

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: Greengate Village Limited
Summerside Phase 12B - Stage 3 Subdivision
Special Provisions
Meeting on: July 13, 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 Greengate Village Limited for the subdivision of land over Part of Lots 13 and 14, Concession 1, (Geographic Township of Westminster), situated on the northeast corner of Bradley Avenue and Meadowgate Boulevard;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Greengate Village Limited for the Summerside Subdivision Phase 12B, Stage 3 (39T-07508) attached as Appendix "A", **BE APPROVED**;
- (b) the Applicant **BE ADVISED** that Development Finance has summarized the claims and revenues attached as Appendix "B"; and,
- (c) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

Analysis

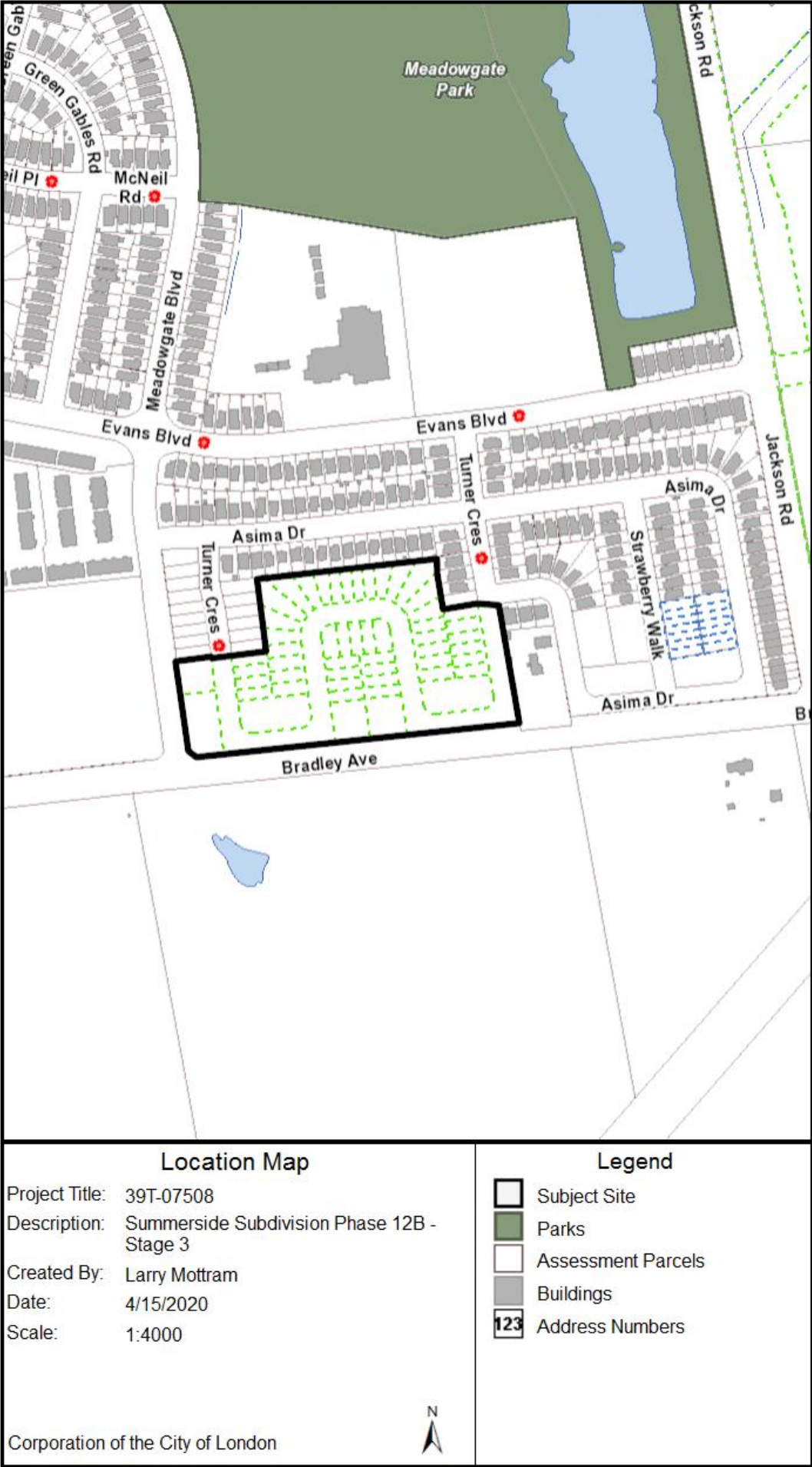
1.0 Site at a Glance

1.1 Property Description

The property is a vacant parcel of land that was previously in agricultural use, located at the northeast corner of Bradley Avenue and Meadowgate Boulevard. The topography is relatively flat and devoid of any vegetation, natural features or watercourses.

On June 28, 2019, the City of London Approval Authority issued a decision to grant draft approval to a red-line revised, draft plan of subdivision submitted by Greengate Village Limited, known as Summerside Phase 12B. The statutory public meeting of the Planning and Environment Committee was held on May 13, 2019. Municipal Council passed a corresponding Zoning By-law Amendment on May 21, 2019. There were no appeals to either the draft approved plan or Zoning By-law Amendment. The draft plan consists of 62 single detached dwellings, six (6) multi-family, medium density blocks, and two (2) reserve blocks, on the extension of Turner Crescent. The lands which are the subject of this phase are approximately 3.8 hectares in area.

1.2 Summerside Subdivision Phase 12B - Stage 3
Location Map



2.0 Description of Proposal

2.1 Development Proposal

The first phase of the subdivision (Phase 12A) on the lands to the east, including the easterly extension of Asima Drive and Strawberry Walk, was registered on July 14, 2016. The second phase (Phase 12B – Stage 2) consisting of 15 single detached lots, served by the extension of Turner Crescent terminating in a temporary turning circle, was registered on November 22, 2019.

The current request for Special Provisions represents the third and final stage of the subdivision consisting of 47 single detached residential lots, six (6) multi-family, medium density blocks for future street townhouses, and two 0.3 metre reserves, all served by the extension of Turner Crescent.

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:	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.	

July 3, 2020

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

Appendix A – Special Provisions

5. STANDARD OF WORK

Add the following new Special Provision:

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

The Owner shall register against the title of Lots which incorporate rear yard catchbasins, which includes Lots 5, 8, 9, 11, 12, 13, 14, 17, 18, 20, 21, 22, 25, 26, 32, 33, 37, 38, 39, 40, 41 and Blocks 49, 51, 52 and 53 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.

15. PROPOSED SCHOOL SITES

Remove Subsections 15.2 to 15.7 as there are no school blocks in this Plan.

- ~~15.2 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.~~
- ~~15.3 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.~~
- ~~15.4 The School Boards may waive the right to purchase by giving notice to the Owner and the City as provided elsewhere in this Agreement.~~
- ~~15.5 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.~~
- ~~15.6 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.~~
- ~~15.7 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 in General Conditions after 24.1 (f):

- #2. Prior to assumption and in conjunction with the Final Lot Grading Certificate, the Owner shall make any amendments to this Plan required to adjust property boundaries consistent with as-built conditions (e.g. Part-Lot Control or Consent) as confirmed by an Ontario Land Surveyor for Blocks 48, 49, 50, 51, 52 and 53, all at no cost to the City.

Add the following Special Provisions:

- #3 Prior to assumption of this subdivision in whole or in part by the City, and as a condition of such assumption, the Owner shall pay to the City Treasurer the following amounts as set out or as calculated by the City, or portions thereof as the City may from time to time determine:
- (i) For the removal of automatic flushing devices/blowoff on Turner Crescent in future, an amount of \$5,000.
- #4 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make all necessary arrangements with the Owner of Plan 33M-699 and 33M-772 to construct make adjustments to the existing works and services on Turner Crescent in Plans 33M-699 and 33M-772 adjacent to this plan to accommodate the proposed works and services on the streets to accommodate the Lots in this Plan (eg. private services, street light poles, etc.) in accordance with the approved design criteria and accepted drawings, all to the satisfaction of the City Engineer and at no cost to the City. Such arrangements shall include, but not be limited to, providing sufficient notice, co-ordination and clarification with adjacent land owners as to what each parties consulting engineer will be required to be certified for the City for the purposes of assumption, all to the satisfaction of the City.
- #5 The Owner shall comply with any conditions of Enbridge Gas Inc./Union Gas and provide confirmation to the City any conditions have been complied with.
- #6 The Owner shall construct a landscaped berm along the Bradley Avenue frontage as per the accepted engineering drawings, to the satisfaction of the City.
- #7 The Owner shall register on title of Blocks 48, 49, 51, 52 and 53 in this Plan and include in the Purchase and Sale Agreement, a covenant/warning clause that upon further severance of the lands the Owner of Blocks 48, 49, 51, 52 and 53 in this Plan shall be responsible for providing servicing and/or private easement(s) of sufficient width for the servicing of the Blocks, at the Owner's expense, to the satisfaction of the City Engineer, at no cost to the City.
- #8. The Owner shall request the City release the 0.3 metre reserve on the westerly leg of Turner Crescent, south of Asima Drive. (Block 16 Plan 33M-772)
- #9 The Owner shall implement the recommendations of the Summerside Subdivision Phase 12B Stage 3 London, Ontario Noise Assessment report, prepared by Development Engineering (London) Limited for Greengate Village Ltd., dated January 30, 2020, in the following manner:

Air Conditioning

Should the Owner propose residential development in the future for Block 48 (all units), Block 49 (Units 49A and 49B), Block 50 (Units 50A and 50B), Block 51 (all units), and Block 52 (Units 52A and 52B), the Owner agrees not to submit building permit applications unless the plans contain provisions for central air conditioning.

Forced Air Central Heating

Should the Owner propose residential development in the future for Lots 3 to 6, 27 to 30, and 41 to 43; Block 49 (Units 49C and 49D), Block 50 (Units 50C and 50D), Block 52 (Units 52C, 52D, 52E and 52F), the Owner agrees not to submit building permit applications unless the plans include a forced air heating system and ducting, etc. which is sized to accommodate central air conditioning.

Building Components

Should the Owner propose residential development in the future for Block 48 (all units), Block 49 (Units 49A and 49B), Block 50 (Units 50A and 50B), Block 51 (all units), and Block 52 (Units 52A and 52B), noise reduction building components will be required. For these units an EW5 construction rating from foundation to rafters should be utilized along with the installation of glazed windows for all building faces that have exposure to Bradley Avenue (east, south and west facades). EW5 construction is an exterior wall composed of 12.7 mm gypsum board, vapour barrier and 38x89 studs with 50 mm (or thicker) mineral wool or glass fibre batts in inter-stud cavities plus sheathing, 25 mm air space and 100 mm brick veneer. For alternate EW5 construction methods refer to Section 8 of the Supplemental Guidelines of the Ontario Building Code for applicable STC ratings for various construction methodologies.

Noise Barriers

Should the Owner propose residential development in the future for Blocks 49, 50 and 52, noise barriers of variable height, length and return will be required adjacent to the outdoor living areas of Block 49 (Units 49A, 49B and 49C), Block 50 (Units 50A, 50B and 50C), and Block 52 (Units 52A, 52B, 52C and 52D) to reduce noise to acceptable levels in accordance with the recommendations of the accepted noise assessment report. The noise barriers must be constructed with approved materials having a minimum of 20 kg/m² density.

Warning Clauses

Should the Owner propose residential development in the future for Block 48 (all units), Block 49 (Units 49A and 49B), Block 50 (Units 50A and 50B), Block 51 (all units), and Block 52 (Units 52A and 52B), the following warning clause is required to be included in all agreements of purchase and sale or lease of these dwellings:

"This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment. (Note: The location and installation of the air conditioning device should be done so as to minimize the noise impacts and comply with criteria of MECP Publication NPC-216, Residential Air Conditioning Devices.)"

Should the Owner propose residential development in the future for Lots 3 to 6, 27 to 30, and 41 to 43; Block 49 (Units 49C and 49D), Block 50 (Units 50C and 50D), Block 52 (Units 52C, 52D, 52E and 52F), the following warning clause is required to be included in all agreements of purchase and sale or lease of these dwellings:

"This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of Environment. (Note: The location and installation of the outdoor air conditioning device should be done so as to minimize the noise impacts and comply with criteria of MECP Publication NPC-216, Residential Air Conditioning Devices.)"

Should the Owner propose residential development in the future for Lots 29, 30 and 41; Block 48 (all units), Block 49 (Unit 49D), Block 50 (Unit 50D), Block 51 (all units), and Block 52 (Units 52E and 52F), the following warning clause is required to be included in all agreements of purchase and sale or lease of these dwellings:

"Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of Environment."

Should the Owner propose residential development in the future for Block 49 (Units 49A, 49B and 49C), Block 50 (Units 50A, 50B and 50C), and Block 52 (Units 52A, 52B, 52C and 52D), the following warning clauses are required to be included in all agreements of purchase and sale or lease of these dwellings:

"Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of Environment."

"Purchasers/tenants are advised that the noise barrier adjacent to the outdoor living area of the dwelling unit is not to be tampered with or altered, and further that the owner shall have sole responsibility for maintaining this feature in accordance with the approved plan and/or provision or set of provisions included in the subdivision agreement."

Should the Owner propose residential development in the future for Lots 3 to 6, 27 to 30, and 41 to 43; Block 48 (all units), Block 49 (all units), Block 50 (all units), Block 51(all units), and Block 52 (Units 52A, 52B, 52C, 52D, 52E and 52F), the following warning clause is required to be included in all agreements of purchase and sale or lease of these dwellings:

"The Corporation of the City of London assumes no responsibility for noise issues which may arise from the existing or increased traffic on Bradley Avenue as it relates to the interior or outdoor living areas of any dwelling unit within the development. The Corporation of the City of London will not be responsible for constructing any form of noise mitigation for this development."

- #10 The Owner agrees to register on title and include in all Purchase and Sale Agreements for any lots and blocks that back onto Meadowgate Boulevard or side onto Bradley Avenue (Blocks 49, 50, 52 and 53) a requirement that the purchaser/home builder shall provide concept plans and elevations prior to the application for a building permit which demonstrates building orientation to all adjacent streets, including a built form that has the same level of architectural detail on all street facades, to the satisfaction of the City.

24.2 CLAIMS

Remove Section 24.2 in its entirety as there are no eligible claims.

- ~~(a) Where the proposed development calls for the construction of works, and where the Owner is of the opinion that such works are eligible to be funded in whole or in part from Development Charges as defined in the Development Charges By-law, and further, where such works are not oversized pipe works (sanitary, storm or water — the reimbursement of which is provided for in subsidy appendices in the Development Charges By-law), then the Owner shall submit through their Professional Engineer, a Work Plan for the proposed works to be approved by the City Engineer (or designate) and City Treasurer (or designate). The Owner acknowledges that:~~
- ~~i) no work subject to a Work Plan shall be reimbursable until both the City Engineer (or designate) and City Treasurer (or designate) have reviewed and approved the proposed Work Plan; and~~
 - ~~ii) in light of the funding source and the City's responsibility to administer Development Charge funds collected, the City retains the right to request proposals for the work from an alternative consulting engineer.~~

- ~~(b) — Where the Owner undertakes construction of works as a capital cost incurred on behalf of the City in accordance with this Agreement, and which are eligible for a claim made against a Development Charge Reserve Fund or the Capital Works Budget, the Owner must conform with the Development Charges By-law and policies in effect at the time the claim is made including but not limited to, requirements for a Work Plan, tendering of construction works and completeness of claims.~~
- ~~(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 _____, the estimated cost of which is \$_____;~~
- ~~(ii) — for the construction of oversized sanitary sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$_____;~~
- ~~(iii) — for the construction of oversized storm sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$_____;~~
- ~~(iv) — for the construction of oversized watermains in conjunction with this Plan, subsidized at an estimated cost of which is \$_____;~~
- ~~(v) — for the construction of left turn channelization on _____ at _____, the estimated cost of which is \$_____, as per the approved Work Plan;~~
- ~~(vi) — for the engineering costs related to the construction of _____ the estimated cost of which is \$_____, as per the approved Work Plan;~~
- ~~(vii) — for the installation of street lights on _____, from _____ to _____, the estimated cost of which is \$_____, as per the approved Work Plan;~~
- ~~(viii) — for the installation of traffic signals at the intersection of _____ and _____, when deemed warranted by the City Engineer (or designate), the estimated cost of which is \$_____, as per the approved Work Plan;~~
- ~~(ix) — for the construction of pavement widening on _____ at _____ consistent with the City's standard practice of paying claims where a Neighbourhood Connector is widened, the estimated cost of which is \$_____. The claim will be based on a pavement widening of _____ metres for a distance of _____ metres with a _____ metre taper. The costs of the gateway treatment over and above the claimable portion shall be at the Owner's expense, as per the approved Work Plan;~~
- ~~(x) — for the construction of an eligible parks pathway in connection with this Plan, at an estimated cost of which is \$_____ as per the approved Work Plan; and~~

~~The anticipated reimbursements from the Capital Works Budget are: _____~~

- ~~(i) — for the construction of _____, the estimated cost of which is \$_____;~~
- ~~(ii) — for the engineering costs related to the construction of _____, the estimated cost of which is \$_____.~~

~~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.~~

- ~~(d) — The Owner shall review and seek approval from the City for any proposed use of construction contingency that relate to claimable works outlined in the Work Plan prior to authorizing work.~~

- ~~(e) The Owner shall ensure that the City is formally invited to all construction site/progress meetings related to the claimable works associated with this Plan, including but not limited to providing a minimum of two-week notice of meetings and copies of all agenda and minutes as appropriate, all to the satisfaction of the City.~~
- ~~(f) The Owner shall provide full-time supervision by its Professional Engineer for all claimable works to be constructed in accordance with current City policies. Upon completion of these claimable works, a Certificate of Completion of Works is to be supplied to the City, pursuant to the General Provisions and **Schedule 'G'** of this Agreement.~~
- ~~(g) Upon approval of an application for a claim to a Development Charge Reserve Fund, the City shall pay the approved claim in full to the Owner subject to the limits noted above and in accordance with the Council approved "Source of Financing" and the Development Charges By-law and policies in effect at the time the claim is made.~~

24.6 EROSION AND SEDIMENT CONTROL

Add to Generals with next update:

- #11 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.

24.7 GRADING REQUIREMENTS

Add the following new Special Provisions:

- #12 The Owner shall grade the portions of Blocks 49, 50 and 52 and Turner Crescent inclusive, which have a common property line with Bradley Avenue, to blend with the ultimate profile of Bradley Avenue, in accordance with the City Standard "Subdivision Grading along Arterial Roads" and the accepted engineering drawings, at no cost to the City.
- #13 The Owner shall grade the portions of Blocks 52 and 53 inclusive, which have a common property line with Meadowgate Boulevard, to blend with the profile of Meadowgate Boulevard, in accordance with the accepted engineering drawings, all to the satisfaction of the City.
- #14 The Owner shall register against the title of Lots 5 to 28, Lots 33 to 37, Lots 38 to 41, Block 49 and rear of Block 53 in this Plan, and shall include in the Agreement of Purchase and Sale for the transfer of each of the said Lots/Blocks, as an overland flow route is located between and/or at the rear of the said Lots/Blocks, 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/Blocks 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.
- #15 The Owner shall maintain the existing overland flow route between and/or at the rear of Lots 5 to 28, Lots 33 to 37, Lots 38 to 41, Block 49 and rear of Block 53 in this Plan as per the accepted engineering drawings until final assumption, to the satisfaction of the City Engineer.
- #16 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.
- #17 The Owner shall grade all Lots/Blocks in this Plan to be compatible with existing subdivision grading and drainage, as per the accepted engineering drawings, to the satisfaction of the City.

24.8 STORM WATER MANAGEMENT

Add to Generals with next update:

- #18 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.
- #19 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.

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 City's existing storm sewer system being the 525 mm storm sewer stub on Turner Crescent (east leg) and the 600 mm diameter storm sewer on Turner Crescent (west leg), in accordance with the accepted engineering drawings, all 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 the west leg of Turner Crescent and the 200 mm diameter sanitary sewer on Turner Crescent (east leg), in accordance with the accepted engineering drawings, all to the satisfaction of the City.

Add the following new Special Provisions:

- #20 The Owner shall construct a single sanitary and storm private drain connection to serve the existing external land/single family dwelling at 1680 Bradley Avenue, all to the satisfaction of the City.
- #21 Prior to the issuance of a Certificate of Conditional Approval for Blocks 52 and 53 within this Plan, the Owner shall install the approved servicing for any dwelling units in Blocks 52 and 53 in this Plan to be serviced directly from Turner Crescent, in accordance with the approved design criteria and accepted drawings, all to the satisfaction of the City Engineer.
- #22 Prior to the issuance of a Certificate of Conditional Approval for Blocks 52 and 53 within this Plan, the Owner shall install the storm servicing and necessary appurtenances as identified on the accepted engineering drawings in this Plan, in accordance with the approved design criteria and accepted drawings, all to the satisfaction of the City Engineer.
- #23 Prior to the issuance of a Certificate of Conditional Approval for Block 49 within this Plan, the Owner shall install the storm servicing and necessary appurtenances as identified on the accepted engineering drawings in this Plan, in accordance with the approved design criteria and accepted drawings, all to the satisfaction of the City Engineer.
- #24 Where street townhouses are planned for any blocks in this subdivision, 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 and accepted engineering drawings, to the satisfaction of the City Engineer.
- #25 The Owner shall remove the any temporary ditch inlet catchbasins (DICBs), etc. and the existing easements in this Plan and any existing easements may be quit claimed when no longer required, all to the satisfaction and specifications of the City Engineer and the accepted engineering drawings and at no cost to the City.

- #26 The Owner shall construct a temporary ditch inlet catchbasin (DICB) on the Bradley Avenue right-of-way abutting this Plan and provide any necessary easements, as per the accepted engineering drawings to the satisfaction of the City.

24.10 WATER SERVICING

Add the following new Special Provisions:

- #27 Prior to the issuance of any Certificates of Conditional Approval, and in accordance with City standards, or as otherwise required by the City Engineer, the Owner shall complete the following for the provision of water service to this draft Plan of Subdivision:
- i) construct the watermains to service the Lots and Blocks in this Plan and connect them to the City's existing water supply system, being the 200 mm diameter watermain on the west leg of Turner Crescent, the 200 mm diameter watermain on Turner Crescent (east leg) and the 200 mm diameter watermain on Asima Drive 150 metres east of Turner Crescent, as per the accepted engineering drawings, to the specifications of the City Engineer.
- #28 If the Owner requests the City to assume Turner Crescent (east leg) 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 east leg of Turner Crescent, adjacent to Block 48 as per the accepted engineering drawings, 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 Section 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.

24.11 ROADWORKS

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

- ~~(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 register against the title of all Lots and Blocks abutting the traffic calming circle(s) 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 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 (insert street names) 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 traffic calming circles, raised intersections, splitter islands and speeds cushions, to be installed as traffic control devices, to the satisfaction of the City Engineer.~~

Remove Subsection 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 Evans Boulevard via Bradley Avenue and Jackson Road or other routes as designated by the City.

Add to Generals with next update:

- #29 The Owner shall be required to make minor boulevard improvements adjacent to this Plan, as per the accepted engineering drawings, to the specifications of the City and at no cost to the City, consisting of interim ditching (to maintain existing drainage), clean-up, grading and sodding as necessary.

Add the following new Special Provisions:

- #30 The Owner shall remove the temporary turning circle and associated works on Turner Crescent (west leg) and adjacent lands, in Plan 33M-772 to the north of this Plan, and complete the construction of Turner Crescent in this location as a fully serviced road, including restoration of adjacent lands, to the specifications of the City.

If funds have been provided to the City by the Owner of Plan 33M-772 for the removal of the temporary turning circle and the construction of this section of Turner Crescent and all associated works, the City shall reimburse the Owner for the substantiated cost of completing these works, up to a maximum value that the City has received for this work.

In the event that Turner Crescent in Plan 33M-772 is constructed as a fully serviced road by the Owner of Plan 33M-772, then the Owner shall be relieved of this obligation.

- #31 The Owner shall construct the window street portion of Turner Crescent abutting Bradley Avenue in accordance with the City's window street standard or as otherwise specified by the City Engineer, in accordance with the accepted engineering drawings, to the satisfaction of the City Engineer and at no cost to the City.
- #32 The Owner shall construct barrier curbs on Turner Crescent, as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- #33 The Owner shall provide sidewalk links from Turner Crescent to the proposed future sidewalk on Bradley Avenue in accordance with the City of London Window Street Standard Guidelines UCC-2M, as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
- #34 The Owner shall remove any existing infrastructure, including but not limited to, CICBs, DICBs, curbs, etc. on Turner Crescent/Asima Drive and relocate/restore/construct associated works as per the accepted engineering drawings, to the specifications and satisfaction of the City.

24.15 ADDITIONAL GENERAL SPECIAL PROVISIONS

Add the following new Special Provision:

- #35 It is hereby agreed by all parties that the terms and conditions outlined in the agreement dated December 5, 1994 between The Corporation of the City of London and Jackson Land Corp. and Jackson Summerside Land Corp., registered on January 27, 1995 as Instrument No. 374208 and annexed to this Agreement as **Schedule "___"** are hereby transferred to this Agreement and will apply mutatis mutandis to all the lands within this Plan. The parties hereto agree that this Agreement and the agreement attached as Schedule 'N' will be read as one, and in the event of any conflicts between the provisions of this Agreement and the provisions of the Schedule 'N' Agreement then the provisions of the Schedule 'N' Agreement will prevail, except for the Insurance and Indemnity requirements as provided herein.

SCHEDULE "C"

This is Schedule "C" to the Subdivision Agreement dated this _____ day of _____, 2020, between The Corporation of the City of London and Greengate Village Limited to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Turner Crescent shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 18.5 metres, as per the accepted engineering drawings.
- Turner Crescent (window street portion) shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 15.5 metres as per the accepted engineering drawings.

Sidewalks

A 1.5 metre sidewalk shall be constructed on one side of the Turner Crescent, as per the accepted engineering drawings, to the satisfaction of the City.

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 Greengate Village 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 this 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 54 and 55
Road Widening (Dedicated on face of Plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	NIL
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

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

Temporary access :	NIL
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SCHEDULE "E"

This is Schedule "E" to the Subdivision Agreement dated this _____ day of _____, 2020, between The Corporation of the City of London and Greengate Village 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:	\$ 237,234
BALANCE PORTION:	<u>\$1,344,325</u>
TOTAL SECURITY REQUIRED	\$1,581,559

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 Greengate Village 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 this Plan, the Owner shall further transfer all easements within this Plan to the City.

Multi-Purpose Easements:

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

SCHEDULE 'LAST'

This is Schedule 'N' to the Subdivision Agreement dated _____, 2020 between The Corporation of the City of London and Greengate Village Limited to which it is attached and forms a part.

(NOTE: Schedule 'N' is the agreement dated December 5, 1994 between Jackson Land Corp and Jackson Summerside Land Corp. and The Corporation of the City of London, registered January 27, 1995, as Instrument No. 347208, covering the servicing and cost sharing of the entire Summerside Subdivision draft plan.)

Appendix B

ENGINEERING RELATED COMMENTS FOR THE COMMITTEE REPORT:

This subdivision shall be registered in one phase consisting of Lots 1 to 47 inclusive and Blocks 48 to 55 inclusive.

Related Estimated Costs and Revenues

Estimated DC Claims Costs – This Agreement	
Claims for Owner led construction from CSRF	
Storm sewer - oversizing subsidy	NIL
Watermain - oversizing subsidy	NIL
Sanitary sewer - oversizing subsidy	NIL
Roadworks – channelization at Street A	NIL
Roadworks – internal widening	NIL
Stormwater management	NIL
Parks – trail, paths, parks	NIL
Other	Nil
Total	Nil
Estimated DC Revenues - This Agreement (2020 rates)	
CSRF TOTAL	\$1,997,924.42

NOTES TO BE PROVIDED BY DEVELOPMENT FINANCE

NOTE:

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.

There are no anticipated claims associated with this development.