

File Number: 39T-03518

TO:	CHAIR AND MEMBERS PLANNING AND ENVIRONMENT COMMITTEE
FROM:	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT	SPECIAL PROVISIONS CEDARHOLLOW DEVELOPMENTS INC. CEDARHOLLOW SUBDIVISION – PHASE 3 39T-03518 MEETING ON SEPTEMBER 9, 2014

RECOMMENDATION

That, on the recommendation of the Senior Planner, Development Services, the following actions be taken with respect to entering into a subdivision agreement between The Corporation of the City of London and Cedarhollow Developments Inc. for the subdivision of land over Part of Lots 9, 10 and 11, Registered Plan No. 120(C), City of London, County of Middlesex, situated on the east side of Highbury Avenue North, south of Fanshawe Park Road East, known municipally as 1671 Fanshawe Park Road East:

- (a) the attached Special Provisions, (Schedule “C”), to be contained in a Subdivision Agreement between The Corporation of the City of London and Cedarhollow Developments Inc. for the Cedarhollow Subdivision (39T-03518-3) **BE APPROVED**;
- (b) the applicant **BE ADVISED** that the Director, Development Finance has summarized the claims and revenues to be as per Schedule “B”, attached hereto; and
- (c) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

BACKGROUND

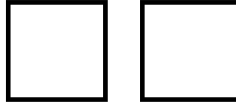
This application for Draft Plan of Subdivision Approval was accepted on December 16, 2003. A revised plan was submitted on May 27, 2004. It was circulated to the required agencies and municipal departments on December 19, 2003 and May 27, 2004 and advertised in the London Free Press Civic Corner on January 10, 2004 and June 19, 2004. A notice of Public Meeting was advertised in the London Free Press on July 10, 2004, and a notice of Public Meeting was sent out on July 12, 2004. The Public Meeting was held on July 26, 2004. Draft Approval was granted on August 25, 2004.

This subdivision agreement pertains to Phase 3, consisting of 42 single detached Lots, all served by the extension of one (1) local street, namely Cedarpark Drive.

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

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

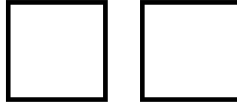
A copy of the location plan is attached as Schedule “A” for the information of the Committee.



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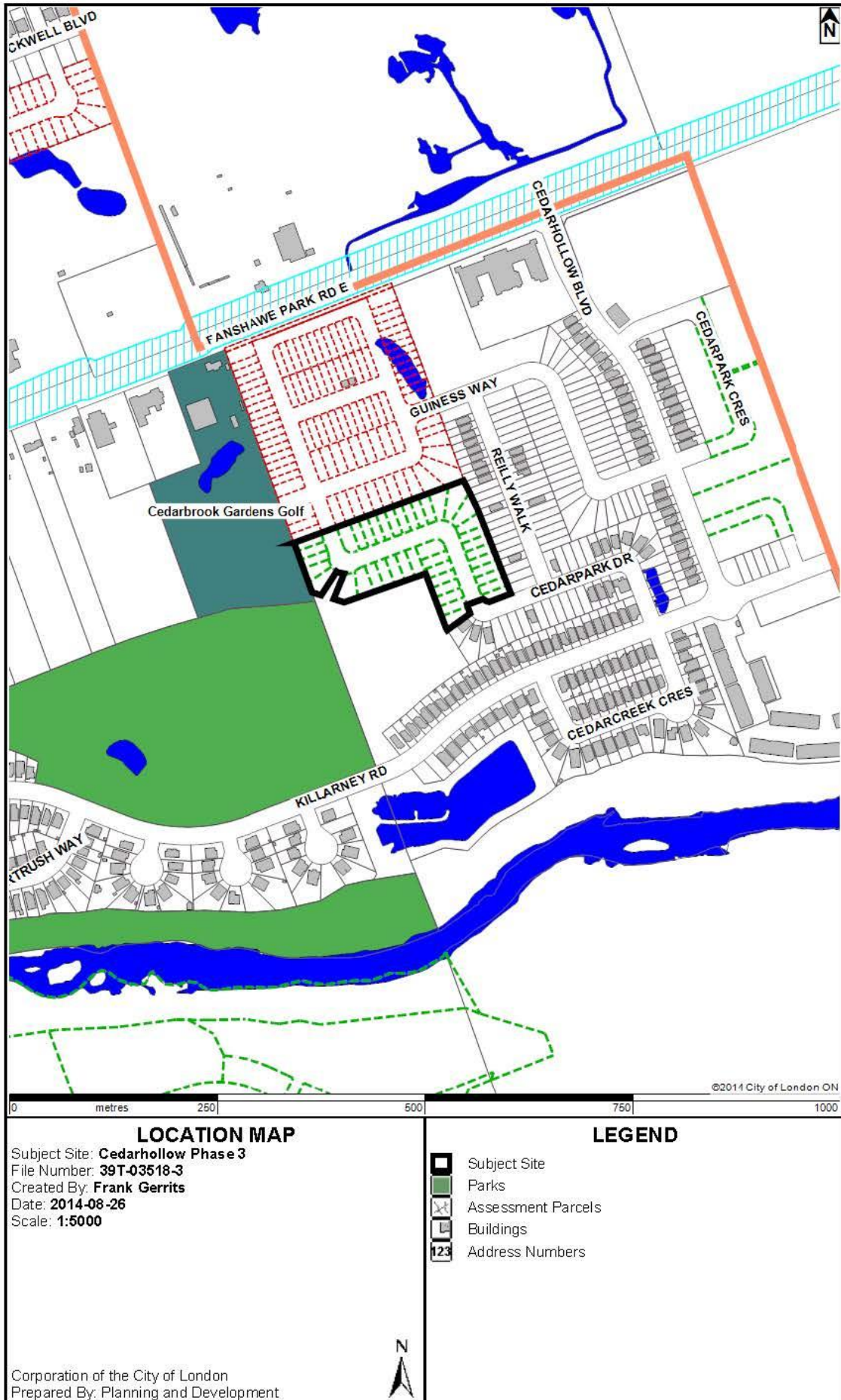
RECOMMENDED BY:	REVIEWED BY:
NANCY PASATO, MCIP, RPP SENIOR PLANNER DEVELOPMENT SERVICES	BRUCE HENRY MANAGER OF DEVELOPMENT PLANNING
CONCURRED BY:	SUBMITTED BY:
JENNIE RAMSAY P.ENG MANAGER, DEVELOPMENT SERVICES & ENGINEERING LIAISON	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL

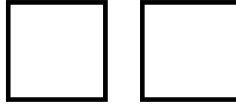
NP/fg
Attach.
August 27, 2014



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Schedule A – Location Map





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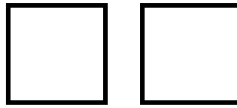
Schedule B – Finance Summary Table
 Related Estimated Costs and Revenues

Estimated Costs – This Agreement	
Claims from CSRF	Nil
Capital Expense	Nil
Other	Nil
Total	Nil
Estimated Revenues - This Agreement (Aug 2014 rates)	
CSRF	\$1,068,312
UWRF	\$96,012
Total	\$1,164,324

1. There are no costs to be funded through development charges that are associated with this agreement.
2. Estimated Revenues are calculated using August 2014 DC rates and may take many years to recover. The revenue estimates includes DC cost recovery for "soft services" (fire, police, parks and recreation facilities, library, growth studies). There is no comparative cost allocation in the Estimated Cost section of the report, so the reader should use caution in comparing the Cost with the Revenue section.
3. The revenues and costs in the table above are not directly comparable. This subdivision, like others in the area, also relies on 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, though the revenue for those service components is included in the "Estimated Revenues – This Agreement" section 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.

Reviewed By:

Peter Christiaans
 Director, Development Finance



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Schedule C – 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) Prior to assumption of this subdivision in whole or in part by the City, and as a condition of such assumption, the Owner shall pay to the City Treasurer the following amounts as set out or as calculated by the City, or portions thereof as the City may from time to time determine:
- (i) For the removal of the temporary turning circle on Cedarpark Drive inside this Plan, an amount of \$20,000.
- b) 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.
- c) The Owner shall adhere to the recommendations under the full time supervision of a geotechnical engineer with respect to the placement of engineered fill and the construction of utilities, roadways, driveways and buildings on areas within this Plan as 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 Lots and Blocks within the Affected Lands and shall ensure that the specific requirements have been established by a geotechnical engineer for each Lot and Block within the Affected Lands in order to protect the proposed buildings on the said Lots and Blocks from settlement and other harmful effects.
- The Owner shall register against the title of each Lot and Block within the Affected Lands, and shall include in the agreement of purchase and sale and in the transfer or deed of each Lot and 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 Director of Building Control 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.
- d) 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



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water elevations, private wells in the area and the impact on the water balance of the subject plan, to the satisfaction of the City.

- e) The Owner shall construct a temporary turning circle at the north limit of Cedarpark Drive, on Lot 42 of this Plan, all to the satisfaction of the City Engineer and at no cost to the City.

If the Owner requests the City to assume Cedarpark Drive, all as shown on this Plan of Subdivision, prior to its extension to the north, the Owner shall pay to the City at the time of the assumption of this subdivision by the City the amount estimated by the City at the time, to be the cost of removing the temporary turning circle at the north limit of Cedarpark Drive and completing the curb and gutter, asphalt pavement, Granular 'A', Granular 'B', sodding of the boulevard, 1.5metre (5foot) concrete sidewalks on the east side, and restoring adjacent lands, including the relocation of any driveways, all to the specifications of the City. The estimated cost, including legal fees for releasing easements and/or transferring blocks, and doing the above-noted work on this street is \$20,000 for which amount sufficient security is to be provided in accordance with 28(a). The Owner shall provide the cash to the City at the request of the City prior to assumption of the subdivision if needed by the City.

When the lands abutting this Plan of Subdivision develop and the temporary turning circle is removed, the City will quit claim the easements which were used for temporary turning circle purposes which are no longer required at no cost to the City.

- f) The Owner shall remove the temporary turning circle on Cedarpark Drive and adjacent lands, in Plan 33M-640 to the east of this Plan, and complete the construction of Cedarpark 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-640 for the removal of the temporary turning circle and the construction of this section of Cedarpark 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 Cedarpark Drive in Plan 33M-640 is constructed as a fully serviced road by the Owner of Plan 33M-640, then the Owner shall be relieved of this obligation.

- g) Barricades are to be maintained at north limit of Cedarpark Drive until assumption of this Plan of Subdivision or as otherwise directed by the City. At the time of assumption of this Plan, the Owner agrees to remove the barricades, restore the boulevards and complete the construction of the roadworks within the limits of both temporary turning circles.

At the time of assumption of the subdivision or as otherwise directed by the City, the Owner shall remove the barricade and any temporary turning circles 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.

- h) No construction traffic contracted by the Owner for the construction of services for this subdivision which are to be assumed by the City, shall utilize existing streets adjacent to this Plan, except as approved otherwise by the City Engineer. 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 Fanshawe Park Road East via



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Cedarhollow Boulevard, to Killarney Road, to Cedarpark Drive, except as otherwise approved 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 necessary construction traffic restrictions with development of each stage as each stage develops, to the satisfaction of the City Engineer.

- i) Prior to the issuance of any Certificate of Conditional Approval, 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 Cedarpark Drive in this Plan joins with Cedarpark Drive in Plan 33M-640, including all underground services and related works; and
 - (ii) construct the ultimate left turn lane and right turn taper on Fanshawe Park Road East and all associated works at the intersection of Cedarhollow Boulevard with sufficient storage and taper to accommodate traffic anticipated by full build out of the area and to the satisfaction of the City Engineer.

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 Cedarpark Drive and Fanshawe Park Road East 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 Engineer, 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 Engineer 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.

- j) The Owner shall grade the portions of the lots and blocks fronting Fanshawe Park Road that are affected by the Fanshawe Park Road roadworks



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to be completed by the Owner under this Plan and under Plan 33M-640, which have a common property line with Fanshawe Park Road, to blend with Fanshawe Park Road when it is reconstructed, 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 Fanshawe 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.

- k) 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".
- l) The Owner shall construct the watermains to service the Lots and Blocks in this Plan and connect them to the City's existing water supply system, being the 200 mm (8 inch) diameter water main on Cedarpark Drive, to the specifications of the City Engineer.

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

- m) 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 accepted recommendations in the accepted water quality report, by the use of the following:
- 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.

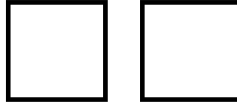
all to the satisfaction of the City Engineer, at no cost to the City.

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

In the event that this Plan and this Agreement are not registered before September, 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 Adelaide Pollution Control Plant must be allocated for this Plan prior to the Owner's application for building permits in this Plan.

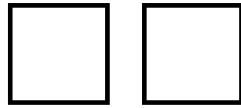
- o) The Owner shall construct the sanitary sewers to service the Lots and Blocks in this Plan and connect them to the City's existing sanitary sewage system being the 200 mm (8 inch) diameter sanitary sewer on Cedarpark Drive. The sanitary sewers required in conjunction with this Plan shall be sized to



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accommodate all upstream lands to the specifications of the City Engineer and at no cost to the City unless otherwise specified herein.

- p) 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) Installation of a plug in the sanitary sewer system (for this draft plan) at the downstream end of the sanitary sewer. The plug can be removed in conjunction with the first occupancy. This plug may only be removed by the City of London inspectors or operations. The Owner shall be responsible for the maintenance and cleaning or emptying of the sanitary sewer as required. The sanitary sewer must be clean and dry before the plug will be removed;
 - (ii) 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;
 - (iii) 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;
 - (iv) Testing of the sanitary sewer system before commissioning shall be carried out in accordance with OPSS 407, OPSS 410 and the City of London Standard Contract Documents with respect to infiltration testing, exfiltration testing and low pressure air testing. The Owner shall have its professional engineer provide a report of the test results to the City;
 - (v) The Owner shall take steps to ensure that during the construction on private property of this phase of subdivision and previous phases of subdivisions, practices which contravene City of London by-laws and allow stormwater and sediment to enter the sanitary sewer system are prevented;
 - (vi) 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 made only at the time of or immediately prior to the occupancy of that lot; and
- q) 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.
- r) The Owner shall construct the storm sewers to service the Lots and Blocks in this Plan, which is located in the North Thames Subwatershed, and connect them to

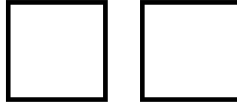


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the City's existing storm sewer system being the 600 mm (24 inch) diameter storm sewer on Cedarpark Drive.

The storm sewers 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.

- s) 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.
- t) 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 North Thames Subwatershed Study and any addendums/amendments;
 - (ii) The accepted Municipal Class EA for Storm Drainage and Stormwater Management Servicing Works for the Kilally North and any addendums/amendments;
 - (iii) The approved Functional Stormwater Management Plan for Kilally North Servicing Area Regional SWM Facility or any updated Functional SWM Plan;
 - (iv) The Stormwater Letter/Report of Confirmation for the subject development prepared and accepted in accordance with the file manager process;
 - (v) The City's Waste Discharge and Drainage By-laws, lot grading standards, policies, requirements and practices;
 - (vi) The City of London Design Specifications and Requirements Manual, as revised;
 - (vii) The Ministry of the Environment SWM Practices Planning and Design Manual (2003); and
 - (viii) Applicable Acts, Policies, Guidelines, Standards and Requirements of all required approval agencies.
- u) 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, 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.
- v) The Owner shall address forthwith any deficiencies of the stormwater works associated with this Plan.
- w) Prior to assumption, the Owner shall operate, monitor and maintain the stormwater works associated with this Plan. The Owner shall ensure that any removal and disposal of sediment is to an approved site in accordance with the Ministry of the Environment and the Ministry of Natural Resources.
- x) 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 of 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.



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- y) 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.
- z) The Owner shall ensure the post-development discharge flow from the subject site must not exceed the capacity of the stormwater conveyance system. In an event where the above condition cannot be met, the Owner shall provide SWM on-site controls that comply to the accepted Design Requirement for Permanent Private Stormwater Systems.
- aa) Should any contamination or anything suspected as such be encountered during construction, the Owner shall forthwith report the matter to the City Engineer and all owners of the affected Lots and Blocks in this Plan and hire a geotechnical engineer to prepare a report that summarizes the site assessment and restoration and/or removal activities carried out at the contaminated site within this Plan and containing a "Schedule A – Record of Site Condition" including an "Affidavit of Consultant" in accordance with the requirements of latest Ministry of Environment "Guidelines for Use at Contaminated Sites in Ontario" and file appropriate documents to the Ministry in this regard with copies provided to the City.
- Should any containments be encountered within this Plan, the Owner shall implement the recommendation(s) of the geotechnical engineer to remediate, removal and/or disposal of any contaminates within the proposed Streets, Lots and Blocks in this Plan forthwith under the supervision of the geotechnical engineer to the satisfaction of the City at no cost to the City;
- Should the site be free of contamination, the Owner shall have its geotechnical engineer provide certification to this effect to the City.
- ab) 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 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 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.

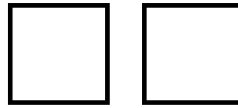
If a permanent venting system or facility is recommended in the report, the Owner further agrees to register against the title of each affected Lot and include in the agreement of sale for the conveyance or transfer of each of the affected Lots, a covenant by the purchaser or transferee (and by each 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



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outside the Plan.

- ac) 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.
- ad) The Owner shall be required to make minor boulevard improvements on Fanshawe Park Road East 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.
- ae) Within one (1) year of registration of this Plan, the Owner shall construct a 1.5m high chain link fencing without gates in accordance with current City standards (SPO 4.8) or approved alternate, along all property lines abutting parkland (Lots 5 thru 20, both inclusive) in accordance with approved engineering plans. Fencing shall be completed to the satisfaction of the Manager of Environmental and Parks Planning and at no cost to the City.
- af) Within one (1) year of registration of this Plan, the Owner shall service and grade the north east entrance to Cedar Hollow Park as per approved engineering plans, in accordance with approved City standards and to the satisfaction of the Manager of Environmental and Parks Planning and at no cost to the City. The owner is not required to seed the park block.
- ag) Prior to construction, site alteration or installation of services, robust silt fencing/erosion control measures must be installed and certified with site inspection reports (grading and servicing) submitted to the City weekly during development activity along the edges of the open space blocks.
- ah) No grading shall be allowed into any open space area. Where Lots 1 to 20, both inclusive, abut the open space area, all grading of the developing Lots at the interface with the open space areas are to match grades to maintain exiting slopes, topography and vegetation. In instances where this is not practical or desirable, any grading into the open space shall be to the satisfaction of the City and the City Engineer.
- ai) The Owner shall install signage within the subdivision advising purchasers of the potential for elevated levels of noise and dust from time to time from the adjacent pit operation.
- aj) The Owner shall install forced air heating with the provisions for central air conditioning for dwellings units between 150 metres and 300 metres of the pit (Lots 1-12, Lots 13-15, and Lots 26-42 inclusive); and the following warning clause be placed on title:
- “This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air-conditioning. Installation of air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality and Ministry of the Environment noise criteria.
- (Note: The location and installation of the outdoor air conditioning device should be done so as to comply with noise criteria of MOE publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)”
- ak) The Owner shall include the following warning clause on title the for all lots (Lots 1-12, Lots 13-15, and Lots 26-42 inclusive) within 300 metres of an active aggregate operation:



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“Purchasers are advised that due to the proximity of the adjacent industry (aggregate extraction, processing and trucking operation), sound levels from this use may at times be audible and dust impacts may be expected.”



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SCHEDULE 'C'

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

SPECIAL WORKS AND SERVICES

Roadways

- Cedarpark Drive shall have a minimum road pavement width (excluding gutters) of 8.0 metres (26.2') with a minimum road allowance of 20.0 metres (66').

Sidewalks

A 1.5 metre (5 foot) sidewalk shall be constructed on one side of Cedarpark Drive on the north and east boulevards.

Pedestrian Walkways

There are no pedestrian walkways in this Plan.



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SCHEDULE 'D'

This is Schedule 'D' to the Subdivision Agreement dated this _____ day of _____, 20__, between the Corporation of the City of London and Cedarhollow Developments Limited 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 43

Road Widening (Dedicated on the face of the plan): Nil

Walkways: Nil

Parkland Dedication

Was provided through an earlier phase of the development, being Block 124 on 33M-640.

Stormwater Management: Nil

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

School Site: Nil



File Number: 39T-03518

SCHEDULE 'E'

This is Schedule 'E' to the subdivision Agreement dated _____ between The Corporation of the City of London and Cedarhollow Developments Limited 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:	\$156,521 **
BOND PORTION:	\$618,685
TOTAL	\$775,206 **

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

CASH PORTION:	\$156,521 **
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:	\$618,685

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.



File Number: 39T-03518

SCHEDULE 'F'

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

Multi-Purpose Easements

- (a) Temporary turning circle easements shall be deeded to the City in conjunction with this Plan over parts of Lot 42 within this Plan.

