

## 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: Southside Group  
3804 South Winds Drive  
Deer Creek Subdivision - 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 Southside Group for the subdivision of land over Part Lot 74, West of the North Branch of the Talbot Road, (Geographic Township of London), situated on the north end of South Winds Drive, municipally known as 3804 South Winds Drive;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Southside Group for the Deer Creek Subdivision, (39T-09503) 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.

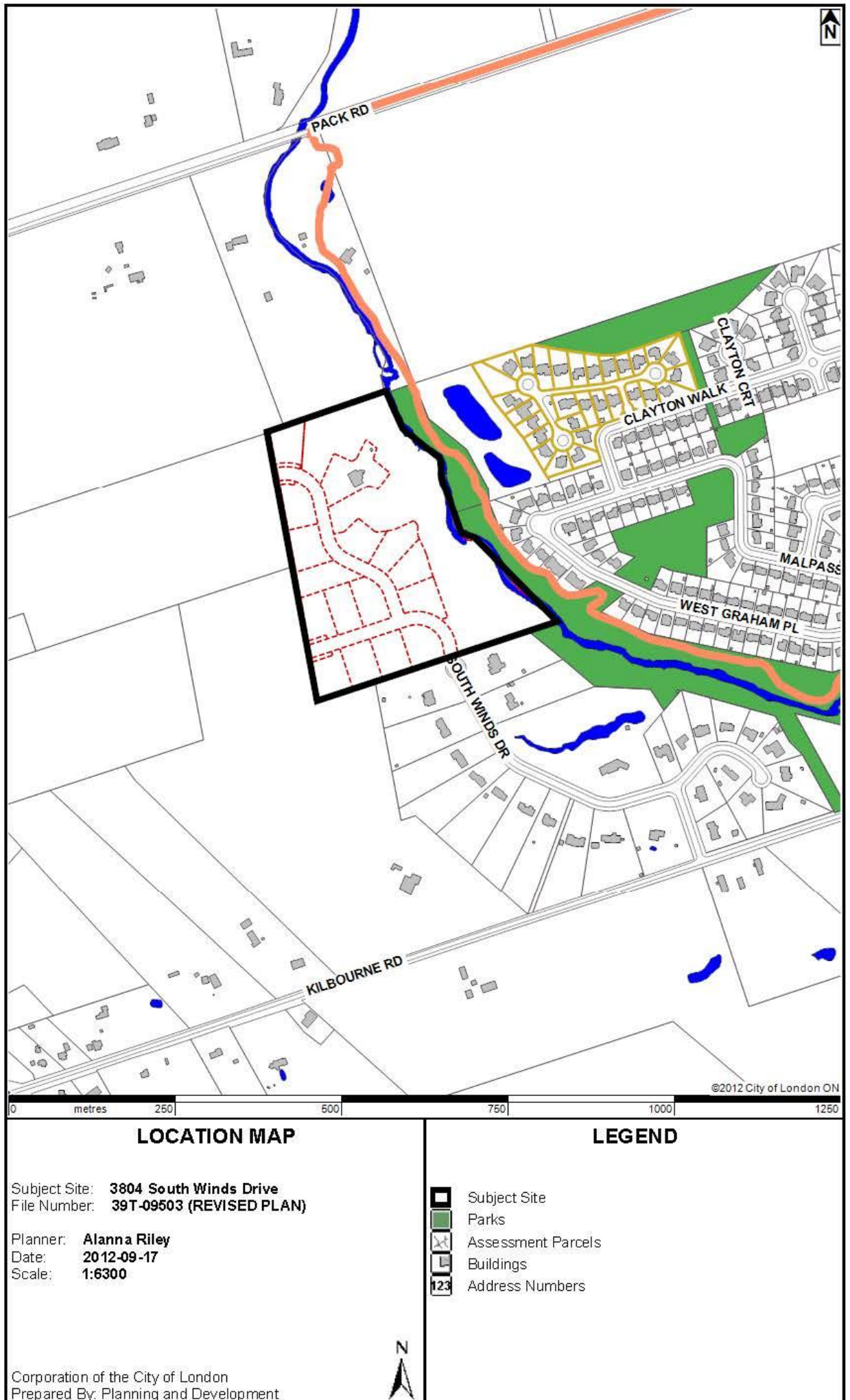
## Analysis

### 1.0 Site at a Glance

#### 1.1 Property Description

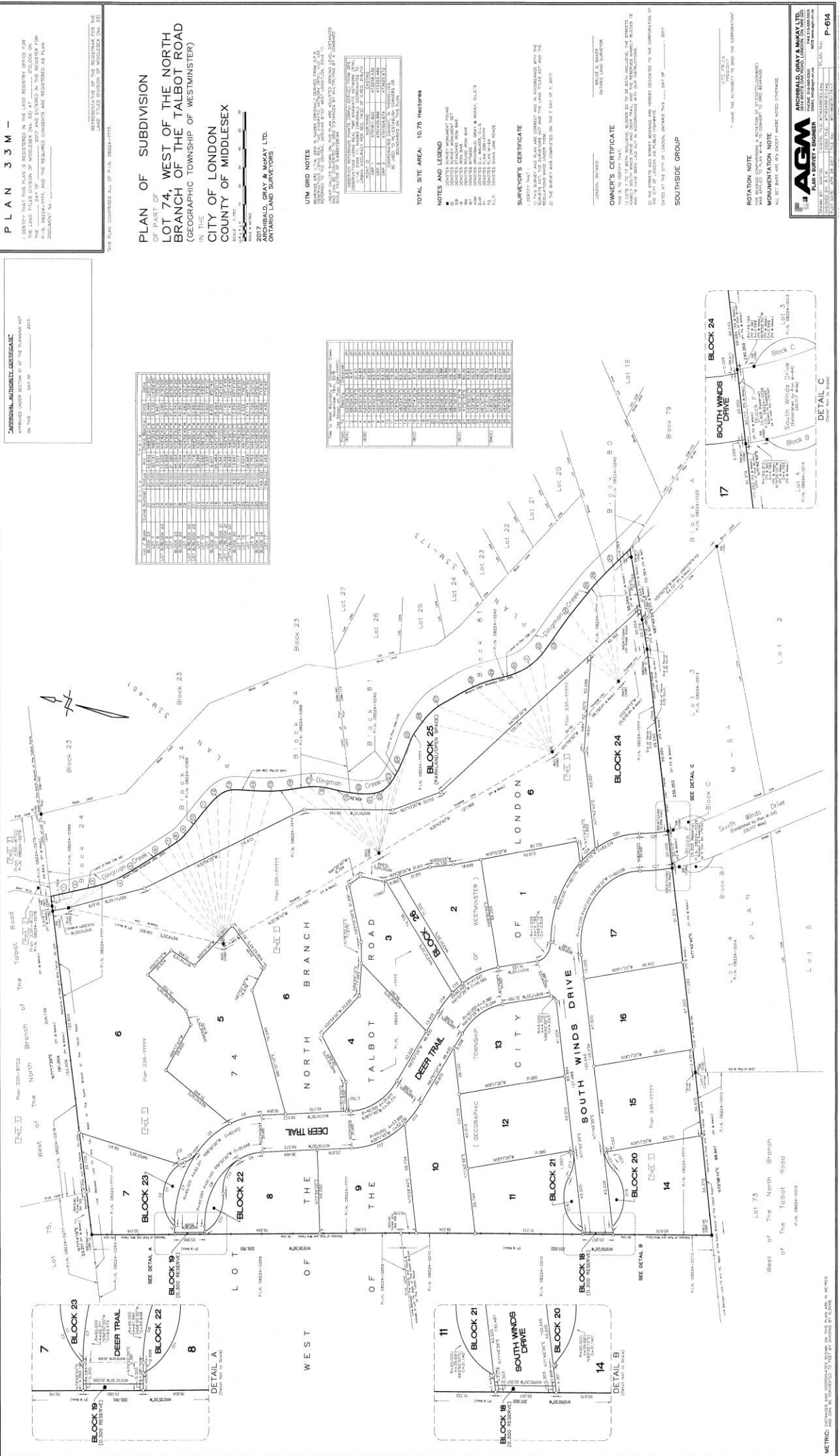
The subject site is a 10.9 hectare parcel, (27 acres) of land located at the north end of South Winds Drive, north of Kilbourne Road, all west of Colonel Talbot Road. It is located at the westerly portion of the City and is outside of the Urban Growth Boundary. The surrounding lands are comprised predominantly of agricultural operations and rural residential to the north and west, and a stream corridor and low density residential to the south and east. The subject parcel is located west of Dingman Creek. The subject site is comprised of field crop with a driveway extending from the existing residential subdivision to the south of the existing dwelling located at 3804 South Winds Drive.

## 1.2 Location Map Deer Creek Subdivision



# 1.3 Deer Creek Plan of Subdivision

39T-09503



## 2.0 Description of Proposal

### 2.1 Development Proposal

The application for approval of a draft plan of subdivision was accepted on August 25, 2009. At that time, the draft plan consisted of 22 single detached lots served by two local streets, one of which is the extension of South Winds Drive from the existing residential estate subdivision to the south. The site had a total area of 10.9 hectares (26.9 acres) with single family lots ranging in size from 0.2 to 0.3 hectares (0.5 to 0.74 acres).

A revised plan of subdivision was submitted and accepted by the City on September 24, 2012. The revised plan of subdivision reduced the number of residential lots from 22 to 17 larger sized lots. The plan is served by two local streets (includes an extension of South Winds Drive) extending to the westerly property boundary and terminating with temporary turning circles, temporary road easement blocks, and 0.3 metre (1 foot) reserve blocks. Municipal Council considered this draft plan, Official Plan and Zoning By-law amendments and recommended they be approved subject to conditions.

Appeals to the Ontario Municipal Board to Council's decision was submitted by Valerie M'Garry of Valerie M'Garry Law Office on behalf of Doug Dittmer and Elizabeth MacKinnon, and by Stephen Gibson of McKenzie Lake Lawyers on behalf of James Waldie, and Joseph Liberatore, relating to Council's decision.

On March 23, 2016, the Ontario Municipal Board issued the following:

*Based on all of the foregoing, we are satisfied that the proposal should move forward. Accordingly, it is ordered that:*

- a) The OPA is approved.*
- b) City By-law Z.-1 is amended in accordance with the ZBA.*
- c) The Draft Plan is approved subject to the Draft Plan Conditions.*
- d) Pursuant to s. 51(56.1) of the Act, final approval of the Draft Plan for purposes of s. 51(58) is hereby given to the City.*
- e) The Appeals are dismissed.*

The Applicant is registering this plan of subdivision, which consists of seventeen (17) single detached lots, located off of the extension of Southwinds Drive and the creation of Deer Trail.

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

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

<b>Prepared by:</b>	<b>Craig Smith Senior Planner, Development Services</b>
<b>Recommended and Reviewed by:</b>	<b>Lou Pompilii, MCIP RPP Manager, Development Planning (Subdivision)</b>
<b>Reviewed by:</b>	<b>Matt Feldberg Manager, Development Services (Subdivision)</b>
<b>Concurred in by:</b>	<b>Paul Yeoman, RPP, PLE Director, Development Services</b>
<b>Submitted by:</b>	<b>George Kotsifas, P.ENG Managing Director, Development and Compliance Services and Chief Building Official</b>

April 23, 2018

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## Appendix A – Special Provisions

### 5. STANDARD OF WORK

- **Remove** Subsection 5.7 as this is not applicable.
- ~~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 Lot 17 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.~~

### 9. INITIAL CONSTRUCTION OF SERVICES AND BUILDING PERMITS

**Revise** Subsection 9.1 as follows:

- 9.1 The Owner, any subsequent owner and or their agents or assignee, covenants and agrees that no building permit will be applied for (other than any permit which may be required for the construction of the works and services hereinafter described) and no person shall be entitled to a building permit with respect to any Lot upon this Plan of subdivision until with regard to the services in respect thereof there exists a Certificate of Conditional Approval, except as hereinafter provided. If, in the opinion of the City Engineer, or upon certification by an independent registered Professional Engineer, Lots are serviced with:
- (a) ~~storm sewer and storm private drain connection connected to an approved outlet;~~
  - (b) ~~sanitary sewer and sanitary private drain connection connected to an approved outlet;~~
  - (c) ~~approved water main and water service connection;~~
  - (d) approved electrical connection;
  - (e) curb and gutter;
  - (f) catch basins and connections;
  - (g) granular "B" access road;
  - (h) permanent street signs; and
  - (i) subdivision and Lot identification signs;

and provided that the Owner has complied with the City's "Subdivision and Development Agreement Security Policy" which may be in effect from time to time; and provided also that the Owner shall not then be in default under any term of this Agreement, the City may issue a Certificate of Conditional Approval in respect of such services, excepting only that any Lot not having been serviced with a water service connection from an abutting water main, will not delay the issuance of the said Certificate of Conditional Approval.

**Revise** Subsection 9.2 as follows:

- 9.2 The Owner covenants and agrees, and undertakes to notify, in writing, any purchaser of a Lot on the said plan of subdivision from him, that no building permit will be issued until works and services have been constructed and installed for the benefit of the Lot in respect of which a permit is sought, and no proceedings to compel the City or its officers or employees to issue any building permit shall be taken until the said works and services have been constructed and installed as aforesaid. The issuance of a building permit with respect to any particular Lots shall not be deemed an admission by the City that the services to such Lot have been satisfactorily completed. Notwithstanding the requirement



for curb and gutter to be installed prior to the issuing of a building permit, the City, subject to all other conditions having been met, may issue a building permit or permits provided that the Owner shall certify that he has supplied in writing, to the builder or owner of the property, all the necessary respective elevations and grades as shown on the approved Lot grading plan and street profile. Failure on the part of the Owner to notify, in writing, any purchaser from him, shall be deemed to be a default of the Owner under this Agreement. No occupancy of any building shall take place until there has been constructed within the street allowance adjacent to that building, the following:

- ~~i) a storm sewer and private drain connection connected to an approved outlet;~~
- ~~ii) a sanitary sewer and sanitary private drain connection connected to an approved outlet;~~
- ~~iii) approved water main and water service connection;~~
- iv) approved electrical connection;
- v) catch basins and connections;
- vi) granular "B" access road;
- vii) permanent street signs;
- viii) subdivision and Lot identification signs.

**Revise** Subsection 9.5 as follows:

9.5 Prior to the issuance of a Certificate of Conditional Approval, the Owner shall have its Professional Engineer carry out the following to the satisfaction of the City Engineer and at no cost to the City in order to verify that no deficiencies exist in the storm ~~and sanitary~~ sewers constructed to serve this Plan:

- i) Provide a copy of the video inspection of all storm ~~and sanitary sewer~~ systems constructed to serve this Plan in a format acceptable to the City Engineer. The video is to be checked in advance by the Owner's Professional Engineer to identify the deficiencies, with an explanation of how the deficiencies were corrected;
- ii) Conduct deflection testing by pulling a suitable mandrel through the pipe not sooner than thirty (30) days after the completion of backfilling, all in accordance with Ontario Provincial Standard Specifications; and
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- iii) ~~Carry out testing of the sanitary sewer system in accordance with OPSS 407, OPSS 410 and the City of London Standard Contract Documents for infiltration testing, exfiltration testing and low pressure air testing. The Owner's Professional Engineer shall provide a report of the test results to the City. Any deficiencies must be corrected and additional testing carried out to ensure the system meets the applicable standard.~~

## 10. COMPLETION, MAINTENANCE, ASSUMPTION AND GUARANTEE

**Revise** Subsection 10.7 as follows:

10.7 The Owner hereby agrees that the City will assume each street in this subdivision when the following are completed to the satisfaction of the City:

- (i) All works and services required on the street to be assumed, including all storm ~~and sanitary private drain connections and water services~~, must be constructed in accordance with the final approval servicing plans based on the final Lot layout of Lots in this Plan;
- (ii) Either seven (7) years has elapsed from the date of registration of the Subdivision Agreement, or a minimum of seventy percent (70%) of the building Lots and Blocks fronting the street to be assumed are built upon, whichever is earlier, or other arrangements are made with and approved by the City; and
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- (iii) The works, services and roads requested for assumption connect to already assumed works, services and roads.

## 16. PROPOSED SCHOOL SITES

**Remove** Subsection 16.3 to 16.9 as there are no school blocks in this Plan.

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~~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.~~

## **24. IDENTIFICATION SIGNS / SITE SIGNAGE**

**Remove** Subsection 24.1 and **replace** in its entirety with the following:

24.1 The Owner shall:

(a) erect, or cause to be erected, at his entire expense, subdivision identification signs in accordance with the City's standard "Specifications for Subdivision Identification Signs", as they apply to this subdivision. The Owner shall be responsible for obtaining the information from the City;

(b) maintain all signs erected pursuant to 24.1(a) above, at all times in a condition satisfactory to the City and will not be removed until 95% of all the subdivision housing units have been built and occupied;

(c) notwithstanding any other provisions of this Agreement, refrain from making any application for building permits, which includes a permit restricting occupancy, until such time as the Owner has complied with subsections (a) and (b) of this clause;

(d) prior to the issuance of a Certificate of Conditional Approval, the Owner shall erect a sign at each street entrance to the subdivision informing the public that the subdivision is un-assumed by the City. The sign shall be erected and shall be maintained until assumption, all to the satisfaction of the City, at no cost to the City. The sign shall read;

This subdivision is currently not assumed by the City. Responsibility for the maintenance remains with **(name of the developer)**. All City of London by-laws still apply; and



- (e) prior to the construction of any dwellings within this Plan, erect at all street intersections and other locations as required by the City, permanent signs designating street names, parking restrictions and other information as required by the City, installation and maintenance shall be the responsibility of the Owner, and at no expense to the City. All signs shall be of a design approved by the City.
- (f) prior to the issuance of a Certificate of Conditional Approval, the Owner shall erect signs on dead-end streets, where applicable, with a notification that the street is to be a through street in future. The Owner shall be responsible for the maintenance and replacement of the signs, at no cost to the City.

## 25.1 STANDARD REQUIREMENTS

**Revise** Subsection 25.1 (d) as follows:

- (d) Should the Owner develop this Plan in stages, prior to the issuance of a Certificate of Conditional Approval for this Plan, the Owner shall submit to the City for approval, a schedule of constructing the proposed staged development including the streets and proposed Lots to be constructed in each stage.

Prior to the issuance of a Certificate of Conditional Approval for each stage of development, the Owner shall satisfy the following matters to the specifications and satisfaction of the City, and all at no cost to the City:

- (i) construct a minimum of two (2) access roads to at least a granular 'B' road condition between the approved staged area and one or more existing City streets in order to provide primary and secondary emergency access routes to the Lots and Blocks in the approved staged areas. Should one or more of these access roads not be located on a road allowance in this Plan, then the Owner will be required to deed to the City an adequate right-of-way over each of the said access roads to the specifications of the City and at no cost to the City, prior to any building permits being issued in the approved staged area. The City agrees to quit claim each of the aforementioned rights-of-way after the City determines that they are no longer required for emergency access purposes;
- (ii) ~~submit flow design calculations prepared by its Professional Engineer of the proposed looped and unlooped watermain systems to service the approved staged area to the City's Water Engineering Division for review and approval;~~
- (iii) ~~construct the looped and unlooped watermain systems as approved by the City's Water Engineering Division to the extent where the watermains are operational and adequate fire flows are proven to be available to the satisfaction of the City's Water Engineering Division;~~
- (iv) construct barricades at the limits of all dead-end streets in the approved staged area as required by the City. The barricades are to be installed at the same time as the placement of the granular 'B' on affected streets;
- (v) erect signs on dead-end streets in the approved staged area, where applicable, with a notification that the street is to be a through street in future;
- (vi) construct a temporary turning circle to City standards where a dead-end street in the approved staged area is greater than 45 metres (150 feet) long;
- (vii) restrict construction traffic to and from this subdivision to designated streets, and if necessary place barricades as required to restrict construction traffic, such that no construction traffic to and from this subdivision will utilize existing streets adjacent to this Plan, except as approved otherwise by the City; and
- (viii) all servicing works for the stage and downstream works must be completed and operational, in accordance with the approved design criteria and accepted drawings.

**Revise** Subsection 25.1 (f) as follows:

- (f) The Owner shall adhere to the recommendations of its Geotechnical Professional Engineer who shall provide full time supervision with respect to the removal of existing fill (including but not limited to organic and deleterious materials) and the placement of new engineered fill and the construction of utilities, roadways, foundation design, driveways and buildings on areas **and the implementation of Low Impact Development systems** within this Plan as identified by the Geotechnical Professional Engineer (the "Affected Lands") to ensure the satisfactory construction thereof. The Owner shall provide a Geotechnical Professional Engineer's certification to the City upon completion of the removal and/or filling that the works were carried out in accordance with the Geotechnical Professional Engineer's recommendations.

Prior to the issuance of a Certificate of Conditional Approval, the Owner shall identify to the City the Lots and Blocks within the Affected Lands and shall ensure that the specific requirements have been established by a Geotechnical Professional Engineer for each Lot and Block within the Affected Lands in order to protect the proposed buildings on the said Lots and Blocks from settlement and other harmful effects.

The Owner shall register against the title of each Lot within the Affected Lands, and shall include in the agreement of purchase and sale and in the transfer or deed of each Lot with the Affected Lands, a covenant by the purchase or transferee stating that the purchaser or transferee of the Lot within the Affected Lands must adhere to the recommendations of the Geotechnical Professional Engineer, and shall deliver a certificate of a Geotechnical Professional Engineer to the City's Director of Building Control upon completion of the foundation on the Lot within the Affected Lands that the building construction was completed in accordance with the Owner's Geotechnical Professional Engineer's recommendations.

**Remove** Subsection 25.1 (h) as there are no walkways in this Plan.

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

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**Add** the following new Special Provisions:

- #1 Prior to the issuance of any Certificate of Conditional Approval, the Owner's Professional Engineer shall certify that any remedial or other works as recommended in the accepted hydrogeological and geotechnical report are implemented by the Owner, to the satisfaction of the City, at no cost to the City Engineer.
- #2 The Owner shall comply with any requirements of all affected agencies (eg. Hydro One Networks Incorporated, Ministry of Natural Resources, Upper Thames River Conservation Authority, Ministry of the Environment and Climate Change, etc.), all to the satisfaction of the City.
- #3 No construction or installation of any services (eg. clearing of servicing of land) involved with this Plan prior to obtaining all necessary permits, approvals and/or certificates that need to be issued in conjunction with the development of the subdivision (eg. Hydro One Networks Incorporated, Ministry of the Environment Certificates, City/Ministry/Government permits: Permit of Approved Works, water connection, water taking, crown land, navigable waterways, approval: Upper Thames River Conservation Authority, Ministry of Natural Resources, Ministry of the Environment and Climate Change, City, etc.)
- #4 The Owner shall not make a request to the City to assume any portion of this Plan of subdivision until such time that all Lots in this Plan are fully developed with the following being completed on each Lot:
- (i) a constructed residential dwelling;
  - (ii) all storm/drainage and SWM related works;
  - (iii) a fully functioning water well system;
  - (iv) a fully functioning private on-site sanitary (septic) system; and
  - (v) final lot grading on each Lot is completed.

All to the satisfaction of the City unless otherwise approved by the City.

- #5 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.
- #6 The Owner shall include in all Purchase of Sale Agreements for all Lots in this Plan that the septic systems and water wells are private systems. It is each property owner's responsibility to monitor and maintain these systems in locations consistent with the locations identified in the accepted engineering drawings.
- #7 The Owner shall include in the Purchase of Sale Agreement for Lot 6 of this Plan that the steep slopes in the Open Space area, including the storm system and maintenance access, are not to be disturbed.
- #8 Prior to the issuance of a Certificate of Conditional Approval, the Owner shall relocate and/or remove the existing driveway and restore the affected area, including a new driveway connection from Lot 5 to Deer Trail, to the satisfaction of the City and at no cost to the City.
- #9 The Owner shall include in all Purchase of Sale Agreements for all Lots in this Plan that an emergency access exists on Blocks G and H in Plan 33M-64, approximately 280 metres south of this Plan of Subdivision should the existing Southwinds Drive, between Kilborne Road and this Plan be restricted in an emergency.
- #10 The Owner acknowledges that they are responsible for co-ordinating with the owner of each Lot for the construction and monitoring of private septic and water well systems on each lot to ensure there is no cross-contamination and servicing conflicts between all servicing.

## 25.2 CLAIMS

**Remove** Section 25.2 in its entirety as there are no eligible claims in this Plan.

- ~~(a) Where the Owner undertakes construction of works as a capital cost incurred on behalf of the City and as authorized by the City in accordance with this agreement, and which are eligible for a claim and the claim is made against a development charge Reserve Fund or the Capital Works Budget, the Owner must conform with the By-law and policies governing the administration thereof as included in the requirement of City of London By-law C.P.-1496-244 Schedule 8 as amended (the "Development Charges By-law"), including but not limited to, requirements for a work plan, tendering of construction works and completeness of claims.~~
- ~~(b) If the Owner alleges an entitlement to any reimbursement or payment from a development charge Reserve Fund as a result of the terms hereof, the Owner may, upon approval of this Agreement and completion of the works, make application to the Director Development Finance for payment of the sum alleged to be owing, and as confirmed by the City Engineer (or designate) and the Director Development Finance and the payment will be made pursuant to any policy established by Council to govern the administration of the said development charge Reserve Fund.~~
- ~~The anticipated reimbursements from the development charge Reserve Funds are:~~
- ~~(i) for the construction of eligible sanitary sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$ \_\_\_\_\_;~~
- ~~(ii) for the construction of eligible storm sewers in conjunction with the Plan, subsidized at an estimated cost of which is \$ \_\_\_\_\_;~~
- ~~(iii) for the construction of eligible watermains in conjunction with this Plan, subsidized at an estimated cost of which is \$ \_\_\_\_\_~~

- ~~(iv) 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;~~
- ~~(v) for the construction of a stormwater management facility in conjunction with this Plan, the estimated cost of which is \$ \_\_\_\_\_, as per the accepted work plan;~~
- ~~(vi) 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.~~

~~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.~~

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

## **25.6 GRADING REQUIREMENTS**

- #11 The Owner shall include in the Agreement of Purchase and Sale and/or Lease for the transfer of Lot 6, that an overland flow route is located over the said Lot, and include a covenant by the purchaser or transferee to observe and comply with the following:
  - i) The purchaser or transferee shall not alter or adversely affect the said overland flow route over Lot 6 as shown on the accepted lot grading and servicing drawings for this subdivision.

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

- #12 The Owner shall maintain the existing overland flow route on Lot 6 as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- #13 The Owner shall make all necessary arrangements to have adequate private easements registered on title and include in the Agreement of Purchase and Sale or Lease and in the transfer of deed of said Lots within this Plan, a covenant by the purchaser or transferee stating that the purchaser or transferee of the said Lots and/or Blocks, to allow the owners of Lots 4 , 5 and 6, inclusive, in this Plan, access for the maintenance and repair of the retaining wall within each of the said Lots in this Plan, to the satisfaction of the City, at no cost to the City.
- #14 Prior to the issuance of any Certificate of Conditional Approval for Lots 4, 5 and 6 in this Plan, the Owner shall construct the proposed retaining wall adjacent to the Deer Trail right-of-way limit adjacent to each of the said Lots as shown on the accepted engineering drawings and have its professional engineer certify that the said walls were constructed in accordance with the accepted engineering drawings, all to the satisfaction of the City.

- #15 The Owner shall register against the title of Lots 4, 5 and 6 in this Plan, and include in the Agreement of Purchase and Sale for the transfer of the said Lots, a covenant by the purchaser or transferee stating that the purchaser or transferee of the Lots shall be responsible for the maintenance of the retaining walls in the future located on the said Lots, at no cost to the City.
- #16 Prior to assumption, the Owner's professional engineer shall certify to the City, the retaining wall on Lots 4, 5 and 6 is in a state of good repair and functioning as intended, all to the satisfaction of the City.

## **25.7 STORM WATER MANAGEMENT**

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

- (a) The Owner shall have its Professional Engineer supervise the construction of the stormwater servicing works, including any temporary works, in compliance with the drawings accepted by the City Engineer, and according to the recommendations and requirements of the following, all to the satisfaction of the City Engineer:
- ii) The SWM criteria and environmental targets for the Dingman Creek Subwatershed Study (2005) and any addendums/amendments;
  - iii) The approved Storm/Drainage and SWM Servicing Functional Report for the subject lands and any addendums/amendments;
  - iv) The Stormwater Letter/Report of Confirmation for the subject development prepared and accepted in accordance with the file manager process;
  - v) The City's Waste Discharge and Drainage By-laws, lot grading standards, policies, requirements and practices;
  - vi) The City of London Design Specifications and Requirements Manual, as revised;
  - vii) The Ministry of the Environment and Climate Change (MOECC) SWM Practices Planning and Design Manual (2003); and
  - viii) Applicable Acts, Policies, Guidelines, Standards and Requirements of all required approval agencies.

**Add** the following new Special Provisions:

- #17 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct the storm water system and a maintenance access, between Lots 2 and 3 on Block 26, from Deer Trail to the open space portion of Lot 6 for the storm water system, including the outlet and in accordance with recommendations with regards to the slope and construction for the access and construct the access to City standards, as per the accepted engineering drawings, to the satisfaction of the City. The maintenance access shall be fenced where it abuts Lots 2 and 3, to the satisfaction of the City.
- #18 The Owner shall deed Block 26 to the City for stormwater purposes, to the satisfaction of the City, at no cost to the City.
- #19 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.
- #20 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall have all low impact development features installed and operational in this Plan to accommodate the storm servicing design in accordance with the accepted servicing drawings and the accepted Stormwater Management Report to the specifications and satisfaction of the City, at no cost to the City.
- #21 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall have its professional engineer submit a monitoring and maintenance strategy to the City for review and acceptance outlining a program for the monitoring and maintenance of the low impact

development features in this Plan, all to the satisfaction of the city, at no cost to the City. This strategy is to be in accordance with the “Low Impact Development Stormwater Management Practice Inspection and Maintenance Guide” prepared by Toronto and Regional Conservation Authority.

- #22 Prior to assumption of this Plan, the Owner shall complete the following, at no cost to the city, all to the satisfaction of the City:
- i) operate, maintain, inspect, monitor and protect the low impact development features, including correcting any deficiencies as soon as they are detected, in accordance with the accepted maintenance and monitoring program;
  - ii) have its consulting professional engineer submit monitoring reports in accordance with the accepted maintenance and monitoring program.
- #23 Prior to assumption of this Plan, the Owner shall have its professional engineer certify to the City that all low impact development features in this Plan are constructed and operational in accordance with the Ministry of Environment and Climate Change’s Environmental Compliance Approval, the accepted servicing drawings and the Stormwater Management Report, to the satisfaction and at no cost to the City. Where the above cannot be met, the Owner shall correct deficiencies as soon as they are detected or provide alternative measures that comply with the said accepted design requirements to the satisfaction of the City, at no cost to the City.
- #24 The Owner’s Professional Geotechnical Engineer shall ensure that all geotechnical issues, including erosion, maintenance and structural setbacks related to slope stability associated with the Dingman Creek are adequately addressed for the subject lands, all to the satisfaction of the City Engineer and the Upper Thames River Conservation Authority.
- #25 The Owner’s Professional Geotechnical Engineer shall ensure that all geotechnical issues and all required setbacks and separation distances related to SWM BMP measures and the septic systems are adequately address for the subject lands, all to the satisfaction of the City Engineer and the Ministry of Environment and Climate Change.

## 25.8 SANITARY AND STORM SEWERS

**Revise** Subsection 25.8 (a) as follows:

- (a) Storm ~~and sanitary trunk~~ sewers shall be constructed within the limits of the subdivision beyond if required of such size, type, position and extent as are shown on the plans and specifications approved by the City Engineer or as otherwise required by him in writing. The City may require this work to be done by a contractor whose competence is approved jointly by the City Engineer and the Owner, at the expense of the Owner. It shall be the responsibility of the Owner to provide a satisfactory outlet for said storm ~~and sanitary trunk~~ sewers from the limits of this subdivision to the point of junction with the approved City sewer outlet.

**Remove** Subsection 25.8 (b) as this is not applicable to this Plan.

~~(b) Sewage treatment capacity is available for this Plan and will be reserved by the City for this Plan provided this Plan and this Agreement are registered within one (1) year of the date of this Agreement.~~

~~• In the event that this Plan and this Agreement are not registered within one (1) year of the date of this Agreement then the reserved treatment capacity in the Plant may be forfeited in the absolute discretion of the City Engineer and in the event of such forfeiture, the Owner shall apply to the City to have sewage treatment capacity allocated to this Plan, if such capacity is available at that time.~~

~~• The Owner acknowledges that sewage treatment capacity must be allocated for this Plan prior to the Owner’s application for building permits in this Plan.~~

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



- (c) The Owner shall construct the storm sewers to service the Lots in this Plan, which is located in the Dingman Creek Subwatershed, and discharge the flows from this Plan to the outlet which is the Dingman Creek Tributary 'B' via the Best Management Practices (BMPs) and storm/drainage works for this Plan as per 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 (d) as this 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 this is not applicable to 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 (f) as this is not applicable to this Plan.

~~(f) Storm sewers with storm private drain connections shall be constructed to the lot line of every Lot in the subdivisions. The requirement for the storm private drain connections may be waived if the Owner's Geotechnical Professional Engineer certifies that foundation drains and sump pumps are not required~~

**Remove** Subsection 25.8 (g) as this is not applicable to this Plan.

~~(g) No weeping tile connections will be permitted into the sanitary sewers in this Plan.~~

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

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

**Remove** Subsection 25.8 (k) as this is not applicable.

~~(k) The Owner shall pay a proportional share of the operational, maintenance and/or monitoring costs of any affected unassumed sewers or SWM facilities (if applicable) to third parties that have constructed the services and/or facilities, to which the Owner is connecting. The above-noted proportional share of the cost shall be based on design flows, to that satisfaction of the City, for sewers or on storage volume in the case of a SWM facility. The Owner's payments to third parties, shall:~~

~~(i) commence upon completion of the Owner's service work connections to the existing unassumed services; and~~

- \_\_\_\_\_

~~(ii) continue until the time of assumption of the affected services by the City.~~

**Remove** Subsection 25.8 (l) as this is not applicable.

~~(l) With respect to any services and/or facilities constructed in conjunction with this Plan, the Owner shall permit the connection into and use of the subject services and/or facilities by~~

~~outside owners whose lands are serviced by the said services and/or facilities, prior to the said services and/or facilities being assumed by the City.~~

~~The connection into and use of the subject services by an outside owner will be conditional upon the outside owner satisfying any requirements set out by the City, which may include the granting of any servicing easements that are required by other outside owners whose lands are to be connected to the subject services, and agreement by the outside owner to pay a proportional share of the operational, maintenance and/or monitoring costs of any affected unassumed services and/or facilities~~

**Remove** Subsection 25.8 (m) as this is not applicable to this Plan.

- ~~(m) The Owner shall take measures to control and prevent any inflow and infiltration and silt from entering the sanitary sewer system during and after construction, all to the satisfaction of the City and at no cost to the City. These measures shall include the following:~~
- ~~(i) Installation of a plug in the sanitary sewer system (for this draft plan) at the downstream end of the sanitary sewer. The plug can be removed in conjunction with the conditional clearance. This plug may only be removed by the City of London inspectors or Operations. The Owner shall be responsible for the maintenance and cleaning or emptying of the sanitary sewer as required. The sanitary sewer must be clean and dry before the plug will be removed;~~
  - ~~(ii) Flow monitoring of the sanitary sewer may be required and a record of the flows provided to the City. If the flows are in excess of theoretical flows, the Owner shall be required to pay the City for the excess flow;~~
  - ~~(iii) Installation of Parson manhole inserts (or approved alternative satisfactory to the City Engineer) in all sanitary sewer manholes within this draft plan at the time of installation of the manhole. The Owner shall not remove the inserts until the sodding of the boulevards and the top lift of asphalt is completed;~~
  - ~~(iv) The Owner shall take steps to ensure that during the construction on private property of this phase of subdivision, practices which contravene City of London by-laws and allow stormwater and sediment to enter the sanitary sewer system are prevented;~~
  - ~~(v) The Owner shall cap private drain connections to lots which are vacant or not occupied in this Plan in order to prevent practices which contravene City of London By-laws and allow excessive levels of inflow and infiltration and sediment to enter the sanitary sewer system. If any private drain connection is found without a cap, the Owner shall ensure a cap is installed within 48 hours of being advised by the City. The removal of the cap shall be at the cost of the Owner and shall be made only at the time of or immediately prior to occupancy of that lot.~~

**Remove** Subsection 25.8 (n) as this is not applicable to this Plan.

- ~~(n) In the event that flow conditions in the sanitary system indicate that flows are in excess of theoretical flows, and until such time as the sewer is assumed by the City, the Owner may be required to:~~
- ~~(a) Undertake smoke testing and provide a record of the results to the City Engineer; and~~
  - ~~(b) Alternatively, permit the City to undertake smoke testing, flow monitoring, or other testing of the connections to the sanitary sewer to determine if there are connections which would permit inflow and infiltration into the sanitary sewer. The Owner will be responsible to correct any improper connections and/or deficiencies at no cost to the City.~~

**Remove** Subsection 25.8 (o) as this is not applicable to this Plan.

- ~~(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 \_\_\_\_\_ mm (\_\_\_\_ inch) diameter sanitary sewer on \_\_\_\_\_. 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:

- #26 The Owner shall register on title of each Lot in this Plan, and shall include in the agreement of purchase and sale for the transfer of each of the said Lots, a covenant by the purchaser or transferee to observe and comply with the following conditions:
- - i) private septic system servicing on each lot shall be constructed and installed by each property owner and the property owner shall undertake monitoring and maintain the private servicing, at no cost to the City;
    - 
    - ii) a private pre-treatment unit/tertiary sanitary treatment system which produces effluent with a nitrate concentration of 12 mg/L or less shall be provided;
    - 
    - iii) as required under the Ontario Building Code, the property owner shall at all times have a contract with a certified maintenance contractor to ensure the proper maintenance and operation of the private tertiary sanitary treatment system. A copy of an executed maintenance contract with a qualified wastewater maintenance provider shall be submitted to the City's Chief Building Official, City Engineer and the Owner prior to occupancy. The wastewater maintenance provider shall be approved by the treatment system manufacturer or City approved equivalent;
    - 
    - iv) the results of the annual inspection and monitoring of the private septic systems, as required by the Ontario Building Code, shall be submitted by the owner to the City's Chief Building Official and a copy of the results shall be provided to the City Engineer and the Owner;
    - 
    - v) the purchaser or transferee shall inspect and maintain the private septic system on the said Lots, including correcting any deficiencies as soon as they are detected, in accordance with the Ontario Building Code and design criteria accepted by the City, all to the satisfaction and at no cost to the City;
    - 
    - vi) during the development of the said Lots in this Plan until this Plan is assumed by the City, the purchaser or transferee shall allow the Owner to enter the Lot to inspect, maintain and correct any deficiencies for the private septic system should the purchaser or transferee not inspect, monitor, maintain or correct any deficiencies in a timely manner in accordance with the Ontario Building Code and the design criteria accepted by the City, to the satisfaction of and at no cost to the City;
    - 
    - vii) the construction of structures, extensive landscaping fences or other appurtenances in any location which may affect the operation of the private sewage system is prohibited;
    - 
    - viii) allow the Owner to enter the Lots in this Plan to construct stormwater works on each lot where needed (eg. stormwater infiltration trenches) to the satisfaction of the City and at no cost to the City.
- #27 Prior to assumption of this Plan, the Owner shall confirm to the City's Chief Building Official and the City Engineer that all Lot owners utilizing private septic systems have a valid contract with a qualified wastewater maintenance contractor at the time of assumption. The wastewater maintenance provider shall be approved by the treatment system manufacturer or City approved equivalent.
- #28 Prior to assumption and during development of the Plan of Subdivision, the Owner shall oversee the installation and the annual inspection/monitoring programs of the private sanitary (septic) systems to ensure that each Lot in this Plan is in compliance with the Ontario Building Code, the accepted design criteria and the annual inspection and monitoring program. Should the Lot owner not do so, the Owner shall advise the City and correct any deficiencies as soon as they are detected, all to the satisfaction of and at no cost to the City.

- #29 Prior to assumption of this Plan, the Owner shall have its professional engineer certify to the City that all private sanitary (septic) systems on each Lot have been constructed and are in compliance with the Ontario Building Code, the accepted design criteria and the annual inspection and monitoring programs, to the satisfaction of and at no cost to the City. Where the above cannot be met, the Owner shall advise the City and correct any deficiencies as soon as they are detected or provide alternative measures that comply with the said accepted design requirements to the satisfaction of and at no cost to the City.
- #30 The Owner shall construct a temporary Ditch Inlet Catch Basin (DCIB) on Lot 14 and provide any necessary easements, as per the accepted engineering drawings to the satisfaction of the City.
- #31 Notwithstanding Section 5 – Standard of Work and/or Section 25 – General Provision of this Agreement, the Owner is not responsible for constructing any sanitary sewers in this Plan as there is no sanitary outlet available to service the Lots in this Plan. The Lots in this Plan shall be serviced by private on-site sanitary (septic) treatment systems in compliance with the Ontario Building Code and the Environment and Climate Change guidelines and approvals and the conditions specified in this Agreement to the satisfaction of the City.
- #32 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 Southwinds Drive in Plan M-64, adjacent to this Plan to accommodate the proposed works and services on this street to accommodate the lots in this Plan (eg. private services, street light poles, traffic calming, etc.) in accordance with the approved design criteria and accepted drawings, all to the satisfaction of the City Engineer, at no cost to the City.

## 25.9 WATER SERVICING

**Remove** Subsections 25.9 (a) to (f) as they are not applicable to this Plan.

- ~~(a) Watermain shall be constructed within the limits of the subdivision beyond if required of such size, type, position and extent as are shown on the plans and and specifications approved by the City Engineer or as otherwise required by him in writing. The City may require this work to be done by a contractor whose competence is approved jointly by the City Engineer and the Owner, at the expense of the Owner. It shall be the responsibility of the Owner to connect to the existing water supply system at satisfactory locations, as approved by the City Engineer.~~
- ~~(b) Prior to the approval of the water service connection by the City Engineer and the issuance of a building permit, the Owner shall refrain from installing water service to any **Block Lot**.~~
- ~~(c) 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, all to the specifications of the City Engineer.~~
- ~~(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.~~
- ~~(e) The Owner shall not request the release of any holding provisions on lots/blocks in this Plan until the restriction of a looped watermain system has been satisfied, to the satisfaction of the City.~~
- ~~(f) Where any water service connection is required to be made following the construction of curb, gutter, concrete sidewalk and/or top coat surface asphalt on any street in a new subdivision, such water service connection shall not be made using "open cut" methods but shall be made using drilling or boring techniques and in such a manner as to eliminate the possibility of settlement of such curb, gutter, concrete sidewalk or top coat surface asphalt, except where in the opinion of the City Engineer, ground conditions are such that the use of drilling and boring methods become unreasonable or uneconomical.~~

**Add** the following new Special Provisions:

- #33 Prior to Assumption of this Plan, the Owner shall provide the City with information regarding the location of the private water well on each lot and details of the construction of the private water well. The Owner shall also provide confirmation to the City that the location of the private water well is consistent with the location identified in the servicing plan and that a deep cased well has been constructed for each lot.
- #34 The Owner shall include a warning clause to be registered on the title of each Lot within this Plan of Subdivision and included in all Agreements of Purchase and Sale for all Lots in this Plan as follows:
- “Purchasers/tenants are advised that there is no municipal water servicing available to or within this Plan of Subdivision for the provision of either domestic water supply or water supply for fire protection services.”**
- “The City of London assumes no responsibility or liability for any loss or damage (including loss of life) which may occur as a result of there being no municipal water service for this Plan of subdivision. The owners and occupants, from time to time, of the Lots within this subdivision shall indemnify and save harmless the City from and against all claims, including costs related thereto, for all damages or injuries including loss of life to any person or persons and for damage to any property arising out of or in any way occasioned by or resulting from the lack of a municipal water system in this subdivision to provide for adequate fire flows and fire hydrants for fire protection purposes.”**
- #35 The Owner shall include a warning clause to be registered on the title of each Lot within this Plan of Subdivision and included in all Agreements of Purchase and Sale for all Lots in this Plan as follows:
- “Individual Lot private water wells and private septic systems shall be located in accordance with the accepted engineering drawings and in accordance with **Schedule ‘I’ (lot grading drawings)** attached to the Subdivision Agreement, ensuring minimum set-back and separation distances are being maintained.”
- #36 The Owner shall register on title of each Lot in this Plan, and shall include in the agreement of purchase and sale for the transfer of each of the said Lots, a covenant by the purchaser or transferee to observe and comply with the following conditions:
- i) Private water wells on each lot shall be constructed and installed by each property owner and the property owner shall maintain the private servicing, at no cost to the City;
  - ii) Water wells must be deep cased wells in accordance with Ontario Regulation 903 to avoid potential contamination from the sanitary effluent. The drilling of shallow water wells is prohibited; and
  - iii) The location of the water well on each lot shall be consistent with the location identified for the water well in the servicing plan submitted for this subdivision;
- #37 Prior to assumption, the Owner shall submit a report demonstrating that the Ministry of the Environment and Climate Change’s D-5-4 and D-5-5 guidelines have been met to the satisfaction of the City in relation to the private water wells and private septic systems.
- #38 The Owner is not required to provide for fire flows and fire hydrants for fire protection purposes for this Plan of Subdivision, The Owner acknowledges and agrees that the City assumes no responsibility or liability for any damage or loss (including loss of life) to provide for adequate fire flows and fire hydrants for fire protection purposes as there is no watermain available.

## **25.10 HYDROGEOLOGICAL WORKS**

**Revise** Subsection 25.10 (c) as follows:

- (c) The Owner shall adhere to the recommendations in the detailed hydro geological report prepared by its Professional Engineer, determining the effects of the construction associated with this subdivision on the existing ground water elevations and domestic or

farm wells in the area and identify any abandoned wells in this Plan, assess the impact on water balance, recommendations for foundation design should high groundwater be encountered and any fill required in the plan **and recommendations for Low Impact Development (LIDs) system**, to the satisfaction of the City Engineer.

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

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

**Add** the following new Special Provisions:

#39 The Owner shall carry out twice yearly water quality monitoring during any site alteration and dwelling construction and at the time of assumption by the City, to ensure there is no negative impact to the existing wells in the area. Should any remedial works be required, the Owner shall complete these works to the satisfaction of the City, at no cost to the City. The Owner shall provide copies of the monitoring reports to the City Engineer.

### 25.11 ROADWORKS

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

- (b) The Owner shall construct or install all of the following required works to the specifications of the City and in accordance with the plans accepted by the City:
  - (i) a **fully serviced** road connection where Southwinds Drive in this Plan connects with Southwinds Drive in Plan 33M-64, including 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 Southwinds 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 (g) as there are no sidewalks in this Plan.



~~(g) The Owner shall register against the title of all Lots in the subdivision which have a sidewalk in front of or abutting them, and include in the agreement of purchase and sale for the conveyance or transfer of each of the said Lots, a covenant by the purchaser or transferee (and by each successive Owner after such purchaser or transferee until such covenant is fulfilled) stating that the sidewalk construction in front of or abutting the Lot shall be completed by the owner within thirty (30) days after occupancy of the Lot, except in cases where occupancy occurs between November 1 and May 31 and the sidewalk construction cannot be completed within the specified time, in which case the required sidewalk construction shall be completed by the following June 1.~~

~~• The Owner shall have its Professional Engineer include confirmation on the Final Grading Certificate that the sidewalk fronting or abutting the subject Lot is complete.~~

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

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

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

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

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

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

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

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

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

(r) The Owner shall direct all construction traffic including all trades related traffic associated with installation of services and construction of dwelling units in this Plan to access the site from Kilbourne Road via South Winds Drive or other routes as designated by the City.

**Add** the following new Special Provisions:

#40 The Owner shall construct permanent cul-de-sacs on the west limit of South Winds Drive and the west limit of Deer Trail as per the accepted engineering drawings, to the satisfaction of the City.

#41 The Owner shall include a warning clause to be registered on the title of each Lot within this Plan of Subdivision and included in all Agreements of Purchase and Sale for all Lots in this Plan as follows:

“Purchasers/tenants are advised that the permanent cul-de-sacs at the west limit of South Winds Drive and the west limit of Deer Trail may be removed in the future and the roads may be connected to future roads upon development to the west.”

#42 Prior to the issuance of a Certificate of Conditional Approval, the Owner shall relocate and/or remove the existing driveway and restore the affected area, including constructing a new driveway connection from Lot 5 to Deer Trail, to the satisfaction of the City, at no cost to the City.

#43 The Owner shall remove the temporary turning circle on South Winds Drive and adjacent lands, in Plan 33M-64 to the south of this Plan, and complete the construction of South Winds Drive in this location as a fully serviced road, including restoration of adjacent lands, to the specifications of the City.

If funds have been provided to the City by the Owner of Plan 33M-64 for the removal of the temporary turning circle and the construction of this section of South Winds Drive and all associated works, the City shall reimburse the Owner for the substantiated cost of completing these works, up to a maximum value that the City has received for this work.

In the event that South Winds Drive in Plan 33M-64 is constructed as a fully serviced road by the Owner of Plan 33M-64, then the Owner shall be relieved of this obligation.

#44 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

#45 Prior to the issuance of a Certificate of Conditional Approval, the Owner shall implement all of the mitigation recommendations contained in the Environmental Impact Study (Biologic, August 2009), and the EIS letter (Biologic, January 2013) including, but not limited to provision for buffer zones, re-vegetation/restoration, and construction mitigation all to the satisfaction of the City.

#46 At the time of purchase and sale, the Owner shall prepare and deliver to all purchasers and transferees of the lots in this plan, an education package as described in the Biologic August 2009 EIS as approved by the City that explains the stewardship of natural areas and the value of existing tree cover.

#47 Prior to any grading or construction activity, the Owner shall develop a Tree Preservation Plan for lots 8, 9, 10, 11 and 14 inside the Area of Secondary Tree Preservation as identified in Biologic's January, 2013 EIS.

#48 Prior to any grading or construction activity, the Owner shall install the Tree Preservation fencing in accordance with approved Primary Tree Protection Fencing locations identified in Biologic's January, 2013 EIS. The Owner's ecological consultant shall provide certification of the installation to the City.

#49 Within one (1) year of registration of this Plan of Subdivision, the Owner shall monument all residential lots adjacent to the OS5 zoned lands and where the OS5 zone limit intersects with interior side lot lines, at all changes of direction and 20 metres apart (max.) or alternatively, the Owner shall construct fencing along the property limit interface of all private lots adjacent to the Open Space zoned lands of Lot #6.

#50 Within one (1) year of registration of this Plan of Subdivision, the Owner shall monument the northern and western limits of Blocks 24 and 25 abutting Lot 6 with standard City concrete monuments as per City standards (SPO 4.7) to delineate the block limits.

#51 Within one (1) year of registration of this Plan of Subdivision, the Owner shall carry out a hazard tree survey within the park block and implement the findings of the survey all to the City's satisfaction.



## **SCHEDULE "C"**

This is Schedule "C" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between The Corporation of the City of London and Southside Group to which it is attached and forms a part.

### **SPECIAL WORKS AND SERVICES**

#### **Roadways**

- South Winds Drive and Deer Trail shall have a minimum road pavement width (excluding gutters) of 8.0 metres with centre medians with a minimum road allowance of 20.0 metres, as per the accepted engineering drawings.

#### **Sidewalks**

There are no sidewalks in this Plan of Subdivision.

#### **Pedestrian Walkways**

There are no walkways in this Plan of Subdivision.

## **SCHEDULE "D"**

This is Schedule "D" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between The Corporation of the City of London and Southside Group 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 18 and 19
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	Blocks 24 and 25
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL
Maintenance Access/Overland Flow Route	Block 26

### **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 road blocks:	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 Southside Group 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:	\$ 202,393
BALANCE PORTION:	<u>\$1,146,896</u>
TOTAL SECURITY REQUIRED	\$1,349,290

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.

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 Southside Group to which it is attached and forms a part.

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

### **Multi-Purpose Easements:**

- (a) Multi-purpose easements for servicing including an easement shall be deeded to the City in conjunction with this Plan, within this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
  - (i) Over Lot 6 between Block 25 and Block 26 for servicing and overland flow route



# Appendix B – Related Estimated Costs and Revenues

Deer Creek Subdivision - Southside Group of Companies  
 Subdivision Agreement  
 39T-09503

## 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	\$295,154
UWRF	\$0
TOTAL	\$295,154

- 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.
- 3 Estimated Revenues are based on charges outside the Urban Growth Boundary.

Reviewed by:

April 18, 2018  
Date

  
 Matt Feldberg  
 Manager, Development Services  
 (Subdivisions)

April 18, 2018  
Date

  
 Paul Yeoman  
 Director, Development Finance