

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 1999-27

**Being a By-law to authorize the signing of an Agreement with
Christopher Antoni Uszynski & Deborah Lynn Uszynski
to allow for the installation and maintenance of a
holding tank at 430 Lakewood Drive**

WHEREAS a sanitary sewer is scheduled to be installed in the Lakeshore area of the former Malden Township, and;

WHEREAS Christopher Antoni Uszynski and Deborah Lynn Uszynski are building a home at 430 Lakewood Drive and plan to occupy the home prior to the date that the sanitary sewers will be ready for use and;

WHEREAS the Health Unit will approve a temporary holding tank provided that an agreement is in place between the property owner and the municipality and;

WHEREAS the Town solicitor has drafted an agreement which has been approved by the Health Unit;

**NOW THEREFORE THE CORPORATION OF THE TOWN OF AMHERSTBURG
HEREBY ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk be and they are hereby authorized to execute the Agreement dated April 20, 1999 authorizing the installation and maintenance of a temporary holding tank at 430 Lakewood Drive, a copy of which is attached hereto and forms a part of this By-law.
2. This by-law shall come into force and effect on this final passing thereof.


MAYOR


CLERK

First Reading - April 26, 1999

Second Reading - April 26, 1999

Third Reading - April 26, 1999

AGREEMENT

THIS AGREEMENT made the day and year below written.

BETWEEN:

THE CORPORATION OF THE TOWN OF AMHERSTBURG

hereinafter called the "Town" of the First Part

- and -

CHRISTOPHER ANTONI USZYNSKI & DEBORAH LYNN USZYNSKI

hereinafter called the "Owners" of the Second Part

WHEREAS the Owners are desirous of building a single family residence upon their property legally described as Lots 138 and 140, Plan 1191, (former Township of Malden), now in the Town of Amherstburg and municipally known as 430 Lakewood Drive, Amherstburg, Ontario;

AND WHEREAS municipal sewers are not yet available, but the Town and the Owners expect that the same will be available within a reasonable length of time;

AND WHEREAS the **Ontario Building Code Act, Section 8.8.1.2** makes provision for the installation of a Class 5 sewage system as an interim measure for a lot or parcel of land to permit the construction of a single family dwelling thereon, until municipal sewers are available, provided that the municipality undertakes to ensure the continued operation of an approved haulage system until the municipal sewers are available;

AND WHEREAS the Owners have agreed to guarantee to the Town payment for all expenses related to the installation, operation, and maintenance of said system until municipal sewers are available;

AND WHEREAS the Town has duly considered that municipal sewers will be available within a reasonable time.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and provisos herein contained, the parties hereto agree with one another as follows:

1. The recitals above set out are true and incorporated in this Agreement as fully and effectually as if repeated in full in the body hereof.

2. The Town and the Owners acknowledge and agree that the Ontario Building Code Act, 1987 provides as follows:

“8.8. Class 5 Sewage Systems

8.8.1.2 Acceptable Installation

(1) A Class 5 sewage system may be installed in the following circumstances:

(e) as an interim measure for a lot or parcel of land until municipal sewers are available, provided that the municipality undertakes to ensure the continued operation and an approved *hauled sewage system* until the municipal sewers are available.

(2) Where a Class 5 sewage system is installed, a written agreement for the disposal of *sanitary sewage* from the sewage system shall be entered into with a *hauled sewage system operator*.”

3. The Owners agree to apply for and comply with all requirements, including the payment thereof, of a Class 5 sewage system for installation upon their property as an interim measure for the construction of their single family dwelling until municipal sewers are available.

4. The Town hereby undertakes to ensure the continued operation of an approved haulage system until the municipal sewers are available.

5. The Owners hereby warrant and guarantee that the Town shall be held harmless from any costs whatsoever in connection with the said Class 5 sewage system, including the operation and maintenance thereof from the date of installation thereof until the date of completion of the municipal sewers, in accordance with all requirements of the Ontario Building Code, 1997.

6. In the event of default by the Owners with regard to any and all provisions of this Agreement and all applicable legislation, they hereby agree to permit the Town to collect any and all costs incurred by the Town in connection therewith in the same manner as the Town collects property taxes and arrears, including interest and legal costs.

IN WITNESS WHEREOF the parties hereto have hereunto executed the within agreement this 9th day of April, 1999.

SIGNED, SEALED AND DELIVERED)

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Per: _____
Wayne Hurst, Mayor

Per: _____
David Mailloux, Clerk

We have authority to bind the corporation

Christopher Antoni Uszynski

Deborah Lynn Uszynski