



File Number: 39T-03518
F.Gerrits

TO:	CHAIR AND MEMBERS BUILT AND NATURAL ENVIRONMENT COMMITTEE MEETING ON SEPTEMBER 26, 2011
FROM:	D.N. STANLAKE DIRECTOR, DEVELOPMENT PLANNING AND DAVID AILLES MANAGING DIRECTOR DEVELOPMENT APPROVALS BUSINESS UNIT
SUBJECT	SPECIAL PROVISIONS CEDAR HOLLOW DEVELOPMNTS LIMITED and AUBURN HOMES INC. CEDARHOLLOW SUBDIVISION – PHASE 2 39T-03518

RECOMMENDATION

That, on the recommendation of the Director of Development Planning and the Managing Director, Development Approvals Business Unit, Planning and Development, the following actions be taken with respect to entering into a subdivision agreement between The Corporation of the City of London and Cedar Hollow Developments Limited and Auburn Homes Inc. for the subdivisions of land over Part of Lots 4 through 20, both inclusive and Part of Unnamed Roadway, Registered Plan No. 120(c), in the City of London, County of Middlesex, situated on the south side of Fanshawe Park Road East, east of Highbury Avenue North:

- (a) the attached Special Provisions to be contained in a Subdivision Agreement between The Corporation of the City of London and Cedar Hollow Developments Limited and Auburn Homes Inc. for the Cedarhollow Subdivision, (39T-03518) **BE APPROVED**;
- (b) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions;
- (c) that financing, to a maximum amount of \$80,000, for the park pathway and park amenities project being constructed by the Owner on behalf of the City, as noted in Clause (c) of the attached Special Provisions, **BE APPROVED** as set out in the Source of Financing Report attached hereto as Schedule "A"; and
- (c) the applicant **BE ADVISED** that the Director of Development Finance has estimated the following Revenues and Claims:

Related Estimated Costs and Revenues

Estimated Costs – This Agreement – Developer Built	
Urban Works Reserve Fund – General	\$ 513,200
Urban Works Reserve Fund – Stormwater Management	Nil
Capital Expense	\$80,000
Other	Nil
Total	\$ 513,200
Estimated Revenues This Agreement	
CSRF	\$2,340,161
UWRF	\$ 942,774
Total	\$3,282,935



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NOTE:

1. Estimated revenues are calculated using current rates for engineering services and the information is reported all in accordance with the Development Charges By-law (ie C.P.-1473-212), and any amendments thereto.
2. Estimated claims are based on information provided by the applicant. Actual claims will be determined in conjunction with the subdivision agreement and the applicable by-law.
3. The Owner should take note that there are currently significant delays in payment of claims from the Urban Works Reserve Fund.
4. Previous major servicing cost to service this development are not included in this agreement.

BACKGROUND

The Cedar Hollow Subdivision (39T-03518) comprises a 39.3 hectare (97 acre) parcel of land located on the south side of Fanshawe Park Road East, east of Highbury Avenue North. The original application for Draft Plan of Subdivision Approval was approved by the Approval Authority on August 25, 2004. On August 1, 2010 a three year extension was granted to allow the applicant the additional time needed to satisfy the conditions of draft approval. At that time the conditions were revised to reflect updated to condition wording.

The first phase was registered on August 30, 2007 as 33M-580 and comprised of 137 single detached lots and 2 multi-family blocks and a stormwater management block along Killarney Rd, Cedarcreek Crescent and Cedarhollow Boulevard.

On March 3, 2011 the owners applied to revise their draft plan, specifically the revisions included adding lands to the draft plan of subdivision and subdividing blocks intended to be single detached dwellings into lots. Revisions to the plan were considered by the Built and Natural Heritage Committee on June 13, 2011 and at the meeting area residents requested the park block be included in the next phase to be registered, as the developer had not yet provided pathways, signage and traffic management works. They also requested works required through the phase 1 Subdivision Agreement be completed. At its meeting on June 20, 2011, City Council advised the the Approval Authority it had no objection to the granting of the revised draft approval. Draft approval to the revised plan was granted on July 27, 2011 and there were no appeals. The lapse date was revised to July 27, 2014.

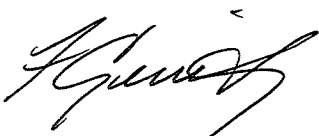

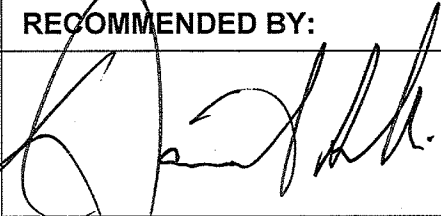
This subdivision is proposed to be registered in one phase consisting of 122 lots, 1 multi-family block and 1 neighbourhood park block. The agreement contains provisions for noise attenuation and an on-street parking plan as most of the lots would meet the City's definition of a "small lot". An application for site plan approval for townhouses on the multi-family block is currently under review. Current plans are to install play equipment in the park block later this year and the source of financing for this project is attached.

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

A copy of the location plan is attached for the information of the Committee.



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PREPARED BY:	SUBMITTED BY:
	
F. GERRITS SUBDIVISION AND CONDOMINIUM DOCUMENTATION COORDINATOR DEVELOPMENT APPROVALS BUSINESS UNIT	J. LEUNISSEN MANAGER – DEVELOPMENT PLANNING DEVELOPMENT APPROVALS BUSINESS UNIT
RECOMMENDED BY:	RECOMMENDED BY:
	
D.N. STANLAKE DIRECTOR, DEVELOPMENT PLANNING DEVELOPMENT APPROVALS BUSINESS UNIT	DAVID ALLES, P.Eng MANAGING DIRECTOR, DEVELOPMENT APPROVALS BUSINESS UNIT

DA/fg
Attach.

September 14, 2011

Chair and Members
Built and Natural Environment Committee

September 16, 2011
(Award Contract)

RE: Special Provisions-Cedar Hollow Developments Limited and Auburn Homes Inc.
Cedar Hollow Subdivision - Phase 2, 39T-03518
Park Pathway and Park Amenities being constructed by the Owner on behalf of the City
Capital Project PD1382 - 2010 New Neighbourhood Parks

FINANCE DEPARTMENT REPORT ON THE SOURCES OF FINANCING:

Finance Department confirms that the cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Director of Development Planning and the Managing Director of Development Approvals Business Unit, the detailed source of financing for this project is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed to Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Construction	\$357,000	\$142,310	\$80,000	\$134,690
City Related Expenses	3,000	2,060		940
NET ESTIMATED EXPENDITURES	<u>\$360,000</u>	<u>\$144,370</u>	<u>\$80,000</u>	<u>\$135,630</u>
<u>SOURCE OF FINANCING:</u>				
Capital Levy	\$107,700	\$43,311	\$20,560	\$43,829
Drawdown from City Services-Parks & Rec (Development Charges) 1)	252,300	101,059	59,440	91,801
TOTAL FINANCING	<u>\$360,000</u>	<u>\$144,370</u>	<u>\$80,000</u>	<u>\$135,630</u>

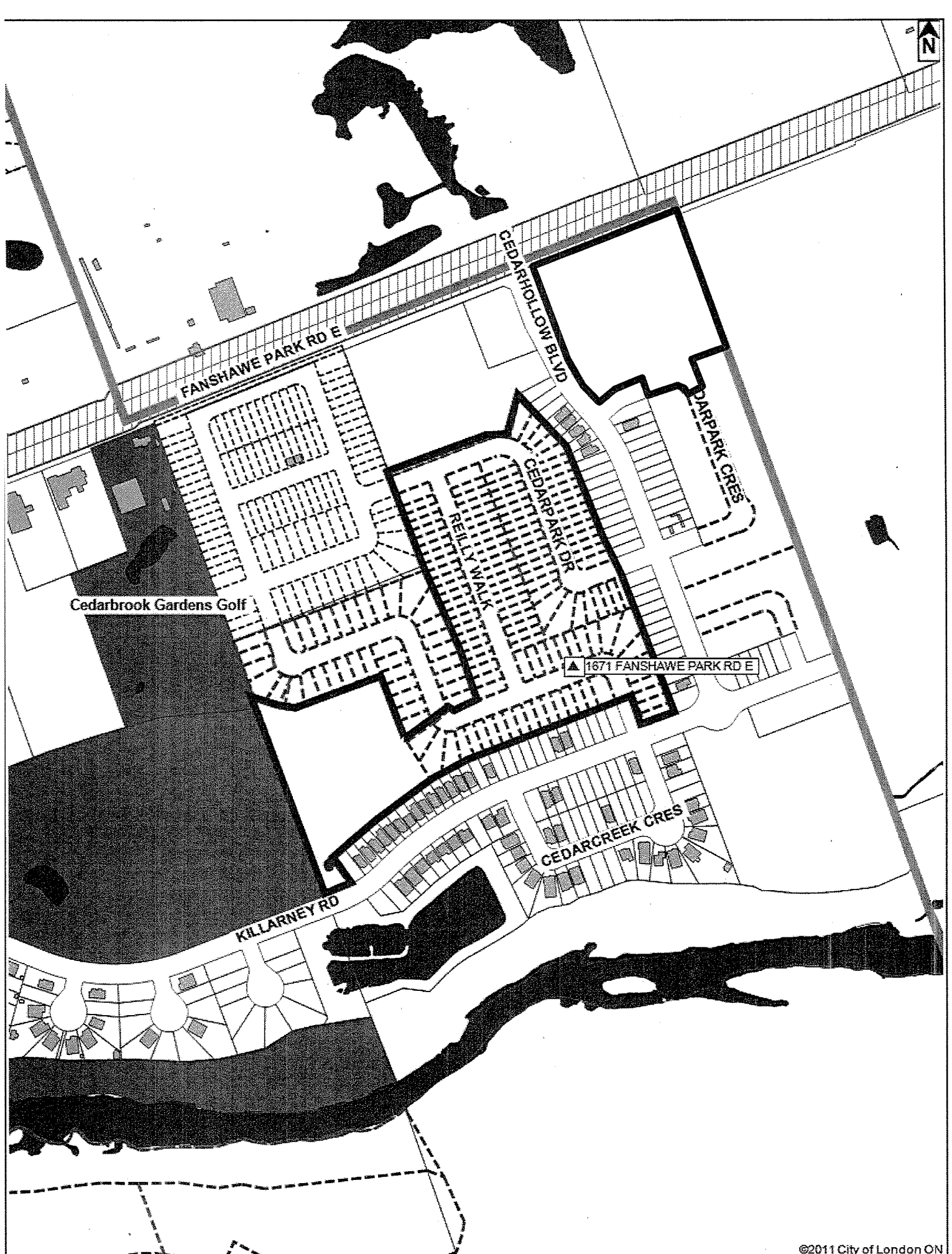
NOTES:

- 1) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2009.

EH



Alan Dunbar
Manager of Financial Planning & Policy








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LOCATION MAP

Subject Site: 1671 Fanshawe Park Road E
 Applicant: Auburn Developments Inc.
 Roll Number: 090440138440000
 File Number: 39T-03518 – Phase 2
 Planner: Nancy Pasato
 Created By: Frank Gerrits
 Date: 2011-09-15
 Scale: 1:5000

LEGEND

-  Subject Site
-  Parks
-  Assessment Parcels
-  Buildings
-  Address Numbers





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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 Director – Development Finance, or portions thereof as the Director, Development Finance may from time to time determine:
- (i) For the removal of the temporary turning circle on Cedarpark Crescent outside this Plan, and amount of \$5,000, and
 - (ii) For the removal of the temporary turning circle on Cedarpark Drive, outside this Plan, an amount of \$5,000.
- (b) The Owner shall undertake the work at the Owner's entire expense as a capital cost incurred on behalf of the City and as authorized by the City subject to a claim under this section.

If the Owner alleges an entitlement to any reimbursement or payment from the Urban Works Reserve Fund (the "Fund") either as a result of the terms hereof or pursuant to the requirements of City of London By-law C.P.-1473-212 as amended (the "Development Charges By-law"), the Owner may, upon receipt of a Certificate of Conditional Approval pursuant to Clause 9 of the general provisions hereof, make application to the said Fund for payment of the sum alleged to be owing, and as confirmed by the Director, Development Finance and the payment will be made pursuant to the by-law and any policy established by Council to govern the administration of the said Fund.

It is further understood by the Owner that no words or phrases used in this Agreement relating to the calculation of any credits due the Owner or entitlements from the Fund or elsewhere shall be interpreted as an obligation or promise on the part of the City to pay from the said Fund except in conformity with the By-law and policies governing the administration thereof as provided in this clause above and no payment shall be made except from the said Fund and only after appropriate application is made as herein set out.

The City may plead this Agreement as an estoppel against any application or action whatsoever to challenge the validity of this Agreement, the Development Charges By-law or the Fund. In addition, the Owner agrees that in the event that the Fund does not have sufficient funds to pay the Owner's claim by reason of an order or judgement of a Court of Law or, that the Development Charges By-law is void or invalid for any reason, the Owner will not seek further or other reimbursement from the City.

If the Owner undertakes work subject to a claim under this section it shall not seek a credit under Section 38 of the *Development Charges Act* and this clause may be pleaded in any complaint, action, application or appeal to any court or tribunal in which the Owner who is entitled to make a claim against the Fund seeks a credit under Section 38.

The anticipated claims against the Fund are:

- (i) for the construction of eligible storm sewers in conjunction with the Plan, subsidized at an estimated claim valued at \$28,700;
- (ii) for the construction of left turn channelization on Fanshawe Park Road East at Cedarhollow Boulevard and associated works, the estimated cost of which is \$166,900;



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- (iii) for the construction of a concrete sidewalk across the frontage of this Plan with Fanshawe Park Road East, the estimated cost of which is \$22,500;
- (iv) for the installation of street lights on Fanshawe Park Road East along the frontage of this Plan, the estimated cost of which is \$100,100; and
- (v) for the installation of traffic signals at the intersection of Fanshawe Park Road East and Cedarhollow Boulevard, when deemed warranted by the City Engineer, the estimated cost of which is \$195,000;

The estimated amounts herein will be adjusted in accordance with contract prices in the year in which the work is carried out.

- (c) The Owner shall undertake the following work at the Owner's entire expense as a capital cost incurred on behalf of the City and as authorized by the City subject to a claim under this section.

The Owner may submit a claim to the City (Parks Planning Division) for reimbursement of the Capital Works Budget share at the cost of constructing a neighbourhood park limited to a maximum amount of \$80,000 for the pathway and park amenities upon completion of the said works satisfactory to the Director of Development Planning. The Owner acknowledges that, notwithstanding submission of such a claim or the assumption of the works by the City, the City is under no obligation or promise under the terms of this agreement or otherwise to reimburse the Owner. The amounts of any capital funding are subject to separate Council approval. Any amounts considered in this agreement are to be viewed as general estimates only and not approved claims. Any or all claims may be refused at the full discretion of Council.

The Owner further acknowledges that City Council may consider inclusion of an item for reimbursement of its share in the Capital Works Budget for the year immediately following completion of construction, but the inclusion of such item shall not be taken to be an acknowledgement by the City of any obligation or promise by the City to make such reimbursement. The cost of construction of the works shall be at all times, notwithstanding the assumption of the works by the City, at the sole expense and risk of the Owner.

- (d) Within one (1) year of registration of this Plan, the owner shall construct, in accordance with City Standards and the approved engineering drawings, a neighbourhood park on Block 124 as a capital work item on behalf of the City, to the satisfaction of the Director, Development Planning.
- (e) For any works 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, 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 of the above by-law including requirements for tendering and completeness of claims.
- (f) 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 Managing Director – Development Approvals Business Unit and at the Owner's entire expense. The Managing Director – Development Approvals Business Unit 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



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insufficient to cover the cost of relocation of utilities, municipal services, private services and associated works for the said relocating, then prior to the issuance of the Certificate of Conditional Approval for works serving the said relocating, the Owner shall deposit an additional amount of security with the City for the said works as determined by the Director, Development Finance in accordance with the City's security requirements.

- (g) The Owner shall grade the portions of Block 123 of this Plan, which have a common property line with Fanshawe Park Road East, to blend with Fanshawe Park Road East 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 East when it is reconstructed. 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 Engineer.

- (h) 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 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.

- (i) The Owner shall construct a temporary turning circle at the south limit of Cedarpark Crescent and the west limit of Cedarpark Drive, to the satisfaction of the Managing Director – Development Approvals Business Unit and at no cost to the City.

If the Owner requests the City to assume Cedarpark Crescent and Cedarpark Drive, all as shown on this Plan of Subdivision, prior to its extension to the Cedarpark Crescent and Cedarpark Drive, the Owner shall pay to the City at the time of the assumption of this subdivision by the City the then amount estimated by the Director, Development Finance, to be the cost of removing the temporary turning circle at the south limit of Cedarpark Crescent and 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 and any associated works, all to the standards and specifications of the City. The current estimated cost, including legal fees for releasing easements and/or transferring blocks, and doing the above-noted work on this street is \$5,000 per temporary turning circle 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 Director, Development Finance prior to assumption of the subdivision if needed by the City.



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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 not longer required at no cost to 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 Cedarhollow Boulevard via Fanshawe Park Road East, or as otherwise directed by the City Engineer.
- (k) The Owner shall construct or install all of the following required works to the specifications of the City Engineer and in accordance with the plans accepted by the Development Approvals Business Unit:
- (i) a fully serviced road connection where Guinness Way in this Plan joins with Cedarpark Drive (east leg) in Plan 33M-580, including all underground services and related works;
 - (ii) a fully serviced road connection where Cedarpark Drive in this Plan joins with Cedarpark Drive (south leg) in Plan 33M-580, including all underground services and related works;
 - (iii) a fully serviced road connection where Cedarpark Crescent in this Plan joins with Cedarpark Crescent in Plan 33M-580, including all underground services and related works;
 - (iv) a concrete sidewalk along the south boulevard of Fanshawe Park Road East, across the frontage of this Plan and from Cedarhollow Boulevard to the west limit of Plan 33M-580, prior to assumption;
 - (v) street lights on Fanshawe Park Road East along the frontage of this Plan at a time as directed by the Managing Director – Development Approvals Business Unit;
 - (vi) traffic signals at the intersection of Fanshawe Park Road East and Cedarhollow Boulevard when deemed warranted by the City Engineer; and
 - (vii) left turn lane on Fanshawe Park Road East at Cedarhollow Boulevard, including all associated works on both streets, prior to October 1, 2012.

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 Cedarhollow Boulevard, Fanshawe Park Road East, Cedarpark Crescent, Guinness Way and Cedarpark Drive in accordance with current City policies. Upon completion of these works, a Certificate of Completion of Works is to be supplied to the City Engineer, 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 Managing Director – Development Approvals Business Unit 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's Environmental & Engineering Services Department prior to commencing any



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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.

- (l) 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".
- (m) Prior to the issuance of any Certificate of Conditional Approval in this Plan, the Owner shall erect and maintain until assumption advisory signs at all street entrances to Plan 33M-580 for the purpose of informing the public of the traffic calming measures implemented adjacent to this Plan.
- (n) 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 mains on both Cedarpark Drive (east leg) at the east limit in Plan 33M-580 and Cedarpark Drive (south leg) at the south limit in Plan 33M-580; and the 200 mm (8 inch) diameter water main on Cedarpark Crescent in Plan 33M-580, to the specifications of the City Engineer.

The Owner shall construct water services to service Block 123 in this Plan to the existing 250 mm (10 inch) diameter watermain on Cedarhollow Boulevard in Plan 33M-580, 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.

- (o) Prior to the issuance of any Certificate of Conditional Approval, the Owner shall have its professional engineer address water quality requirements for the phasing of the watermain in this Plan, submit his recommendations to the City Engineer for review and acceptance and implement any accepted recommendations which may include the use of 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, all to the satisfaction of the City Engineer, at no cost to the City.
- (p) Sewage treatment capacity at the Adelaide Pollution Control Plant is available for this Plan as of October 2011 and will be reserved by the City for this Plan provided this Plan and this Agreement are registered before October 31, 2012.

In the event that this Plan and this Agreement are not registered before October 31, 2012, then the reserved treatment capacity in the Plant may be forfeited in the absolute discretion of the City 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.



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- (q) 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 sewers on both Cedarpark Drive (east leg) at the east limit in Plan 33M-580 and Cedarpark Drive (south leg) at the south limit in Plan 33M-580; and the 600 mm (24 inch) diameter sanitary sewer on Cedarpark Boulevard. The sanitary 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 Development Approvals Business Unit unless otherwise specified herein.

The Owner shall construct the sanitary private drain connection to service Block 123 in this Plan to the existing 600 mm (24 inch) diameter sanitary sewer on Cedarhollow Boulevard in Plan 33M-580, to the standards and specifications of the City.

The sanitary sewers required in conjunction with this Plan shall be sized to accommodate all upstream lands to the standards and specifications of the City and at no cost to the City unless otherwise specified herein.

- (r) 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 as well as in previously approved phases. 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 410 and the City of London Standard Contract Documents with respect to infiltration testing, exfiltration testing and low pressure air testing;
- (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 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



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- (vii) The Owner or their representative shall prepare and submit a recommendation to the City 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.
- (s) 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. Alternatively, the City may require the Owner to undertake smoke testing at his own cost for this purpose and provide a record of the results to the City. The City may require smoke testing to be undertaken until such time as the sewer is assumed by the City.
- (t) 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 the City's existing storm sewer system being the 1200 mm (48 inch) diameter storm sewer on Cedarpark Drive (south leg), the existing 450 mm (18 inch) diameter storm sewer on Cedarpark Drive (east leg) and the existing 750 mm (30 inch) diameter storm sewer on Cedarpark Boulevard.
- The Owner shall construct the storm private drain connection to service Block 123 in this Plan to the existing 750 mm (30 inch) diameter storm sewer on Cedarhollow Boulevard in Plan 33M-580, to the specifications of the City Engineer.
- (u) The Owner shall implement and monitor all erosion and sediment control measures, in accordance with the erosion and sediment control report accepted by the City, to be used during construction and implementation of the plan satisfactory to the Managing Director – Development Approvals Business Unit. The Owner shall correct any deficiencies of the erosion and sediment control measures forthwith.
- (v) 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 standards and specifications of the City.
- (w) The Owner shall have its consulting professional engineer supervise the construction of the stormwater servicing works, including any temporary works to the standards and specifications 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 Environmental Assessment for Storm Drainage and Stormwater Management Servicing Works for the Kilally North and any addendums/amendments;
 - (iii) The approved Functional Report for Kilally North Servicing Area regional SWM Facility and any addendums/amendments;
 - (iv) The Storm/Drainage and SWM Servicing Report for the subject lands reviewed and approved by the City Engineer and any addendums/amendments;
 - (v) The City of London Planning, Environmental and Engineering Services Department Design Specifications and Requirements as revised;
 - (vi) The City's Waste Discharge and Drainage By-laws, lot grading standards, policies, requirements and practices;



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- (vii) The Ministry of the Environment SWM Practices Planning and Design Manual, as revised; and
- (viii) Applicable Acts, Policies, Guidelines, Standards and Requirements of all required approval agencies.
- (x) The Owner shall implement SWM soft measure 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 approved of the City.
- (y) Prior to the issuance of any Certificate of Conditional Approval, the Owner's consulting engineer shall certify 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.
- (z) The Owner shall report any contamination encountered during construction or anything suspected as such, to the Managing Director – Development Approvals Business Unit, 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.
- (aa) Prior to assumption of this Plan, the Owner shall extend the remaining servicing on a portion of Cedarpark Crescent as a fully serviced road, including a sidewalk on the north and east sides from Cedarpark Crescent in Plan 33M-580 to the limit of this street in this Plan in order to service this Plan and the proposed abutting lot/block in the future phase, to the satisfaction of the Managing Director – Development Approvals Business Unit and at no cost to the City. Alternatively, the Owner may provide cash to the City for the future construction of the remaining servicing in the above-noted section of Cedarpark Crescent to complete Cedarpark Crescent in this Plan as a fully serviced road (eg. storm and sanitary sewers), to the satisfaction of the Director, Development Finance, at no cost to the City.
- (ab) Within one (1) year of the date of registration of this Plan, the Owner shall construct a 1.5 metre high chain link fence, with no gates, along the side yard of Lot 51 in Plan 33M-580, the rear yards of Lots 51 to 62, both inclusive, in Plan 33M-580, and the rear yards of Lots 97 & 98 of this Plan, in accordance with city standards, SPO 4.8, all to the satisfaction of the Director, Development Planning, and at no cost to the City.
- (ac) Within one (1) year of registration of this Plan, or as otherwise determined by the Director, Development Planning, the Owner shall service, grade and seed the Park Block 124 of this Plan, all to the satisfaction of the Director, Development Planning and at no cost to the City.
- (ad) Prior to the issuance of conditional Certificate of Approval, the Owner shall install and maintain until assumption signage within the development advising purchasers of the potential for elevated levels of noise and dust from time to time from the adjacent pit operation, to the satisfaction of the Director, Development Planning and at no cost to the City.

The following warning clause shall be registered on title and included in all Agreements of Purchase and Sale or Lease for all Lots and Blocks within this Plan:



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"Purchasers are advised that due to the proximity of the adjacent aggregate extraction operations, sound levels and dust levels from the facility may at times be increased as extraction moves into the southernmost portion of the pit, and from the internal haul route."

(ae) The Owner shall include in any submissions of any application for any building permits for Block 123, of this Plan, provisions for and installation of central air conditioning units.

(af) The following warning clause shall be registered on title and included in all Agreements of Purchase and Sale or Lease for Block 123, of this Plan:

"This dwelling unit has been supplied with central air-conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment 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.)"

(ag) The Owner shall include in any submission of an application for a building permits for Lots 1-63 both inclusive, Lots 102-122 both inclusive, of this Plan, that the plans include a forced air heating system with the provision of central air conditioning be installed and the ducting, etc. which is sized to accommodate central air conditioning.

(ah) The following warning clause shall be registered on title and included in all Agreements of Purchase and Sale or Lease for Lots 1-63 both inclusive, Lots 102-122 both inclusive and Block 123, of this Plan:

"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.)"

(ai) The following warning clause shall be registered on title and included in all financial offers/Agreements of Purchase and Sale or Lease for Lots 1-63 both inclusive, Lots 102-122, both inclusive and Block 123, of this Plan:

"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."

(aj) The Owner shall not grade into any open space lands. In instances where this is not practical or desirable, any grading into the open space lands shall be to the satisfaction of the Director, Development Planning and the City Engineer.

(ak) The Owner shall construct a left turn lane and channelization at the intersection of Fanshawe Park Road East and Cedarhollow Boulevard with sufficient storage and taper to provide safe access to this subdivision to the standards and specification of



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the City Engineer prior to October 2012. If the Development Approvals Business Unit accepts anything less than the permanent left turn, the Owner shall construct a permanent left turn lane to accommodate the traffic demand anticipated as a result of full build out of the Kilally North Community Plan when directed to do so by the Managing Director, Development Approvals Business Unit.

- (al) The Owner shall advise home builders to construct driveways within this Plan in accordance with the accepted Parking Plan attached as **Appendix "N"**, and to the widths identified in various City By-laws. The Owner shall install barrier curbs on all streets within this Plan consistent with the approved driveway/parking plan, and to the satisfaction of the Director, Development Planning.
- (am) Within three (3) months of registration of this Plan, the City will initiate a street renaming application to change the north east portion of Cedarpark Drive, in Plan 33M-580, to Guinness Way, at no cost to the Owner.



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SCHEDULE 'C'

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

SPECIAL WORKS AND SERVICES

Roadways

- Cedarpark Drive, Cedarpark Crescent and Guinness Way 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'), and
- Reilly Walk shall have a minimum road pavement width (excluding gutters) of 7.0 metres (23') with a minimum road allowance of 19 metres (62')

Sidewalks

A 1.5 metre (5 foot) sidewalk shall be constructed on one side of

- (i) Guinness Way – south and west boulevards;
- (ii) Cedarpark Drive (south leg) – north and east boulevards;
- (iii) Reilly Walk – east boulevard;
- (iv) Cedarpark Crescent – outside boulevard; and
- (v) Fanshawe Park Road East – south boulevard, along the entire frontage of this Plan, including east of Cedarhollow Boulevard to the west limit of Plan 33M-580

Pedestrian Walkways

No walkways required.



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SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated2011, between The Corporation of the City of London and Cedar Hollow 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 days of registration of this 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:	Blocks 126, 127, 128, 129
Road Widening (Dedicated on face of plan):	Block 125
Walkways:	NIL
5% Parkland Dedication:	Block 124
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

School Site:	NIL
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SCHEDULE 'E'

This is Schedule 'E' to the subdivision Agreement dated _____ between The Corporation of the City of London and Cedar Hollow 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:	\$ 303,550
BOND PORTION:	\$2,031,550
TOTAL	\$2,335,100

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

CASH PORTION:	\$ 303,550
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:	\$2,031,550

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 Cedar Hollow Developments Limited, 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 Engineer as follows:
- (i) For sewers at the west limit of the plan at Cedarpark Drive (south leg);
 - (ii) For watermain at the south limit of this Plan at Cedarpark Crescent;
 - (iii) For sewers at the west limit of this Plan at Guinness Way; and
 - (iv) For servicing of Block 138, Plan 33M-580 adjacent to Guinness Way
- (b) Temporary turning circle easements shall be deeded to the City in conjunction with this Plan over lands outside this Plan at the south limit of Cedarpark Crescent and the west limit of Cedarpark Drive (south leg).



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SCHEDULE 'N'

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

**Development Approvals
to
insert parking plan**