

Report to Planning and Environment Committee

To: Chair and Members
Planning & Environment Committee

From: George Kotsifas, P. Eng
Managing Director, Development & Compliance Services &
Chief Building Official

Subject: Application By: Extra Realty Limited
660 Sunningdale Road East
Applewood Subdivision Phase 1 - Special Provisions

Meeting on: April 30, 2018

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 Extra Realty Limited for the subdivision of land over Concession 6 S, Part Lot 13, situated on the north side of Sunningdale Road, west of Adelaide Street North, municipally known as 660 Sunningdale Road East;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Extra Realty Limited for the Applewood Subdivision, Phase 1 (39T-09501) attached as Appendix "A", **BE APPROVED**;
- (b) the Applicant **BE ADVISED** that Development Finance has summarized the claims and revenues attached as Appendix "B", and
- (c) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

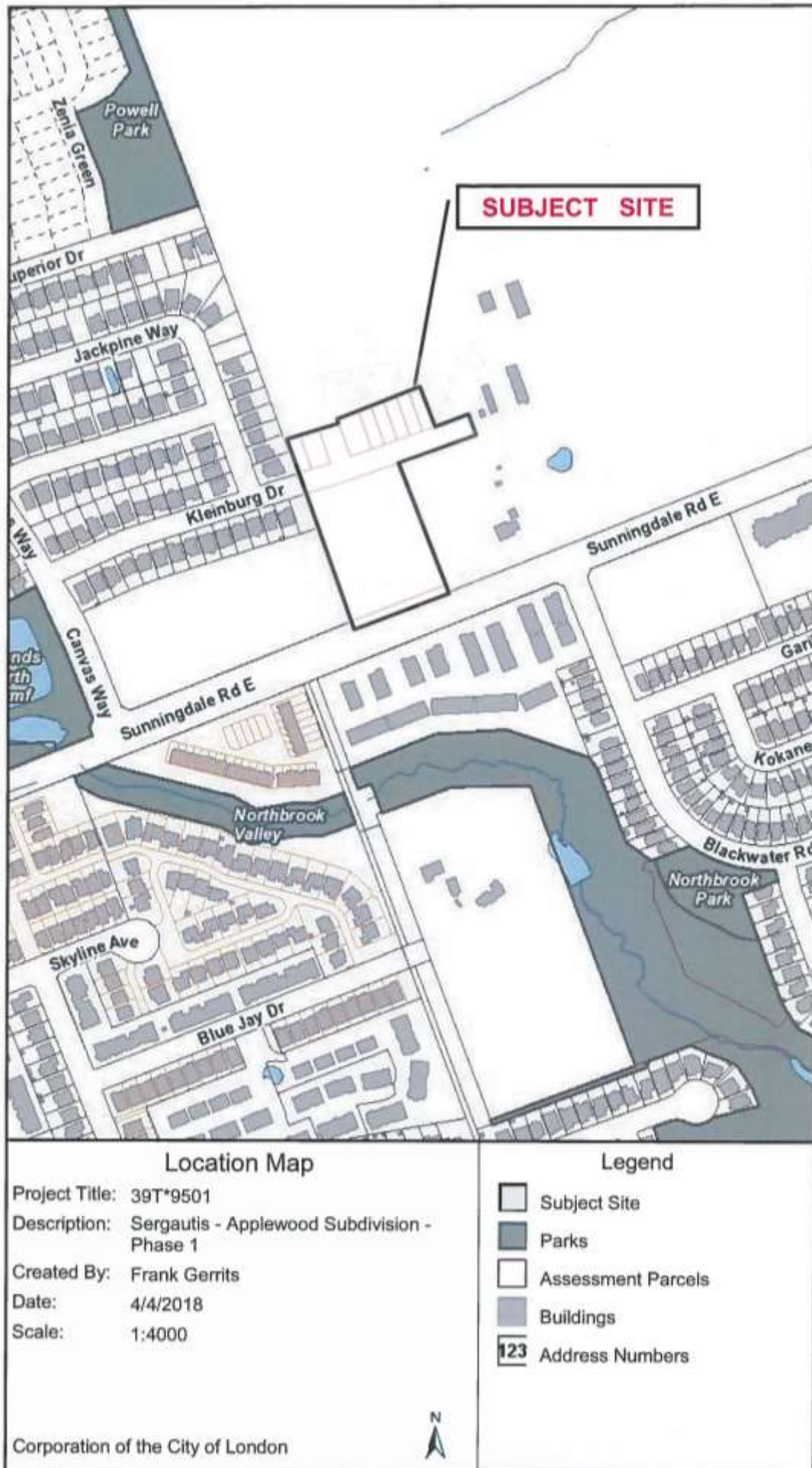
Analysis

1.0 Site at a Glance

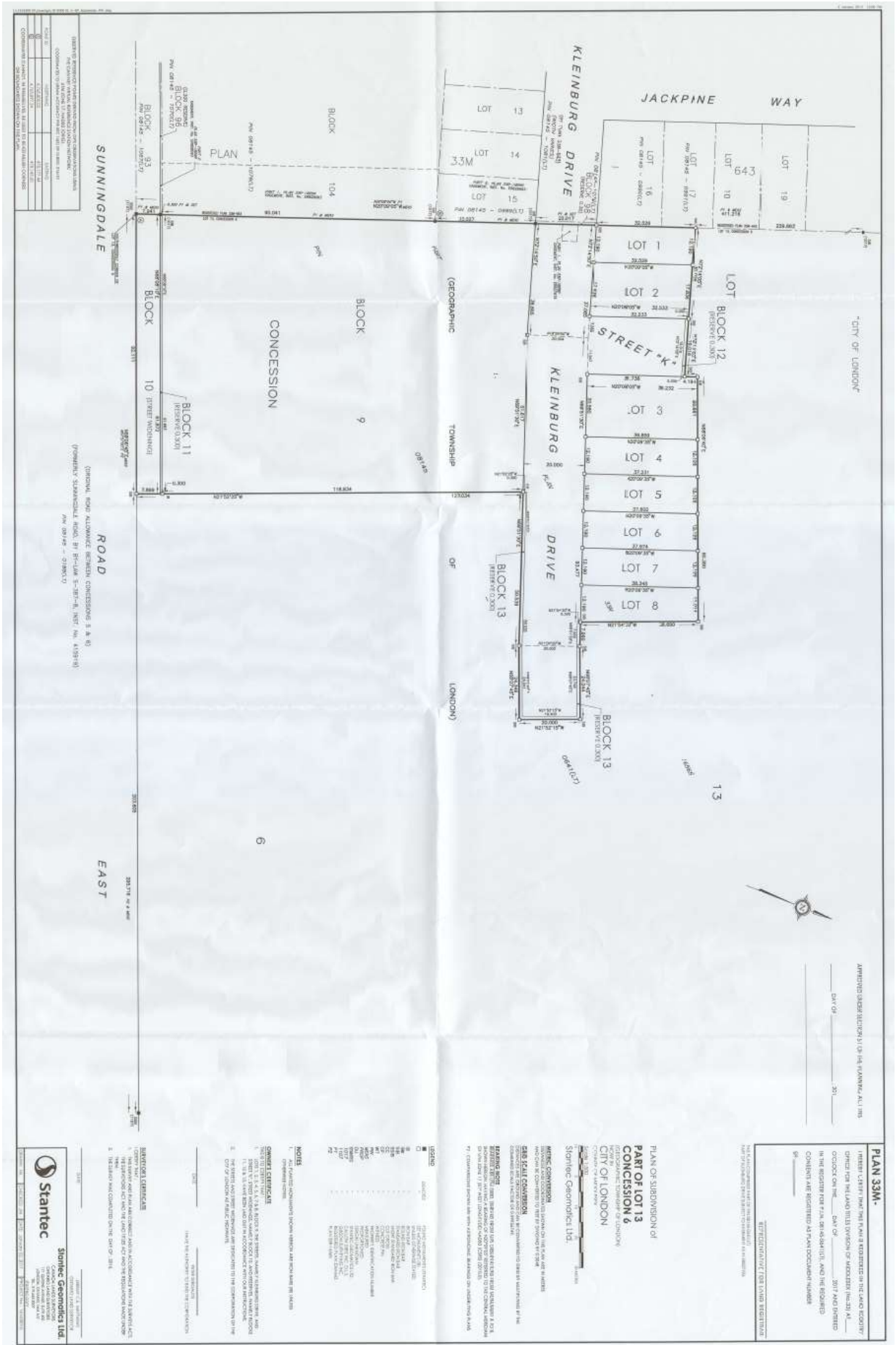
1.1 Property Description

The subject site is a 42 hectare parcel of land located at the northwest corner of Adelaide Street North and Sunningdale Road East. It is located at the northerly limit of the City and borders with the Township of Middlesex Centre. The property slopes generally from north to south with a rolling terrain. The site currently contains a 4 hectare woodlot (designated as Environmentally Significant Area), a small Provincially Significant Wetland, and existing buildings including a single detached dwelling (located towards the south end of the property, adjacent to the extension of Blackwater Road), and two brick barns which have been designated under the provision of Section 29(3) of the Ontario Heritage Act, R.S.O. 1990, c. O. 18, (currently under appeal).

1.2 Location Map Phase 1 Applewood Subdivision



1.3 Applewood Phase 1 Plan



NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	2017	STATTEC
2	REVISED PER PLAN	2017	STATTEC
3	REVISED PER PLAN	2017	STATTEC
4	REVISED PER PLAN	2017	STATTEC
5	REVISED PER PLAN	2017	STATTEC
6	REVISED PER PLAN	2017	STATTEC
7	REVISED PER PLAN	2017	STATTEC
8	REVISED PER PLAN	2017	STATTEC
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21	REVISED PER PLAN	2017	STATTEC
22	REVISED PER PLAN	2017	STATTEC

PROPOSED SUBDIVISION ROAD BY BY-LAW S-2017-18, INF. NO. 438718
 AM 09:45 - 09:45

APPROVED SHEET SECTION 51 (S) IN YAMASKA, ALI, INC.
 DAY OF _____ 2017

PLAN 33M-
 THESE LINES THAT THE PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND DIVISION OF ACCESS (M23) AT _____ DAY OF _____ 2017 AND DIBLED IN THE REGISTER FOR PLAN 33M-18-348-101, AND THE REGISTERED CONSENT ARE REGISTERED AS PLAN DOCUMENT NUMBER _____

PLANNING COMMISSION
 AND CAN BE COMPLETED BY THE PLAN AND IS SUBJECT TO THE COMMISSION'S DECISION ON THE PLAN.

STATTEC
 Stattec Geomatics Ltd.
 1000 SHEPPARD AVENUE EAST, SUITE 1000
 SCARBOROUGH, ONTARIO M1S 1T7
 TEL: (416) 291-1111
 WWW.STATTEC.COM

LEGEND

- 1. CONCRETE DRIVE
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NOTES

1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN METERS.
2. THE PLAN IS SUBJECT TO THE CITY OF LONDON'S ZONING BY-LAW S-2017-18, INF. NO. 438718.
3. THE PLAN IS SUBJECT TO THE CITY OF LONDON'S SUBDIVISION ACT, R.S.O. 1990, CHAPTER S.5.
4. THE PLAN IS SUBJECT TO THE CITY OF LONDON'S CONVEYANCE ACT, R.S.O. 1990, CHAPTER C.63.
5. THE PLAN IS SUBJECT TO THE CITY OF LONDON'S CONVEYANCE ACT, R.S.O. 1990, CHAPTER C.63.
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22. THE PLAN IS SUBJECT TO THE CITY OF LONDON'S CONVEYANCE ACT, R.S.O. 1990, CHAPTER C.63.

REVISIONS IDENTICAL

NO CHANGES TO THIS PLAN AS ACCORDANCE WITH THE SUBDIVISION ACT, R.S.O. 1990, CHAPTER S.5, AND THE CONVEYANCE ACT, R.S.O. 1990, CHAPTER C.63, AND THE REGISTERED CONSENT ARE REGISTERED AS PLAN DOCUMENT NUMBER _____

2.0 Description of Proposal

2.1 Development Proposal

The draft plan of subdivision was recently revised (February, 2018) and consists of 39 low density blocks (Blocks 1-39), four (4) medium density residential blocks (Blocks 40-44), two (2) commercial blocks (Blocks 46-47), two (2) commercial/mixed use residential blocks (Blocks 48-49), three (3) open space blocks (Blocks 49-51), eight (8) parkland and walkway blocks (Blocks 52-59), one (1) stormwater management block (Block 60), one (1) road widening block (Block 61), six (6) 0.3 m reserve blocks (Blocks 62-67), all served by one (1) primary collector road (Blackwater Road), one (1) secondary collector road (Street "D"/Superior Drive), and ten (10) new local streets.

A public meeting for the revised Draft Plan and associated Zoning By-law amendment was held at Planning and Environment Committee on January 22, 2018. The Zoning By-law amendment was referred back to staff and ultimately brought forward to the February 20, 2018 PEC meeting for approval. The revised draft plan of subdivision was approved by the Approval Authority on February 21, 2018. The Zoning By-law amendment is now in force and effect.

The Applicant is registering the first phase of this subdivision, which consists of eight (8) single detached lots and one (1) multi-family, medium density block, all located off of the extension of Kleinburg Drive.

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.

Prepared by:	Nancy Pasato, MCIP, RPP Senior Planner, Development Services
Recommended and Reviewed by:	Lou Pompili, MCIP RPP Manager, Development Planning (Subdivision)
Reviewed by:	Matt Feldberg Manager, Development Services (Subdivision)
Concurred in by:	Paul Yeoman, RPP, PLE Director, Development Services
Submitted by:	George Kotsifas, P.ENG Managing Director, Development and Compliance Services and Chief Building Official

April 23, 2018

NP/FG \\CLFILE1\users-x\pdda\Shared\DEVELOPMENT SERVICES\4 - Subdivisions\2009\39T-09501- 660
SUNNINGDALE RD E (JL)\Subdivision Agreement\39T-09501 - Applewood Phase 1 - PEC REPORT.docx

Appendix A – Special Provisions

5. STANDARD OF WORK

Remove Subsection 5.7 as there are no rear yard catchbasins in this Plan.

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

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

16. PROPOSED SCHOOL SITES

Remove Subsections 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.~~

~~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.

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

Add the following new Special Provisions:

- #1 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall implement all geotechnical recommendations made in the geotechnical report accepted by the City, to the satisfaction of the City, at no cost to the City.
- #2 The Owner shall have its Urban Designer and/or Architect, as pre-approved by the City, certify all building permit applications for single detached dwellings that the building plans are designed in accordance with the approved urban design guidelines.
- #3 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 Kleinburg Drive inside this Plan, an amount of \$20,000.

25.2 CLAIMS

Remove Subsection 25.2 (a) in its entirety and replace with:

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

Delete Subsection 25.2 (b) through (g) in its entirety:

~~(a) — The Owner may, upon approval of this Agreement and completion of the works, make application to the Director — Development Finance for payment of the sum alleged to be owing, and as confirmed by the City Engineer (or designate) and the Director — Development Finance and the payment will be made pursuant to any policy established by Council to govern the administration of the said development charge Reserve Fund.~~

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

- ~~(i) — for the construction of XXXXXXXXXXXXXXX, the estimated cost of which is \$ _____;~~
- ~~(ii) — for the construction of eligible sanitary sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$ _____;~~
- ~~(iii) — for the construction of eligible storm sewers in conjunction with the Plan, subsidized at an estimated cost of which is \$ _____;~~
- ~~(iv) — for the construction of eligible watermains in conjunction with this Plan, subsidized at an estimated cost of which is \$ _____;~~
- ~~(v) — for the construction of left turn channelization on _____ at _____, the estimated cost of which is \$ _____, as per the accepted work plan;~~
- ~~(vi) — for the ultimate design of _____ Road, including channelization, the estimated cost of which is \$ _____, as per the accepted work plan;~~
- ~~(vii) — for the installation of street lights on _____, from _____ to _____, the estimated cost of which is \$ _____, as per the accepted work plan;~~

~~(viii) for the installation of traffic signals at the intersection of _____ and _____, when deemed warranted by the City Engineer, the estimated cost of which is \$ _____, as per the accepted work plan;~~

~~(ix) for the construction of pavement widening on _____ at _____ 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 \$ _____. The claim will be based on a pavement widening of 1.5 metres for a distance of 45 metres with a 30 metre taper. The costs of the gateway treatment over and above the claimable portion shall be at the Owner's expense, as per the accepted work plan;~~

~~(x) for dedicating to the City Block _____ on this Plan for stormwater management purposes, the estimated cost of which is \$ _____.~~

The estimated amounts herein will be adjusted in accordance with contract prices in the year in which the work is carried out.

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.

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

~~(c) 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.~~

~~(d) The Owner shall provide full-time supervision by its Professional Engineer for all claimable works to be constructed in accordance with current City policies. Upon completion of these claimable 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.~~

~~(e) 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 a minimum of two weeks notice of meetings and copies of all agenda and minutes as appropriate, all to the satisfaction of the City.~~

~~(f) 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.~~

25.6 GRADING REQUIREMENTS

Add the following new Special Provisions:

- #4 The Owner shall grade the portions of Block 9 of this Plan, which has a common property line with Sunningdale Road East, to blend with the ultimate profile of Sunningdale Road East, in accordance with the accepted engineering drawings.

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 Stoney Creek Subwatershed Study and any addendums/amendments;
 - ii) The approved Storm/Drainage and SWM Servicing Functional Report for the subject lands, in accordance with the file manager process;
 - iii) The accepted Municipal Class EA for Storm Drainage and Stormwater Management Servicing Works for the Stoney Creek Undeveloped Lands (2008) and the Minor revisions/amendments to the Municipal Class EA for Storm Drainage and Stormwater Management Servicing Works for the Stoney Creek Undeveloped Lands (May 2011) and any amendments and/or addendums;
 - iv) The approved Functional SWM Servicing Report and the detailed design of the Uplands North (Powell) SWMF 2B by AECOM – May 2011;
 - 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:

- #5 The Owner shall decommission any temporary sediment basins and associated infrastructure in this Plan upon development of Block 9, to the satisfaction of the City, at no cost to the City.

25.8 SANITARY AND STORM SEWERS

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

- (c) The Owner shall construct the storm sewers to service the Lots and Blocks in this Plan, which is located in the Stoney Creek Subwatershed, and connect them to the City's existing storm sewer system being the 450 mm diameter storm sewer on Kleinburg Drive, in accordance with the accepted engineering drawings, to the satisfaction of the City. The storm sewers required in conjunction with this Plan shall be sized to accommodate all upstream lands to the specifications of the City Engineer and at no cost to the City unless otherwise specified herein.

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

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

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

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

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

(o) The Owner shall construct the sanitary sewers to service the Lots and Blocks in this Plan and connect them to the City's existing sanitary sewage system being the 200 mm diameter sanitary sewer on Kleinburg Drive, in accordance with accepted engineering drawings, to the satisfaction of the City.

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:

- #6 The Owner shall remove the temporary Ditch Inlet Catch Basin's, (DICBS), etc. and the existing easements on Kleinburg Drive may be quit claimed, all to the satisfaction and specifications of the City Engineer and at no cost to the City.
- #7 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make adjustments to the existing works and services on Kleinburg Drive in Plan 33M-643, 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 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 (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 accepted engineering drawings.

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

#8 The Owner shall construct the watermains to service the Lots and Blocks in this Plan and connect them to the City's existing water supply system, being the 200 mm diameter water main on Kleinburg Drive, as per the accepted engineering drawings, to the specifications of the City Engineer.

Add the following new Special Provisions:

#9 The Owner shall 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.

- #10 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 for the following:
- i. to meter and pay the billed costs associated with any automatic flushing devices including water discharged from any device at the time of their installation until removal/assumption;
 - ii. any incidental and/or ongoing maintenance, periodic adjustments, repairs, replacement of broken, defective or ineffective product(s), poor workmanship, etc. of the automatic flushing devices;
 - iii. payment for maintenance costs for these devices incurred by the City on an ongoing basis until removal/assumption; and
 - iv. all works and the costs of removing the devices when no longer required.
- #11 The Owner shall ensure the limits of any request for Conditional Approval shall conform to the staging plan as set-out in the accepted engineering drawings and shall include the implementation of the interim water quality measures. In the event the requested Conditional Approval limits differ from the staging as set out in the accepted engineering drawings, and the watermains are not installed to the stage limits, the Owner would be required to submit revised plans and hydraulic modelling as necessary to address water quality.
- #12 With respect to any proposed development 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 if it is determined by the Ministry of Environment and Climate Change (MOECC) that the water servicing for the Block is a regulated drinking water system, then the Owner or Condominium Corporation may be required to meet the regulations under the Safe Drinking Water Act and the associated regulation O.Reg. 170/03.
- If deemed a regulated system, the City of London may be ordered by the Ministry of the Environment and Climate Change (MOECC) to operate this system in the future. The system may be required to be designed and constructed to City standards.
- #13 Prior to connection of the constructed water distribution system to the City's Municipal water distribution system, the Owner shall ensure that watermains are commissioned in accordance with the requirements of the City of London's Standard Contract Documents and all water quality measures are in place.

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 Kleinburg Drive in this Plan connects with Kleinburg Drive in Plan 33M-643, including all underground services and all related works as per the accepted engineering drawings;

The Owner shall complete all work on the said street(s) in accordance with current City standards, procedures and policies, and restore the road(s), and ensure that adequate precautions are taken to maintain vehicular and pedestrian traffic and existing water and sewer services at all times during construction, except as approved otherwise by the City Engineer. The Owner shall provide full-time supervision by its Professional Engineer for all works to be constructed on **Kleinburg Drive** in accordance with current City policies. Upon completion of these works, a Certificate of Completion of Works is to be supplied to the City, pursuant to the General Provisions and **Schedule 'G'** of this Agreement.

The Owner shall complete the works specified above on a schedule acceptable to the City or as otherwise specified herein. Where the Owner is required to close any City of London road section the Owner shall have available for submission to the City a Traffic Protection Plan acceptable to the City Engineer (or his/her designate), a schedule of construction for

the proposed works on the above-noted street(s) and a detail of the proposed timing and duration of the said works in accordance with the Ministry of Labour and Ministry of Transportation requirements within the Ontario Traffic Manual Book 7. Further, the Owner shall obtain a Permit for Approved Works from the City prior to commencing any construction on City land or right-of-way.

Where required by the City Engineer, the Owner shall establish and maintain a Traffic Management Plan (TMP) intended to harmonize a construction project's physical requirements with the operational requirements of the City, the transportation needs of the travelling public and access concerns of area property owners in conformity with City guidelines and to the satisfaction of the City Engineer for any construction activity that will occur on existing public roadways needed to provide services for this Plan of Subdivision. The Owner's contractor(s) shall undertake the work within the prescribed operational constraints of the TMP. The TMP shall be submitted by the Owner at the time of submission of servicing drawings for this Plan of Subdivision, and shall become a requirement of the said drawings.

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

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

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

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

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

~~(ii) The Owner shall notify the purchasers of all lots abutting the raised intersection traffic calming circle(s) in this Plan that there may be some restrictions for driveway access due to diverter islands built on the road.~~

~~(iii) Where a traffic calming circle is located, the Owner shall install the traffic calming circle as a traffic control device, including the diverter islands, or provide temporary measures, to the satisfaction of the City prior to the issuance of a Certificate of Conditional Approval for that section of road.~~

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

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

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

Add the following new Special Provisions:

#14 The Owner shall construct a temporary turning circle at the east limit of Kleinburg Drive, to the satisfaction of the City Engineer and at no cost to the City.

If the Owner requests the City to assume Kleinburg Drive, all as shown on this Plan of Subdivision, prior to its extension to the east, 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 east limit of Kleinburg Drive and completing the curb and gutter, asphalt pavement, Granular 'A', Granular 'B', sodding of the boulevard, 1.5 metre concrete sidewalks on the north and south side, 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 \$20,000 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.

- #15 The Owner shall be required to make minor boulevard improvements on Sunningdale Road East 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.
- #16 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.

SCHEDULE "C"

This is Schedule "C" to the Subdivision Agreement dated this _____ day of _____, 2018, between The Corporation of the City of London and Extra Realty Limited to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Kleinburg Drive shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres; and'
- Taurus Street shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 19 metres.

Sidewalks

A 1.5 metre sidewalk shall be constructed on both sides of Kleinburg Drive.

A 1.5 metre sidewalk shall be constructed on one side of Taurus Street on the west boulevard

Pedestrian Walkways

There are no walkways in this Plan.

SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2018, between The Corporation of the City of London and Extra Realty Limited 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 11, 12 and 13
Road Widening (Dedicated on face of plan):	Block 10
Walkways:	NIL
5% Parkland Dedication:	NIL – to be taken through future phase(s).
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 _____, 2018, between The Corporation of the City of London and Extra Realty Limited 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:	\$ 95,383
BALANCE PORTION:	<u>\$540,502</u>
TOTAL SECURITY REQUIRED	\$635,885

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. CPOL-13-114 and policy adopted by the City Council on April 4, 2017 and any amendments.

~~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.

SCHEDULE "F"

This is Schedule "F" to the Subdivision Agreement dated this _____ day of _____, 2018, between The Corporation of the City of London and Extra Realty Limited 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) Temporary turning circle easements shall be deeded to the City in conjunction with this Plan at the east limit of Kleinburg Drive as per the accepted engineering drawings.

Road Easements:

There are no road easements required.

Appendix B – Related Estimated Costs and Revenues

Related Estimated Costs and Revenues

Estimated DC Funded Servicing Costs	Estimated Cost (excludes HST)
Claims for developer led construction from CSRF - None identified.	\$0
Claims for City led construction from CSRF - None identified.	\$0
Total	\$0
Estimated Total DC Revenues (2018 Rates)	Estimated Revenue
CSRF	\$675,582
UWRF	\$61,004
TOTAL	\$736,586

1 There are no anticipated claims associated with this development.

2 Estimated Revenues are calculated using 2018 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.

April 3 / 2018
Date

Reviewed by:



Matt Feldberg
Manager, Development Services
(Subdivisions)

April 3 / 2018
Date



Paul Yeoman
Director, Development Finance

Appendix C – Additional Information

Previous Reports

June 9, 2003 – Report to the Planning Committee recommending adoption of the Uplands North Area Plan.

July 18, 2005 – Report to the Planning Committee regarding the Placemaking demonstration project.

May 6, 2009 – Report to Planning Committee regarding tree cutting on the property.

June 22, 2009 – Report to Planning Committee regarding status of subdivision/file; information report.

October 8, 2013 - Report to Planning Committee regarding status of subdivision/file; information report.

July 28, 2014 - Report to Planning and Environment Committee recommending approval of a redlined draft plan of subdivision and associated Official Plan and Zoning By-law amendments; Staff recommendation of redline changes to the draft plan and associated amendments supported/approved by Municipal Council.

July 17, 2017 – Report to Planning and Environment Committee on Request for Demolition of Heritage Listed Property located at 660 Sunningdale Road East; Staff recommendation that notice be given under the provision of Section 29(3) of the Ontario Heritage Act, R.S.O. 1990, c. O. 18, of Municipal Council's intention to designate the property to be of cultural heritage value or interest for the reasons outlined in Appendix D of this report; supported/approved by Municipal Council

January 22, 2018 - Report to Planning and Environment Committee recommending approval of a revised redlined draft plan of subdivision and associated Zoning By-law amendments; Staff recommendation of redline changes to the revised draft plan and associated amendments. Municipal Council supported the draft plan revisions but requested changes to the zoning by-law.

February 20, 2018 – Report to Planning and Environment Committee recommending revised Zoning By-law amendments; by adding additional special provisions that permit apartment buildings within a mixed use building restricted to the rear portion of the ground floor or above. Municipal Council supported the revised zoning by-law amendment.