

The Corporation of the Municipality of Brockton



By-Law 2021-058

Being a By-Law to Authorize the Signing of a Limited Service Agreement With Adam Lippert for the Purpose of Construction on 203 Cargill Road Related to Interior Renovation and Repair Work.

Whereas The Council for the Corporation of the Municipality of Brockton deems it expedient to enter into a Limited Service Agreement with Adam Lippert with respect to construction on lands legally described as Plan 2 Range 1 Part Lots 6 to 8 Reference Plan 3R9525 Part 2 Roll no. 41-04-360-005-039-80 in the Municipality of Brockton (geographic Town of Walkerton) related to property access in order to construct a proposed single family residential dwelling;

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 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 Adam Lippert which is attached as "Schedule A" and forms part of this By-Law;
- 2.0 That the Mayor and Clerk are hereby authorized to execute the Agreement between the Corporation of the Municipality of Brockton and Adam Lippert as well as any other associated documentation.
- 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 "Lippert Limited Service Agreement By-Law".

Read, Enacted, Signed and Sealed this 27th day of April, 2021.

Mayor – Chris Peabody

Clerk – Fiona Hamilton

LIMITED SERVICE AGREEMENT

This **AGREEMENT** made in DUPLICATE this ____ day of _____ 2021
BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

Hereinafter called the “**Municipality**”
of the First Part,

and

Adam Lippert

Hereinafter called the “**Owner**”
of the Second Part.

WHEREAS the owner herein represents that they are the registered owners of Plan 2 Range 1 Part Lots 6 to 8 Reference Plan 3R9525 Part 2 Roll no. 41-04-360-005-039-80 in the Municipality of Brockton (geographic Town of Walkerton) and hereinafter referred to as the subject lands.

AND WHEREAS the owner enjoys access by means of a municipal lane to the subject lands for all purposes included amongst which are ingress and egress, such lane being Bruce Lane, Part of Lot 9, Range 2, Plan 2, more particularly described as Part 3 on Reference Plan 3R-4283, Municipality of Brockton (geographic Town of Walkerton) and hereinafter referred to as “Bruce Lane”.

AND WHEREAS the owner wishes to access the subject lands from Bruce Lane for the construction of a proposed single family residential dwelling.

AND WHEREAS the aforesaid Bruce Lane forming part of the municipal road system of the Municipality has no winter maintenance and limited road maintenance, as such the development of the subject lands 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 Bruce Lane, and agreeing not to demand municipal services from the Municipality because of the access route chosen by the owner.

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 land by way of a Bruce Lane with limit municipal services including but not limited to no winter maintenance under the jurisdiction of the Municipality.
- b) The owner acknowledges that the said Bruce Lane is not maintained to an acceptable road standard, any future maintenance, repair and/or improvements to Bruce Lane is subject and conditional to municipal consent for the scope and expense of the work. If no funding is available by the Municipality the maintenance, repair and/or improvements to Bruce Lane shall be completed at the sole expense of the owner.

- c) The owner covenants and agrees that no demand will be made upon the Municipality for the provision of access to the lands either by way of improved maintenance to Bruce Lane or by way of the establishment of another road.
 - d) The owner acknowledges that they are responsible for obtaining winter maintenance on Bruce Lane which provides access to the subject lands.
 - e) The owner covenants and agrees they will not make improvements or changes to Bruce Lane owned by the Municipality without first obtaining the consent of the Municipality in writing.
2. The owner hereby acknowledges that the subject land 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 one mentioned above.
 - c) With respect to municipal services available to the subject lands from Bruce Lane, such as the potential connection to municipal water and sanitary sewer services. The Municipality assumes no responsibility for ensuring the adequacy or availability of services on Bruce Lane to service the subject lands. The owner shall at their own expense be solely responsible for providing the necessary or required municipal services to the subject lands. The Municipality assumes no responsibility for maintenance and/or repair of municipal services installed on Bruce Lane. Consent in writing by the Municipality shall be obtained prior to the installation, maintenance or repair of municipal services on Bruce Lane.
 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 sixty (60) 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 -
_____	Name - Adam Lippert
_____	Title -
_____	Name – Matthew and Jaqueline Preece
_____	THE CORPORATION OF THE MUNICIPALITY OF BROCKTON
_____	Title - Mayor
_____	Name – Chris Peabody
_____	Title – Clerk
_____	Name – Fiona Hamilton