

## Report to Planning and Environment Committee

**To:** Chair and Members  
Planning & Environment Committee  
**From:** George Kotsifas, P. Eng  
Managing Director, Development & Compliance Services and  
Chief Building Official  
**Subject:** Application By: Sunningdale Golf and Country Club Ltd.  
379 Sunningdale Road West  
Sunninglea Subdivision - Special Provisions  
**Meeting on:** February 19, 2019

### 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 Sunningdale Golf and Country Club Ltd. , for the subdivision of land over Part of Lot 12, Registrar's Compiled Plan 1028 and Part of Block 104, 33M-633 in the City of London, County of Middlesex, situated on the north side of Sunningdale Road West, between Richmond Street and Wonderland Road North , municipally known as 379 Sunningdale Road West.

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Sunningdale Golf and Country Club Ltd. for the Sunninglea Subdivision, (39T-16504), attached as Appendix "A", **BE APPROVED**;
- (b) the Applicant **BE ADVISED** that Development Finance has summarized the claims and revenues attached as Appendix "B",
- (c) the financing for this project **BE APPROVED** as set out in the Source of Financing Report attached as Appendix "C"; and
- (d) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

### Analysis

#### 1.0 Site at a Glance

##### 1.1 Property Description

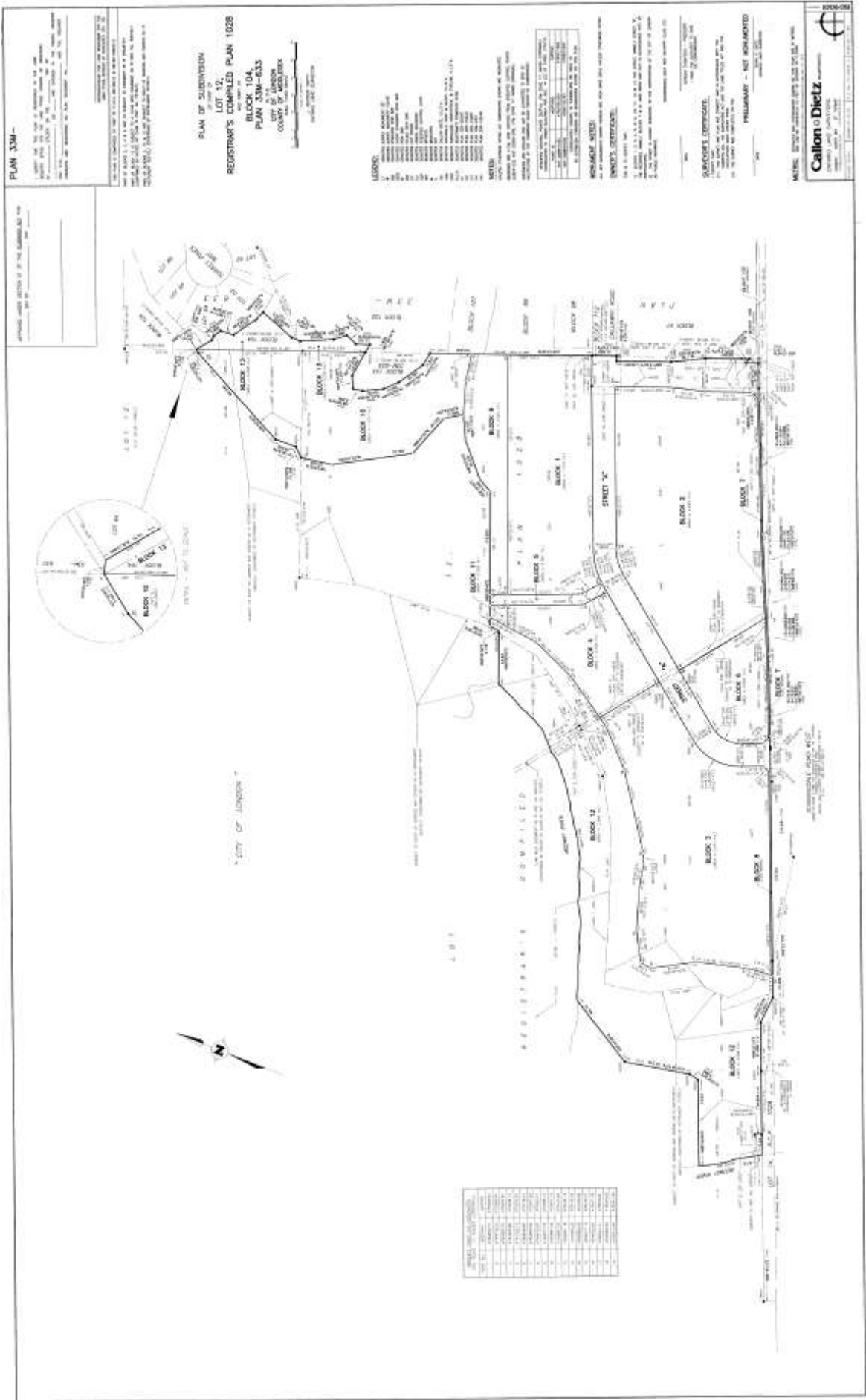
The subject site is a 9.3 hectare parcel of land known municipally as 379 Sunningdale Road West. There are several residential buildings located on the property that are currently being used as office space for Corlon Properties and rental properties, with the balance of the property currently being farmed. The Medway Valley Heritage Forest is located directly to the west and north of the subject lands. The lands generally slope downward from east to west toward Medway Creek.

The proposed development shows four residential blocks (Blocks 1, 2, 3 and 4), an open space block (Block 5), and office/residential block (Block 6) with local public streets (including the extensions of Callaway Road to the west and Meadowlands Way to the north).

1.2 Location Map – Sunninglea Subdivision



1.3 Sunninglea – Plan of Subdivision



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

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

Prepared by:	<b>Craig Smith, MCIP, RPP</b> <b>Senior Planner, Development Services</b>
Recommended by:	<b>Lou Pompilii, MPA RPP</b> <b>Manager, Development Planning</b>
Reviewed by:	<b>Matt Feldberg</b> <b>Manager, Development Services (Subdivisions)</b>
Submitted by:	<b>George Kotsifas, P.ENG</b> <b>Managing Director, Development and Compliance</b> <b>Services and Chief Building Official</b>

February 12, 2019

CC: Paul Yeoman, Director, Development Services and City of London Approval Authority

## Appendix A – Special Provisions

### PROVISIONS OF DEVELOPMENT

#### 5. STANDARD OF WORK

Add the following new Special Provisions:

- #1 The City may require the Works and Services required under this Agreement to be done by a contractor whose competence is approved jointly by the City Engineer and the Owner, all to the satisfaction of the City Engineer.
- #2 The Owner shall maintain Works and Services in this Plan in a good state of repair from installation to assumption, to the satisfaction of the City, at no cost to the City.

Revise the highlighted:

Any variance from items 5.1 to 5.20 above must be clearly set forth in **Schedule "C"**. All the foregoing works and services must be fully maintained by the Owner at its own expense in a manner and to a degree satisfactory to the City and the Owner shall retain for himself, his heirs and assigns, the right to enter at all reasonable times and from time to time, upon all Lots and Blocks in the plan of subdivision in order to maintain all the foregoing works and services, until the same have been assumed by the City and the warranty period has expired whichever shall be the later. Any damage thereto or failure thereof shall be forthwith repaired to the satisfaction of 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 was 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 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. STANDARD REQUIREMENTS**

**Remove** Subsection 2.51 (f) as there are no walkways in this Plan.

~~(h) 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 in accordance with City Standard No. SR-7.0.~~

**Add** the following new Special Provisions:

- #3 The Owner, at his sole expense, shall restore all disturbed areas to existing or better conditions, to the satisfaction of the City.
- #4 The Owner shall comply with any requirements of Imperial Oil Pipeline with regards to the 20 metre buffer and easement within this Plan of Subdivision and for the crossing of Callaway Road over the pipeline in this Plan, to the satisfaction of the City, and at no cost to the City.
- #5 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 accepted hydrogeological and geotechnical report are implemented by the Owner, to the satisfaction of the City, at no cost to the City.
- #6 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 any automatic flushing devices/blowoffs in future, if necessary, an amount of \$5,000 for each automatic flushing device.
- #7 The Owner shall provide an 8 metre wide easement in favour of the City within the Union Gas easement from Sunningdale Road West to the Medway Creek natural heritage system for the purposes of a multi-use pathway easement, all to the satisfaction of the City and at no cost to the City.
- #8 The Owner shall provide an 8 metre wide easement along the west and northern limits of Blocks 3 and 4 of this Plan, adjacent to the Medway Creek natural heritage system and outside of the approved 6 metre UTRCA access allowance as a multi-use pathway easement, on an alignment and of sufficient width acceptable to the City, and at no cost to the City.
- #9 Prior to the development of any Block in this Plan, the Owner shall submit a Noise Impact Study that recommends noise mitigation measures in accordance with the Ministry of the Environment Guidelines and the City of London policies and guidelines that excludes the requirement for a continuous berm/barrier along the Sunningdale Road West frontage, all to the satisfaction of the City.

### **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 storm sewers in conjunction with the Plan, subsidized at an estimated cost of which is \$39,022, excluding HST;
- (ii) for the construction of eligible watermain in conjunction with this Plan, subsidized at an estimated cost of which is \$18,642, excluding HST;
- (iii) for the construction of pavement widening on Meadowlands Way at Sunningdale Road West consistent with the City's standard practice of paying claims where a secondary collector is widened at an arterial road, the estimated cost of which is \$6,345, excluding HST, as per the accepted work plan;
- (iv) for the engineering costs for pavement widening on Meadowlands Way at Sunningdale Road West, the estimated cost of which is \$952, excluding HST, as per the accepted work plan;
- (v) for the construction of the Multi Use Pathway within this Plan, as per the accepted engineering drawings, the estimated cost of which is \$139,372, excluding HST, as per the accepted work plan; and
- (vi) for the engineering costs for the Multi Use Pathway within this Plan, as per the accepted engineering drawings, the estimated cost of which is \$20,837, 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.

## **25.6 GRADING REQUIREMENTS**

**Add** the following new Special Provisions:

- #10 The Owner shall maintain until assumption the overland flow route between Blocks 2 and 6 as per the accepted engineering drawings, to the satisfaction of the City Engineer, and at no cost to the City.

## **25.7 STORM WATER MANAGEMENT**

**Add** the following new Special Provision:

- #11 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall complete any modifications within the existing Sunningdale SWM Facility # 4 SWM Block (330 Sunningdale Road West) due to the proposed major and minor storm drainage servicing outlet(s) in accordance with the accepted engineering drawings, at no cost to the City, all to the satisfaction of the City.

## **25.8 SANITARY AND STORM SEWERS**

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

- (b) The Owner shall construct the storm sewers to service the Blocks in this Plan, which is located in the Medway Creek Subwatershed, and connect them to the City's existing storm sewer system as per the accepted engineering drawings, to the satisfaction of the City.

**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 (k) and **replace** with the following:

- (k) The Owner shall construct the sanitary sewers to service the Blocks in this Plan and connect them to the City's existing sanitary sewage system as per the accepted engineering drawings, to the satisfaction of the City.

**Add** the following new Special Provisions:

- #12 The Owner shall construct a temporary hickenbottom between Blocks 2 and 6 of this Plan, and provide any necessary easements as per the accepted engineering drawings, to the specifications and satisfaction of the City, all at no cost to the City.
- #13 The Owner shall remove any existing Ditch Inlet Catch Basins (DICBs), culverts, storm sewers, temporary work, etc. as per the accepted engineering drawings, all to the specifications and satisfaction of the City, at no cost to the City.
- #14 The Owner shall construct sanitary and storm private drain connections to Block 5 to service the existing golf maintenance facility to the north of this Plan, external to the plan, as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
- #15 The Owner shall maintain the storm sewer and maintenance access (to service the storm sewer) between Blocks 2 and 6 in this Plan as required herein until the said sewers and maintenance access are assumed by the City, all to the satisfaction of the City Engineer and at no cost to the City.
- #16 The Owner shall include in the Agreement of Purchase and Sale or Lease and in the Transfer of Deed of Block 6, in this Plan, a covenant by the purchaser or transferee stating that the purchaser or transferee of the Block 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.

- #17 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make adjustments to the existing works and services on Sunningdale Road West and Callaway 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) The Owner shall construct the watermain to service the Lots and Blocks in this Plan and connect them to the City's existing water supply system as per the accepted engineering drawings, all to the specifications of the City Engineer.

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

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

- (f) The Owner shall ensure implemented water quality measures shall remain in place until there is sufficient occupancy demand to maintain water quality within this Plan of Subdivision without their use. The Owner is responsible for the following:
- i) to meter and pay the billed costs associated with any automatic flushing devices including water discharged from any device at the time of their installation until removal/assumption;
  - ii) any incidental and/or ongoing maintenance, periodic adjustments, repairs, replacement of broken, defective or ineffective product(s), poor workmanship, etc. of the automatic flushing devices;
  - iii) payment for maintenance costs for these devices incurred by the City on an ongoing basis until removal/assumption;
  - iv) all works and the costs of removing the devices when no longer required; and
  - v) ensure the automatic flushing devices are connected to an approved outlet.

**Add** the following new Special Provisions:

- #18 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 a water stub, approximately sized adjacent to Block 5 in this Plan to service the existing golf maintenance facility to the north of this Plan, external to this Plan as per the accepted engineering drawings and allowing for the abandonment of the well currently servicing the external lands;
- ii) extend the existing 300 mm diameter watermain on Sunningdale Road West at Meadowlands Way across the frontage of this Plan to Callaway Road in this Plan as per the accepted engineering drawings, at no cost to the City;

- 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 Callaway Road through this Plan to Callaway Road in Plan 33M-633 to the east.
- #19 The Owner shall construct temporary auto flushing devices, if necessary, as per the accepted engineering drawings, to the satisfaction of the City Engineer and at no cost to the City.

If the Owner request the City to assume any streets in this Plan where an automatic flushing device has been installed prior to the extension of adjacent streets, the Owner shall pay to the City at the time of assumption of this subdivision by the City, the amount estimated by the City at the time, to be the cost of removing the automatic flushing device and properly abandoning the discharge pipe from the automatic flushing device to the storm sewer system and restoring adjacent lands, all to the specifications of the city. The estimated cost for doing the above-noted work is \$5,000 for each auto flushing device, if necessary, for which amount sufficient security is to be provided in accordance with Condition 25 (\_\_\_). 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.

## 25.10 HYDROGEOLOGICAL WORKS

Add the following new Special Provisions:

- #20 The Owner shall include in the Agreement of Purchase and Sale or Lease and in the Transfer of Deed of Block 3 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, that in conjunction with site Plan review/approval process associated with the development of Block 3, the owner shall complete post-development water balance calculations for the wetland catchment area as delineated on Figure 13 of the Stantec (2017) Hydrogeological Assessment, Sunninglea Development, City of London, Ontario report. The water balance shall be completed using the Thornthwaite and Mather method to calculate monthly precipitation, evapotranspiration, runoff and infiltration values, which are then totaled to provide annual values, based on the final Plan of Subdivision design. If a runoff and/or infiltration deficit is predicted to occur as a result of the development of the site plan proposed on Block 3 under the post-development condition, the owner shall be responsible for assessing and recommending the implementation of suitable Low Development Impact (LID) techniques, where possible within Block 3 that will attempt to match post-development runoff and infiltration volumes to those volumes calculated to contribute to the wetland catchment area under the pre-development condition (as provided in the Hydrogeological Assessment Report).
- #21 The Owner shall include in the Agreement of Purchase and Sale or Lease and in the Transfer of Deed of Block 3 in this Plan, a covenant by the purchaser or transferee stating that the purchaser or transferee of the said Block shall implement a groundwater monitoring program that commences with the construction on Block 3 and continues for a period of one (1) year post construction. As a minimum, the monitoring program is to include the following:
- i) continuous monitoring, using an automated datalogging device (eg. levellogger), of water levels in the multi-level monitoring well installed along western limits of the table lands (ME1-15(S/1/D));
  - ii) continuous monitoring, using an automated datalogging device (eg. levellogger), of water wells in the following multi-level drive-point piezometers installed within the wetland: DP1-15(S/D), DP2-15(S/D) and DP3-15(S/D);
  - iii) collection of annual groundwater samples from MW1-15(S/1/D) for the analysis of

general chemistry (alkalinity, ammonia, chloride, DOC, hardness, nitrate, orthophosphate, pH, sulfate and TDS) parameters and metals as presented in Table 4 of the Stantec (2017) Hydrogeological Assessment, Sunninglea Development City of London, Ontario report;

- iv) establish trigger values for groundwater levels and quality at the previously mentioned monitoring wells and drive-point piezometers to provide an early warning mechanism that identifies whether the form and/or function of the groundwater system underlying the wetland catchment area is potentially being impacted by onsite construction activities, and, subsequently, whether the implementation of mitigation measures are required before such impacts reach unacceptable levels; and
- v) results of the post-development monitoring be reported on an annual basis to the Upper Thames River Conservation Authority (UTRCA).

## 25.11 ROADWORKS

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

- (i) Within one (1) year of registration of this Plan, the Owner shall:
  - (i) install street lights on each street shown in this Plan of subdivision as per the accepted engineering drawings, all to the specifications and satisfaction of the City.

All at no cost to the City and in accordance with the accepted engineering drawings and city standards.

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

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

- ~~(i) The Owner shall erect advisory signs at all street entrances to this Plan for the purpose of informing the public of the traffic calming measures implemented within this Plan prior to the issuance of any Certificate of Conditional Approval in this Plan.~~
- ~~(ii) The Owner shall 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 register against the title of all Blocks on Linkway Boulevard and Logans Run in this Plan, and shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of the said Lots and Blocks, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Lots and Blocks away from the traffic calming measures on the said streets, including traffic calming circles, raised intersections, splitter islands and speeds cushions, to be installed as traffic control devices, to the satisfaction of the City Engineer.~~

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

- (q) The Owner shall direct all construction traffic including all trades related traffic associated with installation of services and construction of dwelling units in this Plan to access the site from Sunningdale Road West.

**Add** the following new Special Provisions:

- #22 The Owner shall construct a 5.0 metre wide private asphalt access road as per SPO 1.1 over Block 5 of this Plan, for access to external lands, as per the accepted engineering drawings, all to the satisfaction of the City, at no cost to the City.
- #23 The Owner shall remove the existing gravel driveway and maintain the existing utilities serving lands to the north of this Plan, until new utility connections are established, to the satisfaction of the City and at no cost to the City.
- #24 Prior to the issuance of any Certificate of Conditional Approval for this Plan of Subdivision, the Owner shall:
- (i) construct temporary pavement markings for left and right turn lanes on Sunningdale Road West at Meadowlands Way, as per the accepted engineering drawings, to the satisfaction of the City Engineer, at no cost to the City;
  - (ii) construct Callaway Road as a rights-in/rights-out only access and any associated works, in accordance with the accepted engineering drawings, to the satisfaction of the City, at no cost to the City, and
  - (iii) complete interim road connections to Sunningdale Road West, at Callaway Road and Meadowlands Way and any associated works, as per the accepted engineering drawings, to the satisfaction of the City. These interim road connections shall remain in place until the City completes work on Sunningdale Road West.
- #25 Prior to the issuance of any Certificate of Conditional Approval for this Plan of Subdivision or at an alternative time as agreed to by the City, the Owner shall install temporary street lighting at the intersection of Callaway Road with Sunningdale Road West, to the specifications of the City, at no cost to the City
- #26 The Owner shall restore Sunningdale Road West, where Sunningdale Road West requires restoration due to the installation of services (sewers, water), to the satisfaction of the City, at no cost to the City.
- #27 The Owner shall remove the temporary turning circle and temporary maintenance access road on Callaway Road and adjacent lands, in Plan 33M-633 to the east of this Plan, and complete the construction of Callaway 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-633 for the removal of the temporary turning circle and temporary maintenance access and the construction of this section of Callaway 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 amount of \$5,000.

In the event that Callaway Road in Plan 33M-633 is constructed as a fully serviced road by the Owner of Plan 33M-633, then the Owner shall be relieved of this obligation.

- #28 The Owner shall construct a gateway treatment on Meadowlands Way as per the accepted engineering drawings, to the specifications of the City Engineer.
- #29 The Owner acknowledges that the City, in accordance with the City's current Growth Management Implementation Strategy (GMIS) may be reconstructing Sunningdale Road West. The Owner shall co-ordinate the work associated with

this Plan of Subdivision, if necessary, with the City's proposed construction of Sunningdale Road West adjacent to this Plan.

- #30 The Owner shall make minor boulevard improvements on Sunningdale Road 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.

## **25.12 PARKS**

**Remove** Subsection 25.12 (c) and **replace** with the following:

- (c) The Owner shall not grade into any open space area without City approval. Where lots or blocks abut an open space area, all grading of the developing Lots or Blocks at the interface with the 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 open space shall be to the satisfaction of the Manager of Parks and Open Space Design and City Engineer.

**Add** the following new Special Provision:

- #31 Within one (1) year of registration of the plan this Plan of subdivision, the Owner shall prepare and deliver to all homeowners adjacent to lands zoned as Open Space, an education package which explains the stewardship of natural area, the value of existing tree cover, and the protection and utilization of the grading and drainage pattern on these lots. The educational package shall be prepared as part of the Design Review Package to the satisfaction of the Director Development Services.
- #32 Within three (3) years of registration of this Plan, the Owner shall implement all the recommendations of the approved Environmental Impact Study and Addendum, including a monitoring program to the satisfaction of the City. The Owner shall provide written confirmation to the City as to when and how the recommendations were implemented.
- #33 Within one (1) year of registration of this Plan, the Owner shall grade, service and seed Blocks 9, 11 and 12 in accordance with the approved engineering plans, to the satisfaction of the City.
- #34 Within one (1) year of registration of this Plan, the Owner shall construct the multi-use pathway within Blocks 9, 11 and 12 in accordance with the approved engineering plans, to the satisfaction of the City.
- #35 Prior to any site works, the Owner shall ensure that the recommendations of the approved Tree Preservation Report and implemented. The Owner shall provide written confirmation to the City detailing the manner in which each recommendation has been satisfied.
- #36 Within one (1) year of registration of this plan, the Owner shall prepare and deliver to all homeowners adjacent to a natural heritage area, an education package which explains the stewardship of the natural area, the value of existing tree cover, and the protection and utilization of the grading and drainage patterns on these lots. The educational package shall be prepared to the satisfaction of the City.
- #37 The Owner shall not grade into any open space area without City approval. Where lots or blocks abut an open space area, all grading of the developing Lots or Blocks at the interface with the 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 open space shall be to the satisfaction of the Manager of Parks and Open Space Design and City Engineer.

- #38 The Owner acknowledges that there is a deficiency of parkland dedication through this development, equivalent to 0.225 hectares, and therefore agrees that he shall provide the outstanding parkland credits through the future development of their proposed development at 600 Sunningdale Road West, City File: 39T-18501, all to the satisfaction of the City.



This is Schedule “C” to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between The Corporation of the City of London and Sunningdale Golf and Country Ltd. to which it is attached and forms a part.

## **SPECIAL WORKS AND SERVICES**

### **Roadways**

- Meadowlands Way shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 21.5 metres.
  
- Callaway Road shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
  
- Meadowlands Way, from Sunningdale Road West to 45 metres north of Sunningdale Road West shall have a minimum road pavement width (excluding gutters) of 11.0 metres with a minimum road allowance of 28.0 metres (75’), including a gateway treatment. The widened road on Meadowlands Way 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 sidewalk shall be constructed on both sides of the following:

- (i) Meadowlands Way
- (ii) Callaway Road

### **Pedestrian Walkways**

There are no pedestrian walkways in this Plan.

**SCHEDULE “D”**

This is Schedule "D" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between The Corporation of the City of London and Sunningdale Golf and Country Ltd. 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:	Block 7 and 8
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	Blocks 9, 10, 11, 12 and 13 as partial satisfaction.  Balance of the required parkland dedication shall be provided through the plan of subdivision for 39T-18501, in accordance with Clause 25.12 (_____) of this Agreement.
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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**SCHEDULE “E”**

This is Schedule “E” to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between The Corporation of the City of London and Sunningdale Golf and Country Ltd. 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:	\$ 425,536
BALANCE PORTION:	<u>\$2,411,371</u>
TOTAL SECURITY REQUIRED	\$2,836,907

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. CPOL-13-114 and policy adopted by the City Council on April 4, 2017 and any amendments.

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

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

## **SCHEDULE "F"**

This is Schedule "F" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between The Corporation of the City of London and Sunningdale Golf and Country Ltd. 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 for servicing 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) Between Blocks 2 and 6 of this Plan, for servicing between Callaway Road and Sunningdale Road West as per the accepted engineering drawings, and
  - (ii) West and north limit of Blocks 3 and 4 for multi-use path.

# Appendix B – Claims and Revenues

Agenda Item #      Page #

259 Sunningdale Road West - Sunningdale Golf and Country Ltd.  
Subdivision Agreement  
39T-16504

## Related Estimated Costs and Revenues

Estimated DC Funded Servicing Costs <sup>Note 1</sup>	Estimated Cost (excludes HST)
Claims for developer led construction from CSRF	
- Storm sewer oversizing (DC14-MS01001) <sup>Note 6</sup>	\$39,022
- Watermain oversizing (DC14-WD01001) <sup>Note 6</sup>	\$18,642
- Roadworks - internal widening on Meadowlands Way (DC14-RS00063) <sup>Note 4</sup>	\$6,345
- Roadworks - engineering fees for internal widening (DC14-RS00063) <sup>Note 4</sup>	\$952
- Parks - Multi Use Pathway (DC14-PR00085) <sup>Note 4</sup>	\$139,372
- Parks - engineering fees for Multi Use Pathway (DC14-PR00085) <sup>Note 4</sup>	\$20,837
Claims for City led construction from CSRF	
- None identified.	\$0
Total	\$225,170
Estimated Total DC Revenues <sup>Note 2</sup> (2019 Rates)	Estimated Revenue
CSRF	\$12,708,149
UWRF	\$1,180,734
TOTAL	\$13,888,883

- 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 2019 DC rates and may take many years to recover. The revenue estimates includes DC cost recovery for "soft services" (fire, police, parks and recreation facilities, library, growth studies). There is no comparative cost allocation in the Estimated Cost section of the report, so the reader should use caution in comparing the Cost with the Revenue section.
- 3 The revenues and costs in the table above are not directly comparable. The City employs a "citywide" approach to recovery of costs of growth – any conclusions based on the summary of Estimated Costs and Revenues (above table) should be used cautiously.
- 4 The developer led construction work above will require a work plan to be provided and approved by the City. The work plan shall include summary of work completed to date as well as estimated costs of all Engineering and construction of the eligible subdivision works.
- 5 In anticipation of the Sunningdale Rd. Phase 3 project (DC14-RS00017), all minor roadworks connecting the proposed development are considered local servicing and/or temporary and shall be funded by the developer.
- 6 The extent of oversized sewers and watermain will be finalized through the detailed design process which may change the values noted.

Reviewed by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matt Feldberg  
Manager, Development Services (Subdivisions)

Reviewed by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paul Yeoman  
Director, Development Finance

# Appendix C – Source of Finance

#19017  
February 19, 2019  
(39T-16504)

RE: Subdivision Special Provisions - Sunningdale Subdivision  
Sunningdale Golf and Country Club Ltd. - 379 Sunningdale Road West  
Capital Budget Project ES5429 - Storm Sewer Internal Oversizing (Subledger 2456345)  
Capital Budget Project EW3818 - Watermain Internal Oversizing (Subledger 2456346)  
Capital Budget Project TS1371 - Road Class Oversizing City Share (Subledger 2456347)  
Capital Budget Project PD204318 - New Major Open Space Network (Subledger 2456351)

## FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that these works cannot be accommodated within the Capital Works Budget 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	Revised Budget	Committed To Date	This Submission	Balance for Future Work
<b>ESTIMATED EXPENDITURES</b>						
<b>ES5429-Storm Sewer Internal Oversizing</b>						
Engineering	\$177,463		\$177,463	\$27,463		\$150,000
Construction	6,892,621		6,892,621	5,702,926	39,709	1,149,986
	7,070,084	0	7,070,084	5,730,389	39,709	1,299,986
<b>EW3818 - Watermain Internal Oversizing</b>						
Construction	\$835,562	\$9,267	\$844,829	\$825,859	\$18,970	\$0
<b>TS1371-Road Class Oversizing City Share</b>						
Engineering	\$57,063		\$57,063	\$16,381	\$989	\$39,713
Construction	542,937		542,937	113,012	6,457	423,468
	600,000	0	600,000	129,393	7,426	463,181
<b>PD204318 - New Major Open Space Network</b>						
Engineering	\$50,000		\$50,000	\$12,986	\$21,204	\$15,810
Construction	345,000		345,000	91,413	141,825	111,762
	395,000	0	395,000	104,399	163,029	127,572
<b>NET ESTIMATED EXPENDITURES</b>	<b>\$8,900,646</b>	<b>\$9,267</b>	<b>\$8,909,913</b>	<b>\$6,790,040</b>	<b>\$229,134 <sup>1)</sup></b>	<b>\$1,890,739</b>
<b>SOURCE OF FINANCING</b>						
<b>ES5429 Storm Sewer Internal Oversizing</b>						
Drawdown from Sewage Works Reserve Fund	\$25,300		\$25,300	\$20,506	\$142	\$4,652
Drawdown from City Services - Mjr. SWM Reserve Fund (Development Charges)	7,044,784		7,044,784	5,709,883	39,567	1,295,334
	7,070,084	0	7,070,084	5,730,389	39,709	1,299,986
<b>EW3818 - Watermain Internal Oversizing</b>						
Drawdown from Industrial Oversizing- Water R.F.	\$1,700		\$1,700	\$1,700		\$0
Drawdown from City Services - Water Reserve Fund (Development Charges)	833,862	9,267	843,129	824,159	18,970	0
	835,562	9,267	844,829	825,859	18,970	0
<b>TS1371-Road Class Oversizing City Share</b>						
Capital Levy	\$4,400		\$4,400	\$949	\$54	\$3,397
Drawdown from Industrial Oversizing R.F.	10,400		10,400	2,243	129	8,028
Drawdown from City Services - Roads Reserve Fund (Development Charges)	585,200		585,200	128,201	7,243	451,756
	600,000	0	600,000	129,393	7,426	463,181
<b>PD204318 - New Major Open Space Network</b>						
Debtenture Quota	\$167,300		\$167,300	\$44,216	\$69,050	\$54,032
Drawdown from City Services - Parks & Rec Reserve Fund (Development Charges)	227,700		227,700	60,181	93,979	73,540
	395,000	0	395,000	104,399	163,029	127,572
<b>TOTAL FINANCING</b>	<b>\$8,900,646</b>	<b>\$9,267</b>	<b>\$8,909,913</b>	<b>\$6,790,040</b>	<b>\$229,134</b>	<b>\$1,890,739</b>
<b>1) Financial Note - Construction</b>						
Contract Price			ES5429	EW3818	TS1371	PD204318
Add: HST @13%			\$39,022	\$18,642	\$6,345	\$139,372
Total Contract Price Including Taxes			5,073	2,423	825	18,118
Less: HST Rebate			44,065	21,065	7,170	157,490
Net Contract Price			4,386	2,095	713	15,685
			\$39,709	\$18,970	\$6,457	\$141,625
<b>Financial Note - Engineering</b>						
Contract Price					TS1371	PD204318
Add: HST @13%					\$952	\$20,837
Total Contract Price Including Taxes					124	2,709
Less: HST Rebate					1,076	23,546
Net Contract Price					107	2,342
					\$989	\$21,204
Total - Construction & Engineering per project			\$39,709	\$18,970	\$7,426	\$163,029
<b>Financial Note - Total</b>						
Contract Price						\$225,170
Add: HST @13%						29,272
Total Contract Price Including Taxes						254,442
Less: HST Rebate						25,306
Net Contract Price - Construction & Engineering						\$229,134

- 2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Study completed in 2014.
- 3) The additional funding requirement of \$9,267 for Project EW3818 is available as a drawdown from the City Services - Water Levees 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 watermain internal oversizing (DC14-WD01001/EW3818) with total projected growth needs of \$1,000,000. The total funding is allocated to the capital budget proportionately by year across the 20 year period. The total requirements for EW3818 exceeds the funding for the 20 year program and therefore an additional drawdown from City Services-Water Reserve Fund is required. The DC funded programs are presented to Council in the annual DC Monitoring Report. Adjustments can also be made by Council through the annual Growth Management Implementation Strategy 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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Kyle Murray  
Director, Financial Planning & Business Support