

The Corporation of the City of Kawartha Lakes

Agenda

Planning Advisory Committee Meeting

PC2019-11

Wednesday, November 6, 2019

1:00 P.M.

Council Chambers

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

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1.	Call to Order and Adoption of Agenda	
2.	Declarations of Pecuniary Interest	
3.	Public Meeting	
3.1	PLAN2019-061	4 - 17
	Quadri Adebayo, Planner II An application to amend the Town of Lindsay Zoning By-law 2000-75 on land described as Part Lot 20, Concession 5, Plan 82, Part of Lot 8, Part 1 on 57R-7955, former Town of Lindsay, identified as 257 Kent Street West - 2680749 Ontario Inc.	
3.2	PLAN2019-063	18 - 31
	Sherry Rea, Development Planning Supervisor Applications to amend the City of Kawartha Lakes Official Plan and the Township of Ops Zoning By-law 93-30 on land described as Part of Lot 16, Concession 5, geographic Township of Ops, identified as 354 Angeline Street South, Lindsay - Lindsay Agricultural Society	
3.3	PLAN2019-064	32 - 44
	Ian Walker, Planning Officer - Large Developments Applications to amend the Town of Lindsay Official Plan and Zoning By-law 2000-75 on property identified as vacant land on Angeline Street South, Lindsay - DDB Investment Group Limited	
4.	Business Arising from Public Meeting	
5.	Deputations	
6.	Correspondence	
7.	City of Kawartha Lakes Reports	
7.1	PLAN2019-065	45 - 122
	Richard Holy, Manager of Planning Request by 2594441 Ontario Inc. to enter into a Subdivision Agreement for Plan of Subdivision 16T-08503, King's Wharf Estates Subdivision on land described as Part of Lots 21 and 22, Concession 13, geographic Township of Emily	

8. Adjournment

The Corporation of the City of Kawartha Lakes

Planning Advisory Committee Report

Report Number PLAN2019-061

Meeting Date: **November 6, 2019**

Public Meeting

Description: An application to amend the Town of Lindsay Zoning By-law 2000-75 to change the zone category from Mixed Residential Commercial (MRC) Zone to Mixed Residential Commercial Special Exception (MRC**) Zone. The purpose of the rezoning is to facilitate a technical amendment that will permit a supplementary commercial use not included amongst the list of permitted uses in the MRC Zone on the land described as Part Lot 20, Concession 5, Plan 82, Part of Lot 8, Part 1 on 57R-7955, former Town of Lindsay, now City of Kawartha Lakes, identified as 257 Kent Street West (2680749 Ontario Inc.) – Planning File D06-2019-027)

Ward Number: **7 - Lindsay**

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

Recommendations:

That Report PLAN2019-061, respecting Part Lot 20, Concession 5, Plan 82, Part of Lot 8, Part 1 on 57R-7955, former Town of Lindsay, and identified as 257 Kent Street West; Application No. D06-2019-027, be received;

That a Zoning By-law Amendment respecting application D06-2019-027, substantially in the form attached as Appendix E to Report PLAN2019-061, 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 inherent zone category permits a variety of residential and commercial uses, including residential dwelling units above a permitted commercial use. The existing single storey building on the property (built circa 1925 – MPAC) already functions as the latter, containing a dwelling above the ground floor commercial space. According to information provided by the applicant, it is understood that the ground floor was an office space formerly occupied by Coe, Fisher, Cameron Ontario Land Surveyors for approximately 50 years. Given that the permitted commercial uses in the Mixed Residential Commercial (MRC) Zone are specific with guiding definitions in the Town of Lindsay Zoning By-law, a rezoning is required in order to permit a home improvement-type use to be operated out of the ground floor space of the building in the form of a showroom for the sale of bathroom and kitchen fixtures with related furnishing. For clarity, the use is to be termed as a 'home improvement showroom' with supplementary definitions.

Owner:	2680749 Ontario Inc.
Applicant:	Don Gordon, Gordon Planning Advisors Inc.
Legal Description:	Part Lot 20, Concession 5, Plan 82, Part of Lot 8, Part 1 on 57R-7955, former Town of Lindsay
Designation:	Residential-Commercial in the Town of Lindsay Official Plan
Zone:	Mixed Residential Commercial (MRC) Zone within the Town of Lindsay Zoning By-law 2000-75
Lot Area:	1,177.5 square metres (0.29 acres)
Site Servicing:	Municipal water and sanitary sewers
Existing Uses:	Residential (Upper Floor) / Commercial (Ground Floor)
Adjacent Uses:	North: Kent Street West, Community Facility (Lindsay Collegiate and Vocational Institute) East: Commercial (Dominion Lending Centres) West: Commercial (Spot Star Restaurant) South: Residential

Rationale:

The property is located on the south side of a major arterial road (Kent Street West) which facilitates access to and from the mix of land use offerings that abuts this road. Similar semi-repurposed residential buildings (ground floor commercial spaces with residential above) exists along the south side of Kent Street West between Sussex Street South and Angeline Street South. The architectural-style of these buildings also suggests that they were probably developed around the same period as the subject site in the 1900s.

The commercial use established by the former occupant of the ground floor space is proposed to be maintained. Likewise, the residential functionality of the upper floor is proposed to be preserved.

The proposed use (Crystal Bath and Plumbing) specializes in kitchen and bathroom renovations. The owners have operated the business in Toronto for considerable number of years and have now decided to relocate the venture to City of Kawartha Lakes. It is a business where customers view and select products from options displayed in the showroom. The selected products are then shipped to individual work sites from a separate warehouse for installations. Adequate parking is available and no new additions or alterations are proposed to the external built form that would necessitate further parking requirements.

The applicant submitted a Planning Brief with Traffic Letter prepared by Gordon Planning Advisors Inc. in support of the application. This document discusses the appropriateness of the proposal as good planning and in keeping with both provincial and local planning policies. The proposal was justified in the document as follows:

1. That the property has always maintained mixed residential-commercial functionality prior to the adoption of the Town of Lindsay Zoning By-law in the 1978. Since the proposal is focused on adding a use only, any other zoning standard deficiencies within the MRC Zone provisions are considered legal non-complying at this time given no building alteration or additions are proposed;
2. That the business (Crystal Bath and Plumbing) will have one (1) full-time and two (2) part-time staff on site at any one time. And that since the layout space for the day to day business operation comprise of a showroom with accessory office space (a modest gross floor area of approximately 170 square metre), and not operated like a typical commercial business with retail sales, the number of customers on site at any one time is not expected to exceed five (5). Therefore, the vehicular traffic generated by the business will be less than nearby commercial business, particularly of retail variety. Vehicle use on the site will be characterized by cars, SUVs and pick-up trucks used by staff and customers, and small single axle trucks used for deliveries. Deliveries are projected to be sporadic, averaging one per month, to be made by single axle commercial trucks and not tractor trailer type vehicles; and
3. That the current minimum parking requirement of eight (8) parking spaces including a designated accessible parking for the property is met with a total of twelve (12) available parking spaces. The breakdown for the parking requirement constitute one (1) parking space for the residential accessory dwelling, plus one (1) parking space per 25 square metre of the gross floor area of the commercial space with 3% of the total requirement dedicated to accessible parking.

Staff has reviewed the planning brief and accompanying documentation filed in support of the proposed zoning by-law amendment and consider the proposal as good planning.

Provincial Policies:

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

Section 2.2.1 promotes the achievement of complete communities in settlement areas that will feature a diverse mix of land uses, including residential and employment uses, and convenient access to local stores, services, and public service facilities.

The subject site is situated in an established urban built-up area along a major transport corridor and would further ensure Section 2.2.5 policies are met by making efficient use of existing employment density while integrating with other land uses to support the achievement of a complete community.

This application conforms to the policies of the GP.

Provincial Policy Statement, 2014 (PPS):

Section 1.1.3.2 of the PPS provides that land use patterns within settlement areas shall be based on densities and a mix of land uses.

The proposed rezoning would ensure efficient use of available land through intensification and avoid the need for uneconomical expansion.

Therefore, this application is consistent with the PPS.

Official Plan Conformity:

The subject land designated 'Residential-Commercial' in the Town of Lindsay Official Plan (Official Plan). The designation contemplates a mix of low profile commercial and residential uses in the same building or in separate. Also, single detached dwellings are permitted to be converted for commercial uses provided the external design and residential character of the building is maintained.

This application will preserve and protect the designation policies.

In accordance with Section 4.2.2 and Section 6.2.6 of the Official Plan, the property shall be subject to Site Plan Control. With the proposal having demonstrated regard for the site plan control policy direction of recognizing the sensitivity of neighbouring residential uses by ensuring some landscaped area is available and parking is located at the rear yard of the property, staff is recommending a site plan approval (Plans only) for the property through this rezoning to permit the home improvement showroom use.

Zoning By-Law Compliance:

The property carries a Mixed Residential Commercial (MRC) Zone category in the Town of Lindsay Zoning By-law 2000-75. An array of commercial and residential uses is permitted within the MRC Zone category. However, the commercial use permissions are very specific in the type of retail that can be operated in the MRC Zone. The only permitted retail uses are convenience retail establishments or ones that carry only handicraft works, antiques or clothing. Although a home improvement store is specifically defined in the by-law as retail establishments that offer hardware items for sale, they are only permitted in General Commercial (GC) Zones given that they are typically large scale businesses that generate frequent customer visits, vehicular traffic and truck delivery.

The proposed showroom format is a small scale business where home hardware items are only going to be displayed and not taken away from the display location. As well, the manner of operation described by the applicant demonstrates that it will not involve frequent customer and vehicular traffic that would be obtainable in a typical retail business. Given that this type of use is not identified in the by-law, staff is able to consider the proposed home improvement showroom in the light of a semi home improvement-type use given that it functions as retail but more in an abstract fashion where the retail items are offered in form of a service and not a direct physical item per se. The use can be likened to a combination of retail and personal service establishment. The office component is considered accessory to the home improvement showroom for administrative purposes while the garage is as well considered an accessory component for storage.

Based on the scale and functionality of the proposed use, a technical rezoning to change the zone category of the property from MRC Zone to MRC** Zone is considered suitable in order to add a small scale home improvement-type use (a home improvement showroom) that is less in magnitude and functionality than a typical home improvement store permitted in a GC Zone. The proposed zoning amendment would also ensure that the designation policies in the Town of Lindsay Official Plan are fulfilled. See Appendix E for draft zoning by-law amendment.

Other Alternatives Considered:

No other alternatives have been considered.

Financial/Operation Impacts:

There are no financial considerations unless Council's decision to adopt or its refusal to adopt the requested amendment 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 City's Strategic Plan outlines Council's vision for the municipality. The vision consists of three main Strategic Goals: that of a vibrant and growing economy, an exceptional quality of life, and a healthy environment. The application aligns with the vibrant and growing economy goal as it provides opportunity to expand the economic base by maintaining and expanding new business and employment opportunities.

Review of Accessibility Implications of Any Development or Policy:

Should a building permit be required, the accessibility standards established in the Building Code will be addressed prior to the issuance of a building permit.

Servicing Comments:

The existing building on the land is serviced by full municipal water and sanitary systems.

Consultations:

Notice of this application was circulated to all land owners of record within a 120 metre radius, plan review agencies, and City Departments which may have an interest in the application. As of October 22, 2019, we have received the following comments:

Public Comments:

No comments were received.

Agency Comments:

On October 8, 2019, the Building Division advised that no fire separation exists between the proposed commercial entity on the ground floor and the residential apartment on the upper floor and that a permit should be applied for to correct the deficiency. Planning staff confirms that the preliminary process of identifying which deficient items need to be clarified in conformity with the Ontario Building Code has been initiated by the applicant as of the writing of the report.

On October 10, 2019, the Engineering and Corporate Assets Department advised they have no objections or engineering requirements to the proposed application.

On October 10, 2019, Enbridge Gas Inc. advised that they do not object to the proposed application, and that they are entitled to amend the development conditions if necessary.

Development Services – Planning Division Comments:

The application conforms to the Growth Plan and is consistent with the Provincial Policy Statement. The application also conforms to the policies of the Town of Lindsay Official Plan. The proposed Zoning By-law amendment contained in Appendix E will ensure that the commercial use operated on a modest scale within the confines of the by-law provisions whilst implementing both Provincial and City policies.

Conclusion:

The application conforms to the provincial policies for intensification in settlement areas. The application also conforms to the Residential-Commercial policies in the Town of Lindsay Official Plan. Staff support the application based on the information contained in this report and the comments received as of October 22, 2019. Staff respectfully recommends that the application be referred to Council for Approval.

Attachments:

Appendix A – Location Map

Appendix B – Aerial Photograph

Appendix C – Applicant Sketch

Appendix D – Sample Pictures of Applicant's Showroom Items



Appendices A-D to
PLAN2019-061.pdf

Appendix E – Draft Zoning By-law Amendment

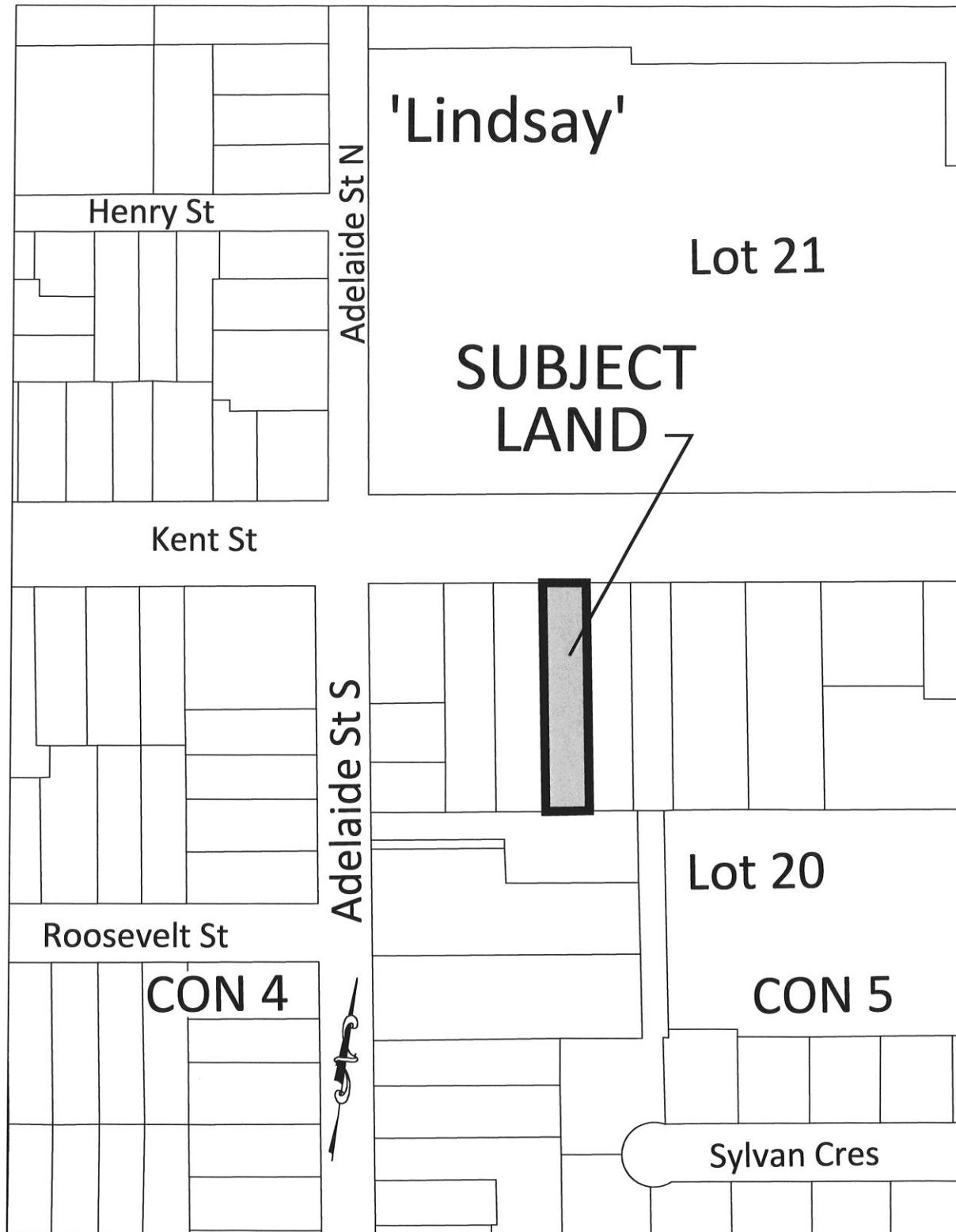


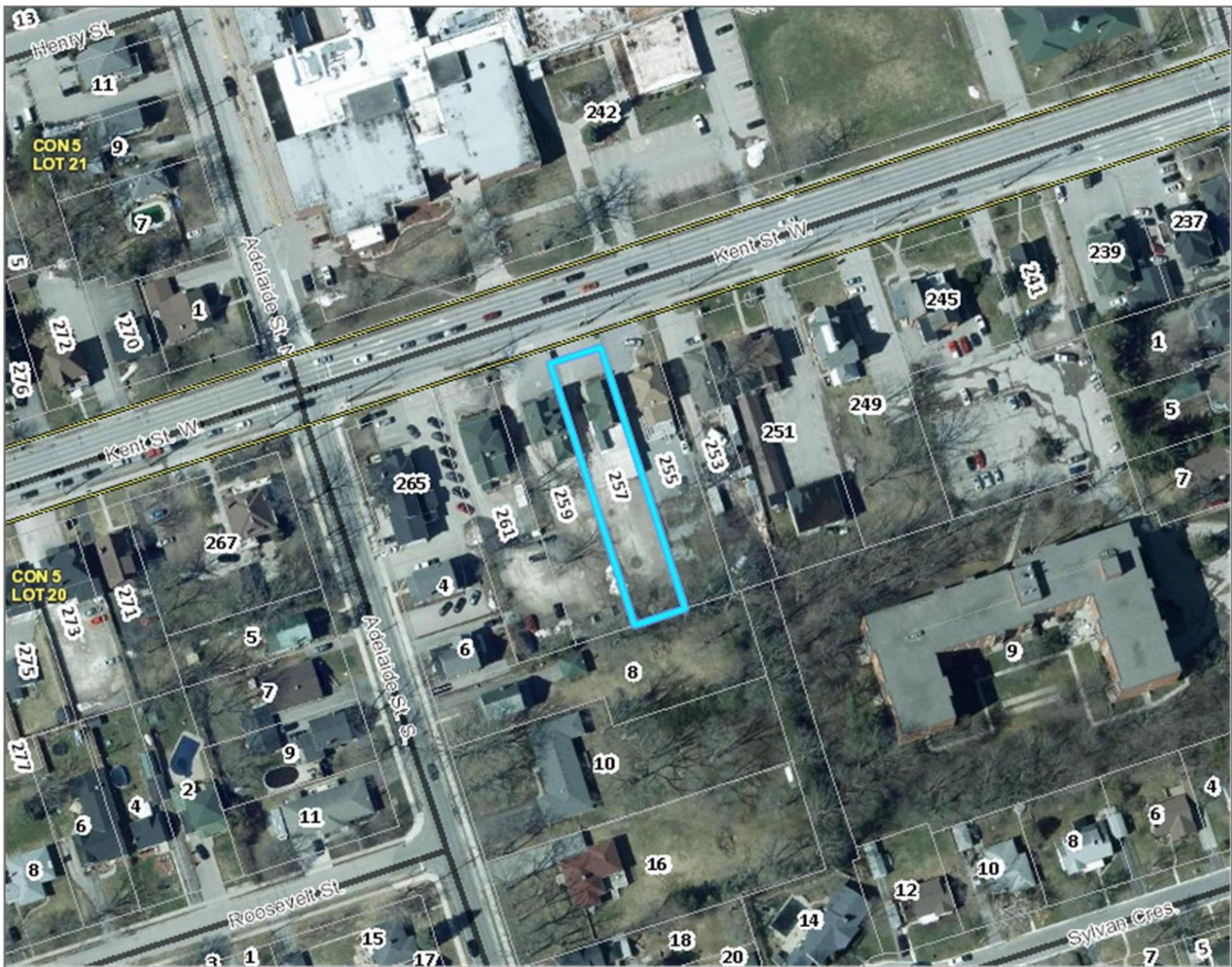
Draft Zoning
By-law.pdf

Department Head E-Mail: cmarshall@kawarthalakes.ca

Department Head: Chris Marshall

Department File: D06-2019-027



257 Kent Street West, former Town of Lindsay

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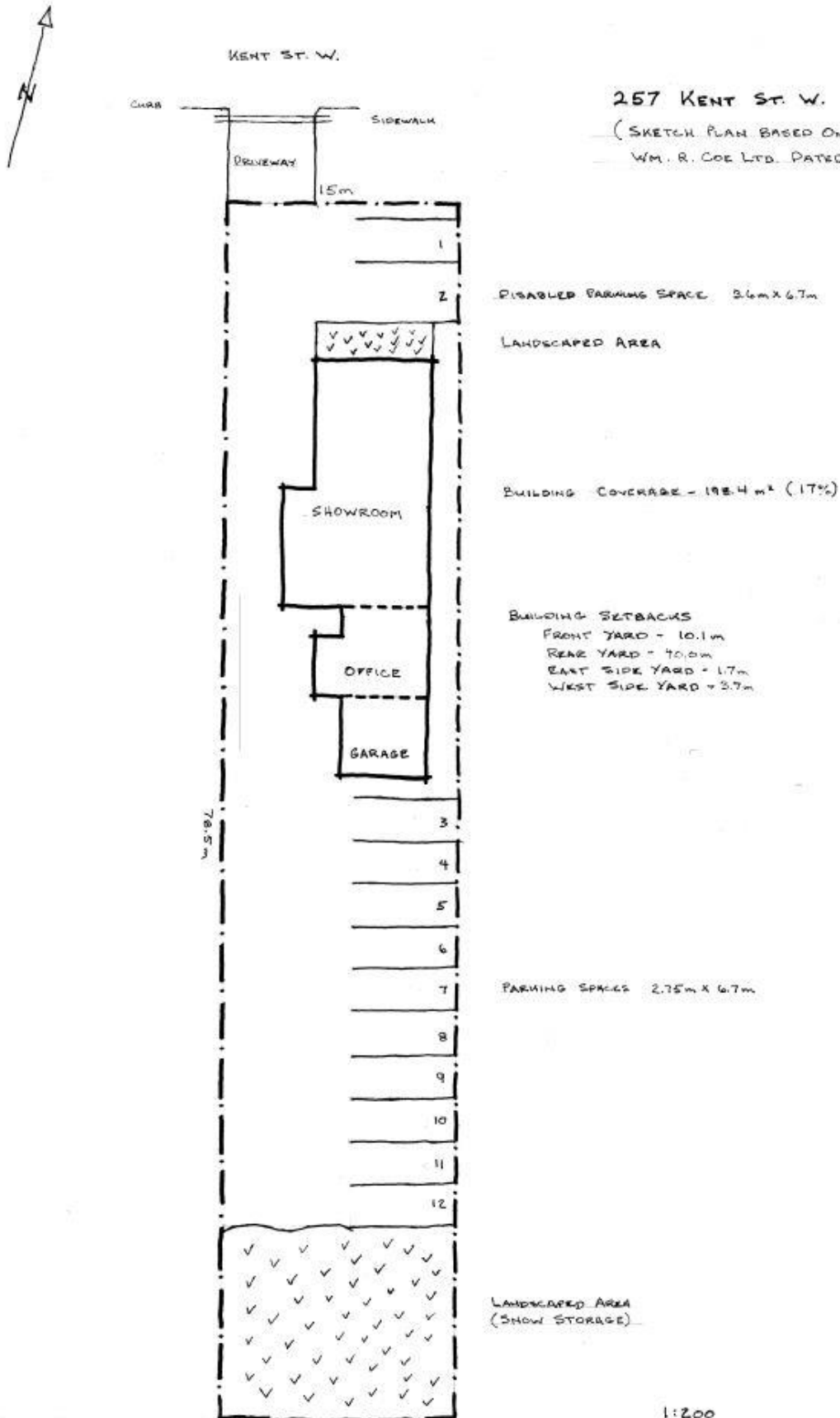
Kilometers

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REPORT PLAN2019-061FILE NO: D06-2019-027



The Corporation of the City of Kawartha Lakes

By-Law 2019 -

A By-Law To Amend The Town of Lindsay Zoning By-Law No. 2000-75 To Rezone Land Within The City Of Kawartha Lakes

File D06-2019-027, Report PLAN2019-061, respecting Part Lot 20, Concession 5, Plan 82, Part of Lot 8, Part 1 on 57R-7955, former Town of Lindsay, identified as 257 Kent Street West - 2680749 Ontario Inc.

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 category and provisions relating to a specific parcel of land for the Mixed Residential Commercial Special Exception Sixteen (MRC-S16) Zone to permit a home improvement showroom;
4. A public meeting to solicit public input has been held.
5. 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 Lot 20, Concession 5, Plan 82, Part of Lot 8, Part 1 on 57R-7955, former Town of Lindsay, now City of Kawartha Lakes.
- 1.02 **Schedule Amendment:** Schedule A to By-law No. 2000-75 of the Town of Lindsay is further amended to change the zone category from the Mixed Residential Commercial (MRC) Zone to Mixed Residential Commercial Special Exception Sixteen (MRC-S16) Zone as shown on Schedule A attached to this By-law.
- 1.03 **Textual Amendment:** By-law No. 2000-75 of the Township of Lindsay is further amended to add the following to Section 12.3:
 - “16. Notwithstanding Subsection 12.1, on lands zoned MRC-S16 the following requirements shall apply:
 - a. the permitted commercial use shall also include: a Home Improvement Showroom,
 - b. For the purposes of MRC-S16 Zone, the following definitions shall apply:
 - i. Showroom means the use of any building or structure, or part thereof, for the display of samples, patterns, goods, products or wares and wherein orders are taken for merchandise stored in an off-site warehouse,
 - ii. Home Improvement Showroom means a building or structure, or part thereof devoted to the display of retail commercial merchandise typically found in a home Improvement store wherein orders are taken for merchandise stored in an off-site warehouse, but does not include any use or activity otherwise defined or classified herein.”

Section 2:00 General Terms

- 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 November, 2019.

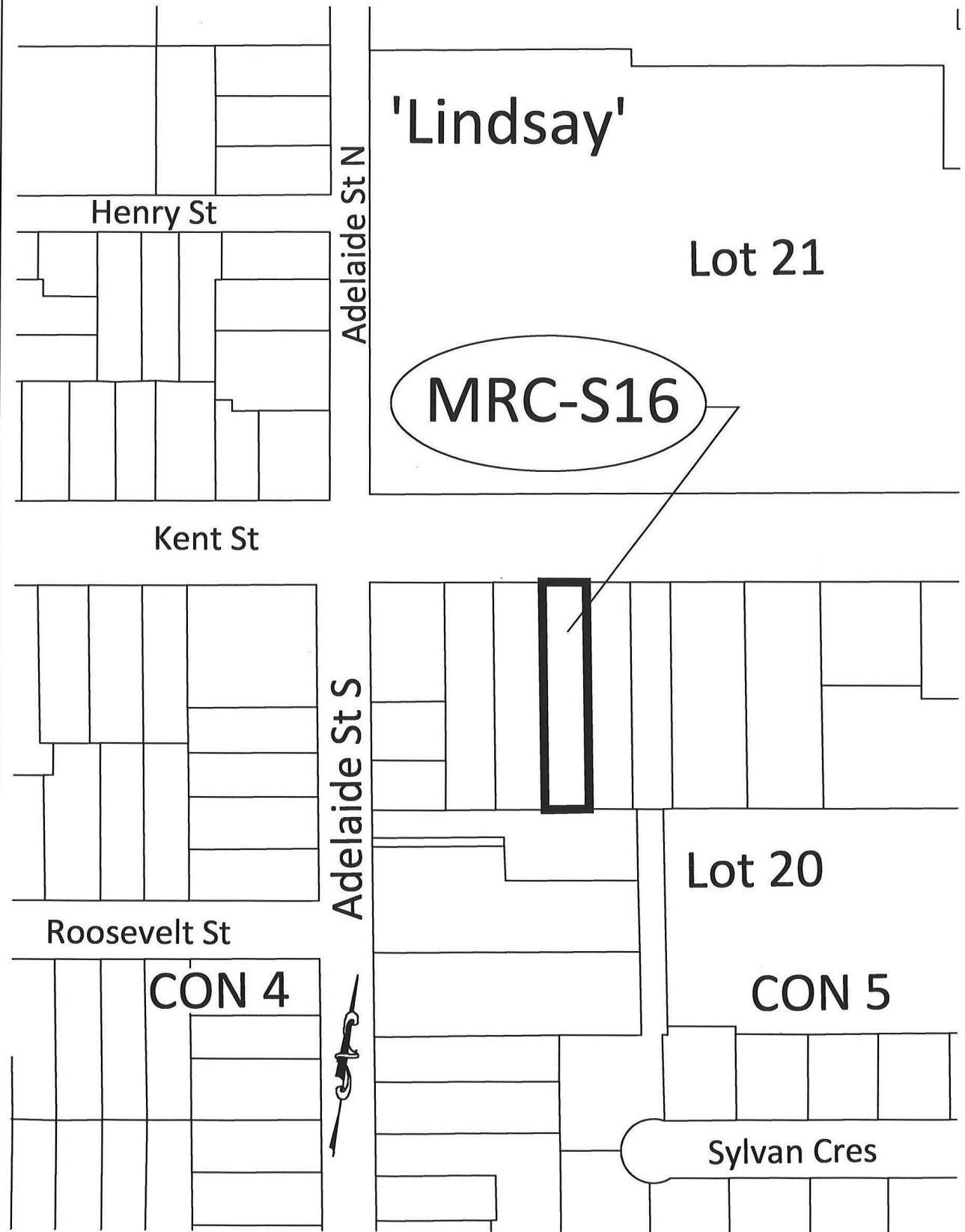
Andy Letham, Mayor

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 PLAN2019-063

Meeting Date: **November 6, 2019**

Public Meeting

Title: Proposed Campground and Recreational Vehicle Development on the Lindsay Exhibition Grounds, geographic Township of Ops, now City of Kawartha Lakes

Description: Applications to amend the City of Kawartha Lakes Official Plan and the Township of Ops Zoning By-law to permit a campground and a tourist camp (Lindsay Agricultural Society)

Ward Number: **Ward 7 – Lindsay**

Author and Title: **Sherry L. Rea, Development Planning Supervisor**

Recommendations:

That Report PLAN2019-063, Part of Lot 16, Concession 5, geographic Township of Ops, Applications D01-2019-004 and D06-2019-031 be received; and

That Report PLAN 2019-063 respecting Applications D01-2019-004 and D06-2019-031 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 applications for an official plan amendment and zoning by-law amendment. The proposal is to permit camping, recreational vehicle/trailer sites and camping cabins on the site together with accessory structures (comfort stations, washrooms and parking) and to protect the wetlands, floodplain and watercourses on the site while allowing for trails and structures such as docks, boardwalks and footbridges. The area of the applications represents 44.5 ha. (110 ac.) see Appendix “A”, “B”, and “C”.

There are two (2) proposed phases of development as follows:

Phase 1 will include 95 serviced recreational vehicle/trailer sites, 13 camping cabins and 15 tent sites together with associated facilities/amenities such as a comfort stations, parking, shelter, communal fire pit, playground and registration building with washroom and store.

Phase 2 will include an additional 48 tent sites with associated parking and a comfort station, washroom/change room, and boat launch with associated short term boat trailer parking. Phase 2 can only proceed with access through the neighbouring property to the north. The owners are negotiating with the new owners of the property for either a lot addition or easement to permit permanent access to the rear of the property.

Owner:	Lindsay Agricultural Society c/o Harry Stoddart
Applicant:	EcoVue Consulting Services Inc. c/o Beverley Saunders
Legal Description:	Part of Lot 16, Concession 5, geographic Township of Ops, now City of Kawartha Lakes
Designation:	Rural and Environmental Protection on Schedule ‘A-3’ of the City of Kawartha Lakes Official Plan with Significant Woodlands, Unevaluated Wetlands and Fish Habitat
Zone:	Agricultural Support Exception Eight (AS-8) and Hazard Land Exception One (HL-1) on Schedule ‘A’ of the Township of Ops Zoning By-law 93-30, as amended
Lot Area:	44.5 ha. (110 ac.)
Site Servicing:	Phase 1 is proposed on municipal water and sanitary sewer services. A private stormwater management pond exists along with private roads and trails for both vehicular and pedestrian traffic. Phase 2 is proposed on private well and septic. Additional study for Phase 2 is underway to confirm serviceability. On October 23, 2019, the applicant advised the City that the servicing scenario for Phase 2 is now proposed on municipal water and sanitary sewer. The City will be receiving updated servicing information by the end of October.

Existing Uses: Lindsay Exhibition Grounds

Adjacent Uses: North: The Commonwell Mutual Insurance Group and agricultural land.
South: Vacant land and Highway 7
East: Scugog River
West: Angeline Street South, agricultural land and rural residential lots

Rationale:

The property is located on the east side of Angeline Street South and is identified as 354 Angeline Street South. The site contains the Lindsay Exhibition Grounds (LEX) and is developed with an exhibition building, grandstand, outdoor sports field, various livestock barns and indoor/outdoor rings and a poultry building and includes asphalt and gravel parking areas.

The Official Plan Amendment (OPA) proposes to re-designate the land from Rural and Environmental Protection to a Rural Special Provision to permit camping, serviced recreational vehicle sites and camping cabins together with amenity areas and accessory structures including a registration building with store, comfort stations and parking and an Environmental Protection Special Provision to protect wetlands, floodplain and watercourses on the site while allowing for trails and structures such as docks, boardwalks and footbridges.

The companion Zoning By-law Amendment (ZBA) proposes a text amendment to the site specific Agricultural Support Exception Eight (AS-8) Zone to permit a campground and a tourist camp and to rezone a portion of the property from Agricultural Support Exception Eight (AS-8) Zone to Hazard Land Exception ** (HL-**) Zone to permit trails and limited structures that service the proposed campsites.

The applicant has submitted the following reports and plans in support of the applications:

1. Sketch Plan for the proposed development prepared by EcoVue Consulting Services Inc. and dated July 31, 2019.
2. Concept Plan for the proposed development prepared by B & A Architects and dated July 26, 2019.
3. Typical RV Site Layout prepared by B & A Architects and dated September 4, 2019.
4. Planning Justification Report (PJR) prepared by EcoVue Consulting Services Inc. and dated August 1, 2019. The report assesses the proposal in the context of the 2014 Provincial Policy Statement, the 2019 Growth Plan for the Greater Golden Horseshoe, the City of Kawartha Lakes Official Plan and the Township of Ops Zoning By-law 93-30.

5. Functional Servicing and Preliminary Stormwater Management Report prepared by Tatham Engineering and dated July 9, 2019. The report assesses the proposal in the context of functional servicing and grading and drainage matters. The report acknowledges that the 95 RV sites, 30 tent sites (serviced from two (2) comfort stations), the registration office and store and the 13 camping cabins will be serviced from the existing internal water service. The balance of the development consisting of the 34 tent sites (serviced from a comfort station and a washroom) will be serviced from a private drilled well. The proposed development will be serviced via the existing on-site sanitary collection system and a proposed septic system in the north east portion of the site due to grading constraints. As noted above, there is a proposed change in the servicing scenario for Phase 2 to full municipal services and Tatham Engineering will be providing an update.

The stormwater management component of the report assesses the capacity of the existing SWM pond to accommodate both the existing and proposed development and includes alternatives for stormwater conveyance.

6. Hydrogeological and Geotechnical Investigation Report prepared by WSP and dated September, 2018. The report assesses the proposal in the context of hydrogeological functions of the site together with geotechnical investigations regarding the existing soil and subsurface conditions of the site. The report provides recommendations with respect to site preparation, grading, earthworks, excavations, groundwater control, and backfill and compaction.
7. Environmental Impact Study prepared by Niblett Environmental Associates Inc. and dated July, 2019. The report assesses the proposal in the context of a number of natural heritage features either on-site, or within 120 m of the shores of the Scugog River and includes unevaluated wetland, fish habitat, fish spawning, and potential habitat for Species at Risk. The report provides for appropriate buffering and includes recommendations for development and construction.
8. Traffic Impact Study prepared by Tranplan Associates and dated July, 2019. The report assess the proposal and confirms that the planned access for campground facilities will provide good internal site circulation as well as connectivity to Fair Ground destinations. The existing intersection geometrics for the Site Entrance/Angeline Street South and the Angeline/Highway 7 intersections will support future 2024 summer peak period volumes. There is residual capacity for future growth beyond the 2029 planning horizon.
9. Stage I-II Archaeological/Heritage Assessment prepared by York North Archaeological Services and dated January 20, 2002 for the proposed

new Lindsay Fair Grounds Relocation and a Stage I Archaeological Assessment prepared by Earthworks Archaeological Services Inc. and dated July 20, 2018 covering the balance of the property.

All the reports have been circulated to the applicable City departments and commenting Agencies for review and comment. Given the limited time for report review and comment and the anticipated update with respect to the change in servicing scenario, staff recommends the applications be referred back to staff until such time as all commenting Agencies and/or City departments' comments/concerns have been addressed.

Provincial Policies:

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

Effective May 16, 2019, A Place to Grow: Growth Plan for the Greater Golden Horseshoe (2019) replaced the 2017 Growth Plan for the Greater Golden Horseshoe (2017). The 2019 Growth Plan is part of the Provincial Government's More Homes, More Choice: Housing Supply Action Plan, which aims to address the needs of the Province's growing population, its diversity, its people and local priorities, and its local growth context. Staff has reviewed the Planning Justification Report (PJR) prepared by EcoVue Consulting Services Inc. The PJR demonstrated that the proposed development conforms to the policies of the 2019 Growth Plan and highlighted the appropriate policies including the following:

- 1) Managing Growth – Rural Areas, which provides for development on rural lands with respect to resource-based recreational uses that are limited to tourism-related and recreational uses that are compatible with the scale, character and capacity of the resource and surrounding rural landscape.
- 2) Protecting What is Valuable, which addresses the policies related to the Natural Heritage System, Key Hydrologic Features, Key Hydrologic Areas and Key Natural Heritage Features and Lands Adjacent to these Features.

The applicant has submitted the appropriate technical reports to demonstrate conformity with the Growth Plan. These reports have been circulated to the appropriate City departments and commenting Agencies for review and comment.

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. While Settlement Areas are the focus of growth, the PPS also

recognizes that Rural Areas and Lands in Municipalities “should be supported by promoting a diversification of the economic base and employment opportunities” and “by providing opportunities for sustainable and diversified tourism”.

Staff has reviewed the PJR in the context of the PPS and is generally accepting of the planning rationale. The PJR identifies the relevant policy sections of the PPS which include Proposed Development in Rural Areas, Infrastructure and Public Service Facilities (Sewage and Water and Stormwater), Wise Use and Management of Resources (Natural Heritage and Water), Agriculture – Minimum Distance Separation, Cultural Heritage and Archaeology, Natural Hazards and Human-Made Hazards. The PJR also examines all of the technical reports and studies that demonstrate that the proposed development is consistent with the PPS. The technical reports and studies that been circulated to the appropriate City departments and commenting Agencies for review and comment.

Official Plan Conformity:

The land is designated Rural and Environmental Protection in the City of Kawartha Lakes Official Plan (CKLOP) with Significant Woodlands, Unevaluated Wetlands and Fish Habitat. The applicant is requesting special provisions in the Rural designation to permit a campground (with camping cabins) and a recreational vehicle park (trailer sites), as well as accessory structures (comfort stations, trails, roadways, parking, etc.) as stand-alone uses. The applicant is also requesting that the Environmental Protection designation be re-drawn to accurately reflect the wetlands, floodplain area, and watercourse on the property and contain special policies to permit recreational use structures, such as docks, footbridges, boardwalks and a boat launch that would enable trails and water access associated with the active and passive recreational uses permitted under the Environmental Protection designation.

The PJR reviews the proposed additional uses in the policy framework of the CKLOP and specifically under the Strategic Directions of the CKLOP, being the Environment, Economic Development, Community Facilities, Community Improvement and Culture and Heritage. The report also reviews the Goals, Objectives and Policies of both the Rural and Environmental Protection designations. The submitted supporting studies and reports noted above are the appropriate reports to demonstrate conformity with the CKLOP. Once again, the reports have been circulated to the appropriate City departments and commenting Agencies for review.

Zoning By-Law Compliance:

The land is zoned Agricultural Support Exception Eight (AS-8) and Hazard Land Exception One (HL-1) in the Township of Ops Zoning By-law No. 93-90. The HL-1 Zone is located in the south-east corner of the property and serves to preserve and protect a known archaeological resource and prohibits site alteration unless there is further archaeological assessment. The applicant is requesting that the

wetlands, watercourse and floodplain be rezoned to another Hazard Land Exception ** (HL-**) Zone to protect these areas yet allow for structures and recreational uses (a dock, footbridge, trails and boardwalks). There is no support for this request until such time that the required background studies and reports have been reviewed and confirmed by the KRCA.

The AS-8 Zone is a site specific zone that permits the Fairground and Exhibition use which is defined as a use of land devoted to cultural events and exhibitions, entertainment events, exhibitions, fair and festival events, camping accessory to any on-going permitted use, auctions, community based, volunteer, public non-profit agency events, craft shows, dances accessory to on-going permitted uses, entertainment – outdoor concert and theatre events, farmer's market, liquidation sales (with limitations), sporting events, storage and trade shows. The applicant is requesting that camping be permitted as a stand-alone use along with recreational vehicles (trailers) and camping cabins. The appropriate definition in the zoning by-law for the recreational vehicles (trailers) is a tourist camp, which by definition means any land used to provide temporary accommodation for the public or members of an organization in tents, tourist trailers or tourist vehicles whether or not a fee is charged or paid for such accommodation. This definition shall not include a mobile home park. The zoning by-law also states that tourist trailers are only permitted in zones that permit 'tourist camps'. Therefore, the requests are reasonable.

The PJR reviewed the development standards of the A-8 Zone and the general provisions in the zoning by-law and confirms that no site specific development standards are required. The PJR also contained a parking analysis that demonstrated compliance with the zoning by-law and staff is accepting of the review.

The phased development is in an area of site plan control for the municipality and will be subject to site plan approval. Through the site plan process, the details of development such as the tent, camping cabin and RV/trailer sites, parking, amenity spaces, comfort stations, washrooms, registration building and store, pathways, roadways, lighting, garbage collection and lighting will be confirmed. The applicant provided a typical RV site layout which illustrates the site details including parking area for RV and 1 vehicle, driveway area, picnic table area and individual fire pit (circular steel enclosure), and landscaping (lawn area and medium sized deciduous tree with narrow canopy). See Appendix "D".

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 three Strategic Goals, being a Vibrant and Growing Economy, an Exceptional Quality of Life and a Healthy Environment. The applications align with all three Strategic Goals. The proposal seeks to create an opportunity to enhance an existing recreational venue in the municipality and provide accommodation not only for the events but to develop transient accommodation in the municipality. The proposal will create economic opportunity together with additional jobs; will offer high quality events with accommodation all while protecting the natural heritage features on the site.

Review of Accessibility Implications of Any Development or Policy:

There are no immediate accessibility implications for the City. Accessible standards will be implemented through the appropriate Subdivision and Site Plan Agreements and permits issued under the Ontario Building Code (OBC).

Servicing Comments:

The Functional Servicing and Stormwater Management Report, was circulated to the Engineering Division for review and comment. Preliminary comments received indicate that from an engineering perspective, they have no objection to the proposed OPA and ZBA. Engineering has been advised that there is an anticipated update to support the change in the servicing scenario that will require review.

Consultations:

Notice of these applications was circulated to persons within a 500 m. radius of the property, agencies, and City Departments which may have an interest in the application.

Public Comments:

To date, no person has expressed an interest in the applications. Prior to the public meeting, the owner is hosting an Open House to introduce the proposal and address any questions or issues that might arise.

Agency Review Comments:

October 9, 2019 Building Division has advised of no concerns with the applications.

October 17, 2019 Engineering Division has advised from an engineering perspective, they have no objection to the proposed Official Plan and Zoning By-law Amendment.

October 18, 2019 Economic Development is supportive of the proposed amendments to the Official Plan and Zoning By-law. A Growing and Vibrant Economy is recognized as a strategic goal within the City of Kawartha Lakes Strategic Plan, along with the objective of Enhanced Tourism. The activities and events held at the Lindsay Exhibition Grounds attract visitors, drive tourism and contribute to economic growth in the region.

The Economic Development Strategy identifies both the need to increase the volume of year-round accommodations of all kinds, in all markets; and the need to expand visitation into the shoulder-season and winter. The camping sites, RV sites and camping cabins being proposed would create opportunities for increased accommodation options and would align with these strategy objectives.

As a venue for agricultural competitions, shows and agri-tourism, the facilities play a key role in the development of the agriculture sector in our community. It is apparent from the application that these events will be unaffected by the proposed addition of organized recreational camping with permanent amenities/facilities, and may benefit from greater attendance because of the proposed new uses. Furthermore, the revenue streams to be realized by the addition of camping will allow the entire property to be maintained in a sustainable manner.

Development Services – Planning Division Comments:

The appropriate background information submitted in support of the applications has been circulated to the commenting Agencies and City departments for review and comment. Staff recommends that the applications be referred back to staff until such time as all comments, issues and concerns have been addressed.

Conclusion:

In consideration of the comments and issues contained in this report, Staff respectfully recommend the proposed Official Plan and Zoning By-law Amendments be referred back to staff for further review and processing until such time as all comments, issues 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 contact Sherry L. Rea, Development Planning Supervisor, (705) 324.9411 ext. 1331.

Appendix 'A' – Location Map



Appendix 'A' -
Location Map.pdf

Appendix 'B' – Sketch Plan



Appendix 'B' - Sketch
Plan.pdf

Appendix 'C' – Proposed Concept Plan



Appendix 'C' -
Concept Plan.pdf

Appendix 'D' – Typical RV Site Layout



Appendix 'D' -
Typical RV Site Layout

Department Head E-Mail: cmarshall@kawarthalakes.ca

Department Head: Chris Marshall, Director, Development Services

Department File: D01-2019-004 and D06-2019-031

to
REPORT

PLAN 2019-063
D07-2019-004
D06-2019.031

FILE NO.

'Lindsay'

Concession 5

Angeline St. S.

Lindsay St. S.

Lot 17

Lot 16

SUBJECT
LAND

Scugog River

Little Britain Road

Highway #7/35

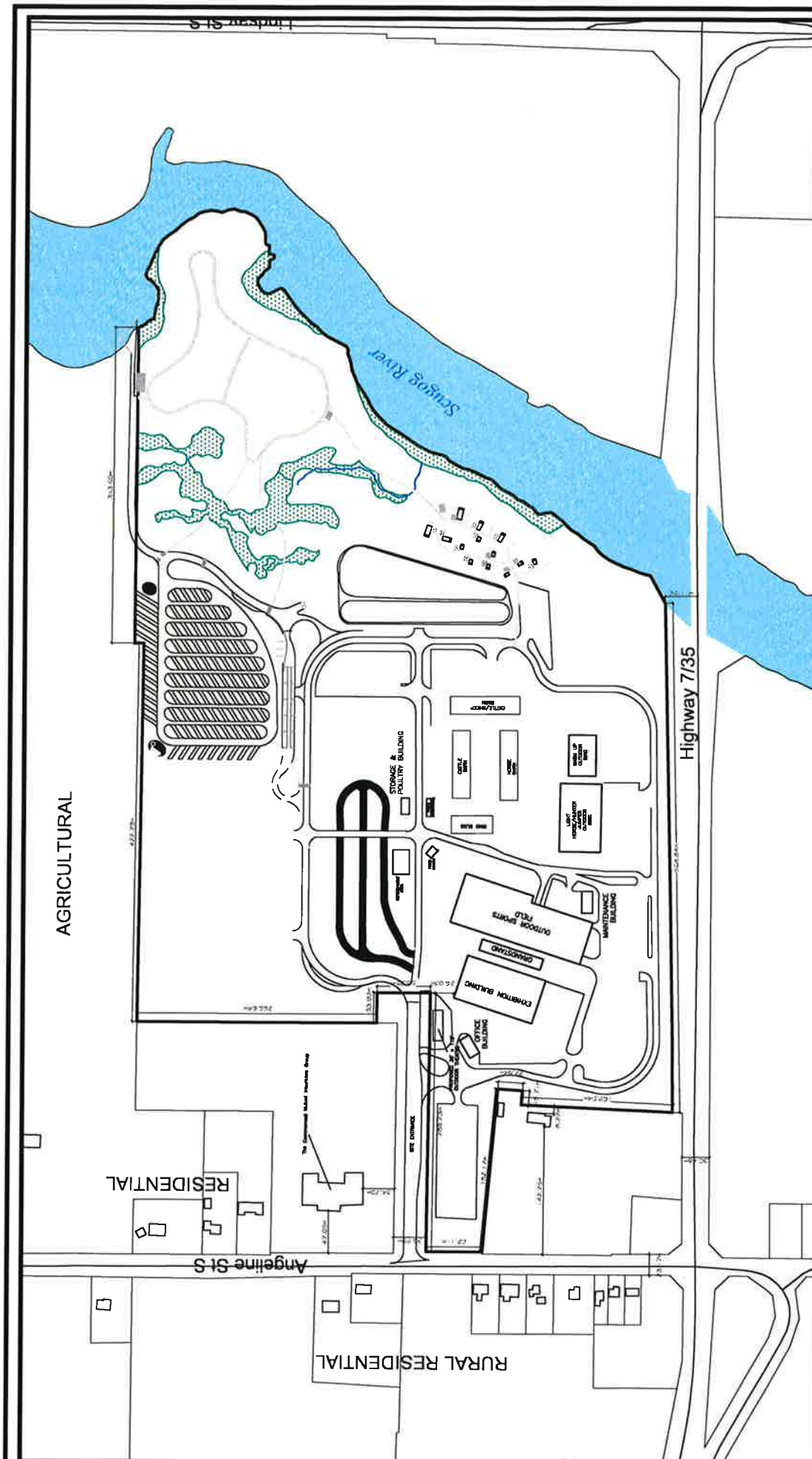
Lot 15

Ridgewood Rd.

Geographic Township
of Ops

Highway #35





Legend

- Subject Property
- Existing Wetlands
- Existing Watercourse

APPENDIX to REPORT FILE NO.

Sketch Plan

Lindsay Fair Grounds

354 Angelina Street South

Part of Lot 16, Concession 5

In the former Geographic Twp. of Ops, City of Kawartha Lakes

PROJECT NO: 18-1787

DATE: July 31 2019

HORIZ. SCALE: 1 : 3,000

www.ecovueconsulting.com

APPENDIX to REPORT FILE NO. **B**

PLAN 2019-003

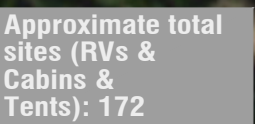
001-2019-003

006-2019-003

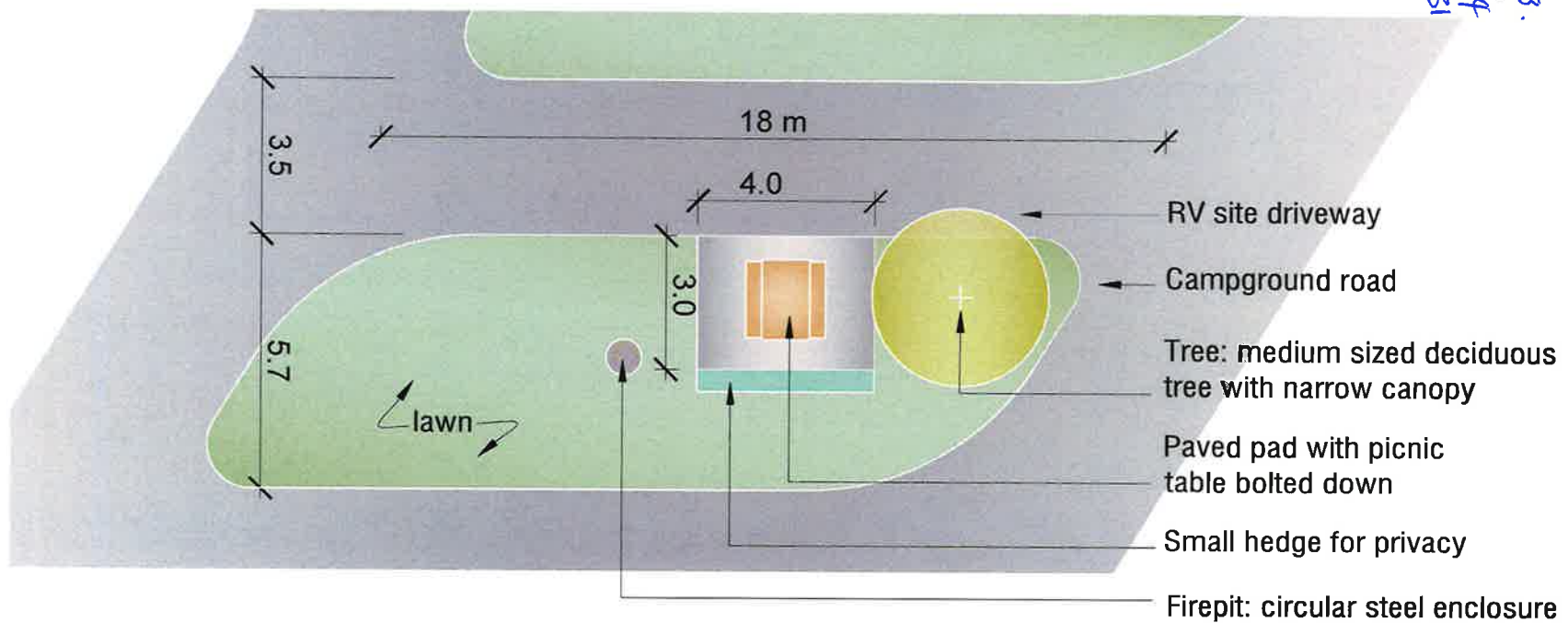
Crosswalk

1 bedroom, no bath or kitchen
11'x13' (3.35x3.96m)
143sq. ft. (13 sq.m)

Includes a single car parking spot, a 4 person tent and a picnic table



APPENDIX "D"
 to
 REPORT PLAN 2019-063
 FILE NO. 201-2019-004
 206-2019-031



The Corporation of the City of Kawartha Lakes

Planning Advisory Committee Report

Report Number PLAN2019-064

Meeting Date: **November 6, 2019**

Public Meeting

Title: Official Plan and Zoning By-law Amendments to permit an 80 unit hotel

Description: Applications to amend the Town of Lindsay Official Plan and Zoning By-law to permit a range of commercial uses, including an 80 unit hotel on the property identified as Vacant Land on Angeline Street South, Lindsay (DDB Investment Group Limited)

Ward Number: **Ward 7 – Lindsay**

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

Recommendations:

That Report PLAN2019-064, **Part of Lot 18, Concession 5, Former Town of Lindsay, DDB Investment Group Limited – Applications D01-2019-003 and D06-2019-029**, be received; and

That PLAN2019-064 respecting Applications D01-2019-003 and D06-2019-029 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 applications for an official plan amendment and a zoning by-law amendment. The proposal is to change the land use designation from the 'Residential' designation to the 'General Commercial' designation and to change the zone category from the 'Residential One (R1) Zone' to the General Commercial Special ** (GC-S**) Zone' to permit a range of commercial uses appropriate for the site, including a five storey, 80 unit hotel. See Appendix 'A' and 'B' attached.

Owner:	DDB Investment Group Limited c/o Don Brown
Applicant:	Kevin M. Duguay Community Planning c/o Kevin Duguay
Legal Description:	57R-8940 Parts 1 to 8; Part of Lot 18, Concession 5, Geographic Township of Ops, Former Town of Lindsay; and 57R-8210 Parts 1, 5 and 6; Plan 61 Part Lots 9 to 12; Part of Lot 18 and 19, Concession 5, Geographic Township of Ops, Former Town of Lindsay
Designation:	Residential on Schedule 'A' of the Town of Lindsay Official Plan. The land is identified as fronting on a County Road on Schedule 'C' – Transportation Network
Zone:	Residential One (R1) Zone on Schedule 'A' of the Town of Lindsay Zoning By-law Number 2000-75
Lot Area:	8,140.5 square metres [2.01 acres]
Site Servicing:	Proposed full urban services: municipal water, sanitary sewer and storm sewer
Existing Uses:	Vacant Land
Adjacent Uses:	North: Hydro One Substation; Hotel (Days Inn & Suites); Veterinary Clinic (Kawartha Animal Hospital) East: Lindsay Recreation Complex; Sir Sandford Fleming College (Frost Campus) South: Multi-purpose trail (Trans-Canada Trail); Auk Trail; Senior Citizens Home (Victoria Manor) West: Angeline Street South; McGibbon Boulevard; Low Density Residential

Rationale:

The property is located on the east side of Angeline Street South, part way between Auk Trail to the south and Mary Street West to the north, and opposite to McGibbon Boulevard in the southwest quadrant of Lindsay. See Appendix 'A'. The subject property is located in a mixed use area with single detached dwellings on the west side of Angeline Street South; a hydro substation, limited commercial (veterinary clinic and Days Inn), and residential to the north;

undeveloped lands directly to the southeast; and institutional uses (Sir Sandford Fleming College and Victoria Manor) to the east and south respectively. See Appendix 'B'.

The property is vacant and consists of approximately 0.81 ha. The applicant is applying on behalf of the owner to re-designate and rezone the property to permit commercial uses appropriate for the site, including an 80 unit hotel having 5 storeys and a maximum gross floor area of 4,500 square metres. The proposed hotel incorporates an indoor swimming pool and small meeting room, but is not currently including other amenities such as a restaurant or conference rooms. An increase in height to 18 metres is also requested to accommodate the 5 storeys including rooftop mechanical. See Appendix 'C'.

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 Report prepared by Kevin M. Duguay Community Planning and Consulting Inc., dated September 10, 2019. The report discusses and assesses the proposal in context of the 2014 Provincial Policy Statement (PPS); A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019 (Growth Plan); the Town of Lindsay Official Plan, the Council adopted and appealed Lindsay Secondary Plan, and the Town of Lindsay Zoning By-law 2000-75.
2. Functional Servicing Report prepared by D.M. Wills Associates Limited, dated April 2019. The report discusses and assesses the proposal in context of services, including water, sanitary sewer and stormwater management.
3. Phase 1 Environmental Site Assessment Report prepared by D.M. Wills Associates Limited, dated August 2019. The report discusses and assesses the historical uses on and around the property.
4. Phase 2 Environmental Site Assessment Report prepared by D.M. Wills Associates Limited, dated August 2019. The report discusses and assesses the results of soil samples taken from the property.
5. Traffic Brief prepared by D.M. Wills Associates Limited, dated April 9, 2019. The report discusses and assesses the proposal in context of any improvements required to Angeline Street South and the proposed new entrance.
6. Hydrogeological Study Report prepared by D.M. Wills Associates Limited, dated September 4, 2019. The report examines the existing soil and subsurface conditions relating to infiltration of water on the site.
7. Draft Geotechnical Investigation Report prepared by PR Engineering Inc., dated September 3, 2019. The report examines the existing soil and subsurface conditions of the site.

8. Urban Design Brief prepared by Kevin M. Duguay Community Planning and Consulting Inc., dated September 11, 2019. The report discusses the context of the proposal based on site and neighbourhood, architectural design principles, and a shadow study, etc.
9. Shadow Study prepared by Aside Architects, dated April 17, 2017.
10. Species at Risk (SAR) Assessment Report prepared by D.M. Wills Associates Limited, dated July 2019. The report discusses and assesses the potential for an at-risk species on the property.
11. Topographic Plan of Survey prepared by Coe Fisher Cameron Land Surveyors, dated January 3, 2019.
12. Site Plan and Floor Plans prepared by Aside Architects, dated September 4, 2019.

All the reports have been circulated to the applicable City departments and commenting agencies for review and comment. Staff recommend that the applications be referred back to staff to allow the public an opportunity to provide comment, and until such time as all commenting agencies and/or City departments comments/concerns have been addressed.

Provincial Policies:

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

These lands are identified as being within the 'Settlement Area' of Lindsay. Section 2.2.1 of the Growth Plan, 'Managing Growth' provides that growth should be directed towards settlement areas, and utilize existing or planned infrastructure. The City has expended significant cost in providing additional servicing capacity in the Colborne Street sewershed by replacing and upgrading aging infrastructure to accommodate growth in this area.

The policies of the Growth Plan encourage cities and towns to develop as complete communities which feature a diverse mix of land uses, including residential and employment uses, and convenient access to local stores, services, and public service facilities; provide a diverse range and mix of housing options to accommodate people at all stages of life, and integrate green infrastructure and low impact development.

The Growth Plan states that economic development and competitiveness will be promoted by integrating and aligning land use planning and economic development goals and strategies to retain and attract investment and employment.

The applications conform to the Growth Plan in that they serve to permit a variety of commercial uses and in particular the need for accommodation in support of events and activities occurring in the City. The applications will also create full and part-time employment opportunities.

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. Settlement areas are the focus of growth, including redevelopment which utilizes existing or planned infrastructure.

Development and site alteration shall be directed in accordance with the policies of Section 2 and 3 of the PPS. This includes natural heritage and hydrologic features (Section 2), and natural and man-made hazards (Section 3). Planning for sewage, water, and stormwater shall be in accordance with Section 1.6.6 of the PPS. This includes the efficient use and optimization of existing municipal sewage and water services in a sustainable manner, and the use of low impact development techniques for stormwater management.

The applicant has submitted the appropriate technical reports for consideration and review. Through the appropriate revisions to the technical reports and plans, consistency with the policies of the PPS should be achieved.

Trent Source Protection Plan (TSPP):

The property is located within the Kawartha-Haliburton source protection area. The property is located within the Lindsay Surface Water Intake Protection Zone 2 (IPZ-2). Therefore, the applicant was required to obtain a Section 59. (2) Notice under the Clean Water Act (2006), prior to submission of these applications. A Notice will be required to be issued by the Risk Management Official (RMO) at each stage of development (eg. Site Plan, Building, etc.), before the City can deem any application(s) complete.

Official Plan Conformity:

The lands are designated 'Residential' on Schedule 'A' of the Town of Lindsay Official Plan (Lindsay Official Plan). The applicant has requested a change to the 'General Commercial' designation, which would permit retail establishments and commercial uses which are destination-oriented or intended to serve the travelling public, such as automobile service stations, vehicle sales and service, public garages, motels, hotels, eating establishments, establishments such as furniture, appliance, carpet, flooring, home electronics and/or garden centres, automated teller/banking machines, building supply centres, and other similar uses. The following criteria apply to lands designated General Commercial:

- a) General Commercial areas shall be compatible with surrounding uses and shall be adequately buffered from adjacent residential and other sensitive land uses;
- b) Adequate off-street parking and loading spaces shall be permitted;

- c) General Commercial uses shall only locate on County, arterial or collector roads.

The proposal generally adheres to the above noted criteria. Some of the commercial uses permitted in the General Commercial designation and zone are compatible with the surrounding uses and can be adequately buffered through site plan control. The proposal contemplates on-site parking and no relief from the Zoning By-law is requested. The land fronts Angeline Street which is identified as a County Road on Schedule 'C' – Transportation Network mapping in the Lindsay Official Plan.

Section 2 of the Lindsay Official Plan provides the Goals, Principles and Objectives of the Plan as it speaks to Fostering Economic Vitality. Specific objectives under Economic Development and Tourism include encouraging visitors to come to the Town by providing appropriate uses that may attract and promote tourism and promoting the development of new businesses and economic activities that are not currently available to the Town. The hotel proposal offers 80 additional accommodation units together with an indoor swimming pool.

The applicant has submitted the appropriate technical reports and background studies to demonstrate conformity with the Official Plan. Through the appropriate revisions to the technical reports and plans, conformity with the policies of the Official Plan should be achieved.

Zoning By-Law Compliance:

The lot is zoned 'Residential One (R1) Zone' in the Town of Lindsay Zoning By-law 2000-75 (Zoning By-law). The applicant has requested to change the zone category to a 'General Commercial Special ** (GC-S**) Zone' to permit commercial uses appropriate to the site and to permit the hotel use. The Special provision would permit for site-specific development standards, such as an increase in the maximum height; increase in the maximum leasable floor area; and decrease in the minimum front and rear yard setbacks.

The 'GC' zone includes the following uses:

General Commercial Uses:

Automated teller/banking machines, beer, liquor or wine store, brew-your own establishment, building supply establishment, bus or taxi depot, eating establishment, fabric shop, garden and nursery sales and supply establishment, hardware store, home and auto supply store, home improvement store, hotel, marine and recreational vehicle sales and service establishment, motel, motor vehicle repair establishment, motor vehicle sales and service establishment, motor vehicle washing establishment, pet store, pet supply store, rental establishment, retail establishment that carries only furniture, appliances, home electronics, carpet, flooring and/or window coverings, service station, swimming pool or swimming pool supply store, tourist information centre and video rental and sales store.

Convenience Commercial Uses:

The following additional uses are permitted provided that the total gross leasable floor area does not exceed 15% of the total gross leasable floor area of all buildings on the lot.

Bake shop, convenience retail establishment with or without a gas bar, dry cleaning establishment, drug store, personal service establishment and pharmacy.

Special (Exception) Zone:

The 'GC-S**' zone as proposed would permit all uses in the 'GC' zone listed above, and in addition, recognize site-specific development standards as follows:

Zone Standard:	'GC' Zone:	Proposed 'GC-S**' Zone:
Maximum Building Height	10.5 metres	18.0 metres
Maximum Leasable Floor Area of a Single Commercial Use	3,000 square metres	4,500 square metres
Minimum Front Yard Setback	15.0 metres	5.0 metres
Minimum Rear Yard Setback	15.0 metres	6.0 metres

The applicant has submitted the appropriate technical reports and background studies to demonstrate compliance with the Zoning By-law. Through the appropriate revisions to the technical reports and plans, full compliance with the provisions of the Zoning By-law should be achieved.

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 (LPAT). 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 vibrant and growing economy and healthy environment strategic goals, as it will attract new businesses, provide employment opportunities, and can utilize Low Impact Development (LID) techniques where possible to protect and enhance water quality.

Review of Accessibility Implications of Any Development or Policy:

There are no accessibility implications for the City. Accessible standards will be implemented through the appropriate Site Plan Agreement, and permits issued under the Ontario Building Code (OBC).

Servicing Comments:

The property is currently not serviced. Full urban municipal services, including water, sanitary sewer and storm sewer are proposed.

Consultations:

Notice of this application was circulated to persons within a 120 metre radius of the properties; and agencies and City Departments which may have an interest in the application. As of October 25, 2019, we have received the following comments:

Public Comments:

To date, no public comments have been received.

Agency Review Comments:

October 11, 2019	The Building Division has no concerns with the applications. Comments will be reserved to site plan circulation.
October 17, 2019	The Engineering and Corporate Assets Department advised they have no objection to the proposed Official Plan and Zoning By-law amendments. Detailed Engineering review and comments will be provided at the time of Site Plan Approval. Preliminary Engineering

comments regarding servicing and stormwater management are provided as follows:

Servicing:

1. Servicing shall be in compliance with City of Kawartha Lakes By-Laws (i.e. By-Law 2016-006, By-Law 2018-039) which identify requirements for separate water services for domestic and fire flow requirements and sized as required.
2. A Municipal Service Connection Application will be required for service connections in the municipal Right of Way, using City approved service connection contractors.
3. Please identify all proposed servicing on the Proposed Servicing Plan and identify service lateral separation distances, setbacks, existing infrastructure, etc. to ensure there are no conflicts. Water services cannot be installed within a driveway.

Stormwater Management:

4. As noted in the Functional Servicing Report the outlet for this development ultimately leads to Scugog River which has been identified as a Policy 2 receiver. The development must satisfy a no net increase with an effort to reduce phosphorus loading.
5. Please ensure all Stormwater Management calculations/values correlate with City guidelines.

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. Staff recommends that the applications be referred back to staff until such time as all comments and concerns have been addressed.

Conclusion:

In consideration of the comments and issues contained in this report, Staff respectfully recommend the proposed Official Plan and Zoning By-law Amendment applications be referred back to staff for further review and processing until such time as all 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



PLAN2019-064
Appendix A.pdf

Appendix 'B' – Proposed Site Concept Plan, dated September 4, 2019



PLAN2019-064
Appendix B.pdf

Appendix 'C' – Proposed Building Concept Plan, dated April 17, 2017

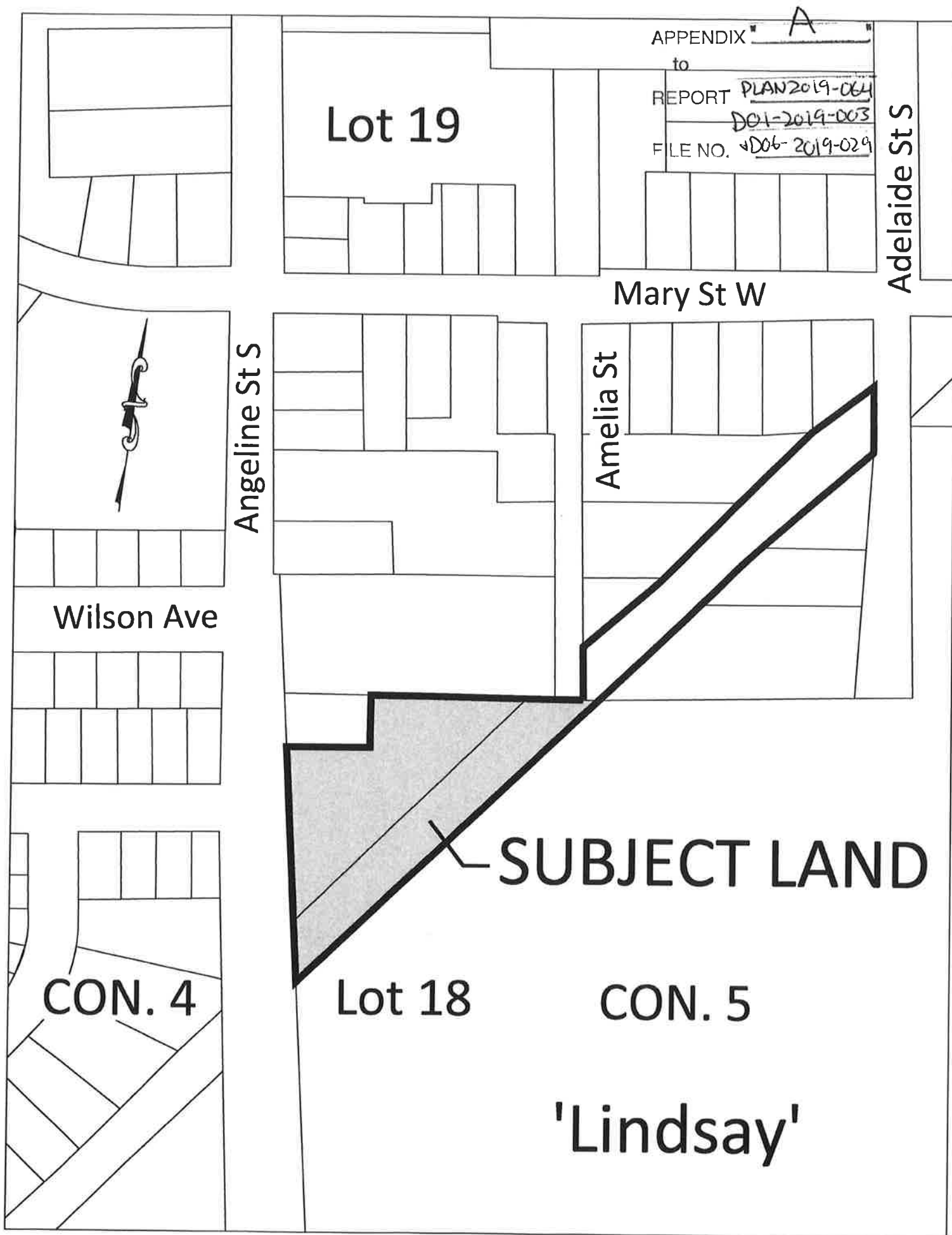


PLAN2019-064
Appendix C.pdf

Department Head E-Mail: cmarshall@kawarthalakes.ca

Department Head: Chris Marshall, Director, Development Services

Department File: D01-2019-003 and D06-2019-029





aside architects
148 Hunter Street W.
Suite 201
Peterborough, ON
K9H 1K8
p 705.812.2451

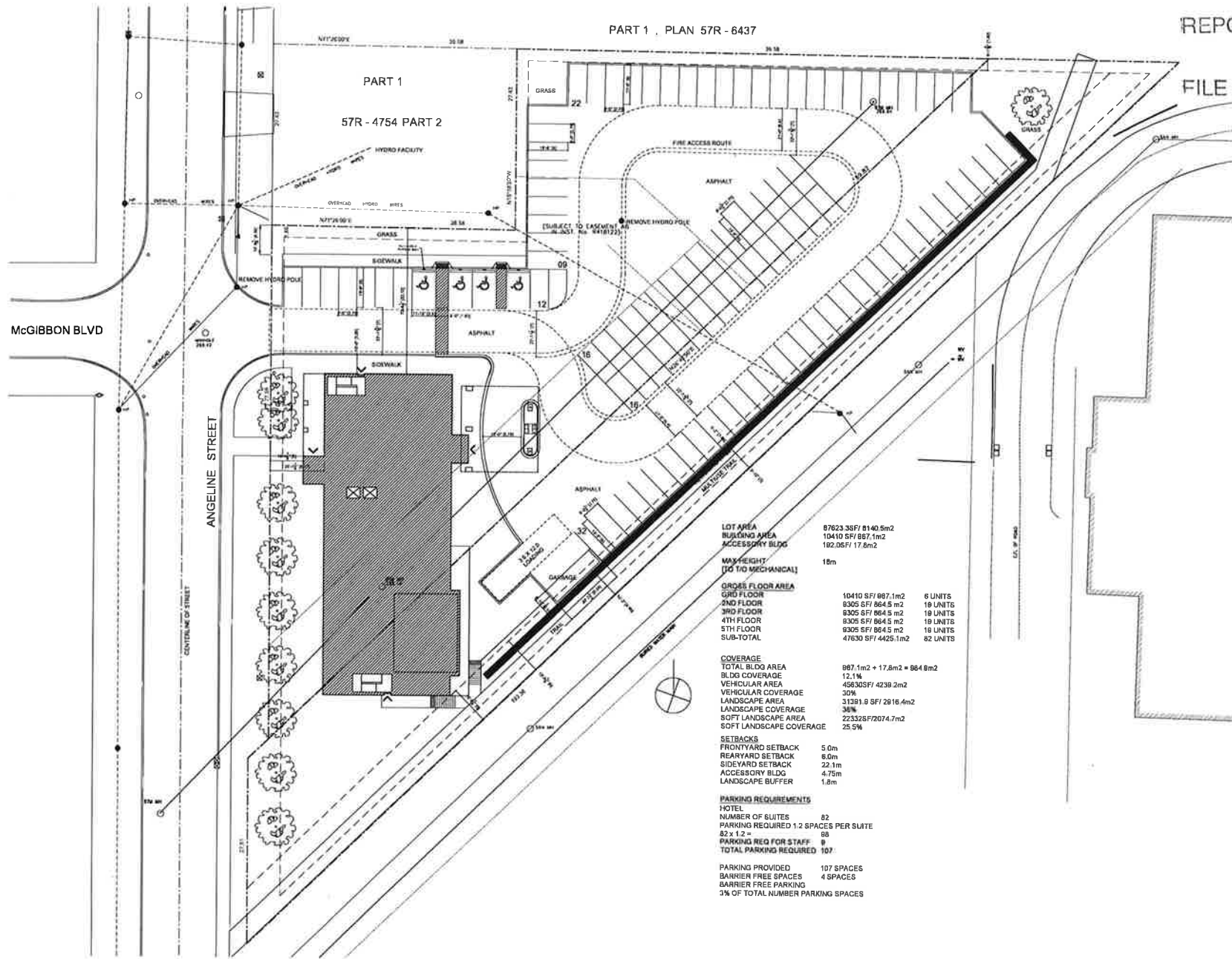


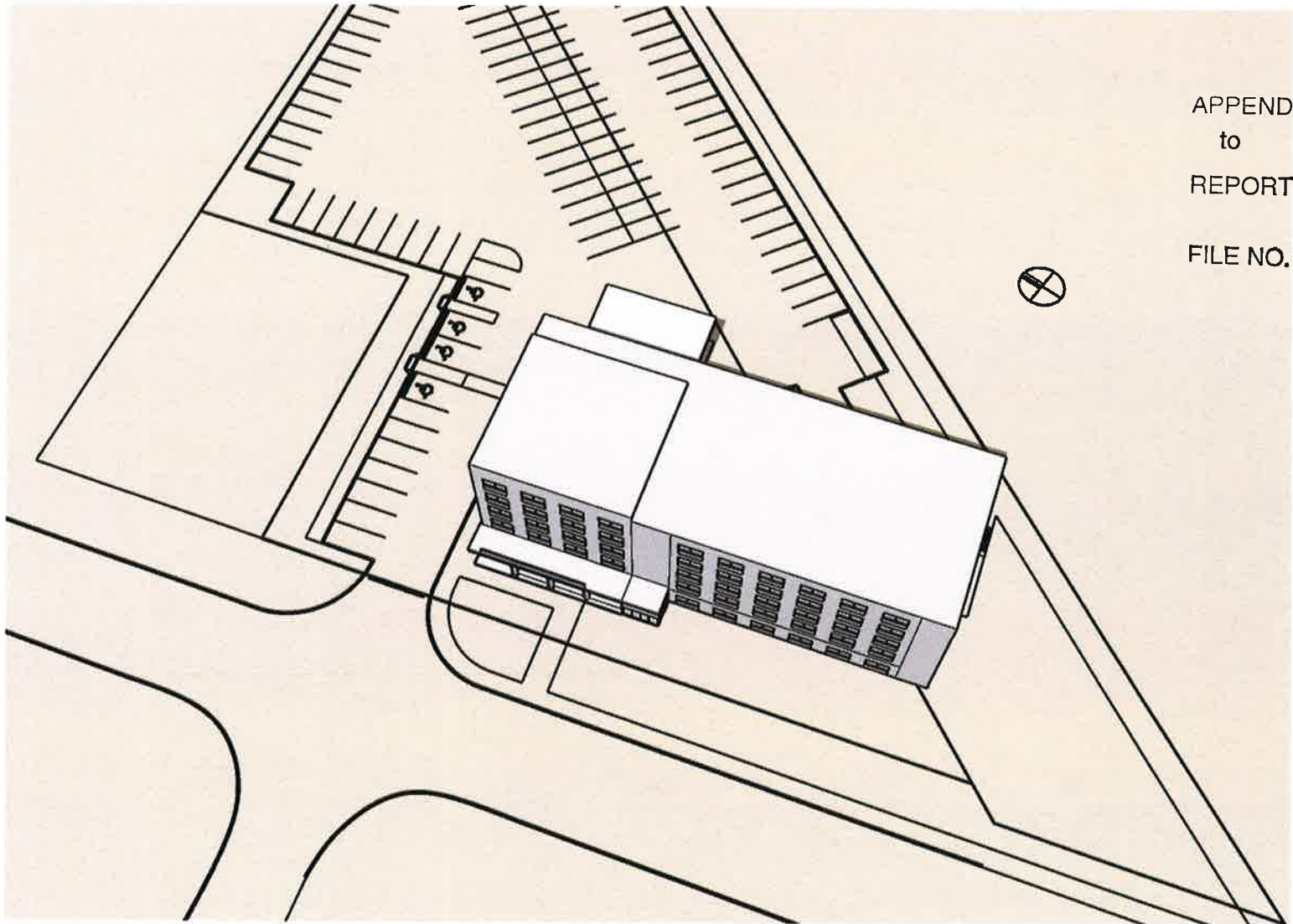
All drawings are the property of the designer and may not be reproduced without permission. Contractor shall check and verify all dimensions on site and report all errors, omissions or discrepancies. This drawing must not be scaled.

NO.	REVISION	DESCRIPTION
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SITE PLAN
HOTEL DEVELOPMENT
123 ANGELINE STREET
LINDSAY, ONTARIO

a 1.0





APPENDIX " C "
to
REPORT PLAN2019-064
DOI-2019-003
FILE NO. 5006-2019-029

Shadow Study

Summer Solstice, June 21, 2:18pm
123 Angeline St., Lindsay, ON



The Corporation of the City of Kawartha Lakes

Planning Advisory Committee Report

Report Number PLAN2019-065

Meeting Date: November 6, 2019

Regular Meeting

Title: Request by 2594441 Ontario Inc. to enter into a Subdivision Agreement for Plan of Subdivision 16T-08503, File No. D05-28-013, King's Wharf Estates Subdivision

Description: Part of Lots 21 and 22, Concession 13, geographic Township of Emily, now City of Kawartha Lakes

Ward Number: 6

Author and Title: Richard Holy, Manager of Planning

Recommendations:

That Report PLAN2019-065, **King's Wharf Estates Subdivision Agreement**, be received;

That the Subdivision Agreement for King's Wharf Estates, City of Kawartha Lakes, substantially in the form attached as Appendix "C" to Report PLAN2019-065 be approved by Council;

That the street names of Lakeview Crescent and Jeff Beukeboom Court for the draft plan of subdivision be approved by Council;

That the reduction of securities be considered once completed works have been confirmed by Staff;

That the recommended payment of Development Charges, as outlined in the draft subdivision agreement contained in Appendix "C" to Report PLAN2019-065, be received and approved by Council; and

Department Head:

Legal/Other:

Chief Administrative Officer:

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

Background:

On April 19, 2013, the Ontario Municipal Board granted draft plan of approval to Plan of Subdivision 16T-08503 to create 21 residential lots for single detached dwellings, vacant land and private open space blocks, a block for a stormwater management facility with a drainage easement to Pigeon Lake, 0.3 metre reserves to prohibit access from Pigeon Lake Road and King's Wharf Road, and the extension of Lakeview Crescent to serve this development. Subsequently, the Director of Development Services extended the draft plan approval twice on March 7, 2016 and March 12, 2019 with a final lapsing date of April 19, 2020.

On February 16, 2010, Council directed that Subdivision Agreements shall be reviewed by the Planning Committee, for recommendation to Council (CR2010-233). The purpose of this report is to present the staff endorsed draft Subdivision Agreement, attached as Appendix "C" respecting the draft plan attached as Appendix "B". This Agreement complies with Council's current policies and by-laws applicable to the development of land and incorporates civil engineering standards and land-use planning requirements.

In December 2017, the Owner 2594441 Ontario Inc. entered into a pre-servicing agreement with the City for the installation of erosion control features and municipal services on the draft plan approved lands and provided the requisite securities as per corporate policy. Subsequent amendments to the pre-servicing agreements have permitted the Owner to proceed to further construct connecting works on municipal right-of-ways.

Rationale:

TD Consulting, as primary contact for 2594441 Ontario Inc. (Paul Charron), has requested that the City prepare the required Subdivision Agreement for the King's Wharf Estates draft approved plan of subdivision.

There are 64 conditions of draft plan approval and most of these have already been fulfilled and others will be fulfilled in accordance with the requirements and obligations set out in the Subdivision Agreement. The Owner must sign the Subdivision Agreement before the Mayor and City Clerk sign the Subdivision Agreement. The Director of Development Services will subsequently sign the final plan and each of these documents will then be sent to the City solicitor for final review and registration and residential lots will be created with the registration of the M-Plan.

Provincial Policies:

Growth Plan for the Greater Golden Horseshoe (Growth Plan):

As this land is designated for residential development in the City of Kawartha Lakes Official Plan, this plan and implementing Subdivision Agreement conforms to the 2019 Growth Plan.

Provincial Policy Statement (PPS):

Similarly, as this land is designated for residential development in the City of Kawartha Lakes Official Plan, this plan and implementing Subdivision Agreement are consistent with the 2014 Provincial Policy Statement.

Official Plan Conformity:

The property is designated "Waterfront" in the City of Kawartha Lakes Official Plan. This subdivision plan and implementing Subdivision Agreement conforms to the policies and designations in both the City of Kawartha Lakes Official Plan.

Zoning By-law Compliance:

The residential land are zoned "Rural Residential Type Three (RR3) Zone", "Rural Residential Type Three Exception Nine (RR3-9) Zone", "Rural Residential Type Three Exception Ten (RR3-10) Zone", "Rural Residential Type Three Exception Eleven (RR3-11) Zone", and "Rural Residential Type Three Exception Eighteen (RR3-18) Zone" in the Township of Emily Zoning By-law 1996-30 to recognize various development constraints. The open lands are zoned "Agricultural Exception Twenty-Six (A1-26) Zone" and "Environmental Protection Exception Two (EP-2) Zone" to permit a private park at the development's entrance and a private park with a gazebo along the lakefront. The stormwater management facility is zoned "Environmental Protection Exception Three (EP-3) Zone". The Holding provisions for common area blocks are removed once the subdivision agreement is registered but the holding provisions for individual lots is removed once the City is satisfied that the groundwater levels are not negatively impacted through additional development. This is determined through data from a groundwater monitoring well that is installed on the property. The proposed residential use and subdivision layout contained in the Subdivision Agreement comply with the relevant provisions of the Zoning By-law.

Other Alternatives Considered:

No other alternatives have been considered as this application conforms to the Provincial Policies, City of Kawartha Lakes Official Plan, and Township of Emily Zoning By-law 1996-30.

Financial/Operation Impacts:

The draft Subdivision Agreement requires the owner to pay all of the City's reasonable legal costs incurred in the preparation and registration of the Agreement, together with the City Engineering Fee. The Owner is also required to provide a Letter of Credit for 100% of the Estimated Cost of Works to the satisfaction of the Director of Development Services and the Director of Engineering and Corporate Assets.

It is Staff's understanding that the owner is requesting two (2) changes to the City's standard procedures:

1. The City requires that 100% of the securities for the works contained in Schedule "D" be posted with the City as part of the execution of the Subdivision Agreement. The owner is seeking a reduction in the securities for works that have already been completed to date through the aforementioned pre-servicing agreements, and the City is in receipt of proposed security reductions. Prior to supporting any reduction, the City requires the following:
 - a) Revised Schedule "D" Cost Estimate itemizing components completed and requested security reduction for each component.
 - b) Submission of engineering certification that all works have been constructed in conformity with the plans and specifications approved by the City.
 - c) Statutory declaration as per the City template that all accounts for material, labour and equipment are paid in full.
 - d) As built design drawings to be submitted and approved by the City.

Engineering staff confirm the Owner and the Engineer are working to provide the supporting documentation for consideration of the reduced security.

2. The standard Subdivision Agreement requires that all development charges follow the Council approved policy of September, 2016. Staff understands the Owner's intention is to defer payment of these Development Charges to the Occupancy stage. Staff has requested written confirmation from the Owner for the request.

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

This application aligns with the Exceptional Quality of Life Goal as it provides a range of residential development options, namely waterfront development.

Review of Accessibility Implications of Any Development or Policy:

The accessibility standards established in the Building Code will be shown on the subsequent construction drawings, which must be approved by the City prior to the issuance of a building permit.

Servicing Comments:

The lots will be serviced through individual well and septic systems. Stormwater management will be handled through roadside ditches that drain to a pair of stormwater management ponds, one wet pond and one dry pond.

Consultations:

Consultations involved staff from the City's Engineering and Corporate Assets Department.

Development Services – Planning Division Comments:

The Subdivision Agreement contains all necessary conditions and warning clauses that were part of the conditions of draft plan approval as well as the conditions imposed through the Ontario Municipal Board process.

During the summer, the residents of the Lakeview Estates subdivision were concerned about the location of the dry stormwater management pond on the private open space block and associated tree removal as well as the culverts that were placed under the extension of Lakeview Crescent. While the tree cutting and stormwater management pond issues were resolved, the developer agreed to relocate the culverts in a position that would flush out the lagoon to the residents' satisfaction to allow them to dock boats in this area again. He also agreed to dredge the lagoon out with the appropriate Trent-Severn Waterway approvals in place. The Letter of Undertaking is attached to this Subdivision Agreement.

The draft M-Plan shows that the street name Lakeview Crescent will be extended throughout the crescent portion of the road network in the development. Extending this road name throughout the development makes sense as this street name cannot be changed mid-block.

There is also a small cul-de-sac that serves one lot and the stormwater management block in the southeastern portion of the development. New street names can be obtained from the City's approved list of street names. The City's street naming policy doesn't permit the use of street names of persons that are living nor does it allow the use of first and surnames together in a street name; however, the list contains names of people that are alive as well as containing multiple persons with the same surname. The only way to keep multiple people with the same surnames on the list and use them for street naming purposes is to use the first name in conjunction with the surname. The owner has chosen to name this street Jeff Beukeboom Court. Staff respectfully request that Council grant an exception to the street naming policy to permit the use of Jeff Beukeboom Court, representing the name of a prominent person who is still living and using the first name in conjunction with the surname. The name of John Beukeboom can therefore remain on the list as a street naming option. The owner will revise the draft M-Plan accordingly.

City staff has completed their review of the draft Plan of Subdivision 16T-08503, King's Wharf Estates Subdivision and endorses Appendices "B" and "C". We support the recommendations set out in this Report PLAN2019-065. It is now appropriate that the matter be considered by Council.

Attachments:

The following attached documents may include scanned images of Appendices, maps and photographs. If you require an alternative format, please contact Richard Holy, Manager of Planning at 705.324.9411 x 1246.

Appendix "A" – Location Map



PLAN2019-065
Appendix A.pdf

Appendix "B" – Draft M-Plan



PLAN2019-065
Appendix B.pdf

Appendix "C" – Draft Subdivision Agreement



PLAN2019-065
Appendix C.pdf

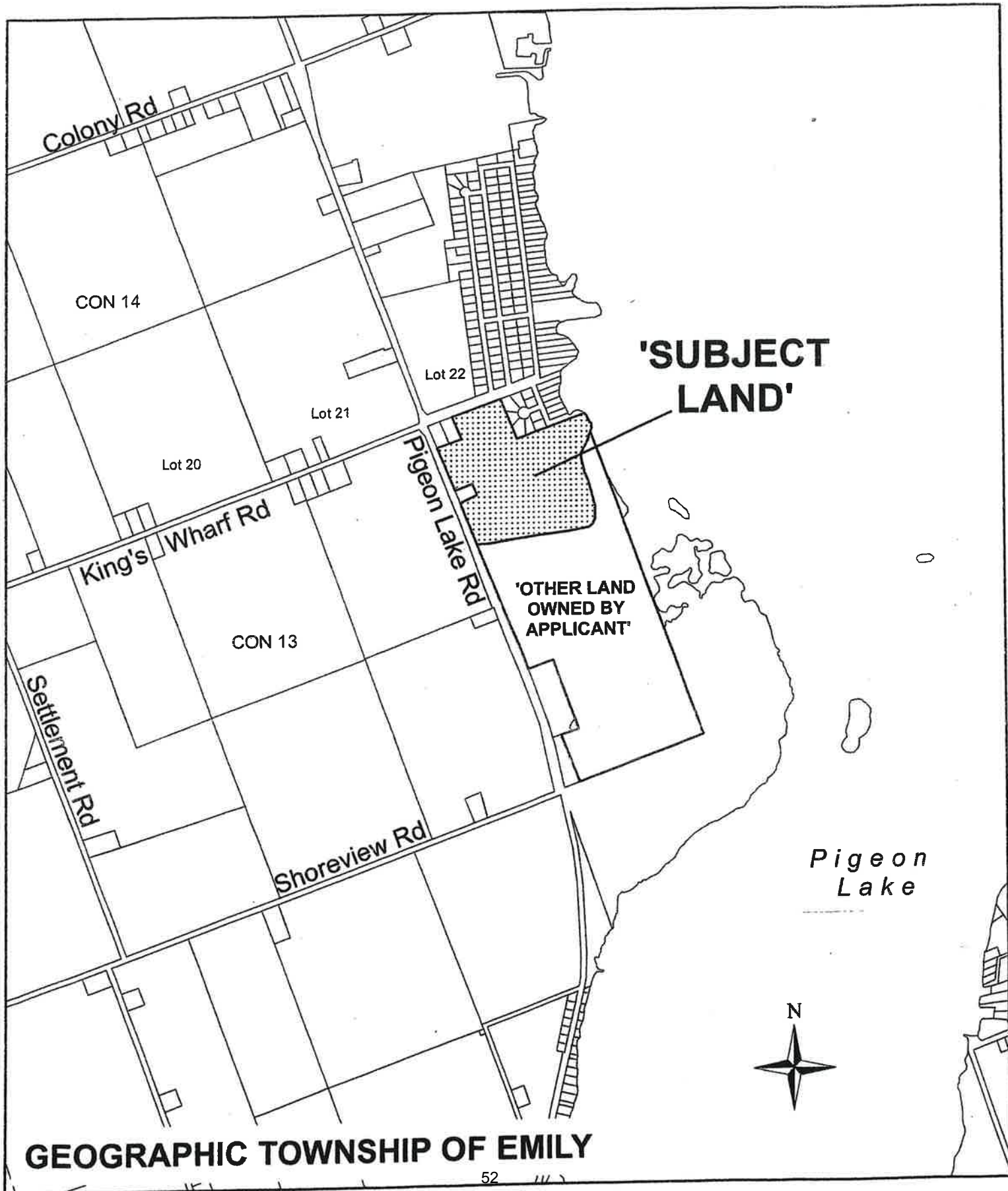
Department Head E-Mail: cmarshall@kawarthalakes.ca

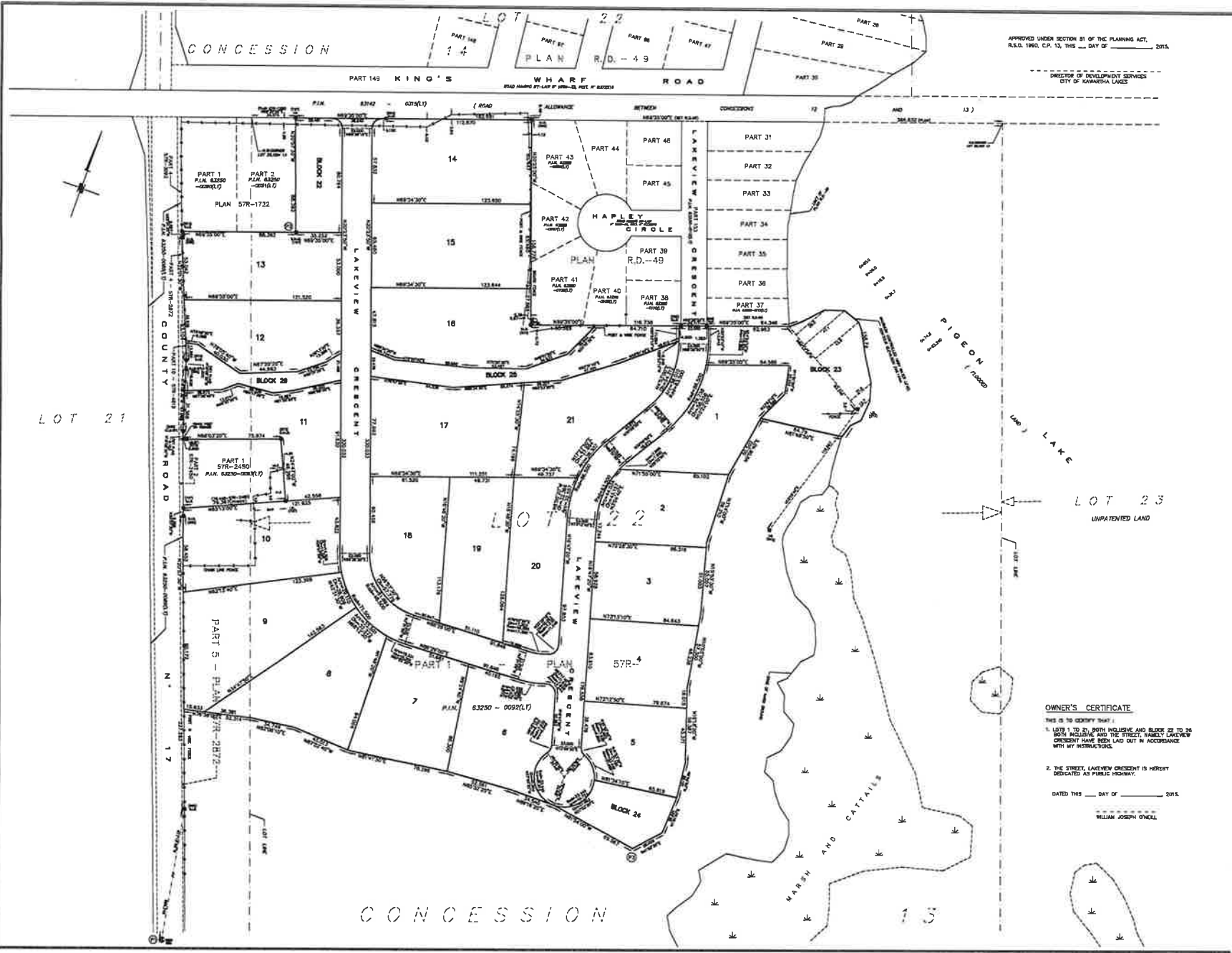
Department Head: Chris Marshall, Director of Development Services

Department File: D05-28-013

Location Map

APPENDIX "A"
to
REPORT PLAN 2019-065
FILE NO. 005-28-013





PLAN 57M

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF PETERBOROUGH (" 57 ") AT _____ O'CLOCK ON THE _____ DAY OF _____ 2015, AND ENTERED IN THE REGISTER FOR PARCEL _____ SECTION _____ AND REQUIRED CONSENTS ARE REGISTERED AS PLAN DOCUMENT N° _____

LAND REGISTRAR

FILE N°
NOTE : THIS PLAN COMPRISES PART OF P.L.N. 63290-0092(LT)

PLAN OF SUBDIVISION
OF PART OF LOTS 21 AND 22
CONCESSION 13
GEOGRAPHIC TOWNSHIP OF EMILY
CITY OF KAWARTHA LAKES

BENINGER SURVEYING LTD.

SCALE - 1 : 1250
0 10 20 30 40 50 Metres
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

OWNER'S CERTIFICATE
THIS IS TO CERTIFY THAT :
1. LOTS 1 TO 21, BOTH INCLUSIVE AND BLOCK 22 TO 28 BOTH INCLUSIVE AND THE STREET, NAMELY LAKEVIEW CONCERNED HAVE BEEN LAID OUT IN ACCORDANCE WITH MY INSTRUCTIONS.
2. THE STREET, LAKEVIEW CONCERNED IS HEREBY DEDICATED AS PUBLIC HIGHWAY.
DATED THIS _____ DAY OF _____ 2015.
WILLIAM JOSEPH O'NEILL

APPENDIX B
to
REPORT PLAN 2019-065
FILE NO. D65-28-013

APPENDIX " C "
to
REPORT PLAN 2019-065
FILE NO. 005-28-013

Document General

Subdivision Agreement

Between

2594441 Ontario Inc.

and

The Corporation of the City of Kawartha Lakes

King's Wharf Estates Subdivision
16T- 08503

Dated as of , 2019

CITY OF KAWARTHA LAKES

SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of _____, 2019.

BETWEEN:

2594441 Ontario Inc.

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-08503 – D05-28-013) 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 PT N1/2 LT 21 CON 13 EMILY; PT S1/2 LT 21 CON 13 EMILY; PT LT 22 CON 13 EMILY AS IN R415086; KAWARTHA LAKES, as shown on Plan 57M- _____, City of Kawartha Lakes. More particularly, the Land is described as Lots 1 to 21, both inclusive, and Blocks 22 to 26 inclusive, as shown on Plan 57M- _____, City of Kawartha Lakes.

Commented [RP1]: Engineer to confirm engineering design drawings conform to draft M-Plan.

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-08503 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.

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, 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 on CD of the approved construction plans shall have been deposited with the Director prior to the execution of this Agreement by the City.

(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 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 Hancock Engineering Services Inc. (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.

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.

Commercial construction on the site will be permitted to operate between the hours of 7 am to 6 pm on Monday to Friday and from 8 am to 12 pm on Saturday. Construction activity will not be permitted on Sunday or statutory holidays.

d) INSTALLATION

In the event that the Owner fails to complete the hereinafter mentioned Public Services within the 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, 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-Built" information for all public services installed, in electronic AutoCAD, PDF and hard copy are required to be submitted to the City for Acceptance 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 "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

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, and Occupancy of any dwelling 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 "As-Built" information;
- ii) A letter of credit or cash deposit in the amount of 10% of the total cost of all Public Services to guarantee performance of the completed Public Services;
- iii) A statutory declaration that all accounts for material, labour and equipment employed for installation of the Public Services are paid in full;
- iv) A certificate from the Engineer, certifying that the 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, 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;
- v) A letter of credit or cash deposit in the amount of \$3000.00 per vacant Lot on which a dwelling has not been constructed to secure

the completion of grading and landscaping on that Lot.

g) MAINTENANCE

The Owner COVENANTS AND AGREES to maintain and keep in a proper state of repair and operation all of the Public Services constructed, installed, or provided by the Owner for a period of one (1) year from the date of Acceptance by the City, with the exception of the top course of surface asphalt and final repairs and/or corrective measures to surface works which shall be subject to a minimum one-year maintenance period.

h) ASSUMPTION

Upon completion of the one (1) year 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 assure 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 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) confirmation from the City that any emergency repairs that may have been completed by the City have been paid for by the Owner;
- 5) property Identification Numbers (PIN) for all segments of road and parcels of land to be assumed by the City; and
- 6) a listing of assets to be assumed by the City, in a format acceptable to the City.

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 during the life of this Agreement. 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 Owner agrees to submit a removal of Holding rezoning application for each lot with the necessary hydrogeological information from the data logging device on Lot 14 to ensure that the development in the subdivision does not have a negative cumulative effect on groundwater resources.

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 Kawartha Conservation. 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, in which case the provisions governing the deferral shall determine when payment of the Development Charges by the Owner is due.

The Owner COVENANTS and AGREES with the City to install a monitoring well with a data logging device on Lot 14 prior to development of any Lot. The Owner will provide information on the baseline groundwater levels to the City's Planning Division and updates as development progresses on a monthly basis for review. The City reserves the right of withhold removal of the Holding (H) Symbol if significant impacts are identified.

The Owner further COVENANTS and AGREES with the City to postpone the sale of Lot 14 until Lots 6 to 21, exclusive of Lot 14, have been developed.

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 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 on title of the property through which an easement or right-of-way passes, the grant of easement or right-of-way.
- 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 his own 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 s/he 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 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 as per the stormwater management design; 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:

- i) 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;
 - ii) that the Engineer has examined the plans and drawings for the proposed dwelling to be erected on the Lot or Block; and;
 - iii) 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 his responsibility 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 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 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 on 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 its 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;
- 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.

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%).
- v) The resultant amount including H.S.T. shall be the revised amount of security required to be held pursuant to Schedule "D".
- vi) At no time can the amount of security be reduced to below the actual amount required to secure the completion of the 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:

Residential Dwelling Unit Type	Single-Semi-Detached	or Row Multiple	or Apartment: Two or More Bedrooms	Apartment: One Bedroom	Total
Number of Dwelling Units in Proposed Subdivision	21	--	--	--	--
Development Charge Rate Per Dwelling Unit	Health & Social	\$0	--	--	--
	Library	\$235	--	--	--
	Parks & Recreation	\$204	--	--	--
	Fire	\$532	--	--	--
	Paramedic	\$74	--	--	--
	Police	N/A	--	--	--
	Airport	\$31	--	--	--
	Transit	N/A	--	--	--
	Administration	\$140	--	--	--
	Roads & Related	\$5,313	--	--	--
	Water Treatment	N/A	--	--	--
	Water Distribution	N/A	--	--	--
	Sewage	N/A	--	--	--

	Treatment					
	Sewage Collection	N/A	--	--	--	--
	Total	\$6,529	--	--	--	--
Total Development Charges Owed to the City by the Owner		\$137,109				

Unless the City agrees to an alternate arrangement through 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 occupancy of the same. Whereas the City has determined the 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.

Commented [RP2]: To be confirmed in writing by Developer

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 occupancy of the same, by the Chief Building Official, subject to the following conditions:

- (i) On the 3rd 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 2594441 Ontario Inc.
Attention: Paul Charron
Address 2502 Pigeon Lake Road
Bobcaygeon, ON K0M1A0
Email pcharron_1814@icloud.com

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.

- 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, 11, 23, 35, and Schedule 'G'.

12. HYDROGEOLOGICAL, ENVIRONMENTAL IMPACT AND PHOSPHOROUS STUDY REPORT IMPLEMENTATION

Production Well Requirements

The Owner shall situate and design wells in accordance with the design recommendations in the Pumping Tests Summary Report (2012), as prepared by Geo-Logic Inc.

Waste Disposal Requirements

The Owner shall design all waste disposal systems in accordance with the design recommendations in the Hydrogeological Assessment Report and its addendums as prepared by Geo-Logic Inc. The tile beds are to be constructed a minimum of 1.0 metres above existing grade to ensure that areas of high groundwater do not negatively impact the function of these systems.

The Owner shall provide to the City's Part 8 Sewage Systems Supervisor the locations of sewage system envelopes with a minimum area of 1,000 sq.m. The Owner shall also provide information to all as part of the homeowners on septic and lawn maintenance as part of the Purchase Agreement.

Foundation Design

The Owner shall provide a hydrogeological analysis for each lot prior to the issuance of a Building Permit to confirm the suitability for construction of a basement as part of the single detached dwelling. The Owner should also ensure that areas of high groundwater do not negatively impact the function of basements of these dwellings.

Phosphorous Loading

The Owner shall implement a 30 metre buffer from the Lake and 15 metre setback from the on-site streams as a buffer contained in the report titled Review of Phosphorus Loading prepared by Niblett Environmental Associates Inc. dated

March 14 2011 and subsequent Addendum titled Peer Review of Environmental Assessment Report prepared by Niblett Environmental Associates Inc. dated July 19, 2011.

Environmental Impact Studies

The Owner shall implement the following conclusions from Section 9.1 of the report entitled Environmental Impact Assessment prepared by Niblett Environmental Associates Inc, dated September 2008, during the site preparation, construction and post-construction period:

- 1) A 30 metre buffer be established on each lot from the normal high-water mark of the Lake
- 2) A 30 metre buffer be staked in the field prior to any site preparation activities
- 3) Building envelopes will be located a minimum of 30 metres from the normal high-water mark
- 4) A 15 metre buffer be established on both the north and south tributaries
- 5) Septic bed locations are to be situated a minimum of 40 metres from the normal high-water mark
- 6) The development will stay outside the drip line of the upland forest communities
- 7) Silt and snow fencing will be placed along the north edge of the building envelopes prior to any site preparation activities
- 8) Silt fencing will be regularly inspected and maintained as necessary until construction is completed and the soil is stabilized with vegetation
- 9) Within the buffer zone, construction activities such as site grading, tree removal or stockpiling of soil, stumps and brush is prohibited except for the installation of a dock/and or boathouse
- 10) No vehicles will be stored or stockpiles of materials be located within 40 metres of the normal high-water mark.
- 11) No refueling of vehicles or storage tanks be located within 40 metres of the high-water mark
- 12) Detailed erosion and sediment control plans will be prepared for the site and implemented during all phases of construction.

The Owner shall implement the following conclusions from Section 9.2 (Fisheries) of the report entitled Environmental Impact Assessment prepared by Niblett Environmental Associates Inc, dated September 2008, during the site preparation, construction and post-construction period:

- 1) No removal of trees, boulders and other naturally occurring objects from the water. These features provide cover for fish and their prey and must be left alone to maintain the productive capacity of fish habitat
- 2) Only floating, pipe or cantilever docks may be installed so as not to disturb substrates and natural shoreline processes (ie. Sediment transport, water movement). Docks may occupy a maximum of 20% of the shoreline of a lot or no more than 6 feet and 20 feet offshore. This will prevent possible fish habitat impacts resulting from excessive shading of the littoral zone, like reductions in aquatic

vegetation. In addition, where feasible, dock sites should be located over areas lacking any aquatic vegetation.

3) Docks are to be constructed in the late summer to fall timing window to avoid potential impacts on sensitive life stages of fish.

4) Treatment of lumber to be used for docks should take place before the structure is in place and well away from the water's edge

5) No removal of aquatic vegetation should take place. These plants are essential for the production of fish food, providing shelter, spawning habitat and water filtration.

Hydrogeological Considerations

That the Owner AGREES to implement all conclusions and development recommendations contained in the report titled Hydrogeological Assessment Report prepared by Geo-Logic Inc. dated July 2008 and as updated by supplemental reports dated May 11, 2009 and August 26, 2009 and as finally approved by the City's peer review consultant Jagger Hims Limited on October 5, 2009. The Owner shall also implement the recommendations contained in a letter dated June 14, 2010 and in a supplementary report dated January 11, 2012, both prepared by Geo-Logic Inc., and as peer reviewed on February 27, 2012 in the subdivision agreement.

Tree Preservation Plan

The Owner prepare a tree preservation and planting plan to ensure that significant trees are preserved and that native tree species are planted.

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 Approved Construction Entrance off Pigeon Lake Road. The construction access route must be clearly signed to the satisfaction of the City.

15. ZONING

The Owner AGREES that the Land shown on Schedule "A" hereto shall be governed by the provisions of File D06-28-013 and Zoning By-Law 1996-30 (Emily), amended by By-law 2012-130 which provides the following zoning:

LOT OR BLOCK	ZONE
Lots 1 to 5 (inclusive)	RR3-11(H)
Lots 6 to 8 (inclusive)	RR3 (H)
Lot 9	RR3-10 (H)
Lot 10	RR3-10
Lot 11	RR3-10 (H)
Lot 12	RR3-9 (H) and EP
Lot 13 to 15 (inclusive)	RR3(H)
Lot 16	RR3-12(H) and EP
Lot 17	RR3(H) and EP
Lot 18 to 20 (inclusive)	RR3(H)
Lot 21	RR3(H) and EP
Block 22	A1-26(H)
Block 23	EP-2(H)
Block 24	EP-3(H)

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 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.

Commented [RP3]: CKL needs draft M Plan

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);
- d) coordinate the approved landscape plan with the approved utility plan; and
- e) 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, Archaeology and Heritage Planning Unit, 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 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, 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 Kawartha Region 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.~~
Not applicable.

b) UPGRADES TO EXISTING SANITARY SEWER

Not applicable.

30. BLOCK 22 and Block 23 Common Area

The Owner, as declarant, shall prepare and register a declaration, pursuant to the *Condominium Act, 1998*, S.O. 1998, c. 19, establishing a common elements condominium on all of the lands described as Block 22 and Block 23 57M-_____. The declaration shall provide that Lots 1 through 21 (inclusive) on Plan 57M-_____ shall be attached to Block 22 and Block 23 as a Parcel of Tied Land and the owners of each Lot shall contribute equally to the contributions to the common expenses of the condominium.

31. PARKLAND CONTRIBUTION OR CASH-IN-LIEU

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 twenty-one thousand, five hundred and eighty-five dollars (\$21,585.00) based on the appraisal of the entire draft approved plan of subdivision as dated April 19, 2013 by Ontario Municipal Board Decision.

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)
Schedule "J"	– Environmental Buffers (attached- Drawing No. 3369-DP, Revision No. 5, dated July 11, 2011)

33. LOCAL SERVICE AND LOCAL CONNECTION CHARGE WHERE MUNICIPAL URBAN SERVICES EXIST – Not Applicable

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 agricultural, privacy and/or noise attenuation fencing in accordance with the requirements of Section 12 in Schedule "C".

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 – Not Applicable

37. MINISTRY OF NATURAL RESOURCES AND FORESTRY REQUIREMENTS – Not Applicable

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 4956-9VUL0D issued June 17, 2018, as amended, for the stormwater management facilities.

39. TRENT SEVERN WATERWAY

The Owner shall construct docking facilities on Block 23 in conformity with all conditions, restrictions and technical requirements contained in Permit No. 180140, approved November 8, 2018, by Trent-Severn Waterway.

The Owner shall follow Recommendation 9.2 (Dock Placement) contained in the Environmental Impact Assessment prepared by Niblett Environmental Associates Inc. dated September 2008 and as updated by letter on June 30, 2010 and on August 29, 2010:

- 1) No removal of trees, boulders and other naturally occurring objects from the water. These features provide cover for fish and their prey and must be left alone to maintain the productive capacity of fish habitat.
- 2) Only floating, pipe or cantilever docks may be installed so as not to disturb substrates and natural shoreline processes (ie. sediment transport, water movement). Docks may occupy a maximum of 20% of the shoreline of a lot or no more than 6 feet and 20 feet offshore. This will prevent possible fish habitat impacts resulting from excessive shading of the littoral zone, like reductions in aquatic vegetation. In addition, where feasible, dock sites should be located over areas lacking any aquatic vegetation.
- 3) Docks are to be constructed in the late summer to fall timing window to avoid potential impacts on sensitive life stages of fish.
- 4) Treatment of lumber to be used for docks should take place before the structure is in place and well away from the water's edge.
- 5) No removal of aquatic vegetation should take place. These plants are essential for the production of fish food, providing shelter, spawning habitat and water filtration.

Any additional shoreline and/or in-water works not approved as part of Permit No. 180140 will require permissions from the Trent Severn Waterway.

40. 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.

41. 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.

42. 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.

43. 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 PT N1/2 LT 21 CON 13 EMILY; PT S1/2 LT 21 CON 13 EMILY; PT LT 22 CON 13 EMILY AS IN R415086; KAWARTHA LAKES now in the City of Kawartha Lakes. More particularly, the Land is described as, Lots 1 to 21 both inclusive, and Blocks 22 to 26, both inclusive, as shown on Plan 57M-_____, City of Kawartha Lakes.

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.

Project Number	Drawing Number	Title	Date	Consultant
98-D-3369	3369-01	Overall Lot Grading Plan Schedule E	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-02	Street A - Plan and Profile	Revised March 21, 2019	M.J. Davenport & Associates
98-D-3369	3369-03	Lakeview Crescent - Plan and Profile	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-04	King's Wharf Road - Plan and Profile	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-05	Pigeon Lake Road - Plan and Profile	Revised Aug 28, 2017	M.J. Davenport & Associates
99-D-3388	3369-06	Standards	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-07	Culvert Crossing Detail	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-SWM1	Stormwater Management Facility Plan and Profile	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-EC1	Erosion and Sediment Control Plan	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-CM	Construction Management Plan	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-TRAFFIC	Traffic Plan	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-DA	Disturbed Areas Plan	Revised Aug 28, 2017	M.J. Davenport & Associates

Project Number	Drawing Number	Title	Date	Consultant
98-D-3369	3369-HEC2	HEC-RAS Cross Section Locations	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-SW1	Pre-Development Watershed Areas	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-SW2	Post-Development Sub-watershed Areas	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-UTIL	Composite Utility Plan	Revised Nov 27 2017	M.J. Davenport & Associates
98-D-3369	3369-RA	Regulated Areas	Revised Aug 28, 2017	M.J. Davenport & Associates
98-D-3369	3369-GEO	Georeferenced Plan	Revised Aug 28, 2017	M.J. Davenport & Associates
	00331-16-196	King's Wharf Estates Zone 3A	Mar-17	Hydro One Network Inc.
	3369-08	Concrete Box Culvert Crossing Detail	April 24, 2019	M.J. Davenport & Associates Ltd.
	D1	Driveway Detail	July 9, 2019	Hancock Engineering Services Inc.

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 or drainage purposes to the appropriate authority.

Commented [RP4]: CKL requires easement for SWM Pond outlets, need Draft R Plan

3. **PUBLIC HIGHWAYS**

The streets to be constructed in this development named Lakeview Crescent and Jeff Beukeboom Court 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.

Commented [RP5]: Need Street A name

4. **0.3 METRE RESERVES**

The Owner shall convey Block(s) ____to ____, inclusive, as shown on Plan 57M-____ (16T-08503) 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 24 of Plan 57M- ____ and shall convey Block_24 for construction and placement of a stormwater management pond and sediment drying areas.

6. **OPEN PUBLIC SPACE**

The Owner shall convey Blocks 25 and 26 of Plan 57M-____ to the City free and clear of any encumbrances for Open Public Space, for environmental buffer.

SCHEDULE "B-1"

PLAN OF EASEMENTS

Page 1 of 2

Attach to Agreement

Commented [RP6]: CKL needs draft R Plan

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 his 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.

The Owner shall construct, entirely at the Owner's expense, the interior subdivision roadway, a right-hand turning lane from Pigeon Lake Road onto King's Wharf Road, and necessary safety upgrades to King's Wharf Road between Pigeon Lake

Road and the westerly entrance into the development and stormwater management pond.

3. Curbs and Gutters and Sidewalks – Not Applicable

~~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; and~~

~~Curb and gutter terminations shall be constructed in accordance with the OPSD 608.010.~~

~~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.~~

~~Ramps shall be constructed at all intersecting streets and where public walkways intersect a street.~~

4. Watermains – Not Applicable

~~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 Certificate of Approval 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 – Not Applicable

~~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 Aruco 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 – Not Applicable

~~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, Conservation and Parks 'Stormwater Management Planning and Design Manual' (2003), to the satisfaction of the City and Kawartha Region Conservation Authority.

8. Service Connections – Not Applicable

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:

a) Water Service Connections: - Not Applicable

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: - Not Applicable

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: - Not Applicable**

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 150mm.~~

~~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 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

Not applicable.

11. Parkland

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 twenty-one

thousand, five hundred and eighty-five dollars (\$21,585 based on the appraisal of the entire draft approved plan of subdivision as dated April 19, 2013 by Ontario Municipal Board Decision.

12. Buffering and Fencing Requirements

The Owner shall erect a 1.2-metre-high agricultural fence to separate the residential lots, common passive recreational area, and stormwater management lands from the environmentally protected lands on Lots 1 to 9, 11, 12, 16, 17 and 21 and Blocks 23 and 24. The environmentally protected portions of these Lots are environmental buffers to be kept in a natural state and not be used for the construction of buildings or structures or used for storage or dumping of waste materials. More specifically, 1.2 metre high page wire fencing shall be installed along the rear yards of Lots 1 to 8 inclusive, the north side yard property line of Lot 1, the south west portion of the rear yard of Lot 9, the north side yard property line of Lots 11, 17, 21, the south side yard property line of Lots 12, 16, the south and east property line of Block 24. Black vinyl chain link fence, 1.2 metre high, shall be installed along the south side yard property line of Lot 5.

13. Walkway

Specifics related to the plan must be inserted.

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 without the Owner or builder having obtained the prior written permission of the respective utility company and the Director.

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.

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.

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

Lot # / Block on Draft Plan 16T-08503	Address
1	23 Lakeview Crescent
2	35 Lakeview Crescent
3	43 Lakeview Crescent
4	49 Lakeview Crescent
5	5 Jeff Beukeboom Court
6	53 Lakeview Crescent
7	59 Lakeview Crescent
8	63 Lakeview Crescent
9	67 Lakeview Crescent
10	73 Lakeview Crescent
11	79 Lakeview Crescent
12	85 Lakeview Crescent
13	89 Lakeview Crescent
14	102 Lakeview Crescent
15	94 Lakeview Crescent
16	90 Lakeview Crescent
17	80 Lakeview Crescent

Lot # / Block on Draft Plan 16T-08503	Address
18	62 Lakeview Crescent
19	58 Lakeview Crescent
20	52 Lakeview Crescent
21	24 Lakeview Crescent
Block 22	49 Lakeview Crescent
Block 23	49 Lakeview Crescent
Stormwater Management Facility Block 24	9 Jeff Beukeboom Court

22. Requirement for Blasting
Not applicable.

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.

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.

SCHEDULE "D"
SUMMARY OF ESTIMATED COSTS
Insert signed and stamped Cost Estimate spreadsheet

Commented [RP7]: CKL requires a Cost Estimate for the entire development, to be inserted and to determine Securities and the remaining DAAP fee owing.

Project/Development Name:				Date:					
Schedule 'D' Reduction Request									
Subdivision Agreement									
		Unit	Price (\$)	Quantity	Total Cost (\$)	Percent Complete (Reduce in increments of 50% or 10% only)	Reduction (\$) (retain min. 10%)	Total Security Required	Comments
1	Site Preparation, Removals and Erosion Control								
	Mulch/Grass	LS	\$1,000.00	1.00	\$1,000.00		\$100.00	\$100.00	
	Light Duty Silt Fence (210' x 10')	LF	\$2.35	4000	\$8,400.00		\$8,400.00	\$8,400.00	
	Cleaning and Grubbing - Stump and Silt Removal	LS	\$10,000.00	1	\$10,000.00		\$10,000.00	\$10,000.00	
	Gravel Base Check Dams (210' x 10')	LS	\$800.00	1.00	\$800.00		\$200.00	\$800.00	
	Earth Erosion, Grading and Drilling	LS	\$10,000.00	1.00	\$10,000.00		\$2,000.00	\$10,000.00	
	Removal of Existing	LS	\$10,000.00	1.00	\$10,000.00		\$2,000.00	\$10,000.00	
	Topsoil Silt	LS	\$2,500.00	1.00	\$2,500.00		\$250.00	\$2,500.00	
	Mud Mat Entrance	LS	\$2,500.00	1.00	\$2,500.00		\$250.00	\$2,500.00	
	Rip Rap and Filter Cloth	LS	\$7,000.00	1.00	\$7,000.00		\$700.00	\$7,000.00	
	Subtotal: Site Preparation, Removals and Erosion Control				\$46,600.00		\$17,000.00	\$46,600.00	
2	Road								
	Road Curbs	LS	\$110,000.00	1	\$110,000.00		\$110,000.00	\$110,000.00	
	Gravel B. 30mm Depth	YDS	\$12.75	3700	\$46,875.00		\$46,875.00	\$46,875.00	
	Gravel A. 30mm Depth	YDS	\$15.85	1450	\$22,982.50		\$22,982.50	\$22,982.50	
	18" Asphalt Binder Course 30mm Depth	YDS	\$63.51	918	\$57,655.38		\$57,655.38	\$57,655.38	
	18" Asphalt Surface Course 30mm Depth	YDS	\$80.47	726	\$60,415.45		\$60,415.45	\$60,415.45	CDL requires 50% unit reduction
	Typical Lake Road Widening - Taper	LS	\$25,000.00	1	\$25,000.00		\$25,000.00	\$25,000.00	
	Subtotal: Road				\$261,408.33		\$261,408.33	\$261,408.33	
3	Storm								
	Stormwater Management Ponds - Block 23 and Block 24	LS	\$43,547.00	1	\$43,547.00		\$43,547.00	\$43,547.00	
	3' x 6' x 12' High Black Vinyl Chain Link Fencing - Block 24	LS	\$10.00	100	\$1,000.00		\$1,000.00	\$1,000.00	
	4' x 6' Wide Maintenance Access - Block 24	LS	\$20.00	340	\$6,800.00		\$6,800.00	\$6,800.00	
	Subtotal: Storm				\$51,347.00		\$51,347.00	\$51,347.00	
4	Miscellaneous								
	Farm Fencing	LS	\$12,700.00	1	\$12,700.00		\$12,700.00	\$12,700.00	
	Subtotal: Miscellaneous				\$12,700.00		\$12,700.00	\$12,700.00	
	Subtotal (Items 1-4)				\$483,763.33		\$483,763.33	\$483,763.33	
5	Engineering and Contingency								
	5% Contingency				\$24,188.17		\$24,188.17	\$24,188.17	
	7% Engineering				\$33,763.43		\$33,763.43	\$33,763.43	
	Subtotal				\$57,951.60		\$57,951.60	\$57,951.60	
	H.S.T. - 13%				\$75,337.08		\$75,337.08	\$75,337.08	
	Total Construction Costs				\$616,872.03		\$616,872.03	\$616,872.03	
	DDAP Fee 3.7% of Subtotal - Fee H.S.T.				\$22,821.45		\$22,821.45	\$22,821.45	
	Security								
	Security Inclusive of H.S.T.								
	Total of Security				\$274,328.82		\$274,328.82	\$274,328.82	

I certify these engineering costs to be the current estimated cost for the works proposed within the approved engineering drawings.

Name of Engineer: WATNE HANCOCK, P.E.
 Title: PRESIDENT HANCOCK & ASSOCIATES, INC.
 Date: Oct 25 / 2019

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 \$18,805.45. The initial payment of \$11,025.00 which was comprised of 75% of the fee based on the estimated construction value was submitted on August 16, 2013. Therefore, the remainder fee owed is \$7,780.45.

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.

SCHEDULE "F"

CONDITIONS OF DRAFT PLAN APPROVAL

The Ontario Municipal Board granted draft plan approval in its Decision dated April 19, 2013 and the Corporation of the City of Kawartha Lakes finalized draft plan approval on May 10, 2013 and such approval was subject to the following conditions:

DRAFT CONDITIONS:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES CONDITIONS AND AMENDMENTS APPLYING TO THE APPROVAL OF THE FINAL PLAN FOR REGISTRATION OF THIS SUBDIVISION, FILE NUMBER 16T-08503 ARE AS FOLLOWS:

NO.	CONDITIONS	CLEARANCE
1.	That this approval applies to a draft plan of subdivision on Part of Lots 21 & 22, Concession 13, geographic Township of Emily, City of Kawartha Lakes, prepared by M.J. Davenport & Associates Limited and dated August 16, 2010. The plan shows a total of 21 lots for single detached dwellings, Block 22 for a vacant land block, Block 23 for a private open space block, Block 24 for a stormwater management pond with a drainage easement to Pigeon Lake, Blocks 25 and 26 for public open space, and a street being the extension of Lakeview Crescent. The draft plan of subdivision has been redlined to include 0.3 metre reserves where lots and Block 22 has frontage on two public streets and to prohibit access to "EP" zoned lands owned as part of lots.	City – PD
2.	That all conditions shall be met and final approval shall be given or this draft plan approval shall lapse after three years and 21 days from: <ul style="list-style-type: none"> (a) the date the notice of decision is sent out with respect to the draft approval, or (b) the date of the order issued by the Municipal Board pursuant to Section 51(32) of the Planning Act, RSO 1990. 	City – PD
3.	That the Owner agrees in writing to satisfy all the requirements, financial or otherwise, of the City, and that this shall include the execution of a Subdivision Agreement concerning the design, provision and installment of roads, services, 0.3 metre reserves, road signs and drainage.	City – PD & ENG
4.	That the street shall be named in accordance with the procedures as set by the City and that dedication of same as public highways shall be shown on and occur upon the registration of the final plan.	City – PD & ENG
5.	That the Owner transfer Blocks 24 to 26 inclusive to the City free and	City – PD &

- clear of any encumbrances. ENG
6. That the appropriate Blocks for 0.3 m. reserves are to be dedicated to the City free and clear of any encumbrances. City – PD & ENG
 7. That those easements as may be required for utility or drainage purposes shall be granted to the appropriate authority. City – ENG
 8. That the Owner agrees to construct, entirely at their expense, the subdivision roadway, a right-hand turning lane from Pigeon Lake Road onto King's Wharf Road, any necessary safety upgrades to King's Wharf Road between Pigeon Lake Road and the westerly entrance into the proposed development, a stormwater management pond, and other services within and adjacent to the proposed subdivision to the satisfaction of the City. All roadways and necessary external road upgrades shall be constructed in accordance with applicable City of Kawartha Lakes and Ministry of Transportation design standards. City – ENG
 9. That civic addressing be assigned to each lot to the satisfaction of the City Development Services Department – Planning Division, and that the assignment of civic addresses be included in the Subdivision Agreement between the Owner and the City, either in chart form within the body of the agreement or as a Schedule to the Agreement. City – PD & ENG
 10. That prior to Final Approval of the Plan, it be confirmed that the proposed residential lots conform to the Zoning By-Law in effect under Section 34 of the Planning Act, R.S.O. 1990. City – PD
 11. That the lot areas and frontages appearing on the plan shall not violate the requirements of the Zoning By-Laws of the municipality in effect at the time such plan is presented for approval. City – PD
 12. That the Owner agrees to provide warning clause in the subdivision agreement and in offers of purchase and sale advising purchasers of all conditions that must be implemented and/or adhered to by the purchaser. City – PD
 13. That the Owner agrees to provide a warning clause in the subdivision agreement and in offers of purchase and sale that on Lots 9, 10, 11, and 12 all single detached buildings or expansions to existing dwellings, including enclosed decks, porches, verandahs, and pools shall not be located within an arc of 188.0 metres from an agricultural building housing livestock located at 2217 Pigeon Lake Road. Other accessory structures are exempt from this provision. City – PD
 14. That the Owner agrees to provide a warning clause in the subdivision agreement and in offers of purchase and sale that storm ponding may occur in the municipal ditches. City – PD
 15. That the Owner agrees to provide a warning clause in the subdivision agreement and in offers of purchase and sale that the private park, boat launch, and docking facilities owned and operated by the Lakeview Cottagers Association and the private lagoon along Lakeview Crescent cannot be used by purchasers of this development. City – PD

16. That the Owner agrees to provide a warning clause in the subdivision agreement and in offers of purchase and sale that the removal of trees within all lands zoned "EP" is prohibited. City – PD
17. That the Owner provides a warning clause in the subdivision agreement and in offers of purchase and sale that Lots 9 to 14 inclusive will only be permitted to have access from the internal subdivision road. City – PD
18. That the Owner agrees to remove all existing agricultural buildings prior to registration of the subdivision agreement. The Owner agrees to remove the direct access to Pigeon Lake Road for Lot 10 once the internal road is constructed. The City will permit temporary crossing over the 0.3 metres reserve until such time as the new internal road is constructed. The Owner will obtain a permit for construction of the new entrance to Lot 10. City – PD
19. That the Owner provide an overall Master Lot Grading Plan for the draft plan of subdivision prior to final approval of the detail design stage along with individual lot grading plans that comply with the overall plan submitted with building permit applications. Sediment and erosion control plans will be required for review prior to any grading proceeding. City – ENG
20. That the Owner shall agree to prepare a construction management plan to deal with approved construction traffic routing, temporary construction traffic signage, sedimentation control, measures to minimize construction mud on the roads, road cleaning, and hours of operation for construction activity. All construction traffic related to the construction of subdivision infrastructure shall only access the property through a temporary entrance from Pigeon Lake Road at 2218 Pigeon Lake Road. The Owner agrees to obtain an entrance permit for a temporary entrance at this location to the City's satisfaction. The Owner agrees to have all traffic associated with construction of the dwellings being routed through the western portion of the public road connecting with King's Wharf Road. Commercial construction on the site will be permitted to operate between the hours of 7 am to 6 pm on Monday to Friday and from 8 am to 12 pm on Saturday. Construction activity will not be permitted on Sunday or statutory holidays. City – PD & ENG
21. That the Owner shall provide an overall Traffic Lane Marking and Signage Plan for all internal and external roadways to the City's satisfaction. The installation of pavement markings, signage and modifications to existing pavement markings and signage shall be at the owner's expense and responsibility. City – ENG
22. That the Owner shall provide a comprehensive streetscaping plan showing all above-ground utilities, street furniture, street tree planting, boulevard landscaping. City – ENG
23. That the Owner co-ordinate the preparation of an overall utility distribution plan to the satisfaction of all affected authorities. City – ENG
24. That the Owner agrees to provide any drainage easements as deemed necessary by the City to facilitate stormwater drainage. City – ENG & KRCA

25. That the Owner implement all conclusions and development recommendations contained in the report titled Stormwater Quantity and Quality Report prepared by M.J. Davenport & Associates Limited dated September 2008 and as finally approved. City – ENG, KRCA & TSW
26. That the Owner implement all conclusions and development recommendations contained in the report titled Floodplain Management Report prepared by M.J. Davenport & Associates Limited dated March 2010 and as finally approved in the subdivision agreement. City – ENG, KRCA & TSW
27. That the Owner implement all conclusions and development recommendations contained in the report titled Existing Floodplain Report prepared by M.J. Davenport & Associates Limited dated April 2010 and as finally approved in the subdivision agreement. City – ENG, KRCA & TSW
28. That the Owner implement all conclusions and development recommendations contained in the report titled Review of Phosphorus Loading prepared by Niblett Environmental Associates Inc. dated March 14 2011 and as peer reviewed by Oak Ridge Environmental letter dated April 5, 2011 in the subdivision agreement. City – PD, ENG, KRCA & TSW
29. That the Owner implement all conclusions and development recommendations contained in the report titled Environmental Impact Assessment prepared by Niblett Environmental Associates Inc. dated September 2008 and as updated by letter on June 30, 2010, on August 29, 2010, and on July 19, 2011, and as peer reviewed by Oak Ridge Environmental letter dated April 7, 2011 and on August 26, 2011 in the subdivision agreement. City – PD, ENG, KRCA & TSW
30. That the Owner implement all conclusions and development recommendations contained in the report titled Hydrogeological Assessment Report prepared by Geo-Logic Inc. dated July 2008 and as updated by supplemental reports dated May 11, 2009 and August 26, 2009 and as finally approved by the City's peer review consultant Jagger Hims Limited on October 5, 2009. The Owner shall also implement the recommendations contained in a letter dated June 14, 2010 and in a supplementary report dated January 11, 2012, both prepared by Geo-Logic Inc., and as peer reviewed on February 27, 2012 in the subdivision agreement. City – PD & ENG
31. That the Owner provide a hydrogeological analysis for each lot prior to the issuance of a Building Permit to confirm the suitability for construction of a basement as part of the single detached dwelling. City – ENG
32. That the Owner agrees to install a monitoring well with a data logging device on Lot 14 prior to development in accordance with a letter prepared by Geo-Logic Inc. dated June 14, 2010. The applicant will provide information on the baseline groundwater levels to the City and updates as development progresses on a monthly basis for review. The City reserves the right to withhold removal of the Holding (H) symbol if significant impacts are identified. The Owner further agrees to postpone the sale of Lot 14 until Lots 6 to 21, exclusive of Lot 14, have been developed. City – PD & ENG

33. That the Owner agrees to erect a 1.2 metre high agricultural fence to separate the residential lots, common passive recreational area, and stormwater management lands from the environmentally protected lands on Lots 1 to 9, 11, 12, 16, 17, and 21 as well as Blocks 23 and 24. The Owner further agrees that the environmentally protected portions of these Lots are environmental buffers to be kept in a natural state and shall not be used for the construction of buildings or structures or used for storage or dumping of waste materials. City – PD
34. That development does not occur within the floodplain of the watercourses as illustrated on Dwg. No. 3369-HEC of the Pigeon Lake Estates Subdivision – Existing Floodplain Report prepared by M.J. Davenport & Associates Ltd., revised April 2010 or the floodplain of Pigeon Lake (i.e. below the 100 year Regional flood elevation for Pigeon Lake of 246.9 mASL); City – ENG & KRCA
35. That the Owner agrees not to extend lots into the floodplain of the watercourses and agrees to prohibit development within the floodplain of the watercourses as illustrated on Dwg. No. 3369-HEC of the Pigeon Lake Estates Subdivision – Existing Floodplain Report prepared by M.J. Davenport & Associates Ltd., revised April 2010 or the floodplain of Pigeon Lake (i.e. below the 100 year Regional flood elevation for Pigeon Lake of 246.9 mASL). City – ENG & KRCA
36. That prior to final approval and any grading occurring on the site, the Owner shall prepare a sediment and erosion control plan for the site, both during and subsequent to the construction activities, be prepared to the satisfaction of the City and Kawartha Region Conservation Authority. City – ENG, KRCA & TSW
37. That the Owner agrees in the subdivision agreement to maintain all erosion and siltation control devices in good repair during the construction period and until disturbed soil surfaces have become stabilized and/or revegetated in a manner satisfactory to the Kawartha Region Conservation Authority and the City. City – ENG, KRCA & TSW
38. That, prior to final approval and registration of the subdivision the following detailed design items pertaining to stormwater management be addressed in a revised stormwater management report to the satisfaction of the City, Kawartha Region Conservation Authority, and Trent-Severn Waterway: City – ENG, KRCA & TSW
- The pre-development drainage area plan should show the full extent of the off-site drainage boundaries.
 - The post-development drainage area drawing should delineate and label the area of the sub-catchments within the proposed subdivision.
 - The consultant used only one storm distribution in the analysis. Other storm durations and distributions should be modeled to determine which results in the most conservative design.
 - The consultant should provide the pre- and post-development digital model files with the next submission. Furthermore, a summary printout of the pre-and post-development should be included in the appendices. Since they were not included, KRCA

cannot confirm that the post-development flow of 1.47 m³/s is sufficient for culvert sizing.

39. That the Owner submit a formal butternut tree removal and planting plan for approval by the Ministry of Natural Resources prior to final approval of the subdivision agreement. City – MNR
40. That the Owner prepare a tree preservation and planting plan to ensure that significant trees are preserved and that native tree species are planted. City - PD & CS
41. That the Owner provide a cash payment in-lieu of a dedication of parkland, equal to 5% of the appraised value of the land subject to this plan of subdivision, as determined by an experienced and qualified land appraiser with an AACI designation as of the day before the day draft approval was given. 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. City - CS
42. That the Owner transfer ownership of Block 23 as a common passive recreational area equally to all lots within the draft plan of subdivision. The Owner agrees to create an operational charter for Block 23 outlining activities that can occur on the site as well as approvals needed for the installation of docking. The Owner shall obtain all necessary approvals and permits to construct the docking prior to final approval of the subdivision agreement. City – PD
43. That the Owner and/or subsequent Owners shall follow the recommendations contained in the Environmental Impact Assessment prepared by Niblett Environmental Associates Inc. dated September 2008 and as updated by letter on June 30, 2010 and on August 29, 2010 and obtain approvals from the Trent-Severn Waterway for any shoreline and/or in-water works for to accommodate a communal docking facility associated with Block 23. A warning clause shall be placed in offers of purchase and sale and the subdivision agreement that no individual docks will be permitted in association with development located on Lots 1 to 5 inclusive and the waterfront. City – TSW
44. That the Owner shall provide to the HKRPD Health Unit the locations of sewage system envelopes with a minimum area of 1,000 sq.m. The Owner shall also provide information to homeowners on septic and lawn maintenance. City HKRPD Health Unit
45. That the Owner is aware that they will have to enter into a Subdivision Servicing Agreement for Electrical Servicing with Hydro One. This Servicing Agreement will specify all the terms, conditions, and financial obligations to facilitate the extension of electrical servicing to these lands. Hydro One 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 development but necessary to ensure the integrity of the Company's Power distribution grid. City – Hydro One

46. That the Owner is hereby advised that prior to commencing any work within the Plan, the developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the developer is hereby advised that the developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e. 911 emergency services). City – Bell Canada
47. That the Owner shall agree in the subdivision agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the events of any conflict with existing Bell Canada facilities or easements, the owner/developer shall be responsible for the relocation of such facilities or easements. City – Bell Canada
48. That the Owner will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The Owner will then indicate these locations on the appropriate servicing plans. City – Canada Post
49. That the Owner agrees, prior to offering any Blocks, Lots, dwellings, commercial units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post. City – Canada Post
50. That the Owner agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The Owner also agrees to note the locations of all Community Mail Boxes within the development /subdivision, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box. City – Canada Post
51. That the Owner will provide a suitable and safe temporary site for a Community Mail Box until final grading is completed at the permanent Community Mail Box location(s). Canada Post will provide mail delivery to new residents as soon as the dwellings / units are occupied. City – Canada Post
52. That the Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans: City – Canada Post
- a) any culvert and granular access subject to municipal requirements;
 - b) any required walkway across the boulevard, per municipal standards; and

- c) any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications).
53. That the Owner is responsible for: City – ENG
- a) all legal fees incurred in the registration of the subdivision agreement; and,
 - b) providing confirmation to the City that all of the tax accounts for the subject lands are in good standing.
54. That prior to the signing of the final plan by the City, the Planning Division shall prepare a memorandum to the Director detailing how each condition has been satisfied. City - PD
55. That prior to the signing of the final plan by the City, the Development Services Department – Planning Division shall be satisfied that Conditions 1 to 6 inclusive, 9 to 18 inclusive, 20, 28 to 30 inclusive, 32, 33, 40, 42, and 54 have been carried out. City - PD
56. That prior to the signing of the final plan by the City, the Planning Division shall be advised by the Development Services Department – Engineering Division that Conditions 3 to 9 inclusive, 19 to 32 inclusive, 34 to 38 inclusive, and 53 have been carried out. City – ENG
57. That prior to the signing of the final plan by the City, the Development Services Department shall be advised by the Community Services Department that Conditions 40 and 41 has been carried out to their satisfaction. City - CS
58. That prior to signing of the final plan by the City, the Development Services Department shall be advised by KRCA that Conditions 24 to 29 inclusive and 34 to 38 inclusive have been carried out to their satisfaction. KRCA
59. That prior to signing of the final plan by the City, the Development Services Department shall be advised by Trent-Severn Waterway that Conditions 25 to 29 inclusive, 36 to 38 inclusive, and 40 have been carried out to their satisfaction. TSW
60. That prior to signing of the final plan by the City, the Development Services Department shall be advised by Ministry of Natural Resources that Condition 39 has been carried out to their satisfaction. MNR
61. That prior to signing of the final plan by the City, the Development Services Department shall be advised by HKRPD Health Unit that Condition 44 has been carried out to their satisfaction. HKRPD Health Unit
62. That prior to the signing of the final plan by the City, the Development Services Department shall be advised by Hydro One that Condition 45 has been carried out to their satisfaction. Hydro One
63. That prior to signing of the final plan by the City, the Development Services Department shall be advised by Bell Canada that Conditions 46 and 47 have been carried out to their satisfaction. Bell Canada

64. That prior to signing of the final plan by the City, the Development Canada Post Services Department shall be advised by Canada Post that Conditions 48 to 52 inclusive have been carried out to their satisfaction.

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 24 of Plan 57M-_____ shall be used for stormwater management. In particular, Block 24 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 occupancy 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 – Open Space**

Specifics to the plan are to be inserted.

The Purchaser/Grantee acknowledges that he or she is aware that the Land within Block 25 and 26 of Plan 57M-_____ is an environmental buffer and floodplain owned by the City and regulated by Kawartha Conservation.as. 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 Catchbasins and Swales**

The Owners of any Lot or Block which has a drainage swale or swales, a catchbasin, 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 catchbasins and/or associated storm sewer connections will exist on their Lot and will accept drainage from swales on adjacent Lots.

h) **Notice – Fencing**

The Purchaser/Grantee acknowledges that he or she is aware that on Lots along the rear lot lines of Lots 1 to 9, inclusive, an agricultural fence is erected, and agrees that they are responsible for the maintenance/replacement of this fence. The Purchaser/Grantee acknowledges that he or she is aware that on Lots 11, 12, 16, 17 and 21 an agricultural fence is erected between the said lots and the public open space which abuts said lots (being block 26 and block 27). Specifically, a 1.2 metre high page wire fencing shall be installed along the rear yards of Lots 1 to 8 inclusive, the north side yard property line of Lot 1, the south west portion of the rear yard of Lot 9, the north side yard property line of Lots 11, 17, 21, the south side yard property line of Lots 12, 16, the south and east property line of Block 24. Black vinyl chain link fence, 1.2 metre high, shall be installed along the south side yard property line of Lot 5.

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 Engineering 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.

The Purchaser/Grantee of Lots 6 to 8 inclusive acknowledges that they are aware that the 1.2 metre page wire fence delineates the limits of the creek buffer and no construction activities such as site grading, tree removal or storage or dumping or stockpiling of materials.

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 adjacent to the western property line of Block 22, in accordance with the Composite Utility Plan.]

Commented [J68]: Is this still the case?

- 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 – Not Applicable**
- o) **Warning – Acoustic Barriers – Not Applicable**
- p) **Warning – Hydrogeological Report – Not Applicable**
- q) **Warning – Streetlights**
The Purchaser/Grantee of any Lot or Block is advised that there are no municipal streetlights located within the subdivision.
- 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 will be wholly responsible for the reinstating the approved driveway width if any changes are made and not approved in advance by the City of Kawartha Lakes.
- s) **Warning - Agricultural Setback**
The Purchaser/Grantee of Lots 9, 10, 11 and 12 are advised and acknowledge that any single detached buildings or expansions to existing dwellings, including enclosed decks, porches, verandas, and pools shall not be located within an arc of 188.0 metres from an agricultural building housing livestock located at 2217 Pigeon Lake Road (other accessory structures are exempt from this provision).
- t) **Warning - Municipal Ditches**
The Purchaser/Grantee of any lot is advised and acknowledges that storm ponding may occur in the municipal ditches.
- u) **Lakeview Crescent Cottagers Association Private Lagoon**
The Purchaser/Grantee of any lot is advised and acknowledge that the private park, boat launch, and docking facilities owned and operated by the Lakeview Cottagers Association and the private lagoon along Lakeview Crescent cannot be used by non-members of the Lakeview Cottagers Association.

- v) **Removal of Vegetation in EP Zone Prohibited**
The Purchaser/Grantee of any Lot is advised and acknowledges that the removal of vegetation within all lands zoned Environmental Protection (EP) is prohibited.
- w) **Access by Internal Roads Only**
The Purchasers/Grantees of lots 9 to 14 are specifically advised and acknowledge that access to their lot will only be permitted from the internal subdivision road and will not be permitted from any other abutting municipal road.
- x) **No Individual Docks**
The Purchasers/Grantees of Lots 1 to 5 are specifically advised and acknowledge that no individual docks will be permitted in association with development located on Lots 1 to 5 inclusive and the waterfront.
- y) **Block 22 Common Element Condominium / Facility**
The Purchasers/Grantees of Lots 1 to 21 inclusive is advised that Block 22 and 23 form the common elements of a common element condominium and will be governed by a Condominium Corporation and the Condominium Act, 1998, S.O. 1998, c. 19. Block 22 is a common element passive recreational area. The common element condominium Declaration shall provide that Lots 1 through 21 (inclusive), on Plan 57M-____shall be attached to Block 22 as a Parcel of Tied Land and the owners of each Lot shall contribute equally to the contributions to the common expenses of the condominium.
- y) **Block 23 Common Element Condominium and Communal Docking Facility**
The Purchasers/Grantees of Lots 1 to 21 inclusive is advised that Block 23 is passive recreational area with communal docking facilities. The common element condominium Declaration shall provide that Lots 1 through 21 (inclusive), on Plan 57M-____shall be attached to Block 23 as a Parcel of Tied Land and the owners of each Lot shall contribute equally to the contributions to the common expenses of the condominium.

SCHEDULE "H"

COMPOSITE UTILITY PLAN

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

Commented [RP9]: To be completed by Engineer.

SCHEDULE "I"

LETTER OF UNDERTAKING BETWEEN OWNER AND ENGINEER

UNDERTAKING

To: Lakeview Estates Cottage Owners' Association Inc.

From: 2594441 Ontario Inc.

Date: September 11, 2019

RE: King's Wharf Development; Location of Culvert

WHEREAS Lakeview Estate Cottage Owners' Association Inc. (the "Association") is the registered owner of the property legally described as Part 37 Plan R.D. 49 in the City of Kawartha Lakes in the Geographic Township of Emily (being all of P.I.N. 63250-0119 (L.T)) on which a lagoon is located that is enjoyed by the various members of the Association (the "Association Property");

AND WHEREAS the members of the Association access the Association Property by travelling over the property legally described as Part 153 Plan R.D. 49, being municipally owned property ("Part 153") on which the municipal road Lakeview Crescent is located.

AND WHEREAS 2594441 Ontario Inc. is developing a subdivision on the property adjacent to the Association Property.

AND WHEREAS 2594441 Ontario Inc., as a condition of the draft plan approval of the aforementioned subdivision, redeveloped a culvert located beneath the road surface of Lakeview Crescent and in so doing changed the number of culverts from one to two and repositioned them so that water flowing through the culvert now dispenses water into the Association Property approximately 3 meters south of the original location of the mouth of the original culvert.

AND WHEREAS as part of the redevelopment of the culvert, a certain amount of the adjacent municipal property had to be excavated and lined with rip rap.

AND WHEREAS the Association has expressed some concerns that the repositioning of the culvert and excavation of part of Part 153 has reduced access to the Association Property and may negatively impact the lagoon.

AND WHEREAS the principals of 2594441 Ontario Inc. wishing to establish and maintain good neighborly relations with the Association and its members have agreed to use their best efforts to reposition the two culverts so that will be located generally the same location as the original culvert; to fill in the excavated portion of Part 153 to re-establish, as much as possible, the original width of the access to the Association Property from Lakeview Crescent; and to dredge the lagoon located on the Association Property.

NOW THEREFORE, 2594441 Ontario Inc. hereby undertakes to use its best efforts to achieve the following as soon as reasonably possible:

1. To re-locate the two culverts located beneath Lakeview Crescent to the location indicated as Location "A" on the plan attached as Schedule "A";
2. To fill with appropriate material that excavated portion of Part 153 as indicated as Location "B" on the plan attached as Schedule "A" so that the excavated parcel so filled will be generally level

with the rest of Part 153 and that part of the Association Property which is located to the south of the Lagoon.

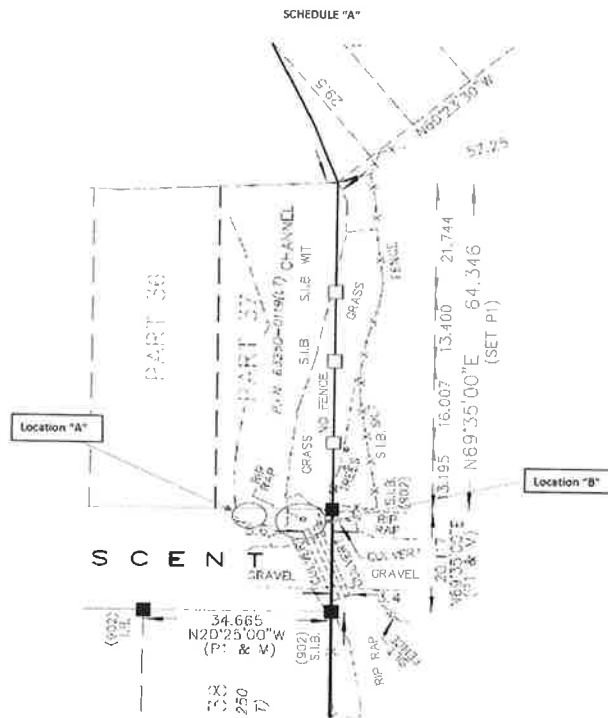
3. To extend a third culvert currently terminating at the south end of the excavated part of Part 153 so that it will terminate to the north of Location "B".
4. A one-time dredging of the lagoon located on the Association Property on the plan and, if necessary, assist the Association with the procurement of the necessary permits from the Trent Severn Waterway, or any other applicable governmental authority.
5. The above undertakings are subject to the approval of the applicable governing authorities. In addition to the undertakings listed in paragraphs 1 to 4, 2594441 Ontario Inc. will use its best efforts to obtain the necessary governmental approval for each undertaking.

Dated this 11th Day of September 2019 in the City of Kawartha Lakes

Paul Charron

Paul Charron, President

I have authority to bind the Corporation



SCHEDULE "J"

ENVIRONMENTAL BUFFER PLAN

Drawing No. 3369-DP (Draft Plan), Pigeon Lake Estates Subdivision, prepared by
M.J Davenport & Associates Ltd., Revision No. 5, dated July 11, 2011.

Commented [KS10]: Again, I believe this is the most recent
version of this document on-file