

Report to Planning and Environment Committee

To: Chair and Members
Planning & Environment Committee
From: George Kotsifas, P. Eng
Managing Director, Development & Compliance Services and
Chief Building Official
Subject: Application By: Sifton Properties Limited
146 Exeter Road
Richardson Subdivision Phase 1A - 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 Sifton Properties Limited for the subdivision of land over Part of Lots 34 and 35, 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 Sifton Properties Limited for the Richardson Subdivision, Phase 1A (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 financing for this project **BE APPROVED** as set out in the Source of Financing Report attached as Appendix “C”; and
- (d) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfil its conditions.

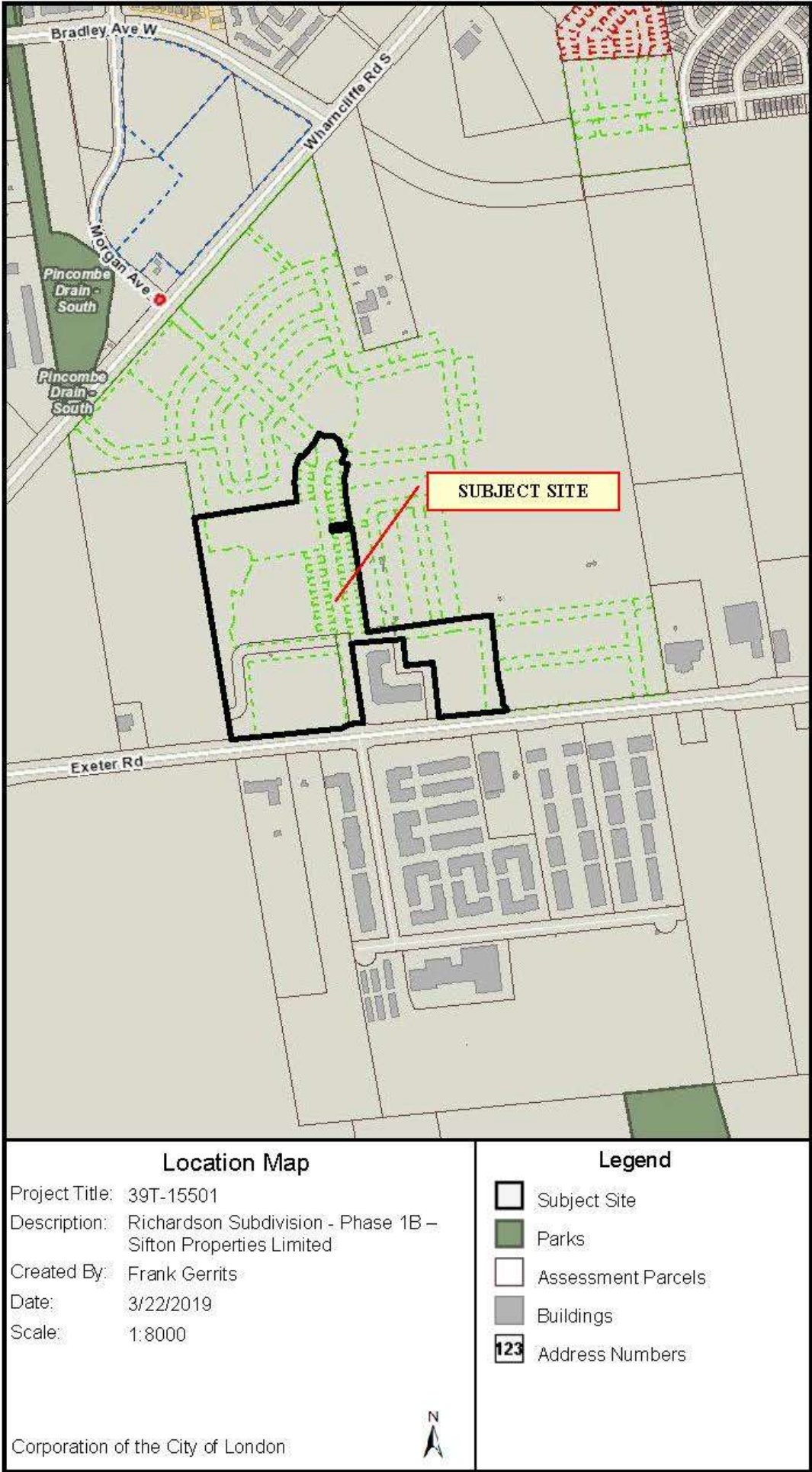
Analysis

1.0 Site at a Glance

1.1 Property Description

The subject site consists of a portion (12.078 ha (19.8 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 this 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



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 second phase of this subdivision, which consists of forty-two (42) single family residential lots, two 2 park blocks, two (2) multi-family, medium density blocks, served by one (1) new secondary road and one (1) new local 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:	<div>Nancy Pasato, MCIP, RPP Senior Planner, Development Services</div>
Recommended by:	<div>Paul Yeoman, RPP, PLE Director, Development Services</div>
Submitted by:	<div>George Kotsifas, P.ENG Managing Director, Development and Compliance Services and Chief Building Official</div>
<div>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.</div>	

April 8, 2019

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

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 include in all Agreements of Purchase and Sale and/or Lease for the transfer of Lots 19, 20, 22, 23, 26, 27, 30, 31, 34, 35, 38 and 39 in this Plan, 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.

6. SOILS CERTIFICATE

Add the following new Special Provision:

- #2 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:

- #3 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 in accordance with City Standard No. SR-7.0.~~

Add the following new Special Provisions:

#4 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.

#5 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.

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

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

#7 The Owner shall 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.

#8 The Owner shall include in all Agreements of Purchase and Sale and/or Lease of 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.

#9 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.

#10 Prior to assumption of this Plan 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 automatic flushing devices in the future in this Plan, an amount of \$5,000 per automatic flushing device for a total amount of \$10,000; and
- (ii) For the maintenance and decommissioning of temporary erosion and sediment control and stormwater works, an amount of \$20,000.

#11 Prior to the issuance of any 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.

- #12 Should any roads, boulevards, curb and sidewalks be disturbed during the installation of any services in this Plan, the Owner shall restore these services to match existing conditions, to the satisfaction of the City, at no cost to the City.
- #13 In conjunction with the Design Studies submission, the Owner shall submit for approval an onstreet parking plan to the satisfaction of the City. An approved parking plan is required for each registered phase of development and will form part of the subdivision agreement for the registered plan.
- #14 The Owner shall include a statement in any Agreements of Purchase and Sale or Lease for Lots 9 to 29, both inclusive and for Blocks 46 and 47 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."

- #15 The Owner shall include a statement in any Agreements of Purchase and Sale or Lease for Lots 1, 6, 7, 18, 19, 33, 34, and 42 the requirement that the homes to be designed and constructed on all corner lots in this plan (including lots with side frontages to parks and/or open spaces), are to have design features, such as but not limited to porches, windows or other architectural elements that provide for a street oriented design and limited chain link or decorative fencing along no more than 50% of the exterior sideyard abutting the exterior sideyard road/park/open space frontage.

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 sanitary sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$18,270.50;
- (ii) for the construction of eligible storm sewers in conjunction with the Plan, subsidized at an estimated cost of which is \$177,734.60;
- (iii) for the construction of pavement widening on Middleton Avenue at Exeter Road consistent with the City's standard practice of paying claims where a secondary collector is widened at a primary collector or an arterial road, the estimated cost of which is \$9,068.93 as per the accepted work plan. 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;
- (iv) for the engineering costs for the pavement widening on Middleton Avenue, the estimated cost of which is \$1,360.34, 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 EROSION AND SEDIMENT CONTROL

Add the following new Special Provisions:

- #16 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:

- #17 The Owner shall grade the portions of Blocks 45 (Block 172 on accepted engineering drawings), 46 (Block 173 on accepted engineering drawings) and 47 (Block 174 on accepted engineering drawings) and 146 and 150 Exeter Road inclusive, 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.

- #18 The Owner shall include in any Agreement of Purchase and Sale and/or Lease for Lots 6, 19 to 30 both inclusive, Lots 34, 35, 36 and 37, in this Plan, as an overland flow route is located at the rear of these Lots, 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 on the said Lots as shown on the accepted engineering drawings for this subdivision unless otherwise approved by 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.

- #19 The Owner shall maintain the existing overland flow routes at the rear of Lots 6, 19 to 30, both inclusive, Lots 34, 35, 36 and 37 as per the accepted engineering drawings, to the satisfaction of the City Engineer.

- #20 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.

- #21 The Owner shall construct all proposed servicing and works (eg. swales, asphalt, etc.) on 146 and 150 Exeter Road as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.

- #22 Prior to the issuance of any Certificate of Conditional Approval in this Plan, the Owner shall construct the proposed retaining wall 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.

- #23 Prior to assumption, the Owner's Professional Engineer shall certify to the City, the retaining walls on Block 43 is in a state of good repair and functioning as intended, all to the satisfaction of the City and at no cost to the City.

25.8 STORM WATER MANAGEMENT

Add the following new Special Provisions:

- #24 The Owner shall develop this Plan in accordance with the Design and Construction of Stormwater Management Facilities, Policies and processes identified in Appendix 'B-1' and 'B-2' Stormwater Management Facility "Just in Time" Design and Construction Process adopted by Council on July 30, 2013 as part of the Development Charges Policy Review: Major Policies Covering Report.

- #25 The Owner agrees that no physical connection(s) from the internal subdivision storm sewer servicing for this phase shall be permitted to the Pincombe Drain SWM Facility # 3, to be built by the City, until the SWM Facility is deemed functional and operational and the internal subdivision storm sewer servicing and all associated works have been inspected, cleared and are deemed functional and operational, all to the satisfaction of the City.
- #26 The Owner acknowledges that the City, in accordance with the City's current Growth Management Implementation Strategy (GMIS) with the City's proposed construction of the Pincombe Drain SWM Facility #3. The Owner shall co-operate with the City to complete the project, including providing access to their lands and easements as necessary.
- #27 In the event 150 Exeter Road will be served by a new storm outlet to Pincombe Drain SWM Facility #3, the Owner shall maintain the existing storm outlet for 150 Exeter Road until storm servicing is available to service this property and is constructed and operational, to the satisfaction of the City Engineer, at no cost to the City. Once 150 Exeter Road has been provided storm servicing, the Owner shall decommission the existing storm system.
- #28 The Owner shall grade the boundaries of the Lots and Blocks in this Plan to blend in with the SWM Facility #3 to the west, as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
- #29 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.
- #30 The Owner shall implement SWM Best Management Practices (BMP's) within this Plan 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.
- #31 The Owner shall decommission all existing temporary stormwater management and conveyance systems once the ultimate systems have been constructed and operational, to the satisfaction of the City.
- #32 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.
- #33 Prior to assumption, the Owner shall operate, monitor and maintain the stormwater works associated with this Plan. The Owner shall ensure that any removal and disposal of sediment is to an approved site in accordance with the Ministry of the Environment and the Ministry of Natural Resources.

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 Lots and Blocks in this Plan, which is located in the Dingman Creek Subwatershed, and connect them to the City's existing storm sewer system being the 975 mm diameter storm sewer on Exeter Road, the 375 mm diameter storm sewer on Kennington Way, the 900 mm diameter storm sewer on Middleton Avenue and the 1800 mm diameter storm sewer on Middleton Avenue.

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 450 mm diameter sanitary sewer on Exeter Road and the 200 mm diameter sanitary sewer on Kennington Way.

Add the following new Special Provisions:

- #34 The Owner shall construct a maintenance access on Block 43 of this Plan, (Block 170 on the accepted engineering drawings), as per the accepted engineering drawings, all to the specifications and the satisfaction of the City.
- #35 The Owner shall connect the existing hickenbottom outlet and associated works from Temporary Sediment Basin 2 to the proposed storm sewers within Park Block 43 of this Plan, (Block 170 on accepted engineering drawings), once these sewers are constructed and operational as per the accepted engineering drawings, to the satisfaction of the City.
- #36 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 and at no cost to the City.
- #37 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make adjustments to the existing works and services on Exeter Road and Kennington Way, 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, al to the satisfaction of the City Engineer, at no cost to the City.
- #38 The Owner shall provide a temporary sanitary holding tank and provide pumping and disposal of wastewater for 150 Exeter Road following decommissioning of the septic system until the ultimate sanitary connection is established, all to the satisfaction of the City, at no cost to the City.
- #39 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct sanitary and storm private drain connections and a sanitary sampling manhole to service 150 Exeter Road as per the accepted engineering drawings, all to the satisfaction of the City and at no cost to the City.
- #40 The Owner shall construct headwalls and associated works on Park Block 43 (Block 170 on the accepted engineering drawings) and Block 45 (Block 172 on accepted engineering drawings), as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
- #41 The Owner shall construct sanitary and storm sewers and any associated works on Park Block 43 (Block 170 on the accepted engineering drawings), as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
- #42 The Owner shall construct a storm sewer and associated appurtenances on external lands between Lots 33 and 34 as per the accepted engineering drawings, to the satisfaction of the City, at no cost to 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:
 - i) to meter and bay 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; and
- iv) all works and the costs of removing the devices when no longer required; and
- v) ensuring the automatic flushing devices are connected to an approved outlet.

Add the following new Special Provisions:

#43 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, the 250 mm diameter watermain on Middleton Avenue and the 250 mm diameter watermain on Kennington Way, as per the accepted engineering drawings;
- ii) if the subject Plan develops in advance of the subdivision to the east of this Plan (Zedcor Inc. – 39T-15501 Phase 1), 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) if the subject Plan develops in advance of the subdivision to the east of this Plan (Zedcor Inc. - 39T-15501 Phase 1), the Owner shall install a temporary automatic flushing device at the dead end watermain on Kennington Way and shall remain in place until the watermain from the subdivision to the east of this Plan has been constructed and connected into the internal system and until there is sufficient occupancy demand to maintain water quality within the Plan of Subdivision without their use.

#44 Future development of Blocks 46 and 47 (Blocks 173 and 174 as per the accepted engineering drawings) 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.

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

#46 The Owner shall be advised no direct water connections to Exeter Road for Blocks 46 and 47 (Blocks 173 and 174 as per the accepted engineering drawings) are to be permitted and shall be serviced off the water distribution system internal to this Plan of Subdivision, to the satisfaction of the City.

#47 The Owner shall construct temporary auto flushing devices at the east limit of Kennington Way and the north limit of Middleton Avenue, as per the accepted engineering drawings, to the satisfaction of the City Engineer and at no cost to the City.

If the Owner request the City to assume Kennington Way and Middleton Avenue 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 east limit of Kennington Way and north limit of Middleton Avenue and restoring all lands, all to the specifications of the City. The estimated cost for doing the above-noted work is \$5,000 per automatic flushing device for a total of \$10,000, 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) prior to the issuance of any Certificate of Conditional Approval in this Plan 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;
 - (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) prior to the issuance of a Certificate of Conditional Approval, 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; and
 - (iv) the Owner shall include in any Agreement of Purchase and Sale and/or Lease for the transfer of each of all Lots and Blocks on **Middleton Avenue, Roy McDonald Drive, Kennington Way and Stewart Avenue** in this Plan, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Lots and Blocks away from the traffic calming measures on the said streets, including traffic calming circles, **raised intersections, raised crosswalks**, 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:

- #48 Barricades are to be maintained at east limit of Kennington Way and east and west limits of Roy McDonald Drive until assumption of this Plan of Subdivision or as otherwise directed by the City. At the time of assumption of this Plan or as otherwise directed by the City, the Owner shall remove the barricades and any temporary turning circles, restore the boulevards and complete the construction of the roadworks within the limits of both temporary turning circles, to the specifications of the City, all at no cost to the City.

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

- #49 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall have temporary signs installed and maintained on Kennington Way and Stewart Avenue adjacent to the raised intersection location that indicate Future Raised Intersection Location as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.
- #50 Prior to assumption or when required by the City Engineer, the Owner shall install the raised intersections at the intersection of Kennington Way and Stewart Avenue, including permanent signage and pavement marking in a location, to the satisfaction of the City Engineer.
- #51 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall have temporary signs installed and maintained on Middleton Avenue adjacent to the raised pedestrian crosswalk location that indicate Future Raised Pedestrian Crosswalk Location

as identified on the accepted engineering drawings, to the satisfaction of the City Engineer, and at no cost to the City.

- #52 Prior to assumption or when required by the City Engineer, the Owner shall install the raised pedestrian crosswalk on Middleton Avenue, as per the accepted engineering drawings, including permanent signage and pavement marking in a location, to the satisfaction of the City Engineer.
- #53 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall have temporary signs installed and maintained on Middleton Avenue and Roy McDonald Drive adjacent to the traffic calming circle that indicate Future Traffic Calming Circle 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 the Traffic calming circle at the intersection of Middleton Avenue and Roy McDonald Drive, including permanent signage and pavement marking in a location, to the satisfaction of the City Engineer.
- #55 Prior to assumption or as directed by the City, the Owner shall construct a parking bay on the west side of Middleton Avenue, in accordance with the accepted engineering drawings, to the satisfaction of the City.
- #56 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.
- #57 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.
- #58 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.
- #59 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a rights-in/rights-out (pork chop median) on Stewart Avenue to ensure access to Stewart Avenue is rights-in/rights-out only as per the accepted engineering drawings, to the specifications and satisfaction of the City Engineer.
- #60 The Owner shall install enhanced landscape boulevards on Middleton Avenue at Exeter Road on a right-of-way width of 28.0 metres with a minimum road pavement width of 11.0 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.
- #61 The Owner shall install enhanced landscape boulevards on Stewart Avenue at Exeter Road on a right-of-way width of 28.0 metres 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, to the satisfaction of the City.
- #62 The Owner shall construct/modify an entrance to 150 Exeter Road from Middleton Avenue and Kennington Way as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
- #63 The Owner shall install pavement markings on Exeter Road as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
- #64 Should a temporary turning circle be constructed on Kennington Way, east of this Plan, the Owner shall remove the temporary turning circle on Kennington Way and adjacent lands, in Plan 39T-15501 to the east of this Plan, and complete the construction of Kennington Way in this location as a fully serviced road, including restoration of adjacent lands, to the specifications of the City.

If funds have been provided to the City by the Owner of Plan 39T-15501 for the removal of the temporary turning circle and the construction of this section of Kennington Way 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 Kennington Way in Plan 39T-15501 is constructed as a fully serviced road by the Owner of Plan 39T-15501, then the Owner shall be relieved of this obligation.

- #65 The Owner shall install barricades at the east limits of the proposed street stub and provide necessary easements, as identified on the accepted engineering drawings, to the satisfaction of the City.

25.12 PARKS

Add the following new Special Provisions:

- #66 The Owner shall construct a multi-use pathway on the west side of Middleton Avenue from Exeter Road to the north limit of Block 44 (Block 171 on accepted engineering drawings) adjacent to Lot 18, as per the accepted engineering drawings, to the satisfaction of the City.
- #67 The Owner shall construct an asphalt pathway and associated works between Lots 33 and 34, external to this Plan, as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
- #68 Within one (1) year of registration of this Plan, the Owner shall construct the park and pathways within Block 43 in accordance with the approved engineering plans, to the satisfaction of the City.
- #69 Within one (1) year of registration of this Plan, the Owner shall prepare and deliver to all homeowners adjacent to a natural heritage area, an education package which explains the stewardship of the natural area, the value of existing tree cover, and the protection and utilization of the grading and drainage patterns on these lots. The educational package shall be prepared to the satisfaction of the City.
- #70 The Owner shall ensure that the recommendations of the approved Tree Preservation Report and implemented. The Owner shall provide written confirmation to the City detailing the manner in which each recommendation has been satisfied.
- #71 Within one (1) year of registration, the Owner shall implement all recommendations from the Environmental Management Plan, the Environmental Impact Study – Revised (May 23, 2018) and approved addendums, as prepared by Stantec Consulting Inc., except for the wetland relocation, channel reconstruction, and monitoring, to the satisfaction of the City. The Owner shall provide written confirmation to the City as to when and how the recommendations were implemented.
- #72 By June 1, 2021, the Owner shall reconstruct the channel, relocate the wetland feature and install all plantings/features, in accordance with the approved engineering drawings and landscape plan, to the satisfaction of the City.
- #73 Once the Owner initiates the reconstruction of the channel and relocation of the wetland, the Owners ecological consultant shall provide monitoring reports to the City, as per the recommendation of the Environmental Impact Study – Revised (May 23, 2018).

SCHEDULE “C”

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

SPECIAL WORKS AND SERVICES

Roadways

- Middleton Avenue, Roy McDonald Drive and Stewart 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.
- Middleton Avenue, from Exeter Road to 45 metres north of Exeter Road shall have a minimum road pavement width (excluding gutters) of 11.0 metres with a minimum road allowance of 28.0 metres. The widened road on Middleton Avenue shall be equally aligned from the centreline of the road and tapered back to the 9.5 metre road pavement width (excluding gutters) and 21.5 metre road allowance for this street, with 30 metre tapers on both street lines.
- Stewart Avenue, from Exeter Road to 45 metres north of Exeter Road shall have a minimum road allowance of 28.0 metres. The widened road on Stewart Avenue shall be equally aligned from the centreline of the road and tapered back to the 21.5 metre road allowance for this street, with 30 metre tapers on both street lines.

Sidewalks

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

- i) Middleton Avenue – from Kennington Way to the north limits of the Plan
- ii) Stewart Avenue
- iii) Kennington Way
- iv) Roy McDonald Drive

A 1.5 metre sidewalk shall be constructed on one side of Middleton Avenue from Kennington Way to Exeter Road on the east boulevard.

Pedestrian Walkways

There are no pedestrian walkways in this Plan of Subdivision.

SCHEDULE “D”

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2019, between The Corporation of the City of London and Sifton Properties Limited to which it is attached and forms a part.

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

LANDS TO BE CONVEYED TO THE CITY OF LONDON:

0.3 metre (one foot) reserves:	Blocks 48 (Block 183), 49, 50 (Block 176), 51 (Block 186) and Block 185 (may be combined with Block 51)
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	Blocks 43 and 45
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL BLOCK 44 TO BE REMOVED FROM CALC PLAN

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

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

Temporary access:	NIL
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SCHEDULE “E”

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

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

CASH PORTION:	\$ 552,073
BALANCE PORTION:	<u>\$3,128,415</u>
TOTAL SECURITY REQUIRED	\$3,680,488

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

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

Multi-Purpose Easements:

- (a) Multi-purpose easements shall be deeded to the City in conjunction with this Plan, over lands external to this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
 - (i) A Blanket easement over external lands owned by Sifton Properties Limited
- (b) 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.

Appendix B – Related Estimated Costs and Revenues

Richardson Lands - Phase 1A

Agreement - Sifton Properties

39T-15501

Related Estimated Costs and Revenues

Estimated DC Funded Servicing Costs ^{Note 1}	Estimated Cost ^{Note 3} (excludes HST)
Claims for developer led construction from CSRF ^{Note 4} <div>- Storm sewer - internal oversizing subsidy (DC14-MS01001)</div> <div>- Sanitary sewer - internal oversizing subsidy (DC14-WW02001)</div> <div>- Internal road widening (DC14-RS00063)</div> <div>- Internal road widening engineering (DC14-RS00063)</div>	<div>\$177,735</div> <div>\$18,271</div> <div>\$9,069</div> <div>\$1,360</div>
City led construction from CSRF ^{Note 5} <div>- Pincombe Drain SWMF 3 (DC14-MS00029)</div>	<div>\$2,448,034</div>
TOTAL	\$2,654,468
Estimated Total DC Revenues ^{Note 2} (2019 Rates)	Estimated Revenue ^{Note 3}
CSRF	\$2,939,180
UWRF	\$265,174
TOTAL	\$3,204,354

- 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 Oversizing costs identified are based on preliminary estimates through the design study phase. The various oversized pipe sizes and lengths will be finalized through the design process and as part of an approved subdivision design.
- 5 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, the estimate referenced is contained in the 2014 Development Charges Background Study.

Reviewed by:

Date

Matt Feldberg
Manager, Development Services (Subdivisions)

Reviewed by:

Date

Paul Yeoman
Director, Development Finance

Appendix C – Source of Financing

RE: Subdivision Special Provisions - Richardson Lands - Phase 1A
Sifton Properties
Capital Budget Project ES5429 - Storm Sewer Internal Oversizing (Subledger 2460913)
Capital Budget Project ES5145 - Sanitary Sewer Internal Oversizing (Subledger 2460923)
Capital Budget Project TS1371 - Road Class Oversizing City Share (Subledger 2460926)

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:

ESTIMATED EXPENDITURES	Approved Budget	Committed To Date	This Submission	Balance for Future Work
ES5429-Storm Sewer Internal Oversizing				
Engineering	\$177,463	\$27,463		\$150,000
Construction	6,892,621	5,742,635	180,864	969,122
	7,070,084	5,770,098	180,864	1,119,122
ES5415 - Sanitary Sewer Internal Oversizing				
Construction	\$535,950	\$171,484	\$18,592	\$345,874
TS1371-Road Class Oversizing City Share				
Engineering	\$57,063	\$17,350	\$1,384	\$38,329
Construction	542,937	119,469	9,229	414,239
	600,000	136,819	10,613	452,568
NET ESTIMATED EXPENDITURES	\$8,206,034	\$6,078,401	\$210,069	1) \$1,917,564

SOURCE OF FINANCING

ES5429 Storm Sewer Internal Oversizing				
Drawdown from Sewage Works Reserve Fund	\$25,300	\$20,648	\$647	\$4,005
Drawdown from City Services - Mjr. SWM Reserve Fund (Development Charges)	2) 7,044,784	5,749,450	180,217	1,115,117
	7,070,084	5,770,098	180,864	1,119,122
ES5415 - Sanitary Sewer Internal Oversizing				
Drawdown from Industrial Oversizing- Sewer R.F.	\$12,200	\$3,904	\$423	\$7,873
Drawdown from City Services - Sewer Reserve Fund (Development Charges)	2) 523,750	167,580	18,169	338,001
	535,950	171,484	18,592	345,874
TS1371-Road Class Oversizing City Share				
Capital Levy	\$4,400	\$1,003	\$78	\$3,319
Drawdown from Industrial Oversizing R.F.	10,400	2,372	184	7,844
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) 585,200	133,444	10,351	441,405
	600,000	136,819	10,613	452,568
TOTAL FINANCING	\$8,206,034	\$6,078,401	\$210,069	\$1,917,564

1) Financial Note	-----Construction-----			Engineering
	ES5429	ES5415	TS1371	TS1371
Contract Price	\$177,735	\$18,271	\$9,069	\$1,360
Add: HST @13%	23,106	2,375	1,179	177
Total Contract Price Including Taxes	200,841	20,646	10,248	1,537
Less: HST Rebate	19,977	2,054	1,019	153
Net Contract Price	<u>\$180,864</u>	<u>\$18,592</u>	<u>\$9,229</u>	<u>\$1,384</u>

Financial Note	Total
Contract Price	\$206,435
Add: HST @13%	26,837
Total Contract Price Including Taxes	233,272
Less: HST Rebate	23,203
Net Contract Price	<u>\$210,069</u>

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