



File Number: 39T-06510/A.MacLean

TO:	CHAIR AND MEMBERS PLANNING AND ENVIRONMENT COMMITTEE MEETING ON MARCH 26, 2012
FROM:	G. KOTSIFAS DIRECTOR OF BUILDING CONTROLS AND CHIEF BUILDING OFFICIAL
SUBJECT	SPECIAL PROVISIONS DREWLO HOLDINGS INC. HICKORY HEIGHTS SUBDIVISION 39T-06510

RECOMMENDATION

That, on the recommendation of the Senior Planner, Development Planning, Planning Engineering and Environmental Services Development, the following actions be taken with respect to entering into a subdivision agreement between The Corporation of the City of London and Drewlo Holdings Inc. for the subdivisions of land over Part of Lot 21, Registrar's Compiled Plan No. 1028, (Geographic Township of London), City of London, County of Middlesex, situated on the east side of Wonderland Road North, north of Fanshawe Park Road West, municipally referred to as 1812 Wonderland Road North.

- (a) the attached Special Provisions, (Schedule "D"), to be contained in a Subdivision Agreement between The Corporation of the City of London and Drewlo Holdings Inc. for the Hickory Heights Subdivision; (39T-06510) **BE APPROVED**;
- (b) the financing for this project **BE APPROVED** as set out in the Source of Financing Report attached hereto as Schedule "A";
- (c) the applicant **BE ADVISED** that the Director - Development Finance has summarized the claims and reviews to be as per Schedule "B", attached hereto, and
- (d) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfil its conditions.

BACKGROUND

This application for Draft Plan of Subdivision Approval was accepted on September 30, 2006. It was circulated to the required agencies and municipal departments on October 20, 2006 and advertised in the London Free Press Civic Corner on October 28, 2006. A notice of Public Meeting was advertised in the London Free Press on March 22, 2008, and a notice of Public Meeting was sent out on March 28, 2008. The Public Meeting was held on April 7, 2008.

The applicant requested a three (3) year extension to the draft approval in order to have sufficient time to obtain the necessary planning and engineering approvals and to undertake servicing and marketing of the subdivision.

At its' meeting on April 4th, 2011 City Council requested that the Approval Authority approve the request for a three year extension of the draft plan of subdivision approval for this subdivision subject to the revised conditions of draft approval contained in the attached Appendix "39T-06510". The new draft approval expiry date will be April 29, 2014.







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This subdivision shall be registered in one (1) phase, consisting of 74 single family detached Lots, 1 Stormwater Management Block and 3 Park/Open Space 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:
	
FRANK GERRITS SUBDIVISION AND CONDOMINIUM DOCUMENTATION COORDINATOR	ALLISTER MACLEAN SENIOR PLANNER
REVIEWED BY:	SUBMITTED BY:
	
D. STANLAKE DIRECTOR, DEVELOPMENT PLANNING	G. KOTSIFAS DIRECTOR OF BUILDING CONTROLS and CHIEF BUILDING OFFICIAL

AML/fg
Attach.
March 15, 2012

DRAFT

Chair and Members
 Planning & Environment Committee

March 16, 2012

RE: **Special Provision - Removal of Turning Circle - Hickory Heights - 39T-06510**
Capital Project TS7082-11 - 2011 Works Undertaken by Developer on Behalf of the City
Drewlo Holdings Inc. - \$20,000.00

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 Senior Planner, Development Services Planning, Engineering and Environmental Services Development, 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	\$400,000	\$137,376	\$20,000	\$242,624
NET ESTIMATED EXPENDITURES	\$400,000	\$137,376	\$20,000	\$242,624
<u>SOURCE OF FINANCING:</u>				
Capital Levy	\$400,000	\$137,376	\$20,000	\$242,624
TOTAL FINANCING	\$400,000	\$137,376	\$20,000	\$242,624

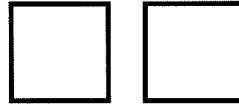
- 1) There are no additional annual operating costs associated with the approval of this project.

DRAFT

EH

Alan Dunbar
 Manager of Financial Planning & Policy

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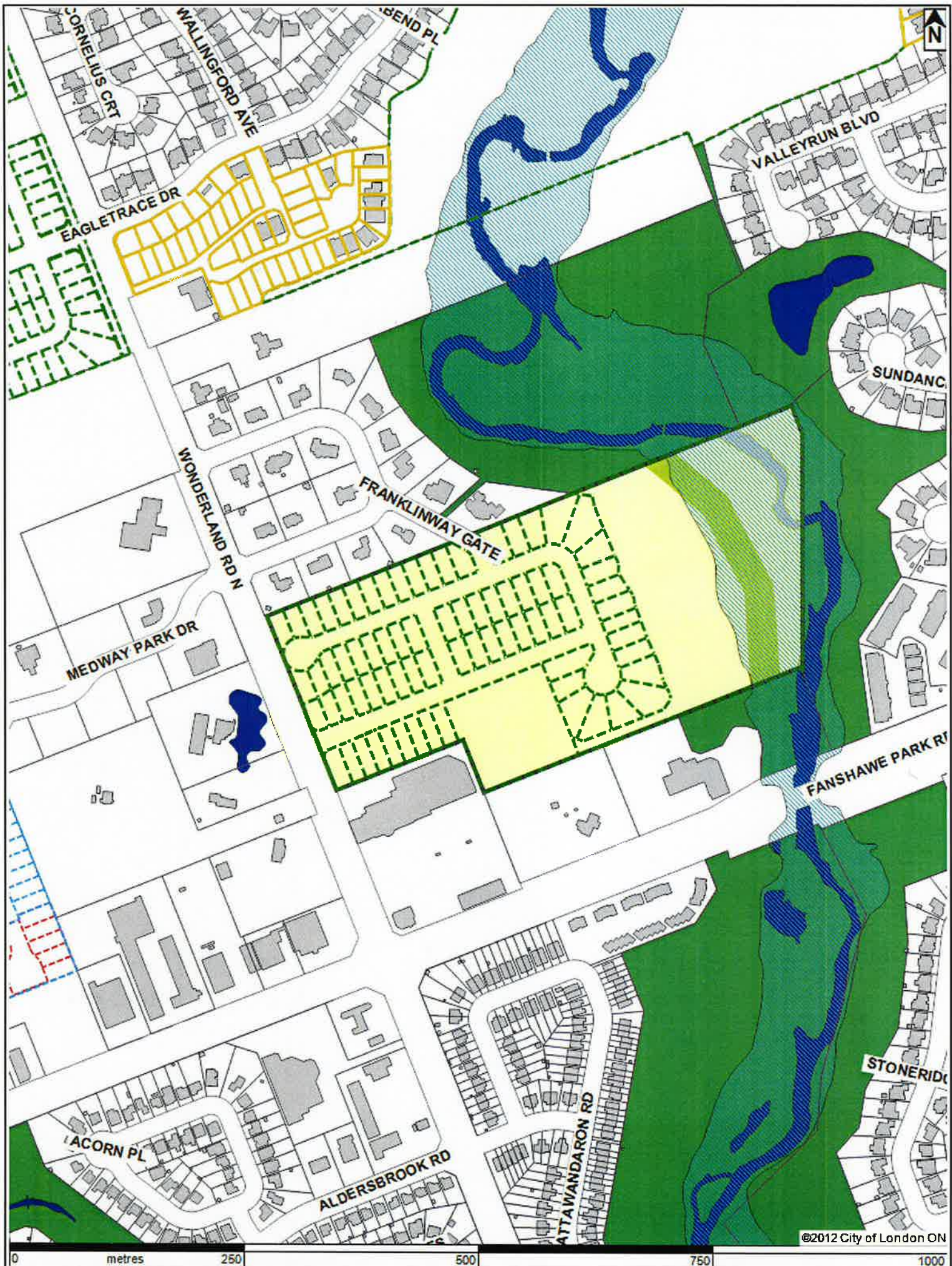
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SCHEDULE "B"

Related Estimated Costs and Revenues

Estimated Costs – This Agreement	
Claims from Urban Works Reserve Fund – General	
- Storm Sewer – subsidy for oversizing	\$42,551
- Roadworks – widening of secondary	\$14,000
Stormwater Management – Sunningdale SWM #7	
- SWM Facility – Construction & Landscaping	\$880,021
- SWM Facility – Land	\$280,953
Capital Expense	\$20,000
Other	Nil
Total	\$1,242,025
Estimated Revenues This Agreement (2012 rates)	
CSRF	\$1,217,300
UWRF	\$490,398
Total	\$1,707,698

1. Estimated Costs are based on approximations provided by the applicant. Actual claims will be determined upon submission by the Owner in conjunction with the terms of the subdivision agreement and the applicable By-law.
2. Estimated Revenues are calculated using 2012 DC rates. 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 Owner should take note that there are currently significant delays in payment of claims from the Urban Works Reserve Fund.
4. 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 Medway Creek Trunk sanitary sewer, road capacity expansion on Wonderland Road North and storm sewer upgrades from the Facility to the river, the cost of which is not reported above. Other growth related costs (like wastewater treatment plant) 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.








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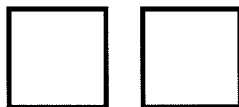
LOCATION MAP

Subject Site: **Drewlo-Plan of Residential Subdivision**
 Applicant: **Drewlo Holdings Inc.**
 File Number: **39T-06510**
 Planner: **Allister MacLean**
 Created By: **Allister MacLean**
 Date: **2012-02-02**
 Scale: **1:5000**

LEGEND

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





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SCHEDULE "D"

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) 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 City Engineer 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 \$42,551;
- (ii) for the construction of pavement widening on Hickorystick Common at Wonderland Road North consistent with the City's standard practice of paying claims where a secondary collector is widened at a primary collector or an arterial road, the estimated cost of which is \$14,000. The claim will be based on a pavement widening of 1.5 metres for a distance of 45 metres with a 30 metre taper. The costs of the gateway treatment over and above the claimable portion shall be at the Owner's expense;
- (iii) for the construction of a stormwater management facility in conjunction with this Plan, the estimated cost of which is \$880,021; and
- (iv) for dedicating to the City Block 76 on this Plan for stormwater management purposes, the estimated cost of which is \$280,953.

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



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SEWER AND ROAD CLAIMS

The Owner's claim against the Fund for the cost of the road and sewer works described in conditions 28(a)(ii) through 28(a)(iv), both inclusive, above, shall be subject to the following:

- (1) If the actual total claim for the said road and sewer works exceeds \$1,000,000 then the payment to the Owner from the Fund is to be made in two or more instalments, no instalment shall exceed \$1,000,000;
- (2) If the total derived by adding the amount of any instalment due to be paid to the aggregate of all preceding paid instalments exceeds \$1,000,000 the City may postpone payment from the Fund of the instalment due to be paid until after the elapse of a twelve month period from the payment date of the immediately preceding paid instalment (notwithstanding that the balance in the Fund at any relevant time in the twelve month period following the immediately preceding paid instalment may be sufficient to make payment to the Owner of the instalment due to be paid); and
- (3) The time of receipt by the City of the Owner's application for payment of the instalment due to be paid mentioned in Condition 28 a)(2) above shall be deemed to be on the first anniversary date of the payment of the immediately preceding paid instalment, in place of the earlier time when the application was actually received by the City.

STORMWATER MANAGEMENT CLAIMS

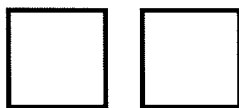
The Owner's claim against the Fund for the stormwater management works described in conditions 28 (a) (iii) through 28 (a) (iv), both inclusive, above, shall be subject to the following:

- (4) If the actual total claim for the said stormwater management works, including land costs, exceeds \$250,000 then the payment to the Owner from the Fund is to be made in two or more instalments, but no instalment shall exceed \$250,000;
- (5) If the total derived by adding the amount of any instalment due to be paid to the aggregate of all preceding paid instalments exceeds \$250,000, the City may postpone payment from the Fund of the instalment due to be paid until after the elapse of a twelve month period from the payment date of the immediately preceding paid instalment (notwithstanding that the balance of the Fund at any relevant time in the twelve month period following the immediately preceding paid instalment may be sufficient to make payment to the Owner of the instalment due to be paid).
- (6) The time of receipt by the City of the Owner's application for payment of the instalment due to be paid mentioned in Condition 28 a)(5) shall be deemed to be on the first anniversary date of the payment of the immediately preceding paid instalment, in place of the earlier time when the application was actually received by the City.

All claimable works shall be identified as separate tender schedules listing items, quantities, plan locations of quantities (chainage "from Station to Station"), and unit costs within larger construction contracts.

CLAIMS AGAINST THE CAPITAL WORKS BUDGET

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



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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 cost of removal of the temporary turning circle on Franklinway Gate and adjacent lands, in Plan 33M-109 to the north of this Plan, and complete the construction of Franklinway Gate in this location as a fully serviced road, including restoration of adjacent lands, the estimated cost of which is \$20,000, limited to this maximum amount.

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.

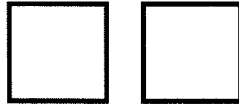
- (b) For any works where the Owner undertakes works at their entire expense as a capital cost incurred on behalf of the City and as authorized by the City subject to a claim and the claim is made from the Urban Works Reserve Fund, the City Services Reserve Fund or the Capital Works Budget, the Owner 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.
- (c) The Owner shall grade the portions of Lots 1, 40, 41 and 74 and Hickorystick Key (the portion adjacent to Wonderland Road) inclusive, which have a common property line with Wonderland Road North, to blend with Wonderland Road North 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 Wonderland Road North 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.

- (d) 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 above 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



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Affected Lands that the building construction was completed in accordance with the Owner's geotechnical engineer's recommendations.

- (e) Prior to any construction, the Owner shall erect barricades, as necessary, all in accordance with the Council Policy adopted on December 2, 2002 regarding construction access for new subdivisions, satisfactory to the City Engineer at the north limit of Franklinway Gate

Barricades are to be maintained at the north limit of Franklinway Gate for a period of one (1) year from the issuance of the Certificate of Conditional Approval of Subdivision or as otherwise directed by the City Engineer. Upon removal of the barricades, the Owner shall restore the boulevards and complete the construction of the roadworks, to the satisfaction of the City, 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.

- (f) At the time of removal of the barricade on Franklinway Gate, the Owner shall remove the temporary turning circle on Franklinway Gate and adjacent lands, in Plan 33M-109 to the north of this Plan, and complete the construction of Franklinway Gate in this location as a fully serviced road, including restoration of adjacent lands, to the specifications of the City, and at no cost to the City.
- (g) 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 Wonderland Road North or as otherwise specified by the City.
- (h) 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 Hickoryridge Common in this Plan joins with Wonderland Road North, including all underground services and related works. These works shall be coordinated with the City's Wonderland Road GMIS project (see clause (k));
 - (ii) a fully serviced road connection where Franklinway Gate in this Plan joins with Franklinway Crescent (renamed Franklinway Gate) in 33M-109, including the removal of the temporary turning circle, all underground services and related works; and
 - (iii) water connections to Wonderland Road North at both Hickoryridge Common and Hickoryridge Key. These works shall be coordinated with the City's Wonderland Road GMIS project (see clause (k)).

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 Wonderland Road North and Franklinway Crescent (to be renamed Franklinway Gate) 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 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 (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



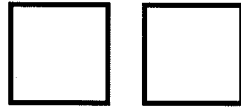
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Labour and Ministry of Transportation requirements within the Ontario Traffic Manual Book 7. Further, the Owner shall obtain a Permit for Approved Works from the City's Environmental & Engineering Services Department prior to commencing any construction 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.

- (i) Prior to the construction of works on any 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".
- (j) The Owner shall co-ordinate the servicing of this Plan in conjunction with the City's Growth Management Implementation Strategy (GMIS) project to reconstruct Wonderland Road North adjacent to this Plan (from 150 metres north of Fanshawe Park Road West to 750 metres north of Fanshawe Park Road West). The Owner shall provide notification to the Transportation Planning and Design Division of the tender award and commencement of construction of the contracts for the construction of the subdivision sanitary sewer servicing, storm sewer servicing and Stormwater Management Facility in order for the City to initiate the tender and award the contract for the GMIS project.
- (k) The Owner shall co-ordinate the work associated with this Plan of Subdivision with the City's proposed construction of the works on Wonderland Road North adjacent to this Plan. In addition, the Owner shall dedicate temporary easements along the west boundary of this Plan that may be required within this Plan by the City in order for the City to complete the said works on Wonderland Road North in conjunction with the timing of the Wonderland Road North GMIS project.
- (l) The Owner shall construct a centre island on Hickorystick Key (south of Hickoryridge Common) in this Plan, in accordance with City standard SR-5.0 and to the standards and specifications of the City.
- (m) 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 450 mm (18 inch) diameter water main on Wonderland Road North, from both Hickoryridge Common and Hickorystick Key, 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.
- (n) Prior to the issuance of any Certificates of Conditional Approval, the Owner shall have its professional engineer address water quality requirements for this Subdivision by implementing any accepted recommendations of the accepted water servicing report, by the use of the following:
 - i) design calculations which demonstrate there is adequate water turnover to maintain water quality; and/or
 - ii) the use of valving to shut off future connections which will not be used in the near term; and/or
 - iii) 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. Please



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note that where automatic flushing devices will be used, calculations of the turnover required to maintain chlorine residual are to be provided in order to initialize the settings for the automatic flushing device.

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

- (o) Sewage treatment capacity at the Greenway/Adelaide Pollution Control Plant is available for this Plan as of March, 2012 and will be reserved by the City for this Plan provided this Plan and this Agreement are registered before March, 2013.

In the event that this Plan and this Agreement are not registered before March, 2013, 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.

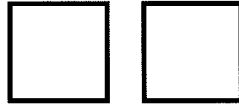
The Owner acknowledges that sewage treatment capacity at the Greenway/Adelaide Pollution Control Plant must be allocated for this Plan prior to the Owner's application for building permits in this Plan.

- (p) 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 300 mm (12 inch) diameter sanitary sewer located along the west boundary of Block 76 on Municipal Number 595-615 Fanshawe Park Road West within a municipal easement at the south limit of this Plan of subdivision and the existing 200 mm (8 inch) diameter sanitary sewer on Wonderland Road North. 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.
- (q) The Owner shall construct sanitary sewers to provide an outlet for the existing 200 mm (8 inch) diameter sanitary sewer on Wonderland Road North, to the specifications of the City Engineer.
- (r) The Owner shall construct a connecting maintenance/pedestrian access between Hickorystick Key and the existing access on Block 77 over Block 75, to the specifications of the City, and at no cost to the City.
- (s) The Owner shall remove and restore all existing accesses on this site, to the specifications of the City, and at no cost to the City.
- (t) 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;



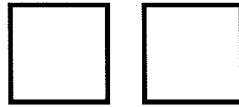
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- (iii) Installation of Parson manhole inserts (or approved alternative satisfactory to the City) in all sanitary sewer manholes within this draft plan at the time of installation of the manhole as well as in previously approved phases. The Owner shall not remove the inserts until the siding 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
- (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.
- (u) 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.
- (v) The Owner shall construct the storm sewers to service the Lots and Blocks in this Plan, in compliance with the Medway Creek Subwatershed Study to outlet to the Medway Creek via the regional Stormwater Management (SWM) Facility # 7 located within this Plan. The storm 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.
- (w) Subsequent to the construction and operation of the storm sewers and SWM Facility in this Plan and on Wonderland Road North (GMIS Project) adjacent to this Plan, the Owner shall make modifications to the existing 525 mm (21 inch) storm sewer adjacent to the south boundary of this Plan from approximately Lot 4 in this Plan to Block 76 and abandon the portion west of Lot 4 in this Plan, all to the specifications of the City, at no cost to the City. The Owner shall make best efforts to make the necessary arrangements with the owner of 595 - 615 Fanshawe Park Road West to construct modifications to the storm sewer or make alternative suitable arrangements with the City, to the satisfaction of the City. The Owner shall provide easements over the rear of Lots 4 to 9 to accommodate the storm sewer. Temporary easements may also be required over the rear of Lots 1, 2 and 3 of this Plan, until such time as the storm sewer is no longer required and abandoned to the satisfaction of the City.
- (x) The Owner shall implement and monitor all erosion and sediment control measures, in accordance the erosion/sediment control plan (ESCP) accepted by the City, to be used during construction and implementation of the plan satisfactory to the City. The Owner shall correct any deficiencies of the sediment and erosion control measures forthwith.



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- (y) 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 Engineer.
- (z) The Owner shall have its consulting professional engineer supervise the construction of the storm/drainage servicing system for the subject lands, including any temporary works all to the specification and satisfaction of the City Engineer and according to the recommendations and requirements of the following:
- (i) The SWM criteria and environmental targets for the Medway Creek Subwatershed Study;
 - (ii) The approved Fellner Subdivision/Sunningdale SWM 7 Functional SWM Report for the subject lands;
 - (iii) The accepted Municipal Class Environmental Assessment (EA) Study for Sunningdale Storm Drainage and SWM Facility 7 Servicing Works;
 - (iv) The City's Waste Discharge and Drainage By-laws, lot grading standards, policies, design specifications, requirements and practices;
 - (v) The Ministry of the Environment SWM Practices Planning and Design Manual (2003); and
 - (vi) Applicable Acts, Policies, Guidelines, Standards and Requirements of all required relevant agencies.
- (aa) 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.
- (ab) Prior to the acceptance of engineering drawings, 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 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.
- (ac) The Owner shall implement SWM Best Management Practices (BMP's) within the Plan, where possible, to the satisfaction of the City. The acceptance of these measures by the City will be subject to the presence of adequate geotechnical conditions within this Plan and the approval of the City.
- (ad) Prior to the acceptance of engineering drawings, the Owner's professional geotechnical engineer shall, address all geotechnical issues including erosion, maintenance and structural setbacks related to slope stability, all to the satisfaction of the City and the Upper Thames Conservation Authority.
- (ae) The Owner shall hold Lots 1 and 2 within this plan of subdivision out of development and easements shall be provided to the City over these lots until such time as a permanent overland flow routes is established and deemed operational for this subdivision. The Owner shall be responsible for all costs associated with the ongoing maintenance and decommissioning of the interim overland flow route until such time as the permanent overland flow route is established and deemed operational, all to the satisfaction of the City.
- (af) Prior to the issuance of a Certificate of Conditional Approval, the Owner shall have it Professional Consulting Engineer submit a Monitoring and Operational Procedure



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Manual for the maintenance and monitoring program for the SWM Facility within this Plan, in accordance with the City's "Monitoring and Operational Procedure for Stormwater Management Facilities" requirements to the City Engineer for review and approval. The program shall include, but not be limited to, the following:

- i) a work program manual for the maintenance and monitoring of these facilities including the submerged outlet and restricted access to the outlet;
- ii) Protocol of sediment sampling and recording of sediment accumulation volumes; and
- iii) storage and discharge monitoring.

(af) Following construction and prior to the assumption of the SWM Facility within this Plan, the Owner shall complete the following at no cost to the City, and all to the specifications and satisfaction of the City:

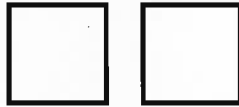
- i) Operate, maintain and monitor the SWM Facility in accordance with the approved maintenance and monitoring program and the City's "Monitoring and Operational Procedure for Stormwater Management Facilities.";
- ii) Have its consulting professional engineer submit semi-annual monitoring reports in accordance with the approved maintenance and monitoring program and the City's "Monitoring and Operational Procedure for Stormwater Management Facilities" to the City for review and approval; and
- iii) Ensure that any removal and disposal of sediment is to an approved site satisfactory to the City.

(ag) The Owner shall coordinate and complete the storm/drainage and SWM servicing works for this Plan in conjunction with the City's Wonderland Road reconstruction works that include, but not be limited to, the minor/major storm flows conveyance works that will be designed and constructed by others and the proposed storm/drainage and SWM servicing works for this Plan shall be completed all to the satisfaction of the City Engineer.

(ah) Prior to Construction of the SWM Facility, the Owner shall obtain a Technical Amendment from the Ministry of Environment (MOE) to the existing Certificate of Approval for the proposed SWM Facility #7 in accordance with the proposed design modifications to the City's previously approved Fellner Subdivision/Sunningdale SWM 7 Functional SWM design report that shall be modified to incorporate all recommended changes for the subject lands, all to the satisfaction of the City.

(ai) The Owner shall register against the title of Lots incorporating rear yard catchbasins, which includes Lots 4, 5, 24, 25, 38 and 39 in this Plan and all other affected Lots shown on the accepted plans and drawings, and shall include this information in the agreement of purchase and sale for the transfer of each of the affected Lots, a covenant by the purchaser or transferee to observe and comply with the minimum building setbacks and associated underside of footing (U.S.F.) elevations, by not constructing any structure within the setback areas, and not disturbing the catchbasin and catchbasin lead located in the setback areas. The Owner shall protect these catchbasins and catchbasin leads from damage or adverse effects during and after construction. The minimum building setbacks from these works and associated underside of footing (U.S.F.) elevations have been established as indicated on the subdivision lot grading plan, attached hereto as **Schedule "I"** and on the servicing drawings accepted by the City.

(aj) No sewers shall be constructed on easements or on lands designated for future use as a park without the necessary approvals, where applicable, from the Manager of Parks Planning and Design.



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- (ak) 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 park standards (SPO 4.8) or approved alternate, approved by the City, along the property limit interface of Lots 12, to 24 both inclusive, abutting Open Space Block 77 (Medway Valley ESA) and **Blocks ## and ##**, all to the satisfaction of and at no cost to the City.
- (al) Within one (1) year of the registration of this Plan, the Owner shall construct a chain link fence, on Lots 18 and 19 of this Plan, without gates, adjacent to the walkway, Block 75 of this Plan, in accordance with City Standard No. SR-7.0, all to the satisfaction of the City, and at no cost to the City.
- (am) The Owner shall install a 3 metre high by 6 metre long noise barrier on private property along the sideyards of Lots 1, 40, 41, and 74 with 2 metre returns and a 2.4 metre high by 6 metre long noise barrier along the sideyard of Lot 39 with a 2 metre return as recommended in the Noise Assessment prepared by Development Engineering (London) Ltd. dated April 6, 2010. Property owners of Lots 1, 39, 40, 41 and 74 are to be advised that they shall not tamper with the noise attenuation barrier and all responsibility for the repair, maintenance and replacement of the noise attenuation barrier will rest with the owners.
- (an) The following warning clause shall be registered on title and included in all Agreements of Purchase and Sale or Lease for Lots 1, 2, 39, 40, 41, 42, 73 and 74 of this Plan.

"Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of Environment's noise criteria.

"The City of London assumes no responsibility for noise issues which may arise from the existing or any increase in vehicle traffic on Wonderland Road North as it relates to the interior or outdoor living areas of any dwelling unit on this lot. The City of London will not be responsible for constructing any form of noise mitigation for this Lot."

- (ao) The Owner shall include in any submission for a building permit application Lot 2 and Lot 39 that forced air heating with provisions for future air conditioning (which can be installed at the owner's option) be required.
- (ap) The following warning clause shall be registered on title and included in all Agreements of Purchase and Sale or Lease for Lots 2 and 39 of this Plan:

"Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of Environment's noise criteria.

"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 by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and Ministry of the Environment's noise criteria.

(Note: The location and installation of the outdoor air conditioning device should be done so as to comply with noise criteria of MOE publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"

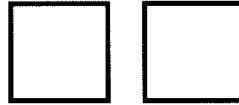
"The City of London assumes no responsibility for noise issues which may arise from the existing or any increase in vehicle traffic on Wonderland Road North as it relates to the interior or outdoor living areas of any dwelling unit on this lot. The City of London will not be responsible for constructing



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any form of noise mitigation for this Lot.

- (aq) The Owner shall include in any submission for a building permit application Lots 1, 40, 41 and 74, of this Plan, forced air heating and central air conditioning is included.
- (ar) The following warning clause shall be registered on title and included in all Agreements of Purchase and Sale or Lease for Lots 1, 40, 41 and 74, of this Plan:
- “This dwelling unit has been supplied with a 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 Ministry of the Environment’s noise criteria.”*
- (as) The following warning clause shall be registered on title and included in all Agreements of Purchase and Sale or Lease for Lots 2, 42 and 73, of this Plan:
- “Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality’s and the Ministry of Environment’s noise criteria.*
- (at) The following warning clause shall be registered on title and included in all Agreements of Purchase and Sale or Lease for Lots 1-9, both inclusive on this Plan:
- “Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to activities occurring on the adjacent commercial site may occasionally interfere with some activities of the dwelling occupants. The City assumes no responsibility for noise issues which may arise from the existing adjacent commercial development as it relates to the interior or outdoor living areas of any dwelling unit on this lot. The City will not be responsible for constructing any form of noise mitigation for this lot.”*
- (au) The Owner shall sell a portion of **Block XX** at the rear of Lots 12-15 (identified as Block 14 (as redline amended) on draft plan 39T-06510) to the City of London at a rate of \$13,700 per hectare. The Owner shall sell a portion of **Block XX** adjacent to Lots 23 and 24 (Block 15 (as redline amended) on draft plan 39T-06510) to the City of London at a rate of \$370,500 per hectare. These Blocks shall be sold to the City at the time of registration of this Plan.
- (av) The Owner shall not grade into any public Open Space lands. In instances where this is not practical or desirable, any grading into the public Open Space lands shall be to the satisfaction of the City.
- (aw) Within one (1) year of registration of this Plan, the Owner shall prepare and deliver to all purchasers and transferees of the Lots in this Plan, an education package as approved by the City, that explains the stewardship of natural areas and the value of existing tree cover within this Plan of Subdivision and within the Medway Valley.
- (ax) The Lot and Block limits in this Plan shall not encroach within the drip-line of trees or edge of the shrub layer, whichever is greater, within the Medway Valley ESA as surveyed and to the satisfaction of the City.
- (ay) Within one (1) year of registration of this Plan the Owner shall grade, service and seed Blocks 75 and 77 of this Plan, all to the satisfaction of the City.
- (az) Within one (1) year of registration of this Plan the Owner shall monument all existing and future Lots and Blocks adjacent to SWM Block 76. Property boundary monuments shall be in accordance with current City of London standards, to the satisfaction of the Manager of Parks Planning and Design, and at no cost to the City.



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- (ba) Within one (1) year of registration of this Plan, the shall construct a 1.5 metre high chain link fence with no gates (SPO 4.8) along the rear or side lot lines where they abut zoned Open Space.
- (bb) The Owner shall construct a decorative fencing along the Wonderland Road North interface, abutting Lots 1, 40, 41 and 74, of this Plan, all to the satisfaction of the City, and at no cost to the City.

Drewlo Holdings Inc. agrees to register on title and include in all Purchase and Sale Agreements for Lots 1, 40, 41 and 74, of this Plan, which notifies prospective / future owners that they shall not tamper with the fence and that all responsibility for the repair, maintenance and replacement of the fence shall rest with the owners.

- (bc) Concurrent with registration of this Plan, the Owner shall provide all required and adequate land dedications and easements related to the stormwater works, including Block 76, satisfactory to the City Engineer.
- (bd) Section 4 – Standard of Work, Clause (14) is hereby amended to read as follows:

Prior to the construction of any dwellings within this Plan, the Owner shall erect at all street intersections and other locations within or without the subdivision as required by him, permanent signs designating street names, parking, and any other signage as required by the City, shall be installed and maintained by the Owner, and at no expense to the City. All signs shall be of a design approved by the City Engineer.

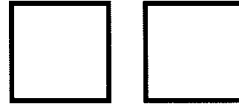
- (be) Section 4 – Standard of Work, Clause (25) is hereby amended to read as follows:

The Owner shall, at his own expense, obtain community mailbox location plans for the said plan of subdivision from Canada Post and the location of the said community mailboxes shall be shown on the subdivision "Identification Sign" in compliance with Section 25 of the General Provisions and displayed in a prominent location in the housing sales office(s).

The exact mailbox locations shall be field located as the adjacent sites are built, at which time the Owner shall install a 1.5 metre wide concrete pad between the curb and the boulevard at the finalized stop locations, all to the satisfaction of the City Engineer and the Canada Post.

- (bf) Section 4 – Standard of Work, last Clause, is hereby to be amended to read as follows:

Any variance from items (1) to (26) above must be clearly set forth in **Schedule "C"**. All the foregoing works and services must be fully maintained by the Owner at its own expense in a manner and to a degree satisfactory to the City Engineer and the Owner shall retain for himself, his heirs and assigns, the right to enter at all reasonable times and from time to time, upon all Lots and Blocks in the plan of subdivision in order to maintain all the foregoing works and services, until the same have been assumed by the City and the warranty period has expired whichever shall be the later. Any damage thereto or failure thereof shall be forthwith repaired to the satisfaction of the City Engineer. Winter maintenance work including ploughing, salting and sanding shall be provided for all streets and sidewalks within this plan of subdivision to a degree which, in the opinion of the City Engineer, is consistent with the number of residences under construction or occupied on any street. All survey monuments shall at all times be carefully preserved and immediately repaired or replaced under the direction of on Ontario Land Surveyor if accidentally damaged or destroyed. The Owner shall obtain and grant to the City easements for the said sewer, water and electric services whenever the same are on private property, such grants to be at the expense of the Owner, and in a form approved by the City Solicitor, and further provided that until such time as the foregoing works and services have been assumed by the City, the Owner shall for the purpose of minimizing or eliminating danger of damages or inconvenience arising out of personal injury and damage to property, direct all or certain construction vehicles or equipment associated with the construction of this subdivision along such streets specified by the City Engineer.



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SCHEDULE 'C'

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

SPECIAL WORKS AND SERVICES

Roadways

- Hickoryridge Common, Franklinway Gate, Hornbeam Gate, Hickorystick Key (between Hickoryridge Common and Hornbeam Gate) and Hickorystick Key (cul-de-sac south of Hickoryridge Common) 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').
- Hickorystick Key (west of Hornbeam Gate) shall have a minimum road pavement width (excluding gutters) of 6.0 metres (19.7') with a minimum road allowance of 18 metres (60')
- Hickoryridge Common, from Wonderland Road North to 30 metres east of Wonderland Road North shall have a minimum road pavement width (excluding gutters) of 11.0 metres (36.1') with a minimum road allowance of 22.5 metres (75'). The widened road on Hickoryridge Common shall be equally aligned from the centreline of the road and tapered back to the 8.0 metre road pavement width (excluding gutters) and 20.0 metre road allowance for this street, with 30 metre tapers on both street lines.

Sidewalks

A 1.5 metre (5 foot) sidewalk shall be constructed on both sides of Hickoryridge Common (between Wonderland Road North and Hornbeam Gate).

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

- (i) Hornbeam Gate – west boulevard;
- (ii) Hickoryridge Common (between Hornbeam Gate to Hickorystick Key) – south boulevard
Hickorystick Key (from Hickoryridge Common to west limit of Hickorystick Key) – east and north boulevard; and
- (iii) West limit of Hickorystick Key sidewalk to the sidewalk on the east side of Wonderland Road North.
- (iv) Franklinway Gate – west boulevard



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SCHEDULE 'D'

This is Schedule 'D' to the Subdivision Agreement dated this _____ day of _____, 2012, between the Corporation of the City of London and Drewlo Holdings Inc. to which it is attached and forms a part.

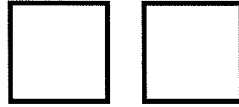
Prior to the Approval Authority granting final approval of this Plan, the Owner shall transfer to the City, all external lands as prescribed herein. Furthermore, within thirty (30) days of registration of the Plan, the Owner shall further transfer all lands within this Plan to the City.

LANDS TO BE CONVEYED TO THE CITY OF LONDON:

0.3 metre (one foot) reserves:	Blocks 78 and 79
Road Widening (Dedicated on the face of the plan):	NIL
Walkways:	Block 75
5% Parkland Dedication	Block 77
Land for Parks in excess of 5%:	Block XX and XX to be purchased by the City, in accordance with Clause 28(au) of this Agreement.
Stormwater Management:	Block 76

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 Drewlo Holdings 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:	\$ 336,927 **
BOND PORTION:	\$1,087,202
TOTAL	\$1,424,129 **

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

CASH PORTION:	\$ 336,927 **
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:

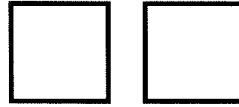
CASH PORTION:	NIL
BOND PORTION:	\$1,087,202

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

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 Drewlo Holdings Inc. to which it is attached and forms a part.

Multi-Purpose Easements

- (a) Multi-purpose easements for servicing shall be deeded to the City in conjunction with this Plan, within this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
 - (i) across rear of Lots 4 to 9, both inclusive.

- (b) Multi-purpose easements for servicing shall be deeded to the City in conjunction with this Plan, within this Plan, on an alignment of sufficient width acceptable to the City Engineer as follows:
 - (i) over Lots 38-43, both inclusive as needed.

- (c) Temporary multi-purpose easements shall be deeded to the City in conjunction with this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
 - (i) on rear of Lots 1, 2 and 3 until the section of storm sewer is abandoned.

- (d) Temporary working easements shall be deeded to the City in conjunction with the registration of this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
 - (i) along Lots 1, 40, 41 and 74 until the completion of the Wonderland Road North road works.