

The Corporation of the Municipality of Brockton



By-Law 2025-043

Being a By-Law to Authorize the Signing of a Limited Service Agreement With George Stewart Carnegie for the Purpose of Maintaining Access of 191 Pearl Lake Road 1

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 George Stewart Carnegie is the registered owner of the subject lands identified as PT LT 32-33 CON 6 BRANT AS IN R339710; S/T & T/W R339710 EXCEPT T/W OVER LANDS AS DESCRIBED IN R330154; BROCKTON, bearing parcel identifier number (PIN) 33194-0027, Municipality of Brockton (Brant Township) and known locally as 191 Pearl Lake Road 1 and hereinafter referred to as the Subject Lands;

And Whereas George Stewart Carnegie 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 Pearl Lake Road 1, more particularly described as Instrument R339710, and hereinafter referred to as "Pearl Lake Road 1".

And Whereas the Council for the Corporation of the Municipality of Brockton deems it expedient to enter into a Limited Service Agreement with George Stewart Carnegie, as required under the Municipal Zoning By-Law 2013-26, with respect to the construction of a proposed seasonal single detached residential dwelling to replace the existing seasonal dwelling;

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 Subject Lands by means of the above mentioned Pearl Lake Road 1 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 George Stewart Carnegie 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 May 1, 2025, between the Corporation of the Municipality of Brockton and George Stewart Carnegie 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 "Carnegie Limited Service Agreement By-Law".

Read, Enacted, Signed and Sealed this 13th day of May, 2025.

Mayor – Chris Peabody

Director of Legislative and Legal Services (Clerk) –
Fiona Hamilton

LIMITED SERVICE AGREEMENT

This **AGREEMENT** made in DUPLICATE this 1st day of MAY 2025
BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

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

and

GEORGE STEWART CARNEGIE

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


WHEREAS the Owner herein represents that they are the registered owners of PT LT 32-33 CON 6 BRANT AS IN R339710; S/T & T/W R339710 EXCEPT T/W OVER LANDS AS DESCRIBED IN R330154; BROCKTON, bearing parcel identifier number (PIN) 33194-0027, Municipality of Brockton (Brant Township) and known locally as 191 Pearl Lake Road 1 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 Pearl Lake Road 1, more particularly described as in Instrument R339710, and hereinafter referred to as "Pearl Lake Road 1".

AND WHEREAS the Owner enjoys access to access the Subject Lands from Pearl Lake Road 1 for the construction of a proposed seasonal single detached residential dwelling to replace the existing seasonal dwelling on the Subject Lands.

AND WHEREAS the aforesaid Pearl Lake Road 1 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 availability of municipal services such as winter maintenance, fire protection when site conditions and weather do not permit the safe entry of municipal fire services including fire trucks, garbage collection, drainage works, road maintenance, snow clearance, street lighting, sidewalk, curbs, gutters, tree planting, water or sanitary services or any other service that may be provided by the Municipality may be limited due to access to the Subject Lands by Pearl Lake Road 1 and these municipal services shall be hereinafter referred to as "Limited Municipal Services".



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 Subject Lands by means of the above mentioned Pearl Lake Road 1 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 the Subject Lands by way of Pearl Lake Road 1 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 Pearl Lake Road 1 is a right of way and is not owned or maintained by the Municipality, and that the right of way does not confer any right of access to 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 Pearl Lake Road 1 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 site conditions and weather do not permit the safe entry of municipal fire emergency response vehicles, garbage collection, drainage works, road maintenance, snow clearance, street lighting, sidewalk, curbs, gutters, tree planting, municipal water or sanitary services or any other service whatsoever.
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

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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, 1992, S.O. 1992, c.23, the Ontario 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 Municipality makes no representation with respect to any existing municipal services that may be provided by the Municipality or any services provided by third parties to the Subject Lands.
 - 7. The Owner hereby consents to the registration of this Agreement, together with any schedules hereto, upon the title to the Subject 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.
 - 8. 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.
 - 9. This agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
 - 10. The Owner covenants and agrees to inform all potential purchasers or other persons acquiring the Subject Lands of the existence of this agreement and agrees to use their 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.



Limited Service – Draft Municipal Road

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SIGNED, SEALED AND DELIVERED
in the presence of



Title - Owner

Name *GEORGE CARNEGIE*

Title - Owner

Name

THE CORPORATION OF THE
MUNICIPALITY OF BROCKTON

Title - Mayor

Name – Chris Peabody

Title – Clerk

Name – Fiona Hamilton