

THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC

BY-LAW NO. 94-19

**A BYLAW TO AUTHORIZE THE EXECUTION OF A SERVICING AGREEMENT
BETWEEN THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-
CARADOC AND NOOR JINNAH AND 1279451 ONTARIO INC.**

WHEREAS Council deems it expedient to enter into a Servicing Agreement with NOOR JINNAH AND 1279451 ONTARIO INC. re: servicing requirements relating to the development of semi-detached and linked dwellings on lands that may be legally described as Part of Lot 18, Plan No. 147, being Part 4, Plan 33R-20470, known municipally as 144, 148, 152 York Street and Part of Lot 18, Plan No. 147, being Part 3, Plan 33R-20470 known municipally as 156, 160, 164 York Street in the Municipality of Strathroy-Caradoc, County of Middlesex;

**NOW THEREFORE BE IT ENACTED BY THE COUNCIL OF THE CORPORATION OF
THE MUNICIPALITY OF STRATHROY-CARADOC AS FOLLOWS:**

1. **THAT:** the Mayor and the Clerk be authorized to execute on behalf of the Corporation of the Municipality of Strathroy-Caradoc a Servicing Agreement with NOOR JINNAH AND 1279451 ONTARIO INC. re: servicing requirements relating to the development of semi-detached and linked dwellings.
2. **THAT:** this Bylaw shall come into force and take effect upon the date of its final passing in Open Council.

Read a **FIRST** and **SECOND** time this 16th day of December, 2019.

Read a **THIRD** time and **FINALLY PASSED** in Open Council this 16th day of December, 2019.

Mayor

Clerk

SERVICING AGREEMENT

THIS AGREEMENT dated this day of December 2019

B E T W E E N

NOOR JINNAH

Hereinafter called “JINNAH” and together with 1279451 hereinafter called the “Developer”

OF THE FIRST PART

and

1279451 ONTARIO INC.

Hereinafter called “1279451”

OF THE SECOND PART

and

**THE CORPORATION OF THE
MUNICIPALITY OF STRATHROY-CARADOC**

Hereinafter called the “Municipality”

OF THE THIRD PART

WHEREAS 1279451 is the owner of lands within the Municipality of Strathroy-Caradoc legally described as Part of Lot 18, Plan No. 147, being Part 4, Plan 33R-20470, known municipally as 144, 148, 152 York Street and Jinnah is the owner of lands within the Municipality of Strathroy-Caradoc legally described as Part of Lot 18, Plan No. 147, being Part 3, Plan 33R-20470 known municipally as 156, 160, 164 York Street (the “Land”);

AND WHEREAS the Developer has made Consent Applications B4/19 to B8/19 and the Municipality has given conditional approval to Consent Applications B4/19 to B8/19 in respect of the Land;

AND WHEREAS the Land subject to Applications B4/19 and B5/19 is to be severed and added to an abutting parcel of land that is municipally described as 412 High Street;

AND WHEREAS the Developer has applied for and received a zoning by-law amendment to allow for the development of 6 semi-detached/linked dwelling lots on the Land subject to Applications B6/19 to B8/19, which Land fronts on York Street, Strathroy;

AND WHEREAS the development of the semi-detached/linked dwellings will require the Developer, at its sole expense including applicable fees and charges, to install connections to the municipal water supply, the municipal sewer facilities, to utilities and to complete works in accordance with Schedule “A” hereto;

AND WHEREAS the Local Planning Appeal Tribunal (LPAT) has by a decision issued on October 23, 2019 (Case # PL 190189) determined that the Developer's financial contribution to any future York Street reconstruction shall be capped at the Developer's front-ended contribution of \$86,000 to the Municipality's infrastructure;

IN CONSIDERATION of the mutual covenants herein contained and for other good and valuable consideration, the parties agree and acknowledge as follows:

1. The Developer agrees to comply with all federal, provincial and municipal laws, rules, regulations and by laws.
2. The Developer will complete works on the York Street right-of-way along the frontage of the Developer's proposed development on the west side of York Street to service the Land, which works will include the water and sanitary sewer servicing works, details regarding drainage, sidewalk construction on the Land, utility service extension, roadway restorations if required, the construction of the curb and gutter at the current road edge, and extending driveways to the road's edge, all in accordance with the plan set out in Schedule 'A', and in accordance with the General Notes, Sediment Control Notes and OPSD Sewer / Road Standard References Notes set out in Schedule 'A' (the "Works").
3. The Works shall include roadway asphalt restorations satisfactory to the Municipality, if necessary and only as related to the works.
4. The Works may be commenced upon approval from the Municipality and upon the Developer's payment of security set out in this Agreement.
5. The Developer will be solely responsible for the costs of the Works.
6. The Works shall be completed by June 30th, 2021.
7. The Developer will within ten (10) days of the date of this Agreement, deposit with the Municipality on account of the cost of the Works, a Letter of Credit, or such other unconditional and irrevocable security satisfactory to the Municipality for the amount of **\$43,500.00**, guaranteeing payment of at least one hundred percent (100%) of the estimated cost of the Works, in order to ensure compliance with all of the requirements and obligations of the Developer under this Agreement. The estimated cost of the Works has been calculated based on the Cost of Servicing Schedule set out in Schedule 'B'. The Developer shall ensure that the security is kept in full force and effect. The security may be drawn upon by the Municipality, at its sole discretion, to repair or address any deficiency or breach related to this Agreement and will only be released upon fulfilment of the Developer's obligations under this Agreement to the satisfaction of the Municipality.
8. Jinnah and 1279451 shall be jointly and severally liable to the Municipality for all obligations of the Developer under this Agreement.
9. In the event of non-payment of any sum required to be paid pursuant to this Agreement, the remedies of the Municipality shall include enforcement in accordance with section 446 of the *Municipal Act*, 2001.
10. If any notice is required to be given by the Municipality to the Developer with respect to this agreement, such notice shall be delivered personally, mailed or sent by facsimile transmission to

Noor Jinnah
c/o Kenneth Tupholme
386 Ellor Street
Strathroy, ON N7G 2L4
holmeproperty@gmail.com

1279451 ONTARIO INC.
c/o Kenneth Tupholme
386 Ellor Street
Strathroy, ON N7G 2L4
holmeproperty@gmail.com

or such other address as the Developer has given to the Municipality's Clerk, in writing, and any such notice delivered, mailed by prepaid first-class mail or sent by facsimile transmission, shall be deemed good and sufficient notice under the terms of this agreement and to have been given upon such delivery, mailing or transmission.

11. The parties acknowledge and agree that this Agreement shall be assumed by any successor in title, to the effect that the obligations and covenants herein shall be binding upon the executors, administrators, successors and assigns.

12. Words importing the singular shall include the plural and vice versa. Words importing gender shall include all genders.

IN WITNESS WHEREOF the parties have set their hands and corporate seals as attested by the hands of their proper signing officers in that behalf.

THE CORPORATION OF THE
THE MUNICIPALITY OF
STRATHROY-CARADOC

Per: _____
Joanne Vanderheyden Mayor

Per: _____
Fred Tranquilli Clerk

Noor Jinnah

1279451 ONTARIO INC.

Per: _____
(name/ position)

I have authority to bind the corporation.

SCHEDULE "A"

LIST OF WORKS

Services to be installed pursuant to Servicing Agreement in accordance with the following plan:

SCHEDULE "B"

COST OF SERVICING SCHEDULE