

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: Auburn Developments Inc.
3924-4138 Colonel Talbot Road
Heathwoods Subdivision – Phase 2 – Special Provisions

Meeting on: April 26, 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 Auburn Developments Inc. for the subdivision of land over situated on the east side of Colonel Talbot Road, north of Lambeth Walk, municipally known as 3924-4128 Colonel Talbot Road;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Auburn Developments Inc. for the Heathwoods Subdivision, Phase 2 (39T-12503) attached as Appendix “A”, **BE APPROVED**;
- (b) the Applicant **BE ADVISED** that Development Finance has summarized the claims and revenues attached as Appendix “B”;
- (c) the financing for this project **BE APPROVED** as set out in the Source of Financing Report attached as Appendix “C”;
- (d) 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 Auburn Developments inc. for the Heathwoods Subdivision, Phase 2 (39T-12503-2).

Linkage to the Corporate Strategic Plan

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

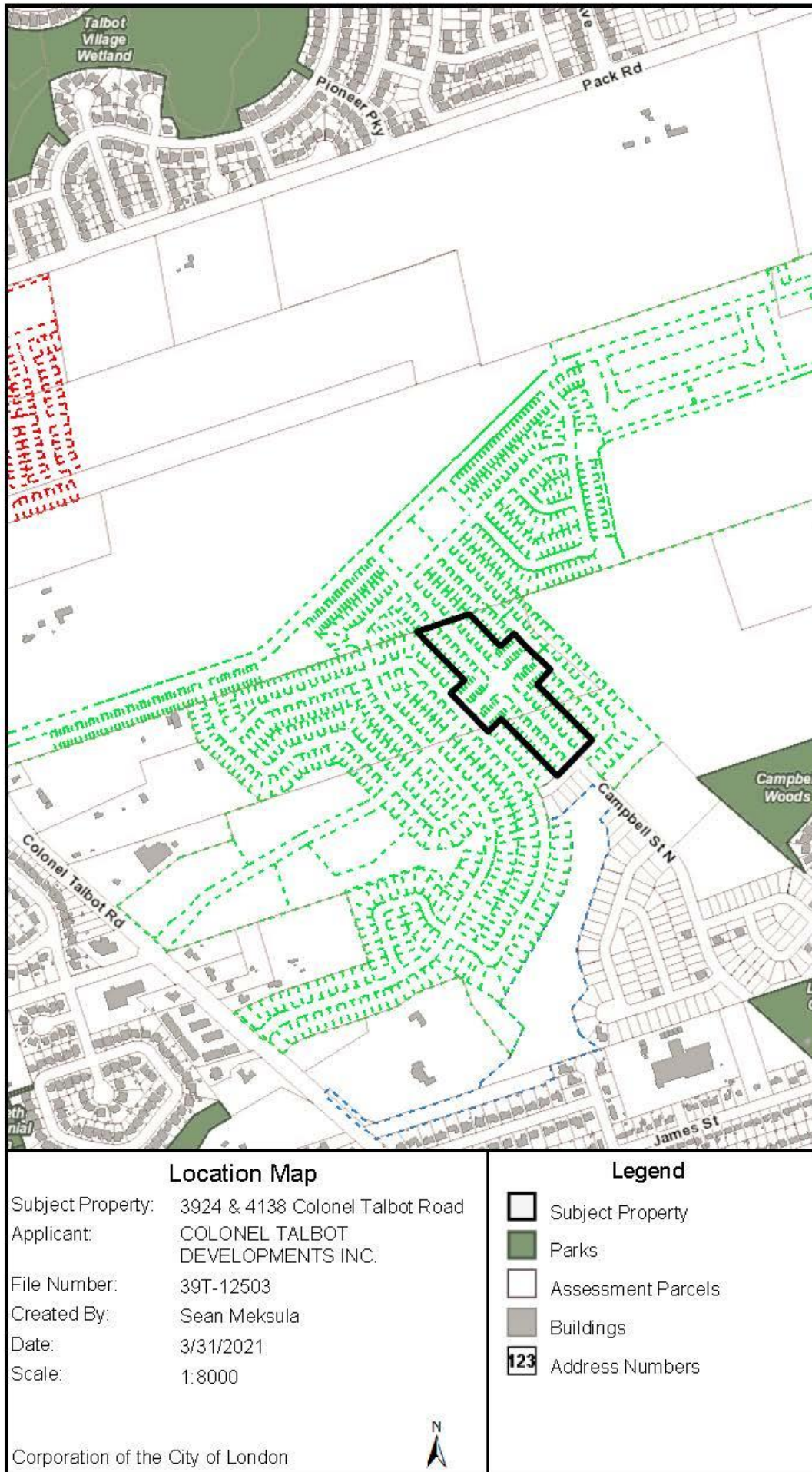
Analysis

1.0 Background Information

1.1 Property Description

The subject lands are located in the southwest quadrant of the City and are included in the Lambeth Planning Area. The overall subdivision (39T-12503) is comprised of 64.7 hectares of land located east of Colonel Talbot Road and North of Lambeth Walk. Phase 2 of this development is comprised of forty-eight (48) single family residents and twenty (20) street townhouse dwellings.

1.2 Location Map



1.3 Heathwoods Subdivision Phase

PLAN OF SUBDIVISION OF
PART OF LOT 74, CONCESSION EAST OF THE
NORTH BRANCH OF THE TALBOT ROAD
(REGISTRAR'S DIVISION OF VULNERABLES)

CITY OF LONDON

Sonitec Geomatics Ltd.

APPROVED UNDER SECTION 51 OF THE PLANNING ACT
THIS _____ DAY OF _____ 20__.

DATE OF ISSUE
BY THE REGISTRAR
APPROVED UNDER SECTION 51 OF THE PLANNING ACT

PLAN 33M-
I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE
FOR THE LANDS DIVISION OF ABERDEEN N. _____ OFFICE
ON THE _____ DAY OF _____ 20__ AND ENTERED IN THE
REGISTERED CONVEYANCES AND INSTRUMENTS DIVISION OF THE
REGISTERED CONVEYANCES AND INSTRUMENTS DIVISION OF THE
LAND REGISTRY OFFICE FOR THE LANDS DIVISION OF ABERDEEN N. AS
NUMBER NR _____.

REGISTRATION AND INSTRUMENTS

LEGAL DESCRIPTION	NR
ALL LOT 74, CONCESSION EAST OF THE NORTH BRANCH OF THE TALBOT ROAD (PART OF PLAN 139-1)	(PART OF) NR139-1
ALL LOT 74, CONCESSION EAST OF THE NORTH BRANCH OF THE TALBOT ROAD (PART OF PLAN 33M-)	(PART OF) NR33M-

STATEMENTS BY THE REGISTERED OWNER(S) FOR THE CONCESSION EAST OF THE NORTH BRANCH OF THE TALBOT ROAD

I, _____ REGISTERED OWNER(S) OF THE CONCESSION EAST OF THE NORTH BRANCH OF THE TALBOT ROAD, HEREBY STATE THAT THE LAND SHOWN ON THIS PLAN IS THE LAND SHOWN ON THE FOLLOWING PLANS:

PLAN	DESCRIPTION
139-1	CONCESSION EAST OF THE NORTH BRANCH OF THE TALBOT ROAD (PART OF)
33M-	CONCESSION EAST OF THE NORTH BRANCH OF THE TALBOT ROAD (PART OF)

STATEMENTS BY THE REGISTERED OWNER(S) FOR THE CONCESSION EAST OF THE NORTH BRANCH OF THE TALBOT ROAD

I, _____ REGISTERED OWNER(S) OF THE CONCESSION EAST OF THE NORTH BRANCH OF THE TALBOT ROAD, HEREBY STATE THAT THE LAND SHOWN ON THIS PLAN IS THE LAND SHOWN ON THE FOLLOWING PLANS:

PLAN	DESCRIPTION
139-1	CONCESSION EAST OF THE NORTH BRANCH OF THE TALBOT ROAD (PART OF)
33M-	CONCESSION EAST OF THE NORTH BRANCH OF THE TALBOT ROAD (PART OF)

STATEMENTS BY THE REGISTERED OWNER(S) FOR THE CONCESSION EAST OF THE NORTH BRANCH OF THE TALBOT ROAD

I, _____ REGISTERED OWNER(S) OF THE CONCESSION EAST OF THE NORTH BRANCH OF THE TALBOT ROAD, HEREBY STATE THAT THE LAND SHOWN ON THIS PLAN IS THE LAND SHOWN ON THE FOLLOWING PLANS:

PLAN	DESCRIPTION
139-1	CONCESSION EAST OF THE NORTH BRANCH OF THE TALBOT ROAD (PART OF)
33M-	CONCESSION EAST OF THE NORTH BRANCH OF THE TALBOT ROAD (PART OF)

Stantec
Sonitec Geomatics Ltd.

139-1 CONCESSION EAST OF THE NORTH BRANCH OF THE TALBOT ROAD (PART OF)

2.0 Discussion and Considerations

2.1 Development Proposal

Phase 2 of the plan of subdivision will consist of 54 single detached lots (Lots 1 to 33, Lots 36 to 51, Lots 55 to 59, Lots 62 to 77, 88 and 89), part of Lots 34, 35, 52, 53, 54, 60 and 61, Blocks 78 to 81, Blocks 257, 259, 260 and 262 served by the extension of Campbell Street North, Ayrshire Avenue and a new *enter street type* (Hayward Drive).

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 existing draft plan process and subdivision agreement conditions.

Conclusion

Development Services staff are satisfied with the proposed special provisions for the Heathwoods 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: Sean Meksula, 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

April 19, 2021
GK/PY/SM/jar

Appendix A – Special Provisions

5. STANDARD OF WORK

Add the following new Special Provisions:

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 8, 30, 55, 61, 62 and 68 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

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

~~15.3 The Owner shall set aside an area or areas (being Block(s) _____) as a site or sites for school purposes to be held subject to the rights and requirements of any School Board having jurisdiction in the area.~~

~~15.4 The School Boards shall have the right, expiring three (3) years from the later of the date on which servicing of the relevant site is completed to the satisfaction of the City or the date on which seventy percent (70%) of the Lots in the subdivision have had building permits issued, to purchase the site and may exercise the right by giving notice to the Owner and the City as provided elsewhere in this Agreement and the transaction of purchase and sale shall be completed no later than two (2) years from the date of giving notice.~~

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

~~15.6 Where all School Boards have waived the right to purchase, the City shall then have the right for a period of two (2) years from the date on which the right to purchase by the School Board has expired or has been was waived as the case may be, to purchase the site for municipal purposes and may exercise the right by giving notice to the Owner as provided elsewhere in this Agreement and the transaction of purchase and sale shall be completed no later than sixty (60) days from the date of giving notice.~~

~~15.7 The Owner agrees that the school blocks shall be:~~

- ~~(a) graded to a one percent (1%) grade or grades satisfactory to the City, the timing for undertaking the said works shall be established by the City prior to the registration of the Plan; and~~
- ~~(b) top-soiled and seeded to the satisfaction of the City, the timing for undertaking the said works to be established prior to assumption of the subdivision by the City.~~

~~15.8 Where the Owner has been required to improve the site by grading, top-soil and seeding, the responsibility of the Owner for the maintenance of the site shall cease upon completion by the Owner of its obligations under this Agreement.~~

24.1 STANDARD REQUIREMENTS

Add the following Special Provisions:

3. It is hereby acknowledged that W3 – Lambeth Farms Inc. and Colonel Talbot Developments Inc. have entered into a separate mutual binding agreement between the two parties, dated November 5th, 2020 which describes the works to be undertaken by each party including but not limited to the installation of services, utilities etc., as described in the agreement and outlines the agreed to financial compensation and responsibilities of each party.

It is further acknowledged that Colonel Talbot Development Inc. and W3 - Lambeth Farms Inc. have mutually granted access over their respective lands as necessary to perform the works as agreed to under said agreement. The private agreement between Colonel Talbot Development Inc. and W3 - Lambeth Farms Inc. does not in any way alter or limit the Owner's obligations under this subdivision agreement.
4. Upon acceptance of this Agreement, W3 – Lambeth Farms Inc., acting as the Owner's Agent, shall separately provide a third party Letter of Credit to satisfy the required CASH portion of securities described in Schedule "E" of the subdivision agreement, in accordance with the City's Subdivision and Development Agreement Security Policy. The security shall be provided for the purposes described in this agreement, which include ensuring the completion of all servicing for this Plan and constructing Campbell Street North, Ayrshire Avenue and Hayward Avenue within the Plan and fronting the Ayrshire Lots and Blocks as required to obtain Conditional Approval. Prior to registration, the Owner shall post the BALANCE portion and any remaining security required by the City under this agreement as per the City's policies on securities and assumption. Securities posted by W3 – Lambeth Farms Inc. on the Owner's behalf shall not be released until sufficient securities are posted by the Owner at registration, to the satisfaction of the City.
5. Should the plan of subdivision to the north (W3 Subdivision Phase 1) not develop in conjunction with this Plan, additional temporary turning circles, automatic flushing devices and an emergency access are required prior to Conditional Approval, the Owner may be required to provide additional securities, the Subdivision Agreement and the engineering drawings may need to be amended, to the satisfaction of the City.
6. The Owner shall not develop in excess of 80 units in this Plan of Subdivision until a second access and a looped watermain are available, to the satisfaction of the City.
7. Prior to assumption and in conjunction with the Final Lot Grading Certificate, the Owner shall make any amendments to the 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 Lots 8 to 14, 24 to 30, 55 to 61 and 62 to 68, all inclusive, all at no cost to the City.
8. The Owner shall install servicing on streets in this plan of subdivision fronting proposed street townhouse blocks as per the accepted engineering drawings, all to the satisfaction of the City, at no cost to the City.
9. 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.

10. The Owner shall make arrangements with the owner of lands to the north to combine Blocks 78, 79, 80, 81, 257, 259, 260 and 262 of this Plan, in conjunction with lands to the north in Plan 39T-17503 (W3 – Lambeth Farms Inc.) to create a developable Lot/Block, all to the satisfaction of the City.
11. The Owner shall hold Blocks 78, 79, 80 and 81, 257, 259, 260, 262 out of development until adjacent lands to the north (W3 Subdivision Phase 1) develop in the future, to the satisfaction of the City.
12. 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 the temporary turning circle on Hayward Drive outside this Plan, an amount of \$5,000.
 - (ii) Removal of automatic flushing devices/blowoffs in future, an amount of \$5,000 each flusher for a total amount of \$10,000
13. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make all necessary arrangements with the owner of Plan 33M-762 to make adjustments to the existing works and services on Campbell Street North in Plan 33M-762 adjacent to this plan to accommodate the proposed works and services on this street in this Plan (e.g. 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.

24.2 CLAIMS

Remove Subsection 24.2 (c) and **replace** with the following:

- (c) The Owner may, upon approval of this Agreement and completion of the works, make application to Development Finance for payment of the sum alleged to be owing, and as confirmed by the City Engineer (or designate) and the City Treasurer (or designate). Payment will be made pursuant to any policy established by Council to govern the administration of the said Development Charge Reserve Fund.

The anticipated reimbursements from the Development Charge Reserve Funds are:

- (i) for the construction of oversized sanitary sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$20,123, excluding HST;
- (ii) for the construction of oversized storm sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$233,369, excluding HST;

24.6 EROSION AND SEDIMENT CONTROL

Add the following new Special Provisions:

15. All temporary erosion and sediment control measures, 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:

16. The Owner shall maintain positive drainage in this Plan as per the accepted engineering drawings, all to the satisfaction of the City.
17. The Owner shall include in the Agreement of Purchase and Sale for the transfer of Lots 24 to 30 and Lots 55 to 61 in this Plan, all inclusive, as an overland flow route is located between the said Lots, a covenant by the purchaser or transferee to observe and comply with the following:
 - i) The purchaser or transferee shall not alter or adversely affect the said overland flow route on the said Lots as shown on the accepted lot grading and servicing drawings for this subdivision.

The Owner further acknowledges that no landscaping, vehicular access, parking access, works or other features shall interfere with the above-noted overland flow route, grading or drainage.

18. The Owner shall maintain the existing overland flow route on Lots 24 to 30 and Lots 55 to 61, all inclusive as per the accepted engineering drawings, to the satisfaction of the City Engineer.
19. 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.
20. 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 the north, east and west to regrade a portion of the property abutting this Plan, 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:

21. Prior to assumption, the Owner shall operate, monitor and maintain the stormwater works associated with this Plan. The Owner shall ensure that any removal and disposal of sediment is to an approved site in accordance with the Ministry of the Environment and the Ministry of Natural Resources.
22. 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.

24.9 SANITARY AND STORM SEWERS

23. **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 1350 mm diameter storm sewer on Campbell Street North and outletting to the North Lambeth Regional Stormwater Management Facility P9 in accordance with the accepted engineering drawings, to the satisfaction of the City.

24. **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 300mm sanitary sewer located on Campbell Street that connects to the existing 750mm trunk sanitary sewer on Campbell Street (GMIS SS15A) in accordance with the accepted engineering drawings, to the satisfaction of the City.

Add the following new Special Provisions:

26. The Owner shall connect any existing field tiles into the proposed storm sewer system as per the accepted engineering drawings, to the satisfaction of the City.
27. The Owner shall install servicing on streets in this plan of subdivision fronting proposed street townhouse blocks as per the accepted engineering drawings, all to the satisfaction of the City, 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 200 mm diameter watermain on Campbell Street North, the future 200mm diameter watermain on Campbell Street North and the future 200mm diameter watermain on Ayrshire Avenue;
 - ii) If the subject Plan develops in advance of the subdivision to the North of this Plan (39T-17503), 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 200 mm diameter watermains on Campbell Street North and the 200mm diameter watermain on Ayrshire Avenue has been constructed, is operational, and is complete.
29. If the Owner requests the City to assume Hayward Drive, east and west limits, with the automatic flushing device still in operation, all as shown on this Plan of Subdivision, prior to its extension to the east and west, 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 and west limits of Hayward 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, a total amount of \$10,000 for which amount sufficient security is to be provided in accordance with Condition 24.1 (___). The Owner shall provide the cash to the City at the request of the City prior to assumption of the subdivision if needed by the City.
30. Should the plan of subdivision to the north (W3 Subdivision Phase 1) not develop at the time of the issuance of a Certificate of Conditional Approval, the Owner shall provide automatic flushing devices at the north limit of Campbell Street North and Ayrshire Avenue. Sufficient security is to be provided in the amount of \$5,000 per automatic flushing device, all to the satisfaction of the City.

Should automatic flushing devices be located at the north limits of Campbell Street North and Ayrshire Avenue, if the Owner requests the City to assume Campbell Street North and Ayrshire Avenue, with the automatic flushing device still in operation, all as shown on this Plan of Subdivision, prior to its extension to the north, 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 and west limits of Hayward Avenue 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, a total amount of \$10,000 for which amount sufficient security is to be provided. 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

31. **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 a roundabout is located, the Owner shall install the roundabout 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.
 - (iii) The Owner shall register against the title of all Lots and Blocks on Campbell Street North and Hayward 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 the roundabout, and splitter islands to be installed as traffic control devices, to the satisfaction of the City Engineer.

32. **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 Colonel Talbot Road via Royal Magnolia Avenue or as designated by the City.

Add the following new Special Provisions:

33. The Owner shall construct a temporary turning circle at the west limit of Hayward Avenue, to the satisfaction of the City Engineer and at no cost to the City.

If the Owner requests the City to assume Hayward Drive, all as shown on this Plan of Subdivision, prior to its extension to the west, 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 temporary turning circle at the west limit of Hayward Drive and completing the curb and gutter, asphalt pavement, Granular 'A', Granular 'B', sodding of the boulevard, 1.5metre concrete sidewalks on both sides, and restoring adjacent lands, including the relocation of any driveways, all to the specifications of the City. The estimated cost, including legal fees for releasing easements and/or transferring blocks, and doing the above-noted work on this street is \$5,000 for which amount sufficient security is to be provided in accordance with Condition 24.1 (___). The Owner shall provide the cash to the City at the request of the City prior to assumption of the subdivision if needed by the City.

When the lands abutting this Plan of Subdivision develop and the temporary turning circle is removed, the City will quit claim the easements which were used for temporary turning circle purposes which are no longer required at no cost to the City.

34. Should the plan of subdivision to the north (W3 Subdivision Phase 1) not develop at the time of the issuance of a Certificate of Conditional Approval, the Owner

shall construct a temporary turning circle at the north limit of Campbell Street North, and grant the appropriate easement, to the satisfaction of the City Engineer and at no cost to the City.

If the Owner requests the City to assume Campbell Street North, all as shown on this Plan of Subdivision, prior to its extension to the north, 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 temporary turning circle at the north limit of Campbell Street North and completing the curb and gutter, asphalt pavement, Granular 'A', Granular 'B', sodding of the boulevard, 1.5metre concrete sidewalks on both sides, and restoring adjacent lands, including the relocation of any driveways, all to the specifications of the City. The estimated cost, including legal fees for releasing easements and/or transferring blocks, and doing the above-noted work on this street is \$20,000 for which amount sufficient security is to be provided. 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.

When the lands abutting this Plan of Subdivision develop and the temporary turning circle is removed, the City will quit claim the easements which were used for temporary turning circle purposes which are no longer required at no cost to the City.

35. Should the plan of subdivision to the north (W3 Subdivision Phase 1) not develop at the time of the issuance of a Certificate of Conditional Approval, the Owner shall construct a temporary turning circle at the north limit of Ayrshire Avenue, and grant the appropriate easement, to the satisfaction of the City Engineer and at no cost to the City.

If the Owner requests the City to assume Ayrshire Avenue, all as shown on this Plan of Subdivision, prior to its extension to the north, 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 temporary turning circle at the north limit of Ayrshire Avenue and completing the curb and gutter, asphalt pavement, Granular 'A', Granular 'B', sodding of the boulevard, 1.5metre concrete sidewalks on both sides, and restoring adjacent lands, including the relocation of any driveways, all to the specifications of the City. The estimated cost, including legal fees for releasing easements and/or transferring blocks, and doing the above-noted work on this street is \$20,000 for which amount sufficient security is to be provided. 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.

When the lands abutting this Plan of Subdivision develop and the temporary turning circle is removed, the City will quit claim the easements which were used for temporary turning circle purposes which are no longer required at no cost to the City.

36. Barricades are to be maintained at the east and west limits of Hayward Drive until adjacent lands develop in the future or as otherwise directed by the City. At the time of assumption of this Plan or as otherwise directed by the City, the Owner shall remove the barricades 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, or as otherwise directed by the City Engineer, the Owner shall construct a roundabout, including splitter islands, at the intersection of Campbell Street North and Hayward Drive, including permanent signage and pavement markings, or provide alternative measures as determined by the City, to the satisfaction of the City Engineer, at no cost to the City.

24.xx PLANNING

38. The Owner shall, within two years of registration of any phase of development, prepare and deliver to all homeowners adjacent to any open space, an education package which explains the stewardship of the natural area, the value of existing tree cover, and the protection and utilization of the grading and drainage pattern of these lots. The educational package shall be prepared to the satisfaction of the City.

24.xx BELL CANADA

Add the following new Special Provisions:

40. The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
41. The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

SCHEDULE "C"

This is Schedule "C" to the Subdivision Agreement dated this _____ day of _____, 2021, between The Corporation of the City of London and Colonel Talbot Developments Inc. to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Hayward Drive and Campbell Street North shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 21.5 metres.

- Ayrshire 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 as per the accepted engineering drawings.

Pedestrian Walkways

There are no pedestrian walkways in 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 Colonel Talbot Developments Inc. to which it is attached and forms a part.

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

LANDS TO BE CONVEYED TO THE CITY OF LONDON:

0.3 metre (one foot) reserves:	Blocks 82 and 83
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	Nil or deferred to other phases within the plan of subdivision.
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 Colonel Talbot Developments Inc. to which it is attached and forms a part.

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

CASH PORTION:	\$ 321,800
BALANCE PORTION:	<u>\$1,823,533</u>
TOTAL SECURITY REQUIRED	\$2,145,332

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 Colonel Talbot Developments Inc. to which it is attached and forms a part.

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

Multi-Purpose Easements:

- (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) Servicing stubs at east limit of Hayward Drive
 - (ii) Servicing stubs at south limit of Ayrshire Avenue

- (b) Temporary turning circle easements shall be deeded to the City in conjunction with this Plan over lands outside this Plan west limit of Hayward Drive.

Appendix B – Claims and Revenues

Estimated Costs and Revenues

Estimated DC Claim Costs	Estimated Cost (excludes HST)
Claims for Owner led construction from CSRF	
- Sanitary Sewer Oversizing.(DC19WW1001)	\$20,123
- Storm Sewer Oversizing.(DC19MS1001)	\$233,369
Total	\$253,492
Estimated DC Revenues (January 1, 2021 to December 31, 2021 Rates)	Estimated Revenue
CSRF TOTAL	\$2,766,798

- 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 The Oversizing Subsidy costs are based on estimates from the accepted engineering drawings and the current DC By-law. Final claim payments will be approved based on constructed quantities in conjunction with the DC By-law.

Approved by:

Date

Paul Yeoman
Director, Development Finance

Appendix C – Source of Financing

#21059

April 26, 2021
(39T-12503-2)

Chair and Members
Planning and Environment Committee

RE: Subdivision Special Provisions - Heathwoods Phase 2 Subdivision
Colonel Talbot Developments Inc.
Capital Project ES514519-Wastewater Internal Oversizing (2520577)
Capital Project ES542919-Storm Sewer Internal Oversizing (2520578)

Finance and Corporate Services Report on the Sources of Financing:

Finance and Corporate Services confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget, and that, subject to the approval of the Managing Director, Development and Compliance and Chief Building Official, the detailed source of financing is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
ES514519-Wastewater Internal Oversizing				
Engineering	200,000	0	0	200,000
Construction	866,453	8,629	20,477	837,347
Total ES514519	1,066,453	8,629	20,477	1,037,347
ES542919-Storm Sewer Internal Oversizing				
Engineering	200,000	0	0	200,000
Construction	7,577,079	1,504,948	237,476	5,834,655
Total ES542919	7,777,079	1,504,948	237,476	6,034,655
Total Expenditures	\$8,843,532	\$1,513,577	\$257,953	\$7,072,002
Sources of Financing				
ES514519-Wastewater Internal Oversizing				
Drawdown from City Services - Wastewater Reserve Fund (Development Charges) (Note 1)	1,066,453	8,629	20,477	1,037,347
Total ES514519	1,066,453	8,629	20,477	1,037,347
ES542919-Storm Sewer Internal Oversizing				
Drawdown from City Services - Stormwater Reserve Fund (Development Charges) (Note 1)	7,777,079	1,504,948	237,476	6,034,655
Total ES542919	7,777,079	1,504,948	237,476	6,034,655
Total Financing	\$8,843,532	\$1,513,577	\$257,953	\$7,072,002
Financial Note				
	ES514519	ES542919	Total	
Contract Price	\$20,123	\$233,369	\$253,492	
Add: HST @13%	2,616	30,338	32,954	
Total Contract Price Including Taxes	22,739	263,707	286,446	
Less: HST Rebate	-2,262	-26,231	-28,493	
Net Contract Price	\$20,477	\$237,476	\$257,953	

Note 1: Development Charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.

Kyle Murray
Director, Financial Planning & Business Support
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