

SITE-SERVICING AGREEMENT

THIS AGREEMENT made as of this 20th day of March, 2018

B E T W E E N:

Galaxy Construction (hereinafter called the "Owner")
OF THE FIRST PART

- and -

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

WHEREAS the Owner is the owner of the lands in the Town of Minto, in the County of Wellington, described in Schedule "A" hereto (the "Lands") which are lands fronting on Elora Street in Harriston;

AND WHEREAS the Owner has, or proposes to obtain, conditional approval from the County of Wellington to sever the subject lands into two lots upon which a total of four semi-detached dwellings will be constructed and has proceeded with engineering drawings and requires a final servicing agreement to service the site including cutting into existing asphalt and sidewalk on Elora Street in Harriston and installing three new water connections and three new sanitary sewer for the proposed lots;

AND WHEREAS the Parties hereto have entered into this Site-Servicing Agreement for the purpose of defining the terms and conditions upon which the services for a total of four semi-detached dwellings are to be connected to the land and the roadway repaired to the satisfaction of the Town of Minto and Wellington County;

AND WHEREAS the Owner acknowledges final written approval from Wellington County and the Town is required before site servicing can be provided and is prepared to provide a deposit equal to the cost of the installation as set out in this agreement so that the Town can contract for the required work and pay the approved contractor from the deposit provided by 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 the following lands having property identifier number _____ and which lands have frontage on Elora Street in the former Town of Harriston, in the Town of Minto, in the County of Wellington (hereinafter called "the lands").
- b) The Owner has applied, or proposes to apply, to the County of Wellington Planning and Land Division Committee for consent to sever the lands pursuant to Section 53 of the Planning Act into two building lots.
- c) The Owner acknowledges that signing this agreement does not imply or provide approval for any current or proposed Planning Act application, including the consent application referenced in 1 a) and 1 b), 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 reviewed preliminary drawings prepared by Triton Engineering for cutting into existing asphalt on Elora Street in Harriston and installing three new water connections and three new sanitary sewer for a total of four proposed semi-detached dwellings to be constructed on the subject lands in accordance with

accepted engineering standards and the policies and requirements of the aforementioned agencies.

e) The Town has obtained an estimate to construct the required works as outlined in subsection i) below, and the Owner proposes to provide to the Town sufficient cash security to cover the tendered cost of the installation of the said works in the following manner:

i) Upon execution of this agreement the Owner shall provide \$10,000 to the Town which shall cause the Town to immediately tender the cost of the work described generally below:

Required Works	Current Estimated Cost
a. Site preparation and mobilization	\$ 2,500
b. Water connection and lateral	\$ 6,000
c. Sewer connection and lateral	\$ 6,000
d. Curbing, asphalt repair, sidewalk, road restoration	<u>\$ 49,500</u>
Subtotal	\$ 64,000
Engineering and Contingency	\$ 3,500
HST	<u>\$ 8,775</u>
TOTAL	\$76,250

Following the Tender the Owner shall provide the balance of the security to cover the tendered cost of the installation of the works

ii) Following the tender described in section 1e)i) if the Owner chooses not to proceed with the development of the lands a written notice shall be forwarded to the Town outlining the Owner does not wish to proceed and the Town shall return the balance of the \$10,000 deposit provided under subsection i) above less any expenses incurred by the Town to prepare this agreement and tender the work including direct invoiced costs of Triton Engineering the Town's approved registered professional consulting engineering firm.

f) From the cash security identified in Section 1 e)ii) for the tendered cost of the installation works the Town shall pay an approved contractor in appropriate progress payments so as to ensure the work is complete in a prompt, efficient and cost effective fashion. The Town agrees that the completion date for all work, including curbing, asphalt repair and road restoration required pursuant to this agreement shall be September 28, 2018.

g) The Town shall maintain sufficient cash security to ensure completion of the 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. MODIFICATIONS REQUIRED TO ENGINEERING DRAWINGS AND PLANS

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 at its sole cost and expense to the satisfaction of The Town and the County of Wellington.

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 Owner agrees 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 is 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 covenants and agrees not to activate any of the connections to municipal sewer or municipal water until such times as the required site plan for the project has been approved by the Town, the security referred to in Section 1(e) of this agreement has been provided and the Town has given its written consent to allow such connection.

6. FRONTAGE FEES

The Owner agrees to pay frontage fees for water and sewer main replacement in the amount set by current Town policy, if applicable, prior to the Town waiving the financial condition of approval for the relevant severance applications.

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

- a) The Owner acknowledges and agrees that no work shall be carried out on lands not owned by it without the written consent of the owner of such lands and that such consent shall be forthwith filed with 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 owner 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 municipal servicing works and that it shall submit to the County 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 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 e-mail, on date of delivery of electronic confirmation of receipt obtained:

The Town of Minto
5941 Highway 89,
Harriston ON, N0G 1Z0
Attention: Bill White CAO/Clerk
Phone: (519) 338-2511 Ext 222
Fax: (519) 338-2005

To the Owner:
Galaxy Construction
info@galaxyconstructiongroup.com

or such other address as the Owner has provided to the C.A.O. Clerk in writing.

10. 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 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) In the event of any transfer of any beneficial ownership of interest in the Lands or in the event of any change in the ownership of the principals of the Owner, then, at the sole discretion of the Town, this Agreement may be terminated upon written notice by the Town being provided in accordance with Section 9.
- (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.
- (e) The Owner shall provide to the Town of Minto at her sole cost and expense free of any encumbrances and lands, easement or rights of way over the subject lands for the purpose of the Town assuming maintenance of the storm water management pond, storm sewer lines, and outlets necessary to implement the plan as described herein.

11. SCHEDULES

- a) The following schedule attached hereto form an integral part of this Agreement:
 - 1. Schedule "A" – Legal Description of the Lands.
 - 2. Schedule "B" – Approved Engineering Drawings

IN WITNESS WHEREOF the parties have executed this Agreement.

THE CORPORATION OF THE TOWN OF MINTO

Per: _____
Mayor George Bridge

Per: _____
C.A.O. Clerk Bill White

We have authority to bind the Corporation.

OWNER:

Per: _____
Galaxy Construction

Per: _____
Galaxy Construction

I/We have authority to bind the Corporation.

SCHEDULE A
Description of Subject Lands

Part of Lot 88 and Concession D, Town Plan of Harriston, Town of Minto, County of Wellington being Parts 2 and 3, Plan 60R-2916

SCHEDULE B
Approved Servicing Drawing

The approved servicing drawing shall be the plan prepared by Triton Engineering such plan illustrated in general below and to be on file in the offices of the C.A.O. Clerk and bearing the original signature of same.

