

Report to Planning and Environment Committee

To: Chair and Members
Planning & Environment Committee

From: George Kotsifas, P. Eng.
Deputy City Manager, Planning and Economic
Development

Subject: Application By: JNF Group Inc.
355 Marconi Boulevard
Marconi Court Subdivision - Special Provisions

Meeting on: June 21, 2021

Recommendation

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and JNF Group Inc. for the subdivision municipally known as 355 Marconi Boulevard;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and JNF Group Inc. for the Marconi Subdivision, (39T-20501) attached as Appendix “A”, **BE APPROVED**;
- (b) the Applicant **BE ADVISED** that Development Finance has summarized the claims and revenues attached 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.

Executive Summary

Seeking approval of Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and JNF Group Inc. for the Marconi Court Subdivision (39T-20501)

Linkage to the Corporate Strategic Plan

Building a Sustainable City – London’s growth and development is well planned and sustainable over the long term.

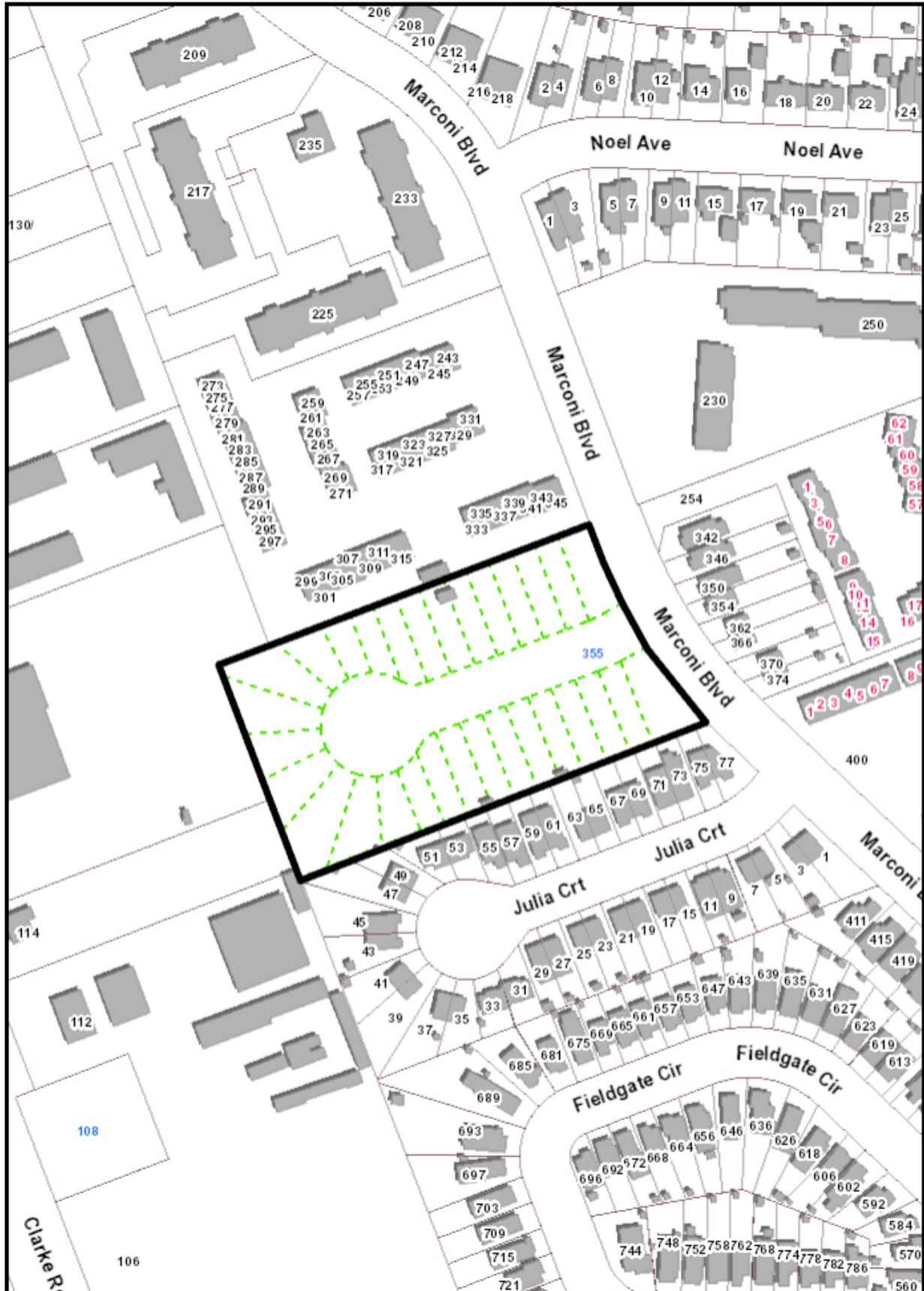
Analysis

1.0 Background Information

1.1 Property Description

The subject site is a 1.47 hectare parcel of land located on the east side of Marconi Boulevard south of Trafalgar Street, north of Julia Court. The subject site consists of flat, vacant land that was previously used as an outdoor soccer field and a portion of a parking lot associated with the Marconi Club of London. Surrounding land uses consist of single detached, semi-detached, townhouses and low-rise apartments.






1.2 Location Map



Location Map

Subject Property: 355 Marconi Boulevard Unit W/S
 Applicant: Jnf Group Inc
 File Number: 39T-20501
 Created By: Larry Mottram
 Date: 5/6/2021
 Scale: 1:2000

Legend

-  Subject Property
-  Parks
-  Assessment Parcels
-  Buildings
-  Address Numbers

Corporation of the City of London



2.0 Discussion and Considerations

2.1 Development Proposal

A proposed plan of subdivision consisting of thirty (30) single detached dwelling lots fronting on a local street with connections to existing municipal services on Marconi Boulevard.

The recommended special provisions for the proposed Subdivision Agreement are found at Appendix A of this report. Staff has reviewed these special provisions with the Owner who is in agreement with them.

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

3.0 Financial Impact/Considerations

3.1 Financial Securities

Through the completion of the works associated with this application fees, development charges and taxes will be collected. There are no direct financial expenditures associated with this application.

4.0 Key Issues and Considerations

The key issues and considerations have been reviewed and addressed through the draft plan of subdivision approval process and subdivision agreement conditions.

Conclusion

Planning and Development staff are satisfied with the proposed special provisions for the Marconi Court Subdivision, and recommend that they be approved; and, that the Mayor and the City Clerk be authorized to execute the Subdivision Agreement, any amending agreements and all documents required to fulfil its conditions.

Prepared by: Larry Mottram, MCIP, RPP
Senior Planner, Development Services

Recommended by: Gregg Barrett, AICP
Director, Planning and Development

Submitted by: George Kotsifas, P. Eng.
Deputy City Manager,
Planning and Economic Development

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.

CC: Matt Feldberg, Manager, Subdivisions and Condominiums
Bruce Page, Manager, Subdivision Planning
Peter Kavcic, Manager, Subdivision Engineering

June 14, 2021
GK/GB/LM/jar

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 register against the title of Lots which incorporate rear yard catchbasins, which includes Lots 1, 7, 8, 16, 17, 21, 22, 27 and 28 in this Plan and all other affected Lots shown on the accepted plans and drawings, and shall include this information in the Agreement of Purchase and Sale or Lease for the transfer of each of the affected Lots, 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.

15. PROPOSED SCHOOL SITES

2.

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 Special Provisions:

3. 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) Removal of automatic flushing devices/blowoffs in future, an amount of \$5,000 each flusher
4. Prior to Final Approval, 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.

24.2 CLAIMS

5.

Remove Subsection 24.2 in its entirety and **Replace** with the following provision:

- (a) There are no eligible claims for works by the Owner paid for from the Development Charges Reserve Fund or Capital Works Budget included in this Agreement.
 - ~~(a) Where the proposed development calls for the construction of works, and where the Owner is of the opinion that such works are eligible to be funded in whole or in part from Development Charges as defined in the Development Charges By-law, and further, where such works are not oversized pipe works (sanitary, storm or water — the reimbursement of which is provided for in subsidy appendices in the Development Charges By-law), then the Owner shall submit through their Professional Engineer, a Work Plan for the proposed works to be approved by the City Engineer (or designate) and City Treasurer (or designate). The Owner acknowledges that:
 - i) no work subject to a Work Plan shall be reimbursable until both the City Engineer (or designate) and City Treasurer (or designate) have reviewed and approved the proposed Work Plan; and
 - ii) in light of the funding source and the City's responsibility to administer Development Charge funds collected, the City retains the right to request proposals for the work from an alternative consulting engineer.~~
 - ~~(b) Where the Owner undertakes construction of works as a capital cost incurred on behalf of the City in accordance with this Agreement, and which are eligible for a claim made against a Development Charge Reserve Fund or the Capital Works Budget, the Owner must conform with the Development Charges By-law and policies in effect at the time the claim is made including but not limited to, requirements for a Work Plan, tendering of construction works and completeness of claims.~~
 - ~~(c) The Owner may, upon approval of this Agreement and completion of the works, make application to Development Finance for payment of the sum alleged to be owing, and as confirmed by the City Engineer (or designate) and the City Treasurer (or designate). Payment will be made pursuant to any policy established by Council to govern the administration of the said Development Charge Reserve Fund.~~

The anticipated reimbursements from the Development Charge Reserve Funds are:

- ~~(i) for the construction of _____, the estimated cost of which is \$_____;~~
- ~~(ii) for the construction of oversized sanitary sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$_____;~~
- ~~(iii) for the construction of oversized storm sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$_____;~~
- ~~(iv) for the construction of oversized watermains in conjunction with this Plan, subsidized at an estimated cost of which is \$_____;~~
- ~~(v) for the construction of left turn channelization on _____ at _____, the estimated cost of which is \$_____, as per the approved Work Plan;~~
- ~~(vi) for the engineering costs related to the construction of _____ the estimated cost of which is \$_____, as per the approved Work Plan;~~
- ~~(vii) for the installation of street lights on _____, from _____ to _____, the estimated cost of which is \$_____, as per the approved Work Plan;~~
- ~~(viii) for the installation of traffic signals at the intersection of _____ and _____, when deemed warranted by the City Engineer (or designate), the estimated cost of which is \$_____, as per the approved Work Plan;~~
- ~~(ix) for the construction of pavement widening on _____ at _____ consistent with the City's standard practice of paying claims where a Neighbourhood Connector is widened, the estimated cost of which is \$_____. The claim will be based on a pavement widening of _____ metres for a distance of _____ metres with a _____ metre taper. The costs of the gateway treatment over and above the claimable portion shall be at the Owner's expense, as per the approved Work Plan;~~
- ~~(x) for the construction of an eligible parks pathway in connection with this Plan, at an estimated cost of which is \$_____ as per the approved Work Plan;~~

The anticipated reimbursements from the Capital Works Budget are:

- ~~(i) for the construction of _____, the estimated cost of which is \$_____;~~
- ~~(ii) for the engineering costs related to the construction of _____, the estimated cost of which is \$_____.~~

Any funds spent by the Owner that exceed the approved Work Plan estimates shall be at the sole risk of the Owner pending sufficient capital funding included in the City Budget.

- ~~(d) The Owner shall review and seek approval from the City for any proposed use of construction contingency that relate to claimable works outlined in the Work Plan prior to authorizing work.~~
- ~~(e) The Owner shall ensure that the City is formally invited to all construction site/progress meetings related to the claimable works associated with this Plan, including but not limited to providing a minimum of two week notice of meetings and copies of all agenda and minutes as appropriate, all to the satisfaction of the City.~~
- ~~(f) The Owner shall provide full time supervision by its Professional Engineer for all claimable works to be constructed in accordance with current City policies. Upon completion of these claimable works, a Certificate of Completion of Works is to be supplied to the City, pursuant to the General Provisions and **Schedule 'G'** of this Agreement.~~
- ~~(g) Upon approval of an application for a claim to a Development Charge Reserve Fund, the City shall pay the approved claim in full to the Owner subject to the limits noted above and in accordance with the Council approved "Source of Financing" and the Development Charges By law and policies in effect at the time the claim is made.~~

24.7 GRADING REQUIREMENTS

Add the following new Special Provisions:

6. The Owner shall grade the portions of Lots 1 and 30, which have a common property line with Marconi Boulevard, to blend with the existing road grades on Marconi Boulevard, in accordance with the accepted engineering drawings, to the satisfaction of the City and at no cost to the City.
7. The Owner shall register against the title of all Lots in this Plan, and shall include in the Agreement of Purchase and Sale for the transfer of each of the said Lots, as an overland flow route is located at the rear of the said Lots, 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.

8. The Owner shall maintain the existing overland flow route on all Lots in this Plan as per the accepted engineering drawings, to the satisfaction of the City Engineer.
9. The Owner shall obtain permission for the adjacent land owners (Municipal Address 114 Clarke Road and 120 Clarke Road) to accommodate the overland flow route from this Plan of Subdivision as per the accepted engineering drawings, to the satisfaction of the City.

24.8 STORM WATER MANAGEMENT

Add the following new Special Provisions:

10. Prior to assumption, the Owner shall operate, monitor and maintain the stormwater works associated with this Plan. The Owner shall ensure that any removal and disposal of sediment is to an approved site in accordance with the Ministry of the Environment and the Ministry of Natural Resources.
11. The Owner shall implement SWM Best Management Practices (BMP's) within the plan, where possible, to the satisfaction of the City. The acceptance of these measures by the City will be subject to the presence of adequate geotechnical conditions within this plan and the approval of the City.

24.9 SANITARY AND STORM SEWERS

12.

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 Pottersburg Creek Subwatershed, and connect them to the City's existing storm sewer system being the 600 mm diameter storm sewer on Marconi Boulevard 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 Marconi Boulevard.

Add the following new Special Provisions:

13. The Owner shall remove existing sewer stubs and water services on Marconi Boulevard and make all restorations as per the accepted engineering drawings, to the satisfaction of the City.
14. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install an outlet control device for storm servicing as per the accepted engineering drawings, to the satisfaction of the City.

15. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make all necessary arrangements to make adjustments to the existing works and services on Marconi Boulevard adjacent to this plan to accommodate the proposed works and services on this street to accommodate the lots in this plan fronting this street (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

Add the following new Special Provisions:

16. 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 250 mm diameter watermain on Marconi Boulevard as per the accepted drawings, to the satisfaction of the City;
17. The Owner shall hold Lot 11 out of development until the automatic flushing device is decommissioned to the satisfaction of the City.
18. If the Owner requests the City to assume Marconi Court with the automatic flushing device still in operation, all as shown on this Plan of Subdivision, 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 on Marconi Court 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 per automatic flushing device 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.
19. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall cut and cap the existing 150 mm CI stub as per the accepted engineering drawings, to the satisfaction of the City.

24.11 ROADWORKS

20.

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, 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:

21.

(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 Marconi Boulevard via Trafalgar Street. Marconi Boulevard at Trafalgar Street shall be the access point to and from site, for all trades and construction traffic.

Add the following new Special Provisions:

22. The Owner shall remove existing infrastructure, including but not limited to, CICBs, DICBs, curbs, water valve, sewer stubs, etc. on Marconi Boulevard and relocate/restore/construct associated works as per the accepted engineering drawings, to the specifications and satisfaction of the City.

23. The Owner shall reconstruct the sidewalk connections to the existing sidewalk on Marconi Boulevard as per the accepted engineering drawings, to the satisfaction of the City.

24.xx PLANNING

24. The Owner shall provide the purchasers of all lots in the subdivision with a zoning information package pertaining to residential driveway locations and widths. The Owner shall obtain and provide to the City written acknowledgement from the purchaser of each lot in this plan that their driveway will be installed and maintained in accordance with the requirements of the Zoning By-law. The information package and written acknowledgement shall be in a form satisfactory to the City.

25. The Owner agrees to register on title and include in all Purchase and Sale Agreements for Lot 1 and Lot 30 a requirement that the purchaser/home builder shall provide concept plans and elevations prior to the application for a building permit which demonstrates that the homes to be designed and constructed are to have a similar level of architectural detail on the front and exterior side elevations (materials, windows (size and amount) and design features, such as but not limited to porches, wrap-around materials and features, or other architectural elements that provide for a street oriented design) and limited chain link or decorative fencing along no more than 50% of the exterior side-yard abutting the exterior side-yard frontage, to the satisfaction of the City.

SCHEDULE "C"

This is Schedule "C" to the Subdivision Agreement dated this _____ day of _____, 2021, between The Corporation of the City of London and 2789959 Ontario Inc. to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Marconi Court shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 20.0 metres.

Sidewalks

A 1.5 metre sidewalk shall be constructed on one side of

- (i) Marconi Boulevard – across frontage of plan to match existing as per accepted engineering drawings
- (ii) Marconi Court – north boulevard

Pedestrian Walkways

There are no pedestrian walkways in this Plan.

SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2021, between The Corporation of the City of London and 2789959 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 31 and 32
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:

School Site:	NIL
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LANDS TO BE HELD IN TRUST BY THE CITY:

Temporary access:	NIL
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SCHEDULE "E"

This is Schedule "E" to the Subdivision Agreement dated this _____ day of _____, 2021, between The Corporation of the City of London and 2789959 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:	\$ 121,579
BALANCE PORTION:	<u>\$ 688,950</u>
TOTAL SECURITY REQUIRED	\$ 810,529

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 ACT, R.S.O. 1990.

SCHEDULE "F"

This is Schedule "F" to the Subdivision Agreement dated this _____ day of _____, 2021, between The Corporation of the City of London and 2789959 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:

No multi-purpose easements are required in this Plan.

SCHEDULE "N"

This is Schedule "N" to the Subdivision Agreement dated this _____ day of _____, 2021, between The Corporation of the City of London and 2789959 Ontario Inc. to which it is attached and forms a part.

Parking Plan Required
Insert Plan

Appendix B – Claims and Revenues

Estimated Costs and Revenues

Estimated DC Claim Costs	Estimated Cost (excludes HST)
Claims for Owner led construction from CSRF - Nil.	\$0
Total	\$0
Estimated DC Revenues (January 1, 2021 to December 31, 2021 Rates)	Estimated Revenue
CSRF TOTAL	\$1,024,740

- 1 Estimated DC Claim Costs are for Owner led construction projects and do not include City led projects required to accommodate growth.
- 2 Estimated DC Revenues are calculated using current DC rates. The City employs a "citywide" approach to cost recovery for all eligible growth services, therefore the Estimated DC Claim Costs and Revenues in the table above are not directly comparable.
- 3 There are no anticipated claims associated with this development.

Approved by:

Date

Paul Yeoman
Director, Capital Assets and Projects