

File Number: 33M-638

TO:	CHAIR AND MEMBERS PLANNING AND ENVIRONMENT COMMITTEE MEETING ON SEPTEMBER 24, 2012
FROM:	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT	SUBDIVISION AGREEMENT AMENDMENT SIFTON PROPERTIES LIMITED WARBLER WOODS SUBDIVISION 39T-04507 AND 39T-08506

RECOMMENDATION

- a) That, on the recommendation of the Senior Planner, Development Services, the Subdivision Agreement between The Corporation of the City of London and Sifton Properties Limited, which was registered on the 14th day of December, 2011 as Instrument Number ER801293 for the Warbler Woods Subdivision **BE AMENDED** as set out in the attached Subdivision Amendment Agreement.

- b) That the execution of this Amending Agreement **BE DEFERRED** until such time that the Municipal Class EA Schedule "C" Environmental Study Report (ESR) for the Tributary 'C' Storm/Drainage and SWM, Transportation and Sanitary Servicing Works is accepted and the 30 day review period has expired.

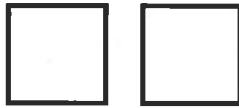
BACKGROUND

On December 20, 2010, Municipal Council passed a resolution to approve the Special Provisions for a subdivision agreement entered into between the Corporation of the City of London and Sifton Properties Limited for the Hopedale/Warbler Woods West (Phase 2) subdivision consisting of Lots 1 to 30 both inclusive, Blocks 31 to 38 both inclusive, and the streets known as Riverbend Road and Sumac Way on Plan 33M-638. The same Council Resolution authorized the Mayor and the City Clerk to execute the agreement, any amending agreements and all other documents required to fulfil the conditions.

The subdivision agreement included a number of servicing conditions regarding the provision of municipal water via a temporary connection to an existing low level water main on Shore Road at Riverbend Road, north of Oxford Street West. It was intended that the subdivision be serviced from the low level water supply system in the short term and ultimately from the high level water system to be extended along Westel Bourne from the Wickerson Road Pumping Station to be constructed by the City in 2011.

As the watermain has recently been extended along Wickerson Road and Westdel Bourne from the pumping station, it is no longer necessary to provide for an interim connection to the low level system to the north, and the subdivision conditions can be amended to provide for the installation of the watermain connection and all related works to the watermain on Westdel Bourne to the west.

This watermain connection will extend across lands external to the subdivision and which are owned by Sifton Properties Limited. Plans for future development of these lands have been prepared by Siftions as part of the Riverbend South Area Planning process, although, the City has not yet accepted a plan of subdivision application. Thus it is yet to be determined if the



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watermain as proposed is in a location that fits within the final road alignment and lotting pattern. As such, the watermain connection will be considered temporary in anticipation of its ultimate location between Westdel Bourne and the southerly limits of the subdivision plan, and Sifton assumes all costs to relocate the watermain should this be necessary.

Conditions have been included addressing requirements for temporary easements, maintenance access, and provisions for decommissioning the temporary watermain and constructing a new watermain in the future should it be necessary. All other provisions and conditions of the subdivision agreement shall remain in full force and effect.

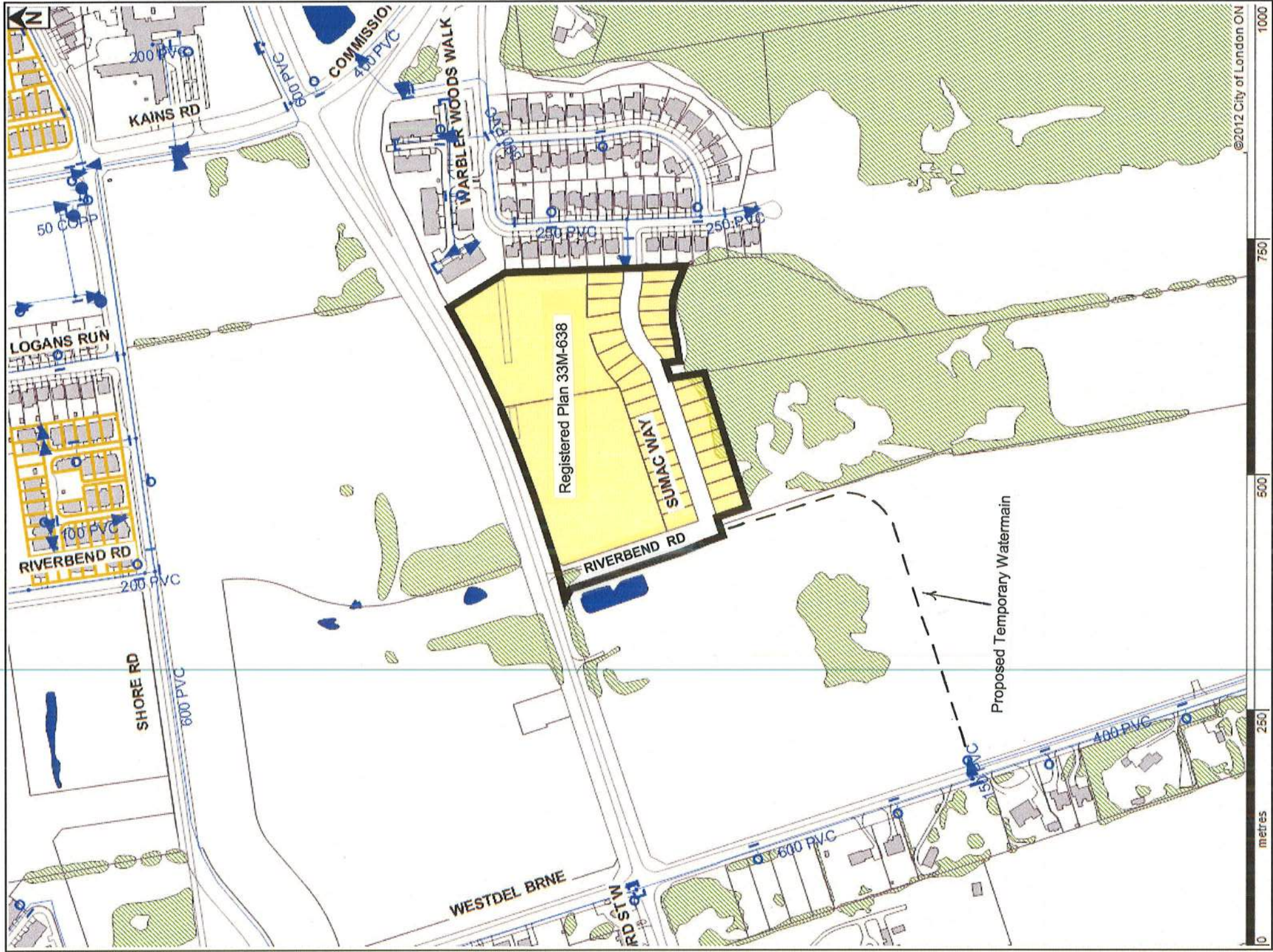
On July 24, 2012, Council accepted the Municipal Class EA Schedule "C" Environmental Study Report for the Tributary "C" Storm/Drainage and SWM, Transportation and Sanitary Servicing. In accordance with the Municipal Class EA process requirements, a "Notice of Completion" is to be published and the study report filed for review by the public and governing review agencies for a mandatory 30 calendar days. At this time, the mandatory 30 day review period has yet to be completed.

Warbler Woods Subdivision is located within the Study area of the Municipal Class EA study for the Tributary 'C' drainage area. In accordance with Part II - Section 12.2 of the EA Act, Approvals can be issued only after the termination of the 30-day review period following filing. Subject to no requests for a Part II Order being received during the review period, development applications within the study area will be in a position to move forward. As such, the amended subdivision agreement cannot be executed until the Municipal Class EA study has cleared the 30 day review period with no Part II Order requests.

A copy of the location plan is attached for the information of the Committee.

RECOMMENDED BY:	REVIEWED BY:
	
LARRY MOTTRAM, MCIP, RPP SENIOR PLANNER, DEVELOPMENT SERVICES	JEFF LEUNISSEN, MCIP, RPP MANAGER OF DEVELOPMENT PLANNING
CONCURRED BY:	SUBMITTED BY:
	
JENNIE A. RAMSAY P. ENG. MANAGER, DEVELOPMENT SERVICES	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL

LMfg
Attach.
August 29, 2012



LOCATION MAP

Subject Site: Warbler Woods Subdivision
 File Number: 33M-638
 Created By: LM
 Date: 2012-08-31
 Scale: 1:5000

LEGEND

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

THIS AGREEMENT made, in triplicate, this ____ day of _____, 2012.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(hereinafter called the City)

OF THE FIRST PART

AND

SIFTON PROPERTIES LIMITED
a Company incorporated under the laws
of the Province of Ontario
(hereinafter called the Owner)

OF THE SECOND PART

WHEREAS the Parties hereto have entered into a certain Subdivision Agreement dated the 22nd day of December, 2010, and registered in the Land Registry Office for the Land Titles Division of Middlesex East (No. 33) on the 14th day of December, 2011, as Instrument Number ER801293, respecting the lands more particularly described in Schedule "A" attached hereto and other lands;

AND WHEREAS it is deemed expedient to amend the said Agreement dated the 22nd day of December, 2010 as hereinafter set out;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Owner to the City, the receipt whereof is hereby acknowledged, the City and the Owner covenant and agree that the Subdivision Agreement dated the 22nd day of December, 2010 and registered in the Land Registry Office for the Land Titles Division of Middlesex East (No. 33) as Instrument Number ER801293, be and the same is hereby amended as follows:

1. That Part II – Special Provisions, Section 28, Clause (f) be deleted in its entirety and replaced with the following:
 - (f) The Owner shall construct or install all the following required works to the specifications of the City Engineer and in accordance with the plans accepted by the City Engineer:
 - (i) a concrete sidewalk along the south boulevard of Oxford Street West, across the frontage of this Plan;
 - (ii) street lights on Oxford Street West along the entire frontage of the plan;
 - (iii) a fully serviced road connection where Sumac Way in this Plan joins with Sumac Way in Plan 33M-482, including all underground services and related works;
 - (iv) a fully serviced road connection where Riverbend Road in this Plan joins with Oxford Street West, including all underground services and related works;
 - (v) traffic signals at the intersection of Riverbend Road and Oxford Street West when deemed warranted by the City Engineer;
 - (vi) channelization / auxiliary turn lanes on Oxford Street West at Riverbend Road;
 - (vii) installation of storm, sanitary, drainage works and all related works on Shore Road at the intersection of Shore Road and Riverbend Road, and
 - (viii) installation of watermain connection and all related works on Westdel Bourne.

2. That Part II – Special Provisions, Section 28, Clause (i) be deleted in its entirety and replaced with the following:
 - (i) This area is to be serviced from the Wickerson Pumping Station high level water distribution system. The Owner shall construct the watermains to service the Lots and Blocks in this Plan and connect them to the City's existing water supply system, being the 400 mm (16 inch) diameter watermain on Westdel Bourne and the existing 250 mm (8 inch) diameter watermain on Sumac Way to the east, to the specifications of the City Engineer.

This includes the watermain extension over external lands between the southerly units of Riverbend Road in this plan and Westdel Bourne.

The Owner shall provide looping of the watermain system, to the satisfaction of the City Engineer.

The Owner shall submit a report to determine if there will be sufficient water turnover to ensure water quality and determine how many homes are required to be occupied to maintain water quality in the water supply system. If water quality can not be maintained in the short term, the Owner shall install automatic blow off valves where necessary to the satisfaction of the City Engineer.
3. That Part II – Special Provisions, Section 28, Clause (k) be deleted in its entirety and replaced with the following:
 - (k) Prior to the issuance of any Certificates of Conditional Approval, the Owner shall construct a temporary watermain in the anticipated ultimate location and all associated works, between Westdel Bourne and the southerly units of Riverbend Road in this plan, including a maintenance access, and provide adequate easements to the City, to the specifications of the City Engineer, at no cost to the City.
4. That Part II – Special Provisions, Section 28, Clause (l) be deleted in its entirety and replaced with the following:
 - (l) This watermain is to be considered temporary with the potential of becoming ultimate.
5. That Part II – Special Provisions, Section 28, Clause (m) be deleted in its entirety and replaced with the following:
 - (m) The Owner shall provide an easement from the southerly units of Riverbend Road in this plan to Westdel Bourne for the temporary watermain connection. Once the temporary watermain has been decommissioned, or it is determined by the City that the watermain can remain as the ultimate watermain as part of future plans of subdivisions, and easements are no longer required, as determined by the City Engineer, the City will quit claim the easements used for watermain purposes, at no cost to the City.
6. That Part II – Special Provisions, Section 28, Clause (o) be deleted in its entirety and replaced with the following:
 - (o) The Owner shall co-ordinate with the City in order to provide notification to the existing homeowners in Plan 33M-482 to convert the existing water system in Plan 33M-482 to the high level water system at no cost to the City upon availability of the high level water system on Westdel Bourne.
7. That Part II – Special Provisions, Section 28, Clause (p) be deleted in its entirety and replaced with the following:

- (p) The Owner shall co-ordinate with City forces to install the check valve in the existing valve chamber located in Warbler Woods Phase 1, Plan 33M – 482, when the high level watermain in this plan is constructed and operational, to the satisfaction of the City. The check valve was provided to the City under Plan 33M-478.
8. That Part II – Special Provisions, Section 28, Clause (q) be deleted in its entirety and replaced with the following:
- (q) Should it be determined by the City that this temporary watermain interferes with future roads and lotting patterns, the Owner shall construct a new watermain in an acceptable location and the temporary watermain and any associated works are to be removed and all affected areas restored, to the satisfaction of the City Engineer and at no cost to the City.
9. That Part II – Special Provisions, Section 28, Clause (r) be deleted in its entirety and replaced with the following:
- (r) Should it be determined by the City in the future that this watermain is located in an appropriate location for future roads and lotting patterns, then it can remain and will become the ultimate watermain, to the satisfaction of the City.
10. That Part II – Special Provisions, Section 28, Clause (an) be deleted in its entirety and replaced with the following:
- (an) If the Owner requests the City to assume this subdivision prior to the permanent watermain being constructed and operational, the Owner shall pay to the City, at the time of the assumption of this subdivision by the City, the amount estimated by the City's Environmental & Engineering Services Department at the time, the cost of constructing a new watermain in an acceptable location and the cost of decommissioning the temporary water connection and associated works and completing any associated restoration works, all to the specifications of the City Engineer.
11. That Schedule "E" of the Subdivision Agreement be deleted in its entirety and replaced with the attached Schedule "E".
12. That Schedule "F" of the Subdivision Agreement be deleted in its entirety and replaced with the attached Schedule "F".
13. All other provisions and conditions of the said Subdivision Agreement dated the 22nd day of December, 2010, and registered in the Land Registry Office for the Land Titles Division of Middlesex East (No. 33), the 14th day of December, 2011, as Instrument Number ER801293, shall remain in full force and in effect and this Agreement shall alter the said Agreement only as far as is stated herein and the said Agreement in all other respects is hereby confirmed.

IN WITNESS WHEREOF the Parties hereto have hereunto caused to be affixed their respect corporate seals duly attested by the hands of their respective proper signing officers.

SIGNED, SEALED AND DELIVERED)
In the presence of)

) **THE CORPORATION OF THE CITY OF LONDON**

) _____
) Joesph Fontana, Mayor

) _____
) Catharine Saunders, City Clerk

) **SIFTON PROPERTIES LIMITED**

) _____
) I/We have the authority to bind the Corporation.

SCHEDULE "A"

This is Schedule "A" to the Subdivision Amendment Agreement dated this ____ day of _____, 2012 between The Corporation of the City of London and Sifton Properties Limited to which it is attached and forms a part.

ALL AND SINGULAR that certain parcel or tract of land and premises, lying, being and situate on Lots 1 to 30, both inclusive, Blocks 31 to 38, both inclusive, all on Plan 33M-638, in the geographic Township of London, now in the City of London, County of Middlesex.

SCHEDULE 'E'

This is Schedule 'E' to the Subdivision Amendment Agreement dated this ____ day of _____, 2012 between The Corporation of the City of London and Sifton Properties Limited to which it is attached and forms a part.

The total value of security to be supplied to the City is as follows:

CASH PORTION:	\$	261,449
BOND PORTION:	\$	<u>1,669,133</u>
TOTAL	\$	<u>1,930,582</u>

(a) The following security shall be deposited with the City Treasurer at the time of signing this Agreement:

CASH PORTION	\$	261,449
BOND PORTION	\$	<u>NIL</u>

(b) The following security shall be deposited with the City Treasurer, before the issuance of a Certificate of Conditional Approval respecting land within this subdivision.

CASH PORTION	\$	NIL
BOND PORTION	\$	<u>1,669,133</u>

The security shall be supplied to the City in accordance with the policy adopted by the City Council on April 6, 1987, when it approved Clause 15 of the 11th Report of the Planning Committee, and its amendments.

Please refer to Section 9. Initial Construction of Services and Building Permits of Part 1 – General Provisions, which may limit the issuance of a building permit 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 Amendment Agreement dated this ____ day of _____, 2012 between The Corporation of the City of London and Sifton Properties Limited to which it is attached and forms a part.

Multi-Purpose Easements:

- (a) Multi-purpose easements for municipal servicing and associated works shall be deeded to the City in conjunction with this Plan, within this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
 - (i) Over Lots 3 and 4 for a rear yard catch basin and storm sewer.

- (b) Multi-purpose easements for municipal services and temporary access road 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) from Oxford Street West at Riverbend Road to Shore Road at Riverbend Road,
and
 - (ii) from Westdel Bourne to the southerly limit of Riverbend Road (Sumac Way).