File: 39T-16508

Planner: M. Corby/F. Gerrits

# **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: Emily Carr South Subdivision - Special Provisions

**Application By: Goldfield Ltd.** 

3245 Emilycarr Lane

Meeting on: November 4, 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 Goldfield Ltd. for the subdivision of land located at 3425 Emilycarr Lane (south 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 Goldfield Ltd. for the Emily Carr South Subdivision, (39T-16508) attached as Appendix "A", **BE APPROVED**;
- (b) the Applicant **BE ADVISED** that Development Finance has summarized the claims and revenues <u>attached</u> as Appendix "B";
- (c) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

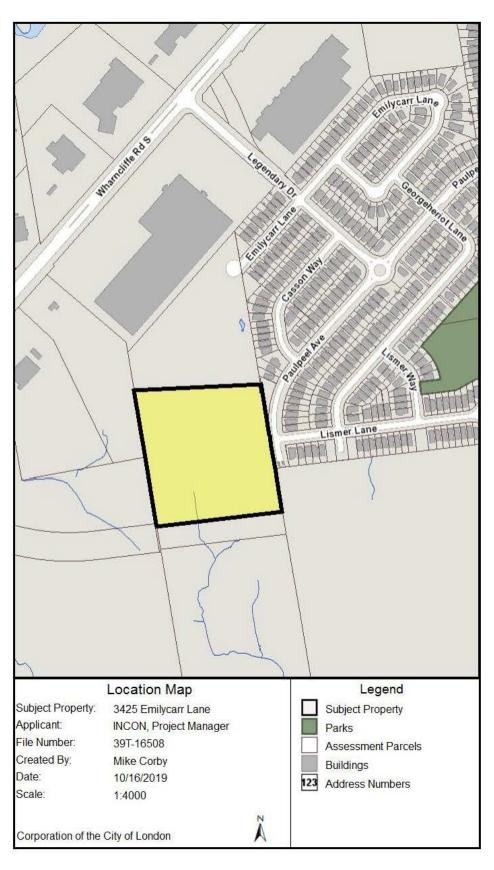
# **Analysis**

#### 1.0 Site at a Glance

# 1.1 Property Description

This application for Draft Plan of Subdivision Approval was accepted on October 16, 2016 and a revised application was accepted on May 30, 2017 and again on April 15, 2018. . On June 21, 2018 a Revised Notice of Application was sent to all property owners within 120m of the subject property and on June 28, 2018, the Revised Notice of Application was published in *The Londoner*. A notice of Public Meeting was advertised in *The Londoner* on September 6, 2018 and a notice of Public Meeting was sent out on September 6, 2018. The Public Meeting was held on September 24, 2018. Draft approval was granted on October 23, 2018.

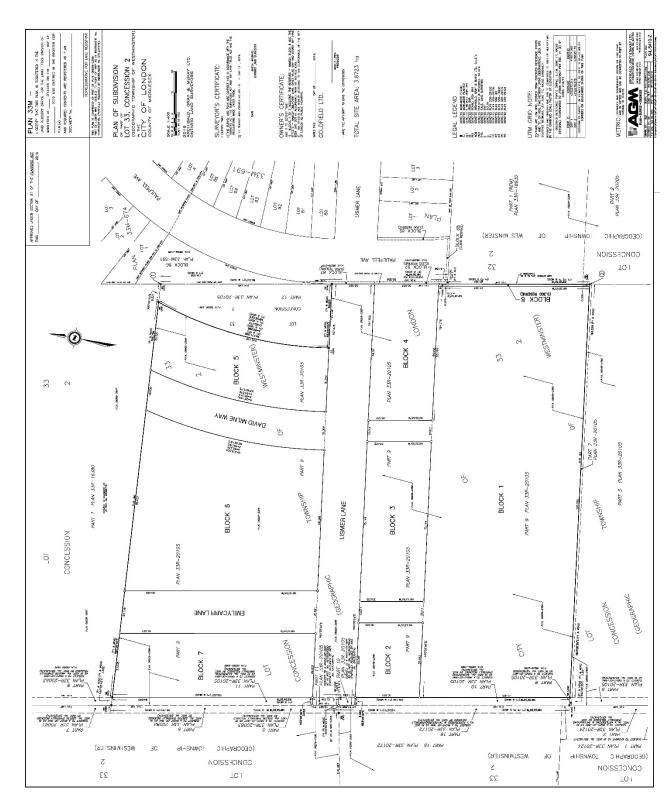
# 1.2 Location Map Emily Carr South Subdivision



#### MC/mc

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# 1.3 Emily Carr South Subdivision Plan



# 2.0 Description of Proposal

### 2.1 Development Proposal

The Applicant is registering this plan of subdivision, in one (1) phase, which consists of six (6) medium density residential blocks and one (1) high density residential block, all located off of the extensions of Emilycarr Lane and Lismer Lane and one (1) new local street, David Milne Way.

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

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

Prepared by:	
	Mike 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 conta	ained 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.

October 28, 2019

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

### MC/FG

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# **Appendix A – Special Provisions**

#### 6. SOILS CERTIFICATE/GEOTECHNICAL

Add the following new Special Provision:

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 geotechnical 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.

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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:

- Prior to the issuance of any Certificate of Conditional Approval, should lands to the north 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.
- #3 Should lands to the north 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 the automatic flushing devices in the future required in conjunction with this Plan as per the accepted engineering drawings, an amount of \$5,000 for each automatic flushing device for a total amount of \$10,000.
- Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make all necessary arrangements with the owner of Plan 33M-691 and Draft Approved Plan 39T-18506 to construct new services and make adjustments to the existing works and services on Paul Peel Avenue in Plan 33M-691 and Emilycarr Lane and David Milne Way in Plan 39T-18506 adjacent to this Plan to accommodate the proposed works and services on this streets to accommodate the Blocks in this Plan on these streets (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. Such arrangements shall include, but not be limited to, providing sufficient notice, co-ordination and clarification with adjacent land owners as to what each parties consulting engineer will be required to be certified for the City for the purposes of assumption, all to the satisfaction of 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 Provisions:

#5 Prior to any work on the site, the Owner shall implement all interim and long term erosion and sediment control measures identified as a component of the Functional Storm/Drainage Servicing Report and shall have these measures established as per the accepted engineering drawings and approved all to the satisfaction of the City Engineer. The erosion and sediment control measures shall be maintained and operated as intended during all phases of construction.

In the event that the staging of this Plan differs to that as set out in the accepted engineering drawings, the Owner's Professional Engineer shall prepare and submit updated drawings depicting revisions to the erosion and sediment control measures in

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conformance with City and Ministry of the Environment, Conservation and Parks standards and requirements for acceptance by the City, all to the satisfaction of the City.

#### 24.7 GRADING REQUIREMENTS

Add the following new Special Provisions:

- #6 The Owner shall grade the portions of Block 1 of this Plan, which has a common property line with Bradley Avenue, to blend with the ultimate profile of Bradley Avenue, in accordance with the City Standard "Subdivision Grading Along Arterial Roads" and at no cost to the City.
- 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 north and east to regrade a portion of the property abutting this Plan, 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 accepted engineering drawings, to the satisfaction of the City.

Add the following new Special Provisions:

- #8 The Owner shall connect all existing field tiles into the proposed storm sewer system, if necessary, to the satisfaction of the City.
- Where street townhouses are planned for any Blocks in this Subdivision, the Owner shall make provisions for the installation of separate sanitary private drain connections connecting to municipal sanitary sewers and water services connecting to municipal watermains for each individual street townhouse unit, and for adequate storm private drain connections connecting to municipal storm sewers for the townhouse site, all in accordance with applicable City standards or to the satisfaction of the City Engineer.
- #10 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall implement the approved servicing for the street townhouse units on Emilycarr Lane, David Milne Way and Lismer Lane, to the satisfaction of the City Engineer.
- #11 In the event that servicing is constructed on streets in this Plan fronting the proposed street townhouse blocks prior to site plan approval, the Owner shall relocated any services as necessary, all to the specifications and satisfaction of the City, at no cost to the City.

# 24.10 WATER SERVICING

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

- (e) 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) construct watermains to serve this Plan and connect them to the existing low-level/high-level municipal system, namely, the existing 200 mm diameter watermain on Emilycarr Lane to the north and the 200 mm diameter watermain stub at the intersection of Paulpeel Avenue and Lismer Way to the east;
  - ii) if the subject Plan develops in advance of the subdivision to the north of this Plan, the 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;

iii) deliver confirmation that the watermain system has been looped to the satisfaction of the City Engineer when development is proposed to proceed beyond 80 units; and

iv) have their consulting engineer confirm to the City that the watermain system has been constructed, is operational, and is looped from the watermain on Emilycarr Lane and Lismer Way.

Add the following new Special Provisions:

- #12 Future development of these Blocks in this Plan, shall be in keeping with the established fire flows within this Plan of Subdivision, as established through the subdivision water servicing design study and in accordance with the accepted engineering drawings, in order to ensure adequate fire protection is available.
- #13 If the Owner requests the City to assume Lismer Lane and Emilycarr Lane, with the automatic flushing device still in operation, all as shown on the accepted engineering drawings for this Plan of Subdivision, prior to its extension of Lismer Lane and Emilycarr Lane, 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 north limit of Emilycarr Lane and west limit of Lismer Lane and restoring adjacent lands, all to the specifications of the City. The estimated cost for doing the above-noted work on these streets is \$5,000 per automatic flushing device for a total amount of \$10,000 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.
- #14 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 abovenoted 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.
- 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.

#16 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 construction traffic associated with the construction of dwelling units in this Plan to access the site from Wharncliffe Road South via Legendary Drive and Emilycarr Lane.

#### Add the following new Special Provisions:

- #17 The Owner shall make arrangements with the owner of lands to the north and east to allow construction access related to the installation of services to access the lands and for the completion of Emilycarr Lane as a fully serviced road in Plan of Subdivision 39T-18506 and Plan 33M-691 and provide restoration of Emilycarr Lane until Emilycarr Lane in Plan of Subdivision 39T-18506 and Paulpeel Avenue and Lismer Lane in Plan 33M-691 is assumed by the City, at no cost to the City and all to the satisfaction of the City.
- #18 The Owner shall install sufficient signage to direct construction traffic to the designated access routes, all to the satisfaction of the City.
- #19 The Owner shall ensure that no vehicular access from Block 1 shall be permitted to Bradley Avenue, to the satisfaction of the City. Access to Block 1 shall be via Lismer Lane.
- #20 The Owner shall be required to make minor boulevard improvements on Paul Peel Avenue and Bradley Avenue 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.
- #21 The Owner shall make all necessary arrangements to have the existing right-of-way easement over Block 8, Instrument No. 427835 (REM), quit claimed to the satisfaction of the City and at no cost to the City. The Owner shall protect any existing private services, if necessary, 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.

### **SCHEDULE "C"**

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

#### **SPECIAL WORKS AND SERVICES**

#### Roadways

- Lismer Lane and Emilycarr Lane shall have a minimum road pavement width (excluding gutters) of 8.0 metres (26.2') with a minimum road allowance of 20.0 metres (66').
- David Milne Way shall have a minimum road pavement width (excluding gutters) of 6.0 metres (19.7') with a minimum road allowance of 18 metres (60')

### Sidewalks

A 1.5 metre sidewalk shall be constructed on both sides of Lismer Lane, Emilycarr Lane and David Milne Way in accordance with the City's Southwest Area Plan, as per the accepted engineering drawings.

#### Pedestrian Walkways

There are no pedestrian walkways in this Plan of Subdivision.

# SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement of between The Corporation of the City of London and Go a part.	•
Prior to the Approval Authority granting final approval City, all external lands as prescribed herein. Furtherm the Plan, the Owner shall further transfer all lands wit	ore, within thirty (30) days of registration of
LANDS TO BE CONVEYED TO THE CITY OF LONG	OON:
0.3 metre (one foot) reserves:	Block 8
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.P9.
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL
LANDS TO BE SET ASIDE FOR SCHOOL SITE: School Site:	NIL
LANDS TO BE HELD IN TRUST BY THE CITY: Temporary access:	NIL

\$1,364,986

# SCHEDULE "E"

This is Schedule "E" to the Subdivision Agreement dated this day	of, 2019,
between The Corporation of the City of London and Goldfield Ltd. to which it is	attached and forms
a part.	
The Owner shall supply the total value of security to the City is as follows:	
	<b>4</b> 000 400
CASH PORTION:	\$ 223,429
BALANCE PORTION:	<b>\$1,266,098</b>

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

TOTAL SECURITY REQUIRED

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 Goldfield Ltd. 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 in this Plan of Subdivision.

# Appendix B – Related Estimated Costs and Revenues

Emily Carr South Subdivision - Goldfield Ltd.
Subdivision Agreement
39T-16508

#### **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 (August 4, 2019 to December 31, 2019 Rates)	Estimated Revenue
CSRF TOTAL	\$1,407,151

- 1 Estimated Costs are based on approximations provided by the applicant and include engineering, construction and contingency costs without HST. Final claims will be determined based on actual costs incurred in conjunction with the terms of the final subdivision agreement and the applicable By-law.
- 2 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.
- section.

  3 The revenues and costs in the table above are not directly comparable. The City employs a "citywide" approach to recovery of costs of growth any conclusions based on the summary of Estimated Costs and Revenues (above table) should be used cautiously.