THE PLANNING COMMITTEE PRESENTS REPORT 14-003 AND RESPECTFULLY RECOMMENDS:

1. Proposed Zoning By-law Amendment for 307 and 325 Fiddler’s Green Road (Ancaster) (PED13183) (Ward 12) (tabled from December 3, 2013) (Item 8.6)

That approval be given to Amended Zoning Application ZAC-12-021, by Highgate Holdings, Owner, for a change in zoning from the Community Institutional “I2” Zone, and the Existing Residential “ER” Zone to the Community Institutional (I2, 457) Zone, to permit the expansion of an existing Retirement Home, on lands known as 307 and 325 Fiddler’s Green Road, in the former Town of Ancaster, shown as Blocks 1 and 2 on Appendix “A” to Report PED13183, to be limited to a maximum of 80 residents within an addition which is not to exceed 2 storeys on the following basis:

(a) That the modified Draft By-law, attached as Revised Appendix “C” to Report PED13183, which has been prepared in a form satisfactory to the City Solicitor, be enacted by Council;

(b) That the amending By-law be added to Map 1 to Schedule “B” of Zoning By-law No. 87-57;
(c) That the proposed changes in zoning conform to the Places to Grow Growth Plan, and is consistent with the Provincial Policy Statement (PPS);

(d) That the proposed changes in zoning are in conformity with the Urban Hamilton Official Plan;

(e) That a visual barrier be provided along the northerly side property line which shall consist of landscaping materials only such as trees, shrubs and hedges without the further provision of fencing;

(f) That the Ward Councillor be included in the Site Plan review.

2. Recommendation to Designate 1284 Main Street East (Hamilton) (Delta Secondary School) Under Part IV of the Ontario Heritage Act (PED14028) (Ward 4) (Item 8.2)

(a) That the designation of 1284 Main Street East (Hamilton), shown in Appendix “A” of Report PED14028, as a property of cultural heritage value pursuant to the provisions of Part IV of the Ontario Heritage Act, be approved.

(b) That the Statement of Cultural Heritage Value or Interest and Description of Heritage Attributes, attached as Appendix “B” to Report PED14028, be approved.

(c) That the City Solicitor be directed to take appropriate action to designate 1284 Main Street East (Hamilton), under Part IV of the Ontario Heritage Act, in accordance with the Notice of Intention to Designate, attached as Appendix “C” to Report PED14028.

3. Airport Employment Growth District (AEGD) Ontario Municipal Board (OMB) Hearing – Phase 3 Secondary Plan Boundary Refinement and Revised Land Use Plan (PED13209(a)) (City Wide) (Item 7.1)

(a) That Report PED13209(a) respecting, Airport Employment Growth District (AEGD) Ontario Municipal Board (OMB) Hearing – Phase 3 Secondary Plan Boundary Refinement and Revised Land Use Plan, be received.

(b) That the in camera direction provided at Planning Committee be approved.
4. City of Hamilton Standard Form Special Sewer Service Agreement and Special Water Service Agreement (PED14025) (City Wide) (Item 8.1)

(a) That the form and terms of a Special Water Service Agreement, attached hereto as Appendix “A”, and a Special Sewer Service Agreement, attached hereto as Appendix “B”, be adopted, as the City’s standard form agreements to carry out installation of temporary service connections to lands directly abutting public highways where no sewers or watermains exist as permitted by the City’s Sewer and Drain By-law and Waterworks By-law, and pursuant to the authority granted by Council in adopting Item 47(c) of the Committee of the Whole minutes on August 22, 2001, authorizing the City to enter into and execute such agreements;

(b) That the Acting General Manager of Planning and Economic Development, or designate, be authorized to make amendments to the standard form Special Water Service Agreement, attached hereto as Appendix “A”, and Special Sewer Service Agreement, attached hereto as Appendix “B”, without the need for Council approval where such amendments are deemed to be of a “housekeeping” nature reflecting changes in municipal policy, organizational structure and Provincial legislation, provided such amendments do not change the intent or principles of the agreements.

5. A Review of the Federal Marihuana for Medical Purposes Regulations (MMPR) - Planning and Building Implications for the City of Hamilton (PED14037) (City Wide) (Item 8.4)

That upon receipt of a notice of intention to be a licensed producer under the Marihuana for Medical Purposes Regulations, that the office of the Mayor and the City Clerk, immediately on receipt, circulate the notice to the Ward Councillor, Building Services and Planning division of the Planning and Economic Development Department as well as including as Council correspondence.

6. Applications for an Official Plan Amendment and Zoning By-law Amendment for Lands Located at 1670 Garth Street (Hamilton) (PED14017) (Ward 8) (Item 8.5)

(a) That Report PED14017, Applications for an Official Plan Amendment and Zoning By-law Amendment for Lands Located at 1670 Garth Street (Hamilton), be referred to Council for disposition;
(b) That staff be directed to prepare a motion for Council’s consideration including amendments to the reduction to 10-storeys, parking, and additional commercial space.

7. **Canada Post – Discontinuation of Door-to-Door Mail (Item 9.2)**

   (a) That the City of Hamilton advise Canada Post that it opposes the discontinuation of door to door mail delivery service;
   
   (b) That should Canada Post discontinue door to door mail delivery, Canada Post and the Federal Government be requested to fund the installation of any new Community Mailboxes;
   
   (c) That Canada Post and the Federal Government ensure that new Community Mailbox sites be fully accessible for the disabled, and well lit;
   
   (d) That Canada Post and the Federal Government ensure that the new Community Mailbox sites take into account the existing parking requirements, future parking requirements, the impact of added traffic on select streets, the requirement for winter maintenance activities and other associated impacts;
   
   (e) That Canada Post and the Federal Government take responsibility for the new Community Mailbox site selection process (including cost), and ensure that the appropriate public consultation occurs with their customers/constituents, including but not limited to consultation with neighbourhood associations, condominium boards, BIAs, and other entities;
   
   (f) That this motion be forwarded to the Board of Directors of Canada Post, all local Members of Parliament, the Federation of Canadian Municipalities, the Association of Municipalities of Ontario, and the Minister of Transport responsible for Canada Post.

8. **Food Trucks on Private Property**

   That staff be directed to use discretion in enforcing the Food Truck Licensing requirements respecting zoning until the requested report respecting regulations and Food Trucks located on private property is considered by Planning Committee and City Council.
FOR THE INFORMATION OF COUNCIL:

(a)  CHANGES TO THE AGENDA (Item 1)

The Committee Clerk advised of the following changes to the Agenda:

**DELEGATION REQUESTS**

4.2 Delegation request from Sheila Smith respecting Item 8.2 307 and 325 Fiddler’s Green Road (handout attached)

4.3 Delegation requests respecting Item 7.2 Airport Employment Growth District:

   (iv) Larry Pomerantz
   (v)  Bill van Staalduinen
   (vi) Michael Desnoyers
   (vii) Jim Sweetman
   (viii) Craig Smith
   (ix)  Jennifer Drake
   (x)  Peter Hutton
   (xi)  Don McLean
   (xii) Mark Noskiewicz
   (xiii) Joel Farber

4.4 Delegation Requests respecting Item 8.2 307 and 325 Fiddler's Green Road

   (i)  Beth Goodger
   (ii) Michael Street
   (iii) Glenn Wellings

**PUBLIC HEARINGS AND DELEGATIONS**

6.1 Application for a Zoning By-law Amendment for Lands Located at the Southwest Corner of Parkside Drive and Spring Creek Drive (Flamborough) (PED14018) (Ward 15)

   (i)  Correspondence from Steve Oliver (also wishing to speak)
   (ii) Correspondence from Laurie Bacon
   (iii) Correspondence from Douglas Wigle
   (iv) Correspondence from Leigh-Ann Saddington
   (v)  Correspondence from the Niagara Escarpment Commission
   (vi) Correspondence from Seth Stewart
   (vii) Correspondence from Bonny Valade
(viii) Correspondence from Margaret Ritchie and Tony Vanzantvoort
(ix) Correspondence from Leigh-Ann Saddington

DISCUSSION ITEMS

8.6 Proposed Zoning By-law Amendment for 307 and 325 Fiddler's Green Road (Ancaster) (PED13183) (Ward 12) (Motion - Councillor Ferguson)

PRIVATE AND CONFIDENTIAL

12.2 Notice of Motion - Possible Property Acquisition (Delivered under separate cover)

Pursuant to Section 8.1, Sub-section (c) of the City's Procedural By-law 10-053, and Section 239, Sub-section (c) of the Ontario Municipal Act, 2001, as amended, as the subject matter pertains to a proposed or pending acquisition or disposition of land by the municipality or local board

Item 8.6, Proposed Zoning By-law Amendment for 307 and 325 Fiddler's Green Road (Ancaster) (PED13183) (Ward 12), was moved forward to be heard after item 6.1.

Item 8.2, Recommendation to Designate 1284 Main Street East (Hamilton) (Delta Secondary School) Under Part IV of the Ontario Heritage Act (PED14028) (Ward 4), was moved forward to be heard after item 6.1

The Agenda for the February 18, 2014 meeting of the Planning Committee was approved, as amended.

(b) DECLARATIONS OF INTEREST (Item 2)

None.

(c) APPROVAL OF MINUTES (Item 3)

(i) February 4, 2014

The Minutes of the February 4, 2014 Planning Committee meeting were approved.
(d) DELEGATION REQUESTS (Item 4)

(i) Delegation request from Teresa St. Michael respecting Item 8.2 307 and 325 Fiddler’s Green Road (Item 4.1)

The delegation request from Teresa St. Michael respecting Item 8.2 307 and 325 Fiddler’s Green Road, was approved.

(ii) Delegation request from Sheila Smith respecting Item 8.2 307 and 325 Fiddler’s Green Road (Item 4.2)

The Delegation request from Sheila Smith respecting Item 8.2 307 and 325 Fiddler’s Green Road, was approved.

(iii) Delegation requests respecting Item 7.2 Airport Employment Growth District (Item 4.3):

(i) Peter Pickfield, Doug Annand and Kevin Fergin
(ii) Bryna Wasserman
(iii) Chris West
(iv) Larry Pomerantz
(v) Bill van Staalduinen
(vi) Michael Desnoyers
(vii) Jim Sweetman
(viii) Craig Smith
(ix) Jennifer Drake
(x) Peter Hutton
(xi) Don McLean
(xii) Mark Noskiewicz
(xiii) Joel Farber

The delegation requests respecting Item 7.2 Airport Employment Growth District, were approved.

(iv) Delegation Requests respecting Item 8.2 307 and 325 Fiddler’s Green Road (Item 4.4):

(i) Beth Goodger
(ii) Michael Street
(iii) Glenn Wellings
The delegation respecting Item 8.2 - 307 and 325 Fiddler's Green Road, was approved.

(e) PUBLIC HEARINGS AND DELEGATIONS (Item 6)

(i) Application for a Zoning By-law Amendment for Lands Located at the Southwest Corner of Parkside Drive and Spring Creek Drive (Flamborough) (PED14018) (Ward 15) (Item 6.1)

(i) Correspondence from Steve Oliver (also wishing to speak)
(ii) Correspondence from Laurie Bacon
(iii) Correspondence from Douglas Wigle
(iv) Correspondence from Leigh-Ann Saddington
(v) Correspondence from the Niagara Escarpment Commission
(vi) Correspondence from Seth Stewart
(vii) Correspondence from Bonny Valade
(viii) Correspondence from Margaret Ritchie and Tony Vanzantvoort
(ix) Correspondence from Leigh-Ann Saddington

In accordance with the provision of the Planning Act, Chair B. Johnson advised those in attendance that if a person or public body does not make oral submissions at a public meeting or make written submissions to the Council of the City of Hamilton before Council approves the zoning by-law amendment, the person or public body is not entitled to appeal the decision of the Council of the City of Hamilton to the Ontario Municipal Board, and the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.

Greg Macdonald, Planner, provided an overview of the report with the aid of a PowerPoint presentation. A copy of the presentation has been included in the public record.

The staff presentation respecting Report PED14018, Application for a Zoning By-law Amendment for Lands Located at the Southwest Corner of Parkside Drive and Spring Creek Drive (Flamborough), was received.

Terry Korsiak, on behalf of Mattamy Homes, provided an overview of the application with the aid of a PowerPoint presentation. A copy of the presentation has been included in the public record.

The agent’s presentation respecting Report PED14018, Application for a Zoning By-law Amendment for Lands Located at the Southwest Corner of Parkside Drive and Spring Creek Drive (Flamborough), was received.
The correspondence respecting Report PED14018, Application for a Zoning By-law Amendment for Lands Located at the Southwest Corner of Parkside Drive and Spring Creek Drive (Flamborough), was received.

Public Speaker:
1. Steve Oliver – 215 Fellows Cres., Waterdown, ON L0R 2H3

Mr. Oliver provided an overview of his concerns the aid of a PowerPoint presentation. A copy of the presentation has been included in the public record.

The public presentation respecting Report PED14018, Application for a Zoning By-law Amendment for Lands Located at the Southwest Corner of Parkside Drive and Spring Creek Drive (Flamborough), was received.

The public meeting respecting Report PED14018, Application for a Zoning By-law Amendment for Lands Located at the Southwest Corner of Parkside Drive and Spring Creek Drive (Flamborough), was closed.

That Report PED14018, Application for a Zoning By-law Amendment for Lands Located at the Southwest Corner of Parkside Drive and Spring Creek Drive (Flamborough), be tabled to the March 18, 2014 meeting of the Planning Committee in order for a community meeting with all residence within 120m of the proposed development with staff, the Ward Councillor and Mattamy Homes to address issues of parking, traffic and lack of park space;

It is noted that the public meeting was held and closed under the Planning Act and that Steve Oliver, spoke as a delegation. Those who speak at the community meeting will not be entitled to appeal the application unless written correspondence is provided to the City Clerk before the approval of the application by Council.

(ii) Proposed Zoning By-law Amendment for 307 and 325 Fiddler's Green Road (Ancaster) (PED13183) (Ward 12) (tabled from December 3, 2013) (Item 8.6)

Delegations:
1. Teresa St. Michael

Ms. St. Michael was not in attendance.
2. Sheila Smith, Michael Street and Beth Goodger

Ms. Smith, Mr. Street and Ms. Goodger provided delegations and outlined their concerns in a hand out. A copy of the hand out has been included in the public record. They are in support of the reduction to 80 residents.

3. Glenn Wellings, on behalf of the applicant

Mr. Wellings advised that the applicant is not in support of the 80 resident reduction and urges Committee to support the staff recommendations.

The applicant, Christoph Summer, spoke to address Committee questions respecting the economics of scale with respect to the unit numbers.

The delegations respecting Report PED13183, Proposed Zoning By-law Amendment for 307 and 325 Fiddler's Green Road (Ancaster), were received.

The recommendations contained in Report PED13183, Proposed Zoning By-law Amendment for 307 and 325 Fiddler's Green Road (Ancaster), were amended to:

(a) Include wording that will limit the expansion of the retirement home to a maximum of 80 residents overall with an addition which is not to exceed 2 storeys in height;

(b) Recommend that a modified Draft By-law be provided as Revised Appendix “C” to address the issues of maximum number of residents and maximum building height;

(c) Include a special provision to require a visual barrier in the northerly side yard, consisting of landscaping materials only such as trees, shrubs and hedges without the further requirement for fencing;

(d) That the Ward Councillor be included in the Site Plan Review.

For disposition on this Item, refer to item 1.
(f) PRESENTATIONS (Item 7)

(i) Airport Employment Growth District (AEGD) Ontario Municipal Board (OMB) Hearing – Phase 3 Secondary Plan Boundary Refinement and Revised Land Use Plan (PED13209(a)) (City Wide) (Item 7.1)

Correspondence:
(i) Ross & McBride LLP – on behalf of Ancaster Christian Reformed Church
(ii) Goodmans LLP – on behalf of Elfrida Landowners
(iii) Anthony F. De Rubeis
(iv) Wellings Planning Consultants Inc - on behalf of the Smith's
(v) Fogler, Rubinoff LLP - on behalf of Twenty Road West Landowners Group
(vi) Garrod Pickfield - on behalf of Lea Silvestri Investments Ltd.
(vii) Davies Howe Partners LLP - on behalf of Twenty Road East Landowners
(viii) John Harvey
(ix) RCI Consulting
(x) Vince MacDonald
(xi) Birgit Gerke
(xii) Peter O'Hagan
(xiii) Don McLean

The correspondence from Don McLean was added to the list of correspondence to be received.

Nancy Smith, legal counsel, advised that this is not a Planning Act process and that this is for the City of Hamilton to advise legal counsel on how to proceed.

The presentation respecting Report PED13209(a), Airport Employment Growth District (AEGD) Ontario Municipal Board (OMB) Hearing – Phase 3 Secondary Plan Boundary Refinement and Revised Land Use Plan, was received.

Guy Paparella, Director of Growth Planning, provided an overview of the report with the aid of a PowerPoint presentation. A copy of the presentation has been included in the public record.

The staff presentation respecting Report PED13209(a), Airport Employment Growth District (AEGD) Ontario Municipal Board (OMB)
Hearing – Phase 3 Secondary Plan Boundary Refinement and Revised Land Use Plan, was received.

Delegations:
1. Peter Pickfield, Doug Annand and Kevin Fergin

   The speakers, on behalf of Silvestri Investments, spoke to the lands within and out of the boundary that impact Silvestri and wish to have the boundary adjusted.

2. Bryna Wasserman and Chris West

   Ms. Wasserman and Mr. West expressed concerns with the aid of a handout. A copy of the handout has been included in the public record.

3. Larry Pomerantz

   Mr. Pomerantz was not in attendance.

4. Bill van Staalduinen

   Mr. van Staalduinen, on behalf of Redeemer University College, and spoke to their lands which are impacted by the boundary.

5. Michael Desnoyers

   Mr. Desnoyers was not in attendance.

6. Jim Sweetman

   Mr. Sweetman does not have any land interests in the AEGD. He urged the City to table this matter until a Brownfield strategy is in place as there is a need for prime agricultural land.

7. Craig Smith

   Mr. Smith expressed concerns with his farmland in the AEGD where it splits land which may not be viable for farming. He requests that option 1A, which does not split the land, be approved.

8. Jennifer Drake

   Ms. Drake was not in attendance.
9. Mark Noskiewicz

Mr. Noskiewicz, on behalf of his clients Elfrida Landowners, expressed that the implementation go forward as the initial plan and urged consistency with the implementation of grids.

10. Peter Hutton

Mr. Hutton expressed concerns with the decision making process and planning policies. He also requested that this matter be tabled for more consideration.

11. Joel Farber

Mr. Farber, on behalf of the Twenty Road West Landowners Group, expressed concerns to grid implementation, the report from the consultant, and his clients lands.

The delegations respecting Report PED13209(a), Airport Employment Growth District (AEGD) Ontario Municipal Board (OMB) Hearing – Phase 3 Secondary Plan Boundary Refinement and Revised Land Use Plan, were received.

The correspondence respecting Report PED13209(a), Airport Employment Growth District (AEGD) Ontario Municipal Board (OMB) Hearing – Phase 3 Secondary Plan Boundary Refinement and Revised Land Use Plan, was received.

The Planning Committee moved into Closed Session, at 12:54 p.m. for the discussion of Item 7.1, respecting Airport Employment Growth District (AEGD) Ontario Municipal Board (OMB) Hearing – Phase 3 Secondary Plan Boundary Refinement and Revised Land Use Plan (PED13209(a)) (City Wide), pursuant to Section 8.1, Sub-sections (e) and (f) of the City's Procedural By-law 10-053, and Section 239, Sub-sections (e) and (f) of the Ontario Municipal Act, 2001, as amended, as the subject matter pertains to litigation or potential litigation, including matters before administrative tribunals, affecting the City; and, advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

Committee moved into open session at 1:54 p.m.
Report PED13209(a) respecting, Airport Employment Growth District (AEGD) Ontario Municipal Board (OMB) Hearing – Phase 3 Secondary Plan Boundary Refinement and Revised Land Use Plan, was received. The motion CARRIED on the following vote:

Y eas: Farr, Collins, Partridge, Pasuta, Ferguson, Pearson, Whitehead
Total: 7

N ays: Johnson
Total: 1

A bsent: Clark
Total: 1

It is noted that, in camera, Planning Committee recommended that Council instruct Ms. Smith on how to proceed.

For disposition on this Item, refer to item 3.

(g) DISCUSSION ITEMS (Item 8)

(i) Fifty Road (PED14034) (Ward 11) (Item 8.3)

Report PED14034, Fifty Road, was referred back to staff for further consideration and recommendations on traffic and traffic calming.

(h) MOTIONS (Item 9)

(i) Fruitland-Winona Secondary Plan - the City will not exercise the powers of expropriation to acquire lands for a community park (Item 9.1)

Whereas the OMB has approved residential development within the Waterdown Urban Area on the basis of planned new East West and North South Corridor roads and network improvements;

And Whereas development is proceeding in advance of the planned roads and network improvements;

And Whereas the Waterdown Community is experiencing an increased level of traffic congestion and infiltration within the Waterdown Village Core;
Therefore be it resolved;

That staff from Planning and Economic Development Department, Public Works and Legal Services be directed to investigate and report back to the March 18 Planning Committee with respect to options and a recommendation regarding a traffic management and land use strategy for the Waterdown Village Core area.

(ii) Food Trucks on Private Property

That staff be directed to report back to the Planning Committee with respect to all regulations and affecting Food Trucks located on private property.

(i) NOTICES OF MOTION (Item 10)

Councillor Ferguson introduced the following Notice of Motion:

(i) Food Trucks on Private Property

(a) That staff be directed to report back to the Planning Committee with respect to all regulations and affecting Food Trucks located on private property;

(b) That staff be directed to use discretion in enforcing the Food Truck Licensing requirements respecting zoning until the requested report is considered by Committee and City Council.

The rules were waived in order to allow the introduction of a motion respecting Food Trucks on Private Property.

(j) GENERAL INFORMATION AND OTHER BUSINESS (Item 11)

(i) Outstanding Business List Amendments (Item 11.1)

The following Outstanding Business List due dates were revised:

(aa) Item D: Racing Pigeons
    Current Date: February 18, 2014
    New Date: March 18, 2014
(bb) Item N: Municipal Costs for Appeals to the Ontario Municipal Board for Municipal Decision on Mineral Aggregate Resource Developments

Current Date: February 18, 2014
New Date: May 6, 2014

(cc) Item Q: Synergies between infrastructure Development and New School Openings (Added Item 10.1 & 9.2)

Current Date: February 18, 2014
New Date: April 15, 2014

(dd) Item AA: Amendments to the Prohibition of Exotic Animals within the Responsible Animal Ownership By-law – Criteria and Process (Motion from GIC)

Current Date: February 18, 2014
New Date: March 18, 2014

The following items were removed from the Outstanding Business List:

(aa) Item V: City Initiative – Storage of Major Recreational Equipment Within the Former City of Stoney Creek Zoning By-law No. 3692-92, (PED13154)

(k) PRIVATE AND CONFIDENTIAL (Item 12)

(i) Performance Review – Planning and Economic Development Directors (No Copy) (Item 12.1)

The Performance Review – Planning and Economic Development Directors, was tabled to the April 1, 2014 meeting of the Planning Committee.

(ii) Notice of Motion - Possible Property Acquisition (Delivered under separate cover) (Item 12.2)

The Notice of Motion - Possible Property Acquisition, was tabled to the March 18, 2014 meeting of the Planning Committee.

(l) ADJOURNMENT

There being no further business, the Planning Committee adjourned at 2:58 p.m.
Respectfully submitted,

Councillor B. Johnson
Chair, Planning Committee

Vanessa Robicheau
Legislative Coordinator
Office of the City Clerk
SPECIAL WATER SERVICE AGREEMENT

Dated this __________ day of __________, 20__.

BETWEEN:

(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 __________ side of __________, in the former __________, now in the City of Hamilton, Ontario and in which said road there is no watermain;

AND WHEREAS the said Owner has applied to the City for permission to connect a temporary private water service connection from said land to the existing watermain located on __________, in the former __________, now in the City of Hamilton, Ontario;

AND WHEREAS on the 22nd 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 shall, upon signing this Agreement, make application in the form provided by the City for permission of the City to make a temporary connection to the City's watermain located on __________, in the former __________, now in the City of Hamilton, Ontario (hereinafter referred to as "the said watermain") from the Owner's land as described on Schedule "A" to this Agreement.

2. Upon approval of the application referred to in Section 1 herein by the City, the City agrees to issue a permit to allow the Owner to connect to the said watermain.

3. The Owner agrees to comply with all conditions, requirements, and terms of the said permit and pay all applicable fees related to issuance of such permit and administration of this Agreement by the City, all in accordance with the City's Tariff of Fees By-law, as amended.

4. The Owner agrees to obtain at his own expense any easements required to facilitate the temporary water service connection aforesaid.
5. The Owner covenants and agrees to:
   a) construct the temporary water service connection pursuant to By-law R84-
   026, as amended from time to time and in accordance with good engineering
   practices, City standards and specifications; and,
   b) restore all City roads, curbs, sidewalk and boulevards to the satisfaction of
   the Senior Director of Growth Management Division.

6. Until the temporary water service connection 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 water service connection; and,
   b) responsible to keep the temporary water service connection in compliance
   with the City’s by-laws, including the payment of water rates; and,
   c) responsible to maintain operation of the temporary water service connection
   and carry out all associated repairs pursuant to By-law No. R84-026, as
   amended from time to time and in accordance with good engineering
   practices, City standards and specifications, including replacement of the
   temporary water service connection, 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 water
   service connection; and,
   e) responsible for all costs, expenses and claims relating to operation and
   maintenance of the temporary water service connection.

7. The City agrees to provide water service capable only of servicing the existing
   zoned uses and buildings on the Owner’s land at the time a permit is issued.

8. 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.

9. The Owner agrees that when a watermain 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 water service connection to the new watermain 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 watermain; and,
   c) disconnect and remove the temporary water service connection permitted by
   this Agreement, and install a permanent water service connection to such new
10. The Owner agrees that the City may, at the Owner’s expense, disconnect the temporary water service connection permitted under this Agreement and connect a permanent water service connection to a watermain in the road abutting the Owner’s lands, without notice by the City, when such a watermain is installed.

11. The Owner acknowledges and agrees that the City shall not be responsible for or liable for any:
   a) loss or damage that may occur to the temporary water service connection, 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 water service connection 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 water service connection; and,
   g) damage caused by the installation of a watermain and of a permanent water service connection should a watermain in the road abutting the Owner’s lands be installed.

11. 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.

13. 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.

14. 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 watermain. 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 watermain.

15. This Agreement shall inure to the benefit of and be binding upon the City, the Owner, their respective heirs, executors, administrators, successors and assigns.

16. This Agreement shall be read with such changes of gender and number as the context may require.

17. 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  )  CITY OF HAMILTON

in the presence of:

) ____________________________________________________________________________

R. Bratina, Mayor

) ____________________________________________________________________________

(c/s)

R. Caterini, Clerk

) ____________________________________________________________________________

OWNER:

) ____________________________________________________________________________

signature

) ____________________________________________________________________________

(print full name)

) ____________________________________________________________________________

(print full address)
Appendix "A" to Planning Report 14-003

LEGAL DESCRIPTION OF THE LANDS
SPECIAL SEWER SERVICE AGREEMENT

Dated this day of , 20 .

BETWEEN:

(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 side of , in the former , now in the City of Hamilton, Ontario and in which said road there is no sewer;

AND WHEREAS the said Owner has applied for permission to install the public portion of a temporary sewer lateral (hereinafter referred to as "the temporary sewer lateral") from the private portion of a sewer lateral in the said parcel of land to the main sewers in , in the City of Hamilton, in the Province of Ontario; and

AND WHEREAS on the 22nd 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 shall, upon signing this Agreement, make application in the form provided by the City for permission of the City to make a temporary connection to the City's sewer located on , in the former , now in the City of Hamilton, Ontario (hereinafter referred to as "the said sewer") from the Owner's land as described on Schedule "A" to this Agreement.

2. Upon approval of the application referred to in Section 1 herein by the City, the City agrees to issue a permit to allow the Owner to connect to the said sewer.

3. The Owner agrees to comply with all conditions, requirements, and terms of the said permit and pay all applicable fees related to issuance of such permit and administration of this Agreement by the City, all in accordance with the City's Tariff of Fees By-law, as amended.

4. The Owner agrees to obtain at his own expense any easements required to facilitate the temporary sewer lateral aforesaid.
5. The Owner covenants and agrees to:
   a) construct the temporary sewer lateral pursuant to By-law No. 06-026, as amended from time to time and in accordance with good engineering practices, City standards and specifications; and,
   b) restore all City roads, curbs, sidewalk and boulevards to the satisfaction of the Senior Director of Growth Management Division.

6. 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.

7. 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, and

8. The Owner agrees that when a 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 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 sewer; and,
   c) disconnect and remove the temporary sewer lateral permitted by this Agreement, and install a permanent sewer lateral to such new sewer at the Owner’s expense.
9. 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 sewer in the road abutting the Owner's lands, without notice by the City, when such a sewer is installed.

10. 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 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 .

11. 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.

12. 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.

13. 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 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 sewer.

15. 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.

16. This Agreement shall be read with such changes of gender and number as the context may require.

17. 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

CITY OF HAMILTON

in the presence of:

R. Bratina, Mayor

(c/s)

R. Caterini, Clerk

OWNER:

witness

signature

name & address (print full name)

(print full address)
SCHEDULE “A”

To the Special Water Service Agreement dated:

LEGAL DESCRIPTION OF THE LANDS