



## TOWN OF MINTO

DATE:

February 8, 2018

REPORT TO:

Mayor and Council

FROM:

Bill White, C.A.O. Clerk

SUBJECT:

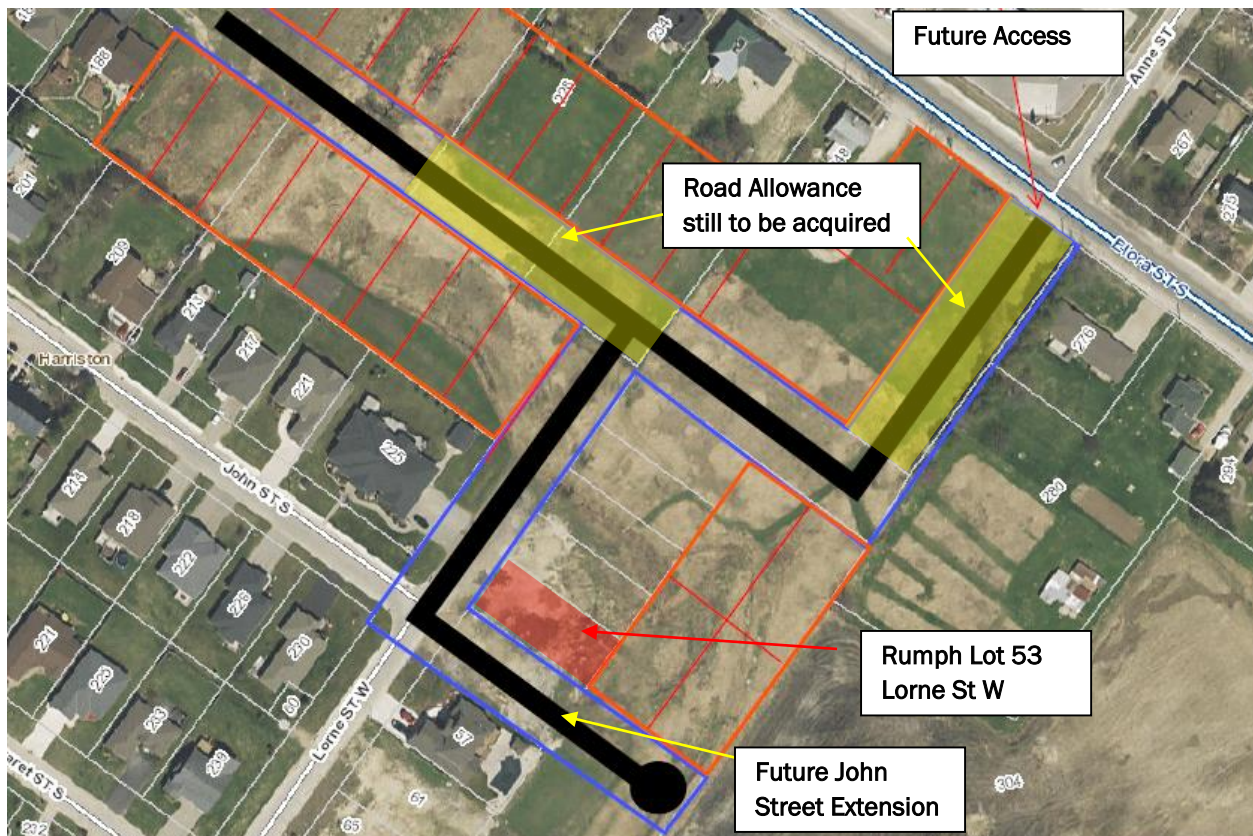
Temporary Driveway Agreement Brandon Rumph,  
53 Lorne Street West

### STRATEGIC PLAN

Ensure growth and development in Clifford, Palmerston and Harriston makes cost effective and efficient use of municipal services, and development in rural and urban areas is well planned, reflects community interests, is attractive in design and layout, and is consistent with applicable County and Provincial Policies.

### BACKGROUND

Brandon Rumph has bought a lot at the corner of Lorne Street West and the future extension of John Street South in Harriston and has applied for a building permit to construct a home. Lorne Street West was extended in 2017 by Moorefield Construction to service the Rumph lot shown in red below, and four additional lots.



The above layout shows a future road pattern for the area. The Town has a servicing agreement with Wellington Construction (now Moorefield) to provide for servicing Lorne Street and the eventual dedication of lands shown in yellow as future roadway. Land for the

future extension of John Street South was deeded to the Town in 2017, but it is not yet part of the public street system. Mr. Rumph has designed his home for 53 Lorne Street to have access off the future extension of John Street.

### **COMMENT**

A temporary access agreement was provided to Mr. Rumph for review, and he has since signed it and agrees to the following general terms:

1. To install and maintain gravel driveway in good order and repair at all times as temporary driveway access to be replaced when John Street South is extended as an open municipal road.
2. Ensure temporary driveway meets Town standards which also apply to any future owner.
3. Repair the said temporary driveway gravel on ten business days written notice and if not repaired Town can do so at his expense.
4. Relocate the temporary driveway and connect it to John Street South in a manner and location acceptable to the Town when the street is opened as a public municipal road. The Town can also charge the cost of doing this if he fails to do so.
5. Indemnify and save harmless the Town from and against all loss, costs or damages related to the construction, existence, or repair of the temporary driveway.
6. Release the Town from any liability regarding use of the lands as a temporary driveway.
7. Maintain \$2 million liability insurance with the Town named as additional insured.
8. Pay any applicable fees and agree to registration of the agreement on title if needed.
9. Obtain all other approvals and meet applicable codes.

### **FINANCIAL CONSIDERATIONS**

The Town could be forced to repair or relocate the driveway, but the ability to charge additional costs against the property should limit exposure.

### **RECOMMENDATION**

That Council receives the report Temporary Driveway Agreement Brandon Rumph, 53 Lorne Street West and considers a bylaw in open session authorizing the Mayor and C.A.O. Clerk to sign the requested driveway access agreement.

Bill White, C.A.O. Clerk