

## 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  
Middleton Subdivision Phase 3 - Special Provisions

**Date:** February 8, 2021

## 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, 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 Middleton Subdivision - Phase 3 (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"; 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.

## Executive Summary

This report recommends special provisions to be contained in a Subdivision Agreement for Phase 3 of the Middleton Subdivision (formerly known as Richardson Subdivision). Phase 3 will consist of 138 single detached lots, one future access block, one school block, one walkway block, five 0.3 metre reserve blocks, the extension of Knott Drive, and four new local streets.

## Linkage to the Corporate Strategic Plan

Building a Sustainable City – London's growth and development is well planned and sustainable over the long term.

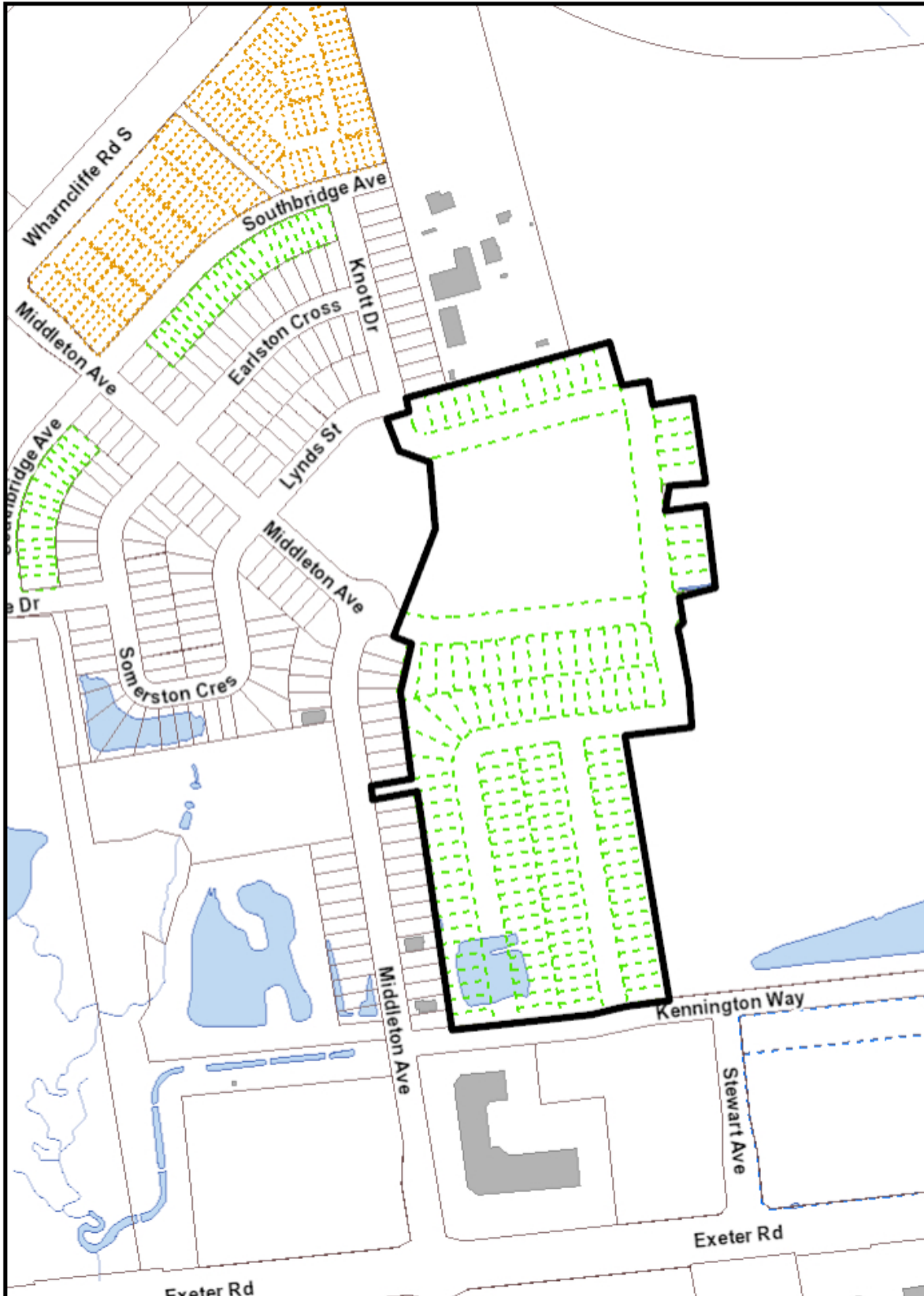
## Analysis

### 1.0 Background Information

#### 1.1 Property Description

The subject site consists of an approximately 10 hectare (24.7 acre) 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 an existing residential dwelling with rental studio/meeting space and other retail/commercial uses fronting along Wharnccliffe Road South, vacant lands for future development to the east, existing industrial uses along Exeter Road to the south, and a wetland/natural heritage feature to the southwest (known as the Pincombe Drain). The site consists of relatively flat, open field with no vegetation.






1.2 Location Map



Location Map

Subject Property: 184 Exeter Rd  
 Applicant: Z GROUP HOMES INC  
 File Number: 39T-15501  
 Created By: Larry Mottram  
 Date: 12/4/2020  
 Scale: 1:4000

Legend

-  Subject Property
-  Parks
-  Assessment Parcels
-  Buildings
-  Address Numbers



# 1.3 Middleton Subdivision – Phase 3

39T-15501

**NOTES:**

BEARINGS ARE UTM, 2005 DERIVED FROM SPECIFIED CONTROL POINTS 02894403 AND 02894405, UTM ZONE 17, NAD83 (ORIGINAL).

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999964604.

POINT ID	NORTHING	EASTING
SCP 02894403	4753135.851	478336.243
SCP 02894405	4753178.586	478108.287

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN

**LEGEND:**

- DENOTES SURVEY MONUMENT SET
- DENOTES SURVEY MONUMENT FOUND
- SB DENOTES STANDARD IRON BAR
- SSB DENOTES SHORT STANDARD IRON BAR
- IB DENOTES IRON BAR
- RIB DENOTES 16mm DIAMETER ROUND IRON BAR
- OC DENOTES ORIGIN UNKNOWN
- CU DENOTES CURVED CONTROL POINT
- WT DENOTES WITNESS
- M DENOTES MEASURED
- S DENOTES SET
- CD DENOTES CALLON DIETZ, O.L.S.'s
- AGM DENOTES ARCHIBALD, GRAY & McRAY, O.L.S.'s
- HR DENOTES HOLLISTAD & ROMANO, O.L.S.'s
- MF DENOTES MURRAY FRASER, O.L.S.
- FKS DENOTES FARRISHER, KIRKPATRICK, & STIRLING, O.L.S.'s
- P1 DENOTES PLAN 33M-785
- P2 DENOTES PLAN 33M-789
- P3 DENOTES PLAN 33M-20172

**METRIC:** DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

**MONUMENT NOTES:**

ALL SET MONUMENTS SHOWN HEREON ARE IRON BARS (8x) UNLESS OTHERWISE NOTED.

**OWNER'S CERTIFICATE:**

THIS IS TO CERTIFY THAT:

- LOTS 1 TO 138, BOTH INCLUSIVE, BLOCKS 138, 140 & 141, THE STREETS, NAMELY KNOTT DRIVE, STEWART AVENUE, BYERS STREET, AUCKLAND AVENUE, AND ROY McDONALD DRIVE, THE RESERVES, NAMELY BLOCKS 142 TO 146 (BOTH INCLUSIVE) HAVE BEEN LAD OUT IN ACCORDANCE WITH MY INSTRUCTIONS.
- THE STREETS ARE DEDICATED TO THE CORPORATION OF THE CITY OF LONDON AS PUBLIC HIGHWAYS.

DATE: Dec 10/2020  
 PHILLIP MASCOLEEN – VICE PRESIDENT  
 I HAVE THE AUTHORITY TO BIND THE CORPORATION

DATE: Nov 8/2020  
 RICHARD O'CONNOR – PRESIDENT & C.E.O.  
 I HAVE THE AUTHORITY TO BIND THE CORPORATION

**SURVEYOR'S CERTIFICATE:**

- I CERTIFY THAT:
- THE SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYORS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
  - THE SURVEY WAS COMPLETED ON THE \_\_\_\_\_

PRELIMINARY – NOT MONUMENTED

DATE: \_\_\_\_\_  
 MICHAEL J. MASCOITRA  
 ONTARIO LAND SURVEYOR

APPROVED UNDER SECTION 51 OF THE PLANNING ACT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**PLAN 33M-**

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF MIDDLESEX AT \_\_\_\_\_ O'CLOCK ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ FOR PLAN \_\_\_\_\_, 20\_\_\_\_ AND ENTERED IN THE PARCEL REGISTER CONSENTS ARE REGISTERED AS PLAN DOCUMENT No. \_\_\_\_\_ AND THE REQUIRED

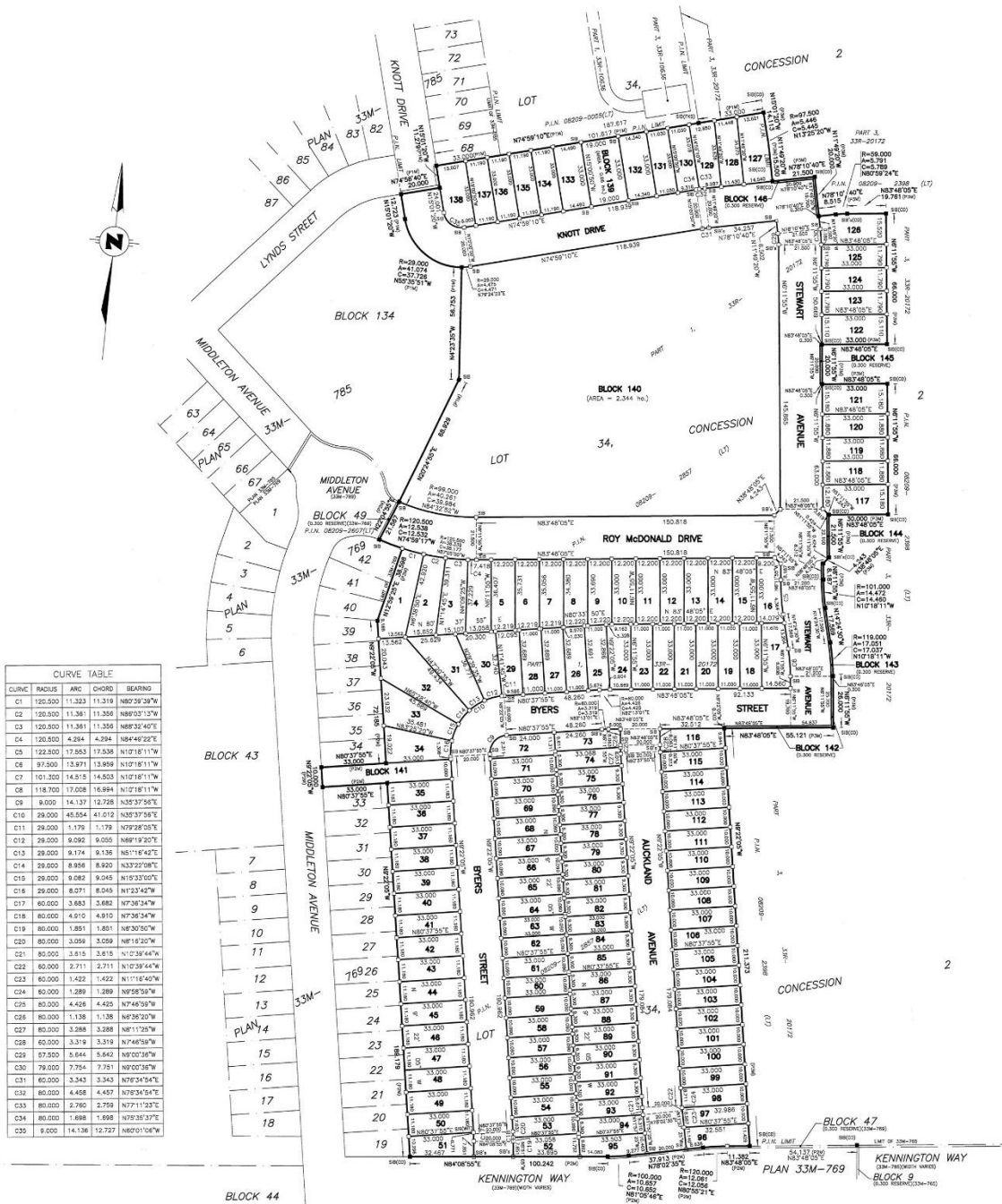
REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX (No. 33)

THIS PLAN IS COMPRISED OF ALL OF PLAN 08209-2807(1)

PLAN OF SUBDIVISION  
 OF PART OF  
**LOT 34**  
**CONCESSION 2**  
 (GEOGRAPHIC TOWNSHIP OF WESTMINSTER)  
 IN THE  
**CITY OF LONDON**  
 COUNTY OF MIDDLESEX  
 SCALE 1:1000 (Metric)

(SCALE IN METRES)

MICHAEL J. MASCOITRA  
 ONTARIO LAND SURVEYOR



CURVE	RADIUS	ARC	CHORD	BEARING
C1	120.000	11.323	11.319	N80°30'38"W
C2	120.000	11.361	11.356	N80°03'13"W
C3	120.000	11.361	11.356	N88°32'40"E
C4	120.000	4.284	4.284	N84°49'22"E
C5	122.500	17.653	17.336	N101°18'11"W
C6	97.500	13.871	13.859	N101°18'11"W
C7	101.300	14.215	14.203	N101°18'11"W
C8	118.700	17.008	16.894	N101°18'11"W
C9	8.000	14.131	12.728	S35°37'54"E
C10	28.000	45.654	41.012	S35°37'58"E
C11	29.000	1.179	1.179	N79°28'08"E
C12	28.000	9.292	9.055	N69°19'20"E
C13	29.000	9.174	9.136	N51°16'42"E
C14	28.000	8.958	8.820	N43°22'08"E
C15	29.000	9.082	9.045	N19°33'00"E
C16	29.000	8.071	8.045	N1°33'43"W
C17	80.000	3.653	3.602	N7°34'34"W
C18	80.000	4.010	4.010	N7°34'34"W
C19	80.000	1.851	1.851	N8°30'50"W
C20	80.000	3.058	3.058	N8°18'20"W
C21	80.000	3.815	3.815	N10°38'44"W
C22	60.000	2.711	2.711	N10°38'44"W
C23	60.000	1.422	1.422	N11°16'40"W
C24	60.000	1.289	1.289	N9°58'59"W
C25	60.000	4.456	4.425	N7°45'59"W
C26	80.000	1.138	1.138	N8°38'20"W
C27	80.000	3.288	3.288	N8°11'25"W
C28	60.000	3.319	3.319	N7°48'49"W
C29	57.500	5.844	5.842	N9°00'38"W
C30	78.000	7.784	7.751	N9°00'38"W
C31	60.000	3.343	3.343	N7°34'34"E
C32	80.000	4.458	4.457	N7°34'34"E
C33	80.000	2.790	2.759	N7°11'33"E
C34	80.000	1.698	1.698	N7°35'37"E
C35	8.000	14.138	12.727	N80°01'58"W

**Callon Dietz** INCORPORATED  
 ONTARIO LAND SURVEYORS  
 CALLON PLACE LONDON MIDDLESEX  
 info@callondietz.com callondietz.com

SURVEY BY: \_\_\_\_\_ DRAWN BY: H.D. FILE NO: 15-15911-V PLAN NO: X-2593

C:\2020\33M\33-789\33-789-15-15911-V\SubPhase3-2593.dwg December 7, 2020

## **1.4 Background & History**

The Middleton Subdivision (formerly known as the Richardson Subdivision) was draft approved by the City of London Approval Authority on January 27, 2017. The draft plan 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.

Phase 1 was registered in two parts. Phase 1A consisting of two medium density blocks, one future street townhouse block, and six 0.3 metre reserve blocks, served by two new local streets, Mia Avenue and Kennington Way, was registered on July 12, 2019 as Plan 33M-765. Phase 1B consisting of forty-two single family lots, one medium density blocks, two open space blocks, four 0.3 metre reserves, all served by two new streets, namely Middleton Avenue and Kennington Way was registered on October 9, 2019 as Plan 33M-769.

Phase 2 consisting of 123 single detached lots, two street townhouse blocks, four medium density blocks, one park block, one open space block, three multi-use pathway blocks, one servicing/multi-use pathway block, and several road widening and 0.3 metre reserves, all served by the extension of Middleton Avenue and five local streets, was registered on June 8, 2020 as Plan 33M-785.

## **2.0 Discussion and Considerations**

### **2.1 Development Proposal**

Phase 3 will consist of 138 single detached lots (Lots 1 to 138), one future access block (Block 139), one school block (Block 140), one walkway block (Block 141), five 0.3 metre reserve blocks (Blocks 142 to 146), the extension of Knott Drive, and four new local streets (Stewart Avenue, Roy McDonald Drive, Byers Street, and Auckland Avenue).

The recommended special provisions for the proposed Phase 3 Subdivision Agreement are found at Appendix A of this report. 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.

## **3.0 Financial Impact/Considerations**

### **3.1 Financial Securities**

Through the completion of the works associated with this application fees, development charges and taxes will be collected. Outside of the DC eligible items, if any, outlined in the attached Claims and Revenues (Appendix B), there are no direct financial expenditures associated with this application. A Source of Financing is not required, as there are no claims identified.

## **4.0 Key Issues and Considerations**

The key issues and considerations have been reviewed and addressed through the existing draft plan process and subdivision agreement conditions.

## **Conclusion**

Development Services Division staff are satisfied with the proposed special provisions for the Middleton Subdivision – Phase 3, and recommend that they be approved; and, that the Mayor and the City Clerk be authorized to execute the Subdivision Agreement, any amending agreements and all documents required to fulfil its conditions.

**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.

CC: Matt Feldberg, Manager, Development Services (Subdivisions)  
Bruce Page, Manager, Development Planning  
Peter Kavcic, Manager, Development Engineer

January 29, 2021  
GK/PY/LM/lm

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## 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 20, 21, 24, 25, 27, 28, 29, 30, 31, 32, 52, 53, 55, 56, 59, 60, 63, 64, 67, 68, 70, 71, 96, 97, 99, 100, 102, 103, 105, 106, 108, 109, 111, 112, 114, 115, 117, 118, 122, 123, 127, 128 and 138 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 Subsection 15.3 and **replace** with the following:

2.

- 15.3 The Owner shall set aside an area or areas (being Block 140) 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.

### 24.1 STANDARD REQUIREMENTS

Add the following Special Provisions:

3. 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.

4. 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 for a total amount of \$15,000
5. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make all necessary arrangements with the owner of Plan 33M-765, Plan 33M-769 and Plan 33M-785 to make adjustments to the existing works and services on Kennington Way in Plan 33M-765, Middleton Avenue in Plan 33M-769 and Knott Drive in Plan 33M-765 and 33M-785 adjacent to this Plan to accommodate the proposed works and services on this streets to accommodate the Lots in this Plan fronting this street (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.

6. The Owner shall decommission any abandoned infrastructure (eg. Water irrigation, communication tower, lights, etc.) at no cost to the City, including cutting the water services and capping it at the watermain, if necessary, all to the specifications and satisfaction of the City.
7. 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.

## 24.2 CLAIMS

Please **remove** Section 24.2 in its entirety as there are no eligible claims within this Plan.

8.

~~(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;~~

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 the following new Special Provisions:

9. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct and have operational temporary sediment and erosion control works as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
10. 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.

#### **24.7 GRADING REQUIREMENTS**

**Add** the following new Special Provisions:

11. The Owner shall register against the title of Lots 21-32, 52-70, 96-114, 117, 122, 127 and 138 in this Plan, and shall include in the Agreement of Purchase and Sale for the transfer of each of the said Lots, as an overland flow route is located on 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 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.

12. The Owner shall maintain the existing overland flow route on Lots 21-32, 52-70, 96-114, 117, 122, 127 and 138 as per the accepted engineering drawings, to the satisfaction of the City Engineer.
13. Prior to the issuance of a Certificate of Conditional Approval, the Owner shall remove and relocate any existing earth stockpile located in this Plan, all to the satisfaction of the City and at no cost to the City.
14. Prior to the issuance of any Certificates of Conditional Approval, the Owner shall construct temporary berms at the east limit of Byers Street, south and east limit of Stewart Avenue and east limit of Roy McDonald Drive to contain the overland flows within this site as per the accepted engineering drawings, all to the specifications and satisfaction of the City.
15. Prior to the issuance of any Certificate of Conditional Approval, in order to develop this site, the Owner shall make arrangements with the adjacent property owners to regrade a portion of the property abutting this Plan, if necessary, in conjunction with grading and servicing of this subdivision, to the specifications of the City, at no cost to the City.

#### **24.8 STORM WATER MANAGEMENT**

**Add** the following new Special Provisions:

16. All temporary storm works and servicing installed within the proposed Plan of Subdivision shall be decommissioned and/or removed when warranted, all to the satisfaction of the City, at no cost to the City.
17. Prior to assumption, the Owner shall operate, monitor and maintain the stormwater works associated with this Plan.
18. The Owner shall implement SWM Best Management Practices (BMP's) within this Plan, where possible, to the satisfaction of the City. The acceptance of these measures by the City will be subject to the presence of adequate geotechnical conditions within this Plan and the approval of the City.
19. The Owner shall decommission all unnecessary existing temporary site alteration stormwater works constructed within Middleton/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.
20. The Owner shall repair or replace any existing field tiles that are disturbed or destroyed during construction to ensure the existing drainage is maintained unless otherwise specified, to the satisfaction of the City and at no cost to the City.
21. The Owner shall pay a proportional share of the operational, maintenance and/or monitoring costs of any City owned SWM facilities, to which the Owner is connecting. The above-noted proportional share of the cost shall be based on volume of sediment accumulated within the SWM facility, to the satisfaction of the City. A sediment survey of the SWM facility will be required prior to and

following site works to determine the proportional cost. A rate of \$120/m<sup>3</sup> of sediment will be applied. The Owner's payments, shall:

- i) commence upon completion of the Owner's service work connections to the existing unassumed services; and
- ii) continue until the time of assumption of the affected services by the City.

# ~~For any temporary stormwater 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:~~

- ~~i) Operate, monitor and maintain the temporary works;~~
- ~~ii) In the event that the works include a stormwater facility, have their professional engineer submit semi-annual monitoring reports to the City Engineer demonstrating that the works perform in accordance with the approved design criteria. The reports are to provide test results on the volume and nature of the sediment accumulating in the works. The timing and content of the monitoring reports is to be in accordance with the City's "Monitoring and Operational Procedure for Stormwater Management Facilities" guidelines. The Owner shall ensure that the monitoring program commences when building permits have been issued on fifty percent (50%) of the lots in this Plan and shall continue until the temporary works are decommissioned;~~
- ~~iii) Remove and dispose of any sediment to an approved site;~~
- ~~iv) Address forthwith any deficiencies of the temporary works and/or monitoring program;~~
- ~~v) Decommission the temporary works within six months of the permanent works being constructed and operational.~~

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

#### **24.9 SANITARY AND STORM SEWERS**

**Remove** Subsection 24.9 (b) and **replace** with the following:

22.

- (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 750 mm diameter storm sewer on Roy McDonald Drive/Middleton Avenue, the 600 mm diameter storm sewer on Knott Drive, the 375 mm diameter storm sewer on Byers Street and the 450 diameter storm sewer on Auckland Avenue.

**Remove** Subsection 24.9 (j) and **replace** with the following:

23.

- (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 200 mm diameter sanitary sewer on Knott Drive, the 200mm diameter sanitary sewer on Byers Street and the 200mm diameter sanitary sewer on Auckland Avenue.,

**Add** the following new Special Provisions:

24. Prior to the Certificate of Conditional Approval, the Owner shall construct the storm sewer and associated works through Block 141, all to the specifications and satisfaction of the City.
25. The Owner shall either register against the title of Block 140 in this Plan, or shall include in the agreement of purchase and sale for the transfer of Block 140, a covenant by the purchaser or transferee stating that the purchaser or transferee of the Block may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private

property, as close as possible to the street line, or as approved otherwise by the City Engineer.

26. The Owner shall remove any temporary DICBS, etc. and any existing easements no longer required may be quit claimed, all to the satisfaction and specifications of the City Engineer and at no cost to the City.
27. At the time this Plan is registered, the Owner shall register all appropriate easements for all existing and proposed private and municipal storm and sanitary works required in this Plan, to service external lands, all to the satisfaction of the City Engineer, at no cost to the City.

#### **24.10 WATER SERVICING**

**Add** the following new Special Provisions:

28. Prior to the issuance of any Certificates of Conditional Approval, and in accordance with City standards, or as otherwise required by the City Engineer, the Owner shall complete the following for the provision of water service to this draft Plan of Subdivision:
  - i) Construct watermains to serve this Plan and connect them to the existing low-level municipal system, namely the existing 250 mm diameter watermain on Roy McDonald Drive, the 200mm diameter watermain on Byers Street, the 200mm diameter watermain on Auckland Avenue and the 200mm diameter watermain on Knott Drive;
  - ii) If the subject Plan develops in advance of the subdivision to the South and West of this Plan, the Owner shall make arrangements with the affected property owner(s) for the construction of any portions of watermain situated on private lands outside this Plan and shall provide satisfactory easements, as necessary, all to the specifications of the City;
  - iii) Deliver confirmation that the watermain system has been looped to the satisfaction of the City Engineer when development is proposed to proceed beyond 80 units; and
  - iv) Have their consulting engineer prepare a Certificate of Completion of Works to confirm to the City that the watermain connection(s) to the 250 mm diameter watermain on Roy McDonald Drive, the 200mm diameter watermain on Byers Street, the 200mm diameter watermain on Auckland Avenue and the 200mm diameter watermain on Knott Drive has been constructed, is operational, and is complete.
29. 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 140 @ 150 l/secFuture development of these Blocks shall be in keeping with the established fire flows in order to ensure adequate fire protection is available.
30. All development Blocks shall be serviced off the water distribution system internal to this Plan of Subdivision.
31. If the Owner requests the City to assume Knott Drive with the automatic flushing device still in operation, as shown on the accepted engineering drawings, prior to its extension, 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 which amount sufficient security is to be provided in accordance with Condition 24.1 (4). 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.
32. If the Owner requests the City to assume Roy McDonald Drive with the automatic flushing device still in operation, as shown on the accepted engineering drawings, 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 Roy McDonald 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 which amount sufficient security is to be provided in accordance with Condition 24.1 (4). 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.

33. If the Owner requests the City to assume Byers Street with the automatic flushing device still in operation, as shown on the accepted engineering drawings, 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 Byers Street 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 24.1 (4). 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) and **replace** with the following:

34.

(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 Byers Street, Auckland Avenue, Stewart Avenue and Roy McDonald Drive 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:

35.

- (q) The Owner shall direct all construction traffic including all trades related traffic associated with installation of services and construction of dwelling units in this Plan to access the site from Exeter Road or other routes as designated by the City.

**Add** the following new Special Provisions:

36. Barricades are to be maintained at the limits of all streets in this Plan until lands develop east of this Plan or as otherwise directed by the City. When lands

develop to the east of this Plan or as otherwise directed by the City, the Owner shall remove the barricades and any temporary turning circles, restore the boulevards and complete the construction of the roadworks within the limits of both temporary turning circles, to the specifications of the City, all at no cost to the City.

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

37. Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Byers Street, Auckland Avenue and Stewart Avenue adjacent to the speed cushion locations that indicate Future Speed Cushion Location, as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.
38. Prior to assumption or when required by the City Engineer, the Owner shall install one speed cushion on Byers Street, Auckland Avenue and Stewart Avenue, including permanent signage and pavement marking as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.
39. Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Roy McDonald Drive and Stewart Avenue adjacent to the raised intersection that indicate Future Raised Intersection Location, as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.
40. Prior to assumption or when required by the City Engineer, the Owner shall install the raised intersection at Roy McDonald Drive and Stewart Avenue, including permanent signage and pavement marking as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.
41. The Owner shall construct parking lay-bys on Roy McDonald Drive and Stewart Avenue, as per the accepted engineering drawings, to the satisfaction of the City.
42. The Owner shall remove any existing infrastructure, including but not limited to, hydro poles, lighting, CICBs (curb inlet catchbasins), DICBs (ditch inlet catchbasins), curbs, etc. within this Plan and relocate/restore/construct associated works as per the accepted engineering drawings, to the specifications and satisfaction of the City.
43. The Owner shall convey Future Development Block 139 to the City for future access use as needed, at no cost to the City. Should the adjacent lands develop for residential use and Future Development Block 139 is required for a private access, Block 139 shall be sold at market value, as determined by the City acting reasonable to the owners of the adjacent lands for access purposes, and the City shall pay the net proceeds of that sale (minus any City costs) to the Owner of this Plan (39T-15501) within 30 days of such sale. If this Block is not needed upon development of the lands to the north, the City agrees that the Block will be returned to the Owner for a nominal fee, for use as building lots.
44. The Owner shall include in the Agreements of Purchase and Sale for Lots 132 and 133 and register on the title of these Lots adjacent to Block 139 in this Plan a warning clause advising the purchaser/transferee that Block 139 may become a future right-of-way should lands to the north develop.
45. The Owner shall provide pavement markings for bikes lanes on Roy McDonald Drive/Middleton Avenue as per the accepted engineering drawings, to the satisfaction of the City Engineer.

#### **24.14 PARKS**

**Add** the following new Special Provisions:

46. Within one (1) year of registration of this Plan, the Owner shall construct a pathway within Block 141 and associated servicing and works as per the accepted engineering drawings, all to the specifications and satisfaction of the City, at no cost to the City.

47. Within one (1) year of registration of this Plan, the Owner shall grade, service and seed Block 141 in accordance with the approved engineering plans, to the satisfaction of the City.
48. Within one (1) year of registration of this Plan, the Owner shall construct 1.5m high chain link fencing without gates in accordance with current City park standards (SPO 4.8) or approved alternate, along the property limit interface of all existing and proposed private lots and block adjacent to parkland and/or open space lands, to the satisfaction of the City.
49. Where lots or blocks abut parkland, all grading of the developing Lots or Blocks at the interface with the parkland are to match grades to maintain existing slopes, topography and vegetation. In instances where this is not practical or desirable, any grading into the open space shall be to the satisfaction of the Manager of Parks Planning & Design and City Engineer.

#### **24.15 PLANNING**

50. The Owner shall provide the purchasers of all lots in the subdivision with a zoning information package pertaining to residential driveway locations and widths. The Owner shall obtain and provide to the City written acknowledgement from the purchaser of each lot in this Plan that their driveway will be installed and maintained in accordance with the requirements of the Zoning By-law. The information package and written acknowledgement shall be in a form satisfactory to the City.
51. The Owner shall include a statement in all offers of purchase and sale within 150 metres of the industrial property at 150 Exeter Road (Lots 40 to 64 and Lots 82 to 106) and include a suitable warning clause within the subdivision agreement advising future purchasers that there are active industrial operations on going in the area and that nuisances can be expected.
52. The Owner shall register on title through the subdivision agreement and include in all Purchase and Sale Agreements for Lots 16, 17, 34, 35, 51, 52, 72, 73, 95, 96, 116, 117, 121, 122, 126, 127, 132, 133 and 138 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.
53. Within one (1) year of registration, the Owner shall construct a 1.5m high chain link fencing without gates in accordance with current City park standards (SPO 4.8) or approved alternate, along the property limit interface of all existing and proposed private lots adjacent to existing and/or future Park and Open Space Blocks (Block 141), to the satisfaction of the City.
54. The Owner shall not grade into any public Park or Open Space lands. In instances where this is not practical or desirable, any grading into the public Park or Open Space lands shall be to the satisfaction of the City.
55. Within one (1) year of registration, the Owner shall grade, service and seed all parkland, 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 Ltd. to which it is attached and forms a part.

### **SPECIAL WORKS AND SERVICES**

#### **Roadways**

- Roy McDonald Drive and Stewart Avenue shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 21.5 metres.
- Knott Drive, Byers Street and Auckland Avenue shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.

#### **Sidewalks**

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

A 2.4 metre sidewalk shall be constructed fronting Block 140 on Roy McDonald Drive, Knott Drive and Stewart Avenue in accordance with City standards and the City's Access Management Guidelines, to the satisfaction of the City.

#### **Pedestrian Pathway/Walkways**

City of London standard 3.0m wide pedestrian pathway/walkway shall be constructed on Block 141 of this Plan as per the accepted engineering drawings, to the satisfaction of the City.

## **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 Ltd. 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 142, 143, 144, 145, 146 inclusive
Road Widening (Dedicated on face of Plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	Block 141
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL

### **LANDS TO BE SET ASIDE FOR SCHOOL SITE:**

School Site:	Block 140
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### **LANDS TO BE HELD IN TRUST BY THE CITY:**

Future Development Block for access:	Block 139
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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 Ltd. 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:	\$ 563,633
BALANCE PORTION:	<u>\$3,193,919</u>
TOTAL SECURITY REQUIRED	\$3,757,552

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 Ltd. to which it is attached and forms a part.

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

### Multi-Purpose Easements:

- (a) Multi-purpose easements shall be deeded to the City in conjunction with this Plan, over lands external to this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
- - (i) For sanitary sewer stub at north limit of Stewart Avenue
    - (ii) For storm sewer stub at east limit of Stewart Avenue between Lots 121 and 122
    - (iii) For storm sewer stub at east limit of Roy McDonald Drive/Middleton
    - (iv) For storm sewer stub at east limit of Byers Street

## Appendix B – Claims and Revenues

### Estimated DC Costs in this Agreement (Claims for Owner led construction from CSRF)

Eligible DC Items	Estimated DC Claims Costs
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
<b>Total Costs (This Agreement)</b>	<b>Nil</b>

### Estimated DC Revenue in this Agreement

Item	Estimated DC Revenues
<b>CSRF Total (This Agreement)</b>	<b>\$6,805,707</b>