

COMMUNICATION 133055

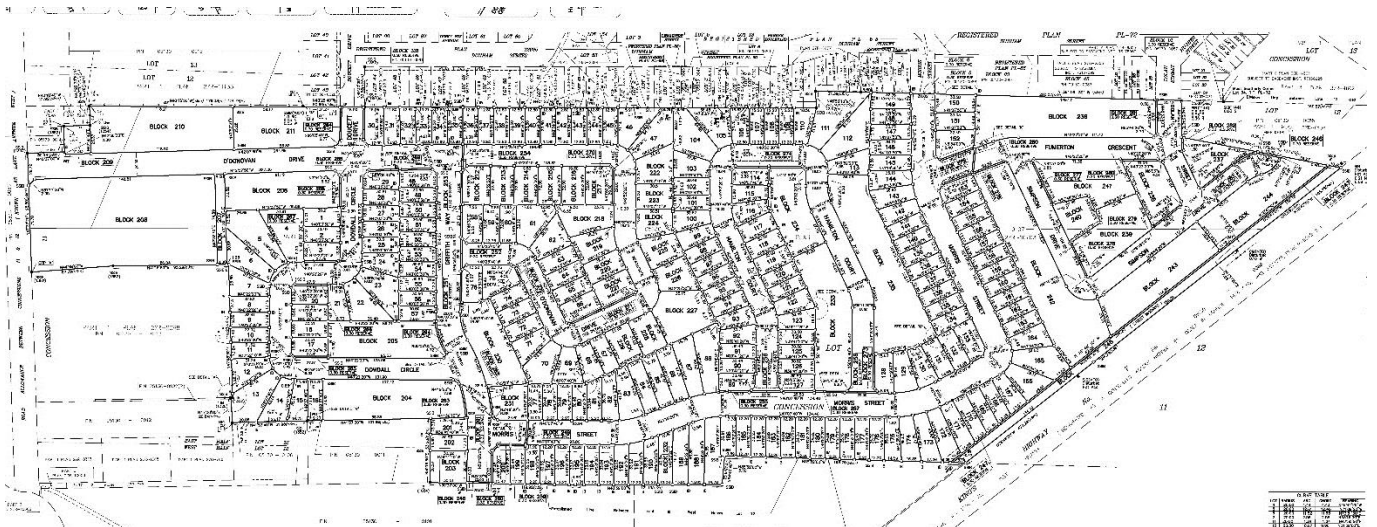
Received From: Niki Dwyer, MCIP RPP, Director of Development Services
Addressed To: Committee of the Whole
Date: May 31, 2022
Topic: Mississippi Shores Subdivision Agreement (09-T-17001)

BACKGROUND

1384341 Ontario Ltd. (Cavanagh Developments) has completed discussions with Municipal staff to satisfy the conditions of approval for the Bodnar (now Mississippi Shores) Subdivision. The draft approval of the subdivision was issued by the County of Lanark on May 17, 2018 and included 64 conditions to be satisfied prior to registration of the plan.

The most significant of the conditions includes the execution of the subdivision agreement with the Town of Carleton Place. The execution of the subdivision agreement represents the contractual obligation of the developer, builder and subsequent homeowners to develop and redevelop the lands within the parameters of the approved studies and reports.

Figure 1 – Draft M Plan



COMMENT

In addition to the standard provisions pertaining to the construction, inspection and assumption of services and landscaping components, the subdivision agreement also includes several clauses specific to significant public interest matters which were raised during public consultation and technical review

Environmental Considerations:

As the properties are located within the Source Water Protection Area (IPZ8), the Mississippi River Flood Plain, and involved the construction of a stormwater management feature in a locally identified wetland, the following conditions were specifically incorporated into the subdivision agreement:

- The Owner shall prepare a landscape plan for the land on the plan of subdivision as well as for the adjacent lands at Roy Brown Park for the additional 107 tree plantings required for the removal of trees from the subject property as per the Official Plan.
- The Owner acknowledges that trees planted on private property have been planted in accordance with the requirements of the Landscape Plan and applicable municipal by-laws. Restrictive covenants prohibiting the removal of the trees have been registered on title for each lot.
- That the Owner design and construct a stormwater system with a multi-barrier treatment train that includes:
 - Household rain barrels that capture roof runoff
 - Infiltrating Low Impact Design (LID) features in areas of the subdivision with sufficient cover over the rock and located such that they do not pose a threat to the existing wells
 - Stormwater Management Pond facility
 - Outlet swale
- The Owner shall prepare and distribute educational materials for homeowners describing the purpose, function, importance and care of the LID features incorporated into the subdivision
- That the proposed facility use current accepted MOECC design methods / guidelines (as has been recommended in the conceptual design by Stantec) with no reduction in credit for LID measures.
- That the Owner also design and construct a minor stormwater system that includes an oil/grit separator and conveys flows in a pipe along Lake Avenue West prior to discharge in the river.
- The Owner shall sample and record results from any well located in the vicinity of the subdivision area based on testing parameters established by the Municipality and a qualified hydrogeologist, as described in a well-monitoring plan approved by the Municipality. This work shall be accomplished prior to laying out of roads or commencement of site alteration, including the removal and addition of any fill. The Owner shall comply with all of the recommendations made by the hydrogeologist.
- Any complaints from area residents regarding damage to their property, including the deterioration of ground water quality, will be investigated by the Municipality and/or the Municipality's consultant at the Owner's expense. This investigation will be initiated within two days and all efforts will be made to have the preliminary results of the investigation made available to all parties within two weeks. Based on the results of the investigation, the Owner shall proceed with the appropriate corrective action, making every effort to begin work less than two weeks following completion of the investigation.

- In addition, if ground water quality deteriorates, the Owner shall immediately arrange to provide a temporary potable water supply to all affected residents, without waiting for the results of the investigation. The temporary water supply shall remain in place at the Owner's expense until the corrective action is completed or until it is determined that the Owner did not cause the damage.

Transportation Consideration:

The subject lands are immediately adjacent to Highway 7 which has led to the requirement for the installation of a noise barrier, transfer of a widening allowance, and limitations regarding access points to the site. Access limitations to the Highway has meant that construction traffic must access the development lands via municipal local streets. As a result, the subdivision agreement has mandated the designation of a construction access route to be implemented and managed by the Owner:

- The Owner shall construct such access roads to the Subdivision as may be required by the Director. After coordinating, documenting and submitting to the Municipality the results of inspections of the existing roads surrounding the Subdivision, the Owner shall also maintain and repair damage caused by the Owner's construction to Lake Avenue West to the West of Mississippi Road, the entirety of Mississippi Road, Morris Street between Mississippi Road and subdivision and all other roads within the Subdivision to the satisfaction of the Director. If the roads are not maintained or restored to pre-construction conditions to the Municipality's satisfaction, the Municipality may take the necessary action to rectify the problem at the Owner's expense. The Owner shall place signs directing construction vehicles away from of any streets adjacent to the Subdivision, with indications on these signs of alternate routes available.
- The Owner shall inform their contractors, sub-contractors and builders and shall place signs directing that all vehicular and heavy truck traffic shall access the site by way of Morris Street east to Mississippi Road and south to Highway 7. Alternative access routes shall be subject to the written authorization of the Municipality.
- The Owner shall maintain the noise-mitigating barrier in good repair as is shown in the Noise Study referred to in Schedule "D". The Owner covenants that this clause will be included in any future purchase and sale agreement.
- The Owner of lots shown in the Noise Study referred to in Schedule "D" acknowledge being advised that the unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Ministry of the Environment, Conservation and Parks noise criteria. And the Owner covenants that the above clause, verbatim, shall be included in all subsequent agreements of purchase and sale, which covenant shall run with the said lands and is for the benefit of the owner of the adjacent Road.

Municipal Transfers and Payments:

As is typical in Subdivision Agreements, the Owner will provide the following transfers to the Municipality (either at time of registration or acceptance of the works):

<i>Land Transfers</i>	
Road Dedications	Doucett Drive; O'Donovan Drive; Dowdall Circle; Griffith Way; Morris Street; Hamilton Court; Fumerton Crescent; Dolan Street; Simpson Drive
0.3m (1') Reserves	32 access limits; 6 phasing reserves
Infrastructure Easements	66 drainage easements
Infrastructure Transfers	Pumping Station
<i>Financial Contributions</i>	
Cash in lieu of parkland	\$222,720.00
Cash Contribution for Storm pond	\$ 52,416.75
Planning and Engineering Fees	\$531,013.24

Contributions for the Storm Pond:

In 2016, Council authorized the execution of a Cost Sharing Agreement for the construction of the stormwater management pond for the subdivision within A. Roy Brown Park. The agreement established the parameters for the calculation of cost contributions by the parties (the Town and Cavanagh) and estimated the total value of the works. It was understood that the pond “is estimated to require 1.0ha of property” and the construction value of the pond was \$1,000,000.00 based on “current estimates”. The Agreement further acknowledged that the estimates would be adjusted for final values at time of construction:

“Upon completion of the SWM Pond, the actual cost of the SWM Pond and the actual area occupied by the SWM Pond will be used to re-calculate the summary in 4) above. Any net cost will be paid by cash. However, Cavanagh guarantees that the Town’s share of the SWM pond will not exceed \$68,000.”

No area cap was established to limit the size of the pond.

During the detailed civil design of the stormwater plan, the engineering team determined that the size of the pond necessary to service the draft approved subdivision was 27% (1.271ha) larger than originally contemplated. As a result, the estimated cash contribution by Cavanagh was calculated to be \$52,416.75 in accordance with the 2016 agreement.

Cost Sharing Contributions:

The Subdivision also includes the design and construction of utilities adequate to provide sanitary and water service to the Mississippi Valley Conservation Authority (MVCA) (Contributing Property A) and vacant parcel of land fronting on Highway 7 (Contributing Property B). When MVCA constructed their administrative offices on the property, the Development Permit Agreement acknowledged that the site would be permitted to be serviced by private well and septic until such time that municipal utilities were made available.

Figure 2 – Contributing Properties



The Developer is presently negotiating a private agreement with the subject properties to recognize the cost sharing of the services, following the execution of which the Municipality will need to pass a by-law to permit for the collection of cost-sharing contributions for payment to the developer at time of development. In anticipation of this action, the subdivision agreement includes the following clause:

- The Owner shall design and construct all necessary watermains, sanitary pump station, sanitary and storm sewers and access within the subject lands to the satisfaction of the Town of Carleton Place. The services will be designed to allow for future connections by nearby unserviced properties. After the services are installed, the Municipality will adopt a by-law that will require benefitting properties to pay an appropriate share of the cost of the services prior to connecting to those services.

STAFF RECOMMENDATION:

THAT Council pass a by-law authorizing the Mayor and Clerk to execute a Subdivision Agreement with 1384341 Ontario Ltd. for the Mississippi Shores Subdivision (formerly Bodnar); and

THAT Council pass a by-law to amend By-law 46-2003 being the Traffic and Parking By-law to recognize stops signs (Schedule VI) and no-parking zones (Schedule I) within the Mississippi Shores Subdivision as described in the Subdivision Agreement.