

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

## **Agenda**

### **Planning Advisory Committee Meeting**

**PC2021-09**

**Wednesday, August 4, 2021**

**Electronic Public Participation - Meeting Commences at 1:00pm**

**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**

**Wayne Brumwell**

**Jason Willock**

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To request to speak to the two types of reports on this agenda please email [agendaitems@kawarthalakes.ca](mailto:agendaitems@kawarthalakes.ca) (please reference the report number in your email) by Tuesday, August 3, 2021 at 12:00 p.m. to register as a formal deputation for a 'Regular and Returned Report', or by Wednesday, August 4, 2021 at 12:00 p.m. as a speaker for a 'Public Meeting Report'. Following receipt of your email you will receive instruction from the City Clerk's Office on how to participate in the meeting electronically. Otherwise, please provide written comments by email to [agendaitems@kawarthalakes.ca](mailto:agendaitems@kawarthalakes.ca) and reference the report number in the subject line.

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](https://www.youtube.com/c/CityofKawarthaLakes)

1.	Call to Order and Adoption of Agenda	
2.	Declarations of Pecuniary Interest	
3.	Public Meeting Reports	
3.1.	<b>PLAN2021-042</b>	5 - 17
	<b>Application to Amend the Township of Manvers Zoning By-law 87-06 at 1449 Highway 7A, Bethany - Former Bethany Fire Hall</b> Jonathan Derworiz, Planner II	
3.1.1.	Public Meeting	
3.1.2.	Business Arising from the Public Meeting	
	<b>That Report PLAN2021-042, Zoning By-law Amendment for 1449 Highway 7A, Manvers, be received; and</b>	
	<b>That Report PLAN2021-042, Zoning By-law Amendment for 1449 Highway 7A, Manvers, be referred back to staff to address issues raised through the public consultation process and agency review for further review until such time that all comments have been addressed.</b>	
3.2.	<b>PLAN2021-045</b>	18 - 35
	<b>Application to Amend the Village of Bobcaygeon Zoning By-law 16-78 at Part of Lot 16, Concession 9, and Part of Park Lot 2, Registered Plan Number 70 - Three Lakes Development Inc.</b> Richard Holy, Acting Director of Development Services	
3.2.1.	Public Meeting	

3.2.2. Business Arising from the Public Meeting

**That Report PLAN2021-045, Rezoning Application - Three Lakes Developments Inc. (Former Rokeby Subdivision), be received;**

**That,** provided that there are no substantive public concerns raised at the Public Meeting, the rezoning application for the Three Lakes Developments Inc. (Former Rokeby Subdivision), City of Kawartha Lakes, substantially in the form attached as Appendix C to Report PLAN2021-045 be approved by Council; and

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

4. **Deputations**

4.1. **PC2021-09.4.1**

**Kevin Duguay, KMD Community Planning and Consulting**  
Relating to Report PLAN2021-047 (Item 6.3 on the Agenda)

5. **Correspondence**

6. **Regular and Returned Reports**

6.1. **PLAN2021-043**

36 - 111

**Subdivision Agreement for Sugarwood Phase 1, Lindsay - Lindsay 2017 Developments Inc. (c/o Craft Development Corporation - Canada)**  
Ian Walker, Planning Officer - Large Developments

**That Report PLAN2021-043, Lindsay 2017 Developments Inc. Subdivision Agreement for Sugarwood, Lindsay, be received;**

**That** the Subdivision Agreement for Sugarwood, City of Kawartha Lakes, substantially in the form attached as Appendix C to Report PLAN2021-043 be 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. **PLAN2021-046**

112 - 130

**Amend the Village of Fenelon Falls Official Plan and Zoning By-law 89-25 at 205 Francis Street East - 3770010 Canada Inc.**  
Mark LaHay, Planner II

**That Report PLAN2021-046, respecting Part Block W, Plan 100, Part Francis Street, Part 1, Plan 57R-4276, Former Village of Fenelon Falls, identified as 205 Francis Street East, 3770010 Canada Inc. – Applications D01-2021-002 and D06-2021-012, be received;**

**That a By-law to implement Official Plan Amendment application D01-2021-002, substantially in the form attached as Appendix C to Report PLAN2021-046 be approved and adopted by Council;**

**That a By-law to implement Zoning By-law Amendment application D06-2021-012, substantially in the form attached as Appendix D to Report PLAN2021-046 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 these applications.**

**6.3.**

**PLAN2021-047**

131 - 156

**Application to Amend the Town of Lindsay Official Plan and the Town of Lindsay Zoning By-law 2000-75 at Hamilton Street - Kawartha Lakes Haliburton Housing Corporation**  
Jonathan Derworiz, Planner II

**That Report PLAN2021-047, Official Plan Amendment and Zoning By-law Amendment for Hamilton Street, Lindsay, be received;**

**That an Official Plan Amendment By-law, respecting Application D01-2021-003, substantially in the form attached as Appendix D to this report be approved for adoption by Council;**

**That a Zoning By-law Amendment By-law, respecting Application D06-2021-015, substantially in the form attached as Appendix E to this report be approved for adoption by Council; and**

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

**7.**

**Adjournment**





## Planning Advisory Committee Report

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<b>Report Number:</b>	<b>PLAN2021-042</b>
<b>Meeting Date:</b>	August 4, 2021
<b>Title:</b>	<b>Zoning By-law Amendment for 1449 Highway 7A, Manvers</b>
<b>Description:</b>	To amend the Township of Manvers Comprehensive Zoning By-law 87-06 to permit the reuse of the existing building as a automotive repair and service station
<b>Type of Report:</b>	Public Meeting
<b>Author and Title:</b>	Jonathan Derworiz, Planner II

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### Recommendations:

**That** Report PLAN2021-042, **Zoning By-law Amendment for 1449 Highway 7A, Manvers**, be received for information; and

**That** Report PLAN2021-042, **Zoning By-law Amendment for 1449 Highway 7A, Manvers**, be referred back to staff to address issues raised through the public consultation process and agency review for further review until such time that all comments have been addressed.

**(Acting) Department Head:** \_\_\_\_\_

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

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

## **Background:**

The land known as 1449 Highway 7A in the former Township of Manvers is owned by the City of Kawartha Lakes (City). This property is the former Bethany Fire Hall that relocated in 2018 and has been vacant since (Appendix A and B). Under the City of Kawartha Lakes Official Plan (Official Plan), this property is designated Hamlet and zoned 'Community Facility (CF)' Zone and 'Open Space (O1)' Zone under the Township of Manvers Comprehensive Zoning By-law 87-06.

Owner:	City of Kawartha Lakes
Applicant:	TD Consulting Inc.
Legal Description:	Part Lot 6, Registered Plan No. 6, and Part Lot 23, Concession 8.
Official Plan:	Hamlet Settlement Area – City of Kawartha Lakes Official Plan
Zoning:	Community Facility (CF) Zone and Open Space (O1) Zone - Township of Manvers Comprehensive Zoning By-law 87-06
Area:	Approximately 0.29 hectares
Site Servicing:	Full municipal water, sanitary and storm sewer services
Existing Uses:	Former site of Bethany Fire Hall. Currently unoccupied.
Adjacent Uses:	North: Residential and Agricultural East: Commercial South: Residential and Commercial West: Residential

## **Rationale:**

### **Proposal:**

The applicant is proposing to rezone part of the subject land to permit an automobile service center that would be ancillary to the existing automotive operation south across Highway 7A. The proposed rezoning would permit the retrofit of the existing fire hall into a garage on the main floor with a parts and storage area on the second. Under the current CF Zone, such a use is not permitted and a rezoning to Highway Commercial (C2) Zone is proposed for only the CF Zone portion of the site with the existing O1 Zone remaining as is. See Appendix C where CF Zone and O1 Zone are respectively delineated in purple and green. In support of these applications, the following materials were submitted:

- 1) Planning Justification Report (February 2021) prepared by EcoVue Consulting Services Inc. This Report provides an outline of the site and a description of the proposed amendment. Included is an analysis of the proposal as it aligns with the Provincial Policy Statement (2020), A Place to Grow: The Growth Plan for the Greater Golden Horseshoe (2019), City of Kawartha Lakes Official Plan (2012), and Township of Manvers Comprehensive Zoning By-law 87-06.
- 2) Spill Control and Response Management Plan prepared by Gourley Automotive. This document outlines the spill control procedures for the proposed use.
- 3) Species at Risk Memo (November 2020) prepared by GHD Limited. This Memo provides an assessment of potential species at risk on the subject land. It concludes that no species at risk (SAR), or habitat of threatened or endangered species were present on the property or building and that no negative effects to SAR or their habitat are expected following project completion.
- 4) Traffic Brief (February 2021) prepared by Nextrans Consulting Engineers (NextEng Consulting Group Inc.). This Brief provides an analysis of the proposed use and potential traffic volumes should the application be approved. The Brief concludes that the proposed use would have a minimal impact and traffic and would not warrant changes to the existing road and lane configurations.
- 5) Proposed Site Plan (May 2021) prepared by TD Consulting Services Inc.
- 6) Building Plans and Elevations (January 2020) prepared by Kawartha Lakes Drafting & Design.

## **Provincial Policy Conformity:**

### **Provincial Policy Statement, 2020:**

The Provincial Policy Statement, 2020 (PPS) sets the policy foundation for regulating development and land use planning in Ontario. A harmony among economic development, resources, public healthy and safety, and the quality of the natural and built environment is facilitated through the policies contained in this document. Staff feels that the proposed amendment is generally supported by the PPS in the following ways.

The subject land is located within a Settlement Area indicated by the Hamlet designation applied by the City of Kawartha Lakes Official Plan. As such, Section 1.1.3 Settlement Areas of the PPS apply. Since the proposal consists of reusing the existing structure and no expansion of municipal servicing is required, sections 1.1.3.2.a) and b) are satisfied. Furthermore, with the site adjacent to and accessed off of Highway 7A, a proposed amendment to a commercial zone is considered freight-supportive.

In addition to the above, rural settlement area policies under 1.1.4 also apply. With a retrofit and reuse of an unoccupied site in a suitable scale with sufficient servicing, both 1.1.4.2 and 1.1.4.3 are satisfied.

Section 1.7 Long Term Economic Prosperity, contains a number of policies that are conducive to maintaining a healthy economy. 1.7.1.a prescribes the promoting of opportunities for economic development and community investment-readiness which Staff feel is achieved through the proposed zoning by-law amendment. The subject site operated as the Bethany Fire Hall until 2018 and has been vacant since. The proposed zoning by-law amendment would permit reuse of the building as a commercial operation.

Section 2.1 Natural Heritage is applicable to this application as a Provincially Significant Wetland, the Pigeon Lake No. 23 Complex, runs through the subject land and the site is within Ecoregion 6E as indicated in the PPS. As per section 2.1.4.a, development and site alteration shall not be permitted in significant wetlands in Ecoregion 6E. The proposal consists of retrofitting and reusing the existing structure that lies outside of the significant wetland. Therefore, the proposed amendment complies with this section.

Section 2.1.7 states that, "development and site alteration shall not be permitted in habitat of endangered species and threatened species, except in accordance with provincial and federal requirements." In support of this application, GHD Limited submitted a Species at Risk Memo that concluded no species at risk or habitat or threatened or endangered species were present on the property or building and that no negative effects to species at risk or their habitat are expected following project completion. Therefore, the proposed amendment complies with this section of the PPS.

Section 2.1.8 states that development or site alteration shall not be permitted on lands adjacent to the above-mentioned natural heritage features unless, "the ecological function of the adjacent lands has been evaluated and it has been demonstrated that there will be no negative impacts on the natural features or on their ecological functions." While no environmental impact study was required as part of this application, the application and supporting materials were circulated to the Kawartha Region Conservation Authority (KRCA) as the property is entirely within a Regulated Area. Staff are awaiting comments from the KRCA.

Considering the above analyses, staff feel that Section 2.1.1 is achieved: Natural heritage features and areas shall be protected for the long term.

Staff feels that the analysis provided in the Planning Justification Report generally supports the proposal and full PPS conformity will be determined once the application review is complete.

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

To plan for growth and development in a manner that supports economic prosperity, protects the environment, and assists communities in achieving a high quality of life, the Ontario government prepared A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019 (Growth Plan).

As described above, the subject land is located within a Settlement Area and is supported by relevant policies prescribed by the Growth Plan including directing growth where connections can be made to existing municipal servicing and directing development generally away from hazardous lands. As described in the Planning Justification Report submitted by EcoVue Consulting Services Inc. in support of the application, a Fleetwood Creek tributary floodplain is approximately 7 metres from the existing building. The Report notes that the building and parking spaces are located approximately 6.5 metres beyond the top-of-creek thus outside of the hazardous lands and in compliance with Section 2.2.1.2.e.

As described in the previous section of this report, the proposed retrofit of the existing building will be serviced using existing municipal water and sewer and will not require any modifications to the lane or roadway. Staff feel that the proposed amendment generally complies with the Growth Plan.

### **City of Kawartha Lakes Official Plan**

The City of Kawartha Lakes Official Plan (Official Plan) provides policy direction for planning within the municipality. As prescribed by the Official Plan Schedule A-1, the subject site is designated Hamlet Settlement Area and Environmental Protection.

Under the Strategic Goal of Environment, objectives addressing the protection and recognition of natural heritage features and wetlands is significant (3.1.2, 3.2.d, and 3.2.f). Through the Species at Risk Memo and Planning Justification Report submitted in support of this application, and consultation with the Kawartha Region Conservation Authority, staff feel that such policies and objectives are satisfied and that natural heritage features in the vicinity are acknowledged. Through the site plan process, measures to maintain the integrity of the natural heritage features will be confirmed. Staff also feel that that the objective of the Environmental Protection Designation (Section 17), is met for the same reasons: "prevent development or site alteration on lands which are hazardous due to flooding, poor drainage, deep organic soils, erosion, steep slopes, or any other physical condition which could cause loss of life, personal injury, property damage or degradation of the environment."

As per the Official Plan, the goals of the Hamlet Settlement Area designation (Section 19) are: to recognize existing hamlets and support their function of providing for limited residential, social and commercial needs of the rural area; and, to accommodate small-scale residential and non-residential development within existing settlement areas. The intent of the proposed amendment is to allow the existing automotive business south across Highway 7A to increase capacity and better serve the needs of area residents. Staff acknowledge that the proposed amendment would permit the expansion of a currently operating small-scale automotive repair and service centre in a manner that is suitable in scale for the area. Given that reuse of the existing building is proposed, the gross floor area of the new use is limited. The OP contemplates the proposed use through Section 19.3.1 which permits “service and repair establishment manufacturing”, and as such staff feel that the proposal complies with the permitted uses.

Section 19.3.6 states that “New commercial or industrial development should be planned as an extension of the existing area or as an infilling in the existing and industrial areas and it should not be allowed to infiltrate unnecessarily into residential areas.” East and south of the of subject sites are commercially zoned property containing a restaurant and the parent business of the proposed use. There are residential uses to the west and southwest of the site, however, natural boundaries are realized with the presence of the Provincially Significant Waterway and Highway 7A. Staff feel that the proposed rezoning to commercial is appropriate given the adjacent land uses and natural boundaries.

As this property is adjacent to Highway 7A, Section 28.7 Provincial Highways applies. As part of the application review, materials were circulated to the Ontario Ministry of Transportation for review (MTO) who noted no concern with the proposed amendment. Staff feel that the application generally aligns with the City of Kawartha Lakes Official Plan.

### **Township of Manvers Comprehensive Zoning By-law 87-06**

The property is currently zoned ‘Open Space (O1)’ Zone and ‘Community Facility (CF)’ Zone. In order to facilitate the proposed retrofit and reuse of the building, the applicant is proposing to rezone the CF Zone portion of the site to ‘Highway Commercial Exception Zone (C2-X)’ Zone. The purpose of the Exception Zone is to acknowledge deficiencies with the site and building under the C2 Zone. Zone provisions and compliance are described in the table below:

<b>Provision</b>	<b>C2 Zone</b>	<b>Existing</b>	<b>Complies</b>
<b>Minimum Lot Area</b>	4000 m2 (0.4 ha)	0.3 ha	No

<b>Provision</b>	<b>C2 Zone</b>	<b>Existing</b>	<b>Complies</b>
<b>Minimum Lot Frontage</b>	45m	30.57m	No
<b>Minimum Front Yard Setback</b>	15m	7.18m	No
<b>Minimum Side Yard Setback</b>	12m	0.84m	No
<b>Minimum Rear Yard Setback</b>	12m	32.8m	Yes
<b>Maximum Height</b>	11m	6.6m	Yes
<b>Parking Spaces</b>	5	3	No

Staff feel that acknowledging the deficiencies through the Exception Zone is the appropriate tool to permit the use. The site is unique as it is split by a provincially significant waterway with O1 Zoning which explains the substantial side yard setback deficiency. Given that the proposal includes retrofitting and reusing the existing building, staff support accommodating the deficiencies to facilitate this.

### **Other Alternatives Considered:**

No other alternatives have been considered.

### **Alignment to Strategic Priorities:**

In line with the Strategic Priority of a Vibrant and Growing Economy, the proposed amendment would facilitate the retrofit and reuse of an existing building to permit the expansion of an established business in the Bethany area.

Practice of the Strategic Priority of Good Government is conducted through this application as Staff continue to evaluate applications diligently and promote continuous improvement in all steps of the land use planning process. Additionally, sale of lands deemed to be surplus is a practice of strong asset management.

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

There are no financial or operational impacts pertaining to the proposed amendments. Costs would be incurred in the event of an appeal to the Ontario Land Tribunal of the decision made by Council.

## **Consultations:**

Notice of this application was delivered to property owners within 120m of the subject site. In alignment with Public Notice procedure, signage detailing the amendment was placed on site.

## **Public Comments:**

At the time of report writing, one phone call was received requesting further information on the proposed use and its relationship to the existing automotive service south of the subject land across Highway 7A. Staff explained that the proposed amendment would permit a small expansion to the operation and be ancillary in nature.

## **Agency Review Comments:**

Building Division (July 7, 2021) – Advise that the change of use will require a building permit for renovations dealing with fire separations, Ontario Building Code requirements for a repair garage and sanitary facilities for the repair shop and proposed mercantile.

Ministry of Transportation (July 16, 2021) - MTO in principal has no concern with the proposed zoning amendment and proposed land use of car servicing. Please note that MTO requires a 14m setback from highway right of way for all buildings or structure on the property. It is noted that the existing building that is going to be converted only has a 7m setback, MTO is willing to accept this existing condition with no significant changes proposed to the building. For future reference, if the owner was proposing significant changes to the property (i.e. improvements/additions), they would need to meet the 14m setback requirement.

- In respect to parking on the site, the MTO setback is 14 metres for all required parking and will need to be adhered to for any future development or permit applications for the site. It is MTO policy that all required parking, as per the municipal zoning bylaw be a minimum of 14 metres from the property limit. MTO does allow additional parking as close as 3 metres for additional parking beyond the municipal requirement. No parking is permitted within 3 metres of the property limit.
- Although MTO is prepared to allow the existing entrance to remain as it currently is, any future development of the site, building additions, etc. will require the existing access be upgraded to current MTO commercial entrance standards. The site is within MTO permit range and if any changes are proposed to the site, an MTO building & land use permit would be required.



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

The proposed amendment would facilitate the adaptive reuse of an existing building and allow an established business to expand close to its primary location. Considering the materials submitted in support of this application and the acknowledgement of the Natural Heritage Features in the vicinity of the site, staff feels that the application aligns with the PPS, Growth Plan, and City of Kawartha Lakes Official Plan.

## **Conclusion:**

Staff recommends that this report for the proposed Zoning By-law Amendment for 1449 Highway 7A be referred back to staff for further review and consideration until comments from agencies have been received and evaluated.

## **Attachments:**



Appendix A.pdf



Appendix B.pdf



Appendix C.pdf



Appendix D.pdf

**Appendix 'A'** – Location Plan

**Appendix 'B'** – Aerial Photo

**Appendix 'C'** – Zoning Map

**Appendix 'D'** - Site Plan

**(Acting) Department Head email:** [rholy@kawarthalakes.ca](mailto:rholy@kawarthalakes.ca)

**(Acting) Department Head:** Richard Holy

**Department File:** D06-2021-017



Lot 23  
Concession 8

Lot 24

Subject  
Land

Gore St.

Wilson St.

Ski Hill Rd.

Jackson St.

George St.

Jakeman Rd.

Hwy 7A

Lot 23

Concession 7

Geographic Township  
of Manvers

Davis St.

Wilson St.

Jakeman Rd.

## 1449 Highway 7A



0.03

Kilometers

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

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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Enter your notes here...

**Notes**

## 1449 Highway 7A Zoning



0.03

Kilometers

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

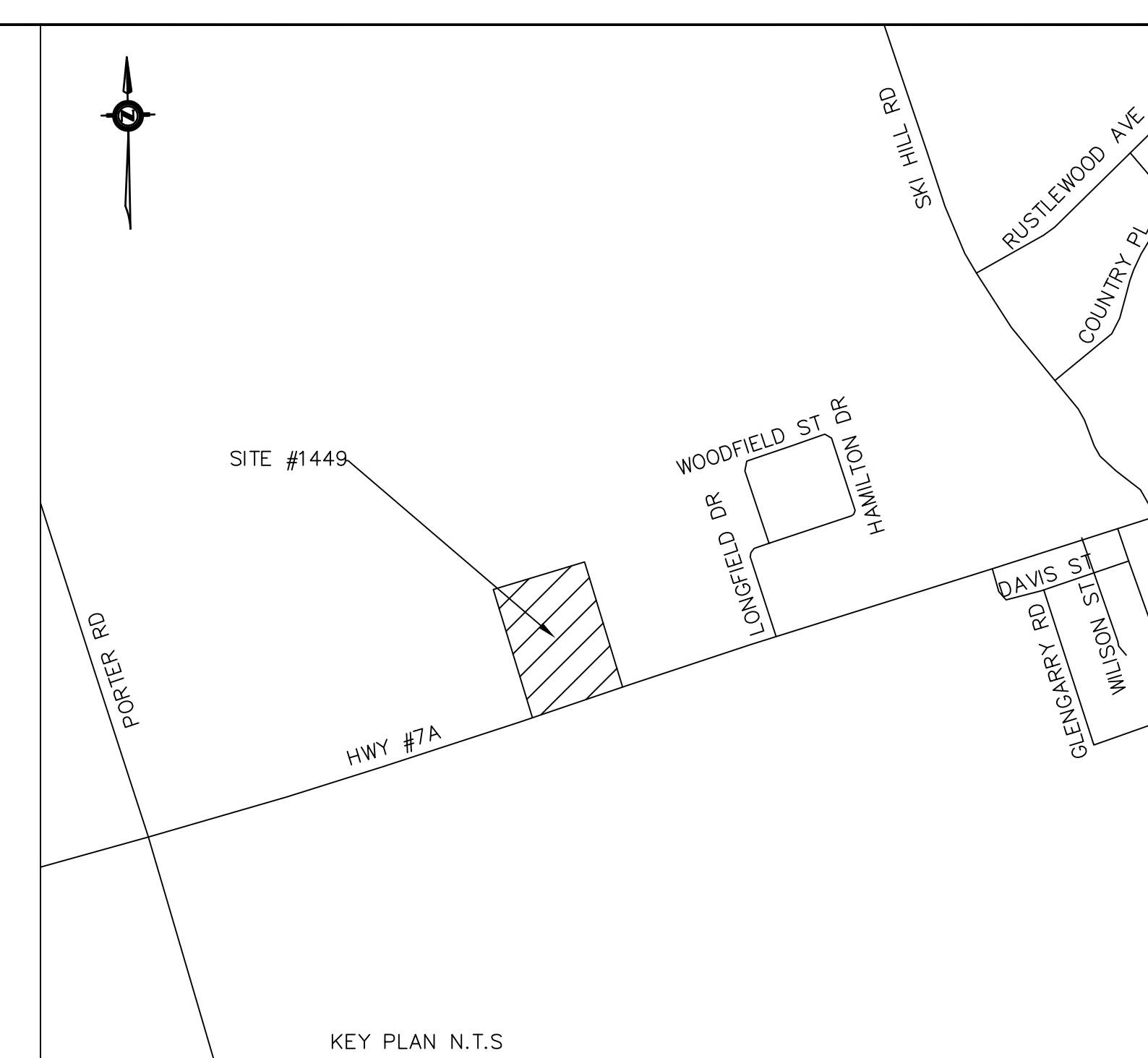
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**Notes**





CURRENT ZONING	COMMUNITY FACILITY (CF)
PROPOSED ZONING	HIGHWAY COMMERCIAL (C2) w/ EXCEPTION

## PARKING REQUIREMENTS



PARTY CHIEF: ML	DRAWN BY: FR	CHECKED BY: KB	PLOT DATE: JAN. 13, 2021
FILE NAME: A-025248-SRPR_v4		copies available at <a href="http://LandSurveyRecords.com">LandSurveyRecords.com</a>	

1.	MAY 27/21	RE-SUBMITTED FOR RE-ZONING	TD
Nº :	DATE	DESCRIPTION	RY

PROJECT TITLE:	1449 HIGHWAY 7A, BETHANY PLAN 6 PT LT 6 CON 8 PT; LT 23 TOWNSHIP OF MANVERS, IN CKL ROLL #:165100803019201
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DRAWING TITLE:

## PROPOSED SITE PLAN



DRAWN BY: DM		PROJECT NO:  020-385
DESIGNED BY: TD		
APPROVED BY: TD		DRAWING NO:  SP-1
DATE: JAN 2021	SCALE: 1:250	



## Planning Advisory Committee Report

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**Report Number:** PLAN2021-045  
**Meeting Date:** August 4, 2021  
**Title:** Rezoning Application by Three Lakes Developments Inc.  
**Description:** Rezoning Application (D06-2021-016 to Permit Front Porch and Rear Deck Encroachments into Front and Rear Yards Setbacks)  
**Type of Report:** Public Meeting  
**Author and Title:** Richard Holy, Acting Director of Development Services

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### Recommendations:

**That** Report PLAN2021-045, **Rezoning Application - Three Lakes Developments Inc. (Former Rokeby Subdivision)**, be received;

**That**, provided that there are no substantive public concerns raised at the Public Meeting, the rezoning application for the Three Lakes Developments Inc. (Former Rokeby Subdivision), City of Kawartha Lakes, substantially in the form attached as Appendix "C" to Report PLAN2021-045 be approved by Council; and

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

**(Acting) Department Head:** \_\_\_\_\_

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

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

## **Background:**

The approval for the development dates back to March 3, 1989, when 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.

In December 2020, Council approved the subdivision agreement for the first 68 lots of the proposed development. The developer is currently working towards registration of the M Plan for the subdivision.

Owner:	Three Lakes Developments Inc.
Applicant:	MHBC Limited
Legal Description:	Part of Lot 16, Concession 9 and Part of Park Lot 2, Registered Plan No. 70
Official Plan:	Urban in the County of Victoria Official Plan
Zoning:	Urban Residential Type One Exception Fourteen – Holding (R1-S14(H)) Zone, Urban Residential Type One Exception Fifteen – Holding (R1-S15(H)) Zone, Urban Residential Type One Exception Sixteen – Holding (R1-S16(H)) Zone, Urban Residential Type One Exception Seventeen – Holding (R1-S17(H)) Zone, Urban Residential Type Four Exception Nine (R4-S9(H)) Zone, Urban Residential Type Four Exception Ten - Holding (R4-S10(H)) Zone, Open Space (O1) Zone, Open Space Exception One - Holding (O1-S1(H)) Zone and Open Space Exception Two (O1-S2) Zone in Village of Bobcaygeon Zoning By-law 16-78

Area:	16.02 hectares (39.6 acres)
Site Servicing:	The property will be serviced by full municipal water, sanitary, and stormwater management facilities.
Existing Uses:	The property is currently serviced by the developer.
Adjacent Uses:	North: Rural residential and rural properties
	East: Urban residential
	South: Urban residential
	West: Vacant land and urban residential

## **Rationale:**

MHBC Limited has submitted the rezoning application on behalf of Three Lakes Developments Inc. to change to the R1-S14, R1-S15, R1-S16 and R1-S17 zones is to accommodate:

1. an encroachment of 1.5m for any porch and an additional 1.5m for any stairs beyond a porch in the front yard; and,
2. an encroachment of 1.8 m for any deck or stairs in the rear yard.

The Village of Bobcaygeon Zoning By-law 16-78 does not permit encroachments into required front or rear setbacks, relying instead on a larger lot fabric where encroachments are not necessary. The zoning change will permit encroachments into the front and rear yards for front porches, stairs and decks that are currently not permitted by the Zoning By-law 16-78. This will not change the lot pattern or the proposed uses within the draft plan of subdivision.

## **Provincial Policies:**

### **Provincial Policy Statement, 2020:**

The Provincial Policy Statement, 2020 (PPS) sets the policy foundation for regulating development and land use planning in Ontario. A balance between economic development, efficient use of resources, public health and safety, and the quality of the natural and built environment is facilitated through the policies contained in this document. The intent of the proposed amendments is to facilitate the development of housing that is more street friendly and allows some outdoor amenity space.

Section 1.1.1. includes provisions that aim to sustain healthy, liveable and safe communities. The proposed location and type of housing that comprise this



development are supported by 1.1.1.b) which states that, "healthy, liveable and safe communities are sustained by accommodating an appropriate affordable and market-based range and mix of residential types, employment, institutional, recreation, park and open space, and other uses to meet long-term needs." Provisions 1.1.1.d and 1.1.1.e support intensification of lands within an established settlement area in order to achieve cost-effective development patterns and minimize land consumption and servicing costs. Both of these sections are realized through the proposed amendment.

As previously stated, the proposed development is within a Settlement Area. The PPS contains policies that pertain to the vitality and development of settlement areas such section 1.1.3.2. which states that, "Land use patterns within settlement areas shall be based on densities and a mix of land uses which: efficiently use land and resources; are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion; and, are transit-supportive, where transit is planned, exists or may be developed." Staff feel that the proposed amendments would facilitate an efficient use of land given that, following preliminary review of the supported materials, no upgrading of municipal servicing or traffic infrastructure is required.

The Engineering and Corporate Assets Department has stated that the additional lot coverage will not be an issue from a stormwater servicing perspective. This satisfies Section 1.6.6: Sewage, Water and Stormwater of the PPS which states that: "Municipal sewage services and municipal water services are the preferred form of servicing for settlement areas to support protection of the environment and minimize potential risks to human health and safety. Within settlement areas with existing municipal sewage services and municipal water services, intensification and redevelopment shall be promoted wherever feasible to optimize the use of the services."

Staff feels that the application conforms to the policies of the PPS.

### **A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2020:**

To plan for growth and development in a manner that supports economic prosperity, protects the environment, and assists communities in achieving a high quality of life, the Ontario government prepared A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2020 (Growth Plan).

Section 2.2.6 of the Growth Plan contains policies that pertain to housing. This proposal achieves many of the policies within Section 2.2.6 in addition to supporting complete communities.

The Growth Plan places emphasis on the creation of complete communities through the implementation of the policies contained within. For instance, as per section 2.2.1.4,

such policies are supporting the achievement of complete communities that provide a diverse range and mix of housing options to accommodate people at all stages of life, and to accommodate the needs of all household sizes and incomes.

Staff feels that the application conforms to the policies of the Growth Plan.

### **Official Plan Conformity:**

The property is designated “Urban” in the County of Victoria Official Plan. This proposed rezoning application conforms to the policies and land use 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. Given that the Zoning By-law does not permit yard encroachments, the applicant has submitted a rezoning application to consider encroachments into the front yard setbacks for front porches and stairs as well as encroachments for decks or stairs in the rear yard.

### **Other Alternatives Considered:**

No other alternatives have been considered.

### **Alignment to Strategic Priorities:**

The Council Adopted Strategic Plan identifies these Strategic Priorities:

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

This application aligns with the Vibrant and Growing Economy priority by providing economic opportunities for local contractors as well as with the Exceptional Quality of Life priority as it provides for new housing availability.

[Kawartha Lakes Strategic Plan 2020-2023](#)

## **Financial/Operation Impacts:**

There are no financial or operational impacts pertaining to the proposed amendments. Costs would be incurred in the event of an appeal to the Ontario Land Tribunal of the decision made by Council.

## **Servicing Comments:**

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

## **Consultations:**

Notice of this application was delivered to property owners within 120m of the subject site. In alignment with Public Notice procedure, signage detailing the amendment was placed on site.

## **Public Comments:**

A Public Meeting was held on July 14, 2021 at which three residents voiced their concerns with the development. Their comments can be grouped into the following categories.

1. There were concerns raised with construction practices being used by the developer. These include spillage of materials related to the construction of the berm onto private property, contractor conduct issues, and direct discharge of dirty stormwater into Sturgeon Lake. While not part of the rezoning application, the City has been made aware of these issues in the past and doing its best to monitor and resolve these issues.
2. Several residents mentioned that there would be a loss of privacy associated with the removal of trees along the property line. To mitigate this issue, they have requested a 2.0 metre-high privacy fence.
3. Concerns were also raised over the possibility of flooding from the development.
4. One resident requested a graphic of what the proposed changes to the front yard and rear yard setbacks. These are attached in Appendix "C" to this report.

The following answers are provided by Staff to these concerns:

1. While these types of performance issues are generally not part of the rezoning application but more within the implementation realm, the City has been made aware of these issues in the past and is doing its best to monitor and resolve these issues with the developer.

2. The issue of privacy loss has been discussed with the developer. In order to mitigate the privacy matter, staff are proposing to include a provision in the zoning by-law that requires the developer to construct a 2.0 metre-high privacy wood fence between all new lots that back onto or flank any lots that front onto Front Street West. This will be constructed on top of a berm that will be approximately 1 metre in height.
3. The subdivision has been designed to accommodate all stormwater within the stormwater management system constructed for this subdivision. As a result, there should be no more flooding occurring from the subject lands onto the Front Street West lots.
4. The Lot Demonstration Plans contained in Appendix "C" to this report should provide a depiction of the proposed zoning changes.

A phone call was also received from an abutting resident requested clarification whether or not the encroachments would be onto abutting private property. Staff explained the nature of the proposed front and rear yard encroachments for the porches and decks and the resident accepted the explanation.

#### **Agency Review Comments:**

The application was also circulated to all required agencies for comment. Both the Engineering and Corporate Assets Department and the Building and Septic have no concerns with the proposed zoning by-law amendment.

As a result of the application circulation process, comments were received from the Curve Lake First Nation (CLFN) requesting further information on how the application mitigates impacts on the environment and whether any archaeological assessment work had been completed for the property. In response to the request, the applicant provided a submission package, which included the Stage I and Stage II archaeological assessment and environmental impact assessment that had been prepared for the development application, to the CLFN for review. They remain concerned about the proposal's impact on water quality of Sturgeon Lake as well as plants and animals in the area and also to protect their Treaty ability to harvest and fish in the area. Staff have stated that the development has been approved using the latest Provincial engineering standards to protect Sturgeon Lake, that KRCA has also been involved to protect water quality, and that environmental impacts have been addressed through an environmental impact study during the last approval. Staff and the applicant have arranged a meeting with CLFN in September to discuss these issues as they relate to future phases of the development.

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

The proposed rezoning application would allow a better use of the lots by permitting front porches on the fronts of homes and creating a more intimate street feeling. Similarly, allowing decks to encroach into the rear yards allows new home owners to enjoy their back yards. In order to address the privacy concerns raised by a number of residents, a 2.0 metre-high wooden privacy fence will be installed along all new lots that back onto or flank lots on Front Street West.

The applicant also agrees with the provision that moves the habitable portion of the dwelling towards the street. This has been increased to a 3.0 metre encroachment for the porch and 1.5 metre encroachment for the steps.

Staff are also proposing that the lot coverage be increased from 45% to 50% to accommodate the porches and stairs in the front yard. While most units can be accommodated with the 45% lot coverage, one dwelling type, which is a bungalow, would benefit from the increased lot coverage provision.

The zoning provisions also do not include the rear decks and stairs into the lot coverage provisions because they are not fully enclosed. Any precipitation would drain off the decks between the boards and infiltrate into the ground, as such not contributing to runoff characterized by a hard surface.

The proposed zoning amendment will not change the design or intensity of the development. The subdivision has been approved based on the latest Provincial engineering standards. The applicant has been servicing the lands and constructing the roads and is getting close to finalizing the subdivision plan for signature.

## **Conclusion:**

City staff has completed their review of the rezoning application and supports the proposed zoning by-law amendment contained in Appendix "D" to the Report. Staff respectfully recommends that the proposed zoning by-law amendment be forwarded to Council for approval.

## Attachments:

The following attached documents may include scanned images of appendices, maps, and photographs. If you require an alternative format, please call Richard Holy, Acting Director of Development Services, (705) 324-9411 extension 1246.

### Appendix "A" – Location Map



Appendix A  
D06-2021-016-Locati

### Appendix "B" – Subdivison Phasing Plan



Appendix B Three  
Lakes Developments

### Appendix "C" – Lot Demonstration Plans



Appendix C Zone  
App-LOT 19 20.Aug2



Appendix C Zone  
App-LOT 41-43.Aug2



Appendix C Zone  
App-LOT 63.Aug202

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



Appendix D Draft  
Zoning By-law - Thr

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

**(Acting) Department Head:** Richard Holy, Acting Director of Development Services

**Department File:** D06-2021-01

Geographic Township  
of Verulam



K.L. Rd. #8

North St.

Subject  
Land

West St.

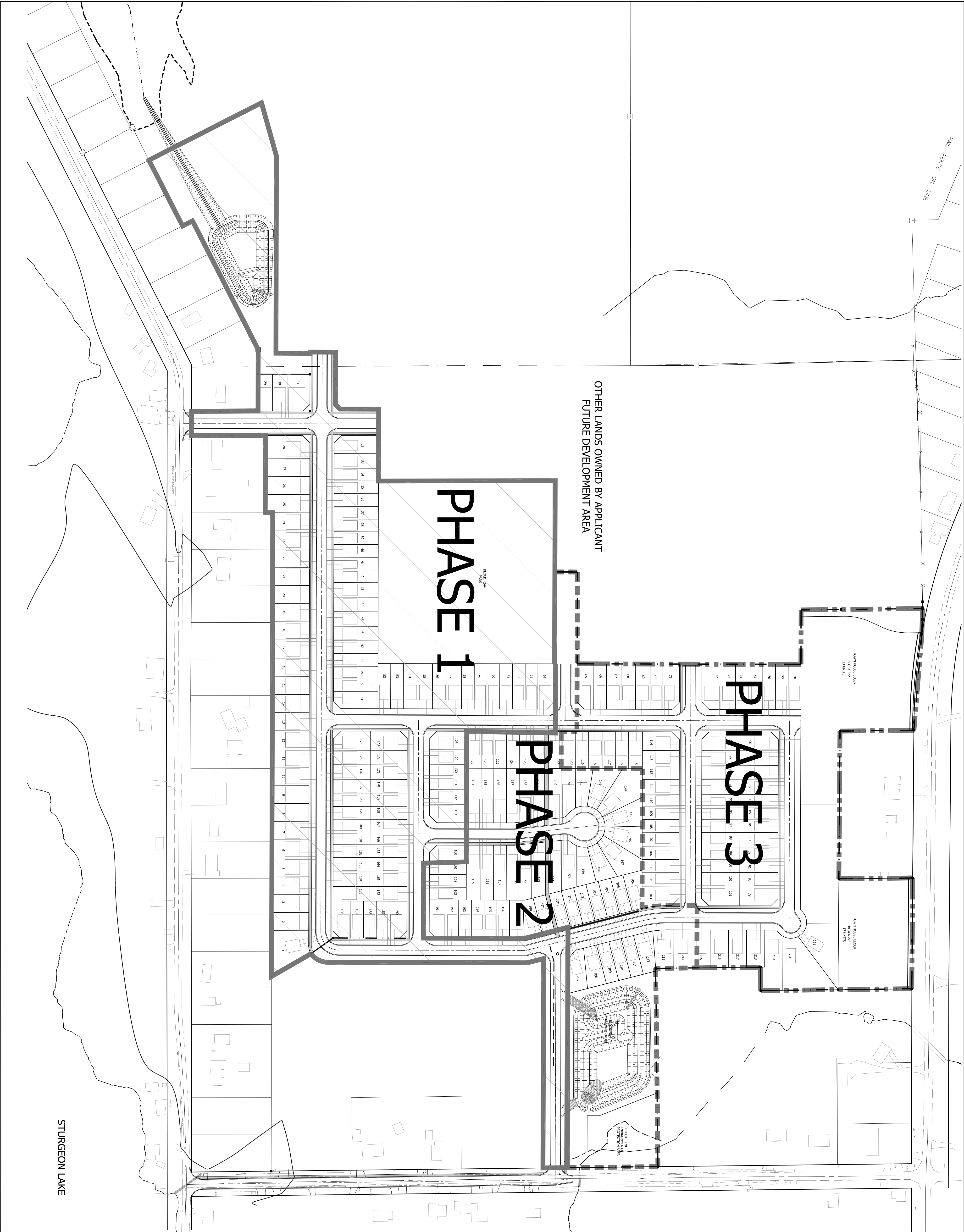
Front St. W.

'Bobcaygeon'

Sturgeon Lake

K.L. Rd. #24





LEGEND

× 251.79

EXISTING ELEVATION

× 250.74

EXISTING ELEVATION

2.0%↘

PROPOSED GRADE

PROPOSED 3:1 SLOPE

PROPOSED 1.5m SIDEWALK

PROPOSED ROAD CENTERLINE

PROPOSED BUILDING ENVELOPE

PROPOSED MAJOR FLOW ROUTE

PROPOSED SWALE

SUBDIVISION BOUNDARY

249.50↙

EXISTING CONTOUR

PROPOSED CATCH BASIN

PROPOSED CATCH BASIN MAINTENANCE HOLE

PROPOSED STORM SEWER MAINTENANCE HOLE

PROPOSED RA-1 STOP SIGN

PROPOSED SANITARY MH

PROPOSED 150 mm PVC WATER MAIN

PROPOSED STORM SEWER LINES

PROPOSED SANITARY SEWER LINES

PHASE 1 BOUNDARY

PHASE 2 BOUNDARY

PHASE 3 BOUNDARY

NO.

DATE

DESIGN APPR

REVISIONS

SIGN

DESIGN: M.I.O.

DRAWN: M.I.O.

CHECK: T.D.

DATE: 2010-02-10

STAMP

STAMP

SHEET SIZE: 22 x 34

SCALE:

0 10 20 30 40 50 60

1:1500

THE GREER GALLOWAY GROUP INC.

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City of KAWARTHA LAKES

Catch the Kawartha spirit

PROJECT

ROKEBY SUBDIVISION

FRONT STREET, BOBCAYGEON, ON.

TITLE

PHASING PLAN

CONTRACT

CONSULTANT FILE

08-1-6562

SHEET

1 OF 1

DRAWING

P-1

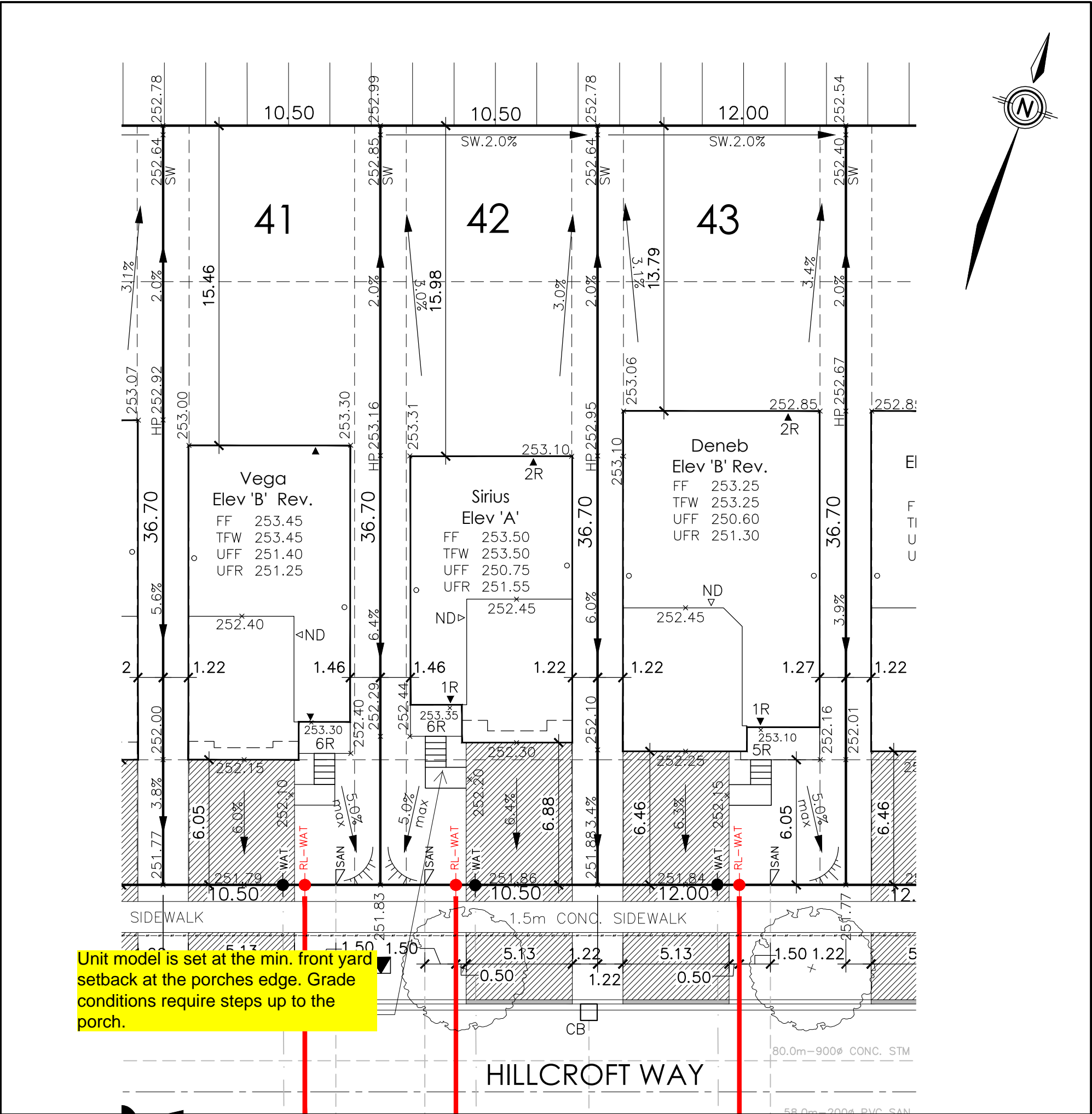
REV.

A

28







Unit model is set at the min. front yard setback at the porches edge. Grade conditions require steps up to the porch.

The undersigned has reviewed and takes responsibility for this design, and has the qualifications and meets the requirements set out in the Ontario Building Code to be a designer.

Nick Menonna  
Name Signature 23967 BCIN

Daniel Venturuzzo  
Name Signature 29448 BCIN

VERUS DESIGN INC.  
Firm Name 110512 BCIN

All drawings & specifications, are an instrument of service, provided by, & are the property of, Camber Design Inc., (the Designer) & must be returned upon completion of the work.

The contractor must verify & accept responsibility for all dimensions & conditions on site & must notify the Designer, of any variations or discrepancy from the supplied information, before proceeding with the work.

The Designer is not responsible for the accuracy of survey, structural, mechanical, electrical, engineering information, etc. (the Consultants), which is shown on this drawing. Refer to the appropriate Consultants drawings before proceeding with the work.

Construction must conform to all applicable codes & requirements of the authorities having jurisdiction. Unless otherwise noted, no investigation has been undertaken or reported on by the Designer, in regards to the environmental condition of the site to which this drawing relates.

This drawing is not to be scaled. All architectural symbols indicated on this drawing are graphic representations only.

The as-built information provided in these drawings is for information purposes only. All dimensions are calculated from on site observations representing existing conditions. The information provided must be confirmed prior to construction, enlargement or alteration of any part, or in whole, of the existing building Owner of the property will not hold The Designer liable for the Work done by others nor shall The Architect be held responsible for the accuracy of the information provided by any

- LP LIGHT POLE
- ⊕ H HYDRANT
- TRANSFORMER
- WATER SERVICE
- ▽ DOUBLE STM. CONNECTION
- ▽ SINGLE STM. CONNECTION
- ▽ SINGLE SAN. CONNECTION
- CB CATCH BASIN
- △ EXTERIOR DOOR LOCATION
- └─ R (R= No. OF RISERS)

- SIDE WINDOW LOCATION
- SWALE DIRECTION
- STREET SIGN
- ⊠ CABLE TELEVISION PEDESTAL
- BELL PEDESTAL
- FF FINISHED FLOOR ELEVATION
- UF UNDERSIDE FOOTING ELEVATION
- BF FIN. BASEMENT FLOOR SLAB
- TFW TOP OF FOUNDATION WALL
- UFR UNDERSIDE FOOTING AT REAR
- UFF UNDERSIDE FOOTING AT FRONT

- W.O.D. WALK OUT DECK
- W.O.B. WALK OUT BASEMENT
- H— HYDRO SERVICE LATERAL
- \*—\* 1.5m BLACK VINYL CHAIN LINK FENCE
- ▤ EMBANKMENT 3:1 SLOPE
- ⊗ PROPOSED VALVE
- MAIL SUPER MAIL BOX
- ▨ PROVIDE 3/4" DIA. CLEAR STONE IN THIS AREA

- REV REVERSE PLAN
- RAIN WATER DOWNSPOUT LOCATION (DISCHARGE ONTO SPLASHPAD)
- RETAINING WALL
- - - ACOUSTICAL FENCE (SEE LANDSCAPE PLAN)
- ▤ WOOD SCREEN FENCE (SEE LANDSCAPE PLAN)
- AC AIR CONDITIONER REQUIRED
- \* THIS LOT CONTAINS ENGINEERED FILL
- 124 LOT NUMBER

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Client  
Three Lakes Developments

Project Name:  
The Stars in Bobcaygeon - Ph.1  
Town of Bobcaygeon, ON

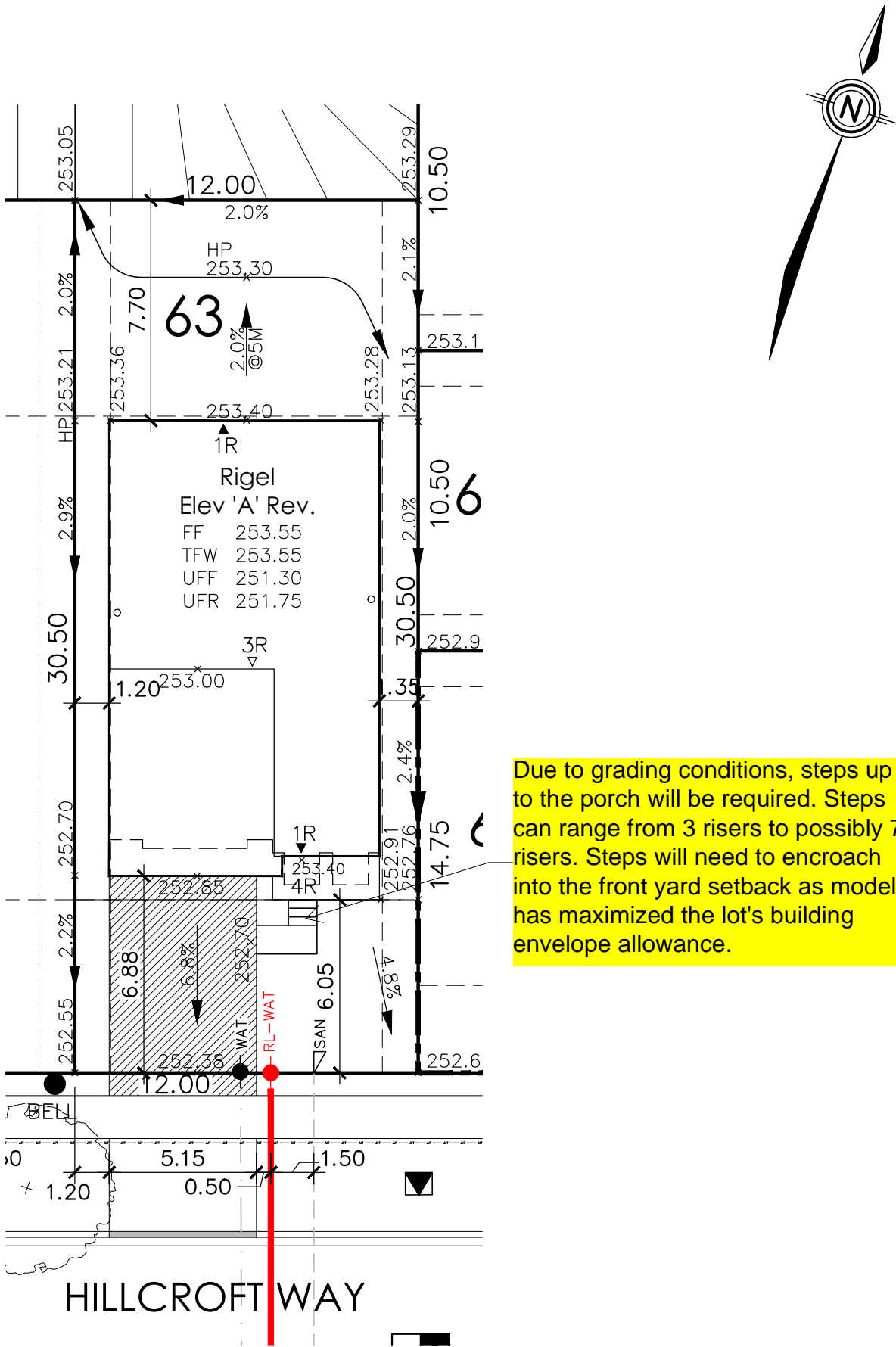
Sheet Title  
Siting & Grading Plan  
Reg. Plan No:  
Lot: 41-43

Scale:  
1:200  
Date Issued:  
June.01.2021

Drawn by:  
NM  
Project No.  
145.20

File:  
145.20-TLD-ROKEYB-SP-PH1  
Drawing No.

SP1-PH1



The undersigned has reviewed and takes responsibility for this design, and has the qualifications and meets the requirements set out in the Ontario Building Code to be a designer.

Nick Menonna 23967  
Name Signature BCIN

Daniel Venturuzzo 29448  
Name Signature BCIN

VERUS DESIGN INC. 110512  
Firm Name BCIN

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- \* THIS LOT CONTAINS ENGINEERED FILL
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Client  
**Three Lakes Developments**

Project Name:  
**The Stars in Bobcaygeon - Ph.1  
Town of Bobcaygeon, ON**

Sheet Title  
**Siting & Grading Plan  
Reg. Plan No:  
Lot: 63**

Scale:  
**1:200**

Date Issued:  
**June.01.2021**

Drawn by:  
**NM**

Project No.  
**145.20**

File:  
**145.20-TLD-ROKEYB-SP-PH1**

Drawing No.

**SP1-PH1**

The Corporation of the City of Kawartha Lakes

By-Law 2021 -

A By-Law To Amend The Village of Bobcaygeon Zoning By-Law No. 16-78 To Rezone Land Within The City Of Kawartha Lakes

File D06-2021-016, Report PLAN2021-045, respecting Part of Lot 16, Concession 9 and Part of Park Lot 2, Registered Plan No. 70, former Village of Bobcaygeon, Vacant Land on Front Street West and West Street – Three Lakes Developments Inc.

Recitals:

- 1. Section 34 of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to determine the appropriate zoning categories and provisions assigned to land.
- 2. Council has received an application to amend the categories and provisions relating to a specific parcel of land to permit front porch and stair encroachments into the front yards and deck and stair encroachments into the rear yards of lots on the subject land.
- 3. A public meeting to solicit public input has been held.
- 4. Council deems it appropriate to rezone the Property.

Accordingly, the Council of the Corporation of the City of Kawartha Lakes enacts this By-law 2021-\_\_.

Section 1:00 Zoning Details

- 1.01 **Property Affected:** The Property affected by this by-law is described as Part of Lot 16, Concession 9 and Part of Park Lot 2, Registered Plan No. 70, former Village of Bobcaygeon, City of Kawartha Lakes.
- 1.02 **Textual Amendment:** By-law No. 16-78 of the Village of Bobcaygeon is further amended by replacing Section 5.3.n with the following:

“5.3.n. Urban Residential Type One Exception Fourteen (R1-S14) Zone

Notwithstanding subsection 5.2, land zoned R1-S14 shall be subject to the following provisions:

Minimum Lot Area	450 sq.m.
Minimum Front Yard	6 m
Minimum Side Yard	1.2 m
Minimum Flankage Yard	3 m
Maximum Lot Coverage	50%

No accessory buildings, structures, or fencing shall be erected within 4.5 metres of the rear lot line within an R1-S14 zone. Notwithstanding this provision, a privacy fence may be erected parallel to the rear lot line within 0.20 metres of the rear lot line.

A 2.0 metre high wooden privacy fence shall be installed on a 1.0 metre high berm between any lot within an R1-S14 zone that backs onto or flanks a lot with frontage on Front Street West.

Notwithstanding the front yard setback above, a front porch may be permitted to encroach up to 3.0 metres into the front yard setback with the stairs being allowed to encroach a further 1.5 metres into the front yard setback beyond the front porch.

Notwithstanding Section 5.2.e., a deck and stairs may encroach a maximum of 1.8 metres into a required rear yard setback but shall not be included as part of lot coverage.”

- 1.03 **Textual Amendment:** By-law No. 16-78 of the Village of Bobcaygeon is further amended by replacing Section 5.3.o with the following:

“5.3.o. Urban Residential Type One Exception Fifteen (R1-S15) Zone

Notwithstanding subsection 5.2, land zoned R1-S15 shall be subject to the following provisions:

Minimum Lot Area	450 sq.m.
Minimum Front Yard	6 m
Minimum Side Yard	1.2 m
Minimum Flankage Yard	3 m
Maximum Lot Coverage	50%

Notwithstanding the front yard setback above, a front porch may be permitted to encroach up to 3.0 metres into the front yard setback with the stairs being allowed to encroach a further 1.5 metres into the front yard setback beyond the front porch.

Notwithstanding Section 5.2.e., a deck and stairs may encroach a maximum of 1.8 metres into a required rear yard setback but shall not be included as part of lot coverage.”

- 1.04 **Textual Amendment:** By-law No. 16-78 of the Village of Bobcaygeon is further amended by replacing Section 5.3.p with the following:

“5.3.p. Urban Residential Type One Exception Sixteen (R1-S16) Zone

Notwithstanding subsection 5.2, land zoned R1-S16 shall be subject to the following provisions:

Minimum Lot Area	360 sq.m.
Minimum Lot Frontage	12 m
Minimum Front Yard	6 m
Minimum Side Yard	1.2 m
Minimum Flankage Yard	3 m
Maximum Lot Coverage	50%

Notwithstanding the front yard setback above, a front porch may be permitted to encroach up to 3.0 metres into the front yard setback with the stairs being allowed to encroach a further 1.5 metres into the front yard setback beyond the front porch.

A 2.0 metre high wooden privacy fence shall be installed on a 1.0 metre high berm between any lot within an R1-S16 zone that backs onto or flanks a lot with frontage on Front Street West.

Notwithstanding Section 5.2.e., a deck and stairs may encroach a maximum of 1.8 metres into a required rear yard setback but shall not be included as part of lot coverage.”

- 1.05 **Textual Amendment:** By-law No. 16-78 of the Village of Bobcaygeon is further amended by replacing Section 5.3.q with the following:

“5.3.q. Urban Residential Type One Exception Seventeen (R1-S17) Zone

Notwithstanding subsection 5.2, land zoned R1-17 shall be subject to the following provisions:

Minimum Lot Area	320 sq.m.
Minimum Lot Frontage	10.5 m
Minimum Front Yard	6 m
Minimum Side Yard	1.2 m
Minimum Flankage Yard	3 m
Maximum Lot Coverage	50%

Notwithstanding the front yard setback above, a front porch may be permitted to encroach up to 3.0 metres into the front yard setback with the stairs being allowed to encroach a further 1.5 metres into the front yard setback beyond the front porch.

Notwithstanding Section 5.2.e., a deck and stairs may encroach a maximum of 1.8 metres into a required rear yard setback but shall not be included as part of lot coverage.”

**Section 2:00      Effective Date**

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

By-law read a first, second and third time, and finally passed, this \*\* day of \*\* , 2021.

\_\_\_\_\_  
Andy Letham, Mayor

\_\_\_\_\_  
Cathie Ritchie, City Clerk







## Planning Advisory Committee Report

---

<b>Report Number:</b>	<b>PLAN2021-043</b>
<b>Meeting Date:</b>	August 4, 2021
<b>Title:</b>	<b>Lindsay 2017 Developments Inc. Subdivision Agreement for Sugarwood Phase 1, Lindsay</b>
<b>Description:</b>	Subdivision Agreement to facilitate the development of 215 dwelling units – File D05-2018-004, 16T-18501 (Lindsay 2017 Developments Inc.)
<b>Type of Report:</b>	Regular Meeting
<b>Author and Title:</b>	Ian Walker, Planning Officer – Large Developments

---

### Recommendations:

**That** Report PLAN2021-043, **Lindsay 2017 Developments Inc. Subdivision Agreement for Sugarwood, Lindsay**, be received;

**That** the Subdivision Agreement for Sugarwood, City of Kawartha Lakes, substantially in the form attached as Appendix "C" to Report PLAN2021-043 be approved by Council; and

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

**(Acting) Department Head:** \_\_\_\_\_

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

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



## **Background:**

On December 18, 2019, Council granted draft plan of approval to Plan of Subdivision 16T-18501 to create 394 residential lots for single detached dwellings and 32 blocks for 169 townhouse dwelling units; and a number of other blocks for the following: walkways and emergency vehicle access; stormwater management purposes; road widenings; 0.3 metre reserves; an elementary school; and future potential mixed residential/commercial use blocks.

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 all necessary civil engineering standards and land-use planning requirements.

The City entered into a Pre-Servicing Agreement with the Owner, Lindsay 2017 Developments Inc., on the draft plan approved lands, for the installation of underground municipal water, sanitary, storm and stormwater management servicing infrastructure and associated earthworks, as per the City's corporate policy CP2018-009. Underground site servicing works commenced in early May 2021.

## **Rationale:**

Carmine Nigro, as primary contact for Lindsay 2017 Developments Inc. c/o Craft Development Corporation – Canada, has requested that the City prepare the required Subdivision Agreement for the Sugarwood Phase 1 draft approved plan of subdivision.

There are 100 conditions of draft plan approval. The Applicant, D.G. Biddle & Associates, on behalf of the Owner is currently in the process of obtaining all the necessary clearance letters (indicating the conditions 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 subdivision plan and each of these documents will then be sent to the City solicitor for final review and registration, and residential lots and blocks will be created with the registration of the M-Plans.

## **Provincial Policies:**

### **Provincial Policy Statement, 2020 (PPS):**

As this land is subject to a Minister's Zoning Order (MZO), consistency with the Provincial Policy Statement is not required. Council granted draft plan approval to Plan of Subdivision 16T-18501 in accordance with the policies of the PPS, 2014 which were in effect on December 18, 2019.

### **A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019 and including Amendment 1, 2020 (Growth Plan):**

As this land is subject to the above noted MZO, Schedule 3 amendments to Bill 257 (Supporting Broadband and Infrastructure Expansion Act, 2021) amend the Planning Act and permit the Minister to take other considerations into account when making decisions on zoning orders to support strong communities, a clean and healthy environment and the economic vitality of the Province – overarching objectives in alignment with the Growth Plan.

## **Official Plan Conformity:**

As this land is subject to the above noted MZO, conformity with the Town of Lindsay Official Plan is not required, however, this subdivision plan and implementing Subdivision Agreement conforms to the 'Residential' designation policies in the Town of Lindsay Official Plan, in alignment with the Council approved by-law 2019-175 (Official Plan Amendment 54 to the Town of Lindsay Official Plan), presently under appeal before the Ontario Land Tribunal.

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

The proposed residential uses and subdivision layout contained in the Subdivision Agreement comply with the relevant provisions of the MZO.

## **Other Alternatives Considered:**

No other alternatives have been considered as this application is in compliance with the MZO.

## **Alignment to Strategic Priorities:**

The Council Adopted Strategic Plan identifies these Strategic Priorities:

1. Healthy Environment
2. An Exceptional Quality of Life
3. A Vibrant and Growing Economy
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.

## **Financial/Operation Impacts:**

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

It is Staff's understanding that based on work completed through the Pre-Servicing Agreement, the owner may request a security reduction in advance of registration of the Subdivision Agreement:

1. The City requires that 100% of the securities for the works contained in Schedule "D" be posted with the City as part of the execution of the Subdivision Agreement. If the owner is seeking a reduction in the securities for works that have already been completed to date through the aforementioned pre-servicing agreements, prior to supporting any reduction, the City requires the following:
  - a) Revised Schedule "D" Cost Estimate itemizing components completed and requested security reduction for each component;
  - b) Submission of engineering certification that all works have been constructed in conformity with the plans and specifications approved by the City;

- c) Statutory declaration as per the City template that all accounts for material, labour and equipment are paid in full; and
- d) As built design drawings to be submitted and approved by the City.

Although this has been requested by the developer, insufficient information has been provided to substantiate the request at the writing of this report.

In addition, the owner has formally requested a deferral of Development Charges as per Council Policy CP2019-005, which has been granted.

- 2. The standard Subdivision Agreement requires that all development charges follow the Council approved policy of December, 2019. Staff understands the Owner's intention is to defer payment of these Development Charges to the Occupancy stage.

### **Servicing Comments:**

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; City Treasurer, Kawartha Conservation; and the Ministry of Transportation Ontario.

### **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 proposes to show the street names of St. Joseph Road (an extension of the existing St. Joseph Road); McKay Avenue (Street 'A'); Emerson Street and Emerson Court (Street 'B'); Oneill Street (Street 'E'); Corley Street (Streets 'F', 'G' and 'I'); Keenan Street (Street 'H'); Warner Gate (Street 'J' west of St. Joseph Road) and Sanderson Gate (Street 'J' east of St. Joseph Road), which were selected from the City's Master Names List approved by Council in May, 2018. McKay Avenue will extend into the future proposed development to the north of this development, and St. Joseph Road will connect to the existing development to the northeast.

City staff has completed their review of the draft Plan of Subdivision 16T-18501, Sugarwood Subdivision and endorses Appendices “B” and “C”. We support the recommendations set out in this Report PLAN2021-043. 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 email or call Ian Walker, Planning Officer – Large Developments, [iwalker@kawarthalakes.ca](mailto:iwalker@kawarthalakes.ca) or (705) 324-9411 extension 1368.

### **Appendix A – Location Map**



PLAN2021-043  
Appendix A.pdf

### **Appendix B – Draft M-Plan Phase 1**



PLAN2021-043  
Appendix B.pdf

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



PLAN2021-043  
Appendix C.pdf

**(Acting) Department Head email:** [rholy@kawarthalakes.ca](mailto:rholy@kawarthalakes.ca)

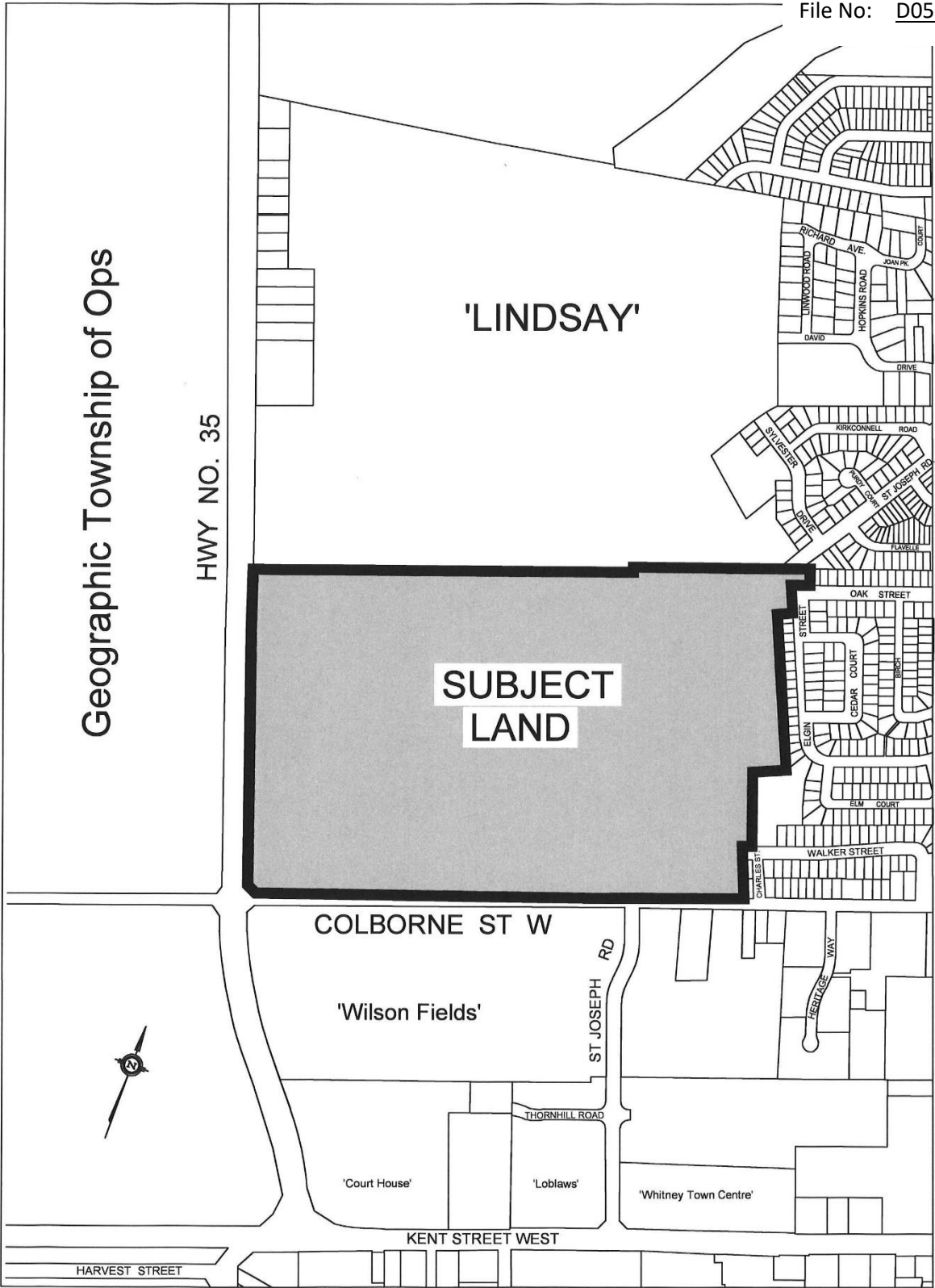
**(Acting) Department Head:** Richard Holy

**Department File:** D05-2018-004

to

Report PLAN2021-043

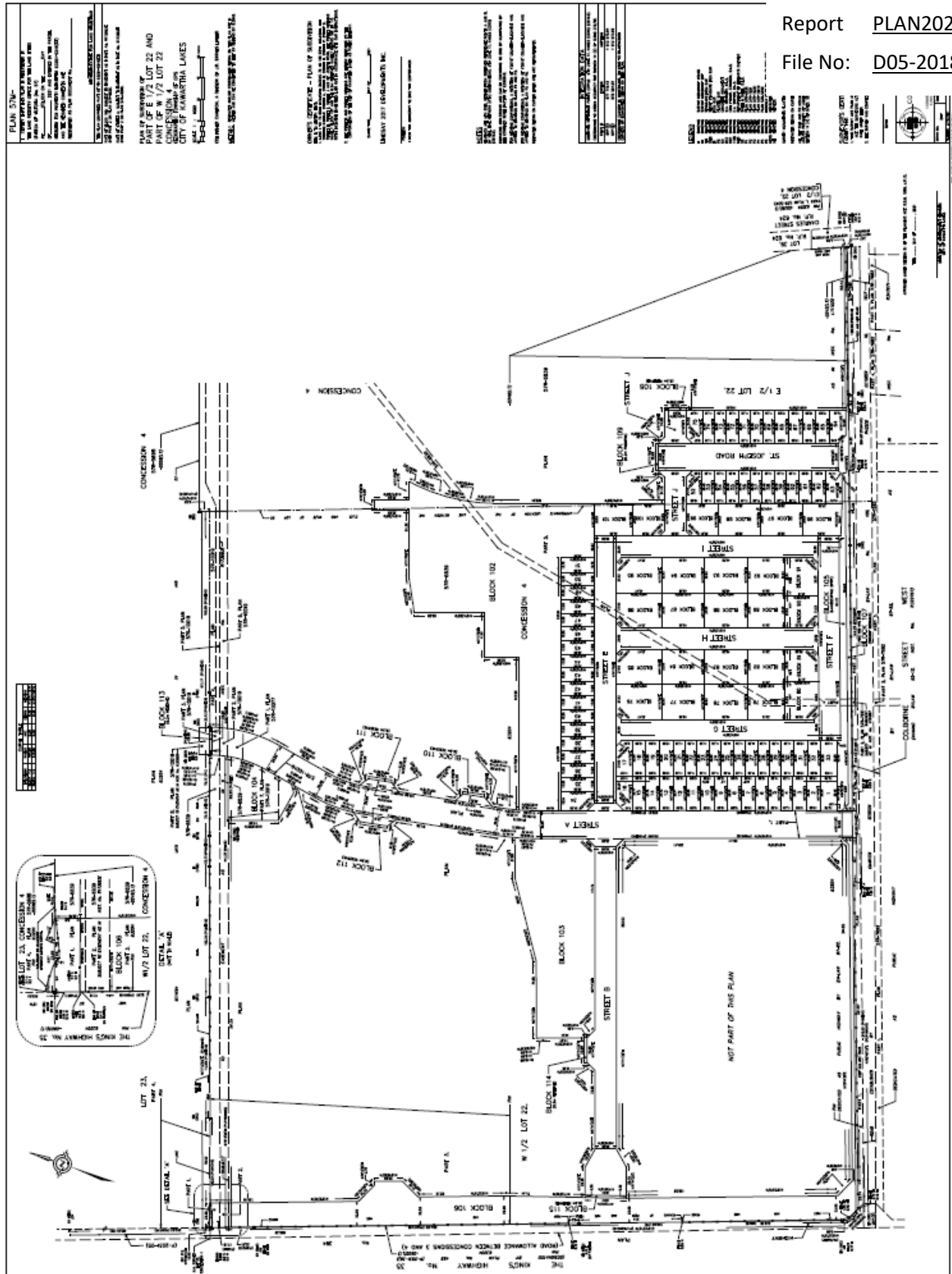
File No: D05-2018-004



to

Report PLAN2021-043

File No: D05-2018-004



Document General

Subdivision Agreement

Between

Lindsay 2017 Developments Inc.

and

The Corporation of the City of Kawartha Lakes

SUGARWOOD

Phase 1

16T- 18501

Dated as of , 2021

Appendix “ C ”  
to  
Report PLAN2021-043  
File No: D05-2018-004



CITY OF KAWARTHA LAKES

SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2021.

BETWEEN:

Lindsay 2017 Developments 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-18501 – D05-2018-004) 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 22, Concession 4, Geographic Township of Ops, City of Kawartha Lakes. More particularly, the Land is described as Lots 1 to 75 both inclusive, as shown on Plan 57M-\_\_\_\_\_, and Blocks 76 to 119 both inclusive, as shown on Plan 57M-\_\_\_\_\_, respectively, City of Kawartha Lakes, hereafter referred to as the "Land".

**Commented [RP1]:** Legal description to be confirmed by M-Plan

AND WHEREAS the Owner has applied to the City pursuant to Subsection 51(26) of the *Planning Act* for an Agreement to provide the implementation of the draft plan conditions for File No. 16T-18501 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.

Commented [RP2]: 36-48 months is typical, to be confirmed

(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 D.G. Biddle & Associates Limited (the “Engineer”), and the Owner shall not retain the services of another engineering firm or change firms without the prior written consent of the Director. The Engineer is hereby approved by the Director and shall file in writing with the Director an undertaking, signed by the Owner and the Engineer, as provided in Schedule “I” with respect to the work being done under \* Length of time for installation to be confirmed by the Owner and Engineer pursuant to the engineering design.

Commented [RP3]: Owner and Engineer to provide, template on CKL website

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 and use of roads and sidewalks is 'at your own risk'. 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 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;
- vi) to comply with and pay all outstanding work orders that the City may have concerning emergency repairs; and
- vii) 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

INDEMNITY

The Owner on behalf of themselves, their heirs, executors, administrators, assigns and successors in title shall indemnify, defend and save harmless the City, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs and investigation expenses), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death, damage to or destruction of property as a result of, or in relation to any matter arising under this Agreement, the enforcement or non-enforcement of the Owner's obligations under this Agreement, the condition or state of repair of any and all of the works carried out in accordance with this Agreement, in consequence of any breach of any warranty, representation, term, obligation or covenant of the Owner contained in this Agreement, except for the negligence or wilful misconduct of the City.

The Owner hereby waives any right to and agrees that it will not commence or continue any claim, including but not limited to any Crossclaim or Third Party claim, for contribution and indemnity against the City its elected officials, officers, employees and agents in relation to any claim, demand, action or suit brought against the Owner by any person for injury, loss or damage arising from or in connection with, the enforcement or non-enforcement of this Agreement or any matter arising under this Agreement, including but not limited to any losses in relation to the design, installation, use, maintenance or repair by the Owner of the works and facilities contemplated in this Agreement, except for the negligence or wilful misconduct of the City.

This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Owner in accordance with this Agreement, and shall survive this Agreement.

INSURANCE

The Owner shall provide and maintain the following insurance coverage throughout the term of this Agreement and any renewal thereof:

- i. Commercial General Liability Insurance shall be in the name of the Owner with the *Corporation of the City of Kawartha Lakes (herein after called the City)* named as an additional insured, with limits of not less than Ten Million (\$10,000,000.00) dollars inclusive per occurrence. Coverage shall include but is not limited to bodily injury, death and damage to property including

loss of use thereof, products and completed operations liability, blanket contractual liability, owners and contractors protective, premises and operations liability, contingent employers liability, non-owned automobile liability and contain a cross liability and severability of interest clause. If applicable, such policy shall include an "XCU" endorsement providing coverage for property damage and injury related to construction works such as excavation, pile driving, blasting, shoring, underpinning, raising or demolition of any building or structure, collapse of any structure or subsidence of any structure or land from any cause;

ii. If applicable, Standard Form Automobile Liability Insurance with limits of not less than Five Million (\$5,000,000.00) dollars inclusive per occurrence for Third Party Liability including bodily injury, death and damage to property, in respect of the use or operation of all motor vehicles owned, operated or leased by the Owner;

iii. "Broad Form" (all risk) Property Insurance covering all property, equipment, machinery, tools and stock used by the Owner for the performance of the Work including costs to clean-up and restore property damaged by sudden and accidental escape of pollutants and shall be in a form acceptable to the City and shall not allow subrogation claims by the Insurer against the City;

iv. The Owner shall cause to be placed by each professional engineer or other professional consultant it retains in connection with its development of the Lands, Professional Liability Insurance in an amount of not less than Two Million (\$2,000,000) dollars per occurrence.

v. Environmental Impairment Liability Insurance subject to limits of not less than Five Million (\$5,000,000.00) dollars inclusive per claim and shall include coverage for but not limited to bodily injury including death, property damage and remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate (including associated monitoring) or dispose of soil, surface water, groundwater or other contamination. The policy shall be endorsed to include the *Corporation of the City Kawartha Lakes* as an additional insured. The policy shall be renewed for 3 years after the termination of this Agreement. The City has the right to request that an Extended Reporting Endorsement be purchased by the Owner at the Owner's sole expense;

vi. Installation Floater insuring any and all materials (including labour), supplies, property of the Owner/property of others intended for the installation in connection with repair, completion, erection or improvement of property. Coverage applies while property is in transit to the installation site, while stored at a temporary location, awaiting installation at the work site, during loading and unloading as well as the course of installation until completed. The limit for any one loss is not to be less than an amount equal



to the maximum value of the property being installed at any one time in the performance of the work being completed;

vii. If applicable, Hook Liability coverage in the amount of the value of the equipment being lifted at any one time during the performance of the work;

viii. Umbrella and/or Excess Liability Insurance policies may be applied to increase liability limits. Certificate(s) of insurance must specify the underlying policies to which the umbrella/excess coverage applies and indicate any applicable aggregates.

Upon execution of this Agreement and thereafter on an annual basis prior to each insurance policy renewal date, until certification of the facilities and works and release of the Securities held by the City pursuant to this Agreement, the Owner shall provide to the City a Certificate of Insurance as evidence of the above required insurance coverage. All policies shall be endorsed to provide the City with not less than thirty (30) Days' written notice of cancellation, material change or amendment restricting coverage. The Owner shall provide the City with a new Certificate of Insurance showing any changes or upon the renewal of coverage. All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario. The insurance shall be with insurers acceptable to the City and with policies in a form satisfactory to the City and if requested, the Owner shall provide the City with a certified copy of the applicable insurance policy and any endorsements. The Owner may be required to provide and maintain additional insurance coverage(s), which are related to this Agreement. All premiums and all applicable deductibles under the above required insurance policies are at the sole cost of the Owner. All policies shall apply as primary and not as excess of any insurance available to the City.

## **2. CLEARANCE OF BUILDING LOTS**

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

The City further COVENANTS AND AGREES with the Owner that no Building Permits will be issued for any Lot or Block shown on Schedule "A" attached hereto until the City has received payment of the Development Charges, all other building permit application fees applicable to such Lot or Block and a permit from Kawartha Region Conservation Authority, where applicable. 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.

#### **1. 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. The City acknowledges it no longer requires and therefore agrees, commensurate with registration of the Agreement, to Release to the Owner that easement held over Part 4 of Plan 57R-6839.
- 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, rights-of-way, 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, rights-of-way, 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 rights-of-way as may be required for the installation and supply of the Public Services, including those easements and rights-of-way which the Director may establish as necessary during construction and prior to Assumption, and any
- 20210720-16T-18501 Draft Subdivision Agreement **Page 11 of 68**

such additional easements and rights-of-way 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) 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.

e) 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).

f) 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.

g) 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:



<u>2021</u> 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		75	140			
Urban NWT Development Charge Rate Per Dwelling Unit	Health and Social	\$218	\$193			
	Airport	\$24	\$21			
	By-Law Enforcement	\$15	\$13			
	Parking	\$117	\$103			
	Parks and Recreation	\$701	\$624			
	Library	\$359	\$320			
	Administration Studies	\$383	\$341			
	Fire	\$341	\$304			
	Paramedic	\$200	\$179			
	Police	\$415	\$370			
	Transit	\$254	\$225			
	Waste Diversion	\$35	\$31			
	Roads and Related	\$6,392	\$5,686			
	Water Treatment	\$3,361	\$2,990			
	Water Distribution	\$3,490	\$3,104			
	Wastewater Treatment	\$4,287	\$3,813			
	Wastewater Collection	\$ NWT	\$ NWT			
		\$20,592	\$18,317			
Total Development Charges Owed to the City by the Owner		\$1,544,400.00	\$2,564,380.00			

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

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

#### 10. NOTIFICATION

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

**Name** **Carmine Nigro**

Lindsay 2017 Developments Inc.  
Craft Development Corporation

**Address:** 2-10 Queen Elizabeth Blvd., Etobicoke, ON, M8Z 1L8

**Phone:** (416) 979-9996 ext. 340  
Mobile: (647) 281-0161

**Email:** [cnigro@craftgrp.com](mailto:cnigro@craftgrp.com)

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

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

#### 11. NOTIFICATION OF SERVICES

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

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

#### 12. HYDROGEOLOGICAL REPORT

Report on the Hydrogeological Assessment for the Property located at the northeast corner of the intersection of Colborne Street and Highway 35, Lindsay, Ontario by Candec Engineering Consultants Inc. dated on July 5, 2021.

#### 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 Street A, McKay Avenue. 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 the Minister's Zoning Order (O. Reg. 355/20, as amended March 5, 2021).

**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 Building 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 the lands comprised of Lots 61 to 63 and Block 96, all inclusive, 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, 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 AND  
PETERBOROUGH, VICTORIA, NORTHUMBERLAND AND CLARINGTON  
CATHOLIC 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 and the Peterborough, Victoria, Northumberland and Clarington Catholic 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 with respect to fire breaks, 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. 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 Kawartha Region Conservation Authority has reviewed and approved the stormwater management report and plan, erosion and sedimentation plan, and final Lot Grading Plans as required under this Section.

**29. SEWER UPGRADES**

- a) **UPGRADES TO EXISTING STORM SEWER**  
*Specific requirements as applicable to the plan are to be inserted.*
- b) **UPGRADES TO EXISTING SANITARY SEWER**  
Existing sanitary sewer infrastructure is to be adjusted as per the Engineering Design and Schedule A-1.

**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 for the lots for single detached dwellings, and the equivalent cash-in-lieu of the dedication of parkland equal to 1 hectare per 300 dwelling units for the blocks for townhouse dwellings. 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)

Commented [RP4]: Owner & DGB to provide

**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 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.

**Commented [RP5]:** Further discussion and coordination with MTO is necessary to ensure MTO requirements are adequately addressed within the subdivision agreement document, and prior to execution of the subdivision agreement by the City.

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

Not applicable

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

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

**Commented [RP6]:** Owner/Engineer to insert

**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**

The Land affected by this Agreement is legally described as Part of Lot 22, Concession 4, Formerly Township of Ops now in the City of Kawartha Lakes. More particularly, the Land is described as, Lots 1 to 75 both inclusive, as shown on Plan 57M-\_\_\_\_\_, and Blocks 76 to 119 inclusive, as shown on Plan 57M-\_\_\_\_\_, City of Kawartha Lakes.

**Commented [RP7]:** To be confirmed by M-Plan

DRAFT

**SCHEDULE “A-1”**

**ENGINEERING AND LANDSCAPE 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.***

- Drawing No. R-1: Standard Notes and References
- Drawing No. R-2 & R3: OPSD standards
- Drawing No. R-4: City of Kawartha Lakes Standards
- Drawing No. R-5: City of Kawartha Lakes Cross Sections
- Drawing No. D-1 to D-4: General Servicing Plans (Schedule ‘A’)
- Drawing No. LG-1 to LG-5: Grading Plans (Schedule ‘E’)
- Drawing No. C-1 to C-3: Ph1 McKay Avenue (0+000 TO 0+540)
- Drawing No. C-4: Ph1 Emerson Street (0+000 TO 0+175)
- Drawing No. C-5: Ph1 Emerson Court (0+175 TO 0+368.544)
- Drawing No. C-6 & C-7: Ph1 Colborne Street West (9+720 TO 10+120)
- Drawing No. C-8 to C-10: Ph1 SWM Pond West (Inlet & Outlet Details, CS)
- Drawing No. C-11: Ph1 Oneill Street (0+000 TO 0+220)
- Drawing No. C-12 to C-14: Ph1 Corley Street (0+220 TO 0+832.594)
- Drawing No. C-15: Keenan Street (0+000 TO 0+209.407)
- Drawing No. C-16: Warner Gate (0+000 TO 0+168.500)
- Drawing No. C-17: ST Joseph Road (0+000 TO 0+200)
- Drawing No. C-18 to C-20: SWM Pond East (Outlet & Inlet Details, CS)
- Drawing No. ES-1 to ES-5: Erosion and Sediment Control Plan (Schedule ‘G’)
- Drawing No. SA-1 & SA-2: Sanitary Sewer Drainage Plans
- Drawing No. ST-1 & ST-2: Storm Sewer Drainage Plans
- Drawing No. TS-1 & TS-2: Traffic Signage and Details Plans
- Drawing No. UC-1 to UC-4: Utility Coordination Plans
- Drawing No. L1.0 to L1.2: Phase I Street Trees landscape plan
- Drawing No. L6.0 to L6.1: SWM Pond Landscape Plan
- Drawing No. L6.2 to L6.3: Landscape Plan Details

**SCHEDULE “B”**

**LAND FOR MUNICIPAL PURPOSES**

**Commented [RP8]:** Lot, Block numbering to be confirmed by M-Plan

**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, McKay Avenue, Emerson Street, Emerson Court, Oneill Street, Corley Street, Keenan Street, Warner Gate, Sanderson Gate and St. Joseph Road (from Colborne Street West to Warner Gate), and Block 107 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) 108 to 115, inclusive, as shown on Plan 57M-\_\_\_\_\_ and Plan 57M-\_\_\_\_\_ (16T-18501) 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) 102 and 103 of Plan 57M- \_\_\_\_\_ and shall convey Blocks 102 and 103 each for construction and placement of a stormwater management pond and sediment drying areas of Plan 57M-\_\_\_\_\_ to the City.

**6. PARKLAND**

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 for the lots for single detached dwellings, and the equivalent cash-in-lieu of the dedication of parkland equal to 1 hectare per 300 dwelling units for the blocks for townhouse dwellings, for Phase 1.

**7. LANDSCAPE STRIP**

The Owner shall covey Block 105 to the City for a landscape buffer strip.



**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:

- h) 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 Engineering 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 Region Conservation Authority and the Ministry of Transportation.

**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.

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, 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

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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 for the lots for single detached dwellings, and the equivalent cash-in-lieu of the dedication of parkland equal to 1 hectare per 300 dwelling units for the blocks for townhouse dwellings. 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**

An acoustic fence shall be installed along the rear south lot lines of Lots 1, 33, 63, and 64, and Block 96 both inclusive, and along the rear lot lines of Lots 34 to 51 and along the side lot lines of Lot 51 and Block 101, all inclusive, a black vinyl chain link fence shall be installed.

**13. Walkway**

***Not 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

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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**

Commented [RP9]: To be confirmed by M-Plan

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-18501	Address
Lot 1	4 McKay Ave
Lot 2	6 McKay Ave
Lot 3	8 McKay Ave
Lot 4	10 McKay Ave
Lot 5	12 McKay Ave
Lot 6	14 McKay Ave
Lot 7	16 McKay Ave
Lot 8	18 McKay Ave
Lot 9	20 McKay Ave
Lot 10	22 McKay Ave
Lot 11	24 McKay Ave
Lot 12	26 McKay Ave
Lot 13	28 McKay Ave
Lot 14	30 McKay Ave
Lot 15	32 McKay Ave
Lot 16	34 McKay Ave
Lot 17	1 Corley St
Lot 18	7 Corley St
Lot 19	11 Corley St
Lot 20	13 Corley St
Lot 21	17 Corley St
Lot 22	21 Corley St
Lot 23	25 Corley St
Lot 24	27 Corley St
Lot 25	31 Corley St
Lot 26	35 Corley St
Lot 27	37 Corley St
Lot 28	41 Corley St
Lot 29	45 Corley St
Lot 30	47 Corley St
Lot 31	49 Corley St
Lot 32	51 Corley St

Lot # / Block on Draft Plan 16T-18501	Address
Lot 33	53 Corley St
Lot 34	3 Oneill St
Lot 35	5 Oneill St
Lot 36	7 Oneill St
Lot 37	9 Oneill St
Lot 38	11 Oneill St
Lot 39	13 Oneill St
Lot 40	15 Oneill St
Lot 41	17 Oneill St
Lot 42	19 Oneill St
Lot 43	21 Oneill St
Lot 44	23 Oneill St
Lot 45	25 Oneill St
Lot 46	27 Oneill St
Lot 47	29 Oneill St
Lot 48	31 Oneill St
Lot 49	33 Oneill St
Lot 50	35 Oneill St
Lot 51	37 Oneill St
Lot 52	158 St. Joseph Rd
Lot 53	156 St. Joseph Rd
Lot 54	154 St. Joseph Rd
Lot 55	152 St. Joseph Rd
Lot 56	150 St. Joseph Rd
Lot 57	148 St. Joseph Rd
Lot 58	146 St. Joseph Rd
Lot 59	144 St. Joseph Rd
Lot 60	142 St. Joseph Rd
Lot 61	140 St. Joseph Rd
Lot 62	138 St. Joseph Rd
Lot 63	136 St. Joseph Rd
Lot 64	137 St. Joseph Rd
Lot 65	139 St. Joseph Rd
Lot 66	141 St. Joseph Rd
Lot 67	143 St. Joseph Rd
Lot 68	145 St. Joseph Rd
Lot 69	147 St. Joseph Rd
Lot 70	149 St. Joseph Rd
Lot 71	151 St. Joseph Rd
Lot 72	153 St. Joseph Rd
Lot 73	155 St. Joseph Rd
Lot 74	157 St. Joseph Rd
Lot 75	159 St. Joseph Rd
Block 76	2 Corley St
	4 Corley St
	6 Corley St
	8 Corley St
	10 Corley St
	12 Corley St

Lot # / Block on Draft Plan 16T-18501	Address
Block 77	14 Corley St
	16 Corley St
	18 Corley St
	20 Corley St
	22 Corley St
Block 78	24 Corley St
	26 Corley St
	28 Corley St
	30 Corley St
	32 Corley St
Block 79	34 Corley St
	36 Corley St
	38 Corley St
	40 Corley St
	42 Corley St
Block 80	44 Corley St
	46 Corley St
	54 Corley St
	56 Corley St
	58 Corley St
Block 81	60 Corley St
	62 Corley St
	64 Corley St
	66 Corley St
	68 Corley St
Block 82	70 Corley St
	45 Keenan St
	43 Keenan St
	41 Keenan St
	39 Keenan St
Block 83	37 Keenan St
	35 Keenan St
	33 Keenan St
	31 Keenan St
	29 Keenan St
Block 84	27 Keenan St
	25 Keenan St
	23 Keenan St
	21 Keenan St
	19 Keenan St
Block 85	17 Keenan St
	15 Keenan St
	13 Keenan St
	11 Keenan St
	9 Keenan St
	7 Keenan St
	5 Keenan St
	3 Keenan St
	1 Keenan St

Lot # / Block on Draft Plan 16T-18501	Address
Block 86	2 Keenan St
	4 Keenan St
	6 Keenan St
	8 Keenan St
	10 Keenan St
	12 Keenan St
Block 87	14 Keenan St
	16 Keenan St
	18 Keenan St
	20 Keenan St
	22 Keenan St
	24 Keenan St
Block 88	26 Keenan St
	28 Keenan St
	30 Keenan St
	32 Keenan St
	34 Keenan St
	36 Keenan St
Block 89	38 Keenan St
	40 Keenan St
	42 Keenan St
	44 Keenan St
	46 Keenan St
Block 90	76 Corley St
	78 Corley St
	80 Corley St
	82 Corley St
Block 91	84 Corley St
	86 Corley St
	88 Corley St
	90 Corley St
	92 Corley St
Block 92	100 Corley St
	102 Corley St
	104 Corley St
	106 Corley St
	108 Corley St
Block 93	110 Corley St
	112 Corley St
	114 Corley St
	116 Corley St
	118 Corley St
	120 Corley St
Block 94	122 Corley St
	124 Corley St
	126 Corley St
	128 Corley St
	130 Corley St
	132 Corley St

Lot # / Block on Draft Plan 16T-18501	Address
Block 95	60 Oneill St
	58 Oneill St
	56 Oneill St
	54 Oneill St
	52 Oneill St
	50 Oneill St
Block 96	85 Corley St
	87 Corley St
	89 Corley St
	91 Corley St
	93 Corley St
Block 97	95 Corley St
	97 Corley St
	99 Corley St
	101 Corley St
	103 Corley St
	105 Corley St
Block 98	107 Corley St
	109 Corley St
	111 Corley St
	113 Corley St
	115 Corley St
	117 Corley St
Block 99	119 Corley St
	121 Corley St
	123 Corley St
	125 Corley St
Block 100	59 Oneill St
	57 Oneill St
	55 Oneill St
	53 Oneill St
Block 101	51 Oneill St
	49 Oneill St
	47 Oneill St
	45 Oneill St
	43 Oneill St
Block 102 SWM Pond Block 103 SWM Pond Block 104 Jennings Creek Sanitary Pump Station	

22. Requirement for Blasting  
*Not Applicable*

23. Dumping of Fill or Debris

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

**24. Disposal of Construction Garbage**

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

**25. Qualitative and Quantitative Tests**

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

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

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

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

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

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

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

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

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

**Commented [RP10]:** Engineer to insert as per CKL template, final to be signed and stamped

DRAFT



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 \$ [REDACTED]. The initial payment of \$ 117,075.00, was submitted on September 29, 2020. Therefore the remainder fee owed is \$ [REDACTED]

Commented [RP11]: To be confirmed by Cost Estimate.

Commented [RP12]: To be confirmed by Cost Estimate

**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 December 18, 2019 and such approval was subject to the following conditions:**

#### **General Conditions**

1. This approval applies to the draft plan of subdivision 16T-18501 prepared by D.G. Biddle & Associates Limited Project No. 117043, Drawing No. DP-1, dated November 25, 2019, which shows a total of 394 single detached lots, being Lots 1 to 392 inclusive, and Lots 425 and 426; Blocks for 169 townhouse lots, being Blocks 393 to 424 inclusive; Blocks 427 and 429 for parks; Block 431 for a landscape strip; Blocks 432 and 433 for trails; Blocks 434 to 437 inclusive for stormwater management ponds and drainage purposes; Block 439 for a commercial block; Block 440 for an elementary school; Blocks 441 and 442 for future residential uses, and Block 443 for a pump station.
2. Prior to the signing of the final plan by the Director, a Subdivision Agreement shall be entered into and executed by the Owner and the City to satisfy all financial, legal, and engineering matters, including the design, provision and installation of roads, services, sidewalks, on-street illumination, tree plantings, walkways, daylight triangles, road signs, traffic signals, stormwater management facilities and drainage works, and all recommendations contained in related technical reports approved by the City.
3. The Subdivision Agreement shall include the payment of all applicable development charges in accordance with applicable Development Charges By-law.
4. The Subdivision Agreement shall include the payment of all applicable North West Trunk Capital Charges in accordance with the applicable Capital Charge By-law.
5. The Owner agrees, in writing, to the registration of the Subdivision Agreement against the land to which it applies once the plan of subdivision has been registered.
6. The road allowances included in this draft plan shall be shown and dedicated as public highway.
7. The streets shall be named to the satisfaction of the City.
8. Civic addressing shall be assigned on the basis of lots being subdivided in the future, to the satisfaction of the City, and that the assignment of civic addresses be included in the Subdivision Agreement.
9. The Owner and the City shall agree in the Subdivision Agreement that:
  - a) No building permit will be issued for any individual lot or block until underground municipal services are installed and operational and the roadway is constructed to base asphalt condition.
  - b) All lots and blocks will be developed in accordance with the approved engineering design for the subdivision.
  - c) The building permit applicant for each such lot or block shall submit individual lot grading and drainage plans and receive approval from the City prior to the issuance of a building permit.
10. The schedule to the Subdivision Agreement entitled “Special Warnings and Notices” shall incorporate a notice advising of the existence of the City’s

Noise By-law and warning that construction activities within the subdivision may be subject to regulation and/or restrictions thereunder.

11. The Owner acknowledges and agrees in the Subdivision Agreement that each Phase of the development will be limited to 100 residential units.
12. The Owner shall agree in the Subdivision Agreement to submit to the City, prior to commencing the installation of services, a construction management plan to regulate the routing of construction traffic, the sediment and erosion control plan, for all phases of the development to the satisfaction of the City and in compliance with the City's current standard requirements, through an access provided to the development at Street A from Colborne Street West. Measures to minimize construction debris on the roads as well as road cleaning at the Owner's expense will be included in the Subdivision Agreement. The Subdivision Agreement shall specify that the Construction Management Plan will be in force until assumption.
13. The Owner shall agree that prior to entering into a Subdivision Agreement with the City, the Owner has fulfilled all obligations to the City required under a Pre-Servicing Agreement, if applicable.
14. The Owner agrees, prior to offering any Blocks, Lots, dwellings, commercial units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of surface infrastructure and streetscaping within the development. In addition, the Owner agrees to have the Schedule "A" subdivision agreement engineering drawings available for review by all potential homeowners.
15. Existing historical easements registered on title and in favour of the now City of Kawartha Lakes, that are not applicable and/or required for the Draft Plan of Subdivision, shall be released from title at the expense of the Owner through the registration of the Draft Plan.
16. A Topographic survey, current to the existing conditions is required for each Phase of development, to ensure the detailed design maintains and incorporates all boundary conditions. All lot lines will have regard for a 0.3 metre setback for all existing residential lots.

#### **Zoning**

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

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

20. The Owner shall convey to the City, at no cost, the land comprising the new public streets, day-lighting triangles, and road widenings, as shown on the draft plan, such land to be free and clear of all encumbrances. These lands shall be dedicated as public highways.
21. The Subdivision Agreement between the Owner and the City shall provide that the Owner agrees to design and construct, entirely at the Owner's expense, the roadways, sidewalks, and all municipal services for the proposed subdivision, and any external improvements adjacent to the proposed subdivision in accordance with all recommendations contained in related technical reports approved by the City and in compliance or conformance with all current provincial and municipal guidelines and standards.

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

#### **Site Servicing**

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

#### **Stormwater Management**

34. The Owner shall submit a Stormwater Management Facility Operations, Maintenance and Assumption Report, for the use of the Stormwater Management Facility throughout the phases and stages of development of the subdivision until final assumption of the facility by the City of Kawartha Lakes.
35. Prior to final approval and any on-site grading taking place, the Owner shall submit a stormwater management report for quantity and quality control, prepared by a qualified Professional Engineer in accordance with the applicable standards and guidelines to the satisfaction of the Kawartha Region Conservation Authority and the City. The report shall identify opportunities for Low Impact Development solutions applicable to the site specific conditions.
36. Prior to final approval and any grading taking place, the Owner shall submit an erosion and sediment control plan detailing the measures that will be implemented before, during and after construction to minimize soil erosion and sedimentation prepared to the satisfaction of the Kawartha Region Conservation Authority and the City. The plan shall contain a proactive targeted multi-barrier approach with emphasis on erosion control.
37. Prior to final approval and any grading taking place, the Owner shall submit a phosphorus assessment identifying pre-development loadings, anticipated post-development loadings, and opportunities for phosphorus reduction (e.g. best management practices for stormwater management) to the Kawartha Region Conservation Authority for review. This assessment should quantify best efforts to achieve no net increase from pre-development levels.
38. Prior to final approval and any grading taking place, the Owner shall submit a landscaping/planting plan for the stormwater management pond prepared to the satisfaction of the Kawartha Region Conservation Authority and the City.
39. That, the Subdivision Agreement shall contain, among other matters, the following provisions:
- a) That, the Owner agrees to carry out the recommendations of the approved stormwater management report and the approved erosion and sediment control plan. The Agreement shall contain a reference to the plans and reports approved by the Kawartha Region Conservation Authority and the City.
  - b) That, the Owner agrees to implement all erosion and sediment control structures in a functional manner prior to the site disturbance and maintain these structures operating in good repair during and after the construction period, until such time as all disturbed soil surfaces have become stabilized and/or revegetated.
  - c) That, the Owner agrees that the City will not be responsible for maintenance and operation of rear lot catch basins on private property.

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

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

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

41. The street(s) to be constructed in this development shall be conveyed and dedicated to the City of Kawartha Lakes for public highway purposes at no cost to the City and free of all liens and encumbrances.
42. The Owner shall convey Blocks 427 and 429 to the City free and clear of encumbrances for parks.
43. The Owner shall convey Block 431 to the City free and clear of encumbrances for a landscape strip.

44. The Owner shall convey Blocks 432 and 433 to the City free and clear of encumbrances for trail connections.
45. The Owner shall convey Blocks 434 through 437 inclusive to the City free and clear of encumbrances for stormwater management ponds and facilities.
46. The Owner shall convey Block 443 to the City free and clear of encumbrances for a pump station.
47. The Owner shall convey Block 445 to the City free and clear of encumbrances for a road widening.

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

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

#### **Parkland**

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

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

50. That satisfactory arrangements, financial and otherwise, shall be made with Bell Canada for any Bell underground facilities serving the subdivision.
51. That the Owner agrees in the Subdivision Agreement with the City to grant Bell Canada any easements that may be required for telecommunication purposes.
52. That if there are any conflicts with existing Bell Canada facilities or easements, the Owner/developer shall be responsible for rearrangements or relocation.
53. That Owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the events of any conflict with existing Bell Canada facilities or easements, the Owner/developer shall be responsible for the relocation of such facilities or easements.
54. The Owner is hereby advised that prior to commencing any work within the Plan, the Owner must confirm that sufficient wire-line communication / telecommunication infrastructure is currently available within the proposed development to provide communication / telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner may be required to pay for the connection to and/or extension of the existing communication / telecommunication infrastructure. If the Owner elects not to pay for such connection to and/or extension of the existing communication / telecommunication infrastructure, the Owner shall be required to demonstrate to the municipality that sufficient alternative communication /

telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication / telecommunication services for emergency management services (i.e., 911 Emergency Services).

55. That satisfactory arrangements, financial and otherwise, shall be made with Cogeco Connexion Inc. for any Cogeco underground facilities serving the subdivision.
56. That the Owner agrees in the Subdivision Agreement with the City to grant Cogeco Connexion Inc. any easements that may be required.
57. That if there are any conflicts with existing Cogeco Connexion Inc.'s facilities or easements, the Owner/developer shall be responsible for rearrangements or relocation.
58. That satisfactory arrangements, financial and otherwise, shall be made with Cable Cable Inc. for any Cable Cable underground facilities serving the subdivision.
59. That the Owner agrees in the Subdivision Agreement with the City to grant Cable Cable Inc. any easements that may be required.
60. That if there are any conflicts with existing Cable Cable Inc. facilities or easements, the Owner/developer shall be responsible for rearrangements or relocation.
61. That prior to the signing of the final plan by the Director, the Owner shall satisfy all requirements, financial and otherwise, of the Hydro One Networks Inc.
62. That the Owner enters into a Subdivision Servicing Agreement for Electrical Servicing with Hydro One Networks Inc. This Servicing Agreement will specify all the terms, conditions, and financial obligations to facilitate the extension of electrical servicing to these lands. Hydro One may as part of its Electrical System Servicing Agreement, require a type of Development Charge or Systems Capital Contribution Fee towards the provision of system(s) capacities expansion outside of the development but necessary to ensure the integrity of the Company's Power distribution grid.
63. That the Subdivision Agreement contain a provision to ensure that the Owner grade all road allowances to as close to final elevation as possible, and provide the necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of gas piping, all to the satisfaction of Enbridge Gas Inc.
64. That the Owner agrees in the Subdivision Agreement with the City to grant Enbridge Gas Inc. any easements that may be required.
65. The Owner will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The Owner will then indicate these locations on the appropriate servicing plans.
66. The Owner agrees in the Subdivision Agreement, prior to offering any Blocks, Lots, dwellings, commercial units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
67. The Owner agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The Owner also agrees to note the locations of all Community Mail Boxes within the development /subdivision, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.
68. The Owner will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the dwellings / units are occupied.



69. The Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
- a) Any required walkway across the boulevard, per municipal standards; and
  - b) Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications).
70. Prior to final approval, the Block 444 (BLK 444) allocated for highway widening and intersections must be dedicated as public highway on the Owner's certification on the final plan. The Block 444 shall include the 23 metre widening extending across the entire Highway 35 frontage except for 26.5 metre widening extending approximately 100 metres south of the Street "D" intersection, 26.5 metres as Colborne Street West intersection, and visibility triangles measuring 15 metres by 15 metres at all intersections. The draft plan depicting this block to be must be submitted to the Ministry of Transportation for review and approval prior to registrat.
71. Prior to final approval, the owner shall submit to the Ministry of Transportation for their review and approval, a copy of stormwater management report covering the entire Draft Plan of Subdivision area. The report must satisfy MTO's stormwater management requirements and demonstrate no negative impact on the Highway 35 and/or the highway drainage system.
72. Prior to final approval, the owner shall submit to the Ministry of Transportation for their review and approval, a copy of Traffic Impact Study (TIS). The TIS shall be prepared and completed by a RAQS approved consultant indicating the anticipated traffic volumes and their impact upon the highway/intersections. The TIS must identify highway and/or intersection improvements triggered by the Plan of Subdivision and present a plan for the construction of the identified improvements.
73. Prior to final approval, the owner shall enter into a legal agreement with the Ministry of Transportation whereby the owner agrees to assume responsibility, financial or otherwise, for the preliminary design, environmental assessment, detail design and construction of improvements including intersections and highway. MTO does not contribute to development driven highway improvements and the proponent shall be responsible for all development driven improvements for all phases including five years beyond full built out. The owner shall provide a letter of credit for 100% of the cost of the highway and/or intersection improvements forming part of the legal agreement.
74. The owner shall agree that no additional new access onto Highway 35 will be permitted from the Subdivision area except for the Street "D".
75. The owner shall agree that all above and below ground structures, as well as stormwater management facilities shall be setback a minimum of 14 metres from the future Highway 35 right of way limit.
76. The owner shall agree that the Ministry of Transportation will not issue a Building and Land Use Permit under the *Public Transportation and Highway Improvement Act* until:
1. all draft approval conditions are fulfilled to MTO's satisfaction and
  2. site plan application for each phase is reviewed and approved by MTO.

#### **Environmental Conditions**

77. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a detailed design submission of the final Stormwater Management system prepared by a qualified Professional Engineer in accordance with the applicable standards and guidelines to the satisfaction of the Kawartha Region Conservation Authority.
78. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a Final Grading Plan prepared by a qualified

professional to the satisfaction of the Kawartha Region Conservation Authority.

79. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a Final Sediment and Erosion Control Plan prepared by a qualified professional to the satisfaction of the Kawartha Region Conservation Authority. The Plan should detail the measures that will be implemented before, during, and after construction to minimize soil erosion and sedimentation;

*Note: Kawartha Conservation supports a proactive multi-barrier approach to erosion and sediment control, with emphasis on erosion control rather than solely relying on sediment control measures (e.g., silt fence).*

80. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a phosphorus budget, showing a net-zero increase in phosphorus (pre-to-post development) loading from the site to the satisfaction of Kawartha Region Conservation Authority.

81. That, the Subdivision Agreement contain the following provisions:

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

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

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

- c) That, the Owner agrees to apply to Kawartha Region Conservation Authority separately for individual Permits for any dwelling units which are situated within Kawartha Conservation's regulated area.

### **Special Conditions**

82. The Owner shall follow the recommendations contained in the Preliminary Environmental Noise Report prepared by Jade Acoustics and dated December 3, 2019 and the Noise Planning Contour Map and associated report prepared by Jade Acoustics Inc. and dated December, 2019, and as updated as required by the City and/or Transport Canada and to the satisfaction of the City. When approved by the City and/or Transport Canada, the Noise Planning Contours will be known as the NEF/NEP Contour Map. The Owner shall pay for all costs associated with updating of the Preliminary Environmental Noise Report and/or the Noise Planning Contour Map (NEF/NEP Contour Map) and associated report.

83. Prior to final approval, the Owner shall provide confirmation that all of Curve Lake First Nation's environmental concerns have been addressed, to their satisfaction, and that Curve Lake First Nation accepts the results and/or any mitigation measures proposed in the Archeological Assessment, the Hydrogeological Assessment, and/or the Stormwater Management Report for the subject property.

84. That the Subdivision Agreement shall incorporate the requirements of the Fire Rescue Service with respect to Firebreak Criteria or through alternative design.

85. That subsequent to the execution of the Subdivision Agreement by the Owner and prior to the signing of the final plan by the Director, the City Treasurer shall confirm in writing to the Director that all financial obligations and payments to the City, as set out in the Subdivision Agreement, in accordance with condition 2, have been satisfied including, but not limited to:

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

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

#### **Clearance Conditions**

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

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

SCHEDULE “G”

SPECIAL WARNINGS AND NOTICES

Commented [RP13]: Lot/Block numbering to be confirmed by M-Plan

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 102 and 103 of Plan 57M-\_\_\_\_\_ shall be used for stormwater management. In particular, Block 102 and 103 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. Ice formed within a stormwater management pond is extremely unstable. Recreational use and activities (i.e. skating, swimming, fishing, etc.) are prohibited.

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**

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 for the lots for single detached dwellings, and the equivalent cash-in-lieu of the dedication of parkland equal to 1 hectare per 300 dwelling units for the blocks for townhouse dwellings, for Phase 1.

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**

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 19, 23, 27, 53, 57 and 61 all inclusive, and Blocks 83 to 88, inclusive on Schedule "A-1" acknowledge that a rear yard catch basin and associated storm sewer connection will exist on his or her Lot/Block.

h) **Notice – Fencing**

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

The Purchaser/Grantee acknowledges that he or she is aware that along the south lot lines of Lots 1, 33, 63, and 64, and Block 96 inclusive, an acoustic fence shall be installed, and along the rear lot lines of Lots 34 to 51 and along the side lot lines of Lot 51 and Block 101, all inclusive, a black vinyl chain link fence shall be installed. 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 Public Services**

The Purchaser/Grantee is hereby advised that a considerable period of time may elapse before the Public Services as shown on Schedule “A-1” and as further itemized in Schedules “C” and “D” of the Subdivision Agreement 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 Public Services as shown on Schedule “A-1” and as further itemized in Schedules “C” and “D” of the Subdivision Agreement 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 within the municipal right-of-way throughout the development lands, at \_\_\_\_\_ in accordance with the Composite Utility Plan.

**Commented [RP14]:** Engineer to insert specifics, where adjacent to Lots, Blocks from CUP

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**

The Purchaser/Grantee acknowledges that he or she is aware that along the south lot lines of Lots 1, 33, 63, and 64, and Block 96 inclusive, an acoustic fence shall be installed

**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 underground stormwater infiltration trench and bioretention swale is to be constructed on residential Lots 18 to 30, Lots 53 to 63, and Blocks 82 to 89 all inclusive, as part of the overall Stormwater Management Plan for the subdivision. The infiltration trenches will receive stormwater runoff from rear yard swales. 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. The Purchaser/Grantee acknowledges they have received the Homeowners' Guide to Best Stormwater Practices manual, prepared by D.G. Biddle and Associates Limited, dated July 2021, and the Purchaser/Grantee is responsible for the operations and maintenance of the infiltration trench.

**SCHEDULE “H”**

**COMPOSITE UTILITY PLAN**

***Drawing No. UC-1 to UC-4: Utility Coordination Plans.***

**Commented [RP15]:** To be signed by all approving Utilities

DRAFT

SCHEDULE “I”

LETTER OF UNDERTAKING BETWEEN OWNER AND ENGINEER

**Commented [RP16]:** Owner and Engineer to insert, as per CKL template on website

DRAFT

## Planning Advisory Committee Report

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**Report Number:** PLAN2021-046

**Meeting Date:** August 4, 2021

**Title:** Amend the Village of Fenelon Falls Official Plan and Zoning By-law 89-25 at 205 Francis Street East - 3770010 Canada Inc.

**Description:** To amend the Institutional – Community Facility designation with a site-specific special policy and amend the Community Facility Exception One (CF-1) Zone to also permit federal, provincial and local government offices and business, professional or other administrative offices and accessory uses in addition to the existing permitted medical clinic use

**Type of Report:** Regular Meeting

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

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### Recommendations:

**That** Report PLAN2021-046, respecting Part Block W, Plan 100, Part Francis Street, Part 1, Plan 57R-4276, Former Village of Fenelon Falls, identified as 205 Francis Street East, "3770010 Canada Inc. – Applications D01-2021-002 and D06-2021-012", be received;

**That** a By-law to implement Official Plan Amendment application D01-2021-002, substantially in the form attached as Appendix 'C' to Report PLAN2021-046 be approved and adopted by Council;

**That** a By-law to implement Zoning By-law Amendment application D06-2021-012, substantially in the form attached as Appendix 'D' to Report PLAN2021-046 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 these applications.

**(Acting) Department Head:** \_\_\_\_\_

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

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

## Background:

The statutory public meeting was held by the Planning Advisory Committee on July 14, 2021, which adopted the following recommendation:

### **PAC2021-050**

**Moved By** Mayor Letham

**Seconded By** J. Willock

**That** Report PLAN2021-040, **respecting Part Block W, Plan 100, Part Francis Street, Part 1, Plan 57R-4276, Former Village of Fenelon Falls, identified as 205 Francis Street East, 3770010 Canada Inc. – Applications D01-2021-002 and D06-2021-012**, be received; and

**That** the applications respecting the proposed Official Plan Amendment and Zoning By-law Amendment be referred back to staff for further review and processing and returned to the August 4, 2021 Planning Advisory Committee Meeting.

**Carried**

This report addresses that direction.

Proposal: The purpose of the proposed Official Plan and Zoning By-law Amendments is to amend the 'Institutional – Community Facility' designation with a site specific policy to also permit business and professional offices and to amend the Community Facility Exception One (CF-1) Zone to also permit federal, provincial and local government offices and business, professional or other administrative offices in addition to the existing permitted medical clinic use and to permit a coffee shop and/or confectionary shop accessory to an office or a medical clinic. The amended 'CF-1' Zone would also include site specific development standards to recognize the existing parking stall size and aisle width.

Owners: 3770010 Canada Inc. (c/o James Pollock)

Applicant: D.M. Wills Associates Limited (c/o Amanda Dougherty)

Legal Description: Part Block W, Plan 100, Part Francis Street, Part 1, Plan 57R-4276, Former Village of Fenelon Falls

Designation:	"Institutional – Community Facility" on Schedule 'A' of the Village of Fenelon Falls Official Plan
Zone:	"Community Facility Exception One (CF-1) Zone" on Schedule 'A' of the Village of Fenelon Falls Zoning By-law No. 89-25
Lot Area:	0.60 ha (1.48 ac.)
Site Servicing:	Municipal water and sanitary sewer, drainage swales and storm sewers
Existing Uses:	Medical Offices/Clinic
Adjacent Uses:	North: Vacant residential/residential East: Concession Road/Rural residential/Agricultural South: Francis Street East/Residential/Fenelon River West: Vacant residential/Residential/Fenelon River

## **Rationale:**

The subject property, municipally known as 205 Francis Street East, is located on the northwest corner of Concession Road and Francis Street East, a collector road (see Appendix 'A'). The subject property is on the easterly edge of the Village of Fenelon Falls and borders the geographic Township of Fenelon and contains a 2-storey building with a ground floor area of approximately 554.4 sq. m. (5,967.5 sq. ft.) that was constructed in 1985 along with associated parking and driveway areas and mature treeline along the north and east sides (see Appendix 'B'). No changes or additions to the building or site alterations are proposed.

The effect of the Official Plan Amendment and Zoning By-law Amendment applications will permit business and professional offices and government offices together with permitting a coffee shop and/or confectionary shop as an accessory use within the existing building in addition to the existing permitted medical clinic use, subject to site specific development standards. The subject land is serviced by municipal water and sanitary sewer and storm sewers. The existing development is accessed from both Concession Road and Francis Street East.

Amendments to the Official Plan and Zoning By-law are necessary to permit offices other than medical offices or clinic, which would include additional community facility type uses such as government offices, together with certain compatible general commercial uses, such as business, professional or other administrative offices. Currently, a number of vacancies exist in the building as the site-specific zoning only permits medical clinics and associated accessory uses. The owner wishes to add the

additional permitted uses to diversify the mix of uses which are in demand to make the subject property more economically sustainable.

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

1. Official Plan Amendment Application received May 25, 2021.
2. Zoning By-law Amendment Application received May 25, 2021.
3. Planning Justification Report prepared by D.M. Wills Associates Limited, dated January, 2021. The reports discuss and assess the proposal in the context of the 2020 Provincial Policy Statement, Growth Plan, Village of Fenelon Falls Official Plan, and the Village of Fenelon Falls Zoning By-law.
4. Site Plan prepared by D.M. Wills Associates Limited, dated January 2021 based on a Plan of Survey prepared by E.G. Garnett Limited (OLS) dated November 18, 1996 illustrating existing site features, building location, parking and access.
5. Entrance Review Letter prepared by the East Maintenance Area Public Works Supervisor, dated December 15, 2020 confirming that the entrance located on the subject property complies with the City of Kawartha Lakes Entrance By-law 2017-151.
6. Email correspondence from Curve Lake First Nation Archaeological Program Administrator dated August 25, 2020 waiving the requirement for an archaeological assessment as no ground disturbing activities are expected.

All of the above submitted reports and plans have been circulated to the applicable agencies and City Departments for review and comment. Staff has reviewed the Planning Justification Report that was prepared and filed in support of the applications and has evaluated the application in the context of applicable policies and zone provisions and generally accepts the planning rationale given.

## **Provincial Policies:**

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

The Growth Plan (GP) provides that growth should be directed towards settlement areas, and utilizes existing or planned infrastructure. The existing development is on full municipal services and is located within the Fenelon Falls settlement area. The GP envisions increasing intensification of the existing built-up area that will support complete communities that feature a diverse range and mix of land uses, including residential and employment uses, and convenient access to local stores and services. This application facilitates the efficient use of existing infrastructure within a designated

settlement area and contributes to the achievement of complete communities and compact built form.

As the subject land is considered within a settlement area, the Natural Heritage System policies of the Growth Plan do not apply.

Therefore, these applications appear to conform to the policies of the Growth Plan.

**Provincial Policy Statement, 2020 (PPS):**

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

Section 1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns, outlines in Section 1.1.1 how healthy, liveable and safe communities are sustained by:

- a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;
- b) accommodating an appropriate range and mix of residential (including second units, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, parks and open space, and other uses to meet long-term needs.

Section 1.1.3 Settlement Areas, states that it is in the interest of all communities to use land and resources wisely, to promote efficient development patterns, protect resources, promote green spaces and ensure effective use of infrastructure and public service facilities.

Section 1.1.3.1 states that settlement areas shall be the focus of growth and development, and their vitality and regeneration shall be promoted.

Section 1.1.3.2 states that land use patterns within settlement areas shall be based on densities and a mix of land uses which:

- a) efficiently use land and resources;
- b) are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion.



Section 1.3.1 pertaining to employment states that planning authorities shall promote economic development and competitiveness by:

- a) providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long-term needs;
- b) providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses, and take into account the needs of existing and future businesses.

Section 1.6.6 pertains to sewage, water, and stormwater. This includes the efficient use and optimization of existing municipal sewage and water services in a sustainable manner, which are the preferred form of servicing for settlement areas to support protection of the environment and minimize risks to human health and safety.

Development and site alteration shall also be directed in accordance with the policies of Section 2 and 3 of the PPS. The PPS prohibits development and site alteration on lands adjacent to natural heritage features, unless it has been demonstrated there will be no negative impacts on the natural features or their ecological functions and directed away from natural or human-made hazard lands. The proposed development does not appear to be within or adjacent to any natural heritage features as identified in Section 2 of the PPS. With respect to natural hazards, as identified in Section 3 of the PPS, the Kawartha Region Conservation Authority (KRCA) previously advised through pre-consultation that portions of the property are regulated by Kawartha Conservation due to the presence of hazard lands and as such no development, including site alteration, grading, structures, etc., is permitted within their regulated area prior to obtaining a Permit. Given the nature of the applications, KRCA advised they had no concern.

In consideration of the above, these applications would appear to be consistent with the PPS.

### **Official Plan Conformity:**

The "Institutional – Community Facility" designation in the Village of Fenelon Falls Official Plan applies to this property, as the policies in the proposed "Institutions and Community Facilities" designation in the Fenelon Falls Secondary Plan (SP), is subject to appeal to the Ontario Land Tribunal.

The intent of the Institutional – Community Facility designation is to ensure that adequate lands are available for institutional, educational and cultural facilities in keeping with the needs of the community. In this regard, institutional and community facility uses include health, welfare and educational establishments, government offices and similar uses and activities. The predominant use of the lands is for health, welfare

and educational uses such as hospitals and schools, public libraries, places of worship, daycare facilities, fraternal association halls and other similar places of assembly, along with arenas and similar public recreational facilities, governmental offices, police stations or fire halls, and related uses and activities.

Under the policies of Section 3.5.3 a., when considering the establishment of new institutional or community facility uses, Council shall have regard for the following matters in assessing the appropriateness of the location, namely:

- i. that the proposal is of a scale which may be integrated with the established character of the area and that the use is compatible with adjacent land uses and designations contained in this Plan; and
- ii. that the proposed site is adjacent an arterial or collector road and that an adequate level of access is available.

In addition, under policy 3.5.3 e., adequate buffer planting, screening and/or fencing shall be provided between institutional and/or community facility uses and adjacent residential uses.

Furthermore, under policy 3.5.3 f., adequate parking and loading areas shall be provided in accordance with the specific needs of the institutional or community facility use and access points to such areas shall be limited in number and designed in a manner which will minimize the danger to vehicular and pedestrian traffic.

The proposed amendment that has been submitted seeks to amend the 'Institutional – Community Facility' designation by adding a site-specific policy to include additional community facility type uses such as government offices, together with certain compatible general commercial uses, such as business, professional or other administrative offices.

The pre-consultation comments specified that site plan approval is required for this development, along with a 2% cash-in-lieu of parkland dedication. Through the site plan approval process any required land dedication (i.e. daylight triangle) to the City would be provided through the registration of the site plan agreement.

Staff has reviewed the applications in relation to the policies of the Official Plan within the settlement area of Fenelon Falls and determined that the proposed amendment generally conforms with the Official Plan.

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

The subject land is zoned "Community Facility Exception One (CF-1) Zone" in the Village of Fenelon Falls Zoning By-law 89-25. The permitted uses of the CF-1 zone are restricted to that of only a medical clinic together with such other accessory uses, buildings and structures as are normally considered incidental and subordinate thereto. In all other respects, the provisions of the Community Facility (CF) Zone apply.

The applicant has submitted a Zoning By-law Amendment application for consideration which proposes to amend the Community Facility Exception One (CF-1) Zone, to also permit federal, provincial and local government offices and business, professional or other administrative offices in addition to the existing permitted medical clinic use and to permit a coffee shop and/or confectionary shop accessory to an office or a medical clinic within the existing building. The amended 'CF-1' Zone would also include site specific development standards to recognize the existing parking stall size and minimum aisle width.

## **Other Alternatives Considered:**

No other alternatives have been considered.

## **Alignment to Strategic Priorities:**

The Council Adopted 2020-2023 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

These applications align with the Vibrant and Growing Economy priority by providing employment opportunities to attract new businesses in the City of Kawartha Lakes.

## **Financial/Operation Impacts:**

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

## **Servicing Comments:**

The subject land is serviced by municipal water and sewer services. No impact on existing services or infrastructure is anticipated.

## **Consultations:**

Notice of this application was originally circulated to persons within a 120 metre radius, agencies, and City Departments which may have an interest in the application and a Public Meeting was held July 14, 2021. To date, we have received the following comments:

### **Public Comments:**

At the time of writing the report, no public comments were received.

### **Agency Review Comments:**

On June 16, 2021, the Building and Septic Division Building Plans Examiner noted no concerns with the above noted applications.

On June 16, 2021, the Building and Septic Division Part 8 Sewage Systems Supervisor noted the property is serviced by Municipal sewers. As such, the Building and Septic Division has no comments as they relate to private on-site sewage disposal.

On June 21, 2021, the Engineering and Corporate Assets Department advised they have no objection and no comments to the proposed Official Plan Amendment and Zoning By-law Amendment.

On June 21, 2021, the Heritage Planning Economic Development Officer advised that there are no heritage specific comments related to the application and that there is no need to undertake an archaeological assessment as there will be no ground disturbing activities.

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

The applications for Official Plan Amendment and Zoning By-law Amendment would conform to the Growth Plan and be consistent with the Provincial Policy Statement as well as generally conform with the applicable policies of the Official Plan, as amended. The appropriate background documentation submitted in support of the applications has been circulated to the appropriate agencies and City Departments for review and comment, with comments that were received noting no concerns.

The proposed Official Plan and Zoning By-law amendments with applicable zoning provisions will appropriately facilitate the use of the subject land for federal, provincial and local government offices and business, professional or other administrative offices in addition to the existing permitted medical clinic use and would also permit a coffee shop and/or confectionary shop accessory to an office or a medical clinic. These

additional community facility type uses such as government offices, together with certain compatible general commercial uses, such as business, professional or other administrative offices are considered appropriate for the subject land.

## **Conclusion:**

In consideration of the comments and evaluation contained in this report, Staff respectfully recommends the proposed Official Plan Amendment and Zoning By-law Amendment applications be referred to Council for Approval.

## **Attachments:**

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



Appendix 'A'  
PLAN2021-046.pdf



Appendix 'B'  
PLAN2021-046.pdf



Appendix 'C'  
PLAN2021-046.pdf



Appendix 'D'  
PLAN2021-046.pdf

Appendix 'A' – Location Map

Appendix 'B' – Existing Site Plan

Appendix 'C' – Draft Official Plan Amendment

Appendix 'D' – Draft Zoning By-law Amendment

**(Acting) Department Head email:** [rholy@kawarthalakes.ca](mailto:rholy@kawarthalakes.ca)

**(Acting) Department Head: Richard Holy**

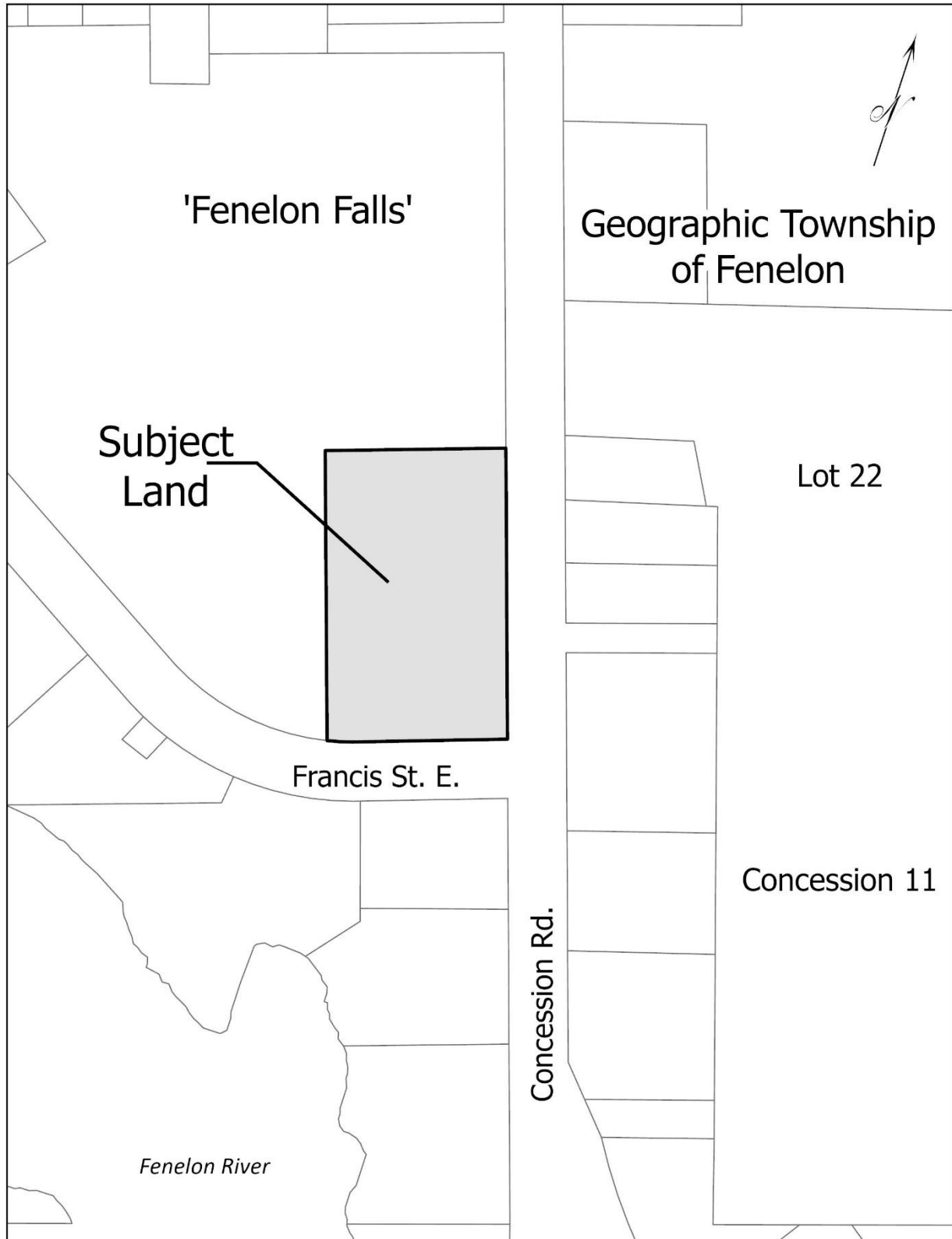
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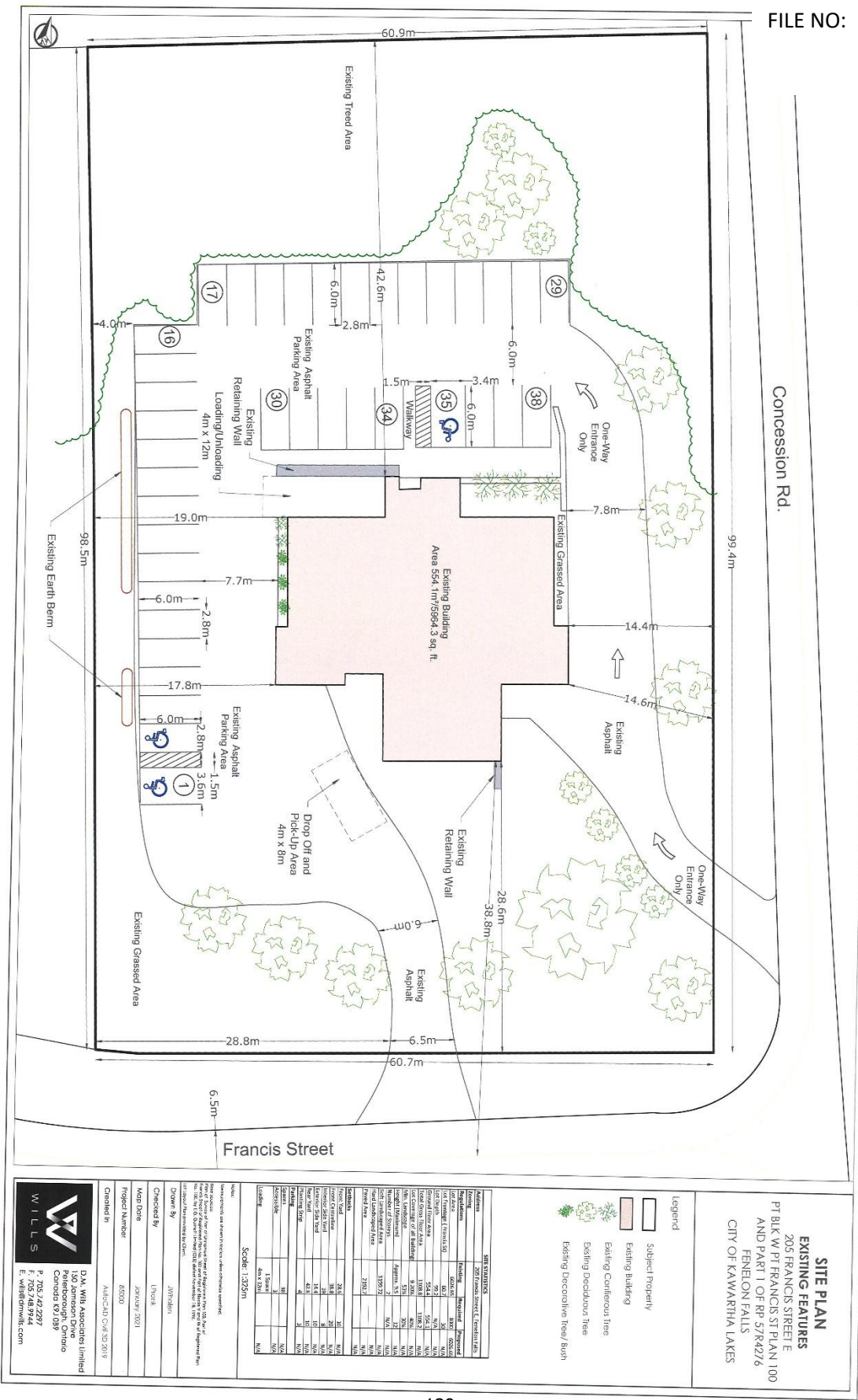
to

REPORT PLAN2021-046

FILE NO: DO1-2021-002

D06-2021-012





to

**The Corporation of the City of Kawartha Lakes**REPORT PLAN2021-046**By-Law 2021-**FILE NO: D01-2021-002D06-2021-012**A By-Law to Amend the Village of Fenelon Falls Official Plan to Re-designate Land within the City of Kawartha Lakes**

[File D01-2021-002, Report PLAN2021-046, respecting Part Block W, Plan 100, Part Francis Street, Part 1, Plan 57R-4276, Former Village of Fenelon Falls, 205 Francis Street East – 3770010 Canada Inc.]

**Recitals:**

1. Sections 17 and 22 of the Planning Act, R.S.O. 1990, c. P.13, authorize Council to consider the adoption of an amendment to an Official Plan.
2. Council has received an application to amend the Village of Fenelon Falls Official Plan to change the land use designation from the 'Institutional – Community Facility' designation to the 'Institutional – Community Facility' designation with a site specific policy, to also permit business and professional offices on the property known municipally as 205 Francis Street East.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to adopt Official Plan Amendment Number 20.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2021-\*\*\*.

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

- 1.01 **Property Affected:** The property affected by this By-law is described as Part Block W, Plan 100, Part Francis Street, Part 1, Plan 57R-4276, Former Village of Fenelon Falls, now in the City of Kawartha Lakes, identified as 205 Francis Street East.
- 1.02 **Amendment:** Amendment No. 20 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:** This By-law shall come into force and take effect on the date it is finally passed, subject to the approval of the City of Kawartha Lakes in accordance with the provisions of Section 17 and 22 of the Planning Act, R. S. O. 1990, c. P.13. Notwithstanding the subsequent coming into force of the Fenelon Falls Secondary Plan, adopted by Council on July 7, 2015, this by-law continues to be in force and effect.



By-law read a first, second and third time, and finally passed, this \*\* day of \_\_\_\_\_,  
2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

## **Schedule 'A' to By-law No. 2021-\*\*\***

The Corporation of the City of Kawartha Lakes

### **Amendment No. 20 To The Official Plan – The Village of Fenelon Falls**

#### **Part A – The Preamble**

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

The purpose of the official plan amendment is to amend the “Institutional – Community Facility” land use designation in the Village of Fenelon Falls Official Plan to include a site specific policy on the property identified as 205 Francis Street East. The lands are also subject to an application for zoning by-law amendment.

The effect of this change would also permit business and professional offices on the subject lands in addition to the permitted medical office/clinic use.

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

The subject land has a lot area of approximately 0.6 hectares and is located on the northwest corner of Concession Road and Francis Street East, a collector road, in the Former Village of Fenelon Falls. The property is legally described as Part Block W, Plan 100, Part Francis Street, Part 1, Plan 57R-4276, Former Village of Fenelon Falls, now City of Kawartha Lakes and identified as 205 Francis Street East.

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

Council has enacted this official plan amendment in response to an application submitted by D.M. Wills Associates Limited on behalf of the Owner (c/o James Pollock) to permit offices other than medical offices or clinic, which would include additional community facility type uses such as government offices, together with certain compatible general commercial uses, such as business, professional or other administrative offices. It is intended that the land use designation will be changed to the “Institutional – Community Facility” designation with a site-specific policy, to allow the proposed uses above.

The land is designated “Institutional – Community Facility” as shown on Schedule “A” of the Village of Fenelon Falls Official Plan. The lands are also subject to an application for zoning by-law amendment.

The proposed use and amendment to the Village of Fenelon Falls Official Plan are justified and represent good planning for the following reasons:

1. The proposed use conforms to relevant provincial policy documents being the Growth Plan for the Greater Golden Horseshoe and is consistent with the Provincial Policy Statement.

2. The proposed use conforms to the goals and objectives of the “Institutional – Community Facility” designation, as amended with a site-specific policy as set out in the Village of Fenelon Falls Official Plan.
3. The proposed use is compatible and integrates well with the surrounding area.
4. The applicant has submitted background reports to demonstrate the appropriateness of the proposed use.

## **Part B - The Amendment**

### **D. Introductory Statement**

All of this part of the document entitled Part B – The Amendment, consisting of the following text and the attached map constitutes Amendment No. 20 to the Village of Fenelon Falls Official Plan.

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

The Village of Fenelon Falls Official Plan and Schedule ‘A’ are hereby amended by adding a site specific policy to Section 3.5.2 to permit additional uses on the land as shown on Map ‘A’ as ‘Land Subject to O.P.A. No. 20’.

“3.5.2.1 That in addition to permitted uses of Section 3.5.2, those lands designated as Institutional - Community Facility, legally described as Part Block W, Plan 100, Part Francis Street, Part 1, Plan 57R-4276, Former Village of Fenelon Falls, identified as 205 Francis Street East shall further be permitted to have business and professional offices. (O.P.A. No. 20)”

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

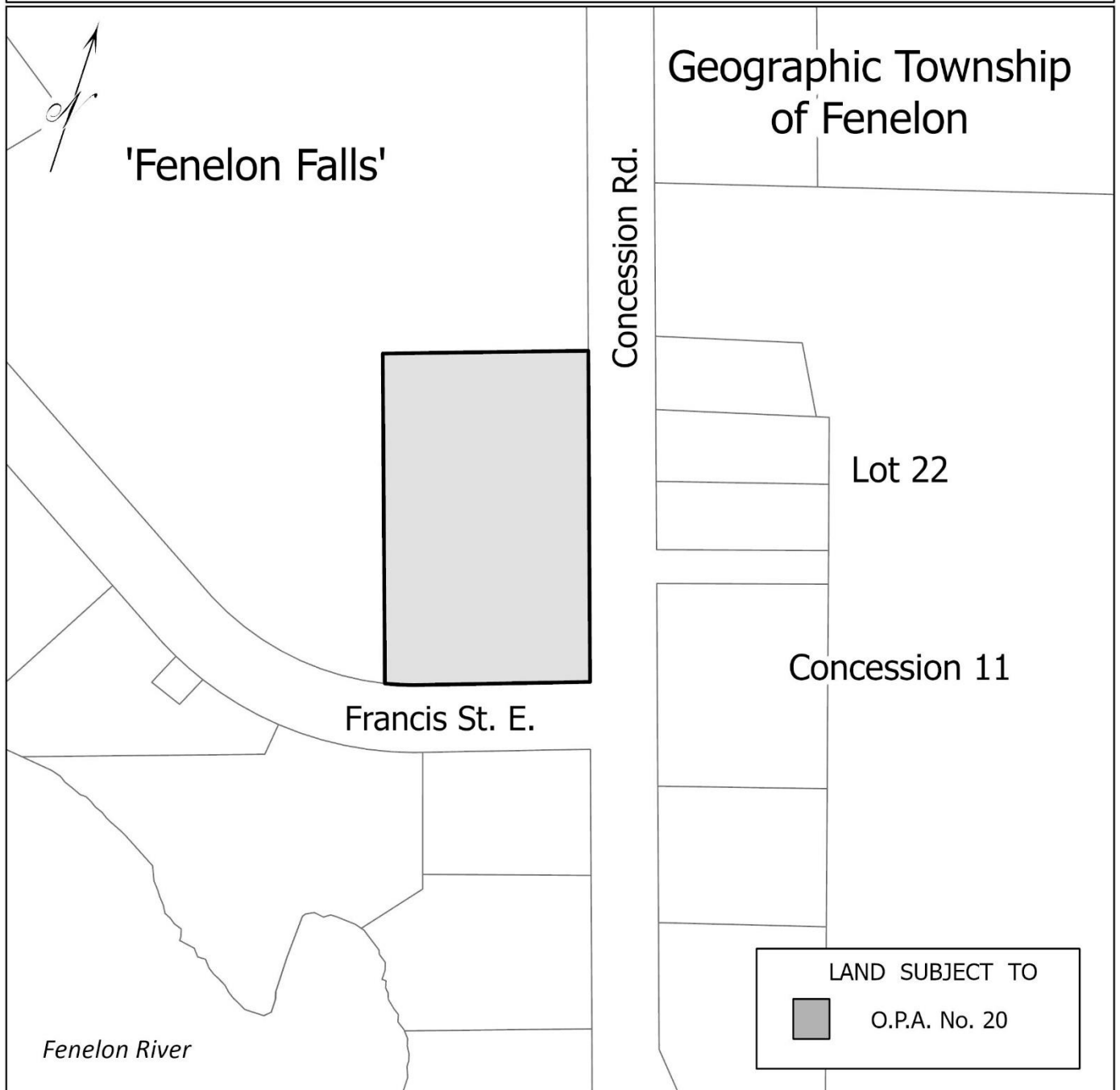
The implementation and interpretation of this amendment shall be in accordance with the relevant policies of the Official Plan.

THE CORPORATION OF THE CITY OF

## KAWARTHA LAKES

Map 'A' to Amendment No. 20

To the Village of Fenelon Falls Official Plan



to

REPORT PLAN2021-046  
FILE NO: DO1-2021-002  
D06-2021-012

**The Corporation of the City of Kawartha Lakes**  
**By-Law 2021 -**

**A By-law to Amend the Village of Fenelon Falls Zoning By-law No. 89-25 to Rezone Land within the City Of Kawartha Lakes**

[File D06-2021-012, Report PLAN2021-046, respecting Part Block W, Plan 100, Part Francis Street, Part 1, Plan 57R-4276, Former Village of Fenelon Falls, 205 Francis Street East – 3770010 Canada Inc.]

**Recitals:**

1. Section 34 of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to determine the appropriate zoning categories and provisions assigned to land.
2. Council has received an application to amend the categories and provisions relating to a specific parcel of land to permit business and professional offices and government offices together with permitting a coffee shop and/or confectionary shop as an accessory use within the existing building in addition to the existing permitted medical clinic use, subject to site specific development standards on the subject land.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to rezone the Property.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2021-\_\_.**

**Section 1:00 Zoning Details**

1.01 **Property Affected:** The Property affected by this by-law is described as Part Block W, Plan 100, Part Francis Street, Part 1, Plan 57R-4276, Former Village of Fenelon Falls, City of Kawartha Lakes.

1.02 **Textual Amendment:** By-law No. 89-25 of the Village of Fenelon Falls is further amended to delete section 4.8.6.1 and replace it with the following:

“4.8.6.1 COMMUNITY FACILITY EXCEPTION ONE (CF-1) ZONE  
Francis Street

Notwithstanding the non-residential uses permitted within the Community Facility Exception One (CF-1) Zone as set forth under Section 4.8.1 (b) hereof to the contrary, within the Community Facility Exception One (CF-1) Zone as delineated on the Zone Map Schedule "A", the non-residential uses permitted shall be restricted to:

- a) Medical clinics
- b) Federal, provincial or local government offices

c) Business, professional or other administrative offices

Such other accessory uses, buildings and structures as are normally considered incidental and subordinate to the foregoing, shall also be permitted. In addition, a coffee shop and/or confectionary shop accessory to an office or a medical clinic shall also be permitted in the CF-1 Zone.

Notwithstanding the provisions of Section 5.16.5.a to the contrary, parking spaces in the CF-1 Zone will be permitted a minimum width of 2.8 metres.

Notwithstanding the provisions of Section 5.16.5.e to the contrary, parking aisle width in the CF-1 Zone will be permitted a minimum aisle width of 6.0 metres.

In all other respects the provisions of the Community Facility (CF) Zone shall apply and be complied with.”

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

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

By-law read a first, second and third time, and finally passed, this \*\* day of \*\*\*, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

## Planning Advisory Committee Report

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**Report Number:** PLAN2021-047  
**Meeting Date:** August 4, 2021  
**Title:** Official Plan Amendment and Zoning By-law Amendment for Hamilton Street, Lindsay  
**Description:** To amend the Town of Lindsay Official Plan and Comprehensive Zoning By-law 2000-75 to permit the development of a 46-unit residential development on the subject site  
**Type of Report:** Regular Meeting  
**Author and Title:** Jonathan Derworiz, Planner II

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### Recommendations:

**That** Report PLAN2021-047, **Official Plan Amendment and Zoning By-law Amendment for Hamilton Street, Lindsay**, be received for information;

**That** an Official Plan Amendment By-law, respecting Application D01-2021-003, substantially in the form attached as Appendix 'D' to this report be approved for adoption by Council;

**That** a Zoning By-law Amendment By-law, respecting Application D06-2021-015, substantially in the form attached as Appendix 'E' to this report be approved for adoption by Council; and

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

**(Acting) Department Head:** \_\_\_\_\_

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

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

## **Background:**

The land known as Hamilton Street in the former Town of Lindsay is owned by the City of Kawartha Lakes (City). Under the Town of Lindsay Official Plan (Official Plan), the property is designated 'Parks and Open Space' and zoned same (OS Zone) under the Town of Lindsay Comprehensive Zoning By-law #2000-75 (Zoning By-law). The property is currently maintained as park space and known municipally as Hamilton Park (Appendix A). Applications to amend the Official Plan designation and rezone the subject land to facilitate the development of a 46-unit residential development have been submitted by Kevin M. Duguay Community Planning & Consulting Inc. and were presented to the Planning Advisory Committee at its July 14, 2021 meeting (Appendix B). Refer to PLAN2021-038 (Appendix C). At this meeting, the Planning Advisory Committee made the following motion:

### **PAC2021-048**

**Moved By** Deputy Mayor O'Reilly

**Seconded By** Councillor Seymour-Fagan

**That** Report PLAN2021-038, Official Plan Amendment and Zoning By-law Amendment for Hamilton Street, Lindsay, be received for information;

**That** Report PLAN2021-038, Official Plan Amendment and Zoning By-law Amendment for Hamilton Street, Lindsay, be referred back to staff to address issues raised through the public consultation and agency review process; and

**That** a report respecting this application return to the August 4, 2021 Planning Advisory Committee Meeting.

Staff have completed their review following conclusion of public consultation and receipt of agency comments.

## **Rationale:**

### **Proposal:**

As part of the development, the applicant is proposing a parking requirement relief of 34 spaces. Under current zone provisions, 62 spaces are required with 28 spaces proposed. As described in PLAN2021-038, staff requested further review of this relief. In response, the applicant submitted a memo providing an analysis of similar developments in other municipalities with relaxed parking requirements and evaluation



of the relief in the context of planning policies. Following review of the memo, staff accept and support the proposed relief.

## **Provincial Policy Conformity:**

### **Provincial Policy Statement, 2020:**

The Provincial Policy Statement, 2020 (PPS) sets the policy foundation for regulating development and land use planning in Ontario. A harmony among economic development, resources, public health and safety, and the quality of the natural and built environment is facilitated through the policies contained in this document. The intent of the proposed amendments is to facilitate the development a 46-unit residential development containing affordable dwelling units. Considering the location of the proposed development within an established settlement area, Staff feel the proposed amendments can be generally supported by the PPS.

Section 1.1.1. includes provisions that aim to sustain healthy, liveable and safe communities. The proposed development will be managed by Kawartha Lakes Haliburton Housing Corporation, a housing provider, and will be a form of multi-unit affordable housing that is situated in a mix of other land uses. The proposed location and type of housing that comprise this development are supported by 1.1.1.b) which states that, "healthy, liveable and safe communities are sustained by accommodating an appropriate affordable and market-based range and mix of residential types, employment, institutional, recreation, park and open space, and other uses to meet long-term needs." Provisions 1.1.1.d and 1.1.1.e support intensification of lands within an established settlement area in order to achieve cost-effective development patterns and minimize land consumption and servicing costs. Both of these sections are realized through the proposed amendments and the location of the development within the municipality. Furthermore, the proposed parking relief is supported by the location of the development and its proximity to amenities, employment and services.

As previously stated, the proposed development is within a Settlement Area. The PPS contains policies that pertain to the vitality and regeneration of settlement areas such section 1.1.3.2. which states that, "Land use patterns within settlement areas shall be based on densities and a mix of land uses which: efficiently use land and resources; are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion; and, are transit-supportive, where transit is planned, exists or may be developed." Staff feel that the proposed amendments would facilitate an efficient use of land given that, following preliminary review of the supported materials, no upgrading

of municipal servicing or traffic infrastructure is required. Additionally, the Lindsay Transit Red Line runs along this portion of Hamilton Street and a transit stop is located approximately 50m north at 19 Hamilton Street making this a transit-supportive development. Distance to this transit stop supports the parking requirement relief.

Review of the Functional Servicing Report prepared by Tatham Engineering Limited indicates that existing capacity can adequately service the proposed development. This point satisfies Section 1.6.6: Sewage, Water and Stormwater of the PPS which states that: "Municipal sewage services and municipal water services are the preferred form of servicing for settlement areas to support protection of the environment and minimize potential risks to human health and safety. Within settlement areas with existing municipal sewage services and municipal water services, intensification and redevelopment shall be promoted wherever feasible to optimize the use of the services."

Staff feels that the analysis provided in the Planning Justification Report generally supports the proposal and that this application is consistent with the PPS.

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

To plan for growth and development in a manner that supports economic prosperity, protects the environment, and assists communities in achieving a high quality of life, the Ontario government prepared A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019 (Growth Plan).

Section 2.2.6 of the Growth Plan contains policies that pertain to housing. In particular, affordable housing. The intent of these applications is to create 46 units that offer a range of rents and affordability. This inherently achieves many of the policies within Section 2.2.6 in addition to supporting complete communities. For instance, 2.2.6.3, states that, "to support the achievement of complete communities, municipalities will consider the use of available tools to require that multi-unit residential developments incorporate a mix of unit sizes to accommodate a diverse range of household sizes and incomes." Through the proposed Official Planning Amendment and Zoning By-law Amendment, housing options for a range of household sizes and incomes would be realized.

Additionally, the subject land is located along the Lindsay Transit Red Line with a transit stop nearby. Given the proposed 46 units, this is a development that can facilitate a transit-supportive density as described by the Growth Plan.

The Growth Plan places emphasis on the creation of complete communities through the implementation of the policies contained within. For instance, as per section 2.2.1.4,

such policies are supporting the achievement of complete communities that provide a diverse range and mix of housing options, including additional residential units and affordable housing, to accommodate people at all stages of life, and to accommodate the needs of all household sizes and incomes.

Staff are of the opinion that this application conforms to the Growth Plan.

### **Town of Lindsay Official Plan**

The Town of Lindsay Official Plan (Lindsay OP) guides the growth and development of the Town of Lindsay and designates the subject site as Parks and Open Space. In order to facilitate the proposed development, an amendment to Residential is proposed. While the removal of park space from a municipality can be disputed, staff feel that, based on policies within the Official Plan, there is merit to this amendment.

Section 3.2.4.d. of the Official Plan pertains to Parks and Open Space and states the following: "Ensure that active parks are available to every new neighbourhood, and retrofit established neighbourhoods where possible to provide active parks within a ten-minute walk or 800 metres of all residences." Based on a mapping analysis of the area, should the proposed amendment be approved, parks continue to exist within the prescribed 800m catchment area.

Furthermore, Section 4.6.3.2 prescribes a minimum size of 1.8ha for a Neighbourhood Park. The subject land is approximately 0.88ha. Given this and the proximity of nearby parks, staff feel that proposed amendment to develop residences can be supported.

As with the Growth Plan, the Lindsay OP acknowledges the significance of a transit-supportive development and states in section 5.1.6. In areas where new development is proposed, consideration shall be given to the design, densities and inter-relationships with existing areas to facilitate and support the provision of public transit. Given the proximity of the proposed development to the transit stop on 19 Hamilton Street and consideration for density, staff are supportive of the proposed amendments.

### **Town of Lindsay Comprehensive Zoning By-law 2000-75**

The property is currently zoned Parks and Open Space (OS) Zone. In order to conform with the proposed Official Plan amendment and permit the development, a rezoning to Residential Multiple Two Exception Zone (RM2-S22 is proposed. The Exception Zone is put forward to acknowledge deficiencies pertaining to the following:

	<b>RM2 Zone</b>	<b>Proposed</b>
<b>Minimum lot frontage</b>	36.0m	24.4m
<b>Parking requirement</b>	62	28

Staff feel that the proposed decrease to frontage is acceptable given this is the frontage of the site currently and it would otherwise have to be addressed during a Minor Variance. With regard to the proposed parking requirement, staff have reviewed an analysis submitted by the applicant that includes a comparison of similar housing developments and their parking requirements. Staff feel that given the location of the proposed development and in its proximity to amenities and services and transit, and that it anticipated not all residents will have automobiles, the proposed parking requirement is acceptable.

Following consultation with the applicant, the front yard setback relief outlined in PLAN2021-038 will not be necessary given that the development will comply the minimum requirement of 7.5m.

### **Other Alternatives Considered:**

No other alternatives have been considered.

### **Alignment to Strategic Priorities:**

In line with the Strategic Priority of an Exception Quality of Life, the proposed amendments facilitate the development of a 46-unit affordable housing development for the City of Kawartha Lakes.

Practice of the Strategic Priority of Good Government is conducted through this application as Staff continue to evaluate applications diligently and promote continuous improvement in all steps of the land use planning process.

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

There are no financial or operational impacts pertaining to the proposed amendments. Costs would be incurred in the event of an appeal to the Ontario Land Tribunal of the decision made by Council.

### **Consultations:**

Notice of this application was delivered to property owners within 120m of the subject site. In alignment with Public Notice procedure, signage detailing the amendment was placed on site.

### **Public Comments:**

At the time of report writing, three phone calls were received pertaining to this development. Questions asked pertained to the owner of the development, type and tenure of the proposed residential units, maintenance plan, and park space. Staff indicated the following:

- This is an affordable housing project owned by the City of Kawartha Lakes – Kawartha Lakes Haliburton Housing Corporation (KLHHC) that will offer a range of rents and units.
- The City, through KLHHC, will continue to own and maintain the property.
- This removal of park space has been considered in the context of the area and the Lindsay Official Plan.

### **Agency Review Comments:**

Building Division (June 14, 2021): Through site plan, Fire department connection needs to be located and the hydrant protecting the building shall be positioned in accordance with NFPA 24, 40 feet from the building it is protecting.

Fire (June 14, 2021): For Site Plan approval please provide means of egress to public thoroughfare from all required exits out of the building.

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

The proposed amendments would facilitate the development of a housing project that offers a range of affordability. Staff feels that while the development is replacing a portion of the existing park, given the size of the existing park and proximity to other parks, the proposed affordable housing development should take precedence. There is constantly a need for affordable housing in the community and this project is supported by applicable Planning policies.

Staff support the parking requirement relief considering the proximity of the site to amenities and services, nearby transit, and the descriptions of similar developments in the City of Kawartha Lakes and other municipalities.

### **Conclusion:**

In consideration of the comments and analysis contained in this report, Staff respectfully recommend the proposed Official Plan Amendment and Zoning By-law Amendment applications be referred to Council for **Approval**.

## Attachments:



Appendix A.pdf



Appendix B.pdf



Appendix C.pdf



Appendix D.pdf



Appendix E.pdf

**Appendix 'A'** – Location Plan

**Appendix 'B'** – PLAN2021-038

**Appendix 'C'** – 25 Hamilton Street Proposed Site Plan

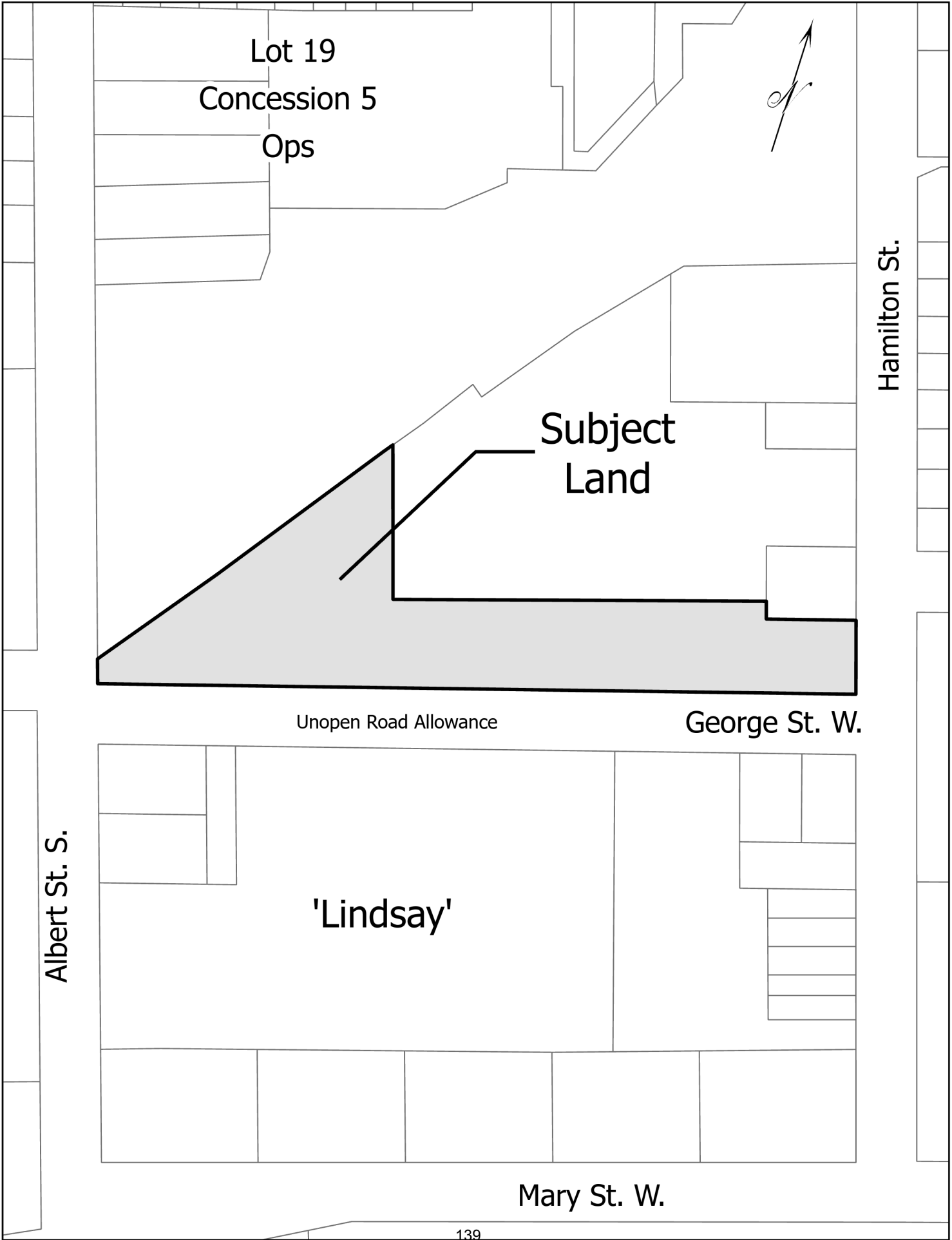
**Appendix 'D'** – Draft Lindsay Official Plan Amendment

**Appendix 'E'** - Draft Zoning By-law Amendment

**(Acting) Department Head email:** [rholy@kawarthalakes.ca](mailto:rholy@kawarthalakes.ca)

**(Acting) Department Head:** Richard Holy

**Department File:** D01-2021-003 and D06-2021-015



Lot 19  
Concession 5  
Ops

Subject  
Land

Unopen Road Allowance

George St. W.

Hamilton St.

Albert St. S.

'Lindsay'

Mary St. W.

## Planning Advisory Committee Report

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**Report Number:** PLAN2021-038  
**Meeting Date:** July 14, 2021  
**Title:** Official Plan Amendment and Zoning By-law  
Amendment for Hamilton Street, Lindsay  
**Description:** To amend the Town of Lindsay Official Plan and  
Comprehensive Zoning By-law 2000-75 to permit the  
development of a 46-unit residential development on the  
subject site  
**Type of Report:** Public Meeting  
**Author and Title:** Jonathan Derworiz, Planner II

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### Recommendations:

**That** Report PLAN2021-038, **Official Plan Amendment and Zoning By-law Amendment for Hamilton Street, Lindsay**, be received for information; and

**That** Report PLAN2021-038, **Official Plan Amendment and Zoning By-law Amendment for Hamilton Street, Lindsay**, be referred back to staff to address issues raised through the public consultation process and agency review for further review until such time that all comments have been addressed.

**(Acting) Department Head:** Richard Hoj

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

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



## **Background:**

The land known as Hamilton Street in the former Town of Lindsay is owned by the City of Kawartha Lakes (City). Under the Town of Lindsay Official Plan (Official Plan), the property is designated Parks and Open Space and zoned same (OS Zone) under the Town of Lindsay Comprehensive Zoning By-law #2000-75 (Zoning By-law) (Appendix 1). The property is currently park space and known municipally as Hamilton Park (Appendix 2).

Owner:	City of Kawartha Lakes
Applicant:	Kevin M. Duguay Community Planning and Consulting Inc.
Legal Description:	Registered Plan No. 93, Park Lots L & U, Registered Plan No. 8P.
Official Plan:	Parks and Open Space – Town of Lindsay Official Plan
Zoning:	Parks and Open Space (OS) Zone in Town of Lindsay Zoning By-law 2000-75
Area:	Approximately 0.88 hectares
Site Servicing:	Full municipal water, sanitary and storm sewer services
Existing Uses:	Park space
Adjacent Uses:	North: Residential East: Commercial and Employment lands South: Unopened road allowance and residential West: Residential and commercial

## **Rationale:**

### **Proposal:**

The applicant is proposing the development of a four-storey, plus penthouse, multiple-unit dwelling with 46 units (Appendix A). To facilitate this, both an Official Plan Amendment and Zoning By-law Amendment are required to change the current Parks and Open Space designation and zoning to multiple-unit residential. The proposed residential development would be managed by the Kawartha Lakes Haliburton Housing Corporation. Additional zone provisions regarding parking requirements, yard frontage and setbacks are also proposed to accommodate this development. In support of these applications, the following materials were submitted:

- 1) Planning Justification Report (March 2021) prepared by Kevin M. Duguay Community Planning and Consulting Inc. This Report provides an outline of the proposed development, the site, and a description of the proposed amendments. Also included is an analysis of the proposal as it aligns with the Provincial Policy Statement (2020), A Place to Grow: The Growth Plan for the Greater Golden Horseshoe (2019), City of Kawartha Lakes Official Plan (2012), Town of Lindsay Official Plan (2000), and Town of Lindsay Zoning By-law.
- 2) Geotechnical Investigation Report (March 2020). This Report details an analysis of the subsurface and groundwater conditions for the subject site and provides recommendations for design and construction based on the findings.
- 3) Functional Servicing Report (March 2021) prepared by Tatham Engineering Limited. This Report provides an evaluation of the existing site conditions and details how the proposed development can be serviced using existing infrastructure.
- 4) Traffic Impact Study (March 2021) prepared by Tatham Engineering Limited. This report provides an evaluation of the potential traffic conditions considering the proposed development. This report indicates that no enhancements to existing infrastructure are necessary should the proposal be approved.
- 5) Engineering Drawings (March 2021) prepared by Tatham Engineering Limited.
- 6) Topographic Survey (January 2021) prepared by Coe Fisher Cameron.
- 7) Site Plan (April 2021) prepared by Ronald Awde Architect.
- 8) Floor Plans and Building Elevations (March 2021) prepared by Ronald Awde Architect.

## **Provincial Policy Conformity:**

### **Provincial Policy Statement, 2020:**

The Provincial Policy Statement, 2020 (PPS) sets the policy foundation for regulating development and land use planning in Ontario. A harmony among economic development, resources, public healthy and safety, and the quality of the natural and built environment is facilitated through the policies contained in this document. The intent of the proposed amendments is to facilitate the development a 46-unit residential development containing affordable dwelling units. Considering the location of the proposed development within an established settlement area, Staff feels that the proposed amendments can be generally supported by the PPS.

Section 1.1.1. includes provisions that aim to sustain healthy, liveable and safe communities. The proposed development will be managed by Kawartha Lakes Haliburton Housing Corporation, a housing provider, and will be a form of multi-unit

affordable housing that is situated in a mix of other land uses. The proposed location and type of housing that comprise this development are supported by 1.1.1.b) which states that, "healthy, liveable and safe communities are sustained by accommodating an appropriate affordable and market-based range and mix of residential types, employment, institutional, recreation, park and open space, and other uses to meet long-term needs." Provisions 1.1.1.d and 1.1.1.e support intensification of lands within an established settlement area in order to achieve cost-effective development patterns and minimize land consumption and servicing costs. Both of these sections are realized through the proposed amendments and the location of the development within the municipality.

As previously stated, the proposed development is within a Settlement Area. The PPS contains policies that pertain to the vitality and regeneration of settlement areas such section 1.1.3.2. which states that, "Land use patterns within settlement areas shall be based on densities and a mix of land uses which: efficiently use land and resources; are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion; and, are transit-supportive, where transit is planned, exists or may be developed." Staff feel that the proposed amendments would facilitate an efficient use of land given that, following preliminary review of the supported materials, no upgrading of municipal servicing or traffic infrastructure is required. Additionally, the Lindsay Transit Red Line runs along this portion of Hamilton Street and a transit stop is located approximately 50m north at 19 Hamilton Street making this a transit-supportive development.

Preliminary review of the Functional Servicing Report prepared by Tatham Engineering Limited suggests that existing capacity can adequately service the proposed development. This point satisfies Section 1.6.6: Sewage, Water and Stormwater of the PPS which states that: "Municipal sewage services and municipal water services are the preferred form of servicing for settlement areas to support protection of the environment and minimize potential risks to human health and safety. Within settlement areas with existing municipal sewage services and municipal water services, intensification and redevelopment shall be promoted wherever feasible to optimize the use of the services."

Staff feels that the analysis provided in the Planning Justification Report generally supports the proposal and full PPS conformity will be determined once the application review is complete.

### **A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2020:**

To plan for growth and development in a manner that supports economic prosperity, protects the environment, and assists communities in achieving a high quality of life, the Ontario government prepared A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2020 (Growth Plan).

Section 2.2.6 of the Growth Plan contains policies that pertain to housing. In particular, affordable housing. The intent of these applications is to create 46 units that offer a range of rents and affordability. This inherently achieves many of the policies within Section 2.2.6 in addition to supporting complete communities. For instance, 2.2.6.3, states that, "to support the achievement of complete communities, municipalities will consider the use of available tools to require that multi-unit residential developments incorporate a mix of unit sizes to accommodate a diverse range of household sizes and incomes." Through the proposed Official Planning Amendment and Zoning By-law Amendment, housing options for a range of household sizes and incomes would be realized.

Additionally, the subject land is located along the Lindsay Transit Red Line with a transit stop nearby. Given the proposed 46 units, this is a development that can facilitate a transit-supportive density as described by the Growth Plan.

The Growth Plan places emphasis on the creation of complete communities through the implementation of the policies contained within. For instance, as per section 2.2.1.4, such policies are supporting the achievement of complete communities that provide a diverse range and mix of housing options, including additional residential units and affordable housing, to accommodate people at all stages of life, and to accommodate the needs of all household sizes and incomes. Following a preliminary review of this application and supporting materials, this particular section supports the amendments. Full Growth Plan conformity will be determined once the application review is complete.

### **Town of Lindsay Official Plan**

The Town of Lindsay Official Plan (Lindsay OP) guides the growth and development of the Town of Lindsay and designates the subject site as Parks and Open Space. In order to facilitate the proposed development, an amendment to Residential is proposed. While the removal of park space from a municipality can be disputed, staff feel that, based on policies within the Official Plan, there is merit to this amendment.

Section 3.2.4.d. of the Official Plan pertains to Parks and Open Space and states the following: "Ensure that active parks are available to every new neighbourhood, and retrofit established neighbourhoods where possible to provide active parks within a ten-

minute walk or 800 metres of all residences." Based on a mapping analysis of the area, should the proposed amendment be approved, parks continue to exist within the prescribed 800m catchment area.

Furthermore, Section 4.6.3.2 prescribes a minimum size of 1.8ha for a Neighbourhood Park. The subject land is approximately 0.88ha. Given this and the proximity of nearby parks, staff feel that proposed amendment to develop residences can be supported.

As with the Growth Plan, the Lindsay OP acknowledges the significance of a transit-supportive development and states in section 5.1.6. In areas where new development is proposed, consideration shall be given to the design, densities and inter-relationships with existing areas to facilitate and support the provision of public transit. Given the proximity of the proposed development to the transit stop on 19 Hamilton Street and consideration for density, staff feel that this amendment has merit. Full conformity with the Lindsay OP will be determined once the review of the applications are complete.

### **Town of Lindsay Comprehensive Zoning By-law 2000-75**

The property is currently zoned Parks and Open Space (OS) Zone. In order to conform with the proposed Official Plan amendment and permit the development, a rezoning to Residential Multiple Two Exception Zone (RM2-X) is proposed. The Exception Zone is put forward to acknowledge deficiencies pertaining to the following:

	<b>RM2 Zone</b>	<b>Proposed</b>
<b>Minimum lot frontage</b>	36.0m	24.4m
<b>Minimum front yard setback</b>	7.5m	6.0m
<b>Parking requirement</b>	62	28

Staff feel that the proposed decrease to frontage is acceptable given this is the frontage of the site currently and it would otherwise have to be addressed during a Minor Variance. Staff are reviewing the proposed parking requirement.

### **Other Alternatives Considered:**

No other alternatives have been considered.

### **Alignment to Strategic Priorities:**

In line with the Strategic Priority of an Exception Quality of Life, the proposed amendments facilitate the development of a 46-unit affordable housing development for the City of Kawartha Lakes.

Practice of the Strategic Priority of Good Government is conducted through this application as Staff continue to evaluate applications diligently and promote continuous improvement in all steps of the land use planning process.

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

There are no financial or operational impacts pertaining to the proposed amendments. Costs would be incurred in the event of an appeal to the Ontario Land Tribunal of the decision made by Council.

### **Consultations:**

Notice of this application was delivered to property owners within 120m of the subject site. In alignment with Public Notice procedure, signage detailing the amendment was placed on site.

### **Public Comments:**

At the time of report writing, three phone calls were received pertaining to this development. Questions asked pertained to the owner of the development, type and tenure of the proposed residential units, maintenance plan, and park space. Staff indicated the following:

- This is an affordable housing project owned by the City of Kawartha Lakes – Kawartha Lakes Haliburton Housing Corporation (KLHHC) that will offer a range of rents and units.
- The City, through KLHHC, will continue to own and maintain the property.
- This removal of park space has been considered in the context of the area and the Lindsay Official Plan.

### **Agency Review Comments:**

Building Division (June 14, 2021): Through site plan, Fire department connection needs to be located and the hydrant protecting the building shall be positioned in accordance with NFPA 24, 40 feet from the building it is protecting.

Fire (June 14, 2021): For Site Plan approval please provide means of egress to public thoroughfare from all required exits out of the building.

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

The proposed amendments would facilitate the development of a housing project that offers a range of affordability. Staff feels that while the development is replacing a portion of the existing park, given the size of the existing park and proximity to other

parks, the proposed affordable housing development should take precedence. There is constantly a need for affordable housing in the community and this project is generally supported by applicable Planning policies.

## **Conclusion:**

Staff recommends that this report for the proposed Official Plan Amendment and Zoning By-law Amendment for Hamilton Street in Lindsay be referred back to staff for further review and consideration until comments from agencies and the public meeting have been reviewed and zone requirements have been evaluated.

## **Attachments:**



Appendix A.pdf



Appendix B.pdf



Appendix C.pdf

**Appendix 'A'** – Location Plan

**Appendix 'B'** – Aerial Photo

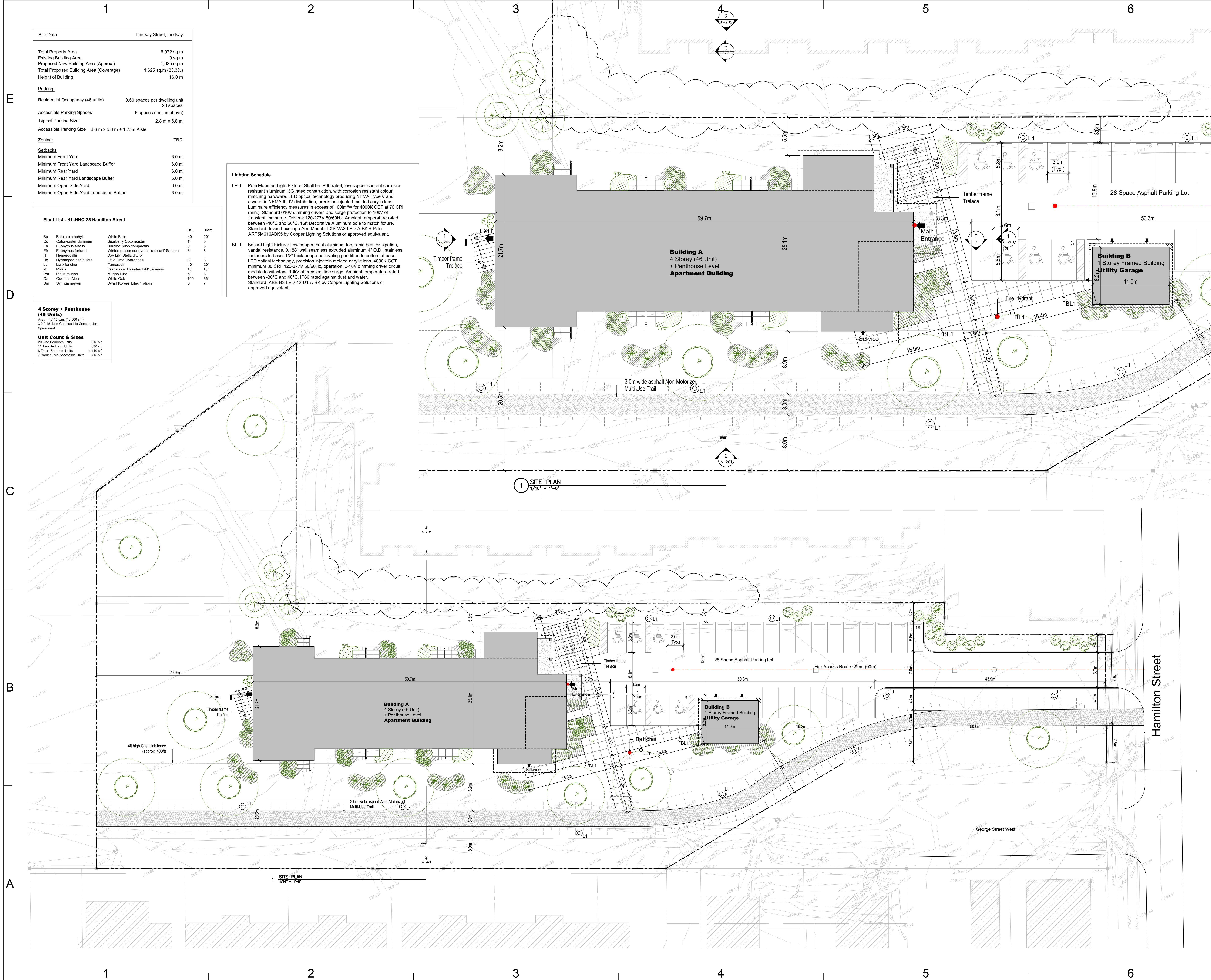
**Appendix 'C'** – Site Plan

**(Acting) Department Head email:** [rholy@kawarthalakes.ca](mailto:rholy@kawarthalakes.ca)

**(Acting) Department Head:** Richard Holy

**Department File:** D01-2021-003 and D06-2021-015





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CONSULTANTS

ADA GREAVES PLACE  
25 HAMILTON STREET  
OWNER  
KLH HOUSING CORP.  
68 Lindsay Street North

02	210317	OPR Re-zoning & Site Plan Approval
03	210318	Pre-submission Coordination
MARK	DATE	DESCRIPTION

PROJECT NO.	2028
CAD DWG FILE	A-100 SITE PLAN.DWG
DRAWN BY:	CC
CHECK BY:	RA

COPYRIGHT:

SHEET TITLE:

SITE PLAN

A-100

SHEET OF



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

## **By-Law 2021-XXX**

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

[File D01-2021-003, Report PLAN2021-047, respecting Registered Plan No. 93, Park Lots L & U, and Registered Plan 8P, former Town of Lindsay, Hamilton Street – City of Kawartha Lakes.]

#### **Recitals:**

1. Sections 17 and 22 of the Planning Act, R.S.O. 1990, c. P.13, authorize Council to consider the adoption of an amendment to an Official Plan.
2. Council has received an application to amend the Town of Lindsay Official Plan to amend the land use designation from 'Parks and Open Space' to 'Residential' to permit a residential development. The development will be subject to site plan control.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to adopt Official Plan Amendment Number 62.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2021-XXX.

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

- 1.01 **Property Affected:** The property affected by this By-law is described as Registered Plan No. 93, Park Lots L & U, and Registered Plan 8P, former Town of Lindsay, now in the City of Kawartha Lakes, Hamilton Street.
- 1.02 **Amendment:** Amendment No. 62 to the Town of Lindsay Official Plan, attached hereto as Schedule 'A' and forming a part of this By-law is hereby adopted.

## Section 2:00      Effective Date

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

By-law read a first, second and third time, and finally passed, this 10<sup>th</sup> day of August, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

## **Schedule 'A' to By-law No. 2021-XXX**

The Corporation of the City of Kawartha Lakes

### **Amendment No. 62 To The Official Plan – The Town of Lindsay**

#### **Part A – The Preamble**

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

The purpose of the official plan amendment is to amend the land use designation of the land identified as Hamilton Street from 'Parks and Open Space' to 'Residential' in the Town of Lindsay Official Plan. The land is also subject to an application for a zoning by-law amendment.

The effect of the change would permit a 46-unit residential development on the property.

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

The subject land has a lot area of approximately 0.868 hectares and is located between 23 and 29 Hamilton Street in the former Town of Lindsay. The property is legally described as Registered Plan No. 93, Park Lots L & U, and Registered Plan 8P, former Town of Lindsay, now City of Kawartha Lakes and identified as Hamilton Street.

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

Council has enacted this official plan amendment in response to an application submitted by Kevin M. Duguay Community Planning & Consulting Inc. on behalf of Kawartha Lakes Haliburton Housing Corporation to permit a 46-unit residential development on the subject lands. Under the current 'Parks and Open Space' designation, the proposed use is not permitted thus amending the designation to 'Residential' is needed.

The land is also subject to an application for zoning by-law amendment.

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

1. The proposed development conforms to relevant provincial policy document being A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019 and is consistent with the Provincial Policy Statement, 2020.
2. The proposed development conforms to the goals and objectives of the 'Residential' designation as set out in the Town of Lindsay Official Plan.
3. The proposed site concept is compatible and integrates well with the surrounding area.

4. The applicant has submitted background reports to demonstrate the appropriateness of the proposed development with respect to servicing and the protection of the environment.

## **Part B - The Amendment**

### **D. Introductory Statement**

All of this part of the document entitled Part B – The Amendment, consisting of the following text and the attached map constitutes Amendment No. 62 to the Town of Lindsay Official Plan.

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

Schedule 'A' of the Town of Lindsay Official Plan is hereby amended by changing the land use designation from 'Parks and Open Space' to 'Residential', shown on Map 'A' as 'Land to be Re-Designated Residential'.

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

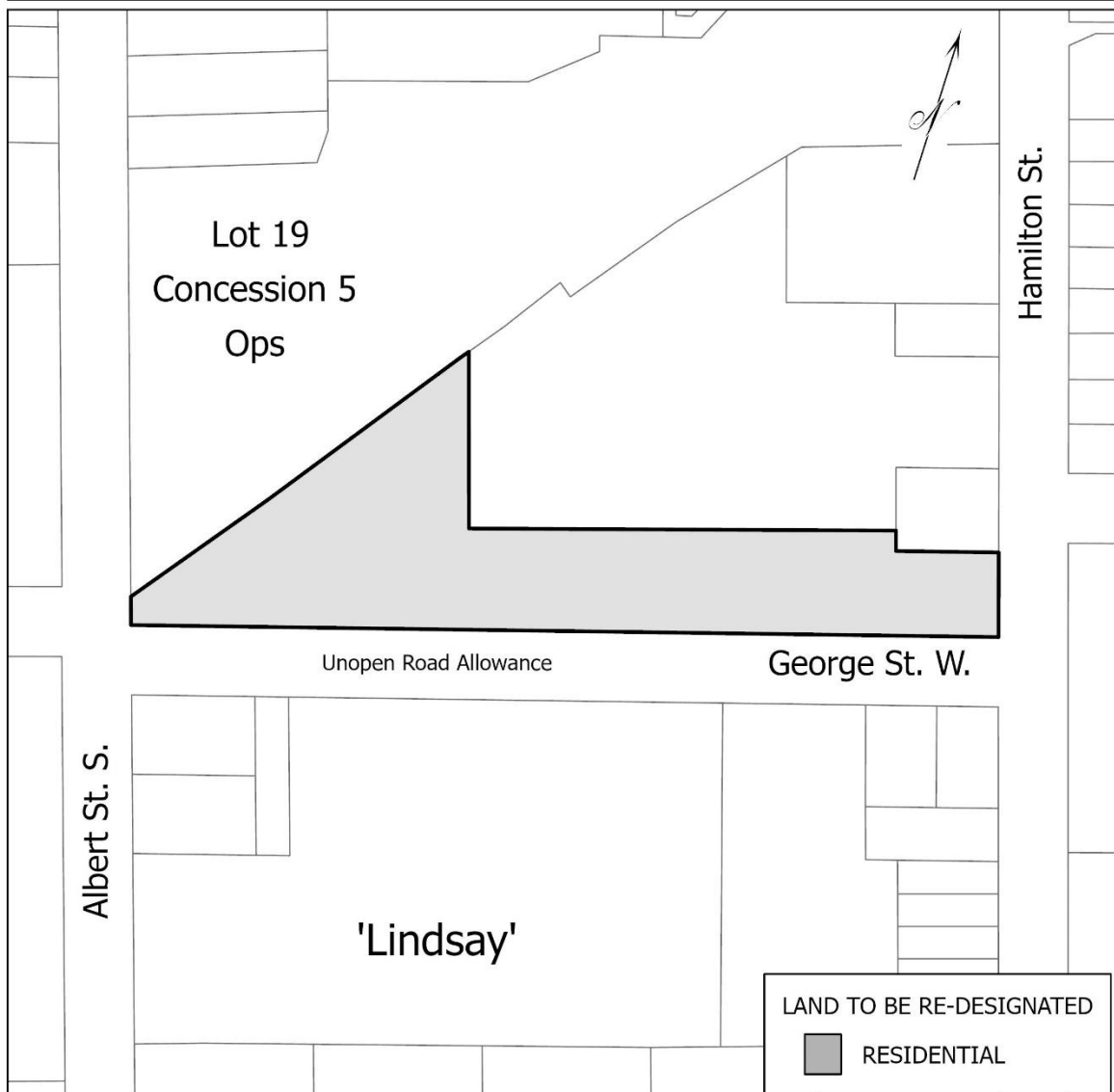
The implementation and interpretation of this amendment shall be in accordance with the relevant policies of the Official Plan.

THE CORPORATION OF THE CITY OF

## KAWARTHA LAKES

Map 'A' to Amendment No. 62

To the Town of Lindsay Official Plan



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

## **By-Law 2021-XXX**

### **A By-law to Amend the Town of Lindsay Zoning By-law No. 2000-75 to Rezone Land within the City Of Kawartha Lakes**

[File D06-2021-015 Report PLAN2021-047, respecting Registered Plan No. 93, Park Lots L & U, and Registered Plan 8P, Former Town of Lindsay, identified as Hamilton Street – City of Kawartha Lakes.]

#### **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 zoning for the subject land to permit a multiple unit residential development.
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 2021-XXX.**

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

- 1.01 **Property Affected:** The Property affected by this by-law is described as Registered Plan No. 93, Park Lots L & U, and Registered Plan 8P, Former Town of Lindsay, City of Kawartha Lakes.
- 1.02 **Textual Amendment:** By-law No. 2000-75 of the Town of Lindsay is further amended by adding Section 10.3.22 as follows:

##### **10.3.22 RM2-S22 Zone**

Notwithstanding the requirements of Section 5.12 and Section 10.2, land zoned RM2-S22 shall only be used for an apartment building and subject to the following provisions:

- |                                     |       |
|-------------------------------------|-------|
| a) Minimum lot frontage             | 24.4m |
| b) Maximum number of dwelling units | 46    |
| c) Minimum number of parking spaces | 28    |
| d) Maximum building height          | 16m   |

All other zone provisions remain subject to Section 10.2

- 1.03 **Schedule Amendment:** Schedule 'A' to By-law 2000-75 of the Town of Lindsay is further amended to change the zone category of the subject land from 'Parks

and Open Space (OS)' Zone to 'Residential Multiple Two Exception 22 (RM2-S22)' Zone for the land referred to as 'land to be rezoned' 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 10<sup>th</sup> day of August, 2021.

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Andy Letham, Mayor

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Cathie Ritchie, City Clerk

THE CORPORATION OF THE CITY OF

## KAWARTHA LAKES

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

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

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

