

Report to Planning & Environment Committee

To: Chair and Members
Planning & Environment Committee

From: George Kotsifas, P. Eng
Deputy City Manager

Subject: Planning and Economic Development
Application by Townline Orchard Property Limited
1478 Westdel Bourne
Wagner Subdivision Phase 1 - Special Provisions

Meeting on: October 18, 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 Townline Orchard Property Limited for the subdivision of land over Con BF Pt Lot 50, situated on the east side of Westdel Bourne, at the midway point south of Oxford Street West and north of Byron Baseline Road, municipally known as 1478 Westdel Bourne;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Townline Orchard Property Limited for the Wagner Subdivision, Phase 1 (39T-20503) 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

Seeking approval of Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Townline Orchard Property Limited for the Wagner Subdivision, Phase 1 (39T-20503_1).

Linkage to the Corporate Strategic Plan

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

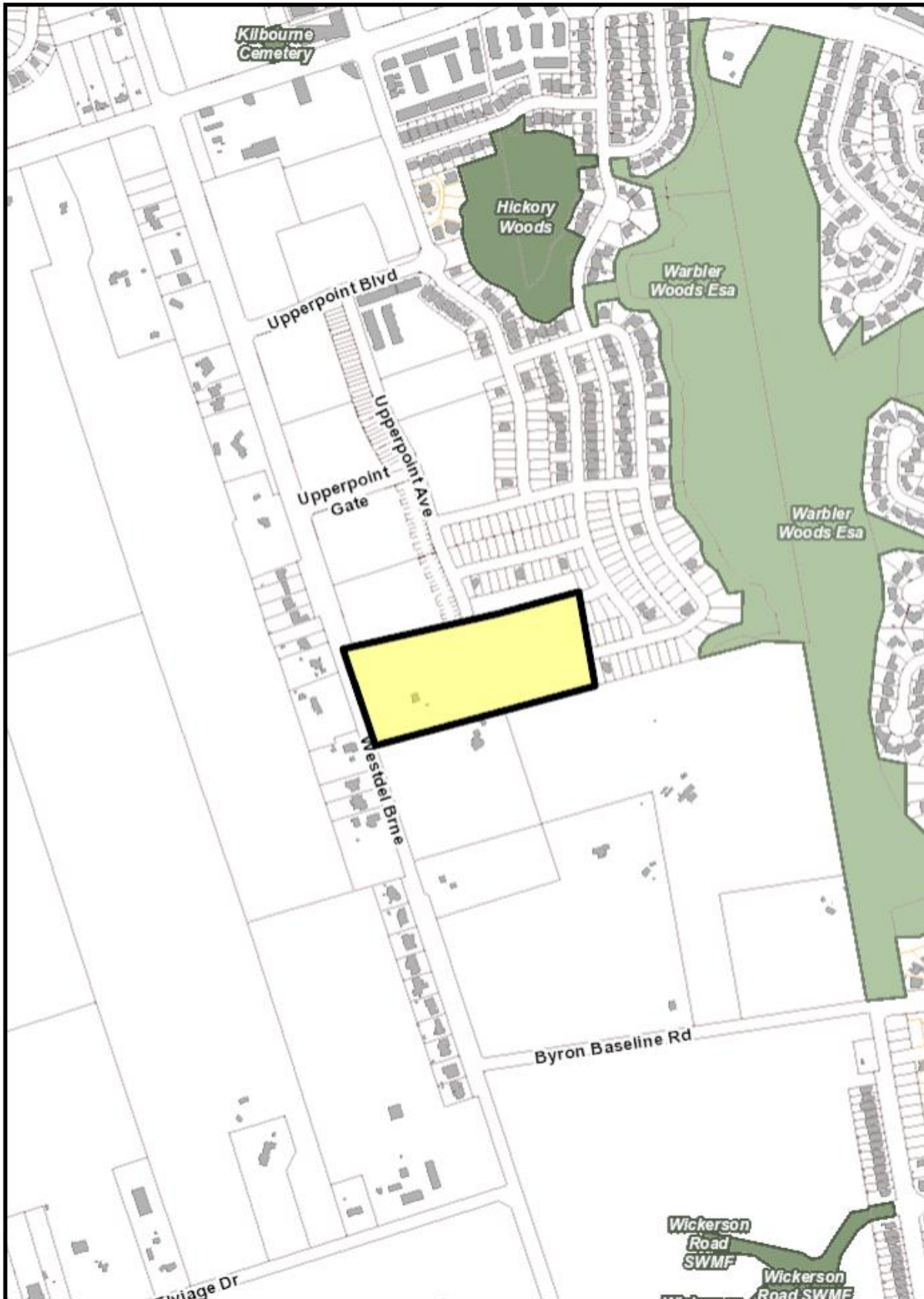
Analysis

1.0 Background Information

1.1 Property Description

The subject site is currently vacant and previously consisted of a single detached dwelling and apple orchard. The topography is gently sloping from the southwest corner to a high point in the northeast corner of the site. Access to municipal services and public roads are available at the property line from Westdel Bourne, Upperpoint Avenue, Fountain Grass Drive and Upper West Avenue.

1.2 Location Map



Location Map

Subject Property: 1478 Westdel Bourne
 Applicant: Norquay Orchard Land Corp
 File Number: 39T-20503
 Created By: Larry Mottram
 Date: 11/26/2020
 Scale: 1:8000

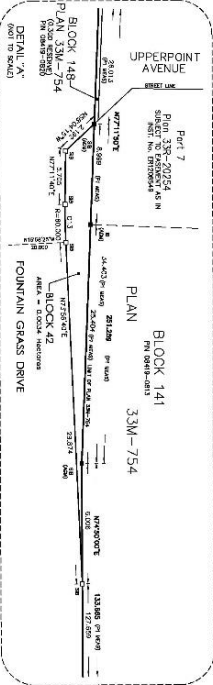
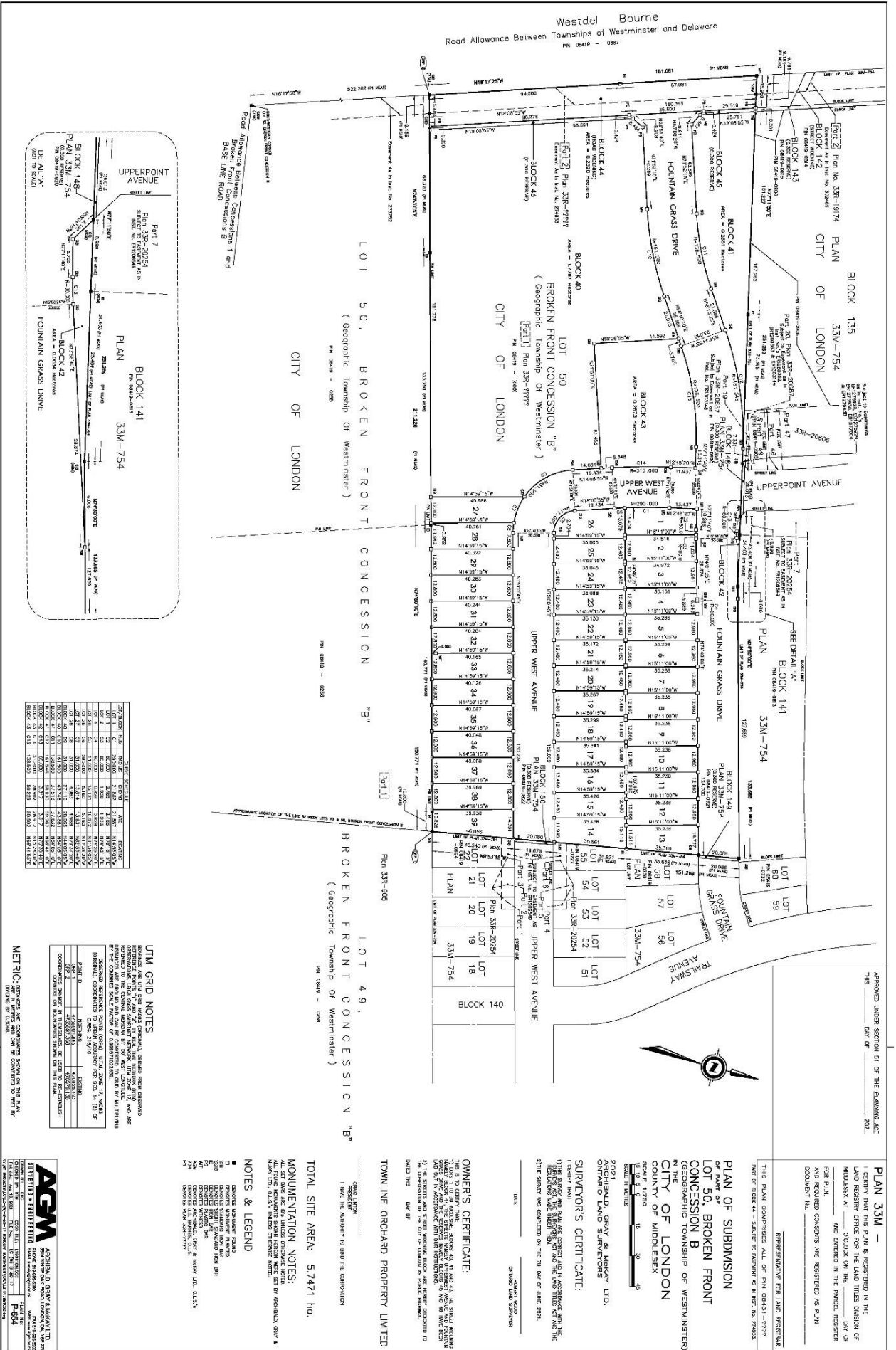
Legend

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

Corporation of the City of London



1.3 Wager Subdivision Phase 1



SECTION	AREA	PERCENTAGE	ACRES	REMARKS
LOT 1	0.0000	0.0000	0.0000	
LOT 2	0.0000	0.0000	0.0000	
LOT 3	0.0000	0.0000	0.0000	
LOT 4	0.0000	0.0000	0.0000	
LOT 5	0.0000	0.0000	0.0000	
LOT 6	0.0000	0.0000	0.0000	
LOT 7	0.0000	0.0000	0.0000	
LOT 8	0.0000	0.0000	0.0000	
LOT 9	0.0000	0.0000	0.0000	
LOT 10	0.0000	0.0000	0.0000	
LOT 11	0.0000	0.0000	0.0000	
LOT 12	0.0000	0.0000	0.0000	
LOT 13	0.0000	0.0000	0.0000	
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LOT 15	0.0000	0.0000	0.0000	
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LOT 96	0.0000	0.0000	0.0000	
LOT 97	0.0000	0.0000	0.0000	
LOT 98	0.0000	0.0000	0.0000	
LOT 99	0.0000	0.0000	0.0000	
LOT 100	0.0000	0.0000	0.0000	

UTM GRID NOTES
 UTM GRID COORDINATES SHOWN ON THIS PLAN ARE BASED ON THE NAD 83 DATUM. THE UTM GRID IS A 6-DIGIT GRID. THE UTM GRID COORDINATES ARE GIVEN IN METERS. THE UTM GRID COORDINATES ARE GIVEN IN METERS. THE UTM GRID COORDINATES ARE GIVEN IN METERS. THE UTM GRID COORDINATES ARE GIVEN IN METERS.

NOTES & LEGEND
 1. ALL SET BACKS ARE 5 FEET UNLESS OTHERWISE NOTED.
 2. ALL SET BACKS ARE 5 FEET UNLESS OTHERWISE NOTED.
 3. ALL SET BACKS ARE 5 FEET UNLESS OTHERWISE NOTED.
 4. ALL SET BACKS ARE 5 FEET UNLESS OTHERWISE NOTED.

OWNERS CERTIFICATE
 I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS PLAN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE THE AUTHORITY TO SIGN THE CORPORATION'S NAME AND SEAL.

TOWNSHIP ORCHARD PROPERTY LIMITED
 A CORPORATION OF THE STATE OF MARYLAND
 REGISTERED OFFICE: 100 WEST MAIN STREET, BALTIMORE, MARYLAND 21201
 REGISTERED AGENT: JAMES H. HARRIS, BALTIMORE, MARYLAND

PLANNING ACT
 THIS PLAN COMPRISES ALL OF THE PLANNING ACT FOR THE SUBDIVISION OF LOT 50, BROKEN FRONT CONCESSION B, CITY OF LONDON, MARYLAND. THE PLAN IS REGISTERED IN THE PUBLIC REGISTER AND RECORDED IN THE PUBLIC REGISTER.

PLAN 33M-754
 REPRESENTATIVE FOR LAND DESIGN
 2021 HEAD, GRAY & MARKY LTD.
 2021 HEAD, GRAY & MARKY LTD.
 2021 HEAD, GRAY & MARKY LTD.

PLAN OF SUBDIVISION
 LOT 50, BROKEN FRONT CONCESSION B, CITY OF LONDON, MARYLAND. THE PLAN IS REGISTERED IN THE PUBLIC REGISTER AND RECORDED IN THE PUBLIC REGISTER.

AGM
 REGISTERED AGENT: JAMES H. HARRIS, BALTIMORE, MARYLAND
 REGISTERED AGENT: JAMES H. HARRIS, BALTIMORE, MARYLAND
 REGISTERED AGENT: JAMES H. HARRIS, BALTIMORE, MARYLAND

APPROVED UNDER SECTION 51 OF THE PLANNING ACT
 THIS PLAN IS REGISTERED IN THE PUBLIC REGISTER AND RECORDED IN THE PUBLIC REGISTER.

2.0 Discussion and Considerations

2.1 Development Proposal

This subdivision development represents the third and final phase of the Riverbend South community. The subdivision plan will consist of 39 single detached lots (Lots 1 to 39), two (2) medium density residential blocks (Blocks 40 & 41), one (1) future development block (Block 42), one (1) park block (Block 43), one (1) road widening block, and two (2) reserve blocks, served by two (2) new streets being the extensions of Fountain Grass Drive and Upper West Avenue. Draft plan approval of the subdivision was granted by the City of London Approval Authority on April 28, 2021.

The recommended special provisions for the proposed 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 B), there are no direct financial expenditures associated with this application.

4.0 Key Issues and Considerations

The key issues and considerations have been reviewed and addressed through the draft plan of subdivision approval process and subdivision agreement conditions.

Conclusion

Planning and Development staff are satisfied with the proposed special provisions for the Wagner Subdivision – Phase 1, and recommend that they be approved; and, that the Mayor and the City Clerk be authorized to execute the Subdivision Agreement, any amending agreements and all documents required to fulfil its conditions.

Prepared by: Larry Mottram, MCIP, RPP
Senior Planner, Planning and Development

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

October 7, 2021
GK/GB/BP/LM/jar

Appendix A – Special Provisions

15. PROPOSED SCHOOL SITES

1. **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:

2. 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.

3. The Owner shall make arrangements with the owner of lands to the north to combine Blocks 41 and 42 of this Plan, in conjunction with lands to the north in Plan 33M- 754 to create a developable Lot/Block, all to the satisfaction of the City.

4. The Owner shall register against the title of Blocks 41 and 42, and shall include in the Agreement of Purchase and Sale for the transfer of the said Block, a warning clause as follows:

“The purchaser or transferee shall not service Block 41 and 42 until adjacent lands to the north develop in the future, to the satisfaction of the City.”
5. Prior to the issuance of a Certificate of Conditional Approval or as otherwise directed by the City, should lots not be created in the adjacent Plan on Block 141, Plan 33M-754, engineering drawings will need to be revised and private servicing removed from this Plan of Subdivision for Block 141, Plan 33M-754, to the satisfaction of the City, at no cost to the City.
6. The Owner shall submit confirmation that they have complied with any requirements of Union Gas Limited with regards to buffers/setbacks from the high pressure gas pipeline easement over lands located along the east side of Westdel Bourne, to the satisfaction of the City. The Owner shall not excavate, drill, install, erect, or permit to be excavated, drilled, installed or erected in, on, over or through the said lands any pit, well foundation, pavement, building or other structure or installation without first obtaining prior written approval from Union Gas Limited.
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 Deputy City Manager, Finance Supports 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 temporary sediment basin and associated works (eg. silt socks, etc.), an amount of \$16,000
8. 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 Westdel Bourne, Upperpoint Avenue, Fountain grass Drive and Upper West Avenue, 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 Deputy City Manager, Environment and Infrastructure, at no cost to the City. Such arrangements shall include, but not be limited to, providing sufficient notice, co-ordination and clarification with adjacent land owners as to what each parties Consulting Engineer will be required to be certified for the City for the purposes of assumption, all to the satisfaction of the City.

24.2 CLAIMS

9. 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 Deputy City Manager, Environment and Infrastructure (or designate) and the Deputy City Manager, Finance Supports (or designate). Payment will be made pursuant to any policy established by Council to govern the administration of the said Development Charge Reserve Fund.

The anticipated reimbursements from the Development Charge Reserve Funds are:

- (i) for the construction of oversized watermains in conjunction with this Plan, subsidized at an estimated cost of which is \$22,605
- (ii) for the construction of channelization on Westdel Bourne, the estimated cost of which is \$195,687, as per the approved Work Plan;
- (iii) for the engineering costs related to the construction of channelization on Westdel Bourne, the estimated cost of which is \$29,238, as per the approved Work Plan;

- (iv) for the construction of street lights on Westdel Bourne, the estimated cost of which is \$78,555, as per the approved Work Plan;
- (v) for the engineering costs related to the construction of street lights on Westdel Bourne, the estimated cost of which is \$11,798, as per the approved Work Plan;
- (vi) for the construction of a sidewalk equivalent on Westdel Bourne, the estimated cost of which is \$41,961, as per the approved Work Plan;
- (vii) for the engineering costs related to the construction of a sidewalk equivalent on Westdel Bourne, the estimated cost of which is \$6,302, as per the approved Work Plan;
- (viii) for the construction of pavement widening on Fountain Grass Drive at Westdel Bourne, the estimated cost of which is \$2,848 as per the approved Work Plan. The costs of the gateway treatment over and above the claimable portion shall be at the Owner's expense, as per the approved Work Plan;

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:

- 10. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct and have operational temporary sediment and erosion control works on Block 40 and Lots 27 to 39 as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
- 11. All temporary erosion and sediment control measures, including sediment basins, installed in conjunction with this Plan shall be decommissioned and/or removed when warranted as per accepted engineering drawings, all to the satisfaction of the Deputy City Manager, Environment and Infrastructure and at no cost to the City.
- 12. The Owner shall hold Lots 27 to 39 and Block 40 out of development until the temporary sediment basin and associated works are decommissioned, to the satisfaction of the City.
- 13. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install contoured silt socks and any associated works on Block 43 as per the accepted engineering drawings, to the satisfaction of the City.
- 14. Upon development of Block 43, the Owner shall remove the contoured silt socks and associated works installed in conjunction with this Plan as per the accepted engineering drawings, to the satisfaction of the City.

24.7 GRADING REQUIREMENTS

Add the following new Special Provisions:

- 15. The Owner shall grade the portions of Blocks 40 and 41 inclusive, which have a common property line with Westdel Bourne, to blend with the ultimate profile of Westdel Bourne, in accordance with the accepted engineering drawings and at no cost to the City.
- 16. The Owner shall direct the overland flow from Block 41 through Block 135 in Plan 33M-754 as per the accepted engineering drawings, to the satisfaction of the City.
- 17. The Owner shall obtain permission from the Owner of Block 135 in Plan 33M-754 to direct flows from Block 41 through their land.

18. Prior to the issuance of a Certificate of Conditional Approval, the Owner shall remove and relocate any existing earth stockpile generally located on Lots/Blocks in this Plan, if necessary, all to the satisfaction of the City and at no cost to the City.

STORM WATER MANAGEMENT

Add the following new Special Provisions:

19. 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.
20. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install the proposed stormwater management system, as identified on the accepted engineering drawings, to the satisfaction of the City.
21. Prior to the issuance of any Certificate of Conditional Approval for the Phase 1 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 any low impact development (LID) features in Phase 1 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.
22. Prior to the issuance of any Certificate of Conditional Approval for Phase 1 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 1 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.
23. 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 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;
 - ii) have its consulting Professional Engineer submit monitoring reports in accordance with the accepted maintenance and monitoring program; and,
 - iii) identify and implement winter maintenance operations protocol (i.e., No salting of roads, etc.) for all proposed road infrastructures within Phase 1 of this Plan of subdivision that have the potential to impact the Tributary 'C' environmentally sensitive area(s), all to the specifications and satisfaction of the City.
24. 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.
25. The Owner's professional geotechnical engineer shall ensure that all geotechnical issues and all required setbacks and separation distances related to SWM BMP measures, and the infiltration galleries are adequately addressed for the subject lands, all to the satisfaction of the City and Ministry of the Environment.

24.8 SANITARY AND STORM SEWERS

26. **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, located within the Dingman Creek Subwatershed, and connect storm servicing to serve this Plan to the existing municipal storm sewer system, namely, the 300 mm diameter storm sewer located on Fountain Grass Drive and the 300 mm diameter storm sewer on Upper West Avenue. It is noted that the minor storm outlet for this plan of Subdivision is the proposed SWM Facility 'F' within the Tributary 'C' Functional design area via the existing external 750mm storm sewer along the east side of Westdel Bourne. A portion of the subject land is located within the Downstream Thames Subwatershed and a portion within the Dingman Creek Subwatershed, in accordance with the accepted engineering drawings, to the satisfaction of the City.

27. **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 namely, the 200 mm diameter sanitary sewer located on Upperpoint Avenue, the 200 mm diameter sanitary sewer on Westdel Bourne, the 200 mm diameter sanitary sewer on Fountain Grass Drive and 200 mm diameter sanitary sewer on Upper West Avenue in accordance with the accepted engineering drawings, to the satisfaction of the City.

Add the following new Special Provisions:

- 28. The Owner's Professional Engineer shall provide winter maintenance operations protocol (ie. No salting of roads, etc.) for all proposed road infrastructures within this Plan that have the potential to impact the Tributary 'C' environmentally sensitive area(s), all to the specifications and satisfaction of the Deputy City Manager, Environment and Infrastructure.
- 29. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct storm and sanitary sewers and any associated works (eg. Concrete outlets, etc.) on Westdel Bourne, as per the accepted engineering drawings, to the satisfaction of the City.
- 30. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall decommission, remove and dispose of any existing septic system and weeping bed within this Plan offsite to the satisfaction of the geotechnical engineer and the City, at no cost to the City.
- 31. 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 Deputy City Manager, Environment and Infrastructure.

24.9 WATER SERVICING

Add the following new Special Provisions:

- 32. Prior to the issuance of any Certificates of Conditional Approval, and in accordance with City standards, or as otherwise required by the Deputy City Manager, Environment and Infrastructure, 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 400mm diameter watermain on Westdel Bourne, the 300mm diameter watermain on Upperpoint Avenue, the 300mm diameter watermain on Fountain Grass

Drive, and the 200mm diameter watermain on Upper West Avenue, in accordance with the accepted engineering drawings;

- ii) Deliver confirmation that the watermain system has been looped to the satisfaction of the Deputy City Manager, Environment and Infrastructure when development is proposed to proceed beyond 80 units; and
 - iii) Have their Consulting Engineer prepare a Certificate of Completion of Works to confirm to the City that the watermain connection(s) to the 400 mm diameter watermain on Westdel Bourne, the 300mm diameter watermain on Upperpoint Avenue, the 300mm watermain on Fountain Grass Drive, and the 200mm diameter watermain on Upper West Avenue.
33. The available fire flows for development Blocks within this Plan of Subdivision have been established through the subdivision water servicing design study as follows:
- Block 40 @ 90 l/sec

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

34. The Owner shall obtain all necessary approvals from the Deputy City Manager, Environment and Infrastructure for the servicing of Blocks 40 and 41 in this Plan of Subdivision prior to the installation of any water services to or within these Blocks.
35. All development Blocks shall be serviced off the water distribution system internal to this Plan of Subdivision.
36. The following warning clause shall be included in all Agreements of Purchase and Sale or Lease of all Lots and Blocks in this Plan:
- “The water system, servicing all to the Lots and Blocks within this Plan, has been designed so as to provide service from a high level water supply system, which is backed up from the low level water supply system. From time to time properties in this area may experience lower water pressure when water supply from the high level system is not available, and servicing is provided from the low level water supply system.”
37. The Owner shall include in all Purchase and Sale Agreements the requirements that the buildings to be designed and constructed on all Lots/Blocks in this Plan, are to have check valves installed and included in the building permit application for the Lots/Blocks.

24.10 ROADWORKS

38. **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 on Fountain Grass Drive and Upper West Avenue in this Plan, and shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of the said Lots and Blocks, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Lots and Blocks away from the traffic calming measures on the said streets, including the raised intersections, to be installed as traffic control devices, to the satisfaction of the Deputy City Manager, Environment and Infrastructure.

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 Westdel Bourne. All trades and construction vehicles shall park within this Plan of Subdivision.

Add the following new Special Provisions:

- 40. The Owner shall remove the temporary turning circle on Upperpoint Avenue and adjacent lands, in Plan 33M-754 to the north of this Plan, and complete the construction of Upperpoint Avenue in this location as a fully serviced road, including restoration of adjacent lands and section of raised intersection, to the specifications of the City.

If funds have been provided to the City by the Owner of Plan 33M-754 for the removal of the temporary turning circle and the construction of this section of Upperpoint Avenue and all associated works, the City shall reimburse the Owner for the substantiated cost of completing these works, up to a maximum value that the City has received for this work.

In the event that Upperpoint Avenue in Plan 33M-754 is constructed as a fully serviced road by the Owner of Plan 33M-754, then the Owner shall be relieved of this obligation.

- 41. The Owner shall remove the temporary turning circle on Upper West Avenue and adjacent lands, in Plan 33M-754 to the east of this Plan, and complete the construction of Upper West Avenue in this location as a fully serviced road, including restoration of adjacent lands, to the specifications of the City.

If funds have been provided to the City by the Owner of Plan 33M-754 for the removal of the temporary turning circle and the construction of this section of Upper West Avenue and all associated works, the City shall reimburse the Owner for the substantiated cost of completing these works, up to a maximum value that the City has received for this work.

In the event that Upper West Avenue in Plan 33M-754 is constructed as a fully serviced road by the Owner of Plan 33M-754, then the Owner shall be relieved of this obligation.

- 42. Barricades are to be maintained at east limits of Fountain Grass Drive and Upper West Avenue and Upperpoint Avenue until 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, 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.

- 43. Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Fountain Grass Drive and Upper West Avenue adjacent to the raised intersection location that indicate Future Raised Intersection Location, as identified on the accepted engineering drawings, to the satisfaction of the Deputy City Manager, Environment and Infrastructure.

- 44. Prior to assumption or when required by the Deputy City Manager, Environment and Infrastructure, the Owner shall install the raised intersection on Fountain Grass Drive and Upper West Avenue, including permanent signage and pavement markings, as per the accepted engineering drawings, to the satisfaction of the Deputy City Manager, Environment and Infrastructure.

- 45. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct left turn and right turn lanes on Westdel Bourne at Fountain Grass Drive, as per the accepted engineering drawings, to the satisfaction of the City.

46. Prior to the issuance of any Certificate of Conditional Approval or as otherwise directed by the City, the Owner shall construct a multi-use path and all associated works along the Westdel Bourne frontage, as per the accepted engineering drawings, all to the specifications and satisfaction of the City.
47. The Owner shall construct a multi-use pathway from Westdel Bourne on Fountain Grass Drive to Park Block 43 on the south boulevard, as per the accepted engineering drawings, all to the specifications and satisfaction of the City.
48. Prior to the issuance of any Certificate of Conditional Approval or as otherwise directed by the City, the Owner shall install walkway lighting along the multi-use trail along Westdel Bourne on Block 44 of this Plan, all to the satisfaction of the Deputy City Manager, Environment and Infrastructure.
49. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install lighting on Westdel Bourne along the entire frontage of this Plan, as per the accepted engineering drawings, all to the satisfaction of the Deputy City Manager, Environment and Infrastructure.
50. The Owner shall reconstruct or relocate any surface or subsurface works or vegetation necessary to connect Fountain Grass Drive to Westdel Bourne, as per the accepted engineering drawings, to the satisfaction of the City and at no cost to the City.
51. The Owner shall remove existing infrastructure, including but not limited to, CICBs, DICBs, curbs, etc. on Westdel Bourne and relocate/restore/construct associated works as per the accepted engineering drawings, to the specifications and satisfaction of the City.

24.xx PLANNING

52. The Owner agrees to register on title and include in all Purchase and Sale Agreements for Lot 1 and Lot 26 a requirement that the purchaser/home builder shall provide concept plans and elevations prior to the application for a building permit which demonstrates that the homes to be designed and constructed are to have a similar level of architectural detail on the front and exterior side elevations (materials, windows (size and amount) and design features, such as but not limited to porches, wrap-around materials and features, 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 side-yard abutting the exterior side-yard frontage, to the satisfaction of the City.
53. The Owner shall convey Block 43 to the City as parkland dedication in accordance with the requirements of By-law CP-9.
54. Within one (1) year of registration of this Plan, the Owner shall grade, service and seed Block 43 in accordance with the approved engineering plans, to the satisfaction of the City.
55. Within one (1) year of registration of this Plan, the Owner shall construct 1.5m high chain link fencing without gates in accordance with current City park standards (SPO-4.8) or approved alternate, along the property limit interface of all existing and proposed private lots and blocks adjacent to existing and/or future Park and Open Space Blocks, to the satisfaction of the City.

SCHEDULE "C"

This is Schedule "C" to the Subdivision Agreement dated this _____ day of _____, 2021, between The Corporation of the City of London and Norquay Orchard Land Corp. to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- i) Fountain Grass Drive (west of Upperpoint Avenue) shall have a minimum road pavement with (excluding gutters) of 8.5 metres with a minimum road allowance of 23.0 metres;
- ii) Fountain Grass Drive (east of Upperpoint Avenue) and Upper West Avenue shall have a minimum road pavement width (excluding gutters) of 7.50 metres with a minimum road allowance of 20 metres;
- iii) Fountain Grass Drive (east of Upperpoint Avenue) shall taper the pavement width from 8.5 metres over a 30 metre taper to 7.50 metres then taper to 8.0m to match into Fountain Grass Drive (east of Upperpoint Avenue) as per the accepted engineering drawings;
- iv) Fountain Grass Drive (west of Upperpoint Avenue from Westdel Bourne to 45 metres east has a minimum road pavement width (excluding gutters) of 11.0 metres with a minimum road allowance of 24.0 metres. The widened road on Fountain Grass Drive shall be equally aligned from the centreline of the road and tapered back to the 8.5 metres of road pavement width (excluding gutters) and 23.0 metres of road allowance width for this street with 30 metre long tapers on both street lines;
- v) Upper West Avenue at the easterly limit of this plan shall taper the pavement width of 7.0 metres over a 30 metre taper to 7.5 metres then taper to 8.0m to match into the existing plan to the north as per the accepted engineering drawings.

Sidewalks

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

- i) Fountain Grass Drive (with the exception of the south boulevard of Fountain Grass Drive between Westdel Bourne the Park Block 43 where a multi-use path is to be constructed)
- ii) Upper West Avenue
- iii) Upperpoint Avenue

SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2021, between The Corporation of the City of London and Norquay Land Corp. 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 45 and 46
Road Widening (Dedicated on face of plan):	Block 44
Walkways:	NIL
5% Parkland Dedication:	Block 43

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

Stormwater Management: NIL

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

School Site: NIL

LANDS TO BE HELD IN TRUST BY THE CITY:

Temporary access: NIL

SCHEDULE "E"

This is Schedule "E" to the Subdivision Agreement dated this _____ day of _____, 2021, between The Corporation of the City of London and Norquay Orchard Land Corp. 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:	\$ 380,709
BALANCE PORTION:	<u>\$2,157,353</u>
TOTAL SECURITY REQUIRED	\$2,538,062

The Cash Portion shall be deposited with the Deputy City Manager, Finance Supports prior to the execution of this agreement.

The Balance Portion shall be deposited with the Deputy City Manager, Finance Supports 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 Norquay Orchard Land Corp. 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:

There are no multi-purpose easements required in this Plan.

Appendix B – Claims and Revenues

Agenda Item # Page #

Estimated Costs and Revenues

Estimated DC Claim Costs	Estimated Cost (excludes HST)
Claims for Owner led construction from CSRF	
- Watermain oversizing (DC19WD1001)	\$22,605
- Construction - Sidewalks on Westdel Bourne (DC19RS1002)	\$41,961
- Engineering - Sidewalks on Westdel Bourne (DC19RS1002)	\$6,302
- Construction - Road Oversizing on Fountain Grass Drive (DC19RS1009)	\$2,848
- Construction - Streetlighting on Westdel Bourne (DC19RS1003)	\$78,555
- Engineering - Streetlighting on Westdel Bourne (DC19RS1003)	\$11,798
- Construction - Channelization on Westdel Bourne (DC19RS1001)	\$195,687
- Engineering - Channelization on Westdel Bourne (DC19RS1001)	\$29,238
Total	\$388,994
Estimated DC Revenues (January 1, 2021 to December 31, 2021 Rates)	Estimated Revenue
CSRF TOTAL	\$2,285,638

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

Approved by:

Date

Paul Yeoman
Director, Capital Assets and Projects

Appendix C – Source of Finance 1 of 2

#21171

October 18, 2021
(39T-20503)

Chair and Members
Planning and Environment Committee

RE: Subdivision Special Provisions - Wagner Phase 1 Subdivision
Norquay Orchard Land Corp.
Capital Project EW381819- Watermain Internal Oversizing (2019-2023) (2533009)
Capital Project TS137119- Road Class Oversizing City Share (2019-2023) (2533013)
Capital Project TS165119- Minor Roadworks - Channelization (2019-2023) (2533017)
Capital Project TS165319- Minor Roadworks - Sidewalks (2019-2023) (2533011)
Capital Project TS165419- Minor Roadworks - Streetlights (2019-2023) (2533016)

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
EW381819 - Watermain Internal Oversizing				
Construction	268,619	94,255	23,003	151,361
TS137119- Road Class Oversizing City Share				
Engineering	20,000	0	0	20,000
Construction	580,000	21,471	2,898	555,631
TS137119 Total	600,000	21,471	2,898	575,631
TS165119 - Minor Roadworks - Channelization				
Engineering	249,000	155,877	29,753	63,370
Construction	2,270,610	844,572	199,131	1,226,907
TS165119 Total	2,519,610	1,000,449	228,884	1,290,277
TS165319 - Minor Roadworks - Sidewalks				
Engineering	110,000	39,622	6,413	63,965
Construction	1,223,200	321,780	42,700	858,720
TS165319 Total	1,333,200	361,402	49,113	922,685
TS165419 - Minor Roadworks - Streetlights				
Engineering	240,000	45,694	12,006	182,300
Construction	1,618,755	48,132	79,937	1,490,686
TS165419 Total	1,858,755	93,826	91,943	1,672,986
Total Expenditures	\$6,580,184	\$1,571,403	\$395,841	\$4,612,940
Sources of Financing				
EW381819 - Watermain Internal Oversizing				
Drawdown from City Services - Water Reserve Fund (Development Charges) (Note 1)	268,619	94,255	23,003	151,361
TS137119- Road Class Oversizing City Share				
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	600,000	21,471	2,898	575,631
TS165119 - Minor Roadworks - Channelization				
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	2,519,610	1,000,449	228,884	1,290,277
TS165319 - Minor Roadworks - Sidewalks				
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	1,333,200	361,402	49,113	922,685
TS165419 - Minor Roadworks - Streetlights				
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	1,858,755	93,826	91,943	1,672,986
Total Financing	\$6,580,184	\$1,571,403	\$395,841	\$4,612,940

Appendix C – Source of Finance 2 of 2

Appendix "A"

#21171

October 18, 2021
(39T-20503)

Chair and Members
Planning and Environment Committee

RE: Subdivision Special Provisions - Wagner Phase 1 Subdivision
Norquay Orchard Land Corp.
Capital Project EW381819- Watermain Internal Oversizing (2019-2023) (2533009)
Capital Project TS137119- Road Class Oversizing City Share (2019-2023) (2533013)
Capital Project TS165119- Minor Roadworks - Channelization (2019-2023) (2533017)
Capital Project TS165319- Minor Roadworks - Sidewalks (2019-2023) (2533011)
Capital Project TS165419- Minor Roadworks - Streetlights (2019-2023) (2533016)

Financial Note - Engineering	TS165119	TS165319	TS165419	Subtotal
Contract Price	\$29,238	\$6,302	\$11,798	\$47,338
Add: HST @13%	3,801	819	1,534	6,154
Total Contract Price Including Taxes	33,039	7,121	13,332	53,492
Less: HST Rebate	-3,286	-708	-1,326	-5,320
Net Contract Price	\$29,753	\$6,413	\$12,006	\$48,172

Financial Note - Construction	EW381819	TS137119	TS165119	TS165319
Contract Price	\$22,605	\$2,848	\$195,687	\$41,961
Add: HST @13%	2,939	370	25,439	5,455
Total Contract Price Including Taxes	25,544	3,218	221,126	47,416
Less: HST Rebate	-2,541	-320	-21,995	-4,716
Net Contract Price	\$23,003	\$2,898	\$199,131	\$42,700

Financial Note - Construction Continued	TS165419	Subtotal
Contract Price	\$78,555	\$341,656
Add: HST @13%	10,212	44,415
Total Contract Price Including Taxes	88,767	386,071
Less: HST Rebate	-8,830	-38,403
Net Contract Price	\$79,937	\$347,669
Engineering and Construction Total		\$395,841

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

lp