



File Number: 39T-05510
F.Gerrits

TO:	CHAIR AND MEMBERS BUILT AND NATURAL ENVIRONMENT COMMITTEE MEETING ON NOVEMBER 28, 2011
FROM:	D.N. STANLAKE DIRECTOR, DEVELOPMENT PLANNING AND DAVID AILLES MANAGING DIRECTOR DEVELOPMENT APPROVALS BUSINESS UNIT
SUBJECT	SPECIAL PROVISIONS 2047790 ONTARIO INC. (Z-GROUP) POWELL SUBDIVISION – PHASE 2 530 SUNNINGDALE ROAD EAST

RECOMMENDATION

That, on the recommendation of the Director of Development Planning and the Managing Director, Development Approvals Business Unit, Planning and Development, the following actions be taken with respect to entering into a subdivision agreement between The Corporation of the City of London and 2047790 Ontario Inc. for the subdivisions of land South Half of Lot 14, Concession 6 (geographic Township of London) City of London, County of Middlesex, municipally referred to as 530 Sunningdale Road East;

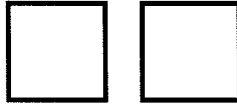
- (a) the attached Special Provisions to be contained in a Subdivision Agreement between The Corporation of the City of London and 2047790 Ontario Inc. for the Powell Subdivision, (39T-05510) **BE APPROVED**;
- (b) the financing for this project **BE APPROVED** as set out in the Source of Financing Report attached hereto as Schedule "A";
- (c) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions; and
- (d) the applicant **BE ADVISED** of the following Revenues and Claims:

BACKGROUND

This application for Draft Plan of Subdivision Approval was accepted on May 25, 2005 and a Public Meeting was held on June 14, 2006. Draft approval of a plan consisting of 22 single detached dwelling blocks, 3 medium density residential blocks, 1 possible school block, 1 stormwater management block, 5 open space blocks (wetland and woodlands), 1 park block and 3 walkway blocks all served by two new secondary collector roads and five new local streets was granted on July 13, 2006. There were no appeals to the Decision of the Approval Authority.

On April 3, 2008, the Approval Authority granted minor revisions to the Draft Approved plan. The revisions consisted of reconfiguring local streets and reorienting some single detached dwelling blocks. There was no change to the wetland block or the stormwater management block to its immediate east. Notice of Decision of the revisions to draft approval was also given and there were no appeals.

In the fall of 2008 the applicant undertook erosion control works in the Powell Drain. These works, located outside the draft plan of subdivision, allowed some development within the Stoney Creek



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drainage area to proceed. Full development of the remainder of the lands within the Stoney Creek drainage area are reliant upon completion of the Stoney Creek Erosion Control (Wetland) Facility, is presently under construction.

In May 2009, the applicant submitted a request for a three year extension. In order to fully consider this request, the Approval Authority granted a six (6) month extension to the draft approved plan. The Planning Committee considered the request on December 7, 2009. Subsequently Council requested the Approval Authority to approve a 3 year extension subject to revised conditions. Council also advised the applicant that a further extension will not be supported by Council if the applicant has not registered at least a portion of the subject draft plan by January 13, 2013.

On July 25, 2011, Council approved the purchase of the Stormwater Management Block and Open Space (wetland) Block for the construction of the Uplands North SWM Facility B2. The condition was that the Owner would dedicated lands to the City for the construction of SWM Facility, in exchange for payment at an estimated cost of which is \$524,413.34 Dollars (CDN), including any eligible costs in accordance with the rules of the CSRF. This transfer of lands was finalized on September 30, 2011. Construction of SWM facility B2, by the City of London, has commenced and is expected to be completed early next year.

This subdivision is the first residential phase of the draft approved plan to be registered and it consists of 92 single family detached Lots, one (1) multi-family medium density block, and one (1) open space block all served by one secondary collector road access to Sunningdale Road East and 4 new local roads. The agreement requires temporary works at the intersection of Sunningdale Road East and Canvas Way. Permanent works at this intersection are not possible at this time because of elevation changes planned for Sunningdale Road East. The ultimate intersection configuration and elevation is pending the City's reconstruction of Sunningdale Road East between Adelaide Street North and Richmond Street currently scheduled for 2024. The applicant has provided security for the reconstruction of Canvas Way, between Kleinburg Drive and Sunningdale Road East, to cover costs associated with the reconstructed of the entrance in conjunction with the Sunningdale Road East reconstruction project.

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

The Development Approvals Business Unit has reviewed these special provisions with the Owner who is in agreement with them.

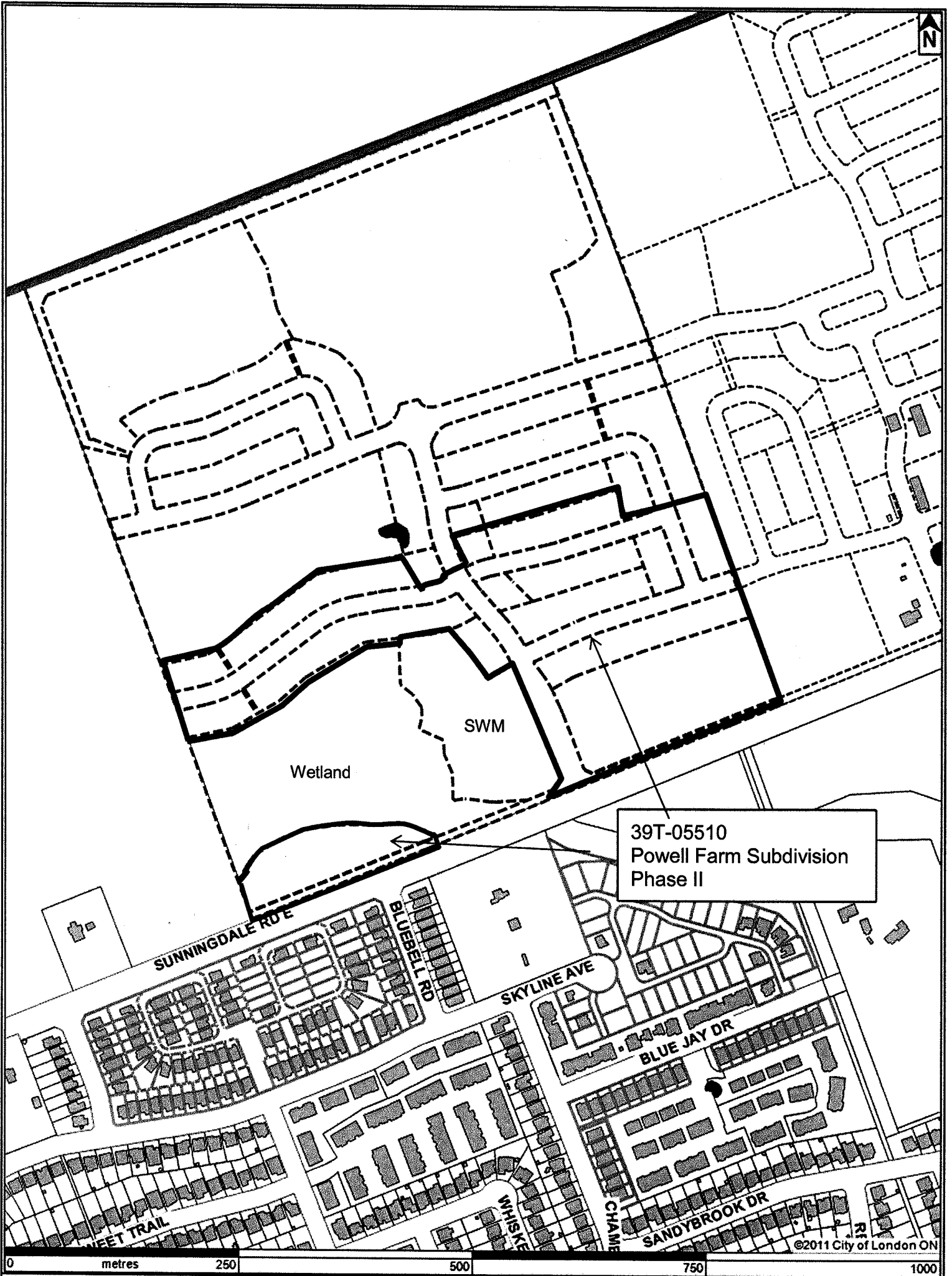
A copy of the location plan is attached for the information of the Committee.



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

DA/fg
Attach.
November 16, 2011








39T-05510
Powell Farm Subdivision
Phase II

LOCATION MAP

Subject Site: Powell Farm Phase II
 Applicant: 2047790 Ontario Inc.
 File Number: 39T-05510
 Planner: Frank Gerrits
 Created By: Jeffery Leunissen
 Date: 2011-11-17
 Scale: 1:5000

LEGEND

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



Chair and Members
Built and Natural Environment Committee

November 18, 2011
(Approve Special Provisions)

RE: Special Provisions - Construction of Pathway
Capital Project PD2043-11 - 2011 New Major Open Space
Powell Subdivision, Phase 2 - 2047790 Ontario Inc. (Z-Group)
530 Sunningdale Road East

FINANCE DEPARTMENT REPORT ON THE SOURCES OF FINANCING:

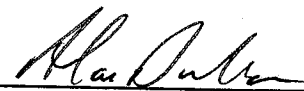
Finance Department confirms that the cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Director of Development Planning and the Managing Director, Development Approvals Business Unit,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

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Engineering	\$60,000		\$60,000
Construction	530,000	37,036	492,964
NET ESTIMATED EXPENDITURES	<u>\$590,000</u>	<u>\$37,036</u>	<u>\$552,964</u>
<u>SOURCE OF FINANCING:</u>			
Capital Levy	\$165,700	\$22,156	\$143,544
Drawdown from City Services-Parks & Rec Component (Development Charges)	424,300	14,880	409,420
TOTAL FINANCING	<u>\$590,000</u>	<u>\$37,036</u>	<u>\$552,964</u>

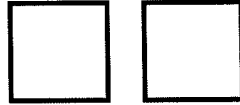
Notes:

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

EH



Alan Dunbar
Manager of Financial Planning & Policy



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28. PART II – SPECIAL PROVISIONS

The Owner shall make all payments, carry out and perform all the works and satisfy all the provisions hereinafter set out in these Special Provisions.

- (a) Prior to assumption of this subdivision in whole or in part by the City, and as a condition of such assumption, the Owner shall pay to the City Treasurer the following amounts as set out or as calculated by the City Engineer, or portions thereof as the City Engineer may from time to time determine:
- (i) For the removal of the temporary turning circle on Eclipse Walk and any associated works inside this Plan and any associated works, an amount of \$20,000.
- (b) The Owner shall undertake the work at the Owner's entire expense as a capital cost incurred on behalf of the City and as authorized by the City subject to a claim under this section.

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

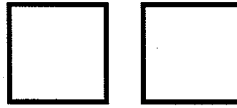
The City may plead this Agreement as an estoppel against any application or action whatsoever to challenge the validity of this Agreement, the Development Charges By-law or the Fund. In addition, the Owner agrees that in the event that the Fund does not have sufficient funds to pay the Owner's claim 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 sanitary sewers in conjunction with this Plan, at an estimated claim valued at \$415,190, and
- (ii) traffic signals at the intersection of Sunningdale Road East and Canvas Way when deemed warranted by the City, in the estimated amount of \$150,000.

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 sewer works described in condition 28(b)(i) above shall be subject to the following:

- (1) If the actual total claim for the said 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(b)(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.

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.

- (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.

CLAIMS AGAINST THE CAPITAL WORKS BUDGET

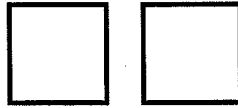
- (d) If the Owner alleges an entitlement to any reimbursement or payment from the City's Capital Works Budget as a result of the terms hereof, the Owner may, upon approval of this Agreement, make application to the Director – Development Finance for payment of the sum alleged to be owing, and as confirmed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

The anticipated reimbursements from the Budget are:

- For the cost of construction of a pathway within this Plan, the estimated cost of which is \$37,036, limited to this maximum amount.

The Owner shall convey Block 103 of this Plan to the City, for the purpose of a pedestrian pathway. The pedestrian pathway shall be constructed by the Owner in accordance with City standards, to the satisfaction of the Director, Development Planning and the City Engineer.

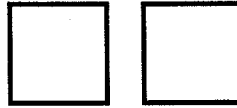
- (e) Upon approval of an application for a claim to the City's Capital Works Budget, the City shall pay the approved claim in full to the Owner in accordance with the then in force policies established thereunder.



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- (f) In the event that the Owner undertakes relotting, the Owner shall relocate all utilities, municipal services and private services as are necessary for the relotted blocks in this Plan to the specifications of the City Engineer and at the Owner's entire expense. The City Engineer may require additional inspections by the Owner's professional engineer and the City of London of relocated utilities, municipal services and private services, including video inspections and ball tests of sewers, as a result of the relotting of blocks in this Plan prior to the issuance of a Certificate of Conditional Approval for works serving the relotted blocks. Should the amount of security held by the City at the time the blocks in this Plan are to be relotted be insufficient to cover the cost of relocation of utilities, municipal services, private services and associated works for the said relotting, then prior to the issuance of the Certificate of Conditional Approval for works serving the said relotting, the Owner shall deposit an additional amount of security with the City for the said works as determined by the City Engineer in accordance with the City's security requirements.
- (g) The Owner shall grade the portions of Block 104 which has a common property line with Sunningdale Road East, to blend with Sunningdale Road East when it is reconstructed, in accordance with the City Standard "Subdivision Grading Along Arterial Roads" and at no cost to the City.
- The Owner shall direct its professional engineer to establish and have accepted by the City Engineer the grades to be taken as the future centreline grades of Sunningdale Road East when it is reconstructed. From these, the Owner's Professional Engineer shall determine the elevations along the common property line which will blend with the reconstructed road. These elevations shall be shown on the subdivision Lot Grading Plan submitted for acceptance by the City Engineer.
- (h) The Owner shall adhere to the geotechnical engineer's recommendation under the full time supervision of a geotechnical engineer with respect to the placement of engineering fill and the construction of utilities, roadways, driveways and buildings on areas within this Plan as identified by the geotechnical engineer (the "Affected Lands") to ensure the satisfactory construction thereof. The Owner shall provide a geotechnical engineer's certification to the City upon completion of the removal and/or filling that the works were carried out in accordance with the geotechnical engineer's recommendations.
- Prior to the issuance of a Certificate of Conditional Approval, the Owner shall identify to the City the Lots and Blocks within the Affected Lands and shall ensure that the specific requirements have been established by a geotechnical engineer for each Lot and Block within the Affected Lands in order to protect the proposed buildings on the said Lots and Blocks from settlement and other harmful effects.
- The Owner shall register against the title of each Lot and Block within the Affected Lands, and shall include in the agreement of purchase and sale and in the transfer or deed of each Lot and Block with the Affected Lands, a covenant by the purchase or transferee stating that the purchaser or transferee of the Lot or Block within the Affected Lands must adhere to the recommendations of the geotechnical engineer, and shall deliver a certificate of a geotechnical engineer to the City's Director of Building Control upon completion of the foundation on the Lot or Block within the Affected Lands that the building construction was completed in accordance with the Owner's geotechnical engineer's recommendations.
- (i) The Owner shall construct a temporary turning circle and barricade at the west limit of Eclipse Walk, to the satisfaction of the City Engineer and at no cost to the City.

If the Owner requests the City to assume Eclipse Walk, all as shown on this Plan of Subdivision, prior to its extension to the west, the Owner shall pay to the City at the time of the assumption of this subdivision the amount then estimated by the City, to be the cost of removing the temporary turning circle at the west limit of Eclipse Walk and completing the curb and gutter, asphalt pavement, Granular 'A', Granular 'B', sodding of the boulevard, 1.5metre (5foot) concrete sidewalk on the both sides and the installation of a street light, all to the standards and specifications of the City.



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The current estimated cost for releasing easements and/or transferring blocks, and doing the above-noted work on this street is \$20,000 for which amount sufficient security is to be provided in accordance with 28(a). The Owner shall provide the cash to the City at the request of the City prior to assumption of the subdivision if needed by the City.

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

- (j) Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct a temporary access road between Kleinburg Drive and Sunningdale Road East at the east limit of the plan to provide a secondary access, to the standards and specifications of the City, at no cost to the City.

The Owner shall provide an appropriate easement for the temporary access road over Block 104 and Lot 15, in accordance with City policy. When the temporary access road is removed, the City will quit claim the easements which were used for temporary access road purposes which are no longer required at no cost to the City.

The Owner shall supply security to the City to cover the cost of construction and removal of this temporary access road and associated works in accordance with the City's Subdivision Security Policy.

The Owner shall maintain the temporary access road until the temporary access road is no longer required, at no cost to the City. Once the temporary access road is no longer required, the Owner shall remove the temporary access road, to the satisfaction of and at no cost to the City.

- (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 Sunningdale Road East at Canvas Way.

- (l) The Owner shall construct or install all of the following required works, including all associated works, to the specifications of the City and in accordance with the plans accepted by the City:

- (i) street lights at the intersection of Sunningdale Road East and Canvas Way, at no cost to the City;
- (ii) a fully serviced road connection where Canvas Way in this Plan joins with Sunningdale Road East, including all underground services and related works;
- (iii) temporary left auxiliary turn lanes on Sunningdale Road East at Canvas Way, at no cost to the City;
- (iv) high level watermain on Sunningdale Road East – along the frontage of plan, from the existing 300 mm watermain approximately 40 metres east of Bluebell Drive to 230 meters west of Blackwater Road;
- (v) temporary watermain crossing Sunningdale Road East for watermain looping from the south limit of the this Plan at the east limit of Block 104 for a temporary connection for this Plan, at no cost to the City;
- (vi) sanitary trunk sewer crossing Sunningdale Road East from Canvas Way to the south limit of the Sunningdale Road East right-of-way; and
- (vii) temporary secondary access entrance on Sunningdale Road East, at no cost to the City.

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 Sunningdale Road East in accordance with current City policies. Upon completion of



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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 Engineer 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 Planning, Environmental & Engineering Services prior to commencing any construction on City land or right-of-way.

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

(m) 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".

(n) The Owner shall incorporate the approved traffic calming measures into the portions of the road network within this Plan.

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 this Plan.

(o) 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 300 mm (12 inch) diameter high pressure water main on Sunningdale Road East, east of Bluebell Road, to the standards and specifications of the City and the 300 mm (12 inch) diameter high pressure water main on Sunningdale Road East, approximately 230 metres west of Blackwater Road, via an extension to the watermain on Sunningdale Road East, to the standards and specifications of the City.

(p) The Owner shall extend the existing 300 mm (12 inch) high pressure watermain on Sunningdale Road East from its current termination east of Bluebell Road and connect to the existing 300 mm (12 inch) on Sunningdale Road East, approximately 230 metres west of Blackwater Road, all to the satisfaction of the City, and at no cost to the City.

(q) Prior to the issuance of any Certificates of Conditional Approval, the Owner shall construct a temporary watermain between Kleinburg Drive and Sunningdale Road East, adjacent to the east boundary of the Plan over Blocks 104 and Lot 15, to provide temporary watermain looping for this Plan, and provide adequate easements to the City, complete with an isolating splitter valve between the two sources of water supply on Sunningdale Road East, to the specifications of the City, and at no cost to the City, and to the satisfaction of the City Engineer.

Once lands to the east or west develop and permanent watermain looping has been



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constructed and is operational across lands to the east or west, to the satisfaction of the City Engineer, the Owner shall decommission any temporary water connection and associated works, to the specifications of the City, and at no cost to the City. The water service for Lot 15 is to be installed at the time of decommissioning of the temporary water connection.

If the Owner requests the City to assume this subdivision prior to the permanent watermain looping being constructed and operational, the Owner shall pay to the City, at the time of the assumption of this subdivision by the City, the amount estimated by the City's Planning, Environmental & Engineering Services at the time, to be the cost of decommissioning the temporary water connection and associated works and completing any associated restoration works, all to the specifications of the City Engineer.

The current estimated cost, including legal fees for releasing easements and/or transferring blocks, and doing the above-noted work on is \$13,000 for which sufficient security is to be provided. The Owner shall provide the cash to the City, prior to assumption of the subdivision if needed by the City.

- (r) Prior to the issuance of a Certificate of Conditional Approval for Lot 15, the temporary watermain and secondary access road shall be removed.
- (s) The Owner shall provide easements over Block 104 and Lot 15 for the temporary watermain connection. Once the temporary watermain has been decommissioned and easements are no longer required, as determined by the City Engineer, the City will quit claim the easements which were used for watermain purposes, at no cost to the City.
- (t) Sewage treatment capacity at the Adelaide Pollution Control Plant is available for this Plan as of October, 2011 and will be reserved by the City for this Plan provided this Plan and this Agreement are registered before October, 2012.

In the event that this Plan and this Agreement are not registered before October, 2012, then the reserved treatment capacity in the Plant may be forfeited in the absolute discretion of the City Engineer and in the event of such forfeiture, the Owner shall apply to the City to have sewage treatment capacity allocated to this Plan, if such capacity is available at that time.

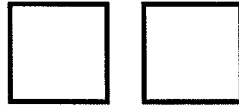
The Owner acknowledges that sewage treatment capacity at the Adelaide Pollution Control Plant must be allocated for this Plan prior to the Owner's application for building permits in this Plan.

- (u) 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 375 mm (15 inch) diameter sanitary sewer located within an easement, west of Blackwater Road on Block 66, Plan 33M-499 in the Uplands Subdivision.

The Owner shall construct a 375 mm (15 inch) outlet sanitary sewer, including a suitable maintenance access, from the existing 375 mm (15 inch) sanitary sewer west of Blackwater Road to Sunningdale Road East within the established easements identified by reference plans 33R-15033 and 33R-15815, to the standards and specifications of the City.

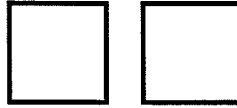
The sanitary sewers required in conjunction with this Plan shall be sized to accommodate all upstream lands to the specifications of the City and at no cost to the City unless otherwise specified herein.

- (v) The Owner shall ensure all adequate pipe clearances are attained and any required easements are provided. The sanitary routing shall not interfere with any required SWM Facilities or the Imperial Oil Pipeline.



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- (w) 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 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 inspectors or operations. The Owner shall be responsible for the maintenance and cleaning or emptying of the sanitary sewer as required. The sanitary sewer must be clean and dry before the plug will be removed;
 - (ii) Flow monitoring of the sanitary sewer may be required and a record of the flows provided to the City. If the flows are in excess of theoretical flows, the Owner shall be required to pay the City for the excess flow;
 - (iii) Installation of Parson manhole inserts (or approved alternative satisfactory to the City Engineer) in all sanitary maintenance holes, within this draft plan as well as in previously approved phases, at the time of installation of the maintenance hole. The Owner shall not remove the inserts until the sodding of the boulevards and placement of 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.
- (x) The Owner shall permit the City to undertake smoke testing or other testing of connections to the sanitary sewer to ensure that there are no connections which would permit inflow and infiltration into the sanitary sewer. Alternatively, the City may require the Owner to undertake smoke testing at his own cost for this purpose and provide a record of the results to the City. The City may require smoke testing to be undertaken until such time as the sewer is assumed by the City.
- (y) The Owner shall construct the storm sewers to service the Lots and Blocks in this Plan, which is located in the Stoney Creek subwatershed, and outlet them to the



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Powell Drain via the proposed Uplands North Stormwater Management Facility (SWMF) B2, being Part 4 of 33R-18069.

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.

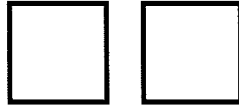
- (z) The Owner shall have his consulting professional engineer design and supervise construction of the storm/drainage servicing works, including any required temporary works, (SWM Facility not included), to the satisfaction of the City Engineer and according to the recommendations and requirements of the following:
- (i) The stormwater management (SWM) criteria and environmental targets for the Stoney Creek Subwatershed study;
 - (ii) The SWM Servicing Plan of the Uplands North Area Plan;
 - (iii) The accepted Functional Storm/Drainage Servicing Report for Uplands North subdivision (prepared by AECOM);
 - (iv) The City's Drainage By-law and lot grading standards, policies, requirements and practices;
 - (v) The Ministry of the Environment SWM Practices Planning and Design Manual (2003);
 - (vi) Applicable acts, policies, guidelines, standards and requirements of all relevant SWM agencies; and
 - (vii) Landscape plan to the satisfaction of the Manager of Parks Planning & Design and the City Engineer.
- (aa) Prior to issuance of any Certificate of Conditional Approval for the subject lands, the Owner shall have all relevant storm/drainage systems serving this Plan as well as the required SWMF, to be constructed by others, completed and operational in accordance with the approved design and accepted drawings, to the specifications and satisfaction of the City.
- (ab) The Owner shall co-ordinate the work associated with this Plan of Subdivision with the City's proposed construction of the Stormwater Management Facility (SWMF) on Part 1 of 33R-18069.
- (ac) The Owner shall register against the title of Lots incorporating rear yard catchbasins, which includes Lots 1, 5, 6, 10, 11, 16, 24, 25, 28, 29, 30, 48, 49, 52, 53, 54, 76, 77, 79, 80, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91 and 92 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. This protects 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.
- (ad) The Owner shall register against the title of Lots incorporating a storm sewer, which includes Lots 60, 61, 91 and 92 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



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and associated underside of footing (U.S.F.) elevations, by not constructing any structure within the setback areas, and not disturbing the storm sewer located in the setback areas. This protects the storm sewer 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.

- (ae) The Owner shall report any contamination encountered during construction or anything suspected as such, to the City Engineer, and, in this event, the Owner shall hire a geotechnical engineer to provide, in accordance with the Ministry of the Environment "Guidelines for Use at Contaminated Sites in Ontario", "**Schedule A – Record of Site Condition**", as amended, including "Affidavit of Consultant" which summarizes the site assessment and restoration activities carried out at a contaminated site. The City may require a copy of the report should there be City property adjacent to the contamination. Should the site be free of contamination, the geotechnical engineer shall provide certification to this effect to the City.
- (af) The Owner shall construct Canvas Way, between Kleinburg Drive and Sunningdale Road East, as a temporary fully serviced road, including gateway features, to the satisfaction of the City and at no cost to the City.
- (ag) At the time of registration of this Plan, the Owner shall provide cash-in-lieu payment to the City in the amount of \$170,000.00 CDN Dollars for the reconstruction of Canvas Way, between Kleinburg Drive and Sunningdale Road East, including gateway features and all removals and restoration associated works, services, utilities and grading, at such time as the gateway is reconstructed in conjunction with the Sunningdale Road East reconstruction project.
- (ah) The Owner shall construct, as a temporary measure, a left turn auxiliary lane on Sunningdale Road East at Canvas Way. The left turn lane shall be constructed to the existing profile of Sunningdale Road East, to the satisfaction of the City Engineer and all at no cost to the City.
- (ai) The Owner shall design Canvas Way at its intersection with Sunningdale Road East to accommodate the ultimate reconstruction of Sunningdale Road East, as approved by the City Engineer.
- (aj) At the time of registration of this Plan, the Owner shall provide a temporary working easement along Sunningdale Road East frontage of Block 104 of this Plan, in order to allow for the reconstruction of Sunningdale Road East which shall be released by the City when it is no longer needed, all to the satisfaction of the City and at no cost to the City.
- (ak) 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.
- (al) The Owner shall ensure no disturbance to the existing Imperial Oil pipeline along the entire frontage of this Plan on Sunningdale Road East and shall comply with all requirements of Imperial Oil with respect to construction in the vicinity of the pipeline.
- (am) Within one (1) year of registration of this Plan, the Owner shall grade, seed and asphalt Block 103, of this Plan, if required by the Director, Development Planning, to the satisfaction of the Director, Development Planning, and at no cost to the City, unless specified otherwise herein.
- (an) Within one (1) year of registration of this Plan, the Owner shall construct, in accordance with SPO 4.8, a 1.5m high black chain link fence with no gates along the rear lot lines of Lots 55-75, both inclusive, all to the satisfaction of the Director, Development Planning and at no cost the City. Any alternative fencing

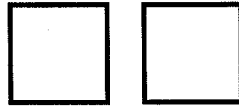


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arrangements shall be to the satisfaction of the Director, Development Planning.

- (ao) Within one (1) year of the registration of this Plan, the Owner shall construct a chain link fence, without gates, adjacent to the walkways, Blocks 101 and 102 of this Plan, in accordance with City standard no. SR-7.0, all to the satisfaction of the Director, Development Planning, all at no cost to the City.
- (ap) The Owner shall implement the recommendations of the Uplands North Plan of Subdivision Environmental Impact Study/Environmental Management Plan prepared by EarthTech March 2005 as revised by letter dated October 21, 2005 to the satisfaction of the Director, Development Planning, including, but not limited to such things as: silt fencing along construction areas adjacent to the wetland, daily monitoring of sediment trapping devices, stockpiling away from the natural area, revegetation/sodding of all surfaces susceptible to erosion immediately upon completion of construction activities, storage of excess silt fence, straw bales and rip-rap on site, and supervision of the construction activities by a qualified ecologist.
- (aq) The Owner shall prepare and deliver to the all homeowners adjacent to the open space Blocks, an education package which explains the stewardship of natural area, the value of existing tree cover, and the protection and utilization of the grading and drainage pattern on these Lots. The educational package shall be prepared to the satisfaction of Director, Development Planning, all at no cost to the City.
- (ar) The Owner shall not grade into any open space area. Where Lots or Blocks abut an open space area, all grading of the developing Lots or Blocks at the interface with the 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 open space shall be to the satisfaction of the Director, Development Planning and the City Engineer.
- (as) The following warning clause shall be registered on title and included in all Agreements of Purchase and Sale or Lease for all Lots and Blocks within this Plan:

"Purchasers/tenants are advised that Agricultural practices are carried out in close proximity and that noise, dust and odour associated with a nearby operational livestock or agricultural use may occasionally interfere with some activities of dwelling occupants."
- (at) Prior to the issuances of a Certificate of Conditional Approval for Block 105, of this Plan, the Owner shall submit Servicing Drawings, amend this Agreement and provide the necessary securities, all to the satisfaction of the City, and at no cost to the City.



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SCHEDULE 'C'

This is Schedule 'C' to the Subdivision Agreement dated _____ between The Corporation of the City of London and 2047790 ONTARIO INC., (Z-GROUP), to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Canvas Way 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').
- Eclipse Walk (west of Canvas Way), Kleinburg Drive and Jackpine Way shall have a minimum road pavement width (excluding gutters) of 8.0 metres (26.2') with a minimum road allowance of 20.0 metres (66').
- Eclipse Walk (east of Canvas Way) shall have a minimum road pavement width (excluding gutters) of 7.0 metres (23') with a minimum road allowance of 19 metres (62')
- Canvas Way, from Sunningdale Road East to 45 metres north of Sunningdale Road East shall have a minimum road pavement width (excluding gutters) of 11.0 metres (36.1') with a minimum road allowance of 28.0 metres (92') to accommodate the future gateway. The widened road on Canvas Way 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 30 metre tapers on both street lines.

Sidewalks

A 1.5 metre (5 foot) sidewalk shall be constructed on both sides of Canvas Way and Eclipse Walk (west of Canvas Way).

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

- (i) Jackpine Way – east boulevard
- (ii) Kleinburg Drive – north boulevard
- (iii) Eclipse Walk (east of Canvas Way) – north boulevard

Pedestrian Walkways

City of London standard 3.0m wide pedestrian walkways shall be constructed on Blocks 101 and 102 of this Plan.



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SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated2011, between The Corporation of the City of London and 2047790 ONTARIO INC., (Z-GROUP), to which it is attached and forms a part.

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

LANDS TO BE CONVEYED TO THE CITY OF LONDON:

0.3 metre (one foot) reserves:	Blocks 95, 96, 97, 98, 99 and 100
Road Widening (Dedicated on face of plan):	Blocks 93 and 94 of Draft Approved Plan 39T-05510
Walkways:	Blocks 101 and 102
5% Parkland Dedication:	Block 103, for the purpose of a pedestrian pathway (being Block 43 of Draft Approved Plan 39T-05510) Block 27, (on the northern portion), of Draft Approved Plan 39T-05510 will be dedicated to the City through a later phase, to satisfy the Parkland Dedication Requirement
Dedication of land for Parks in excess of 5%:	City purchased lands through Phase 1, being Part 4 of 33R-18069
Stormwater Management:	City purchased lands through Phase 1, being Part 1 of 33R-18069

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 the City of London and 2047790 ONTARIO INC., (Z-GROUP), 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:	\$ 664,152
BOND PORTION:	<u>\$5,330,483</u>
TOTAL	\$5,994,635

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

CASH PORTION:	\$ 664,152
BOND PORTION:	\$ NIL

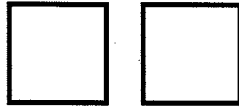
- (b) The following security shall be deposited with the City Treasurer, before the issuance of a Certificate of Conditional Approval respecting land within this subdivision:

CASH PORTION:	\$ NIL
BOND PORTION:	\$5,994,635

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 2047790 ONTARIO INC., (Z-GROUP), 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) On Lots 60 and 61 for storm outlet to SWM;
 - (ii) On Lots 91 and 92 for storm outlet for external lands;
 - (iii) Temporary easement along Block 104 for the ultimate reconstruction of Sunningdale Road East;
 - (iv) Temporary easement for watermain and access road at the east limit of the plan from Sunningdale Road East to Kleinburg Drive; and
 - (v) Temporary easement for drainage on Block 104
- (b) Multi-purpose easements shall be deeded to the City in conjunction with this Plan, over lands external to this Plan, on an alignment and of sufficient width acceptable to the City Engineer as follows:
- (i) Temporary easement for external drainage on the south side of Sunningdale Road East;
 - (ii) Routing of sanitary trunk sewer to Plan 33M-444; and
 - (iii) For temporary drainage on lands abutting the subdivision to the east and west
- (c) Temporary turning circle easements shall be deeded to the City in conjunction with this Plan over parts of Lots 74 to 77, both inclusive, within this Plan.