

Meeting Date: April 15, 2019
Department: Building, Planning & Waste Management
Prepared By: Matthew Stephenson, Director of Building, Planning & Waste Management
Reviewed By: Greg McClinchey, Chief Administrative Officer
SUBJECT: **Jaslo Properties Limited Site Plan Amendment**

RECOMMENDATION: **THAT: Council approve the attached site plan agreement to facilitate the construction of a new three (3) storey, thirty-eight (38) unit apartment building at the rear of the property (Phase 1 of the development).**

SUMMARY HIGHLIGHTS

- The subject agreement will facilitate the development of phase 1 being a 3 storey, 38 unit apartment building
- The subject lands are currently designated for residential development within the Strathroy-Caradoc Official Plan and Zoning Bylaw.
- The lands will be fully serviced and will provide for access off Ellor St.

BACKGROUND

The subject property is located on the southwest side of Ellor Street, northwest of Carroll Street East in Strathroy and comprises 1.13 ha (2.8 ac) of vacant land (See Location Map Attachment 1). Surrounding land uses in the immediate vicinity include single detached residential dwellings to the northeast, a semi-detached dwelling to the southeast, and municipally owned lands to the southwest (occupied by Entegrus, the local hydro provider).

The lands are serviced by municipal water and sanitary facilities. Ellor Street is classified as a 'local road' under the jurisdiction of the Municipality of Strathroy-Caradoc.

The property has been the subject of a 2016 consent (File #B14-16) and zoning by-law amendment (File # ZBA17-2016) applications. The rezoning and consent approvals facilitated the construction of two (2) 36-unit, three-storey apartment buildings and two (2) semi-detached dwellings on two retained parcels on either side of the severed "apartment" lot. The Committee of Adjustment on June 7, 2016 and later the Ontario Municipal Board granted the consent application in 2017. The zoning by-law approval rezoned the apartment parcel to High Density Residential (R3-6-H-2) and the two smaller parcels to Medium Density Residential Zone (R2-9).

Subsequent to these approvals, the ownership of property has changed and the new owner has proposed a redesign of the site as well as a phased development with the first phase being a single 3

storey apartment building with 38 units in the rear of the property and the second phase being 17 townhomes in 4 blocks in the front portion of the site. The Phase 1, apartment building has been redesigned to be located further from Ellor Street with the parking in front (and underground) of the building. The proposed parking well exceeds the by-law requirement. The front portion of the site (Phase 2) requires a rezoning to allow for the townhouse use.

The application will facilitate the construction of a new apartment building at the rear of the property (Phase 1 of the development). The development proposes a 3-storey apartment building with 38 units, 34 parking spaces at grade as well as 38 parking spaces in an underground parking garage. The proposed development of the site would include access to the site via Ellor Street and continue a private driveway “crescent” through the existing townhouse development to the northwest (350 Ellor Street).

The front portion of the site (Phase 2 of the Development) is the subject of a zoning amendment application being reviewed this evening under separate application, subject to the outcome and required appeal processes phase 2 will be going to a future meeting of Council.

CONSULTATION

Andrea Bezaire has completed the amending agreement with memo attached. Legal, Engineering and Building & Planning have reviewed and recommend for approval. Spriet Associates have conducted the peer review of the Engineering relating to storm water and servicing and recommend for approval.

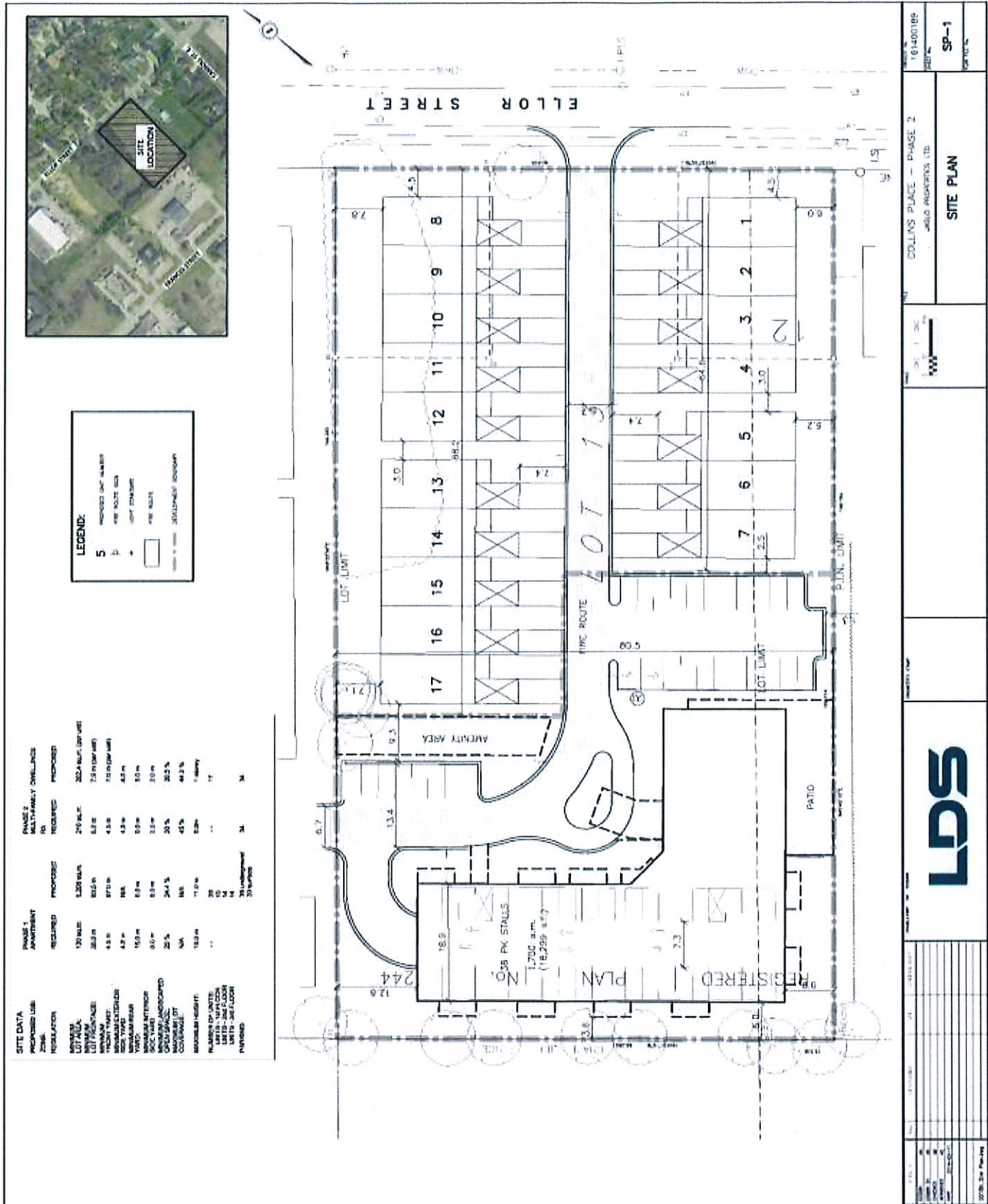
FINANCIAL IMPLICATIONS

There are no financial implications.

ATTACHMENTS

- Proposed Site Plan
- Amending Agreement
- Enacting Bylaw

Site Plan



LEGEND:
 5 REQUIRED UNIT MARKER
 3 FIRE ROUTE SIGN
 4 UNIT ENTRANCE
 6 FIRE ALARMS
 7 FENCE TO EXIST. BOUNDARY

PHASE 1 AMENITIES	PHASE 2 MULTI-FAMILY OVERLAYS	
	REQUIRED	PROPOSED
130 UNITS	210 UNITS	325.4 UNITS (SP UNIT)
35.0 G.A.	62.0 G.A.	75.0 G.A. (SP UNIT)
4.0 FT	4.5 FT	7.0 FT (SP UNIT)
4.8 FT	4.8 FT	4.8 FT
16.0 FT	16.0 FT	16.0 FT
15.0 FT	15.0 FT	15.0 FT
0.1 FT	0.1 FT	0.1 FT
25%	30%	30%
NA	NA	45%
13.0 FT	11.0 FT	11.0 FT
10	10	10
14	14	14
28	28	28
16	16	16
30	30	30
30	30	30
30	30	30
30	30	30
30	30	30
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30	30	30
30	30	30

PROJECT NO.	1614-00188
DATE	08/20/24
CLIENT	COLLINS PLACE - PHASE 2
DESIGNER	ALDO PROGRESS LTD.
SCALE	1/4" = 1'-0"
SITE PLAN	
SP-1	
DATE	



Barrier-free parking spaces shall be provided as shown on Schedule 'B' and 'C'. Signs are to be installed in front of each of the barrier-free parking spaces clearly indicating that the spaces are for that purpose only.

Barrier-free access shall be provided between parking areas and other outdoor public spaces and interior building spaces in accordance with the requirements of the Ontario Building Code.

- iii) All parking spaces shown on Schedules 'B' and 'C' shall comply with the required dimensions as set out in the Municipality's Comprehensive Zoning By-law.
- iv) Adequate water supply shall be provided to the site and buildings prior to occupancy and this water supply shall be to the satisfaction of the Municipality.
- v) Internal sidewalks and walkways shown on Schedule 'B' shall be constructed with a hard surface such as concrete, pavement or interlocking brick.
- vi) Fire routes as shown on Schedule 'B' shall be maintained in an unobstructed manner and shall be constructed in a manner that will accommodate the Municipality's firefighting vehicles and equipment. The Owner shall install signs which denote the area as a designated fire route and prohibit parking, storage or other obstructions.
- vii) The Owner shall be responsible for protecting existing streets affected by the construction of this project and shall restore such streets to their previous condition.
- viii) All yards shall be properly graded and landscaped as shown on Schedules 'B'. All trees and other landscaping materials will be trimmed and maintained by the Owner so as not to interfere with the passage of vehicles, particularly through areas designated as fire routes.
- ix) The maintenance of any fire hydrants or connections shown on private property on Schedule 'B' shall be the responsibility of the Owner.
- x) Adequate lighting shall be provided to ensure the security and safety of the public and the property. All exterior lighting shall be directed away from abutting properties.
- xi) Any required extensions or expansions to storm, sanitary and/or water services on the site shall be installed at the expense of the Owner to the satisfaction of the Municipality's Engineer. The location and installation of any required fire hydrants shall be approved by the Municipality's Fire Chief and Engineer. Any required hydrants will be supplied and installed at the expense of the Owner.
- xii) The property shall be adequately drained to the satisfaction of the Municipality and in accordance with the approved stormwater management plan for the site so that:
 - the flow of water resulting from any grading and drainage facilities shall not create an erosion problem or aggravate an existing problem, and;
 - the flow of water shall not cause a drainage problem on the site or on abutting land.
- xiii) The Owner agrees to keep parking areas free from snow. In the event that the snow storage areas cannot accommodate the accumulated snow, the Owner agrees to have snow removed from the land to another location at its sole expense.
- xiv) The Owner acknowledges that garbage collection and disposal are its responsibility and not that of the Municipality.
- xv) It is further acknowledged by and between the parties hereto that all of the aforesaid work shall be completed by the Owner to the satisfaction of the Municipality to the extent required by it prior to building occupancy. The Owner agrees to provide the Municipality, prior to the issuance of any building permits, an unconditional and irrevocable security in the amount of two hundred thousand dollars (\$200,000.00) in order to ensure compliance with all of the requirements of this agreement. The Owner shall ensure that the security is kept in full force and effect. The security may be drawn upon by the Municipality at its discretion to repair or address any deficiency or

breach of the Owner related to this Agreement and will only be released upon one hundred percent (100%) of the works and facilities being completed by the Owner to the satisfaction of the Municipality. If the Owner defaults in the performance of its obligations with regards to the installation of the services or the restoration of any disturbed land, the Municipality may at its sole discretion do the work and perform the service and supply the materials so in default or any part thereof and the Owner shall pay the Municipality forthwith on demand the costs thereof to the Municipality. The payment of these costs shall be drawn on the said security. Should the deposit be insufficient to cover the cost of rectifying deficiencies or breaches of this Agreement, the Owner shall forthwith pay to the Municipality such sum as may be required to make up the total cost of the work.

- xvi) The Owner agrees to provide to the Municipality as-built drawings of all service installations and connections in both electronic and paper formats upon the completion of construction.
 - xvii) The Owner agrees to pay to the Municipality an amount equal to eighty-five thousand, nineteen dollars and twenty-one cents (\$85,019.21) representing its portion of the Cost-Allocation on storm catchment areas for the Land. Such payment will be due immediately upon execution of this Agreement.
- c) The Owner hereby agrees to maintain to the satisfaction of the Municipality and at the sole risk and expense of the Owner those facilities, works or matters required to be provided under subclause 2 b) of this Agreement.
 - d) The approval of the attached Schedules 'B' and 'C' by the Municipality shall lapse if development of the land:
 - i) is not carried out and completed in accordance with the said Schedules; or
 - ii) is not completed within two (2) years of the execution of this agreement unless an extension has been agreed to in writing by the Municipality.
3. The Owner hereby acknowledges and agrees that:
- a) Pursuant to subsection 41(10) of the *Planning Act*, this agreement is to be registered against the Land to which it applies and the Municipality is entitled to enforce the provisions hereof against the Owner, and subject to the provisions of the *Registry Act* and the *Land Titles Act*, any and all subsequent owners of the land.
 - b) Pursuant to subsection 41(11) of the *Planning Act*, Section 446 of the *Municipal Act*, 2001 applies to any requirements made under subclauses 2 (a), (b) and (c) of this Agreement and to any other requirements made under this Agreement.
 - c) Upon completion by the Owner with all of the terms and conditions of this Agreement and at the written request of the Owner, the Municipality shall provide a letter of such compliance.
4. Amendments to this agreement may be carried out at any time with the consent, in writing, of the Municipality and the registered Owner of the land at the time of such amendment.
5. Upon breach by the Owner of any covenant, term or condition of this Agreement, which such breach has not been rectified to the satisfaction of the Municipality by the Owner within seven (7) days of notice from the Municipality, the Municipality at its sole option, may:
- a) require all work as aforesaid to cease, or;
 - b) complete any necessary work and the Owner agrees to forthwith indemnify the Municipality for any expense in this regard, such expense shall form a lien against the land and may be collected by the Municipality in the same manner as realty taxes pursuant to Section 446 of the *Municipal Act*, 2001. The remedies provided in this paragraph shall be in addition to any other remedy available to the Municipality pursuant to this Agreement or at law.
6. All payments, notices, demands, requests, approvals, representations, and consents which may be or are required to be given by either party to the other herein, shall be in writing and delivered or sent by prepaid registered mail to the parties at their respective addresses. Unless notice of change of address shall be given by either party to the other, their respective addresses shall be:

If to the Municipality, to it at:

52 Frank St.
Strathroy, ON N7G 2R4

Attention: Clerk

If to the Owner, to it at:

Jaslo Properties Ltd.
[NTD: insert address]

Attention: **[NTD: insert name]**

and if any such notice, demand, request, approval, representation or consent is sent by prepaid registered mail, it shall be conclusively deemed to have been received on the third business day following the mailing thereof and if delivered, it shall be conclusively deemed to have been received at the time of delivery. It is agreed, however, that notwithstanding the foregoing provisions with respect to mailing, in the event that it may be reasonably anticipated that due to any strike, lock-out, or similar event involving a postal service, any payment, notice, demand, request, approval, representation or consent will not be received by the addressee within the time hereinbefore provided, then the mailing of any payment, notice, demand, request, approval, representation or consent as aforesaid shall not be an effective means of sending the same but rather any payment, notice, demand, request, approval, representation or consent must be sent by the most reasonably expeditious means of transportation available.

7. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the courts of such Province shall have exclusive jurisdiction to ascertain any action in connection with this agreement.
8. This Agreement constitutes the entire agreement among the parties and shall not be modified, amended or assigned except with the consent in writing of the parties hereto. A consent to any assignment required hereunder may be arbitrarily or unreasonably withheld until the proposed assignee executes and delivers such documents as, in the opinion of the legal counsel of the Municipality, are necessary to oblige himself or itself hereunder.
9. The provisions hereof shall endure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.
10. If any of the terms of this agreement shall be found to be ultra vires of the Municipality, or otherwise unlawful, such terms shall inclusively be deemed to be severable, and the remainder of this Agreement mutatis mutandis shall be and remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their signatures and Corporate Seals attested to by the hands of their proper officers, duly authorized in that behalf.

(SEAL)
**Corporation of the Municipality
of Strathroy-Caradoc**

Mayor

Clerk

(SEAL)

Jaslo Properties Ltd.

Owner

SCHEDULE 'A'

LEGAL DESCRIPTION OF LAND AFFECTED BY THE SITE PLAN AGREEMENT

Part of Lots 12 & 13, 34PI244 Designated as Parts 1, 2 & 3 Plan 33R-19924; Municipality of Strathroy-Caradoc, being PIN 09609-0230 (LT)

SCHEDULE 'B'
SITE PLAN

- "Phase #1 Strathroy Seniors Apartments Jaslo Properties Ltd. Dated January 21, 2019 Drawing No. A1, Project No. 118 445"

SCHEDULE 'C'
PARKING AND FLOOR PLAN

- Parking Level Floor Plan Main Level Floor Plan 2nd + 3rd Level Floor Plan Typical Unit Layouts
Dated January 21, 2019, Drawing No. A2, Project No. 118 445"

THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC

BY-LAW NO. 22-19

**A BYLAW TO AUTHORIZE THE EXECUTION OF A SITE PLAN AGREEMENT
BETWEEN THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-
CARADOC AND JASLO PROPERTIES LTD.**

WHEREAS Council deems it expedient to enter into a Site Plan Agreement with Jaslo Properties Ltd. re: the development of an apartment building on (Part of Lots 12 & 13, 34PI244 Designated as Parts 1, 2 & 3 Plan 33R-19924) in the Municipality of Strathroy-Caradoc, County of Middlesex more particularly described in Parcel Identification Number 09609-0230(LT).

NOW THEREFORE BE IT ENACTED BY THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC AS FOLLOWS:

1. **THAT:** the Mayor and the Clerk be authorized to execute on behalf of the Corporation of the Municipality of Strathroy-Caradoc a Site Plan Agreement with Jaslo Properties Ltd re: development of an apartment building.
2. **THAT:** this Bylaw shall come into force and take effect upon the date of its final passing in Open Council.

Read a FIRST and SECOND time this 15th day of April, 2019

Read a THIRD time and FINALLY PASSED in Open Council this 15th day of April, 2019.

Mayor

Clerk