

## Report to Planning and Environment Committee

**To:** Chair and Members  
Planning & Environment Committee

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

**Subject:** Application By: West Kains Land Corporation and  
Dr. Hugh Allen (Liahn Farms)  
810 Westdel Bourne, portion of 1055 Westdel Bourne,  
1079 Westdel Bourne, 1959 and 1997 Oxford Street West  
Eagle Ridge Subdivision Phase 2 - Special Provisions

**Meeting on:** February 19, 2019

## 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 West Kains Land Corporation and Dr. Hugh Allen (Liahn Farms), for the subdivision of land over Part of Lot 1, Registrar's Compiled Plan No. 400 and Part of Lots 3, 4, 13 and 14, Registrar's Compiled Plan No. 376, (Geographic Township of Delaware) in the City of London, situated on the west side of Westdel Bourne and north side of Oxford Street West, municipally known as 810 Westdel Bourne, portion of 1055 Westdel Bourne, 1079 Westdel Bourne, 1959 and 1997 Oxford Street West.

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and West Kains Land Corporation and Dr. Hugh Allen (Liahn Farms) for the Eagle Ridge Subdivision, Phase 2 (39T-17501) 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 fulfill its conditions.

## Analysis

### 1.0 Site at a Glance

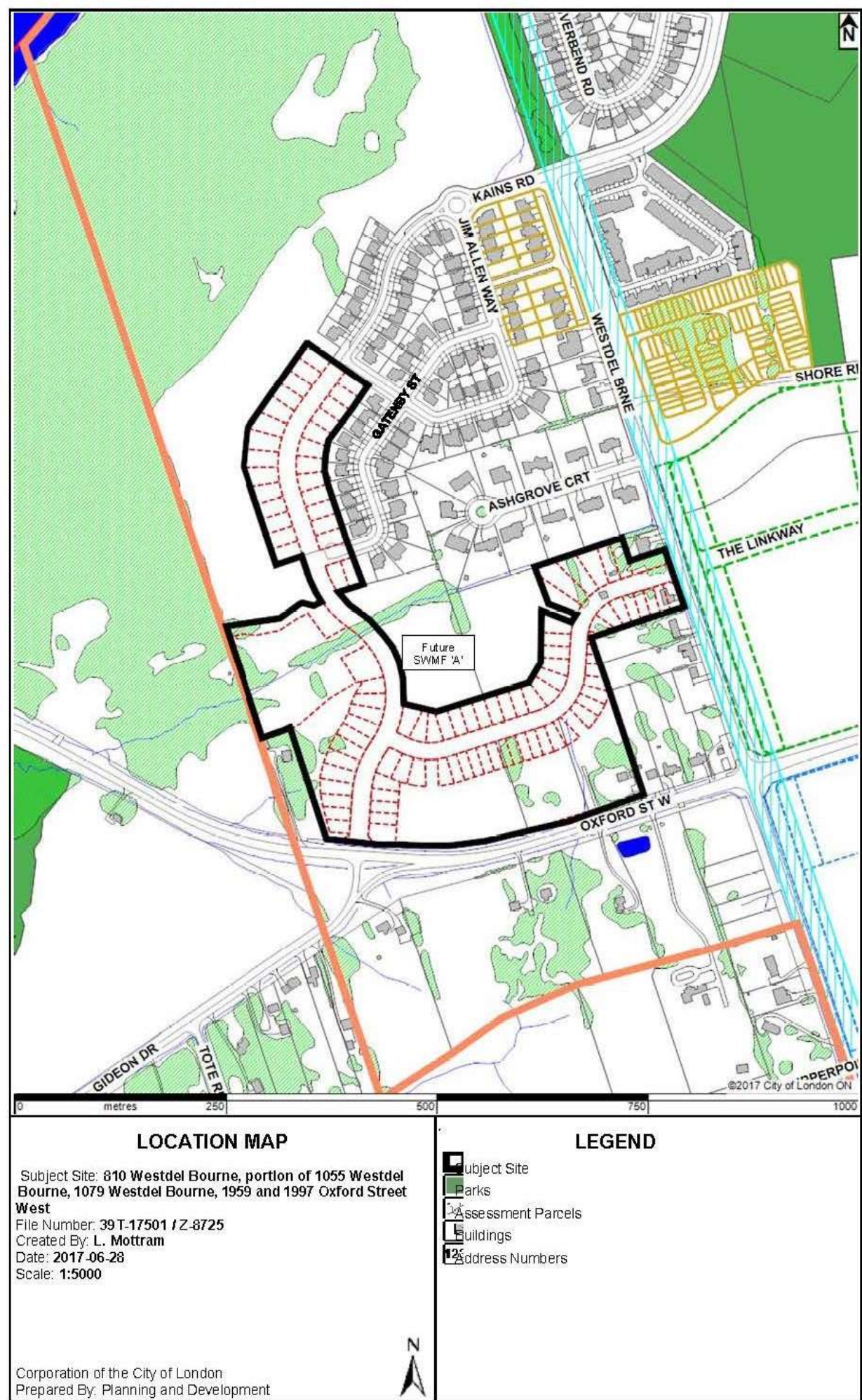
#### 1.1 Property Description

The subject site is a 12.9 hectare (31.96 acre) parcel of land located at the northwest corner of Westdel Bourne and Oxford Street West. There is approximately 382 metres of frontage along the north side of Oxford Street West, and 73 metres of frontage on the west side of Westdel Bourne.

The proposed development shows eighty-nine (89) single detached residential dwelling lots, one (1) medium density residential block, two (2) open space blocks, three (3) park blocks, seven (7) part blocks for future development, five (5) reserve blocks, and one (1) road widening block.

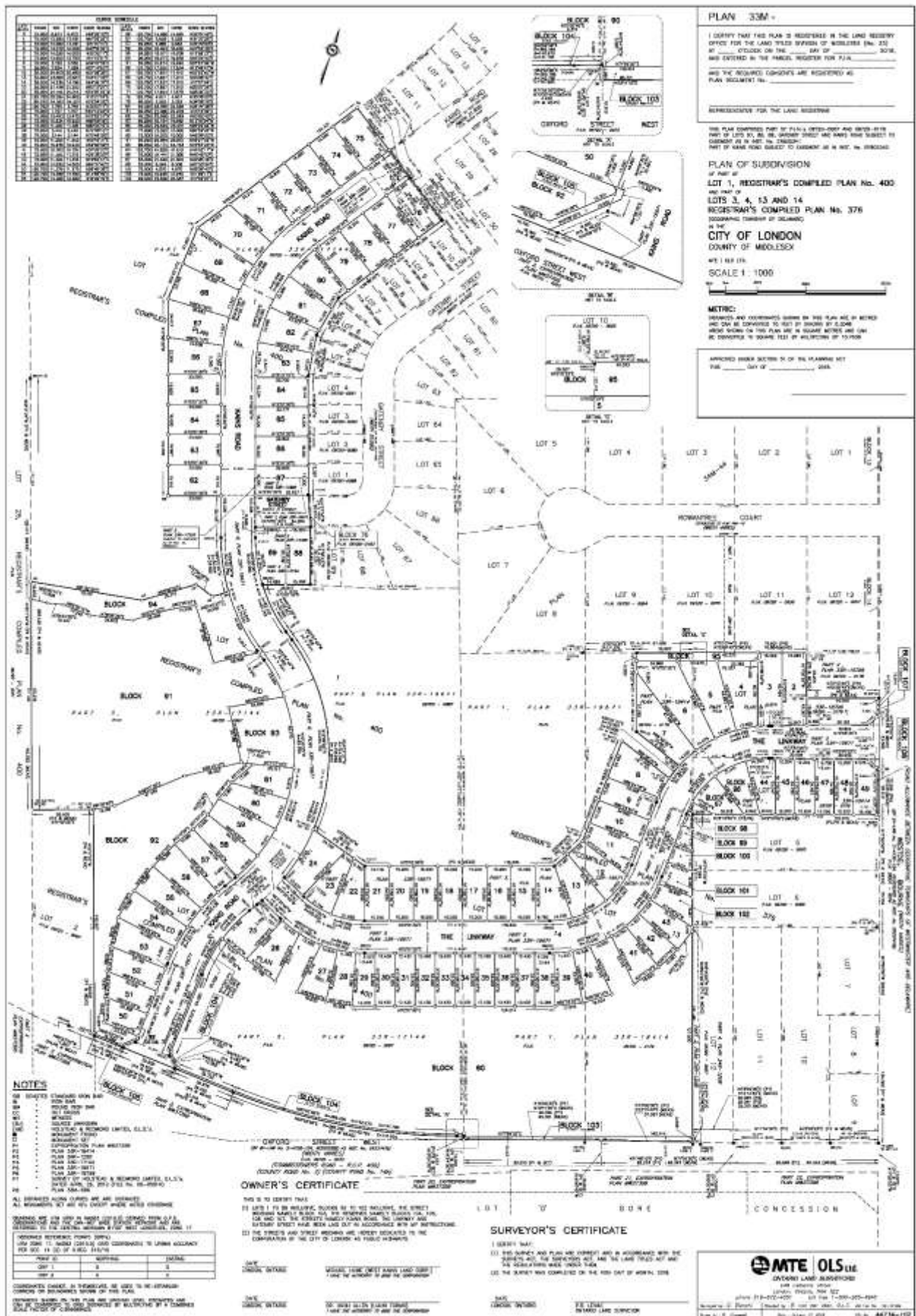
This is the second and final phase of the development. Phase 1 – West Kains Subdivision was registered on September 12, 2008 as Plan 33M-596.

1.2 Location Map – Phase 2, Eagle Ridge Subdivision





### 1.3 Eagle Ridge Phase 2 Plan



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

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

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

February 12, 2019

CC: Paul Yeoman, Director, Development Services and City of London Approval Authority

## Appendix A – Special Provisions

### 5. STANDARD OF WORK

Add the following new Special Provisions:

- #1 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 Blocks 96 and 97 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 and in 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.

### 10. COMPLETION, MAINTENANCE, ASSUMPTION AND GUARANTEE

Add the following new Special Provision:

- #2 Further to Clause 10.7 and subject to the conditions therein, the City will consider the assumption of the streets in this subdivision in stages, all to the satisfaction of the City.

### 16. PROPOSED SCHOOL SITES

Remove Subsections 16.3 to 16.8 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.~~

## 25.1 STANDARD REQUIREMENTS

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

- ~~(h) Within one (1) year of registration of this Plan, or as otherwise directed 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 The City may require the works and services required under this Agreement to be done by a contractor whose competence is approved jointly by the City Engineer and the Owner, to the satisfaction of the City.
- #4 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.
- #5 The Owner shall remove all existing buildings, structures and all associated appurtenances in order to develop this Plan, all to the satisfaction of the City, at no cost to the City.
- #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.

The Owner shall include in all agreements of purchase and sale and registered on the title of all Lots/Blocks and in the transfer of deed in this Plan a warning clause advising the purchaser/transferee that these Lots/Blocks are not to be developed until the existing services are removed, alternate services are installed if necessary to replace the existing private services and the existing easement is quit claimed to the satisfaction of the City.

- #7 The Owner shall make arrangements with the owner of lands to the east to combine Blocks 96 to 102 of this Plan, in conjunction with lands to the east to create developable Blocks, all to the satisfaction of the City.
- #8 The Owner shall implement the recommendations of the Road Traffic Noise Feasibility Study - Eagle Ridge Subdivision Phase 2 - Oxford Street West and Westdel Bourne, prepared by HGC Engineering dated January 30, 2018, including the following:

#### Air Conditioning:

The Owner agrees not to submit building permit applications for Lots 49 and 50 unless the plans contain provisions for central air conditioning.

#### Provision for Future Installation of Air Conditioning (Forced Air Ventilation System)

The Owner agrees not to submit building permit applications for Lots 1, 2, Lots 25 to 43, Lots 45 to 48 and Lots 51 to 53 unless the plans include a forced air ventilation system and ducting, etc. which is sized to accommodate future installation of central air conditioning by the occupant.

#### Building Façade Construction - Lot 49:

The minimum necessary specification for the building envelope for Lot 49 shall be Acoustical Insulation Factor, AIF-28 for the living/dining rooms and AIF-26 for the bedrooms, based on the possibility of sound entering the building through walls and windows. Any exterior wall construction meeting the Ontario Building Code (OBC) will be acceptable for these dwellings, as long as the exterior wall area to room floor area ratio does not exceed 200%.

Any insulated metal exterior door meeting OBC requirements for Lot 49 will be sufficient to provide noise insulation. If patio doors are to be used in the dwellings, they must be included in the window area.

A standard glazing construction of two 3mm thick panes separated by a 13mm air space for Lot 49 will provide sufficient sound insulation as long as the window area to floor area ratio does not exceed 40% for the living/dining rooms and 63% for the bedrooms.

#### Building Façade Construction - Lot 50:

Should the Owner propose residential development in the future for Lot 50, the minimum necessary specification for the building envelope for Lot 50 shall be Acoustical Insulation Factor, AIF-26 for the living/dining rooms and AIF-24 for the bedrooms, based on the possibility of sound entering the building through walls and windows. Any exterior wall construction meeting the Ontario Building Code (OBC) will be acceptable for these dwellings, as long as the exterior wall area to room floor area ratio does not exceed 250%.

Any insulated metal exterior door meeting OBC requirements for Lot 50 will be sufficient to provide noise insulation. If patio doors are to be used in the dwellings, they must be included in the window area.

A standard glazing construction of two 3mm thick panes separated by a 13mm airspace for Lot 50 will provide sufficient sound insulation as long as the window area to floor area ratio does not exceed 63% for the living/dining rooms and 100% for the bedrooms.

#### Noise Barriers:

Prior to the issuance of any Certificates of Conditional Approval for Lots 49 and 50 in this Plan, the Owner shall construct the proposed noise attenuation barriers adjacent to the rear and/or side property lines of each of the said Lots as shown on the accepted engineering drawings and have its professional engineer certify that the said walls were constructed in accordance with the accepted engineering drawings, all to the satisfaction of the City.

The Owner shall register against the title of Lots 49 and 50 in this Plan, and include in the Agreement of Purchase and Sale or lease and in the transfer of deed for the said Lots, a covenant by the purchaser or transferee stating that the purchaser or transferee of the Lot shall be responsible for the maintenance of the noise attenuation barrier in the future located on the said Lot, at no cost to the City.

#### Warning Clauses:

The following warning clause is required to be included in all agreements of purchase and sale or lease of Lots 49 and 50:

**"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. (Note: The location and installation of the outdoor air conditioning device should be done so as to minimize the noise impacts and comply with criteria of MOECC Publication NPC-216, Residential Air Conditioning Devices.)"**

**"Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the criteria of the Municipality and the Ministry of Environment."**

**"The City of London assumes no responsibility for noise issues which may arise from the existing or any increase in vehicle traffic on Oxford Street West and Westdel Bourne as it relates to the interior or outdoor living areas of any dwelling unit within this development. The City of London will not be responsible for constructing any form of noise mitigation for this development."**

The following warning clause is required to be included in all agreements of purchase and sale or lease of Lots 1, 2, Lots 25 to 43, Lots 45 to 48 and Lots 51 to 53:

**"This dwelling unit has been fitted with a forced air heating system and the ducting etc., was sized to accommodate central air conditioning. Installation of central air conditioning 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 the Ministry of Environment. (Note: The location and installation of the outdoor air conditioning device should be done so as to minimize the noise impacts and comply with criteria of MOECC Publication NPC-216, Residential Air Conditioning Devices.)"**

**"Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of Environment's noise criteria."**

**"The City of London assumes no responsibility for noise issues which may arise from the existing or any increase in vehicle traffic on Oxford Street West and Westdel Bourne as it relates to the interior or outdoor living areas of any dwelling unit within this development. The City of London will not be responsible for constructing any form of noise mitigation for this development."**



- #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) for the future removal of storm and sanitary sewer stubs on Gatenby Street, if necessary, an amount of \$12,232.

## 25.2 CLAIMS

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

- (b) 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 watermain in conjunction with this Plan, subsidized at an estimated cost of which is \$39,600, excluding HST;
- (ii) for the construction of left turn channelization on Oxford Street West at Kains Road, the estimated cost of which is \$128,497, excluding HST, as per the accepted work plan;
- (iii) for the engineering fees for the left turn channelization on Oxford Street West at Kains Road, the estimated cost of which is \$21,202.50, excluding HST, as per the accepted work plan;
- (iv) for the construction of pavement widening on Kains Road at Oxford Street West 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 \$10,862.50. The claim will be based on a pavement widening of 1.5 metres for a distance of 45 metres with a 30 metre taper. The costs of the gateway treatment over and above the claimable portion shall be at the Owner's expense, as per the accepted work plan;
- (v) for the engineering fees for the internal widening of Kains Road, the estimated cost of which is \$1,782, excluding HST, as per the accepted work plan;
- (vi) for the construction of the Thames Valley Parkway in Blocks 91, 92, 93 and 94, the estimated cost of which is \$93,929, excluding HST, as per the accepted work plan;
- (vii) for the engineering fees for the construction of the Thames Valley Parkway, the estimated cost of which is \$15,400, excluding HST, as per the accepted work plan;
- (viii) for the construction of the trunk sanitary sewer as per the accepted engineering drawings, the estimated cost of which is \$829,862, excluding HST, as per the accepted work plan;
- (ix) for the engineering fees for the construction of the trunk sanitary sewer, the estimated cost of which is \$136,923, 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.

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

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

## **25.6 GRADING REQUIREMENTS**

**Add** the following new Special Provisions:

- #10 The Owner shall grade the portions of Block 90, which has a common property line with Oxford Street West, to blend with the ultimate road grades on Oxford Street West, in accordance with the City Standard "Subdivision Grading Along Arterial Roads", all to the satisfaction of the City and at no cost to the City.
- #11 The Owner shall grade the portion of Lots 1 and 49, which has a common property line with Westdel Bourne, to blend with the ultimate road grades on Westdel Bourne, in accordance with the accepted engineering drawings, all to the satisfaction of the City and at no cost to the City
- #12 Prior to the issuance of a Certificate of Conditional Approval, the Owner shall remove and relocate any existing earth stockpile located in this Plan, all to the satisfaction of the City and at no cost to the City.
- #13 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct the proposed retaining wall on Block 93, as shown on the accepted engineering drawings and have its professional engineer certify that the said walls were constructed in accordance with the accepted engineering drawings, all to the satisfaction of the City.
- #14 Prior to assumption, the Owner's professional engineer shall certify to the City, the retaining wall in Park Block 93 is in a state of good repair and functioning as intended, all to the satisfaction of the City.
- #15 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 west to regrade lands external to this Plan, in conjunction with grading and servicing of this subdivision, to the specifications of the City, at no cost to the City.

## **25.7 STORM WATER MANAGEMENT**

**Add** the following new Special Provisions:

- #16 The Owner shall accommodate the major stormwater overland flows within this Plan from upstream (external) lands in accordance with the approved design studies and accepted engineering drawings, and to the satisfaction of the City Engineer, at no cost to the City.
- #17 The Owner shall implement SWM Best Management Practices (BMP's) within the plan, where possible, to the satisfaction of the City. The acceptance of these measures by the City will be subject to the presence of adequate geotechnical conditions within this Plan and the approval of the City.

- #18 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(s), as per the accepted Design Studies, all to the specifications and satisfaction of the City Engineer.
- #19 The Owner shall hold Lots 8 to 24, both inclusive from development until such time as the Interim SWM Facility 'A' is decommissioned and the ultimate SWMF is constructed and operational, all to the satisfaction of the City.
- #20 The Owner shall construct asphalt maintenance access to the existing SWM Facility from Kains Road and Linkway Boulevard as per the accepted engineering drawings, to the satisfaction of the City.
- #21 Prior to any construction activity in this Plan, the Owner shall submit a separate application for Section 28 approvals from the Upper Thames River Conservation Authority.
- #22 Prior to undertaking any works or site alteration including filling, grading, construction or alteration to a watercourse in a Conservation Regulated Area, the Owner shall obtain a permit or receive clearance from the Upper Thames River Conservation Authority
- #23 The Owner shall grade and drain the boundary of any Lots adjacent to the abutting SWM Facility to blend in with the abutting SWM Facility as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.

## **25.8 SANITARY AND STORM SEWERS**

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

- (b) The Owner shall construct the storm sewers to service the Lots and Blocks in this Plan, which is located in the Downstream Thames Subwatershed, and connect them to the City's existing storm sewer system being the 675 mm diameter storm sewer on Kains Road and outletting to the SWM Facility 'A' within the Tributary 'C' Functional design area via the internal storm sewer servicing for this Plan.

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

- (k) 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, the 750 mm diameter sanitary sewer on Kains Road and the 200 mm diameter sanitary sewer located on Gatenby Street.

**Add** the following new Special Provisions:

- #24 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct the remainder of the trunk sanitary sewer on the proposed Kains Road extension as per the accepted engineering drawings, all to the satisfaction of the City Engineer.
- #25 Within one (1) year of registration of this Plan, the Owner shall install fencing at the rear of Lots 4, 5 and 6, abutting Block 95, to the satisfaction of the City.
- #26 The Owner shall construct a storm sewer over Block 98 to connect to existing temporary culvert as per the accepted engineering drawings, to the satisfaction of the City.
- #27 The Owner shall remove the existing storm and sanitary sewer stubs on Kains Road in Plan 33M-596, west of Jim Allen Way and connect to the existing local sanitary and storm sewers as per the accepted engineering drawings, to the satisfaction of the City.
- #28 The Owner shall construct a storm sewer to the existing 900 mm diameter storm sewer on Lot 24.

- #29 The Owner shall construct sanitary and storm private drain connections and temporary ditch inlet catchbasins at both entrances to Blocks 90 as per the accepted engineering drawings. Once Block 90 has been developed, any temporary works that are no longer required, may be removed, to the satisfaction of the City.
- #30 The Owner shall construct a sanitary private drain connection at the rear of Lot 1 to service 1055 Westdel Bourne as per the accepted engineering drawings, to the satisfaction of the City.
- #31 The Owner shall include in the Agreements of Purchase and Sale or lease and in the transfer of deed of Lot 1 in this Plan, a covenant by the purchaser or transferee stating that the purchaser or transferee of the said lot to observe and comply with the private easements and private sewer services needed for the servicing of external lands to the north of this Plan. No landscaping, vehicular accesses, parking access, works or other features shall interfere with the above-noted private easement, servicing, grading or drainage that services other lands.
- #32 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make adjustments to the existing works and services on Gatenby Street and Kains Road in Plan 33M-596, Westdel Bourne 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.
- #33 If the Owner requests the City to assume Gatenby Street, all as shown on this Plan of Subdivision, prior to its extension to the Gatenby Street, 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 at the time, to be the cost of removing the temporary sanitary and storm sewer stubs in the future if it is determined these sewer stubs will no longer be required and reconstructing the City right-of-way as shown on the accepted engineering drawings, all to the specifications of the City. The estimated cost and doing the above-noted work on this street is \$12,232 for which amount sufficient security is to be provided in accordance with 25.1 (\_\_\_). The Owner shall provide the cash to the City at the request of the City prior to assumption of the subdivision if needed by the City.

## 25.9 WATER SERVICING

**Remove** Subsection 25.9 (d) as there is a new Special Provision:

- ~~(d) The Owner shall construct the watermains to service the Lots and Blocks in this Plan and connect them to the City's existing water supply system, being the \_\_\_ mm (\_\_\_ inch) diameter water main on \_\_\_, as per the accepted engineering drawings, to the specifications of the City Engineer.~~

**Remove** Subsection 25.9 and **replace** with the following:

- (f) The Owner shall ensure that 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/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 connected to an approved outlet.

**Add** the following new Special Provisions:

- #34 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 draft Plan of Subdivision:
- i) construct watermains to serve this Plan and connect them to the existing low-level municipal system, namely, the existing 150 mm diameter watermain on Gatenby Street, the 600 mm diameter watermain on Westdel Bourne, the 300 mm diameter watermain on Oxford Street West and the 300 mm diameter watermain on Kains Road.
  - 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 units; and
  - iii) have their consulting engineer prepare a Certificate of Completion of Works to confirm to the City that the watermain connection to the 600 mm diameter watermain on Westdel Bourne has been constructed, is operational and is complete.
- #35 All development Blocks shall be serviced off the water distribution system internal to this Plan of Subdivision.
- #36 Future development of Block 90 shall be in keeping with the established fire flows, as established through the subdivision water servicing study, in order to ensure adequate fire protection is available.
- #37 Prior to the initiation of construction activities for this subdivision, the Owner shall extend a municipal water connection to 2085 Oxford Street West. The Owner shall also undertake decommissioning activities for the existing domestic well located at 2085 Oxford Street West.
- #38 Where any water service connection is required to be made following the construction of curb, gutter, concrete sidewalk and/or top coat surface asphalt on any street in a new subdivision, such water service connections shall not be made using “open cut” methods but shall be made using drilling or boring techniques and in such a manner to eliminate the possibility of settlement of such curb, gutter, concrete sidewalk or top coat surface asphalt, except where in the opinion of the City Engineer, ground conditions are such that the use of drilling and boring methods become unreasonable or uneconomical.
- #39 The Owner shall ensure that the installation of services associated with this Agreement does not cause a depletion or reduction of water in any wells on adjacent lands. Where this is unavoidable, the Owner shall provide for adequate water supply to the affected properties to the satisfaction of the City Engineer and at no cost to the City.

## **25.10 HYDROGEOLOGICAL WORKS**

**Add** the following new Special Provisions:



- #40 The Owner shall have a qualified professional develop and undertake both a short term and long term monitoring and contingency plan for private water supply wells in the area, as well as a groundwater monitoring program, to the satisfaction of the City Engineer. Both the monitoring and contingency plans shall include locations (both monitoring wells and domestic wells, as required) for sampling and monitoring, a summary of sampling and monitoring protocols, triggering criteria and contingency plans. The Owner shall undertake the measures outlined in the contingency plan if groundwater interference is confirmed through the monitoring plan, to the satisfaction of the City and at no cost to the City. The groundwater monitoring program shall be undertaken from the commencement of construction until no less than 2 years following 90% build out of the subject subdivision.
- #41 Prior to the initiation of construction, the Owner shall prepare an environmental monitoring program and water taking discharge plan for construction related dewatering activities. Both the environmental monitoring program and water taking discharge plan shall be prepared to the satisfaction of the City Engineer. The contingency plan shall recognize that Easter Seals Ontario Wooded Camp (2265, 2311 Oxford Street West) daily water taking requirements are significantly higher than other groundwater users in the area. In the event of suspected well interference, a temporary pipe municipal water supply capable of meeting typical daily camp requirements shall be promptly provided and maintained by the Owner until the well has fully recovered, or a mutually agreeable permanent solution has been reached.
- #42 Prior to the issuance of any Certificate of Conditional Approval, based on advice from the Owner's professional engineer, the Owner shall undertake all necessary mitigation measures at their cost, to ensure that effects of the proposed construction and post-development conditions on the subject lands will not adversely impact on the adjacent properties and the existing private water wells. The Owner's professional engineer shall certify that any remedial or other works as recommended in the accepted hydrogeological report are implemented by the Owner, to the satisfaction of the City, at no cost to the City.
- #43 The Owner shall decommission the existing monitoring wells in this Plan only after the groundwater monitoring program is complete, to the satisfaction of the City.

## 25.11 ROADWORKS

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

- (p) 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 Linkway Boulevard, Kains Road and Gatenby Street 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 (q) and **replace** with the following:

- (q) The Owner shall direct all construction traffic including all trades related traffic associated with installation of services and construction of dwelling units in this Plan to access the site from Westdel Bourne or other routes as designated by the City.

**Add** the following new Special Provisions:

- #44 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct the following works, all in accordance with all Tributary 'C' EA functional design parameters, design studies and accepted engineering drawings, to the specifications and satisfaction of the City and at no cost to the City:
- i) construct a municipal right-of-way crossing, including a culvert, watermain and all associated works on Kains Road extension southerly to Oxford Street West, in accordance with accepted design studies and engineering drawings.
- #45 The Owner shall construct enhanced landscape boulevards on Kains Road at Oxford Street West and on Linkway Boulevard at Westdel Bourne as per the accepted engineering drawings, to the satisfaction of the City.
- #46 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall complete the required roadworks to address the sight line requirements at Oxford Street West at Kains Road, if necessary, to the satisfaction of the City Engineer. at no cost to the City.
- #47 Prior to the issuance of any Certificate of Conditional Approval or as otherwise directed by the City, the Owner shall install temporary street lighting at the intersection of Oxford Street West and Kains Road and on Westdel Bourne at Linkway Boulevard, to the satisfaction of the City Engineer, at no cost to the City.
- #48 The Owner shall reconstruct or relocate any surface or subsurface works or vegetation necessary to connect Linkway Boulevard to Westdel Bourne and Kains Road to Oxford Street West, to the satisfaction of the City and at no cost to the City.
- #49 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct left and right turn lanes on Oxford Street West at Kains Road and left turn lanes on Westdel Bourne at Linkway Boulevard, as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- #50 Should an emergency access be required to accommodate development, the Owner shall locate, construct, maintain and close the access to the satisfaction of the City Engineer. Should it be necessary to locate the access onto Oxford Street West, the Owner shall ensure it will be restricted to emergency vehicle use only.
- #51 Should a temporary/emergency access be required, the Owner shall provide sufficient security for the future removal of this temporary/emergency access and all restoration costs associated with the removal once a second access for this subdivision is available.

- #52 The Owner shall remove the temporary turning circles on Gatenby Street and adjacent lands, in Plan 33M-596 to the east of this Plan, and complete the construction of Gatenby Street in this location as fully serviced roads, including restoration of adjacent lands, to the specifications of the City.

If funds have been provided to the City by the Owner of Plan 33M-596 for the removal of the temporary turning circles and the construction of this section of Gatenby Street 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 Gatenby Street in Plan 33M-596 are constructed as fully serviced roads by the Owner of Plan 33M-596, then the Owner shall be relieved of this obligation.

- #53 Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Kains Road and Linkway Boulevard adjacent to the speed cushion locations that indicate Future Speed Cushion Location, as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.
- #54 Prior to assumption or when required by the City Engineer, the Owner shall install speed cushions on Linkway Boulevard and on Kains Road, including permanent signage and pavement marking as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- #55 Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Kains Road at Gatenby Street adjacent to the raised intersection location that indicate Future Raised Intersection, as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.
- #56 Prior to assumption or when required by the City Engineer, the Owner shall construct the raised intersection on Kains Road at Gatenby Street, including permanent signage and pavement marking as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- #57 The Owner shall construct a parking bay on Kains Road as per the accepted engineering drawings, to the satisfaction of the City.
- #58 The Owner shall reprofile and/or construct external works on Oxford Street West, including but not limited to, regrading of the ditch, relocating street lights, installation of DICB's, as per the accepted engineering drawings, to the satisfaction of the City.
- #59 The Owner shall be required to make minor boulevard improvements on Oxford Street West and Westdel Bourne adjacent to this Plan, to the specifications of the City and at no cost to the City, consisting of clean-up, grading and sodding as necessary.

## **25.12 Parks**

### **Add the following Clauses**

- #60 The owner shall ensure all open space blocks are sufficiently protected from sediment throughout the construction period. A robust sediment barrier and other erosion control measures, as shown on the approved Engineering drawings, shall be installed and maintained along all identified block limits to the satisfaction of the City. The Owner's consulting engineer shall provide written certification of the barrier installation and monthly site inspection reports to the City during all development activity in proximity to the edge of Tributary C.

- #61 Within one (1) year of registration of this Plan, the Owner shall implement all the recommendations of the approved Environmental Impact Study and Addendum to the satisfaction of the City. The Owner shall provide written confirmation to the City as to when and how the recommendations were implemented including a monitoring program.
- #62 Within one (1) year of registration of this Plan, the Owner shall grade, service and seed Blocks 92, 93 and 94 in accordance with the approved engineering plans, to the satisfaction of the City.
- #63 Within one (1) year of registration of this Plan, the Owner shall construct the multi-use pathway system in Blocks 92, 93, 94 in accordance with the approved Engineering drawings.
- #64 The Owner shall deliver to all purchasers and transferees of the lots in this Plan, a homeowner guide/education package as approved by the Manager of Parks Planning and Design that explains the stewardship of natural areas and the value of existing tree cover, as well as indirect suburban effects on natural areas.

## **SCHEDULE “C”**

This is Schedule “C” to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between The Corporation of the City of London and West Kains Land Corp. and Liahn Farms to which it is attached and forms a part.

### **SPECIAL WORKS AND SERVICES**

#### **Roadways**

- Kains Road shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 21.5 metres.
- Linkway Boulevard and Gatenby Street shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
- Kains Road from Oxford Street West to 45 metres north has a minimum road pavement width (excluding gutters) of 11.0 metres with a minimum road allowance of 22.5 metres. The widened road on Kains Road shall be equally aligned from the centreline of the road and tapered back to the 9.5 metres of road pavement width (excluding gutters) and 21.5 metres of road allowance width for this street with 30 metre long tapers on both street lines.
- Linkway Boulevard from Westdel Bourne to 30 metres west has a minimum road pavement width (excluding gutters) of 10.0 metres with a minimum road allowance of 21.5 metres. The widened road on Linkway Boulevard shall be equally aligned from the centreline of the road and tapered back to the 8.0 metres of road pavement width (excluding gutters) and 20.0 metres of road allowance width for this street with 30 metre long tapers on both street lines.

#### **Sidewalks**

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

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

- (i) Gatenby Street – south boulevard
- (ii) Linkway Boulevard – north 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 \_\_\_\_\_, 2019, between The Corporation of the City of London and West Kains Land Corp. and Liahn Farms 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:	Block 104 (to be extended along Oxford St W) Blocks 105, 106, 107 of this Plan.
Road Widening (Dedicated on face of plan):	Block 103
Walkways:	NIL
5% Parkland Dedication:	Partially satisfied through the dedication of Blocks 92, 93 and 94 of this Plan.
Dedication of land for Parks in excess of 5%:	Block 91
Dedication of Future Servicing/Access Block:	Block 95
Stormwater Management:	NIL

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

**LANDS TO BE HELD IN TRUST BY THE CITY:**      NIL

**SCHEDULE “E”**

This is Schedule “E” to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between The Corporation of the City of London and West Kains Land Corp. and Liahn Farms 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:	\$1,032,998
BALANCE PORTION:	<u>\$5,865,889</u>
TOTAL SECURITY REQUIRED	\$6,898,887

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

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

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

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

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

## **SCHEDULE "F"**

This is Schedule "F" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between The Corporation of the City of London and West Kains Land Corp. and Liahn Farms to which it is attached and forms a part.

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

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

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

Appendix B – Claims and Revenues

Agenda Item #      Page #

810 and 1079 Westdel Bourne - West Kains Land Corp. and Liahn Farms Ltd.  
Subdivision Agreement  
39T-17501 Phase 2

Related Estimated Costs and Revenues

Estimated DC Funded Servicing Costs <small>(Note 1)</small>	Estimated Cost
Claims for developer led construction from CSRF	
- Watermain-oversizing subsidy (DC14-WD01001) <small>Note 5</small>	\$38,600
- Roadworks - channelization (DC14-RS00067) <small>Note 4</small>	\$128,497
- Roadworks - engineering fees for channelization (DC14-RS00067) <small>Note 4</small>	\$21,202
- Roadworks - internal widening (DC14-RS00063) <small>Note 4</small>	\$10,862
- Roadworks - engineering fees (DC14-RS00063) <small>Note 4</small>	\$1,782
- Sanitary Trunk Sewer RB1B (DC14-WW00002) <small>Note 4</small>	\$829,882
- Sanitary Trunk Sewer RB1B - Engineering fees (DC14-WW00002) <small>Note 4</small>	\$136,923
- Parks - Thames Valley Parkway (DC14-PR00097) <small>Note 4</small>	\$93,929
- Parks - engineering fees for Thames Valley Parkway (DC14-PR00097) <small>Note 4</small>	\$15,400
Total	\$1,278,057
Estimated Total DC Revenues <small>(Note 2)</small> (2019 Rates)	Estimated Revenue
CSRF	\$3,523,740
UWRF	\$317,293
TOTAL	\$3,841,033

- 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 2019 DC rates and may take many years to recover. The revenue estimates includes DC cost recovery for "soft services" (fire, police, parks and recreation facilities, library, growth studies). There is no comparative cost allocation in the Estimated Cost section of the report, so the reader should use caution in comparing the Cost with the Revenue section.
- 3 The revenues and costs in the table above are not directly comparable. The City employs a "citywide" approach to recovery of costs of growth - any conclusions based on the summary of Estimated Costs and Revenues (above table) should be used cautiously.
- 4 The developer led construction work above will require a work plan to be provided and approved by the City. The work plan shall include summary of work completed to date as well as estimated costs of all Engineering and construction of the eligible subdivision works.
- 5 Oversizing costs identified are based on preliminary estimates through draft plan phase. The extent of roadworks and the various pipe sizes and length of oversized sewers and watermain will be finalized through the detailed design process which may change the values noted.

Reviewed by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matt Feldberg  
Manager, Development Services  
(Subdivisions)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paul Yeoman  
Director, Development Finance

## Appendix C – Source of Finance

Chair and Members  
Planning and Environment Committee

#19016  
February 19, 2019  
(39T-17501 Phase 2)

**RE: Subdivision Special Provisions - Eagle Ridge Subdivision Phase 2**

West Kains Land Corporation and Dr. Hugh Allen (Liahm Farms)

Capital Budget Project EW3818 - Watermain Internal Oversizing Subsidy (Subledger 2456330)

Capital Budget Project TS1651 - Minor Roadworks-Channelization (Subledger 2456331)

Capital Budget Project TS1371 - Road Class Oversizing Subsidy (Subledger 2456332)

Capital Budget Project ES5253 - Riverbend Trunk Sanitary Sewer Extension (Subledger 2456333)

Capital Budget Project PD212418 - New Thames Valley Pathway (Subledger 2456335)

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

Finance & Corporate Services confirms that these works can 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 and the Manager, Development Planning, the detailed source of financing is:

	Approved Budget	Committed To Date	This Submission	Balance for Future Work
<b><u>ESTIMATED EXPENDITURES</u></b>				
<b><u>EW3818 - Watermain Internal Oversizing</u></b>				
Construction	\$835,562	\$785,562	\$40,297	\$9,703
	835,562	785,562	40,297	9,703
<b><u>TS1651 - Minor Roadworks - Channelization</u></b>				
Engineering	\$482,487	\$412,487	\$21,575	\$48,425
Construction	3,091,248	2,948,733	130,759	11,756
Utilities	27,535	27,535		0
	3,601,270	3,388,755	152,334	60,181
<b><u>TS1371 - Road Class Oversizing Subsidy</u></b>				
Engineering	\$57,063	\$14,567	\$1,814	\$40,682
Construction	542,937	101,959	11,053	429,925
	600,000	116,526	12,867	470,607
<b><u>ES5253 - Riverbend Trunk Sanitary Sewer Extension</u></b>				
Engineering	\$325,966	\$110,561	\$139,333	\$76,072
Construction	1,692,000	151,060	844,468	696,472
Other City Related	100,000			100,000
	2,117,966	261,621	983,801	872,544
<b><u>PD212418 - New Thames Valley Pathway</u></b>				
Engineering	\$80,000	\$0	\$15,671	\$64,329
Construction	1,275,000		95,582	1,179,418
	1,355,000	0	111,253	1,243,747
<b>NET ESTIMATED EXPENDITURES</b>	<b>\$8,509,798</b>	<b>\$4,552,464</b>	<b>\$1,300,552 1)</b>	<b>\$2,656,782</b>
<b><u>SOURCE OF FINANCING</u></b>				
<b><u>EW3818 - Watermain Internal Oversizing</u></b>				
Drawdown from Industrial Oversizing- Water R.F.	\$1,700	\$1,700		\$0
Drawdown from City Services - Water				
Reserve Fund (Development Charges)	2) 833,862	783,862	40,297	9,703
	835,562	785,562	40,297	9,703
<b><u>TS1651 - Minor Roadworks - Channelization</u></b>				
Capital Levy	\$28,419	\$19,844	\$934	\$7,641
Drawdown from City Services - Roads	2) 3,386,540	3,182,600	151,400	52,540
Reserve Fund (Development Charges)				
Other Contributions (Developer)	186,311	186,311		0
	3,601,270	3,388,755	152,334	60,181
<b><u>TS1371 - Road Class Oversizing Subsidy</u></b>				
Capital Levy	\$4,400	\$855	\$94	\$3,451
Drawdown from Industrial Oversizing R.F.	10,400	2,020	223	8,157
Drawdown from City Services - Roads	2) 585,200	113,652	12,550	458,999
Reserve Fund (Development Charges)				
	600,000	116,526	12,867	470,607
<b><u>ES5253 - Riverbend Trunk Sanitary Sewer Extension</u></b>				
Debtenture By-law No. W.-5236-9 (Served through City Services - Sewer Reserve Fund (Development Charges)	2) \$2,062,000	\$205,655	\$983,801	\$872,544
Other Contributions (Developer)	55,966	55,966		0
	2,117,966	261,621	983,801	872,544
<b><u>PD212418 - New Thames Valley Pathway</u></b>				
Debtenture Quota	3) \$573,900	\$0	\$47,283	\$526,617
Drawdown from City Services - Parks & Rec	2) 781,100		63,970	717,130
Reserve Fund (Development Charges)				
	1,355,000	0	111,253	1,243,747
<b>TOTAL FINANCING</b>	<b>\$8,509,798</b>	<b>\$4,552,464</b>	<b>\$1,300,552</b>	<b>\$2,656,782</b>



RE: Subdivision Special Provisions - Eagle Ridge Subdivision Phase 2  
West Kains Land Corporation and Dr. Hugh Allen (Liahm Farms)  
Capital Budget Project EW3818 - Watermain Internal Oversizing Subsidy (Subledger 2456330)  
Capital Budget Project TS1651 - Minor Roadworks-Channelization (Subledger 2456331)  
Capital Budget Project TS1371 - Road Class Oversizing Subsidy (Subledger 2456332)  
Capital Budget Project ES5253 - Riverbend Trunk Sanitary Sewer Extension (Subledger 2456333)  
Capital Budget Project PD212418 - New Thames Valley Pathway (Subledger 2456335)

1) <b>Financial Note - Construction</b>	<b>EW3818</b>	<b>TS1651</b>	<b>TS1371</b>	<b>ES5253</b>	<b>PD212418</b>
Contract Price	\$39,600	\$128,497	\$10,862	\$829,862	\$93,929
Add: HST @13%	5,148	16,705	1,412	107,882	12,211
Total Contract Price Including Taxes	44,748	145,202	12,274	937,744	106,140
Less: HST Rebate	4,451	14,443	1,221	93,276	10,558
Net Contract Price	\$40,297	\$130,759	\$11,053	\$844,468	\$95,582

Financial Note - Engineering	TS1651	TS1371	ES5253	PD212418
Contract Price	\$21,202	\$1,782	\$136,923	\$15,400
Add: HST @13%	2,756	232	17,800	2,002
Total Contract Price Including Taxes	23,958	2,014	154,723	17,402
Less: HST Rebate	2,383	200	15,390	1,731
Net Contract Price	\$21,575	\$1,814	\$139,333	\$15,671
Total - Construction & Engineering	\$40,297	\$12,867	\$983,801	\$111,253

<b>Financial Note - Total</b>	<b>Total</b>
Total Contract Price	\$1,278,057
Add: HST @13%	166,148
Total Contract Price Including Taxes	1,444,205
Less: HST Rebate	143,653
Net Contract Price(Construction & Engineering)	\$1,300,552

- 2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2014.

**Note to City Clerk:**

- 3) Administration hereby certifies that the estimated amounts payable in respect of this project does not exceed the annual financial debt and obligation limit for the Municipality of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02 made under the Municipal Act, and accordingly the City Clerk is hereby requested to prepare and introduce the necessary authorizing by-laws.
- An authorizing by-law should be drafted to secure debenture financing for project PD212418-New Thames Valley Pathway for the net amount to be debentured of \$573,900.