



COUNCIL REPORT

Meeting date: December 16, 2019

Department: Building and Planning

Prepared by: Matthew Stephenson, Director, Building/Planning/Waste Services

Reviewed by: Fred Tranquilli, Acting Chief Administrative Officer

SUBJECT: Servicing Agreement

**Ken Tupholme for 2179451 Ontario Inc. and Noor Jinnah
York Street - Part 4 and 5 of Registered Plan 33R20470**

RECOMMENDATION: It is recommended that the site servicing agreement be approved for 1279451 Ontario Inc. and Noor Jinnah and that Council pass the by-law approving Council entering into a site servicing agreement.

PURPOSE

The subject site servicing agreement is to permit the installation of services on municipal boulevard for the creation of six (6) residential building lots fronting York St. south of High St. in the Town of Strathroy.

BACKGROUND

This servicing agreement is a result of Consent Applications No. B4/19 to B8/19 submitted by Ken Tupholme and Noor Jinnah for the creation of six (6) residential building lots fronting onto York St. This matter was before the Committee of Adjustment on April 4, 2019 in which the Committee of Adjustment approved the consent applications subject to several conditions. Specifically, Condition No.5 which reads:

“That the applicant enters into a servicing agreement with the Municipality to the satisfaction of the Director of Engineering & Public Works for works to be completed on the York Street right of way. The agreement will also include the required water and sanitary sewer servicing works, details regarding drainage, sidewalk extension, utility service extensions, roadway restorations and financial contributions to future York Street reconstruction to be determined.”

The purpose of this condition is to permit a hybrid installation form of servicing for the proposed six (6) lots which will permit the sanitary sewer, storm sewer, and water main installation installed in the municipal road allowance as opposed to the center of the road as per the Municipal Servicing Standards.

This matter was the subject of PL190189 – LPAT Hearing for (Part Lot 18, Plan No. 147) in which this specific condition was challenged. The attached agreement which was prepared by Andrea Bezaire has incorporated the decision from the hearing in addition to ensuring the conditions have been met.

FINANCIAL IMPLICATIONS

None

SUMMARY

Based on the above, staff recommend the following:

THAT: It is recommended that the servicing agreement be approved and that Council pass the by-law approving Council entering into a site servicing agreement.

ATTACHMENTS

Site Servicing Drawings

Servicing Agreement

GENERAL NOTES

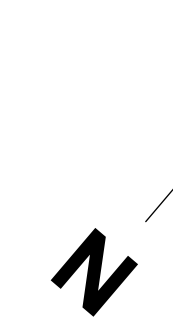
1. AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION FOR SERVICES ON ANY EXISTING ROAD ALLOWANCE AND EXISTING SERVICES WITHIN AN EXISTING EASEMENT MAINTAINED BY THE MUNICIPALITY, THE DEVELOPER IS TO OBTAIN A PERMIT OF APPROVED WORK FROM THE MUNICIPAL ENGINEER.
2. THE DEVELOPER SHALL CONSTRUCT TEMPORARY MEASURES TO CONTROL SILT ENTERING THE STORM DRAINAGE SYSTEM TO THE SPECIFICATIONS OUTLINED IN THE GUIDELINES ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES PREPARED BY THE MINISTRY OF NATURAL RESOURCES. THESE MEASURES ARE TO BE INSTALLED PRIOR TO COMMENCING ANY CONSTRUCTION FOR THIS DEVELOPMENT PROJECT, AND ARE TO REMAIN IN PLACE UNTIL CONSTRUCTION HAS BEEN COMPLETED TO THE SPECIFICATIONS OF THE MUNICIPALITY.
3. ALL WORK SHALL MEET THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY.
4. THE DEVELOPER SHALL HAVE ITS PROFESSIONAL ENGINEER PROVIDE FULL-TIME INSPECTION DURING CONSTRUCTION AND A CERTIFICATE OF COMPLETION OF WORKS UPON COMPLETION OF ALL WORKS TO BE CONSTRUCTED ON AN EXISTING STREET OR EASEMENT.
5. ALL UTILITIES ARE TO BE LOCATED BY THE DEVELOPER. THE DEVELOPER IS TO MEET ALL THE REQUIREMENTS OF THE OWNERS OF THE UTILITIES ON THIS PLAN, AND MUST MAKE SATISFACTORY ARRANGEMENTS WITH THE UTILITY COMPANIES FOR CROSSING THEIR INSTALLATIONS AND FOR PROVIDING ADEQUATE PROTECTION DURING CONSTRUCTION.
6. ALL ORGANIC, UNSTABLE OR UNSUITABLE MATERIALS BENEATH THE ROAD ALLOWANCES OR FOUNDATIONS MUST BE REMOVED AND THESE AREAS BACKFILLED WITH AN APPROVED FILL MATERIAL, ALL TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER.
7. ALL SUBSTITUTIONS MUST BE APPROVED BY THE MUNICIPAL ENGINEER.
8. ALL SAFETY MEASURES ARE TO BE FOLLOWED.

SEDIMENT CONTROL:

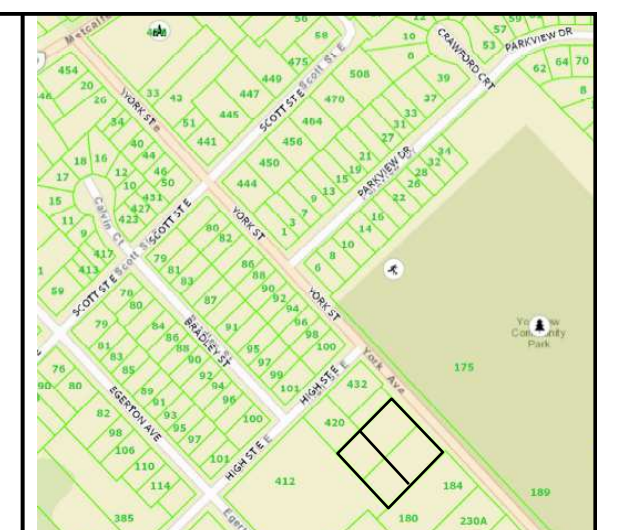
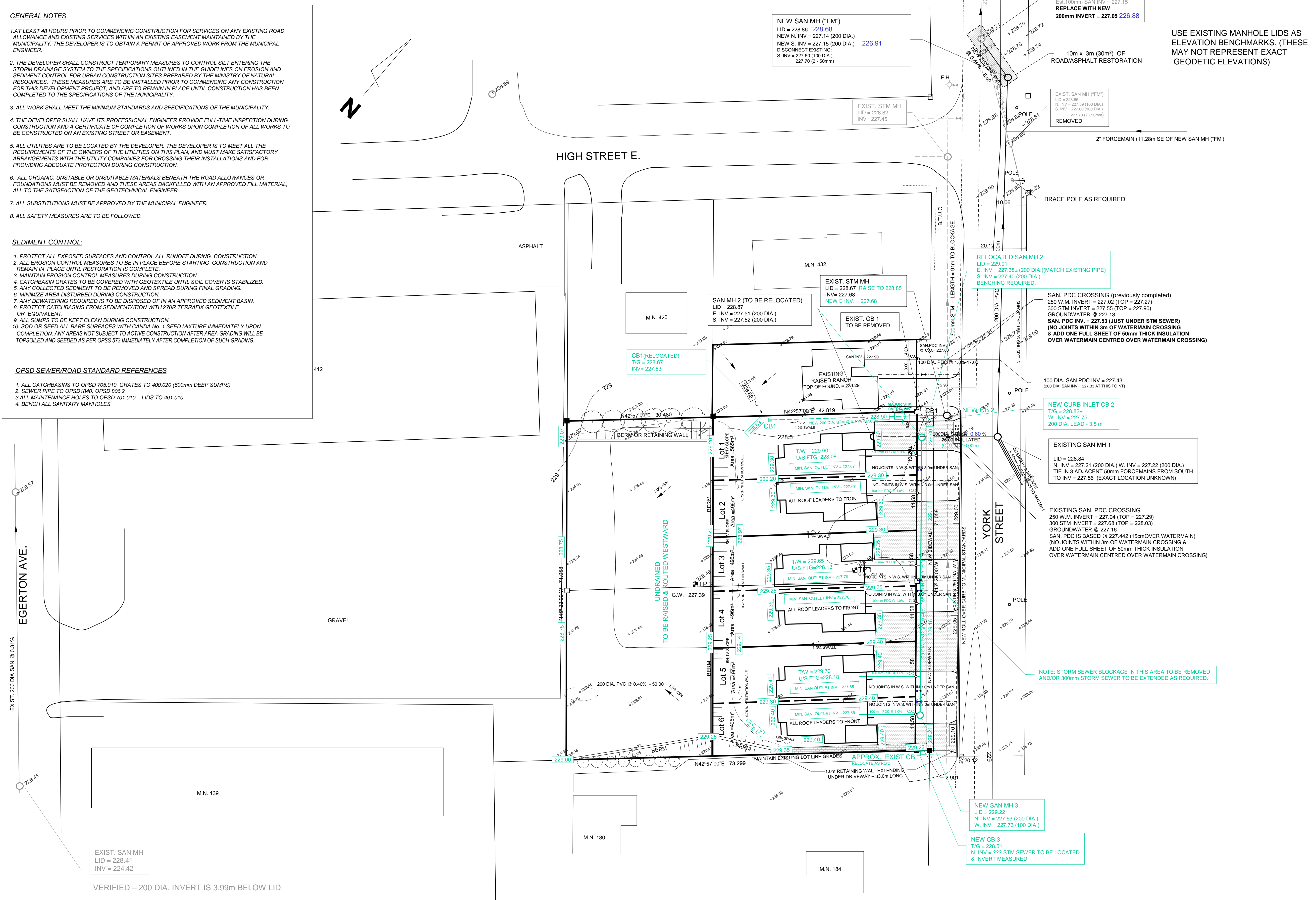
1. PROTECT ALL EXPOSED SURFACES AND CONTROL ALL RUNOFF DURING CONSTRUCTION.
2. ALL EROSION CONTROL MEASURES TO BE IN PLACE BEFORE STARTING CONSTRUCTION AND REMAIN IN PLACE UNTIL RESTORATION IS COMPLETE.
3. MAINTAIN EROSION CONTROL MEASURES DURING CONSTRUCTION.
4. CATCHBASIN GRATES TO BE COVERED WITH GEOTEXTILE UNTIL SOIL COVER IS STABILIZED.
5. ANY COLLECTED SEDIMENT TO BE REMOVED AND SPREAD DURING FINAL GRADING.
6. MINIMIZE AREA DISTURBED DURING CONSTRUCTION.
7. ANY DEWATERING REQUIRED IS TO BE DISPOSED OF IN AN APPROVED SEDIMENT BASIN.
8. PROTECT CATCHBASINS FROM SEDIMENTATION WITH 270R TERRAFIX GEOTEXTILE OR EQUIVALENT.
9. ALL SUMPS TO BE KEPT CLEAN DURING CONSTRUCTION.
10. SOIL OR SEED ALL BARE SURFACES WITH CANADA No. 1 SEED MIXTURE IMMEDIATELY UPON COMPLETION. ANY AREAS NOT SUBJECT TO ACTIVE CONSTRUCTION AFTER AREA GRADING WILL BE TOPSOILED AND SEED AS PER OPS5 573 IMMEDIATELY AFTER COMPLETION OF SUCH GRADING.

OPSD SEWER/ROAD STANDARD REFERENCES

1. ALL CATCHBASINS TO OPSD 705.010. GRATES TO 400.020 (600mm DEEP SUMPS)
2. SEWER PIPE TO OPSD 1940. OPSD 806.2
3. ALL MAINTENANCE HOLES TO OPSD 701.010 - LIDS TO 401.010
4. BENCH ALL SANITARY MANHOLES



EGERTON AVE.
EXIST. 200 DIA SAN @ 0.31%



PART OF LOT 18 REGISTERED PLAN No. 147 (GEOGRAPHIC TOWN OF STRATHROY) NOW IN THE TOWNSHIP OF STRATHROY-CARADOC COUNTY OF MIDDLESEX

LOCATION:

No.	ISSUED/ REVISIONS	DATE	BY
0	FOR PRELIMINARY REVIEW	14-Feb-19	AWB
1	FOR PRELIMINARY REVIEW	25-Apr-19	AWB
2	MUNICIPAL REVIEW	29-Apr-19	AWB
3	FOR BUILDING PERMIT	13-May-19	AWB
4	LOWERED REAR BERM	14-May-19	AWB

SCALE = 1 : 400

- LEGEND**
- CB = PROPOSED 600 x 600 CATCHBASIN
 - MH = PROPOSED 1.2m DIA. MANHOLE
 - +100.00 = EXISTING ELEVATION (m)
 - 100.00 = PROPOSED ELEVATION (m)
 - = PROPERTY BOUNDARY
 - - - - = PROPOSED INFILTR. SWALE/PONDING ELEV.
 - = CORRUGATED STEEL PIPE
 - = DRAINAGE DIRECTION OR SWALE
 - = TEST PIT LOCATION
 - = TREES/SHRUBS (APPROXIMATE)
 - = EXISTING CONTOUR (0.25m INTERVAL)
 - = SWALE
 - F.H. = FIRE HYDRANT
 - W.V. = WATER VALVE
 - = WATER MAIN/SERVICE
 - X = 1.8m HIGH BOARD FENCE
 - C.O. = CLEANOUT

CLIENT:
MR. KEN TUPHOLME
386 Eilor Street
Strathroy, ON
N7G 2L4 519 495-2222

PROJECT:
SIX DUPLEX BUILDINGS

TITLE:
SERVICING PLAN & CONCEPT DUPLEXES

BOS Engineering & Environmental Services Inc.
40 Dornbrook Rd., London, Ontario N6K 3C8
Phone: 519 820-9987 Fax: 519 863-9098
Email: a.bos@sympatico.ca



PROJECT NO.: 1901-11 SHEET NO.: **1**

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