



File Number: 39T-08502

TO:	CHAIR AND MEMBERS PLANNING AND ENVIRONMENT COMMITTEE
FROM:	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT	SUBDIVISION SPECIAL PROVISIONS APPLICANT: KENMORE HOMES (LONDON) INC. BIERENS (WESTFIELD) SUBDIVISION 39T-08502 MEETING ON MARCH 29, 2016

RECOMMENDATION

That, on the recommendation of the Manager, Development Services, the following actions be taken with respect to entering into a subdivision agreement between The Corporation of the City of London and Kenmore Homes (London) Inc. for the subdivision of land over Part of Lot 24, Concession 3, (Geographic Township of London), City of London, County of Middlesex, situated on the south side of Coronation Drive, north of the Canadian Pacific Railway and on the east side of Hyde Park Road, municipally known as 1331 Hyde Park Road.

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Kenmore Homes (London) Inc. for the Beirens (Westfield) Subdivision (39T-08502) attached as Schedule "A", **BE APPROVED**;
- (b) the applicant **BE ADVISED** that the Director, Development Finance has summarized the claims and revenues attached as Schedule "B",
- (c) the financing for this project **BE APPROVED** as set out in the Source of Financing Report attached as Schedule "C"; and
- (d) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

BACKGROUND

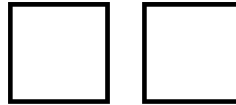
Draft Plan

On January 15, 2008 the applicant originally submitted an application for Draft Plan of Subdivision and associated Official Plan and Zoning by-law amendments for the northern portion of this parcel (255 South Carriage Road under file 39T-08502) and the southern portion of this parcel (1331 Hyde Park Road under file 39T-08503). Since that time, Kenmore Homes acquired both 1331 Hyde Park Road and 255 South Carriage Road and as a result applications 39T-08502 and 39T-08503 were consolidated under one file, being 39T-08502.

December 7, 2011, the applicant submitted a revised application for Draft Plan of Subdivision and associated Official Plan and Zoning By-law Amendments. The public participation meeting was held on March 26, 2012, Council referred the matter back to staff for further information.

The application was appealed by Sydenham Investments and on November 6, 2013, the Ontario Municipal Board issued a notice advising the City of London Approval Authority that the appeal was withdrawn by letter dated September 13, 2013,

As per Section 51 (51) of the Planning Act, the draft plan approval was granted and the lapse date for



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draft plan approval is September 14, 2016.

Claims

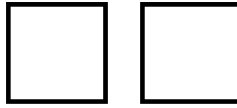
Anticipated reimbursements from the City Services Reserve Fund are:

- (i) for storm sewer oversizing, (DC14-MS01001), an estimated cost of \$2,100.00;
- (ii) for the construction of the Multi-use Pathway, (DC14-PR00066), the estimated cost of which is \$35,032; and
- (iii) for the workplan engineering fees (DC14-PR00066), the estimated amount of \$5,254.

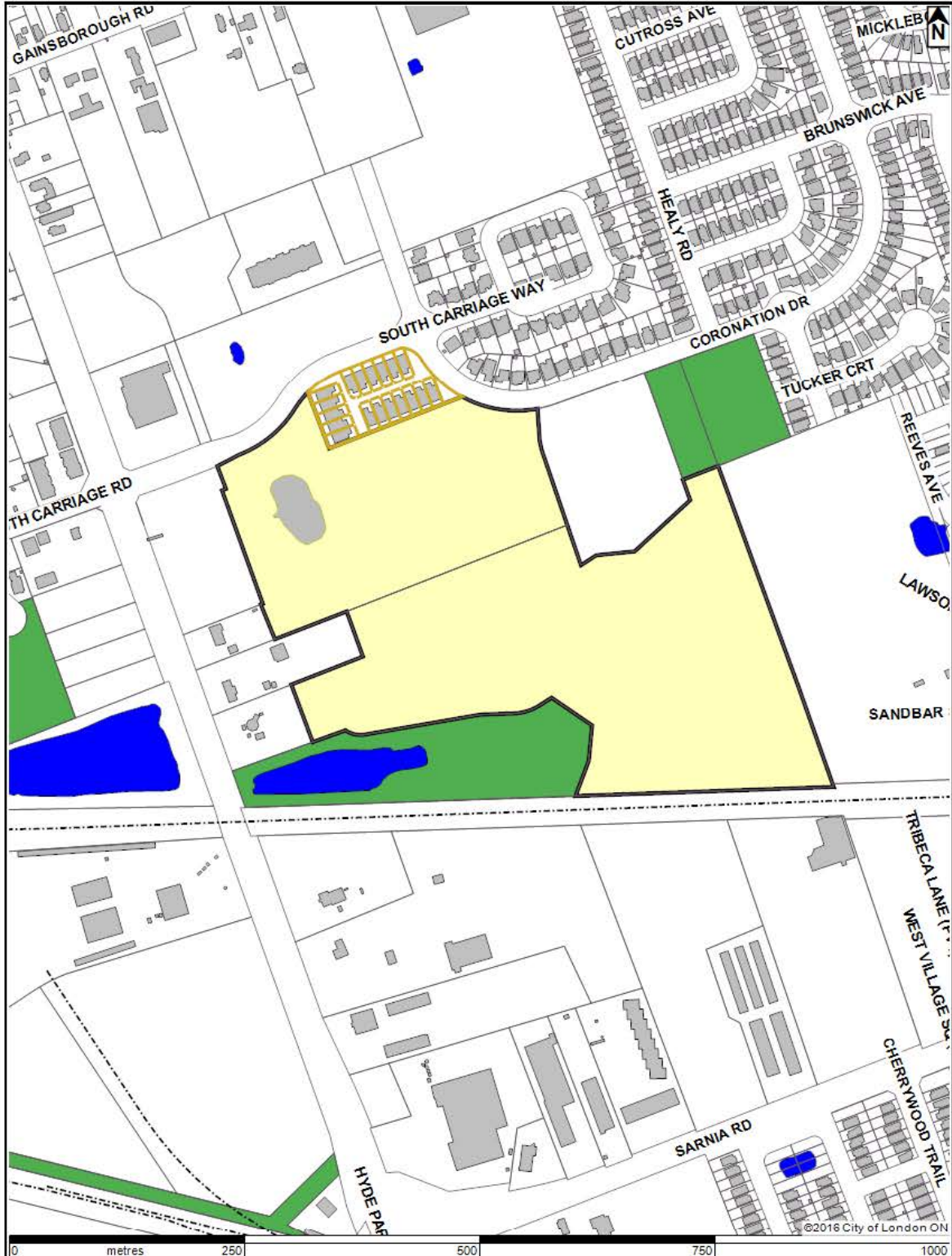
This is the 1st phase of this subdivision, consisting of 58 single family detached lots and two (2) park blocks.






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

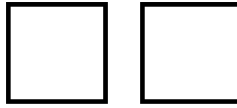
This report has been prepared in consultation with the City's Solicitors Office.



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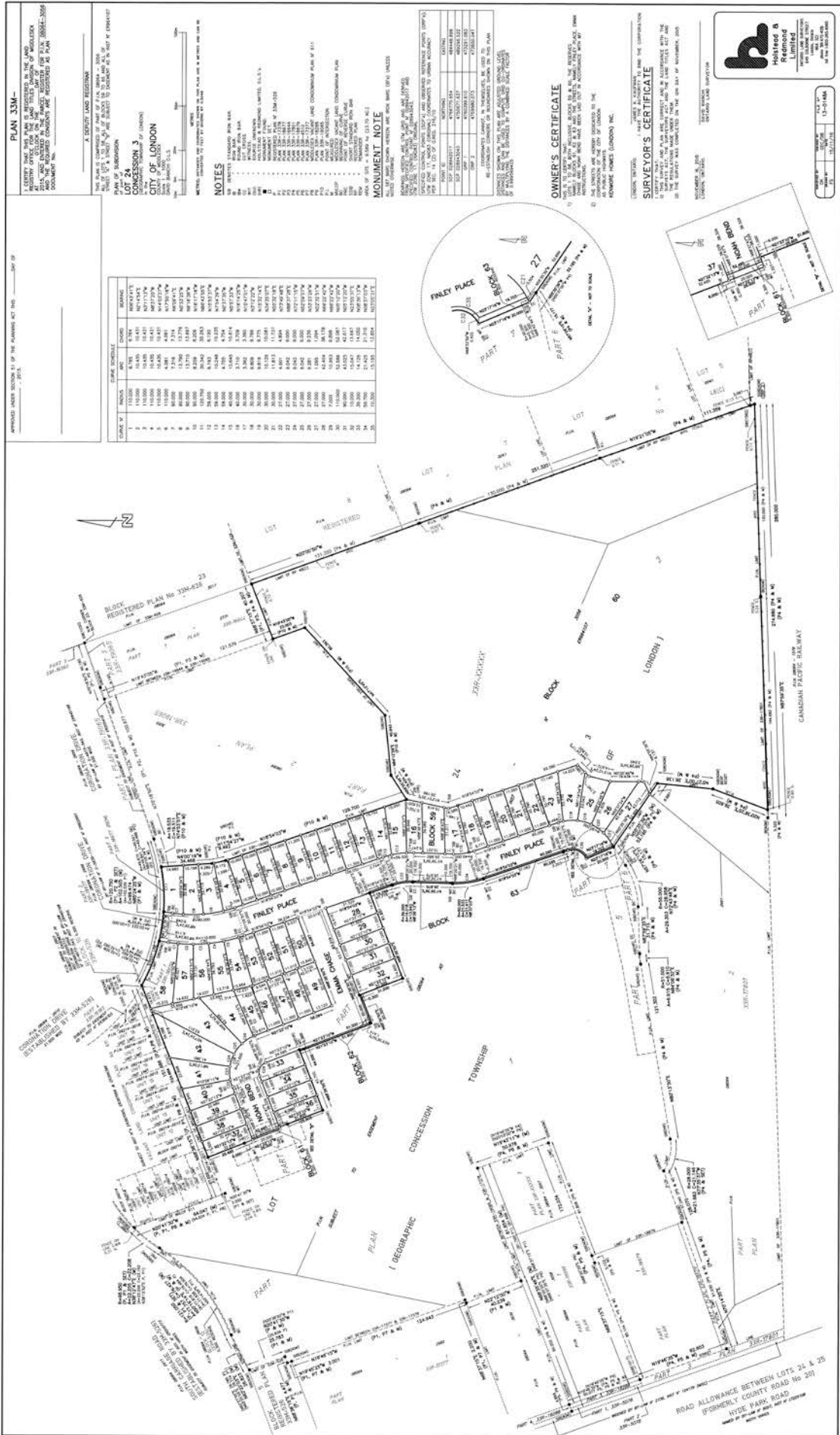


<p>LOCATION MAP</p> <p>Subject Site: Kenmore - Draft Plan of Subdivision Applicant: Kenmore Homes (London) Inc. File Number: 39T-08502 Planner: C. Smith Created By: Frank Gerrits Date: 2016-03-15 Scale: 1:5000</p> <p>Corporation of the City of London Prepared By: Development and Compliance Services</p>	<p>LEGEND</p> <ul style="list-style-type: none">  Subject Site  Parks  Assessment Parcels  Buildings  Address Numbers
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Phase I

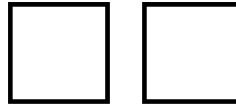




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PREPARED BY:	RECOMMENDED BY:
C. SMITH SENIOR PLANNER DEVELOPMENT SERVICES DIVISION	A.MACLEAN MANAGER, DEVELOPMENT PLANNING DEVELOPMENT SERVICES
CONCURRED BY:	SUBMITTED BY:
JENNIE A. RAMSAY P. ENG. MANAGER, DEVELOPMENT SERVICES	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL

CS/fg
Attach.
March 17, 2016



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Schedule "A"
SPECIAL PROVISIONS

SPECIAL PROVISIONS FOR THE SUBDIVISION AGREEMENT:

5. STANDARD OF WORK

Remove Section 5.7 and **replace** with the following:

5.7 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 3, 4, 8, 9, 11, 12, 16, 17, 24, 25, 31, 32, 37, 43, 44, 47, 48 and 49 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.

25.1 STANDARD REQUIREMENTS

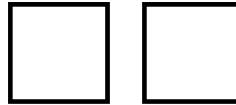
Remove Subsection 25.1 (h) as there are no walkways in this Plan.

Insert the following new Special Provisions:

- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall complete the following, to the satisfaction of the City, at no cost to the City:
 - i) Have his geotechnical engineer investigate and identify areas of the extent of existing organic fill and deleterious fill materials, on lots, blocks and streets in this Plan;
 - ii) Have his geotechnical engineer make recommendations on the proper removal and disposal of the said fill materials;
 - iii) Remove and dispose of the said fill materials under the supervision of his geotechnical engineer, in accordance with the recommendations of the geotechnical engineer and in compliance with provincial regulations;
 - iv) Replace the removed fill materials with suitable engineered fill, under the supervision of his geotechnical engineer and as recommended by his geotechnical engineer; and
 - v) Have his geotechnical engineer certify that the said fill materials have been properly removed and disposed of, and replaced with suitable engineered fill.

- # The Owner shall remove any temporary works associated with this Plan when no longer required and restore all affected areas, at no cost to the City, to the specifications and satisfaction of the City.

- # Within one (1) year of registration of this Plan, the Owner shall construct a pathway from the



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existing park block at 1260 Coronation Drive within Block 59 and 60 in this Plan and external to this Plan, all to the satisfaction of the City.

- # Prior to the issuance of any Certificate of conditional Approval for Lot 37, the Owner shall construct the proposed retaining wall adjacent to the rear property line of the said Lot and external to this Plan as shown on the accepted engineering drawings and have its professional engineer certify that the said walls were constructed in accordance with the accepted engineering drawings, all to the satisfaction of the City.
- # The Owner shall include in the Agreement of Purchase and Sale for the transfer of the said Lot 37, a covenant by the purchaser or transferee stating that the purchaser or transferee of the Lot shall be responsible for his portion of the maintenance of the retaining wall in the future located on the said Lot, at no cost to the City.
- # Prior to assumption, the Owner's Professional Engineer shall certify to the City, that the retaining wall on Lot 37 in this Plan and external to this Plan are in a state of good repair and functioning as intended, all to the satisfaction of the City.
- # Prior to assumption of this Plan 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 Noah Bend and Finley Crescent outside this Plan, an amount of \$10,000; and
 - (ii) For the decommissioning of all temporary works (eg. storm sewer, overland flow route channel, rock dams, hickenbottom, etc.) external to this Plan of subdivision, an amount of \$19,000
- # Prior to assumption, the major overland flow outlet for the adjacent school site at 1212 Coronation Drive, is to be maintained to the satisfaction of the City Engineer, all at the Owner's sole expense.
- # The Owner shall install a 3 metre high noise barrier, 6 metre in length with 3 metre return on private property of Lots 26 and 27 as recommended in the Noise Assessment prepared by Development Engineering (London) Ltd., dated June 12, 2015. Property Owners of Lots 26 and 27 are to be advised that they shall not tamper with the barrier and shall be responsible for its long term maintenance.
- # The Owner shall include the following warning clause in all Agreements of Purchase and Sale or Lease for Lots 26 and 27 of this Plan:

Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of Environment's noise criteria.

The City of London assumes no responsibility for noise issues which may arise from the existing or any increase in vehicle traffic on Hyde Park Road as it relates to the interior or outdoor living areas of any dwelling unit on these lots. The City of London will not be responsible for constructing any form of noise mitigation for these Lots.
- # The Owner shall include in any submission for building permit application for Lots 23 to 27 both inclusive, that central air conditioning is required.
- # The following warning clause shall be included in all Agreements of Purchase and Sale or Lease for Lots 23 to 27, of this Plan:

This dwelling has been supplied with central air conditioning which will allow



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windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Ministry of the Environment noise criteria.

(Note: The location and installation of the outdoor air conditioning device should be done so as to comply with noise criteria of MOE publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)

The Owner shall include in any submission for building permit application for Lots 2 to 22 of this Plan, both inclusive, that a forced air heating system adequately size to accommodate the future installation of central air conditioning is required.

The following warning clause shall be included in all Agreements of Purchase and Sale or Lease for Lots 2 to 22, both inclusive:

This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of Environment. (Note: The location and installation of the outdoor air conditioning device should be done so as to minimize the noise impacts and comply with criteria of MOECC Publication NPC-216, Residential Air Conditioning Devices.)"

The following warning clause shall be included in all Agreements of Purchase and Sale or Lease for Lots 24 and 25 of this Plan:

Purchasers/tenants are advised that sound levels due to increasing road and rail traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of Environment.

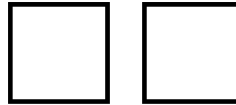
The Owner shall include in any submission for building permit application for Lots 23 to 27, both inclusive, in this Plan, that for these units are EW5 construction rating from foundation to rafters shall be utilized along with the installation of glazed windows for all building faces that have exposure to the CP Rail line is required.

The Owner shall include the following warning clause in all Agreements of Purchase and Sale or Lease for all Lots within this Plan:

Warning: Canadian Pacific Railway Company or its assigns or successors in interest has or have a right-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the rail facilities on such right-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwellings; the Canadian Pacific Railway will not be responsible for any complaints or claims arising from the use of such facilities and/or operations on, over or under the aforesaid rights-of- way.

The City of London assumes no responsibility for noise issues which may arise from the existing or increased traffic of Hyde Park Road as it relates to the interior or outdoor living areas of any dwelling unit within the development. The City of London will not be responsible for constructing any form of noise mitigation for this development.

The Owner shall include in all Purchase and Sale Agreements, the requirement that the homes to be designed and constructed on Lot 1 and Lot 58, of this Plan, are required to have a side entry garage, with driveway access from Finley Crescent, a main entry of the home which fronts the collector road (Coronation Drive) and limited chain link or decorative fencing along the exterior side yard abutting the collector road.



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Prior to making an application for a building permit for Lot 1 and Lot 58, in this Plan, the owner shall obtain approval of their proposed design from the Managing Director of Planning and City Planner and his/her designate prior to any submission of an application for a building permit to the satisfaction of the City. This certification shall be included with any building permit application.

25.2 CLAIMS

Remove Subsection 25.2 (b) and replace with the following:

- (b) If the Owner alleges an entitlement to any reimbursement or payment from the City Services Reserve Fund as a result of the terms hereof, the Owner may, upon approval of this Agreement, make application to the Director – Development Finance for payment of the sum alleged to be owing, and as confirmed by the City Engineer and the Director – Development Finance and the payment will be made pursuant to any policy established by Council to govern the administration of the said City Services Reserve Fund.

The anticipated reimbursements from the Fund are:

- (iv) for storm sewer oversizing, (DC14-MS01001), an estimated cost of \$2,100.00;
- (v) for the construction of the Multi-use Pathway, (DC14-PR00066), the estimated cost of which is \$35,032; and
- (vi) for the workplan engineering fees (DC14-PR00066), the estimated amount of \$5,254.

The estimated amounts herein will be adjusted in accordance with contract prices in the year in which the work is carried out.

Funds needed to pay the above claims will be committed (on a subdivision by subdivision basis) from approved capital budgets at the time of approval of this Agreement, unless funds in approved capital budgets are insufficient to accommodate commitment to the full extent of the estimated claims. In this case (ie. insufficient capital budget), the excess of the estimated claim over the approved budget shall be submitted for Council approval in the next following budget year.

Claims approvals shall generally not materially exceed approved and committed funding in the capital budget for the estimated claims listed in this Agreement.

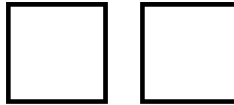
Any funds spent by the Owner pending future budget approval (as in the case of insufficient capital budget described above), shall be at the sole risk of the Owner pending Council approval of sufficient capital funds to pay the entire claim.

Remove Subsection 25.2 (c) and **replace** with the following:

- (1) Upon approval of an application for a claim to the CSRF, the City shall pay the approved claim in full to the Owner subject to the limits of discussed above and in accordance with the Council approved “Source of Financing Report” and the then in force Development Charges By-law and any policies established thereunder.

Add the following new Special Provisions:

- # Where the proposed development calls for the construction of works, and where the Owner is of the opinion such that works are eligible to be funded in whole or in part from development charges as defined in the DC 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 tables in



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the DC By-law), then the Owner shall submit through their consulting engineer an engineering work plan for the proposed works satisfactory to the City Engineer (or designated) and City Treasurer (or designate). The Owner acknowledges that:

- (h) No work subject to a work plan shall be reimbursable until both the City Engineer (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.

The following works required by this subdivision shall be subject to a work plan:

- i) Thames Valley Pathway; and
- ii) Storm sewer oversizing.

All work plans are subject to the approval of and accepted by the City.

25.4 CONTAMINATION

Remove Subsection 25.4 and **replace** with the following:

Should any contamination or anything suspected as such be encountered during construction, the Owner shall forthwith report the matter to the City Engineer and all owners of the affected Lots and Blocks in this Plan and hire a geotechnical engineer to prepare a report that summarizes the site assessment and restoration and/or removal activities carried out at the contaminated site within this Plan and containing a "Schedule A – Record of Site Condition" including an "Affidavit of Consultant" in accordance with the requirements of latest Ministry of Environment "Guidelines for Use at Contaminated Sites in Ontario" and file appropriate documents to the Ministry in this regard with copies provided to the City.

Should any contaminants be encountered within this Plan, the Owner shall implement the recommendation(s) of the geotechnical engineer to remediate, removal and/or disposal of any contaminates within the proposed Streets, Lots and Blocks in this Plan forthwith under the supervision of the geotechnical engineer to the satisfaction of the City at no cost to the City.

Should the site be free of contamination, the Owner shall have its geotechnical engineer provide certification to this effect to the City.

25.6 GRADING REQUIREMENTS:

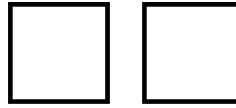
Add the following clause:

(#) Within one (1) year of registration of this Plan, the Owner shall service, grade and seed Park Blocks in conformity with the approved engineering plans, all to the satisfaction of and at no cost to the City.

25.7 STORM WATER MANAGEMENT

Remove Subsection 25.7 (a) and **replace** with the following:

(a) The Owner shall have its Professional Engineer supervise the construction of the stormwater servicing works, including any temporary works, in compliance with the drawings accepted by the City Engineer, and according to the recommendations and requirements of the following, all to the satisfaction of the City Engineer:



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- i) The SWM criteria and environmental targets for the Stanton Drain Subwatershed Study and any addendums/amendments;
- ii) The accepted Hyde Park Community Storm Drainage and Stormwater Management Servicing Schedule 'B' Class Environmental Assessment (EA) and any addendums/amendments;
- iii) The requirements of the Hyde Park Improvements Environmental Assessment and any addendums/amendments;
- iv) The approved Functional Stormwater Management Plan for Hyde Park SWM Facility 1 and the approved Stormwater Management Functional Design Report for the Hyde Park SWM Facility 1B1, or any updated Functional Stormwater Management Plan;
- v) The Stormwater Letter/Report of Confirmation for the subject development prepared and accepted in accordance with the file manager process;
- vi) The City's Waste Discharge and Drainage By-laws, lot grading standards, policies, requirements and practices;
- vii) The City of London Design Specifications and Requirements Manual, as revised;
- viii) The Ministry of the Environment and Climate Change (MOECC) SWM Practices Planning and Design Manual (2003); and
- ix) Applicable Acts, Policies, Guidelines, Standards and Requirements of all required approval agencies.

25.8 SANITARY AND STORM SEWERS

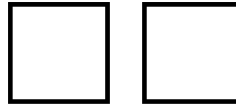
Remove Subsection 25.8 (c) and **replace** with the following:

- (c) The Owner shall construct the storm sewers to service the Lots and Blocks in this Plan, which is located in the Stanton Drain Subwatershed, and connect them to existing 1200 mm diameter storm sewer stub and the 375 mm diameter storm sewer stub on South Carriage Road, outletting via the existing regional Hyde Park SWM Facility 1 and the existing regional Hyde Park SWM Facility 1B1. The storm sewers required in conjunction with this Plan shall be sized to accommodate all upstream lands to the specifications of the City Engineer and at no cost to the City unless otherwise specified herein.

Remove Subsection 25.8 (j) as it is not applicable.

Add the following new Special Provisions:

- # 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 375 mm diameter sanitary sewer on Coronation Drive. The sanitary sewers required in conjunction with this Plan shall be sized to accommodate all upstream lands to the specifications of the City Engineer and at no cost to the City unless otherwise specified herein.
- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a temporary storm outlet, including hickenbottom, at the west limit of Noah Bend to South Carriage Road, external to this Plan, all to the specifications and satisfaction of the City.
- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct an outlet storm pipe from the west end of Finley Crescent to the stormwater management outlet, all to the specifications and satisfaction of the City.



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- # Prior to the issuance of any Certificate of Conditional Approval, all temporary erosion and sediment control and storm servicing works, external to this Plan, shall be constructed and operational, as shown on the accepted engineering drawings, all to the satisfaction of the City.
- # The Owner's professional engineer shall ensure that all existing upstream external flows traversing this Plan of subdivision are accommodated within the overall minor and major storm conveyance servicing system(s) design, all to the specifications and satisfaction of the City Engineer.

25.9 WATER SERVICING

Remove Subsection 25.9 (c) and **replace** with the following:

- (c) The Owner shall construct the watermains to service the Lots and Blocks in this Plan and connect them to the City's existing water supply system, being the 300 mm diameter high level water main on Coronation Drive, to the specifications of the City Engineer.

Remove Subsection 25.9 (d) and **replace** with the following:

- (d) Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install and commission temporary automatic flushing devices and meters at all dead ends to ensure that water quality is maintained during build out of the subdivision. These devices shall remain in place until there is sufficient occupancy use to maintain water quality without their use. The location of the temporary automatic flushing devices as well as their flow settings are to be shown on the engineering drawings. The Owner is responsible to meter and pay billed cost of the discharged water from the time of their installation until their removal. Any incidental and/or ongoing maintenance of the automatic flushing devices is/are the responsibility of the Owner.

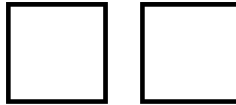
25.11 ROADWORKS

Remove Subsection 25.11 (b) and **replace** with the following:

- (a) The Owner shall construct or install all of the following required works to the specifications of the City and in accordance with the plans accepted by the City:
 - (i) a fully serviced road connection where Finley Crescent in this Plan joins with Coronation Drive in Plan 33R-15752, including all underground services and all related works as per the accepted engineering drawings;

The Owner shall complete all work on the said street(s) in accordance with current City standards, procedures and policies, and restore the road(s), and ensure that adequate precautions are taken to maintain vehicular and pedestrian traffic and existing water and sewer services at all times during construction, except as approved otherwise by the City Engineer. The Owner shall provide full-time supervision by its Professional Engineer for all works to be constructed on Coronation Drive in accordance with current City policies. Upon completion of these 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.

The Owner shall complete the works specified above on a schedule acceptable to the City or as otherwise specified herein. Where the Owner is required to close any City of London road section the Owner shall have available for submission to the City a Traffic Protection Plan acceptable to the City Engineer (or his/her designate), a schedule of construction for the proposed works on the above-noted street(s) and a detail of the proposed timing and duration of the said works in accordance with the Ministry of Labour and Ministry of Transportation requirements within the Ontario Traffic Manual Book 7. Further, the Owner shall obtain a Permit for Approved Works from the City prior to commencing any construction on City land or right-of-way.



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Where required by the City Engineer, the Owner shall establish and maintain a Traffic Management Plan (TMP) intended to harmonize a construction project's physical requirements with the operational requirements of the City, the transportation needs of the travelling public and access concerns of area property owners in conformity with City guidelines and to the satisfaction of the City Engineer for any construction activity that will occur on existing public roadways needed to provide services for this Plan of Subdivision. The Owner's contractor(s) shall undertake the work within the prescribed operational constraints of the TMP. The TMP shall be submitted by the Owner at the time of submission of servicing drawings for this Plan of Subdivision, and shall become a requirement of the said drawings.

Remove Subsection 25.11 (q)(iv) as there are no traffic calming measures in this Plan.

Add the following new Special Provisions:

- # The Owner shall construct a temporary turning circle at the west limit of Noah Bend, to the satisfaction of the City Engineer and at no cost to the City.

If the Owner requests the City to assume Noah Bend, all as shown on this Plan of Subdivision, prior to its extension to the Noah Bend, 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 west limit of Noah Bend and completing the curb and gutter, asphalt pavement, Granular 'A', Granular 'B', sodding of the boulevard, 1.5metre concrete sidewalks, 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 28(a). 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.

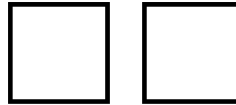
When the lands abutting this Plan of Subdivision develop and the temporary turning circle is removed, the City will quit claim the easements which were used for temporary turning circle purposes which are no longer required at no cost to the City.

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

If the Owner requests the City to assume Finley Crescent, all as shown on this Plan of Subdivision, prior to its extension to the Finley Crescent, 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 west limit of Finley Crescent and completing the curb and gutter, asphalt pavement, Granular 'A', Granular 'B', sodding of the boulevard, 1.5metre concrete sidewalks, 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 28(a). 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.

- # Barricades are to be maintained at west limits of Noah Bend and Finley Crescent until adjacent lands to the west develop or as otherwise directed by the City. When adjacent lands to the west develop or when directed by the City, the Owner shall remove the barricades, restore the boulevards and complete the construction of the roadworks within the limits of both temporary turning circles.



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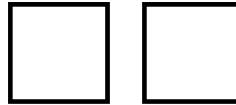
The Owner shall advise all purchasers of land within this subdivision that any traffic to and from this subdivision will not be permitted to pass the barricade(s) until the removal of the barricade(s) is authorized by the City.

- # 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 South Carriage Road via Coronation Drive.
- # The Owner shall be required to make minor boulevard improvements on Coronation Drive 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.
- # The Owner shall remove all existing accesses and restore all affected areas, all to the satisfaction of the City, at no cost to the City.
- # For any construction within the Coronation Drive right-of-way, the Owner shall restore the roads and relocate any utilities to the extent necessary as shown on the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
- # The Owner shall include in the Agreement of Purchase and Sale or Lease for the transfer of Lots 1 and 58 of this Plan, a covenant by the purchaser or transferee stating the said owner shall not disturb any area within the London Hydro easements at the north limit of the said Lots, to the satisfaction of the City Engineer.

25.12 PARKS

Add the following clauses:

- (#) Within one (1) year of registration of this Plan, the Owner shall sell a 0.037 hectare overdedication of parkland of Block 60 to the City in accordance with the parkland dedication By-law CP-9-1004 at a total cost of \$13,714.05.
- (#) Within one (1) year of registration of this Plan, the Owner shall construct the pathway from the existing park block at 1260 Coronation Drive to Finley Drive to the satisfaction of the City, and at no cost to the City, unless otherwise specified herein.
- (#) Within one (1) year of registration of this Plan, the Owner shall prepare and deliver to all homeowners adjacent to Block 60 an education package which explains the stewardship of natural area, the value of existing tree cover, and the protection and utilization of the grading and drainage pattern on these Lots. The educational package shall be prepared to the satisfaction of the City Planner.
- (#) Within one (1) year of registration of this Plan, the Owner shall construct the multi-use pathway system through Blocks 59 and 60 and the SWMF, to the satisfaction of the City. The Owner may make a claim against the DC By-law as directed in Clause 25.2 of this Agreement.
- (#) Within one (1) year of registration of this Plan, the Owner shall remove all tree hazards within 15 meters of the drip line of Lots abutting the woodlot, all to the satisfaction of the City, and at no cost to the City.
- (#) Within one (1) year of registration of this Plan, the Owner shall install the woodland buffer plantings as per the approved engineering drawings, all to the satisfaction of the City. Landscape restoration shall be supervised by a qualified landscape architect and a certificate of completion shall be provided from the Landscape Architect confirming that the site was seeded and planted as per the approved plans and to the City's specifications.
- (#) The Owner shall implement all the recommendations of the 2008 approved EIS, prepared by Earthtech to the satisfaction of the City, and at no cost to the City.



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SCHEDULE “C”

This is Schedule “C” to the Subdivision Agreement dated this _____ day of _____, 2016, between The Corporation of the City of London and Kenmore Homes (London) Inc. to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Finley Crescent, Emma Chase and Noah Bend 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’).

Sidewalks

- A 1.5 metre (5 foot) sidewalk shall be constructed on one side of
- (i) Finley Crescent (from Coronation Drive to west limit of plan) – outside boulevard
 - (ii) Noah Bend – outside boulevard
 - (iii) Emma Chase - south boulevard

Pedestrian Walkways

There are no walkways in this Plan of subdivision.

SCHEDULE “D”

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2016, between The Corporation of the City of London and Kenmore Homes (London) 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 61, 62 and 63
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	Blocks 59 and 60 in partial satisfaction of parkland dedication. Balance of parkland to be provided through future phase of the development.
Dedication of land for Parks in excess of 5%:	0.037 hectare over dedication of parkland of Block 60 in accordance with Clause _____ , of this Agreement.
Stormwater Management:	NIL

LANDS TO BE SET ASIDE FOR SCHOOL SITE: NIL

LANDS TO BE HELD IN TRUST BY THE CITY: NIL



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SCHEDULE “E”

This is Schedule “E” to the Subdivision Agreement dated this _____ day of _____, 2016, between The Corporation of the City of London and Kenmore Homes (London) 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:	\$ 289,655
BALANCE PORTION:	<u>\$1,641,375</u>
TOTAL SECURITY REQUIRED	\$1,931,030

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. A-7146-255 and policy adopted by the City Council on July 27, 2014.

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 _____, 2016, between The Corporation of the City of London and Kenmore Homes (London) 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:

- (a) Multi-purpose easements 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) Blanket easement over the remainder of the entire approved draft plan T-08502 for erosion control, interim servicing, grading, drainage, etc.
- (b) Temporary turning circle easements shall be deeded to the City in conjunction with this Plan over lands outside this Plan at the southwest limit of Finley Crescent and the west limit of Noah Bend.



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Schedule "B"

Related Estimated Costs and Revenues

Estimated DC Funded Servicing Costs ^{Note 1}	Estimated Cost ^{Note 3} (excludes HST)
Claims for developer led construction from CSRf	
- Storm sewer Oversizing 8.4m of 1200mm - DC14-MS01001 ^{Note 4}	\$2,100
- Parkland - Pathway construction - DC14-PR00066 ^{Note 5}	\$35,032
- Pathway Workplan Engineering Fees - DC14-PR00066	\$5,254
Total	\$42,386
Estimated Total DC Revenues ^{Note 2} (2016 Rates)	Estimated Revenue ^{Note 3}
CSRf	\$1,523,776
UWRF	\$136,938
TOTAL	\$1,660,714

- 1 Estimated Costs are based on approximations provided by the applicant and include engineering, construction and contingency costs. 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 2016 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.
- 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.
- 4 Oversizing costs identified are based on estimates prepared by the applicant.
- 5 The developer led construction work above will require a work plan to be provided and approved by the City. The work plan shall include summary of work to design pathway as well as estimated costs of all Engineering and construction of the works in question.

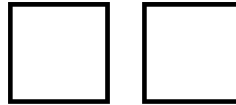
Reviewed by:

March 16 / 16

Peter Christiaans

Date

Peter Christiaans
Director, Development Finance



File Number: 39T-08502

Schedule "C"
SOURCE OF FINANCING

#16038
March 18, 2016

Chair and Members
Planning & Environment Committee

**RE: Special Provisions - Construction of Pathway
Bierens/Westfield Subdivision Claims
(Subledger PK160008)
Capital Project PD2043-11 - New Major Open Space
Capital Project ES5429 - Storm Sewer Internal Oversizing Subsidy DC14-MS01001**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Development and Compliance Services and Chief Building Official, the detailed source of financing for this project is:

SUMMARY OF ESTIMATED EXPENDITURES	Approved Budget	Committed to Date	This Submission	Balance for Future Work
<u>PD2043-11 - New Major Open Space</u>				
Engineering	\$95,929	\$95,929		\$0
Construction	491,811	211,598	40,995	239,218
City Related Expenses	2,260	2,260		0
	<u>590,000</u>	<u>309,787</u>	<u>40,995</u>	<u>239,218</u>
<u>ES5429-Storm Sewer Internal Oversizing Subsidy</u>				
Construction	3,448,230	539,145	2,137	2,906,948
NET ESTIMATED EXPENDITURES	<u>\$4,038,230</u>	<u>\$848,932</u>	<u>\$43,132</u> 1)	<u>\$3,146,166</u>
<u>SUMMARY OF FINANCING:</u>				
<u>PD2043-11 - New Major Open Space</u>				
Capital Levy	\$165,700	\$87,003	\$11,513	\$67,184
Drawdown from City Services - Parks & Rec Fund (Development Charges)	2) 424,300	222,784	29,482	172,034
	<u>590,000</u>	<u>309,787</u>	<u>40,995</u>	<u>239,218</u>
<u>ES5429-Storm Sewer Internal Oversizing Subsidy</u>				
Drawdown from Sewage Works R.F.	25,300	3,956	16	21,329
Drawdown from City Services - Major SWM Fund (Development Charges)	2) 3,422,930	535,189	2,121	2,885,619
	<u>3,448,230</u>	<u>539,145</u>	<u>2,137</u>	<u>2,906,948</u>
TOTAL FINANCING	<u>\$4,038,230</u>	<u>\$848,932</u>	<u>\$43,132</u>	<u>\$3,146,166</u>

1) **FINANCIAL NOTE:**

	PD2043-11	ES5429	TOTAL
Contract Price	\$40,286	\$2,100	\$42,386
Add: HST @13%	5,237	273	5,510
Total Contract Price Including Taxes	45,523	2,373	47,896
Less: HST Rebate	4,528	236	4,764
Net Contract Price	<u>\$40,995</u>	<u>\$2,137</u>	<u>\$43,132</u>

2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2014.

EH


Alan Dunbar
Manager of Financial Planning & Policy