

Report to Planning and Environment Committee

To: Chair and Members
Planning & Environment Committee

From: Scott Mathers, MPA, 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 3
Special Provisions

Meeting on: January 9, 2023

Recommendation

That, on the recommendation of the Acting 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, municipally known as 600 Sunningdale Road West, located on the south side Sunningdale Road West, between Wonderland Road North and Richmond Street.

- (a) 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 3 (39T-18501_3) 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 fulfil its conditions.

Executive Summary

Recommending 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 3 (39T-18501_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

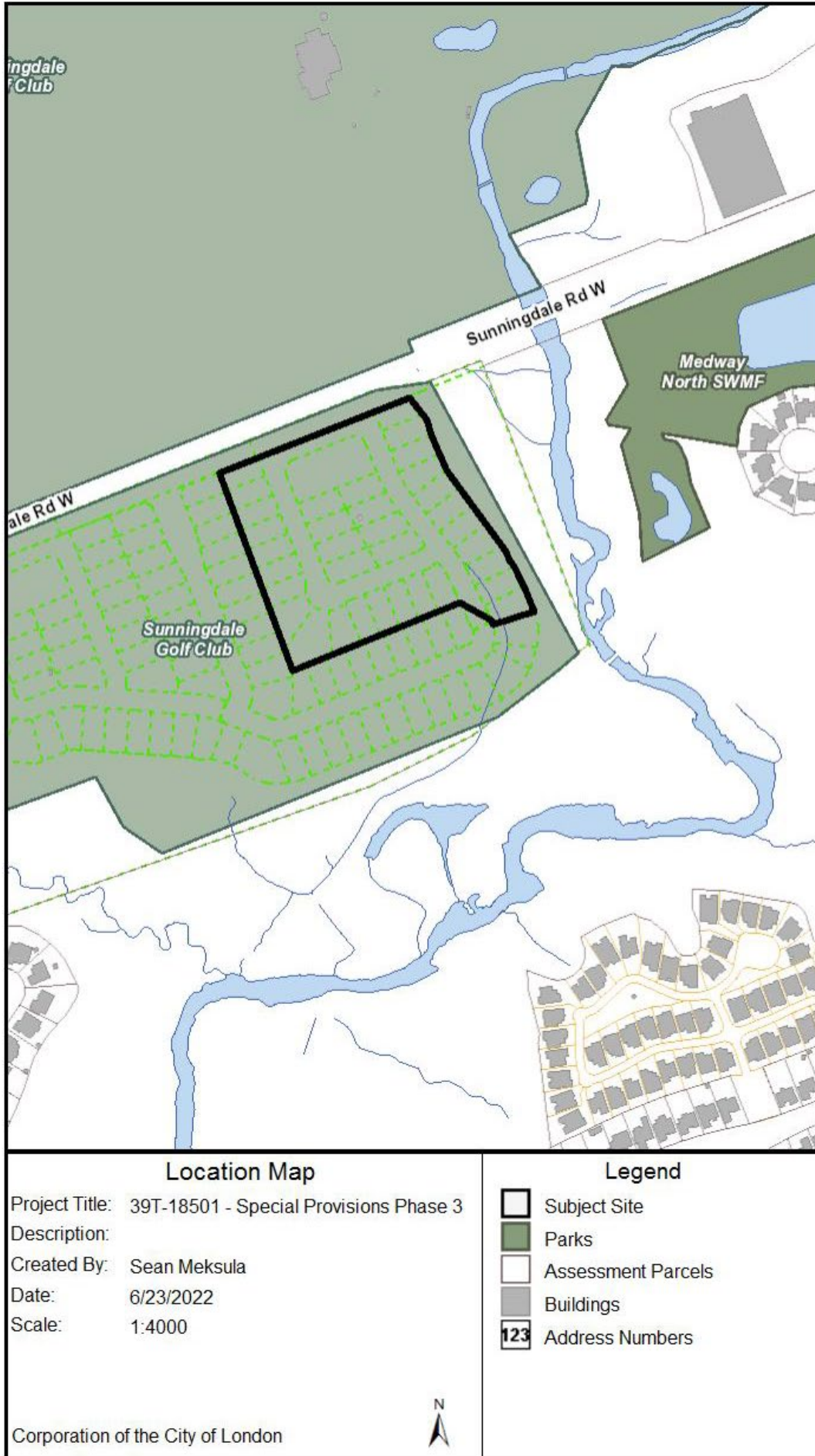
1.0 Background Information

1.1 Property Description

The subject site 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 3 is located on the east side within the block and is 4.00 ha in size with two access point at Sunningdale Road from Creekview Chase. 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 is to the east, south and west of the property with other subdivisions located past the boundaries of the Medway Valley Heritage Forest lands.

- Phase 1 Registered on October 12, 2022. Phase 1 of this development is comprised of 42 single detached lots (Lots 1 to 42), and Blocks 43, 44 and 45.
- Phase 2 Draft Approval on October 11, 2019. Phase 2 of this development is comprised of 32 single detached lots (Lots 1 to 32), and Blocks 33 and 34.
- Phase 3 Draft Approval on October 11, 2019. Phase 3 of this development is comprised of 34 single detached lots (Lots 1 to 34), and Block 35.

1.2 Location Map



2.0 Discussion and Considerations

2.1 Development Proposal

Phase 3 of the plan of subdivision will consist of 34 single detached lots (Lots 1 to 34), and Block 35 and a local street (Creekview Chase).

The recommended special provisions for the proposed Phase 3 Subdivision Agreement are found in 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 (DCs) and taxes will be collected. Outside of the DC eligible items outlined in the attached summary of Claims and Revenues (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 Sunningdale Court 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: Archi Patel
Planner I, Planning and Development

Reviewed by: Bruce Page
Manager, Subdivision Planning

Recommended by: Britt O'Hagan
Acting Director, Planning and Development

Submitted by: Scott Mathers, MPA, P.Eng.
Deputy City Manager,
Planning and Economic Development

cc: Bruce Page, Manager, Subdivision Planning
Matt Davenport, Manager, Subdivision Engineering

December 19, 2022

Appendix A – Special Provisions

5. STANDARD OF WORK

Add the following new Special Provision:

- 1 The Owner shall provide minimum side yard setbacks as specified by the City for buildings which are adjacent to rear yard catch basin leads which are not covered by an easement on Lots in this Plan.

The Owner shall register against the title of Lots which incorporate rear yard catchbasins, which includes Lot 20 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 catchbasin and catchbasin lead located in the setback areas. This protects these catchbasins and catchbasin leads from damage or adverse effects during and after construction. The minimum building setbacks from these works and associated underside of footing (U.S.F.) elevations have been established as indicated on the Subdivision lot grading plan, attached hereto as **Schedule "I"** and on the servicing drawings accepted by the Deputy City Manager, Environment and Infrastructure.

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 are adequately addressed for the subject lands, as per the accepted engineering drawings and all to the satisfaction of the Deputy City Manager, Environment and Infrastructure.

Please note: If there are no school sites within the draft plan of subdivision, only clauses 15.1 and 15.2 will be included.

15. PROPOSED SCHOOL SITES

- 15.1 The Owner shall advise all purchasers that there is no commitment by the London District Catholic School Board to construct a permanent educational facility within the development area at this time. Sufficient pupil accommodation will not be available for all anticipated Catholic students residing within the development area. The London District Catholic School Board reserves the right to accommodate Catholic students in temporary (holding) facilities and/or bus students to educational facilities outside of the development area, and further, such students may later be transferred to a neighbourhood school should one be constructed.
- 15.2 The Owner shall inform all Purchasers of residential Lots by including a condition in all Purchase and Sale and/or Lease Agreements stating that the construction of additional public school accommodation is dependent upon funding approval from the Ontario Ministry of Education, therefore the subject community may be designated as a "Holding Zone" by the Thames Valley District School Board and pupils may be assigned to existing schools as deemed necessary by the Board.

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 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 Deputy City Manager, Finance Supports 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) Removal of automatic flushing devices/blowoffs in future, an amount of \$5,000 each flusher as per the accepted engineering drawings

5 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 Creekview Chase in Plan 33M-827, adjacent to this Plan to accommodate the proposed works and services on this street to accommodate the Lots in this Plan fronting this street (eg. private services, street light poles, underground infrastructure, 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.

24.2 CLAIMS

Please **remove** Section 24.2 (a) to (g) and replace with the following:

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

~~(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

Remove Subsection 24.6 (d) and **replace** with the following:

- (d) The Owner shall install and construct erosion and sediment control measures as required during construction to control overland flows from this Subdivision to ensure that mud, silt, construction debris, etc. does not adversely affect abutting properties, all to the specifications of the City.

The Owner shall maintain and replace such erosion and sediment control measures as necessary. Such maintenance shall include, but is not limited to, adequate cleaning of all streets, consisting of scraping of curbs and sweeping operations at an appropriate frequency based on site and seasonal conditions, cleaning and replacement of all silt sacks in the catchbasins when necessary, and other associated maintenance works, all to the satisfaction of the City.

Add the following new Special Provisions:

- 6 All temporary erosion and sediment control measures, including sediment basins, 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.
- 7 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.
- 8 Prior to construction, site alteration or installation of services, silt fencing/erosion control measures must be installed and certified with site inspection reports submitted to Planning and Development quarterly during development activity along the edge of the woodlot all in accordance with the accepted engineering drawings.

24.7 GRADING REQUIREMENTS

Add the following new Special Provisions:

- 9 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 Deputy City Manager, Environment and Infrastructure.
- 10 The Owner shall have the common property line of Sunningdale Road West graded in accordance with the City of London Standards and the Sunningdale Road EA, as per the accepted engineering drawings, and at no cost to the City.
- 11 The Owner shall register against the title of Lot 20 in this Plan, and shall include in the Agreement of Purchase and Sale for the transfer of the said Lot, as an overland flow route is located on the said Lot, 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 Lot 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.

- 12 The Owner shall maintain the existing overland flow route on Lot 20 as per the accepted engineering drawings, to the satisfaction of the Deputy City Manager, Environment and Infrastructure.
- 13 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.
- 14 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.
- 15 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall remove any existing temporary interim grading, ditching, berms, swales, storm sewer and catchbasins constructed in previous phases in this Plan, as per the accepted engineering drawings, all to the satisfaction of the City.
- 16 Prior to the issuance of any Certificate of Conditional Approval, 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.
- 17 Prior to the issuance of a Certificate of Conditional Approval or as otherwise directed by the City for Lots 11 and 20 in this Plan the Owner shall construct the proposed noise wall fronting Sunningdale Road West and at the rear property

lines for Lots 11 and 20 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 The Owner of Lots 11 and 20 in this Plan, shall include in the Agreement of Purchase and Sale for the transfer of the said Lots, a covenant by the purchaser or transferee stating that the purchaser or transferee of the Lot and/or Block shall be responsible for the maintenance of the noise walls and/or berms in the future located on the said Lot and/or Block, at no cost to the City.
- 19 Prior to assumption, the Owner's professional engineer shall certify to the City, the noise walls on Lots in this Plan, as per the accepted engineering drawings, are in a state of good repair and functioning as intended, all to the satisfaction of the City.

24.8 STORM WATER MANAGEMENT

Add the following new Special Provisions:

- 20 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 this Plan 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.
- 21 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.
- 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 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.

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 Medway Creek Subwatershed, and connect them to the City's existing storm sewer system being the 675 mm diameter storm sewer on Creekview Chase 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 Creekview Chase in accordance with the accepted engineering drawings, to the satisfaction of the City.

Add the following new Special Provisions:

- 24 The Owner shall remove and dispose of any existing sewers (eg. Interim sanitary forcemain) and manholes no longer required in this Plan, as per the accepted engineering drawings, all to the satisfaction of the City.
- 25 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.
- 26 The Owner shall remove any temporary catchbasins and the existing easements may be quit claimed, all to the satisfaction and specifications of the Deputy City Manager, Environment and Infrastructure and at no cost to the City.

- 27 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.

24.10 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 municipal system, namely, the existing 250 mm diameter watermain on Creekview Chase in accordance with the accepted engineering drawings;
 - ii) Should looping be required, Construct a watermain extension from Valleystream Walk external to this Plan to Warner Terrace west of this Plan to provide looping, as per the accepted engineering drawings, at no cost to the City; **OR** Construct a watermain extension from Creekview Chase external to this Plan to Sunningdale Road West to provide looping, as per the accepted engineering drawings, at no cost to the City;
 - iii) 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;
- 29 Prior to the issuance of any Certificate of Conditional Approval for this Subdivision, all relevant watermains and provision for watermain looping must be constructed and operational in accordance with approved design criteria and accepted drawings, all to the specifications and satisfaction of the City.
- 30 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, the Owner shall pay to the City at the time of the assumption of this Subdivision by the City the amount estimated by the City at the time, to be the cost of removing the automatic flushing device and properly abandoning the discharge pipe from the automatic flushing device to the storm/sanitary sewer system 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.
- 31 Unless provided in conjunction with other phases of this Subdivision, the Owner shall provide security in the amount determined to be the greater amount of the two water connections until the water looping strategy has been established. Once the water looping strategy has been accepted by the City, the Owner shall construct either of the following:
- a water connection to Warner Terrace to the east of this Plan or
 - a water connection to the existing 900 mm diameter watermain on Sunningdale Road West
- all in accordance with the accepted engineering drawings, to the specifications and satisfaction of the City.
- 32 Should the Owner request that the City of London construct any of the water servicing requirements above in conjunction with the City of London Sunningdale Road Widening Project, the Owner shall provide the required servicing information to the City and to compensate the City of London for the construction costs of these works unless already done so in conjunction with other phases of this Subdivision.

Should these works be constructed by the City, the Owner and the City will enter into an agreement outlining (at a minimum) the scope of the required works (all to the specifications of the City) and the tendered costs of the required works. The agreement will also specify that the Owner shall pay to the City, the total costs of the required works prior to the City commencing construction on the Sunningdale Road Widening Project.

24.11 ROADWORKS

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:

- 33 Prior to any work on the site, the Owner shall advise all contractors or subcontractors via tender special provisions 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.
- 34 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.
- 35 The Owner shall provide a Traffic Management Plan a minimum of three weeks prior to commencing any of the required watermain looping works on Sunningdale Road West to the City for approval.
- 36 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, all to the specifications and satisfaction of the City.
- 37 The Owner shall remove the temporary turning circle on Creekview Chase and adjacent lands, in Phase 1, Plan 39T-18501 to the south of this Plan, and complete the construction of Creekview Chase in this location as a fully serviced road, including restoration of adjacent lands, to the specifications of the City.

If funds have been provided to the City by the Owner of Phase 1, Plan 39T-18501 for the removal of the temporary turning circle and the construction of this section of Creekview Chase and all associated works, the City shall reimburse the Owner for the substantiated cost of completing these works, up to a maximum value that the City has received for this work.

In the event that Creekview Chase in Phase 1, Plan 33M-827 is constructed as a fully serviced road by the Owner of Phase 1, Plan 33M-827, then the Owner shall be relieved of this obligation.

24.12 ZONING – DRIVEWAY WIDTHS

The Owner shall provide the purchasers of all Lots in the Subdivision with a zoning information package which explains Zoning requirements for residential driveway locations and widths. The Owner shall obtain and provide to the City written acknowledgement from the purchaser of each Lot 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.

24.13 PARKS

Add the following new Special Provisions:

- 38 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, is your cat safe outdoors 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.
- 39 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.

24.14 PLANNING

Add the following new Special Provisions:

- 40 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.
- 41 The Owner shall install a 1.8 metre high noise barrier, on Lots 11 and 20 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.
- 42 The Owner of Lots 11 and 20 in this Plan, shall 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.”
- 43 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.”

SCHEDULE "C"

This is Schedule "C" to the Subdivision Agreement dated this _____ day of _____, 2022, between The Corporation of the City of London and Sunningdale Golf & Country Club Ltd. to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Creekview Chase shall taper from a road pavement width (excluding gutters) to 6.5 metres with a minimum road allowance of 18 metres as per the accepted engineering drawings
- Creekview Chase (window street portion) shall have a road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 14.5 metres

Sidewalks

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

- (i) Creekview Chase – south, east and west boulevards as per the accepted engineering drawings

The Owner shall provide sidewalk links from Creekview Chase to the future sidewalk on Sunningdale Road West in accordance with the City of London Window Street Standard Guidelines UCC-2M and the accepted engineering drawings to the satisfaction of the City, at no cost to the City. Breaks in the 0.3 metre reserve are to be identified on the survey plan when submitted to the City.

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 _____, 2022, between The Corporation of the City of London and Sunningdale Golf & Country Club Ltd. 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:	NIL
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 _____, 2022, between The Corporation of the City of London and Sunningdale Golf & Country Club Ltd. 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:	\$ 319,765
BALANCE PORTION:	<u>\$1,812,002</u>
TOTAL SECURITY REQUIRED	\$2,131,767

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 _____, 2022, between The Corporation of the City of London and Sunningdale Golf & Country Club Ltd. 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 for this Plan.

Appendix B – Claims and Revenues

Sunningdale Court Phase 3 Subdivision - Corion Properties Inc.
Subdivision Agreement
39T-18501_3

Estimated Costs and Revenues

Estimated DC Claim Costs	Estimated Cost (excludes HST)
Claims for Owner led construction from CSRF - None.	\$0
Total	\$0
Estimated DC Revenues (January 1, 2022 to December 31, 2022 Rates)	Estimated Revenue
CSRF TOTAL	\$1,442,510

- 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:

October 24, 2022

Date



Jason Senese
Manager, Capital Assets and Projects