



## TOWN OF MINTO

DATE:

May 31, 2016

REPORT TO:

Mayor and Council

FROM:

Bill White, CAO

SUBJECT:

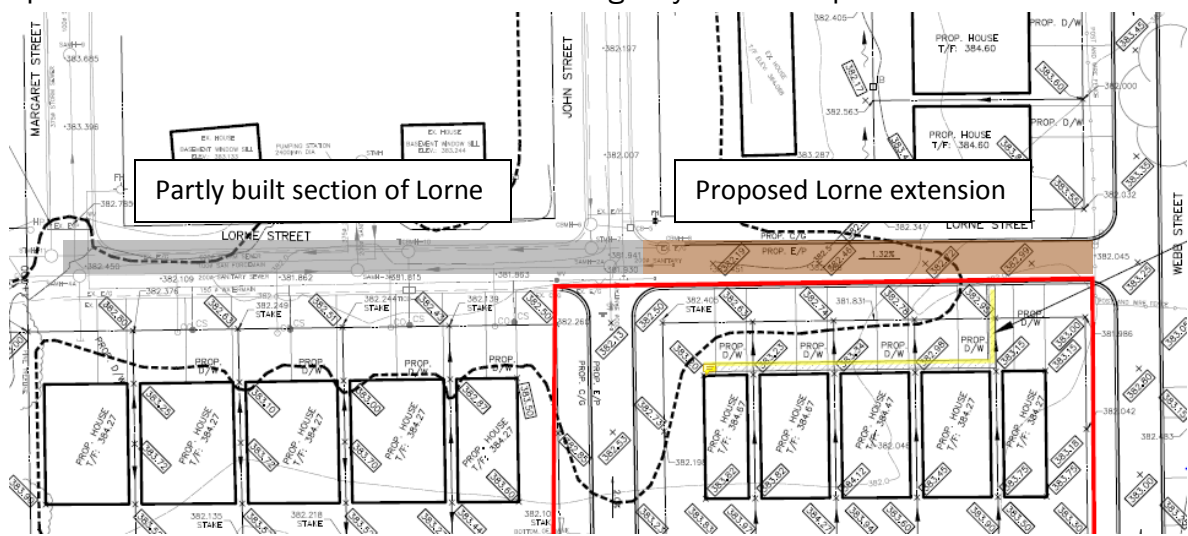
Wellingdale Construction Amending Development Agreement, Lorne Street Extension Harriston

### STRATEGIC PLAN

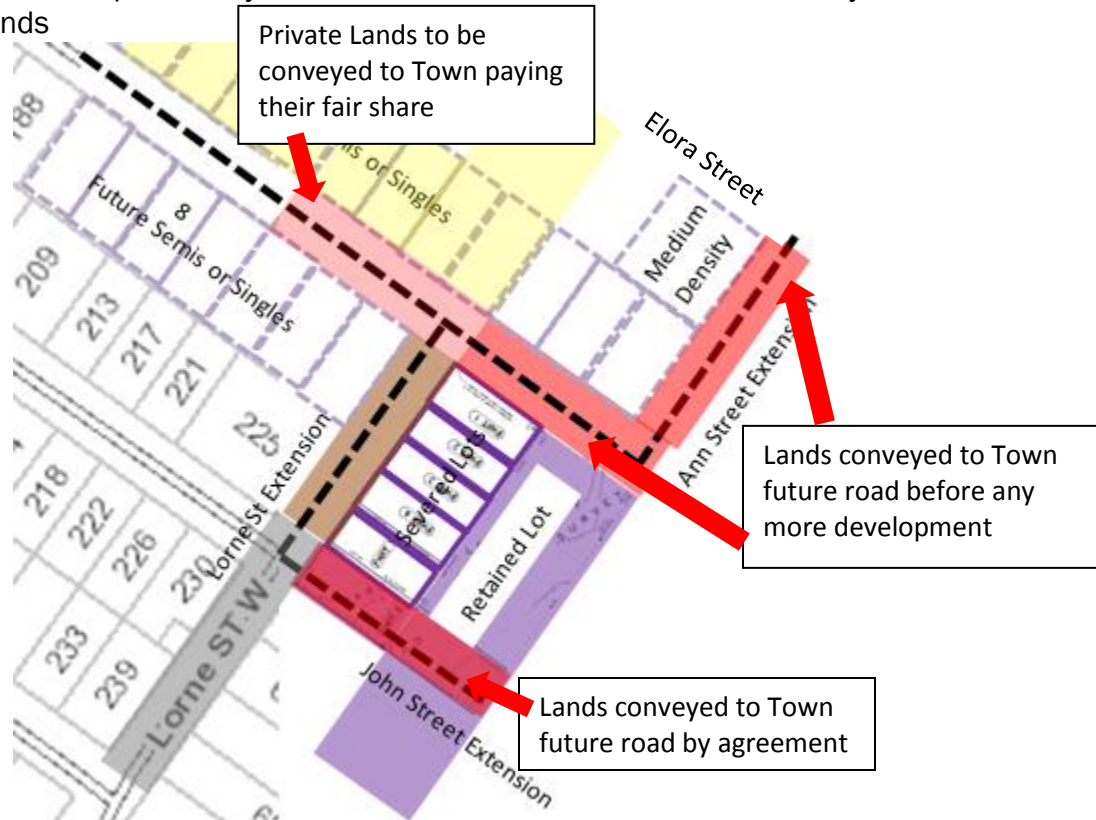
Ensure growth and development in Clifford, Palmerston and Harriston makes cost effective and efficient use of municipal services, and development in rural and urban areas is well planned, reflects community interests, is attractive in design and layout, and is consistent with applicable County and Provincial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

### BACKGROUND

- June 2010 the Town signed a development agreement with Wellingdale Construction to implement conditions of severance for lots on John Street and Lorne Street.
- Underground services and a pumping station were constructed for these streets; the Town has \$20,000 security remaining for uncompleted elements under that agreement.
- In 2012 a new development agreement was signed to move forward the balance of work needed to finish Lorne Street and ensure a suitable security is retained for the maintenance period for work done since June 2010.
- A signed copy of the May 2, 2012 agreement is attached for which the Town has \$49,081 in security to ensure work remaining under that agreement is finished.
- The attached amending agreement implements conditions of severance for the most recent files with the following general provisions:
  1. Ensures obligations the May 2012 and new amending agreement apply to the lands .
  2. Sections a) through d) amend the pre-ambles to the May 2012 agreement to add the current lands, severances and decision requirements.
  3. Clarifies the section of new road to be built
  4. B.M. Ross is Wellingdale's Engineer instead of Triton Engineering who acts for Town.
  5. Requires master grading and drainage plan for all of Lorne St, and site specific grading plans for each home before permits issues. A surveyor to confirm finished grades of previous section of Lorne meet MVCA emergency access requirements



6. Owner's consulting engineer to provide a deficiency list of all remaining work on roads and services and to correct outstanding items.
7. Ensures developer provides funds for Town engineering fees; currently about \$3,000 available based on Treasury records
8. The new security for the next phase of development is \$311,000. The Town has \$69,081.55 remaining from previous phases.
9. Extends the warranty period for services on to the Lorne Street extension
10. Requires developer convey to the Town certain lands for future roadway and commit to other lands



11. Applies the parkland dedication of \$500 per lot or \$2,500 which is paid.
12. Ensures owner pays for any sidewalks needed on Lorne Street
13. Replaces the table of engineering costs with the new figures from B.M. Ross

#### **COMMENTS:**

The amending agreement has been reviewed by Public Works, Triton Engineering and the Chief Building Official. The amending agreement is also acceptable to Wellingdale legal counsel and is signed by their representative. The amendment covers the Town's interest with respect to creating five lots this new section of roadway.

The approach taken to create lots through several separate severance applications complicates the legal situation around the development. It is preferable to develop a parcel like this by draft plan of subdivision. The Town has over \$380,000 in security to ensure municipal services and emergency access meets required standards.

The amending agreement prevents more development until the Town has ownership of the desired road pattern so that Webb Street can link through to Lorne Street, and there is a connection from Webb to the Jane and Elora Street intersection. Services were stubbed at that location anticipating future development. The intent of this last agreement is to provide

for the completion of the Lorne Street boulevards, roadway and emergency ingress area to the satisfaction of the Town and Conservation Authority.

## **FINANCIAL CONSIDERATIONS**

The proposed agreement protects the financial interests of the Town with respect to the most recent severance application. A summary of the cost of the work is below:

<b>Summary</b>	
Road Construction	\$97,277.00
Storm Sewer	\$42,300.00
Sanitary Sewer	\$30,350.00
Watermain	\$36,725.00
Miscellaneous Items	\$6,500.00
Subtotal	\$213,152.00
Lump Sum to cover all other requirements (1.75%)	\$3,730.16
Subtotal	\$216,882.16
Bonding and Insurance (3%)	\$6,506.46
Subtotal	\$223,388.62
Contingency (10%)	\$22,338.86
Total Construction	\$245,727.48

<b>Engineering</b>	
Finalize design, tendering, construction review and contract administration (12%)	\$29,487.30

<b>Total Construction and Engineering</b>	
Total	\$275,214.78
H.S.T. (13%)	\$35,777.92
Total	\$310,992.70

**Notes:**

1. Assuming Type 2 soil conditions.
2. Excludes electrical and street lighting.
3. Excludes legal survey.
4. Excludes utilities installation (Bell, Wightmans, Union Gas, etc.).
5. Excludes Geotechnical Investigation, if required by the Town
6. Assuming granular backfill for storm sewer and native backfill for sanitary sewer and watermain.
7. Prices based on, generally, virgin land for the road extension but relatively small quantities.
8. Traffic control assumes Town will allow road closure including the Lorne/John Intersection.

## **RECOMMENDATION**

THAT Council receives the C.A.O. Clerk's report regarding Wellingdale Construction Amending Development Agreement, Lorne Street Extension Harriston dated May 31, 2016, and that a by-law be presented in regular session authorizing the Mayor and C.A.O. Clerk to sign the amendment to the development agreement.

Bill White, C.A.O. Clerk