

## 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: W-3 Lambeth Farms Inc.  
3700 Colonel Talbot Road and 3645 Bostwick Road  
W-3 Farms Subdivision – Phase 1 – 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 W-3 Lambeth Farms Inc. for the subdivision of lands bounded by Bostwick Road to the east and Colonel Talbot Road to the west; mid-block between Pack Road and the planned Kilbourne Road extension. The subject sites, approximately 53.0 ha (130.9 ac) in size, are generally described as Part of Lots 74 and 75, Concession East of the North Branch of Talbot Road (Westminster).

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and W-3 Lambeth Farms Inc. for the W-3 Farms Subdivision, Phase 1 (39T-17503) 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 W-3 Farms Inc. for the W-3 Farms Subdivision, Phase 2 (39T-17503-2).

## Linkage to the Corporate Strategic Plan

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

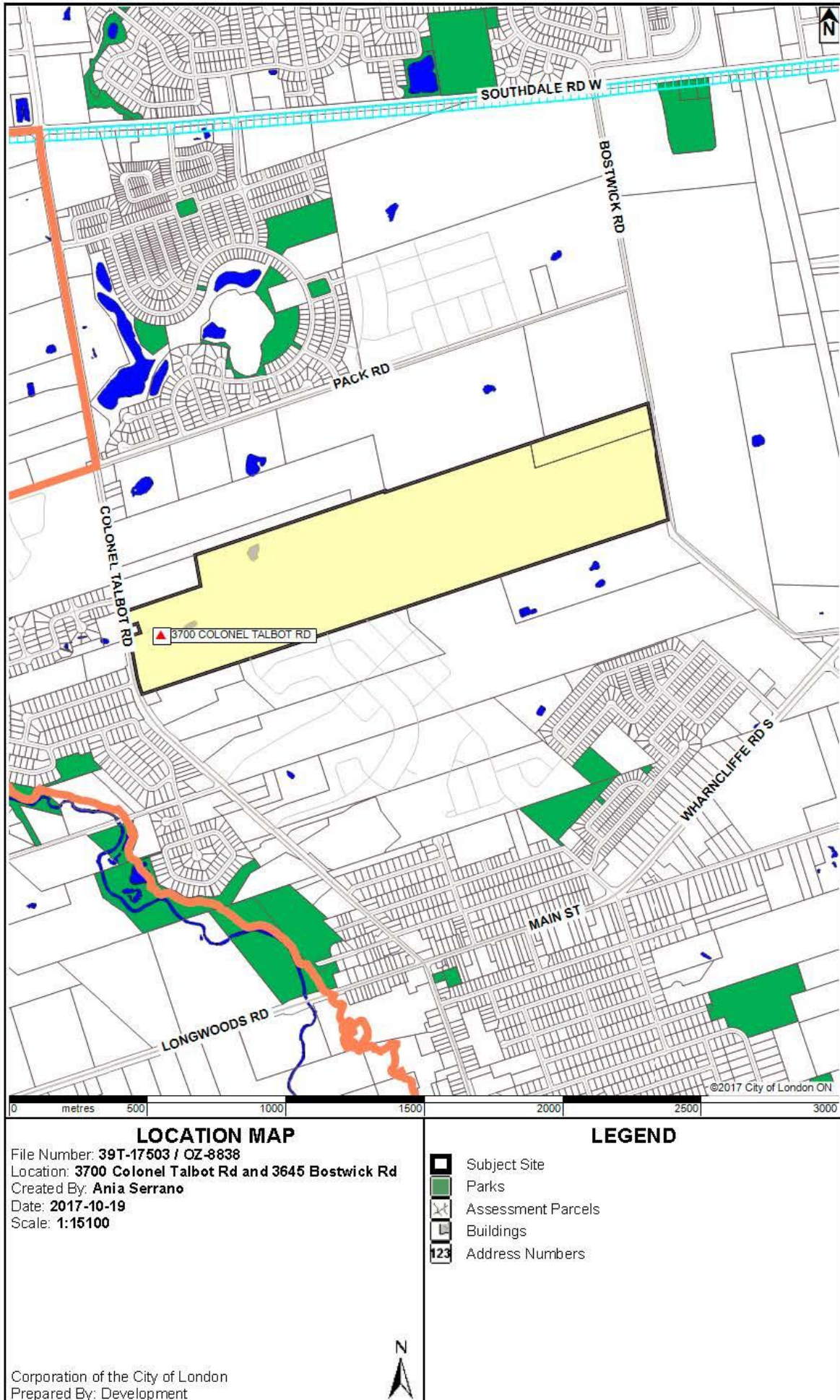
## Analysis

### 1.0 Background Information

#### 1.1 Property Description

The subject properties are located on lands bounded by Bostwick Road to the east and Colonel Talbot Road to the west, mid-block between Pack Road and the planned Kilbourne Road extension. The subject site measures approximately 18.63 ha (46.04 ac) in size and is generally described as Part of lot 74, Concession North of the East Branch of Talbot Road (Westminster). The subject site is irregular in shape and includes 63.2 m (207.3 ft) of frontage along Colonel Talbot Road and extends to the east approximately 1200 m (3937 ft) where it will abut the next phase of development to the east. Currently, the lands are used predominately for agricultural purposes.

## 1.2 Location Map





## 2.0 Discussion and Considerations

### 2.1 Development Proposal

Phase 1 of the plan of subdivision will consist of 258 lots for single detached dwellings and street townhouse dwellings, eight (8) blocks (Blocks 262-266, 268, 270, 273, 275) to be merged together for eleven (11) future lots for single detached dwellings, three (3) commercial/residential mixed use blocks (Blocks 259 and 260), one (1) cluster/low rise residential block (Block 261), two (2) park blocks (Block 276 and 278), one (1) walkway block (Block 277), five (5) 0.3 m reserve blocks (Blocks 280, 281, 282, 283 and 284 all served by two (2) new secondary collector/neighbourhood connector roads (Royal Magnolia Ave and Campbell Street North), and four (4) new local/neighbourhood streets (Heathwoods Avenue, Ayrshire Avenue, Big Leaf Trail and Petalpath Way).

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 Division staff are satisfied with the proposed special provisions for the W-3 Farms Subdivision – Phase 1, 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

April 19, 2021  
GK/PY/MC/jar

## 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 212, 221, 222, 227, 228, 233, 234, 239 and 240, 251 and 252 in this Plan and all other affected Lots shown on the accepted plans and drawings, and shall include this information in the Agreement of Purchase and Sale or Lease for the transfer of each of the affected Lots, a covenant by the purchaser or transferee to observe and comply with the minimum building setbacks and associated underside of footing (U.S.F.) elevations, by not constructing any structure within the setback areas, and not disturbing the catchbasin and catchbasin lead located in the setback areas. This protects these catchbasins and catchbasin leads from damage or adverse effects during and after construction. The minimum building setbacks from these works and associated underside of footing (U.S.F.) elevations have been established as indicated on the Subdivision Lot Grading Plan, attached hereto as **Schedule "I"** and on the servicing drawings accepted by the City Engineer.

### 15. PROPOSED SCHOOL SITES

**Remove** Subsections 15.3 to 15.8 as there are no school blocks in this Plan of Subdivision:

- ~~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 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 5<sup>th</sup>, 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

5. The Owner acknowledges that lands identified as 3423 Colonel Talbot Road south of this Plan are being developed as Heathwoods Phase 2 Subdivision. The Owner shall co-operate and co-ordinate as necessary with the developer of Heathwoods Phase 2 Subdivision, to complete the projects, including providing access to the lands and easements as necessary.
6. 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 192 to 258, inclusive, all at no cost to the City.
7. 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.

8. The Owner shall make arrangements with the owner of lands to the south to combine Blocks 262, 263, 264, 265, 266, 268, 270, 273 and 275 of this Plan, in conjunction with lands to the south in Plan 39T-12503 to create a developable Lot/Block, all to the satisfaction of the City.
9. The Owner shall hold Blocks 262, 263, 264, 265, 266, 268, 270, 273 and 275 out of development until adjacent lands to the south (Heathwoods Phase 2 Subdivision) develop in the future, to the satisfaction of the City.
10. 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 east limit of Royal Magnolia Avenue 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 \$25,000

## 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 a section of SS15A trunk sanitary sewer, the estimated cost of which is \$202,384, excluding HST, as per the approved Work Plan;
- (ii) for the engineering costs related to the construction of a section of SS15A trunk sanitary sewer, the estimated cost of which is \$ 23,220, excluding HST, as per the approved Work Plan;
- (iii) for construction of the recreational pathway system and associated park features within Blocks 276, 277 and 278, at an estimated cost of which is \$73,783, as per the approved Work Plan;
- (iv) for engineering of the recreational pathway system and associated park features within Blocks 276, 277 and 278, at an estimated cost of which is \$19,250 as per the approved Work Plan;

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.

## 24.6 EROSION AND SEDIMENT CONTROL

**Add** the following new Special Provisions:

- 12. 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.
- 13. The Owner shall hold Lots 56 to 59 and Lots 61 to 65 out of development until the temporary sediment basins are decommissioned, to the satisfaction of the City.

## 24.7 GRADING REQUIREMENTS

**Add** the following new Special Provisions:

- 14. The Owner shall grade the portion of Lot 258, which have a common property line with Colonel Talbot Road, to blend with the ultimate profile of Colonel Talbot Road, in accordance with the accepted engineering drawings, all to the specifications and satisfaction of the City and at no cost to the City.
- 15. The Owner shall include in the Agreement of Purchase and Sale for the transfer of each of Lots 212, 213, 214, 215, 222, 223, 224, 225, 226, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257 and 258 in this Plan, all inclusive, as an overland flow route is located on 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 engineering 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.

16. The Owner shall maintain the existing overland flow route Lots 212, 213, 214, 215, 222, 223, 224, 225, 226, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244 , 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257 and 258 , all inclusive, as per the accepted engineering drawings, to the satisfaction of the City Engineer.
18. 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.
19. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct an overflow weir with a rip rap spillway on Castleoaks Street, north of Royal Magnolia Avenue as per the accepted engineering drawings, to the satisfaction of the City.
20. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct an overflow spillway at the south limit of Castleoaks Street, external to this Plan, and provide the necessary easements, as per the accepted engineering drawings, to the satisfaction of the City.
21. The Owner shall restore all disturbed areas to as new condition and is to be hydro-seeded as per the accepted engineering drawings, to the satisfaction of the City.
22. 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 and south 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:

23. 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.
24. 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.
25. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall decommission the existing temporary sediments and all associated works, all to the satisfaction of the City Engineer. The Owner is responsible for all costs related to the decommissioning and redirection of sewers and overland flow routes.
26. 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**

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

- (b) The Owner shall construct storm sewers to service the Lots and Blocks in this Plan, which is located in the Dingman Creek Subwatershed, and outlet for this Plan is the North Lambeth Regional Stormwater Management Facility P9 via the storm sewer to be provided by the subdivision south of this Plan namely Heathwoods Subdivision Phase 2 who is to construct a storm sewer on Campbell Street North from the existing 1350 mm diameter storm sewer in Plan 33M-762,



n accordance with the accepted engineering drawings, to the satisfaction of the City.

28. **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 sanitary sewage system being the extension of the 250mm and 300 mm sanitary sewers located on Campbell Street external to this Plan that is being extended to the limits of W3 Farms as part of and in conjunction with the adjacent Heathwoods Subdivision Phase 2 that will ultimately connect to the existing 750mm trunk sanitary sewer on Campbell Street in Plan 33M-762 in accordance with the accepted engineering drawings, to the satisfaction of the City.

**Add** the following new Special Provisions:

29. Prior to the issuance of any Certificate of Conditional Approval, the outlet sewers identified through the Plan of Subdivision to the south in Heathwoods Phase 2 Subdivision, Plan 33M-\_\_\_\_ must be constructed and deemed operational, all to the specifications and satisfaction of the City.
31. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a portion of the sanitary trunk SS15A and storm sewer on Castleoaks Street from Royal Magnolia Avenue southerly as per the accepted engineering drawings, all to the specifications and satisfaction of the City.
32. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall replace the culvert on Colonel Talbot Road at Royal Magnolia Avenue and all associated works as per the accepted engineering drawings, all to the specifications and satisfaction of the City.
33. The Owner shall redirect a portion of the sanitary flows identified in this Plan to the north once lands to the north develop, as per the accepted engineering drawings, to the satisfaction of the City. It is recognized in future through lands also owned by the Owner and as part of a future draft plan of subdivision, a portion of the flows from this Phase 1 of W3 Farms will ultimately be re-directed to the Colonel Talbot Pumping Station and the Oxford Wastewater Treatment Plant.
34. The Owner shall connect any existing field tiles into the proposed storm sewer system, to the satisfaction of the City.
35. The Owner shall either register against the title of Blocks 259 and 260, in this Plan, or shall include in the agreement of purchase and sale for the transfer of each of the Blocks, a covenant by the purchaser or transferee stating that the purchaser or transferee of the Blocks 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.
36. The Owner shall remove any temporary DICBS, etc. and any existing easements 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:

37. 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 600 mm diameter watermain on Colonel Talbot Road, 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 South of this Plan, Heathwoods Phase 2 Subdivision, Plan 33M-\_\_\_\_, 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 600 mm diameter watermain on Colonel Talbot Road, the 200mm diameter watermain on Campbell Street North, and the 200mm diameter watermain on Ayrshire Avenue has been constructed, is operational, and is complete.
38. All development Blocks shall be serviced off the water distribution system internal to this Plan of Subdivision.
39. 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 259 @ 151 l/sec
  - Block 260 @ 151 l/sec
  - Block 261 @ 90 l/sec

Future development of these Blocks shall be in keeping with the established fire flows in order to ensure adequate fire protection is available.

40. If the Owner requests the City to assume Castleoaks Street, with the automatic flushing device still in operation, all as shown on this Plan of Subdivision, prior to its extension to the south, 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 south limit of Castleoaks 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 (\_\_\_\_). 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.
41. If the Owner requests the City to assume Heathwoods Avenue with the automatic flushing device still in operation, all as shown on this Plan of Subdivision, prior to its extension to the south, 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 south limit of Heathwoods 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 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.
42. If the Owner requests the City to assume Heathwoods Avenue with the automatic flushing device still in operation, all as shown on this Plan of Subdivision, the Owner shall pay to the City at the time of the assumption of this subdivision by the City the amount estimated by the City at the time, to be the cost of removing

the automatic flushing device and properly abandoning the discharge pipe from the automatic flushing device to the storm/sanitary sewer system at the east limit of Heathwoods 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 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.

43. If the Owner requests the City to assume Big Leaf Trail at Heathwoods Avenue 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 on Big Leaf Trail at Heathwoods 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 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.
44. If the Owner requests the City to assume Royal Magnolia Avenue, with the automatic flushing device still in operation, all as shown on this Plan of Subdivision, 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 Royal Magnolia 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 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**

45. **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 raised intersections are located, the Owner shall install the raised intersections as a traffic control device, , to the satisfaction of the City prior to assumption for that section of road.
  - (iii) The Owner shall register against the title of all Lots and Blocks on Royal Magnolia Avenue, Castleoaks Street, Campbell Street North and Big Leaf Trail 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 and speeds cushions, to be installed as traffic control devices, to the satisfaction of the City Engineer.

46. **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 or other routes as designated by the City.

**Add** the following new Special Provisions:

47. The Owner shall construct a temporary turning circle at the east limit of Royal Magnolia Avenue, to the satisfaction of the City Engineer and at no cost to the City.

If the Owner requests the City to assume Royal Magnolia Avenue, all as shown on this Plan of Subdivision, 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 temporary turning circle at the east limit of Royal Magnolia 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 \$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.

48. Should there be a temporary turning circle at the south limits of Ayrshire Avenue and Campbell Street North, the Owner shall remove the temporary turning circle on Ayrshire Avenue and Campbell Street North and adjacent lands, in Heathwoods Phase 2 Subdivision, Plan 33M-\_\_\_ to the south of this Plan, and complete the construction of Ayrshire Avenue and Campbell Street North 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 Heathwoods Phase 2 Subdivision, Plan 33M-\_\_\_ for the removal of the temporary turning circle and the construction of this section of Ayrshire Avenue and Campbell Street North 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 Ayrshire Avenue and Campbell Street North in Heathwoods Phase 2 Subdivision, Plan 33M-\_\_\_ is constructed as a fully serviced road by the Owner of Plan Heathwoods Phase 2 Subdivision, Plan 33M-\_\_\_, then the Owner shall be relieved of this obligation.

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

50. Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Royal Magnolia Avenue adjacent to all speed cushion locations that indicate Future Speed Cushion Location, as

identified on the accepted engineering drawings, to the satisfaction of the City Engineer.

51. Prior to assumption or when required by the City Engineer, the Owner shall install speed cushions on Royal Magnolia Avenue between Lots 245 and 246, between Lots 226 and 227, between Block 261 ~~248~~ and Lot 201 and between Lots 19 and 20, including permanent signage and pavement marking as per the accepted engineering drawings, to the satisfaction of the City Engineer.
52. Prior to the issuance of any Certificate of Conditional Approval, or as otherwise directed by the City Engineer, the Owner shall construct raised intersections, at the intersection of Royal Magnolia Avenue at Castleoaks Streets, Royal Magnolia Avenue at Campbell Street North and Royal Magnolia Avenue at Big Leaf Trail (west leg), including permanent signage and pavement markings, as per the accepted engineering drawings, to the satisfaction of the City Engineer, at no cost to the City.
53. The Owner shall construct parking lay-bys on Royal Magnolia Avenue as per the accepted engineering drawings, to the satisfaction of the City.
54. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct temporary street lighting at the intersection of Colonel Talbot Road and Royal Magnolia Avenue, as per the accepted engineering drawings, all to the specifications and satisfaction of the City, at no cost to the City.
55. The Owner acknowledges that the City, in accordance with the City's current Growth Management Implementation Strategy (GMIS) may be reconstructing Colonel Talbot Road. The Owner shall co-operate with the City, as necessary, to complete the project, including providing access to their lands and easements as necessary.
56. The Owner shall construct an enhanced landscape treatment on Royal Magnolia Avenue at Colonel Talbot Road, as per the accepted engineering drawings, all to the specifications and satisfaction of the City Engineer.

#### **24.14 PLANNING**

**Add** the following new Special Provisions:

57. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a pathway in Blocks 276, 277 and 278 and all identified works as per the accepted engineering drawings, all to the specifications and satisfaction of the City.
58. The Owner shall include in all Purchase and Sale 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.

#### Environmental and Parks/Pathways

59. Parkland dedication has been calculated at a rate of 1 hectare per 300 residential units. The Owner shall dedicate Blocks 276, 277 and 278 to satisfy a portion of the required parkland dedication. Some of the Blocks have been taken at a compensated rate as per By-law CP-9. The balance of the required parkland dedication will be taken in the future phase of the subdivision.

60. 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 Ecologist monthly during development activity along the edge of the Block 57.

#### UTRCA

61. 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, is your cat safe outdoors and the protection and utilization of the grading and drainage pattern on these Lots. The educational package shall be prepared to the satisfaction of the City and the Upper Thames River Conservation Authority.



## **SCHEDULE "C"**

This is Schedule "C" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between The Corporation of the City of London and W3-Lambeth Farms Inc. to which it is attached and forms a part.

### **SPECIAL WORKS AND SERVICES**

#### **Roadways**

- Royal Magnolia Avenue 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.
  
- Castleoaks Street, Heathwood Avenue, Ayrshire Avenue and Big Leaf Trail (with the exception of Big Leaf Trail between Block 276 and Heathwood Avenue) shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
  
- Big Leaf Trail, between Block 276 and Heathwood Avenue shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 19 metres.
  
- Petalpath Way shall have a minimum road pavement width (excluding gutters) of 6.0 metres with a minimum road allowance of 18 metres.
  
- Royal Magnolia Avenue, from Colonel Talbot Road to 45 metres east of Colonel Talbot Road shall have a minimum road pavement width (excluding gutters) of 11.0 m with a minimum road allowance of 22.5 metres. The widened road on Royal Magnolia Avenue shall be equally aligned from the centreline of the road and tapered back to the 9.5 metre road pavement width (excluding gutters) and 21.5 metre road allowance for this street, with 30 metre tapers on both street lines.

#### **Sidewalks**

A 1.5 metre sidewalk shall be constructed on both sides of all streets in this Plan of Subdivision, 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 W3-Lambeth Farms 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 280, 281, 282 and 284
Road Widening (Dedicated on face of plan):	Block 279
Walkways:	NIL
5% Parkland Dedication:	Blocks 276, 277 and 278
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 W3-Lambeth Farms 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:	\$1,382,983
BALANCE PORTION:	<u>\$7,836,903</u>
TOTAL SECURITY REQUIRED	\$9,219,886

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 W3-Lambeth Farms 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) Over lands to the south of Castleoaks Street for servicing as per the accepted engineering drawings
  
- (b) Temporary turning circle easements shall be deeded to the City in conjunction with this Plan over lands outside this Plan at the east limit of Royal Magnolia Avenue.

### Road Easements:

N/A

## Appendix B – Claims and Revenues

### Estimated Costs and Revenues

<b>Estimated DC Claim Costs</b>	<b>Estimated Cost</b> (excludes HST)
<b>Claims for Owner led construction from CSRF</b>	
- Construction - Pathway system and park features on Blocks 264, 265 and 266 (DC19PR5050)	\$73,783
- Engineering - Pathway system and park features on Blocks 264, 265 and 266 (DC19PR5050)	\$19,250
- Construction - Section of SS15A Sanitary Trunk Sewer (DC14WW00005)	\$202,384
- Engineering - Section of SS15A Sanitary Trunk Sewer (DC14WW00005)	\$23,220
<b>Total</b>	<b>\$318,637</b>
<b>Estimated DC Revenues</b> <b>(January 1, 2021 to December 31, 2021 Rates)</b>	<b>Estimated Revenue</b>
<b>CSRF TOTAL</b>	<b>\$9,613,620</b>

- 1 Estimated DC Claim Costs are for Owner led construction projects and do not include City led projects required to accommodate growth.
- 2 Estimated DC Revenues are calculated using current DC rates. The City employs a "citywide" approach to cost recovery for all eligible growth services, therefore the Estimated DC Claim Costs and Revenues in the table above are not directly comparable.
- 3 DC Claim Costs are based on the approved Work Plan cost estimates provided by the Owner for engineering and construction of the claimable works. Final claim payments will be approved based on actual costs incurred by the Owner in conjunction with the terms of the registered Subdivision Agreement, Work Plan and the DC By-law.

Approved by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paul Yeoman  
Director, Development Finance

## Appendix C – Source of Finance

#21056

April 26, 2021  
(39T-17503)

Chair and Members  
Planning and Environment Committee

RE: Subdivision Special Provisions - W3 Farms Inc.  
W3 Subdivision Phase 1  
Capital Project PK204319 - New Major Open Space (252160)  
Capital Project ES2494 - Lambeth Growth Area Greenway PCP Sewershed (252162)

### 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
<b>PK204319 - New Major Open Space</b>				
Engineering	375,000	21,204	19,589	334,207
Construction	2,837,000	170,664	75,082	2,591,254
<b>Total PK204319</b>	<b>3,212,000</b>	<b>191,868</b>	<b>94,671</b>	<b>2,925,461</b>
<b>ES2494 - Lambeth Growth Area Greenway PCP Sewershed</b>				
Engineering	525,857	325,857	23,629	176,371
Land Acquisition	231,439	0	0	231,439
Construction	4,242,704	1,859,279	205,946	2,177,479
<b>Total ES2494</b>	<b>5,000,000</b>	<b>2,185,136</b>	<b>229,575</b>	<b>2,585,289</b>
<b>Total Expenditures</b>	<b>\$8,212,000</b>	<b>\$2,377,004</b>	<b>\$324,246</b>	<b>\$5,510,750</b>
<b>Sources of Financing</b>				
<b>PK204319 - New Major Open Space</b>				
Capital Levy	102,694	72,987	29,490	217
Debenture (Note 2a)	1,054,959	0	0	1,054,959
Drawdown from City Services - Parks & Rec Reserve Fund (Development Charges) (Note 1)	2,054,347	118,881	65,181	1,870,285
<b>Total PK204319</b>	<b>3,212,000</b>	<b>191,868</b>	<b>94,671</b>	<b>2,925,461</b>
<b>ES2494 - Lambeth Growth Area Greenway PCP Sewershed</b>				
Drawdown from City Services - Wastewater Reserve Fund (Development Charges) (Note 1)	2,765,700	2,185,136	229,575	350,989
Debenture Quota (Financed through City Services- Wastewater Reserve Fund (Development Charges) (Note 1 and 2b)	2,234,300	0	0	2,234,300
<b>Total ES2494</b>	<b>5,000,000</b>	<b>2,185,136</b>	<b>229,575</b>	<b>2,585,289</b>
<b>Total Financing</b>	<b>\$8,212,000</b>	<b>\$2,377,004</b>	<b>\$324,246</b>	<b>\$5,510,750</b>



#21056  
April 26, 2021  
(39T-17503)

Chair and Members  
Planning and Environment Committee

RE: Subdivision Special Provisions - W3 Farms Inc.  
W3 Subdivision Phase 1  
Capital Project PK204319 - New Major Open Space (252160)  
Capital Project ES2494 - Lambeth Growth Area Greenway PCP Sewershed (252162)

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<b>Financial Note - Engineering</b>	<b>PK204319C</b>	<b>ES2494</b>	<b>Total</b>
Contract Price	\$19,250	\$23,220	\$42,470
Add: HST @13%	2,503	3,019	5,522
Total Contract Price Including Taxes	21,753	26,239	47,992
Less: HST Rebate	-2,164	-2,610	-4,774
Net Contract Price	\$19,589	\$23,629	\$43,218

<b>Financial Note - Construction</b>	<b>PK204319C</b>	<b>ES2494</b>	<b>Total</b>
Contract Price	\$73,783	\$202,384	\$276,167
Add: HST @13%	9,592	26,310	35,902
Total Contract Price Including Taxes	83,375	228,694	312,069
Less: HST Rebate	-8,293	-22,748	-31,041
Net Contract Price	\$75,082	\$205,946	\$281,028
Total Engineering and Construction	\$94,671	\$229,575	\$324,246

**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.

**Note 2: Note to City Clerk:** Administration hereby certifies that the estimated amounts payable in respect of this project does not exceed the annual financial debt and obligation limit for the Municipality from the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02 made under the Municipal Act, and accordingly the City Clerk is hereby requested to prepare and introduce the necessary by-laws.

Note 2a: An authorizing by-law should be drafted to secure debenture financing for project PK204319-New Major Open Space for the net amount to be debentured of \$1,054,959.

Note 2b: An authorizing by-law should be drafted to secure debenture financing for project ES2494-Lambeth Growth Area Greenway PCP Sewershed for the net amount to be debentured of \$2,234,300.

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Jason Davies  
Manager of Financial Planning & Policy  
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