



Regular Council Meeting

To:	Mayor and Council
Date:	June 15, 2020
From:	Karen Ellis, Director of Planning and Wayne Hancock, Director of Public Works
Report Number:	Planning 2020-13
Subject:	Nina Court Extension (Veltri) - Subdivision Pre-Servicing Agreement

Recommendation:

That By-law No. 2020-32 be approved to authorize the Mayor and Clerk to sign the Pre-Servicing Agreement between Veltri and Son Limited and the Township of Cavan Monaghan.

Overview:

Application 15T-16001 was draft approved on November 28, 2018. The subdivision is located in part of Lot 13, Concession 5 of the Cavan Ward. The lands are located at the east end of Nina Court. A key showing the location of the subdivision lands is provided as Attachment No. 1 to this Report.

The proposed Plan of Subdivision consists of six (6) detached dwellings, twenty-six (26) link semi-detached dwellings, one (1) block for stormwater management easement, one (1) block for a stormwater management facility, one (1) block for open space, one (1) block for a 0.30 metre (1 foot) reserve, and one (1) block to be retained by the owner. A copy of the Plan of Subdivision is provided as Attachment No. 2 to this Report.

Lots 4 to 8 and Blocks 24/25 will be developed with single detached dwellings. Lots 1 to 3 and 9 to 13 will be developed for 16 linked semi-detached dwellings. Blocks 19 to 23 will be combined with Blocks 14 to 18 to create 5 new development lots. These five lots will be developed with 10 linked semi-detached dwellings. Block 26 is the 0.30 metre (1 foot) reserve. Block 27 and Block 28 will be the stormwater management easement and stormwater management facility respectively. Block 29 is to be deeded to the Township for open space. Block 30 will be retained by the Owner.

The development is proposed to be serviced by full municipal services. Construction access to the subdivision will be along a haul road off of Centennial Lane south of the existing houses. Future residential access to the subdivision will be via an extension to Nina Court.

Veltri and Son Limited wish to complete some site alteration and construct certain municipal services in connection with the draft plan approval prior to the registration of the Plan of Subdivision and the execution and registration of a Subdivision Agreement. A pre-servicing agreement between Veltri and Son Limited is required to permit the proposed site alteration and the construction of the municipal services. The approval of By-law No. 2020-32 authorizing the Mayor and Clerk to sign the pre-servicing agreement does not imply that the development has been finally approved. The signing of a subdivision agreement and fulfillment of all conditions of Draft Plan Approval are required.

A pre-servicing agreement was prepared on behalf of the Township by Ed Veldboom of Russell, Christie. The Agreement addresses the draft plan conditions that apply to site works. A copy of the Pre-Servicing Agreement is provided as Attachment No. 3 to this Report.

Prior to registration, the Agreement needs to be signed by a representative of Veltri and Son Limited and the Mayor and Clerk of the Township of Cavan Monaghan. By-law No. 2020-32 has been prepared to authorize the Mayor and Clerk to sign the Agreement. A copy of the By-law is provided as Attachment No. 4 to this Report. Staff will not ask the Mayor and Clerk to sign the Agreement until the signed Agreement, together with the required securities, have been received from Veltri and Son Limited.

Financial Impact:

Schedule B to the Pre-Servicing Agreement contains the provisions for cash deposits and security. The cash deposits and security will be required prior to registration of the Agreement.

Attachments:

Attachment No. 1: Key Map
Attachment No. 2: Plan of Subdivision
Attachment No. 3: Pre-Servicing Agreement
Attachment No. 4: By-law No. 2020-32

Respectfully Submitted by,

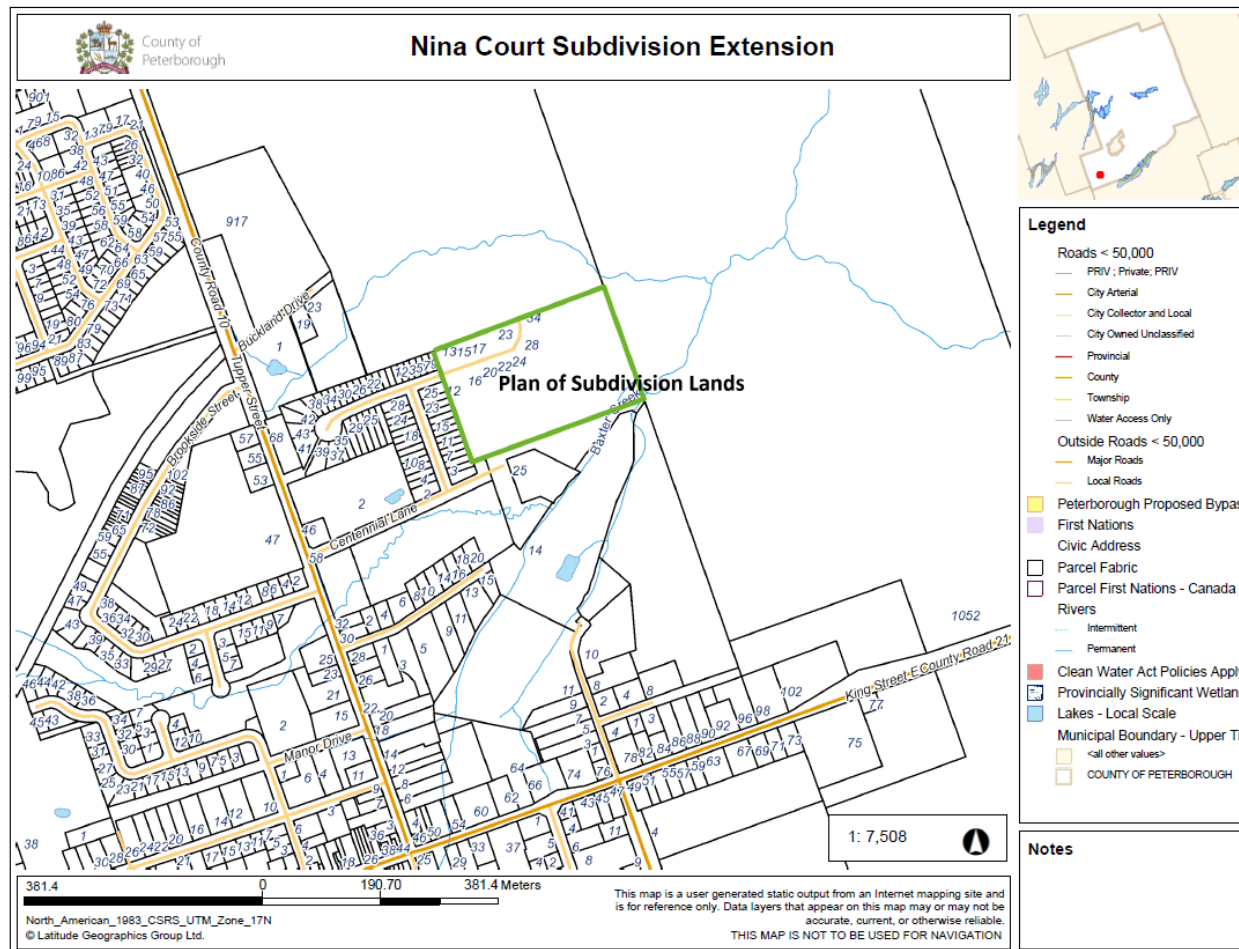
Karen Ellis,
Director of Planning

Wayne Hancock,
Director of Public Works

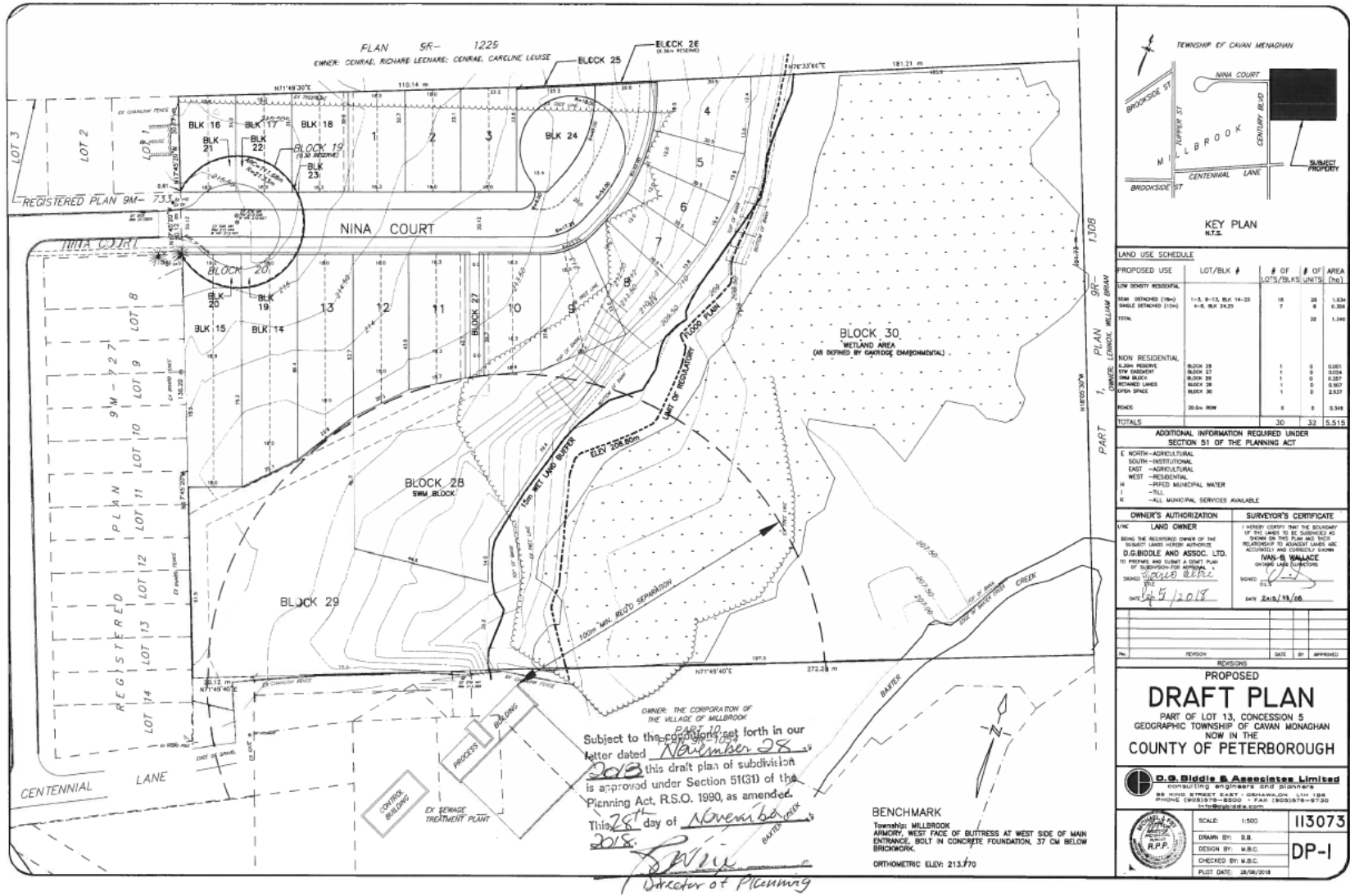
Reviewed by,

Yvette Hurley,
Chief Administrative Officer

Attachment No. 1: Key Map



Attachment No. 2: Plan of Subdivision



Attachment No. 3: Pre-Servicing Agreement

PRE-SERVICING AGREEMENT

"NINA COURT SUBDIVISION"

THIS AGREEMENT made the 15th day of June, 2020

BETWEEN:

VELTRI AND SON LIMITED

hereinafter called the "Subdivider"

OF THE FIRST PART

AND

THE CORPORATION OF THE TOWNSHIP OF CAVAN MONAGHAN

hereinafter called the "Municipality"

OF THE SECOND PART

WHEREAS the Subdivider is the registered owner of the "Subdivision Lands" as defined in section 1.1;

AND WHEREAS the Subdivider has received Draft Plan Approval (County of Peterborough File No. 15T-16001 concerning the Subdivision Lands;

AND WHEREAS the Subdivider desires to undertake site alteration activities and to construct Municipal Services (the pre-servicing work) in connection with the Draft Plan Approval, prior to the registration of the Plan of Subdivision and the execution and registration of a Subdivision Agreement;

AND WHEREAS the preservicing work will occur on lands owned by the Township which form a temporary turning circle and one foot reserve at the east terminus of the current Nina Court;

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. DEFINITIONS

1.1 In this Pre-Servicing Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) **"Draft Plan Approval"** means the draft Plan of Subdivision with Conditions which has been issued for the Subdivision Lands by the County of Peterborough bearing file number 15T-16001;
- (b) **"Municipal Lands"** means those lands described in PINs 28009-0070 and - 0071 being the temporary turning circle and one foot reserve at the terminus of the existing Nina Court.
- (c) **"Municipal Services"** means those Municipal Services to be constructed by the Subdivider which Municipal Services are generally identified in the Approved Plans referenced in Schedule "A" which have been accepted by the Municipality;
- (d) **"Plan of Subdivision"** means the Plan of Subdivision (M-Plan) to be registered pursuant to the Draft Plan Approval;
- (e) **"Subdivision Agreement"** means the Agreement to be entered into between the Municipality and the Subdivider pursuant to the Draft Plan Approval;

- (f) **“Subdivision Lands”** means those lands described as PCL 13-1 SEC 9-Con.5 (Cavan); Part of Lot 13, Concession 5, Geographic Township of Cavan, being part 2, Plan 9R1054 except Plan 9M733, Cavan Millbrook North Monaghan being all of PIN 28009-0086.

2. **ASSUMPTION OF RISK BY SUBDIVIDER**

- 2.1 The Subdivider agrees to assume all risk in commencing site alteration activities and the installation of Municipal Services prior to the execution of a Subdivision Agreement with the Municipality, and the registration of the Plan of Subdivision. The Subdivider hereby releases the Municipality, its agents, servants and employees from and against all actions, suits, claims and demands whatsoever which may arise either directly or indirectly as a result of the commencement of site alteration and the installation of Municipal Services by the Subdivider, except for those actions, suits, claims or demands arising as a result of the negligent acts or omissions of the Municipality, its servants or agents.
- 2.2 The Subdivider acknowledges and agrees that, in the event that a Subdivision Agreement with the Municipality and the Plan of Subdivision is not finalized and registered for any reason within twelve (12) months of the date of execution of this Agreement, where works have been conducted on Municipal Lands, the Subdivider shall not be entitled to payment for any work conducted on the Municipality's lands and the Subdivider agrees to restore those lands to their original condition, if so required, to the satisfaction of the Municipality.
- 2.3 The Subdivider acknowledges and agrees that engineering design plans and specifications for the site alteration and Municipal Services to be installed by the Subdivider, as submitted to the Municipality in accordance with the terms of this Agreement, may require further amendment as a result of requirements imposed by the Municipality under the terms of the Subdivision Agreement to be entered into for the Subdivision Lands. The Subdivider covenants and agrees to assume all risk and responsibility for the cost of required revisions to the engineering design drawings and specifications for the proposed site alteration and Municipal Services, together with the costs of modifying, reconstructing, removing and/or replacing the results of the site alteration and Municipal Services installed by the Subdivider pursuant to the terms of this Agreement, in order to satisfy the requirements finally imposed by the Municipality at the time that the Subdivision Agreement is finalized.

3. **REQUIREMENTS PRIOR TO EXECUTION OF AGREEMENT BY MUNICIPALITY AND COMMENCEMENT OF PRE-SERVICING WORK**

- 3.1 Prior to Execution of Agreement by the Municipality -The Subdivider agrees to submit the following to the Municipality, in a form satisfactory to the Municipality:
- (a) Construction/Engineering Plan and Specifications - those plans and specifications for the proposed site alteration and Municipal Services necessary to identify the construction/ engineering aspects of the proposed development, in conformity with the general design concepts of the Municipality and where applicable confirmation that such plans have been approved by the Conservation Authority and/or Ministry of Environment. Any Plans referenced in this Agreement or incorporated by reference shall also be provided to the Township in an electronic/digital format requested by the Municipality referring to horizontal controls surveys UTM (Zone 17) NAD 83 map datum; such plans and specifications shall include all necessary measures to ensure that stormwater flows and sediment wash off (erosion and siltation control) are controlled to protect all downstream or upstream lands;
- (b) Consulting Engineer's Letter - a letter from a qualified engineer experienced in the field of Municipal Services, confirming the terms of his retainer, which letter shall be in the format of the draft letter supplied by the Municipality;

- (c) Otonabee Region Conservation Authority (ORCA) - a letter or letters from ORCA confirming it has accepted or approved (as the case may be):

- 1) the landscape plans for the SWM pond and inlet channel required in Condition 28 of the Draft Plan Approval and referenced in Schedule "A"; and
- 2) the reports, plans etc. intended to satisfy condition 22 of the Draft Approval;

In addition it shall obtain and provide a copy of a permit issued by the ORCA concerning the importation of fill in excess of 500 cubic metres (if applicable);

- (d) Utility Authorities - letters from the appropriate Natural Gas, Electricity, Telephone and Telecommunications authorities confirming that satisfactory arrangements have been made with those authorities concerning the relocation and/or construction/reconstruction of any authority facilities located adjacent to, underneath or within the subdivision land;
- (e) Cash Deposits - payment by certified cheque of the deposits due to the Municipality as set out in Schedule "B" attached;
- (f) Taxes - have paid all municipal tax bills issued and outstanding against the said lands.
- (g) Ministry Approvals - confirmation that all Certificates or Approvals as may be necessary to permit the construction of the Municipal Services have been obtained from the requisite approval authorities including, without limiting the generality of the foregoing, a Certificate of Approval from the Ministry of Environment relating to the stormwater management system, sanitary sewage collection system and drinking water distribution system;
- (h) Security - a Letter of Credit in the amount set out in Schedule "B" attached, as security;
- (i) Insurance Certificate - a certified copy of an insurance policy, or a certificate of insurance, confirming comprehensive general liability in the amount of \$5,000,000.00, naming the Municipality as co-insured with respect to work on all Municipal Services and containing the following additional provisions or endorsements:
- (1) Products/Completed Operations provisions;
 - (2) Cross-liability clause;
 - (3) Notice of Cancellation - a provision that the insurance company agrees to notify the Municipality 15 days in advance of any cancellation or expiry of the said Insurance Policy; and

shall have received written confirmation from the Director of Public Works that pre-servicing works may commence.

4. MUNICIPAL SERVICES AND SITE ALTERATION

- 4.1 Subject to the provisions of Section 2.3 of this Agreement, the Subdivider agrees to construct and install at its expense, the Municipal Services in accordance with the plans and specifications submitted to and accepted by the Municipality and any other applicable approval agency. Such services shall be constructed to the current version of the Municipal Servicing Standards, and under the direction and supervision of a practicing consulting engineer retained by the Subdivider who will certify construction to the satisfaction of the Municipality. The Subdivider is also responsible for the cost of any operational testing that may occur during and/or after construction of such Municipal Services.

- 4.2 The Subdivider acknowledges and agrees to conduct all site alteration activities in accordance with the Approved Plans and any other applicable law/regulations.
- 4.3 The Subdivider acknowledges and agrees that clearing of vegetation and trees shall not be permitted from April 15th through July 31st inclusive of any calendar year.

5. **INSPECTION**

- 5.1 The Subdivider agrees to permit unrestricted access to the Subdivision Lands to the Municipality and its agents and ORCA during construction, for the purpose of inspection of the works authorized hereinunder and including without limitation the Municipal Services to be installed by the Subdivider. Notwithstanding that inspections may be conducted by the Municipality or its agents, the Subdivider shall bear sole responsibility for the soundness of the engineering design of the Municipal Services, and for ensuring that the Municipal Services to be installed will function as intended and will be compatible with the final Plan of Subdivision when and if such Plan of Subdivision is approved.
- 5.2 If, in the opinion of the Municipality, there is an emergency situation as a result of any work undertaken by the Subdivider or its servants, or agents, which requires immediate attention to avoid damage to private or public property or services owned by the Municipality or to eliminate a potential hazard to persons, such work may be done immediately by the Municipality at the expense of the Subdivider, but notice shall be given to the Subdivider at the earliest possible time.

6. **APPLICATION OF SECURITY**

- 6.1 In the event of default by the Subdivider under the terms of this Agreement, or if the Municipality is required to conduct any work on the Municipal Services or the connection of the Municipal Services to Municipal facilities due to an emergency or in the event that the Subdivider is in default under any of the terms of this Agreement, the Municipality shall be entitled to draw upon the security posted for its benefit by the Subdivider pursuant the terms of this Agreement, in whole or in part, to cover the costs incurred in remedying the default on the part of the Subdivider, or in addressing the emergency situation.

7. **NO REDUCTION OF SECURITY**

- 7.1 The Subdivider acknowledges and agrees that no reduction in the amount of security filed by the Subdivider with the Municipality in accordance with the terms of this Agreement shall be permitted until such time as the Subdivider has entered into the Subdivision Agreement for the Subdivision Lands with the Municipality. Thereafter, any reductions in the security posted by the Subdivider shall be completed in accordance with the terms of the said Subdivision Agreement. To the extent that securities for matters covered in this Pre-Servicing Agreement are also covered in the Subdivision Agreement, then reductions in the securities for this Agreement shall be permitted to the amount of the matters so covered.

8. **NO ASSUMPTION OF MUNICIPAL SERVICES**

- 8.1 The Subdivider acknowledges and agrees that the Municipality shall not be required to assume the Municipal Services to be constructed by the Subdivider pursuant to the terms of this Agreement, or to permit connection of the Municipal Services, until such time as the Subdivider has entered into a Subdivision Agreement with the Municipality for the Subdivision Lands, and the Municipal Services have been completed, inspected, and approved as provided for in the Subdivision Agreement.

9. **CASH DEPOSITS AND SECURITY**

- 9.1 The Subdivider shall lodge with the Municipality, as applicable, those cash deposits and security more particularly described in Schedule "B" attached, prior to the date of execution of this Agreement by the Municipality.

- 9.2 In the event that there is an increase in the Cost Estimates contained in Schedule "C" hereto, the Subdivider shall increase the amount of security deposited with the Township, upon the written request of the Township, according to the increase in the Cost Estimates, failing which the Developer shall be considered in default of this agreement.

10. **EXPENSES TO BE PAID BY THE SUBDIVIDER**

- 10.1 Every provision of this Agreement by which the Subdivider is obligated in any way shall be deemed to include the words "at the expense of the Subdivider" unless the context otherwise requires.
- 10.2 The Subdivider shall pay such reasonable fees as may be invoiced to the Municipality by its Solicitor, its Planner, and its Municipal Engineer in connection with all work to be performed as a result of the provisions of this Agreement.
- 10.3 All expenses for which demand for payment has been made by the Municipality, shall bear interest at the rate of 12% per annum commencing 30 days after demand is made, if 30 days following such demand the said amounts remain unpaid.
- 10.4 In the event that the Municipality finds it is necessary to engage the services of an engineer or technical personnel not permanently employed by the Municipality to review the plans of the Subdivider and/or carry out on-site inspections of the work performed, the Municipality will advise the Subdivider accordingly of this need, and the costs of such outside engineers so engaged shall be the responsibility of the Subdivider. The Municipality may require a deposit for this purpose.

11. **MAINTENANCE OF MUNICIPAL STREETS**

- 11.1 Prior to the acceptance of Municipal Services, the Subdivider will maintain proper vehicular access over the municipal streets adjacent to or leading to the Subdivision Lands at all times. Without limiting the generality of the foregoing, the Subdivider is responsible for the cost of repairs to the existing portion of Nina Court, Century Boulevard and Centennial Lane to an acceptable standard, as determined by the Municipality, after construction of the Municipal Services. The parties agree that the Municipality will complete certain works (including a "shave and pave") to occur after the Subdivider has completed the authorized work hereunder and such work would address any such damage that may be incurred by the Subdivider's activities. The Subdivider agrees that it contribute \$20,000.00 to the Municipality for such works.
- 11.2 Upon certification of the completion of roadworks (new portion of Nina Court) in accordance with the approved plans by the Engineer for the Municipality, and subject to the terms of the Subdivision Agreement to be entered into between the Municipality and the Subdivider (concerning Initial Acceptance referred to therein), a two-year maintenance period shall commence to guarantee that the roadworks are free from defects of construction.

12. **EROSION/SILTATION CONTROL DURING CONSTRUCTION AND PROTECTION OF WOODLOT**

- 12.1 The Subdivider covenants and agrees to construct and maintain all storm water management and erosion and sedimentation control structures in good repair and operating condition during the application of this Agreement and the conduct of any work on the Subdivision Lands in a manner satisfactory to the Municipality. During construction and on an ongoing basis, inspection and monitoring of the installation, maintenance and performance of all erosion and sediment control measures shall be conducted by a qualified environmental consultant.

- 12.2 The Subdivider shall provide ORCA for review, all relevant inspection and testing reports related to the construction of the SWM Pond.
- 12.3 The Subdivider agrees to notify ORCA at least 48 hours in advance of the initiation of any site alteration and/or construction activities on the Subdivision Lands.
- 12.4 Without limiting the foregoing, the Subdivider covenants and agrees to be bound by conditions 10, 11, 22, 27, 28, 29, 30 and 31 of the Draft Plan Approval when undertaking works on the Subdivision Lands.

13. **NOTICE**

- 13.1 Any notice required to be given pursuant to this Agreement may be given by prepaid registered post or by facsimile transmission:

To the Subdivider:

To the Municipality: 988 County Road 10, Millbrook, ON L0A 1G0.

Notice sent by mail shall be deemed to have been given and received on the third day after mailing.

14. **INDEMNIFICATION FROM LIABILITY AND RELEASE**

- 14.1 The Subdivider covenants and agrees with the Municipality, on behalf of itself, its successors and assigns, to indemnify and save harmless the Municipality, their servants and agents from and against any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any work performed by the Subdivider or on its behalf in connection with the carrying out of the provisions of this Agreement, except for those claims, demands and causes of action, arising as a result of the negligent acts or omissions of the Municipality or its servants or agents.
- 14.2 The Subdivider further covenants and agrees to release and forever discharge the Municipality from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise either as a result of the failure of the Municipality to carry out any of their obligations under this Agreement, or, as a result of the Municipality performing any municipal work on the said lands or the adjacent properties which may damage or interfere with the works of the Subdivider, provided that such default, failure or neglect was not caused as a result of negligence on the part of the Municipality, its servants or agents.

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15. **NO ASSIGNMENT**

15.1 The Subdivider shall not assign or otherwise transfer the benefit of this Agreement without the written consent of the Municipality.

IN WITNESS WHEREOF the Subdivider has hereunto set its hands and seals this _____ day of June, 2020.

VELTRI AND SON LIMITED

Per: _____

Name:

Title:

I have authority to bind the Corporation.

IN WITNESS WHEREOF the Municipality as hereunto sets its hands and seals this _____ day of June, 2020.

**THE CORPORATION OF THE
TOWNSHIP OF CAVAN MONAGHAN**

Per: _____

Mayor: Scott McFadden

Per: _____

Clerk: Elana Arthurs

SCHEDULE "A"

APPROVED PLANS

The following plans and specifications are the approved plans:

1. The Plans and Drawing prepared by D.G. Biddle & Associates Limited, Project No. 113073, Nina Court Subdivision:
 - a. General Services Plan, Drawing D-1, March 2019.
 - b. Standard Notes and References, Drawing R-1, March 2019.
 - c. Lot Grading Plan, Drawing LG-1, March 2019.
 - d. Nina Court, Drawing C-1, April 2019.
 - e. Service Easement/San Outfall, Drawing C-2, April 2019.
 - f. Stormwater Management Facility, Drawing C-3, April 2019.
 - g. Stormwater Management Facility Sections, Drawing C-4, April 2019.
 - h. Erosion and Sediment Control Plan, Drawing ES-1, Feb 2019.
 - i. Sanitary Sewer Drainage Plan, Drawing D-2, March 2019.
 - j. Storm Sewer Drainage Plan, Drawing D-3, March 2019.

SCHEDULE "B"

CASH DEPOSITS AND SECURITY

The Subdivider shall, on the dates specified herein, lodge with the Municipality, the following described cash deposits and security.

1. TYPE OF SECURITY

Any security required to be filed under this Agreement, shall be by Letter of Credit valid for a period of 1 year with extension provisions and prepared in a form provided by the Municipality, as applicable, and shall be for the amount or amounts hereinafter set out. It shall be drawn on a Schedule A Chartered Bank of Canada and shall be for the amount hereafter set out.

2. CASH DEPOSITS, FEES AND PAYMENTS

The following cash deposits are estimates only and are to be paid to the Municipality, as applicable, prior to the execution of this Agreement by the Municipality. In the event that the actual costs incurred by the Municipality exceed the deposits, such excess shall be invoiced to the Subdivider and be due and payable 30 days after demand.

a. Deposit: For legal and planning expenses and disbursements	\$ 2,500.00
b. Fee: For engineering review and admin @ 2% of Stage1 Works Value (\$986,338.69)	\$ 19,726.77
c. Payment: Contribution for Off-Site Works (see Section 11.1)	<u>\$ 20,000.00</u>
TOTAL AMOUNT	<u>\$ 42,226.77</u>

3. SECURITY SUMMARY

Security in the following amounts shall be deposited with the Municipality to guarantee the due performance of all work and obligations required under this Agreement, and shall be deposited prior to the execution of this Agreement by the Municipality, in the amounts set out below:

For pre-servicing activities based upon \$986,338.69 (Stage 1) @ 15%	<u>\$147,950.00</u>
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SCHEDULE "C"

COST ESTIMATES

THE VELTRI GROUP					2/4
NINA COURT SUBDIVISION					
TOWN OF CAVAN MONAGHAN					
OUR FILE: 113073					
LC CALCULATION - FEBRUARY 24, 2020					
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
STAGE 1 MUNICIPAL SERVICES					
1.0	EROSION AND SEDIMENT CONTROL				
1.1	Construction vehicle access as per detail (DWG ES-1)	I.s.	1.00	\$5,000.00	\$5,000.00
1.2	Supply and install perimeter enviro-fence	I.m.	1072.00	\$18.00	\$19,296.00
1.3	Supply and install catchbasin filtration device (Terrafix Siltsack or approved equal)	ea.	2.00	\$75.00	\$150.00
1.4	Interceptor swale	I.m.	130.00	\$20.00	\$2,600.00
			Sub Total		\$27,046.00
2.0	EARTHWORKS				
2.1	Tree clearing and grubbing	I.s.	1.00	\$12,000.00	\$12,000.00
2.2	Topsoil stripping road allowance & SWM facility - Stockpile on-site	m ³	1900.00	\$4.00	\$7,600.00
2.3	Excavation, filling, grading and compaction on-site - Incl. engineered fill - Excess fill hauled off-site to contractors dump site - road allowance	m ³	2025.00	\$16.00	\$32,400.00
0.1	Excavation and grading - Excess fill hauled off-site to contractors dump site - SWM facility	m ³	2600.00	\$16.00	\$41,600.00
			Sub Total		\$93,600.00
3.0	SANITARY SEWERS				
3.1	Ex. sanitary manhole and pipe to be removed	I.s.	1.00	\$1,000.00	\$1,000.00
3.2	Connect ex. sanitary pipe to MH SA-1	I.s.	1.00	\$2,500.00	\$2,500.00
3.3	200mm CL DR35 PVC sanitary pipe - incl. CL 'P' Bedding	I.m.	91.78	\$150.00	\$13,767.00
3.4	450mm CL 65D concrete sanitary pipe - incl. CL 'B' Bedding	I.m.	22.52	\$250.00	\$5,630.00
3.5	525mm CL 65D concrete sanitary pipe - incl. CL 'B' Bedding	I.m.	283.09	\$300.00	\$84,927.00
3.6	1200mm precast concrete manhole - incl. frame and cover	v.m.	27.03	\$2,000.00	\$54,060.00
3.7	Break into ex. MH SAN 5 and rebench (Centennial Lane)	I.s.	1.00	\$2,200.00	\$2,200.00
3.8	100mm DR28 PVC service connection	ea.	32.00	\$1,000.00	\$32,000.00
3.9	Television inspection	I.m.	400.00	\$8.00	\$3,200.00
			Sub Total		\$199,284.00
4.0	STORM SEWERS AND APPURTENANCES				
4.1	Ex. storm manhole and pipe to be removed	I.s.	1.00	\$1,000.00	\$1,000.00
4.2	Connect ex. STM to MH ST-1	I.s.	1.00	\$2,500.00	\$2,500.00
4.3	300mm CL DR35 PVC pipe - incl. CL 'P' Bedding	I.m.	104.47	\$170.00	\$17,759.90
4.4	450mm CL 65D concrete pipe - incl. CL 'B' Bedding	I.m.	115.95	\$205.00	\$23,769.75
4.5	300mm CL DR35 PVC CB leads - incl. CL 'P' Bedding	I.m.	6.00	\$170.00	\$1,020.00
4.6	300mm CL 100D concrete RLCB lead	I.m.	38.29	\$180.00	\$6,892.20
4.7	1200mm precast concrete manhole - incl. frame and cover	v.m.	21.07	\$2,000.00	\$42,140.00
4.8	Precast concrete single catchbasin - incl. frame and grate	ea.	1.00	\$3,000.00	\$3,000.00
4.9	Precast concrete double catchbasin - incl. frame and grate	ea.	2.00	\$4,000.00	\$8,000.00
4.10	Precast concrete rear lot catchbasin - incl. frame and grate	ea.	1.00	\$3,000.00	\$3,000.00
4.11	150mm DR28 PVC service connection per S-230.010	ea.	32.00	\$1,000.00	\$32,000.00
4.12	Infiltration gallery	I.s.	1.00	\$4,250.00	\$4,250.00
4.13	Television inspection	I.m.	275.00	\$8.00	\$2,200.00
4.14	Bioretention flow spreader (trench 1)	I.m.	46.00	\$630.00	\$28,980.00
4.15	Bioretention flow spreader (trench 2)	I.m.	46.00	\$330.00	\$15,180.00
4.16	Bioretention flow spreader (trench 3)	I.m.	22.00	\$300.00	\$6,600.00
			Sub Total		\$147,531.85
5.0	WATERMAIN AND APPURTENANCES				
5.1	Connect to existing 150mm watermain	ea.	1.00	\$3,000.00	\$3,000.00
5.2	Install 19mm test-point bypass and backflow preventer	I.s.	1.00	\$7,000.00	\$7,000.00
5.3	150mm AWWA C-900 CL150 DR18 PVC Pipe - incl. CL 'P' bedding	I.m.	4.00	\$170.00	\$680.00
5.4	200mm AWWA C-900 CL150 DR18 PVC Pipe - incl. CL 'P' bedding	I.m.	165.00	\$200.00	\$33,000.00
5.5	Hydrant and assembly - incl. 200x200x150mm anchor tee, valve, box, and hydrant	ea.	1.00	\$5,500.00	\$5,500.00
5.6	200mm gate valve	ea.	1.00	\$1,700.00	\$1,700.00
5.7	25mm copper type 'K' service connection	ea.	32.00	\$1,000.00	\$32,000.00
			Sub Total		\$82,880.00

THE VELTRI GROUP					3/4
NINA COURT SUBDIVISION					
TOWN OF CAVAN MONAGHAN					
OUR FILE: 113073					
LC CALCULATION - FEBRUARY 24, 2020					
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
6.0	STORMWATER MANAGEMENT FACILITY				
6.1	Fine grading	m ²	2250.00	\$0.75	\$1,687.50
6.2	Concrete headwall as per OPSD 804.030 c/w grate as per OPSD 804.050	ea.	2.00	\$10,000.00	\$20,000.00
6.3	375mm CL. DR35 PVC pipe - incl. CL. 'P' Bedding	I.m.	15.08	\$190.00	\$2,865.20
6.4	450mm CL. 65D Concrete pipe - incl. CL. 'B' Bedding	I.m.	25.05	\$250.00	\$6,262.50
6.5	1200mm precast concrete manhole - incl. frame and cover	v.m.	2.82	\$2,000.00	\$5,640.00
6.6	1200mm precast concrete manhole - incl. bolt-down cover as per OPSD 401.060	v.m.	0.96	\$2,000.00	\$1,920.00
6.7	Water quality treatment swale - incl. 150mm of 50mm clear stone as per detail	I.m.	17.55	\$200.00	\$3,510.00
6.8	Turf reinforcement mat FM200 by Terrafox or approved equal	m ²	92.00	\$125.00	\$11,500.00
6.9	Outfall - 1800mm perforated CSP riser c/w two orifice control devices and 50-80mm clear stone	I.S.	1.00	\$5,500.00	\$5,500.00
6.10	400mm of 200mm Rip-Rap as per OPSD 804.050	m ²	8.00	\$250.00	\$2,000.00
6.11	Maintenance access and weir - Concrete cable block - CC-35 - underlain with 270R filter fabric and 450mm of 50mm crusher run limestone - incl. fine grading	m ²	115.00	\$140.00	\$16,100.00
6.12	Maintenance access - 450mm of 50mm Crusher run limestone - incl. fine grading	m ²	288.00	\$45.00	\$12,960.00
6.13	600mm topsoil and sod	m ²	655.00	\$10.00	\$6,550.00
6.14	600mm topsoil and seed	m ²	450.00	\$5.00	\$2,250.00
			Sub Total		\$98,745.20
7.0	ROADS AND MISCELLANEOUS - STAGE 1				
	NINA COURT				
7.1	Fine grading road allowance	m ²	4050.00	\$1.50	\$6,075.00
7.2	Supply and place granular 'B' - 300mm depth	m ³	715.00	\$45.00	\$32,175.00
7.3	Supply and place granular 'A' - 150mm depth	m ³	338.00	\$65.00	\$21,970.00
7.4	Perforated pipe subdrains per OPSD 216.021	I.m.	275.00	\$22.00	\$6,050.00
7.5	Concrete curb and gutter - Stage 1 - per OPSD 600.070	I.m.	275.00	\$40.00	\$11,000.00
7.6	HL8 base asphalt - 50mm depth	m ³	105.00	\$12.50	\$1,312.50
7.7	Install dead-end barricade per OPSD 973.130	I.S.	1.00	\$2,250.00	\$2,250.00
7.8	Asphalt grinding Nina Court	m ²	50.00	\$50.00	\$2,500.00
	EASEMENT / ASPHALT PATHWAY				
7.9	Fine grading easement and asphalt pathway	m ²	820.00	\$1.50	\$1,230.00
7.10	Supply and place granular 'A' - 300mm depth	m ³	175.00	\$65.00	\$11,375.00
7.11	HL3 surface asphalt - 50mm depth - (asphalt walkway)	t.	71.00	\$170.00	\$12,070.00
7.12	100mm topsoil and sod easement	m ²	240.00	\$8.00	\$1,920.00
			Sub Total		\$109,927.50
	STAGE 1 MUNICIPAL SERVICES				
1.0	EROSION AND SEDIMENT CONTROL				\$27,046.00
2.0	EARTHWORKS				\$93,600.00
3.0	SANITARY SEWERS				\$199,284.00
4.0	STORM SEWERS AND APPURTENANCES				\$147,531.85
5.0	WATERMAIN AND APPURTENANCES				\$82,880.00
6.0	STORMWATER MANAGEMENT FACILITY				\$98,745.20
7.0	ROADS AND MISCELLANEOUS - STAGE 1				\$109,927.50
			Sub Total - Stage 1 Services		\$759,014.55

THE VELTRI GROUP					4/4
NINA COURT SUBDIVISION					
TOWN OF CAVAN MONAGHAN					
OUR FILE: 113073					
LC CALCULATION - FEBRUARY 24, 2020					
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
STAGE 2 MUNICIPAL SERVICES					
8.0	ROADS AND MISCELLANEOUS - STAGE 2				
8.1	Clean and flush manhole	ea.	16.00	\$100.00	\$1,600.00
8.2	Clean and flush catchbasin	ea.	3.00	\$100.00	\$300.00
8.3	Clean and flush sewers	I.m.	662.00	\$10.00	\$6,620.00
8.4	Television inspection - incl. all mainline and CB leads	I.m.	662.00	\$10.00	\$6,620.00
8.5	Adjust manhole frame and cover to final grade	ea.	16.00	\$500.00	\$8,000.00
8.6	Adjust single catchbasin frame and cover to final grade	ea.	1.00	\$500.00	\$500.00
8.7	Adjust double catchbasin frame and cover to final grade	ea.	2.00	\$500.00	\$1,000.00
8.8	Concrete curb and gutter - Stage 2 curb - incl. HL8 asphalt infill	I.m.	275.00	\$750.00	\$206,250.00
8.9	Concrete barrier curb - per OPSD 600.110	I.m.	85.00	\$150.00	\$12,750.00
9.10	Clean base asphalt and apply tack coat	I.s.	1.00	\$1,400.00	\$1,400.00
9.11	HL3 surface asphalt - 40mm depth	t	210.00	\$140.00	\$29,400.00
9.12	1.50m concrete sidewalk	I.m.	216.00	\$110.00	\$23,760.00
9.13	1.50m curb cut	I.s.	1.00	\$1,500.00	\$1,500.00
9.14	Tactile plates	ea.	2.00	\$400.00	\$800.00
9.15	Traffic and regulatory street signs	ea.	1.00	\$500.00	\$500.00
9.16	Pavement markings	I.s.	1.00	\$2,500.00	\$2,500.00
			Sub Total		\$300,500.00
9.0	FENCING				
9.1	1.5m black vinyl chainlink fence (rearing lots adjacent to BLK 21 and easement)	I.m.	315.00	\$150.00	\$47,250.00
			Sub Total		\$47,250.00
10.0	STREET LIGHTING				
10.1	Supply and install 9.9m concrete pole, pole arm, and 31W luminaire fixture	ea.	2.00	\$2,800.00	\$5,600.00
10.2	Supply and install 9.9m concrete pole, pole arm, and 39W luminaire fixture	ea.	2.00	\$2,800.00	\$5,600.00
10.3	2 - #4 Duplex streetlight secondary cable	I.m.	40.00	\$18.00	\$720.00
10.4	2 - #6 AWG compressed stranded copper in 50mm PVC direct buried duct - incl. ground	I.m.	85.00	\$15.00	\$1,275.00
			Sub Total		\$13,195.00
STAGE 2 MUNICIPAL SERVICES					
8.0	ROADS AND MISCELLANEOUS - STAGE 2				\$300,500.00
9.0	FENCING				\$47,250.00
10.0	STREET LIGHTING				\$13,195.00
			Sub Total - Stage 2 Services		\$347,750.00

THE VELTRI GROUP					1/4
NINA COURT SUBDIVISION					
TOWN OF CAVAN MONAGHAN					
OUR FILE: 113073					
LC CALCULATION - FEBRUARY 24, 2020					
SUMMARY					
STAGE 1 MUNICIPAL SERVICES					\$759,014.55
STAGE 2 MUNICIPAL SERVICES					\$347,750.00
			Sub Total		\$1,106,764.55
			5% Contingency		\$55,338.23
			10% Engineering		\$110,676.46
			Sub Total		\$1,272,779.23
			13% H.S.T.		\$143,879.39
			TOTAL SECURITY		\$1,416,658.62

Attachment No. 4: By-law No. 2020-32

The Township of Cavan Monaghan

By-law No. 2020-32

**Being a by-law to authorize the execution of a Pre-Servicing Agreement
between Veltri and Son Limited (Subdivider) and the Township of Cavan
Monaghan (Municipality)**

Whereas the Subdivider is the registered owner of those lands described as PCL 13-1 Sec 9 – Con 5 (Cavan), Part of Lot 13, Concession 5, Geographic Township of Cavan, being part 2, Plan 9R1054 except Plan 9M733, Cavan Millbrook North Monaghan being all of PIN 28009-0086;

And Whereas the Subdivider has received Draft Plan Approval (County of Peterborough File No. 15T-16001;

And Whereas the Subdivider desires to undertake site alteration activities and to construct Municipal Services (the pre-servicing work) in connection with the Draft Plan Approval, prior to the registration of the Plan of Subdivision and the execution and registration of a Subdivision Agreement;

And Whereas the pre-servicing work will occur on lands owned by the Township which form a temporary turning circle and one foot reserve at the terminus of the current Nina Court;

Now Therefore the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized on behalf of the Township of Cavan Monaghan to enter into and execute that certain agreement marked Schedule “1” attached hereto and forming part of this By-law.
2. That the By-law shall become effective immediately upon the passing thereof.

Read a first, second and third time and passed this 15th day of June, 2020.

Scott McFadden
Mayor

Elana Arthurs
Clerk