

SITE SERVICING AGREEMENT

THIS AGREEMENT made as of this 3rd day of May 2022

B E T W E E N:

Cathryn Robinson

(hereinafter called the "Developer No. 1")

OF THE FIRST PART;

Cole Jeffrey Robinson

(hereinafter called the "Developer No. 2")

OF THE SECOND PART;

- and -

The Corporation of the Town of Minto

(hereinafter called the "Town")

OF THE THIRD PART

WHEREAS Developer No. 1 and Developer No. 2 own the lands adjacent to the Elgin Street Road Allowance in the former Town of Palmerston, Town of Minto, in the County of Wellington, described in Schedule "A" hereto (the "Adjacent Lands") which are lands located at 401 Jane Street, 209, 213 and 217 Elgin Street, legally described as: Lot 76 and Part Lot 77, Survey Casell & Clements, being Parts 5 & 6 on 61R-21608; and, Lots 73, 74 and 75, Survey Casell & Clement's on 60R-1529; Palmerston; Minto.

AND WHEREAS the Developer No. 1 has a conditional approval from the County of Wellington to sever 401 Jane Street under files B1-22 and B2-22, which does not currently have frontage on an open public street nor access to water, sanitary or stormwater services and requires a Site Servicing Agreement to provide for access and these services to the Adjacent Lands by constructing the road, services and associated infrastructure within the Elgin Street road allowance to service the Adjacent Lands;

AND WHEREAS the Parties hereto are entering into this Site Servicing Agreement for the purpose of defining the terms and conditions upon which the construction of the road, the water, wastewater and stormwater services and associated infrastructure to service the Adjacent Lands, to be installed to the satisfaction of the Town of Minto;

AND WHEREAS Developer No. 1 acknowledges final written approval from the Town is required to confirm that certain access and servicing conditions are met respecting files B1-22 and B2-22;

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 Developer No. 1 is the registered owner of Adjacent Lands, described as 401 Jane Street, 209 and 217 Elgin Street, within the former Town of Palmerston, Town of Minto, County of Wellington. Developer No. 2 is the registered owner of Adjacent Lands, described as 213 Elgin Street, within the former Town of Palmerston, Town of Minto, County of Wellington.

- b) The Developer No. 1 has applied to the County of Wellington Planning and Land Division Committee (Files B1-22 and B2-22/19) for consent to sever 401 Jane Street pursuant to Section 53 of the Planning Act to create two severed lots and one retained lot and wishes to fulfil certain conditions of that approval respecting access and servicing.
- c) Developer No. 1 and Developer No. 2 (the “Developers”, when described together) acknowledges that signing this Agreement does not imply or provide approval for any future Planning Act applications, and that they shall be responsible for obtaining all such Planning Act approvals and meet all applicable conditions to such approval at its sole cost and expense.
 - a. The Developers agrees that the costs for all works as defined within the plans and documents shown within Schedule “B”, including any works required by private services, are at the sole cost of the Developer, to the satisfaction of the Town.

2. PROFESSIONAL ENGINEER

- a) The Town covenants and agrees to retain a consulting Engineer (Triton Engineering) skilled and experienced in municipal work, to supervise, inspect and certify installation of the required works to be provided and remedy any defects, if required by the Public Works Department of the Town of Minto, at the sole cost of the Developers.

3. CONNECTION TO MUNICIPAL SERVICES

- a) The Developers expressly covenant and agree not to activate any of the connections to municipal services until such times as approvals have been received by the Town.

4. NOTICE

- a) Where this Agreement requires notice to be given by one party to others, 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:

To the Town:

The Corporation of 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 Developer No. 1:

Cathy Robinson
345 York St
P.O. Box 136
Palmerston, ON
NOG 2P0

Phone: (519) 343-3900

Email: jeffrobinson@wightman.ca

To Developer No. 2:
Cole Robinson
345 York St
P.O. Box 136
Palmerston, ON
NOG 2P0

Phone: (519) 886-3606
Email: colejeffreyrobinson@hotmail.com

5. OTHER PROVISIONS

- a) The Developers agrees 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 Developer executing this Site Servicing Agreement, unless any such claim or action are the result of the negligence of the Town, its agents, servants or employees.
- 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 Developers consents to its registration by the Town such that it shall ensure to the benefit of their successors and assigns. This agreement shall be binding upon future owners.

6. SCHEDULES

- a) The following schedules attached hereto form an integral part of this Agreement:
 1. Schedule "A" - Legal Description of the Lands.
 2. Schedule "B" - Elgin Street Construction Plans.
 3. Schedule "C" - Engineer Estimated Cost of Construction

7. SECURITIES

Upon the execution of this agreement, the Developers agrees to post a cash security in the amount of 110% of the engineering cost estimate in the amount of Six Hundred and Sixty-Two Thousand, Two Hundred dollars (\$662,200.00). The Town agrees to pay the Developers' contractor directly upon acceptance of the completed works to the satisfaction of the Town's engineer, to an amount not exceeding 100% of the engineering cost estimate of Six Hundred and Two Thousand Dollars (\$602,000.00). In the event that the cost of the works exceeds the engineering cost estimate, the Developers agrees to pay their contractor the difference. Should the construction cost subceed the engineering cost estimate the Town agrees to reimburse the owner upon issuing substantial completion. The remaining 10% of Sixty Thousand and Two Hundred Dollars (\$60,200.00) of the security will be retained by the Town for a two-year maintenance period, starting on the date the Town's engineer accepts the completed works. Upon the expiration of the maintenance period and any deficiencies remediated, the Town shall return the remaining security to the Developers.

8. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the

same instrument. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original signature on the execution page hereof to the other Party by facsimile or electronic transmission and such transmissions shall constitute delivery of an executed copy of this Agreement to the receiving party.

IN WITNESS WHEREOF the parties have executed this Agreement.

THE CORPORATION OF THE TOWN OF MINTO

Per: _____
Mayor George A. Bridge

Per: _____
Clerk Annilene McRobb

We have authority to bind the Corporation.

CATHRYN ROBINSON

Per: _____
Cathryn Ann Robinson (Developer No. 1)

I have authority to bind the Corporation.

COLE JEFFREY ROBINSON

Per: _____
Cole Jeffrey Robinson (Developer No. 2)

I have authority to bind the Corporation.

SCHEDULE "A"
Description of Adjacent Lands

Developer No. 1, is the registered owner of:

401 Jane Street, legally described as Lot 76 and Part Lot 77, Survey Casell & Clements, being Parts 5 & 6 on 61R21608, Palmerston (now Minto); and,
209 and 217 Elgin Street, legally described as Lots 73 and 75, Survey Casell and Clement's [on 60R-1529](#); Palmerston; Minto.

Developer No. 2, is the registered owner of:

213 Elgin Street, legally described as Lot 74, Survey Casell and Clement's; Palmerston; Minto.

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SCHEDULE "B"
Elgin Street Construction Plans

The following plans and documents form the scope of the works:

- Site Plan and Grading Plan, Elgin St; Prepared by Moorefield Excavating, Sheet Number SP/GRAD-1, Rev. No. 2, dated 03-25-2022;
- Sediment And Erosion Control Plan, Elgin St; Prepared by Moorefield Excavating, Sheet Number GRAD-2, Rev. No. 2, dated 03-25-2022;
- Plan and Profile, Elgin Street; Prepared by Moorefield Excavating, Sheet Number P&P1, Rev. No. 2, dated 03-25-2022;
- Illuminance Values; Prepared by Cree Lighting Canada, Page D1, Rev. No. 1, dated 03/23/22

SCHEDULE "C"
Engineer Estimated Cost of Construction

PROJECT NAME: Elgin Street
INCLUDES WORK COMPLETED UP TO:
CONTRACTOR: Moorefield Excavating Ltd.
OWNER: Jeff Robinson
CONSULTING ENGINEER: Moorefield Excavating Ltd.

Item No.	Description	Unit	Tender Qty	Unit Price	Total
A.0 General Conditions					
A.1	Mobilization and demobilization and site clean-up. Amount included in other bid items.	L.S.	1	\$ 0.00	\$ 0.00
A.2	Soils Testing	ALLOW	1	\$ 5,000.00	\$ 5,000.00
A.3	Layout. Amount included in other bid items.	L.S.	1	\$ 0.00	\$ 0.00
A.4	Traffic Control. Amount included in other bid items.	L.S.	1	\$ 0.00	\$ 0.00
A.5	Dust Control. Amount included in other bid items.	L.S.	1	\$ 0.00	\$ 0.00
Subtotal - A.0 General Conditions					\$ 5,000.00
B.0 Removals, Earthworks and Ponds					
B.1	Removal of all Asphalt Pavement	m ²	160	\$ 7.75	\$ 1,240.00
B.2	Cold Plane Asphalt	m ²	50	\$ 50.00	\$ 2,500.00
B.3	Supply and install silt fence	m	35	\$ 9.50	\$ 332.50
B.4	Supply and install straw bale flow check dams at DI after construction	Ea.	4	\$ 275.00	\$ 1,100.00
B.5	Earth Excavation - topsoil stripping and stockpiling (assume 0.3m depth)	m ³	870	\$ 7.50	\$ 6,525.00
B.6	Earth Excavation - filling of import material from 0.3 below finished grade to 0.7m below road surface	m ³	2060	\$ 26.00	\$ 53,560.00
Subtotal - B.0 Removals, Earthworks and Ponds					\$ 65,257.50
C.0 Sanitary Sewers					
C.1	Connect to existing sanitary sewer structure stub	Ea.	1	\$ 755.00	\$ 755.00
C.2	200 mm diameter PVC sanitary sewer (DR 35)	m	100	\$ 160.00	\$ 16,000.00
C.3	125 mm diameter PVC sanitary sewer (DR 28) lateral (from main to property line) connection by prefabricated Tee, end plug and marker stake	Ea.	10	\$ 1,675.00	\$ 16,750.00
C.4	1200 mm diameter precast sanitary maintenance hole c/w frame and grate	Ea.	1	\$ 6,390.00	\$ 6,390.00
C.6	Sanitary Sewer cleaning, video and testing	L.S.	1	\$ 4,125.00	\$ 4,125.00
C.6	Sanitary Sewer cleaning, video and testing	L.S.	1	\$ 4,125.00	\$ 4,125.00
Subtotal - C.0 Sanitary Sewers					\$ 48,145.00

PROJECT NAME:
INCLUDES WORK COMPLETED UP TO:
CONTRACTOR:
OWNER:
CONSULTING ENGINEER:

Elgin Street
 Moorefield Excavating Ltd.
 Jeff Robinson
 Moorefield Excavating Ltd.

Item No.	Description	Unit	Tender Qty	Unit Price	Total
D.0 Water and Servicing					
D.1	150 mm diameter PVC watermain, (DR 18) and all associated appurtenances	m	105	\$ 168.00	\$ 17,640.00
D.2	Watermain tracer wire and connectivity test	L.S.	1	\$ 400.00	\$ 400.00
D.3	Connect to existing 150 mm dia. watermain stub	Ea.	1	\$ 2,300.00	\$ 2,300.00
D.4	25 mm dia. water services (including curb stop, box, and service saddle and corporation stop), test tail and marker stake)	Ea.	10	\$ 1,045.00	\$ 10,450.00
D.5	Fire hydrant (including tee offset pipe and valve)	Ea.	1	\$ 8,865.00	\$ 8,865.00
D.6	Supply and install 50mm rigid insulation adjacent to storm structures	Ea.	1	\$ 190.00	\$ 190.00
D.7	Watermain pressure testing, flushing, chlorination and commissioning.	L.S.	1	\$ 1,600.00	\$ 1,600.00
Subtotal - D.0 Water and Servicing					\$ 41,445.00
E.0 Storm Sewers					
E.1	300mm diameter Concrete Storm Sewer	m	135	\$ 225.00	\$ 30,375.00
E.2	375mm diameter HDPE Storm Sewer	m	90	\$ 155.00	\$ 13,950.00
E.3	600 x 600 ditch inlet and yard catch basin c/w frame and grate	Ea.	3	\$ 2,950.00	\$ 8,850.00
E.4	600 mm x 1450 mm precast double catch basin c/w frame and grate	Ea.	1	\$ 4,025.00	\$ 4,025.00
E.5	1200mm diameter precast manhole c/w frame and grate (1 MH, 1 CBMH, 1 DCBMH)	Ea.	3	\$ 4,925.00	\$ 14,775.00
E.6	Break into existing concrete pipe and install 1200mm diameter precast manhole c/w frame and grate manole inline with existing 450mm diameter sewer and make connection to Town approval (1 MH, 2 CBMH)	Ea.	2	\$ 5,125.00	\$ 10,250.00
E.7	100mm PVC SDR28 service lateral (from main to property line) connection by prefabricated tee, end plug and marker stake.	Ea.	12	\$ 1,565.00	\$ 18,780.00
E.8	Storm sewer cleaning, video and testing.	L.S.	1	\$ 6,260.00	\$ 6,260.00
E.8	Storm sewer cleaning, video and testing.	L.S.	1	\$ 6,260.00	\$ 6,260.00
Subtotal - E.0 Storm Sewers					\$ 113,525.00

PROJECT NAME:
INCLUDES WORK COMPLETED UP TO:
CONTRACTOR:
OWNER:
CONSULTING ENGINEER:

Elgin Street
 Moorefield Excavating Ltd.
 Jeff Robinson
 Moorefield Excavating Ltd.

Item No.	Description	Unit	Tender Qty	Unit Price	Total
G.0 Roadworks and Surfaces					
G.1	prepare ROW subgrade	LS	1	\$ 2,675.00	\$ 2,675.00
G.2	150 mm diameter pipe subdrain pipe in knitted geotextile sock (including 2 m solid pipe) into structure	m	230	\$ 30.00	\$ 6,900.00
G.3	HL-4 Hot Mix, Hot Laid Asphaltic Concrete Paving - 50 mm HL4 Base	tonne	123	170	\$ 20,910.00
G.4	HL-3 Hot Mix, Hot Laid Surface Asphaltic Concrete Paving Surface, 40 mm	tonne	98	190	\$ 18,696.00
G.5	Cold Plaining Existing Asphlat (min depth 40mm)	m2	22	110	\$ 2,376.00
G.6	Granular "A" 150mm road base	tonne	515	16	\$ 8,240.00
G.7	Granular "B" 450mm road base	tonne	1300	13	\$ 16,900.00
G.8	Concrete Curb and Gutter Systems (all types)	m	230	85	\$ 19,550.00
G.9	Concrete Sidewalk (all types)	m2	280	100	\$ 28,000.00
G.10	Tactile Plates	ea	2	225	\$ 450.00
G.11	Erection of Traffic Control Signage and Street Signs to Town standard.	L.S.	1	\$ 3,150.00	\$ 3,150.00
Subtotal - G.0 Roadworks and Surfaces					\$ 127,847.00

H.0 Joint Use Trench and Streetlighting					
H.1	Joint Use Trench	L.S.	1	\$ 30,000.00	\$ 30,000.00
H.2	Concrete Encased Ductbank	L.S.	1	\$ 2,000.00	\$ 2,000.00
H.3	Streetlights	ea	2	\$ 5,250.00	\$ 10,500.00
Subtotal - H.0 Joint Use Trench and Streetlighting					\$ 42,500.00

TOTAL - A.0 to H.0	\$ 443,719.50
Contingency	\$44,371.95
Engineering Allowance 10%	\$44,371.95
Subtotal	\$532,463.40
HST	\$69,220.24
Total	\$601,683.64

Total rounded to \$602,000.00