a refundable Occupancy Deposit in the amount of THREE THOUSAND DOLLARS (\$3000.00) to be held in a non-interest-bearing account by the Municipality. This amount will be transferred to the full permit upon its issuance and is refundable upon completion of the construction and Occupancy has been granted for the project. A written request for refund must be received from the Owner. The Occupancy Deposit is forfeit on the second anniversary of the full permit issuance.

- ~~(e) Other forms of performance security may be substituted for the Letter of Credit, at the request of the Owner, provided that approval is obtained from the Municipal Treasurer and the Municipal Solicitor.~~
- (f) If the Chief Building Official determines that the subject construction has not been removed, the site restored as required by this agreement, or there are other breaches of this agreement, the Occupancy Deposit may be drawn upon in full and monies used to restore the site in accordance with this agreement or otherwise to remedy any breach of this agreement.
- ~~(g) The Letter of Credit shall be kept in force until there is full compliance with this agreement at which time the Letter of Credit will be returned. If the Letter of Credit is about to expire without renewal thereof and full compliance of this agreement has not yet been achieved, the Municipality may draw all of the funds so secured and hold them as security to guarantee full compliance with this agreement unless the Municipal Solicitor is provided with a renewal of the Letter of Credit forthwith.~~
- (h) Should costs associated with the restoration of the site be incurred by the Municipality in excess of the amount of the Occupancy Deposit, the Municipality shall have a lien on the land for the amount spent by the Municipality for removal of the subject construction and restoration of the site and the amount shall be deemed to be municipal taxes and may be added by the Clerk of the municipality to the collector's roll and collected with priority lien status in the same manner as municipal taxes.

8. REVOCATION OF CONDITIONAL BUILDING PERMIT

In addition to the other reasons specified in the Building Code Act, the Chief Building Official for the Municipality may revoke the conditional building permit issued in conjunction with this agreement if the Owner fails to comply with the terms of this agreement.

9. INTERPRETATION

- (a) Nothing in this agreement shall be construed as altering the Owner's obligation to comply with the Building Code, and Building Code Act, nor shall anything in this agreement be construed as limiting the Municipality's ability to enforce the Building Code and Building Code Act against the Owner, if so required.
- (b) This Agreement shall be read with such changes in number and gender as the circumstances require.
- (c) The Owner acknowledges that the subject construction permitted by this Conditional Building Permit Agreement does not constitute any other approval for the purpose of the Building Code Act or Planning Act.

10. REGISTRATION

- (a) This agreement may be registered against the subject lands and the Municipality is entitled to enforce its provision against the Owner and, subject to the Registry Act and the Land Titles Act, any and all subsequent Owners of the subject lands. Upon the issuance of a building permit pursuant to the application referred to in section 2, the Municipality shall provide the Owner with a registrable release of this agreement.

- (b) The Owner and hereby authorizes and directs the Municipality and its solicitor(s) to register electronically notice of this Agreement on title to the subject lands.

IN WITNESS WHEREOF the parties have executed this agreement.

SIGNED,



Witness: _____

print name

Pat Goldsmith



2825538 ONTARIO INC

**THE CORPORATION OF THE
MUNICIPALITY OF PORT HOPE**

Per: _____
Olena Hankivsky, Mayor

Per: _____
Shrishma Davé, Municipal Clerk

Per: _____
David Abramczuk, Chief Building Official