

File Number: 39T-15502
F. Gerrits / N. Pasato

TO:	CHAIR AND MEMBERS PLANNING AND ENVIRONMENT COMMITTEE
FROM:	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT	SUBDIVISION SPECIAL PROVISIONS APPLICANT: BANMAN DEVELOPMENTS (WEST) INC. CORONATION SUBDIVISION 39T-15502 MEETING ON SEPTEMBER 25, 2017

RECOMMENDATION

That, on the recommendation of the Manager, Development Planning, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Banman Developments (West) Inc. for the subdivision of land over Part of Lot 24, Concession 4, (Geographic Township of London), City of London, County of Middlesex, situated on the east side of Coronation Drive, north of Gainsborough Road, south side of Coronation Drive, all east of Hyde Park Road, municipally known as 2095 Coronation Drive and 955 Gainsborough Drive;

- (a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Banman Developments (West) Inc. for the Coronation Subdivision (39T-15502) attached as Schedule "A", **BE APPROVED**;
- (b) the applicant **BE ADVISED** that Development Finance has summarized the claims and revenues attached as Schedule "B",
- (c) the Mayor and the City Clerk **BE AUTHORIZED** to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

BACKGROUND

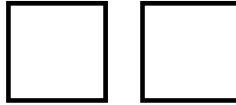
The subject lands were located within the former London Township and annexed to the City of London in 1993.

In December 2012, City Council approved a zoning change at 2095 Coronation Drive from a Community Facility and Residential R1 (CF1/CF3/R1-13) Zone to a Holding Residential R5 Special Provision (h*h-5*R5-5(2)) Zone to permit cluster townhouses. This development did not proceed, and in March, 2015, the Applicant applied for a draft plan of subdivision and zoning by-law amendment to permit a subdivision with 60 single detached lots and one (1) park block, all served by Coronation Drive (a secondary collector road), and 2 new local streets. The zoning was approved by Council on November 10, 2015, and the draft plan of subdivision was approved by the Approval Authority on December 10, 2015.

This subdivision shall be registered in one (1) phase, consisting of 60 single detached lots, and one (1) park block.

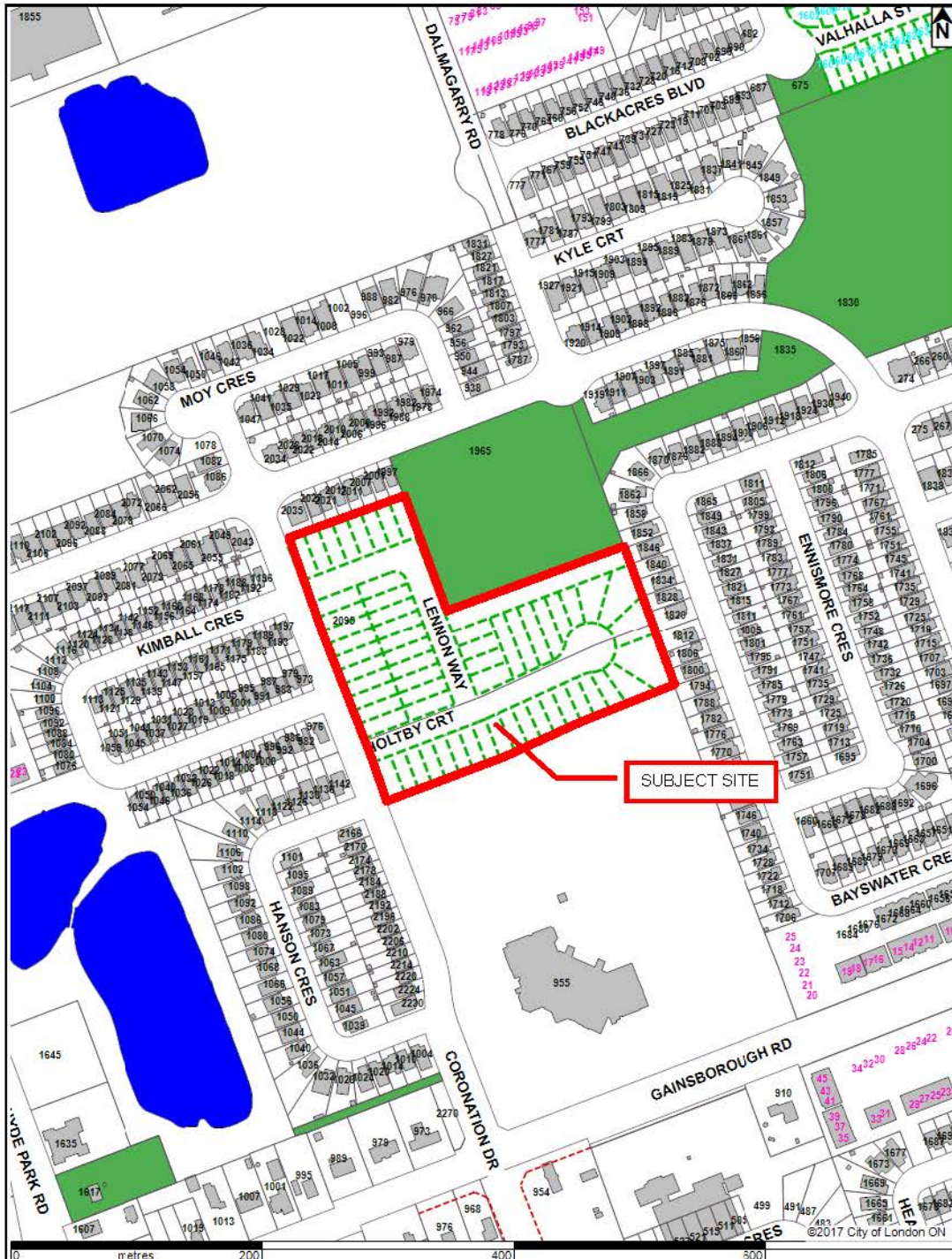
Development Services has reviewed these special provisions with the Owner who is in agreement with them.

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



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Location Map



LOCATION MAP

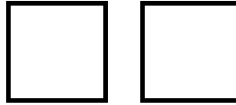
Subject Site: 2095 Coronation Dr
Applicant: Banman Developments (West) Inc.
File Number: 39T-15502
Planner: Nancy Pasato
Created By: Frank Gerrits
Date: 2017-09-11
Scale: 1:3700

LEGEND

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

Corporation of the City of London
Prepared By: Planning and Development

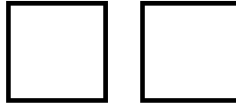




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PREPARED BY:	RECOMMENDED BY:
NANCY PASATO, MCIP, RPP SENIOR PLANNER DEVELOPMENT SERVICES DIVISION	LOU POMPILLII, MPA, RPP MANAGER, DEVELOPMENT PLANNING DEVELOPMENT SERVICES
CONCURRED IN BY:	SUBMITTED BY:
PAUL YEOMAN, RPP, PLE DIRECTOR, DEVELOPMENT SERVICES	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL

/fg
Attach.
September 12, 2017



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Schedule "A"
SPECIAL PROVISIONS

5. STANDARD OF WORK

Remove Subsection 5.7 as it is not applicable.

~~5.7 The Owner shall provide minimum side yard setbacks as specified by the City for buildings which are adjacent to rear yard catch basin leads which are not covered by an easement on Lots in this Plan.~~

~~The Owner shall register against the title of Lots which incorporate rear yard catchbasins, which includes Lots 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 or Lease 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 Engineer.~~

16. PROPOSED SCHOOL SITES

Remove Subsection 16.3 to 16.9 as there are no school sites within this Plan.

~~16.3 The Owner shall set aside an area or areas (being Block(s)) as a site or sites for school purposes to be held subject to the rights and requirements of any School Board having jurisdiction in the area.~~

~~16.4 The School Boards shall have the right, expiring three (3) years from the later of the date on which servicing of the relevant site is completed to the satisfaction of the City or the date on which seventy percent (70%) of the Lots in the subdivision have had building permits issued, to purchase the site and may exercise the right by giving notice to the Owner and the City as provided elsewhere in this Agreement and the transaction of purchase and sale shall be completed no later than two (2) years from the date of giving notice.~~

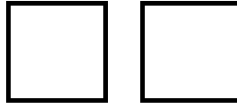
~~16.5 The School Boards may waive the right to purchase by giving notice to the Owner and the City as provided elsewhere in this Agreement.~~

~~16.6 Where all School Boards have waived the right to purchase, the City shall then have the right for a period of two (2) years from the date on which the right to purchase by the School Board has expired or has been was waived as the case may be, to purchase the site for municipal purposes and may exercise the right by giving notice to the Owner as provided elsewhere in this Agreement and the transaction of purchase and sale shall be completed no later than sixty (60) days from the date of giving notice.~~

~~16.7 The Owner agrees that the school blocks shall be:~~

- ~~(a) graded to a one percent (1%) grade or grades satisfactory to the City, the timing for undertaking the said works shall be established by the City prior to the registration of the Plan; and~~
- ~~(b) top soiled and seeded to the satisfaction of the City, the timing for undertaking the said works to be established prior to assumption of the subdivision by the City.~~

~~16.8 Where the Owner has been required to improve the site by grading, top soil and seeding, the responsibility of the Owner for the maintenance of the site shall cease upon completion by the Owner of his obligations under this Agreement.~~



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~~16.9 If and when the City purchases the site, the City may establish a policy with respect to the ultimate use or disposition of the site.~~

25.1 STANDARD REQUIREMENTS

Remove Subsection 25.1 (h) as there are no walkways in this Plan.

~~(h) Prior to the issuance of a Certificate of Conditional Approval, or as otherwise agreed to by the City, the Owner shall construct a chain link fence without gates, adjacent to the walkway(s) (Block(s) _____) in accordance with City Standard No. SR-7.0.~~

Add the following Special Provisions:

#1 The Owner shall make all necessary arrangements with any required owner(s) to have any existing easement(s) in this Plan quit claimed to the satisfaction of the City and at no cost to the City. The Owner shall protect any existing municipal or private services in the said easement(s) until such time as they are removed and replaced with appropriate municipal and/or private services at no cost to the City.

Following the removal of any existing municipal or private services from the said easement and the appropriate municipal services and/or private services are installed and operational, the Owner shall make all necessary arrangements to have any section(s) of easement(s) in this Plan, quit claimed to the satisfaction of the City, at no cost to the City.

#2 The Owner shall include in all Purchase and Sale Agreements for Lots 1 and 60, the requirement that the homes to be designed and constructed on corner lots flanking collector roads in this Plan, are to have design features, such as but not limited to porches, windows or other architectural amenities that provide for a street oriented design and limited chain link or decorative fencing along no more than 50% of the exterior side yard abutting the collector road. Further, the Owner shall obtain approval of their proposed design from the Manager of Urban Design prior to any submission of an application for a building permit for corner lots with an exterior side yard abutting the collector roads in this Plan.

25.2 CLAIMS

Remove Section 25.2 in its entirety as there are no eligible claims in this Plan and **replace** with:

There are no eligible claims for works by the Owner paid for from a Development Charges Reserve Fund or Capital Works Budget included in this Agreement.

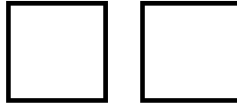
25.6 GRADING REQUIREMENTS

Add the following new Special Provisions:

#3 The Owner shall include in the Agreement of Purchase and Sale and/or Lease for the transfer of Lots 41 and 42, a covenant by the purchaser or transferee to observe and comply with the following:

i) The purchaser or transferee shall not alter or adversely affect the said overland flow route on the said lots as shown on the accepted lot grading and servicing drawings for this subdivision.

The Owner further acknowledges that no landscaping, vehicular access, parking access, works, fencing or other features shall interfere with the above-noted overland flow route, grading or drainage.



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25.7 STORM WATER MANAGEMENT

Remove Subsection 25.7 (a) and **replace** with the following:

- (a) The Owner shall have its Professional Engineer supervise the construction of the stormwater servicing works, including any temporary works, in compliance with the drawings accepted by the City Engineer, and according to the recommendations and requirements of the following, all to the satisfaction of the City Engineer:
- i) The SWM criteria and environmental targets for the Stanton Drain Subwatershed Study and any addendums/amendments;
 - ii) The Hyde Park Stormwater Management Facilities Municipal Class EA for the Hyde Park Community Plan (2002) and any addendums/amendments;
 - iii) The Functional Stormwater Management Plan for the Regional Hyde Park SWM Facility 3E (MRC 2003) or any updated Functional Stormwater Management Plan;
 - iv) The Stormwater Letter/Report of Confirmation for the subject development prepared and accepted in accordance with the file manager process;
 - v) The City's Waste Discharge and Drainage By-laws, lot grading standards, policies, requirements and practices;
 - vi) The City of London Design Specifications and Requirements Manual, as revised;
 - vii) The Ministry of the Environment and Climate Change (MOECC) SWM Practices Planning and Design Manual (2003); and
 - viii) Applicable Acts, Policies, Guidelines, Standards and Requirements of all required approval agencies.

Add the following new Special Provisions:

- #4 The Owner shall maintain the existing overland flow route between Lots 41 and 42 as per the accepted engineering drawings, to the satisfaction of the City Engineer.
- #5 Prior to the issuance of a Certificate of Conditional Approval for Lots 42 and/or 43, the existing private SWM Facility (south of this Plan) and related works shall be constructed and operational in accordance with approved design criteria, approved functional design for this Plan, approved site plan (File No. SP-05131082), all applicable prior approval for this development and accepted engineering drawings, to the satisfaction of the City, at no cost to the City.

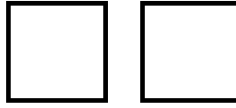
25.8 SANITARY AND STORM SEWERS

Remove Subsection 25.8 (c) and **replace** with the following:

- (c) The Owner shall construct the storm sewers to service the Lots and Blocks in this Plan, which is located in the Stanton Drain Subwatershed, and connect them to the City's existing storm sewer system being the 450 mm diameter storm sewer stub located on Coronation Drive and the 1585 x 2495 HE storm sewer on Coronation Drive.

Remove Subsection 25.8 (d) as it is not applicable.

- d) ~~The Owner shall provide a maintenance access for all sanitary sewer manholes which will be located in easements on private property or ensure the manholes will be located within a paved area in a location acceptable to the City Engineer to facilitate maintenance of the sanitary sewer system. The Owner shall ensure all storm sewer manholes which will be located in easements on private property, shall be located within a paved area or alternative location which will allow access to the satisfaction of the City Engineer.~~



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Remove Subsection 25.8 (e) as it is not applicable.

- (e) ~~Where required, storm and sanitary sewer easements on park/school blocks shall be to the satisfaction of the City and the appropriate school board. Maintenance access requirements shall be provided to the satisfaction of the City Engineer.~~

Remove Subsection 25.8 (j) as this is not applicable.

- (j) ~~The Owner shall register on title of Block [redacted] in this Plan and include in the Purchase and Sale Agreement, a covenant that the owner of Block [redacted] in this Plan shall be responsible for installing a sanitary private drain connection, at the owner's expense, from the said block to the proposed municipal sanitary sewer to the (North, South, East, West) of this Block in City owned lands [redacted] described [redacted], or an alternative sanitary outlet, to the satisfaction of the City Engineer, at no cost to the City, should the said block not be developed in conjunction with or serviced through other lands to the east of this block intended to be jointly developed as a school.~~

Remove Subsection 25.8 (o) and **replace** with the following:

- (o) The Owner shall construct the sanitary sewers to service the Lots and Blocks in this Plan and connect them to the City's existing sanitary sewage system being the 375 mm diameter sanitary sewer on Coronation Drive and the 200 mm diameter sanitary sewer stubs at the north and south legs of Kimball Crescent.

Add the following new Special Provisions:

- #6 Prior to the issuance of any Certificates of Conditional Approval, the Owner shall remove the temporary ditch inlet catchbasins (DICB's), the existing sanitary sewer stub and the existing watermain stub adjacent to the south leg of Kimball Crescent (eg. Lots 14 to 16) and the existing easements on Lots 1 and 9 and Lots 14 to 16 may be quit claimed, all to the satisfaction and specifications of the city Engineer and at no cost to the City.
- #7 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall construct new services and make adjustments to the existing works and services on Coronation Drive in Plan 33M-541, adjacent to this Plan to accommodate the proposed works and services on this street to accommodate the lots in this Plan fronting this street (eg. private services, street light poles, traffic calming, etc.) in accordance with the approved design criteria and accepted engineering drawings, all to the satisfaction of the City Engineer, at no cost to the City.
- #8 Prior to the issuance of a Certificate of Conditional Approval for Lot 42 and/or Lot 60, the Owner shall provide and register all private easements over Lots 42 and 60 to allow the owner of lands to the south, 955 Gainsborough Road, to access the lands in this Plan for the maintenance and repair of any proposed private services required in this Plan, to service external lands, all to the satisfaction of the City Engineer, at no cost to the City.

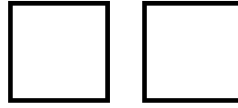
25.9 WATER SERVICING

Remove Subsection 25.9 (d) and **replace** with the following:

- (d) Prior to the issuance of any Certificates of Conditional Approval, the Owner shall install and commission the accepted water quality measures required to maintain water quality within the water distribution system during build-out, all to the satisfaction of the City Engineer, at no cost to the City. The measures which are necessary to meet water quality requirements, including their respective flow settings, etc. shall be shown clearly on the engineering drawings.

Remove Subsection 25.9 (h) and **replace** with the following:

- (h) Prior to the issuance of any Certificates of Conditional Approval, and in accordance with City standards, or as otherwise required by the City Engineer, the Owner shall complete the following for the provision of water service to this draft Plan of Subdivision:



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- i) construct watermains to serve this Plan and connect them to the existing high-level municipal system, namely, the existing 300 mm diameter watermain on Coronation Drive; and
- ii) construct private water services to the watermain on Coronation Drive in Plan 33M-541 to serve the Lots in this Plan fronting that street (eg. Lots 9 to 18);

Add the following new Special Provisions:

- #9 The Owner shall ensure that implemented water quality measures remain in place until there is sufficient occupancy demand to maintain water quality within the Plan of Subdivision without their use. The Owner is responsible to meter and pay the billed costs associated with any automatic flushing devices including water discharged from any device from the time of their installation until removal/assumption. Any incidental and/or ongoing maintenance of the automatic flushing devices is/are the responsibility of the Owner.
- #10 The Owner shall ensure that the limits of any request for Conditional Approval conform to the staging plan as set-out in the accepted water servicing design study and shall include the implementation of the interim water quality measures. In the event the requested Conditional Approval limits differ from the staging as set out in the accepted water servicing report, and the watermains are not installed to the staging limits, the Owner would be required to submit revised plan and hydraulic modeling as necessary to address water quality.

25.11 ROADWORKS

Remove Subsection 25.11 (b) and **replace** with the following:

- (b) 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 Holtby Court meets with Coronation Drive, including all underground services and all related works in Plan 33M-541 as per the accepted engineering drawings;
 - (ii) a fully serviced road connection where Lennon Way meets with Coronation Drive, including all underground services and all related works in Plan 33M-541 as per the accepted engineering drawings; and
 - (iii) all associated works on Coronation Drive for servicing of this Plan as per accepted engineering drawings;

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 Coronation Drive in accordance with current City policies. Upon completion of these works, a Certificate of Completion of Works is to be supplied to the City, pursuant to the General Provisions and **Schedule 'G'** of this Agreement.

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

Where required by the City Engineer, the Owner shall establish and maintain a Traffic Management Plan (TMP) intended to harmonize a construction project's physical



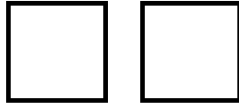
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- #13 The Owner shall make minor boulevard improvements on Coronation Drive adjacent to this Plan, to the specifications of the City and at no cost to the City, consisting of clean-up, grading and sodding as necessary.
- #14 The Owner shall remove all existing accesses and restore all affected areas, all to the satisfaction of the City, at no cost to the City.

25.12 PARKS

Add the following new Special Provisions:

- #15 Prior to the issuance of any Certificate of Conditional Approval, the Owner shall install a storm sewer and all related works on Park Block 61 in this Plan, as per the accepted engineering drawings, to the satisfaction of the City.



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SCHEDULE "C"

This is Schedule "C" to the Subdivision Agreement dated this _____ day of _____, 2017, between The Corporation of the City of London and Banman Developments (West) Inc. to which it is attached and forms a part.

SPECIAL WORKS AND SERVICES

Roadways

- Holtby Court shall have a minimum road pavement width (excluding gutters) of 8.0 metres with a minimum road allowance of 20.0 metres
- Lennon Way shall have a minimum road pavement width (excluding gutters) of 7.0 metres with a minimum road allowance of 19.0 metres

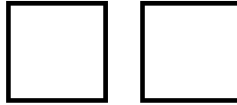
Sidewalks

A 1.5 metre sidewalk shall be constructed on one side of:

- (i) Lennon Way – north and east boulevard
- (ii) Holtby Court – between Lennon Way and Coronation Drive – north boulevard

Pedestrian Walkways

There are no walkways in this Plan.



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SCHEDULE "D"

This is Schedule "D" to the Subdivision Agreement dated this _____ day of _____, 2017, between The Corporation of the City of London and Banman Developments (West) Inc. to which it is attached and forms a part.

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

LANDS TO BE CONVEYED TO THE CITY OF LONDON:

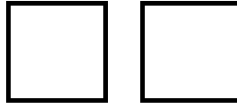
0.3 metre (one foot) reserves:	NIL
Road Widening (Dedicated on face of plan):	NIL
Walkways:	NIL
5% Parkland Dedication:	Block 61
Dedication of land for Parks in excess of 5%:	NIL
Stormwater Management:	NIL

LANDS TO BE SET ASIDE FOR SCHOOL SITE:

School Site:	NIL
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~~LANDS TO BE HELD IN TRUST BY THE CITY:~~

Temporary access:	NIL
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SCHEDULE “E”

This is Schedule “E” to the Subdivision Agreement dated this _____ day of _____, 2017, between The Corporation of the City of London and Banman Developments (West) Inc. to which it is attached and forms a part.

The Owner shall supply the total value of security to the City is as follows:

CASH PORTION:	\$ 276,224
BALANCE PORTION:	<u>\$1,565,267</u>
TOTAL SECURITY REQUIRED	\$1,841,491

The Cash Portion shall be deposited with the City Treasurer prior to the execution of this Agreement.

The Balance Portion shall be deposited with the City Treasurer prior to the City issuing any Certificate of Conditional Approval or the first building permit for any of the lots and blocks in this Plan of subdivision.

The Owner shall supply the security to the City in accordance with the City’s By-Law No. A-7146-255 and policy adopted by the City Council on July 27, 2014.

In accordance with Section 9 - Initial Construction of Services and Building Permits, the City may limit the issuance of building permits 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”

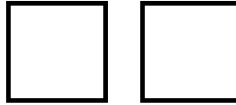
This is Schedule “F” to the Subdivision Agreement dated this _____ day of _____, 2017, between The Corporation of the City of London and Banman Developments (West) Inc. to which it is attached and forms a part.

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

Multi-Purpose Easements:

There are no multi-purpose easements required for this Plan.

Road Easements:



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Schedule "B"
Related Estimated Costs and Revenues

2095 Coronation Drive - Banman Developments (West) Inc.
Subdivision Agreement
39T-15502

Related Estimated Costs and Revenues

Estimated DC Funded Services ^{Note 1}	Estimated Cost ^{Note 3} (excludes HST)
Claims for developer led construction from CSRF - None identified	\$0
Claims for developer led construction from UWRF - None identified	\$0
Claims for City led construction from CSRF - None identified	\$0
Total	\$0
Estimated Total DC Revenues ^{Note 2} (2017 Rates)	Estimated Revenue ^{Note 3}
CSRF	\$1,627,440
UWRF	\$146,220
TOTAL	\$1,773,660

- 1 There are no anticipated claims for this development.
- 2 Estimated Revenues are calculated using 2017 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. The City employs a "citywide" approach to recovery of costs of growth – any conclusions based on the summary of Estimated Costs and Revenues (above table) should be used cautiously.

Reviewed by:

Sept 14 / 2017
Date


Matt Feldberg
Manager, Development Finance