

## 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: Greengate Village Limited  
Summerside Subdivision Phase 12B - Special Provisions  
**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 Greengate Village Limited for the subdivision of land over Part of Lot 14, Concession 1, (Geographic Township of Westminster), situated on the north side of Bradley Avenue, between Highbury Avenue South and Jackson Road;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Greengate Village Limited for the Summerside Subdivision Phase 12B – Stage 2 (39T-07508) 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 Background and Description


On June 28, 2019, the City of London Approval Authority issued a decision to grant draft approval to a red-line revised, draft plan of subdivision submitted by Greengate Village Limited, known as Summerside Phase 12B. The statutory public meeting of the Planning and Environment Committee was held on May 13, 2019. Municipal Council passed a corresponding Zoning By-law Amendment on May 21, 2019. There were no appeals to either the draft approved plan or Zoning By-law Amendment. The draft plan consists of 62 single detached dwellings, six (6) multi-family, medium density blocks, and two (2) reserve blocks, on the extension of Turner Crescent. The subject development lands are approximately 0.7 hectares in area, and are currently accessed off an existing road stub from Asima Drive.

This request for Special Provisions represents the second stage of the subdivision development consisting of 15 single detached residential lots, served by the extension of Turner Crescent terminating in a temporary turning circle. The first phase of the subdivision (Phase 12A) on lands to the east, which included the easterly extension of Asima Drive and Strawberry Walk, was registered on July 14, 2016.

1.2 Location Map - Summerside Subdivision Phase 12B – Stage 2



Location Map		Legend	
Project Title:	39T-07508		Subject Site
Description:	Summerside Phase 12 - Stage 2		Parks
Created By:	Larry Mottram		Assessment Parcels
Date:	7/25/2019		Buildings
Scale:	1:2000		Address Numbers

N  


Corporation of the City of London



The applicant is preparing to register the second stage of this phase of the subdivision as shown on the proposed plan for registration. 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.

<b>Prepared by:</b>	<b>Larry Mottram, MCIP, RPP</b> <b>Senior Planner, Development Services</b>
<b>Recommended by:</b>	<b>Paul Yeoman, RPP, PLE</b> <b>Director, Development Services</b>
<b>Submitted by:</b>	<b>George Kotsifas, P.ENG</b> <b>Managing Director, Development and Compliance</b> <b>Services and Chief Building Official</b>
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 Pompilii, Manager, Development Planning  
Ismail Abushehada, Manager, Development Engineering

## Appendix A – Special Provisions

### 5. STANDARD OF WORK

Add the following Special Provisions:

- #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 any Agreement of Purchase and Sale or Lease for the Lots which incorporate rear yard catchbasins, which includes Lots 1, 2, 4, 5, 7, 8, 10 and 11 in this Plan and all other affected Lots shown on the accepted plans and drawings, 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.

### 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 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:

- #2 The Owner shall make all necessary arrangements with any required owner(s) to have any existing easement(s) in this Plan quit claimed to the satisfaction of the City and at no cost to the City. The Owner shall protect any existing private services in the said easement(s) until such time as they are removed and replaced with appropriate municipal and/or private services at no cost to the City.

Following the removal of any existing private services from the said easement and the appropriate municipal services and/or private services are installed and operational, the Owner shall make all necessary arrangements to have any section(s) of easement(s) in this Plan, quit claimed to the satisfaction of the City, at no cost to the City.

- #3 Prior to the issuance of a Certificate of Conditional Approval, the Owner shall remove the existing services to Lots 2 and 3 in this Plan and alternate services shall be installed to replace the existing private services, to the satisfaction of the City.

- #4 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 the temporary turning circle on Turner Crescent outside this Plan, an amount of \$5,000; and
- (ii) For the future removal of the automatic flushing device on Turner Crescent as per the accepted engineering drawings, an amount of \$5,000;

- #5 The Owner shall request the City release the 0.3 metre reserve on Asima Drive at the intersection of Turner Crescent. (Block 120 Plan 33M-533).

- #6 The Owner shall include in all Purchase and Sale Agreements of Sale or Lease for any Lots and Blocks that back onto Meadowgate Boulevard (Lots 1 - 9) a requirement that the purchaser/home builder shall provide concept plans and elevations prior to the application for a building permit which demonstrates building orientation to all adjacent streets, including a built form that has the same level of architectural detail on all street facades, all to the satisfaction of and at no cost to the City.

## 24.2 CLAIMS

**Remove** Section 24.2 in it's 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:



- #7 Prior to any work on the site, the Owner's professional engineer shall implement all interim and long term 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. Further, the Owner's Professional Engineer must confirm that the required sediment and erosion control measures are being maintained and operated as intended during all phases of construction.

#### 24.7 GRADING REQUIREMENTS

**Add** the following new Special Provisions:

- #8 The Owner shall include in all Agreements of Purchase and Sale or Lease for the transfer of all the Lots within this Plan, as an overland flow route is located at the rear of all of the said Lots, a covenant by the purchaser or transferee to observe and comply with the following:

*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.

- #9 The Owner shall maintain the existing overland flow routes at the rear of all Lots in this Plan as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- #10 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 owners, if necessary, to the south and east to regrade any portions 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 sewer system being the 525 mm diameter storm sewer stub on Turner Crescent, in accordance with the accepted engineering drawings, to the satisfaction of the City.

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

- (j) The Owner shall construct the sanitary sewers to service the Lots and Blocks in this Plan and connect them to the City's existing sanitary sewage system being the 200 mm diameter sanitary sewer on Turner Crescent in accordance with the accepted engineering drawings, to the satisfaction of the City.

**Add** the following new Special Provisions:

- #11 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make adjustments to the existing works and services on Turner Crescent and Asima Drive, adjacent to this Plan to accommodate the proposed works and services on this street to accommodate the lots in this Plan (eg. private services, street light poles, traffic calming, etc.) in accordance with the approved design criteria and accepted drawings, all to the satisfaction of the City Engineer, at no cost to the City.

#### 24.10 WATER SERVICING

**Remove** Subsection 24.10 (e) and **replace** with the following:

- (d) The Owner shall construct the watermains to service the Lots and Blocks in this Plan and connect them to the City's existing high-level water supply system, being the 200 mm

diameter water main on Turner Crescent, as per the accepted engineering drawings, to the specifications of the City Engineer.

**Add** the following new Special Provisions:

- #12 If the Owner requests the City to assume Turner Crescent with the automatic flushing device still in operation, all as shown on this Plan of Subdivision, prior to its extension to the south, the Owner shall pay to the City at the time of the assumption of this subdivision by the City, the amount estimated by the City at the time, to be the cost of removing the automatic flushing device and properly abandoning the discharge pipe from the automatic flushing device to the storm/sanitary sewer system at the south limit of Turner Crescent and restoring adjacent lands, all to the specifications of the City. The estimated cost for doing the above-noted work on this street is \$5,000, for which amount sufficient security is to be provided in accordance with **Condition 24.1 ( )**. The Owner shall provide the cash to the City at the request of the City prior to assumption of the subdivision if needed by 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 notify the purchasers of all lots abutting the traffic calming circle(s) in this Plan 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, **raised intersections**, 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 installation of services and construction of dwelling units in this Plan to access the site from Evans Boulevard via Bradley Avenue and Jackson Road or other routes as designated by the City. If the Owner utilizes Meadowgate Boulevard for their construction access they must coordinate with Drewlo Holdings Inc. since the road is un-assumed. The Owner is responsible for any damage or deterioration caused by their construction traffic.

**Add** the following new Special Provisions;

- #13 The Owner shall construct a temporary turning circle at the south limit of Turner Crescent, to the satisfaction of the City Engineer and at no cost to the City.

If the Owner requests the City to assume Turner Crescent, all as shown on this Plan of Subdivision, prior to its extension to the south, the Owner shall pay to the City at the time of the assumption of this subdivision by the City the amount estimated by the City at the time, to be the cost of removing the temporary turning circle at the south limit of Turner Crescent and completing the curb and gutter, asphalt pavement, Granular 'A', Granular 'B', sodding of the boulevard, 1.5metre (5foot) concrete sidewalks as per the accepted drawings, and restoring adjacent lands, including the relocation of any driveways, all to



the specifications of the City. The estimated cost, including legal fees for releasing easements and/or transferring blocks, and doing the above-noted work on this street is \$5,000 for which amount sufficient security is to be provided in accordance with 24.1 (\_\_\_\_). The Owner shall provide the cash to the City at the request of the City prior to assumption of the subdivision if needed by the City.

When the lands abutting this Plan of Subdivision develop and the temporary turning circle is removed, 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.

- #14 Barricades are to be maintained at south limit of Turner Crescent until lands to the south develop or as otherwise directed by the City. At the time of lands developing to the south of this Plan or as otherwise directed by the City, the Owner shall remove the barricades and any temporary turning circles, restore the boulevards and complete the construction of the roadworks within the limits of both temporary turning circles, to the specifications of the City, all at no cost to the City.

The Owner shall advise all purchasers of land within this subdivision that any traffic to and from this subdivision will not be permitted to pass the barricade(s) until the removal of the barricade(s) is authorized by the City.

- #15 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make all necessary arrangements, financial and otherwise, with the City to have Block 120 (0.3 metre reserve), as shown on Plan 33M-533, dedicated as public highway with Turner Crescent, at no cost to the City, to the satisfaction of the City Engineer.

**SCHEDULE "C"**

This is Schedule "C" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between The Corporation of the City of London and Greengate Village Limited to which it is attached and forms a part.

**SPECIAL WORKS AND SERVICES**

**Roadways**

- Turner Crescent shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 18.5 metres as per the accepted engineering drawings.

**Sidewalks**

A 1.5 metre sidewalk shall be constructed on the west boulevard of Turner Crescent, 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 Greengate Village Limited 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:	Block 16 and 17
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	NIL – provided through previous phase(s).
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 \_\_\_\_\_, 2019, between The Corporation of the City of London and Greengate Village Limited 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:	\$ 49,259
BALANCE PORTION:	<u>\$ 279,134</u>
TOTAL SECURITY REQUIRED	\$ 328,393

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 Greengate Village Limited 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:**

- (a) A temporary turning circle/multi-purpose easement shall be deeded to the City in conjunction with this Plan, over lands external to this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
  - (i) For a temporary turning circle at the south limit of Turner Crescent and temporary DICB's and associated works at the south limit of Turner Crescent as per the accepted engineering drawings.

**Appendix B – Related Estimated Costs and Revenues**



Summerside Phase 12B Stage 2 Subdivision - Greengate Village  
 Subdivision Agreement  
 39T-07508

**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	\$497,040
TOTAL	\$497,040

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