

TO:	CHAIR AND MEMBERS PLANNING AND ENVIRONMENT COMMITTEE
FROM:	GEORGE KOTSIFAS, P.ENG. MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT:	FENCING STANDARDS

RECOMMENDATION

That, on the recommendation of the Manager, Development Services the following actions be taken:

- a) The generic Amending Agreement included in Appendix A **BE APPROVED**, it being noted that this will be applied to subdivisions 33M-458, 33M-494, 33M-562, 33M-601, and 33M-602 to resolve the matter of substandard parkland fencing installation;
- b) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Amending Agreement and all documents required to fulfill its conditions;
- c) with respect to the agreement included in Appendix A, Civic Administration **BE AUTHORIZED** to accept \$39,982.00 from Southside Group to complete the agreement, it being noted that this funding will be deposited into a deferred revenue account for use in the future to offset the cost of replacing the parkland fence earlier than standard practice; and
- d) with respect to the agreement included in Appendix A, Civic Administration **BE AUTHORIZED** to accept \$30,190.00 from Sifton Properties to complete the agreement, it being noted that this funding will be deposited into a deferred revenue account for use in the future to offset the cost of replacing the parkland fence earlier than standard practice.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

None

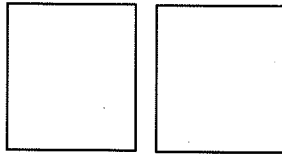
PURPOSE OF THE REPORT

To propose an option of cash contribution to a deferred revenue account as an alternate to full scale replacement of substandard fencing. This option would be used at the time of assumption in cases where correcting the fencing would be highly disruptive to adjacent private property.

BACKGROUND

SUBDIVISION FENCING STANDARDS

Currently, fencing installed as part of subdivision where residential lands abut open space/parkland is required to be "commercial grade". In a subdivision where parkland fencing is required, this required "commercial grade" standard fencing is clearly identified on the servicing drawings and in the subdivision agreement. This practice began in 2007 when SPO 4.8 was created to provide more clarification compared to the previous practice of simply applying OPSD 972.130. During assumption it was found that a number of subdivisions had actually installed "residential grade" fence instead of the "commercial grade" fence as required.



“Residential grade” fence is similar in appearance to “commercial grade” but the “commercial grade” has a higher strength and therefore a longer lifespan. The lifespan of these fences vary depending on their use and location but on average it is estimated that the “residential grade” can be expected to last 35-50 years while the “commercial grade” is expected to last 75 years.

In the years since this parkland fence was installed, homeowners have moved into abutting properties and settled in with some of them landscaping their yards. Due to this, it would be highly disruptive to have the developers remove all the existing fences and replace them with the higher grade. This is compounded by the fact that the existing fence has an acceptable appearance and looks very similar to how the “commercial grade” fence would look. This means the local homeowners may not view the upgrade as worth the disruption.

DISCUSSION

CASH CONTRIBUTION ALTERNATIVE

In light of the issues with replacing the fencing, Development Services staff sought to find a mutually agreeable alternative with the developers in question. The alternative solution that was agreed to has the affected developers contributing a cash-in-lieu payment to a deferred revenue account which will contribute to the future replacement of these fences when they reach the end of their useful life. Staff have negotiated with the affected developers and have reached an understanding on a proposed per meter cash contribution of \$20/m.

This rate works out to the following amounts for the subdivisions currently in this situation:

Subdivision	Subdivision Name	Meters of Fence	Developer	Contribution Cost
33M-458	Talbot Village Ph. 1A	286.0	Southside	\$5720.00
33M-494	Talbot Village Ph. 1B	572.6	Southside	\$11,452.00
33M-562	Talbot Village Ph. 3	1140.5	Southside	\$22,810.00
33M-601	Fanshawe Ridge Ph. 2	825	Sifton	\$16,500.00
33M-602	Andover Trails Ph. 2	684.5	Sifton	\$13,690.00

Subject to Council approval, this approach could be applied to advance assumption with minimal homeowner disruption while still protecting the City’s long term interests. This cash-in-lieu payment will only cover the deficiency in the grade of fence and will not substitute for any quality deficiencies in the fence.

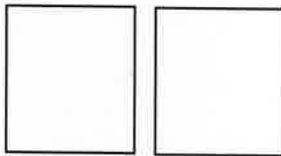
REFORMS IN FENCING ASSUMPTION

Problems encountered that effect assumption of parkland fencing are usually not discovered until the time of inspection. The fact that the assumption inspection requests are not typically received until a number of years after the fence was installed with homes having been built up around it can often cause these problems or make them more difficult to resolve.

The typical barriers to the assumption of fencing along open space and walkways include:

- Wrong fence is installed but full scale replacement is too disruptive (as in this case)
- Private homeowners have installed gates contrary to requirements for assumption
- Issues with the quality of the installation (crooked posts, poor footings, etc.)

To resolve this issue moving forward, Parks Planning will be open to calls for assumption of parkland fencing immediately following their installation, independent of the assumption of other subdivision infrastructure. If the assumption is carried out at this stage the errors, quality concerns, or other issues can still be addressed at the developer’s cost with minimal disruption to homeowners. Also, it would be done prior to any homeowners installing gates or otherwise damaging the fence, further reducing complications. Future subdivision agreements will reflect the ability to request assumption of parkland fencing immediately following installation.




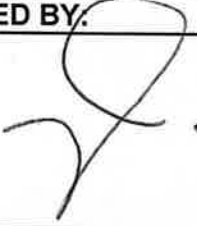


It is also recommended that moving forward a requirement is added for the developer's consulting engineers to provide a certificate of completion at the time of parkland fence assumption. This will encourage consultant involvement at the time of installation which will reduce the risk of installing fence that does not meet the standard.

CONCLUSIONS

Staff have worked with the affected developers (Southside & Sifton) to establish a per-meter rate deemed reasonable to resolve the matter of substandard parkland fencing installation. This arrangement will clear this obstacle to proceeding with assumption. Substandard fencing within existing subdivision agreements where repair is considered too disruptive will apply this rate of \$20/m to satisfy assumption. On a go forward basis, new subdivision agreement clauses will reflect the ability to request assumption of parkland fencing immediately following installation which will help to prevent similar situations in the future.

Acknowledgments:

This report was prepared within Development Services with contributions from Frank Gerrits.

PREPARED BY: 	CONCURRED BY: 
AARON ROZENTALS, P.ENG. MANAGER DEVELOPMENT ENGINEERING	ANDREW MACPHERSON MANAGER PARKS PLANNING & DESIGN
RECOMMENDED BY: 	SUBMITTED BY: 
JENNIE A. RAMSAY, P.ENG. MANAGER DEVELOPMENT SERVICES	GEORGE KOSTIFAS, P.ENG. MANAGING DIRECTOR DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL

September, 2012

cc. F. Gerrits
Sifton Properties
Southside Group

Attach: Appendix A – Generic Amending Agreement

APPENDIX 'A'

THIS AGREEMENT made, in triplicate, this _____ day of _____, 2012.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(hereinafter called the City)

OF THE FIRST PART

AND

DEVELOPER

a Company incorporated under the laws
of the Province of Ontario
(hereinafter called the Owner)

OF THE SECOND PART

WHEREAS the Parties hereto have entered into a certain Subdivision Agreement dated the _____ day of _____, 20____, and registered in the Land Registry Office for the Land Titles Division of Middlesex East (No. 33) on the _____ day of _____, 20____, as Instrument Number ER_____, respecting the lands more particularly described in Schedule "A" attached hereto and other lands;

AND WHEREAS it is deemed expedient to amend the said Agreement dated the _____ day of _____, 20____ as hereinafter set out;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Owner to the City, the receipt whereof is hereby acknowledged, the City and the Owner covenant and agree that the Subdivision Agreement dated the _____ day of _____, 20____, and registered in the Land Registry Office for the Land Titles Division of Middlesex East (No. 33) as Instrument Number ER_____, be and the same is hereby amended as follows:

1. That Part II – Special Provisions, Section 28, Clause (____) be amended by adding the following paragraph:

(____) Prior to assumption of this Plan, the Owner shall make a cash-in-lieu payment to the City, as compensation for the installation of substandard parkland fencing. The amount required shall be equivalent to \$20.00 per metre of installed fencing to an amount of \$_____.

2. All other provisions and conditions of the said Subdivision Agreement dated the _____ day of _____, 20____, and registered in the Land Registry Office for the Land Titles Division of Middlesex East (No. 33), the _____ day of _____, 20____, as Instrument Number ER_____, shall remain in full force and in effect and this Agreement shall alter the said Agreement only as far as is stated herein and the said Agreement in all other respects is hereby confirmed.

SCHEDULE "A"

This is Schedule "A" to the Subdivision Amendment Agreement dated the ____ day of ____, 2012, The Corporation of the City of London and _____ to which it is attached and forms a part.

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being composed _____, Geographic Township of London, in the City of London, County of Middlesex.