

File Number: 39T-07510

TO:	CHAIR AND MEMBERS PLANNING AND ENVIRONMENT COMMITTEE MEETING ON NOVEMBER 26, 2012
FROM:	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT	SPECIAL PROVISIONS SIFTON PROPERTIES LIMITED ANDOVER TRAILS SUBDIVISION - PHASE 4 39T-07510

RECOMMENDATION

That, on the recommendation of the Manager, Development Services, the following actions be taken with respect to entering into a subdivision agreement between The Corporation of the City of London and Sifton Properties Limited for the subdivisions of land over Part of Lot 35, Concession 2, (Geographic Township of Westminster), City of London, County of Middlesex, situated generally between Southdale Road West and Wharncliffe Road South, municipally known as 1451 Wharncliffe Road South:

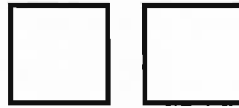
- (a) the attached Special Provisions to be contained in a Subdivision Agreement between The Corporation of the City of London and Sifton Properties Limited for the Andover Trails Subdivision, Phase 4 (39T-07510) **BE APPROVED**;
- (b) the financing for this project **BE APPROVED** as set out in the Source of Financing Report attached hereto as Schedule "A";
- (c) the applicant **BE ADVISED** that the Director, Development Finance has summarized the claims and revenues to be as per Schedule "B", attached hereto,
- (d) that the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.
- (e) Council **BE ADVISED** that the anticipated reimbursements from the Capital Works Budget have been negotiated for the cost of a pathway in Park Block 8 in this Plan, the estimated cost of which is \$6,000, limited to this maximum amount.

BACKGROUND

This application for Draft Plan of Subdivision Approval was accepted on October 10, 2007. It was circulated to the required agencies and municipal departments on November 15, 2007 and advertised in the London Free Press Civic Corner on November 7, 2007. A notice of Public Meeting was published on April 18, 2009 and a notice of Public Meeting was sent out on April 24, 2009. The Public Meeting was held on May 6, 2009 and Draft Approval was granted on August 19, 2009, subject to conditions.

The subject plan of subdivision is within the Bostwick East Area Plan. The land use designations for the Sifton lands north of Bradley Avenue, the Bradley Avenue extension and the SWM facility and Open Space lands south of Bradley Avenue were approved on June 13, 2005 as OPA No. 358.

This plan of subdivision requires the dedication of the Bradley Avenue corridor extension (within the plan) to the City of London for future roads infrastructure. However, the construction of Bradley Avenue is not required as a condition for development to proceed within the maximum residential density and commercial floor area thresholds that have been applied through zoning. A separate



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application has been received from Sifton Properties Limited (OZ-8087) to permit an expanded commercial area and range of commercial uses on lands within this plan. If this application is ultimately approved by the City, holding provisions would be applied to the zoning to require municipal infrastructure improvements that may be warranted by the proposed development, including the construction of roadworks within the Bradley Avenue corridor.





Phase 1 was registered on August 23, 2007 as 33M-579; Phase 2 was registered on December 16, 2008 as 33M-602 and Phase 3 was registered on October 12, 2011 as 33M-634, all under Draft Approved Plan 39T-05506. This registration is the final phase of the Andover Trails Development.

This subdivision will be registered in one (1) phase, which consists of 2 multi-family medium density residential blocks, 2 multi-family high density residential blocks, 2 commercial blocks and 2 park blocks, all served by a secondary collector road.

The Development Services Division has reviewed these special provisions with the Owner.

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 AND RECOMMENDED BY:	CONCURRED BY:
	
TERRY GRAWAY MANAGER, DEVELOPMENT SERVICES	BRUCE HENRY MANAGER, DEVELOPMENT PLANNING
REVIEWED BY:	SUBMITTED BY:
	
JENNIE A. RAMSAY P. ENG. MANAGER, DEVELOPMENT SERVICES	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL

TG/fg
Attach.
November 15, 2012

APPENDIX 'A'

#12159

November 16, 2012

Chair and Members
Planning & Environment Committee

**RE: Special Provisions - Sifton Properties Limited
Andover Trails Subdivision - Phase 4, 39T-07510
Capital Project PD2043-12 - 2012 New Major Open Spaces
Parks Planning Pathway - \$6,000.00**

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 Managing Director, Development and Compliance Services and Chief Building Official, the detailed source of financing for this project is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Engineering	\$60,000			\$60,000
Construction	560,000	10,176	6,000	543,824
NET ESTIMATED EXPENDITURES	<u>\$620,000</u>	<u>\$10,176</u>	<u>\$6,000</u>	<u>\$603,824</u> 1)
<u>SOURCE OF FINANCING:</u>				
Debenture Quota	1) 262,700	4,312	2,562	255,826
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) 357,300	5,864	3,438	347,998
TOTAL FINANCING	<u>\$620,000</u>	<u>\$10,176</u>	<u>\$6,000</u>	<u>\$603,824</u>

NOTE TO CITY CLERK:

1) Administration hereby certifies that the estimated amounts payable in respect of this project does not exceed the annual financial debt and obligation limit for the Municipality of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02 made under the Municipal Act, and accordingly the City Clerk is hereby requested to prepare and introduce the necessary authorizing by-laws.

An authorizing by-law should be drafted to secure debenture financing for Project PD2043-12 - 2012 New Major Open Spaces for the net amount to be debentured of \$262,700.

2) 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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Schedule "B"

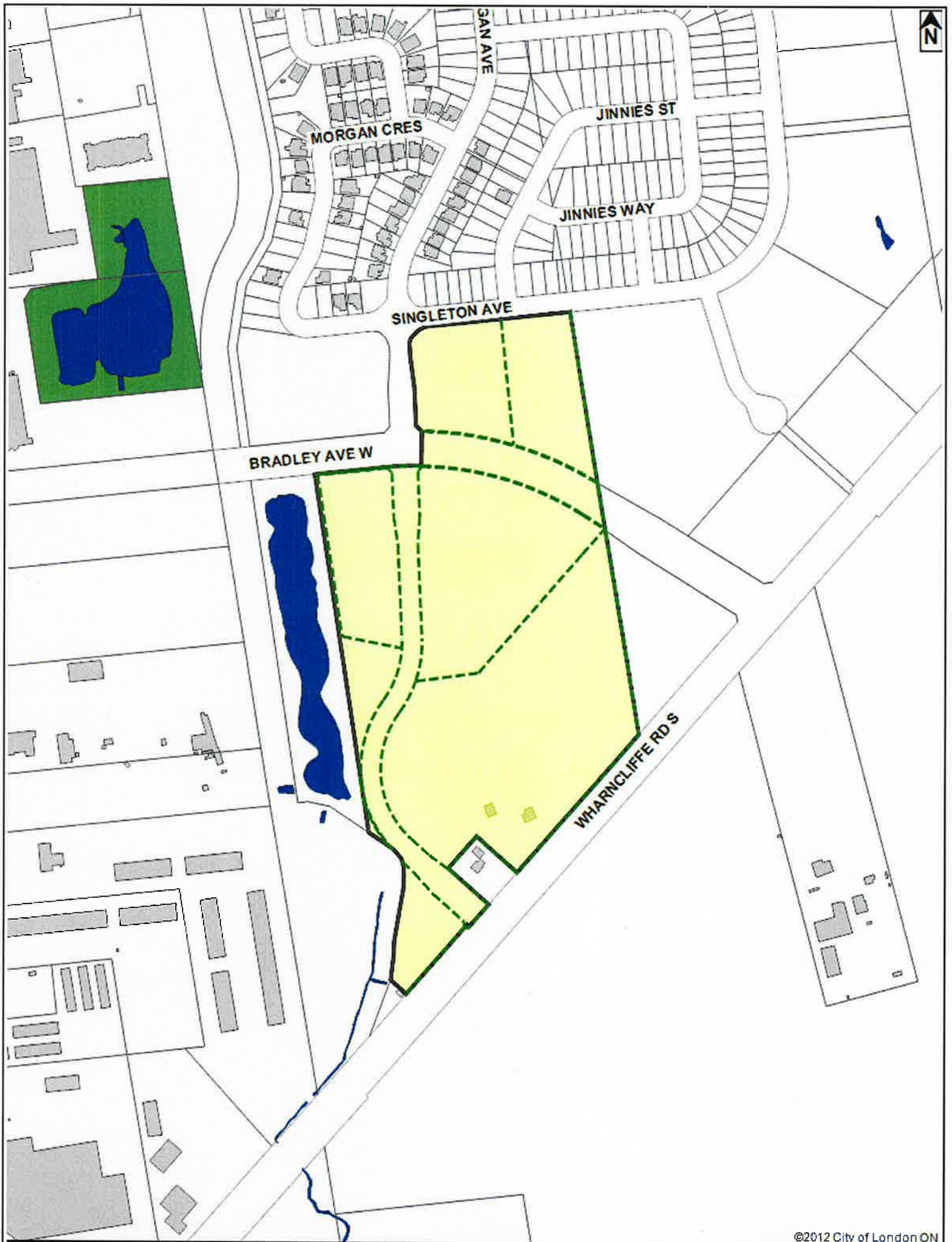
Related Estimated Costs and Revenues

Estimated Costs – This Agreement	
Claims from Urban Works Reserve Fund – General	
-storm sewer oversizing	\$100,000
-channelization on Wharncliffe Rd S	\$129,000
-internal widenings	\$24,000
Claims from Urban Works Reserve Fund - Stormwater Management	Nil
Capital Expense – Parks Planning Pathway	\$6,000
Other	Nil
Total	\$259,000
Estimated Revenues - This Agreement (2012 rates)	
CSRF	\$6,208,279
UWRF	\$2,810,423
Total	\$9,018,702

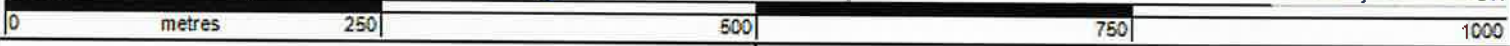
1. Estimated Costs are based on approximations provided by the applicant. Final claims will be determined based on actual costs in conjunction with the terms of the subdivision agreement and the applicable By-law.
2. Estimated Revenues are calculated using 2012 DC rates and may take many years to recover. The revenue estimates includes DC cost recovery for "soft services" (fire, police, parks and recreation facilities, library, growth studies). There is no comparative cost allocation in the Estimated Cost section of the report, so the reader should use caution in comparing the Cost with the Revenue section.
3. The revenues and costs in the table above are not directly comparable. This subdivision, like others in the area, also relies on the recently constructed roadwork and SWM facilities, the cost of which is not reported above. Other growth related costs (like wastewater treatment plant and road capacity expansion) incurred to serve this subdivision and surrounding areas are not reported above, 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.
4. The Owner should take note that there are currently significant delays in payment of claims from the Urban Works Reserve Fund.

Reviewed By:

Peter Christiaans
 Director, Development Finance








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LOCATION MAP

Subject Site: **Andover Trails**
 Applicant: **Sifton Properties Limited**
 File Number: **39T-07510**
 Planner: **Terrance Grawey**
 Created By: **Frank Gerrits**
 Date: **2012-11-14**
 Scale: **1:5000**

LEGEND

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





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Schedule D – Special Provisions

28. PART II – SPECIAL PROVISIONS

The Owner shall make all payments, carry out and perform all the works and satisfy all the provisions hereafter 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 \$110,000 (excluding storm inlets to the SWM facility) ;
- (ii) for the construction of left turn and right turn channelization's on Wharncliffe Road South at Morgan Avenue, the estimated cost of which is \$129,000; and
- (iii) for the construction of pavement widening on Morgan Avenue at Wharncliffe Road South and on Morgan Avenue south of the future Bradley Avenue West 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 \$24,000. 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.

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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- (b) 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 Parks Planning and the Director – Development Finance and the payment will be made pursuant to any policy established by Council to govern the administration of the said Capital Works Budget.

The anticipated reimbursements from the Budget are:

- For the cost of a pathway in Park Block 8 in this Plan, the estimated cost of which is \$6,000, 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.

- (c) 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.

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.

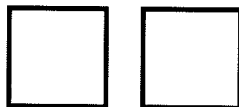
- (d) The Owner shall grade the portions of Blocks 5 and 6 in this Plan, which have a common property line with Wharncliffe Road South, to blend with Wharncliffe Road South when it is reconstructed in future, in accordance with the City Standard "Subdivision Grading Along Arterial Roads" and at no cost to the City.

The Owner shall direct its professional engineer to establish and have accepted by the City the grades to be taken as the future centreline grades of Wharncliffe Road South when it is reconstructed in future. 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.

- (e) The Owner shall grade the portions of Blocks 1, 2 and 4 in this Plan, which have a common property line with Bradley Avenue West, to blend with Bradley Avenue West when it is reconstructed in future, in accordance with the City Standard "Subdivision Grading Along Arterial Roads", all to the satisfaction of the City, and at no cost to the City.

The Owner shall direct its professional engineer to establish and have accepted by the City the grades to be taken as the future centreline grades of Bradley Avenue West when it is reconstructed in future. From these, the Owner's Professional Engineer shall determine the elevations along the common property line which will blend with the reconstructed road. These elevations shall be shown on the subdivision Lot Grading Plan submitted for acceptance by the City.

- (f) The Owner shall adhere to the geotechnical engineer's recommendation under the full time supervision of a geotechnical engineer with respect to the placement of engineered fill and the construction of utilities, roadways, driveways and buildings on areas within this Plan as identified by the geotechnical engineer (the "Affected Lands") to ensure the satisfactory construction thereof. The Owner shall provide a geotechnical engineer's certification to the City upon completion of the removal and/or filling that the works were carried out in accordance with the geotechnical engineer's recommendations.

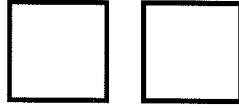


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Prior to the issuance of a Certificate of Conditional Approval, the Owner shall identify to the City the Blocks within the Affected Lands and shall ensure that the specific requirements have been established by a geotechnical engineer for each Block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

The Owner shall register against the title of each Block within the Affected Lands, and shall include in the agreement of purchase and sale and in the transfer or deed of each Lot and Block with the Affected Lands, a covenant by the purchase or transferee stating that the purchaser or transferee of the 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.

- (g) In the event that the Owner undertakes relotting, the Owner shall relocate all utilities, municipal services and private services as are necessary for the relotted blocks in this Plan to the specifications of the City and at the Owner's entire expense. The City may require additional inspections by the Owner's professional engineer and the City of London of relocated utilities, municipal services and private services, including video inspections and ball tests of sewers, as a result of the relotting of blocks in this Plan prior to the issuance of a Certificate of Conditional Approval for works serving the relotted blocks. Should the amount of security held by the City at the time the blocks in this Plan are to be relotted be insufficient to cover the cost of relocation of utilities, municipal services, private services and associated works for the said relotting, then prior to the issuance of the Certificate of Conditional Approval for works serving the said relotting, the Owner shall deposit an additional amount of security with the City for the said works as determined by the City in accordance with the City's security requirements.
- (h) The Owner shall not disturb the existing temporary turning circle and barricades on Morgan Avenue at the south limits of Plan 33M-602 and shall not connect Morgan Avenue in this Plan to Morgan Avenue in Plan 33M-602 until the following have been completed to the satisfaction of the City:
- i) construct the turn lane channelization on Wharncliffe Road South at Morgan Avenue; and
 - ii) construct Morgan Avenue to a minimum of base asphalt
- (i) The Owner shall remove the temporary turning circle on Morgan Avenue and adjacent lands, in Plan 33M-602 to the north of this Plan, and complete the construction of Morgan Avenue in this location as a fully serviced road, including restoration of adjacent lands, to the specifications of the City Engineer.
- If funds have been provided to the City by the developer of Plan 33M-602 for the removal of the temporary turning circle and the construction of this section of Morgan Avenue and all associated works, the City shall reimburse the Owner for the substantiated cost of completing these works, up to a maximum value that the City has received for this work.
- In the event that Morgan Avenue in Plan 33M-602 is constructed as a fully serviced road by the developer of Plan 33M-602, then the Owner shall be relieved of this obligation.
- (j) The Owner shall construct a temporary fully serviced road connection between Morgan Avenue in this Plan and Morgan Avenue in Plan 33M-602 across the Bradley Avenue West right-of-way, all to the satisfaction of the City and at no cost to the City.



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- (k) 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 Wharncliffe Road South via Morgan Avenue, or as otherwise approved by the City.
- (l) The Owner shall construct or install all of the following required works to the specifications of the City and in accordance with the plans accepted by the City:
- (i) a fully serviced road connection where Morgan Avenue in this Plan joins with Morgan Avenue in Plan 33M-602, including all underground services, temporary services and related works;
 - (ii) a fully serviced road connection where Morgan Avenue in this Plan joins with Wharncliffe Road South, including all underground services and related works; and
 - (iii) channelization / auxiliary turn lanes on Wharncliffe Road South at Morgan Avenue.

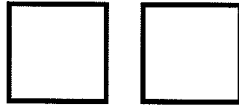
The Owner shall complete all work on the said street(s) in accordance with current City standards, procedures and policies, and restore the road(s), and ensure that adequate precautions are taken to maintain vehicular and pedestrian traffic and existing water and sewer services at all times during construction, except as approved otherwise by the City. The Owner shall provide full-time supervision by its professional engineer for all works to be constructed on Wharncliffe Road South and Morgan Avenue in accordance with current City policies. Upon completion of these works, a Certificate of Completion of Works is to be supplied to the City, pursuant to the General Provisions and **Schedule 'G'** of this Agreement.

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

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 advisory signs at all street entrances to this Plan for the purpose of informing the public of the traffic calming measures implemented within the area of this Plan.



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- (n) The Owner shall construct and connect the watermains to service this subdivision from the existing 250mm diameter high level watermain on Morgan Avenue at the south limit of Plan 33M-602 and from the existing 400mm diameter low level watermain on Wharncliffe Road South at Morgan Avenue to service this Plan, all in accordance of the approved Water Servicing Report and to the satisfaction of the City Engineer at no cost to the City.

In conjunction with the installation of the above watermains, the Owner shall remove the existing valve chamber on Morgan Avenue at the south limit of Plan 33M-602 and install a new valve chamber on Morgan Avenue north of Wharncliffe Road South at to the satisfaction of the City Engineer and at no cost to the City.

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

- (p) The Owner shall register against the title of Blocks 5 and 6, inclusive, in this Plan, and shall include in the agreement of purchase and sale for the transfer of each of the Blocks, a covenant by the purchaser or transferee stating that the purchaser or transferee of the Blocks may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City.

- (q) Sewage treatment capacity at the Greenway Pollution Control Plant is available for this Plan as of December 31, 2012 and will be reserved by the City for this Plan provided this Plan and this Agreement are registered before December 31, 2013.

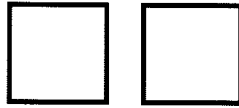
In the event that this Plan and this Agreement are not registered before December 31, 2013, then the reserved treatment capacity in the Plant may be forfeited in the absolute discretion of the City Engineer and in the event of such forfeiture, the Owner shall apply to the City to have sewage treatment capacity allocated to this Plan, if such capacity is available at that time.

The Owner acknowledges that sewage treatment capacity at the Greenway Pollution Control Plant must be allocated for this Plan prior to the issuance of Certificate of Conditional Approval for this Plan.

- (r) The Owner shall construct and connect 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 675 mm diameter sanitary sewer located in Block 88 in Plan 33M-602 and within this Plan. The sanitary sewers required in conjunction with this Plan shall be sized to accommodate all upstream lands to the specifications of the City and at no cost to the City unless otherwise specified herein.

- (s) 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:

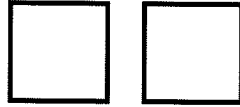
- (i) Installation of a plug in the sanitary sewer system (for this draft plan) at the downstream end of the sanitary sewer. The plug can be removed upon the submission and acceptance of sanitary inspection video. This plug may only be removed by the City of London inspectors or operations. The Owner 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;



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The Owner shall provide a storm outlet for Block 6 in this Plan to the Pincombe Drain to the satisfaction of the City Engineer and to the Upper Thames River Conservation Authority.

- (y) The Owner shall have 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.
- (z) 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 City. The Owner shall correct any deficiencies of the erosion and sediment control measures forthwith, and at no cost to the City.
- (aa) 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 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.
- (bb) The Owner shall ensure the post-development discharge flow from the subject site must not exceed the capacity of the stormwater conveyance system. In an event, where the above condition cannot be met, the Owner agrees to provide SWM on-site controls that comply to the accepted Design Requirement for Permanent Private Stormwater Systems. Further, the Owner shall register against the title of Blocks 5 and 6, of this Plan and shall include in the agreement of purchase and sale for the transfer of Blocks 5 and 6 a requirement for the owners of these Blocks to provide private permanent on-site stormwater management (SWM) measures on those lands for any portion of those lands not served or fully served by the temporary and permanent Temporary SWM Facility No.2 (within Block 88 of Plan 33M-602), when those lands are developed, all to the satisfaction of the City and at no cost to the City.
- (cc) The Owner shall have a consulting professional engineer supervise the construction of the proposed storm/drainage and SWM servicing works for the subject lands (including the modification to the Temporary and Permanent Pincombe Drain SWM Facility No. 2, (within Block 88 of Plan 33M-602), for the storm inlets to service this Plan) all to the satisfaction of the City, and according to the requirements of the following:
 - i) The City's SWM criteria and environmental targets for the Dingman Creek Subwatershed Study Update (Delcan Corp, April 2005);
 - ii) The accepted Pincombe Drain Municipal Class EA for storm/drainage and SWM servicing and remediation works;
 - iii) The approved Functional Design for the Storm/Drainage and SWM servicing works for the subject lands;
 - iv) The functional stormwater report/plan for the works, as revised, satisfactory to the City Engineer and the approved Functional Design for the Storm/Drainage Servicing and the Temporary Pincombe Drain SWM Facility #2 for a portion of the subject lands;
 - v) The City's Waste Discharge and Drainage By-Laws, lot grading standards, policies, requirements and practices;
 - vi) The City of London Environmental and Engineering Services Department Design Specifications and Requirements as revised;
 - vii) The Ministry of the Environment SWM Practices Planning and Design Manual (2003); and



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- viii) Applicable Acts, Policies, Guidelines, Standards and Requirements of all required approval agencies.
- (dd) Prior to the issuance a Certificate of Conditional Approval, the Owner shall construct and make operational, or as otherwise approved by the City, all storm/drainage and SWM related works to serve and blocks in this Plan including major and minor storm flow routes for the subject land and entire catchment area(s) in accordance with the approved design criteria and drawings, all to the satisfaction of the City.
- (ee) The Owner shall register against the title of Blocks 1 and 2, of this Plan and shall include in the agreement of purchase and sale for the transfer of Blocks 1 and 2 in this Plan to require the owner of Block 1 to provide a private storm serving and easements over Block 1 from Morgan Avenue to service Block 2 to the City's satisfaction and at no cost to the City.
- (ff) Prior to the issuance of any Certification of Conditional Approval for this subdivision, all relevant storm/drainage and SWM servicing works for the subject lands must be completed and operational, all to the specifications and satisfaction of the City. Additionally, prior to the issuance of any Certificate of Conditional Approval for the portion of this subdivision within the Pincombe Drain catchment area, the capital works for remediation of the Pincombe Drain will have been commenced to the satisfaction of the City.
- (gg) Prior to the completion of the Pincombe Drain Municipal Class EA study and completion of the proposed permanent Temporary SWM Facility # 2 (within Block 88 of Plan 33M-602), the Owner shall discharge the storm flows from this subdivision with the exception of Block 6 in this Plan to the Temporary Pincombe Drain SWMF # 2, all to the specifications and satisfaction of the City.
- (hh) Prior to the issuance of any Certification of Conditional Approval for this subdivision, 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.
- (ii) Further to Condition (27)(n) of this Agreement, the Owner shall have a qualified consultant carry out a hydrogeological investigation to determine the effects of the construction associated with the subdivision existing ground water elevations and assess the impact on the water balance of the subject plan, identifying all required mitigation measures to the satisfaction of the City Engineer. The Owner shall implement all required water balance mitigation measures recommended by the hydrogeological consultant in conjunction with the servicing and development of this subdivision to the satisfaction of the City Engineer.
- (jj) Prior to assumption, the Owner shall operate, monitor and maintain the stormwater drainage/management works. The Owner shall ensure that any removal and disposal of sediment is to an approved site satisfactory to the City.
- (kk) The Owner shall construct a gateway treatment on Morgan Avenue north of Wharncliffe Road South and on Morgan Avenue south of the future Bradley Avenue West, to the specifications of the City and no cost to the City.
- (ll) Prior to the issuance of a Certificate of Conditional Approval, the Owner shall provide adequate temporary measures, if necessary, such as easements, catchbasins, grading, erosion and sediment control measures, etc. to address any grading or drainage issues that may arise along the boundary of this Plan as required by and to the satisfaction of the City.
- (mm) The Owner shall coordinate the work associated with this Plan of Subdivision with the City's proposed construction of a sidewalk and street lights on Wharncliffe Road South adjacent to this Plan. In addition, the Owner shall dedicate temporary



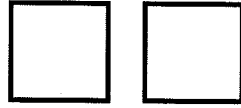
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easements along the south boundary of this Plan that may be required within this Plan by the City in order for the City to complete the said works on Wharncliffe Road South.

- (nn) The Owner shall grade, drain and seed the proposed Bradley Avenue West right-of-way in this Plan, to the satisfaction of the City and at no cost to the City.
- (oo) The Owner shall establish any joint access locations and establish any necessary easements required for Block 5 in conjunction with Block 84 Plan 33M-641 and 1467 Wharncliffe Road South as well as Block 6 within this Plan to minimize the number of access locations on Wharncliffe Road South and on Morgan Avenue in accordance with the accepted Access Management Plan by the City, to the satisfaction of the City, at the Owner's cost.

The Owner shall register against the title of Blocks 5 and 6, of this Plan and shall include in the agreement of purchase and sale for the transfer of Blocks 5 and 6, advising the future owners of these blocks that the owners shall access their sites in accordance with the Access Management Plan, and private easements may be necessary between Blocks 5 and 6 and Block 84 Plan 33M-641 and 1467 Wharncliffe Road South for joint access in order to implement the accepted Access Management Plan by the City.
- (pp) Notwithstanding the Clauses in the General Provisions, the Owner is not responsible for the construction of a fully-serviced road for Bradley Avenue West.
- (qq) The Owner shall make all necessary arrangements for the construction of works required for the servicing of this Plan with the un-assumed works associated with Plan 333M-602 to the satisfaction of the City and at no cost to the City.
- (rr) Within one (1) year of registration of this Plan, the Owner shall have his landscape consultant (OLA) design and oversee the construction of the 3 metre wide Pincombe Drain Recreational Pathway located between the Stormwater Management Block 88, 33M-602 and Block 3 of the subject plan, all to the satisfaction of the City and at no cost to the City.
- (ss) Within one (1) year of registration of this Plan or otherwise approved by the Manager of Development Services, the Owner shall grade, service and seed Blocks 7 and 8, as red-lined amended, pursuant to current City Park development standards, to the satisfaction of the Manager of Development, all at no cost to the City.
- (tt) Within one (1) year of registration of this Plan or otherwise approved by the Manager of Development Services, the Owner shall install a 1.5 metre chain link fence, without gates, along the property limit interface of all private Lots and Blocks adjacent to the park and open space Blocks, in accordance with City Standard S.P.O. 4.8, all at no cost to the City, all to the satisfaction of the City, and at no cost to the City. Any other fencing arrangements shall be to the satisfaction of the Manager of Development Services.
- (uu) The Owner shall not grade into any park or open space area. Where Lots and Blocks abut lands zoned as open space, all grading of the developing Lots and Blocks at the interface with the park or open space areas are to match grades to maintain existing slopes, topography and vegetation. In instances where this is not practical or desirable, any grading into the park or open space zones shall be to the satisfaction of the Manager of Development Services.
- (vv) The parkland dedication requirement for the residential lands (Blocks 1, 2, 3 & 4) shall be calculated on the basis of 1 hectare of parkland per 300 residential dwelling units. For the purposes of calculating parkland, the maximum density of the approved zone shall be used.

At the time of registration of this Plan, the Owner will be required to provide cash-in-lieu payment to the City for the phase of the plan that includes the residential blocks, based on rates in effect at the time of registration. Alternatively, the Owner, through an agreement with the City, could provide all or a portion of the outstanding parkland



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dedication in the form of cash-in-lieu to the city at the time of initial building permit for each block, consistent with the practices of By-law CP-9. If the owner selects the latter, the owner will be required to provide written notice to any future owners of these lands to their parkland dedication obligation.



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SCHEDULE 'C'

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

SPECIAL WORKS AND SERVICES**Roadways**

- Morgan Avenue shall have a minimum road pavement width (excluding gutters) of 9.5 metres (31.2') with a minimum road allowance of 21.5 metres (70').

- Morgan Avenue, from Wharnccliffe Road South to a minimum of 45 metres of north of Wharnccliffe Road South shall have a minimum road pavement width (excluding gutters) of 16.0 metres with a minimum road allowance of 28.0 metres. The widened road on Morgan Avenue shall be equally aligned from the centreline of the road and tapered back to the 9.5 metre road pavement width (excluding gutters) and 21.5 metre road allowance for this street, with a minimum of 30 metre tapers on both street lines.

- Morgan Avenue, from the Bradley Avenue West right-of-way to a minimum of 45 metres south of the Bradley Avenue West right-of-way shall have a minimum road pavement width (excluding gutters) of 16.0 metres with a minimum road allowance of 28.0 metres. The widened road on Morgan Avenue shall be equally aligned from the centreline of the road and tapered back to the 9.5 metre road pavement width (excluding gutters) and 21.5 metre road allowance for this street, with a minimum of 30 metre tapers on both street lines.

Sidewalks

A 1.5 metre (5 foot) sidewalk shall be constructed on both sides of Morgan Avenue.

Pedestrian Walkways

No pedestrian walkways are required in this Plan shall.



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SCHEDULE 'D'

This is Schedule 'D' to the Subdivision Agreement dated this _____ day of _____, 20__, between the Corporation of the City of London and Sifton Properties Limited to which it is attached and forms a part.

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

LANDS TO BE CONVEYED TO THE CITY OF LONDON:

0.3 metre (one foot) reserves:	Blocks 10, 11, 12, 13, 14, and 15
Road Widening (Dedicated on the face of the plan):	
Walkways:	Block 9
5% Parkland Dedication:	Cash-in-lieu for Blocks 1, 2, 3 & 4 as per Clause 28(www) of this Agreement Blocks 7 & 8 Note: Blocks 7 & 8 fulfills the 2% commercial requirement for Blocks 5 & 6
Dedication of land for Parks in excess of 5%:	Nil
Stormwater Management:	Nil
LANDS TO BE SET ASIDE FOR SCHOOL SITE:	
School Site:	Nil
LANDS TO BE HELD IN TRUST BY THE CITY:	
Temporary access to lands north of this Plan:	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 _____ 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:	\$ 308,932.00
BOND PORTION:	<u>\$ 1,743,054.00</u>
TOTAL	\$ 2,051,986.00

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

CASH PORTION:	\$ 308,932.00
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:

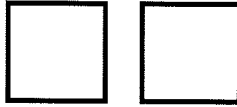
CASH PORTION:	Nil
BOND PORTION:	\$ 1,743,054.00

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

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 Sifton Properties limited, to which it is attached and forms a part.

Multi-Purpose Easements

A temporary multi-purpose easement for services along the south boundary of this Plan that may be required within this Plan by the City in order for the City for complete sidewalk and street light works on Wharncliffe Road South adjacent to this Plan, as deemed necessary by the City, in accordance with Clause 28(II)