

## 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: Foxhollow North Kent Development Inc.  
1284 and 1388 Sunningdale Road West  
Kent Subdivision Phase 3B - Special Provisions

**Meeting on:** September 21, 2020

## 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 Foxhollow North Kent Development Inc. for the subdivision of land over Part of Lot 23, Concession 5, (Geographic Township of London), City of London, County of Middlesex, situated on the south side of Sunningdale Road West, between Wonderland Road North and Hyde Park Road, and on the north side of the Heard Drain, municipally known as 1284 and 1388 Sunningdale Road West;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Foxhollow North Kent Development Inc. for the Kent Subdivision, Phase 3B (39T-04510-3B) 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 Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

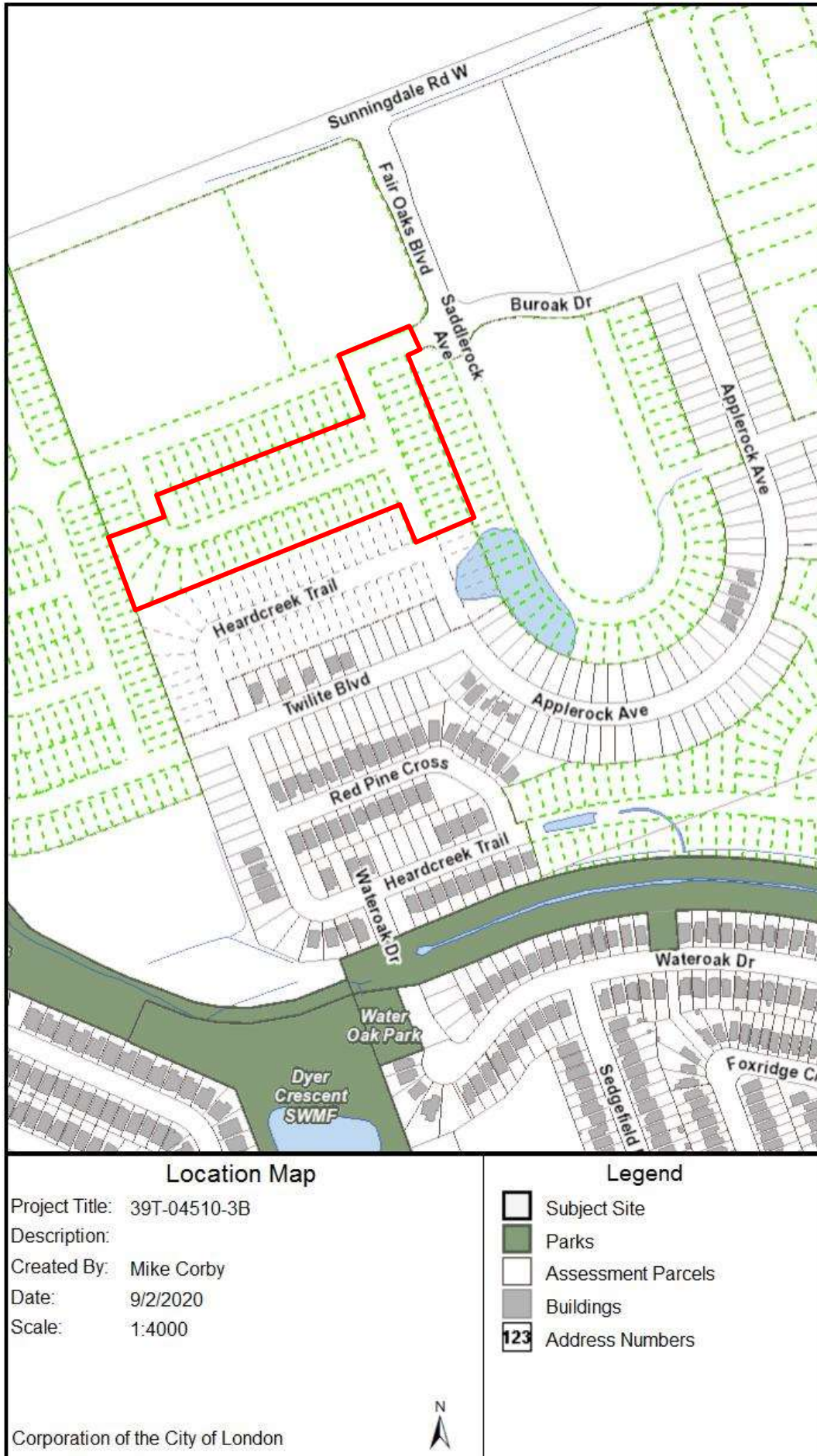
## Analysis

### 1.0 Site at a Glance

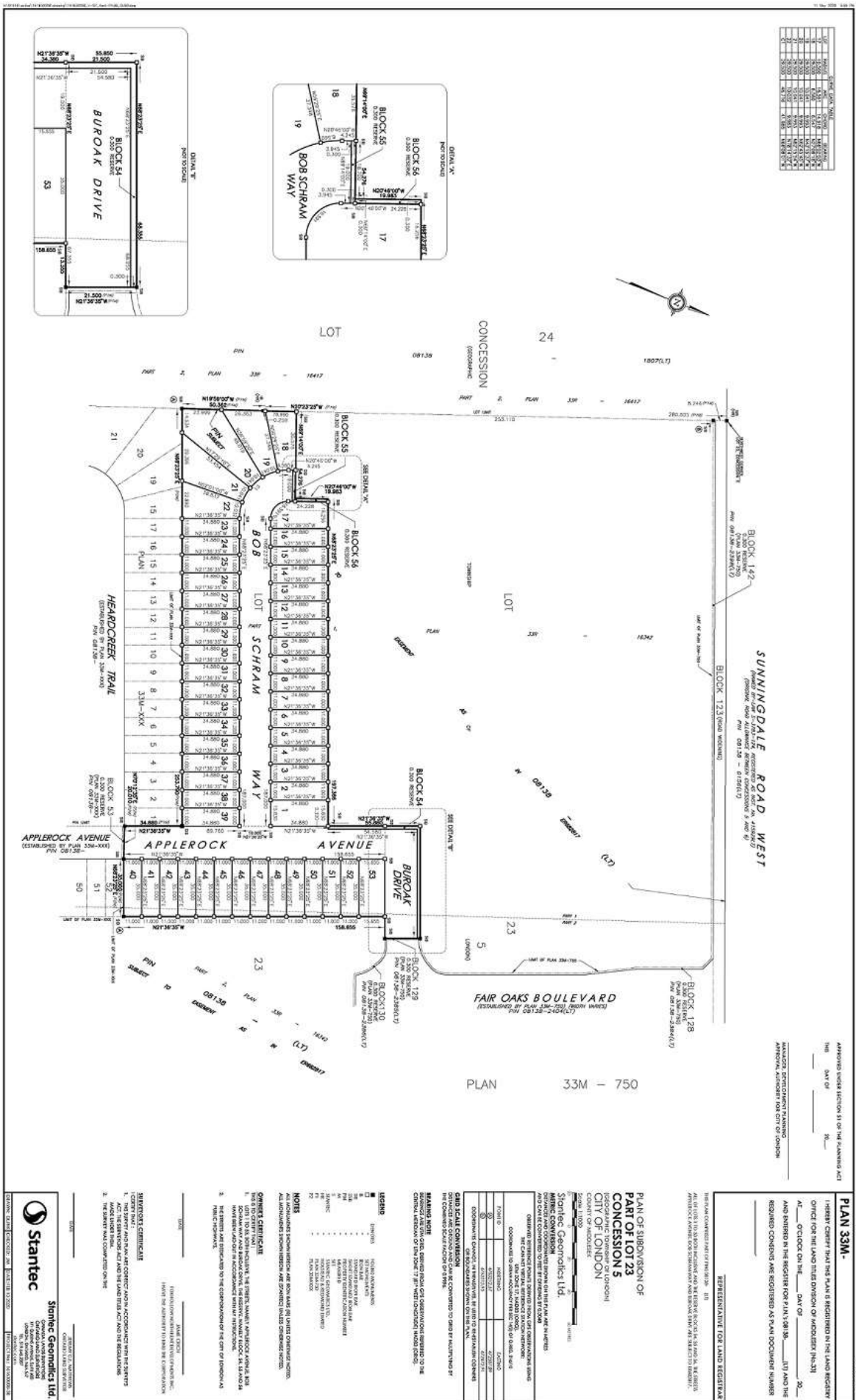
#### 1.1 Property Description

The subject lands are located in the northwest quadrant of the City and are included in the Foxhollow Community Plan. The lands are on the south side of Sunningdale Road West along the edge of the Urban Growth Boundary. Phase 3B of the subdivision is located just north of Headcreek Trail, west of Saddlerock Ave and south of the future Buroak Drive extension. The phase will consist of 53 single detached lots with approximately 11m frontages.

### 1.2 Location Map



1.3 Kent Subdivision Phase 3B Plan



## 2.0 Description of Proposal

### 2.1 Development Proposal

The proposed plan of subdivision was part of Phase 3 of the original subdivision which has now been split into sub phases. The applicant is seeking to register Phase 3B of the subdivision which consists of 53 low density lots (Lots 1-53), and two (2) 0.3 m reserve blocks (Blocks 54, 55, 56), all served by one (1) local street (Bob Schram Way).

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.

<b>Prepared by:</b>	<b>Mike Corby, MCIP, RPP Senior Planner, Development Services</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.	

September 14, 2020

CC: Lou Pompilli, Manager, Development Planning  
Ted Koza, Development Engineering  
Matt Feldberg, Manager, Development Services (Subdivisions)

MC/JAR Y:\Shared\DEVELOPMENT SERVICES\5 - Documentation Coordinator\Working Files\39T-04510 - Kent - Phase 3 (MC)\39T-04510 - Kent - Phase 3B\Subdivision Agreement\Draft 39T-04510-3B-PEC RECOMMENDATION REPORT.docx

## Appendix A – Special Provisions

### 15. PROPOSED SCHOOL SITES

**Remove** Subsections 15.3 to 15.8 as there are no School Blocks within this Plan.

- ~~15.3~~ 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.
- ~~15.4~~ 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.
- ~~15.5~~ The School Boards may waive the right to purchase by giving notice to the Owner and the City as provided elsewhere in this Agreement.
- ~~15.6~~ 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.
- ~~15.7~~ 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.
- ~~15.8~~ 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 its obligations under this Agreement.

### 24.1 STANDARD REQUIREMENTS

**Add** the following Special Provisions:

1. The Owner acknowledges that the City shall retain the existing easement ER682817 (registered December 23, 2009 in accordance with the Heard Drain agreement dated December 1, 2009) over lands external to this Plan.
2. 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.
3. 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.
4. The Owner shall include in all agreements of purchase and sale and registered on the title of all Lots/Blocks in this plan a warning clause advising the purchaser/transferee that these Lots/Blocks are not to be developed until the

existing services are removed, alternate services are installed if necessary to replace the existing private services and the existing easement is quit claimed to the satisfaction of the City.

5. 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 Bob Schram Way outside this Plan, an amount of \$5,000.
  - (ii) Removal of automatic flushing devices/blowoffs in future at north limit of Bob Schram Way and west limit of Buroak Drive, an amount of \$5,000 each flusher for a total amount of \$10,000 as per accepted engineering drawings.

## 24.2 CLAIMS

Remove Section 24.2 in its entirety as there are no eligible claims within this Plan.

- ~~(a) Where the proposed development calls for the construction of works, and where the Owner is of the opinion that such works are eligible to be funded in whole or in part from Development Charges as defined in the Development Charges By-law, and further, where such works are not oversized pipe works (sanitary, storm or water — the reimbursement of which is provided for in subsidy appendices in the Development Charges By-law), then the Owner shall submit through their Professional Engineer, a Work Plan for the proposed works to be approved by the City Engineer (or designate) and City Treasurer (or designate). The Owner acknowledges that:~~
- ~~i) no work subject to a Work Plan shall be reimbursable until both the City Engineer (or designate) and City Treasurer (or designate) have reviewed and approved the proposed Work Plan; and~~
  - ~~ii) in light of the funding source and the City's responsibility to administer Development Charge funds collected, the City retains the right to request proposals for the work from an alternative consulting engineer.~~
- ~~(b) Where the Owner undertakes construction of works as a capital cost incurred on behalf of the City in accordance with this Agreement, and which are eligible for a claim made against a Development Charge Reserve Fund or the Capital Works Budget, the Owner must conform with the Development Charges By-law and policies in effect at the time the claim is made including but not limited to, requirements for a Work Plan, tendering of construction works and completeness of claims.~~
- ~~(c) The Owner may, upon approval of this Agreement and completion of the works, make application to Development Finance for payment of the sum alleged to be owing, and as confirmed by the City Engineer (or designate) and the City Treasurer (or designate). 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 \_\_\_\_\_, the estimated cost of which is \$\_\_\_\_\_;~~
- ~~(ii) for the construction of oversized sanitary sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$\_\_\_\_\_;~~
- ~~(iii) for the construction of oversized storm sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$\_\_\_\_\_;~~
- ~~(iv) for the construction of oversized watermains in conjunction with this Plan, subsidized at an estimated cost of which is \$\_\_\_\_\_;~~
- ~~(v) for the construction of left turn channelization on \_\_\_\_\_ at \_\_\_\_\_, the estimated cost of which is \$\_\_\_\_\_, as per the approved Work Plan;~~

- (vi) ~~for the engineering costs related to the construction of \_\_\_\_\_ the estimated cost of which is \$ \_\_\_\_\_, as per the approved Work Plan;~~
- (vii) ~~for the installation of street lights on \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_, the estimated cost of which is \$ \_\_\_\_\_, as per the approved Work Plan;~~
- (viii) ~~for the installation of traffic signals at the intersection of \_\_\_\_\_ and \_\_\_\_\_, when deemed warranted by the City Engineer (or designate), the estimated cost of which is \$ \_\_\_\_\_, as per the approved Work Plan;~~
- (ix) ~~for the construction of pavement widening on \_\_\_\_\_ at \_\_\_\_\_ consistent with the City's standard practice of paying claims where a Neighbourhood Connector is widened, the estimated cost of which is \$ \_\_\_\_\_. The claim will be based on a pavement widening of \_\_\_\_\_ metres for a distance of \_\_\_\_\_ metres with a \_\_\_\_\_ metre taper. The costs of the gateway treatment over and above the claimable portion shall be at the Owner's expense, as per the approved Work Plan;~~
- (x) ~~for the construction of an eligible parks pathway in connection with this Plan, at an estimated cost of which is \$ \_\_\_\_\_ as per the approved Work Plan; and~~

The anticipated reimbursements from the Capital Works Budget are: \_\_\_\_\_

- (i) ~~for the construction of \_\_\_\_\_, the estimated cost of which is \$ \_\_\_\_\_;~~
- (ii) ~~for the engineering costs related to the construction of \_\_\_\_\_, the estimated cost of which is \$ \_\_\_\_\_.~~

Any funds spent by the Owner that exceed the approved Work Plan estimates shall be at the sole risk of the Owner pending sufficient capital funding included in the City Budget.

- (d) ~~The Owner shall review and seek approval from the City for any proposed use of construction contingency that relate to claimable works outlined in the Work Plan prior to authorizing work.~~
- (e) ~~The Owner shall ensure that the City is formally invited to all construction site/progress meetings related to the claimable works associated with this Plan, including but not limited to providing a minimum of two-week notice of meetings and copies of all agenda and minutes as appropriate, all to the satisfaction of the City.~~
- (f) ~~The Owner shall provide full-time supervision by its Professional Engineer for all claimable works to be constructed in accordance with current City policies. Upon completion of these claimable works, a Certificate of Completion of Works is to be supplied to the City, pursuant to the General Provisions and **Schedule 'G'** of this Agreement.~~
- (g) ~~Upon approval of an application for a claim to a Development Charge Reserve Fund, the City shall pay the approved claim in full to the Owner subject to the limits noted above and in accordance with the Council approved "Source of Financing" and the Development Charges By-law and policies in effect at the time the claim is made.~~

## 24.6 GRADING REQUIREMENTS

Add the following new Special Provisions:

- 6. 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 owners to regrade a portion of the abutting properties, in conjunction with grading and servicing of this subdivision, to the specifications of the City, at no cost to the City.
- 7. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct the interim diversion swales at the north, west and east limits of the plans as per the accepted engineering drawings, to the satisfaction of the City.

8. The Owner shall remove all existing temporary diversions swales, etc. when the ultimate servicing is constructed and operational, all to the satisfaction of the City, at no cost to the City.

#### 24.7 SANITARY AND STORM SEWERS

**Remove** Subsection 24.9 (b) and **replace** with the following:

9.
  - (b) The Owner shall construct the storm sewers to service the Lots and Blocks in this Plan, which is located in the Medway Creek Subwatershed, and connect them to the City's existing storm sewer system being the 600 mm diameter storm sewer on Applerock Avenue and the 900 mm diameter storm sewer on Buroak Drive, as per the accepted engineering drawings, to the satisfaction of the City.

**Remove** Subsection 24.9 (j) and **replace** with the following:

10.
  - (j) 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 200 mm diameter sanitary sewer on Applerock Avenue and the 200 mm diameter sanitary sewer on Buroak Drive, as per the accepted engineering drawings, to the satisfaction of the City.

**Add** the following new Special Provisions:

11. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make adjustments to the existing Works and Services on Applerock Avenue and Buroak Drive adjacent to this Plan to accommodate the proposed Works and Services on these streets to accommodate the lots/blocks in this Plan fronting these streets (eg. private services, street light poles, traffic calming, etc.) in accordance with the approved design criteria and accepted engineering drawings, all to the satisfaction of the City Engineer, at no cost to the City. Such arrangements shall include, but not be limited to, providing sufficient notice, coordination and clarification with adjacent land owners as to what each parties consulting engineer will be required to be certified for the City for the purposes of assumption, all to the satisfaction of the City.
12. The Owner shall remove any existing temporary works on Applerock Avenue in **Plan 33M-\_\_\_\_\_** and any associated works, 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

#### 24.8 WATER SERVICING

**Add** the following new Special Provisions:

13. 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 low-level/high-level municipal system, namely, the existing 250 mm diameter watermain on Applerock Avenue and the 300 mm diameter watermain on Buroak Drive;
14. If the Owner requests the City to assume Bob Schram Way with the automatic flushing device still in operation, all as shown on this Plan of Subdivision, prior to its extension to the north, 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 Bob Schram Way 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 24.1 (\_\_\_). 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.

15. If the Owner requests the City to assume Buroak Drive with the automatic flushing device still in operation, all as shown on this Plan of Subdivision, prior to its extension to the west, the Owner shall pay to the City at the time of the assumption of this subdivision by the City the amount estimated by the City at the time, to be the cost of removing the 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 Buroak Drive 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 24.1 (\_\_\_). 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.

## 24.9 ROADWORKS

**Remove** Subsection 24.11 (p) and **replace** with the following:

16.
  - (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 register against the title of all Lots and Blocks on Applerock Avenue and Bob Schram Way 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, raised intersections, and speeds cushions, to be installed as traffic control devices, to the satisfaction of the City Engineer.

**Remove** Subsection 24.11 (q) and **replace** with the following:

17.
  - (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 via Fair Oaks Boulevard or as otherwise directed by the City.

**Add** the following new Special Provisions:

18. The Owner shall construct a temporary turning circle at the north limit of Bob Schram Way, to the satisfaction of the City Engineer and at no cost to the City. If the Owner requests the City to assume Bob Schram Way, all as shown on this Plan of Subdivision, prior to its extension to the north, 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 north limit of Bob Schram Way and completing the curb and gutter, asphalt pavement, Granular 'A', Granular 'B', sodding of the boulevard, 1.5metre concrete sidewalk, 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 Condition 24.1 (\_\_\_\_). 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 of Subdivision develop and the temporary turning circle is removed, the City will quit claim the easements which were used for temporary turning circle purposes which are no longer required at no cost to the City.

19. Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Applerock Avenue adjacent to the speed cushion location that indicate Future Speed Cushion Location, as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.
20. Prior to assumption or when required by the City Engineer, the Owner shall install one speed cushion on Applerock Avenue, including permanent signage and pavement markings as per the accepted engineering drawings, to the satisfaction of the City Engineer.
21. Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Bob Schram Way and Applerock Avenue adjacent to the raised intersection that indicate Future Raised Intersection Location, as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.
22. Prior to assumption or when required by the City Engineer, the Owner shall install the raised intersection on Applerock Avenue and Bob Schram Way, including permanent signage and pavement markings as per the accepted engineering drawings, to the satisfaction of the City Engineer.

### Planning

23. Within one (1) year of registration of the plan, the Owner shall prepare and deliver to all homeowners an education package which advises potential purchasers of the ongoing agricultural activities occurring in the vicinity. The educational package shall be prepared to the satisfaction of the City.
24. The Owner shall obtain all necessary permits from the UTRCA prior to the commencement of any soil disturbance within the regulated area under the jurisdiction of the UTRCA.
25. The Owner shall register on title and include in all Purchase and Sale or Lease Agreements the requirement that the homes to be designed and constructed on all corner lots including lots flanking the park corridor blocks in this Plan, are to have design features, such as but not limited to porches, windows or other architectural amenities that provide for a street oriented design and limited chain link or decorative fencing along no more than 50% of the exterior sideyard. Further, the owner shall obtain approval of their proposed design from the City prior to any submission of an application for a building permit for corner lots with an exterior sideyard in this Plan.

### Parks

26. No additional Conditions.

**SCHEDULE "C"**

This is Schedule "C" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between The Corporation of the City of London and Foxhollow North Kent Developments Inc. to which it is attached and forms a part.

**SPECIAL WORKS AND SERVICES**

Roadways

- Buroak Drive shall have a minimum road pavement width (excluding gutters) of 9.5 metres with a minimum road allowance of 21.5 metres.
- Applerock Avenue shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
- Bob Schram Way 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 Buroak Drive as per the accepted engineering drawings.

A 1.5 metre sidewalk shall be constructed on one side of the following streets as per the accepted engineering drawings:

- (i) Applerock Avenue – west boulevard
- (ii) Bob Schram Way – south and west boulevard

Pedestrian Walkways

There are no pedestrian walkways within this Plan.

**SCHEDULE "D"**

This is Schedule "D" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between The Corporation of the City of London and Foxhollow North Kent Developments 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:	Block 54, Block 55 and Block 56
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	NIL OR Cash payment in lieu of the 5% parkland dedication pursuant to City of London By-law C.P.-9.
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL

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

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

Temporary access to lands:	NIL
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**SCHEDULE "E"**

This is Schedule "E" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between The Corporation of the City of London and Foxhollow North Kent Developments 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:	\$ 172,273
BALANCE PORTION:	<u>\$ 976,216</u>
TOTAL SECURITY REQUIRED	\$1,148,489

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 \_\_\_\_\_, 2020, between The Corporation of the City of London and Foxhollow North Kent Developments 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:**

No multi-purpose easements are required external to this Plan as the City has blanket easements over this Plan and adjacent plans.

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

<b>Estimated DC Claims Costs – This Agreement</b>	
Claims for Owner led construction from CSRF	
Storm sewer - oversizing subsidy Watermain - oversizing subsidy Sanitary sewer - oversizing subsidy Roadworks – channelization at Street A Roadworks – internal widening Stormwater management Parks – trail, paths, parks	<b>NIL</b>
Other	<b>Nil</b>
<b>Total</b>	<b>Nil</b>
<b>Estimated DC Revenues - This Agreement (2020 rates)</b>	
CSRF TOTAL	<b>\$1,799,032</b>

**NOTES TO BE PROVIDED BY DEVELOPMENT FINANCE**

**NOTE:**

Estimated DC Revenues are calculated using current DC rates. The City employs a “citywide” approach to cost recovery for all eligible growth services, therefore the Estimated DC Claim Costs and Revenues in the table above are not directly comparable.

There are no anticipated claims associated with this development.

## Appendix C – Additional Information

### Background

The application for Draft Plan of Subdivision Approval was originally accepted on November 17, 2004. After a number of modified versions of the plan it was approved by the Approval Authority on October 14, 2009. The owner requested a three (3) year extension of draft approval in January 2012. Draft approval was extended to October 14, 2015. A six (6) month emergency extension was requested in March, 2015 which extended draft approval to April 11, 2016. On March 15, 2016 City Council requested that the Approval Authority approve the request for revision and a three year extension of the draft plan of subdivision approval for this subdivision subject to the revised conditions of draft approval.

On October 27, 2017 final approval was granted for Phase 1 of the development which consisted of 69 singled family detached lots all served by Headcreek Trail and Red Pines Cross and was registered on November 7, 2017, as 33M-730.

On September 10, 2018 a six (6) month emergency extension was approved by the City of London Approval Authority. The recommended draft approval emergency extension changed the draft approved lapse date from October 14, 2018 to April 14, 2019. On March 11, 2019 an additional 3 years extension was approved extending the draft approval lapse date has been extended until April 14, 2022

On September 26, 2018 final approval was granted on Phase 2 of the development which consisted of 120 single detached lots, 2 multi-family blocks, 3 park blocks and several 0.3m reserve blocks, all served by the extension of Buroak Drive and Heardcreek Trail, and 3 new streets, namely Twilite Boulevard, Applerock Avenue and Fair Oaks Boulevard and was registered on October 1, 2018 as 33M-750.

Originally Phase 3 was to be registered in one (1) phase, consisting of 165 single family detached lots and two (2) multi-family medium density blocks, 3 park blocks and 1 reserve block.

On March 11, 2020 a request for final approval was received for a portion of Phase 3 of the subdivision which is being called Phase 3a. The final approval consisted of 52 single detached lots served by the extension of Applerock Avenue and Heardcreek Trail final approval was granted on April 14, 2020 and registered on June 2<sup>nd</sup>, 2020 as 33M-784.