

**THE CORPORATION OF THE TOWN OF AMHERSTBURG  
BY-LAW NO. 2020-011**

**By-law to authorize the execution of a  
Drainage Agreement between 1078217 Ontario Limited & 1027579 Ontario Limited  
and the Corporation of the Town of Amherstburg**

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**WHEREAS** 1078217 Ontario Limited & 1027579 is the registered owner of the lands described as part of Lots 12 and 13, Concession 1 Anderdon designated as Parts 4 and 7, Plan 12R-22789; and 1027579 Ontario Limited is the registered owner of the lands described as part of Lots 11 and 12, Concession 1 Amherstburg (formerly Anderdon) designated as Part 5, Plan 12R-18129, save and except Parts 2, Plan 12R-22789; all in the Town of Amherstburg, in the County of Essex and Province of Ontario (hereinafter referred to as the "Subject Lands");

**AND WHEREAS** the Corporation of the Town of Amherstburg have settled with 1078217 Ontario Limited and 1027579 Ontario Limited the requirements for the provisions of drainage works within the area, which requirements are set out in the agreement hereto annexed;

**NOW THEREFORE** the Corporation of the Town of Amherstburg enacts as follows:

1. That the Corporation of the Town of Amherstburg enter into a Drainage Agreement with 1078217 Ontario Limited and 1027579 Ontario Limited in the form annexed hereto, and the Mayor and Clerk be and they are hereby authorized to sign the original and copies thereof and affix the Corporate Seal thereto.
  
2. This By-law shall come into force and effect on the date of final passage hereof.

Read a first, second and third time and finally passed this 27<sup>th</sup> day of January, 2020.

DEPUTY   
MAYOR - ALDO DICARLO - LEO MELOCHE  
  
CLERK - PAULA PARKER

## AGREEMENT

THIS AGREEMENT made in quadruplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BETWEEN:           **1078217 ONTARIO LIMITED** and  
                          **1027579 ONTARIO LIMITED**

(hereinafter collectively called the "**Developers**")

OF THE FIRST PART;

-and-

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

(hereinafter called the "**Town**")

OF THE SECOND PART;

**WHEREAS** 1078217 Ontario Limited and 1027579 Ontario Limited are the registered owner of the lands described as part of Lots 12 and 13, Concession 1 Anderdon designated as Parts 4 and 7, Plan 12R-22789; and 1027579 Ontario Limited is the registered owner of the lands described as part of Lots 11 and 12, Concession 1 Amherstburg (formerly Anderdon) designated as Part 5, Plan 12R-18129, save and except Parts 2, Plan 12R-22789; all in the Town of Amherstburg, in the County of Essex and Province of Ontario (hereinafter referred to as the "**Subject Lands**");

**AND WHEREAS** the Town of Amherstburg is the municipality within which the Subject Lands lie, and has jurisdiction and authority pursuant to the provisions of the Planning Act and the Municipal Act, 2001 to regulate various aspects of land use and development, including both temporary and permanent drainage works;

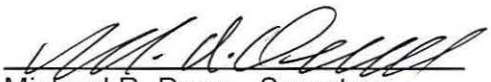
**NOW THEREFORE** this Agreement witnesseth that in consideration of the mutual covenants herein contained and the sum of \$5.00 now paid by the Developers to the Town, the parties hereto hereby agree as follows:

1. The Town and Developers acknowledge and agree that development agreements relating to the development of lands adjacent to the Subject Lands, both presently in effect and in future, require and/or will require the installation of temporary and permanent phased stormwater management facilities. The stormwater management plan(s) for such development(s) require the construction of temporary drainage ditches to link the fully serviced lands with the permanent stormwater management pond (hereinafter referred to as the "**SWM Pond**") located on the Subject Lands, which temporary drainage ditches run or will run through the Subject Lands. As subsequent phases of the overall development are developed, the temporary drainage ditches will be replaced by permanent storm sewers and road surfaces.
2. The Developers covenant and agree to construct and maintain such temporary drainage ditches and the SWM Pond in accordance with the approved storm water management plan(s) for such development(s), and shall ensure that such temporary drainage ditches and SWM Pond perform their intended functions, all at their own expense.
3. The Town shall have the right and licence to enter upon the Subject Lands to the extent necessary to inspect such temporary drainage ditches and the SWM Pond from time to time.


4. Should the Developers fail to maintain such temporary drainage ditches and the SWM Pond to the extent necessary to ensure the proper functioning of the same in accordance with the requirements of the approved stormwater management plan(s), the Town shall further have the right and licence to enter upon the Subject Lands to the extent necessary to perform such maintenance as agent of the Developers, all at the expense of the Developers and without liability for damage and without being deemed to have assumed such obligations.
5. The Developers will provide to the Town upon execution of this Agreement security in the sum of \$30,000.00 in the form of a cash deposit, or in the form of an irrevocable letter of credit drawn on a Canadian chartered bank in a form acceptable to the Town, to secure the obligations of the Developers to maintain such temporary drainage ditches until such time as the said temporary drainage ditches have been entirely replaced by permanent storm sewers, whereupon such security shall be released or returned to the Developers, as the case may be, without interest.
6. This Agreement shall be binding upon and enure to the benefit of the parties hereto, their successors and assigns, and shall be specifically binding upon the successors in title to those portions of the Subject Lands upon which the temporary drainage ditches and SWM Pond lie.

DATED this 27th day of January, 2020

**1078217 ONTARIO LIMITED**


Per   
 Michael R. Dunn - Secretary  
*I have authority to bind the Corporation*


**1027579 ONTARIO LIMITED**

Per   
 Michael R. Dunn - President  
*I have authority to bind the Corporation*

DATED this 27th day of January, 2020

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

Per  ~~Aldo DiCarlo~~ DEPUTY Mayor <sup>AS</sup>  
 LEO MELOCHE

Per  Paula Parker, Clerk

*We have authority to bind the Corporation*