

## SITE SERVICING AGREEMENT

THIS AGREEMENT made as of this 5<sup>th</sup> day of September  
2023

### B E T W E E N:

**Ella Mae Martin and Paul Martin**  
(hereinafter called the "Developers")  
OF THE FIRST PART;

- and -

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

**WHEREAS** the Developers own lands adjacent to Allan Street West in the former Village of Clifford, Town of Minto, in the County of Wellington, described in Schedule "A" hereto (the "Lands"), which are lands located at 69 Allan Street West, legally described as: PKLT 17 W/S MINTO ST PL VILLAGE OF CLIFFORD (CON D) CLIFFORD; PKLT 18 W/S MINTO ST PL VILLAGE OF CLIFFORD (CON D) CLIFFORD; PKLT 19 W/S MINTO ST PL VILLAGE OF CLIFFORD (CON D) CLIFFORD; PKLT 20 W/SMINTO ST PL VILLAGE OF CLIFFORD (CON D) CLIFFORD; PKLT 21 W/S MINTO ST PL VILLAGE OF CLIFFORD (CON D) CLIFFORD; PKLT 22 W/S MINTO ST PL VILLAGE OF CLIFFORD (CON D) CLIFFORD EXCEPT PTS 1-5 60R3363, PTS 1-7 60R1592 & PTS 1 & 360R2730; MINTO;

**AND WHEREAS** the Developers have a conditional approval from the County of Wellington to sever 69 Allan Street West under files B44-23, B45-23, B46-23, B47-23 and B48-23, which contains servicing conditions;

**AND WHEREAS** the parcels within severance files B44-23, B45-23, B46-23, B47-23 and B48-23 have been identified as: Lands To Be Severed (1), Lands To Be Severed (2), Lands To Be Severed (3), Lands To Be Severed (4), Lands To Be Retained and Proposed Drainage Easement within the severance application files, as shown in Schedule "B";

**AND WHEREAS** the Parties hereto are entering into this Site Servicing Agreement to address the servicing conditions for Lands To Be Severed (4) (the "Subject Parcel"), as the Subject Parcel does not currently have access to a sanitary sewer service and requires a Site Servicing Agreement to provide for the connection to this main to the Subject Parcel once available within the Allan Street West road allowance;

**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 a sanitary sewer service to the Subject Parcel, to be installed to the satisfaction of the Town of Minto;

**AND WHEREAS** the Developers acknowledge that final written approval from the Town is required to confirm that certain servicing conditions are addressed respecting severance file B47-23;

**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 Developers are the registered owner of the Lands, described as 69 Allan Street, within the former Village of Clifford, Town of Minto, County of Wellington.
- b) The Developers have applied to the County of Wellington Planning and Land Division Committee (Files B44-23, B45-23, B46-23, B47-23 and B48-23) for consent to sever 69 Allan Street West pursuant to Section 53 of the Planning Act to create four severed lots, one retained lot and one drainage easement and wishes to fulfil certain conditions of that approval respecting servicing.
- c) The Developers acknowledge 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.

## **2. PROFESSIONAL ENGINEER**

- a) The Town covenants and agrees to retain their consulting Engineer, 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 acknowledge that the Subject Parcel is not currently serviced by a municipal sanitary sewer connection and is currently connected to a septic system.
- b) The Developers agree to connect to the sanitary sewer main at the time it is being constructed across the frontage of the Subject Parcel. Further, upon the connection to the sanitary sewer main, the Developers agree to decommission the existing septic system within 30 days from the date of the connection to the municipal sanitary sewer main, at their sole expense.
- c) The Developers agree that in the event the existing municipal water service connection is not completely located within the Subject Parcel, the Developers will relocate the service line onto the Subject Parcel at their sole expense.
- d) 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: Director of Building and Planning Services  
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 Developers:  
Ella Mae Martin and Paul Martin  
5563 Wellington Rd 2  
R.R. #3  
Clifford, ON  
NOG 1M0

Phone: (519) 327-6696  
Email: paul@triplef.ca

## 5. OTHER PROVISIONS

- a) The Developers 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 Developers 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 consent to its registration on Title by the Town such that it shall ensure to the benefit of their successors and assigns. This agreement shall be binding upon future owners.
- d) The Developers agree to permit grading alterations of the Subject Parcel to occur in accordance with the Approved Grading and Drainage plan for the orderly development of the adjacent Lands at the expense of the owner of the adjacent Lands.

## 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" – Severance Application Sketch

## 7. SECURITIES

- a) Upon the execution of this agreement, Developers agree to post a cash security in the amount of Fifteen Thousand dollars (\$15,000.00) to ensure the existing water service is solely within the Subject Parcel, and in the event it is located within another parcel, it is relocated within the Subject Parcel, and the connection to the sanitary sewer to the existing dwelling unit and the decommissioning of the septic system is completed.
- b) In the event that the Developers do not complete the works required by this Agreement at the time the sanitary sewer is extended in front of the Subject Parcel, the Developers acknowledge that the Town can enter onto the Subject Parcel and cause the works to be completed. If the costs of the works required by this Agreement exceeds the security amount, the Developers agree to pay the Town the difference. If the costs of the works are less than the security amount, the Town agrees to refund the difference to the Developers upon the completion of the works.
- c) Upon the verified location or relocation of the water service, the installation of a sanitary

sewer service and the decommissioning of the septic system to the satisfaction of the Town, the Town shall refund the 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 Dave Turton

Per: \_\_\_\_\_  
Clerk Annilene McRobb

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

**ELLA MAE MARTIN**

Per: \_\_\_\_\_  
Ella Mae Martin (Owner)

**PAUL MARTIN**

Per: \_\_\_\_\_  
Paul Martin (Owner)

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

**SCHEDULE "A"**  
**Description of Adjacent Lands**

69 Allan Street West, legally described as:

PKLT 17 W/S MINTO ST PL VILLAGE OF CLIFFORD (CON D) CLIFFORD; PKLT 18 W/S MINTO ST PL VILLAGE OF CLIFFORD (CON D) CLIFFORD; PKLT 19 W/S MINTO ST PL VILLAGE OF CLIFFORD (CON D) CLIFFORD; PKLT 20 W/S MINTO ST PL VILLAGE OF CLIFFORD (CON D) CLIFFORD; PKLT 21 W/S MINTO ST PL VILLAGE OF CLIFFORD (CON D) CLIFFORD; PKLT 22 W/S MINTO ST PL VILLAGE OF CLIFFORD (CON D) CLIFFORD EXCEPT PTS 1-5 60R3363, PTS 1-7 60R1592 & PTS 1 & 360R2730; MINTO

PIN 71003-0031

## SCHEDULE "B" Severance Application Sketch

The following sketch describes the location of the proposed parcels to be created by severance applications B44-23, B45-23, B46-23, B47-23 and B48-23:

