Report to Planning and Environment Committee

To: Chair and Members

Planning & Environment Committee

From: George Kotsifas, P. Eng

Deputy City Manager

Planning and Economic Development

Subject: Application By: Sunningdale Golf and Country Ltd.

600 Sunningdale Road West

Sunningdale Court Subdivision Phase 1 - Special Provisions

Meeting on: June 21, 2021

Recommendation

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Sunningdale Golf and Country Ltd. for the subdivision of land legally described as RCP 1028 PT Lot 16 RP 33R13891, PT Part 1 RP 33R16774 Parts 3 to 10 IRREG), municipally known as 600 Sunningdale Road West, located on the south side Sunningdale Road West, between Wonderland Road North and Richmond Street;

- the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Sunningdale Golf and Country Ltd. for the Sunningdale Court Subdivision, Phase 1 (39T-18501_1) attached as Appendix "A", **BE APPROVED**;
- (b) the Applicant **BE ADVISED** that Development Finance has summarized the claims and revenues <u>attached</u> as Appendix "B";
- (c) the financing for this project **BE APPROVED** as set out in the Source of Financing Report attached as Appendix "C", noting the Capital Budget adjustments;
- (d) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

Executive Summary

Seeking approval of Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Sunningdale Golf and Country Ltd. for the Sunningdale Court Subdivision Phase 1 (39T-18501 1)

Linkage to the Corporate Strategic Plan

Building a Sustainable City – London's growth and development is well planned and sustainable over the long term.

Analysis

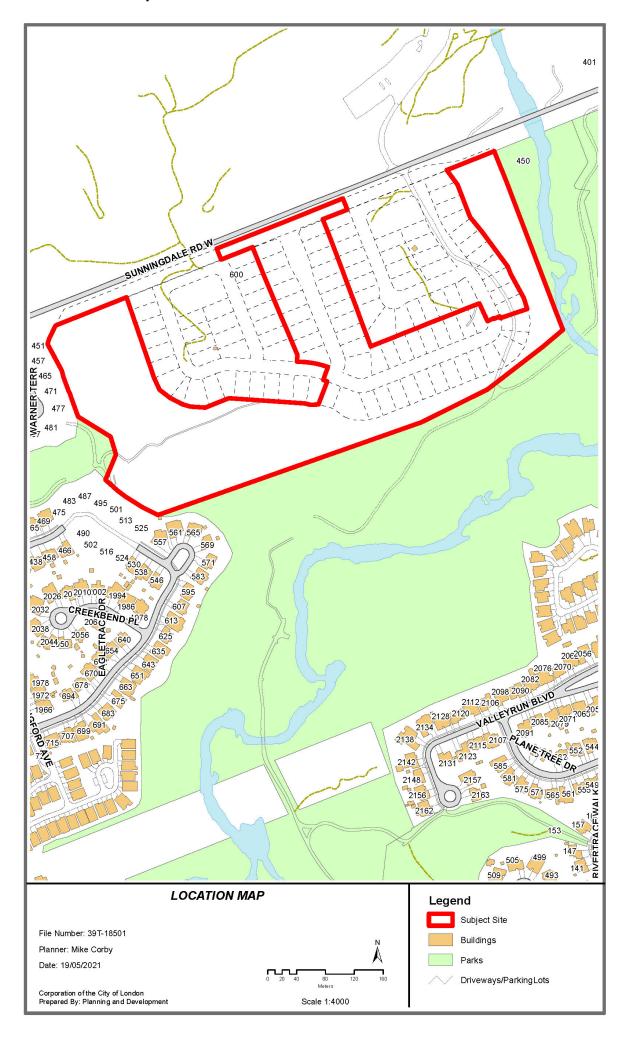
1.0 Background Information

1.1 Property Description

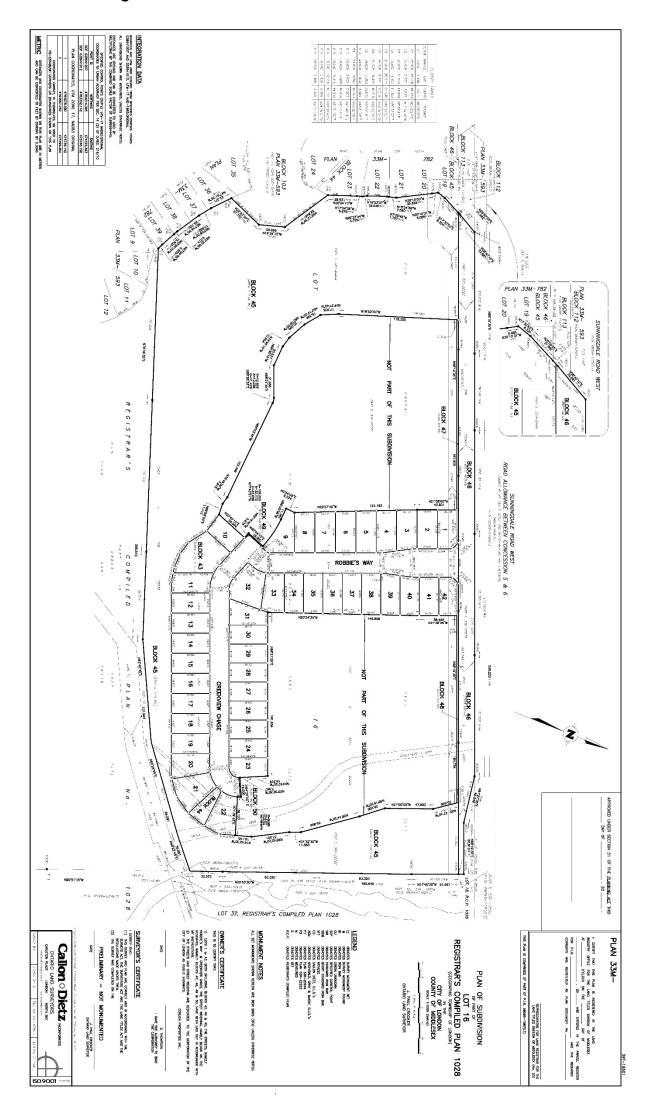
The subject site has a total area of approximately 20.6 ha and was previously operating as a part of the Sunningdale Golf courses with approximately 650 meters of frontage on Sunningdale Road West. Phase 1 is centrally located within the block and is 12.23 ha in size with one access point at Sunningdale Road from Street A. The subject site is located on the south, side of Sunningdale Road West between Richmond Street and Wonderland Road North. Sunningdale Golf Course is located to the north of the property, Medway Valley Heritage Forest Environmentally Significant Areas lay to the

east, south and west of the property with other subdivisions located past the boundaries of the Medway Valley Heritage Forest lands.

1.2 Location Map



1.3 Sunningdale Court Subdivision Phase 1



2.0 Discussion and Considerations

2.1 Development Proposal

Phase 1 of the plan of subdivision will consist of forty-two (42) single detached lots (Lots 1 to 42), Three (3) Open Space Blocks (Blocks 43, 44 and 45), and two (2) new local streets (Robbie's Way and Creekview Chase).

The recommended special provisions for the proposed Phase 1 Subdivision Agreement are found at Appendix A of this report. Staff has reviewed these special provisions with the Owner who is in agreement with them.

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

3.0 Financial Impact/Considerations

3.1 Financial Securities

Through the completion of the works associated with this application fees, development charges and taxes will be collected. Outside of the DC eligible items outlined in the attached Source of Financing (Appendix C).

The Sunningdale SWMF 6A was included under the 2014 DC Background Study (2014-DC) following the preferred regional stormwater servicing solution for this area as identified in the 2008 Sunningdale Road Improvements – Wonderland Road to Adelaide Street Municipal Class EA. The 2014-DC allocated a budget of 1.7M in 2014 dollars for this wet SWMF 6A. In 2017, through a review by the Owner's Consulting Engineer, an alternative design solution in lieu of SWMF 6A was identified which incorporated an Oil Grit Separator (OGS) with a preliminary budget that was carried forward of \$300,000. Through detailed design, the OGS required downstream outlet works which were not included in the preliminary budget estimate. The 2021 updated budget estimate for the OGS and downstream outlet works is \$407,743 plus \$61,031 engineering fees (in 2021 dollars) which is recommended to be carried forward under this Subdivision Agreement and budget amendment.

4.0 Key Issues and Considerations

The key issues and considerations have been reviewed and addressed through the draft plan of subdivision approval process and subdivision agreement conditions.

Conclusion

Planning and Development staff are satisfied with the proposed special provisions for the Sunningdale Court Subdivision – Phase 1, and recommend that they be approved; and, that the Mayor and the City Clerk be authorized to execute the Subdivision Agreement, any amending agreements and all documents required to fulfil its conditions.

Prepared by: Mike Corby, MCIP, RPP

Senior Planner, Planning & Development

Recommended by: Gregg Barrett, AICP

Director, Planning and Development

Submitted by: George Kotsifas, P. Eng.

Deputy City Manager,

Planning and Economic Development

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.

CC: Matt Feldberg, Manager, Subdivisions and Condominiums Bruce Page, Manager, Subdivision Planning Peter Kavcic, Manager, Subdivision Engineering

June 14, 2021

GK/PY/MC/jar

Appendix A - Special Provisions

5. STANDARD OF WORK

Add the following new Special Provision:

1. The Owner shall register against the title of Lots which are adjacent to a **storm** and sanitary sewer, which includes Lots 21 and 22 in this Plan and all other affected Lots shown on the accepted plans and drawings, and shall include this information in the Agreement of Purchase and Sale or Lease for the transfer of each of the 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 **storm**, **or sanitary sewer**, lead located in the setback areas. This protects these **sewers f**rom 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.

6. SOILS CERTIFICATE/GEOTECHNICAL

Add the following new Special Provisions:

2. The Owner shall have its Professional Engineer ensure that all geotechnical issues, including erosion, maintenance and structural setbacks related to slope stability associated with the Medway Creek, existing ravines and Block 45 are adequately addressed for the subject lands, as per the accepted engineering drawings and all to the satisfaction of the City Engineer.

10. COMPLETION, MAINTENANCE, ASSUMPTION AND GUARANTEE

Add the following new Special Provision:

3. Notwithstanding the End of Warranty period indicated in an Assumption By-law, the warranty period shall be deemed not to have expired until an End of Warranty inspection has been completed by the City and an End of Warranty Certificate shall be issued by the City before the release of any remaining security, all to the satisfaction of the City.

15. PROPOSED SCHOOL SITES

4.

Remove Subsections 15.3 to 15.8 as there are no school blocks in 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 was waived as the case may be, to purchase the site for municipal purposes and may exercise the right by giving notice to the Owner as provided elsewhere in this Agreement and the transaction of purchase and sale shall be completed no later than sixty (60) days

from the date of giving notice.

- 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:

at no cost to the City.

- 5. 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,
- 6. Prior to assumption of this subdivision in whole or in part by the City, and as a condition of such assumption, the Owner shall pay to the City Treasurer the following amounts as set out or as calculated by the City, or portions thereof as the City may from time to time determine:
 - (i) For the removal of the temporary turning circle on Creekview Chase outside this Plan, an amount of \$ 5,000.
 - (ii) Removal of automatic flushing devices/blowoffs in future, an amount of \$5.000 for each flusher.
 - (iii) For the future removal of temporary works, an amount of \$7,630.

24.2 CLAIMS

7.

Remove Subsection 24.2 (c) and replace with the following:

(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 oversized sanitary sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$96,825;
- (ii) for the construction of the stormwater management OGS Treatment System and Outlet which replaces the Sunningdale SWMF 6A, the estimated cost of which is \$407,743, as per the approved Work Plan;

- (iii) for the engineering costs related to the construction of the stormwater management OGS Treatment System and Outlet which replaces the Sunningdale SWMF 6A, the estimated cost of which is \$61,030, as per the approved Work Plan;
- (iv) for the construction of the stormwater management works within Block 103 under Plan 33M-593 (Sunningdale SWMF 6B), the estimated cost of which is \$113,332, as per the approved Work Plan;
- (v) for the engineering costs related to the construction of the stormwater management works within Block 103 under Plan 33M-593 (Sunningdale SWMF 6B), the estimated cost of which is \$21,915, as per the approved Work Plan;
- (vi) for the construction of the Open Space Pathway Network on Blocks 34, 43 and 45, the estimated cost of which is \$322,824, as per the approved Work Plan;
- (vii) for the engineering costs related to the construction of the Open Space Pathway Network on Blocks 34, 43 and 45, the estimated cost of which is \$49,756, as per the approved Work Plan;

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.

Add the following new Special Provision:

8. The Owner is advised that the stormwater management works within SWM Block 103 under this Plan of Subdivision shall replace the claimable works listed under section 24.2 of the Sunningdale West Phase 2 Subdivision Agreement (ER136002) and that a claim will not be accepted under the for Sunningdale West Phase 2 Subdivision Agreement (ER136002) once this Plan of Subdivision is registered.

24.5 EROSION AND SEDIMENT CONTROL

Add the following new Special Provisions:

- 9. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct and have operational temporary sediment and erosion control works in this Plan as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
- 10. All temporary erosion and sediment control measures installed in conjunction with this Plan shall be decommissioned and/or removed when warranted or upon placement of Granular 'B' as per accepted engineering drawings, all to the satisfaction of the City Engineer and at no cost to the City.

24.6 GRADING REQUIREMENTS

Add the following new Special Provisions:

- 11. The Owner shall grade the site in accordance with the Council approved Sunningdale Road Environmental Assessment (EA) as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- 12. The Owner shall have the common property line of Sunningdale Road West graded in accordance with the City of London Standard "Subdivision Grading Along Arterial Roads" and the Sunningdale Road EA, as per the accepted engineering drawings, at no cost to the City.
- 13. The Owner shall register against the title of Lots 21 and 22 in this Plan, and shall include in the Agreement of Purchase and Sale for the transfer of each of the

said Lots, as an overland flow route is located between 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 lot grading and drainage to impact the overland flow route, as shown on the accepted lot grading and engineering 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.

- 14. The Owner shall maintain the existing overland flow route between Lots 21 and 22 as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- 15. Prior to construction, the Owner shall have its Professional Engineer provide shop drawings, certified by a structural engineer, of the proposed noise walls fronting Sunningdale Road West, to the satisfaction of the City.
- 16. Prior to the issuance of a Certificate of Conditional Approval, the Owner shall remove and relocate any earth stockpile generally located in this Plan, if necessary, all to the satisfaction of the City and at no cost to the City.
- 17. Prior to occupancy for Lots 1 and 42 in this Plan, the Owner shall construct the proposed noise wall fronting Sunningdale Road West at the side property lines for Lots 1 and 42 and Lots 25-2 and 20-3 external to this Phase as shown on the accepted engineering drawings and have its Professional Engineer certify that the said walls were constructed in accordance with the accepted engineering drawings, all to the satisfaction of the City.
- 18. Prior to the issuance of any Certificate of Conditional Approval, in order to develop this site, the Owner shall make arrangements with any adjacent property owner for any regrading on external lands, in conjunction with grading and servicing of this subdivision, to the specifications of the City, at no cost to the City.
- 19. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall provide temporary interim grading, ditching, berms, swales, storm sewer and catchbasins at the rear of the lots in this Plan, external to this Plan, and provide all necessary easements, as per the accepted engineering drawings, all to the satisfaction of the City.
- 20. The Owner shall remove the temporary works when adjacent lands develop in the future, to the satisfaction of the City.

24.7 STORM WATER MANAGEMENT

Add the following new Special Provisions:

- 21. Prior to the issuance of any Certificate of Conditional Approval for this Plan, the Owner shall have the major overland flow chamber, the downstream outfall structure, rip rap open channel and headwall to Medway Creek constructed and operational in accordance with the accepted engineering drawings and the accepted Stormwater Management Report to the specifications and satisfaction of the City, at no cost to the City. The outfall structure will include the construction of a channel from the headwall to Medway Creek floodplain to the satisfaction of the City and UTRCA.
- 22. Prior to the issuance of any Certificate of Conditional Approval for this Plan, the Owner shall have implemented a grading and drainage system on Sunningdale Road West as per the accepted engineering drawings for Phase 1 and Blocks 43, 44 and 45 including all culverts and rip-rap protection constructed and operational in accordance with the accepted servicing drawings and accepted

Stormwater Management Report to the specifications and satisfaction of the City and UTRCA, at no cost to the City. Prior to the issuance of any Certificate of Conditional Approval or as otherwise directed by the City, dependant on seasonal constraints, the construction of asphalt maintenance access road associated with this grading and drainage system shall be connected to existing asphalt accesses as required.

- 23. Prior to the issuance of any Certificate of Conditional Approval for this Plan, the Owner shall have its consulting Professional Engineer submit a monitoring and maintenance strategy to the City for review and acceptance outlining a program for the monitoring and maintenance of the Oil grit separator (OGS) in this Plan, if any, all to the satisfaction of the City, at no cost to the City.
- 24. Prior to assumption, the Owner shall complete the following, at no cost to the City, all to the satisfaction of the City:
 - Operate, maintain, inspect, monitor and protect the Oil Grit Separator (OGS), including correcting any deficiencies as soon as they are detected, in accordance with the accepted maintenance and monitoring program; and.
 - ii) have its consulting Professional Engineer submit monitoring reports submitted quarterly in accordance with the accepted maintenance and monitoring program.
- 25. 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.
- 26. The Owner shall restore any disturbed areas external to this Plan as a result of construction associated within this Plan to existing or better conditions, to the satisfaction of the City.

24.8 SANITARY AND STORM SEWERS

27.

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

(b) The Owner shall construct storm sewers to serve this Plan, located within the Medway Creek Subwatershed, and outlet them to the Medway Creek via the internal storm sewer system and proposed 250 year storm chamber and outfall structures in accordance with the accepted engineering drawings, to the satisfaction of the City.

28.

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

(j) The Owner shall construct sanitary sewers to serve this Plan, including external lands, and connect them to the existing municipal sewer system, namely, the 750 mm diameter Medway Trunk Sanitary Sewer in accordance with the accepted engineering drawings, to the satisfaction of the City.

Add the following new Special Provisions:

29. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall decommission the existing sanitary forcemain through this Plan and across Sunningdale Road and construct a new sanitary forcemain as per the accepted engineering drawings which connects to the 450 mm sanitary sewer north of Sunningdale located within 259 Sunningdale Road West lands, and provide any necessary easements, to the satisfaction of the City, at no cost to the City.

- 30. The Owner shall maintain the section of sanitary sewer within and external to this Plan described from CAP5 to S11, all to the satisfaction and at no cost to the City, until said works are assumed by the City through the development of the lands to the north of Sunningdale Road or at any earlier time, as directed by the City, in its sole discretion. At the time of assumption of the works contained in this subdivision, the City will not assume the section of the sanitary sewer works that are described above. No security shall be held for this section of sanitary sewer not assumed after End of Warranty, unless required as a result of construction defects or from City review. The Owner shall be responsible for all maintenance. The City shall not be liable for any maintenance of rehabilitation until lands to the north develop.
- 31. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall provide the City with shop drawings for the decorative headwall, handrail and grate for acceptance by the City.
- 32. The Owner shall remove and dispose of any existing sewers (eg. Interim sanitary forcemain) and manholes no longer required on Block 44 and external to this Plan, as per the accepted engineering drawings, all to the satisfaction of the City.
- 33. The Owner shall remove the existing irrigation lines south of Sunningdale Road West in this Plan and the existing irrigations lines on the north side of Sunningdale Road West shall be cut, capped and abandoned, as per the accepted engineering drawings, all to the specifications and satisfaction of the City.
- 34. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct an Oil Grit Separator, sanitary and storm servicing and all appurtenances and a maintenance access through Block 44 in this Plan, and provide the necessary easements, as per the accepted engineering drawings, all to the specifications and satisfaction of the City.
- 35. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct storm sewers, rip rap outlets, proposed ditching, grading, corrugated steel pipes (CSPs) and all other appurtenances on Sunningdale Road West, external to this Plan, as identified on the accepted engineering drawings for Phase 1, all to the specifications and satisfaction of the City, at no cost to the City.
- 36. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall provide an interim storm sewer and catchbasins at the rear of the lots in this Plan, external to this Plan, and provide any necessary easements, as per the accepted engineering drawings, all to the satisfaction of the City. The Owner shall remove the temporary works when adjacent lands develop in the future, to the satisfaction of the City.
- 37. The Owner shall remove any temporary catchbasins and the existing easements may be quit claimed, all to the satisfaction and specifications of the City Engineer and at no cost to the City.
- 38. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make all necessary arrangements to construct new services and make adjustments to the existing works and services on Sunningdale Road West, adjacent to this Plan to accommodate the proposed works and services on this street to accommodate the lots in this Plan (eg. private services, traffic calming, etc.) in accordance with the approved design criteria and accepted engineering drawings for Phase 1, 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, co-ordination 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.

39. The Owner shall connect all existing field tiles, if any, into the proposed storm sewer system as per the accepted engineering drawings, to the satisfaction of the City.

24.9 WATER SERVICING

Add the following new Special Provisions:

- 40. 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:
 - construct watermains to serve this Plan and connect them to the existing low-level/high-level municipal system, namely, the existing 900 mm diameter watermain on Sunningdale Road West as per the accepted engineering drawings.
- 41. If the Owner requests the City to assume Creekview Chase 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 sanitary sewer system on Creekview Chase 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.

24.10 ROADWORKS

42.

Remove Subsection 24.11 (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 register against the title of all Lots and Blocks on Robbie's Way and Creekview Chase 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 speed cushions, to be installed as traffic control devices, as per the accepted engineering drawings, to the satisfaction of the City Engineer.
 - (iii) The Owner shall install speed cushions in this Plan of Subdivision as per the accepted engineering drawings, to the satisfaction of the City.
 - (iv) Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Robbie's Way and Creekview Chase adjacent to the speed cushions locations that indicate Future Speed Cushion Location, as identified on the accepted engineering drawings, to the satisfaction of the City Engineer.

- (v) Prior to assumption or as requested by the City, the Owner has the opportunity to evaluate and provide a study to determine whether the speed cushions are required. The Owner may be required to add additional traffic calming measures as determined by the City.
- (vi) Prior to assumption or when required by the City Engineer, the Owner shall install the speed cushions on Robbie's Way and Creekview Chase, including permanent signage and pavement markings, as per the accepted engineering drawings, to the satisfaction of the City Engineer.

43.

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

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

Add the following new Special Provisions:

44. The Owner shall construct a temporary turning circle at the east limit of Creekview Chase, to the satisfaction of the City Engineer and at no cost to 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.

45. Barricades are to be maintained at east and west limits of Creekview Chase and Valleystream Walk until lands to the east and west develop, or until assumption of this Plan of Subdivision or as otherwise directed by the City. When lands to the east and west develop 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.

- 46. Prior to any work on the site, the Owner shall install signage advising construction traffic that loads on Sunningdale Road West are restricted to a maximum weight of five (5) tonnes per axle for any vehicle travelling on this road during the period March 1 to April 30, inclusive in any year.
- 47. Within 6 months of the issuance of any Certificate of Conditional Approval, the Owner shall install temporary street lights at the intersection of Robbie's Way

- and Sunningdale Road West, to the satisfaction of the City Engineer and at no cost to the City.
- 48. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall undertake all work necessary and complete any required road works to establish adequate sight decision distance at the intersection of Robbie's Way and Sunningdale Road, if required, based on the timing of any City led works, to the satisfaction of the City Engineer, at no cost to the City.
- 49. The Owner acknowledges that the City, in accordance with the City's current Growth Management Implementation Strategy (GMIS) may be reconstructing Sunningdale Road West. Both the Owner and the City shall co-operate, as necessary, and co-ordinate the work associated with this Plan with the City's proposed construction of Sunningdale Road West, adjacent to the north boundary of this Plan, to complete the project, to the satisfaction of the City and at no cost to the City.
- 50. In conjunction with registration of this Plan, the Owner shall provide a road widening dedication on Sunningdale Road West in accordance with the Council approved Sunningdale Road Environmental Assessment (EA) to the satisfaction of the City Engineer.
- 51. The Owner shall construct a gateway treatment on Robbie's Way, from Sunningdale Road West to the south, as per the accepted engineering drawings, all to the specifications and satisfaction of the City Engineer.
- 52. The Owner shall remove existing infrastructure, including but not limited to, CICBs, DICBs, ditching, curbs, etc. on Sunningdale Road West and relocate/restore/construct associated works as per the accepted engineering drawings for Phase 1, all to the specifications and satisfaction of the City.
- 53. The Owner shall maintain the storm and sanitary sewer and maintenance access (to service the storm and sanitary sewer) over lands external to this Plan as required herein until the said sewers and maintenance access are assumed by the City, all to the satisfaction of the City Engineer and at no cost to the City.

24.12 PARKS

Add the following new Special Provisions:

<u>Parks</u>

- 54. The Owner shall dedicate Blocks 43, 44, and 45 to the City as partial fulfillment of the required parkland dedication. The Owner acknowledges that there is a deficiency of parkland dedication in the amount of 0.206 ha and that this deficiency shall be fulfilled through dedications associated with the future development of lands by the Owner north of Sunningdale Road and east of Wonderland Road.
- 55. Within one (1) year of registration, the Owner shall construct fencing without gates in accordance with the approved engineering drawings, to the satisfaction of the City. The Owner agrees that the City of London will not participate, either financially or otherwise, in any maintenance, repair or replacement associated with the fences constructed, as they will be constructed wholly on private lands.
 - The Owner agrees to register on title restrictive covenants for lots abutting park and open space blocks that are to have fencing constructed wholly on private property to acknowledge and agree that the City of London will not participate, either financially or otherwise, in any maintenance, repair or replacement associated with the fences constructed, as per the servicing drawings approved by the City Engineer.

- 56. Within one (1) year of registration of this Plan, the Owner shall grade, service and seed Blocks 43 and 44 in accordance with the approved engineering plans, to the satisfaction of the City.
- 57. The Owner shall not grade into any open space areas. Where lots or blocks abut an open space area, all grading of the developing lots or blocks at the interface with the open space areas are to match grades to maintain exiting slopes, topography and vegetation. In instances where this is not practical or desirable, any grading into the open space shall be to the satisfaction of the City.
- 58. Prior to any construction, site alteration or installation of services, robust silt fencing/erosion control measures must be installed and certified with site inspection reports submitted to the Development Services monthly during development activity along the edge of the woodlot.
- 59. All parkland/open space blocks shall be sufficiently protected from sediment throughout the construction period. A sediment barrier shall be established along the park block limits to the satisfaction of the City.
- 60. Within one (1) year of registration, the Owner shall construct a multi-use path, maintenance access and corrugated steel pipes (CSPs) on Open Space Blocks and all associated works as per the accepted engineering drawings, all to the specifications and satisfaction of the City.
- 61. Within one (1) year of registration, the Owner shall remove a portion of existing asphalt access and reconstruct a portion of the existing asphalt access external to this Plan to match new path grades and construct all necessary works, as per the accepted engineering drawings, all to the specifications and satisfaction of the City.
- 62. The Owner shall prepare and deliver to all homeowners an education package which explains the stewardship of natural area, the value of existing tree cover and the protection and utilization of the grading and drainage pattern on these lots. The educational package shall be prepared to the satisfaction of the City.

24.13 PLANNING

Add the following new Special Provisions:

- 63. The Owner shall include in all Purchase and Sale Agreements a warning clause advising future residents of nearby agricultural operations and its potential impact on residential uses by owners.
- 64. The Owner shall install a 1.8 metre high noise barrier, on lots 1 and 42 as recommended in the Noise Assessment prepared by LDS Consultants Inc. dated April 17, 2019. Property Owners of these lots are to be advised that they shall not tamper with the barrier and will be responsible for its long term maintenance.
- 65. The Owner shall register against the title of Lots 1-2 and 41-42 in this Plan, and include in the Agreement of Purchase and Sale for the transfer of the said Lots, a warning clause as follows:
 - "This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done so as to comply with noise criteria of MOE Publication NPC-216, Residential Air Conditioning

Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"

"Purchasers / tenants are advised that sound levels due to increasing road (rail) (air) traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of the Environment's noise criteria."

66. The Owner shall register against all residential lots and Blocks, and include in the Agreement of Purchase and Sale for the transfer of the said Lots, a warning clause as follows:

"The City of London assumes no responsibility for noise issues which may arise from the existing or increased traffic of Sunningdale Road West as it relates to the interior or outdoor living areas of any dwelling unit within the development. The City of London will not be responsible for constructing any form of noise mitigation for this development."

67. The Owner shall register on title and include in all Purchase and Sale Agreements the requirement that the homes to be designed and constructed on lots 1 and 42 in this Plan, are to have design features, such as but not limited to porches, windows or other architectural elements that provide for a street oriented design except where a required noise wall has been approved abutting the exterior side yard, (Sunningdale Road West road frontage). Further, the Owner shall obtain approval of their proposed design from the Director, Development Services and/or his/her designate prior to any submission of an application for a building permit for lots 1 and 42.

Ecology

- 68. In accordance with the approved rehabilitation plan, the Owner shall complete and submit to the City an annual qualitative vegetation monitoring report to be completed for a period of two (2) years following the rehabilitation of the buffer area to ensure the viability and healthy establishment of the seeded areas and (trans) planted specimens to the satisfaction of the City.
- 69. In accordance with the approved Tree Preservation Plan, the Owner shall install six (6) bat boxes, within Block 45, as per the approved design drawings. The Owner shall provide an additional nine (9) bat boxes to the City for their future use / installation in appropriate locations city-wide, at no cost to the City.
- 70. Prior to the commencement of development and the removal of the old structures (restroom and rain shelter) associated with the existing golf course use, an environmental professional will confirm if barn swallow nests exist within these structures as they have been observed foraging on the subject lands. The environmental professional will report their findings to the City of London. If barn swallow nests exist, Notice of Activity must be provided pursuant the Endangered Species Act and O. Reg 242/08 and the nest cannot be disturbed / structures demolished during the "barn swallow active season" (generally May 1 to August 31). For each nest removed / destroyed, a substitute nest cup must be installed within a suitable building or structure, as per O. Reg 242/08.

SCHEDULE "C"

This	is Schedule "C" to the Subdivision Agreement dated this _	day of
	, 2021, between The Corporation of the City of Londor	and Corlon Properties
Inc.	to which it is attached and forms a part.	•

SPECIAL WORKS AND SERVICES

Roadways

- Robbie's Way shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres.
- Creekview Chase and Valleystream Walk shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 19 metres
- Robbie's Way, from Sunningdale Road West to 45 metres south of Sunningdale Road West shall have a minimum road pavement width (including concrete island, excluding gutters) of 11.0 metres with a minimum road allowance of 28.0. The widened road on Robbie's Way shall be equally aligned from the centreline of the road and tapered back to the 8.0 metre road pavement width (excluding gutters) and 20.0 metre road allowance for this street, with 30 metre tapers on both street lines.

Sidewalks

A 1.5 metre (5 foot) sidewalk shall be constructed on both sides of Robbie's Way.

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

(i) Creekview Chase – south boulevard

Pedestrian Walkways

There are no pedestrian walkways in this Plan of Subdivision.

SCHEDULE "D"

This is Schedule "D" to the Subdivision	Agreement dated this _	day of
, 2021, between The Corporation	on of the City of Londor	and Corlon Properties
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 47, 48, 49 and 50

Road Widening (Dedicated on face of plan): Block 46

Walkways: NIL

5% Parkland Dedication: Block 43, 44 and 45

Dedication of land for Parks in excess of 5%: NIL Stormwater Management: NIL

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

School Site: NIL

LANDS TO BE HELD IN TRUST BY THE CITY:

Temporary access: NIL

SCHEDULE "E"

This is Schedule "E" to the Subdivision Agreement dated this	day of,
2021, between The Corporation of the City of London and Cor	rlon Properties 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: \$ 722,519 BALANCE PORTION: \$4,094,273 TOTAL SECURITY REQUIRED \$4,816,792

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 <u>Initial Construction of Services and Building Permits</u>, 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 ACT, R.S.O. 1990.

SCHEDULE "F"

This is	s Schedule "F" to the Subdivision Agreement dated this _	day of
2021,	, between The Corporation of the City of London and Corlo	on Properties Inc. to
which	n it is attached and forms a part.	·

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

Multi-Purpose Easements:

- (a) Multi-purpose easements for servicing shall be deeded to the City in conjunction with this Plan, within this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
 - (i) On Lot 21 for sanitary servicing in Block 44
 - (ii) On Lot 22 for storm servicing in Block 44
- (b) 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) Temporary easement for external grading, storm sewers, etc. at the rear of Lots 1 to 9 and 23 to 42 all to the phase limit.
 - (ii) Temporary easement on external lands, north of Sunningdale Road on 259 Sunningdale Road West, around the 450mm sanitary cap as per the accepted engineering drawings.
- (c) Temporary turning circle easements shall be deeded to the City in conjunction with this Plan over lands outside this Plan east limit of Creekview Chase.

Appendix B – Claims and Revenues

Estimated Costs and Revenues

	Estimated DC Claim Costs	Estimated Cost (excludes HST)		
С	laims for Owner led construction from CSRF			
	Sanitary Sewer Oversizing Subsidy (DC19WW1001)	\$96,825		
_	Engineering - Stormwater Management - OGS Treatment System and Outlet (DC14-MS00037)	\$61,030		
	Construction - Stormwater Management - OGS Treatment System and Outlet (DC14-MS00037)	\$407,743		
-	Engineering - Stormwater Works within Block 103 under Plan 33M-593 (Sunningdale SWMF6B) (DC14-UP01000)	\$21,915		
20	Construction - Stormwater Works within Block 103 under Plan 33M-593 (Sunningdale SWMF6B) (DC14-UP01000)	\$113,332		
-	Engineering - Parks - Open Space Network Blocks 34, 43 and 45 (DC19PR5046)	\$49,756		
-	Construction - Parks - Open Space Network Blocks 34, 43 and 45 (DC19PR5046)	\$322,824		
	Total	\$1,073,425		
	Estimated DC Revenues (January 1, 2021 to December 31, 2021 Rates)	Estimated Revenue		
	CSRF TOTAL	\$1,434,636		

- 1 Estimated DC Claim Costs are for Owner led construction projects and do not include City led projects required to accommodate growth.
- 2 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.
- 3 DC Claim Costs are based on the approved Work Plan cost estimates provided by the Owner for engineering and construction of the claimable works. Final claim payments will be approved based on actual costs incurred by the Owner in conjunction with the terms of the registered Subdivision Agreement, Work Plan and the DC By-law.
- 4 The Oversizing Subsidy costs are based on estimates from the accepted engineering drawings and the current DC By-law. Final claim payments will be approved based on constructed quantities in conjunction with the DC By-law.

	Approved by:					
Date	Paul Yeoman					
	Director, Capital Assets and Projects					

Appendix C – Source of Finance (1 of 2)

#21098 June 21, 2021 (39T-18501_1)

Chair and Members Planning and Environment Committee

RE: Subdivision Special Provisions - Sunningdale Court Phase 1

Corlon Properties Inc.
Capital Project ES514519 - Wastewater Internal Oversizing (2525156)
Capital Project ESSWM-SD6A - SWM Facility - Sunningdale No. 6A (2525178)

Capital Project ES6610 - UWRF Transition to CSRF - SWM (2525180)
Capital Project PK204319 - New Major Open Space (2525181)

Finance Supports Report on the Sources of Financing:

Finance Supports report on the Sources of Financing:
Finance Supports confirms that the cost of this project cannot be accommodated within the financing available for it in the Capital Budget, but can be accommodated by an additional drawdown from City Services - Stormwater Reserve Fund, and that, subject to the approval of the Deputy City Manager, Planning and Economic Development and Chief Building Official, the detailed source of financing is:

Economic Development and Chief Building Official, t Estimated Expenditures	Approved Budget	Additional Requirement (Note 1)	Revised Budget	Committed To Date	This Submission	Balance for Future Work
ES514519-Wastewater Internal Oversizing						
Engineering	200,000	0	200,000	0	0	200,000
Construction	866,453	0	866,453	227,364	98,529	540,560
Total ES514519	1,066,453	0	1,066,453	227,364	98,529	740,560
ESSWM-SD6A - SWM Facility - Sunningdale No. 6A						
Engineering	62,104	0	62,104	0	62,104	0
Construction	237,896	177,024	414,920	0	414,920	0
ESSWM-SD6A Total	300,000	177,024	477,024	0	477,024	0
ES6610 - UWRF Transition to CSRF - SWM						
Engineering	1,854,660	0	1,854,660	513,684	9,764	1,331,212
Land Acquisition	1,142,246	0	1,142,246	1,142,246	0	0
Construction	4,517,394	0	4,517,394	4,180,820	31,749	304,825
ES6610 Total	7,514,300	0	7,514,300	5,836,750	41,513	1,636,037
PK204319 - New Major Open Space	-					
Engineering	390,589	0	390,589	51,790	50,631	288,168
Construction	2,821,411	0	2,821,411	322,227	328,506	2,170,678
PK204319 Total	3,212,000	0	3,212,000	374,017	379,137	2,458,846
Total Expenditures	\$12,092,753	\$177,024	\$12,269,777	\$6,438,131	\$996,203	\$4,835,443
Sources of Financing						
ES514519-Wastewater Internal Oversizing						
Drawdown from City Services - Wastewater Reserve Fund (Development Charges) (Note 2)	1,066,453	0	1,066,453	227,364	98,529	740,560
ESSWM-SD6A - SWM Facility - Sunningdale No. 6A						
Drawdown from City Services - Stormwater Reserve Fund (Development Charges) (Note 2)	300,000	177,024	477,024	0	477,024	0
ES6610 - UWRF Transition to CSRF - SWM						
Drawdown from City Services - Stormwater Reserve Fund (Development Charges) (Note 2)	7,514,300	0	7,514,300	5,836,750	41,513	1,636,037
PK204319 - New Major Open Space						
Capital Levy	102,694	0	102,694	102,694	0	0
Debenture By-law W5674-177	1,054,959	0	1,054,959	32,107	136,647	886,205
Drawdown from City Services - Parks & Recreation Reserve Fund (Development Charges) (Note 2)	2,054,347	0	2,054,347	239,216	242,490	1,572,641
PK204319 Total	3,212,000	0	3,212,000	374,017	379,137	2,458,846

Appendix C – Source of Finance (2 of 2)

#21098 June 21, 2021 (39T-18501_1)

Chair and Members Planning and Environment Committee

RE: Subdivision Special Provisions - Sunningdale Court Phase 1

Capital Project ESSWM-SD6A - SWM Facility - Sunningdale Court Priase 1
Capital Project ESS14519 - Wastewater Internal Oversizing (2525156)
Capital Project ESSWM-SD6A - SWM Facility - Sunningdale No. 6A (2525178)
Capital Project ES6610 - UWRF Transition to CSRF - SWM (2525180)

Capital Project PK204319 - New Major Open Space (2525181)

Financial Note - Engineering	ESSWM-SD6A	ES6610	PK204319F	Subtotal	
Contract Price	\$61,030	\$21,915	\$49,756	\$132,701	
Less: Amount Previously Approved	0	12,320	0	12,320	
Contract Price	\$61,030	\$9,595	\$49,756	\$120,381	_
Add: HST @13%	7,934	1,247	6,468	15,649	
Total Contract Price Including Taxes	68,964	10,842	56,224	136,030	
Less: HST Rebate	-6,860	-1,078	-5,593	-13,531	
Net Contract Price	\$62,104	\$9,764	\$50,631	\$122,499	_
Financial Note - Construction	ES514519	ESSWM-SD6A	ES6610	PK204319F	Subtotal
Contract Price	\$96,825	\$407,743	\$113,332	\$322,824	\$940,724
Less: Amount Previously Approved	0	0	82,132	0	82,132
Contract Price	\$96,825	\$407,743	\$31,200	\$322,824	\$858,592
Add: HST @13%	12,587	53,007	4,056	41,967	111,617
Total Contract Price Including Taxes	109,412	460,750	35,256	364,791	970,209
Less: HST Rebate	-10,883	-45,830	-3,507	-36,285	-96,505
Net Contract Price	\$98,529	\$414,920	\$31,749	\$328,506	\$873,704
Total - Engineering and Construction	\$996,203	-			

Note 1: The additional requirement is available as a drawdown from the City Services - Stormwater Reserve Fund (Development Charges). The uncommitted balance of the reserve fund will be approximately \$3.1M with the inclusion of this project,

Note 2: Development Charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.

Kyle Murray
Director, Financial Planning and Business Support