

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: Drewlo Holdings Inc.
130, 136, 146 & 164 Pond Mills Road
Pond Mills Subdivision - Special Provisions

Meeting on: May 25, 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 Drewlo Holdings Inc. for the subdivision of land over Lot 1, Lot 7 and Lot 8 Registered Plan No. 284(C) and Part of Lot 17 and Lot 18 Broken Front Concession B (Geographic Township of Westminster) and Part of Block 73 Plan 33M-269 in the City of London, County of Middlesex; situated on the east of Pond Mills Road, south of the Thames River, and west of Shelborne Place, municipally known as 130, 136, 146 & 164 Pond Mills Road;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Drewlo Holdings Inc. for the Pond Mills Subdivision (39T-12501) 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.

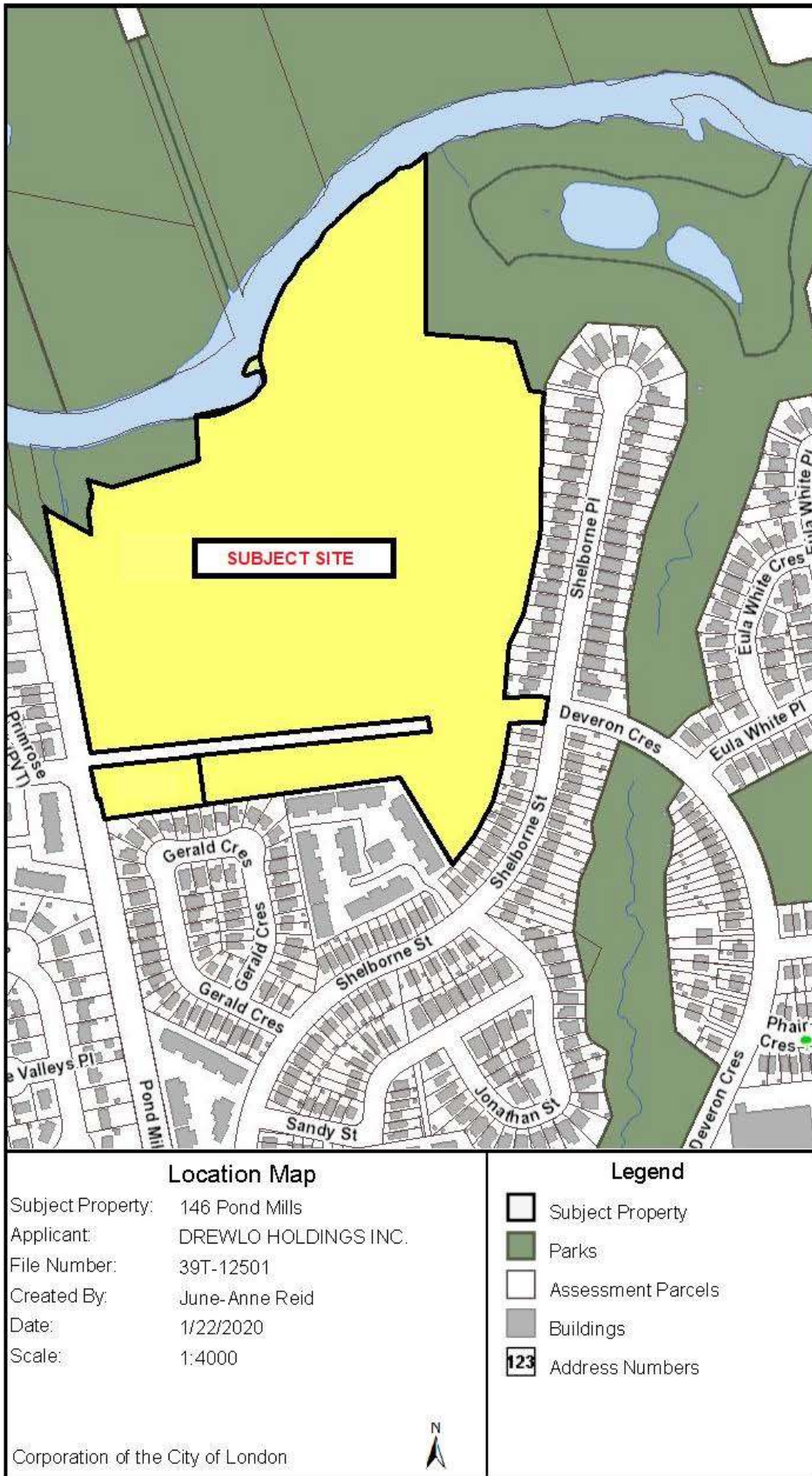
Analysis

1.0 Site at a Glance

1.1 Property Description

The subdivision site comprises an area of approximately 16 hectares (40 acres) of land located east of Pond Mills Road, west of Shelborne Place, and south of the Thames River. These lands are presently accessed from Pond Mills Road opposite Cleveland Avenue via an unopened road allowance formally known as Centre Street. This road allowance extends east from Pond Mills Road across the southerly limits of the site and dead-ends approximately three quarters of the way across. The subdivision will connect Deveron Crescent from Shelborne Street to Pond Mills Road along the unopened road allowance. The central portion of the site is occupied by agricultural tableland which slopes gently down towards a steep embankment overlooking the Thames River valley, and is flanked by wooded ravines on the east and west sides. Previous uses included several residential dwellings with outbuildings, agricultural fields and an abandoned orchard. One of the dwellings, the former Peter White residence, is listed on the City's Register of Cultural Heritage Resources as a property of cultural heritage value and interest. This dwelling has been preserved and is to be retained on its own lot within the subdivision plan (Lot 18). The other dwellings and outbuildings on the site had deteriorated or were damaged by fire and have since been removed. A former stand-alone convenience store on Pond Mills Road at Centre Street was demolished in 2014.

1.2 Location Map - Pond Mills Subdivision



2.0 Description of Proposal

2.1 Development Proposal

The draft plan of subdivision with conditions was approved by the Ontario Municipal Board following a hearing of an appeal by Drewlo Holdings Inc. held in January 2017. The proposed subdivision plan consists of 134 single detached lots (Lots 1 to 134), two (2) multi-family, medium density residential blocks (Blocks 135 and 136), one (1) neighbourhood park block (Block 137), a large (8.08 hectare) open space block (Block 138), and two (2) new local streets (Julie Crescent and Christopher Court). The plan includes the extension of Deveron Crescent, partly aligned on an existing unopened road allowance (formerly known as Centre Street) resulting in the completion of an east/west public street connection between Shelbourne Street on the east and Pond Mills Road on the west. The Owner is registering the subdivision plan as one phase.

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.	

May 15, 2020

CC: Matt Feldberg, Manager, Development Services (Subdivisions)
Lou Pompilli, Manager, Development Planning
Ted Koza, Manager, Development Engineering

GK/PY/LM

Appendix A – Special Provisions

5. STANDARD OF WORK

Add the following new Special Provision:

- #1 The Owner shall include in all Agreements of Purchase and Sale and/or Lease for the transfer of Lots 29 and 30 in this Plan, as shown on the accepted plans and drawings, 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 and sanitary sewers 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.

6. SOILS CERTIFICATE/GEOTECHNICAL

Add the following new Special Provisions:

- #2 Upon completion of construction of the slopes on Deveron Crescent, the Owner shall stabilize all slopes in this Plan, all to the specifications and satisfaction of the City.
- #3 The Owner shall have its Professional Engineer ensure that all geotechnical issues, including erosion, maintenance and structural setbacks related to slope stability associated with the Thames River, existing ravines and Block 138 in this Plan, are adequately addressed for the subject lands, as per the accepted engineering drawings and all to the satisfaction of the City Engineer.

9. INITIAL CONSTRUCTION OF SERVICES AND BUILDING PERMITS

Remove Subsection 9.5 (a) and **replace** with the following:

- 9.5 (a) Provide a copy of the video inspection of all storm and sanitary sewer systems (including the stormwater exfiltration pipes) constructed to serve this Plan in a format acceptable to the City Engineer. The video is to be checked in advance by the Owner's Professional Engineer to identify the deficiencies, with an explanation of how the deficiencies were corrected.

15. PROPOSED SCHOOL SITES

Remove Subsections 15.3 to 15.8 as there are no school blocks in this Plan.

24.1 STANDARD REQUIREMENTS

Add the following new Special Provisions:

- #4 In conjunction with site plan approval for Block 135, the Owner shall undertake a Scoped Environmental Impact Study for this Block, all to the satisfaction of the City. Until a Scoped Environmental Impact Study for Block 135 is completed and accepted by the City, the limit of development shall be the limit as depicted on Schedule 'X'. Alterations to the limit of development for Block 135 shall be to the satisfaction of the City, as determined through the Scoped Environmental Impact Study.
- #5 Prior to site plan approval for Block 135, the Owner shall take such actions as are necessary to ensure that the future owner of Block 135 complies with the limit of development as established by the Scoped Environmental Impact Study and implements the recommendations from the Scoped Environmental Impact Study for Block 135, all to the satisfaction of the City.
- #6 The Owner agrees that no development shall occur in Block 135 outside of the established limit of development, identified on Schedule 'X', except as

determined through completion of the Scoped Environmental Impact Study, to the satisfaction of the City.

- #7 Prior to any construction in this Plan, the Owner shall reconstruct the driveway and provide water, storm and sanitary services to the existing property/house to be retained on Lot 18 in this Plan, as per the accepted engineering drawings, to the satisfaction of the City.
- #8 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.
- #9 Prior to assumption of this subdivision in whole or in part by the City, and as a condition of such assumption, the Owner shall pay to the City Treasurer the following amounts as set out or as calculated by the City, or portions thereof as the City may from time to time determine:
- (i) Removal of automatic flushing devices/blowoffs in future, an amount of \$5,000 each flusher
- #10 The Owner shall include in the Purchase of Sale Agreements and/or Lease for Lots backing onto Block 138 in this Plan that the steep slopes in the Open Space area are not to be disturbed.
- #11 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct and/or make adjustments to the existing works and services on Pond Mills Road, Shelborne Place and Cleveland Avenue, adjacent to this Plan to accommodate the proposed works and services on these streets to accommodate the Lots/Blocks in this Plan (eg. hydro poles, street light poles, etc.) in accordance with the approved design criteria and accepted engineering drawings, all to the satisfaction of the City Engineer, at no cost to the City.
- #12 The Owner shall include in all Agreements of Purchase and Sale, and/or Lease, of Blocks 135 and 136 in this Plan, a warning clause advising the purchaser/transferee that if it is determined by the Ministry of Environment and Conservation and Parks (MOECP) that the water servicing for the Block is a regulated drinking water system, then the Owner or Condominium Corporation may be required to meet the regulations under the Safe Drinking Water Act and the associated regulation O.Reg. 170/03.
- If deemed a regulated system, the City of London may be ordered by the Ministry of the Environment and Conservation and Parks (MOECP) to operate this system in the future. The system may be required to be designed and constructed to City standards.
- #13 Within one (1) year of registration of this Plan, the Owner shall implement all the recommendations of the approved Environmental Impact Study and associated Addendums to the satisfaction of the City. The Owner shall provide written confirmation to the City as to when and how the recommendations were implemented including a monitoring program.

24.2 CLAIMS

Remove Subsection 24.2 (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:

- (a) for the engineering costs for the construction of external road works on Pond Mills Road as per the accepted engineering drawings, the estimated cost of which is \$12,587, excluding HST, as per the accepted work plan;
- (b) for the construction of external road works on Pond Mills Road as per the accepted engineering drawings, the estimated cost of which is \$87,566, excluding HST, as per the accepted work plan; and
- (c) for the construction of Low Impact Development infrastructure, in conjunction with this Plan, subsidized at an estimated cost of which is \$107,085.00, excluding HST.

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.

24.5 HYDROGEOLOGICAL WORKS

Add the following new Special Provisions:

- #14 Prior to construction and during all phases of development, the Owner shall implement and undertake all activities of the groundwater and surface water monitoring plan (hereinafter referred to as the "Monitoring Plan") accepted by the City of London, as prepared by EXP dated January 31, 2020, all to the satisfaction of the City Engineer. Such activities shall be carried out by the Owner's Consultant and shall include but are not necessarily limited to: duration of monitoring, sampling frequency and locations, analytical protocols, documentation procedures, preparation of monitoring reports, establishing water quality and quantity thresholds and implementation of mitigation measures as required.
- #15 Monitoring reports prepared as part of the groundwater monitoring plan shall be provided to the City at the following intervals, to the satisfaction of the City:
 - a) Once (1) – prior to the start of construction activities (baseline information);
 - b) Twice (2) per year – during servicing construction including one (1) event during the horizontal directional drilling (HDD) operations;
 - c) Twice (2) per year – until assumption of the development is granted;
 - d) Once (1) per year – following assumption, until the end of the warranty period.
- #16 In the event of an adverse impact to the identified hydrogeological regime, seepage locations and/or natural heritage features (an "**Adverse Impact**"), which occurs prior to the end of warranty and is as a result of the Owner's failure to comply with the recommendations, reports and engineering design accepted or amended by the City of London for this development, the Owner shall implement contingency measures to the satisfaction of the City Engineer. In the event that contingency measures do not address the Adverse Impact, appropriate remedial measures shall be implemented by the Owner to ensure the intent of the Monitoring Plan is satisfied, which measures shall be to the satisfaction of the City Engineer.

24.6 EROSION AND SEDIMENT CONTROL

Remove Subsection 24.6 in its entirety and **replace** with the following:

- (a) Prior to any work on the site, the Owner shall implement all interim and long term erosion and sediment control measures identified as a component of the Functional Storm/Drainage Servicing Report and shall have these measures established as per the accepted engineering drawings and approved all to the satisfaction of the City Engineer. The erosion and sediment control measures shall be maintained and operated as intended during all phases of construction.
- In the event that the staging of this Plan differs to that as set out in the accepted engineering drawings, the Owner's Professional Engineer shall prepare and submit updated drawings depicting revisions to the erosion and sediment control measures in conformance with City and Ministry of the Environment, Conservation and Parks standards and requirements, for acceptance by the City, all to the satisfaction of the City.
- (b) The Owner shall have its Professional Engineer monitor the erosion and sediment control measures installed in accordance with the above-noted E&SC plan(s) and accepted engineering drawings and submit to the City Engineer monitoring reports with a log of dates when the facilities were inspected, the condition of the facilities at that time, and what remedial/maintenance actions, if any, was needed and taken during the reporting periods. The Owner shall correct any deficiencies of the erosion and sediment control measures forthwith. The monitoring reports are to be available at any time upon request by the City and submitted to the City Engineer by April 1, July 1 and November 1 of each year until all works and services in this Plan are assumed by the City.
- (c) The Owner shall protect the stormwater exfiltration trench systems during construction, through the implementation of the erosion and sediment control plan(s) in accordance with the accepted drawings. The Owner shall undertake regular inspection, maintenance, and E&SC failure response requirements to react to ongoing construction activities, staging and environmental conditions. The Owner acknowledges that the integrity of the stormwater exfiltration trench systems shall be protected during all stages of the subdivision build out. The E&SC plan(s) will be in effect until all works and services in this Plan are assumed by the City, and will include specific lot level controls on areas draining to the stormwater exfiltration trench systems.
- Further to 24.6(b) above the Owner's Professional Engineer shall include the inspection of the stormwater exfiltration trench systems protective measures and confirm the status within the monitoring reports to be provided to the City, to the satisfaction of the City.
- (d) The Owner shall take sufficient precautions, as outlined in the Guidelines on Erosion and Sediment Control for Urban Construction Sites (December 2006) prepared by the Ministry of Natural Resources, or most recent available industry guideline, to prevent erosion resulting from development of this Plan, all to the satisfaction of the City Engineer.
- (e) Prior to the issuance of a Certificate of Conditional Approval for this Plan, the Owner shall have its Professional Engineer certify to the City Engineer in the form as set out in **Schedule 'J'** to this Agreement, that the erosion and sediment control measures required under this Agreement were installed prior to any construction, including but not limited to removal of vegetation, re-grading, etc., commencing on the site, where applicable, all as recommended by the Owner's Professional Engineer and as specified on the drawings accepted by the City for construction.
- Further, the Owner's Professional Engineer's certification must confirm that the required erosion and sediment control measures were maintained and operating as intended, in accordance with the accepted engineering drawings and E&SC plan(s) during all stages of construction as required under this Agreement. All necessary E&SC measures are to remain in place until construction, as required

under this Agreement, has been completed to the specifications of the City. If construction within this Plan is completed in stages, certification from the Owner's Professional Engineer as specified in this above clause must be provided to the City Engineer to cover each individual construction phase.

- (f) The Owner shall construct applicable silt fences or other facilities, such as linear filter socks, as required, during all stages of construction to control overland flows from this subdivision to ensure that mud, silt, construction debris, etc. does not adversely affect abutting properties, all to the specifications of the City.

Add the following new Special Provisions:

- #17 Prior to any works on site, the Owner shall ensure all open space blocks are sufficiently protected from sediment throughout the construction period. A robust sediment barrier and other erosion control measures, as shown on the approved Engineering Drawings, shall be installed and maintained along all identified block limits to the satisfaction of the City. The Owner's consulting engineer shall provide written certification of the barrier installation and bi-weekly detailed site inspection reports to the City during all development activity along the edge of the woodlot and ravines.
- #18 The Owner shall ensure that any removal and disposal of sediment is to an approved site in accordance with the Ministry of Environment and Ministry of Natural Resources.
- #19 Prior to any construction in this Plan, the Owner shall construct and have operational temporary sediment and erosion control works, including temporary sediment basin, diversion swales, rock check dams, etc., in this Plan, as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
- #20 All temporary erosion and sediment control measures, including sediment basins, installed in conjunction with this Plan shall be decommissioned and/or removed prior to assumption, as per accepted engineering drawings, all to the satisfaction of the City Engineer and at no cost to the City.
- #21 The Owner shall construct a temporary sediment basin and associated works and until said works are decommissioned, the Owner shall complete the following to the satisfaction of the City Engineer, and at no cost to the City:
- (a) Operate, monitor and maintain the temporary works;
 - (b) Remove and dispose of any sediment to an approved site.
 - (c) Address forthwith any deficiencies of the temporary works and/or monitoring program.

The Owner is responsible for all costs related to the temporary works including decommissioning and any redirection of sewers and overland flow routes.

- #22 Prior to assumption, the Owner shall decommission the existing temporary sediment basin and all associated works, all to the satisfaction of the City Engineer. The Owner is responsible for all costs related to the decommissioning and redirection of sewers and overland flow routes.

Following the removal of the existing temporary sediment basin and all associated works from the said easement and the appropriate municipal 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.

- #23 The Owner shall hold Lots 26 to 29 both inclusive, out of development until the temporary sediment basin is decommissioned, to the satisfaction of the City.

24.7 GRADING REQUIREMENTS

Add the following new Special Provisions:

- #24 The Owner shall grade the portions of Lots and Blocks in this Plan, which have a common property line with Pond Mills Road, to blend with the ultimate profile of

Pond Mills Road, in accordance with the accepted engineering drawings, to the satisfaction of the City and at no cost to the City.

- #25 The Owner shall include in all Agreements of Purchase and Sale and/or Lease for the transfer of Lots 29 and 30 in this Plan, a covenant by the purchaser or transferee to observe and comply with the following:
- (b) 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.

- #26 The Owner shall maintain the existing overland flow route between Lots 29 and 30 in this Plan, as per the accepted engineering drawings, to the satisfaction of the City Engineer, and at no cost to the City.

24.8 STORM WATER MANAGEMENT

Add the following new Special Provisions:

- #27 The Owner shall restore any disturbed areas in this Plan as a result of construction associated within this Plan to existing or better conditions, to the satisfaction of the City.
- #28 The Owner shall include in all Agreements of Purchase and Sale and/or Lease for Lots 1 to 29, both inclusive and 42 to 65, both inclusive in this Plan, a covenant by the purchaser or transferee to observe and comply with the following:
- “The purchaser and/or transferee shall construct the roof water leaders on the said Lots as shown on the accepted lot grading and engineering drawings for this subdivision.
- #29 The Owner shall include in all Agreements of Purchase and Sale and/or Lease for Lots 1 to 29, both inclusive and 42 to 65, both inclusive, a covenant by the purchaser or transferee to observe and comply with the following:
- “The purchaser and/or transferee shall not alter the roof water leaders on the said Lots as shown on the accepted lot grading and engineering drawings for this subdivision. The maintenance of the roof water leader are the responsibility of the owner of the said Lots.
- #30 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall have the stormwater exfiltration trench systems installed complete with protective devices 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.
- #31 Prior to assumption, the Owner’s Consulting Professional Engineer shall certify and verify the stormwater exfiltration trench systems have been maintained and are functioning as intended in accordance with the accepted engineering drawings, all to the satisfaction of the City.
- #32 Prior to assumption, the Owner and their Consulting Professional Engineer shall demonstrate the stormwater exfiltration trench system was constructed and functions all to the satisfaction of the City. An acceptable verification, monitoring, and testing program shall demonstrate the stormwater exfiltration system functions in accordance with the accepted engineering drawings and SWM report. Documentation of all verification, monitoring, and testing program results shall be provided to the City.

This may include but not be limited to:

- (a) Documentation of visual observations to confirm system functionality.
- (b) Sign off and verification from the Owner’s Consulting Professional Engineer that the system was constructed as designed.

- (c) Exfiltration testing procedure and results. Exfiltration testing shall isolate and verify functionality of each segment of the stormwater exfiltration trench system (i.e. MH to MH) similar to the method described in OPSS 410. This could involve filling the system with water and documenting the change in water level all overtime. Results shall be reviewed in comparison the design exfiltration rate and drawdown time.

Upon review, alternative testing verification and methodologies may be deemed acceptable by the City.

- #33 The City will initiate a monitoring program to verify the stormwater exfiltration trench systems subsurface infrastructure is infiltrating and functioning as designed. The cost of said monitoring program will be borne by the City.
- #34 The Owner agrees that the protective devices on all stormwater exfiltration trench systems in this subdivision shall not be removed and the stormwater exfiltration trench system activated until assumption, all to the satisfaction of the City.
- #35 Prior to assumption, the Owner shall grade and sod all undeveloped Lots in this Plan which are tributary to the stormwater exfiltration trench system, to prevent silt impacts, all to the specifications and satisfaction of the City and at no cost to the City.
- #36 All temporary storm works and servicing installed within this Plan shall be decommissioned and/or removed when warranted, all 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 Thames River Central Area Subwatershed, and connect them to the City's existing storm system in accordance with accepted engineering drawings, to the satisfaction of the City.

Remove Subsection 24.9 (f) as there are no unassumed sewers or SWM Facilities.

Add the following new Special Provisions:

- #37 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall decommission, remove and dispose of the existing septic system and weeping bed on Lot 18 of this Plan, offsite when warranted, to the satisfaction of the geotechnical engineer and the City, at no cost to the City.
- #38 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct sanitary and storm sewers and all necessary appurtenances (eg. headwall, maintenance access, etc.), between Lots 29 and 30 in this Plan and across Block 138 in this Plan, and provide necessary easements, as per the accepted engineering drawings, all to the specifications and satisfaction of the City.
- #39 Prior to the issuance of a Certificate of Conditional Approval, the Owner shall construct a maintenance access (to service the sanitary sewers) over Block 138 in this Plan as per the accepted engineering drawings, to the satisfaction of the City Engineer, at no cost to the City.
- #40 The Owner shall maintain the sanitary and storm sewer and maintenance access (to service the sanitary and storm sewer) over lands in this Plan as required herein until the said sewers and maintenance access are assumed by the City, all to the satisfaction of the City Engineer and at no cost to the City.
- #41 Prior to undertaking work by trenchless methods through Block 138 in this Plan, the Owner shall have its directional drilling contractor complete the following:

- (a) confirm bore and receiving pit geometry and target depths and grades. Prior to construction, all equipment shall be calibrated to the satisfaction of the engineer and the City;
- (b) provide a work plan that includes, but not limited to, a construction dewatering plan, a shoring plan (if required) and have it reviewed by the geotechnical consultant prior to commencing any works in this Plan;
- (c) prepare and submit a detailed work plan, a list of experienced personnel, a drilling fluid management plan and a safety plan for review by the Engineer and the City; and
- (d) provide a written contingency plan for clean up of surface seepage of drilling fluid before undertaking any site works.

24.10 WATER SERVICING

Add the following new Special Provisions:

- #42 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:
- (a) construct watermains to serve this Plan and connect them to the existing municipal system, namely, the existing 300 mm diameter watermain on Deveron Crescent and the existing 300 mm diameter watermain on Pond Mills Road; and
 - (b) 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
- #43 Prior to the issuance of any Certificates of Conditional Approval, the Owner shall reconstruct the existing 300 mm diameter watermain on Deveron Crescent as per the accepted engineering drawings, to the specifications and satisfaction of the City and at no cost to the City.
- #44 The available fire flows for development Blocks within this Plan have been established through the subdivision water servicing design study as follows:
- Block 135 @ 91.49 l/sec
 - Block 136 @ 91.21 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.
- #45 Prior to the decommissioning of the existing 300mm watermain on Deveron Crescent, the Owner shall provide and maintain an adequate water supply to the existing residence on Lot 18 until such time as the ultimate connections on Julie Crescent are available, all to the satisfaction of the City and at no cost to the City.
- The Owner shall provide specific details of the proposed water supply to the City for review and acceptance prior to the disconnection of the existing residence on Lot 18 from existing municipal services.
- #46 If the Owner requests the City to assume Christopher Court, with the automatic flushing device still in operation, all as shown on this Plan of Subdivision, 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 north of Christopher Court 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 which amount sufficient security is to be provided in accordance with Condition _____. 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.

- #47 Prior to any earthworks/grading, the 300 mm diameter watermain on Deveron Crescent shall be cut and capped in accordance with the accepted engineering drawings, to the satisfaction of the City.

24.11 ROADWORKS

Remove Subsection 24.11 (p) as there are no traffic calming measures in this Plan.

- #48 **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 Pond Mills Road via Deveron Crescent.

Add the following new Special Provisions:

- #49 Should complaints be received regarding construction traffic to this Plan via Shelborne Street on Deveron Crescent, the City Engineer may direct the Owner to construct a barricade and temporary turning facility for vehicles at the east limit of Centre Street/Deveron Crescent, complete with any associated easements and security as necessary, to the specifications and satisfaction of the City.
- The Owner may be required to modify the barricade to accommodate a temporary emergency access until this barricade is removed. When the temporary turning circle and barricade are no longer needed, the City will quit claim the easements which are no longer required, at no cost to the City.
- #50 The Owner shall make minor boulevard improvements on Pond Mills 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.
- #51 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a left turn lane on Pond Mills Road at Deveron Crescent, to the satisfaction of the City, as per the accepted engineering drawings, to the satisfaction of the City.
- #52 The Owner shall maintain the existing gravel access for Lot 18 in this Plan during the construction of services, to the satisfaction of the City.

24.13 PARKS

Add the following new Special Provisions:

- #53 The Owner shall deliver to all purchasers and transferees of the lots in this Plan, a homeowner guide/education package as approved by the City that explains the stewardship of natural areas and the value of existing tree cover, as well as indirect suburban effects on natural areas.
- #54 The Owner shall construct an asphalt pathway on the north side of Deveron Crescent from Julie Crescent to Shelborne Place as per the accepted engineering drawings, to the satisfaction of the City and at no cost to the City.
- #55 Within one (1) year of registration of this Plan, the Owner shall construct and install the naturalization plan in accordance with the approved Engineering drawings.
- #56 Within one (1) year of registration of this Plan, the Owner shall prepare and deliver to all homeowners, an education package which explains the stewardship and protection of the natural area, the value of existing tree cover, the use of native pollinator friendly plants, 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.

- #57 Prior to any site works, the Owner shall ensure that the recommendations of the approved Tree Preservation Report are implemented. The Owner shall provide written confirmation to the City detailing the manner in which each recommendation has been satisfied.
- #58 Within one (1) year of registration of this Plan, the Owner shall grade, service and seed Block 137 in accordance with the approved engineering plans, to the satisfaction of the City, and at no cost to the City.
- #59 Within one (1) year of registration of this Plan, the Owner shall construct and install all aspects of the landscape mitigation plan in accordance with the approved Engineering drawings to the satisfaction of the City, and at no cost to 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 Drewlo Holdings Inc. to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Centre Street/Deveron Crescent shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 21.5 metres.

- Julie Crescent and Christopher Court (from Deveron Crescent to Julie Crescent) shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.

- Christopher Court (from Julie Crescent to cul-de-sac) shall have a minimum road pavement width (excluding gutters) of 6.0 metres with a minimum road allowance of 18 metres.

Sidewalks

A 1.5 metre sidewalk shall be constructed on both sides of Deveron Crescent from Pond Mills Road to Julie Crescent.

An asphalt pathway shall be constructed on the north boulevard of Deveron Crescent from Julie Crescent to Shelborne Place as per the accepted engineering drawings.

A 1.5 metre sidewalk shall be constructed on one side of

- (i) Pond Mills Road – east boulevard across frontage of plan
- (ii) Julie Crescent – north and west boulevard
- (iii) Christopher Court (from Deveron Crescent to Julie Crescent) – west boulevard

Pedestrian Walkways

There are no pedestrian walkways in this Plan.

SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2020, between The Corporation of the City of London and Drewlo Holdings Inc. to which it is attached and forms a part.

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

LANDS TO BE CONVEYED TO THE CITY OF LONDON:

0.3 metre (one foot) reserves:	Add 0.3 m reserves across frontages of Lot 97 and Block 135
Road Widening (Dedicated on face of plan):	Block 139 and 140
Walkways:	NIL
5% Parkland Dedication:	Blocks 137 and 138
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

School Site:	NIL
--------------	-----

LANDS TO BE HELD IN TRUST BY THE CITY:

Temporary access:	NIL
-------------------	-----

SCHEDULE "E"

This is Schedule "E" to the Subdivision Agreement dated this _____ day of _____, 2020, between The Corporation of the City of London and Drewlo Holdings Inc. to which it is attached and forms a part.

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

CASH PORTION:	\$ 557,203
BALANCE PORTION:	<u>\$3,157,483</u>
TOTAL SECURITY REQUIRED	\$3,714,686

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 Drewlo Holdings Inc. to which it is attached and forms a part.

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

Multi-Purpose Easements:

Multi-purpose easements for servicing 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) Between Lots 29 and 30 in this Plan for sanitary and storm servicing as per accepted engineering drawings

Temporary Easements:

A temporary easement shall be deeded to the City in conjunction with this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:

- (i) Over Lots 26 to 29 in this Plan for the temporary sediment basin

Appendix B – Related Estimated Costs and Revenues

Agenda Item # Page #

Pond Mills Subdivision - Drewlo Holdings
 Subdivision Agreement
 39T-12501

Estimated Costs and Revenues

Estimated DC Claim Costs	Estimated Cost (excludes HST)
Claims for Owner led construction from CSRF	
Channelization (DC19RS1001) Construction - on Pond Mills Rd. at Deveron Cres & Cleveland Ave.	\$87,566
Channelization (DC19RS1001) Engineering - on Pond Mills Rd. at Deveron Cres & Cleveland Ave.	\$12,587
Low Impact Development (DC19MS1003)	\$107,085
Total	\$207,238
Estimated DC Revenues (January 1, 2020 to December 31, 2020 Rates)	Estimated Revenue
CSRF TOTAL	\$5,264,723

- 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 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

Chair and Members
Planning and Environment Committee

#20061
April 27, 2020
(39T-12501)

RE: Subdivision Special Provisions
Pond Mills Subdivision - Drewfo Holdings
Capital Budget Project TS165119 - Minor Roadworks - Channelization (2019-2023) (Subledger 2487797)
Capital Budget Project ES543819 - Low Impact Development (2019-2023) (Subledger 2487798)

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that these works can be accommodated within the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Development and Compliance and Chief Building Official and the Manager, Development Planning, the detailed source of financing is:

	Approved Budget	Committed To Date	This Submission	Balance for Future Work
ESTIMATED EXPENDITURES				
TS165119 - Minor Roadworks - Channelization				
Engineering	\$199,000	\$59,130	\$12,808	\$127,062
Construction	1,480,740	244,916	89,108	1,146,716
	1,679,740	304,046	101,916	1,273,778
ES543819 - Low Impact Development				
Engineering	500,000	\$0		500,000
Construction	4,919,532	19,497	108,970	4,791,065
	5,419,532	19,497	108,970	5,291,065
NET ESTIMATED EXPENDITURES	\$7,099,272	\$323,543	\$210,886 1)	\$6,564,843
SOURCE OF FINANCING				
TS165119 - Minor Roadworks - Channelization				
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) \$1,679,740	\$304,046	\$101,916	\$1,273,778
ES543819 - Low Impact Development				
Drawdown from City Services - Stormwater Reserve Fund (Development Charges)	2) 5,419,532	19,497	108,970	5,291,065
TOTAL FINANCING	\$7,099,272	\$323,543	\$210,886	\$6,564,843
	Engineering	Construction	ES543819	Total
1) Financial Note	TS165119	TS165119		
Contract Price	\$12,587	\$87,566	\$107,085	\$207,238
Add: HST @13%	1,636	11,384	13,921	26,941
Total Contract Price Including Taxes	14,223	98,950	121,006	\$234,179
Less: HST Rebate	1,415	9,842	12,036	23,293
Net Contract Price	\$12,808	\$89,108	\$108,970	\$210,886

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

lp

Jason Davies
Manager of Financial Planning & Policy

Appendix D – Additional Information

Previous Reports

December 10, 2018 – Planning and Environment Committee Public Participation Meeting – Application by Drewlo Holdings Inc. for approval of Zoning By-law Amendment for lands located at 172-174 and 176 Pond Mills Road (Agenda Item #3.3).

February 1, 2016 – Planning and Environment Committee Public Participation Meeting – Appeals to the Ontario Municipal Board - Application by Drewlo Holdings Inc. for approval of Draft Plan of Subdivision and Zoning By-law Amendment for lands located at 130, 136, 146 & 164 Pond Mills Road, and 925 Deveron Crescent (Agenda Item #6).