

File Number: 39T-78066
C. Smith / F.Gerrits

TO:	CHAIR AND MEMBERS PLANNING AND ENVIRONMENT COMMITTEE MEETING ON AUGUST 26, 2014
FROM:	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT	SPECIAL PROVISIONS DOMAN DEVELOPMENTS CORPORATE CAMPUS SUBDIVISION 39T-78066

RECOMMENDATION

That, on the recommendation of the Manager, Development Planning, the following actions be taken with respect to entering into a subdivision agreement between The Corporation of the City of London and Doman Developments for the subdivisions of land over Part of Lot 25 and 26, Concession 4, (Geographic Township of London), City of London, County of Middlesex, situated on the west side of Hyde Park Road, north of Gainsborough Road.

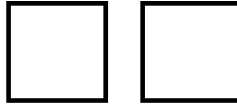
- (a) the Special Provisions, attached hereto as Schedule "D", to be contained in a Subdivision Agreement between The Corporation of the City of London and Doman Developments for the Corporate Campus Subdivision (39T-78066) **BE APPROVED**;
- (b) the financing for this project **BE APPROVED** as set out in the Source of Financing Report attached hereto as Appendix "A";
- (c) the applicant **BE ADVISED** that the Director, Development Finance has summarized the claims and revenues to be as per Schedule "B", attached hereto,
- (d) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

BACKGROUND

The initial application for draft plan of subdivision approval was submitted to the Ministry of Municipal Affairs and Housing for approval in 1978. Draft Approval was given by the Minister of Housing in 1978, subject to conditions. On a number of occasions since then, the Draft Approval period was extended by the Minister for varying periods of one, two or three years.

On January 1, 1993, the subject lands were annexed to the City of London and Council supported an extension to draft approval at that time. An extension was approved by Council in 1996, which included several red line revisions and modified conditions of draft approval, reflecting Council's desire to require development of the subdivision on full municipal services. Three year extensions were subsequently granted by Council in 1998 and in 2001, with additional modifications being made to the Conditions of Draft Approval to reflect updated municipal standards and servicing requirements.

In 2001, Council adopted a Zoning amendment to bring most of the subject lands under By-law No. Z.-1 - to permit a range of "hi-tech" industrial uses that would be developed to a higher design standard than typical light industrial uses. This amendment was consistent with policies in the Official Plan and the Hyde Park Community Plan, which support the development of a prestige industrial area with a higher degree of office-based light industrial uses and higher design standards.



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Previous requests for extension of draft approval were based primarily on the absence of municipal sanitary services in the area. The subdivision is now serviced by the Hyde Park Trunk Sanitary Sewer, constructed in 2003, which extends in an easterly direction from the former CN spur line corridor, along the alignment of North Routledge Park, north along Blue Heron Drive and east (along the north boundary of the subdivision) to Hyde Park Road.

The applicant has registered the first phase of this subdivision which includes a stormwater management block and an industrial block which are accessed by the extension of Woodcock Place and Blue Heron Drive (from the north).

Anticipated costs relating to the agreement include:

- replacement of storm sewer at an estimated cost of \$162,000 (limited to this maximum amount)
- the oversizing of storm sewers in conjunction with this Plan, at an estimated cost of \$362,910, (limited to this maximum amount).

This subdivision shall be registered in one (1) phase, consisting of eight (8) industrial blocks.

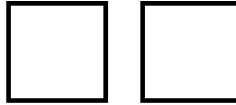
The Development Services Division has reviewed these special provisions with the Owner who is in agreement with them.

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

A copy of the location plan is attached as Schedule "C" for the information of the Committee.

PREPARED BY:	RECOMMENDED BY:
C. SMITH PLANNER DEVELOPMENT SERVICES DIVISION	A.MACLEAN MANAGER, DEVELOPMENT PLANNING DEVELOPMENT SERVICES
CONCURRED BY:	SUBMITTED BY:
TERRY GRAWAY MANAGER, DEVELOPMENT SERVICES	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL

CS/fg
Attach.
July 28, 2014



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Schedule A – Source of Finance Report

APPENDIX 'A'

Chair and Members
Planning and Environment Committee

#14165
August 15, 2014

RE: Special Provisions - Doman Developments
Corporate Campus Subdivision (Subledger SWM14009)
Capital Project ES3020-HP4 - SWM Facility - Hyde Park #4
New Capital Project ES6090 - Industrial Storm Sewer Internal Oversizing
39T-78066

FINANCE REPORT ON THE SOURCES OF FINANCING:

Finance confirms that the cost of this project can not be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Development and Compliance Services and Chief Building Official, the detailed source of financing for this project is:

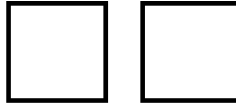
<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Revised Budget</u>	<u>Committed to Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
<u>ES3020-HP4-SWM Facility-Hyde Park #4</u>					
Engineering	\$773,281	\$773,281	\$773,281		\$0
Construction	5,475,819	5,475,819	5,328,318	145,886	1,615
City Related Expenses	8,600	8,600	8,081		519
	<u>6,257,700</u>	<u>6,257,700</u>	<u>6,109,680</u>	<u>145,886</u>	<u>2,134</u>
<u>ES6090-Industrial Storm Sewer Internal Oversizing</u>					
Construction	0	326,812	0	326,812	0
NET ESTIMATED EXPENDITURES	<u>\$6,257,700</u>	<u>\$6,584,512</u>	<u>\$6,109,680</u>	<u>\$472,698</u> 1)	<u>\$2,134</u>
<u>SOURCE OF FINANCING:</u>					
<u>ES3020-HP4-SWM Facility-Hyde Park #4</u>					
Debenture By-law No. W.5531-48	\$1,048,439	\$1,048,439	\$1,001,314	\$46,480	\$645
Debenture By-law No. W.5531-48 (Serviced through City Services-Mjr. SWM Reserve Fund (Development Charges))	2)	4,264,000	4,264,000	4,163,105	99,406
Capital Sewer Rates	237,480	237,480	237,480		0
Drawdown from Sewage Works Reserve Fund	707,781	707,781	707,781		0
	<u>6,257,700</u>	<u>6,257,700</u>	<u>6,109,680</u>	<u>145,886</u>	<u>2,134</u>
<u>ES6090-Industrial Storm Sewer Internal Oversizing</u>					
Drawdown from City Services - Mjr. SWM Reserve Fund (Development Charges)	2&3)	0	326,812	0	326,812
TOTAL FINANCING	<u>\$6,257,700</u>	<u>\$6,584,512</u>	<u>\$6,109,680</u>	<u>\$472,698</u>	<u>\$2,134</u>

1) **Financial Note:**

	<u>ES3020-HP4</u>	<u>ES6090</u>	<u>Total</u>
Contract Price	\$143,363	\$321,159	\$464,522
Add: HST @ 13%	18,637	41,751	60,388
Total Contract Price Including Taxes	162,000	362,910	524,910
Less: HST Rebate	16,114	36,098	52,212
Net Contract Price	<u>\$145,886</u>	<u>\$326,812</u>	<u>\$472,698</u>

2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2009 & 2014.

3) The 2014 Development Charge Background Study and By-law was approved by Council on June 24, 2014 and was enacted on August 4, 2014. The Industrial Storm Sewer Internal Oversizing project (ES6090) is included in the 2014 DC Study. The funding requirement of \$326,812 is available as a drawdown from the City Services SWM Reserve Fund (Development Charges).



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Schedule B

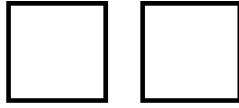
Related Estimated Costs and Revenues

Estimated Costs – This Agreement	
Claims from Urban Works Reserve Fund – General	Nil
Claims from Urban Works Reserve Fund - Stormwater Management	Nil
Capital Expense – replacement of storm sewer	\$162,000
City Services Reserve Fund – storm sewer claim for oversized sewers under Schedule 8 of By-law C.P.-1496-244	\$362,910
Total	\$524,910
Estimated Revenues - This Agreement (2014 rates)	
CSRF (note 3)	\$3,126,978
UWRF (note 3)	\$68,740
Total	\$3,195,718

1. Estimated Costs are based on approximations. Final claims (based on subsidy for oversized pipe) will be determined based on actual costs in conjunction with the terms of the subdivision agreement and the applicable By-law.
2. The revenues and costs in the table above are not directly comparable. This subdivision, like others in the area, also relies on the recently constructed roadwork and SWM facilities, the cost of which is not reported above. Other growth related costs (like wastewater treatment plant and road capacity expansion) incurred to serve this subdivision and surrounding areas are not reported above. As a result, the revenues and costs reported above are not directly comparable. The City employs a "citywide" approach to recovery of costs of growth – any conclusions based on the summary of Estimated Costs and Revenues (above table) should be used cautiously.
3. The Estimated Revenues noted above assume industrial uses and would be funded from tax supported sources consistent with the City's current Industrial DC exemption policy. Any potential revenue will be assessed at the time of building permits, based on the proposed use of the building and applicable By-law provisions.

Reviewed By:

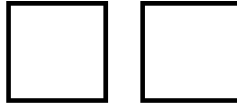
Peter Christiaans
Director, Development Finance



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Schedule C -- Location Map





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Schedule D – Special Provisions

28. PART II – 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.

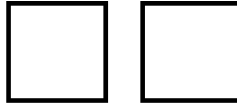
- (a) If the Owner alleges an entitlement to any reimbursement or payment from the City's Capital Works Budget as a result of the terms hereof, the Owner may, upon approval of this Agreement, make application to the Director – Development Finance for payment of the sum alleged to be owing, and as confirmed by the City Engineer and the Director – Development Finance and the payment will be made pursuant to any policy established by Council to govern the administration of the said Capital Works Budget.

The anticipated reimbursements from the Budget are:

- for the replacement of existing storm sewers within this Plan, the estimated cost of which is \$162,000, limited to this maximum amount, and
- for the oversizing of storm sewers in conjunction with this Plan, the estimated cost of which is \$362,910, limited to this maximum amount.

The storm sewers shall be constructed by the Owner in accordance with City standards, to the satisfaction of the City Engineer.

- (b) Upon approval of an application for a claim to the City's Capital Works Budget, the City shall pay the approved claim in full to the Owner in accordance with the then in force policies established thereunder.
- (c) Where the Owner undertakes works at their entire expense as a capital cost incurred on behalf of the City and as authorized by the City subject to a claim and the claim is made from the Urban Works Reserve Fund, the City Services Reserve Fund or the Capital Works Budget, (Industrial Oversizing Reserve Fund), the Owner must conform with the By-law and policies governing the administration thereof as included in the requirement of City of London By-law C.P.-1473-212 as amended (the "Development Charges By-law"). For any claim from any fund, the Owner must comply with the rules of eligibility applied under Schedule 7 Sections 1.6, 1.7, 1.8 and 1.9, of the above by-law including requirements for tendering and completeness of claims
- (d) In the event that the Owner undertakes relotting, the Owner shall relocate all utilities, municipal services and private services as are necessary for the relotted blocks in this Plan to the specifications of the City and at the Owner's entire expense. The City may require additional inspections by the Owner's Professional Engineer and the City of London of relocated utilities, municipal services and private services, including video inspections and ball tests of sewers, as a result of the relotting of blocks in this Plan prior to the issuance of a Certificate of Conditional Approval for works serving the relotted blocks. Should the amount of security held by the City at the time the blocks in this Plan are to be relotted be insufficient to cover the cost of relocation of utilities, municipal services, private services and associated works for the said relotting, then prior to the issuance of the Certificate of Conditional Approval for works serving the said relotting, the Owner shall deposit an additional amount of security with the City for the said works as determined by the City Engineer in accordance with the City's security requirements.
- (e) The Owner shall grade the portions of Blocks 1, 2 and 3 of this Plan, which have a common property line with Hyde Park Road, to blend with the ultimate profile of Hyde Park Road, in accordance with the City Standard "Subdivision Grading Along Arterial Roads" and at no cost to the City.
- The Owner shall direct its Professional Engineer to establish and have accepted by the City Engineer the grades to be taken as the future centreline grades of Hyde Park Road. From these, the Owner's Professional Engineer shall determine the elevations along the common property line which will blend with the reconstructed road. These elevations shall be shown on the subdivision Lot Grading Plan submitted for acceptance by the City.
- (f) The Owner shall adhere to the geotechnical engineer's recommendation under the full time supervision of a geotechnical engineer with respect to the placement of engineering fill and the construction of utilities, roadways, driveways and buildings on areas within this Plan as



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identified by the geotechnical engineer (the "Affected Lands") to ensure the satisfactory construction thereof. The Owner shall provide a geotechnical engineer's certification to the City upon completion of the removal and/or filling that the works were carried out in accordance with the geotechnical engineer's recommendations.

Prior to the issuance of a Certificate of Conditional Approval, the Owner shall identify to the City the Blocks within the Affected Lands and shall ensure that the specific requirements have been established by a geotechnical engineer for each Block within the Affected Lands in order to protect the proposed buildings on the said Blocks from settlement and other harmful effects.

The Owner shall register against the title of each Block within the Affected Lands, and shall include in the agreement of purchase and sale and in the transfer or deed of each Block with the Affected Lands, a covenant by the purchase or transferee stating that the purchaser or transferee of the Lot or Block within the Affected Lands must adhere to the recommendations of the geotechnical engineer, and shall deliver a certificate of a geotechnical engineer to the City's Managing Director, Development & Compliance Services & Chief Building Official upon completion of the foundation on the Lot or Block within the Affected Lands that the building construction was completed in accordance with the Owner's geotechnical engineer's recommendations.

- (g) Prior to the issuance of a Certificate of Conditional Approval, the Owner shall have a qualified consultant confirm all recommendations in the hydrogeological investigation for this subdivision have been implemented with respect to the effects of the construction associated with the subdivision on existing ground water elevations, private wells in the area and the impact on the water balance of the subject plan, to the satisfaction of the City.
- (h) The Owner shall remove the temporary turning circle on Blue Heron Drive and adjacent lands, in Plan 33M-568 to the north of this Plan, and complete the construction of Blue Heron Drive 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 Plan 33M-568 for the removal of the temporary turning circle and the construction of this section of Blue Heron Drive 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.

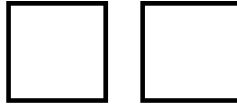
In the event that Blue Heron Drive in Plan 33M-568 is constructed as a fully serviced road by the Owner of Plan 33M-568, then the Owner shall be relieved of this obligation.

- (i) Prior to the issuance of any Certificate of Conditional Approval, barricades are to be installed and maintained at the west limit of North Routledge Park, west of Blue Heron Drive, as identified on the accepted engineering drawings until the next phase of this subdivision is completed or as otherwise directed by the City. At the time the next phase of this subdivision is completed or as otherwise directed by the City, the Owner shall remove the barricades, restore the boulevards and complete the construction of the roadworks within the limits of both temporary turning circles.

At the time the next phase of this subdivision is completed or as otherwise directed by the City, the Owner shall remove the barricades as necessary, and restore the road(s) to the specifications of the City, all at no cost to the City.

The Owner shall advise all purchasers of land within this subdivision that any traffic to and from this subdivision will not be permitted to pass the barricade(s) until the removal of the barricade(s) is authorized by the City.

- (j) 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 Seagull Road via Blue Heron Drive or as otherwise approved by the City Engineer.
- (k) No construction traffic contracted by the Owner for the construction of services for this subdivision which are to be assumed by the City, will utilize existing streets adjacent to this Plan, except as approved otherwise by the City Engineer. Barricades which may be used to restrict construction traffic during the construction of the underground services associated with the issuance of a Certificate of Conditional Approval, as identified by 9. INITIAL CONSTRUCTION OF SERVICES AND BUILDING PERMITS of PART 1 – GENERAL PROVISIONS, may be removed with the issuance of the Certificate of Conditional Approval, unless otherwise directed by the City Engineer. Should the subdivision develop in stages as allowed by other conditions of the subdivision agreement, the Owner will reinstate the



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necessary construction traffic restrictions with development of each stage as each stage develops, to the satisfaction of the City Engineer.

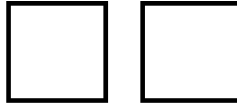
- (l) The Owner shall construct or install all of the following required works to the specifications of the City and in accordance with the plans accepted by the City:
- (i) a fully serviced road connection where Blue Heron Drive in this Plan joins with Blue Heron Drive in Plan 33M-568, including all underground services and related works;
 - (ii) a fully serviced road connection where North Routledge Park in this Plan joins with Hyde Park Road, including all underground services and related works;
 - (iii) private services where Block 4 in this Plan joins with North Routledge Park south of this Plan, including all underground services and related works;
 - (iv) should Hyde Park Road not be upgraded by the City prior to the request for a Certificate of Conditional Approval, channelization on Hyde Park Road at North Routledge Park, all at the Owner's cost or enter into an agreement with the City to construct the works;
 - (v) should Hyde Park Road not be upgraded by the City prior to the request for a Certificate of Conditional Approval, traffic signals at the intersection of Hyde Park Road and North Routledge Park when determined warranted by the City Engineer, all at the Owner's cost or enter into an agreement with the City to construct the works;
 - (vi) storm sewer and any associated works on Blue Heron Drive in Plan 33M-568; and
 - (vii) rights-in/rights-out on Hyde Park Road.

The Owner shall complete all work on the said street(s) in accordance with current City standards, procedures and policies, and restore the road(s), and ensure that adequate precautions are taken to maintain vehicular and pedestrian traffic and existing water and sewer services at all times during construction, except as approved otherwise by the City Engineer. The Owner shall provide full-time supervision by its Professional Engineer for all works to be constructed on Hyde Park Road, Blue Heron Drive and North Routledge Park in accordance with current City policies. Upon completion of these 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.

The Owner shall complete the works specified above on a schedule acceptable to the City or as otherwise specified herein. Where the Owner is required to close any City of London road section the Owner shall have available for submission to the City a Traffic Protection Plan acceptable to the City Engineer (or his/her designate), a schedule of construction for the proposed works on the above-noted street(s) and a detail of the proposed timing and duration of the said works in accordance with the Ministry of Labour and Ministry of Transportation requirements within the Ontario Traffic Manual Book 7. Further, the Owner shall obtain a Permit for Approved Works from the City prior to commencing any construction on City land or right-of-way.

Where required by the City, the Owner shall establish and maintain a Traffic Management Plan (TMP) intended to harmonize a construction project's physical requirements with the operational requirements of the City, the transportation needs of the travelling public and access concerns of area property owners in conformity with City guidelines and to the satisfaction of the City for any construction activity that will occur on existing public roadways needed to provide services for this Plan of Subdivision. The Owner's contractor(s) shall undertake the work within the prescribed operational constraints of the TMP. The TMP shall be submitted by the Owner at the time of submission of servicing drawings for this Plan of Subdivision, and shall become a requirement of the said drawings.

- (m) The Owner shall align the intersection of North Routledge Park in this Plan to match North Routledge Park on the east side of Hyde Park Road in Plan 33M-617 to the satisfaction of the City Engineer.
- (n) Prior to the construction of works on existing City streets, the Owner shall have its Professional Engineer notify in writing all affected property owners of all works proposed to be constructed on existing City streets in conjunction with this subdivision in accordance with the City's policy on "Guidelines for Notification to Public for Major Construction Projects".



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- (o) The Owner shall construct the watermains to service Blocks 1, 2, 3 and 5 in this Plan and connect them to the City's existing water supply system, being the 450 mm (18 inch) diameter high level water main on Hyde Park Road at North Rutledge Park and the 300 (12 inch) diameter low level water on Blue Heron Drive in Plan 33M-568, (to be converted to the high level watermain system) to the specifications of the City Engineer. Block 4 in this Plan shall continue to be serviced by the 300 mm (12 inch) diameter low level watermain on the existing North Rutledge Park.

The Owner shall provide looping of the water main system, as required by and to the satisfaction of the City Engineer.

- (p) The Owner shall make arrangements and coordinate with the City's Water Operations Division to convert the existing adjacent water mains on Blue Heron Drive and Seagull Drive external to this Plan from the low level watermain system to the high level watermain system in conjunction with the Owner's installation of the high level watermain in this Plan and connection to the 450 mm (18 inch) diameter high level watermain on Hyde Park Road to the satisfaction of the City Engineer.

To this effect, the Owner shall notify the City's Water Operations a minimum of two (2) weeks prior to making the watermain connection to the 450 mm (18 inch) diameter high level watermain on Hyde Park Road at North Rutledge Park, to allow the City to complete the following:

- i) Close the valve on the existing 300 mm (12 inch) diameter watermain on Seagull Road where it connects to the 900 mm (36 inch) diameter low level watermain on Hyde Park Road to isolate the high and low level systems; and
- ii) Coordinate the installation of the proposed connection to the 450 mm (18 inch) diameter high level watermain on Hyde Park Road at Seagull Road.

- (q) Prior to the issuance of any Certificates of Conditional Approval, the watermains adjacent to and within this Plan that service the Blocks in this Plan, with the exception of Block 4 in this Plan, shall be serviced by the high level water main system to the satisfaction of the City Engineer.

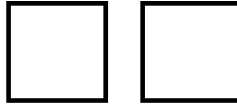
- (r) Prior to the issuance of any Certificates of Conditional Approval, the Owner shall have its Professional Engineer confirm water quality requirements for the watermain in this Plan and/or implement any water quality requirements, by the use of the following, all to the satisfaction of the City Engineer:

- (s)
- i) valving to shut off future connections which will not be used in the near term; and/or
 - ii) automatic flushing devices to maintain water quality, with it being noted that the water flushed by the device is to be measured (by a water meter in a meter pit) and the cost of water charged to the Owner. Where automatic flushing devices will be used, calculations of the turnover required to maintain chlorine residual shall be provided in order to justify the settings for the automatic flushing device.

all to the satisfaction of the City Engineer, at no cost to the City.

- (t) The Owner shall cut and cap, if necessary, any existing abandoned water services at the limits of Block 4 of this plan, all to the satisfaction of and at no cost to the City.

- (u) Should Commercial or Industrial blocks exist within this Plan of subdivision, the Owner shall either register against the title of Blocks 1, 2, 3, 4 and 5 in this Plan, or shall include in the agreement of purchase and sale for the transfer of each of the Blocks, a covenant by the purchaser or transferee stating that the purchaser or transferee of the Blocks may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.



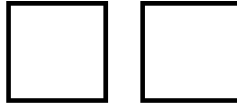
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- (v) Sewage treatment capacity at the Oxford Pollution Control Plant is available for this Plan as of May, 2014 and will be reserved by the City for this Plan provided this Plan and this Agreement are registered before May, 2015.

In the event that this Plan and this Agreement are not registered before May, 2015, then the reserved treatment capacity in the Plant may be forfeited in the absolute discretion of the City Engineer and in the event of such forfeiture, the Owner shall apply to the City to have sewage treatment capacity allocated to this Plan, if such capacity is available at that time.

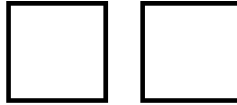
The Owner acknowledges that sewage treatment capacity at the Oxford Pollution Control Plant must be allocated for this Plan prior to the Owner's application for building permits in this Plan.

- (w) The Owner shall construct the sanitary sewers to service the Blocks in this Plan and connect them to the City's existing sanitary sewage system being the 525 mm (21 inch) diameter sanitary sewer on Blue Heron Drive and Street 'A' (North Routledge Park) within this Plan, the existing 375 mm (15 inch) sanitary sewer on Block 1 in this Plan, the existing 450 mm (18 inch) sanitary sewer on Blue Heron Drive and the existing 525 mm (21 inch) sanitary sewer in existing easements over external lands west of this Plan. The sanitary sewers required in conjunction with this Plan shall be sized to accommodate all upstream lands to the specifications of the City and at no cost to the City unless otherwise specified herein.
- (x) Within one (1) year of registration of this Plan, the Owner shall at its sole expense, provide a private easement over the existing private sanitary sewer over lands outside this phase in favour of the owner of Block 4, between Block 4 and the proposed converted municipal sanitary sewer, all to the satisfaction of the City.
- (y) Within one (1) year of registration of this Plan, the Owner shall at its sole expense, provide a private easement for storm and sanitary services over lands external to this Plan outside of this Plan, in favour of 1742 Hyde Park Road, all to the satisfaction of the City.
- (z) The Owner shall take measures to control and prevent any inflow and infiltration and silt from entering the sanitary sewer system during the construction and to ensure that the sanitary sewer system is constructed to minimize inflow into the system, all at the Owner's cost. Quality control measures and submission of reports of these quality control measures to the City to confirm that the constructed works meet acceptable inflow and infiltration works will be required. The Owner shall also be required to take measures to prevent inflow and infiltration from entering the sanitary sewer system after construction of the sanitary sewer works, all to the satisfaction of the City Engineer and at no cost to the City. These measures shall include the following:
- (i) Flow monitoring of the sanitary sewer may be required and a record of the flows provided to the City. If the flows are in excess of theoretical flows, the Owner shall be required to pay the City for the excess flow;
 - (ii) Installation of Parson manhole inserts (or approved alternative satisfactory to the City Engineer) in all sanitary sewer manholes within this draft plan at the time of installation of the manhole. The Owner shall not remove the inserts until the sodding of the boulevards and the top lift of asphalt is completed;
 - (iii) The Owner shall take steps to ensure that during the construction on private property of this phase of subdivision, practices which contravene City of London by-laws and allow stormwater and sediment to enter the sanitary sewer system are prevented;
 - (iv) On demand by the City of London and within 48 hours thereof, the Owner shall plug any sanitary private drain connections of lots which are vacant or not occupied within this subdivision in order to prevent practices which contravene City of London by-laws and allow excessive levels of inflow and infiltration and sediment to enter the sanitary sewer system. The restoration of the private drain connection will be at the sole cost of the Owner and may be make only at the time of or immediately prior to the occupancy of that lot; and
 - (v) The Owner or their representative shall prepare and submit a recommendation to the City of London which indicates groundwater levels within the subdivision and recommended measures to be taken during construction to ensure that there is no infiltration or inflow to the sanitary sewer manholes. Leakage testing of the Sanitary Sewer System Manholes shall be carried out in accordance with OPSS 407.



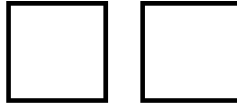
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- (ab) The Owner shall permit the City to undertake smoke testing or other testing of connections to the sanitary sewer to ensure that there are no connections which would permit inflow and infiltration into the sanitary sewer. The City may require smoke testing to be undertaken until such time as the sewer is assumed by the City.
- (ac) The Owner shall provide municipal sanitary servicing to the limits of this Plan and convey any necessary easements to the City or external property owners, to the satisfaction of the City and at no cost to the City, in order to provide for the servicing of parcels of lands external to this subdivision.
- (ad) The Owner shall construct the storm sewers and major overland flow route channels (temporary and permanent) to service the Blocks in this Plan, and discharge them to the Stanton Drain via the proposed Hyde Park Stormwater Management (SWM) Facility # 4 and related stormwater/drainage servicing, to be constructed by the City, which is located within the Stanton Drain Subwatershed.
- The storm sewers and major overland flow route channels (temporary and permanent) required in conjunction with this Plan shall be sized to accommodate all upstream lands to the specifications of the City Engineer and at no cost to the City unless otherwise specified herein.
- (ae) Prior to the issuance of any Certificates of Conditional Approval, the Owner shall construct a major overland flow channel from the west limit of North Routledge Park in this Plan to the proposed Hyde Park Stormwater Management Facility # 4, to the satisfaction of the City, at no cost to the City. A portion of the channel to be constructed along the future North Routledge Park right-of-way west of this Plan shall be temporary.
- (af) Prior to the issuance of any Certificates of Conditional Approval, the Owner shall also construct a pedestrian/maintenance access for storm, sanitary and pedestrian access along the temporary and permanent portions of the channel, to the satisfaction of the City, at no cost to the City.
- (ag) The Owner shall maintain the permanent SWM/overland flow channel, external to this Plan, as identified on the accepted engineering drawings, to the satisfaction of the City, at no cost to the City. The Owner shall also advise the future owner of the lands containing the permanent SWM/overland flow channel west of this Plan of subdivision that they shall be responsible to maintain that portion of the channel.
- (ah) The Owner shall make improvements to the storm sewer/drainage system, as identified on the accepted engineering drawings, adjacent to the Hyde Park Stormwater Management Facility # 4 to accommodate the storm drainage for Block 4 via the existing watercourse. The ultimate storm sewers will be provided with development of lands to the west.
- (ai) The Owner shall decommission the existing storm sewer on Block 5 in this Plan, to the satisfaction of the City, and at no cost to the City. The City shall transfer, release and abandon the existing easement.
- (aj) The Owner shall implement and monitor all erosion and sediment control measures, in accordance with the erosion and sediment control measures accepted by the City in the Functional SWM Report, to be used during construction and implementation of the plan satisfactory to the City. The Owner shall correct any deficiencies of the erosion and sediment control measures forthwith.
- (ak) The Owner shall provide a security in the amount of \$60,000 for this Plan to ensure that the Erosion and Sediment Control Plan (ESCP) be executed in accordance with the City Engineer approval procedure and criteria. In the event of failure to properly implement and maintain the require ESCP, the ESCP security will be used to undertake all necessary clean-up work, all to the satisfaction of the City.
- (al) The Owner shall have its consulting Professional Engineer supervise the construction of the stormwater servicing works, including any temporary works to the satisfaction of the City and according to the recommendations and requirements of the following:
- (i) The SWM criteria and environmental targets for the Stanton Drain Subwatershed Study;
 - (ii) The approved Storm/Drainage and SWM Servicing Functional Report for the subject lands;



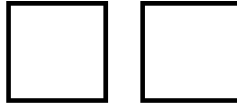
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- (iii) The Hyde Park Development Area Storm Drainage and Stormwater Management Servicing Works Municipal Class EA (2009);
 - (iv) The approved Hyde Park SWM Facility # 4 and Stanton Drain Remediation Functional Design Report (August 2011) for the subject lands;
 - (v) The Stormwater Letter/Report of Confirmation for the subject development prepared and accepted in accordance with the file manager process;
 - (vi) The City's Waste Discharge and Drainage By-laws, lot grading standards, policies, requirements and practices;
 - (vii) The City of London Design Specifications and Requirements Manual, as revised;
 - (viii) The Ministry of the Environment SWM Practices Planning and Design Manual (2003); and
 - (ix) Applicable Acts, Policies, Guidelines, Standards and Requirements of all required approval agencies.
- (am) Prior to the issuance of any Certificate of Conditional Approval for this subdivision, all relevant storm/drainage and SWM servicing works, including major and minor storm flow routes, and stormwater management (SWM) related works, including the permanent regional Hyde Park SWM Facility # 4 as well as the portion of the Stanton Drain remediation work associated with the storm outlet from this regional facility to serve this Plan, for the subject lands must be completed and operational, in accordance with approved design criteria and accepted drawings, all to the specifications and satisfaction of the City.
- (an) At the time of registration of this Plan the Owner shall provide adequate easements, if required, at no cost to the City, in relation to stormwater/drainage, SWM and sanitary servicing of the subject lands, and adjacent external lands at 1742 Hyde Park Road and 1385 North Routledge Park (at the time 1385 North Routledge Park is sold), all to the satisfaction of the City Engineer, and at no cost to the City.
- (ao) Prior to the acceptance of engineering drawings, a functional Storm Drainage/Stormwater Management (SWM) letter is to be submitted to the City Engineer for review and approval. The Owner shall be required to comply with the SWM targets and criteria identified in the Medway, Stanton and Mud Creek Subwatershed Studies, as approved by City Council on September 18, 1995, which may include but not limited to, quantity/quality control, erosion, stream morphology, etc. The Owner shall provide a stormwater management plan addressing the applicable stormwater management criteria and targets.
- (ap) Prior to assumption, the Owner shall operate, monitor and maintain the stormwater overland flow as identified in Clause 28(ai) herein. 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.
- (aq) Prior to the registration of this Plan, the Owner's consulting engineer shall certify the development has been designed such that increased and accelerated stormwater runoff from this subdivision will not cause damage to downstream lands, properties or structures beyond the limits of this subdivision. Notwithstanding any requirements or any approval given by the City, the Owner shall indemnify the City against any damage or claim for damages arising out of or alleged to have arisen out of such increased or accelerated stormwater runoff from this subdivision.
- (ar) The Owner shall implement SWM Best Management Practices (BMP's) within the plan, where possible, to the satisfaction of the City Engineer. 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 Engineer.
- (as) If there is known contamination on the site or contamination is encountered on this site, the Owner shall report any contamination encountered during construction or anything suspected as such, to the City Engineer, and, in this event, the Owner shall hire a geotechnical engineer to provide, in accordance with the Ministry of the Environment "Guidelines for Use at Contaminated Sites in Ontario", "**Schedule A – Record of Site Condition**", as amended, including "Affidavit of Consultant" which summarizes the site assessment and restoration activities carried out at a contaminated site. The City may require a copy of the report should there be City property adjacent to the contamination. Should the site be free of contamination, the geotechnical engineer shall provide certification to this effect to the City



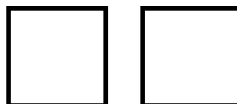
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- (at) The Owner agrees that if, during the building or constructing of all buildings or works and services within this subdivision, any deposits of organic materials or refuse are encountered, these deposits must be reported to the City Engineer and / Managing Director, Development and Compliance Services and Chief Building Official immediately, and if required by the City Engineer/ Managing Director, Development and Compliance Services and Chief Building Official, the Owner will, at his expense, retain a Professional Engineer competent in the field of methane gas to investigate these deposits and to submit a full report on them to the City Engineer/Managing Director, Development and Compliance Services and Chief Building Official. If the report indicate the presence of methane gas, then all of the recommendations of the engineer contained in any such report submitted to the City Engineer and Managing Director, Development and Compliance Services and Chief Building Official shall be implemented and carried out under the supervision of the Professional Engineer, to the satisfaction of the City Engineer/Managing Director, Development and Compliance Services and Chief Building Official and at the expense of the Owner, before any construction progresses in such an instance. The report shall include provision for an ongoing methane gas monitoring program, if required, subject to the approval of the City for review for the duration of the approved program.
- If a permanent venting system or facility is recommended in the report, the Owner further agrees to register against the title of each affected Lot and include in the agreement of sale for the conveyance or transfer of each of the affected Lots, a covenant by the purchaser or transferee (and by each successive Owner after such purchaser or transferee) stating that the Owners of the subject Lots must have the required system or facility designed, constructed and monitored to the specifications of the City, and that the Owner must maintain the installed 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 Plan.
- (au) Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a gateway treatment on North Routledge Park at the intersection of Hyde Park Road with a right-of-way width of 28.0 metres for a minimum length of approximately 150.0 metres (150') tapered back over a distance of a minimum 30.0 metres to the standard secondary collector road right-of-way width of 21.5 metres to the west limit of this Plan, to the satisfaction of the City.
- (av) Prior to the issuance of a Certificate of Conditional Approval, the Owner shall provide adequate temporary measures, if necessary, such as easements, catchbasins, grading, erosion and sediment control measures, etc. to address any grading or drainage issues that may arise along the boundary of this Plan.
- (aw) If any temporary measures are required to support the interim conditions in conjunction with this Plan, the Owner shall construct temporary measures and provide all necessary land and/or easements to the specifications and satisfaction of the City, at no cost to the City.
- (ax) The Owner shall remove any temporary works when no longer required and restore the land, at no cost to the City, to the specifications and satisfaction of the City.
- (ay) No vehicular access will be permitted to Blocks 1, 2 and 3 from Hyde Park Road with the exception of a shared rights-in, rights-out access for Blocks 1 and 2, as approved by the City. All vehicular access shall be via the internal subdivision streets with the exception of the restricted access noted above.
- (az) As part of the Site Plan of Block 1 or Block 2 of this Plan, or prior to assumption of this subdivision, the Owner shall construct a rights-in/rights-out access to Hyde Park Road and provide any adequate joint access easements over Blocks 1 and 2 on this Plan, to the satisfaction of the City and at no cost to the City.
- (ba) The Owner shall decommission any abandoned infrastructure, at no cost to the City, including cutting and capping it at the watermain, all to the specifications and satisfaction of the City Engineer.
- (bb) The Owner shall co-ordinate the work associated with this Plan of Subdivision with the City's proposed construction of the Hyde Park Stormwater Management Facility # 4 and Stanton Drain remediation adjacent to this Plan. In addition, the Owner shall dedicate any necessary temporary easements that may be required within this Plan by the City in order for the City for complete the said works.



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- (bc) Within one (1) year of registration of this Plan, the Owner shall make the required minor boulevard improvements on Hyde Park Road adjacent to this Plan, to the specifications of the City and at no cost to the City, consisting of clean-up, grading and sodding as necessary.
- (bd) Within one (1) year of registration of this Plan, the Owner shall remove all existing accesses and restore all affected areas, all to the satisfaction of the City, at no cost to the City.
- (be) At the time of registration of this Plan, Block 4 in Plan 33M-568 adjacent to Block 1 and 2 in this Plan of subdivision shall be conveyed to the Owner of Block 1 and Block 2 respectively.
- (bf) The Owner shall pay cash-in-lieu of parkland in accordance with City By-Law CP-9, Section 2.3.1, for commercial and other non-residential purposes. The value of each Block in this Plan will be determined by the City's Property Appraiser and be valued at current market rate, at the time of plan registration. The Owner shall pay 2% of the value for cash-in-lieu of parkland for each Block, and said payment shall be paid prior to the issuance of a building for each Block.



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SCHEDULE 'C'

This is Schedule 'C' to the Subdivision Agreement dated _____ between The Corporation of the City of London and Doman Developments Inc. to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Blue Heron Drive shall have a minimum road pavement width (excluding gutters) of 9.5 metres (31.2') with a minimum road allowance of 26.22 metres (86.0) consistent with Blue Heron Drive in Plan 33M-568.
- North Routledge Park, from Hyde Park Road to Blue Heron Drive shall have a minimum road pavement width (excluding gutters) of 11.0 metres with a minimum road allowance of 28.0 metres. The widened road on North Routledge Park right-of-way and pavement width shall be tapered west of Blue Heron Drive to the satisfaction of the City.

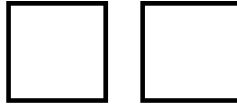
Sidewalks

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

- (i) North Routledge Park – from Hyde Park Road to Blue Heron Drive
- (ii) Blue Heron Drive – from North Routledge Park to north limit of this Plan

Pedestrian Walkways

No walkways in this Plan



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SCHEDULE 'D'

This is Schedule 'D' to the Subdivision Agreement dated this _____ day of _____, 2014, between the Corporation of the City of London and Doman Developments Inc. to which it is attached and forms a part.

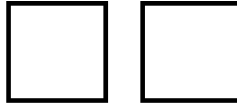
Prior to the Approval Authority granting final approval of this Plan, the Owner shall transfer to the City, all external lands as prescribed herein. Furthermore, within thirty (30) days of registration of the Plan, the Owner shall further transfer all lands within this Plan to the City.

LANDS TO BE CONVEYED TO THE CITY OF LONDON:

0.3 metre (one foot) reserves:	Block 8 and additional blocks along
Hyde	Park Road
Road Widening (Dedicated on the face of the plan):	Blocks 6 and 7
Walkways:	Nil
Parkland Dedication:	Cash in lieu of parkland equivalent to 2% of the value of lands at the time of plan registration in accordance with Clause 28(bf) herein.
Stormwater Management:	NIL

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

School Site:	NIL
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SCHEDULE 'E'

This is Schedule 'E' to the subdivision Agreement dated _____ between The Corporation of the City of London and Doman Developments Inc. to which it is attached and forms a part.

The total value of security to be supplied to the City is as follows:

CASH PORTION: \$ 241,871 **
BOND PORTION: \$1,183,545
TOTAL \$1,425,416 **

(a) The following security shall be deposited with the City Treasurer at the time of signing this Agreement:

CASH PORTION: \$ 241,871 **
BOND PORTION: NIL

(b) The following security shall be deposited with the City Treasurer, before the issuance of a Certificate of Conditional Approval respecting land within this subdivision:

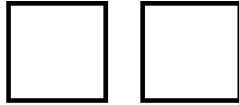
CASH PORTION: NIL
BOND PORTION: \$1,183,545

**** Includes \$60,000 for Erosion and Sediment Control Plan security as per Clause 28(ak).**

The security shall be supplied to the City in accordance with the policy adopted by the City Council on April 6, 1987, when it approved Clause 15 of the 11th Report of the Planning Committee, and its amendments.

Please refer to Section 9. Initial Construction of Services and Building Permits of Part 1 – General Provisions, which may limit the issuance of a building permit 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 LIEN ACT, R.S.O. 1990.



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SCHEDULE 'F'

This is Schedule 'F' to the Subdivision Agreement dated this _____ between The Corporation of the City of London and Doman Developments Inc., to which it is attached and forms a part.

Multi-Purpose Easements

- (a) Multi-purpose easements shall be deeded to the City in conjunction with this Plan, over lands external to this Plan, on an alignment and of sufficient width acceptable to the City as follows:
 - (i) Private sanitary and storm sewer/channel easement in favour of Block 4;
 - (ii) Sanitary sewer conversion easement external to this Plan;
 - (iii) Private storm and sanitary sewer easement west of Block 3 in favour of 1742 Hyde Park Road, and
 - (iv) Private storm sewer easement over Block 4 in favour of 1385 North Routledge Park (at the time 1385 North Routledge Park is sold).

- (b) Temporary easements shall be deeded to the City in conjunction with this Plan over parts external to this Plan for the permanent SWM channel west of this Plan.

- (c) Temporary easements shall be deeded to the City in conjunction with this Plan over parts within this Plan and external to this Plan for the temporary SWM channel within this Plan and west of this Plan.