

COMMITTEE OF THE WHOLE JUNE 4, 2001

**TRI-PARTY AGREEMENT
SHIPLAKE INVESTMENTS (RUTHERFORD) LTD.
SOUTHWEST CORNER BATHURST STREET AND RUTHERFORD ROAD'
DA.00.142**

Recommendation

The Commissioner of Development Services recommends:

That the necessary By-Law be enacted authorizing the Mayor and Clerk to sign the Tri-Party Agreement with The Town of Richmond Hill and Shiplake Investments (Rutherford) Ltd. and that the Tri-Party Agreement be submitted to Council.

Purpose

The purpose of this report is to obtain Council approval for the installation of one water and one sanitary sewer service connection from services owned and operated by the Town of Richmond Hill to the proposed Shiplake Investments (Rutherford) Ltd. commercial development on the south-west corner of Bathurst Street and Rutherford Road in the City of Vaughan

Background - Analysis and Options

Shiplake Investments Rutherford Ltd. (SIRL) is proposing to construct a commercial development on the south-west corner of Bathurst Street and Rutherford Road in the City of Vaughan, as shown on attachment No. 1. The Town of Richmond Hill has approached the York Region Water and Wastewater Branch to request permission for the City of Vaughan to service the proposed development by connecting to Town of Richmond Hill water and sanitary sewer mains. The Region has approved of Richmond Hill supplying water and providing a sanitary connection beyond the limits of the Town of Richmond Hill.

The developer will install and the City of Vaughan will assume and operate the service connection from the transmission main to the westerly limit of the Bathurst Street road allowance. The developer will construct a water meter chamber on the easterly boulevard of Bathurst Street to measure domestic flows only (fire flows will not be measured), and will purchase the meter from the Town of Richmond Hill. The Town of Richmond Hill will read the meter and invoice the City of Vaughan for water and sewage use at Richmond Hill rates. Vaughan will invoice SIRL to recover invoiced water and sewage costs from Richmond Hill plus administrative fees.

Conclusion

It is recommended that Council approve the servicing of the Shiplake Investments (Rutherford) Ltd. property to proceed as outlined in this report, subject to the connections receiving any necessary approvals from the Council of the Town of Richmond Hill.

Attachments

1. Location Map
2. Tri-Party Agreement

Report prepared by:

Zahir Najak, Senior Engineering Assistant, Ext. 8730
Tony Ching, Development Engineer, Development Review, ext. 8711

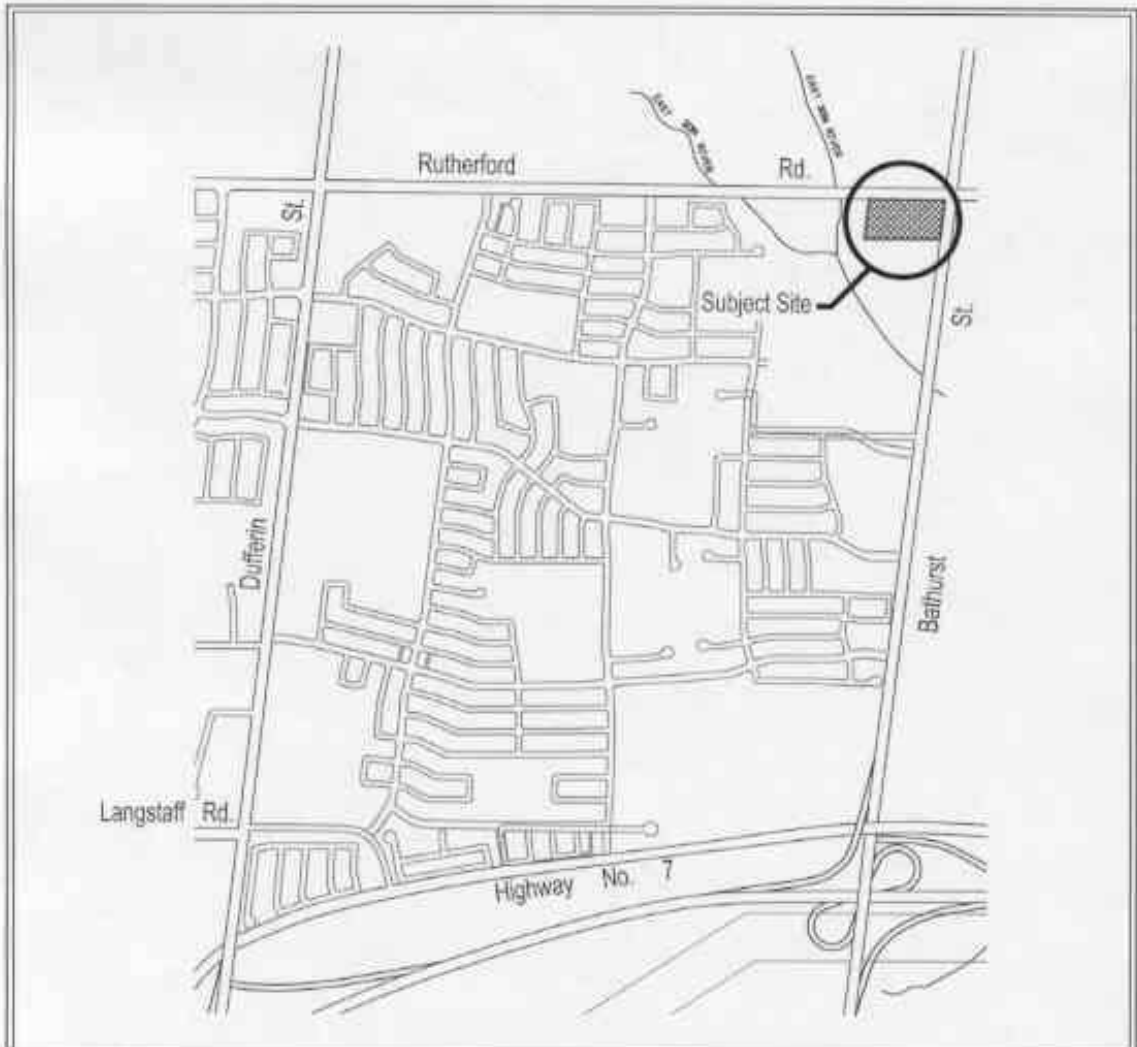
Brendan Holly, Senior Manager Development/Transportation Engineering, ext. 8250

Respectfully submitted,

FRANK MIELE
Commissioner of Development Services

Bill Robinson, P. Eng.
Director of Engineering

ATTACHMENT No. 1



SHIPLAKE INVESTMENTS (RUTHERFORD) LTD.

DA 00.142

LOCATION : Part of Lot 15
Concession 2

LEGEND



SUBJECT SITE



NOT TO SCALE

including all costs incurred for drafting of the required agreements. SIRL shall construct the water and sanitary connections in accordance with the location and details specified on the site-servicing plan reviewed by Vaughan, Richmond Hill and the Region.

4. SIRL shall purchase a water meter from Richmond Hill, and agrees that Richmond Hill shall meter this water usage. Richmond Hill will invoice Vaughan and Vaughan shall pay for water and sewage use at the Richmond Hill rates. Vaughan will invoice SIRL to recover invoiced water and sewage costs from Richmond Hill plus administrative fees.
5. SIRL and Vaughan acknowledge that the purpose of this agreement is to provide for a water and sanitary service for this 3.74 ha commercial property with the land use and maximum gross floor area as provided for in the City of Vaughan Zoning Bylaw 92-2000, as it exists at the time of signing of this agreement. In the event that the land use for this 3.74 ha commercial property changes in such a way as to increase the requirement for water and sewage use, or the gross floor area of the building or buildings exceeds the aforesaid maximum without approval from Richmond Hill, Richmond Hill shall have no obligation to supply water and sewage use to this property located on the southwest corner of Bathurst Street and Rutherford Road in part of Lot 15, Concession 2, located in the City of Vaughan and may, without liability terminate these services.
6. Vaughan and SIRL shall indemnify and save harmless and keep indemnified and saved harmless Richmond Hill from and against all actions, suits, claims and demands which may be brought against or made upon Richmond Hill, and all loss, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by Richmond Hill in consequence of Richmond Hill, entering into this agreement.
7. SIRL shall indemnify and save harmless Vaughan from and against all action, suits, claims and demands which may be brought against or made upon Vaughan, and all loss, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by Vaughan in consequence of Vaughan entering into this agreement.
8. SIRL shall register this agreement on the title of the subject property, being the 3.74 hectare, as verified by a letter or certificate from the Ontario Land Surveyor, commercial property on the southwest corner of Bathurst Street and Rutherford Road on part of Lot 15, Concession 2, within 45 days of the date of this agreement and all obligations and benefits and responsibilities shall ensure to all future owners, heirs and assigns of the subject property.
9. SIRL and Vaughan acknowledge that the water and sanitary connections to the Richmond Hill water and sanitary services are temporary. In the event that services become available from The City of Vaughan SIRL shall connect to the Vaughan System. SIRL will be responsible for all cost associated with the connections.

IN WITNESS WHEREOF the respective seals of Richmond Hill and Vaughan and SIRL are hereunto affixed under the hand of their respective proper officers in that behalf.

THE CORPORATION OF THE TOWN OF
RICHMOND HILL

Mayor

Clerk

THE CORPORATION OF THE CITY OF
VAUGHAN

Mayor

Clerk

SHIPLAKE INVESTMENTS (RUTHERFORD)
LTD.

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