

## SITE SERVICING AGREEMENT

THIS AGREEMENT made as of this 18<sup>th</sup> day of June 2024

### 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 (1); Lands To Be Severed (2); Lands To Be Severed (3); and, Lands To Be Severed (4) (the "Severed Parcels"), as the Lands To Be Severed (1), Lands To Be Severed (2) and Lands To Be Severed (3) do not have access to a sanitary sewer main and service and are not serviced with a water service lateral, and Lands To Be Severed (4) does not have access to a sanitary sewer main and service;

**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 main and services, and water service laterals to the Severed Parcels, as required, 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 files B44-23, B45-23, B46-23 and B47-23;

**AND WHEREAS** this Site Servicing Agreement supersedes and repeals the Site Servicing Agreement between the Parties pertaining to the property dated the 5th day of September 2023;

**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 Severed Parcels do not have access to a municipal sanitary sewer and services and Lands To Be Severed (1), Lands To Be Severed (2) and Lands To Be Severed (3) are not serviced with municipal water service laterals, and Lands To Be Severed (4) is currently connected to a septic system.
- b) The Developers acknowledges that the Town has engaged its consulting Engineer to design the municipal sanitary sewer extension across the frontage of the Severed Parcels and water and sanitary services to the Severed Parcel ("the Works"), as required, at the sole cost of the Developers. And further, the Developers acknowledge that the Town intends on tendering this work as per the Town Procurement By-Law.
- c) The Developers agree that upon acceptance of a tender for the Works, the Developers will post Securities in accordance with Section 7, and the cost of the Works are at the sole cost of the Developers.
- d) The Developers agree to connect to the sanitary sewer main at the time it is being constructed across the frontage of the Lands To Be Severed (4). 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, which is above the tendered/security amount. The Developers acknowledge and agree that if the works within Lands To Be Severed (4) are not completed within 30 days from the installation of the sanitary main, the Town and/or its contractor may enter onto Lands To Be Severed (4) and complete the works contained within this clause at the sole cost of the Developer.
- e) The Developers agree that in the event the existing municipal water service connection is not completely located within the Lot To Be Severed (4), the Developers will relocate the service line onto the Subject Parcel at their sole expense.

- f) 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) Upon the execution of this Site Servicing Agreement, the Town will have the previous September 5<sup>th</sup>, 2023 Site Servicing Agreement to be discharged from the Title of the parcels.
- e) The Developers agree to permit grading alterations of the Severed Parcels 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
  3. Schedule "C" – Extension of Sanitary Sewer, Allan Street West, Construction Plans.
  4. Schedule "D" – Tendered Cost of Construction

## 7. SECURITIES

- a) The Town acknowledges that it currently holds cash securities in the amount of Fifteen Thousand Dollars (\$15,000.00) under the terms of the previous September 5<sup>th</sup>, 2023 Site Servicing Agreement. And further, the Town acknowledges that it holds an Allan Street West design cash deposit remaining for the Engineer Design of the Works described in Schedule 'C' in the amount of Eight Hundred, Seventy-six Dollars and 58 cents (\$876.58).
- i. Upon the execution of this Agreement, the Town will refund the remaining design deposit and the securities under the terms of the previous Site Servicing Agreement in a reasonable and timely manner to the Developers.
- b) Upon the execution of this Agreement, the Developers agree to post a total cash amount of 100% of the tendered amount in the amount of Two Hundred and Forty-Two Thousand, Seven Hundred and Seventeen dollars (\$242,717.00).
- i. The Developers and the Town agree the tendered cash amount will be used to construct the Works, at the sole cost of the Developers and in accordance with the entirety of Section 7.
  - ii. The Developers agree that if the works required under clause 3 d) are not completed within the timeframe required within that clause and the Town causes clause 3 d) works to be completed, the Town will utilize any securities remaining to complete these works. If the works required in clause 3 d) exceed any securities amounts remaining, the Developers agrees to pay for all additional expenses within 30 days from the date of the invoice for the cost of these works.
- c) The Town agrees to enter into a contract with the contractor accepted through the tender process for the works described in Schedule 'C' to the satisfaction of the Town's engineer, in an amount not exceeding 100% of the tendered amount of Two Hundred and Forty-Two Thousand, Seven Hundred and Seventeen dollars (\$242,717.00). In the event that the cost of the works exceeds the tendered amount, the Developers agree to pay the difference. Should the construction cost subceed the tendered amount, the Town agrees to reimburse the Developers upon issuing substantial completion notice.

## 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**

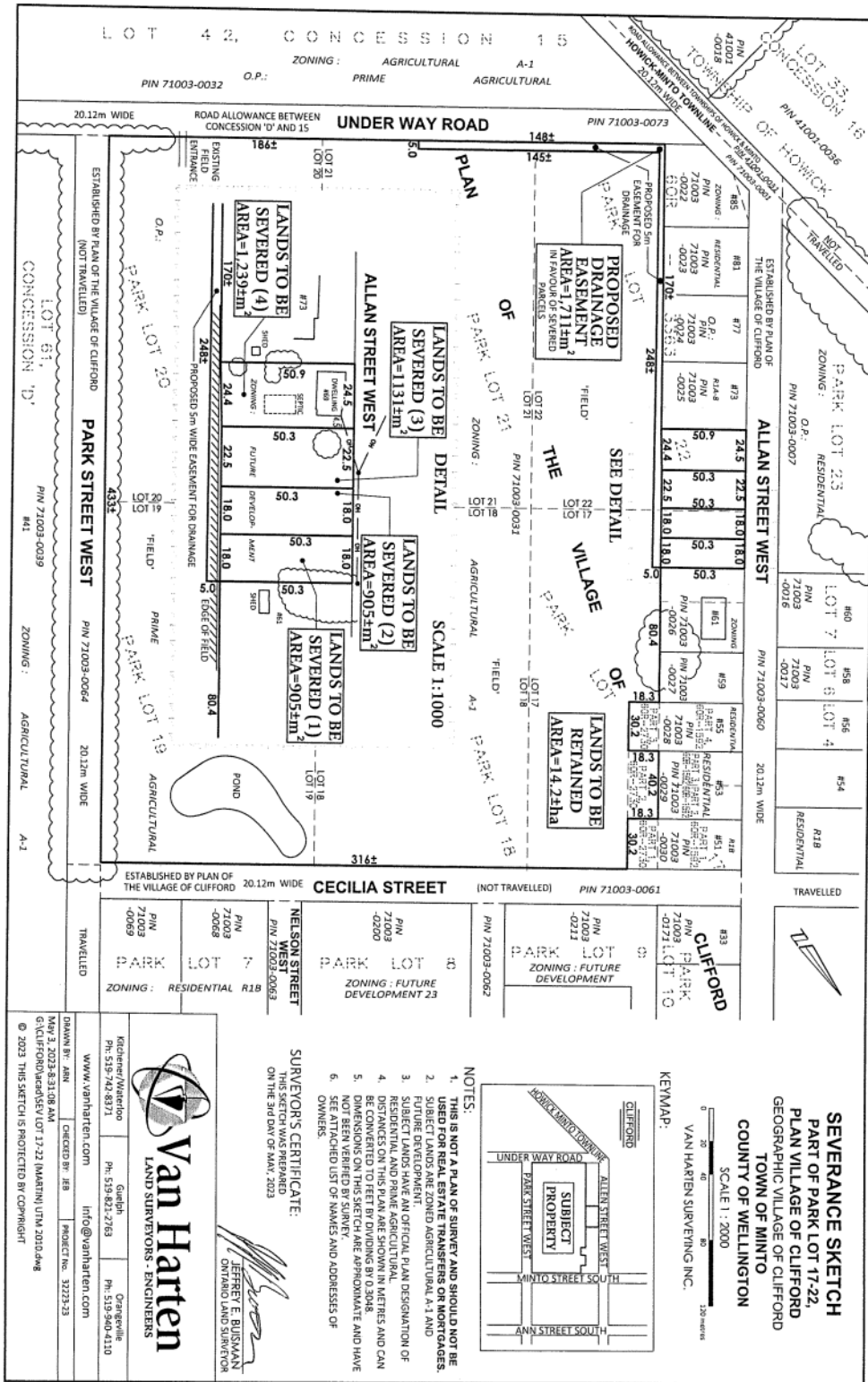
69 Allan Street West, legally described as:

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:



## **SCHEDULE "C"**

### **Extension of Sanitary Sewer, Allan Street West, Construction Plans**

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

- Extension Of Sanitary Sewer; Allan Street West; Clifford, Prepared by Triton Engineering Services Limited, Contract No. 6647-24, Project No. M6647
  - Title Page;
  - Plan and Profile 1+035 To 1+215, Drawing Number 01,
  - Typical Section, Drawing Number 02



**SCHEDULE "D"**  
**Tendered Cost of Construction**

May 29, 2024

TOWN OF MINTO

EXTENSION OF SANITARY SEWER, ALLAN ST. W, CLIFFORD

CONTRACT NO. 6647-24

COST BREAKDOWN SUMMARY

BASED ON TENDER PRICES SUBMITTED BY  
HANNA AND HAMILTON CONSTRUCTION

	TENDER PRICE
SECTION 1 – ROADS AND DRAINAGE	- \$ 96,708.75
SECTION 2 – SANITARY SEWERS	- \$ 55,362.25
SECTION 3 – WATER WORKS	- \$ 16,662.00
SECTION 4 – MISCELLANEOUS	- \$ 13,994.00
<b>TOTAL CONTRACT PRICE (Excluding H.S.T.)</b>	<b>- \$ 182,727.00</b>
CONTINGENCY ALLOWANCE	- \$ 20,000.00
ENGINEERING (SITE INSPECTION & CONTRACT ADMINISTRATION FOR CONSTRUCTION) INCLUDING MATERIAL TESTING, EXCESS SOILS TESTING AND REPORTING (ESTIMATED)	- \$ 40,000.00
<b>TOTAL ESTIMATED COST (Excluding H.S.T.)</b>	<b>- \$ 242,727.00</b>