

Report to Planning and Environment Committee

To: Chair and Members
Planning & Environment Committee

From: George Kotsifas, P. Eng.
Deputy City Manager,
Planning and Economic Development

Subject: Application By: Southside Construction Management Limited
704 and 706 Boler Road
Boler Heights Subdivision - Special Provisions

Meeting on: May 31, 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 Southside Construction Management Limited for the subdivision of land over Concession 1, Part Lot 44, situated on the east side of Boler Road, north of Southdale Road West, municipally known as 704 and 706 Boler Road;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Southside Construction Management Limited for the Boler Heights Subdivision (39T-15503) attached as Appendix "A", **BE APPROVED**;
- (b) the Applicant **BE ADVISED** that Development Finance has summarized the claims and revenues attached as Appendix "B"; and,
- (c) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

Executive Summary

Seeking approval of Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Southside Construction Management Limited for the Boler Heights Subdivision (39T-15503)

Linkage to the Corporate Strategic Plan

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

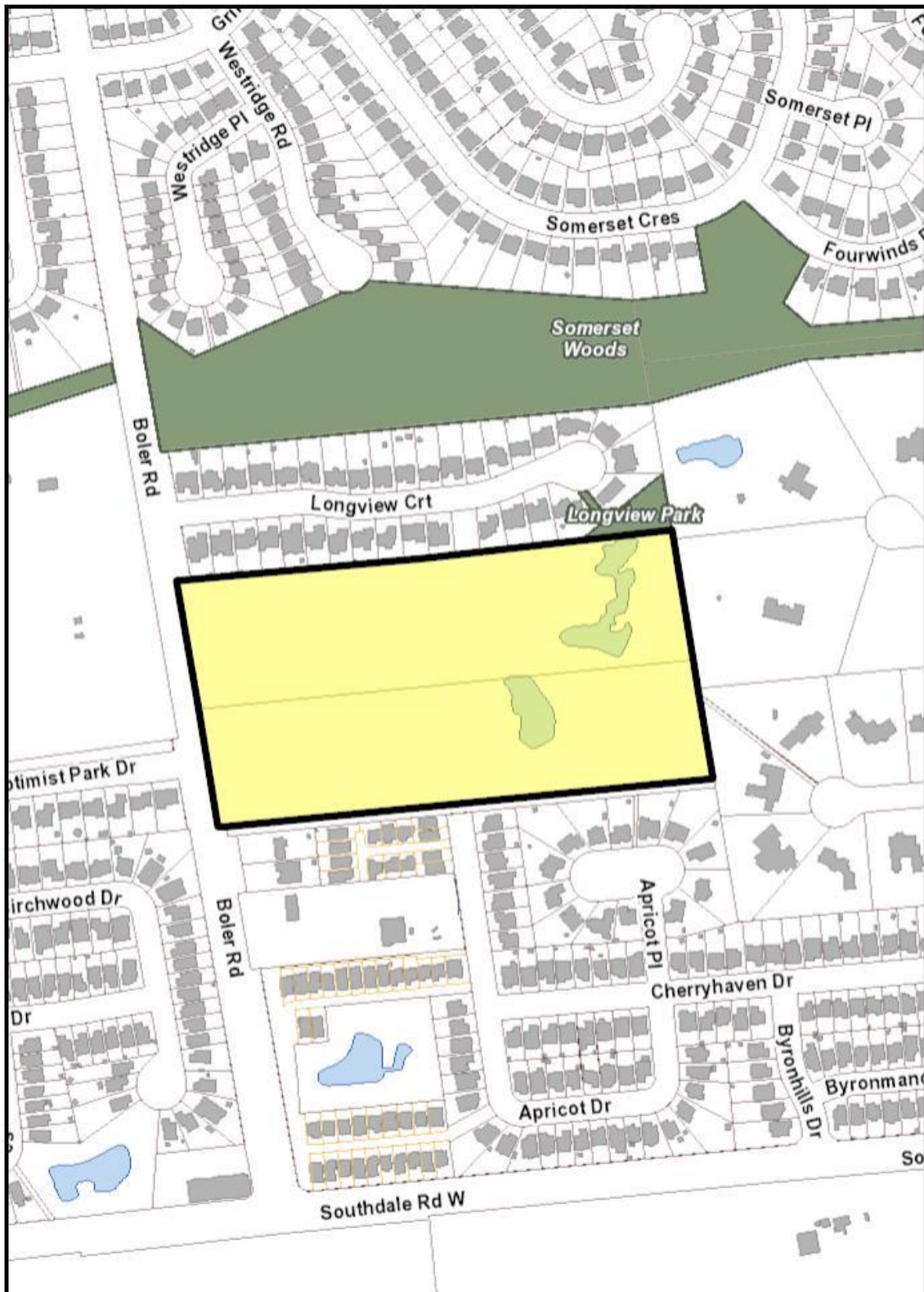
Analysis

1.0 Background Information

1.1 Property Description

The subject lands are located at 704 and 706 Boler Road. The overall subdivision (39T-15503) is comprised of 8.1159ha (20.05 acres) of land located on the east side of Boler Road, north of Southdale Road West. This development is comprised of forty-four (44) single detached lots, one (1) open space block, one (1) low density block and one (1) park block, all served by the extension of Optimist Park Drive, the extension of Apricot Drive, and one (1) new local street.

1.2 Location Map



Location Map

Subject Property: 704 Boler Rd
 Applicant: DEVELOPMENT ENGINEERING (LONDON) LTD.
 File Number: 39T-15503
 Created By: Sean Meksula
 Date: 4/28/2021
 Scale: 1:4000

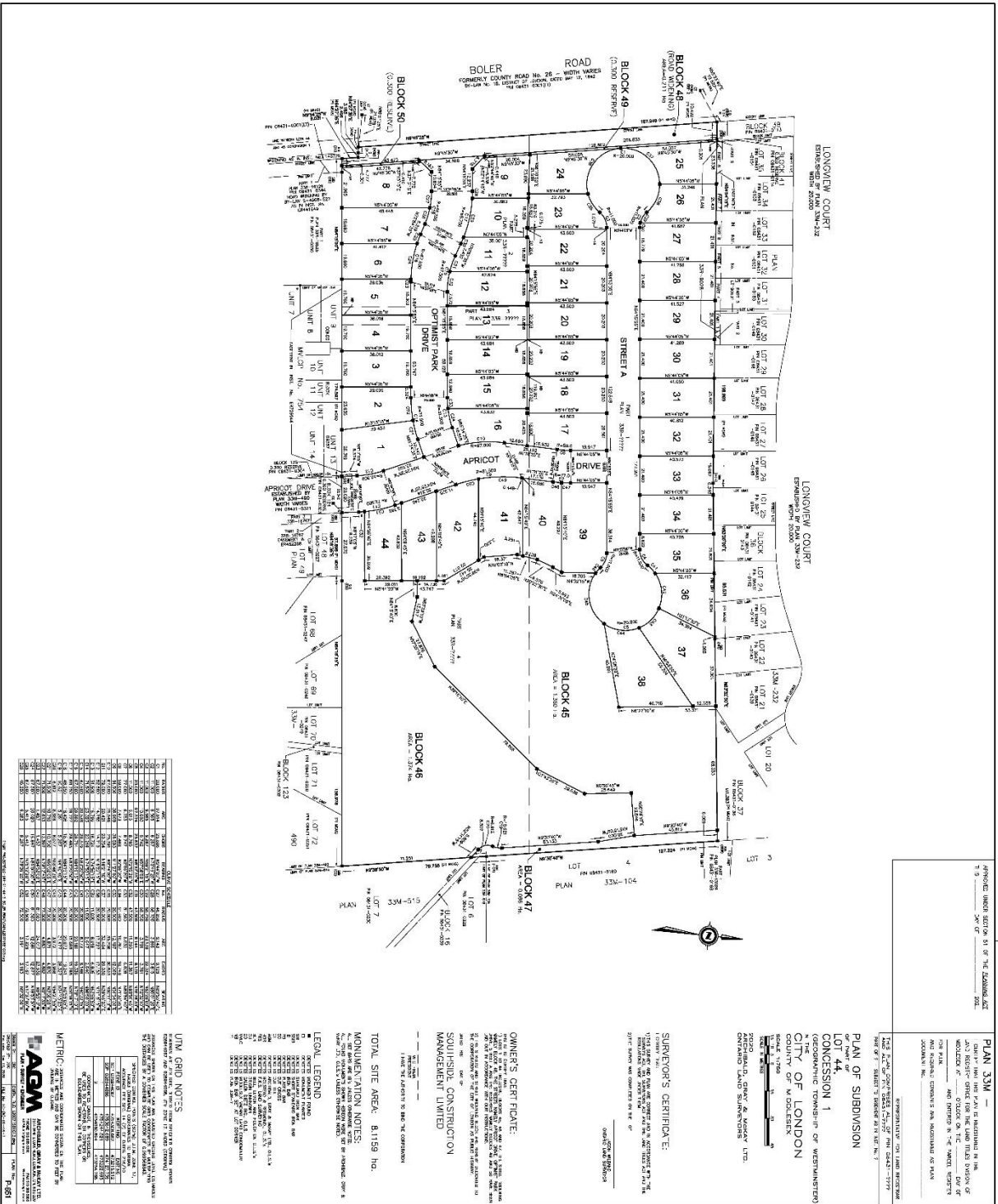
Corporation of the City of London

Legend

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



1.3 Boler Heights Subdivision



2.0 Discussion and Considerations

2.1 Development Proposal

Boler Heights Subdivision will consist of forty-four (44) single detached lots (Lots 1 to 44), one (1) open space block (Block 45), one (1) low density block (Block 46) and one (1) park block (Block 47), all served by an extension of Apricot Drive, and one (1) new local street, Manhattan Drive .

The recommended special provisions for the proposed 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 Boler Heights Subdivision, 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

Recommended by: Paul Yeoman, RPP, PLE
Director, Development Services

Submitted by: George Kotsifas, P. Eng.
Deputy City Manager,
Planning and Economic Development

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

May 21, 2021
GK/PY/SM/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 1, 2, 5, 6, 17, 18, 19, 20, 21, 23, 24, 25 and 26 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.

6. SOILS CERTIFICATE/GEOTECHNICAL

Add the following new Special Provisions:

2. 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 and Block 45 (Woodlot/Wetlands/Open Space OS5 Lands), are adequately addressed for the subject lands, all to the satisfaction of the City Engineer and The Upper Thames River Conservation Authority.

15. PROPOSED SCHOOL SITES

3.

Remove Subsection 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:

4. 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.

5. Prior to assumption of this subdivision in whole or in part by the City, and as a condition of such assumption, the Owner shall pay to the City Treasurer the following amounts as set out or as calculated by the City, or portions thereof as the City may from time to time determine:
- (i) Removal of automatic flushing devices/blowoffs in future, an amount of \$5,000 each flusher for a total amount \$10,000 as identified on the accepted engineering drawings;
 - (ii) Removal of temporary works (eg. sediment basins, berms, etc.), an amount of \$10,000 as identified on the accepted engineering drawings;
6. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make all necessary arrangements to construct new services and make adjustments to the existing works and services on Apricot Drive in Plan 33M-490 and Boler Road, adjacent to this plan to accommodate the proposed works and services on this street to accommodate the lots in this plan fronting this street (eg. private services, street light poles, traffic calming, etc.) in accordance with the approved design criteria and accepted engineering drawings, all to the satisfaction of the City Engineer, 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

7.

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.~~

24.3 METHANE GAS

Add the following new Special Provision:

8. The Owner recognizes that this site has been confirmed as being in close proximity to a former landfill site or other possible methane gas producing areas. To this effect, the Owner shall have a professional engineer, experienced in the investigation and design of the ways and means of detecting and providing protection against methane or other gases which may be present on this site, investigate and report on the area to the City Engineer and the Chief Building Official prior to the issuance of a Certificate of Conditional Approval on this Plan.

Should the report indicate the presence of methane gas, then the Owner agrees to follow any recommendations contained in this report to ensure that the buildings constructed on this plan will be well protected from any methane gas or other deleterious effect which may occur as a result of the possible presence of organic materials or methane gas in this area. Should the engineer's recommendation require that certain works be undertaken by the Owner, then the Owner is to have the professional engineer design and inspect the works recommended and supply the City Engineer with a certificate upon their completion and prior to assumption of the subdivision by the City, stating the facilities recommended were installed and/or carried out in accordance with his recommendations. The report shall also include measures to control the migration of any methane gas to abutting lands outside this plan.

The Owner shall comply with all the recommendation of the engineer's report with respect to methane gas testing and for providing protection against any methane gas present on the site. Should a mechanical venting system or other facilities be recommended by the engineer to provide protection to any of the buildings within this plan, the system or facilities must be approved by the appropriate branch of the Ministry of the Environment. In the event that a mechanical venting system or other facility is required, the Owner shall register a covenant on the title of each affected lot and block, to the effect that the owners of the subject lots and blocks must have the required system or facilities designed, constructed and monitored as recommended by the Owner's professional engineer and approved by the City Engineer, and that the Owner must maintain the installed system or facilities in perpetuity, at no cost to the City. The Owner shall further undertake to include a condition in the deed of each lot which is not built on or sold prior to assumption of this Plan and is affected by the professional engineer's recommendation, to the effect that the lot is affected by the recommendations in the engineer's report with respect to methane or other gases, and that the requires works affecting the lot must be certified by a qualified professional engineer when construction of the required works is complete.

24.4 CONTAMINATION

Add the following new Special Provision:

9. Should any contamination or anything suspected as such, be encountered during construction, the Owner shall report the matter to the City Engineer and the Owner shall hire a geotechnical engineer to provide, in accordance with the Ministry of the Environment "Guidelines for Use at Contaminated Sites in Ontario", "Schedule A – Record of Site Condition", as amended, including "Affidavit of Consultant" which summarizes the site assessment and restoration activities carried out at a contaminated site, in accordance with the requirements of latest Ministry of Environment and Climate Change "Guidelines for Use at Contaminated Sites in Ontario" and file appropriate documents to the Ministry in this regard with copies provided to the City. The City may require a copy of the report should there be City property adjacent to the contamination.

Should any contaminants be encountered within this Plan, the Owner shall implement the recommendations of the geotechnical engineer to remediate, removal and/or dispose of any contaminates within the proposed Streets, Lot and Blocks in this Plan forthwith under the supervision of the geotechnical engineer to the satisfaction of the City at no cost to the City.

In the event no evidence of contamination is encountered on the site, the geotechnical engineer shall provide certification to this effect to the City.

24.6 EROSION AND SEDIMENT CONTROL

Add the following new Special Provisions:

10. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct and have operational temporary sediment and erosion control works on Lots 2, 3 and 44 and Block 46 as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
11. 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.
12. The Owner shall hold Lots 2, 3, 44 and Block 46 out of development until the temporary sediment basin and associated works are decommissioned, to the satisfaction of the City.

24.7 GRADING REQUIREMENTS

Add the following new Special Provisions:

13. The Owner shall grade the portions of Lots 8, 9, 24 and 25 inclusive, which have a common property line with Boler Road, to blend with the ultimate profile of Boler Road, in accordance with the accepted engineering drawings and at no cost to the City.
14. The Owner shall register against the title of Lots 1, 2, 3, 4, 5, 6, 7, 8, 17, 18, 19, 20, 21, 22, 23, 24 and 25 and Block 46 in this Plan, and shall include in the Agreement of Purchase and Sale for the transfer of each of the said Lots, as an overland flow route is located on the said Lots, 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.

15. The Owner shall maintain the existing overland flow route on Lots 1, 2, 3, 4, 5, 6, 7, 8, 17, 18, 19, 20, 21, 22, 23, 24 and 25 and Block 46 as per the accepted engineering drawings, to the satisfaction of the City Engineer.

16. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct works at the rear of Lots 17 to 24 as per the accepted engineering drawings, to the satisfaction of the City.
17. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct the overland flow route and associated works at the end of Princeton Terrace the cul-de-sac, as per the accepted engineering drawings, to the satisfaction of the City.
18. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall have its professional engineer provide shop drawings, certified by a structural engineer, of the proposed retaining walls, to the satisfaction of the City.
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, the Owner shall remove the existing retaining wall at the north limit of Apricot Drive in Plan 33M-490 to the south of this Plan and make all necessary arrangements to grade the adjacent lands outside the boundaries of this Plan to be compatible with the accepted grades in this Plan as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City. The Owner shall obtain permission to remove a portion of this retaining wall.
21. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a temporary diversion berm to direct the overland flow route to the temporary sediment basins during construction and shall be decommissioned and/or removed when warranted or after curb and base asphalt is complete, as per the accepted engineering drawings, to the satisfaction of the City Engineer.
22. The Owner shall removal all temporary works, including sediment basins, temporary berms, etc. once the ultimate servicing is constructed, to the satisfaction of the City.
23. 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 owner 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. Prior to the issuance of any Certificate of Conditional Approval for Lots and Blocks in this Plan, the Owner shall construct the proposed retaining walls adjacent to the rear and/or side property lines of each of the said Lots/blocks 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.
25. The Owner shall register against the title of Lots and Blocks in this Plan and include in the Agreement of Purchase and Sale for the transfer of the said Lots and blocks, a covenant by the purchaser or transferee stating that the purchaser or transferee of the Lot and/or Block shall be responsible for the maintenance of the retaining walls in the future located on the said Lot and/or Block, at no cost to the City.
26. Prior to assumption, the Owner's professional engineer shall certify to the City, the retaining walls on Lots and Blocks in this Plan are in a state of good repair and functioning as intended, all to the satisfaction of the City.

24.8 STORM WATER MANAGEMENT

Add the following new Special Provisions:

27. The Owner shall ensure that all geotechnical issues and required setbacks related to the slope stability associated with open watercourses that services an upstream catchment and Woodlot/Open Space Lands, are adequately addressed and that adequate setbacks and buffers will be, allocated and maintained for the

subject lands, all in accordance with the MOE and City's requirements and to the satisfaction of the City Engineer and the UTRCA.

28. Prior to the issuance of any Certificate of Conditional Approval for this Plan, the Owner shall have low impact development (LID) features, if any, and water balance recommended mitigation measures, if any, installed and operational in this Plan in accordance with the accepted servicing drawings and the accepted Stormwater Management Report to the specifications and satisfaction of the City, at no cost to the City.
29. Prior to assumption, the Owner shall complete the following, at no cost to the City, all to the satisfaction of the City:
 - i) Operate, maintain, inspect, monitor and protect low impact development features, if any and water balance recommended mitigation measures, if any, including correcting any deficiencies as soon as they are detected, in accordance with the accepted maintenance and monitoring program; and,
 - ii) have its consulting Professional Engineer submit monitoring reports in accordance with the accepted maintenance and monitoring program.
30. 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.
31. 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.
32. 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

33.

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 900 mm diameter storm sewer on Apricot Drive, which outlets to the unassumed Byron Hills 1 SWM Facility, in accordance with the accepted engineering drawings, to the satisfaction of the City.

34.

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

- (j) The Owner shall construct the sanitary sewers to service the Lots and Blocks in this Plan and connect them to the City's existing sanitary sewage system being the 200 mm diameter sanitary sewer on Apricot Drive, in accordance with the accepted engineering drawings, to the satisfaction of the City.

Add the following new Special Provisions:

35. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a storm sewer and all necessary appurtenances between Lots 41 and 42, and provide the necessary easement, as per the accepted engineering drawings, to the satisfaction of the City.
- 36. The Owner shall include in all agreements of purchase and sale and registered on the title of Lots 41 and 42 in this plan a warning clause advising the purchaser/transferee that these Lots have a storm sewer easement on these Lots as identified on the accepted engineering drawings.

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 high-level municipal system, namely the existing 300 mm diameter watermain on Boler Road and the 200mm diameter watermain on Apricot Drive;
 - 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 300 mm diameter watermain on Boler Road and the 200mm diameter watermain on Apricot Drive.
38. 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 46 @ 76 l/sec
- Future development of this Block shall be in keeping with the established fire flows in order to ensure adequate fire protection is available.
39. All development Blocks shall be serviced off the water distribution system internal to this Plan of Subdivision.
40. If the Owner requests the City to assume Princeton Terrace with the automatic flushing devices 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 Princeton Terrace 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 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.

24.11 ROADWORKS

41.

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

~~(p) — Where traffic calming measures are required within this Plan:~~

- ~~(i) — The Owner shall erect advisory signs at all street entrances to this Plan for the purpose of informing the public of the traffic calming measures implemented within this Plan prior to the issuance of any Certificate of Conditional Approval in this Plan.~~
- ~~(ii) — The Owner shall register against the title of all Lots and Blocks abutting the traffic calming circle(s) in this Plan, and shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of the said Lots and Blocks, a covenant by the purchaser or transferee stating the said owner that there may be some restrictions for driveway access due to diverter islands built on the road.~~
- ~~(iii) — Where a traffic calming circle is located, the Owner shall install the traffic calming circle as a traffic control device, including the diverter islands, or provide temporary measures, to the satisfaction of the City prior to the issuance of a Certificate of Conditional Approval for that section of road.~~

~~(iv) The Owner shall register against the title of all Lots and Blocks on (insert street names) in this Plan, and shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of the said Lots and Blocks, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Lots and Blocks away from the traffic calming measures on the said streets, including traffic calming circles, raised intersections, splitter islands and speeds cushions, to be installed as traffic control devices, to the satisfaction of the City Engineer.~~

42.

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 Boler Road as per the accepted engineering drawings.

Add the following new Special Provisions:

43. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall repaint the turn lanes on Boler Road at Manhattan Drive as per the accepted engineering drawings, to the satisfaction of the City.

44. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct temporary street lighting at the intersection of Boler Road and Manhattan Drive as per the accepted engineering drawings, to the satisfaction of the City.

45. The Owner shall remove the temporary turning circle on Apricot Drive and adjacent lands, in Plan 33M-490 to the south of this Plan and complete the construction of Apricot Drive 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-490 for the removal of the temporary turning circle and the construction of this section of Apricot Drive 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 Apricot Drive in Plan 33M-490 is constructed as a fully serviced road by the Owner of Plan 33M-490, then the Owner shall be relieved of this obligation.

46. Barricades are to be maintained at south limit of Apricot Drive until the issuance of Conditional Approval or as otherwise directed by the City. At the time of Conditional Approval or as otherwise directed by the City, the Owner shall remove the barricades, 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.

47. The Owner shall remove existing infrastructure, including but not limited to, CICBs, DICBs, curbs, hydro poles, etc. on Boler Road and relocate/restore/construct associated works as per the accepted engineering drawings, to the specifications and satisfaction of the City.

24.12 PLANNING

(a) Within one (1) year of registration of this Plan or otherwise approved by the City, the Owner shall grade, service and seed all Park Blocks and Open Space Blocks, transferred to the City as part of the parkland dedication requirements, pursuant to current City Park development standards, to the satisfaction of City, and at no cost to the City.

Within (1) year of registration of this Plan, the Owner shall have its consultant provide a certificate that identifies that the Block has been rough graded as per the approved plan and receive City approval of rough grades prior to topsoil installation.

- (b) Within one (1) year of registration of this Plan or otherwise approved by the City, the Owner shall install a 1.5 metre chain link fence, without gates, along the property limit interface of all private Lots and Blocks adjacent to any park and/or open space Blocks, in accordance with City Standard S.P.O. 4.8, to the satisfaction of the City, and at no cost to the City. Any alternative fencing arrangements shall be to the approval and the satisfaction of the City.

Within (1) year of registration of this Plan, the Owner shall have its consultant provide a certificate to the City Plan that identifies that the fencing has been installed as per the approved plan.

- (c) The Owner shall not grade into any park or open space area. Where Lots abut lands zoned as open space, all grading of the developing Lots at the interface with the park or open space areas are to match grades to maintain existing slopes, topography and vegetation. In instances where this is not practical or desirable, any grading into the park or open space zones shall be to the satisfaction of the City.
- (d) The owner shall ensure all open space blocks are sufficiently protected from sediment throughout the construction period. A double robust sediment barrier and other erosion control measures, as shown on the approved Engineering drawings, shall be installed and maintained along all identified block limits to the satisfaction of the City. The Owner's consulting engineer shall provide written certification of the barrier installation and monthly site inspection reports to the City during all development activity.
- (e) Within one (1) year of registration of this Plan, the Owner shall implement all the recommendations of the approved Environmental Impact Study and Addendum to the satisfaction of the City. The Owner shall provide written confirmation to the City as to when and how the recommendations were implemented including a monitoring program.
- (f) Within one (1) year of registration of this Plan, the Owner shall implement all the recommendations of the approved Restoration and Compensation Plan as detailed in the approved Engineering Plans, to the satisfaction of the City. The Owner shall provide written confirmation to the City as to when and how the recommendations were implemented including a monitoring program.
- (g) Within one (1) year of registration of this Plan, the Owner shall implement all the recommendations of the approved Tree Preservation Plan, to the satisfaction of 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 Southside Construction Management Limited to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Manhattan Drive shall have a minimum road pavement width (excluding gutters) of 7.5 metres with a minimum road allowance of 20.0 metres.
- Apricot Drive (south of Manhattan Drive) shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
- Apricot Drive (north of Manhattan Drive) and Princeton Terrace shall have a minimum road pavement width (excluding gutters) of 6.5 metres with a minimum road allowance of 18 metres or as per the accepted engineering drawings
- Manhattan Drive, from Boler Road to 30 metres east of Boler Road shall have a minimum road pavement width (excluding gutters) of 10.0 metres with a minimum road allowance of 22.5 metres. The widened road on Boler Road shall be equally aligned from the centreline of the road and tapered back to the 7.5 metre road pavement width (excluding gutters) and 20.0 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 Manhattan Drive as per the accepted engineering drawings.

A 1.5 metre sidewalk shall be constructed on one side of the following street:

- (i) Apricot Drive – west boulevard

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 Southside Construction Management 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: Block 49 and Block 50

Road Widening (Dedicated on face of plan): Block 48

Walkways: NIL

5% Parkland Dedication: **BLOCK 47 and 45**

Dedication of land for Parks in excess of 5%: NIL

Stormwater Management: NIL

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

School Site: NIL

LANDS TO BE HELD IN TRUST BY THE CITY:

Temporary access: NIL

SCHEDULE "E"

This is Schedule "E" to the Subdivision Agreement dated this _____ day of _____, 2021, between The Corporation of the City of London and Southside Construct Management 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: | \$ 364,702 |
| BALANCE PORTION: | <u>\$2,066,644</u> |
| TOTAL SECURITY REQUIRED | |
| \$2,431,346 | |

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 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 _____ 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 for servicing shall be deeded to the City in conjunction with this Plan, within this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
 - (i) Between Lots 41 and 42 for storm servicing

Appendix B – Claims and Revenues

Estimated Costs and Revenues

| Estimated DC Claim Costs | Estimated Cost (excludes HST) |
|---|----------------------------------|
| Claims for Owner led construction from CSRF - Nil. | \$0 |
| Total | \$0 |
| Estimated DC Revenues (January 1, 2021 to December 31, 2021 Rates) | Estimated Revenue |
| CSRF TOTAL | \$1,820,577 |

- 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.

Approved by:

Date

Paul Yeoman
Director, Capital Assets and Projects