

## 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: Topping Family Farm Inc.  
3105 Bostwick Road  
Talbot Village Subdivision – Phase 6  
39T-14506 - Special Provisions

**Meeting on:** September 10, 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 Topping Family Farm Inc. for the subdivision of lands over Part of Lot 76, East of the North Branch of the Talbot Road, (Geographic Township of Westminster), City of London, County of Middlesex, situated on the north side of the Pack Road, east of Settlement Trail, and south of Old Garrison Boulevard, municipally known as 3105 Bostwick Road:

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Topping Family Farm Inc. for the Talbot Village Subdivision, Phase 6 (39T-14506) 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 3105 Bostwick Road, on the west side of Bostwick Road and north of Pack Road. The subject site is approximately 22.6 hectares in size, and also includes Block 172 from registered plan 33M-562. The draft plan of subdivision consists of 244 single detached lots, one (1) school block, one (1) park block, one (1) road widening, and two (2) 0.3 m reserves, all served by the extension of Old Garrison Boulevard (a secondary collector), two (2) new secondary collector roads and eight (8) new local streets. A public meeting was held at Planning and Environment Committee on May 19, 2015. The subdivision was draft approved by the Approval Authority on June 29, 2015.

The Applicant is registering the second and final phase of this subdivision (known as Talbot Village Phase 6), which consists of 121 single detached lots, one park block, and one school block.

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

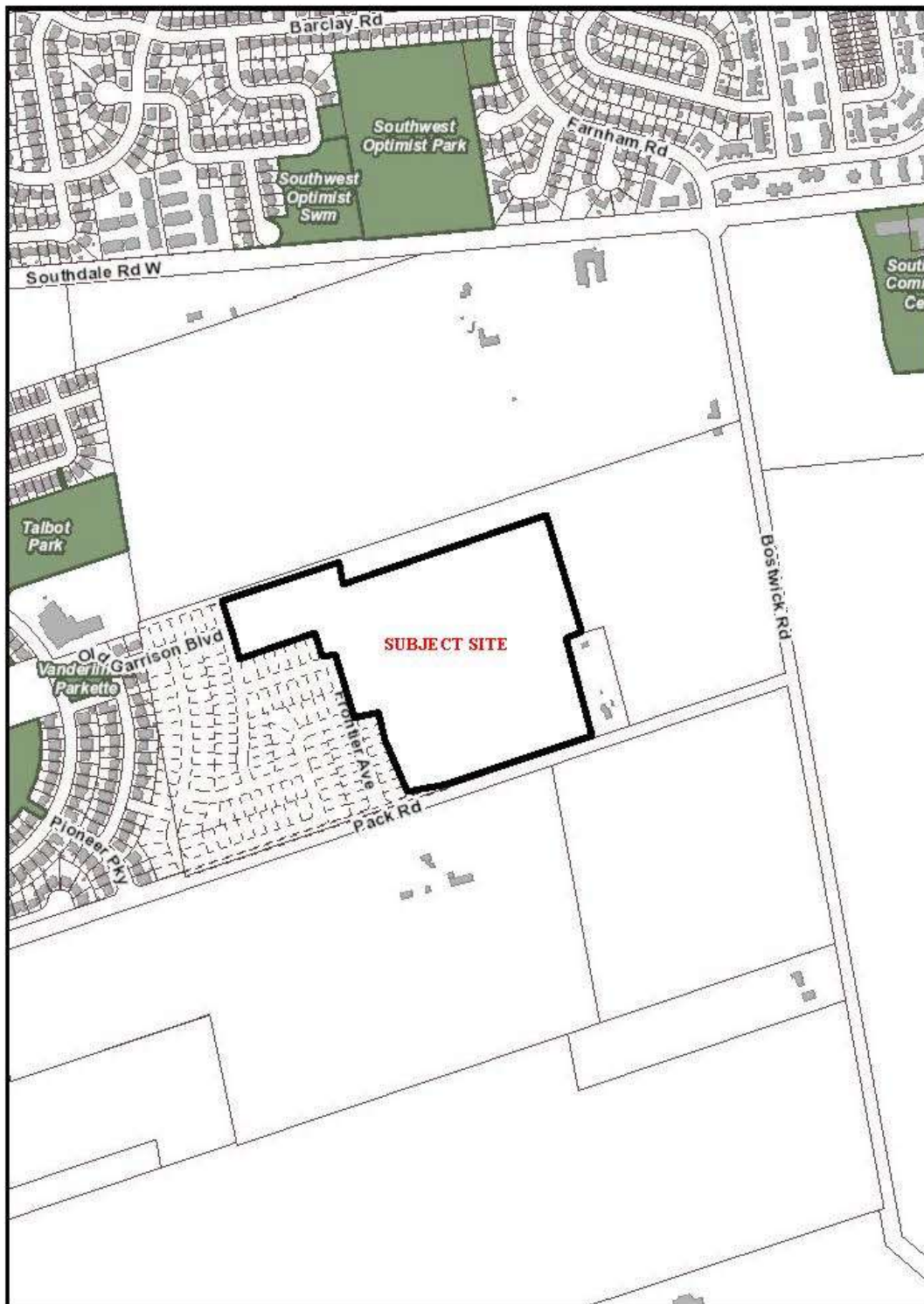
This report has been prepared in consultation with the City's Solicitors Office.

### **Temporary Pump Station and Existing Sanitary Capacity**

This development relies on a temporary pump station that was constructed by the Speyside East Corporation under the Talbot Village Phase 1A agreement executed in 2002. The pump station construction was granted approval as a temporary measure to allow the Talbot Village development to move forward in advance of a permanent sanitary treatment solution for the southwest area of the city. At the time, Southside Pollution Control plant was considered to be the ultimate solution. Since that time, the Southwest Area Plan has been completed, along with the Southwest Area Sanitary Servicing Study (SASS) and the 2014 Development Charges Background Study (DCBS). Through the SASS and the 2014 DCBS, an alternate solution is identified that includes a 2019 GMIS project to construct the Colonel Talbot Pumping Station and forcemain. When this work is complete, the temporary Talbot Village Pumping Station can be decommissioned and wastewater flows from this development can be accommodated by the new City constructed and DC funded pump station and forcemain.

Through the engineering review for this site, a detailed sanitary capacity analysis was undertaken by the applicant. It examined the existing servicing capacity and proposed sewage flows from this site, as well as short-term capacity required during the Colonel Talbot Pumping Station construction. In conjunction with Development Services, Environmental and Engineering Services staff have determined that sewage flows generated by the Phase 6 of the Talbot Village development can be accommodated in the existing pump station capacity.


## 1.2 Location Map: Phase 6 Talbot Village



### Location Map

Subject Property: 3105 Bostwick Rd  
 Applicant: Speyside East Corporation  
 File Number: 39T-14506  
 Created By: Frank Gerrits  
 Date: 5/9/2018  
 Scale: 1:8000

### Legend

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

Corporation of the City of London





<b>Prepared by:</b>	<b>Nancy Pasato, MCIP, RPP Senior Planner, Development Services</b>
<b>Recommended and Reviewed by:</b>	<b>Lou Pompili, MCIP RPP Manager, Development Planning</b>
<b>Reviewed by:</b>	<b>Matt Feldberg Manager, Development Services (Subdivisions)</b>
<b>Submitted by:</b>	<b>George Kotsifas, P.ENG Managing Director, Development and Compliance Services and Chief Building Official</b>
<p>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.</p>	

August 31, 2018

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

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## Appendix A – Special Provisions

### 5. STANDARD OF WORK

**Remove** Subsection 5.7 as there are no rear yard catchbasins.

~~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:

- #1 The City may require the works and services required under this Agreement to be undertaken by a contractor whose competence is approved jointly by the City Engineer and the Owner, all to the satisfaction of the City Engineer.
- #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.

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

**Revise** Subsection 9.3 as follows:

9.3 Except as otherwise provided herein in Section 5.7, 25.5 and 25.6, no Lot in the subdivision acquired by a bona fide purchaser for value shall be charged in any way with the obligations of this Agreement, with exception to Erosion and Sediment Control measures and lot grading. and rear yard catchbasins.

Provided that any purchaser of a Lot in this Plan of subdivision shall be subject to the restrictions and conditions of this section limiting the right to obtain a building permit or the right to compel the issuance thereof. No connection from any building to the sanitary sewer system shall be made prior to the roof being on the building and the building sheathed.

### 16. PROPOSED SCHOOL SITES

**Remove** Subsection 16.3 and **replace** with the following:

16.3 The Owner shall set aside Block 123 as a site for school purposes to be held subject to the rights and requirements of any School Board having jurisdiction in the area.

### 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 will not be removed until 95% of all the subdivision housing units have been built and occupied, or assumption, all at the discretion of the City.
- 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 unassumed by 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 Topping Family Farm Inc. All City of London by-laws still apply; and

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

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

**Add** the following new Special Provisions:

- #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 hydrogeological and 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 make all necessary arrangements with any required owner(s) to have any existing easement(s) in this Plan quit claimed to the satisfaction of the City and at no cost to the City. The Owner shall protect any existing private services in the said easement(s) until such time as they are removed and replaced with appropriate municipal and/or private services at no cost to the City.

Following the removal of any existing private services from the said easement and the appropriate municipal services and/or private services are installed and operational, the Owner shall make all necessary arrangements to have any section(s) of easement(s) in this Plan, quit claimed to the satisfaction of the City, at no cost to the City.

#7 The Owner shall provide the purchasers of all lots in the subdivision with a zoning information package pertaining to residential driveway locations and widths. The Owner shall obtain and provide to the City written acknowledgement from the purchaser of each lot in this Plan that their driveway will be installed and maintained in accordance with the requirements of the Zoning By-law. The information package and written acknowledgement shall be in a form satisfactory to the City.

#8 The Owner shall implement the recommendations of the "Environmental Noise Impact Assessment Talbot Village – Phases 5 and 6", dated October 2015, prepared by IBI Group , in the following manner:

- i) The Owner shall not submit any application for building permit for Lots 77, 102 and 121 unless noise attenuation walls are incorporated into the plans. All walls shall be a minimum 2.4 m in height, with return, as per the accepted engineering drawings. The above noted walls shall be of a solid construction with the surface density of no less than 20 kg/m<sup>2</sup>. The walls may be constructed from a variety of materials such as wood, brick, pre-cast concrete or other concrete/wood composite systems provided that it is free of gaps or cracks.

Prior to the issuance of building permits on the respective Lots, a Professional Engineer qualified to provide acoustical engineering services in Ontario shall review the building and grading plans for Lots 77, 102 and 121 to certify that noise control measures as approved have been incorporated.

The Owner agrees in accepting offers of purchase and sale to advise owners, that a sound barrier is located inside the property line within the side and/or rear yard of the property and that the said sound barrier shall not be altered or removed or tampered with. It shall be the obligation of the owner of the Lot to repair, to maintain and to replace the noise attenuation barrier, in accordance with the approved plan and/or provision or set of provisions included in the subdivision agreement, all at the owner's expense and to the satisfaction of the City.



- ii) The following warning clause shall be registered on title within the subdivision agreement and included in all Agreements of Purchase and Sale or Lease for all Lots within this Plan:

*“The City of London will not be responsible for noise issues that arise from existing or any increased traffic along Pack Road. The City of London will not be responsible for constructing any noise attenuation measures adjacent to Pack Road.”*

- iii) The following warning clause (Type B) shall be registered on title within the subdivision agreement and included in all Agreements of Purchase and Sale or Lease for Lots 77, 102 and 121 of this Plan:

*“Purchasers/tenants are advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing Pack Road traffic may occasionally interfere with some activities of the dwelling unit occupants as the sound levels exceed the Municipality’s and the Ministry of the Environment’s noise criteria.”*

- iv) The following warning clause (Type C) shall be registered on title within the subdivision agreement and included in all Agreements of Purchase and Sale or Lease for Lots 75, 76, 84, 85, 86, 87, 99, 100, 101, 118, 119 and 120 of this Plan:

*“This dwelling unit has been designed with the provision for adding central air condition at the occupant’s discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and Ministry of the Environment.”*

- v) The following warning clause (Type D) shall be registered on title within the subdivision agreement and included in all Agreements of Purchase and Sale or Lease for Lots 77, 102 and 121 of this Plan:

*“This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality’s and the Ministry of the Environment’s noise criteria.”*

- vi) The Owner shall include in any submission for a building permit application for Lots 75, 76, 84, 85, 86, 87, 99, 100, 101, 118, 119 and 120, the inclusion of forced air heating with provisions for future air conditioning (which can be installed at the owner’s option) which is sized to accommodate central air conditioning by the occupant if they so desire.

- vii) The Owner shall include in any submission for a building permit application for Lots 77, 102 and 121, the inclusion of central air conditioning.

#9 The Owner’s approved design consultant shall review and endorse all applications for building permits and shall submit at the time of building permit applications a certificate of compliance by the Owner’s approved design consultant in accordance with the approved urban design guidelines at no cost to the City of London, and to the satisfaction of the City. The approved design consultant shall be responsible for reviewing all permits with respect to the exterior design criteria for all buildings, landscape areas and other development within the plan in the context of the approved Talbot Community Urban Design Guidelines, and tertiary plan. The purpose is to ensure a high quality of urban design, architecture and landscape standards and construction. All building permit applications must include clearance from an urban designer or architect pre-approved by the City that the building plans are designed in accordance with the approved Talbot Community Urban Design Guidelines.

## 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 \$25,345;
- (ii) for the construction of eligible storm sewers in conjunction with the Plan, subsidized at an estimated cost of which is \$376,028;
- (iii) for the construction of pavement widening on Regiment Road, from Pack Road consistent with the City's standard practice of paying claims where a secondary collector is widened at a primary collector or an arterial road, the estimated cost of which is \$10,364, excluding HST. The claim will be based on a pavement widening for a distance of 45 metres north of Pack Road and a minimum road pavement width (excluding gutters) of 11.0 metres with a minimum road allowance of 26.5 metres. The widened road on Regiment Road shall be equally aligned from the centreline of the road and tapered back to the 9.5 metre road pavement width (excluding gutters) and 20.0 metre road allowance for this street, with 30 metre tapers on both street lines; and
- (iv) for engineering costs for pavement widening on Regiment Road, at an estimated cost of which is \$1,554, excluding HST.

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:

- #10 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.

#11 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.

#12 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.

#13 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 EROSION AND SEDIMENT CONTROL**

**Add** the following new Special Provisions:

#14 Prior to any commencement of construction on site, the Owner shall construct temporary erosion and sediment control measures as per the accepted engineering drawings, to the satisfaction of the City.

## **25.7 GRADING REQUIREMENTS**

**Add** the following new Special Provisions:

#15 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct an overland flow spillway from Brushland Crescent to Pack Road as per the accepted engineering drawings, all to the specifications and satisfaction of the City.

#16 The Owner shall grade the portions of Lots 77, 102 and 121 and Block 123, which have a common property line with Pack Road, to blend with the ultimate profile of Pack Road, in accordance with the City Standard "Subdivision Grading Along Arterial Roads" and at no cost to the City.

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

#17 Prior to the issuance of a Certificate of Conditional Approval, the Owner shall remove and relocate any existing earth stockpile located on Lots/Blocks in this Plan, all to the satisfaction of the City and at no cost to the City.

#18 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 owner to

the north and east for any regrading in conjunction with grading and servicing of this subdivision, to the specifications of the City, at no cost to the City.

## **25.8 STORMWATER 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 Dingman Creek Subwatershed Study and any addendums/amendments;
  - ii) The approved Functional Stormwater Management Plan/Report for the Talbot Village SWM Facility E2/E3 (July 2002) 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 approved Storm/Drainage and SWM Servicing Functional Report for the subject lands;
  - vi) The City's Waste Discharge and Drainage By-laws, lot grading standards, policies, requirements and practices;
  - vii) The City of London Design Specifications and Requirements Manual, as revised;
  - viii) The Ministry of the Environment and Climate Change (MOECC) SWM Practices Planning and Design Manual (2003); and
  - ix) Applicable Acts, Policies, Guidelines, Standards and Requirements of all required approval agencies.

## **25.9 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 Dingman Creek Subwatershed, and connect them to the City's existing storm sewer system being the 1500 mm diameter storm sewer on Brash Drive the 1050 mm diameter storm sewer on Frontier Avenue and the 300 mm diameter storm sewer on Old Garrison Boulevard. All major flows shall be ultimately directed to the overland flow outlet channel at 3605 and 3695 Settlement Trail via Pack Road.

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 (j) as this 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 (k) and **replace** with this following:

- (k) The Owner shall pay a proportional share of the operational, maintenance and/or monitoring costs of any affected unassumed sewers or SWM facilities (if applicable) to third parties that have constructed the services and/or facilities, to which the Owner is connecting. The above-noted proportional share of the cost shall be based on design flows, to that satisfaction of the City, for sewers or on storage volume in the case of a SWM facility. The Owner's payments to third parties, shall:
- (i) commence upon completion of the Owner's service work connections to the existing unassumed services; and
  - (ii) continue until the time of assumption of the affected services by the City.

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

- (o) The Owner shall construct the sanitary sewers to service the Lots and Blocks in this Plan and connect them to the City's existing sanitary sewage system being the 200 mm diameter sanitary sewer on Old Garrison Boulevard, the 200 mm diameter sanitary sewer on Frontier Avenue and the 375 mm diameter sanitary sewer on Brash Drive. 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:

- #19 The subdivider acknowledges that the ultimate sanitary outlet to service this plan is the future sanitary sewer along Colonel Talbot Road, which will flow to the Colonel Talbot Pumping Station as identified in the accepted [Environmental Assessment](#) and consistent with the 2014 Southwest Area Sanitary Servicing Master Plan. Until suitable facilities are available, in order to provide an outlet for this plan, a temporary servicing strategy has been accepted (consistent with the Talbot Village Phase 1A agreement made September 4<sup>th</sup>, 2002 between Speyside East Corporation and the City of London) which includes the provision of a temporary sanitary pumping station, discharging to the Oxford Sewage Treatment Plant via the Byron Pumping Station.

The subdivider hereby agrees to construct the sanitary sewers in this plan to the identified outlet, to the specifications of the City Engineer. The subdivider further agrees to construct all sanitary sewers required in conjunction with this plan to 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.

- #20 The subdivider agrees to pay the City to operate and maintain the temporary pumping station and forcemain. The subdivider agrees to continue to pay to the City the cost of operating and maintaining the temporary pumping station until such time that the permanent sewer outlet is available and this temporary pumping

station is decommissioned. To this effect, the City shall continue to hold sufficient security for these costs as identified in the Phase 1A agreement made September 4<sup>th</sup>, 2002 between Speyside East Corporation and the City of London.

- #21 The Owner shall notify the City at least two (2) weeks in advance of any removal of the Talbot Village Pumping Station at such time that the permanent outlet is available or arrange for the decommissioning upon request by the City.
- #22 The Owner shall permit the City to undertake smoke testing or other testing of connections to the sanitary sewer to ensure that there are no connections which would permit inflow and infiltration into the sanitary sewer. The City may require smoke testing to be undertaken until such time as the sewer is assumed by the City. As previously agreed to with the Owner in addition to standard inflow and infiltration (i&i) measures the following enhanced i&i measures are to be incorporated. The Owner shall:
- i) Provide regular unscheduled inspection of basement excavations by the developer's agents to ensure sanitary connections remain capped until plumbing connections are made;
  - ii) Provide a notice to all builder' and homeowners within the development, complete with an acknowledgement of receipt, regarding sanitary PDC's and the City By-law WM-4 and secure against any infractions as a deterrent;
  - iii) Wrap all manhole joints at time of installation; and
  - iv) Permit City flow monitoring of Phase 5 and 6 Talbot Village, to monitor i&i, and results are to be provided to the Owner's Consulting Engineer.
- #23 The Owner shall include in the agreement of purchase and sale for the transfer of Block 123, 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.
- #24 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make adjustments to the existing works and services on adjacent streets in Plan 33M-726 and Pack Road, 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 drawings, all to the satisfaction of the City Engineer, at no cost to the City.

## 25.10 WATER SERVICING

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

- (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 (d) and **replace** with the following revised General Provision:

- (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:

#25 The Owner shall construct the watermains to service the Lots and Blocks in this Plan and connect them to the City's existing high level water supply system, being the 150 mm diameter water main on Old Garrison Boulevard and the 200 mm and 250 mm diameter watermain on Frontier Avenue 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:

#26 The Owner shall ensure implemented water quality measures shall remain in place until there is sufficient occupancy demand to maintain water quality within the Plan of Subdivision without their use. The Owner is responsible for the following:

- i) to meter and pay the billed costs associated with any automatic flushing devices including water discharged from any device at the time of their installation until removal/assumption;
- ii) any incidental and/or ongoing maintenance, periodic adjustments, repairs, replacement of broken, defective or ineffective product(s), poor workmanship, etc., of the automatic flushing devices;
- iii) payment for maintenance costs for these devices incurred by the City on an ongoing basis until removal/assumption;
- iv) all works and the costs of removing the devices when no longer required; and
- v) ensure the automatic flushing devices are to an approved outlet.

#27 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.

#28 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, Conservation and Parks 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, Conservation and Parks to operate this system in the future. The system may be required to be designed and constructed to City standards.

#29 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.

#30 The available fire flows for development Block 123 within this Plan have been established through the subdivision water servicing design study as follows:

- Block 123 @ 76 l/sec

Future development of this Block shall be in keeping with the established fire flows in order to ensure adequate fire protection is available.

#31 Prior to connection of the constructed water distribution system, the Owner shall ensure that watermains are commissioned in accordance with the requirements of the City of London's Standard Contract Documents and all water quality measures are in place.

#32 The following warning clause shall be included in all Agreements of Purchase and Sale or Lease of all Lots and Blocks in this Plan:

“The water system, servicing to all the Lots and Blocks within this Plan, has been designed so as to provide service from a high-level water supply system, which is backed up from the low-level water supply system. From time to time, properties in this area may experience lower water pressure when water supply from the high-level system is not available and servicing is provided from the low-level water supply system.”

#33 The Owner shall include in all Purchase and Sale Agreements, the requirement that the homes to be designed and constructed on all Lots and Blocks in this Plan are to have pressure reducing valves installed and included in the building permit applications for the Lots and Blocks.

## 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 French Avenue connects with Frontier Avenue in Plan 33M-726, including all underground services and all related works as per the accepted engineering drawings;
  - (ii) a fully serviced road connection where Frontier Avenue connects with Frontier Avenue in Plan 33M-726, including all underground services and all related works as per the accepted engineering drawings;
  - (iii) a fully serviced road connection where Old Garrison Boulevard connected with Old Garrison Boulevard in Plan 33M-726, including all underground services and all related works as per the accepted engineering drawings;
  - (iv) a fully serviced road connection where Regiment Road connects with Pack Road, including all underground services and all related works as per the accepted engineering drawings;
  - (v) a fully serviced road connection where Brash Drive connects with Frontier Avenue in Plan 33M-726, including all underground services and all related works as per the accepted engineering drawings;
  - (vi) install temporary street lighting at the intersection of Regiment Road and Pack Road; and



- (vii) a spillway to Pack Road from Brushland Crescent 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 Frontier Avenue/Crown Grant Road, Old Garrison Boulevard and Pack 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. 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 on the plan of subdivision at locations suitable to the City and in accordance with the specifications and standards set forth by the London Hydro for the City of London for street lighting on City roadways as per the accepted engineering drawings; and
- (ii) all street lighting shall match the style of street light poles and luminaires already existing or approved along the developed portion of the streets adjacent to this Plan, all to the satisfaction of the City Engineer.
- (iii)

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

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

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

**Add** the following new Special Provisions:

- #34 Barricades are to be maintained at the limits of all streets in this Plan until assumption of this Plan of Subdivision or as otherwise directed by the City. At the time of assumption of this Plan or as otherwise directed by the City, the Owner shall remove the barricades and any temporary turning circles, restore the boulevards and complete the construction of the roadworks within the limits of both temporary turning circles, to the specifications of the City, all at no cost to the City.

The Owner shall advise all purchasers of land within this subdivision that any traffic to and from this subdivision will not be permitted to pass the barricade(s) until the removal of the barricade(s) is authorized by the City.

- #35 Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Old Garrison Boulevard and Frontier Avenue, Regiment Road and Brash Drive 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.

- #36 Prior to assumption or when required by the City Engineer, the Owner shall install the raised intersection on Old Garrison Boulevard, Frontier Avenue, Brash Drive

and Regiment Road, including permanent signage and pavement markings as per the accepted engineering drawings, to the satisfaction of the City Engineer.

- #37 Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Regiment Road and Old Garrison Boulevard adjacent to the speed cushion location that indicate Future Speed Cushion Location, as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.
- #38 Prior to assumption or when required by the City Engineer, the Owner shall install speed cushions on Regiment Road and Old Garrison Boulevard, including permanent signage and pavement markings as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- #39 The Owner shall be required to make minor boulevard improvements on Pack 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.
- #40 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.
- #41 The Owner shall construct Frontier Avenue and Regiment Road to secondary collector road standards, to the satisfaction of the City.
- #42 The Owner shall construct Old Garrison Road to secondary collector road standards on a right-of-way width of 23.5 metres with enhanced boulevards for additional plantings, sidewalks and medians, as per accepted engineering drawings, to the satisfaction of the City.
- #43 Prior to the issuance of a Certificate of Conditional Approval or as otherwise directed by the City, the Owner shall install temporary street lighting on Pack Road at the intersection of Regiment Road, to the satisfaction of the City, at no cost to the City.
- #44 Prior to assumption or when required by the City Engineer, the Owner shall construct the accepted traffic calming measures at the following intersections in accordance with the design Specifications and Requirements Manual, as per the accepted engineering drawings and to the satisfaction of the City Engineer:
  - i) interim speed cushions on Regiment Road and Old Garrison Boulevard as per the accepted engineering drawings in the vicinity of the future “square-about”; and
  - ii) raised intersections at Old Garrison Boulevard and Frontier Avenue, Frontier Avenue/Old Garrison Boulevard and Brash Drive and Regiment Road and Brash Drive.

## **25.12 PARKS**

**Add** the following new Special Provision:

- #45 The Owner shall grade, seed and service the park as per the accepted engineering drawings, all to the specifications and satisfaction of the City. The City will construct the park amenities and pathways.

## **SCHEDULE "C"**

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

### **SPECIAL WORKS AND SERVICES**

#### **Roadways**

- Old Garrison Boulevard shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 23.5 metres with enhanced landscaping treatment in the widened boulevard.
- Frontier Avenue and Regiment Road shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 20.0 metres.
- Brash Drive shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 18.5 metres
- French Avenue, Brushland Crescent (east and west legs) shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 17.5 metres
- Brushland Crescent (south leg) shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 14.5 metres in accordance with City of London Window Street Standard Guidelines UCC-2M
- Regiment Road, from Pack Road to 45 metres north of Pack Road shall have a minimum road pavement width (excluding gutters) of 11.0 metres with a minimum road allowance of 26.5 metres. The widened road on Regiment Road shall be equally aligned from the centreline of the road and tapered back to the 9.5 metre road pavement width (excluding gutters) and 20.0 metre road allowance for this street, with 30 metre tapers on both street lines. The boulevard greater than 6.0 metre City standard is to be provided with an enhanced landscaping feature, to the satisfaction of the City, at no cost to the City.

#### **Sidewalks**

A 1.5 metre sidewalk shall be constructed on both sides of the following:

- Old Garrison Boulevard
- Frontier Avenue
- Regiment Road – north of French Avenue

A 2.4 metre sidewalk shall be constructed on the east boulevard of Regiment Road fronting Block 123 from Pack Road to French Avenue in accordance with City standards, at no cost to the City.

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

- French Avenue – south boulevard
- Brash Drive – south boulevard
- Brushland Crescent – outside boulevard
- Regiment Road (from Pack Road to French Avenue) – west boulevard

The Owner shall provide sidewalk links from Brushland Crescent to Pack Road in accordance with the City of London Window Street Standard Guidelines UCC-2M to the satisfaction of the City, at no cost to the City.

**Pedestrian Walkways:**      There are no walkways in this Plan.

## SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between The Corporation of the City of London and Topping Family Farm 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 125, 126, 127 and 128
Road Widening (Dedicated on face of plan):	Block 124
Walkways:	NIL
5% Parkland Dedication:	Block 122
Dedication of land for Parks in excess of 5%:	
Stormwater Management:	NIL

### **LANDS TO BE SET ASIDE FOR SCHOOL SITE:**

School Site:	Block 123
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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 Topping Family Farm 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:	\$ 843,698
BALANCE PORTION:	<u>\$4,780,955</u>
TOTAL SECURITY REQUIRED	
\$5,624,653	

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

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

The Owner shall supply the security to the City in accordance with the City's By-Law No. CPOL-13-114 and policy adopted by the City Council on April 4, 2017 and any amendments.

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

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

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

## SCHEDULE "F"

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

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

### Multi-Purpose Easements:

- (a) Multi-purpose easements shall be deeded to the City in conjunction with this Plan, over lands external to this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
  - (i) 10 metre drainage easement along the entire north limits of this Plan
  - (ii) For temporary DICB's on Block 123 as per the accepted engineering drawings

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