

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
1603 Hamilton Road
Victoria on the River Subdivision Phase 5 - Special Provisions

Meeting on: August 12, 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 Lot 9, Concession 1 and Part of Block 61, Plan 33M-688, situated on the north side of Commissioners Road East, west of Hamilton Road, municipally known as 1603 Hamilton 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 Victoria on the River Subdivision, Phase 5 (39T-09502) attached as Appendix "A", **BE APPROVED**;
- (b) the Applicant **BE ADVISED** that Development Finance has summarized the claims and revenues attached as Appendix "B"; and,
- (c) 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






This request for Special Provisions applies to the remaining lands within Sifton Properties Limited "Victoria on the River" draft plan of subdivision. This subdivision site has a total area of approximately 30 hectares, and is located south of the Thames River, north of Commissioners Road East, and west of Hamilton Road. The application for Draft Plan Approval was originally accepted on July 31, 2009. A revised plan was submitted on September 23, 2010 and the statutory public meeting was held on March 28, 2011. Council adopted the corresponding Official Plan Amendment on April 4, 2011 and it came into effect on May 10, 2011 as there were no appeals. The plan was Draft Approved on January 19, 2012, subject to conditions and red line revisions.

Further revisions to the Draft Plan, including technical amendments required as a result of the final design of the stormwater management pond and outlets, were considered at a public participation meeting on September 10, 2013 and a revised Draft Approval was granted on December 10, 2013 for the plan of subdivision consisting of 152 single family lots as well as several blocks for medium and low density residential development, stormwater management and open space uses, and one commercial block.

Phase 1, being the Stormwater Management Pond, was registered on July 26, 2013. Phase 2, which consisted of 59 single detached residential lots, one multi-family block and several park/open space blocks, was registered as Plan 33M-672 on July 31, 2014. Phase 3 of the subdivision, which consists of 60 single detached residential lots and one park block, was registered as Plan 33M-688 on November 19, 2015.

1.2 Location Map – Victoria on the River – Phase 5

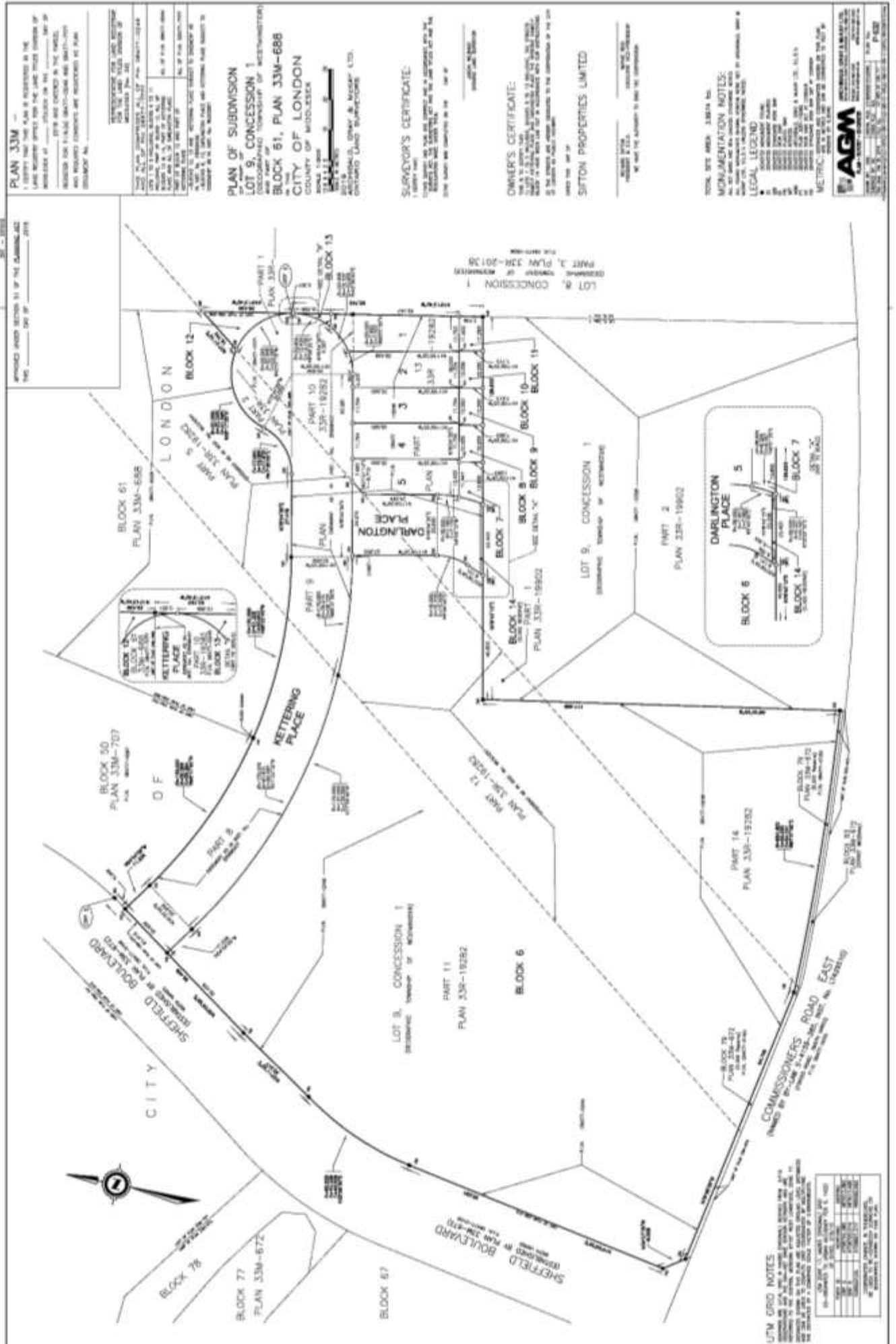


Location Map		Legend	
Subject Property:	1603 Hamilton Rd		Subject Property
Applicant:	SIFTON PROPERTIES LIMITED		Parks
File Number:	39T-09502		Assessment Parcels
Created By:	Larry Mottram		Buildings
Date:	4/1/2019		Address Numbers
Scale:	1:4000		

Corporation of the City of London

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1.3 Victoria on the River – Phase 5 Subdivision Plan



In April of 2016, the Approval Authority granted a further revision to the Draft Plan to divide a multi-family block and create 20 single detached lots. Phase 4, consisting of 48 single family detached lots, 3 multi-family medium density blocks, 1 walkway block and 1 reserve block, was registered as Plan 33M-707 on November 16, 2016.

This next Phase 5 shall be registered in one phase, consisting of 5 single detached lots, 1 commercial/office/mixed-use block and 5 future residential blocks, all served by two new streets being Kettering Place and Darlington Place.

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:	Larry Mottram, 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.	

August 2, 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 geological 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 Subsection 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 walkway blocks.

~~(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 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 make arrangements with the owner of lands to the south to combine Blocks 7 to 11 of this Plan, in conjunction with lands to the south in Plan 39T-19501 to create a developable Lot/Block, all to the satisfaction of the City.

#7 The Owner shall make arrangements with the owner of lands to the east to combine Blocks 12 and 13 of this Plan, in conjunction with lands to the east in Plan 39T-19501 to create a developable Lot/Block, all to the satisfaction of the City.

#8 The Owner shall include in the Agreement of Purchase and Sale or Lease for Blocks 7, 8, 9 10, 11, 12 and 13 of this Plan, a warning clause as follows:

“The purchaser or transferee shall not service Blocks 7, 8, 9 10, 11, 12 and 13, until adjacent lands to the south and east develop in the future, to the satisfaction of the City.”

#9 Prior to the issuance of a Certificate of Conditional Approval for Blocks 7, 8, 9 10, 11, 12 and 13 in this Plan, these blocks shall be combined with adjacent lands to create developable lots and/or blocks, to the satisfaction of the City. The above-noted blocks shall be held out of development until they can be combined with adjacent lands to create developable Lots and/or Blocks.

#10 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct associated works within the hydro corridor as per the accepted engineering drawings, all to the specifications and satisfaction of the City and Hydro One, at no cost to the City.

#11 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) Future removal of automatic flushing devices, an amount of \$5,000 per automatic flushing device, for a total amount of \$10,000 as per the accepted engineering drawings;
- #12 The Owner shall implement all recommendations of the Victoria Ridge Plan of Subdivision Environmental Impact Study dated June 24, 2009 as amended by subsequent addendums, to the satisfaction of the City.
- #13 The Owner shall include in any Agreements of Purchase and Sale or Lease, for Lot 5 and Blocks 6 and 12 of this Plan and any other Lot or Block located within and/or adjacent to the hydro easement, the following Hydro One Networks Inc. (HONI) warning clause(s):

“Each unit purchaser and/or lessee specifically acknowledges and agrees that the development of the Lands upon which this Development is being (or has been) constructed, will be (or has been) undertaken and completed in accordance with any requirements that may be imposed from time to time by any Governmental Authorities, and that the proximity of this Development to facilities, installations and/or equipment owned and/or operated by HONI may result in noise, vibration, electro-magnetic interference and stray current transmissions (hereinafter collectively referred to as the “Interferences”) to this Development, and despite the inclusion of control features within this Development, Interferences from the aforementioned sources may, occasionally interfere with some activities of the occupants in this Development. Notwithstanding the above, each unit purchaser and/or lessee agrees to indemnify and save HONI harmless from and against all claims, losses, judgments or actions arising or resulting from any and all of the Interferences. In addition, it is expressly acknowledged and agreed that HONI does not, and will not, accept any responsibility or liability for any of the Interferences in respect of this Development and/or its occupants. Furthermore, there may be alterations and/or expansions by HONI to its facilities and/or transformer station which may temporarily affect the living environment of the residents notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the Development. HONI will not be responsible for any complaints or claims of any kind howsoever arising from use, expansion and/or alterations of such facilities and/or operations on, over or under its transformer station. Furthermore, each unit purchaser and/or lessee acknowledges and agrees that an electro-magnetic, stray current and noise-warning/vibration clause similar to the foregoing shall be inserted into any succeeding or subsequent sales agreement, lease or sublease, and that this requirement shall be binding not only on the Purchaser hereunder but also upon the Purchaser’s respective heirs, estate trustees, successors and permitted assigns, and shall not cease or terminate on the closing of this purchase and sale transaction with the Vendor/Declarant.”

- #14 The Owner shall install signage to prohibit on-street parking on Kettering Place and Darlington Place within the Hydro One Networks Inc. (HONI) easement corridor, to the satisfaction of and at no cost to the City.

25.2 CLAIMS

Remove Subsection 25.2 in its entirety and replace with the following: (there are no claims in this Plan)

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.

- ~~(a) — Where the Owner undertakes construction of works as a capital cost incurred on behalf of the City and as authorized by the City in accordance with this Agreement, and which are eligible for a claim and the claim is made against a development charge Reserve Fund or the Capital Works Budget, the Owner must conform with the By-law and policies governing the administration thereof as included in the requirement of City of London By-law C.P.-1496-244 Schedule 8 as amended (the “Development Charges By-law”), including but not limited to, requirements for a work plan, tendering of construction works and completeness of claims.~~
- ~~(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 XXXXXXXXXXXXXX, the estimated cost of which is \$;~~
- ~~(ii) — for the construction of eligible sanitary sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$;~~
- ~~(iii) — for the construction of eligible storm sewers in conjunction with the Plan, subsidized at an estimated cost of which is \$;~~
- ~~(iv) — for the construction of eligible watermains in conjunction with this Plan, subsidized at an estimated cost of which is \$;~~
- ~~(v) — for the construction of left turn channelization on at , the estimated cost of which is \$, as per the accepted work plan;~~
- ~~(vi) — for the ultimate design of Road, including channelization, the estimated cost of which is \$, as per the accepted work plan;~~
- ~~(vii) — for the installation of street lights on , from to , the estimated cost of which is \$, as per the accepted work plan;~~
- ~~(viii) — for the installation of traffic signals at the intersection of and , when deemed warranted by the City Engineer, the estimated cost of which is \$, as per the accepted work plan;~~
- ~~(ix) — for the construction of pavement widening on at 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 \$. 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;~~
- ~~(x) — for dedicating to the City Block on this Plan for stormwater management purposes, the estimated cost of which is \$.~~

~~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.~~

- ~~(c) Upon approval of an application for a claim to a development charge Reserve Fund, the City shall pay the approved claim in full to the Owner subject to the limits noted above and in accordance with the Council approved "Source of Financing Report" and the then in force Development Charges By-law and any policies established thereunder.~~
- ~~(d) Where the proposed development calls for the construction of works, and where the Owner is of the opinion that such works are eligible to be funded in whole or in part from development charges as defined in the DC By-law, and further, where such works are not oversized pipe works (sanitary, storm or water the reimbursement of which is provided for in subsidy tables in the DC By-law), then the Owner shall submit through their consulting engineer an engineering work plan for the proposed works satisfactory to the City Engineer (or designate) and City Treasurer (or designate). The Owner acknowledges that:~~
- ~~i) no work subject to a work plan shall be reimbursable until both the City Engineer (or designate) and City Treasurer (or designate) have reviewed and approved the proposed work plan; and~~
 - ~~ii) in light of the funding source and the City's responsibility to administer development charge funds collected, the City retains the right to request proposals for the work from an alternative consulting engineer.~~
- ~~(e) The Owner shall provide full-time supervision by its Professional Engineer for all claimable works to be constructed in accordance with current City policies. Upon completion of these claimable works, a Certificate of Completion of Works is to be supplied to the City, pursuant to the General Provisions and **Schedule 'G'** of this Agreement.~~
- ~~(f) The Owner shall ensure that the City is formally invited to all construction site/progress meetings related to the claimable works associated with this Plan, including but not limited to providing a minimum of two weeks notice of meetings and copies of all agenda and minutes as appropriate, all to the satisfaction of the City.~~
- ~~(g) The Owner shall review and seek approval from the City for any proposed use of construction contingency that relate to claimable works outlined in the work plan prior to authorizing work.~~

25.6 EROSION AND SEDIMENT CONTROL

Add the following new Special Provisions:

- #15 All temporary erosion and sediment control measures, installed on Block 6 in this Plan shall be decommissioned and/or removed when warranted 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:

- #16 The Owner shall grade the portions of Block 6, which have a common property line with Commissioners Road East, to blend with the ultimate profile of Commissioners Road East, in accordance with the City Standard "Subdivision Grading Along Arterial Roads", to the satisfaction of the City Engineer and at no cost to the City.

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

- #17 Prior to the issuance of a Certificate of Conditional Approval, the Owner shall remove and relocate any existing earth stockpile generally located in this Plan, all to the satisfaction of the City and at no cost to the City.
- #18 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall have its professional engineer provide shop drawings, certified by a structural engineer, of the proposed retaining walls, to the satisfaction of the City.
- #19 Prior to the issuance of any Certificate of Conditional Approval for Block 6 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.
- #20 The Owner shall include in the Agreement of Purchase and Sale and/or Lease for the transfer of the Block 6 of this Plan, a covenant by the purchaser or transferee stating that the purchaser or transferee of Block 6 shall be responsible for the maintenance of the retaining walls in the future located on the said Block, all to the satisfaction of the City and at no cost to the City.
- #21 Prior to assumption, the Owner's Professional Engineer shall certify to the City, the retaining walls on Block 6 is in a state of good repair and functioning as intended, all to the satisfaction of the City.
- #22 Prior to the issuance of any Certificate of Conditional Approval, in order to develop this Plan, the Owner shall make arrangements with the adjacent property owner to the south and east to regrade a portion of the property abutting this Plan, 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:

- #23 The Owner shall decommission any temporary sediment basins and associated infrastructure in this Plan when the ultimate storm sewer outlet system(s) are constructed and operational, to the satisfaction of the City, at no cost to the City. When any temporary sediment basins and associated works have been decommissioned, should there be any easements, the City shall release the easements, all at no cost to the City.

The Owner is responsible for all costs related to the decommissioning of any temporary sediment basin(s) work and any redirection of sewers and overland flow routes.
- #24 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.
- #25 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.

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 South Thames Subwatershed, and connect them to the City's existing storm sewer system being the 600 mm diameter storm sewer on Sheffield Boulevard.

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

- (j) The Owner shall construct the sanitary sewers to service the Lots and Blocks in this Plan and connect them to the City's existing sanitary sewage system being the 200 mm diameter sanitary sewer on Sheffield Boulevard.

Add the following new Special Provisions:

- #26 The Owner shall include in the agreement of purchase and sale for the transfer of Block 6, a covenant by the purchaser or transferee stating that the purchaser or transferee of the Block may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.
- #27 The Owner shall remove any temporary Ditch Inlet Catch Basins (DICBS), etc. when no longer required and any existing easements may be quit claimed, all to the satisfaction and specifications of the City Engineer and at no cost to the City.
- #28 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct make adjustments to the existing works and services on Sheffield Boulevard in Plan 33M-672, 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.

25.9 WATER SERVICING

Remove Subsection 25.9 (d) and **replace** with the following:

- (c) Prior to the issuance of any Certificates of Conditional Approval, and in accordance with City standards, or as otherwise required by the City Engineer, as per the accepted engineering drawings, to the satisfaction of the City, 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/high-level municipal system, namely, the existing 250 mm diameter watermain on Sheffield Boulevard;
 - 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
 - ii) Available fire flows and appropriate hydrant rated capacity colour code markers are to be shown on the engineering drawings; the coloured fire

hydrant markers will be installed by the City of London at the time of Conditional Approval.

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 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; and
 - iv) all works and the costs of removing the devices when no longer required.
 - v) Ensure the automatic flushing devices are connected to an approved outlet;

Add the following new Special Provisions:

- #29 Any future development of Block 6 shall be in keeping with the established fire flows in order to ensure adequate fire protection is available established through the subdivision water servicing design study.
- #30 If the Owner requests the City to assume Kettering Place and Darlington Place with the automatic flushing device still in operation, all as shown on this Plan of Subdivision, prior to its extension to the Kettering Place and Darlington Place, 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 automatic flushing device and properly abandoning the discharge pipe from the automatic flushing device to the storm/sanitary sewer system at the east limit of Kettering Place and south limit of Darlington Place and restoring adjacent lands, all to the specifications of the City. The estimated cost for doing the above-noted work on this street is \$5,000 per automatic flushing device for a total amount 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:

- (n) 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 Kettering Place 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 **raised pedestrian crosswalk**, ~~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:

- (o) 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 Commissioners Road East via Sheffield Boulevard.

Remove Subsection 25.11 (r) as there are no walkways in this Plan.

- ~~(r) Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained adjacent to the location of the future walkway that indicates Future Walkway Location, as identified on the accepted engineering drawings, and the Owner shall construct the walkway to a minimum granular base, to the satisfaction of the City Engineer.~~

Add the following new Special Provisions:

- #31 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct access(s) to Hydro One lands/easements as per accepted engineering drawings, all to the specifications and satisfaction of the City and Hydro One.
- #32 Prior to assumption, the Owner shall remove the access to Hydro One lands/easements from Commissioners Road East, all to the specifications and satisfaction of the City and Hydro One.
- #33 Barricades are to be maintained at south limit of Darlington Place until lands to the south develop or as otherwise directed by the City. At the time lands to the south develop 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.

- #34 Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Kettering Place 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.
- #35 Prior to assumption or when required by the City Engineer, the Owner shall install the raised pedestrian crosswalk on Kettering Place, including permanent signage and pavement marking in a location, to the satisfaction of the City Engineer.
- #36 The Owner shall be required to make minor boulevard improvements on Commissioners Road East 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

- #37 Within one (1) year of registration of this Plan or otherwise approved by the City, the Owner shall construct 1.5 metre high chain link fencing without gates in accordance with current City park standards (SPO 4.8) along the property limit interface of all private Lots and Blocks adjacent to existing and/or future Park and Open Space Blocks, to the satisfaction of the City. Any alternative fencing arrangements shall be to the approval and satisfaction of the City.
- #38 The Owner shall not grade into any park or open space area. Where lots abut lands zoned as Open Space, all grading of the developing lots at the interface with the park or open space areas are to match grades to maintain existing slopes, topography and vegetation. In instances where this is not practical or desirable, any grading into the park or open space zones shall be to the satisfaction of the City.
- #39 Within one (1) year of registration of this Plan, the Owner shall prepare and deliver to all homeowners adjacent to Open Space lands, an education package which explains the stewardship of natural areas, the value of existing tree cover, and the protection and utilization of the grading and drainage pattern on these lots. The educational package shall be prepared to the satisfaction of the City.

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

- Kettering Place and Darlington Place shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.

Sidewalks

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

- (i) Kettering Place – south boulevard
- (ii) Darlington Place – west boulevard

Pedestrian Walkways

There are no 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 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:	Block 14 plus additional block at south limit of Kettering Place
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	NIL
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL

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:	\$ 142,899
BALANCE PORTION:	<u>\$ 809,759</u>
TOTAL SECURITY REQUIRED	\$ 952,658

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, within this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
 - (i) A temporary blanket easement on Block 6 until the decommissioning of existing sediment basin and any temporary works and until the parks pathway design is finalized and a permanent municipal easement is provided at site plan approval, to the satisfaction of the City.

Road Easements:

There are no road easements required in conjunction with this Plan.

Appendix B – Related Estimated Costs and Revenues

Victoria on the River, Phase 5 - Sifton Properties Limited
 Subdivision Agreement
 39T-09502

Estimated Costs and Revenues

Estimated DC Funded Servicing ^(Note 1)	Estimated Costs (excludes HST)
Claims for Owner led construction from CSRF - None identified	\$0
Claims for City led construction from CSRF - None identified	\$0
Total	\$0
Estimated Total DC Revenues ^(Note 2) (August 4, 2019 to December 31, 2019 Rates)	Estimated Revenue
CSRF Total	\$4,536,120

- 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.

Reviewed by:

 Date

 Matt Feldberg
 Manager, Development Services
 (Subdivisions)

 Date

 Paul Yeoman
 Director, Development Finance