

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: Vista Wood Estates Ltd.
751 Fanshawe Park Road West
Vista Wood Subdivision Phase 3 - Special Provisions

Meeting on: June 21, 2021

Recommendation

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Vista Wood Estates Ltd. for the subdivision relating to a portion of the property located on the southwest corner of Wonderland Road North and Sunningdale Road West (formerly 751 Fanshawe Park Road West)

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Vista Wood Estates Ltd. for the Vista Wood Subdivision, Phase 3 (39T-03505_3) 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 fulfil 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 Vista Wood Estates Ltd. for the Vista Wood Subdivision, Phase 3 (39T-03505_3)

Linkage to the Corporate Strategic Plan

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

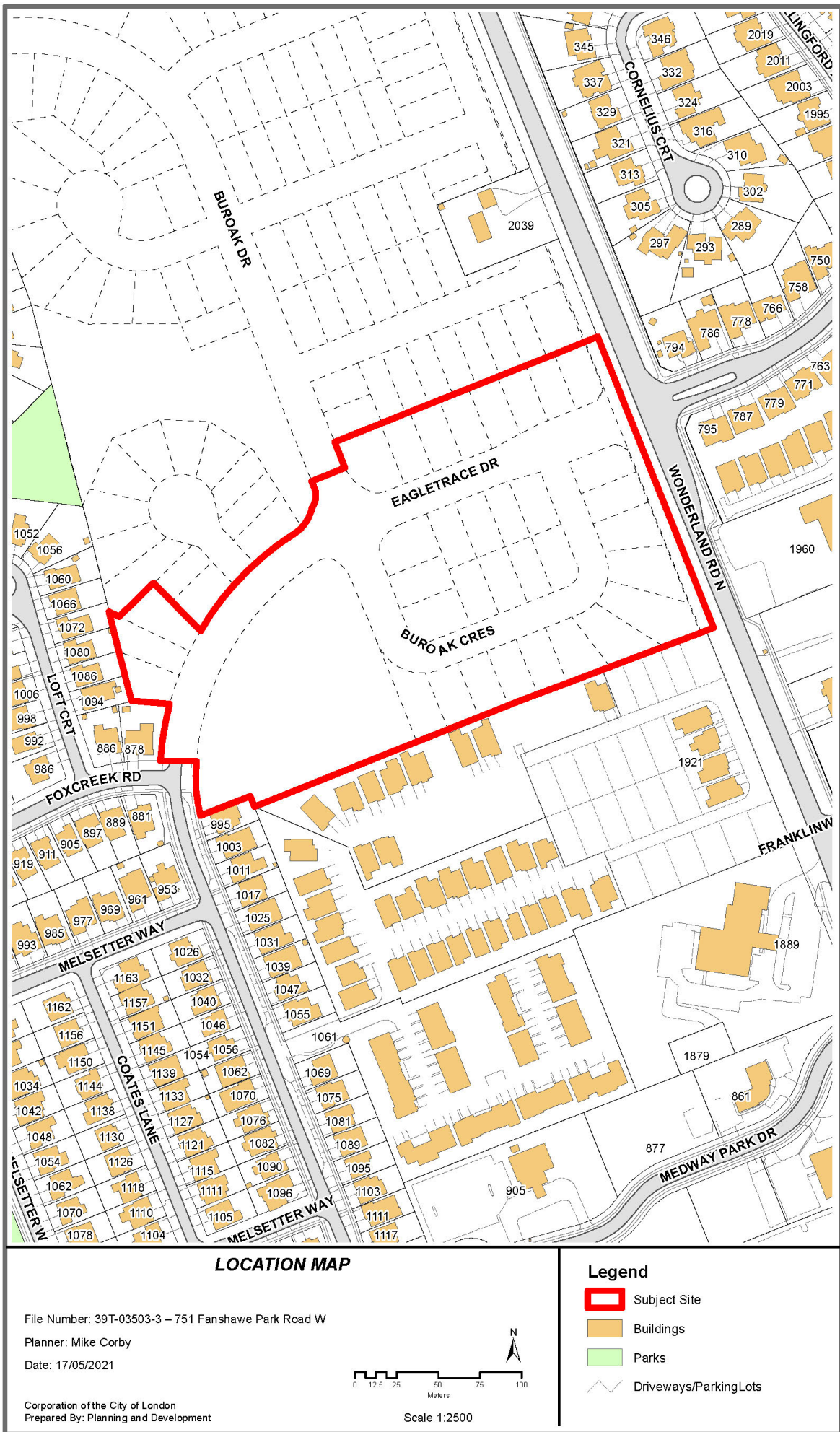
Analysis

1.0 Background Information

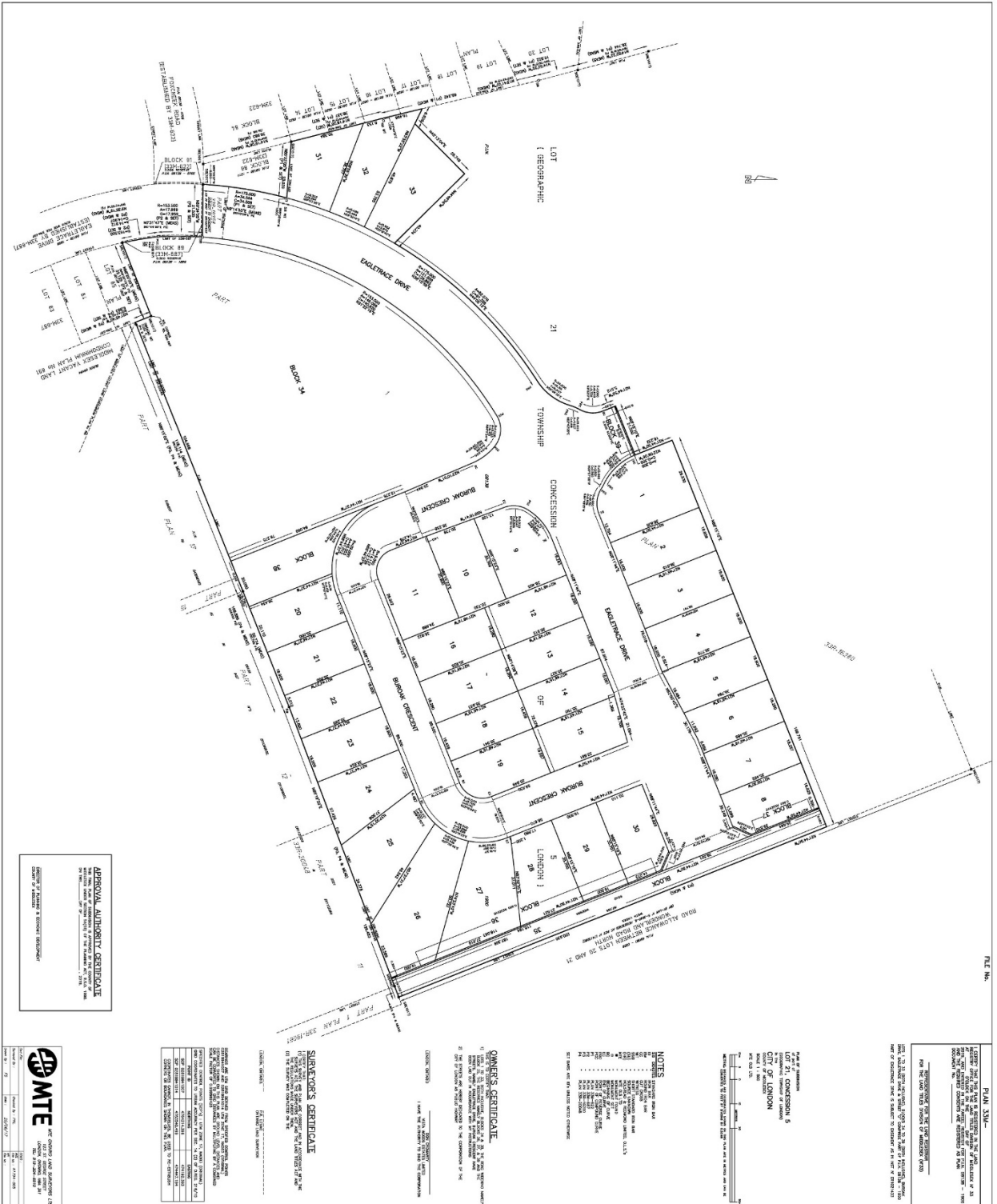
1.1 Property Description

The subject site (Phase 3) is part of the existing 18.85 hectare block of land located at the southwest corner of Wonderland Road North and Sunningdale Road West (formerly 751 Fanshawe Park Road W). Phase 3 is located on the southerly portion of the site and is approximately 5.38 ha in size. The site abuts a vacant land condominium to the south and single detached dwellings to the west. North of the site will be future residential development and to the east is Wonderland Road N with low density residential on the other side.

1.2 Location Map



1.3 Vista Wood Subdivision Phase 3



FILE No.

PLAN 35M

THIS PLAN IS FOR THE SUBDIVISION OF LOT 21 OF CONFESSION 5 OF LOT 21, CONFESSION 5 OF ROAD ALTERNATE BETWEEN LOTS 20 AND 21, TOWNSHIP OF LONDON, COUNTY OF HALLOWELL, PROVINCE OF ONTARIO. THE SUBDIVISION IS SHOWN AS SHOWN ON THIS PLAN. THIS PLAN IS THE PROPERTY OF THE ENGINEER AND SURVEYOR WHO HAS PREPARED IT. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT HIS WRITTEN CONSENT.

— SUBDIVISION FOR THE CONFESSION —

DATE OF COMPLETION: LOT 21, CONFESSION 5
 TOWNSHIP OF LONDON, COUNTY OF HALLOWELL, PROVINCE OF ONTARIO
 DATE OF PLAN: 2011
 ENGINEER AND SURVEYOR: MTE

SCALE: AS SHOWN ON PLAN

NOTES

1. THIS PLAN IS FOR THE SUBDIVISION OF LOT 21 OF CONFESSION 5 OF LOT 21, CONFESSION 5 OF ROAD ALTERNATE BETWEEN LOTS 20 AND 21, TOWNSHIP OF LONDON, COUNTY OF HALLOWELL, PROVINCE OF ONTARIO.
2. THE SUBDIVISION IS SHOWN AS SHOWN ON THIS PLAN.
3. THIS PLAN IS THE PROPERTY OF THE ENGINEER AND SURVEYOR WHO HAS PREPARED IT.
4. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT HIS WRITTEN CONSENT.

OWNER'S CERTIFICATE

1. I, the undersigned, being the owner of the land shown on this plan, do hereby certify that the facts stated in this certificate are true.
2. I have no objection to the subdivision shown on this plan.
3. I have no objection to the subdivision shown on this plan.

SUBDIVISION CERTIFICATE

I, the undersigned, being the owner of the land shown on this plan, do hereby certify that the facts stated in this certificate are true.

APPROVAL AUTHORITY CERTIFICATE

I, the undersigned, being the owner of the land shown on this plan, do hereby certify that the facts stated in this certificate are true.

NO.	DESCRIPTION	DATE
1	APPROVAL AUTHORITY CERTIFICATE	2011
2	SUBDIVISION CERTIFICATE	2011
3	OWNER'S CERTIFICATE	2011

APPROVAL AUTHORITY CERTIFICATE
 I, the undersigned, being the owner of the land shown on this plan, do hereby certify that the facts stated in this certificate are true.



2.0 Discussion and Considerations

2.1 Development Proposal

Phase 3 of the plan of subdivision will consist of thirty-three (33) single detached lots (Lots 1-33) and one (1) multi family, medium density residential block (Block 34). The phase will be served by the extension of Eagletrace Drive (at Foxcreek Road) which will run east through the site to Wonderland Road North. A new local road, Buroak Crescent, will serve the remaining portion of the phase.

The recommended special provisions for the proposed Phase 3 Subdivision Agreement are found at Appendix A of this report. The Development Services Division has reviewed these special provisions with the Owner who is in agreement with them.

This report has been prepared in consultation with the City's Solicitors Office.

3.0 Financial Impact/Considerations

3.1 Financial Securities

Through the completion of the works associated with this application fees, development charges and taxes will be collected. Outside of the DC eligible items outlined in the attached Source of Financing (Appendix C), 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

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

Prepared by: Mike Corby, MCIP, RPP
Senior Planner, Development Services

Recommended by: Gregg Barrett, AICP
Director, Planning and Development

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.

ec: Matt Feldberg, Manager, Subdivisions and Condominiums
Bruce Page, Manager, Subdivision Planning
Peter Kavcic, Manager, Manager, Subdivision Engineering

June 10, 2021
GK/GB/MC/jar

Appendix A – Special Provisions

10. COMPLETION, MAINTENANCE, ASSUMPTION AND GUARANTEE

Add the following new Special Provision:

1. Notwithstanding the End of Warranty period indicated in an Assumption By-law, the warranty period shall be deemed not to have expired until an End of Warranty inspection has been completed by the City and an End of Warranty Certificate shall be issued by the City before the release of any remaining security, all to the satisfaction of the City.

2.

15. PROPOSED SCHOOL SITES

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

~~15.2 The Owner shall set aside an area or areas (being Block(s) _____) as a site or sites for school purposes to be held subject to the rights and requirements of any School Board having jurisdiction in the area.~~

~~15.3 The School Boards shall have the right, expiring three (3) years from the later of the date on which servicing of the relevant site is completed to the satisfaction of the City or the date on which seventy percent (70%) of the Lots in the subdivision have had building permits issued, to purchase the site and may exercise the right by giving notice to the Owner and the City as provided elsewhere in this Agreement and the transaction of purchase and sale shall be completed no later than two (2) years from the date of giving notice.~~

~~15.4 The School Boards may waive the right to purchase by giving notice to the Owner and the City as provided elsewhere in this Agreement.~~

~~15.5 Where all School Boards have waived the right to purchase, the City shall then have the right for a period of two (2) years from the date on which the right to purchase by the School Board has expired or has been waived as the case may be, to purchase the site for municipal purposes and may exercise the right by giving notice to the Owner as provided elsewhere in this Agreement and the transaction of purchase and sale shall be completed no later than sixty (60) days from the date of giving notice.~~

~~15.6 The Owner agrees that the school blocks shall be:~~

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

~~15.7 Where the Owner has been required to improve the site by grading, top soil and seeding, the responsibility of the Owner for the maintenance of the site shall cease upon completion by the Owner of its obligations under this Agreement.~~

24.1 STANDARD REQUIREMENTS

Add the following Special Provisions:

3. 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.

4. Prior to assumption of this subdivision in whole or in part by the City, and as a condition of such assumption, the Owner shall pay to the City Treasurer the following amounts as set out or as calculated by the City, or portions thereof as the City may from time to time determine:
 - (i) Removal of automatic flushing device/blowoff in future, an amount of \$10,000 as per accepted engineering drawings

24.2 CLAIMS

5.

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 channelization on Wonderland Road North as per the accepted engineering drawings, the estimated cost of which is \$277,492, as per the approved Work Plan;
- (ii) for the engineering costs related to the channelization on Wonderland Road North, the estimated cost of which is \$41,554, as per the approved Work Plan;
- (iii) for the construction of sidewalks on Wonderland Road North as per the accepted engineering drawings, the estimated cost of which is \$55,605, as per the approved Work Plan;
- (iv) for the engineering costs related to the construction of the sidewalk on Wonderland Road North, the estimated cost of which is \$8,327, as per the approved Work Plan;
- (v) for the construction of street lights on Wonderland Road North as per the accepted engineering drawings, the estimated cost of which is \$47,300, as per the approved Work Plan;
- (vi) for the engineering costs related to the construction of street lights on Wonderland Road North, the estimated cost of which is \$17,005, as per the approved Work Plan;
- (vii) for the construction of pavement widening on Eagletrace Drive at Wonderland Road North, the estimated cost of which is \$21,100 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:

6. All temporary erosion and sediment control measures installed in conjunction with this Plan shall be decommissioned and/or removed when warranted or upon placement of Granular 'B' as per accepted engineering drawings, all to the satisfaction of the City Engineer and at no cost to the City.

24.7 GRADING REQUIREMENTS

Add the following new Special Provisions:

7. The Owner shall grade the portions of Lot 8 and Lots 26, 27, 28, 29 and 30 inclusive, which have a common property line with Wonderland Road North, to blend with the ultimate profile of Wonderland Road North, in accordance with the accepted engineering drawings and at no cost to the City.
8. Prior to the issuance of a Certificate of Conditional Approval, the Owner shall remove and relocate any existing earth stock pile(s) within this Plan and if necessary, provide such measures as easements and catchbasins in conjunction with the implementation of the grading, erosion and sediment control measures, etc. to address any grading and/or drainage issues that may arise in this Plan, to the satisfaction of the City Engineer, at no cost to the City.
9. 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 to regrade a portion of the property abutting this Plan, in conjunction with grading and servicing of this subdivision, as per the accepted engineering drawings, to the specifications of the City, at no cost to the City.

24.9 SANITARY AND STORM SEWERS

10.

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 Medway Creek Subwatershed, and connect them to the City's existing storm sewer system being the 1200mm diameter storm sewer on Eagletrace Drive, as per the accepted engineering drawings, to the satisfaction of the City.

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

- (j) The Owner shall construct the sanitary sewers to service the Lots and Blocks in this Plan and connect them to the City's existing sanitary sewage system being the 250 mm diameter sanitary sewer on Eagletrace Drive, as per accepted engineering drawings, to the satisfaction of the City.

Add the following new Special Provisions:

11. 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 Eagletrace Drive in Plan 33M-687 and Wonderland Road North, 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 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.

24.10 WATER SERVICING

Add the following new Special Provisions:

12. 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/high-level municipal system, namely, the existing 200 mm diameter watermain on Eagletrace Drive and the 450 mm diameter watermain on Wonderland Road North, as per the accepted engineering drawings, to the satisfaction of the City.
 - ii) Have their consulting engineer confirm to the City that the watermain system has been constructed and is operational in Plan 33M-687 to the south.
13. The available fire flows for development Block 34 within this Plan of Subdivision has been established through the subdivision water servicing design study and as identified on the accepted engineering drawings.
- Future development of this Block shall be in keeping with the established fire flows in order to ensure adequate fire protection is available.
14. If the Owner requests the City to assume Eagletrace Drive 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 Eagletrace Drive and restoring adjacent lands, all to the specifications of the City. The estimated cost for doing the above-noted work on this street is \$5,000 per automatic flushing device for which amount sufficient security is to be provided in accordance with **Condition 24.1 (#)**. 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.
15. If the Owner requests the City to assume Buroak Drive 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 north limit of Buroak Drive and restoring adjacent lands, all to the specifications of the City. The estimated cost for doing the above-noted work on this street is \$5,000 per automatic flushing device for which amount sufficient security is to be provided in accordance with **Condition 24.1 (#)**. 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

16.

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) The Owner shall register against the title of all Lots and Blocks abutting the traffic calming circle 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 Eagletrace Drive and Buroak Drive in this Plan, and shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of the said Lots and Blocks, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Lots and Blocks away from the traffic calming measures on the said streets, including a traffic calming circle and splitter islands, to be installed as traffic control devices, to the satisfaction of the City Engineer.

17.

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 Eagletrace Drive via Wonderland Road North or as otherwise designated by the City.

Add the following new Special Provisions:

- 18. Barricades are to be maintained at the north limit of Buroak Drive and the future cul-de-sac known as Street 'C' until adjacent lands develop or as otherwise directed by the City. At the time when adjacent lands 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.

- 19. Prior to the issuance of any Certificate of Conditional Approval, or as otherwise directed by the City Engineer, the Owner shall construct a roundabout, including splitter islands, at the intersection of Eagletrace Drive and Buroak Drive, including permanent signage and pavement markings, or provide alternative measures as determined by the City, to the satisfaction of the City Engineer, at no cost to the City.
- 20. The Owner shall remove existing infrastructure, including but not limited to, CICBs, DICBs, curbs, etc. on Wonderland Road North and relocate/restore/construct associated works as per the accepted engineering drawings, to the specifications and satisfaction of the City.
- 21. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall complete all necessary grading and construct storm sewers, catchbasins and all associated works on Wonderland Road North as per the accepted engineering drawings, to the specifications and satisfaction of the City.
- 22. Prior to the issuance of a Certificate of Conditional Approval, the Owner shall construct a gateway island on Eagletrace Drive from Wonderland Road North westerly with a right of way width of 28.0 metres for a minimum length of 45.0 metres tapered back over a distance of 30 metres to the standard secondary collector road right of way width of 21.5 metres, to the satisfaction of the City. The widened road on Eagletrace Drive is to be equally aligned from the centreline of the road and tapered back to the 9.5 metres of road pavement width (excluding gutters) and 21.5 metres of road allowance for this street with 30 metre tapers on both street lines, as per the accepted engineering drawings, to the satisfaction of the City.
- 23. The Owner shall construct Eagletrace Drive at the east boundary of the subject property such that its centreline aligns with the existing road to the east in Plan 33M-593, as per the accepted engineering drawings, to the satisfaction of the City.

24. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install temporary street lighting at the intersection of Eagletrace Drive and Wonderland Road North, if necessary, as per the accepted engineering drawings, to the specifications of the City, at no cost to the City.
25. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct all associated works on Wonderland Road North (eg. repaint lane markings, locations of bike lanes, etc.) as per the accepted engineering drawings, to the satisfaction of the City Engineer.
26. The Owner shall construct noise walls along Wonderland Road North as per the accepted engineering drawings, all to the specifications of the City and at no cost to the City.
27. The Owner shall design and construct a sidewalk, street lighting and all associated works on Wonderland Road North across the frontage of this plan as per the accepted engineering drawings, all to the specifications and satisfaction of the City.
28. The Owner shall convey Future Development Block 38, to the existing property to the south, for access to their existing development, to the satisfaction of the City and at no cost to the City.

24.xx PLANNING

29. School Board Caution Clauses:

- i) The Owner shall advise purchasers that there is no commitment by the London District Catholic School Board to construct a permanent educational facility within the development area at this time. Sufficient pupil accommodation will not be available for all anticipated Catholic students residing within the development area. The London District Catholic School Board reserves the right to accommodate Catholic students in temporary (holding) facilities and/or bus students to educational facilities outside of the development area, and further, such students may later be transferred to a neighbourhood school should one be constructed.
- ii) The Owner shall inform all purchasers of residential lots and blocks by including a condition in a purchase agreement stating that there are no plans for the construction of an educational facility by the Thames Valley District School Board to serve the area in the foreseeable future. Educational facilities in the immediate vicinity are presently at capacity. The Board has designated the area a holding zone and students will be assigned to a holding school(s).

Add the following clauses:

30. Prior to Design Studies for the applicable phase, the Owner shall have a qualified acoustical consultant prepare a noise study concerning the impact of traffic noise from Wonderland Road North on this development. The Noise Study is to be reviewed and accepted by the City Planner. The final accepted recommendations shall be constructed or provisions made for installation by the Owner in the subdivision agreement with the City of London. (Planning)
31. The Owner shall include in all Purchase and Sale Agreements the requirement that the homes to be designed and constructed on all corner lots (Lot 1, 8, 9, 11, 15, 19, 30) in this Plan, 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 side yard road frontage. Further, the owner shall obtain approval of their proposed design from the City prior to any submission of an application for a building permit for corner lots with an exterior sideyard in this Plan.

32. Prior to the occupancy for any of the following Lots 8, 26, 27, 28, 29 and 30 in this Plan, the Owner shall construct the entire proposed noise wall and/or berm fronting Wonderland Road North at the rear property lines of each of the said Lots as shown on the accepted engineering drawings and have its professional engineer certify that the said walls and/or berms were constructed in accordance with the accepted engineering drawings, all to the satisfaction of the City.
33. The Owner shall register against the title of Lots in this Plan, and include in the Agreement of Purchase and Sale for the transfer of the said Lots, 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 noise walls and/or berms in the future located on the said Lot and/or Block, at no cost to the City.
34. Prior to the construction of the noise attenuation barriers/walls, shop drawings for the barriers and footings are to be provided to MTE Consultants for review and approval.
35. Prior to assumption, the Owner's professional engineer shall certify to the City, the noise walls on Lots in this Plan, as per the accepted engineering drawings, are in a state of good repair and functioning as intended, all to the satisfaction of the City.
36. The City of London shall not be responsible for the maintenance, repair and/or replacement of the noise attenuation barrier.
37. Prior to the issuance of a building permit application for Lots 8, 27, 28, 29 and 30, an individual lot noise assessment review of the building components (walls, doors and windows, etc.) shall be completed by MTE Consultants and any required STC ratings will be specified. The Owner shall ensure Lots 8, 27, 28, 29, 30 have special building components (windows, walls, doors) designed to achieve indoor sound level criteria (40 dBA for nighttime living spaces/45dBA for daytime living space) and verified by an Acoustical Professional to ensure the required sound transmission loss rating is acceptable. Prior to occupancy, the Owner shall ensure a central air conditioner shall be installed.
38. Prior to the issuance of a building permit application for Lots 7, 8, 26, 27, 28, 29 and 30, an individual outdoor living area noise assessment review will be completed by MTE to confirm adequate outdoor noise attenuation by noise attenuation barrier.
39. Prior to occupancy, the Owner shall ensure a central air conditioning unit shall be installed on Lots 8, 27, 28, 29 and 30 and the installation for the provision of an air conditioning unit on Lots 2 to 6, 12 to 15, 16 to 19 and 22 to 25, all inclusive, as per the accepted Environmental Noise Assessment, to the satisfaction of the City.
40. The Owner shall register against the title of Lots 2, 12, 16 and 22 in this Plan, and include in the Agreement of Purchase and Sale for the transfer of the said Lots, a warning clause as follows:

"This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment, Conservation, and Parks."
41. The Owner shall register against the title of Lots 3, 4, 5, 6, 13, 14, 15, 17, 18, 19, 23, 24 and 25 in this Plan, and include in the Agreement of Purchase and Sale for the transfer of the said Lots, a warning clause as follows:

"Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of

the Environment, Conservation, and Parks. This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment, Conservation, and Parks."

42. The Owner shall register against the title of Lots 7 and 26 in this Plan, and include in the Agreement of Purchase and Sale for the transfer of the said Lots, a warning clause as follows:

"Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment, Conservation, and Parks. This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment, Conservation, and Parks."

43. The Owner shall register against the title of Lots 8, 27, 28, 29 and 30 in this Plan, and include in the Agreement of Purchase and Sale for the transfer of the said Lots, a warning clause as follows:

"Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment, Conservation, and Parks. This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment, Conservation, and Parks."

44. Prior to occupancy, the Owner's Professional Engineer shall certify that any works as recommended in the accepted Environmental Noise Assessment prepared by MTE Consultants (MTE File No. 41794-134) are implemented by the Owner, to the satisfaction of the City, at no cost to the City Engineer.

25.xx. AGENCIES

45. The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
46. The Owner agrees that should any conflict arise with existing Bell Canada facilities or easements within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.
47. The Owner is advised to contact Bell Canada at planninganddevelopment@bell.ca during the detailed utility design stage to confirm the provision of communication/ telecommunication infrastructure needed to service the development.
48. It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure.
49. If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.

SCHEDULE "C"

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

SPECIAL WORKS AND SERVICES

Roadways

- Eagletrace Drive and Buroak Drive (north of Eagletrace Drive) shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 21.5 metres.
- Buroak Crescent (South of Eagletrace Drive) from Eagletrace Drive to 30 metres south of Eagletrace Drive shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 21.5 metres. The widened road on Buroak Crescent shall be equally aligned from the centreline of the road and tapered back to the 6.5 metre road pavement width (excluding gutters) and 20.0 metre road allowance for this street, with 30 metre tapers on both street lines.
- Buroak Crescent (from 30 metres south of Eagletrace Drive) shall have a minimum road pavement width (excluding gutters) of 6.5 metres with a minimum road allowance of 20.0 metres. The widened road on Buroak Crescent shall be equally aligned from the centreline of the road and tapered back to the 6.5 metre road pavement width (excluding gutters) and 18.0 metre road allowance for this street, with 30 metre tapers on both street lines.
- Buroak Crescent shall have a minimum road pavement width (excluding gutters) of 6.5 metres with a minimum road allowance of 18.0 metres.
- Eagletrace Drive, from Wonderland Road North to 45 metres west of Wonderland Road North shall have a minimum road pavement width (excluding gutters) of 11.0 metres with a minimum road allowance of 28.0 metres. The widened road on Eagletrace Drive 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 Eagletrace Drive and Buroak Drive (north of Eagletrace Drive).

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

- (i) Buroak Crescent – outside boulevard (west, east and south boulevard)
- (ii) Wonderland Road North – across frontage of plan to connect to existing sidewalk on Wonderland Road North south of this plan as per the accepted engineering drawings

Pedestrian Walkways

There are no pedestrian walkways within this Plan of Subdivision.

SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2021, between The Corporation of the City of London and Vista Wood Estates 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 36, Block 37 and Block 39 plus one at north limit of Lot 30
Road Widening (Dedicated on face of plan):	Block 35
Walkways:	NIL
5% Parkland Dedication:	NIL or Cash payment in lieu of the 5% parkland dedication pursuant to City of London By-law C.P.-9.
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 Vista Wood Estates 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:	\$ 399,589
BALANCE PORTION:	<u>\$2,264,339</u>
TOTAL SECURITY REQUIRED	\$2,663,928

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 Vista Wood Estates Limited to which it is attached and forms a part.

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

Multi-Purpose Easements:

- (a) Multi-purpose easements shall be deeded to the City in conjunction with this Plan, over lands external to this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
 - i) For servicing stubs and automatic flusher at the north limit of Buroak Drive external to this plan.

Appendix B – Claims and Revenues

Estimated Costs and Revenues

Estimated DC Claim Costs	Estimated Cost (excludes HST)
Claims for Owner led construction from CSRF	
- Construction - Road Oversizing Eagletrace Drive at Wonderland Road (DC19RS1009)	\$21,100
- Construction - Channelization on Wonderland Road (DC19RS1001)	\$277,492
- Engineering - Channelization on Wonderland Road (DC19RS1001)	\$41,554
- Construction - Sidewalk on Wonderland Road (DC19RS1002)	\$55,605
- Engineering - Sidewalk on Wonderland Road (DC19RS1002)	\$8,327
- Construction - Streetlights on Wonderland Road (DC19RS1003)	\$47,300
- Engineering - Streetlights on Wonderland Road (DC19RS1003)	\$17,005
Total	\$468,383
Estimated DC Revenues (2021 Rates)	Estimated Revenue
CSRF TOTAL	\$1,690,854

- 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, Capital Assets and Projects

Appendix C – Source of Finance (1 of 2)

#21094

June 21, 2021
(39T-03505)

Chair and Members
Planning and Environment Committee

RE: Subdivision Special Provisions - Sunningdale Crossing (Vista Woods) Phase 3 Subdivision
Vista Woods Estates Ltd.
Capital Project TS137119- Road Class Oversizing City Share (2019-2023) (2509167)
Capital Project TS165119- Minor Roadworks - Channelization (2019-2023) (2509159)
Capital Project TS165319- Minor Roadworks - Sidewalks (2019-2023) (2509165)
Capital Project TS165419- Minor Roadworks - Streetlights (2019-2023) (2524811)

Finance Supports Report on the Sources of Financing:

Finance Supports 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 Deputy City Manager, Planning and Economic Development and Chief Building Official, the detailed source of financing is:

Estimated Expenditures	Approved Budget	Committed To This Date	Committed To This Submission	Balance for Future Work
TS137119- Road Class Oversizing City Share				
Engineering	20,000	0	0	20,000
Construction	580,000	0	21,471	558,529
TS137119 Total	600,000	0	21,471	578,529
TS165119 - Minor Roadworks - Channelization				
Engineering	249,000	103,842	42,285	102,873
Construction	2,270,610	497,273	282,376	1,490,961
TS165119 Total	2,519,610	601,115	324,661	1,593,834
TS165319 - Minor Roadworks - Sidewalks				
Engineering	110,000	31,148	8,474	70,378
Construction	1,223,200	265,196	56,584	901,420
TS165319 Total	1,333,200	296,344	65,058	971,798
TS165419 - Minor Roadworks - Streetlights				
Engineering	240,000	28,389	17,305	194,306
Construction	1,618,755	0	48,132	1,570,623
TS165419 Total	1,858,755	28,389	65,437	1,764,929
Total Expenditures	\$6,311,565	\$925,848	\$476,627	\$4,909,090
Sources of Financing				
TS137119- Road Class Oversizing City Share				
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	600,000	0	21,471	578,529
TS165119 - Minor Roadworks - Channelization				
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	2,519,610	601,115	324,661	1,593,834
TS165319 - Minor Roadworks - Sidewalks				
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	1,333,200	296,344	65,058	971,798
TS165419 - Minor Roadworks - Streetlights				
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	1,858,755	28,389	65,437	1,764,929
Total Financing	\$6,311,565	\$925,848	\$476,627	\$4,909,090

Appendix C – Source of Finance (2 of 2)

#21094

June 21, 2021
(39T-03505)

Chair and Members
Planning and Environment Committee

RE: Subdivision Special Provisions - Sunningdale Crossing (Vista Woods) Phase 3 Subdivision

Vista Woods Estates Ltd.

Capital Project TS137119- Road Class Oversizing City Share (2019-2023) (2509167)

Capital Project TS165119- Minor Roadworks - Channelization (2019-2023) (2509159)

Capital Project TS165319- Minor Roadworks - Sidewalks (2019-2023) (2509165)

Capital Project TS165419- Minor Roadworks - Streetlights (2019-2023) (2524811)

Financial Note - Engineering	TS165119	TS165319	TS165419	Subtotal
Contract Price	\$41,554	\$8,327	\$17,005	\$66,886
Add: HST @13%	5,402	1,083	2,211	8,696
Total Contract Price Including Taxes	46,956	9,410	19,216	75,582
Less: HST Rebate	-4,671	-936	-1,911	-7,518
Net Contract Price	\$42,285	\$8,474	\$17,305	\$68,064

Financial Note - Construction	TS137119	TS165119	TS165319	TS165419
Contract Price	\$21,100	\$277,492	\$55,605	\$47,300
Add: HST @13%	2,743	36,074	7,229	6,149
Total Contract Price Including Taxes	23,843	313,566	62,834	53,449
Less: HST Rebate	-2,372	-31,190	-6,250	-5,317
Net Contract Price	\$21,471	\$282,376	\$56,584	\$48,132

Financial Note - Construction Continued	Subtotal
Contract Price	\$401,497
Add: HST @13%	52,195
Total Contract Price Including Taxes	453,692
Less: HST Rebate	-45,129
Net Contract Price	\$408,563
Engineering and Construction Total	\$476,627

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.

Jason Davies

Manager of Financial Planning & Policy

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