

File Number: 39T-11503
C. Smith / F. Gerrits

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 FOXWOOD DEVELOPMENTS (LONDON) INC. FOXWOOD SUBDIVISION 39T-11503 MEETING ON NOVEMBER 20, 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 Foxwood Developments (London) Inc. for the subdivision of land over Part of Lots 24 and 25, Concession 5, (Geographic Township of London), City of London, County of Middlesex, situated on the east side of Hyde Park Road, all north of Dyer Drive, north of Fanshawe Park Road West.

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Foxwood Developments (London) Inc. for the Foxwood Subdivision , Phase 2 (39T-11503) attached as Schedule “A”, **BE APPROVED**;
- (b) the applicant **BE ADVISED** that Development Finance has summarized the claims and revenues attached as Schedule “B”,
- (c) the financing for this project **BE APPROVED** as set out in the Source of Financing Report attached as Schedule “C”; and
- (d) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

BACKGROUND

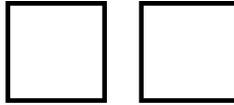
On January 23, 2013, the City of London Approval Authority granted Draft Approval for the Plan of Subdivision. Draft Approval was appealed to the Ontario Municipal Board. On July 31, 2013, the Ontario Municipal Board issued a notice advising the City of London Approval Authority that the appeal was withdrawn by letter dated June 25, 2013. As per Section 51 (51) of the Planning Act, the draft approval lapse date is June 26, 2016.

On May 31, 2016 requested that the Approval Authority approve a three year extension of Draft Plan of Subdivision Approval for this subdivision subject to revised conditions of draft approval. The Draft Approval expiry date is June 26, 2019

The applicant has registered the 1st phase of this subdivision (Plan, 33M-685) consisting of 95 single detached lots, one(1) medium density residential block, and various reserve blocks served by 1 new street and the extension of Dyer Drive and Tokala Trail on October 6, 2015.

This subdivision shall be registered in one (1) phase, consisting of 110 single detached lots and 1 medium density block along with several 0.3 metre reserves, all served by the extension of secondary collector and five new streets.

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



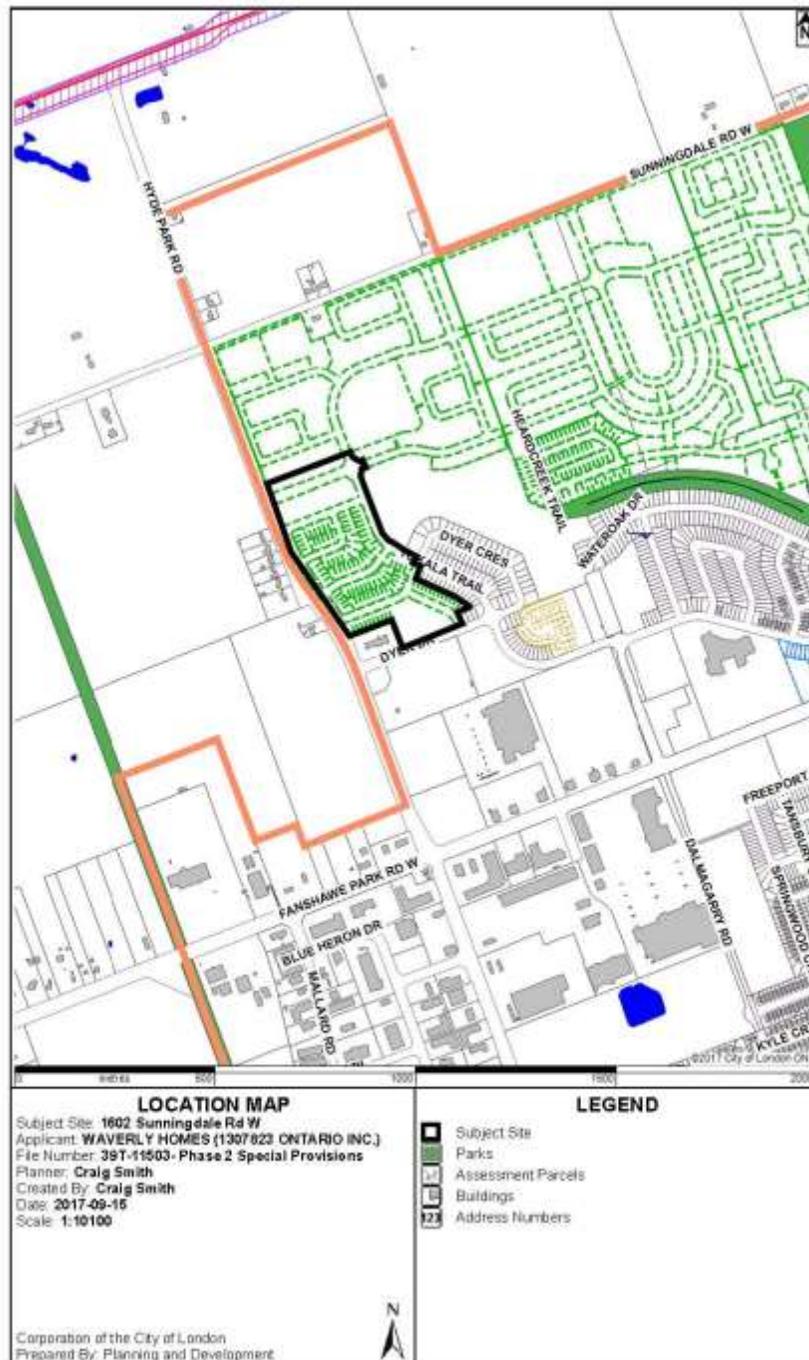
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This report has been prepared in consultation with the City's Solicitors Office.

The anticipated reimbursements from the Development Charge Reserve Funds are:

- (i) for the construction of eligible watermains in conjunction with this Plan, subsidized at an estimated cost of which is \$57,000, excluding HST
- (ii) for the construction and engineering cost of left turn and right turn channelization on Hyde Park Road at Twilite Boulevard, the estimated cost of which is \$267,498, excluding HST, as per the accepted work plan;
- (iii) for the construction and engineering costs of pavement widening on Twilite Boulevard at Hyde Park Road consistent with the City's standard practice of paying claims where a secondary collector is widened at a primary collector or an arterial road, the estimated cost of which is \$23,045, excluding HST, as per the accepted work plan.

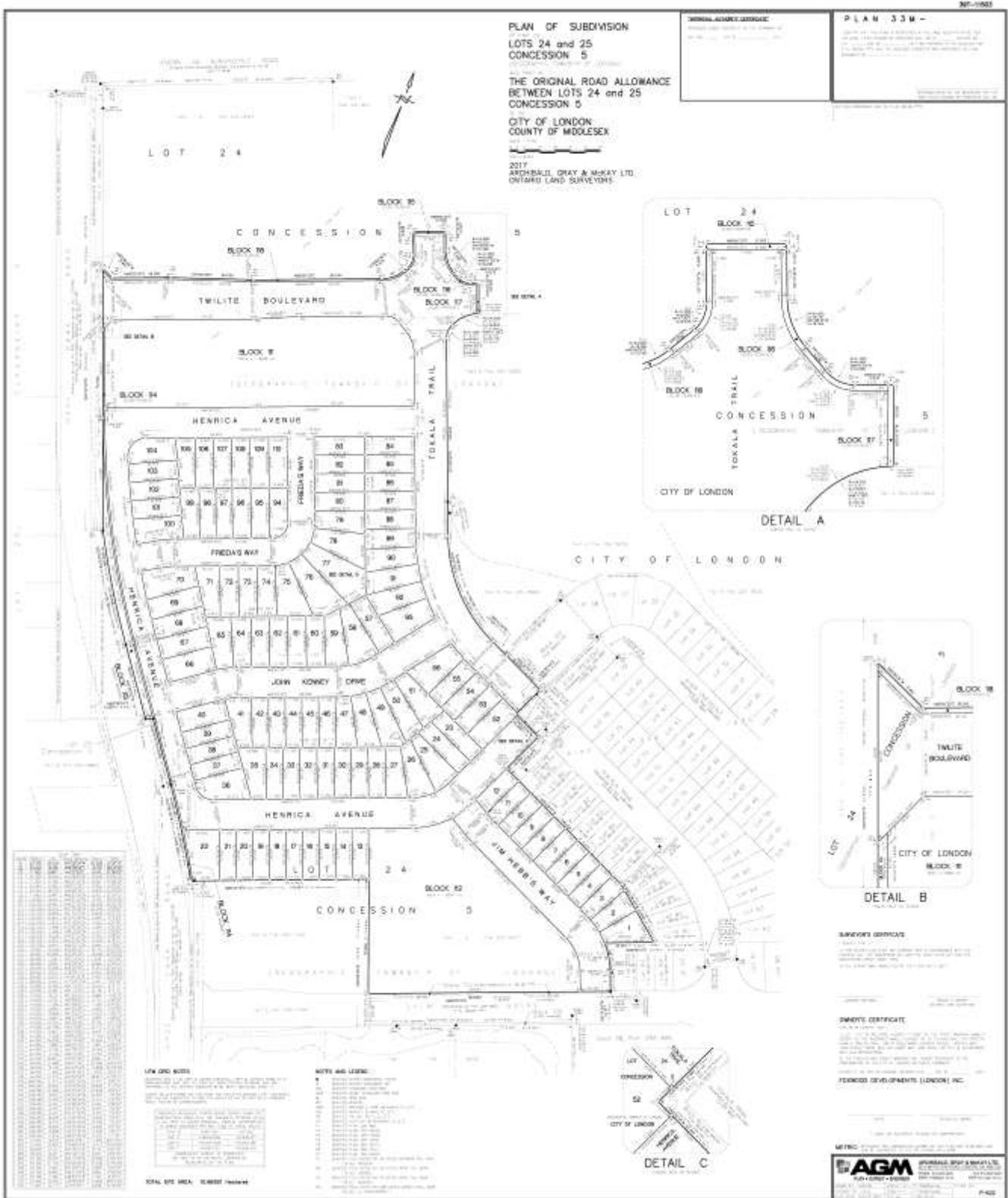
LOCATION MAP

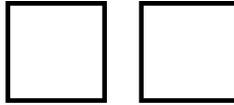




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SUBDIVISION PLAN

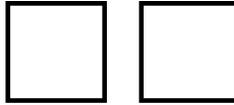




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PREPARED BY:	RECOMMENDED BY:
C. SMITH SENIOR PLANNER, (SUBDIVISIONS)	LOU POMPILII MCIP RPP MANAGER, DEVELOPMENT PLANNING (SUBDIVISIONS)
REVIEWED BY:	CONCURRED IN BY:
MATT FELDBERG MANAGER, DEVELOPMENT SERVICES (SUBDIVISIONS)	PAUL YEOMAN, RPP, PLE DIRECTOR, DEVELOPMENT SERVICES
SUBMITTED BY:	
G. KOTSIFAS, P.ENG MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL	

CS/fg
Attach.
November 10, 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 register against the title of Lots which incorporate rear yard catchbasins, which includes Lots 15, 16 and 22 in this Plan and all other affected Lots shown on the accepted plans and drawings, and shall include this information in the Agreement of Purchase and Sale or Lease for the transfer of each of the affected Lots, a covenant by the purchaser or transferee to observe and comply with the minimum building setbacks and associated underside of footing (U.S.F.) elevations, by not constructing any structure within the setback areas, and not disturbing the catchbasin and catchbasin lead located in the setback areas. This protects these catchbasins and catchbasin leads from damage or adverse effects during and after construction. The minimum building setbacks from these works and associated underside of footing (U.S.F.) elevations have been established as indicated on the subdivision lot grading plan, attached hereto as **Schedule "I"** and on the servicing drawings accepted by the City Engineer.

16. PROPOSED SCHOOL SITES

Remove Subsection 16.3 to 16.9 as there are no school sites 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.~~

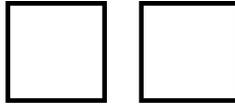
~~16.4 The School Boards shall have the right, expiring three (3) years from the later of the date on which servicing of the relevant site is completed to the satisfaction of the City or the date on which seventy percent (70%) of the Lots in the subdivision have had building permits issued, to purchase 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 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.~~



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~~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 (h) as there are no walkways in this Plan.

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

Add the following new Special Provisions:

#1 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.

#2 The Owner shall include in all Purchase and Sale Agreements the requirement that the homes to be designed and constructed on all corner lots (22, 36, 40, 56, 66, 70, 83, 84, 93, 94, 100, 104 and 110) in this Plan, shall 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.

#3 The Owner shall install a 3 metre high noise barrier, 5 metre in length with 2 metre return on private property of Lots 20, 21 and 22 and a 2.7m high noise barrier, 5m long with a 2m return on private property of Lot 104 as recommended in the Noise Assessment prepared by Development Engineering (London) Ltd. dated May 14, 2012. Property Owners of these lots are to be advised that they shall not tamper with the barrier and will be responsible for its long term maintenance. The City of London shall not be held responsible for the repair, maintenance and/or replacement of the noise barrier.

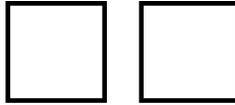
#4 The Owner shall include in any submission for a building permit application for Lots 20, 21, 22 and 104 the following warning clause:

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

#5 The Owner shall include in any submission for a building permit application for Lots 22, 36-40, 66-70, and 100-104 that central air conditioning is required.

#6 The Owner shall include in all Agreements of Purchase and Sale and or Lease for Lots 22, 36-40, 66-70, and 100-104, the following warning clause:

“This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby



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ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment. (Note: The location and installation of the air conditioning device should be done so as to minimize the noise impacts and comply with criteria of MOECC Publication NPC-216, Residential Air Conditioning Devices).

“Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road and rail traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of Environment.”

#7 The Owner shall include in any submission for a building permit application for Lots 20 and 21 that a forced air heating system adequately size to accommodate the future installation of central air conditioning is required.

#8 The Owner shall include in all Agreements of Purchase and Sale and or Lease for Lots 20 and 21, the following warning clause:

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

#9 The Owner shall include in any submission for a building permit application for Lots 22, 36-40, 66-70, and 100-104 that for these units an EW5 construction or equivalent rating from foundation to rafters shall be utilized along with the installation of glazed windows for all building faces that have exposure to Hyde Park Road is required.

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

“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.”

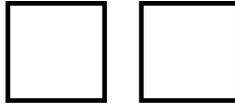
25.2 CLAIMS

Remove Subsection 25.2 and **replace** with the following:

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

The anticipated reimbursements from the Development Charge Reserve Funds are:

- (iv) for the construction of eligible watermains in conjunction with this Plan, subsidized at an estimated cost of which is \$57,000, excluding HST



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- (v) for the construction of left turn and right turn channelization on Hyde Park Road at Twilite Boulevard, the estimated cost of which is \$236,698, excluding HST, as per the accepted work plan;
- (vi) for the engineering costs for the left turn and right turn channelization on Hyde Park Road at Twilite Boulevard, the estimated cost of which is \$30,800, excluding HST, as per the accepted work plan;
- (vii) for the construction of pavement widening on Twilite Boulevard at Hyde Park Road consistent with the City's standard practice of paying claims where a secondary collector is widened at a primary collector or an arterial road, the estimated cost of which is \$20,045, excluding HST, as per the accepted work plan.
- (viii) for the engineering costs for the pavement widening on Twilite Boulevard at Hyde Park Road, the estimated cost of which is \$3,000, excluding HST as per the accepted work plan.

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:

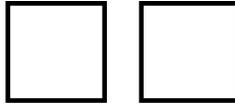
- #11 Where the proposed development calls for the construction of works, and where the Owner is of the opinion that such works are eligible to be funded in whole or in part from development charges as defined in the DC By-law, and further, where such works are not oversized pipe works (sanitary, storm 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.

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

- i) channelization on Hyde Park Road at Street 'A'/Twilite Boulevard, and
- ii) internal widening on Street 'A'/Twilite Boulevard at Hyde Park Road

25.6 GRADING REQUIREMENTS

Add the following new Special Provisions:



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- #13 The Owner shall grade the portions of Lots and Blocks in this Plan, which have a common property line with Hyde Park Road, to blend with the ultimate profile of Hyde Park Road, in accordance with the City Standard “Subdivision Grading Along Arterial Roads” and at no cost to the City.

The Owner shall direct its professional engineer to establish and have accepted by the City Engineer the grades to be taken as the future centreline grades of Hyde Park Road. From these, the Owner’s Professional Engineer shall determine the elevations along the common property line which will blend with the reconstructed road. These elevations shall be shown on the subdivision Lot Grading Plan submitted for acceptance by the City.

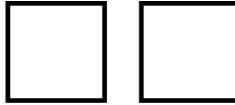
25.7 STORM WATER MANAGEMENT

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 Medway Creek Subwatershed Study and any addendums/amendments;
 - ii) The approved Storm/Drainage and SWM Servicing Functional Report for the subject lands;
 - iii) The requirements of the Hyde Park Road Widening and Improvements Municipal Class EA (January 2012);
 - iv) The accepted Fox Hollow Development Area Municipal Class Environmental Assessment (EA) Schedule ‘C’ report for the Storm/Drainage, Stormwater Management and Sanitary Servicing Works (September 2010) and any addendums/amendments;
 - v) The approved Functional Stormwater Management Plan for Fox Hollow Stormwater Management System Functional Design Report Community SWM System;
 - vi) 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.;
 - vii) The Stormwater Letter/Report of Confirmation for the subject development prepared and accepted in accordance with the file manager process;
 - viii) The City’s Waste Discharge and Drainage By-laws, lot grading standards, policies, requirements and practices;
 - ix) The City of London Design Specifications and Requirements Manual, as revised;
 - x) The Ministry of the Environment and Climate Change (MOECC) SWM Practices Planning and Design Manual (2003); and
 - xi) Applicable Acts, Policies, Guidelines, Standards and Requirements of all required approval agencies.

Add the following new Special Provisions:

- #14 The Owner shall direct overland flow to the existing woodlot, east of Tokala Trail, external to this Plan, as per the accepted engineering drawings, to the satisfaction of the City.



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- #15 Prior to assumption of this Plan, the Owner shall operate, monitor and maintain the stormwater works associated with this Plan. The Owner shall ensure that any removal and disposal of sediment is to an approved site in accordance with the Ministry of the Environment and the Ministry of Natural Resources.

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 Medway Creek Subwatershed, and connect them to the City's existing storm sewer system being the 300 mm diameter storm sewer on Dyer Drive, 600 mm diameter storm sewer on Tokala Trail and 825 mm diameter storm sewer on Tokala Trail.

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 it is not applicable.

- ~~(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 there are no park/school blocks in this Plan.

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

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

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

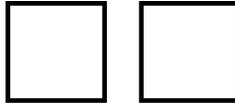
Remove Subsection 25.8 (o) and **replace** with the following:

- (o) The Owner shall construct the sanitary sewers to service the Lots and Blocks in this Plan and connect them to the City's existing sanitary sewage system being the 200 mm diameter sanitary sewer on Dyer Drive, 200 mm diameter sanitary sewer on Tokala Trail and 250 mm diameter sanitary sewer on Tokala Trail.

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:

- #16 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 Dyer Drive and Tokala Trail in Plan 33M-685, adjacent to this Plan to accommodate the proposed works and services on this street to accommodate the lots in this Plan fronting this street (eg. private services, street light poles, traffic calming, etc.) in accordance with the approved



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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 low-level/high-level municipal system, namely, the existing 300 mm diameter watermain on Dyer Drive and the 300 mm diameter watermain on Tokala Trail;
 - (ii) extend the existing 300 mm diameter watermain on Hyde Park Road from Twilite Boulevard to Dyer Drive, across the frontage of this Plan; and
 - (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.

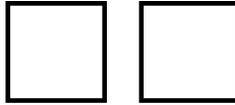
Remove Subsection 25.9 (d) and **replace** with the following:

- (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:

- #17 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.
- #18 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 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 or phasing as set out in the accepted design study, and the watermains are not installed to the stage or phase limits, the Owner would be required to submit revised plan and hydraulic modeling as necessary to address water quality.
- #19 The available fire flows for development Blocks within this Plan of Subdivision have been established through the subdivision water servicing design study. Future development of these Blocks shall be in keeping with the established fire flows in order to ensure adequate fire protection is available.
- #20 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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- #21 The Owner shall not develop Lots in this Plan as identified on the accepted engineering drawings which provide connections to the temporary automatic flushing device, until such time as the temporary automatic flushing devices are removed, to the satisfaction of the City.

25.11 ROADWORKS

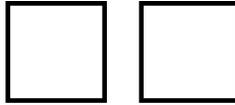
Remove Subsection 25.11 (b) and **replace** with the following:

- (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 Jim Hebb Way in this Plan connects with Dyer Drive in Plan 33M-685, including all underground services and all related works as per the accepted engineering drawings;
 - (ii) a fully serviced road connection where Tokala Trail in this Plan connects with Tokala Trail in Plan 33M-685, including all underground services and all related works as per the accepted engineering drawings;
 - (iii) a fully serviced road connection where Henrica Avenue in this Plan connects with Tokala Trail in plan 33M-685, including all underground services and all related works as per the accepted engineering drawings;
 - (iv) a fully serviced road connection where Twilite Boulevard in this Plan connects with Hyde Park Road, including all underground services and all related works as per the accepted engineering drawings;
 - (v) installation of a watermain and all associated works on Hyde Park Road as per the accepted engineering drawings;
 - (vi) install temporary street lighting on Hyde Park Road at the intersection of Twilite Boulevard; and
 - (vii) construct left and right turn lanes on Hyde Park Road at Twilite Boulevard and regrading of the ditch on Hyde Park Road 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 Tokala Trail, Dyer Drive and Hyde Park 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



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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) (iv) and **replace** with the following:

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

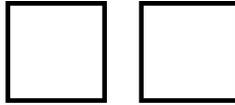
(iv) The Owner shall register against the title of all Lots and Blocks on Street 'A'/Twilite Boulevard and Tokala Trail in this Plan, and shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of the said Lots and Blocks, a covenant by the purchaser or transferee stating 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 and splitter islands and speed 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 Hyde Park Road or other routes as designated by the City Engineer.

Add the following new Special Provisions:

- #22 The Owner shall ensure access for Block 111 is through internal subdivision streets. Access is prohibited from Twilite Boulevard, Hyde Park Road and Tokala Trail, to the satisfaction of the City.
- #23 Prior to assumption, the Owner shall incorporate the gateway treatment for Twilite Boulevard into the Street Tree Planting plans, to the satisfaction of the City.
- #24 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install temporary street lighting at the intersection of Twilite Boulevard and Hyde Park road, to the satisfaction of the City, at no cost to the City.
- #25 The Owner shall construct the window streets in this Plan abutting the arterial roads in accordance with the accepted engineering drawings, to the satisfaction of the City Engineer and at no cost to the City.
- #26 The Owner shall provide sidewalk links from Henrica Avenue to the proposed sidewalks on Hyde Park Road in accordance with the City of London Window Street Standard Guidelines UCC-2M to the satisfaction of the City, at no cost to the City.
- #27 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct left and right turn lanes on Hyde Park Road at Twilite Boulevard in accordance with the accepted engineering drawings, to the satisfaction of the City.
- #28 Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Twilite Boulevard and Tokala Trail adjacent to the roundabout



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location that indicate Future Roundabout Location, as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.

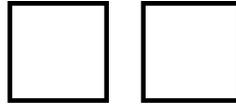
- #29 Prior to assumption or when required by the City Engineer, the Owner shall install the roundabout at Twilite Boulevard and Tokala Trail, including permanent signage and pavement marking in a location, to the satisfaction of the City Engineer.
- #30 Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintain on Tokala Trail adjacent to Lots 91 and 92 that indicate Future Speed Cushion Location, as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.
- #31 Prior to assumption or when required by the City Engineer, the Owner shall install the speed cushion on Tokala Trail between Lots 91 and 92, including permanent signage and pavement markings in the location as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- #32 The Owner shall construct traffic calming measures along Tokala Trail as per the accepted engineering drawings, to the satisfaction of the City.
- #33 The Owner shall be required to make minor boulevard improvements on Hyde Park Road adjacent to this Plan, to the specifications of the City and at no cost to the City, consisting of clean-up, grading and sodding as necessary.
- #34 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 – Delete this section in its entirety as there is no parkland in this Phase.

- (a) ~~Within one (1) year of registration of this Plan or otherwise approved by the City, the Owner shall grade, service and seed all Park Blocks and Open Space Blocks, transferred to the City as part of the parkland dedication requirements, pursuant to current City Park development standards, to the satisfaction of City, and at no cost to the City.~~

~~Within (1) year of registration of this Plan, the Owner shall have its consultant provide a certificate that identifies that the Block has been rough graded as per the approved plan and receive City approval of rough grades prior to topsoil installation.~~
- (b) ~~Within one (1) year of registration of this Plan or otherwise approved by the City, the Owner shall install a 1.5 metre chain link fence, without gates, along the property limit interface of all private Lots and Blocks adjacent to any park and/or open space Blocks, in accordance with City Standard S.P.O. 4.8, to the satisfaction of the City, and at no cost to the City. Any alternative fencing arrangements shall be to the approval and the satisfaction of the City.~~

~~Within (1) year of registration of this Plan, the Owner shall have its consultant provide a certificate to the City Plan that identifies that the fencing has been installed as per the approved plan.~~
- (c) ~~The Owner shall not grade into any park or open space area. Where Lots abut lands zoned as open space, all grading of the developing Lots at the interface with the park or open space areas are to match grades to maintain existing slopes, topography and vegetation. In instances where this is not practical or desirable, any grading into the park or open space zones shall be to the satisfaction of the City.~~



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SCHEDULE "C"

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

SPECIAL WORKS AND SERVICES

Roadways

- Twilite Boulevard and Tokala Trail shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 21.5 metres.
- Henrica Avenue (north and south legs), John Kenney Drive and Jim Hebb Way shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
- Frieda Way shall have a minimum road pavement width (excluding gutters) of 6.0 metres with a minimum road allowance of 18 metres
- Henrica Avenue (window street portion) shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 15.5 metres
- Twilite Boulevard, from Hyde Park Road to 45 metres east of Hyde Park Road shall have a minimum road pavement width (excluding gutters) of 11.0 metres with a minimum road allowance of 28.0 metres. The widened road on Twilite Boulevard shall be tapered back to the 9.5 metre road pavement width (excluding gutters) and 21.5 metre road allowance for this street, with 30 metre tapers in accordance with the accepted engineering drawings.

Sidewalks

A 1.5 metre sidewalk shall be constructed on both sides of Tokala Trail.

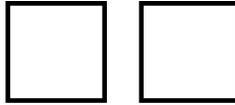
A 1.5 metre sidewalk shall be constructed on one side of the following:

- (i) Twilite Boulevard – north boulevard
- (ii) Henrica Avenue (north leg) – north boulevard
- (iii) Henrica Avenue (south leg) – south boulevard
- (iv) Frieda Way – south and east boulevard
- (v) John Kenney Drive – south boulevard
- (vi) Jim Hebb Way – east boulevard

A multi-use path shall be constructed on the south boulevard of Twilite Boulevard as per the accepted engineering drawings.

Pedestrian Walkways

There are no pedestrian walkways in this Plan.



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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 Foxhollow Developments (London) Inc. to which it is attached and forms a part.

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

LANDS TO BE CONVEYED TO THE CITY OF LONDON:

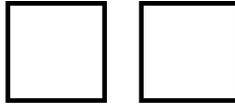
0.3 metre (one foot) reserves:	Blocks 115, 116, 117, 118 and 119 – ADD RESERVE BLOCKS ON Twilite Boulevard
Road Widening (Dedicated on face of plan):	Block 114
Walkways:	NIL
5% Parkland Dedication:	Cash payment in lieu of the 5% parkland dedication pursuant to City of London By-law C.P.-9.
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

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

Temporary access:	NIL
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SCHEDULE “E”

This is Schedule “E” to the Subdivision Agreement dated this _____ day of _____, 2017, between The Corporation of the City of London and Foxhollow Developments (London) Inc. to which it is attached and forms a part.

The Owner shall supply the total value of security to the City is as follows:

CASH PORTION:	\$ 726,524
BALANCE PORTION:	<u>\$4,116,968</u>
TOTAL SECURITY REQUIRED	\$4,843,492

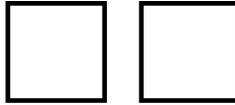
The Cash Portion shall be deposited with the City Treasurer prior to the execution of this agreement.

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 Foxhollow Developments (London) Inc. to which it is attached and forms a part.

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

Multi-Purpose Easements:

- (a) Multi-purpose easements shall be deeded to the City in conjunction with this Plan, over lands external to this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
 - (i) For servicing stubs, DICB's and associated works at the east limit of Twilite Boulevard and the north limit of Tokala Trail as per the accepted engineering drawings; and
 - (ii) For overland flow route to the existing woodlot as per the accepted engineering drawings at the east limit of Twilite Boulevard.



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Schedule "B"
Related Estimated Costs and Revenues

Agenda Item # Page #

Foxwoods Meadows Phase 2 - Foxwood Development (London) Inc.
Subdivision Agreement
39T-11503

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	
- Watermain oversized (DC14-WDO1001) ^(Note 4)	\$57,000
- Internal widening on Street 'A' at Hyde Park Road DC14-RS00063	\$20,045
- Engineering for Internal widening on Street 'A' at Hyde Park Road (DC14-RS00063)	\$3,000
- Channelization on Hyde Park Road at Street 'A' (DC14-RS00067)	\$236,698
- Engineering for Channelization on Hyde Park Road at Street 'A' (DC14-RS00067)	\$30,800
Claims for developer led construction from UWRF	
- None identified	\$0
Claims for City led construction from CSRF	
- None identified	\$0
TOTAL	\$347,543
Estimated Total DC Revenues ^(Note 2) (2017 Rates)	Estimated Revenue ^(Note 3)
CSRF	\$4,207,922
UWRF	\$378,859
TOTAL	\$4,586,781

- 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 and any conclusions based on a comparison of the Estimated DC Funded Servicing Costs and Estimated Total DC Revenues (above table) should be used cautiously.
- 4 Extent of watermain oversized may be reduced through review of additional water system modelling requested during the drawing submission stage of the subdivision approval.

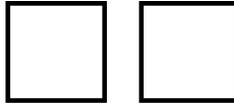
Reviewed by:

Nov 9 / 2017
Date


Matt Feldberg
Manager, Development Services (Subdivisions)

November 9, 2017
Date


Paul Yeoman
Director, Development Finance



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Schedule "C"
SOURCE OF FINANCING

#17204
November 20, 2017
(39T-11503)

RE: Subdivision Special Provisions - Foxwood Subdivision
Foxwood Developments (London) Inc.
Capital Budget Project No. TS1651 - Minor Roadworks-Channelization (Subledger 2417598)
Capital Budget Project No. TS1371 - Road Class Oversizing City Share (Subledger 2417594)
Capital Budget Project No. EW3818 - Watermain Internal Oversizing Subsidy (Subledger 2417593)

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:
Finance & Corporate Services confirms that a portion of these works can be accommodated within the Capital Works Budget, and that the Minor Roadworks Channelization Project TS1651 can be accommodated with a drawdown from the City Services - Road Levies Reserve Fund, and that subject to the adoption of the recommendations of the Managing Director, Development and Compliance and Chief Building Official and the Manager, Development Planning, the detailed source of financing is:

	Approved Budget	Additional Funding/ Adjustment	Revised Budget	Committed To Date	This Submission	Balance for Future Work
ESTIMATED EXPENDITURES						
TS1651 - Minor Roadworks-Channelization						
Engineering	\$85,540	\$140,962	\$226,502	\$185,460	\$31,342	\$0
Construction	477,314	1,358,063	1,835,317	1,596,453	240,864	0
	563,154	1,498,965	2,062,119	1,789,913	272,206	0
TS1371-Road Class Oversizing City Share						
Engineering	\$2,001	\$3,053	\$5,054	\$2,001	\$3,053	\$0
Construction	397,999	(3,053)	394,946	20,412	20,398	354,136
	400,000	0	400,000	22,413	23,451	354,136
EW3818-Watermain Internal Oversizing						
Construction	\$450,000		\$450,000	\$378,145	\$58,003	\$12,852
NET ESTIMATED EXPENDITURES	\$1,413,154	\$1,498,965	\$2,912,119	\$2,191,471	\$353,660	\$366,988
SOURCE OF FINANCING						
TS1651 - Minor Roadworks-Channelization						
Capital Levy	\$28,419		\$28,419	\$19,056	\$9,363	\$0
Drawdown from City Services - Road Levies Reserve Fund (Development Charges)	534,735	1,498,965	2,033,700	1,770,857	262,843	0
	563,154	1,498,965	2,062,119	1,789,913	272,206	0
TS1371-Road Class Oversizing City Share						
Capital Levy	\$4,400		\$4,400	\$829	\$868	\$2,703
Drawdown from Industrial Oversizing R.F.	10,400		10,400			10,400
Drawdown from City Services - Road Levies Reserve Fund (Development Charges)	385,200		385,200	21,584	22,583	341,033
	400,000	0	400,000	22,413	23,451	354,136
EW3818-Watermain Internal Oversizing						
Drawdown from Industrial Oversizing Water R.F.	\$1,700		\$1,700	\$1,700	\$0	\$0
Drawdown from City Services - Water Reserve Fund (Development Charges)	448,300		448,300	377,445	\$58,003	12,852
	450,000	0	450,000	379,145	\$58,003	12,852
TOTAL FINANCING	\$1,413,154	\$1,498,965	\$2,912,119	\$2,191,471	\$353,660	\$366,988

	TS1651	TS1371	EW3818	Total
1) Financial Note - Construction				
Contract Price	\$236,098	\$20,045	\$57,000	\$313,143
Add: HST @13%	30,771	2,606	7,410	\$40,787
Total Contract Price Including Taxes	267,469	22,651	64,410	354,530
Less: HST Rebate	26,895	2,253	6,407	35,555
Net Contract Price	\$240,854	\$20,398	\$58,003	\$319,255
Financial Note - Engineering				
Contract Price	\$30,800	\$3,000		\$33,800
Add: HST @13%	4,004	390		\$4,394
Total Contract Price Including Taxes	34,804	3,390		38,194
Less: HST Rebate	3,462	337		3,799
Net Contract Price	\$31,342	\$3,053		\$34,395
Total - Construction and Engineering	\$272,206	\$23,451	\$58,003	\$353,660

- 2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2014.
- 3) The additional funding requirement of \$1,498,965 is available as a drawdown from the City Services - Road Levies Reserve Fund. Committed to date includes claims for DC eligible works included with approved development agreements that may take many years to come forward. The 2014 DC Study identified a 20 year program for minor roadworks - channelization (DC14-RS00067/TS1651) with a total projected growth need of \$2,475,000. The total funding is allocated to the capital budget proportionately by year across the 20 year period. If the total commitments exceed the accumulated capital budget, funding is brought forward from future years allocations from the DC reserve fund, matching when claims are more likely to occur. The DC funded programs are closely monitored and Council will be apprised of pressure on budgets through the annual DC Monitoring process.

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Jason Senese
Manager of Financial Planning & Policy