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
O’HANLAN SUBDIVISION
APPLICANT: 756949 ONTARIO LTD.
1647 FANSHAWE PARK ROAD EAST
39T-10503
MEETING ON MARCH 6, 2017

RECOMMENDATION

That, on the recommendation of the Manager, Development Planning, the following actions be taken with respect to entering into a subdivision agreement between The Corporation of the City of London and 756949 Ontario Ltd. for the subdivisions of land over Part of Lots 1, 2 and 3 on Registered Plan 120(C), City of London, County of Middlesex, situated on the south side of Fanshawe Park Road East, between Highbury Avenue North and Cedarhollow Boulevard:

(a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and 756949 Ontario Ltd. for the O’Hanlan Subdivision (39T-10503) 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 Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfil its conditions; and

(d) the Municipal Council BE REQUESTED to advise the London Police Services of the new development and to actively enforce the Highway Traffic Act for the duration of the construction for this subdivision.

BACKGROUND

The draft plan of subdivision is 5.5 hectares (13.59 ac.) in size and is located at 1647 Fanshawe Park Road East. It consists of 97 single family detached Lots with the extension of Cedarpark Drive and Guiness Way and the creation of three (3) new local streets, (Aukett Drive, O’Hanlan Crossing and O’Hanlan Lane).

The subdivision was draft approved by the Ontario Municipal Board (OMB), on November 19, 2012. The City of London was granted the authority to clear conditions and issue final approval on January 12, 2015.

A three (3) year draft approval extension was granted by the OMB in November 2015. No further extensions to draft approval will be necessary as the developer will be registering the entire draft plan in one(1) phase.

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

This report has been prepared in consultation with the City’s Solicitors Office.
**File Number:** 39T-10503

<table>
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<tr>
<th>PREPARED BY:</th>
<th>RECOMMENDED BY:</th>
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<tr>
<td>NANCY PASATO, MCIP, RPP SENIOR PLANNER DEVELOPMENT SERVICES DIVISION</td>
<td>ALLISTER MACLEAN MANAGER, DEVELOPMENT PLANNING DEVELOPMENT SERVICES</td>
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<td>JENNIE A. RAMSAY P. ENG. MANAGER, DEVELOPMENT SERVICES</td>
<td>GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT &amp; COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL</td>
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NP/fg
Attach.
February 21, 2017
5. **STANDARD OF WORK**

Remove Subsection 5.7 as there are no rear yard catchbasins within this plan.

16. **PROPOSED SCHOOL SITES**

Remove Subsections 16.3 to 16.9 as there are no school sites in this Plan of subdivision.

25.1 **STANDARD REQUIREMENTS**

Remove Subsection 25.1 (h) as no fencing is required for the walkway blocks in this Plan.

Add the following new Special Provisions:

# The Owner shall make all necessary arrangements with the 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.

# Prior to the issuance of any Certificate of Conditional Approval, the Approval Authority shall be advised that the accepted noise attenuation measures have been constructed and/or requirements have been incorporated into the subdivision agreement.

# The Owner shall implement the recommendations of the "Noise Feasibility Study", dated July 4, 2013, prepared by HGC Engineering, in the following manner:

i. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall not submit any application for building permit for Lots 33-37, and Lots 83-87, unless noise attenuation walls are incorporated into the plans as described below:

- Lot 83 - a 2.9 m barrier wall extending along the north property line, adjacent to Fanshawe Park Road East, a minimum of 7 m within the rear yard, inside the property line, and a return along the west property line approx. 115.1 m in length;

- Lot 37 - a 2.9 m barrier wall extending along the north property line, adjacent to Fanshawe Park Road East, a minimum of 7 m within the rear yard, inside the property line, and a return along the east property line approx. 16.7 m in length;

- Lots 33-36, and Lots 84-87 - a 2 m barrier wall extending along the rear yards of Lots 33-36 and 84-87.

The above noted walls shall be of a solid construction with the surface density of no less than 20 kg/m². The walls may be constructed from a variety of materials such as wood, brick, pre-cast concrete or other concrete/wood composite systems provided that it is free of gaps or cracks.

Prior to the issuance of any Certificate of Conditional Approval, a Professional Engineer qualified to provide acoustical engineering services in Ontario shall review the building and grading plans for Lots 33-37 and Lots 71-87 to certify that noise control measures as approved have been incorporated.

The Owner shall include in all offers of purchase and sale or Lease, a warning clause advising owners, that a sound barrier is located inside the property line within the side and/or rear yard of the property and that the said sound barrier shall not be altered or
removed or tampered with. It shall be the obligation of the owner of the Lot to repair, maintain and to replace the noise attenuation barrier, in accordance with the approved plan and/or provision(s) set out in in the subdivision agreement, all at the owner’s sole expense and to the satisfaction of the City.

ii. The following warning clause shall be included in all Agreements of Purchase and Sale or Lease for all Lots within this Plan:

“Purchasers are advised that due to the proximity of the adjacent landscaping supplies retail store and aggregate facility, sound levels from the facility may at times be audible.”

“The City of London assumes no responsibility for noise issues which may arise from the existing or any increase in vehicle traffic on Fanshawe Park Road East or any noise or dust issues that may arise from the adjacent pit operation as it relates to the interior or outdoor living areas of any dwelling unit on this lot. The City of London will not be responsible for constructing any form of noise mitigation for this Lot.”

iii. The following warning clause shall be included in all Agreements of Purchase and Sale or Lease for Lots 29-32, 71-82, and 88-91 of this Plan:

“Purchasers/tenants are advised that sounds levels due to increasing road traffic may occasionally interfere with some activities of the dwelling unit occupants as the sound levels exceed the Municipality’s and the Ministry of the Environment’s noise criteria.”

iv. The following warning clause shall be included in all Agreements of Purchase and Sale or Lease for Lots 33-36, 37, 83, and 84-87, of this Plan:

“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 occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the criteria of the Municipality’s and Ministry of the Environment’s noise criteria.”

v. The following warning clause shall be included in all Agreements of Purchase and Sale or Lease for Lots 29-32, 33-36, 84-87, and 88-91, of this Plan:

“This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the criteria of the Municipality and Ministry of the Environment.

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

vi. The following warning clause shall be included in all Agreements of Purchase and Sale or Lease for Lots 37, 71-82, and 83, of this Plan:

“This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the criteria of the Municipality’s and the Ministry of the Environment’s noise criteria.”

vii. The Owner shall include in any application for a building permit for Lots 29-32, 33-36, 84-87, and 88-91, the inclusion of forced air heating with provisions for future air conditioning (which can be installed at the owner’s option) which is sized to accommodate central air conditioning by the occupant if they so desire.

viii. The Owner shall include in any application for a building permit for Lots 37, 71-82, both
25.2 CLAIMS

Remove Subsection 25.2, and replace with the following:

There are no eligible claims for works by the Owner paid for from a Development Charges Reserve Fund or Capital Works Budget included in this Agreement.

25.7 GRADING REQUIREMENTS

Add the following new Special Provisions:

# The Owner shall grade the portions of Lots 37 and 83, both inclusive, which have a common property line with Fanshawe Park Road East, to blend with the ultimate profile of Fanshawe Park Road East, in accordance with the City Standard “Subdivision Grading Along Arterial Roads” and at no cost to the City.

25.8 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 North Thames Subwatershed Study and any addendums/amendments;

ii) The accepted Municipal Class Environmental Assessment (EA) for Storm Drainage and Stormwater Management Servicing Works for the Kilally North and any addendums/amendments;

iii) The approved Functional Report for Kilally North Servicing Area Regional SWM Facility;

iv) The City’s Design Requirements for Permanent Private Stormwater Systems approved by City Council and effective as of January 1, 2012. The stormwater requirements for PPS for all medium/high density residential, institutional, commercial and industrial development sites are contained in this document, which may include but not be limited to quantity/quality control, erosion, stream morphology, etc.

v) The Stormwater Letter/Report of Confirmation for the subject development prepared and accepted in accordance with the file manager process;

vi) The City’s Waste Discharge and Drainage By-laws, lot grading standards, policies, requirements and practices;

vii) The City of London Design Specifications and Requirements Manual, as revised;

viii) The Ministry of the Environment SWM Practices Planning and Design Manual (2003);

ix) Applicable Acts, Policies, Guidelines, Standards and Requirements of all required approval agencies.

Add the following new Special Provisions:

# 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.

# Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install the proposed stormwater management system on Guiness Way, as identified on the accepted engineering drawings, including all orifice control devices, to the satisfaction of the City.

25.9 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 in this Plan, which is located in the North Thames Subwatershed, and connect them to the City's existing storm sewer system being the 900 mm diameter storm sewer on Guiness Way in Plan 33M-640 which outlets to the Thames River via the existing Kilally North Stormwater Management (SWM) Facility at no cost to the City.

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

Remove Subsection 25.8 (d) as it is not applicable.

Remove Subsection 25.8 (e) as it is not applicable.

Remove Subsection 25.8 (j) as it is not applicable.

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

(o) The Owner shall construct the sanitary sewers to service the Lots and Blocks in this Plan and connect them to the City’s existing sanitary sewage system being the 200 mm diameter sanitary sewer on Guiness Way in Plan 33M-640.

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

Add the following new Special Provisions:

# The Owner shall remove the temporary ditch inlet catch basins (DICBS), etc. and the existing temporary easements may be quit claimed, all to the satisfaction and specifications of the City Engineer and at no cost to the City.

# Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make adjustments to the existing works and services on Guiness Way in Plan 33M-640 and Cedarpark Drive in Plan 33M-678, adjacent to this plan to accommodate the proposed works and services on this street in accordance with the approved design criteria and accepted drawings, all to the satisfaction of the City Engineer, at no cost to the City.

25.10 WATER SERVICING

Remove Subsection 25.9 (b) as this only applies to Blocks in a Plan.

Remove Subsection 25.9 (d) and replace with the following:

(d) Prior to the issuance of any Certificates of Conditional Approval, the Owner shall install and commission the accepted water quality measures required to maintain water quality within the water distribution system during build-out, all to the satisfaction of the City Engineer, at no cost to the City. The measures which are necessary to meet water quality requirements, including their respective flow settings, etc. shall be shown clearly on the engineering drawings.
Add the following new Special Provisions:

# The Owner acknowledges implemented water quality measures shall remain in place until there is sufficient occupancy demand to maintain water quality within this Plan of Subdivision without their use. The Owner is responsible to meter and pay the billed costs associated with any automatic flushing devices including water discharged from any device from the time of their installation until removal/assumption. Any incidental and/or ongoing maintenance of the automatic flushing devices shall be at the sole responsibility and expense of the Owner.

# The Owner acknowledges the limits of any request for Conditional Approval shall conform to the phasing plan as set-out in the accepted water servicing design study and shall include the implementation of the interim water quality measures. In the event the requested Conditional Approval limits differ from the phasing as set out in the accepted design study, and the watermains are not installed to the phase limits, the Owner would be required to submit revised plan and hydraulic modeling as necessary to address water quality.

# 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 200 mm diameter watermain on Guiness Way and the 200 mm diameter watermain on Cedarpark Drive; and

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;

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 Guiness Way in this Plan connects with Guiness Way in Plan 33M-640, including all underground services and all related works as per the accepted engineering drawings;

(ii) a fully serviced road connection where Cedarpark Drive in this Plan connects with Cedarpark Drive in Plan 33M-678, including all underground services and all related works as per the accepted engineering drawings; and

(iii) any works on Fanshawe Park Road East relating to accommodating storm drainage, including all underground services and all related works 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 Guiness Way, Cedarpark Drive and Fanshawe Park Road East 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 (n) as there are no standard walkways in this plan.

Remove Subsection 25.11 (q) as there are no traffic calming measures in this Plan.

Remove Subsection 25.11 (r) 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 Fanshawe Park Road East via Cedarhollow Boulevard in Plan 33M-580, with the exception of the installation of services, which may access the site temporarily from Fanshawe Park Road East until Conditional Approval is granted.

Add the following new Special Provisions:

# The Owner shall construct the driveways for each Lot in compliance with the approved on street parking plan for this subdivision, attached as Schedule "N" to this Agreement and in compliance with the City’s Zoning By-law. Prior to assumption of the subdivision by the City, the Owner shall have its Professional Engineer/Surveyor certify for each Lot to the satisfaction of the City that the location and width of the as built driveways complies with the approved parking plan and is in compliance with the City’s Zoning By-law. Further, the Owner shall rectify any deficiencies identified by the Professional Engineer/Surveyor at no costs to the City.

# The Owner shall remove the temporary turning circle on Cedarpark Drive and adjacent lands, in Plan 33M-678 to the south of this Plan, and complete the construction of Cedarpark Drive in this location as a fully serviced road, including restoration of adjacent lands, to the specifications of the City.

If funds have been provided to the City by the Owner of Plan 33M-678 for the removal of the temporary turning circle and the construction of this section of Cedarpark Drive and all associated works, the City shall reimburse the Owner for the substantiated cost of completing these works, up to a maximum value that the City has received for this work.

In the event that Cedarpark Drive in Plan 33M-678 is constructed as a fully serviced road by the Owner of Plan 33M-678, then the Owner shall be relieved of this obligation.

# The Owner shall be required to make minor boulevard improvements on Fanshawe Park Road East 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.

# The Owner shall remove all existing accesses and restore all affected areas, all to the satisfaction of the City, at no cost to the City.

# The Owner shall construct the window street portion of O’Hanlan Lane abutting Fanshawe Park Road East in accordance with the City’s Window Street standards and in accordance with the accepted engineering drawings, to the satisfaction of the City and at no cost to the City.
City.

# The Owner shall convey Future Development Block 97 to the City for future use as needed, at no cost to the City. If this block is not needed upon development or redevelopment of lands to the west of this block, the City agrees the Block will be returned to the Owner, at no cost to the City.

25.12 PARKS

add the following Clause:

# Within one (1) year of registration of this Plan, the Owner shall implement all the recommendations of the approved May 2013 Tree Preservation Plan prepared by Stantec Engineering, all the satisfaction of the City.
SCHEDULE “C”

This is Schedule “C” to the Subdivision Agreement dated this ________ day of _______, 2017, between The Corporation of the City of London and 756949 Ontario Limited to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Cedarpark Drive, (from south limit to Aukett Drive), Guiness Way and Aukett Drive shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
- O’Hanlan Lane and Cedarpark Drive (from Aukett Drive to O’Hanlan Crossing) shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 19 metres.
- O’Hanlan Crossing shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 14.5 metres.

Sidewalks

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

(i) Cedarpark Drive – south limit to Aukett Drive – east boulevard
(ii) Cedarpark Drive – Aukett Drive to O’Hanlan Crossing – west boulevard
(iii) Aukett Drive – south and east boulevard
(iv) Guiness Way – south boulevard

Pedestrian Walkways

City of London standard 3.0m wide pedestrian walkways shall be constructed on Blocks 100, 102 and 104 of this Plan.
SCHEDULE “D”

This is Schedule "D" to the Subdivision Agreement dated this ______ day of _______, 2017, between The Corporation of the City of London and 756949 Ontario Limited to which it is attached and forms a part.

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

LANDS TO BE CONVEYED TO THE CITY OF LONDON:

0.3 metre (one foot) reserves: Blocks 98, 99, 101, 103 and 105
Road Widening (Dedicated on face of plan): Block 106
Walkways: Blocks 100, 102 and 104
5% Parkland Dedication: Cash payment in lieu of the 5% parkland dedication pursuant to City of London By-law C.P.-9.

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

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

School Site: NIL

LANDS TO BE HELD IN TRUST BY THE CITY:

Future Use as Needed (Clause ______): Block 97
This is Schedule “E” to the Subdivision Agreement dated this ______ day of _______, 2017, between The Corporation of the City of London and 756949 Ontario Limited to which it is attached and forms a part.

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

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<td>CASH PORTION:</td>
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<td>BALANCE PORTION:</td>
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<td>TOTAL SECURITY REQUIRED</td>
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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.
This is Schedule “F” to the Subdivision Agreement dated this ______ day of _______, 2017, between The Corporation of the City of London and 756949 Ontario Limited to which it is attached and forms a part.

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

Multi-Purpose Easements:

There are no multi-purpose or temporary turning circle easements required for this Plan of Subdivision.
### Schedule “B”
Related Estimated Costs and Revenues

**O’Hanlon Subdivision - 756949 Ontario Limited**  
Subdivision Agreement  
39T-10503

#### Related Estimated Costs and Revenues

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<sup>1</sup> There are no anticipated claims associated with this development.

<sup>2</sup> Estimated Revenues are calculated using 2017 DC rates and may take many years to recover. The revenue estimates include DC cost recovery for "soft services" (fires, 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.

<sup>3</sup> The revenues and costs in the table above are not directly comparable. The City employs a "whole" approach to recovery of costs of growth – any conclusions based on the summary of Estimated Costs and Revenues (above table) should be used cautiously.

Reviewed by:  

**Feb 17/17**  
Peter Christiaans  
Director, Development Finance