

**SITE-SERVICING AGREEMENT**

**THIS AGREEMENT made as of this 08<sup>th</sup> day of January 2019**

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

**Daniel Charles Sinclair**  
(hereinafter called the "Owner")  
OF THE FIRST PART

- and -

**The Corporation of the Town of Minto** (hereinafter called the "Town")  
OF THE SECOND PART

**WHEREAS** the Owner owns the lands in the Town of Minto, in the County of Wellington, described in Schedule "A" hereto (the "Lands") which are lands located at 730 King Street, at the corner of King and Yonge Street in Palmerston;

**AND WHEREAS** the Owner has a conditional approval from the County of Wellington to sever the subject lands under file B102/18 to create one lot fronting on Yonge Street that does not currently have access to water and sewer services and requires a servicing agreement to provide for servicing the lot by extending a water and sanitary service from King Street to service the severed lot;

**AND WHEREAS** the Parties hereto have entered into this Site-Servicing Agreement for the purpose of defining the terms and conditions upon which the water and sanitary services for the vacant severed lot on Yonge Street shall be installed to the satisfaction of the Town of Minto;

**AND WHEREAS** the Owner acknowledges final written approval from the Town is required to confirm that certain servicing conditions of severance are met respecting file B102/18 and that the Owner:

**NOW THEREFORE**, this Agreement witnesseth that in consideration of the covenants herein contained, and other good and valuable consideration, the Parties hereto covenant and agree as follows:

**1. OWNERSHIP AND APPROVALS**

- a) The Owner is the registered owner of Wallace Concession 10, Part Lot 17, RP 61R6684 Part 2, RP 61R10214 Part 3, Former Town of Palmerston, Town of Minto, County of Wellington (hereinafter called "the lands").
- b) The Owner applied to the County of Wellington Planning and Land Division Committee (File B102/18) for consent to sever the lands pursuant to Section 53 of the Planning Act to create a building lot and wishes to fulfil certain conditions of that approval respecting servicing.
- c) The Owner acknowledges that signing this agreement does not imply or provide approval for any future Planning Act applications, and that the Owner shall be responsible for obtaining all such Planning Act approvals and meet all applicable conditions to such approval at its sole cost and expense.
- d) The Owner has received a preliminary estimate of \$40,000 prepared by Triton Engineering to install a 2" water service and a 6" sanitary sewer service from the watermain and sanitary sewage main on or about King Street approximately 36 metres northerly to provide a connection at the lot line for the proposed severed lot, and rather than provide

the full amount with the Town to construct the water and sanitary sewer services at this time, the Owner wishes to provide a deposit and sign a servicing agreement so that they, or a future Owner, pay the full cost to construct the services when it is required to build on the lot created by File B102/18.

- e) Upon execution of this agreement, the Owner shall provide a \$2,500 deposit to the Town which shall be held until the services are to be constructed from the mains on or about King Street to a shut off and a cap at the lot line, so to provide a service to the proposed lot created by File B102/18. The \$2,500 shall continue to be held by the Town through any sale of the lands by the current Owners and is to be used to provide the required engineering design work associated with the services, with the balance returned to the Owner of the severed land upon the completion of the service installations. This agreement shall be binding upon future owners.
- f) When the current Owner or a subsequent owner chooses to proceed with the development of the lands, a written notice shall be forwarded to the Town outlining the Owners wish to proceed. The Town shall arrange the Town's engineer to complete the design work for the services and the current or future Owner shall arrange for and directly pay an approved contractor the full amount of the installation. Upon completion of the work, the \$2,500 deposit held by the Town pursuant to this agreement shall be returned to the present owner, minus the cost of the engineering design work.
- g) The Town shall cause the engineering design of the services no more than three months of receiving the written request under section f) of this agreement, and the current or future owner, as the case may be, shall provide as much notice as possible to the Town in advance of requiring the services.
- h) The Town shall maintain sufficient cash security to ensure completion of the design works in accordance with the terms of this Agreement, and shall refund any remaining cash security, including contingency upon acceptance of the required works by the Town Public Works Department and Wellington County.

## **2. CHANGE IN COST ESTIMATES**

- a) The Owner acknowledges and agrees that any changes or revisions to the engineering design drawings and plans to construct the required works shall be made at the Owner's sole cost and expense to the satisfaction of the Town and the Town's Engineer.

## **3. PROFESSIONAL ENGINEER**

- a) The Town covenants and agrees to retain a consulting Triton Engineering skilled and experienced in municipal work, to design, supervise, layout, inspect and certify installation of the required works to be provided and remedy any defects, and to be responsible to the Town for the design, supervision, layout, inspection, maintenance and remedies until the time of completion of such works.

## **4. DEPOSITS FOR REVIEWING PLANS AND SPECIFICATIONS**

- a) The Owners agree to pay the Town and/or its agent any additional costs in accordance with Town policy established from time to time for legal, planning, administrative, public works and engineering costs for reviewing Planning Act applications that may come forward on the subject lands. This payment may be taken by the Town in the form of a deposit in an amount determined by Town policy and shall be above and beyond any accounts that may be owing under this agreement.
- b) Every provision of this Agreement by which the Owner are obligated in any way is deemed to include the words "at the expense of the Owner and to the Town's satisfaction", unless specifically stated otherwise.

**5. CONNECTION TO MUNICIPAL SERVICES**

- a) The Owner expressly covenant and agree not to activate any of the connections to municipal sewer or municipal water until such times as appropriate permits and approvals have been received by the Town and the County of Wellington, as applicable.

**6. FRONTAGE FEES**

The Owner acknowledges that no frontage fee payment is required for stormwater, water and sanitary sewer mains set out in the current Town policy, as no mains are currently present in front of the severed lot.

**7. NO WORK ON LANDS NOT OWNED BY OWNERS WITHOUT WRITTEN CONSENT**

- a) The Owner acknowledges and agrees that no work shall be carried out on the subject lands without approval from the Town.
  
- b) Where an easement shall be established on the subject lands or any abutting or nearby lands privately owned for any reasons the Owner agrees to provide any necessary full and final release allowing for the said easement on the subject lands and shall be responsible for obtaining such a final release from an abutting or nearby Owners as may be required.

**8. OTHER APPROVALS**

- a) The Owner agrees that it shall forthwith obtain any and all other governmental approvals necessary for the development of their lands and that it shall submit to the Town all the normal and usual plans and documents that may be required to execute the required works under this Servicing Agreement.
  
- b) The Owner shall not remove any trees required for the installation of municipal servicing works comprising underground services, until final written approval of the Town has been received and construction of the works is proceeding.

**9. NOTICE**

- a) Where this Agreement requires notice to be given by one party to the other, such notice shall be in writing and delivered either personally, by email or by facsimile transmission by one party to the other party at their addresses and facsimile numbers noted below. Such notice shall be deemed to have been given, if by personal delivery, on the date of delivery, and if by facsimile transmission or email, on date of delivery of electronic confirmation of receipt obtained:

The Town of Minto  
Attention: Terry Kuipers, C.B.O  
5941 Highway 89,  
Harriston ON, NOG 1Z0

Phone: (519) 338-2511 Ext 228  
Fax: (519) 338-2005  
Email: terry@town.minto.on.ca

To the Owner:  
Daniel Sinclair  
9161 Wellington Rd 5  
Harriston ON NOG 1Z0

Phone: (519) 338-5350  
Cell: (519) 505-6552  
Email: info@sinclair-construction.ca

**10. OTHER PROVISIONS**

- (a) The Owner agree to indemnify and save harmless the Town, its agents or servants against all actions, causes of action of any kind including causes of action of negligence, suits, claims and demands whatsoever in tort, contract or otherwise which may arise either directly or indirectly by reason of the Owner executing this pre-servicing agreement.
- (b) If any of the provisions of this Agreement are found by a court of competent jurisdiction to be unenforceable it shall not affect the enforceability of each and every other clause contained herein.
- (c) This Agreement shall be binding on the Parties hereto and the Owner consent to its registration by the Town such that it shall ensure to the benefit of their successors and assigns

**11. SCHEDULES**

- a) The following schedules attached hereto form an integral part of this Agreement:
  - 1. Schedule "A" - Legal Description of the Lands.

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

**THE CORPORATION OF THE TOWN OF MINTO**

Per: \_\_\_\_\_  
**Mayor George Bridge**

Per: \_\_\_\_\_  
**Acting Clerk Gordon Duff**

**We have authority to bind the Corporation.**

**OWNERS:**

\_\_\_\_\_  
**Witness**

Per: \_\_\_\_\_  
**Daniel Charles Sinclair**

SCHEDULE A

Description of Subject Lands

Wallace Concession 10, Part Lot 17, RP 61R6684 Part 2, RP 61R10214 Part 3, (to be Part 1 of RP 61R21481) Former Town of Palmerston, Town of Minto, County of Wellington as shown on the survey below:

