

File Number: 39T-13502

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: THAMES VILLAGE JOINT VENTURE CORP. OLD VICTORIA EAST SUBDIVISION – SOUTH PARCEL 1691 HAMILTON ROAD 39T-13502 MEETING ON MAY 23, 2017

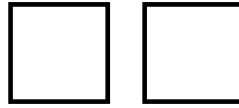
RECOMMENDATION

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 Thames Village Joint Venture Corporation for the subdivision of land over Part of Lot 8, Concession 1, (Geographic Township of Westminster), City of London, County of Middlesex; municipally known as 1691 Hamilton Road:

- (a) the Special Provisions to be contained in a Subdivision Agreement between The Corporation of the City of London and Thames Village Joint Venture Corporation for the Old Victoria East Subdivision - South Parcel (39T-13502), attached as Schedule "A", **BE APPROVED**;
- (b) the applicant **BE ADVISED** that the Manager, Development Finance has summarized the claims and revenues attached as Schedule "B";
- (c) the financing for eligible works associated with 39T-13502 **BE APPROVED** as set out in the Source of Financing Report attached as Schedule "C";
- (d) the Mayor and the City Clerk, in consultation with the Approval Authority, **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfil its conditions; and,
- (e) the Approval Authority **BE REQUESTED** to consider minor adjustments to the draft approved plan and incorporate any additional appropriate clauses in the final Subdivision Agreement, if necessary, to address minor subdivision design modifications around Hydro One Networks Inc. (HONI) tower infrastructure.

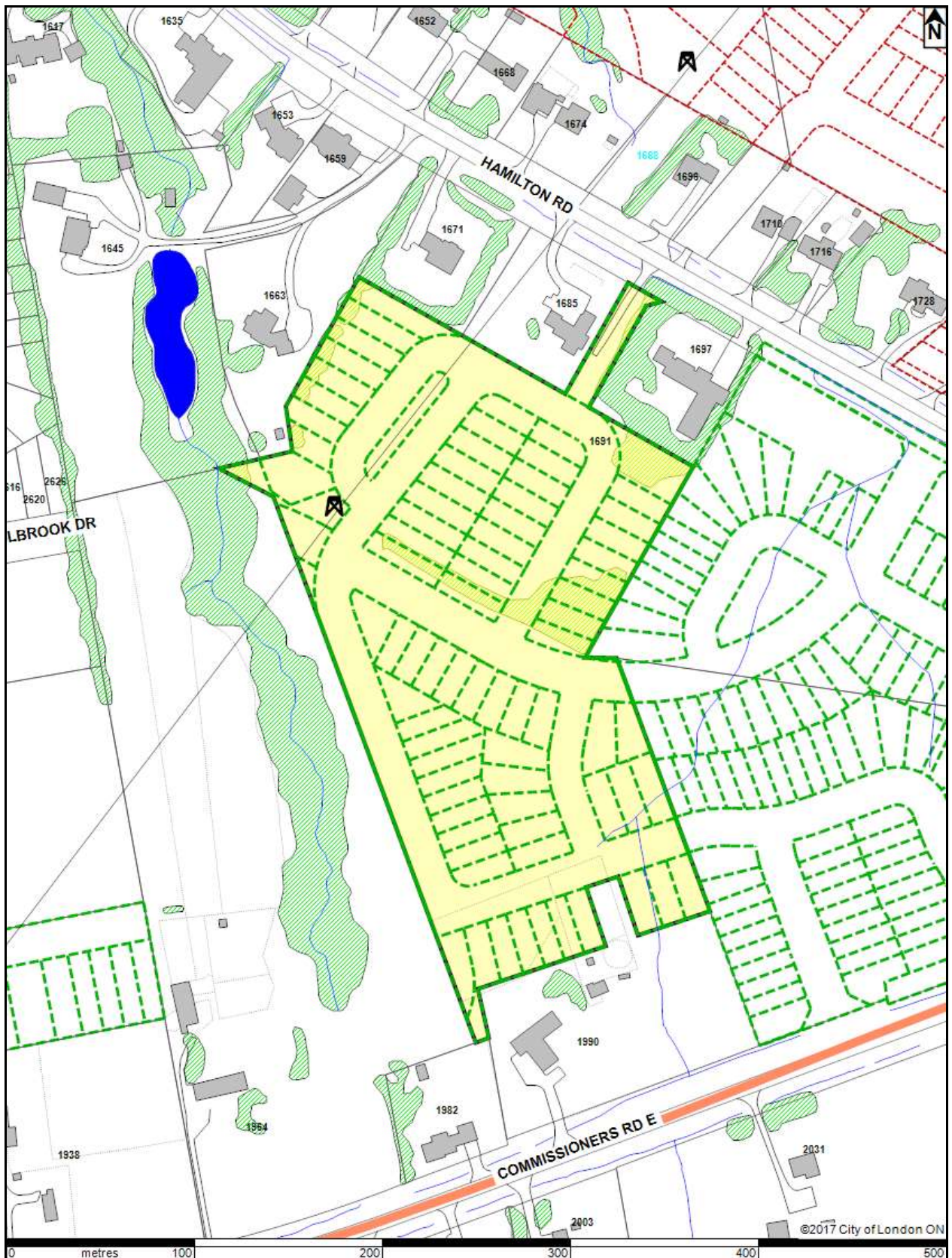
BACKGROUND

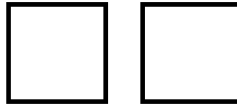
The application for Draft Plan Approval was accepted on January 24, 2013. The proposal draft plan of subdivision originally consisted of lands located on both the east and west sides of Hamilton Road. The application was circulated to the public, agencies and municipal departments. Subsequent revised draft plans were submitted and circulated in January 2015 and April 2016. The lands on the east side of Hamilton Road were eventually withdrawn by the applicant in order to allow the west side lands to proceed to draft approval on their own. The statutory public meeting of the Planning and Environment Committee was held on June 20, 2016. The plan was Draft Approved on July 15, 2016, subject to conditions and red line revisions. The proposed subdivision consists of 73 single detached lots, 2 open space blocks, 1 temporary access road, 2 abutting land owner blocks, 2 future road allowance blocks, 5 reserve blocks, served by 1 collector road and 4 local streets.



File Number: 39T-13502

Location Map





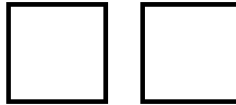
File Number: 39T-13502

The detailed subdivision design drawings are currently being reviewed for final approval. Based on comments received recently from Hydro One Networks Inc. (HONI), the proposed road alignment in proximity to an existing transmission tower may need to be shifted slightly in order to satisfy HONI setback requirements. Staff are of the opinion that these minor adjustments can be made without significantly affecting the overall approved draft plan, lot pattern and zoning.

Development Services Division has reviewed these special provisions with the Owner who is in agreement with them. This report has been prepared in consultation with the City's Solicitors Office.

PREPARED BY:	RECOMMENDED BY:
LARRY MOTTRAM 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

AM/lm
Attach.
May 12, 2017



File Number: 39T-13502

Schedule "A"
SPECIAL PROVISIONS

5. STANDARD OF WORK

Remove Subsection 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.

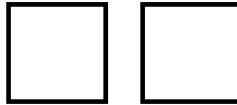
The Owner shall register against the title of Lots 66 and 67 of this Plan, which incorporate rear yard catchbasins, and any other affected Lots shown on the accepted plans and drawings, and shall include this information in the Agreement of Purchase and Sale or Lease for the transfer of each of the affected 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.

16. PROPOSED SCHOOL SITES

Remove clauses 16.3 to 16.9 as there are no school blocks in this Plan of subdivision.

- ~~16.3 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.~~
- ~~16.4 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.~~
- ~~16.5 The School Boards may waive the right to purchase by giving notice to the Owner and the City as provided elsewhere in this Agreement.~~
- ~~16.6 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.~~
- ~~16.7 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~~



File Number: 39T-13502

~~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.~~

~~16.8 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 his obligations under this Agreement.~~

~~16.9 If and when the City purchases the site, the City may establish a policy with respect to the ultimate use or disposition of the site.~~

25.1 STANDARD REQUIREMENTS

Remove Subsection 25.1 (f) and **replace** with the following:

- (f) The Owner shall adhere to the recommendations of its Geotechnical Professional Engineer who shall provide full time supervision with respect to the removal of existing fill (including but not limited to organic and deleterious materials) and the placement of new engineered fill, the implementation of Low Impact Development (LIDs) solutions, and the construction of utilities, roadways, foundation design, driveways and buildings on areas within this Plan as identified by the Geotechnical Professional Engineer (the “Affected Lands”) to ensure the satisfactory construction thereof. The Owner shall provide a Geotechnical Professional Engineer’s certification to the City upon completion of the removal and/or filling that the works were carried out in accordance with the Geotechnical Professional Engineer’s recommendations.

Prior to the issuance of a Certificate of Conditional Approval, the Owner shall identify to the City the Lots and Blocks within the Affected Lands and shall ensure that the specific requirements have been established by a Geotechnical Professional Engineer for each Lot and Block within the Affected Lands in order to protect the proposed buildings on the said Lots and Blocks from settlement and other harmful effects.

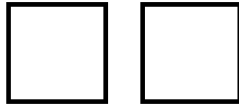
The Owner shall register against the title of each Lot within the Affected Lands, and shall include in the agreement of purchase and sale and in the transfer or deed of each Lot with the Affected Lands, a covenant by the purchase or transferee stating that the purchaser or transferee of the Lot within the Affected Lands must adhere to the recommendations of the Geotechnical Professional Engineer, and shall deliver a certificate of a Geotechnical Professional Engineer to the City’s Director of Building Control upon completion of the foundation on the Lot within the Affected Lands that the building construction was completed in accordance with the Owner’s Geotechnical Professional Engineer’s recommendations.

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

- ~~(h) Prior to the issuance of a Certificate of Conditional Approval, or as otherwise agreed to by the City, the Owner shall construct a chain link fence without gates, adjacent to the walkway(s) (Block(s) _____) in in accordance with City Standard No. SR-7.0.~~

Add the following new Special Provisions:

- # The Owner shall comply with any requirements of all affected agencies (eg. Hydro



File Number: 39T-13502

One Networks Incorporated, Ministry of Natural Resources, Upper Thames River Conservation Authority, etc.) , all to the satisfaction of the City, and at no cost to the City.

The Owner shall not commence construction or installations of any services (eg. clearing or servicing of land) involved with this Plan prior to obtaining all necessary permits, approvals and/or certificates that need to be issued in conjunction with the development of the subdivision, unless otherwise approved by the City in writing (eg. Hydro One Networks Incorporated, Ministry of the Environment Certificates, City/Ministry/Government permits: Approved Works, water connection, water-taking, crown land, navigable waterways, approvals: Upper Thames River Conservation Authority, Ministry of Natural Resources, Ministry of the Environment, City, etc.)

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 (excluding the easement used by Hydro One Networks Inc.). The Owner shall protect any existing municipal or 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 following municipal services and/or private services being 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.

The Owner shall not develop the following Blocks within this Plan unless developed in conjunction with adjacent lands:

- Block 76 with external lands to the east or west;
- Block 77 with external lands to the east;

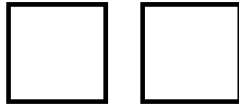
Prior to assumption of this Plan in whole or in part by the City, and as a condition of such assumption should the following works not be completed, the Owner shall pay to the City Treasurer by Certified Cheque the following amounts as set out or as calculated by the City, or portions thereof as the City may from time to time determine:

- (i) Decommissioning/Removal of temporary road and associated works (eg. watermain, curbs, etc.) on Block 79, an amount of \$29,060;
- (ii) Completion of future fully serviced road on Block 81 to provide servicing and access for adjacent lands and restoration of any roads/intersections, an amount of \$50,000; and
- (iii) Completion of future fully serviced road on Block 82 to provide servicing and access for adjacent lands and restoration of any roads/intersections, an amount of \$80,000;

In the event Blocks 81 and 82 are not required for future right-of-ways, monies held shall be returned to the Owner.

The Owner shall convey Block 81 to the City for future use as needed, at no cost to the City.

The Owner shall provide cash-in-lieu to construct a fully-serviced road on Block 81, to provide servicing and access for lands to the west, from Constance Avenue to the

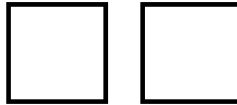


File Number: 39T-13502

west limit of this Plan. Block 81 will be constructed as a fully serviced road when lands to the west develop. If the Block is not needed for the purpose of providing a public road connection to lands to the west, the cash-in-lieu payment will be returned to the Owner in full, at no cost to the City.

- # The Owner shall convey Block 82 to the City for future use as needed, at no cost to the City. If this Block is not needed upon development or redevelopment of the lands to the west of this Block, the City agrees that the Block will be returned to the Owner, at no cost to the City.
- # The Owner shall provide a cash-in-lieu payment to the City to construct a fully serviced road on Block 82 to provide servicing and access to lands to the west, from Constance Avenue to the west limit of this Plan; and for the restoration of the intersection of Constance Avenue and Doyle Drive. Block 82 will be constructed as a fully serviced road at such time as the lands to the west of this block develop. If this block is not needed upon development or redevelopment of the lands to the west, the cash-in-lieu payment will be returned to the Owner in full, at no cost to the City.
- # Within one (1) year of registration of this Plan, the Owner shall implement recommendations of the updated tree protection report (prepared by Branching Out Forestry Consulting Ltd.), as per approved engineering plans.
- # The Owner shall implement all recommendations of the Old Victoria East Subdivision 1691, 1738, 1742 Hamilton Road, London, Ontario Environmental Impact Study Addendum dated July 2015 as updated, for the lands on the west side of Hamilton Road, to the satisfaction of the City.
- # The Owner shall include in all Agreements of Purchase and Sale and or Lease for Lots 56 to 73, both inclusive, the following Hydro One Networks Inc. (HONI) warning clause:

“Each unit purchaser and/or lessee specifically acknowledges and agrees that the development of the Lands upon which this Development is being (or has been) constructed, will be (or has been) undertaken and completed in accordance with any requirements that may be imposed from time to time by any Governmental Authorities, and that the proximity of this Development to facilities, installations and/or equipment owned and/or operated by HONI may result in noise, vibration, electro-magnetic interference and stray current transmissions (hereinafter collectively referred to as the “**Interferences**”) to this Development, and despite the inclusion of control features within this Development, Interferences from the aforementioned sources may, occasionally interfere with some activities of the occupants in this Development. Notwithstanding the above, each unit purchaser and/or lessee agrees to indemnify and save HONI harmless from and against all claims, losses, judgments or actions arising or resulting from any and all of the Interferences. In addition, it is expressly acknowledged and agreed that HONI does not, and will not, accept any responsibility or liability for any of the Interferences in respect of this Development and/or its occupants. Furthermore, there may be alterations and/or expansions by HONI to its facilities and/or transformer station which may temporarily affect the living environment of the residents notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the Development. HONI will not be responsible for any complaints or claims of any kind howsoever arising from use, expansion and/or alterations of such facilities and/or operations on, over or under its transformer station. Furthermore, each unit



File Number: 39T-13502

purchaser and/or lessee acknowledges and agrees that an electro-magnetic, stray current and noise-warning/vibration clause similar to the foregoing shall be inserted into any succeeding or subsequent sales agreement, lease or sublease, and that this requirement shall be binding not only on the Purchaser hereunder but also upon the Purchaser’s respective heirs, estate trustees, successors and permitted assigns, and shall not cease or terminate on the closing of this purchase and sale transaction with the Vendor/Declarant.”

25.1 CLAIMS

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

- (b) If the Owner alleges an entitlement to any reimbursement or payment from a development charge Reserve Fund as a result of the terms hereof, the Owner may, upon approval of this Agreement and completion of the works, make application to the Director – Development Finance for payment of the sum alleged to be owing, and as confirmed by the City Engineer (or designate) 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 development charge Reserve Fund.

The anticipated reimbursements from the development charge Reserve Funds are:

- (i) for the construction of eligible storm sewers in conjunction with the Plan, subsidized at an estimated cost of which is \$394,172.80, excluding HST;

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.

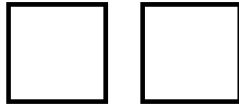
Claims approvals shall generally not materially exceed approved and committed funding in the capital budget for the estimated claims listed in this Agreement.

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.

25.6 GRADING REQUIREMENTS

Add the following new Special Provisions:

- # Prior to the issuance of any Certificate of Conditional Approval, in order to develop this site, the Owner shall make arrangements with the adjacent property owner to the east and south to re-grade a portion of the property abutting this Plan, in conjunction with grading and servicing of this subdivision, to the specifications of the City, at no cost to the City.



File Number: 39T-13502

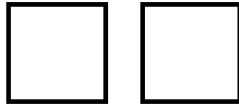
25.7 STORM WATER MANAGEMENT

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:
- i) The SWM criteria and environmental targets for the South Thames Subwatershed Study and any addendums/amendments;
 - ii) The Municipal Class Environmental Assessment, Environmental Study Report for Old Victoria Area Plan – Storm Drainage and Stormwater Management Servicing Works (January 15, 2009) and any addendums/amendments;
 - iii) The approved Functional Stormwater Management Plan/Report for Old Victoria SWMF # 1 (AECOM April 2015) and any other applicable Storm/Drainage and Servicing Functional Report(s) for the subject lands or outlet systems;
 - iv) The City's Design Requirements for Permanent Private Stormwater Systems approved by City Council and effective as of January 1, 2012. The stormwater requirements for PPS for all medium/high density residential, institutional, commercial and industrial development sites are contained in this document, which may include but not be limited to quantity/quality control, erosion, stream morphology, etc.
 - v) The Stormwater Letter/Report of Confirmation for the subject development prepared and accepted in accordance with the file manager process;
 - vi) The approved Storm/Drainage and SWM Servicing Functional Report for the subject lands;
 - vii) The City's Waste Discharge and Drainage By-laws, lot grading standards, policies, requirements and practices;
 - viii) The City of London Design Specifications and Requirements Manual, as revised;
 - ix) The Ministry of the Environment and Climate Change (MOECC) SWM Practices Planning and Design Manual (2003); and
 - x) Applicable Acts, Policies, Guidelines, Standards and Requirements of all required approval agencies.

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

- (f) Prior to the issuance of any Certificate of Conditional Approval for this subdivision, all relevant storm/drainage and SWM servicing works, including major and minor storm flow routes and the Old Victoria SWMF # 1 (to be constructed by the City), for the subject lands must be completed and operational, in accordance with approved design criteria and accepted drawings, all to the specifications and satisfaction of the City.



File Number: 39T-13502

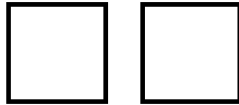
Add the following new Special Provisions:

- # The Owner shall develop the proposed plan of subdivision in accordance with the Design and Construction of Stormwater Management Facilities, Policies and processes identified in Appendix 'B-1' and 'B-2' Stormwater Management Facility "Just in Time" Design and Construction Process adopted by Council on July 30, 2013 as part of the Development Charges Policy Review: Major Policies Covering Report.
- # Prior to the issuance of any Certificates of Conditional Approval, the Owner shall have all Low Impact Development System (LIDS) features installed and operational in this Plan to accommodate the storm servicing design in accordance with the accepted servicing drawings and the accepted Stormwater Management Report to the specifications and satisfaction of the City.
- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall have its Professional Engineer submit a monitoring and maintenance strategy to the City for review and acceptance outlining a program for the monitoring and maintenance of the low impact development features in this Plan, all to the satisfaction of the City and at no cost to the City. This strategy is to be in accordance with the "Low Impact Development Stormwater Management Practice Inspection and Maintenance Guide" prepared by Toronto and Region Conservation Authority.
- # Prior to assumption, the Owner shall complete the following, at no cost to the City, all to the satisfaction of the City Engineer:
 - i) Operate, maintain, inspect, monitor and protect the low impact development features, including correcting any deficiencies as soon as they are detected, in accordance with the accepted maintenance and monitoring program; and
 - ii) Have its consulting professional engineer submit monitoring reports in accordance with the accepted maintenance and monitoring program.
- # Prior to assumption of this Plan, the Owner shall have his professional engineer certify to the City that all low impact development features in this Plan are constructed and operational in accordance with the Ministry of Environment's Environmental Compliance Approval, the accepted servicing drawings and the Stormwater Management Report, to the satisfaction of the City and at no cost to the City. Where the above cannot be met, the Owner shall correct deficiencies as soon as they are detected or provide alternative measures that comply with the said accepted design requirements to the satisfaction of the City, at no cost to the City.
- # The Owner shall provide all adequate easements, internal and external to this Plan, if required, at no cost to the City in relation to the stormwater/drainage and SWM servicing works of the subject lands, all to the satisfaction of the City Engineer. This also includes any required easements for any storm servicing options to provide for a storm outlet for the minor and major storm systems from the lands located on the southwest of Hamilton Road, 1990 Commissioners Road East and 1697 Hamilton Road, to the proposed Old Victoria SWM Facility # 1 (to be constructed by the City), all to the satisfaction of the City Engineer.

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 South Thames Subwatershed, and outlet them to the Thames River via the proposed regional Stormwater Management (SWM) Facility (Old Victoria SWM # 1), to be constructed by the City.

The storm sewers required in conjunction with this Plan shall be sized to



File Number: 39T-13502

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.

~~(j) The Owner shall register on title of Block _____ in this Plan and include in the Purchase and Sale Agreement, a covenant that the owner of Block _____ in this Plan shall be responsible for installing a sanitary private drain connection, at the owner's expense, from the said block to the proposed municipal sanitary sewer to the (North, South, East, West) of this Block in City owned lands _____ described _____, or an alternative sanitary outlet, to the satisfaction of the City Engineer, at no cost to the City, should the said block not be developed in conjunction with or serviced through other lands to the east of this block intended to be jointly developed as a school.~~

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

(o) 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 750 mm diameter sanitary sewer on Hamilton Road.

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.

Add the following new Special Provisions:

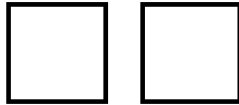
- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct any new services and make adjustments to any existing works and services on Hamilton Road, adjacent to this Plan to accommodate the proposed works and services on this street to accommodate this Plan (eg. private or municipal services, street light poles, 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.
- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct the storm outlet for this Plan across Hamilton Road and through an easement to the proposed Old Victoria SWM # 1 Facility to be built by the City as per the accepted engineering drawings, to the satisfaction of the City.
- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct and maintain storm servicing and associated works to provide drainage for 1990 Commissioners Road East, as per the accepted engineering drawings, all to the satisfaction of the City, at no cost to the City.

25.9 WATER SERVICING

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

(d) Prior to the issuance of any Certificates of Conditional Approval, the Owner shall install and commission the accepted water quality measures required to maintain water quality within the water distribution system during build-out, all to the satisfaction of the City Engineer, at no cost to the City. The measures which are necessary to meet water quality requirements, including their respective flow settings, etc. shall be shown clearly on the engineering drawings.

Add the following new Special Provisions:



File Number: 39T-13502

- # The Owner shall ensure implemented water quality measures shall remain in place until there is sufficient occupancy demand to maintain water quality within the Plan of Subdivision without their use. The Owner is responsible to meter and pay the billed costs associated with any automatic flushing devices including water discharged from any device from the time of their installation until removal/assumption. Any incidental and/or ongoing maintenance of the automatic flushing devices is/are the responsibility of the Owner.

- # The Owner shall ensure the limits of any request for Conditional Approval shall conform to the phasing plan as set-out in the accepted water servicing design study and shall include the implementation of the interim water quality measures. In the event the requested Conditional Approval limits differ from the phasing as set out in the accepted design study, and the watermains are no installed to the phase limits, the Owner would be required to submit revised plan and hydraulic modeling as necessary to address water quality.

- # 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 municipal system, namely, the future 200 mm diameter watermain on Oriole Drive and the future 200 mm diameter watermain on Doyle Drive;
 - ii) construct a temporary watermain along the temporary water corridor through Block 79 in this Plan and connect it to the existing 250 mm watermain on Hamilton Road, to the satisfaction of the City, at no cost to the City; and

- # Once Oriole Drive is constructed up to Hamilton Road in the adjacent plan of subdivision to the east and the ultimate watermain tie-ins are completed with the subdivision to the east, the Owner shall cut and cap the temporary watermain along the temporary road from the 250 mm diameter watermain on Hamilton Road and the watermain on Constance Avenue, to the satisfaction of the City Engineer, at no cost to the City.

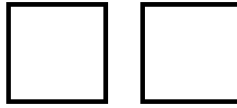
25.10 HYDROGEOLOGICAL WORKS

Remove Subsection 25.10 (c) and **replace** with the following:

- (c) The Owner shall adhere to the recommendations in the detailed hydro geological report prepared by its Professional Engineer, determining the effects of the construction associated with this subdivision on the existing ground water elevations and domestic or farm wells in the area and identify any abandoned wells in this Plan, assess the impact on water balance, recommendations for foundation design should high groundwater be encountered and any fill required in the plan and recommendations for implementation of Low Impact Development (LIDs) system, to the satisfaction of the City Engineer.

If necessary, the Owner’s Professional Engineer shall provide recommendations addressing any contamination impacts that may be anticipated or experienced as a result of the said construction as well as any recommendations regarding soil conditions and fill needs in the location of any existing watercourses or bodies of water on the site.

Prior to the issuance of any Certificate of Conditional Approval, the Owner’s



File Number: 39T-13502

Professional Engineer shall certify that any remedial or other works as recommended in the above accepted hydro geological report are implemented by the Owner, to the satisfaction of the City, at no cost to the City Engineer.

25.11 ROADWORKS

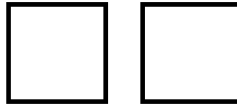
Remove Subsection 25.11 (b) and **replace** with the following:

- (b) The Owner shall construct or install, if necessary, all of the following required works to the specifications of the City and in accordance with the plans accepted by the City:
- (i) a road connection, including storm, sanitary and watermain connection where the temporary access road (Block 79) in this Plan connects with Hamilton Road, including all underground services and all related works as per the accepted engineering drawings;
 - (ii) install temporary street lighting on Hamilton Road at the temporary access road on Block 79;
 - (iii) construct a temporary left lane on Hamilton Road at the temporary access road on Block 79;
 - (iv) extend storm sewer across Hamilton Road and external lands to connect to the proposed SWM Facility to the east and all related works;

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 Hamilton Road 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.

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



File Number: 39T-13502

drawings for this Plan of Subdivision, and shall become a requirement of the said drawings.

Remove Subsection 25.11 (q) (ii), (iii) and (iv) as there are no traffic calming circles, etc. in this Plan:

- (q) 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 notify the purchasers of all lots abutting the traffic calming circle(s) in this Plan 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 Street 'C' (Oriole Drive) 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 25.11 (r) and **replace** with the following:

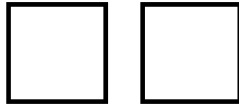
- (r) The Owner shall direct all construction traffic including all trades related traffic associated with installation of services and construction of dwelling units in this Plan to access the site from the temporary access road via Hamilton Road.

Add the following new Special Provisions:

- # The Owner shall construct a parking bay on Oriole Drive in accordance with the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
- # Barricades are to be maintained at the limits of streets in this Plan until assumption of this Plan of Subdivision or as otherwise directed by the City. At the time of assumption of this Plan or as otherwise directed by the City, the Owner shall remove the barricades and any temporary turning circles, restore the boulevards and complete the construction of the roadworks within the limits of both temporary turning circles, to the specifications of the City, all at no cost to the City.

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.

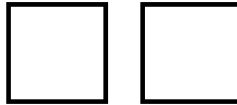
- # The Owner shall be required to make minor boulevard improvements on Hamilton



File Number: 39T-13502

Road 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.
- # ~~The Owner shall deed Block 79 to the City containing the temporary access road as ultimate servicing will remain over this block to service lands east of Hamilton Road.~~
- # Prior to the issuance of a Certificate of Conditional Approval, the Owner shall construct and maintain a temporary emergency access over Block 79 to Hamilton Road, including a temporary left turn lane on Hamilton Road, as per the accepted engineering drawings, with the understanding that this temporary access is to be closed to the satisfaction of the City Engineer upon development of abutting lands and the creation of a permanent alternative public road access (Oriole Drive). This temporary emergency access is to be constructed and maintained by the Owner to the specifications and satisfaction of the City Engineer and at no cost to the City.
- # The Owner shall provide sufficient security for the future removal of this emergency access and all restoration costs associated with the removal once a second access for this subdivision is available, all to the satisfaction of the City Engineer.
- # Prior to the issuance of a Certificate of Conditional Approval, the Owner shall install temporary street lighting at the intersection of Hamilton Road and on the temporary access road, to the satisfaction of the City, at no cost to the City.
- # Prior to the issuance of a Certificate of Conditional Approval, the Owner shall construct a temporary left turn lane on Hamilton Road at the temporary access road (Block 79) as per the accepted engineering drawings, to the satisfaction of the City Engineer, at no cost to the City.
- # The Owner acknowledges that the City, in accordance with the City's current Growth Management Implementation Strategy (GMIS) is constructing Old Victoria SWMF # 1. The Owner shall co-operate and co-ordinate with the City, as necessary, to complete the project, including providing access to their lands and easements as necessary. Access over Parts 1, 2 and 10 of Plan 33R-_____ (SWMF) shall be restricted while the City is constructing the Old Victoria SWMF # 1. Permission shall be required from the City for access prior to the construction of the storm outlet for this Plan, to the satisfaction of the City.
- # The Owner shall remediate the Old Victoria SWMF # 1 access to equal or better condition, as necessary, for construction of the storm outlet to serve this Plan, to the satisfaction of the City, at no cost to the City.
- # Should the Owner proceed with the construction of the storm outlet and sanitary sewer for this Plan, east of Hamilton Road, prior to the City constructing the Old Victoria SWMF # 1 and prior to the issuance of a Certificate of Conditional Approval, the Owner shall construct a granular surface maintenance access (to service the storm sewer and sanitary outside of this Plan) over lands external to this Plan, to the satisfaction of the City Engineer, at no cost to the City.
- # In conjunction with the registration of this Plan, the Owner shall make all necessary arrangements to provide a multi-purpose easement to the City in relation to the sanitary sewer, storm sewer and maintenance access external to this Plan, to the satisfaction of the City Engineer and at no cost to the City.



File Number: 39T-13502

- # The Owner shall maintain the storm sewer, sanitary sewer and temporary maintenance access (to service the storm sewer and sanitary sewer) over lands external to this Plan as required herein until the said sewer and maintenance access are assumed by the City, all to the satisfaction of the City Engineer and at no cost to the City.
 - # The Owner acknowledges that access to Hamilton Road serving the subject lands is to be temporary until access can be provided through the lands to the east. At such time, the Owner shall terminate access to Hamilton Road and restore the land to a condition satisfactory to the City Engineer at no cost to the City.
 - # The Owner shall indemnify and save harmless the City from any damages or claims arising out of or alleged to have arisen out of the use of the interim access road across City owned lands between the east leg of Constance Avenue and Hamilton Road.
 - # Following the assumption of Constance Avenue, the Owner shall maintain the temporary access road in a condition satisfactory to the City, in order to allow access to the subdivision until the temporary access road is no longer required, all to the satisfaction of the City and at no cost to the City.
- Furthermore, the Owner shall contract with the City for the winter maintenance of the temporary access road until the temporary access road is no longer, to the satisfaction of the City.
- # The Owner shall include in all Agreements of Sale and/or Lease for all Lots within this Plan a covenant by the purchaser or transferee to observe and comply with the following:
 - Temporary access to Hamilton Road via Block 79 shall remain in place until adjacent lands to the east develop and a permanent access to Hamilton Road is in place, at which time the temporary access road will be closed.
 - # Prior to the removal and restoration of the existing temporary access road between Constance Avenue and Hamilton Road, the Owner shall have its Professional Engineer notify in writing all affected property owners of these proposed works on existing City lands in conjunction with this subdivision in accordance with the City’s policy on “Guidelines for Notification to Public for Major Construction Projects.” The notification is to also advise the affected property owners of the closure of the temporary access road and the permanent access road to Hamilton Road this subdivision.
 - # The Owner shall construct the driveways for each Lot in compliance with the approved on street parking plan for this subdivision, attached as **Schedule “N”** to this Agreement and in compliance with the City’s Zoning By-law. Prior to assumption of the subdivision by the City, the Owner shall have its Professional Engineer/Surveyor certify for each Lot to the satisfaction of the City that the location and width of the as built driveways complies with the approved parking plan and is in compliance with the City’s Zoning By-law. Further, the Owner shall rectify any deficiencies identified by the Professional Engineer/Surveyor at no costs to the City.

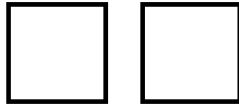


File Number: 39T-13502

25.12 PARKS

Add the following clause:

- # Within one (1) year of registration of the plan, the Owner shall prepare and deliver to all homeowners adjacent to Open Space lands, an education package which explains the stewardship of natural areas, 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.



File Number: 39T-13502

SCHEDULE “C”

This is Schedule “C” to the Subdivision Agreement dated this _____ day of _____, 2017, between The Corporation of the City of London and Thames Village Joint Venture Corporation to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Street ‘C’ shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 21.5 metres.
- Street ‘B’ shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
- Street ‘A’ (west of Street ‘C’ to Street ‘B’) shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 19 metres
- Street ‘A’ (east of Street ‘C’), Street ‘D’ and Street ‘E’ shall have a minimum road pavement width (excluding gutters) of 6.0 metres with a minimum road allowance of 18 metres

Sidewalks

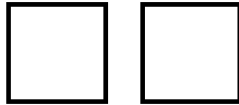
A 1.5 metre (5 foot) sidewalk shall be constructed on both sides of Street ‘C’.

A 1.5 metre (5 foot) sidewalk shall be constructed on one side of

- (i) Street ‘A’ – inside boulevard (east boulevard)
- (ii) Street ‘B’ – south boulevard
- (iii) Street ‘E’ – west boulevard

Pedestrian Walkways

There are no walkway in this Plan.



File Number: 39T-13502

SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2017, between The Corporation of the City of London and Thames Village Joint Venture Corporation 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:

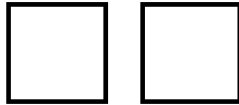
- 0.3 metre (one foot) reserves: Blocks 83, 84, 85, 86 and 87
- Road Widening (Dedicated on face of plan): NIL
- Walkways: NIL
- 5% Parkland Dedication: Cash payment in lieu of the 5% parkland dedication pursuant to City of London By-law C.P.-9.
- Dedication of land for Parks in excess of 5%: NIL
- Stormwater Management: NIL
- Open Space: Blocks 74 and 75
- Ultimate Servicing/Temporary Access: Block 79

~~LANDS TO BE SET ASIDE FOR SCHOOL SITE:~~

School Site: _____ NIL

LANDS TO BE HELD FOR FUTURE DEVELOPMENT BY THE CITY:

Future access/road to lands west of this Plan: Blocks 81 and 82



File Number: 39T-13502

SCHEDULE “E”

This is Schedule “E” to the Subdivision Agreement dated this _____ day of _____, 2017, between The Corporation of the City of London and Thames Village Joint Venture Corporation 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:	\$ 512,644
BALANCE PORTION:	<u>\$2,904,984</u>
TOTAL SECURITY REQUIRED	
\$3,417,628	

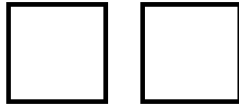
The Cash Portion shall be deposited with the City Treasurer prior to the execution of this Agreement.

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.



File Number: 39T-13502

SCHEDULE "F"

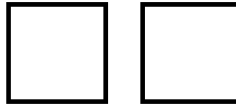
This is Schedule "F" to the Subdivision Agreement dated this _____ day of _____, 2014, between The Corporation of the City of London and Thames Village Joint Venture Corporation to which it is attached and forms a part.

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) East of Hamilton Road for sanitary sewer and storm servicing and outlet, if necessary
 - (ii) Temporary ditch inlet catchbasin and associated works for drainage of 1990 Commissioners Road East

Road Easements:



File Number: 39T-13502

Schedule "B"
Related Estimated Costs and Revenues

1691, 1738, 1742 Hamilton Road and Commissioners Road East - Thames Village Joint Venture
 Subdivision Agreement
 39T-13502

Related Estimated Costs and Revenues

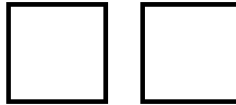
Estimated DC Funded Servicing Costs	Estimated Cost (excludes HST)
Claims for developer led construction from CSRF - Storm sewer oversizing (DC14-MS01001)	\$394,172.80
TOTAL	\$394,173
Estimated Total DC Revenues	Estimated Revenue
CSRF	\$1,980,052
UWRF	\$177,901
TOTAL	\$2,157,953

- 1 Estimated Costs are based on approximations provided by the applicant and include engineering, construction and contingency costs without HST. Final claims will be determined based on actual costs incurred in conjunction with the terms of the final subdivision agreement and the applicable By-law.
- 2 Estimated Revenues are calculated using 2017 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.

May 11 / 2017
 Date

Reviewed by:

 Matt Feldberg
 Manager, Development Finance



File Number: 39T-13502

Schedule "C"
Source of Financing

Chair and Members
Planning and Environment Committee

#17100
May 23, 2017
(39T-13502)

RE: Subdivision Special Provisions - 1691, 1738, 1742 Hamilton and Commissioners Rd. E. -
Thames Village Joint Venture
(Subledger SWM17004)
Capital Project ES5429 - Storm Sewer Internal Oversizing Subsidy

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCE 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, Planning and City Planner, the detailed source of financing for this project is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed to Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Construction	\$4,597,640	\$2,591,765	\$401,110	\$1,604,765
NET ESTIMATED EXPENDITURES	<u>\$4,597,640</u>	<u>\$2,591,765</u>	<u>\$401,110</u> 1)	<u>\$1,604,765</u>
<u>SOURCE OF FINANCING:</u>				
Drawdown from Sewage Works Reserve Fund	\$25,300	\$14,262	\$2,207	\$8,831
Drawdown from City Services - Mjr SWM Reserve Fund (Development Charges)	2) 4,572,340	2,577,503	398,903	1,595,934
TOTAL FINANCING	<u>\$4,597,640</u>	<u>\$2,591,765</u>	<u>\$401,110</u>	<u>\$1,604,765</u>

Financial Note

Contract Price	\$394,173
Add: HST @13%	51,242
Total Contract Price Including Taxes	445,415
Less: HST Rebate	44,305
Net Contract Price	<u>\$401,110</u>

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

JG



 Jason Senese
 Manager of Financial Planning & Policy