

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 Thames Village Joint Venture Corporation
1738, 1752 and 1754 Hamilton Road
Thames Village Joint Venture Subdivision Phases 1 and 2
Special Provisions

Meeting on: July 26, 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 Thames Village Joint Venture Corporation for the subdivision of lands located at 1738, 1752 and 1754 Hamilton Road, north side, south of the Thames River; legally described as Part of Lots 7 & 8, Concession 1; Part of Lot 7, Broken Front Concession "B"; Part of the Road Allowance Between Lots 6 & 7, Broken Front Concession "B" and Concession 1 (Closed by Unregistered By-law 276, dated April, 1875) (Geographic Township of Westminster); all of Lot 1 and Part of Lot 6, and all of the one foot reserve abutting Bobolink Lane Registered Plan No. 747 in the City of London, County of Middlesex;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Thames Village Joint Venture Corporation for the Thames Village Joint Venture Subdivision, Phases 1 and 2 (39T-17502) 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"; and,
- (d) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

Executive Summary

The purpose of this recommendation and report is to seek approval of Special Provisions to be contained in a Subdivision Agreement between The Corporation of the City of London and Thames Village Joint Venture Corporation for the Thames Village Joint Venture Subdivision, Phase 1 and 2 (39T-17502_2_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 southwesterly half of the site is characterized by tableland consisting of open fields previously in agricultural use. The northeasterly half of the site is composed of steep, wooded ravines in which there are two watercourses tributary to the Thames River to the north. Residential uses currently occupying the site include two existing dwellings fronting the east side of Hamilton Road (1738 Hamilton Road and 1752 & 1754 Hamilton Road).

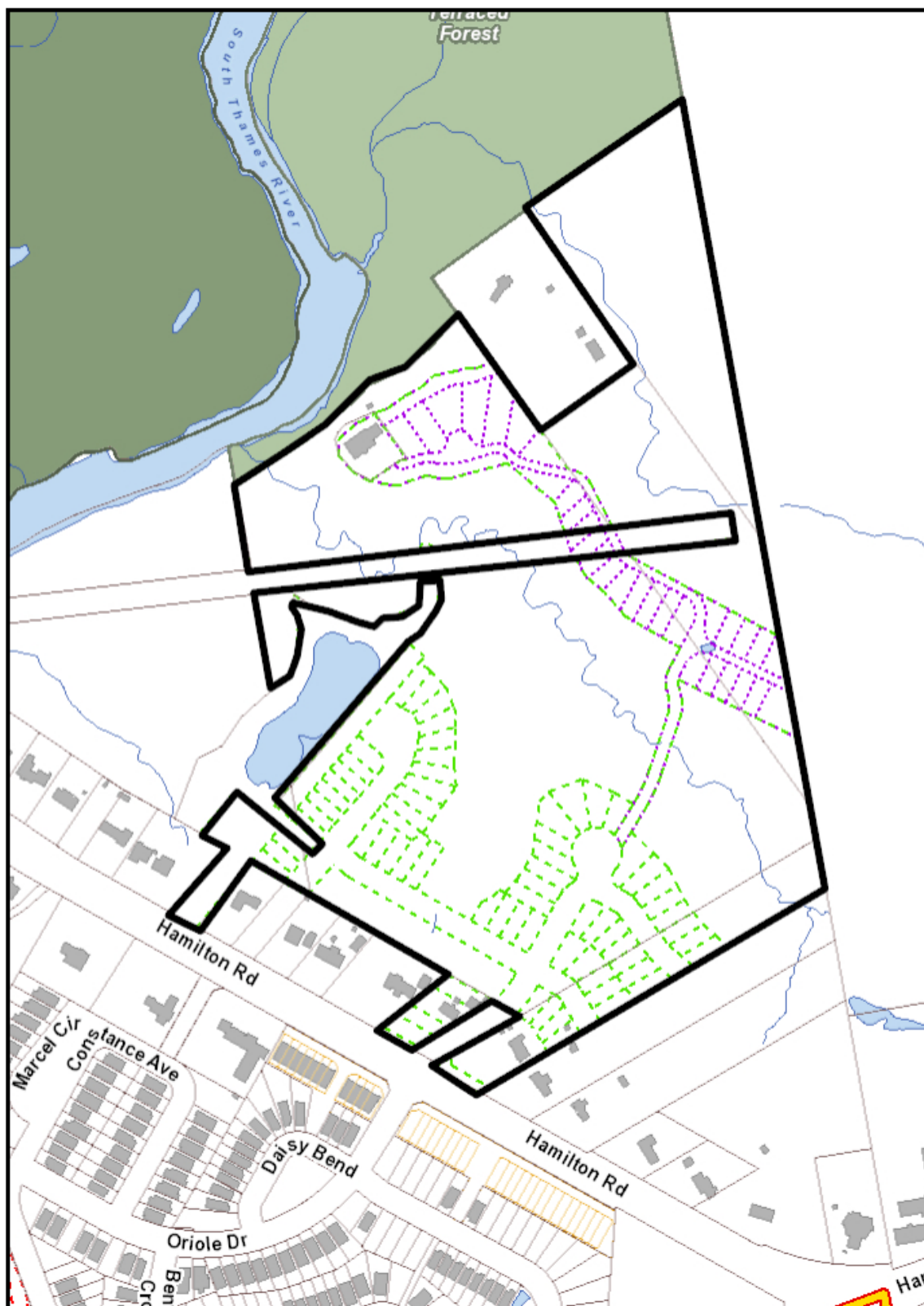
There is an existing dwelling at the back of the property located on tableland overlooking the Thames River and adjacent ravine (1742 Hamilton Road). This dwelling was originally part of the subject lands but was later severed off as a separate parcel. Not far to the east is another home within the same area, but located on a separate parcel of land outside the subdivision limits (1746 Hamilton Road). Both residential properties share a private lane for access from Hamilton Road.

Development of a residential strip of single detached dwellings emerged over time along the north side of Hamilton Road. This was partly the result of a subdivision plan (R.P. 747) registered many years ago when this area was within the Township of Westminster. Through that registered plan, Oriole Drive, Bobolink Lane, and Cardinal Lane were dedicated as public highways. Oriole Drive and Bobolink Lane will be utilized to provide the subdivision plan with public road access to Hamilton Road.

The proposed subdivision lands are traversed by an untravelled road allowance lying east of Hamilton Road between Concession 1 and Broken Front Concession 'B' (known as the "Base Line" road allowance). The process of legally closing the road allowance as a public highway has been approved by Municipal Council. The bulk of the road allowance will be retained by the City for open space purposes, except for a small portion which is proposed to be acquired by the owner/developer in order to connect development lands lying on either side of the road allowance and creating a continuous block for a future vacant land condominium (Phase 2). These lands are also traversed by the Hydro One Networks transmission corridor easement. Adjustments to the draft plan have been made to ensure that future residential development does not encroach into the hydro corridor easement lands.

The City of London Approval Authority granted draft plan of subdivision approval on August 15, 2018.






1.2 Location Map



Location Map

Project Title: File No. 39T-17502
Description: Thames Village Joint Venture Corp. -
1738, 1752 & 1754 Hamilton Rd.
Created By: Larry Mottram
Date: 7/5/2021
Scale: 1:4000

Legend

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

Corporation of the City of London



2.0 Discussion and Considerations

2.1 Development Proposal

Phases 1 and 2 of the plan of subdivision will consist of 68 single detached residential lots (Lots 1-27 and Lots 29-69), two (2) cluster housing blocks (Blocks 75 and 79), one (1) street townhouse block (Block 70), seven (7) open space blocks (Blocks 71, 72, 73, 74, 76, 77 and 78), two (2) road widening blocks (Blocks 80 and 81), four (4) reserve blocks (Blocks 82-85), two (2) temporary turning circles, and three (3) local streets including the extensions of Oriole Drive and Bobolink Lane, and a new neighbourhood street - Chickadee Trail. It should be noted that Lot 28 is to remain as open space as agreed to by the applicant following final review of the detailed subdivision design by the City and UTRCA.

The recommended special provisions for the proposed Phase 1 and 2 Subdivision Agreement are found at Appendix A of this report. Staff have reviewed these Special Provisions with the Owner who is in agreement with them.

This report has been prepared in consultation with the City 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 Thames Village Joint Venture Subdivision – Phases 1 and 2, and recommend that they be approved; and, that the Mayor and the City Clerk be authorized to execute the Subdivision Agreement, any amending agreements and all documents required to fulfil its conditions.

Prepared by: Larry Mottram, MCIP, RPP
Senior Planner, Subdivisions and Condominiums

Reviewed by: Bruce Page, MCIP, RPP
Manager, Subdivision Planning

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
Peter Kavcic, Manager, Subdivision Engineering
Bruce Page, Manager, Subdivision Planning

July 16, 2021
GK/GB/BP/LM/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 Lot 69 and Block 70 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's Professional Geotechnical Engineer shall ensure that all geotechnical issues including erosion, maintenance and structural setbacks related to slope stability associated with Tributary 2 and Tributary 2C are adequately addressed for Phase 2 of this Subdivision, as per the accepted engineering drawings and all to the satisfaction of the City Engineer and the Upper Thames Conservation Authority (UTRCA). The Owner also agrees that in accordance with the MECP and City's requirements, adequate setbacks will be maintained and allocated in accordance with the City Council approved Official Plan Policies relating to open watercourse setbacks.

10. COMPLETION, MAINTENANCE, ASSUMPTION AND GUARANTEE

Add the following new Special Provision:

3. 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.

15. PROPOSED SCHOOL SITES

4.

Remove Subsections 15.3 to 15.8 as there are no School Blocks in this Plan.

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

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

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

~~15.6 Where all School Boards have waived the right to purchase, the City shall then~~

~~have the right for a period of two (2) years from the date on which the right to purchase by the School Board has expired or has been 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:

5. Prior to assumption and in conjunction with the Final Lot Grading Certificate, the Owner shall make any amendments to the Plan required to adjust property boundaries consistent with as-built conditions (e.g. Part-Lot Control or Consent) as confirmed by an Ontario Land Surveyor for Block 70, to the satisfaction of the City, all at no cost to the City.
6. 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.
7. Prior to assumption of this Subdivision in whole or in part by the City, and as a condition of such assumption, the Owner shall pay to the City Treasurer the following amounts as set out or as calculated by the City, or portions thereof as the City may from time to time determine:
 - (i) For the removal of the temporary turning circle on Oriole Drive and Chickadee Trail inside this Plan, an amount of \$20,000 per temporary turning circle for a total amount of \$40,000
 - (ii) Removal of automatic flushing devices/blowoffs in future, an amount of \$5,000 each flusher for a total amount of \$20,000 for 4 automatic flushing devices as per the accepted engineering drawings
8. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make adjustments to the existing works and services within this Draft Plan and on Hamilton Road, Oriole Drive and Bobolink Lane, adjacent to this Plan to accommodate the Lots in this Plan fronting these streets (eg. Private services, hydro poles, 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.
9. The Owner shall include in the Agreements of Purchase and Sale or lease and in the transfer of deed of Blocks 75 and 79 in this Plan, a covenant by the purchaser or transferee stating that the purchaser or transferee of the said Blocks to observe and comply with the private easements for access purposes for 1742 and 1746 Hamilton Road. No landscaping, vehicular accesses, parking access, works or other features shall interfere with the above-noted municipal or private maintenance accesses, servicing, grading or drainage that services other lands.
10. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall

have the existing access to 1742 and 1746 Hamilton Road and 1752 and 1754 Hamilton Road relocated and/or reconstructed to the satisfaction of the City.

11. The Owner shall relocate hydro poles and comply with Hydro One Networks Incorporated as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
12. Prior to final approval, the Owner shall ensure that any Lot located adjacent to the hydro easement shall have registered on title to the Lot and included in agreements of purchase and sale or lease, the appropriate Hydro One Networks Inc. (HONI) warning clauses, to the satisfaction of the City.
13. Prior to undertaking any works or site alteration including filling, grading, construction of alteration to a watercourse in a Conservation Regulated Area, the Owner shall obtain a permit or receive clearance from the Upper Thames River Conservation Authority.
14. The Owner acknowledges that servicing for Blocks 75 and Block 79 must be approved through Site Plan Approval by the City prior to installation of servicing.
15. The Owner shall combine Lot 28 with Block 72 as additional Open Space, all to the satisfaction of the City and the Upper Thames River Conservation Authority.

24.2 CLAIMS

16.

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 Low Impact Development features in conjunction with this Plan, subsidized at an estimated cost of which is \$16,422;
- (ii) for the construction of channelization on Hamilton Road at Oriole Drive, the estimated cost of which is \$63,800, as per the approved Work Plan;
- (iii) for the engineering costs related to the construction of channelization on Hamilton Road at Oriole Drive, the estimated cost of which is \$9,581, as per the approved Work Plan;
- (iv) for the construction of an Oil Grit Separator System identified under the Class EA for Old Victoria SWMF 1, the estimated cost of which is \$89,190, as per the approved Work Plan;
- (v) for the engineering costs related to the construction of an Oil Grit Separator System identified under the Class EA for Old Victoria SWMF 1, the estimated cost of which is \$13,472, 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:

17. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct and have operational temporary sediment and erosion control works (eg. berms, rock check dams, etc.) as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
18. Prior to the issuance of any Certificate of Conditional Approval, any temporary erosion and sediment control measures, including sediment basins, and all associated works, installed in conjunction with the site alteration approval which are no longer required shall be decommissioned as per accepted engineering drawings or as directed by the City, all to the satisfaction of the City Engineer and at no cost to the City. The Owner is responsible for all costs related to the decommissioning and redirection of sewers and overland flow routes, if necessary.

24.7 GRADING REQUIREMENTS

Add the following new Special Provisions:

19. The Owner shall grade the portions of Lots 65 and 66 inclusive, which have a common property line with Hamilton Road, to blend with the ultimate profile of Hamilton Road, in accordance with the accepted engineering drawings and at no cost to the City.
20. The Owner shall register against the title of Lots 66 to 69 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.

21. The Owner shall maintain the existing overland flow route between Lots 66 to 69 as per the accepted engineering drawings, to the satisfaction of the City Engineer.
22. The Owner shall register against the title of Lots 18 to 27 and Lots 29 to 37, inclusive, in this Plan, and shall include in the Agreement of Purchase and Sale for the transfer of each of the said Lots, as an infiltration swale 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 infiltration swale 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 infiltration swale, grading or drainage.

23. The Owner shall maintain the existing infiltration swales over Lots 18 to 27 and Lots 29 to 37, inclusive, as per the accepted engineering drawings, to the satisfaction of the City Engineer.
24. 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.
25. The Owner shall grade and drain all boundaries of the Lots, Open space and renaturalization areas, and roads to blend in with the abutting existing Stormwater Management Facility to the west, as per the accepted engineering drawings, all to the specifications and satisfaction of the City, at no cost to the City.
26. Prior to occupancy of Lots 66 and 67 in this Plan or as otherwise directed by the City, the Owner shall construct the proposed noise attenuation wall adjacent to the side property lines of each of the said Lots as shown on the accepted engineering drawings and have its Professional Engineer certify that the said walls were constructed in accordance with the accepted engineering drawings, all to the satisfaction of the City.
27. The Owner shall register against the title of Lots 65 and 66 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 shall be responsible for the maintenance of the noise attenuation wall in the future located on the said Lot and/or Block, at no cost to the City.
28. Prior to assumption, the Owner's Professional Engineer shall certify to the City, the noise attenuation walls on Lots 65 and 66 are in a state of good repair and functioning as intended, all to the satisfaction of the City.

29. Prior to the issuance of any Certificate of Conditional Approval, in order to develop this site, the Owner shall make arrangements with any adjacent property owners and acquire permissions to enter private property, if necessary, to regrade a portion of any property abutting this Plan, in conjunction with grading and servicing of this Subdivision, to the specifications of the City, at no cost to the City.

24.8 STORM WATER MANAGEMENT

Add the following new Special Provisions:

32. The Owner shall transfer Blocks 73 and 74 to the City to the satisfaction of the City, at no cost to the City.
31. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct all necessary works to implement the re-routing enclosure and/or removal of the existing open watercourses in this Plan as per the accepted engineering drawings, all to the satisfaction of the City and the Upper Thames River Conservation Authority.
32. 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.
33. Prior to the issuance of any Certificate of Conditional Approval, 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.
34. 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.
35. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall have all low impact development features installed and operational in this Plan to accommodate the storm servicing design 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.
36. Prior to the issuance of any Certificate of Conditional Approval for the Phase 2 of this Plan of Subdivision, the Owner shall have its consulting Professional Engineer submit a monitoring and maintenance strategy to the City for review and acceptance outlining a program for the monitoring and maintenance of the Oil Grit Separator (OGS) discharging to Tributary 2 and any Low Impact Development (LID) features in Phase 2 of this Plan of Subdivision, if any, all to the satisfaction of the City, at no cost to the City. This strategy is to be in accordance with the "Low Impact Development Stormwater Management Practice Inspection and Maintenance Guide" prepared by Toronto and Regional Conservation Authority.
37. Prior to the issuance of any Certificate of Conditional Approval for Phase 2 of this Plan of Subdivision, the Owner shall have water balance components and low impact development (LID) features, if any, installed and operational in Phase 2 of this Plan of Subdivision 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.
38. 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 the OGS discharging to Tributary 2 and any low impact development features, 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.
39. Prior to assumption of this Plan, the Owner shall have its Professional Engineer certify to the City that all low impact development features in this Plan are constructed and operational in accordance with the Ministry of Environment and Climate Change's Environmental Compliance Approval, the accepted servicing drawings and the Stormwater Management Report, to the satisfaction and at no cost to the City. Where the above cannot be met, the Owner shall correct deficiencies as soon as they are detected or provide alternative measures that comply with the said accepted design requirements to the satisfaction of the City, at no cost to the City.

40. The Owner shall restore any disturbed areas adjacent to the SWM Facility and/or lands as a result of construction associated within this Plan to existing or better conditions, to the satisfaction of the City.
41. The Owner shall include in all Agreements of Purchase and Sale or Lease and register against the title of Lots incorporating on-site rear yard ponding/stormwater infiltration swales, which includes Lots 18 to 27 and Lots 29 to 37, inclusive, in this Plan and shall include in the Agreements of Purchase and Sale or Lease for the transfer of each of the said Lots, a covenant by the purchaser or transferee of the said Lots to observe and comply with the following:
 - i) That during the development of the said Lots in this Plan until this is assumed by the City, the purchaser or transferee shall allow the Owner to enter the Lot to install, inspect, maintain and correct any deficiencies as soon as they are detected for the on-site stormwater infiltration swales in accordance with the Ministry of Environment's Environmental Compliance Approval, the accepted engineering drawings and the accepted Stormwater Management Plan, to the satisfaction of the City and at no cost to the City.
 - ii) The purchaser or transferee is prohibited from constructing any structures, pools, extensive landscaping or other features in any location which may affect the operation of the private stormwater infiltration swales; and,
 - iii) After assumption, the purchaser or transferee shall inspect and maintain the on-site stormwater infiltration swales on the said Lots, including correcting any deficiencies as soon as they are detected, in accordance with the accepted monitoring and maintenance manual, Ministry of Environment's Environmental Compliance Approval, the accepted engineering drawings and the accepted Stormwater Management Plan, to the satisfaction and at no cost to the City.
42. Prior to assumption, the Owner shall provide to each Lot owner incorporating an on-site stormwater infiltration swale (Lots 18 to 27 and Lots 29 to 37, inclusive) a copy of the accepted monitoring and maintenance manual for the on-site stormwater infiltration swales in this Plan that are to be maintained by the purchaser or transferee after assumption in accordance with the Ministry of Environment's Environmental Compliance Approval, the accepted engineering drawings and the accepted Stormwater Management Plan, to the satisfaction and at no cost to the City.

24.9 SANITARY AND STORM SEWERS

43.

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 South Thames Subwatershed, and outlet them for the southwest portion of Phase 2 of this Plan of Subdivision to the Thames River via the proposed regional Stormwater Management (SWM) Facility (Old Victoria SWM # 1). The storm outlet for the balance of Phase 2 of this Plan of Subdivision and the total extent of Phase 3 of this Plan of Subdivision, namely the condominium development 39CD-17501 is the A. Lawson Drain (Tributary 2) and all related stormwater/drainage servicing infrastructure in and related to this Plan of Subdivision, as per the accepted engineering drawings, to the satisfaction of the City.

44.

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 750 mm diameter sanitary sewer on Hamilton Road, as per the accepted engineering drawings, to the satisfaction of the City.

Add the following new Special Provisions:

45. The Owner acknowledges that the storm servicing for Phase 3 (Blocks 75 and 79) of this Plan of Subdivision will be provided as part of the detailed design and construction of the condominium 39CD-17501 and associated Approved Site Plan which will include but not be limited to such aspects as quality, quantity and erosion

& base flow control storage; minor and major flow design; hydrogeological and water balance works; sediment and erosion control measures; Environmental Monitoring Plan; etc., as identified in the accepted Functional Stormwater Management Report - Old Victoria East Subdivision, Phase 2 and 3 (LDS September 2020) and its revisions and updates, all to the specifications and satisfaction of the City and UTRCA.

46. The Owner shall construct a Lawson Drain (Tributary 2) crossing under the private access road connecting Oriole Drive with phase 3 of this Plan of Subdivision to the satisfaction of the City Engineer and the Upper Thames Conservation Authority (UTRCA).
47. The Owner recognizes that the elevation of Blocks 75 and 79 and existing dwellings 1742 and 1746 Hamilton Road is too low to be serviced by gravity through UTRCA regulated lands to connect in future to the top end sanitary sewer on Oriole Drive in this Plan. Therefore, the Owner hereby covenants and agrees to construct, at no cost to the City, a private sanitary pumping facility and private forcemain to serve the future proposed Condominium Development and is to outlet by way of a gravity connection within the future Oriole Drive road allowance to the proposed manhole on future Oriole Drive. The private forcemain and private pumping station and easement will be all at the future condominium owners' costs and maintenance into perpetuity.
48. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a storm sewer, catchbasins and all associated appurtenances over Block 75, and provide any necessary easements, as per the accepted engineering drawings, all to the satisfaction of the City.
49. The Owner shall register on the title of Blocks 75 and 79 that the sanitary system for these Blocks shall be privately owned and operated, to the satisfaction of the City, at no cost to the City.
50. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall provide confirmation that the Upper Thames River Conservation Authority has agreed to the construction of any proposed servicing through any Blocks in this Plan within the UTRCA regulatory area.
51. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct temporary berms, culverts, rock check dams and pumps to temporarily redirect Tributary 2 flows and maintain water quality until the ultimate servicing is complete as per the accepted engineering drawings, all to the specifications and satisfaction of the City.

It is noted the diversion operation is to be contained within the working area and a backup contingency pumping procedure is to be in place.

52. Where street townhouses are planned for any Blocks in this Subdivision, the Owner shall make provisions for the installation of separate sanitary private drain connections connecting to municipal sanitary sewers and water services connecting to municipal watermains for each individual street townhouse unit, and for adequate storm private drain connections connecting to municipal storm sewers for the townhouse site, all in accordance with applicable City standards or to the satisfaction of the City Engineer.
53. At the time this Plan is registered, the Owner shall register all appropriate easements for all existing and proposed private and municipal storm and sanitary works required in this Plan, to service external lands, all to the satisfaction of the City Engineer, at no cost to the City.

24.10 WATER SERVICING

Add the following new Special Provisions:

54. Prior to the issuance of any Certificates of Conditional Approval, and in accordance with City standards, or as otherwise required by the City Engineer, the Owner shall complete the following for the provision of water service to this Draft Plan of Subdivision:
 - i) construct watermains to serve this Plan and connect them to the existing low-level municipal system, namely, the existing 250 mm diameter watermain on Hamilton Road;

- ii) Ensure that these works, and any future servicing of the Blocks are done in a manner that avoids the creation of a regulated drinking water system;
 - 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
 - vi) Have their consulting Engineer prepare a Certificate of Completion of Works to confirm to the City that the watermain connection(s) to the 250 mm diameter watermain on Hamilton Road has been constructed, is operational and is complete.
55. The available fire flows for development Blocks within this Plan of Subdivision will be as per the final accepted Subdivision water servicing design study for the following:
- Block 70
 - Block 75
 - Block 79
- Future development of these Blocks shall be in keeping with the established fire flows in order to ensure adequate fire protection is available.
56. All development Blocks shall be serviced off the water distribution system internal to this Plan of Subdivision.
57. The Owner shall ensure implemented water quality measures remain in place until there is sufficient occupancy demand to maintain water quality within the Plan of Subdivision without their use all to the satisfaction of the City Engineer. The Owner is responsible to meter and pay all related costs, associated with all automatic flushing devices including water usage and the associated wastewater usage charges when discharging to the sanitary system all as set out in the Wastewater and Stormwater By-law (WM-28), for the duration of the temporary flushing device(s). Any incidental and/or ongoing maintenance of the automatic flushing devices is/are the responsibility of the Owner.
58. If the Owner requests the City to assume Bobolink Lane 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 Bobolink Lane 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.
59. If the Owner requests the City to assume Oriole Drive with the automatic flushing devices still in operation, all as shown on this Plan of Subdivision, prior to its extension to the north and east, the Owner shall pay to the City at the time of the assumption of this Subdivision by the City the amount estimated by the City at the time, to be the cost of removing the automatic flushing devices and properly abandoning the discharge pipe from the automatic flushing devices to the storm/sanitary sewer system at the north and east limits of Oriole 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 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.
60. If the Owner requests the City to assume Chickadee Trail with the automatic flushing devices still in operation, all as shown on this Plan of Subdivision, prior to its extension to the east, the Owner shall pay to the City at the time of the assumption of this Subdivision by the City the amount estimated by the City at the time, to be the cost of removing the automatic flushing devices and properly abandoning the discharge pipe from the automatic flushing devices to the storm/sanitary sewer system at the east limits of Chickadee Trail 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 \$5,000, for which amount sufficient security is to be provided in accordance with **Condition 24.1 ()**. The Owner shall provide the cash to the City at the request of the City prior to assumption of the Subdivision if needed by the City.

24.11 ROADWORKS

61.

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.~~

62.

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 Hamilton Road via Bobolink Lane. All trades and construction vehicles shall park within this Plan of Subdivision.

Add the following new Special Provisions:

- 63. The Owner shall construct a temporary turning circle at the southeast limit of Chickadee Trail as per the accepted engineering drawings, to the satisfaction of the City Engineer and at no cost to the City.

If the Owner requests the City to assume Chickadee Trail, all as shown on this Plan of Subdivision, prior to its extension to the east, the Owner shall pay to the City at the time of the assumption of this Subdivision by the City the amount estimated by the City at the time, to be the cost of removing the temporary turning circle at the east limit of Chickadee Trail and completing the curb and gutter, asphalt pavement, Granular 'A', Granular 'B', sodding of the boulevard, 1.5metre (5foot) concrete sidewalks on both sides, and restoring adjacent lands, including the relocation of any driveways, all to the specifications of the City. The estimated cost, including legal fees for releasing easements and/or transferring Blocks, and doing the above-noted work on this street is \$20,000 for which amount sufficient security is to be provided in accordance with **Condition 24.1 ()**. The Owner shall provide the cash to the City at the request of the City prior to assumption of the Subdivision if needed by the City.

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

64. The Owner shall construct a temporary turning circle at the east limit of Oriole Drive as per the accepted engineering drawings, to the satisfaction of the City Engineer and at no cost to the City.

If the Owner requests the City to assume Oriole Drive, all as shown on this Plan of Subdivision, prior to its extension to the east, the Owner shall pay to the City at the time of the assumption of this Subdivision by the City the amount estimated by the City at the time, to be the cost of removing the temporary turning circle at the east limit of Oriole Drive and completing the curb and gutter, asphalt pavement, Granular 'A', Granular 'B', sodding of the boulevard, 1.5metre (5foot) concrete sidewalks on both sides, and restoring adjacent lands, including the relocation of any driveways, all to the specifications of the City. The estimated cost, including legal fees for releasing easements and/or transferring Blocks, and doing the above-noted work on this street is \$20,000 for which amount sufficient security is to be provided in accordance with **Condition 24.1 ()**. The Owner shall provide the cash to the City at the request of the City prior to assumption of the Subdivision if needed by the City.

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

65. Prior to the issuance of a Certificate of Conditional Approval, the Owner shall construct the extension of Bobolink Lane and Oriole Drive, external to this Plan, from the west limits to Hamilton Road with all underground servicing and a minimum of granular 'B' road consistent with the servicing of Bobolink Lane and Oriole Drive within this Plan as required herein, in accordance with the accepted engineering drawings, including the removal of all existing works and services as needed, all to the specifications of the City Engineer, at no cost to the City.
66. The Owner shall maintain the extension of Bobolink Lane and Oriole Drive external to this Plan until construction is fully complete, all deficiencies cleared, a Certificate of Completion of Works covering the road construction has been issued to the City by the Owner's consulting Professional Engineer and the road is assumed by the City, all to the satisfaction of the City Engineer, at no cost to the City.
67. Prior to assumption, the Owner shall pay for the cost of registering and depositing the Dedication By-Law to create the portion of Bobolink Lane and Oriole Drive external to this Plan.
68. The Owner shall remove existing infrastructure, including but not limited to, CICBs, DICBs, curbs, etc. within this Plan and relocate/restore/construct associated works as per the accepted engineering drawings, to the specifications and satisfaction of the City.
69. The Owner shall register on title of Block 75 and 79 in this Plan and include in the Purchase and Sale Agreement, a covenant that the owner of Block 75 and 79 in this Plan shall be responsible for providing 1742 and 1746 Hamilton Road an easement of sufficient width for their access, at the Owner's expense, to the satisfaction of the City Engineer, at no cost to the City.
70. The Owner shall notify the future owners of Block 75 and 79 that only one access will be permitted for the Blocks to Oriole Drive. A joint access agreement must be established for the shared access, to the specifications and satisfaction of the City.
71. The Owner shall provide access for 1742 and 1746 Hamilton Road in order to not create a land locked parcel and the existing hydro services for the residential property at 1742 and 1746 Hamilton Road are to be relocated, all to the satisfaction of the City and London Hydro, at no cost to the City.
72. The Owner shall maintain the existing gravel access road for municipal 1742 and 1746 Hamilton Road during construction, to the satisfaction of the City.
73. Barricades or privacy treatments, as per the accepted engineering drawings, are to be maintained at east limits of Oriole Drive and Chickadee Trail until lands to the south develop or assumption of this Plan of Subdivision or as otherwise directed by the City. At the time of assumption of this Plan or as otherwise directed by the City, the Owner shall remove the barricades/privacy treatments 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)/privacy treatment, until the removal of the barricade(s) is authorized by the City.

74. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make an application to the City to lift the existing 0.3 metre reserves at the east limits of Bobolink Lane and Oriole Drive, to the satisfaction of the City.
75. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall provide access for 1752 and 1754 Hamilton Road to Oriole Drive and close and restore the boulevard for the existing accesses to Hamilton Road, to the satisfaction of the City, at no cost to the City.
76. The Owner shall contact the City to request the closure and conveyance of the existing road allowance within this Plan, to the satisfaction of the City.
77. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall undertake external works on Bobolink Lane and Oriole Drive, to construct fully serviced public street connections to the Subdivision, all to the specifications and to the satisfaction of the City, at no cost to the City.
78. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install temporary street lighting at the intersection of Hamilton Road and Oriole Drive, and the intersection of Hamilton Road and Bobolink Lane, to the specifications of the City, at no cost to the City.
80. Prior to Site Plan Approval for Block 75 and 79, turn lanes shall be constructed on Hamilton Road at Oriole Drive, to the satisfaction of the City.
81. Prior to Site Plan Approval for Block 75 and 79, Bobolink Lane is to be restricted to rights in/rights out through construction of a 'pork chop' island as per the accepted engineering drawings, to the satisfaction of the City.

24.xx PLANNING

82. 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 Lots and 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. It is noted that Lot 28 is to be conveyed to the City as public open space and that chain link fencing will therefore be required on the property limit interface between Lot 28 and Lot 29.
 - Within one (1) year of registration of this Plan, the Owner shall have its consultant provide a certificate to the City that identifies that the fencing has been installed as per the approved plan.
83. Prior to any grading on site, the Owner shall install a fence between the developed Lots in this Plan and 1764 Hamilton Road, as per the accepted engineering drawings, all to the specifications and satisfaction of the City, at no cost to the City.
84. The Owner shall implement the recommendations of the Environmental Noise Assessment prepared by Eng Plus Ltd., dated March 25, 2019; and the Thames Village Subdivision – Phase 2, Thames Village Joint Venture Corp. Supplemental Noise Letter prepared by LDS Consultants Inc., dated June 5, 2020, in the following manner:

Forced Air Central Heating

Should the Owner propose residential development in the future for Lot 65, and Lots 66 and 67, the Owner agrees not to submit building permit applications unless the plans include a forced air heating system and ducting, etc. which is sized to accommodate central air conditioning.

Warning Clauses

Should the Owner propose residential development in the future for Lot 65, and Lots 66 and 67, the following warning clause is required to be included in all agreements of purchase and sale or lease of these dwellings:

"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 Environment. (Note: The location and installation of the outdoor air conditioning device should be done so as to minimize the noise impacts and comply with criteria of MECP Publication NPC-216, Residential Air Conditioning Devices.)"

85. Should the Owner propose residential development in the future for Lot 65 and Lot 66, the following warning clauses are required to be included in all agreements of purchase and sale or lease of these dwellings:
- "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 Environment."
 - "Purchasers/tenants are advised that the noise barrier adjacent to the outdoor living area of the dwelling unit is not to be tampered with or altered, and further that the owner shall have sole responsibility for maintaining this feature in accordance with the Approved Plan and/or provision or set of provisions included in the Subdivision Agreement."
86. Should the Owner propose residential development in the future for Lot 65, and Lots 66 and 67, the following warning clause is required to be included in all agreements of purchase and sale or lease of these dwellings:
- "The Corporation of the City of London assumes no responsibility for noise issues which may arise from the existing or increased traffic on Hamilton Road as it relates to the interior or outdoor living areas of any dwelling unit within the development. The Corporation of the City of London will not be responsible for constructing any form of noise mitigation for this development."
87. The Owner shall implement all recommendations of the Old Victoria East Subdivision 1738, 1742, 1752 & 1756 Hamilton Road, London, Ontario Final Environmental Impact Study dated January 2019, as amended and updated, including Table 1. Summary of Recommendations and Commitments Derived from the Final Environmental Impact Study (NRSI, dated January 2019), to the satisfaction of the City.
88. The Owner shall implement all recommendations of the Old Victoria East Subdivision, Phases 2 and 3 Natural Environment Monitoring Plan dated June 2021, to the satisfaction of the City.
89. With respect to the proposed Blocks 75 and 79, the Owner shall include in all agreements of purchase and sale, and/or lease of Blocks in this Plan, a warning clause advising the purchaser/transferee that if it is determined by the Ministry of Environment, Conservation and Parks (MOECP) that the water servicing for the Blocks is a regulated drinking water system, then the Owner or Condominium Corporation may be required to meet the regulations under the Safe Drinking Water Act and the associated regulation O.Reg. 170/03.
90. If deemed a regulated system, the City of London may be ordered by the Ministry of Environment, Conservation and Parks (MOECP) to operate this system in the future. The system may be required to be designed and constructed to City standards.
91. Within one year of registration, the Owner shall grade and restore portions of Blocks 71 and 72 for the Thames Valley Parkway as shown on the accepted lot grading, servicing, and restoration drawings for this Subdivision.

- The Owner further acknowledges that no landscaping, vehicular access, parking access, works or other features shall encroach into the natural heritage feature beyond the limit of work shown on the accepted engineering drawings.
92. The Owner shall provide a construction access for the Thames Valley Parkway and bridge over Lots 18 and 37 in this Plan. A temporary easement will be required over the said Lots and the said Lots held out of development until construction of the Thames Valley Parkway path and bridge are complete, to the satisfaction of the City
 93. Within one (1) year of registration, the Owner shall grade for future construction of the Thames Valley Parkway through Blocks 71 and 72 of this Plan in accordance with the approved engineering plans, all to the satisfaction of the City. The Owner shall provide a multi-purpose and public access easement to the City over Block 75 of this Plan as identified in Schedule "F". The wording of this easement shall conform to Schedule "L", as attached to this Agreement, or as specifically approved otherwise by the City Solicitor.
 94. 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.
 95. Within one (1) year of registration of the Plan, the Owner shall prepare and deliver to all homeowners adjacent to the open space, and education package which explains the stewardship of natural area, the value of existing tree cover, and the protection and utilization of the grading and drainage pattern on these Lots. The educational package shall be prepared to the satisfaction of the City.
 96. The Owner shall dedicate Blocks 71, 72, 76, 77, 78 and Lot 28 to the City as fulfilment of the required parkland dedication. The Owner shall dedicate Blocks 73 and 74 to the City, at no cost to the City.
 97. 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.
 98. The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost."
 99. 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.
 100. 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.
 101. If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.
 102. Within one (1) year of registration of this Plan or otherwise approved by the City, the Owner shall install 1.8 metre high continuous chain link fencing adjacent the Hydro One Networks Inc. (HONI) transmission corridor from Lots 1 to 3 and Lots 4 to 12, with no gates leading to back or side yards, to the satisfaction of the City, and at no cost to the City.
 103. The Owner shall register on title and include in all Agreements of Purchase and Sale and or Lease for Lots 1 to 3 and Lots 4 to 12 the following Hydro One Networks Inc. (HONI) warning clause:

- “Each unit purchaser and/or lessee specifically acknowledges and agrees that the development of the Lands upon which this Development is being (or has been) constructed, will be (or has been) undertaken and completed in accordance with any requirements that may be imposed from time to time by any Governmental Authorities, and that the proximity of this Development to facilities, installations and/or equipment owned and/or operated by HONI may result in noise, vibration, electro-magnetic interference and stray current transmissions (hereinafter collectively referred to as the “**Interferences**”) to this Development, and despite the inclusion of control features within this Development, Interferences from the aforementioned sources may, occasionally interfere with some activities of the occupants in this Development. Notwithstanding the above, each unit purchaser and/or lessee agrees to indemnify and save HONI harmless from and against all claims, losses, judgments or actions arising or resulting from any and all of the Interferences. In addition, it is expressly acknowledged and agreed that HONI does not, and will not, accept any responsibility or liability for any of the Interferences in respect of this Development and/or its occupants. Furthermore, there may be alterations and/or expansions by HONI to its facilities and/or transformer station which may temporarily affect the living environment of the residents notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the Development. HONI will not be responsible for any complaints or claims of any kind howsoever arising from use, expansion and/or alterations of such facilities and/or operations on, over or under its transformer station. Furthermore, each unit purchaser and/or lessee acknowledges and agrees that an electro-magnetic, stray current and noise-warning/vibration clause similar to the foregoing shall be inserted into any succeeding or subsequent sales agreement, lease or sublease, and that this requirement shall be binding not only on the Purchaser hereunder but also upon the Purchaser’s respective heirs, estate trustees, successors and permitted assigns, and shall not cease or terminate on the closing of this purchase and sale transaction with the Vendor/Declarant.”

104. The Owner shall provide any easements over Blocks 75 and 79 in favour Hydro One Networks Inc. (HONI) for maintenance access to its hydro transmission corridor.

SCHEDULE "C"

This is Schedule "C" to the Subdivision Agreement dated this _____ day of _____, 2021, between The Corporation of the City of London and Thames Village Joint Venture Corporation and Windermere Property Consultants Inc. to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Bobolink Lane and Oriole Drive shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
- Bobolink Lane (from Chickadee Trail to cul-de-sac), Oriole Dr (from cul-de-sac bulb Lot 41 to east limit of plan) and Chickadee Trail shall have a minimum road pavement width (excluding gutters) of 6.0 metres with a minimum road allowance of 18 metres.
- Bobolink Lane at the intersection of Hamilton Road shall have a minimum pavement width of 10.0 metres for a minimum storage length of 30.0 metres tapered back over a distance of 30.0 metres to a minimum pavement width of 8.0 metres on the standard road width of 20.0 metres.
- Oriole Drive at the intersection of Hamilton Road shall have a minimum pavement width of 10.0 metres on a right-of-way width of 20.5 metres for a minimum storage length of 30.0 metres tapered back over a distance of 30.0 metres to the standard road width of 20.0 metres.

Sidewalks

A 1.5 metre (5 foot) sidewalk shall be constructed on both sides of Oriole Drive, Chickadee Trail and Bobolink Lane (from Hamilton Road to Chickadee Trail)

A 1.5 metre (5 foot) sidewalk shall be constructed on one side of the following:

- (i) Bobolink Lane –east boulevard from Chickadee to west limit of Bobolink Lane

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 Thames Village Joint Venture Corporation and Windermere Property Consultants Inc. to which it is attached and forms a part.

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

LANDS TO BE CONVEYED TO THE CITY OF LONDON:

0.3 metre (one foot) reserves:	Blocks 82,83, 84 and 85
Road Widening (Dedicated on face of plan):	Blocks 80 and 81
Walkways:	NIL
5% Parkland Dedication:	Blocks 71, 72, 76, 77, 78 and Lot 28

Dedication of land for Parks in excess of 5%:	Blocks 73 and 74 Open Space
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 Thames Village Joint Venture Corporation and Windermere Property Consultants Inc. to which it is attached and forms a part.

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

CASH PORTION:	\$ 518,231
BALANCE PORTION:	<u>\$2,936,642</u>
TOTAL SECURITY REQUIRED	\$3,454,873

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 Thames Village Joint Venture Corporation and Windermere Property Consultants Inc. to which it is attached and forms a part.

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

Multi-Purpose Easements:

- (a) Multi-purpose easements for servicing and access 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) Across Blocks 75 and 79 for access and servicing to 1742 and 1746 Hamilton Road;
 - (ii) Multi-purpose easement to the City for public access over Block 75 for the Thames Valley Parkway,
 - (iii) Temporary easement over Lots 18 and 37 for construction of Thames Valley Parkway; and,
 - (iv) On Block 70 for storm servicing and catchbasin.

- (b) Temporary turning circle easements shall be deeded to the City in conjunction with this Plan over parts of Lots 46, 47, 48, 49, 50,51, 58, 59, 60, 61, 62 and 63 within 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 - Low Impact Development Feature Subsidy (DC19MS1003)	\$16,422
- Construction - channelization on Hamilton Road at Oriole Drive (DC19RS1001)	\$63,800
- Engineering - channelization on Hamilton Road at Oriole Drive (DC19RS1001)	\$9,581
- Construction - OGS System identified under the Class EA for Old Victoria SWMF 1 (DC14-MS00026)	\$89,190
- Engineering - OGS System identified under the Class EA for Old Victoria SWMF 1 (DC14-MS00026)	\$13,472
Total	\$192,465
Estimated DC Revenues (January 1, 2021 to December 31, 2021 Rates)	Estimated Revenue
CSRF TOTAL	\$3,366,261

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

Approved by:

Date

Paul Yeoman
Director, Capital Assets and Projects

Appendix C – Source of Finance (Pg 1 of 2)

#21116

July 26, 2021
(39T-17502_2_3)

Chair and Members
Planning and Environment Committee

RE: Subdivision Special Provisions - Thames Village Subdivision Phase 2 and 3
Thames Village Joint Venture Corp.
Capital Project ES543819 - Low Impact Development (2019-2023) (2526514)
Capital Project TS165119 - Minor Roadworks - Channelization (2019-2023) (2526515)
Capital Project ESSWM-OV1 - SWM Facility - Old Victoria No 1 (2526516)

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 Date	This Submission	Balance for Future Work
ES543819 - Low Impact Development				
Engineering	500,000	0	0	500,000
Construction	7,987,668	128,467	16,711	7,842,490
Total ES543819	8,487,668	128,467	16,711	8,342,490
TS165119 - Minor Roadworks - Channelization				
Engineering	249,000	146,127	9,750	93,123
Construction	2,270,610	779,649	64,923	1,426,038
Total TS165119	2,519,610	925,776	74,673	1,519,161
ESSWM-OV1 - SWM Facility - Old Victoria No 1				
Engineering	511,897	498,188	13,709	0
Land Acquisition	261,622	261,572	0	50
Construction	2,298,657	1,915,691	90,760	292,206
City Related Expenses	12,885	5,986	0	6,899
Total ESSWM-OV1	3,085,061	2,681,437	104,469	299,155
Total Expenditures	\$14,092,339	\$3,735,680	\$195,853	\$10,160,806

Sources of Financing

ES543819 - Low Impact Development

Drawdown from City Services - Stormwater Reserve Fund (Development Charges) (Note 1)	8,487,668	128,467	16,711	8,342,490
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TS165119 - Minor Roadworks - Channelization

Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	2,519,610	925,776	74,673	1,519,161
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ESSWM-OV1 - SWM Facility - Old Victoria No 1

Drawdown from Sewage Works Reserve Fund	10,700	9,300	362	1,038
Drawdown from City Services - Stormwater Reserve Fund (Development Charges) (Note 1)	3,074,361	2,672,137	104,107	298,117

Appendix C – Source of Finance (Pg 2 of 2)

#21116

July 26, 2021
(39T-17502_2_3)

Chair and Members
Planning and Environment Committee

RE: Subdivision Special Provisions - Thames Village Subdivision Phase 2 and 3
Thames Village Joint Venture Corp.
Capital Project ES543819 - Low Impact Development (2019-2023) (2526514)
Capital Project TS165119 - Minor Roadworks - Channelization (2019-2023) (2526515)
Capital Project ESSWM-OV1 - SWM Facility - Old Victoria No 1 (2526516)

Total ESSWM-OV1	3,085,061	2,681,437	104,469	299,155
Total Financing	\$14,092,339	\$3,735,680	\$195,853	\$10,160,806

Financial Note	ES543819	Engineering TS165119	Construction TS165119	Engineering ESSWM-OV1
Contract Price	\$16,422	\$9,581	\$63,800	\$13,472
Add: HST @13%	2,135	1,246	8,294	1,751
Total Contract Price Including Taxes	18,557	10,827	72,094	15,223
Less: HST Rebate	-1,846	-1,077	-7,171	-1,514
Net Contract Price	\$16,711	\$9,750	\$64,923	\$13,709

Financial Note	Construction ESSWM-OV1 Total	
Contract Price	\$89,190	\$192,465
Add: HST @13%	11,595	25,021
Total Contract Price Including Taxes	100,785	217,486
Less: HST Rebate	-10,025	-21,633
Net Contract Price	\$90,760	\$195,853

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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