

File Number: 39T-14501
F. Gerrits / C. Smith

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: 905 SARNIA INC. LAWSON MEADOWS SUBDIVISION – PHASE 2 39T-14501 MEETING ON SEPTEMBER 25, 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 905 Sarnia Inc. for the subdivision of land over Part of Lots 5, 6, 7 and 8, Registered Plan No. 48(C) and Part of the unnamed road allowance as shown on Registered Plan No. 49(C), City of London, County of Middlesex, situated on the west side of Lawson Road, between the Ontario and Quebec Railway and Coronation Drive, all east of Hyde Park Road and municipally known as 895 Sarnia Road.

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and 905 Sarnia Inc. for the Lawson Meadows Subdivision - Phase 2 (39T-14501) 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 Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

BACKGROUND

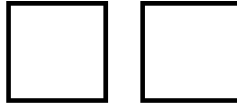
This application for Draft Plan of Subdivision Approval was accepted on July 28, 2014. It was circulated to the required agencies and municipal departments on July 30, 2014 and advertised in the Londoner on August 7, 2014. A notice of Public Meeting was advertised in the Londoner on March 5, 2015 and a notice of Public Meeting was sent out on March 5, 2015. The Public Meeting was held on March 23, 2015.

This is the second phase of the development. Phase 1 consisted of 39 single detached lots, 11 single detached part blocks and 2 park blocks and was registered as 33M-700.

This subdivision shall be registered in one phase consisting 65 single detached lots and Blocks 66 to 68 inclusive, Being 1 park block (Block 68) and 2 remnant blocks consisting of a future partial residential lot and a road allowance block.

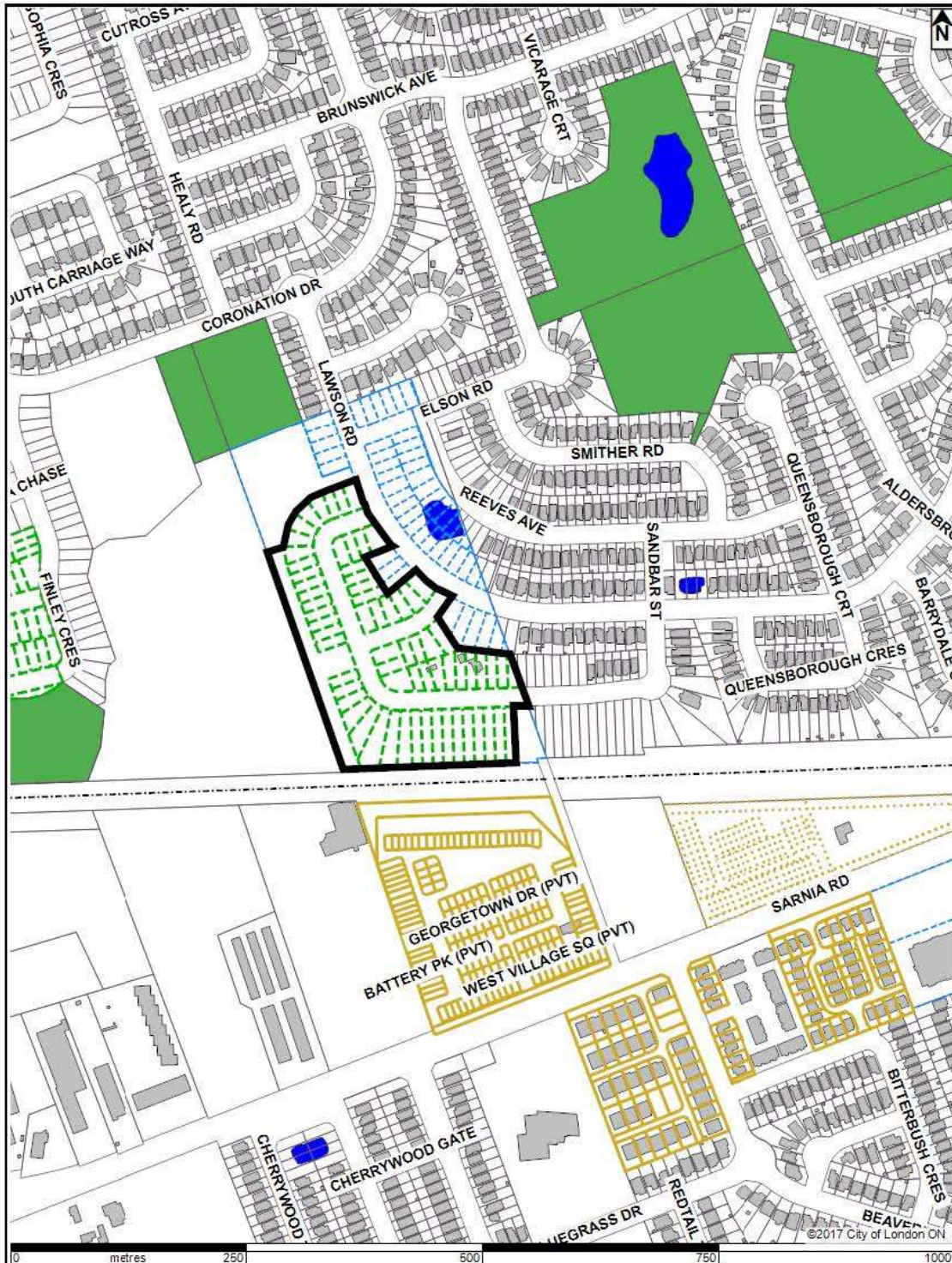
Development Services has reviewed these special provisions with the Owner who is in agreement with them.






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

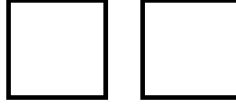


File Number: 39T-14501
F. Gerrits / C. Smith

Location Map

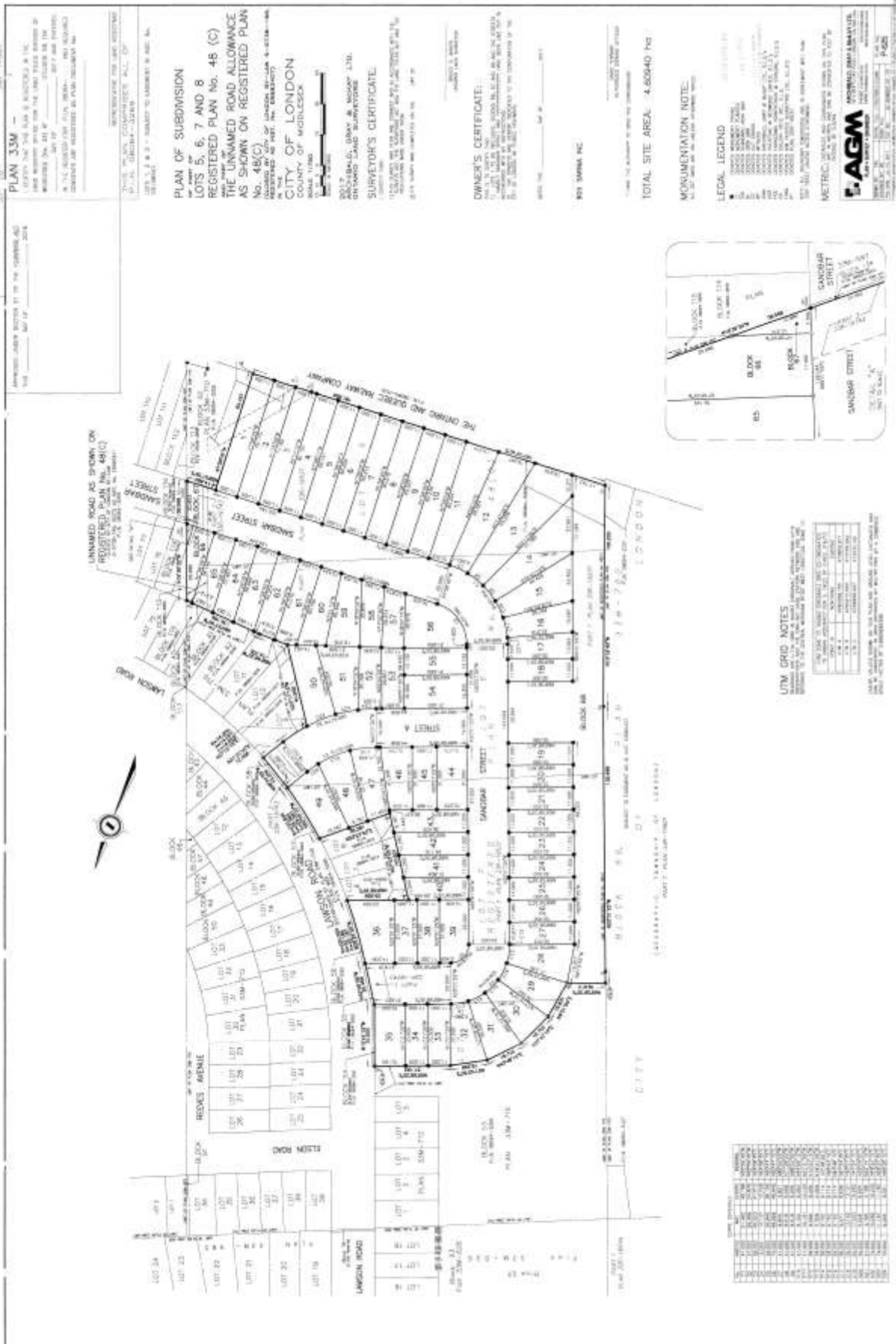


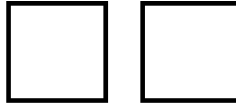
<p>LOCATION MAP</p> <p>Subject Site: 895 - 905 Sarnia Road Applicant: KIRKNESS CONSULTING INC. File Number: 39T-14501 Planner: Craig Smith Created By: Craig Smith Date: 2017-08-02 Scale: 1:5000</p>	<p>LEGEND</p> <ul style="list-style-type: none">  Subject Site  Parks  Assessment Parcels  Buildings  Address Numbers
<p>Corporation of the City of London Prepared By: Planning and Development</p>	



File Number: 39T-14501
F. Gerrits / C. Smith

Plan of Subdivision

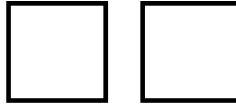




File Number: 39T-14501
F. Gerrits / C. Smith

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

/fg
Attach.
September 14, 2017



File Number: 39T-14501
F. Gerrits / C. Smith

<p>Schedule “A” SPECIAL PROVISIONS</p>
--

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 include in all Agreements of Purchase and Sale or Lease for Lots 4, 5, 7 and 8 in this Plan, which incorporate rear yard catchbasins, 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.

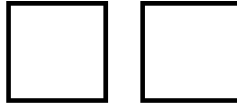
Add the following new Special Provision:

- #1 The Owner shall include in all Agreements of Purchase and Sale or Lease for Lots 51, 52, 58 and 59 in this Plan, which incorporate storm sewer 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 storm sewer located in the setback areas. This protects this sewer 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 to 16.9 as there are no school blocks in this Plan.

- ~~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 was waived as the case may be, to purchase the site for municipal purposes and may~~



File Number: 39T-14501
F. Gerrits / C. Smith

~~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 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 and the construction of utilities, roadways, foundation design, driveways and buildings on areas within this plan and the implementation of Low Impact Development solutions (LIDs) 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.

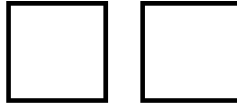
The Owner shall include in all Agreements of Purchase and Sale and Lease of each Lot within the Affected Lands, and shall include in the agreement of purchase and sale and in the transfer or deed of each Lot with the Affected Lands, a covenant by the purchase or transferee stating that the purchaser 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:

- #2 Prior to the issuance of any Certificate of Conditional Approval, the Owner’s Professional Engineer shall certify that any remedial or other works as recommended in the accepted geotechnical report are implemented by the Owner, to the satisfaction of the City, at no cost to the City Engineer.



File Number: 39T-14501
F. Gerrits / C. Smith

- #3 The Owner shall make 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 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.

- #4 The Owner shall make arrangements with the owner of lands to the east to combine Blocks 66 and 67 of this Plan, in conjunction with lands to the east in Plan M-597 to create a developable Blocks, all to the satisfaction of the City.

- #5 The Owner shall and include in all Purchase and Sale Agreements the requirement that the homes to be designed and constructed on Lots 35, 36, 39, 44, 49 and 54 in this Plan, are to have design features, such as but not limited to porches, windows or other architectural elements that provide for a street oriented design and limited chain link or decorative fencing along no more than 50% of the exterior sideyard abutting the exterior side yard road frontage. Further, the Owner shall obtain approval of their proposed design from the Manager of Development Services prior to any submission of an application for a building permit on these lots.

- #6 The Owner shall include the following clause to be registered on title:

All lots:

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

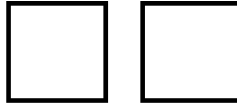
"Warning to Solicitors: Solicitors are advised to stress the importance of the above noted warning clause when advising their clients on the purchase of units in the subdivision."

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

- #7 The Owner shall erect and maintain a warning sign adjacent to the subdivision sign containing the following information;
- a) all Lots or Blocks may experience noise impacts from the operation of CP Rail; and
 - b) a statement that CP operates on a 24 hour basis.

- #8 The Owner shall include in all Purchase and Sale and/or Lease Agreements, for Lots 1 to 13, both inclusive, the following warning clause:

"The berm, fencing, and/or vibration isolation features installed on this Lot are not to be tampered with or altered, and further that the owner of the property shall have the sole responsibility for and shall maintain these features, and



File Number: 39T-14501
F. Gerrits / C. Smith

further acknowledges that the City of London shall have no responsibility for the maintenance, repair or replacement of any of these features.”

#9 The Owner shall include the following warning clauses to be registered on Title and in subsequent Offers of Purchase and Sale for lots 1-15:

“This dwelling unit has been supplied with a central air conditioning system which will allow window and exterior doors to remain closed, thereby ensuing that the indoor sound levels are within the Municipality’s and Ministry of Environment’s noise criteria.” (Note: The location and installation of the aire conditioning device should be done so as to minimize the noise impacts and comply with criteria o MOEE Publication NPC-216, Residential Air Conditioning Devices.)

“Purchasers/Tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing rail and road traffic 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.”

#10 The Owner shall include in all Purchase and Sale Agreements the requirement that the homes to be designed and constructed on lots 1-15 in this Plan shall include the installation of central air conditioning and EW5 construction rating (or equivalent) from foundation to rafters along with the installation of glazed windows for all building faces that have exposure to the CPR line.

Prior to the submission of any application for building permit, retain a qualified noise consultant to review the proposed building plans to ensure that the all building components are in compliance with the approved noise study for all affected units in order to achieve acceptable indoor sound levels. A Certificate of Compliance by the noise consultant shall be included in the submission of any building permit application for Lots 1-15 of this Plan. All required attenuation measure must be installed as per the recommendations of the noise study dated June 30, 2014 prepared by Development Engineering.

25.2 CLAIMS

Remove Section 25.2 in its entirety and **replace** with:

There are no eligible claims for works by the Owner paid for from a Development Charges Reserve Fund or Capital Works Budget included in this Agreement.

~~(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.~~

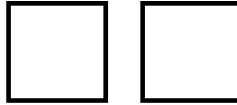
~~—The anticipated reimbursements from the development charge Reserve Funds are:~~

~~(i) for the construction of **XXXXXXXXXXXXXX**, the estimated cost of which is **\$**_____;~~

~~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.~~



File Number: 39T-14501
F. Gerrits / C. Smith

~~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.~~

- ~~(c) Upon approval of an application for a claim to a development charge Reserve Fund, the City shall pay the approved claim in full to the Owner subject to the limits of discussed above and in accordance with the Council approved "Source of Financing Report" and the then in force Development Charges By-law and any policies established thereunder.~~

25.6 GRADING REQUIREMENTS

Add the following new Special Provisions:

- #11 The Owner shall grade Block 52 in Plan 33M-710 in conjunction with this Plan, as per the accepted engineering drawings, to the satisfaction of the City.

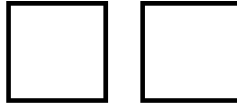
25.7 STORM WATER MANAGEMENT

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

- (a) The Owner shall have its Professional Engineer supervise the construction of the stormwater servicing works, including any temporary works, in compliance with the drawings accepted by the City Engineer, and according to the recommendations and requirements of the following, all to the satisfaction of the City Engineer:
- i) The SWM criteria and environmental targets for the Stanton Drain Subwatershed Study and any addendums/amendments;
 - ii) The approved Storm/Drainage and SWM Servicing Functional Report for the subject lands;
 - iii) The accepted Class Environmental Assessment (EA) for Storm Drainage and Stormwater Management Servicing Works for the Hyde Park Community Plan (2002) and any addendums/amendments;
 - iv) The approved Functional Stormwater Management Plan for the Regional Hyde Park South SWM Facility 1, prepared by Earth Tech Canada Inc. (March 2006), or any updated Functional Stormwater Management Plan;
 - v) The approved Functional Stormwater Management Plan for the Regional Hyde Park SWM Facility 1B1, prepared by AECOM (March 2010), or any updated Functional Stormwater Management Plan;
 - vi) The Stormwater Letter/Report of Confirmation for the subject development prepared and accepted in accordance with the file manager process;
 - 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.

Add the following new Special Provisions:

- #12 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install a stormceptor, headwall and any interim measures, including a maintenance access, on Block 68, all as shown on the accepted engineering drawings, all to the specifications and



File Number: 39T-14501
F. Gerrits / C. Smith

satisfaction of the City.

#13 Prior to assumption, the Owner shall install the proposed bioswale and associated works, as identified on the accepted engineering drawings, all to the satisfaction of the City

#14 The Owner shall include in all Agreements of Purchase and Sale and/or Lease for Lots 51, 52, 58 and 59 in this Plan, a covenant by the purchaser or transferee, giving notice that an overflow route is located between the said Lots and to observe and comply with the following:

“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 acknowledges that no landscaping, vehicular access, parking access, works or other features shall interfere with the above-noted overland flow route, grading or drainage, save and except for chain link fence.

#15 The Owner shall maintain the existing overland flow route between Lots 51, 52, 58 and 59 as per the accepted engineering drawings until assumption, to the satisfaction of the City Engineer.

#16 The Owner shall include in the Agreements of Purchase and Sale or lease and in the transfer of deed of Lots 51, 52, 58 and 59 in this Plan, a covenant by the purchaser or transferee stating that the purchaser or transferee of the said Lots to observe and comply with the City easements needed for the servicing of this Plan.

The Owner further acknowledges that no landscaping, vehicular accesses, parking access, works or other features shall interfere with the above-noted municipal maintenance accesses, servicing, grading or drainage that services other lands or municipal easements.

#17 Prior to the assumption of the SWM system, the Owner shall complete the following, at no cost to the City, all to the satisfaction of the City Engineer:

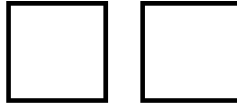
- i) operate, maintain and monitor the SWM system in accordance with the accepted maintenance and monitoring program;
- ii) have its consulting professional engineer submit semi-annual monitoring reports in accordance with the approved maintenance and monitoring program, to the City for review and acceptance; and
- iii) ensure that any removal and disposal of sediment is to an approved site satisfactory to the City Engineer.

#18 Prior to assumption of this Plan, the Owner shall have its 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 and Climate Change's Environmental Compliance Approval, the accepted servicing drawings and the Stormwater Management Report, to the satisfaction 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.

25.8 SANITARY AND STORM SEWERS

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

- (c) The Owner shall construct the storm sewers to service the Lots and Blocks in this Plan, which is located in the Stanton Drain Subwatershed, and connect them to the City's existing storm sewer system being the 450 mm diameter storm sewer on Lawson Road and the 300 mm diameter storm sewer on Lawson Road.



File Number: 39T-14501
F. Gerrits / C. Smith

The Owner shall construct storm sewers to serve the south portion of this plan and connect them to the proposed storm system outlet on Park Block 68 in this Plan (tributary to the existing Regional SWM Facility 1B1 via the adjacent woodlot), as shown on the accepted engineering drawings, all to the satisfaction of the City.

The storm sewers required in conjunction with this Plan shall be sized to accommodate all upstream lands to the specifications of the City Engineer and at no cost to the City unless otherwise specified herein.

Remove Subsection 25.8 (d) as this is not applicable to this Plan of Subdivision.

~~(d) The Owner shall provide a maintenance access for all sanitary sewer manholes which will be located in easements on private property or ensure the manholes will be located within a paved area in a location acceptable to the City Engineer to facilitate maintenance of the sanitary sewer system. The Owner shall ensure all storm sewer manholes which will be located in easements on private property, shall be located within a paved area or alternative location which will allow access to the satisfaction of the City Engineer.~~

Remove Subsection 25.8 (e) as this is not applicable to this Plan of Subdivision.

~~(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, 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 Lawson 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:

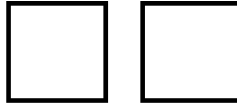
#19 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct new services and make adjustments to the existing works and services on Sandbar Street and Lawson Road, adjacent to this plan to accommodate the proposed works and services on these streets to accommodate the lots in this plan (eg. private services, street light poles, traffic calming, 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.

25.9 WATER SERVICING

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

(c) 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 municipal system, namely, the existing 200 mm diameter watermain on Sandbar Street and



File Number: 39T-14501
F. Gerrits / C. Smith

300 mm diameter watermain on Lawson Road; and

- ii) Deliver confirmation that the watermain system has been looped to the satisfaction of the City Engineer when development is proposed to proceed beyond 90 units; and

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:

- #20 The Owner shall ensure that implemented water quality measures 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.
- #21 The Owner shall ensure the that limits of any request for Conditional Approval conform to the staging 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 staging as set out in the accepted design study, and the watermains are no installed to the stage limits, the Owner would be required to submit revised plan and hydraulic modeling as necessary to address water quality.

25.10 HYDROGEOLOGICAL WORKS

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

- (a) The Owner shall adhere to the recommendations in the detailed hydrogeological 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 Low Impact Development (LIDs) solutions, to the satisfaction of the City Engineer.

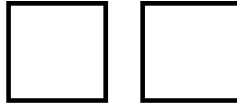
If necessary, provide recommendations addressing any contamination impacts that may be anticipated or experienced as a result of the said construction as well as any recommendations regarding soil conditions and fill needs in the location of any existing watercourses or bodies of water on the site.

Prior to the issuance of any Certificate of Conditional Approval, the Owner's Professional Engineer shall certify that any remedial or other works as recommended in the above accepted hydrogeological report are implemented by the Owner, to the satisfaction of the City Engineer and at no cost to the City.

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 Sandbar Street in this Plan connects with Sandbar Street in Plan 33M-597, including all underground services and all related works as per the accepted engineering drawings;



File Number: 39T-14501
F. Gerrits / C. Smith

- (ii) a fully serviced road connection where Journey Crossing in this Plan connects with Lawson Road in Plan 33M-710, including all underground services and all related works as per the accepted engineering drawings; and
- (iii) a fully serviced road connection where Sandbar Street in this Plan connects with Lawson Road in Plan 33M-710, 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 Sandbar Street and Lawson 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 drawings for this Plan of Subdivision, and shall become a requirement of the said drawings.

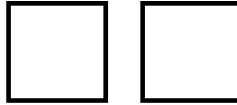
Remove Subsection 25.11 (n) as there are no walkways in this Plan.

~~(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~~



File Number: 39T-14501
F. Gerrits / C. Smith

~~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:

- (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 Gainsborough Road via Coronation Drive and Lawson Road or other routes as designated by the City Engineer.

Add the following new Special Provisions:

- #22 The Owner shall remove the temporary turning circle on Sandbar Street and adjacent lands, in Plan 33M-597 to the east of this Plan, and complete the construction of Sandbar Street in this location as a fully serviced road, including restoration of adjacent lands, to the specifications of the City.

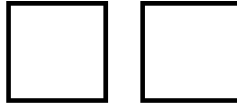
If funds have been provided to the City by the Owner of Plan 33M-597 for the removal of the temporary turning circle and the construction of this section of Sandbar Street and all associated works, the City shall reimburse the Owner for the substantiated cost of completing these works, up to a maximum value that the City has received for this work.

In the event that Sandbar Street in Plan 33M-597 is constructed as a fully serviced road by the Owner of Plan 33M-597, then the Owner shall be relieved of this obligation.

- #23 The Owner shall be required to make minor boulevard improvements on Lawson Road and Sandbar Street 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.
- #24 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.

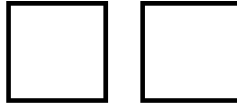
25.12 PARKS

- #25 Within one (1) year of registration of this Plan, the Owner shall grade, service and seed Park Blocks 52 and 68, as per the approved engineering drawings, at no cost and to the satisfaction of the City.
- #26 Within one (1) year of registration of this Plan, the Owner shall construct a 1.5m high chain link fencing without gates in accordance with current City park standards (SPO 4.8) or approved alternate, along the property limit interface of all existing and proposed private lots adjacent to Blocks 68 and Block 53 on Plan 33M-710. Fencing shall be completed to the satisfaction of the Manager of Environmental and Parks Planning.
- #27 Within one (1) year of registration of this Plan, the Owner shall remove all hazard trees and complete the restoration of the woodland buffer of the woodlot as identified in the approved tree preservation plan from the rear of Block 68, at no cost to the City and to the satisfaction of the City.
- #28 Within one (1) year of registration of this Plan, the Owner shall construct the multi-use pathway in Blocks 52 and 68 as per the approved engineering drawings, to the satisfaction of the City.
- #29 The Owner shall construct a 1.83 metre high chain link security fence and maintain the fence along the common property line of the Railway and the development at the owners expense.



File Number: 39T-14501
F. Gerrits / C. Smith

- #30 Within one (1) year of registration of this Plan, the Owner shall implement all the recommendations of the accepted Tree Inventory and Management Plan, to the satisfaction of the City.
- #31 Within one (1) year of registration of this plan, the Owner shall prepare and deliver to all homeowners adjacent to habitat relocation area and/or natural heritage area, an education package which explains the stewardship of natural area, the value of existing tree cover, and the protection and utilization of the grading and drainage pattern on these lots. The educational package shall be prepared to the satisfaction of the City Planner.
- #32 Within one (1) year of registration of this plan, the Owner shall prepare and deliver to all homeowners adjacent to Block 68 and Block 53 Plan 33M-710 an education package which explains the stewardship of natural area, the value of existing tree cover, and the protection and utilization of the grading and drainage pattern on these lots. The educational package shall be prepared to the satisfaction of the City Planner



File Number: 39T-14501
F. Gerrits / C. Smith

SCHEDULE "C"

This is Schedule "C" to the Subdivision Agreement dated this _____ day of _____, 2017, between The Corporation of the City of London and 905 Sarnia Road Inc. to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Sandbar Street shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
- Journey Crossing shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 19 metres.

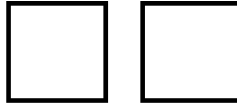
Sidewalks

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

- (i) Sandbar Street – outside boulevard
- (ii) Journey Crossing – south boulevard

Pedestrian Walkways

There are no pedestrian walkways in this Plan.



File Number: 39T-14501
F. Gerrits / C. Smith

SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2017, between The Corporation of the City of London and 905 Sarnia Road 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:

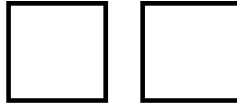
0.3 metre (one foot) reserves:	NIL
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	Blocks 52 and 68
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

School Site:	NIL
--------------	-----

~~**LANDS TO BE HELD IN TRUST BY THE CITY:**~~

Temporary access:	NIL
------------------------------	----------------



File Number: 39T-14501
F. Gerrits / C. Smith

SCHEDULE “E”

This is Schedule “E” to the Subdivision Agreement dated this _____ day of _____, 2017, between The Corporation of the City of London and 905 Sarnia Road 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:	\$ 263,970
BALANCE PORTION:	<u>\$1,495,830</u>
TOTAL SECURITY REQUIRED	\$1,759,800

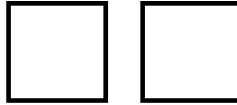
The Cash Portion shall be deposited with the City Treasurer prior to the execution of this agreement.

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-14501
F. Gerrits / C. Smith

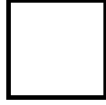
SCHEDULE "F"

This is Schedule "F" to the Subdivision Agreement dated this _____ day of _____, 2017, between The Corporation of the City of London and 905 Sarnia Road Inc. to which it is attached and forms a part.

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

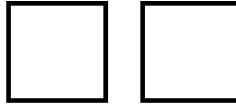
Multi-Purpose Easements:

- (a) Multi-purpose easements for servicing shall be deeded to the City in conjunction with this Plan, within this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
 - (i) For storm servicing between Lots 51, 52, 58 and 59 as per accepted engineering drawings;



File Number: 39T-14501
F. Gerrits / C. Smith

<p style="text-align: center;">Schedule "B" Related Estimated Costs and Revenues</p>



File Number: 39T-14501
F. Gerrits / C. Smith

Agenda Item # Page #

Lawson Meadows Phase 2 - 905 Sarnia Inc.
Subdivision Agreement
39T-14501

Related Estimated Costs and Revenues

Estimated DC Funded Services ^{Note 1}	Estimated Cost ^{Note 3} (excludes HST)
Claims for developer led construction from CSRF - None identified	\$0
Claims for developer led construction from UWRF - None identified	\$0
Claims for City led construction from CSRF - None identified	\$0
Total	\$0
Estimated Total DC Revenues ^{Note 2} (2017 Rates)	Estimated Revenue ^{Note 3}
CSRF	\$1,763,060
UWRF	\$158,405
TOTAL	\$1,921,465

- 1 There are no anticipated claims for this development.
- 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.

Reviewed by:

Sept 14 / 2017
Date



Matt Feldberg
Manager, Development Finance