

## 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: Landea North Developments Inc. and Landea  
Developments Inc.  
Creekview Subdivision - Phase 3  
39T-05512 - Special Provisions

**Meeting on:** August 13, 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 Landea North Developments Inc. and Landea Developments Inc., for the subdivision of land over Part of Lot 22, Concession 5, (Township of London), City of London, County of Middlesex, situated on the south side of the Sunningdale Road West, west of Wonderland Road, municipally known as 1196 Sunningdale Road West:

- (a) the Special Provisions to be contained in a Subdivision Agreement between The Corporation of the City of London and Landea North Developments Inc. and Landea Developments Inc. for the Creekview Subdivision, Phase 3 (39T-05512) attached as Appendix "A", **BE APPROVED**;
- (b) the Applicant **BE ADVISED** that Development Finance has summarized the claims and revenues attached as Appendix "B";
- (c) the financing for this project **BE APPROVED** as set out in the Source of Financing Report attached as Appendix "C";
- (d) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfil its conditions.

## Analysis

### 1.0 Site at a Glance

#### 1.1 Property Description

The draft plan of subdivision is located on a portion of 1196 Fanshawe Park Road West, on the north side of Fanshawe Park Road West and east of Hyde Park Road. The subject site is approximately 28.8ha in size. The draft plan of subdivision consists of 41 low density residential blocks, one (1) multi-family block, one (1) stormwater management block, four (4) park blocks and various reserve blocks, walkways and road widening blocks served by two (2) new collector roads and six (6) new local streets. Draft Plan of Subdivision applications for two plans of subdivision (39T-05511 and 39T-05512) were accepted on in August 2005. The plans were draft approved in October 2009. Extensions were granted in 2012 and again in 2015. On March 6, 2017 the City of London Approval Authority granted the merger of both Draft Approved Plans of Subdivision into one (39T-05512) Draft Approved Plan of Subdivision. The draft approval expiry date is October 14, 2018.

On December 31, 2012 the first phase was registered as Plan 33M-652, which consists of 48 single family lots, various part lots all served by four (4) new streets. On November

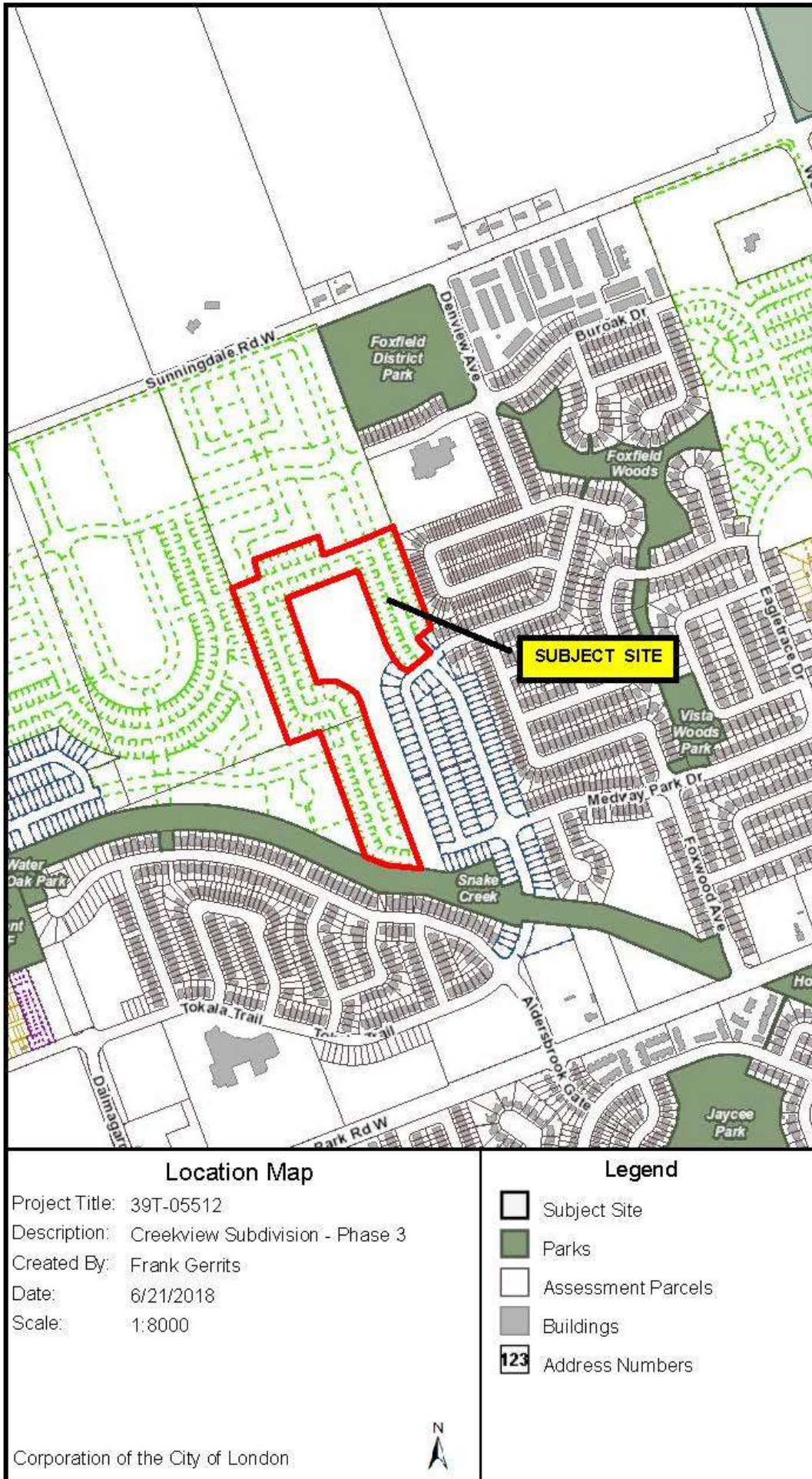
1, 2017 the second phase was registered as Plan 33M-729, which consist of 111 single family lots and various part lots all served by three (3) new streets.

The Applicant is now registering the third phase of this subdivision (known as Creekview Phase 3), which consists of 125 single detached lots.

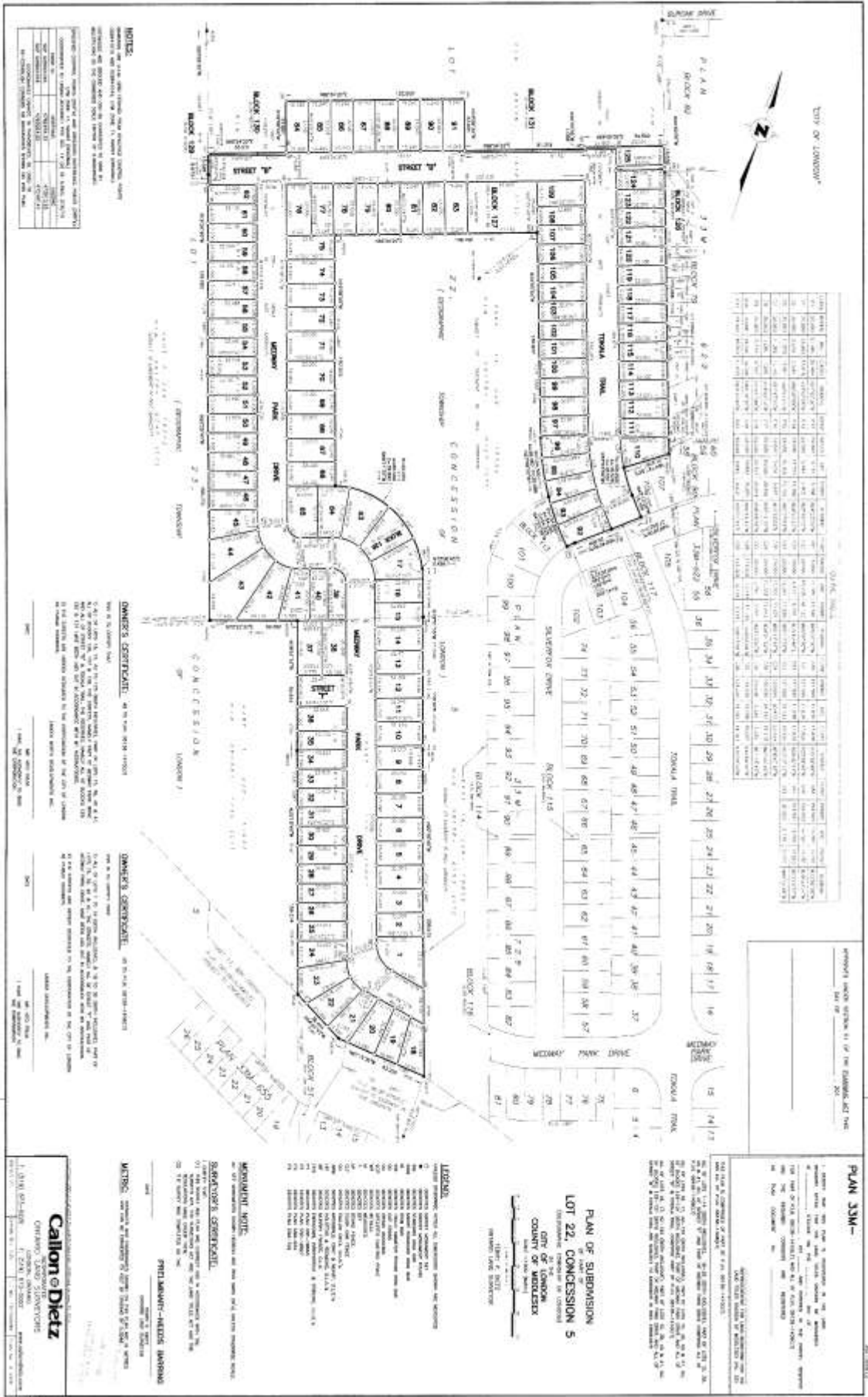
Development Services has reviewed these special provisions with the Owner who is in agreement with them.

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

## 1.2 Location Map Phase 3 Creekview



# 1.3 Creekview Phase 3 Plan



<b>Prepared by:</b>	<b>Craig Smith Senior Planner, Development Services</b>
<b>Recommended and Reviewed by:</b>	<b>Lou Pompili, MCIP RPP Manager, Development Planning (Subdivision)</b>
<b>Reviewed by:</b>	<b>Matt Feldberg Manager, Development Services (Subdivision)</b>
<b>Submitted by:</b>	<b>George Kotsifas, P.ENG Managing Director, Development and Compliance Services and Chief Building Official</b>
Note: The opinions contained herein are offered by a person or persons qualified to provide expert opinion. Further detail with respect to qualifications can be obtained from Development Services.	

August 1, 2018

Cc: Paul Yeoman, Director, Development Services and Approval Authority

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## Appendix A – Special Provisions

### 5. STANDARD OF WORK

#### Add Subsection 5.7

- 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 110 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.

#### Add the following new Special Provisions:

- #1 The City may require the works and services required under this Agreement to be done by a contractor whose competence is approved jointly by the City Engineer and the Owner.
- #2 The Owner shall maintain works and services in this Plan in a good state of repair from installation to assumption, to the satisfaction of the City, at no cost to the City.

### 16. PROPOSED SCHOOL SITES

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

~~16.3 The Owner shall set aside an area or areas (being Block(s) \_\_\_\_\_) as a site or sites for school purposes to be held subject to the rights and requirements of any School Board having jurisdiction in the area.~~

~~16.4 The School Boards shall have the right, expiring three (3) years from the later of the date on which servicing of the relevant site is completed to the satisfaction of the City or the date on which seventy percent (70%) of the Lots in the subdivision have had building permits issued, to purchase the site and may exercise the right by giving notice to the Owner and the City as provided elsewhere in this Agreement and the transaction of purchase and sale shall be completed no later than two (2) years from the date of giving notice.~~

~~16.5 The School Boards may waive the right to purchase by giving notice to the Owner and the City as provided elsewhere in this Agreement.~~

~~16.6 Where all School Boards have waived the right to purchase, the City shall then have the right for a period of two (2) years from the date on which the right to purchase by the School Board has expired or has been 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 in its entirety and **replace** 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 erected signs pursuant to 24.1(a) above, at all times in a condition satisfactory to the City and ensure signs are not removed until the earlier of 95% of all the subdivision housing units have been built and occupied or assumption;
- 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 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."*

The Owner shall be responsible for the maintenance and replacement of the signs, until assumption of this plan of subdivision, all to the satisfaction of and at no cost to the City.

- e) 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.
- f) within two (2) months of curb installation or as otherwise directed by the City, the Owner shall, erect at all street intersections and other locations as

required by the City, permanent signs designating street names, parking restrictions and other information. 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.

- g) within two (2) years of registration of this Plan or otherwise directed by the City, the Owner shall install all permanent regulatory and non-regulatory traffic signage in accordance with the accepted engineering drawings. Regulatory signage that requires a City by-law (ie. Stop and Yield), shall be installed by the City on the permanent street name posts.

## 25.1 STANDARD REQUIREMENTS

**Remove** Subsection 25.1 (a) as it is repeated in Subsection 5.20:

- ~~(a) Prior to the construction of any works on existing City streets, the Owner shall have its Professional Engineer notify in writing all affected property owners of all works proposed to be constructed on existing City streets in conjunction with this subdivision in accordance with the City's policy on "Guidelines for Notification to Public for Major Construction Projects".~~

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

- (h) Within one year of registration of the Plan, or as otherwise agreed to by the City, the Owner shall construct a chain link fence without gates, adjacent to the walkway, Block 126, in accordance with City Standard No. SR-7.0.

**Add** the following new Special Provisions:

- #3 Prior to the issuance of any Certificate of Conditional Approval, the Owner's Professional Engineer shall certify that any remedial or other works as recommended in the accepted geotechnical report are implemented by the Owner, to the satisfaction of the City, at no cost to the City Engineer.
- #4 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.
- #5 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.)
- #6 The Owner shall comply with conditions set out in the existing reciprocal agreement (Agreement between Claybar Developments Inc., Foxhollow Developments Inc., Fox Hollow North Kent Developments Inc., Landea Developments Inc. and Landea North Developments Inc. dated November 30, 2009) between the adjacent property owner to the east to construct adequate municipal services, grading, drainage and accesses over the external lands to the east, to develop this plan, all to the satisfaction of the City Engineer, at no cost to the City.
- #7 The Owner acknowledges that the City shall retain the existing easement ER684975 over lands external to this plan, to the satisfaction of the City;



- #8 The Owner shall obtain all necessary permits from the UTRCA prior to the commencement of any soil disturbance within the regulated area under the jurisdiction of the UTRCA.
- #9 The Owner shall include in all Purchase and Sale Agreements the requirement that the homes to be designed and constructed on all corner lots in this Plan (36, 38, 62, 76, 92 and 109) are to have design features, such as but not limited to porches, windows or other architectural elements that provide for a street oriented design and limited chain link or decorative fencing along no more than 50% of the exterior sideyard abutting the exterior side yard road frontage. Further, the Owner shall obtain approval of their proposed design from the Managing Director of Planning and City Planner and his/her designate prior to any submission of an application for a building permit for corner lots with an exterior sideyard in this Plan.

## 25.2 CLAIMS

**Remove** Subsection 25.1 (b) and **replace** with the following:

- (b) If the Owner alleges an entitlement to any reimbursement or payment from a Development Charge Reserve Fund as a result of the terms hereof, the Owner may, upon approval of this Agreement and completion of the works, make application to the Director – Development Finance for payment of the sum alleged to be owing, and as confirmed by the City Engineer (or designate) and the Director – Development Finance and the payment will be made 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 \$9,850.50, excluding HST, as per accepted engineering drawings;
- (ii) for the construction of eligible storm sewers in conjunction with the Plan, subsidized at an estimated cost of which is \$480,743, excluding HST, as per accepted engineering drawings;
- (iii) for the construction of eligible watermains in conjunction with this Plan, subsidized at an estimated cost of which is \$57,300, excluding HST, as per accepted engineering drawings;
- (iv) for dedicating to the City, Block 127 on this Plan, for stormwater management purposes, the estimated cost of which is \$48,484, (0.157 ha at \$308,880/hectare (\$125,000/acre));

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.

## 25.6 GRADING REQUIREMENTS

**Add** the following new Special Provisions:

- #10 Prior to the issuance of any Certificate of Conditional Approval, in order to develop this site, the Owner shall make arrangements with the adjacent property owners to the west and north to re-grade a portion of the property (eg. swales external to plan), in conjunction with grading and servicing of this subdivision, to the specifications of the City, at no cost to the City.
- #11 The Owner shall grade all rear lots abutting the existing SWM Facility as per the accepted engineering drawings, to the satisfaction of the City.

## 25.7 STORM WATER MANAGEMENT

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

- (a) The Owner shall have its Professional Engineer supervise the construction of the stormwater servicing works, including any temporary works, in compliance with the drawings accepted by the City Engineer, and according to the recommendations and requirements of the following, all to the satisfaction of the City Engineer:
  - i) The SWM criteria and environmental targets for the Medway Creek Subwatershed Study and any addendums/amendments;
  - ii) The preferred storm/drainage and SWM Servicing option of the Municipal Class Environmental Assessment (EA) for the Foxhollow lands and any addendums/amendments;
  - iii) The approved Functional Design Report for the Fox Hollow Stormwater Management Facility # 3;
  - 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:

- #12 The Owner shall restore any disturbed areas within the SWM channel and/or lands as a result of construction associated within this Plan (crossing of Heard Drain) to existing or better conditions, to the satisfaction of the City.
- #13 The Owner shall ensure the grading of Lots in this Plan is compatible with the grading on the City lands adjacent to this Plan, including the Heard Drain and SWM Facility, as per the accepted engineering drawings, all to the specifications and satisfaction of the City, at no cost to the City.
- #14 The Owner shall co-ordinate the work associated with this plan of subdivision with the City's proposed construction of the overland flow route outlet channel into the Fox Hollow SWM Facility # 3, to the satisfaction of 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 Medway Creek Subwatershed, and connect them to the City's existing storm sewer system as per the accepted engineering drawings, to the specifications and 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 it is not applicable.

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

**Remove** Subsection 25.8 (e) as it is not applicable.

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

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

- ~~(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 as per the accepted engineering drawings, to the specifications of 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:

- #15 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make adjustments to the existing works and services on Medway Park Drive and Tokala Trail in Plan M-729, adjacent to this plan to accommodate the proposed works and services on this street to accommodate this Plan (eg. private services, street light poles, traffic calming, etc.) in accordance with the approved design criteria and accepted engineering drawings, all to the satisfaction of the City Engineer, at no cost to the City.
- #16 The Owner shall construct, including but not limited to, temporary Ditch Inlet Catch Basins, (DCIB), sanitary stubs, etc, at the north limit of Medway Park Drive and

north limit of Tokala Trail as per the accepted engineering drawings, to the satisfaction of the City.

- #17 The Owner shall construct a temporary storm sewer and DICB on Heardcreek Trail as per the accepted engineering drawings, to the satisfaction of the City.
- #18 The Owner shall connect all existing field tiles into the proposed storm sewer system as per the accepted engineering drawings, to the satisfaction of the City.

## 25.9 WATER SERVICING

**Remove** Subsection 25.9 (b) as it is not applicable.

~~(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**.~~

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

- (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 as per the accepted engineering drawings, all to the specifications and satisfaction of the City Engineer.

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

- (d) Prior to the issuance of any Certificates of Conditional Approval, the Owner shall install and commission the accepted water quality measures required to maintain water quality within the water distribution system during build-out, all to the satisfaction of the City Engineer, at no cost to the City. The measures which are necessary to meet water quality requirements, including their respective flow settings, etc. shall be shown clearly on the engineering drawings.

**Remove** Subsection 25.9 (h) as it is repeated in 25.9 (c)

~~(h) 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 \_\_\_\_\_ mm (\_\_\_\_ inch) diameter water main on \_\_\_\_\_, to the specifications of the City Engineer. The Owner shall provide looping of the water main system, as required by and to the satisfaction of the City Engineer.~~

**Add** the following new Special Provisions:

- #19 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;
  - 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;
  - iv) all works and the costs of removing the devices when no longer required; and
  - v) ensure the automatic flushing devices are connected to an approved outlet.
- #20 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 water servicing report, and the watermains are not installed to the stage limits, the Owner would be required to submit revised plan and hydraulic modeling as necessary to address water quality.

- #21 Prior to the issuance of any Certificates of Conditional Approval, and in accordance with City standards, or as otherwise required by the City Engineer, the Owner shall 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.

## 25.11 ROADWORKS

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

- (b) 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 Medway Park Drive and Tokala Trail 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 (i) and **replace** with the following:

- (i) Within one (1) year of registration of this Plan, the Owner shall:
- (i) install street lights on each street shown and walkway lighting as necessary on the walkway blocks in this plan of subdivision as per the accepted engineering drawings, all to the specifications and satisfaction of the City.

All at no cost to the City and in accordance with the accepted drawings and city standards.

**Remove** Subsection 25.11 (n) as other conditions cover the timing of the construction of sidewalks:

- (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 (r) and **replace** with the following:

- (q) 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 Fanshawe Park Road West via Aldersbrook Gate and Tokala Trail.

**Add** the following new Special Provisions:

- #22 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct the extension of Medway Park Drive (from Medway Park Drive in Plan 33M-729 including Part 15, Plan 33R-18005), including all underground servicing and a minimum of granular 'B' road consistent with the servicing of Medway Park Drive within this plan as required herein, all to the specifications of the City Engineer, at no cost to the City.
- #23 The Owner shall maintain the extension of Medway Park Drive over Part 15, Reference Plan 33R-18005 until construction is fully complete, all deficiencies cleared, a Certificate of Completion of Works covering the road construction has been issued to the City by the Owner's consulting professional engineer and the road is assumed by the City, all to the satisfaction of the City Engineer, at no cost to the City.
- #24 Prior to assumption, the Owner shall prepare a Reference Plan to the City's satisfaction and pay for the cost of registering and depositing the dedication by-law to create the portion of Medway Park Drive over Part 15, Reference Plan 33R-18005.
- #25 The Owner shall be required to make minor boulevard improvements on Medway Park Drive and Tokala Trail 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.

## **25.12 PARKS**

- #26 All Lots/Blocks abutting park blocks shall be fenced with 1.5meter high chain link fence without gates in accordance with current City park standards (SPO 4.8) or approved alternate. Fencing shall be completed to the satisfaction of the Manager of Parks Planning and Design within one (1) year of registration of the plan of subdivision.
- #27 All Lots/Blocks abutting Open Space blocks used primarily for stormwater management facilities and or conveyance systems shall be monumented as per City standards and to the satisfaction of the City Engineer. Should any property owner desire to construct a fence at the interface(on the property line) with the Open Space SWM blocks, fencing shall be limited in accordance with current City park standards (SPO 4.8) or approved alternate.

- #28 All park blocks lands shall be sufficiently protected from sediment throughout the construction period. A sediment barrier shall be established along the park block limits to the satisfaction of EESD and Parks Planning and Design.
- #29 No grading shall occur within proposed parkland blocks except where determined to be appropriate by the Manager of Parks Planning and Design.
- #30 Within one (1) year of registration of the plan, the Owner shall prepare and deliver to all homeowners adjacent to lands zoned as Open Space, an education package which explains the stewardship of natural area, the value of existing tree cover, and the protection and utilization of the grading and drainage pattern on these lots. The educational package shall be prepared to the satisfaction of the City.
- #31 Within one (1) year of registration of the plan, the Owner shall prepare and deliver to all homeowners an education package which advises potential purchasers of the ongoing agricultural activities occurring in the vicinity. The educational package shall be prepared to the satisfaction of the City.

## **SCHEDULE "C"**

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

### **SPECIAL WORKS AND SERVICES**

#### **Roadways**

- Tokala Trail shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 21.5 metres.
  
- Medway Park Drive, Bridgehaven Drive and Heardcreek Trail shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.

#### **Sidewalks**

A 1.5 metre (5 foot) sidewalk shall be constructed on both sides of Tokala Trail.

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

- (i) Medway Park Drive – north and east boulevard
- (ii) Bridgehaven Drive – south boulevard
- (iii) Heardcreek Trail – south boulevard

#### **Pedestrian Walkways**

City of London standard 3.0m wide pedestrian walkways shall be constructed on Block 126 of 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 Landea North Developments Inc. and Landea Developments Inc. to which it is attached and forms a part.

Prior to the Approval Authority granting final approval of this Plan, the Owner shall transfer to the City, all external 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 129, 130 and 131
Road Widening (Dedicated on face of plan):	NIL
Walkways:	Block 126
5% Parkland Dedication:	Block 128
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	Block 127

### **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 Landea North Developments Inc. and Landea Developments Inc. to which it is attached and forms a part.

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

CASH PORTION:	\$ 586,667
BALANCE PORTION:	<u>\$3,324,447</u>
TOTAL SECURITY REQUIRED	\$3,911,114

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

The Balance Portion shall be deposited with the City Treasurer prior to the City issuing any Certificate of Conditional Approval or the first building permit for any of the lots and blocks in this plan of subdivision.

The Owner shall supply the security to the City in accordance with the City's By-Law No. A-7146-255 and policy adopted by the City Council on July 27, 2014.

In accordance with Section 9 Initial Construction of Services and Building Permits, the City may limit the issuance of building permits until the security requirements have been satisfied.

The above-noted security includes a statutory holdback calculated in accordance with the Provincial legislation, namely the CONSTRUCTION LIEN ACT, R.S.O. 1990.

## **SCHEDULE "F"**

This is Schedule "F" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between The Corporation of the City of London and Landea North Developments Inc. and Landea Developments Inc. to which it is attached and forms a part.

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

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

There are no multi-purpose easements required for this Plan as there is currently a blanket easement on this Plan.

## **Appendix B – Related Estimated Costs and Revenues**

**Related Estimated Costs and Revenues**

<b>Estimated DC Funded Servicing Costs <sup>1</sup></b>	<b>Estimated Cost <sup>3</sup></b> (excludes HST)
Claims for developer led construction from CSRF	
- Watermain - internal oversizing subsidy (DC14-WD01001) <sup>4</sup>	\$57,300
- Storm sewers - internal oversizing subsidy (DC14-MS01001) <sup>4</sup>	\$480,743
- Sanitary sewers - internal oversizing subsidy (DC14-WW02001) <sup>4</sup>	\$9,850
Claims for land acquisition from CSRF	
- Block 127 for Fox Hollow SWMF 3 (0.157 hectares x \$308,880/hectare) <sup>5</sup>	\$48,494
<b>Total</b>	<b>\$596,387</b>
<b>Estimated Total DC Revenues <sup>2</sup></b> <b>(2018 Rates)</b>	<b>Estimated Revenue <sup>3</sup></b>
CSRF	\$3,490,750
UWRF	\$313,625
<b>TOTAL</b>	<b>\$3,804,375</b>

- 1 Estimated Costs are based on approximations provided by the applicant and include engineering, construction and contingency costs without HST. Final claims will be determined based on actual costs incurred in conjunction with the terms of the final subdivision agreement and the applicable By-law.
- 2 Estimated Revenues are calculated using 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 The revenues and costs in the table above are not directly comparable. The City employs a “citywide” approach to recovery of costs of growth – any conclusions based on the summary of Estimated Costs and Revenues (above table) should be used cautiously.
- 4 The extent of pipe sizes and length of oversized sewers and watermain will be finalized through the detailed design process which may change the values noted.
- 5 The acquisition of this block is required for the major overland route channel into the stormwater facility, the per hectare rate applied is consistent with Schedule 8 s. 4.7.3 of the Development Charges By-law C.P. - 1496-244.

Reviewed by:

\_\_\_\_\_

Date

\_\_\_\_\_

**Matt Feldberg**  
**Manager, Development Services**  
**(Subdivisions)**

Reviewed by:

\_\_\_\_\_

Date

\_\_\_\_\_

**Paul Yeoman**  
**Director, Development Finance**

## Appendix C – Source of Financing

RE: Subdivision Special Provisions - Landea Phase 3 Subdivision  
Landea North Developments Inc.  
Capital Budget Project No. EW3818 - Watermain Internal Oversizing (Subledger 2437631)  
Capital Budget Project No. ES5429 - Storm Sewer Internal Oversizing (Subledger 2437630)  
Capital Budget Project No. ES5145 - Sanitary Sewer Internal Oversizing (Subledger 2437632)  
Capital Budget Project No. ES3020-FH3 - SWM Facility - Fox Hollow 3 (Subledger 2437994)

**FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:**

Finance & Corporate Services confirms that a portion of these works cannot be accommodated within the Capital Works Budget, and that subject to the adoption of the recommendations of the Managing Director, Development and Compliance and Chief Building Official, the detailed source of financing is:

	Approved Budget	Additional Funding	Revised Budget	Committed To Date	This Submission	Balance for Future Work
<b>ESTIMATED EXPENDITURES</b>						
<b>EW3818 - Watermain Internal Oversizing</b>						
Construction	\$569,025	\$70,489	\$639,514	\$581,206	\$58,308	\$0
<b>ES5429 - Storm Sewer Internal Oversizing</b>						
Engineering	\$177,463		\$177,463	\$27,463		\$150,000
Construction	5,569,587		5,569,587	5,021,361	489,204	59,022
	5,747,050	0	5,747,050	5,048,824	489,204	209,022
<b>ES5145 - Sanitary Sewer Internal Oversizing</b>						
Construction	\$446,625		\$446,625	\$133,644	\$10,024	\$302,957
<b>ES3020-FH3-SWM Facility-Fox Hollow #3</b>						
Engineering	\$1,109,311	(\$50,207)	\$1,059,104	\$875,530		\$183,574
Land Purchase	1,098,997	\$49,347	1,148,344	1,098,997	49,347	0
Construction	5,729,007	\$3	5,729,010	5,729,010		0
City Related	8,681	\$857	9,538	9,538	0	0
	7,945,996	0	7,945,996	7,713,075	49,347	183,574
<b>NET ESTIMATED EXPENDITURES</b>	<b>\$14,708,696</b>	<b>\$70,489</b>	<b>\$14,779,185</b>	<b>\$13,476,749</b>	<b>\$606,883</b>	<b>\$695,553</b>

**SOURCE OF FINANCING**

<b>EW3818-Watermain Internal Oversizing</b>						
Drawdown from Industrial Oversizing Water R.F.	\$1,700		\$1,700	\$1,545	\$155	\$0
Drawdown from City Services - Water Reserve Fund (Development Charges)	567,325	70,489	637,814	579,661	58,153	0
	569,025	70,489	639,514	581,206	58,308	0
<b>ES5429 - Storm Sewer Internal Oversizing</b>						
Drawdown from Sewage Works Reserve Fund	\$25,300		\$25,300	\$22,226	\$2,154	\$920
Drawdown from City Services - Major SWM Reserve Fund (Development Charges)	5,721,750		5,721,750	5,026,598	487,050	208,102
	5,747,050	0	5,747,050	5,048,824	489,204	209,022
<b>ES5145 - Sanitary Sewer Internal Oversizing</b>						
Drawdown from Industrial Oversizing Sewer R.F.	\$12,200		\$12,200	\$3,651	\$274	\$8,276
Drawdown from City Services - Sewer Reserve Fund (Development Charges)	434,425		434,425	129,993	9,750	294,681
	446,625	0	446,625	133,644	10,024	302,957
<b>ES3020-FH3-SWM Facility-Fox Hollow #3</b>						
Drawdown from Sewage Works Reserve Fund	\$237,604		\$237,604	\$230,639	\$1,476	\$5,489
Drawdown from City Services - Major SWM Reserve Fund (Development Charges)	1,978,323		1,978,323	1,978,323		0
Debuture By-law W.-5330(b)-17 (Serviced through City Services Mjr. SWM R.F. (Dev. Charges))	5,730,069		5,730,069	5,504,113	47,871	178,085
	7,945,996	0	7,945,996	7,713,075	49,347	183,574
<b>TOTAL FINANCING</b>	<b>\$14,708,696</b>	<b>\$70,489</b>	<b>\$14,779,185</b>	<b>\$13,476,749</b>	<b>\$606,883</b>	<b>\$695,553</b>

1) **Financial Note**

	EW3818	ES5429	ES5145	ES3020-FH3	Total
Contract Price	\$57,300	\$480,743	\$9,850	\$48,494	\$596,387
Add: HST @13%	7,449	62,497	1,281	6,304	77,530
Total Contract Price Including Taxes	64,749	543,240	11,131	54,798	673,917
Less: HST Rebate	6,441	54,036	1,107	5,451	67,034
Net Contract Price	\$58,308	\$489,204	\$10,024	\$49,347	\$606,883

- 2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2014.
- 3) The additional funding requirement of \$70,489 for Project EW3818 is available as a drawdown from the City Services - Water Levies Reserve Fund. Committed to date includes claims for DC eligible works from approved development agreements that may take many years to come forward. The 2014 DC Study identified a 20 year program for watermain internal oversizing (DC14-WD01001/EW3818) with total projected growth needs of \$1,000,000. The total funding is allocated to the capital budget proportionately by year across the 20 year period. The total commitments exceed the funding for the 20 year program and therefore an additional drawdown from City Services - Water DC Reserve Fund in the amount of \$70,489 is required. These DC funded programs are presented to Council in the annual DC Monitoring Report. Adjustments can also be made by Council through the annual GMIS process and the multi-year budget updates. If total growth exceeds the estimates, the growth needs can be adjusted through the DC Bylaw update which is required every five years by the DC Act.