

Report to Planning and Environment Committee

To: Chair and Members
Planning & Environment Committee

From: George Kotsifas, P. Eng
Managing Director, Development & Compliance Services and
Chief Building Official

Subject: Application By: 2557727 Ontario Inc.
3425 Emilycarr Lane
Emily Carr (North) Subdivision - Special Provisions 39T-18506

Meeting on: September 9, 2019

Recommendation

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and 2557727 Ontario Inc. for the subdivision of land located at 3425 EmilyCarr Lane (north portion) on the north side of the proposed Bradley Ave extension, west of the Copperfield in Longwoods residential subdivision and south of Wharncliffe Road;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and 2557727 Ontario Inc. for the Emily Carr (North) Subdivision (39T-18506) attached as Appendix "A", **BE APPROVED**;
- (b) the Applicant **BE ADVISED** that Development Finance has summarized the claims and revenues attached as Appendix "B"; and
- (c) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

Analysis

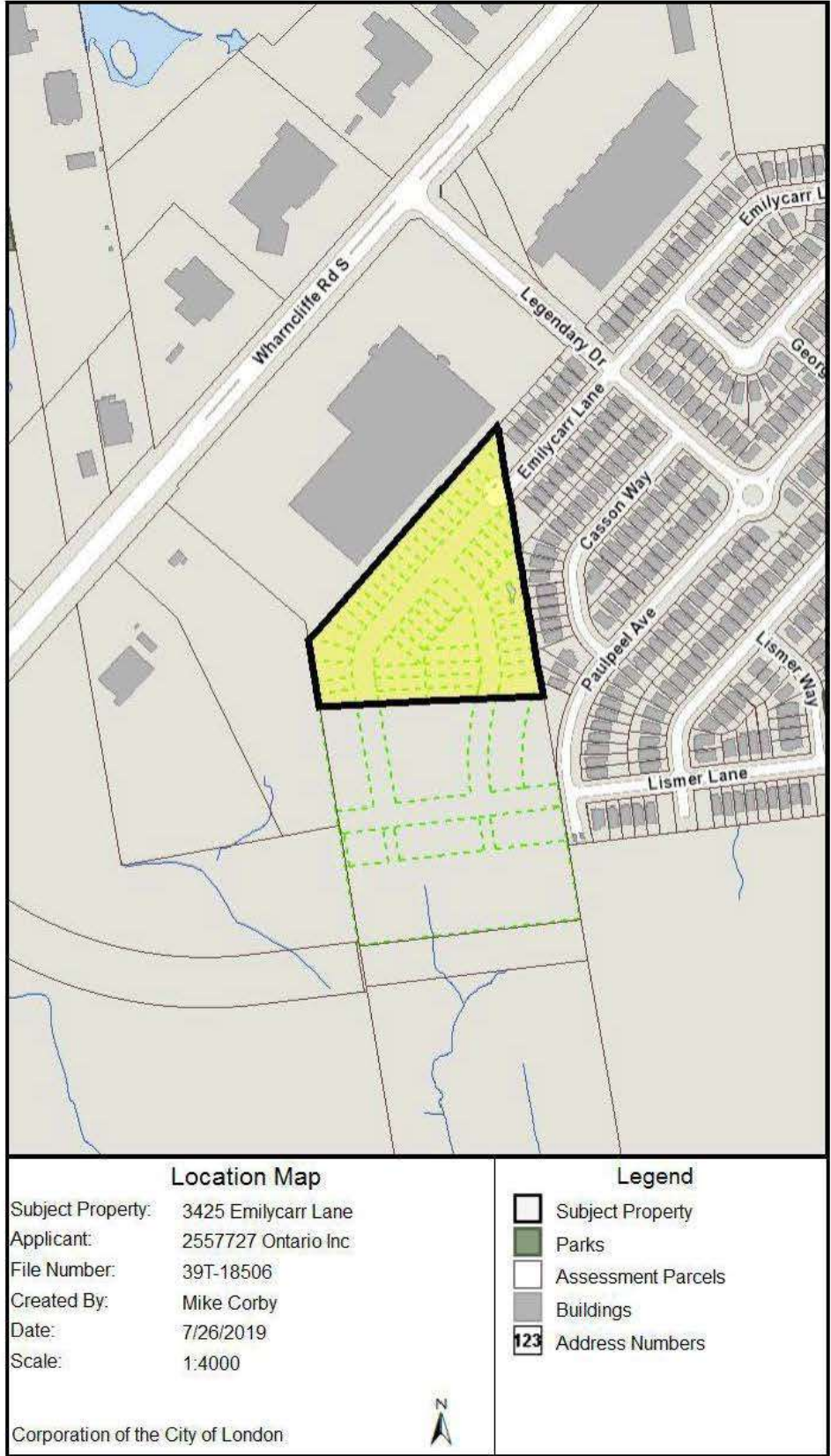
1.0 Site at a Glance

1.1 Property Description

This application for Draft Plan of Subdivision Approval was accepted on December 3, 2018. It was circulated to the required agencies and municipal departments on December 17, 2018. On December 20, 2018, Notice of Application was sent to all property owners within 120m of the subject property and was also published in *The Londoner*. A Notice of Public Meeting was advertised in *The Londoner* on April 4, 2019 and was also sent out to all property owners within 120m of the subject property. The Public Meeting was held on April 15, 2019. Draft approval was granted on May 27, 2019.

1.2

Location Map Emily Carr (North) Subdivision



The Applicant is registering approval of this subdivision, which consists of (48) single detached lots, seven (7) single family blocks and two (2) reserve block.

Development Services has reviewed these special provisions with the Owner who is in agreement with them.

This report has been prepared in consultation with the City Solicitor's Office.

Prepared by:	M. Corby, MCIP, RPP Senior Planner, Development Services
Recommended by:	Paul Yeoman, RPP, PLE Director, Development Services
Submitted by:	George Kotsifas, P.ENG Managing Director, Development and Compliance Services and Chief Building Official
Note: The opinions contained herein are offered by a person or persons qualified to provide expert opinion. Further detail with respect to qualifications can be obtained from Development Services.	

August 30, 2019

CC: Matt Feldberg, Manager, Development Services (Subdivisions)
Lou Pompili, Manager, Development Planning
Ismail Abushehada, Manager, Development Engineering

Appendix A – Special Provisions

5. STANDARD OF WORK

Add the following new Special Provision:

- #1 The Owner shall provide minimum side yard setbacks as specified by the City for buildings which are adjacent to rear yard catch basin leads which are not covered by an easement on Lots in this Plan.

The Owner shall include in all Agreements of Purchase and Sale or Lease for the transfer of Lots 21, 37, 43 and 44 of this plan, and all other affected Lots shown on the accepted plans and drawings, which incorporate rear yard catchbasins, a covenant by the purchaser or transferee to observe and comply with the minimum building setbacks and associated underside of footing (U.S.F.) elevations, by not constructing any structure within the setback areas, and not disturbing the catchbasin and catchbasin lead located in the setback areas. This protects these catchbasins and catchbasin leads from damage or adverse effects during and after construction. The minimum building setbacks from these works and associated underside of footing (U.S.F.) elevations have been established as indicated on the subdivision lot grading plan, attached hereto as **Schedule "I"** and on the servicing drawings accepted by the City Engineer.

6. SOILS CERTIFICATE/GEOTECHNICAL

Add the following new Special Provision:

- #2 Prior to the issuance of any Certificate of Conditional Approval, the Owner's Professional Engineer shall certify that any remedial or other works as recommended in the accepted geological report are implemented by the Owner, to the satisfaction of the City, at no cost to the City Engineer.

10. COMPLETION, MAINTENANCE, ASSUMPTION AND GUARANTEE

Remove Subsection 10.3 and **replace** with the following:

- 10.3 The Owner shall guarantee each and every one of the works and services in good condition and repair, consistent with what is, in the opinion of the City Engineer and based on the certification of the Owner's Professional Engineer, sound engineering practice, for the period of one (1) year commencing the date of the signed Memo from the Managing Director, Environmental & Engineering Services and City Engineer and the Director of Development Services to assume said works and services. Provided however, that the City may, at its option, assume any or all of the said works and services at any time, but the City shall not be deemed to have assumed any work or service unless such assumption is evidenced by an assumption certificate and the enactment of a by-law to that effect.

15. PROPOSED SCHOOL SITES

Remove Subsections 15.3 to 15.8 as there are no School Blocks in this Plan.

- ~~15.3 The Owner shall set aside an area or areas (being Block(s) _____) as a site or sites for school purposes to be held subject to the rights and requirements of any School Board having jurisdiction in the area.~~

- ~~15.4 The School Boards shall have the right, expiring three (3) years from the later of the date on which servicing of the relevant site is completed to the satisfaction of the City or the date on which seventy percent (70%) of the Lots in the subdivision have had building permits issued, to purchase the site and may exercise the right by giving notice to the Owner and the City as provided elsewhere in this Agreement~~

~~and the transaction of purchase and sale shall be completed no later than two (2) years from the date of giving notice.~~

~~15.5 The School Boards may waive the right to purchase by giving notice to the Owner and the City as provided elsewhere in this Agreement.~~

~~15.6 Where all School Boards have waived the right to purchase, the City shall then have the right for a period of two (2) years from the date on which the right to purchase by the School Board has expired or has been was waived as the case may be, to purchase the site for municipal purposes and may exercise the right by giving notice to the Owner as provided elsewhere in this Agreement and the transaction of purchase and sale shall be completed no later than sixty (60) days from the date of giving notice.~~

~~15.7 The Owner agrees that the school blocks shall be:~~

- ~~(a) graded to a one percent (1%) grade or grades satisfactory to the City, the timing for undertaking the said works shall be established by the City prior to the registration of the Plan; and~~
- ~~(b) top soiled and seeded to the satisfaction of the City, the timing for undertaking the said works to be established prior to assumption of the subdivision by the City.~~

~~15.8 Where the Owner has been required to improve the site by grading, top soil and seeding, the responsibility of the Owner for the maintenance of the site shall cease upon completion by the Owner of its obligations under this Agreement.~~

24.1 STANDARD REQUIREMENTS

Add the following new Special Provisions:

- #3** Prior to the issuance of any Certificate of Conditional Approval, should lands to the south not be developed, the Owner shall construct any necessary temporary measures, including but not limited to, temporary turning circles, automatic flushing devices, etc., provide any necessary easements and provide revised engineering drawings to be accepted by the City, all to the satisfaction of the City. Additional security may be required for these works, (eg. \$5,000 per automatic flushing device, \$5,000 for each external temporary turning circle, \$20,000 for each internal temporary turning circle), to the satisfaction of the City.
- #4** Should lands to the south not develop, prior to assumption of this subdivision in whole or in part by the City, and as a condition of such assumption, the Owner shall pay to the City Treasurer the following amounts as set out or as calculated by the City, or portions thereof as the City may from time to time determine:
 - (i) For the removal of any temporary turning circles required in conjunction with this plan, an amount of \$5,000 for each external temporary turning circle or \$20,000 for each internal temporary turning circle; and
 - (ii) For the removal of any automatic flushing devices in the future required in conjunction with this plan, an amount of \$5,000 for each automatic flushing device.
- #5** Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make all necessary arrangements with the owner of Plan 33M-582 to construct new services and make adjustments to the existing works and services on Emilyarr Lane in Plan 33M-582 adjacent to this plan to accommodate the proposed works and services on this streets to accommodate the Lots in this Plan fronting this street (eg. private services, street light poles, etc.) in accordance with the approved design criteria and accepted drawings, all to the satisfaction of the City Engineer and at no cost to the City.

- #6 The Owner shall include in the Agreements of Purchase and Sale or lease and in the transfer or deed of Lots 1 and 2 and Blocks 49 and 50 in this Plan, a covenant by the purchaser or transferee stating that the purchaser or transferee of the said lot/block to observe and comply with the private easements, private sewer services needed for the servicing of external lands to the north of the said lot/block in this Plan.

No landscaping, vehicular accesses, parking access, works, services or other features in Lots 1 and 2 and Blocks 49 and 50 shall interfere with the above-noted municipal or private maintenance accesses, services, grading or drainage that services other lands.

- #7 The Owner shall make all necessary arrangements to combine Blocks 49, 50, 51, 52, 53, 54, 55, 56 and 57 in this Plan with adjacent lands to the east in Plan 33M-582, to create developable Lots and/or Blocks, to the satisfaction of and at no cost to the City. The above-noted Blocks shall be held out of development until they can be combined with adjacent lands to create developable Lots and/or Blocks.

24.2 CLAIMS

Remove Section 24.2 in its entirety and **replace** with the following:

There are no eligible claims for works by the Owner paid for from a Development Charges Reserve Fund or Capital Works Budget included in this Agreement.

24.6 EROSION AND SEDIMENT CONTROL

Add the following new Special Provision:

- #8 Prior to any work on the site, the Owner's professional engineer shall implement all interim and long term erosion and sediment control measures identified as a component of the Functional Storm/Drainage Servicing Report and is to have these measures established as per the accepted engineering drawings and approved all to the satisfaction of the City Engineer.

24.7 GRADING REQUIREMENTS

Add the following new Special Provisions:

- #9 The Owner shall include in the Agreements of Purchase and Sale or Lease for the transfer of Lots 1 and 2 in this Plan, as an overland flow route is located on the said Lots/Blocks, a covenant by the purchaser or transferee to observe and comply with the following:
- i) The purchaser or transferee shall not alter or adversely affect the said overland flow route on the said Lots as shown on the accepted lot grading and servicing drawings for this subdivision.

The Owner further acknowledges that no landscaping, vehicular access, parking access, works or other features shall interfere with the above-noted overland flow route, grading or drainage.

- #10 The Owner shall maintain the existing overland flow route between Lots 1 and 2 as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- #11 Prior to the issuance of any Certificate of Conditional Approval, in order to develop this site, the Owner shall make arrangements with the adjacent property owner to

the east to regrade a portion of the property, in conjunction with grading and servicing of this subdivision, to the specifications of the City, at no cost to the City.

24.9 SANITARY AND STORM SEWERS

Remove Subsection 24.9 (b) and **replace** with the following:

- (b) The Owner shall construct the storm sewers to service the Lots and Blocks in this Plan, which is located in the Dingman Creek Subwatershed, and connect them to the City's existing storm system, in accordance with the accepted engineering drawings, to the satisfaction of the City.

Add the following new Special Provisions:

- #12 Prior to the issuance of a Certificate of Conditional Approval for Lots 32 to 45, inclusive, sanitary, storm and watermain servicing is to be available from adjacent lands to the south, to the satisfaction of the City.
- #13 The Owner shall remove any existing temporary Ditch Inlet Catch Basins (DICBS), etc. and the existing easements may be quit claimed, all to the satisfaction and specifications of the City Engineer and at no cost to the City.

24.10 WATER SERVICING

Add the following new Special Provisions:

- #14 Prior to the issuance of any Certificates of Conditional Approval, and in accordance with City standards, or as otherwise required by the City Engineer, the Owner shall complete the following for the provision of water service to this draft Plan of Subdivision:
 - i) if the subject Plan develops in advance of the subdivision to the south of this Plan (39T-16508), watermains shall connect into the existing low-level municipal system, namely the existing 200 mm diameter watermain on Emilycarr Lane and shall be constructed only along Emilycarr Lane. Once the subdivision to the south is constructed, the watermain on David Milne Way may proceed with construction;
 - ii) if the subject Plan develops in advance of the subdivision to the south of this Plan, Owner shall make arrangements with the affected property owner(s) for the construction of any portions of watermain situated on private lands outside this Plan and shall provide satisfactory easements, as necessary, all to the specifications of the City; and
 - iii) have their consulting engineer prepare a Certificate of Completion of works to confirm to the City that the watermain connection to the 200 mm diameter watermain on Emilycarr Lane has been constructed, is operational and is complete.
- #15 The Owner shall pay a proportional share of the operation, maintenance, monitoring and/or billing costs of any automatic flushing device(s) to third parties that have constructed the services and/or facilities to which the Owner is connecting. The above-noted proportional share of the cost shall be based on water meter billing, to the satisfaction of the Parties. The Owner's payments to third parties, shall:
 - (i) commence upon completion of the Owner's service work connections to the existing watermains; and
 - (ii) continue until the time at which the minimum water quality criteria is achieved, subject to City approval.

- #16 With respect to any automatic flushing device(s) constructed in conjunction with this Plan, the Owner shall permit the connection into and use of the subject automatic flushing devices by outside owners whose lands are serviced by the said watermain servicing and automatic flushing device(s).

The connection into and use of the subject services by an outside owner will be conditional upon the outside owner satisfying any requirements set out by the City, which may include the granting of any servicing easements that are required by other outside owners whose lands are to be connected to the subject services, and agreement by the outside owner to pay a proportional share of the operation, maintenance, monitoring and/or billing costs of any automatic flushing devices.

- #17 If at any time, the parties cannot complete Conditions (___) and (___) above, each Owner shall install its own automatic flushing device(s) to flush water from its own watermains, to the satisfaction of the City.

24.11 ROADWORKS

Remove Subsection 24.11 (p) as there are no traffic calming measures in this Plan.

~~(p) Where traffic calming measures are required within this Plan:~~

~~(i) The Owner shall erect advisory signs at all street entrances to this Plan for the purpose of informing the public of the traffic calming measures implemented within this Plan prior to the issuance of any Certificate of Conditional Approval in this Plan.~~

~~(ii) The Owner shall register against the title of all Lots and Blocks abutting the traffic calming circle(s) in this Plan, and shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of the said Lots and Blocks, a covenant by the purchaser or transferee stating the said owner that there may be some restrictions for driveway access due to diverter islands built on the road.~~

~~(iii) Where a traffic calming circle is located, the Owner shall install the traffic calming circle as a traffic control device, including the diverter islands, or provide temporary measures, to the satisfaction of the City prior to the issuance of a Certificate of Conditional Approval for that section of road.~~

~~(iv) The Owner shall register against the title of all Lots and Blocks on (insert street names) in this Plan, and shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of the said Lots and Blocks, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Lots and Blocks away from the traffic calming measures on the said streets, including traffic calming circles, splitter islands and speeds cushions, to be installed as traffic control devices, to the satisfaction of the City Engineer.~~

Remove Subsection 24.11 (q) and **replace** with the following:

- (q) The Owner shall direct all construction traffic including all trades related traffic associated with construction of dwelling units in this Plan to access the site from Wharncliffe Road South via Legendary Drive.

Add the following new Special Provisions:

- #18 The Owner shall make arrangements with the owner of lands to the east to allow construction traffic access related to the installation of services to access the lands and for the completion of Emilyarr Lane as a fully serviced road in Plan 33M-582 and provide any restoration of Emilyarr Lane until Emilyarr Lane in Plan 33M-

532 is assumed by the City, at no cost to the City and all to the satisfaction of the City. Alternatively, the Owner shall direct all construction traffic related to the installation of services to access this site from Wharnccliffe Road via a temporary construction access as per the accepted engineering drawings, at no cost to the City, all to the satisfaction of the City.

#19 "The Owner shall install sufficient signage to direct construction traffic to the designated access routes, all to the satisfaction of the City."

#20 The Owner shall remove the temporary turning circle on Emilycarr Lane and adjacent lands, in Plan 33M-582 to the east of this Plan, and complete the construction of Emilycarr Lane in this location as a fully serviced road, including restoration of adjacent lands, to the specifications of the City. The City will quit claim the easements which were used for temporary turning circle purposes which are no longer required at no cost to the City.

If funds have been provided to the City by the Owner of Plan 33M-582 for the removal of the temporary turning circle and the construction of this section of Emilycarr Lane and all associated works, the City shall reimburse the Owner for the substantiated cost of completing these works, up to a maximum value that the City has received for this work.

In the event that Emilycarr Lane in Plan 33M-582 is constructed as a fully serviced road by the Owner of Plan 33M-582, then the Owner shall be relieved of this obligation.

#21 The Owner shall be required to make minor boulevard improvements on Emilycarr Lane adjacent to this Plan, to the specifications of the City and at no cost to the City, consisting of clean-up, grading and sodding as necessary.

SCHEDULE "C"

This is Schedule "C" to the Subdivision Agreement dated this _____ day of _____, 2019, between The Corporation of the City of London and 2557727 Ontario Inc. to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Emilycarr Lane shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
- David Milne Way shall have a minimum road pavement width (excluding gutters) of 6.0 metres with a minimum road allowance of 18 metres

Sidewalks

A 1.5 metre sidewalk shall be constructed on Emilycarr Lane and David Milne Way as per the accepted engineering drawings.

Pedestrian Walkways

There are no pedestrian walkways in this Plan.

SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2019, between The Corporation of the City of London and 2557727 Ontario Inc. to which it is attached and forms a part.

Prior to the Approval Authority granting final approval of this Plan, the Owner shall transfer to the City, all external lands as prescribed herein. Furthermore, within thirty (30) days of registration of the Plan, the Owner shall further transfer all lands within this Plan to the City.

LANDS TO BE CONVEYED TO THE CITY OF LONDON:

0.3 metre (one foot) reserves:	Blocks 58 and 59
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	Cash payment in lieu of the 5% parkland dedication pursuant to City of London By-law C.P.-9.
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL

LANDS TO BE SET ASIDE FOR SCHOOL SITE: NIL

LANDS TO BE HELD IN TRUST BY THE CITY: NIL

SCHEDULE "E"

This is Schedule "E" to the Subdivision Agreement dated this _____ day of _____, 2018, between The Corporation of the City of London and 2557727 Ontario Inc. to which it is attached and forms a part.

The Owner shall supply the total value of security to the City is as follows:

CASH PORTION:	\$ 188,883
BALANCE PORTION:	<u>\$1,070,335</u>
TOTAL SECURITY REQUIRED	\$1,259,218

The Cash Portion shall be deposited with the City Treasurer prior to the execution of this agreement.

The Balance Portion shall be deposited with the City Treasurer prior to the City issuing any Certificate of Conditional Approval or the first building permit for any of the lots and blocks in this plan of subdivision.

The Owner shall supply the security to the City in accordance with the City's By-Law No. CPOL-13-114 and policy adopted by the City Council on April 4, 2017 and any amendments.

In accordance with Section 9 Initial Construction of Services and Building Permits, the City may limit the issuance of building permits until the security requirements have been satisfied.

The above-noted security includes a statutory holdback calculated in accordance with the Provincial legislation, namely the CONSTRUCTION LIEN ACT, R.S.O. 1990.

SCHEDULE "F"

This is Schedule "F" to the Subdivision Agreement dated this _____ day of _____, 2019, between The Corporation of the City of London and 2557727 Ontario Inc. to which it is attached and forms a part.

Prior to the Approval Authority granting final approval of this Plan, the Owner shall transfer to the City, all external easements as prescribed herein. Furthermore, within thirty (30) days of registration of the Plan, the Owner shall further transfer all easements within this Plan to the City.

Multi-Purpose Easements:

There are no multi-purpose easements required for this Plan.

Appendix B – Related Estimated Costs and Revenues

3425 Emily Carr Lane (North Portion) - 2557727 Ontario Inc. (York)
 Subdivision Agreement
 39T-18506

Related Estimated Costs and Revenues

Estimated DC Funded Servicing Costs	Estimated Cost (excludes HST)
Claims for Owner led construction from CSRF - None identified.	\$0
Claims for City led construction from CSRF - None identified.	\$0
Total	\$0
Estimated Total DC Revenues (2019 Rates)	Estimated Revenue
CSRF	\$1,822,480
TOTAL	\$1,822,480

1 Estimated Revenues are calculated using 2019 DC rates and may take many years to recover. The revenue estimates includes DC cost recovery for "soft services" (fire, police, parks and recreation facilities, library, growth studies). There is no comparative cost allocation in the Estimated Cost section of the report, so the reader should use caution in comparing the Cost with the Revenue section.

2 There are no eligible claims in this Plan of Subdivision.

Reviewed by:

 Date

 Matt Feldberg
 Manager, Development Services
 (Subdivisions)

Reviewed by:

 Date

 Paul Yeoman
 Director, Development Services