

SITE SERVICING AGREEMENT

THIS AGREEMENT made as of this 12th day of July 2022

B E T W E E N:

Trustees of the Congregation of Knox Church in the Town of Palmerston

(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 addressed as 305 Main Street West and 315 Main Street West in the former Town of Palmerston, Town of Minto, in the County of Wellington, described in Schedule "A" hereto (the "Lands") which are legally described as: LOT 65 SURVEY BORTHWICK'S PALMERSTON EXCEPT R0694631; LT 66 SURVEY BORTHWICK'S PALMERSTON EXCEPT R0694631; LT 71 SURVEY BORTHWICK'S PALMERSTON EXCEPT DN10973, RON75176, DN42004 & R0694631; MINTO;

AND WHEREAS the Owner has a conditional approval from the County of Wellington to sever 305 Main Street West from the retained 315 Main Street West under Consent Application B17-22, which the severed parcel does not have a separate and individual water service from Henry Street or Main Street West;

AND WHEREAS the Parties hereto are entering into this Site Servicing Agreement for the purpose of clearing Condition #7, the servicing condition, within the conditionally approved application B17-22, to service the severed Lands to the satisfaction of the Town of Minto;

AND WHEREAS the Owner acknowledges that final written approval from the Town is required to confirm that certain servicing conditions are met respecting file B17-22;

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 Owner is the registered owner of 305 Main Street West and 315 Main Street West, within the former Town of Palmerston, Town of Minto, County of Wellington.
- b) The Owner has applied to the County of Wellington Planning and Land Division Committee (File B17-22) for a consent to sever 305 Main Street West pursuant to Section 53 of the *Planning Act* to create two separate lots, with the other being the retained lot at 315 Main Street West 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 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 Owner agrees that the costs for all works as within the Town's Right-Of-Way and all private service extensions, are at the sole cost of the Owner, 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 Owner.

3. CONNECTION TO MUNICIPAL SERVICES

- a) The Owner expressly covenant and agree not to activate any 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 the Owner:

Trustees of the Congregation of Knox Church in the Town of Palmerston
C/O Melinda Heidinga and Warren McEachern
250 Cumberland St
P.O. Box 931
Palmerston, ON
NOG 2P0

Phone: (519) 343-5717

Email: melindaheidinga@hotmail.com

linda.mceachern_2@sympatico.ca

5. OTHER PROVISIONS

- a) The Owner 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 Owner 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) The Owner agrees that if the required Works are not completed within a year of the signing of this Agreement, the Town may enter onto the property and cause the Works to be completed, using the posted securities to pay for the works.
- c) 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.
- d) This Agreement shall be binding on the Parties hereto and the Owner consents to its registration by the Town such that it shall ensure to the benefit of their successors and assigns, if required by the Town. 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" – Works to be Completed.
 - 3. Schedule "C" – Quoted Estimated Cost of Construction

7. SECUTIRIES

Upon the execution of this agreement, the Owners agrees to post a cash security in the amount of 110% of the quoted cost estimate in the amount of Fifteen Thousand, Three Hundred and Twenty Dollars and Eighty Cents (\$15320.80) to the Town of Minto. The Owner agrees to pay their contractor directly for the cost of the Works. Upon acceptance of the water service installation and the removal/abandonment of the existing water service to the dwelling unit, the Town shall retain \$5000.00 of the total security amount and return the balance of the security to the Owner. The remaining security amount shall be held by the Town as security for a one-year maintenance period, starting the day the works are accepted by the Town. Upon the expiration of the maintenance period and any deficiencies remediated to the satisfaction of the Town, the Town shall return the remaining security to the Owner.

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.

TRUSTEES OF THE CONGRAGATION OF KNOX CHURCH
IN THE TOWN OF PALMERSTON

Per: _____
Melinda Heidinga

Per: _____
Warren McEachern

I have authority to bind the Corporation.

SCHEDULE "A"
Legal Description of the Lands

The Owner is the registered owner of:

305 and 315 Main Street West, legally described as LOT 65 SURVEY BORTHWICK'S PALMERSTON EXCEPT R0694631; LT 66 SURVEY BORTHWICK'S PALMERSTON EXCEPT R0694631; LT 71 SURVEY BORTHWICK'S PALMERSTON EXCEPT DN10973, RON75176, DN42004 & R0694631; MINTO

SCHEDULE "B"
Work to be Completed

The Works are to be completed by the Owner, at the Owner's sole expense, to the satisfaction of the Town:

- Install a new 1" water service from the Water Main within the Henry Street Road allowance into the dwelling unit at 305 Main Street West in accordance with the Town's Standards;
- Disconnect and abandon the existing water service to the dwelling unit at 305 Main Street West from the shared water service with 315 Main Street West, to the satisfaction of the Town;
- Repair or replace all damage to the Town's or the Owner's properties, to restore the sites to the same condition as before the Works commenced, to the satisfaction to the Town.

SCHEDULE "C"
Quoted Estimated Cost of Construction

REEVES CONSTRUCTION LIMITED
372 MAIN STREET NORTH
MOUNT FOREST, ONTARIO
N0G 2L0

June 23, 2022

Knox Presbyterian Church
305 Main Street,
Palmerston, Ont.
Attn: Mr. Warren McEachern

Re: Quote
Water Service off Henry St to House

This quotation includes all labour and material to install the following.

1" waterline, complete restoration (waterline to be chlorinated)
Waterline will have tracer wire
Water service to town specifications

For the sum of: 13,928.00 plus HST

Thank you for the opportunity to provide this quotation.

Yours truly

REEVES CONSTRUCTION LIMITED

Christine Elliott

for

DOUGLAS REEVES

Quote accepted by: _____ Dated: _____