

The Corporation of the City of Kawartha Lakes

Agenda

Planning Advisory Committee Meeting

PC2019-08

Wednesday, December 2, 2020

Commencing at 1:00pm: Electronic Public Participation

Council Chambers

City Hall

26 Francis Street, Lindsay, Ontario K9V 5R8

Members:

Mayor Andy Letham

Deputy Mayor Patrick O'Reilly

Councillor Kathleen Seymour-Fagan

Councillor Andrew Veale

Mike Barkwell

Jason Willock

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As no public access to Council Chambers is permitted, members of the public are invited to watch the meeting live on YouTube at www.youtube.com/c/CityofKawarthaLakes

1.	Call to Order and Adoption of Agenda	
2.	Declarations of Pecuniary Interest	
3.	Public Meeting	
3.1.	PLAN2020-059	6 - 18
	Applications to amend the Town of Lindsay Official Plan and Lindsay Zoning By-law 2000-75 on the property described as Part Lot 5, S of Wellington St, Part 1, 57R-5112, former Town of Lindsay, identified as 44-64, 66 William Street North - J Eighteen Corp David Harding, Planner II	
3.1.1.	Public Meeting	
3.1.2.	Business Arising from the Public Meeting	
	That Report PLAN2020-059, Part Lot 5, S of Wellington St, Part 1, 57R-5112, former Town of Lindsay, now City of Kawartha Lakes, identified as 44-64, 66 William Street North, J Eighteen Corp. – D01-2020-005, and D06-2020-023, be received; and That PLAN2020-059 respecting Applications D01-2020-005, and D06-2020-023 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.	
3.2.	PLAN2020-060	19 - 29
	An application to amend the Township of Bexley Zoning By-law 93-09 on the property identified as 1093 North Bay Drive, Kirkfield - Makarios Corporation Kent Stainton, Planner II	
3.2.1.	Public Meeting	

3.2.2. Business Arising from the Public Meeting

That Report PLAN2020-060, **respecting Part of Lots 31 to 34, Part of Part 1 on 57R-4102 and Part 2 on 57R-8168, Geographic Township of Bexley and identified as 7 Copes Lane – Application D06-2020-026**, be received;

That a Zoning By-law Amendment respecting application D06-2020-026, substantially in the form attached as Appendix D to Report PLAN2020-060, be approved and adopted by Council; and

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

3.3. **PLAN2020-057**

30 - 106

Additional Residential Units

Anna Kalnina, Planner II

3.3.1. Public Meeting

3.3.2. Business Arising from the Public Meeting

That Report PLAN2020-057, **Additional Residential Units**, be received;

That By-laws to implement the proposed Official Plan Amendments, substantially in the form attached as Appendices B, C, D, E, and F to Report PLAN2020-057, be referred to Council for adoption;

That the Zoning By-law Amendment to the Oak Ridges Moraine Zoning By-law 2005-133 substantially in the form attached as Appendix G to Report PLAN2020-057, be referred to Council for adoption;

That the Zoning By-law Amendment to the City's 18 Zoning By-laws, substantially in the form attached as Appendix H to Report PLAN2020-057, be referred to Council for adoption;

That the Additional Residential Unit Registration By-law, substantially in the form attached as Appendix I to Report PLAN2020-057 be referred to Council for adoption; and

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

4. **Deputations**

5. **Correspondence**

6. **City of Kawartha Lakes Reports**
- 6.1. **PLAN2020-058** 107 - 183
- Request by Three Lakes Developments Inc. to Enter into a Subdivision Agreement for Plan of Subdivision 16T-87002, File No. D05-19-006, Former Rokeby Subdivision**
Richard Holy, Manager of Planning
- That Report PLAN2020-058, Three Lakes Developments Inc. (Former Rokeby) Subdivision Agreement**, be received;
- That** the Subdivision Agreement for the Three Lakes Developments Inc. (Former Rokeby) Subdivision, City of Kawartha Lakes, substantially in the form attached as Appendix C to Report PLAN2020-058 be approved by Council;
- That** the recommended payment of Development Charges, as outlined in the draft subdivision agreement contained in Appendix C to Report PLAN2020-058, 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.
- 6.2. **ED2020-026** 184 - 204
- Economic Recovery Task Force Sub-Committee Recommendations**
Emily Turner, Economic Development Officer - Heritage Planning
- That Report ED2020-026, Economic Recovery Task Force Sub-Committee Recommendations**, be received for information.
- 6.3. **ENG2020-014** 205 - 208
- Municipal Infrastructure Design Guidelines - Annual Update**
Christina Sisson, Supervisor, Development Engineering
- That Report ENG2020-014, Municipal Infrastructure Design Guidelines – Annual Update**, be received;
- That** Staff be directed to continue to update and to add to the information available on the City’s website, including templates and details, to facilitate engineering design submissions for development; and
- That** Staff be directed to continue to monitor for any communication improvements and for any current legislative or regulatory enhancements requiring updates to the existing guidelines on the City’s website.

Subdivision Agreement Template Updates

Christina Sisson, Supervisor, Development Engineering

That Report ENG2020-015, **Subdivision Agreement Template Updates – Engineering and Corporate Assets**, be received;

That the City's subdivision agreement and cost estimate schedule templates be updated and amended, as outlined in Appendix A and B, respectively, to Report ENG2020-015; and

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

7.**Adjournment**

The Corporation of the City of Kawartha Lakes

Planning Advisory Committee Report

Report Number PLAN2020-059

Meeting Date: **December 2, 2020**

Public Meeting

Title: Apartment Building for 207 Residential Units with ground floor commercial

Description: Applications to amend the Town of Lindsay Official Plan and Zoning By-law to permit an 11 storey approximately 207 unit apartment building with ground floor commercial uses and establish applicable development standards on the property described as Part Lot 5, S of Wellington St, Part 1, 57R-5112, former Town of Lindsay, now City of Kawartha Lakes, identified as 44-64, 66 William Street North

Ward Number: **Ward 5 – Lindsay**

Author and Title: **David Harding, Planner II, RPP, MCIP**

Recommendations:

That Report PLAN2020-059, Part Lot 5, S of Wellington St, Part 1, 57R-5112, former Town of Lindsay, now City of Kawartha Lakes, identified as 44-64, 66 William Street North, “J Eighteen Corp. – D01-2020-005, and D06-2020-023”, be received; and

That PLAN2020-059 respecting Applications D01-2020-005, and D06-2020-023 be referred back to staff to address any issues raised through the public consultation process and for further review and processing until such time that all comments have been received from all circulated agencies and City departments, and that any comments and concerns have been addressed.

Department Head: _____

Legal/Other: _____

Chief Administrative Officer: _____

Background:

The applicant has submitted applications for an official plan and zoning by-law amendment for the lands addressed as 44-64, 66 William Street North. The proposal is of an 11 storey 207-unit apartment building, with commercial uses on the first floor. The apartments are proposed to be marketed to seniors and retirees. The apartment units are proposed on storeys 2-10, and will range in size from 41 to 57 square metres (441-613 square feet). The 11th storey is proposed to contain indoor and outdoor amenity space along with the mechanical room. The 1st floor proposes 331 square metres of retail space and 157 square metres of restaurant space, to be used by the general public as well as building residents.

A combination of surface and underground parking is proposed off a driveway entrance on William Street North.

Owner:	J Eighteen Corp c/o Tao Liu and Shuyi Jin
Applicant:	EcoVue Consulting Services Inc. c/o Kent Randall
Legal Description:	Part Lot 5, S of Wellington St, Part 1, 57R-5112, former Town of Lindsay, now City of Kawartha Lakes
Designation:	'Central Business District Commercial' on Schedule 'A' and 'Policy Area - Downtown Area' on Schedule 'B' of the Town of Lindsay Official Plan
Zone:	'Central Commercial (CC) Zone' on Schedule 'A' of the Town of Lindsay Zoning By-law Number 2000-75
Lot Area:	3,095 square metres (0.76 acre)
Site Servicing:	Proposed full urban services: municipal water and sanitary sewers; storm sewers.
Existing Uses:	44-64 William Street North – parking lot 66 William Street North –1 storey commercial building
Adjacent Uses:	North: Wellington Street, Commercial East: McDonnell Park, Scugog River South: Parking Lot, Low-Rise Residential West: William Street North, Commercial, Medium Density Residential (townhouse)

Rationale:

The property is located at the intersections of Wellington Street and William Street North, in the northern arm of Lindsay's Central Business District and Downtown areas. See Appendix 'A'. A high density residential development with commercial uses is proposed. See Appendix 'B'.

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

1. Planning Justification Report prepared by EcoVue Consulting Services Inc. dated June 26, 2020
2. Functional Servicing Report prepared by Engage Engineering Ltd. Dated December 2019
3. Functional Stormwater Management Report prepared by Engage Engineering Inc. dated December 2019
4. Removals, Erosion and Sediment Control Plan prepared by Engage Engineering Ltd. dated November 18, 2019
5. Traffic Impact Study prepared by Tranplan Associates Inc. dated January 2020
6. Hydrogeological and Geotechnical Investigation Report prepared by WSP dated September 2019
7. Phase One Environmental Site Assessment prepared by WSP dated June 2019
8. Stages 1 and 2 Archaeological Assessment prepared by Earthworks Archaeological Services Inc. dated January 24, 2020
9. Site Plan, SP-1 prepared by EcoVue Consulting Services Inc. dated August 19, 2020
10. Architectural Design Description prepared by Z Square Consulting
11. Comprehensive Urban Design Analysis prepared by EcoVue Consulting Services Inc. dated August 19, 2020
12. Preliminary Floorplans prepared by Z Square Consulting Inc.
13. Shadow Impact Analysis prepared by EcoVue Consulting Services Inc. dated June 18, 2020
14. Preliminary Cost Estimate prepared by Engage Engineering Ltd. dated June 24, 2020
15. Surveyor's Real Property Report prepared by Mandarin Surveyors Limited dated July 24, 2018

General comments and/or issues have been identified by staff from the various departments within the City and other commenting agencies. To date, the following are the main issues that were identified to the applicant through the pre-circulation process:

- As noted in the applicant's planning justification report, the height of the building is greater than any other apartment building in Lindsay. The building proposes a modern style. Therefore, the building will alter the overall character of the landscape and downtown area. Staff note that the

Downtown Lindsay Heritage Conservation District (HCD) lies to the south of this parcel. A Heritage Impact Assessment (HIA) was requested to assess the impacts to the HCD. The applicant is carrying out the HIA request;

- Capacity constraints in two sections of the sanitary sewer main exist. Functional engineering design and preliminary cost estimate relating to the completion of existing sanitary sewer upgrades is required at this time;
- Completed upgrades to the City's existing sanitary infrastructure were not identified in the Sanitary Sewer Design Sheets provided; and
- Confirmation of the capacity of the sewer pipe network downstream of the site to the new pump station at Rivera Park;

Staff recommend that the applications be referred back to staff until such time as all commenting agencies and/or City departments comments/concerns have been provided and/or addressed; the public has an opportunity to provide comments and/or concerns relating to the proposed development which need to be addressed; and to permit further discussions with the applicant respecting conformity to applicable policies, as required.

Provincial Policies:

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

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 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 provide for a more compact built form.

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

Provincial Policy Statement, 2020 (PPS):

The 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. The site is within the Lindsay settlement area.

The PPS promotes healthy, safe, and liveable communities through promoting efficient land use patterns. Such patterns include the better use of existing services and infrastructure through intensification. The applications propose to convert the commercial building and parking lot uses into a more intensive mixed commercial-residential use.

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. The development is proposed within an area served by municipal water and sewer.

Section 2.6.1 directs the conservation of significant built heritage resources, and significant cultural heritage landscapes. The property is to the north of the Lindsay Heritage Conservation District and the impacts to the District will be assessed through an HIA.

The applicant has submitted the appropriate technical reports for consideration and review, though the HIA remains outstanding. Review of the proposal is ongoing.

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 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 subject to the Town of Lindsay Official Plan (Lindsay Official Plan), where the subject lands are designated 'Central Business District Commercial' on Schedule 'A' and 'Policy Area - Downtown Area' on Schedule 'B' of the Lindsay Official Plan. The Downtown Area policies identify the unique Victoria architecture along with other built forms typically found in a traditional downtown, and permit a range of commercial, community, and employment uses.

While research is ongoing to determine the specific policy amendments needed, the proposal is anticipated to require the following policy amendments:

1. An amendment to Policy 4.3.2.2 to:
 - a. Increase the density of a mixed commercial-residential building to more than 2 times the lot area; and
 - b. Increase the residential density from 100 units per gross hectare to 690 units per gross hectare
2. An amendment to clarify per policy 4.3.2.1 that a predominantly residential building with commercial uses on the lower floor(s) is permitted.

There may be policy implications if these changes are successful, and they need to be fully assessed.

The applicant has submitted the appropriate technical reports and background studies to demonstrate the amendments requested to the Official Plan. Review of the proposal is ongoing.

Zoning By-Law Compliance:

The lot is zoned 'Central Commercial (CC) Zone' in the Town of Lindsay Zoning By-law 2000-75 (By-law). The CC Zone permits a variety of commercial, residential, and mixed residential-commercial uses. An apartment building is also a permitted use.

While research is ongoing to determine the specific zoning amendments needed, the proposal is anticipated to require the following provision amendments:

1. Increase building height from 15 metres to 41 metres,
2. Add a definition to permit an independent seniors apartment building,
3. Establish new minimum yard setbacks, maximum density, and maximum lot coverage requirements that do not meet the CC Zone requirements
4. Reduce the parking space requirement to 86. The spaces are proposed to be a combination of at-grade and underground parking.

The applicant has submitted the appropriate technical reports and background studies to demonstrate the amendments requested to the Zoning by-law. Review of the proposal is ongoing.

Other Alternatives Considered:

No other alternatives have been considered.

Financial/Operation Impacts:

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

Relationship of Recommendations to the 2020-2023 Strategic Plan:

The Council Adopted Strategic Plan identifies these Strategic Priorities:

- Priority 1 – A Healthy Environment
- Priority 2 – An Exceptional Quality of Life
- Priority 3 – A Vibrant and Growing Economy
- Priority 4 – Good Government

These applications align with the Exceptional Quality of Life priority by proposing housing within the downtown area; and align with the Good Government priority

by encouraging better use of community infrastructure, such as transit, within the built-up area.

Review of Accessibility Implications of Any Development or Policy:

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

Servicing Comments:

Full urban municipal services are available.

Consultations:

Notice of this application was circulated to agencies and City Departments which may have an interest in the applications; to persons within a 120 metre radius of the property; and two signs were posted on the property. As of November 18, 2020, we have received the following comments:

Public Comments:

To date, no public comments have been received.

Agency Review Comments:

- | | |
|--------------------|--|
| November 17, 2020 | The HKPR District Health Unit advised that additional barrier-free parking spaces should be proposed for both residents, visitors, and customers given the plan to cater to older adults. Outdoor bicycle parking should be proposed for commercial customers and indoor/underground bicycle parking should be proposed for residents. |
| September 29, 2020 | The Human Services Department encourages the applicant to consider options to allow a portion of the 207 units to be either rented or sold at an affordability level to assist the City meet its affordable housing targets. A full copy of the comments is within the files. |

Development Services – Planning Division Comments:

The background information which has been submitted in support of the application has been circulated to the appropriate agencies and City departments for review and comment. At this time, staff are aware that there will be agency and department comments provided which will be forwarded to the applicant upon receipt, and these comments will need to be addressed by the applicant. Staff recommend that these applications be referred back to staff until such time as all comments and concerns have been received, circulated, and addressed.

Conclusion:

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

Attachments:

Appendix 'A' – Location Map



Appendix A to
PLAN2020-059.pdf

Appendix 'B' – Aerial Photograph



Appendix B to
PLAN2020-059.pdf

Appendix 'C' – Renderings



Appendix C to
PLAN2020-059.pdf

Appendix 'D' - Elevations



Appendix D to
PLAN2020-059.pdf

Department Head E-Mail: cmarshall@kawarthalakes.ca

Department Head: Chris Marshall, Director, Development Services

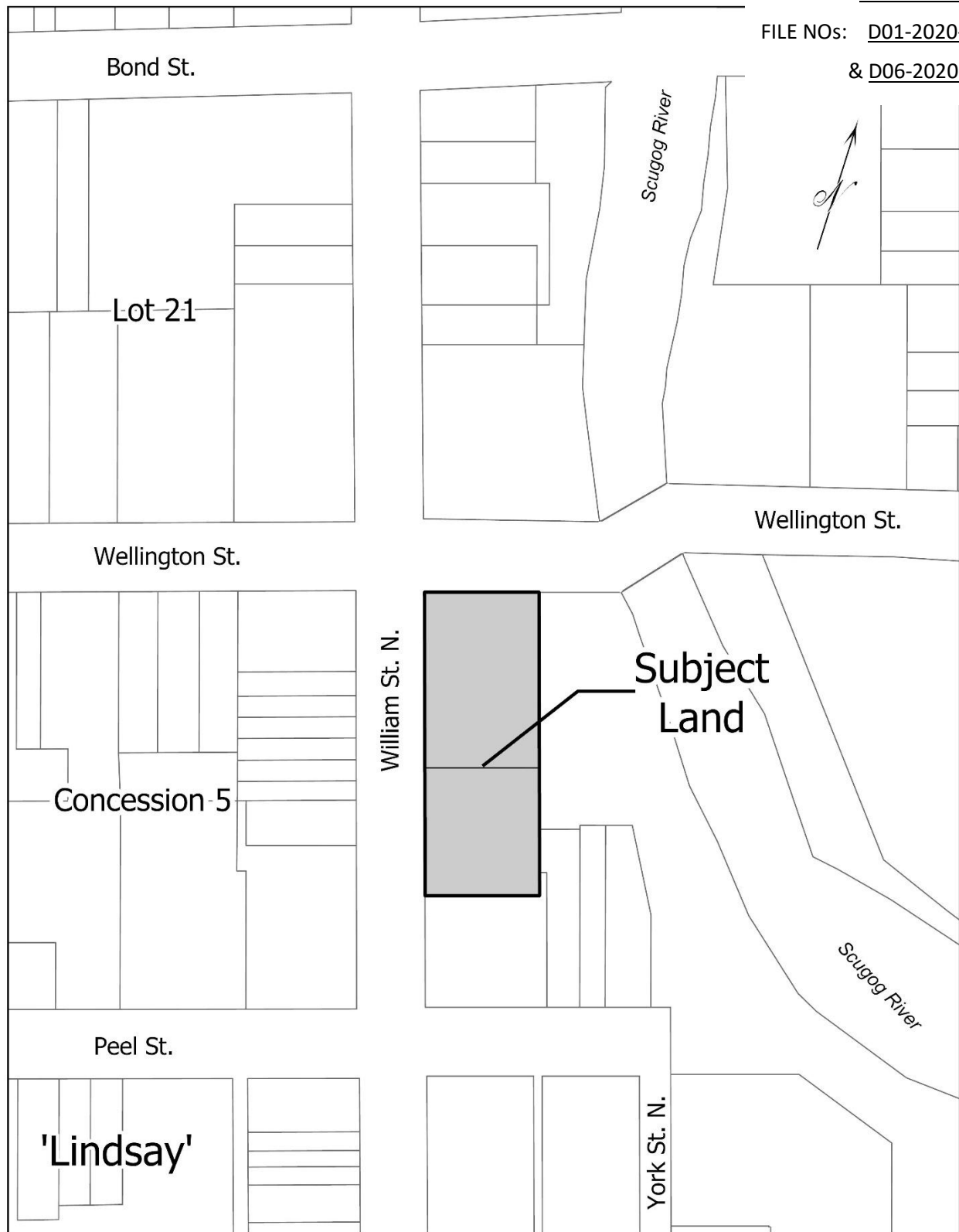
Department Files: D01-2020-005, and D06-2020-023

to

REPORT PLAN2020-059

FILE NOs: D01-2020-005

& D06-2020-023



to

REPORT PLAN2020-059

FILE NOS: D01-2020-005

& D06-2020-023

44-64, 66 William St N



This map is a user generated static map output and is for reference data, layers and text that appear on this map may or may not be current or otherwise
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APPENDIX “ C ”

to

REPORT PLAN2020-059

FILE NOs: D01-2020-005

& D06-2020-023

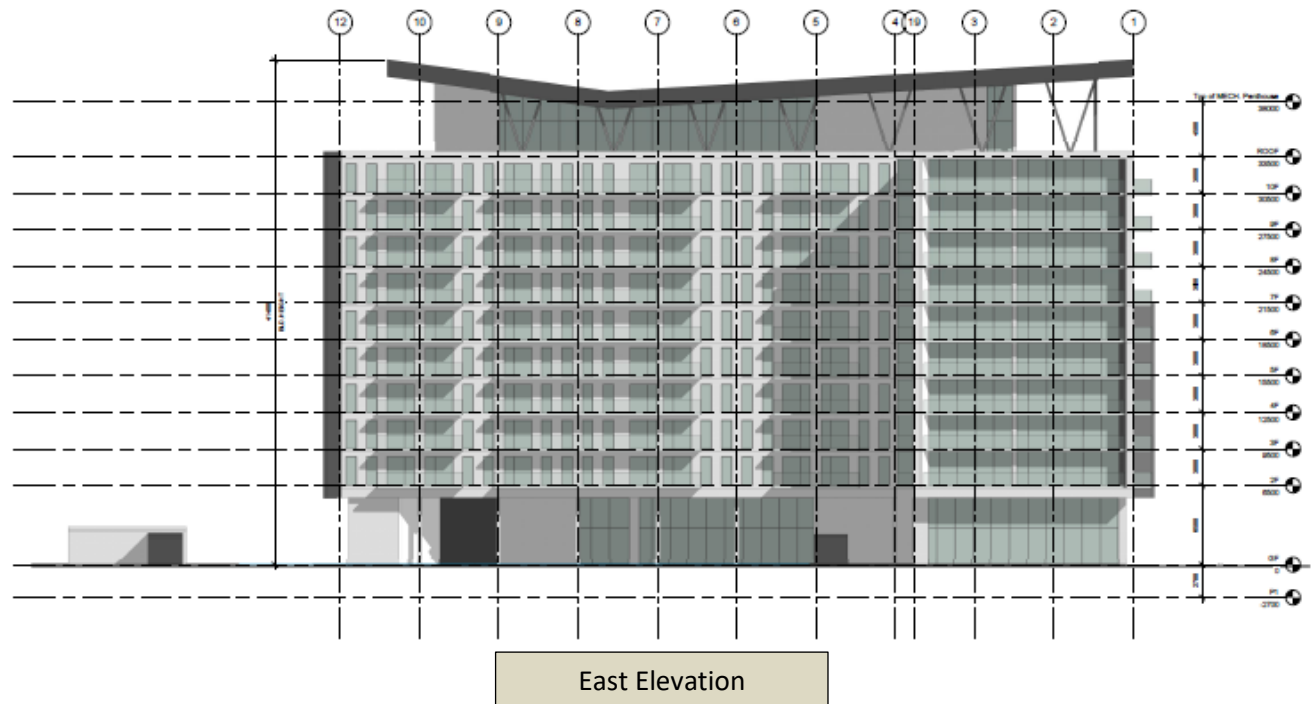
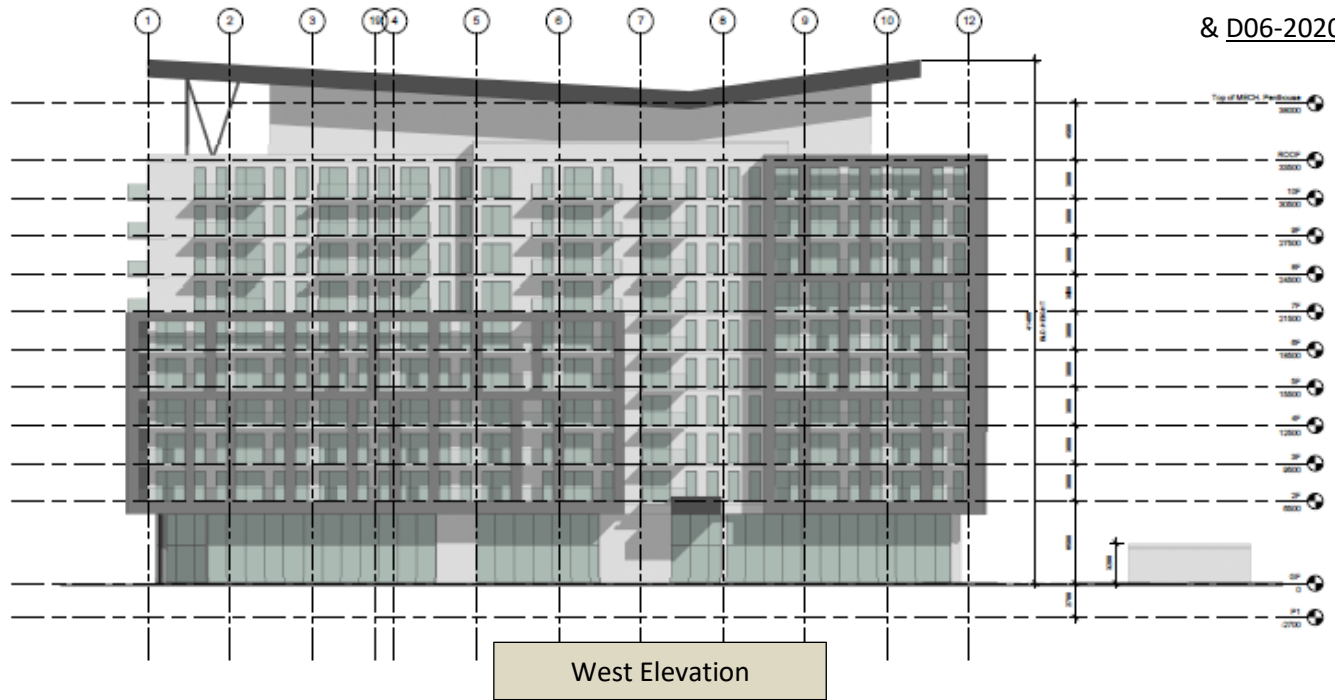


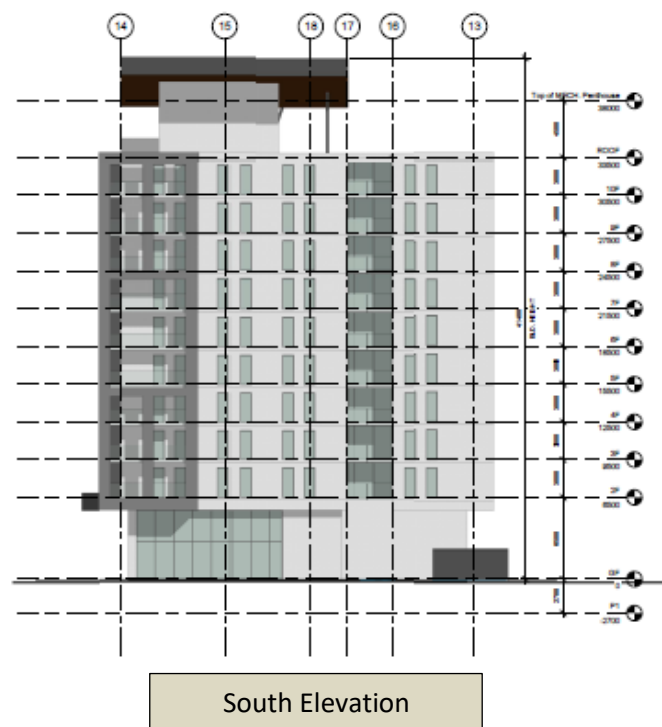
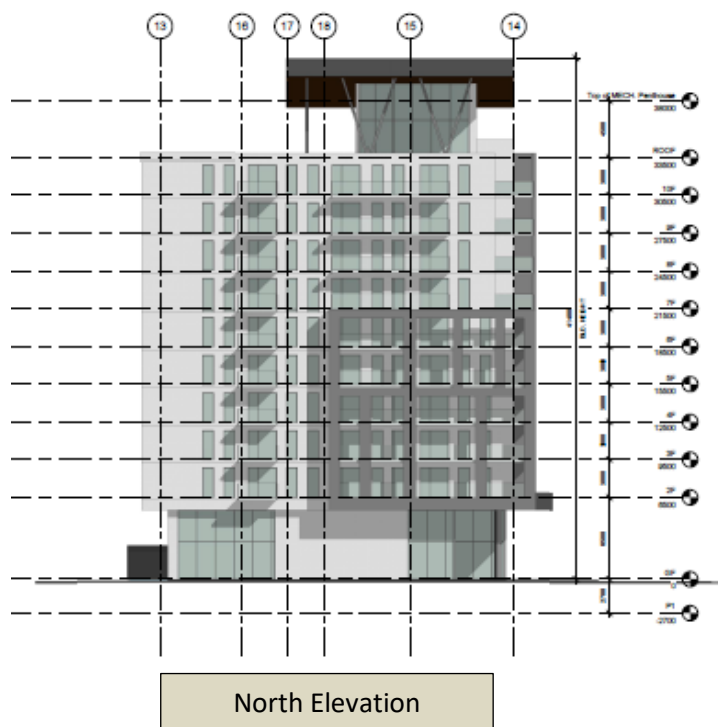
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REPORT PLAN2020-059

FILE NOs: D01-2020-005

& D06-2020-023





The Corporation of the City of Kawartha Lakes

Planning Advisory Committee Report

Report Number PLAN 2020-060

Meeting Date: **December 2, 2020**

Public Meeting

Title: PLAN2020-060 – ZBA 7 Copes Lane, Bexley (Makarios Corporation)

Description: An application to amend the Township of Bexley Zoning By-law 93-09 to change the zoning on a portion of the land from Rural General (RG) Zone to the Rural Residential Type Three (RR3) Zone. As a condition of provisional consent for a lot boundary adjustment, the zoning by-law amendment is required to ensure the resulting zoning for the property at 1093 North Bay Drive is uniform and consistent with the existing zoning on property

Ward Number: **1 - Bexley**

Author and Title: **Kent Stainton, Planner II**

Recommendation(s):

That Report PLAN2020-060, respecting Part of Lots 31 to 34, Part of Part 1 on 57R-4102 and Part 2 on 57R-8168, Geographic Township of Bexley and identified as 7 Copes Lane – Application D06-2020-026, be received;

That a Zoning By-law Amendment respecting application D06-2020-026, substantially in the form attached as Appendix “D” to Report PLAN2020-060, be approved and adopted by Council; and

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

Department Head:

Legal/Other:

Chief Administrative Officer:

Background:

The subject property is a rural lot with agricultural land that contains a single detached dwelling. The owner of an abutting property at 1093 North Bay Drive sought to acquire a 306.37 square metre portion of land from the subject property in order to address the placement of an accessory building situated on the subject lands.

As a condition of the provisional consent decision (File number D03-2018-026), the land to be severed is to be rezoned to the subsidiary Rural Residential Type Three (RR3) Zone present on the property at 1093 North Bay Drive. The proposed retained lands will remain under the Rural General (RG) Zone category.

Owner:	Makarios Corporation c/o Glen Stacey
Applicant:	Garry James
Legal Description:	Part of Lots 31 to 34, Part of Part 1 on 57R-4102 and Part 2 on 57R-8168, geographic Township of Bexley
Official Plan:	Rural with Locally Significant Wetlands and Significant Woodlands within the City of Kawartha Lakes Official Plan
Zone:	Rural General (RG) Zone in the Township of Bexley Zoning By-law 93-09, as amended
Site Size:	Severed – 306.37 square metres (3,297.74 square feet) Retained – 31.08 hectares (76.69 acres) Benefitting – 1,002 square metres (10,785.44 square feet)
Site Servicing:	Severed – None Retained – Private individual well and septic system Benefitting – Private individual well and septic system
Existing Uses:	Rural Residential, Agricultural
Adjacent Uses:	North: Wetlands, Rural Residential South: Shoreline Residential, North Bay Drive, Balsam Lake East, West: Shoreline Residential, Rural

Rationale:

Rural areas are important to the economic success of the City and the overall quality of life for residents. The rezoning is associated with a consent application, which proposes to sever approximately 306.37 square metres of land containing an accessory building from an agricultural parcel and retain approximately 31.08 hectares of agricultural land containing a dwelling. The consent application will facilitate the consolidation of the severed parcel with approximately 1,002 square metres of residential land containing a single detached dwelling.

The benefitting lands front onto Balsam Lake and contain a single detached dwelling on the backlot portion of the property. An accessory building, which appears to be a cabin currently resides on the proposed severed lands and provides rationale for the lot line adjustment.

Provincial Policies:

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

Policy 2.2.9 of the Growth Plan for the Greater Golden Horseshoe (2019) provides for development outside of settlement areas upon rural lands provided the use is compatible with the scale, character of the surrounding landscape and will not adversely affect the protection of agricultural uses.

The benefitting lands contain an accessory building. The proposed limits of the severed lot boundary not appear to extend beyond the disturbed area into the retained agricultural lands. By limiting the amount of severed land, the proposal protects the surrounding agricultural lands and ensures no conflict with the established rural landscape.

Therefore, this application conforms to the Growth Plan.

Provincial Policy Statement, 2020 (PPS):

Policy 1.1.5 of the Provincial Policy Statement (PPS, 2020) directs that upon lands within rural areas, development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted. The PPS also provides that opportunities are to promote the protection of agricultural uses and direct non-related development to areas where it will minimize constraints on these uses be supported.

The rezoning is required to bring the entirety of the benefitting lands under a uniform and appropriate zone category. Since lot line adjustments are permitted for legal or technical reasons and the lot to be retained is of sufficient area to sustain the existing agricultural use, the overall proposal conforms to the policies of the PPS, 2020.

Official Plan Conformity:

The subject land is designated Rural with Locally Significant Wetlands and Significant Woodlands in the City of Kawartha Lakes Official Plan (Official Plan). The benefitting lands are designated Waterfront within the Official Plan.

The Rural designation seeks to protect lands (classified as class 4-7 for agricultural production) from fragmentation or uses unrelated to agriculture. Conversely, the Rural designation also permits severance for minor lot line adjustments that do not create a separate building lot.

The proposed boundary adjustment is well outside of the natural heritage features; therefore, no negative impacts are anticipated to the locally significant wetlands or significant woodlands. The area of the severed land appears to be mowed and of

lower quality for agricultural production. As a result, an Official Plan Amendment is considered unnecessary, as the lot line adjustment will allow the severed land to be utilized for an active residential purpose.

Therefore, this application conforms to the applicable policies of the Official Plan.

Zoning By-law Compliance:

The subject land is zoned Rural General (RG) Zone in the Township of Bexley Zoning By-Law 93-09 with the benefitting lands being zoned Rural Residential Type Three (RR3) Zone. The lands to be severed have an overall area of 306.37 square metres. The resultant benefitting parcel will have a final size of 1,308.37 square metres. The retained lands will have an overall area of 31.08 hectares (76.69 acres).

The proposed severed lands contain an accessory building that appears to function as a cabin. The benefitting lands contain a single detached dwelling constructed in 2017 (according to MPAC). The retained lands also contain a single detached dwelling as well as several buildings and structures pertaining to an agricultural operation on the subject property.

As the Rural Residential Type Three (RR3) Zone permits a cabin, planning staff are satisfied that the structure on the severed lands will conform to the uses of the RR3 Zone and that the accessory building complies with the General Provisions of the zoning by-law.

Other Alternatives Considered:

No alternatives have been considered at this time.

Financial/Operation Impacts:

There are no financial considerations unless Council's decision is appealed to the Local Planning Appeals 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 2020-2023 Strategic Plan:

The Council Adopted Strategic Plan identifies these Strategic Priorities:

- Priority 1 – A Vibrant and Growing Economy
- Priority 2 – An Exceptional Quality of Life
- Priority 3 – A Healthy Environment
- Priority 4 – Good Government

This application would align with 'an exceptional quality of life' as it provides opportunity for additional living space to be accommodated on the benefitting lands.

Servicing Comments:

The proposed severed land does not contain servicing. The single detached dwelling on the benefitting lands is serviced by a private sewage disposal system and a well.

Consultations:

Notice of this application was circulated to persons within a 500 metre radius, agencies, and City Departments which may have an interest in the application. The Building Division, Engineering and Corporate Assets Division and the Supervisor of the Part 8 - Sewage Systems program raised no concerns as a result of the circulation. Kawartha Region Conservation Authority (KRCA) previously reviewed the associated consent application and advised that they foresee no issue with the approval of the application based on consideration for natural heritage, natural hazards and water quality/quantity protection policies.

No comments were received from the public.

Development Services – Planning Division Comments:

The application conforms to the Growth Plan and is consistent with the Provincial Policy Statement. The application also conforms to the applicable policies of the Official Plan. The proposed Zoning By-law Amendment contained in Appendix D will ensure the proposed severed lands are zoned appropriately by preventing multiple zones on the benefitting parcel.

Conclusion:

The application conforms to and is consistent with the provincial policies concerning rural lands in municipalities. The application also conforms to the Rural Designation policies in the City's Official Plan. Staff supports the application based on the information contained in this report and the comments received as of December 1, 2020. Staff respectfully recommends that the application be referred to Council for Approval.

Attachments:

Appendix 'A' – Location Map



Appendix A to
PLAN2020-060.pdf

Appendix 'B' – Sketch for Consent Application



Appendix B to
PLAN2020-060.pdf

Appendix 'C' – Aerial Photograph



Appendix C to
PLAN2020-060.pdf

Appendix 'D' – Draft Zoning By-law Amendment



Appendix D to
PLAN 2020-060.pdf

Department Head E-Mail: cmarshall@kawarthalakes.ca

Department Head: Chris Marshall

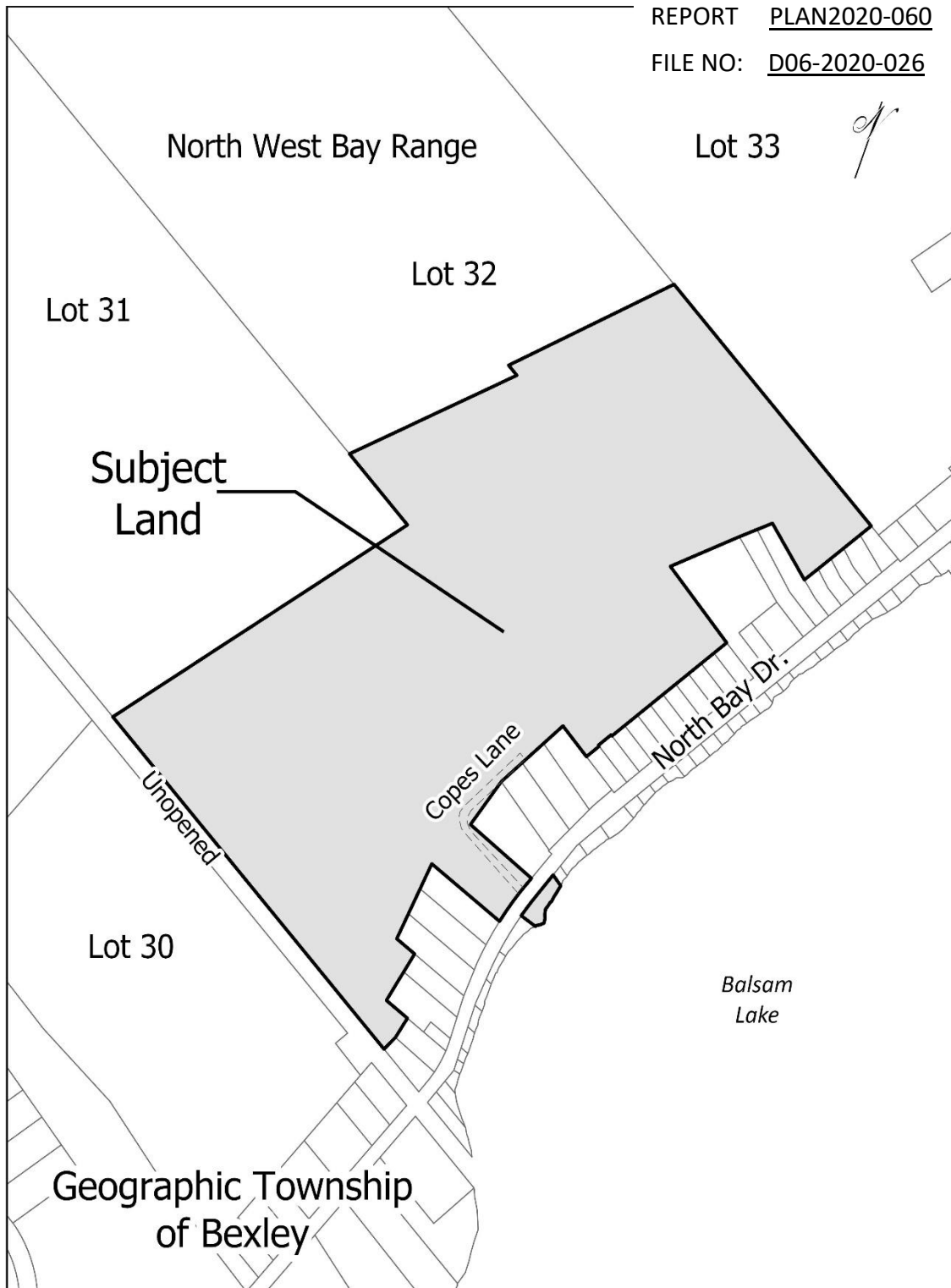
Department File: D06-2020-026

APPENDIX " A "

to

REPORT PLAN2020-060

FILE NO: D06-2020-026







APPENDIX " C "

to

REPORT PLAN2020-060

FILE NO: D06-2020-026

The Corporation of the City of Kawartha

By-Law 2020 -

A By-Law To Amend The Township of Bexley Zoning By-Law To Rezone Land Within The City Of Kawartha

APPENDIX " D "

to

REPORT PLAN2020-060

FILE NO: D06-2020-026

File D06-2020-026, Report PLAN2020-060, respecting Range North West Bay, Part of Lots 31 to 34, Part of Part 1 on 57R-4102 and Part 2 on 57R-8168, geographic Township of Bexley, identified as 7 Copes Lane.

Recitals:

1.

Section 34 of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to determine the appropriate zoning categories and provisions assigned to land.
2.

Council has received an application to amend the categories and provisions relating to a specific parcel of land to:

(a)

rezone the land containing the cabin to the Rural Residential Type Three (RR3) Zone category and establish applicable development standards in order to facilitate a condition of provisional Consent.
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 2020-__.

Section 1:00 Zoning Details

- 1.01

Property Affected: The Property affected by this by-law is described as Range North West Bay, Part of Lots 31 to 34, Part of Part 1 on 57R-4102 and Part 2 on 57R-8168, geographic Township of Bexley, City of Kawartha Lakes.
- 1.02

Schedule Amendment: Schedule 'A' to By-law No. 93-09 of the Township of Bexley is further amended to change the zone category on a portion of the property from Rural General (RG) Zone to Rural Residential Type Three (RR3) Zone for the land referred to as RR3, as shown on Schedule 'A' attached to this By-law.

Section 2:00 Effective Date

- 2.01

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

By-law read a first, second and third time, and finally passed, this 15th day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

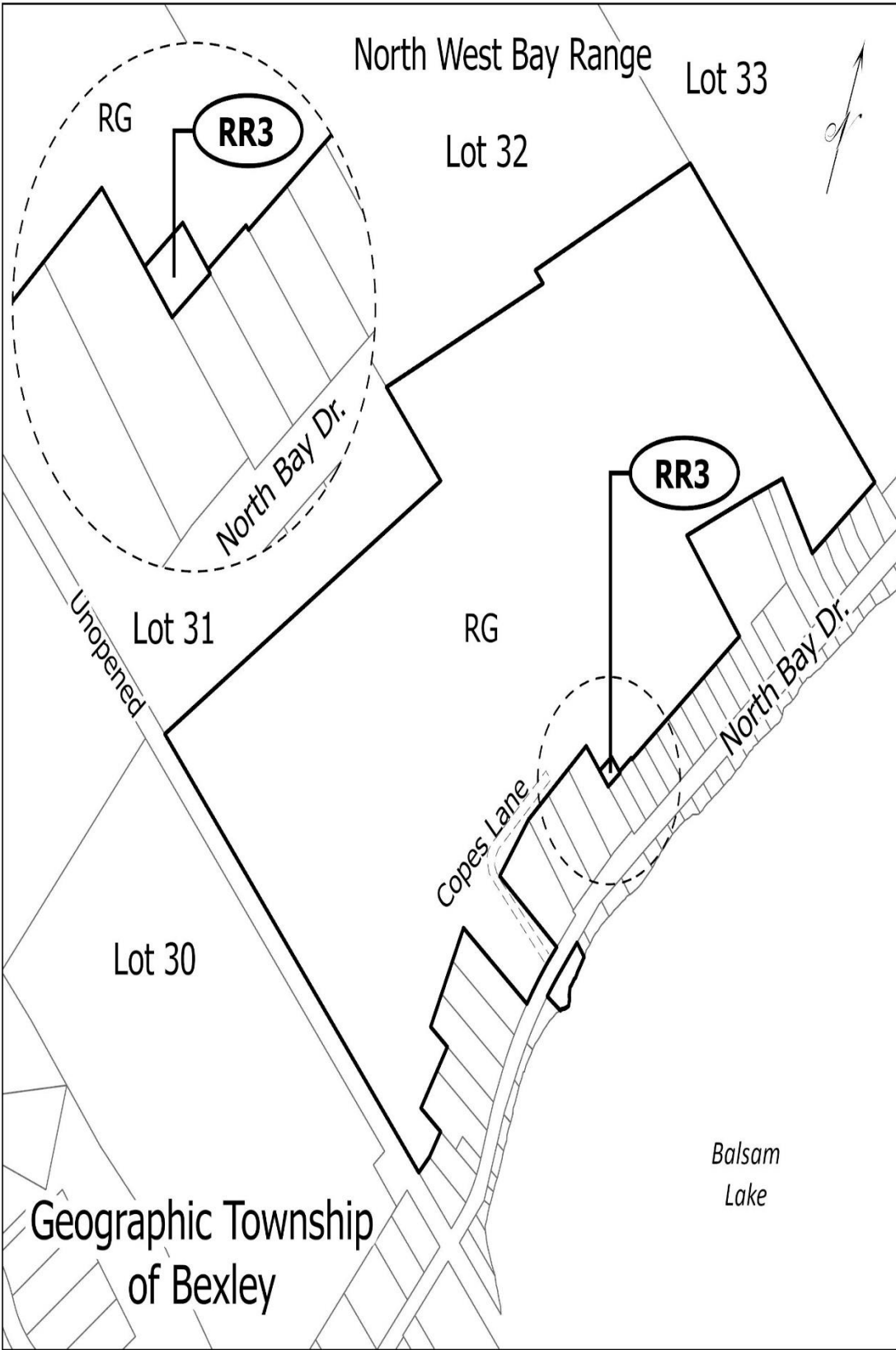
THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

THIS IS SCHEDULE 'A' TO BY-LAW _____ PASSED

THIS _____ DAY OF _____ 2020.

MAYOR _____ CLERK _____



The Corporation of the City of Kawartha Lakes

Planning Advisory Committee Report

Report Number PLAN2020-057

Meeting Date: December 2, 2020

Public Meeting

Title: Additional Residential Units

Description: Amendments to the Official Plans for the City of Kawartha Lakes, Town of Lindsay, Village of Fenelon Falls, Township of Ops and Victoria County, and Amendments to the City's 19 Zoning By-laws to permit Additional Residential Units (ARUs)

Author and Title: Anna Kalnina, Planner II

Recommendation(s):

That Report PLAN2020-057, Additional Residential Units, be received;

That By-laws to implement the proposed Official Plan Amendments, substantially in the form attached as Appendices B, C, D, E, and F to Report PLAN2020-057, be referred to Council for adoption;

That the Zoning By-law Amendment to the Oak Ridges Moraine Zoning By-law 2005-133 substantially in the form attached as Appendix G to Report PLAN2020-057, be referred to Council for adoption;

That the Zoning By-law Amendment to the City's 18 Zoning By-laws, substantially in the form attached as Appendix H to Report PLAN2020-057, be referred to Council for adoption;

That the Additional Residential Unit Registration By-law, substantially in the form attached as Appendix I to Report PLAN2020-057 be referred to Council for adoption; and

Department Head:

Legal/Other:

Chief Administrative Officer:

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

Background:

At the Planning Advisory Committee (PAC) Meeting on November 4, 2020, Staff recommended for approval Official Plan Amendment (OPA) No. 39 to the City of Kawartha Lakes Official Plan (CKL OP) and the Oak Ridges Moraine Zoning By-law Amendment as they relate to additional residential units. Staff also brought forward for discussion a generic Zoning By-law Amendment (ZBA) to be translated across the City's remaining 18 Zoning By-laws.

The Committee passed the following resolution:

PAC2020-050

Moved By Councillor Veale

Seconded By Councillor Seymour-Fagan

That Report PLAN2020-044, **Additional Residential Units**, be received;

That a By-law to implement the proposed Official Plan Amendment to the City of Kawartha Lakes Official Plan 2012, substantially in the form attached as Appendix A to Report PLAN2020-044, be referred to Council for adoption;

That the Official Plan Amendment, substantially in the form attached as Appendix A to Report PLAN2020-044, be transitioned into the City's 4 other Official Plans (Town of Lindsay Official Plan, Township of Ops Official Plan, Village of Fenelon Falls Official Plan, Victoria County Official Plan) as individual Official Plan Amendments and be referred to Council for adoption;

That the Zoning By-law Amendment, substantially in the form attached as Appendix B to Report PLAN2020-044, be transitioned into the City's 19 Zoning By-laws as individual Zoning By-law Amendments and be referred to Council for adoption; and

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

Carried

Council approved the following:

CR2020-369

Moved By Councillor Seymour-Fagan

Seconded By Councillor Veale

That Report PLAN2020-044, **Additional Residential Units**, be received and referred to Staff for review and report back at the December 2, 2020 Planning Advisory Committee.

Carried

In accordance, Council removed the following By-laws from the agenda:

CC2020-12.14.1.11

A By-Law to Amend The City of Kawartha Lakes Official Plan to Allow Additional Residential Units Within The City of Kawartha Lakes

CC2020-12.14.1.12

A By-Law To Amend The Oak Ridges Moraine Zoning By-Law No. 2005-133 To Rezone Land Within The City of Kawartha Lakes (Additional Residential Dwelling Units)

This report addresses that direction.

Further to the November 4, 2020 PAC Meeting, and subsequent public and provincial comments, Staff are proposing changes to OPA 39 and associated Amendments. Planning staff requested that draft amending By-laws recommended for Council approval in the resolution above be removed from the November 17 Council Meeting agenda in order to provide an opportunity to present the proposed changes at the December 2, 2020 PAC Meeting. The revised version of OPA 39 is attached as **Appendix B**. While the changes to OPA 39 did not necessitate a change to the Oak Ridges Moraine ZBA, the draft By-law relies on the permissions within OPA 39 for its implementation, and as such was removed from the Council Meeting agenda as well as OPA 39. The Oak Ridges Moraine ZBA has been updated as it pertains to report number, date and for accessibility standards, and is attached as **Appendix G**.

Proposed Changes

As first presented, OPA 39 included a performance standard that limited the primary residential units (i.e. single detached, semi-detached and townhouse dwelling units) to one per lot. This was intended to both facilitate gentle intensification within residential neighbourhoods whilst maintaining the lower density character of existing and future development, and provide supplemental income and other supports to the home owner. However, this standard could have precluded an ARU in a semi-detached dwelling and in a block of townhouse

dwellings where multiple dwellings are on a single lot and not severed down the common wall between units.

Staff have revised OPA 39 by removing the performance standard that requires one primary residential unit per lot and, by extension, a limit to no more than three dwellings per lot. The changes broaden the base of eligible properties, further expand affordable housing opportunities, and support the objectives in the Province's More Homes, More Choice: Ontario's Housing Supply Action Plan. Companion OPAs and ZBAs have been revised accordingly.

Rationale:

Bill 108, More Homes, More Choice Act replaced 'second units' with additional residential units (ARUs) in the Planning Act. In accordance with the change, the City is required to authorize ARUs in its Official Plans and Zoning By-laws. The report PLAN2020-044, included as **Appendix A** provides further context.

Companion OPAs

Due to the active appeals of the Community Secondary Plans and the General Amendment (OPA 13) to the CKL OP, the City has four additional Official Plans that apply to varying degrees, including the Town of Lindsay OP, Village of Fenelon Falls OP, Township of Ops OP, and Victoria County OP. To permit ARUs City-wide, therefore, amendments are needed to all OPs; the draft Amendments are included as **Appendices C to F**, respectively.

Given the differences in scope and geographical application, the four companion OPAs have been tailored in accordance with the character of the community and area of application. The majority of the OPA 39 policies were directly transitioned into the four companion OPAs, excepting several performance standards as summarized in Table 1.

Companion ZBAs

Similar to the OPs, all of the City's 19 Zoning By-laws must be amended to permit ARUs City-wide. As described in Appendix A, ARUs are limited in scope within the Oak Ridges Moraine, which is reflected in the draft Amendment to that area-specific Zoning By-law 2005-133 in Appendix G.

The 'all inclusive' or generic Zoning By-law Amendment presented at the November 4, 2020 PAC Meeting has been transitioned into an Amendment for the remaining 18 Zoning By-laws and is attached as **Appendix H**. Considering that some of the 18 Zoning By-laws apply to urban areas and others to rural and/or hamlet areas, zone provisions were tailored to each geography accordingly. Table 1 provides further details.

Table 1: Application of performance standards across amendments

Performance Standard	Details
<ul style="list-style-type: none"> • Garden Suites 	<ul style="list-style-type: none"> • Performance standard only applies to CKL OP, as no other OPs contain Garden Suite policies
<ul style="list-style-type: none"> • Minimum lot area of 0.4 ha on private services 	<ul style="list-style-type: none"> • Performance standard does not apply to urban area OPs and ZBLs as all new development within the scope of these communities is intended to be connected to municipal water and wastewater services
<ul style="list-style-type: none"> • Minimum Distance Separation formulae 	<ul style="list-style-type: none"> • Performance standard applies outside of urban areas
<ul style="list-style-type: none"> • Oak Ridges Moraine Conservation Plan Area 	<ul style="list-style-type: none"> • Performance standard applies only to CKL OP Schedule G - Oak Ridges Moraine Plan Area and the Oak Ridges Moraine Zoning By-law 2005-133

Furthermore, Zoning By-law 2014-283 that permits Accessory Dwelling Units (ADUs) in the Town of Lindsay, Village of Fenelon Falls, Village of Bobcaygeon, and Village of Omemee is proposed to be repealed. Therefore, the draft ZBA proposes to delete related and no longer relevant definitions and zone provisions.

Registration By-law:

Similar to the City's approach with ADUs, ARUs will need to be registered with the City. **Appendix I** provides a copy of the updated Registration By-law.

Other Alternatives Considered:

No other alternatives have been considered.

Alignment to Strategic Priorities

The Council Adopted Strategic Plan identifies four Strategic Priorities:

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

The draft Amendments directly align with an exceptional quality of life, as they meet the goal of building social infrastructure by supporting affordable, attainable and purpose-built housing. The draft Amendments further align with good government by increasing efficiency and effectiveness of service delivery by streamlining policies, by-laws and processes.

Consultations:

Public Notice was issued in regional Newspaper publications and the draft Amendments are available on the Planning & Development page of the City's website for broader consultation.

Further to the consultation leading up to the November 4, 2020 PAC Meeting referenced in Appendix A, staff has continued its dialogue with members of the public and the province, considered all comments, and revised the draft Amendments accordingly.

Attachments:

Appendix A – Staff Report PLAN2020-044



Appendix A to
PLAN2020-057.pdf

Appendix B – Revised Official Plan Amendment No. 39 (City of Kawartha Lakes Official Plan)



Appendix B to
PLAN2020-057.pdf

Appendix C – Proposed Official Plan Amendment No. 60 (Town of Lindsay Official Plan)



Appendix C to
PLAN2020-057.pdf

Appendix D – Proposed Official Plan Amendment No. 19 (Village of Fenelon Falls Official Plan)



Appendix D to
PLAN2020-057.pdf

Appendix E – Proposed Official Plan Amendment No. 55 (Township of Ops Official Plan)



Appendix E to
PLAN2020-057.pdf

Appendix F – Proposed Official Plan Amendment No. 139 (Victoria County Official Plan)



Appendix F to
PLAN2020-057.pdf

Appendix G – Proposed Zoning By-law Amendment to the Oak Ridges Moraine Zoning By-law 2005-133



Appendix G to
PLAN2020-057.pdf

Appendix H – Proposed Zoning By-law Amendment to the City's 18 Zoning By-laws



Appendix H to
PLAN2020-057.pdf

Appendix I – Additional Residential Unit Registration By-law



Appendix I to
PLAN2020-057.pdf

Department Head E-Mail: cmarshall@kawarthlakes.ca

Department Head: Chris Marshall, Director of Development Services

Department File: D00-99-032

The Corporation of the City of Kawartha Lakes
Planning Advisory Committee Report

Report Number PLAN2020-044

Meeting Date: November 4, 2020

Public Meeting

Title: Additional Residential Units

Description: Official Plan Amendment No. 39 and an Amendment to 19 of the City's Zoning By-laws to permit Additional Residential Units (ARUs)

Author and Title: Anna Kalnina, Planner II

Recommendation(s):

That Report PLAN2020-044, Additional Residential Units, be received;

That a By-law to implement the proposed Official Plan Amendment to the City of Kawartha Lakes Official Plan 2012, substantially in the form attached as Appendix A to Report PLAN2020-044, be referred to Council for adoption;

That the Official Plan Amendment, substantially in the form attached as Appendix A to Report PLAN2020-044, be transitioned into the City's 4 other Official Plans (Town of Lindsay Official Plan, Township of Ops Official Plan, Village of Fenelon Falls Official Plan, Victoria County Official Plan) as individual Official Plan Amendments and be referred to Council for adoption;

That the Zoning By-law Amendment, substantially in the form attached as Appendix B to Report PLAN2020-044, be transitioned into the City's 19 Zoning By-laws as individual Zoning By-law Amendments and be referred to Council for adoption; and

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

Department Head: _____

Legal/Other: _____

Chief Administrative Officer: _____

Background:

In 2012, Bill 140, Strong Communities through Affordable Housing Act authorized the use of second units in Ontario. A second unit was intended to be a self-contained residential unit with a private kitchen, bathroom facilities and sleeping areas within the existing dwelling (i.e. basement apartment) or within an accessory building to a dwelling. Municipalities were required to authorize second units in their Official Plans and Zoning By-laws.

More recently, in 2019, Bill 108, More Homes, More Choice Act made amendments to the Planning Act to replace the legislation authorizing second units with additional residential units (ARUs). The main difference between second units and ARUs is the total number of units permitted on a lot. Further to Bill 108, the Planning Act now allows up to two ARUs on a lot where there is a primary residential unit.

ARUs are part of the Provincial Government's response to Ontario's housing crisis. Some of the objectives of the Province's More Homes, More Choice: Ontario's Housing Supply Action Plan are to facilitate development of more and different types of housing, as well as make it easier to build housing by reducing lengthy approvals and heavily administered processes.

In accordance with Bill 108, Municipalities are required to have Official Plan and Zoning By-law provisions to authorize the use of ARUs. The Act allows ARUs on a lot with a primary residential unit being a detached house, a semi-detached house or a rowhouse (townhouse). One ARU may be in the same building as the primary residential unit and one ARU may be in the accessory building on the same lot.

The amendments to the Planning Act through Bill 108, are supplemented by the Ontario Regulation 299/19 that requires one parking space for each ARU (unless exempt in the Zoning By-law) that may be a tandem parking space; allows occupants of an ARU to be the property owners, relatives of property owners or any other person; and permits ARUs regardless of the date of construction of a primary residential unit.

The Amendments attached to this Staff Report PLAN2020-044 implement the ARU requirements of the Planning Act and O. Reg. 299/19, and bring the City's Official Plan and Zoning By-laws into conformity with policy direction introduced in the new A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019 and Provincial Policy Statement, 2020.

Rationale:

The proposed Amendments authorize ARUs, in accordance with the Planning Act, but also include performance standards to address neighbourhood and

community compatibility. A summary of the proposed performance standards and their rationale is provided as follows:

Performance Standard	Rationale
<ul style="list-style-type: none"> 1 primary residential unit per lot (single-detached, semi-detached, row or townhouse) 2 ARUs per lot Where there is a garden suite or a second dwelling, an ARU is permitted for a maximum of 3 units on a lot 	<ul style="list-style-type: none"> Staff interpretation of the intent of the Planning Act in relation to the number of permitted units
<ul style="list-style-type: none"> Primary dwelling unit meets minimum parking requirements 	<ul style="list-style-type: none"> O. Reg. 299/19 empowers municipalities to determine appropriate parking requirements
<ul style="list-style-type: none"> Floor area equal or smaller than the primary residential unit Ontario Building Code minimum gross floor area requirements apply 	<ul style="list-style-type: none"> ARUs are intended to be subordinate to the primary residential unit
<ul style="list-style-type: none"> Maximum height of an accessory building or structure may be 10m and a minimum yard setback may be 1.2m where an ARU is located on an upper storey 	<ul style="list-style-type: none"> Allow ARUs to locate above a new detached garage Allow existing accessory buildings and structures to be converted to have an ARU on the upper storey
<ul style="list-style-type: none"> Minimum lot area of 0.4ha (on private services) 	<ul style="list-style-type: none"> Ensure there is adequate room on the lot for private services and/or their replacement
<ul style="list-style-type: none"> A home occupation not permitted in an ARU An ARU not permitted on a lot with a bed and breakfast establishment Units use a common driveway and parking 	<ul style="list-style-type: none"> Limit the number of uses on any one lot to reduce potential nuisances (i.e. requirement for large on-site parking areas to accommodate all uses) Ensure an orderly and safe access for vehicles
<ul style="list-style-type: none"> Comply with the Ontario Building Code, Fire Code, Zoning By-law, Minimum Distance Separation and other relevant municipal and provincial standards 	<ul style="list-style-type: none"> Standard requirements for new dwelling units Consideration of correlation with City's Water Wastewater By-law

Performance Standard	Rationale
<ul style="list-style-type: none"> • Have municipal or private sewage and water supply • Locate outside of the hazardous lands • Frontage and access to a year-round municipally maintained road • ARU accessible from the street via a walkway or driveway 	
<ul style="list-style-type: none"> • Registered with the City 	<ul style="list-style-type: none"> • Monitor and track ARUs

By authorizing the ARUs, not only is the City meeting legislated requirements, the City and its residents are benefiting from:

- Increase in rental housing options through gentle intensification
- Supplemental income for homeowners
- Opportunities to age in place
- Efficient use of infrastructure

Provincial Policy Statement (PPS), 2020

Policy 1.1.1. b) of the PPS encourages an appropriate affordable and market-based range and mix of residential types, including ARUs. Furthermore, policy 1.4.3. b) of the PPS requires residential intensification including, one of the ways is by allowing ARUs.

By allowing ARUs, the City will broaden housing type and tenure options, whilst also encouraging residential intensification.

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

APTG encourages, and prescribes intensification and density targets to accommodate forecasted growth. APTG policies 2.2.1.4. c) and 2.2.6.1. a) provide that ARUs are encouraged in developing diverse range and mix of housing options.

ARUs are anticipated to assist the City in achieving provincially prescribed intensification and density targets. ARUs contribute to a complete community by creating diverse housing options.

Oak Ridges Moraine Conservation Plan (ORMCP), 2017

The ORMCP derives its authority from the Oak Ridges Moraine Conservation Act, 2001, O. Reg. 140/02. Bill 108 changes with respect to ARUs do not apply to the Oak Ridges Moraine Conservation Act or its Regulations. For that reason, the

ORMCP continues to allow only one additional unit within the primary dwelling, with the exception of Natural Core or Natural Linkage Areas where additional units are not permitted. The proposed Amendments reflect this direction.

City of Kawartha Lakes Official Plan, 2012 (OP)

The proposed Amendment adds new definitions and policies to authorize ARUs. The policy framework establishes the parameters for the companion zoning provisions, and considers geography, density, servicing, access, code and by-law compliance, site design, character, and compatibility. The OP currently has a policy that promotes intensification by encouraging the creation of secondary suites in the built-up area. This policy is proposed to be deleted and replaced with updated terminology.

General Amendment – Community Secondary Plans (OPA 13)

Further to Bill 140, Council adopted OPA 13 in 2017 that introduced new policy to permit secondary suites. The OPA 13 was appealed by multiple parties, including the Ministry of Municipal Affairs. Although the Ministry has since withdrawn its appeal, other appellants have not, and the secondary suites policy is not in effect.

Other Municipal Official Plans (OPs)

Due to the active appeals of the Community Secondary Plans and OPA 13, the Town of Lindsay OP, Village of Fenelon Falls OP, Township of Ops OP and Victoria County OP continue to apply to varying degrees. As such, companion amendments to these OPs as they relate to ARUs will be presented to the Planning Advisory Committee in a subsequent meeting. The companion OPAs also establish the policy framework to implement the associated proposed Zoning By-law Amendments.

Zoning By-laws

Further to Bill 140, Council adopted By-law 2014-283 that amended the urban area Zoning By-laws for the Town of Lindsay, Village of Fenelon Falls, Village of Bobcaygeon, and Village of Omemee to allow an accessory dwelling unit 'ADU' under specific conditions. An ADU was only permitted within the existing primary dwelling unit and where full municipal services were provided. ADUs were also required to be registered with the City.

In contrast to By-law 2014-283, the proposed Zoning By-law Amendment would have the effect allowing ARUs as-of-right City-wide subject to performance standards, and have the effect of allowing ARUs in accessory buildings or structures.

The proposed Amendment is intended to replace By-law 2014-283. As an example of how the proposed Official Plan Amendment would be implemented through a Zoning By-law, Appendix B contains the 'all inclusive' or generic version of the proposed Zoning By-law Amendment. It includes all definitions, provisions and performance standards ('the standards') for all of the City's 19 Zoning By-laws. The 'standards' in each of the 19 Zoning By-law Amendments will be tailored to suit each individual Zoning By-law. For example, standards that address rural-based settings such as lot size requirements for properties on private services are not needed for urban-based by-laws where lots are required to connect to full municipal services.

Additional Dwelling Unit Registration By-law

In concert with Zoning By-law 2014-283, Council also passed Registration By-law 2014-305 administered through the Building Division of Development Services.

The City's website provides a public register of ADUs, and at its last update contains 65 registered units, with 2 units pending. It is notable that the majority of registered units were carried over from the former Town of Lindsay's register, leaving approximately two dozen new units registered since 2014.

Staff will provide a revised Registration By-law in a subsequent meeting that aligns with the proposed Amendments to the Official Plans and Zoning By-laws.

The City of Kawartha Lakes and the County of Haliburton Housing & Homelessness Plan (2020-2029) (HHP)

The HHP identifies that over the last decade, vacancy rates for a rental unit have decreased dramatically, while the cost of renting has increased. ARUs could be one of the solutions to increasing rental housing stock in the City.

The HHP also provides that there is a mismatch between the demographic trends and housing options in the City. Over 65% of the City's households are 2 persons or less, whereas the majority of the housing options continue to be traditional family-sized dwellings. ARUs are intended to serve smaller household sizes and are anticipated to address a gap in the existing housing options.

Objective 7.6 of the HHP is to expand official plan policies and zoning by-laws to broaden second suite options. Objective 7.7 is to create affordable housing by allowing secondary suites. While ARUs are anticipated to create market rent units, creating more rental housing supply may potentially lower average rental prices in the City, and increase overall housing affordability.

Appeal Limitations

In accordance with the Planning Act, Official Plan policies that have the effect of authorizing the ARUs and the associated Zoning By-laws are limited in appeal

rights. The Minister of Municipal Affairs and Housing is the only party eligible to file an appeal to the City's ARU policy and zone provisions.

Other Alternatives Considered:

No other alternatives have been considered.

Alignment to Strategic Priorities

The Council Adopted Strategic Plan identifies four Strategic Priorities:

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

The proposed draft Amendments directly align with an exceptional quality of life, as it meets the goal of building social infrastructure by supporting affordable, attainable and purpose built housing.

The proposed Amendments further align with good government by increasing efficiency and effectiveness of service delivery by streamlining policies, by-laws and processes.

Consultations:

Staff circulated the proposed Amendments to the Building Division, Engineering, Public Works, Housing, and Municipal Law Enforcement, as well as the Ministry of Municipal Affairs and Housing.

Public Notice was issued in regional Newspaper publications and the draft Amendments are available on the Planning & Development page of the City's website for broader consultation.

Comments reviewed while drafting the report have been considered and incorporated into the draft Amendments as appropriate.

Attachments:

Appendix A – Proposed Official Plan Amendment No. 39



Appendix A Draft
OPA 39.pdf

Appendix B – Proposed Zoning By-law Amendment



Appendix B Draft
ZBA.pdf

Department Head E-Mail: cmarshall@kawarthalakes.ca

Department Head: Chris Marshall, Director of Development Services

Department File: D00-99-032

CITY OF KAWARTHA LAKES

OFFICIAL PLAN AMENDMENT NO. 39

ADDITIONAL RESIDENTIAL UNITS

November 2, 2020 DRAFT



Introduction

The City of Kawartha Lakes Official Plan, 2012 is proposed to be amended as follows:

1. By adding new policies to Section 5 Housing Goal;
2. By adding new definitions to Section 30 Definitions.

Background

Bill 108, More Homes More Choice Act, 2019 amended the Planning Act to require Additional Residential Units, supplemented by policy direction introduced in the new A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019 and Provincial Policy Statement, 2020.

OPA 39 is intended as a part of a provincial policy conformity exercise.

Details of the Amendment

The City of Kawartha Lakes Official Plan, 2012 is hereby amended as follows:

1. Section 30 Definitions is amended by adding the following;

Additional Residential Unit: means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential unit. The additional residential unit shall include the following areas that are separate from the primary residential unit: a separate entrance, kitchen facilities, washroom facilities, and living space.

Primary Residential Unit: means a single detached, semi-detached, row house, or townhouse dwelling for the purpose of the definition of Additional Residential Unit.

2. Section 5 Housing Goal is amended by adding the following:

5.7 ADDITIONAL RESIDENTIAL UNITS

- 5.7.1 This Plan will support flexible zoning provisions to permit a broad range of housing forms, including additional residential units.
- 5.7.2 Additional residential units are permitted as of right, in addition to the primary residential unit, in single detached, semi-detached, row house, or townhouse dwellings as well as in accessory buildings or structures on lots associated with these dwelling types, provided they are in accordance with this policy and the applicable zoning by-law provisions.

The following criteria shall be considered when evaluating proposals for the creation of additional residential units.

- a) A maximum of two additional residential units are permitted, where one additional residential unit is in the same building as the primary dwelling unit and one additional residential unit is in an accessory building or structure. For the purposes of this policy, each primary residential unit is located on a separate lot.
- b) A lot containing a garden suite, in accordance with the policies in Section 5.4. Garden Suites, may also have an additional residential unit, up to a maximum of three units on the lot.
- c) Lots outside of designated settlement areas shall have a minimum lot area of 0.4 hectares to be eligible for an additional residential unit. This requirement may be reduced where it is demonstrated through a hydrogeological and site servicing study that the lot can be adequately serviced.

- d) Additional residential units shall only be permitted on lots having adequate sewage and water supply. Additional residential units being developed on private services are encouraged to utilize the existing private sewage disposal systems and wells.
- e) The floor area of the additional residential unit shall be equal to or smaller in size compared to the gross floor area, excluding attached garage area, of the primary residential unit without any substantial modification to the building's bulk or massing.
- f) The Zoning By-law shall contain appropriate performance standards for the creation of an additional residential unit, including lot area and frontage, yard setbacks, coverage, height, and landscaping to reflect the character of the neighbourhood. Additional residential units are not subject to density control requirements as defined in the applicable Zoning By-law.
- g) On-site parking is provided in accordance with the Zoning By-law.
- h) Additional residential units shall only be permitted on lots having frontage and access to a year-round municipally maintained road.
- i) Additional residential units shall not be permitted within buildings or structures that are located within the Environmental Protection designation, floodplain areas, water setback or other hazardous lands.
- j) Where applicable, additional residential units located in accessory buildings or structures shall comply with the Minimum Distance Separation formulae.
- k) An additional residential unit within an accessory structure shall not be severed from the lot accommodating the primary residential unit.
- l) Additional residential units shall comply with the provisions of the Ontario Building Code, Fire Code, Zoning By-law and all other relevant municipal and provincial standards.
- m) All additional residential units shall be registered in accordance with the City's Additional Residential Unit Registration By-law.
- n) Notwithstanding Section 5.7.2, within the Oak Ridges Moraine Conservation Plan (2017) area a maximum of one additional residential unit shall only be permitted within a single dwelling provided the single dwelling is located with the Settlement, Rural Settlement or Countryside land use designations; additional residential units are not permitted within the Natural Core Area or Natural Linkage Area designations.

5.7.3 Innovative building design is encouraged to facilitate subsequent opportunities to create additional residential units.

CITY OF KAWARTHA LAKES
ZONING BY-LAW AMENDMENT NO. 2020-XX
ADDITIONAL RESIDENTIAL UNITS

November 2, 2020 DRAFT



The Corporation of the City of Kawartha Lakes

By-Law 2020-XX

A By-law to repeal and replace By-law 2014-283 and amend multiple Zoning By-laws in accordance with Additional Residential Units Official Plan Amendment No. 39

Affected By-laws:

Township of Bexley Zoning By-law 93-09
Village of Bobcaygeon Zoning By-law 16-78
Township of Carden Zoning By-law 79-2
Township of Dalton Zoning By-law 10-77
Township of Eldon Zoning By-law 94-14
Township of Eldon Zoning By-law 1996-30
Village of Fenelon Falls Zoning By-law 89-25
Township of Fenelon Zoning By-law 12-95
United Townships of Laxton, Digby and Longford Zoning By-law 32-83
Town of Lindsay Zoning By-law 2000-75
Township of Manvers Zoning By-law 87-06
Township of Mariposa Zoning By-law 94-07
Village of Omemee Zoning By-law 1993-15
Township of Ops Zoning By-law 93-30
Oak Ridges Moraine Zoning By-law 2005-133
Township of Somerville Zoning By-law 78-45
Village of Sturgeon Point Zoning By-law 339
Township of Verulam Zoning By-law 6-87
Village of Woodville Zoning By-law 1993-9

This By-law enacts new Definitions and General Provisions in accordance with Section 34 and Section 35.1(1) of the Planning Act.

DEFINITIONS:

DWELLING UNIT, ADDITIONAL RESIDENTIAL shall mean a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

DWELLING UNIT, PRIMARY RESIDENTIAL shall mean a single detached, semi detached, row or townhouse dwelling unit for the purpose of the definition of additional residential dwelling unit.

ACCESSORY BUILDING OR STRUCTURE in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

GENERAL PROVISIONS:

Additional Residential Dwelling Units

1.1. Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, row or townhouse dwelling units, subject to the following provisions:

- i. One (1) primary residential dwelling unit per lot. In the case of a 'Semi-detached dwelling', 'Row dwelling' or 'Townhouse dwelling' that each primary residential dwelling unit is located on a separate lot.
- ii. A maximum of two (2) additional residential dwelling units per lot, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- iii. Notwithstanding seasonal farm residential uses, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second dwelling use in accordance with the applicable zoning provisions for a maximum of three (3) units on a lot.
- iv. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- v. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the Accessory Buildings, Structures and Uses provisions of this Zoning By-law. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- vi. A lot has frontage on a public street.
- vii. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- viii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- ix. Where applicable an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- x. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with the Zoning By-law requirements for a home occupation use.

- xi. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- xii. An additional residential dwelling unit or part thereof shall not be within the EP Zone, floodplain or water setback.
- xiii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xiv. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Oak Ridges Moraine Zoning By-law 2005-133

Section 3 Definitions:

DWELLING UNIT, ADDITIONAL RESIDENTIAL shall mean a residential dwelling unit that is self-contained, subordinate to and located within the same building as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

DWELLING UNIT, PRIMARY RESIDENTIAL shall mean a single dwelling unit for the purpose of the definition of additional residential dwelling unit.

Section 5 General Provisions:

5.31 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted subject to the following provisions:

- i. A maximum of one (1) additional residential dwelling unit within the same building as the primary residential dwelling unit.
- ii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iii. A lot has frontage on a public street.
- iv. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- v. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- vi. An additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.

- vii. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home business in an additional residential dwelling unit, parking shall be in accordance with section 5.12 Parking Requirements.
- viii. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- ix. An additional residential dwelling unit or part thereof shall not be within the the ORMCA Zone, ORMLA Zone, ORMEP Zones, floodplain or water setback.
- x. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xi. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

By-law read a first, second and third time, and finally passed, this ____ day of _____, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2020-xxx

A By-law to Amend The City of Kawartha Lakes Official Plan to Allow Additional Residential Units Within The City of Kawartha Lakes

[File D00-99-032, Report PLAN2020-057, respecting lands within The City of Kawartha Lakes]

Recitals:

1. Section 16(3) of the Planning Act requires that official plan policies authorize the use of additional residential units.
2. Sections 17 and 22 of the Planning Act, R.S.O. 1990, c. 13, authorize Council to consider the adoption of an amendment to an Official Plan.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to adopt Official Plan Amendment Number 39.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-xxx.

Section 1.00: Official Plan Amendment Details

- 1.01 Property Affected:** The lands affected by this By-law are eligible properties in the City of Kawartha Lakes.
- 1.02 Amendment:** Amendment No. 39 to the City of Kawartha Lakes 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:** The By-law shall come into force and take effect on the date it is finally passed, subject to 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.13.

By-law read a first, second and third time, and finally passed, this 15 day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Schedule 'A' to By-law No. 2020-xxx
The Corporation of The City of Kawartha Lakes
Amendment No. 39 to The City of Kawartha Lakes Official Plan
Part A – The Preamble

A. Purpose

The purpose of the Official Plan Amendment is to address the requirements of the Planning Act, conform with the Provincial Policies and establish new land use policies for Additional Residential Units in the City of Kawartha Lakes Official Plan in order to provide a framework for the companion Zoning By-law Amendments.

B. Location

The Amendment affects all eligible properties that allow single detached, semi-detached or townhouse dwellings and accessory buildings or structures thereto across the City of Kawartha Lakes.

C. Basis

Council has enacted this Official Plan Amendment in response to provincially legislated requirements.

The Amendment to the City of Kawartha Lakes Official Plan is justified and represents good planning for the following reasons:

1. The proposed policies are consistent with the Provincial Policy Statement, 2020, and conform and do not conflict with provincial policy documents being A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019 and Oak Ridges Moraine Conservation Plan, 2017.
2. The proposed policies conform to the goals and objectives as set out in the City of Kawartha Lakes Official Plan.
3. The policies are appropriate with respect to facilitating a variety of housing options, gently increasing density of residential neighbourhoods, and contributing to complete communities.

Part B – The Amendment

D. Introductory Statement

All of this part of the document entitled Part B – The Amendment constitutes Amendment No. 39 to The City of Kawartha Lakes Official Plan.

E. Details of the Amendment

The City of Kawartha Lakes Official Plan, 2012 is hereby amended as follows:

1. Section 5. Housing Goal is amended by adding subsection 5.7 Additional Residential Units as follows:

5.7 Additional Residential Units

- 5.7.1 This Plan will support flexible zoning provisions to permit a broad range of housing forms, including additional residential units.
- 5.7.2 An additional residential unit is permitted as of right, in addition to the primary residential unit, in single detached, semi-detached or townhouse dwellings as well as in accessory buildings or structures on lots associated with these dwelling types, provided they are in accordance with this policy and the applicable zoning by-law provisions.

The following criteria shall guide development of additional residential units.

- a) A maximum of two additional residential units are permitted, where one additional residential unit is in the same building as the primary dwelling unit and one additional residential unit is in an accessory building or structure.
- b) A lot containing a garden suite, in accordance with the policies in Section 5.4. Garden Suites, may also have an additional residential unit.
- c) Lots outside of designated settlement areas shall have a minimum lot area of 0.4 hectares to be eligible for an additional residential unit. This requirement may be reduced where it is demonstrated through a hydrogeological and site servicing study that the lot can be adequately serviced.
- d) Additional residential units shall only be permitted on lots having adequate sewage and water supply. Additional residential units being developed on private services are encouraged to utilize the existing private sewage disposal systems and wells.
- e) The floor area of the additional residential unit shall be equal to or smaller in size compared to the gross floor area, excluding attached garage area, of the primary residential unit without any substantial modification to the building's bulk or massing.

- f) The Zoning By-law shall contain appropriate performance standards for the creation of an additional residential unit, including lot area and frontage, yard setbacks, coverage, height, and landscaping to reflect the character of the neighbourhood. Additional residential units are not subject to density control requirements as defined in the applicable Zoning By-law.
- g) On-site parking is provided in accordance with the Zoning By-law.
- h) Additional residential units shall only be permitted on lots having frontage and access to a year-round municipally maintained road.
- i) Additional residential units shall not be permitted within buildings or structures that are located within the Environmental Protection designation, floodplain areas, water setback or other hazardous lands.
- j) Where applicable, additional residential units located in accessory buildings or structures shall comply with the Minimum Distance Separation formulae.
- k) An additional residential unit within an accessory building or structure shall not be severed from the lot accommodating the primary residential unit.
- l) Additional residential units shall comply with the provisions of the Ontario Building Code, Fire Code, Zoning By-law and all other relevant municipal and provincial standards.
- m) All additional residential units shall be registered in accordance with the City's Additional Residential Unit Registration By-law.
- n) Notwithstanding Section 5.7.2, within the Oak Ridges Moraine Conservation Plan area a maximum of one additional residential unit shall only be permitted within a single dwelling provided the single dwelling is located within the Settlement, Rural Settlement or Countryside land use designations; additional residential units are not permitted within the Natural Core Area or Natural Linkage Area designations.

5.7.3 Innovative building design is encouraged to facilitate subsequent opportunities to create additional residential units.

2. Section 30. Definitions is amended by adding the following definitions in alphabetical order:

30. Definitions

Additional Residential Unit: means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential unit. The additional residential unit shall include the following areas that are separate from the primary residential unit: a separate entrance, kitchen facilities, washroom facilities, and living space.

Primary Residential Unit: means a single detached, semi-detached or townhouse dwelling for the purpose of the definition of Additional Residential Unit.

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

By-Law 2020-xxx

A By-law to Amend The Town of Lindsay Official Plan to Allow Additional Residential Units

[File D00-99-032, Report PLAN2020-057, respecting lands subject to the Town of Lindsay Official Plan]

Recitals:

1. Section 16(3) of the Planning Act requires that official plan policies authorize the use of additional residential units.
2. Sections 17 and 22 of the Planning Act, R.S.O. 1990, c. 13, authorize Council to consider the adoption of an amendment to an Official Plan.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to adopt Official Plan Amendment Number 60.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-xxx.

Section 1.00: Official Plan Amendment Details

- 1.01 Property Affected:** The property affected by this By-law includes eligible lands subject to the Town of Lindsay Official Plan.
- 1.02 Amendment:** Amendment No. 60 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:** The By-law shall come into force and take effect on the date it is finally passed, subject to 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.13.

By-law read a first, second and third time, and finally passed, this 15 day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Schedule 'A' to By-law No. 2020-xxx
The Corporation of The City of Kawartha Lakes
Amendment No. 60 to The Town of Lindsay Official Plan
Part A – The Preamble

A. Purpose

The purpose of the Official Plan Amendment is to address the requirements of the Planning Act, conform with the Provincial Policies and establish new land use policies for Additional Residential Units in the Town of Lindsay Official Plan in order to provide a framework for the companion Zoning By-law Amendments.

B. Location

The Amendment affects all eligible lands that allow single detached, semi-detached or townhouse dwellings and accessory buildings or structures thereto subject to the Town of Lindsay Official Plan.

C. Basis

Council has enacted this Official Plan Amendment in response to provincially legislated requirements.

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

1. The proposed policies are consistent with the Provincial Policy Statement, 2020, and conform and do not conflict with provincial policy documents being A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019.
2. The proposed policies conform to the goals and objectives as set out in the Town of Lindsay Official Plan.
3. The policies are appropriate with respect to facilitating a variety of housing options, gently increasing density of residential neighbourhoods, and contributing to complete communities.

Part B – The Amendment

D. Introductory Statement

All of this part of the document entitled Part B – The Amendment constitutes Amendment No. 60 to the Town of Lindsay Official Plan.

E. Details of the Amendment

The Town of Lindsay Official Plan is hereby amended as follows:

- 1. Section 3.4 Housing Policies is amended by adding subsection 3.4.4 Additional Residential Units as follows:**

3.4.4 Additional Residential Units

3.4.4.1 This Plan will support flexible zoning provisions to permit a broad range of housing forms, including additional residential units.

3.4.4.2 An additional residential unit is permitted as of right, in addition to the primary residential unit, in single detached, semi-detached or townhouse dwellings as well as in accessory buildings or structures on lots associated with these dwelling types, provided they are in accordance with this policy and the applicable zoning by-law provisions.

The following criteria shall guide development of additional residential units.

- a) A maximum of two additional residential units are permitted, where one additional residential unit is in the same building as the primary dwelling unit and one additional residential unit is in an accessory building or structure.
- b) Additional residential units shall only be permitted on lots having adequate sewage and water supply.
- c) The floor area of the additional residential unit shall be equal to or smaller in size compared to the gross floor area, excluding attached garage area, of the primary residential unit without any substantial modification to the building's bulk or massing.
- d) The Zoning By-law shall contain appropriate performance standards for the creation of an additional residential unit, including lot area and frontage, yard setbacks, coverage, height, and landscaping to reflect the character of the neighbourhood. Additional residential units are not subject to density control requirements as defined in the applicable Zoning By-law.
- e) On-site parking is provided in accordance with the Zoning By-law.
- f) Additional residential units shall only be permitted on lots having frontage and access to a year-round municipally maintained road.

- g) Additional residential units shall not be permitted within buildings or structures that are located within the floodplain areas, water setback or other hazardous lands.
- h) An additional residential unit within an accessory building or structure shall not be severed from the lot accommodating the primary residential unit.
- i) Additional residential units shall comply with the provisions of the Ontario Building Code, Fire Code, Zoning By-law and all other relevant municipal and provincial standards.
- j) All additional residential units shall be registered in accordance with the City's Additional Residential Unit Registration By-law.

3.4.4.3 Innovative building design is encouraged to facilitate subsequent opportunities to create additional residential units.

2. Section 3.5.3 Intensification is amended by deleting subsection 3.5.3 b) vii) and replacing it as follows:

- vii) encourage the creation of additional residential units throughout the built-up area.

3. Section 7.2 Definitions is amended by adding the following definitions in alphabetical order:

7.2 Definitions

Additional Residential Unit: means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential unit. The additional residential unit shall include the following areas that are separate from the primary residential unit: a separate entrance, kitchen facilities, washroom facilities, and living space.

Primary Residential Unit: means a single detached, semi-detached or townhouse dwelling for the purpose of the definition of Additional Residential Unit.

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

By-Law 2020-xxx

A By-law to Amend The Village of Fenelon Falls Official Plan to Allow Additional Residential Units

[File D00-99-032, Report PLAN2020-057, respecting lands subject to the Village of Fenelon Falls Official Plan]

Recitals:

1. Section 16(3) of the Planning Act requires that official plan policies authorize the use of additional residential units.
2. Sections 17 and 22 of the Planning Act, R.S.O. 1990, c. 13, authorize Council to consider the adoption of an amendment to an Official Plan.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to adopt Official Plan Amendment Number 19.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-xxx.

Section 1.00: Official Plan Amendment Details

- 1.01 Property Affected:** The property affected by this By-law includes eligible lands subject to the Village of Fenelon Falls Official Plan.
- 1.02 Amendment:** Amendment No. 19 to the Village of Fenelon Falls 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:** The By-law shall come into force and take effect on the date it is finally passed, subject to 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.13.

By-law read a first, second and third time, and finally passed, this 15 day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Schedule 'A' to By-law No. 2020-xxx
The Corporation of The City of Kawartha Lakes
Amendment No. 19 to The Village of Fenelon Falls Official Plan
Part A – The Preamble

A. Purpose

The purpose of the Official Plan Amendment is to address the requirements of the Planning Act, conform with the Provincial Policies and establish new land use policies for Additional Residential Units in the Village of Fenelon Falls Official Plan in order to provide a framework for the companion Zoning By-law Amendments.

B. Location

The Amendment affects all eligible lands that allow single detached, semi-detached or townhouse dwellings and accessory buildings or structures thereto subject to the Village of Fenelon Falls Official Plan.

C. Basis

Council has enacted this Official Plan Amendment in response to provincially legislated requirements.

The Amendment to the Village of Fenelon Falls Official Plan is justified and represents good planning for the following reasons:

1. The proposed policies are consistent with the Provincial Policy Statement, 2020, and conform and do not conflict with provincial policy documents being A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019.
2. The proposed policies conform to the goals and objectives as set out in the Village of Fenelon Falls Official Plan.
3. The policies are appropriate with respect to facilitating a variety of housing options, gently increasing density of residential neighbourhoods, and contributing to complete communities.

Part B – The Amendment

D. Introductory Statement

All of this part of the document entitled Part B – The Amendment constitutes Amendment No. 19 to the Village of Fenelon Falls Official Plan.

E. Details of the Amendment

The Village of Fenelon Falls Official Plan is hereby amended as follows:

- 1. Part Three – Land Use Policies is amended by adding subsection 3.11 Additional Residential Units as follows:**

3.11 Additional Residential Units

- 3.11.1** This Plan will support flexible zoning provisions to permit a broad range of housing forms, including additional residential units. For the purposes of this policy the following definitions apply:

Additional Residential Unit: means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential unit. The additional residential unit shall include the following areas that are separate from the primary residential unit: a separate entrance, kitchen facilities, washroom facilities, and living space.

Primary Residential Unit: means a single detached, semi-detached or townhouse dwelling for the purpose of the definition of Additional Residential Unit.

- 3.11.2** An additional residential unit is permitted as of right, in addition to the primary residential unit, in single detached, semi-detached or townhouse dwellings as well as in accessory buildings or structures on lots associated with these dwelling types, provided they are in accordance with this policy and the applicable zoning by-law provisions.

The following criteria shall guide development of additional residential units.

- a) A maximum of two additional residential units are permitted, where one additional residential unit is in the same building as the primary dwelling unit and one additional residential unit is in an accessory building or structure.
- b) Additional residential units shall only be permitted on lots having adequate sewage and water supply.
- c) The floor area of the additional residential unit shall be equal to or smaller in size compared to the gross floor area, excluding attached garage area, of the primary residential unit without any substantial modification to the building's bulk or massing.

- d) The Zoning By-law shall contain appropriate performance standards for the creation of an additional residential unit, including lot area and frontage, yard setbacks, coverage, height, and landscaping to reflect the character of the neighbourhood. Additional residential units are not subject to density control requirements as defined in the applicable Zoning By-law.
 - e) On-site parking is provided in accordance with the Zoning By-law.
 - f) Additional residential units shall only be permitted on lots having frontage and access to a year-round municipally maintained road.
 - g) Additional residential units shall not be permitted within buildings or structures that are located within the Environmental Constraint Area designation, floodplain areas, water setback or other hazardous lands.
 - h) An additional residential unit within an accessory building or structure shall not be severed from the lot accommodating the primary residential unit.
 - i) Additional residential units shall comply with the provisions of the Ontario Building Code, Fire Code, Zoning By-law and all other relevant municipal and provincial standards.
 - j) All additional residential units shall be registered in accordance with the City's Additional Residential Unit Registration By-law.
- 3.11.3 Innovative building design is encouraged to facilitate subsequent opportunities to create additional residential units.

2. Part Seven – Growth Management and Development Policies is amended by deleting subsection 7.3.2 b) vii) and replacing it as follows:

- vii) encourage the creation of additional residential units throughout the built-up area.

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

By-Law 2020-xxx

A By-law to Amend The Township of Ops Official Plan to Allow Additional Residential Units

[File D00-99-032, Report PLAN2020-057, respecting lands subject to the Township of Ops Official Plan]

Recitals:

1. Section 16(3) of the Planning Act requires that official plan policies authorize the use of additional residential units.
2. Sections 17 and 22 of the Planning Act, R.S.O. 1990, c. 13, authorize Council to consider the adoption of an amendment to an Official Plan.
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 2020-xxx.

Section 1.00: Official Plan Amendment Details

- 1.01 Property Affected:** The property affected by this By-law includes eligible lands subject to the Township of Ops Official Plan.
- 1.02 Amendment:** Amendment No. 55 to the Township of Ops 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:** The By-law shall come into force and take effect on the date it is finally passed, subject to 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.13.

By-law read a first, second and third time, and finally passed, this 15 day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Schedule 'A' to By-law No. 2020-xxx
The Corporation of The City of Kawartha Lakes
Amendment No. 55 to The Township of Ops Official Plan
Part A – The Preamble

A. Purpose

The purpose of the Official Plan Amendment is to address the requirements of the Planning Act, conform with the Provincial Policies and establish new land use policies for Additional Residential Units in the Township of Ops Official Plan in order to provide a framework for the companion Zoning By-law Amendments.

B. Location

The Amendment affects all eligible lands that allow single detached, semi-detached or townhouse dwellings and accessory buildings or structures thereto subject to the Township of Ops Official Plan.

C. Basis

Council has enacted this Official Plan Amendment in response to provincially legislated requirements.

The Amendment to the Township of Ops Official Plan is justified and represents good planning for the following reasons:

1. The proposed policies are consistent with the Provincial Policy Statement, 2020, and conform and do not conflict with provincial policy documents being A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019.
2. The proposed policies conform to the goals and objectives as set out in the Township of Ops Official Plan.
3. The policies are appropriate with respect to facilitating a variety of housing options, gently increasing density of residential neighbourhoods, and contributing to complete communities.

Part B – The Amendment

D. Introductory Statement

All of this part of the document entitled Part B – The Amendment constitutes Amendment No. 55 to the Township of Ops Official Plan.

E. Details of the Amendment

The Township of Ops Official Plan is hereby amended as follows:

1. Section 6.4 – Housing is amended by adding subsection 6.4.4 Additional Residential Units as follows:

6.4.4 Additional Residential Units

6.4.4.1 This Plan will support flexible zoning provisions to permit a broad range of housing forms, including additional residential units.

6.4.4.2 An additional residential unit is permitted as of right, in addition to the primary residential unit, in single detached, semi-detached or townhouse dwellings as well as in accessory buildings or structures on lots associated with these dwelling types, provided they are in accordance with this policy and the applicable zoning by-law provisions.

The following criteria shall guide development of additional residential units.

- a) A maximum of two additional residential units are permitted, where one additional residential unit is in the same building as the primary dwelling unit and one additional residential unit is in an accessory building or structure.
- b) Lots outside of designated settlement areas shall have a minimum lot area of 0.4 hectares to be eligible for an additional residential unit. This requirement may be reduced where it is demonstrated through a hydrogeological and site servicing study that the lot can be adequately serviced.
- c) Additional residential units shall only be permitted on lots having adequate sewage and water supply. Additional residential units being developed on private services are encouraged to utilize the existing private sewage disposal systems and wells.
- d) The floor area of the additional residential unit shall be equal to or smaller in size compared to the gross floor area, excluding attached garage area, of the primary residential unit without any substantial modification to the building's bulk or massing.
- e) The Zoning By-law shall contain appropriate performance standards for the creation of an additional residential unit, including lot area and frontage, yard setbacks, coverage, height, and landscaping to reflect the character of the neighbourhood. Additional residential units are

not subject to density control requirements as defined in the applicable Zoning By-law.

- f) On-site parking is provided in accordance with the Zoning By-law.
- g) Additional residential units shall only be permitted on lots having frontage and access to a year-round municipally maintained road.
- h) Additional residential units shall not be permitted within buildings or structures that are located within the Hazard Land designation, floodplain areas, water setback or other hazardous lands.
- i) Where applicable, additional residential units located in accessory buildings or structures shall comply with the Minimum Distance Separation formulae.
- j) An additional residential unit within an accessory building or structure shall not be severed from the lot accommodating the primary residential unit.
- k) Additional residential units shall comply with the provisions of the Ontario Building Code, Fire Code, Zoning By-law and all other relevant municipal and provincial standards.
- l) All additional residential units shall be registered in accordance with the City's Additional Residential Unit Registration By-law.

6.4.4.3 Innovative building design is encouraged to facilitate subsequent opportunities to create additional residential units.

2. Section 6.9.2 Intensification Policies is amended by deleting subsection 6.9.2 b) vii) and replacing it as follows:

- vii) encourage the creation of additional residential units throughout the built-up area.

3. Section 5.2 Definitions is amended by adding the following definitions in alphabetical order:

5.2 Definitions

Additional Residential Unit: means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential unit. The additional residential unit shall include the following areas that are separate from the primary residential unit: a separate entrance, kitchen facilities, washroom facilities, and living space.

Primary Residential Unit: means a single detached, semi-detached or townhouse dwelling for the purpose of the definition of Additional Residential Unit.

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

By-Law 2020-xxx

A By-law to Amend The Victoria County Official Plan to Allow Additional Residential Units

[File D00-99-032, Report PLAN2020-057, respecting lands subject to the Victoria County Official Plan]

Recitals:

1. Section 16(3) of the Planning Act requires that official plan policies authorize the use of additional residential units.
2. Sections 17 and 22 of the Planning Act, R.S.O. 1990, c. 13, authorize Council to consider the adoption of an amendment to an Official Plan.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to adopt Official Plan Amendment Number 139.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-xxx.

Section 1.00: Official Plan Amendment Details

- 1.01 Property Affected:** The property affected by this By-law includes eligible lands subject to the Victoria County Official Plan.
- 1.02 Amendment:** Amendment No. 139 to the Victoria County 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:** The By-law shall come into force and take effect on the date it is finally passed, subject to 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.13.

By-law read a first, second and third time, and finally passed, this 15 day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

Schedule 'A' to By-law No. 2020-xxx
The Corporation of The City of Kawartha Lakes
Amendment No. 139 to The Victoria County Official Plan
Part A – The Preamble

A. Purpose

The purpose of the Official Plan Amendment is to address the requirements of the Planning Act, conform with the Provincial Policies and establish new land use policies for Additional Residential Units in the Victoria County Official Plan in order to provide a framework for the companion Zoning By-law Amendments.

B. Location

The Amendment affects all eligible lands that allow single detached, semi-detached or townhouse dwellings and accessory buildings or structures thereto subject to the Victoria County Official Plan.

C. Basis

Council has enacted this Official Plan Amendment in response to provincially legislated requirements.

The Amendment to the Victoria County Official Plan is justified and represents good planning for the following reasons:

1. The proposed policies are consistent with the Provincial Policy Statement, 2020, and conform and do not conflict with provincial policy documents being A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019.
2. The proposed policies conform to the goals and objectives as set out in the Victoria County Official Plan.
3. The policies are appropriate with respect to facilitating a variety of housing options, gently increasing density of residential neighbourhoods, and contributing to complete communities.

Part B – The Amendment

D. Introductory Statement

All of this part of the document entitled Part B – The Amendment constitutes Amendment No. 139 to the Victoria County Official Plan.

E. Details of the Amendment

The Victoria County Official Plan is hereby amended as follows:

1. Section 5.5 – Housing is amended by adding subsection 5.5.7 Additional Residential Units as follows:

5.5.7 Additional Residential Units

5.5.7.1 This Plan will support flexible zoning provisions to permit a broad range of housing forms, including additional residential units.

5.5.7.2 An additional residential unit is permitted as of right, in addition to the primary residential unit, in single detached, semi-detached or townhouse dwellings as well as in accessory buildings or structures on lots associated with these dwelling types, provided they are in accordance with this policy and the applicable zoning by-law provisions.

The following criteria shall guide development of additional residential units.

- a) A maximum of two additional residential units are permitted, where one additional residential unit is in the same building as the primary dwelling unit and one additional residential unit is in an accessory building or structure.
- b) Lots outside of designated settlement areas shall have a minimum lot area of 0.4 hectares to be eligible for an additional residential unit. This requirement may be reduced where it is demonstrated through a hydrogeological and site servicing study that the lot can be adequately serviced.
- c) Additional residential units shall only be permitted on lots having adequate sewage and water supply. Additional residential units being developed on private services are encouraged to utilize the existing private sewage disposal systems and wells.
- d) The floor area of the additional residential unit shall be equal to or smaller in size compared to the gross floor area, excluding attached garage area, of the primary residential unit without any substantial modification to the building's bulk or massing.
- e) The Zoning By-law shall contain appropriate performance standards for the creation of an additional residential unit, including lot area and frontage, yard setbacks, coverage, height, and landscaping to reflect the character of the neighbourhood. Additional residential units are

not subject to density control requirements as defined in the applicable Zoning By-law.

- f) On-site parking is provided in accordance with the Zoning By-law.
- g) Additional residential units shall only be permitted on lots having frontage and access to a year-round municipally maintained road.
- h) Additional residential units shall not be permitted within buildings or structures that are located within the Environmental Protection designation, floodplain areas, water setback or other hazardous lands.
- i) Where applicable, additional residential units located in accessory buildings or structures shall comply with the Minimum Distance Separation formulae.
- j) An additional residential unit within an accessory building or structure shall not be severed from the lot accommodating the primary residential unit.
- k) Additional residential units shall comply with the provisions of the Ontario Building Code, Fire Code, Zoning By-law and all other relevant municipal and provincial standards.
- l) All additional residential units shall be registered in accordance with the City's Additional Residential Unit Registration By-law.

5.5.7.3 Innovative building design is encouraged to facilitate subsequent opportunities to create additional residential units.

2. Section 5.7.2 Intensification Policies is amended by deleting subsection 5.7.2 b) vii) and replacing it as follows:

- vii) encourage the creation of additional residential units throughout the built-up area.

3. Section 3.2 Definitions is amended by adding the following definitions in alphabetical order:

3.2 Definitions

Additional Residential Unit: means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential unit. The additional residential unit shall include the following areas that are separate from the primary residential unit: a separate entrance, kitchen facilities, washroom facilities, and living space.

Primary Residential Unit: means a single detached, semi-detached or townhouse dwelling for the purpose of the definition of Additional Residential Unit.

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

By-Law 2020-xxx

A By-Law To Amend The Oak Ridges Moraine Zoning By-Law No. 2005-133 To Rezone Land Within The City Of Kawartha Lakes

[File D00-99-032, Report PLAN2020-057, respecting Oak Ridges Moraine Area, former Township of Manvers, City of Kawartha Lakes]

Recitals:

1. Sections 16(3) and 35.1(1) of the Planning Act require that official plan policies and zoning by-laws authorize the use of additional residential units.
2. Section 34 of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to determine the appropriate zoning categories and provisions assigned to land.
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 2020-xxx.

Section 1:00 Zoning Details

- 1.01 Property Affected:** The Property affected by this by-law is described as lands within the Oak Ridges Moraine Area in the former Township of Manvers, City of Kawartha Lakes.
- 1.02 Textual Amendment:** By-Law No. 2005-133 of the Oak Ridges Moraine is further amended by adding the following definitions in alphabetical order to Section 3 Definitions and by adding subsection 5.31 Additional Residential Dwelling Units to Section 5 General Provisions:

Section 3 Definitions:

Dwelling Unit, Additional Residential shall mean a residential dwelling unit that is self-contained, subordinate to and located within the same building as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential shall mean a single dwelling unit for the purpose of the definition of additional residential dwelling unit.

5.31 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted subject to the following provisions:

- i) A maximum of one (1) additional residential dwelling unit within the same building as the primary residential dwelling unit.
- ii) Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iii) A lot has frontage on an improved public street, maintained year round.
- iv) A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- v) The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.

- vi) An additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- vii) At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home business in an additional residential dwelling unit, parking shall be in accordance with section 5.12 Parking Requirements.
- viii) An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- ix) An additional residential dwelling unit or part thereof shall not be within the ORMCA Zone, ORMLA Zone, ORMEP Zones, floodplain or water setback.
- x) Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xi) Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 2:00 Effective Date

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

By-law read a first, second and third time, and finally passed, this 15 day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2020-xxx

A By-Law To Amend Multiple Zoning By-laws To Authorize Additional Residential Units And To Repeal By-Law 2014-283

Affected By-laws:

Township of Bexley Zoning By-law 93-09
Village of Bobcaygeon Zoning By-law 16-78
Township of Carden Zoning By-law 79-2
Township of Dalton Zoning By-law 10-77
Township of Eldon Zoning By-law 94-14
Township of Emily Zoning By-law 1996-30
Village of Fenelon Falls Zoning By-law 89-25
Township of Fenelon Zoning By-law 12-95
United Townships of Laxton, Digby and Longford Zoning By-law 32-83
Town of Lindsay Zoning By-law 2000-75
Township of Manvers Zoning By-law 87-06
Township of Mariposa Zoning By-law 94-07
Village of Omemee Zoning By-law 1993-15
Township of Ops Zoning By-law 93-30
Township of Somerville Zoning By-law 78-45
Village of Sturgeon Point Zoning By-law 339
Township of Verulam Zoning By-law 6-87
Village of Woodville Zoning By-law 1993-9

[File D00-99-032, Report PLAN2020-057, respecting former Town of Lindsay; Villages of Bobcaygeon, Fenelon Falls, Omemee, and Woodville; and Townships of Bexley, Carden, Dalton, Eldon, Emily, Fenelon Laxton, Digby, Longford, Manvers, Mariposa, Ops, Somerville and Verulam in the City of Kawartha Lakes]

Recitals:

1. Sections 16(3) and 35.1(1) of the Planning Act require that official plan policies and zoning by-laws authorize the use of additional residential units.
2. Section 34 of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to determine the appropriate zoning categories and provisions assigned to land.
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 2020-xxx.

Section 1:00 Zoning Details

- 1.01 Property Affected:** The Property affected by this by-law is described as lands within the former Town of Lindsay; Villages of Bobcaygeon, Fenelon Falls, Omemee, and Woodville; and Townships of Bexley, Carden, Dalton, Eldon, Emily, Fenelon Laxton, Digby, Longford, Manvers, Mariposa, Ops, Somerville and Verulam in the City of Kawartha Lakes.
- 1.02 Textual Amendment:** The following Zoning By-laws are further amended in order to give effect to the following:

Section 2:00 Town of Lindsay Zoning By-law 2000-75

- 2.01 By-law No. 2000-75 of the Town of Lindsay is amended by deleting “4.44 Dwelling, Accessory” definition from Section 4: Definitions and by adding the following definitions in alphabetical order:

Section 4: Definitions

Accessory Building Or Structure in conjunction with ‘Dwelling Unit, Additional Residential’ means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or townhouse dwelling for the purpose of the definition of additional residential dwelling unit.

2.02 By-law No. 2000-75 of the Town of Lindsay is amended by deleting subsection 5.34 Accessory Dwelling Unit from Section 5: General Provisions for All Zones and replacing it with subsection 5.36 Additional Residential Dwelling Units:

Section 5: General Provisions For All Zones

5.36 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities, minimum gross floor areas, and maximum gross floor area as a percentage of lot area listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or townhouse dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iii. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in the subsection 5.2. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- iv. A lot has frontage on an improved public street, maintained year round.
- v. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building’s bulk or massing.
- vi. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- vii. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 5.23.
- viii. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- ix. An additional residential dwelling unit or part thereof shall not be within the floodplain or water setback.
- x. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.

- xi. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 3:00 Village of Bobcaygeon Zoning By-law 16-78

- 3.01 By-law No. 16-78 of the Village of Bobcaygeon is amended by deleting “2.27a Dwelling, Accessory” definition from Section 2 Definitions and by adding the following definitions in alphabetical order:

Section 2 Definitions

Accessory Building Or Structure in conjunction with ‘Dwelling Unit, Additional Residential’ means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

- 3.02 By-law No. 16-78 of the Village of Bobcaygeon is amended by deleting subsection 3.27 as it relates to Accessory Dwelling Units from Section 3 General Provisions and replacing it with Additional Residential Dwelling Units to Section 3 General Provisions:

Section 3 General Provisions

3.27 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iii. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 3.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- iv. A lot has frontage on an improved public street, maintained year round.
- v. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building’s bulk or massing.
- vi. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 3.13 for a home occupation use.
- vii. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.

- viii. An additional residential dwelling unit or part thereof shall not be within the floodplain or water setback.
- ix. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- x. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 4:00 Village of Fenelon Falls Zoning By-law 89-25

- 4.01 By-law No. 89-25 of the Village of Fenelon Falls is amended by deleting “1.55a Dwelling, Accessory” definition from Part One – Definitions and by adding the following definitions in alphabetical order:

Part One – Definitions

Accessory Building Or Structure

In conjunction with ‘Dwelling Unit, Additional Residential’ shall mean a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential

Shall mean a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential

Shall mean a single detached dwelling house, semi-detached dwelling house, or townhouse dwelling for the purpose of the definition of additional residential dwelling unit.

- 4.02 By-law No. 89-25 of the Village of Fenelon Falls is amended by deleting subsection 5.28 as it relates to Accessory Dwelling Units from Part Five – General Zone Provisions and replacing it with Additional Residential Dwelling Units:

Part Five – General Zone Provisions

5.29 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached dwelling house, semi-detached dwelling house, or townhouse dwelling, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iii. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions of subsection 5.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- iv. A lot has frontage on an improved public street, maintained year round.

- v. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- vi. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- vii. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 5.16.1 for a home occupation use.
- viii. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- ix. An additional residential dwelling unit or part thereof shall not be within the EC Zone, floodplain or water setback.
- x. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xi. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 5:00 Village of Omemee Zoning By-law 1993-15

5.01 By-law No. 1993-15 of the Village of Omemee is amended by deleting "Dwelling, Accessory" definition from Part 2 – Definitions and by adding the following definitions in alphabetical order:

Part 2 – Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

5.02 By-law No. 1993-15 of the Village of Omemee is amended by deleting subsection 3.21 as it relates to Accessory Dwelling Units from Part 3 – General Provisions and replacing it with subsection 3.21 Additional Residential Dwelling Units:

Part 3 – General Provisions

3.21 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.

- iii. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 3.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- iv. A lot has frontage on an improved public street, maintained year round.
- v. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vi. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- vii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- viii. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with the subsection 3.14 for a home occupation use.
- ix. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- x. An additional residential dwelling unit or part thereof shall not be within the EP Zone, floodplain or water setback.
- xi. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 6:00 Village of Sturgeon Point Zoning By-law 339

6.01 By-law No. 339 of the Village of Sturgeon Point is amended by adding the following definitions in alphabetical order to Section Two Definitions and by adding subsection 3.24 Additional Residential Dwelling Units to Section Three General Provisions:

Section Two Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or townhouse dwelling for the purpose of the definition of additional residential dwelling unit.

Section Three General Provisions

3.24 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or townhouse dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. A lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 3.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved public street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 3.11 for a home occupation use.
- ix. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- x. An additional residential dwelling unit or part thereof shall not be within the floodplain or water setback.
- xi. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 7:00 Village of Woodville Zoning By-law 1993-9

7.01 By-law No. 1993-9 of the Village of Woodville is amended by adding the following definitions in alphabetical order to Part 2 – Definitions and by adding subsection 3.22 Additional Residential Dwelling Units to Part 3 – General Provisions:

Part 2 – Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Part 3 – General Provisions

3.22 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iii. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 3.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- iv. A lot has frontage on an improved public street, maintained year round.
- v. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vi. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- vii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- viii. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 3.15 for a home occupation use.
- ix. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- x. An additional residential dwelling unit or part thereof shall not be within the EP Zone, floodplain or water setback.
- xi. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 8:00 Township of Bexley Zoning By-law 93-09

8.01 By-law No. 93-09 of the Township of Bexley is amended by adding the following definitions in alphabetical order to Part 2 – Definitions and by adding subsection 3.22 Additional Residential Dwelling Units to Part 3 – General Provisions:

Part 2 – Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate

entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Part 3 – General Provisions

3.22 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 3.21, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second single detached dwelling in accordance with subsection 7.2.1.11.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 3.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved public street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 3.14 for a home occupation use.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- xi. An additional residential dwelling unit or part thereof shall not be within the EP Zone, floodplain or water setback.
- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.
- xiv. City's Additional Residential Unit Registration By-law.

Section 9:00 Township of Carden Zoning By-law 79-2

- 9.01 By-law No. 79-2 of the Township of Carden is amended by adding the following definitions in alphabetical order to Section 15 Definitions and by adding subsection 14.28 Additional Residential Dwelling Units to Section 14 General Provisions:

Section 15 Definitions

Accessory Building Or Structure in conjunction with ‘Dwelling Unit, Additional Residential’ means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Section 14 General Provisions

14.28 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 14.27, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second dwelling unit in accordance with subsection 7.2 I.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in the subsection 14.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved public street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with the section 14.14.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.

- xi. An additional residential dwelling unit or part thereof shall not be within the EP Zone, floodplain or water setback.
- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 10:00 Township of Dalton Zoning By-law 10-77

10.01 By-law No. 10-77 of the Township of Dalton is amended by adding the following definitions in alphabetical order to Section 15 Definitions and by adding subsection 14.31 Additional Residential Dwelling Units to Section 14 General Provisions:

Section 15 Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Section 14 General Provisions

14.31 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 14.30, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second single detached dwelling in accordance with subsection 14.29.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 14.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved public street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.

- viii. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 14.16.
- ix. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- x. An additional residential dwelling unit or part thereof shall not be within the EP Zone, floodplain or water setback.
- xi. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 11:00 Township of Eldon Zoning By-law 94-14

11.01 By-law No. 94-14 of the Township of Eldon is amended by adding the following definitions in alphabetical order to Part 2 – Definitions and by adding subsection 3.22 Additional Residential Dwelling Units to Part 3 – General Provisions:

Part 2 – Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Part 3 – General Provisions

3.22 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 3.21, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second single detached dwelling in accordance with subsection 7.2.1.11.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 3.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved public street, maintained year round.

- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 3.14.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- xi. An additional residential dwelling unit or part thereof shall not be within the EP Zone, floodplain or water setback.
- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.
- xiv. City's Additional Residential Unit Registration By-law.

Section 12:00 Township of Emily Zoning By-law 1996-30

12.01 By-law No. 1996-30 of the Township of Emily is amended by adding the following definitions in alphabetical order to Part 2 – Definitions and by adding subsection 3.22 Additional Residential Dwelling Units to Part 3 – General Provisions:

Part 2 – Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Part 3 – General Provisions

3.22 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 3.21, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second dwelling unit in accordance with subsection 7.2.1.11.

- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 3.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved public street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 3.14.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- xi. An additional residential dwelling unit or part thereof shall not be within the EP Zone, floodplain or water setback.
- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 13:00 Township of Fenelon Zoning By-law 12-95

13.01 By-law No. 12-95 of the Township of Fenelon is amended by adding the following definitions in alphabetical order to Part 2 – Definitions and by adding subsection 3.22 Additional Residential Dwelling Units to Part 3 – General Provisions:

Part 2 – Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Part 3 – General Provisions

3.22 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all

zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 3.21, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second single detached dwelling in accordance with subsection 8.2.1.11.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 3.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved public street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 3.14 for a home occupation use.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- xi. An additional residential dwelling unit or part thereof shall not be within the EP Zone, floodplain or water setback.
- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 14:00 United Townships of Laxton, Digby and Longford Zoning By-law 32-83

14.01 By-law No. 32-83 of the Townships of Laxton, Digby and Longford is amended by adding the following definitions in alphabetical order to Section 19 Definitions and by adding subsection 18.31 Additional Residential Dwelling Units to Section 18 General Provisions:

Section 19 Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the

primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Section 18 General Provisions

18.31 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 18.30, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second dwelling unit in accordance with subsection 9.2 j.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 18.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved public street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 18.13.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- xi. An additional residential dwelling unit or part thereof shall not be within the floodplain or water setback.
- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 15:00 Township of Manvers Zoning By-law 87-06

15.01 By-law No. 87-06 of the Township of Manvers is amended by adding the following definitions in alphabetical order to Section 21 Definitions and by adding

subsection 20.30 Additional Residential Dwelling Units to Section 20 General Provisions:

Section 21 Definitions:

Accessory Building Or Structure in conjunction with ‘Dwelling Unit, Additional Residential’ means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Section 20 General Provisions:

20.30 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 20.29, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second single detached dwelling in accordance with subsection 20.28.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 20.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved public street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building’s bulk or massing.
- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 20.12.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- xi. An additional residential dwelling unit or part thereof shall not be within the floodplain or water setback.

- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 16:00 Township of Mariposa Zoning By-law 94-07

16.01 By-law No. 94-07 of the Township of Mariposa is amended by adding the following definitions in alphabetical order to Part 2 – Definitions and by adding subsection 3.23 Additional Residential Dwelling Units to Part 3 – General Provisions:

Part 2 – Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Part 3 – General Provisions

3.23 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 3.22, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second single detached dwelling in accordance with subsection 8.2.1.10.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 3.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved public street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.

- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 3.14 for a home occupation use.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- xi. An additional residential dwelling unit or part thereof shall not be within the EP Zone, floodplain or water setback.
- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 17:00 Township of Ops Zoning By-law 93-30

17.01 By-law No. 93-30 of the Township of Ops is amended by adding the following definitions in alphabetical order to Section 19: Definitions and by adding subsection 2.28 Additional Residential Dwelling Units to Section 2: General Provisions:

Section 19: Definitions

Accessory Building Or Structure

In conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential

A residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential

A single detached, semi-detached, or townhouse dwelling for the purpose of the definition of additional residential dwelling unit.

Section 2: General Provisions

2.28 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or townhouse dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 19.27, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second dwelling unit in accordance with the applicable zoning provisions.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.

- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in section 2.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast.
- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 2.17.8 for a home occupation use.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- xi. An additional residential dwelling unit or part thereof shall not be within the HL Zone, floodplain or water setback.
- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 18:00 Township of Somerville Zoning By-law 78-4

18.01 By-law No. 78-4 of the Township of Somerville is amended by adding the following definitions in alphabetical order to Section 19 Definitions and by adding subsection 18.29 Additional Residential Dwelling Units to Section 18 General Provisions:

Section 19 Definitions

Accessory Building Or Structure in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

Dwelling Unit, Additional Residential means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

Dwelling Unit, Primary Residential means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Section 18 General Provisions

18.29 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 18.28, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second single detached dwelling use in accordance with subsection 18.27.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 18.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved public street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with subsection 18.13 a. for a home occupation use.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- xi. An additional residential dwelling unit or part thereof shall not be within the EP Zone, flood plain or water setback.
- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 19:00 Township of Verulam Zoning By-law 6-87

19.01 By-law No. 6-87 of the Township of Verulam is amended by adding the following definitions in alphabetical order to Section 4 Definitions and by adding subsection 5.27 Additional Residential Dwelling Units to Section 5 General Provisions:

Section 4 Definitions

"Accessory Building Or Structure" in conjunction with 'Dwelling Unit, Additional Residential' means a use, building or structure that may be used for human habitation and is customarily incidental, subordinate and exclusively devoted to the principal use or main building, and located on the same lot therein.

"Dwelling Unit, Additional Residential" means a residential dwelling unit that is self-contained, subordinate to and located within the same building or on the same lot as the primary residential dwelling unit. The additional residential unit includes a separate entrance, kitchen facilities, washroom facilities, and living space from the primary residential dwelling unit.

“Dwelling Unit, Primary Residential” means a single detached, semi-detached, or town house dwelling for the purpose of the definition of additional residential dwelling unit.

Section 5 General Provisions

5.27 Additional Residential Dwelling Units

Notwithstanding the permitted uses, maximum densities and minimum gross floor areas listed elsewhere in this By-law, additional residential dwelling units are permitted in all zones that permit single detached, semi-detached, or town house dwelling units, subject to the following provisions:

- i. A maximum of two (2) additional residential dwelling units, one (1) within the same building as the primary residential dwelling unit and one (1) within an accessory building or structure to the primary residential dwelling unit.
- ii. Notwithstanding subsection 5.26, a lot may have an additional residential dwelling unit in addition to a garden suite, approved through a Temporary Use By-law, or a second single detached dwelling in accordance with subsection 5.25.
- iii. Unless otherwise stated, all zone provisions continue to apply to an additional residential dwelling unit.
- iv. An additional residential dwelling unit located in an accessory building or structure shall be in accordance with the provisions in subsection 5.1. An accessory building or structure containing an accessory residential dwelling unit located on an upper storey shall have a maximum height of 10 m and minimum yard setback of 1.2 m.
- v. A lot has frontage on an improved street, maintained year round.
- vi. A minimum lot area of 0.4 ha (4000 sq. m.) on private services.
- vii. The floor area of the additional residential dwelling unit is equal to, or less than, the gross floor area, excluding attached garage floor area of the primary residential dwelling unit without any modification to the building's bulk or massing.
- viii. Where applicable, an additional residential dwelling unit shall not be permitted on a lot which contains a bed and breakfast establishment.
- ix. At a minimum, on-site parking shall be provided in accordance with the requirements for the primary residential dwelling unit. Where there is a home occupation in an additional residential dwelling unit, parking shall be in accordance with section 5.14.
- x. An additional residential dwelling unit shall be accessed from the street via a walkway or driveway.
- xi. An additional residential dwelling unit or part thereof shall not be within the OS Zone, floodplain or water setback.
- xii. Compliance with the provisions of the Ontario Building Code, Fire Code and all other relevant municipal and provincial standards.
- xiii. Registration of the additional residential dwelling unit in accordance with the City's Additional Residential Unit Registration By-law.

Section 20:00 Effective Date

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

By-law read a first, second and third time, and finally passed, this 15 day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2020-xxx

A By-law to Repeal and Replace By-law 2014-305, Being a By-law To Register Additional Residential Units in the City of Kawartha Lakes

Recitals

1. The Municipal Act, 2001, S.O. 2001, c. 25, Sections 10(2)6 and 10(2)8, authorize municipal councils to pass by-laws respecting the health, safety and well-being of persons, and for protection of persons and property.
2. The Municipal Act, 2001, Section 391(3) allows municipalities to establish fees to cover the costs incurred by the municipality related to administration and enforcement.
3. Council, through By-law Nos. 2020-xxx, 2020-xxx, 2020-xxx, 2020-xxx, and 2020-xxx, that give effect to Official Plan Amendment Nos. 39 (City of Kawartha Lakes Official Plan), 60 (Town of Lindsay Official Plan) 19 (Fenelon Falls Official Plan), 55 (Ops Official Plan), and 139 (Victoria County Official Plan), respectively, deems it appropriate to regulate and register additional residential units.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2020-xxx.

Section 1.00: Definitions and Interpretation

1.01 Definitions: In this by-law,

“Chief Building Official” means the person appointed by Council to discharge the duties of the chief building official pursuant to the Building Code Act.

“City”, “City of Kawartha Lakes” or “Kawartha Lakes” means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

"City Clerk" means the person appointed by Council to discharge the duties of the clerk described in section 228 of the Municipal Act, 2001;

“Council” or “City Council” means the municipal council for the City;

“Director of Development Services” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

“Registrar” means the Chief Building Official for the City of Kawartha Lakes, or his/her designate for the purpose of administering this By-law.

- 1.02 **Additional Definitions:** For the purposes of this By-law, the Registrar will rely on the applicable municipal Zoning By-law for Definitions of the following terms:
- (a) “Additional Residential Unit”
 - (b) “Dwelling”
 - (c) “Dwelling Unit”
 - (d) “Semi-Detached Dwelling”
 - (e) “Single Detached Dwelling”
 - (f) “Townhouse Dwelling”
- 1.03 **Interpretation Rules:** The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.
- 1.04 **Areas Affected:** This By-law affects properties where the applicable Zoning By-law permits single detached, semi-detached or townhouse dwelling units and accessory buildings or structures thereto.
- 1.05 **Eligibility:** Notwithstanding 1.04, if the additional residential unit is located anywhere within the geographic area of the City of Kawartha Lakes and was created prior to November 16, 1995, and has been continuously occupied, it is eligible for registration under this by-law.
- 1.06 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.
- 1.07 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Registration

- 2.01 **Register Additional Residential Units:** Every owner of a property with an additional residential unit must first register each additional residential unit with the Registrar in accordance with this By-law.
- 2.02 **Proof:** The onus of providing proof that an additional residential unit meets the requirements for registration in accordance with this By-law is on the owner(s).
- 2.03 **Prior to Registration:** Property owner(s) of an additional residential unit shall obtain a building permit under the Building Code Act, as amended, and as deemed necessary by the chief building official for each additional residential unit on the property with satisfactory final inspections completed. The additional residential unit(s) must comply with the relevant provisions set out in the accompanying Zoning By-law.

2.04 **Fee and Application:**

- (a) The owner(s) shall pay to the City of Kawartha Lakes a non-refundable registration and administration fee in accordance with Schedule E-3 of the Consolidated Fees By-law; and
- (b) The owner(s) shall submit a completed Application Form for Registration of Additional Residential Units, maintained in the office of the Registrar.

2.05 **Addressing and Signage:** Upon completion of registration, a municipal address will be assigned to the additional dwelling unit(s) and it is the owner's responsibility to display the address for the accessory dwelling unit so that it is visible from the street.

2.06 **Exemption:** A dwelling unit registered under the Registration By-law 97-169 or By-law 2014-305 is considered to be registered for the purposes Section 2.01 of this By-law.

Section 3.00: Enforcement, Offence and Penalties

3.01 **Prohibition:** No person shall establish, operate or permit the occupancy of an additional residential unit on a property, unless the additional residential unit is registered in accordance with this By-law.

3.02 **Enforcement:** This by-law may be enforced by every municipal law enforcement officer and police officer or any person appointed by Council.

3.03 **Offence and Penalty:** It is an offence for a person to contravene any provision of this by-law, and every person who contravenes this by-law is guilty of an offence and, on conviction, is liable to a fine in accordance with the provisions of the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended and to any other applicable penalty.

3.04 **Offences:** Any person who contravenes any provision of this by-law is guilty of an offence, and upon conviction, is liable to a maximum fine of not more than \$100,000.00, as provided for by Section 429 of the Municipal Act, 2001, S.O.2001, c.25 as amended.

3.05 **Corporation:** A director or officer of a corporation who knowingly concurs in the violation or contravention by the corporation of any provision of this by-law is guilty of an offence and upon conviction, is liable to a maximum fine of not more than \$100,000.00, as provided for by Section 429 of the Municipal Act, 2001, S.O.2001, c.25, as amended.

3.06 **Multiple Offences:** The conviction of a person for the contravention or breach of any provision of this by-law shall not operate as a bar to the prosecution against the same person for any subsequent or continued breach or contravention of any provision of this by-law. Each day that the offence continues shall be deemed a separate and distinct offence.

3.07 **Court Order:** If this By-law is contravened and a conviction entered, the court in which the conviction has been entered and any court of competent

jurisdiction thereafter may, in addition to any other remedy and to any penalty that is imposed, make an order prohibiting the continuation or repetition of the offence by the person convicted.

Section 4.00: Administration and Effective Date

- 4.01 **Administration of the By-law:** The Chief Building Official, or his/her designate, is responsible for the administration of this By-law.
- 4.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

Section 5.00: Repeals

- 5.01 **Repeal:** By-law 2014-305 is repealed.

By-law read a first, second and third time, and finally passed, this 15 day of December, 2020.

Andy Letham, Mayor

Cathie Ritchie, City Clerk

The Corporation of the City of Kawartha Lakes

Planning Advisory Committee Report

Report Number PLAN2020-058

Meeting Date: **December 2, 2020**

Title: Request by Three Lakes Developments Inc. to enter into a Subdivision Agreement for Plan of Subdivision 16T-87002, File No. D05-19-006, Former Rokeby Subdivision

Description: Part of Lot 16, Concession 9 and Part of Park Lot 2 Registered Plan No. 70, Former Village of Bobcaygeon, now City of Kawartha Lakes

Ward Number: **Ward 2 – Bobcaygeon**

Author and Title: **Richard Holy, Manager of Planning**

Recommendations:

That Report PLAN2020-058, **Three Lakes Developments Inc. (Former Rokeby) Subdivision Agreement**, be received;

That the Subdivision Agreement for the Three Lakes Developments Inc. (Former Rokeby) Subdivision, City of Kawartha Lakes, substantially in the form attached as Appendix “C” to Report PLAN2020-058 be approved by Council;

That the recommended payment of Development Charges, as outlined in the draft subdivision agreement contained in Appendix “C” to Report PLAN2020-058, 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:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

The approval for the development dates back to 1989. On March 3, 1989, the Ministry of Municipal Affairs granted draft plan of approval to Plan of Subdivision 16T-87002 to create 191 residential lots for single detached dwellings, 3 blocks for multiple residential development, 1 block for parkland; 1 block for walkways, 2 blocks for a road dedication purposes, and 4 blocks for 0.3 metre reserves.

Subsequently, the developer revised the draft plan of subdivision to intensify the development and provide better stormwater management and parkland facilities. As a result, on March 22, 2011, Council approved the revised conditions of draft plan approval and revised draft plan of subdivision, 221 single detached dwelling units with 10.5 m, 12.0 m, and 15.0 m lot frontages, two blocks to accommodate 40 townhouse dwelling units, a 2.20 ha park block, two blocks for stormwater management facilities, an environmental protection block, two walkway blocks, two access reserve blocks fronting CKL Road 8, and a block to accommodate a future collector road between Front Street and CKL Road 8. Servicing constraints were identified through the review process and the resulting phasing strategy only allows 100 units to be developed at this time, of which the developer has opted to develop 68 units at this time. The City will be undertaking servicing upgrades in the future to allow the full development to occur.

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:

Best Homes Limited (Abdullah Gulzar), as primary contact for Three Lakes Developments Inc., has requested that the City prepare the required Subdivision Agreement for the former Rokeby draft approved plan of subdivision.

There are 66 conditions of draft plan approval and many 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:

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

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

Provincial Policy Statement, 2020 (PPS, 2020):

Similarly, as this land is designated for residential development in the County of Victoria Official Plan, this plan and implementing Subdivision Agreement are consistent with the Provincial Policy Statement, 2020.

Official Plan Conformity:

The property is designated “Urban” in the County of Victoria Official Plan. This subdivision plan and implementing Subdivision Agreement conforms to the policies and designations in the County of Victoria Official Plan.

Zoning By-Law Compliance:

The residential lands are zoned “Urban Residential Type One Exception Fourteen (R1-S14) Zone”, “Urban Residential Type One Exception Sixteen (R1-S16) Zone”, and “Urban Residential Type One Exception Seventeen (R1-S17) Zone” in the Village of Bobcaygeon Zoning By-law 16-78 to recognize various development constraints. The open space lands are zoned “Open Space Exception One (O1-S1) Zone” to permit a walkway and the stormwater management facility. The proposed residential use and subdivision layout contained in the Subdivision Agreement comply with the relevant provisions of the Zoning By-law.

Other Alternatives Considered:

No other alternatives have been considered as this application conforms to the Provincial Policies, County of Victoria Official Plan, and Village of Bobcaygeon Zoning By-law 16-78.

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.

The owner has formally requested a deferral of Development Charges as per Council Policy CP2019-005.

1. The standard Subdivision Agreement requires that all development charges follow the Council approved policy. Staff understands the Owner's intention is to defer payment of these Development Charges to the occupancy stage.
2. In addition, the Owner has formally requested that the proposed lot grading deposit of \$3,000.00 per vacant lot be reduced to \$1,000.00 per vacant lot. This grading deposit is received only if the Owner requests assumption of the public services prior to all of the lots being built out. Therefore, this deposit is only required for vacant lots that exist at the time of assumption. The City has reviewed this request and the draft subdivision agreement reflects the requested value.

Newer draft plan of subdivision approvals contain the following condition:

55. 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.

In dating back to 2011, this draft plan approval doesn't contain this clause; however, we will be requesting these clearances from the Treasurer to ensure that the financial matters are dealt with comprehensively prior to executing the subdivision agreement with the developer.

Relationship of Recommendations To The 2020-2023 Strategic Plan:

The Council Adopted Strategic Plan identifies these Strategic Priorities:

- Priority 1 – A Vibrant and Growing Economy
- Priority 2 – An Exceptional Quality of Life
- Priority 3 – A Healthy Environment
- Priority 4 – Good Government

This application aligns with the Vibrant and Growing Economy priority by providing economic opportunities for local contractors; aligns with the Exceptional Quality of Life priority as it provides for new housing availability; and aligns with the Healthy Environment priority by promoting sustainable development through the utilization of Low Impact Development (LID) techniques where possible to protect and enhance water quality.

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 Implications:

The lots will be serviced through full urban municipal services, including water, sanitary sewer and storm sewer. Stormwater management will be handled through a wet stormwater management pond.

Consultations:

Consultations involved staff from the City's Engineering and Corporate Assets Department and Kawartha Conservation. The Finance Department will be consulted prior to the execution of the subdivision agreement.

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 shows the street names of Hillcroft Way and Spruceside Drive, which were approved by Council in 2011. Hillcroft Way will extend into the future proposed development phase to the north.

City staff has completed their review of the draft Plan of Subdivision 16T-87002, former Rokeby Subdivision and endorses Appendices “B” and “C”. We support the recommendations set out in this Report PLAN2020-058. 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 call Richard Holy, Manager of Planning, (705) 324-9411 extension 1246.

Appendix “A” – Location Map



PLAN2020-058 -
Appendix A.pdf

Appendix “B” – Draft M-Plan



PLAN2020-058 -
Appendix B.pdf

Appendix “C” – Draft Subdivision Agreement



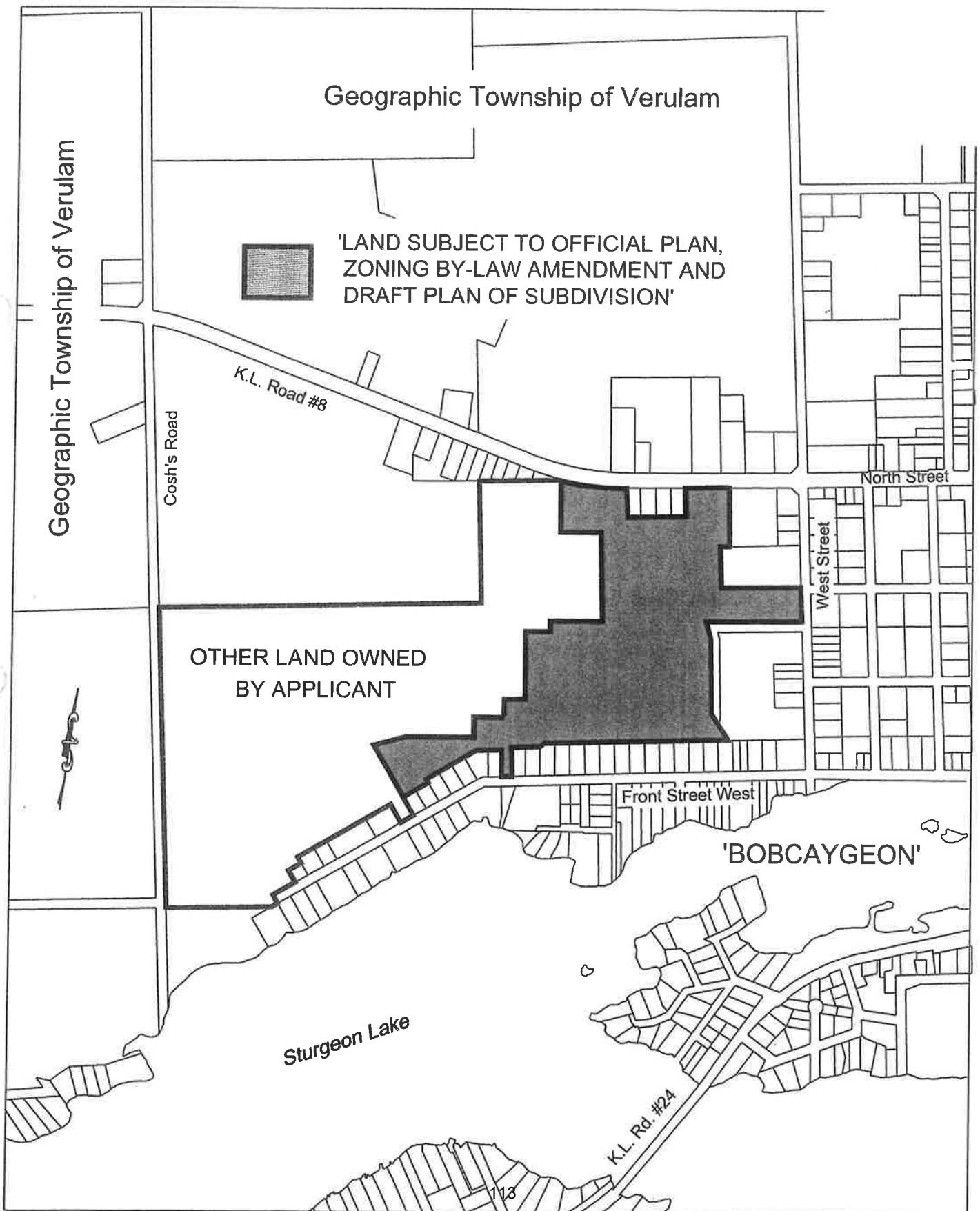
PLAN2020-058 -
Appendix C.pdf

Department Head E-Mail: cmarshall@kawarthalakes.ca

Department Head: Chris Marshall, Director, Development Services

Department File: D05-19-006 and 16T-87002

LOCATION MAP



Document General

Subdivision Agreement

Between

Three Lakes Development Inc.

and

The Corporation of the City of Kawartha Lakes

ROKEBY SUBDIVISION PHASE 1A
16T- 87002

Dated as of , 2020

CITY OF KAWARTHA LAKES

SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of _____, 2020.

BETWEEN:

Three Lakes Development 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-87002 – D05-19-006) 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 Lot 16 Concession 9 and Part of Park Lot 2 Registered Plan No.70. Geographic Township of Verulam_____, City of Kawartha Lakes. More particularly, the Land is described as Part of Lot 16 Concession 9 as shown on Plan 57M-_____, City of Kawartha Lakes._____

Commented [RP1]: To be confirmed

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-87002 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 and pursuant to written notification to the Director of Engineering and Corporate Assets, the installation of the Public Services as shown on Schedule "A-1" and as further itemized in Schedules "C" and "D" to this Agreement. All Public Services as shown on Schedules "A-1" and as further itemized in Schedules "C" and "D" shall be constructed in strict accordance with the plans and specifications approved by the Director of Engineering and Corporate Assets, or his or her designate or equivalent, hereinafter referred to as the "Director". A paper copy and electronic copy (AutoCad and pdf) of the approved construction plans shall have been deposited with the Director prior to the execution of this Agreement by the City.

Commented [RP2]: Engineering requires AutoCad version

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

b) INSPECTION

The Owner covenants and agrees to retain a competent engineer experienced in the municipal engineering field. All of the Public Services shall be installed under the supervision and inspection of the engineering firm of Vellore Engineering Ltd. (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

* Length of time for installation to be confirmed by the Owner and Engineer pursuant to the engineering design.

its supervision and inspection. The Engineer shall provide appropriate inspection and review of the work in order that a written final certification regarding all the Public Services may be provided. The Engineer shall be retained by the Owner until all requirements of this Agreement have been completed to the satisfaction of the Director, and the Engineer shall confirm the completion of the Public Services conforms with the approved design.

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

c) CONTRACTORS

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

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

d) INSTALLATION

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

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

Engineering drawings showing as constructed (Record/"As-Built") information for all Public Services installed, in electronic AutoCAD, pdf and hard
2020.11.19-16T-87002 Draft Subdivision Agreement Page 4 of 69

copy are required to be submitted to the City for Acceptance and Substantial Completion of Public Services and residential occupancy. The Owner will be responsible for executing all public servicing locates, including water, sanitary and storm infrastructure, within the development until the Director receives and approves the Record drawings.

e) REPAIRS

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

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

f) ACCEPTANCE AND SUBSTANTIAL COMPLETION

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

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

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

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

g) MAINTENANCE

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

h) ASSUMPTION

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

- i) to clean all sewers, manholes, and catch basins to be free of road materials, building debris, and other foreign matter, and to clean such materials from the system, to provide a sewer video inspection, and to rectify any deficiencies the sewer video inspection may reveal;
- ii) to clean and remove any debris and earth deposits from all roadway pavement and the Land;
- iii) to rectify and repair all damages, settlements, or depressions to the above ground infrastructure including but not limited to curbs, water boxes, sidewalks, roadways, etc.;
- iv) to pay for the cost of installation of pavement markings;
- v) to repair grading problems associated with any lot or block within the Plan of Subdivision on which a dwelling has been completed or, in the alternative, to secure such remediation by way of a \$1,000.00 deposit for each Lot on which there exist any such problems;
- vi) to rectify, clean out, and repair damages to the stormwater management facilities, and to certify to the City these facilities are functioning in accordance with the approved stormwater management report and engineering drawings;
- vii) to comply with and pay all outstanding work orders that the City may have concerning emergency repairs; and
- viii) to make all plant material replacements pursuant to the conditions of the maintenance period.

Commented [RP3]: Engineering is agreeable to \$1,000, subject to Council approval

i) CONDITIONS FOR ASSUMPTION OF PUBLIC SERVICES

The City COVENANTS AND AGREES that the assumption of the Public Services shall take place upon fulfillment of all of the conditions set out in Section 1.h) above to the satisfaction of the Director. In addition, the Director will be

satisfied that the following have been received:

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

j) ASSUMPTION BY-LAW

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

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

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

k) LIABILITY

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

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

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

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

2. CLEARANCE OF BUILDING LOTS

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

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Building Permit applies.

The City further COVENANTS AND AGREES with the Owner that no Building Permits will be issued for any Lot or Block shown on Schedule "A" attached hereto until the City has received payment of the Development Charges, all other building permit application fees applicable to such Lot or Block and a permit from _____ Conservation Authority. This requirement, however, shall not apply to any of the Development Charges for which the City has, elsewhere in this Agreement, granted a deferral to the Owner as per Council Policy CP2019-005, in which case the provisions governing the deferral shall determine when payment of the Development Charges by the Owner is due.

3. LAND FOR MUNICIPAL PURPOSES

- a) The Owner COVENANTS AND AGREES to convey to the City free of charge and free of all encumbrances such as easements and Blocks as are set out in Schedule "B" hereto for the installation and maintenance of the Public Services installed by the Owner under provisions of this Agreement and for Municipal purposes in conjunction with the Registration of the Plan of Subdivision.
- b) The Owner further COVENANTS AND AGREES not to convey, or agree to convey, any Land as shown on Schedule "A" hereto in which the City or Hydro One Networks Inc. is being conveyed an interest by way of easement, right-of-way or agreement, under the terms of this Agreement until such time as the City and Hydro One Networks Inc. have registered the grant of easement or right-of-way on title of the property through which an easement or right-of-way passes.
- c) The Owner and the City further AGREE that the deeds for all the said Land as set-out in Schedule "B" hereto have been approved by the City Solicitor and deposited with the City Clerk prior to the execution of this Agreement.
- d) The Owner further COVENANTS AND AGREES that Land conveyed to the City for municipal purposes will not be used for the disposal of debris obtained from the development of the Owner's Land herein developed, and the Owner further COVENANTS AND AGREES to restrain all others from depositing junk, debris and refuse on the Land conveyed to the City under Schedule "B" of this Agreement and further COVENANTS AND AGREES to remove any such junk, debris or refuse so deposited immediately when so directed by the City and at the Owner's expense.
- e) The parties agree that, in the event the required easements, right-of-ways, or other Land as required pursuant to this Agreement have not been properly provided, the City, in addition to any other remedies available to it, may expropriate such easements, right-of-ways, or Land, and the costs of such expropriation shall be at the expense of the Owner.
- f) The City AGREES to complete the registration of all such easements, as well as this Agreement, within ten (10) days of the date of Registration of the

Plan of Subdivision, failing which the Owner is hereby authorized to complete such registration on the City's behalf.

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

4. LAND TO BE RETAINED BY THE OWNER

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

5. LOT GRADING

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

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

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

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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 \$1,000 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.

Commented [RP4]: Engineering is agreeable to \$1,000, subject to Council approval.

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

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

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

- x) that the said site and grading plan is in conformity with the approved Lot Grading Plan included in Schedule "E" of this Agreement and with the road grades as shown on the approved Plans and Specifications approved by the Director;
- xi) that the Engineer has examined the plans and drawings for the proposed dwelling to be erected on the Lot or Block; and;
- xii) that the siting of the proposed dwelling and/or detached accessory buildings and/or structures as shown on the site and grading plan accurately reflects the proposed buildings as shown on the plans and drawings for which a building permit has been applied.

f) The Owner AGREES that the services of the Engineer will be retained for

the purposes of preparing an as-built Lot grading plan for each Lot and Block. The Owner further AGREES to have the Engineer review the as-built Lot grading plan and issue a Certificate in accordance with Section 5.e).

g) The Owner of any Lot with a sewage system AGREES that it shall be the responsibility of the Owner to maintain the sewage system envelope for the Lot or Block as identified on the plan, free of the deposit, disposal, or operation of any materials, structures or equipment, other than material or equipment required for the construction of the leaching bed within the sewage system envelope.

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

6. PAYMENT OF TAXES

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

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

7. COMMUTATION OF LOCAL IMPROVEMENTS

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

8. DEFAULT

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

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

b) In the event that the City determines the Owner to be in default as hereinbefore provided, the City shall notify the Owner of the particulars of such

default by registered mail and shall specify the time within which such default shall be remedied.

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

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

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

9. FINANCIAL ARRANGEMENTS

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

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

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

i) The security shall be for any obligations of the Owner pursuant to the provisions of this Agreement, without limitations whatsoever and shall include H.S.T.;

ii) Drawings on the security shall be permitted upon the City claiming default by the Owner under the terms of this Agreement, and certifying that the notice provided for under Section 8 hereof has been given, and such default shall not be limited to the actions of the Owner;

iii) Partial drawings on the security shall be permitted at the time of acceptance and substantial completion and at the time of assumption

iv) If the security is in the form of a letter of credit and is not renewed at least thirty (30) days prior to the date of expiry by an irrevocable letter of renewal or replacement letter of credit in such form and on such terms acceptable to the City's Treasurer, the City may be permitted to draw on up to 100% of the letter of credit on or before the date of expiry; and

v) The Owner shall provide to the City on an annual basis confirmation of the validity and currency of the security held by the City. Said confirmation shall be in the form of the Schedule "D" engineering cost estimate accompanied by a letter submission confirming that the security held pursuant to Schedule "D" reflects the value of work outstanding at that time.

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

- i) Calculate 10% of the estimated cost of the completed works as inspected and agreed to by the City;
- ii) Add thereto the estimated value of the uncompleted work;
- iii) Add to that subtotal an allowance for contingencies (5%) and engineering and inspection (7%);
- iv) The resultant amount including H.S.T. shall be the revised amount of security required to be held pursuant to Schedule "D"; and
- v) At no time can the amount of security be reduced to below the actual amount required to secure the completion of Public Services and the full payment of the required Development Charges.

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

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

notification.

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

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

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

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

Residential Dwelling Unit Type		Single- or Semi-Detached	Row or Multiple	Apartment: Two or More Bedrooms	Apartment: One Bedroom	Total
Number of Dwelling Units in Proposed Subdivision		68	---	---	---	---
(Urban – Other) April 1 - December 31, 2020 Development Charge Rate Per Dwelling Unit	Health and Social	\$213	---	---	---	---
	Airport	\$23	---	---	---	---
	By-Law Enforcement	\$15	---	---	---	---
	Parking	\$114	---	---	---	---
	Parks and Recreation	\$685	---	---	---	---
	Library	\$351	---	---	---	---
	Administration Studies	\$374	---	---	---	---
	Fire	\$333	---	---	---	---

	Paramedic	\$196				
	Police	\$---				
	Transit	\$---	--	--	--	--
	Waste Diversion	\$34				
	Roads and Related	\$6,249	--	--	--	--
	Water Treatment	\$3,286	--	--	--	--
	Water Distribution	\$3,412	--	--	--	--
	Wastewater Treatment	\$4,191	--	--	--	--
	Wastewater Collection	\$6,094	--	--	--	--
	Total	\$25,570	--	--	--	--
Total Development Charges Owed to the City by the Owner		\$1,738,760		--	--	--

It is acknowledged, however, that the Owner has applied to the City for a deferral of Development Charges whereby the payment of the Development Charges in respect of each dwelling unit of the proposed subdivision would be deferred to time of **Occupancy** of the same. Whereas the City has determined the Owner to be eligible for a deferral of the Development Charges, the City has resolved to grant the requested deferral in accordance with By-Law 2019-184 and Council Policy CP2019-005, as amended or replaced from time to time.

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

- (i) On the 3rd anniversary of the execution of this Agreement, any remaining payments of Development Charges are due;
- (ii) Payments of Development Charges shall be determined by the Chief Building Official in accordance with the Development Charge rates in effect at the time payment is made;
- (iii) The Owner may make a full, but not a partial, payment of Development Charges in respect of a dwelling unit prior to when the payment is due;
- (iv) The Owner agrees it is solely responsible for ensuring timely payment of Development Charges and that late payments of Development Charges are subject to an interest rate of 5.00% per annum until they are finally received or recovered from the Owner by the City;

- (v) The Owner shall forthwith reimburse the City, upon demand by the City Solicitor, for all legal, administrative and other costs to the City of recovering late payments of Development Charges from the Owner;
- (vi) The Development Charges and other financial obligations of the Owner to the City arising from the deferral of the Development Charges remain owing to the City until they are settled to the City's satisfaction;
- (vii) Notwithstanding any other provision of this Agreement, at such time any financial security provided by the Owner to the City pursuant to this Agreement shall no longer be required for its original purpose, it shall thereafter be kept in force for a period satisfactory to the City to secure outstanding Development Charges, and, upon renewal from time to time, shall be adjusted to the value of the outstanding Development Charges in accordance with the Development Charge rates then in effect, plus any additional financial obligations of the Owner to the City arising from the deferral of the Development Charges, subject to truncation of the financial security at its original value;
- (viii) Should the Owner fall into default of any financial obligation to the City arising from the deferral of the Development Charges, the City may recover the outstanding financial obligation, in whole or in part, from the Owner by drawing upon any available financial security provided to the City by the Owner and or by collecting the outstanding financial obligation from the Owner in the same manner as property taxes; and
- (ix) The foregoing conditions shall not be interpreted or construed so as to limit any of the rights, prerogatives or powers of the City or remedies or recourse available to the City.

10. NOTIFICATION

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

Name Kamran Iqbal
Address 221 Helen Ave,
Markham, ON,
L3R 1J7
Phone 905-479-9600 Ext 213
Email kiqbal@besthomescanada.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 2020.11.19-16T-87002 Draft Subdivision Agreement

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this Agreement, the Owner shall notify the Director two (2) business days in advance, and no construction of Public Services shall be carried out without such notification.

11. NOTIFICATION OF SERVICES

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

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

12. HYDROGEOLOGICAL REPORT

Not Applicable.

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 **West Street**. The construction access route must be clearly signed to the satisfaction of the City. The construction access route must be maintained in good condition to avoid the transfer of dirt and debris from the subdivision development. The owner shall submit a construction traffic routing plan through Bobcaygeon, as a component of the Construction Management Plan.

15. ZONING

The Owner AGREES that the Land shown on Schedule "A" hereto shall be governed by the provisions of File D08-xx-xxx and Zoning By-Law 201x-xxx, as amended which provides the following zoning:

Commented [RP5]: Planning to confirm and insert

LOT OR BLOCK	ZONE
1	R1-S14
2	R1-S14
3	R1-S14
4	R1-S14
5	R1-S14
6	R1-S14
7	R1-S14
8	R1-S14
9	R1-S14
10	R1-S14
11	R1-S14

12	R1-S14
13	R1-S14
14	R1-S14
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63	R1-S16
64	R1-S17
65	R1-S17
66	R1-S17
67	R1-S17
68	R1-S17
69	01-S1
70	R1-S16
71	A1
72	N/A
73	N/A
74	N/A

16. CONSTRUCTION & SOIL USE

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

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

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

17. REGISTERED PLAN

The Owner AGREES to supply a "mylar" copy of Registered Plan 57M-_____ to the Director immediately following registration.

18. UTILITY COORDINATION

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

19. AGREEMENT WITH HYDRO ONE NETWORKS INC.

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

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

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

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

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

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

20. STREETSCAPE PLAN

The Owner COVENANTS AND AGREES to:

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

21. WINTER MAINTENANCE AND WASTE COLLECTION

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

22. MODEL HOME

- a) Notwithstanding the provisions of this Agreement to the contrary, prior to the registration of the final plan of subdivision the Owner may erect one (1) detached dwelling on Lot ____ 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 as follows:

1. Except as provided in Sentence 2, a firebreak shall be a single house lot, a semi-detached house block, a townhouse block or a parcel(s) of land no less than 9.1 metres (30 feet) in width that is vacant of all structures and buildings.
2. A firebreak may contain the following:
 - a. A completed foundation and first floor platform constructed under authority of a building permit, or
 - b. A building with a completed exposing building face including roofing, fascia, soffit, cladding, windows, doors and fire resistance rating, where required.

3. A firebreak plan shall be submitted to the City of Kawartha Lakes for approval prior to the issuance of any building permits in the subdivision.
 4. A firebreak shall be maintained free of all construction material, ground cover, equipment and debris.
 5. In the case of single house lots and semi-detached house blocks, a firebreak shall be provided not more than every:
 - a. 6th single house lot, and
 - b. 3rd semi-detached house block.
 6. Combinations of adjacent single house lots and semi-detached house blocks may be provided so as not to exceed 6 dwellings in a row without the occurrence of a firebreak.
 7. A firebreak shall be provided immediately adjacent to each end of a townhouse block.
 8. Requests to release approved fire break lots shall be in writing to the Chief Building Official.
 9. As construction proceeds, the developer may submit a revised firebreak plan to the Chief Building Official for review and approval. The Chief Building Official has no obligation to approve a revised firebreak plan.
 10. At the Chief Building Official's discretion, all matters that are subject to the Chief Building Official's approval may also be referred to the Chief Fire Official.
 11. Notwithstanding above, the City's Chief Fire Official and the Chief Building Official may amend these requirements or the firebreak plan to suit the site.
- 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. TELECOMMUNICATIONS REQUIREMENTS

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

- b) The Owner further AGREES to grant Bell Canada any easements that

may be required for telecommunication services.

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

26. ENBRIDGE GAS DISTRIBUTION REQUIREMENTS

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

27. ARCHAEOLOGICAL FINDS

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

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

28. STORMWATER MANAGEMENT

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

- i) pre and post development run-off flows and water balance calculations, and the intended means of conveying stormwater flow from each Lot, Block and the entire proposed Plan of Subdivision;
- ii) the anticipated impact of the Plan of Subdivision on water quality and phosphorus control, as it relates to fish and fish habitat once adequate protective measures have been taken;
- iii) the means whereby erosion and sedimentation and their effects will be minimized on the site during and after construction;
- iv) the site soil conditions, including grain size distribution profiles;
- v) a site grading plan.

- b) The Owner AGREES to erect and maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to Kawartha Region Conservation Authority and the City.

- c) Prior to the execution of this Agreement, the Owner AGREES to confirm to the City that Kawartha 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.

d) The Owner AGREES that as per the final Environmental Impact Study Report, prepared by Oakridge Environmental, October 2010, a Qualified Professional will prepare a post-development three (3) year monitoring plan of the natural vegetation downgradient of the stormwater management pond to ensure that the natural features are maintained and not negatively impacted, to the satisfaction of Kawartha Conservation Authority.

29. SEWER UPGRADES

a) UPGRADES TO EXISTING STORM SEWER

Not applicable.

b) UPGRADES TO EXISTING SANITARY SEWER

Not applicable.

30. OTHER UPGRADES

a) Front Street

The Owner COVENANTS and AGREES to provide the cash-in-lieu value of \$88,500.00 to the City for the installation of sidewalk on the Front Street road allowance from the south-west subdivision entrance on Front Street, easterly to West Street, to accommodate the additional traffic flow and pedestrian access proposed by the development. The cash-in-lieu payment is required to be paid to the City in full at the time when 50% of the 68 building permits in Phase 1A are issued. Payment is required in advance of the City's approval of the of the individual lot grading plan associated with the 34th building permit application. The City will secure for this work in Schedule D Cost Estimate, Section 7 Road and the City will retain 100% of the security until the time of payment. If payment is not issued, the City will draw upon the security.

Commented [RP6]: Planning to confirm update to Draft Plan Condition 31.

b) West Street

The Owner COVENANTS and AGREES to upgrade the West Street road allowance from City of Kawartha Lakes Road 8, southerly to Front Street to the City's full urban serviced standard. These works are conditional as part of the Phase 2 of the development and shall be at the Owner's expense. A partial engineering design has been completed and included in Schedule A for reference.

31. PARKLAND CONTRIBUTION OR CASH-IN-LIEU

The Owner AGREES that the Block to be dedicated to the City as parkland will occur in the next phase of development and that the development of the parkland is to the satisfaction of the Community Services Department of the City as per the Draft Plan 16T-87002

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 watermain, 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 1f) and that home/business mail delivery will be provided via CMB, provided the Owner has paid for the activation and equipment installation of the CMBs.

36. MINISTRY OF TRANSPORTATION REQUIREMENTS

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

37. MINISTRY OF NATURAL RESOURCES AND FORESTRY

REQUIREMENTS

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

38. MINISTRY OF THE ENVIRONMENT CONSERVATION AND PARKS

The Owner shall comply with all requirements of Ministry of the Environment Conservation and Parks Environmental Compliance Approval Number _____, issued _____ as amended, for the sewers and stormwater management facilities.

Commented [RP7]: To be inserted by Engineering

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: Kamran Iqbal

2020

Title: Director

I have the authority to bind the Corporation.

SCHEDULE "A"

DESCRIPTION of the LAND

Legal description of the Land shall be inserted.

The Land affected by this Agreement is legally described as Part of Lot 16 Concession 9 _____ now in the City of Kawartha Lakes. More particularly, the Land is described as, Part of Lot 16 Concession 9 and Part of Park Lot 2 Registered Plan No.70. Geographic Township of Verulam _____, _____ both inclusive, and Blocks _____, both inclusive, as shown on Plan 57R-10840 _____, City of Kawartha Lakes.

Commented [RP8]: To be confirmed

SCHEDULE "A-1"

ENGINEERING DRAWINGS

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

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

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

Commented [RP9]: Engineering to confirm

- 1 COVER SHEET
- 2 GENERAL NOTES
- 3 EXISTING CONDITIONS AND REMOVAL PLAN
- 4 GENERAL PLAN OF SERVICES- PART 1
- 5 GENERAL PLAN OF SERVICES- PART 2
- 6 GENERAL PLAN OF SERVICES- PART 3
- 7 GENERAL PLAN OF SERVICES- PART 4
- 8 PLAN & PROFILE HILLCROFT WAY
- 9 PLAN & PROFILE HILLCROFT WAY
- 10 PLAN & PROFILE HILLCROFT WAY
- 11 PLAN & PROFILE HILLCROFT WAY
- 12 PLAN & PROFILE WOODFERN WAY
- 13 PLAN & PROFILE WEST STREET
- 14 PLAN & PROFILE STORM OUTFALL-1 & 2
- 15 PLAN & PROFILE SPRUCESIDE DRIVE
- 16 CUT-OFF SWALE TO POND (BLOCK 69)-PART 1
- 17 CUT-OFF SWALE TO POND (BLOCK 69)
- 18 CUT-OFF SWALE TO TEMPORARY POND
- 19 GRADING PLAN-PART 1
- 20 GRADING PLAN-PART 2
- 21 GRADING PLAN-PART 3
- 22 GRADING PLAN-PART 4
- 23 PRELIMINARY PARK GRADING PLAN
- 24 CROSS SECTIONS
- 25 CROSS SECTIONS
- 26 FRONT STREET CROSS SECTIONS
- 27 FRONT STREET CROSS SECTIONS
- 28 FRONT STREET CROSS SECTIONS
- 29 FRONT STREET CROSS SECTIONS
- 30 WEST STREET CROSS SECTIONS
- 31 WEST STREET CROSS SECTIONS
- 32 WEST STREET CROSS SECTIONS
- 33 EROSION AND SEDIMENT CONTROL PLAN (STAGE-1 TOPSOIL STRIPPING & SITE PREGRADING)
- 34 EROSION AND SEDIMENT CONTROL PLAN (STAGE-2 SUBDIVISION SERVICING)

35	PRE-DEVELOPMENT STORM DRAINAGE AREA PLAN
36	POST-DEVELOPMENT STORM DRAINAGE AREA PLAN
37	STORM DRAINAGE AREA PLAN
38	STORM DRAINAGE AREA PLAN
39	INFILTRATION TRENCH PLAN
40	INFILTRATION TRENCH PLAN
41	POST-DEVELOPMENT SANITARY DRAINAGE AREA PLAN
42	POST-DEVELOPMENT SANITARY DRAINAGE AREA PLAN
43	STORM WATER MANAGEMENT POND No.1-PLAN & DETAILS
44	STORM WATER MANAGEMENT POND No.1-SECTIONS & DETAILS
45	STORM WATER MANAGEMENT POND No.1-OUTLET CONTROL STRUCTURE DETAILS
46	TEMPORARY STORM WATER MANAGEMENT POND No.2-PLAN AND DETAILS
47	COMPOSITE UTILITY PLAN-PART 1
48	COMPOSITE UTILITY PLAN-PART 2
49	TRAFFIC MANAGEMENT PLAN-PART 1
50	TRAFFIC MANAGEMENT PLAN-PART 2
51	TRAFFIC MANAGEMENT PLAN-PART 3
52	STREETLIGHT LAYOUT
53	STREETLIGHT LAYOUT
54	STREETLIGHT LAYOUT
55	DETAILS
56	PHOTOMETRICS
57	PHOTOMETRICS
58	PHOTOMETRICS
59	STREETSCAPE PLAN
60	STREETSCAPE PLAN
61	STORMWATER MANAGEMENT POND
62	LANDSCAPE DETAILS
63	STANDARD DETAILS
64	STANDARD DETAILS

SCHEDULE "B"

LAND FOR MUNICIPAL PURPOSES

1. EASEMENTS FOR GENERAL MUNICIPAL PURPOSES

Not applicable.

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, Hillcroft Way and Spruceside Drive shall be conveyed and dedicated to the City of Kawartha Lakes for public highway purposes at no cost to the City and free of all liens and encumbrances.

4. 0.3 METRE RESERVES

The Owner shall convey Block(s) 72 to 74 inclusive, as shown on Plan 57M-____ (16T-87002) to the City for the purpose of a 0.3 m reserve.

Commented [RP10]: To be confirmed

5. STORMWATER MANAGEMENT FACILITIES

The Owner shall construct the stormwater management facility for the Plan of Subdivision on Block 69 of Plan 57M-____ and shall convey Parts 1 and 2 of Plan 57R-10840 each for construction and placement of a stormwater management pond and sediment drying areas and for access and drainage to the stormwater management ponds of Plan 57M-____ to the City.

Commented [RP11]: To be confirmed

6. PARKLAND

The dedication of the parkland block shall occur in the next phase of development.

SCHEDULE "B-1"

PLAN OF EASEMENTS

Page 1 of 2

Attach to Agreement

DRAFT

SCHEDULE "C"

SPECIFICATIONS AND STANDARDS

1. General

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

2. Roadways

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

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

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

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

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

3. Curbs and Gutters and Sidewalks

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

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

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

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

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

6. Storm Sewers

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

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

7. Stormwater Management Facility

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

8. Service Connections

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

a) **Water Service Connections:**

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

b) **Sanitary Sewer Service Connections:**

i) **Material:**

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

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

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

ii) **Installation:**

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

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

iii) **General:**

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

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

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

c) **Storm Sewer Service Connections:**

i) **Material:**

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

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

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

Sump

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

ii) **Installation:**

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

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

The Parties AGREE that until a check 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 AGREES that the Block to be dedicated to the City as parkland will occur in the next phase of development and that the development of the parkland is to the satisfaction of the Community Services Department of the City.

12. Buffering and Fencing Requirements

The Owner shall install 1.5 metre black vinyl chain link fencing along the north and west side of Block 72, the perimeter of Parts xx and Block 69, rear lot lines of Lots 29 to 31 inclusive, north side yard of Lots 31, the north and south sides of Block 70.

Commented [RP12]: To be confirmed.

13. Walkway

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

14. Canada Post Requirements

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

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

15. House Numbers

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

16. Street Signs

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

17. Driveway Entrances

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

- Granular "A" – 150mm (minimum)

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

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

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

18. Boulevards

All boulevards (i.e. all areas between the property line and gravel shoulder and/or curb, if applicable) which are not utilized for sidewalk or driveways shall be properly graded and covered with a minimum of 150mm of topsoil and nursery sod prior to the placement of top course asphalt. Street tree planting shall be in accordance with the Streetscape Plan and shall be completed as each phase is at final grade with sidewalk and sod in place. The boulevard must be completed prior to street trees being planted.

19. Construction Plans

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

Prior to the start of construction of any of the Public Services required by this Agreement, the Owner shall supply the Director with a complete set of approved construction drawings in standard hardcopy and digital formats.

20. Camera Inspection of Sewers

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

21. Addressing

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

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

Lot # / Block on Draft Plan 16T-87002	Address
Lot 1	73 Hillcroft Way
Lot 2	71 Hillcroft Way
Lot 3	69 Hillcroft Way
Lot 4	67 Hillcroft Way
Lot 5	63 Hillcroft Way
Lot 6	61 Hillcroft Way
Lot 7	59 Hillcroft Way
Lot 8	55 Hillcroft Way
Lot 9	53 Hillcroft Way
Lot 10	51 Hillcroft Way
Lot 11	47 Hillcroft Way
Lot 12	45 Hillcroft Way
Lot 13	43 Hillcroft Way
Lot 14	41 Hillcroft Way
Lot 15	37 Hillcroft Way
Lot 16	35 Hillcroft Way
Lot 17	31 Hillcroft Way
Lot 18	29 Hillcroft Way
Lot 19	27 Hillcroft Way
Lot 20	25 Hillcroft Way
Lot 21	23 Hillcroft Way
Lot 22	19 Hillcroft Way
Lot 23	17 Hillcroft Way
Lot 24	13 Hillcroft Way
Lot 25	9 Hillcroft Way
Lot 26	7 Hillcroft Way
Lot 27	5 Hillcroft Way
Lot 28	3 Hillcroft Way
Lot 29	7 Spruceside Dr
Lot 30	11 Spruceside Dr
Lot 31	13 Spruceside Dr
Lot 32	2 Hillcroft Way
Lot 33	4 Hillcroft Way
Lot 34	6 Hillcroft Way
Lot 35	8 Hillcroft Way
Lot 36	10 Hillcroft Way
Lot 37	12 Hillcroft Way
Lot 38	14 Hillcroft Way
Lot 39	16 Hillcroft Way
Lot 40	18 Hillcroft Way
Lot 41	20 Hillcroft Way
Lot 42	22 Hillcroft Way
Lot 43	24 Hillcroft Way
Lot 44	26 Hillcroft Way

Lot # / Block on Draft Plan 16T-87002	Address
Lot 45	28 Hillcroft Way
Lot 46	30 Hillcroft Way
Lot 47	32 Hillcroft Way
Lot 48	34 Hillcroft Way
Lot 49	36 Hillcroft Way
Lot 50	38 Hillcroft Way
Lot 51	40 Hillcroft Way
Lot 52	46 Hillcroft Way
Lot 53	48 Hillcroft Way
Lot 54	50 Hillcroft Way
Lot 55	52 Hillcroft Way
Lot 56	54 Hillcroft Way
Lot 57	56 Hillcroft Way
Lot 58	58 Hillcroft Way
Lot 59	60 Hillcroft Way
Lot 60	62 Hillcroft Way
Lot 61	64 Hillcroft Way
Lot 62	66 Hillcroft Way
Lot 63	68 Hillcroft Way
Lot 64	78 Hillcroft Way
Lot 65	80 Hillcroft Way
Lot 66	82 Hillcroft Way
Lot 68	84 Hillcroft Way
Lot 69	86 Hillcroft Way
Stormwater Management Facility Block 69	1 Hillcroft Way

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 untraveled portion of any public road allowance without the prior written approval of the authority having jurisdiction over such public road allowance.

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

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

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

SCHEDULE "D"
SUMMARY OF ESTIMATED COSTS

File No. W16193 November 2nd 2020	
Three lakes Development Inc. Rokeby Residential Subdivision File No. 167-87002	
Schedule 'D' Subdivision Agreement	

	Unit	Price (\$)	Quantity	Total Cost (\$)
1 Site Preparation, Removals and Erosion Control				
Mobilization & Demobilization	LS	\$6,000.00	1.00	\$6,000.00
Light Duty Silt Fencing (219.110)	m	\$15.00	250	\$3,750.00
Construction of Mud Mat	LS	\$2,500.00	1.00	\$2,500.00
Supply and Install 500mm dia. Culvert	LS	\$500.00	1.00	\$500.00
Supply and Install 450mm dia. Culvert	LS	\$450.00	1.00	\$450.00
Construct Temporary Cut Off Swales	m	\$15.00	500.00	\$7,500.00
Construct Rock Check Dams	ea.	\$1,500.00	5.00	\$7,500.00
Site Dewatering (submersible pump w. generator)	LS	\$10,000.00	1.00	\$10,000.00
Subtotal: Site Preparation, Removals and Erosion Control				\$38,200.00
2 Landscaping				
Street Trees, Sodding, Fencing, etc	LS	\$189,156.00	1.00	\$189,156.00
Pond Landscaping	LS	\$50,216.00	1.00	\$50,216.00
Subtotal: Landscaping				\$239,372.00
3 Storm				
200mm ø Perforated P.V.C. including soakway pit	m	\$125.00	445	\$55,625.00
450mm ø P.V.C.	m	\$200.00	93	\$18,600.00
525mm ø Conc.	m	\$215.00	162	\$34,700.00
600mm ø Conc.	m	\$330.00	8	\$2,700.00
750mm ø Conc.	m	\$405.00	45	\$18,225.00
900mm ø Conc.	m	\$515.00	350	\$179,800.00
1200mm ø (OPSD:701.010)	ea	\$4,500.00	6	\$27,000.00
1800mm ø (OPSD:701.012)	ea	\$7,800.00	4	\$31,200.00
2400mm ø (OPSD:701.013)	ea	\$10,000.00	3	\$30,000.00
Single Catch Basin incl. Lead	ea	\$2,750.00	6	\$16,500.00
Double Catch Basin incl. Lead	ea	\$3,750.00	12	\$45,000.00
Rear Lot Catch Basin	ea	\$6,500.00	5	\$32,500.00
300mm ø P.V.C. Rear Lot Catch Basin Lead	m	\$180.00	225	\$40,500.00
1200mm ø (Catch Basin Manhole)	ea	\$4,500.00	1	\$4,500.00
150mm ø Single Storm Service	ea	\$1,100.00	0	\$0.00
150mm ø Double Storm Service	ea	\$1,200.00	0	\$0.00
Clean, Flush and Video Inspection of Storm Sewers	m	\$5.00	1103	\$5,515.00
750mm ø Strm. Plug	ea	\$500.00	1	\$500.00
525mm ø Strm. Plug	ea	\$500.00	1	\$500.00
Infiltration Trenches	m	\$105.00	660	\$69,300.00
Subtotal: Storm				\$612,665.00

4	Sanitary				
	200mm Ø P.V.C.	m	\$125.00	679	\$84,900.00
	1200mm Ø (701.010)	ea	\$3,600.00	9	\$32,400.00
	100mm Ø Single Sanitary Service	ea	\$950.00	68	\$64,600.00
	Clean, Flush and Video Inspection of Sewer	m	\$6.00	756	\$5,000.00
	200mm Sanitary Plug	ea	\$500.00	1	\$500.00
	Saw-cut asphalt, excavate to install new 200mm dia. Sanitary sewer on Front Street West including cutting into existing manhole and backfilling with unshrinkable fill within the right of way and replacement of asphalt to match existing conditions and benching manhole to suit new piping configuration.	LS	\$25,000.00	1	\$25,000.00
	Rock Breaking and Removal	m³	\$100.00	300	\$30,000.00
	Vibration Monitoring	LS	\$10,000.00	1	\$10,000.00
	Subtotal: Sanitary				\$252,400.00
5	Watermain and Appurtenances				
	200 mm P.V.C. watermain	m	\$105.00	915	\$71,800.00
	Hydrant Set, Valve and Tee	ea	\$3,750.00	6	\$18,800.00
	19 mm Short Water Service	ea	\$660.00	31	\$20,500.00
	19 mm Ø Long Water Service	ea	\$780.00	37	\$28,900.00
	200 mm Gate Valve	ea	\$1,500.00	12	\$18,000.00
	150 mm Gate Valve	ea	\$1,100.00	2	\$2,200.00
	Connection to Existing 200mm Pipe incl. Saw Cutting, Excavation, Cut into Exist. w/main, Install 3-way Tee, and Restore to Original Condition or Better	LS	\$15,000.00	1	\$15,000.00
	200mm Plug and Blow-off	ea	\$1,000.00	1	\$1,000.00
	Connection to Existing 150mm Pipe incl. Saw Cutting, Excavation, Remove Exist. Plug, Install 3-way Tee, Backfill and Restore to Original Condition or Better	LS	\$10,000.00	1	\$10,000.00
	Watermain Commissioning	LS	\$2,500.00	1	\$2,500.00
	Subtotal: Watermain and Appurtenances				\$188,700.00
6	Electrical				
	Street Lighting (including; cable, conduit, and light standards)	LS	\$120,700.00	1	\$120,700.00
	Subtotal: Electrical				\$120,700.00
7	Road				
	Temporary Street and Stop Signs	ea	\$150.00	5	\$750.00
	Granular 'B' 300mm Depth	t	\$12.00	4195	\$50,340.00
	Granular 'A' 150mm Depth	t	\$7.20	1850	\$13,320.00
	HL8 Asphalt Binder Course 50mm Depth	t	\$79.00	655	\$51,800.00
	HL4 Asphalt Binder Course 40mm Depth	t	\$86.00	530	\$45,600.00
	150 mm Dia Subdrain Road (OPSD 216.021)	m	\$17.00	1340	\$22,900.00
	Two-Stage Curb and Gutter (600.070)	m	\$105.00	1285	\$135,000.00
	1.5m wide Concrete Sidewalk	m²	\$60.00	900	\$54,000.00
	Construct Sidewalk at Front Street	m²	\$100.00	885	\$88,500.00
	HL3 Driveway Asphalt	t	\$86.00	150	\$12,900.00
	Line Painting	LS	\$1,000.00	1	\$1,000.00
	Dead End Barrier	LS	\$500.00	1	\$500.00
	Street Cleaning	LS	\$2,500.00	1	\$2,500.00
	Concrete Mailbox Pad	LS	\$900.00	1	\$900.00
	Road Signs	LS	\$2,000.00	1	\$2,000.00

	Temporary Road Barricade (OPSD 912.532) complete with Future Road and No Dumping Signs	LS	\$1,500.00	1	\$1,500.00
	Subtotal: Road				\$483,510.00
8	Legal Fees				
	Miscellaneous Legal Fees (associated with review and registration)	LS	\$6,000.00	1	\$6,000.00
	Subtotal: Legal Fees				\$6,000.00
9	Earthworks				
	Strip Topsoil and Other Organic Material from the Phase 1 Site Area Including the SWM Pond and Stockpile	m ³	\$3.50	8000	\$28,000.00
	Earth Cut and Fill	m ³	\$5.00	65000	\$325,000.00
	Construct Cut Off Ditch	m	\$20.00	835	\$16,700.00
	Subtotal: Earthworks				\$369,700.00
10	Retaining Wall				
	Armour Stone	m ³	\$95.00	100	\$9,500.00
	Subtotal: Retaining Wall				\$9,500.00
11	Storm Water Management Pond and Temporary Pond				
	Temporary Pond				
	Earth Cut and Fill	m ³	\$5.00	100	\$500.00
	450mm ø CSP Culvert	m	\$200.00	24.5	\$1,800.00
	375mm ø P.V.C.	m	\$190.00	7	\$1,800.00
	750mm ø Conc.	m	\$405.00	3	\$3,000.00
	200mm ø Nominal sized Rip Rap	m ²	\$30.00	30	\$900.00
	Concrete Headwall as per Std 804.020	ea	\$10,000.00	1	\$10,000.00
	Cut Off Swale	m	\$15.00	45	\$675.00
	Hickenbottom	LS	\$7,500.00	1	\$7,500.00
	Storm Water Management Pond				
	Proposed Cut off Swale	m	\$3.50	950	\$3,325.00
	Earth Cut and Fill	m ³	\$5.00	500	\$2,500.00
	Place 300mm thickness Clay Blanket at Pond Bottom	m ³	\$15.00	760	\$11,400.00
	450mm ø P.V.C.	m	\$200.00	33	\$1,800.00
	900mm ø P.V.C.	m	\$515.00	34	\$17,510.00
	375mm ø P.V.C.	m	\$190.00	9	\$1,800.00
	750mm ø Conc.	m	\$405.00	7.3	\$3,000.00
	Concrete Headwall as per Std 804.040	ea	\$15,000.00	2	\$30,000.00
	200mm ø Nominal sized Rip Rap	m ²	\$30.00	1000	\$30,000.00
	200mm - 300mm ø Nominal sized Riverstone	m ²	\$30.00	60	\$1,800.00
	Hickenbottom	LS	\$7,500.00	1	\$7,500.00
	Cable Concrete between Forebay and Main Cell	LS	\$5,000.00	1	\$5,000.00
	Access Road	m ²	\$25.00	455	\$11,375.00
	Restorations/Monitoring/Maintenance	LS	\$20,000.00	1	\$20,000.00
	Chain Link Fence	m	\$50.00	849	\$42,450.00
	Subtotal: Storm Water Management Pond				\$215,635.00
	Subtotal (Items 1.0 - 11.0)				\$2,536,382.00
12	Engineering and Contingency				
	5% Contingency				\$126,819.10
	7% Engineering				\$177,546.74

*Subtotal	\$2,840,747.84
H.S.T - 13%	\$369,297.22
Total Construction Costs	\$3,210,045.06
*DAAP Fee: 3.7% of Subtotal - Pre H.S.T.	\$105,107.67

13 Security

Security inclusive of H.S.T.

Total of Security	\$3,210,045.06
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I certify these engineering costs to be the current estimated costs for the works proposed within the approved engineering drawings.

Adam Balsys
Name

Candecon Limited
Title

2-Nov- 20
Date

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). Upon completion of the site works, the Engineering department will require as-built information, certification, and a statutory declaration

SUMMARY OF ESTIMATED COSTS (continued)

In accordance with Section 9. - Financial Arrangements, the Owner shall pay the Engineering Fee for the post-draft-plan approval development of the subdivision in the amount of 3.7% of the estimated construction value of the Public Services created relative to the subdivision as set out above (exclusive of H.S.T.) As per the Sub-Total cost of all works prior to H.S.T., in accordance with By-law 2007-132, the fee is \$105,107.67. The initial payment of \$48,394.07, which was comprised of 75% of the fee based on the initial estimated construction value, was submitted on November 2, 2020. Therefore, the remainder fee owed is \$56,713.60.

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 March 22, 2011 and such approval was subject to the following conditions:

REVISED CONDITIONS OF DRAFT PLAN OF SUBDIVISION APPROVAL:

16T-87002

THE CORPORATION OF THE CITY OF KAWARTHA LAKES CONDITIONS AND AMENDMENTS APPLYING TO THE APPROVAL OF THE FINAL PLAN FOR REGISTRATION OF THIS SUBDIVISION, FILE NUMBER 16T-87002 ARE AS FOLLOWS:

STANDARD INTRODUCTORY CONDITIONS

1. This approval applies to the draft plan of subdivision 16T-87002 prepared by William R. Coe, Ontario Land Surveyor, drawing number V-69-788-6, dated January 20, 1987, and red-lined revised draft plan of subdivision prepared by The Greer Galloway Group Inc., drawing number 08-1-6562, dated October 18, 2010, which shows a total of 221 lots consisting of 115 lots with 10.5 metre lot frontages, 68 lots with 12.0 metre lot frontages, and 38 lots with 15.0 metre lot frontages, two medium density blocks for a total of 40 townhouse dwelling units, a 2.20 ha park block, two 3.0 metre road widening blocks, six 0.3 metre reserve blocks, two stormwater management facility blocks, a 0.31 hectare environmental protection block, a future roadway block, and 5 walkway blocks.
2. All conditions shall be fulfilled and satisfied, and final approval shall be given or this draft plan approval shall lapse after three years from the date the Notice of Decision is sent out with respect to this draft approval.
3. 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 applicable Development Charges By-laws.
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 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. Prior to the signing of the final plan by the Director, the Public Works Department shall be in receipt of a copy of the fully executed agreement between the owner and the City regarding the municipal assumption of the municipal services.

10. The owner shall agree in the Subdivision Agreement that no building permit will be issued for any individual lot or block until the owner has constructed the full municipal services and roadway to the lot or block and that these services are operational. The owner shall submit the required building/site plans and received approval from the City. The owner shall agree to build in accordance with the approved plans.
11. The owner agrees to implement townhouse development on Blocks 222 and 223 through site plan approval in accordance with current development standards.
12. The Owner agrees to have construction traffic for all phases of this development routed through an access provided to the development from West Street. Measures to minimize construction mud on the roads as well as road cleaning will be included in the Subdivision Agreement at the owner's expense. The owner must submit a construction traffic routing plan through Bobcaygeon for approval by the City.
13. Construction activity including delivery of construction materials on the site will be permitted to operate between the hours of 7 am to 6 pm on Monday to Friday and from 8 am to 12 pm on Saturday. Construction activity will not be permitted on Sunday or statutory holidays. Construction activity will not be allowed to stage or queue on adjacent public roadways in advance of the permitted construction hours. These provisions will be included in the Subdivision Agreement.
14. The Owner agrees to install a privacy fence with a minimum height of 1.8 m along both sides of Spruceside Drive to Front Street to the City's satisfaction.

PHASING

15. The Subdivision Agreement may contain, phasing arrangements to the satisfaction of the City. Development of the plan shall be phased to the satisfaction of the City. In this regard, among other things, phasing of development shall be based on the timing of road improvements, the timing of schools to serve this subdivision, and the timing of the provision of other essential services and facilities for this subdivision.
16. The owner will phase the plan and acknowledges that municipal servicing capacity will only be granted by the City for development of 100 lots as part of Phase 1 development. The owner acknowledges that development beyond 100 lots will not be permitted until municipal servicing infrastructure is upgraded to permit further development. The owner acknowledges that the City has no current plans to upgrade the infrastructure deficiencies.

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 shall be approved and in effect.
18. An Ontario Land Surveyor shall confirm that the proposed lot frontages and areas appearing on the final plan conform to the requirements of the former Village of Bobcaygeon Zoning By-law.

CONVEYANCE OF PARKLAND

19. The owner shall convey Block 240 to the City for park purposes free and clear of any encumbrances as part of Phase 2 development. For the purposes of the conveyance of the parkland block, Phase 2 shall refer to the phase proceeding after the Phase 1 development of 68 lots is approved and registered.
20. The owner shall provide a minimum of 20 metres of road frontage to the park on Woodpark Road as part of Phase 2 development. A temporary access road shall be constructed by the owner to the City's satisfaction.
21. The owner shall prepare a lot grading and drainage plan for approval and complete all necessary preliminary grading to the City's satisfaction. The

owner shall ensure that lot grading and drainage between the park and Phase 2 residential development is completed to the City's satisfaction.

22. The owner shall prepare for the City's review a park development plan showing active sports field areas, play areas, and landscape/passive recreational amenity areas necessary to satisfy the needs of the area residents.

CONVEYANCE OF PUBLIC WALKWAYS

23. Blocks 225 to 228 inclusive as shown on the draft plan shall be shown and dedicated as public walkways on the final plan, at no cost to the City.
24. A walkway Block with a minimum width of 5 metres between the park and Hillcroft Way shall be dedicated as public walkway on the final plan to the City's satisfaction.
25. All municipal walkway Blocks shall be fenced to the satisfaction of the City.
26. The Owner agrees in writing that all walkway Blocks shall be sized to accommodate the proposed storm sewer system and to ensure a proper maintenance area for the pipe size, including zone of influence, vehicular access, and so forth to the satisfaction of the City.

ROADS AND TRAFFIC

27. The Subdivision Agreement between the owner and the City shall provide that the owner agrees to design and construct, entirely at their expense, the roadways, sidewalks, and all municipal services within and adjacent to the proposed subdivision.
28. 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.
29. Two 3 metre sections of land, Blocks 229 and 230, to widen CKL Road 8, shall be shown and dedicated as public highways on the final plan, at no cost to the City.
30. 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.
31. The Owner agrees to design the upgrade the Front Street road allowance from the south-west subdivision entrance on Front Street easterly to West Street to accommodate the additional traffic flow proposed by the development to the City's satisfaction. The Owner agrees to provide the cash value of the proposed upgrade in the amount of \$88,500.00 to the City for the installation of sidewalk on the Front Street road allowance from the south-west subdivision entrance on Front Street, easterly to West Street, to accommodate the additional traffic flow and pedestrian access proposed by the development. The cash-in-lieu payment is required to be paid to the City in full at the time when 50% of the 68 building permits in Phase 1A are issued, irrespective of occupancy. Payment is required in advance of the City's approval of the of the individual lot grading plan associated with the 34th building permit application.
32. The owner agrees to construct a second access on lands owned by the City from West Street as a temporary access to connect with future municipal roads as part of Phase 1 development. The second access may be constructed to a rural standard to the City's satisfaction.
33. The owner agrees to upgrade the West Street road allowance from CKL Road 8 southerly to Front Street to the City's full urban serviced standard. This shall include upgrading the temporary subdivision entrance from West Street to the City's full urban serviced standard. These works are conditional as part

of Phase 2 development and shall be at the owner's expense. The requirements will be included in the Subdivision Agreement.

34. The owner agrees to route all construction traffic from West Street into the development. While the owner is not responsible for the urbanization of West Street until Phase 2, the City reserves the right to request the owner to provide a temporary asphalt upgrade should the roadway deteriorate due to construction traffic.
35. The owner shall provide an overall Traffic Lane Marking and Signage Plan for all internal and external roadways to the City's satisfaction. The installation of pavement markings, signage and modifications to existing pavement markings and signage shall be at the owner's expense and responsibility.
36. The owner shall provide a comprehensive streetscaping plan showing all above-ground utilities, street furniture, street tree planting, boulevard landscaping. The plan shall also demonstrate how on-street parking can be accommodated between street furniture and driveway locations.
37. The owner agrees in writing to satisfy all requirements, financial and otherwise of the City. This shall include, among other matters, the execution of a Subdivision Agreement concerning, but not limited to, 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 the owner be required to construct, entirely at their expense, roadway and municipal services on West Street, abutting to the subdivision, necessary to provide access and services to the proposed subdivision; and,
 - c) that each of the approved lots will be connected to the City's municipal water and sewage systems, to the satisfaction of the City.

SITE SERVICING

38. The Subdivision Agreement shall provide for the installation of a piped water supply system, sanitary sewage 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.
39. The Owner agrees that the water distribution system will be looped for the first 100 lots and further for the entire proposed development ensuring there are no dead end stubs on dead end streets, and further ensuring that there is a temporary easement over any water loop on lands owned by the Owner to the satisfaction of the City.
40. The Owner agrees that all residential sanitary services shall drain by gravity and not use sump pumps and grinder pumps for drainage.
41. Prior to the signing of the final plan by the Director, the owner shall obtain a Certificate of Approval for the water works in accordance with Section 52 of the Ontario Water Resources Act.

STORMWATER MANAGEMENT

42. 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 Region Conservation Authority, Trent-Severn Waterway, and the City for their approval. The report shall include the following supporting detailed design information and shall not be limited to the following information:

- a) detail the pre and post development for all events up to and including the 100 year stormwater flows;
 - b) confirmation of a safe conveyance route and protected outlet downstream of the property that will accommodate the proposed release rate of the SWM facility;
 - c) detailed hydraulic analysis of the proposed outlet structure from the SWM facility, including outlet performance with the downstream sewer conveying full design flows for the major event; and,
 - d) confirmation that flows can be conveyed safely to the SWM facility within municipal right-of-ways.
43. Prior to the signing of the final plan by the Director, the Kawartha Region Conservation Authority, Trent-Severn Waterway, 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 and which includes detailed drawing of stream channelization to outlet to Sturgeon Lake, construction of the retention pond, and installation of erosion control measures. The said plan shall be complete to the satisfaction of these agencies. To reduce potential post construction slope failures and/or erosion effects, the sediment and erosion control plan should also include measures for revegetation of disturbed soils immediately following site disturbance in accordance with Section 8.5 and 8.8 of the Final Environmental Impact Study, prepared by Oakridge Environmental Ltd. and dated October 6, 2010, ORE Project No. 09-1258.
44. The Subdivision Agreement shall contain a provision acceptable to the Kawartha Region Conservation Authority, Trent-Severn Waterway, 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.
45. Prior to the signing of the final plan by the Director and any on-site grading or construction, the Kawartha Region Conservation Authority, Trent-Severn Waterway, 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.
46. The Subdivision Agreement contain the following provisions, in wording acceptable to the Kawartha Region Conservation Authority and the City, wherein the owner agrees:
- a) before commencing any grading or construction on any lot, to have prepared detailed reports, drawings and site plans acceptable to the City and the Kawartha Region Conservation Authority, 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.

- b) to carry out, or cause to be carried out, the works recommended in all reports submitted for approval by approval agencies;
 - c) 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 the Kawartha Region Conservation Authority; and,
 - d) 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 the Kawartha Region Conservation Authority and the City.
47. The Owner agrees in writing to grade all lots in such a way as to limit the use of rear yard catchbasins and swales in favour of rear-to-front drainage.
48. The Owner agrees in writing that soak-away pits may be permitted and used in the subdivision provided that an engineered design solution is submitted in accordance with MOE criteria (Table 4.1 of Ministry of Environment Storm Water Management Planning and Design Manual) for soak-away pits to the satisfaction of the City, and that a qualified geotechnical engineer provides written confirmation that the soils and methods will work with the specific site condition.
49. The Owner agrees to provide vehicular access for maintenance purposes to the stormwater management facilities contained on Blocks 238 and 239 to the City's satisfaction.
50. The Owner agrees to provide sufficient sediment drying storage area within the stormwater management facilities contained on Blocks 238 and 239 to the City's satisfaction.
51. The Owner agrees to install fencing around the stormwater management facilities contained on Blocks 238 and 239 to the City's satisfaction.

EASEMENTS AND AGENCY SPECIFIC CONDITIONS

52. The Owner shall co-ordinate the preparation of an overall utility distribution plan to the satisfaction of all affected authorities.
53. All easements as may be required for utility or drainage purposes shall be granted to the appropriate authority.
54. Satisfactory arrangements, financial and otherwise, shall be made with Bell Canada for any Bell underground facilities serving the subdivision.
55. The owner agrees in the Subdivision Agreement with the City to grant Bell Canada any easements that may be required for telecommunication purposes.
56. 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 any conflicts with existing Bell Canada facilities or easements, the owner/developer shall be responsible for rearrangements or relocation.
57. 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).

58. 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.
59. The owner shall enter 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 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 capacity expansion outside of the development but necessary to ensure the integrity of the Company's Power distribution grid.
60. 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.
61. The Subdivision Agreement shall contain provisions requiring the owner to provide for the following requirements of the 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.

BLASTING APPROVALS

62. The Owner shall provide a blasting report by a qualified Professional Engineer outlining the area subject to blasting for the construction of the proposed infrastructure as well as blasting techniques being employed for City approval. The report shall provide any necessary mitigation measures to ensure that adjacent wells and septic systems are not negatively impacted. The City reserves the right to have the blasting report peer reviewed by a qualified expert at the applicant's expense.
63. The owner shall employ a qualified blasting contractor prior to the commencement of any blasting activity on the subject lands.
64. Prior to the commencement of blasting activities on the subject lands, the owner shall provide written notice both to the City and all property owners within 200 metres of the Phase 1 development area.

ENVIRONMENTAL IMPACT CONDITIONS

65. The owner shall fully implement all recommendations and mitigation measures contained in Section 8.0 of the Final Environmental Impact Study, prepared by Oakridge Environmental Ltd. and dated October 6, 2010, ORE Project No. 09-1258. The recommendations shall be implemented through

the Subdivision Agreement and include, but are not limited to, the following items:

- a) construct the stormwater management facilities to remove all contaminants in accordance with MOE requirements;
 - b) develop the stormwater management ponds with a clay liner to prevent the impairment of the shallow groundwater table;
 - c) prepare a planting plan for approval by the Kawartha Region Conservation Authority and the City for the naturalization of the stormwater management ponds. Native plant species must be used for replanting purposes;
 - d) maintain a tree line between the development and existing lots fronting on Front Street where possible;
 - e) establish a 5 metre top-of-bank setback area between the streambed and the eastern stormwater management pond (P1) for rehabilitation with native tree and grass species;
 - f) retain a qualified environmental engineer/consultant to design a naturalized meandering swale between the western stormwater management pond (P2) and the wetland and control stormwater discharge at an even rate in accordance with this report;
 - g) design the stormwater management facilities to ensure that stormwater discharge does not erode the pond-outlet areas;
 - h) refrain from completing tree removal between May 1 to July 31 annually so as not to disturb on-site bird nesting activities;
 - i) prepare a construction staging plan outlining the placement of machinery areas, bulk fuel storage, and staging of soil stockpiles;
 - j) implement all monitoring programs outlined in the report; and,
 - k) remove the butternut trees in accordance with approved Ministry of Natural Resources Species at Risk removal protocol.
66. The owner shall submit written confirmation by a qualified Professional Engineer that all fill materials imported onto the subject lands shall fulfill all existing and future Ministry of Environment environmental regulations.

CLEARANCE CONDITIONS

67. That prior to the signing of the final plan by the Director, the owner will ensure that clearance letters from the appropriate authorities and City Departments have been submitted to the Planning Division so as to confirm how conditions 68 to 76 inclusive have been satisfied.
68. That prior to the signing of the final plan by the Director, the Planning Division shall confirm that conditions 1, 2, 7, 8, 14, 17, and 18 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 the Kawartha Region Conservation Authority indicating how conditions 42 to 46 inclusive and 65 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 the Kawartha Lakes Fire and Rescue Department indicating how condition 37 has 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 Community Services Department indicating how conditions 19 to 26 inclusive 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 City of Kawartha Lakes Public Works Department indicating how conditions 3 to 6 inclusive, 9

to 16 inclusive, 21, 26 to 53 inclusive, and 62 to 66 inclusive have been satisfied.

73. 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 (Parks Canada) indicating how conditions 42 to 46 inclusive have been satisfied.
74. 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 54 to 57 inclusive have been satisfied.
75. 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 58 and 59 have been satisfied.
76. 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 60 and 61 have been satisfied.

NOTES TO DRAFT PLAN APPROVAL of 16T-87002 (D05-19-006)

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
Public Works Department
City of Kawartha Lakes
12 Peel Street
Lindsay, ON K9V 3L8
Tel: (705) 324-9411 ext. 1151
Fax: (705) 328-3122

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

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

Diana (DeDe) Adamowicz
Delivery Planning Officer
Canada Post Corporation
41 Temperance Street, Suite 207
Bowmanville, ON L1C 3A0

Kevin Williams, Director
Community Services
Department
City of Kawartha Lakes
180 Kent Street West, 1st Floor
Lindsay, ON K9V 2Y6
Tel: (705) 324-9411 ext. 1307
Fax: (705) 324-2051

Beth McEachern, Reality
Manager
Trent-Severn
Waterway/National Historic Site
of Canada
2155 Ashburnham Dr., PO Box
567
Peterborough, ON K9J 6Z6
Tel: (705) 750-4924
Fax: (705) 742-9644

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

Mark Majkowski
Kawartha Region Conservation
Authority
277 Kenrei Road, R.R. #1
Lindsay, ON K9V 4R1

Pat Twohey, Acting 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

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. Ontario Water Resources Act

Inauguration, or extension of a piped water supply or a storm drainage system, is subject to the approval of the Ministry of the Environment under Sections 52 and 53 of the Ontario Water Resources Act, RSO 1990.

5. Water Supply and Sewage Disposal

Water supply and sewage disposal facilities, shall meet the requirements of, and be approved by, the Ministry of the Environment or its agents as applicable, in accordance with Regulations of Ontario 1990, Regulation 358, made under the Environmental Protection Act, R.S.O. 1990.

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 – Stormwater Management Facilities

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

Commented [RP13]: To be confirmed

b) Warning – Sump Pump and Check Valves

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

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

c) Warning - Occupancy

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

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

d) **Warning - Development Charges**

Purchasers should be aware that this Plan of Subdivision is subject to the provisions of the Development Charges Act, as amended and By-law No. 2019-184 as amended and Council Policy CP2019-005.

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

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

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

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

Commented [RP14]: To be confirmed.

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

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

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

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

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

The Purchaser/Grantee of Lots ____ to ____, both inclusive, and Block ____ on Schedule "A-1" acknowledge that a rear yard catch basin and

Commented [RP15]: To be confirmed.

associated storm sewer connection will exist on his or her Lot.

h) **Notice – Fencing**

The Purchaser/Grantee acknowledges that he or she is aware that 1.5 metre high black vinyl chain link fence is installed along the rear lot lines of Lots 29 to 31 inclusive, north side yard of Lots 31, the north and south sides of Block 70. No encroachment or access is permitted on the adjacent lands, beyond the fence delineation.

The Purchaser/Grantee acknowledges that he or she is aware that a Privacy Fence shall be installed along the rear yards of Lots 1 to 28 inclusive, on Schedule A.

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 adjacent to the side yard of Lot 28 in accordance with the Composite Utility Plan.

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

t) Warning - Municipal Ditches

The Purchaser/Grantee of any lot is advised and acknowledges that storm ponding may occur in the municipal ditches.

u) Warning – Good Housekeeping Practices

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

v) Warning – Noise By-Law

The Purchaser/Grantee of any Lot or Block is advised of By-Law 2019-124,, a By-Law to Regulate Noise in the City of Kawartha Lakes, and that construction activities within the subdivision may be subject to regulation and/or restrictions thereunder.

w) Warning Clause – Infiltration Trenches

The Purchaser/Grantee acknowledges that an individual infiltration trench is to be constructed on residential Lots 1 to 28 inclusive, 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 eavestrough roof leader as per the accepted engineering drawings provided by Candevcon 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 swales. The Purchaser/Grantee acknowledges they have received the report Soakaway Pit and Infiltration Operations and Maintenance Manual, prepared by Engineering, dated 2020, and the Purchaser/Grantee is responsible for the operations and maintenance of the infiltration trench.

Commented [RP16]: Candevcon to provide

SCHEDULE "H"

COMPOSITE UTILITY PLAN

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

Commented [RP17]: Owner to complete and insert

SCHEDULE "I"

LETTER OF UNDERTAKING BY OWNER AND ENGINEER

Subdivision Agreement

Minimum Requirements Checklist:

City of Kawartha Lakes, Development Engineering

Date: Nov 4, 2020

Attn: Juan Rojas

Re: Contract Administration and Project Management for Rokeby Subdivision

This confirms that an agreement has been executed between:

Owner, THREE LAKES DEVELOPMENT INC. and Owner's Engineer, VELLORE 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 City of Kawartha Lakes;
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 City of Kawartha Lakes;
3. Submit conceptual designs, including all proposed erosion and sediment controls as required by the City of Kawartha Lakes and all applicable legislation;
4. Submit detailed design plans and specifications in accordance with the Municipal by-laws and the requirements of utility companies and government agencies and to the satisfaction of the City of Kawartha Lakes;
5. Provide cost estimates for all work and new/proposed works and periodic cost estimates of uncompleted work to the City of Kawartha Lakes for calculation of security retention;
6. Discuss the submissions under 3,4 and 5 with Municipal staff as required by the City of Kawartha Lakes;
7. Attend pre-construction meeting as required by the City of Kawartha Lakes;
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

We, the Owner and Owner's Engineer both acknowledge our separate responsibilities to each and to notify the City of Kawartha Lakes 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.

I, the Owner's Engineer, will notify the City of Kawartha Lakes 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: VELLORE ENGINEERING LTD.

Signature of Authorized Representative: 

Address: 15 VAS ROAD, VAUGHAN, ON, L4H 3B9



Engineer's seal

I/we, the Owner, understand that the Municipality will rely on the expertise of the Owner's Engineer in performing professional engineering services referred to in this commitment letter. I/we acknowledge that review and inspections by staff or others on behalf of the City of Kawartha Lakes do not relieve the Owner from complying with the requirements of any municipal by-laws or other relevant legislation.

Name of Owner: KAMRAN IQBAL

Signature of Authorized representative: 

Address: 221 HELEN AVE, MARKHAM, ON, L3R 1J7

The Corporation of the City of Kawartha Lakes

Planning Advisory Committee Report

Report Number ED2020-026

Meeting Date: December 2, 2020

Regular Meeting

Title: Economic Recovery Task Force Sub-Committee Recommendations

Description: Overview of the Concierge Program and the Planning Application Spreadsheet that were recommendations from the Economic Recovery Task Force Sub-Committee

Author and Title: Emily Turner, Economic Development Officer – Heritage Planning

Recommendation(s):

That Report ED2020-026, **Economic Recovery Task Force Sub-Committee Recommendations**, be received for information.

Department Head:

Legal/Other:

Chief Administrative Officer:

Background:

At its meeting of May 26, 2020, Council formed the Economic Recovery Task Force as part of its response to the COVID-19 pandemic. The Task Force was intended to guide the City's economic recovery through infrastructure stimulus, planning and development, and business recovery.

One major focus of the Task Force was to look at improving the efficiency and timeliness of the planning application process. A Development Task Force Subcommittee was formed to address these issues. Three initiatives came out of this sub-committee:

1. Fast tracking a number of "shovel ready" Planning applications to ensure that these developments could get started as quickly as possible.
2. The creation of a planning application spreadsheet that identifies every ongoing application along with the planner who is working on the application and what stage the application is at.
3. Development and implementation of the Kawartha Lakes Concierge Pilot Program

This report addresses the creation of a planning application spreadsheet and the development of the Concierge program.

Rationale:

Planning Application Spreadsheet

The Planning Application Spreadsheet was created to assist with the tracking of ongoing planning applications and their current status. The spreadsheet includes every current planning application along with the planner working on the application and what stage in the process the application is at. The spreadsheet is intended to provide a clear and central overview of where planning applications are at any given time and will be an important tool to provide staff, management and the public with more timely responses to inquiries and to schedule applications for upcoming Planning Advisory Committee meetings.

The spreadsheet as of November 20, 2020 is attached as Appendix A.

Concierge Program

The Concierge Program is a nine-month pilot program aimed at assisting applicants through the planning process. At present, the program is restricted to site plan applications. A document outlining the program background and criteria for inclusion for applications is attached as Appendix B. An Economic Development Officer will assist applicants through the site plan approval process with the goal of decreasing the time between application and approval. The

project is intended to increase customer service and also reduce the amount of time Planning staff spend guiding an application through the process.

There are currently 3 applications in the program. They are as follows:

- 203 St. David Street multiunit warehouse
- 140 Angeline Street South proposed hotel
- Fenelon Falls Canadian Tire Expansion

As new site plan applications are submitted, more applications will be included in the program. The intention is to evaluate the program after the nine-month period to gauge its success and potentially expand it to other types of planning applications.

Other Alternatives Considered:

There are no recommended alternatives.

Alignment to Strategic Priorities

The planning and development related recommendations from the Economic Recovery Task Force align with the strategic priority of A Vibrant and Growing Economy by helping to promote growth and economic activity through development in Kawartha Lakes. They also align with the strategic priority of Good Government by looking to increase the effectiveness and efficiency of service delivery.

Financial/Operation Impacts:

There are no financial or operational impacts as a result of the recommendations of this report.

Consultations:

Economic Recovery Task Force

Attachments:

Appendix A – Planning Application Spreadsheet



Planning Applications
Spreadsheet.pdf

Appendix B – Concierge Pilot Program Background



Concierge Pilot
Program Background.

Department Head E-Mail: cmarshall@kawarthalakes.ca

Department Head: Chris Marshall, Director of Development Services

General Info					Milestones						Additional Info
	Address	Applicant	Description of the Proposal	Deemed Complete	Public Meeting Notice	PAC - Public Meeting	PAC - Regular Meeting	Approved by Council	Notice of Decision	Appeal Status	Planner Notes
Official Plan Amendment/Zoning By-law Amendment	19 & 67 West Street North, Fenelon	Muskoka D&M Corp	Two midrise buildings with 60 apartments and 26 townhouses on the river in Fenelon Falls (86 residential units)			9-Oct-2019		26-May-2020	8-Jun-2020	None	Site Plan Application to be submitted
Official Plan Amendment/Zoning By-law Amendment	2926 Kawartha Lakes Rd 48, Bexley	EcoVue Consulting	Combination gas station, convenience store and two restaurants in Coboconk	14-Sep-2018	11-Dec-2018	16-Jan-2019	N/A	23-Jun-2020	7-Jul-2020	None	Consultant requested file be put on hold after Public Meeting, reactivated in 2020
Official Plan Amendment/Zoning By-law Amendment	36 Walkers Road, Verulam	William Ashby & Al McGale	Live Action Role Playing Facility (Commercial Use)					20-Aug-2020	27-Aug-2020	None	Site Plan Application to be submitted
Official Plan Amendment/Zoning By-law Amendment	N/S Thornhill Rd, Lindsay	Fieldgate Commercial	Midrise in Lindsay behind Loblaws (220 units)	30-Oct-2019	5-Nov-2019	4-Dec-2019	N/A	28-Jul-2020	5-Aug-2020	None	Originally handled by Janet Wong, transferred to IW end of March 2020
Official Plan Amendment/Zoning By-law Amendment	7178 Highway 35, Laxton	Koster, Sullivan & Ryall	Tourist Commercial lot in Laxton (1 lot)		24-Jun-2020	15-Jul-2020		28-Jul-2020	6-Aug-2020	None	By-law 2020-064 in effect
Official Plan Amendment/Zoning By-law Amendment	99 Agnes Street Woodville	Teel	Construct a garage 99 Agnes Street Woodville		19-Jun-2020	15-Jul-2020		28-Jul-2020	6-Aug-2020	None	By-law 2020-063 in effect
Official Plan Amendment/Zoning By-law Amendment	2133 Little Britain Rd, Ops	Kevin Duguay - KMD Planning	Relocation of Bob Mark New Holland on Little Britain Road in Ops Township Scheduled for July PAC (4,200 sq m)	3-Mar-2020	19-Jun-2020	15-Jul-2020	N/A	28-Jul-2020	5-Aug-2020	None	
Official Plan Amendment/Zoning By-law Amendment	2197 Little Britain Rd, Ops	Kevin Duguay - KMD Planning	Rezone existing Bob Mark New Holland site to add uses	8-Sep-2020	10-Sep-2020	7-Oct-2020					In circulation
Official Plan Amendment/Zoning By-law Amendment	7-27 Lakewood Crescent, Bobcaygeon	Port 32 Inc.	Port 32 Bobcaygeon (revised application) (48 townhouses)		13-Jul-2020	12-Aug-2020					Site Plan Application to be submitted
Official Plan Amendment/Zoning By-law Amendment			Single family lot Highway 35 Fenelon Township (1 lot)			12-Aug-2020					
Official Plan Amendment/Zoning By-law Amendment			Royal Cedar Road in Somerville (Lot line adjustment)			12-Aug-2020					

Official Plan Amendment/Zoning By-law Amendment	1220 Highway 7, Mariposa		Creating a single family lot at 1220 Highway 7 in Maripossa (1 lot)	8-May-2020	13-Jul-2020	12-Aug-2020					Completed.
Official Plan Amendment/Zoning By-law Amendment	126 & 130 Lindsay St, Fenelon Falls & 573 KL Rd 121, Fenelon	Bob Clark - Clark Consulting Services	Fenelon Falls Home Hardware expansion (3,067 sq m)	25-May-2020	13-Jul-2020	12-Aug-2020	N/A	20-Aug-2020	27-Aug-2020	None	Completing closure letter
Official Plan Amendment/Zoning By-law Amendment	1095 White Rock Road, Mariposa	Bedard Sand & Gravel Ltd.	Proposed quarry		13-Jul-2020	12-Aug-2020					Referred back to Staff
Official Plan Amendment/Zoning By-law Amendment	1015 Eldon Road	Bruce Vandenberg	Single family lots in Oakwood (4 lots)	23-Jul-2020	11-Aug-2020	2-Sep-2020	7-Oct-2020	20-Oct-20			
Official Plan Amendment/Zoning By-law Amendment	112 Kirkfield Road, Eldon	Yates	Accessory dwelling 112 Kirkfield Road (1 unit)		10-Aug-2020	2-Sep-2020		15-Sep-2020	23-Sep-2020		By-law referred to Council
Official Plan Amendment/Zoning By-law Amendment	Blk. C, Plan 507, Westview Dr.	Rowles	Single family lot in Westview Emily Township (1 lot)		10-Sep-2020	7-Oct-2020					Referred back to Staff
Official Plan Amendment/Zoning By-law Amendment	128 Curls Road, Laxton		Recognizing an existing use 128 Curls Road, Laxton (1 lot)	7-May-2020	11-Aug-2020	2-Sep-2020	2-Sep-2020	20-Oct-2020			
Official Plan Amendment/Zoning By-law Amendment	6 Glenelg Street W., Lindsay		Severing a residential lot from a office building 37 Lindsay Street South Lindsay (1 lot)		10-Aug-2020	2-Sep-2020		15-Sep-2020	23-Sep-2020		By-law referred to Council
Official Plan Amendment/Zoning By-law Amendment	438 St Mary's, Manvers		Severing a dwelling surplus to the farming operation 438 St Mary's Manvers	19-May-2020	6-Aug-2020	2-Sep-2020					By-Law within Appeal period
Official Plan Amendment/Zoning By-law Amendment	460 Thunder Bridge Rd, Lindsay	Michael Testaguzza - Biglieri Group Ltd.	Ibrans OP, Zoning amendment and phase 1 Subdivision Plan (approximately 330 residential units of the total of 1800 residential units proposed.			4-Nov-2020					
Official Plan Amendment/Zoning By-law Amendment	136 Talbot River Road, Eldon	Kirkfield Lake Resort Inc. (Cabinscape)	Temporary use bylaw for 5 commercial cabins (until September 15, 2023)	10-Aug-2020	12-Aug-2020	2-Sep-2020	Direct to Council	15-Sep-2020	23-Sep-2020		
Official Plan Amendment/Zoning By-law Amendment	914 Centre Line Road, Emily		On Farm diversified use (truss manufacturer) (600 sq m)		11-Aug-2020	2-Sep-2020					

Official Plan Amendment/Zoning By-law Amendment	64-66 Willam Street North, Lindsay	EcoVue Consulting	11 storey, 207 residential units	10-Sep-2020							
Official Plan Amendment/Zoning By-law Amendment	804 Hwy 7A, Manvers	Shawn Sutcliffe (Iron Horse Ranch)	On Farm diversified use and Agri-tourism uses (gallery space, farm based ed programs, workshops, musical and artisitc performances, weddings, private parties corporate functions, etc.) (1,600 sq m)	6-Feb-2018	16-Mar-2018	11-Apr-2018	4-Jul-2018	17-Jul-2018	25-Jul-2018	Notice of LPAT Hearing to be issued post October 16, 2020	
Official Plan Amendment/Zoning By-law Amendment	804 Hwy 7A, Manvers	Shawn Sutcliffe (Iron Horse Ranch)	On Farm diversified use and Agri-tourism uses (gallery space, farm based ed programs, workshops, musical and artisitc performances, weddings, private parties corporate functions, etc.) (1,600 sq m)	6-Feb-2018	16-Mar-2018	11-Apr-2018	4-Jul-2018	17-Jul-2018	25-Jul-2018	Notice of LPAT Hearing to be issued post October 16, 2020	
Official Plan Amendment/Zoning By-law Amendment	Vacant Land on Alcorn Drive, Lindsay	Dunster Investments Inc.	Draft Plan of Subdivision for residential development (9 singles, 7 lots for semis and 12 blocks for townhouses (38 units) known as Woods of Jennings Creek, Phase 2	5-Jun-2017	8-Jun-2017	5-Jul-2017					Application on hold pending sale of property
Official Plan Amendment/Zoning By-law Amendment	Vacant Land on Ski Hill Road, Emily	Jules and Ann Sobrian (Omemee Country Inn	2 Phased development for a country inn establishment with Phase 1 being 929 sq m inn with 14 guest rooms, 150 person conference/event room. Phase 2 being 1,858sq m lodge with 30 guest rooms and 2 additional conference rooms.	6-Jan-2016	12-Feb-2016	9-Mar-2016	11-May-2016	24-May-2016	1-Jun-2016	Minutes of Settlement circulated	Minutes of Settlement have not been agreed to; not with CKL
Official Plan Amendment/Zoning By-law Amendment	Vacant Land on Ski Hill Road, Emily	Jules and Ann Sobrian (Omemee Country Inn	2 Phased development for a country inn establishment with Phase 1 being 929 sq m inn with 14 guest rooms, 150 person conference/event room. Phase 2 being 1,858sq m lodge with 30 guest rooms and 2 additional conference rooms.	6-Jan-2016	12-Feb-2016	9-Mar-2016	11-May-2016	24-May-2016	1-Jun-2016	Minutes of Settlement circulated	
Official Plan Amendment/Zoning By-law Amendment	344 Old Mill Road, Manvers	EcoVue Consulting (Riwoche)	Proposed religious educational centre with accommodation and place of worship		19-Aug-2019	19-Sep-2019					Referred back to Staff
Official Plan Amendment/Zoning By-law Amendment	N/S Thornhill Rd, Lindsay	Fieldgate Commercial	Midrise in Lindsay behind Loblaws (220 units)		N/A						
Official Plan Amendment/Zoning By-law Amendment	63 North Bayou Rd	Red Boehm	Rezoning to permit single family dwelling	12-Jul-2017	21-Aug-2017	13-Sep-2017					Waiting on applicant to satisfy KRCA concerns due to floodplain
Official Plan Amendment/Zoning By-law Amendment	174 Highway 7A	DM Wills	Permit contractor's yard and establish site and development standards	5-Oct-2020	9-Oct-2020	4-Nov-2020					
Official Plan Amendment/Zoning By-law Amendment	W/S Angeline St N, Lindsay	Michael Bissett - Bousfields Inc	Rezone lots in CIC Development (Ravines of Lindsay) for additional lot coverage	12-Aug-2020	12-Aug-2020	2-Sep-2020	N/A	15-Sep-2020	23-Sep-2020		Notice of decision
Official Plan Amendment/Zoning By-law Amendment	487 KL Rd 36, Lindsay	Tony Gallo	Kawartha Enterprises hotel on 36		N/A	N/A	N/A	N/A			Waiting for new submission

Official Plan Amendment/Zoning By-law Amendment	7843 Hwy 35, Laxton	8536945 Canada Inc	Gas bar, restaurant, and dwelling unit		N/A	N/A	N/A	N/A			On hold at request of applicant - working with MTO re left turn lane
Official Plan Amendment/Zoning By-law Amendment	89 Prince St W, Bobcaygeon	Darryl Tighe - Landmark Associates	Kawartha Dairy Manufacturing Expansion	1-Jun-2017	N/A	N/A	N/A	N/A			On hold at request of applicant
Official Plan Amendment/Zoning By-law Amendment	30 King St E, Bobcaygeon	Scott Nichol	Old Dog Brewery	3-Nov-2017	N/A	N/A	N/A	N/A			5th reiteration of agreement circulated for signatures - due to applicant not properly executing agreement
Official Plan Amendment/Zoning By-law Amendment	171-183 Kent St W, Lindsay	APT Kent Street Properties	The Grand rebuild		N/A	N/A	N/A	N/A			On hold at request of applicant
Official Plan Amendment/Zoning By-law Amendment	N/S Colborne St W, Lindsay	Michael Fry - D.G. Biddle	Craft Commercial Phase 1		N/A	N/A	N/A	N/A			
Official Plan Amendment/Zoning By-law Amendment	563 KL Rd 121, Fenelon	Tracy Tucker - IBI Group	Canadian Tire Fenelon Falls Expansion		N/A	N/A	N/A	N/A			On hold at request of applicant
Official Plan Amendment/Zoning By-law Amendment	552 Eldon Rd, Mariposa	M.V. Wilson Engineering	Mariposa Fire Hall		N/A	N/A	N/A	N/A			Drawings approved Sept 18, 2020 - to be signed
Official Plan Amendment/Zoning By-law Amendment	130 Joseph St, Lindsay	Aldo Mirigello - Kingsmen Group	Craft sales pavillion		N/A	N/A	N/A	N/A			Drawings signed August 26, 2020
Official Plan Amendment/Zoning By-law Amendment	35 Brook St, Ops	Tom deBoer - TD Consulting	Deer Run trailer park expansion Phase 1		N/A	N/A	N/A	N/A			
Official Plan Amendment/Zoning By-law Amendment	1590 Elm Tree Road, Ops	Emma Drake - D.M. Wills and Associates Ltd.	Marquis Trucking relocation and expansion	20-Jul-2020	6-Aug-2020	2-Sep-2020	7-Oct-2020				By-laws uploaded to sharepoint
Official Plan Amendment/Zoning By-law Amendment	1067 Tracey's Hill Road, Emily	Emma Drake - D.M. Wills and Associates Ltd.	Rezoning prior to a lot addition	20-Jul-2020	10-Sep-2020	7-Oct-2020					By-law uploaded to sharepoint

Official Plan Amendment/Zoning By-law Amendment	151 Peniel Road, Mariposa	Ronald and Lynda Hamilton	Application # 1 - To rezone severed lands to rural residential zone and modify accessory building lot coverage.								
Official Plan Amendment/Zoning By-law Amendment	151 Peniel Road, Mariposa	Ronald and Lynda Hamilton	Application #2 - To rezone severed lands and modify accessory building lot coverage.								
Official Plan Amendment/Zoning By-law Amendment	12 Lake Street, Bexley	Michael Busche	Application for deeming by-law with accompanying minor variance application.								
Official Plan Amendment/Zoning By-law Amendment	8 Mitchell Drive, Emily	Francis Wilbur, EcoVue Consulting Services	Rural Special Policy Area to allow Mitchell Residential Development proposal for creation of 7 dwelling units in Rural designation.								
Official Plan Amendment/Zoning By-law Amendment	7 Copes Lane, Bexley	Garry James	Rezoning from RG to RR3 to facilitate a condition of Consent (lot addition)	2-Nov-20	2-Nov-20	2-Dec-20					

General Info				Milestones						Additional Info
	Address	Applicant	Description of the Proposal	1st Agency Circulation	2nd Agency Circulation	3rd Agency Circulation	Director's Approval	Draft SP Agreement Circulation	Agreement Registered	Planner Notes
Site Plan	106 Murray St, Fenelon Falls		Midrise building 106 Murray Street in Fenelon Falls (30 affordable residential units)							
Site Plan	Chadwin Drive, Lindsay	Sunray Group (2607226 Ont Inc.)	Midrise building on Chadwin Drive, Lindsay on the Old Fair Ground (114 residential units)	12-Dec-20	19-Oct-20					
Site Plan	N/E Barron Blvd and Simpson Road (extension), Lindsay	405 St. David Street Investments Inc.	Cluster villa North east quadrant of Lindsay (56 residential units)	1-Nov-19						Application on Hold pending Sale of Company. New Owners to Advise
Site Plan	37 Adelaide St N, Lindsay	MTCO Holdings	Mid rise building on Adelaide Street North, Lindsay (176 senior residential units)	10-Mar-20	17-Aug-20					
Site Plan		Canal Lake Waterfront Developments Inc.	Seasonal residential development Centennial Park Road in Eldon Township (41 Condominium units)	3-Sep-20						
Site Plan	Thornhill Road, Lindsay	Fieldgate Commercial	Midrise in Lindsay behind Loblaws (220 units)	3-Sep-20						1st circ comments sent to proponent, waiting on 2nd sub. No comments from peer-review noise study yet.
Site Plan	74 Colborne Street E., Lindsay	Steve Corley	Commercial storage units Colborne Street East in Lindsay (1,171 sq.m)	22-Aug-19	5-May		15-Sep	Aug-20	22-Sep	
Site Plan			Development on Colborne Street and Highway 35 in Lindsay for a total of (16,858 sq.m) (Craft)							
Site Plan	354 Angeline Street South, Ops	Lindsay Agricultural Society	To construct a RV campground for 95 sites with registration building, office and store (208 sq m) and comfort station (145 sq m)	30-Apr-20						
Site Plan	804 Hwy 7A, Manvers	Shawn Sutcliffe (Iron Horse Ranch)	On Farm diversified use and Agri-tourism uses (gallery space, farm based ed programs, workshops, musical and artisitc performances, weddings, private parties corporate functions, etc.) (1,600 sq m)	24-Jan-19	4-Jun-19					Site Plan Agreement is prepared and agreed to; file being held in abeyance pending LPAT Decision
Site Plan			Storage Units on 396 Kawartha Lakes Road 36 Ops Township (507 sq m)	17-Jun-20						
Site Plan	Angeline Street South, Lindsay		Proposed hotel (76 hotel rooms)							
Site Plan	203 St. David Street, Lindsay	Scugog Industrial Inc.	1-storey multi-unit warehouse building with accessory office space with a total gross floor area of 3,768.53 sq. m.	30-Apr-20	28-Sep-20					2nd Submission: Comments due: 16-Oct-20
Site Plan	33 Victoria Avenue South, Lindsay	1185512 Ontario Ltd.	6 storey condominium apartment building with 104 residential units	Feb-12		Feb-19				Waiting for revised submission
Site Plan	2385 Glenarm Road, Fenelon Twp	2274919 Ontario Inc.	328.5 sq.m. commercial building to house a 139.5 sq.m. convenience store together with a 189 sq.m. Tim Horton's with eat-in restaurant and drive-thru component. In addition, the applicant is proposing to install 5 pump stations with a 228.8 sq. m. overhead gas canopy.					November 7, 2019 and no subsequent response.		
Site Plan	21 Angeline Street North, Lindsay	Community Care City of Kawartha Lakes (CCCKL)	1,485 sq.m. office building offering client services as well as on-site works, off-site works will include storm sewer and sanitary forcemain works in the Angeline Street allowance.					29-Jan-20		

Site Plan	563 Kawartha Lakes 121, Fenelon Twp.	Canadian Tire Fenelon Falls	Amending Agreement to construct a 2,460.0 sq.m. addition to the existing 1,717 sq.m. retail store. The garden centre will be reduced and relocated to the eastern portion of the property, and the motor vehicle repair centre is increased with two new service bays.							
Site Plan	40 Mary Street, Omemee	Green Eden Developments Limited	Residential project including 18 semi-detached units and a low-rise apartment building with 12 units	12-Nov-14	24-Jun-15	20-Apr-16				The applicant is working towards Phase 1 site plan approval for filling only and will enter into a design and construction agreement with the City for the long water main connection.
Site Plan	123 East Street, Bobcaygeon	City of Kawartha Lakes	Addition to Bobcaygeon Municipal Service Centre for library and offices	20-Nov-20						1st circ underway.
Site Plan	Site Plan Exemption, Fenelon Falls Salvation Army 42 Bond Street West	Ted Handy and Associates Inc. Architect	Entry vestibule.							
Site Plan	Site Plan Exemption, 1302 North Bay Drive	Houston Marine Systems	Expansion for indoor storage areas.							

General Info				Milestones								Additional Info
	Address	Applicant	Description of the Proposal	Deemed Complete	Agency Circulation	Public Meeting Notice	PAC - Public Meeting	PAC - Regular Meeting	Draft Approval	Draft Agreement Circulation	Final Plan Registered	Planner Notes
Subdivision & Condo	Future Horizon Court and Country Place, Bethany	Woodland Hills Community Inc.	Final phase of draft approved plan of subdivision for 35 single detached lots	N/A	N/A	16-Jul-20	12-Aug-20	Council approved oin August 20, 2020	Draft plan condiitons being amended based on new zoning	15-Oct-20		Working towards subdivision agreement
Subdivision & Condo	405 St. David Street, Lindsay	405 St. David Street Investments Inc.	Draft Plan of Subdivision for residential development (9 lots and 1 Block for multi-res for 65 units)									
Subdivision & Condo	Vacant Land on Lindsay Street North, Lindsay	2573532 Ontario Inc.	Draft Plan of Subdivison for residential townhouse block development (152 units to be created by lifting Park Lot Control on the Blocks)	4-Mar-19	24-Apr-19	8-May-19	5-Jun-19	4-Dec-19	10-Dec-19			
Subdivision & Condo	Vacant Land on Lindsay Street North, Lindsay	2573532 Ontario Inc.	Draft Plan of Common Element Condominium for common elements to support residential townhouse development (152 units)	4-Mar-19	24-Apr-19	8-May-19	5-Jun-19	4-Dec-19	10-Dec-19			
Subdivision & Condo	Vacant Land on Centennial Park Road, Eldon	Canal Lake Waterfront Developments	Draft Plan of Vacant Land Condomimui for Seasonal residential development (41 Condominium units)		30-Apr-10	May 3, 2010 and January 11, 2011 for revised application	9-Feb-11		16-Aug-11	Draft agreements are out for legal review		Site Plan Agt and Servicing Agt currently being drafted; CKL not party to Condo Agt
Subdivision & Condo	Vacant land on Alcorn Drive, Lindsay	Dunster Investments Inc.	Draft Plan of Subdivision for residential development (9 singles, 7 lots for semis and 12 blocks for townhouses (38 units) known as Woods of Jennings Creek, Phase 2	5-Jun-17	7-Jun-17	8-Jun-17	5-Jul-17					File on hold pending sale of property
Subdivision & Condo	Vacant land on Sturgeon Point Road, Fenelon	2185396 Ontario Inc. /Sturgeon Lake Club	Draft Plan of Vacant Land Condominium for residential development (16 units)						21-Dec-18			
Subdivision & Condo	NW Corner of Front and West Streets, Bobcaygeon	2212749 Ontario Inc. Now Best Homes	Draft Plan of Subdivison with 221 single detached units and 40 townhouse units	N/A	N/A	N/A	N/A	N/A	22-Mar-11	Draft subdivison agreement proceeding to December 2, 2020 PAC for endorsement		Applicant proceeding towards subdivision agreement
Subdivision & Condo	Extension of Pearson Farms Subdivision	J. Stollar Construction Limited	Draft Plan of Subdivison with 161 single detached units and 16 townhouse units (Pearson Farms Phase 5)	Nov-10	Novemebr 10, 2010	Janurary 17, 2011	9-Feb-11	6-Jul-11	Draft Approved by OMB on November 8, 2017			
Subdivision & Condo	Extension of conditions of Draft Plan Approval, Walden Farm, Ops	J. Kent Randall, EcoVue Consulting										
Subdivision & Condo	Islandview Estates Subdivision	Aspire Sturgeon Developments Inc.	Registered Plan of Subdivision 57M-836	N/A	N/A	N/A	N/A	26-May-20	N/A	August, 2020	N/A	Revisions to the Subdivision Agreement and a Condominium Agreement are required to facilitate the development of the subdivision
Subdivision & Condo	8 Mitchell Drive, Emily	Francis Wilbur, EcoVue Consulting Services.	Rural Special Policy Area to allow for creation of 7 lots in Rural Designation.									

General Info										
	Address	Applicant	Owner	Description of the Proposal	Date Received	Deemed Complete	Advertising/Circulation Date	Staff Recommendation	Decision Letter	Planner Notes
Consent	102 Angeline Street South	Dale Piggott	Dale, David, Timothy and Gregory Piggott	Transfer to create a new lot. (Revival of 2010 application)	21-Oct-20					
Consent	77 Cross Creek Road	Reesor		Surplus farm dwelling severances		6-Nov-15	11-Feb-16			Applicant-requested deferral.
Consent	CKL Road 49	Bevand		Lot creation		28-Jul-17	9-Nov-17			Advertised
Consent	Durham Street East	TD Consulting Inc.		Lot Creation		19-Dec-18	28-Feb-19			Writing repot.
Consent	93 & 95 Francis Street	Young		Lot line adjustment		27-Nov-19	12-Dec-19	2-Sep-20		Provisional consent granted. Fulfilling conditions
Consent	34 Arbour Street	Janet McLean	Janet and Barry McLean	Lot line adjustment, relocation of easement		29-Nov-20	12-Dec-19	24-Sep-20	19-Oct-20	Provisional consent granted. Fulfilling conditions
Consent	1491 Glenarm Road	Webster		Lot Creation		5-Feb-20	25-Jun-20			writing report
Consent	1491 Glenarm Road	Webster		Lot Creation		5-Feb-20	25-Jun-20			writing report
Consent	67 Valley Road	DC Planning Services		Surplus farm dwelling severance		5-Feb-20	25-Jun-20			writing report
Consent	166-168 Francis Street	Jackett		Lot line adjustment		10-Feb-20	25-Jun-20			writing report
Consent	Francis Street	Taggert & Jackett		Lot line adjustment		10-Feb-20	25-Jun-20			writing report
Consent	114 Queen Street	Farquar		Lot creation		13-Feb-20	25-Jun-20			writing report
Consent	Front Street W	West Homes Inc.		Easement		27-Feb-20	25-Jun-20			writing report
Consent	93 Poulson Road	Poulson		Lot line adjustment		5-Mar-20	25-Jun-20			writing report
Consent	Mount Horeb Road	Wards Lawyers PC		Lot line adjustment		21-May-20	6-Aug-20			writing report
Consent	846 Indian Point Road	DC Planning Services		Lot line adjustment		4-Jun-20	6-Aug-20			writing report
Consent	26 & 28 Sanderling Court	Henry, Brasier		Lot creation		4-Jun-20	6-Aug-20			writing repot
Consent	855 Post Road	DC Planning Services		Surplus Farm Dwelling severance		4-Jun-20	6-Aug-20			writing report
Consent	6 Flint Street	Shedden Canada Holdings		Easement for ROW in favour of 10 Flint Street		16-Jun-20	6-Aug-20			writing report
Consent	702 Golf Course Road	Clark Consulting Services Inc.		Surplus farm dwelling severance		16-Jun-20	6-Aug-20			writing report
Consent	332 County Road 46	Archer (Clark Consulting)		Surplus farm dwelling severance		16-Jun-20	6-Aug-20			writing report
Consent	88 Centreline Road	Caton (TD Consulting)		Rural Severance associated with OPA & ZBA		16-Jun-20	6-Aug-20			writing report
Consent	865 Meadowview Road	Miles		Lot Creation		9-Jul-20	6-Aug-20			Provisional consent granted. Fulfilling conditions
Consent	763 County Road 46	Holcrest Farms		Surplus farm dwelling severance		27-Nov-19	12-Dec-19			writing report
Consent	Four Points Harvest Road	Brittain (Coe Fisher Cameron OLS)		Lot line adjustment for agricultural lands		24-Jul-20	29-Oct-20			advertised
Consent	252 Hwy 7A	Youngfield Farms		Surplus farm dwelling severance		26-Jul-20				deemed complete
Consent	887 & 895 Highway 7	DC Planning Services	Bailey	Validation of title		30-Aug-20	29-Oct-20			Advertised
Consent	385 Eden Road	DC Planning Services	Davidson	Surplus farm dwelling severance		13-Aug-20	29-Oct-20			Advertised
Consent	39 Elliot Street		Wilcox	Lot line adjustment		31-Aug-20				deemed complete

Consent	288 Bethany Hill Road	Youngfield Farms Ltd.		Sever surplus dwelling to be consolidated with abutting non-agricultural parcel.		Yes				deemed complete
Consent	288 Bethany Hill Road	Youngfield Farms Ltd.		Sever surplus dwelling to be consolidated with abutting non-agricultural parcel.		yes				deemed complete
Consent	511 Emily Park Road	Emily Cemetery (D. Lennox)	McKendrick	Lot addition.		Yes	29-Oct-20			advertised
Consent	2126 County Road 36	Parkbridge Lifestyle Community (M. Miller)		Creation of new lot.		Yes	29-Oct-20			advertised
Consent	308 Cross Creek Road	Roberta Perdue	Jane and Paul McCabe	Lot addition.		yes				deemed complete
Consent	14 Lawson Court	Victoria and Zeljko Vinkovich		Creation of a new lot.						
Consent	Vacant Land, Valley Road/Scenic Hill	Victoria Vinkovich	Charlotte Mustard	Easement						
Consent	92 Queen Street	2554761 Ontario Inc. and John Robert Barrett		Validation of title; no transfer involved.						
Consent	170 William Street	R. Lee Beamish	Patricia Jarvie and R. Lee Beamish	Transfer to create a new lot. (Variance submission D20-2020-044 in abeyance.)						
Consent	1067 Tracey's Hill Road	Emma Drake, D. M. Wills Associates	Peter Downey	Lot addition to convey lands to abutting parcel at 1179 Tracey's Hill Road. Application for zoning by-law amendment 2020-101 (D06-2020-022) relates to consent and was approved by Council on October 20, 2020.	26-Oct-20					deemed complete
Consent	812 Indian Point Road and 8 Shields	Doug Carroll (DC Planning Services Inc.)	David James Smith & Axel Rasmussen	Lot consolidation to convey lands to two abutting parcels (See D20-2020-038 for 8 Shields)	7-Oct-20	30-Oct				deemed complete
Consent	145 Grass Hill Road	Ralph and Norma MacEachern	Ralph and Norma MacEachern	Transfer to create a new lot.	16-Oct-20	27-Oct-20				deemed complete
Consent	81 Laird Drive	Garth Lee Whitford	Nancy Lee Hazel-Youssell	An easement.	28-Oct-20					
Consent	210 and 212 Sturgeon Glen Road	HGR Graham Partners LLP	Gary and Mary Tew	Correction of title.	30-Oct-20					

General Info																
Pre-Screening								Variance								
	Address	Applicant	Owner	Description of the Proposal	File Setup Date	Summary Sent	Planner Notes		Address	Applicant (if different)	Owner (if different)	Description of the Proposal (if different)	File Setup Date	Advertising/Circulation Date	Meeting Date	Planner Notes
Minor Variance									563 County Road 121			Canadian Tire expansion in Fenelon Falls for (3,647 sq.m)				
Minor Variance	15 Palmer Ave	Timms		Recognizing Home Business in Detached accessory Structure (Enforcement)	9-Jan-20		Prescreening done; site visit 09/11/20. Determined to be a rezoning application.									
Minor Variance	107 Stewart's Road	Edwards		Accessory storage building/pumphouse (Enforcement)	17-Jan-20		Applicant to relocate and revise proposal to boathouse; file closed									
Minor Variance	21 Propp Drive	Gauthier		Construct an addition and 3-car garage	29-Jan-20		27-Oct-20 - Awaiting revised proposal and elevations									
Minor Variance	1193 Salem Road	Davis		Detached garage within front yard. Height & front yard setback.	28-Jan-20		Awaiting revised proposal									
Minor Variance	3248 Monck Road	Rausch		Dwelling, structures within WDS Buffer	27-Feb-20		Elevated to Preconsultation									
Minor Variance	120 Charlore Park Drive	Wood		Detached garage (changing to attached)	27-Feb-20		27-Oct-20 - 2nd Review Notes submitted									
Minor Variance	22371 Simcoe St	Keeler		Pole Barn within EP Zone	5-Mar-20		Awaiting LSRCA site visit									
Minor Variance	38 Lambs Lane	Bevilaqua		Addition to existing cottage and detached garage	12-Mar-20		27-Oct-20 - Applicant has sold property; close file.									
Minor Variance									63 North Taylor Road	Strongman Surveying	Ullah	Front yard setback reduction for dwelling	2-Mar-20	1-Oct-20	15-Oct-20	Deeming by-law required
Minor Variance	44 Manor Road	Lee		Detached garage within front yard too close to road	15-May-20	7-Oct-20	Title Issue to first be rectified with Realty Services									
Minor Variance	155 Springdale Drive	Balram	Balram	Covered deck with sunroom	28-May-20	27-Oct-20	Owner to confer with Building Division re code requirements and update application.									
Minor Variance	69 Pinewood Crescent	Schaafsma		Garage with reduced setbacks	26-Jun-20		Site visit conducted. Owner informed that cannot support unless there is sufficient setback from west lot line. Owner to confirm lot line location and will re-initiate contact if there is sufficient room.									
Minor Variance	1419 Killarney Bay Road	Barrese		Two storey deck. EP and water setbacks.	3-Jul-20		Awaiting staff review; site visit done									
Minor Variance	636 Drum Road	Baskerville		House Addition	7-Jul-20		Awaiting staff summary		636 Drum Road							

Minor Variance	5 Ripple Street	Golia		Boathouse with reduced side yard setback	12-Aug-20		Site visit conducted; lot drainage and grading plan needed if not obtaining letter for TSW								
Minor Variance								Sugar Bush Trail	Wilkinson		New Home	27-Feb-20	1-Oct-20	15-Oct-20	Decision made at previous COA
Minor Variance	231 Corbett Drive	Brown		Reduced front yard setback for garage	19-Feb-20		Prescreening Aug 6	231 Corbett Drive	Brown		Detached garage	14-Aug-20		17-Sep-20	
Minor Variance								Church Street	Napa Valley		New single detached dwelling with garage	14-Feb-20		17-Sep-20	
Minor Variance								17 Gardiner Shore Drive	Martinsons, Turlyo		Detached Garage close to road	25-May-20		19-Aug-20	DONE
Minor Variance								216 Hickory Beach Road	Duff		Detached garage in front yard	24-Jan-20		19-Aug-20	
Minor Variance								8 Edward Street	Deegan		Enclosed Porch in Rear Yard	3-Feb-20		19-Aug-20	
Minor Variance								101 Juniper Street	Chartier, Richard		House Addition	3-Jul-20	3-Sep-20	17-Sep-20	
Minor Variance								93 Cresswell Road	Beacock		Reduced Front Yard for covered porch	30-Jun-20		19-Aug-20	
Minor Variance								15 Rockway Trail	Barbosa		Detached garage exceeding max height	17-Jan-20		19-Aug-20	Application Denied; no appeals
Minor Variance	64 Iris Drive	Sansanwal		Reduced Front Yard, Accessory St.	28-May-20		Prescreening July 28, 2020	64 Iris Drive	Sansanwal		New Detached garage, Accessory Structures	11-Aug-20		15-Oct-20	
Minor Variance	95 Kenedon Drive	Holly Richards-Conley	Selke	Addition, Shed				95 Kenedon Drive	Holly Richards-Conley	Selke	Addition, Shed	3-Jul-20	3-Sep-20	17-Sep-20	
Minor Variance								Burnt River Road	Tom deBoer	Sheehey	Undersized lot and house	23-Jul-20	3-Sep-20	17-Sep-20	
Minor Variance								152 Island Drive	Tom deBoer	Cook	House Addition, Shed	29-Jul-20	3-Sep-20	17-Sep-20	
Minor Variance	144 Ball Point Rd.	Cowan		Addition to existing cottage	3-Jul-20		October meeting	144 Ball Point Road	Eisemann/Cowan	Cowan	Addition to existing cottage	25-Aug-20		15-Oct-20	
Minor Variance	93 Kenedon Drive	Twiselton	Ron Freer	Sunroom, Shed(s)	4-Feb-20	15-Jun-20	Revisions to application to address sheds.	93 Kenedon Drive	Ron Freer. Kevin Duguay as advisor	Twiselton	Sunroom, shed(s)	24-Aug-20	12-Nov-20	26-Nov-20	Proceeding to Nov 26 meeting
Minor Variance	106 French Settlement	Quinn		New single detached dwelling with 2-car garage and open/enclosed decks	30-Jul-20		Prescreening Aug 14	106 French Settlement	Quinn		New single detached dwelling with garage and decks	28-Aug-20		17-Sep-20	
Minor Variance								25 Manor Road	Glenn Wilcox	Campkin	Variance to setbacks and coverage for replacement of carport.	TBD			Incomplete application; application returned.
Minor Variance	12 Treewood Lane	Hoag	Thornbury/Walker	Exterior side yard reduction.				12 Treewood Lane	Brian Hoag	Thornbury/Walker	Replacement dwelling	9-Sep-20		15-Oct-20	Deeming By-law required
Minor Variance	100 Leslie Frost Lane	Jarvie	Jarvie	House renovation	31-Jul-20	25-Sep-20	Site visit conducted.	100 Leslie Frost Lane	Jarvie	Jarvie	Second storey addition and covered porch.	29-Sep-20	1-Oct-20	15-Oct-20	Decision made at previous COA
Minor Variance	82 Sturgeon Glen Road		Filipelli	Detached garage exceeding 5 m	2-Sep-20		Awaiting staff review								
Minor Variance	121 Grassy Road	Holly Richards-Conley	Haldane	Farm storage building with office	12-Aug-20		Site visit conducted								
Minor Variance	134 Starr Boulevard	Neal	Neal & La Porte	Multple decks within water setback	14-Aug-20	13-Nov-20	Prescreening Meeting Nov. 13/2020; Should go to Jan 2021								
Minor Variance	57 Weldon Road	Sweet		Detached garage exceeding max height	12-Mar-20		November 5 meeting	57 Weldon Road	Sweet		Variance of .42 metres from height provision for accessory buildings	14-Oct-20	22-Oct-20	5-Nov-20	Photos of shed removal required
Minor Variance								55 Sugar Bush Trail		Rob and Lois Louttit	Construction of dwelling with reduced minimum interior side yard.	19-Oct-20	22-Oct-20	5-Nov-20	
Minor Variance	18 Westlake Court	Watson & Broderick		Detached garage in front yard	14-Aug-20		Awaiting Formal submission	18 Westlake Court				11/2/2020			
Minor Variance	121 Island Drive	Brown & Lydford		Deck within water setback (Enf)	3-Sep-20		Site visit conducted								

Minor Variance	15 Lila Court	Inkersell & Battersby		Building within water setback	16-Sep-20		Researching historic variance								
Minor Variance	7684 Highway 35	McCarthy		Detached garage exceeding 5 m		26-Oct-20	Advised of height requirements								
Minor Variance	91 Fleetwood Road	Hartman		Detached garage exceeding 5 m			Application premature due to recent ZBA. Owner to inform whether to proceed and wait 2 yr period to apply								
Minor Variance	79 Glenelg Street	Canivet and Graham	Canivet and Graham	Enforcement; Garage addition			Awaiting staff Review								
Minor Variance	604 Long Beach Road	Brown	Allin	Detached Garage; Exceeds Lot coverage	21-Oct-20	22-Oct-20	Advised of height requirements								
Minor Variance	93 Leslie Frost Lane	Sinclair		Deck within front yard	5-Nov-20	n/a	At conclusion of meeting, owners decided not to proceed.								
Minor Variance	128 Romany Ranch Road	Card	Card	Reduced interior side yard for screened porch.	23-Oct-20		prescreening meeting Nov 12, 2020								
Minor Variance	12 Lake Street	Gusche		Reduce exterior side yard for cottage and garden shed	10-Jul-20		Awaiting Formal Submission		12 Lake Street, Bexley	Michael Gusche	Nancy Gusche	Reduction of exterior side yard for cottage and garden shed. (See also Deeming By-law application)	5-Nov-20		
Minor Variance									170 William Street North	R. Lee Beamish	Patricia Jarvie and Lee Beamish	Lot frontage 0.75 m less than required 10 m as part of consent to create new lot.	Premature and returned to applicant		Application to be returned. Premature until consent decision rendered.
Minor Variance									8 Shields Lane, Bexley	Tom deBoer, TD Consulting	David Smith		11/4/2020		
Minor Variance									19 Naylor Road, Fenelon	Emma Drake, DM Wills	W.M.T. Naylor Holdings Inc.	Reduction in the number of parking spaces from 233 to 50 for dry-land marine and reduction in number of loading spaces from 2 to 0 spaces for proposed dry-land marina.	11/4/2020		
Minor Variance	21 Ryan Road, Emily	Ann Palmer and Bryan Pierson	Bryan Pierson and Ann Palmer	For addition onto existing garager with larger size and height.											
Minor Variance									71 Perfectus Drive, Bobcaygeon	W. E. Outghtred & Associates	Kimberley Walsh	To allow a screened in porch having a setback of 13.06 m to the water and a rear yard setback of 3.64 m.	11/5/2020	11/12/2020	26/11/12 Proceeding to Nov 26 meeting
Minor Variance	22 Oakland Land, Fenelon	B. Armstrong Contacting	Jeanne Warnock	For screened in porch 13.26 m from water setback whereas 15 m required.											
Minor Variance	60 King Street East Bobcaygeon	TD Consulting	Granite Ridge Estates	Construction of SFD with ADU	21-Oct-20	5-Nov-20	Lot area not needed due to prior MV to create lot.		Vacant Land on King Street East, Bobcaygeon	Tom deBoer - TD Consulting	1447147 Ontario Inc.	Front and rear yard setbacks of 5.8 m, maximum lot coverage of 31.6%.	11/5/2020	11/12/2020	Proceeding to Nov 26 meeting
Minor Variance	45 Westview Road, Omemee	Loretta Wong	Bill Tai	To rebuild a deck.											

Minor Variance	26 Beach Road, Ops	Olga Gold	Olga Gold	To build covered porch and entrance.												
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General Info				Milestones									Additional Info
File #		Applicant	Description of the Proposal	Application Submission	Agency Circulation	Public Meeting Notice	PAC - Public Meeting	PAC - Regular Meeting	Approved by Council	Notice of Decision	Last Appeal Date	Appeal Status	Planner Notes
Multiple	Policy and Special Projects	City	CKL OP & Secondary Plan Appeals	N/A	N/A	Multiple	Multiple	Multiple	21-Sep-2010	17-Jan-2012	6-Feb-2012	LPAT Phase 1 (of 8) Hearing January 4, 2021	
D00-99-007	Policy and Special Projects	City	Aggregate Policy Review	2019 Q1	14-Jun-2019	5-Sep-2019	9-Oct-2019						Recent Provincial policy changes necessitate further revision to draft
D00-99-003	Policy and Special Projects	City	Source Water Protection	2019 Q1	18-Sep-2020	1-Oct-2020	4-Nov-2020		17-Nov-2020	26-Nov-20	16-Dec-2020		
D00-99-032	Policy and Special Projects	City	Additional Residential Units	2020 Q2	2020 Q3	1-Oct-2020	4-Nov-2020 and 2-Dec-2020		Intended for December 15, 2020 Council Meeting			Exempt from appeal	
D00-99-024	Policy and Special Projects	City	Tree Preservation	2019 Q2	30-Sep-2020								
D00-99-001	Policy and Special Projects	City	Growth Management Strategy	2020 Q3									Terms of Reference drafted 2020 Q1
D00-99-033	Policy and Special Projects	City	Commercial Policy Review	2020 Q4									
D00-99-010, D00-99-017	Policy and Special Projects	City	Municipal Comprehensive Review	Launch follows GMS									
	Policy and Special Projects	City	Rural Zoning By-law Review	Project Initiated May 2019	Technical Advisory Commttee Meeting September 25 / 19	Public Open Houses Coboconk Sept 14 / 19 Downeyville Sept 18 / 19	Consultation Strategy Paper October 2019	Draft Discussion Paper January 2020	Task Force meeting November 23, 2020				
D00-99-022	Policy and Special Projects	City	Liquidiation Sales ZBA	N/A	N/A	1-Oct-2020	4-Nov-2020		17-Nov-20	26-Nov-20	16-Dec-2020		Appeal period open
	Policy and Special Projects		MOU with CAs										
	Policy and Special Projects	City	Cannabis regulations			Q1 2021							Writing Report

Concierge Pilot Program Backgrounder

Name: Pilot Concierge Program

Pilot End Date: 9 months from commencement to allow for development applications to go through the site plan control process

Program Criteria: Applications will qualify for the pilot program if they meet a number of criteria which establish them as ideal candidates for the program.

The pilot will focus on applications in the site plan approval phase. Focussing on applications in the site plan approval process will ensure that projects are viable and allow the Economic Development Officer (EDO) acting as the concierge to focus on getting projects over the line to construction.

Projects should have an identifiable impact on local economic development and growth. The types of developments which could fulfil this criterion include:

- Local business expansions
- New businesses and/or industrial development which align with the five key local economic development sectors (manufacturing, engineered products, agriculture, arts/culture/heritage, and tourism)
- Large scale residential development
- Other projects which have an identifiable economic impact

The decisions regarding which projects should be included as part of the pilot program should be made together by Planning and Economic Development. Ideally, this will be the EDO acting as the concierge in conjunction with the Development Planning Supervisor with input from the Managers of Planning and Economic Development.

Prioritizing projects in this way is supported by the Economic Development Strategy 2017-2022, which outlined as an action item the development of a business pilot program focussing on business expansion and start up. This project, however, focusses only on the development application aspect of business growth.

Program Overview:

The pilot program responds to the direction from the Economic Recovery Task Force aimed at stimulating the local economy in its recovery from the COVID-19 pandemic. One of the areas of focus for stimulus was the development sector and streamlining the approvals process for development applications. The goal of this program is to assist applicants going through the site plan approval process by piloting their application in order to shorten the timeline in which these types of applications are approved.

At the beginning of the pilot, the EDO acting as the concierge and the Development Planning Supervisor will identify existing applications which should be included in the program on the basis of the criteria outlined above. The EDO will reach out to existing applicants in the site plan approval phase to initiate a point of contact and introduce the concierge program. New applicants which are deemed suitable for the program will be provided with the EDO's contact information and information about the role when their application is received.

The EDO will provide a point of contact for the applicant during the site plan approval process. The intention is for the EDO to act as a bridge between the applicant and the planner working on the file and to troubleshoot issues that may be occurring which are delaying the process, either on the City's side or on the applicants.

During the site plan control process, the applicant will be invited to reach out to the EDO if they have questions about the status of their application. The EDO will be able to access the application tracking spreadsheet created by Planning staff and provide updates to the applicant. The EDO will also liaise with Planning staff as necessary. The EDO will also work to encourage the applicant to submit the required documentation in a timely manner so that the application can move forward, if, for example, Planning staff advise that certain reports or studies are missing.

Evaluation Criteria:

Teamwork and communications between departments

Customer satisfaction: Measured through survey/follow up with the applicant after approval

Timelines: Measurement of length of time from submission to approval based on similar applications

Number of approved applications

The Corporation of the City of Kawartha Lakes

Planning Advisory Committee Report

Report Number ENG2020-014

Meeting Date: December 2nd, 2020

Regular Meeting

Title: Municipal Infrastructure Design Guidelines – Annual Update

Ward Number: All

Author and Title: Christina Sisson, Supervisor, Development Engineering

Recommendations:

That Report ENG2020-014, **Municipal Infrastructure Design Guidelines – Annual Update**, be received;

That Staff be directed to continue to update and to add to the information available on the City's website, including templates and details, to facilitate engineering design submissions for development; and

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

Department Head:

Legal/Other:

Chief Administrative Officer:

Background:

Further to report ENG2017-007 - Municipal Infrastructure Guidelines 2017, and subsequent annual updates, ENG2018-016 and ENG2019-016, staff are providing this annual update from the Development Engineering division for potential updates.

Rationale:

As a result of our review of the Ontario Provincial Standards (OPSS and OPSD), we note that there have been various updates to the dates of the OPSS and OPSD. These do not necessitate any changes to the City's guidelines or details. We will continue to confirm that all engineering designs submitted to the City incorporate the latest provincial standards.

There are no regulatory or legislative changes that have occurred in the last year to be reflected in the existing guidelines. We have noted that there may be a need to update for changes to the City's logo. We will update our templates and details as appropriate.

Through contact with Communications, we have confirmed we have had 19,835 total page views to the City's Planning and Development website location through this year, January 1, 2020 to November 1, 2020. Further to the extenuating circumstances this year with the pandemic, we have had great interest in our content on the website. Communications has indicated that we have had 4,747 new visits to the site and a total of 15,088 returning visits. Through our own team communications, we continue to provide linkage to our City website in our communications and the specific guidelines for use by proponents and consultants in various professional fields supporting development.

Through our own use of the guidelines and review with new employees, we have identified some typographical errors (i.e. 1500 versus 150 water testing pressure, MOE versus MOECC, etc.) and have made the amendments to reflect those corrections for 2021. In addition, we are confirming the City's requirements to include:

- Federal testing evaluation for any proposed oil and grit separator
- Final lift or top course road surface shall be comprehensive – no patching

Therefore, through our research, use of the guidelines, and in field implementation, we are confirming the efficacy, veracity, and relevance to support the development community.

Other Alternatives Considered:

Council could choose to continue with the status quo and maintain the existing guidelines without any additional review. This would not represent current and continuous support for the growth and development forecasted for the City. The City is committed to continuous process improvement and facilitation. In addition, this year's challenging times have resulted in an increased need to provide support our community.

Financial/Operation Impacts:

By having the City take an active role in reviewing infrastructure guidelines across the province and reviewing Ontario Provincial Standards and regulatory updates, the City maintains current and applicable guidelines and reduces the number of re-submissions required to ensure the engineering designs submitted meet the current standards (i.e. better customer service). Specifically, this year has been a prime example of how important it is to have the information available to customers through the virtual world.

Relationship of Recommendations to the 2020-2023 Strategic Plan:

Municipal infrastructure is renewed or constructed as part of development or the capital projects program. In addition, the shared working knowledge of the engineering review of both the development applications and the capital program provides for consistent standard work and customer service. Through the City's project management of the implementation of the municipal infrastructure, the City supports the Guiding Principles:

- Fiscally Responsible
- Open and Transparent
- Partner and Collaborate
- Service Excellence

Review of Accessibility Implications of Any Development or Policy:

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

Servicing Implications:

The development community benefits from the City providing clear and concise and current requirements for complete submissions of engineering designs. The City's servicing implications are better reviewed through complete submissions provided. Continued review and encouragement of sustainable infrastructure will

benefit the designers coming into our community with guidance, will reduce the amount of infrastructure being proposed and installed, and will better the environment (phosphorus reduction, water balance, safety measures, etc.).

Consultations:

Communications

Ministry of Transportation Library - Ontario Provincial Standards (OPSS and OPSD)

Ministry of Environment, Conservation and Parks

Department Head E-Mail: jrojas@kawarthalakes.ca

Department Head: **Juan Rojas**

The Corporation of the City of Kawartha Lakes

Planning Advisory Committee Report

Report Number ENG2020-015

Meeting Date: December 2nd, 2020

Regular Meeting

Title: Subdivision Agreement Template Updates

Description: Engineering and Corporate Assets

Ward Number: All

Author and Title: Christina Sisson, Supervisor, Development Engineering

Recommendations:

That Report ENG2020-015, **Subdivision Agreement Template Updates – Engineering and Corporate Assets**, be received;

That the City's subdivision agreement and cost estimate schedule templates be updated and amended, as outlined in Appendix A and B, respectively, to Report ENG2020-015; and

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

Department Head: _____

Legal/Other: _____

Chief Administrative Officer: _____

Background:

Further to updates recommended to the City's subdivision agreement template last year through Report ENG2019-017, we are recommending additional revisions this year as a result of the development pressures this year, the pandemic and the resulting financial challenges expressed by the development community. We are recommending revisions to the template from an engineering perspective to provide clarity and transparency in the implementation of the subdivision process.

The engineering review and compliance with the subdivision agreement is routinely and regularly undertaken in an effort to provide project management support for the development implementation.

This year, through the discussions with the Economic Recovery Task Force and the working group meetings, it was emphasized that the development of housing, both for new and relocated residents, is vital to our economic recovery and sustainability.

Rationale:

As part of the development process, engineering staff provide for the implementation of the subdivision development. Therefore, we recommend the proposed amendments in the engineering components of the subdivision agreement template. The development community requires support, especially during this unprecedented time. Clarity in the agreement facilitates the review of the agreement (during drafting and prior to registration) and the implementation of the agreement (security releases and expectations prior to assumption). Through these amendments, savings in both time and in communication transactions will facilitate the successful development and implementation.

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

- The projected length of time for completion of public services has been refined to specify all public services based on some confusion experienced by the development community.
- The construction management plan will include a schedule/timelines, communication plan, and all contact information for the parties involved in the construction process (for improved communication – both internal and external customers).
- The grading deposit proposed for vacant lots remaining after assumption is being recommended to be removed from the subdivision agreement.

Typically, developers have been requesting assumption only after all of the lots have been built out. This can lead to an elongated process to assumption of the municipal services (i.e. awaiting full build out). Following assumption, the remaining lots are lots of record and are considered as infill lots. Individual grading plans will still have to conform to the overall grading plan. In addition, through the request for annual financial updates from the developer's engineer, the City will be assured of the aggregate amount of security prior to assumption.

- Further to the update last year to include the annual updates to the City (e.g. financial securities), this requirement is being recommended as one item that could lead to default under the agreement.
- The applicable H.S.T. is recommended to be included in the cost estimate for securities, specifically the H.S.T. that is in accordance with the rebate provided to the municipality.
- The Development Charge process has been outlined in the current template to align with the current practice and policies of the City.
- The warnings clauses have been updated to include the City's noise by-law and to include wording for infiltration trenches. The infiltration trenches are being incorporated into stormwater management designs to provide some Low Impact Development opportunities and to meet pre-development water balance calculations.
- In general, the language of the agreement has included references to required communication, scheduling, and updates on financials to provide for better assurance that the development process is successfully active, is being well supported by the municipality, and that the community is appropriately informed.

Other Alternatives Considered:

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

Financial/Operation Impacts:

Clarity and transparency are required to support development and growth, especially during this pandemic year. Therefore, we are making the changes to reflect the City's component of the Harmonized Sales Tax (H.S.T.) as per the attached cost estimate template, Schedule 'D' of the subdivision agreement and attached as Appendix 'B' to this report. In addition, some line items have been added to provide clarity and to ensure the City retains sufficient securities to

reflect the outstanding deficiencies (e.g. site dewatering, restoration with connection, pond planting plan, etc.).

Relationship of Recommendations to the 2020-2023 Strategic Plan:

All development is intended to support the community and to align with the City's Strategic Priorities:

- A Vibrant and Growing Economy – construction and new housing opportunities
- An Exceptional Quality of Life – assumed infrastructure in a timely manner, including accessibility and trail connectivity
- A Healthy Environment – sediment and erosion controls and water quality
- Good Government – clarity and transparency in registered agreements

Review of Accessibility Implications of Any Development or Policy:

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

Servicing Implications:

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

Consultations:

Informal consultations for process improvement have occurred throughout the year with the various initiatives through the pandemic response and the urgency to provide housing options, specifically, the Economic Recovery Task Force, Senior Management Team members, other staff, and the development community.

Attachments:

Appendix 'A' – Draft 2021 Subdivision Agreement Template



2021 Subdivisic
A A T.....

Appendix 'B' – Draft Schedule 'D' Cost Estimate Template



Appendix 'B' - D
C

Department Head E-Mail: jrojas@kawarthlakes.ca

Department Head: Juan Rojas

Document General

Subdivision Agreement

Between

and

The Corporation of the City of Kawartha Lakes

NAME OF DEVELOPMENT
16T- xxxxx

| Dated as of _____, 2021

CITY OF KAWARTHA LAKES

SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of _____, 2021.

BETWEEN:

Hereinafter called the “OWNER”

OF THE FIRST PART

and

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Hereinafter called the “CITY”

OF THE SECOND PART

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

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

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

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

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

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 _____ (##) months* after the date of execution of this Agreement, subject to unavoidable delay and pursuant to written notification to the Director of Engineering and Corporate Assets, the installation of all of the Public Services as shown on Schedule “A-1” and as further itemized in Schedules “C” and “D” to this Agreement. All Public Services as shown on Schedules “A-1” and as further itemized in Schedules “C” and “D” shall be constructed in strict accordance with the plans and specifications approved by the Director of Engineering and Corporate Assets, or his or her designate or equivalent, hereinafter referred to as the “Director”. A paper copy and electronic copy (AutoCad and pdf) 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 all sediment and erosion control measures and measures to minimize construction mud on the roads as well as, road cleanings at the expense of the Owner. In addition, the construction management plan will outline the schedule of the installation of the Public Services, the communication plan, and the contact information for all of the parties involved in the subdivision.

b) INSPECTION

The Owner covenants and agrees to retain a competent engineer experienced in the municipal engineering field. All of the Public Services shall be installed under the supervision and inspection of the engineering firm of _____ (the “Engineer”), and the Owner shall not retain the services of another engineering firm or change firms without the prior written consent of the Director. The Engineer is hereby approved by the Director and shall file in writing with the Director an undertaking, signed by the Owner and the Engineer, as provided in Schedule “I” with respect to the work being done under

* Length of time for installation to be confirmed by the Owner and Engineer pursuant to the engineering design.

Its supervision and inspection. The Engineer shall provide appropriate inspection and review of the work in order that a written final certification regarding all the Public Services may be provided. The Engineer shall be retained by the Owner until all requirements of this Agreement have been completed to the satisfaction of the Director, and the Engineer shall confirm the completion of the Public Services conforms with the approved design.

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

c) CONTRACTORS

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

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

d) INSTALLATION

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

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

Engineering drawings showing as constructed (Record/"As-Built")

information for all Public Services installed, in electronic AutoCAD, pdf and hard copy are required to be submitted to the City for Acceptance and Substantial Completion of Public Services and residential occupancy. The Owner will be responsible for executing all public servicing locates, including water, sanitary and storm infrastructure, within the development until the Director receives and approves the Record drawings.

e) REPAIRS

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

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

f) ACCEPTANCE AND SUBSTANTIAL COMPLETION

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

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

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

writing by the Director or his or her designate as the case may be, and that the rough grading of the Subdivision Land has been completed to provide the proper outlet for the major design storm, including completion of the stormwater management facility. The certification should include confirmation that all deficiencies in the water and sanitary infrastructure have been rectified to provide for the City's operation of the municipal water and sanitary systems;

g) MAINTENANCE

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

h) ASSUMPTION

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

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

i) CONDITIONS FOR ASSUMPTION OF PUBLIC SERVICES

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

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

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

j) ASSUMPTION BY-LAW

Upon the satisfaction of all of the conditions as aforesaid, the Director shall submit a written report to the City Council stating that the Public Services have been constructed and installed to municipal specifications, that all accounts in connection therewith have been paid, that all financial requirements have been met or will be met on the passing of the Assumption By-law and that the Public Services are in the required condition to be assumed. When all of the requirements of this section have been fulfilled, the City shall pass an Assumption By-law for the Public Services. Upon an Assumption By-law being passed, the ownership of the Public Services shall vest in the City, and the Owner shall have no claims or rights thereto other than those accruing to it as an

owner of land abutting on public highways where the Public Services were constructed or installed.

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

k) LIABILITY

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

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

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

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

2. CLEARANCE OF BUILDING LOTS

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

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

3. LAND FOR MUNICIPAL PURPOSES

- a) The Owner COVENANTS AND AGREES to convey to the City free of charge and free of all encumbrances such as easements and Blocks as are set out in Schedule “B” hereto for the installation and maintenance of the Public Services installed by the Owner under provisions of this Agreement and for Municipal purposes in conjunction with the Registration of the Plan of Subdivision.
- b) The Owner further COVENANTS AND AGREES not to convey, or agree to convey, any Land as shown on Schedule “A” hereto in which the City or Hydro One Networks Inc. is being conveyed an interest by way of easement, right-of-way or agreement, under the terms of this Agreement until such time as the City and Hydro One Networks Inc. have registered the grant of easement or right-of-way on title of the property through which an easement or right-of-way passes.
- c) The Owner and the City further AGREE that the deeds for all the said Land as set-out in Schedule “B” hereto have been approved by the City Solicitor and deposited with the City Clerk prior to the execution of this Agreement.
- d) The Owner further COVENANTS AND AGREES that Land conveyed to the City for municipal purposes will not be used for the disposal of debris obtained from the development of the Owner’s Land herein developed, and the Owner further COVENANTS AND AGREES to restrain all others from depositing junk, debris and refuse on the Land conveyed to the City under Schedule “B” of this Agreement and further COVENANTS AND AGREES to remove any such junk, debris or refuse so deposited immediately when so directed by the City and at the Owner’s expense.
- e) The parties agree that, in the event the required easements, right-of-ways, or other Land as required pursuant to this Agreement have not been properly provided, the City, in addition to any other remedies available to it, may expropriate such easements, right-of-ways, or Land, and the costs of such expropriation shall be at the expense of the Owner.
- f) The City AGREES to complete the registration of all such easements, as well as this Agreement, within ten (10) days of the date of Registration of the Plan of Subdivision, failing which the Owner is hereby authorized to complete

such registration on the City's behalf.

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

4. LAND TO BE RETAINED BY THE OWNER

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

5. LOT GRADING

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

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

c) The Owner AGREES that Schedule "E", Plan of Lot Grading, will only be altered or amended to resolve unusual or unforeseen circumstances giving rise to hardship and only after having received the written approval of the Director; and that the Owner shall maintain such grading in accordance with the Lot Grading Plan or the Lot Grading Plan as amended except for such temporary deviations as are necessary for the purpose of constructing any building or structure which may be lawfully erected thereon. The Owner further AGREES that should any unforeseen or unusual circumstance arise which was not properly taken into account by the Owner's Engineer in the development of the Lot Grading Plan and which, in the opinion of the Director, requires the construction of additional drainage or appurtenant works, the Owner shall construct such additional works when so directed by the Director and at the Owner's sole cost. The Owner will provide an "As-Built" Lot Grading Plan reflecting all alterations, additions, and amendments.

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

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

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

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

- x) that the said site and grading plan is in conformity with the approved Lot Grading Plan included in Schedule "E" of this Agreement and with the road grades as shown on the approved Plans and Specifications approved by the Director;
- xi) that the Engineer has examined the plans and drawings for the proposed dwelling to be erected on the Lot or Block; and;
- xii) that the siting of the proposed dwelling and/or detached accessory buildings and/or structures as shown on the site and grading plan accurately reflects the proposed buildings as shown on the plans and drawings for which a Building Permit has been applied.

f) The Owner AGREES that the services of the Engineer will be retained for the purposes of preparing an as-built Lot Grading Plan for each Lot and Block.

The Owner further AGREES to have the Engineer review the as-built Lot Grading Plan and issue a Certificate in accordance with Section 5.e).

g) The Owner of any Lot with a sewage system AGREES that it shall be the responsibility of the Owner to maintain the sewage system envelope for the Lot or Block as identified on the plan, free of the deposit, disposal, or operation of any materials, structures or equipment, other than material or equipment required for the construction of the leaching bed within the sewage system envelope.

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

6. PAYMENT OF TAXES

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

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

7. COMMUTATION OF LOCAL IMPROVEMENTS

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

8. DEFAULT

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

i) is not diligently completing the Public Services within the specified time, and/or;

ii) [fails to provide the annual update to the City, including the construction management plan, communication plan, and confirmation of securities, and/or;](#)

iii) neglects or abandons the Public Services prior to completion, and/or;

iv) has caused unreasonable delays so that this Agreement is not being complied with or is carelessly executed, and/or;

v) is refusing to renew or complete such Public Services as may be directed as defective or unsuitable, and/or;

vi) is not constructing the Public Services in compliance with the Director's approved drawings and conditions and/or

vii) otherwise defaults in its obligations set out in performance in accordance with this Agreement.

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

9. FINANCIAL ARRANGEMENTS

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

- a) The Owner at his or her own expense, shall provide the City at the time of execution of this Agreement, an irrevocable letter of credit and/or security (herein referred to as "the security") in the amount of 100% required by the City to guarantee and secure the due performance by the Owner of all of the obligations imposed upon the Owner by this Agreement and as outlined in Schedule "D", including, without limiting the generality of the foregoing, the performance of the work and development, including engineering, planning and legal expenses incurred by the City in connection with the administration and enforcement of this Agreement. The estimated cost of these works and Public Services is set out in Schedule "D" hereto.
- b) The aforesaid security shall be in a form approved by the City's Treasurer and the Owner COVENANTS AND AGREES that the said security shall be kept in full force and effect and that he or she will pay all premiums as the same come due until such time as the City accepts the said Public Services as hereinbefore provided at which time the said security shall be reduced in accordance with Section 1.f) above and returned to the Owner. The aforesaid security shall also contain the following provisions:

- i) The security shall be for any obligations of the Owner pursuant to the provisions of this Agreement, without limitations whatsoever and shall include [applicable](#) H.S.T.;
 - ii) Drawings on the security shall be permitted upon the City claiming default by the Owner under the terms of this Agreement, and certifying that the notice provided for under Section 8 hereof has been given, and such default shall not be limited to the actions of the Owner;
 - iii) Partial drawings on the security shall be permitted at the time of acceptance and substantial completion and at the time of assumption;
 - iv) If the security is in the form of a letter of credit and is not renewed at least thirty (30) days prior to the date of expiry by an irrevocable letter of renewal or replacement letter of credit in such form and on such terms acceptable to the City's Treasurer, the City may be permitted to draw on up to 100% of the letter of credit on or before the date of expiry; and
 - v) The Owner shall provide to the City on an annual basis confirmation of the validity and currency of the security held by the City. Said confirmation shall be in the form of the Schedule "D" engineering cost estimate accompanied by a letter submission confirming that the security held pursuant to Schedule "D" reflects the value of work outstanding at that time.
- c) While at all times being subject to the discretion of the City, the calculation of the amount of any reductions on the security held pursuant to Schedule "D" to reflect the value of work already completed by the Owner shall generally be as follows:
- i) Calculate 10% of the estimated cost of the completed works as inspected and agreed to by the City;
 - ii) Add thereto the estimated value of the uncompleted work;
 - iii) Add to that subtotal an allowance for contingencies (5%) and engineering and inspection (7%);
 - iv) The resultant amount including [the applicable](#) H.S.T. shall be the revised amount of security required to be held pursuant to Schedule "D"; and
 - v) At no time can the amount of security be reduced to below the actual amount required to secure the completion of Public Services and the full payment of the required Development Charges.

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

1990, c. C.30, as amended (the “Construction Act”) or otherwise.

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

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

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

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

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

2020 Residential Dwelling Unit Type		Single-Semi-Detached	or Row Multiple	or Apartment: Two or More Bedrooms	Apartment: One Bedroom	Total
Number of Dwelling Units in Proposed Subdivision		##	--	--	--	--
Development Charge Rate Per Dwelling Unit	Health & Social	\$0	--	--	--	--
	Library	\$	--	--	--	--
	Parks &	\$	--	--	--	--

	Recreation					
	Fire	\$	--	--	--	--
	Paramedic	\$	--	--	--	--
	Police		--	--	--	--
	Airport	\$	--	--	--	--
	Transit	\$	--	--	--	--
	Administration	\$	--	--	--	--
	Roads & Related	\$	--	--	--	--
	Water Treatment	\$	--	--	--	--
	Water Distribution	\$	--	--	--	--
	Sewage Treatment	\$	--	--	--	--
	Sewage Collection	\$	--	--	--	--
	Total	\$	--	--	--	--
Total Development Charges Owed to the City by the Owner		\$ #####		--	--	--

~~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 _____ 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 20195-18224 and Council Policy CPA20196-0054, as amended or replaced from time to time.

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

- (i) On the 3rd anniversary of the execution of this Agreement, any remaining payments of Development Charges are due;

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

10. NOTIFICATION

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

Name _____

Address

Phone

Email

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

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

11. NOTIFICATION OF SERVICES

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

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

12. HYDROGEOLOGICAL REPORT

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

13. EMERGENCY ACCESS ROUTE / WALKWAY

The Owner AGREES to identify any emergency access route or walkway on Schedule “A-1”.

14. CONSTRUCTION ACCESS

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

15. ZONING

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

LOT OR BLOCK	ZONE

16. CONSTRUCTION & SOIL USE

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

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

17. REGISTERED PLAN

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

18. UTILITY COORDINATION

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

telecommunication, street lighting, and/or gas services as available.

19. AGREEMENT WITH HYDRO ONE NETWORKS INC.

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

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

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

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

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

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

20. STREETScape PLAN

The Owner COVENANTS AND AGREES to:

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

21. WINTER MAINTENANCE AND WASTE COLLECTION

- a) The Owner covenants and agrees to snowplow and sand all roads in the

Plan of Subdivision until the issuance of the first final occupancy permit.

b) The Owner and City covenant and agree that the City shall pick up the residential waste from the occupied dwelling units, in accordance with By-Law 2007-024, as amended, only after the issuance of the first final occupancy permit.

22. MODEL HOME

a) Notwithstanding the provisions of this Agreement to the contrary, prior to the registration of the final plan of subdivision the Owner may erect one (1) detached dwelling on Lot 1 as approved by the City.

b) The Owner COVENANTS AND AGREES that he or his agent/builder/contractor will submit to the Chief Building Official of the City, a Site Plan and such other plans and drawings as the City deems necessary for the development of the Model Home area for approval of the Director, which approval must be obtained prior to the commencement of any work or construction hereunder and as a prerequisite to the issuance of the Building Permit with respect to the said Lot. Approval shall relate to the lot grading, drainage and landscaping as well as all other matters which the Owner proposes to install, construct or erect on the said Lot.

c) The Owner COVENANTS AND AGREES to provide in accordance with the Site Plan to the satisfaction of and at no expense to the City, the following:

- i) off-street granular parking facilities detailed in the Model Home Plan and access driveway;
- ii) facilities for the lighting of the said Lot and the building or structure to be erected thereon;
- iii) walls, fences, hedges, shrubs, and sod for the landscaping of the said Lot or for the protection of adjoining land;
- iv) facilities for the construction, maintenance or improvement of water courses, ditches, and drainage works in connection with the development of the said Lot; and
- v) grading and alteration in elevation or contour of the said Lot and provision for the disposal of storm, surface and waste water from the said Lot and from any building or structure to be erected, placed or constructed on the said Lot, to the satisfaction of the Director.

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

e) The Owner COVENANTS AND AGREES that no building or structure or erection built, constructed or erected on any Lot as a model home shall be occupied, save and except that the building may be occupied for the sole

purpose of an office to promote the sale of detached dwellings in the Plan of Subdivision as described in this Agreement.

23. TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD

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

24. FIRE SERVICE DEPARTMENT REQUIREMENTS

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

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

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

25. BELL CANADA REQUIREMENTS

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

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

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

26. ENBRIDGE GAS DISTRIBUTION REQUIREMENTS

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

Enbridge Gas.

27. ARCHAEOLOGICAL FINDS

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

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

28. STORMWATER MANAGEMENT

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

- i) pre and post development run-off flows and water balance calculations, and the intended means of conveying stormwater flow from each Lot, Block and the entire proposed Plan of Subdivision;
- ii) the anticipated impact of the Plan of Subdivision on water quality and phosphorus control, as it relates to fish and fish habitat once adequate protective measures have been taken;
- iii) the means whereby erosion and sedimentation and their effects will be minimized on the site during and after construction;
- iv) the site soil conditions, including grain size distribution profiles;
- v) a site grading plan.

b) The Owner AGREES to erect and maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to Kawartha Region Conservation Authority and the City.

c) Prior to the execution of this Agreement, the Owner AGREES to confirm to the City that _____ Conservation Authority has reviewed and approved the stormwater management report and plan, erosion and sedimentation plan, and final Lot Grading Plans as required under this Section.

29. SEWER UPGRADES

a) UPGRADES TO EXISTING STORM SEWER

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

b) UPGRADES TO EXISTING SANITARY SEWER

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

30. OTHER UPGRADES

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

31. PARKLAND CONTRIBUTION OR CASH-IN-LIEU

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

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

32. SCHEDULES

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

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

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

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

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

development within the meaning of the Development Charges Act.

34. BUFFER AND FENCING REQUIREMENTS

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

35. CANADA POST REQUIREMENTS

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

36. MINISTRY OF TRANSPORTATION REQUIREMENTS

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

37. MINISTRY OF NATURAL RESOURCES AND FORESTRY REQUIREMENTS

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

38. MINISTRY OF THE ENVIRONMENT CONSERVATION AND PARKS

The Owner shall comply with all requirements of Ministry of the Environment Conservation and Parks Environmental Compliance Approval Number _____, issued _____ as amended, for the sewers and stormwater management facilities.

39. SUBORDINATION

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

40. MISCELLANEOUS

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

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

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

- i) such provision shall be deemed severed from the Agreement and the balance of the Agreement and its Schedules shall continue in

full force and effect; and

- ii) the parties shall provide and perform such further assurances as are necessary to ensure the implementation of those provisions deemed severed.

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

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

41. REGISTRATION OF AGREEMENT

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

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

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

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

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Andy Letham, MAYOR

Date

Cathie Ritchie, CITY CLERK

Date

Owner's Name:

Date

Title:

I have the authority to bind the Corporation.

DRAFT

SCHEDULE “A”

DESCRIPTION of the LAND

Legal description of the Land shall be inserted.

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

DRAFT

SCHEDULE “A-1”

ENGINEERING DRAWINGS

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

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

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

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

SCHEDULE “B”

LAND FOR MUNICIPAL PURPOSES

1. EASEMENTS FOR GENERAL MUNICIPAL PURPOSES

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

2. EASEMENTS FOR UTILITY PURPOSES

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

3. PUBLIC HIGHWAYS

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

4. 0.3 METRE RESERVES

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

5. STORMWATER MANAGEMENT FACILITIES

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

6. PARKLAND

The Owner shall convey Blocks_____ of Plan 57M-_____ to the City for parkland.

SCHEDULE “B-1”

PLAN OF EASEMENTS

Page 1 of 2

Attach to Agreement

DRAFT

SCHEDULE "C"

SPECIFICATIONS AND STANDARDS

1. General

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

2. Roadways

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

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

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

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

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

3. Curbs and Gutters and Sidewalks

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

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

4. Watermains

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

5. Sanitary Sewers

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

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

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

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

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

6. Storm Sewers

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

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

7. Stormwater Management Facility

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

8. Service Connections

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

a) Water Service Connections:

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

b) Sanitary Sewer Service Connections:

i) Material:

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

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

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

ii) Installation:

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

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

iii) General:

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

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

The location of all sanitary sewer connections shall be marked at the street line with a 2 x 4 marker of sufficient length to extend from the end of the pipe vertically to a minimum of one metre above ground. The portion above

ground shall be painted fluorescent green and marked "SAN" in black lettering.

c) **Storm Sewer Service Connections:**

i) **Material:**

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

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

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

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

Sump

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

ii) **Installation:**

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

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

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

i) **General:**

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

nearest 100mm.

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

9. Street Lighting and Electrical Distribution

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

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

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

10. Pedestrian/Cycling Trail

Specifics related to the plan must be inserted.

11. Parkland

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

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

12. Buffering and Fencing Requirements

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

13. Walkway

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

14. Canada Post Requirements

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

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

15. House Numbers

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

16. Street Signs

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

17. Driveway Entrances

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

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

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

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

18. Boulevards

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

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

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

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

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

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

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

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

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

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

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

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

In the event that any mud, dust, refuse, rubbish and/or other litter of any type resulting from the development of the Land is found upon highways outside

of the Land, the Owner shall clean up same to the satisfaction of the Director within twenty-four (24) hours of the Director giving notice to the Owner or his agent. If the Owner has not caused same to be cleaned up within twenty-four (24) hours as aforesaid, it is agreed that the Director may, at its sole option, carry out the required clean-up work at the Owner's expense plus thirty percent (30%) of the total cost thereof for inconvenience caused to the City.

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

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

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SUMMARY OF ESTIMATED COSTS (continued)

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

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.**

DRAFT

SCHEDULE “F”

CONDITIONS OF DRAFT PLAN APPROVAL

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

The specific conditions for the plan shall be inserted.

DRAFT

SCHEDULE "G"

SPECIAL WARNINGS AND NOTICES

1. General

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

a) **Warning – Stormwater Management Facilities**

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

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

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

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

c) **Warning - Occupancy**

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

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

d) **Warning - Development Charges**

Purchasers should be aware that this Plan of Subdivision is subject to the provisions of the Development Charges Act, as amended and By-law No. [2019-184 as amended and Council Policy CP2019-0052015-224 as amended.](#)

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

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

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

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

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

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

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

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

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

The Purchaser/Grantee of Lots ____ to ____, both inclusive, and Block ____

on Schedule “A-1” acknowledge that a rear yard catch basin and associated storm sewer connection will exist on his or her Lot.

h) **Notice – Fencing**

Specifics to the plan are to be inserted.

_____The Purchaser/Grantee acknowledges that he or she is aware that on Lots along the rear lot lines of Lots _____, both inclusive, an acoustic fence shall be installed and a black vinyl chain link fence shall be installed _____ inclusive on Schedule “A The City will own the fence upon assumption of the subdivision. No encroachment or access is permitted on the adjacent lands, beyond the fence delineation.

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

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

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

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

k) **Warning - Agricultural Land**

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

l) **Warning – Mailbox Locations**

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

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

t) Warning - Municipal Ditches

The Purchaser/Grantee of any lot is advised and acknowledges that storm ponding may occur in the municipal ditches.

u) Warning – Good Housekeeping Practices

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

v) Warning – Noise By-Law

The Purchaser/Grantee of any Lot or Block is advised of By-Law 2019-124,, a By-Law to Regulate Noise in the City of Kawartha Lakes, and that construction activities within the subdivision may be subject to regulation and/or restrictions thereunder.

w) Warning Clause – Infiltration Trenches

The Purchaser/Grantee acknowledges that an individual infiltration trench is to be constructed on residential Lots to , both inclusive, 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 eavestrough roof leader as per the accepted engineering drawings provided by . 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 swales. The Purchaser/Grantee acknowledges they have received the report Soakaway Pit and Infiltration Operations and Maintenance Manual, prepared by Engineering, dated 2021, and the Purchaser/Grantee is responsible for the operations and maintenance of the infiltration trench.

SCHEDULE “H”

COMPOSITE UTILITY PLAN

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

DRAFT

SCHEDULE “I”

LETTER OF UNDERTAKING BETWEEN OWNER AND ENGINEER

DRAFT

Schedule 'D'
Subdivision Agreement

	Unit	Price (\$)	Quantity	Total Cost (\$)	Works Completed (Y/N)	Works Inspected (Y/N)	Deficiency Free (Y/N)	Sign Off	Notes
1 Site Preparation, Removals and Erosion Control									
Insurance, Mobilization & Demobilization	LS			\$0.00					
Temporary Street and Stop Signs, inc. Unassumed Street Signs	LS			\$0.00					
Light Duty Silt Fencing (219.110)	m			\$0.00					
Heavy Duty Silt Fencing (219.130)	m			\$0.00					
Landscaping (other than boulevard trees)	LS			\$0.00					
Straw Bale Check Dams (219.180)	ea			\$0.00					
Earth Excavation	m³			\$0.00					
Construction of Mud Mat	ea			\$0.00					
Removals	LS			\$0.00					
Topsoil Strip & Remove	LS			\$0.00					
Re-Install Existing Street Signs	LS			\$0.00					
Traffic Control	LS			\$0.00					
Site Dewatering	LS			\$0.00					
Construct Temporary Cut Off Swales	m			\$0.00					
Construct Temporary Check Dams	ea			\$0.00					
Siltation Ponds	LS			\$0.00					
Rock Excavation	m³			\$0.00					
Rock Blasting	m³			\$0.00					
External Road Sweeping / Maintenance	LS			\$0.00					
Catchbasin Filtration	ea			\$0.00					
Subtotal: Site Preparation, Removals and Erosion Control				\$0.00					
2 Storm									
250mm ø P.V.C.	m			\$0.00					
300mm ø P.V.C.	m			\$0.00					
375mm ø P.V.C.	m			\$0.00					
450mm ø P.V.C.	m			\$0.00					
525mm ø Conc.	m			\$0.00					
600mm ø Conc.	m			\$0.00					
675mm ø Conc.	m			\$0.00					
750mm ø Conc.	m			\$0.00					

825mm ø Conc.	m	\$0.00
1050mm ø Conc.	m	\$0.00
Insulation Over Storm Pipe	m	\$0.00
450mm CSP Culvert	m	\$0.00
Oil Grit Separator Contech CDS3025	ea	\$0.00
Oil Grit Separator Contech CDS4040	ea	\$0.00
1200mm ø (OPSD:701.010)	ea	\$0.00
1500mm ø (OPSD:701.011)	ea	\$0.00
1800mm ø (OPSD:701.012)	ea	\$0.00
2400mm ø (OPSD:701.013)	ea	\$0.00
1200mmø Catchbasin Manhole	ea	\$0.00
600mm ø Catch Basin c/w Frame & Grate (OPSD:705.010/400.020)	ea	\$0.00
600mm ø Ditch Inlet Catch Basin c/w Frame & Grate (OPSD:705.030/403.010)	ea	\$0.00
Rodent Grates for Ditch Inlets	ea	\$0.00
150mm ø Long Storm Service	ea	\$0.00
150mm ø Short Storm Service	ea	\$0.00
Orifice Plate	ea	\$0.00
Infiltration Trenches	m	\$0.00
Clean, Flush and Video Inspection of Storm Sewers	m	\$0.00
Connection to Existing Pipe (Including Restoration)	ea	\$0.00
Operation and Maintenance of Stormwater Management Facilities for MECP ECA Compliance	LS	\$0.00
Headwall c/w Grate	ea	\$0.00
Stormwater Management Pond	LS	\$0.00
Stormwater Management Planting Plan	LS	\$0.00
Pond Cleanout: Pre-Assumption	LS	\$0.00
Subtotal: Storm		\$0.00

3 Sanitary

200mm ø P.V.C. 404.020	m	\$0.00
1200mm ø (701.010)	ea	\$0.00
Manhole Drop Structure 1003.01	ea	\$0.00
100mm ø Short Sanitary Service	ea	\$0.00
100mm ø Long Sanitary Service	ea	\$0.00
Clean, Flush and Video Inspection of Sewer	m	\$0.00
Connection to Existing Pipe (Including Restoration)	ea	\$0.00
Subtotal: Sanitary		\$0.00

4 Watermain and Appurtenances

150 mm P.V.C. watermain	m	\$0.00
50 mm Copper	m	\$0.00
150 mm Gate Valve	ea	\$0.00
Yard Hydrant	ea	\$0.00
Hydrant Set, Valve and Tee	ea	\$0.00
19 mm Short Water Service	ea	\$0.00
19 mm ø Long Water Service	ea	\$0.00
19mm Curbstop with rod & box	ea	\$0.00
300 mm P.V.C. watermain	m	\$0.00
300 mm Gate Valve	ea	\$0.00
Connection to Existing Pipe (Including Restoration)	ea	\$0.00
Tracer Wire Continuity Test	m	\$0.00
Watermain Commissioning	LS	\$0.00

Subtotal: Watermain and Appurtenances \$0.00

5 Road

Permanent Street and Stop Signs	LS	\$0.00
Unassumed Road Signs	LS	\$0.00
Granular 'B' 300mm Depth	t	\$0.00
Granular 'A' 150mm Depth	t	\$0.00
HL8 Asphalt Binder Course 50mm Depth	t	\$0.00
HL4 Asphalt Surface Course 40mm Depth	t	\$0.00
HL3 Asphalt Driveway	t	\$0.00
Storm 150 mm Dia Subdrain Road (OPSD216.021)	m	\$0.00
Curb and Gutter (muni-1350) (608.010/605.030/600.040)	m	\$0.00
2.0m wide Concrete Sidewalk	m ²	\$0.00
1.8m wide Concrete Sidewalk	m ²	\$0.00
1.5m wide Concrete Sidewalk	m ²	\$0.00
Acoustical Fencing	m	\$0.00
Chain Link Fencing	m	\$0.00
Ditching	m	\$0.00
Topsoil, Seed & Mulch	m ²	\$0.00
Concrete Mail Box Pad	ea	\$0.00
Line Painting	LS	\$0.00
Dead End Barrier and Signage	ea	\$0.00
Electrical Light Standards (Including: cable, conduit, and light standards)	ea	\$0.00
Streetscape Plan - Landscaping - Street Trees	LS	\$0.00

Road Maintenance - On and Off Site Street Cleaning, inc. weekly through the summer					LS	\$0.00					
Cross Culvert					ea	\$0.00					
3m wide Asphalt Multi-Use Trail					m	\$0.00					
Raise Manholes & Catchbasins (prior to top)					ea	\$0.00					
Subtotal: Road						\$0.00					
7	Legal Fees										
Miscellaneous Legal Fees (associated with review and registration)					LS	\$6,000.00	1	\$6,000.00			
Subtotal: Legal Fees								\$6,000.00			
8	Earthworks										
Siltation Ponds (Inc. Snow Fence)					ea	\$0.00					
300 mm CSP Culverts (inc. 300 mm granular cover material)					m	\$0.00					
R50 Rip Rap and Filter Cloth					m ²	\$0.00					
Trail Works					LS	\$0.00					
Earth Cut and Fill					m ³	\$0.00					
Subtotal: Earthworks								\$0.00			
Subtotal (Items 1.0 - 8.0)						\$6,000.00					
9	Engineering and Contingency										
5% Contingency						\$300.00					
7% Engineering						\$420.00					
*Subtotal						\$6,720.00					
H.S.T - 13%						\$873.60					
City Rebate - 11.24%						\$755.33					
HST to be Paid						\$118.27					
Total Construction Costs						\$6,838.27					
*DAAP Fee: 3.7% of Subtotal - Pre H.S.T.						\$248.64					

10	Security					
	Security inclusive of H.S.T.					
	Total of Security	\$6,838.27				

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

Name of Engineer

Title

Date