

**THIS DRAINAGE SYSTEM APPURTENANCES AGREEMENT**

is made the <#> day of <month>, <year>

**B E T W E E N:**

**THE CORPORATION OF THE CITY OF BURLINGTON,**

(Hereinafter called the “City”)

**OF THE FIRST PART**

- and -

**<NAME>**

(Hereinafter called the “Owner”)

**OF THE SECOND PART**

**WHEREAS** the Owner is the registered owner of the lands municipally known as <address>, legally described as <legal description> in the City of Burlington, in the Regional Municipality of Halton (the “Lands”);

**AND WHEREAS** the Owner has applied to the City pursuant to the provisions of Section 142 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, and Section 2 of the Drainage Act, R.S.O. 1990, c. D.17, as amended, for a Grading and Drainage Clearance Certificate (the “Certificate”) pursuant to By-law 52-2018 to allow for the Site Engineering on the Lands (City of Burlington Grading and Drainage Clearance Certificate No. <#>);

**AND WHEREAS** conditional approval of the Certificate and the required Grading and Drainage Plan (the “Plan”) was given by the City on <date>; and

**AND WHEREAS** the execution of this agreement and the registration of this agreement against title to the Lands was a condition of approval of the Certificate.

**NOW THEREFORE:**

1. For the purposes of this agreement:

a. *Site Engineering* – means:

- i. the placing, dumping, cutting or removal of fill;
- ii. the alteration of the grade by any means including placing, dumping, cutting or removal of fill, clearing and grubbing, the compaction of soil or the creation of impervious surfaces;

- iii. the alteration of the drainage, drainage system and/or drainage system appurtenances; or
    - iv. any combination of these activities.
  - b. *Drainage* – means the movement of water to a place of disposal, whether by way of the natural characteristics of the ground surface or by artificial means.
  - c. *Drainage System* – includes areas of land surface that contribute water flow to a particular point.
  - d. *Drainage System Appurtenance* – includes the various accessories on the drainage system that are necessary for the approved operation of the drainage system, including but not limited to catchbasins, area drains, manholes, infiltration galleries and low impact development measures.
2. The Owner agrees that all Drainage System Appurtenances identified on the Plan shall be completed to the satisfaction of the City at the Owner's expense.
3. The Owner agrees to complete a video inspection to document the pre-construction condition of the City's storm sewer and provide copies of this documentation to the City, at its discretion, in order to assess any damage to the City's storm sewer that may have been caused during construction. The Owner further agrees that all damage to the City's storm sewer will be attributed to the construction if the pre-construction condition is not documented.
4. The Owner agrees that prior to the release of securities any drainage system connection to the City's storm sewer shall be cleaned and confirmation of acceptable Mandrel testing and video inspection shall be submitted to the City, for approval.
5. The Owner agrees that all Drainage System Appurtenances identified on the Plan shall be maintained ensuring the Drainage System Appurtenances function and perform as designed and/or intended. Should any required Drainage System Appurtenances fail to function or perform for any reason, the Owner further agrees to promptly cause the Drainage System Appurtenances to be repaired and/or replaced.
6. The Owner agrees that all Drainage System Appurtenances identified on the Plan shall not be removed or altered in a manner that would not comply with the Plan without the written consent of the City.
7. The Owner agrees that, should the City be unable to register this agreement on title of the Lands as a result of incorrect information provided by the Owner, any additional costs incurred by the City to register the agreement will be paid by the Owner to an upset limit of \$250.00.
8. The Owner waives any claim he/she now has, or may have in the future against the City, its officers, employees, servants or agents, and the Owner hereby agrees to

