
File A-3410

May 10, 2018

S.14(1)

Re: FOI Request 2018-086 - Notice of Decision

This is in response to your request made under the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, Chapter M.56 (the "Act") for a copy of any records related to the property at 1438 Trowbridge Drive in Oshawa regarding draining issues, flooding and any inspection reports related to the above issues between January 1, 2010 to July 1, 2017.

Enclosed are the available records which respond to your request.

According to Section 14 of the Act, a head shall refuse to disclose personal information to any individual other than to whom the information relates.

According to authority to delegate under the Act, I have responsibility for this decision.

You may request that this decision be reviewed by the Information and Privacy Commissioner at 2 Bloor Street East, Suite 1400, Toronto, Ontario, M4W 1A8. You have 30 days from the receipt of this letter to request a review.

In the event you appeal this decision, please provide the Commissioner's Office with the following:

- File number A-3410, FOI 2018-086
- A copy of this Notice
- A copy of the original request for information which you sent to the City
- Appeal Fee - \$25.00 in the form of a cheque or money order payable to the Minister of Finance.

If you require any further information, please contact Shelagh Staunton, Records and Information Analyst, City Clerk Services at the address below, by email at sstaunton@oshawa.ca, or by telephone at (905) 436-3311, ext. 2509.



Jason McWilliam
Manager, Records Information Systems
JM/ss

Enclosures

AGREEMENT dated this 18th day of June, 2015

BETWEEN:

THE CORPORATION OF THE CITY OF OSHAWA

(the "City")

-and-

S.14(1)

("Owner")

RECITALS

1. The Owner is the owner of the property legally described as **Lot 26, Plan 40M2006, Oshawa T/W ROW over Part 2 40R19558 until the said land is dedicated as a public highway as in LT967187 S/T RT as in DR26122**, and municipally known as **1438 Trowbridge Drive** (the "Property").
2. The Property, along with other properties on the east leg of Trowbridge Drive, has been subject to chronic groundwater issues.
3. The Owner has requested assistance from the City to deal with the chronic groundwater issues on the Property.
4. On December 12, 2014, Council of The Corporation of the City of Oshawa adopted the "On-Lot" solution (see Council report DS-14-203 for details) to help address the drainage issue on 6 properties on the east leg of Trowbridge Drive, specifically 1434, 1438, 1442, 1452, 1456 and 1464 Trowbridge Drive (the "6 properties").
5. In addition, the City restored a defined swale to its original function along the west limit of the Hydro right-of-way at the back of all 6 properties.
6. As well, the City's Community Services Department added the properties municipally known as 1426 through 1464 Trowbridge Drive, including the Property, to the City's annual Foundation Drain Collection Lateral video inspection and cleaning program.
7. On May 19, 2015, Council of The Corporation of the City of Oshawa approved the process for administering, organizing and completing the work required to address the chronic groundwater issues on the each of the 6 properties as designed by Call the Plumbing Doctor Inc. (the "Plumbing Doctor") (see Council report DS-15-101 for details).
8. The City shall pay for the work described herein subject to the terms and conditions set out in this Agreement.

THIS AGREEMENT provides evidence that the parties for themselves, their heirs, executors, administrators, successors and assigns, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, agree to the terms and conditions set out.

1. The City and the Owner acknowledge and agree that the work required to address the chronic groundwater issues includes the installation of an interior perimeter weeping tile system below the basement floor complete with cleanouts.

2. Provided that,

- (a) the Owner retains the Plumbing Doctor to complete the work related to the Property,
- (b) the Plumbing Doctor completes the work related to the Property in a commercially reasonable time prior to December 31, 2015,
- (c) the Plumbing Doctor submits to the City a certificate of completion and functioning of the work related to the Property, and
- (d) the Owner submits to the City written confirmation of completion of and satisfaction with the work related to the Property, acting reasonably,

the City shall pay directly to the Plumbing Doctor the cost of the work related to the Property to an up-set limit of \$15,500 including H.S.T.

3. The Owner acknowledges and agrees that,

- (a) the Owner shall contract directly with the Plumbing Doctor for the work related to the Property,
- (b) the City's payment of the Plumbing Doctor for the work related to the Property under this Agreement is a one-time payment by the City and that the work is related directly to help resolve the chronic groundwater issues,
- (c) the City accepts no liability for the chronic drainage issues affecting the Property now or after the completion of the work, and provides no warranty that the work will resolve the chronic drainage issues,
- (d) the City, its employees, servants, successors, agents and assigns shall not be liable to the Owner for any damage or further damage to the Property arising from or in any way related to the work related to the Property and/or the chronic drainage issues on the Property,
- (e) it is the Owner's responsibility to provide positive drainage on the Property, the cleaning, repair and flushing of the existing weeping tile system outside of the basement walls, and the ongoing maintenance of the weeping tile system, and
- (f) the Owner's sole warranty for the work related to the Property is with the Plumbing Doctor.

4. This Agreement shall be disclosed in response to a request for records pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, Chapter M.56, as amended from time to time.
5. This Agreement contains the entire agreement between the parties with respect to the subject matter and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth in this Agreement with respect to the subject matter of this Agreement.
6. No supplement, amendment or waiver of or under this Agreement shall be binding unless executed in writing by the party or parties to be bound thereby and no waiver by a party of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision or a continuing waiver unless otherwise expressly provided.
7. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns

IN WITNESS WHEREOF each of the parties hereto has affixed its corporate seal by the hands of its proper officers on the date inscribed on the first page of this Agreement.

SIGNED, SEALED AND DELIVERED)

**THE CORPORATION OF THE
CITY OF OSHAWA**

Mayor

City Clerk

S.14(1)

L. Larocque

Witness