

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: ZEDCOR INC.
146 Exeter Road
Richardson Subdivision Phase 1 - Special Provisions
Meeting on: April 15, 2019

Recommendation

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Zedcor Inc. for the subdivision of land over Part of Lots 33 and 34, Concession 2, (former Township of Westminster) situated on the north side of Exeter Road, east of Wonderland Road South, municipally known as 146 Exeter Road;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Zedcor Inc. for the Richardson Subdivision, Phase 1 (39T-15501) 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 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

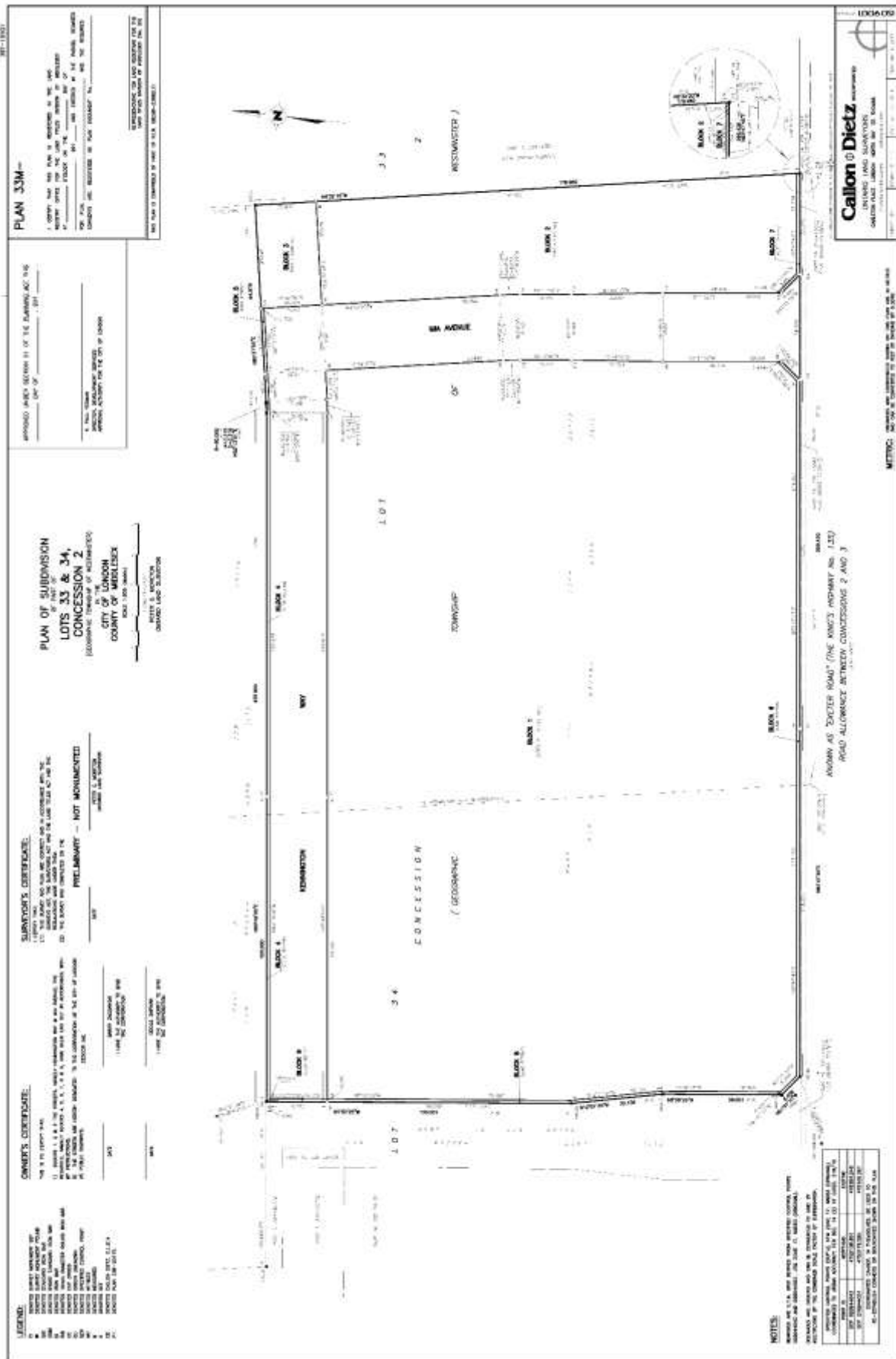
1.1 Property Description

The subject site consists of a portion (5.17 ha (12.8 acres)) of a 48.2 ha (119 acres) parcel of land located on the north side of Exeter Road. It is situated midpoint between Wonderland Road South and White Oaks Road, in the former Township of Westminster. Portions of the subject property include the former site of the Southwest Optimist Baseball Complex, which at one time contained up to 16 baseball diamonds. The subject site is located just south of existing retail/commercial uses (1352 Wharncliffe Road South), vacant lands to the east, existing industrial uses along Exeter Road, a wetland/natural heritage feature to the southwest (known as the Pincombe Drain). The property is relatively flat.

1.2 Location Map Phase 1 - Richardson Subdivision



1.3 Richardson Subdivision – Phase 1 Plan



2.0 Description of Proposal

2.1 Development Proposal

The draft plan of subdivision consists of 25 low density blocks, 18 medium density blocks, 2 park blocks, 4 multi-use pathway blocks, 1 stormwater management block, 1 future stormwater management or residential block, 1 light industrial block, 2 open space blocks, 1 school block, 1 future road block, as well as several 0.3 m reserves and road widenings, all served by 4 new secondary collector roads, and 11 new local streets.

The Applicant is registering the first phase of this subdivision, which consists of two (2) multi-family, medium density blocks, served by two new local roads, and one future road.

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.

Prepared by:	Nancy Pasato, MCIP, RPP Senior Planner, Development Services
Recommended by:	Paul Yeoman, RPP, PLE Director, Development Services
Submitted by:	George Kotsifas, P.ENG Managing Director, Development and Compliance Services and Chief Building Official
Note: The opinions contained herein are offered by a person or persons qualified to provide expert opinion. Further detail with respect to qualifications can be obtained from Development Services.	

April 8, 2019

CC: Lou Pompilii, Manager, Development Planning
Ismail Abushehada, Manager, Development Engineering
Matt Feldberg, Manager, Development Services (Subdivisions)

Appendix A – Special Provisions

6. SOILS CERTIFICATE

Add the following new Special Provision:

- #1 Prior to the issuance of any Certificate of Conditional Approval, the Owner's Professional Engineer shall certify that any remedial or other works as recommended in the accepted geotechnical report are implemented by the Owner, to the satisfaction of the City, at no cost to the City Engineer.

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 was 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, all 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 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.

#6 The Owner shall decommission any abandoned infrastructure (eg. water irrigation, communication towers, lights, etc.) at no cost to the City, including cutting the water service and capping it at the watermain, all to the specifications and satisfaction of the City.

#7 The Owner shall include in all Agreements of Purchase and Sale or Lease for all Blocks in this Plan, a warning clause advising the purchaser/transferee that these Blocks are not to be developed until the existing services are removed, alternate services are installed, if necessary, to replace any existing private services and any existing easements are quit claimed, to the satisfaction of the City.

#8 The Owner shall decommission any works in any existing easements, as necessary, and the existing easements are to be released, to the satisfaction of the City.

#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 removal of the temporary turning circle on Kennington Way inside this Plan, an amount of \$20,000;
- (ii) For the removal of automatic flushing devices in the future in this Plan, an amount of \$5,000 per automatic flushing device; and

- (iii) For the maintenance and decommissioning of temporary erosion and sediment control and stormwater works, an amount of \$10,000.
- #10 Prior to the issuance of a Certificate of Conditional Approval, the Owner shall provide the City with a blanket easement over lands external to this Plan until such time as external lands develop or as otherwise directed by the City.

25.2 CLAIMS

Remove Subsection 25.2 in its entirety as there are no claims and replace with:

There are no eligible claims for works by the Owner paid for from a Development Charges Reserve Fund or Capital Works Budget included in this Agreement.

25.6 EROSION AND SEDIMENT CONTROL

Add the following new Special Provisions:

- #11 All temporary erosion and sediment control measures, including sediment basins, installed in conjunction with this Plan shall be decommissioned and/or removed when warranted or upon placement of Granular 'B' as per accepted engineering drawings, all to the satisfaction of the City Engineer and at no cost to the City.

25.7 GRADING REQUIREMENTS

Add the following new Special Provisions:

- #12 The Owner shall grade the portions of Blocks 1 and 2, which have a common property line with Exeter Road, to blend with the ultimate profile of Exeter Road, in accordance with the City Standard "Subdivision Grading Along Arterial Roads" and at no cost to the City.
- #13 The Owner shall include in all Agreements of Purchase and Sale and/or Lease for the transfer of Block 2, as an overland flow route/outlet channel is located along the easterly limit of Block 2, a covenant by the purchaser or transferee to observe and comply with the following:
- i) The purchaser or transferee shall not alter or adversely affect the said overland flow route/outlet channel on the Block 2 as shown on the accepted engineering drawings for this subdivision unless otherwise approved by the City; and
 - ii) The purchaser or transferee may be required to provide a private easement to the Owner of this Plan of Subdivision at the time of site plan, enter into a joint use and maintenance agreement or an acceptable alternative, for the maintenance of the overland flow route/outlet channel until this overland flow route/outlet channel is decommissioned in the future, all to the satisfaction of the City.

The Owner further acknowledges that no landscaping, vehicular access, parking access, works or other features shall interfere with the above-noted overland flow route, grading or drainage.

- #14 The Owner shall maintain the existing overland flow route/outlet channel at the easterly limit of Block 2 and over the future road block, Block 3, as per the accepted engineering drawings, all to the satisfaction of the City Engineer and at no cost to the City.

- #15 The Owner shall be responsible for the decommissioning and/or removal of the interim overland flow route/outlet channel at the easterly limit of Block 2 and over future road block, Block 3, once the temporary basin # 3 has been decommissioned by the adjacent property owners and the ultimate stormwater management system is constructed and operational, to the satisfaction of the City.
- #16 Prior to the issuance of a Certificate of Conditional Approval, the Owner shall remove and relocate any existing earth stockpile within this Plan, all to the satisfaction of the City and at no cost to the City.
- #17 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 west to regrade the northerly portion of this Plan abutting Kennington Way, in conjunction with grading and servicing of this subdivision, to the specifications of the City, at no cost to the City.

25.8 STORM WATER MANAGEMENT

Add the following new Special Provisions:

- #18 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.
- #19 The Owner shall implement SWM Best Management Practices (BMP's) within this 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.
- #20 The Owner shall decommission all existing temporary stormwater management and conveyance systems once the ultimate system(s) have been constructed and operational, to the satisfaction of the City.
- #21 Prior to the issuance of any Certificate of Conditional Approval for Blocks 1 and 2 in this Plan, the Owner must have Site Plan Approval and all servicing on the adjacent roads must be constructed and operational, in accordance with the accepted engineering drawings and to the satisfaction of the City.
- #22 The Owner shall decommission all existing temporary site alteration stormwater works constructed within this Plan of Subdivision that are no longer required, prior to the permanent work being constructed, as per the accepted engineering drawings. The Owner is responsible for all costs related to the decommissioning and any redirection of sewers and overland flow routes.

25.9 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 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 975mm diameter storm sewer on Exeter Road.

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

- (k) The Owner shall construct the sanitary sewers to service the Blocks in this Plan and connect them to the City's existing sanitary sewage system being the 450 mm diameter sanitary sewer on Exeter Road

Add the following new Special Provisions:

- #23 The Owner shall connect the existing hickenbottom outlet and associated works from Temporary Sediment Basin 3 to the proposed storm sewers on Kennington Way once these sewers are constructed and operational as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
- #24 The Owner shall repair or replace any existing field tiles that are disturbed or destroyed during construction to ensure the existing drainage is maintained unless otherwise specified, to the satisfaction of the City.
- #25 Where street townhouses are planned for any Blocks in this Plan, the Owner shall make provisions for the installation of separate sanitary private drain connections connecting to municipal sanitary sewers and water services connecting to municipal watermains for each individual street townhouse unit, and for adequate storm private drain connections connecting to municipal storm sewers for the townhouse site, all in accordance with applicable City standards or to the satisfaction of the City Engineer.
- #26 The Owner shall install servicing on streets in this Plan fronting proposed street townhouse blocks after site plan approval has been obtained for the proposed blocks by the City, all to the satisfaction of the City, at no cost to the City.
- #27 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make adjustments to the existing works and services on Exeter Road, 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.
- #28 The Owner shall protect the existing headwall and associated works within the Exeter Road right-of-way in this Plan, as per the accepted engineering drawings, to the satisfaction of the City.

25.10 WATER SERVICING

Remove Subsection 25.9 (d):

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

- (f) 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:
 - iii) 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;
 - iv) 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;

- v) payment for maintenance costs for these devices incurred by the City on an ongoing basis until removal/assumption;
- vi) all works and the costs of removing the devices when no longer required; and
- vii) ensuring the automatic flushing devices are connected to an approved outlet.

Add the following new Special Provisions:

#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 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 600 mm diameter watermain on Exeter Road;
- ii) if the subject Plan develops in advance of the subdivision to the west and north of this Plan, the Owner shall make arrangements with the affected property owner(s) for the construction of any portions of watermain situated on private lands outside this Plan and shall provide satisfactory easements, as necessary, all to the specifications of the City;
- iii) 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
- iv) have their consulting engineer prepare a Completion of Works to confirm to the City that the watermain connection to the 600 mm diameter watermain on Exeter Road has been constructed, is operational and is complete.

#30 Future development of Blocks 1 and 2 shall be in keeping with the established fire flows @ 105 l/sec in order to ensure adequate fire protection is available, as per the accepted water servicing study.

#31 The Owner shall not request the removal of any holding provisions for any Blocks in this Plan until the restriction of a looped watermain system has been satisfied, to the satisfaction of the City.

#32 The Owner shall be advised no direct water connections to Exeter Road for Blocks 1 and 2 are to be permitted, to the satisfaction of the City.

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

#34 The Owner shall construct a temporary auto flushing device at the limits of Kennington Way as per the accepted engineering drawings, to the satisfaction of the City Engineer and at no cost to the City.

If the Owner requests the City to assume Kennington Way prior to lands to the west developing, the Owner shall pay to the City at the time of assumption of this subdivision by the City, the amount estimated by the City at the time, to be the cost of removing the automatic flushing device at the west limit of Kennington Way and restoring all lands, all to the specifications of the City. The estimated cost for doing the above-noted work is \$5,000, for which amount sufficient security is to be provided in accordance with **Condition 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.

25.11 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 include in the Agreement of Purchase and Sale and/or Lease for the transfer of each Block, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said 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 Exeter Road or other routes as designated by the City.

Add the following new Special Provisions:

- #35 The Owner shall construct a temporary turning circle at the west limit of Kennington Way, to the satisfaction of the City Engineer and at no cost to the City.

If the Owner requests the City to assume Kennington Way, all as shown on this Plan of Subdivision, prior to its extension to the Kennington Way, 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 turning circle at the west limit of Kennington Way and completing the curb and gutter, asphalt pavement, Granular 'A', Granular 'B', sodding of the boulevard, 1.5metre concrete sidewalks on both sides, and restoring adjacent lands, including the relocation of any driveways, all to the specifications of the City. The estimated cost, including legal fees for releasing easements and/or transferring blocks, and doing the above-noted work on this street is \$20,000 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.

When the lands abutting this Plan of Subdivision develop and the temporary turning circle is removed, the City will quit claim the easements which were used for temporary turning circle purposes which are no longer required at no cost to the City.

- #36 Barricades are to be maintained at west limit of Kennington Way until assumption of this Plan 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.

- #37 Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Kennington Way and Mia Avenue adjacent to the raised intersection locations that indicate Future Raised Intersection Locations 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 the raised intersections at the intersection of Kennington Way and Mia Avenue, including permanent signage and pavement marking in a location, to the satisfaction of the City Engineer.
- #39 The Owner shall make minor boulevard improvements on Exeter 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 is advised that this Plan of Subdivision will be limited to 80 units until a second access is constructed to serve this Plan, to the satisfaction of the City.
- #41 The Owner shall remove any existing infrastructure, including but not limited to, hydro poles, lighting, CICBs (Curb Inlet Catch Basins), DICBs (Ditch Inlet Catch basins), curbs, etc. on Exeter Road and within this Plan and relocate/restore/construct associated works as per the accepted engineering drawings, to the specifications and satisfaction of the City.
- #42 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a median on Exeter Road at Mia Avenue to ensure access to Mia Avenue is rights-in/rights-out only as per the accepted engineering drawings, to the specifications and satisfaction of the City Engineer.
- #43 The Owner shall construct Mia Avenue to secondary collector road standards, to the satisfaction of the City Engineer.
- #44 The Owner shall install enhanced landscape boulevards on Mia Avenue at Exeter Road on a right-of-way width of 22.5 metres with a minimum road pavement width of 9.5 metres (excluding gutters) for a distance of 45 metres tapered back over a distance of 30 metres to the standard secondary collector right-of-way width of 21.5 metres with a minimum road pavement width of 9.5 metres (excluding gutters), to the satisfaction of the City.
- #45 The Owner shall convey Future Development Block 3 to the City for future use as needed, at no cost to the City. Should the adjacent lands develop for residential use and Future Development Block 3 is required for a private access, Block 3 shall be sold at market value, as determined by the City acting reasonably to the owners of the adjacent lands for access purposes, and the City shall pay the net proceeds of that sale (minus any City costs) to the Owner of this Plan within 30 days of such sale. If this Block is not needed upon development of the lands to the east for a road or a private access, the City agrees that the Block will be returned to the Owner for a nominal fee for use as a building lot.

- #46 The Owner shall include in the Agreements of Purchase and Sale for Block 2 of this Plan a warning clause advising the purchaser/transferee that Block 3 may become a future right-of-way should lands to the east develop.
- #47 Prior to assumption or as directed by the City, the Owner shall construct the following traffic calming measures, in accordance with the accepted engineering drawings, to the satisfaction of the City, as follows:
- Parking bay on the west side of Mia Avenue
- #48 The Owner shall install barricades at the north limits of proposed street stubs and provide necessary easements, as identified on the accepted engineering drawings, to the satisfaction of the City.
- #49 Should the street stubs and associated servicing stubs not be required to the north in future, the Owner shall remove these stubs, to the satisfaction of the City, at no cost to the City.

25.12 PARKS

Add the following new Special Provisions:

- #50 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.
- #51 The Owner shall agree to include a statement in all offers of purchase for Block 1 and in the subdivision agreement to include a suitable warning clause advising future purchasers that there are active industrial operations on going in the area and that nuisances can be expected:

"Purchasers/tenants are advised that due to the proximity of adjacent industrial operations, noise from the industrial facilities may at times be audible."

SCHEDULE “C”

This is Schedule “C” to the Subdivision Agreement dated this _____ day of _____, 2019, between The Corporation of the City of London and Zedcor Inc. to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Mia Avenue shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 21.5 metres.
- Kennington Way shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
- Mia Avenue, from Exeter Road to 45 metres north of Exeter Road shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 22.5 metres, as per the accepted engineering drawings.

Sidewalks

A 1.5 metre (5 foot) sidewalk shall be constructed on both sides of Mia Avenue and Kennington Way.

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 Zedcor 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 4, 5, 6, 7, 8, 9 and 10
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	Parkland is covered through 39T-15501 Phase 1A (Sifton Properties Limited)
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL

LANDS TO BE SET ASIDE FOR SCHOOL SITE: NIL

LANDS TO BE HELD IN TRUST BY THE CITY:

Future Development Block – Road/Access:	Block 3
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SCHEDULE “E”

This is Schedule “E” to the Subdivision Agreement dated this _____ day of _____, 2019, between The Corporation of the City of London and Zedcor 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:	\$ 207,481
BALANCE PORTION:	<u>\$1,175,728</u>
TOTAL SECURITY REQUIRED	\$1,383,209

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 Zedcor 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 per the accepted engineering drawings, as follows:
 - (i) Blanket easement over external lands to the north owned by Zedcor Inc.
- (b) At the time this Plan is registered, the Owner shall register all appropriate easements for all proposed municipal storm and sanitary works required in this Plan, to service external lands, all to the satisfaction of the City Engineer, at no cost to the City.

Appendix B – Related Estimated Costs and Revenues

Related Estimated Costs and Revenues

Estimated DC Funded Servicing Costs ^{Note 1}	Estimated Cost ^{Note 3} (excludes HST)
Claims for developer led construction from CSRF - None.	\$0
City led construction from CSRF ^{Note 4} - Pincombe Drain SWMF 3 (DC14-MS00029)	\$2,448,034
TOTAL	\$2,448,034
Estimated Total DC Revenues ^{Note 2} (2019 Rates)	Estimated Revenue ^{Note 3}
CSRF	\$1,890,025
UWRF	\$171,079
TOTAL	\$2,061,104

- 1 Estimated Costs are based on approximations provided by the applicant and include engineering, construction and contingency costs excluding 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 SWMF will be constructed as per the timing identified in the GMIS. A future source of financing will commit the funds for these City led works.

Reviewed by:

Date

Matt Feldberg
Manager, Development Services
(Subdivisions)

Reviewed by:

Date

Paul Yeoman
Director, Development Finance