

File Number: 39T-08507

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: WICKERSON HILLS DEVELOPMENT INC. WICKERSON HILLS SUBDIVISION – PHASE TWO 39T-08507 MEETING ON JULY 31, 2017

RECOMMENDATION

That, on the recommendation of the Manager, Development Planning, the following actions be taken with respect to entering into a subdivision agreement between The Corporation of the City of London and Wickerson Hills Development Inc. for the subdivisions of land over Part of Lot 48, Concession 1, (Geographic Township of Westminster), City of London, County of Middlesex, situated on the west side of Wickerson Road, between Southdale Road West and Byron Baseline Road, municipally known as 2332 Wickerson Road.

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Wickerson Hills Development Inc. for the Wickerson Hills Subdivision, (39T-08507) attached as Schedule “A”, **BE APPROVED**;
- (b) the applicant **BE ADVISED** that, 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.

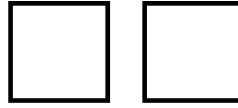
BACKGROUND

The subject site is approximately 9.9 hectares of a larger parcel which is 12.1 hectares in size. The surrounding lands are comprised predominantly of low density residential uses to the north, agricultural uses to the south and east, and recreational open space lands (London Ski Club) to the west.

The original application for draft plan of residential subdivision and Zoning By-law amendment for 13 single detached residential blocks, two (2) multi-family, medium density residential blocks and an open space block, was accepted by the City on June 6th, 2003. Draft Approval was granted on June 4th, 2004 and this decision was appealed by an area land owner, expressing concerns regarding the availability of a proper outlet for the discharge of stormwater from development in the area. On January 27, 2005, the OMB issued its decision in favour of the development, subject to revised conditions of Draft Approval.

In December, 2006, the applicant submitted an application for revisions to the Draft Approval. On November 20th, 2007, City Council recommended approval of the revised plan (as red-line amended) to the Ontario Municipal Board. Draft approval of the subdivision lapsed during the time the revised draft plan was being considered by the Board.

The Municipal Class EA for proposed Storm Drainage and Stormwater Management Works for the Wickerson Road Development Area, completed in 2008, identified SWM Facility S-B, approximately



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33 hectares including this Plan and Wickerson Woods (39T-00519) to the north. The sanitary outlet for this plan is through the Wickerson Woods plan (39T-00519) to the north and through an external sanitary sewer easement to be established across the London Ski Club lands to connect into Ski View Road.

In November 2008, the applicant submitted a new subdivision application based on the plan that was recommended for approval by Council in 2007. This application was presented to a public participation meeting of Planning Committee on June 1, 2009. A Zoning By-law amendment was adopted by Council and the plan of subdivision was draft approved on July 8th, 2009.

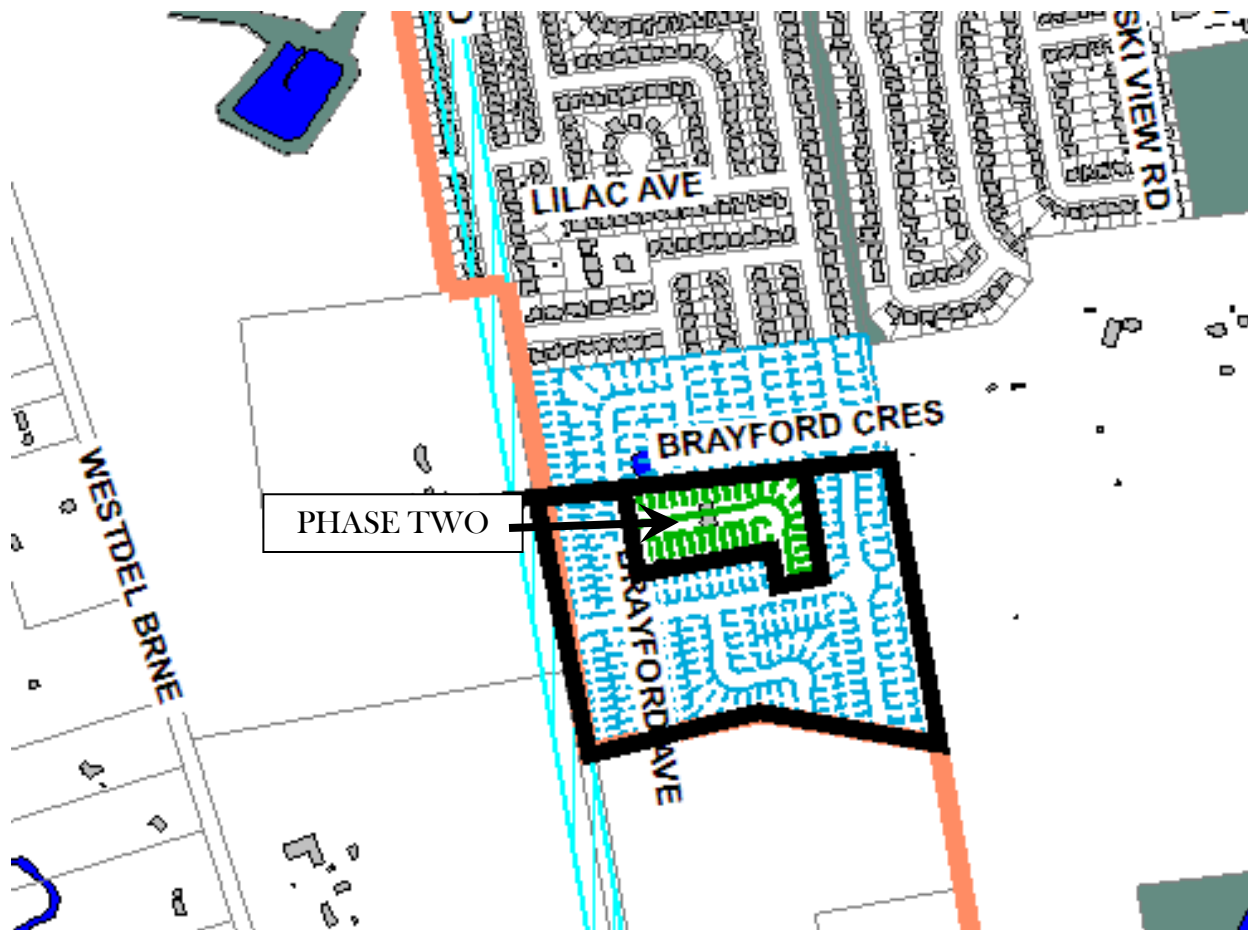
Since that time the following extensions have been granted for this draft plan of subdivision:

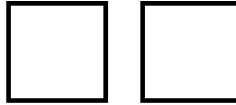
- June 28, 2012 - Administrative extension
- November 8, 2012 - Three (3) year extension
- October 21, 2015 - Administrative extension

A report was tabled at the Planning and Environment Committee on April 22, 2016 recommending a further one (1) year extension of the draft approval to permit time to register phase one, with the ability to grant a further two (2) year extension administratively subject to registering a phase of development. This was granted May 6, 2016.

Phase one was registered on May 1, 2017. These proposed special provisions are for phase two. The Development Services Division has reviewed these special provisions with the Owner who is in agreement with them.

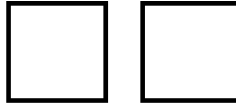
This report has been prepared in consultation with the City's Solicitors Office.





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Following approval of Phase 1 of this subdivision, an extension of the 450 mm watermain to the south limit of the development along Wickerson Rd. was identified during the initial phases of the Southdale Road West Environmental Assessment project. The developer agreed to change the size of the previously approved watermain from a local sized pipe to the 450 mm. The high-level watermain works were identified in the 2014 DC study and will help complete the loop in this area of London providing additional security of supply to the Wickerson High Level area. Installing the watermain as part of this development reduces the scope of construction work in the anticipated Wickerson Rd. upgrade project.

The anticipated reimbursements from the Fund are:

- (i) for the construction of eligible watermains on Wickerson Road in conjunction with this Plan, an estimated cost of which is \$61,464, excluding HST, limited to this maximum amount; and
- (ii) for the engineering costs related to the watermain on Wickerson Road in conjunction with this Plan, an estimated cost of which is \$6,146, excluding HST, limited to this maximum amount;

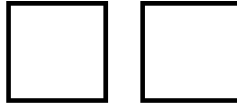
The Capital Works Budget claim from the Transportation budget is required for Wickerson Road adjustments. The road adjustments are necessary correct the alignment. The improvements will provide improved driver guidance and safety, as well as facilitate more cost effective winter road operations.

The anticipated reimbursements from the Capital Budget are:

- (i) For the cost of reconstruction of Wickerson Road, the estimated cost of which is \$75,559, excluding HST limited to this maximum amount, and
- (ii) For the cost of engineering for the reconstruction of Wickerson Road, the estimated cost of which is \$13,233, excluding HST, limited to this maximum amount.

PREPARED BY:	RECOMMENDED BY:
ALANNA RILEY, MCIP, RPP SENIOR PLANNER DEVELOPMENT SERVICES DIVISION	LOU POMPILLII, MPA, RPP MANAGER, DEVELOPMENT PLANNING DEVELOPMENT SERVICES
CONCURRED BY:	SUBMITTED BY:
PAUL YEOMAN, RPP, PLE DIRECTOR, DEVELOPMENT SERVICES	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL

AR/fg
Attach.



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<p>Schedule "A" SPECIAL PROVISIONS</p>
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5. STANDARD OF WORK

Remove Subsection 5.7 as there are no rear yard catchbasins.

~~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 _____ 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.~~

16. PROPOSED SCHOOL SITES

Remove Subsection 16.3 as there are no school sites 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.~~

25.1 STANDARD REQUIREMENTS

Remove Subsection 25.1 (h) as there are no walkways in this plan of subdivision.

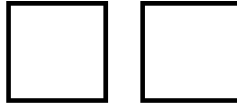
~~(h) Prior to the issuance of a Certificate of Conditional Approval, or as otherwise agreed to by the City, the Owner shall construct a chain link fence without gates, adjacent to the walkway(s) (Block(s) _____) in accordance with City Standard No. SR-7.0.~~

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

(j) Prior to the issuance of any Certificate of Conditional Approval, the Owner shall remove any temporary works, including but not limited to, erosion and sediment control measures, temporary hickenbottom, sanitary pdc, etc., within 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.

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

(k) Prior to the issuance of any Certificate of Conditional Approval, the Owner shall decommission any abandoned infrastructure, including but not limited to, septic system, sanitary pdc, access, pool, etc., at no cost to the City, including cutting the water service and capping it at the watermain, all to the specifications and satisfaction of the City.



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Add the following new Special Provisions:

- # Prior to the issuance of a Certificate of Conditional Approval, the servicing for adjacent lands to the north and south must be constructed and operational, to the satisfaction of the City.
- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall remove or demolish any structures that exists on the subject lands, to the satisfaction of the City, at no cost to the City.
- # Prior to Final Approval, the Owner shall make all necessary arrangements with any required owner(s) to have any existing easement(s) in this plan quit claimed to the satisfaction of the City and at no cost to the City. The Owner shall protect any existing 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 municipal or private services from the said easement and the appropriate municipal services and/or private services are installed and operational, the Owner shall make all necessary arrangements to have any section(s) of easement(s) in this plan, quit claimed to the satisfaction of the City, at no cost to the City.

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

“Purchasers/tenants are advised that for all residential units that students may be accommodated in temporary facilities and/or bused outside the neighbourhood for their education.”

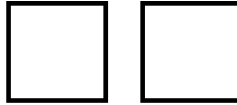
- # The following warning clause shall be included in all Agreements of Purchase and Sale or Lease for all Lots within this Plan:

“Purchasers/tenants are advised that despite the inclusion of noise control features in the developments and within the building units, sound levels due to the adjacent recreational activities within the London Ski Club may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality’s and the Ministry of the Environment’s noise criteria.”

- # The Owner shall include in all Agreements of Purchase and Sale before any purchaser is bound thereby the following noise and light impact statement:

“Warning: Boler Mountain owns the adjacent lands to the east from which it operates a community recreational facility which includes a snow centre, mountain bicyclepark, aerial adventure park and other activities (the “Facilities”). The operations of Boler Mountain include night time use of the snow centre by its guests, as well as all night snow production and slope grooming and maintenance by Boler employees. There may be alterations to the Facilities in the future including the possibility that Boler Mountain may expand its recreational operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and light attenuating measures in the design of the development and individual dwelling(s).

The Transferees of the lots on Registered **33M-_____** acknowledge that noise, snow, dust and light emanating from the recreational operations on those lands owned by Boler Mountain and described as part of Lot 46, 47 and 48, Concession 1, London/Westminister, being PIN’s 08420-0185, 08420-0184, 08420-0019 and 08420-020 County of Middlesex, may be of concern, occasionally interfering with some enjoyment of residential activities. Boler Mountain will not be responsible for any complaints or claims arising from use of such Facilities and/or operations on its lands. The Transferees agree not to object to or attempt to restrain the use of the said lands by Boler Mountain in the operation of its recreational Facilities and activities.



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

“The City of London assumes no responsibility for noise issues which may arise from existing or increased activities within the adjacent London Ski Club recreational facility as it relates to interior or exterior living areas within this development. The City of London will not be responsible for constructing any form of noise mitigation for this development.”

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 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 watermains on Wickerson Road in conjunction with this Plan, an estimated cost of which is \$61,464, excluding HST, limited to this maximum amount; and
- (ii) for the engineering costs related to the watermain on Wickerson Road in conjunction with this Plan, an estimated cost of which is \$6,146, excluding HST, limited to this maximum amount;

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.

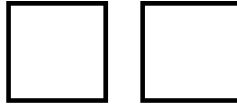
Any funds spent by the Owner pending future budget approval (as in the case of insufficient capital budget described above), shall be at the sole risk of the Owner pending Council approval of sufficient capital funds to pay the entire claim.

Add the following new Special Provisions:

- # If the Owner alleges an entitlement to any reimbursement or payment from the City's Capital Works Budget 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 Capital Works Budget.

The anticipated reimbursements from the Budget are:

- For the cost of reconstruction of Wickerson Road, the estimated cost of which is \$75,559, limited to this maximum amount, and



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- For the cost of engineering for the reconstruction of Wickerson Road, the estimated cost of which is \$13,233, limited to this maximum amount
- # Upon approval of an application for a claim to the City's Capital Works Budget, the City shall pay the approved claim in full to the Owner in accordance with the then in force policies established thereunder

25.7 STORM WATER MANAGEMENT

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

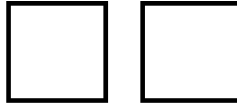
- (a) The Owner shall have its Professional Engineer supervise the construction of the stormwater servicing works, including any temporary works, in compliance with the drawings accepted by the City Engineer, and according to the recommendations and requirements of the following, all to the satisfaction of the City Engineer:
 - i) The SWM criteria and environmental targets for the Dingman Creek Subwatershed Study Update (DCSS4 2005) and any addendums/amendments;
 - ii) The accepted Municipal Class Environmental Assessment (EA) Schedule 'B' for Storm/Drainage and Stormwater Management (SWM) Servicing Works for Wickerson Road Development Area (2008) and any addendums/amendments;
 - iii) The approved Wickerson Road SWM Facility SB Functional Design Report (AECOM August 2014) and any addendums/amendments;
 - 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 Wickerson SB Regional SWM Facility (constructed by the City) and major and minor storm flow routes, 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.

Add the following new Special Provisions:

- # The Owner shall register against the title of Lots 13 and 14 in this Plan and shall include in the Agreement of Purchase and Sale for the transfer of each of the said Lots, that an overland flow route is located on the said Lots, and obtain a covenant by the purchaser or



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transferee to observe and comply with the following:

- i) The purchaser or transferee shall not alter or adversely affect the said overland flow route on the said Lots as shown on the accepted lot grading and servicing drawings for this subdivision.

The Owner further acknowledge that no landscaping, vehicular access, parking access, works or other features shall interfere with the above-noted overland flow route, grading, or drainage.

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 Dingman Creek Subwatershed, and connect them to the City's existing storm sewer system being the proposed 750 mm diameter storm sewer on Brayford Avenue and the 600 mm diameter storm sewer on Tibet Butler Boulevard outletting to Dingman Creek via the existing Regional Wickerson Stormwater Management Facility SWMF # S-B located to the south and external to this plan.

Remove Subsection 25.8 (e) as there are no park/school blocks in this plan.

- (e) ~~Where required, storm and sanitary sewer easements on park/school blocks shall be to the satisfaction of the City and the appropriate school board. Maintenance access requirements shall be provided to the satisfaction of the City Engineer.~~

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

- ~~(j) The Owner shall register on title of Block [redacted] in this Plan and include in the Purchase and Sale Agreement, a covenant that the owner of Block [redacted] 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 [redacted] described [redacted], 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 200 mm diameter sanitary sewer on Tibet Butler Boulevard and the 200 mm diameter sanitary sewer on Brayford Avenue.

Add the following new Special Provisions:

- # The Owner shall remove the temporary DICBS, etc. and the existing easements on Lots 1, 6 and 7 may be quit claimed, all to the satisfaction and specifications of the City Engineer and at no cost to the City.

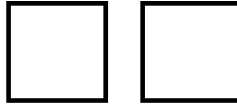
25.9 WATER SERVICING

Remove Subsection 25.9 (b) as it is only applicable to Blocks in a plan.

- ~~(b) Prior to the approval of the water service connection by the City Engineer and the issuance of a building permit, the Owner shall refrain from installing water service to any Block Lot.~~

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

- (d) Prior to the issuance of any Certificates of Conditional Approval, the Owner shall install and



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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:

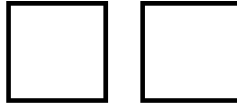
- # The Owner shall ensure the implemented water quality measures shall remain in place until there is sufficient occupancy demand to maintain water quality within the Plan of Subdivision without their use. The Owner is responsible to meter and pay the billed costs associated with any automatic flushing 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 high-level municipal system, namely, the existing 200 mm diameter watermain on Brayford Avenue and the 200 mm diameter watermain on Tibet Butler Point both in Phase 1 of this plan; and
 - ii) Have their consulting engineer confirm to the City that the watermain system has been constructed, is operational, and is looped from the watermain on Brayford Avenue through this Plan to Tibet Butler Point.
- # At the time the Owner submits the “as-constructed” drawings to the City, the 450 mm diameter watermain on Wickerson Road shall be identified, all to the specifications and satisfaction of the City Engineer.

25.11 ROADWORKS

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

- (b) 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 Brunson Way in this plan connects with Tibet Butler Point in Plan 33M-_____, including all underground services and all related works as per the accepted engineering drawings;
 - (ii) a fully serviced road connection where Brunson Way in this plan connects with Brayford Avenue in Plan 33M-_____, 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 Brayford Avenue and Tibet Butler Boulevard 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



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

Remove Subsection 25.11 (n) as there are no pedestrian walkways in this plan.

~~(n) Prior to the issuance of any Certificate of Conditional Approval, concrete sidewalks shall be constructed on all pedestrian walkways shown in this plan in accordance with City Standard SR-7.0 and accepted design drawings and shall extend to the travelled portion of the streets connected by the walkway. Concrete drainage swales and chain link fence shall be provided in accordance with City standard SR-7.0 and accepted design drawings along both sides of such walkways for their entire length. Alternative concrete sidewalks with a flat cross-section, without swales, may be substituted upon approval of the City. Ornamental obstacle posts shall be provided in all walkways as required by the City.~~

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

~~(q) Where traffic calming measures are required within this Plan:~~

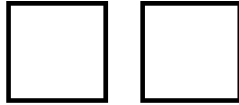
~~(i) The Owner shall erect advisory signs at all street entrances to this Plan for the purpose of informing the public of the traffic calming measures implemented within this Plan prior to the issuance of any Certificate of Conditional Approval in this Plan.~~

~~(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 (insert street names) in this Plan, and shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of the said Lots and Blocks, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Lots and Blocks away from the traffic calming measures on the said streets, including traffic calming circles, **raised intersections**, splitter islands and speeds cushions, to be installed as traffic control devices, to the satisfaction of the City Engineer.~~

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

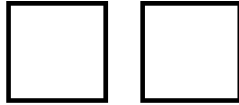


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- (r) The Owner shall direct all construction traffic including all trades related traffic associated with installation of services and construction of dwelling units in this Plan to access the site from Tibet Butler Point via Wickerson Road.

Add the following new Special Provisions:

- # The Owner shall be required to make minor boulevard improvements on Brayford Avenue and Tibet Butler Point 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 reconstruct the portion of Wickerson Road, from Tibet Butler Boulevard to the north limit of the plan, as per the accepted engineering drawings, all to the specifications and satisfaction of the City Engineer.



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SCHEDULE "C"

This is Schedule "C" to the Subdivision Agreement dated this _____ day of _____, 2017, between The Corporation of the City of London and Wickerson Hills Development Inc. to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

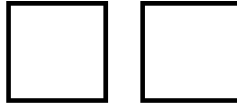
- Brunson Way shall have a minimum road pavement width (excluding gutters) of 7.0 metres (23') with a minimum road allowance of 19 metres (62')

Sidewalks

No sidewalks required in this plan.

Pedestrian Walkways

No walkways in this plan.



File Number: 39T-08507

SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2017, between The Corporation of the City of London and Wickerson Hills Development 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:

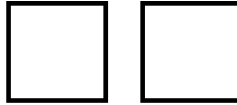
0.3 metre (one foot) reserves:	NIL
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	NIL
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

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

Temporary access:	NIL
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File Number: 39T-08507

SCHEDULE "E"

This is Schedule "E" to the Subdivision Agreement dated this _____ day of _____, 2017, between The Corporation of the City of London and Wickerson Hills Development 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:	\$ 92,829
BALANCE PORTION:	<u>\$ 526,031</u>
TOTAL SECURITY REQUIRED	\$ 618,860

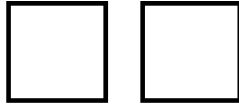
The Cash Portion shall be deposited with the City Treasurer prior to the execution of this agreement.

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-08507

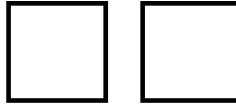
SCHEDULE "F"

This is Schedule "F" to the Subdivision Agreement dated this _____ day of _____, 2017, between The Corporation of the City of London and Wickerson Hills Development Inc. to which it is attached and forms a part.

Prior to the Approval Authority granting final approval of this Plan, the Owner shall transfer to the City, all external easements as prescribed herein. Furthermore, within thirty (30) days of registration of the Plan, the Owner shall further transfer all easements within this Plan to the City.

Multi-Purpose Easements:

No multi-purpose easements for servicing are required for this plan.



File Number: 39T-08507

Schedule "B"


Wickerson Hills Subdivision, Phase 2 - Wickerson Hills Development Inc.
Subdivision Agreement
39T-08507

Related Estimated Costs and Revenues

Estimated DC Funded Servicing Costs	Estimated Cost (excludes HST)
Claims for developer led construction from CSRF	
- Summercrest Growth Area - 138 m of 450 mm watermain - DC14-WD00022	\$61,464
- Summercrest Growth Area - engineering - DC14-WD00022	\$6,146
Claims for developer led construction from CWB	
- Wickerson Rd. Re-Alignment - TS1446-17	\$75,559
- Wickerson Rd. Re-Alignment - engineering- TS1446-17	\$13,233
Total	\$156,402
Estimated Total DC Revenues	Estimated Revenue
CSRF	\$922,216
UWRF	\$82,858
TOTAL	\$1,005,074

- 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.
- 4 The developer has agreed to extend the 450 mm watermain to the southern limits of the development. This work will allow the City to reduce the scope of construction for the high level watermain along Wickerson Rd. The upgrading of Wickerson Rd. from the south limit of this subdivision to Southdale Rd. and a compelled high level watermain loop are currently being explored through a Municipal Class EA.

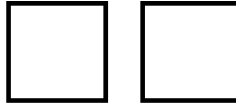
Reviewed by:



Matt Feldberg
Manager, Development Finance

July 20/2017

Date



File Number: 39T-08507

Schedule "C"
SOURCE OF FINANCING

Chair and Members
Planning and Environment Committee

#17148
July 31, 2017
(39T-08507)

RE: Subdivision Special Provisions - Wickerson Hills Development Inc.
Wickerson Hills Subdivision - Phase Two
Capital Project EW3652-2 - Wickerson High Level Watermain Phase Two Wickerson Road
Capital Project TS144617 - Road Networks Improvements (Main)

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, Development and Compliance Services and Chief Building Official, the detailed source of financing for this project is:

	Approved Budget	Revised Budget	Committed to Date	This Submission	Balance for Future Work
ESTIMATED EXPENDITURES					
EW3652-2-Wickerson High Level Wtrmn. Phase Two Wickerson Road					
Engineering		\$6,254		\$6,254	\$0
Construction	1,361,030	1,354,776		62,545	1,292,231
	1,361,030	1,361,030	0	68,799	1,292,231
TS144617-Road Networks Improvements					
Engineering	1,000,000	1,000,000	696,402	13,466	290,132
Construction	13,044,016	13,044,016	8,733,877	76,889	4,233,250
Construction (Dancor)	125,165	125,165	125,165		0
	14,169,181	14,169,181	9,555,444	90,355	4,523,382
NET ESTIMATED EXPENDITURES	\$15,530,211	\$15,530,211	\$9,555,444	\$159,154 1)	\$5,815,613
SOURCE OF FINANCING:					
EW3652-2-Wickerson High Level Wtrmn. Phase Two Wickerson Road					
Drawdown from City Services - Water Reserve Fund (Development Charges)	2) \$1,361,030	\$1,361,030		\$68,799	\$1,292,231
TS144617-Road Networks Improvements					
Capital Levy	4,166,525	4,166,525	4,166,525		0
Debenture By-law No. W.-5617-63	2,227,179	2,227,179			2,227,179
Federal Gas Tax	7,650,312	7,650,312	5,263,754	90,355	2,296,203
Other Contributions (Dancor)	125,165	125,165	125,165		0
	14,169,181	14,169,181	9,555,444	90,355	4,523,382
TOTAL FINANCING	\$15,530,211	\$15,530,211	\$9,555,444	\$159,154	\$5,815,613

1) Financial Note	EW3652-2		TS144617	
	Engineering	Construction	Engineering	Construction
Contract Price	\$6,146	\$61,464	\$13,233	\$75,559
Add: HST @13%	799	7,990	1,720	9,823
Total Contract Price Including Taxes	6,945	69,454	14,953	85,382
Less: HST Rebate	691	6,909	1,467	8,493
Net Contract Price	\$6,254	\$62,545	\$13,466	\$76,889

Financial Note continued..	TOTAL EW3652-2		TOTAL TS144617	
	Contract Price	\$67,610	\$88,792	
Add: HST @13%	8,789	11,543		
Total Contract Price Including Taxes	76,399	100,335		
Less: HST Rebate	7,600	9,980		
Net Contract Price	\$68,799	\$90,355		

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


Jason Senese
Manager of Financial Planning & Policy