

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: Extra Realty Limited  
660 Sunningdale Road East  
Applewood Subdivision Phase 1B - Special Provisions  
Meeting on: April 15, 2019

Recommendation

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Extra Realty Limited for the subdivision of land over Part Lot 13, Concession 6, situated on the north side of Sunningdale Road East, west of Adelaide Street North, municipally known as 660 Sunningdale Road East;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Extra Realty Limited for the Applewood Subdivision, Phase 1B (39T-09501) 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 fulfil its conditions.

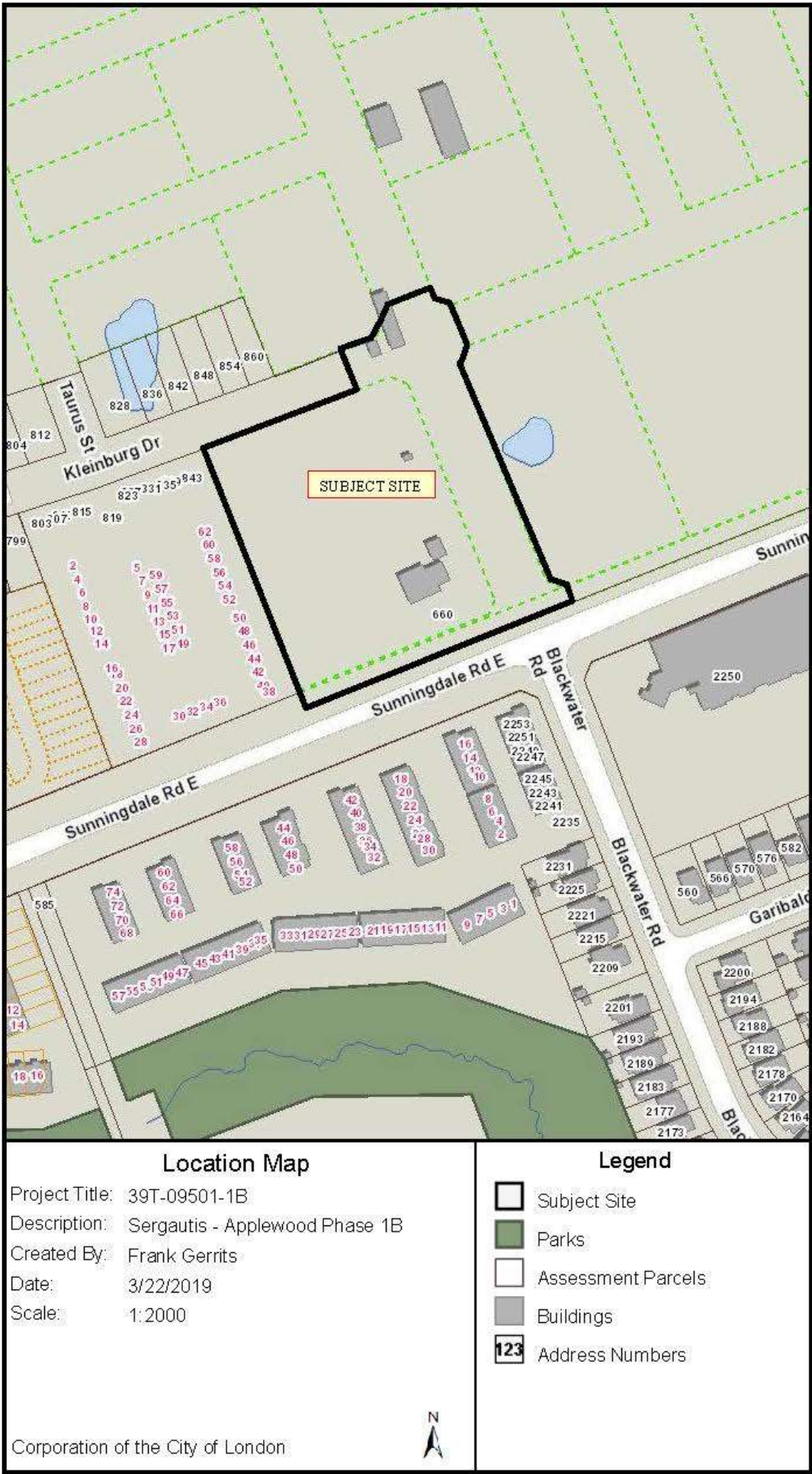
Analysis

1.0 Site at a Glance

1.1 Property Description

The subject site consists of a portion (1.15 ha (2.84 acres)) of a 42 hectare parcel of land located at the northwest corner of Adelaide Street North and Sunningdale Road East. It is located at the northerly limit of the City and borders with the Township of Middlesex Centre. The property slopes generally from north to south with a rolling terrain. The site currently contains a 4 hectare woodlot (designated as Environmentally Significant Area), a small Provincially Significant Wetland, and existing buildings including a single detached dwelling (located towards the south end of the property, adjacent to the extension of Blackwater Road), and two brick barns designated under the provision of Section 29(3) of the Ontario Heritage Act, R.S.O. 1990, c. O. 18,.

1.2 Location Map Phase 1 Applewood Subdivision





2.0 Description of Proposal

2.1 Development Proposal

The draft plan of subdivision consists of 39 low density blocks (Blocks 1-39), four (4) medium density residential blocks (Blocks 40-44), two (2) commercial blocks (Blocks 46-47), two (2) commercial/mixed use residential blocks (Blocks 48-49), three (3) open space blocks (Blocks 49-51), eight (8) parkland and walkway blocks (Blocks 52-59), one (1) stormwater management block (Block 60), one (1) road widening block (Block 61), six (6) 0.3 m reserve blocks (Blocks 62-67), all served by one (1) primary collector road (Blackwater Road), one (1) secondary collector road (Street “D”/Superior Drive), and ten (10) new local streets.

The first phase of this subdivision, which consisted of eight (8) single detached lots and one (1) multi-family, medium density block was registered as 33M-749in August of 2018.The Applicant is registering the remaining stage of Phase 1 of this subdivision, which consists of one (1) commercial/mixed use residential block, located at the southwest corner of the future intersection of Kleinburg Drive and Blackwater Boulevard.

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>Nancy Pasato, MCIP, RPP</b> <b>Senior Planner, Development Services</b>
Recommended by:	<b>Paul Yeoman, RPP, PLE</b> <b>Director, Development Services</b>
Submitted by:	<b>George Kotsifas, P.ENG</b> <b>Managing Director, Development and Compliance Services and Chief Building Official</b>
Note: The opinions contained herein are offered by a person or persons qualified to provide expert opinion. Further detail with respect to qualifications can be obtained from Development Services.	

April 8, 2019

CC: Lou Pompilii, Manager, Development Planning  
Ismail Abushehada, Manager, Development Engineering  
Matt Feldberg, Manager, Development Services (Subdivisions)

## Appendix A – Special Provisions

### 6. SOILS CERTIFICATE

**Add** the following new Special Provisions:

- #1 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 geotechnical report are implemented by the Owner, to the satisfaction of the City, at no cost to the City Engineer.

### 10. COMPLETION, MAINTENANCE, ASSUMPTION AND GUARANTEE

**Remove** Subsection 10.7 and **replace** with the following:

10.7 The Owner hereby agrees that the City will assume each street in this subdivision when the following are completed to the satisfaction of the City:

- (a) All works and services required on the street to be assumed, including all storm and sanitary private drain connections and water services, must be constructed in accordance with the final approval servicing plans based on the final Lot layout of Lots in this Plan;
- (b) Either seven (7) years has elapsed from the date of registration of the Subdivision Agreement, or a minimum of seventy percent (70%) of the building Lots and Blocks fronting the street to be assumed are built upon, whichever is earlier, or other arrangements are made with and approved by the City; and
- (c) The works, services and roads requested for assumption connect to already assumed works, services and roads.
- (d) The City may consider the assumption of the streets in this subdivision in stages, all to the satisfaction of the City.

### 16. PROPOSED SCHOOL SITES

**Remove** Subsections 16.3 to 16.8 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.~~

~~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.~~

## 25.1 STANDARD REQUIREMENTS

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

~~(h) Within one (1) year of registration of this Plan, or as otherwise directed by the City, the Owner shall construct a chain link fence without gates, adjacent to the walkway(s) (Block(s) \_\_\_\_\_) in accordance with City Standard No. SR-7.0.~~

**Add** the following new Special Provisions:

- #2 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.
- #3 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.
- #4 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 temporary works including temporary sediment basins and channels and associated works, external to this Plan to the east, an amount of \$75,000; and
  - (ii) For the future removal of automatic flushing devices at the east limit of Kleinburg Drive and north limit of Blackwater Road, an estimated amount of \$10,000 (\$5,000 each automatic flusher).
- #5 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make all necessary arrangements with the owner of Plan 33M-749 to construct new services and make adjustments to the existing works and services on Kleinburg Drive in Plan 33M- adjacent to this Plan to accommodate the proposed works and services on this streets to accommodate the Lots in this Plan fronting this street (eg. private services, street light poles, etc.) in accordance with the approved design criteria and accepted drawings, all to the satisfaction of the City Engineer and at no cost to the City.
- #6 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make adjustments to the existing works and services on Sunningdale Road East,



adjacent to this Plan to accommodate the proposed works and services on this street to accommodate this Plan (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.

- #7 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall remove any existing buildings, private services and associated works, to the satisfaction of the City, at no cost to the City.

## **25.2 CLAIMS**

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

- (b) 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 watermain in conjunction with this Plan, subsidized at an estimated cost of which is \$7,320;
- (ii) for the engineering fees for the design of the channelization on Sunningdale Road East at Blackwater Road, the estimated cost of which is \$12,522.29, 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.

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 EROSION AND SEDIMENT CONTROL**

**Add** the following new Special Provisions:

- #8 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install temporary erosion and sediment control measures and these measures are to be operational, as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
- #9 The Owner shall decommission these temporary erosion and sediment control measures when warranted, to the satisfaction of the City, at no cost to the City.

## **25.7 GRADING REQUIREMENTS**

**Add** the following new Special Provisions:

- #10 The Owner shall grade the portions of Block 1, which has a common property line with Sunningdale Road East, to blend with the ultimate profile of Sunningdale Road East, as per the accepted engineering drawings, to the satisfaction of the City and at no cost to the City.

- #11 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 north and east to regrade a portion of the property abutting this Plan, in conjunction with grading and servicing of this subdivision, to the specifications of the City, at no cost to the City.
- #12 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall remove and/or decommission any temporary grading constructed as part of Phase 1 as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.

## **25.8 STORM WATER MANAGEMENT**

**Add** the following Special Provisions:

- #13 The Owner shall accommodate the major stormwater overland flows within this Plan from upstream (external) lands in accordance with the approved design studies and accepted engineering drawings, and to the satisfaction of the City Engineer, at no cost to the City.
- #14 The Owner shall implement SWM Best Management Practices (BMP's) within the plan, where possible, to the satisfaction of the City. The acceptance of these measures by the City will be subject to the presence of adequate geotechnical conditions within this Plan and the approval of the City.
- #15 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install the proposed temporary stormwater management system (eg. oil grit separators, sediment basins, temporary overland flow channel, headwalls, etc.) external to this Plan to the east, as identified on the accepted engineering drawings, to the satisfaction of the City.
- #16 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall have a sediment/erosion control monitoring program in place to ensure the development of the subject site shall not cause any adverse impact on the receiving storm/drainage servicing systems and SWM Facility, to the satisfaction of the City.
- #17 The Owner shall decommission any temporary sediment basins and associated infrastructure in and external to this Plan upon development of Block 1, when the ultimate storm sewer outlet system(s) are constructed and operational, to the satisfaction of the City, at no cost to the City.  
  
The Owner is responsible for all costs related to the decommissioning of any temporary sediment basin(s) work and any redirection of sewers and overland flow routes.
- #18 The Owner shall co-ordinate the work associated with this Plan of Subdivision with the City's proposed construction of the Stoney Creek SWM Facility # 2, to the east, on external lands adjacent to this Plan.
- #19 The Owner shall maintain the stormwater works and temporary maintenance access over lands external to this Plan as required herein until the said storm system and maintenance access are decommissioned, all to the satisfaction of the City Engineer and at no cost to the City.
- #20 In the event that the Owner constructs temporary stormwater works and until said works are decommissioned, the Owner shall complete the following to the satisfaction of the City Engineer, and at no cost to the City:



- i) operate, monitor and maintain the temporary works;
- ii) remove and dispose of any sediment to an approved site;
- iii) address forthwith any deficiencies of the temporary works and/or monitoring program; and
- iv) decommission the temporary works within six months of the permanent works being constructed and operational.

The Owner is responsible for all costs related to the temporary works including decommissioning and any redirection of sewers and overland flow routes.

## 25.9 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 Stoney Creek Subwatershed, and connect them to the proposed temporary SWM Facility being constructed as part of this Plan and ultimately outletting to Stoney Creek SWM Facility # 2 being constructed by the City in the future.

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

- (k) The Owner shall service the Blocks in this Plan by connecting them to the City's existing sanitary sewage system being the 200 mm diameter sanitary sewer on Kleinburg Drive in Plan 33M-749.

**Add** the following new Special Provisions:

- #21 The Owner shall include in any Agreement of Purchase and Sale and/or Lease for the transfer of Block 1 of 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.
- #22 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall decommission, remove and dispose of the existing septic system and weeping bed which services Block 1 offsite to the satisfaction of the geotechnical engineer and the City, at no cost to the City.

## 25.10 WATER SERVICING

**Remove** Subsection 25.9 (d) as it is repeated in a new Special Provision:

- ~~(d) The Owner shall construct the watermains to service the Lots and Blocks in this Plan and connect them to the City's existing water supply system, being the \_\_\_\_\_ mm (\_\_\_\_ inch) diameter water main on \_\_\_\_\_, as per the accepted engineering drawings, to the specifications 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 the 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; and
- iv) all works and the costs of removing the devices when no longer required.
- v) Ensure the automatic flushing devices are connected to an approved outlet;

**Add** the following new Special Provisions:

**#23** 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, extend the existing 300 mm diameter watermain stub on Blackwater Road northerly to Kleinburg Drive and construct the 300 mm diameter watermain stub to the northerly limit of the subdivision and extend the 200 mm diameter watermain on Kleinburg Drive easterly to Blackwater Road and extend the 200 mm diameter watermain stub to the easterly limit of the subdivision;
- 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; and
- iii) Have their consulting engineer confirm to the City that the watermain system has been constructed, is operational and is looped from the watermain on Kleinburg Drive through this Plan to the existing watermain stub on Blackwater Road.

**#24** If the Owner requests the City to assume Blackwater Road and Kleinburg Drive with the automatic flushing devices still in operation, all as shown on this Plan of Subdivision, prior to its extension to the north and east, the Owner shall pay to the City at the time of the assumption of this subdivision by the City the amount estimated by the City at the time, to be the cost of removing the automatic flushing device and properly abandoning the discharge pipe from the automatic flushing device to the storm/sanitary sewer system at the north limit of Blackwater Road and the east limit of Kleinburg Drive and restoring adjacent lands, all to the specifications of the City. The estimated cost for doing the above-noted work on these streets is \$5,000 per automatic flushing device for a total amount of \$10,000, for which amount sufficient security is to be provided in accordance with 25.1 (\_\_\_). 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** All development Blocks shall be serviced off the water distribution system internal to this Plan of Subdivision.

## 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 install street lights on each street shown on the plan of subdivision and walkway lighting on the walkway blocks in this Plan in accordance with the accepted engineering drawings and city standards, all to the satisfaction of the City and at no cost to the City

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

- (p) 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 Lots and Blocks on Blackwater Road and Kleinburg Drive 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.~~
  - (iv) The Owner shall include in the Agreement of Purchase and Sale or Lease for the transfer of each of Blocks 1 of this Plan, a covenant by the purchaser or transferee stating the said owner shall locate the driveways to the said Block away from the traffic calming measures at the intersection of Kleinburg Drive and Blackwater Road, including raised intersections, 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 East.

**Remove** Subsection 25.11 (r) as there are no walkways in this Plan.

- ~~(r) Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained adjacent to the location of the future walkway that indicates Future Walkway Location, as identified on the accepted engineering drawings, and the Owner shall construct the walkway to a minimum granular base, to the satisfaction of the City Engineer.~~

**Add** the following new Special Provisions:

- #26 The Owner shall remove the temporary turning circle on Kleinburg Drive and adjacent lands, in Plan 33M-749 to the west of this Plan, and complete the construction of Kleinburg Drive in this location as a fully serviced road, including restoration of adjacent lands, to the specifications of the City.

If funds have been provided to the City by the Owner of Plan 33M-749 for the removal of the temporary turning circle and the construction of this section of Kleinburg Drive and all associated works, the City shall reimburse the Owner for the substantiated cost of completing these works, up to a maximum value that the City has received for this work.

In the event that Kleinburg Drive in Plan 33M-749 is constructed as a fully serviced road by the Owner of Plan 33M-749, then the Owner shall be relieved of this obligation.

- #27 Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Blackwater Road and Kleinburg Drive adjacent to the raised intersection location that indicate Future Raised Intersection Location, as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.
- #28 Prior to assumption or when required by the City Engineer, the Owner shall install the raised intersection at the intersection of Kleinburg Drive and Blackwater Road, including permanent signage and pavement marking in a location, to the satisfaction of the City Engineer.
- #29 Prior to assumption, the Owner shall implement the Blackwater Road Streetscape Plan on Blackwater Road in accordance with the accepted engineering drawings, to the satisfaction of the City.
- #30 Prior to assumption, the Owner shall make minor boulevard improvements on Sunningdale Road East, adjacent to this Plan, to the specifications of the City and at no cost to the City, consisting of clean-up, grading and sodding as necessary.

## **25.12 PARKS**

- #31 At the time of development, the Owner shall provide a cash-in-lieu of parkland payment equal to 2% of the value of land. As a condition of site plan control, the Owner will submit an appraisal undertaken by an Accredited Appraiser (AACI) indicating the value of the land on the day before the issuance of the building permit. Conversely, the owner may provide a cash payment equal to 2% of the value of land at the time of registration of this Plan.
- #32 Prior to any site works, the Owner shall ensure that the recommendations of the approved Tree Preservation Report are implemented. The Owner shall provide written confirmation to the City detailing the manner in which each recommendation has been satisfied.

## **SCHEDULE “C”**

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

### **SPECIAL WORKS AND SERVICES**

#### **Roadways**

- Blackwater Road shall have a minimum road pavement width (excluding gutters) of 11.0 metres with a minimum road allowance of 26.0 metres.
  
- Kleinburg Drive shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
  
- Blackwater Road, from Sunningdale Road East to 70 metres north of Sunningdale Road East shall have a minimum road pavement width (excluding gutters) of 11.0 metres with a minimum road allowance of 26.0 metres.

#### **Sidewalks**

A 1.5 metre sidewalk shall be constructed on both sides of Blackwater Road and Kleinburg Drive.

#### **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 Peter Sergautis 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 3, 4, 5 and 6
Road Widening (Dedicated on face of plan):	Block 2
Walkways:	NIL
5% Parkland Dedication:	Cash-in-lieu payment is required as per <b>Clause 25.12 (_____)</b>
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL

**LANDS TO BE SET ASIDE FOR SCHOOL SITE:**

School Site:	NIL
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**LANDS TO BE HELD IN TRUST BY THE CITY:**

Temporary access:	NIL
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**SCHEDULE “E”**

This is Schedule “E” to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between The Corporation of the City of London and Peter Sergautis 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:	\$ 218,286
BALANCE PORTION:	<u>\$1,236,956</u>
TOTAL SECURITY REQUIRED	\$1,455,242

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 Peter Sergautis to which it is attached and forms a part.

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

**Multi-Purpose Easements:**

- (a) Multi-purpose easements shall be deeded to the City in conjunction with this Plan, over lands external to this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
  - (i) Over lands to the east of Blackwater Road for temporary storm works as per accepted engineering drawings; and
  - (ii) Over lands to the north for external grading

**Appendix B – Related Estimated Costs and Revenues**

Applewood Acres (660 Sunningdale Road East) - Extra Realty

Phase 1B Subdivision Agreement

39T-09501

Related Estimated Costs and Revenues

Estimated DC Funded Servicing	Estimated Costs (excludes HST)
Claims for developer led construction from CSRF <ul style="list-style-type: none"><li>- Watermain - oversizing subsidy (DC14-WD01001) <sup>(1)</sup></li><li>- Roadworks - engineering fees for channelization on Sunningdale Road (DC14-RS00067) <sup>(3)</sup></li></ul>	\$7,320 \$12,522
Claims for City led construction from CSRF <ul style="list-style-type: none"><li>- None identified.</li></ul>	\$0
Total	\$19,842
Estimated Total DC Revenues <sup>(2)</sup> (2019 Rates)	Estimated Revenue
CSRF	\$1,838,850
UWRF	\$263,304
TOTAL	\$2,102,154

- 1 The extent of oversized watermain
- 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, the City employs a "citywide" approach to recovery of costs of growth. So the reader should use caution in comparing the Cost with the Revenue section.
- 3 The identified roadworks will be designed by the owner and constucted by the City.

Reviewed by:

Date

Matt Feldberg  
Manager, Development Services (Subdivisions)

Date

Paul Yeoman  
Director, Development Finance

Appendix C – Source of Financing

RE: Subdivision Special Provisions - Applewood Subdivision Phase 1B  
Extra Realty Limited - 660 Sunningdale Road East  
Capital Budget Project EW3818 - Watermain Internal Oversizing (Subledger 2459387)  
Capital Budget Project TS1651 Minor Roadworks - Channelization (Subledger 2459388)

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>EW3818 - Watermain Internal Oversizing</b>						
Construction	\$844,829	\$7,449	\$852,278	\$844,829	\$7,449	\$0
<b>TS1651 - Minor Roadworks - Channelization</b>						
Engineering	\$482,487		\$482,487	\$434,062	\$12,743	\$35,682
Construction	3,091,248		3,091,248	3,054,323		36,925
Utilities	27,535		27,535	27,535		0
	3,601,270	0	3,601,270	3,515,920	12,743	72,607
<b>NET ESTIMATED EXPENDITURES</b>	<b>\$4,446,099</b>	<b>\$7,449</b>	<b>\$4,453,548</b>	<b>\$4,360,749</b>	<b>\$20,192</b>	<b>\$72,607</b>

SOURCE OF FINANCING

<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 2) & 3)	843,129	7,449	850,578	843,129	7,449	0
Reserve Fund (Development Charges)						
	844,829	7,449	852,278	844,829	7,449	0
<b>TS1651 - Minor Roadworks - Channelization</b>						
Capital Levy	\$28,419		\$28,419	\$19,978	\$76	\$8,365
Other Contributions	186,311		186,311	186,311		0
Drawdown from City Services - Roads 2)	3,386,540		3,386,540	3,309,631	12,667	64,242
Reserve Fund (Development Charges)						
	3,601,270	0	3,601,270	3,515,920	12,743	72,607
<b>TOTAL FINANCING</b>	<b>\$4,446,099</b>	<b>\$7,449</b>	<b>\$4,453,548</b>	<b>\$4,360,749</b>	<b>\$20,192</b>	<b>\$72,607</b>

1) Financial Note

Contract Price  
Add: HST @13%  
Total Contract Price Including Taxes  
Less: HST Rebate  
Net Contract Price

Construction EW3818	Engineering TS1371	Total
\$7,320	\$12,522	\$19,842
952	1,628	2,580
8,272	14,150	22,422
823	1,407	2,230
\$7,449	\$12,743	\$20,192

- 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 \$7,449 for Project EW3818 is available as a drawdown from the City Services - Water 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 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