

## 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: Drewlo Holdings Inc.  
Summerside Subdivision Phase 13B - Special Provisions  
**Meeting on:** June 17, 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 Drewlo Holdings Inc. for the subdivision of land over Part of Lots 15 and 16, Concession 1, situated on the north side of Bradley Avenue, East of Highbury Avenue South;

- (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 13b (39T-92020) 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 and Background

On February 9, 2016, a request was received from Drewlo Holdings Inc. for approval of 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 total area consists of approximately 43 hectares of former cultivated agricultural fields for future development of low, medium and high density residential uses, commercial uses, and a wetland and wooded area to be preserved as open space. 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.

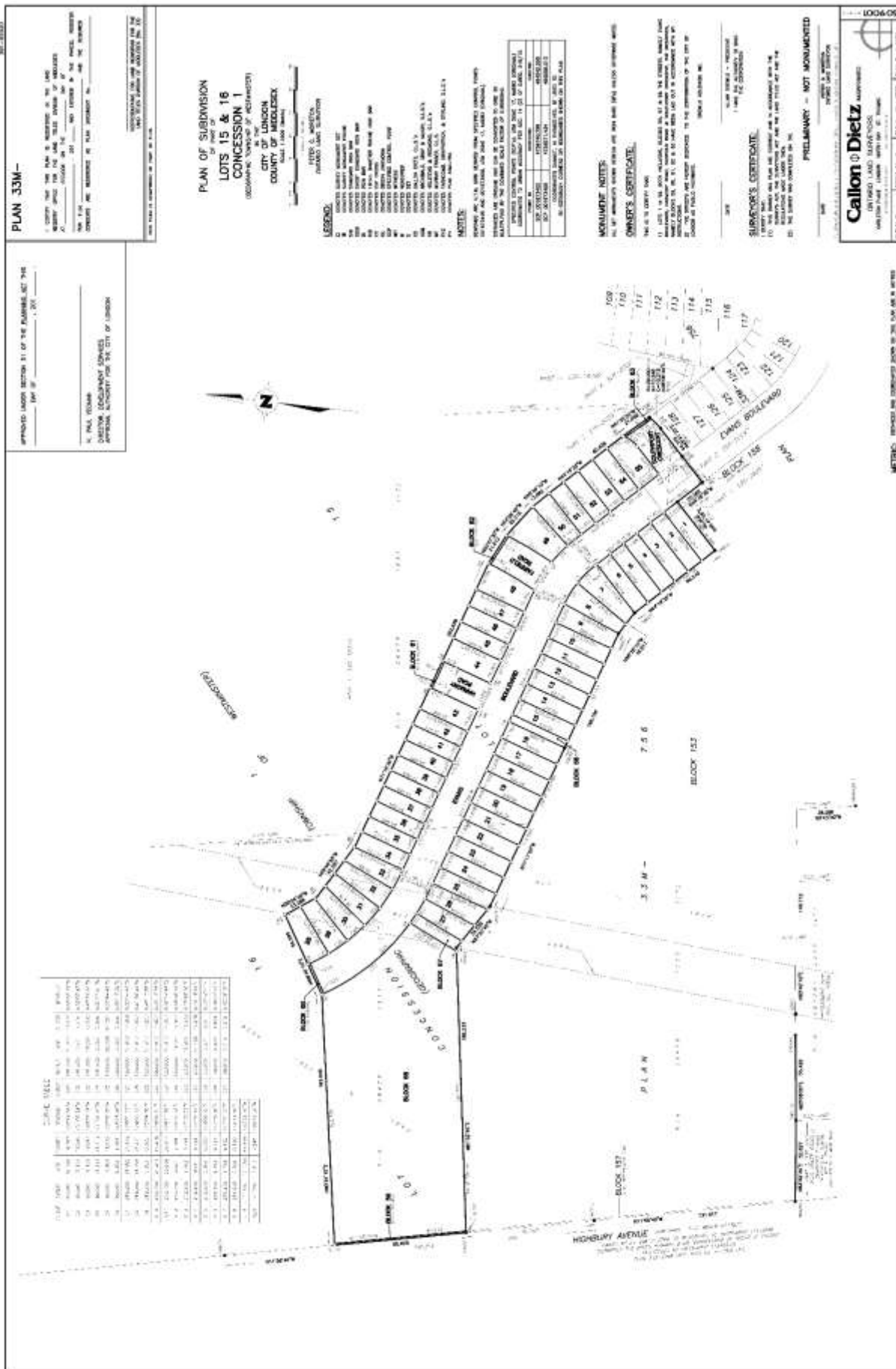
1.2 Location Map Phase 13B Summerside Subdivision



Location Map		Legend	
Project Title:	39T-92020-13B		Subject Site
Description:	Summerside Subdivision - Phase 13B		Parks
Created By:	Frank Gerrits		Assessment Parcels
Date:	5/22/2019		Buildings
Scale:	1:4000		Address Numbers

Corporation of the City of London

1.3 Summerside Subdivision Phase 13B Plan



## 2.0 Description of Proposal

### 2.1 Development Proposal

The Draft Plan is being registered in multiple phases. The first phase (Phase 13A) was registered as Plan 33M-756 on December 5, 2018, consisting of 148 single detached dwelling lots, one (1) medium density residential block, one (1) multi-family, high density residential block, two (2) commercial blocks, one (1) open space block, one (1) walkway block, seven (7) 0.3 metres reserve blocks, served by the extensions of Evans Boulevard, Chelton Road, and Meadowgate Boulevard; and two (2) new streets. Servicing of this phase has been completed, and both Chelton Road and Meadowgate Road have been extended through to Bradley Avenue.

This current phase to be registered consists of 55 single detached dwelling lots, one (1) medium density residential block, two (2) walkway blocks, four (4) 0.3 metres reserve blocks, along with the extension of Evans Boulevard, and three (3) new streets, being Southport Crescent, Fairfield Road and Candice Road (to replace Harmony Road).

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 \$11,102.50;
- (ii) for the construction of eligible storm sewers in conjunction with the Plan, subsidized at an estimated cost of which is \$263,013.50;
- (iii) for the construction and engineering costs of an eligible parks pathway in connection with this Plan, at an estimated cost of which is \$29,200.63 as per the accepted work plan; and

Development Services 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.

<b>Prepared by:</b>	<b>Larry Mottram, MCIP, RPP Senior Planner, Development Planning</b>
<b>Recommended by:</b>	<b>Paul Yeoman, RPP, PLE Director, Development Services</b>
<b>Submitted by:</b>	<b>George Kotsifas, P. Eng. Managing Director, Development and Compliance Services and Chief Building Official</b>
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.	

June 7, 2019

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

NP/FG Y:\FGerrits\documentation coordinator\Working Files\39T-92020-13B - Summerside Phase 13B\39T-92020E - Summerside Phase 13B - PEC REPORT.docx

## Appendix A – Special Provisions

### 5. STANDARD OF WORK

**Add** the following 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.
- #3 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 any Agreement of Purchase and Sale or Lease for the transfer of Lots 28, 29, 31, 32, 36, 37, 41, 42, 44, 45, 47, 48, 49, 50, 54 and 55 in this Plan and all other affected Lots, a covenant by the purchaser or transferee to observe and comply with the minimum building setbacks and associated underside of footing (U.S.F.) elevations, by not constructing any structure within the setback areas, and not disturbing the catchbasin and catchbasin lead located in the setback areas. This protects these catchbasins and catchbasin leads from damage or adverse effects during and after construction. The minimum building setbacks from these works and associated underside of footing (U.S.F.) elevations have been established as indicated on the subdivision lot grading plan, attached hereto as **Schedule "I"** and on the servicing drawings accepted by the City Engineer.

- #4 The Owner shall implement all recommendations of the accepted Scoped Environmental Impact Study (EIS) for Phase 13B Summerside Subdivision (39T-92020) dated September 22, 2017, as may be amended by subsequent addendums, to the satisfaction of the City.
- #5 In conjunction with any application for Site Plan Approval for Block 58 of this Plan, adjacent to Highbury 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 shall be incorporated into approved Site Plan and Development Agreement between the Owner and the City of London.

### 6. SOILS CERTIFICATE

**Add** the following new Special Provision:

- #6 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 geological 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

**Add** the following new Special Provision:

- 10.7(d) Subject to the conditions therein, the City will consider the assumption of the streets in this Plan of 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:

- #7 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 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 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.

- #8 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; and
- (ii) For the removal of the temporary automatic flushing devices, an amount of \$5,000/automatic flusher.

#9 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.

## 25.2 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:

- (iv) for the construction of eligible sanitary sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$11,102.50;
- (v) for the construction of eligible storm sewers in conjunction with the Plan, subsidized at an estimated cost of which is \$263,013.50;
- (vi) for the construction of an eligible parks pathway in connection with this Plan, at an estimated cost of which is \$25,391.85 as per the accepted work plan; and
- (vii) for the engineering costs for the construction of an eligible parks pathway in connection with this Plan, at an estimated cost of which is \$3,808.78 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.

## 25.5 EROSION AND SEDIMENT CONTROL

**Add** the following new Special Provision:



- #10 The Owner shall develop a sediment and erosion control plan(s) that will identify all required sediment and erosion control measures for the subject lands in accordance with City of London and Ministry of the Environment, Conservation and Parks standards and requirements, all to the satisfaction of the City. The sediment and erosion control plan(s) shall identify all interim and long term measures that would be required for both registration and construction phasing/staging of the development and any major revisions to these plans after the initial acceptance shall be reviewed/accepted by the City of London for conformance to our standards and Ministry of the Environment, Conservation and Parks requirements

## 25.6 GRADING REQUIREMENTS

**Add** the following new Special Provisions:

- #11 The Owner shall grade the portions of Block 58, which has a common property line with Highbury Avenue, to blend with the ultimate profile of Highbury Avenue, in accordance with the City Standard "Subdivision Grading Along Arterial Roads" and at no cost to the City.
- #12 The Owner shall include in any Agreement of Purchase and Sale or Lease for the transfer for Lots 28 to 43 inclusive, 45 to 48 inclusive and 50 to 55 inclusive in this Plan, as an overland flow route is located at the rear of the said Lots, a covenant by the purchaser or transferee to observe and comply with the following:
- i) The purchaser or transferee shall not alter or adversely affect the said overland flow route on the said Lots as shown on the accepted lot grading and servicing drawings for this subdivision.

The Owner further acknowledges that no landscaping, vehicular access, parking access, works or other features shall interfere with the above-noted overland flow route, grading or drainage.

- #13 The Owner shall maintain the existing overland flow routes at the rear of Lots 28 to 43 inclusive, 45 to 48 inclusive and 50 to 55 inclusive as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- #14 Prior to the issuance of a 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.
- #15 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 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.

## 25.7 STORM WATER MANAGEMENT

**Add** the following new Special Provisions:

- #16 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.
- #17 The Owner shall implement SWM Best Management Practices (BMP's) within this 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.

- #18 The Owner shall ensure that the quality and quantity of stormwater flow from lands within the subdivision to the Class 1 wetland in the south-west corner of the site be controlled to protect wetland resources and functions, all to the satisfaction of the City and the Upper Thames River Conservation Authority.
- #19 The Owner shall discharge stormwater flows from 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, to the wetland area in the southwest portion of this Plan and to maintain clean flows to the wetland during all phases of construction as per the accepted drawings, to the satisfaction of the City, at no cost to the City. The outlet is located within the Dingman Creek Subwatershed and these lands are tributary to both the South Branch of the Thames River and to the Dingman Creek via proposed servicing and/or Stormwater Management (SWM) Facilities.
- #20 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct the storm/drainage servicing works, including but not limited to headwalls and associated works, for the relevant portion of the approved third pipe system to maintain the water balance in the existing wetland area located to the south of this Plan, as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City. 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.
- #21 Prior to assumption, the Owner shall operate, monitor and maintain the stormwater works associated with this Plan. The Owner shall ensure that any removal and disposal of sediment is to an approved site in accordance with the Ministry of the Environment and the Ministry of Natural Resources.

## 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 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 1500 mm diameter storm sewer on Evans Boulevard.

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

- (k) The Owner shall construct the sanitary sewers to service the Lots and Blocks in this Plan and connect them to the City’s existing sanitary sewage system being the 300 mm diameter sanitary sewer on Evans Boulevard.

**Add** the following new Special Provisions:

- #22 The Owner shall remove any temporary DICBS, (Ditch Inlet Catch Basins), etc. and any existing easements may be quit claimed, all to the satisfaction and specifications of the City Engineer and at no cost to the City.
- #23 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct make adjustments to the existing works and services on Evans Boulevard in Plan 33M-756, 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, al to the satisfaction of the City Engineer, at no cost to the City.

- #24 At the time this Plan is registered, the Owner shall register all appropriate easements for all proposed private and municipal storm and sanitary works required in this Plan, to service external lands, 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, and in accordance with accepted engineering drawings and 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 250 mm diameter watermain on Evans Boulevard;
  - 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) Available fire flows and appropriate hydrant rated capacity colour code markers are to be shown on the accepted engineering drawings; the coloured fire hydrant markers will be installed by the City of London at the time of Conditional Approval.

**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;
  - 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:

- #25 If the Owner requests the City to assume Evans Boulevard with the automatic flushing device still in operation, all as shown on this Plan of Subdivision, prior to its extension to the Evans Boulevard, 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 west limit of Evans Boulevard and restoring adjacent lands, all to the specifications of the City. The estimated cost for doing the above-noted work on this street is \$5,000 per automatic flushing device for which amount sufficient security is to be provided in accordance with **Condition**

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.

- #26 Future development of Block 58 within this Plan shall be consistent with the established fire flows through the subdivision water servicing design study in order to ensure adequate fire protection is available.

## 25.11 ROADWORKS

**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 (insert street names) 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 Chelton Road via Bradley Avenue or other routes as designated by the City.

**Add** the following new Special Provisions:

- #27 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.

If the Owner requests the City to assume Evans Boulevard, all as shown on this Plan, prior to its extension to the Evans Boulevard, 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, 1.5 metre 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 Section 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.

When the lands abutting this Plan 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.

- #28 The Owner shall remove the temporary turning circle on Evans Boulevard and adjacent lands, in Plan 33M-756 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-756 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-756 is constructed as a fully serviced road by the Owner of Plan 33M-756, then the Owner shall be relieved of this obligation.

- #29 Barricades are to be maintained at west limit of Evans Boulevard 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.

## **25.12 PARKS**

**Add** the following new Special Provisions:

- #30 Within one (1) year of registration of this Plan or otherwise approved by the City, the Owner shall construct 1.5 metre high chain link fencing without gates in accordance with current City park standards (SPO 4.8) along the southerly property limit of Block 58 adjacent Open Space Block 153 in Plan 33M-756; and along the property limit interface of Lots 1 to 27 inclusive adjacent Open Space Blocks 56 and 57 in this Plan, and Open Space Block 153 in Plan 33M-756, to the satisfaction of the City. Any alternative fencing arrangements shall be to the approval and satisfaction of the City.
- #31 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.
- #32 Within one (1) year of registration of this Plan, the Owner shall construct the multi-use pathway along the rear of Lots 1 to 27 of this Plan, as per the approved Engineering Drawings, all to the satisfaction of the City.

## **SCHEDULE "C"**

This is Schedule "C" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 and Fairfield Road shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 21.5 metres.
  
- Candice Road and Southport Crescent shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 19 metres.

#### **Sidewalks**

A 1.5 metre sidewalk shall be constructed on both sides of Evans Boulevard and Fairfield Road.

A 1.5 metre sidewalk shall be constructed on one side of

- (i) Candice Road – west boulevard

#### **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 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:	Blocks 60, 61, 62, 63 and 64
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	Parkland was satisfied through the dedication of the wetland block, Block 153 on 33M-756
Dedication of land for Parks in excess of 5%:	Blocks 56 and 57
Dedication of land for Open Space:	Block 59
Stormwater Management:	NIL

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

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

**SCHEDULE "E"**

This is Schedule "E" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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:	\$ 408,987
BALANCE PORTION:	<u>\$2,317,592</u>
TOTAL SECURITY REQUIRED	\$2,726,579

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 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) 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) At the north limits of Candice Road and Southport Crescent and at the west limit of Evans Boulevard for servicing stubs, DICB's and associated works.
  
- (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.

**SCHEDULE 'N'**

This is Schedule 'N' to the Subdivision Agreement dated \_\_\_\_\_ between The Corporation of the City of London and Jackson Land Corp. 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.)**

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

**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:	
- 300 mm sanitary (DC14-WW02001) - oversizing subsidy	\$11,103
- 1350 mm and 1500 mm storm sewer (DC14-MS01001) - oversizing subsidy	\$283,014
- Parks - Major Open Space Network (DC14-PR00078)	\$25,392
- Parks - Major Open Space Network Engineering Fees (DC14-PR00078)	\$3,809
Claims for developer led construction from UWRF:	
- None identified.	\$0
Claims for City led construction from CSRF:	
- None identified.	\$0
<b>Total</b>	<b>\$303,317</b>

Estimated Total DC Revenues <sup>(Note 2)</sup> (2019 Rates)	Estimated Revenue
CSRF	\$2,326,696
UWRF	\$209,464
<b>TOTAL</b>	<b>\$2,536,160</b>

- 1 Estimated Costs are based on approximations provided by the applicant and include engineering, construction and contingency costs without HST. Final claims will be determined based on actual costs incurred in conjunction with the terms of the final subdivision agreement and the applicable By-law.
- 2 Estimated Revenues are calculated using 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.

Reviewed by:

Date

Matt Feldberg  
 Manager, Development Services (Subdivisions)

Date

Paul Yeoman  
 Director, Development Finance

**Appendix C – Source of Finance**

**RE: Subdivision Special Provisions**  
**Summerside Subdivision Phase 13B - Drewlo Holdings Inc.**  
**Capital Budget Project ES5145 - Sanitary Sewer Internal Oversizing (Subledger 2462945)**  
**Capital Budget Project ES5429 - Storm Sewer Internal Oversizing (Subledger 2462946)**  
**Capital Budget Project PD204319 - New Major Open Space Network (Subledger 2466763)**

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

Finance & Corporate Services confirms that these works can 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:

<b><u>ESTIMATED EXPENDITURES</u></b>	<b><u>Approved Budget</u></b>	<b><u>Committed To Date</u></b>	<b><u>This Submission</u></b>	<b><u>Balance for Future Work</u></b>
<b><u>ES5145 - Sanitary Sewer Internal Oversizing</u></b>				
Construction	\$535,950	\$190,076	\$11,298	\$334,576
<b><u>ES5429 - Storm Sewer Internal Oversizing</u></b>				
Engineering	177,463	27,463		150,000
Construction	6,892,621	5,923,499	267,643	701,479
	<u>7,070,084</u>	<u>5,950,962</u>	<u>267,643</u>	<u>851,479</u>
<b><u>PD204319 - New Major Open Space Network</u></b>				
Engineering	130,000		3,876	126,124
Construction	1,000,000	15,637	25,839	958,524
	<u>1,130,000</u>	<u>15,637</u>	<u>29,715</u>	<u>1,084,648</u>
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$8,736,034</u></b>	<b><u>\$6,156,675</u></b>	<b><u>\$308,656</u></b>	<b><u>\$2,270,703</u></b>

**SOURCE OF FINANCING**

<b><u>ES5145 - Sanitary Sewer Internal Oversizing</u></b>				
Drawdown from Industrial Oversizing - Sewer R.F.	\$12,200	\$4,327	\$257	\$7,616
Drawdown from City Services - Sanitary Sewer R.F. (Development Charges) 2)	523,750	185,749	11,041	326,960
	<u>535,950</u>	<u>190,076</u>	<u>11,298</u>	<u>334,576</u>
<b><u>ES5429 - Storm Sewer Internal Oversizing</u></b>				
Drawdown from Sewage Works R.F.	25,300	21,295	958	3,047
Drawdown from City Services - Major SWM Reserve Fund (Development Charges) 2)	7,044,784	5,929,667	266,685	848,432
	<u>7,070,084</u>	<u>5,950,962</u>	<u>267,643</u>	<u>851,479</u>
<b><u>PD204319 - New Major Open Space Network</u></b>				
Debenture Quota 3)	478,800	6,626	12,591	459,584
Drawdown from City Services - Parks & Recreation R.F. (Development Charges) 2)	651,200	9,011	17,124	625,064
	<u>1,130,000</u>	<u>15,637</u>	<u>29,715</u>	<u>1,084,648</u>
<b>TOTAL FINANCING</b>	<b><u>\$8,736,034</u></b>	<b><u>\$6,156,675</u></b>	<b><u>\$308,656</u></b>	<b><u>\$2,270,703</u></b>

1) <b><u>Financial Note - Construction</u></b>	<b><u>ES5145</u></b>	<b><u>ES5429</u></b>	<b><u>PD204319</u></b>	<b><u>Total</u></b>
Contract Price	\$11,103	\$263,014	\$25,392	\$299,509
Add: HST @13%	1,443	34,192	3,301	38,936
Total Contract Price Including Taxes	12,546	297,206	28,693	\$338,445
Less: HST Rebate	1,248	29,563	2,854	33,665
Net Contract Price	<u>\$11,298</u>	<u>\$267,643</u>	<u>\$25,839</u>	<u>\$304,780</u>
<b><u>Financial Note - Engineering</u></b>				
Contract Price			\$3,809	\$3,809
Add: HST @13%			495	495
Total Contract Price Including Taxes			4,304	\$4,304
Less: HST Rebate			428	428
Net Contract Price			<u>\$3,876</u>	<u>\$3,876</u>
<b>Total - Construction &amp; Engineering</b>	<b><u>\$11,298</u></b>	<b><u>\$267,643</u></b>	<b><u>\$29,715</u></b>	<b><u>\$308,656</u></b>

2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Study completed in 2014.

**Note to City Clerk:**

3) Administration hereby certifies that the estimated amounts payable in respect of this project does not exceed the annual financial debt and obligation limit for the Municipality of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02 made under the Municipal Act, and accordingly the City Clerk is hereby requested to prepare and introduce the necessary authorizing by-laws.

An authorizing by-law should be drafted to secure debenture financing for project PD204319 New Major Open Space Network for the net amount to be debentured of \$478,800.