



Hamilton

City Hall, 71 Main Street West  
Hamilton, Ontario,  
Canada L8P4Y5  
www.hamilton.ca

The Matter of Section 250.1 of the Municipal Act, 2001, S.O. 2001

-and-

IN THE MATTER of the following work:

Sanitary Sewer on Hopkins Court from York Road to Ernest Street, in the City of Hamilton

-and-

Sanitary Private Drains pursuant to the Municipal Act 2001,

I certify that the above described work is "Sufficiently Petitioned For".

Dated this 24<sup>th</sup> day of January 2020.

A handwritten signature in cursive script, appearing to read "A. Holland", written over a horizontal line.

Andrea Holland  
City Clerk

HOPKINS COURT SANITARY SEWER EXTENSION (PROPERTY OWNERS)							January 20, 2020		
No.	STREET NAME	FIRST NAME	SECOND NAME	MAILING ADDRESS	CITY PROV	POSTAL CODE	No Signature	Assessment	Sufficiency
69	Hopkins Court	HOSIE REID	HOSIE YVETTE MARIE	69 Hopkins Crt	DUNDAS ON	L9H 5M7	Special Service Agreement	\$532,000	\$532,000
73	Hopkins Court	CUMMINS DAVID WILLIAM	CUMMINS CATHERINE ANN	73 HOPKINS CRT	DUNDAS ON	L9H 5M7		\$422,000	\$422,000
74	Hopkins Court	LODEWYKS DAVID	LODEWYKS ROBERTA	74 Hopkins Crt	DUNDAS ON	L9H 5M8		\$482,000	\$482,000
77	Hopkins Court	YOUNG ROBERT STANLEY	YOUNG MARY ELIZABETH	77 Hopkins Crt	DUNDAS ON	L9H 5M7		\$453,000	\$453,000
78	Hopkins Court	WOODS SHANNON	BOTTER JOHN ESTATE	78 Hopkins Crt	DUNDAS ON	L9H 5M8		\$457,000	\$457,000
81	Hopkins Court	CHRISTIANSEN GUNNAR	CHRISTIANSEN ROSA	81 Hopkins Crt	DUNDAS ON	L9H 5M7	X (one owner signed)	\$550,000	\$0
83	Hopkins Court	ISABELLE BRIAN FREDERICK		83 Hopkins Crt	DUNDAS ON	L9H 5M7	X	\$496,000	\$0
84	Hopkins Court	BELL RUSSELL ARTHUR	BELL SALLY OLIVIA	84 Hopkins Crt	DUNDAS ON	L9H 5M8	Special Service Agreement	\$548,000	\$548,000
		Signed				Total		\$3,940,000	\$2,894,000
		Not Signed							
		Total							
		% of Signed		75.00%		% of Value			73.45%



Hamilton

Public Works  
Department

## Memorandum

**Date:** January 21, 2020

**To:** Lisa Barroso, Manager  
Records & Freedom of Information

**From:** Taufeek Ameer  
Project Manager, Design Section  
Engineering Services, Public Works

**Subject:** Hopkins Court - Sanitary Sewer Petition

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Please have the following project signed and sealed accordingly as "Sufficiently Petitioned For" under the Municipal Act, 2001 and the City of Hamilton Funding Methodology for Municipal Infrastructure Extensions Policy.

Sanitary Sewer on Hopkins Court from York Road to Ernest Street, in the City of Hamilton.

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Properties abutting project:	8
Properties petitioned for project:	6

Percentage petitioned for project:	75.0%
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Assessment abutting project:	\$3,940,000
Assessment petitioning for project:	\$2,894,000

Percentage assessment petitioning for project:	73.45%
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 Jan. 21, 2020

Taufeek Ameer

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Verified By

HOPKINS COURT SANITARY SEWER EXTENSION (PROPERTY OWNERS)						January 21, 2020			
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84	Hopkins Court	BELL RUSSELL ARTHUR	BELL SALLY OLIVIA	84 Hopkins Crt	DUNDAS ON	L9H 5M8	Special Service Agreement	\$548,000	\$548,000
		Signed		6				Total	
		Not Signed		2				\$3,940,000	
		Total		8				\$2,894,000	
		% of Signed		75.00%				% of Value	
								73.45%	



320 - 77 James Street North  
Hamilton ON Canada  
L8R 2K3 www.hamilton.ca

Public Works Department  
Engineering Services Division  
Design Section

October 7, 2019

Dave Lodewyks  
74 Hopkins Crt  
Hamilton, ON L9H 5M8

Dear Mr. Lodewyks ,

**Property Owner Initiated Request for Hopkins Crt Sanitary Sewer Extensions  
(Funding Methodology for Municipal Infrastructure Extensions Policy)**

As requested, please accept this petition package for the municipal sanitary sewer extension on Hopkins Crt (the "extensions").

Package includes:

1. Petition Notice and Petition Signature Sheet (sent to all property owners)
2. Estimated Cost Calculations
3. Hopkins Crt (Property Owners) Sheet
4. Requestor Personal Information Consent Form
5. Requestor Solemn Declaration Form

In accordance with the City's *Funding Methodology for Municipal Infrastructure Extension Policy*, a "Petition Notice" has been mailed to all properties, including your property, which benefit or will potentially benefit from the sanitary sewer extension. Attached to the letter is a "Petition Signature Sheet" which must be signed by all the owners in favour of the construction and cost of the sanitary sewer extension.

Your responsibility is to ensure that all the property owners have read and understand the "Petition Notice" before they sign the Petition Signature Sheet. You must witness each owner's signature and also sign each sheet as a witness.

- Visit each property owner and if you have attempted but were unable to do this for any property please note this beside the property address on the "Property Owners' Sheet" provided to you.
- If you have reason to believe that the ownership of any property has recently changed please note this beside the property address on the "Property Owners' Sheet" provided to you.

...over



320 - 77 James Street North  
Hamilton ON Canada  
L8R 2K3 www.hamilton.ca

Public Works Department  
Engineering Services Division  
Design Section

When the circulation is complete, you must return:

1. All the property owners' signed Petition Signature Sheets
2. The Hopkins Crt (Property Owners) Sheet
3. The Requestor Personal Information Form
4. Requestor Solemn Declaration Form

To:  
City of Hamilton  
Public Works - Engineering Services Division  
77 James Street North, Suite 320  
Hamilton, ON  
L8R 2K3  
Attention: Taufeeq Ameer

The City will then determine if the petition has been signed by at least 2/3 of the property owners that represent at least 50% of the assessed value of all of the properties.

Once the City has certified the sufficiency of the petition, no person may add or withdraw their signature.

Following certification, this Department will prepare a report to the Chair and Members of the Public Works Committee with recommendation on funding to the "Hopkins Crt" **Sanitary Extensions**" project. Subject to Council approval, this project will proceed in accordance with the City's policy.

Please contact me, if you or any property owner has any questions or require any additional information or, at (905) 546-2424 Ext. 2818.

Respectfully,

A handwritten signature in black ink, appearing to read "Taufeeq Ameer", with the date "oct-7/2019" written below it.

Taufeeq Ameer, P.Eng.  
Project Manager, Design Section

cc: Susan Jacob, Manager, Design Section, Public Works  
Councillor Arlene VanderBeek, Ward 13

**REQUESTOR PERSONAL INFORMATION CONSENT FORM**

**Property Owner Initiated Request for  
Hopkins Crt Sanitary Sewer Extension**

***(Funding Methodology for Municipal Infrastructure Extensions Policy)***

This Consent Form serves as your consent, in accordance with the *Municipal Freedom and Information and Protection of Privacy Act*, to the City of Hamilton for the collection, use and disclosure of personal information for the purpose of a property owner initiated request for infrastructure extensions. As the requestor, provision of your personal information to the City of Hamilton is voluntary. However, refusal to provide the personal information requested will mean that your request will not proceed.

Your personal contact information will be collected and used by the City of Hamilton to administer the City's Funding Methodology for Municipal Infrastructure Extensions Policy. This includes disclosing your personal contact information to all property owners who benefit or potentially benefit from the infrastructure extensions.

I acknowledge that I have read and understand this Consent Form and agree to the terms set out above.

Signature:  \_\_\_\_\_

Print Name: David Lodewyck

**Notice of Collection of Personal Information  
pursuant to the *Municipal Freedom of Information and Protection of Privacy of  
Act (MFIPPA)***

The collection of your personal contact information is under the legal authority of the *Municipal Act, 2001* and the City of Hamilton Funding Methodology for Municipal Infrastructure Extensions Policy (the "Policy").

The information will be used for the purpose of administering the Policy.

For more information contact:

Taufeek Ameer at (905) 546-2424 ext. 2818

**REQUESTOR SOLEMN DECLARATION**

**Property Owner Initiated Request for  
Hopkins Crt Sanitary Sewer Extensions**

***(Funding Methodology for Municipal Infrastructure Extensions Policy)***

I, David Lodowick, solemnly declare that:

1. I attempted to circulate the attached petition to all of the addresses listed in the petition.
2. I ensured that each property owner who signed the petition reviewed the "Petition Notice" that was sent to them by mail;
3. I witnessed each signature as it was being made.

I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Declared before me

at the City of Hamilton

this day 20 of January, 2020



A Commissioner, etc.

Lisa Barroso,  
a Commissioner, etc.,  
Province of Ontario for the City of Hamilton.

Expires June 12, 2021



Requestor

The making of a false or fraudulent declaration is an offence under the *Criminal Code of Canada* and upon conviction could carry penalties including fines or imprisonment.



**PETITION SIGNATURE SHEET**  
"PROPERTY OWNERS IN FAVOUR OF THE HOPKINS COURT SANITARY SEWER PETITION"

74 Hopkins Ct  
Hamilton, ON  
L9H 5M8

I have read and understand the attached letter entitled:

**PETITION NOTICE**

"Property Owner Initiated Request for Hopkins Court Sanitary Sewer Extension".

If in favour of the construction and cost of the extension please sign, date and print your full name below.

Signature(s) of Registered Property Owner(s)

  
\_\_\_\_\_

Date: Dec 23, 2019

Date: Dec 23, 2019

Print Name(s):

David Lodewyckx  
Roberta Lodewyckx

**Notes:**

- The petition must be signed by the property owners registered on title.
- If there is more than one registered property owner of a property, all must sign.
- If there is a corporate registered property owner, the corporate seal must be affixed to the signature.

Signature of Witness:

  
\_\_\_\_\_

Print Name:

Abigail Pot  
\_\_\_\_\_

Date

12/23/2019  
\_\_\_\_\_

<p><b>PETITION SIGNATURE SHEET</b>  <b>"PROPERTY OWNERS IN FAVOUR OF THE HOPKINS COURT SANITARY SEWER PETITION"</b></p>	
<p>77 Hopkins Ct Hamilton, ON L9H 5M7</p>	
<p>I have read and understand the attached letter entitled:  <b>PETITION NOTICE</b>          "Property Owner Initiated Request for Hopkins Court Sanitary Sewer Extension".</p>	
<p>If in favour of the construction and cost of the extension please sign, date and print your full name below.</p>	
<p>Signature(s) of Registered Property Owner(s)</p>	
<p><i>Mary E Young</i>  <i>Mary E Young</i></p>	<p>Date: <u>Jan 20-2020</u></p>
<p><i>Mary E Young</i>  <i>Mary E Young</i></p>	<p>Date: <u>Jan 20-2020</u></p>
<p>Print Name(s):  <u>ROBERT S YOUNG</u></p>	
<p><u>Mary E Young</u></p>	
<p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>- The petition must be signed by the property owners registered on title.</li> <li>- If there is more than one registered property owner of a property, all must sign.</li> <li>- If there is a corporate registered property owner, the corporate seal must be affixed to the signature.</li> </ul>	
<p>Signature of Witness:</p>	
<p><i>David Ladewigles</i></p>	
<p>Print Name:  <u>David Ladewigles</u></p>	
<p>Date  <u>Jan 20-2020</u></p>	



<b>PETITION SIGNATURE SHEET</b> "PROPERTY OWNERS IN FAVOUR OF THE HOPKINS COURT SANITARY SEWER PETITION"	
81 Hopkins Crt Hamilton, ON L9H 5M7	
I have read and understand the attached letter entitled: <b>PETITION NOTICE</b> "Property Owner Initiated Request for Hopkins Court Sanitary Sewer Extension".	
If in favour of the construction and cost of the extension please sign, date and print your full name below.	
Signature(s) of Registered Property Owner(s) 	Signature of Witness: 
Date: <u>December 12, 2019</u>	Date: <u>Dec 12-19</u>
Date: _____	Date: _____
Print Name(s): <u>Rosa Christiansen</u>	Print Name: <u>David Labeyrie</u>
Print Name(s): _____	Print Name: _____
<b>Notes:</b> <ul style="list-style-type: none"><li>- The petition must be signed by the property owners registered on title.</li><li>- If there is more than one registered property owner of a property, all must sign.</li><li>- If there is a corporate registered property owner, the corporate seal must be affixed to the signature.</li></ul>	

**FORM OF TENDER  
SCHEDULE OF QUANTITIES AND PRICES  
CONTRACT No. C15-xx-xx (S)**

**SECTION " 1 "**

**LOCATION: Hapkins Court - Dundas**

**DESCRIPTION: Sanitary Sewer Construction and Associated Works**

**PLAN NO. (S):**

<b>Item No.</b>	<b>Spec No.</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	SP106	Supply Insurance and Performance, Labour and Materials Payment Bonds.				
			<b>lump sum (Insert Extended Price Only)</b>			<b>\$4,000.00</b>
2	SP74	Install Project sign board.	each	2	\$200.00	\$400.00
3	SP99	Pre-condition survey (9 Properties).				
			<b>lump sum (Insert Extended Price Only)</b>			<b>\$2,000.00</b>
4	SP1 SP10	Install sanitary sewer in single trench, including full depth granular 'A' backfill:				
	a)	250 mm from MH No.1 to MH No. "DA06A012	linear metre	142	\$500.00	\$71,000.00
5	SP2 SP10 SP45	Install manholes, including adjustment by standard method and full depth granular 'A' backfill:				
	b)	MH No. 1 - OPSD 701.010.				
			<b>lump sum (Insert Extended Price Only)</b>			<b>\$11,000.00</b>
6	SP1 SP2 SP10	Break into EX MH "DA06A012" and connect 250mm dia. sanitary sewer. (Rebuild benching and wall)				
			<b>lump sum (Insert Extended Price Only)</b>			<b>\$6,000.00</b>

7	<b>SP5</b>	Install private sanitary drain, including full depth Granular 'A' backfill and sod				
	a)	To North side - 150mm dia. (3 houses)	<b>linear metre</b>	<b>30</b>	<b>\$300.00</b>	<b>\$9,000.00</b>
	b)	To South side - 150mm dia. (5 houses)	<b>linear metre</b>	<b>50</b>	<b>\$300.00</b>	<b>\$15,000.00</b>
9	<b>SP6</b>	Install 150mm junctions and risers, including full depth granular 'A' backfill.	<b>each</b>	<b>8</b>	<b>\$500.00</b>	<b>\$4,000.00</b>
11	<b>SP10</b>	Transportation and disposal of material to a licenced landfill. <i>(Provisional)</i>	<b>tonne</b>	<b>20</b>	<b>\$ 60.00</b>	<b>\$1,200.00</b>
12	<b>SP83</b>	CCTV inspection of installed sewers.	<b>linear metre</b>	<b>142</b>	<b>\$5.25</b>	<b>\$745.50</b>
13	<b>SP65</b>	Sodding adjacent to adjacent to the road, including 100mm topsoil.	<b>square metre</b>	<b>100</b>	<b>\$20.00</b>	<b>\$2,000.00</b>
14	<b>SP9</b>	Trench restoration:  40mm Superpave 9.5 (Traffic Category C), PG 58-28 AC, surface course. 80mm Superpave 19 (Traffic Category C), PG 58-28 AC, binder course.	<b>linear metre trench</b>	<b>142</b>	<b>\$250.00</b>	<b>\$35,500.00</b>
15	<b>SP73</b>	Place calcium chloride for dust control.	<b>22.5 kg bag</b>	<b>20</b>	<b>\$35.00</b>	<b>\$700.00</b>
16	<b>SP97</b>	Tree Protection Fencing: as per detail xx-x-xx, sheet T1.	<b>linear metre</b>	<b>100</b>	<b>\$10.00</b>	<b>\$1,000.00</b>
15	<b>SP89</b>	Traffic Control	<b>lump sum (Insert Extended Price Only)</b>			<b>\$2,000.00</b>
<b>Total Extended Price for Section " 1 " \$</b>						<b><u>\$165,545.50</u></b>

FORM OF TENDER  
SCHEDULE OF QUANTITIES AND PRICES  
January 21, 2020

SUMMARY

SECTION " 1 " Sanitary Sewer Construction and Associated Works

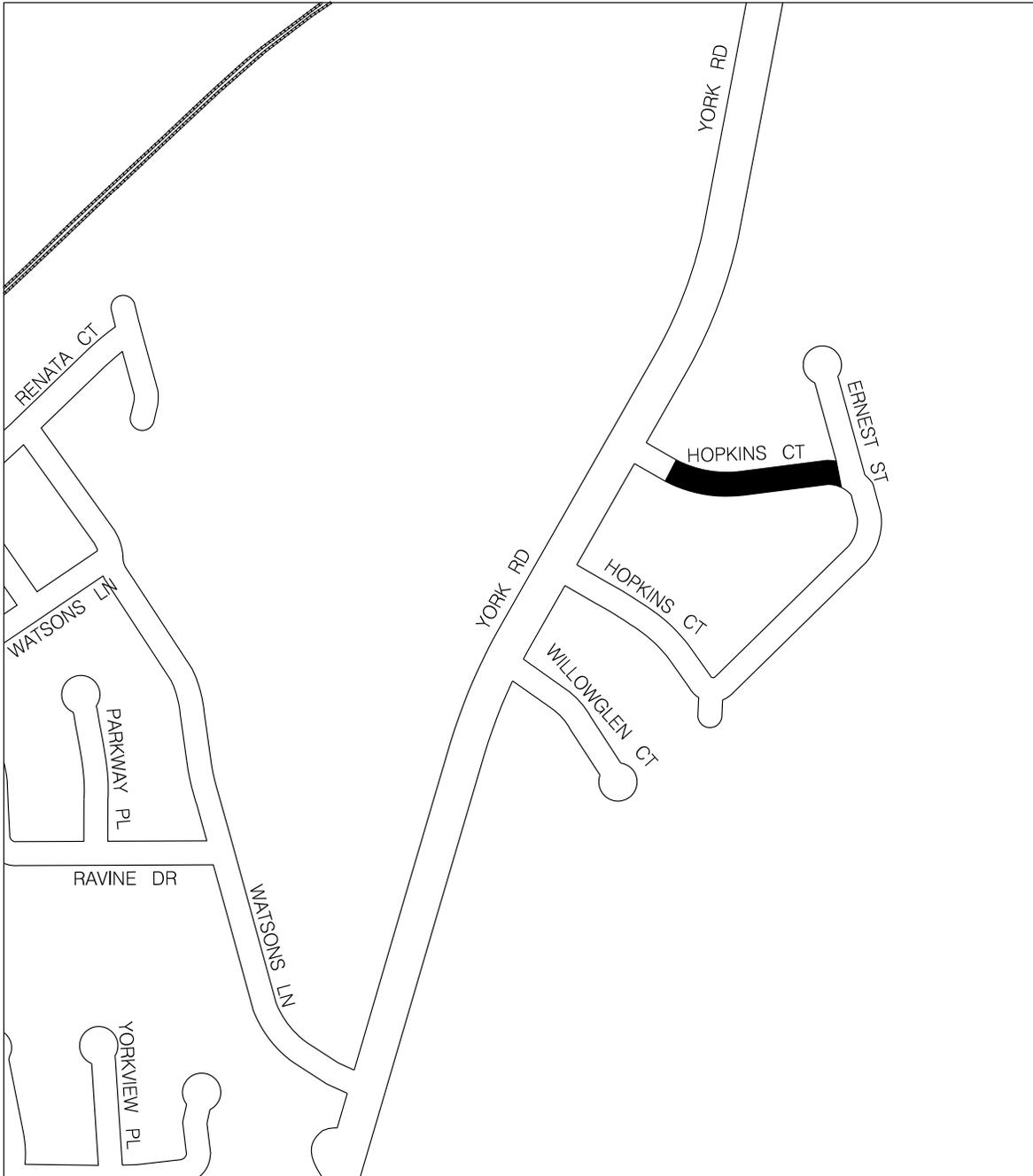
Total Extended Price	\$165,545.50
Legal	\$1,000.00
MECP Permit	\$1,100.00
Total	\$167,645.50
Engineering Cost (15%)	\$25,146.83
Construction Contingency Cost (10%)	\$16,764.55
Total Cost	\$209,556.88
HST (2.66%)	\$5,574.21
<b>TOTAL for 8 Property</b>	<b>\$215,131.09</b>
<b>Cost Per Property includes one Service</b>	<b>\$26,891.39</b>

Estimate does not include:

- 1) Private drain from property line to house and private drain connection (permit cost)

Engineering cost includes:

- 1) Survey
- 2) **Geotech** GT Report available
- 3) Design
- 4) Administration



Proposed Sanitary Sewer Construction

City of Hamilton  
 Ward 13  
 Hopkins Court  
 Sanitary Sewer Construction

**CITY OF HAMILTON**  
 Public Works Department  
 General Manager, Dan McKinnon

DATE: JANUARY, 2020

CONTRACT No. C15-xx-xx (S)

## SPECIAL SEWER SERVICE AGREEMENT

Dated this 3<sup>rd</sup> day of July, 2019 .

BETWEEN:

**REID HOSIE  
AND  
YVETTE HOSIE**

(hereinafter referred to as the "Owner")  
OF THE FIRST PART

- and -

**CITY OF HAMILTON**

(hereinafter referred to as the "City")  
OF THE SECOND PART

**WHEREAS** the Owner is the registered owner in fee simple of the land (more particularly described in Schedule "A", attached hereto) which abuts the south side of Hopkins Court, in the former Town of Dundas, now in the City of Hamilton, Ontario and in which said road there is no sanitary sewer;

**AND WHEREAS** pursuant to Section 53 of the Planning Act, R.S.O. 1990 c. P.13, as amended, the owner made an application to the Committee of Adjustment for the City of Hamilton for Consent to the conveyance of a portion of the said Land; and

**AND WHEREAS** the Committee of Adjustment granted conditional approval to a severance of the Land into separate parcels subject to the condition that the Owner enter into this Agreement; and

**AND WHEREAS** on the 22<sup>nd</sup> day of August 2001, the Council of the City approved of Item 47 (c) of the Committee of the Whole and thereby granted such permission upon the terms and conditions hereinafter set forth.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the mutual covenants hereinafter contained, the City and the Owner hereby mutually covenant and agree each with the other as follows:

1. The Owner agrees to obtain at his own expense any easements required to facilitate the temporary sewer lateral aforesaid.
2. Until the temporary sewer lateral permitted by this Agreement is removed, it is understood and agreed between the parties to this Agreement that the Owner and its successors and assigns of the Land is:
  - a) the sole owner of the temporary sewer lateral; and,
  - b) responsible to keep the temporary sewer lateral in compliance with the City's by-laws, including the payment of sewer rates; and,

- c) responsible to maintain operation of the temporary sewer lateral and carry out all associated repairs pursuant to By-law No. 06-026, as amended from time to time and in accordance with good engineering practices, City standards and specifications, including replacement of the temporary sewer lateral, if necessary to maintain operation; and,
  - d) responsible and required to obtain all necessary permits to carry out any repair or replacement required to maintain operation of the temporary sewer lateral; and,
  - e) responsible for all costs, expenses and claims relating to operation and maintenance of the temporary sewer lateral.
3. The Owner covenants and agrees:
- a) not to petition against or oppose the construction of any City services including any sewer or watermain in any highway upon which any part of the Owner's land abuts; and,
  - b) that if the Owner's name or the name of any of the Owner's successors in title appear on any such petition, the same may be disregarded in determining the number of owners petitioning against any such proposed work and in determining the value of the lands to be specially assessed.
4. The Owner agrees that when a sanitary sewer of any kind is laid in any highway immediately in front of or alongside the land described in Schedule 'A' of this Agreement, the Owner shall:
- a) make an application to the City for all necessary permits to connect the private portion of the sewer lateral to the new sanitary sewer immediately in front of or alongside the land described in Schedule 'A' of this Agreement; and,
  - b) pay to the City all applicable permit application fees and all fees and charges assessed by the City under by-law for the privilege to connect the land described under Schedule 'A' of this Agreement to a new sanitary sewer; and,
  - c) disconnect and remove the temporary sewer lateral permitted by this Agreement, and install a permanent sewer lateral to such new sanitary sewer at the Owner's expense.
5. The Owner agrees that the City may, at the Owner's expense, disconnect the temporary sewer lateral permitted under this Agreement and connect a permanent sewer lateral to a sanitary sewer in the road abutting the Owner's lands, without notice by the City, when such a sewer is installed.
6. The Owner acknowledges and agrees that the City shall not be responsible or liable for any:
- a) loss or damage that may occur to the temporary sewer lateral, or to any part or parts thereof installed by the Owner pursuant to this Agreement; and,
  - b) materials or other things used and employed in finishing and completing the work by the Owner or any part or parts thereof where such materials or other things have not been specified or specifically approved by the City; and,

- c) injury to any person or persons, including workers and the public, during the construction of the said temporary sewer lateral or the maintenance thereof by the Owner pursuant to the provisions of this Agreement; and,
  - d) damage caused by the storage, handling or use of explosives by the Owner or its employees, agents or contractors; and,
  - e) damage by the Owner to the property of any person while the Owner is carrying out any of its work in respect of this Agreement; and,
  - f) damage caused by operation of the temporary sewer lateral; and,
  - g) damage caused by the installation of a sewer and of a permanent sewer lateral should a sanitary sewer in the road abutting the Owner's lands be installed.
  - h) damage that may occur to the temporary sewer lateral, the private portion of the sewer lateral or the Owner's property caused as a result of back water from the said sewer in Hopkins Court.
7. The Owner covenants and agrees, at the Owner's expense, to defend, indemnify and forever save harmless the City, its employees, personnel, servants, contractors and agents from and against all actions, causes of action, interest, claims, demands, costs, (including legal costs) charges, damages to any persons or property or legal interest, including without limiting the foregoing, any damages for which the City may be held liable on account of a violation or alleged violation of a construction industry collective agreement, expenses, prosecutions, fines, rights of contribution, and loss which the City may, at any time, bear, incur, be liable for, sustain or be put to for any reason, on account of or by reason of or in consequence of, arising directly or indirectly from:
- a) the City entering into this Agreement; and,
  - b) the implementation of the provisions of this Agreement by the Owner, its employees, agents, assignees or contractors; and,
  - c) any failure by the Owner to fulfill its obligations under this Agreement.
8. Notwithstanding any provision of this Agreement, the City shall not be liable for, and no provision of this Agreement shall be construed as imposing upon the City any liability arising directly or indirectly out of the provisions of this Agreement for any loss, damage or damages suffered by the Owner, or any employee, servant or agent of the Owner, or to any property of the Owner or any other person by reason of:
- a) any inspection carried out by the City or by a duly authorized employee, servant, contractor or agent of the City under any by-law of the City, under this Agreement or otherwise; and,
  - b) the failure of the City or of any duly authorized employee, contractor or agent of the City to carry out any inspection under any by-law of the City, this Agreement or otherwise; and,
  - c) the approval or failure to approve of any matter or thing, arising directly or indirectly out of the provisions of this Agreement, by the City or any duly authorized employee, servant, contractor or agent of the City.
9. The Owner shall, at his own expense, register this Agreement against the land

described in Schedule "A" attached hereto, and shall provide the City with a duplicate registered copy thereof as part of the application pursuant to Section 1 of this Agreement for permission to connect to the City's sanitary sewer. In the event the Owner fails or refuses to provide the City with a duplicate registered copy of this Agreement, the Owner shall not be eligible for a permit to connect to the City's sanitary sewer.

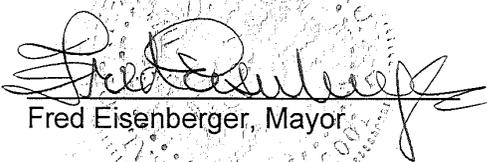
- 10. This Agreement shall inure to the benefit of and be binding upon the City and the Owner, their respective heirs, executors, administrators, successors and assigns.
- 11. This Agreement shall be read with such changes of gender and number as the context may require.
- 12. Schedule "A", attached hereto, is included in and forms part of this Agreement.

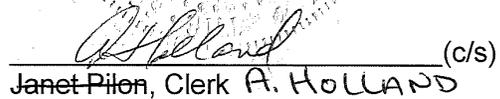
**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement.

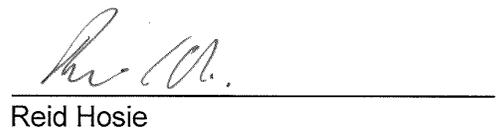
**SIGNED, SEALED AND DELIVERED**

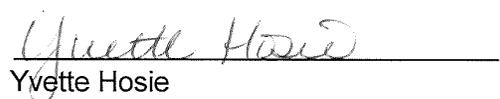
in the presence of:

) **CITY OF HAMILTON**

)   
Fred Eisenberger, Mayor

)  (c/s)  
Janet Pilon, Clerk A. HOLLAND

)   
Reid Hosie

)   
Yvette Hosie

  
witness

Matt Campbell, Lawyer  
name & address

1 Hunter St E, Suite 200  
Hamilton

OFFICE OF THE CLERK
APPROVED BY COUNCIL
DATE: <u>August 22, 2001</u>
AUTHORITY: <u>COV 01-025 at 47(c)</u>
INTL: <u>3</u> YEAR/FILE <u>2019-14426</u>

**SCHEDULE "A"**

To the Special Sewer Service Agreement dated:

**LEGAL DESCRIPTION OF THE LANDS**

In the City of Hamilton, being composed of Part of Lot 27, Registered Plan 967, being more particularly described as Part 1, as shown on a survey plan registered in the Land Registry Office of the Land Titles Division Of Wentworth as Plan 62R-21144.

**THIS AGREEMENT made, in triplicate, this 20<sup>th</sup> day of February 2002**

**BETWEEN:**

**RUSSELL A. BELL, PhD and SALLIE BELL  
(hereinafter called the "Owner")**

**OF THE FIRST PART**

**- and -**

**CITY OF HAMILTON,  
(hereinafter called the "City")**

**OF THE SECOND PART**

**WHEREAS the Owner has represented that he is the owner of a certain parcel of land at 84 Hopkins Court and more particularly described in Schedule "I" hereto attached, and in which said highway there is no sanitary sewer, and the said Owner has applied for permission to install a private drain from a yard sewer in the said parcel of land to the main sewers in York Road, in the City of Hamilton, in the Province of Ontario; and**

**WHEREAS the City has granted such permission upon the terms and conditions hereinafter set forth.**

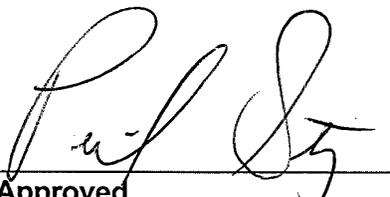
**NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the City's issuance of a permit to install sanitary private drain from the yard sewer in the parcel of land more particularly described in Schedule "I" hereto attached, to the main sanitary sewer in York Road, the Owner, for himself and his successors in title to the said parcel of land, covenants and agrees,**

- (a) to pay to the City, Two Thousand and Fifty Dollars (\$2,050.00) for the privilege to connect to a sanitary sewer.**
- (b) to forego any claim for damages from backwater from the said sewer in the said York Road.**
- (c) not to petition against or oppose the construction of a main sewer in any highway upon which any part of the said parcel of land abuts, and the whole or part of the expense of installing which main sewer is to be specially assessed against the said parcel, and that if his name or the name of any of his successors in title appear on any such petition, the same may be disregarded in determining the number of owners petitioning against any such proposed work and in determining the value of the lands to be specially assessed.**

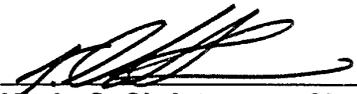
- (d) to disconnect every yard sewer in the said parcel from the private drain to the City sanitary sewer in said York Road when any main sewer of a kind to which such yard sewer is permitted by By-law R79-172, as amended from time to time, to be connected, is laid in any highway immediately in front of or alongside the said parcel, and to connect such yard sewers to private drains to such new sewers.
- (e) that the covenants herein contained are binding upon the Owner and his successors in title and are covenants running with the land.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED  
in the presence of:

  
 Approved  
 Planning and  
 Development Department

  
 signature of witness  
 81 HOPKINS CRT. DUNDAS  
 address of witness

) CITY OF HAMILTON  
 )  
 )   
 ) Robert E. Wade, Mayor  
 )  
 )   
 ) Kevin C. Christenson, City Clerk  
 )  
 ) April 18, 2002  
 ) Date  
 )  
 )  
 ) OWNER  
 )  
 ) Russell A. Bell  
 ) Russell A. Bell, PhD  
 )  
 ) Sallie Bell  
 ) Sallie Bell  
 )  
 ) 10 April 2002  
 ) Date

FINANCIAL  
 CONTENT  
 APPROVED  
 BY  
 N/A  
 FINANCE

OFFICE OF THE CLERK
APPROVED BY COUNCIL
DATE <u>Aug. 22, 2001</u>
REPORT <u>01-025COW</u> ITEM <u>47</u>
INTL. <u>JDG</u> YEAR/FILE <u>2002-1315</u>

**SCHEDULE "I"**

**Part of Lot 21, Registered Plan No. 967  
(Hopkins Court Survey) in the City of Hamilton, more particularly described as Part  
2, 62R-16084**

**The above described lands being all of PIN 17470-0385 (LT)**

