

File Number: 39T-92020-E
F. Gerrits / L. Mottram

TO:	CHAIR AND MEMBERS PLANNING AND ENVIRONMENT COMMITTEE
FROM:	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT	SUBDIVISION SPECIAL PROVISIONS APPLICANT: DREWLO HOLDINGS INC. SUMMERSIDE SUBDIVISION – PHASE 13A 39T-92020 MEETING ON JANUARY 8, 2018

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 Drewlo Holdings Inc. for the subdivision of land over Part of Lots 14 and 15, Concession 1, (Geographic Township of Westminster), City of London, County of Middlesex, situated on the north side of Bradley Avenue, between Highbury Avenue South and Jackson Road.

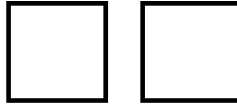
- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Drewlo Holdings Inc. for the Summerside Subdivision – Phase 13A (39T-92020) attached as Schedule “A”, **BE APPROVED**;
- (b) the applicant **BE ADVISED** that Development Finance 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.

BACKGROUND

On February 9, 2016, a request was received from Drewlo Holdings Inc. for red line revisions to a portion of the Summerside Subdivision located in the north-east quadrant of Highbury Avenue and Bradley Avenue (Draft Plan 39T-92020 - Phase “E” and a portion of Draft Plan 39T-92020). The request was circulated to the required agencies and municipal departments on February 22, 2016 and advertised in the “Londoner” on March 10, 2016. A Notice of Public Meeting was sent out to area property owners on November 30, 2016 and a notice of Public Meeting was advertised in the “Londoner” on November 24, 2016. The Public Meeting of the Planning and Environment Committee was held on December 12, 2016. The City of London Approval Authority granted approval to the Draft Plan of Subdivision, as red line revised, on January 9, 2017.

The Draft Plan of Subdivision consists of 196 single detached dwelling lots, one (1) residential block, one (1) hydro easement block, two (2) medium density residential blocks, one (1) multi-family residential block, two (2) commercial blocks, one (1) open space block, one (1) walkway block, and several 0.3 m reserve blocks all served by Bradley Avenue; the extensions of Evans Boulevard, Chelton Road, and Meadowgate Boulevard; and two (2) new streets shown as Irish Moss Road and Chelton Court.

The Draft Plan will be registered in multiple phases. This current phase consists of 148 single detached dwelling lots, one (1) medium density residential block, one (1) multi-family, high density



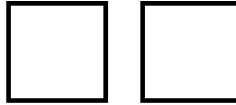
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residential block, two (2) commercial blocks, one (1) open space block, one (1) walkway block, seven (7) 0.3 metres reserve blocks, the extensions of Evans Boulevard, Chelton Road, and Meadowgate Boulevard; and two (2) new streets.

The anticipated reimbursements from the development charge Reserve Funds are:

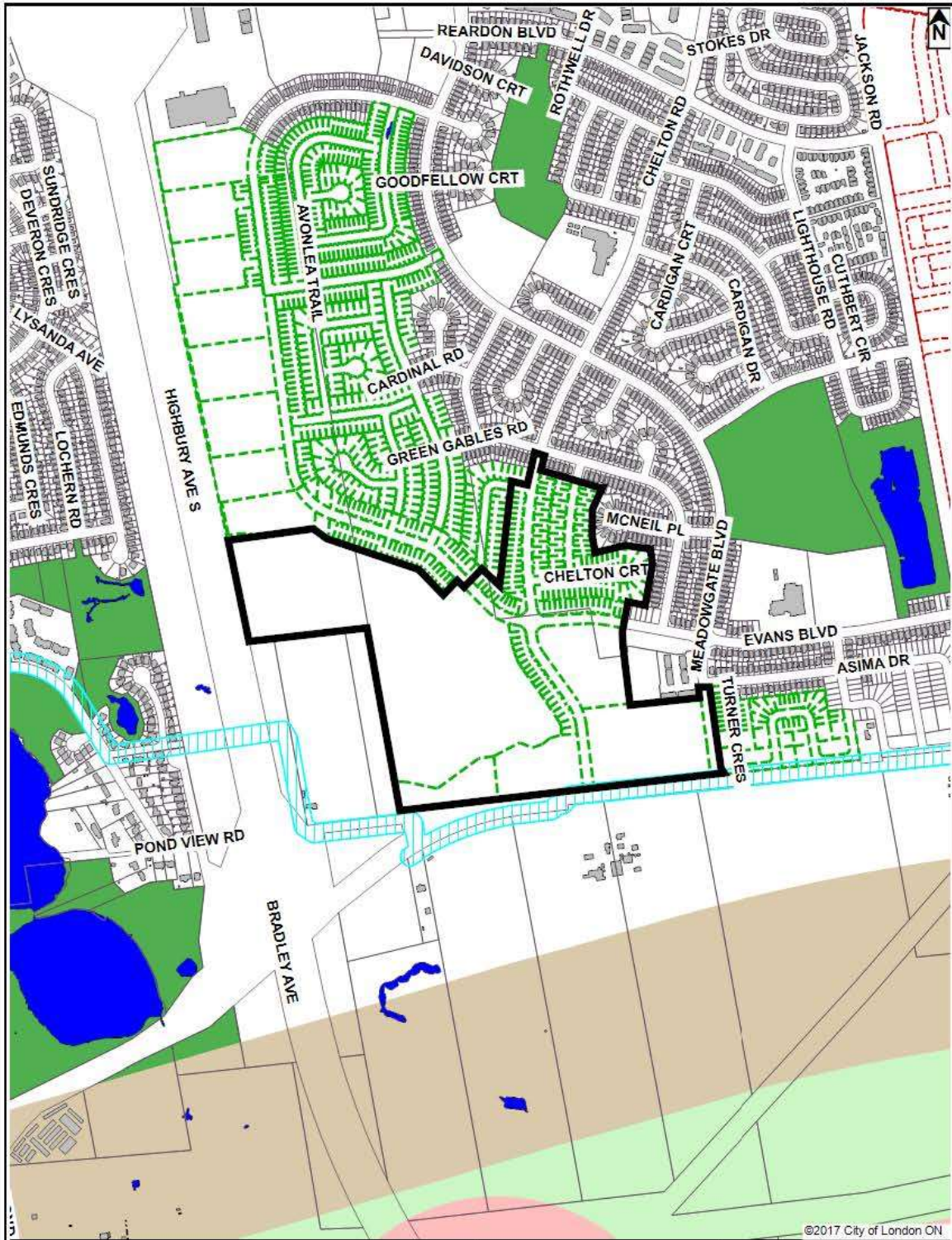
- (i) for the construction of eligible sanitary sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$14,270, excluding HST;
- (ii) for the construction of eligible storm sewers in conjunction with the Plan, subsidized at an estimated cost of which is \$345,490, excluding HST;
- (iii) for the construction of eligible watermains in conjunction with this Plan, subsidized at an estimated cost of which is \$23,940, excluding HST;
- (iv) for the engineering fees and construction of left and right turn channelization on Bradley Avenue at Chelton Road and at Meadowgate Boulevard, the estimated cost of which is \$599,199, excluding HST, as per the accepted work plan; and
- (v) for the engineering fees and construction of pavement widening on Chelton Road and on Meadowgate Boulevard at Bradley Avenue consistent with the City's Development Charges By-Law provisions for paying claims where a secondary collector is widened at a primary collector or an arterial road, the estimated cost of which is \$13,602, excluding HST, as per the accepted work plan. The claim will be based on a pavement widening of 1.5 metres for a distance of 45 metres with a 30 metre taper. The costs of the gateway treatment over and above the claimable portion shall be at the Owner's expense, as per the accepted work plan.

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



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LOCATION MAP

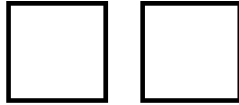


LOCATION MAP
 Subject Site: **Summerside Phase 13A**
 File Number: **39T-92020-13A**
 Created By: **Frank Gerrits**
 Date: **2017-12-07**
 Scale: **1:10100**

LEGEND

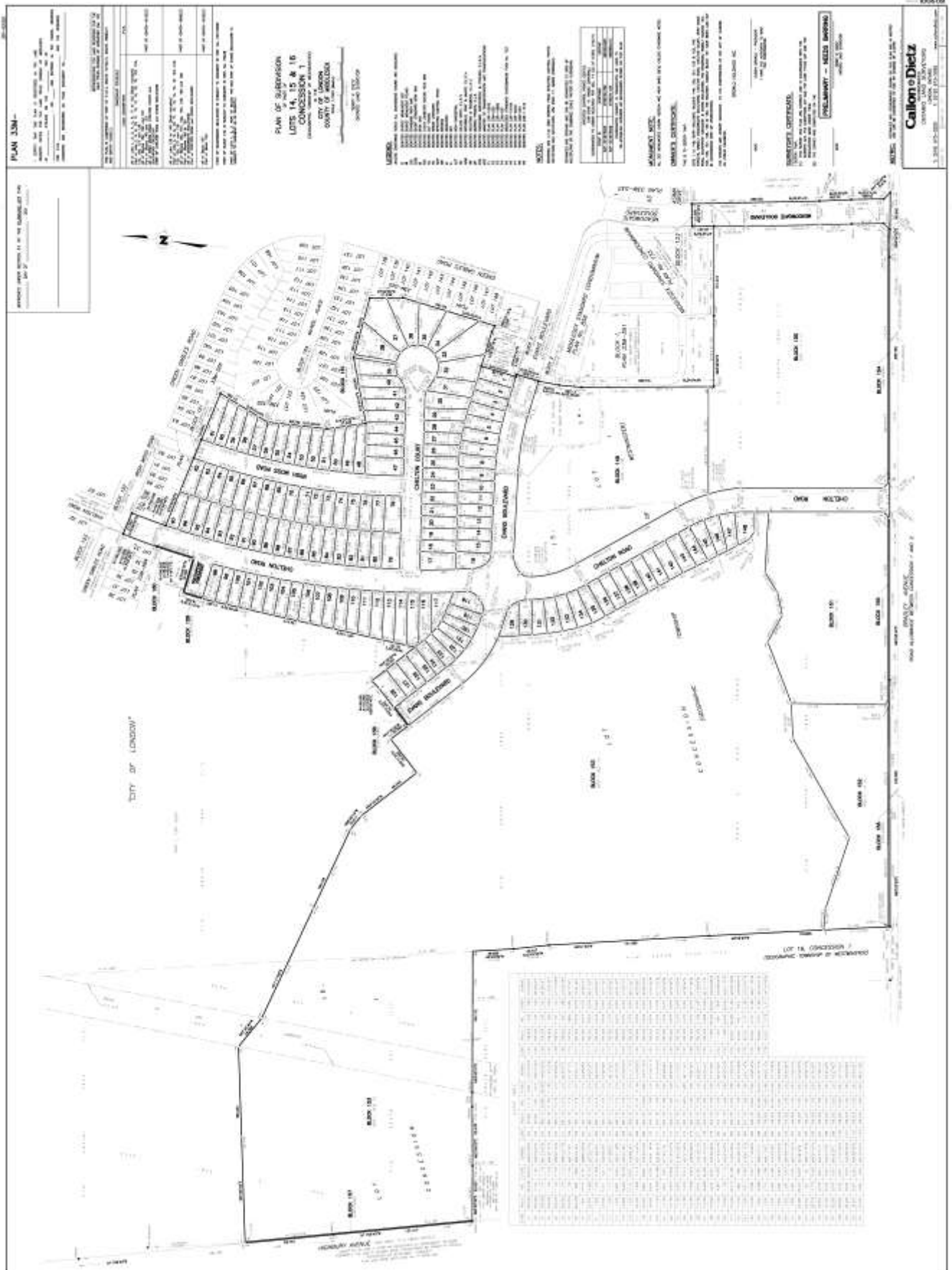
- Subject Site
- Parks
- Assessment Parcels
- Buildings
- Address Numbers

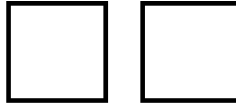
Corporation of the City of London
 Prepared By: Planning and Development



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PLAN OF SUBDIVISION



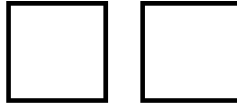


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This report has been prepared in consultation with the City's Solicitors Office.

PREPARED BY:	RECOMMENDED BY:
Larry Mottram, MCIP, RPP Senior Planner Development Services (Subdivisions)	Lou Pompilii MPA RPP Manager, Development Planning (Subdivisions)
REVIEWED BY:	CONCURRED IN BY:
Matt Feldberg Manager, Development Services (Subdivisions)	Paul Yeoman, RPP, PLE Director, Development Services
SUBMITTED BY:	
George Kotsifas, P.ENG Managing Director, Development and Compliance Services and Chief Building Official	

LM/fg
Attach.
December 7, 2017



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<p>Schedule “A” SPECIAL PROVISIONS</p>
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5. STANDARD OF WORK

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

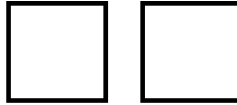
- 5.7 The Owner shall provide minimum side yard setbacks as specified by the City for buildings which are adjacent to rear yard catch basin leads which are not covered by an easement on Lots in this Plan.

The Owner shall include in the Agreement of Purchase and Sale or Lease for the transfer of Lots 1, 2, 6, 7, 10, 11, 14, 15, 44, 45, 65, 66, 69, 70, 73, 74, 77, 78, 119, 120, 124 and 125 in this Plan which include rear yard catchbasins and all other affected Lots shown on the accepted plans and drawings, 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 Subsections 16.3 to 16.9 as there are no school blocks in 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.~~



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~~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 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 (f) and **replace** with the following:

- (f) The Owner shall adhere to the recommendations of its Geotechnical Professional Engineer who shall provide full time supervision with respect to the removal of existing fill (including but not limited to organic and deleterious materials) and the placement of new engineered fill and the construction of utilities, roadways, foundation design, driveways and buildings on areas and the implementation of Low Impact Development systems within this Plan as identified by the Geotechnical Professional Engineer (the "Affected Lands") to ensure the satisfactory construction thereof. The Owner shall provide a Geotechnical Professional Engineer's certification to the City upon completion of the removal and/or filling that the works were carried out in accordance with the Geotechnical Professional Engineer's recommendations.

Prior to the issuance of a Certificate of Conditional Approval, the Owner shall identify to the City the Lots and Blocks within the Affected Lands and shall ensure that the specific requirements have been established by a Geotechnical Professional Engineer for each Lot and Block within the Affected Lands in order to protect the proposed buildings on the said Lots and Blocks from settlement and other harmful effects.

The Owner shall include in the Agreement of Purchase and Sale and in the transfer or deed of each affected Lot with the Affected Lands, a covenant by the purchase or transferee stating that the purchaser or transferee of the Lot within the Affected Lands must adhere to the recommendations of the Geotechnical Professional Engineer, and shall deliver a certificate of a Geotechnical Professional Engineer to the City's Director of Building Control upon completion of the foundation on the Lot within the Affected Lands that the building construction was completed in accordance with the Owner's Geotechnical Professional Engineer's recommendations.

Remove Subsection 25.1 (h) and **replace** with the following:

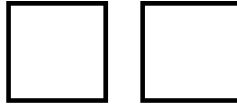
- (h) Prior to the issuance of any Certificate of Conditional Approval, or as otherwise agreed to by the City, the Owner shall construct a chain link fence without gates, adjacent to the walkway, Block 161, in in accordance with City Standard No. SR-7.0.

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 The Owner shall include in the Agreement of Purchase and Sale or Lease for Block 151, of this Plan and shall include in the transfer of Block 151 that the owner of Block 151 shall provide private drain connections and access easements over Block 151 to service and access Block 152 when Block 151 in this Plan develops. Alternatively, if Block 152 develops ahead of Block 151 the owner of Block 152 will be responsible for obtaining adequately size



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easements from the owner of Block 151 for the extension of services and access, to the satisfaction of the City, and at no cost to the City.

- #3 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 Evans Boulevard outside this Plan, an amount of \$5,000.
- #4 The Owner shall implement all recommendations of the accepted Scoped Environmental Impact Study (EIS) for Phase 13 Summerside Subdivision (39T-92020) dated September 22, 2017 to the satisfaction of the City.
- # 5 In conjunction with an application for Site Plan Approval for Block 152 adjacent Bradley Avenue, the Owner shall submit a noise report to the City for acceptance. The noise report shall be prepared in accordance with MOE Guidelines and City of London policies. Any recommended noise attenuation measures will be incorporated into approved Site Plan and Development Agreement between the Owner and the City of London.

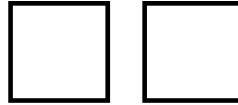
25.2 CLAIMS

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 sanitary sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$14,270, excluding HST;
- (ii) for the construction of eligible storm sewers in conjunction with the Plan, subsidized at an estimated cost of which is \$345,490, excluding HST;
- (iii) for the construction of eligible watermains in conjunction with this Plan, subsidized at an estimated cost of which is \$23,940, excluding HST;
- (iv) for the construction of left and right turn channelization on Bradley Avenue at Chelton Road and at Meadowgate Boulevard, the estimated cost of which is \$521,347, excluding HST, as per the accepted work plan;
- (v) engineering fees for the construction of left and right turn channelization on Bradley Avenue at Chelton Road and at Meadowgate Boulevard, the estimated cost of which is \$77,852, excluding HST, as per the accepted work plan;
- (vi) for the construction of pavement widening on Chelton Road and on Meadowgate Boulevard at Bradley Avenue consistent with the City's Development Charges By-Law provision for paying claims where a secondary collector is widened at a primary collector or an arterial road, the estimated cost of which is \$11,524, excluding HST, as per the accepted work plan. The claim will be based on a pavement widening of 1.5 metres for a distance of 45 metres with a 30 metre taper. The costs of the gateway treatment over and above the claimable portion shall be at the Owner's expense, as per the accepted work plan; and



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- (vii) engineering fees for the construction of pavement widening on Chelton Road and Meadowgate Boulevard at Bradley Avenue, the estimated cost of which is \$2,078, 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.

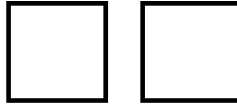
Funds needed to pay the above claims will be committed (on a subdivision by subdivision basis) from approved capital budgets at the time of approval of this Agreement, unless funds in approved capital budgets are insufficient to accommodate commitment to the full extent of the estimated claims. In this 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:

- #6 Where the proposed development calls for the construction of works, and where the Owner is of the opinion that such works are eligible to be funded in whole or in part from development charges as defined in the DC By-law, and further, where such works are not oversized pipe works (sanitary, storm or water – the reimbursement of which is provided for in subsidy tables in the DC By-law), then the Owner shall submit through their consulting engineer an engineering work plan for the proposed works satisfactory to the City Engineer (or designate) and City Treasurer (or designate). The Owner acknowledges that:
- i) no work subject to a work plan shall be reimbursable until both the City Engineer (or designate) and City Treasurer (or designate) have reviewed and approved the proposed work plan; and
 - ii) in light of the funding source and the City's responsibility to administer development charge funds collected, the City retains the right to request proposals for the work from an alternative consulting engineer.
- #7 The Owner acknowledges that the following works required by this subdivision shall be subject to a work plan:
- i) internal road widening on Chelton Road and Meadowgate Boulevard, and
 - ii) left and right turn lanes on Bradley Avenue at Chelton Road and at Meadowgate Boulevard.
- #8 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.
- #9 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.
- #10 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 work.



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25.6 GRADING REQUIREMENTS

Add the following new Special Provisions:

- #11 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install the temporary swale at the west limit of the plan as per the accepted engineering drawings, to the satisfaction of the City.
- #12 The Owner shall grade the portions of Blocks 150, 151 and 152, which have a common property line with Bradley Avenue, to blend with the ultimate profile of Bradley Avenue and Highbury Avenue, in accordance with the City Standard "Subdivision Grading Along Arterial Roads" all to the satisfaction of the City and at no cost to the City.

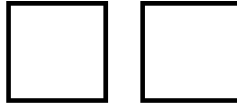
The Owner shall direct its Professional Engineer to establish and have accepted by the City Engineer the grades to be taken as the future centreline grades of Bradley Avenue. From these, the Owner's Professional Engineer shall determine the elevations along the common property line which will blend with the reconstructed road. These elevations shall be shown on the subdivision Lot Grading Plan submitted for acceptance by the City.

- #13 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall remove and relocate any existing earth stockpile generally located in this Plan, all to the satisfaction of the City and at no cost to the City.
- #14 Prior to the issuance of any Certificate of Conditional Approval, in order to develop this site, the Owner shall make arrangements with the adjacent property owner to the west to regrade a portion of the property, in conjunction with grading and servicing of this subdivision, to the specifications of the City, at no cost to the City.

25.7 STORM WATER MANAGEMENT

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

- (a) The Owner shall have its Professional Engineer supervise the construction of the stormwater servicing works, including any temporary works, in compliance with the drawings accepted by the City Engineer, and according to the recommendations and requirements of the following, all to the satisfaction of the City Engineer:
- i) The SWM criteria and environmental targets for the Dingman Creek Subwatershed Study and any addendums/amendments;
 - ii) The Summerside District Stormwater and Stormwater Management Master Plan (updated 2004);
 - iii) The Biological Evaluation of Summerside Wetland, London, Ontario (February 1991)
 - iv) The approved Functional Design Report for the Summerside SWMF;
 - v) 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.
 - vi) The Stormwater Letter/Report of Confirmation for the subject development prepared and accepted in accordance with the file manager process;
 - vii) The City's Waste Discharge and Drainage By-laws, lot grading standards, policies, requirements and practices;
 - viii) The City of London Design Specifications and Requirements Manual, as revised;



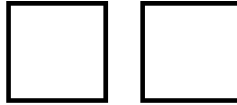
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- ix) The Ministry of the Environment and Climate Change (MOECC) SWM Practices Planning and Design Manual (2003); and
- x) Applicable Acts, Policies, Guidelines, Standards and Requirements of all required approval agencies.

Add the following new Special Provisions:

- #15 The Owner shall ensure that the quantity and quality of stormwater flow from land within this subdivision to the Thames River and the Hampton-Scott Drain shall be controlled to the specifications of the City Engineer and the Upper Thames River Conservation Authority. The Stormwater Management Plan shall provide for:
 - i) The maintenance of base stormwater flows to the Dingman Creek via the Hampton-Scott Drain;
 - ii) The diversion of major storm flows to the Thames River via the existing servicing tunnel;
 - iii) Stormwater management facilities sufficient to meet provincial requirements for stormwater discharge to a warm water stream; and
 - iv) Stormwater management facilities to attenuate major storm flows to the Thames River via the diversion tunnel, to the specifications of the City Engineer, including allowances for post development stormwater flows from external land within the drainage area
- #16 The Owner shall discharge these lands to the storm outlet which is the existing Summerside SWM Facility via Evans Boulevard storm sewers. Furthermore, the Owner shall convey drainage from the rear yards within and exterior to these lands through a “third pipe” system, in the interim to the storm sewer system in this Plan as per the accepted drawings, ultimately to outlet to the PSW on Block 153 in future phases or other recommendations as determined by the accepted Environmental Impact Study, to the satisfaction of the City, at no cost to the City.
- #17 The Owner shall construct the storm/drainage servicing works for the relevant portion of the approved third pipe system to maintain the water balance in the existing wetland area located at the southwest corner of the Summerside lands. The Owner shall immediately accommodate upstream flows from portions of the third pipe already constructed and currently using temporary outlets to existing minor flow systems.
- #18 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct and have operational a temporary sediment basin on Block 149 as per the accepted engineering drawings, at no cost to the City, to the satisfaction of the City.
- #19 All temporary erosion and sediment control measures, including sediment basins, installed in conjunction with this Plan shall be decommissioned and/or removed when warranted, all to the satisfaction of the City Engineer and at no cost to the City.
- #20 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall decommission the temporary culverts and swales in this Plan, all to the satisfaction of the City Engineer.

The Owner is responsible for all costs related to the decommissioning of any temporary sediment basin and associated works and any redirection of sewers and overland flow routes.
- #21 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall have all low impact development features installed and operational in this Plan to accommodate the intended designed storm servicing flows in accordance with the accepted servicing drawings and the accepted Stormwater Management Report to the specifications and satisfaction of the City, at no cost to the City.



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- #22 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall have its Professional Engineer submit a maintenance strategy to the City for review and acceptance outlining a program for the maintenance of the low impact development features in this Plan, all to the satisfaction of the City, at no cost to the City. This strategy is to be in accordance with the “Low Impact Development Stormwater Management Practice Inspection and Maintenance Guide” prepared by Toronto and Regional Conservation Authority.
- #23 Prior to the issuance of any Certificate of Conditional Approval, prior to assumption and at End of Warranty, the Owner shall complete the following, at no cost to the city, all to the satisfaction of the City:
- i) Operate, maintain, inspect and protect the low impact development features, including correcting any deficiencies as soon as they are detected, in accordance with the accepted maintenance and monitoring program; and
 - ii) Have its consulting Professional Engineer submit monitoring reports in accordance with the accepted maintenance and monitoring program.
- #24 Prior to assumption of this Plan, the Owner’s Professional Engineer shall certify to the City that all low impact development features in this Plan are constructed and operational in accordance with the Ministry of Environment and Climate Change’s Environmental Compliance Approval, the accepted servicing drawings and the Stormwater Management Report, to the satisfaction and at no cost to the City. Where the above cannot be met, the Owner shall correct deficiencies as soon as they are detected or provide alternative measures that comply with the said accepted design requirements to the satisfaction of the City, at no cost to the City.

25.8 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 Dingman Creek Subwatershed, and connect them to the City’s existing storm sewer system being the 1650 mm diameter storm sewer on Evans Boulevard, the 825 mm diameter storm sewer on Meadowgate Boulevard and the 600 mm diameter storm sewer on Green Gable 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.

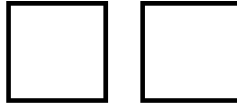
- (e) ~~Where required, storm and sanitary sewer easements on park/school blocks shall be to the satisfaction of the City and the appropriate school board. Maintenance access requirements shall be provided to the satisfaction of the City Engineer.~~

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

- ~~(j) The Owner shall register on title of Block _____ in this Plan and include in the Purchase and Sale Agreement, a covenant that the owner of Block _____ 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 _____ described _____, 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 375 mm diameter



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sanitary sewer on Evans Boulevard and the 200 mm diameter sanitary sewer on Meadowgate Boulevard.

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

Add the following new Special Provisions:

- #25 The Owner shall include in any Agreement of Purchase and Sale or Lease for the transfer of Blocks 150 and 151, in this Plan, and include in the transfer of Blocks 150 and 151, 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 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.
- #26 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make adjustments to the existing works and services on Bradley Avenue, Chelton Road, Meadowgate Boulevard, Irish Moss Road and Green Gables Road, 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.

25.9 WATER SERVICING

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

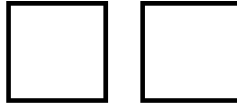
- (d) Prior to the issuance of any Certificates of Conditional Approval, the Owner shall install and commission the accepted water quality measures required to maintain water quality within the water distribution system during build-out, all to the satisfaction of the City Engineer, at no cost to the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

- (f) 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 high-level municipal system, namely, the existing 400 mm diameter watermain on Bradley Avenue, the 250 mm diameter watermain on Evans Boulevard and the 200 mm diameter watermain on Green Gables Road; 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;

Add the following new Special Provisions:

- #27 The Owner shall ensure implemented water quality measures remain in place until there is sufficient occupancy demand to maintain water quality within the Plan of Subdivision without their use. 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.



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- #28 The Owner shall ensure 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 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.
- #29 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.

25.10 HYDROGEOLOGICAL WORKS

Remove subsection 25.10 (c) and **replace** with the following:

- (c) The Owner shall adhere to the recommendations in the detailed hydro geological report prepared by its Professional Engineer, determining the effects of the construction associated with this subdivision on the existing ground water elevations and domestic or farm wells in the area and identify any abandoned wells in this Plan, assess the impact on water balance, recommendations for foundation design should high groundwater be encountered and any fill required in the plan and recommendations for Low Impact Development (LIDs) system, to the satisfaction of the City Engineer.

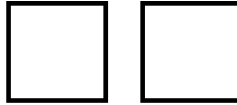
If necessary, provide recommendations addressing any contamination impacts that may be anticipated or experienced as a result of the said construction as well as any recommendations regarding soil conditions and fill needs in the location of any existing watercourses or bodies of water on the site.

Prior to the issuance of any Certificate of Conditional Approval, the Owner's Professional Engineer shall certify that any remedial or other works as recommended in the above accepted hydro geological report are implemented by the Owner, to the satisfaction of the City, at no cost to the City Engineer.

25.11 ROADWORKS

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

- (b) The Owner shall construct or install all of the following required works to the specifications of the City and in accordance with the plans accepted by the City:
- (i) a fully serviced road connection where Chelton Road in this Plan joins with Green Gables Road in Plan 33M-525, including all underground services and all related works as per the accepted engineering drawings;
 - (ii) a fully serviced road connection where Irish Moss Road in this Plan joins with Irish Moss Road in Plan 33M-525, including all underground services and all related works as per the accepted engineering drawings;
 - (iii) a fully serviced road connection where Evans Boulevard in this Plan joins with Evans Boulevard in Plan 33M-551, including all underground services and related works as per the accepted engineering drawings;
 - (iv) a fully serviced road connection where Meadowgate Boulevard in this Plan connects with Meadowgate Boulevard in Plan 33M-533, including all underground services and related works as per accepted engineering drawings;



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- (v) a fully serviced road connection where Chelton Road and Meadowgate Boulevard in this Plan connect with Bradley Avenue, including all underground services and related works as per accepted engineering drawings;
- (vi) install temporary street lighting on Bradley Avenue at the intersection of Chelton Road and Meadowgate Boulevard, and temporary access road, if necessary, at no cost to the City; and
- (vii) construct left and right turn lanes on Bradley Avenue at Chelton Road and Meadowgate Boulevard.

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 Bradley Avenue, Chelton Road, Meadowgate Boulevard, Irish Moss Road and Evans Boulevard in accordance with current City policies. Upon completion of these works, a Certificate of Completion of Works is to be supplied to the City, pursuant to the General Provisions and **Schedule 'G'** of this Agreement.

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

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

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

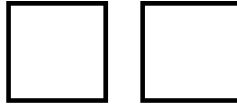
- (q) (iv) The Owner shall include in the Agreement of Purchase and Sale and/or Lease for the transfer of all Lots and Blocks on Evans Boulevard and Chelton Road in this Plan, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Lots and Blocks away from the traffic calming measures on the said streets, including traffic calming circles and splitter islands, 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 Chelton Road via Bradley Avenue or other routes as designated by the City.

Add the following new Special Provisions:

- #30 The Owner shall construct a temporary turning circle at the west limit of Evans Boulevard, to the satisfaction of the City Engineer and at no cost to the City.



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If the Owner requests the City to assume Evans Boulevard, all as shown on this Plan of Subdivision, prior to its extension to the west, 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 west limit of Evans Boulevard and completing the curb and gutter, asphalt pavement, Granular 'A', Granular 'B', sodding of the boulevard, 1.5metre (5foot) concrete sidewalks on both sides, and restoring adjacent lands, including the relocation of any driveways, all to the specifications of the City. The estimated cost, including legal fees for releasing easements and/or transferring blocks, and doing the above-noted work on this street is \$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.

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.

- #31 The Owner shall remove the temporary turning circle on Evans Boulevard and adjacent lands, in Plan 33M-551 to the east of this Plan, and complete the construction of Evans Boulevard 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-551 for the removal of the temporary turning circle and the construction of this section of Evans Boulevard 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 Evans Boulevard in Plan 33M-551 is constructed as a fully serviced road by the Owner of Plan 33M-551, then the Owner shall be relieved of this obligation.

- #32 The Owner shall maintain the barricades at west limits of Evans Boulevard and Southport Crescent until assumption of this Plan 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.

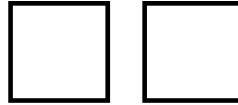
- #33 The Owner shall be required to make minor boulevard improvements on Bradley Avenue and Highbury Avenue adjacent to this Plan, to the specifications of the City and at no cost to the City, consisting of clean-up, grading and sodding as necessary.

- #34 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.

- #35 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall remove the existing temporary access road, to the satisfaction of the City, at no cost to the City.

- #36 In the event of a premature failure of the temporary pad and pave upgrades on Bradley Avenue, the repair of the temporary pad and pave section of Bradley Avenue shall be completed by the Owner, to the satisfaction of the City, at no cost to the City. The determination of premature failure shall be at the discretion of the City acting responsibly.

- #37 The Owner shall include in the Agreement of Purchase and Sale or Lease for Blocks 150, 151 and 152 in this Plan, and shall include in the transfer of each of the said Blocks, a covenant by the purchaser or transferee stating that no direct access from Bradley Avenue shall be from any blocks in this Plan. Access to Block 150 shall be from Chelton Road and/or Meadowgate Boulevard. Access to Block 151 shall be from Chelton Road. Access to Block 152 shall be from Arran Place or Chelton Road, to the satisfaction of the City.



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- #38 At the time of any submission of an application for site plan, the Owner shall reconstruct Arran Place to local street standards to the extent necessary to accommodate access for Block 152, if necessary, onto Bradley Avenue, to the satisfaction of the City, at no cost to the City.

- #39 Prior to the issuance of any Certificate of Conditional Approval or as otherwise directed by the City Engineer, the Owner shall install temporary street lighting at the intersections of Chelton Road with Bradley Avenue and at the intersection of Meadowgate Boulevard with Bradley Avenue and a temporary access, if necessary, to the specifications of the City, at no cost to the City.

- #40 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a roundabout at the intersection of Evans Boulevard and Chelton Road, including diverter islands, as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.

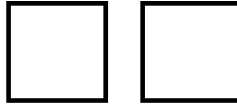
- #41 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct left turn and right turn lanes on Bradley Avenue at Chelton Road and at Meadowgate Boulevard, to the satisfaction of the City.

- #42 It is hereby agreed by all parties that the terms and conditions outlined in the agreement dated December 5, 1994 between The Corporation of the City of London and Jackson Land Corp. and Jackson Summerside Land Corp., registered on January 27, 1995 as Instrument No. 374208 and annexed to this Agreement as **Schedule 'N'** are hereby transferred to this Agreement and will apply mutatis mutandis to all the lands within this Plan. The parties hereto agree that this Agreement and the agreement attached as Schedule 'N' will be read as one, and in the event of any conflicts between the provisions of this Agreement and the provisions of the Schedule 'N' Agreement then the provisions of the Schedule 'N' Agreement will prevail, except for the Insurance and Indemnity requirements as provided herein.

25.12 PARKS

- #43 The Owner shall not grade into any park or open space area. Where lots abut lands zoned as Open Space, all grading of the developing lots at the interface with the park or open space areas are to match grades to maintain existing slopes, topography and vegetation. In instances where this is not practical or desirable, any grading into the park or open space zones shall be to the satisfaction of the City (D.P. condition #20).

- #4 4 Within one (1) year of registration of this Plan, the Owner shall prepare and deliver to all homeowners adjacent to Open Space lands, an education package which explains the stewardship of natural areas, the value of existing tree cover, and the protection and utilization of the grading and drainage pattern on these lots. The educational package shall be prepared to the satisfaction of the City. (D.P. condition #19).



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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 Drewlo Holdings Inc. to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Evans Boulevard, Meadowgate Boulevard and Chelton Road shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 21.5 metres.
- Southport Crescent, Irish Moss Road, Chelton Court (from Chelton Road to Irish Moss Road) shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 19 metres.
- Chelton Court (from Irish Moss Road to east limit of Chelton Court) shall have a minimum road pavement width (excluding gutters) of 6.0 metres with a minimum road allowance of 18 metres
- Meadowgate Boulevard, from Bradley Avenue across frontage of Block 150 shall have a minimum road pavement width (excluding gutters) of 11.0 metres with a minimum road allowance of 22.5 metres. The widened road on Meadowgate Boulevard shall be equally aligned from the centreline of the road and tapered back to the 9.5 metre road pavement width (excluding gutters) and 21.5 metre road allowance for this street, with 30 metre tapers on both street lines.
- Chelton Road, from Bradley Avenue to across frontage of Block 150 and 151 shall have a minimum road pavement width, excluding gutters, of 11.0 metres with a minimum road allowance of 22.5 metres. The widened road on Chelton Road shall be equally aligned from the centreline of the road and tapered back to the 9.5 metre road pavement width (excluding gutters) and 21.5 metre road allowance for this street, with 30 metre tapers on both street lines.

Sidewalks

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

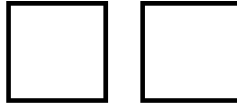
- i) Evans Boulevard
- ii) Chelton Road
- iii) Meadowgate Boulevard

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

- (i) Irish Moss Road – east boulevard
- (ii) Chelton Court – north boulevard from Chelton Road to Walkway Block 161

Pedestrian Walkways

City of London standard 3.0m wide pedestrian walkways shall be constructed on Block 161 of 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 Drewlo Holdings Inc. to which it is attached and forms a part.

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

LANDS TO BE CONVEYED TO THE CITY OF LONDON:

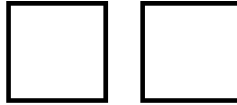
0.3 metre (one foot) reserves: 160	Blocks 154, 155, 156, 157, 158, 159 and 160
Road Widening (Dedicated on face of plan):	NIL
Walkways:	Block 161
5% Parkland Dedication:	NIL
Dedication of land for Parks in excess of 5%:	NIL
Open Space:	Block 153
Stormwater Management:	NIL

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 Drewlo Holdings Inc. to which it is attached and forms a part.

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

CASH PORTION:	\$ 716,234
BALANCE PORTION:	<u>\$4,058,659</u>
TOTAL SECURITY REQUIRED	\$4,774,893

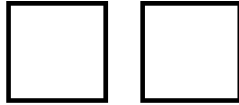
The Cash Portion shall be deposited with the City Treasurer prior to the execution of this Agreement.

The Balance Portion shall be deposited with the City Treasurer prior to the City issuing any Certificate of Conditional Approval or the first building permit for any of the lots and blocks in this Plan of Subdivision.

The Owner shall supply the security to the City in accordance with the City’s By-Law No. A-7146-255 and policy adopted by the City Council on July 27, 2014.

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

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



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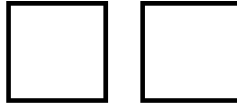
SCHEDULE "F"

This is Schedule "F" to the Subdivision Agreement dated this _____ day of _____, 2017, between The Corporation of the City of London and Drewlo Holdings Inc. to which it is attached and forms a part.

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

Multi-Purpose Easements:

- (a) No multi-purpose easements for servicing are required in this Plan.
- (b) Temporary turning circle easements shall be deeded to the City in conjunction with this Plan over lands outside this Plan at the west limit of Evans Boulevard.

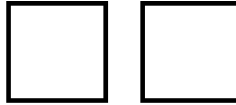


File Number: 39T-92020-E
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SCHEDULE 'N'

This is Schedule 'N' to the Subdivision Agreement t dated this _____ day of _____, 2017, between The Corporation of the City of London and Drewlo Holdings Inc. to which it is attached and forms a part.

(NOTE: Schedule 'N' is the agreement dated December 5, 1994 between Jackson Land Corp and Jackson Summerside Land Corp. and The Corporation of the City of London, registered January 27, 1995, as Instrument No. 347208, covering the servicing and cost sharing of the entire Summerside Subdivision draft plan.)



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Schedule "B"

Related Estimated Costs and Revenues

Agenda Item # Page #

Summerside Phase 13A - Drewto Holdings Inc.
Subdivision Agreement
39T-92020 and 39T-92020E

Related Estimated Costs and Revenues

Estimated DC Funded Servicing Costs ^(Note 1)	Estimated Cost (excludes HST)
Claims for developer led construction from CSRF: - 300 mm watermain (DC14-WD01001) - oversizing subsidy - 1500 mm and 1650 mm storm sewer (DC14-MS01001) - oversizing subsidy - 300 mm and 375 mm sanitary (DC14-WW02001) - oversizing subsidy - External Channelization at Chelton Rd. and Meadowgate Blvd. (DC14-RS00067) ^(Note 1) - Engineering fees for Roadworks - channelization (DC14-RS00067) - Internal widening at Bradley (DC14-RS00063) - Engineering fees for internal widening (DC14-RS00063)	\$23,940 \$345,490 \$14,270 \$521,347 \$77,852 \$11,524 \$2,078
Claims for developer led construction from UWRF: - None identified.	\$0
Claims for City led construction from CSRF: - None identified.	\$0
Total	\$996,502
Estimated Total DC Revenues ^(Note 2) (2017 Rates)	Estimated Revenue
CSRF	\$9,779,877
UWRF	\$1,100,281
TOTAL	\$10,880,158

- 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 includes DC cost recovery for "soft services" (fire, police, parks and recreation facilities, library, growth studies). There is no comparative cost allocation in the Estimated Cost section of the report, so the reader should use caution in comparing the Cost with the Revenue section.
- 3 The revenues and costs in the table above are not directly comparable. The City employs a "citywide" approach to recovery of costs of growth - any conclusions based on the summary of Estimated Costs and Revenues (above table) should be used cautiously.

Reviewed by:

Dec 18 / 2017
Date


Matt Feldberg
Manager, Development Services
(Subdivisions)

December 18, 2017
Date


Paul Yeoman
Director, Development Finance



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Schedule "C"

SOURCE OF FINANCING

#18002
January 8, 2018
(39T-92020)

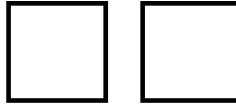
RE: Subdivision Special Provisions - Summerside Phase 13A

Drewto Holdings Inc.
Capital Budget Project No. EW3818 - Watermain Internal Oversizing (Subledger 2419690)
Capital Budget Project No. ES5429 - Storm Sewer Internal Oversizing (Subledger 2419691)
Capital Budget Project No. ES5145 - Sanitary Sewer Internal Oversizing (Subledger 2419692)
Capital Budget Project No. TS1651 - Minor Roadworks-Channelization (Subledger 2419694)
Capital Budget Project No. TS1371 - Road Class Oversizing City Share (Subledger 2419695)

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 project TS1651 can be accommodated with a drawdown from the City Services - Road Levies Reserve Fund, and that subject to the adoption of the recommendations of the Managing Director, Development and Compliance and Chief Building Official, the detailed source of financing is:

	Approved Budget	Additional Funding	Revised Budget	Committed To Date	This Submission	Balance for Future Work
ESTIMATED EXPENDITURES						
EW3818 - Watermain Internal Oversizing						
Construction	\$569,025		\$569,025	\$519,025	\$24,361	\$25,639
ES5429 Storm Sewer Internal Oversizing						
Engineering	\$177,463		\$177,463	\$27,463		\$150,000
Construction	5,569,587		5,569,587	4,459,275	351,571	761,741
	5,747,050	0	5,747,050	4,483,738	351,571	911,741
ES5145 - Sanitary Sewer Internal Oversizing						
Construction	\$446,625		\$446,625	\$122,891	\$14,521	\$309,213
TS1651 - Minor Roadworks-Channelization						
Engineering	\$357,521	\$29,222	\$386,743	\$307,521	\$79,222	\$0
Construction	2,447,693	456,778	2,904,471	2,373,948	530,523	402,005
	2,805,214	486,000	3,291,214	2,681,469	609,745	0
TS1371-Road Class Oversizing City Share						
Engineering	\$32,063		\$32,063	\$7,063	\$2,114	\$22,886
Construction	467,937		467,937	54,205	11,727	402,005
	500,000	0	500,000	61,268	13,841	424,891
NET ESTIMATED EXPENDITURES	\$10,067,914	\$486,000	\$10,553,914	\$7,868,391	\$1,014,039	\$1,671,484
SOURCE OF FINANCING						
EW3818-Watermain Internal Oversizing						
Drawdown from Industrial Oversizing Water R.F.	\$1,700		\$1,700	\$1,700		\$0
Drawdown from City Services - Water Reserve Fund (Development Charges)	567,325		567,325	517,325	24,361	25,639
	569,025	0	569,025	519,025	24,361	25,639
ES5429 Storm Sewer Internal Oversizing						
Drawdown from Sewage Works Reserve Fund	\$25,300		\$25,300	\$24,673	\$627	\$0
Drawdown from City Services - Major SWM Reserve Fund (Development Charges)	5,721,750		5,721,750	4,459,065	350,944	911,741
	5,747,050	0	5,747,050	4,483,738	351,571	911,741
ES5145 - Sanitary Sewer Internal Oversizing						
Drawdown from Industrial Oversizing Sewer R.F.	\$12,200		\$12,200	\$763	\$397	\$11,040
Drawdown from City Services - Sewer Reserve Fund (Development Charges)	434,425		434,425	122,128	14,124	298,173
	446,625	0	446,625	122,891	14,521	309,213
TS1651 - Minor Roadworks-Channelization						
Capital Levy	\$28,419		\$28,419	\$28,419		\$0
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2,776,795	486,000	3,262,795	2,653,050	609,745	0
	2,805,214	486,000	3,291,214	2,681,469	609,745	0
TS1371-Road Class Oversizing City Share						
Capital Levy	\$4,400		\$4,400	\$2,267	\$410	\$1,723
Drawdown from Industrial Oversizing R.F.	10,400		10,400			10,400
Drawdown from City Services - Roads Reserve Fund (Development Charges)	485,200		485,200	59,001	13,431	412,768
	500,000	0	500,000	61,268	13,841	424,891
TOTAL FINANCING	\$10,067,914	\$486,000	\$10,553,914	\$7,868,391	\$1,014,039	\$1,671,484
1) Financial Note - Construction	EW3818	ES5429	ES5145	TS1651	TS1371	Total
Contract Price	\$23,940	\$345,490	\$14,270	\$521,347	\$11,524	\$916,571
Add: HST @13%	3,112	44,914	1,856	67,776	1,498	119,154
Total Contract Price Including Taxes	27,052	390,404	16,126	589,122	13,022	1,035,725
Less: HST Rebate	2,691	38,833	1,604	58,999	1,295	103,022
Net Contract Price	\$24,361	\$351,571	\$14,521	\$530,523	\$11,727	\$932,703
Financial Note - Engineering				TS1651	TS1371	Total
Contract Price				\$77,852	\$2,076	\$79,930
Add: HST @13%				10,121	270	10,391
Total Contract Price Including Taxes				87,973	2,346	90,321
Less: HST Rebate				8,751	234	8,985
Net Contract Price				\$79,222	\$2,114	\$81,336
Total - Construction and Engineering	\$24,361	\$351,571	\$14,521	\$609,745	\$13,841	\$1,014,039



File Number: 39T-92020-E
F. Gerrits / L. Mottram

#18002
January 8, 2018
(39T-92020)

RE: Subdivision Special Provisions - Summerside Phase 13A
Drewio Holdings Inc.
Capital Budget Project No. EW3818 - Watermain Internal Oversizing (Subledger 2419690)
Capital Budget Project No. ES5429 - Storm Sewer Internal Oversizing (Subledger 2419691)
Capital Budget Project No. ES5145 - Sanitary Sewer Internal Oversizing (Subledger 2419692)
Capital Budget Project No. TS1651 - Minor Roadworks-Channelization (Subledger 2419694)
Capital Budget Project No. TS1371 - Road Class Oversizing City Share (Subledger 2419695)

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 \$466,000 for Project TS1651 is available as a drawdown from the City Services - Roads Levies 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 - channelization (DC14-RS00067/TS1651) with a total projected growth needs of \$2,475,000. 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. These DC funded programs are presented to Council in the annual DC Monitoring Report. Adjustments can also be made by Council through the annual GMIS process and the multi-year budget updates. If total growth exceeds the estimates, the growth needs can be adjusted through the DC Bylaw update which is required every five years by the DC Act.

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Jason Senese
Manager of Financial Planning & Policy