

File Number: 39T-14503  
L. Mottram / F. Gerrits

<b>TO:</b>	<b>CHAIR AND MEMBERS PLANNING AND ENVIRONMENT COMMITTEE</b>
<b>FROM:</b>	<b>GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL</b>
<b>SUBJECT</b>	<b>SUBDIVISION SPECIAL PROVISIONS APPLICANT: SIFTON PROPERTY LIMITED WEST 5 SUBDIVISION – PHASE 2, STAGE 1 39T-14503 MEETING ON NOVEMBER 20, 2017</b>

<b>RECOMMENDATION</b>
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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 Sifton Properties Limited for the subdivision of land over Part of Lots 50 and 51, Concession B, (Geographic Township of Westminster), City of London, County of Middlesex, situated on the north side of Oxford Street West, east of Westdel Bourne, all south of Shore Road, municipally known as 1080 Westdel Bourne;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Sifton Properties Limited for the West 5 Subdivision, Phase 2, Stage 1 (39T-14503) attached as Schedule “A”, **BE APPROVED**;
- (b) the applicant **BE ADVISED** that 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.

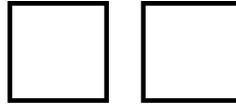
<b>BACKGROUND</b>
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Draft plan approval with conditions was granted for the Sifton West 5 lands on January 8, 2016. The draft plan consists of a number of multi-family, medium density residential, multi-family high density residential, and mixed use development blocks. Pubic roads in the draft plan consist of a Primary Collector (Riverbend Road) and two local streets (The Linkway and Logans Run).

Phase 1 was registered on October 20, 2016 as Plan 33M-706 consisting of one block for an 87 unit townhouse and stacked townhouse development. This phase (Phase 2 – Stage 1) represents the westerly half of the Sifton West Five development lands. The proposed plan also includes the completion of Riverbend Road from Shore Road to Oxford Street West, and The Linkway from Riverbend Road to Westdel Bourne.

This subdivision shall be registered in one (1) phase, consisting of one (1) medium density block, one (1) commercial / mixed use block, and one (1) private park block, along with several 0.3 metre reserves.

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



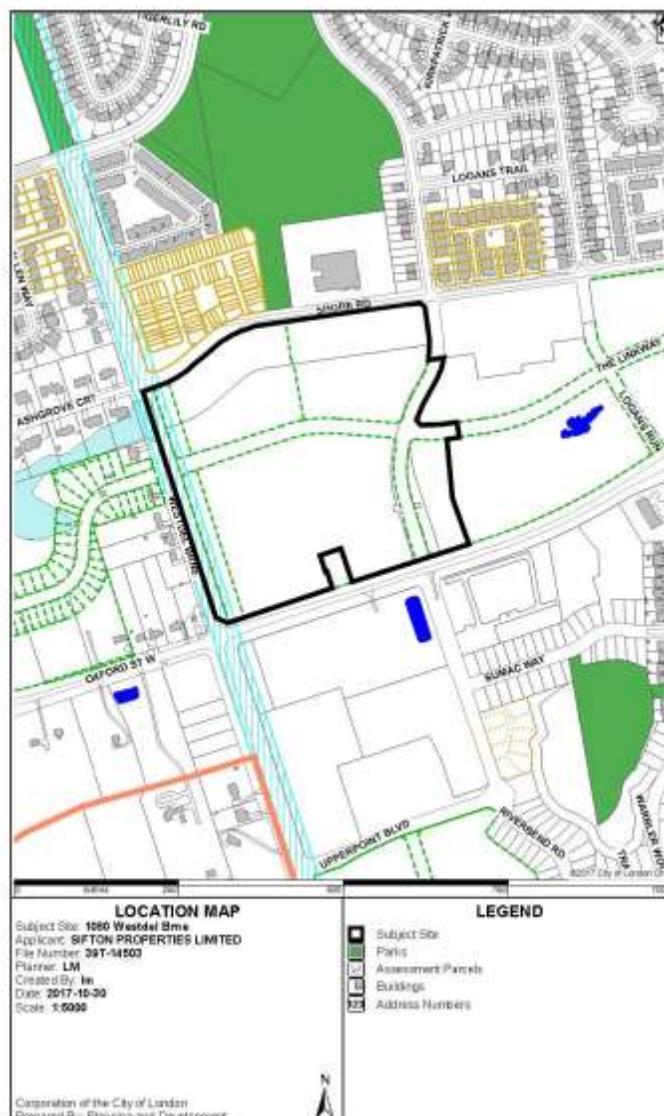
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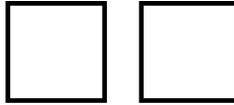
This report has been prepared in consultation with the City’s Solicitors Office.

The anticipated reimbursements from the Development Charge Reserve Funds are:

- (i) for the construction of eligible watermains in conjunction with this Plan, subsidized at an estimated cost of which is \$30,600, excluding HST, as per the accepted work plan.
- (ii) for engineering fees and the construction of left turn and right turn channelization on Oxford Street at Riverbend Road and for the construction of left turn and right turn channelization on Westdel Bourne at The Linkway, the estimated cost of which is \$174,837, excluding HST, as per the accepted work plan;
- (iii) for engineering fees and the construction of a concrete sidewalk/multi-use trail across the frontage of this Plan with Oxford Street West and Westdel Bourne, the estimated cost of which is \$174,289, as per the accepted work plan;
- (iv) for engineering fees and the construction of street lights on Oxford Street West and Westdel Bourne across the frontage of this Plan, the estimated cost of which is \$496,484, as per the accepted work plan;
- (v) for engineering fees and the construction of pavement widening on The Linkway at Westdel Bourne and on Riverbend Road at Oxford Street West consistent with the City’s claims where a secondary collector is widened at a primary collector or an arterial road, the estimated cost of which is \$8,735, excluding HST, as per the accepted work plan; and

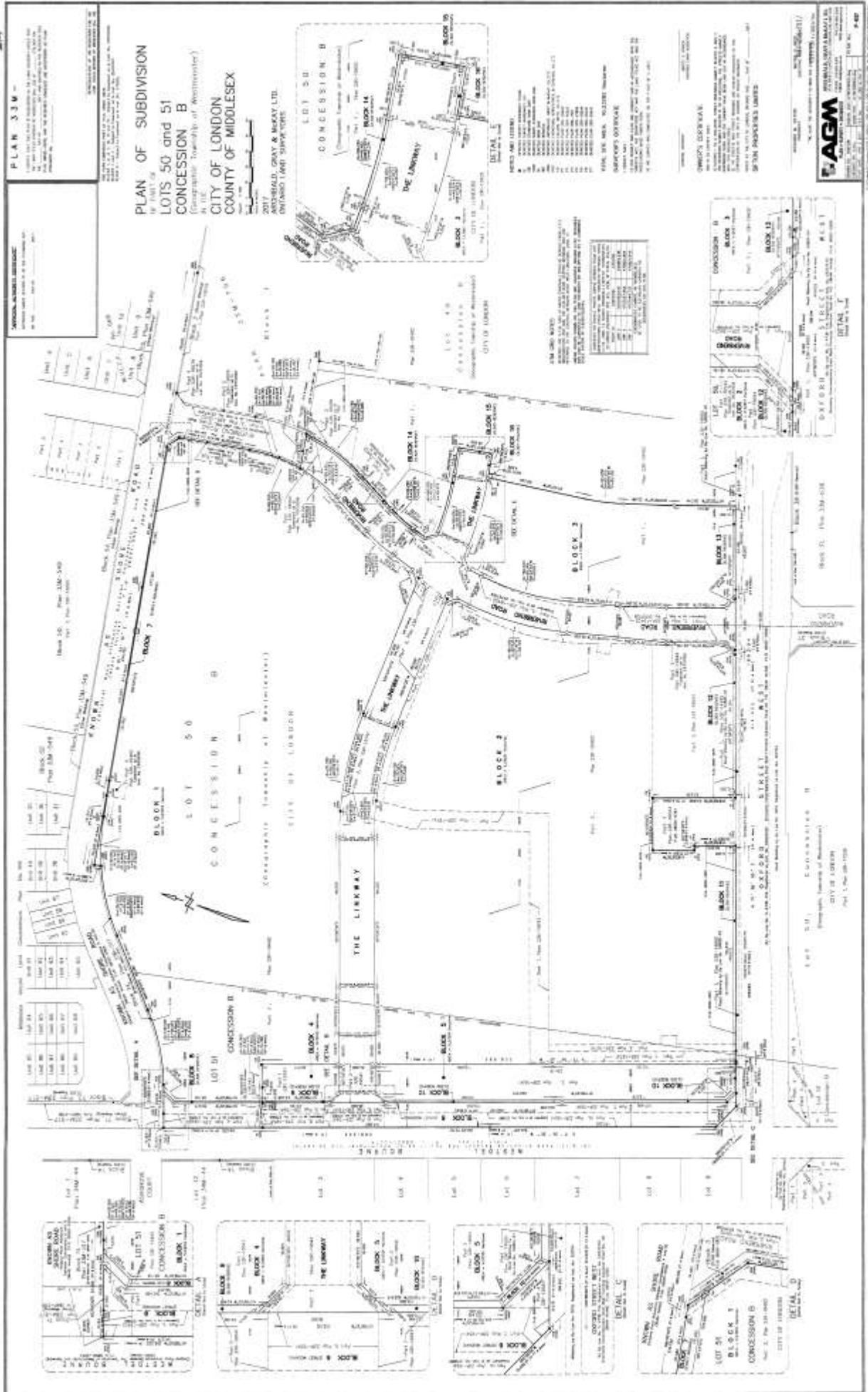
**LOCATION MAP**





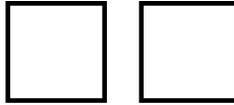
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**SUBDIVISION PLAN**



PREPARED BY  
MAY 20, 2014  
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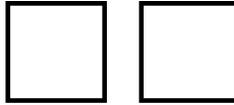
**AGM**  
AGM CONSULTANTS  
1000 SHEPPARD AVENUE EAST  
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SCARBOROUGH, ONTARIO M1B 2Y1  
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<b>RECOMMENDED BY/PREPARED BY:</b>	<b>REVIEWED BY/RECOMMENDED BY</b>
<b>Larry Mottram, MCIP, RPP Senior Planner, Development Services (Subdivision)</b>	<b>Lou Pompili MPA RPP Manager, Development Planning</b>
<b>REVIEWED BY:</b>	<b>CONCURRED IN BY:</b>
<b>Matt Feldberg Manager, Development Services (Subdivision)</b>	<b>Paul Yeoman, RPP, PLE Director, Development Services</b>
<b>SUBMITTED BY:</b>	
<b>George Kotsifas, P.ENG Managing Director, Development and Compliance Services and Chief Building Official</b>	

LM/fg  
Attach.  
November 10, 2017



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**Schedule "A"**  
**SPECIAL PROVISIONS**

**5. STANDARD OF WORK**

**Remove** Subsection 5.7 as there are no rear yard catchbasins.

~~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 which incorporate rear yard catchbasins, which includes Lots \_\_\_\_\_ in this Plan and all other affected Lots shown on the accepted plans and drawings, and shall include this information in the Agreement of Purchase and Sale or Lease for the transfer of each of the affected Lots, a covenant by the purchaser or transferee to observe and comply with the minimum building setbacks and associated underside of footing (U.S.F.) elevations, by not constructing any structure within the setback areas, and not disturbing the catchbasin and catchbasin lead located in the setback areas. This protects these catchbasins and catchbasin leads from damage or adverse effects during and after construction. The minimum building setbacks from these works and associated underside of footing (U.S.F.) elevations have been established as indicated on the subdivision lot grading plan, attached hereto as **Schedule "I"** and on the servicing drawings accepted by the City Engineer.~~

**16. PROPOSED SCHOOL SITES**

**Remove** Subsection 16.3 to 16.9 as there are no school blocks within this Plan.

~~16.3 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.~~

~~16.4 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.~~

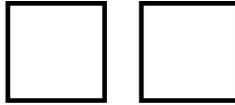
~~16.5 The School Boards may waive the right to purchase by giving notice to the Owner and the City as provided elsewhere in this Agreement.~~

~~16.6 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.~~

~~16.7 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.~~

~~16.8 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~~



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~~by the Owner of his obligations under this Agreement.~~

~~16.9 If and when the City purchases the site, the City may establish a policy with respect to the ultimate use or disposition of the site.~~

## 25.1 STANDARD REQUIREMENTS

**Remove** Subsection 25.1 (h) as there are no walkways in this Plan.

~~i) Prior to the issuance of a Certificate of Conditional Approval, or as otherwise agreed to by the City, the Owner shall construct a chain link fence without gates, adjacent to the walkway(s) (Block(s) \_\_\_\_\_) in accordance with City Standard No. SR-7.0.~~

**Add** the following new Special Provisions:

#1 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 municipal or 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 municipal or 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.

#2 Prior to assumption of this subdivision in whole or in part by the City, and as a condition of such assumption, the Owner shall pay to the City Treasurer the following amounts as set out or as calculated by the City, or portions thereof as the City may from time to time determine:

(i) For the removal of the temporary turning circle on The Linkway outside this Plan, an amount of \$5,000.

#3 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.

## 25.2 CLAIMS

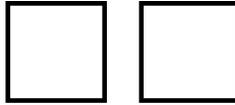
**Remove** Subsection 25.2 (b) and **replace** with the following:

(b) 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 Development Charge Reserve Funds are:

(i) for the construction of eligible watermains in conjunction with this Plan, subsidized at an estimated cost of which is \$30,600, excluding HST, as per the accepted work plan.

(ii) for the construction of left turn and right turn channelization on Oxford Street at Riverbend Road and for the construction of left turn and right turn channelization on Westdel Bourne at The Linkway, the estimated cost of which is \$152,032, excluding HST, as per the accepted work plan;



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- (iii) for the engineering fees for the construction of the left and right turn lane channelization on Oxford Street West and Westdel Bourne, the estimated cost of which is \$22,805, excluding HST, as per the accepted work plan;
- (iv) for the construction of a concrete sidewalk/multi-use trail across the frontage of this Plan with Oxford Street West and Westdel Bourne, the estimated cost of which is \$151,556, as per the accepted work plan;
- (v) for the engineering fees for the construction of the concrete sidewalk/multi-use trail on Oxford Street West and Westdel Bourne, the estimated cost of which is \$22,733, excluding HST, as per the accepted work plan;
- (vi) for the installation of street lights on Oxford Street West and Westdel Bourne across the frontage of this Plan, the estimated cost of which is \$431,725, as per the accepted work plan;
- (vii) for the engineering fees for the installation of street lighting on Oxford Street West and Westdel Bourne, the estimated cost of which is \$64,759, excluding HST, as per the accepted work plan;
- (viii) for the construction of pavement widening on The Linkway at Westdel Bourne and on Riverbend Road at Oxford Street West consistent with the City's standard practice of paying claims where a secondary collector is widened at a primary collector or an arterial road, the estimated cost of which is \$7,596, excluding HST, as per the accepted work plan; and
- (ix) for the engineering fees for the construction of pavement widening on The Linkway at Westdel Bourne and on Riverbend Road at Oxford Street West, the estimated cost of which is \$1,139, excluding HST, as per the accepted work plan;

The estimated amounts herein will be adjusted in accordance with contract prices in the year in which the work is carried out.

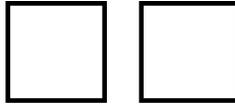
Funds needed to pay the above claims will be committed (on a subdivision by subdivision basis) from approved capital budgets at the time of approval of this agreement, unless funds in approved capital budgets are insufficient to accommodate commitment to the full extent of the estimated claims. In this case (ie. insufficient capital budget), the excess of the estimated claim over the approved budget shall be submitted for Council approval in the next following budget year.

Claims approvals shall generally not materially exceed approved and committed funding in the capital budget for the estimated claims listed in this agreement.

Any funds spent by the Owner pending future budget approval (as in the case of insufficient capital budget described above), shall be at the sole risk of the Owner pending Council approval of sufficient capital funds to pay the entire claim.

**Add** the following new Special Provisions:

- #3 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



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- 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 from an alternative consulting engineer.
- #4 The following works required by this subdivision shall be subject to a work plan:
- i) channelization on Oxford Street West and Westdel Bourne;
  - ii) street lights on Oxford Street West and Westdel Bourne;
  - iii) multi-use trail on Oxford Street West;
  - iv) sidewalk on Westdel Bourne, and
  - v) internal widening on The Linkway and on Riverbend Road.
- #5 The Owner shall provide full-time supervision by its Professional Engineer for all claimable works to be constructed in accordance with current City policies. Upon completion of these claimable 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.
- #6 The Owner shall ensure that the City is formally invited to all construction site/progress meetings related to the claimable works associated with this Plan, including but not limited to providing a minimum of two weeks notice of meetings and copies of all agenda and minutes as appropriate, all to the satisfaction of the City.
- #7 The Owner shall review and seek approval from the City for any proposed use of construction contingency that relate to claimable works outlined in the work plan prior to authorizing works.

## 25.6 GRADING REQUIREMENTS

**Add** the following new Special Provisions:

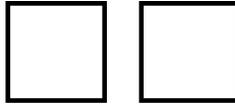
- #8 Within one (1) of registration of this Plan, the Owner shall grade the portions of Blocks 1, 2 and 3, which have a common property line with Westdel Bourne and Oxford Street West, respectively, to blend with the ultimate profile of Westdel Bourne and Oxford Street West, in accordance with the City standards and at no cost to the City.

The Owner shall direct its Professional Engineer to establish and have accepted by the City Engineer the grades to be taken as the future centreline grades of Oxford Street West and Westdel Bourne. From these, the Owner's Professional Engineer shall determine the elevations along the common property line which will blend with the reconstructed road. These elevations shall be shown on the subdivision Lot Grading Plan submitted for acceptance by 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 Downstream Thames Subwatershed Study and any addendums/amendments;
  - ii) the Municipal Class Environmental Study Report – Schedule 'C' – Storm/Drainage and Stormwater Management, Transportation and Sanitary Trunk Servicing Works for Tributary 'C', Downstream Thames Subwatershed (AECOM, December 2013);
  - iii) the Functional Design of the Tributary 'C' Storm Drainage and Stormwater Management Servicing Works Downstream Thames River Subwatershed Report (Matrix Solutions Inc., August 2015) for the subject lands;

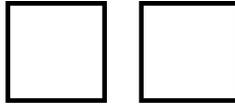


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- iv) the City's Design Requirements for Permanent Private Stormwater Systems approved by City Council and effective as of January 1, 2012. The stormwater requirements for PPS for all medium/high density residential, institutional, commercial and industrial 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 and Climate Change (MOECC) SWM Practices Planning and Design Manual (2003); and
- ix) applicable Acts, Policies, Guidelines, Standards and Requirements of all required approval agencies.

**Add** the following new Special Provisions:

- #9 Prior to the issuance of any Certificate of Conditional Approval for Blocks in this Plan, all storm/drainage and SWM related works to serve this Plan, including the Regional Tributary 'C' SWM Facility 'A', interim SWM Facility 'A' and Facility 'G' must be constructed and operational in accordance with the Municipal Class Environmental Study Report – Schedule 'C' – Storm/Drainage and Stormwater Management, Transportation and Sanitary Trunk Servicing Works for Tributary 'C', Downstream Thames Subwatershed (AECOM December 2013), all to the satisfaction of the City Engineer.
- #10 The Owner acknowledges that the timing for construction of the Regional Tributary 'C' SWM Facilities 'G', 'A', 'F' and Interim 'A' shall be in accordance with the Design and Construction of Stormwater Management Facilities, Policies and processes identified in Appendix 'B-1' and 'B-2' Stormwater Management Facility "Just in Time" Design and Construction Process adopted by Council on July 30, 2013 as part of the Development Charges Policy Review: Major Policies Covering Report.
- #11 The Owner shall decommission and/or remove all temporary storm channels and servicing installed within the proposed draft Plan of Subdivision when warranted, all to the satisfaction of the City Engineer and at no cost to the City.
- #12 The Owner acknowledges that the City, in accordance with the City's current Growth Management Implementation Strategy (GMIS) is constructing the Stormwater Management Facilities. The Owner shall co-operate and co-ordinate with the City, as necessary, to complete the project, including providing access to their lands and easements as necessary.
- #13 Prior to the issuance of any Certificate of Conditional Approval for this Plan or as otherwise determined by the City Engineer, the Owner shall ensure that the splitter chamber located on Riverbend Road on the south side of Oxford Street West within the Registered Plan 33M-638 and all associated outlet systems to the proposed SWM Facilities shall be constructed and be deemed functional and operational as per the Storm/Drainage and Stormwater Management, Transportation and Sanitary Trunk Servicing Works for Tributary 'C', Downstream Thames Subwatershed Municipal Class EA and the accepted Functional Design Report currently being prepared by Matrix Solution, all to the satisfaction of the City Engineer, and at no cost to the City. Should the splitter chamber not be constructed on Riverbend Road as part of Plan 33M-638, the Owner shall make arrangements with the Owner of Plan 33M-638 to construct this splitter chamber, to the satisfaction of the City Engineer, at no cost to the City.
- #14 The Owner shall provide the winter maintenance operations protocol for all proposed road infrastructures within this Plan that have the potential to directly impact the Tributary 'C' environmentally sensitive area(s), all to the specifications and satisfaction of the City Engineer.



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## 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 Downstream Thames Subwatershed, and connect them via the proposed Stormwater Management Facility 'G' within the Tributary 'C' Functional design area and the existing Mews SWM Facility via the internal storm sewer servicing for this Plan of Subdivision and the proposed storm sewer on Westdel Bourne Road (to be constructed by the City of London) and the existing external 1350 mm diameter storm sewer outlets on Shore Road.

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 (e) as there are no park/school blocks in this Plan.

- ~~(e) Where required, storm and sanitary sewer easements on park/school blocks shall be to the satisfaction of the City and the appropriate school board. Maintenance access requirements shall be provided to the satisfaction of the City Engineer.~~

**Remove** Subsection 25.8 (j) as this is not applicable.

- ~~(j) The Owner shall register on title of Block [redacted] in this Plan and include in the Purchase and Sale Agreement, a covenant that the owner of Block [redacted] in this Plan shall be responsible for installing a sanitary private drain connection, at the owner's expense, from the said block to the proposed municipal sanitary sewer to the (North, South, East, West) of this Block in City owned lands [redacted] described [redacted], or an alternative sanitary outlet, to the satisfaction of the City Engineer, at no cost to the City, should the said block not be developed in conjunction with or serviced through other lands to the east of this block intended to be jointly developed as a school.~~

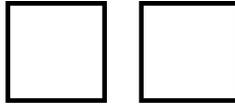
**Remove** Subsection 25.8 (o) and **replace** with the following:

- (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 300 mm diameter sanitary sewer on Riverbend Road.

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

**Add** the following new Special Provisions:

- #15 Prior to the issuance of a Certificate of Conditional Approval, the Owner shall construct a municipal storm sewer traversing Block 1 in this Plan and transfer the necessary easements, as shown on the accepted engineering drawings, to the satisfaction of the City.
- #16 The Owner shall include in the Agreement of Purchase and Sale or Lease and in the transfer of deed for Block 1 affected by the proposed storm sewer and easement in this Plan, a covenant by the purchaser or transferee stating that the purchaser or transferee of the said Block to observe and comply with the City easements and sewer services needed for the servicing of this Plan. No landscaping vehicular access, parking access, works or other features shall interfere with the above-noted municipal maintenance accesses, servicing, grading or drainage that services these lands.
- #17 The Owner shall include in the agreement of purchase and sale for the transfer of Blocks 1, 2 and 3, inclusive, in this Plan, a covenant by the purchaser or transferee stating that the purchaser or transferee of the Blocks may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If



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required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

- #18 The Owner shall remove the temporary Ditch Inlet Catchbasins (DICBs), etc. and the existing easements at the north limit of Riverbend Road within this Plan and constructed as part of Phase 1 and on Block 1 in this Plan and these easements may be quit claimed, all to the satisfaction and specifications of the City Engineer and at no cost to the City.
- #19 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct new services and make adjustments to the existing works and services on Westdel Bourne and Oxford Street West, adjacent to this Plan to accommodate the proposed works and services on this street to accommodate the lots in this Plan fronting this street (eg. private services, street light poles, traffic calming, etc.) in accordance with the approved design criteria and accepted drawings, all to the satisfaction of the City Engineer, at no cost to the City.
- #20 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall remove the existing storm sewer and headwall located on Block 2 in this Plan as per the accepted engineering drawings, to the satisfaction of the City Engineer, at no cost to the City.

## 25.9 WATER SERVICING

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

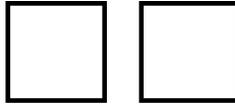
- (d) Prior to the issuance of any Certificates of Conditional Approval, the Owner shall install and commission the accepted water quality measures required to maintain water quality within the water distribution system during build-out, all to the satisfaction of the City Engineer, at no cost to the 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.

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

- (h) 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 Plan of Subdivision:
- (i) construct watermains to serve this Plan and connect them to the existing low-level municipal system, namely, the existing 600 mm diameter watermain on Westdel Bourne and the existing 600 mm diameter watermain on Shore Road;
  - (ii) remove and realign a portion of the existing watermain on Riverbend Road as shown on the accepted engineering drawings, to the satisfaction of the City Engineer;
  - (iii) deliver confirmation that the watermain system has been looped to the satisfaction of the City Engineer when development is proposed to proceed beyond 80 units; and
  - (iv) have their consulting engineer confirm to the City that the watermain system has been constructed, is operational, and is looped from the watermain on Westdel Bourne through this Plan via The Linkway and Riverbend Road to Shore Road.

**Add** the following new Special Provisions:

- #21 The Owner shall ensure that implemented water quality measures remain in place until there is sufficient occupancy demand to maintain water quality within the Plan of Subdivision without their use. 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 is/are the responsibility of the Owner.
- #22 The Owner shall ensure that the limits of any request for Conditional Approval 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



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Conditional Approval limits differ from the phasing as set out in the accepted design study, and the watermains are no installed to the phase limits, the Owner would be required to submit revised plan and hydraulic modeling as necessary to address water quality.

#23 The Owner acknowledges the available fire flows for development Blocks within this Plan of Subdivision have been established through the subdivision water servicing design study titled West 5 Subdivision Water Servicing Report dated March 1, 2017 as prepared by Stantec Consulting Ltd., as follows:

- Blocks 1, 2 and 3 @ 151 litres per second

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

#24 The Owner shall service all Blocks in this Plan of Subdivision off of The Linkway and Riverbend Road, to the satisfaction of the City Engineer.

#25 The Owner shall have the existing 300 mm diameter watermain, internal to this Plan, constructed along Riverbend Road from Shore Road to the site development on Block 2, inspected and assumed as part of this Plan of Subdivision, complete with the required engineer certifications, submission of a Certificate of Completion of Works and as-constructed record drawings, all to the satisfaction of the City Engineer.

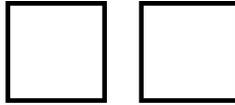
#26 With respect to the proposed blocks, the Owner shall include in all agreements of purchase and sale, and/or lease of Blocks in this Plan, a warning clause advising the purchaser/transferee that should these develop as a Vacant Land Condominium or in a form that may create a regulated drinking water system under O.Reg. 170/03, the Owner shall be responsible for meeting the requirements of the legislation.

If deemed a regulated system, there is potential the City of London could be ordered to operate this system in the future. As such, the system would be required to be constructed to City standards and requirements.

## 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 Riverbend Road in this Plan connects with Riverbend Road in Plan 33M-706, including all underground services and all related works as per the accepted engineering drawings;
  - (ii) a fully serviced road connection where Riverbend Road in this Plan connects with Oxford Street West, including all underground services and all related work as per the accepted engineering drawings;
  - (iii) a fully serviced road connection where The Linkway in this Plan joins with The Linkway in **Plan 33R-\_\_\_\_\_**, including all underground services and all related works as per the accepted engineering drawings;
  - (iv) a fully serviced road connection where The Linkway on **Part \_\_, 33R-\_\_\_\_\_** joins with Westdel Bourne, including all underground services and all related works as per the accepted engineering drawings;
  - (v) the construction of left and right turn lanes on Westdel Bourne at The Linkway and all associated works as per the accepted engineering drawings;
  - (vi) the construction of left and right turn lanes on Oxford Street West at Riverbend Road and all associated works as per the accepted engineering drawings;
  - (vii) construction of a sidewalk and street lights on Westdel Bourne fronting this Plan, including all associated works, as per the accepted engineering drawings;



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- (viii) construction of street lights on Oxford Street West fronting this Plan, as per the accepted engineering drawings;
- (ix) construction of a sidewalk on Shore Road across the frontage of this Plan, as per the accepted engineering drawings;
- (x) connection of storm sewer on Shore Road and all associated works as per the accepted engineering drawings;
- (xi) installation of temporary DICB on Oxford Street West and all associated works, as per the accepted engineering drawings; and
- (xii) construction of multi-use trail along the frontage of Oxford Street West 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 Riverbend Road, Westdel Bourne, Shore Road and Oxford Street West 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.

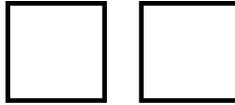
Where required by the City Engineer, the Owner shall establish and maintain a Traffic Management Plan (TMP) intended to harmonize a construction project's physical requirements with the operational requirements of the City, the transportation needs of the travelling public and access concerns of area 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 walkways in this Plan.

~~(n) Prior to the issuance of any Certificate of Conditional Approval, concrete sidewalks shall be constructed on all pedestrian walkways shown in this Plan in accordance with City Standard SR-7.0 and accepted design drawings and shall extend to the travelled portion of the streets connected by the walkway. Concrete drainage swales and chain link fence shall be provided in accordance with City standard SR-7.0 and accepted design drawings along both sides of such walkways for their entire length. Alternative concrete sidewalks with a flat cross-section, without swales, may be substituted upon approval of the City. Ornamental obstacle posts shall be provided in all walkways as required by the City.~~

**Remove** Subsection 25.11 (q) and **replace** with the following:

- (q) Where traffic calming measures are required within this Plan:



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- (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 notify the purchasers of all lots abutting the traffic calming circle(s) in this Plan that there may be some restrictions for driveway access due to diverter islands built on the road.~~
- ~~(iii) Where a traffic calming circle is located, the Owner shall install the traffic calming circle as a traffic control device, including the diverter islands, or provide temporary measures, to the satisfaction of the City prior to the issuance of a Certificate of Conditional Approval for that section of road.~~
- (iv) The Owner shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of the said Lots and Blocks and register against the title of all Blocks on Riverbend Road and The Linkway in this Plan, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Blocks away from the traffic calming measures on the said streets, including raised intersections and raised pedestrian crosswalks, to be installed as traffic control devices, to the satisfaction of the City Engineer.

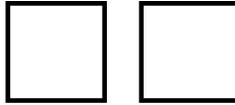
**Remove** Subsection 25.11 (r) and **replace** with the following:

- (r) 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 Oxford Street West via Riverbend Road.

**Add** the following new Special Provisions:

- #27 The Owner shall construct a centre median on Riverbend Road at the Sifton Centre when warranted by the City, to the satisfaction of the City.
- #28 Prior to the issuance of a Certificate of Conditional Approval, the Owner shall construct the extension of The Linkway external to this Plan (from this Plan of Subdivision to Westdel Bourne) with all underground servicing and a minimum of granular 'B' road consistent with the servicing of The Linkway within this Plan as required herein, all to the specifications of the City Engineer, at no cost to the City.
- #29 The Owner shall maintain the extension of The Linkway external to this Plan until construction is fully complete, all deficiencies cleared, a Certificate of Completion of Works covering the road construction has been issued to the City by the Owner's consulting professional engineer and the road is assumed by the City, all to the satisfaction of the City Engineer, at no cost to the City.
- #30 Prior to assumption, the Owner shall prepare a reference plan identifying the additional road widening (24.5m) to the City's satisfaction and pay for the cost of registering and depositing the dedication by-law to create the portion of The Linkway external to this Plan.
- #31 The Owner shall construct a temporary turning circle at the east limit of The Linkway, to the satisfaction of the City Engineer and at no cost to the City.

If the Owner requests the City to assume The Linkway, all as shown on this Plan of Subdivision, prior to its extension to the east, the Owner shall pay to the City at the time of the assumption of this subdivision by the City the amount estimated by the City at the time, to be the cost of removing the temporary turning circle at the east limit of The Linkway and completing the curb and gutter, asphalt pavement, Granular 'A', Granular 'B', sodding of the boulevard, 1.5 metre concrete sidewalks on one side, and restoring adjacent lands, including the relocation of any driveways, all to the specifications of the City. The estimated cost, including legal fees for releasing easements and/or transferring blocks, and doing the above-noted work on this street is \$ \$5,000 for which amount sufficient security is to be provided in accordance with 28(a). The Owner shall provide the cash to the City at the request of the City prior to assumption of the subdivision if needed by the City.



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

- #32 The Owner shall remove the temporary turning circle on Riverbend Road and adjacent lands, in Plan 33M-706 to the north of this Plan, and complete the construction of Riverbend Road 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-706 for the removal of the temporary turning circle and the construction of this section of Riverbend 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 Riverbend Road in Plan 33M-706 is constructed as a fully serviced road by the Owner of Plan 33M-706, then the Owner shall be relieved of this obligation.

- #33 Barricades are to be maintained at limits of all streets 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 and any temporary turning circles, restore the boulevards and complete the construction of the roadworks within the limits of both temporary turning circles, to the specifications of the City, all at no cost to the City.

The Owner shall advise all purchasers of land within this subdivision that any traffic to and from this subdivision will not be permitted to pass the barricade(s) until the removal of the barricade(s) is authorized by the City.

- #34 Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Riverbend Road and The Linkway, adjacent to the raised intersection, raised pedestrian crosswalk and raised pedestrian crossover locations that indicate Future Raised Intersection and Future Pedestrian Crosswalk and Future Pedestrian Crossover Location, as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.

- #35 Prior to assumption or when required by the City Engineer, the Owner shall install the raised intersection, raised pedestrian crosswalks and raised pedestrian crossovers, including permanent signage and pavement marking as per the accepted engineering drawings, to the satisfaction of the City Engineer.

- #36 The Owner shall align the right-of-way of Riverbend Road in this Plan with Riverbend Road to the south and north of this Plan, as per the accepted engineering drawings, to the satisfaction of the City Engineer.

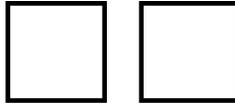
- #37 Prior to the issuance of any Certificate of Conditional Approval or alternative timing as agreed to by the City, the Owner shall construct the following, all to the satisfaction of the City Engineer, as per the accepted engineering drawings:

- i) left and right turn lanes on Oxford Street West at Riverbend Road;
- ii) left and right turn lanes on Westdel Bourne at The Linkway; and
- iii) left turn lane on Riverbend Road at Oxford Street West.

- #38 Prior to the issuance of any Certificate of Conditional Approval or alternative timing as agreed to by the City, the Owner shall install street lights along the frontage of Oxford Street West and Westdel Bourne, to the satisfaction of the City.

- #39 The Owner shall implement all recommendations outlined in the approved Transportation Impact Assessment, to the satisfaction of the City Engineer.

- #40 The Owner shall be required to make minor boulevard improvements on Westdel Bourne and Oxford Street West 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.



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- #41 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.
- #42 In conjunction with the registration of this Plan, the Owner shall make all necessary arrangements to provide a multi-purpose easement to the City in relation to the storm sewer and maintenance access over Block 1 from The Linkway to Shore Road, to the satisfaction of the City Engineer and at no cost to the City.
- #43 The Owner shall construct a multi-use trail along the frontage of the plan on Oxford Street West, as per the accepted engineering drawings, all to the satisfaction of the City.

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### SCHEDULE "C"

This is Schedule "C" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between The Corporation of the City of London and Sifton Properties Limited to which it is attached and forms a part.

### **SPECIAL WORKS AND SERVICES**

#### Roadways

- The Linkway as a non-standard local road on a right of way width of 22.5 metres with a minimum road pavement width (excluding gutters) of 9.5 metres
- Riverbend Road from The Linkway to Shore Road as a non-standard primary collector road on a right of way width of 21.5 metres with a minimum road pavement width (excluding gutters) of 9.5 metres.
- Riverbend Road from Oxford Street West to The Linkway shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres (66').
- Riverbend Road at Oxford Street West with 11.0 metres of pavement on a right of way width of 22.5 metres for a distance of 45 metres tapered over a distance of 30 metres back to a 20 metre right of way. Any landscaped gateway feature shall be installed within a widened boulevard area, to the specifications and satisfaction of the City Engineer.
- The Linkway at Westdel Bourne with 11.0 metres of pavement on a right of way of 24.5 metres tapered over a distance of 30 metres back to a 22.5 metre right of way. Any landscape gateway feature shall be installed within a widened boulevard area, to the specifications and satisfaction of the City Engineer.

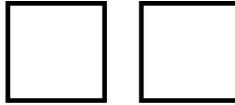
#### Sidewalks

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

- i) Westdel Bourne – along entire frontage of plan
- ii) Riverbend Road – east boulevard
- iii) The Linkway – south boulevard

#### Pedestrian Walkways

There are no pedestrian walkways in this Plan.



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**SCHEDULE "D"**

This is Schedule "D" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between The Corporation of the City of London and Sifton Properties 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:**

**NOTE BLOCK NUMBERS MAY NEED CHANGED BASED ON REMOVAL ON SWM BLOCKS, 0.3 METRE RESERVES AND ROAD WIDENING BLOCKS**

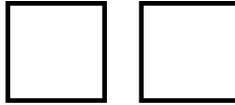
0.3 metre (one foot) reserves:	Blocks 8, 9, 10, 11, 12, 13, 14, 15 and 16
Road Widening (Dedicated on face of plan):	- Block 7 (street widening south side of Shore Road) <b>- A PORTION FRONTING WESTDEL BOURNE STILL REQUIRED NOT ADJACENT TO SWM</b>
Walkways:	NIL
5% Parkland Dedication:	Cash payment in 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
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**LANDS TO BE HELD IN TRUST BY THE CITY:**

Temporary access	NIL
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**SCHEDULE “E”**

This is Schedule “E” to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between The Corporation of the City of London and Sifton Properties Limited to which it is attached and forms a part.

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

CASH PORTION:	\$ 365,103
BALANCE PORTION:	<u>\$2,068,917</u>
TOTAL SECURITY REQUIRED	\$2,434,020

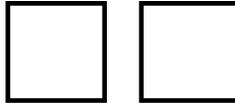
The Cash Portion shall be deposited with the City Treasurer prior to the execution of this agreement.

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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L. Mottram / F. Gerrits

### **SCHEDULE "F"**

This is Schedule "F" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between The Corporation of the City of London and Sifton Properties Limited to which it is attached and forms a part.

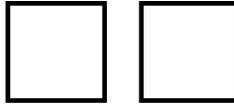
Prior to the Approval Authority granting final approval of this Plan, the Owner shall transfer to the City, all external easements as prescribed herein. Furthermore, within thirty (30) days of registration of the Plan, the Owner shall further transfer all easements within this Plan to the City.

#### **Multi-Purpose Easements:**

- (a) Multi-purpose easements shall be deeded to the City in conjunction with this Plan, within this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
  - (i) Over Block 1 for storm sewer
- (b) Temporary turning circle easements shall be deeded to the City in conjunction with this Plan over lands outside this Plan at the east limit of The Linkway.

#### **Road Easements:**

No road easements required



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**Schedule "B"**  
**Related Estimated Costs and Revenues**

Agenda Item # Page #

West 5 Phase 2 Stage 1 - Sifton  
Subdivision Agreement  
39T-14503

Related Estimated Costs and Revenues

Estimated DC Funded Servicing Costs <sup>(Note 1)</sup>	Estimated Cost <sup>(Note 3)</sup> (excludes HST)
Claims for developer led construction from CSRF <sup>(Note 4)</sup> - 300mm watermain oversizing (DC14-WD01001) - Streetlights across frontage of development along Westdel Bourne and Oxford Street West (DC14-RS00070) - Engineering Fees for external streetlighting (DC14-RS00070) - Sidewalk/Multi Use Trail across frontage of development along Westdel Bourne and Oxford Street West (DC14-RS00069) - Engineering Fees for Sidewalk/Multi-Use Trail (DC14-RS00069) - Channelization on Oxford @ Riverbend and Westdel Bourne @ The Linkway (DC14-RS00067) - Engineering Fees for channelization (DC14-RS00067) - Internal road widening on The Linkway & Riverbend (DC14-RS00063) - Engineering fees for internal road widening (DC14-RS00063)	\$30,600 \$431,725 \$64,759 \$151,556 \$22,733 \$152,032 \$22,805 \$7,596 \$1,139
Claims for developer led construction from UWRF - None identified	\$0
Claims for City led construction from CSRF <sup>(Note 5)</sup> - None identified	\$0
<b>TOTAL</b>	<b>\$884,945</b>
Estimated Total DC Revenues <sup>(Note 2)</sup> (2017 Rates)	Estimated Revenue <sup>(Note 3)</sup>
CSRF	\$14,012,828
UWRF	\$1,875,031
<b>TOTAL</b>	<b>\$15,887,859</b>

- 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 2017 DC rates and may take many years to recover. The revenue estimates include 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 The developer led minor roadworks listed above will require a work plan to be provided and approved by the City. The work plan should include summary of work completed and costs incurred as well as estimated costs of all Engineering and construction of the eligible subdivision works.

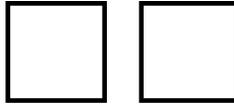
Reviewed by:

Nov. 6/2017  
Date

  
Matt Feldberg  
Manager, Development Services, (Subdivisions)

November 10/17  
Date

  
Paul Yeoman  
Director, Development Finance



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## Schedule "C"

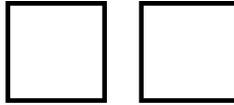
### SOURCE OF FINANCING

#17295  
November 20, 2017  
(39T-14503)

RE: Subdivision Special Provisions - West 5 Subdivision - Phase 2, Stage 1  
Sifton Property Limited  
Capital Budget Project No. TS1654 - Minor Roadworks-Miscellaneous Works Streetlights (Subledger 2417565)  
Capital Budget Project No. TS1653 - Minor Roadworks-Sidewalks (Subledger 2417567)  
Capital Budget Project No. TS1651 - Minor Roadworks-Channelization (Subledger 2417575)  
Capital Budget Project No. TS1371 - Road Class Oversizing City Share (Subledger 2417592)  
Capital Budget Project No. EW3818 - Watermain Internal Oversizing Subsidy (Subledger 2417562)

**FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:**  
Finance & Corporate Services confirms that a portion of these works can be accommodated within the Capital Works Budget, and that the various growth projects (TS1654/TS1653/TS1651/EW3818) can be accommodated with a drawdown from the City Services - Road Levies Reserve Fund and the City Services - Water Levies Reserve Fund, and that subject to the adoption of the recommendations of the Managing Director, Development and Compliance and Chief Building Official and the Manager, Development Planning, the detailed source of financing is:

	Approved Budget	Additional Funding/ Adjustment	Revised Budget	Committed To Date	This Submission	Balance for Future Work
<b>ESTIMATED EXPENDITURES</b>						
<b>TS1654 - Minor Roadworks-Misc. Works</b> 3)						
<u>Streetlights</u>						
Engineering	\$36,000	\$74,420	\$110,420	\$44,521	\$65,899	\$0
Construction	325,995	821,039	1,147,034	707,711	439,323	0
	361,995	895,459	1,257,454	752,232	505,222	0
<b>TS1653 - Minor Roadworks-Misc. Works</b> 3)						
<u>Sidewalks</u>						
Engineering	\$24,000	\$17,394	\$41,394	\$18,261	\$23,133	\$0
Construction	214,545	299,606	514,151	359,920	154,223	0
	238,545	317,000	555,545	378,189	177,356	0
<b>TS1651 - Minor Roadworks-Channelization</b> 3)						
<u>Engineering</u>	\$226,802	\$23,207	\$250,009	\$226,802	\$23,207	\$0
Construction	1,835,317	154,708	1,990,025	1,835,317	154,708	0
	2,062,119	177,915	2,240,034	2,062,119	177,915	0
<b>TS1371-Road Class Oversizing City Share</b>						
Engineering	\$5,054	\$1,159	\$6,213	\$5,054	\$1,159	\$0
Construction	394,946	(1,159)	393,787	40,810	7,729	345,248
	400,000	0	400,000	45,864	8,888	345,248
<b>EW3818-Watermain Internal Oversizing</b> 3)						
Construction	\$450,000	\$18,287	\$468,287	\$437,148	\$31,139	\$0
<b>NET ESTIMATED EXPENDITURES</b>	<b>\$3,512,659</b>	<b>\$1,408,661</b>	<b>\$4,921,320</b>	<b>\$3,675,552</b>	<b>\$900,520</b> 1)	<b>\$345,248</b>
<b>SOURCE OF FINANCING</b>						
<b>TS1654 - Minor Roadworks-Misc. Works</b>						
<u>Streetlights</u>						
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) & 3) 361,995	895,459	1,257,454	752,232	505,222	0
<b>TS1653 - Minor Roadworks-Misc. Works</b>						
<u>Sidewalks</u>						
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) & 3) 238,545	317,000	555,545	378,189	177,356	0
<b>TS1651 - Minor Roadworks-Channelization</b>						
Capital Levy	\$28,419		\$28,419	\$28,419		\$0
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) & 3) 2,033,700	177,915	2,211,615	2,033,700	177,915	0
	2,062,119	177,915	2,240,034	2,062,119	177,915	0
<b>TS1371-Road Class Oversizing City Share</b>						
Capital Levy	\$4,400		\$4,400	\$1,697	\$329	\$2,374
Drawdown from Industrial Oversizing R.F.	10,400		10,400			10,400
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) 385,200		385,200	44,167	6,559	332,474
	400,000	0	400,000	45,864	8,888	345,248
<b>EW3818-Watermain Internal Oversizing</b>						
Drawdown from Industrial Oversizing Water R.F.	\$1,700		\$1,700	\$1,700	\$0	\$0
Drawdown from City Services - Water Reserve Fund (Development Charges)	2) & 3) 448,300	\$18,287	466,587	435,448	\$31,139	0
	450,000	18,287	468,287	437,148	31,139	0
<b>TOTAL FINANCING</b>	<b>\$3,512,659</b>	<b>\$1,408,661</b>	<b>\$4,921,320</b>	<b>\$3,675,552</b>	<b>\$900,520</b>	<b>\$345,248</b>



File Number: 39T-14503  
L. Mottram / F. Gerrits

#17205  
November 20, 2017  
(39T-14503)

RE: Subdivision Special Provisions - West 5 Subdivision - Phase 2, Stage 1  
Sifton Property Limited  
Capital Budget Project No. TS1654 - Minor Roadworks-Miscellaneous Works Streetlights (Subledger 2417565)  
Capital Budget Project No. TS1653 - Minor Roadworks-Sidewalks (Subledger 2417567)  
Capital Budget Project No. TS1651 - Minor Roadworks-Channelization (Subledger 2417575)  
Capital Budget Project No. TS1371 - Road Class Oversizing City Share (Subledger 2417582)  
Capital Budget Project No. EW3818 - Watermain Internal Oversizing Subsidy (Subledger 2417562)

1) Financial Note - Construction	TS1654	TS1653	TS1651	TS1371	EW3818	Total
Contract Price	\$431,725	\$151,556	\$152,032	\$7,586	\$30,600	\$773,509
Add: HST @13%	56,124	19,702	19,764	987	3,978	\$100,555
Total Contract Price Including Taxes	487,849	171,258	171,796	8,583	34,578	874,064
Less: HST Rebate	48,526	17,035	17,068	654	3,439	86,942
Net Contract Price	\$439,323	\$154,223	\$154,708	\$7,729	\$31,139	\$787,122
<b>Financial Note - Engineering</b>	<b>TS1654</b>	<b>TS1653</b>	<b>TS1651</b>	<b>TS1371</b>		<b>Total</b>
Contract Price	\$64,759	\$22,733	\$22,805	\$1,139		\$111,436
Add: HST @13%	8,418	2,955	2,965	148	0	\$14,487
Total Contract Price Including Taxes	73,178	25,688	25,770	1,287	0	125,923
Less: HST Rebate	7,279	2,555	2,563	128	0	12,525
Net Contract Price	\$65,899	\$23,133	\$23,207	\$1,159	\$0	\$113,398
<b>Total - Construction and Engineering</b>	<b>\$505,222</b>	<b>\$177,356</b>	<b>\$177,915</b>	<b>\$8,888</b>	<b>\$31,139</b>	<b>\$900,520</b>

- 2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2014.
- 3) The additional funding requirement of \$1,390,374 (\$895,459 for TS1654, \$317,000 for TS1653 and \$177,915 for TS1651) available as a drawdown from the City Services - Roads Levies Reserve Fund. Further additional funding of \$18,287 is available as a drawdown from the City Services - Water Reserve Fund. Committed to date includes claims for DC eligible works from approved development agreements that may take many years to come forward.

The 2014 DC Study identified a 20 year program for minor Roadworks – streetlights (DC14-RS00070/TS1654), minor roadworks - sidewalks (DC14-RS00069/TS1653), minor roadworks - channelization (DC14-RS00067/TS1651) and Watermain internal oversizing (DC14-WD01001/EW3818) with a total projected growth needs of \$2,413,282, \$1,580,251, \$2,475,000 and \$1,000,000 respectively. The total funding is allocated to the capital budget proportionately by year across the 20 year period. If the total commitments exceed the accumulated capital budget, funding is brought forward from future years allocations from the DC reserve fund, matching when claims are more likely to occur. The DC funded programs are closely monitored and Council will be apprised of pressure on budgets through the annual DC Monitoring process.

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Jason Senese  
Manager of Financial Planning & Policy