

Report to Planning and Environment Committee

To: Chair and Members
Planning & Environment Committee

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

Subject: Application By: Sifton Properties Limited
West 5 Subdivision – Phase 3
39T-14503 - 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 Sifton Properties Limited for the subdivision of land over Part of Lots 49 and 50, Concession B, (Geographic Township of Westminster), City of London, County of Middlesex, situated on the north side of Oxford Street West, east of Riverbend Road, west of Kains Road, and south of Shore Road, municipally known as 1300 Riverbend Road:

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Sifton Properties Limited for the West 5 Subdivision, Phase 3 (39T-14503) 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”; and,
- (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

Draft plan approval with conditions was granted for the Sifton West 5 lands on January 8, 2016. The draft plan consists of a number of multi-family, medium density residential, multi-family high density residential, and mixed use development blocks. Public roads in the draft plan consists of Riverbend Road (Neighbourhood Connector/Primary Collector) Linkway Boulevard and Logans Run (Neighbourhood/Local Streets).

Phase 1 was registered on October 20, 2016 as Plan 33M-706 consisting of one block for an 87 unit townhouse and stacked townhouse development. Phase 2 was registered on April 19, 2018 as Plan 33M-743 consisting of one medium density block, one commercial / mixed use block, and one private park block, along with several 0.3 metre reserves.

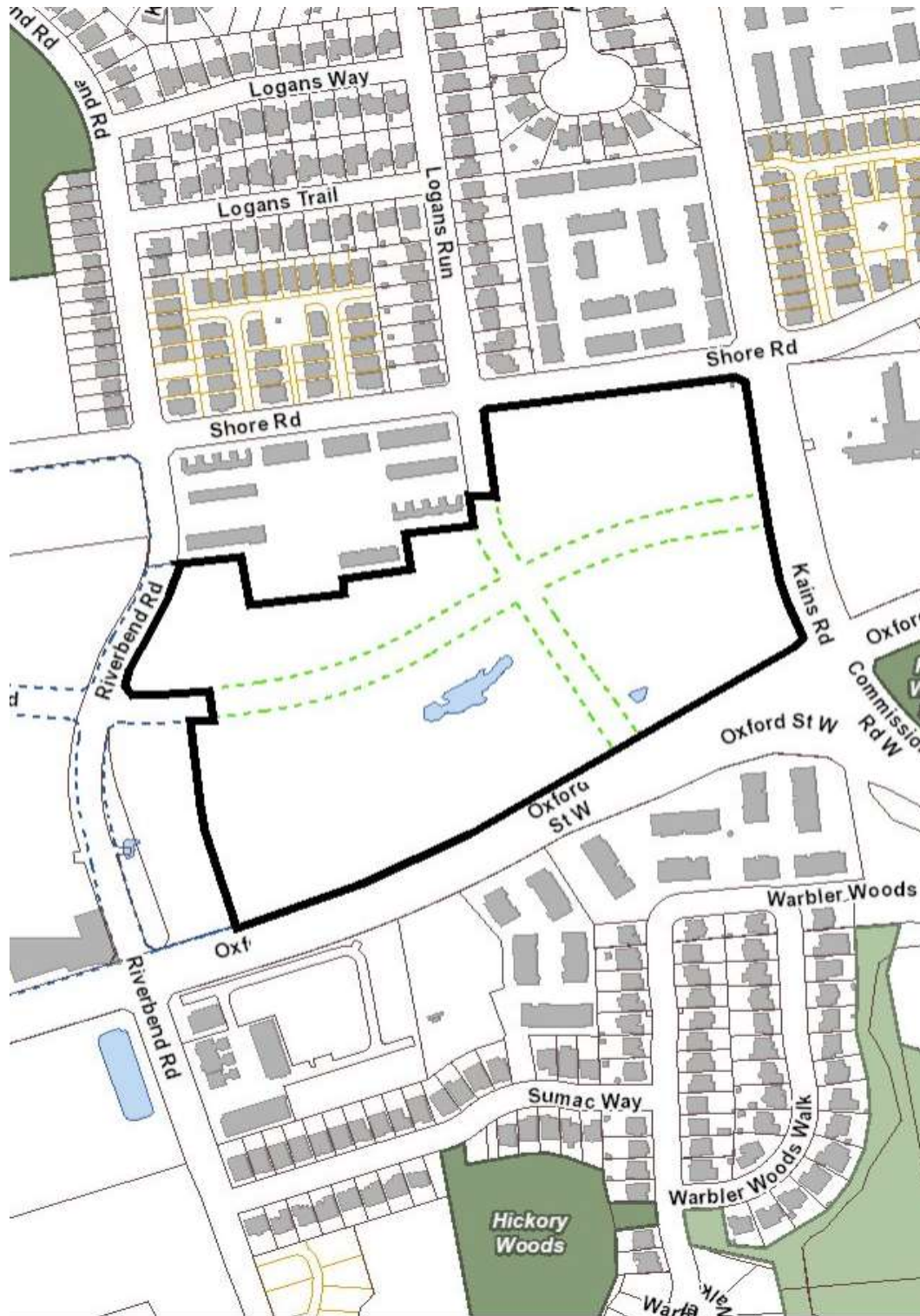
This current phase (Phase 3) represents the remainder of the easterly half of the Sifton West 5 development lands. The proposed plan includes the completion of Linkway Boulevard from just east of Riverbend Road to Kains Road, and Logans Run from just south of Shore Road to Oxford Street West.

This subdivision shall be registered in one (1) phase consisting of one medium density block, one high density block, two commercial / mixed use blocks, and one road widening block, along with several 0.3 metre reserves.

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 - Sifton Properties Limited - West 5



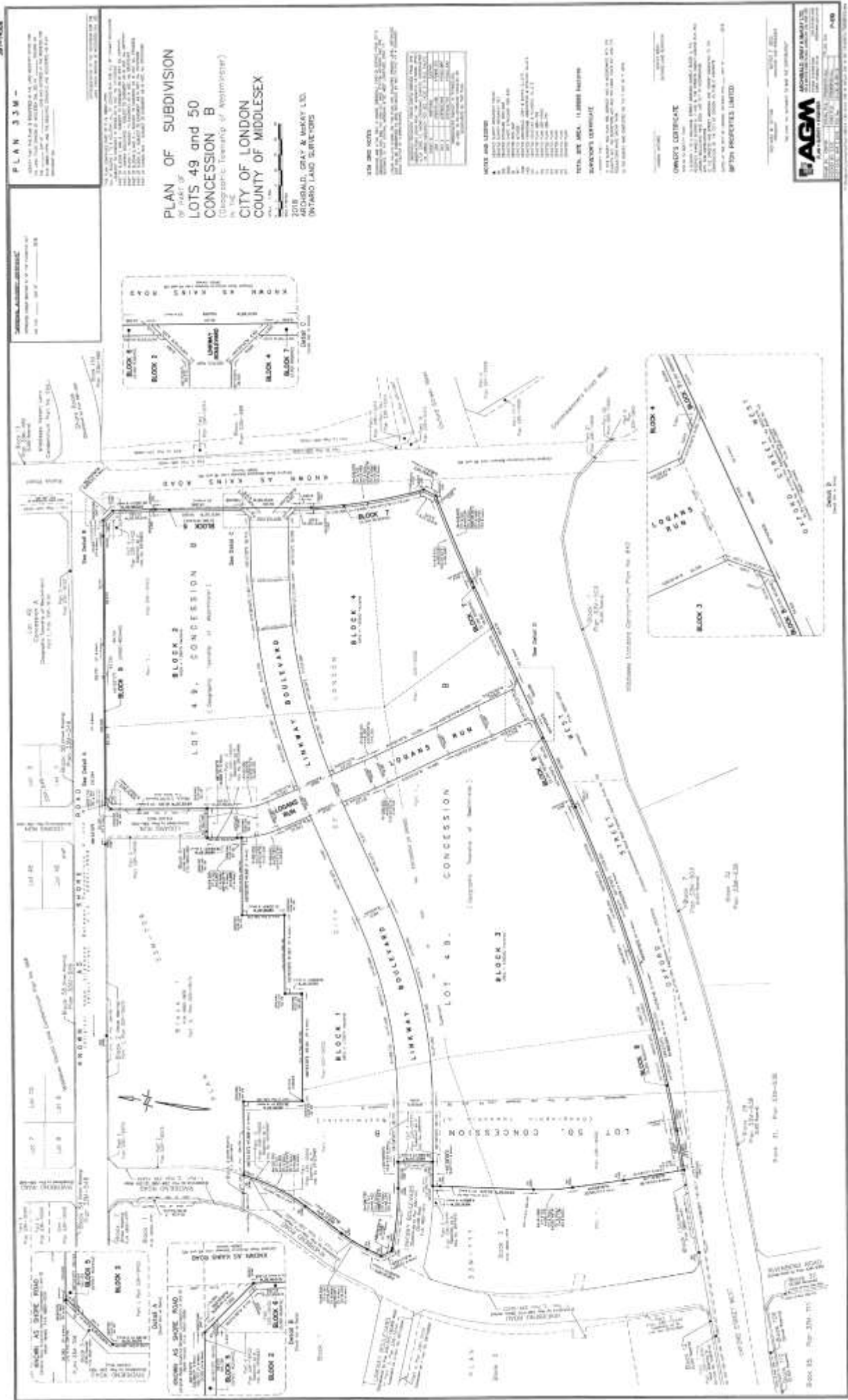
Location Map

Subject Property: 1080 Westdel Brne + Adjacent Lands
 Applicant: SIFTON PROPERTIES LIMITED
 Number: 39T-14503
 Prepared By: Larry Mottram
 Date: 6/27/2018
 Scale: 1:4000

Legend

- Subject Property
- Parks
- Assessment Parcels
- Buildings
- 123 Address Numbers

1.3 Sifton Properties Limited - Phase 3 Subdivision Plan



Prepared by:	Larry Mottram, MCIP, RPP Senior Planner, Development Services
Recommended and Reviewed by:	Lou Pompili, MCIP RPP Manager, Development Planning
Reviewed by:	Matt Feldberg Manager, Development Services (Subdivisions)
Submitted by:	George Kotsifas, P.ENG Managing Director, Development and Compliance Services and Chief Building Official
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 3, 2018

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

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Appendix A – Special Provisions

1. DEFINITIONS

Add the following Definition:

- #1 “Works and Services” means any and all required works, matters or things required to be installed and constructed by the Owner under this Agreement, including but not limited to earthworks, base and surface asphalt, curb and gutter, sidewalk, traffic islands, driveway ramps, fences, landscaping, boulevards, asphalt walkways, street signs, sanitary sewers, storm sewers, private drain connections, all appurtenances (eg. manholes, catchbasins, catchbasin leads), stormwater management works, watermains and services, valves, hydrants and granular road base.

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

Add the following new Special Provisions:

- #2 The City may require the Works and Services required under this Agreement to be completed by contractors whose competence are approved jointly by the City Engineer and the Owner, all to the satisfaction of the City Engineer.
- #3 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.

Revise the highlighted:

Any variance from items 5.1 to 5.20 above must be clearly set forth in **Schedule “C”**. All the foregoing Works and Services must be fully maintained by the Owner at its own expense in a manner and to a degree satisfactory to the City and the Owner shall retain for himself, his heirs and assigns, the right to enter at all reasonable times and from time to time, upon all Lots and Blocks in the plan of subdivision in order to maintain all the foregoing Works and Services, until the same have been assumed by the City and the warranty period has expired whichever shall be the later. Any damage thereto or failure thereof shall be forthwith repaired to the satisfaction of the City Engineer.

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 signs erected pursuant to 24.1(a) above, at all times in a condition satisfactory to the City and ensure that the signs will not be removed until the earlier of 95% of 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 (1) and (2) of this clause;

- d) prior to the issuance of a Certificate of Conditional Approval, 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 Owner shall be responsible for the maintenance and replacement of the signs, 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”;
- e) prior to the issuance of a Certificate of Conditional Approval, 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, 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; and
- g) within two (2) years of registration of this Plan or otherwise directed by the City, 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) 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 in accordance with City Standard No. SR-7.0.~~

Add the following new Special Provisions:

- #4 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.
- #5 Prior to the issuance of any Certificate of Conditional Approval, including but not limited to, temporary grading, Ditch Inlet Catchbasins, rock check dams, etc. shall be constructed and operational, as per the accepted engineering drawings, to the satisfaction of the City.

- #6 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.
- #7 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.)
- #9 Prior to assumption of this subdivision in whole or in part by the City, and as a condition of such assumption, the Owner shall pay to the City Treasurer the following amounts as set out or as calculated by the City, or portions thereof as the City may from time to time determine:
- (i) Removal of temporary works such as temporary sediment erosion swales, rock check dams, etc., an amount of \$7,100.

25.2 CLAIMS

Remove Subsection 25.2 (b) and **replace** with the following:

- (b) If the Owner alleges an entitlement to any reimbursement or payment from a Development Charge Reserve Fund as a result of the terms hereof, the Owner may, upon approval of this Agreement and completion of the works, make application to the Director – Development Finance for payment of the sum alleged to be owing, and as confirmed by the City Engineer (or designate) and the Director – Development Finance and the payment will be made 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 \$1,990, excluding HST;
- (ii) for the construction of eligible watermains in conjunction with this Plan, subsidized at an estimated cost of which is \$30,720, excluding HST;
- (iii) for the construction of left turn channelization on Kains Road at Linkway Boulevard, the estimated cost of which is \$45,558, excluding HST, as per the accepted work plan;
- (iv) for engineering costs for the construction of left turn channelization on Kains Road at Linkway Boulevard, the estimated cost of which is \$6,834, excluding HST, as per the accepted work plan;
- (v) for the construction of a multi-use pathway along the frontage of Oxford Street West, from Kains Road to Riverbend Road, as per the accepted engineering drawings, based on the equivalent of a 1.5 metre sidewalk, the estimated cost of which is \$125,444, excluding HST, as per the accepted work plan;
- (vi) for the engineering costs for the construction of the multi-use pathway along the frontage of Oxford Street West, from Kains Road to Riverbend Road, as

per the accepted engineering drawings, the estimated cost of which is \$18,817, excluding HST as per the accepted work plan;

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

Funds needed to pay the above claims will be committed (on a subdivision by subdivision basis) from approved capital budgets at the time of approval of this agreement, unless funds in approved capital budgets are insufficient to accommodate commitment to the full extent of the estimated claims. In this case (ie. insufficient capital budget), the excess of the estimated claim over the approved budget shall be submitted for Council approval in the next following budget year.

Claims approvals shall generally not materially exceed approved and committed funding in the capital budget for the estimated claims listed in this agreement.

Any funds spent by the Owner pending future budget approval (as in the case of insufficient capital budget described above), shall be at the sole risk of the Owner pending Council approval of sufficient capital funds to pay the entire claim.

Add the following new Special Provisions:

- #9 Where the proposed development calls for the construction of works, and where the Owner is of the opinion that such works are eligible to be funded in whole or in part from development charges as defined in the DC By-law, and further, where such works are not oversized pipe works (sanitary, storm or water – the reimbursement of which is provided for in subsidy tables in the DC By-law), then the Owner shall submit through their consulting engineer an engineering work plan for the proposed works satisfactory to the City Engineer (or designate) and City Treasurer (or designate). The Owner acknowledges that:
- i) no work subject to a work plan shall be reimbursable until both the City Engineer (or designate) and City Treasurer (or designate) have reviewed and approved the proposed work plan; and
 - ii) in light of the funding source and the City's responsibility to administer development charge funds collected, the City retains the right to request proposals for the work from an alternative consulting engineer.
- # The following works required by this subdivision shall be subject to a work plan:
- a. turn lanes on Kains Road at Linkway Boulevard
 - b. multi-use pathway as per the accepted engineering drawings
- #10 The Owner shall provide full-time supervision by its Professional Engineer for all claimable works to be constructed in accordance with current City policies. Upon completion of these claimable works, a Certificate of Completion of Works is to be supplied to the City, pursuant to the General Provisions and Schedule 'G' of this Agreement.
- #11 The Owner shall ensure that the City is formally invited to all construction site/progress meetings related to the claimable works associated with this Plan, including but not limited to, providing a minimum of two weeks' notice of meetings and copies of all agenda and minutes as appropriate, all to the satisfaction of the City.
- #12 The Owner shall review and seek approval from the City for any proposed use of construction contingency that relate to claimable works outlined in the work plan prior to authorizing work.

25.6 GRADING REQUIREMENTS

Add the following new Special Provisions:

- #13 The Owner shall grade the portions of Blocks 3 and 4 inclusive, which have a common property line with Oxford Street West, to blend with the ultimate profile of Oxford Street West, in accordance with the City Standard “Subdivision Grading Along Arterial Roads” and at no cost to 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 Downstream Thames Subwatershed Study and any addendums/amendments;
 - ii) The Functional Design of the Riverbend 2 SWM Facility and any addendums/amendments;
 - iii) The City’s Design Requirements for Permanent Private Stormwater Systems approved by City Council and effective as of January 1, 2012. The stormwater requirements for PPS for all medium/high density residential, institutional, commercial and industrial development sites are contained in this document, which may include but not be limited to quantity/quality control, erosion, stream morphology, etc.
 - 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:

- #14 All temporary storm works and servicing installed within the proposed Plan of Subdivision shall be decommissioned and/or removed when warranted, all to the satisfaction of the City, at no cost to the City.
- #15 The Owner shall provide the winter maintenance operations protocol for all proposed road infrastructures within this Plan that have the potential to directly impact the Tributary ‘C’ environmentally sensitive area, all to the specifications and satisfaction of the City Engineer.

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 Blocks in this Plan, which is located in the Downstream Thames Subwatershed, and connect them to the City's existing storm system 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 (e) as there are no park/school blocks in this Plan.

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

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

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

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

- (o) The Owner shall construct the sanitary sewers to service the Blocks in this Plan and connect them to the City's existing sanitary sewage system as per the accepted engineering drawings, to the satisfaction of the City.

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

Add the following new Special Provisions:

- #16 The Owner shall include in the agreement of purchase and sale for the transfer of Blocks 1 to 4, inclusive, a covenant by the purchaser or transferee stating that the purchaser or transferee of the Blocks may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.
- #17 The Owner shall remove any temporary DICBS, etc. and any existing easements on Blocks in this Plan may be quit claimed, all to the satisfaction and specifications of the City Engineer and at no cost to the City.
- #18 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make any necessary adjustments to the existing Works and Services on Linkway Boulevard, Logans Run, Kains Road, Riverbend Road and Oxford Street West, adjacent to this plan to accommodate the proposed works and services on this street to accommodate the lots in this plan fronting this street (eg. private services, street light poles, traffic calming, etc.) in accordance with the approved design criteria and accepted drawings, all to the satisfaction of the City Engineer, at no cost to the City.

25.9 WATER SERVICING

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

- (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.

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

- ~~(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.~~

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) and ~~replace with the following:~~

- ~~(h) The Owner shall construct the watermains to service the Blocks in this Plan and connect them to the City's existing water supply system as per the accepted engineering drawings, 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 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 complete the following for the provision of water service to this Plan of Subdivision:

- i) construct watermains to serve this Plan and connect them to the existing low-level municipal system, namely, the existing 600 mm diameter watermain on Kains Road, the existing 300 mm diameter watermain on Linkway Boulevard and the existing 300 mm diameter watermain on Logans Run;
- ii) Deliver confirmation that the watermain system has been looped to the satisfaction of the City Engineer when development is proposed to proceed beyond 80 individual water services or 300 multi-family dwelling units; and
- iii) Have their consulting engineer confirm to the City that the watermain distribution system has been constructed, is operational, and is looped from the watermain on Riverbend Road through this Plan via Linkway Boulevard and from Shore Road through this Plan via Logans Run to Kains Road.

#22 The Owner shall ensure future development of these Blocks shall not exceed the established fire flows stated below in order to ensure adequate fire protection is available.

The available fire flows for development Blocks within this Plan of Subdivision have been established through the subdivision water servicing design study titled West 5 Subdivision – Phase 3 Water Servicing Report dated May 10, 2018 as prepared by Stantec Consulting Ltd., as follows:

- Blocks 1, 2, 3 and 4 @ 151 litres per second

#23 All development Blocks shall be serviced off the water distribution system internal to this Plan of Subdivision.

#24 The Owner shall remove the existing automatic flushers on Logans Run and Linkway Boulevard as per the accepted engineering drawings, all to the satisfaction and specifications of the City Engineer.

#25 With respect to any proposed development Blocks, the Owner shall include in all agreements of purchase and sale, and/or lease of Blocks in this Plan, a warning clause advising the purchaser/transferee that if it is determined by the Ministry of Environment and Climate Change (MOECC) that the water servicing for the Block is a regulated drinking water system, then the Owner or Condominium Corporation may be required to meet the regulations under the Safe Drinking Water Act and the associated regulation O.Reg. 170/03.

If deemed a regulated system, the City of London may be ordered by the Ministry of the Environment and Climate Change (MOECC) to operate this system in the future. The system may be required to be designed and constructed to City standards.

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 Logans Run in this Plan connects with Logans Run in Plan 33M-706, including all underground services and all related works, as per the accepted engineering drawings;
 - (ii) a fully serviced road connection where Linkway Boulevard in this Plan connects with Linkway Boulevard in Plan 33M-743, including all underground services and all related works, as per the accepted engineering drawings;

- (iii) a fully serviced road connection where Linkway Boulevard in this Plan connects with Kains Road, including all underground services and all related works, as per the accepted engineering drawings;
- (iv) a fully serviced road connection where Logans Run in this Plan connects with Oxford Street West, including all underground services and all related works, as per the accepted engineering drawings;
- (v) construct a median on Oxford Street West at Logans Run, as per the accepted engineering drawings;
- (vi) construct a multi-use pathway on Oxford Street West from Kains Road to Riverbend Road, as per the accepted engineering drawings;
- (vii) construct a left turn lane on Kains Road as per the accepted engineering drawings;
- (viii) construct a sidewalk on the south boulevard of Shore Road along the entire frontage, 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 Linkway Boulevard, Oxford Street West, Logans Run, Kains Road in accordance with current City policies. Upon completion of these works, a Certificate of Completion of Works is to be supplied to the City, pursuant to the General Provisions and **Schedule 'G'** of this Agreement.

The Owner shall complete the works specified above on a schedule acceptable to the City or as otherwise specified herein. Where the Owner is required to close any City of London road section the Owner shall have available for submission to the City a Traffic Protection Plan acceptable to the City Engineer (or his/her designate), a schedule of construction for the proposed works on the above-noted street(s) and a detail of the proposed timing and duration of the said works in accordance with the Ministry of Labour and Ministry of Transportation requirements within the Ontario Traffic Manual Book 7. Further, the Owner shall obtain a Permit for Approved Works from the City prior to commencing any construction on City land or right-of-way.

Where required by the City Engineer, the Owner shall establish and maintain a Traffic Management Plan (TMP) intended to harmonize a construction project's physical requirements with the operational requirements of the City, the transportation needs of the travelling public and access concerns of area property owners in conformity with City guidelines and to the satisfaction of the City Engineer for any construction activity that will 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.

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 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) and **replace** with the following:

- (q) Where traffic calming measures are required within this Plan:
- (i) The Owner shall erect advisory signs at all street entrances to this Plan for the purpose of informing the public of the traffic calming measures implemented within this Plan prior to the issuance of any Certificate of Conditional Approval in this Plan.
 - ~~(ii) The Owner shall 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 include in the Agreement of Purchase and Sale or Lease for the transfer of all Blocks on Linkway Boulevard and Logans Run in this Plan, 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 Oxford Street West via Riverbend Road.

Add the following new Special Provisions:

- #26 The Owner shall construct Linkway Boulevard as a non-standard primary collector, as per the accepted engineering drawings, to the specifications and satisfaction of the City Engineer.
- #27 The Owner shall construct Logans Run to collector standards, as per the accepted engineering drawings, to the specifications and satisfaction of the City Engineer.
- #28 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a left turn lane on Kains Road at Linkway Boulevard, as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- #29 The Owner shall construct left turn lanes on Linkway Boulevard at Kains Road, as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- #30 The Owner shall construct a left turn lane on Logans Run at Oxford Street West, as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- #31 The Owner shall remove existing infrastructure, including but not limited to, CICB's, DICBs, curbs, etc. on Oxford Street West at Logans Run and Linkway Boulevard

at Kains Road and relocate/restore/construct associated works as per the accepted engineering drawings, to the specifications and satisfaction of the City.

- #32 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a median on Oxford Street West at Logans Run to ensure access to Logans Run is rights-in/rights-out only as per the accepted engineering drawings, to the specification and satisfaction of the City Engineer.
- #33 The Owner shall construct a centre median on Linkway Boulevard as per the accepted engineering drawings, all to the specifications and satisfaction of the City Engineer.
- #34 The Owner shall construct a pedestrian crossover on Linkway Boulevard as per the accepted engineering drawings, to the specifications and satisfaction of the City Engineer.
- #35 The Owner shall construct a 3.0 metre multi-use trail on the north boulevard along the entire frontage of Oxford Street West in this Plan to Riverbend Road, as per the accepted engineering drawings, to the specifications and satisfaction of the City.
- #36 The Owner shall construct a 3.0 metre multi-use trail on the north boulevard of Linkway Boulevard as per the accepted engineering drawings, to the specifications and satisfaction of the City.
- #37 The Owner shall remove the temporary turning circle on Linkway Boulevard and Logans Run and adjacent lands, in Plan 33M-706 and 33M-743 to the north and west of this Plan, and complete the construction of Linkway Boulevard and Logans Run 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 Owners of Plans 33M-706 and 33M-743 for the removal of the temporary turning circle and the construction of this section of Linkway Boulevard and Logans Run 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 Linkway Boulevard in Plan 33M-743 and Logans Run in Plan 33M-706 is constructed as fully serviced roads by the Owners of Plans 33M-706 and 33M-743, then the Owner shall be relieved of this obligation.

- #38 Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Linkway Boulevard and Logans Run adjacent to the raised intersection that indicate Future Raised Intersection Location, as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.
- #39 Prior to assumption or when required by the City Engineer, the Owner shall construct the raised intersection at the intersection of Linkway Boulevard and Logans Run, including permanent signage and pavement marking as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- #40 The Owner shall be required to make minor boulevard improvements on Oxford Street West, Kains Road and Shore Road adjacent to this Plan, to the specifications of the City and at no cost to the City, consisting of clean-up, grading and sodding as necessary.
- #41 The Owner shall remove all existing accesses and restore all affected areas, all to the satisfaction of the City, at no cost to the City.

SCHEDULE "C"

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

SPECIAL WORKS AND SERVICES

Roadways

- Linkway Boulevard shall have a minimum road pavement width as per the accepted engineering drawings with a minimum road allowance of 22.5 metres.
- Logans Run shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 19 metres
- Logans Run, from Oxford Street West to 45 metres north of Oxford Street West shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 21.5 metres. The widened road on Logans Run shall be equally aligned from the centreline of the road and tapered back to the 7.0 metre road pavement width (excluding gutters) and 19.0 metre road allowance for this street, with 30 metre tapers on both street lines.

Sidewalks/Multi-Use Trail

A 1.5 metre sidewalk shall be constructed on both sides of Logans Run.

A 3.0 metre multi-use trail shall be constructed on the north boulevard of Linkway Boulevard as per the accepted engineering drawings.

A 3.0 metre multi-use trail shall be constructed on the north boulevard of Oxford Street West along the entire frontage of this Plan to Riverbend Road as per the accepted engineering drawings.

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

- (i) Linkway Boulevard – south boulevard
- (ii) Shore Road – south boulevard

Pedestrian Walkways

There are no pedestrian walkways in this Plan.

SCHEDULE "D"

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

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

LANDS TO BE CONVEYED TO THE CITY OF LONDON:

0.3 metre (one foot) reserves:	Blocks 6, 7 and 8
Road Widening (Dedicated on face of plan):	Block 5
Walkways:	NIL
5% Parkland Dedication:	NIL or Cash payment in lieu of the 5% parkland dedication pursuant to City of London By-law C.P.-9.
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

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

Temporary access:	NIL
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SCHEDULE "E"

This is Schedule "E" to the Subdivision Agreement dated this _____ day of _____, 2014, between The Corporation of the City of London and Sifton Properties Limited to which it is attached and forms a part.

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

CASH PORTION:	\$ 231,910
BALANCE PORTION:	<u>\$1,314,157</u>
TOTAL SECURITY REQUIRED	\$1,546,067

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 Sifton Properties Limited to which it is attached and forms a part.

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

Multi-Purpose Easements:

There are no multi-purpose easements required in this Plan.

Related Estimated Costs and Revenues

Estimated DC Funded Servicing Costs ^(Note 1)	Estimated Cost ^(Note 3) (excludes HST)
Claims for developer led construction from CSRF ^(Note 4) - 300 mm sanitary sewer oversizing (DC14-WW02001) - 300mm watermain oversizing (DC14-WD01001) - Sidewalk equivalent on Oxford Street West (DC14-RS00069) - Sidewalk equivalent engineering fees (DC14-RS00069) - Channelization on Kains @ The Linkway (DC14-RS00067) - Channelization engineering fees (DC14-RS00067)	\$1,990 \$30,720 \$125,444 \$18,817 \$45,558 \$6,834
Claims for developer led construction from UWRF - None identified	\$0
Claims for City led construction from CSRF - None identified	\$0
TOTAL	\$229,363
Estimated Total DC Revenues ^(Note 2) (2018 Rates)	Estimated Revenue ^(Note 3)
CSRF	\$20,372,252
UWRF	\$2,367,153
TOTAL	\$22,739,405

- 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 should be used cautiously.
- 4 The developer led minor roadworks listed below will require a work plan to be provided and approved by the City. The work plan should include summary of work completed and costs incurred as well as estimated costs of all engineering and construction of the eligible subdivision works.

Reviewed by:

Date

Matt Feldberg
Manager, Development Services (Subdivisions)

Date

Paul Yeoman
Director, Development Finance

Chair and Members
Planning and Environment Committee

RE: Subdivision Special Provisions - West Five Phase 3 Stage 1 - Sifton Properties
Capital Budget Project No. ES5145 Sanitary Sewer Internal Oversizing (Subledger 2440624)
Capital Budget Project No. EW3818 - Watermain Internal Oversizing (Subledger 2440625)
Capital Budget Project No. TS1653 - Minor Roadworks-Sidewalks (Subledger 2440626)
Capital Budget Project No. TS1651 - Minor Roadworks-Channelization (Subledger 2440628)

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
ESTIMATED EXPENDITURES						
ES5145 Sanitary Sewer Internal Oversizing						
Construction	\$446,625	\$0	\$446,625	\$143,668	\$2,025	\$300,932
EW3818 - Watermain Internal Oversizing						
Construction	\$735,311	\$31,261	\$766,572	\$735,311	\$31,261	\$0
TS1653 - Minor Roadworks - Sidewalks						
Engineering	\$52,629	\$19,148	\$71,777	\$52,629	\$19,148	\$0
Construction	726,418	127,652	854,070	726,418	127,652	0
	779,047	146,800	925,847	779,047	146,800	0
TS1651 - Minor Roadworks-Channelization						
Engineering	\$390,748	\$6,954	\$397,702	\$390,748	\$6,954	\$0
Construction	2,900,466	(6,954)	2,893,512	2,752,189	46,360	94,963
	3,291,214	0	3,291,214	3,142,937	53,314	94,963
NET ESTIMATED EXPENDITURES	\$5,252,197	\$178,061	\$5,430,258	\$4,800,963	\$233,400 1)	\$395,895

SOURCE OF FINANCING

ES5145 Sanitary Sewer Internal Oversizing

Drawdown from Industrial Oversizing Water R.F.	\$12,200		\$12,200	\$3,924	\$55	\$8,220
Drawdown from City Services - Sewer Reserve Fund (Development Charges)	434,425	0	434,425	139,744	1,970	292,712
	446,625	0	446,625	143,668	2,025	300,932

EW3818 - Watermain Internal Oversizing

Drawdown from Industrial Oversizing Water R.F.	\$1,700		\$1,700	\$1,700	\$0	\$0
Drawdown from City Services - Water Reserve Fund (Development Charges)	733,611	31,261	764,872	733,611	31,261	0
	735,311	31,261	766,572	735,311	31,261	0

TS1653 - Minor Roadworks - Sidewalks

Drawdown from City Services - Roads Reserve Fund (Development Charges)	\$779,047	\$146,800	\$925,847	\$779,047	\$146,800	\$0
	779,047	146,800	925,847	779,047	146,800	0

TS1651 - Minor Roadworks-Channelization

Capital Levy	\$28,419		\$28,419	\$27,139	\$460	\$820
Drawdown from City Services - Roads Reserve Fund (Development Charges)	3,262,795		3,262,795	3,115,798	52,854	94,143
	3,291,214	0	3,291,214	3,142,937	53,314	94,963

TOTAL FINANCING

	\$5,252,197	\$178,061	\$5,430,258	\$4,800,963	\$233,400	\$395,895
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1) **Financial Note - Construction**

	ES5145	EW3818	TS1653	TS1651	Total Construction
Contract Price	\$1,990	\$30,720	\$125,444	\$45,558	\$203,712
Add: HST @13%	259	3,994	16,308	5,923	26,483
Total Contract Price Including Taxes	2,249	34,714	141,752	51,481	230,195
Less: HST Rebate	224	3,453	14,100	5,121	22,897
Net Contract Price	\$2,025	\$31,261	\$127,652	\$46,360	\$207,298

Financial Note - Engineering

	TS1653	TS1651	Total Engineering
Contract Price	\$18,817	\$6,834	\$25,651
Add: HST @13%	2,446	888	3,334
Total Contract Price Including Taxes	21,263	7,722	28,985
Less: HST Rebate	2,115	768	2,883
Net Contract Price	\$19,148	\$6,954	\$26,102

Total - Construction and Engineering

	\$2,025	\$31,261	\$146,800	\$53,314	\$233,400
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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 \$31,261 for Project EW3818 is available as a drawdown from the City Services - Water Levies Reserve Fund. The additional funding requirement of \$146,800 for Project TS1653 is available as a drawdown from City Services - Roads 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) and minor roadworks - sidewalks (DC14-RS000069/TS1653) with total projected growth needs of \$1,000,000 and \$1,590,300 respectively. The total funding is allocated to the capital budget proportionately by year across the 20 year period. The total commitments for project EW3818 exceeds the funding for the 20 year program and therefore an additional drawdown from City Services-Water Reserve Fund is required. The total commitment for TS1653 exceeds the accumulated capital budget and therefore the funding will be brought forward from future years allocations from the DC reserve fund, matching when claims are more likely to occur. 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.