

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: 2219008 Ontario Limited
3493 Colonel Talbot Road
Silverleaf Subdivision Phase 2 - Special Provisions

Meeting on: March 29, 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 2219008 Ontario Limited for the subdivision of land over Part of Lot 75, West of the North Branch of the Talbot Road (Geographic Township of Westminster), City of London, County of Middlesex, situated on the south side of Pack Road, west of Colonel Talbot Road, municipally known as 3493 Colonel Talbot Road.

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and 2219008 Ontario Limited for the Silverleaf Subdivision, Phase 2 (39T-14504-2) attached as Appendix "A", **BE APPROVED**;
- (b) the Applicant **BE ADVISED** that Development Finance has summarized the claims and revenues attached as Appendix "B";
- (c) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

Executive Summary

Seeking approval of Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and 2219008 Ontario Limited for the Silverleaf Subdivision, Phase 2 (39T-14504-2)

Linkage to the Corporate Strategic Plan

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

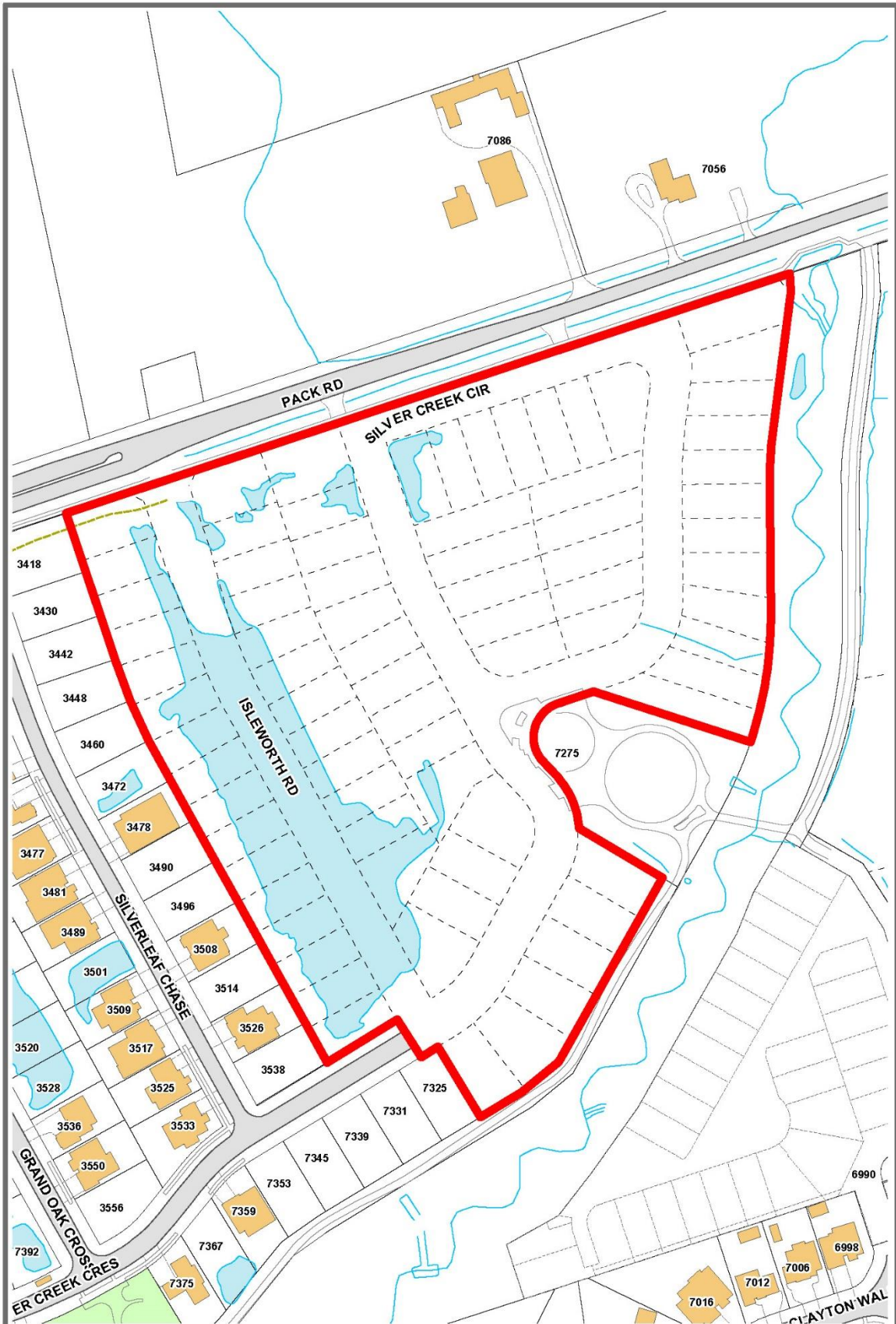
Analysis

1.0 Background Information

1.1 Property Description

The subject property is situated in the southwest quadrant of the City of London at the southwest corner of Colonel Talbot Road and Pack Road. The property is within the City of London's Southwest Area Secondary Plan and forms part of the North Lambeth Residential Neighbourhood. The site is approximately 40.5 ha (100ac) in size and has been graded through previous planning approval processes. The site is situated between Pack Road to the north, existing single detached dwellings (Phase 1) to the west and the Mathers Stream along the southerly and easterly edges of the property. Agricultural lands, rural residences and naturalized areas exist to the north of the site across Pack Road.

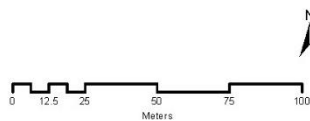
1.2 Location Map



LOCATION MAP

Subject Site: Silver Creek Circle
 File Number: 39T-14504
 Planner: Mike Corby
 Date: 08/03/2021

Corporation of the City of London
 Prepared By: Planning and Development



Scale 1:2000

Legend

- Subject Site
- Buildings
- Parks
- Driveways/Parking Lots

1.3 Silverleaf Subdivision Phase 2



APPROVED UNDER SECTION 51 OF THE PLANNING ACT
 THIS PLAN IS VALID FOR THE PERIOD 2024-2029

PLAN 3381
 LAND RECEIVED OFFICIAL FOR THE LAND DIVISION OF MISSISSAUGA
 ON THE DATE OF 2024-08-20
 AND BOUND IN THE REGISTER FOR PLAN 3381 (2024) AND THE
 RECORDS CONTAINED THEREIN AS PLANNING DOCUMENT NUMBER
 3381-2024

PRELIMINARY FOR LAND REGISTRATION
 THIS PLAN IS PRELIMINARY AND SUBJECT TO THE REQUIREMENTS OF THE REGISTRATION ACT AND THE REGISTRATION OF PLANS ACT. IT IS NOT VALID FOR THE PURPOSES OF THE REGISTRATION ACT UNTIL IT IS REGISTERED AS A PLAN UNDER THE REGISTRATION ACT.

PLANNING CONVERSION
 THIS PLAN IS A PLANNING CONVERSION OF A PREVIOUS PLAN AND IS SUBJECT TO THE REQUIREMENTS OF THE PLANNING ACT AND THE PLANNING AND BUILDING ACT. IT IS NOT VALID FOR THE PURPOSES OF THE PLANNING ACT UNTIL IT IS REGISTERED AS A PLAN UNDER THE PLANNING ACT.

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2.0 Discussion and Considerations

2.1 Development Proposal

Phase 2 of the plan of subdivision will consist of 77 single detached lots (Lots 1 to 77), a small Block (Block 78) to be dedicated to the City as part of the Mathers Stream corridor, all served by the extension of Silver Creek Circle and a new local street (Isleworth Road).

The recommended special provisions for the proposed Phase 2 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 outlined in the attached Source of Financing (Appendix B), there are no direct financial expenditures associated with this application.

4.0 Key Issues and Considerations

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

Conclusion

Development Services Division staff are satisfied with the proposed special provisions for the Silverleaf Subdivision – Phase 2, 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: Mike Corby, 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

March 23, 2021
GK/PY/MC/jar

Appendix A – Special Provisions

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 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 the following Special Provisions:

- 1 Prior to Final Approval, 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.
- 2 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) The removal of the automatic flushing devices/blowoff(s) in future, an amount of \$5,000 each flusher

- 3 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make all necessary arrangements with the owner of Plan 33M-742 to make adjustments to the existing works and services on Silver Creek Circle in Plan 33M-742 adjacent to this Plan to accommodate the proposed works and services 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 landowners 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.

24.2 CLAIMS

Remove Subsection 24.2 in its entirety as there are no claims in this Plan.

- ~~(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:

- 4 Prior to the issuance of a Certificate of Conditional Approval, the Owner shall remove any temporary sediment basins and associated works and construct any necessary servicing, as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
- 5 The Owner shall decommission any temporary sediment basins and associated infrastructure in this Plan when warranted, to the satisfaction of the City, at no cost to the City.
- 6 The Owner is responsible for all costs related to the decommissioning of any temporary sediment basin(s) work and any redirection of sewers and overland flow routes.

24.7 GRADING REQUIREMENTS

Add the following new Special Provisions:

- 7 The Owner shall grade the portions of Lots 1, 28, 29 and 67 and Block 78 inclusive, which have a common property line with Pack Road, to blend with the

ultimate profile of Pack Road , in accordance with the accepted engineering drawings and at no cost to the City, all to the satisfaction of the City.

- 8 Prior to the issuance of a Certificate of Conditional Approval, the Owner shall remove and relocate any existing earth stockpile generally located in this Plan, all to the satisfaction of the City and at no cost to the City.

24.8 STORM WATER MANAGEMENT

Add the following new Special Provisions:

- 9 The Owner shall have its professional engineer ensure that all geotechnical issues and required setbacks related to the slope stability associated with open watercourses that services an upstream catchment, are adequately addressed for the subject lands (lots and blocks abutting Mather stream), all to the satisfaction of the City Engineer and The Upper Thames River Conservation Authority.
- 10 The Owner shall implement SWM Best Management Practices (BMP's) within the plan, where possible, to the satisfaction of the City. The acceptance of these measures by the City will be subject to the presence of adequate geotechnical conditions within this plan and the approval of the City.
- 11 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.

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 675 mm diameter storm sewer on Silver Creek Circle in accordance with accepted engineering drawings, to the satisfaction of the City. The Owner acknowledges that the storm outlet for this Plan of subdivision is the existing Dingman Creek Tributary SWM Facility B4 via the existing storm sewer on Silver Creek Circle.

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 250 mm diameter sanitary sewer on Silver Creek Circle in accordance with the accepted engineering drawings, to the satisfaction of the City.

Add the following new Special Provisions:

- 12 The Owner shall implement the following enhanced inflow and infiltration (i&i) measures as per the accepted design studies, to the satisfaction of the City, at no cost to the City:
- i) provide regular unscheduled inspection of basement excavations by the Owner's agents to ensure sanitary connections remain capped until plumbing connections are made;
 - ii) provide a notice to all builders and homeowners within the development, complete with an acknowledgement of receipt, regarding sanitary private drain connections and the City's By-law WM-4 and secure against any infraction as a deterrent;
 - iii) wrap all manhole joints at time of installation; and,
 - iv) permit the City to install a flow monitor in the sewer to monitor inflow and infiltration and potential impacts to the Southwinds PS and if mitigation is required all flow data will be made available to the Owner
- 13 The Owner shall remove the temporary ditch inlet catchbasin (DICB), etc. and the existing easements on Lot 77 may be quit claimed, all to the satisfaction and specifications of the City Engineer and at no cost to the City.

24.10 WATER SERVICING

Add the following new Special Provisions:

- 14 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 400mm diameter watermain on Pack Road and the 200mm diameter watermain on Silver Creek Circle;
 - ii) Deliver confirmation that the watermain system has been looped to the satisfaction of the City Engineer when development is proposed to proceed beyond 80 units; and
 - iii) Have their consulting engineer prepare a Certificate of Completion of Works to confirm to the City that the watermain connection(s) to the 400 mm diameter watermain on Pack Road and the 200mm diameter watermain on Silver Creek Circle has been constructed, is operational, and is complete.
- 15 All development Blocks shall be serviced off the water distribution system internal to this Plan of Subdivision.
- 16 If the Owner requests the City to assume Silver Creek Circle 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 located on of Silver Creek Circle, 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 Condition 24.1 (___). The Owner shall provide the cash to the City at the request of the City prior to assumption of the subdivision if needed by the City.

24.11 ROADWORKS

17

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

- (p) Where traffic calming measures are required within this Plan:
- (i) The Owner shall erect advisory signs at all street entrances to this Plan for the purpose of informing the public of the traffic calming measures implemented within this Plan prior to the issuance of any Certificate of Conditional Approval in this Plan.
 - (ii) Where the raised intersection is located, the Owner shall install the raised intersection as a traffic control device, 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.
 - (iii) The Owner shall register against the title of all Lots and Blocks on Isleworth Road in this Plan, and shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of the said Lots and Blocks, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Lots and Blocks away from the traffic calming measures on the said streets, including raised intersections, 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 Pack Road via Colonel Talbot Road or other routes as designated by the City. Furthermore, there is a reduced load limit on Pack Road from Homewood Lane 1000 metres east and from Colonel Talbot Road to Bostwick Road in effect, so construction access shall be prohibited in the area.

Add the following new Special Provisions:

- 18 The Owner shall remove the temporary turning circle on Silver Creek Circle and adjacent lands, in Plan 33M-742 to the west of this Plan and complete the construction of Silver Creek Circle 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-742 for the removal of the temporary turning circle and the construction of this section of Silver Creek Circle 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 Silver Creek Circle in Plan 33M-742 is constructed as a fully serviced road by the Owner of Plan 33M-742, then the Owner shall be relieved of this obligation.
- 19 Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Isleworth Road and Silver Creek Circle adjacent to the raised intersection location that indicate Future Raised Intersection Location, as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.
- 20 Prior to assumption or when required by the City Engineer, the Owner shall install a raised intersection at the intersection of Isleworth Road and Silver Creek Circle, including permanent signage and pavement marking in a location, to the satisfaction of the City Engineer.
- 21 The Owner shall provide sidewalk links from Street 'B' (Silver Creek Circle) to the future sidewalk on Pack Road in accordance with the City of London Window Street Standard Guidelines UCC-2M to the satisfaction of the City, at no cost to the City. Breaks in the 0.3 metre reserve are to be identified on the survey plan when submitted to the City.
- 22 The Owner shall remove the existing temporary access road within the right-of-way limits of Street 'B' (Silver Creek Circle) and reconstruct Street 'B' (Silver Creek Circle) to City standards as a fully serviced road, all to the satisfaction of the City.

PLANNING

23. 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. Fencing shall be completed to the satisfaction of the City, within one (1) year of the registration of this Plan.
24. The Owner shall prepare and deliver to all homeowners an education package which explains the stewardship of natural area, the value of existing tree cover and the protection and utilization of the grading and drainage pattern on these lots. The educational package shall be prepared to the satisfaction of City and UTRCA.
25. The Owner shall not grade into any open space areas. Where Lots or Blocks abut an open space area, all grading of the developing Lots or Blocks at the interface with the open space areas are to match grades to maintain exiting 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 City.
26. Prior to construction, site alteration or installation of services, robust silt fencing/erosion control measures must be installed and certified with site inspection reports submitted to the Environmental and Parks Planning Division monthly during development activity along the edge of the ESA.

27. All parkland/open space blocks shall be sufficiently protected from sediment throughout the construction period. A sediment barrier shall be established along the park block limits to the satisfaction of Development Services and the City.
28. Within one (1) year of registration of this Plan, the Owner shall implement all the recommendations of the approved April 8, 2016 Tree Preservation Plan and Addendum (September 9, 2016), to the satisfaction of the City.
29. The Owner shall implement all recommendations from the October 27, 2015 approved Environmental Impact Study and addendum prepared by Stantec Consulting Inc. As part of the design studies, the owner shall indicate how each of the recommendations will be implemented (ie, design studies, engineering review, special provisions)
30. The Owner agrees to register on title and include in all Purchase and Sale and/or Lease Agreements 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. Further, the owner shall obtain approval of their proposed design to the satisfaction of the Managing Director of Planning, City Planner or his/her designate prior to any submission of an application for a building permit for corner lots with an exterior sideyard or an interior sideyard fronting a street, park or open space block in this Plan.
31. The Owner shall implement the recommendations of the Noise Assessment Report - Courtney Subdivision, prepared by Stantec Consulting Ltd. dated April 7, 2016, including the following:

i) Air Conditioning (D)

The Owner shall include in any submission for building permit applications for Lots 1, 28, 29 and 67, provisions for central air conditioning.

The Owner shall include the following warning clauses in all Agreements of Purchase and Sale and/or Lease for Lots 1, 28, 29 and 67:

"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 MOECC Publication NPC-216, Residential Air Conditioning Devices.)"

ii) Provision for Future Installation of Air Conditioning (Forced Air Central Heating)

The Owner shall include in any submission for building permit applications for Lots 2, 27, 30, 44-50, 65 and 66 within this Plan, provisions for forced air heating system and ducting, etc. which is sized to accommodate central air conditioning.

The following warning clause shall be registered on title and included in all Agreements of Purchase and Sale and/or Lease for Lots 2, 27, 30, 44-50, 65 and 66 within this Plan:

"This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air-conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality and Ministry of the Environment noise criteria."

(Note: The location and installation of the outdoor air conditioning device should be done so as to comply with noise criteria of MOE publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"

iii) Building Components

Noise reduction building components for Lots 1, 28, 29 and 67, shall meet EW5 building requirements. EW5 construction for exterior walls consists of gypsum board, vapour barrier, 38 x 89 mm studs, 50 mm minimum mineral wool or fiberglass batts, sheathing, 25 mm spacing, and 100 mm brick veneer or masonry.

iv) Noise Barriers

Prior to the issuance of any Certificates of Conditional Approval for Lots 1, 28, 29 and 67 in this Plan, the Owner shall construct the proposed noise walls adjacent to the rear yard and/or side property lines of each of the said Lots as shown on the accepted engineering drawings and have its professional engineer certify that the said walls were constructed in accordance with the accepted engineering drawings, all to the satisfaction of the City.

The Owner shall include in the Agreement of Purchase and Sale and/or Lease for the transfer Lots 1, 28, 29 and 67 in this Plan, a covenant by the purchaser or transferee stating that the purchaser or transferee of the Lot shall be responsible for the maintenance of the noise attenuation barrier in the future located on the said Lot, at no cost to the City. The City of London shall not be responsible for the maintenance, repair and/or replacement of the noise attenuation barrier.

v) Other Warning Clause

The Owner shall include the following warning clause in all Agreements of Purchase and Sale and/or Lease for Lot 66:

"Purchasers / tenants are advised that sound levels due to increasing road (rail) (air) traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of the Environment's noise criteria."

The Owner shall include the following warning clauses in all Agreements of Purchase and Sale and/or Lease for Lots 1, 28, 29 and 67:

"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 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."

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

32. The Owner shall provide the purchasers of all Lots in the subdivision with a zoning information package which explains Zoning requirements for residential driveway locations and widths. The Owner shall obtain and provide to the City written acknowledgement from the purchaser of each Lot 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.

SCHEDULE “C”

This is Schedule “C” to the Subdivision Agreement dated this _____ day of _____, 2021, between The Corporation of the City of London and 2219008 Ontario Limited to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Silver Creek Circle from Isleworth Road to south leg of Silver Creek Circle (p-loop) shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
- Isleworth Road and Silver Creek Circle (p-loop) (with the exception of the window street portion) have a minimum road pavement width (excluding gutters) of 6.0 metres with a minimum road allowance of 18 metres.
- Silver Creek Circle (window street portion) have a minimum road pavement width (excluding gutters) of 7.0 metres with a road allowance of 15.0 metres as per accepted engineering drawings
- Isleworth Road from Pack Road to 30 metres south has a minimum road pavement width (excluding gutters) of 10.0 metres with a minimum road allowance of 21.5 metres. The widened road on Isleworth Road shall be equally aligned from the centreline of the road and tapered back to the 6.0 metres of road pavement width (excluding gutters) and 18.0 metres of road allowance width for this street with 30 metre long tapers on both street lines.

Sidewalks

A 1.5 metre (5 foot) sidewalk shall be constructed on both sides of all streets in this Plan in accordance with the approved Southwest Area Plan (SWAP) and London Plan.

Sidewalk links from Silver Creek Circle to the existing sidewalk on Pack Road in accordance with the City of London Window Street Standard Guidelines UCC-2M to the satisfaction of the City, at no cost to the City. Breaks in the 0.3 metre reserve are to be identified on the survey plan when submitted to the City.

Pedestrian Walkways

There are no pedestrian walkways within this Plan.

SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2021, between The Corporation of the City of London and 2219008 Ontario Limited to which it is attached and forms a part.

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

LANDS TO BE CONVEYED TO THE CITY OF LONDON:

0.3 metre (one foot) reserves:	NIL
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	BLOCK 78
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 _____, 2021, between The Corporation of the City of London and 2219008 Ontario 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:	\$ 330,682
BALANCE PORTION:	<u>\$1,873,862</u>
TOTAL SECURITY REQUIRED	\$2,204,544

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 _____, 2021, between The Corporation of the City of London and 2219008 Ontario Limited to which it is attached and forms a part.

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

Multi-Purpose Easements:

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

Appendix B – Claims and Revenues

This subdivision shall be registered in one phase consisting of Lots 1 to 77 inclusive and Block 78.

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
Total Costs (This Agreement)	Nil

Estimated DC Revenue in this Agreement

Item	Estimated DC Revenues
CSRF Total (This Agreement)	\$2,630,166

1. Estimated DC Claim Costs are for Owner led construction projects and do not include City led projects required to accommodate growth.
2. Estimated DC Revenues are calculated using current DC rates. The City employs a “citywide” approach to cost recovery for all eligible growth services, therefore the Estimated DC Claim Costs and Revenues in the table above are not directly comparable.
3. There are no anticipated claims associated with this development.