

Bill No. 344
2011

By-law No. C.P.-1455()-

A by-law to amend By-law C.P.-1455-541 entitled, "A by-law to designate a site plan control area and to delegate Council's power under Section 41 of the *Planning Act, R.S.O. 1990, c.P.13.*"

WHEREAS Section 41 of the *Planning Act, R.S.O. 1990, c.P.13* provides in part that, where in an official plan an area is shown or described as a proposed site plan control area, the council of the local municipality in which the proposed area is situated may, by by-law, designate the whole or any part of such area as a site plan control area and may delegate to either a committee of the council or to an appointed officer of the municipality any of the council's power or authority under that section;

AND WHEREAS Clause 5(2)(b) of the *Building Code Act* authorizes the council of a municipality to pass by-laws requiring applications for building construction permits to be accompanied by such plans, specifications, documents and other information as is prescribed;

AND WHEREAS in the Official Plan for the City of London Planning Area the whole of the City of London is shown or described as a proposed site plan control area and the Council of The Corporation of the City of London considers it appropriate to designate the whole of the City of London as a site plan control area, to delegate its powers or authority under Section 41 of the *Planning Act, R.S.O. 1990, c.P.13*, to certain appointed officials of the Corporation, and to require applications for building construction permits to be accompanied by plans and drawings referred to in Subsection 41(4) and by one or more agreements with the Corporation that deal with or ensure the provision and maintenance of any of the facilities, works or matters to be provided in conjunction with all buildings and structures to be erected and any of the facilities, works or matters mentioned in Subsection 41(7) of that Act.

AND WHEREAS Municipal Council of The Corporation of the City of London passed By-law C.P.-1455-541 being a by-law to designate a Site Plan Control Area and to delegate Council's power under Section 41 of the *Planning Act, R.S.O. 1990 c.P.13*;

AND WHEREAS it is deemed expedient to amend the said By-law;

Now THEREFORE the Municipal Council of The Corporation of the City of London hereby enacts as follows:

1. By-law No. C.P.-1455-541 is hereby amended by deleting Sections 1 to 17 inclusive and by replacing them with the following new Sections 1 to 15:

Definitions

1. In this by-law, unless a contrary intention appears,
 - (a) "Act" means the *Planning Act, R.S.O. 1990, c.P. 13*;
 - (b) "Corporation" means The Corporation of the City of London;
 - (c) "Council" means the municipal council of the Corporation;
 - (d) "delegated official" means any of the appointed officers of the Corporation identified in Schedule 3 to this by-law either by name or position occupied;
 - (e) "development" means
 - (i) the construction, erection or placing of one or more buildings or structures on land; or
 - (ii) the making of an addition or alternation to a building or structure that has the effect of substantially increasing the size or usability thereof; or
 - (iii) the laying out and establishment of a commercial parking lot or of sites for the location of three or more trailers or of sites for the location of three or more mobile homes; or

- iv) sites for the construction, erection or location of three or more land lease community homes;

and includes redevelopment;

(f) "Development Agreement" means an agreement entered into between the Corporation and the Owner outlining the terms and conditions of the development and the approved plans and drawings as provided under Section 41(7)(c) of the Planning Act RSO 1990;

(g) "mobile home" means any dwelling that is designed to be made mobile, and constructed or manufactured to provide a permanent residence for one or more persons, but does not include a travel trailer or tent trailer or trailer otherwise designed;

(h) "Official Plan" means the Official Plan for the City of London Planning Area as amended from time to time;

(i) "Owner" means the person appearing as the registered Owner according to the records of the proper land registry office or a person in the actual occupation of land sold to the Director in accordance with the Veterans' Land Act (Canada) shall also be deemed to be the Owner;

(j) "security policy" means the policy regarding subdivision security and development agreement security adopted by resolution of Council on November 2, 1981, as amended from time to time, or any successor of that policy;

(k) "Site Plan Design Manual" means Schedule 1 to this by-law; and

(l) "trailer" means any vehicle so constructed that it is suitable for being attached to a motor vehicle for the purpose of being drawn or propelled by the motor vehicle, and capable of being used for the living, sleeping or eating accommodation of persons, notwithstanding that such vehicle is jacked-up or that its running gear is removed.

Site Plan Design Manual

- 2. (1) The Site Plan Design Manual is attached as Schedule 1 and forms part of this by-law.

Metric

- 3. Wherever Metric measure is used in the Design Manual, the inclusion in parenthesis of Imperial measure is for convenience only and, in the event of any discrepancy between the Metric measure and the corresponding Imperial measure, the Metric measure applies.

DEVELOPMENT SUBJECT TO SITE PLAN APPROVAL

Site Plan Control Area

- 4. The whole of the City of London as constituted from time to time is hereby designated as a site plan control area.

Exempt Classes of Development

- 5. The following classes of development may be undertaken without the approval of plans and drawings otherwise required under Subsection 41(4) or (5) of the Act, and this by-law does not apply to such classes:

(a) A building or structure which is constructed, erected or placed on a freehold lot for the purpose of a single detached dwelling unit or a semi-detached dwelling unit or a duplex dwelling, except a single sideyard dwelling unit and except where the approval of plans or drawings is required as a condition of provisional consent or a condition of a Minor Variance decision or otherwise required by the Official Plan.

(b) An addition or alteration to a building or structure mentioned in Clause (a) except a single side yard dwelling unit and except where the approval of plans or drawings is required as a condition of provisional consent or a condition of a Minor Variance decision or otherwise required by the Official Plan.

(c) Agricultural and farm related buildings, building additions, building alterations or structures that are utilized in farming operations but not including agricultural-commercial or industrial operations such as farm equipment sales and service, farm supply sales and agricultural storage, service or supply establishments.

(d) Sand and gravel pits located in the City.

Provision and Maintenance of Facilities, etc.

6. As a condition to the approval of the plans and drawings referred to in subsection 41(4) of the Act, the Owner of the land shall hereby:

(a) provide at no expense to the Corporation the facilities, works or matters mentioned in clause 41(7)(a) of the Act approved in accordance with Section 41 of the Act and shown on the approved plans and drawings and in the development agreement; and

(b) maintain at the sole risk and expense of the Owner the facilities or works mentioned in paragraphs 2, 3, 4, 5, 6, 7, 8 and 9 of clause 41(7)(a) of the Act and shown on the approved plans and drawings and in the development agreement, approved in accordance with Section 41 of the Act, including the removal of snow from access ramps and driveways, parking and loading areas and walkways.

APPROVAL OF PLANS AND DRAWINGS

Application for Approval

7. Every site plan application shall be accompanied by the following plans, specifications, documents and information:

(a) the plans referred to in Paragraph 1 of Subsection 41(4) of the Act, showing all facilities and works to be provided in conjunction with the building or structure and all the facilities, works and matters referred to in Clause 41(7)(a) of the Act in accordance with Schedule 1, Site Plan Design Manual submission requirements;

(b) the drawings referred to in Paragraph 2 of Subsection 41(4) of the Act in accordance with Schedule 1, Site Plan Design Manual submission requirements;

(c) where required under clause 9(b) of this by-law one or more agreements with the Corporation in the form in Schedule 2 to this by-law dealing with the provision and maintenance of the facilities and works to be provided in conjunction with the building or structure and the facilities, works and matters mentioned in Subsection 41(7) of the Act in accordance with the plans and drawings approved pursuant to the Act and this by-law and in accordance with Schedule 1, Site Plan Design Manual submission requirements;

(d) where required under an agreement referred to in clause (c) cash or an irrevocable letter of credit in favour of the Corporation in accordance with schedule 1 council's security policy to protect the Corporation in respect of its liability for holdback and costs under Subsection 17(4) of the Construction Lien Act, 1990 and to assure satisfactory provision and maintenance of the facilities and works to be provided in conjunction with the building or structure and the facilities, works and matters mentioned in Subsection 41(7) of the Act in accordance with the plans and drawings approved pursuant to the Act and this by-law and in accordance with Schedule 1, Site Plan Design Manual submission requirements; and

(e) all reports and studies required on the record of consultation.

Delegation to Appointed Officers

8. (1) Subject to Section 9 schedule 3 of this by-law, all of the Council's powers or authority under Section 41 of the Act, except the authority to define any class or classes of development as mentioned in Clause 41(13)(a) of the Act, are hereby delegated to and may be exercised by one or more of the appointed officers of the Corporation identified in Schedule 3 to this by-law either by name or position occupied.

(2) The Council hereby appoints each appointed officer to be appointed officers to sign and deliver, together with another one of the appointed officers, for and in the name and behalf of the Corporation agreements in the form in Schedule 2 to this by-law, and such agreements shall be binding upon the Corporation without any further authorization or formality.

Exercise of Power

9. The exercise of the powers, authority or appointment delegated or made under Section 8 of this by-law is subject to the following:

(a) An appointed officer shall approve the plans and drawings referred to in Subsection (41)(4) of the Act except where,

(i) the proposed facilities, works or matters shown on the plans and drawings are not consistent with the Provincial Policy Statement, are not consistent with the policies of the Official Plan and other Council approved policy, do not comply with the zoning by-law and any other applicable by-law.

(ii) where submission requirements of the application under Section 7 of this by-law are incomplete.

(b) As a condition to the approval of plans and drawings referred to in Subsection 41(4) of the Act, the appointed officer may require that the Owner of the land enter into one or more agreements referred to in Paragraph (7)(c) of this by-law.

(c) The powers or authority under Clauses 41(7)(b) and (c) of the Act with respect to any of the facilities, works or matters mentioned in Paragraphs 1, 2, 3, 7, 8 and 9 of Clause 41(7)(a) of the Act shall be exercised by an appointed officer on the advice of the City Engineer or his delegate.

(d) The provisions of the Site Plan Design Manual shall be applied in each circumstance as it arises with such variations or modifications as the circumstances may require so long as each applicable provision is given effect according to its true intent and purpose.

(e) The form or wording of the agreement in Schedule 2 shall be used with such variations or modifications as circumstances may require so long as the substance is not changed or affected and any variance from Schedule 2, not being in manner or substance, does not affect the regularity of any agreement. In addition to this, other clauses may be added as required by the appointed officer.

(f) (i) At the time of considering a zoning or rezoning of a property or properties, the Built and Natural Environment Committee may as part of their recommendation to City Council require that a site plan public meeting be held to receive comments regarding the site plan, building elevations, landscape plan and any requirements of the development agreement by placing a holding provision with the proposed zone without further notice or by adding a direction for staff to hold a public meeting at Built and Natural Environment Committee and based on the one or more public meetings Council should advise the appointed officer of any items to consider in their reviews as raised by the public and/or as advised by Council; or

(ii) In some cases, Official Plan Policies may require a site plan public meeting. In these cases the appointed officers will request that the Built and Natural Environment Committee convene a public meeting on behalf of the appointed officers to obtain input from the public and receive advice from Council and subsequently report to the appointed officers the results of the public meeting and any comments of Council; or

(iii) When, in connection with a specific application, City Council passes a by-law to revoke the powers under Section 8 of this By-law, a public site plan meeting shall be convened by the Built and Natural Environment committee and the Owner shall be afforded an opportunity to be heard at a public meeting of the Built and Natural Environment Committee, for the purpose of considering the plans and drawings and requirements pertaining to the development. The Built and Natural Environment Committee shall provide a recommendation to Council concerning the approval of the plans and drawings pertaining to the development and any requirements under Subsection 41(7) of the Act, including the provision of any agreement required; or

(iv) In any case where development has been the subject of a public site plan meeting and that development does not proceed, a further public site plan meeting will be required when a new site plan application is made for the same lands. In cases where an application is made to make minor amendments in keeping the general intent of the plans approved by Council, the appointed officers may approve these changes and may add any additional clauses to the agreement without the need for a further public site plan meeting except as otherwise directed by Council.

Executive Acts Authorized

10. The Mayor and City Clerk are hereby authorized to execute on behalf and under the seal of the Corporation any document necessary to give further effect to the provisions of this by-law, when the appointed officers' authority has been revoked.

ENFORCEMENT

Conflict of Laws

11. In the event of conflict between the provisions of the Site Plan Design Manual and any applicable zoning by-law or federal or provincial statute or regulation, the provisions of the zoning by-law, statute or regulation shall apply.

Development Without Approved Plans

12. Every person who, without having plans or drawings approved in accordance with Section 41 of the Act, undertakes any development in the site plan control area designated by this by-law is pursuant to Section 67 of the Act, guilty of contravening Section 41 of the Act.

Failure To Provide or Maintain Facilities, etc.

13. Every person who undertakes any development in the site plan control area designated by this by-law without providing or maintaining any of the facilities, works or matters that are mentioned in Clause 41(7)(a) of the Act and that are required by the Corporation under that clause as a condition to the approval of plans or drawings in accordance with Section 41 is, pursuant to Section 67 of the Act, guilty of contravening Section 41 of the Act.

Failure To Enter Into Agreement

14. Every person who undertakes any development in the site plan control area designated by this by-law without entering into one or more agreements with the Corporation that deal with or ensure the provision or maintenance of any of the facilities, works or matters and that the person is required by the Corporation to enter into under that subsection as a condition to the approval of plans and drawings in accordance with Section 41 is, pursuant to Section 67 of the Act, guilty of contravening Section 41 of the Act.

Penalty Upon Conviction

15. Every person who is convicted of an offence under Section 41 of the Act is liable to fine or penalty prescribed by Section 67 of the Act.

2. By-law No. C.P.-1455-541 is hereby amended by deleting Section 1 of Schedule 1 and replacing a new Section 1 of Schedule 1 of the by-law as follows:

Schedule 1

1. SUBMISSION REQUIREMENTS to By-law, CP-1455-541 Site Plan Design Manual

a. Introduction

Site plan drawings accompanying an application for site plan approval are required to demonstrate how a proposal meets the various aspects of the Official Plan Policies, the Zoning By-law and the City's Site Plan Control Area By-law.

All the information may be presented on one drawing provided the information is clearly legible and accurate. On more complex proposals it may be necessary to

prepare separate drawings to illustrate each aspect more clearly, e.g. existing conditions, site plan, landscape plan site servicing plan, building elevations and a legal plan.

All projects require a site plan drawn to scale on a manageable sheet size. A plan of topographical survey of the job, if available, will assist in the assessment of the project. Building elevations are also required and in some cases, cross-section drawings and an Urban Design Brief are also required.

The following sections outline the submission requirements for each submission point in the Site Plan Approval process. Incomplete submissions will not be received for processing. Where possible all submissions should be made in hard copy and electronic (.pdf) formats.

1.2. **Request for Consultation Package**

The Request for Consultation summarizes the Applicant's concept plan and assumptions for developing their site. Submission of a Site Plan Request for Consultation constitutes the Applicant's formal request to initiate Mandatory Consultation as required under the City's Planning Pre-consultation By-law, C.P. 1469-217. A Request for consultation Package includes:

(a) Supporting Information Cover Document including the completion of the Site Plan Request for Consultation form

1. Description of the proposed site;
2. Written report of the context within the existing neighbourhood and the current Official Plan policy, including a map to contextualize the site/layout with the neighbourhood;
3. Intention and objectives of the proposed site plan; and
4. Servicing assumptions for the site.

(b) Concept Site Plan Drawings: All packages require a dimensioned plan illustrating the proposed concept for development of the site and showing key existing and proposed site features on the face of the plan such as location of buildings, significant vegetation, access, etc.:

- Dimensioned plan illustrating the proposed site.
- Location of existing and proposed buildings on the site.
- Significant trees and natural vegetation.
- Hard and soft Landscaping
- Pedestrian and vehicular access to/from the site
- Location and nature of vehicle/bicycle parking
- Loading/service/garbage areas
- Sign location(s)
- Principal pedestrian entrance, barrier free entrance and fire fighters' entrance
- Fencing (location & type)
- Easements, comments on the property

(c) Concept Elevations:

The request package shall include concept elevations for each view of the proposed development (Depending upon the type and scale of the proposed development) concept elevations may take the form of either drafted plans, doctored photos or illustrated examples. Detailed elevations are not required at this stage but the provided concepts should adequately convey the proposed built form and appearance of the development and include items such as:

- Facades labelled according to the direction they face
- Indicate facade materials to be used
- Identify major pedestrian entrances
- Indicate Base, Middle, Cap of the structure(s)
- Roof type
- Sign location(s)
- Vision (transparent) glass location(s)
- Existing condition plan as per Section 1.4 of Schedule "1"
- Context with nearby buildings

REQUIREMENTS PLANS AT THE APPLICATION STAGE

The following plans are required for Site Plan Approval

1.3. Legal Plan Requirements

The Legal plan (if required) should show the following:

- (a) plans in blackline only, 56 cm x 82 cm maximum (22" x 32"), of development site, including a calculation of its area, certified by an Ontario Land Surveyor;
- (b) title, location of project, date, of the survey;
- (c) north point and scale (graphic bar scale as well as written ratio scale); and
- (d) bearings and distance of all property lines, and dimensions and location of all existing buildings and structures.

1.4. Existing Conditions Plan Requirements

The existing conditions plan should show the following:

- (a) dimensions and locations of all existing buildings or structures, fences, access driveways, fire hydrants and utility poles;
- (b) existing site constraints, such as adjacent streets (showing curbs, gutters, ditches, etc.), sidewalks, rights of way and easements;
- (c) the location, elevation, size and species of:
 - (i) trees exceeding 100 mm (4 inches) diameter at breast height;
 - (ii) trees and shrubs exceeding 1.5 metres (5 feet) in height located:
 - on a property line of the proposed development
 - on the proposed development and within 6 metres (19.6 feet) of a property line including a property line common to a public street
 - on lands adjacent to the proposed development and within 3.0 metres (10 feet) of the common property line;
 - (iii) trees and shrubs on the boulevard of the public street along the streetline(s) of the proposed development; and
 - (iv) wetlands, ESA(s), woodlands and Areas of Natural and Scientific Interest
- (d) existing location and/or distance of the nearest transit stop from the limits of the property;
- (e) existing location and/or distance of the nearest transit stop from the limits of the property;
- (f) existing uses on abutting properties;
- (g) existing contours; existing servicing;
- (h) existing easements or restrictive covenants.

1.5. Site Plan Requirements (see Figure 9.2 for Example)

The site plan requirements are as follows:

- (a) plans submitted to be in blackline only, no greater than 56 cm x 82 cm (22" x 32") (for reduction purposes) folded to 22 cm x 28 cm or 36 cm (8 1/2" x 11" or 14");

- (b) key map - scale 1:2,000 outline of the development site with sufficient amount of surrounding area to indicate its general location, with major adjacent features, such as parks, bus routes, etc. (base map is available from the City);
- (c) title, location (plan and lot number) and date;
- (d) north point and metric scale [preferably 1:500 (1" = 40') or 1:250 (1" = 20') graphic bar scale, as well as a written ratio scale];
- (e) centre line and curb line of adjacent streets, sidewalks and existing street line; required dedication for street widening purposes and future road widening in accordance with adopted Council standards in the Official Plan and the Zoning By-law (all dimensions should be included on the drawing);
- (f) if the site is adjacent to a river or large watercourse, the site plan drawing should show the location of the surface water at normal flows, the floodplain boundary, if it has been established by the Upper Thames River Conservation Authority, contours of the valley and the banks at not more than 1.5 m (5 feet) intervals and the dedication line;
- (g) clear indication of subject property's boundary being the same as the legal plan (dimensions and area calculations);
- (h) approximate location and height of buildings on adjacent sites;
- (i) adjacent property owned or controlled by the applicant;
- (j) locations, height and dimensions [distances between buildings and yard dimensions (front yard, side yard, rear yard)] of all buildings and other structures proposed on the site;
- (k) a "site data" schedule as illustrated in Table 1.1 for residential uses, industrial, institutional and Table 1.2 for commercial uses;
- (l) location and height of external lighting fixtures;
- (m) garbage storage (type and location) and collection areas;
- (n) loading and on site vehicular circulation areas, indicated widths and proposed direction of traffic flows as well as proposed ramps or access driveways;
- (o) proposed parking areas or structures; number of spaces, dimensions of parking spaces, aisles and driveways, location of pedestrian and vehicular building entrances, and area to be devoted to each proposed use;
- (p) proposed snow storage areas
- (q) landscaped areas;
- (r) where there is a major change in existing topography, existing and proposed grades at key points, such as building corners, tops and bottoms of proposed slopes, walls, curbs and steps;
- (s) location and height of free-standing signs;
- (t) location of walkways and bicycle ways including surface treatment; and
- (u) identification of transit routes abutting or adjacent to a proposed development site, and the location and/or distance from the limits of the site to the nearest transit stops.

1.6. **Landscape Plan Requirements**

1.6.1 **Landscape Planting Plan** (See Figure 9.1 for Example)

The base plan for the landscape plan should be the same as the site plan. The landscape plans should be in blackline only, 56 cm x 82 cm (22" x 32"), and should include:

- (a) location by symbol of all existing trees (to be preserved) and proposed trees and shrubs (the symbol should reflect the branch spread or canopy of existing trees and shrubs, and the proposed trees and shrubs at maturity);
- (b) a list of all species, including common name, botanical name, quantity, size and condition at planting (see Table 9.4);
- (c) planting specifications including sodding (see Table 9.6);
- (d) cross-section to show detailed tree and potted shrub planting methods (see Figure 9.3); and
- (e) the landscape plan should include the professional endorsement (stamp) of a landscape architect or equivalent where warranted.

1.6.2 **Tree Preservation Plan**

Trees and shrubs proposed for preservation and preservation measures can be incorporated on the Landscape Planting Plan or shown on a separate Tree Preservation Plan. Separate Tree Preservation Plans should:

- (a) be at the same scale as other site plans and preferably superimposed upon the Site Servicing Plan;
- (b) accurate location of existing vegetation;
- (c) existing and proposed grade elevations;
- (d) building(s), site facilities including parking areas, driveways, service areas, pedestrian walkways, and underground and overhead services; and
- (e) limits of construction/ground disturbance.

1.7. **Site Servicing Plan Requirements**

The site servicing plan should be prepared by a registered Professional Engineer in Ontario and the plans shall be stamped and signed. This should include:

1.7.1. **Sanitary Sewer Systems**

- (a) drainage piping - location, from building to private drain connections, size and grade;
- (b) private drain connections - existing and new, location, size and grade;
- (c) control manholes (if required, see Section 12.6), to be located at the street line on private property;
- (d) all manholes to show invert and finish grade elevations; and
- (e) The design of "private" sewer and water are to conform to the requirements set out in the Ontario Building Code. In some cases, these systems may require a Certificate of Approval by the Ministry of Environment.

1.7.2 **Storm Drainage Systems and Grading Plans**

- (a) catch basins - locations, proposed elevations for grates, and inverts;
- (b) all manholes to show invert and finish grade elevations;
- (c) drainage piping - location, size, grade (slope);
- (d) private drain connections - existing and new, location, size and grade;
- (e) drainage swales (landscaped areas) - elevations along swale, cross sections % grade (slope);
- (f) overland flow - show flow arrows to permit ready identification of overland flow direction, show existing and proposed elevations along property lines, and key points on site and abutting properties;

- (g) flows from adjacent properties - in the event that adjacent private properties drain onto the site being developed, the storm drainage system is to be designed to prevent storm water from backing up and creating a flooding or ponding condition on the adjacent property;
- (h) weeping tiles - where weeping tiles are to be installed show how the flows will be handled to comply with Section 12.1;
- (i) dry-well systems, infiltration systems and storm retention systems - the site services plan is to display such relevant detail contained in the consulting engineer's design as will be necessary to insure that all design features are implemented by the contractor (see Sections 12.3 and 12.4); and
- (j) the site shall be designed to the standards and specifications of the City and any alternative designs, enhanced operational requirements shall be approved by the City Engineer.

1.7.3 **Water Systems**

- a) show size and location of watermain, valves, fire hydrants, siamese connections, chambers, water meter location(s), etc.;
- b) existing services and service box chambers;
- c) watermain and water service design to City of London specifications and Ministry of the Environment requirements;
- d) Where the Ontario Building Code does not specify, the City of London's specifications shall take precedence for all watermain and services;
- e) All watermain and services above 100 mm diameter and larger shall be swabbed, chlorinated, and tested in accordance with applicable standards and requirements.

1.8. **Building Elevations and Cross-Section Drawings Requirements (Fig. 1.1)**

The following must be submitted:

- (a) the drawings submitted to be in blackline, no greater than 56 cm x 82 cm (22" x 32") - it is preferred that this drawing be included on the site plan drawing;
- (b) scale 1:200 (1" = 16') or 1:100 (1" = 10') as appropriate;
- (c) elevations of all facades of the buildings and front facade of any buildings on adjacent property;
- (d) the elevations should show all windows, doors, other openings, and any mechanical equipment on the roof. The habitable and non-habitable room windows of dwelling units should be identified on the drawing. Signs and graphics should also be shown;
- (e) Indicate the type, colour and texture of materials;
- (f) a longitudinal cross-section view through the building to the street line, including all parking structures, should be shown - where parking structures are included, a cross-section should be taken along the driveway providing access to the street showing the slope of the ramps (see Figure 6.2 for standards); and
- (g) the elevation of any sign structure should be shown. (Sizes of signs are regulated under the Sign and Canopy By-law).

TABLE 1.1

RESIDENTIAL SITE DATA		
Gross Site Area	m ²	ha
Net Site Area (-road allowance dedication)	m ²	ha

Number of Units:	
Single Family	
Semi-Detached	
Townhouse	
Apartments	
Number of Units by Bedroom Count:	
Bachelor	
1 Bedroom	
2 Bedroom	
3 Bedroom	
4 Bedroom	
5 or more Bedrooms	
Height	m
Density	units per net hectare
Building Area	m ²
Building Coverage	%
Landscaped Open Space	m ² % *
Common Open Space	m ² % *
Parking Spaces Provided	
Parking Rates Used	<u>Ratio</u> space per Spaces Required
Visitor Parking	
Barrier Free Parking	

3. Amend Section 9.4 (viii) of Schedule 1 of the by-law by deleting the words "Plan Section" in the last line and by replacing them with the words "Plant Selection".

4. Amend Schedule 2 of the By-Law by deleting Schedule 2 and by replacing it with Schedule 2 as follows:

**Schedule 2
To By-Law CP-1455-541**

Development Agreement Clauses

This Agreement made in duplicate this day of , 2011.

This Agreement made in duplicate this day of , 2011.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON,
hereinafter called "the City" OF THE FIRST PART;

- and -

COMPANY NAME
hereinafter called "the Owner" OF THE SECOND PART;

WHEREAS the Owner represents that it is the registered owner of the lands situate in the City of London, in the County of Middlesex, more particularly described in the **Schedule "A"** attached hereto (the "Land"), which is known municipally as Municipal Address;

AND WHEREAS as a condition of the approval of site plans and drawings for a development on the Land pursuant to Section 41 of the Planning Act, R.S.O.1990, c.P.13., the Owner is entering into this Agreement with the City dealing with the buildings and structures to be erected on the Land and all facilities and works to be provided in conjunction therewith including the provision and maintenance thereof (hereinafter called "the Development ") by the Owner and any and all subsequent owners to the satisfaction of and at no expense to the City.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for other valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by the City to the Owner (the receipt and sufficiency whereof is hereby acknowledged) the parties hereto covenant and agree each with the other to comply with, keep, perform and be bound by each and every term, condition and covenant herein set out to the extent that the same are expressed to be respectively binding upon them, and the same shall enure to the benefit of and shall be binding upon their respective heirs, executors, administrators, successors and assigns.

1. Definitions: The words and phrases defined in this section shall, for all purposes of this Agreement and of any subsequent agreement supplemental hereto, have ascribed to them the meanings herein specified unless the context expressly or by necessary implication otherwise requires:

"Chief Building Official, (CBO)" means the person holding the position of Chief Building Official for the City of the London, or his/her designate;

"Building" means any structure consisting of walls and a roof which is used or intended to be used for the shelter, accommodation or enclosure of persons, animals, or chattels, and includes accessory buildings and structures such as heat pumps or air exchangers, but does not include any vehicle or a fence.

"Fire Chief" means the person holding the position of Fire Chief for the City of London on his/her designate.

"City Engineer" shall mean that the person holding the position of City Engineer for the City of London or his/her designate;

"Fully Serviced" shall be deemed to include but not limited to those works, services and other requirements as set out in this Agreement.

"Lot" shall include "Block" and vice-versa.

"Managing Director" means the person holding the position of Managing Director of Development Approvals Business Unit for the City of London or his/her designate.

"Professional Engineer" shall mean a licensed Professional Engineer who, holds a current certificate of authorization issued by the Association of Professional Engineers of Ontario or, is employed by a partnership or corporation authorized by the Association to offer Professional Engineering services to the public and who is retained by the Owner to provide professional engineering services in connection with the Development.

"The Development" shall mean the Buildings and structures to be constructed, erected or placed on the Land or a commercial parking lot established on the Land, and includes all facilities and works to be provided in conjunction therewith as described herein, including the provision and maintenance thereof which shall be undertaken by the Owner and all subsequent owners and that are contained within the limits of the Land or as otherwise indicated herein.

2. Incontestability: The Owner shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative or other tribunal the right of the City to enter into this Agreement and to enforce each and every term, covenant and condition thereof and this provision may be pleaded by the City in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

3. Work According to Plans: The Owner shall develop the Land in accordance with the approved site plan, site servicing plan, and the elevation drawings, which are attached hereto as Schedules "B", "C" and "D", respectively. The Owner shall submit from time to time one or more plans and drawings as may be required pertaining to any of the buildings, structures, facilities, works and matters to be erected, constructed or installed on the Land, including but not restricted to any plans or drawings specifically mentioned herein. Such plans and drawings as and when approved by the City, whether before or after the date upon which this Agreement is entered into shall be treated as forming part of this Agreement in the same manner and to the same extent as if such plans and drawings had been approved and actually attached to this Agreement at the time that it is entered into. In all matters not herein provided for, the Owner shall develop the Land and shall use the same in accordance with the Site Plan Design Manual and plans and drawings required to be filed and as approved. The provisions of this Agreement and any approved site plan or drawing pertaining to a facility, work or matter shall be construed and applied as complementary to each other but in the event of any conflict the plan or drawing receiving the last approval shall govern.

Upon completion of the Development, the Owner agrees that the responsibility for the repair, maintenance and replacement of any or all of the facilities and works within this Development will rest with the Owner at its sole expense and that the City will have no liability for repair, maintenance or replacement of any works within this Development.

4. Drawings and Construction of External Works: Prior to the issuance of a Permit of Approved Works (PAW) the Owner shall have its Professional Engineer submit detailed design drawings of external road, sewer and other improvements, together with associated internal facilities and works and detailed final estimates of the total cost and the City's share of construction costs, to and for the approval of the City Engineer. Prior to occupancy of any building, (unless otherwise approved by the City Engineer, the Owner shall construct solely at its expense and to the specification and satisfaction of the City Engineer, the following works:

(a) description

5. "As-constructed" Drawings: Prior to the release of any security posted under this Agreement, or any portion thereof, the Owner shall supply to the City with "as constructed" drawings for all municipal services installed under this Agreement and to be assumed by the City, all to the specifications and satisfaction of the City Engineer, and all at no cost to the City.

6. Inspection and Completion of Works: The Owner shall have its Professional Engineer provide on-site inspection by a qualified inspector approved by the City Engineer of all facilities, works and services required by this Agreement that are to be assumed for maintenance by the City. Upon completion of the facilities, works and sewers prior to requesting the City to assume the facilities, works and services the Owner shall supply to the City Engineer, a certificate of the Owner's Professional Engineer substantially in the form attached as **Schedule "F"**.

When all facilities, works and services required to be constructed, installed or done by the Owner have been accomplished strictly in accordance with this Agreement and the approved plans and drawings, to the specifications and satisfaction of the City Engineer. The City Engineer shall issue to the Owner a Certificate of Assumption approval to that effect (the "Assumption Certificate"). The City will not issue an Assumption Certificate until the Owner has provided the City Engineer with final "as-constructed" drawings to the current standards of the City Engineer.

7. Completion of Work: All work required under this Agreement, including but not restricted to asphalt surfacing, fencing, establishment of landscaping and development "as constructed" drawings, shall be completed or delivered, as the case may be, within a period of nine (9) months of the date of substantial completion of construction of the Development as determined by the Managing Director. All such work shall be performed to the satisfaction of the City Engineer, and the Managing Director as the case may be.

8. Methane Gas Report: If, during the building or constructing of all buildings, structures, facilities, works and services within this Developments, any deposits of organic materials or refuse are encountered, these deposits must be reported to the City Engineer and the CBO immediately and if required b the City Engineer or the CBO; the owner shall at its expense retain a Professional Engineer competent in the field of methane gas to investigate these deposits and submit a full report on them to the City Engineer and the CBO. If the report indicates the presence of methane gas, then all of the recommendations of the Professional Engineer, contained in any such report submitted to the City Engineer and the CBO shall be Implemented and carried out by and at the expense of the Owner under the supervision of the Professional Engineer, to the satisfaction of the City Engineer and the CBO before any construction progresses in such an instance. The report shall include provision for an ongoing methane gas monitoring program, if required, subject to eh approval of the City Engineer for review for the duration of the approved program.

If a permanent venting system or facility is recommended in the report, the owner shall register against the title of each affected Lot and Block and include in any agreement for the sale or transfer of each of the affected Lots and Blocks, a covenant by the purchaser or transferee (and by each successive Owner after such purchaser or transferee) stating that the owner of the subject Lots and Blocks must have the required venting system or facility designed constructed and monitored to the specifications of the City Engineer and, that the owner must maintain the installed venting system or facilities in perpetuity at no cost to the City. The report shall also include measures to control the migration of any methane gas to abutting lands outside the Land.

9. Works Oversized For Industrial Use: In this clause "industrial oversizing" means the extra capacity of any municipal work undertaken by the Owner and assumed by the City to serve lands designated or zoned for industrial use other than those of the Owner, and "oversizing" and "oversized services" shall have a corresponding meaning. If the Owner is required under this Agreement to construct oversized services concurrently with this Development, the City shall commit an amount of money up to but not exceeding (insert \$ amount) from the Fund (hereinafter called the Fund") established by the Fund By-law (A.-5840-172), as amended from time to time, for contribution by the City toward the cost paid by the Owner in constructing such oversized services. Notwithstanding any other provision of this Agreement, the commitment against the Fund and the City's obligation in law or otherwise if an,

to pay or contribute toward the Owner's oversizing costs shall be at an end either if the Owner failed to execute this Agreement and deliver it to the City within a period of sixty (60) days after the date of approval of this Development by the City under Section 41 of the Planning Act, R.S.O.1990, c.P.13., pursuant to the Site Plan Control Area By-law (C.P.-1455-541), as amended from time to time, or if, although the agreement is received by the City within the said period construction of the oversizing is not commenced or such construction is commenced but not fully completed to the satisfaction of the City Engineer within one (1) year of the date of receipt by the City of this Agreement executed by the Owner. Where a commitment remains outstanding, the Owner may upon supplying a certificate of completion of works pursuant to this Agreement, make application to the City for payment from the Fund up to but not exceeding the sum mentioned above toward the Owner's oversizing costs as confirmed by the City Engineer. Payment up to but not exceeding the sum mentioned above shall be made pursuant to the policy established by Council to govern the Fund. The Owner acknowledges that no words or phrases used in this Agreement relating to the calculation of any credit, where such are permitted due the Owner or entitlements from the Fund or elsewhere shall be interpreted as an obligation or promise on the part of the City to pay from the Fund except in conformity with the policies governing its administration as provided in this clause, and further no payment shall be made except from the Fund and only after appropriate application is made as herein set out. Notwithstanding the other provisions of this clause, if the Owner chooses to construct the oversized services at his/her own expense at any time, which the Owner is free to do, the assumption by or any other act or omission by the City shall not obligate it in any way to ever contribute toward or make reimbursement for any part of the Owner's costs of such industrial oversizing.

10. City's Right To Enter: The City or any of its officers, employees, servants or agents and any other persons authorized by the City for this purpose shall have the right at any time and, from time to time to enter upon Land (except any room or place actually used as a dwelling unless the occupant has first been informed that the right or entry may be refused and entry made only under the authority of a search warrant or court order and the occupant has been requested to give and has given consent to enter) and any lands upon which any facility, work or service herein required to be done is being, or has been, erected, constructed, or installed and to make such tests and inspections as it may deem necessary or desirable and to call for and obtain any document, contract, plan, specification, record or other writing or thing, and to give direction to the Owner in any matter touching upon the due completion of the facilities, works and services herein required to be done . The City may require that any or all work shall cease until any breach of plans and specifications or the City Engineer's requirements (of which he shall be the sole judge) has been remedied (other than the work required to be done to remedy such breach) and if the City Engineer shall deem it necessary to engage technical consultants to assist him in the performance of any inspection or supervision, the expense of such technical consultants, if engaged, shall be a debt due to the City by the Owner recoverable upon demand or from any security posted by the Owner. The City, its officers, employees, servants and agents shall not be liable to the Owner or any occupant of the Land for any losses or damages of any kind whatsoever arising in any way from entry for such purposes.

11. Erosion and Sediment Control: The Owner shall construct temporary measures to control silt entering the storm drainage system to the specifications outlined in the Guidelines on Erosion and Sediment Control for Urban Construction Sites (May 1987) prepared by the Ministry of Natural Resources. These measures are to be approved by the City Engineer and installed

prior to commencing any construction of this Development, and are to remain in place until construction as required under this Agreement has been completed to the specifications of the City Engineer. The Owner shall have its Professional Engineer monitor the erosion and sediment control measures installed in accordance with the above-noted Guidelines and submit to the City Engineer monitoring reports with a log of dates when the facilities were inspected, the condition of the facilities at that time, and what remedial action, if any, was needed and taken. The monitoring reports are to be submitted to the City Engineer by April 1, July 1 and November 1 of each year until all works and services in this Plan are completed to the satisfaction of the City.

12. Grading and Lot Grading:

The Owner covenants and agrees that each lot and block shall be graded to conform generally to the elevations and grades shown on the approved site servicing plan attached hereto as Schedule "C" for the full developed lot or block including the building, the landscaping and the paved driveway.

The Owner further agrees that he shall either impose by a general registration on the all lots and blocks in the development a building scheme which includes the following lot and block grading restrictions, or include in the agreement of the sale and in the conveyance or transferee (and by each successive owner after such purchaser or transferee) in the following form to observe and comply with the lot grading restrictions (attached as **Schedule "G"**)

(v) Obligation to Maintain Grading: After the Land is graded in accordance with Clause (i) of these restrictions, no change shall be made to the actual finished elevation and grading of the Lands in any way that results in a material alteration of drainage on or across the Lands or adjacent lands from that shown on the approved site servicing plan and the Certified Lot Grading Plans for these lands adjacent lands.

(vi) Continuation of Covenant: The Transferee agrees to obtain from any subsequent purchaser or transferee from him a covenant to observe and comply with the restrictions set forth above including this clause.

The Owner further agrees that the existing property line grades abutting developed lands are not to be altered or disturbed, except as approved otherwise by the City Engineer.

The Owner shall construct silt fences or other facilities as required during construction to control overland flows from this development to ensure that mud, silt, construction debris, etc. does not adversely affect abutting properties, all to the specification of the City Engineering.

13. Storm Water Management: The Owner shall construct the storm water management system in accordance with the accepted drawings. The Professional Engineer shall provide inspection during construction of the storm water management system and certify upon completion that it was constructed in accordance with the accepted drawings. This work shall be completed prior to occupancy of the Development. The Owner shall maintain this storm water management system thereafter so that it is functional as designed all to the satisfaction of the City Engineer, and at no cost to the City.

14. Debris and Soil on City Streets: The Owner shall employ measures during the course of Development (including any demolition) so that debris, dirt or other rubbish or refuse is not deposited on any street by vehicles delivering materials to or removing materials from the Land or, if unavoidably deposited on any street is removed as soon as practicable and the street restored to a clean condition. If the Owner is given notice by the City to restore any such street to a clean condition to the satisfaction of the City Engineer and the Owner fails to do so within the time (not exceeding 48 hours) specified in the notice, the City Engineer may take such steps as he considers necessary to rectify the problem and the cost to the City shall be a debt due to the City by the Owner recoverable on demand, or from any security posted by the Owner.

15. Garbage Storage Facilities: Garbage storage facilities that are not located within a Building shall be located, constructed, used and maintained such that odour, noise from use, noise from collection (by other than the City or any of its officers, servants or agents,) accessibility by animals and containment of debris are controlled and view from adjoining streets and properties to garbage storage facilities is screened, all to the satisfaction of the City Engineer. If at any time a change in the location, construction, use or maintenance of garbage storage facilities is contemplated, the Owner shall submit a proposal to and for approval by the Managing Director. The proposal shall include measures as may be required to mitigate the impact of the revised garbage facility. The Owner shall implement the recommendations of the proposal to the satisfaction of the Managing Director.

16. Lighting Facilities: All lighting of the site shall be oriented and its intensity controlled so as to prevent glare on adjacent roadways and residential properties to the satisfaction of the Managing Director.

17. Landscaping: The Owner shall landscape the site including transformer and other equipment box screening if applicable, and shall thereafter maintain the landscaping in general conformity with the approved Landscaping Plan attached hereto as **Schedule "E"**, all to the satisfaction of the Managing Director-and at no cost to the City.

18. Fire Routes: The Owner shall construct and maintain fire routes for access for fire fighting and fire fighting vehicles in conformity with the approved site plan attached hereto as **Schedule "B"** and the Owner shall install and maintain fire route signs in accordance with the City's Traffic and Parking By-law No.P.S.-111-11093 as amended thereto along such designated fire routes in accordance with the locations as shown on the approved site plan, all to the satisfaction of the Fire Chief and CBO and at no cost to the City.

19. Water Supply and Fire Fighting Access During Construction: Where construction proceeds beyond the foundation stage and wood frame construction is underway, the Owner shall have regard to the separation distances between the proposed construction and existing Buildings on adjacent properties, ensure that adequate water supply for fire fighting is provided within 90 metres of any building and that a fire fighting access shall be maintained capable of carrying the weight of fire fighting trucks to within 45 metres of any Building under construction, until all construction is finished, all to the satisfaction of the Managing Director-and at no cost to the City.

20. Subsurface Drainage: The Owner shall notify-its Professional Engineer in the event that any existing sewer or drain is encountered during the progress of construction. The Owner shall have its Professional Engineer investigate the matter and shall comply with the recommendations of its Professional Engineer as approved by the City Engineer with respect to the sewer or drain encountered. The Owner shall also ensure that there is no interruption of any subsurface drainage flow because of construction on the Land which would have an adverse effect on neighbouring properties. If such an interruption should occur, the Owner shall carry out any necessary remedial work to correct the problem as recommended by its Professional Engineer and to the satisfaction of the City Engineer at no expense to the City.

21. Abandoned Private Drain Connections: Any abandoned existing private drain connections shown on the site plans or encountered during construction shall be excavated at the street line and sealed to the satisfaction of the City Engineer, all at no cost to the City.

22. Existing Private Drain Connections: Any existing private drain connections which are proposed for re-use shall be excavated at the street line and shall be inspected and approved by the City Engineer for re-use,all at no cost to the City.

23. Common Internal Driveway: The Owner shall construct and maintain its portion of the common internal drive as is shown on Schedule "C".

The Owner shall remove any temporary barriers on the Lands immediately following construction of the connecting portion of the common internal drive on the Lands to the direction The Owner agrees to permit the unrestricted vehicular and pedestrian traffic from the type of lands to the direction to pass and re-pass over the joint access area on the subject lands as illustrated on schedule 'X-XX'.

24. Joint Access: In conjunction with this Development the Owner shall, at such time as a Site Plan agreement is approved for Block , construct the direction half of the joint access with abutting lands to the direction as illustrated on Schedule 'X-X' to the satisfaction of the Managing Director and the City Engineer.

The Owner shall permit the owner of lands to the direction access to the subject lands to permit the construction of the west portion of the joint access as such time as the lands to the direction are developed pursuant to an approved site plan. The Owner shall reconstruct as necessary the west portion of the joint access, if required by the City Engineer as illustrated on Schedule 'X-X'

The Owner agrees to permit unrestricted vehicular and pedestrian traffic from the lands to the direction to pass and re-pass over the joint access area on the subject lands as illustrated on schedule 'X-XX'.

The Owner shall include the obligations for the construction and operational obligations for the joint access in any offers of purchase and sale of Block, of this Plan.

25. Work At Owner's Risk: All incidental matters including but not restricted to the removal and planting of trees; cutting, replacing and installing approaches; relocating utilities, pipes, poles, valves and equipment; resetting drains and manholes; and all other things required by this Agreement or by the City Engineer shall be carried out by the Owner at his-its own risk and expense provided all work is to be done to the satisfaction of the City Engineer and by permission and to the satisfaction of the owner of such utilities.

26. Indemnity: Except as otherwise expressly provided in this Agreement, the right of the Owner to use and occupy any untraveled portions of road allowances shall at all times be at the will of the City and the construction and maintenance of any and all curb, pavements, plantings and other improvements or works thereon shall at all times be at the risk and expense of the Owner. The Owner shall indemnify and save the City and any of its officers, employees, servants or agents harmless from and against all actions, suits, claims and demands which may be brought against or made upon the City or any of its officers employees, servants or agents, and from all loss, costs, damages and expenses which may be paid, sustained or incurred by the City or any of its officers, employees, servants or agents in consequence of the use and occupation of untraveled portions of road allowances by the Owner or the construction, maintenance or existence of curbs, pavements plantings and other improvements of the Owner thereon, and such indemnity shall constitute a lien and charge upon the Land. Without limiting the foregoing agreement to indemnify the City may, in case any such action, suit, claim or demand is brought or made against the City or any of its officers, employees, servants or agents, settle any such action suit, claim or demand on such terms as the City shall see fit, and the Owner shall thereupon forthwith pay to the City the sum or sums so paid, together with such sum as shall represent the reasonable costs of the City and its solicitor in defending or settling any such action, suit, claim or demand, provided that no such action, claim, suit or demand shall be settled by the City without giving at least fifteen (15) days notice to the Owner and without the consent of the Owner which shall not be unreasonably withheld.

27. Security for Performance: To ensure due performance of all matters required by this Agreement and in order to protect the City in respect of its liability for holdback and costs under Subsection 17(4) of the Construction Lien Act, R.S.O.1990, c.C.30., and to, the Owner shall deposit with Development Finance security satisfactory to Development Finance in the amount of \$. In addition, the Owner shall, prior to signing this Agreement, deposit with the City Treasurer a "CASH" security in the amount of _____ to ensure completion of external works.

28. Release of Security: The release of any or all security shall be subsequent to the completion of work required herein, the submission of acceptable "as-constructed drawing" and the expiration of any warranty period, as determined by and to the specifications of the City Engineer.

The amount of security released shall be based upon such matters as the submission of a Professional Engineer's Certificate of Completion of Works for works required herein, the submission of a detailed list of costs of required works completed and not completed, and the compliance of other matters required therein, all to the satisfaction of the City Engineer.

29. Enforcing Performance of Requirements: In addition to any remedy authorized or permitted by this Agreement or by law, the City may, in default of any matter or thing required to be done by the Owner under this Agreement, do such matter or thing at the Owners' expense, and the City may recover the expense incurred in doing it by action, from any security posted by the Owner, or by recovery in like manner as municipal taxes. No proceeding by the City under this clause and no waiver under any provision of this Agreement shall prejudice the rights of the City in respect of any subsequent default or any matter or thing required to be done by the Owner under this Agreement. The rights of the City may be enforced by any remedy authorized or permitted by this Agreement or by law, and no such remedy shall be exclusive of or dependent on any other remedy.

30. Default: Time shall be of the essence in this Agreement. Upon breach by the Owner of any covenant, term, condition or requirement of this Agreement, or upon the Owner becoming insolvent or making an assignment for the benefit of creditors, the City may, at its option, declare that the Owner is in default. Notice of such default shall be given as provided in paragraph **38** hereof, and if the Owner has not remedied such default within such time, as provided in the notice, the City may declare that the Owner is in final default under this Agreement, and shall then forthwith give notice thereof to the Owner as provided in said Clause **38**.

31. Remedy on Giving Notice of Default: Upon notice of default having been given, the City may require all work by the Owner, its servants, agents, independent contractors and subcontractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default may require all work as aforesaid to cease.

32. Notice: Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in writing sent by prepaid registered post, addressed in the case of notice given by the City to: **NAME OF OWNER AND ADDRESS** London, Ontario _____ and in the case of notice given by the Owner, addressed to: The City Clerk, P.O. 5035, London, Ontario N6A 4L9.

Notice shall conclusively be deemed to have been given on the day that the same is posted. Wherever in this Agreement the City Engineer is permitted or required to give direction, exercise supervision, or to require work to be done or work to cease in respect of the construction, installation, repair and maintenance of facilities, works and services, he shall be deemed to have done so if he communicates such direction, supervision or requirement, orally or in writing to any person purporting or appearing to be a foreman, superintendent or other servant of the Owner, and if the City Engineer shall have made such communication orally he shall confirm such communication in writing as soon as conveniently possible.

33. Remedies on Final Default: Upon final default of the Owner the City may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- (a) Enter upon the Land by its employee, servants, agents and contractors and complete any facilities, work, services, repair or maintenance wholly or in part required herein to be done by the Owner and collect the cost thereof from the Owner and/or enforce any security available to it;
- (b) Make any payment which ought to have been made by the Owner and upon demand collect the amount thereof from the Owner and/or enforce any security available to it;
- (c) Retain any sum of money heretofore paid by the Owner, to the City, for any purpose, and apply the same in payment or part payment for any work which the City may undertake;
- (d) Assume any facilities, work or services at its option whether the same are completed or not, and thereafter the Owner shall have no claim or title thereto or remuneration therefore;

- (e) Bring action to compel specific performance of all or any part of this Agreement or for damages;
- (f) Exercise any other remedy granted to the City under the terms of this Agreement or available to the City in law.

34. Special Provisions:

The Owner shall make all payments, carry out and perform all the works and satisfy all the provisions hereinafter set out in these Special Provisions.

- (a)

35. By-laws: Notwithstanding any of the provisions of this Agreement, the Owner shall be subject to and comply with all applicable by-laws of the City. In the event of conflict between the provisions of this Agreement and the provisions of any by-law of the City, the provisions of the by-law shall prevail.

36. Subsequent Owners Bound: Subject to the provisions of the Registry Act and the Land Titles Act, the covenants, agreements, conditions and understandings herein contained on the part of the Owner shall be conditions running with the land described in Schedule "A" attached hereto and shall be binding upon it, its heirs, executors, administrators, successors and assigns, as the case may be, as subsequent owners and occupiers of the Land from time to time (and "Owner", wherever used in this Agreement, is intended and shall be construed to include such subsequent owners and occupiers), and shall be appurtenant to the adjoining highways in the ownership of the City.

37. Separate Covenants: All of the provisions of this Agreement are, and are to be construed as, covenants and agreements as though the words importing such covenants and agreements were used in each separate clause hereof. Should any provision of this Agreement be adjudged unlawful or not enforceable, it shall be considered separate and severable from the agreement and its remaining provisions as though the unlawful or unenforceable provision had never been included.

38. Number and Gender: This Agreement shall be read with all changes to gender required by the context.

39. Assignment: The Owner shall not assign this Agreement without the prior written consent of the City, wherein consent shall not unreasonably be withheld.

40. Payment of Registration Costs: Prior to construction, the Owner shall register this Agreement upon the title of the Land, and agrees to pay forthwith, on demand, all solicitors' fees and disbursements incurred by the City in any way arising out of this Agreement, including the preparation or review thereof and of other deeds, conveyances, registrations and agreements.

IN WITNESS WHEREOF the City has executed this Agreement by its authorized officers pursuant to C.P. Bylaw 1213-340 as amended and the Owner has hereunto set its hand and seal, or hereunto affixed its corporate seal attested by the hands of its duly authorized officers.

THE CORPORATION OF THE CITY OF LONDON

by its authorized officers:

Name and Title

Name and Title

We have the authority to bind the Corporation.

OWNER'S NAME

(seal)

(seal)

I/We have the authority to bind the Corporation.

Description of Schedules

Schedule "A"

Title: **Legal Description**

Schedule "B" Page 1 of 1

Drawing Title: **Site Plan**
Drawing Author:
Drawing Number:
Date of Drawing:
Drawing Latest Revision Date:
Items Amended by Hand:
Date Amended by Hand:
Municipal Address:
Drawing Sealed by:
City File Number:

Schedule "C" Page 1 of 2

Drawing Title: **Site Servicing Plan**
Drawing Author:
Drawing Number:
Date of Drawing:
Drawing Latest Revision Date:
Items Amended by Hand:
Date Amended by Hand:
Municipal Address:
Drawing Sealed by:
City File Number:

Schedule "C" Page 2 of 2

Drawing Title: **Site Engineering Details**
Drawing Author:
Drawing Number:
Date of Drawing:
Drawing Latest Revision Date:
Items Amended by Hand:
Date Amended by Hand:
Municipal Address:
Drawing Sealed by:
City File Number:

Schedule "D" Page 1 of 4

Drawing Title: **North Elevation**
Drawing Author:
Drawing Number:
Date of Drawing:
Drawing Latest Revision Date:
Items Amended by Hand:
Date Amended by Hand:
Municipal Address:
Drawing Sealed by:
City File Number:

Schedule "D" Page 2 of 4

Drawing Title: **South Elevation**
Drawing Author:
Drawing Number:
Date of Drawing:
Drawing Latest Revision Date:
Items Amended by Hand:
Date Amended by Hand:
Municipal Address:

Drawing Sealed by:
City File Number:

Schedule "D" Page 3 of 4

Drawing Title: **East Elevation**
Drawing Author:
Drawing Number:
Date of Drawing:
Drawing Latest Revision Date:
Items Amended by Hand:
Date Amended by Hand:
Municipal Address:
Drawing Sealed by:
City File Number:

Schedule "D" Page 4 of 4

Drawing Title: **West Elevation Page**
Drawing Author:
Drawing Number:
Date of Drawing:
Drawing Latest Revision Date:
Items Amended by Hand:
Date Amended by Hand:
Municipal Address:
Drawing Sealed by:
City File Number:

Schedule "E" Page 1 of 2

Drawing Title: **Landscape Plan**

Drawing Author:
Drawing Number:
Date of Drawing:
Drawing Latest Revision Date:
Items Amended by Hand:
Date Amended by Hand:
Municipal Address:
Drawing Sealed by:
City File Number:

Schedule "E" Page 2 of 2

Drawing Title: **Landscape Details**
Drawing Author:
Drawing Number:
Date of Drawing:
Drawing Latest Revision Date:
Items Amended by Hand:
Date Amended by Hand:
Municipal Address:
Drawing Sealed by:
City File Number:

SCHEDULE "F"

This is Schedule "F" to the Subdivision Agreement dated this _____ day of _____, 20____, between The Corporation of the City of London and _____ to which it is attached and forms a part.

TO: The Corporation of the City of London

Certificate of Completion of Works

For Good and Valuable Consideration now paid by The Corporation of the City of London hereinafter called the "City", the receipt and sufficiency of which I hereby acknowledge, I hereby certify that the municipal services constructed pursuant to the Subdivision Agreement registered as Number _____ relating to Plan Number _____ have been -

- (a) inspected during installation in accordance with standard engineering practice; and
- (b) constructed and installed in accordance with the plans and specifications approved by the City Engineer.

Certified and delivered under my/our hand and professional seal at the City of London, Ontario this _____ day of _____, 20____

Registered Professional Engineer

SCHEDULE "G"

Lot and Block Grading Restrictions

The Transferee covenants with the Transferor to observe and comply with the following lot and block grading restrictions, the burden which shall run with these Lands. This covenant shall be binding upon and ensure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties.

(i) Obligation to Grade According to Accepted Plan: These lands shall not be graded except in general conformity with the grades and elevations shown on the approved site servicing plan attached to the development agreement or filled with the City Engineer of the City of London.

(ii) Certified Lot Grading Plan: No building shall be constructed on these lands until a Certified Lot Grading Plan has been filed with the Chief Building Official of the City of London showing:

the proposed finished elevation of these lands at each corner of the lot or block;

the proposed finished elevation of these lands at the front of and rear of the building;

the proposed finished elevations of the underside of the footings and the proposed finished height of the foundation of the building;

the proposed finished elevation of any retaining walls, the proposed elevation of any walk-out onto these lands from the basement of the building, and the proposed elevation for any basement window openings;

the proposed finished elevation and slope of any driveway and the proposed location of any swale or rear yard catch basin; and,

any abrupt changes in the proposed finished elevation of these lands.

The plan shall bear the signature and seal of an Ontario Professional Engineer who certifies thereon that the Plan generally conforms with the approved site servicing plan attached to the development agreement or filed with the City Engineer.

(iii) Owner's Interim Grading Certificate: No building shall be constructed beyond the readiness to construct structural framing until has been filed with the CBO an Owner's Interim Grading Certificate bearing the signature and seal of either an Ontario Professional Engineer or an Ontario Land Surveyor that the elevations and footings or the foundations generally conform with the Certified Lot Grading Plan.

(iv) Owner's Final Grading Certificate: No newly constructed building shall be occupied or used unless there is filed with the CBO an Owner's Final Grading Certificate bearing the signature and seal of an Ontario Professional Engineer that the actual finished elevation and grading of these lands generally conform with the approved site servicing plan and the Certified Lot Grading Plan, either:

a) prior to occupancy, in the case of substantial completion on or between June 1 and October 31, or;

b) by the following June 1, in the case of substantial completion on or between November 1, and May 31:

5. This by-law comes into force on October 1, 2011.

Passed in Open Council on August 29, 2011.

Joe Fontana
Mayor

Catharine Saunders
City Clerk

First Reading – August 29, 2011
Second Reading – August 29, 2011
Third Reading – August 29, 2011