

# **The Corporation of the City of Kawartha Lakes**

## **Amended Agenda**

### **Planning Advisory Committee Meeting**

**PC2019-08**

**Wednesday, August 7, 2019**

**1:00 P.M.**

**Victoria Room**

**City Hall**

**26 Francis Street, Lindsay, Ontario K9V 5R8**

#### **Members:**

**Mayor Andy Letham**

**Councillor Patrick O'Reilly**

**Councillor Kathleen Seymour-Fagan**

**Councillor Andrew Veale**

**Mike Barkwell**

**Tammy Smith**

**Jason Willock**

Accessible formats and communication supports are available upon request.

1.	<b>Call to Order and Adoption of Agenda</b>	
2.	<b>Declarations of Pecuniary Interest</b>	
3.	<b>Public Meeting</b>	
3.1	PLAN2019-043	4 - 11
	<p>Ian Walker, Planning Officer - Large Developments  An application to amend the Township of Somerville Zoning By-law 78-45 on the property identified as 121 Cowpath Trail, Somerville - Burke</p>	
4.	<b>Business Arising from Public Meeting</b>	
5.	<b>Deputations</b>	
5.1	PC2019-08.5.1	
	<p>Daniel Stone, Thorstone Consulting Services  Relating to Report PLAN2019-045 (Item 7.2 on the Agenda)</p>	
6.	<b>Correspondence</b>	
7.	<b>City of Kawartha Lakes Reports</b>	
7.1	PLAN2019-044	12 - 24
	<p>Quadri Adebayo, Planner II  An application to amend the Township of Bexley Zoning By-law 93-09 on the lot described as Part of Lots 37 and 38, North-West Bay Range, Concession 7, Bexley, identified as 22 Bayview Lane and Part of 1266 North Bay Drive - Mathews and Weind</p>	
7.2	PLAN2019-045	25 - 41
	<p>Mark LaHay, Planner II  An application to amend the Township of Emily Zoning By-law 1996-30 on the property identified as 19 Cardinal Road - Dalrymple</p>	
7.3	ENG2019-016	42 - 48
	<p>Christina Sisson, Supervisor of Development Engineering  Municipal Infrastructure Design Guidelines – Annual Update</p>	

7.4	ENG2019-017	49 - 106
	Christina Sisson, Supervisor of Development Engineering Development Process and Subdivision Agreement Template Updates - Engineering and Corporate Assets	
7.5	ENG2019-018	107 - 111
	Christina Sisson, Supervisor of Development Engineering Registered Subdivision Agreement Status - Lots Exist	
8.	<b>Adjournment</b>	

# **The Corporation of the City of Kawartha Lakes**

## **Planning Advisory Committee Report**

**Report Number PLAN2019-043**

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**Date:** August 7, 2019  
**Time:** 1:00 p.m.  
**Place:** Council Chambers  
**Public Meeting**

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**Ward Community Identifier: Ward 2 – Somerville**

**Title:** Zoning By-law Amendment for Residential Use

**Description:** An application to amend the Township of Somerville Zoning By-law to change the zoning on a portion of the property from the Environmental Protection (EP) Zone to a Limited Service Residential Exception \*\* (LSR-\*\*) Zone to permit a dwelling, and to amend the development standards to allow the redevelopment of the property identified as 121 Cowpath Trail, Somerville (Burke)

**Author and Title: Ian Walker, Planning Officer – Large Developments**

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### **Recommendations:**

**That** Report PLAN2019-043, **Part of Lot 3, Concession 12, Geographic Township of Somerville, Burke – Application D06-2019-016**, be received; and

**That** PLAN2019-043 respecting Application D06-2019-016 be referred back to staff to address any issues raised through the public consultation process and for further review and processing until such time that all comments have been received from all circulated agencies and City departments, and that any comments and concerns have been addressed.

**Department Head:** \_\_\_\_\_

**Legal/Other:** \_\_\_\_\_

**Chief Administrative Officer:** \_\_\_\_\_

## Background:

The applicant has submitted a Zoning By-law Amendment application on behalf of the owner, to change a portion of the Environmental Protection (EP) Zone to a Limited Service Residential Exception (LSR-\*\*) Zone to permit a dwelling as a permitted use. The intent of the exception zone is to recognize any site-specific development standards. The proposed rezoning will facilitate the redevelopment of the lot with a new vacation dwelling.

Owner:	Catherine and Randy Burke
Applicant:	Randy Burke
Legal Description:	Part of Lot 3, Concession 12, Geographic Township of Somerville
Designation:	Rural on Schedule 'A-7' of the City of Kawartha Lakes Official Plan
Zone:	Environmental Protection (EP) Zone on Schedule 'A' of the Township of Somerville Zoning By-law Number 78-45
Lot Area:	3,572.2 square metres [30,056 square feet – MPAC]
Site Servicing:	Private individual well, on-site sewage system and ditches
Existing Uses:	Vacant (Abandoned cottage)
Adjacent Uses:	North: Vacant Forest/Agricultural East: Vacant Forest/Agricultural South: Vacant Forest/Agricultural; Rural Residential West: Burnt River; Vacant Forest/Agricultural

## Rationale:

The property is located on a private road which intersects with the east side of Burke Road, near the terminus at the north end. See Appendix A. The property contains a vacant derelict vacation dwelling. The proposed redevelopment is to remove the existing structure, and construct a new dwelling with associated garage and septic system. See Appendix B. The lot is located within the Rural designation of the City's Official Plan. The entire property is zoned 'Environmental Protection (EP) Zone', which does not permit residential uses. As such, a rezoning is required.

The applicant has submitted the following reports and plans in support of the application, which have been circulated to the various City departments and commenting agencies for review:

1. Planning Justification Brief prepared by DC Planning Services Inc., dated March 11, 2019. The report discusses and assesses the proposal in context of the 2014 Provincial Policy Statement, 2017

Growth Plan, the City of Kawartha Lakes Official Plan, and the Township of Somerville Zoning By-law 78-45.

2. Site Grading Plan of Part of Lot 3 Concession 12, Geographic Township of Somerville, City of Kawartha Lakes prepared by Coe Fisher Cameron Land Surveyors, dated June 11, 2018.
3. Sketch for Zoning By-law Amendment prepared by Coe Fisher Cameron Land Surveyors, dated April 30, 2019.

Staff recommend that the application be referred back to staff until such time as commenting agencies and/or City departments have submitted comments, and any concerns have been addressed, and to permit discussions with the applicant respecting conformity to applicable policies, as required.

### **Provincial Policies:**

#### **A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019 (Growth Plan):**

The Growth Plan provides that development outside of settlement areas may be permitted on rural lands for the management or use of resources; resource-based recreational activities; and other rural land uses that are not appropriate in settlement areas. Section 2.2.9 3.c) of the Growth Plan provides that other rural land uses must:

- i. Be compatible with the rural landscape and surrounding local land uses;
- ii. Be sustained by rural service levels; and
- iii. Not adversely affect the protection of agricultural uses and other resource-based uses such as mineral aggregate operations.

Therefore, this application conforms to the policies of the Growth Plan.

#### **Provincial Policy Statement, 2014 (PPS):**

The Provincial Policy Statement (PPS) provides for appropriate development while protecting resources of provincial interest, public health and safety, and the quality of the natural environment. The PPS requires planning authorities to manage and direct land use to achieve efficient and resilient development and land use patterns. The PPS provides that in rural areas, permitted uses and activities shall relate to the management or use of resources; resource-based recreational uses; limited residential development; and other rural land uses. Section 1.1.5.4 of the PPS provides that development which is compatible with the rural landscape, and can be sustained by rural service levels should be promoted.

Redevelopment and site alteration shall be directed in accordance with the policies of Section 2 and 3 of the PPS. Fish habitat is considered a natural heritage feature. Kawartha Region Conservation Authority (Kawartha

Conservation) have been circulated on this application, and can advise if the Burnt River is considered fish habitat. Kawartha Conservation will also review this application in the context of Section 3 of the PPS, as it relates to natural hazards (floodplain, steep slopes, etc.).

Full consistency with the PPS must be demonstrated for this application.

### **Official Plan Conformity:**

The lot is designated Rural on Schedule A-7 of the City of Kawartha Lakes Official Plan (Official Plan). Permitted uses in the Rural designation include limited low density single detached dwellings. In accordance with Section 28.6.7 of the Official Plan, where lots do not have direct access onto a maintained year round municipal road or provincial highway, the City will not permit development to take place, unless the development complies with one of five exceptions, including if the lot is zoned 'Limited Service' in the local Zoning By-law.

In accordance with Section 3.5.9, where development or site alteration proposals are adjacent to a river or watercourse and the lands are within 120 metres of the water's edge, a review of available information from the Conservation Authority or Department of Fisheries and Oceans (DFO) shall be undertaken to determine if fish habitat is present. Kawartha Conservation will provide advice to the City regarding the presence or absence of fish habitat in the Burnt River.

Section 3.11.1 advises that all buildings, structures and septic systems shall be a minimum of 30 metres from the high water mark and shall be maintained in a natural state with no disturbance of the vegetation and soils, except for boathouses and docks. Section 3.11.2 allows for some reduction, if it has been demonstrated why the 30 metre setback cannot be complied with.

To date, the application has not yet demonstrated how the proposed 'LSR' zoning envelope conforms with the Official Plan policies. Conformity shall be demonstrated through the additional review and comments.

### **Zoning By-Law Compliance:**

The lot is zoned 'Environmental Protection (EP) Zone' in the Township of Somerville Zoning By-law. The 'EP' zone does not permit residential uses. The application, as proposed, would permit a new single detached dwelling or vacation dwelling to be constructed, and include accessory uses.

Zoning By-law compliance will be established through a full review of this application.

### **Other Alternatives Considered:**

No other alternatives have been considered.

## **Financial/Operation Impacts:**

There are no financial considerations unless Council's decision to adopt or their refusal to adopt the requested amendments is appealed to the Local Planning Appeal Tribunal. In the event of an appeal, there would be costs, some of which may be recovered from the applicant.

## **Relationship of Recommendations To The 2016-2019 Strategic Plan:**

The Council Adopted Strategic Plan identifies these Strategic Goals:

- Goal 1 – A Vibrant and Growing Economy
- Goal 2 – An Exceptional Quality of Life
- Goal 3 – A Healthy Environment

This application aligns with the Exceptional Quality of Life strategic goal as it provides for an additional vacation dwelling.

## **Review of Accessibility Implications of Any Development or Policy:**

There are no accessibility implications for the City. Accessible standards will be implemented through permits issued under the Ontario Building Code (OBC), if applicable.

## **Servicing Comments:**

The existing vacation dwelling is non-habitable. The new dwelling will be serviced by an on-site private sanitary sewage disposal system and individual well.

## **Consultations:**

Notice of this application was circulated to persons within a 500 metre radius of the property, agencies, and City Departments which may have an interest in the application. As of July 26, 2019, we have received the following comments:

### **Public Comments:**

No comments received to date.

### **Agency Review Comments:**

July 17, 2019	The Community Services Department has no concern or comment.
July 17, 2019	The Building Division - Part 8 Sewage Program requested a copy of the survey to review.

July 17, 2019

The Engineering and Corporate Assets Department confirmed there is no availability of a municipal entrance for 121 Cowpath Trail, as there is no direct municipal road access.

### **Development Services – Planning Division Comments:**

The background information which has been submitted in support of the application has been circulated to the appropriate agencies and City Departments for review and comment. At this time, there are outstanding issues to be addressed by the applicant, and additional comments to be received. Staff recommends that the application be referred back to staff until such time as comments have been received from all circulated agencies and City Departments, and that any comments and concerns have been addressed.

### **Conclusion:**

In consideration of the comments and issues contained in this report, Staff respectfully recommend the proposed Zoning By-law Amendment application be referred back to staff for further review and processing until such time as comments have been received from all circulated agencies and City Departments, and that any comments and concerns have been addressed.

### **Attachments:**

The following attached documents may include scanned images of appendices, maps, and photographs. If you require an alternative format, please call Ian Walker, Planning Officer – Large Developments, (705) 324-9411 extension 1368.

#### **Appendix 'A' – Location Map**



PLAN2019-043  
Appendix A.pdf

#### **Appendix 'B' – Site Plan, dated April 30, 2019**



PLAN2019-043  
Appendix B.pdf

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**Department Head E-Mail:** [cmarshall@kawarthalakes.ca](mailto:cmarshall@kawarthalakes.ca)

**Department Head:** Chris Marshall, Director, Development Services

**Department File:** D06-2019-016



Monck Rd

Burnt River

Concession 13

Flintrock Rd

County Road 121

Lot 3

Lot 2

Lot 1

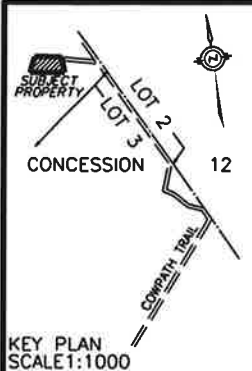
Concession 12

SUBJECT LAND

Geographic Township of Somerville

Concession 11

"Trent Lakes Township"



CIVIC ADDRESS: 121 COMPATH TRAIL  
OWNER: RANDY & CATHERINE BURKE

ROLL No. 16 51 000 030 10200

FOR CONSTRUCTION PURPOSES ONLY

SKETCH FOR ZONING BY-LAW AMENDMENT  
GEOGRAPHIC TOWNSHIP OF SOMERVILLE  
CITY OF KAWARTHA LAKES

SCALE 1 : 250

COE, FISHER, CAMERON  
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**METRIC** DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

APPENDIX "B"

to  
REPORT PLAN2019-043

FILE NO. DOG-2019-016

SUBJECT:

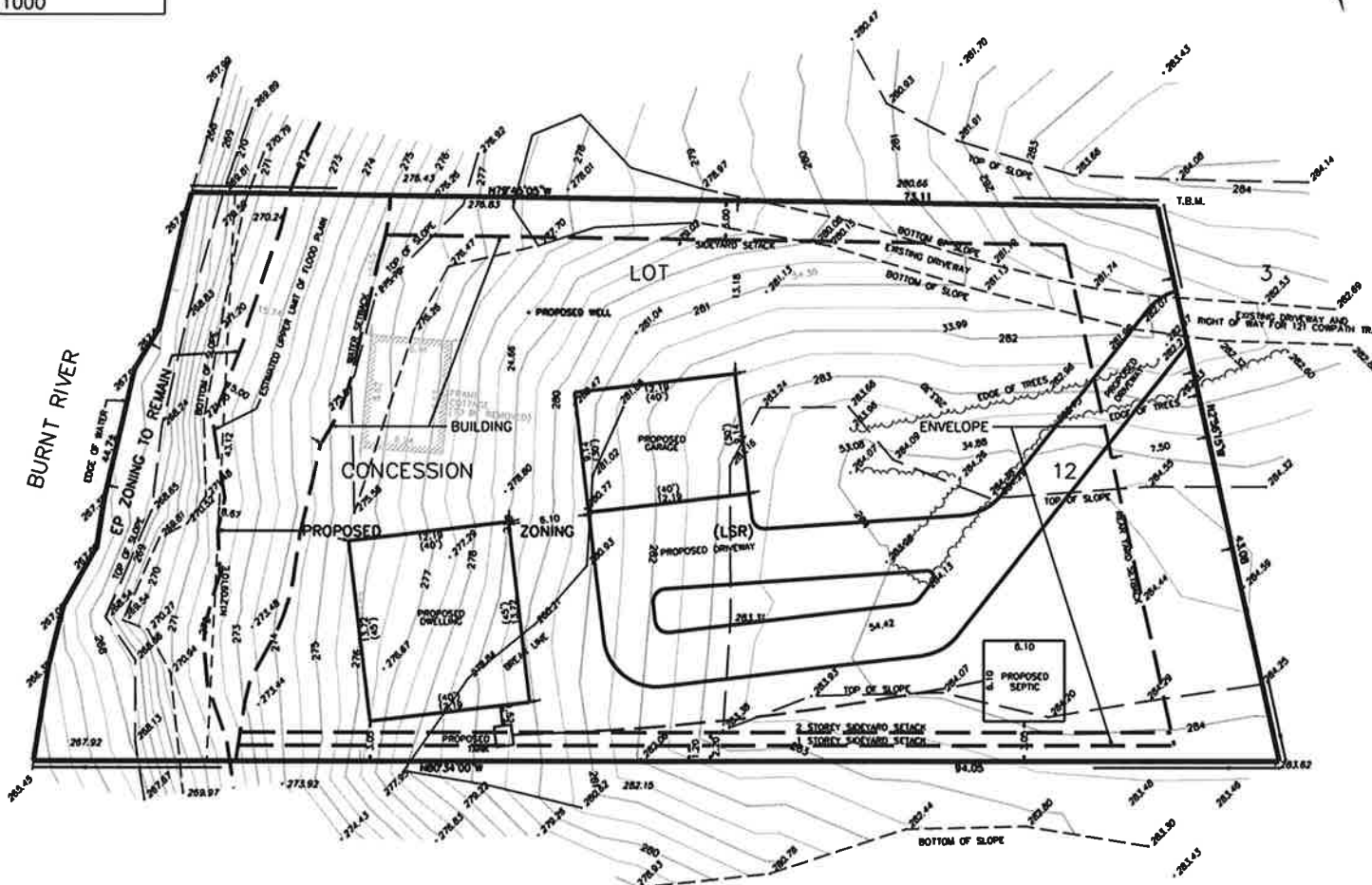
ALL OF PM 63120-0315(L1)  
PART OF LOT 3, CONCESSION 12  
GEOGRAPHIC TOWNSHIP OF SOMERVILLE  
CITY OF KAWARTHA LAKES

**AREAS:**

TOTAL AREA= 3972.2 SQ.M.  
TOTAL AREA OF PROPOSED ZONING CHANGE (LSR)= 3178.9 SQ.M.  
REMAINDER OF TP (OWN)= 793.3 SQ.M.  
AREA OF PROPOSED DWELLING= 167.3 SQ.M.  
AREA OF PROPOSED GARAGE= 111.4 SQ.M.  
LOT COVERAGE = 7.0%

**ELEVATIONS:**

ELEVATIONS SHOWN HEREON ARE GEODETIC DERIVED BY GPS OBSERVATIONS AND ARE REFERRED TO A TEMPORARY BENCHMARK BEING THE TOP OF AN IRON PIPE AT THE NORTHEAST CORNER OF THE SUBJECT PROPERTY, HAVING AN ELEVATION OF 263.79m (CQVD-1928:1978)



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DRAWN BY: ROW/MCL	CHECKED BY: G.G.H.	REFERENCE NO.: 17-17-245-01
FILE: G:\17-17-245-01\Drawings\17-17-245-01.dwg		DATE: 4/30/2019
PLOTTER:		4/30/2019

# **The Corporation of the City of Kawartha Lakes**

## **Planning Advisory Committee Report**

**Report Number PLAN2019-044**

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**Date:** August 7, 2019

**Time:** 1:00 p.m.

**Place:** Victoria Room

**Regular Meeting**

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**Ward Community Identifier: 1 - Bexley**

**Title:** An application to amend the Township of Bexley Zoning By-law 93-09

**Description:** To change the zone category on the subject lands (being the severed and benefitting portions) from a Rural General (RG) Zone to Rural General Exception (RG-\*\*) Zone to facilitate a lot consolidation that would culminate into an oversized rural residential lot described as Part of Lots 37 and 38, North-West Bay Range, Concession 7, now City of Kawartha Lakes, identified as 22 Bayview Lane and Part of 1266 North Bay Drive (James Mathews and Kirsten Weind) – Planning File D06-2019-008.

**Author and Title:** Quadri Adebayo, Planner II

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### **Recommendations:**

**That** Report PLAN2019-044, respecting 22 Bayview Lane and Part of 1266 North Bay Drive, geographic Township of Bexley; Application No. D06-2019-008, be received;

**That** Zoning By-law Amendment respecting application D06-2019-008, substantially in the form attached as Appendix D to Report PLAN2019-044, be approved and adopted by Council; and

**That** the Mayor and Clerk be authorized to execute any documents and agreements required by the approval of this application.

**Department Head:** \_\_\_\_\_

**Legal/Other:** \_\_\_\_\_

**Chief Administrative Officer:** \_\_\_\_\_

## **Background:**

The Committee referred the application back to staff for further review and processing at its May 1, 2019 meeting until such time that Kawartha Conservation (KRCA) review comment is received, and a planning evaluation of the related consent applications including review of comments from circulated agencies is completed, or any potential issues and concerns which may arise therefrom is addressed. The following are the updates since the last meeting in May.

KRCA has provided their review comments and had no concerns; and a Planning evaluation of the related consent applications has been concluded. No agency concerns were raised. On July 11, 2019, a notice of provisional consent was granted by the Director of Development Services, as delegated by Council.

The two (2) concurrent consent files related to this zoning by-law application are thus:

File number D03-2019-018 which seeks to sever approximately 1.7 hectares of land and retain approximately 43 hectares of rural residential lands (1266 North Bay Drive- severed lot) containing a single detached dwelling, a garage and a shed. The severed land is to be consolidated with an adjacent rural residential lot to the east (22 Bayview Lane – benefitting lot); and

File number D03-2019-017 which seeks to reactivate an easement of approximately 0.07 hectares over an existing private road (Bayview Lane) located on 1266 North Bay Drive, in favour of the overall consolidated land in file D03-2019-018.

For clarity, only the proposed lots to be consolidated (the severed and benefitting) are being considered under this rezoning application in fulfillment of the condition of provisional consent for file number D03-2019-018.

Owners:	James Mathews and Kirsten Weind
Applicant:	Beverly Saunders, EcoVue Consulting Services Inc.
Legal Description:	Part of Lots 37 and 38, North-West Bay Range, Concession 7, Part 1 on RP57R-7820 (22 Bayview Lane) and Part 1 on RP57R-6605 (1266 North Bay Drive), geographic Township of Bexley
Official Plan:	Benefitting lot (22 Bayview Lane) – Waterfront and within 120 metres of Natural Heritage Feature (Woodland, Wetland and Fish Habitat) in the City of Kawartha Lakes Official Plan

	Severed lot (Part of 1266 Bayview Lane) - Rural and within 120 metres of Natural Heritage Features (Woodland, and Wetland) in the City of Kawartha Lakes Official Plan
Zone:	Benefitting lot (22 Bayview Lane) – Rural General (RG) Zone within the Township of Bexley Zoning By-law 93-09, as amended
	Severed lot (Part of 1266 North Bay Drive) - Rural General (RG) Zone within the Township of Bexley Zoning By-law 93-09, as amended
Site Size:	Total – 2.7 hectares (approximate) – EcoVue Consulting Inc. Severed – 1.7 hectare, Benefitting – 1 hectare
Site Servicing:	Severed – Unserviced Benefitting – Private individual well and septic system
Existing Uses:	Vacant (to be severed), Residential (benefitting)
Adjacent Uses:	North: Agricultural, Rural Residential and Wetland (PSW) South & East: Residential, Balsam Lake West: Agricultural, Environmental Protection

## **Rationale:**

For the purpose of this report, part of 1266 North Bay Drive being the severed land will be referred to as Property A, while 22 Bayview Lane being the benefitting land will be referred to as Property B.

The subject lands are located within an existing rural residential neighbourhood within a Waterfront designated community, which is situated adjacent to Balsam Lake. Although the subject lands are considered adjacent to natural heritage features (i.e. Balsam lake fish habitat, woodland, and wetlands), the subject lands do not contain any of these features. Property A contains a driveway that connects to the unassumed private road (Bayview Lane) which allows access to Property B. The legal rights via the driveway onto Bayview Lane for the owners of Property B expired in 2017. As such, the owners of 1266 North Bay Drive have agreed to sell Property A so that it can merge with Property B thereby eliminating the need for any future easement or agreement over the existing driveway. The proposed lot consolidation would result in Property B being increased in size from 1 hectare to 2.7 hectares which would be over the maximum allowed lot area for a rural residential lot.

The effect of the zone change on the lot to be consolidated would:

1. permit an increase in the maximum lot area requirement for a rural residential lot from 2 hectares to 2.7 hectares; and
2. restrict the use on the lot to residential and related accessory uses.

The applicant submitted the following documents and plans in support of the application, which were circulated to various City Departments and commenting Agencies for review:

1. Planning Justification Report (PJR) prepared by EcoVue Consulting Services Inc., dated November 2018;
2. Stage 1 background information and Stage 2 test pit survey Archaeological Assessment prepared by Earthworks Archaeological Services Inc., dated October 13, 2018 which demonstrates that although the subject lands contains evidence of archaeological potential (pre-contact Aboriginal archeological material), the area is considered to be free of archaeological material; and
3. Agricultural Impact Brief prepared by Clark Consulting services, dated August 27, 2018 which demonstrates that the severed land does not have viable agricultural potential, and that since there are no active or vacant livestock facilities nearby, no Minimum Distance Separation (MDS) review was completed.

Staff has reviewed these documents filed in support of the proposed consent and zoning by-law application.

## **Provincial Policies:**

### **Growth Plan for the Greater Golden Horseshoe, 2019 (GP):**

The Growth Plan provides policies for managing growth and development while supporting economic prosperity, protecting the environment and helping communities achieve a high quality of life. Section 2.2.1 d) directs development to settlement areas except where policies permit otherwise, and Section 2.2.1 e) generally direct development away from hazardous lands. Within rural areas, subject to the policies of Section 4, Section 2.2.9.3 permits development outside of settlement areas on rural lands provided the uses are compatible with the rural landscape and surrounding local land uses; will be sustained by rural service levels; and, will not adversely affect the protection of agricultural uses and other resource based uses such as mineral aggregate operations.

The subject land is within 120 metres of Natural Heritage Features according to Provincial mapping (woodland, wetland and Balsam Lake fish habitat), which illustrates the property is traversed by Balsam Lake flood line limits. Relevant 2019 Growth Plan policies from Sections 4.2.2, 4.2.3 and 4.2.4 apply, which include provisions to protect key natural heritage and hydrologic features, maintain connectivity between such features, limit the amount of total developable area disturbance and identify a vegetation protection zone surrounding these features. The PJR submitted with the application outlines that the actual flood line limits would be determined in collaboration with KRCA.

KRCA has advised that the flood line will not be negatively impacted, which demonstrates conformity with the policies of the Growth Plan.

### **Provincial Policy Statement, 2014 (PPS):**

The Provincial Policy Statement provides for appropriate development while protecting resources of provincial interest, public health and safety, and the quality of the natural environment.

Section 1.1.4, Rural Areas in Municipalities, recognizes the importance of rural lands, natural heritage features and areas and other resource areas and building upon rural character and leveraging rural amenities and assets.

Section 1.1.5 of the PPS provides policy with respect to rural lands and permitted uses, which include resource-based recreational uses (including recreational dwellings) and limited residential development which is compatible with the rural landscape and can be sustained by rural service levels.

Section 2.1 of the PPS provides policy with respect to the Wise Use and Management of Resources to protect Natural Heritage features, which does not permit development in significant natural heritage features nor within the habitat of endangered species and threatened species.

Section 3.1 of the PPS provides policies for protecting public health and safety by directing development away from hazardous lands and sites that may be subject to flooding and/or erosion or human-made hazards. Almost the entire property is within the regulated area of KRCA. The Conservation Authority permitting policies direct development outside of flood hazards.

As there are no developments proposed on the subject land, KRCA has advised that the proposed boundary adjustment would not negatively impact the Balsam Lake flood line limit that traverses the lands.

Section 2.6 pertaining to cultural heritage and archaeology does not permit development or site alteration on lands containing archaeological resources or areas of archaeological potential unless significant resources have been conserved. The retained archaeological consultant has stated there are no registered archaeological sites within 1 km of the site, and no archaeological assessments were identified within 50 metres of the study area.

The submitted PJR outlines a number of recommended mitigation measures to address the natural heritage provisions of the PPS. KRCA review comments have also confirmed that the proposal demonstrates consistency with the PPS.

### **Official Plan Conformity:**

The subject land is designated 'Waterfront' and 'Rural', and within 120 metres of Natural Heritage Feature (Woodland, Wetland and Fish Habitat) in the City of Kawartha Lakes Official Plan (CLKOP). A Provincially Significant Wetland (PSW) Natural Heritage Feature is mapped further east of the subject land. The

waterfront designation which applies to Property B provides for low density seasonal and permanent residential uses and accessory uses adjacent to lakes.

The natural heritage policies in Section 3.5 of the CKLOP apply to this proposal. This includes prohibiting development and site alteration within 120 metres of a wetland and fish habitat, that applications for development and/or site alteration within significant habitat of Threatened and Endangered species will be subject to the discretion of the Ministry of Natural Resources and Forestry, and that development and/or site alteration within or adjacent to significant wildlife habitat may only be permitted subject to an Environmental Impact Study (EIS) demonstrating no negative impacts to the natural features or their ecological functions.

KRCA review comments has substantiated the applicant's PJR which outlines an EIS would not be required as no further development is proposed which would impact natural heritage provisions. This in staff opinion demonstrates conformity with the CKLOP.

### **Zoning By-law Compliance:**

The subject land is zoned Rural General (RG) Zone in the Township of Bexley Zoning By-law 93-09, as amended. Where a property in the RG Zone is has a lot area of 2 hectares or less, the permitted uses and zone provision is limited to what is permitted in the Rural Residential Type 1 (RR1) Zone which does not allow agricultural uses at all. As the proposed lot consolidation would increase the lot size beyond this maximum lot area of 2 hectare for a rural residential lot, a Zoning By-Law amendment is required. The effect of the zoning amendment is to permit the lot to be consolidated so that the inherent use is maintained for a single residential dwelling and associated accessory uses with appropriate development standards.

### **Other Alternatives Considered:**

No alternatives have been considered at this time.

### **Financial/Operation Impacts:**

There are no financial considerations unless Council's decision is appealed to the Local Planning Appeal Tribunal. In the event of an appeal, there would be costs, some of which may be recovered from the applicant.

### **Relationship of Recommendations to the 2016-2019 Strategic Plan:**

The Council Adopted Strategic Plan identifies these Strategic Goals:

- A Vibrant and Growing Economy
- An Exceptional Quality of Life

- A Healthy Environment

The application aligns with the vibrant and growing economy goal as it provides opportunity to expand and maintain the residential economic base. It also will maintain the health and integrity of the wetland and floodplain.

### **Servicing Comments:**

The subject land is proposed to be serviced by a private individual well and septic systems.

### **Consultations:**

Notice of this application was circulated to persons within a 500 metre radius, agencies, and City Departments which may have an interest in the application. As of July 19, 2019, we have received the following comments:

Public Comments: No comments were received at the writing of this report.

Agency Comments: On March 4, 2019, the Building Division advised that they have no concerns with the application.

On March 10, 2019, the Enbridge Gas Inc. advised that they have no objections to the application.

On March 10, 2019, the Engineering and Corporate Assets Department advised that they have no objection to the proposed application.

On March 11, 2019, the Part 8 Sewage Systems – Building Division advised that they have no objection to the proposed zoning amendment.

On March 15, 2019, the Curve Lake First Nation initially advised an objection to the proposed application but later revised their concerns on March 18, 2019 noting that they have consulted with the applicant and they are satisfied that there will be no soil disturbance or site alteration given that no additional development is proposed.

On June 11, 2019, KRCA advised an EIS would not be necessary as there will be no new construction occurring on the benefitting lands. And that in conformity with the PPS and GP, it is not anticipated that there will be any negative impacts to the ecological function and natural heritage features of the adjacent lands.

### **Development Services – Planning Division Comments:**

The application demonstrates consistency with the Provincial Policy Statement and conformity to the Growth Plan and CKLOP. The proposed Zoning By-law Amendment contained in Appendix D will ensure that the severed lot will be dissociated from the larger agricultural parcel and that the lot to be consolidated will be preserved primarily for residential use.

## Conclusion:

In consideration of the comments and analysis contained in this report, staff respectfully recommends that the application be referred to Council for Approval.

## Attachments:

The following attached documents may include scanned images of appendices, maps, and photographs. If you require an alternative format, please call Quadri Adebayo, Planner II, (705) 324-9411 ext. 1367.

Appendix A – Location Map

Appendix B – Aerial Photograph

Appendix C – Zoning By-law Amendment Sketch



Appendices A-C to  
PLAN2019-044.pdf

Appendix D – Draft Zoning By-law Amendment



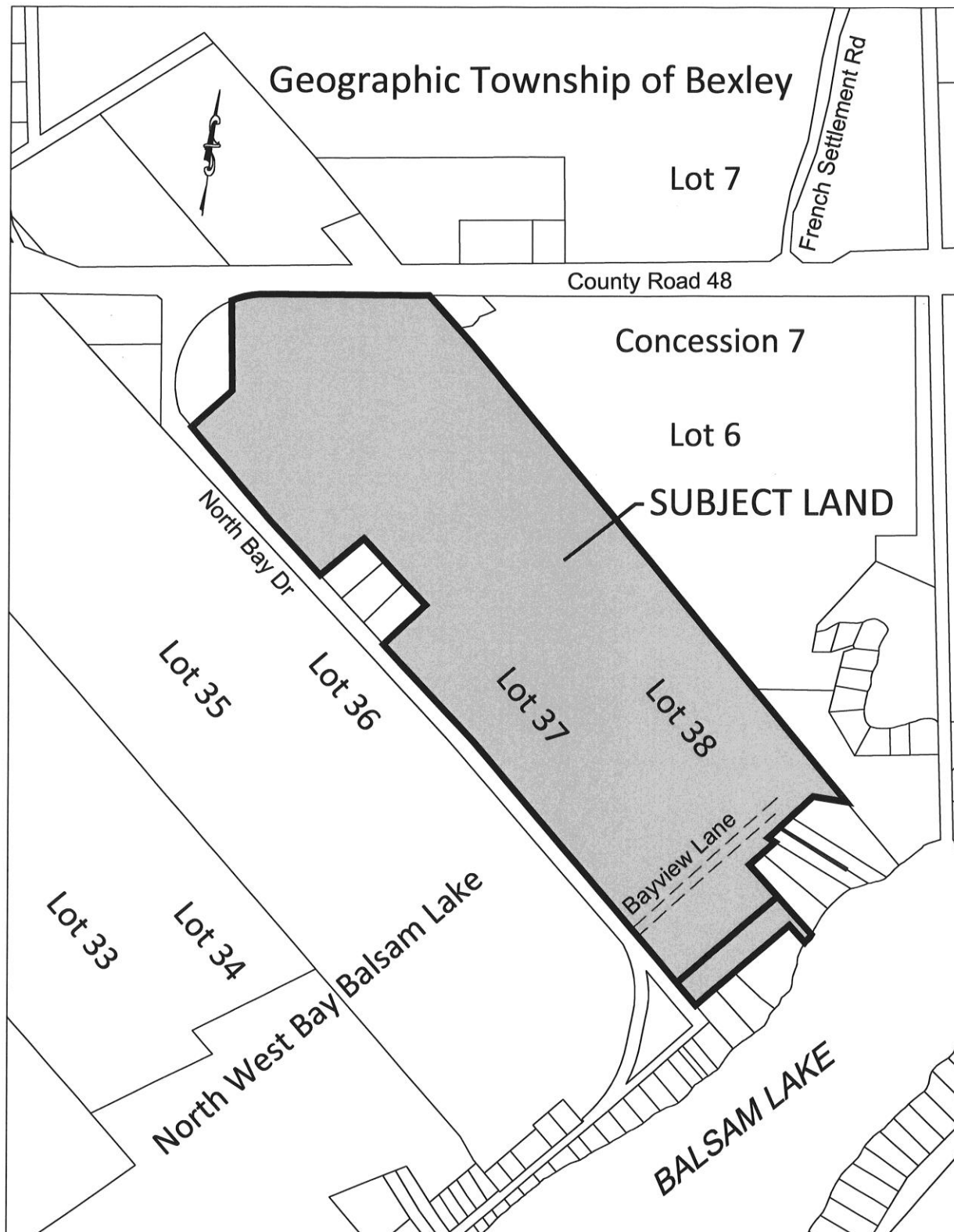
Appendices D to  
PLAN2019-044.pdf

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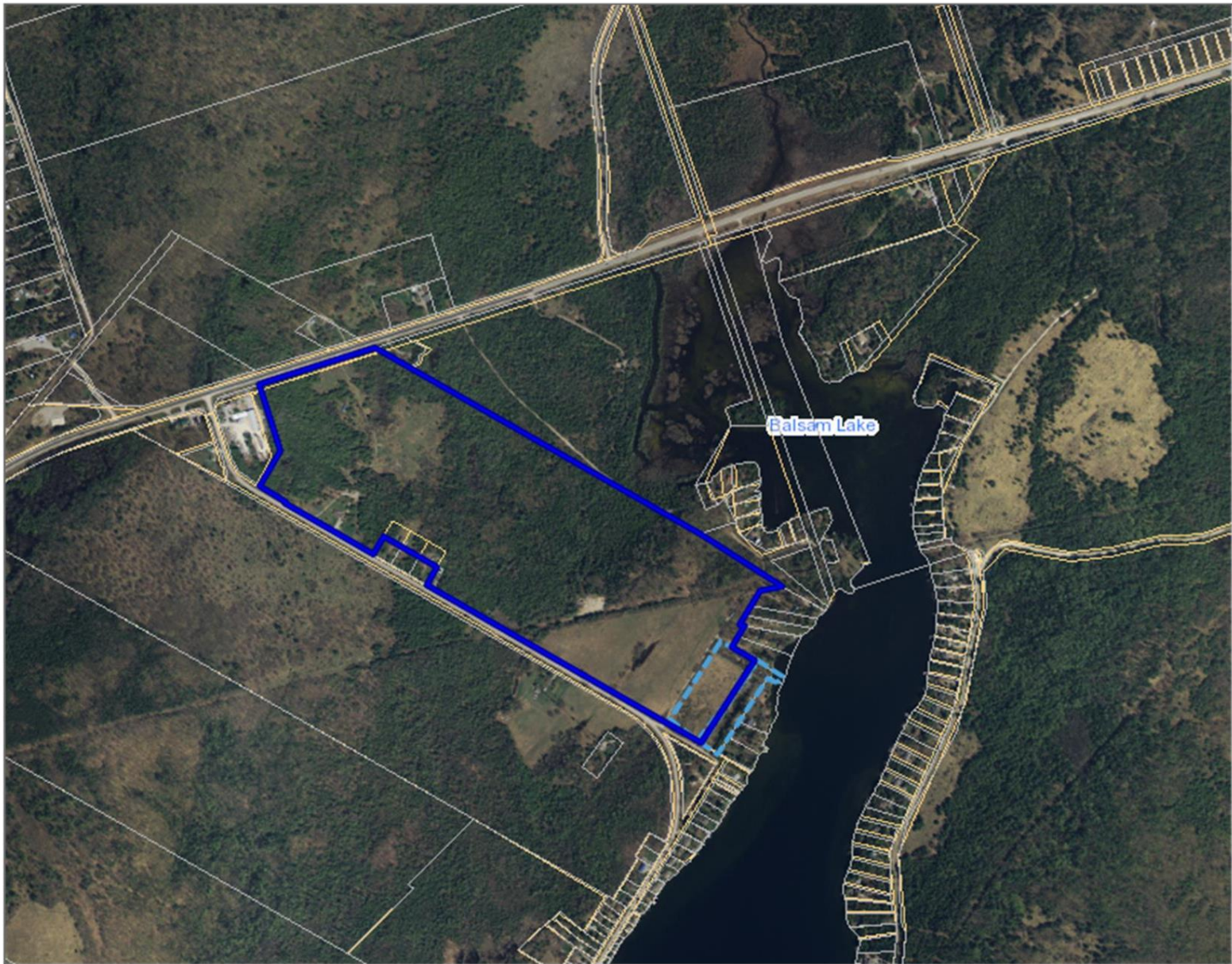
**Department Head E-Mail:** [cmarshall@kawarthalakes.ca](mailto:cmarshall@kawarthalakes.ca)

**Department Head:** Chris Marshall

**Department File:** D06-2019-008



## 22 Bayview Lane and Part of 1266 North Bay Drive, geographic Township of Bexley



0.92

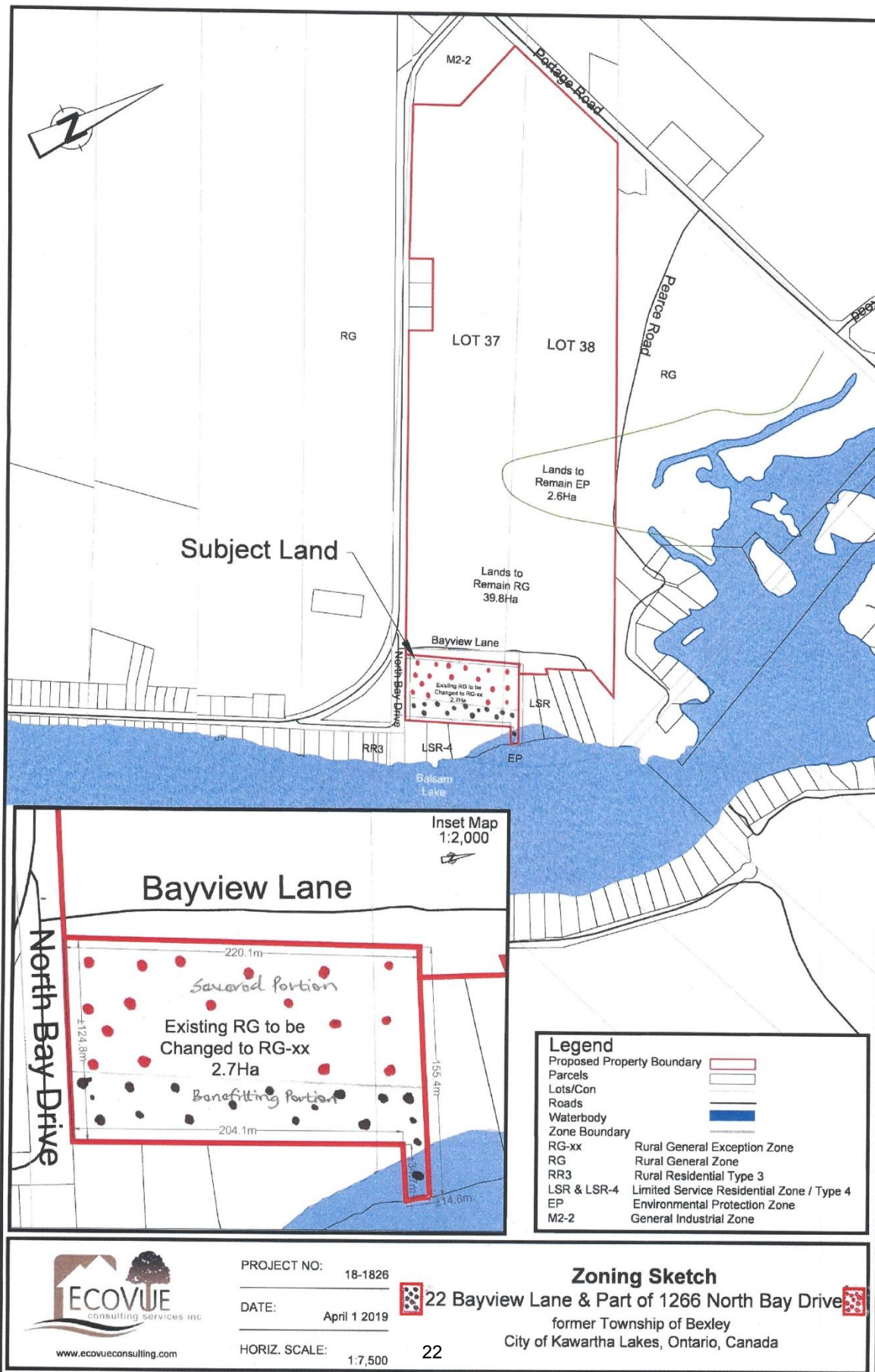
Kilometers

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© City Of Kawartha Lakes



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THIS MAP IS NOT TO BE USED FOR COMMERCIAL OR LEGAL PUPOSES



# **The Corporation of the City of Kawartha Lakes**

## **By-Law 2019 -**

### **A By-Law To Amend The Township of Bexley Zoning By-Law No. 93-09 To Rezone Land Within The City Of Kawartha Lakes**

File D06-2019-008, Report PLAN2019-044, respecting Part of Lots 37 and 38, North-West Bay Range, Concession 7, Part 1 on RP57R-7820, and Part 1 on RP57R-6605, geographic Township of Bexley, identified as 22 Bayview Lane and part of 1266 North Bay Drive

#### **Recitals:**

1. Section 34 of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to determine the appropriate zoning categories and provisions assigned to land.
2. Council has received an application to amend the categories and provisions relating to a specific consolidating parcel to rezone for:
  - a) the Rural General (RG) Zone to restrict the use on the lot to residential and related accessory uses; and
  - b) an increase in the maximum lot area requirement for a rural residential lot from 2 hectares to 2.7 hectares.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to rezone the Property.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019-\_\_.**

#### **Section 1:00 Zoning Details**

- 1.01 **Property Affected:** The Property affected by this by-law is described as Part of Lots 37 and 38, North-West Bay Range, Concession 7, Part 1 on RP57R-7820, and Part 1 on RP57R-6605, geographic Township of Bexley, now City of Kawartha Lakes.
- 1.02 **Schedule Amendment:** Schedule A to By-law No. 93-09 of the Township of Bexley is further amended to change the zone category on a portion of the property from the Rural General (RG) Zone to the Rural General Exception Eight (RG-8) Zone, as shown on Schedule A attached to this By-law.
- 1.03 **Textual Amendment:** By-law No. 93-09 of the Township of Bexley is further amended to add the following section to Section 7.3:

“7.3.8. Notwithstanding Subsection 7.2.1.7 article a, on lands zoned RG-8, the maximum lot area shall not exceed 2.7 hectares, and the lot shall be in used in accordance with Sections 10.1 and 10.2.

#### **Section 2:00 Effective Date**

- 2.01 **Effective Date:** This By-law shall come into force and take effect on the date it is finally passed, subject to the provisions of Section 34 of the Planning Act R.S.O. 1990, c.P.13.

By-law read a first, second and third time, and finally passed, this **\*\* day of \*\*\*, 2019.**

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

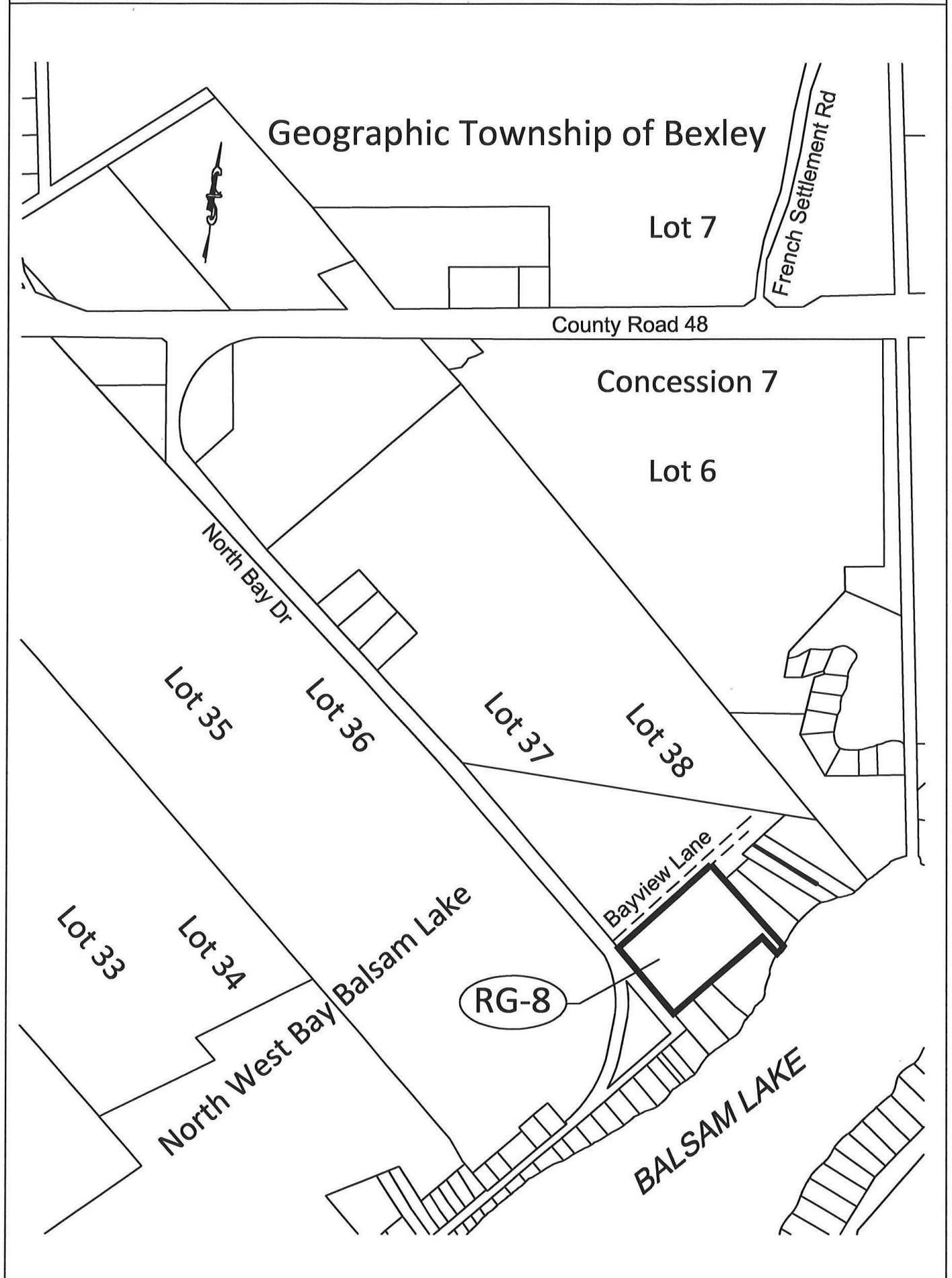
THE CORPORATION OF THE CITY OF  
**KAWARTHA LAKES**

THIS IS SCHEDULE 'A' TO BY-LAW \_\_\_\_\_ PASSED

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.

MAYOR \_\_\_\_\_

CITY CLERK \_\_\_\_\_



# **The Corporation of the City of Kawartha Lakes**

## **Planning Advisory Committee Report**

**Report Number PLAN2019-045**

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**Date:** August 7, 2019

**Time:** 1:00 p.m.

**Place:** Victoria Room

**Regular Meeting**

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**Ward Community Identifier:** 8 - Emily

**Title:** An application to amend the Township of Emily Zoning By-law 1996-30

**Description:** To change the Community Facility Exception One (CF-1) Zone to a Rural Residential Type Three Exception Thirteen (RR3-13) Zone to permit a residential use on a portion of the subject land and to rezone the balance of the subject land to an Environmental Protection (EP) Zone on the subject property identified as 19 Cardinal Road (Dalrymple)

**Author and Title:** Mark LaHay, Planner II

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### **Recommendation(s):**

**That** Report PLAN2019-045, respecting Block C, Plan 466, geographic Township of Emily, City of Kawartha Lakes, Application No. D06-2019-005, be received; and

**That** a Zoning By-law, respecting application D06-2019-005, substantially in the form attached as Appendix 'D' to Report PLAN2019-045 be approved for adoption by Council; and

**That** Council adopt the Zoning By-law, respecting application D06-2019-005, following receipt of the required cash-in-lieu of parkland contribution; and

**That** the Mayor and Clerk be authorized to execute any documents and agreements required by the approval of this application.

**Department Head:**

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**Legal/Other:**

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**Chief Administrative Officer:**

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## **Background:**

The statutory public meeting was held by the Planning Advisory Committee on April 10, 2019, which adopted the following recommendation:

### **PAC2019-027**

**Moved By** Councillor Veale

**Seconded By** T. Smith

**That** Report PLAN2019-023, respecting Block C, Plan 466, geographic Township of Emily, City of Kawartha Lakes, Application No. D06-2019-005, be received; and

**That** Zoning By-law Amendment Application D06-2019-005, Block C, Plan 466 geographic Township of Emily, City of Kawartha Lakes, be referred back to staff for further review and processing until such time that all comments have been received from all circulated Agencies and any other concerns or issues have been addressed.

**Carried**

At the Council Meeting of April 23, 2019, Council adopted the following resolution:

### **CR2019-279**

**Moved By** Councillor O'Reilly

**Seconded By** Councillor Veale

**That** the Minutes of the April 10, 2019 Planning Advisory Committee Meeting be received and the recommendations, included in section 13.1 of the Agenda, be adopted.

**Carried**

This report addresses that direction.

The applicant has submitted a rezoning application to change the Community Facility Exception One (CF-1) Zone to an appropriate Rural Residential Type Three (RR3-\*) Exception Zone to permit a residential use on the northwestern portion of the property and rezone the balance of subject property to an Environmental Protection (EP) Zone to protect the wetland area from development.

Owner: David Robert Dalrymple

Applicant: Dan Stone, Thorstone Consulting Services Inc.

Legal Description: Block C, Plan 466, geographic Township of Emily

Official Plan:	Waterfront and Environmental Protection in the City of Kawartha Lakes Official Plan with Provincially Significant Wetlands (PSW) Natural Heritage Feature in the City of Kawartha Lakes Official Plan
Zone:	Community Facility Exception One (CF-1) Zone in the Township of Emily Zoning By-law 1996-30, as amended
Site Size:	1.30 ha. (3.220 acres - MPAC)
Site Servicing:	Municipal Water and Private Septic System proposed
Existing Uses:	Vacant land with in-ground swimming pool to be demolished
Adjacent Uses:	North: Cardinal Road/ Agricultural and Rural Residential South: Environmental Protection/Wetland(PSW)/Pigeon Lake East: Boundary Road/Rural/Aggregate Pit West: Rural Residential/Marilyn Crescent

### **Rationale:**

The subject property is located within an existing rural residential subdivision within a Waterfront designated community, which is situated adjacent to Pigeon Lake. The subject land contains an abandoned outdoor in-ground swimming pool near the westerly lot line, which is proposed to be decommissioned and filled in with the balance of the subject property being vacant. The current owner who purchased the property in 2016 proposes to rezone the northwestern portion of the property to change the previous community facility use to permit a single detached dwelling along with permitted residential accessory uses and rezone the balance of the property to not permit development within the environmentally protected area, which is composed of wetland and woodland.

The applicant has submitted the following documents and plans in support of the application, which have been circulated to various City Departments and commenting Agencies for review:

1. Zoning By-law Amendment Application received January 7, 2019.
2. Planning Letter Brief prepared by Thorstone Consulting Services, dated October 26, 2018.
3. Supplementary Letter prepared by Thorstone Consulting Services, dated January 7, 2019 with additional information with respect to proposed sewage system design, MDS calculations, revised development plan concept and Archeological Assessment work to be completed.
4. Revised Conceptual Development Plan and Proposed Zoning prepared by Thorstone Consulting Services, revised December 12, 2018.

5. Letter of Opinion/Report prepared by Terrastory Environmental Consulting Inc., dated October 15, 2018 in relation to potential natural heritage impacts associated with the proposed development.
6. Site Plan Sewage System Concept Plan prepared by D.N.J. Designs received January 7, 2019.
7. Revised Conceptual Development Plan and Proposed Zoning prepared by Thorstone Consulting Services, revised April 29, 2019.
8. Revised Site Plan Sewage System Concept Plan prepared by D.N.J. Designs received April 30, 2019.
9. Stage 1 and 2 Archaeological Assessment prepared by Northeastern Archaeological Associates Limited, dated May 13, 2019.
10. Reasonable Use Policy (nitrate attenuation) Assessment prepared by Azimuth Environmental Consulting Inc., dated May 2019.

Supporting documentation was circulated to the applicable Agencies and City Divisions for review and comment. Staff has reviewed the Planning Brief in support of the proposed amendment and generally accepts the planning rationale given. Staff has evaluated the proposal taking into account the applicable policy objectives together with any other further responses from other City Departments and/or commenting Agencies.

## **Provincial Policies:**

### **Growth Plan for the Greater Golden Horseshoe, 2017:**

The Growth Plan provides policies for managing growth and development while supporting economic prosperity, protecting the environment and helping communities achieve a high quality of life. Section 2.2.1 d) directs development to settlement areas except where policies permit otherwise, and Section 2.2.1 e) generally direct development away from hazardous lands. Within rural areas, subject to the policies of Section 4, Section 2.2.9.3 permits development outside of settlement areas on rural lands provided the uses are compatible with the rural landscape and surrounding local land uses; will be sustained by rural service levels; and, will not adversely affect the protection of agricultural uses and other resource based uses such as mineral aggregate operations.

The subject land is within the Natural Heritage System according to Provincial mapping, which illustrates the property is traversed by provincially significant wetland, significant woodland and fish habitat. Relevant 2017 Growth Plan policies from Sections 4.2.2, 4.2.3 and 4.2.4 apply, which include provisions to protect key natural heritage and hydrologic features, maintain connectivity between such features, limit the amount of total developable area disturbance and identify a vegetation protection zone surrounding these features. The Environmental Letter of Opinion submitted with the application outlines a number of recommended mitigation measures to protect the natural features and address

the natural heritage provisions of the Growth Plan and other policy documents. These include: excluding development activities within the 30 metre vegetation protection zone to protect the Provincially Significant Wetland (PSW); limiting the total area of disturbance and impervious surfaces within the development area; ensuring that all necessary vegetation removal is completed outside primary bird nesting periods; ensuring the pool is filled outside of the primary turtle activity season; utilizing low impact development (LID) design elements to minimize changes to post development water balance of the site and adjacent PSW; erosion and sediment and spills control; provision for native plantings, etc.

In consideration of the above and having reviewed comments received from the Otonabee Region Conservation Authority, Staff are satisfied that this application demonstrates conformity with the policies of the Growth Plan.

### **Provincial Policy Statement, 2014 (PPS):**

The Provincial Policy Statement provides for appropriate development while protecting resources of provincial interest, public health and safety, and the quality of the natural environment.

Section 1.1.4, Rural Areas in Municipalities, recognizes the importance of rural lands, natural heritage features and areas and other resource areas and building upon rural character and leveraging rural amenities and assets.

Section 1.1.5 of the PPS provides policy with respect to rural lands and permitted uses, which include resource-based recreational uses (including recreational dwellings) and limited residential development which is compatible with the rural landscape and can be sustained by rural service levels.

Section 2.1 of the PPS provides policy with respect to the Wise Use and Management of Resources to protect Natural Heritage features, which does not permit development in significant natural heritage features nor within the habitat of endangered species and threatened species. The Otonabee Region Conservation Authority (ORCA) created a Terms of Reference for an Environmental Study which is required to demonstrate that the proposed application would not result in negative impacts to the natural environment. Based on this, the submitted Environmental Letter of Opinion was circulated to ORCA.

Section 2.6 pertaining to cultural heritage and archaeology does not permit development or site alteration on lands containing archaeological resources or areas of archaeological potential unless significant resources have been conserved. The retained Archaeological Consultant has completed the necessary field work in conjunction with a Curve Lake First Nation Liaison to file the Stage 1 and Stage 2 Archaeological Assessment with the Ministry of Tourism, Culture and Sport. The Stage 1 and Stage 2 Archaeological Assessment did not result in the discovery of any material of cultural significance and therefore it was recommended that no further assessment is required.

Section 3.1 of the PPS provides policies for protecting public health and safety by directing development away from hazardous lands and sites that may be subject to flooding and/or erosion or human-made hazards. Almost the entire property is within the regulated area of ORCA. The Conservation Authority permitting policies direct development outside of flood hazards.

The submitted Environmental Letter of Opinion outlines a number of recommended mitigation measures to address the natural heritage provisions of the PPS.

In consideration of the above and having reviewed comments received from the Otonabee Region Conservation Authority, Staff are satisfied that this application demonstrates consistency with the PPS.

### **Official Plan Conformity:**

The property is designated “Waterfront” with the exception of the southeast side of the property, which is designated “Environmental Protection” in the City of Kawartha Lakes Official Plan (CLKOP). A Provincially Significant Wetland (Ennismore No. 9) Natural Heritage Feature is mapped on the Environmental Protection designated portion and on adjacent lands to the south of the subject property. The Waterfront land use designation provides for low density seasonal and permanent residential uses and accessory uses adjacent to lakes.

The natural heritage policies of the CLKOP in Section 3.5 apply. This includes prohibiting development and site alteration within a Provincially Significant Wetland (PSW), the preparation of an Environmental Impact Study (EIS) for development and site alteration within 120 m. of a wetland and fish habitat, that applications for development and/or site alteration within significant habitat of Threatened and Endangered species will be subject to the discretion of the Ministry of Natural Resources and Forestry, and development and/or site alteration within or adjacent to significant wildlife habitat may only be permitted subject to an EIS demonstrating no negative impacts to the natural features or their ecological functions.

The submitted Environmental Letter of Opinion outlines a number of recommended mitigation measures to address the natural heritage policies within the CLKOP, which will protect the natural heritage features by excluding site alteration and development activities within the PSW and 30 metre Vegetation Protection Zone.

As identified during preconsultation and as outlined in Section 34.13 of the CLKOP, cash-in-lieu of parkland dedication equivalent to 5 percent for residential development or redevelopment shall be taken. It is acknowledged that the property owner thorough his agent is undertaking to obtain the necessary appraisal of the property to fulfill this requirement and Staff recommend that

Council not adopt the proposed Zoning By-law Amendment until after the appropriate cash-in-lieu of parkland amount has been accepted and received.

Staff has reviewed comments from the Otonabee Region Conservation Authority and the recommendations outlined in the Terrastory Natural Heritage Letter of Opinion and are satisfied that this application demonstrates conformity with the CKLOP.

### **Zoning By-law Compliance:**

The property is zoned “Community Facility Exception One (CF-1) Zone” in the Township of Emily Zoning By-law 1996-30, as amended. The CF-1 Zone only permits a public or private park with no buildings or structures other than picnic shelters, gazebos and docks, which are not fully enclosed, playground equipment, a storage shed with a maximum floor area of 10 square metres and two change rooms, with no plumbing or washroom facilities, having a maximum total floor area of 25 square metres. As residential uses are not permitted, a rezoning is required. The effect of the zoning amendment is to permit a portion of the land to be used for a single residential dwelling and associated accessory uses with appropriate development standards and to rezone the balance of the subject land to an appropriate Environmental Protection (EP) Zone inclusive of a 30 metre setback to not permit development within the wetland area to be protected.

### **Other Alternatives Considered:**

No alternatives have been considered at this time.

### **Financial/Operation Impacts:**

There are no financial considerations unless Council's decision is appealed to the Local Planning Appeal Tribunal. In the event of an appeal, there would be costs, some of which may be recovered from the applicant.

### **Relationship of Recommendation(s) to the 2016-2019 Strategic Plan:**

The Council Adopted Strategic Plan identifies these Strategic Goals:

- A Vibrant and Growing Economy
- An Exceptional Quality of Life
- A Healthy Environment

This application appears to align with the exceptional quality of life and healthy environment strategic goals as it increases the supply of affordable housing to attract new residents in the City of Kawartha Lakes and provides protection to the environmental sensitive features on the subject land.

## **Servicing Comments:**

The lot is proposed to be serviced by a municipal water supply and a private septic system. Additional information contained in a Reasonable Use Policy Assessment was reviewed by the Building Division, Part 8 Sewage System Program to properly evaluate the proposed septic system design for the potential development with a single detached dwelling. This assessment demonstrates the proposed development will allow for nitrate attenuation prior to the property line and that there will be no negative effects to groundwater sources.

## **Consultations:**

Notice of this application was circulated to persons within a 500 metre radius, agencies, and City Departments which may have an interest in the application. A statutory public meeting was held on April 10, 2019. At the public meeting, the agent for the owner provided additional information and clarification regarding the application. The owner of 17 Cardinal Road was present to speak and the property owner was also present to speak regarding the application. As of the writing of this report, staff has received the following comments:

## **Public Comments:**

On April 1, 2019 and April 5, 2019, written public comments were received by the residents of 13 and 15 Cardinal Road, respectively. The owner of 13 Cardinal Road advised that the owner of 15 Cardinal Road has been maintaining the grounds for the last 17 years and they both would like to continue to be able to use the driveway to access their backyards and questioned whether they had adverse possession rights. In addition, the owner of 15 Cardinal Road, who indicated the property has not been used for recreational purposes for over 10 years, had concerns with the proposed residential use on the wildlife that inhabit the property, including different types of turtles that lay eggs each spring in the sand within the proposed building area as well as potential negative effects on adjacent property values, restricted view and privacy concerns. The owner of 17 Cardinal Road asked for further information regarding the proposal including a copy of the Environmental Report and ORCA comments when they are available. At the Public Meeting, he also noted his concerns with the receipt of the official notice, and at this time, he wasn't in a position to elaborate his views but noted that he was satisfied that things were moving in the right direction with the application.

At the Public Meeting, the subject property owner advised that while common ownership of the property had occurred in the past, the property has been in private ownership since 2013. He stated in its existing state, a significant number of trespassers have damaged the property, and that this application intends to clean up the site, provide greater control over appropriate land access to the lot, and provide protection to the environmental features of the property.

### **Agency Comments:**

On March 19, 2019, the Community Services Department advised that they have no concerns with the application.

On March 19, 2019, the Engineering and Corporate Assets Department advised that they have no objection to the proposed application and recommended a Municipal Service Connection Application and a Legal and Topographic Survey confirming the proposed location of the driveway and the existing and proposed location(s) of the municipal water service will help facilitate the zoning by-law amendment. Engineering has previously advised the existing municipal water system has capacity for this property as it exists today. There is a requirement to ensure the decommissioning of the existing water service to the abandoned pool and establish a new connection to the proposed house. This process is facilitated through the Municipal Service Connection process, which is typically implemented through the building permit stage. In addition, any requirements for an entrance will have to follow the City's by-law and any requirements for grading and drainage will be confirmed through the Building Division review.

On March 20, 2019, the Building Division advised that they require a demolition permit for the in-ground pool.

On March 21, 2019, the Agriculture Development Officer advised that a partial Minimum Distance Separation (MSD II) report was completed with the submission indicating distances to two nearby barns but not a MDS I calculation. Planning Staff note that the Township of Emily Zoning By-law has a provision that exempts existing lots which are less than 4 ha. in area from the technical provisions of MDS I.

On March 27, 2019, Enbridge Gas advised they have no objection to the proposed application.

On March 29, 2019, the Economic Development Division advised they have no comments.

On March 29, 2019, the Part 8 Sewage Systems Supervisor advised that in order to complete the review of the proposed zoning by-law amendment, a lot survey will need to be completed that indicates the location of the sewage system within the allowable boundaries of the RR3 zoning. A Hydrogeological Brief will be required to discuss the impact of the construction of a sewage system to service this property as it relates to nitrate attenuation for the development and the existing subdivision.

On April 4, 2019, Curve Lake First Nation requested to have an Archaeological Assessment completed for the property and to have a Curve Lake First Nation Cultural Heritage Liaison on site for the Archaeological Assessment.

On April 15, 2019, Otonabee Region Conservation Authority (ORCA) advised that existing mapping indicates the proposed area for development is not within the floodplain and therefore conforms with Section 3.1 of the PPS related to Natural Hazards. As Provincial mapping indicates the subject property is within the Natural Heritage System with Significant Woodland and Provincially Significant Wetland, a Natural Heritage Evaluation (NHE) was completed by Terrastory Environmental Consulting in support of the development to demonstrate there are no negative impacts to key natural heritage features as required by Sections 2.1 and 2.2 of the PPS and Sections 4.2.3 and 4.2.4 of the Growth Plan.

Upon review of the above, ORCA required that all components of the development, including the sewage system be superimposed on the site plan to demonstrate a 30 metre setback to the boundaries of the identified key natural heritage features is maintained. In addition, ORCA recommended that the 30 metre Vegetation Protection Zone (VPZ) be included in the rezoning of the balance of the property to Environmental Protection (EP) along with ensuring the development adheres to the recommendations outlined in the Terrastory Natural Heritage Letter of Opinion. Furthermore, it was recommended that the applicant should contact provincial staff with respect to regulatory policy associated with the existing turtles prior to filling in the pool. As the entire property is regulated, a permit is required from ORCA prior to any site alteration or development. ORCA also confirmed the subject land is not within an area subject to policies of the Trent Source Protection Plan (SPP).

On May 10, 2019, ORCA advised that they reviewed a revised Conceptual Development Plan and Zoning for the subject land, prepared by Thorstone Consulting Services, dated April 29, 2019 and confirmed that their previous comments to include all necessary development within the available building envelope, have been addressed. ORCA indicated that the revised plan verifies the proposed single detached dwelling and associated septic system will maintain the necessary 30 metre setback from the wetland feature.

On May 23, 2019, the Part 8 Sewage Systems Supervisor advised that a Reasonable Use Policy Assessment was received completed by Azimuth Environmental Consulting Inc., dated May 2019. The report completes an evaluation of the above-noted property for the potential development with a single detached dwelling. The evaluation indicates that residential development up to a total daily sewage flow of 3000 Litres/day will allow for nitrate attenuation prior to the property line. The report also indicates that there will be no negative effects to groundwater sources. As such, the Building Division - Sewage System Program has no objection to the proposed zoning amendment.

On May 27, 2019, the Ministry of Tourism, Culture and Sport advised that the Stage 1 and 2 Archaeological Assessment prepared by Northeastern Archaeological Associates Ltd., dated May 14, 2019 had been entered into the Ontario Public Register of Archaeological Reports.

## Development Services – Planning Division Comments:

The application for Zoning By-law Amendment appears to demonstrate consistency with the Provincial Policy Statement and conformity to the Growth Plan and CKLOP. Comments have been received from all applicable circulated agencies and City Departments. The proposed Zoning By-law amendment will appropriately facilitate a residential use on a portion of the property and the balance of the property will be zoned to not permit development in the environmentally protected (EP zone) area which includes a 30 metre setback from the wetland feature to satisfy ORCA.

## Conclusion:

In consideration of the comments received and the previously identified issues that have been addressed, and provided there are no further issues or concerns raised, Staff respectfully recommend that the proposed Zoning By-law Amendment application be referred to Council for APPROVAL.

## Attachments:

The following attached documents may include scanned images of appendices, maps, and photographs. If you require an alternative format, please call Mark LaHay, Planner II, (705) 324-9411 ext. 1324.



Appendix 'A'  
PLAN2019-045.pdf



Appendix 'B'  
PLAN2019-045.pdf



Appendix 'C'  
PLAN2019-045.pdf



Appendix 'D'  
PLAN2019-045.pdf

Appendix 'A' – Location Map

Appendix 'B' – Aerial Photograph

Appendix 'C' – Concept Rezoning Sketch illustrating proposed building envelope  
and 30 metre setback from wetland area within EP zone

Appendix 'D' – Draft Zoning By-law Amendment

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**Department Head E-Mail:** [cmarshall@kawarthalakes.ca](mailto:cmarshall@kawarthalakes.ca)

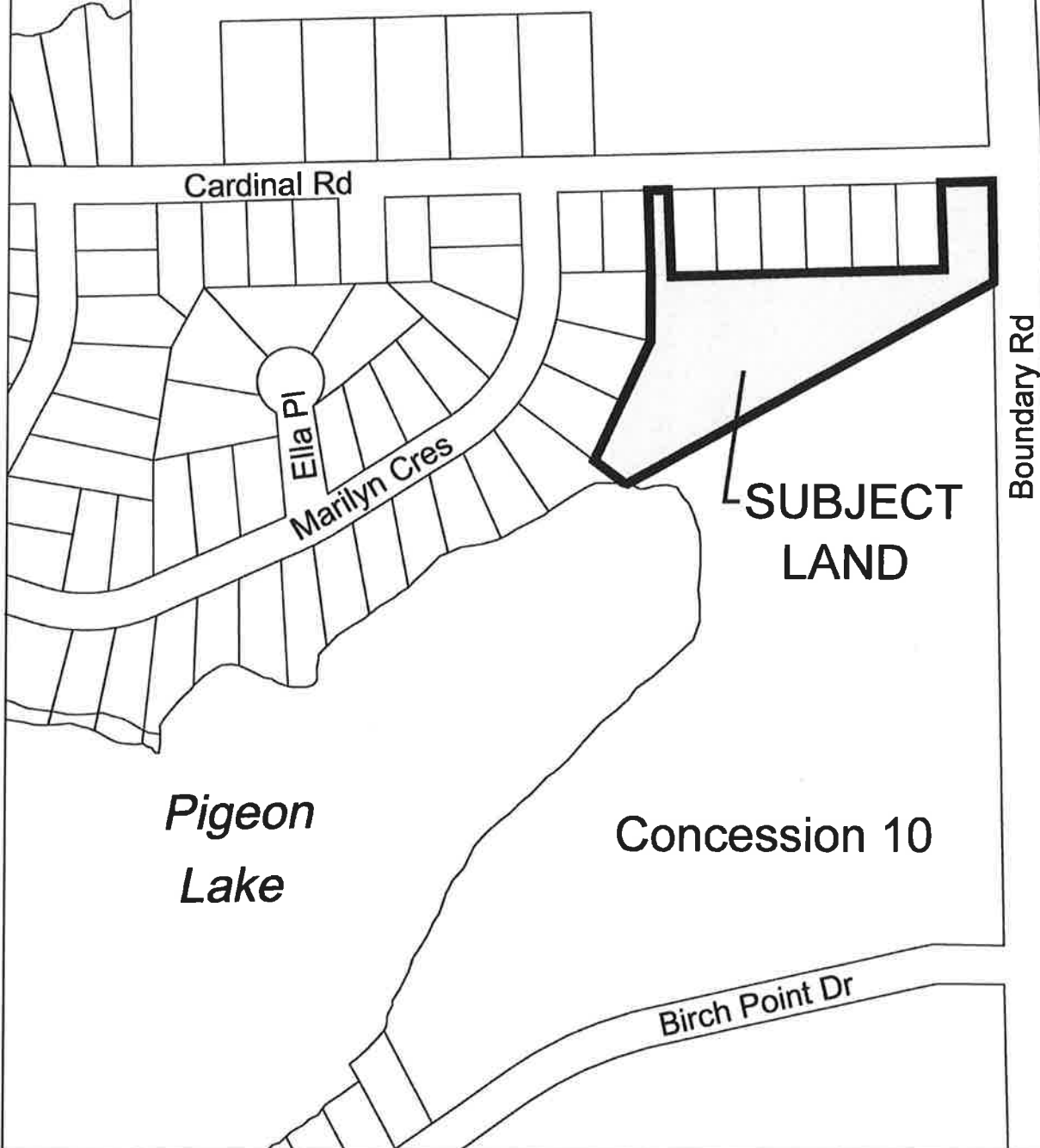
**Department Head:** Chris Marshall

**Department File:** D06-2019-005

APPENDIX " A "  
to  
REPORT PLAN2019-045  
FILE NO. D06-2019-005

# Geographic Township of Emily

Concession 11  
Lot 23



# 19 Cardinal Road, geographic Township of Emily



## Legend

- PSW\_Wetlands\_LIO\_AgSysG
- Property ROLL#
- Lots and Concessions
- Road Centreline
- Upper Municipalities
- Lower Tier Municipalities
- ORCA Regulated Areas

APPENDIX " B "

to

REPORT PLAN 2019-045

FILE NO. D06-2019-005

## Notes

0.23

Kilometers

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© City Of Kawartha Lakes



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THIS MAP IS NOT TO BE USED FOR COMMERCIAL OR LEGAL PUPOSES



**The Corporation of the City of Kawartha Lakes** REPORT PLAN2019-045**By-Law 2019 -**FILE NO. D06-2019-005**A By-Law To Amend The Township of Emily Zoning By-Law No. 1996-30 To Rezone Land Within The City Of Kawartha Lakes**

[File D06-2019-005, Report PLAN2019-023 and PLAN2019-045, respecting Block C, Plan 466, geographic Township of Emily, identified as 19 Cardinal Road – Dalrymple]

**Recitals:**

1. Section 34 of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to determine the appropriate zoning categories and provisions assigned to land.
2. Council has received an application to amend the categories and provisions relating to a specific parcel of land to permit a residential detached dwelling and associated accessory uses on a portion of the subject land and rezone the balance of the subject land to not permit development within the environmentally protected area.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to rezone the Property.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2019-\_\_.**

**Section 1:00 Zoning Details**

- 1.01 **Property Affected:** The Property affected by this by-law is described as Block C, Plan 466, geographic Township of Emily, City of Kawartha Lakes.
- 1.02 **Textual Amendment:** By-law No. 1996-30 of the Township of Emily is further amended to add the following section to Section 12.3:
  - 12.3.13 **RURAL RESIDENTIAL TYPE THREE EXCEPTION THIRTEEN (RR3-13) ZONE**
    - 12.3.13.1 Notwithstanding Part 2 – Definition for Lot Area and Sections 3.1.2, 3.13, 3.18.1.1 and 12.2, lands zoned "RR3-13" shall also be subject to the following provisions:
      - (a) Lot Frontage (min.) along Cardinal Road 10.3 m
      - (c) Minimum setback for buildings and structures from lands zoned "EP" 0 m
      - (c) The zone boundary between the "RR3-13" and "EP" zones shall be

considered a lot line for the purposes of interpreting and applying the “zone” and “general provisions” of the By-law.

- 1.03 **Schedule Amendment:** Schedule ‘A’ to By-law No. 1996-30 of the Township of Emily is further amended to change the zone category from the Community Facility Exception One (CF-1) Zone to the Rural Residential Type Three Exception Thirteen (RR3-13) Zone and to the Environmental Protection (EP) Zone for the land referred to as ‘RR3-13’ and ‘EP’, as shown on Schedule ‘A’ attached to this By-law.

## **Section 2:00      Effective Date**

- 2.01 **Effective Date:** This By-law shall come into force and take effect on the date it is finally passed, subject to the provisions of Section 34 of the Planning Act R.S.O. 1990, c.P.13.

By-law read a first, second and third time, and finally passed, this \*\* day of \*\*\*, 2019.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

THE CORPORATION OF THE CITY OF

## KAWARTHA LAKES

THIS IS SCHEDULE 'A' TO BY-LAW \_\_\_\_\_ PASSED

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.

MAYOR \_\_\_\_\_

CITY CLERK \_\_\_\_\_

### Geographic Township of Emily

Concession 11

Lot 23

Cardinal Rd

Marilyn Cres

EP

RR3-13

Pigeon  
Lake

Concession 10

Boundary Rd

Township of Selwyn

# **The Corporation of the City of Kawartha Lakes**

## **Planning Advisory Committee Report**

**Report Number ENG2019-016**

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**Date:** August 7<sup>th</sup>, 2019

**Time:** 1:00 p.m.

**Place:** Victoria Room

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**Ward Community Identifier:** All

**Title:** Municipal Infrastructure Design Guidelines – Annual Update

**Author and Title:** Christina Sisson, Supervisor, Development Engineering

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### **Recommendations:**

**That** Report ENG2019-016, **Municipal Infrastructure Design Guidelines – Annual Update**, be received;

**That** Staff replace the current 23.0 metre rural right-of-way cross-section with the proposed 20.0 metre rural right-of-way on the City's website to better reflect the City's requirements in the rural area; and

**That** Staff be directed to continue to monitor for any communication improvements and for any current legislative or regulatory enhancements requiring updates to the existing guidelines on the City's website.

**Department Head:**\_\_\_\_\_

**Financial/Legal/HR/Other:**\_\_\_\_\_

**Chief Administrative Officer:**\_\_\_\_\_

## **Background:**

Further to report ENG2017-007 - Municipal Infrastructure Guidelines 2017, ENG2018-016 – Municipal Infrastructure Design Guidelines Update, and Staff's commitment to an annual review of the guidelines, the Development Engineering division has reviewed the existing infrastructure guidelines for potential updates.

## **Rationale:**

There are no regulatory or legislative changes that have occurred in the last year to be reflected in the existing guidelines.

Through contact with Communications, we have confirmed 16,627 reviews of the City's Planning and Development website location since August 2018. In addition, through pre-consultations, design submissions, and inquiries, we have provided linkage to our City website and the specific guidelines for use by consultants in various fields supporting development.

One area that has garnered some concern is rural development when the approved right-of-way is 23.0 metres, attached as Appendix 'A'. This cross-section was developed approximately ten years ago to accommodate the utilities within the City's road right-of-way, specifically, hydro and natural gas. In order to accommodate the rural drainage (ditches) and incorporate the utilities a minimum of 3.0 metres was requested in addition to the 20.0 metre typical municipal right-of-way.

Through the planning process, utilities are circulated and any requirements for services are reviewed and conditions supplied by the utilities directly. Whatever the utilities require is incorporated into the individual engineering designs (i.e. easements, etc.).

According to consultants representing rural property owners and potential developers, this requirement for a 23.0 metre right-of-way has been viewed as excessive, especially as the standard City rural right-of-way is typically 20.0 metres. In addition, the property owner may not have full access to the entire length of road to provide the additional widening.

Therefore, the City is recommending the proposed 20.0 metre rural cross-section, attached as Appendix 'B' to replace the current 23.0 metre version on the City's website.

To further meet the municipal and provincial requirements for environmental, low impact development initiatives and water balance for new development, the proposed cross-section is provided for insertion on the City's website to provide guidance to designers for more sustainable infrastructure. The City's goals for low impact development have been outlined and this proposed cross-section

provides for additional guidance to meeting the environmental requirements. This cross-section attached as Appendix 'C' will support designers and provide some initiative to other alternatives.

Therefore, reviewing the guidelines on an annual basis provides the opportunity to highlight any revisions required and any benefits arising from the guidelines.

### **Other Alternatives Considered:**

Council could choose to continue with the status quo and maintain the existing guidelines without any additional review. This would not represent current and continuous support for the growth and development forecasted for the City. The City is committed to continuous process improvement.

### **Financial/Operation Impacts:**

By having the City take an active role in reviewing infrastructure guidelines across the province and reviewing Ontario Provincial Standard Specification (OPSS) and regulatory updates, the City maintains current and applicable guidelines and reduces the number of re-submissions required to ensure the engineering designs submitted meet the current standards (i.e. better customer service).

### **Relationship of Recommendations to the 2016-2019 Strategic Plan:**

All development is intended to support all three goals of the Council Adopted Strategic Plan – a Vibrant and Growing Economy, an Exceptional Quality of Life, and a Healthy Environment. Development of municipal infrastructure must meet the City's requirements to be sustainable, accessible, and compliant with all regulatory and environmental standards. The engineering review of infrastructure design supports the Strategic Objectives and Actions contained in the plan through review for a stronger and more diversified economy, improved walkability and accessibility, and protection and enhancement of water quality. In addition, the shared working knowledge of the engineering review of both the development applications and the capital program provides for consistent standard work and customer service.

### **Review of Accessibility Implications of Any Development or Policy:**

Accessibility is an integral component of the City's infrastructure design guidelines.

## **Servicing Implications:**

The requirements for complete submissions provide the supporting information for capacity reviews for new municipal infrastructure and/or connections to existing municipal infrastructure. Continued review and encouragement of sustainable infrastructure will benefit the designers coming into our community with guidance, will reduce the amount of infrastructure being proposed and installed, and will better the environment (phosphorus reduction, water balance, safety measures, etc.).

## **Consultations:**

Communications

Engineering Companies

Planning Firms

Ministry of Environment, Conservation and Parks

## **Attachments:**

Appendix 'A' – 23.0 metre Right-of-Way



Appendix 'A'  
CKL-407-2017-11 x 1

Appendix 'B' – 20.0 metre Right-of-Way



Appendix 'B' 20M  
RURAL ROW 11 x 17

Appendix 'C' – Low Impact Development Right-of-Way

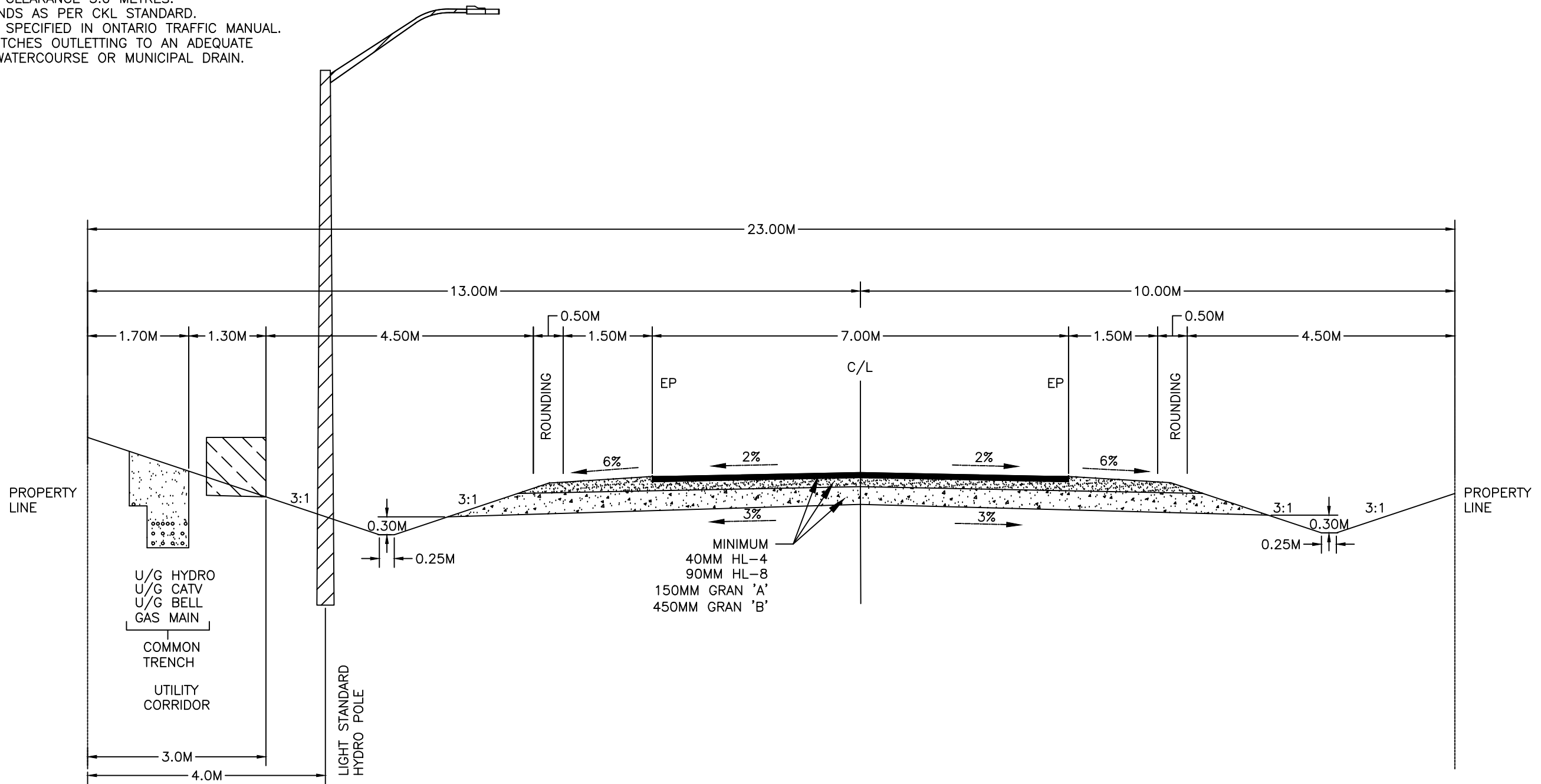


Appendix 'C'  
CKL-LID-11x17 SW1S

**Department Head E-Mail: [jrojas@kawarthalakes.ca](mailto:jrojas@kawarthalakes.ca)**

**Department Head: Juan Rojas**

- MINIMUM STANDARD:
1. RIGHT OF WAY WIDTH 23.0 METRES.
  2. MAXIMUM GRADE 6 %.
  3. MINIMUM NUMBER OF LANES 2.
  4. LANE WIDTH 3.5 METRES.
  5. SHOULDER WIDTH 1.5 METRES.
  6. HORIZONTAL CLEARANCE 3.0 METRES.
  7. TURN AROUNDS AS PER CKL STANDARD.
  8. SIGNAGE AS SPECIFIED IN ONTARIO TRAFFIC MANUAL.
  9. DRAINAGE DITCHES OUTLETING TO AN ADEQUATE RECEIVING WATERCOURSE OR MUNICIPAL DRAIN.



- NOTES:
1. ROAD DESIGN MUST COMPLY WITH MTO STANDARDS AND APPROPRIATE CKL CROSS SECTION. REFERENCE THE TAC MANUAL AND CKL ROADS INFRASTRUCTURE GUIDELINES FOR STANDARDS.
  2. GRANULAR ROAD BASE TO BE COMPACTED TO 100% S.P.D.
  3. DEVIATIONS FROM THE MINIMUM STANDARD MAY BE APPROVED BY THE DIRECTOR WHERE THE DEVIATION WILL NOT RESULT IN ANY SIGNIFICANT LOSS OF SAFETY OR INCREASED MAINTENANCE COSTS TO THE MUNICIPALITY.
  4. DITCHES & BOULEVARD AREAS TO RECEIVE 150mm TOPSOIL AND NUMBER 1 NURSERY SOD.

23 METRE RURAL LOCAL ROW

REVISIONS			
NO	COMMENTS	DATE	BY

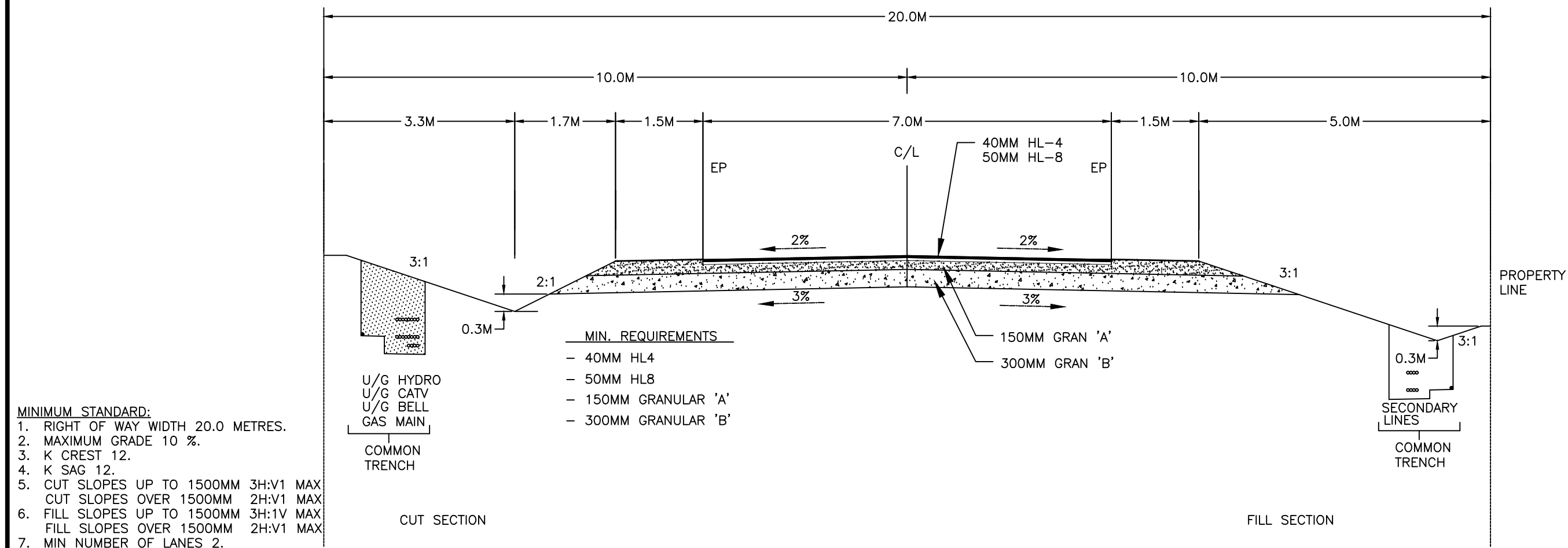
CITY OF KAWARTHA LAKES APPROVAL	
SUBMITTED TO PLANNING COMMITTEE	DATE
SUBMITTED TO COUNCIL	DATE
46	

CITY OF KAWARTHA LAKES ENGINEERING AND CORPORATE ASSETS		
12 PEEL ST., Box 9000, LINDSAY ON. K9V 3L8, (705) 324-9411		
DRAWN BY: JN	CHECKED BY: CS	DATE: 01/17/2018
APPROVED BY:		DATE:



CONTRACT NO:
SCALE: 1:75
PAGE 1 OF 1
DRAWING NO. CKL - 407

20.0 METRE RIGHT OF WAY  
RURAL LOCAL CROSS SECTION



- MINIMUM STANDARD:**
- RIGHT OF WAY WIDTH 20.0 METRES.
  - MAXIMUM GRADE 10 %.
  - K CREST 12.
  - K SAG 12.
  - CUT SLOPES UP TO 1500MM 3H:V1 MAX
  - CUT SLOPES OVER 1500MM 2H:V1 MAX
  - FILL SLOPES UP TO 1500MM 3H:1V MAX
  - FILL SLOPES OVER 1500MM 2H:V1 MAX
  - MIN NUMBER OF LANES 2.
  - LANE WIDTH 3.5 METRES.
  - SHOULDER WIDTH 1.5 METRES.
  - HORIZONTAL CLEARANCE 3.0 METRES.
  - TURN AROUNDS AS PER CKL STANDARD.
  - SIGNAGE AS SPECIFIED IN ONTARIO TRAFFIC MANUAL.
  - DRAINAGE DITCHES OUTLETING TO AN ADEQUATE RECEIVING WATERCOURSE OR MUNICIPAL DRAIN.

- NOTES:**
- ROAD PROFILE DESIGN MUST COMPLY WITH MTO STANDARDS. REFERENCE THE TAC MANUAL FOR STANDARDS.
  - GRANULAR ROAD BASE TO BE COMPACTED TO 100% S.P.D.
  - DEVIATIONS FROM THE MINIMUM STANDARD MAY BE APPROVED BY THE DIRECTOR WHERE THE DEVIATION WILL NOT RESULT IN ANY SIGNIFICANT LOSS OF SAFETY OR INCREASED MAINTENANCE COSTS TO THE MUNICIPALITY.
  - DITCHES & BOULEVARD AREAS TO RECEIVE 100mm TOPSOIL AND SEED & MULCH OR SOD.

TYPICAL RURAL ROAD CROSS SECTION  
7.0 METRE PAVEMENT WIDTH  
20.0 METRE ROW  
DRAFT

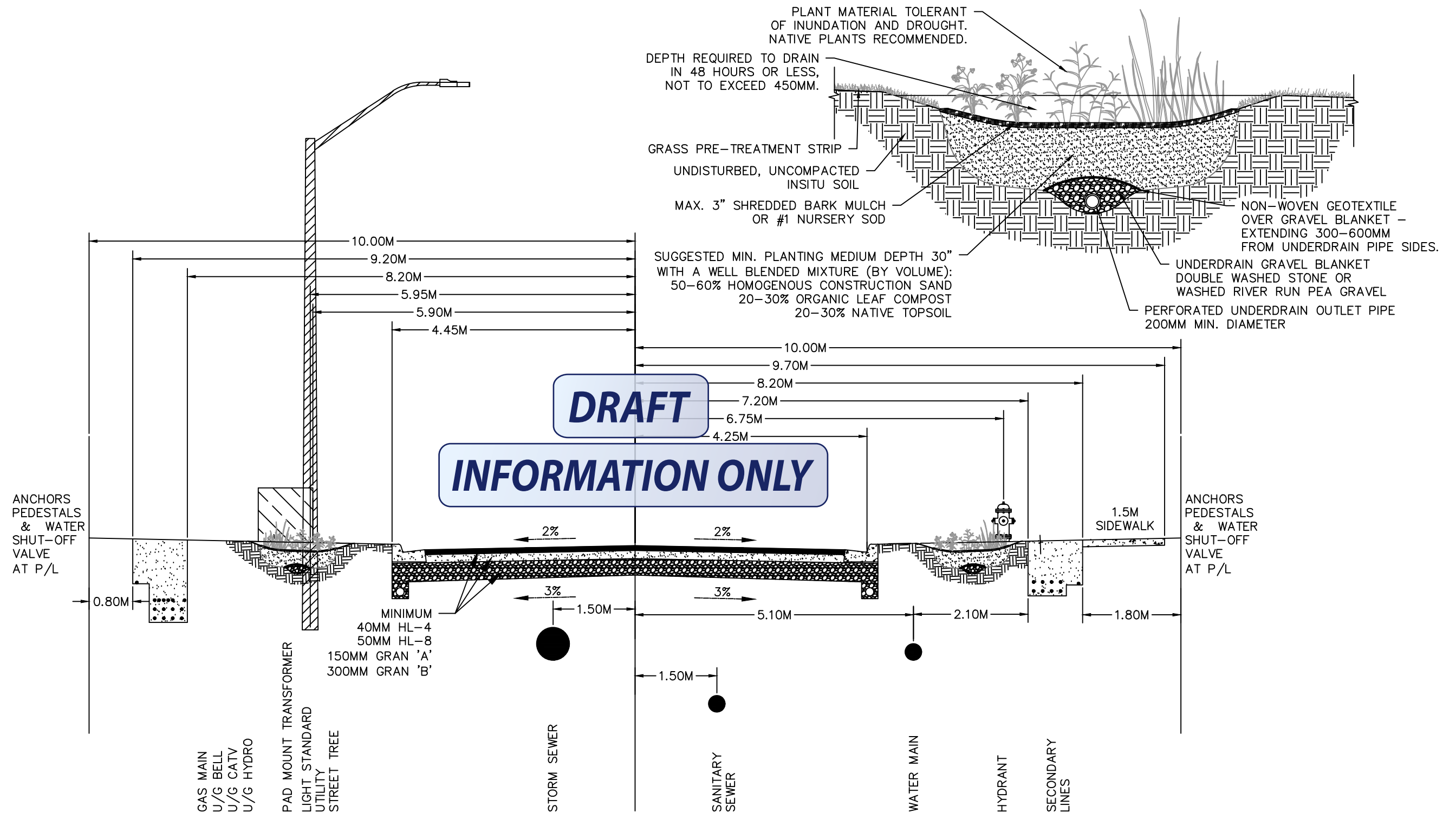
REVISIONS			
NO	COMMENTS	DATE	BY

CITY OF KAWARTHA LAKES APPROVAL	
SUBMITTED TO PLANNING COMMITTEE	DATE
SUBMITTED TO COUNCIL	DATE
47	

CITY OF KAWARTHA LAKES ENGINEERING AND CORPORATE ASSETS		
12 PEEL ST., Box 9000, LINDSAY ON. K9V 3L8, (705) 324-9411		
DRAWN BY: JSN	CHECKED BY: CS	DATE: July 11, 2019
APPROVED BY:	DATE:	



CONTRACT NO:
SCALE: 1:75
PAGE 1 OF 1
DRAWING NO.



- NOTES:
1. ROAD DESIGN MUST COMPLY WITH MTO STANDARDS AND APPROPRIATE CKL CROSS SECTION. REFERENCE THE TAC MANUAL AND CKL ROADS INFRASTRUCTURE GUIDELINES FOR STANDARDS.
  2. GRANULAR ROAD BASE TO BE COMPACTED TO 100% S.P.D.
  3. BOULEVARD AREAS TO RECEIVE 150mm TOPSOIL AND NUMBER 1 NURSERY SOD.

20 METRE URBAN LOCAL ROW  
SIDEWALK ON ONE SIDE

REVISIONS			
NO.	COMMENTS	DATE	BY

CITY OF KAWARTHA LAKES APPROVAL	
SUBMITTED TO PLANNING COMMITTEE	DATE
SUBMITTED TO COUNCIL	DATE
48	

CITY OF KAWARTHA LAKES ENGINEERING AND CORPORATE ASSETS		
12 PEEL ST., Box 9000, LINDSAY ON, K9V 3L8, (705) 324-9411		
DRAWN BY: JN	CHECKED BY: CS	DATE: 01/17/2018
APPROVED BY:		DATE:


CONTRACT NO:
SCALE: 1: 75
PAGE 1 OF 1
DRAWING NO. CKL - 403

# **The Corporation of the City of Kawartha Lakes**

## **Planning Advisory Committee Report**

**Report Number ENG2019-017**

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**Date:** August 7<sup>th</sup>, 2019

**Time:** 1:00 p.m.

**Place:** Victoria Room

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**Ward Community Identifier:** All

**Title:** Development Process and Subdivision Agreement Template Updates - Engineering and Corporate Assets

**Author and Title:** Christina Sisson, Supervisor, Development Engineering

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### **Recommendations:**

**That** Report ENG2019-017, **Development Process and Subdivision Agreement Template Updates – Engineering and Corporate Assets**, be received;

**That** Staff be directed to incorporate the proposed changes to the template of the subdivision agreement from an Engineering and Corporate Assets perspective; and

**That** Staff be directed to continue to monitor for any improvements to the language in the template of the subdivision agreement to ensure there are opportunities to refine the timelines and clarity of language with the development process.

**Department Head:**\_\_\_\_\_

**Financial/Legal/HR/Other:**\_\_\_\_\_

**Chief Administrative Officer:**\_\_\_\_\_

## **Background:**

As a result of the development pressures coming for new development and the City's ongoing initiative to ensure the legacy projects are finalized to allow for residents to enjoy existence in assumed subdivisions, the Development Engineering division has reviewed the existing language of the template of the subdivision agreement to provide for some timeline descriptions and expectations to support timely development.

## **Rationale:**

The Development Process has three key stages:

- Concept Proposed
- Approvals Sought
- Implementation

The attached flow chart demonstrates the more detailed outline of the development process, attached as Appendix 'A'. From an engineering perspective, the review of the infrastructure occurs at the time of the concept proposal, throughout the approvals process, and then is further reviewed and confirmed through the implementation. As a result, the engineering review and compliance with the subdivision agreement is routinely and regularly undertaken in an effort to provide project management support for the development.

Therefore, the following proposed changes reflect those areas of the agreement which can affect the approvals and the implementation of the development and are included in the attached draft subdivision agreement template, as Appendix 'B'.

- The projected length of time for completion of public services is to be provided by the Developer/Owner in coordination with the Engineer to ensure the timeline reflects the Owner's schedule. In addition, the timeline will reflect the nature of the engineering design and is anticipated to be a realistic representation in the agreement.
- The contract specific language of Substantial Completion has been introduced in conjunction with the agreement language of Acceptance to confirm the expectations and deliverables of this step in the development process.
- There have been two amendments to the security requirements. The first is to ensure that there are annual updates and confirmation that the security posted is still valid and current for the outstanding Public Services. In addition, by limiting the requests for reduction to the milestones of acceptance and substantial completion and at assumption, the expectation is that there will more emphasis put on reaching those

milestones. All security reductions are at the discretion of the City and do require engineering certification, as built and record information, and a statutory declaration. The intent is to keep the financial motive at the forefront of the development process.

- The Development Charge process has been outlined in the current template to align with the current practice and policies of the City. It is recognized that the provincial direction and the current task force review may necessitate revisions.
- In general, the agreement language has included references to sediment and erosion controls in conformance with the City's initiative to promote responsible construction practices and protection of our water quality.

### **Other Alternatives Considered:**

Council could choose to continue with the status quo and the current template of the subdivision agreement. This would not represent current and continuous support for the growth and development forecasted for the City and the needs of our residents, existing and future. The City is committed to continuous process improvement.

### **Financial/Operation Impacts:**

By ensuring the City receives annual reviews of the engineering securities, the City ensures there are sufficient securities to reflect the outstanding deficiencies. It is anticipated that this review will provide an impetus to support the progress of development.

### **Relationship of Recommendations to the 2016-2019 Strategic Plan:**

All development is intended to support all three goals of the Council Adopted Strategic Plan – a Vibrant and Growing Economy, an Exceptional Quality of Life, and a Healthy Environment. Staying current and consistent with contract language and existing processes in the City provides for more consistent support of core objectives. Providing for more reasonable time frames for development and supportive project management will provide for more successful projects, more content customers, and less risk to the environment.

### **Review of Accessibility Implications of Any Development or Policy:**

Accessibility is an integral component of the City's review of development. In addition, the justification of the current template has been readjusted to be more accessible.

## **Servicing Implications:**

Realistic timeframes and appropriate contract language are being promoted to facilitate the development process and provide the municipality with more current approved servicing capacities (i.e. what is built, what is connected, what is approved, what is outstanding, etc.).

## **Consultations:**

Informal consultations for process improvement have occurred with the CAO, Senior Management Team members, other staff, and the development community.

## **Attachments:**

Appendix 'A' – Development Process



Development  
Process Chart.pdf

Appendix 'B' – Draft Template of Subdivision Agreement

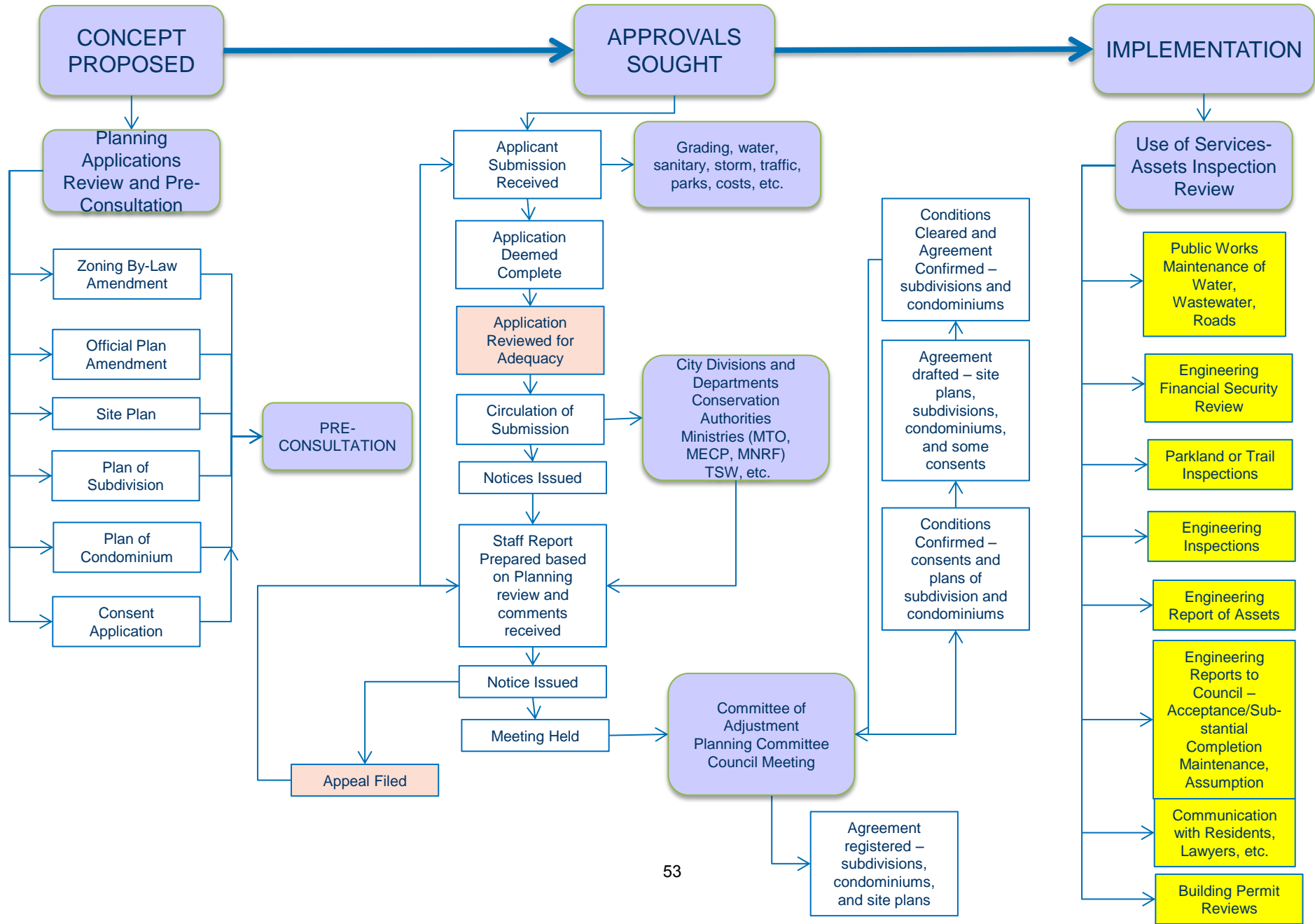


16T-xxxxx  
Subdivision Agreement

**Department Head E-Mail: [jrojas@kawarthlakes.ca](mailto:jrojas@kawarthlakes.ca)**

**Department Head: Juan Rojas**

# OVERALL DEVELOPMENT PROCESS



Document General

Subdivision Agreement

Between

\_\_\_\_\_

and

The Corporation of the City of Kawartha Lakes

NAME OF DEVELOPMENT  
16T- xxxxx

Dated as of \_\_\_\_\_, 2020

CITY OF KAWARTHA LAKES

SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2020.

BETWEEN:

\_\_\_\_\_

Hereinafter called the “OWNER”

OF THE FIRST PART

and

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Hereinafter called the “CITY”

OF THE SECOND PART

WHEREAS Council has granted Draft Plan Approval with Conditions (File No.16T-xxxxx – D05-xx-xxx) for the proposed subdivision, and whereas Council has authorized the execution of this Agreement, which requires that the Owner shall satisfy all the requirements financial and otherwise of the City. This Agreement is entered into to set out the terms and conditions which must be met in consideration of the City and appropriate agencies advising the City that the conditions have been met.

AND WHEREAS the Land affected by this Agreement is legally described as \_\_\_\_\_, as shown on Plan 57M- \_\_\_\_\_, City of Kawartha Lakes. More particularly, the Land is described as Lots \_\_\_\_\_, both inclusive, and Blocks \_\_\_\_\_ inclusive, as shown on Plan 57M- \_\_\_\_\_, City of Kawartha Lakes.

AND WHEREAS the Owner has applied to the City pursuant to Subsection 51(26) of the *Planning Act* for an Agreement to provide the implementation of the draft plan conditions for File No. 16T-xxxxx as required by the City, and the City has agreed to allow the registration of the Plan of Subdivision for the above-mentioned Land.

AND WHEREAS the City has agreed that the Owner may construct and install certain Public Services, hereinafter referred to as the “Public Services”, to serve the Land to be serviced, and shall undertake to make such financial arrangements with the City for the installation and construction of the said Public

Services as are hereinafter provided and to enter into this Agreement.

AND WHEREAS the Owner is required to grant certain land referred to herein for Municipal purposes.

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NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money in Canada now paid by each of the parties hereto to each of the other parties hereto (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

1. PUBLIC SERVICES

a) SERVICING

(i) The Owner shall commence within twelve (12) months of the date of execution of this Agreement, and shall complete within forty eight (~~##48~~) months after the date of execution of this Agreement, subject to unavoidable delay and, pursuant to written notification to the Director of Engineering and Corporate Assets, the installation of the Public Services as shown on Schedule “A-1” and as further itemized in Schedules “C” and “D” to this Agreement. All Public Services as shown on Schedules “A-1” and as further itemized in Schedules “C” and “D” shall be constructed in strict accordance with the plans and specifications approved by the Director of Engineering and Corporate Assets, or his or her designate or equivalent, hereinafter referred to as the “Director”. A paper copy and electronic copy (AutoCad and pdf) ~~on CD~~ of the approved construction plans shall have been deposited with the Director prior to the execution of this Agreement by the City.

Comment [CS1]: Length of time for installation to be confirmed by the Owner and Engineer pursuant to the design

(ii) The Owner agrees to submit to the City, prior to commencing the installation of services, a construction management plan to regulate the routing of construction traffic for all phases of the development. The construction management plan will include all sediment and erosion control measures and measures to minimize construction mud on the roads as well as, road cleanings at the expense of the Owner.

b) INSPECTION

The Owner covenants and agrees to retain a competent ~~—engineer~~ experienced in the municipal engineering field. All of the Public Services shall be installed under the supervision and inspection of the engineering firm of \_\_\_\_\_ (the “Engineer”), and the Owner shall not retain the services of another engineering firm or change firms without the prior written consent of the Director. The Engineer is hereby approved by the Director and shall file in writing with the Director an undertaking, signed by the Owner and the Engineer, as provided in Schedule “I” with respect to the work being done under its supervision and inspection. The Engineer shall provide appropriate inspection and review of the work in order that a written final certification regarding all the Public Services may be provided. The Engineer shall be retained by the Owner

until all requirements of this Agreement have been completed to the satisfaction of the Director, [and the Engineer shall confirm the completion of the Public Services conforms with the approved design.-](#)

The Owner shall notify the Director at least two (2) business days in advance of the commencement of any construction of Public Services. If the Owner's Engineer does not supervise the installation of the Public Services satisfactorily, the City may stop the construction.

c) CONTRACTORS

Any contractors employed by the Owner to complete the installation of any Public Service must be approved by the Director. Notwithstanding this, contractors engaged to grade, topsoil and sod the boulevards and those engaged to construct and pave driveway aprons prior to the assumption of the roads need not be approved by the Director subject to such work being certified by the Engineer.

The City reserves the right to employ its own contractor for any works, the cost of which is partially or completely paid for by the City, provided no such City-employed contractor shall increase the costs of such works or delay the performance of such works.

d) INSTALLATION

In the event that the Owner fails to complete the hereinafter mentioned Public Services within the [specified four \(4\) year](#) period outlined in Section 1.a) above, or, is in default as per Section 8, the Director may, without further notice, enter upon the said Land and proceed to supply all materials and do all necessary works in connection with the installation of said Public Services, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, [including all sediment and erosion controls](#), and to charge the cost thereof, together with an administrative fee of 5% of the cost of such material and works, to the Owner who shall forthwith pay the same upon demand by the City. It is understood and agreed between the parties hereto that such entry upon the Land shall be as agent for the Owner and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the said Public Services by the City.

No finished road surface shall be installed until the Director has given to the Owner written permission to proceed. All roads under construction within the Plan of Subdivision must be marked with signs provided by the Owner which clearly state that the roads are not assumed by the City. The signs will not be removed until such time as the assumption by-law is passed.

Engineering drawings showing [as constructed \(Record/"As-Built"\)](#) information for all [Public Services](#) installed, in electronic AutoCAD, [pdf/PDF](#) and hard copy are required to be submitted to the City [-for Acceptance and Substantial Completion](#) of Public Services and residential occupancy. The

Owner will be responsible for executing all public servicing locates, including water, sanitary and storm infrastructure, within the development until the Director receives and approves the Record-As-Built drawings.

e) REPAIRS

If, at any time prior to the Assumption of the Public Services as outlined in Section 1.h) below, any of the Public Services fail to function, or do not function properly, or are constructed in such a manner as to cause damage or pose a threat of damage of any nature or kind whatsoever, and, in the reasonable opinion of the Director, rectification or action is required to prevent damage or hardship to persons or property, the Owner shall, upon the written instructions of the Director, do all acts and things as are required by the Director to rectify the condition.

In the event the condition as aforesaid is an emergency, or immediate rectification is required, the City may take such action and do all such acts and things as are considered necessary and advisable in the place and stead of the Owner, and the Owner shall reimburse the City for any and all expenses incurred, whether directly or indirectly by the City, in connection with the same. It is understood and agreed between the parties hereto that any repair work carried out by the City under this clause shall not be deemed, for any purposes whatsoever, as acceptance or assumption of the said Public Services by the City.

f) ACCEPTANCE AND SUBSTANTIAL COMPLETION

When the Public Services are completed and cleaned to the satisfaction of the Engineer, the Owner shall advise the Director in writing that the Public Services are completed and shall request an inspection by the City for the purposes of accepting the Public Services. The City shall carry out inspections and shall advise the Engineer of any items of work requiring further rectifications.

Prior to Acceptance, Substantial Completion, and Occupancy of any unit, the Owner shall file with the Director the following:

- i) An electronic copy on a CD (AutoCad and pdf) as required and a full set of hard copy drawings showing Record-As-Built information;
- ii) A letter of credit or cash deposit in the amount of 10% of the total cost of all Public Services accepted to guarantee performance of the substantially completed Public Services;
- iii) A statutory declaration that all accounts for material, labour and equipment employed for installation of the substantially completed Public Services are paid in full;
- iv) A certificate from the Engineer, certifying that the accepted Public Services have been constructed in conformity with this Agreement and in accordance with the plans and specifications approved by the Director subject to any variation or amendment as approved in writing by the Director or his or her designate as the case may be,

**Comment [CS2]:** Consistent with Contract language and capital program

and that the rough grading of the Subdivision Land has been completed to provide the proper outlet for the major design storm, including completion of the stormwater management facility. [The certification should include confirmation that all deficiencies in the water and sanitary infrastructure have been rectified to provide for the City's operation of the municipal water and sanitary systems;](#)

g) MAINTENANCE

The Owner COVENANTS AND AGREES to maintain and keep in a proper state of repair and operation all of the [substantially completed](#) Public Services constructed, installed, or provided by the Owner for a maintenance period which shall be a minimum of one (1) year from the time of placement of the top course of surface asphalt and final repairs, as applicable.

h) ASSUMPTION

Upon completion of the maintenance period set out in Section 1.g) above, the Public Services shall be eligible for Assumption by the City. Prior to submitting a request for the Assumption of the Public Services by the City, the Owner shall be required:

- i) to clean all sewers, manholes, and catch basins to be free of road materials, building debris, and other foreign matter, and to clean such materials from the system, to provide a sewer video inspection, and to rectify any deficiencies the sewer video inspection may reveal;
- ii) to clean and remove any debris and earth deposits from all roadway pavement and the Land;
- iii) to rectify and repair all damages, settlements, or depressions to the above ground infrastructure including but not limited to curbs, water boxes, sidewalks, roadways, etc.;
- iv) to pay for the cost of installation of pavement markings;
- v) to repair grading problems associated with any lot or block within the Plan of Subdivision on which a dwelling has been completed or, in the alternative, to secure such remediation by way of a \$3,000.00 deposit for each Lot on which there exist any such problems;
- vi) to rectify, clean out, and repair damages to the stormwater management facilities, and to certify to the City these facilities are functioning in accordance with the approved stormwater management report and engineering drawings;
- vii) to comply with and pay all outstanding work orders that the City may have concerning emergency repairs; and
- viii) to make all plant material replacements pursuant to the conditions of the maintenance period.

i) CONDITIONS FOR ASSUMPTION OF PUBLIC SERVICES

The City COVENANTS AND AGREES that the assumption of the Public Services shall take place upon fulfillment of all of the conditions set out in Section

1.h) above to the satisfaction of the Director. In addition, the Director will be satisfied that the following have been received:

- 1) a certificate from the Engineer stating that all stormwater management facilities as required in the stormwater management report and as shown on the engineering drawings are constructed, are operational, and are functioning;
- 2) a certificate from an Ontario Land Surveyor certifying that he or she has confirmed the areas and frontage of all lots and blocks in the subdivision and has located or replaced all standard iron bars as shown on the registered plan, and has located or properly re-established all block corners, the beginnings and ends of all curves including all corner roundings and all points of change in direction of streets;
- 3) a certificate executed by the Engineer, in conjunction with a final grade plan verifying all lot and block elevations for the subdivision, certifying that all lots and blocks within the subdivision have been graded in accordance with the overall grading plan and that there are no drainage problems for which the Owner is responsible;
- 4) the stormwater management operation and maintenance manual, including record of all clean outs and inspections and confirming compliance with Ministry of the Environment, Conservation and Parks approval;
- 5) confirmation from the City that any emergency repairs that may have been completed by the City have been paid for by the Owner;
- 6) Property Identification Numbers (PIN) for all segments of road and parcels of land to be assumed by the City;
- 7) a listing of assets to be assumed by the City, in a format acceptable to the City; and
- 8) a statutory declaration confirming all payments have been made, as per the City's template.

j) ASSUMPTION BY-LAW

Upon the satisfaction of all of the conditions as aforesaid, the Director shall submit a written report to the City Council stating that the Public Services have been constructed and installed to municipal specifications, that all accounts in connection therewith have been paid, that all financial requirements have been met or will be met on the passing of the Assumption By-law and that the Public Services are in the required condition to be assumed. When all of the requirements of this section have been fulfilled, the City shall pass an Assumption By-law for the Public Services. Upon an Assumption By-law being passed, the ownership of the Public Services shall vest in the City, and the

Owner shall have no claims or rights thereto other than those accruing to it as an owner of land abutting on public highways where the Public Services were constructed or installed.

No action of the City, by way of repair to Public Services, maintenance, use of or connection to Public Services, snow removal from roadways, operation of street lighting system or any other use or action shall be construed as assumption of the affected Public Services, and no ownership shall vest with the City and no assumption shall be construed until the Assumption By-law is passed by City Council.

#### k) LIABILITY

Until assumption as provided for in Section 1.j) above, the Owner on behalf of themselves, their heirs, executors, administrators, assigns and successors in title, hereby covenant to indemnify and save harmless the said City from all actions, causes of actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the installation of any works required under this Agreement, or the failure of the Owner to complete the contemplated installation.

The Owner shall insure against all damages or claims for damage with an insurance company satisfactory to the Insurance Risk Management Coordinator. Such policy (or policies) shall be provided to the City prior to the execution of this Agreement and be issued in the joint names of the Owner and the City, and the form and content shall be subject to the approval of the Insurance Risk Management Coordinator. The insurance policy shall remain in the custody of the City until assumption of the Public Services. The minimum limit of such policy shall be \$5,000,000.00 all inclusive, but the City shall have the right to set higher amounts.

The insurance policy shall be in effect for the period of this Agreement; including all guaranteed maintenance periods. The premiums for the insurance policy shall be paid promptly, and the Owner shall provide proof to the Insurance Risk Management Coordinator upon request that the insurance policy is in full force and effect.

The insurance policy shall not be construed as relieving the Owner from responsibility for any other or larger claims in excess of such policy, if any, for which he or she may be held responsible.

## 2. CLEARANCE OF BUILDING LOTS

The Owner COVENANTS AND AGREES with the City that no Building Permits will be applied for or issued for detached dwelling or buildings or structures on any of the Lots and Blocks shown on Schedule "A" attached hereto until such time as water, sewage and drainage facilities and suitable base asphalt road foundation have been installed, and the -Engineer certifies that such drainage facilities are operating in accordance with the conditions contained

herein, in or on the roadway in front of the Lot, Lots or Blocks for which said Building Permit applies.

The City further COVENANTS AND AGREES with the Owner that no Building Permits will be issued for any Lot or Block shown on Schedule “A” attached hereto until the City has received payment of the Development Charges, all other building permit application fees applicable to such Lot or Block and a permit from \_\_\_\_\_ Conservation [Authority](#). This requirement, however, shall not apply to any of the Development Charges for which the City has, elsewhere in this Agreement, granted a deferral to the Owner [as per Council Policy CP2016-020](#), in which case the provisions governing the deferral shall determine when payment of the Development Charges by the Owner is due.

### **3. LAND FOR MUNICIPAL PURPOSES**

- a) The Owner COVENANTS AND AGREES to convey to the City free of charge and free of all encumbrances such as easements and Blocks as are set out in Schedule “B” hereto for the installation and maintenance of the Public Services installed by the Owner under provisions of this Agreement and for Municipal purposes in conjunction with the Registration of the Plan of Subdivision.
- b) The Owner further COVENANTS AND AGREES not to convey, or agree to convey, any Land as shown on Schedule “A” hereto in which the City or Hydro One Networks Inc. is being conveyed an interest by way of easement, right-of-way or agreement, under the terms of this Agreement until such time as the City and Hydro One Networks Inc. have registered the grant of easement or right-of-way on title of the property through which an easement or right-of-way passes.
- c) The Owner and the City further AGREE that the deeds for all the said Land as set-out in Schedule “B” hereto have been approved by the City Solicitor and deposited with the City Clerk prior to the execution of this Agreement.
- d) The Owner further COVENANTS AND AGREES that Land conveyed to the City for municipal purposes will not be used for the disposal of debris obtained from the development of the Owner’s Land herein developed, and the Owner further COVENANTS AND AGREES to restrain all others from depositing junk, debris and refuse on the Land conveyed to the City under Schedule “B” of this Agreement and further COVENANTS AND AGREES to remove any such junk, debris or refuse so deposited immediately when so directed by the City and at the Owner’s expense.
- e) The parties agree that, in the event the required easements, right-of-ways, or other Land as required pursuant to this Agreement have not been properly provided, the City, in addition to any other remedies available to it, may expropriate such easements, right-of-ways, or Land, and the costs of such expropriation shall be at the expense of the Owner.

f) The City AGREES to complete the registration of all such easements, as well as this Agreement, within ten (10) days of the date of Registration of the Plan of Subdivision, failing which the Owner is hereby authorized to complete such registration on the City's behalf.

g) The Owner AGREES to grant, at its expense, such further easements and right-of-ways as may be required for the installation and supply of the Public Services, including those easements and right-of-ways which the Director may establish as necessary during construction and prior to Assumption, and any such additional easements and right-of-ways shall thereafter be deemed to have been set out in Schedule "B".

#### **4. LAND TO BE RETAINED BY THE OWNER**

a) The Owner AGREES to provide the complete legal description of all land shown as "Other lands owned by the Applicant" as shown on the key map of the Draft Plan of Subdivision.

#### **5. LOT GRADING**

a) The Owner AGREES with the City that all Lots and Blocks will be graded in accordance with the Lot Grading Plan on file with the City and identified as Schedule "E", and in the manner described in Schedule "C" hereto and topsoil will be replaced in accordance with Section 16 of this Agreement hereof and further that prior to the placing of topsoil on any of the Land herein the Owner will arrange for an inspection of and receive the approval of the lot grading by the Engineer.

b) The Owner AGREES to place in the deed, transfer or conveyance for every Lot and Block a restrictive covenant in favour of the remaining land affected by this Agreement that the purchaser or transferee will not alter the drainage on the land in any way as to adversely affect the drainage pattern established by the Lot Grading Plan as amended and approved by the City. That restrictive covenant shall run with the land and shall state that the Owner will not do, or cause to be done, any activity that alters the drainage on the land including, but not limited to, constructing a building or structure without the approval of the City's Engineering and Corporate Assets Department, placing fill, planting trees, or landscaping.

c) The Owner AGREES that Schedule "E", Plan of Lot Grading, will only be altered or amended to resolve unusual or unforeseen circumstances giving rise to hardship and only after having received the written approval of the Director; and that the Owner shall maintain such grading in accordance with the Lot Grading Plan or the Lot Grading Plan as amended except for such temporary deviations as are necessary for the purpose of constructing any building or structure which may be lawfully erected thereon. The Owner further AGREES that should any unforeseen or unusual circumstance arise which was not properly taken into account by the Owner's Engineer in the development of the

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Lot Grading Plan and which, in the opinion of the Director, requires the construction of additional drainage or appurtenant works, the Owner shall construct such additional works when so directed by the Director and at the Owner's sole cost. The Owner will provide an "As-Built" Lot Grading Plan reflecting all alterations, additions, and amendments.

d) It is AGREED that any deposit monies provided by the Owner to the City pursuant to the provisions of Subsections 1.f)(v) and/or 1.h)(v) hereof shall be in addition to all other financial requirements of the Owner. Upon the subsequent and satisfactory completion of lot grading on any such Lot or Block, the deposit of \$3,000 applicable to said Lot or Block shall be refunded by the City to the Owner. In the event that the lot grading has not been undertaken on a Lot or Block on which construction of a dwelling has been completed, the City shall be entitled, in its absolute discretion, albeit only after having first afforded the Owner an opportunity to undertake and complete the grading, to apply the deposit monies to complete the grading on said Lot or Block.

e) The Owner and City AGREE that no Building Permit will be issued for any Lot or Block unless a site and grading plan has been submitted in conjunction with the corresponding Building Permit application. The site and grading plan shall show:

- i) the dimensioned property limits of the Lot or Block;
- ii) the proposed location of the dwelling and/or detached accessory buildings and/or structures to be located on the Lot or Block;
- iii) the proposed lowest basement floor elevation and proposed lowest opening and proposed finished floor grades of the dwelling;
- iv) the proposed finished Lot or Block grades;
- v) the existing and proposed lot grades for each of the corners of the Lot or Block and intermediate points of grade change;
- vi) the finished road grades adjacent to the Lot or Block;
- vii) the proposed location of water, sanitary and storm servicing;
- viii) the proposed driveway location and maximum width; and
- ix) all other requirements outlined in the City's Lot Grading and Drainage Guidelines.

Such site and grading plans shall have been approved by the Engineer, and shall contain a certificate by the - Engineer which shall certify the following:

- x) that the said site and grading plan is in conformity with the approved Lot Grading Plan included in Schedule "E" of this Agreement and with the road grades as shown on the approved Plans and Specifications approved by the Director;
- xi) that the -Engineer has examined the plans and drawings for the proposed dwelling to be erected on the Lot or Block; and;

- xii) that the siting of the proposed dwelling and/or detached accessory buildings and/or structures as shown on the site and grading plan accurately reflects the proposed buildings as shown on the plans and drawings for which a Building Permit has been applied.
- f) The Owner AGREES that the services of the Engineer will be retained for the purposes of preparing an as-built Lot Grading Plan for each Lot and Block. The Owner further AGREES to have the Engineer review the as-built Lot Grading Plan and issue a Certificate in accordance with Section 5.e).
- g) The Owner of any Lot with a sewage system AGREES that it shall be the responsibility of the Owner to maintain the sewage system envelope for the Lot or Block as identified on the plan, free of the deposit, disposal, or operation of any materials, structures or equipment, other than material or equipment required for the construction of the leaching bed within the sewage system envelope.
- h) The Owner agrees to maintain and to post a copy of the overall Lot Grading Plan in any home sales office/ online for prospective buyers to view.

## 6. PAYMENT OF TAXES

- a) The Owner AGREES to pay all arrears of taxes outstanding against the Land herein described before execution of this Agreement by the City.
- b) The Owner further UNDERTAKES AND AGREES to pay all taxes levied, or to be levied, on the said Land on the basis and in accordance with assessment and collector's roll entries until such time as the Land herein being developed has been assessed and entered on the collector's roll. Notwithstanding the foregoing, nothing contained herein shall prevent the Owner from appealing such taxes or exercising any other rights of appeal it may have at law.

## 7. COMMUTATION OF LOCAL IMPROVEMENTS

The Owner AGREES to commute and pay all charges with respect to existing local improvements assessed against the Land. Such payments are to be made by the Owner prior to registration of this Agreement.

## 8. DEFAULT

- a) The Owner shall be in default of this Agreement if the Owner fails to install the Public Services in compliance with the approved drawings and within the time schedule agreed upon, or if the Owner:
  - i) is not diligently completing the Public Services within the specified time, and/or;
  - ii) neglects or abandons the Public Services prior to completion, and/or;
  - iii) has caused unreasonable delays so that this Agreement is not being complied with or is carelessly executed, and/or;
  - iv) is refusing to renew or complete such Public Services as may be directed as defective or unsuitable, and/or;

- v) is not constructing the Public Services in compliance with the Director's approved drawings and conditions and/or
- vi) otherwise defaults in its obligations set out in performance in accordance with this Agreement.

b) In the event that the City determines the Owner to be in default as hereinbefore provided, the City shall notify the Owner of the particulars of such default by registered mail and shall specify the time within which such default shall be remedied.

c) In the event that the Owner fails to remedy the default within the time specified, the City shall thereafter have full authority and power to stop all Public Services and if the City so elects, it may purchase such materials, tools and machinery and employ such workers or contractors as in the opinion of the Director, are necessary to complete the Public Services. The City shall be entitled to draw upon its security without further notice to the Owner in order to provide funds for payment of any Public Services undertaken by the City.

d) If the cost of any work performed by the City exceeds the value of the security available to the City, then the Owner shall, within 30 days of written demand by the City, reimburse the City for such excess expenses and administrative costs. If it is not paid within 30 days of the demand, such unpaid balance shall bear interest at the rate determined by the Treasurer, and may be applied as a charge on the Land.

e) Unless the remedy of the default is in the nature of an emergency, the notice of default provided for above shall allow the Owner at least ten (10) business days to cure the default before the City may act on the Owner's behalf and use any remedies set out in this Section 8 or elsewhere in this Agreement.

## **9. FINANCIAL ARRANGEMENTS**

The Owner UNDERTAKES AND AGREES to the following financial arrangements with respect to the performance of this Agreement:

a) The Owner at his or her own expense, shall provide the City at the time of execution of this Agreement, an irrevocable letter of credit and/or security (herein referred to as "the security") in the amount of 100% required by the City to guarantee and secure the due performance by the Owner of all of the obligations imposed upon the Owner by this Agreement and as outlined in Schedule "D", including, without limiting the generality of the foregoing, the performance of the work and development, including engineering, planning and legal expenses incurred by the City in connection with the administration and enforcement of this Agreement. The estimated cost of these works and Public Services is set out in Schedule "D" hereto.

b) The aforesaid security shall be in a form approved by the City's Treasurer and the Owner COVENANTS AND AGREES that the said security shall be kept

in full force and effect and that he or she will pay all premiums as the same come due until such time as the City accepts the said Public Services as hereinbefore provided at which time the said security shall be reduced in accordance with Section 1.f) above and returned to the Owner. The aforesaid security shall also contain the following provisions:

- i) The security shall be ~~for~~ any obligations of the Owner pursuant to the provisions of this Agreement, without limitations whatsoever and shall include H.S.T.;
- ii) Drawings on the security shall be permitted upon the City claiming default by the Owner under the terms of this Agreement, and certifying that the notice provided for under Section 8 hereof has been given, and such default shall not be limited to the actions of the Owner;
- iii) Partial drawings on the security shall be permitted at the time of acceptance and substantial completion and at the time of assumption;
- iv) If the security is in the form of a letter of credit and is not renewed at least thirty (30) days prior to the date of expiry by an irrevocable letter of renewal or replacement letter of credit in such form and on such terms acceptable to the City's Treasurer, the City may be permitted to draw on up to 100% of the letter of credit on or before the date of expiry; and
- ~~iv)~~v) The Owner shall provide to the City on an annual basis confirmation of the validity and currency of the security held by the City. Said confirmation shall be in the form of the Schedule "D" engineering cost estimate accompanied by a letter submission confirming that the security held pursuant to Schedule "D" reflects the value of work outstanding at that time.

c) While at all times being subject to the discretion of the City, the calculation of the amount of any reductions on the security held pursuant to Schedule "D" to reflect the value of work already completed by the Owner shall generally be as follows:

- i) Calculate 10% of the estimated cost of the completed works as inspected and agreed to by the City;
- ii) Add thereto the estimated value of the uncompleted work;
- iii) Add to that subtotal an allowance for contingencies (5%) and engineering and inspection (7%);
- iv) The resultant amount including H.S.T. shall be the revised amount of security required to be held pursuant to Schedule "D"; and

v) At no time can the amount of security be reduced to below the actual amount required to secure the completion of Public Services and the full payment of the required Development Charges.

Provided, however, there shall be no reduction in the security unless the City has received a current statutory declaration that the completed work has been paid for in full and there are no claims outstanding or being made with respect to the Services or completed work, whether pursuant to the Construction Act, R.S.O. 1990, c. C.30, as amended (the "Construction Act") or otherwise.

d) It is understood and agreed that the filing of a lien or delivery of a claim for a lien to the City Clerk under the Construction Act constitutes a default under this Agreement, and upon receipt of any lien, claim or notice under the Construction Act, it is agreed that the City may use the security for payment into court of any amount required by the provisions of the Construction Act, providing the Owner is unable to remove the lien within twenty-one (21) business days of receiving notification.

e) Where there has been a default by the Owner with respect to any provisions of this Agreement and the City has taken steps on its own to remedy such default, after providing the Owner with notice of such default and a reasonable opportunity to cure such default, any such steps shall be done at the expense of the Owner and, to the extent such work is not capable of being reimbursed through drawing on the letter of credit, shall be recovered as provided in Section 446 of the *Municipal Act*, 2001 R.S.O.2001 c.28, as amended.

f) Prior to the execution of this Agreement by the City, the Owner shall have paid to the City the Engineering Fee (Development Application Approval Processing Fee –DAAP) herein provided.

Said Engineering Fee, intended to reimburse the City for the expenses incurred by it in processing the post-draft-plan-approval development of the subdivision, shall be in the amount of 3.7% of the estimated construction value of the Public Services created relative to the subdivision as laid out in Schedule "D" (exclusive of H.S.T.). Inter alia, the above mentioned fee includes all services provided by the City in relation to approval of the grading on individual Lots and Blocks created by the registered plan. The collection of all of the aforementioned Fees shall be in accordance with By-Law 2007-132, as amended.

g) The Owner agrees that it and the subdivision proposed herein are subject to the Development Charges By-laws of the City of Kawartha Lakes, as amended or replaced from time to time. In respect of the proposed subdivision, the following table determines the value of the applicable Development Charges, as of the date of execution of this Agreement, owed to the City by the Owner:

202019		URBAN				Comment [CS3]: DCs to be for applicable area and updated based on Bill 108 and task force	
LINDSAY		Single- or	Row or	Apartment:	Apartment:		
Residential Dwelling Unit		Semi-Detached	Multiple	Two or More Bedrooms	One Bedroom		
Type							
Number of Dwelling Units in Proposed Subdivision		##	--	--	--		
Development Charge Rate Per Dwelling Unit	Health & Social	\$0	--	--	--		
	Library	\$235	--	--	--		
	Parks & Recreation	\$204	--	--	--		
	Fire	\$532	--	--	--		
	Paramedic	\$74	--	--	--		
	Police	N/A	--	--	--		
	Airport	\$31	--	--	--		
	Transit	\$77	--	--	--		
	Administration	\$140	--	--	--		
	Roads & Related	\$5,313	--	--	--		
	Water Treatment	\$2,485	--	--	--		
	Water Distribution	\$3,011	--	--	--		
	Sewage Treatment	\$1,744	--	--	--		
	Sewage Collection	\$5,825	--	--	--		
	Total	\$20,179	--	--	--		
Total Development Charges Owed to the City by the Owner		\$ #####		--	--		

Unless the City agrees to an alternate arrangement though this Agreement, By-Law 2015-224 (A By-Law to Impose Development Charges in the City of Kawartha Lakes) requires the roads and related, water treatment, water distribution, sewage treatment and sewage collection Development Charges to be paid as a condition of entering into this Agreement and the other Development Charges to be paid as a condition of building permit issuance by the City for the dwelling units of the proposed subdivision.

It is acknowledged, however, that the Owner has applied to the City for a deferral of Development Charges whereby the payment of the Development Charges in respect of each dwelling unit of the proposed subdivision would be deferred to time of \_\_\_\_\_ of the same. Whereas the City has determined the

Comment [CS4]: Owner to provide separate letter/email with the DC deferral request and timing.

Owner to be in “good standing”, the City has resolved to grant the requested deferral in accordance with By-Law 2015-224 and Council Policy CA2016-001, as amended or replaced from time to time.

Accordingly, the Development Charges in respect of each dwelling unit of the proposed subdivision are due upon and as condition of, issuance of a permit for \_\_\_\_\_ of the same, by the Chief Building Official, subject to the following conditions:

- (i) On the 3<sup>rd</sup> anniversary of the execution of this Agreement, any remaining payments of Development Charges are due;
- (ii) Payments of Development Charges shall be determined by the Chief Building Official in accordance with the Development Charge rates in effect at the time payment is made;
- (iii) The Owner may make a full, but not a partial, payment of Development Charges in respect of a dwelling unit prior to when the payment is due;
- (iv) The Owner agrees it is solely responsible for ensuring timely payment of Development Charges and that late payments of Development Charges are subject to an interest rate of 5.00% per annum until they are finally received or recovered from the Owner by the City;
- (v) The Owner shall forthwith reimburse the City, upon demand by the City Solicitor, for all legal, administrative and other costs to the City of recovering late payments of Development Charges from the Owner;
- (vi) The Development Charges and other financial obligations of the Owner to the City arising from the deferral of the Development Charges remain owing to the City until they are settled to the City's satisfaction;
- (vii) Notwithstanding any other provision of this Agreement, at such time any financial security provided by the Owner to the City pursuant to this Agreement shall no longer be required for its original purpose, it shall thereafter be kept in force for a period satisfactory to the City to secure outstanding Development Charges, and, upon renewal from time to time, shall be adjusted to the value of the outstanding Development Charges in accordance with the Development Charge rates then in effect, plus any additional financial obligations of the Owner to the City arising from the deferral of the Development Charges, subject to truncation of the financial security at its original value;
- (viii) Should the Owner fall into default of any financial obligation to the City arising from the deferral of the Development Charges, the City may recover the outstanding financial obligation, in whole or in part, from

the Owner by drawing upon any available financial security provided to the City by the Owner and or by collecting the outstanding financial obligation from the Owner in the same manner as property taxes; and

- (ix) The foregoing conditions shall not be interpreted or construed so as to limit any of the rights, prerogatives or powers of the City or remedies or recourse available to the City.

10. NOTIFICATION

- a) If any notice is required to be given by the City to the Owner with respect to this Agreement, such notice shall be mailed or delivered to:

Name

Address

Phone

Email

or such other address as the Owner has notified the City Clerk in writing, and any such notice mailed or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

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- b) Prior to commencement of any construction of Public Services covered under this Agreement, the Owner shall notify the Director two (2) business days in advance, and no construction of Public Services shall be carried out without such notification.

11. NOTIFICATION OF SERVICES

The Owner AGREES to notify, or cause to be notified, each and every purchaser of a Lot or Block within the said Subdivision of all Public Services provided for such purchaser and where the said purchaser pays directly any portion of the cost thereof, the cost of such Public Services and the share thereof to be paid by such purchaser, and cause such information to be fully recorded in any offer or agreement to purchase any Lot or Block entered into by any such purchaser.

Each Agreement of Purchase and Sale for a Lot or Block in the said Subdivision shall include the provisions contained in the following Sections of this Agreement, namely: 5, 23, 35, and Schedule 'G'.

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12. HYDROGEOLOGICAL REPORT

*The Title, Author, and Date of Report applicable to the plan are to be inserted.*

13. EMERGENCY ACCESS ROUTE / WALKWAY

The Owner AGREES to identify any emergency access route or walkway

on Schedule “A-1”.

14. CONSTRUCTION ACCESS

The Owner AGREES that all construction access to the site shall only be from \_\_\_\_\_. The construction access route must be clearly signed to the satisfaction of the City. The construction access route must be maintained in good condition to avoid the transfer of dirt and debris from the subdivision development.

15. ZONING

The Owner AGREES that the Land shown on Schedule "A" hereto shall be governed by the provisions of File D06-xx-xxx and Zoning By-Law 201x-xxx, as amended which provides the following zoning:

LOT OR BLOCK	ZONE

16. CONSTRUCTION & SOIL USE

Notwithstanding any other requirements of this Agreement, the Owner AGREES:

- a) That all streets abutting on the Land to be included in this Agreement and to be used for access during the construction of the dwellings or other buildings on the Plan shall be kept in good and usable condition during the said construction and, if damaged, will be restored immediately and all trucks making delivery to or taking materials from the Land in the said Plan shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish or debris on the said streets abutting. The Engineer shall prepare a written engineering appraisal of all streets abutting the Land to be developed to establish the condition of the streets prior to any construction. The appraisal shall be submitted to the City for review. The City will confirm that the appraisal shall form the basis of subsequent reassessment of the condition of the street during or after the construction period. If an objection is filed by the Owner, an independent assessment by an engineer appointed upon mutual consent of the City and the Owner shall form the basis of comparison.
- b) That all topsoil removed from the Land, shown on Schedule “A-1” attached hereto, shall be stockpiled and vegetated, and as each building is completed, the topsoil so stockpiled shall be placed around the grounds of each building to minimum consolidated depth of 150mm and shall include all surfaces not covered by buildings, driveways or pavement.
- c) That the Owner is solely responsible for ensuring that sufficient topsoil is available for all Lots and Blocks to comply with the requirements of this

Agreement.

d) The Owner shall direct his employees, contractors, and agents to restrict construction traffic to such street and at such times as the Director directs.

**17. REGISTERED PLAN**

The Owner AGREES to supply a “mylar” copy of Registered Plan 57M-\_\_\_\_\_ to the Director immediately following registration.

**18. UTILITY COORDINATION**

The Owner AGREES to coordinate the design for the installation of utility plans within the Plan of Subdivision and has produced a Composite Utility Plan (Schedule “H”) to the satisfaction of the City’s Engineering and Corporate Assets Department and the necessary utility authorities prior to the issuance of any Building Permits within the Plan of Subdivision. The Composite Utility Plan shall contain the plans required for the installation of primary and secondary electricity, telecommunication, street lighting, and/or gas services as available.

**19. AGREEMENT WITH HYDRO ONE NETWORKS INC.**

The Owner shall enter into an Agreement for Electrical Servicing with Hydro One Networks Inc. This Servicing Agreement will specify all the terms, conditions, and financial obligations to facilitate the extension of electrical servicing to the Land. Hydro One Networks Inc. may as part of its Electrical System Servicing Agreement, require a type of Development Charge or Systems Capital Contribution Fee towards the provision of system(s) capacities expansion outside of the Plan of Subdivision but necessary to ensure the integrity of the company’s power distribution grid. The relocation of any pole and/or anchor shall be paid for by the Owner.

The Owner AGREES that a Multi-Service connection Agreement must be entered into with Hydro One that is satisfactory to Hydro One and the City. The Owner further AGREES there will be no expense or obligation to the City in the Multi-Service Connection Agreement.

The Owner AGREES to pay the City’s portion of the costs to be incurred to install underground Hydro.

The City has required that all primary and secondary electrical services for the Plan of Subdivision be designed and installed underground.

The Owner and/or Builder Permit Holder AGREES to install underground electrical services and to the specifications of Hydro One Networks Inc. to install all secondary electrical services from the street to each individual residence within the Plan of Subdivision.

The Owner AGREES to provide to the City a copy of the Hydro One Networks Inc. agreement and reference plans.

**20. STREETScape PLAN**

The Owner COVENANTS AND AGREES to:

- a) install trees within the rights of way of all streets to be dedicated to the City in accordance with the approved landscape plan;
- b) provide security in an amount shown in Schedule D to the City to ensure compliance with the street tree planting requirements for this Agreement;
- c) plant trees having a minimum caliper of sixty millimeters (60mm); and
- d) coordinate the approved landscape plan with the approved utility plan. Maintain and post a copy of the Streetscape Plan in any home sales office/online for prospective home buyers to view.

**21. WINTER MAINTENANCE AND WASTE COLLECTION**

- a) The Owner covenants and agrees to snowplow and sand all roads in the Plan of Subdivision until the issuance of the first final occupancy permit.
- b) The Owner and City covenant and agree that the City shall pick up the residential waste from the occupied dwelling units, in accordance with By-Law 2007-024, as amended, only after the issuance of the first final occupancy permit.

**22. MODEL HOME**

- a) Notwithstanding the provisions of this Agreement to the contrary, prior to the registration of the final plan of subdivision the Owner may erect one (1) detached dwelling on Lot 1 as approved by the City.
- b) The Owner COVENANTS AND AGREES that he or his agent/builder/contractor will submit to the Chief Building Official of the City, a Site Plan and such other plans and drawings as the City deems necessary for the development of the Model Home area for approval of the Director, which approval must be obtained prior to the commencement of any work or construction hereunder and as a prerequisite to the issuance of the Building Permit with respect to the said Lot. Approval shall relate to the lot grading, drainage and landscaping as well as all other matters which the Owner proposes to install, construct or erect on the said Lot.
- c) The Owner COVENANTS AND AGREES to provide in accordance with the Site Plan to the satisfaction of and at no expense to the City, the following:
  - i) off-street granular parking facilities detailed in the Model Home Plan and access driveway;
  - ii) facilities for the lighting of the said Lot and the building or structure to be erected thereon;
  - iii) walls, fences, hedges, shrubs, and sod for the landscaping of the said

- Lot or for the protection of adjoining land;
  - iv) facilities for the construction, maintenance or improvement of water courses, ditches, and drainage works in connection with the development of the said Lot; and
  - v) grading and alteration in elevation or contour of the said Lot and provision for the disposal of storm, surface and waste water from the said Lot and from any building or structure to be erected, placed or constructed on the said Lot, to the satisfaction of the Director.
- d) The Owner COVENANTS AND AGREES that he or his agent/builder/contractor will complete at its sole risk and expense the facilities and works referred to in Section 22.c) as well as those facilities and works referred to in the Site Plan.
- e) The Owner COVENANTS AND AGREES that no building or structure or erection built, constructed or erected on any Lot as a model home shall be occupied, save and except that the building may be occupied for the sole purpose of an office to promote the sale of detached dwellings in the Plan of Subdivision as described in this Agreement.

### **23. TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD**

All Agreements of Purchase and Sale for all Lots and Blocks governed by this Agreement shall provide notice that pupils who reside in this Subdivision and attend public elementary and/or secondary schools may be required to be transported to schools, and that, if transportation to schools is necessary, the pupils who reside in this Subdivision will meet the school bus on roads now in existence or at another designated place convenient to the Trillium Lakelands District School Board.

### **24. FIRE SERVICE DEPARTMENT REQUIREMENTS**

- a) The Owner AGREES to provide notification to any Purchaser/Grantee that no burning of brush or construction debris will be permitted without the prior written approval of the Fire Service Department, and further AGREES that it will itself comply with this policy.
- b) The Owner and City AGREE that Building Permits will be restricted to provide for a fire break every six (6) Lots until external finishing, cladding, roofing and windows on each unit abutting each side Lot line has been completed, unless otherwise approved by the Fire Chief of the City.
- c) The Owner further AGREES that street signs shall be erected that are painted and clearly legible as approved by the City, fastened securely to a post at least 2.1 metres above ground level at all street intersections and maintained until permanent signs are erected. These signs shall be erected upon

completion of the road base and/or curbing.

## **25. BELL CANADA REQUIREMENTS**

- a) Prior to the issuance of Building Permits, the Owner AGREES that Bell Canada shall confirm to the City, that satisfactory arrangements, financial and otherwise, have been made with Bell Canada for any Bell Canada facilities serving this Plan of Subdivision which are required to be installed underground.
- b) The Owner further AGREES to grant Bell Canada any easements that may be required for telecommunication services.
- c) The Owner further AGREES that if there are any conflicts with existing Bell Canada facilities or easements, the Owner shall be responsible for re-arrangements or relocation.

## **26. ENBRIDGE GAS DISTRIBUTION REQUIREMENTS**

The Owner shall grade all boulevards to final pre-topsoil subgrade prior to the installation of the gas lines, and provide the necessary field survey information required for the installation of the gas lines, all to the satisfaction of Enbridge Gas.

## **27. ARCHAEOLOGICAL FINDS**

The Owner AGREES that it, or its agents, builders or contractors shall immediately cease work and notify the Ministry of Tourism, Culture and Sport, of any discovery of any archaeological resources, including but not limited to artifacts or burials, during development and housing construction.

The Owner further AGREES that if during construction any archaeological or cultural heritage resources (including human remains) are found, that all work shall cease and the Ministry of Tourism, Culture and Sport be notified and only commenced with the Ministry's concurrence.

## **28. STORMWATER MANAGEMENT**

- a) The Owner AGREES to implement the requirements incorporated in the Draft Plan Conditions attached as Schedule "F" and any reports submitted to Kawartha Region Conservation Authority and the City pertaining to:
  - i) pre and post development run-off flows and water balance calculations, and the intended means of conveying stormwater flow from each Lot, Block and the entire proposed Plan of Subdivision;
  - ii) the anticipated impact of the Plan of Subdivision on water quality and phosphorus control, as it relates to fish and fish habitat once adequate protective measures have been taken;
  - iii) the means whereby erosion and sedimentation and their effects will be minimized on the site during and after construction;
  - iv) the site soil conditions, including grain size distribution profiles;
  - v) a site grading plan.

- b) The Owner AGREES to erect and maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to Kawartha Region Conservation Authority and the City.
- c) Prior to the execution of this Agreement, the Owner AGREES to confirm to the City that \_\_\_\_\_ Conservation Authority has reviewed and approved the stormwater management report and plan, erosion and sedimentation plan, and final Lot Grading Plans as required under this Section.

## **29. SEWER UPGRADES**

- a) **UPGRADES TO EXISTING STORM SEWER**  
*Specific requirements as applicable to the plan are to be inserted.*
- b) **UPGRADES TO EXISTING SANITARY SEWER**  
*Specific requirements as applicable to the plan are to be inserted.*

## **30. OTHER UPGRADES**

*Specific requirements as applicable to the plan are to be inserted.*

## **31. PARKLAND CONTRIBUTION OR CASH-IN-LIEU**

The Owner AGREES that Blocks \_\_\_\_\_ of Plan 57M-\_\_\_\_\_ are to be dedicated to the City as parkland and that the development of the parkland is to the satisfaction of the Community Services Department of the City. The development standards for the development of the parkland are included in Schedule "C", Section 11 of this Agreement.

Alternatively, the Owner COVENANTS and AGREES that prior to the execution of this Agreement by the City, the Owner shall have paid to the City cash-in-lieu of the dedication of parkland equal to 5% of the appraised value of the Land. Such value shall be determined by an experienced and qualified land appraiser (CRA or AACI) as of the day before draft plan approval was given by the City or the most recent extension of such draft plan approval by the Director of Development Services or his designate. The appraisal report shall accompany the cash-in-lieu payment. The City is not required to accept the appraisal report and reserves the right to peer-review the appraisal report and negotiate the cash-in-lieu payment. Said amount is \_\_\_\_\_ (\$\*\*\*,\*\*\*.\*\*\*) based on the appraisal of the entire draft approved plan dated \_\_\_\_\_.

## **32. SCHEDULES**

The City and the Owner agree that the following Schedules shall form part of this Agreement:

- |                |   |
|----------------|---|
| Schedule "A"   | – Description of Land (attached)                      |
| Schedule "A-1" | – Engineering Drawings (Complete Set & Electronic CD) |
|                | To be on file with the City of Kawartha Lakes         |
| Schedule "B"   | – Land for Municipal Purposes (attached)              |

- |                |  |
|----------------|--|
| Schedule "B-1" | – Plan of Easements                              |
| Schedule "C"   | – Specifications and Standards (attached)        |
| Schedule "D"   | – Summary of Estimated Costs (attached)          |
| Schedule "E"   | – Lot Grading Plan (on file with City)           |
| Schedule "F"   | – Conditions of Draft Plan Approval (attached)   |
| Schedule "G"   | – Special Warnings and Notices (attached)        |
| Schedule "H"   | – Composite Utility Plan (on file with the City) |
| Schedule "I"   | - Letter of Undertaking (attached)               |

**33. LOCAL SERVICE AND LOCAL CONNECTION CHARGE WHERE MUNICIPAL URBAN SERVICES EXIST**

The Owner acknowledges and confirms that all charges, payments, works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof are characterized as:

- a) local services installed at the expense of the Owner within the Plan of Subdivision as a condition of the approval under Section 51 of the Planning Act;
- b) local connections to watermains, sanitary sewers and storm drainage facilities installed at the expense of the Owner; and are not related to development within the meaning of the Development Charges Act.

**34. BUFFER AND FENCING REQUIREMENTS**

If applicable, the Owner AGREES to install privacy and noise attenuation fencing in accordance with the requirements of Schedule "C", Section 12.

**35. CANADA POST REQUIREMENTS**

The Owner COVENANTS AND AGREES to provide the City with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community Mail Boxes (CMBs) as required by Canada Post Corporation and in accordance with the requirements of Schedule "C" Section 14 at the time of sidewalk and/or curb installation. The Owner further covenants and agrees to notify prospective purchasers of locations of CMBs in accordance with Schedule "G" Item 1I) and that home/business mail delivery will be provided via CMB, provided the Owner has paid for the activation and equipment installation of the CMBs.

**36. MINISTRY OF TRANSPORTATION REQUIREMENTS**

*Specific requirements as applicable to the plan are to be inserted.*

**37. MINISTRY OF NATURAL RESOURCES AND FORESTRY REQUIREMENTS**

*Specific requirements as applicable to the plan are to be inserted.*

**38. MINISTRY OF THE ENVIRONMENT CONSERVATION AND PARKS**

The Owner shall comply with all requirements of Ministry of the Environment Conservation and Parks Environmental Compliance Approval

Number \_\_\_\_\_, issued \_\_\_\_\_ as amended, for the sewers and stormwater management facilities.

### **39. SUBORDINATION**

The Owner shall be required to provide the postponement or subordination of any existing mortgage or charge holder prior to the registration of this Agreement.

### **40. MISCELLANEOUS**

- a) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words “at the expense of the Owner” unless the Agreement specifies otherwise.
- b) The City and Owner AGREE that they shall perform all of their respective obligations under this Agreement in an expeditious manner, which obligations include those set out in the Schedules attached hereto.
- c) In the event that a Court determines that any provision of this Agreement, including any provisions set out in the Schedules attached to this Agreement is void or unenforceable:
  - i) such provision shall be deemed severed from the Agreement and the balance of the Agreement and its Schedules shall continue in full force and effect; and
  - ii) the parties shall provide and perform such further assurances as are necessary to ensure the implementation of those provisions deemed severed.
- d) The parties agree and acknowledge that the City has the authority and jurisdiction to enter into, perform and enforce the provisions of the Agreement, including its Schedules.
- e) It is hereby agreed and declared that where in this Agreement the context or required, words in the singular include the plural, words in the plural include the singular, and words importing the masculine gender include the feminine and neutral gender.

### **41. REGISTRATION OF AGREEMENT**

a) The Owner and the City hereby AGREE that this Agreement and the Schedules hereto shall be registered upon the title of the Land affected by this Agreement, such registration shall be at the expense of the Owner. The Owner acknowledges that the City, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with s. 442 of the *Municipal Act, 2001*.

b) In the event that the Plan of Subdivision has not been registered within one (1) year from the date of this Agreement, the City may, at its option, on one (1) month's notice to the Owner, declare this Agreement to be null and void, whereupon the Owner declares that he or she will not register the Plan of Subdivision or make any improvements upon the Land and the proposed Plan of

Subdivision until a new Agreement has been executed by the parties.

**42. IT IS DECLARED AND AGREED** that this Agreement and the covenants, provisions, conditions and Schedules herein contained shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors or assigns of each of the parties hereto. “Owner” where used in this Agreement, and in addition to its accepted meaning, shall mean and include an individual, an association, a partnership, or an incorporated company, and wherever the singular is used herein, it shall be construed as including the plural.

IN WITNESS WHEREOF the Corporate Seal of the City and of the Owner is hereunto affixed under the hands of its proper officers in that behalf.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

\_\_\_\_\_  
Andy Letham, MAYOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cathie Ritchie, CITY CLERK

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's Name:

\_\_\_\_\_  
Date

Title:

*I have the authority to bind the Corporation.*

|

**SCHEDULE “A”**

**DESCRIPTION of the LAND**

*Legal description of the Land shall be inserted.*

The Land affected by this Agreement is legally described as \_\_\_\_\_ now in the City of Kawartha Lakes. More particularly, the Land is described as, Lots \_\_\_\_\_ both inclusive, and Blocks \_\_\_\_\_, both inclusive, as shown on Plan 57M-\_\_\_\_\_, City of Kawartha Lakes.

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**SCHEDULE “A-1”**

**ENGINEERING DRAWINGS**

(Must include the complete drawing set in both hardcopy and digital formats)

*The following drawings listed hereafter and prepared by the Engineer shall constitute part of this Agreement and are on file with the City and identified as forming Schedule A-1 by the signatures of the Owner and the City.*

***Consultant, Project Number, Drawing Titles and Numbers, and Dates to be inserted.***

- Drawing No. \_\_\_\_\_ : General Notes
- Drawing No. \_\_\_\_\_ : General Above and Underground Services
- Drawing No. \_\_\_\_\_ : Grading Control Plan
- Drawing No. \_\_\_\_\_ : General Removals Plan
- Drawing No. \_\_\_\_\_ : Storm Sewer Drainage Area Plan
- Drawing No. \_\_\_\_\_ : Sanitary Sewer Drainage Area Plan
- Drawing No. \_\_\_\_\_ : Details
- Drawing No. \_\_\_\_\_ : Standard Details – OPSD
- Drawing No. \_\_\_\_\_ : Plan and Profile – Street ‘A’
- Drawing No. \_\_\_\_\_ : Plan and Profile – Storm Easement
- Drawing No. \_\_\_\_\_ : Plan and Profile – Street ‘B’
- Drawing No. \_\_\_\_\_ : Erosion and Sediment Control Plan
- Drawing No. \_\_\_\_\_ : Erosion and Sediment Control Details
- Drawing No. \_\_\_\_\_ : Construction Management Plan
- Drawing No. \_\_\_\_\_ : Landscape & Streetscape Plans
- Drawing No. \_\_\_\_\_ : Composite Utility Plan
- Drawing No. \_\_\_\_\_ : Signage and Pavement Marking Plan
- Drawing No. \_\_\_\_\_ : Landscape Plan
- Drawing No. \_\_\_\_\_ : Landscape Plan Details

**SCHEDULE “B”**

**LAND FOR MUNICIPAL PURPOSES**

**1. EASEMENTS FOR GENERAL MUNICIPAL PURPOSES**

The Owner shall grant at its expense and in favour of the City the following easements for General Municipal Purposes: being Part\_\_\_\_\_, inclusive, shown on Plan 57R-\_\_\_\_\_ and attached as Schedule B1.

**2. EASEMENTS FOR UTILITY PURPOSES**

The Owner shall grant such easements as may be required for utility purposes to the appropriate authority.

**3. PUBLIC HIGHWAYS**

The streets to be constructed in this development named, \_\_\_\_\_ shall be conveyed and dedicated to the City of Kawartha Lakes for public highway purposes at no cost to the City and free of all liens and encumbrances.

**4. 0.3 METRE RESERVES**

The Owner shall convey Block(s) \_\_\_\_ to \_\_\_\_\_, inclusive, as shown on Plan 57M-\_\_\_\_ (16T-xxxxx) to the City for the purpose of a 0.3 m reserve.

**5. STORMWATER MANAGEMENT FACILITIES**

The Owner shall construct the stormwater management facility for the Plan of Subdivision on Block(s) \_\_\_\_ of Plan 57M- \_\_\_\_ and shall convey Blocks\_\_\_\_\_ each for construction and placement of a stormwater management pond and sediment drying areas, and Blocks \_\_\_\_\_ for access and drainage to the stormwater management ponds of Plan 57M-\_\_\_\_ to the City.

**6. PARKLAND**

The Owner shall convey Blocks\_\_\_\_\_ of Plan 57M-\_\_\_\_ to the City for parkland.

|

**SCHEDULE “B-1”**

**PLAN OF EASEMENTS**

Page 1 of 2

**Attach to Agreement**

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**SCHEDULE "C"**

**SPECIFICATIONS AND STANDARDS**

**1. General**

Public Services shall be constructed in accordance with the specifications and standards of the City of Kawartha Lakes as amended from time to time and the most recent editions of the Ontario Provincial Standard Specifications and Ontario Provincial Standard Drawings adopted as specifications and standards of the City of Kawartha Lakes.

**2. Roadways**

Roadways shall be designed in accordance with design data and criteria of the Ministry of Transportation as revised from time to time.

Roadways shall be constructed in the locations and to the widths and grades indicated within Schedules "A-1" and "E" and set out in Schedule "D" attached hereto.

- i) Excavation
- ii) Grading
- iii) Subgrade compacted to 95% standard proctor density;
- iv) 300mm minimum compacted depth of Granular "B", Type II;
- v) 150mm minimum compacted depth of crushed gravel, Granular "A";
- vi) Subdrains
- vii) Boulevards
- viii) Hot Mix Asphalt Pavement: 50 mm compacted depth of hot-mix, hot laid base course asphalt, HL-8 course mix and 40 mm compacted depth of hot-mix, hot laid base course asphalt, HL-4. The thickness of asphalt shall represent compacted depths.

The Owner shall, maintain the roadways in a usable condition for vehicular traffic until such time as the roadways have been assumed by the City. The Owner shall repair the roadway within twenty-four (24) hours of receiving notice, or of the Engineer receiving notice to do so from the Director.

Immediately prior to the construction of the final gravel course and the surface treatment, the previously constructed gravel course shall be inspected by the Director and where, in the opinion of the Director, the surface has become contaminated, the Owner shall remove all such contaminated areas and replace with acceptable material, all at no cost to the City.

**3. Curbs and Gutters and Sidewalks**

Concrete curb and gutter shall be constructed in accordance with the OPSS - 353. Curb and gutter shall be constructed on both sides of all streets.

The type of curb and gutter to be installed shall be as follows:

- i) Concrete barrier curb shall be constructed in accordance with OPSD 600.040 as determined by the City.
- ii) Curb and gutter terminations shall be constructed in accordance with the OPSD 608.010.
- iii) Sidewalks shall be constructed in all locations as indicated within the site set out in Schedule "D" attached hereto and in accordance with OPSS - 351.
- iv) Ramps shall be constructed at all intersecting streets and where public walkways intersect a street.

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#### 4. Watermains

Watermains, including valves, valve boxes, hydrants etc. shall be installed in accordance with the Ministry of the Environment's *Design Guidelines for Drinking-Water Systems* to which the Form 1 was subject and in the location indicated on Schedule "A-1" and shall be of such size as required by the Director as set out in Schedule "D" hereto.

#### 5. Sanitary Sewers

a) Sanitary sewers of a size approved by the Director shall be installed on all streets and easements, etc., as required to adequately service the Plan and adjacent contributory areas. Sewers shall be installed complete with manholes and connected to an adequate outlet as indicated on engineering plans prepared by the Engineer and approved by the City as indicated in Schedule "A-1" and set out on Schedule "D" attached hereto.

b) Sanitary sewer pipe shall be a minimum nominal diameter of 200mm and shall be manufactured of one of the following materials:

- i) P.V.C. plastic meeting the requirements of A.S.T.M. designation D3034, CSA Standard B182.4 and having an S.D.R. of 35 maximum.
- ii) A.B.S. composite wall (Truss Pipe) as manufactured by Armco Canada Limited or an approved equal meeting the requirements A.S.T.M. designation D2680.
- iii) Polyethylene meeting the requirements of A.S.T.M. designation D1248.

c) Unless otherwise specified, sewer pipe shall be laid in a Class "B" bedding consisting of approved crushed granular material mechanically compacted to a minimum Proctor Density of 95% in 150mm layers under the pipe to a depth of one-third (1/3) the outside diameter, such depth being a minimum of 150mm and a maximum of 300mm (200mm in rock). Like material shall be placed in 150mm layers, similarly compacted, on both sides of the pipe and to a depth of 300mm above the pipe, to the full width of the trench, which, at the top

of the pipe, shall not exceed 600mm plus the outside diameter of the pipe. Where conditions warrant, the bedding material under the pipe and alongside the pipe up to the spring-line of the pipe shall be open graded 19mm crushed rock.

d) Upon completion of base asphalt all sanitary manholes shall be fixed with a Manhole Inflow Dish/Cover manufactured by Cretex Specialty Products or approved equivalent made of High Density Polyethylene (HDPE) Copolymer meeting the requirements of ASTM D-1248 Class A, Category 5, Type III. All Manhole Inflow Dishes shall come with a manufactured strap for removal and an appropriate valve for venting gas and relieving vacuum pressure. Manhole Inflow Dishes shall remain in place and in a proper state of repair until final assumption of the subdivision.

## **6. Storm Sewers**

Storm sewers, including manholes, catch basins and connections shall be installed in the locations and of such sizes as indicated within the Land on Schedule "A-1" of engineering plans prepared by the Engineer and approved by the City and set out on Schedule "D" attached hereto. Storm sewers shall be designed in accordance with current design data of the Municipal Works Department and shall properly drain the Land on the said Plan and accommodate the drainage from abutting land and runoff from the roofs of buildings erected in the said Plan as indicated on Schedule "A-1" attached hereto and shall be constructed to an adequate outlet.

Storm sewer pipe shall be PVC or concrete with rubber gasket joints. Bedding shall be Class "B" unless otherwise stipulated, consisting of approved crushed granular material mechanically compacted to a minimum Proctor Density of 95% in 150mm layers under the pipe to a depth of one-third (1/3) the outside diameter, such depth being a minimum of 150mm and maximum of 300mm. Like material shall be placed in 150mm layers, mechanically compacted, on both sides of the pipe and to a depth of 300mm above the pipe, to the full width of trench, which, at the top of pipe, shall not exceed 600mm plus the outside diameter of the pipe.

## **7. Stormwater Management Facility**

The Owner AGREES to implement any and all of the works identified in the Stormwater Management Report that details methods to be used to ensure storm water quality controls in accordance with the Ministry of Environment 'Stormwater Management Planning and Design Manual' (2003), including all water balance, water quality control, water quantity control, sediment and erosion control, and phosphorus control to the satisfaction of the City and \_\_\_\_\_ Conservation Authority.

## **8. Service Connections**

Water services for residential properties, as prepared by the Engineer and approved by the City as set out in Schedule "D" attached hereto, shall be installed by the Owner and shall conform to the following specifications and in

accordance with the City Guidelines:

a) **Water Service Connections:**

Water services shall not be less than 20mm internal diameter and shall be installed to the standards of the Ministry of the Environment's *Design Guidelines for Drinking-Water Systems* to which the Certificate of Approval was subject. Service boxes shall be marked by 2 x 4 markers of a minimum length of 1.5m buried to 50% of their length beside said service boxes and have that portion remaining above ground painted fluorescent blue.

b) **Sanitary Sewer Service Connections:**

i) **Material:**

Pipe: P.V.C. plastic or A.B.S. solid wall plastic meeting the requirements of C.S.A. Standard B182.1 and having an S.D.R. of less than 29. The internal diameter shall be not less than 100mm.

Saddles: Cast iron, strap-on type or plastic, solvent-type compatible with the type of pipe being used and complete with stainless steel straps. Alternatively, manufactured tee branches may be used.

Plugs: Metal, compression type or mechanical expansion type providing a leak-proof seal. Caps shall not be used without the prior written approval of the Director.

ii) **Installation:**

Sanitary sewer services shall be laid with a minimum fall of two (2) percent from property line to main sewer and shall be connected to the main sewer above the flow line by means of a water-tight saddle or a manufactured tee and long bend. All sewer services shall be installed on a line perpendicular to the main sewer. Holes to be made in the main sewer to receive saddles shall be made using a drilling machine specifically designed and manufactured for that purpose.

Sewer service pipe shall be bedded in approved crushed granular material compacted to a depth of 150mm below the pipe and to a height of 300mm above the pipe and to the full width of the trench. All services shall be terminated with a collar and water-tight plug.

iii) **General:**

The Owner shall supply the Director, prior to the service connections being assumed by the City, with a list of the locations of sewer service connections at the main sewer and at the street line along with the depths of such connections at the street line.

Such locations shall be listed against Lot numbers to which they apply.

Connections at the main sewer shall be measured from the nearest downstream manhole and locations at the street line from the nearest lot corner. All such

horizontal measurements shall be to the nearest 100mm.

The location of all sanitary sewer connections shall be marked at the street line with a 2 x 4 marker of sufficient length to extend from the end of the pipe vertically to a minimum of one metre above ground. The portion above ground shall be painted fluorescent green and marked "SAN" in black lettering.

c) **Storm Sewer Service Connections:**

i) **Material:**

Pipe: P.V.C. plastic or A.B.S. solid wall plastic meeting the requirements of C.S.A. Standard B182.1 and having an S.D.R. of less than 29.

The internal diameter shall be not less than -150mmø -.

Saddles: Cast iron, strap-on type or plastic, solvent-type compatible with the type of pipe being used and complete with stainless steel straps. Alternatively, manufactured tee branches may be used.

Plugs: Metal, compression type or mechanical expansion type providing a leak-proof seal. Caps shall not be used without the prior written approval of the Director.

Sump

Pumps: All dwellings constructed in the Plan of Subdivision shall be equipped with a sump pump for foundation drainage. Shop drawings of the sump pump including details of the sump pit complete with check valve and the location of the outlet shall be submitted to the City for review and approval prior to issuance of a Building Permit.

ii) **Installation:**

Storm sewer services shall be laid with a minimum fall of one (1) percent from property line to main sewer and shall be connected to the main sewer above the flow line by means of a water-tight saddle or a manufactured tee and long bend. All sewer services shall be installed on a line perpendicular to the main sewer. Holes to be made in the main sewer to receive saddles shall be made using a drilling machine specifically designed and manufactured for that purpose.

Sewer service pipe shall be bedded in approved ¾" stone material compacted to a depth of 150mm below the pipe and Granular "A" to a height of 300mm above the pipe and to the full width of the trench. All services shall be terminated with a collar and water-tight plug.

The Parties AGREE that until a backflow valve and sump pump system has been installed in the basement of each dwelling in accordance with the approved shop drawings to the satisfaction of the City, the City will withhold the issuing of an Occupancy Permit for such dwelling so as to ensure that the building is protected from the potential harmful surcharging of the storm sewer system.

i) **General:**

The Owner shall supply the Director, prior to the storm service

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connections being assumed by the City, with a list of the locations of storm sewer service connections at the main sewer and at the street line along with the depths of such connections at the street line. Such locations shall be listed against Lot numbers to which they apply. Connections at the main sewer shall be measured from the nearest downstream manhole and locations at the street line from the nearest lot corner. All such horizontal measurements shall be to the nearest 100mm.

The locations of all storm sewer connections shall be marked at the street line with a 2 x 4 marker of sufficient length to extend from the end of the pipe vertically to a minimum of one metre above ground. The portion above ground shall be painted fluorescent green and marked "ST" in black lettering.

#### **9. Street Lighting and Electrical Distribution**

The Owner shall be responsible for the supply and installation of all street lighting poles, luminaries, brackets, wiring and controls, etc. Equipment and installation shall meet the standards of the City, as revised from time to time. Wiring shall be done to the standards required by Hydro One Networks Inc. and all expenses incurred by Hydro One Networks Inc. and the City for inspection of the street lighting works and the connection of the street lighting works into Hydro One Networks Inc. electrical system shall be borne by the Owner.

Prior to energization of the street light and electrical distribution system the Owner shall contact the Electrical Safety Authority (hereinafter referred to as "ESA") at 1-800-305-7383 and schedule the inspection of the street light and electrical distribution system works, arrange for a copy of the ESA's "Connection Authorization" to be forwarded to the Director and arrange for Hydro One Networks Inc. to provide the Director with 48 hours notification of their intent to energize the street light and electrical distribution system.

The Owner shall ensure that no shrubs or trees are planted closer than one (1) metre from the three sides of any hydro transformer and not within two (2) metres of any door opening to said transformer.

#### **10. Pedestrian/Cycling Trail**

***Specifics related to the plan must be inserted.***

#### **11. Parkland**

The Owner shall convey Block(s) \_\_\_\_\_ of Plan 57M-\_\_\_\_ to the City as parkland. The parkland will be developed by the Owner to the design and specifications outlined in the engineering design drawings and the landscape plans for the subdivision and as approved by the City.

Alternatively, the Owner shall pay to the City cash-in-lieu of the dedication of parkland equal to 5% of the appraised value of the Land. Such value shall be determined by an experienced and qualified land appraiser (CRA or AACI) as of the day before draft plan approval was given by the City or the most recent extension of such draft plan approval by the Director of Development Services or

his designate. The appraisal report shall accompany the cash-in-lieu payment. The City is not required to accept the appraisal report and reserves the right to peer-review the appraisal report and negotiate the cash-in-lieu payment. Said amount is \_\_\_\_\_ (\$\*\*\*,\*\*) based on the appraisal of the entire draft approved plan dated \_\_\_\_\_.

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**12. Buffering and Fencing Requirements**

*Specifics related to the plan must be inserted and referenced in the engineering design drawings.*

**13. Walkway**

*Specifics related to the plan must be inserted and referenced in the engineering design drawings, including cross-sections, as applicable.*

**14. Canada Post Requirements**

The Owner shall be responsible for the supply and installation of Community Mail Boxes (CBMs) within the Plan of Subdivision to the satisfaction of the City and Canada Post in accordance with the following requirements:

- a) The Owner shall meet all financial obligations for the placement of Canada Post infrastructure.
- b) The Owner shall provide, at the Owner's expense, curb depressions at the Community Mailbox location two (2) metres in width and no higher than 25mm.
- c) The Owner shall provide, at the Owner's expense, a paved lay-by at the Community Mailbox location when required by the municipality.
- d) If a grassed boulevard is planned between the curb and the sidewalk where the Community Mailbox is located, the Owner shall install at the Owner's expense, a walkway across the boulevard one (1.0) metre in width and constructed of a material suitable to the City. In addition, the Owner shall ensure that this walkway is accessible by providing a curb depression between the street and the walkway. The depression shall be one (1.0) metre wide and no higher than 25mm.
- e) Canada Post must be contacted prior to implementation for the approval of proposed mailbox locations.
- f) The Owner shall inform all prospective purchasers, through a clause in all Agreements of Purchase and Sale, as to those lots identified for potential Community Mail Box, mini-park and /or locations.

**15. House Numbers**

All house numbers and street addresses within the Plan of Subdivision shall be allocated by the Chief Building Official. A table listing the approved street addresses is provided in Section 21 of Schedule "C". It shall be the responsibility of the Owner to furnish the subsequent purchaser of each Lot and Block with the correct house number and street address.

16. Street Signs

All signage and appurtenances shall be installed in accordance with City standards in the location shown on the approved Engineering Drawings as listed in Schedule “A-1” and as outlined in Schedule “D”. Signage shall include street name signs, regulatory signs, and warning signs, including signs confirming the roads are not assumed by the City. All signage shall be maintained by the Owner until the assumption by-law for the roadways is passed by the City.

17. Driveway Entrances

Driveway entrances for each building Lot must be paved between the curb and sidewalk or between the curb and the street line where no sidewalk exists or will exist. The minimum acceptable depths of granular and asphalt will be as follows:

- Granular “A” – 150mm (minimum)
- Surface Hot Mix Asphalt, H.L.-3 or H.L.-3A – 50mm compacted depth (minimum).

Cut-down curbing for driveway entrances for each Lot shall be as shown on Schedule “A-1” hereto and shall be on the side of the Lot remote from the water service. In no case shall a driveway or driveway entrance be sited over a water service or a hydro service.

The location of any house or building on any Lot is set by the driveway entrance location and width noted on Schedule “A-1” hereto. In order that the house or building be sited in any other manner, the Owner or the builder shall have received a waiver from each of the utility companies that might be affected in any way by such change in siting and shall have agreed with the City to pay all costs suffered by the City or the affected utility companies as a result of such change in siting.

18. Boulevards

All boulevards (i.e. all areas between the property line and gravel shoulder and/or curb, if applicable) which are not utilized for sidewalk or driveways shall be properly graded and covered with a minimum of 150mm of topsoil and nursery sod prior to the placement of top course asphalt.

Street tree planting shall be in accordance with the Streetscape Plan and shall be completed as each phase is at final grade with sidewalk and sod in place. The boulevard must be completed prior to street trees being planted.

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19. Construction Plans

All Public Services required under this Agreement shall be constructed in strict accordance with Construction Plans approved by the Director. No deviation in line, grade, or location of any service shall be made without the prior written approval of the Director.

Prior to the start of construction of any of the Public Services required by this Agreement, the Owner shall supply the Director with a complete set of

approved construction drawings in standard hardcopy and digital formats.

## 20. Camera Inspection of Sewers

All sewers shall be video inspected in accordance with the requirements of OPSS – 409 by a qualified pipeline inspection company approved by the Director. The inspection company's written report, including the photographs and/or videos shall be reviewed by the Owner's Engineer for the purpose of developing proposed corrective action plans for observed defects or deficiencies with the sewer installation. The inspection company's written report, including the photographs and/or videos and the Owner's Engineer's corrective action plans, if any, shall be submitted to the Director for review and approval prior to commencement of the corrective measures. All completed corrective measures shall be video inspected and approved by the Director prior to assumption of the sewers by the City.

## 21. Addressing

It shall be the responsibility of the Owner to furnish the subsequent purchaser of each Lot with the correct address. The Lots and Blocks in the Plan of Subdivision will have the addressing as shown below:

## Addressing for Residential Lots, Stormwater Management Blocks, Park Blocks

[illegible]

Lot # / Block on Draft Plan 16T-xxxxx	Address

**22. Requirement for Blasting**  
*Specifics related to the plan must be inserted.*

**23. Dumping of Fill or Debris**  
The Owner AGREES to neither store nor dump, nor permit to be stored nor dumped, any fill, debris, refuse nor other material, nor to remove nor permit to be removed, any topsoil nor fill from any Land presently owned by or to be conveyed to the City without the written consent of the Director.

**24. Disposal of Construction Garbage**  
The Owner AGREES to manage the disposal of all construction garbage and debris from the Land in an orderly and sanitary fashion, at the expense of the Owner.

**25. Qualitative and Quantitative Tests**  
The Owner AGREES that the Director may have qualitative and quantitative tests made of any materials or equipment installed or proposed to be installed on public land. The costs of such tests shall be paid by the Owner.

**26. Maintenance, Closing and Use of External Roads**  
The Owner shall, at all times during the term of this Agreement, ensure that all public roads abutting the Land and all public roads used for access to the Land, during any construction on the Land, shall be maintained in a condition equal to that now existing and to the approval of the Director. If damaged, the Owner AGREES to restore immediately, at his expense, such road to a condition equal to that existing at the time of such damage and to the approval of the Director.

The Owner AGREES that no public road shall be closed without the prior written approval of the authority having jurisdiction over such public road.

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The Owner AGREES not to use or occupy any untraveled portion of any public road allowance without the prior written approval of the authority having jurisdiction over such public road allowance.

The Owner AGREES that all trucks making delivery to, or taking materials from, the Land shall be covered or loaded so as not to scatter such materials on any public road.

In the event that any mud, dust, refuse, rubbish and/or other litter of any type resulting from the development of the Land is found upon highways outside of the Land, the Owner shall clean up same to the satisfaction of the Director within twenty-four (24) hours of the Director giving notice to the Owner or his agent. If the Owner has not caused same to be cleaned up within twenty-four (24) hours as aforesaid, it is agreed that the Director may, at its sole option, carry out the required clean-up work at the Owner's expense plus thirty percent (30%) of the total cost thereof for inconvenience caused to the City.

The Owner AGREES that all construction vehicles going to and from the Land shall use routes, if any, designated by the Director.

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**SCHEDULE “D”**  
**SUMMARY OF ESTIMATED COSTS**  
*Insert signed and stamped Cost Estimate spreadsheet*

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**SUMMARY OF ESTIMATED COSTS (continued)**

In accordance with Section 9. - Financial Arrangements, the Owner shall pay the Engineering Fee for the post-draft-plan approval development of the subdivision in the amount of 3.7% of the estimated construction value of the Public Services created relative to the subdivision as set out above (exclusive of H.S.T.) As per the Sub-Total cost of all works prior to H.S.T., in accordance with By-law 2007-132, the fee is \$\_\_\_\_\_. The initial payment of \$\_\_\_\_\_, which was comprised of 75% of the fee based on the estimated construction value of \$\_\_\_\_\_ per unit, was submitted on \_\_\_\_\_. Therefore the remainder fee owed is \$\_\_\_\_\_

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**SCHEDULE “E”**

**LOT GRADING PLAN**

**The Lot Grading Plans are included in the plans listed in Schedule “A-1”  
and are on file with the City.**

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SCHEDULE “F”

CONDITIONS OF DRAFT PLAN APPROVAL

The Corporation of the City of Kawartha Lakes granted draft plan approval on \*\*\*\* and such approval was subject to the following conditions:

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*The specific conditions for the plan shall be inserted.*

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**SCHEDULE “G”**

**SPECIAL WARNINGS AND NOTICES**

**1. General**

The Owner shall ensure that the following Special Warnings and Notices are included in all Agreements of Purchase and Sale for the Lots and Blocks noted below and further that said Agreements shall require all subsequent Agreements of Purchase and Sale to contain same. The Owner undertakes to deliver forthwith to all prospective purchasers who have executed Agreements of Purchase and Sale notices in substantially the same form as below and further to use his best efforts to obtain acknowledgements executed by the said prospective purchasers on or before sale or transfer of any Lot to the purchaser. All Agreements of Purchase and Sale shall include information which satisfies Subsection 59(4) of the Development Charges Act (1997). In addition, prospective purchasers of Lots are also hereby warned as follows:

**a) Warning – Stormwater Management Facilities**

The Purchaser/Grantee acknowledges that he or she is aware that the land within Block \_\_\_\_ of Plan 57M-\_\_\_\_\_ shall be used for stormwater management. In particular, Block \_\_\_\_ contains stormwater management facilities which at times may retain a level of water that may be dangerous to unattended children or to other persons not adequately supervised.

**b) Warning – Sump Pump and Backflow Valves**

The Purchaser/Grantee acknowledges that their dwelling contains a sump pump and back flow valve that discharges into a storm sewer service. The Purchaser/Grantee acknowledges and agrees that revising, modifying or failure to maintain these facilities will increase the risk of flooding of the basement. For further information contact:

City of Kawartha Lakes  
Building Division  
180 Kent Street West  
Lindsay, Ontario, K9V 2Y6

**c) Warning - Occupancy**

Occupancy of any dwelling within this Subdivision is illegal unless an Occupancy Inspection has been conducted and an occupancy permit has been issued by the Chief Building Official or by a Building Inspector employed by the City. For further information contact:

City of Kawartha Lakes  
Building Division  
180 Kent Street West  
Lindsay, Ontario, K9V 2Y6

d) **Warning - Development Charges**

Purchasers should be aware that this Plan of Subdivision is subject to the provisions of the Development Charges Act, as amended and By-law No. 2015-224 as amended.

Development Charge payments in respect of each dwelling unit approved under this Agreement are due upon \_\_\_\_\_ of the dwelling unit, subject to a maximum 3-year period of deferral from the time of the execution of the Agreement. Development Charges are subject to increase prior to their payment.

Purchasers should also be aware that, in the absence of an applicable deferral of Development Charges, the City may refuse the issuance of Building Permits for any dwelling unit for which the Development Charge has not been paid. In addition, the City may add unpaid Development Charges to the tax roll for the property and may collect such amounts as taxes.

e) **Notice – Parkland and Recreation Area**  
***Specifics to the plan are to be inserted.***

The Purchaser/Grantee acknowledges that he or she is aware that the Land within Block \_\_\_\_\_ of Plan 57M-\_\_\_\_\_ is owned by the City for parkland, community and recreational facilities including, but not limited to, walkways, musical events, other active or passive recreational and community facilities and events. The Purchaser/Grantee covenants and agrees that he or she will not object to the lawful use of said Land for such purposes as the City may lawfully permit.

f) **Notice - Future Development - Surrounding**

The Purchaser should be aware that surrounding land to the Plan of Subdivision may be rezoned to allow for future development.

g) **Notice – Rear Lot Catch Basins and Swales**  
***Specifics to the plan are to be inserted.***

The Owners of any Lot or Block which has a drainage swale or swales, a catch basin, or any other drainage works (hereinafter called "works") located thereon shall be solely responsible for the ordinary and proper operation of the works and shall be solely responsible for any and all damages or injuries which may arise from the negligent failure to do so.

The Purchaser/Grantee acknowledges that rear and side yard drainage swales cannot be altered save and except at the direction of the City. The Purchaser/Grantee acknowledges that side or rear yard Lot swales, and/or rear yard catch basins and/or associated storm sewer connections will exist on their Lot and will accept drainage from swales on adjacent Lots.

The Purchaser/Grantee of Lots \_\_\_\_ to \_\_\_\_, both inclusive, and Block \_\_\_\_ on Schedule "A-1" acknowledge that a rear yard catch basin and associated storm sewer connection will exist on his or her Lot.

h) **Notice – Fencing**

***Specifics to the plan are to be inserted.***

The Purchaser/Grantee acknowledges that he or she is aware that on Lots along the rear lot lines of Lots \_\_\_\_\_, both inclusive, an acoustic fence shall be installed and a black vinyl chain link fence shall be installed

\_\_\_\_\_ inclusive on Schedule

"A The City will own the fence upon assumption of the subdivision. No encroachment or access is permitted on the adjacent lands, beyond the fence delineation.

i) **Warning - Assumption of Municipal Services**

The Purchaser/Grantee is hereby advised that a considerable period of time may elapse before the municipal services are eligible for assumption under Municipal By-law. The Purchaser/Grantee is further advised that until Assumption of the Subdivision, the Owner is responsible for the maintenance of all Municipal Works that would otherwise be the responsibility of the City.

j) **Warning - Lot Grading and Landscaping**

The Purchaser/Grantee is hereby advised that construction of above and below ground pools, landscaping, construction of fencing, sheds and other structures, including decks, etc., will not be permitted until an Occupancy Inspection has been conducted by the City, and the subdivision lot grading has been certified by the Engineer and accepted by the City. The Purchaser/Grantee will be wholly responsible for the removal and any costs associated with removing any of the above listed construction activities.

k) **Warning - Agricultural Land**

The Purchaser/Grantee of any Lot or Block acknowledges that he or she is aware of the existence of farming operations nearby and will not object, complain or seek legal action against such nuisances as noise and odour resulting from normal farming practices.

l) **Warning – Mailbox Locations**

The Purchaser/Grantee of any Lot or Block is advised that the mail will be delivered to community mailboxes within the Plan of Subdivision. The location of the community mailboxes and/or mini-park(s) is subject to the approval of Canada Post and the City. A community mailbox will be located \_\_\_\_\_, in accordance with the Composite Utility Plan.

m) **Warning - Parking on Internal Streets**

The Purchaser/Grantee of any Lot or Block is advised that all Lots and Blocks, and all streets in the Subdivision will be subject to the Municipal By-laws. *Inter alia*, the Municipal By-laws may limit the time parked on Municipal streets.

- n) **Warning – Tree Preservation Zone**  
*Specifics to the plan are to be inserted and included on the landscape plan*
- o) **Warning – Acoustic Barriers**  
*Specifics to the plan are to be inserted and included in the engineering design drawings and Schedule “D” engineering design cost estimate.*
- p) **Warning – Hydrogeological Report**  
*Specifics to the plan are to be inserted and incorporated into the engineering design.*
- q) **Warning – Streetlights**  
*Specifics to the plan are to be inserted if rural development is proposed with no streetlights.*
- r) **Warning – Driveway Widths**  
The Purchaser/Grantee of any Lot or Block is advised that driveway widths are set by the entrance location and dimensions noted on Schedule A-1 of the subdivision agreement. The Purchaser/Grantee of any Lot or Block is further advised that the driveway widths are a component of the overall engineering design, servicing plan, and stormwater management plan. The Purchaser/Grantee will be wholly responsible for reinstating the approved driveway width if any changes are made and not approved in advance by the City of Kawartha Lakes.
- s) **Warning – Boulevard**  
The Purchaser/Grantee of any Lot or Block is advised that the area of land lying between the travelled portion of the road and the property limit of the road allowance is municipal property known as the Boulevard, within the City’s jurisdiction and control. The Purchaser/Grantee of any Lot or Block is advised they are responsible for the maintenance of grass on any portion of the Boulevard abutting their property. The Boulevard shall be kept clean and clear and cannot be altered without express written permission from the City.
- t) **Warning - Municipal Ditches**  
The Purchaser/Grantee of any lot is advised and acknowledges that storm ponding may occur in the municipal ditches.

u) **Warning – Good Housekeeping Practices**

The Purchaser/Grantee of any Lot or Block is encouraged to positively impact water quality by minimizing any use of or application of lawn fertilizers, pesticides, car fluid recycling, car washing detergents, pet wastes, and littering near all storm infrastructure.

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**SCHEDULE “H”**  
**COMPOSITE UTILITY PLAN**

*Consultant, Project Number, Drawing Title and Number, and Date to be inserted.*

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**SCHEDULE “I”**

**LETTER OF UNDERTAKING BETWEEN OWNER AND ENGINEER**

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# **The Corporation of the City of Kawartha Lakes**

## **Planning Advisory Committee Report**

**Report Number ENG2019-018**

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**Date:** August 7<sup>th</sup>, 2019

**Time:** 1:00 p.m.

**Place:** Victoria Room

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**Ward Community Identifier:** All

**Title:** Registered Subdivision Agreement Status – Lots Exist

**Author and Title:** Christina Sisson, Supervisor, Development Engineering

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### **Recommendations:**

**That** Report ENG2019-018, **Registered Subdivision Agreement Status**, be received; and

**That** Staff be directed to continue to provide annual updates for continued communication and process improvement.

**Department Head:**\_\_\_\_\_

**Financial/Legal/HR/Other:**\_\_\_\_\_

**Chief Administrative Officer:**\_\_\_\_\_

## **Background:**

The Development Review Team (consisting of Directors and senior staff from several departments) determined that it may assist with overall communication and dialogue with existing residents, if the status of registered subdivisions could be provided annually. Registered subdivisions are those for which the plans are registered and lots exist.

Staff is available to provide any additional updates and provide those details to other staff, management, Council members, and the public regularly. This report will provide the information for that ongoing communication and status updates corporately.

## **Rationale:**

Reviewing the status of subdivisions will assist in formulating any policies or procedures or process improvements to provide for the most successful and timely developments within our community. The current status is outlined in a table, attached as Appendix 'A'.

Status updates are shared regularly through coordinating meetings with staff and management in Development Services, Community Services, and Public Works. In addition, the status updates are provided through coordinating meetings held with the Utilities.

Therefore, reviewing status will provide data which can assist in formulating new procedures to support timely development.

## **Other Alternatives Considered:**

Council could choose to forego the updates in favour of the department providing its own updates individually to various customers.

## **Financial/Operation Impacts:**

By having the City take an active role in reviewing the status of the registered subdivisions, the City provides support for project management and process improvement for development within the City. In addition, the ongoing review of the status ensures the financial requirements and securities reflect the outstanding works.

## **Relationship of Recommendations to the 2016-2019 Strategic Plan:**

All development is intended to support all three goals of the Council Adopted Strategic Plan – a Vibrant and Growing Economy, an Exceptional Quality of Life,

and a Healthy Environment. Timely review of and support for growth and development can provide for all of the goals through better communication, finalized and implemented infrastructure, and openness with the residents.

### **Review of Accessibility Implications of Any Development or Policy:**

Accessibility is an integral component of the City's review of development.

### **Servicing Implications:**

The requirements for complete submissions provide the supporting information for capacity reviews for new municipal infrastructure and/or connections to existing municipal infrastructure.

### **Consultations:**

Not applicable

### **Attachments:**

Appendix 'A' – Registered Subdivision Status – Lots Exist



20190716  
Development Engineer

**Department Head E-Mail:** [jrojas@kawarthalakes.ca](mailto:jrojas@kawarthalakes.ca)

**Department Head:** Juan Rojas

<b>Subdivision Name - Location</b>	<b>Status</b>	<b>Potential Activity - Summer/Fall 2019</b>	<b>File number</b>	<b>Status</b>
<b>Adam Court - Verulam</b>	Under construction	Building	D05-35-011	Registered
<b>Arizona Heights - Bobcaygeon - Phase 1 - Sedona Court</b>	Subdivision Agreement Registered - August 28, 2018	Building	D05-19-014	Registered
<b>Black Bear Estates - Somerville - various phases - Harmonius Drive, Crocodile, Vestal</b>	Under construction	Building	D05-34-008 D05-34-010 to D05-34-014	Registered
<b>Bromont (registered) The Country Club - Lindsay - Maguire, Deacon Crescent, Logan Lane</b>	Houses built	Inspection - Underground Repairs - Top Course Asphalt	D05-18-039	Registered
<b>Bromont (Duke - 90 Logie Street) - Lindsay - Primeau Crescent</b>	Houses being built	Inspection - Deficiencies - Top Course Asphalt Placement	D05-15-003	Registered
<b>Cameron Estates Subdivision - Fenelon Township - Westlake Court</b>	Some houses built	Building and continued construction - drainage review - new engineer	D05-29-025	Registered
<b>Churchdown Crossings - Lindsay - Hutton Road</b>	Houses built	Maintenance - Top Course placed November 2017	D05-18-078	Registered
<b>Churchdown Mews - Lindsay - Moynes, Milner, and Holtom Street</b>	Houses built	Maintenance - Top Course placed November 2017 Need SWM Report	D05-18-105	Registered
<b>Cloverlea - Phase 3 Lindsay - Broad, Blueberry, Silverbrook, Briarwood, and Brackendale</b>	Houses built	Maintenance - Top Course placed October 2018 - Need SWM Report	D05-18-095	Registered
<b>Elysian Fields - Balsam Lake - various phases</b>	Draft plan approved - Agreement being finalized for Elysian Fields - Phase 4	Subdivision Agreement for final phase - extension of draft plan	D05-29-026	Phases 2 and 3 are Registered
<b>Four Winds - Phase 2 - Ops - Honeymoon, Meadow, and Songbird</b>	Houses Built	Inspection - Top Course Asphalt Required (Capital)	D05-33-009	Registered
<b>Four Winds - Phase 3 - Ops - Meadow, Songbird, and Forestview Court</b>	Under construction	Inspection - Top Course Asphalt Required	D05-33-009	Registered
<b>Gilson Point - Gilson Street</b>	Under construction	Inspection and Transfer of Review (SWM) - top Course Asphalt Required	D05-32-025	Registered
<b>Islandview Estates - Verulam - Nipigon and Avalon Drive</b>	Subdivision agreement registered - lots created		D05-35-010	Registered
<b>Mancini - Maple Hills Phase 2 - Woodville</b>	Subdivision Agreement registered - lots created	Construction	D05-23-003	Registered
<b>Manorview - Phase 16 - Lindsay - Denfield and Selena</b>	Looking for assumption - on hold for inspection and SWM pond	Inspection	D05-18-055	Registered

<b>Subdivision Name - Location</b>	<b>Status</b>	<b>Potential Activity - Summer/Fall 2019</b>	<b>File number</b>	<b>Status</b>
<b>Orchard Meadows - Lindsay - Springdale Drive and Claxton Crescent</b>	Subdivision Agreement Registered	Construction	D05-18-106	Registered
<b>Pearson Farms - Phase 2 - Lindsay</b>	Built out	Review of Status	D05-18-048	Registered
<b>Pearson Farms - Phase 3 - Lindsay</b>	Built out	Review of Status	D05-18-059	Registered
<b>Pearson Farms - Phase 4 - Lindsay</b>	Built out	Review of Status	D05-18-069	Registered
<b>Pearson Farms - Phase 4B - Lindsay - Gee and Matchett Crescent</b>	Built out	Inspection - Drainage -Top Course Asphalt Required	D05-18-069	Registered
<b>Port 32 - Phase 4 - Bobcaygeon</b>	Houses being completed - requires top course	Top Course Asphalt Placement	D05-19-008	Registered
<b>Sandbourne Industrial Park - Pontypool</b>	Subdivision agreement registered - lots created	Building	D05-31-021	Registered
<b>Springdale - Phase 2 - Lindsay - Liam Street and Newton</b>	Under construction	Maintenance - Top Course Asphalt placed October 2018	D05-33-010	Registered
<b>Trails of the Kawarthas - Phases 3 and 4 - Lindsay - Cook Street, Power Court, and MacQuarrie</b>	SWM Pond Assumption	Assumption By-Law Registered December 2017 - SWM Pond unassumed	D05-18-071	Registered and Roads Assumed
<b>Woodland Hills - Phase 2 - Bethany - Rustlewood</b>	Houses being built	Inspection - top Course Asphalt Required	D05-31-015	Registered
<b>Woods of Jennings Creek - Phase 1 South - Lindsay - Alcorn</b>	Subdivision agreement registered - lots created	Inspection and Building	D05-18-084	Registered
<b>Woods of Jennings Creek - Phase 1 North - Lindsay - Springdale Drive and Claxton Crescent</b>	Subdivision agreement registered - Amending agreement	Inspection and Building	D05-18-084	Registered