

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: Drewlo Holdings Inc.
Summerside Subdivision Phase 18 - Special Provisions

Meeting on: November 22, 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 Drewlo Holdings Inc. for the subdivision of land over Concession 1, Part of Lots 15 and 16, situated east of Highbury Avenue North, southwest of Meadowgate Boulevard and north of Bradley Avenue;

- (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 18 (39T-92020_18) 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”;
- (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

This report is seeking approval of 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 18 (39T-92020_18).

Linkage to the Corporate Strategic Plan

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

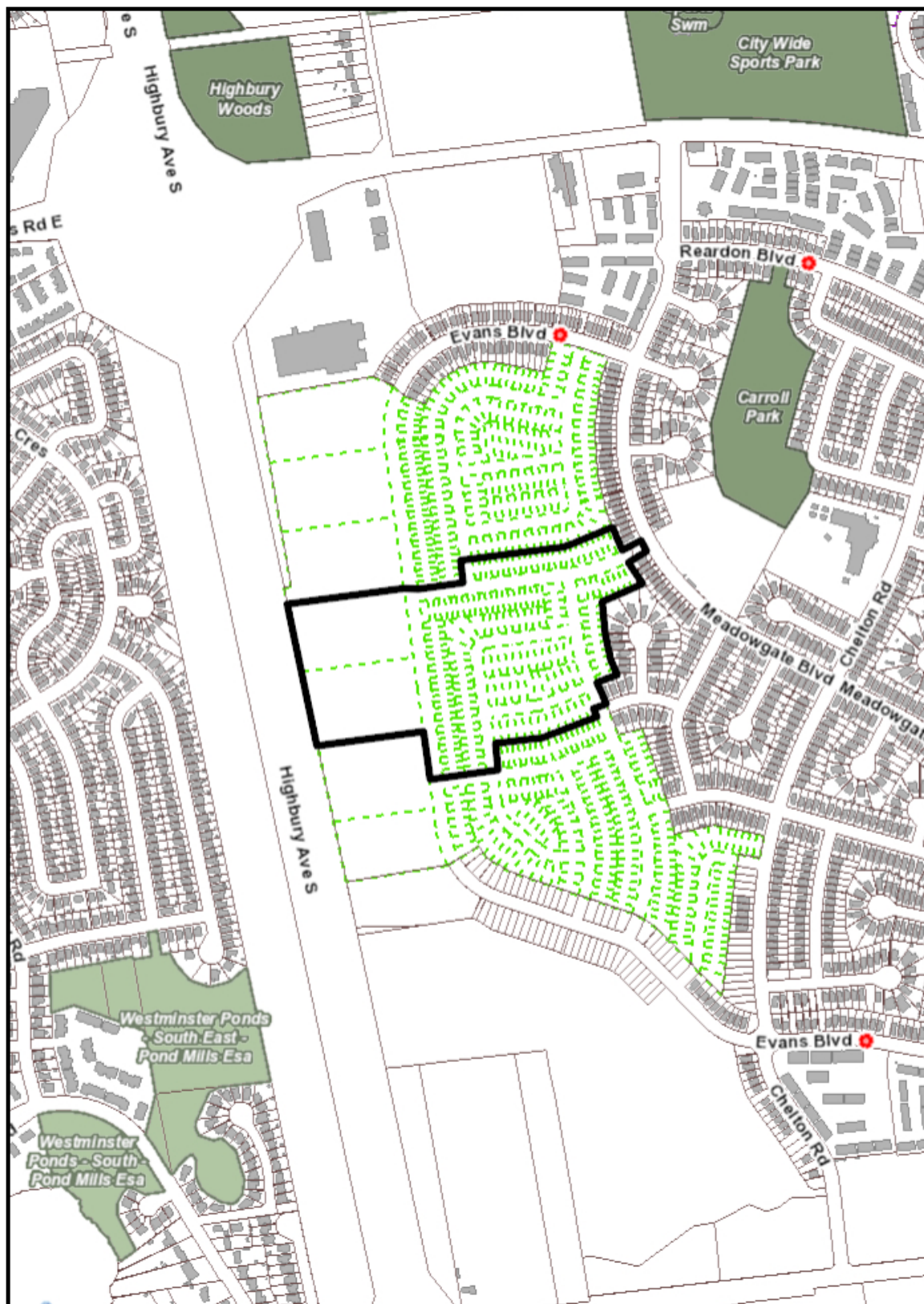
Analysis

1.0 Background Information

1.1 Property Description

The subject site representing Phase 18 consists of flat, vacant lands that were previously cultivated farm fields having an area of approximately 13.5 hectares. These lands were acquired by Drewlo Holdings Inc. together with the remaining undeveloped and draft-approved phases within the Summerside Subdivision. Drewlo subsequently applied for approval of red-line revisions consisting of minor adjustments to lot frontages for single detached dwelling lots, replacing cul-de-sac streets with ‘through street’ connections, and removing 15 single detached lots fronting the west side of the future extension of Evans Boulevard. The requested red-line revisions and accompanying zoning amendments were presented at a public participation meeting of the Planning and Environment Committee on March 1, 2021. The City of London Approval Authority granted draft plan approval of the red-line revisions on April 23, 2021.

1.2 Location Map



Location Map		Legend	
Project Title:	39T-92020_18		Subject Site
Description:	Summerside Subdivision - Phase 18		Parks
Created By:	Larry Mottram		Assessment Parcels
Date:	11/3/2021		Buildings
Scale:	1:8000		Address Numbers

Corporation of the City of London

2.0 Discussion and Considerations

2.1 Development Proposal

Phase 18 of the Plan of Subdivision will consist of 163 single detached lots (Lots 1 to 163) and two (2) multi-family, medium density residential blocks (Blocks 164 and 165), all served by the extension of Evans Boulevard and Fairfield Road and four (4) new local streets Wiltshire Street, Winslow Way, Maguire Drive and Avonlea Trail.

The recommended special provisions for the proposed Summerside Phase 18 Subdivision Agreement are found at Appendix A of this report. Staff have 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), there are no direct financial expenditures associated with this application.

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 Summerside Subdivision – Phase 18, 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: Larry Mottram, MCIP, RPP
Senior Planner, Planning and Development

Reviewed by: Bruce Page, MCIP, RPP
Manager, Subdivision Planning

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 Development Inspections

November 15, 2021
GK/GB/BP/LM/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 incorporate the third pipe storm system, as per the accepted engineering drawings, 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 third pipe storm system lead located in the setback areas. This protects these third pipe storm system 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 Deputy City Manager, Environment and Infrastructure.

15. PROPOSED SCHOOL SITES

2. **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 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:

3. 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.

4. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall make all necessary arrangements with the owner of Plan 33M-471, Plan 33M-584 and Plan 33M-____ (Ph 17) to construct new services and make adjustments to the existing works and services on all existing adjacent streets in Plan 33M-471, Plan 33M-584 and Plan 33M-____ adjacent to this plan to accommodate the proposed works and services on these streets to accommodate this Plan (eg. private services, street light poles, etc.) in accordance with the approved design criteria and accepted engineering drawings, all to the satisfaction of the Deputy City Manager, Environment and Infrastructure and 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.
5. 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 covering the servicing and cost sharing of the entire Summerside Subdivision draft plan 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 will be read as one, and in the event of any conflicts between the provisions of this Agreement and the provisions of 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 then the provisions of 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 will prevail, except for the Insurance and Indemnity requirements as provided herein.

24.2 CLAIMS

6. 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 Deputy City Manager, Environment and Infrastructure (or designate) and the Deputy City Manager, Finance Supports (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 storm sewers in conjunction with this Plan, subsidized at an estimated cost of which is \$120,913.

24.5 HYDROGEOLOGICAL WORKS

Add the following new Special Provisions:

7. The Owner shall maintain the water balance in the Summerside wetland by constructing a third pipe storm system to direct water flows to the wetland, as per the accepted engineering drawings, to the satisfaction of the Deputy City Manager, Environment and Infrastructure and the Ministry of Natural Resources.

24.6 EROSION AND SEDIMENT CONTROL

Add the following new Special Provisions:

8. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct and have operational temporary sediment and erosion control works as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
9. The Owner shall maintain the erosion and sediment control measures on Blocks 164 and 165 until these Blocks develop in future, to the satisfaction of the City.
10. The Owner shall maintain the erosion and sediment control measures, installed in conjunction with this Plan, to ensure no sediment affects the wetland, as per the accepted engineering drawings, to the specifications and satisfaction of the City. Should any sediment affect the wetland, the Owner shall be responsible for any clean-up and restoration of the wetland, to the satisfaction of the City, at no cost to the City.
11. All temporary erosion and sediment control measures, installed in conjunction with this Plan, shall be decommissioned and/or removed when warranted as per accepted engineering drawings, all to the satisfaction of the Deputy City Manager, Environment and Infrastructure and at no cost to the City. The Owner is responsible for all costs related to the decommissioning and redirection of sewers and overland flow routes.
12. The Owner shall develop an erosion and sediment control plan(s) (E&SC) for the subject lands in accordance with City of London and MECP standards and requirements, and the most recent available industry standards and guidelines, all to the specification and satisfaction of the Deputy City Manager, Environment and Infrastructure. These plan(s) shall clearly identify the following at a minimum:
 - i) All erosion and sediment control measures, and potential adaptive controls; and,
 - ii) An erosion and sediment control inspection, monitoring, response, and maintenance program.
13. The Owner shall hold Lots 56 to 67, Lots 75 to 91 and Lot 94 out of development until the temporary sediment basin, temporary hickenbottoms and any other associated works are decommissioned, to the satisfaction of the City.

24.7 GRADING REQUIREMENTS

Add the following new Special Provisions:

14. The Owner shall have the common property line of Highbury Avenue South graded as per the accepted engineering drawings, to the satisfaction of the Deputy City Manager, Environment and Infrastructure, at no cost to the City.
15. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a top soil berm abutting Highbury Avenue on Blocks 164 and 165 as per the accepted engineering drawings, to the satisfaction of the City.
16. Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct temporary rock flow check dams, temporary berms, twin inlet catchbasins and any other necessary works on Blocks 164 and 165 as per the accepted engineering drawings, to the satisfaction of the City.
17. The Owner shall register against the title of Lots in this Plan, as per the accepted engineering drawings, 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 on the said Lots identified on the accepted engineering drawings, 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.

- 18 The Owner shall maintain the existing overland flow routes as identified on the accepted engineering drawings, to the satisfaction of the Deputy City Manager, Environment and Infrastructure.
- 19 Prior to the issuance of a Certificate of Conditional Approval for Block 164 and Block 165, 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.
- 20 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 external lands, and provide permission for the adjacent property owners, in conjunction with grading and servicing of this subdivision, to the specifications of the City, at no cost to the City.

24.8 STORM WATER MANAGEMENT

Add the following new Special Provisions:

- 21 The Owner shall ensure that the quality and quantity of stormwater flow from lands within the subdivision to the Class 1 wetland in the north-east corner of Highbury Avenue South/Bradley Avenue intersection be controlled to protect wetland resources and functions. The Owner shall have his professional Engineer prepare a stormwater management plan to determine the limits of the post-development wetland drainage area, the facilities for directing storm flows to the wetland, the quantity of stormwater to be directed to the wetland and the facilities for controlling the quality and quantity of stormwater entering the wetland to the satisfaction of the City of London Environmental and Engineering Services Department, the City of London Environmental and Parks Planning Division, and the Upper Thames River Conservation Authority. The stormwater management plan for the wetland drainage area shall be approved by these agencies prior to the final approval of any portion of the subdivision that is located within the pre-development drainage area of the wetland.
- 22 The Owner shall convey minor storm runoff from Summerside Subdivision Phase 18 to the storm outlet which is the existing Summerside SWM Facility via the existing 1200 mm diameter storm sewer on Meadowgate Boulevard/Maguire Drive intersection and storm stubs provided by Summerside Subdivision Phase 17, namely the 1350mm storm stub at Evans Boulevard/Karenana Road intersection, the 525mm sewer downstream of Hesselman Place/Karenana Road intersection and the 375mm storm sewer downstream of Wiltshire Place/Fairfield Road intersection. 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 north-east corner of Highbury Avenue South/Bradley Avenue intersection and to maintain any external clean flows to the wetland during all phases of construction. The outlet is located within the Dingman Creek Subwatershed and these lands are tributary to both the South Thames and to Dingman Creek via proposed servicing and/or Stormwater Management (SWM) Facilities.
- 23 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct the storm/drainage servicing works for the relevant portions of the approved third pipe storm system to maintain the water balance in the existing wetland area located at the southwest corner of the Summerside lands, to the satisfaction of the City. The Owner shall immediately accommodate upstream flows from portions of the third pipe storm system already constructed and currently using temporary outlets to existing minor flow systems, all to the specifications and satisfaction of the City.
- 24 The Owner shall implement SWM Best Management Practices (BMP's) within the plan, where possible, to the satisfaction of the City. The acceptance of these measures by the City will be subject to the presence of adequate geotechnical conditions within this plan and the approval of the City.

25 All temporary storm works and servicing installed within the proposed Plan of Subdivision shall be decommissioned and/or removed when warranted, all to the satisfaction of the City, at no cost to the City.

24.9 SANITARY AND STORM SEWERS

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

(b) The Owner shall construct storm sewers to serve this plan, located within the Dingman Creek Subwatershed, and outlet this plan to the existing and assumed Regional Summerside SWM facility via internal storm sewer servicing through this plan of subdivision that shall be connected to the existing 1200 mm diameter storm sewer on Meadowgate Boulevard, 1350 mm diameter storm sewer on Evans Boulevard, 525 mm diameter storm sewer on Karenana Road and the 375 mm diameter storm sewer on Fairfield Road as per the accepted engineering drawings.

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

(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 250 mm diameter sanitary sewer on Meadowgate Boulevard, the 300 mm diameter sanitary sewer on Evans Boulevard, the 200 mm diameter sanitary sewer on Karenana Road and the 200 mm diameter sanitary sewer on Fairfield Road as per the accepted engineering drawings.

24.10 WATER SERVICING

Add the following new Special Provisions:

28 Prior to the issuance of any Certificates of Conditional Approval, and in accordance with City standards, or as otherwise required by the Deputy City Manager, Environment and Infrastructure, 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 200 mm diameter watermain on Meadowgate Boulevard, 200 mm diameter watermain on Fairfield Road, the 200 mm diameter watermain on Karenana Road and the 250 mm diameter watermain on Evans Boulevard;
- ii) Deliver confirmation that the watermain system has been looped to the satisfaction of the Deputy City Manager, Environment and Infrastructure when development is proposed to proceed beyond 80 units; and,
- iii) Have their consulting engineer prepare a Certificate of Completion of Works to confirm to the City that the watermain connection(s) to the 200 mm diameter watermain on Meadowgate Boulevard, 200 mm diameter watermain on Fairfield Road, the 200 mm diameter watermain on Karenana Road and the 250 mm diameter watermain on Evans Boulevard has been constructed, is operational, and is complete.

29 The available fire flows for development Blocks within this Plan of Subdivision have been established through the subdivision water servicing design study as follows:

- Block 164 @ 105 l/sec
- Block 165 @ 105 l/sec

Future development of these Blocks shall be in keeping with the established fire flows in order to ensure adequate fire protection is available.

30 The Owner shall include in all Purchase and Sale Agreements the requirement that the homes to be designed and constructed on Lots 38 to 45 and Lots 84 to 118 in this Plan are to have pressure reducing valves installed and included in the building permit applications for the Blocks.

24.11 ROADWORKS

31 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 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 speeds cushions, to be installed as traffic control devices, to the satisfaction of the Deputy City Manager, Environment and Infrastructure.

32 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 Evans Boulevard (south leg) via Chelton Road and Bradley Avenue or other routes as designated by the City. All trades and construction vehicles shall park within this Plan of Subdivision.

Add the following new Special Provisions:

- 33 Barricades are to be maintained at north limits of Avonlea Trail and Evans Boulevard until lands to the north of this Plan of Subdivision develop or as otherwise directed by the City. When lands to the north develop 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.

- 34 Prior to the issuance of any Certificate of Conditional Approval, temporary signs shall be installed and maintained on Evans Boulevard adjacent to the speed cushion locations that indicate Future Speed Cushion Location, as identified on the accepted engineering drawings, to the satisfaction of the Deputy City Manager, Environment and Infrastructure.
- 35 Prior to assumption or when required by the Deputy City Manager, Environment and Infrastructure, the Owner shall install speed cushions on Evans Boulevard, including permanent signage and pavement markings as per the accepted engineering drawings, to the satisfaction of the Deputy City Manager, Environment and Infrastructure.
- 36 The Owner shall remove existing infrastructure, including but not limited to, CICBs, DICBs, curbs, etc. in this Plan and relocate/restore/construct associated works as per the accepted engineering drawings, to the specifications and satisfaction of the City.

24.xx Planning

Add the following new Special Provisions

37. The Owner shall provide the purchasers of all lots in the subdivision with a zoning information package pertaining to residential driveway locations and widths. The Owner shall obtain and provide to the City written acknowledgement from the purchaser of each lot in this plan that their driveway will be installed and maintained in accordance with the requirements of the Zoning By-law. The information package and written acknowledgement shall be in a form satisfactory to the City.

38. An approved parking plan is required for each registered phase of development and will form part of the subdivision agreement for the registered plan.
39. 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 Evans Boulevard via Chelton Road and Bradley Avenue, or other routes as designated by the City. All trades and construction vehicles shall park within this Plan of Subdivision.
40. No construction traffic contracted by the Owner for the construction of services for this subdivision which are to be assumed by the City, shall utilize existing streets adjacent to this Plan, except as approved otherwise by the City. The Owner shall restrict the construction traffic to and from this subdivision to the accepted construction access route.

SCHEDULE "C"

This is Schedule "C" to the Subdivision Agreement dated this _____ day of _____, 2021, 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.
- Maguire Drive shall have a minimum road pavement width (excluding gutters) of 7.5 metres with a minimum road allowance of 21.5 metres.
- Avonlea Trail shall have a minimum road pavement width (excluding gutters) of 7.5 metres with a minimum road allowance of 20.0 metres.
- Wiltshire Street shall have a minimum road pavement width (excluding gutters) of 6.5 metres with a minimum road allowance of 19 metres.
- Wiltshire Place shall have a minimum road pavement width (excluding gutters) of 6.5 metres with a minimum road allowance of 18 metres.

Sidewalks

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

- i) Evans Boulevard
- ii) Maguire Drive
- iii) Fairfield Road
- iv) Wiltshire Street
- v) Avonlea Trail

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

- (i) Wiltshire Place – south boulevard

Pedestrian Walkways

There are no walkways in this Plan of Subdivision.

SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2021, 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 166, 167 and 168
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:	NIL
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SCHEDULE "E"

This is Schedule "E" to the Subdivision Agreement dated this _____ day of _____, 2021, 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:	\$ 727,113
BALANCE PORTION:	<u>\$4,120,308</u>
TOTAL SECURITY REQUIRED	\$4,847,421

The Cash Portion shall be deposited with the Deputy City Manager, Finance Supports prior to the execution of this agreement.

The Balance Portion shall be deposited with the Deputy City Manager, Finance Supports 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 ACT, R.S.O. 1990.

SCHEDULE "F"

This is Schedule "F" to the Subdivision Agreement dated this _____ day of _____, 2021, 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:

There are no multi-purpose easements required in this Plan.

Appendix B – Claims and Revenues

Estimated Costs and Revenues

Estimated DC Claim Costs	Estimated Cost (excludes HST)
Claims for Owner led construction from CSRF	
- Construction - Storm sewer oversizing subsidy (DC19MS1001)	\$120,913
Total	\$120,913
Estimated DC Revenues (January 1, 2021 to December 31, 2021 Rates)	Estimated Revenue
CSRF TOTAL	\$7,438,854

- 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 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

#21189

November 22, 2021
(39T-92020_18)

Chair and Members
Planning and Environment Committee

RE: Subdivision Special Provisions - Summerside Phase 18 Subdivision
Drewlo Holdings Inc.
Capital Project ES542919-Storm Sewer Internal Oversizing (2523936)

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget, 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:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	200,000	0	0	200,000
Construction	7,577,079	2,983,466	123,041	4,470,572
Total Expenditures	\$7,777,079	\$2,983,466	\$123,041	\$4,670,572

Sources of Financing

Drawdown from City Services - Stormwater Reserve Fund (Development Charges) (Note 1)	7,777,079	2,983,466	123,041	4,670,572
Total Financing	\$7,777,079	\$2,983,466	\$123,041	\$4,670,572

Financial Note

Contract Price	\$120,913
Add: HST @13%	15,719
Total Contract Price Including Taxes	136,632
Less: HST Rebate	-13,591
Net Contract Price	\$123,041

Note 1: 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.

Jason Davies

Manager of Financial Planning & Policy

lp