

**STAFF REPORT:      ENGINEERING AND PUBLIC WORKS DEPARTMENT**

**REPORT TO:**                    Infrastructure and Recreation  
   Committee

**MEETING DATE:**            May 15, 2012

**REPORT NO.:**                 EPW.12.036

**SUBJECT:**                     Temporary Access and Land  
   Purchase Agreements for the  
   Slabtown Bridge Replacement

**PREPARED BY:**             Tom Gray, Engineering Design  
   Technologist

**A.      Recommendations**

THAT Council receive Report EPW.12.036 entitled “Temporary Access and Land Purchase Agreements for the Slabtown Bridge Replacement”;

AND THAT Council approve the purchase of a road allowance widening from Roland and Martha Lacey in the amount of \$5,800; and,

AND THAT the Mayor and Clerk be authorized to execute the Temporary Access and Land Purchase Agreements upon the recommendation of the Director of Engineering and Public Works and the Town’s solicitor.

**B.      Background**

The Slabtown Bridge in the Town of The Blue Mountains spans the Beaver River and is the only access into the Slabtown community. The bridge has been identified for improvements in the Town’s Bridge Needs Study.

On April 5, 2012 the “Request For Tender For The Slabtown Bridge Replacement Contract No. 2012-08-T-EPW” closed. The scope of the works includes the construction of a temporary access road when the bridge is closed during the replacement of the Slabtown Bridge and improvements to the concrete abutments and bridge approaches. To facilitate the works, easement agreements are needed to permit the temporary access road across private property and a land purchase agreement to permit permanent road works.

Temporary Access Agreements

Temporary Access Agreements are required with two adjacent properties over which the temporary road will be constructed. A map of the proposed route is provided as Attachment #1. The Agreements are required to be in place prior to any construction starting on the Slabtown Bridge.

Attachment #2 is a sample of the Agreement provided to Mr. & Mrs. Hartman. Mr. Chris Knott is included in the Hartman Agreement as he is currently farming Mr. Hartman's land over which the temporary access road will be constructed. The Agreement for Mr. & Mrs. Wilkinson has similar wording. The Agreements have been prepared and provided to the landowners for their signatures.

The Temporary Access Agreements will be in effect for 2012 and 2013 with the understanding that the access will only be utilized for one of the two years. Within the tender document, the Contractor will have the option to construct the works in either 2012 or 2013, however the Contractor will only be permitted one construction season once work is initiated. This condition is reflected in the Temporary Access Agreements for the benefit of the landowners.

Both of the landowners have agreed to permit the temporary access to cross their properties at no cost to the Town as a benefit to the community. The property owners will have the option to keep the temporary access road as constructed or have some or all of the works removed at their option.

The Town will indemnify the property owners and Mr. Knott within the agreement to any damage or injury occurring on their property related to the use of the temporary access road.

Staff recommend that the Mayor and Clerk be authorised to execute the Temporary Access Agreements upon the recommendation of the Director of Engineering and Public Works and the Town's solicitor.

#### Land Purchase Agreement

During the design process for the Slabtown Bridge Replacement, it was noted that the existing road platform encroaches onto the private property of Mr. & Mrs. Lacey at 127 Slabtown Road. Due to the location of the existing bridge structure it is not possible to change the alignment of the road in order to keep off of private property. It has been determined that a 4.0 metre permanent road widening (Attachment #3) is required to encompass the existing road platform and improvements as part of the bridge improvements within the municipal road allowance. Staff acquired the services of HG Appraisers of Collingwood to provide the Town with a fair market value for the lands required. It was determined by HG Appraisers that the Final Estimate of Fair Market Value for this property, as detailed in their report of April 12, 2012, is \$5,800. The Land Purchase Agreement has been provided as Attachment #4. Mr. and Mrs. Lacey are in agreement with the evaluation.

Staff recommend that the Mayor and Clerk be authorised to execute the Land Purchase Agreement upon the recommendation of the Director of Engineering and Public Works and the Town's solicitor.

Contract Execution

The tender has a 60 day closing period. Therefore the contract has to be awarded by June 4, 2012. Within Staff Report EPW.12.035, the Mayor and Clerk were authorised to execute the construction contract upon the recommendation of the Director of Engineering and Public. Staff is confident that the agreements will be executed by the property owners in a manner similar to that distributed. Although it is best to have executed land access agreements in place, Staff will ensure the contract is executed prior to June 4, 2012.

All agency approvals have been received to permit the works to proceed.

**C. The Blue Mountains’ Strategic Plan**

Completing this project assists with the Town’s Strategic Plan Goal #2 “Addressing the Town’s Municipal Infrastructure needs”.

**D. Environmental Impacts**

The existing bridge abutments have been designated for rehabilitation, rather than replacement, minimizing the impact to the Beaver River. The existing bridge structure will be replaced while minimizing the disturbance to the watercourse. All bridge works are proposed to be performed from lands adjacent to the bridge site, with demolition of the existing bridge and construction of the replacement bridge structures to occur not over the river.

**E. Financial Impact**

Table 1 below depicts the budget for the Slabtown Bridge Replacement and the value of the tendered work including Engineering & Contract Administration (C.A.), Construction costs and land acquisition:

**Table 1 – Budgeted vs Expected Cost**

<b>Item</b>	<b>Budgeted</b>	<b>Expected<sup>(1)</sup></b>
Engineering & C.A.	\$100,000	\$89,000
Construction	\$1,070,000	\$604,779
Land	\$0	\$ 5,800
<b>Sub Total</b>	<b>\$1,170,000</b>	<b>\$699,579</b>
Contingency	\$125,000	\$0 <sup>(2)</sup>
<b>Total</b>	<b>\$1,352,000</b>	<b>\$699,579</b>

Table Note: 1. Expected Cost based on Engineering Consultant Proposal and tendered pricing.  
2. The Contingency allowance is available to undertake unknown works that may be incurred related to bridge construction (i.e. slope stability, abutments etc)

**F. In Consultation With**

None

**G. Attached**

Attachment #1 – Temporary Access Agreement Map  
Attachment #2 – Draft Temporary Access Agreement  
Attachment #3 – Land Purchase Drawing  
Attachment #4 – Land Purchase Agreement

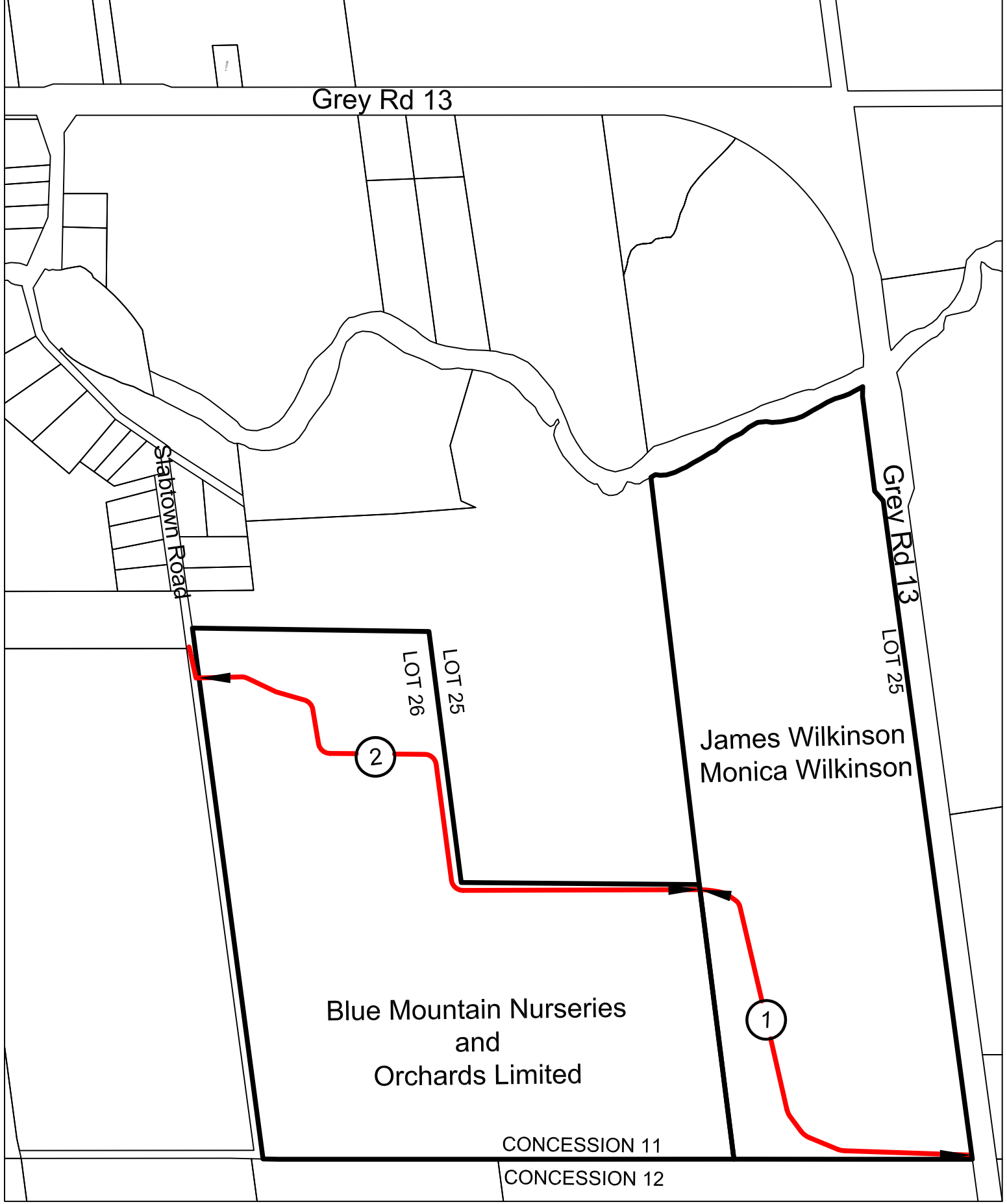
Respectfully submitted

**Tom Gray**  
Tom Gray  
Engineering Design Technologist  
Works

**Reg Russwurm**  
Reg Russwurm  
Director of Engineering & Public  
Works

For more information, please contact:  
Tom Gray  
[tgray@thebluemountains.ca](mailto:tgray@thebluemountains.ca)  
519-599-3131 ext. 277

# Schedule A Slabtown Bridge Replacement Temporary Access Agreement



## SLABTOWN ACCESS AGREEMENT

**Dated** May , 2012

**Between**

**BLUE MOUNTAIN NURSERIES & ORCHARDS LIMITED**  
(the "Owner")

**And**

**CHRISTOPHER KNOTT**  
(the "Tenant")

**and**

**THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS**  
(the "Town")

**Whereas** the Owner is the owner of part of Lots 26 and 27 Concession 11 in the Town of The Blue Mountains, County of Grey PIN 37143-0145(LT) (the "Owner's Lands") and the Tenant is a tenant of the Owner's Lands;

**And Whereas** the Town proposes to remove and replace the existing bridge on Slabtown Road with a new bridge (the "Bridge Work") and requires a temporary access over the Owner's Lands for persons and vehicles to and from Grey County Road 13 for the use and benefit of the public which includes the owners of properties fronting on Slabtown Road lying to the west of the Bridge Work and their invitees until the Bridge Work is completed;

**And Whereas** the Town has issued a tender for the Bridge Work which provides that the Bridge Work must be completed in the construction season in which the work is started and that the contractor will have the option, to be exercised by no later July 1, 2012, to construct the Bridge Work in the 2012 construction season or the 2013 construction season;

**And Whereas** the Owner and the Tenant have agreed to the Town using the existing laneway on the Owners Lands for the temporary access on the terms and conditions of this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the premises and the mutual covenants hereinafter contained and the sum of TEN DOLLARS (\$10.00) of lawful money of Canada, now paid by each Party to the other Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree with each other as follows.

1. The Owner grants, transfers and conveys to the Town, the free, uninterrupted and unobstructed right, or rights in the nature of a non exclusive temporary easement on, over, upon and through the existing laneway on the Owner's Lands in the location shown as Temporary Access Route 2 on the Plan attached as Schedule "A" to in this Agreement (the "Laneway") for the purposes of constructing, using, operating and maintaining a temporary access for persons and vehicles to and from Grey County Road 13 for the use and benefit of the Town and the public which includes the owners of properties fronting on Slabtown Road lying to the west of the Bridge Work and their invitees, at the Town's sole cost and expense (the "Temporary Access").
2. The Tenant hereby consents to the use of the Laneway for the Temporary Access on the terms and conditions of this Agreement.

3. The aforesaid rights and easements are hereby granted on the following terms and conditions which are hereby mutually covenanted and agreed to by and between the Owner, the Tenant and the Town.
- (a) The Town and its employees, agents, contractors and workmen and other persons duly authorized by the Town, at all times and from time to time, may enter on the Laneway with their plant, machinery, material, vehicles and equipment for all purposes necessary or incidental to the exercise of the rights and easements herein granted, including making improvements to the Laneway. The improvements to the Laneway consist of providing a compacted gravel one lane roadway with lay by areas in locations determined by the Town and all necessary signage (the "Improvements").
  - (b) The Town agrees that the Bridge Work will be constructed in either the 2012 construction season or the 2013 season. In the event the Town's contractor exercises its option to construct the Bridge Work in the 2013 construction season no work shall be done on the Laneway and no use of the Laneway shall be made pursuant to the rights and easements hereby granted in the 2012 construction season.
  - (c) The Town shall, during the term of this easement, keep the Laneway and adjacent lands free and clear of all debris, garbage and other litter deposited on the Owner's Lands by users of the Laneway .to the same extent that a reasonable landowner would do.
  - (d) The public which includes the owners of properties fronting on Slabtown Road lying to the west of the Bridge Work and their invitees, at all times and from time to time, may enter on the Laneway with their vehicles and equipment for all purposes necessary or incidental to the exercise of the rights and easements herein granted.
  - (e) The Owner and Tenant shall not in any way interfere with the rights and easements hereby granted to the Town or do or suffer to be done any other thing which might injure or damage the Temporary Access.
  - (f) The Town shall indemnify and save completely harmless the Owner and the Tenant, including defending the Owner and the Tenant, from and against all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly or in any way connected with the construction and operation of the Temporary Access by the Town. The Town shall defend at its expense any actions, suits, claims or demands whatsoever against the Owner and the Tenant resulting from the construction and operation of the Temporary Access by the Town. In the event that any court finds that the Owner or the Tenant or both or any person that the Owner and the Tenant are responsible for in law has contributed to such loss, then the Owner or the Tenant or both shall be responsible for the payment of such portion of the loss.
  - (g) Prior to commencing any work on the Owner's Lands the Town shall take out and keep in full force and effect until this Agreement is terminated, at its sole cost and expense, Commercial General Liability insurance applying to all operations of the Temporary Access which shall include coverage for bodily injury liability, property damage liability, products and completed operations liability, contractor's protective liability, contractual liability, non-owned automobile liability, contingent employers liability and employees as additional insureds..

This policy shall be written with limits of not less than FIVE MILLION DOLLARS (\$5,000,000) exclusive of interest or costs, per occurrence and shall include the Owner and the Tenant as an additional insured;

- (h) The rights and easements hereby granted shall commence on the date the Town notifies the Owner in writing that it has signed a construction contract for the Bridge Work and shall terminate at such time as the Bridge Work is completed and the new bridge on Slabtown Road is open for use by the public. In any event this Agreement shall terminate on December 31, 2013.
- (i) The Town shall forthwith after the new bridge is open to the public remove all the Improvements and restore the Laneway to its original condition as far as practicable at its cost unless the Owner has advised the Town in writing that it wishes to retain all or any portion of the Improvements. In such case the Town shall only be required to remove the Improvements which the owner does not wish to retain.

4. The rights and easements hereby granted shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns including successors in title from time to time of the Owner's Lands.

5. The Town shall pay all its costs associated with the preparation of this Agreement and the Town agrees to reimburse the Owner for 100% of any reasonable legal fees incurred by the Owner to review and revise this agreement.

**IN WITNESS WHEREOF** of the parties hereto have executed this Agreement by affixing thereto their hands and corporate seals as duly attested by the hands of their proper signing officers in that behalf

**BLUE MOUNTAIN NURSERIES & ORCHARDS LIMITED**

\_\_\_\_\_  
Per

Name:

Title:

I have authority to bind the corporation

**CHRISTOPHER KNOTT**

\_\_\_\_\_

**THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS**

\_\_\_\_\_  
**Ellen Anderson – Mayor**

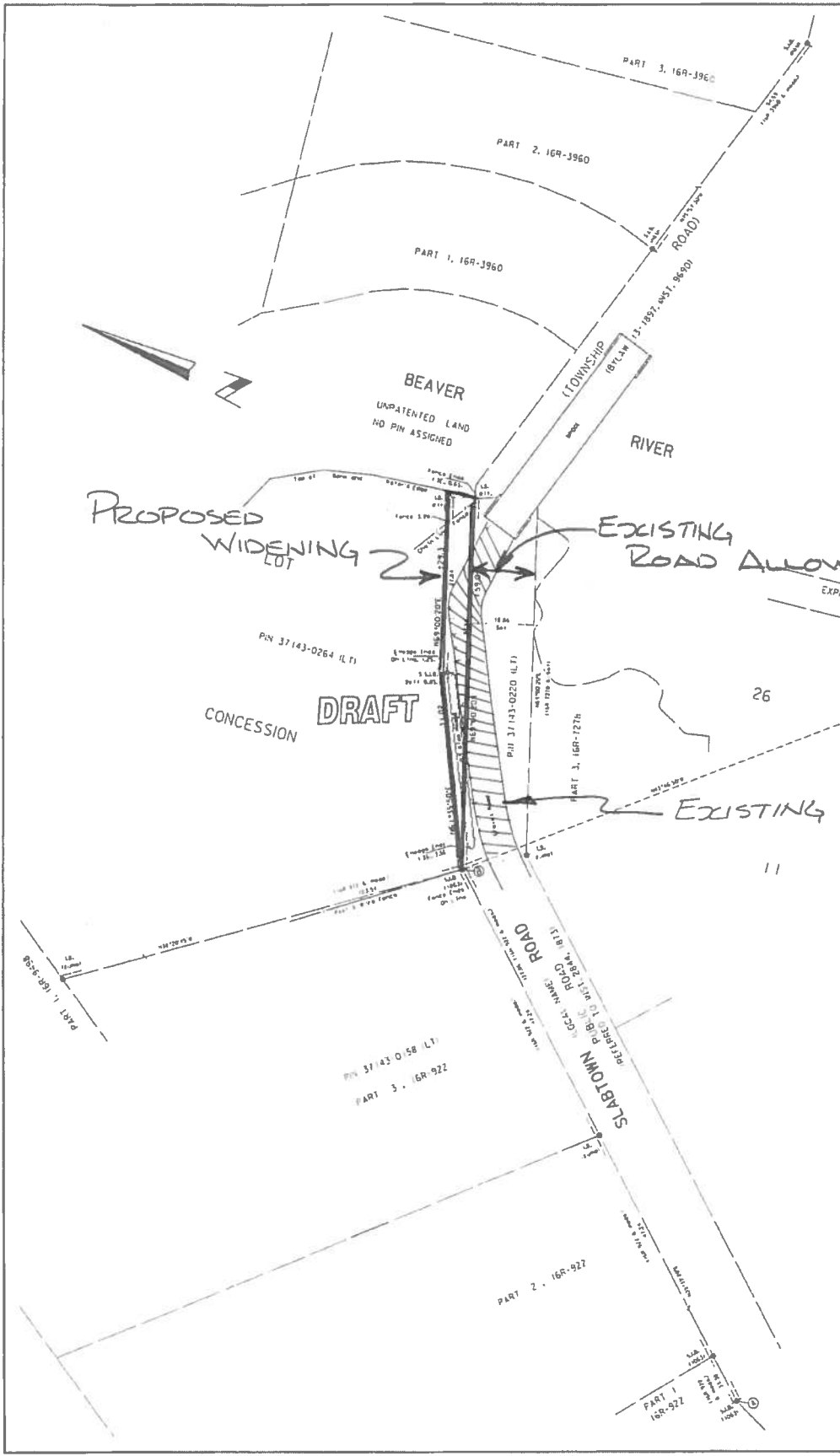
\_\_\_\_\_  
**Corrina Giles – Clerk**



**SCHEDULE "A"**

**PLAN SHOWING LANEWAY**

127 SLABTOWN RD.



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT

PLAN 16R-

RECEIVED AND DEPOSITED

DATE \_\_\_\_\_

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF GREY REG. 16R

PART	LOT	CONC	PIN
1	26	11	PART PIN 37143-0264(LT)

NOTE: PART 1 ON THIS PLAN COMPRISES PART OF PIN 37143-0264(LT)

PLAN OF SURVEY OF  
PART OF LOT 26  
CONCESSION 11  
(FORMERLY TOWNSHIP OF COLLINGWOOD)  
TOWN OF THE BLUE MOUNTAINS  
COUNTY OF GREY  
SCALE 1:400

OBSERVED REFERENCE POINTS: UTM ZONE 17, NAD83 ICRS(1997) COORDINATES TO RURAL ACCURACY PER SEC. 14(2) OF O. REG. 2 6/10.

POINT ID	NORTHING	EASTING
A	4958176.39	578356.16
B	4929159.5	574500.07

COORDINATES SHOWN IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BENCHMARKS SHOWN ON THIS PLAN

Area = 176 m<sup>2</sup>

**NOTES:**

DISTANCES ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK OBSERVATIONS, UTM ZONE 17, NAD 83 (ICRS(1997)).

FOR BEARING COMPARISONS, A ROTATION OF 0°43'45" COUNTER-CLOCKWISE WAS APPLIED TO THE BEARINGS ON PLAN 16R 922 TO CONVERT TO UTM BEARINGS.

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE CORRECTED SCALE FACTOR OF 0.999586.

- DENOTES SET
- DENOTES FOUND
- S.I. DENOTES STANDARD IRON BAR
- A. DENOTES WOOD BAR
- S.I.S. DENOTES 3" CHT STANDARD IRON BAR
- C.C. DENOTES C/JT CROSS
- C.P. DENOTES CONCRETE P/W
- W. DENOTES WITNESS
- M. DENOTES MEASURE
- N.E., S., E., W. DENOTES NORTH, SOUTH, EAST, WEST

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.

2. THE SURVEY WAS COMPLETED ON THE 30TH DAY OF MARCH 20 22.

MARCH 30, 2022

**DRAFT** D.L.S.

PAUL R. THOMSEN  
ONTARIO LAND SURVEYOR  
COLLINGWOOD

ZUBER, EMD  
**PATTEN & THOMSEN**  
L.L.M., F.T.C.D.

ONTARIO LAND SURVEYORS  
39 STEWART ROAD  
COLLINGWOOD, ONTARIO L9Y 4M7  
PHONE: (705) 445-4910 FAX: (705) 445-5866

225 HD, 15-77 15 SURVEY FOR: TOWN OF THE BLUE MOUNTAINS  
000-0174-010000-2012 PLAN 16R-922

**OFFER TO PURCHASE  
AGREEMENT OF PURCHASE AND SALE**

The Corporation of the Town of The Blue Mountains (as Purchaser) having inspected the Property hereby agrees to and with Roland Lacey and Martha Lacey (as Vendor) to purchase all and singular, the premises situate in the Town of the Blue Mountains (formerly Township of Collingwood), County of Grey being part of Lot 26 Concession 11 described as Part 1 on Plan 16R-10172 being part of PIN 37134-0264 LT (the Property).

At the price of or sum of FIVE THOUSAND EIGHT HUNDRED (\$5,800.00) Dollars to be paid as follows:

The full amount of the purchase price shall be paid to the Vendor on closing by cash or certified cheque, subject to the usual adjustments.

The Vendor agrees to provide on closing, at the Vendor's own expense, partial discharges of all mortgages registered against the title to the Property.

The Purchaser shall pay the Vendor's reasonable legal costs to complete this transaction and provide any survey required to complete this transaction.

The Vendor acknowledges that the property will become part of the public highway known as Slabtown Road (the "Highway") and that the existing hedge located on the property as shown on Plan 16R-10172 (the "Hedge") will be considered as an encroachment on the Highway. On the closing of this transaction the Vendor and Purchaser shall enter into an encroachment agreement in a reasonable form satisfactory to the Purchaser which will provide, among other things that:

1. The Hedge will be recognized as an encroachment on the Highway;
2. The Hedge will be maintained by the Vendor at the Vendor's expense and may be removed at any time by the Vendor at the Vendor's expense; and
3. The Hedge may be removed by the Purchaser, with no compensation to the Vendor, if the Purchaser determines, acting reasonable, that the Hedge must be removed for safety reasons or it is necessary to remove the Hedge in order to repair, maintain, replace or widening the Highway.

If this transaction is subject to H.S.T., then applicable H.S.T. shall be collected and remitted as required by law. If this transaction is subject to H.S.T. but the Vendor is not required to collect or remit H.S.T., the Purchaser agrees to provide on or before closing to the Vendor or Vendor's Solicitor a written certificate in a form reasonably satisfactory to the Vendor or Vendor's Solicitor to the effect that the Vendor is not required to collect or remit the H.S.T. and shall provide the Vendor with the Purchaser's H.S.T. registration number, if applicable, failing which the applicable H.S.T. shall be paid to the Vendor on closing. If this transaction is not subject to H.S.T., the Vendor agree to provide on or before closing to the Purchaser or Purchaser's Solicitor a written certificate in a form reasonably satisfactory to the Purchaser or Purchaser's Solicitor certifying that the transaction is not subject to H.S.T.

The Vendor and the Purchaser agree that the signatures and/or initials on this Agreement or the acceptance, rejection or modification of this Agreement can be transmitted by facsimile document transmission, or similar electronic transmission and that communication by such means will be legal and binding on all parties.

This Offer shall be irrevocable by the Purchaser until 4:00 P.M. on the \*\* day of May, 2012 after which time, if not accepted, this Offer shall

be null and void.

PROVIDED the title is good and free from all encumbrances, except as aforesaid, and except local rates and minor easements for hydro, gas, telephone or like services to the Property; said title to be examined by the Purchaser at his own expense, and the Purchaser not to call for the production of any title deed, abstract of title, survey, proof or evidence of title, other than those in Vendor's possession or under his control; and provided the same have been complied with, the Purchaser to accept the Property subject to Municipal requirements, including building and zoning by-laws, minor easements as above-mentioned, and to restrictions and covenants that run with the land.

The Purchaser to be allowed until the \*\* day of June, 2012 to investigate the title at its own expense, and if within that time it shall furnish the Vendor in writing with any valid objection to the title, or to any outstanding Municipal work orders or deficiency notices affecting the Property, or non-compliance with zoning by-laws, or that the present use of the Property may not be lawfully continued, or that the buildings on the Property may not be insured against risk of fire, which the Vendor shall be unable or unwilling to remove or correct, and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property.

The Vendor hereby consent to the municipality releasing to the Purchaser details of all outstanding Municipal work orders or deficiency notices affecting the Property.

This Agreement shall be completed on or before the \*\* day of June, 2012 on which date vacant possession of the Property is to be given to the Purchaser unless otherwise provided for herein.

Transfer/Deed to be prepared at the expense of the Vendor in a form acceptable to the Purchaser's Solicitor, and if a Charge/Mortgage is to be given back, same to be prepared at the expense of the Purchaser on a form acceptable to the Vendor's Solicitor.

The Transfer/Deed to be given to the Purchaser shall contain a statement completed by the Vendor and the Vendor's Solicitor pursuant to Section 50 (22) of the Planning Act, 1990.

The Vendor, on or before completion, will produce evidence that he is not now, and upon completion will not be, a "non-resident person" within the meaning and for the purposes of Section 116 of the Income Tax Act of Canada or if he is a "non-resident person" will fully comply with the provisions of Section 116 of the said Act prior to completion.

The Affidavit of Residence and of Value of the Consideration required under the Land Transfer Tax Act shall be prepared by the Purchaser.

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence of this Agreement.

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the Solicitor acting for the party on whom tender is desired, and it shall be sufficient that a negotiable certified cheque be tendered instead of cash.

Each party to pay the costs of registration and taxes on his own documents.

This Offer and its acceptance to be read with all changes of gender or number required by the context.

Dated at Thornbury this \*\* day of May, 2012.

IN WITNESS WHEREOF I/We have hereunto set my/our hand(s) and seal(s).

SIGNED, SEALED AND DELIVERED) THE CORPORATION OF THE TOWN OF THE  
BLUE MOUNTAINS  
PER:

IN THE PRESENCE OF:

\_\_\_\_\_  
Mayor - Ellen Anderson

\_\_\_\_\_  
Clerk- Corrina Giles

I have authority to bind the corporation

I/We hereby accept the above Offer and its terms, and covenant, promise and agree to and with the above-named Purchaser to duly carry out the same on the terms and conditions above mentioned.

Dated at Thornbury this \*\* day of May, 2012.

IN WITNESS WHEREOF I/We have hereunto set my/our hand(s) and seal(s).

SIGNED, SEALED AND DELIVERED )

IN THE PRESENCE OF:

.....  
Roland Lacey

.....  
Martha Lacey

SOLICITOR FOR THE PURCHASER:

SHAW, MCLELLAN & IRONSIDE  
Box 280  
Collingwood, Ontario L9Y 3Z5

SOLICITOR FOR THE VENDOR: