

File Number: 39T-12503
F. Gerrits / A. Riley

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| 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: COLONEL TALBOT DEVELOPMENTS INC. HUNT LANDS SUBDIVISION 39T-12503 MEETING ON DECEMBER 4, 2017 |

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| RECOMMENDATION |
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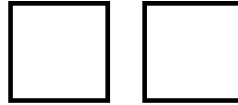
That, on the recommendation of the Manager, Development Planning, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Colonel Talbot Developments Inc. for the subdivision of land over Part of Lot 72 and 73, Concession East of the North Branch of the Talbot Road, (Geographic Township of Westminster), City of London, County of Middlesex, situated on the east side of Colonel Talbot Road, north of Lambeth;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Colonel Talbot Developments Inc. for the Hunt Lands Subdivision, (39T-12503) 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.

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| BACKGROUND |
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The subject lands include several adjacent properties comprising a total area of 64.77 hectares located east of Col. Talbot Road and north of Lambeth Walk. The topography is gently sloping (northeast to southwest), with two catchment areas. The majority of the land drains southwest, eventually outletting to the Anguish Drain and Dingman Creek. The application from Colonel Talbot Developments Inc. (39T-12503 & OZ-8052), was accepted on May 2, 2013, and proposed an Official Plan and Zoning By-law Amendments together with a Draft Plan of Subdivision. The proposed Plan of Subdivision included 49 blocks for single detached residential lots, 7 blocks for medium density residential development, 1 block for stormwater management & 3 park blocks, served by 18 new internal roads and an extension of South Routledge Road.

A revised Draft Plan of Subdivision application was received from Colonel Talbot Developments Inc. on December 13, 2012. The proposed Draft Residential Plan of Subdivision consisted of fifty-five (55) blocks for single detached lots, five (5) blocks for low density residential development, one (1) block for stormwater management & three (3) park blocks served by seventeen (17) new internal roads and an extension of South Routledge Road. The proposed concurrent Official Plan and Zoning By-law Amendments reflected the proposed subdivision.



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This revised application included an updated Servicing Report, conceptual SWM Report and Transportation Impact Study, as well as an updated EIS. The revised application noted that some changes were made in response to the circulation of the Southwest Area Plan. Notice of the revised application was circulated to municipal review agencies and members of the public in January of 2013.

An appeal to the Ontario Municipal Board was submitted by the applicant's solicitor on January 28, 2013 noting the following reasons for the appeals:

1. the neglect of the Council of the Corporation of the City of London to make a decision with respect to a Zoning By-law Amendment application;
2. the neglect of the Council of the Corporation of the City of London to make a decision with respect to an Official Plan Amendment application; and
3. the failure of the Approval Authority to make a decision pursuant to Section 51(31) of the Planning Act within 180 days after submission of the application for subdivision approval.

A report was presented to a Public Participation meeting of Planning and Environment Committee on May 7, 2013, recommending a position to be taken by Municipal Council in response to the appeals. The resolution adopted by Municipal Council at its session held on May 14, 2013, included direction requesting Administration to continue discussions with the applicant on November 26, 2013 a report to Planning and Environment Committee was submitted, providing an update on the status of discussions that have taken place with the applicant since May of this year. The report also addressed the need for an updated Municipal Council position on the appeals from Colonel Talbot Developments Inc. relating to applications for draft plan of subdivision, Official Plan Amendment and Zoning By-law Amendment.

In January, 2014 the Ontario Municipal Board heard the appeal by Colonel Talbot Developments Inc.. After a number of days of hearing, and calling no fewer than eight expert witnesses, the Board agreed to a settlement reached between the parties based on testimony and submissions of Counsel. This included revised conditions of draft approval.

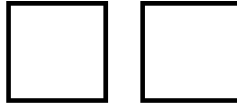
This subdivision shall be registered in one (1) phase, consisting of 132 single detached family lots, 2 multi-family medium density blocks and one (1) open space block.

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.

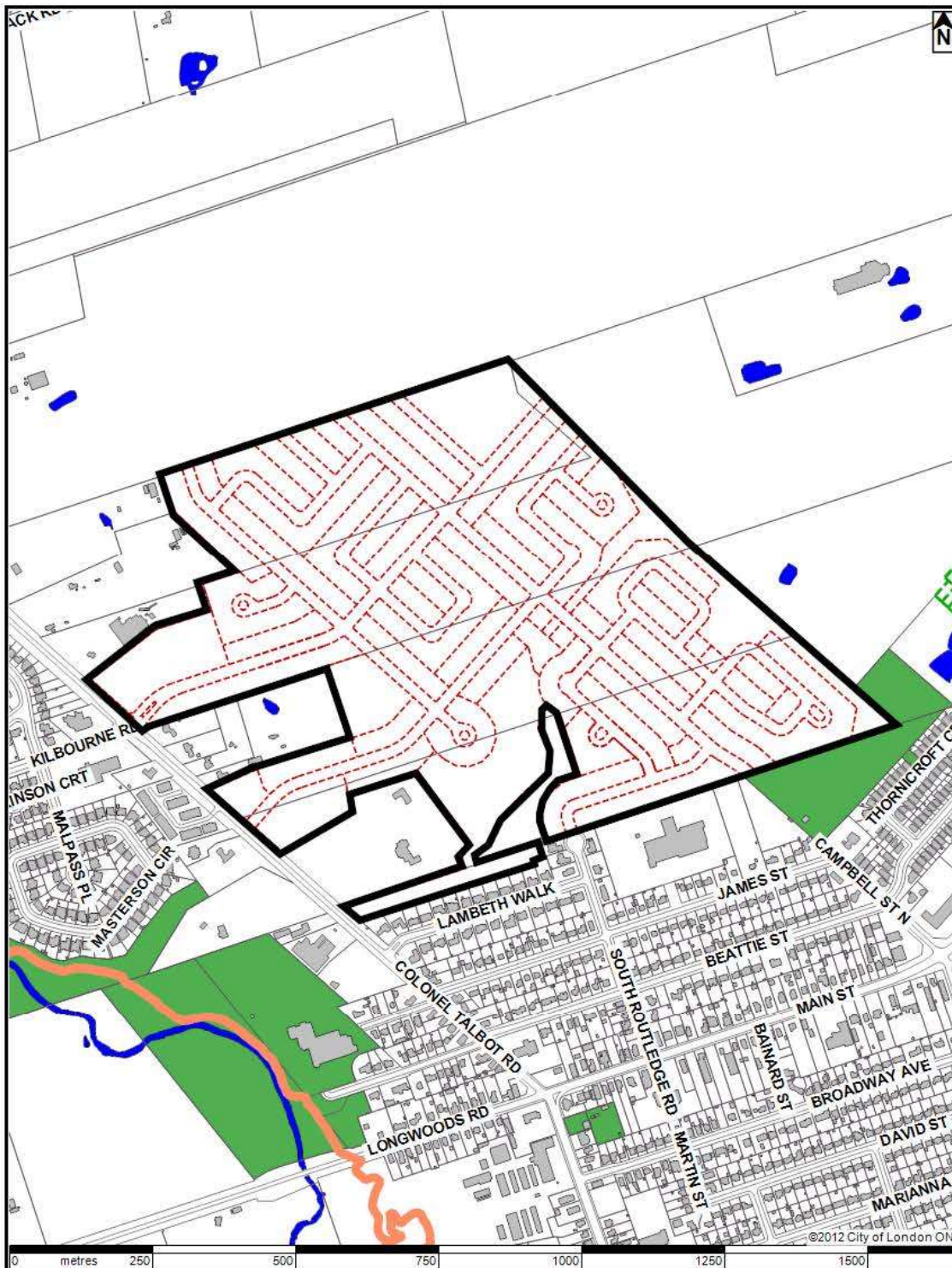
The anticipated reimbursements from the development charge Reserve Funds are:

- (i) for the engineering fees and the construction of the SS15A CSRF sanitary trunk sewer, Stage 1, in conjunction with this Plan, at an estimated cost of which is \$1,415,836, excluding HST as per the accepted work plan;
- (ii) for the engineering fees for the design of the SS15A CSRF sanitary trunk sewer, Stage 2, at an estimated cost of which is \$38,221, excluding HST, as per the accepted work plan; and
- (iii) for the construction of eligible storm sewers in conjunction with the Plan, subsidized at an estimated cost of which is \$49,194.90.



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LOCATION MAP



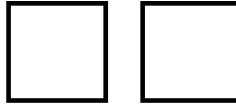
LOCATION MAP

Location: **3924 & 4138 Colonel Talbot Road**
 Applicant: **Colonel Talbot Developments Inc.**
 File No: **39T-12503 / OZ-8052**
 Planner: **Terry Grawey**
 Date: **2012-05-28**
 Scale: **1:8300**

LEGEND

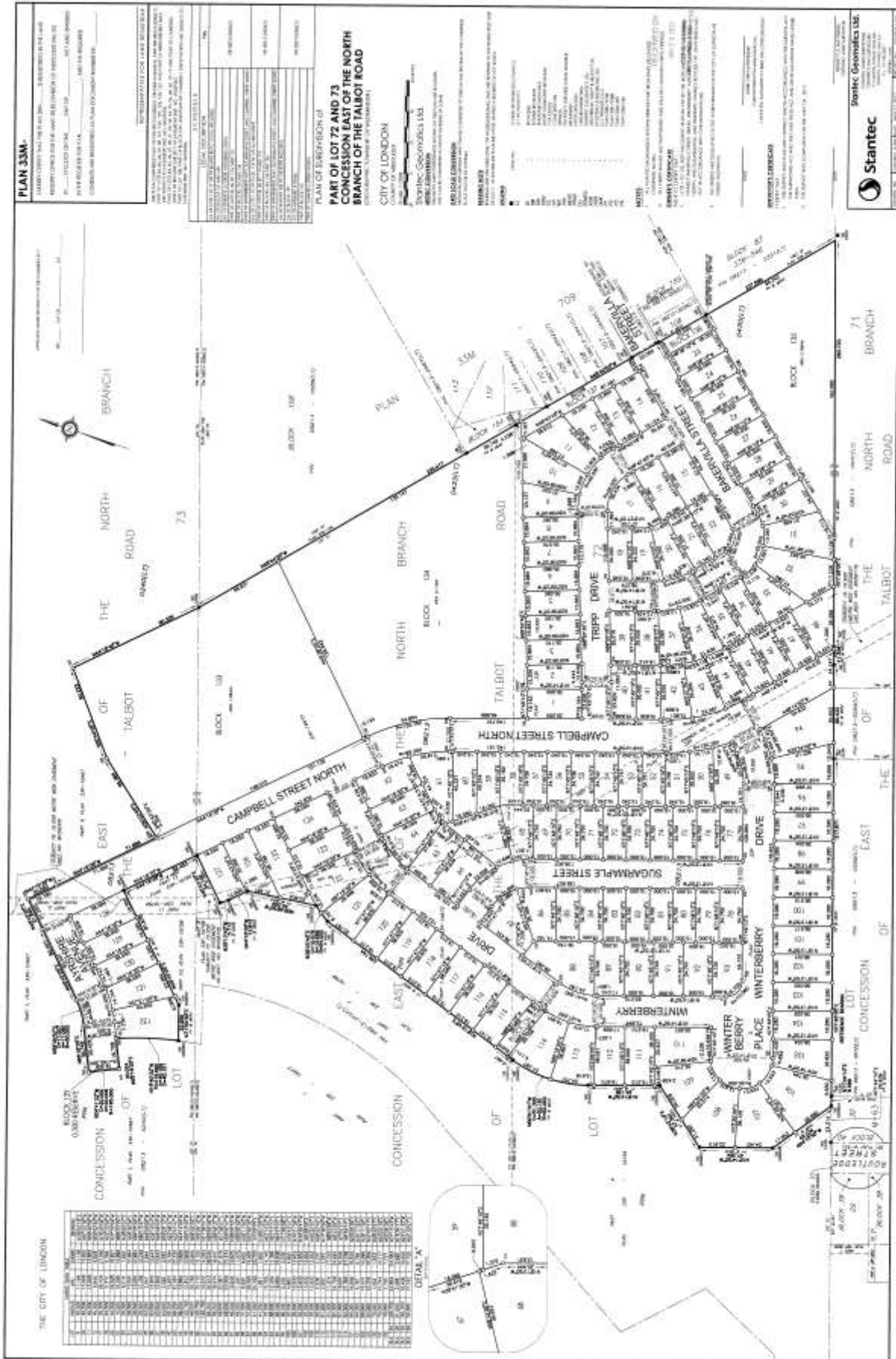
- Subject Site
- Parks
- Assessment Parcels
- Buildings
- Address Numbers

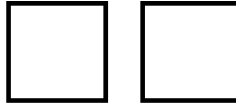




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PLAN OF SUBDIVISION

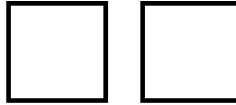




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| PREPARED BY: | REVIEWED BY AND RECOMMENDED BY: |
| | |
| Alanna Riley, MCIP, RPP Senior Planner Development Services (Subdivisions) | Lou Pompilii MPA RPP Manager, Development Planning (Subdivisions) |
| REVIEWED BY: | CONCURRED IN BY: |
| | |
| Matt Feldberg Manager, Development Services (Subdivisions) | Paul Yeoman, RPP, PLE Director, Development Services |
| SUBMITTED BY: | |
| | |
| George Kotsifas, P.ENG Managing Director, Development and Compliance Services and Chief Building Official | |

AR/fg
Attach.
November 23, 2017



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Schedule "A"
SPECIAL PROVISIONS

5. STANDARD OF WORK

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

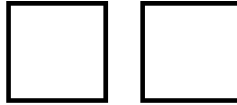
- 5.7 The Owner shall provide minimum side yard setbacks as specified by the City for buildings which are adjacent to rear yard catch basin leads which are not covered by an easement on Lots in this Plan.

The Owner shall include in any Agreement of Purchase and Sale or Lease of Lots 2, 3, 6 and 7 in this Plan and all other affected Lots shown on the accepted plans and drawings which incorporate rear yard catchbasins, and include this information 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 Subsections 16.3 to 16.9 as there are no school blocks within 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 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.~~



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24 IDENTIFICATION SIGNS/SITE SIGNAGE

Add the following new Special Provision:

- #1 Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Campbell Street North/Tripp Drive adjacent to the raised intersection location that indicate Future Raised Intersection Location, as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.

25.1 STANDARD REQUIREMENTS

Remove subsection 25.1 (h) and **replace** with the following:

- (h) Within one (1) year of registration of the Plan, or as otherwise agreed to by the City, the Owner shall construct a chain link fence without gates, adjacent to the walkways (Blocks 136 and 138) in accordance with the accepted engineering drawings.

Add the following new Special Provisions:

- #2 The Owner shall implement all recommendations in the accepted geotechnical report, to the satisfaction of the City.
- #3 Prior to the issuance of any Certificate of Conditional Approval for this Plan, 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.

- #4 Prior to assumption of this subdivision in whole or in part by the City, and as a condition of such assumption, the Owner shall pay to the City Treasurer the following amounts as set out or as calculated by the City, or portions thereof as the City may from time to time determine:

- (i) For the removal of the temporary turning circle on Ayshire Avenue outside this Plan, an amount of \$5,000

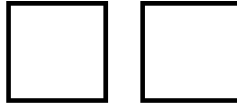
- #5 The Owner shall include in all Purchase and Sale and/or Lease Agreements for Lots 106 to 132, both inclusive, the following notice:

In the event that the homeowner wishes to install a fence along their property where the lot abuts the SWM facility block, the fencing shall be a chain link fence, without gates, and in accordance with SPO 4.8 standards, and shall be installed on the owners land all to the satisfaction of the City. Further, the owner shall assume full responsibility of the fence, including but not limited to installation, maintenance and replacement and the City assumes no responsibility for said fence.

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



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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 the SS15A CSRF sanitary trunk sewer, Stage 1, in conjunction with this Plan, at an estimated cost of which is \$1,156,970, excluding HST as per the accepted work plan;
- (ii) for the engineering fees related to the design, construction and contract administration of SS15A CSRF sanitary trunk sewer, Stage 1, in conjunction with this Plan, the estimated cost of which is \$258,866, excluding HST, as per the accepted work plan;
- (iii) for the engineering fees for the design of the SS15A CSRF sanitary trunk sewer, Stage 2, at an estimated cost of which is \$38,221, excluding HST, as per the accepted work plan;
- (iv) for the construction of eligible storm sewers in conjunction with the Plan, subsidized at an estimated cost of which is \$49,194.90;

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.

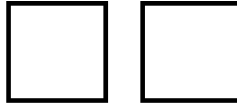
Add the following new Special Provisions:

#6 Where the proposed development calls for the construction of works, and where the Owner is of the opinion that such works are eligible to be funded in whole or in part from development charges as defined in the DC By-law, and further, where such works are not oversized pipe works (sanitary, storm or water – the reimbursement of which is provided for in subsidy tables in the DC By-law), then the Owner shall submit through their Consulting Engineer an engineering work plan for the proposed works satisfactory to the City Engineer (or designate) and City Treasurer (or designate). The Owner acknowledges that:

- i) no work subject to a work plan shall be reimbursable until both the City Engineer (or designate) and City Treasurer (or designate) have reviewed and approved the proposed work plan; and
- ii) in light of the funding source and the City's responsibility to administer development charge funds collected, the City retains the right to request proposals for the work from an alternative Consulting Engineer.

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

- i) the construction of SS15A CSRF sanitary trunk sewer, Stage 1;
- ii) the engineering fees for the design and contract administration associated with SS15A CSRF sanitary trunk sewer, Stage 1, and
- iii) the engineering fees for the design of SS15A sanitary trunk sewer, Stage 2



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- #8 The Owner shall ensure that the City is formally invited to all construction site/progress meetings related to the claimable works associated with this Plan, including but not limited to providing minimum of two weeks' notice of meetings and copies of all agenda and minutes as appropriate, all to the satisfaction of the City.
- #9 The Owner shall review and seek approval from the City for any proposed use of construction contingency that relate to claimable works outlined in the work plan prior to authorizing work.

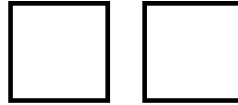
25.7 STORM WATER MANAGEMENT

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 and any addendums/amendments;
 - ii) The accepted Municipal Class Environmental Assessment (EA) Study for Stormwater Servicing and Tributary Works for the North Lambeth P9 Stormwater Management (SWM) Facility (Stantec 2015);
 - iii) The approved Functional Stormwater Management Report – North Lambeth SWM Facility P9 (Stantec 2016);
 - iv) The approved Storm/Drainage and SWM Servicing Functional Report for the subject lands;
 - v) 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.
 - 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:

- #10 The Owner shall develop this Plan of Subdivision in accordance with the Design and Construction of Stormwater Management Facilities, Policies and processes identified in Appendix 'B-1' and 'B-2' Stormwater Management Facility "Just in Time" Design and Construction Process adopted by Council on July 30, 2013 as part of the Development Charges Policy Review: Major Policies Covering Report.
- #11 The Owner acknowledges that the City, in accordance with the City's current Growth Management Implementation Strategy (GMIS) is constructing North Lambeth P9 Stormwater Management Facility/ The Owner shall co-operate and co-ordinate with the City and it's



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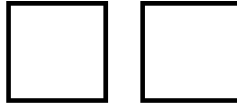
contractor, as necessary, to complete the project, including providing access to their lands and easements as necessary.

- #12 Prior to the issuance of any Certificate of Conditional Approval for any Lots and/or Blocks in this Plan, the proposed Regional North Lambeth SWM Facility P9 (constructed by the City) and all related storm/drainage servicing shall be constructed and deemed operational, all to the specifications and satisfaction of the City Engineer.
- #13 Prior to the issuance of any Certificate of Conditional Approval for this Plan, the Owner shall have all low impact development features installed and operational in this Plan to accommodate the storm servicing design in accordance with the accepted servicing drawings and the accepted Stormwater Management Report to the specifications and satisfaction of the City, at no cost to the City.
- #14 Prior to the issuance of any Certificate of Conditional Approval for this Plan, the Owner shall have its Professional Engineer submit a monitoring and maintenance strategy to the city for review and acceptance outlining a program for the monitoring and maintenance of the low impact development features in this Plan, all to the satisfaction of the city, at no cost to the City. This strategy is to be in accordance with the "Low Impact Development Stormwater Management Practice Inspection and Maintenance Guide" prepared by Toronto and Regional Conservation Authority.
- #15 Prior to assumption, the Owner shall complete the following, at no cost to the city, all to the satisfaction of the City:
- i) Operate, maintain, inspect, monitor and protect the low impact development features, including correcting any deficiencies as soon as they are detected, in accordance with the accepted maintenance and monitoring program; and
 - ii) have its consulting Professional Engineer submit monitoring reports in accordance with the accepted maintenance and monitoring program.
- #16 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.
- #17 The Owner shall include in all Agreements of Purchase and Sale and/or Lease for Lots 94 to 103 in this Plan, a covenant by the purchaser of transferee to observe and comply with the following:
- "The purchaser or transferee shall construct the infiltration galleries on the said Lots as shown on the accepted lot grading and engineering drawings for this subdivision."
- #18 The Owner shall include in all Agreements of Purchase and Sale and/or Lease for Lots 94 to 103, a covenant by the purchaser or transferee to observe and comply with the following:
- "The purchaser or transferee shall not alter the infiltration galleries on the said Lots as shown on the accepted lot grading and engineering drawings for this subdivision. The maintenance of the infiltration galleries are the responsibility of the owner of the said Lots."

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 outlet them to the



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proposed North Lambeth Stormwater Management Facility P9 via the internal storm sewer servicing for this Plan.

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

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

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

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

(o) The Owner shall construct the sanitary sewers and the CSRF trunk sanitary sewer Stage 1 (GMIS SS15A) to service the Lots and Blocks in this Plan and connect them to the City's existing sanitary sewage system being the 825 mm diameter sanitary sewer on Campbell Street North.

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 the CSRF trunk sanitary sewer SS15A, Stage 1 to the west limit of Ayshire Avenue, to serve the Lots and Blocks in this Plan as per the accepted work plan, to the specifications and satisfaction of the City Engineer.

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

#20 The Owner's Consulting Engineer shall provide to the City a completed design for the CSRF trunk sanitary sewer SS15A from Ayshire Avenue to the north limit of this Plan, including easements, in accordance with the accepted engineering work plan (dated May 13, 2016), to the satisfaction of the City.

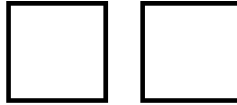
#21 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct new services and make adjustments to the existing works and services on Bakervilla Street and Campbell Street North, adjacent to this Plan to accommodate the proposed works and services on this street to accommodate the Lots in this Plan in accordance with the approved design criteria and accepted drawings, all to the satisfaction of the City Engineer, at no cost to the City.

#22 The Owner shall construct a Ditch Inlet Catch Basin (DICB) east of Campbell Street North, south of Ayshire Avenue, and provide the necessary easements, as per the accepted engineering drawings, to the satisfaction of the City.

25.9 WATER SERVICING

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

(b) 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:



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- i) construct watermains to serve this Plan and connect them to the existing low-level/high-level municipal system, namely, the existing 200 mm diameter watermain on Bakervilla Street in Plan 33M-709 and 200 mm diameter watermain on Campbell Street North;
- ii) extend the existing 300 mm diameter watermain on Campbell Street North at James Street to the south limit of this Plan through the proposed right-of-way and connect to the 200 mm diameter watermain on Campbell Street North within this Plan (“external Campbell Street North watermain”), as per the accepted engineering drawings, all at no cost to the City;
- iii) deliver confirmation that the watermain system has been looped to the satisfaction of the City Engineer when development is proposed to proceed beyond 80 units; and
- iv) have their Consulting Engineer confirm to the City that the watermain system has been constructed, is operational, and is looped from the external Campbell Street North watermain, through this Plan, to Bakervilla Street in Plan 33M-709, to the east.

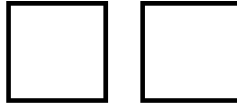
Remove Subsection 25.9 (d) and **replace** with the following:

- (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:

- #23 The Owner shall ensure implemented water quality measures shall remain in place until there is sufficient occupancy demand to maintain water quality within the Plan of Subdivision without their use. The Owner is responsible to meter and pay the billed costs associated with any automatic flushing devices including water discharged from any device from the time of their installation until removal/assumption. Any incidental and/or ongoing maintenance of the automatic flushing devices is/are the responsibility of the Owner. The Owner shall be responsible for all works and the costs of removing the device when no longer required.
- #24 The Owner shall ensure the limits of any request for Conditional Approval shall conform to the staging or phasing plan as set-out in the accepted water servicing report study and shall include the implementation of the interim water quality measures. In the event the requested Conditional Approval limits differ from the staging or phasing as set out in the accepted design study, and the watermains are not installed to the stage of phase limits, the Owner would be required to submit revised plan and hydraulic modeling as necessary to address water quality.
- #25 The available fire flows for development Blocks within this Plan of Subdivision have been established through the subdivision water servicing report. Future development of these Blocks shall be in keeping with the established fire flows in order to ensure adequate fire protection is available.
- #26 With respect to the proposed blocks, the Owner shall include in all agreements of purchase and sale, and/or lease of Blocks in this Plan, a warning clause advising the purchaser/transferee that should these develop as a Vacant Land Condominium or in a form that may create a regulated drinking water system under O.Reg. 170/03, the Owner shall be responsible for meeting the requirements of the legislation.

If deemed a regulated system, there is potential the City of London could be ordered to operate this system in the future. As such, the system would be required to be constructed to City standards and requirements.



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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 Bakerville Street in this Plan connects with Bakerville Street in Plan 33M-709, including all underground works and all related works as per the accepted engineering drawings;
 - (ii) a temporary emergency access from the south limit of Campbell Street North in this Plan to the existing Campbell Street North, and all associated works as per the accepted engineering drawings; and
 - (iii) construction of a watermain from the south limit of Campbell Street North in this Plan to the existing watermain on Campbell Street North external to this Plan, and all associated works as per the accepted engineering drawings.

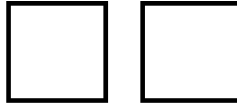
The Owner shall complete all work on the said street(s) in accordance with current City standards, procedures and policies, and restore the road(s), and ensure that adequate precautions are taken to maintain vehicular and pedestrian traffic and existing water and sewer services at all times during construction, 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 **Bakerville Street and Campbell Street North** 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 (q) and **replace** with the following:

- (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 register against the title of Lots 1, 40, 53, 54, 55 and 56 on Campbell Street North and Tripp Drive in this Plan, and shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of the said Lots and Blocks, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Lots and Blocks away from the traffic calming



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measures on the said streets, including raised intersections, 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 Wharncliffe Road via Savoy Street and Bakerville Street or Colonel Talbot Road as determined by the City.

Add the following new Special Provisions:

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

If the Owner requests the City to assume Ayrshire Avenue, all as shown on this Plan of Subdivision, prior to its extension to the Ayrshire Avenue, the Owner shall pay to the city at the time of the assumption of this subdivision by the City the amount estimated by the City at the time, to be the cost of removing the temporary turning circle at the west limit of Ayrshire Avenue and completing the curb and gutter, asphalt pavement, Granular 'A', Granular 'B', sodding of the boulevard, 1.5metre (5foot) concrete sidewalks on both sides, and restoring adjacent lands, including the relocation of any driveways, all to the specifications of the City.

The estimated cost, including legal fees for releasing easements and/or transferring blocks, and doing the above-noted work on this street is \$5,000 for which amount sufficient security is to be provided in accordance with 28(a). The Owner shall provide the cash to the City at the request of the City prior to assumption of the subdivision if needed by the City.

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

- #28 The Owner shall be required to make minor boulevard improvements on Campbell Street North and Bakerville 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.

- #29 Barricades are to be maintained at the limits of all streets in this Plan until assumption of this Plan of Subdivision or as otherwise directed by the City. At the time of assumption of this Plan or as otherwise directed by the City, the Owner shall remove the barricades and any temporary turning circles, restore the boulevards and complete the construction of the roadworks within the limits of both temporary turning circles, to the specifications of the City, all at no cost to the City.

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

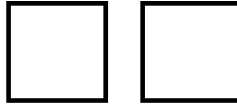
- #30 Prior to assumption or when required by the City Engineer, the Owner shall install a raised intersection on Campbell Street North at Tripp Drive, including permanent signage and pavement marking in a location, to the satisfaction of the City Engineer.

- #31 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a temporary emergency access to Campbell Street North to provide an emergency access to this subdivision, to the specifications and satisfaction of the City Engineer, as per the accepted engineering drawings.

25.12 PARKS

Add the following new Special Provision:

- #32 The Owner shall co-ordinate and schedule all construction work through the existing Lambeth Optimist Park (4200 Campbell Street) with the City, to the satisfaction of the City.



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- #33 The Owner shall, within two (2) years of registration of any phase of development, prepare and deliver to the all homeowners adjacent to any open space, an education package which explains the stewardship of the natural area, the value of existing tree cover, and the protection and utilization of the grading and drainage pattern of these Lots. The educational package shall be prepared to the satisfaction of the City.

SCHEDULE "C"

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

SPECIAL WORKS AND SERVICES

Roadways

- Campbell Street North shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 21.5 metres.
- Ayrshire Avenue, Winterberry Place and Winterberry Drive shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
- Bakervilla Street and Tripp Drive shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 19 metres.
- Sugarmaple Street shall have a minimum road pavement width (excluding gutters) of 6.0 metres with a minimum road allowance of 18.0 metres.

Sidewalks

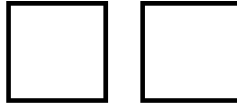
A 1.5 metre (5 foot) sidewalk shall be constructed on both sides of Campbell Street North.

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

- (i) Bakervilla Street (east limit of plan to Brash Drive) – north boulevard
- (ii) Tripp Drive – east and north limit
- (iii) Winterberry Place – south boulevard from Campbell Street North to Winterberry Drive
- (iv) Winterberry Drive – west and north boulevard
- (v) Sugarmaple Street – east boulevard
- (vi) Ayrshire Avenue – south boulevard

Pedestrian Walkways

Pedestrian walkways shall be constructed on Blocks 136, 137 and 138 of this Plan in accordance with the accepted engineering drawings.



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SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2017, between The Corporation of the City of London and Colonel Talbot Developments 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:

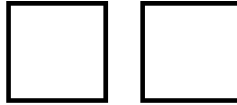
| | |
|---|---|
| 0.3 metre (one foot) reserves: | Block 139 |
| Road Widening (Dedicated on face of plan): | NIL |
| Walkways: | Blocks 136, 137 and 138 |
| 5% Parkland Dedication: | Block 135 of this Plan as partial satisfaction with the balance being provide through future phases of the draft approved plan. |
| 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 |
|-------------------|-----|



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SCHEDULE “E”

This is Schedule “E” to the Subdivision Agreement dated this _____ day of _____, 2017, between The Corporation of the City of London and Colonel Talbot Developments 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: | \$ 767,715 |
| BALANCE PORTION: | <u>\$4,350,388</u> |
| TOTAL SECURITY REQUIRED | \$5,118,103 |

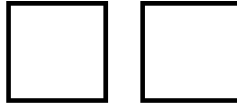
The Cash Portion shall be deposited with the City Treasurer prior to the execution of this Agreement.

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.



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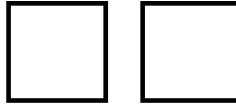
SCHEDULE "F"

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

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

Multi-Purpose Easements:

- (a) Multi-purpose easements shall be deeded to the City in conjunction with this Plan, over lands external to this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
 - (i) For DICB and associated works east of Campbell Street North;
 - (ii) For service stubs east of Campbell Street North on Ayershire Avenue and at the north limit of Campbell Street North, as identified on accepted engineering drawings; and
 - (iii) For CSRF trunk sanitary sewer SS15A, Stage 2 north of Ayershire Avenue on the future extension of Campbell Street North, to service external lands, as identified on accepted engineering drawings
- (b) Temporary turning circle easements shall be deeded to the City in conjunction with this Plan over lands outside this Plan at the west limit of Ayershire Avenue.



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Schedule "B"
Related Estimated Costs and Revenues

Agenda Item # Page #

Colonel Talbot Phase 1 - Colonel Talbot Developments Inc.
Subdivision Agreement
39T-12503

Related Estimated Costs and Revenues

| Estimated DC Funded Servicing Costs ^(Note 1) | Estimated Cost ^(Note 3) (excludes HST) |
|---|--|
| Claims for developer led construction from CSRF | |
| - Storm sewer oversized (DC14-MS01001) | \$49,195 |
| - SS15A sanitary trunk sewer Stage 1 (DC14-WW00005) | \$1,156,970 |
| - Engineering fees for SS15A Stage 1 (DC14-WW00005) | \$258,868 |
| - Engineering fees for SS15A Stage 2 (DC14-WW00005) ^(Note 4) | \$38,221 |
| | - |
| Claims for City led construction from CSRF | |
| - None identified. | \$0 |
| TOTAL | \$1,503,252 |
| Estimated Total DC Revenues ^(Note 2) (2017 Rates) | Estimated Revenue ^(Note 3) |
| CSRF | \$5,197,248 |
| LWRF | \$468,001 |
| TOTAL | \$5,665,249 |

- 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 engineering fees noted for Stage 2 of SS15A are the design portion only. The limits of the the 2nd stage of the trunk sewer are contained in an easement granted to the City by the applicant. Construction can be completed by a 3rd party or the applicant as per the timing outlined in the 2018 OMS.

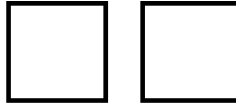
Reviewed by:

Nov 23/2017
Date


Matt Feldberg
Manager, Development Services
(Subdivisions)

Nov 23/17.
Date


Paul Yeoman,
Director, Development Finance



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Schedule "C"

SOURCE OF FINANCING

#17208
December 4, 2017
(39T-12503)

Chair and Members
Planning and Environment Committee

RE: Subdivision Special Provisions - Colonel Talbot Developments Inc.
Hunt Lands Subdivision
Capital Project ES2494 - North Talbot Sanitary Sewer Extension (SS15A) (Subledger 24187515)
Capital Project ES5429 - Storm Sewer Internal Oversizing Subsidy (Subledger 2418714)

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 | Committed to Date | This Submission | Balance for Future Work |
|--|-----------------------|-----------------------|-----------------------|----------------------------|
| ESTIMATED EXPENDITURES | | | | |
| ES2494 North Talbot Sanitary Sewer Extension | | | | |
| Engineering | \$307,296 | \$0 | \$302,316 | \$4,980 |
| Land Acquisition | 250,000 | | | 250,000 |
| Construction | 2,208,404 | | 1,177,333 | 1,031,071 |
| | 2,765,700 | 0 | 1,479,649 | 1,286,051 |
| ES5429-Storm Sewer Internal Oversizing Subsidy | | | | |
| Engineering | \$27,463 | \$27,463 | | \$0 |
| Construction | 4,570,177 | 3,621,212 | 50,060 | 898,905 |
| | 4,597,640 | 3,648,675 | 50,060 | 898,905 |
| NET ESTIMATED EXPENDITURES | \$7,363,340 | \$3,648,675 | \$1,529,709 1) | \$2,184,956 |
| SOURCE OF FINANCING: | | | | |
| ES2494 North Talbot Sanitary Sewer Extension | | | | |
| Drawdown from City Services - Mjr SWM Reserve Fund (Development Charges) | 2) \$2,765,700 | \$0 | \$1,479,649 | \$1,286,051 |
| | 2,765,700 | 0 | 1,479,649 | 1,286,051 |
| ES5429-Storm Sewer Internal Oversizing Subsidy | | | | |
| Drawdown from Sewage Works Reserve Fund | \$25,300 | \$20,078 | \$275 | \$4,947 |
| Drawdown from City Services - Mjr SWM Reserve Fund (Development Charges) | 2) 4,572,340 | 3,628,597 | 49,785 | 893,958 |
| | 4,597,640 | 3,648,675 | 50,060 | 898,905 |
| TOTAL FINANCING | \$7,363,340 | \$3,648,675 | \$1,529,709 | \$2,184,956 |
| 1) Financial Note - Construction | | | | |
| | ES2494-Stage 1 | ES5429 | TOTAL | |
| Contract Price | \$1,156,970 | \$49,195 | \$1,206,165 | |
| Add: HST @13% | 150,406 | 6,395 | 156,801 | |
| Total Contract Price Including Taxes | 1,307,376 | 55,590 | 1,362,966 | |
| Less: HST Rebate | 130,043 | 5,530 | 135,573 | |
| Net Contract Price | \$1,177,333 | \$50,060 | \$1,227,393 | |
| Financial Note - Engineering | | | | |
| | ES2494-Stage 1 | ES2494-Stage 2 | TOTAL | |
| Contract Price | \$258,866 | \$38,221 | \$297,087 | |
| Add: HST @13% | 33,653 | 4,969 | 38,622 | |
| Total Contract Price Including Taxes | 292,519 | 43,190 | 335,709 | |
| Less: HST Rebate | 29,097 | 4,296 | 33,393 | |
| Net Contract Price | \$263,422 | \$38,894 | \$302,316 | |
| TOTAL | | | \$1,529,709 | |

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