

File Number: 39T-14501

TO:	CHAIR AND MEMBERS PLANNING AND ENVIRONMENT COMMITTEE
FROM:	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT	SUBDIVISION SPECIAL PROVISIONS APPLICANT: 905 SARNIA INC. 905 SARNIA ROAD SUBDIVISION 39T-14501 MEETING ON MAY 30th, 2016

RECOMMENDATION

That, on the recommendation of the Manager, Development Services, the following actions be taken with respect to entering into a subdivision agreement between The Corporation of the City of London and 905 Sarnia Inc. for the subdivision of land over Part of Lots 5, 6, 7 and 8, Registered Plan No. 38 (C) and Part of The Unnamed Road Allowance as Shown on Registered Plan No. 48(C), City of London, County of Middlesex, situated on the north side of Sarnia Road, between the Canadian Pacific Railway and Coronation Drive, all east of Hyde Park Road, municipally known as 905 Sarnia Road.

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and 905 Sarnia Inc. for the 905 Sarnia Subdivision - (39T-14501) attached as Schedule "A", **BE APPROVED**;
- (b) the applicant **BE ADVISED** that the Director, Development Finance has summarized the claims and revenues attached as Schedule "B",
- (c) the financing for this project **BE APPROVED** as set out in the Source of Financing Report attached as Schedule "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.

BACKGROUND

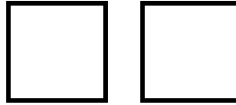
This application for Draft Plan of Subdivision Approval was accepted on July 28, 2014. Draft Approval to permit 97 single detached lots, 17 single detached part blocks, 3 city park blocks (Block 116 117, 118), 3 local streets (extension of Sandbar Street, and new Street "A"), and 1 secondary collector street (extension of Lawson Road) with conditions was granted on April 20, 2015.

This is the first phase of this subdivision, consisting of 39 single family detached Lots, 11 single family part blocks and 2 park blocks all serviced by the extension of Lawson Road and Elson Road.

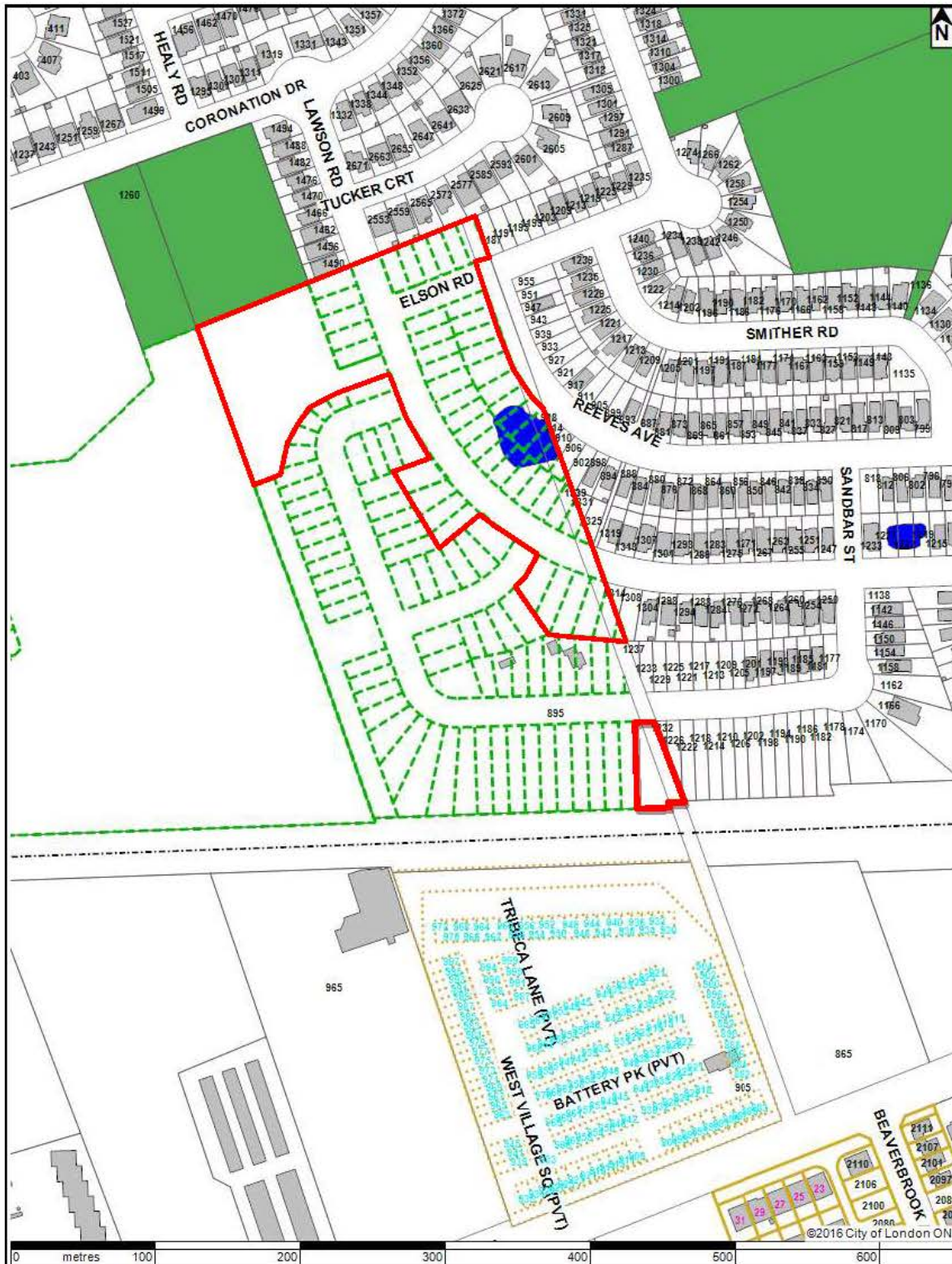
Development Services has reviewed these special provisions with the Owner who is in agreement with them.

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

The anticipated reimbursements from the Fund for the construction of eligible watermains in conjunction with the Plan, subsidized at an estimated cost of which is \$19,662, including HST.



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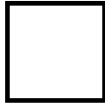
LOCATION MAP

Subject Site: **895 - 905 Sarnia Road**
 Applicant: **KIRKNESS CONSULTING INC.**
 File Number: **39T-14501**
 Planner: **Craig Smith**
 Created By: **Frank Gerrits**
 Date: **2016-05-18**
 Scale: **1:3200**

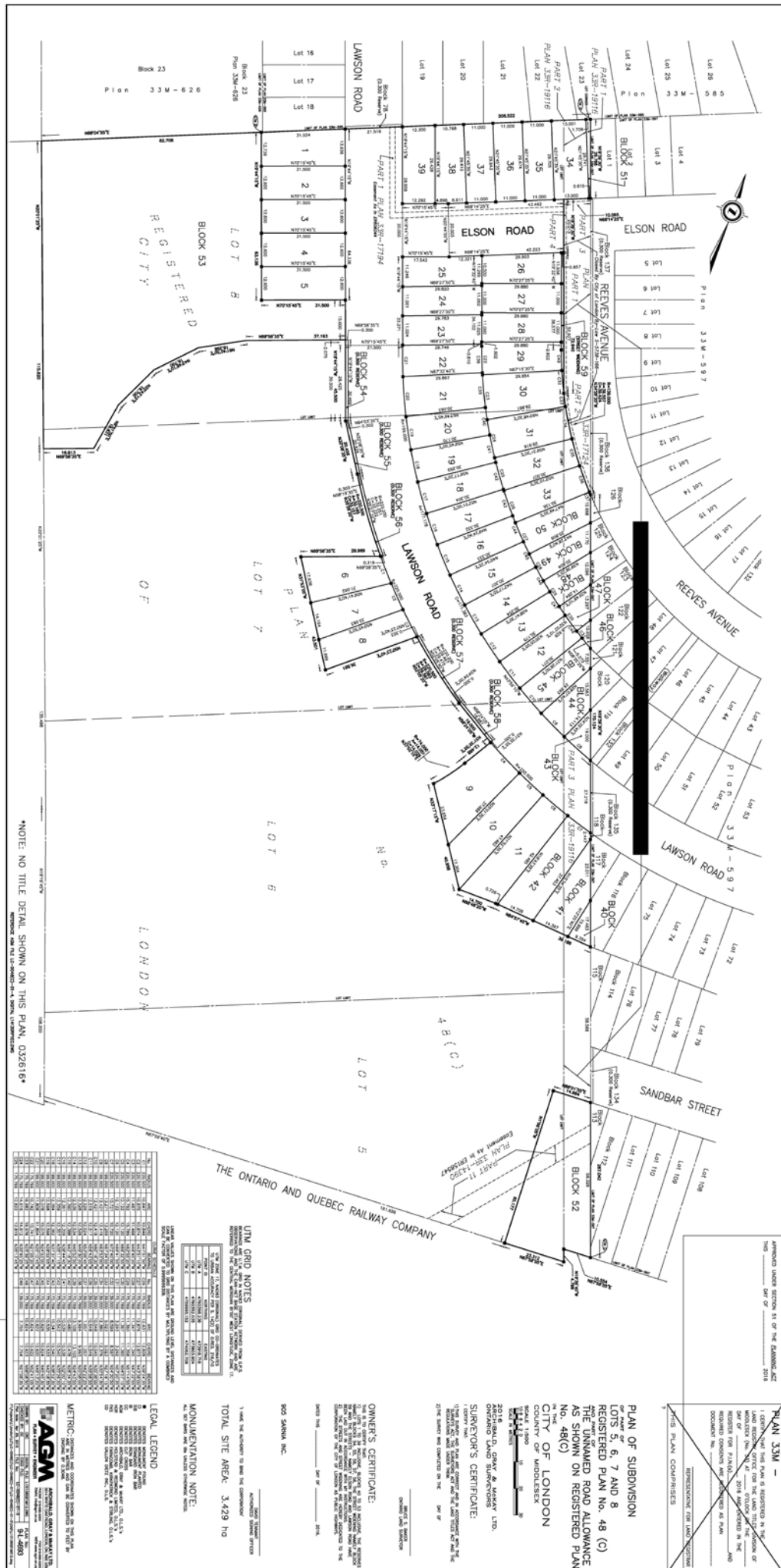
LEGEND

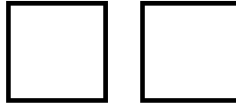
- Subject Site
- Parks
- Assessment Parcels
- Buildings
- Address Numbers
- Limits of Phase Boundary





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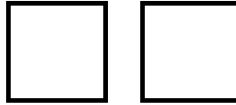




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PREPARED BY:	RECOMMENDED BY:
CRAIG SMITH SENIOR PLANNER DEVELOPMENT SERVICES DIVISION	A.MACLEAN MANAGER, DEVELOPMENT PLANNING DEVELOPMENT SERVICES
CONCURRED BY:	SUBMITTED BY:
JENNIE A. RAMSAY P. ENG. MANAGER, DEVELOPMENT SERVICES	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL

CS/fg
Attach.
May 16, 2016



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Schedule "A"

SPECIAL PROVISIONS

5. STANDARD OF WORK

Remove Subsection 5.7 and **replace** with the following:

- 5.7 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 37 and 38 in this Plan, which incorporate rear yard catchbasins as 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.

16. PROPOSED SCHOOL SITES

Remove Subsection 16.3 as there are no school sites in this Plan of subdivision.

24.0 IDENTIFICATION SIGNS / SITE SIGNAGE

Add the following new Special Provisions:

- # The Owner shall erect and maintain a warning sign adjacent to the subdivision sign containing the following information:
- i) all lots or Blocks may experience noise impacts from the operation of CP rail; and

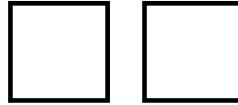
a statement that CP operates on a 24 hour basis.

25.1 STANDARD REQUIREMENTS

Remove Subsection 25.1 (h) as there are no walkway blocks in this Plan of subdivision.

Add the following new Special Provisions:

- # The Owner shall make arrangements with the owner of lands to the east to combine Blocks 40 to 51 of this Plan, in conjunction with lands to the east in Plan 33M-597 to create a developable Lot/Block, all to the satisfaction of the City.
- # The Owner shall make arrangements with the owner of lands to the east in Plan 33M-597 to provide for grading and servicing for this Plan, all to the satisfaction of the City.



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The Owner agrees to include in all Purchase and Sale Agreements the requirement that the homes to be designed and constructed on Lots 9, 25, 26, and 39 in this Plan, are to have design features, including but not limited to porches, windows or other architectural elements that provide for a street oriented design and limited chain link or decorative fencing along no more than 50% of the exterior sideyard abutting the exterior side yard road frontage. Further, the owner shall obtain approval of their proposed design from the Manager of Urban Design prior to any submission of an application for a building permit on these lots.

The Owner shall include in all agreements of Purchase and Sale and or Lease, for all lots within this Plan, the following clause:

"Warning: Canadian Pacific Railway Company or its assigns or successors in interest has or have a right-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the rail facilities on such right-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwellings; the Canadian Pacific Railway will not be responsible for any complaints or claims arising from the use of such facilities and/or operations on, over or under the aforesaid rights-of-way."

"Warning to Solicitors: Solicitors are advised to stress the importance of the above noted warning clause when advising their clients on the purchase of Lots in this Subdivision."

25.2 CLAIMS

Remove Subsection 25.2 (b) and **replace** with the following:

- (a) If the Owner alleges an entitlement to any reimbursement or payment from a development charge Reserve Fund as a result of the terms hereof, the Owner may, upon approval of this Agreement and completion of the works, make application to the Director – Development Finance for payment of the sum alleged to be owing, and as confirmed by the City Engineer (or designate) and the Director – Development Finance and the 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 Fund are:

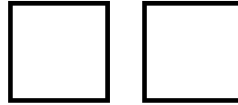
- (i) for the construction of eligible watermains in conjunction with the Plan, subsidized at an estimated cost of which is \$19,662, including HST;

balance of clause remains as is

Add the following new Special Provisions:

Where the proposed development calls for the construction of works, and where the Owner is of the opinion that such works are eligible to be funded in whole or in part from development charges as defined in the DC By-law, and further, where such works are not oversized pipe works (sanitary, storm or water – the reimbursement of which is provided for in subsidy tables in the DC By-law), then the Owner shall submit through their consulting engineer an engineering work plan for the proposed works satisfactory to the City Engineer (or designate) and City Treasurer (or designate). The Owner acknowledges that:

- i) no work subject to a work plan shall be reimbursable until both the City Engineer (or designate) and City Treasurer (or designate) have reviewed and approved the proposed work plan; and
- ii) in light of the funding source and the City's responsibility to administer development charge funds collected, the City retains the right to request proposals for the work



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from an alternative consulting engineer.

25.6 GRADING REQUIREMENTS

Add the following new Special Provisions:

- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall remove and relocate the existing earth stockpile generally located on Lots 16 to 17, all to the satisfaction of the City and at no cost to the City.
- # Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make arrangements with the adjacent property owner to the east to regrade portions of the properties abutting Block 40 to 51, in conjunction with grading and servicing of this subdivision, to the specifications of the City, at no cost to the City.

25.7 STORM WATER MANAGEMENT

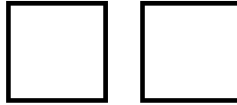
Remove Subsection 25.7 (a) and **replace** with the following:

- (a) The Owner shall have its Professional Engineer supervise the construction of the stormwater servicing works, including any temporary works, in compliance with the drawings accepted by the City Engineer, and according to the recommendations and requirements of the following, all to the satisfaction of the City Engineer:
 - i) The SWM criteria and environmental targets for the Stanton Drain Subwatershed Study and any addendums/amendments;
 - ii) The approved Storm/Drainage and SWM Servicing Functional Report for the subject lands;
 - iii) The accepted Municipal Class Environmental Assessment (EA) for Storm Drainage and Stormwater Management Servicing Works for the Hyde Park Community Plan (2002) and any addendums/amendments;
 - iv) The approved Functional Stormwater Management Plan for the Regional Hyde Park South SWM Facility 1, prepared by Earth Tech Canada Inc. (March 2006) and any updated Functional Stormwater Management Plan;
 - v) The approved Functional SWM Plan for the Regional Hyde Park SWM Facility 1B1, prepared by AECOM (March 2010) or any updated Functional SWM Management Plan;
 - vi) The Stormwater Letter/Report of Confirmation for the subject development prepared and accepted in accordance with the file manager process;
 - vii) The City's Waste Discharge and Drainage By-laws, lot grading standards, policies, requirements and practices;
 - viii) The City of London Design Specifications and Requirements Manual, as revised;
 - ix) The Ministry of the Environment and Climate Change SWM Practices Planning and Design Manual (2003); and
 - x) Applicable Acts, Policies, Guidelines, Standards and Requirements of all required approval agencies.

25.8 SANITARY AND STORM SEWERS

Remove Subsection 25.8 (c) and **replace** with the following:

- (c) The Owner shall construct the storm sewers to service the Lots and Blocks in this Plan, which is located in the Stanton Drain Subwatershed, and connect them to the existing 600



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mm diameter storm sewer located on Lawson Road, at the north limit of this Plan (tributary to the existing Regional Hyde Park SWM Facility # 1) to serve the north portion (2.7 ha) of this Plan;

The storm sewers required in conjunction with this Plan shall be sized to accommodate all upstream lands to the specifications of the City Engineer and at no cost to the City unless otherwise specified herein.

Remove Subsection 25.8 (d) as there are no sanitary sewer manholes on private property in this Plan.

Remove Subsection 25.8 (e) as there are no storm or sanitary easements on park/school blocks in this Plan.

Remove Subsection 25.8 (j) as there are no sanitary private drain connections required to blocks in this Plan.

Remove Subsection 25.8 (o) and **replace** with the following:

The Owner shall construct the sanitary sewers, in accordance with the accepted engineering drawings, to service the Lots and Blocks in this Plan and connect them to the City's existing sanitary sewage system being the 200 mm diameter sanitary sewer on Lawson Road at the north limit of this Plan.

The sanitary sewers required in conjunction with this Plan shall be sized to accommodate all upstream lands to the specifications of the City Engineer and at no cost to the City unless otherwise specified herein.

25.9 WATER SERVICING

Remove Subsection 25.9 (c) and **replace** with the following:

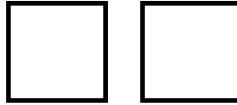
- (c) The Owner shall construct the watermains to service the Lots and Blocks in this Plan and connect them to the City's existing water supply system, being:
- i) the 300 mm diameter watermain on Lawson Road at the north limit
 - ii) the 300 mm diameter watermain on Lawson Road at the south limit
 - iii) the 200 mm diameter watermain on Elson Road at the east limit

The Owner shall provide looping of the water main system, as required by and to the satisfaction of the City Engineer.

25.11 ROADWORKS

Remove Subsection 25. 11 (b) and **replace** with the following:

- (b) The Owner shall construct or install all of the following required works to the specifications of the City and in accordance with the plans accepted by the City:
- (i) a fully serviced road connection where Lawson Road connects with the existing Lawson Road at the north and south limits of this Plan, including all underground services and all related works as per the accepted engineering drawings;
 - (ii) a fully serviced road connection where Elson Road connects with the existing Elson Road at the east limit of this Plan, including all underground services and related works as per the accepted engineering drawings;
 - (iii) additional works beyond the limits of this Plan (eg. sidewalk, matching grades) on Elson Road in Plan 33M-597 as per the accepted engineering drawings;



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- (iv) a fully serviced road connection where Reeves Avenue connects with the existing Reeves Avenue at the east limit of this Plan, including all underground services and related works as per the accepted engineering drawings;
- (v) completion of Reeves Avenue in Plan 33M-597 (eg. sidewalks, pdcs) as a fully serviced road as per the accepted engineering drawings;

The Owner shall complete all work on the said street(s) in accordance with current City standards, procedures and policies, and restore the road(s), and ensure that adequate precautions are taken to maintain vehicular and pedestrian traffic and existing water and sewer services at all times during construction, except as approved otherwise by the City Engineer. The Owner shall provide full-time supervision by its Professional Engineer for all works to be constructed on Lawson Road, Elson Road and Reeves Avenue in accordance with current City policies. Upon completion of these works, a Certificate of Completion of Works is to be supplied to the City, pursuant to the General Provisions and **Schedule 'G'** of this Agreement.

The Owner shall complete the works specified above on a schedule acceptable to the City or as otherwise specified herein. Where the Owner is required to close any City of London road section the Owner shall have available for submission to the City a Traffic Protection Plan acceptable to the City Engineer (or his/her designate), a schedule of construction for the proposed works on the above-noted street(s) and a detail of the proposed timing and duration of the said works in accordance with the Ministry of Labour and Ministry of Transportation requirements within the Ontario Traffic Manual Book 7. Further, the Owner shall obtain a Permit for Approved Works from the City prior to commencing any construction on City land or right-of-way.

Where required by the City Engineer, the Owner shall establish and maintain a Traffic Management Plan (TMP) intended to harmonize a construction project's physical requirements with the operational requirements of the City, the transportation needs of the travelling public and access concerns of area property owners in conformity with City guidelines and to the satisfaction of the City Engineer for any construction activity that will occur on existing public roadways needed to provide services for this Plan of Subdivision. The Owner's contractor(s) shall undertake the work within the prescribed operational constraints of the TMP. The TMP shall be submitted by the Owner at the time of submission of servicing drawings for this Plan of Subdivision, and shall become a requirement of the said drawings.

Remove Subsection 25.11 (q) (iv) as there are no traffic calming circles, raised intersections, etc.

Remove Subsection 25. 11 (r) and **replace** with the following:

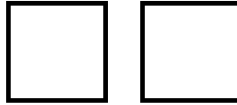
- # The Owner shall direct all construction traffic including all trades related traffic associated with installation of services and construction of dwelling units in this Plan to access the site from Gainsborough Road via Coronation Drive and Lawson Road (north of this Plan) or other routes as designated by the City.

Add the following new Special Provisions:

- # The Owner shall remove the temporary turning circle on Lawson Road and adjacent lands, in Plan 33M-597 to the east of this Plan, and complete the construction of Lawson Road in this location as a fully serviced road, including restoration of adjacent lands as shown on the accepted engineering drawings, to the specifications of the City.

If funds have been provided to the City by the Owner of Plan 33M-597 for the removal of the temporary turning circle and the construction of this section of Lawson Road 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 Lawson Road in Plan 33M-597 is constructed as a fully serviced road by the Owner of Plan 33M-597, then the Owner shall be relieved of this obligation.



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Prior to the issuance of any Certificate of Conditional Approval, the Owner shall complete the construction of Reeves Avenue and Elson Road, within and adjacent to this Plan, as a fully serviced road in accordance with City standards, including all associated works, servicing, grading, removals and restoration as needed (eg. extension of sidewalks, installation of pdcs and water services, regrading and resodding of boulevard, etc.), in accordance with approved design criteria and accepted engineering drawings, all to the satisfaction of the City and at no cost to the City.

In accordance with City policy adopted on December 2, 2002, prior to any construction, the Owner shall erect barricades (and any temporary turning circles) as necessary at the following location in this Plan, to the satisfaction of the City:

- i) Lawson Road – east limit
- ii) Elson Road – east limit

Prior to the issuance of any Certificate of Conditional Approval or as otherwise directed by the City Engineer, the Owner shall remove the barricades, as necessary, and restore the roads, to the specifications of the City, at no cost to the City.

The Owner shall advise all purchasers of Lots within this Plan 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.

The Owner shall make minor boulevard improvements on Reeves Avenue and Elson Road adjacent to this Plan, to the specifications of the City and at no cost to the City, consisting of clean-up, grading and sodding as necessary.

25.12 PARKS

Remove Subsection 25. 12 (a) and **replace** with the following:

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

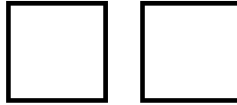
Within (1) year of registration of this Plan, the Owner shall have its consultant provide a certificate that identifies that the Block has been rough graded as per the approved plan and receive City approval of rough grades prior to topsoil installation, all to the satisfaction of and at no cost to the City.

Add the following clauses:

Within one (1) year of registration of this Plan or otherwise approved by the City, the Owner shall grade, service and restore the woodland buffer and reconstructed wetlands per the approved Habitat Compensation Plan, at no cost to the City and to the satisfaction of the City Planner. Wildlife transfer between the existing wetland and the new wetland must occur prior to the issuance of any building permit within the registered plan of subdivision, as per the approved Wildlife transfer schedule identified in the approved Habitat Compensation Plan.

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

Upon acceptance of the completed wetland by the City, the Owner shall initiate and maintain the two (2) year monitoring program for the wetland as described in the approved Habitat Compensation Plan. Monthly monitoring reports from a qualified ecological consultant will be submitted the City’s ecologist.



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- # No grading shall occur within proposed park/open space blocks except where determined to be appropriate by the City Planner.

- # Within one (1) year of registration of this Plan, the Owner shall construct a 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 block adjacent to parkland, open spaces and/or habitat relocation blocks, all at no cost to the City and to the satisfaction of the City.

 Prior to Assumption, the Owner shall have its consultant provide a certificate that identifies that the fence has been installed to the approved City Standards, all to the satisfaction of and at no cost to the City

- # Within one (1) year of registration of this Plan, the Owner shall remove all hazard trees within the edge of the woodlot as identified in the approved tree preservation plan from the rear of lots 1-5 and the relocated wetland, at no cost to the City and to the satisfaction of the City.

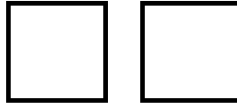
- # At the time this plan is registered, the Owner shall register appropriate easements to access Block 52 in this plan from the traveled portion of Sandbar Road (Part 3 of Reference Plan 33R19116), at no cost to the City and to the satisfaction of the City.

- # Within one (1) year of registration of this Plan, the Owner shall construct a 1.83 metre high chain link security fence and maintain the fence along the common property line of the Railway and the development at the owners expense, all to the satisfaction of the City.

 Within (1) year of registration of this Plan, the Owner shall have its consultant provide a certificate that identifies that the fence has been installed to the approved City Standards, at no cost to the City, and all to the satisfaction of the City.

- # The Owner shall dedicate all Park Blocks, Habitat Relocation Area and Open Space Blocks, as part of the parkland dedication requirements, pursuant to current City Park development standards, to the satisfaction of City, and at no cost to the City.

- # Within one (1) year of registration of this Plan, the Owner shall prepare and deliver to all homeowners adjacent to habitat relocation area and/or natural heritage area, an 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 Planner, and at no cost to the City.



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SCHEDULE “C”

This is Schedule “C” to the Subdivision Agreement dated this _____ day of _____, 2016, between The Corporation of the City of London and 905 Sarnia Inc. to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES**Roadways**

- Lawson Road shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 21.5 metres.
- Elson Road and Reeves Avenue shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.

Sidewalks

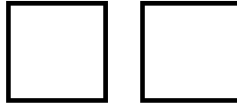
A 1.5 metre (5 foot) sidewalk shall be constructed on both sides of Lawson Road to connect to the existing sidewalks at the north limit of this Plan in Plan 33M-585 and at the east limit of this Plan in Plan 33M-597.

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

- (i) Elson Road – north boulevard to connect to existing sidewalk in Plan 33M-597 at east limit of this Plan
- (ii) Reeves Avenue – west boulevard to connect to existing sidewalk in Plan 33M-597 at the south limit of this Plan

Pedestrian Walkways

There are no walkways in this Plan.



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SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2016, between The Corporation of the City of London and 905 Sarnia 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.

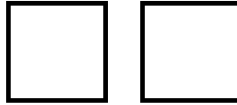
LANDS TO BE CONVEYED TO THE CITY OF LONDON:

0.3 metre (one foot) reserves:	Blocks 54, 55, 56, 57 and 58
Road Widening (Dedicated on face of plan):	Block 59
Walkways:	NIL
5% Parkland Dedication:	Blocks 52 and 53
Dedication of land for Parks in excess of 5%:	Will be applied to the required parkland dedication of lands to the south
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: NIL



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SCHEDULE “E”

This is Schedule “E” to the Subdivision Agreement dated this _____ day of _____, 2016, between The Corporation of the City of London and 905 Sarnia 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:	\$ 244,984
BALANCE PORTION:	<u>\$1,388,242</u>
TOTAL SECURITY REQUIRED	\$1,663,226

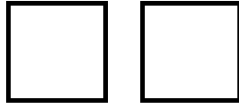
The Cash Portion shall be deposited with the City Treasurer prior to the execution of this Agreement.

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. A-7146-255 and policy adopted by the City Council on July 27, 2014.

In accordance with Section 9 Initial Construction of Services and Building Permits, the City may limit the issuance of building permits until the security requirements have been satisfied.

The above-noted security includes a statutory holdback calculated in accordance with the Provincial legislation, namely the CONSTRUCTION LIEN ACT, R.S.O. 1990.



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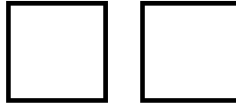
SCHEDULE "F"

This is Schedule "F" to the Subdivision Agreement dated this _____ day of _____, 2016, between The Corporation of the City of London and 905 Sarnia Inc. to which it is attached and forms a part.

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

Multi-Purpose Easements:

- (a) Multi-purpose easements shall be deeded to the City in conjunction with this Plan, over lands external to this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
 - (i) over Part 3 of 33R-19116



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Schedule "B"

Related Estimated Costs and Revenues

Estimated DC Funded Servicing Costs ^{Note 1}	Estimated Cost (excludes HST)
Claims for developer led construction from CSRF ^{Note 4} - 290m of 300mm watermain (DC14-WD01001) - oversizing subsidy	\$17,400
Claims for developer led construction from UWRF - None identified.	\$0
Claims for City led construction from CSRF - None identified.	\$0
Total	\$17,400
Estimated Total DC Revenues ^{Note 2} (2016 Rates)	Estimated Revenue
CSRF	\$1,024,608
UWRF	\$92,079
TOTAL	\$1,116,687

- 1 Estimated Costs are based on approximations provided by the applicant and include engineering, construction and contingency costs without HST. Final claims will be determined based on actual costs incurred in conjunction with the terms of the final subdivision agreement and the applicable By-law.
- 2 Estimated Revenues are calculated using 2016 DC rates and may take many years to recover. The revenue estimates includes DC cost recovery for "soft services" (fire, police, parks and recreation facilities, library, growth studies). There is no comparative cost allocation in the Estimated Cost section of the report, so the reader should use caution in comparing the Cost with the Revenue section.
- 3 The revenues and costs in the table above are not directly comparable. The City employs a "citywide" approach to recovery of costs of growth – any conclusions based on the summary of Estimated Costs and Revenues (above table) should be used cautiously.
- 4 Oversizing costs identified are based on preliminary estimates prepared by the applicant for the draft plan approval. If through detailed design the servicing works exceed the local servicing conditions and meet the DC bylaw eligibility rules for oversizing, changes or additions may be required to the estimates noted above.

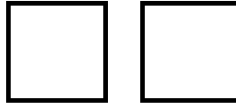
Reviewed by:

May 2 / 2016

Peter Christiaans

Date

Peter Christiaans
 Director, Development Finance



File Number: 39T-14501

Schedule "C"

SOURCE OF FINANCING

#16086
May 13, 2016

Chair and Members
Planning & Environment Committee

RE: Subdivision Special Provisions - 905 Sarnia Inc.
905 Sarnia Road Subdivision 39T-14501
(Subledger WT160004)
Capital Project EW3818 - Watermain Internal Oversizing Subsidy DC14-WD01001

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Development and Compliance Services and Chief Building Official, the detailed source of financing for this project is:

<u>SUMMARY OF ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed to Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Construction	\$350,000	\$98,864	\$17,706	\$233,430
NET ESTIMATED EXPENDITURES	<u>\$350,000</u>	<u>\$98,864</u>	<u>\$17,706</u> 1)	<u>\$233,430</u>

SUMMARY OF FINANCING:

Drawdown from Industrial Oversizing-Water R.F.	\$1,700	\$480	\$86	\$1,134
Drawdown from City Services - Water Component (Development Charges) 2)	348,300	98,384	17,620	232,296
TOTAL FINANCING	<u>\$350,000</u>	<u>\$98,864</u>	<u>\$17,706</u>	<u>\$233,430</u>

1) **FINANCIAL NOTE:**

Contract Price	\$17,400
Add: HST @13%	2,262
Total Contract Price Including Taxes	<u>19,662</u>
Less: HST Rebate	1,956
Net Contract Price	<u>\$17,706</u>

2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2014.

JG

Alan Dunbar
Manager of Financial Planning & Policy