

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 & 184 Exeter Road
Richardson Subdivision Phase 2 - Special Provisions
Meeting on: March 9, 2020

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 & 184 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 2 (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 fulfill its conditions.

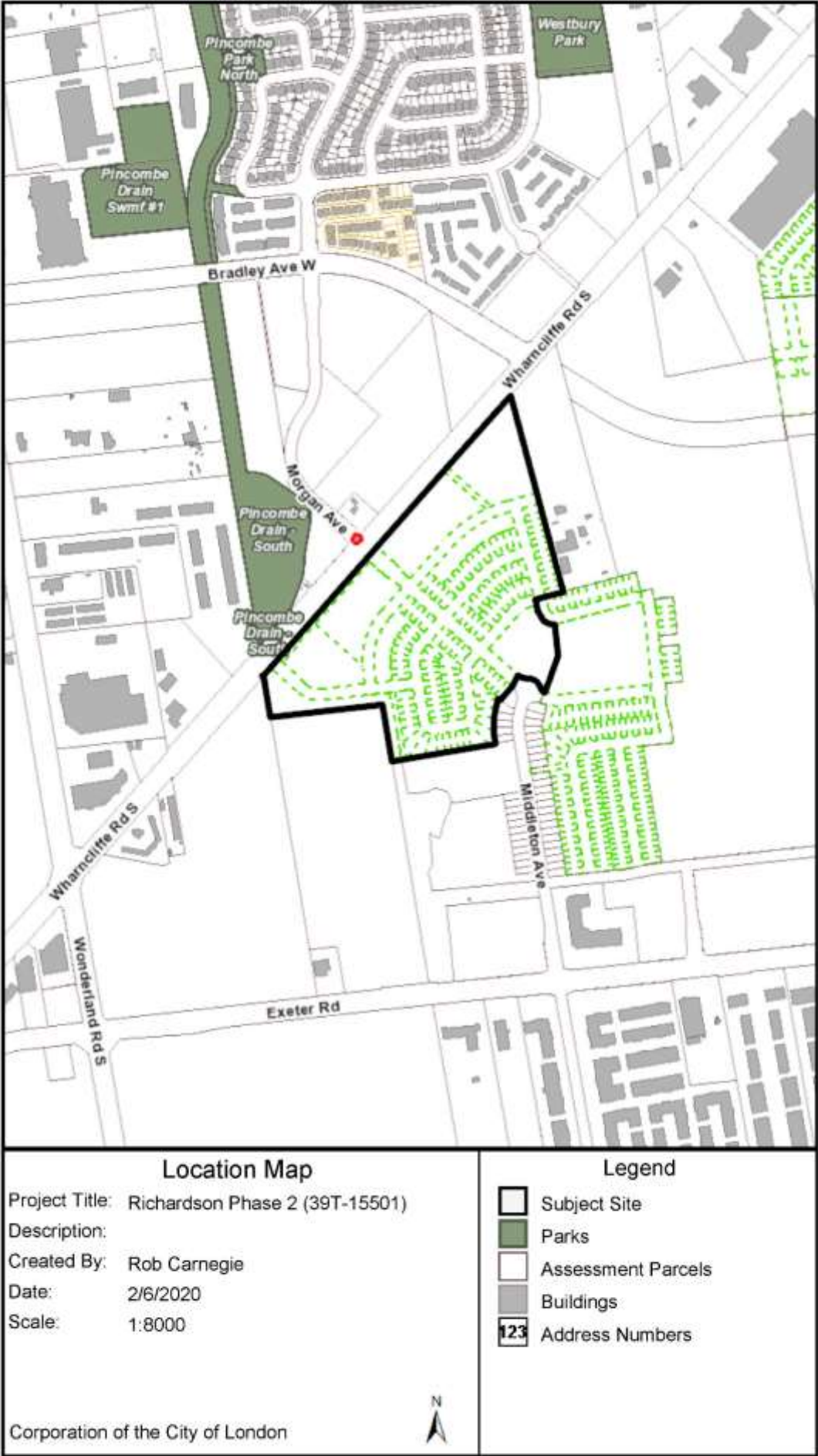
Analysis

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 2 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 has registered two phases of the subdivision. Phase 1 consisted of two (2) medium density multi-family blocks, one future street block, and 6 reserve (0.3 m, 1 ft.) blocks, all served by two new local streets, Mia Avenue and Kennington Way. It was registered on July 12, 2019 as 33M-765. Phase 1A consisted of forty two (42) single family lots, one (1) medium density blocks, two (2) open space blocks, four (4) 0.3 metre reserves, all served by two (2) new streets, namely Middleton Avenue and Kennington Way. It was registered on October 9, 2019 as 33M-769.

The Applicant is registering the third phase of this subdivision (known as Phase 2), which consists of one hundred twenty-three (123) single detached lots, four (4) multi-family blocks, two (2) street townhouse blocks, one (1) open space block, four (4) pathway blocks, one (1) park block, and eight (8) one foot reserve blocks, all served by one (1) new secondary collector/neighbourhood connector road (Middleton Avenue), and six (6) new local/neighbourhood streets (Southbridge Drive, Southbridge Avenue, Somerston Crescent, Lynds Street, Knott Drive, Earlston Crossing).

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

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

Prepared by:	Nancy Pasato, MCIP, RPP Senior Planner, Development Services
Recommended by:	Paul Yeoman, RPP, PLE Director, Development Services
Submitted by:	George Kotsifas, P.ENG Managing Director, Development and Compliance Services and Chief Building Official

Note: The opinions contained herein are offered by a person or persons qualified to provide expert opinion. Further detail with respect to qualifications can be obtained from Development Services.

February 28, 2020

CC: Lou Pompilii, Manager, Development Planning
Ted Koza, Development Engineering
Matt Feldberg, Manager, Development Services (Subdivisions)
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Appendix A – Special Provisions

5. STANDARD OF WORK

Add the following Special Provisions:

The Owner shall provide minimum side yard setbacks as specified by the City for buildings which are adjacent to rear yard catch basin leads which are not covered by an easement on Lots in this Plan.

The Owner shall register against the title of Lots which incorporate rear yard catchbasins, which includes Lots 1, 5, 8, 9, 14, 29, 30, 31, 32, 34, 38, 39, 61, 84, 85, 88, 89, 90, 94, 111, 112, 117, 118, 119, inclusive, in this Plan and all other affected Lots shown on the accepted plans and drawings, and shall include this information in the Agreement of Purchase and Sale or Lease for the transfer of each of the affected Lots, a covenant by the purchaser or transferee to observe and comply with the minimum building setbacks and associated underside of footing (U.S.F.) elevations, by not constructing any structure within the setback areas, and not disturbing the catchbasin and catchbasin lead located in the setback areas. This protects these catchbasins and catchbasin leads from damage or adverse effects during and after construction. The minimum building setbacks from these works and associated underside of footing (U.S.F.) elevations have been established as indicated on the subdivision lot grading plan, attached hereto as **Schedule “I”** and on the servicing drawings accepted by the City Engineer.

The Owner shall register against the title of Lots which incorporate **storm and sanitary sewer**, which includes Lots 27 and 28 in this Plan and all other affected Lots shown on the accepted plans and drawings, and shall include this information in the Agreement of Purchase and Sale or Lease for the transfer of each of the affected Lots, a covenant by the purchaser or transferee to observe and comply with the minimum building setbacks and associated underside of footing (U.S.F.) elevations, by not constructing any structure within the setback areas, and not disturbing the **storm, or sanitary sewer** lead located in the setback areas. This protects these **sewers** 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.

15. PROPOSED SCHOOL SITES

- **Remove** Subsection 15.3 to 15.8 as there are no School Blocks in this Plan.

~~15.3 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.~~

~~15.4 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.~~

~~15.5 The School Boards may waive the right to purchase by giving notice to the Owner and the City as provided elsewhere in this Agreement.~~

~~15.6 Where all School Boards have waived the right to purchase, the City shall then have the right for a period of two (2) years from the date on which the right to purchase by the School Board has expired or has been was waived as the case~~

~~may be, to purchase the site for municipal purposes and may exercise the right by giving notice to the Owner as provided elsewhere in this Agreement and the transaction of purchase and sale shall be completed no later than sixty (60) days from the date of giving notice.~~

~~15.7 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.~~

~~15.8 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 its obligations under this Agreement.~~

24.1 STANDARD REQUIREMENTS

Add the following new Special Provisions:

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

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

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

Prior to assumption of this subdivision in whole or in part by the City, and as a condition of such assumption, the Owner shall pay to the City Treasurer the following amounts as set out or as calculated by the City, or portions thereof as the City may from time to time determine:

- (i) For the future removal of the automatic flushing devices at the south limit of Knott Drive, east limit of Southbridge Avenue (east leg) and east leg of Somerston Crescent as per the accepted engineering drawings, an amount of \$5,000/automatic flushing device for a total amount of \$15,000;

The Owner shall register on title through the subdivision agreement and include in all Purchase and Sale Agreements for Lots 1, 5, 14, 15, 27, 28, 43, 44, 57, 61, 62, 68, 81, 82, 90, 94, 105, 106, 119, and 123 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 (c) and **replace** with the following:

(c) The Owner may, upon approval of this Agreement and completion of the works, make application to Development Finance for payment of the sum alleged to be owing, and as confirmed by the City Engineer (or designate) and the City Treasurer

(or designate). 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 oversized storm sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$30,096.00, excluding HST, as per the approved Work Plan;
- (ii) for the construction of Low Impact Development infrastructure, in conjunction with this Plan, subsidized at an estimated cost of which is \$19,159.00, excluding HST, as per the approved Work Plan;
- (iii) for the engineering costs related to the construction of channelization on Wharnccliffe Road, the estimated cost of which is \$36,102.00, excluding HST, as per the approved Work Plan;
- (iv) for the construction of channelization on Wharnccliffe Road, the estimated cost of which is \$240,680.00, excluding HST, as per the approved Work Plan;
- (v) for the construction of on-road cycling lanes on Middleton Avenue under the Active Transportation program, the estimated cost of which is \$38,373.50, excluding HST, as per the approved Work Plan;

Any funds spent by the Owner that exceed the approved Work Plan estimates shall be at the sole risk of the Owner pending sufficient capital funding included in the City Budget.

24.6 EROSION AND SEDIMENT CONTROL

Add the following new Special Provisions:

- # 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.
- # Prior to the issuance of any Certificate of Conditional Approval, the temporary Sediment Basin 2 located on Lots 17 to 27 must be decommissioned, all to the satisfaction of the City Engineer and at no cost to the City.

24.7 GRADING REQUIREMENTS

Add the following new Special Provisions:

- # The Owner shall grade the portions of Blocks 125, 126 127, 128, 131 and 141, which have a common property line with Wharnccliffe Road South, to blend with the ultimate profile of Wharnccliffe Road South, in accordance with the City Standard "Subdivision Grading Along Arterial Roads" 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 Wharnccliffe Road South. 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.

- # The Owner shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of Lots 2, 3, 4, 5, 9, 10, 11, 12, 13, 14, 28, 29, 30, 31, 34, 39, 40, 41, 42, 43, 61, 85, 86, 87, 88, 89, 90, 91, 112, 113, 114, 115, 116, 117, 118, 119 and of this Plan, notice that an overland flow route is located at the rear and between the said 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 lot grading and servicing drawings for this subdivision.

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.

- # The Owner shall maintain the existing overland flow route between and at the rear of Lots 2, 3, 4, 5, 9, 10, 11, 12, 13, 14, 28, 29, 30, 31, 34, 39, 40, 41, 42, 43, 61, 85, 86, 87, 88, 89, 90, 91, 112, 113, 114, 115, 116, 117, 118, 119 and as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- # 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.

24.8 STORM WATER MANAGEMENT

Add the following new Special Provisions:

- # The Owner shall address forthwith any deficiencies of the stormwater works associated with this Plan, to the satisfaction of the City Engineer, at no cost to the City.
- # The Owner shall implement SWM Best Management Practices (BMP's) within the plan, where possible, to the satisfaction of the City. The acceptance of these measures by the City will be subject to the presence of adequate geotechnical conditions within this Plan and the approval of the City.
 - # The Owner shall develop the proposed plan of subdivision 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.
- # The Owner agrees that no physical storm sewer connections from the internal subdivision storm servicing shall be allowed to the Pincombe Drain SWM Facility # 3, to be built by the City to serve this Plan, until the connecting storm sewers in this phase have a Certificate of Conditional Approval and the SWM Facility is deemed functional and operational, all to the satisfaction of the City.
- # The Owner acknowledges that the City, in accordance with the City's current Growth Management Implementation Strategy (GMIS), is constructing the Pincombe Drain SWM Facility # 3. The Owner shall co-operate with the City, as necessary, to complete the project, including providing access to their lands and easements as necessary.
- # The Owner shall decommission all unnecessary existing temporary site alteration stormwater works constructed within the Richardson Subdivision limits (all phases), prior to the permanent work being constructed. The Owner is responsible for all costs related to the decommissioning and any redirection of sewers and overland flow routes, to the satisfaction of the City.
- # 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.
- # Prior to the issuance of a Certificate of Conditional Approval all temporary infrastructure including pipes related to the interim SWM strategy and temporary sediment basins are to be removed to the satisfaction of the City.
- # The Owner shall ensure that the third pipe system, as designed and approved as part of Richardson Subdivision Phase 1, Plan 33M-769, is constructed and operational as part of Richardson Subdivision Phase 2. Associated grading and drainage of the rear lots within Richardson Subdivision Phases 2 shall ensure

positive drainage toward the third pipe system via the third pipe inlets on Lots 29, 30, 31, 32, 38, 39, 43 and 61, as per the accepted engineering drawings, all to the satisfaction of the City Engineer, at no cost to the City.

- # 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.
- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall have all low impact development features installed and operational in this Plan to accommodate the storm servicing design in accordance with the accepted servicing drawings and the accepted Stormwater Management Report to the specifications and satisfaction of the City, at no cost to the City.
- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall have its professional engineer submit a monitoring and maintenance strategy to the city for review and acceptance outlining a program for the monitoring and maintenance of the low impact development features in this Plan, all to the satisfaction of the city, at no cost to the City. This strategy is to be in accordance with the “Low Impact Development Stormwater Management Practice Inspection and Maintenance Guide” prepared by Toronto and Regional Conservation Authority.
- # Prior to assumption, the Owner shall complete the following, at no cost to the City, all to the satisfaction of the City:
 - i) Operate, maintain, inspect, monitor and protect the low impact development features, including correcting any deficiencies as soon as they are detected, in accordance with the accepted maintenance and monitoring program;
 - ii) have its consulting professional engineer submit monitoring reports in accordance with the accepted maintenance and monitoring program.
- # Prior to assumption of this Plan, the Owner shall have its professional engineer certify to the City that all low impact development features in this Plan are constructed and operational in accordance with the Ministry of Environment and Climate Change’s Environmental Compliance Approval, the accepted servicing drawings and the Stormwater Management Report, to the satisfaction and at no cost to the City. Where the above cannot be met, the Owner shall correct deficiencies as soon as they are detected or provide alternative measures that comply with the said accepted design requirements to the satisfaction of the City, at no cost to the City.

24.9 SANITARY AND STORM SEWERS

Remove Subsection 24.9 (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 existing 1200 mm diameter storm sewer on Middleton Avenue/Roy McDonald Drive, the existing 1050 mm diameter storm sewer located in Park Block 170 (Phase 1, Plan 33M-769), as per accepted engineering drawings and to the satisfaction of the City.

Remove Subsection 24.9 (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 Roy McDonald Drive/Middleton Avenue, the existing 250 mm diameter sanitary sewer located in Park Block 170 (Phase 1, Plan 33M-769), as per the accepted engineering drawings and to the satisfaction of the City.

Add the following new Special Provisions:

- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct sanitary and storm sewer servicing through Block 133 to service this Plan as per the accepted engineering drawings, to the satisfaction of the City.
- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a storm sewer and any appurtenances on Block 126 in this Plan as per the accepted engineering drawings, to the satisfaction of the City.
- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall confirm the location of the existing sanitary septic system and water well that service 1350/1352 Wharnccliffe Road South. Should any portion of the septic system be located within this Plan, the Owner shall provide a proposal to address the encroachment of these works. Should the existing septic system and infrastructure be decommissioned, the Owner shall also provide a proposal, including timing, regarding the decommissioning of any septic system and infrastructure and construction of any necessary servicing for 1350/1352 Wharnccliffe Road South, all to the satisfaction of the City.
- # Where street townhouses are planned for any Blocks in this Plan, the Owner shall make provisions for the installation of separate sanitary private drain connections connecting to municipal sanitary sewers and water services connecting to municipal watermains for each individual street townhouse unit, and for adequate storm private drain connections connecting to municipal storm sewers for the townhouse site, all in accordance with applicable City standards or to the satisfaction of the City Engineer.
- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall implement the approved servicing for the street townhouse units on streets in this Plan as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- # In the event that servicing is constructed on streets in this Plan fronting the proposed street townhouse blocks prior to site plan approval, the Owner shall relocate any services as necessary, all to the specifications and satisfaction of the City, at no cost to the City.
- # The Owner shall remove any temporary DICBS, (Ditch Inlet Catch Basins), etc. 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.
- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct make adjustments to the existing works and services on Roy McDonald Drive/Middleton Avenue and Wharnccliffe Road South, adjacent to this Plan to accommodate the proposed works and services on this street to accommodate lots/blocks in this Plan (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.
- # 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.

24.10 WATER SERVICING

Remove Subsection 24.10 (e) and **replace** with the following:

- (e) 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 Plan of Subdivision, as per the accepted engineering drawings, to the specifications of the City Engineer:
 - i) construct watermains to serve this Plan and connect them to the existing low-level municipal system, namely, the existing 400 mm diameter watermain on Wharnccliffe Road South and the 250 mm diameter watermain on Roy McDonald Drive/Middleton Avenue;

- ii) construct a watermain valve on the existing 400 mm diameter municipal watermain on Wharncliffe Road South between the two watermain connections to serve this phase of the Plan;
- iii) have their consulting engineer prepare a Certificate of Completion of Works to confirm to the City that the watermain connection(s) to the 400 mm diameter watermain on Wharncliffe Road has been constructed is operational and is complete;
- iv) 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.

Add the following new Special Provisions:

- # The available fire flows for development Blocks within this Plan of Subdivision have been established through the subdivision water servicing design study as follows:
- Block 124 @ 105 l/sec
 - Block 125 @ 105 l/sec
 - Block 127 @ 105 l/sec
 - Block 128 @ 105 l/sec
 - Block 130 @ 105 l/sec
 - Block 141 @ 105 l/sec

Future development of these Blocks shall be in keeping with the established fire flows in order to ensure adequate fire protection is available.

- # If the Owner requests the City to assume Knott Drive, Somerston Crescent (east leg) and Southbridge Avenue (east leg) with the automatic flushing device still in operation, all as shown on this Plan of Subdivision, prior to its extension to the east, 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 Knott Drive 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 \$15,000, for which amount sufficient security is to be provided in accordance with **Condition 24.1 (___)**. 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.

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

24.11 ROADWORKS

Remove Subsection 24.11 (p) and **replace** with the following:

- (p) Where traffic calming measures are required within this Plan:
- (i) The Owner shall erect advisory signs at all street entrances to this Plan for the purpose of informing the public of the traffic calming measures implemented within this Plan prior to the issuance of any Certificate of Conditional Approval in this Plan.
 - ~~(ii) The Owner shall notify the purchasers of all lots abutting the traffic calming circle(s) in this Plan that there may be some restrictions for driveway access due to diverter islands built on the road.~~
 - ~~(iii) Where a traffic calming circle is located, the Owner shall install the traffic calming circle as a traffic control device, including the diverter islands, or provide temporary measures, to the satisfaction of the City prior to the issuance of a Certificate of Conditional Approval for that section of road.~~

- (iv) The Owner shall register against the title of all Lots and Blocks on Middleton Avenue/Earlston Crossing, Southbridge Drive, Southbridge Avenue and Somerston Crescent 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 intersections and speeds cushions, to be installed as traffic control devices, to the satisfaction of the City Engineer.

Remove Subsection 24.11 (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 Wharncliffe Road or other routes as designated by the City.

Add the following new Special Provisions:

- # Barricades are to be maintained at south and east limit of Knott Drive and east limit of Southbridge Avenue 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, restore the boulevards and complete the construction of the roadworks within the limits, 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.

- # Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Middleton Avenue, Somerston Crescent (north leg) and Earlston Crossing 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.

- # Prior to assumption or when required by the City Engineer, the Owner shall install a raised intersection on Middleton Avenue at the intersection of Somerston Crescent (north leg)/Earlston Crossing, including permanent signage and pavement marking in a location, to the satisfaction of the City Engineer.

- # Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Southbridge Drive, Somerston Crescent and Southbridge Avenue adjacent to the speed cushion locations that indicate Future Speed Cushion Locations, as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.

- # Prior to assumption or when required by the City Engineer, the Owner shall install one speed cushion on Southbridge Drive, Somerston Crescent and Southbridge Avenue, including permanent signage and pavement marking in a location, to the satisfaction of the City Engineer.

- # The Owner shall construct a gateway treatment on Middleton Avenue, from Wharncliffe Road South southerly, as per the accepted engineering drawings, to the specifications of the City Engineer, and at no cost to the City.

- # The Owner shall be required to make minor boulevard improvements on Wharncliffe Road South 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.

- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install temporary streetlights at the intersection of Wharncliffe Road and Middleton Avenue and Wharncliffe Road at Southbridge Drive as per the accepted engineering drawings, to the satisfaction of the City Engineer, at no cost to the City.

- # The Owner shall restrict access on Wharncliffe Road South at Southbridge Drive to right-in and right-out only in accordance with the City's Access Management

Guidelines (AMG), as per the accepted engineering drawings, to the satisfaction of the City Engineer.

- # The Owner shall remove any existing infrastructure, including but not limited to, hydro poles, lighting, CICBs, DICBs, curbs, etc. on Wharncliffe Road South and within this Plan and relocate/restore/construct associated works as per the accepted engineering drawings, to the specifications and satisfaction of the City.
- # The Owner shall install enhanced landscape boulevards on Middleton Avenue at Wharncliffe Road South on a right-of-way width of 28.0 metres with a minimum road pavement width of 16.0 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.
- # The Owner shall install enhanced landscape boulevards on Southbridge Drive at Wharncliffe Road South on a right-of-way width of 21.5 metres with a minimum road pavement width of 8.0 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 20.0 metres with a minimum road pavement width of 8.0 metres (excluding gutters), to the satisfaction of the City.
- # The Owner shall align Middleton Avenue opposite Morgan Avenue, (in Plan 33M-661), as per the accepted engineering drawings, to the satisfaction of the City.
- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct left and right turn lanes on Wharncliffe Road at Middleton Avenue and a right turn lane on Wharncliffe Road at Southbridge Drive, as per the accepted engineering drawings, to the satisfaction of the City.
- # Should any roads, boulevards, curbs 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.
- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct bike lanes on Middleton Avenue in accordance with the Complete Streets Design Manual, as per the accepted engineering drawings, to the satisfaction of the City Engineer.

24.13 PARKS

Add the following new Special Provisions:

- # 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.
- # Within one (1) year of registration, the Owner shall deliver to all homeowners adjacent to natural heritage areas 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 pattern, to the satisfaction of the City.
- # Prior to construction, site alteration or installation of services, robust silt fencing/erosion control measures shall be installed and certified with site inspection reports submitted to the Parks and Recreation - Parks Planning and Operations monthly during development activity along the edge of the wetland.
- # The Owner shall construct a multi-use pathway on the south side of Southbridge Drive within the right-of-way and within Block 131 as per the accepted engineering drawings, to the satisfaction of the City.

SCHEDULE “C”

This is Schedule “C” to the Subdivision Agreement dated this _____ day of _____, 2020, 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 shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 21.5 metres.
- Southbridge Drive, Southbridge Avenue, Somerston Crescent, Earlston Crossing, Lynds Street and Knott Drive shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
- Middleton Avenue at Wharnccliffe Road South shall have a right-of-way width of 28.0 metres with a minimum road pavement width of 16.0 metres including median (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.
- Southbridge Drive at Wharnccliffe Road South shall have a right-of-way width of 21.5 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 20.0 metres with a minimum road pavement width of 9.5 metres (excluding gutters), to the satisfaction of the City.

Sidewalks

A 1.5 metre sidewalk shall be constructed on both sides of all streets in this Plan in accordance with the Southwest Area Plan.

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 _____, 2020, 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 135, 136, 137, 138, 139, 140 plus additional at south and east limit of Knott Drive
Road Widening (Dedicated on face of plan):	NIL
Walkways:	Blocks 126 and 133
5% Parkland Dedication:	Blocks 129, 131 and 132
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:

Future Road Block	NIL
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SCHEDULE “E”

This is Schedule “E” to the Subdivision Agreement dated this _____ day of _____, 2020, 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:	\$ 952,239
BALANCE PORTION:	<u>\$5,396,022</u>
TOTAL SECURITY REQUIRED	\$6,348,261

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 _____, 2020, 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:

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

Estimated Costs and Revenues

Estimated DC Claim Costs	Estimated Cost (excludes HST)
Claims for Owner led construction from CSRF	
Storm Sewer Internal Oversizing Subsidy (DC19MS1001)	\$30,096
Low Impact Development (DC19MS1003)	\$19,159
Channelization (DC19RS1001) - Construction Wharnclyffe Road	\$240,680
Channelization (DC19RS1001) - Engineering - Wharnclyffe Road	\$36,102
Active Transportation (DC19RS1007) - 1.5m road widening on Middleton Ave for on-road cycling	\$38,374
Total	\$364,411
Estimated DC Revenues (January 1, 2020 to December 31, 2020 Rates)	Estimated Revenue
CSRF TOTAL	\$7,104,298

- 1 Estimated DC Claim Costs are for Owner led construction projects and do not include City led projects required to accommodate growth.
- 2 Estimated DC Revenues are calculated using current DC rates. The City employs a “citywide” approach to cost recovery for all eligible growth services, therefore the Estimated DC Claim Costs and Revenues in the table above are not directly comparable.
- 3 DC Claim Costs are based on the approved Work Plan cost estimates provided by the Owner for engineering and construction of the claimable works. Final claim payments will be approved based on actual costs incurred by the Owner in conjunction with the terms of the registered Subdivision Agreement, Work Plan and the DC By-law.
- 4 The Oversizing Subsidy costs are based on estimates from the accepted engineering drawings and the current DC By-law. Final claim payments will be approved based on constructed quantities in conjunction with the DC By-law.
- 5 LID Subsidy costs are based on estimates from the accepted engineering drawings and the current DC By-law. Final claim payments will be approved based on constructed quantities in conjunction with the DC By-law.

Reviewed by:

Date

Matt Feldberg
Manager, Development Services (Subdivisions)

Approved by:

Date

Paul Yeoman
Director, Development Finance

Appendix C – Source of Financing

RE: Subdivision Special Provisions - Richardson Subdivision Phase 2
Sifton Properties Limited
Capital Budget Project ES542919 - Storm Sewer Internal Oversizing Subsidy (Subledger 2487672)
Capital Budget Project ES543819 - Low Impact Development (Subledger 2487674)
Capital Budget Project TS165119 - Minor Roadworks-Channelization (Subledger 2487675)
Capital Budget Project TS173919 - Active Transportation (Subledger 2487676)

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:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
<u>ES542919 - Storm Sewer Internal Oversizing Subsidy</u>				
Engineering	\$200,000	\$0		\$200,000
Construction	4,908,970	307,352	30,625	4,570,993
	5,108,970	307,352	30,625	4,770,993
<u>ES543819 - Low Impact Development</u>				
Engineering	\$500,000	\$0		\$500,000
Construction	4,919,532		19,497	4,900,035
	5,419,532	0	19,497	5,400,035
<u>TS165119 - Minor Roadworks - Channelization</u>				
Engineering	\$199,000	\$0	\$36,737	\$162,263
Construction	1,480,740		244,916	1,235,824
	1,679,740	0	281,653	1,398,087
<u>TS173919 - Active Transportation</u>				
Engineering	\$600,000	\$65,896		\$534,104
Construction	4,747,752	720,861	39,050	3,987,841
	5,347,752	786,757	39,050	4,521,945
NET ESTIMATED EXPENDITURES	\$17,555,994	\$1,094,109	\$370,825	1) \$16,091,060

SOURCE OF FINANCING

<u>ES542919 - Storm Sewer Internal Oversizing Subsidy</u>					
Drawdown from City Services - Stormwater Reserve Fund (Development Charges)	2)	\$5,108,970	\$307,352	\$30,625	\$4,770,993
<u>ES543819 - Low Impact Development</u>					
Drawdown from City Services - Stormwater Reserve Fund (Development Charges)	2)	\$5,419,532	\$0	\$19,497	\$5,400,035
<u>TS165119 - Minor Roadworks - Channelization</u>					
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2)	\$1,679,740	\$0	\$281,653	\$1,398,087
<u>TS173919 - Active Transportation</u>					
Capital Levy		\$391,425	\$391,425		\$0
Debenture By-law No. W.-5654-291		2,277,726	1,954	19,525	2,256,247
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2)	2,678,601	393,378	19,525	2,265,698
		5,347,752	786,757	39,050	4,521,945
TOTAL FINANCING		\$17,555,994	\$1,094,109	\$370,825	\$16,091,060

1) **Financial Note (Construction)**

	<u>ES542919</u>	<u>ES543819</u>	<u>TS165119</u>	<u>TS173919</u>
Contract Price	\$30,096	\$19,159	\$240,680	\$38,374
Add: HST @13%	3,912	2,491	31,288	4,989
Total Contract Price Including Taxes	34,008	21,650	271,968	43,363
Less: HST Rebate	3,383	2,153	27,052	4,313
Net Contract Price	<u>\$30,625</u>	<u>\$19,497</u>	<u>\$244,916</u>	<u>\$39,050</u>

Financial Note (Engineering)

	<u>TS165119</u>	<u>Total</u>
Contract Price	\$36,102	\$364,411
Add: HST @13%	4,693	47,373
Total Contract Price Including Taxes	40,795	411,784
Less: HST Rebate	4,058	40,959
Net Contract Price	<u>\$36,737</u>	<u>\$370,825</u>

2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2019.