

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

## **Amended Agenda**

### **Planning Advisory Committee Meeting**

**PC2019-12**

**Wednesday, December 4, 2019**

**9:30 A.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**

1. **Call to Order and Adoption of Agenda**
2. **Declarations of Pecuniary Interest**
3. **Public Meeting**
4. **Business Arising from Public Meeting**
5. **Deputations**

**5.1      *PC2019-12.5.1***

Bryce Jordan, GHD (on behalf of 2573532 Ontario Inc.)  
Relating to Report PLAN2019-067, Item 7.1 on the Agenda

**5.2      *PC2019-12.5.2***

Michael Fry, D.G. Biddle and Associates Ltd.  
Relating to Report PLAN2019-072, Item 7.2 on the Agenda

**6.        **Correspondence****

**7.        **City of Kawartha Lakes Reports****

**7.1      **PLAN2019-067****

**4 - 44**

Sherry L. Rea, Development Planning Supervisor  
Applications to amend the Town of Lindsay Official Plan and Zoning By-law 2000-75 together with a Draft Plan of Common Element Condominium and a Draft Plan of Subdivision on lands identified as Lindsay Street North, Lindsay - 2573532 Ontario Inc.

**7.2      **PLAN2019-072****

**45 - 86**

Ian Walker, Planning Officer - Large Developments  
Applications to amend the Town of Lindsay Official Plan and Zoning By-law 2007-75 together with a Draft Plan of Subdivision on the property identified as Vacant Land on Colborne Street West, Lindsay - Lindsay 2017 Developments Inc.

Sherry L. Rea, Development Planning Supervisor  
Christina Sisson, Supervisor of Development Engineering  
Request by 405 St. David Street Investments Inc. to enter into a  
Subdivision Agreement for Plan of Subdivision, on lands described as  
Part of Lot 24, Concession 6, geographic Township of Ops, former Town  
of Lindsay

**8. Adjournment**

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

## **Planning Advisory Committee Report**

**Report Number PLAN2019-067**

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**Meeting Date:** December 4, 2019

**Regular Meeting**

**Title:** Proposed residential development for 155 townhouses on Lindsay Street North, Lindsay

**Description:** Applications to amend the Town of Lindsay Official Plan and Zoning By-law together with a Draft Plan of Common Element Condominium (16CD-19501) and a Draft Plan of Subdivision (16T-19501) to permit residential development for 155 townhouse units and common element areas for internal road network, services and utilities, visitor parking, open space, amenity areas and easements (2573532 Ontario Inc.)

**Ward Number:** 5

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

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**Recommendations:**

**That** Report PLAN2019-067, **Part of Lot 24, Concession 5, geographic Township of Ops and Part of Lot 3 and Block X, Plan 1, former Town of Lindsay, Applications D01-2019-001, D04-2019-001, D05-2019-001 and D06-2019-007** be received;

**That** a By-law to implement the proposed Official Plan Amendment, substantially in the form attached as Appendix C to Report Plan 2019-067, be referred to Council for approval and adoption;

**That** the Zoning By-law Amendment, D06-2019-007, be referred back to staff for further review;

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

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

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

**That** the Draft Plan of Subdivision (16T-19501), D05-2019-001, as shown on Appendix D and the conditions substantially in the form attached as Appendix E to Report Plan 2019-067, be referred to Council for approval and adoption;

**That** the Draft Plan of Common Element Condominium (16CD-19501), D04-2019-001, as shown on Appendix F and the conditions substantially in the form attached as Appendix G to Report Plan 2019-067, be referred to Council for approval and adoption;

**That** Council having considered the changes to the revised Draft Plan of Subdivision and Draft Plan of Common Element Condominium deems no further public notice to be necessary; and

**That** the Mayor and Clerk be authorized to execute any documents required by the approval of these applications.

### **Background:**

The applicant has submitted applications for an official plan amendment and zoning by-law amendment together with a draft plan of common element condominium and a draft plan of subdivision. Following the public meeting, the applicant submitted a revised draft plan of subdivision and draft plan of common element condominium to address issues raised through the public process and agency circulation. The revised proposal is to permit a residential plan of subdivision consisting of two blocks for townhouse units with one block containing 55 residential units and a second block containing 100 residential units for a total of 155 residential units, being 3 additional lots than under the original proposal. The proposed townhouses that back onto the residential lots fronting Cottingham Crescent will be conventional bungalow townhouses while the townhouses backing onto the Victoria County Rail Trail (VCRT) will be conventional 2 storey townhouses. Landscaping and fencing is proposed along the eastern limit of the VCRT, in addition to the width of the trail to assist with the transition from the single detached dwellings fronting William Street North and the proposed townhouse development.

The original third block for buffer lands from Distillery Creek at the north end of the property has been removed and will be part of the plan of common element condominium and held and maintained by the condominium corporation. The revised plan of common element condominium will include internal road network, services and utilities, visitor parking spaces, open space, amenity areas and easements. The proposed development will be accessed from Lindsay Street North and from an extension of Alcorn Drive, and will be developed on full municipal services. The area of the applications is 5.71 ha.

The statutory public meeting was held by the Planning Advisory Committee on June 5, 2019 and the following resolution was passed:

4.1 Item 3.1

**PAC2019-034**

**Moved By** Mayor Letham

**Seconded By** Councillor Seymour-Fagan

**That Report PLAN2019-032, Part of Lot 24, Concession 5, geographic Township of Ops and Part of Lot 3 and Block X, Plan 1, former Town of Lindsay, Applications D01-2019-001, D04-2019-001, D05-2019-001 and D06-2019-007** be received; and

**That** Report PLAN 2019-032 respecting Applications D01-2019-001, D04-2019-001, D05-2019-001 and D06-2019-007 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.

**Carried**

This report addresses that direction.

Owner:	2573532 Ontario Inc. c/o Andrew Salomon
Applicant:	Bryce Jordan on behalf of GHD
Legal Description:	Part of Lot 24, Concession 5, geographic Township of Ops and Part of Lot 3 and Block X, Plan 1, former Town of Lindsay, now City of Kawartha Lakes
Designation:	Residential and Future Residential on Schedule 'A' of the Town of Lindsay Official Plan
Zone:	Residential One (R1) Zone, Residential Two (R2) Zone and Future Residential (FR) Zone on Schedule A of the Town of Lindsay Zoning By-law Number 2000-75
Lot Area:	5.7 ha. (14.1 ac.)
Site Servicing:	Full urban services are proposed including municipal water, sanitary sewer, stormwater management ponds, streetlights, sidewalks and curbs.
Existing Uses:	Vacant Land
Adjacent Uses:	North: Vacant land (Zoned Future Residential) East: Closed Lindsay landfill site and small community park (Pioneer Park) South: Residential lots fronting Cottingham Crescent

West: VCRT and residential lots fronting William Street  
North)

## **Rationale:**

The property is located on the west side of Lindsay Street North, in the north east quadrant of Lindsay. The property is bordered by Distillery Creek on the north, VCRT on the west, residential lots fronting Cottingham Crescent on the south and Lindsay Street North on the east. The proposal is for a low profile residential townhouse development with a common element condominium for internal road network, services and utilities, visitor parking spaces, amenity space, open space and easements. See Appendix A and B.

The official plan amendment (OPA) is only required on the northern one-third of the property from the Future Residential designation to the Residential designation to correspond with the proposed zoning by-law amendment. The balance of the property is appropriately designated Residential to accommodate the proposed development.

The companion zoning by-law amendment (ZBA) proposes that the Residential One (R1) Zone, Residential Two (R2) Zone and Future Residential (FR) Zone be changed to the Residential Multiple One Special (RM1-\*\*) Zone and Residential Multiple Two Special (RM2-\*\*) Zone to permit the townhouses fronting either on a public street or a privately owned condominium road and to apply site specific development standards for the development.

The draft plan of subdivision will create two residential blocks for the townhouses and the street, Alcorn Drive will be dedicated on the final plan as a public street. The individual lots or parcels of tied land (POTL's) that contain the townhouse units will be created by lifting part lot control under the Planning Act. The development of the townhouse blocks will be subject to site plan approval. The draft plan of common element condominium (CEC) will create the internal road network, services and utilities, visitor parking spaces, open space and easements which will complete the development. The buffer area adjacent to Distillery Creek will be included as a common element on the draft plan of CEC. See Appendix D and F.

The southern portion of the subject land was draft approved in 1995 for 13 residential lots on an internal cul-de-sac accessed from Lindsay Street North. The current applications do not incorporate the 1995 draft approved lot fabric. There is a draft plan condition that requires the owner to withdraw the application and close the file prior to the City granting final approval of the plans.

## **Provincial Policies:**

Staff reviewed the original Planning Report submitted in support of the applications and accepts the planning rationale contained in the report with respect to the Growth Plan for the Greater Golden Horseshoe (Growth Plan) and the Provincial Policy Statement (PPS). The applications serve to permit

residential development that proposes to complete a residential area and provide connectivity with respect to road and servicing networks. The applicant has submitted the appropriate background information to demonstrate efficient use of servicing along with access to both Lindsay Street North and Alcorn Drive, which will eventually be extended to the west.

### **A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019 (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. As the public meeting was held June 5, 2019 and the legislation was relatively new, the applicant had been requested to assess the proposed development for conformity with the policies of the 2019 Growth Plan. Staff received and reviewed the submission. The official plan amendment and recommended draft plan conditions for both the draft plan of subdivision and draft plan of common element condominium conform with the 2019 Growth Plan.

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

The Provincial Policy Statement (PPS) provides for appropriate development while protecting resources of provincial interest, public health and safety, and the quality of the natural environment. The PPS requires planning authorities to manage and direct land use to achieve efficient and resilient development and land use patterns. Settlement areas are the focus of growth, including redevelopment which utilizes existing or planned infrastructure.

Staff reviewed the Planning Justification Report (PJR) prepared by GHD in support the official plan and zoning by-law amendments and plans of subdivision and draft plan of common element condominium (CEC) and circulated the technical reports to appropriate agencies and City departments. Staff is accepting of creating medium density residential development on this site. This is an opportunity to create housing in the municipality that is an alternative to single detached dwellings. Staff agrees that the proposal promotes efficient development and land use patterns and supports compact urban form. The proposal promotes cost-effective development standards to minimize land consumption, servicing costs to the City and supports an opportunity for intensification. The official plan amendment and recommended draft plan conditions for both the draft plan of subdivision and draft plan of common element condominium are consistent with the PPS.



## **Official Plan Conformity:**

The City of Kawartha Lakes Official Plan was adopted in September 2010 and included the subject property within the Urban Settlement Boundary of Lindsay as recommended by the Growth Management Study (GMS). The Lindsay Secondary Plan was adopted by Council in June 2017 and is currently under appeal to the LPAT. The governing policy document is the Town of Lindsay Official Plan (LOP) and the applicant has requested that the northern one third of the property be designated from Future Residential to Residential to permit the development. The southern two thirds of the subject land are designated Residential. Staff supports the request and confirms that the proposed development maintains the medium density requirement in the LOP of less than 62 dwelling units per gross hectare.

Section 3.1 of the LOP speaks to environmental constraints that influence the ultimate form and structure of Lindsay. The applicant submitted Phase 1 and 2 Environmental Site Assessments along with a Record of Site Condition as per official policy regarding land identified as being adjacent to a Waste Disposal Assessment Area (WDAA) and land identified as being adjacent to Hazard Land on Schedule D – Natural Environmental Considerations Mapping of the LOP. The assessments conclude that there is no concern with contamination of the subject property as it is down gradient with regard to ground water movement. Staff are recommending draft plan conditions that require the owner to follow the recommendations contained in the Phase 1 and 2 of the Environmental Site Assessments and those assurances are obtained through the subdivision agreement. KRCA has reviewed both reports and have provided draft plan conditions to be implemented through the subdivision agreement and for final approval of the draft plan of subdivision and draft plan of common element condominium. See Appendix E.

Pursuant to Section 4.1.2.2 of the LOP, the proposed development maintains the criteria for medium density residential developments such as density, height and character of the development, access to arterial or collector roads, adequate water and sewer servicing and access to parks.

Section 5.2.2 of the LOP contains policies to support sequential and orderly development. This will be accomplished by:

- only granting planning approvals to those lands, which are likely to develop within three (3) years from the time that the original planning application was approved; and
- limiting the total number of units to which planning approvals can be granted at a time to generally not greater than 100 residential units, unless the applicant/owner can justify market support above the 100 unit provision.

Staff acknowledges that the Planning Act limits draft plan approval to three (3) years and recommends a draft plan condition that the first Phase of development be limited to 100 units. See Appendix E.

The issue of the urbanization of Lindsay Street North needed to be addressed. Although access to the development will be via one entrance from Lindsay Street North in the south and Alcorn Drive in the north, the construction of Lindsay Street North to intersect with the extension of Alcorn Drive needed to be confirmed. The draft plan conditions to be implemented through the subdivision agreement requires the owner to design and construct, entirely at his or her expense, the urbanization of the extension of Alcorn Drive across the existing Victoria Rail Trail Corridor and for the urbanization of the west half of Lindsay Street North from the south limit of the subject property to the north limit of Lindsay Street North, including sidewalk, curb, storm sewer, street lights, and streetscaping to the City's satisfaction. See Appendix E.

The issue of connectivity of Lindsay Street North with Alcorn Drive and its extension west through to the east limit of Woods of Jennings Creek – Phase 1 was raised through the public process. Staff have determined that through the draft plan conditions for Woods of Jennings Creek – Phase 2, the City will require the necessary extension to the east to connect with Alcorn Drive which will be constructed through the subject development applications.

The official plan amendment and recommended draft plan conditions for both the draft plan of subdivision and draft plan of common element condominium conform with the LOP.

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

The land is zoned Residential One (R1) Zone, Residential Two (R2) Zone and Future Residential (FR) Zone in the Town of Lindsay Zoning By-law No. 2000-75. The applications propose both townhouse dwellings and multiple attached townhouse dwellings, which are permitted in the Residential Multiple One (RM1) Zone and Residential Multiple Two (RM2) Zone. Townhouse dwellings front on a public street and multiple attached townhouse dwellings front on a private street. Under a comprehensive zoning review, several exceptions are required to address the specific details of the proposed development and to apply appropriate development standards once part lot control has been lifted.

Staff is not recommending that the application for zoning amendment be referred onto Council at this time. Additional time is required to ensure that the details of development such as minimum lot size, minimum front and rear yard setbacks, maximum lot coverage, permitted projections into the required yards for any open decks and specific development standards for those lots adjacent to Lindsay Street North are correctly set out in the implementing zoning by-law. Staff requires additional detail from the applicant. It is also necessary to have exceptions in the OS Zone to accommodate stormwater facilities and to maintain the naturalized area of the buffer to Distillery Creek.

Staff continues to support site specific development standards to achieve an overall design that is attractive and functions as a complete neighbourhood, providing easy access, good urban design, walkability and connectivity to streets,

parks and walking trails and has regard for adjoining established neighbourhoods.

### **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 an Exceptional Quality of Life and a Healthy Environment. The proposal seeks to create 155 residential townhouses which will increase the supply of affordable housing, create a new neighbourhood, and provide for walkability and connectivity to the VCRT and the Woods of Jennings Creek Park. An underutilized neighbourhood park (Pioneer Park) is available to the development along with a proposed design for eyes on the park from the west side of Lindsay Street North. An appropriate buffer area from Distillery Creek is proposed that will protect and possible enhance water quality and provide opportunity to utilize Low Impact Development (LID) techniques throughout the development.

### **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 and Corporate Asset Division for review and comment. Comments received indicate there is no objection to the proposed OPA and ZBA to permit townhouse dwellings and no objection to the proposed draft plan of subdivision and draft plan of common element condominium. Engineering has provided draft plan conditions that will be imbedded into the subdivision

agreement and that will be reviewed and approved through the detail design phase of the proposed development. See Appendix E.

As the proposed development is North West Trunk (NWT) dependent, staff recommends a draft plan condition that payment of the applicable NWT Capital Charge has been addressed in the associated subdivision agreement. See Appendix E.

### **Consultations:**

No further consultations were considered at this time.

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

The background information which has been submitted in support of the applications has been circulated to the appropriate agencies and City Departments for review and comment. Those agencies and City Departments have provided draft plan conditions for the draft plan of subdivision and draft plan of common element condominium. The applications conform to the 2019 Growth Plan, and are consistent with the 2014 Provincial Policy Statement. Conformity with the Town of Lindsay Official Plan has also been demonstrated and while the request for zoning amendment is generally supportable, further detailed review is necessary.

### **Conclusion:**

In consideration of the comments and issues contained in this report, Staff respectfully recommend that the official plan amendment, plan of subdivision (16T-19501) and plan of common element condominium (16CD-19501) together with the draft plan conditions for each draft plan be referred to Council for approval and that the draft zoning by-law amendment, be referred back to staff for further review.

### **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' – Proposed Concept Plan



Appendix 'B' -  
Proposed Concept Plan

## Appendix 'C' – Draft OPA By-law



Appendix 'C' - Draft  
Official Plan Amendment

## Appendix 'D' – Proposed Draft Plan of Subdivision



Appendix 'D' -  
Proposed Draft Plan of Subdivision

## Appendix 'E' – Proposed Draft Plan of Subdivision Conditions



Appendix E  
Proposed Draft Plan of Subdivision Conditions

## Appendix 'F' – Proposed Draft Plan of CEC



Appendix 'F' - Draft  
Plan of CEC.pdf

## Appendix 'G' – Proposed Draft Plan of CEC Conditions



Appendix G  
Proposed Draft Plan of CEC Conditions

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

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

**Department File:** D01-2019-001, D04-2019-001, D05-2019-001 and  
D06-2019-007

to

REPORT

FILE NO.

PLAN 2019-067  
D01-2019-001  
D04-2019-001  
D05-2019-001  
D06-2019-007

'Lindsay'

Scugog River

CON. 5

CON. 6

SUBJECT LAND

Lot 24

Lot 23

Alcorn Dr

Karen Dr

Whitney Ct

Found Av

Crestwood Av

Cottingham Cr

Lindsay St N





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

## **By-Law 2019-**

### **A By-Law to Amend the Town of Lindsay Official Plan to Re-designate Land within the City of Kawartha Lakes**

[File D01-2019-001, Report PLAN2019-067, respecting Part of Lot 24, Concession 5, geographic Township of Ops and Part of Lot 3 and Block X, Plan 1, former Town of Lindsay, being vacant land on Lindsay Street North – 2573532 Ontario Inc.]

#### **Recitals:**

1. Sections 17 and 22 of the Planning Act, R.S.O. 1990, c. P.13, authorize Council to consider the adoption of an amendment to an Official Plan.
2. Council has received an application to amend the Town of Lindsay Official Plan to amend Schedule 'A' to facilitate the creation of one hundred and fifty-five (155) residential units by two blocks on a plan of subdivision under Section 50 of the Planning Act for the property being vacant land on Lindsay Street North.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to adopt Official Plan Amendment Number 55.

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

#### **Section 1:00 Official Plan Amendment Details**

- 1.01 **Property Affected:** The property affected by this By-law is described as Part of Lot 24, Concession 5, geographic Township of Ops and Part of Lot 3 and Block X, Plan 1, former Town of Lindsay, being vacant land on Lindsay Street North now in the City of Kawartha Lakes.
- 1.02 **Amendment:** Amendment No. 55 to the Town of Lindsay Official Plan, attached hereto as Schedule 'A' and forming a part of this By-law is hereby adopted.

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

- 2.01 **Force and Effect:** This By-law shall come into force and take effect on the date it is finally passed, subject to the approval of the City of Kawartha Lakes in accordance with the provisions of Section 17 and 22 of the Planning Act, R. S. O. 1990, c. P.13. Notwithstanding the subsequent coming into force of the Lindsay Secondary Plan, adopted by Council on June 27, 2017, this by-law continues to be in force and effect.



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

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

DRAFT

## **Schedule 'A' to By-law No. 2019-\*\*\***

The Corporation of the City of Kawartha Lakes

### **Amendment No. 55 To The Official Plan – The Town of Lindsay**

#### **Part A – The Preamble**

##### **A. Purpose**

The purpose of the official plan amendment is to re-designate the northern one-third of the property from the "Future Residential" designation to the "Residential" designation on Schedule "A" of the Town of Lindsay Official Plan. The land is also subject to applications for zoning by-law amendment, draft plan of subdivision and draft plan of common element condominium.

The effect of the change would permit a residential plan of subdivision on the entire property, consisting of 2 blocks for townhouse units with one block containing 55 residential units and a second block containing 100 units for a total of 155 residential units. A plan of common element condominium will create the internal road network, allow for services and utilities, visitor parking spaces, amenity space, open space for buffering and easements.

##### **B. Location**

The subject land has a lot area of approximately 5.71 hectares and is located on the west side of Lindsay Street North, north of Cottingham Crescent, in the former Town of Lindsay. The subject property is located in a residential area with single detached dwellings to the west and semi-detached dwellings to the south. The land to the east is a former Lindsay landfill site and community park. The subject property is currently vacant.

The property is legally described as Part of Lot 24, Concession 5, geographic Township of Ops and Part of Lot 3 and Block X, Plan 1, former Town of Lindsay and identified as vacant land on west side of Lindsay Street North.

##### **C. Basis**

Council has enacted this official plan amendment in response to an application submitted by GHD on behalf of 2573532 Ontario Inc. to permit the creation of a residential plan of subdivision on the entire property, consisting of 2 blocks for townhouse units with one block containing 55 residential units and a second block containing 100 units for a total of 155 residential units. The proposed development also includes a plan of common element condominium to create the internal road network, allow for services and utilities, visitor parking spaces, amenity space, open space for buffering and easements.

The land is designated "Future Residential" as shown on Schedule "A" of the Town of Lindsay Official Plan. The land is also subject to applications for zoning by-law amendment, draft plan of subdivision and draft plan of common element

condominium. The development will be subject to site plan approval and individual lot creation will be facilitated by lifting of part lot control. The development will be registered by way of parcels of tied land (POTLs).

The proposed use and amendment to the Town of Lindsay Official Plan is justified and represents good planning for the following reasons:

1. The proposed development conforms to relevant provincial policy documents being the Growth Plan for the Greater Golden Horseshoe and is consistent with the Provincial Policy Statement.
2. The proposed development conforms to the goals and objectives of the "Residential" designation as set out in the Town of Lindsay Official Plan.
3. The proposed use is compatible and integrates well with the surrounding area. The proposed lot fabric and street network in the draft plan of subdivision and draft plan of common element condominium proposes connectivity with Lindsay Street North and Alcorn Drive along with future connectivity to the west through the extension of Alcorn Drive.
4. The applicant has submitted background reports to demonstrate the appropriateness of the proposed development with respect to servicing, traffic, noise and the protection of the environment.

## **Part B - The Amendment**

### **D. Introductory Statement**

All of this part of the document entitled Part B – The Amendment, consisting of the following text and the attached map constitutes Amendment No. 55 to the Town of Lindsay Official Plan.

### **E. Details of the Amendment**

1. Schedule 'A' of the Town of Lindsay Official Plan is hereby amended by changing the land use designation from the Future Residential designation to the Residential designation, as shown on Map 'A' as 'LAND TO BE RE-DESIGNATED RESIDENTIAL'.

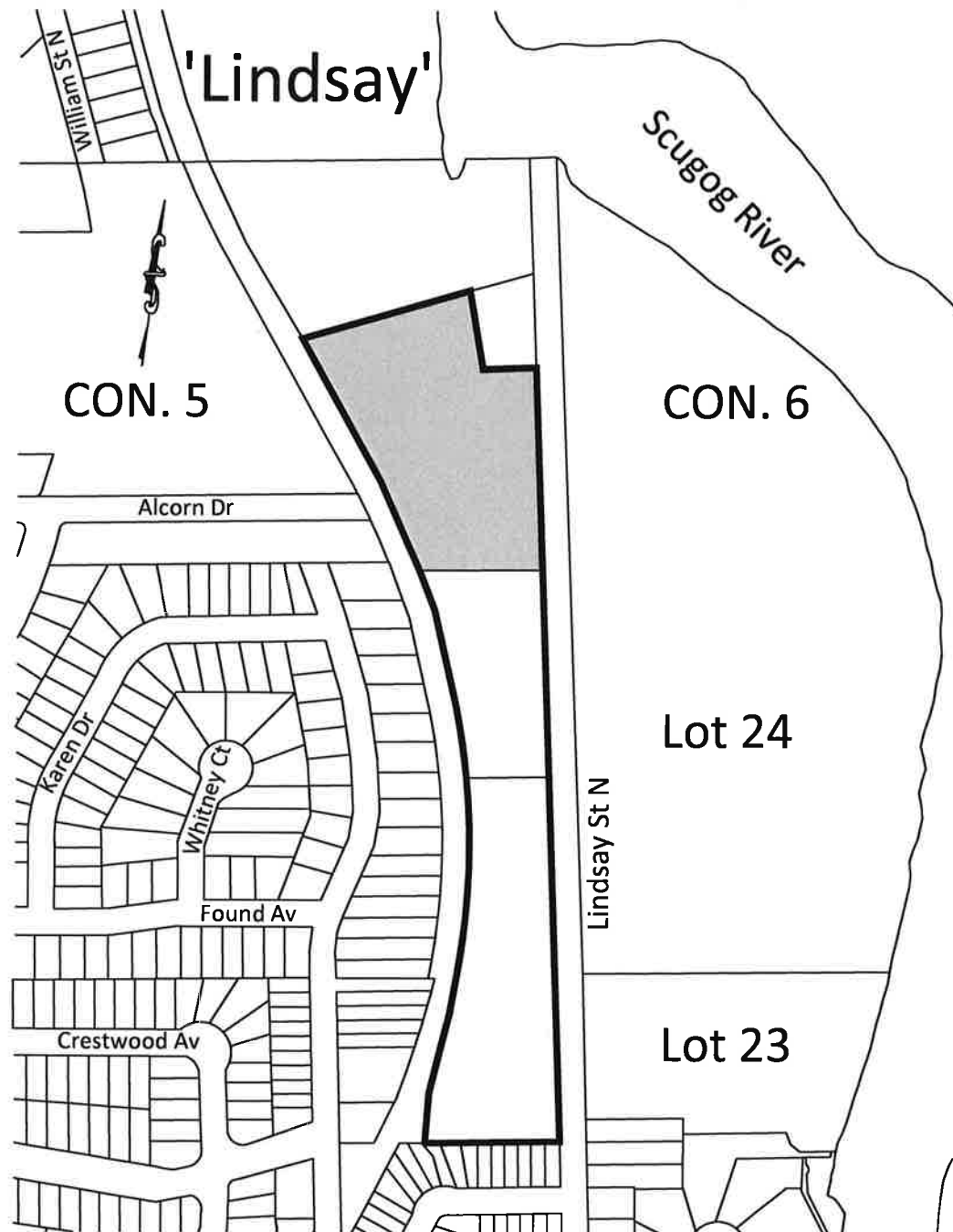
### **F. Implementation and Interpretation**

The implementation and interpretation of this amendment shall be in accordance with the relevant policies of the Official Plan.

THE CORPORATION OF THE CITY OF

# KAWARTHA LAKES

Map 'A' to Amendment No.\_\_\_\_  
to the Town of Lindsay Official Plan



■ LAND TO BE RE-DESIGNATED RESIDENTIAL

APPENDIX <sup>W</sup> **D**to  
REPORT

FILE NO.

PLAN 2019-067  
D01 - 2019-001  
D04 - 2019-001  
D05 - 2019-001  
D06 - 2019-007



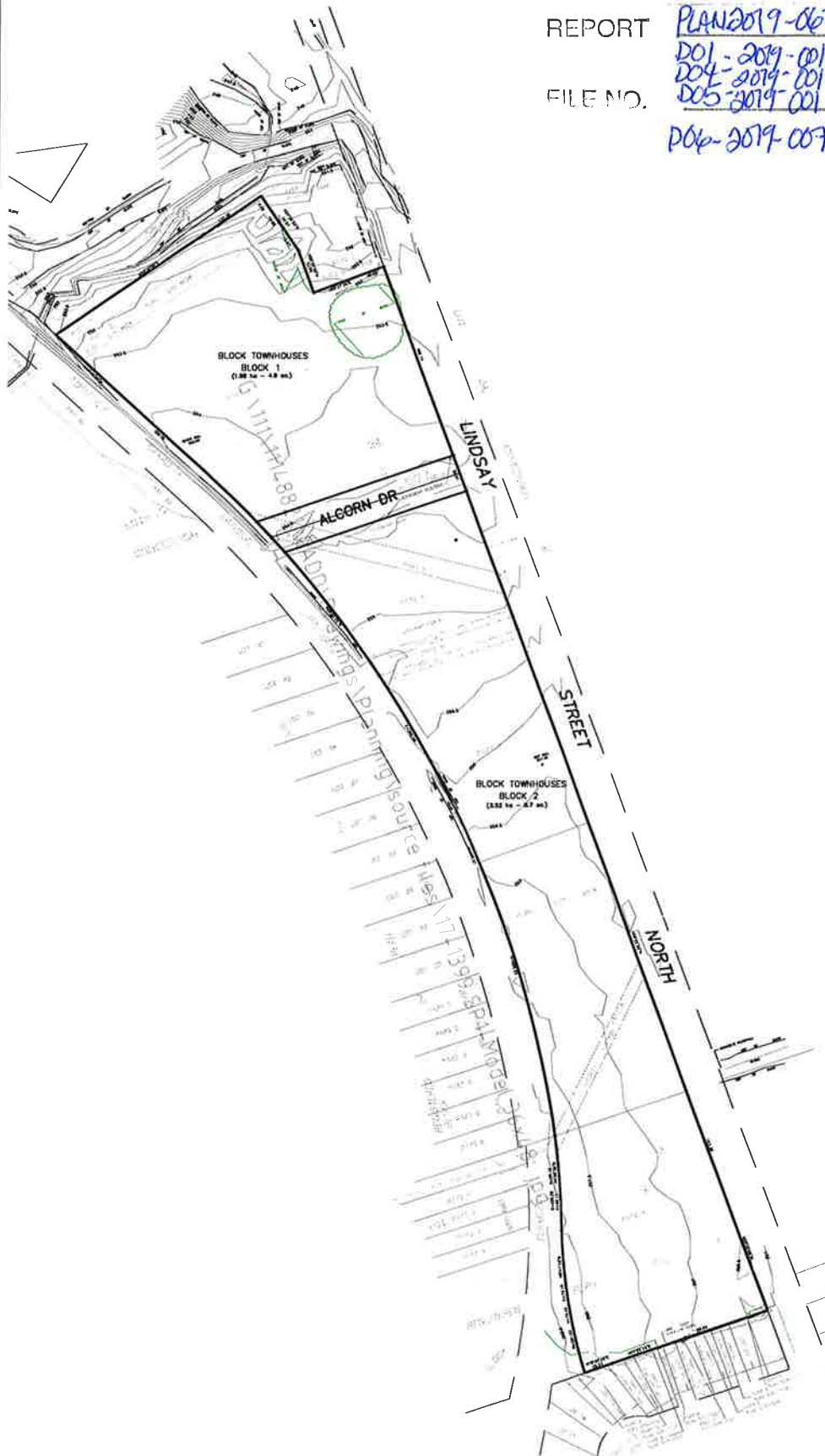
KEY PLAN Not to Scale

PROPOSED  
**DRAFT PLAN**

OF SUBDIVISION OF  
PART OF LOT 24  
CONCESSION 5  
GEOGRAPHIC TOWNSHIP OF OPE AND  
PART OF LOT 3, BLOCK X  
REGISTERED PLAN No. 1  
**TOWN OF LINDSAY**  
**CITY OF KAWARTHA LAKES**

## SCHEDULE OF LAND USES:

SITE STATISTICS:			
MEDIUM DENSITY RESIDENTIAL	BLOCKS	UNITS	AREA (sq)
BLOCK TOWNHOUSES	1	15	1.58
	8	100	3.53
TOTAL # UNITS AND AREA RESIDENTIAL			
		115	5.11 ha
ROADS			
		158	8.31 ha
TOTAL AREA			
		158	8.31 ha
TOTAL AREA OF SUBMISSION			
		158	8.31 ha



## ADDITIONAL INFORMATION UNDER THE PLANNING ACT

Under Section 1(1) of the Planning Act, the following information is required to be submitted to the City of Kawartha Lakes:

- (1) A plan of subdivision.
- (2) A plan of subdivision.
- (3) A plan of subdivision.

## OWNER'S CERTIFICATE

2573532 Ontario Inc.

## SURVEYOR'S CERTIFICATE

CODE FISHER CAMERON /  
SURVEYOR

DATE: 06/19

DATE: 12/18

DATE: 12/18

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APPENDIX " E "  
to

REPORT

FILE NO.

PLAN 2019-067  
D01 - 2019 - 001  
D04 - 2019 - 001  
D05 - 2019 - 001  
D06 - 2019 - 007

## Conditions of Draft Plan Approval – 2573532 Ontario Inc.

### General Conditions

1. This approval applies to the draft plan of subdivision 16T-19501, prepared by GHD, Project and Drawing No. 11148821-DP1, dated November, 2018 and last revised August, 2019, which shows 2 townhouse blocks, being Blocks 1 and 2 inclusive and Alcorn Drive. Block 1 will be developed with 55 residential townhouse units and Block 2 will be developed with 100 residential townhouse units for a total of 155 residential townhouse units.
2. This approval is associated with the draft plan of common element condominium 16CD-19501, prepared by GHD, Project and Drawing No. 11148821-CEC2, dated December, 2018 and last revised August, 2019, which shows 2 townhouse sites, being Site 1 and 2 inclusive. Site 1 will be developed with 55 parcels of tied land, common facilities to include 7.0 m wide asphalt paved laneway, concrete curbs, sidewalks, landscaped areas, sanitary sewer, watermain and facilities, 27 visitor parking spaces, water meter room, community mailbox, fencing and open space. Site 2 will be developed with 100 parcels of tied land, common facilities to include 7 m. wide asphalt paved laneway, concrete curbs, sidewalks, landscaped areas, sanitary sewer, watermain and facilities, 39 visitor parking spaces, water meter room, community mailbox and fencing.
3. Prior to the signing of the final plan by the Director, a Subdivision Agreement shall be entered into and executed by the Owner and the City to satisfy all financial, legal, and engineering matters, including the design, provision and installation of roads, services, sidewalks, on-street illumination, tree plantings, walkways, daylight triangles, road signs, traffic signals, stormwater management facilities and drainage works, and all recommendations contained in related technical reports approved by the City.
4. The Subdivision Agreement shall include the payment of all applicable development charges in accordance with the applicable Development Charges By-law.
5. The Subdivision Agreement shall include the payment of all applicable North West Trunk Capital Charges in accordance with the applicable Capital Charge By-law.
6. The Owner agrees, in writing, to the registration of the Subdivision Agreement against the land to which it applies once the plan of subdivision has been registered.
7. The road allowances included in this draft plan shall be shown and dedicated as public highway.
8. The street shall be named to the satisfaction of the City.

9. Civic addressing shall be assigned on the basis of lots being subdivided in the future, to the satisfaction of the City, and that the assignment of civic addresses be included in the Subdivision Agreement.
10. The Owner and the City shall agree in the Subdivision Agreement that:
  - a) No building permit will be issued for any individual lot or block until underground services are installed and operational and the roadway is constructed to base asphalt condition.
  - b) All lots and blocks will be developed in accordance with the approved engineering design for the subdivision.
  - c) The building permit applicant for each such lot or block shall submit individual lot grading and drainage plans and receive approval from the City prior to the issuance of a building permit.
11. The schedule to the Subdivision Agreement entitled "Special Warnings and Notices" shall incorporate a notice advising of the existence of the City's Noise By-law and warning that construction activities within the subdivision may be subject to regulation and/or restrictions thereunder.
12. The Owner shall agree in the Subdivision Agreement 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 through an access provided to the development from Lindsay Street North. Measures to minimize construction debris on the roads as well as road cleaning at the Owner's expense will be included in the Subdivision Agreement. The Subdivision Agreement shall specify that the Construction Management Plan will be in force until assumption.
13. The Owner shall agree that prior to entering into a Subdivision Agreement with the City, the Owner has fulfilled all obligations to the City required under a Pre-Servicing Agreement, if applicable.
14. The Owner agrees, prior to offering any Blocks, Lots or dwelling 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 surface infrastructure and streetscaping, within the development. In addition, the Owner agrees to have the Schedule "A" subdivision agreement engineering drawings available for review by all potential homeowners
15. The Owner agrees to confirm in writing that they no longer wish to proceed with fulfilling the conditions of draft plan approval and formally withdraw the draft plan of subdivision approval that was granted in 1995 for 13 residential lots on the southern portion of the property.
16. The Owner acknowledges and agrees in the Subdivision Agreement that the first Phase of the development will be limited to 100 residential units.

## **Zoning**

17. Prior to the signing of the final plan by the Director, the Planning Division shall confirm that any amendment to the Zoning By-law necessary to implement this plan has been approved and is in effect.
18. An Ontario Land Surveyor shall certify that the proposed lot frontages and areas appearing on the final plan conform to the requirements of the Town of Lindsay Zoning By-law.
19. The Owner acknowledges that the townhouse development within the Blocks will be subject to Site Plan Approval.

## **New and Expanded Public Roads and Traffic**

20. The Owner shall convey to the City, at no cost, the land comprising the new public street known as Alcorn Drive, day-lighting triangles, and, as shown on the draft plan, such land to be free and clear of all encumbrances. These lands shall be dedicated as public highways.
21. The Subdivision Agreement between the Owner and the City shall provide that the owner agrees to design and construct, entirely at his or her expense, the roadways, sidewalks, and all municipal services for the proposed subdivision, and all external improvements adjacent to the proposed subdivision in accordance with all recommendations contained in related technical reports approved by the City. Specifically, the Owner agrees to design and construct, entirely at his or her expense, the urbanization of the extension of Alcorn Street across the existing Victoria Rail Trail Corridor and the urbanization of the west half of Lindsay Street North from the south limit of the subject property to the north limit of Lindsay Street North, including sidewalk, curb, storm sewer, street lights, and streetscaping to the City's satisfaction.
22. The Subdivision Agreement shall require the Owner to provide an overall traffic lane marking and signage plan for all internal roadways to the City's satisfaction, including any external improvements adjacent to the proposed subdivision identified as being required or recommended in related technical reports approved by the City. The installation of pavement markings and signage, as well as any required modifications to existing pavement markings and signage, shall be at the Owner's expense and responsibility and specific to the detailed engineering design of the subdivision and to the satisfaction of the City.
23. The Owner shall provide a comprehensive streetscaping plan showing all above-ground utilities, streetlights, street furniture, street tree planting, and/or boulevard landscaping, specific to the detailed engineering design of the subdivision and to the satisfaction of the City.
24. The Subdivision Agreement shall include provisions concerning the precise location of required fencing, commercial grade black vinyl chain link and/or acoustical fencing, specifically related to the detailed engineering design of the subdivision and to the satisfaction of the City.

## **Site Servicing**



25. The Subdivision Agreement shall provide for the installation of a municipal water supply system, sanitary sewage collection system, storm collection system, and stormwater management system to the satisfaction of the City and furthermore, upon satisfactory final inspection, shall provide for the assumption of such systems by the City. The construction and conveyance of the municipal infrastructure shall be at the Owner's expense and responsibility and shall provide for the connection and looping of the existing municipal water system along Lindsay Street North and Alcorn Drive.
26. The Owner agrees that each of the approved Blocks will be connected to the City's municipal water and sanitary systems, to the satisfaction of the City.
27. Prior to the signing of the final plan by the Director, the Owner shall obtain an approved Form 1 – Record of Watermains Authorized as a Future Alteration from the Director of Public Works for the water works in accordance with the Safe Water Drinking Act and the Environmental Protection Act.
28. Prior to the signing of the final plan by the Director, the Owner shall obtain an Environmental Compliance Approval (ECA) from the Ministry of the Environment and Climate Change for the municipal sewer works in accordance with the Ontario Water Resources Act and the Environmental Protection Act. The Subdivision Agreement shall reference the applicable ECA numbers.

### **Stormwater Management**

29. Prior to final approval and any on-site grading taking place, the Owner shall submit a stormwater management report for quantity and quality control, water balance, and phosphorus control, prepared by a qualified Professional Engineer in accordance with the applicable standards and guidelines to the satisfaction of the Kawartha Region Conservation Authority and the City. The report shall identify opportunities for Low Impact Development solutions applicable to the site specific conditions
30. Prior to final approval and any grading taking place, the Owner shall submit an erosion and sediment control plan detailing the measures that will be implemented before, during and after construction to minimize soil erosion and sedimentation prepared to the satisfaction of the Kawartha Region Conservation Authority and the City. The plan shall contain a proactive targeted multi-barrier approach with emphasis on erosion control.
31. That, the Subdivision Agreement shall contain, among other matters, the following provision:
  - a) That, the Owner agrees to carry out the recommendations of the approved stormwater management report and the approved erosion and sediment control plan. The Agreement shall contain a reference to the plans and reports approved by the Kawartha Region Conservation Authority and the City.
  - b) That, the Owner agrees to implement all erosion and sediment control structures in a functional manner prior to the site disturbance and maintain

these structures operating in good repair during and after the construction period, until such time as all disturbed soil surfaces have become stabilized and/or revegetated.

### **Conditions for Fencing and Trail Connectivity Conditions**

32. The Subdivision Agreement shall include provisions concerning fencing of the rear lot lines adjacent to the Victoria County Rail Trail with commercial grade black chain link fence.

### **Parkland**

33. The Owner agrees that the City, pursuant to subsection 51.1(3) of the Planning Act, accepts payment in lieu of the 5% conveyance of parkland. For the purpose of determining the amount of any such payment, the value of the land shall be determined by an accredited appraiser (CRA or AACI). The date of this appraisal shall be no later than the day before the date of the notice of decision to grant draft plan approval or the date of the most recent extension pursuant to subsection 51(33) of the Planning Act, to the approval of the draft plan of subdivision. The City is not required to accept the appraisal report and reserves the right to have the appraisal report peer reviewed and to negotiate the cash-in-lieu payment.

### **Easements and Agency Specific Conditions**

34. That satisfactory arrangements, financial and otherwise, shall be made with Bell Canada for any Bell underground facilities serving the subdivision.
35. That the Owner agrees in the Subdivision Agreement with the City to grant Bell Canada any easements that may be required for telecommunication purposes.
36. That if there are any conflicts with existing Bell Canada facilities or easements, the Owner/developer shall be responsible for rearrangements or relocation.
37. That 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.
38. The Owner is hereby advised that prior to commencing any work within the Plan, the Owner 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 Owner is hereby advised that the Owner may be required to pay for the connection to and/or extension of the existing communication / telecommunication infrastructure. If the Owner elects not to pay for such connection to and/or extension of the existing communication / telecommunication infrastructure, the Owner 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).
39. That prior to the signing of the final plan by the Director, the Owner shall satisfy all requirements, financial and otherwise, of the Hydro One Networks Inc.
40. That the Owner enters into a Subdivision Servicing 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 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.
41. That the Subdivision Agreement contain a provision to ensure that the Owner grade all boulevards to final pre-soil subgrade elevation 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 Consumer Gas.
42. The Owner will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes.
43. The Owner agrees in the Subdivision Agreement, prior to offering any Blocks, Lots, dwellings, commercial units for sale, to display a map 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.
44. 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.
45. The Owner will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading is completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the dwellings / units are occupied.
46. The Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
- 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).

### **Environmental Conditions**

47. The Owner shall follow the recommendations contained in the Phase I Environmental Site Assessment prepared by GHD and dated July 6, 2018 and

in the Phase II Environmental Site Assessment prepared by GHD and dated July 18, 2018.

48. Prior to the signing of the final plan by the Director, the Owner shall submit a Record of Site Condition (RSC) of the subject land, and written confirmation from a qualified professional that the recommendations of such RSC have been implemented and completed to the satisfaction of the MOECC.
49. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a detailed design submission of the final Stormwater Management system prepared by a qualified Professional Engineer in accordance with the applicable standards and guidelines to the satisfaction of the Kawartha Region Conservation Authority.
50. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a Final Grading Plan prepared by a qualified professional to the satisfaction of the Kawartha Conservation Authority.
51. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a Final Sediment and Erosion Control Plan prepared by a qualified professional to the satisfaction of the Kawartha Conservation. The Plan should detail the measures that will be implemented before, during, and after construction to minimize soil erosion and sedimentation;  
*Note: Kawartha Conservation supports a proactive multi-barrier approach to erosion and sediment control, with emphasis on erosion control rather than solely relying on sediment control measures (e.g., silt fence).*
52. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a phosphorus budget, showing a net-zero increase in phosphorus (pre-to-post development) loading from the site to the satisfaction of Kawartha Conservation.
53. That, the Subdivision Agreement contain the following provisions:
  - a) That, the Owner agrees to carry out the recommendations of the approved Stormwater Management report, the approved Grading Plan and the approved Sediment and Erosion Control Plan (The Agreement shall contain a reference to the plans and reports approved by the Kawartha Conservation);
  - b) That, the Owner agrees to install all sediment and erosion control structures in a functional manner prior to the site disturbance, maintain these structures operating in good repair during and after the construction period, and continue to implement all sediment and erosion control measures until such time as the disturbed soil surfaces have become stabilized and/or revegetated; and,
  - c) That, the Owner agrees to apply to Kawartha Conservation separately for individual Permits for any dwelling units which are situated within Kawartha Conservation's regulated area.

## Special Conditions

54. The Owner shall carry out an Archeological Assessment of the subject property and mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archeological resources found. No grading, related to preparation of the site for the draft plan of subdivision, shall take place on the subject property prior to the approval authority and the Ministry of Culture confirming that all archeological resource concerns have met licensing and resource conservation requirements.
55. Prior to final approval, the Owner shall provide confirmation that Curve Lake First Nation accepts the Archeological Assessment of the subject property. No grading, related to preparation of the site for the draft plan of subdivision, shall take place on the subject property prior to receipt of said confirmation.
56. That the Subdivision Agreement shall incorporate the requirements of the Fire Rescue Service with respect to Firebreak Criteria or through alternative design;
57. That subsequent to the execution of the Subdivision Agreement by the Owner and prior to the signing of the final plan by the Director, the City Treasurer shall confirm in writing to the Director that all financial obligations and payments to the City, as set out in the Subdivision Agreement, in accordance with condition 2, have been satisfied including, but not limited to:
- a) all applicable Development Charge payments in accordance with the requirements of all applicable Development Charge By-laws,
  - b) all applicable Capital Charge payments in accordance with the requirements of all applicable Capital Charge By-laws,
  - c) all applicable Local Improvement payments in accordance with the requirements of all applicable Local Improvement By-laws,
  - d) all applicable fees payable in accordance with the requirements of all applicable municipal by-laws, including fee by-laws,
  - e) the form and amount of the securities that the Owner is required to have posted to secure its obligations under the Subdivision Agreement, including the identification of any reduction in such securities that has already been incorporated into the Subdivision Agreement,
  - f) where there has been such a reduction in such securities, a Statutory Declaration submitted on behalf of the Owner confirming payment of all accounts for material, labour and equipment employed in the installation of the services on whose completion such reduction has been computed and applied, and
  - g) any financial obligations with which the Owner's compliance has been deferred or from which the Owner has been exempted pursuant to the terms of the Subdivision Agreement.

It is acknowledged that prior to the signing of the final plan by the Director, a copy of the Subdivision Agreement will be forwarded to Planning Advisory Committee for endorsement which will include a Planning Report along with the financial reporting as outlined above.

## **Clearance Conditions**

58. Prior to the signing of the final plan by the Director, the Owner will ensure that clearance letters from the appropriate authorities have been submitted to the Planning Division so as to confirm how the above noted conditions have been satisfied.
59. Prior to the signing of the final plan by the Director, the Development Services Division shall confirm that conditions 1 to 11 both inclusive, 15 to 19 both inclusive, 32 and 54 have been satisfied.
60. Prior to the signing of the final plan by the Director, the Engineering and Corporate Assets Division shall confirm that conditions 12 to 14 both inclusive, 20 to 31 both inclusive have been satisfied.
61. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Taxation and Revenue Division indicating how condition 57 has been satisfied.
62. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Kawartha Region Conservation Authority indicating how conditions 29 to 31 both inclusive and 47 to 53 both inclusive have been satisfied.
63. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Community Services Department indicating how condition 33 has been satisfied.
64. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from Bell Canada indicating how conditions 34 to 38 both inclusive have been satisfied.
65. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from Hydro One Networks Inc. indicating how conditions 39 and 40 have been satisfied.
66. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from Enbridge Consumer Gas indicating how condition 41 has been satisfied.
67. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Canada Post Corporation indicating how conditions 42 to 46 both inclusive have been satisfied.
68. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Curve Lake First Nations indicating how condition 55 has been satisfied.
69. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Fire Rescue Service indicating how condition 56 has been satisfied.

### **Part B – Lapsing Provision**

All conditions shall be fulfilled and satisfied, and final approval shall be given or this draft plan approval shall be deemed to have lapsed pursuant to the Planning Act,

R.S.O. 1990, as amended, after three (3) years from the date the Notice of Decision is sent out with respect to this draft approval.

A request for Draft Plan Approval extension should be made at least 60 days before the approval lapses as no extension can be given after the lapsing date. Draft Plan Approval extension requests shall include an evaluation of all engineering design and supporting documentation to ensure compliance or conformance with all current provincial and municipal guidelines and standards. Designs and reports shall be updated by the Owner as required, to the satisfaction of the City.

## **Notes to Draft Plan Approval of 16T-19501 (D05-2019-001)**

### **1. Clearance Letters**

It is the Owner/applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters have been forwarded by the appropriate agencies / utility companies to the City of Kawartha Lakes to the attention of the Director of Development Services quoting the above noted file. For your information the following are the contacts:

Juan Rojas, Director  
Engineering and Corporate Assets  
Department  
City of Kawartha Lakes  
12 Peel Street  
Lindsay, ON K9V 3L8  
Tel: 705.324.9411 ext. 1151  
Fax: 705. 328.3122

Craig Shanks, Director  
Community Services Department  
City of Kawartha Lakes  
50 Wolfe Street,  
Lindsay, ON K9V 2J2  
Tel: 705.324.9411 ext. 1307  
Fax: 705.324.2051

Chris Marshall, Director  
Development Services Department  
City of Kawartha Lakes  
180 Kent Street West, 2<sup>nd</sup> Floor  
Lindsay, ON K9V 2Y6  
Tel: 705.324.9411 ext. 1239  
Fax: 705.324.4027

Ron Warne, Director of Planning,  
Development and Engineering  
Kawartha Conservation  
277 Kenrei Road,  
Lindsay, ON K9V 4R1  
Tel: 705.328-2271  
Fax: 705.328-2286

Bell Canada  
Right Of Way Control Centre  
100 Borough Drive, Floor 5  
Scarborough, ON M1P 4W2

Hydro One Networks Inc.  
45 Sarjeant Drive,  
Barrie, ON L4M 5N5

Corey Craney-Twolan  
Delivery Planning  
Canada Post Corporation  
P.O. Box 8037, Ottawa T CSC  
Ottawa, ON K1G 3H6

Enbridge Gas Distribution  
500 Consumers Road  
North York, ON M2J 1P8

### **2. Conveyances and 0.3 m. Reserves**

If land is to be conveyed to the City we suggest that the description of such parcels shall be by reference to either the Lot or Block on the Registered Plan or by Part on a Reference Plan of survey.

We further require the Owner give to the City an undertaking to deposit with the Clerk a properly executed copy of the conveyance concurrent with the registration of the final plan, as signed by the Director.

If a 0.3 m. reserve is required along the side of either an existing or proposed road allowance, the 0.3 m. reserve shall be placed inside the public road allowance – eg. the final public road allowance would be 20.3 m. and be comprised of two (2) parts, the 20.0 m. wide road allowance and the 0.3 m. reserve. The latter would be deeded to the City in trust.

**3. Lands Required to be Registered under Land Titles Act**

We suggest that you make yourself aware of section 144 of the Land Titles Act and subsection 78(10) of the Registry Act. Subsection 144(1) of the Land Titles Act requires that a plan of subdivision of land that is located in a land titles division be registered under the Land Titles Act. Exceptions to this provision are set out in subsection 144(2). Subsection 78(10) of the Registry Act requires that a plan of subdivision of land that is located only in a registry division cannot be registered under the Registry Act unless that title of the Owner of the land has been certified under the Certification of Titles Act. Exceptions to this provision are set out in clauses (b) and (c) of subsection 78(10).

**4. Sewage Works**

Approvals for sewage works are required under the Ontario Water Resources Act, R.S.O., 1990 as amended and the Environmental Protection Act, R.S.O., 1990 as amended.

**5. Water Works**

Water works shall meet the requirements of, and be approved by, the City of Kawartha Lakes Public Works Water and Waste Water Division, in accordance with the Safe Water Drinking Act, S.O. 2002 as amended and the Environmental Protection Act, R.S.O. 1990 as amended.

**6. Clearance of Conditions**

A copy of the Subdivision Agreement should be sent to public bodies with conditions covered under the Agreement. This will expedite clearance of the final plan. Please do not send a copy to the Ministry of Municipal Affairs.



APPENDIX " F

to

REPORT

FILE NO.

PLAN 2019-067  
 D01 - 2019-001  
 D04 - 2019-001  
 D05 - 2019-001  
 D06 - 2019-007

KEY PLAN - Not to Scale

**PROPOSED  
COMMON ELEMENT  
CONDOMINIUM**  
 OF SUBDIVISION OF  
 PART OF LOT 24  
 CONCESSION 5  
 GEOGRAPHIC TOWNSHIP OF OPS AND  
 PART OF LOT 3, BLOCK X  
 REGISTERED PLAN No. 1  
**TOWN OF LINDSAY**  
**CITY OF KAWARTHA LAKES**

SCHEDULE OF LAND USES:

SITE 1 STATISTICS

NUMBER OF PROPOSED PARCELS OF THE LAND = 55  
 AREA OF PROPOSED PARCELS OF THE LAND = 1.18 ha  
 Denotes Proposed Parcel Of The Land

COMMON ELEMENTS CONDOMINIUM

Common Facilities and Services (PARCEL 56) = 3.33 ha

7.5 m Wide Asphalt Paved Lane  
 Concrete Curbs  
 Sidewalks  
 Landscaped Areas  
 Sanitary Sewer/Stormwater and Facilities  
 17 Visitor Parking Spaces  
 Water Meter Station  
 Community Mailbox  
 Retail Fencing If required

Common Element - Open Space (PARCEL 67) = 8.28 ha

TOTAL AREA OF SITE 1 = 1.88 ha

SITE 2 STATISTICS

NUMBER OF PROPOSED PARCELS OF THE LAND = 100  
 AREA OF PROPOSED PARCELS OF THE LAND = 3.28 ha  
 Denotes Proposed Parcel Of The Land

COMMON ELEMENTS CONDOMINIUM

Common Facilities and Services (PARCEL 56) = 1.23 ha

7.5 m Wide Asphalt Paved Lane  
 Concrete Curbs  
 Sidewalks  
 Landscaped Areas  
 Sanitary Sewer/Stormwater and Facilities  
 10 Visitor Parking Spaces  
 Water Meter Station  
 Community Mailbox  
 Retail Fencing If required

TOTAL AREA OF SITE 2 = 3.32 ha

SITE 1

SITE 2

ALCORN DR

LINDSAY ST N

VICTORIA TRAIL

ADDITIONAL INFORMATION UNDER THE PLANNING ACT

Under Section 27(1) of the Planning Act, the following information is required to be provided by the applicant:  
 1. A plan of subdivision of the land.  
 2. A plan of subdivision of the land.  
 3. A plan of subdivision of the land.

OWNERS CERTIFICATE

2573532 Ontario Inc.  
 2573532 Ontario Inc.  
 2573532 Ontario Inc.

SURVEYOR'S CERTIFICATE

COE FISHER CAMERON /  
 Surveyor of Land  
 ONTARIO LAND SURVEYORS

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

B RE-SUBMISSION J.T. B.J. B.J. 05/19  
 A ORIGINAL SUBMISSION A.O. B.J. B.J. 12/18

Rev. Revision Drawn By: \_\_\_\_\_ Checked By: \_\_\_\_\_ Date: \_\_\_\_\_

Drawing Revisions  
 Note: 1. Indicate all changes to original layout of drawing or final revision of drawing.

GHD Inc.  
 55 Hurvay Street, Unit 101, Oakville, ON L6H 6T3  
 T: 905.462.9422 F: 905.462.9477  
 E: gerald@ghd.com W: www.ghd.com

Scale: 1" = 100' AT ORIGINAL SIZE

North Arrow

Scale: 1" = 100' AT ORIGINAL SIZE

Client: 2573532 Ontario Inc.

Project: 2000 LINDSAY ST NORTH

Drawn: J.T. Designer: B.J.

Checked: A.O. Design: B.J.

Date: JULY 2018

Project & Drawing No. 11148821-CEC2

Original Size Arch D

Rev. B



Draft Plan of Common Element  
Condominium Conditions  
2573532 Ontario Inc.  
D04-2019-001

APPENDIX " G "  
to

**Conditions of Draft Plan Approval – 2573532 Ontario Inc.**

REPORT PLAN 2019-067  
D01-2019-001  
D04-2019-001  
D05-2019-001  
D06-2019-007

FILE NO.

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  - a) No building permit will be issued for any individual lot or block until underground services are installed and operational and the roadway is constructed to base asphalt condition.
  - b) All lots and blocks will be developed in accordance with the approved engineering design for the development.
  - c) The building permit applicant for each such lot or block shall submit individual lot grading and drainage plans and receive approval from the City prior to the issuance of a building permit.
11. The schedule to the Condominium Agreement entitled "Special Warnings and Notices" shall incorporate a notice advising of the existence of the City's Noise By-law and warning that construction activities within the development may be subject to regulation and/or restrictions thereunder.
12. The Owner shall agree in the Condominium Agreement 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 through an access provided to the development from Lindsay Street North. Measures to minimize construction debris on the roads as well as road cleaning at the Owner's expense will be included in the Subdivision Agreement. The Condominium Agreement shall specify that the Construction Management Plan will be in force until assumption.
13. The Owner shall agree that prior to entering into a Condominium Agreement with the City, the Owner has fulfilled all obligations to the City required under a Pre-Servicing Agreement, if applicable.
14. The Owner agrees, prior to offering any Blocks, Lots or dwellings 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 surface infrastructure and streetscaping, within the development. In addition, the Owner agrees to have the Schedule "A" subdivision agreement engineering drawings available for review by all potential homeowners
15. The Owner agrees to confirm in writing that they no longer wish to proceed with fulfilling the conditions of draft plan approval and formally withdraw the draft plan of subdivision approval that was granted in 1995 for 13 residential lots on the southern portion of the property.
16. The Owner acknowledges and agrees in the Condominium Agreement that the first Phase of the development will be limited to 100 residential units.

## **Zoning**

17. Prior to the signing of the final plan by the Director, the Planning Division shall confirm that any amendment to the Zoning By-law necessary to implement this plan has been approved and is in effect.
18. An Ontario Land Surveyor shall certify that the proposed lot frontages and areas appearing on the final plan conform to the requirements of the Town of Lindsay Zoning By-law.
19. The Owner acknowledges that the townhouse development within the Blocks will be subject to Site Plan Approval.

## **New and Expanded Public Roads and Traffic**

20. The Owner shall convey to the City, at no cost, the land comprising the new public street known as Alcorn Drive, day-lighting triangles, and, as shown on the draft plan, such land to be free and clear of all encumbrances. These lands shall be dedicated as public highways.
21. The Condominium Agreement between the Owner and the City shall provide that the owner agrees to design and construct, entirely at his or her expense, the roadways, sidewalks, and all services for the proposed development, and all external improvements adjacent to the proposed development in accordance with all recommendations contained in related technical reports approved by the City. Specifically, the Owner agrees to design and construct, entirely at his or her expense, the urbanization of the extension of Alcorn Street across the existing Victoria Rail Trail Corridor and the urbanization of the west half of Lindsay Street North from the south limit of the subject property to the north limit of Lindsay Street North, including sidewalk, curb, storm sewer, street lights, and streetscaping to the City's satisfaction.
22. The Condominium Agreement shall require the Owner to provide an overall traffic lane marking and signage plan for all internal roadways to the City's satisfaction, including any external improvements adjacent to the proposed subdivision identified as being required or recommended in related technical reports approved by the City. The installation of pavement markings and signage, as well as any required modifications to existing pavement markings and signage, shall be at the Owner's expense and responsibility and specific to the detailed engineering design of the development and to the satisfaction of the City.
23. The Owner shall provide a comprehensive streetscaping plan showing all above-ground utilities, streetlights, street furniture, street tree planting, and/or boulevard landscaping, specific to the detailed engineering design of the development and to the satisfaction of the City.
24. The Condominium Agreement shall include provisions concerning the precise location of required fencing, commercial grade black vinyl chain link and/or acoustical fencing, specifically related to the detailed engineering design of the development and to the satisfaction of the City.

## **Site Servicing**

25. The Condominium Agreement shall provide for the installation of a municipal water supply system, sanitary sewage collection system, storm collection system, and stormwater management system to the satisfaction of the City and furthermore, upon satisfactory final inspection, shall provide for the assumption of such systems by the City. The construction and conveyance of the municipal infrastructure shall be at the Owner's expense and responsibility and shall provide for the connection and looping of the existing municipal water system along Lindsay Street North and Alcorn Drive.
26. The Owner agrees that each of the approved Blocks will be connected to the City's municipal water and sanitary systems, to the satisfaction of the City.
27. Prior to the signing of the final plan by the Director, the Owner shall obtain an approved Form 1 – Record of Watermains Authorized as a Future Alteration from the Director of Public Works for the water works in accordance with the Safe Water Drinking Act and the Environmental Protection Act.
28. Prior to the signing of the final plan by the Director, the Owner shall obtain an Environmental Compliance Approval (ECA) from the Ministry of the Environment and Climate Change for the municipal sewer works in accordance with the Ontario Water Resources Act and the Environmental Protection Act. The Subdivision Agreement shall reference the applicable ECA numbers.

## **Stormwater Management**

29. Prior to final approval and any on-site grading taking place, the Owner shall submit a stormwater management report for quantity and quality control, water balance, and phosphorus control, prepared by a qualified Professional Engineer in accordance with the applicable standards and guidelines to the satisfaction of the Kawartha Region Conservation Authority and the City. The report shall identify opportunities for Low Impact Development solutions applicable to the site specific conditions
30. Prior to final approval and any grading taking place, the Owner shall submit an erosion and sediment control plan detailing the measures that will be implemented before, during and after construction to minimize soil erosion and sedimentation prepared to the satisfaction of the Kawartha Region Conservation Authority and the City. The plan shall contain a proactive targeted multi-barrier approach with emphasis on erosion control.
31. That, the Condominium Agreement shall contain, among other matters, the following provision:
  - a) That, the Owner agrees to carry out the recommendations of the approved stormwater management report and the approved erosion and sediment control plan. The Agreement shall contain a reference to the plans and reports approved by the Kawartha Region Conservation Authority and the City.

- b) That, the Owner agrees to implement all erosion and sediment control structures in a functional manner prior to the site disturbance and maintain these structures operating in good repair during and after the construction period, until such time as all disturbed soil surfaces have become stabilized and/or revegetated.

### **Conditions for Fencing and Trail Connectivity Conditions**

- 32. The Condominium Agreement shall include provisions concerning fencing of the rear lot lines adjacent to the Victoria County Rail Trail with commercial grade black chain link fence.

### **Parkland**

- 33. The Owner agrees that the City, pursuant to subsection 51.1(3) of the Planning Act, accepts payment in lieu of the 5% conveyance of parkland. For the purpose of determining the amount of any such payment, the value of the land shall be determined by an accredited appraiser (CRA or AACI). The date of this appraisal shall be no later than the day before the date of the notice of decision to grant draft plan approval or the date of the most recent extension pursuant to subsection 51(33) of the Planning Act, to the approval of the draft plan of common element condominium. The City is not required to accept the appraisal report and reserves the right to have the appraisal report peer reviewed and to negotiate the cash-in-lieu payment.

### **Easements and Agency Specific Conditions**

- 34. That satisfactory arrangements, financial and otherwise, shall be made with Bell Canada for any Bell underground facilities serving the development.
- 35. That the Owner agrees in the Condominium Agreement with the City to grant Bell Canada any easements that may be required for telecommunication purposes.
- 36. That if there are any conflicts with existing Bell Canada facilities or easements, the Owner/developer shall be responsible for rearrangements or relocation.
- 37. That Owner shall agree in the Condominium 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.
- 38. The Owner is hereby advised that prior to commencing any work within the Plan, the Owner 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 Owner is hereby advised that the Owner may be required to pay for the connection to and/or extension of the existing communication / telecommunication infrastructure. If the Owner elects not to pay for such connection to and/or extension of the existing communication / telecommunication infrastructure, the Owner 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).

39. That prior to the signing of the final plan by the Director, the Owner shall satisfy all requirements, financial and otherwise, of the Hydro One Networks Inc.
40. That the Owner enters into a Condominium Servicing 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 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.
41. That the Condominium Agreement contain a provision to ensure that the Owner grade all boulevards to final pre-soil subgrade elevation 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 Consumer Gas.
42. The Owner will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes.
43. The Owner agrees in the Condominium Agreement, prior to offering any Blocks, Lots, dwellings, commercial units for sale, to display a map 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.
44. 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, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.
45. The Owner will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading is completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the dwellings / units are occupied.
46. The Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
  - 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).

### **Environmental Conditions**

47. The Owner shall follow the recommendations contained in the Phase I Environmental Site Assessment prepared by GHD and dated July 6, 2018 and



in the Phase II Environmental Site Assessment prepared by GHD and dated July 18, 2018.

48. Prior to the signing of the final plan by the Director, the Owner shall submit a Record of Site Condition (RSC) of the subject land, and written confirmation from a qualified professional that the recommendations of such RSC have been implemented and completed to the satisfaction of the MOECC.
49. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a detailed design submission of the final Stormwater Management system prepared by a qualified Professional Engineer in accordance with the applicable standards and guidelines to the satisfaction of the Kawartha Region Conservation Authority.
50. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a Final Grading Plan prepared by a qualified professional to the satisfaction of the Kawartha Conservation Authority.
51. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a Final Sediment and Erosion Control Plan prepared by a qualified professional to the satisfaction of the Kawartha Conservation. The Plan should detail the measures that will be implemented before, during, and after construction to minimize soil erosion and sedimentation;  
*Note: Kawartha Conservation supports a proactive multi-barrier approach to erosion and sediment control, with emphasis on erosion control rather than solely relying on sediment control measures (e.g., silt fence).*
52. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a phosphorus budget, showing a net-zero increase in phosphorus (pre-to-post development) loading from the site to the satisfaction of Kawartha Conservation.
53. That, the Condominium Agreement contain the following provisions:
  - a) That, the Owner agrees to carry out the recommendations of the approved Stormwater Management report, the approved Grading Plan and the approved Sediment and Erosion Control Plan (The Agreement shall contain a reference to the plans and reports approved by the Kawartha Conservation);
  - b) That, the Owner agrees to install all sediment and erosion control structures in a functional manner prior to the site disturbance, maintain these structures operating in good repair during and after the construction period, and continue to implement all sediment and erosion control measures until such time as the disturbed soil surfaces have become stabilized and/or revegetated; and,
  - c) That, the Owner agrees to apply to Kawartha Conservation separately for individual Permits for any dwelling units which are situated within Kawartha Conservation's regulated area.



## **Special Conditions**

54. The Owner shall carry out an Archeological Assessment of the subject property and mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archeological resources found. No grading, related to preparation of the site for the draft plan of subdivision, shall take place on the subject property prior to the approval authority and the Ministry of Culture confirming that all archeological resource concerns have met licensing and resource conservation requirements.
55. Prior to final approval, the Owner shall provide confirmation that Curve Lake First Nation accepts the Archeological Assessment of the subject property. No grading, related to preparation of the site for the draft plan of subdivision, shall take place on the subject property prior to receipt of said confirmation.
56. That the Condominium Agreement shall incorporate the requirements of the Fire Rescue Service with respect to Firebreak Criteria or through alternative design;
57. That subsequent to the execution of the Condominium Agreement by the Owner and prior to the signing of the final plan by the Director, the City Treasurer shall confirm in writing to the Director that all financial obligations and payments to the City, as set out in the Subdivision Agreement, in accordance with condition 2, have been satisfied including, but not limited to:
  - a) all applicable Development Charge payments in accordance with the requirements of all applicable Development Charge By-laws,
  - b) all applicable Capital Charge payments in accordance with the requirements of all applicable Capital Charge By-laws,
  - c) all applicable Local Improvement payments in accordance with the requirements of all applicable Local Improvement By-laws,
  - d) all applicable fees payable in accordance with the requirements of all applicable municipal by-laws, including fee by-laws,
  - e) the form and amount of the securities that the Owner is required to have posted to secure its obligations under the Subdivision Agreement, including the identification of any reduction in such securities that has already been incorporated into the Subdivision Agreement,
  - f) where there has been such a reduction in such securities, a Statutory Declaration submitted on behalf of the Owner confirming payment of all accounts for material, labour and equipment employed in the installation of the services on whose completion such reduction has been computed and applied, and
  - g) any financial obligations with which the Owner's compliance has been deferred or from which the Owner has been exempted pursuant to the terms of the Subdivision Agreement.

It is acknowledged that prior to the signing of the final plan by the Director, a copy of the Subdivision Agreement will be forwarded to Planning Advisory Committee for endorsement which will include a Planning Report along with the financial reporting as outlined above.

### **Clearance Conditions**

58. Prior to the signing of the final plan by the Director, the Owner will ensure that clearance letters from the appropriate authorities have been submitted to the Planning Division so as to confirm how the above noted conditions have been satisfied.
59. Prior to the signing of the final plan by the Director, the Development Services Division shall confirm that conditions 1 to 11 both inclusive, 15 to 19 both inclusive, 32 and 54 have been satisfied.
60. Prior to the signing of the final plan by the Director, the Engineering and Corporate Assets Division shall confirm that conditions 12 to 14 both inclusive, 20 to 31 both inclusive have been satisfied.
61. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Taxation and Revenue Division indicating how condition 57 has been satisfied.
62. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Kawartha Region Conservation Authority indicating how conditions 29 to 31 both inclusive and 47 to 53 both inclusive have been satisfied.
63. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Community Services Department indicating how condition 33 has been satisfied.
64. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from Bell Canada indicating how conditions 34 to 38 both inclusive have been satisfied.
65. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from Hydro One Networks Inc. indicating how conditions 39 and 40 have been satisfied.
66. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from Enbridge Consumer Gas indicating how condition 41 has been satisfied.
67. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Canada Post Corporation indicating how conditions 42 to 46 both inclusive have been satisfied.
68. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Curve Lake First Nations indicating how condition 55 has been satisfied.
69. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Fire Rescue Service indicating how condition 56 has been satisfied.

### **Part B – Lapsing Provision**

All conditions shall be fulfilled and satisfied, and final approval shall be given or this draft plan approval shall be deemed to have lapsed pursuant to the Planning Act,

R.S.O. 1990, as amended, after three (3) years from the date the Notice of Decision is sent out with respect to this draft approval.

A request for Draft Plan Approval extension should be made at least 60 days before the approval lapses as no extension can be given after the lapsing date. Draft Plan Approval extension requests shall include an evaluation of all engineering design and supporting documentation to ensure compliance or conformance with all current provincial and municipal guidelines and standards. Designs and reports shall be updated by the Owner as required, to the satisfaction of the City.

## **Notes to Draft Plan Approval of 16CD-19501 (D04-2019-001)**

### **1. Clearance Letters**

It is the Owner/applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters have been forwarded by the appropriate agencies / utility companies to the City of Kawartha Lakes to the attention of the Director of Development Services quoting the above noted file. For your information the following are the contacts:

Juan Rojas, Director  
Engineering and Corporate Assets  
Department  
City of Kawartha Lakes  
12 Peel Street  
Lindsay, ON K9V 3L8  
Tel: 705.324.9411 ext. 1151  
Fax: 705. 328.3122

Craig Shanks, Director  
Community Services Department  
City of Kawartha Lakes  
50 Wolfe Street,  
Lindsay, ON K9V 2J2  
Tel: 705.324.9411 ext. 1307  
Fax: 705.324.2051

Chris Marshall, Director  
Development Services Department  
City of Kawartha Lakes  
180 Kent Street West, 2<sup>nd</sup> Floor  
Lindsay, ON K9V 2Y6  
Tel: 705.324.9411 ext. 1239  
Fax: 705.324.4027

Ron Warne, Director of Planning,  
Development and Engineering  
Kawartha Conservation  
277 Kenrei Road,  
Lindsay, ON K9V 4R1  
Tel: 705.328-2271  
Fax: 705.328-2286

Bell Canada  
Right Of Way Control Centre  
100 Borough Drive, Floor 5  
Scarborough, ON M1P 4W2

Hydro One Networks Inc.  
45 Sarjeant Drive,  
Barrie, ON L4M 5N5

Corey Craney-Twolan  
Delivery Planning  
Canada Post Corporation  
P.O. Box 8037, Ottawa T CSC  
Ottawa, ON K1G 3H6

Enbridge Consumer Gas  
500 Consumers Road  
North York, ON M2J 1P8

### **2. Conveyances and 0.3 m. Reserves**

If land is to be conveyed to the City we suggest that the description of such parcels shall be by reference to either the Lot or Block on the Registered Plan or by Part on a Reference Plan of survey.

We further require the Owner give to the City an undertaking to deposit with the Clerk a properly executed copy of the conveyance concurrent with the registration of the final plan, as signed by the Director.

If a 0.3 m. reserve is required along the side of either an existing or proposed road allowance, the 0.3 m. reserve shall be placed inside the public road allowance – eg. the final public road allowance would be 20.3 m. and be comprised of two (2) parts, the 20.0 m. wide road allowance and the 0.3 m. reserve. The latter would be deeded to the City in trust.

**3. Lands Required to be Registered under Land Titles Act**

We suggest that you make yourself aware of section 144 of the Land Titles Act and subsection 78(10) of the Registry Act. Subsection 144(1) of the Land Titles Act requires that a plan of subdivision of land that is located in a land titles division be registered under the Land Titles Act. Exceptions to this provision are set out in subsection 144(2). Subsection 78(10) of the Registry Act requires that a plan of subdivision of land that is located only in a registry division cannot be registered under the Registry Act unless that title of the Owner of the land has been certified under the Certification of Titles Act. Exceptions to this provision are set out in clauses (b) and (c) of subsection 78(10).

**4. Sewage Works**

Approvals for sewage works are required under the Ontario Water Resources Act, R.S.O., 1990 as amended and the Environmental Protection Act, R.S.O., 1990 as amended.

**5. Water Works**

Water works shall meet the requirements of, and be approved by, the City of Kawartha Lakes Public Works Water and Waste Water Division, in accordance with the Safe Water Drinking Act, S.O. 2002 as amended and the Environmental Protection Act, R.S.O. 1990 as amended.

**6. Clearance of Conditions**

A copy of the Subdivision Agreement should be sent to public bodies with conditions covered under the Agreement. This will expedite clearance of the final plan. Please do not send a copy to the Ministry of Municipal Affairs.

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

## **Planning Advisory Committee Report**

**Report Number PLAN2019-072**

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**Meeting Date:**        **December 4, 2019**

**Regular Meeting**

**Title:**                Proposed Mixed-Use Residential and Commercial Plan of Subdivision for 563 Residential Units

**Description:**       Applications to amend the Town of Lindsay Official Plan and Zoning By-law, together with a Draft Plan of Subdivision (16T-18501) to permit a mixed-use residential and commercial plan of subdivision consisting of up to 815 residential units total: 394 lots for single detached dwellings; 32 blocks for 169 townhouse dwelling units; 2 blocks for future mixed-use residential and commercial developments with up to 252 residential units; 1 commercial block; 1 institutional block; 4 blocks for stormwater management facilities; 2 blocks for parks; 3 blocks for open space; 2 blocks for road widening; 1 utility block; and 1 retained commercial parcel on the property identified as Vacant Land on Colborne Street West, Lindsay (Lindsay 2017 Developments Inc.)

**Ward Number:**       **Ward 5 – Lindsay**

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

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**Recommendations:**

**That Report PLAN2019-072, Concession 4, Part of Lot 22, geographic Township of Ops; 57R-6839, Parts 1, 2 and 6 to 20, and Part of Parts 3 to 5, Former Town of Lindsay, Lindsay 2017 Developments Inc. – Applications D01-2018-005, D06-2018-026 and D05-2018-004, be received;**

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

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

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

**That** a By-law to implement the proposed Official Plan Amendment, substantially in the form attached as Appendix C to Report PLAN2019-072, be referred to Council for adoption;

**That** the zoning by-law amendment, substantially in the form attached as Appendix D to Report PLAN2019-072, be referred to Council for approval and adoption;

**That** the Draft Plan of Subdivision (16T-18501), Application D05-2018-004, as shown on Appendix B and the conditions substantially in the form attached as Appendix E to Report PLAN2019-072, be approved and adopted by Council;

**That** in accordance with Section 34(17) of the Planning Act, Council having considered the changes to the proposed Zoning By-law Amendment deems no further public notice to be necessary; and

**That** the Mayor and Clerk be authorized to execute any documents required by the approval of these applications.

### **Background:**

The statutory public meeting was held by the Planning Advisory Committee on February 6, 2019 and following resolution was passed:

#### **PAC2019-008**

**Moved By** J. Willock

**Seconded By** Mayor Letham

**That** Report PLAN2019-007, **Part of Lot 22, Concession 4, Former Town of Lindsay, Lindsay 2017 Developments Inc. – Applications D01-2018-005, D06-2018-026 and D05-2018-004**, be received; and

**That** PLAN2019-007 respecting Applications D01-2018-005, D06-2018-026 and D05-2018-004 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.

**CARRIED**

This report addresses that direction.

The applicant has submitted three concurrent applications which apply to a portion of the subject land: a draft plan of subdivision; an official plan amendment; and a zoning by-law amendment. Based on public and agency review and comment, minor amendments have been made to the applications. The applications together propose to permit a mixed use residential and commercial plan of subdivision consisting of 563 residential units, and potentially

an additional 252 residential units as part of a future mixed-use development for up to 815 residential units as follows: 394 lots for single detached dwellings; 32 blocks for 169 townhouse dwelling units; and 2 blocks for future mixed-use residential and commercial developments consisting of up to 252 residential units. In addition, the remainder of the subdivision will consist of: 1 commercial block; 1 institutional block for an elementary school; 4 blocks for stormwater management facilities; 2 blocks for parks; 3 blocks for open space; 2 blocks for road widening along Colborne Street West and Highway 35; 1 utility block for a municipal pump station; and 1 retained commercial parcel. The lots and blocks will be serviced by full urban municipal services with access via an extension of St. Joseph Road and sixteen (16) new streets, including two new collector streets: Street A, which intersects with Colborne Street West and will continue into the developments to the north; and Street D, which intersects with Highway 35 and the St. Joseph Road extension.

Owner:	Lindsay 2017 Developments Inc. c/o Teresa Salazar								
Applicant:	D.G. Biddle & Associates Limited c/o Michael Fry								
Legal Description:	57R-6839 Parts 1, 2, and 6 to 20, and Part of Parts 3 to 5, Part of Lot 22, Concession 4, Geographic Township of Ops, former Town of Lindsay								
Designation:	General Commercial, Local Commercial, Residential, Future Residential, Institutions and Community Facilities, and Parks and Open Space on Schedule JC2 of the Town of Lindsay Official Plan. The land contains Airport Obstacle Restrictions as shown on Schedule JC4 of the Town of Lindsay Official Plan.								
Zone:	General Commercial Special Nine – Holding One [GC-S9(H1)] Zone, Residential One (R1) Zone, and Future Community Development (FCD) Zone on Schedule A of the Town of Lindsay Zoning By-law Number 2000-75								
Lot Area:	57.67 hectares [143.08 acres – MPAC]								
Site Servicing:	Full urban services: municipal water, sanitary sewer, stormwater management ponds, streetlights, sidewalks, curbs.								
Existing Uses:	Vacant Land								
Adjacent Uses:	<table border="0"> <tr> <td style="vertical-align: top;">North:</td> <td>Agricultural (Vacant Future Development Land)</td> </tr> <tr> <td style="vertical-align: top;">East:</td> <td>Low Density Residential; Municipal Park (Auden Park)</td> </tr> <tr> <td style="vertical-align: top;">South:</td> <td>Colborne Street West; Municipal Parks (Wilson Fields and Optimist Park)</td> </tr> <tr> <td style="vertical-align: top;">West:</td> <td>Highway 35; Vacant Agricultural and Kawartha Lakes Municipal Airport</td> </tr> </table>	North:	Agricultural (Vacant Future Development Land)	East:	Low Density Residential; Municipal Park (Auden Park)	South:	Colborne Street West; Municipal Parks (Wilson Fields and Optimist Park)	West:	Highway 35; Vacant Agricultural and Kawartha Lakes Municipal Airport
North:	Agricultural (Vacant Future Development Land)								
East:	Low Density Residential; Municipal Park (Auden Park)								
South:	Colborne Street West; Municipal Parks (Wilson Fields and Optimist Park)								
West:	Highway 35; Vacant Agricultural and Kawartha Lakes Municipal Airport								

## **Rationale:**

The property is located at the northeast intersection of Colborne Street West and Highway 35 in the Jennings Creek Community Development Plan (JCCDP) Area in the northwest quadrant of Lindsay. See Appendix A. The subject land includes proposed low and medium density residential development, future mixed-use residential and commercial, institutional, commercial, and open space properties, serviced by a number of new municipal roads. The draft plan of subdivision will create the lots, blocks, and streets which form the development, and will apply to a portion of the property, excluding the retained lands, shown as Additional Lands Owned by Applicant to the west of Street A and south of Street B. See Appendix B.

The official plan amendment proposes to remove the Local Commercial designation from the property, currently located at the northwest intersection of St. Joseph Road and Colborne Street West; and to reconfigure portions of the remaining land use designations to correspond with the proposed draft plan of subdivision. Only those land use designations which are being reconfigured or removed are the subject of the official plan amendment. See Appendix C.

The companion zoning by-law amendment proposes that the existing Residential One (R1) Zone at the northeast corner of the property will be changed to the Residential Three Special Eighteen (R3-S18) Zone and Parks and Open Space (OS) Zone; a portion of the General Commercial Special Nine Holding [GC-S9(H)] Zone affecting Blocks 436 and 441 will be changed to the Parks and Open Space Special Seven (OS-S7) Zone and Future Residential (FR) Zone respectively; and the Future Community Development (FCD) Zone will be changed to the appropriate residential, future residential, institutional, and parks and open space zone categories to correspond with the reconfigured land use designations and proposed plan of subdivision. Further details of the proposed zone changes are provided in the table under the heading Zoning By-law Compliance below. Only the land use permissions which are being reconfigured or changed are the subject of the zoning by-law amendment. See Appendix D.

To address issues and concerns raised through the public process and by the circulated commenting agencies and City Departments, the following changes and/or additional information have been provided:

### **Noise:**

- 2 draft noise studies have been prepared:
  - The first noise study assesses the impacts of the noise emitted by the traffic and commercial uses on the proposed residential development; and
  - The second noise study assesses the noise impacts of the Kawartha Lakes Municipal Airport (the Airport) on the residential development. This includes developing the Noise Exposure Forecasts (NEF)



contours for the Airport. The second study must be reviewed and approved by Transport Canada (TC).

- The purpose of the NEF contours is to determine what impact, if any, the Airport will have on the residential component of the subdivision, and any future residential subdivisions in proximity to the Airport;
- Mitigation measures have been proposed, based on the initial findings of the draft studies;
- The draft studies will be finalized prior to registration of the subdivision agreement for any residential phases;
- Confirmation of noise levels and mitigation, if necessary, will be required and handled through the subdivision agreement at each phase.

**Traffic:**

- The ultimate land requirements for the widening of Highway 35 have been determined by the Ministry of Transportation Ontario (MTO). A block will be dedicated to MTO for future widening of Highway 35;
- In addition, a block will be provided to the City for the future widening of Colborne Street West;
- Draft plan conditions are included in the Conditions of Draft Plan Approval to protect the MTO's interest for the ability to cost-share the future upgrades of Highway 35 with all new developments in the JCCDP Area;
- Even though the Lindsay Official Plan policies permit the connection of local roads to the existing Walker Street, the extension of Walker Street has been removed from this plan based on public comments.

**Servicing:**

- Further design details have been confirmed for the development to ensure the adequate services can be constructed.

**Planning:**

- Considerations have been made to the design of the commercial block, to prevent the existing permitted commercial land uses from conflicting with the nearby Airport;
- Active transportation has been accommodated and designed through the development, to provide a variety of options and connectivity for residents. The multi-use trails, bike lanes, and sidewalks will connect with the proposed new developments to the north, with Wilson Fields, and with the proposed new multi-use trail on the south side of Colborne Street West, when the road is reconstructed in the future;
- In accordance with the Lindsay Official Plan policies, the residential portion of the subdivision has been designed to be constructed in phases, containing no more than 100 residential units per phase. A draft plan

condition is included in the Conditions of Draft Plan Approval to ensure no more than 100 residential units are approved at each phase. See Appendix E;

- A Holding (H) provision has been recommended for each property that does not constitute part of the first phase of draft plan approval. An application to Council to remove the Holding (H) provision must be made by the developer at each phase, upon entering into a subdivision agreement with the City.

## **Provincial Policies:**

Staff have reviewed the amended Planning Justification Report (PJR) prepared by D.G. Biddle & Associates Limited and submitted in support of the applications, and accepts the planning rationale contained in the report with respect to the Growth Plan for the Greater Golden Horseshoe and the Provincial Policy Statement, as noted below.

### **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 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.

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 already expended significant cost in providing servicing to the JCCDP area in anticipation of development of these lands, which will be cost-recovered as development proceeds 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.

Section 2.2.7 of the Growth Plan requires new greenfield development to be planned, designated, zoned, and designed to support complete communities, active transportation, and encourage the integration and sustained viability of transit services. Active transportation measures have been included throughout the design, and transit services will be integrated into the development. Within the horizon of the Growth Plan, the City will plan to achieve a density target of not less than 40 persons and jobs combined per hectare. According to the PJR,

the proposed development provides a density of 38.5 persons and jobs per hectare, however, there could potentially be additional residential dwelling units considered in the future, depending on whether the elementary school is required within this development. Additionally, the density target of 40 persons and jobs per hectare will apply to the entire JCCDP, which includes additional development land not part of this development.

On that basis, the official plan amendment, zoning by-law amendment and recommended draft plan conditions conform to the 2019 Growth Plan.

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

The Provincial Policy Statement (PPS) provides for appropriate development while protecting resources of provincial interest, public health and safety, and the quality of the natural environment. The PPS requires planning authorities to manage and direct land use to achieve efficient and resilient development and land use patterns. 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.

Staff reviewed the PJR prepared in support of the applications, and circulated the required technical reports to the appropriate agencies and City departments. Staff is supportive of creating a mix of low and medium density residential development on this site. Staff agrees that the proposal promotes efficient development and land use patterns, and cost-effective development standards to minimize land consumption and support compact urban form. This development will also allow the City to recuperate the respective portion of the costs allocated to the construction of the North West Trunk (NWT) Sewer. The official plan amendment, zoning by-law amendment and recommended draft plan conditions are consistent with the PPS.

### **Official Plan Conformity:**

The City of Kawartha Lakes Official Plan (City Official Plan) was adopted by Council in September 2010 and approved by the Minister of Municipal Affairs and Housing (MMAH) in 2012. The City Official Plan included the subject property within the Urban Settlement Boundary of Lindsay as recommended by the Growth Management Study (GMS). In 2012, the GMS was updated to allocate 1,000 residential units as Residential Greenfield. The Lindsay Secondary Plan (LSP) was adopted by Council in June 2017 and is currently under appeal to the Local Planning Appeal Tribunal (LPAT). Due to the appeals, the subject land

remains under the jurisdiction of the Town of Lindsay Official Plan (Lindsay Official Plan), where the subject land is within the Urban Settlement Boundary for Lindsay and may be considered for development under the Growth Management policies contained in the City Official Plan.

Section 3.1 of the Lindsay Official Plan speaks to environmental constraints that influence the ultimate form and structure of Lindsay. No environmental constraints are shown on Schedule D – Natural Environmental Considerations of the Lindsay Official Plan.

In accordance with Sections 2.7.2.2 and 2.7.2.3 of the JCCDP, and Sections 4.1.2.1 and 4.1.2.2 respectively of the Lindsay Official Plan, the proposed development maintains the criteria for the respective low and medium density residential developments such as density, height, and character of the development, access to arterial or collector roads, adequate water and sewer servicing, and access to parks. In accordance with Sections 2.7.5.2 and 2.7.6.1 of the JCCDP, the exact locations, configurations, and boundaries of the elementary school sites and neighbourhood parks respectively shall be determined through the subdivision process.

The transportation network has been designed in accordance with Section 2.8 of the JCCDP, as shown on Schedule JC3 – Infrastructure Plan. The road network and the walking and cycling networks in the proposed development have been designed in accordance with Section 2.8.1 and 2.8.2 respectively.

In accordance with Section 2.8.3 of the JCCDP, the applicant has retained Jade Acoustics Inc. to determine the Noise Exposure Forecasts (NEF) for the Airport. A draft noise study has also been completed for the commercial development, and provided mitigation measures for both the Airport and commercial noise. The draft reports will be finalized prior to the registration of any phase of the subdivision which includes residential uses. In addition, the City's Engineering and Corporate Assets Department has refined the height restrictions mapping for the Airport, to prevent obstacles from penetrating into Airport operating areas, as shown on Schedule JC4 – Airport Obstacle Restrictions of the Lindsay Official Plan.

Section 5.2.2 of the Lindsay Official Plan contains policies to support sequential and orderly development. This will be accomplished by:

- Only granting planning approvals to those lands, which are likely to develop within three (3) years from the time that the original planning application was approved; and
- Limiting the total number of units to which planning approvals can be granted at a time to generally not greater than 100 residential units, unless the applicant/owner can justify market support above the 100 unit provision.

Staff acknowledges that the Planning Act limits draft plan approval to three (3) years and recommends a draft plan condition that each Phase of residential development be limited to 100 units. See Appendix E.

Within the Lindsay Official Plan, development of this land is subject to the JCCDP policies. The lands are currently designated General Commercial, Local Commercial, Residential, Future Residential, Institutions and Community Facilities, and Parks and Open Space on Schedule JC2 of the Lindsay Official Plan. This proposal removes the Local Commercial designation entirely from this property, and reconfigures the remaining designations to align with the proposed land uses in conjunction with the proposed subdivision.

For clarity, the land use designations apply to the land uses in the following table:

<b>Land Use Designation:</b>	<b>Proposed Land Uses:</b>
Residential	<ul style="list-style-type: none"> <li>• A variety of low and medium density dwelling types</li> <li>• Includes single detached dwellings (low density), row or block townhouse dwellings (medium density), and includes a home occupation in a dwelling</li> <li>• Applies to the residential lots being created</li> </ul>
Future Residential	<ul style="list-style-type: none"> <li>• Primarily uses which existed as of the date of adoption of the JCCDP, and non-intensive agricultural uses, reforestation, public utilities and stormwater management facilities</li> <li>• Applies to the two future potential mixed use blocks</li> </ul>
Parks and Open Space	<ul style="list-style-type: none"> <li>• Primarily for the preservation and conservation of land and/or environment</li> <li>• Includes floodplain lands, parks, and low intensity recreational uses</li> <li>• Applies to the stormwater ponds, trails, and parks</li> </ul>
Institutions and Community Facilities	<ul style="list-style-type: none"> <li>• Only permits one elementary school site</li> <li>• Applies to the future potential elementary school site</li> </ul>
General Commercial	<ul style="list-style-type: none"> <li>• Primarily for retail establishments and commercial uses that are destination-oriented and intended to serve the travelling public</li> <li>• Includes eating establishments and large format retail uses (single or multiple businesses in excess of 3,000 square metres gross leasable floor space, engaged in retailing or wholesaling of goods, requiring large sites)</li> <li>• A portion of the existing designation is being removed from this property</li> </ul>
Local Commercial	<ul style="list-style-type: none"> <li>• Primarily for local commercial service uses serving the daily needs of the surrounding neighbourhood</li> <li>• The entire existing designation is being removed from this property</li> </ul>

Some portions of the Residential and General Commercial designations are not changing and as such, those portions of the property are not subject to the Official Plan Amendment (OPA) application.

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

The lot is currently zoned General Commercial Special Nine – Holding One [GC-S9(H1)] Zone; Residential One (R1) Zone; and Future Community Development (FCD) Zone in the Town of Lindsay Zoning By-law 2000-75 (Zoning By-law). The GC-S9(H1) zone permits all uses in the General Commercial (GC) Zone, in addition to the following:

- an animal hospital;
- artist's supply establishment;
- florist;
- a department store;
- a home improvement store; and
- an optical establishment

The proposal does not change any of the uses permitted or the development standards in the GC-S9(H1) zone, but does remove a portion of the zone by converting it to the Parks and Open Space Special Seven (OS-S7) Zone and the Future Residential (FR) Zone. The FCD zone is changing to the appropriate residential, future residential, institutional, and parks and open space zone categories, to correspond with the proposed OPA and draft plan of subdivision. The existing R1 zone at the northeast corner of the development is changing to the Parks and Open Space (OS) Zone for a park block, and the Residential Three Special Eighteen – Holding [R3-S18(H)] Zone for residential development.

For clarity, the proposed changes are shown in the following table:

<b>Current Zone Category:</b>	<b>Proposed Zone Categories:</b>
The existing FCD zone	<ul style="list-style-type: none"> <li>• Parks and Open Space (OS) Zone;</li> <li>• Parks and Open Space Special Seven (OS-S7) Zone;</li> <li>• Parks and Open Space Special Eight (OS-S8) Zone;</li> <li>• Residential One Special Twenty-One (R1-S21) Zone;</li> <li>• Residential Three Special Eighteen (R3-S18) Zone;</li> <li>• Residential Three Special Nineteen (R3-S19) Zone;</li> <li>• Residential Three Special Twenty (R3-S20) Zone;</li> <li>• Residential Multiple One Special Twenty-Two (RM1-S22) Zone;</li> <li>• Residential Multiple One Special Twenty-Three (RM1-S23) Zone;</li> <li>• Community Facility Special Seven (CF-S7) Zone; and</li> <li>• A Holding (H) Provision applied as appropriate.</li> </ul>

<b>Current Zone Category:</b>	<b>Proposed Zone Categories:</b>
The existing R1 zone	<ul style="list-style-type: none"> <li>• Parks and Open Space (OS) Zone;</li> <li>• Residential Three Special Eighteen (R3-S18) Zone; and</li> <li>• A Holding (H) Provision applied as appropriate.</li> </ul>
A portion of the GC-S9(H1) zone	<ul style="list-style-type: none"> <li>• Future Residential (FR) Zone;</li> <li>• Parks and Open Space Special Seven (OS-S7) Zone</li> </ul>

Under a comprehensive zoning review, exceptions are required to address specific details of the proposed development. For the residential zones, the exceptions apply to exempt any of the lots from Section 5.12 j) v. of the Zoning By-law, which requires a minimum 15 metre setback between any driveway and a street intersection. The purpose of this provision is to provide a minimum setback for commercial, industrial, and larger scale residential developments, such as an apartment building. Additionally, for the R1-S21 zone, it will also allow bay windows to project up to 0.6 metres into any yard. The R3-S19 zone applies to one proposed lot, to reduce setbacks due to the lot's configuration.

The CF-S7 zone will limit the uses to an elementary school and provide the maximum height of buildings, in accordance with the Lindsay Official Plan policies. The OS-S7 zone provides that the lands may be used for stormwater management facilities, and the OS-S8 zone provides that the land may be used for public infrastructure, being the pump station. A holding (H) provision has been applied to the CF-S7 lot and all residential lots which are not part of the first phase of the development. The applicant will apply to Council to remove the holding (H) provision at each phase of the development, once a subdivision agreement has been entered into for that respective phase.

As noted in the table above, only a portion of the GC-S9(H1) zone is proposed to be rezoned. The portion which is not proposed to be rezoned does not constitute part of the Zoning By-law amendment application. The Zoning By-law amendment and recommended conditions of draft plan of subdivision will comply with the Zoning By-law.

### **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 Recommendation(s) 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 all three strategic goals. The proposal seeks to create a future block for new commercial uses and two new mixed use blocks for up to 252 residential units; to create 563 residential units which will increase the supply of affordable housing, create a new neighbourhood, and provide for walkability and connectivity to Auden Park, Wilson Fields and Optimist Soccer Park; 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 Agreements, and permits issued under the Ontario Building Code (OBC).

## **Servicing Comments:**

The property is currently not serviced, and is proposed to be constructed on full urban municipal services, including water, sanitary sewer, stormwater management ponds, streetlights, sidewalks, etc. The Functional Servicing and Stormwater Management Report was circulated to the Engineering and Corporate Assets Department for review and comment. Comments received indicate there is no objection to the proposed OPA and ZBA to permit the development, and no objection to the proposed draft plan of subdivision. Engineering has provided draft plan conditions that will be embedded into the subdivision agreement and that will be reviewed and approved through the detailed design phase of the proposed development. See Appendix E.

As the proposed development is North West Trunk (NWT) dependent, staff recommends a draft plan condition that payment of the applicable NWT Capital Charge has been addressed in the associated subdivision agreement. See Appendix E.

## **Consultations:**

No further consultations were considered at this time.



## **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. Those agencies and City Departments have provided draft plan conditions for the draft plan of subdivision. The applications conform to the 2019 Growth Plan, and are consistent with the 2014 PPS. Conformity with the Lindsay Official Plan has also been demonstrated. The rezoning will establish the development standards to implement the draft plan of subdivision.

## **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 along with the Plan of Subdivision (16T-18501) application together with the draft plan conditions be referred to Council for **approval**.

## **Attachments:**

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

### **Appendix A – Location Map**



PLAN2019-072  
Appendix A.pdf

### **Appendix B – Proposed Draft Plan of Subdivision**



PLAN2019-072  
Appendix B.pdf

### **Appendix C – Proposed Official Plan Amendment**



PLAN2019-072  
Appendix C.pdf

### **Appendix D – Proposed Zoning By-law Amendment**



PLAN2019-072  
Appendix D.pdf

## Appendix E – Proposed Draft Plan of Subdivision Conditions



PLAN2019-072  
Appendix E.pdf

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**Department Head E-Mail:** [cmarshall@kawarthalakes.ca](mailto:cmarshall@kawarthalakes.ca)  
**Department Head:** Chris Marshall, Director, Development Services  
**Department File:** D01-2018-005, D06-2018-026 and D05-2018-004

APPENDIX " A " to  
REPORT PLAN 2019-072  
D01-2018-005, D06-2018-024  
FILE NO. + D05-2018-004

Geographic Township of Ops

HWY NO. 35

'LINDSAY'

SUBJECT  
LAND

COLBORNE ST W

'Wilson Fields'

ST JOSEPH RD

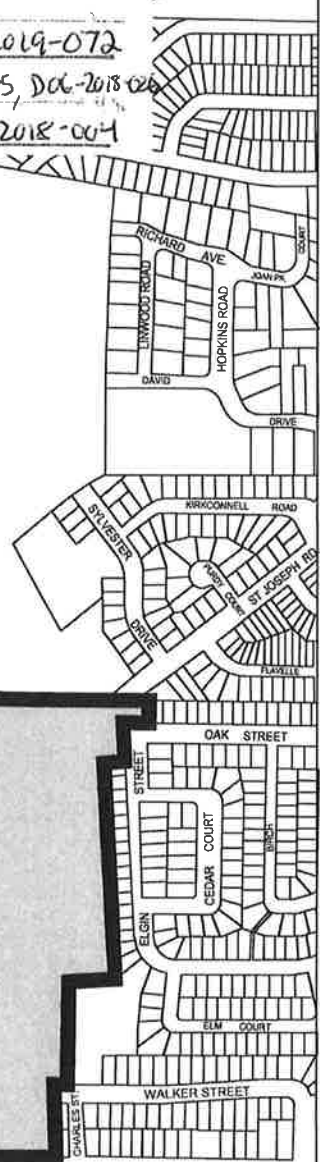
'Court House'

'Loblaws'

'Whitney Town Centre'

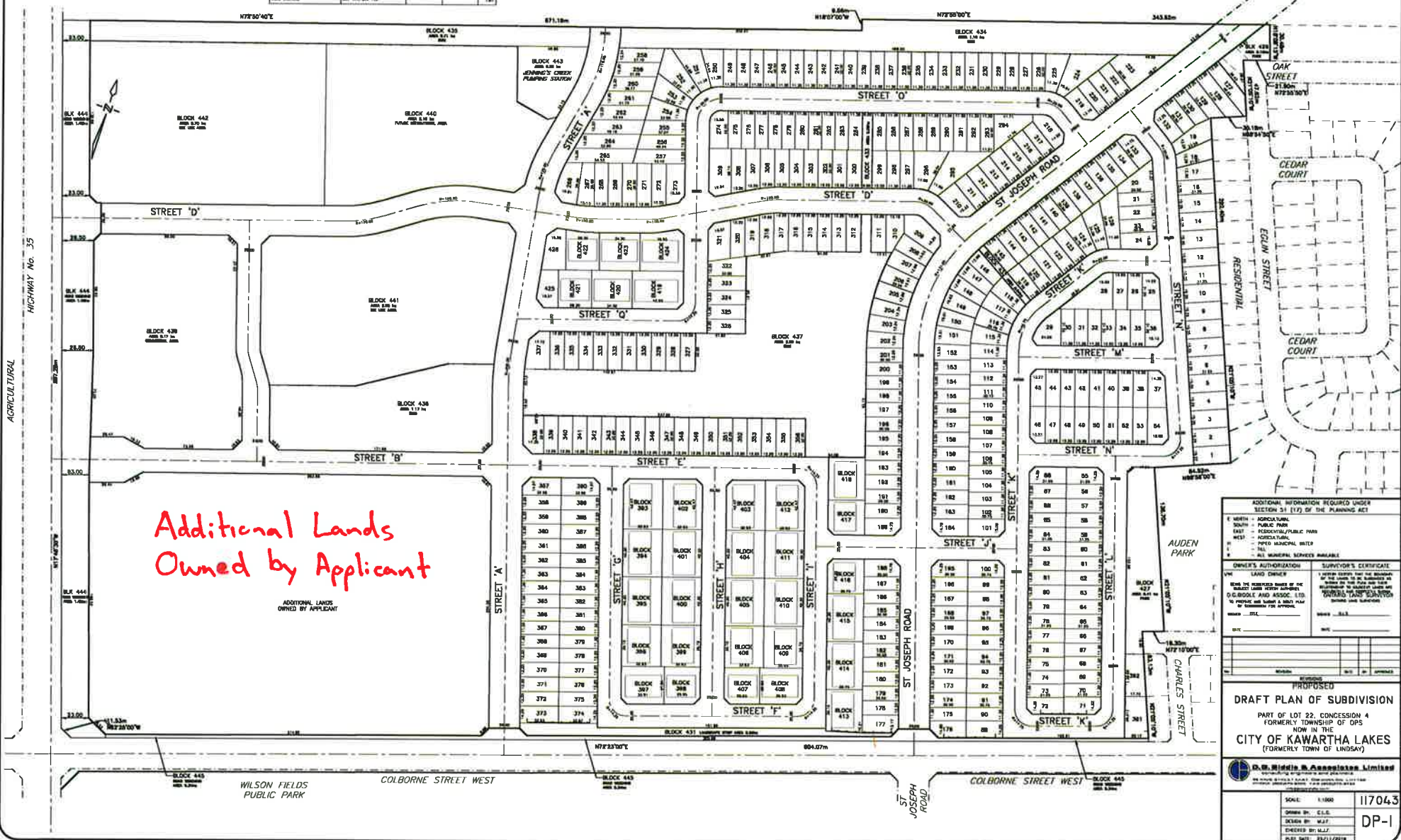
KENT STREET WEST

HARVEST STREET



LAND USE SCHEDULE					LAND USE SCHEDULE				
PROPOSED USE	LOT/BLOCK #	# OF LOT/BLOCKS	MAX/HW # OF UNITS	AREA (sq)	PROPOSED USE	LOT/BLOCK #	# OF LOT/BLOCKS	MAX/HW # OF UNITS	AREA (sq)
LOW-DENSITY RESIDENTIAL					SINGLE-FAMILY RESIDENTIAL				
SINGLE-DWELLING (1.00-0.99)	22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	132	132	5.29	PLAN	BLK 101-102	2	2	0.51
					OPEN SPACE/RECREATION	BLK 103-104	2	2	0.51
					COMMERCIAL	BLK 105-106	2	2	0.51
					INDUSTRIAL	BLK 107-108	2	2	0.51
					OFFICE/INSTITUTIONAL USE	BLK 109-110	2	2	0.51
					RECREATION	BLK 111-112	2	2	0.51
					RECREATION	BLK 113-114	2	2	0.51
					RECREATION	BLK 115-116	2	2	0.51
					RECREATION	BLK 117-118	2	2	0.51
					RECREATION	BLK 119-120	2	2	0.51
					RECREATION	BLK 121-122	2	2	0.51
					RECREATION	BLK 123-124	2	2	0.51
					RECREATION	BLK 125-126	2	2	0.51
					RECREATION	BLK 127-128	2	2	0.51
					RECREATION	BLK 129-130	2	2	0.51
					RECREATION	BLK 131-132	2	2	0.51
					RECREATION	BLK 133-134	2	2	0.51
					RECREATION	BLK 135-136	2	2	0.51
					RECREATION	BLK 137-138	2	2	0.51
					RECREATION	BLK 139-140	2	2	0.51
					RECREATION	BLK 141-142	2	2	0.51
					RECREATION	BLK 143-144	2	2	0.51
					RECREATION	BLK 145-146	2	2	0.51
					RECREATION	BLK 147-148	2	2	0.51
					RECREATION	BLK 149-150	2	2	0.51
					RECREATION	BLK 151-152	2	2	0.51
					RECREATION	BLK 153-154	2	2	0.51
					RECREATION	BLK 155-156	2	2	0.51
					RECREATION	BLK 157-158	2	2	0.51
					RECREATION	BLK 159-160	2	2	0.51
					RECREATION	BLK 161-162	2	2	0.51
					RECREATION	BLK 163-164	2	2	0.51
					RECREATION	BLK 165-166	2	2	0.51
					RECREATION	BLK 167-168	2	2	0.51
					RECREATION	BLK 169-170	2	2	0.51
					RECREATION	BLK 171-172	2	2	0.51
					RECREATION	BLK 173-174	2	2	0.51
					RECREATION	BLK 175-176	2	2	0.51
					RECREATION	BLK 177-178	2	2	0.51
					RECREATION	BLK 179-180	2	2	0.51
					RECREATION	BLK 181-182	2	2	0.51
					RECREATION	BLK 183-184	2	2	0.51
					RECREATION	BLK 185-186	2	2	0.51

APPENDIX " B " 1  
to 2  
REPORT PLAN2019-072  
D01-2018-005, D06-2018-026  
FILE NO. +D05-2018-004



**The Corporation of the City of Kawartha Lakes**  
**By-Law 2019 -**

**A By-Law to Amend the Town of Lindsay Official Plan to Re-designate  
Land within the City of Kawartha Lakes**

[File D01-2018-005, Report PLAN2019-072, respecting a portion of Concession 4, Part of Lot 22, geographic Township of Ops; 57R-6839, Parts 1, 2 and 6 to 20, and Part of Parts 3 to 5, Former Town of Lindsay, Vacant Land on Colborne Street West – Lindsay 2017 Developments Inc.]

**Recitals:**

1. Sections 17 and 22 of the Planning Act, R.S.O. 1990, c. P.13, authorize Council to consider the adoption of an amendment to an Official Plan.
2. Council has received an application to amend the Town of Lindsay Official Plan to amend Schedule 'JC2' to permit a mixed use commercial and residential plan of subdivision consisting of three hundred ninety-four (394) residential lots for single detached dwellings; thirty-two (32) blocks for one hundred and sixty-nine (169) townhouse dwellings; and two (2) blocks for up to two hundred fifty-two (252) dwelling units by plan of subdivision under Section 50 of the Planning Act to the property known municipally as Vacant Land on Colborne Street West.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to adopt Official Plan Amendment Number 54.

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

**Section 1:00 Official Plan Amendment Details**

- 1.01 **Property Affected:** The property affected by this By-law is described as a portion of Concession 4 Part of Lot 22 geographic Township of Ops; 57R-6839 Parts 1 2 and 6 to 20 and Part Parts 3 to 5, former Town of Lindsay, now in the City of Kawartha Lakes, Vacant Land on Colborne Street West.
- 1.02 **Amendment:** Amendment No. 54 to the Town of Lindsay Official Plan, attached hereto as Schedule 'A' and forming a part of this By-law is hereby adopted.

**Section 2:00 Effective Date**

- 2.01 **Force and Effect:** This By-law shall come into force and take effect on the date it is finally passed, subject to the approval of the City of Kawartha Lakes in accordance with the provisions of Section 17 and 22 of the Planning Act, R. S. O. 1990, c. P.13. Notwithstanding the subsequent coming into force of the Lindsay Secondary Plan, adopted by Council on June 27, 2017, this by-law continues to be in force and effect.

By-law read a first, second and third time, and finally passed, this \*\* day of \_\_\_\_\_, <sup>C</sup> 2/5  
2019.

PLAN 2019-072

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

## **Schedule 'A' to By-law No. 2019-\*\*\***

The Corporation of the City of Kawartha Lakes

### **Amendment No. 54 To The Official Plan – The Town of Lindsay**

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3/5  
PLAN 2019-072

#### **Part A – The Preamble**

##### **A. Purpose**

The purpose of the official plan amendment is to change the land use designations on Schedule 'JC2' of the Town of Lindsay Official Plan on the property to remove the 'Local Commercial' designation, reduce the 'General Commercial' designation, and reconfigure the location of the remaining land use designations. The land is also subject to an Application for Zoning By-law Amendment and a Draft Plan of Subdivision.

The effect of the change is to permit the creation of a mixed use commercial and residential plan of subdivision consisting of 394 lots for single detached dwellings; 32 blocks for 169 townhouse dwellings; and 2 blocks for up to 252 residential dwelling units.

##### **B. Location**

The subject land has a lot area of approximately 57.67 hectares and is located on the north side of Colborne Street West, on the east side of Highway 35 in the former Town of Lindsay, now City of Kawartha Lakes. The subject property is located adjacent to a residential area with single detached dwellings. While the land to the north of the proposed development is vacant, it is located within the Urban Settlement Boundary for Lindsay and will be considered for future development. The subject property is currently vacant.

The property is legally described as a portion of Concession 4, Part of Lot 22, geographic Township of Ops; 57R-6839, Parts 1, 2 and 6 to 20, and Part of Parts 3 to 5, Former Town of Lindsay, now City of Kawartha Lakes and identified as Vacant Land on Colborne Street West.

##### **C. Basis**

Council has enacted this official plan amendment in response to an application submitted by D.G. Biddle & Associates Limited on behalf of Lindsay 2017 Developments Inc. to permit the creation of a mixed use plan of subdivision consisting of 394 lots for single detached dwellings, 32 blocks for 169 townhouse dwellings, and 2 blocks for up to 252 dwelling units on a portion of the subject land. The proposed development also includes the extension of St. Joseph Road and a new road network, and the creation of blocks for parks, stormwater facilities, a municipal pump station, an elementary school, and trails.

The land is designated 'Residential', 'Future Residential', 'General Commercial', 'Local Commercial', 'Parks and Open Spaces', and 'Institutions and Community Facilities' as shown on Schedule 'JC2' of the Town of Lindsay Official Plan. The



land is also subject to an Application for Zoning By-law Amendment and Draft Plan of Subdivision.

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4/5

The proposed use and amendment to the Town of Lindsay Official Plan are justified and represent good planning for the following reasons:

PLAN2019-072

1. The proposed development conforms to relevant provincial policy documents being the Growth Plan for the Greater Golden Horseshoe and is consistent with the Provincial Policy Statement.
2. The proposed development conforms to the goals and objectives of the 'Residential', 'Future Residential', 'General Commercial', 'Parks and Open Spaces', and 'Institutions and Community Facilities' designations as set out in the Town of Lindsay Official Plan.
3. The site concept is compatible and integrates well with the surrounding area.
4. The applicant has submitted the selected background reports as set out in the Town of Lindsay Official Plan to demonstrate the appropriateness of the proposed development with respect to servicing, traffic, noise, and the protection of the environment.

## **Part B - The Amendment**

### **D. Introductory Statement**

All of this part of the document entitled Part B – The Amendment, consisting of the following text and the attached map constitutes Amendment No. 54 to the Town of Lindsay Official Plan.

### **E. Details of the Amendment**

1. Schedule 'JC2' of the Town of Lindsay Official Plan is hereby amended by changing the land use designation from the 'Residential', 'Future Residential', 'Institutions and Community Facility', and 'General Commercial' designations to the 'Parks and Open Space' designation as shown on Map 'A' as 'Land to be Redesignated Parks and Open Space'; from the 'Institutions and Community Facility', 'Parks and Open Space', and 'Local Commercial' designations to the 'Residential' designation as shown on Map 'A' as 'Land to be Redesignated Residential'; from the 'Future Residential' designation to the 'Institutions and Community Facility' designation as shown on Map 'A' as 'Land to be Redesignated Institutions and Community Facility'; and from the 'General Commercial' designation to the 'Future Residential' designation as shown on Map 'A' as 'Land to be Redesignated Future Residential'.

### **F. Implementation and Interpretation**

The implementation and interpretation of this amendment shall be in accordance with the relevant policies of the Official Plan.



THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

Map 'A' to Amendment No. 54

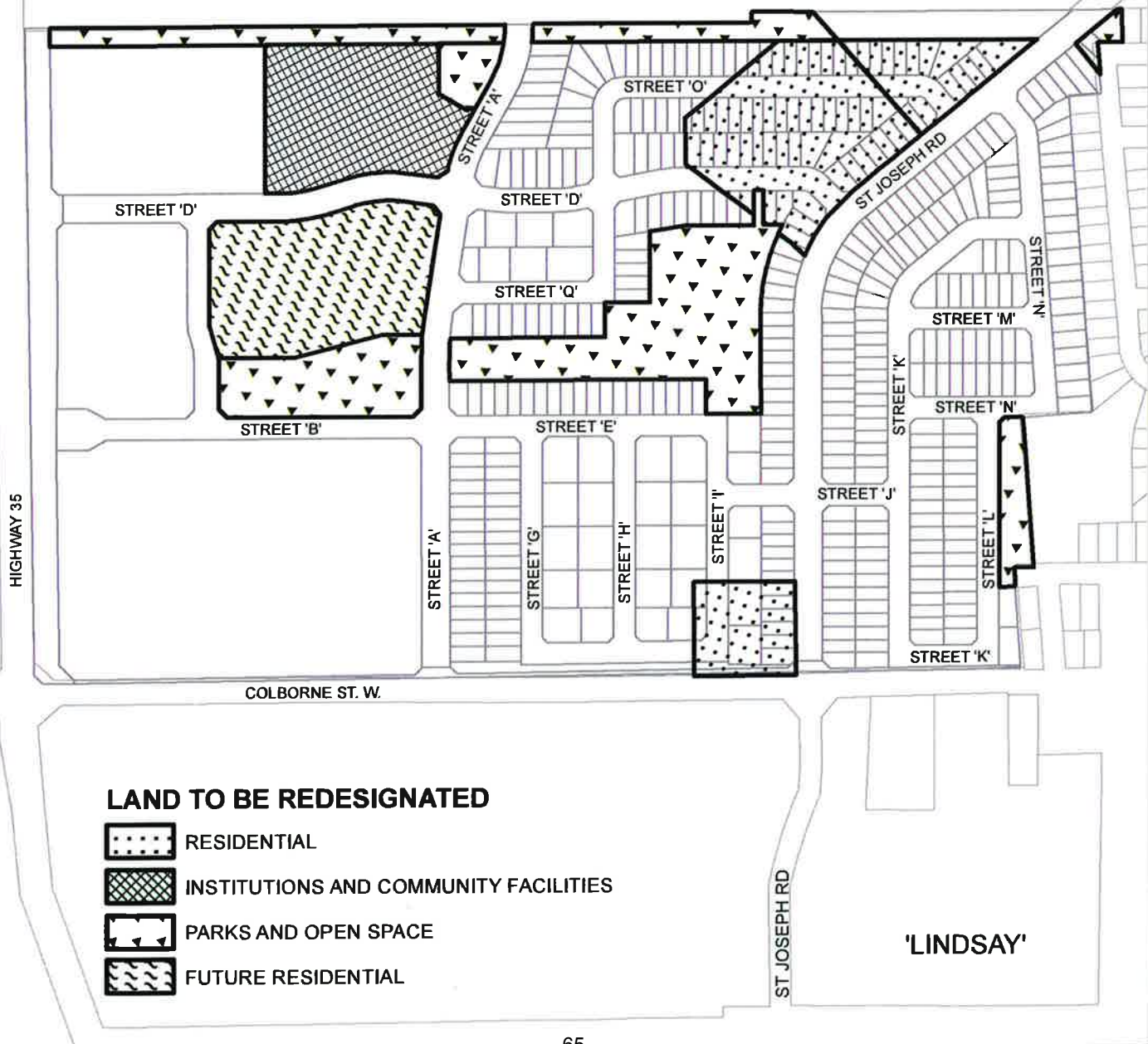
To the Town of Lindsay Official Plan

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PLAN 2019-072

'GEOGRAPHIC TOWNSHIP OF OPS'

'LOT 23'

'CON 4'



**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 D06-2018-026, Report PLAN2019-072, respecting a portion of Concession 4, Part of Lot 22, geographic Township of Ops; 57R-6839, Parts 1, 2 and 6 to 20, and Part of Parts 3 to 5, Former Town of Lindsay, identified as Vacant Land on Colborne Street West – Lindsay 2017 Developments Inc.]

**Recitals:**

1. Sections 34 and 36 of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to determine the appropriate zoning categories and provisions assigned to land.
2. Council has received an application to amend the categories and provisions relating to a specific parcel of land to permit a mixed use commercial and residential plan of subdivision consisting of three hundred ninety-four (394) residential lots for single detached dwellings; thirty-two (32) blocks for one hundred and sixty-nine (169) townhouse dwellings; and two (2) blocks for up to two hundred fifty-two (252) dwelling units on the subject land.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to rezone the Property.

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

**Section 1:00 Zoning Details**

- 1.01 **Property Affected:** The Property affected by this by-law is described as a portion of Concession 4 Part of Lot 22 geographic Township of Ops; 57R-6839 Parts 1 2 and 6 to 20 and Part Parts 3 to 5, Former Town of Lindsay, City of Kawartha Lakes.
- 1.02 **Textual Amendment:** By-law No. 2000-75 of the Town of Lindsay is further amended to add the following section to Section 6.3:

**6.3.26 R1-S21 Zone**

Notwithstanding any other provisions of this by-law, Section 5.12 (j) v. shall not apply.

In addition to the permitted projections listed in Section 5.24 vi., the following projections are permitted;

- i. A box or bay window may project a distance of not more than 0.6 m into a front, rear or exterior side yard setback area,
- ii. A covered porch may project a distance of not more than 1.8 m into an exterior side yard setback

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On land zoned R1-S21(H), the removal of the (H) Holding Symbol shall be considered by Council once the applicant has entered into a subdivision agreement to the City's satisfaction, servicing is available to the property, and all financial aspects have been addressed.

- 1.03 **Textual Amendment:** By-law No. 2000-75 of the Town of Lindsay is further amended to add the following sections to Section 8.3:

#### 8.3.21 R3-S18 Zone

Notwithstanding any other provisions of this by-law, Section 5.12 (j) v. shall not apply.

Notwithstanding the zone requirements on land zoned R3, on land zoned R3-S18 the following requirements shall also apply:

- i. The minimum front yard setback shall be 4.0 m to the main front wall of a building or covered porch, and 6.0 m to a garage;
- ii. The minimum interior side yard shall be 1.2 m on one side and 0.6 m on the other side.

In addition to the permitted projections listed in Section 5.24 vi., the following projections are permitted;

- iii. A box or bay window may project a distance of not more than 0.6 m into a front, rear or exterior side yard setback area,
- iv. A covered porch may project a distance of not more than 1.8 m into an exterior side yard setback

On land zoned R3-S18(H), the removal of the (H) Holding Symbol shall be considered by Council once the applicant has entered into a subdivision agreement to the City's satisfaction, servicing is available to the property, and all financial aspects have been addressed.

#### 8.3.22 R3-S19 Zone

Notwithstanding the zone requirements on land zoned R3, on land zoned R3-S19 the following requirements shall also apply:

- i. The minimum front yard setback shall be 4.0 m to the main front wall of a building or covered porch, and 6.0 m to a garage;
- ii. The minimum interior side yard shall be 1.2 m on one side and 0.6 m on the other side;
- iii. The maximum gross floor area as a % of lot area shall be 60% for a single or semi-detached dwelling unit, and 70% for a duplex;
- iv. The maximum lot coverage for all buildings is 55%.

In addition to the permitted projections listed in Section 5.24 vi., the following projections are permitted;

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- v. A box or bay window may project a distance of not more than 0.6 m into a front, rear or exterior side yard setback area

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On land zoned R3-S19(H), the removal of the (H) Holding Symbol shall be considered by Council once the applicant has entered into a subdivision agreement to the City's satisfaction, servicing is available to the property, and all financial aspects have been addressed.

#### 8.3.23 R3-S20 Zone

Notwithstanding any other provisions of this by-law, Section 5.12 (j) v. shall not apply.

Notwithstanding the zone requirements on land zoned R3, on land zoned R3-S20 the following requirements shall also apply:

- iii. The minimum front yard setback shall be 4.0 m to the main front wall of a building or covered porch, and 6.0 m to a garage;
- iv. The minimum interior side yard shall be 1.2 m on one side and 0.6 m on the other side.

In addition to the permitted projections listed in Section 5.24 vi., the following projections are permitted;

- vi. A box or bay window may project a distance of not more than 0.6 m into a front, rear or exterior side yard setback area,
- vii. A covered porch may project a distance of not more than 1.8 m into an exterior side yard setback

Notwithstanding Subsection 5.3 and Subsection 8.1, land zoned R3-S20 may also permit a model home to be used as a temporary home sales office subject to the provisions of Subsection 5.12 and Subsection 8.2. The placement of the temporary home sales office and related parking lot shall be subject to site plan approval and shall not require a connection to full municipal services. The owner shall enter into a secured model home agreement with the City.

On land zoned R3-S20(H), the removal of the (H) Holding Symbol shall be considered by Council once the applicant has entered into a subdivision agreement to the City's satisfaction, servicing is available to the property, and all financial aspects have been addressed. The removal of the (H) Holding Symbol shall not be required for the use of the lands as a temporary home sales office and associated parking lot.

- 1.04 **Textual Amendment:** By-law No. 2000-75 of the Town of Lindsay is further amended to add the following section to Section 9.3:

#### 9.3.23 RM1-S22 Zone

Notwithstanding any other provisions of this by-law, Section 5.12 (j) v. shall not apply.

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Notwithstanding the zone requirements on land zoned RM1, on land zoned RM1-S22 the following requirements shall also apply:

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- i. The minimum front yard setback shall be 4.0 m to the main front wall of a building or covered porch, and 6.0 m to a garage;
- ii. The minimum interior side yard setback shall be 1.2 m;
- iii. The minimum exterior side yard setback shall be 2.4 m;
- iv. The maximum lot coverage for all buildings is 55%.

In addition to the permitted projections listed in Section 5.24 vi., the following projections are permitted;

- viii. A box or bay window may project a distance of not more than 0.6 m into a front, rear or exterior side yard setback area

On land zoned RM1-S22(H), the removal of the (H) Holding Symbol shall be considered by Council once the applicant has entered into a subdivision agreement to the City's satisfaction, servicing is available to the property, and all financial aspects have been addressed.

#### 9.3.24 RM1-S23 Zone

Notwithstanding any other provisions of this by-law, Section 5.12 (j) v. shall not apply.

Notwithstanding the zone requirements on land zoned RM1, on land zoned RM1-S23 the following requirements shall also apply:

- i. The minimum front yard setback shall be 4.0 m to the main front wall of a building or covered porch, and 6.0 m to a garage;
- ii. The minimum interior side yard setback shall be 1.2 m;
- iii. The minimum exterior side yard setback shall be 2.4 m;
- iv. The maximum lot coverage for all buildings is 55%.

In addition to the permitted projections listed in Section 5.24 vi., the following projections are permitted;

- ix. A box or bay window may project a distance of not more than 0.6 m into a front, rear or exterior side yard setback area

Notwithstanding Subsection 5.3 and Subsection 9.1, land zoned RM1-S23 may also permit a model home to be used as a temporary home sales office subject to the provisions of Subsection 5.12 and Subsection 9.2. The placement of the temporary home sales office and related parking lot shall be subject to site plan approval and shall not require a connection to full municipal services. The owner shall enter into a secured model home agreement with the City.

On land zoned RM1-S23(H), the removal of the (H) Holding Symbol shall be considered by Council once the applicant has entered into a subdivision

agreement to the City's satisfaction, servicing is available to the property, and all financial aspects have been addressed. The removal of the (H) Holding Symbol shall not be required for the use of the lands as a temporary home sales office and associated parking lot.

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- 1.05 **Textual Amendment:** By-law No. 2000-75 of the Town of Lindsay is further amended to add the following section to Section 22.3:

22.3.8 CF-S7 Zone

Notwithstanding the permitted uses and zone requirements on land zoned CF, on land zoned CF-S7 the only permitted use shall be an elementary school and an accessory day care centre and the following requirement shall also apply:

- i. The maximum building height shall not exceed 15.0 m, or a maximum geodetic elevation of 288.0 m above sea level, whichever is lesser.

On land zoned CF-S7(H), the removal of the (H) Holding Symbol shall be considered by Council once the applicant has entered into a subdivision agreement to the City's satisfaction, servicing is available to the property, and all financial aspects have been addressed.

- 1.06 **Textual Amendment:** By-law No. 2000-75 of the Town of Lindsay is further amended to add the following section to Section 23.3:

23.3.8 OS-S7 Zone

Notwithstanding the permitted uses on land zoned OS, on land zoned OS-S7, the following shall also apply:

- i. A stormwater management facility shall be a permitted use.

23.3.9 OS-S8 Zone

Notwithstanding the permitted uses on land zoned OS, on land zoned OS-S8, the following shall also apply:

- i. The only permitted uses shall be:
  - A stormwater management facility;
  - Public Utilities, including a Pump Station.

- 1.07 **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 'Residential One (R1) Zone', 'Future Community Development (FCD) Zone' and 'General Commercial Special Nine – Holding One [GC-S9(H1)] Zone' to the 'Residential One Special Twenty-One (R1-S21) Zone', 'Residential One Special Twenty-One – Holding [R1-S21(H)] Zone', 'Residential Three Special Eighteen (R3-S18) Zone', 'Residential Three Special Eighteen – Holding [R3-S18(H)] Zone', 'Residential Three Special Nineteen – Holding [R3-S19(H)] Zone', 'Residential Three Special Twenty – Holding [R3-S20(H)] Zone', 'Residential Multiple One Special Twenty-Two (RM1-S22) Zone', 'Residential Multiple One Special

Twenty-Two – Holding [RM1-S22(H)] Zone', 'Residential Multiple One Special  
Twenty-Three – Holding [RM1-S23(H)] Zone', 'Community Facility Special  
Seven – Holding [CF-S7(H)] Zone', 'Parks and Open Space (OS) Zone', 'Parks  
and Open Space Special Seven (OS-S7) Zone, 'Parks and Open Space  
Special Eight (OS-S8) Zone' and 'Future Residential (FR) Zone' for the land  
referred to as 'R1-S21', 'R1-S21(H)', 'R3-S18', 'R3-S18(H)', 'R3-S19(H)', 'R3-  
S20(H)', 'RM1-S22', 'RM1-S22(H)', 'RM1-S23(H)', 'CF-S7', 'OS', 'OS-S7', 'OS-  
S8' and 'FR', as shown on Schedule 'A' attached to this By-law.

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

- 2.01 **Effective Date:** This By-law shall come into force and take effect on the date it is finally passed, subject to the provisions of Sections 34 and 36 of the Planning Act R.S.O. 1990, c.P.13.

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

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

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

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

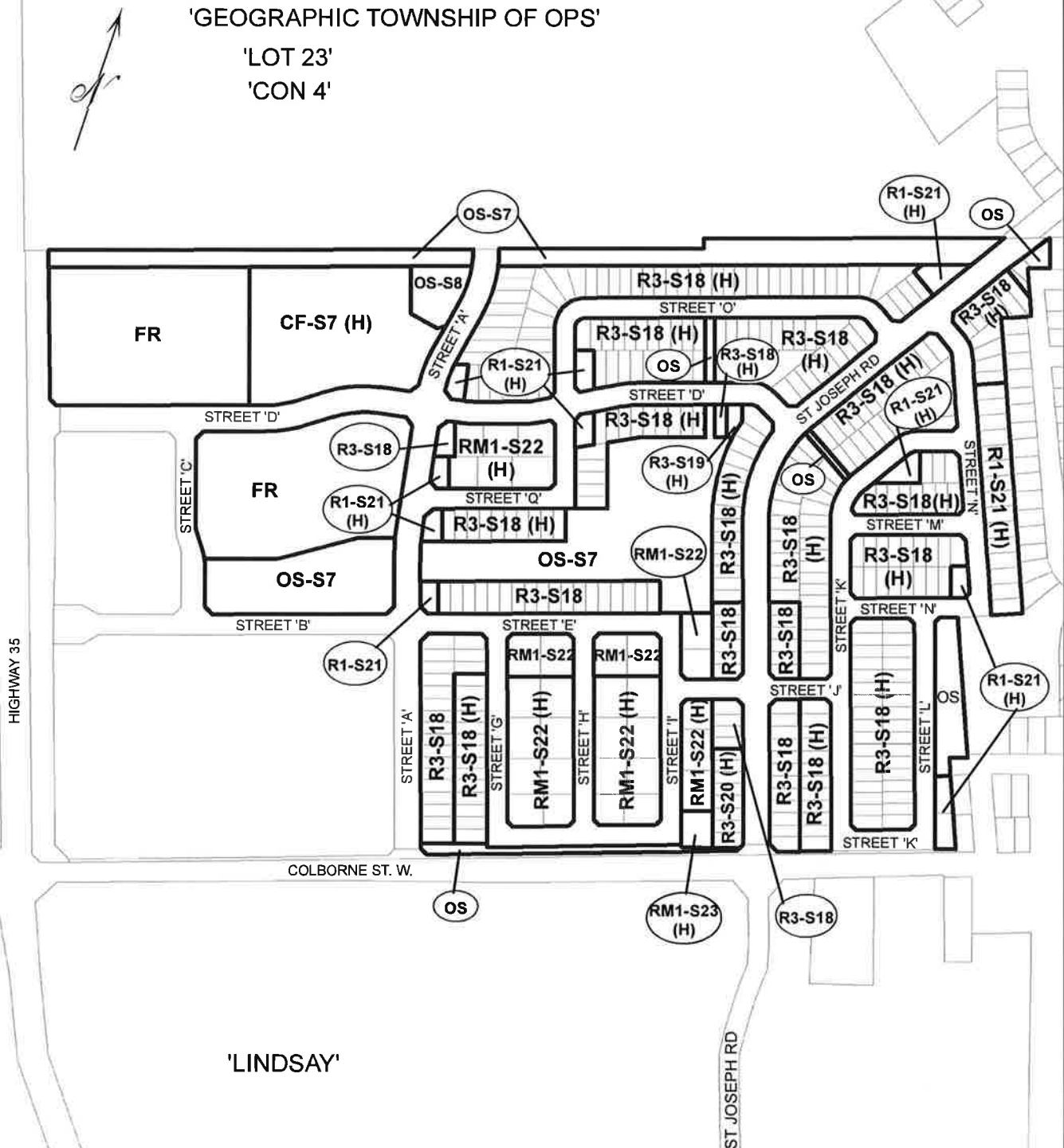
MAYOR \_\_\_\_\_ CITY CLERK \_\_\_\_\_

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'GEOGRAPHIC TOWNSHIP OF OPS'

'LOT 23'

'CON 4'







## **Conditions of Draft Plan Approval – Lindsay 2017 Developments Inc.**

### **Part A – Conditions**

#### **General Conditions**

1. This approval applies to the draft plan of subdivision 16T-18501 prepared by D.G. Biddle & Associates Limited Project No. 117043, Drawing No. DP-1, dated November 25, 2019, which shows a total of 394 single detached lots, being Lots 1 to 392 inclusive, and Lots 425 and 426; Blocks for 169 townhouse lots, being Blocks 393 to 424 inclusive; Blocks 427 and 429 for parks; Block 431 for a landscape strip; Blocks 432 and 433 for trails; Blocks 434 to 437 inclusive for stormwater management ponds and drainage purposes; Block 439 for a commercial block; Block 440 for an elementary school; Blocks 441 and 442 for future residential uses, and Block 443 for a pump station.
2. Prior to the signing of the final plan by the Director, a Subdivision Agreement shall be entered into and executed by the Owner and the City to satisfy all financial, legal, and engineering matters, including the design, provision and installation of roads, services, sidewalks, on-street illumination, tree plantings, walkways, daylight triangles, road signs, traffic signals, stormwater management facilities and drainage works, and all recommendations contained in related technical reports approved by the City.
3. The Subdivision Agreement shall include the payment of all applicable development charges in accordance with applicable Development Charges By-law.
4. The Subdivision Agreement shall include the payment of all applicable North West Trunk Capital Charges in accordance with the applicable Capital Charge By-law.
5. The Owner agrees, in writing, to the registration of the Subdivision Agreement against the land to which it applies once the plan of subdivision has been registered.
6. The road allowances included in this draft plan shall be shown and dedicated as public highway.
7. The streets shall be named to the satisfaction of the City.
8. Civic addressing shall be assigned on the basis of lots being subdivided in the future, to the satisfaction of the City, and that the assignment of civic addresses be included in the Subdivision Agreement.
9. The Owner and the City shall agree in the Subdivision Agreement that:
  - a) No building permit will be issued for any individual lot or block until underground municipal services are installed and operational and the roadway is constructed to base asphalt condition.

- b) All lots and blocks will be developed in accordance with the approved engineering design for the subdivision.
  - c) The building permit applicant for each such lot or block shall submit individual lot grading and drainage plans and receive approval from the City prior to the issuance of a building permit.
10. The schedule to the Subdivision Agreement entitled "Special Warnings and Notices" shall incorporate a notice advising of the existence of the City's Noise By-law and warning that construction activities within the subdivision may be subject to regulation and/or restrictions thereunder.
  11. The Owner acknowledges and agrees in the Subdivision Agreement that each Phase of the development will be limited to 100 residential units.
  12. The Owner shall agree in the Subdivision Agreement to submit to the City, prior to commencing the installation of services, a construction management plan to regulate the routing of construction traffic, the sediment and erosion control plan, for all phases of the development to the satisfaction of the City and in compliance with the City's current standard requirements, through an access provided to the development at Street A from Colborne Street West. Measures to minimize construction debris on the roads as well as road cleaning at the Owner's expense will be included in the Subdivision Agreement. The Subdivision Agreement shall specify that the Construction Management Plan will be in force until assumption.
  13. The Owner shall agree that prior to entering into a Subdivision Agreement with the City, the Owner has fulfilled all obligations to the City required under a Pre-Servicing Agreement, if applicable.
  14. 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 surface infrastructure and streetscaping within the development. In addition, the Owner agrees to have the Schedule "A" subdivision agreement engineering drawings available for review by all potential homeowners.
  15. Existing historical easements registered on title and in favour of the now City of Kawartha Lakes, that are not applicable and/or required for the Draft Plan of Subdivision, shall be released from title at the expense of the Owner through the registration of the Draft Plan.
  16. A Topographic survey, current to the existing conditions is required for each Phase of development, to ensure the detailed design maintains and incorporates all boundary conditions. All lot lines will have regard for a 0.3 metre setback for all existing residential lots.

## **Zoning**

17. Prior to the signing of the final plan by the Director, the Planning Division shall confirm that any amendment to the Zoning By-law necessary to implement this plan has been approved and is in effect.

18. An Ontario Land Surveyor shall certify that the proposed lot frontages and areas appearing on the final plan conform to the requirements of the Town of Lindsay Zoning By-law.
19. The Owner acknowledges that the townhouse development within the Blocks will be subject to Site Plan Approval.

### **New and Expanded Public Roads and Traffic**

20. The Owner shall convey to the City, at no cost, the land comprising the new public streets, day-lighting triangles, and road widenings, as shown on the draft plan, such land to be free and clear of all encumbrances. These lands shall be dedicated as public highways.
21. The Subdivision Agreement between the Owner and the City shall provide that the Owner agrees to design and construct, entirely at the Owner's expense, the roadways, sidewalks, and all municipal services for the proposed subdivision, and any external improvements adjacent to the proposed subdivision in accordance with all recommendations contained in related technical reports approved by the City and in compliance or conformance with all current provincial and municipal guidelines and standards.
22. The Owner shall design and construct, entirely at his or her expense, a temporary turning circle at the north end of the Street A right of way and Block 434 and Block 435 through Phase 1 of development.
23. The Owner shall design and construct, entirely at his or her expense, a storm drainage ditch crossing at the temporary turning circle at the north end of the Street A and Block 434 and Block 435 through Phase 1 of development.
24. The Owner shall convey to the City an easement/right of way, at no cost and free and clear of encumbrances, for the full width and length of temporary turning circles.
25. The Subdivision Agreement shall require the Owner to provide an overall traffic lane marking and signage plan for all internal roadways to the City's satisfaction, including any external improvements adjacent to the proposed subdivision identified as being required or recommended in related to current technical reports approved by the City. The installation of pavement markings and signage, as well as any required modifications to existing pavement markings and signage, shall be at the Owner's expense and responsibility and specific to the detailed engineering design of the subdivision to current municipal standards and to the satisfaction of the City.
26. The Owner shall provide a comprehensive streetscaping plan showing all above-ground utilities, streetlights, street furniture, street tree planting, and/or boulevard landscaping, specific to the detailed engineering design of the subdivision to current municipal standards and to the satisfaction of the City.
27. The Subdivision Agreement shall include provisions concerning the precise location of required fencing, commercial grade black vinyl chain link and/or acoustical fencing, specifically related to the detailed engineering design of the subdivision and to the satisfaction of the City.

## **Site Servicing**

28. The Subdivision Agreement shall provide for the installation of a municipal water supply system, sanitary sewage collection system, storm collection system, and stormwater management system in compliance or conformance with all current provincial and municipal guidelines and standards and to the satisfaction of the City. Furthermore, upon satisfactory final inspection, shall provide for the assumption of such systems by the City. The construction and conveyance of the municipal infrastructure shall be at the Owner's expense and responsibility.
29. The Owner agrees that all residential sanitary services shall drain by gravity and not use sump pumps and grinder pumps for drainage.
30. The Owner agrees that each of the approved lots will be connected to the City's municipal water and sanitary systems, to the satisfaction of the City.
31. Prior to the signing of the final plan by the Director, the Owner shall obtain an approved Form 1 – Record of Watermains Authorized as a Future Alteration from the Director of Public Works for the water works in accordance with the Safe Water Drinking Act and the Environmental Protection Act or the current municipal and/or provincial approval mechanism.
32. Prior to the signing of the final Plan by the Director, the Owner shall obtain an Environmental Compliance Approval (ECA) from the Ministry of the Environment, Conservation and Parks for the municipal sewer works in accordance with the Ontario Water Resources Act and the Environmental Protection Act or the current municipal and/or provincial approval mechanism. The Subdivision Agreement shall reference the applicable ECA numbers.
33. The Owner shall provide a comprehensive dewatering contingency plan identifying a protocol and approvals specific to the detailed engineering design of the subdivision and to the satisfaction of the City.

## **Stormwater Management**

34. The Owner shall submit a Stormwater Management Facility Operations, Maintenance and Assumption Report, for the use of the Stormwater Management Facility throughout the phases and stages of development of the subdivision until final assumption of the facility by the City of Kawartha Lakes.
35. Prior to final approval and any on-site grading taking place, the Owner shall submit a stormwater management report for quantity and quality control, prepared by a qualified Professional Engineer in accordance with the applicable standards and guidelines to the satisfaction of the Kawartha Region Conservation Authority and the City. The report shall identify opportunities for Low Impact Development solutions applicable to the site specific conditions.
36. Prior to final approval and any grading taking place, the Owner shall submit an erosion and sediment control plan detailing the measures that will be implemented before, during and after construction to minimize soil erosion and sedimentation prepared to the satisfaction of the Kawartha Region Conservation Authority and the City. The plan shall contain a proactive targeted multi-barrier approach with emphasis on erosion control.

37. Prior to final approval and any grading taking place, the Owner shall submit a phosphorus assessment identifying pre-development loadings, anticipated post-development loadings, and opportunities for phosphorus reduction (e.g. best management practices for stormwater management) to the Kawartha Region Conservation Authority for review. This assessment should quantify best efforts to achieve no net increase from pre-development levels.
38. Prior to final approval and any grading taking place, the Owner shall submit a landscaping/planting plan for the stormwater management pond prepared to the satisfaction of the Kawartha Region Conservation Authority and the City.
39. That, the Subdivision Agreement shall contain, among other matters, the following provisions:
  - a) That, the Owner agrees to carry out the recommendations of the approved stormwater management report and the approved erosion and sediment control plan. The Agreement shall contain a reference to the plans and reports approved by the Kawartha Region Conservation Authority and the City.
  - b) That, the Owner agrees to implement all erosion and sediment control structures in a functional manner prior to the site disturbance and maintain these structures operating in good repair during and after the construction period, until such time as all disturbed soil surfaces have become stabilized and/or revegetated.
  - c) That, the Owner agrees that the City will not be responsible for maintenance and operation of rear lot catch basins on private property.

### **Conditions for Fencing and Trail Connectivity Conditions**

40. The Subdivision Agreement shall include provisions concerning the precise location of required fencing, specifically along the rear and/or side yards of all lots backing onto Block 429, Block 434 and Block 437. All fencing shall be commercial grade black chain link fence to City specifications.

### **Conveyance of Lands for Municipal Purposes**

41. The street(s) to be constructed in this development 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.
42. The Owner shall convey Blocks 427 and 429 to the City free and clear of encumbrances for parks.
43. The Owner shall convey Block 431 to the City free and clear of encumbrances for a landscape strip.
44. The Owner shall convey Blocks 432 and 433 to the City free and clear of encumbrances for trail connections.
45. The Owner shall convey Blocks 434 through 437 inclusive to the City free and clear of encumbrances for stormwater management ponds and facilities.

46. The Owner shall convey Block 443 to the City free and clear of encumbrances for a pump station.
47. The Owner shall convey Block 445 to the City free and clear of encumbrances for a road widening.

### **Conveyance of Lands for Provincial Purposes**

48. Prior to final approval, the highway allowance across the entire Highway 34 frontage, identified as BLK 444 on the Draft Plan of Subdivision drawing, shall be conveyed by deed to MTO free and clear of all encumbrances. The ownership shall be referenced as HER MAJESTY THE QUEEN in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario.

### **Parkland**

49. The Owner agrees that the City, pursuant to subsection 51.1(3) of the Planning Act, accepts payment in lieu of the 5% conveyance of parkland for the low density residential; 1 hectare per 300 dwelling units for the medium density residential; and 2% conveyance of parkland for commercial, less the conveyance of land for Blocks 427 and 429. For the purpose of determining the amount of any such payment, the value of the land shall be determined by an accredited appraiser (CRA or AACI). The date of this appraisal shall be no later than the day before the date of the notice of decision to grant draft plan approval or the date of the most recent extension pursuant to subsection 51(33) of the Planning Act, to the approval of the draft plan of subdivision. The City is not required to accept the appraisal report and reserves the right to have the appraisal report peer reviewed and to negotiate the cash-in-lieu payment.

### **Easements and Agency Specific Conditions**

50. That satisfactory arrangements, financial and otherwise, shall be made with Bell Canada for any Bell underground facilities serving the subdivision.
51. That the Owner agrees in the Subdivision Agreement with the City to grant Bell Canada any easements that may be required for telecommunication purposes.
52. That if there are any conflicts with existing Bell Canada facilities or easements, the Owner/developer shall be responsible for rearrangements or relocation.
53. That 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.
54. The Owner is hereby advised that prior to commencing any work within the Plan, the Owner 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

Owner is hereby advised that the Owner may be required to pay for the connection to and/or extension of the existing communication / telecommunication infrastructure. If the Owner elects not to pay for such connection to and/or extension of the existing communication / telecommunication infrastructure, the Owner 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).

55. That satisfactory arrangements, financial and otherwise, shall be made with Cogeco Cable Solutions for any Cogeco underground facilities serving the subdivision.
56. That the Owner agrees in the Subdivision Agreement with the City to grant Cogeco Cable Solutions any easements that may be required.
57. That if there are any conflicts with existing Cogeco Cable Solutions' facilities or easements, the Owner/developer shall be responsible for rearrangements or relocation.
58. That satisfactory arrangements, financial and otherwise, shall be made with Cable Cable Inc. for any Cable Cable underground facilities serving the subdivision.
59. That the Owner agrees in the Subdivision Agreement with the City to grant Cable Cable Inc. any easements that may be required.
60. That if there are any conflicts with existing Cable Cable Inc. facilities or easements, the Owner/developer shall be responsible for rearrangements or relocation.
61. That prior to the signing of the final plan by the Director, the Owner shall satisfy all requirements, financial and otherwise, of the Hydro One Networks Inc.
62. That the Owner enters into a Subdivision Servicing 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 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.
63. That the Subdivision Agreement contain a provision to ensure that the Owner grade all road allowances to as close to final elevation as possible, and provide the necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of gas piping, all to the satisfaction of Enbridge Gas Inc.
64. That the Owner agrees in the Subdivision Agreement with the City to grant Enbridge Gas Inc. any easements that may be required.

65. 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.
66. The Owner agrees in the Subdivision Agreement, 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.
67. 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.
68. The Owner will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the dwellings / units are occupied.
69. The Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
  - a) Any required walkway across the boulevard, per municipal standards; and
  - b) Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications).
70. Prior to final approval, the Block 444 (BLK 444) allocated for highway widening and intersections must be dedicated as public highway on the Owner's certification on the final plan. The Block 444 shall include the 23 metre widening extending across the entire Highway 35 frontage except for 26.5 metre widening extending approximately 100 metres south of the Street "D" intersection, 26.5 metres as Colborne Street West intersection, and visibility triangles measuring 15 metres by 15 metres at all intersections. The draft plan depicting this block to be must be submitted to the Ministry of Transportation for review and approval prior to registration.
71. Prior to final approval, the owner shall submit to the Ministry of Transportation for their review and approval, a copy of stormwater management report covering the entire Draft Plan of Subdivision area. The report must satisfy MTO's stormwater management requirements and demonstrate no negative impact on the Highway 35 and/or the highway drainage system.
72. Prior to final approval, the owner shall submit to the Ministry of Transportation for their review and approval, a copy of Traffic Impact Study (TIS). The TIS shall be prepared and completed by a RAQS approved consultant indicating the anticipated traffic volumes and their impact upon the highway/intersections. The TIS must identify highway and/or intersection improvements triggered by the Plan of Subdivision and present a plan for the construction of the identified improvements.



73. Prior to final approval, the owner shall enter into a legal agreement with the Ministry of Transportation whereby the owner agrees to assume responsibility, financial or otherwise, for the preliminary design, environmental assessment, detail design and construction of improvements including intersections and highway. MTO does not contribute to development driven highway improvements and the proponent shall be responsible for all development driven improvements for all phases including five years beyond full built out. The owner shall provide a letter of credit for 100% of the cost of the highway and/or intersection improvements forming part of the legal agreement.
74. The owner shall agree that no additional new access onto Highway 35 will be permitted from the Subdivision area except for the Street "D".
75. The owner shall agree that all above and below ground structures, as well as stormwater management facilities shall be setback a minimum of 14 metres from the future Highway 35 right of way limit.
76. The owner shall agree that the Ministry of Transportation will not issue a Building and Land Use Permit under the *Public Transportation and Highway Improvement Act* until:
  - (i) all draft approval conditions are fulfilled to MTO's satisfaction and
  - (ii) site plan application for each phase is reviewed and approved by MTO.

### **Environmental Conditions**

77. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a detailed design submission of the final Stormwater Management system prepared by a qualified Professional Engineer in accordance with the applicable standards and guidelines to the satisfaction of the Kawartha Region Conservation Authority.
78. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a Final Grading Plan prepared by a qualified professional to the satisfaction of the Kawartha Region Conservation Authority.
79. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a Final Sediment and Erosion Control Plan prepared by a qualified professional to the satisfaction of the Kawartha Region Conservation Authority. The Plan should detail the measures that will be implemented before, during, and after construction to minimize soil erosion and sedimentation;

*Note: Kawartha Conservation supports a proactive multi-barrier approach to erosion and sediment control, with emphasis on erosion control rather than solely relying on sediment control measures (e.g., silt fence).*
80. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a phosphorus budget, showing a net-zero increase in phosphorus (pre-to-post development) loading from the site to the satisfaction of Kawartha Region Conservation Authority.
81. That, the Subdivision Agreement contain the following provisions:

- a) That, the Owner agrees to carry out the recommendations of the approved Stormwater Management report, the approved Grading Plan and the approved Sediment and Erosion Control Plan.

*Note: The Agreement shall contain a reference to the plans and reports approved by Kawartha Conservation.*

- b) That, the Owner agrees to install all sediment and erosion control structures in a functional manner prior to the site disturbance, maintain these structures operating in good repair during and after the construction period, and continue to implement all sediment and erosion control measures until such time as the disturbed soil surfaces have become stabilized and/or revegetated.
- c) That, the Owner agrees to apply to Kawartha Region Conservation Authority separately for individual Permits for any dwelling units which are situated within Kawartha Conservation's regulated area.

### **Special Conditions**

- 82. The Owner shall follow the recommendations contained in the Draft Environmental Noise Report prepared by Jade Acoustics and dated September 17, 2019 and the Noise Exposure Forecast Contour Map and associated report prepared by Jade Acoustics Inc. and dated November, 2019, and as updated as required by the City and/or Transport Canada and to the satisfaction of the City. The Owner shall pay for all costs associated with updating of the Environmental Noise Report and/or the Noise Exposure Forecast Contour Map and associated report.
- 83. Prior to final approval, the Owner shall provide confirmation that Curve Lake First Nation accepts the results and/or any mitigation measures proposed in the Archeological Assessment, the Hydrogeological Assessment, and/or the Stormwater Management Report for the subject property.
- 84. That the Subdivision Agreement shall incorporate the requirements of the Fire Rescue Service with respect to Firebreak Criteria or through alternative design.
- 85. That subsequent to the execution of the Subdivision Agreement by the Owner and prior to the signing of the final plan by the Director, the City Treasurer shall confirm in writing to the Director that all financial obligations and payments to the City, as set out in the Subdivision Agreement, in accordance with condition 2, have been satisfied including, but not limited to:
  - a) all applicable Development Charge payments in accordance with the requirements of all applicable Development Charge By-laws,
  - b) all applicable Capital Charge payments in accordance with the requirements of all applicable Capital Charge By-laws,
  - c) all applicable Local Improvement payments in accordance with the requirements of all applicable Local Improvement By-laws,
  - d) all applicable fees payable in accordance with the requirements of all applicable municipal by-laws, including fee by-laws,

- e) the form and amount of the securities that the Owner is required to have posted to secure its obligations under the Subdivision Agreement, including the identification of any reduction in such securities that has already been incorporated into the Subdivision Agreement,
- f) where there has been such a reduction in such securities, a Statutory Declaration submitted on behalf of the Owner confirming payment of all accounts for material, labour and equipment employed in the installation of the services on whose completion such reduction has been computed and applied, and
- g) any financial obligations with which the Owner's compliance has been deferred or from which the Owner has been exempted pursuant to the terms of the Subdivision Agreement.

It is acknowledged that prior to the signing of the final plan by the Director, a copy of the Subdivision Agreement will be forwarded to Planning Advisory Committee for endorsement which will include a Planning Report along with the financial reporting as outlined above.

### **Clearance Conditions**

- 86. Prior to the signing of the final plan by the Director, the Owner will ensure that clearance letters from the appropriate authorities have been submitted to the Planning Division so as to confirm how the above noted conditions have been satisfied.
- 87. Prior to the signing of the final plan by the Director, the Development Services Department shall confirm that conditions 1 to 33 both inclusive, 40 to 47 both inclusive, and 82 have been satisfied.
- 88. Prior to the signing of the final plan by the Director, the Engineering and Corporate Assets Department shall confirm that conditions 12 to 16 both inclusive, and 20 to 39 both inclusive have been satisfied.
- 89. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Taxation and Revenue Division indicating how condition 85 has been satisfied.
- 90. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Ministry of Transportation indicating how conditions 48, and 70 to 76 both inclusive have been satisfied.
- 91. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Kawartha Region Conservation Authority indicating how conditions 35 to 39 both inclusive and 77 to 81 both inclusive have been satisfied.
- 92. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Community Services Department indicating how condition 49 has been satisfied.
- 93. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from Bell Canada indicating how conditions 50 to 54 both inclusive have been satisfied.

94. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Cogeco Cable Solutions indicating how conditions 55 to 57 both inclusive have been satisfied.
95. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Cable Cable Inc. indicating how conditions 58 to 60 both inclusive have been satisfied.
96. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from Hydro One Networks Inc. indicating how conditions 61 and 62 have been satisfied.
97. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from Enbridge Gas Inc. indicating how conditions 63 and 64 has been satisfied.
98. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Canada Post Corporation indicating how conditions 65 to 69 both inclusive have been satisfied.
99. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Curve Lake First Nation indicating how condition 83 has been satisfied.
100. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Fire Rescue Service indicating how condition 84 has been satisfied.

## **Part B – Lapsing Provision**

All conditions shall be fulfilled and satisfied, and final approval shall be given or this draft plan approval shall be deemed to have lapsed pursuant to the Planning Act, R.S.O. 1990, as amended, after three (3) years from the date the Notice of Decision is sent out with respect to this draft approval.

Extensions to draft approval may be considered provided that existing technical reports remain applicable or updates are provided and the provisions of By-law 2016-065, as amended are met. Draft Plan Approval extension requests shall include an evaluation of all engineering design and supporting documentation to ensure compliance or conformance with all current provincial and municipal guidelines and standards. Designs and reports shall be updated by the Owner as required, to the satisfaction of the City.

## **Notes to Draft Plan Approval of 16T-18501 (D05-2018-004)**

### **1. Clearance Letters**

It is the Owner/applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters have been forwarded by the appropriate agencies / utility companies to the City of Kawartha Lakes to the attention of the Director of Development Services quoting the above noted file. For your information the following are the contacts:

Juan Rojas, Director  
Engineering and Corporate Assets  
Department  
City of Kawartha Lakes  
12 Peel Street  
Lindsay, ON K9V 3L8  
Tel: 705.324.9411 ext. 1151  
Fax: 705. 328.3122

Chris Marshall, Director  
Development Services Department  
City of Kawartha Lakes  
180 Kent Street West, 2<sup>nd</sup> Floor  
Lindsay, ON K9V 2Y6  
Tel: 705.324.9411 ext. 1239  
Fax: 705.324.4027

Prabin Sharma, Planner, Corridor  
Management  
Ministry of Transportation  
1355 John Counter Blvd.,  
Kingston, ON K7L 5A3  
Tel: 613.544.2220 ext. 4119

Dr. Julie Kapyrka, Lands and  
Resources Consultation Liaison  
Curve Lake First Nation  
Government Services Building  
22 Winookeeda Street,  
Curve Lake, ON K0L 1R0  
Tel: 705.647.8045 ext. 239  
Fax: 705.647.8708

Corey Craney-Twolan  
Delivery Planning  
Canada Post Corporation  
P.O. Box 8037, Ottawa T CSC  
Ottawa, ON K1G 3H6

Bell Canada  
Right Of Way Control Centre  
100 Borough Drive, Floor 5  
Scarborough, ON M1P 4W2

Hydro One Networks Inc.  
45 Sarjeant Drive,  
Barrie, ON L4M 5N5

Craig Shanks, Director  
Community Services Department  
City of Kawartha Lakes  
50 Wolfe Street,  
Lindsay, ON K9V 2J2  
Tel: 705.324.9411 ext. 1307  
Fax: 705.324.2051

Mark Pankhurst, Fire Chief  
Emergency Services Department  
Kawartha Lakes Fire Rescue  
9 Cambridge Street North  
Lindsay, ON K9V 4C4  
Tel: 705.324.5731  
Fax: 705.878.3463

Ron Warne, Director of Planning,  
Development and Engineering  
Kawartha Conservation  
277 Kenrei Road,  
Lindsay, ON K9V 4R1  
Tel: 705.328.2271  
Fax: 705.328.2286

Dave Kroes  
Cogeco Cable Solutions  
1111 Goodfellow Road,  
Peterborough, ON K9J 7Z1  
Tel: 705.742.9706 ext. 8029

Cable Cable Inc.  
16 Cable Road,  
Fenelon Falls, ON K0M 1N0  
Tel: 866.887.6434

Enbridge Gas Inc.  
500 Consumers Road  
North York, ON M2J 1P8

**2. Conveyances and 0.3 m. Reserves**

If land is to be conveyed to the City we suggest that the description of such parcels shall be by reference to either the Lot or Block on the Registered Plan or by Part on a Reference Plan of survey.

We further require the Owner give to the City an undertaking to deposit with the Clerk a properly executed copy of the conveyance concurrent with the registration of the final plan, as signed by the Director.

If a 0.3 m. reserve is required along the side of either an existing or proposed road allowance, the 0.3 m. reserve shall be placed inside the public road allowance – eg. the final public road allowance would be 20.3 or 26.3 m. and be comprised of two (2) parts, the 20.0 or 26.0 m. wide road allowance and the 0.3 m. reserve. The latter would be deeded to the City in trust.

**3. Lands Required to be Registered under Land Titles Act**

We suggest that you make yourself aware of section 144 of the Land Titles Act and subsection 78(10) of the Registry Act. Subsection 144(1) of the Land Titles Act requires that a plan of subdivision of land that is located in a land titles division be registered under the Land Titles Act. Exceptions to this provision are set out in subsection 144(2). Subsection 78(10) of the Registry Act requires that a plan of subdivision of land that is located only in a registry division cannot be registered under the Registry Act unless that title of the Owner of the land has been certified under the Certification of Titles Act. Exceptions to this provision are set out in clauses (b) and (c) of subsection 78(10).

**4. Sewage Works**

Approvals for sewage works are required under the Ontario Water Resources Act, R.S.O., 1990 as amended and the Environmental Protection Act, R.S.O., 1990 as amended.

**5. Water Works**

Water works shall meet the requirements of, and be approved by, the City of Kawartha Lakes Public Works Water and Waste Water Division, in accordance with the Safe Water Drinking Act, S.O. 2002 as amended and the Environmental Protection Act, R.S.O. 1990 as amended.

**6. Clearance of Conditions**

A copy of the Subdivision Agreement should be sent to public bodies with conditions covered under the Agreement. This will expedite clearance of the final plan. Please do not send a copy to the Ministry of Municipal Affairs and Housing.

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

## **Planning Advisory Committee Report**

**Report Number PLAN2019-073**

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**Meeting Date:** December 4, 2019

### **Regular Meeting**

**Title:** Request by 405 St. David Street Investments Inc. to enter into a Subdivision Agreement for Plan of Subdivision 16T-13501, File No. D05-18-111.

**Description:** Part of Lot 24, Concession 6, geographic Township of Ops, former Town of Lindsay, now City of Kawartha Lakes

**Ward Number:** 5

**Author and Title:** Sherry L. Rea, Development Planning Supervisor  
Christina Sisson, Supervisor of Development Engineering

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### **Recommendations:**

**That** Report PLAN2019-073, **405 St. David Street Investments Inc. (Riverview Estates - Phase 2), Subdivision Agreement**, be received;

**That** the Subdivision Agreement for 405 St. David Street Investments Inc., City of Kawartha Lakes, substantially in the form attached as Appendix C to Report PLAN2019-073 be approved by Council;

**That** the recommended payment of Development Charges, as outlined in the draft subdivision agreement contained in Appendix C to Report PLAN2019-073, be received and approved by Council; and

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

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

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

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

## **Background:**

On October 14, 2014, Council granted draft plan of approval to Plan of Subdivision 16T-13501 to create 15 residential lots for single detached dwellings, 1 block to accommodate 56 residential units in a cluster villa type development and 1 block for open space. Subsequently, the Director of Development Services extended the draft plan approval three times on July 20, 2017, July 16, 2018 and July 15, 2019 with a final lapsing date of July 20, 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.

## **Rationale:**

EcoVue Consulting, applicant for owner, 405 St. David Street Investments Inc. (Morteza Alabaf), has requested that the City prepare the required Subdivision Agreement for the proposed development originally known as Riverview Estates – Phase 2 (Scugog River Developments Inc.) draft approved plan of subdivision.

There are 63 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 Town of Lindsay 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 City of Kawartha Lakes Official Plan was adopted by Council on September 21, 2010 and approved by MMAH on June 8, 2012. While the subject land remains under jurisdiction of the Town of Lindsay Official Plan and is subject to the current Secondary Plan review, the subject land is within the Urban Settlement Boundary for Lindsay and may be considered for development under the Growth Management policies contained in the City of Kawartha Lakes Official Plan. The Lindsay Secondary Plan was adopted by Council in June 2017 and is currently under appeal to the LPAT. The governing policy document is the Town of Lindsay Official Plan (LOP).

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

The subject land is zoned Residential Two (R2), Residential Multiple Two Special Nineteen (RM2-S19 and Parks and Open Space Holding One (OS (H1)). The R2 Zone permits the single detached dwellings, the RM2-S19 permits the cluster Villas (stacked townhouses) while the OS(H1) Zone limits development on the property until such time that an Environmental Impact Study (EIS) has been completed 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. The City is in receipt of a site plan application for the Cluster Villas with construction anticipated late spring 2020.

## **Other Alternatives Considered:**

No other alternatives have been considered as this application conforms to the Provincial Policies, City of Kawartha Lakes Official Plan and Town of Lindsay Zoning By-law 2000-75.

## **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.

Staff understands that the owner is requesting one (1) change to the City's standard procedures:

1. 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 Building Permit stage.

## **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 by municipal systems for water and sewer and stormwater management has been reviewed and approved by the City and KRCA.

## **Consultations:**

Consultations involved Planning staff and 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. The draft M-Plan illustrates 2 unique situations as noted below:

1. The draft M-Plan illustrates the extension of Barron Boulevard outside of the Plan. The parcel of land, being Part 1, Plan 57R-9960 is owned by the City and will be the subject of a Dedication By-law whereby the land will be named and dedicated as a public street. The City solicitor together with applicant's solicitor will assist with the required process prior to the signing of the final Plan. The draft M-Plan also shows an extension of Simpson Road, which is proposed to be dedicated on the M-Plan as a public street.
2. The draft M-Plan also illustrates lands exterior to the Plan, being Part 2 on Plan 57R-9413 and Part 2 on Plan 57R-9960. The Subdivision Agreement will contain clauses and an easement that allows the City to provide road maintenance until such time that development extends north. There are

track changes in the Subdivision Agreement that identifies where changes might be made to the Agreement to accommodate this issue.

City staff has completed their review of the draft Plan of Subdivision 16T-13501, St. David Street Investments Inc. Subdivision and endorses Appendix B and C. We support the recommendations set out in this Report PLAN2019-073. 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 Sherry L. Rea, Development Planning Supervisor at 705.324.9411 x 1331.

#### **Appendix A – Location Map**



Appendix A -  
Location Map.pdf

#### **Appendix B – Draft M-Plan**



Appendix B - Draft  
M-Plan.pdf

#### **Appendix C – Draft Subdivision Agreement**



Appendix C - Draft  
Subdivision Agreement

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

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

**Department File:** D05-18-111

OTHER LAND OWNED BY APPLICANT

Scugog River

'SUBJECT LAND'

BARRON BLVD.

BARRON BLVD.

SIMPSON RD.

St. Patrick Street

ST. PETER STREET

'LINDSAY'

ST. DAVID STREET

FLEETWOOD RD



APPENDIX C  
to  
REPORT PLAN 2019-03  
FILE NO. D05-18-111

Document General

Subdivision Agreement

Between

405 St. David Street Investments Inc.

and

The Corporation of the City of Kawartha Lakes

Riverview Estates Phase 2  
16T-13501

Dated as of , 2019

CITY OF KAWARTHA LAKES

SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2019.

BETWEEN:

405 St. David Street Investments 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-13501 – D05-18-111) 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 Part of W ½ Lot 24, Concession 6, geographic Township of Ops, as shown on Plan 57M-\_\_\_\_\_, City of Kawartha Lakes. More particularly, the Land is described as Lots 1 to 15, both inclusive, and Blocks 16 to 20 inclusive, as shown on Plan 57M-\_\_\_\_\_, City of Kawartha Lakes.

AND WHEREAS the Owner has applied to the City pursuant to Subsection 51(26)

of the *Planning Act* for an Agreement to provide the implementation of the draft plan conditions for File No. 16T-13501 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 Pearson Engineering Limited (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.

**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 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; and
- 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.
- 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 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.

**a) 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.

Commented [SR1]: Solicitor to confirm language.

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 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.

Commented [SR2]: Solicitor to confirm language

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.
- ix) all other requirements outlined in the City's Lot Grading and Drainage Guidelines.

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

- x) that the said site and grading plan is in conformity with the approved Lot Grading Plan included in Schedule "E" of this Agreement and with the road grades as shown on the approved Plans and Specifications approved by the Director;
  - xi) that the Engineer has examined the plans and drawings for the proposed dwelling to be erected on the Lot or Block; and;
  - xii) that the siting of the proposed dwelling and/or detached accessory buildings and/or structures as shown on the site and grading plan accurately reflects the proposed buildings as shown on the plans and drawings for which a Building Permit has been applied.
- f) The Owner AGREES that the services of the Engineer will be retained for the purposes of preparing an as-built Lot Grading Plan for each Lot and Block. The Owner further AGREES to have the Engineer review the as-built Lot Grading Plan and issue a Certificate in accordance with Section 5.e).
- g) The Owner of any Lot with a sewage system AGREES that it shall be 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.

i) The Owner agrees to maintain and a post a copy of the overall Lot Grading Plan in any home sales office/ online for prospective buyers to view.

#### **6. PAYMENT OF TAXES**

a) The Owner AGREES to pay all arrears of taxes outstanding against the Land herein described before execution of this Agreement by the City.

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

#### **7. COMMUTATION OF LOCAL IMPROVEMENTS**

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

#### **8. DEFAULT**

a) The Owner shall be in default of this Agreement if the Owner fails to install the Public Services in compliance with the approved drawings and within the time schedule agreed upon, or if the Owner:

- i) is not diligently completing the Public Services within the specified time, and/or;
- ii) neglects or abandons the Public Services prior to completion, and/or;
- iii) has caused unreasonable delays so that this Agreement is not being complied with or is carelessly executed, and/or;
- iv) is refusing to renew or complete such Public Services as may be directed as defective or unsuitable, and/or;
- v) is not constructing the Public Services in compliance with the Director's approved drawings and conditions and/or

- vi) otherwise defaults in its obligations set out in performance in accordance with this Agreement.
- b) In the event that the City determines the Owner to be in default as hereinbefore provided, the City shall notify the Owner of the particulars of such default by registered mail and shall specify the time within which such default shall be remedied.
- c) In the event that the Owner fails to remedy the default within the time specified, the City shall thereafter have full authority and power to stop all Public Services and if the City so elects, it may purchase such materials, tools and machinery and employ such workers or contractors as in the opinion of the Director, are necessary to complete the Public Services. The City shall be entitled to draw upon its security without further notice to the Owner in order to provide funds for payment of any Public Services undertaken by the City.
- d) If the cost of any work performed by the City exceeds the value of the security available to the City, then the Owner shall, within 30 days of written demand by the City, reimburse the City for such excess expenses and administrative costs. If it is not paid within 30 days of the demand, such unpaid balance shall bear interest at the rate determined by the Treasurer, and may be applied as a charge on the Land.
- e) Unless the remedy of the default is in the nature of an emergency, the notice of default provided-for above shall allow the Owner at least ten (10) business days to cure the default before the City may act on the Owner's behalf and use any remedies set out in this Section 8 or elsewhere in this Agreement.

## **9. FINANCIAL ARRANGEMENTS**

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

- a) The Owner-at 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%).

- iv) The resultant amount including H.S.T. shall be the revised amount of security required to be held pursuant to Schedule "D".
- v) At no time can the amount of security be reduced to below the actual amount required to secure the completion of Public Services and the full payment of the required Development Charges.

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

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

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

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

Said Engineering Fee, intended to reimburse the City for the expenses incurred by it in processing the post-draft-plan-approval development of the subdivision, shall be in the amount of 3.7% of the estimated construction value of the Public Services created relative

to the subdivision as laid out in Schedule "D" (exclusive of H.S.T.). Inter alia, the above mentioned fee includes all services provided by the City in relation to approval of the grading on individual Lots and Blocks created by the registered plan. The collection of all of the aforementioned Fees shall be in accordance with By-Law 2007-132, as amended.

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

<b>2019 URBAN - LINDSAY</b>		Single- or Semi- Detached	Row or Multiple	Apartment: Two or More Bedrooms	Apartment: One Bedroom	Total
Residential Dwelling Unit Type						
Number of Dwelling Units in Proposed Subdivision		15	--	--	--	--
Development Charge Rate Per Dwelling Unit	Health & Social	\$0	--	--	--	--
	Library	\$235	--	--	--	--
	Parks & Recreation	\$204	--	--	--	--
	Fire	\$532	--	--	--	--
	Paramedic	\$74	--	--	--	--
	Police	\$508	--	--	--	--
	Airport	\$31	--	--	--	--
	Transit	\$77	--	--	--	--
	Administration	\$140	--	--	--	--
	Roads & Related	\$5,313	--	--	--	--

**Commented [RP3]:** To be updated if agreement is not executed in 2019.

	Water Treatment	\$2,485	--	--	--	--
	Water Distribution	\$3,011	--	--	--	--
	Sewage Treatment	\$1,744	--	--	--	--
	Sewage Collection	\$5,825	--	--	--	--
	Total	\$20,179	--	--	--	--
Total Development Charges Owed to the City by the Owner		\$ 302,685		--	--	--

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 **Building Permit Application** 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.

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

- (i) On the 3<sup>rd</sup> anniversary of the execution of this Agreement, any remaining



payments of Development Charges are due;

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

available to the City.

#### **10. NOTIFICATION**

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

**Name** 405 St. David Street Investments Inc. c/o Mr. Morteza Alabaf  
**Address** 425 Alness Street, 2<sup>nd</sup> Floor  
Toronto, Ontario  
M3J 2T8  
**Phone** 416-244-4043  
**Email** morteza@ajgldevelopment.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 REPORT**

The Owner AGREES to implement the recommendations of the report titled "Geotechnical Investigation, Proposed Residential Subdivision Extension of St. Peter

Street, Lindsay, Ontario", dated June 18, 2007, prepared by Chung & Vander Doelen Engineering Ltd.,

**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 **Simpson Road** and **St. David Street**. 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 D06-18-135 and Zoning By-Law 2014-300, as amended which provides the following zoning:

LOT OR BLOCK	ZONE
Lots 1 to 15	R2
Block 16	RM2-S19
Block 17	OS(H1)

**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.

#### **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;
  - a. Drawing L1 (LANDSCAPE PLAN), revised May 9, 2019, prepared by Basterfield & Associates Landscape Architects
  - b. Drawing L2 (LANDSCAPE DETAILS), revised May 9, 2019, prepared by Basterfield & Associates Landscape Architects
- b) provide security in an amount shown in Schedule D to the City to ensure compliance with the street tree planting requirements for this Agreement;
- c) plant trees having a minimum caliper of sixty millimeters (60mm); and
- d) coordinate the approved landscape plan with the approved utility plan.

- 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 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 \_\_\_\_ as approved by the City.
- b) The Owner COVENANTS AND AGREES that he or his agent/builder/contractor will submit to the Chief Building Official of the City, a Site Plan and such other plans and drawings as the City deems necessary for the development of the Model Home area for approval of the Director, which approval must be obtained prior to the commencement of any work or construction hereunder and as a prerequisite to the issuance of the Building Permit with respect to the said Lot. Approval shall relate to the lot grading, drainage and landscaping as well as all other matters which the Owner proposes to install, construct or erect on the said Lot.
- c) The Owner COVENANTS AND AGREES to provide in accordance with the Site Plan to the satisfaction of and at no expense to the City, the following:
  - i) off-street granular parking facilities detailed in the Model Home Plan and access driveway;
  - ii) facilities for the lighting of the said Lot and the building or structure to be erected thereon;
  - iii) walls, fences, hedges, shrubs, and sod for the landscaping of the said Lot or for the protection of adjoining land;
  - iv) facilities for the construction, maintenance or improvement of water courses, ditches, and drainage works in connection with the development of the said Lot;

and

- v) grading and alteration in elevation or contour of the said Lot and provision for the disposal of storm, surface and waste water from the said Lot and from any building or structure to be erected, placed or constructed on the said Lot, to the satisfaction of the Director.

d) The Owner COVENANTS AND AGREES that he or his agent/builder/contractor will complete at its sole risk and expense the facilities and works referred to in Section 22.c) as well as those facilities and works referred to in the Site Plan.

e) The Owner COVENANTS AND AGREES that no building or structure or erection built, constructed or erected on any Lot as a model home shall be occupied, save and except that the building may be occupied for the sole purpose of an office to promote the sale of detached dwellings in the Plan of Subdivision as described in this Agreement.

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

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

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

a) The Owner AGREES to provide notification to any Purchaser/Grantee that no burning of brush or construction debris will be permitted without the prior written approval of the Fire Service Department, and further AGREES that it will itself comply with this policy.

b) The Owner and City AGREE that Building Permits will be restricted to provide for a fire break every six (6) Lots until external finishing, cladding, roofing and windows on each unit abutting each side Lot line has been completed, unless otherwise approved by the Fire Chief of the City.

c) The Owner further AGREES that street signs shall be erected that are painted and clearly legible as approved by the City, fastened securely to a post at least 2.1 metres above ground level at all street intersections and maintained until permanent signs are erected. These signs shall be erected upon completion of the road base and/or curbing.

**25. BELL CANADA REQUIREMENTS**

a) Prior to the issuance of Building Permits, the Owner AGREES that Bell Canada shall confirm to the City, that satisfactory arrangements, financial and otherwise, have been made with Bell Canada for any Bell Canada facilities serving this Plan of Subdivision which are required to be installed underground.

b) The Owner further AGREES to grant Bell Canada any easements that may be required for telecommunication services.

c) The Owner further AGREES that if there are any conflicts with existing Bell Canada facilities or easements, the Owner shall be responsible for re-arrangements or relocation.

**26. ENBRIDGE GAS DISTRIBUTION REQUIREMENTS**

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

**27. ARCHAEOLOGICAL FINDS**

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

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

**28. STORMWATER MANAGEMENT**

a) The Owner AGREES to implement the requirements incorporated in the Draft Plan Conditions attached as Schedule "F" and any reports submitted to Kawartha Region Conservation Authority and the City pertaining to:



- i) pre and post development run-off flows and 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.*

**b) UPGRADES TO EXISTING SANITARY SEWER**

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

**30. OTHER UPGRADES**

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

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

The Owner 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-eight thousand five hundred dollars (\$28,500.00) based on the appraisal of the entire draft approved plan dated August 24, 2018.

### **32. SCHEDULES**

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

- Schedule "A" – Description of Land (attached)
- Schedule "A-1" – Engineering Drawings (Complete Set & Electronic CD)  
To be on file with the City of Kawartha Lakes
- Schedule "B" – Land for Municipal Purposes (attached)
- Schedule "B-1" – Plan of Easements
- Schedule "C" – Specifications and Standards (attached)
- Schedule "D" – Summary of Estimated Costs (attached)
- Schedule "E" – Lot Grading Plan (on file with City)
- Schedule "F" – Conditions of Draft Plan Approval (attached)
- Schedule "G" – Special Warnings and Notices (attached)
- Schedule "H" – Composite Utility Plan (on file with the City)
- Schedule "I" – Letter of Undertaking (attached)

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

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

- a) local services installed at the expense of the Owner within the Plan of Subdivision as a condition of the approval under Section 51 of the Planning Act;
- b) local connections to watermains, sanitary sewers and storm drainage facilities

installed at the expense of the Owner; and are not related to development within the meaning of the Development Charges Act.

**34. BUFFER AND FENCING REQUIREMENTS**

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

**35. CANADA POST REQUIREMENTS**

The Owner COVENANTS AND AGREES to provide the City with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community Mail Boxes (CMBs) as required by Canada Post Corporation and in accordance with the requirements of Schedule "C" Section 14 at the time of sidewalk and/or curb installation. The Owner further covenants and agrees to notify prospective purchasers of locations of CMBs in accordance with Schedule "G" Item 11) 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**

There are no specific requirements affecting this subdivision.

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

There are no specific requirements affecting this subdivision.

**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 7451-ADXPAL issued October 11, 2016, as amended, for the sewers and stormwater management facilities.

**39. SUBORDINATION**

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

**40. MISCELLANEOUS**

a) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless the Agreement

specifies otherwise.

b) The City and Owner AGREE that they shall perform all of their respective obligations under this Agreement in an expeditious manner, which obligations include those set out in the Schedules attached hereto.

c) In the event that a Court determines that any provision of this Agreement, including any provisions set out in the Schedules attached to this Agreement is void or unenforceable:

- i) such provision shall be deemed severed from the Agreement and the balance of the Agreement and its Schedules shall continue in full force and effect; and
- ii) the parties shall provide and perform such further assurances as are necessary to ensure the implementation of those provisions deemed severed.

d) The parties agree and acknowledge that the City has the authority and jurisdiction to enter into, perform and enforce the provisions of the Agreement, including its Schedules.

e) It is hereby agreed and declared that where in this Agreement the context or required, words in the singular include the plural, words in the plural include the singular, and words importing the masculine gender include the feminine and neutral gender.

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

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

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

**42. IT IS DECLARED AND AGREED** that this Agreement and the covenants,

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

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

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Title:

*I have the authority to bind the Corporation.*

## **SCHEDULE "A"**

### **DESCRIPTION of the LAND**

The Land affected by this Agreement is legally described as Part of W ½ Lot 24, Concession 6, geographic Township of Ops, now in the City of Kawartha Lakes. More particularly, the Land is described as, Lots 1 to 15 both inclusive, and Blocks 16 to 19, both inclusive, the street named: Simpson Road, and the 0.3 m reserve namely Block 20, as shown on Plan 57M-\_\_\_\_\_, City of Kawartha Lakes.

## **SCHEDULE "A-1"**

### **ENGINEERING DRAWINGS**

***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.***

#### **Pearson Engineering Ltd. Project #17113 (Revision #2, February 28 2019)**

GN-1	General Notes
ND-1	Notes and Details
ND-2	Notes and Details
ND-3	Notes and Details
ND-4	Notes and Details
SPR-1	Site Preparation and Removals
SG-1	Site Grading Plan
AGP-1	Above Ground Servicing and Streetscape Plan
USP-1	Underground Servicing Plan
STM-1	Storm Sewer Drainage Area Plan
STM-2	Storm Sewer Drainage Area Plan – Overall
SAN-1	Sanitary Sewer Drainage Area Plan
PP-1	Plan & Profile – Simpson Road
PP-2	Plan & Profile – Barron Boulevard
PP-3	Plan & Profile – Existing Servicing Easement
SPM-1	Signage and Pavement Marking Plan
CUP-1	Composite Utility Plan
ESC-1	Erosion and Sediment Control, Construction Management Plan
ESC-2	Erosion and Sediment Control Details
L1	Landscape Plan, revised May 9, 2019, prepared by Basterfield & Associates Landscape Architects
L2	Landscape Details, revised May 9, 2019, prepared by Basterfield & Associates Landscape Architects

## **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.

**Commented [SR4]:** Solicitor to confirm language and legal description.

**2. EASEMENTS FOR UTILITY PURPOSES**

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

**3. PUBLIC HIGHWAYS**

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

**4. 0.3 METRE RESERVES**

The Owner shall convey Block 20, as shown on Plan 57M-\_\_\_\_\_ (16T-13501) to the City for the purpose of a 0.3 m reserve.

**5. STORMWATER MANAGEMENT FACILITIES**

Not applicable.

**6. PARKLAND**

Not applicable.



**SCHEDULE "B-1"**

**PLAN OF EASEMENTS**

**Page 1 of 2**

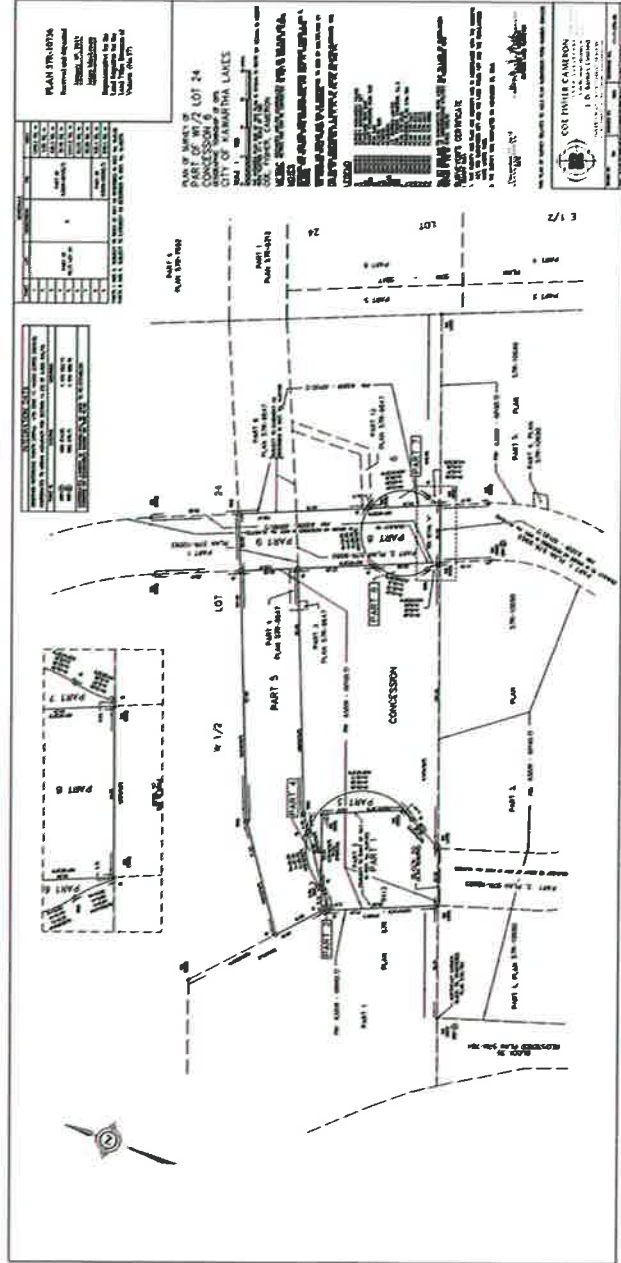
**Attach to Agreement**

"Legal description for 405 St. David ownership in Plan 57R-10736:

PT W1/2 LT 24 CON 6, OPS; PT LT 25 CON 6 OPS; AS IN R197501; EXCEPT PT 5  
TO 9 57R5090, PT 4 TO 6 57R7922, PT 1 57R9413, PT 1, 2, 3 57R9525, PT 2  
57R9960; T/W R374435; S/T EASEMENT OVER PT 2 57R9413 IN FAVOUR OF PT 1  
57R9413 AND ST. DAVID ST. AS IN KL6132; S/T EASEMENT AS IN R295322;  
SUBJECT TO AN EASEMENT IN GROSS OVER PT 6 57R9647 AS IN KL61106;  
SUBJECT TO AN EASEMENT IN GROSS OVER PT 1, 2, 3 57R10093 AS IN KL61107;  
CITY OF KAWARTHA LAKES"

**Commented [SR5]:** Solicitor to confirm legal description

Plan 57R-10736



Commented [SR6]: City Solicitor to assist

## **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.

### **3. Curbs and Gutters and Sidewalks**

Concrete curb and gutter shall be constructed in accordance with the OPSS - 353. Curb and gutter shall be constructed on both sides of all streets. The type of curb and gutter to be installed shall be as follows:

- i) Concrete barrier curb shall be constructed in accordance with OPSS 600.040 as determined by the City; and
- ii) Curb and gutter terminations shall be constructed in accordance with the OPSS 608.010.
- iii) Sidewalks shall be constructed in all locations as indicated within the site set out in Schedule "D" attached hereto and in accordance with OPSS - 351.

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

### **4. Watermains**

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

### **5. Sanitary Sewers**

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

b) Sanitary sewer pipe shall be a minimum nominal diameter of 200mm and shall

be manufactured of one of the following materials:

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

c) Unless otherwise specified, sewer pipe shall be laid in a Class "B" bedding consisting of approved crushed granular material mechanically compacted to a minimum Proctor Density of 95% in 150mm layers under the pipe to a depth of one-third (1/3) the outside diameter, such depth being a minimum of 150mm and a maximum of 300mm (200mm in rock). Like material shall be placed in 150mm layers, similarly compacted, on both sides of the pipe and to a depth of 300mm above the pipe, to the full width of the trench, which, at the top of the pipe, shall not exceed 600mm plus the outside diameter of the pipe. Where conditions warrant, the bedding material under the pipe and alongside the pipe up to the spring-line of the pipe shall be open graded 19mm crushed rock.

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

## **6. Storm Sewers**

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

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

#### **7. Stormwater Management Facility**

The Owner AGREES to implement any and all of the works identified in the Stormwater Management Report that details methods to be used to ensure storm water quality controls in accordance with the Ministry of Environment 'Stormwater Management Planning and Design Manual' (2003), to the satisfaction of the City and Kawartha Region Conservation Authority.

#### **8. Service Connections**

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

##### **a) Water Service Connections:**

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

##### **b) Sanitary Sewer Service Connections:**

###### **i) Material:**

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

Saddles: Cast iron, strap-on type or plastic, solvent-type compatible with the

type of pipe being used and complete with stainless steel straps. Alternatively, manufactured tee branches may be used.

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

ii) Installation:

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

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

iii) General:

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

Such locations shall be listed against Lot numbers to which they apply. Connections at the main sewer shall be measured from the nearest downstream manhole and locations at the street line from the nearest lot corner. All such horizontal measurements shall be to the nearest 100mm.

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

c) **Storm Sewer Service Connections:**

i) Material:

Pipe: P.V.C. plastic or A.B.S. solid wall plastic meeting the requirements of C.S.A. Standard B182.1 and having an S.D.R. of less than 29. The internal diameter shall be not less than -150mmø -.

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

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

Sump

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

ii) Installation:

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

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

The Parties AGREE that until a backwater 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**

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

#### **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-eight thousand five hundred dollars (\$28,500.00) based on the appraisal of the entire draft approved plan dated August 24, 2018.

**12. Buffering and Fencing Requirements**

Black vinyl chain link fence per City of Kawartha Lakes Standard 609R at 1.5 metres high, must be provided in the following locations: Rear Yards for Lots 1 to 15 inclusive, north side of lot flankages on Lots 1, 8, 15, and south side of lot flankages on Lots 9 and 10.

**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 and Blocks**

<b>Lot # / Block on Draft Plan 16T-13501</b>	<b>Address</b>
Lot 1	67 Barron Blvd
Lot 2	65 Barron Blvd
Lot 3	63 Barron Blvd
Lot 4	61 Barron Blvd
Lot 5	59 Barron Blvd
Lot 6	57 Barron Blvd
Lot 7	55 Barron Blvd
Lot 8	98 Simpson Rd
Lot 9	96 Simpson Rd
Lot 10	89 Simpson Rd
Lot 11	91 Simpson Rd
Lot 12	93 Simpson Rd
Lot 13	95 Simpson Rd
Lot 14	97 Simpson Rd
Lot 15	99 Simpson Rd
Block 16	72 Simpson Rd
Existing dwelling	105 Simpson Rd

**22. Requirement for Blasting**

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

**23. Dumping of Fill or Debris**

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

**24. Disposal of Construction Garbage**

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

**25. Qualitative and Quantitative Tests**

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

**26. Maintenance, Closing and Use of External Roads**

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

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

The Owner AGREES not to use or occupy any untravelled 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**

Schedule 'D'				
Subdivision Agreement				
Subdivision Works Including Site Works Already Completed				
	Unit	Price (\$)	Quantity	Total Cost (\$)
<b>1 Site Preparation, Removals and Erosion Control</b>				
Insurance, Mobilization & Demobilization	LS	\$10,000.00	1	\$10,000.00
Heavy Duty Silt Fencing (BSD-23)	m	\$21.00	1040	\$21,840.00
Rock Check Dams	ea	\$250.00	10	\$2,500.00
Construction of Mud Mat	ea	\$3,500.00	1	\$3,500.00
Removals Asphalt	LS	\$1,500.00	1	\$1,500.00
Removal & Disposal of Existing Curb	LS	\$1,500.00	1	\$1,500.00
Existing Concrete Pad, Bell Pedestal and Cable Pedestal to be Relocated	ea	\$3,000.00	2	\$6,000.00
<b>Subtotal: Site Preparation, Removals and Erosion Control</b>				<b>\$46,840.00</b>
<b>2 Storm</b>				
300mm ø P.V.C.	m	\$225.00	118	\$26,550.00
375mm ø P.V.C.	m	\$240.00	95	\$22,800.00
450mm CSP Culvert	m	\$375.00	14	\$5,250.00
1200mm ø (OPSD:701.010)	ea	\$6,500.00	5	\$32,500.00
600mm ø Catch Basin c/w Frame & Grate (OPSD:705.010/400.020)	ea	\$4,200.00	4	\$16,800.00
600mm ø Ditch Inlet Catch Basin c/w Frame & Grate (OPSD:705.030/403.010)	ea	\$3,500.00	1	\$3,500.00
Concrete headwall as per (OPSD 804.030)	ea	\$5,000.00	1	\$5,000.00
100mm ø Long Storm Service	ea	\$1,375.00	15	\$20,625.00
Infiltration Gallery Configuration A - 8m -1000x500mm 25mm clear stone	m <sup>3</sup>	\$450.00	20	\$9,000.00
Infiltration Gallery Configuration B - 15m -500x500mm 25mm clear stone	m <sup>3</sup>	\$450.00	15	\$6,750.00
Adjust existing storm structure top elevation to finished grade	ea	\$500.00	3	\$1,500.00
Connection to Existing Pipe c/w Restorations	ea	\$2,500.00	1	\$2,500.00
Existing Storm Service to be Removed and Capped at Main	ea	\$750.00	4	\$3,000.00
<b>Subtotal: Storm</b>				<b>\$155,775.00</b>
<b>3 Sanitary</b>				
200mm ø P.V.C. 404.020	m	\$175.00	247	\$43,225.00
1200mm ø (701.010)	ea	\$6,500.00	4	\$26,000.00
100mm ø Long Sanitary Service	ea	\$1,200.00	15	\$18,000.00
Adjust existing sanitary structure top elevations to be adjusted to finished grade	ea	\$500.00	3	\$1,500.00

Schedule D - Subdivision Agreement

Page 1



Connection to Existing Structure c/w Restorations	ea	\$1,500.00	1	\$1,500.00
Remove and Replace Existing 200mm dia Sanitary	LS	\$4,500.00	1	\$4,500.00
Existing Sanitary Lateral Service to be Removed and Capped at Main		\$750.00	6	\$4,500.00

**Subtotal: Sanitary** **\$99,225.00**

**4 Watermain and Appurtenances**

150 mm P.V.C. watermain	m	\$170.00	571	\$97,070.00
50 mm dia. watermain blow off	m	\$1,200.00	2	\$2,400.00
150 mm Gate Valve	ea	\$2,400.00	8	\$19,200.00
Hydrant Set, Valve and Tee	ea	\$6,500.00	2	\$13,000.00
19 mm ø Long Water Service c/w Curb Stop	ea	\$1,400.00	17	\$23,800.00
Water, Disinfection and Pressure Testing	ea	included	0	\$0.00
19mm Curbstop with rod & box	ea	included	0	\$0.00
Connection to Existing Pipe	ea	\$2,500.00	2	\$5,000.00
Existing Water Service to be Removed and Capped at Main	ea	\$750.00	6	\$4,500.00
Existing WM Valve to be Removed and Relocated	LS	\$2,500.00	1	\$2,500.00
Existing Hydrant to be Relocated	ea	\$2,500.00	2	\$5,000.00

**Subtotal: Watermain and Appurtenances** **\$172,470.00**

**5 Road**

Granular 'B' 300mm Depth	m <sup>2</sup>	\$12.50	4325	\$54,062.50
Granular 'A' 150mm Depth	m <sup>2</sup>	\$10.25	4050	\$41,512.50
HL4 Asphalt Binder Course 50mm Depth	m <sup>2</sup>	\$12.25	4050	\$49,612.50
HL3 Asphalt Surface Course 40mm Depth	m <sup>2</sup>	\$11.25	4050	\$45,562.50
HL3 Asphalt Driveway	m <sup>2</sup>	\$11.25	465.5	\$5,236.88
Storm 150 mm Dia Subdrain Road (OPSD218.021)	m	\$12.00	517	\$6,204.00
Curb and Gutter (muni-1350) (608.010/605.030/600.040)	m	\$75.00	545	\$40,875.00
1.5m wide Concrete Sidewalk	m <sup>2</sup>	\$75.00	256	\$19,200.00
Black Vinyl Fencing	m	\$90.00	372	\$33,480.00
Concrete Mail Box Pad	LS	\$1,500.00	1	\$1,500.00
TerraFix FM200 Synthetic Erosion Control Mat	LS	\$3,000.00	1	\$3,000.00
Electrical Light Standards	ea	\$2,500.00	11	\$27,500.00
Line Painting	LS	\$1,500.00	1	\$1,500.00
Road Signage	LS	\$2,000.00	1	\$2,000.00

**Subtotal: Road** **\$331,245.88**

**6 Legal Fees**

Miscellaneous Legal Fees (associated with review and registration)	LS	\$6,000.00	1	\$6,000.00
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**Subtotal: Legal Fees** **\$6,000.00**

<b>7 Earthworks</b>					
Material Removals (Incl. Clearing and Grubbing)	LS	included	0		\$0.00
Mud Mat	ea	included	0		\$0.00
Siltation Ponds (Inc. Snow Fence)	ea	\$1,100.00	5		\$5,500.00
R50 Rip Rap and Filter Cloth	m <sup>2</sup>	\$65.00	94		\$6,110.00
Terrafix FM200 Synthetic Erosion Control Blanket	LS	\$3,000.00	1		\$3,000.00
Remove Ex. Gravel Driveway & Restore with Topsoil and Sod	LS	\$2,500.00	1		\$2,500.00
ROW Topsoil and Sod	m <sup>2</sup>	\$12.50	1889		\$23,362.50
<b>Subtotal: Earthworks</b>					<b>\$40,472.50</b>
<b>8 Works North &amp; East of Simpson Road Cul-de-Sac</b>					
Granular 'B' 300mm Depth	m <sup>2</sup>	\$12.50	1600		\$20,000.00
Granular 'A' 150mm Depth	m <sup>2</sup>	\$10.25	1600		\$16,400.00
Excavation and Grading, Restoration	m	\$50.00	201		\$10,050.00
<b>Subtotal: Works North &amp; East of Simpson Road Cul-de-Sac</b>					<b>\$46,450.00</b>
<b>9 Electrical (*Prepared by RJ Burnside &amp; Associates Ltd.)</b>					
Supply, install operating streetlighting systems. Street light poles including luminaires, poles, grounding, 10A inline fused and bracket arms	ea	\$3,540.00	8		\$28,320.00
Supply, install a street lighting pedestal c/w meter and panelboard.	ea	\$1,800.00	1		\$1,800.00
Supply, install direct buried ductbank including wires.	m	\$56.00	555		\$31,080.00
Supply, install concrete encased road crossing ductbank include wires	m	\$132.00	56		\$7,392.00
<b>Subtotal: Electrical</b>					<b>\$68,392.00</b>
<b>10 Landscaping (*Prepared by Basterfield &amp; Associates)</b>					
<i>Street Tree Planting (inclu. plant, mulch and installation)</i>					
Deciduous Trees - 60mm caliper	ea	\$550.00	19		\$10,450.00
Deciduous Trees - 60mm caliper	ea	\$300.00	7		\$2,100.00
Coniferous Trees - 200cm	ea	\$450.00	4		\$1,800.00
<i>Valley Planting (inclu. plant, mulch and installation)</i>					
Deciduous Trees - 100cm whip	ea	\$75.00	455		\$34,125.00
Coniferous Trees - 100cm whip	ea	\$130.00	177		\$23,010.00
Deciduous Shrubs - 40cm container	ea	\$25.00	3250		\$81,250.00

<i>Seed (inclu. plant, mulch and installation)</i>				
Hydroseed (inclu. topsoil and fine grading)	m <sup>2</sup>	\$2.50	6500	\$16,250.00
<b>Subtotal: Landscaping</b>				<b>\$168,985.00</b>
<b>Subtotal (Items 1.0 - 10.0)</b>				<b>\$1,135,855.38</b>
<b>11 Engineering and Contingency</b>				
5% Contingency				\$56,792.77
7% Engineering				\$79,509.88
<b>*Subtotal</b>				<b>\$1,272,158.02</b>
H.S.T - 13%				\$165,380.54
<b>Total Construction Costs</b>				<b>\$1,437,538.56</b>
<b>*DAAP Fee: 3.7% of Subtotal - Pre H.S.T.</b>				<b>\$47,069.85</b>
<b>12 Security</b>				
Security inclusive of H.S.T.				
<b>Total of Security</b>				<b>\$1,437,538.56</b>

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

Name Mike Dejean  
 Title Manager of Engineering Services  
 Date 28-Feb-19

Note: Release of any security will require signoff from all other involved parties certifying all works are completed as per the site plan agreement (i.e. City of Kawartha Lakes Building Division, Parks Canada, Conservation Authority). Upon completion of the site works, the Engineering department will require as-built information, certification, a statutory declaration, and Details regarding the cleaning of the Oil/Grit Separator (OGS) as well as installation certification of the OGS prior to any inspection for security reduction.

#### **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, as amended, the fee is \$ **47,069.85**. The initial payment of \$15,325.73, which was comprised of 75% of the fee based on the estimated draft Schedule D Cost Estimate DAAP Fee value of \$20,434.31 was submitted on October 28, 2015. Therefore, the remainder fee owed is **\$31,744.12**

**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 Corporation of the City of Kawartha Lakes granted draft plan approval on October 24, 2014 and such approval was subject to the following conditions:**

#### **CONDITIONS OF DRAFT PLAN APPROVAL-Scugog River Developments Inc.**

##### **GENERAL CONDITIONS**

1. That this approval applies to the draft plan of subdivision 16T-13501 prepared by R.J. Burnside & Associates Limited, drawing number DP-1, dated May 24, 2013, last revised June 10, 2013, which shows a total of 15 single family lots, being Lots 1 to 15 inclusive, Block A for 56 cluster villa residential units, Block B, as redlined, for open space, Blocks C, D, E, and F for 0.3 m. reserves, Blocks G and H for daylighting triangles, Blocks I and J for temporary turning circles.
2. All conditions shall be fulfilled and satisfied, and final approval shall be given or this draft plan approval shall lapse after three (3) years from the date the Notice of Decision is sent out with respect to this draft approval.
3. Prior to the signing of the final plan by the Director, a Subdivision Agreement shall be entered into and executed by the owner and the City to satisfy all financial, legal, and engineering matters, including the design, provision and installation of roads, services, sidewalks, on-street illumination, tree plantings, walkways, daylighting triangles, road signs, traffic signals, stormwater management facilities and drainage works, and all recommendations contained in related technical reports approved by the City.
4. The Subdivision Agreement shall include the payment of all applicable development charges in accordance with applicable Development Charges By-law.
5. The owner agrees, in writing, to the registration of the Subdivision Agreement against the land to which it applies once the plan of subdivision has been registered.
6. The road allowances included in this draft plan shall be shown and dedicated as public highways.
7. The streets shall be named to the satisfaction of the City.
8. Civic addressing shall be assigned on the basis of lots being subdivided in the future, to the satisfaction of the City, and that the assignment of civic addresses be included in the Subdivision Agreement, either in chart form within the body of the agreement or as a Schedule to the Agreement.
9. The owner and the City shall agree in the Subdivision Agreement that:
  - a) No building permit will be issued for any individual lot or block until underground municipal services are installed and operational and the roadway is constructed to base asphalt condition.
  - b) All lots and blocks will be developed in accordance with the approved engineering designs for the subdivision.

- c) The building permit applicant for each such lot or block shall submit individual lot grading and drainage plans and receive approval from the City prior to the issuance of a building permit.
- 10. The owner shall agree in the Subdivision Agreement 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 through an access provided to the development from Simpson Road and St. David Street. Measures to minimize construction mud on the roads as well as road cleaning at the owner's expense will be included in the Subdivision Agreement. The Subdivision Agreement shall specify that the construction management plan will be in force until such time that underground municipal services are installed and operational, the roadway is constructed to base asphalt condition, and all "earthworks" identified in the Schedules to the Subdivision Agreement are completed.
- 11. The schedule to the Subdivision Agreement entitled "Special Warnings and Notices" shall incorporate a notice advising of the existence of the City's Noise By-law and warning that construction activities within the subdivision may be subject to regulation and/or restrictions thereunder.

#### **NEW AND EXPANDED PUBLIC ROADS**

- 12. The owner shall convey to the City, at no cost, the land comprising the new public streets, as shown on the draft plan, such land to be free and clear of all encumbrances.
- 13. The owner shall provide for the design and construction of the proposed new streets and any alterations required to existing streets, at no cost to the City.

#### **ROADS AND TRAFFIC**

- 14. The Subdivision Agreement between the owner and the City shall provide that the owner agrees to design and construct, entirely at its expense, the roadways, sidewalks, and all municipal services for the proposed subdivision, and any external improvements adjacent to the proposed subdivision in accordance with all recommendations contained in related technical reports approved by the City as required in Condition 3.
- 15. The owner shall convey to the City, at no cost, the land comprising the new public streets, day-lighting triangles, road widenings, and 0.3 metre reserves, as shown on the draft plan, such land to be free and clear of all encumbrances. These lands shall be dedicated as public highways.
- 16. Any dead end streets and open sides of road allowances created by this draft plan shall be terminated in 0.3 metre reserves to be conveyed to and held in trust by the City.
- 17. The owner agrees to route all construction traffic from St. David Street and Simpson Road into the development.
- 18. The Subdivision Agreement shall require the owner to provide an overall traffic lane marking and signage plan for all internal roadways to the City's satisfaction, including any external improvements adjacent to the proposed subdivision identified as being required or recommended in related technical reports approved by the City, as required in condition 3 above. The installation of pavement markings and signage, as well as any required modifications to existing pavement markings and signage, shall be at the owner's expense and responsibility.
- 19. The owner shall provide a comprehensive streetscaping plan showing all above-ground

utilities, street furniture, street tree planting, and/or boulevard landscaping. The plan shall also illustrate how on-street parking can be accommodated between street furniture and driveway locations.

20. That the owner agrees in writing to satisfy all the requirements, financial and otherwise, of the City regarding the provision of roads, installation of services and drainage.
21. The requirements to be addressed in the Subdivision Agreement pursuant to condition 3, above, shall include the following:
- a) that watermains and fire hydrants be approved by the Fire Chief and that the City of Kawartha Lakes Fire Department be satisfied with respect to street signage, fire breaks between structures under construction, and the disposal of construction material, among other things. The Subdivision Agreement shall incorporate all of the requirements of the Fire Department;
  - b) that each of the approved lots will be connected to the City's municipal water and sewage systems, to the satisfaction of the City; and,
  - c) that the owner shall satisfy the City that the land is not contaminated and that a copy of the report, be forwarded to the City for review and approval. The City reserves the right to have the report peer reviewed at the owner's expense.
22. The owner shall agree in the Subdivision Agreement that development adheres to all recommendations of the Riverview Estates Development Traffic Impact Statement and Addendum and that they shall be fully incorporated into the Plan of Subdivision when the Subdivision Agreement is executed.

#### **CONVEYANCE OF PUBLIC HIGHWAYS, WALKWAYS AND PARKLAND**

23. The owner shall convey to the City, at no cost, Blocks C, D, E, and F, being 0.3 metre reserves, as shown on the draft plan, such land to be free and clear of all encumbrances.
24. The owner shall convey to the City, at no cost, Blocks I and J for temporary turning circles, as shown on the draft plan, such land to be free and clear of all encumbrances.
25. The owner shall convey to the City, at no cost, Blocks G and H, being day-lighting triangles, as shown on the draft plan, such land to be free and clear of all encumbrances and dedicated as public highways on the final plan.
26. The owner shall convey to the City, at no cost, Block B as redlined on the draft plan, such land to be free and clear of all encumbrances.

#### **PARKLAND**

27. That the owner conveys land in the amount of 5% of the land included in the plan to the City for park purposes pursuant to the provisions of Section 51.1(1) of the Planning Act. Alternatively, the City may, pursuant to subsection 51.1(3) of the Planning Act, accept payment in lieu of the said conveyance. For the purpose of determining the amount of any such payment, the value of the land shall be determined by an accredited appraiser. The date of this appraisal shall be no later than the day before the date of the notice of decision to grant draft plan approval or the date of the most recent extension pursuant to subsection 51(33) of the Planning Act, to the approval of the draft plan of subdivision. The City is not required to accept the appraisal report and reserves the right to have the appraisal report peer reviewed and to negotiate the cash-in-lieu payment.
28. The owner shall agree in the Subdivision Agreement to install commercial grade black



chain link fence along the rear lot lines of Lots 1 to 8 inclusive and 11 to 15 inclusive and along the rear and south side lot lines of Lots 9 and 10.

#### **ZONING**

29. Prior to the signing of the final plan by the Director, the Planning Division shall confirm that any amendment to the Zoning By-law necessary to implement this plan shall be approved and in effect.
30. An Ontario Land Surveyor confirms that the proposed lot frontages and areas appearing on the final plan conform to the requirements of the Town of Lindsay Zoning By-law.

#### **SITE SERVICING**

31. The Subdivision Agreement shall provide for the installation of a piped water system, sanitary sewage collection system, and stormwater management system to the satisfaction of the City and furthermore, upon satisfactory final inspection, shall provide for assumption of such systems by the City. The construction and conveyance of the municipal infrastructure shall be at the owner's expense and responsibility.
32. The owner agrees that all residential sanitary services shall drain by gravity and not use sump pumps for drainage.
33. Prior to the signing of the final plan by the Director, the owner shall obtain an Environmental Compliance Approval (ECA) from the Ministry of the Environment for the municipal sewer works.

#### **STORMWATER MANAGEMENT**

34. Prior to the signing of the final plan by the Director and any on-site grading or construction, a stormwater management report in accordance with the appropriate standards shall be submitted to the Kawartha Conservation, Trent-Severn Waterway, Department of Fisheries and Oceans and the City for their approval. The report should detail the pre and post development stormwater flows for all events up to and including the 100 year stormwater flows.
35. Prior to the signing of the final plan by the Director, Kawartha Conservation and the City shall be provided with a detailed erosion and siltation mitigation plan with measures to be used prior to, during and after construction. The said plan shall be complete to the satisfaction of these agencies.
36. The Subdivision Agreement shall contain a provision acceptable to Kawartha Conservation and the City that the owner agrees to implement the works referred to in the stormwater management report and the erosion and sedimentation control plan prior to any on-site grading or construction and/or the issuance of building permits.

Prior to the signing of the final plan by the Director and any on-site grading or construction, Kawartha Conservation and the City shall receive, review and approve reports describing:

- a) the intended means of conveying stormwater flow from the site, including use of stormwater management techniques which are appropriate and in accordance with accepted practices;
- b) the anticipated impact of the development on water quality, as it relates to fish and fish habitat once adequate protective measures have been taken;
- c) the means whereby erosion and sedimentation and their effects will be minimized

- on the site both during and after construction;
- d) supporting technical documentation should also be submitted which meets or exceeds standards in the Technical Guidelines Erosion and Sediment Control, February 1989, published by the Ministry of Natural Resources;
  - e) site soil conditions, including grain size distribution profiles; and
  - f) site grading plans.
- g) The Subdivision Agreement shall contain the following provisions, in wording acceptable to the Kawartha Conservation and the City, wherein the owner agrees:
- h) before commencing any grading or construction on any lot, to have prepared detailed reports, drawings and site plans acceptable to the City and Kawartha Conservation, which will show:
    - i) the location of all buildings and structures to be erected on the site and all final grades and vegetation; and,
    - ii) the means whereby storm drainage will be accommodated, and the means whereby erosion and siltation will be contained and minimized, both during and after the construction period.
  - i) to carry out, or cause to be carried out, the works recommended in all reports submitted for approval by approval agencies;
  - j) to erect snow fencing or other suitable barriers prior to initiating any grading or construction on the site to prevent the unauthorized dumping of fill and to keep these barriers in place until all grading and construction on abutting lots and roadways has been completed to the satisfaction of both the City and Kawartha Conservation; and,
  - k) that the owner agrees to 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 Conservation and the City.
37. The owner shall agree in the Subdivision Agreement that development adheres to all recommendations of the Riverview Estates Development Scoped Environmental Impact Study (Section 6.1, R.J. Burnside & Associates Limited, dated December, 2012) and that they shall be fully incorporated into the Plan of Subdivision when the Subdivision Agreement is executed;
38. Prior to final approval and any grading taking place, a planting /landscaping plan utilizing local native species for the stormwater management facility and riparian areas be submitted to KRCA for our review and approval;
39. Prior to final approval and any grading taking place, an erosion and sediment control plan and report detailing the measures that will be implemented before, during and after construction to minimize soil erosion and sedimentation be prepared to our satisfaction. The report should clearly indicate the measures taken to protect the channel bed and banks of the existing watercourse from the anticipated increase in peak flows and runoff volume from the site as well as appropriate monitoring details;
40. Prior to final approval and any grading taking place, a detailed stormwater management report describing the final design of stormwater controls as per the Functional Servicing and Stormwater Management Report (R.J. Burnside & Associates Limited, dated December, 2012) is submitted to KRCA for review and approval;
41. The Subdivision Agreement contain the following provisions in wording acceptable to the

**KRCA:**

- a) That the owner agrees to implement all recommendations of the Riverview Estates Development Scoped Environmental Impact Study (Section 6.1, R.J. Burnside & Associates Limited, dated December, 2012)
- b) That the owner agrees to implement all measures identified in the reports referenced in conditions above. Once deemed satisfactory, these reports (i.e., erosion and sediment control plan, detailed stormwater management report and) should be referenced in the agreement;
- c) That the owner agrees to employ all stormwater management, erosion and sediment control structures in a functional manner prior to site disturbance and maintain these structures operating in good repair during and after the construction period, until such time as all disturbed soils surfaces have become stabilized and/or revegetated.

**ENVIRONMENTAL CONDITIONS**

- 42. The owner shall pay for all costs associated with the City retaining an acoustical, environmental, hydrogeologist, traffic consultant to peer review all necessary Acoustical, Environmental, Hydrogeological, Traffic Assessment and remedial action plans submitted in support of the development.
- 43. The owner shall pay for all costs associated with the City retaining an acoustical, environmental, hydrogeological, traffic consultant to peer review all necessary Acoustical, EIS, Hydrogeological, Traffic Assessment submitted in support of the development.
- 44. In the event of an impasse between the applicant and the City, the owner shall agree to pay all costs associated with the City retaining a qualified, mutually agreed upon, acoustical, environmental, hydrogeological, traffic consultant for a second peer review of the respective report(s) submitted in support of the development.
- 45. The owner shall submit a Record of Site Conditions (RSC) of the subject land, and written confirmation from a qualified professional that the recommendations of such RSC have been implemented and completed to the satisfaction of the MOE.

**EASEMENTS AND AGENCY SPECIFIC CONDITIONS**

- 46. The owner shall co-ordinate the preparation of an overall utility distribution plan to the satisfaction of all affected authorities.
- 47. All easements as may be required for utility and/or drainage purposes shall be granted to the appropriate authority.
- 48. Satisfactory arrangements, financial and otherwise, shall be made with Bell Canada for any Bell underground facilities serving the subdivision.
- 49. The owner agrees in the Subdivision Agreement with the City to grant Bell Canada any easements that may be required for telecommunication purposes.
- 50. 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. If there are any conflicts with existing Bell Canada facilities or easements, the owner/developer shall be responsible for the relocation of such facilities or easements.

51. The owner is hereby advised that prior to commencing any work within the Plan, the owner 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 owner is hereby advised that the owner may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the owner elects not to pay for such connection to and/or extension of the existing communication / telecommunication infrastructure, the owner 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)
52. Bell Canada requires one or more conduits of sufficient size from each unit to the room(s) in which the telecommunication facilities are situated and one or more conduits from the room(s) in which the telecommunication facilities are located to the streetline.
53. Bell Canada will be servicing the SFU and MDU with fibre to the home or suite technology. Access to joint trench will be required.
54. Prior to the signing of the final plan by the Director, the owner shall satisfy all requirements, financial and otherwise, of the Hydro One Networks Inc.
55. That the owner enters into a Subdivision Servicing 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 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.
56. The Subdivision Agreement contain the following provision: "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 Consumers Gas".
57. The Subdivision Agreement shall include wording to the satisfaction of Canada Post Corporation concerning the location of community mailboxes for the purposes of mail delivery.
58. The Subdivision Agreement shall contain provisions requiring the owner to provide for the following requirements of Canada Post Corporation:
- a) Inform all prospective purchasers, through a clause in all Agreements of purchase and sale, as to those lots identified for potential Community Mailbox, mini-park and/or locations;
  - b) Provide, at the owner's expense, curb depressions at the Community Mailbox location 2 metres in width and no higher than 25 mm. Poured pad specifications as per municipal sidewalk requirements;
  - c) Provide, at the owner's expense, a paved lay-by at the Community Mailbox location when required by the municipality;
  - d) Provide for appropriate signage identifying temporary community mailbox locations and that they may ultimately be moved to another location; and,

- e) If a grassed boulevard is planned between the curb and the sidewalk where the Community Mailbox is located, install at the owner's expense, a walkway across the boulevard. The walkway is to be 1.0 metres in width and constructed of a material suitable to the municipality (e.g. interlock, asphalt, concrete, etc.). In addition, the developer shall ensure, by forming or cutting the curb, that this walkway is handicapped accessible by providing a curb depression between the street and the walkway. This depression should be 1.0 metres wide and no higher than 25 mm.

59. Prior to the signing of the final plan by the Director, the owner shall carry out a cultural heritage resource assessment of the subject property and mitigate, through avoidance or documentation, adverse impacts to any significant, cultural heritage resources found to the satisfaction of the Ministry of Culture, Tourism and Sport. No demolition, grading or other soil disturbances shall take place on the subject property prior to the Ministry of Culture, Tourism and Sport confirming to the City that all heritage resource concerns have met licensing and resource conservation requirements.

60. The owner shall carry out an Archeological Assessment of the subject property and mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archeological resources found. No grading, related to preparation of the site for the draft plan of subdivision, shall take place on the subject property prior to the approval authority and the Ministry of Culture, Tourism, and Sport confirming that all archeological resource concerns have met licensing and resource conservation requirements.

#### **SPECIAL CONDITIONS**

61. That subsequent to the execution of the Subdivision Agreement by the Owner and prior to the signing of the final plan by the Director, the City Treasurer shall confirm in writing to the Director that all financial obligations and payments to the City, as set out in the Subdivision Agreement, in accordance with condition 3, have been satisfied including, but not limited to:

- a) all applicable Development Charge payments in accordance with the requirements of all applicable Development Charge By-laws,
- b) all applicable Capital Charge payments in accordance with the requirements of all applicable Capital Charge By-laws,
- c) all applicable Local Improvement payments in accordance with the requirements of all applicable Local Improvement By-laws,
- d) all applicable fees payable in accordance with the requirements of all applicable municipal by-laws, including fee by-laws,
- e) the form and amount of the securities that the owner is required to have posted to secure its obligations under the Subdivision Agreement, including the identification of any reduction in such securities that has already been incorporated into the Subdivision Agreement,
- f) where there has been such a reduction in such securities, a Statutory Declaration submitted on behalf of the Owner confirming payment of all accounts for material, labour and equipment employed in the installation of the services on whose completion such reduction has been computed and applied, and

- g) any financial obligations with which the owner's compliance has been deferred or from which the owner has been exempted pursuant to the terms of the Subdivision Agreement.

It is acknowledged that prior to the signing of the final plan by the Director, a copy of the Subdivision Agreement will be forwarded to Planning Committee for endorsement which will include a Planning Report along with the financial reporting as outlined above.

#### **CLEARANCE CONDITIONS**

- 62. That prior to the signing of the final plan by the Director, Development Services shall confirm that conditions 1 to 20 inclusive, 21 c), 22 to 26 inclusive, 29, 30, 34 to 39 inclusive, 43 to 49 inclusive, and 63 have been satisfied.
- 63. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the City's Public Works Division indicating how conditions 21 b), 31 to 33 inclusive, and 47 have been satisfied.
- 64. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the Community Services Division indicating how conditions 27 and 28 have been satisfied.
- 65. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the City's Emergency Services Division indicating how conditions 21 a) have been satisfied.
- 66. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the Kawartha Conservation indicating how conditions 34 to 43 inclusive have been satisfied.
- 67. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the Trent-Severn Waterway indicating how conditions 34 and 35 have been satisfied.
- 68. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from Bell Canada indicating how conditions 50 to 55 inclusive have been satisfied.
- 69. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from Hydro One Networks Inc. indicating how conditions 56 and 57 have been satisfied.
- 70. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from Consumer Gas indicating how conditions 58 have been satisfied.
- 71. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the Canada Post Corporation indicating how conditions 59 and 60 have been satisfied.
- 72. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the Ministry of Culture, Tourism & Sport indicating how conditions 61 and 62 have been satisfied.

**NOTES TO DRAFT PLAN APPROVAL of 16T-13501 (D05-18-111)**

**1. Clearance Letters**

It is the Owner/applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters have been forwarded by the appropriate agencies / utility companies to the City of Kawartha Lakes to the attention of the Director of Development Services quoting the above noted file. For your information the following are the contacts:

Juan Rojas  
Manager of Engineering  
City of Kawartha Lakes  
12 Peel Street  
Lindsay, ON K9V 3L8  
Tel: (705) 324-9411 ext. 1151  
Fax: (705) 328-3122

Craig Shanks,  
Director of Community Services  
City of Kawartha Lakes  
50 Wolfe Street,  
Lindsay, ON K9V 2J2  
Tel: (705) 324-9411 ext. 1307  
Fax: (705) 324-2051

Ron Taylor  
Director of Development Services  
City of Kawartha Lakes  
180 Kent Street West, 2<sup>nd</sup> Floor  
Lindsay ON K9V 2Y6  
Tel: (705) 324-9411 ext. 1239  
Fax: (705) 324-4027

Mark Pankhurst, Fire Chief  
Emergency Services Department  
Kawartha Lakes Fire Rescue  
Service  
9 Cambridge Street North  
Lindsay K9V 4C4  
Tel: (705) 324-5731  
Fax: (705) 878-3463

Lina Raffoul, Manager  
Development & Municipal Services  
Bell Canada  
100 Borough Drive, Floor 5  
Scarborough ON M1P 4W2  
Tel: 416.296.6291  
Fax: 416.296.0520

Gary Panter (Fenelon Falls)  
Hydro One Networks Inc.  
913 Crawford Drive,  
Peterborough, ON K9J 3X1

Diana (DeDe) Adamowicz  
Delivery Planning Officer  
Canada Post Corporation  
Delivery Services Central,  
209 Dundas Street East,  
Whitby, ON L1N 2H0

Leah Stephens, Resources Planner  
Kawartha Conservation  
277 Kenrei Road,  
Lindsay, ON K9V 4R1

**2. Conveyances and 0.3 m. Reserves**

if land is to be conveyed to the City we suggest that the description of such parcels shall be by reference to either the Lot or Block on the Registered Plan or by Part on a Reference Plan of survey.

We further require the owner give to the City an undertaking to deposit with the Clerk a properly executed copy of the conveyance concurrent with the registration of the final plan, as signed by the Director.

If a 0.3 m. reserve is required along the side of either an existing or proposed road allowance, the 0.3 m. reserve shall be placed inside the public road allowance - eg. the final public road allowance would be 20.1 m. and be comprised of two (2) parts, the 19.8 m. wide road allowance and the 0.3 m. reserve. The latter would be deeded to the City in trust.

3. **Lands Required to be Registered under Land Titles Act**

We suggest that you make yourself aware of section 144 of the Land Titles Act and subsection 78(10) of the Registry Act. Subsection 144(1) of the Land Titles Act requires that a plan of subdivision of land that is located in a land titles division be registered under the Land Titles Act. Exceptions to this provision are set out in subsection 144(2). Subsection 78(10) of the Registry Act requires that a plan of subdivision of land that is located only in a registry division cannot be registered under the Registry Act unless that title of the owner of the land has been certified under the Certification of Titles Act. Exceptions to this provision are set out in clauses (b) and (c) of subsection 78(10).

4. **Sewage Works**

Approvals for sewage works are required under the Ontario Water Resources Act, R.S.O., 1990 as amended and the Environmental Protection Act, R.S.O., 1990 as amended.

5. **Water Works**

Water works shall meet the requirements of, and be approved by, the City of Kawartha Lakes Public Works Water and Waste Water Division, in accordance with the Safe Water Drinking Act, S.O. 2002 as amended and the Environmental Protection Act, R.S.O. 1990 as amended.

6. **Clearance of Conditions**

A copy of the Subdivision Agreement should be sent to public bodies with conditions covered under the Agreement. This will expedite clearance of the final plan. Please do not send a copy to the Ministry of Municipal Affairs and Housing



## **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 – Infiltration Trenches**

The Purchaser/Grantee acknowledges that an individual infiltration trench is to be constructed on each residential lot as part of the overall Stormwater Management Plan for the subdivision. The infiltration trenches will receive stormwater runoff from the roof of the residential building by connecting the eaves trough roof leader as per the accepted engineering drawings provided by Pearson Engineering. The connection to the infiltration trench is to remain as a permanent connection to ensure the functionality of the subdivision's overall Stormwater Management Plan. The Purchaser/Grantee acknowledges that surface ponding has been utilized as part of this design, including an emergency overflow to the adjacent ditch. The Purchaser/Grantee acknowledges they have received the report Infiltration Operations and Maintenance Report (17113), prepared by Pearson Engineering, dated July 2018 and the Purchaser/Grantee is responsible for the operations and maintenance of the infiltration trench.

##### **b) Warning – Sump Pump and Backwater 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

##### **d) 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 **Building Permit Application** 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) **Warning – Noise**

The Purchaser/Grantee acknowledges that the City of Kawartha Lakes regulates noise within the municipality. The City's Consolidated Regulation of Noise By-Law 2005 – 25 states in part that

No person shall, at any time, make, cause or permit the making of noise within the City that is the result of any of the activities described in Schedule "A" and that is audible to:

- a) a person in a premises or a vehicle other than the premises or vehicle from which the noise is originating; or
- b) a person in a residence other than the residence from which the noise is originating. And that,

No person shall, during the days and between the hours specified in Schedule "B", make, cause or permit the making of noise that is the result of any of the activities described in Schedule "B" and that is audible to:

- a) a person in a premises or a vehicle other than the premises or vehicle from which the noise is originating; and
- b) a person in a residence other than the residence from which the noise is originating.

For further information contact:

City of Kawartha Lakes  
Municipal Law Enforcement  
180 Kent Street West  
Lindsay, Ontario, K9V 2Y6

f) **Notice – Parkland and Recreation Area**

Not applicable.

g) **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.

h) **Notice – Fencing**

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

The Purchaser/Grantee acknowledges that he or she is aware that on Lots along Rear Yards for Lots 1 to 15 inclusive, north side of lot flankages on Lots 1, 8, 15, and south side of lot flankages on Lots 9 and 10, a black vinyl chain link fence shall be installed as per Schedule "A", and Schedule "C".

The City will own the fence upon assumption of the subdivision. No encroachment or access is permitted on the adjacent lands, beyond the fence delineation. In addition, the Purchaser/Grantee acknowledges that the City of Kawartha Lakes regulates fencing as per By-Law 2017-216, a By-Law to Regulate Fences in the City of Kawartha Lakes, as amended.

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

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

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

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

k) **Warning - Agricultural Land**

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

l) **Warning – Mailbox Locations**

The Purchaser/Grantee of any Lot or Block is advised that the mail will be delivered to community mailboxes within the Plan of Subdivision. The location of the community mailboxes and/or mini-park(s) is subject to the approval of Canada Post and the City. A community mailbox will be located on the north side of Simpson Road, east of lands identified as Block 16, in accordance with the Composite Utility Plan.

- m) **Warning - Parking on Internal Streets**  
The Purchaser/Grantee of any Lot or Block is advised that all Lots and Blocks, and all streets in the Subdivision will be subject to the Municipal By-laws. *Inter alia*, the Municipal By-laws may limit the time parked on Municipal streets.
- n) **Warning – Tree Preservation Zone**  
Not applicable.
- o) **Warning – Acoustic Barriers**  
Not applicable.
- p) **Warning – Hydrogeological Report**  
Not applicable.
- 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 – Boulevard**  
The Purchaser/Grantee of any Lot or Block is advised that the area of land lying between the travelled portion of the road and the property limit of the road allowance is municipal property known as the Boulevard, within the City's jurisdiction and control. The Purchaser/Grantee of any Lot or Block is advised they are responsible for the maintenance of grass on any portion of the Boulevard abutting their property. The Boulevard shall be kept clean and clear and cannot be altered without express written permission from the City.
- t) **Warning - Municipal Ditches**  
The Purchaser/Grantee of any lot is advised and acknowledges that storm ponding may occur in the municipal ditches

**SCHEDULE "H"**

**COMPOSITE UTILITY PLAN**

*Pearson Engineering Ltd., Project # 17113,  
Composite Utility Plan, CUP-1 February 28 2019*

**SCHEDULE "I"**

**LETTER OF UNDERTAKING BETWEEN OWNER AND ENGINEER** Page 1

**LETTER OF UNDERTAKING BY OWNER AND  
ENGINEER**

**Subdivision Agreement**

Minimum Requirements Checklist:

City of Kawartha Lakes, Development Engineering

September 19, 2019

Attn: Joe Newbury

**Re: Proposed Development of Riverview Estates, Ph. 2**

This confirms that an agreement has been executed between:

Owner, 405 St. David Street Investments and Owner's Engineer, Pearson Engineering Ltd., in connection with the above Development and provides for the Owner's Engineer to undertake, directly or through sub-consultants, until Assumption has been issued by the City of Kawartha Lakes, to:

1. review existing systems and design requirements, concepts and parameters with the Municipal Engineer;
2. arrange for topographic, pick-up and legal surveys and environmental, geotechnical, hydrogeological, or other studies that may be necessary for satisfactory design or as required by the Municipal Engineer;
3. submit conceptual designs as required by the Municipal Engineer;
4. submit detailed design plans and specifications in accordance with Municipal bylaws and the requirements of utility companies and government agencies and to the satisfaction of the Municipal Engineer;
5. provide cost estimates for all work and new/proposed works and periodic cost estimates of uncompleted work to the Municipal Engineer for calculation of security retention;
6. discuss the submissions under 3, 4 and 5 with Municipal staff as required by the Municipal Engineer;
7. attend pre-construction meeting as required by the Municipal Engineer;
8. undertake contract administration services using qualified personnel during construction and the maintenance period including:
  - a) interpretation of plans and specifications;
  - b) full time, resident inspection as required by the Subdivision Agreement to determine if the work substantially complies in all material respects with the approved design and with Municipal bylaws and with the requirements of utility companies and government agencies;
  - c) giving advance notification of inspections to the Municipal Engineer;
  - d) review and interpretation of test and inspection reports;
  - e) determination, and advising the Municipal Engineer, of corrective action required as a result of c) and e);
  - f) keeping a record of site visits and any corrective action taken as a result of f);
  - g) attending construction progress meetings; and
  - h) conducting final inspection to identify deficiencies.
9. submit summary reports as requested during construction and the maintenance period including test and inspection reports and his review and interpretation thereof all as required by the Municipal Engineer;
10. submit inspection certificates, materials testing, underground infrastructure inspections and other certifications required;
11. conduct inspections with the Municipal Engineer as required;
12. submit record drawings, service record cards and operation and maintenance manuals in the form required by the Municipal Engineer.

## SCHEDULE "I"

### LETTER OF UNDERTAKING BETWEEN OWNER AND ENGINEER Page 2

Reference to the Municipal Engineer above includes any person authorized to act on the Municipal Engineer's behalf.

If sub-consultants, or others with specialist responsibility, are employed on components of the work, the Owner's Engineer will act as the prime consultant for co-ordinating and reviewing overall design, layout and inspection and test reports, and for communicating with the Municipal Engineer.

The Municipal Engineer may request a summary of project's the Owner's Engineer and/or sub-consultants have completed that are similar in scope, nature and value to the Works and Services. The summary must include the names, curriculum vitae and employer of individuals assigned responsibility for various aspects of the work.

The Owner's Engineer and each sub-consultant carries professional liability insurance of \$5,000,000 per claim with a maximum deductible of \$10,000 and commit to continue the insurance throughout construction and the maintenance period.

We, the Owner and Owner's Engineer both acknowledge our separate responsibilities to each and to notify the Municipal Engineer as soon as possible prior to, or, if that is not possible, within one working day, if the Owner's Engineer ceases to be retained for all of the duties described or is unable to carry them out. Notification will be in writing delivered to the Municipal office or transmitted by fax.

I, the Owner's Engineer, will notify the Municipal Engineer as soon as possible prior to, or, if that is not possible, within one working day, of a decision or circumstance that results in a sub-consultant or other specialist ceasing to be retained on this project.

Name of Owner's Engineer:

Pearson Engineering Ltd.

Signature of Authorized Representative:

M. W. Dejean

Address:

48 Alliance Blvd., Unit 67  
Barrie, ON L4M 5K3



*Engineer's Seal*

If/We the Owner will stop construction as soon as it is safe to do so in the event the Owner's Engineer ceases to be retained, or is unable to carry out the described duties, until a new Commitment by Owner and Engineer has been delivered to the Municipal Engineer and he has authorized work to recommence, I/we will continue essential maintenance of the site.

I/we, the Owner, understand that the Municipality will rely on the expertise of the Owner's Engineer in performing services referred to in this Commitment letter. I/we acknowledge that review and inspections by staff or others on behalf of the Municipality do not relieve the Owner from complying with the requirements of the bylaws.

Name of Owner:

405 St. David Street Investments

Signature of Authorized Representative:

M. W. Dejean

Address:

425 Ainslie Street, 2<sup>nd</sup> Floor  
Toronto, ON, M5J 2T8