

## 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: Peter Sergautis  
660 Sunningdale Road East  
Applewood Subdivision Phase 3 - Special Provisions  
**Meeting on:** January 10, 2022

## 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 Peter Sergautis for the subdivision of land over Concession 6 S, Part Lot 13, situated on the north side of Sunningdale Road, west of Adelaide Street North, municipally known as 660 Sunningdale Road East;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Extra Realty Limited for the Applewood Subdivision, Phase 3 (39T-09501) attached as Appendix "A", **BE APPROVED**;
- (b) the Applicant **BE ADVISED** that Development Finance has summarized the claims and revenues attached as Appendix "B";
- (c) the 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 Peter Sergautis for the Applewood Subdivision, Phase 3 (39T-09501-3).

## Linkage to the Corporate Strategic Plan

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

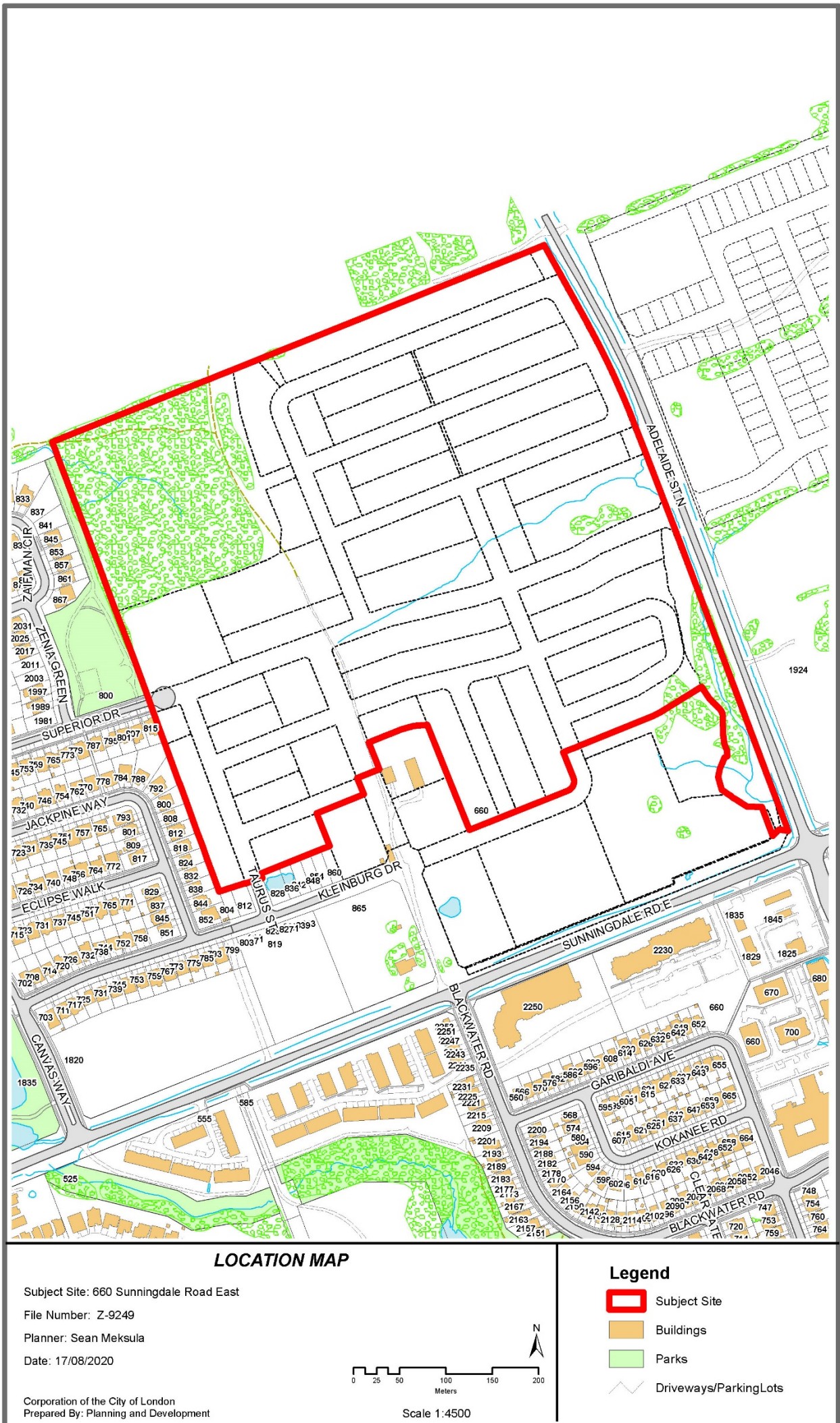
## Analysis

### 1.0 Background Information

#### 1.1 Property Description

The subject site (Phase 3) consists of approximately 6.54 ha (16.16 acres) land located at the northwest corner of Adelaide Street North and Sunningdale Road East. The overall Draft Approved Plan of Subdivision (39T-09501) consists of approximately 42 hectares (103.8 acres) of land and is located at the northerly limit of the City and borders with the Township of Middlesex Centre. The property slopes generally from north to south with a rolling terrain. The overall subdivision currently contains a 4-hectare (9.9 acres) woodlot (designated as Environmentally Significant Area), a small Provincially Significant Wetland, and existing buildings including a single detached dwelling (located towards the south end of the property, adjacent to the extension of Blackwater Road), and two brick barns designated under the provision of Section 29(3) of the Ontario Heritage Act, R.S.O. 1990, c. O. 18. The Phase 3 Block 1 is 1.89 ha (1.49 acres) land located at the south corner of Kleinberg Drive.

## 1.2 Location Map





## **2.0 Discussion and Considerations**

### **2.1 Development Proposal**

The draft plan of subdivision was revised in February, 2018 and consists of 39 low density blocks (Blocks 1-39), four (4) medium density residential blocks (Blocks 40-44), two (2) commercial blocks (Blocks 46-47), two (2) commercial/mixed use residential blocks (Blocks 48-49), three (3) open space blocks (Blocks 49-51), eight (8) parkland and walkway blocks (Blocks 52-59), one (1) stormwater management block (Block 60), one (1) road widening block (Block 61), six (6) 0.3 m reserve blocks (Blocks 62-67), all served by one (1) primary collector road (Blackwater Road), one (1) secondary collector road (Street "D"/Superior Drive), and ten (10) new local streets.

The first phase of this subdivision (Phase 1a), which consisted of eight (8) single detached lots and one (1) multi-family, medium density block was registered in August 2018 as 33M-749.

The second phase (Phase 1b) of this subdivision, which consisted of one (1) commercial/residential mixed-use block, was registered in June 2019 as 33M-764.

The third phase (Phase 2) of this subdivision, which consisted of one (1) park block, three (3) commercial/residential mixed-use blocks, two (2) medium/ high density residential blocks, and one (1) road widening, all served by the extensions of Kleinburg Drive and Blackwater Road (now Appletree Gate). Block 2 includes two brick barns designated under the provision of Section 29(3) of the Ontario Heritage Act, R.S.O. 1990, c. O. 18.

The fourth phase (Phase 2a) of this subdivision, which consists of one (1) commercial block, two (2) commercial mixed use residential blocks, two (2) multi-family residential blocks, one (1) open space block, four 0.3 m reserves served by the extensions of Blackwater Road (now Appletree Gate) and Kleinburg Drive.

The Applicant is registering fifth phase (Phase 3) of this subdivision, which consists of one (1) medium residential block, all served by the extension of Kleinburg Drive and (now Appletree Gate) (formerly Blackwater Road).

The recommended special provisions for the proposed Phase 3 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's 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 B), 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 Applewood Subdivision – Phase 3, 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:** Sean Meksula, MCIP, RPP  
Senior Planner, Planning and Development

**Reviewed by:** Bruce Page,  
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.

ec: Matt Feldberg, Manager, Subdivisions and Development Inspections  
Bruce Page, Manager, Subdivision Planning

December 23, 2021  
GK/GB/SM/jar

## Appendix A – Special Provisions

1.

### 15. PROPOSED SCHOOL SITES

**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 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 In conjunction with site plan approval for Block 1 within this Plan, the Owner shall install the approved servicing for any dwelling units in Block 1 in this Plan to be serviced directly from Kleinburg Drive, in accordance with the approved design criteria and accepted site plan drawings, all to the satisfaction of the Deputy City Manager, Environment and Infrastructure.

5 The Owner shall make all necessary arrangements to construct new services and make adjustments to the existing works and services on Kleinburg Drive in



Plan33M-787, adjacent to this plan to accommodate the proposed works and services on this street to accommodate the Block in this plan fronting this street (eg. private services, street light poles, traffic calming, etc.) in accordance with the approved design criteria and accepted drawings, all to the satisfaction of the Deputy City Manager, Environment and Infrastructure, 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.

6.

## 24.2 CLAIMS

There are no eligible claims for works by the Owner paid for from the Development Charges Reserve Fund or Capital Works Budget included in this Agreement

**Remove** Subsections 24.2 (a) to (g) and replace with the above.

~~(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 Deputy City Manager, Environment and Infrastructure (or designate) and Deputy City Manager, Finance Supports (or designate). The Owner acknowledges that:~~

~~i) no work subject to a Work Plan shall be reimbursable until both the Deputy City Manager, Environment and Infrastructure (or designate) and Deputy City Manager, Finance Supports (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 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 \_\_\_\_\_, 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 Deputy City Manager, Environment and Infrastructure (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;~~

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 EROSION AND SEDIMENT CONTROL

Add the following new Special Provisions:

- 7 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct and have operational temporary sediment and erosion control works internal and external to this Plan as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
- 8 All temporary erosion and sediment control measures, installed in conjunction with this Plan shall be decommissioned and/or removed when warranted, as per the accepted engineering drawings, all to the satisfaction of the Deputy City Manager, Environment and Infrastructure and at no cost to the City.



## **24.7 GRADING REQUIREMENTS**

**Add** the following new Special Provisions:

- 9 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall remove and/or decommission any temporary grading constructed as part of Phase 2A as per the accepted engineering drawings, to the satisfaction of the City, at no cost to the City.
- 10 Prior to the issuance of a Certificate of Conditional Approval, the Owner shall remove and relocate any existing earth stockpile generally located in this Plan, all to the satisfaction of the City and at no cost to the City.
- 11 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 abutting this property, 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:

- 12 The Owner acknowledges that the storm servicing for Phase 3 of this Plan of subdivision will be provided as part of the detailed design and construction of the site plan for Block 1 which will include but not be limited to such aspects as quality, quantity and erosion & base flow control storage; minor and major flow design; hydrogeological and water balance works; sediment and erosion control measures; environmental monitoring plan; etc., as identified in the accepted Functional Stormwater Management Report for the site plan, all to the specifications and satisfaction of the City and UTRCA.
- 13 The SWM servicing report for the site plan on Block 1 must be supported by the appropriate hydrogeological supporting information to ensure the SWM Strategy for Block 1 works and construction associated with Phase 3 of this Plan of subdivision will not impact water balance to the PSW; to determine the effects of the construction associated with Phase 3 of this Plan of subdivision on the existing groundwater elevations, nearby any natural heritage features, domestic wells; to identify any abandoned wells in Phase 3 of this Plan of subdivision; and to assess the impact on the overall water balance and identify any fill required in Phase 3 of this Plan of subdivision, as well provide recommendations for foundation design should high groundwater be encountered, to the satisfaction of the City. The hydrogeological investigation should identify all required mitigation measures, and provide details related to any Low Impact Development (LIDs) features, as necessary, to the satisfaction of the City. Details related to proposed LID features, if applicable, should include information related to the long-term operations of the LID features as it relates to seasonal fluctuations of the groundwater table. If necessary, the report is to also address any contamination impacts that may be anticipated or experienced because of the said construction as well as provide recommendations regarding soil conditions and fill needs in the location of any existing watercourses or bodies of water on the site. The hydrogeological investigation should also include the development of appropriate short-term and long-term monitoring plans where applicable.
- 14 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 any required OGS and any low impact development (LID) features in the Site Plan on Block 1, if any, all to the satisfaction of the City, at no cost to the City. This strategy is to be in accordance with the "Low Impact Development Stormwater Management Practice Inspection and Maintenance Guide" prepared by Toronto and Regional Conservation Authority.
- 15 The Owner shall have water balance components and low impact development (LID) features, if any, installed and operational in the Site Plan on Block 1 in accordance with the accepted servicing drawings and the accepted Stormwater Management Report to the specifications and satisfaction of the City, at no cost to the City.

- 16 The Owner shall complete the following, at no cost to the City, all to the satisfaction of the City:
- i) Operate, maintain, inspect, monitor, and protect any OGS and any low impact development features, if any, 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 in accordance with the accepted maintenance and monitoring program.
- 17 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall decommission the existing temporary sediment basin and all associated works (eg. headwall, etc.) constructed as part of 33M-749 (Phase 1), all to the satisfaction of the Deputy City Manager, Environment and Infrastructure. The Owner is responsible for all costs related to the decommissioning and redirection of sewers and overland flow routes. Following the decommissioning of any existing temporary works, the Owner shall make all necessary arrangements to have any easements in this Plan quit claimed, to the satisfaction of the City, at no cost to the City.
- 18 The Owner is responsible for all costs related to the decommissioning of any temporary sediment basin(s) work and any redirection of sewers and overland flow routes.
- 19 The Owner shall co-ordinate the works associated with this Plan of Subdivision with the City's proposed construction of the Stoney Creek SWM Facility # 2, to the east on external lands adjacent to this Plan.
- 20 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.
- 21 The Owner acknowledges that the major storm outlet for this Plan of subdivision is the Dry Stoney Creek SWMF 2 via the major overland flow route within the municipal easement described in reference plan 33R-20150.
- 22 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.

23

#### **24.9 SANITARY AND STORM SEWERS**

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

- (b) The Owner shall construct the storm sewers to service the Lots and Blocks in this Plan, which is located in the Stoney Creek Subwatershed, and connect them to the City's existing storm sewer system being the unassumed 1200 mm diameter storm sewer within the municipal easement over Municipal 945 Kleinburg Drive as described in Reference Plan 33R-20835 outletting to the Regional Stoney Creek SWM Facility 1N in accordance with the accepted engineering drawings, to the satisfaction of the City.

**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 200 mm diameter sanitary sewer on Kleinburg Drive in accordance with the accepted engineering drawings, to the satisfaction of the City.

#### **24.10 WATER SERVICING**

**Add** the following new Special Provisions:

- 24 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 (Phase 3) and connect them to the existing high level municipal system, namely the existing 200 mm (8") diameter watermain on Kleinburg Drive in accordance with the accepted engineering drawings;
  - ii) No Development of lands that are serviced from the municipal watermain on Kleinburg Drive, east of Appletree Gate, which include blocks labeled as Phase 2A, 2B or phase 3 shall exceed past 80 individual water services or an apartment complex containing 300 dwelling units until the Watermain on Kleinburg Drive becomes a looped system.
  - iii) Deliver confirmation that the watermain system on Kleinburg Drive has been looped to the satisfaction of the Deputy City Manager, Environment and Infrastructure when development is proposed to proceed beyond 80 units;
- 25 The Owner shall provide a multi-purpose easement over the balance of the approved draft plan of subdivision, 39T-09501, external to this plan, all to the specifications and satisfaction of the City.

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#### **24.11 ROADWORKS**

**Remove** Subsection 24.11 (p) as there are no traffic calming measures in this Plan.

27

**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 via Appletree Gate. All trades and construction vehicles shall park within this Plan of Subdivision.

**Add** the following new Special Provisions:

- 28 The Owner shall construct and maintain a temporary/emergency access from the north limit of Kleinburg Drive to Adelaide Street North and provide the necessary easements, all to the specifications of the City and at no cost to the City.
- 29 The Owner shall contact the City for the removal of the 0.3 m reserve in Plan 33M-787 (Block 10) in order to allow access for Block 1 to Kleinburg Drive, all to the satisfaction of the City.
- 30 The Owner is advised no access will be permitted to any unopen road allowance to the east of Block 1 until the future road is constructed to the satisfaction of the City. Access for Block 1 is to be from the existing Kleinburg Drive in Plan 33M-787, to the satisfaction of the City.

#### **24.XX PLANNING**

- 31 In conjunction with the first submission of engineering drawings, the Owner shall submit for approval an on-street parking plan to the satisfaction of the City. An approved parking plan is required for each registered phase of development and will form part of the subdivision agreement for the registered plan.
- 32 The Owner shall provide updated detailed Urban Design Guidelines for Block 1 of this Plan of Subdivision prior to Site Plan Approval.
- 33 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 existing 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.
- 34 Prior to 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 Planning and Development Compliance Division monthly during development activity along the edge of the Park Block.

## **24.XX AGENCIES**

- 35 The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
- 36 The Owner is advised to contact Bell Canada at [planninganddevelopment@bell.ca](mailto:planninganddevelopment@bell.ca) during the detailed utility design stage to confirm the provision of communication / telecommunication infrastructure needed to service the development.
- 37 It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure.

If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.

## **SCHEDULE "C"**

This is Schedule "C" to the Subdivision Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between The Corporation of the City of London and Clawson Group Inc. to which it is attached and forms a part.

### **SPECIAL WORKS AND SERVICES**

#### **Roadways**

- There are no public right of ways within this Plan of Subdivision. They have been constructed in Plan 33M-787.

#### **Sidewalks**

- There are no sidewalks to be constructed within this Plan of Subdivision. They have been constructed in Plan 33M-787.

#### **Pedestrian Walkways**

- There are no pedestrian walkways within 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 Clawson Group 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:                | NIL  |
| Road Widening (Dedicated on face of plan):    | NIL  |
| Walkways:                                     | NIL  |
| 5% Parkland Dedication:                       | 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 |
|--------------|-----|

**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 Clawson Group 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:           | \$ 6,000         |
| BALANCE PORTION:        | <u>\$ 34,000</u> |
| TOTAL SECURITY REQUIRED | \$ 40,000        |

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 Clawson Group Inc. to which it is attached and forms a part.

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

### **Multi-Purpose Easements:**

- (a) Multi-purpose easements shall be deeded to the City in conjunction with this Plan, over lands external to this Plan, on an alignment and of sufficient width acceptable to the Deputy City Manager, Environment and Infrastructure as follows:
  - (i) over the balance of the Approved Draft Plan of Subdivision, 39T-09501, all to the specifications and satisfaction of the City.

# Appendix B – Claims and Revenues

Applewood Phase 3 Subdivision  
 Subdivision Agreement  
 39T-09501\_3

## Estimated Costs and Revenues

| Estimated DC Claim Costs  | Estimated Cost<br>(excludes HST) |
|---|----------------------------------|
| Claims for Owner led construction from CSRF                           |                                  |
| - None.   | \$0                              |
| - None.   | \$0                              |
| Total   | \$0                              |
| Estimated DC Revenues<br>(January 1, 2022 to December 31, 2022 Rates) | Estimated Revenue                |
| CSRF TOTAL  | \$943,548                        |

- 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 There are no anticipated claims associated with this development.

Approved by:

\_\_\_\_\_

Date

\_\_\_\_\_

Paul Yeoman  
 Director, Capital Assets and Projects