

The Corporation of the Municipality of Brockton



By-Law 2021-157

Being a By-Law to Authorize the Signing of a Limited Service Agreement With Christopher Snow and Shelley Dianne Snow for the Purpose of Maintaining Access of the Right of Way on Poechman Lane.

Whereas the *Municipal Act, 2001, S.O. 2001, c. 25*, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its council;

And Whereas the *Municipal Act, 2001, S.O. 2001, c. 25*, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9; shall be exercised by By-Law;

And Whereas the *Municipal Act, 2001, S.O. 2001, c. 25*, Section 23, as amended, provides that a Municipality may enter into an agreement with any person to construct, maintain and operate a private road or a private water or sewage works, including fire hydrants;

And Whereas Christopher Snow and Shelley Dianne Snow are the registered owners of the subject lands identified as PT LT 64 CON 1 SOR BRANT as in R363579; TN\ R363579; BROCKTON, and bearing parcel identifier number 33195-0285 (LT), Municipality of Brockton (former Brant Township) known locally as 52 Poechman Lane, and further enjoys access by means of a right of way to the subject-lands, such lane being Poechman Lane and legally identified as PT LT 6465 CON 1 SOR BRANT AS IN R292478 SIT R292478; BROCKTON and bearing parcel identifier number 33195-0289, Municipality of Brockton (former Brant Township);

And Whereas the Council for the Corporation of the Municipality of Brockton deems it expedient to enter into a Limited Services Agreement with Christopher Snow and Shelley Dianne Snow with respect to maintaining access of the right of way located at PT LT 6465 CON 1 SOR BRANT AS IN R292478 SIT R292478; BROCKTON and bearing parcel identifier number 33195-0289, Municipality of Brockton (former Brant Township) known Municipally as Poechman Lane;

And Whereas the Corporation of the Municipality of Brockton is prepared to issue a building permit for the subject lands as aforesaid provided that the owner first enters into an agreement acknowledging that there are limited municipal services provided to the lands by means of the above mentioned Poechman Lane, and agreeing not to demand municipal services from the Municipality.

Now Therefore the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That the Corporation of the Municipality of Brockton Council hereby enter into a Limited Service Agreement with Christopher Snow and Shelley Dianne Snow which is attached as "Schedule A" and forms part of this By-Law;
- 2.0 The execution by the Mayor and Clerk of said agreement dated November 23, 2021, between the Corporation of the Municipality of Brockton and Christopher Snow and Shelley Dianne Snow is hereby authorized, ratified, and confirmed.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "Snow (Poechman Lane) Limited Service Agreement By-Law".

Read, Enacted, Signed and Sealed this 23rd day of November, 2021.

Mayor – Chris Peabody

Clerk – Fiona Hamilton

LIMITED SERVICE AGREEMENT

This **AGREEMENT** made in DUPLICATE this 23rd day of November 2021
BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

Hereinafter called the "**Municipality**"
of the First Part,

and

CHRISTOPHER SNOW AND SHELLEY DIANNE SNOW

Hereinafter called the "**Owner**"
of the Second Part.

WHEREAS the owner herein represents that they are the registered owners of PT LT 64 CON 1 SDR BRANT as in R363579; T/W R363579; BROCKTON, and bearing parcel identifier number 33195-0285 (LT), Municipality of Brockton (former Brant Township) known locally as 52 Poechman Lane and hereinafter referred to as the "subject lands".

AND WHEREAS the owner enjoys access by means of a right of way to the subject lands for all purposes included amongst which are ingress and egress, such right of way being Poechman Lane, more particularly described PT LT 64-65 CON 1 SDR BRANT AS IN R292478 S/T R292478; BROCKTON and bearing parcel identifier number 33195-0289, Municipality of Brockton (former Brant Township) and hereinafter referred to as "Poechman Lane".

AND WHEREAS the owner enjoys access to the subject lands by means of Poechman Lane for the existing seasonal cottage dwelling where a building permit application has been submitted for foundation replacement.

AND WHEREAS the aforesaid Poechman Lane being a right of way requires a limited service agreement between the parties to satisfy the provisions of the Municipal Zoning By-Law 2013-26 including section 3.24 and the Bruce County Official Plan.

AND WHEREAS the Municipality is prepared to issue a building permit for the subject lands as aforesaid provided that the owner first enters into an agreement acknowledging that there are limited municipal services provided to the lands by means of the above mentioned Poechman Lane, and agreeing not to demand municipal services from the Municipality.

AND WHEREAS section 23 of the *Municipal Act, 2001*, S.O. 2001, c. 25, agreements respecting private services allows a Municipality to enter into an agreement with any person to construct, maintain and operate a private road or a private water or sewage works, including fire hydrants.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter set out, the parties hereby agree as follows:

1. a) The owner acknowledges that they have chosen to access to the subject lands by way of Poechman Lane with limited municipal services including but not limited to no winter maintenance under the jurisdiction of the Municipality.
- b) The owner acknowledges that the said Poechman Lane is a right of way and is not maintained by the Municipality.

- c) The owner covenants and agrees that no demand will be made upon the Municipality for the provision of access to the subject lands either by way of improved maintenance to Poechman Lane or by way of the establishment of another road.
2. The owner hereby acknowledges that the subject lands has limited municipal services to date.
3. a) The owner hereby agrees not to make any demands at any time upon the Municipality for any municipal services of whatsoever nature and kind that are limited to the subject lands.
 - b) Without in any way limiting the generality of the expression "municipal services" the type of services which will not be demanded shall include: Fire protection when weather and site conditions do not permit the safe entry of fire trucks, garbage collection, drainage works, road maintenance, snow clearance, street lighting, sidewalk, curbs, gutters, tree planting or any other service whatsoever other than the ones mentioned above.
4. a) The owner acknowledges that this agreement is designed to permit the Municipality to determine the future provisions of municipal services to various parts of the Municipality and to discourage haphazard development or developments which make the provisions of municipal services difficult and costly.
 - b) The owner further acknowledges and agrees that no severance or building permit shall be issued to the owner until this agreement has been signed by the owner.
 - c) The owner acknowledges that the completion of this agreement shall in no way guarantee a building permit from the Municipality and acknowledges that an application for a permit must comply with the Building Code Act, the Building Code and all other applicable laws.
5. This instrument constitutes the entire agreement between the Municipality and the Owner. It shall not be amended, altered or changed except by written agreement hereto. This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original but such counterparts together shall constitute but one and the same agreement.
6. The Owner hereby consents to the registration of this Agreement, together with any schedules hereto, upon the title to the Lands. The Owner agrees to pay to the Municipality the cost of registration of this Agreement, as well as any further costs incurred by the Municipality as a result of the registration of any other documents pertaining to this Agreement.
7. If the development proposed by this Agreement is not commenced within one (1) year from the date of the execution of this Agreement, the Municipality may, at its sole option and on thirty (30) days notice to the Owner, declare this Agreement null and void and of no further force or effect and the Owner shall not be entitled to any refund of fees, levies or other charges paid by the Owner pursuant to this Agreement.
8. This agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
9. The owner covenants and agrees to inform all potential purchasers or other persons acquiring the land of the existence of this agreement and agrees to use his/her best efforts to obtain from such persons an acknowledgment in writing that they are aware of and bound by the terms of this agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date above first written.

SIGNED, SEALED AND DELIVERED
in the presence of



Title - Owner
Name - Christopher Snow
Date - 11/17/21



Title - Owner
Name - Shelley Dianne Snow
Date - 11/17/21

**THE CORPORATION OF THE
MUNICIPALITY OF BROCKTON**

Title - Mayor
Name - Chris Peabody

Title - Clerk
Name - Fiona Hamilton