

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

## **AGENDA**

### **PLANNING ADVISORY COMMITTEE MEETING**

**PC2017-11**

**Wednesday, November 8, 2017**

**1:00 P.M.**

**Council Chambers**

**City Hall**

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

#### **MEMBERS:**

**Mayor Andy Letham**

**Councillor Brian Junkin**

**Councillor Rob Macklem**

**Councillor Gord Miller**

**Councillor Patrick O'Reilly**

**Councillor Heather Stauble**

**Councillor Andrew Veale**

**Mike Barkwell**

**Debbie Girard**

Accessible formats and communication supports are available upon request.

1.	<u>CALL TO ORDER AND ADOPTION OF AGENDA</u>	
2.	<u>DECLARATIONS OF PECUNIARY INTEREST</u>	
3.	<u>PUBLIC MEETING</u>	
3.1	PLAN2017-065	4 - 15
	<p>Mark LaHay, Planner II</p> <p>Applications for Zoning By-law Amendment together with a Draft Plan of Subdivision and Draft Plan of Condominium to permit 7 lots for single detached dwellings fronting on Lakewood Crescent and 24 semi-detached and 2 single detached units fronting on a common elements condominium road accessed from Lakewood Crescent, former Village of Bobcaygeon, now City of Kawartha Lakes (Frederick G. Reynolds Holdings Inc.)</p>	
4.	<u>BUSINESS ARISING FROM PUBLIC MEETING</u>	
5.	<u>DEPUTATIONS</u>	
6.	<u>CORRESPONDENCE</u>	
7.	<u>CITY OF KAWARTHA LAKES REPORTS</u>	
7.1	PLAN2017-062	16 - 46
	<p>Ian Walker, Planning Officer - Large Developments</p> <p>Applications for Official Plan and Zoning By-law Amendment together with a Draft Plan of Subdivision to permit 8 lots for single detached dwellings on the east side of an extension to O'Reilly Lane, Geographic Township of Ops, now City of Kawartha Lakes (2042825 ONTARIO INC.)</p>	
7.2	PLAN2017-066	47 - 121
	<p>Richard Holy, Manager of Planning</p> <p>Request by Donald Kerr for a Revision to Woodland Hills Community Inc. Subdivision Agreement, Bethany</p>	
7.3	ENG2017-025	122 - 136
	<p>Christina Sisson, Supervisor of Development Engineering</p> <p>Assumption Report for Morningside Subdivision - Phase 1, Lindsay, City of Kawartha Lakes</p>	

8. ADJOURNMENT

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

## **Planning Advisory Committee Report**

**Report Number PLAN2017-065**

---

**Date:** November 8, 2017  
**Time:** 1:00 p.m.  
**Place:** Council Chambers  
**Public Meeting**

---

**Ward Community Identifier:** Ward 13 - Bobcaygeon

**Subject:** Applications for Zoning By-law Amendment together with a Draft Plan of Subdivision and Draft Plan of Condominium to permit 7 lots for single detached dwellings fronting on Lakewood Crescent and 24 semi-detached and 2 single detached units fronting on a common elements condominium road accessed from Lakewood Crescent, former Village of Bobcaygeon, now City of Kawartha Lakes (Frederick G. Reynolds Holdings Inc.)

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

---

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

**RESOLVED THAT** Report PLAN2017-065, respecting Part Lots 12 & 13, Concession 19, Part Lot 40, RCP 564, 57R-7890, Parts 2 to 5, former Village of Bobcaygeon, "Frederick G. Reynolds Inc. – Applications D06-17-028, D05-17-004 & D04-17-001", be received; and

**THAT** the applications respecting the proposed Zoning By-law Amendment, together with the Draft Plan of Subdivision and Draft Plan of Condominium be referred back to staff until such time as all comments have been received from all circulated agencies and City Departments, and for further review and processing.

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

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

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

## Background:

The proposal is to permit a residential plan of subdivision consisting of 7 lots for single detached dwellings with frontage on Lakewood Crescent, and one block for the residential condominium plan consisting of 24 semi-detached and 2 single detached units fronting onto a common elements condominium road accessed from Lakewood Crescent. The proposed lots will be developed on full municipal services. The Zoning By-law Amendment proposes to rezone the land from the “General Industrial (M2) Zone” to “Urban Residential Type One Exception (R1-\*)” and “Urban Residential Type Two Exception (R2-\*) Zones” to permit a mix of 33 low-density single-detached and semi-detached residential dwelling units with site specific zone provisions.

Owners:	Frederick G. Reynolds Holdings Inc.
Applicant:	Design Plan Services Inc. – T.J Cieciura
Legal Description:	Part Lots 12 & 13, Concession 19, Part Lot 40, RCP 564, 57R-7890, Parts 2 to 5, former Village of Bobcaygeon
Designation:	“Urban”, on Schedule A-2 of Victoria County Official Plan.
Zone:	“General Industrial (M2) Zone” on Schedule ‘A’ of the Village of Bobcaygeon Zoning By-law No. 16-78
Lot Area:	1.692 ha. [4.18 ac. – MPAC]
Site Servicing:	Proposed municipal water and sanitary sewer, drainage swales and storm sewers
Existing Uses:	Vacant Industrial Land/Storage Buildings
Previous Uses:	Small household appliances manufacturing, construction storage and woodworking activities
Adjacent Uses:	North: Lakewood Crescent/Low Density Residential East: Austin Boulevard/Apartment/Condo/Residential South: River Park Drive/Open Space/Bobcaygeon River West: Industrial/Commercial/Public Use (Forbert Memorial Pool)

## Rationale:

The property is located on the south side of Lakewood Crescent, south of a single-detached residential subdivision, and is on the west side of Austin Boulevard and the north side of River Park Drive (see Appendix ‘A’). The owners propose a residential plan of subdivision consisting of 7 lots for single detached dwellings and one condominium block consisting of 24 semi-detached and 2 single detached units on a common elements condominium road (see Appendices ‘C’ and ‘D’). The proposed development will be on full services. Municipal water, sanitary sewer and storm sewers are to be provided. The subdivision lots will be accessed via Lakewood Crescent and the condominium

lots will be accessed via a common elements road with access from Lakewood Crescent. There will be no regular access from Austin Boulevard; only emergency access via a gate between Driveway 'A' and Austin Boulevard. An amendment to the Zoning By-law is necessary to permit the residential use, along with a plan of subdivision and a plan of condominium.

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

1. Planning Rationale Report prepared by Design Plan Services Inc., dated May 2017. The report discusses and assesses the proposal in context of the 2014 Provincial Policy Statement, Growth Plan, the Victoria County Official Plan, the City of Kawartha Lakes Official Plan and Bobcaygeon Secondary Plan, and the Village of Bobcaygeon Zoning By-law.
2. Addendum to Planning Rationale Report prepared by Design Plan Services Inc., dated October 2017. This addendum updates the Growth Plan analysis of the previously submitted Planning Rationale Report with the policies of the in-effect 2017 Growth Plan.
3. Preliminary Urban Design Brief for Marshall Homes, prepared by Design Plan Services Inc., dated May 31, 2017.
4. Karst Topography Assessment Letter Report prepared by GHD dated March 30, 2017.
5. Phase One Environmental Site Assessment Report prepared by Terrapex Environmental Ltd., dated January 31, 2017.
6. Stage 1 and 2 Archaeological Assessment prepared for Marshall Homes by ASI Archaeological & Cultural Heritage Services dated July 27, 2016. The report identifies and evaluates the proposal with respect to archaeological resources.
7. Building Elevations and Floor Plans for Units 4001, 4002, 5001 and 5002 for Marshall Homes prepared by Hunt Design Associates Inc., dated October 2016.
8. Topographic Plan prepared by Coe Fisher Cameron, Ontario Land Surveyors dated May 20, 2015.
9. Proposed Draft Plan of Subdivision dated May 1, 2017, Proposed Draft Plan of Condominium and Proposed Site Plan dated March 2, 2017 prepared by Design Plan Services Inc.
10. Traffic Impact Study prepared for Port 32 Inc. Marshall Homes by Tranplan Associates dated March 2017.
11. Functional Servicing Report prepared by Engage Engineering Ltd., dated March 2017. The report examines municipal water and sanitary servicing options for the property as well as stormwater management.

All of the reports and plans submitted have been circulated to the applicable agencies and City Departments for review and comment. Staff has reviewed the Planning Rationale Report and Addendum that was prepared and filed in support of the applications and generally accepts the planning rationale provided in the context of the relevant Provincial and City of Kawartha Lakes policies and plans. Staff recommends that the applications be referred back to Staff until such time as commenting Agencies and City Departments have submitted comments.

### **Provincial Policies:**

#### **Growth Plan for the Greater Golden Horseshoe (2017):**

The Growth Plan (GP) provides that growth should be directed towards settlement areas, and utilizes existing or planned infrastructure. The proposed development will provide infill residential development on full municipal services and be located within the Bobcaygeon settlement area. The GP envisions increasing intensification of the existing built-up area and providing a diverse range and mix of housing options. 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.

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

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

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 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;
- e) promoting cost-effective development patterns and standards to minimize land consumption and servicing costs.

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:

- a) densities and a mix of land uses which:
  - 1. efficiently use land and resources;
  - 2. 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;
  - 3. support active transportation; and
- b) a range of uses and opportunities for intensification and redevelopment in accordance with the criteria in policy 1.1.3.3, which permits Planning authorities to identify appropriate locations and promote opportunities where this can be accommodated taking into account existing building stock or areas, including brownfield sites, and the availability of suitable existing or planned infrastructure and public service facilities required to accommodate projected needs.

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. The proposed development does not appear to be within or adjacent to any natural heritage features as identified in Section 2 of the PPS, and does not appear to be located within any natural hazards, as identified in Section 3 of the PPS. In relation to Section 3, the GHD Consultant's Report stated that with the exception of the southern portion of the site, the site inspection yielded no visual indicators of karst topography (i.e. sink holes, depressions, open fractures, disappearing streams) and provided recommendations to follow related to construction of foundations for the proposed development. This Karst Topography Assessment has been submitted which has been circulated to Kawartha Region Conservation Authority (KRCA) for review and comment. Also, in relation to Section 3, a Phase One Environmental Site Assessment (ESA) has been circulated for review and comment in relation to Human-Made Hazards. This report recommends a Phase Two ESA is required in order to file a Record of Site Condition for the subject property.

Subject to confirmation from the relevant Department and Agencies, these applications appear to be consistent with the PPS.



### **Official Plan Conformity:**

The “Urban” designation in the Victoria County Official Plan (VCOP) applies to this property as the policies in the proposed “Urban Settlement Area” designation in the City of Kawartha Lakes Official Plan (CKLOP) and the “Residential” designation in the Bobcaygeon Secondary Plan (SP), are both subject to appeal to the Ontario Municipal Board. The Urban designation permits all types of residential uses and densities; however, low density shall predominate. Single detached and semi-detached dwellings are considered a low density form of development. The density shall not exceed 25 units per net hectare. The proposed density on the subject land, being approximately 19.5 units per net hectare, falls within the low density range and conforms to the density policies in the VCOP, and is in keeping with the general policies of the proposed CKLOP and SP for residential use of land within the settlement area of Bobcaygeon.

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

The subject land is zoned “General Industrial (M2) Zone” in the Village of Bobcaygeon Zoning By-law 16-78. The applicant has submitted a Zoning By-law Amendment application for consideration which proposes to rezone to Urban Residential Type One Exception (R1-\*) and Urban Residential Type Two Exception (R2-\*) Zones, to permit a mix of 33 low density single detached and semi-detached residential dwelling units with site specific provisions relating to minimum lot area, front, rear, interior or exterior side setback and maximum lot coverage on the subject lands. Based on the above conclusions of the Phase One ESA, it is recommended that a Holding (H) Provision be applied which requires a Phase Two ESA and any required site remediation in order to file a Record of Site Condition, prior to any development. The Holding symbol would also be applied to the entire subdivision and plan of condominium to ensure that a secured subdivision agreement and condominium agreement is executed.

### **Other Alternatives Considered:**

No other alternatives have been considered.

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

There are no financial/operational considerations unless Council’s decision to adopt or its refusal to adopt the requested amendment and the draft plan approval requests are appealed to the Ontario Municipal Board. In the event of an appeal, there would be costs, some of which may be recovered from the applicant.

### **Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:**

The Council Adopted Strategic Plan identifies these Strategic Goals:

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

This application aligns with the vibrant and growing economy strategic goal as it increases the supply of new housing to attract new residents in the City of Kawartha Lakes.

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

There are no accessibility implications for the City. The accessibility standards established in the Building Code will be shown on the subsequent construction drawings, which must be approved by the City prior to the issuance of a building permit.

### **Servicing Comments:**

The Functional Servicing Report was circulated to the Engineering and Corporate Assets Department for review and comment. This report confirms that the subject lands are serviceable; however, this will need to be confirmed by the City's Engineering and Public Works Divisions.

### **Consultations:**

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

#### Public Comments:

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

#### Agency Review Comments:

On October 19, 2017, Enbridge Gas Distribution advised they do not object to the proposed applications and advised they do not presently have gas piping within the immediate area.

On October 20, 2017, Canada Post Corporation advised that the community mailbox location is satisfactory and requested occupancy dates when available along with civic addresses.

On October 26, 2017, the Chippewas of Rama First Nation advised that they reviewed the Notice of Applications and have shared it with Council and forwarded the information to the Williams Treaties First Nation Process Coordinator/Negotiator should any further action be required.

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

The applications for Zoning By-law Amendment together with Draft Plan of Subdivision and Draft Plan of Condominium appear to conform to the Growth Plan and subject to further confirmation from relevant Departments and/or Agencies, appear to be consistent with the Provincial Policy Statement. The appropriate background studies in support of the applications have been submitted and circulated to the appropriate agencies and City Departments for review and comment. At this time, comments have not been received from all circulated agencies and City Departments. Therefore, Staff recommends the applications be referred back to staff until such time as commenting agencies and/or City Departments have submitted comments, and any concerns have been addressed.

## **Conclusion:**

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

## **Attachments:**

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



Appendix 'A' – Location Map

Appendix 'B' – Aerial Photo

Appendix 'C' – Proposed Draft Plan of Subdivision

Appendix 'D' – Proposed Draft Plan of Condominium

---

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

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

**Department File:** D06-17-028, D05-17-004 & D04-17-001

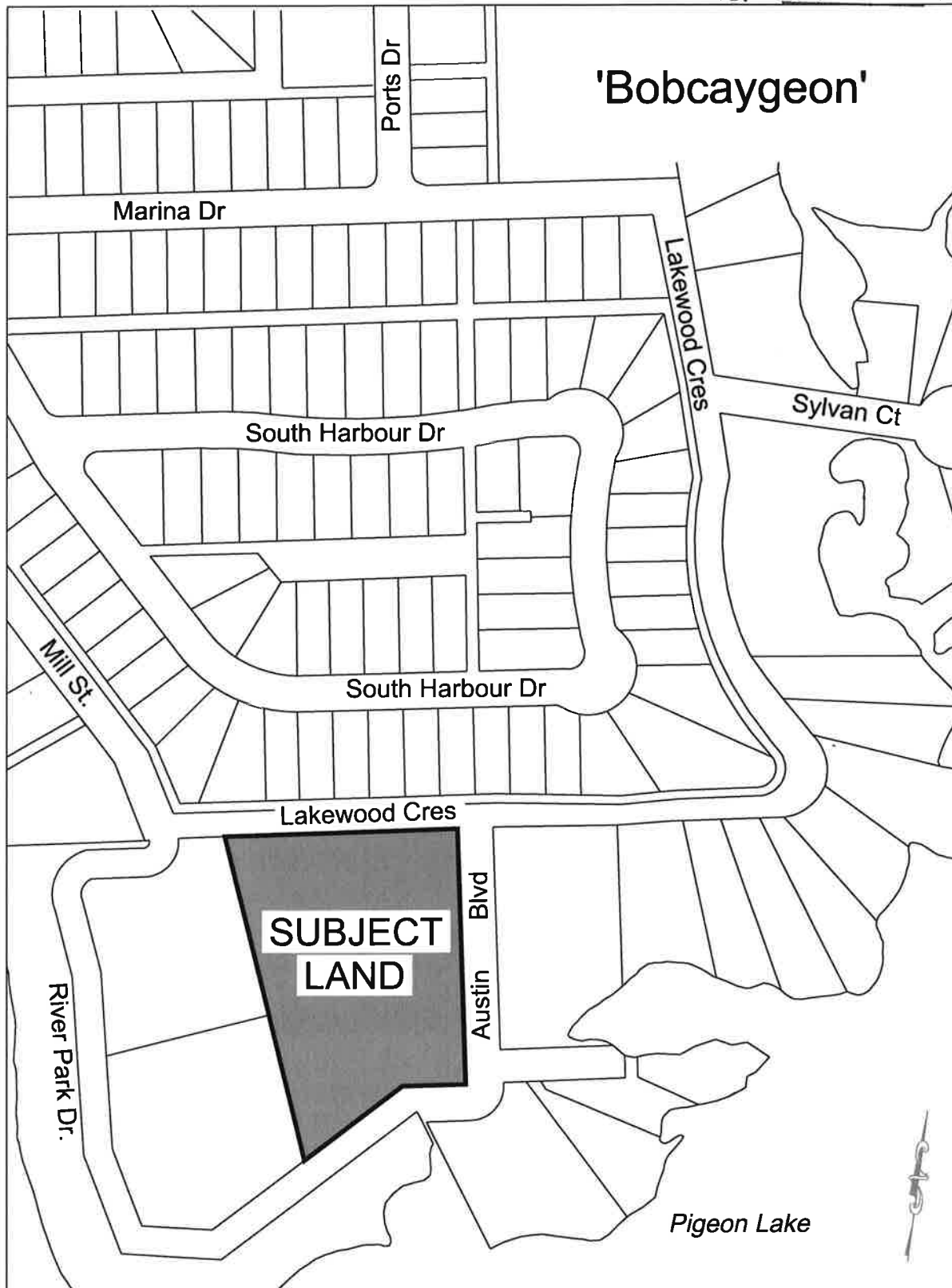
to

REPORT PLAN2017-065

006-17-028

005-17-004

FILE NO. 004-17-001

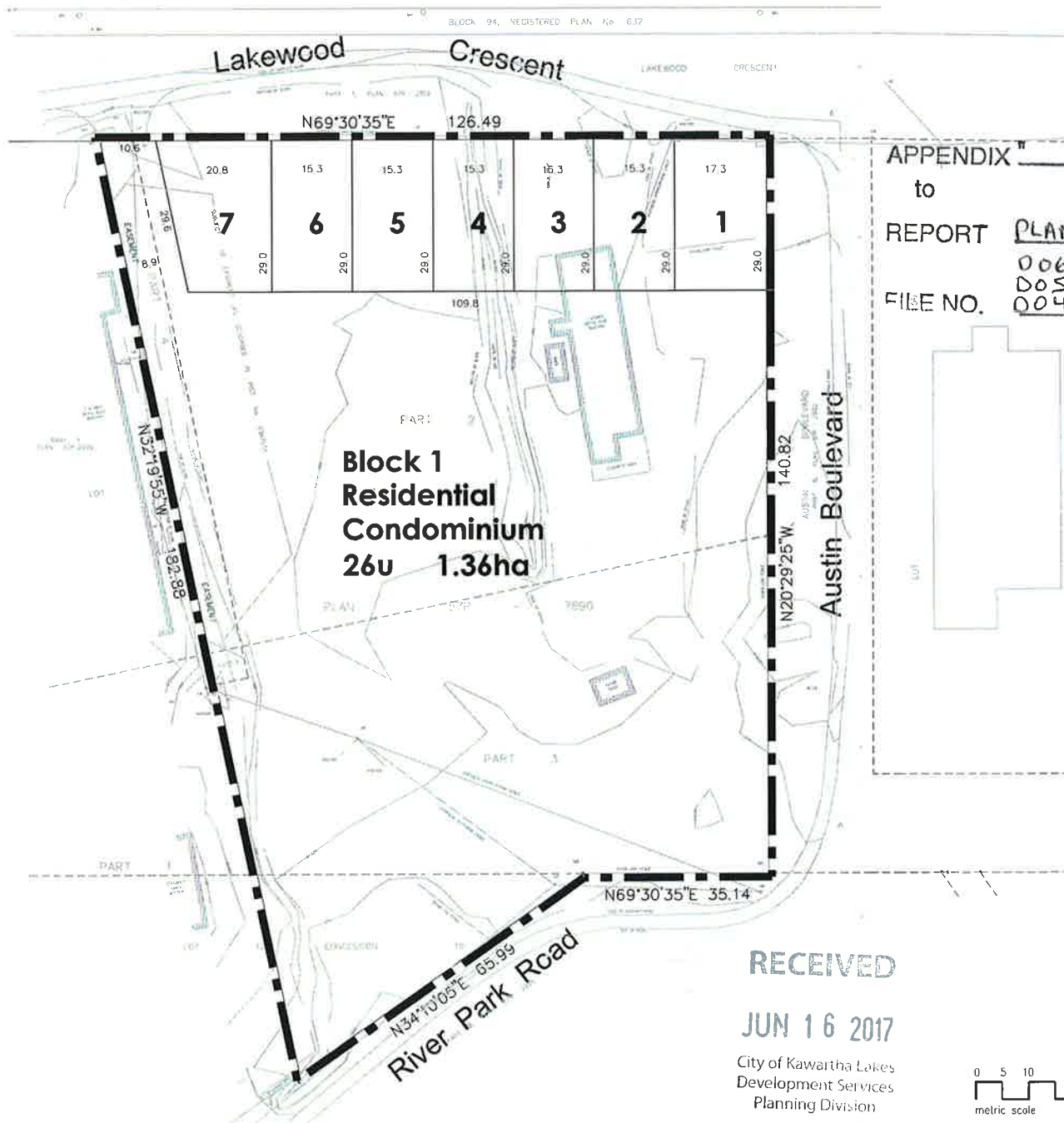




# 7-27 Lakewood Crescent (Bobcaygeon)







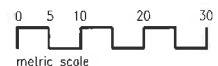
APPENDIX C  
to  
REPORT PLAN 2017-065  
FILE NO. 006-17-028  
005-17-004  
004-17-001

**Block 1  
Residential  
Condominium  
26u 1.36ha**

RECEIVED

JUN 16 2017

City of Kawartha Lakes  
Development Services  
Planning Division



**KEY  
PLAN**

Subject Property



**AREA TABLE**

Residential Single Family (Lots 1-7)	0.33ha±
Residential Condominium Block 1	1.36
Totals	1.69ha±

**UNIT COUNT**

15.3m(50') Single Family	7u
Residential Condominium Block	26
Totals	33u

**ADDITIONAL INFORMATION REQUIRED  
UNDER THE PLANNING ACT**

- C This represents the applicants entire holdings in the area.
- D Residential condominium.
- H Piped water to be provided.
- I Sandy Silt Till.
- K Sanitary and storm sewers to be provided.

**LEGEND**

Boundary of Subdivision

**NOTES**

All measurements are in metres.  
All elevations refer to Geodetic Datum.

**SURVEYOR'S CERTIFICATE**

I hereby certify that the boundaries of the lands to be subdivided as shown on this plan, and their relationship to the adjacent lands are accurately and correctly shown.

Carole G. Hickman  
Cdn. Fisher, Concom Ontario Land Surveyors

**OWNERS AUTHORIZATION**

We, PORT 32 INC. hereby authorize  
DESIGN PLAN SERVICES INC. to prepare and  
submit a draft plan of subdivision for approval.

Dupont Wells - A.S.G. Signature Day Month Year

**PROPOSED DRAFT PLAN  
OF SUBDIVISION**

**PART OF LOT 40, REGISTRAR'S  
COMPILED PLAN #564**

And

**PART OF LOT 12  
CONCESSION 19**

(Geographic Township of Harvey)  
Now in the  
**CITY OF KAWARTHA LAKES**

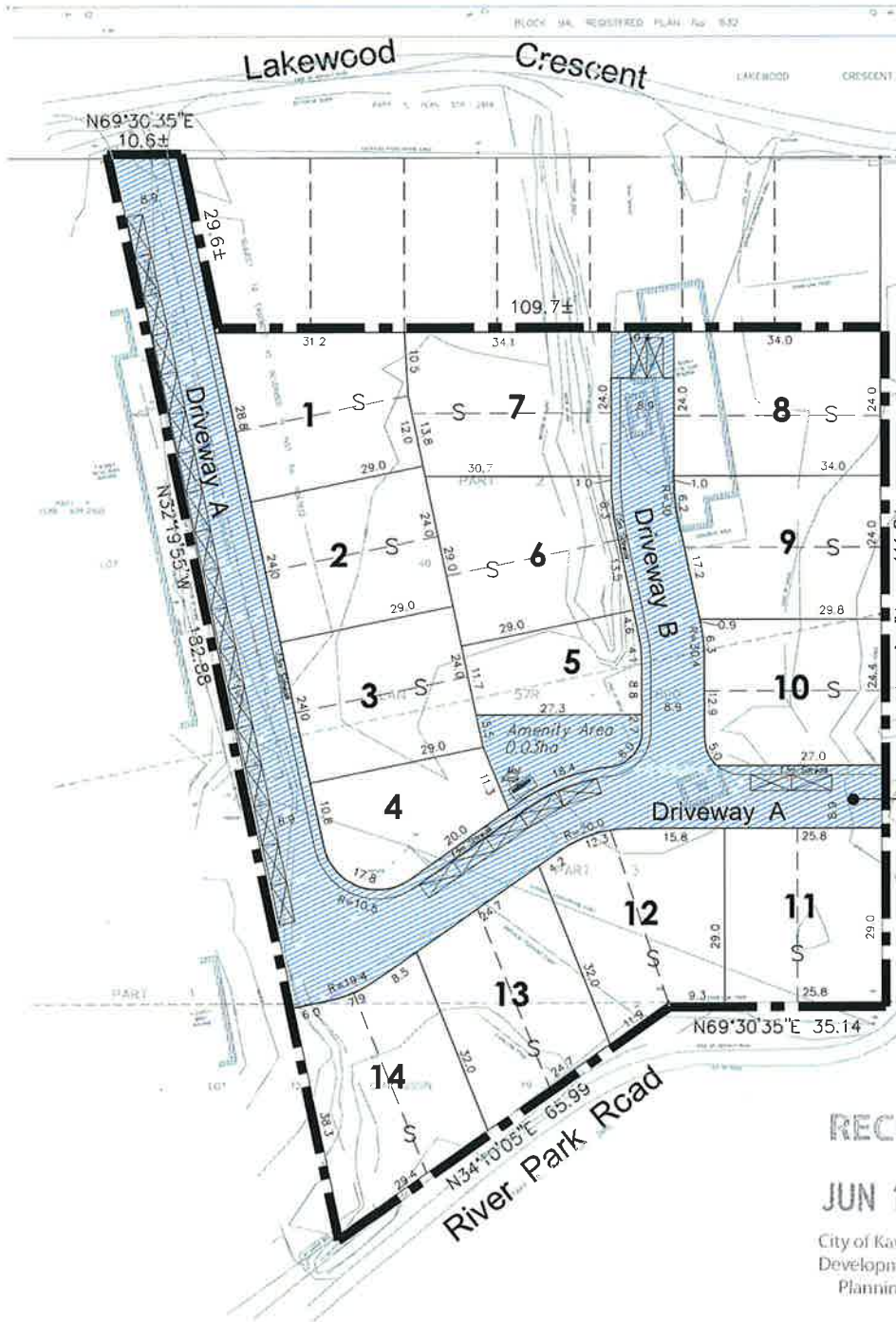
**DESIGN PLAN SERVICES INC.**  
Town Planning Consultants

900 The East Mall Suite 100  
Etobicoke, Ontario M9B 6K2  
Telephone: (416) 626-5445  
Fax: (416) 626-5445  
www.designplansra



DESIGN  
PLAN  
SERVICES  
INC.

1:750 May 1/17 15110-16 Hp Yb  
Scale Date Drawing Number Rev Draw Design



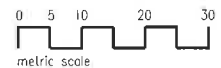
APPENDIX "D"  
to  
REPORT PLAN 2017-065  
FILE NO. 006-17-028  
005-17-004  
004-17-001

Block 1  
Common  
Elements  
0.36ha

RECEIVED

JUN 16 2017

City of Kawartha Lakes  
Development Services  
Planning Division



KEY  
PLAN

Subject  
Property



#### AREA TABLE

12.0m (36') Condo Single	Lots 4 & 5	0.09ha ±
12.0m (36') Condo Semi-Detached	Lots 1-3, 6-14	0.91
Common Elements	Block 1 (includes Driveways, Sidewalks & Amenity Area)	0.36
<b>TOTAL</b>		<b>1.36ha ±</b>

#### UNIT COUNT

12.0m (36') Condo Single	2u
12.0m (36') Condo Semi-Detached	24
<b>TOTAL</b>	<b>26u</b>

#### LEGEND

- Site Boundary
- Mail Kiosk
- Pedestrian Crossing
- Common Elements
- Walkways
- Parking Stalls

#### NOTES:

All measurements are in metres.  
All elevations refer to Geodetic Datum.

**PROPOSED DRAFT PLAN  
OF CONDOMINIUM**  
**PART OF LOT 10**  
**REGISTRAR'S COMPILED PLAN #564**  
And  
**PART OF LOT 12**  
**CONCESSION 19**  
(Geographic Township of Harvey)  
Now in the  
**CITY OF KAWARTHA LAKES**

**DESIGN PLAN SERVICES INC.**  
Town Planning Consultants

900 The East Mall, Suite 100  
Etobicoke, Ontario M9B 6K2  
Telephone (416) 626-5445  
Fax: (416) 620-6665  
www.designplan.ca

**D P S**  
DESIGN  
PLAN  
SERVICES  
INC.

1:750	Mar. 2/17	15110-14	Hp	Wp
Scale	Date	Drawing Number	Rev.	Drawn/Check

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

## **Planning Advisory Committee Report**

**Report Number PLAN2017-062**

---

**Date:** November 8, 2017

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

**Place:** Council Chambers

**Regular Meeting**

---

**Ward Community Identifier: Ward 11 - Ops**

**Subject:** Applications for Official Plan and Zoning By-law Amendment together with a Draft Plan of Subdivision to permit 8 lots for single detached dwellings on the east side of an extension to O'Reilly Lane, geographic Township of Ops, now City of Kawartha Lakes (2042825 ONTARIO INC.)

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

---

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

**RESOLVED THAT** Report PLAN2017-062, respecting **Part of Lots 6 & 7, Concession 2, geographic Township of Ops, “2042825 ONTARIO INC. – Applications D01-16-006, D06-16-031 & D05-16-004”**, be received;

**THAT** a By-law to implement the proposed Official Plan Amendment, substantially in the form attached as Appendix ‘C’ be referred to Council for adoption;

**THAT** the zoning by-law amendment, substantially in the form attached as Appendix ‘D’ be referred to Council for approval and adoption;

**THAT** the Draft Plan of Subdivision (16T-16501), Application D05-16-004, as shown on Appendix ‘B’ and the conditions substantially in the form attached as Appendix “E” to Report PLAN2017-062, be approved and adopted by Council; and

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

**Department Head:**

---

**Legal/Other:**

---

**Chief Administrative Officer:**

---



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

### **Background:**

The statutory public meeting was held by the Planning Committee on November 9, 2016 and following resolution was passed:

#### **PC2016-036**

**Moved By** Councillor Stauble

**Seconded By** Councillor Miller

**RESOLVED THAT** Report PLAN2016-069, respecting **Part of Lots 6 & 7, Concession 2, geographic Township of Ops, 2042825 ONTARIO INC. – Applications D01-16-006, D06-16-031 & D05-16-004**, be received; and **THAT** the applications respecting Applications D01-16-006, D06-16-031, and D05-16-004 be referred back to staff until such time as all comments have been received from all circulated agencies and City Departments, and for further review and processing.

#### **CARRIED**

This report addresses that direction.

2042825 Ontario Inc. proposes to develop a 6.5 ha. shoreline residential plan of subdivision consisting of an extension to the municipal road known as O'Reilly Lane; 8 residential lots for single detached dwellings; and 4 blocks: 1 block to recognize an existing burial plot; 1 block for drainage purposes; and 2 blocks for 0.3 m. reserves along the west and north side of the proposed municipal road. The proposed lots will front onto a new municipal road which is an extension from the north end of O'Reilly Lane, and will be developed on private individual services. See Appendix 'B'. The Official Plan Amendment proposes a special policy to reduce the minimum lot frontage requirement in the City of Kawartha Lakes Official Plan (OP). See Appendix 'C'. The Zoning By-law Amendment proposes to rezone the land from the "Agricultural (A) Zone" and "Hazard Land (HL) Zone" to the "Shoreline Residential (RS) Zone" and "Shoreline Residential Exception \*\* (RS-\*\*) Zone". See Appendix 'D'.

Owners:	2042825 Ontario Inc. c/o Robert Catenacci; Robert, Maria and Claudio Catenacci; Anthony Tenaglia
Applicant:	EcoVue Consulting Services Inc. – Kent Randall
Legal Description:	Part of Lot 6 & 7, Concession 2, geographic Township of Ops
Designation:	"Waterfront", "Prime Agricultural", and "Environmental Protection" on Schedule 'A-3' to the City of Kawartha Lakes Official Plan. The land contains "Provincially Significant Wetlands" and "Significant Woodlands" as shown on Schedule 'B-3' to the City of Kawartha Lakes Official Plan.

Zone:	“Agricultural (A) Zone” and “Hazard Land (HL) Zone” on Schedule ‘A’ of the Township of Ops Zoning By-law No. 93-30		
Lot Area:	72.66 ha. [179.55 ac. – MPAC] – approximately 6.5 ha. subject to applications		
Site Servicing:	Proposed private sanitary on-site sewage disposal system and individual well, stormwater management pond and drainage swales and ditches		
Existing Uses:	Vacant Land – Agricultural		
Adjacent Uses:	North:	Agricultural	
	East:	Scugog River	
	South:	Shoreline Residential	
	West:	Agricultural	

### **Rationale:**

The property is located to the north of O'Reilly Lane, in the Geographic Township of Ops. See Appendix 'A'. The subject lot is approximately 72.6 ha., of which only 6.5 ha. is proposed for this residential development. The proposed development will be privately serviced by individual well and on-site sanitary sewage systems and swales. The lots will be accessed by an extension of O'Reilly Lane, which will be constructed with a rural cross-section, including ditches.

A portion of the shoreline is designated “Waterfront” in the City of Kawartha Lakes Official Plan (OP). This portion was previously designated “Shoreline Residential” in the Township of Ops Official Plan. Amendments to the OP and Zoning By-law are necessary to recognize site-specific standards and to permit the residential use and plan of subdivision. A Planning Justification Report (PJR) and addendum letter; a Functional Servicing Report (FSR) & Preliminary Stormwater Management Plan (SWM); a Hydrogeological Assessment Report (HydroG); a Stage 1 & 2 Archaeological Assessment; an Environmental Impact Study (EIS); and an Agricultural Impact Assessment (AIA) with Minimum Distance Separation (MDS) calculations have been submitted in support of these applications.

### **Provincial Policies:**

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

The current Growth Plan (GP) came into effect July 1, 2017. Decisions made by Council on planning matters after July 1 must conform to the policies of the GP. The GP provides that growth should be directed towards settlement areas, except where the policies of the GP permit otherwise. This property is located outside of a settlement area, and is subject to the Rural Areas policies, which permit growth related to the management or use of resources, resource-based recreational uses, and rural land uses that are not appropriate in settlement

areas. Section 2.2.9.6. of the GP allows new multiple lots for residential development in site-specific locations which, as of June 16, 2006, had approved zoning or were designated to permit this type of development. The portion of the lot subject to these applications was designated “Shoreline Residential” in the Township of Ops Official Plan on June 16, 2006. This designation permitted lot creation for single detached dwellings.

The GP now includes additional policies for protecting what is valuable. These policies are in conjunction with the relevant policies in the Provincial Policy Statement, 2014. These include policies for: Water Resource Systems; Natural Heritage Systems; Key Hydrologic Areas, Features, and Natural Heritage Features; Agricultural System; Cultural Heritage Resources; and Climate Change. The applicant was requested to prepare an addendum to the PJR which addresses the 2017 Growth Plan. The addendum letter notes that an EIS was submitted which addresses these policies. Additional information is provided under the heading “Provincial Policy Statement, 2014” below.

On this basis, these applications conform to the GP.

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

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

In rural areas, permitted uses and activities shall relate to the management or use of resources, resource-based recreational uses, limited residential development, and other rural land uses. The PPS provides that development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted. Agricultural and other resource-related uses should be promoted and protected, and non-related development should be directed to areas where it will minimize constraints on these uses. The applicant has submitted the relevant studies and reports in support of the development. The Engineering and Corporate Assets Department have reviewed the FSR and SWM Plan in conjunction with the proposed Draft Plan of Subdivision and advised they are satisfied with the current submission. Draft Plan Conditions have been provided for inclusion. See Appendix ‘E’. The Building Division – Sewage System Program has advised that the HydroG report supports that Class 4 sewage systems are acceptable for installation on the proposed lots.

Development shall be directed in accordance with the Natural Heritage and Natural Hazard policies of the PPS. The PPS prohibits development and site alteration on lands adjacent to natural heritage features, unless the ecological function of the adjacent lands have been evaluated, and it has been demonstrated there will be no negative impacts on the natural features or their ecological functions. An EIS was submitted in support of the applications, and Kawartha Region Conservation Authority (KRCA) has confirmed that they have

no objection to approval of these applications, subject to the mitigation measures provided in the EIS. Draft Plan Conditions have been provided for inclusion.

On this basis, these applications are consistent with the PPS.

### **Official Plan Conformity:**

The land is designated “Waterfront”, “Prime Agricultural” and “Environmental Protection” on Schedule ‘A-3’ of the City of Kawartha Lakes Official Plan (OP). Portions of the property have been identified as “Provincially Significant Wetland” (PSW) and “Significant Woodlands” on Schedule ‘B-3’ of the OP. The “Environmental Protection” designation applies to the PSW, which is located to the northeast of the proposed development area. The “Waterfront” designation applies to the shoreline of the property, extending north from the current terminus of O’Reilly Lane to the PSW, a distance of approximately 310 m. The western boundary of the waterfront designation does not follow any geographically-related features. The remainder of the property is designated “Prime Agricultural”.

The interpretation policies of the OP state that the boundaries of the land use designations are approximate, and are considered absolute only where bounded by roads, rivers, lakes, and other geographical features. Amendments to the OP are not required for minor adjustments to the approximate boundaries if the overall intent of the OP is preserved. It is the intent of the “Waterfront” designation to permit lot creation, with lot sizes and development design responding directly to the natural shoreline character. The development shall be compatible with the surrounding character and not result in adverse environmental impacts.

The OP requires a minimum lot area of 4,000 sq. m. and a minimum lot frontage of 60 m. for new lot creation in the “Waterfront” designation. The proposed development complies with the minimum lot area provisions, but does not comply with the minimum lot frontage provisions. The applicant proposes to include a special OP policy to reduce the minimum lot frontage requirement from 60 m. to approximately 38 m. For the purposes of the OP, lot frontage is deemed to be along the municipal road. In support of this request, the applicant has submitted an EIS to assess the environmental impacts of the development, an FSR and SWM Report to assess servicing and stormwater, and a HydroG Report to assess the availability of potable water to service the proposed development. As previously noted in the PPS comments above, confirmation has been provided by the appropriate agencies and departments in regards to the suitability of the submitted studies.

The proposed OP amendment will allow for lot creation with lot sizes and development design responding to the natural shoreline character, which is compatible with the surrounding neighbourhood character, and not result in adverse environmental impacts.

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

The subject land is zoned “Agricultural (A) Zone” and “Hazard Land (HL) Zone” in the Township of Ops Zoning By-law 93-30. The applicant has submitted a Zoning By-law Amendment application, which proposes to change the zone category to the “Shoreline Residential (RS) Zone” for Lots 4 to 8, and “Shoreline Residential Exception \*\* (RS-\*\*) Zone” for Lots 1 to 3, which will have lot frontages less than the minimum 38 m. required for the “RS” zone. For the purposes of the By-law, on a waterfront lot, lot frontage is deemed to be along the shoreline, and the lot line along the road frontage is deemed to be the rear lot line.

As a minimum 30 metre water setback is proposed for all buildings and structures, exception zones will be required for all of the proposed lots, to include a minimum 30 metre water setback for all buildings and structures, and to prohibit the construction of boathouses within the setback. The “Shoreline Residential Exception Two (RS-2) Zone” will be applied to Lots 1 to 3, and the “Shoreline Residential Exception Three (RS-3) Zone” will be applied to Lots 4 to 8. The “Hazard Land (HL) Zone” will continue to apply to the surveyed limit of the shoreline floodplain along the 8 proposed lots. Additionally, an “Open Space Exception Seven (OS-7) Zone” will be placed on Block 10, for drainage purposes, and “Open Space Exception Eight (OS-8) Zone” will be placed on Block 9, to recognize the burial site.

The applicant proposed a Holding (H) Provision be applied to Lots 6 to 8, as a Stage 3 Archaeological Assessment is required for these lots, prior to any development. Staff recommends applying the Holding symbol to the entire subdivision, to ensure that a secured subdivision agreement is executed, and to require the development of each lot be subject to site plan control. The purpose of the site plan agreement is to protect the 30 metre shoreline buffer in its natural state, and to control access points to the shoreline through the development process. The Stage 3 Archaeological Assessment will be required to be completed before the holding provision can be lifted from proposed Lots 6 to 8. If any features are identified to be protected, the site plan agreement will identify the areas which cannot be developed and/or are protected.

Section 34(17) of the Planning Act permits Council to consider changes to a proposed Zoning By-law after the holding of a public meeting and determine whether any further notice is to be given. If Council decides that the proposed change to the Zoning By-law is minor, a further public meeting is not required. Council's decision as to the giving of further notice is final and not subject to review in any court.

## **Site Specific Issues:**

The following issues are identified on the subject property:

### **Burial Site Block**

It has been determined that the burial site will remain in private ownership.

### **Stormwater Management**

It has been determined through the preliminary stormwater management review that the drainage block will be conveyed to the City. A draft plan condition has been included that the owner shall convey Block 10 to the City for drainage purposes.

### **Road Improvements**

As previously noted, the proposed plan of subdivision proposes to extend O'Reilly Lane for connectivity with the neighbouring development to the south. As such, draft plan conditions have been included to provide for the design and construction of road improvements.

### **Other Alternatives Considered:**

No other alternatives have been considered.

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

There are no financial considerations unless Council's decision to adopt or its refusal to adopt the requested amendments and the draft approval request are appealed to the Ontario Municipal Board. In the event of an appeal, there would be costs, some of which may be recovered from the applicant.

### **Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:**

The Council Adopted Strategic Plan identifies these Strategic Goals:

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

This application aligns with the vibrant and growing economy strategic goal as it attracts new residents.

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

There are no accessibility implications for the City. The accessibility standards established in the Building Code will be shown on the subsequent construction drawings, which must be approved by the City prior to the issuance of a building permit.

## **Servicing Comments:**

The lots are proposed to be privately serviced with wells, septic sewage disposal systems, and roadside ditches and swales.

## **Consultations:**

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

### **Agency Review and Public Comments:**

October 14, 2016 – The Building Division advised it has no concerns with the creation of 8 new residential lots.

October 17, 2016 – Chippewas of Rama First Nation advised that it has received the notice of public meeting and has shared it with Council, and forwarded it on to the Williams Treaties First Nation Process Co-ordinator/Negotiator.

October 25, 2016 – Enbridge Gas advised it does not object to the proposed applications.

October 26, 2016 – Hydro One advised it has no comments or concerns. These comments reflect a preliminary review of Hydro One's 'High Voltage Facilities and Corridor Lands' only. For proposals affecting 'Low Voltage Distribution Facilities', the Owner/Applicant should consult their local area distribution supplier.

November 1, 2016 – Mississaugas of Scugog Island First Nation advised that it wishes to be notified and copied on any and all archaeological assessments being completed on the subject property.

November 9, 2016 – Carey Edwards submitted a letter stating his 2 concerns are safety due to construction traffic and potential damage to the existing road.

November 10, 2016 – Trent Severn Waterway advised it does not have concern with the proposed applications, but advised any in-water works will require an In-Water and Shoreline Works permit, and that placing fill on the bed of the river to enlarge or straighten the shoreline is prohibited.

November 18, 2016 – Archie Tantalus submitted a letter stating his concern is regarding the nesting of Canada Geese on the site.

November 30, 2016 – Curve Lake First Nation advised that it has received the notice of public meeting and has suggested it be shared with the Williams Treaties First Nation Process Co-ordinator/Negotiator. They also advised they wish to be contacted should any excavation unearth bones, remains, or other such evidence of a native burial site.

January 23, 2017 – The Building Division – Part 8 Sewage System Program advised a site visit was completed November 7, 2016, and determined that Class

4 sewage systems are acceptable for installation. It has no objection to the proposed subdivision.

February 1, 2017 – Kawartha Region Conservation Authority (KRCA) advised that a 30 metre strip of land adjacent to any wetland or shoreline feature on the subject lands be rezoned to an Environmental Protection (EP) Zone in order to provide enhanced protection of the natural feature and prohibition of any structures. On that basis, they have no objection to the approval of these applications. These comments were re-confirmed on August 31, 2017.

August 28, 2017 – The Engineering and Corporate Assets Department advised they are satisfied with the current submission and have no further comments. These comments were further to the submission of the revised draft plan to address their comments of June 12, 2017, in which they provided draft plan conditions for the draft plan of subdivision.

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

The appropriate background studies have been submitted to support the proposed amendments to the Official Plan and Zoning By-law, together with the application for Draft Plan of Subdivision. These studies have been circulated to the appropriate Agencies and City Departments for review and comment. The applications conform to the Growth Plan and are consistent with the 2014 Provincial Policy Statement. Conformity with the City of Kawartha Lakes Official Plan has been demonstrated, and staff support the request to include a special policy to recognize reduced lot frontages. The rezoning will ensure the subject land complies with the Zoning By-law. All other zoning provisions within the “RS” zone will be maintained.

### **Conclusion:**

Staff support the applications based on the information contained in this report and the comments received as of October 27, 2017. Staff respectfully recommend the proposed Official Plan and Zoning By-law Amendment applications along with the application for Draft Plan of Subdivision be referred to Council for APPROVAL.

### **Attachments:**

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

Appendix ‘A’ – Location Map



PLAN2017-062  
Appendix A.pdf



#### Appendix 'B' – Draft Plan of Subdivision dated June 27, 2017



PLAN2017-062  
Appendix B.pdf

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



PLAN2017-062  
Appendix C.pdf

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



PLAN2017-062  
Appendix D.pdf

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



PLAN2017-062  
Appendix E.pdf

---

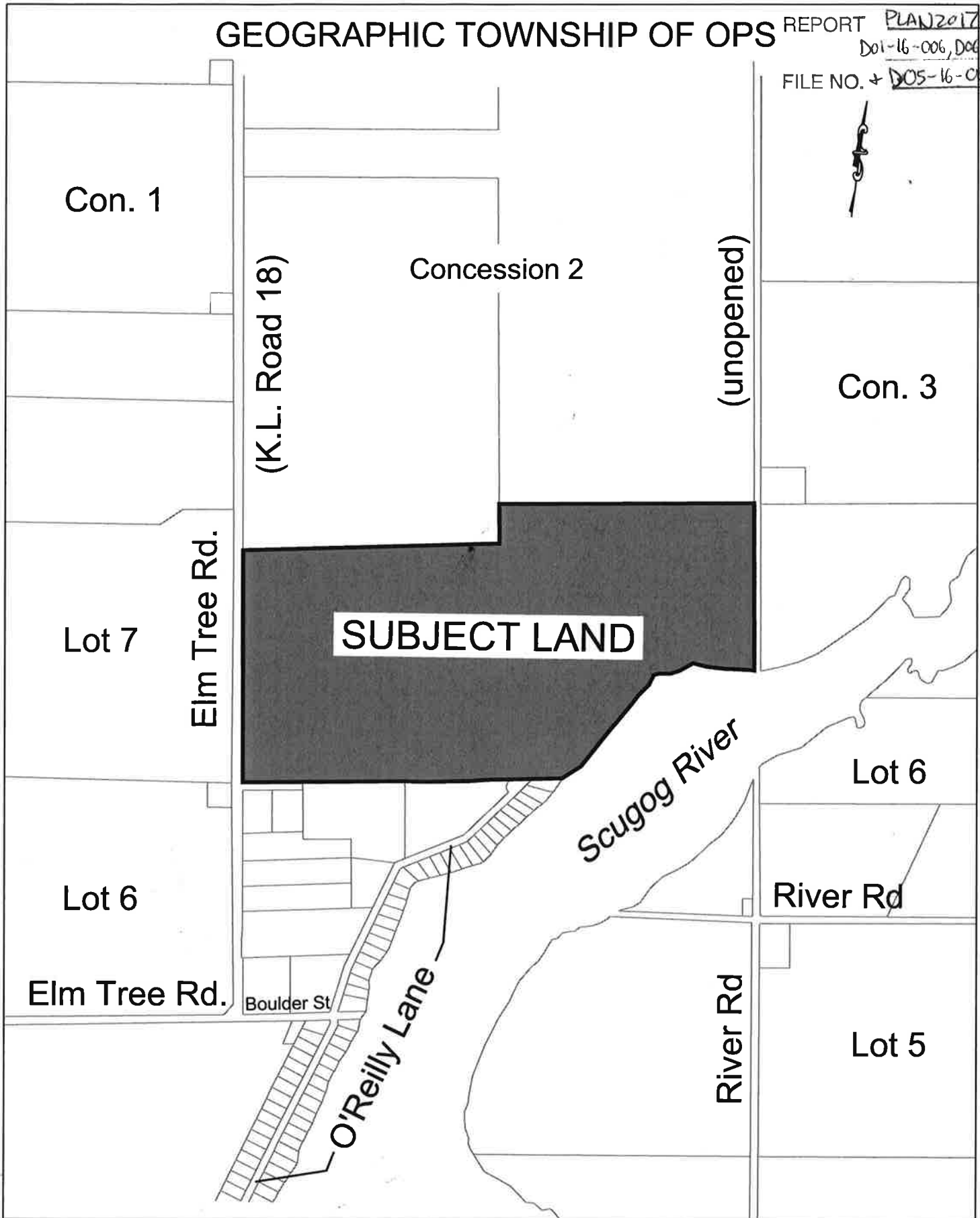
**Department Head E-Mail:** [cmarshall@kawarthalakes.ca](mailto:cmarshall@kawarthalakes.ca)

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

**Department File:** D01-16-006, D06-16-031 & D05-16-004

GEOGRAPHIC TOWNSHIP OF OPS

REPORT PLAN 2017-062  
D01-16-006, D06-16-031  
FILE NO. + D05-16-004





Existing Topographic Contours  
Shoreline  
Flood Line (at 250 90 msl)  
100 Year Natural Inundation (Water Surface at 300.00 msl)  
Elevation

### Submission Requirements

ADDITIONAL INFORMATION REQUIRED  
UNDER SECTION 51-17 (A-1) OF THE

- [illegible]

CHANGES CONTINUE TO BE  
readily available. EndVUE Consulting Services Inc.  
prepare and submit this plan to the City of  
March 1, 2008

Robert C. Cloward

Signature \_\_\_\_\_ Date June 14, 2019

**Women's Outreach**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Arbitrary Ties

**Ogla**

**Arrears**

**June 1st 2019**

Marta Calvaredo June 14 2018


Signature	Date
_____	_____

June 14 2018

Subsidiary certificate

edited by

F. Gieser Planning Land Surveyor	Date	H. F. Gieser Co. Ltd. Port Perry Ontario
-------------------------------------	------	---

 <b>ECOVUE</b> CONSULTING INC.	DRAWN BY: _____ APPROVED BY: _____ REVISION DATE: _____	PROJECT NO.: _____ HORIZ. SCALE: _____ PLOT DATE: _____	13-1966 1:250 JUNE 27 2017
	EcoVue Consulting Services Inc. 311 George St., Suite 200 Toronto, Ontario M5G 1P5 Tel: 705-949-1249 www.ecovueconsulting.com		

**Walden Farm**

Part of Lots 8 and 7 Concession 2 Township of Opa  
City of Kawartha Lakes

**Draft Plan of Subdivision**

**P1**

APPENDIX " B "

to

REPORT PLAN 2017-062

DOI-16-006, DOB-16-031

FILE NO. + DO5-16-004

**The Corporation of the City of Kawartha Lakes** REPORT PLAN2017-062D01-16-006, D06-16-031**By-Law 2017-**FILE NO. D05-16-004

1/5

**A By-Law to Amend the City of Kawartha Lakes Official Plan to Redesignate Land within the City of Kawartha Lakes**

[File D01-16-006, Report PLAN2017-062, respecting Part of Lots 6 and 7, Concession 2, geographic Township of Ops, Vacant Land on Elm Tree Road – 2042825 Ontario Inc.]

**Recitals:**

1. Sections 17 and 22 of the Planning Act, R.S.O. 1990, c. P.13, authorize Council to consider the adoption of an amendment to an Official Plan.
2. Council has received an application to amend the City of Kawartha Lakes Official Plan to amend the land use policies to include a Special Policy which removes a portion of the subject land from the applicable requirements of Section 20.4.2, to facilitate the creation of eight (8) residential lots by plan of subdivision under Section 50 of the Planning Act to the property known municipally as Vacant Land on Elm Tree Road. An accessory use, such as a boathouse will be prohibited within the provisions of the implementing zoning by-law. The lots will be subject to site plan control to ensure the protection of natural features and archaeological artifacts.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to adopt Official Plan Amendment Number 23.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2017-\*\*\*.

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

- 1.01 **Property Affected:** The property affected by this By-law is a portion of Part of Lots 6 and 7, Concession 2, geographic Township of Ops, now in the City of Kawartha Lakes, Vacant Land on Elm Tree Road.
- 1.02 **Amendment:** Amendment No. 23 to the City of Kawartha Lakes Official Plan, attached hereto as Schedule 'A' and forming a part of this By-law is hereby adopted.

**Section 2:00 Effective Date**

- 2.01 **Force and Effect:** 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.

By-law read a first, second and third time, and finally passed, this \*\* day of \_\_\_\_\_,  
2017.

C  
2/5

---

Andy Letham, Mayor

---

Judy Currins, City Clerk

## **Schedule 'A' to By-law No. 2017-\*\*\***

The Corporation of the City of Kawartha Lakes

### **Amendment No. 23 To The Official Plan - The City of Kawartha Lakes**

#### **Part A - The Preamble**

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

The purpose of the official plan amendment is to create a special policy which reduces the minimum lot frontage requirements for lot creation on the property identified as Vacant Land on Elm Tree Road, in the "Waterfront" designation of the City of Kawartha Lakes Official Plan. The land is also subject to an application for zoning by-law amendment and draft plan of subdivision.

The effect of the change would permit a plan of subdivision to create eight (8) residential lots within the "Waterfront" designation of the subject land, with minimum lot frontages of 30 metres. No buildings or structures will be permitted within the 30 metre high water mark setback.

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

The subject land has a lot area of approximately 72.6 ha. and is situated in the geographic Township of Ops, between Elm Tree Road and the Scugog River. The easterly portion of the subject land affected by this application has an area of approximately 6.5 ha. and is located at the northern end of O'Reilly Lane. The property is legally described as Part of Lots 6 and 7, Concession 2, geographic Township of Ops, now City of Kawartha Lakes.

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

Council has enacted this official plan amendment in response to an application submitted by EcoVue Consulting Services Inc. on behalf of the owner to permit the creation of an eight (8) lot plan of subdivision on a portion of the subject land. It is intended that a special policy be incorporated into the City of Kawartha Lakes Official Plan to facilitate a concurrent application for the creation of an eight (8) lot plan of subdivision under Section 50 of the Planning Act for a portion of the subject land known municipally as Vacant Land on Elm Tree Road. No buildings or structures will be permitted within 30 metres of the shoreline within the provisions of the implementing zoning by-law.

The land is designated "Prime Agricultural", "Waterfront" and "Environmental Protection" with "Significant Woodlands" and "Provincially Significant Wetlands" as shown on Schedules "A-3" and "B-3" respectively, of the City of Kawartha Lakes Official Plan. The land is also subject to an application for zoning by-law amendment and draft plan of subdivision.

The proposed use and amendment to the City of Kawartha Lakes 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 Waterfront designation as set out in the City of Kawartha Lakes 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 with respect to the protection of the environment and the Kawartha Region Conservation Authority is satisfied with the Environmental Impact Study.

## **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. 23 to the City of Kawartha Lakes Official Plan.

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

1. The Official Plan for the City of Kawartha Lakes is hereby amended to add the following subsection.

#### **20.7 SPECIAL PROVISIONS:**

- “20.7.6. Notwithstanding Sections 20.4.2, 20.5.2, and 34.7 of this Plan, on Part of Lots 6 and 7, Concession 2, geographic Township of Ops, on lands designated as Waterfront, an eight (8) lot plan of subdivision, with a minimum lot frontage of 30 metres for each lot, may be established. No structures, including boathouses, shall be permitted within 30 m. of the high water mark. The lots in the plan of subdivision are subject to site plan control.”
3. Schedule ‘A-3’ of the City of Kawartha Lakes Official Plan is hereby amended by inserting a note that the lot is subject to Special Policy 20.7.6 of the Official Plan, as shown on Map ‘A’ as ‘Land to be Designated Waterfront – Subject to Special Policy 20.7.6’.

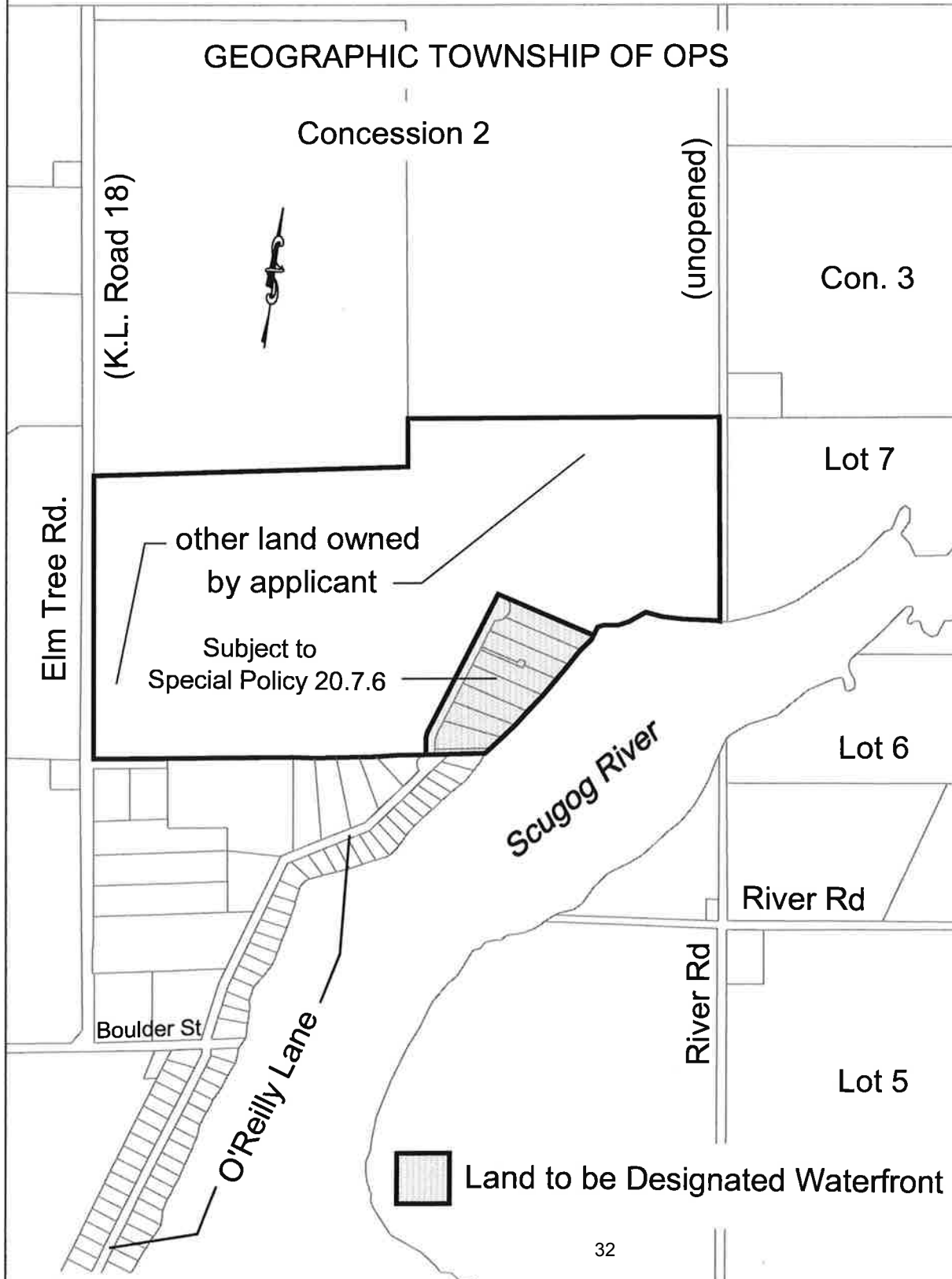
### **F. Implementation and Interpretation**

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

# KAWARTHA LAKES

## Map 'A' to Amendment No. 23 to the City of Kawartha Lakes Official Plan

C  
5/5





# THE CORPORATION OF THE CITY OF KAWARTHA LAKES

## BY-LAW 2017-

### A BY-LAW TO AMEND THE TOWNSHIP OF OPS ZONING BY-LAW NO. 93-30 TO REZONE LAND WITHIN THE CITY OF KAWARTHA LAKES

[File D06-16-031, Reports PLAN2016-069 and PLAN2017-062, respecting Part of Lots 6 and 7, Concession 2, geographic Township of Ops, now City of Kawartha Lakes and being vacant land on Elm Tree Road – 2042825 ONTARIO INC.]

#### Recitals:

1. Sections 34 and 36 of the *Planning Act* 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 change the zone category to permit an eight (8) lot plan of subdivision, a reduction in minimum lot frontage, and an increase to the minimum water setback.
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 2017-\_\_.**

#### Section 1:00 Zoning Details

- 1.01 **Property Affected:** The Property affected by this by-law is described as Part of Lots 6 and 7, Concession 2, geographic Township of Ops, now City of Kawartha Lakes and being vacant land on Elm Tree Road.
- 1.02 **Textual Amendment:** By-law No. 93-30 of the Township of Ops is further amended by amending Sections 6.3 and 15.3 to add the following:

#### "6.3.2 Shoreline Residential Exception Two – Holding (RS-2(H)) Zone

Notwithstanding the provisions of the Shoreline Residential (RS) Zone, Section 2.1, Section 2.25.1(b), and Section 3.6 to the contrary, on lands within the Shoreline Residential Exception Two – Holding (RS-2(H)) Zone, the following shall apply:

- |  |              |
|--|--------------|
| a) Minimum lot area                                    | 4,000 sq. m. |
| b) Minimum lot frontage                                | 30.0 m.      |
| c) Minimum water setback                               | 30.0 m.      |
| d) A marine facility is not a permitted accessory use. |              |

On land zoned RS-2(H), the removal of the (H) shall be in accordance with the following:

- The owner has entered into a site plan agreement with the City.

In all other respects, the provisions of Section 6, Shoreline Residential (RS) Zone shall apply.

#### 6.3.3 Shoreline Residential Exception Three – Holding (RS-3(H)) Zone

Notwithstanding the provisions of the Shoreline Residential (RS) Zone, Section 2.25.1(b), and Section 3.6 to the contrary, on lands within the Shoreline Residential Exception Three – Holding (RS-3(H)) Zone, the following shall apply:

- |                     |              |
|---------------------|--------------|
| a) Minimum lot area | 5,000 sq. m. |
|---------------------|--------------|

APPENDIX " D "

to

REPORT PLAN2017-062

D01-16-006, D06-16-031

FILE NO. \*D05-16-004

1/4

- b) Minimum water setback 30.0 m.
- c) A marine facility is not a permitted accessory use.

On land zoned RS-3(H), the removal of the (H) shall be in accordance with the following:

- For Lot 6, 7 and 8, the developer has obtained clearance from the Ontario Ministry of Tourism, Culture and Sport indicating that the site is free of any artifacts of cultural significance; and
- The owner has entered into a site plan agreement with the City.

In all other respects, the provisions of Section 6, Shoreline Residential (RS) Zone shall apply.

#### 15.3.7 Open Space Exception Seven – Holding (OS-7(H)) Zone

Notwithstanding the permitted uses of the Open Space (OS) Zone to the contrary, on lands within the Open Space Exception Seven – Holding (OS-7(H)) Zone, the following shall apply:

Residential uses:

- Prohibited

Non-Residential uses:

- Drainage purposes

On land zoned OS-7(H), the removal of the (H) shall be in accordance with the following:

- The developer has fully complied with the requirements of the subdivision agreement respecting the stormwater management.

In all other respects, the provisions of Section 15, Open Space (OS) Zone shall apply.

#### 15.3.8 Open Space Exception Eight – Holding (OS-8(H)) Zone

Notwithstanding the permitted uses of the Open Space (OS) Zone to the contrary, on lands within the Open Space Exception Eight – Holding (OS-8(H)) Zone, the following shall apply:

Residential uses:

- Prohibited

Non-Residential uses:

- A cemetery

On land zoned OS-7(H), the removal of the (H) shall be in accordance with the following:

- The developer has obtained clearance from the Ministry of Tourism, Culture and Sport indicating that the site is free of any artifacts of cultural significance.

In all other respects, the provisions of Section 15, Open Space (OS) Zone shall apply.

- 1.03 **Schedule Amendment:** Schedule 'A' to By-law No. 93-30 of the Township of Ops is further amended to change the zone category from the "Agricultural (A) Zone" to the "Shoreline Residential Exception Two – Holding [RS-2(H)] Zone", "Shoreline Residential Exception Three – Holding [RS-3(H)] Zone", "Open Space Exception Seven – Holding [OS-7(H)] Zone", "Open Space Exception Eight – Holding [OS-8(H)] Zone", and "Hazard Land (HL) Zone", for the land referred to as 'RS-2(H)', 'RS-3(H)', 'OS-7(H)', 'OS-8(H)', and 'HL'.

D  
3/4

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

By-law read a first, second and third time, and finally passed, this \*\* day of 2017.

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

\_\_\_\_\_  
Judy Currins, City Clerk

D  
4/4

THE CORPORATION OF THE CITY OF

# KAWARTHA LAKES

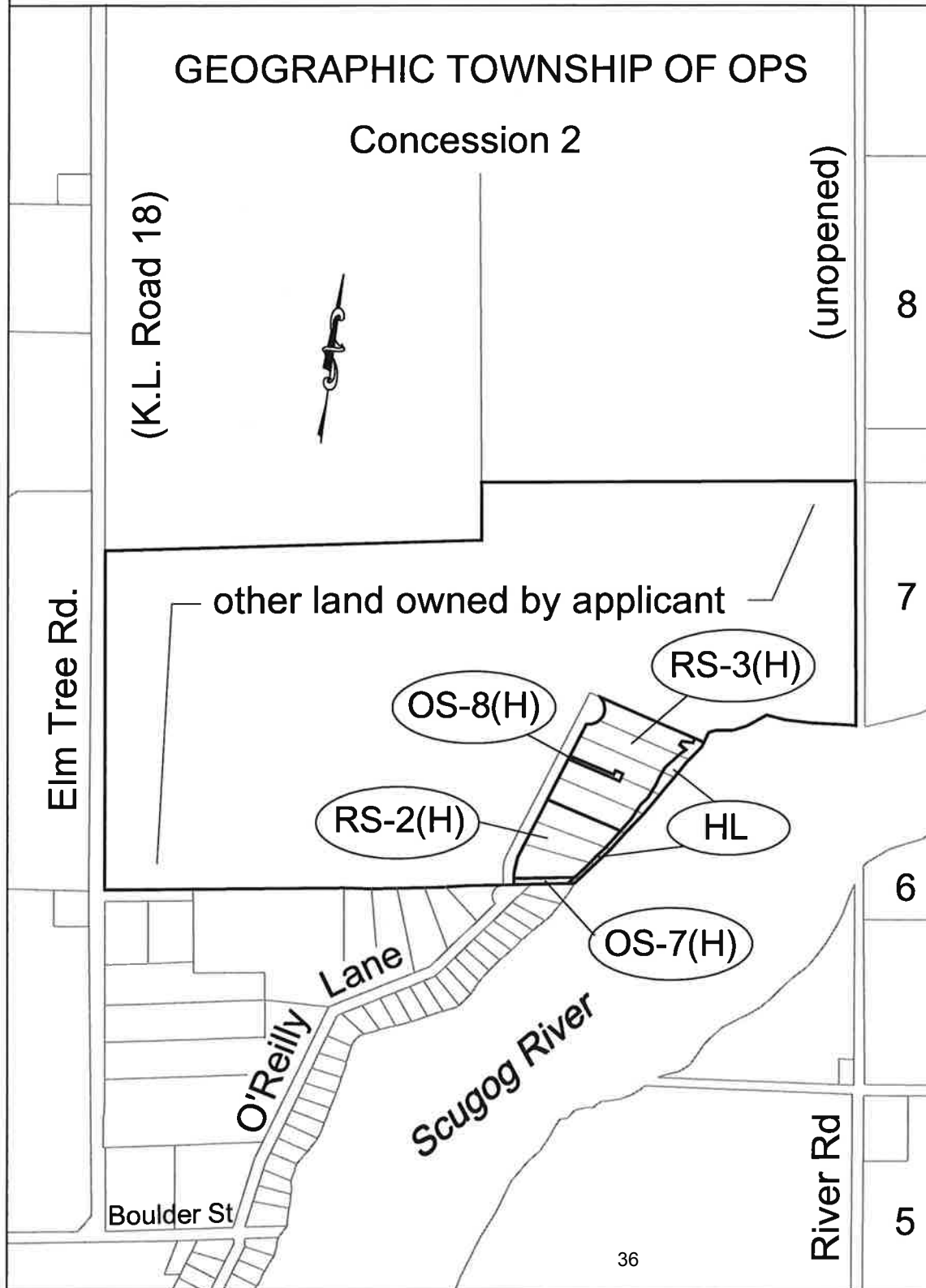
THIS IS SCHEDULE 'A' TO BY-LAW \_\_\_\_\_ PASSED

THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2017.

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

## GEOGRAPHIC TOWNSHIP OF OPS

### Concession 2





APPENDIX " E "

to

REPORT PLAN 2017-062

D01-16-006, D06-16-031

FILE NO. D05-16-004

1/10

## **CONDITIONS OF DRAFT PLAN APPROVAL - 2042825 Ontario Inc.**

### **GENERAL CONDITIONS**

1. This approval applies to the draft plan of subdivision 16T-16501 prepared by EcoVue Consulting Services Inc. Project No. 13-1366, Drawing No. P1, dated June 27, 2017, which shows a total of 8 single family lots, being Lots 1 to 8 inclusive, Block 9 for a grave site, Block 10 for drainage purposes, and Blocks 11 and 13 for 0.3 m. reserves.
2. All conditions shall be fulfilled and satisfied, and final approval shall be given or this draft plan approval shall lapse after three (3) years from the date the Notice of Decision is sent out with respect to this draft approval.
3. Prior to the signing of the final plan by the Director, a Subdivision Agreement shall be entered into and executed by the owner and the City to satisfy all financial, legal, and engineering matters, including the design, provision and installation of roads, services, on-street illumination, tree plantings, walkways, daylight triangles, road signs, traffic signals, stormwater management facilities and drainage works, and all recommendations contained in related technical reports approved by the City.
4. The Subdivision Agreement shall include the payment of all applicable development charges in accordance with applicable Development Charges By-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 allowance included in this draft plan shall be shown and dedicated as public highway.
7. The street shall be named to the satisfaction of the City.
8. Civic addressing shall be 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 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 owner shall agree in the Subdivision Agreement to submit to the City, prior to commencing the installation of services, a construction management plan to regulate the routing of construction traffic for all phases of the development through an access provided to the development from O'Reilly Lane. 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 such time that underground services are installed and operational, the roadway is constructed to base asphalt condition, and all "earthworks" identified in the Schedules to the Subdivision Agreement are completed.
11. The schedule to the Subdivision Agreement entitled "Special Warnings and Notices" shall incorporate a notice advising of the existence of the City's Noise By-law and warning that construction activities within the subdivision may be subject to regulation and/or restrictions thereunder.

## **ZONING**

12. 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.
13. An Ontario Land Surveyor shall certify that the proposed lot frontages and areas appearing on the final plan conform to the requirements of the Township of Ops Zoning By-law.

## **SITE PREPARATION**

14. The Owner shall comply with the City's pre-servicing policy for any site clearing, grubbing, cutting or filling, tree removal, or pre-servicing activity proposed prior to entering into the Subdivision Agreement.
15. The Owner shall provide a construction management plan for any proposed pre-servicing. In addition, the Owner shall agree in the Subdivision Agreement to submit to the City a construction management plan. The construction management plan shall outline the schedule for the development, any construction traffic routing for all phases of the development and shall confirm the contacts for all construction activities. Details of the required street cleaning and clearing activities and all installation, operation and maintenance, and monitoring of sediment and erosion controls shall be confirmed in the construction management plan. Access for all construction will be provided via O'Reilly Lane.

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

16. The owner shall convey to the City, at no cost, the land comprising the new public streets and 0.3 metre reserves, as shown on the draft plan, such land to be free and clear of all encumbrances. These lands shall be dedicated as public highways.
17. The Subdivision Agreement between the owner and the City shall provide that the owner agrees to design and construct, entirely at its expense, the roadways 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.

18. The Owner shall provide for the design and construction of road improvements required to existing streets, at no cost to the City. More specifically:

- a) the intersection and connection of the northern end of O'Reilly Lane and O'Reilly Lane Extension.

19. Any dead ends and open sides of road allowances created by this draft plan shall be terminated in 0.3 metre reserves to be conveyed to, and held in trust by, the City, specifically, the north side of O'Reilly Lane and the cul-de-sac at the North East end of O'Reilly Lane.

20. The Subdivision Agreement shall require the owner to provide an overall traffic lane marking and signage plan for all internal roadways to the City's satisfaction, including any external improvements adjacent to the proposed subdivision identified as being required or recommended in related technical reports approved by the City. The installation of pavement markings and signage, as well as any required modifications to existing pavement markings and signage, shall be at the owner's expense and responsibility.

21. The Owner shall provide a composite utility plan which will outline the proposed location of all of the utilities proposed within the subdivision and any external utility works required to facilitate the connectivity of the proposed subdivision to existing utilities. Each utility will provide approval of the same composite utility plan for submission with the plan.

22. The owner shall provide a comprehensive streetscaping plan showing all above-ground utilities, streetlights, street furniture, street tree planting, and/or boulevard landscaping.

## **SITE SERVICING**

23. The Subdivision Agreement shall provide for the installation of a storm collection system, and stormwater management system to the satisfaction of the City and all municipal by-laws and design criteria and furthermore, upon satisfactory final inspection, shall provide for the assumption of such systems by the City. The construction and conveyance of the municipal infrastructure shall be at the Owner's expense and responsibility.

24. The Owner agrees that all residential sanitary services shall drain by gravity and shall not use sump pumps and grinder pumps for drainage.

25. Prior to the signing of the final Plan by the Director, the owner shall obtain an Environmental Compliance Approval (ECA) from the Ministry of the Environment and Climate Change for the municipal sewer works in accordance with the Ontario Water Resources Act and the Environmental Protection Act. The Subdivision Agreement shall reference the applicable ECA numbers.

## **STORMWATER MANAGEMENT**

26. 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.

27. 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.
28. Prior to final approval and any grading taking place, the Owner shall submit a phosphorous assessment identifying pre-development loadings, anticipated post-development loadings, and opportunities for phosphorous reduction (e.g., best management practices for stormwater management) to the Kawartha Region Conservation Authority for review. This assessment should quantify best efforts in terms of striving to achieve no net increase from pre-development levels.
29. That, the Subdivision Agreement shall contain, among other matters, the following provision:
  - a) That, the Developer 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 Developer 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. The details of the sediment and erosion controls will be confirmed in the construction management plan and submitted to the City's Engineering and Corporate Assets Department.

## **CONVEYANCE OF LANDS FOR MUNICIPAL PURPOSES**

30. The street 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.
31. The owner shall convey Blocks 11 and 13 to the City free and clear of encumbrances for 0.3 m reserves.
32. The owner shall convey Block 10 to the City free and clear of encumbrances for drainage purposes.

## **PARKLAND**

33. The owner agrees that the City, pursuant to subsection 51.1(3) of the Planning Act, accepts payment in lieu of the 5% conveyance of parkland. For the purpose of determining the amount of any such payment, the value of the land shall be



determined by an accredited appraiser (CRA or AACI). The date of this appraisal shall be no later than the day before the date of the notice of decision to grant draft plan approval or the date of the most recent extension pursuant to subsection 51(33) of the Planning Act, to the approval of the draft plan of subdivision. The City is not required to accept the appraisal report and reserves the right to have the appraisal report peer reviewed and to negotiate the cash-in-lieu payment.

## **EASEMENTS AND AGENCY SPECIFIC CONDITIONS**

34. 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 Composite Utility and Streetscaping Plans submitted to the City's Engineering and Corporate Assets Department.
35. The Owner agrees in the Subdivision Agreement, prior to offering any Blocks, Lots, dwellings, commercial units for sale, to display a map in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post. In addition, the Owner agrees to have Schedule "A" the approved Engineering drawings of the Subdivision Agreement available for review by all potential homeowners.
36. 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.
37. The Owner will provide a suitable and safe temporary site for a Community Mail Box until final grading is completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the dwellings / units are occupied.
38. The Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
  - a) any culvert and granular access subject to municipal requirements; and
  - b) any required walkway across the boulevard, per municipal standards.
39. That such easements as may be required for utility and/or drainage purposes shall be granted to the appropriate authority.
40. That satisfactory arrangements, financial and otherwise, shall be made with Bell Canada for any Bell underground facilities serving the subdivision.
41. That the owner agrees in the Subdivision Agreement with the City to grant Bell Canada any easements that may be required for telecommunication purposes.
42. That if there are any conflicts with existing Bell Canada facilities or easements, the owner/developer shall be responsible for rearrangements or relocation.
43. 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.

44. 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).
45. 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.
46. 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.

## ENVIRONMENTAL CONDITIONS

47. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a detailed design submission of the proposed 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.
48. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a 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.
49. That, the Subdivision Agreement contain the following provisions:
  - a) That, the Owner agrees to carry out the recommendations of the approved Stormwater Management report and the approved Sediment and Erosion Control Plan.

*Note: The Agreement shall contain a reference to the plans and reports approved by the Kawartha Region Conservation Authority.*
  - b) That, the Developer 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 constriction 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.

## **SPECIAL CONDITIONS**

50. That subsequent to the execution of the Subdivision Agreement by the owner and prior to the signing of the final plan by the Director, the City Treasurer shall confirm in writing to the Director that all financial obligations and payments to the City, as set out in the Subdivision Agreement, in accordance with condition 3, have been satisfied including, but not limited to:
- a) all applicable Development Charge payments in accordance with the requirements of all applicable Development Charge By-laws,
  - b) all applicable Capital Charge payments in accordance with the requirements of all applicable Capital Charge By-laws,
  - c) all applicable Local Improvement payments in accordance with the requirements of all applicable Local Improvement By-laws,
  - d) all applicable fees payable in accordance with the requirements of all applicable municipal by-laws, including fee by-laws,
  - e) the form and amount of the securities that the owner is required to have posted to secure its obligations under the Subdivision Agreement, including the identification of any reduction in such securities that has already been incorporated into the Subdivision Agreement,
  - f) where there has been such a reduction in such securities, a Statutory Declaration submitted on behalf of the Owner confirming payment of all accounts for material, labour and equipment employed in the installation of the services on whose completion such reduction has been computed and applied, and
  - g) any financial obligations with which the owner's compliance has been deferred or from which the owner has been exempted pursuant to the terms of the Subdivision Agreement.

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

## **CLEARANCE CONDITIONS**

51. 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.
52. Prior to the signing of the final plan by the Director, the Development Services Division shall confirm that conditions 1 to 9 both inclusive, 11 to 13 both inclusive, and 39 have been satisfied.

53. Prior to the signing of the final plan by the Director, the Engineering and Corporate Assets Division shall confirm that conditions 3, 4, 10, 14 to 32 both inclusive, 34 and 35 have been satisfied.
54. 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 50 has been satisfied.
55. Prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the Kawartha Conservation Authority indicating how conditions 26 to 29 both inclusive and 47 to 49 both inclusive have been satisfied.
56. Prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the Community Services Division indicating how condition 33 has been satisfied.
57. 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 40 to 44 both inclusive have been satisfied.
58. 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 34 to 38 both inclusive have been satisfied.
59. 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 45 and 46 have been satisfied.

#### **NOTES TO DRAFT PLAN APPROVAL of 16T-16501 (D05-16-004)**

##### **1. Clearance Letters**

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

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

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

Bryan Robinson  
Director of Public Works Department  
City of Kawartha Lakes  
12 Peel Street  
Lindsay, ON K9V 3L8  
Tel: 705.324.9411 ext. 1143  
Fax: 705.328.3122

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

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

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

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

Hydro One Networks Inc.  
913 Crawford Drive,  
Peterborough, ON  
K9J 3X1

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

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

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

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

If a 0.3 m. reserve is required along the side of either an existing or proposed road allowance, the 0.3 m. reserve shall be placed inside the public road allowance – eg. the final public road allowance would be 23.3 m. and be

comprised of two (2) parts, the 23.0 m. wide road allowance and the 0.3 m. reserve. The latter would be deeded to the City in trust.

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

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

**4. Sewage Works**

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

**5. Water Works**

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

**6. Clearance of Conditions**

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

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

## **Planning Advisory Committee Report**

**Report Number PLAN2017-066**

---

**Date:** November 8, 2017

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

**Place:** Council Chambers

---

**Ward Community Identifier: 16**

**Subject:** Request by Donald Kerr for a Revision to Woodland Hills Community Inc. Subdivision Agreement, Bethany

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

---

### **Recommendations:**

**RESOLVED THAT** Report PLAN2017-066, respecting Part Lots 24 and 25, Concession 8, geographic Township of Manvers, “Woodland Hills Community Inc. – Application D05-31-015”, be received;

**THAT** the revision to the Subdivision Agreement as contained in Report PLAN2017-066, be approved and adopted by Council; and

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

**Department Head:**

---

**Legal/Other:**

---

**Chief Administrative Officer:**

---

## Background:

Since 1995, Donald Kerr has developed approximately 54 hamlets residential lots in the Woodland Hills subdivision in Bethany (see Appendix “A”). The remaining development potential within draft plan of subdivision 16T-88012 is for a further 35 residential lots.

Owner:	Woodland Hills Community Inc.
Applicant:	Donald Kerr
Legal Description:	Part of Lots 24 and 25, Concession 8, geographic Township of Manvers
Designation:	“Hamlet Settlement Area” in the City of Kawartha Lakes Official Plan and “Rural Settlement” in the City of Kawartha Lakes Oak Ridges Moraine Policy Area (VCOP No. 104)
Zone:	“Rural Residential Type Two Exception Ten (RR2-S10) Zone”, “Rural Residential Type Two Exception Thirteen (RR2-S13) Zone”, “Rural Residential Type Two Exception Fourteen (RR2-S14) Zone”, “Holding - General Commercial Exception 2 (C1-S2(H)) Zone”, and “Open Space (O1) Zone” on Schedule ‘C’ of the Township of Manvers Zoning By-law No. 87-06 and “Rural Residential Type One Exception Six (RR1-S6) Zone” on Schedule ‘B’ of the Oak Ridges Moraine Zoning By-law 2005-133
Lot Area:	Total area approximately 55 ha. [136 ac.]
Site Servicing:	Private wells, septic systems, and ditches.
Existing Uses:	Existing hamlet residential development on three subdivision phases with two additional phases to be registered
Adjacent Uses:	North: Vacant hamlet residential lands East: Vacant hamlet residential lands South: Hamlet residential uses West: Hamlet residential uses

## Rationale:

The first phase of development under subdivision plan 57M-736 was subject to subdivision agreement registered in 1995 (see Appendix “B”). Development within subdivision plan 57M-790 is subject to a subdivision agreement registered in 2000, which contains a fifteen (15) year sunset clause under Section 40.1 (see



Appendix “C”). In order to facilitate the registration of the remaining 35 residential lots within the plan of subdivision and to have them continue under the provisions, Mr. Kerr has requested on behalf of Woodland Hills Community Inc. that the sunset clause be removed from the subdivision agreement.

### **Applicable Provincial Policies:**

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

The lands are identified as being in a Settlement Area in the Growth Plan for the Greater Golden Horseshoe 2017 (Growth Plan). Section 2.2.2 Managing Growth policies states that population and employment growth will be accommodated by directing development to settlement areas, and encouraging cities and towns to develop as complete communities with a diverse mix of land uses, a range and mix of employment and housing types, high quality public open space and easy access to local stores and services. The proposal conforms to the Growth Plan by directing residential development to an existing settlement area.

#### **2014 Provincial Policy Statement:**

The 2014 PPS provides for Ontario’s long-term prosperity, environmental health and social well-being through wisely managing change and promoting efficient land use and development patterns. The proposal is consistent with the 2014 PPS by creating efficient land use and development patterns to support strong, liveable, healthy and resilient communities, protecting the environment and public health and safety, and facilitating economic growth.

#### **2017 Oak Ridges Moraine Conservation Plan:**

The proposal is located on lands designated as “Rural Settlement” under the “Countryside Area” policies. Since the approval predates both the 2002 and 2017 ORMCP, it can be implemented through existing approvals.

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

The proposal conforms to the City of Kawartha Lakes Official Plan policies for hamlet residential development. The proposed lots generally meet the minimum lot size and have sufficient area to accommodate private servicing.

#### **City of Kawartha Lakes Oak Ridges Moraine Policy Area:**

The proposal is located on lands designated as “Rural Settlement” under the City of Kawartha Lakes Oak Ridges Moraine Policy Area (VCOP No. 104). Since the approval predates these policies, it can be implemented through the existing draft plan approval.

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

The subsequent lots would continue to develop in accordance with the relevant zoning provisions contained either within the Township of Manvers Zoning By-law No. 87-06 or the Oak Ridges Moraine Zoning By-law 2005-133. No amendments to the zoning provisions are proposed through this process.

### **Source Water Protection:**

The subject lands are not identified within the Manorview or Woodfield Municipal Ground Water Systems.

### **Other Alternatives Considered:**

No other alternatives have been considered.

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

There are no financial considerations unless Council's decision to adopt or its refusal to adopt the requested amendment is appealed to the courts. In the event of an appeal, there would be costs.

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

The Council Adopted Strategic Plan identifies these Strategic Goals:

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

This application aligns with the vibrant and growing economy strategic goal as it provides residential opportunities in Bethany.

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

Any applicable accessibility matters will be addressed through the the Building Permit application processes, if required.

### **Servicing Comments:**

All servicing for the subdivision has been approved and the remaining lots can be privately serviced.

## **Consultations:**

City Solicitor

Director of Engineering and Corporate Assets

Heather Richardson, Staples & Swain Professional Corporation

## **Planning Comments:**

Although the applicant has effectively been working without an agreement since the agreement has lapsed, the City has continued to rely on this agreement LT0012714 for 57M-790 subject to resolving the lapsing issue. The purpose of the amendment would be to reinstate the present subdivision agreement for the remaining development contained in draft plan of subdivision 16T-88012, which is preferred by the applicant. Staff has no objections to removing the sunset clause and allowing the remaining phases of draft plan of subdivision 16T-88012 to continue in this manner. Staff would indicate that all lands contained within 16T-96501 will be subject to the City's new subdivision agreement template.

## **Conclusion:**

In consideration of the comments contained in this report, Staff respectfully recommends that the proposed amendment to the subdivision agreement for Woodland Hills Community Inc. 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 Richard Holy, Manager of Planning, (705) 324-9411 ext. 1246.

### **Appendix “A” – Location Map**



PLAN2017-066  
Appendix A.pdf

### **Appendix “B” – Subdivision Agreement LT10017 for 57M-736**



PLAN2017-066  
Appendix B.pdf

### **Appendix “C” – Subdivision Agreement LT0012714 for 57M-790**



PLAN2017-066  
Appendix C.pdf

### **Appendix “D” – Proposed Amendment to Subdivision Agreement LT0012714**



PLAN2017-066  
Appendix D.pdf

---

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

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

**Department File: D05-31-015**

APPENDIX

to

REPORT

FILE NO.

PLAN 2017-066

D05-31-015

Lot 24

Concession 9

Lot 25

Ski Hill Road

16T-96501

57M-736

57M-790

16T-88012

16T-96501

Dranoel Road

County of Peterborough

57M-773

'BETHANY'

Concession 7

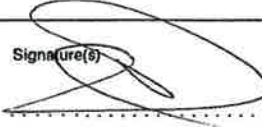
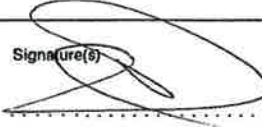
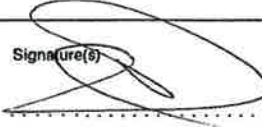
Highway 7A

Geographic Township of Manvers

# Document General

Form 4 — Land Registration Reform Act, 1984

APPENDIX B  
to D  
REPORT PLAW2012-066  
FILE NO. 105-31-015

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="text-align: center;"> <b>U10017</b>  <b>CERTIFICATE OF RECEIPT</b>  <b>SEP 28 1995 10:42 A.M.</b>  <b>VICTORIA</b>  <b>No. 57</b>  <b>LINDSAY</b>  <b>LAND REGISTRAR</b> </p> <p>New Property Identifiers</p> <p>Executions</p> <p>Additional: See Schedule <input type="checkbox"/></p>		<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 34 pages</p>																
		<p>(3) Property Identifier(s) Block Property</p>																
		<p>(4) Nature of Document <u>APPLICATION TO REGISTER NOTICE OF AN</u> <u>SUBDIVISION AGREEMENT</u></p>																
		<p>(5) Consideration</p> <p style="text-align: right;">Dollars \$</p>																
		<p>(6) Description</p> <p>Parcel Plan- 1 Section 57M-736 being the whole of Lots 1 through 27 inclusive and Blocks 28, 29 and 30, <u>PLAW 57M-736</u> in the Township of Manvers, in the County of Victoria</p>																
<p>(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>																		
<p>(8) This Document provides as follows:</p> <p><u>APPLICATION TO REGISTER NOTICE OF AN UNREGISTERED ESTATE, RIGHT INTEREST OR EQUITABLE</u> <u>SUBDIVISION AGREEMENT ATTACHED</u></p> <p style="text-align: right;">Continued on Schedule <input type="checkbox"/></p>																		
<p>(9) This Document relates to instrument number(s)</p>																		
<p>(10) Party(ies) (Set out Status or Interest)</p> <table style="width:100%;"> <tr> <td style="width:50%;">Name(s)</td> <td style="width:20%;">Signature(s)</td> <td style="width:30%;">Date of Signature Y M D</td> </tr> <tr> <td>WOODLAND HILLS COMMUNITY INC.</td> <td></td> <td>1995 09 25</td> </tr> <tr> <td>BY its solicitor,</td> <td></td> <td></td> </tr> <tr> <td>Donald W. Kerr</td> <td></td> <td></td> </tr> </table>				Name(s)	Signature(s)	Date of Signature Y M D	WOODLAND HILLS COMMUNITY INC.		1995 09 25	BY its solicitor,			Donald W. Kerr					
Name(s)	Signature(s)	Date of Signature Y M D																
WOODLAND HILLS COMMUNITY INC.		1995 09 25																
BY its solicitor,																		
Donald W. Kerr																		
<p>(11) Address for Service 3 Strathearn Road, Toronto, M6C 1R2</p>																		
<p>(12) Party(ies) (Set out Status or Interest)</p> <table style="width:100%;"> <tr> <td style="width:50%;">Name(s)</td> <td style="width:20%;">Signature(s)</td> <td style="width:30%;">Date of Signature Y M D</td> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>				Name(s)	Signature(s)	Date of Signature Y M D												
Name(s)	Signature(s)	Date of Signature Y M D																
<p>(13) Address for Service</p>																		
<p>(14) Municipal Address of Property</p> <p style="text-align: center;">not assigned</p>		<p>(15) Document Prepared by:</p> <p style="text-align: center;">DONALD W. KERR 3 STRATHEARN ROAD TORONTO, ONTARIO M6C 1R2</p>																
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p>		<p style="text-align: center;">Fees and Tax</p> <table style="width:100%;"> <tr> <td style="width:50%;">Registration Fee</td> <td style="width:50%;"></td> </tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr> <td>Total</td> <td></td> </tr> </table>		Registration Fee								Total						
		Registration Fee																
Total																		

The Land Titles Act

Application to Register Notice of An Unregistered Estate, Right, Interest or Equity under Section 74 of the Land Titles Act

To: The Land Registrar of the Land Titles Division of Victoria No. 57

The Corporation of the Township of Manvers has an unregistered estate, right, interest or equity in respect of the land designated as Parcel Plan -1 Section 57M 736 by way of a Subdivision Agreement dated 3rd of August, 1995 made between Woodland Hills Community Inc. and The Corporation of the Township of Manvers.

And hereby applies under Section 74 of the Land Titles Act for entry of a Notice of Agreement being the Subdivision Agreement hereinbefore referred to, in the register for the said parcel.

Dated the 28th day of September, 1995



Donald W. Kerr  
Solicitor for the Township of Manvers

the Address of the Applicant:  
P.O. Box 210  
Bethany, Ontario.

Land Titles Act

Affidavit in Support of An Application for Entry of Notice under Section 74 of the Act

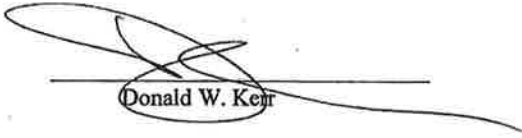
I, Donald W. Kerr of the City of Toronto, Make Oath and Say as Follows:

I am the Solicitor for the Corporation of the Township of Manvers, the applicant named in the attached application for entry of a Notice of Agreement under Section 74 of the Land Titles Act. The particulars of the Townships interest in the lands are as follows:

Subdivision Agreement dated 3rd day of August, 1995 made between Woodland Hills Community Inc. and the Corporation of the Township of Manvers and attached hereto.

Sworn Before me at the Town of Lindsay  
in the County of Victoria this 28th day  
of September 1995.

  
SENIOR DEPUTY LAND REGISTRAR  
LAND REGISTRY DIVISION VICTORIA (NO. 57)

  
Donald W. Kerr



4

CORPORATION OF THE TOWNSHIP OF MANVERS

SUBDIVISION AGREEMENT

INDEX

<u>SECTION NO.</u>	<u>TITLE</u>
1	Public Services
2	Plans and Specifications
3	Consulting Engineer
4	Drainage
5	Scheduling by the Municipality
6	Qualitative or Quantitative Tests
7	Notification of Commencement
8	Use of Works by Municipality
9	Default by Owner
10	Debris and Fill - Public Lands
11	Removal of Contaminated Materials
12	Abutting Streets
13	Street Clean-Up
14	Topsoil
15	Weeds
16	Winter Maintenance of Road
17	Final Assumption and Acceptance
18	Survey Monuments and Markers
19	Model Homes
20	Building Permits - Building Upon Lots
21	Soil Tests
22	Street & Traffic Control Signs & House Numbers
23	Taxes & Local Improvement Assessments
24	Insurance
25	Engineering Fees
26	Legal and Planning Fees
27	Levies
28	Security Deposits
29	Owner's Expense
30	Interest
31	Registration
32	Lands for Municipal Purposes
33	Notifying Purchaser of Services to be Installed
34	Lien or Other Claims
35	Lands to be Charged - Performance by the Owner
36	Mortgages
37	Owner's Liabilities
38	Licence to Enter
39	Dispute
40	Termination
41	Notice
42	Attachments
43	Special Provisions
	Schedules (Index)

THE CORPORATION OF THE TOWNSHIP OF MANVERS

SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate this 3rd day of August, A.D. 1995.

B E T W E E N :

**WOODLAND HILLS COMMUNITY INC.,**

Hereinafter called the "Owner"

OF THE FIRST PART

A N D

**THE CORPORATION OF THE TOWNSHIP  
OF MANVERS,**

Hereinafter called the "Municipality"

OF THE SECOND PART

A N D

**COEUR DE LION LIMITED and  
531961 ONTARIO LIMITED,**

Hereinafter called the "Mortgagee"(s)

OF THE THIRD PART

WHEREAS the Owner warrants that he is the registered owner of the lands included in the Plan of Subdivision, and affected by this Agreement and described in Schedule "A" to this Agreement.

AND WHEREAS the Owner warrants that he is the Owner of the lands described in Schedule "A" and further warrants that the Mortgagee(s) is the only Mortgagee(s) of the lands.

AND WHEREAS the Owner consents to the insertion of the Registered Plan Number in Schedule "A" attached hereto after the registration of the Plan.

AND WHEREAS the Owner is required by the Municipality to dedicate for public purposes certain portions of the lands.

AND WHEREAS the word Owner where used in the Agreement includes an individual and Association, a Partnership, or a Corporation and where the singular is used herein it shall be construed as including the plural.

AND WHEREAS the Owner has requested the Municipality to approve the said Plans, and to advise the Minister of Municipal Affairs of such approval, and the Owner in order to obtain such approval and pursuant to the conditions of the approval, imposed by the Minister, has agreed to enter into this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the approval of the Plan by the Municipality, the parties hereto covenant and agree as follows:

1. PUBLIC SERVICES

1.1 The Owner shall at his own expense, in the manner and within the time limited by this Agreement, design and construct the various public services as set forth in Schedule "B" to this Agreement and shown on the approved Engineering Drawings.

1.2 The parties hereto agree that for the purposes of this Agreement, the public services referred to in subsection 1.1 shall upon final acceptance, vest in the Municipality.

2. PLANS AND SPECIFICATIONS

All Services shall be constructed in accordance with the plans and specifications approved by the Municipal Engineer. Approval by the Municipal Engineer shall be deemed not to have been given where the plan of subdivision herein has not been registered and where the engineering design drawings and specifications therefore do not comply with all applicable laws. The engineered drawings and the specifications therefore referred to in Schedule "B" and any other design drawings and specifications approved by the Municipal Engineer may be amended from time to time. Any such amendment shall not be effective unless approved by the Municipal Engineer. All design drawings and specifications therefore and any other plans and drawings required by the terms of this agreement shall be prepared and submitted in accordance with the acceptable design criteria and standard detail drawings adopted by the Municipality and any elevations on any plans and specifications or any plans required pursuant to this agreement shall refer to and relate to the Geodetic Bench Mark as referred to therein.

3. CONSULTING ENGINEER

3.1 The Owner agrees to retain a Professional Engineer, who holds a certificate of authorization, as required by the Professional Engineers Act of the Province of Ontario, as the Consulting Engineer for the Owner to carry out all the necessary engineering, including design, contract administration, and resident supervision of the work required for the development of the Subdivision.

3.2 For resident supervision, the Consulting Engineer shall be represented continuously at the site during the performance of the work described under Schedule "D".

3.3 The Consulting Engineer for the Owner shall provide "as constructed" mylar reproducible drawings of the Engineering Drawings to the Municipality prior to final acceptance of the Subdivision.

3.4 The Consulting Engineer shall approve all lot site grading plans which are to accompany applications for building permits. The lot site grading plan will reflect the requirements of the approved lot grading plan. Following construction, the Consulting Engineer shall certify that the property has been graded in accordance with the approved site grading plan.

The cost of approving building site grading plans and the certification of lot grading will be borne by the Owner and/or builder.

4. DRAINAGE

4.1 All lots, blocks, and streets within the Plan of Subdivision and all lands of the Owner abutting the Plan shall be graded to drain in accordance with the overall grading plan and specifications as approved by the Municipal Engineer.

4.2 Until the roads laid out according to the said Plan have been expressly assumed by the Municipality as part of the Municipal road system, the Owner shall provide adequate drainage of the surface water from the area subdivided. The Owner shall lay out such roads and grade the same together with the lands surrounding the same in such a manner that no damage shall result by reason of the drainage therefrom to persons outside the Subdivision or to lands within the Subdivision.

4.3 If, as the Subdivision develops, it becomes apparent to the Municipality that further drainage works shall be necessary either upon the subject lands being developed or beyond the boundaries thereof, the Owner shall forthwith provide the same upon a receipt of a written notice from the Municipality. The necessity of such drainage work shall be in the sole discretion of the Municipal Engineer.

4.4 The Owner further agrees that the said drainage plans will indicate any known existing tile drainage system.

4.5 The Municipality shall not approve of the plan of subdivision for registration until such time as the developer has submitted to the Municipal Engineer and the Kawartha Region Conservation Authority for their approval a detailed report and drawings showing the means whereby stormwater management will be implemented and the means whereby erosion and siltation will be contained and minimized, both during and after the period of construction, which shall include the completion of all services as described in Schedule B and the housing construction. Furthermore, the developer hereby undertakes to provide site supervision by a qualified professional engineer to ensure compliance with the approved stormwater management report and drawings as approved by the Municipal Engineer and the Kawartha Region Conservation Authority. The developer hereby acknowledges that the Municipality may, at the developer's expense, carry out any inspection or work necessary to ensure that the stormwater management control measures are implemented if the Owner, in the sole opinion of the Municipal Engineer, fails to do so.

5. SCHEDULING BY THE MUNICIPALITY

5.1 Where, in the opinion of the Municipal Engineer, construction of services will benefit or serve land that is not included in the Subdivision, the Owner will observe such order of installation of the services as the Municipal Engineer may require from time to time.

5.2 The Owner is hereby notified that under the terms of this agreement the Owner may be required to upgrade certain existing services which are required to service the subdivision. These services, if required, are identified in Schedule "B".

6. QUALITATIVE OR QUANTITATIVE TESTS

6.1 The Municipal Engineer may have qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any services required by this Agreement, and the costs of such tests shall be paid by the Owner within ten (10) days of the account being rendered by the Municipality. The charges herein are in addition to the engineering fee referred to in Section 25.

7. NOTIFICATION OF COMMENCEMENT

The Owner shall not commence the construction of any of the services or works pertaining to the Subdivision until:

7.1 The engineering design drawings and specifications therefore and the Subdivision Agreement have been approved by the Municipal Engineer.

7.2 The engineering drawings, specifications and stormwater management plans have been approved by the Ministry of the Environment and Energy, the Ministry of Natural Resources, and the Kawartha Region Conservation Authority as required.

7.3 The Subdivision Agreement has been executed by the parties hereto and has been registered.

7.4 The Owner has provided 48 hours written notice to the Municipal Engineer. The Owner shall, after any cessation or interruption of construction, provide 48 hours written notice to the Municipal Engineer of his intent to recommence work.

7.5 A letter of credit or other financial security satisfactory to the Municipality as well as the liability insurance policy referred to in Section 24 of this agreement as being filed with the Clerk of the Municipality.

7.6 Notwithstanding anything contained in this Section 7 to the contrary, it is specifically acknowledged that the Owner had previously entered into a preservicing agreement which provided for the preservicing of the lands herein.

8. USE OF WORKS BY MUNICIPALITY

8.1 The Owner agrees that the Works may be used by the Municipality or other authorized persons for the purpose for which such works are designed. Such use shall not be deemed an acceptance of the works by the Municipality and shall not in any way relieve the Owner of his obligations in respect of the construction and maintenance of the Public Services so used.

8.2 The Owner shall co-ordinate his work with the installations of all other utilities. Without limiting the generality of the foregoing, such utilities may include Ontario Hydro, a local Utilities Commission if applicable, Consumers Gas, Bell Canada, and cable television.

9. DEFAULT BY OWNER

9.1 If, in the opinion of the Municipal Engineer, the Owner is not executing or causing to be executed any works required in connection with this Agreement within the specified time or in order that it may be completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this Agreement are being violated, or carelessly executed, or shall the Owner neglect or refuse to renew or again perform such work as may be rejected by the Municipal Engineer as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Municipal Engineer, make default in performance in the terms of this Agreement, then, in such case, the Municipal Engineer shall notify the Owner in writing of such default or neglect and if such default or neglect is not remedied within ten (10) clear days after such notice, then, in that case, the Municipal Engineer thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in his opinion shall be required for the proper completion of the said works at the cost and expense of the Owner. In cases of emergencies, such work may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Municipal Engineer, whose decision shall be final. It is understood and agreed that such costs shall include a management fee of fifteen per cent (15%) of the cost of the labour, equipment and materials. Any work done at the direction of the Municipal Engineer pursuant to the provisions of this clause shall not be an assumption by the Municipality of any liability in connection therewith nor a release of the Owner from any of his obligations under this Agreement.

10. DEBRIS AND FILL - PUBLIC LANDS

10.1 The Owner shall neither dump nor permit to be dumped, any fill or debris, on, nor to remove or permit to be removed any fill or existing materials from any public lands other than such dumping or removal involved in the actual construction of roads in or abutting the Subdivision without the written consent of the authority responsible for such lands. The Owner shall, on request, supply the Municipality with an acknowledgement from such authority of the Owner's compliance with the terms of this clause.

11. REMOVAL OF CONTAMINATED MATERIALS

11.1 If at any time during the construction of any of the roads on the Subdivision Plans, any of the granular material used in said construction, becomes contaminated, in the opinion of the Municipal Engineer then the Owner shall at the direction of the Municipal Engineer remove such contaminated granular material and replace the same with uncontaminated granular material.

12. ABUTTING STREETS

12.1 All streets abutting on the lands to be included in the new registered Plan and to be used for access during the construction of the houses or other buildings on the new Plan shall be kept in good and useable condition during the said construction, and if damaged, will be restored immediately. All trucks making delivery to or taking materials from the lands in the said new Plan shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish or debris on the said streets abutting. Debris or mud deposited on abutting streets by traffic from the Subdivision shall be removed immediately. If not removed after one (1) day's notice, the deposited material will be removed by Municipal forces at the Owner's expense.

12.2 In certain instances, as for example, where the Plan adjoins an existing road or where municipal services must be brought from some distance to the Plan or taken some distance to a suitable outfall, the schedules may include work outside of the Plan and this Agreement applies to work outside of the Plan which is included in the said schedules in the same manner as if that work had been left in the Plan.

13. STREET CLEAN-UP

13.1 The Owner shall at all times keep the streets and boulevards in the Plan of Subdivision clear and free of all materials and obstructions which might interfere with the installation of electric, telephone, gas or other utilities.

13.2 The Owner shall immediately remove all mud and debris from streets, easements and road allowances within the Plan of Subdivision when directed by the Municipal Engineer.

14. TOPSOIL

14.1 All topsoil removed from the lands, shown on Schedule "A" attached hereto, shall be stockpiled during grading operations and as each building is completed, be replaced to the same depth as existed prior to removal and in the event that the aforesaid depth was less than 4", topsoil shall be placed to a depth of no less than the said 4". The area to be covered shall include all surfaces not covered by buildings, driveways or pavements. Topsoil shall be removed off site only with the written approval of the Municipality. Furthermore, the Owner shall ensure that a sufficient supply of topsoil remains on site until all lots have been developed and properly landscaped.

14.2 All lots which are vacant after a period of two (2) year(s) from the date of the commencement of the maintenance period shall, in their rough graded state be graded to remove all fill, debris and boulders and topsoil applied to a depth of 150mm complete with seeding.

15. WEEDS

15.1 The Owner shall cut all noxious weeds, as required by the Weed Control Act, RSO 1990 c.W.5. In addition, the Owner shall cut all grass on a regular basis so that it does not exceed 6" in height. In addition, the Owner shall comply with the provisions of the Municipality's Property Standards By-law with respect to yard and property maintenance.

16. WINTER MAINTENANCE OF ROAD

16.1 If any dwellings become occupied adjacent to roads that have not been assumed by the Municipality, the Owner shall snowplow and sand such roads from such occupied dwelling to assumed Municipality or assumed Subdivision roads including alternate means of access where available. Such snowplowing and sanding shall be done from time to time in the same manner as the Municipality removes snow and ice from municipal streets and until such time as the roads are assumed. Should the Owner not snowplow and sand, when in the opinion of the Road Superintendent it is necessary, the Municipality will complete this work at the Owner's expense. Any snowplowing or sanding carried out by the Municipal force, whether or not the Owner is in default, shall be done entirely at the Owner's risk.

17. FINAL ASSUMPTION AND ACCEPTANCE

17.1 When the various public services referred to in Section 1 of this Agreement have been completed in accordance with the requirements of this Agreement to the satisfaction of the

Municipal Engineer, and the requirements as outlined in Section 28, Security Deposits, are fulfilled, a Certificate of Completion will be issued.

17.2 Certificates of Completion will be issued for each of the following components of the Public Services as they are completed for each phase of the subdivision:

(a) - all storm sewers, and stormwater management facilities, sanitary sewers, watermain, house connections and related appurtenances, if applicable.

- the roadway completed with granular base, concrete curb and gutter and base course asphalt, if applicable.

(b) - sidewalks, if applicable,

- the adjustment and completion of all underground service appurtenances between curbs, if applicable.

- the surface course asphalt, if applicable.

- cleaning all sewers if necessary.

- the erection of traffic, speed and street name signs, fencing and completion of buffer strips, boulevard sodding, grading and paving of driveway entrances, trees, planting, adjustment of all underground service appurtenances in the boulevards, lot grading, parks and other miscellaneous items that are requirements of this Agreement. As a condition precedent to receiving a certificate of completion from the Municipal Engineer, the Owner's Consulting Engineer shall be required to certify that the respective components of work have been completed in accordance with the engineering design drawings and specifications therefor.

(c) - the subdivider has rough graded his lots and removed all debris in a manner subject to the approval of the Municipal Engineer. The Municipal Engineer shall be satisfied that there is no danger of erosion or flooding of municipal roadways or adjacent lands and that all elements of the lot grading plans such as swales are in place. This shall include the replacement of topsoil and seeding as stated in Section 14.

17.3 The maintenance period for each component of construction shall commence with the issuance of a Certificate of Completion.

17.4 Certificates of Acceptance shall be issued by the Municipality accepting each phase of the subdivision thereby relieving the Owner of further responsibility for the phase. A Certificate of Acceptance for the work will be issued when:

(a) the guaranteed maintenance periods have expired.

(b) all conditions and requirements of the Agreement have been fulfilled.

(c) all defects or damages which occur to the work during the maintenance period have been corrected to the satisfaction of the Municipality.



(d) all outstanding fees, levies, and other financial commitments have been paid to the Municipality.

(e) upon receipt of a Statutory Declaration stating that all accounts related to the installation of the Public Services have been paid.

(f) the conditions of Section 3.2 have been fulfilled.

(g) the conditions of Section 17.2 have been fulfilled.

(h) the conditions of Section 34 have been fulfilled.

17.5 The Owner shall maintain all underground services referred to in Section 17.2 (a) for a minimum period of two (2) years from the date of issuance of the Certificate of Completion or until the base course asphalt has been placed on the roads, whichever occurs later.

17.6 The roadway with surface course asphalt completed and the associated work referred to in Section 17.4 (b) shall be guaranteed for a minimum of one (1) year after the completion of the surface course asphalt.

The Owner or the builder will be responsible for the concrete curb and gutter until such time as the expiration of the maintenance period for the surface course asphalt. The Municipality may, depending on the timing of house construction, require security from the Owner or builder on a per lot basis for the repair of curb and gutter damaged during house construction.

17.7 The Owner shall not place the final surface course asphalt on any roads until:

(a) One (1) year from the issuance of the Certificate of Completion for the base course asphalt and then only with the written approval of the Municipal Engineer.

(b) Deleted

(c) In any event, the Municipality may require the surface course asphalt to be installed within three (3) years after the issuance of the Certificate of Completion specified by Section 17.2(a).

(d) Notwithstanding anything herein contained to the contrary, the Municipality may require the Owner to fulfil all of the Owner's obligations as set forth herein three years from the date of this Agreement.

17.8 The Owner shall after a period of 24 months from this issuance of the Certificate of Completion for the roadway granular base, curb and gutter and base asphalt, complete the boulevards to the extent of grading, placing topsoil and sod, adjustment of all underground service appurtenances to boulevard grade and grading and paving of driveway approaches.

This work shall be done at this stage regardless of the number of homes completed within the subdivision.

Revised Aug. 10/95

17.9 The Owner shall erect at his own expense a sign at the entrance(s) to the subdivision depicting the lot and roadway configuration and detailing the approved land use zoning within the subdivision.

17.10 The Owner shall furnish and plant trees within the area of the boulevards in the amount and type as specified in Schedule "B".

18. SURFACE MONUMENTS AND MARKERS

18.1 Prior to acceptance of the Subdivision by the Municipality, the Owner shall supply a certificate by an Ontario Land Surveyor that, after the completion of the Subdivision work, he has found all standard iron bars as shown on the registered plans and survey monuments at all block corners, the ends of all curves, other than corner roundings and all points of change in direction of streets on the registered Plans.

19. MODEL HOMES

19.1 The Municipality agrees that it will issue the Owner permits for the erection of model homes on lots approved by the Municipal Engineer not exceeding 10% of the total lots of the Plan. No permits for model homes will be issued until the Plan and Agreement has been registered.

20. BUILDING PERMITS - BUILDING UPON LOTS

20.1 The Owner agrees that neither the Owner nor any builder within the subdivision will apply for or be entitled to receive any building permits until the public roads on which the buildings are to be constructed and the public road providing access to the building site have been constructed complete with all granular material required up to and including base course asphalt, and temporary street signs have been erected. The Municipality may issue building permits prior to completion of the base course asphalt specified in this Clause on authorization of the Municipal Engineer. The Owner agrees that the Municipality may withhold building permits until Certificates of Completion have been issued for the watermains, storm sewers and sanitary sewers, if applicable. Each building permit application shall be accompanied by a lot grading plan approved by the Owner's consulting engineer and reviewed by the Municipal Engineer.

20.2 By reason of circumstances pertaining to the lots listed in Schedule "E", action as therein indicated is required before building permits will be issued for those lots.

20.3 The Owner agrees that neither he nor any builder within the subdivision will be entitled to the provision of water or electrical service to any dwelling, except for testing purposes, until such time that written authorization has been received from the Municipal Chief Administrative Officer and the Municipal Engineer confirming that all requirements have been satisfactorily met. Occupancy of any dwelling will not be permitted until the above conditions are satisfied.

21. SOIL TESTS

21.1 When considered necessary by the Municipal Engineer the Owner shall have tests carried out by independent testing laboratories, approved by the Municipal Engineer to investigate and report on the stability of the soil and its ability to sustain superimposed loads from building and filling operations and to furnish free of cost to the Municipality certified

copies of the results thereof for examination by the Municipal Engineer.

22. STREET & TRAFFIC CONTROL SIGNS & HOUSE NUMBERS

22.1 The Owner shall erect temporary street name signs approved by the Municipal Engineer on all street intersections in the said Plan of Subdivision as soon as the construction of the buildings commences and shall maintain the same until such time as all grading of the roads and boulevards has been completed to the satisfaction of the Municipal Engineer and the permanent street name signs have been erected.

22.2 The Owner will obtain from the Municipal Office street numbers for each building within the Plan, and when a building is constructed the Owner will indicate the municipal number on the house by a proper sign, provided that the Municipality has established a system for assigning street numbers.

23. TAXES & LOCAL IMPROVEMENT ASSESSMENTS

23.1 The Owner shall pay all arrears of realty taxes outstanding against the subject property described in Schedule "A" hereto attached before the approval of the said Plan is obtained, and he shall pay the said realty taxes in full on the said lands according to the last revised assessment roll and until the lands are assessed and billed as registered Plan and are sold by the Owner.

23.2 The Owner shall commute and pay all local improvement charges assessed against land in the Plans including all such charges which would, if the Plans were not registered, be payable in future years.

24. INSURANCE

24.1 Before commencing the construction of any work, the Owner shall insure against all damages or claims for damage with an Insurance Company satisfactory to the Municipal Clerk. Such policy or policies shall be issued in the joint names of the Owner and the Municipality and shall remain in the custody of the Municipal Clerk during the life of this Agreement. The minimum limits of such policies shall be as follows:

(a) \$2,000,000.00 for loss or damage resulting from bodily injury to, or death of, any one person.

(b) \$2,000,000.00 for loss or damage resulting from bodily injury to, or death of, two or more persons arising out of the same accident, and

(c) \$2,000,000.00 for property damage.

24.2 The Policy shall be in effect for the period of the Contract including the period of guaranteed maintenance, and shall contain no exclusion for blasting. The issuance of such a policy of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which they may be held responsible. The Owner shall prove to the satisfaction of the Municipality from time to time as the Municipal Clerk may require, that all premiums of such policy or policies of insurance have been paid and that the insurance is in full force and effect.

## 25. ENGINEERING FEES

25.1 The Owner agrees to pay the Municipality the fees and related expenses (based on the Scale of Fees for Consulting Engineers as recommended by the Association of Professional Engineers of the Province of Ontario) required to provide the Engineering services required by the Municipality for processing the Subdivision Agreement, approval of Engineering Drawings, inspection of construction and acceptance of the Public Services. The builder agrees to pay the Municipality the fees and related expenses required to process the Building Permit in accordance with Section 19.1 of this Agreement. Fees shall be payable by the Owner and/or builder on receipt of progressive billings from the Municipality.

## 26. LEGAL FEES AND PLANNING FEES

26.1 The Owner shall pay to the Municipality all legal and planning fees connected with this Agreement. Fees shall be payable by the Owner on receipt of progressive billings from the Municipality.

## 27. LEVIES

27.1 The Owner shall pay all levies stipulated in Schedule "F" attached to this agreement upon signing the Agreement.

## 28. SECURITY DEPOSITS

28.1 The Owner shall deposit with the Municipality a Letter of Credit, or other financial security satisfactory to the Municipality in the amount of 110% of the estimated cost of the public services and other projects to be completed by the Owner, as set out in Schedule "D" attached. The Owner shall also deposit with the Municipality \$5,000.00 cash to be applied toward engineering, planning, legal and administration fees.

28.2 The Letter of Credit to be posted by the Owner shall be in the form attached hereto as Schedule "I".

28.3 Acceptable securities must remain in effect for the full duration of this Agreement.

28.4 Upon failure by the Owner to complete a specific part of the Work as requested by the Municipal Engineer and in the time requested, the Municipality by Resolution of Council, may at any time authorize the use of all or any part of the security, as referred to in Clause 28.1 of this Agreement, to pay the cost of any part of the work the Municipal Engineer may deem necessary, except to implement Sections 12 and 13 to clean up roads and streets, the Municipality may undertake such work at the expense of the Owner without a Resolution of Council. The cost of repairs made under Section 9 may also be recovered without a Resolution of Council.

28.5 If the Owner fails to complete the Work in the time or times as stipulated in Schedule "B" hereto, the Municipality by Resolution of Council may direct the Surety, if applicable, to complete the work.

28.6 The Municipality may as it sees fit from time to time reduce the amounts received as security, as referred to in Section 28.1, to an amount equal to 110% of the value of the uncompleted services plus 10% of the value of the completed services upon receipt of a statutory declaration that all accounts relative to the installation of the completed services have been paid

and certification by the Owner's consulting engineer that works have been completed in accordance with the approved plans and specifications.

29. OWNER'S EXPENSE

29.1 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 context otherwise requires.

29.2 Notwithstanding the generality of the foregoing, the Owner specifically covenants and agrees to reimburse the Municipality for all reasonable costs and expenses incurred by him with respect to the Subdivision more particularly described in Schedule "A" annexed hereto.

30. INTEREST

30.1 Interest shall be payable by the Owner to the Municipality on all sums of money payable herein, which are not paid on the due dates calculated from such due dates. The rate of interest payable shall be that rate of interest that is charged by the Municipal Bank on a loan to the Municipality. The due date of any sum of money shall be thirty (30) days after the date of the invoice.

31. REGISTRATION

31.1 The Owner consents to the registration of this Agreement by the Municipality and at the sole discretion of the Municipality upon the title of the said lands.

31.2 This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and its, his or her respective heirs, executors, administrators, successors and assigns.

31.3 In the event that the Plan is not registered within twelve (12) months from the date of the execution of this Agreement, the Municipality may at its option request the Minister to withdraw his approval of the Plan of Subdivision in which case the Municipality's obligations under this agreement will be at an end.

32. LANDS FOR MUNICIPAL PURPOSES

32.1 The Owner agrees to grant in fee simple at his expense and free of any encumbrances the lands necessary in connection with the installation of services and referred to in Schedule "C" and as designated in the final Engineering Drawings. The land and easements required, such as width and location, shall be subject to the approval of the Municipal Engineer. Construction of services on easements shall not commence until the form of conveyance of such land or the easements has been approved by the Municipal Solicitor and the lands or easements acquired by the Owner.

33. NOTIFYING PURCHASER OF SERVICES TO BE INSTALLED

33.1 The Owner agrees to notify or cause to be notified each and every purchaser of lands within the said subdivision of all the services provided for such purchaser and the cost of the same where said purchaser pays any share thereof, and the Owner shall cause such information to be fully recorded in any offer or Agreement to purchase the said lands entered into by any such purchaser.

#### 34. LIEN OR OTHER CLAIMS

34.1 Upon applying for final acceptance of the Subdivision the Owner shall supply the Municipality with a statutory declaration that all accounts for work and materials have been paid, except normal guarantee holdbacks, and that there are no claims or liens or otherwise in connection with such work done or materials supplied for or on behalf of the Owner in connection with the Subdivision.

#### 35. LANDS TO BE CHARGED -- PERFORMANCE BY THE OWNER

35.1 The Owner does hereby charge the land included in the Plan with the performance by the Owner of all work to be done by him pursuant to the terms hereof and agrees that this Agreement and all the terms, covenants and conditions herein contained, shall run with the land for the benefit of the land including highways and parks owned by the Municipality or to be assumed by the Municipality within or abutting the Plan and shall be binding upon the Owner, his successors and assigns.

#### 36. MORTGAGES

36.1 The Mortgagee to the extent of its interest in the lands described in Schedule "A", consents to this agreement and postpones its mortgage in favour of the said Agreement and agrees that the lands covered by its mortgage shall be bound by this Agreement in the event that the Mortgagee is required to enforce its mortgage.

#### 37. OWNER'S LIABILITIES

37.1 Until the Municipality has assumed the Public Services by By-law of Council, the Owner shall indemnify the Municipality against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Owner undertaking the Plan.

#### 38. LICENCE TO ENTER

38.1 The Owner agrees to retain a licence from any subsequent purchaser of lands in the Plan to enter upon such lands in order to comply with the provisions of this Agreement.

#### 39. DISPUTE

39.1 Whenever reference is made to the Municipal Engineer it is understood and agreed that in the event of a dispute between the Owner and the said Municipal Engineer the Owner shall have the right to appeal to the Council of the Municipality whose decision shall be final.

#### 40. TERMINATION

40.1 The terms, obligations and conditions of this Agreement shall remain in full force and effect for a period of three (3) years from the date of execution of this Agreement, and in the event that the Owner has not completed, or substantially completed to the satisfaction of the

Municipal Engineer, his obligations hereunder at that time, the Municipality may at its option terminate this Agreement by giving notice in writing to the Owner as provided for herein.

41. NOTICE

41.1 Any notice required to be given hereunder may be given by registered mail addressed to the other party at its principal place of business and shall be effective as of the date of deposit thereof in the Post Office.

41.2 The address of the parties for notice are as follows:

MUNICIPALITY THE CORPORATION OF THE TOWNSHIP  
OF MANVERS  
P. O. Box 210  
BETHANY, Ontario L0A 1A0

Attention: Ms. Peggy Whitteker, Clerk

Telephone No.: (705) 277-2321  
Fax No.: (705) 277-1580

OWNER WOODLAND HILLS COMMUNITY INC.  
c/o Donald W. Kerr  
Barrister and Solicitor  
3 Strathearn Road  
TORONTO, Ontario M6C 1R2

Telephone No.: (416) 781-7100  
Fax No.: (416) 781-5132

42. ATTACHMENTS

42.1 Schedules attached hereto, form part of this Agreement.

43. SPECIAL PROVISIONS

43.1 Subsequent to the assumption of the streets within the plan into the township road system, as a public highway, the Municipality shall require from each applicant for a building permit the sum of ONE THOUSAND, FIVE HUNDRED --- (\$1,500.00) --- dollars as a security deposit against damage to municipal property. The aforesaid sum of ONE THOUSAND, FIVE HUNDRED --- (\$1,500.00) --- dollars must be lodged with the Municipality as a condition precedent to obtaining a building permit. When all work pursuant to the permit has received final inspection and approval, provided that there has been no damage to public property during the course of construction, the security deposit shall be returned to the person who lodged same. In the event that damage has occurred to public property in the sole discretion of the Municipal Engineer, as much of the security deposit as is required to remedy the damage shall be retained

by the Municipality. In the event that a security deposit of ONE THOUSAND, FIVE HUNDRED --- (\$1,500.00) --- dollars is insufficient to repair the damage incurred during the course of construction, the applicant for the building permit shall be responsible for any sums in excess of ONE THOUSAND, FIVE HUNDRED --- (\$1,500.00) --- dollars.

43.2 To satisfy condition number 6 of the Minister's conditions of draft approval, the Owner covenants and agrees to deliver a transfer free and clear of all encumbrances to the Municipality for Block 30 on the plan described in Schedule "A". The Municipality acknowledges that receipt of title to the aforesaid Block 30 shall satisfy the Owner's parkland dedication for the entire subdivision which has received draft approval of which the lands described in Schedule "A" annexed hereto are only the first phase hereof.

43.3 To satisfy condition number 11 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees to implement the recommendations contained in a hydrogeological study prepared by Golder Associates Ltd. which recommendations are hereinafter set out.

**SUMMARY OF RECOMMENDATIONS FOR ON-SITE SEWAGE DISPOSAL AND FOR INDIVIDUAL GROUNDWATER SUPPLIES**

- The soil and groundwater conditions at the site are generally favourable for the design of conventional in-ground septic tile fields in most areas, however, due to relatively high groundwater levels in certain areas, in the western half of the property, partially or fully raised septic tile field or filter beds will be required in these areas of high groundwater.
- The actual percolation rate and groundwater levels, on an individual lot basis, should be determined by Golder Associates or the local Department of Health personnel, prior to construction of septic tile field or filter beds.
- All septic tank systems should be designed and constructed in accordance with the Ontario Ministry of the Environment Manual of Policy, Procedures and Guidelines for Private Sewage Disposal System (ISBN 0-7743-7303-2).
- Domestic water supply should be obtained from the deeper aquifers which are protected from excessive nitrate loading by the dilution from infiltration of precipitation and by the low permeability confining layer between the shallow aquifer and the deeper water supply aquifers.
- Recommended pumping rates for individual wells should not exceed about 23 L/min. These rates should allow for adequate supplies of water for individual lots without concern for significant interference with other on-site wells completed in the same aquifer including existing off-site wells completed at similar depths.
- Any wells drilled as part of the subdivision should be constructed in accordance with the Ontario Regulations 612/84 and 374/81 of the Ontario Water Resources Act and the Environmental Protection Act, respectively. Wells should be cased and grouted to a minimum depth of 6 m below ground surface. This is to prevent access of surficial or near surface potentially contaminated water from services such as septic tile fields, road deicing or dust control salts, agricultural chemicals and the like reaching the aquifer via the well bore annular space.



- Each new well drilled at this site should be pump tested to confirm the adequacy of the supply for domestic requirements.
- Each water well drilled at this site should be sampled and analyzed for bacteriological and chemical quality parameters to confirm that the water available meets the Ontario Drinking Water Objectives, with particular emphasis on quantifying the methane content of the water.
- Although sodium levels do not exceed the Canadian Drinking Water Standards of 270 mg/L for the two test wells completed in the deeper aquifer, the sodium levels do exceed the recommended health limit of 20 mg/L for persons on sodium restricted diets. The local Department of Health must be notified that this condition exists for these two wells and potentially for additional wells completed in this aquifer.
- Natural gas (probably methane) was observed to be present in Test Wells No. 1 and No. 3 in concentrations in excess of the ODWO of 3 L/m<sup>3</sup>. Any new wells drilled should be tested for methane gas and where the concentration exceeds 3 L/m<sup>3</sup>, special measures must be incorporated in the pumping and distribution system. Such measures may include down-hole gas separators, pressure tank venting or in-ground storage and aeration. We further recommend that the actual design and installation of these types of specialized systems be conducted by experience, qualified pump installers and/or well drilling contractors.
- The bacteriological water quality is acceptable for domestic purposes. However, the pumping and piping system should be thoroughly disinfected prior to use or consumption of the water.

43.4 To satisfy condition number 12 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees to provide a fully executed copy of the subdivision agreement between the said Owner and the Municipality containing provisions with the recommendations of the hydrogeologist's report, as approved by the Ministry of the Environment & Energy to the Ministry of the Environment & Energy.

43.5 To satisfy condition number 13 of the Minister's Conditions of Draft Approval, the Owner agrees, before commencing any grading or construction on any lot, to submit a detailed report, drawings, and site plans, for review and approval by the Kawartha Region Conservation Authority and the Ministry of Natural Resources showing site grading, all proposed surface drainage works, a description of the means whereby the calculated storm water drainage will be accommodated, and the means whereby soil erosion, sedimentation and the direct discharge of storm water flow into the Fleetwood Creek tributary will be controlled and minimized both during and after the construction. The report shall detail pre and post development flow rates and the methods to be used to convey the storm water away from the site without appreciably increasing downstream flows.

43.6 To satisfy condition number 14 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees to implement the drainage and erosion control measures set out in the report, drawings and site plans mentioned in Section 43.5 above.

43.7 To satisfy condition number 15 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees, prior to any grading or construction, to erect and maintain a snow fence with geotextile fabric along the hazard land boundary of Lots 15 through 27 inclusive. This barrier shall remain in place until all grading, construction, and landscaping on the site is completed. The fencing will help to prevent the unauthorized dumping of fill or the alteration of vegetation in the hazard land areas.

43.8 To satisfy condition number 16 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees that no damming, dredging, or other alterations will be carried out on the Fleetwood Creek tributary, without prior written authorization from the Ministry of Natural Resources.

43.9 To satisfy condition number 17 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees that development will not occur within the Regulatory Flood Plan as shown by the cross-hatched area on the draft plan of subdivision as revised to March 11, 1990, on file with the Township of Manvers, without the express written consent of the Kawartha Region Conservation Authority.

43.10 To satisfy condition number 18 of the Minister's Conditions of Draft Approval, the Owner acknowledges that:-

- (a) drilled wells must be provided on all lots in the subdivision,
- (b) all areas where tile beds will be constructed be stripped, graded, and compacted where applicable to insure adequate support for the tile bed. Grading to provide adequate surface drainage and imported material is to be approved by the Owner's Engineer,
- (c) submission to the Haliburton, Kawartha, Pine Ridge District Health Unit of designs for sewage disposal systems is necessary before building permits are issued, and
- (d) Class 6 sewage disposal systems are to be located in the front or side yard for Lots 1 through 14 and in the rear yard of Lot 16. For Lots 15 and 17 through 27 both inclusive, conventional Class 4 systems shall be located in the rear as per approved lot grading plan drawing No. 687-C1 by Hoddenbagh, Horton and Associates Ltd. Furthermore, in the event that the Owner wishes to install a Class 4 system (filter beds) rather than a Class 6 system, it is understood that the Haliburton, Kawartha, Pine Ridge District Health Unit will assess each request individually.

43.11 To satisfy condition number 25 of the Minister's Conditions of Draft Approval, the Owner acknowledges that prior to final registration of the plan of subdivision, and prior to any on-site grading or construction, the Ministry of Natural Resources must have reviewed and approve reports describing:-

- (a) the intended means of conveying stormwater flow from the site, including use of stormwater management techniques which are appropriate and in accordance with provincial "Urban Drainage and Design Guidelines", April 1987;
- (b) the anticipated impact of the development on water quality, as it relates to fish and wildlife habitat once adequate protective measures have been taken;

- (c) the means whereby erosion and sedimentation and their effects will be minimized on the site during and after construction. These means should be in accordance with the provincial "Guidelines on Erosion and Sediment Control for Urban Construction;

NOTE: Temporary ponds for sediment control should be capable of accommodating 125 cubic metres/hectare of contributing drainage area for a period of not less than 12 hours or removing particles sizes down to 40 microns.

- (d) site soil conditions, including grain size distribution profiles; and  
(e) site grading plans.

43.12 To satisfy condition number 26 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees, prior to any grading or construction on the site, to erect a snow fence barrier with geotextile fabric around the perimeter of the hazard land boundary of Lots 15 through 27 both inclusive. No disposal of fill or disturbance of vegetation shall occur beyond this point during the entire construction period.

43.13 To satisfy condition number 27 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees:-

- (a) to implement the works referred in conditions no. 25 and 26,  
(b) to erect and maintain snow fencing as required by condition no. 26,  
(c) to maintain all storm water management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to the Ministry of Natural Resources.  
(d) refrain from damming, dredging or making other alterations to the Fleetwood Creek tributary without prior written authorization from the Ministry of Natural Resources as required by the Lakes and Rivers Improvement Act, and  
(e) to notify the Ministry of Natural Resources, Lindsay District Office, at least forty-eight (48) hours prior to the initiation of any on-site development.

43.14 The Owner covenants and agrees to notify purchasers of lots within the plan that any foundation drains, sump pumps or other form of water release shall not be discharged directly to any roadside ditch or drainage easement or within 9 meters of the road allowance boundary. From the discharge point to the ditch, the flow shall be dispersed on the surface in a broad shallow swale. Discharge points and swales shall be illustrated on the lot grading plan required under Paragraph 20.1 hereof.

This Agreement shall be read with such changes of gender and number as the context may require.

76

## SCHEDULES TO BE INCORPORATED

as part of the

SUBDIVISION AGREEMENT

SCHEDULE "A" Legal description of lands to be subdivided

SCHEDULE "B" Public Services to be Installed

1. A list and description of the Public Services to be installed.
2. General Plans of Services.
3. Reference to Specifications and Requirements.

SCHEDULE "C" Lands to be Conveyed and Easements

1. Description of the 5% lands to be conveyed. (If cash in lieu of - details in Schedule "F").
2. Other lands to be conveyed such as blocks, etc. if any.
3. 1' reserves with description and/or plan.
4. Utility easements including Bell Telephone, Hydro, Gas and Cable T.V.
5. Drainage and Servicing easements - "R" Plan and/or description.
6. Walkway easements.

SCHEDULE "D" Estimated Cost of Works

1. Estimated construction costs including landscaping, street lighting, engineering fees, etc.
2. Schedule of construction.

SCHEDULE "E" Lot and Block Restrictions

1. A list of lots unsuitable for building.
2. A list of lots with grade and/or siting restrictions.

3. Supplementary building permit requirements, etc.

4. Lots or Blocks requiring a site plan agreement prior to issuing Building Permits.

SCHEDULE "F" Payments to the Municipality by the Owner

1. 5% cash in lieu
2. Security Deposit requirements
3. Lot Levies
4. Fees - Engineering, Legal, Others
5. Hydro and other Utilities
6. Other Payments

SCHEDULE "G" Land Use and Phasing

1. Land Use - Zoning restrictions
2. Phasing Stipulations
3. Architectural Controls or requirements

SCHEDULE "H" Municipality's participation in financing, if any

SCHEDULE "I" Form of Letter of Credit

SCHEDULE "A"

Legal description of lands to be subdivided.

Parcel Plan -1

Section 57M-

being the whole of Parcel Plan -1 according to Registered Plan No. 57M-

SCHEDULE "B"

## Public Services to be Installed.

All roads and services to be constructed or installed within the lands to be subdivided as described in Schedule "A" shall be so constructed or installed in accordance with the Municipality's requirements, being their Standard Road Cross-Section, and the Ontario Provincial Standard Specifications and Standard Drawings (OPSS & OPSD), latest editions, or approved equivalents.

Without limiting the meaning or intent of the foregoing, the following road geometrics shall apply:

1. Road Allowance width - minimum 20 metres
2. Surface width - 6.5 metres
3. Shoulder width (incl. rounding) - 1.80 metres
4. Surface Type - Hot Mix Asphalt, 2 lifts -  
surface course - HL-3, 40 mm minimum  
base course - HL-8, 40 mm minimum
5. Granular Depths - Granular 'B' or 'C' minimum 300 mm  
Granular 'A' minimum 150 mm
6. Pipe Culverts - Entrances: Minimum 450 mm dia.  
and 8 m length, C.S.P.  
- Road Crossing: Minimum 600 mm dia.  
C.S.P.

Notwithstanding the above, where, in the opinion of the Corporation's Engineer it is advisable to do so, the standard cross-section may be varied.

All roadways within the subdivision shall be serviced with a hydro distribution system in accordance with Ontario Hydro specifications and the approval of the Municipality. A street lighting system shall be installed in accordance with Ontario Hydro specifications and the approval of the Municipality. As a minimum, street lighting should consist of 100 watt high pressure sodium luminaires on approved poles at a 60 metre spacing.

The Owner shall install all street and traffic control signs in the subdivision in accordance with Municipal specifications.

In addition to the work required within the Plan of Subdivision, the Owner shall construct the following services outside the plan:

- i) Installation of culvert under CP Rail railbed embankment as per Drawing Nos. 687-CU-1 and 687-CU-2 by Hoddenbagh, Horton and Associates Limited.

All of the foregoing to be constructed and installed in accordance with the detailed design plans for the work as prepared by the Owner, approved by the Municipality and its Engineer, and on file with the Clerk of the Municipality.



SCHEDULE "C"

## Lands to be Conveyed and Easements

1. The Owner covenants and agrees to deliver title free and clear of all encumbrances to the Municipality to Block 30 on Plan 57M-
2. The Owner covenants and agrees to deliver the .3 meter reserves, being Block 28 and Block 29, to the Corporation of the County of Victoria, free and clear of all encumbrances.
3. The Owner covenants and agrees to deliver the following easements to the Corporation of the Township of Manvers free and clear of all encumbrances.
  - (a) an easement six (6) meters wide along the northern limit of Lots 1 through 13 both inclusive,
  - (b) an easement six (6) meters wide along the westerly limit of Lot 18;
  - (c) an easement six (6) meters wide along the western limit of Lot 26;
  - (d) an easement six (6) meters wide along the southwestern limit of Lot 15.

SCHEDULE "D"

Estimated Cost of Works

(To be Provided By Municipal Engineer)

SCHEDULE "E"

## Lot and Block Restrictions

Note: See Section 43 of this agreement for special provisions.

SCHEDULE "F"

## Payments to the Municipality by the Owner

1. The Owner shall pay to the Municipality all applicable development charges at the time that an application for building permit is filed. The development charge shall be paid on a lot by lot basis at the time that an application for a building permit is submitted to the Municipality.
2. Upon the roads within the plan being assumed into the Township Road System as a public highway, the applicant for a building permit shall file a security deposit in the amount of ONE THOUSAND, FIVE HUNDRED --- (\$1,500.00) --- dollars with the Municipality as a condition precedent to obtaining said permit.

SCHEDULE "G"

## Land Use and Phasing

The within plan shall be developed as one phase. The land use shall be for public service/residential purposes.

SCHEDULE "I"

## Form of Letter of Credit

TO: The Corporation of the

We hereby authorize you to draw on , for account of our customer, up to an aggregate amount of (\$) available by drafts at sight as follows:

Pursuant to the request of our customer, the said , we the hereby establish and give to you this unconditional irrevocable Letter of Credit in your favour in the total amount of (\$) which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer.

Provided, however, that you are to deliver to the , at such time as a written demand for payment is made upon us a certificate signed by your Clerk or Deputy Clerk agreeing and/or confirming that monies drawn pursuant to this Letter of Credit are to be used to perform any outstanding obligations of our said customer to you or to ensure that any outstanding obligations of our said customer to you are performed.

The amount of this Letter of Credit shall be reduced from time to time as advised by notice in writing given to us by you from time to time.

This Letter of Credit will continue up to and will expire at the close of business on that date and you may call for payment of the full amount outstanding under this Letter of Credit at any time prior to the close of business on that date should this Letter of Credit not be renewed.

We agree to advise you thirty (30) days before as to whether this Letter of Credit has been or will be renewed by us and if we fail to do so then this Letter of Credit shall be deemed to be automatically renewed for a further year and so on from year to year thereafter.

Partial Drawings hereunder are permitted.

Drafts must be drawn and negotiated not later than close of business on the expiry date or renewed expiry date hereunder as the case may be.

The Drafts drawn under this Letter of Credit are to be endorsed herein and shall state on their face that they are drawn under the , Letter of Credit No. , dated .

For:





Province  
of  
Ontario

# Document General

Form 4 — Land Registration Reform Act, 1984

*Marched  
copy*

*PHASR*

**D**

*C*

FOR OFFICE USE ONLY

L70012714

CERTIFICATE OF RECEIPT  
VICTORIA (57) LINDSAY

\*00 DEC 21 PM 2 36

*L. W. Kerr*  
Acting Land Registrar

New Property Identifiers

Additional:  
See  
Schedule ☐

scutlons

Additional:  
See  
Schedule ☐

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 32 pages
(3) Property Identifier(s)		Block Property to Additional: See Schedule <input type="checkbox"/>
(4) Nature of Document Application to Register Notice of an unregistered estate, right, interest or equity.		
(5) Consideration		FILE NO. 105-31-015
(6) Description Parcel 24-1, Section 9-Conc.8-Manvers being part of Lot 24, Concession 8, designated as Parts 3 and 4, Plan 9R-2719, Township of Manvers, County of Victoria		
(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

(8) This Document provides as follows:

Application to Register Notice of an unregistered estate, right, interest or equity.  
Subdivision Agreement attached.

Continued on Schedule ☒

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

WOODLAND HILLS COMMUNITY INC.

by its solicitor,

Donald W. Kerr

Signature(s)

Date of Signature

Y M D  
2000 12 20

(11) Address for Service

3 Strathearn Road, Toronto, M6C 1R2

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y M D

(13) Address for Service

(14) Municipal Address of Property

not assigned

(15) Document Prepared by:

DONALD W. KERR  
3 STRATHEARN ROAD  
TORONTO, ONTARIO  
M6C 1R2

Fees and Tax

Registration Fee

Total



2

The Land Titles Act

Application to Register Notice of an unregistered right, interest or equity under Section 74 of the Land Titles Act.

To: The Land Registrar of the Land Titles Division of Victoria No. 57

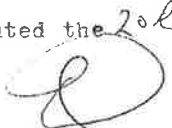
The Corporation of the Township of Manvers has an unregistered estate, right, interest or equity in respect of the land designated as

Parcel 24-1, Section 9-Conc.8-Manvers, being part of  
Lot 24, Concession 8, designated as Parts 3 and 4,  
Plan 9R-2719, Township of Manvers, County of Victoria

by way of a Subdivision Agreement dated October 10, 2000 made between Woodland Hills Community Inc. and The Corporation of the Township of Manvers.

And hereby applies under Section 74 of the Land Titles Act for entry of a Notice of Agreement being the Subdivision Agreement hereinbefore referred to, in the Register for the said Parcel.

Dated the 20<sup>th</sup> day of December, 2000.

  
\_\_\_\_\_  
Donald W. Kerr

Solicitor for the Township of Manvers

the Address of the Applicant

P.O. Box 210,

Bethany, Ontario

Land Titles Act

Affidavit in Support of An Application for Entry of Notice under Section 74 of the Act.


I Donald W. Kerr, of the City of Toronto, Make Oath and Say as Follows:

I am the Solicitor for the Corporation of the Township of Manvers, the applicant named in the attached application for entry of a Notice of Agreement Under Section 74 of the Land Titles Act.  
The particulars of the Township's interest in the land are as follows:

Subdivision Agreement dated the 10th day of October, 2000 made  
between Woodland Hills Community Inc. and The Corporation of  
the Township of Manvers and attached hereto.

Sworn before me at the City of  
Toronto, this 20th day of  
December, 2000

  
A Commissioner etc.

  
\_\_\_\_\_  
Donald W. Kerr

MARY LOUISE KERR, a Commissioner, etc.,  
Municipality of Metropolitan Toronto, for  
Donald W. Kerr, Barrister and Solicitor.  
Expires January 9, 2001.

CORPORATION OF THE TOWNSHIP OF MANVERSSUBDIVISION AGREEMENTINDEX

<u>SECTION NO.</u>	<u>TITLE</u>
1	Public Services
2	Plans and Specifications
3	Consulting Engineer
4	Drainage
5	Scheduling by the Municipality
6	Qualitative or Quantitative Tests
7	Notification of Commencement
8	Use of Works by Municipality
9	Default by Owner
10	Debris and Fill - Public Lands
11	Removal of Contaminated Materials
12	Abutting Streets
13	Street Clean-Up
14	Topsoil
15	Weeds
16	Winter Maintenance of Road
17	Final Assumption and Acceptance
18	Survey Monuments and Markers
19	Model Homes
20	Building Permits - Building Upon Lots
21	Soil Tests
22	Street & Traffic Control Signs & House Numbers
23	Taxes & Local Improvement Assessments
24	Insurance
25	Engineering Fees
26	Legal and Planning Fees
27	Levies
28	Security Deposits
29	Owner's Expense
30	Interest
31	Registration
32	Lands for Municipal Purposes
33	Notifying Purchaser of Services to be Installed
34	Lien or Other Claims
35	Lands to be Charged - Performance by the Owner
36	Mortgages
37	Owner's Liabilities
38	Licence to Enter
39	Dispute
40	Termination
41	Notice
42	Attachments
43	Special Provisions Schedules (Index)

4

THE CORPORATION OF THE TOWNSHIP OF MANVERS

SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate this 10th day of October, A.D. 2000.

B E T W E E N :

**WOODLAND HILLS COMMUNITY INC. and  
WATERSMEET CORPORATION,**

Hereinafter called the "Owner"

OF THE FIRST PART

A N D

**THE CORPORATION OF THE TOWNSHIP  
OF MANVERS,**

Hereinafter called the "Municipality"

OF THE SECOND PART

A N D

**COEUR DE LION LIMITED,  
531961 ONTARIO LIMITED and  
METARCHON SYSTEMS LTD.,**

Hereinafter called the "Mortgagee"(s)

OF THE THIRD PART

WHEREAS the Owner warrants that he is the registered owner of the lands included in the Plan of Subdivision, and affected by this Agreement and described in Schedule "A" to this Agreement.

AND WHEREAS the Owner warrants that he is the Owner of the lands described in Schedule "A" and further warrants that the Mortgagee(s) is the only Mortgagee(s) of the lands.

AND WHEREAS the Owner consents to the insertion of the Registered Plan Number in Schedule "A" attached hereto after the registration of the Plan.

AND WHEREAS the Owner is required by the Municipality to dedicate for public purposes certain portions of the lands.

AND WHEREAS the word Owner where used in the Agreement includes an individual and Association, a Partnership, or a Corporation and where the singular is used herein it shall be construed as including the plural.

AND WHEREAS the Owner has requested the Municipality to approve the said Plans, and to advise the Minister of Municipal Affairs of such approval, and the Owner in order to obtain such approval and pursuant to the conditions of the approval, imposed by the Minister, has agreed to enter into this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the approval of the Plan by the Municipality, the parties hereto covenant and agree as follows:

1. PUBLIC SERVICES

1.1 The Owner shall at his own expense, in the manner and within the time limited by this Agreement, design and construct the various public services as set forth in Schedule "B" to this Agreement and shown on the approved Engineering Drawings.

1.2 The parties hereto agree that for the purposes of this Agreement, the public services referred to in subsection 1.1 shall upon final acceptance, vest in the Municipality.

2. PLANS AND SPECIFICATIONS

All Services shall be constructed in accordance with the plans and specifications approved by the Municipal Engineer. Approval by the Municipal Engineer shall be deemed not to have been given where the plan of subdivision herein has not been registered and where the engineering design drawings and specifications therefore do not comply with all applicable laws. The engineered drawings and the specifications therefore referred to in Schedule "B" and any other design drawings and specifications approved by the Municipal Engineer may be amended from time to time. Any such amendment shall not be effective unless approved by the Municipal Engineer. All design drawings and specifications therefore and any other plans and drawings required by the terms of this agreement shall be prepared and submitted in accordance with the acceptable design criteria and standard detail drawings adopted by the Municipality and any elevations on any plans and specifications or any plans required pursuant to this agreement shall refer to and relate to the Geodetic Bench Mark as referred to therein.

3. CONSULTING ENGINEER

3.1 The Owner agrees to retain a Professional Engineer, who holds a certificate of authorization, as required by the Professional Engineers Act of the Province of Ontario, as the Consulting Engineer for the Owner to carry out all the necessary engineering, including design, contract administration, and resident supervision of the work required for the development of the Subdivision.

3.2 For resident supervision, the Consulting Engineer shall be represented continuously at the site during the performance of the work described under Schedule "D".

3.3 The Consulting Engineer for the Owner shall provide "as constructed" mylar reproducible drawings of the Engineering Drawings to the Municipality prior to final acceptance of the Subdivision.

3.4 The Consulting Engineer shall approve all lot site grading plans which are to accompany applications for building permits. The lot site grading plan will reflect the requirements of the approved lot grading plan. Following construction, the Consulting Engineer shall certify that the property has been graded in accordance with the approved site grading plan.

The cost of approving building site grading plans and the certification of lot grading will be borne by the Owner and/or builder.

#### 4. DRAINAGE

4.1 All lots, blocks, and streets within the Plan of Subdivision and all lands of the Owner abutting the Plan shall be graded to drain in accordance with the overall grading plan and specifications as approved by the Municipal Engineer.

4.2 Until the roads laid out according to the said Plan have been expressly assumed by the Municipality as part of the Municipal road system, the Owner shall provide adequate drainage of the surface water from the area subdivided. The Owner shall lay out such roads and grade the same together with the lands surrounding the same in such a manner that no damage shall result by reason of the drainage therefrom to persons outside the Subdivision or to lands within the Subdivision.

4.3 If, as the Subdivision develops, it becomes apparent to the Municipality that further drainage works shall be necessary either upon the subject lands being developed or beyond the boundaries thereof, the Owner shall forthwith provide the same upon a receipt of a written notice from the Municipality. The necessity of such drainage work shall be in the sole discretion of the Municipal Engineer.

4.4 The Owner further agrees that the said drainage plans will indicate any known existing tile drainage system.

4.5 The Municipality shall not approve of the plan of subdivision for registration until such time as the developer has submitted to the Municipal Engineer and the Kawartha Region Conservation Authority for their approval a detailed report and drawings showing the means whereby stormwater management will be implemented and the means whereby erosion and siltation will be contained and minimized, both during and after the period of construction, which shall including the completion of all services as described in Schedule B and the housing construction. Furthermore, the developer hereby undertakes to provide site supervision by a qualified professional engineer to ensure compliance with the approved stormwater management report and drawings as approved by the Municipal Engineer and the Kawartha Region Conservation Authority. The developer hereby acknowledges that the Municipality may, at the developer's expense, carry out any inspection or work necessary to ensure that the stormwater management control measures are implemented if the Owner, in the sole opinion of the Municipal Engineer, fails to do so.

#### 5. SCHEDULING BY THE MUNICIPALITY

5.1 Where, in the opinion of the Municipal Engineer, construction of services will benefit or serve land that is not included in the Subdivision, the Owner will observe such order of installation of the services as the Municipal Engineer may require from time to time.

5.2 The Owner is hereby notified that under the terms of this agreement the Owner may be required to upgrade certain existing services which are required to service the subdivision. These services, if required, are identified in Schedule "B".

#### 6. QUALITATIVE OR QUANTITATIVE TESTS

6.1 The Municipal Engineer may have qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any services required by this Agreement, and the costs of such tests shall be paid by the Owner within ten (10) days of the account being rendered by the Municipality. The charges herein are in addition to the engineering fee referred to in Section 25.

## 7. NOTIFICATION OF COMMENCEMENT

The Owner shall not commence the construction of any of the services or works pertaining to the Subdivision until:

7.1 The engineering design drawings and specifications therefore and the Subdivision Agreement have been approved by the Municipal Engineer.

7.2 The engineering drawings, specifications and stormwater management plans have been approved by the Ministry of the Environment and Energy, the Ministry of Natural Resources, and the Kawartha Region Conservation Authority as required.

7.3 The Subdivision Agreement has been executed by the parties hereto and has been registered.

7.4 The Owner has provided 48 hours written notice to the Municipal Engineer. The Owner shall, after any cessation or interruption of construction, provide 48 hours written notice to the Municipal Engineer of his intent to recommence work.

7.5 A letter of credit or other financial security satisfactory to the Municipality as well as the liability insurance policy referred to in Section 24 of this agreement as being filed with the Clerk of the Municipality.

7.6 Notwithstanding anything contained in this Section 7 to the contrary, it is specifically acknowledged that the Owner had previously entered into a preservicing agreement which provided for the pre-servicing of the lands herein.

## 8. USE OF WORKS BY MUNICIPALITY

8.1 The Owner agrees that the Works may be used by the Municipality or other authorized persons for the purpose for which such works are designed. Such use shall not be deemed an acceptance of the works by the Municipality and shall not in any way relieve the Owner of his obligations in respect of the construction and maintenance of the Public Services so used.

8.2 The Owner shall co-ordinate his work with the installations of all other utilities. Without limiting the generality of the foregoing, such utilities may include Ontario Hydro, a local Utilities Commission if applicable, Consumers Gas, Bell Canada, and cable television.

## 9. DEFAULT BY OWNER

9.1 If, in the opinion of the Municipal Engineer, the Owner is not executing or causing to be executed any works required in connection with this Agreement within the specified time or in order that it may be completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this Agreement are being violated, or carelessly executed, or shall the Owner neglect or refuse to renew or again perform such work as may be rejected by the Municipal Engineer as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Municipal Engineer, make default in performance in the terms of this Agreement, then, in such case, the Municipal Engineer shall notify the Owner in writing of such default or neglect and if such default or neglect is not remedied within ten (10) clear days after such notice, then, in that case, the Municipal Engineer thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in his opinion shall be required for the proper completion of the said works at the cost and expense of the Owner. In cases of emergencies, such work may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Municipal Engineer, whose decision

shall be final. It is understood and agreed that such costs shall include a management fee of fifteen per cent (15%) of the cost of the labour, equipment and materials. Any work done at the direction of the Municipal Engineer pursuant to the provisions of this clause shall not be an assumption by the Municipality of any liability in connection therewith nor a release of the Owner from any of his obligations under this Agreement.

10. DEBRIS AND FILL - PUBLIC LANDS

10.1 The Owner shall neither dump nor permit to be dumped, any fill or debris, on, nor to remove or permit to be removed any fill or existing materials from any public lands other than such dumping or removal involved in the actual construction of roads in or abutting the Subdivision without the written consent of the authority responsible for such lands. The Owner shall, on request, supply the Municipality with an acknowledgment from such authority of the Owner's compliance with the terms of this clause.

11. REMOVAL OF CONTAMINATED MATERIALS

11.1 If at any time during the construction of any of the roads on the Subdivision Plans, any of the granular material used in said construction, becomes contaminated, in the opinion of the Municipal Engineer then the Owner shall at the direction of the Municipal Engineer remove such contaminated granular material and replace the same with uncontaminated granular material.

12. ABUTTING STREETS

12.1 All streets abutting on the lands to be included in the new registered Plan and to be used for access during the construction of the houses or other buildings on the new Plan shall be kept in good and useable condition during the said construction, and if damaged, will be restored immediately. All trucks making delivery to or taking materials from the lands in the said new Plan shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish or debris on the said streets abutting. Debris or mud deposited on abutting streets by traffic from the Subdivision shall be removed immediately. If not removed after one (1) day's notice, the deposited material will be removed by Municipal forces at the Owner's expense.

12.2 In certain instances, as for example, where the Plan adjoins an existing road or where municipal services must be brought from some distance to the Plan or taken some distance to a suitable outfall, the schedules may include work outside of the Plan and this Agreement applies to work outside of the Plan which is included in the said schedules in the same manner as if that work had been left in the Plan.

13. STREET CLEAN-UP

13.1 The Owner shall at all times keep the streets and boulevards in the Plan of Subdivision clear and free of all materials and obstructions which might interfere with the installation of electric, telephone, gas or other utilities.

13.2 The Owner shall immediately remove all mud and debris from streets, easements and road allowances within the Plan of Subdivision when directed by the Municipal Engineer.

14. TOPSOIL

14.1 All topsoil removed from the lands, shown on Schedule "A" attached hereto, shall be stockpiled during grading operations and as each building is completed, be replaced to the same

depth as existed prior to removal and in the event that the aforesaid depth was less than 4", topsoil shall be placed to a depth of no less than the said 4". The area to be covered shall include all surfaces not covered by buildings, driveways or pavements. Topsoil shall be removed off site only with the written approval of the Municipality. Furthermore, the Owner shall ensure that a sufficient supply of topsoil remains on site until all lots have been developed and properly landscaped.

14.2 All lots which are vacant after a period of two (2) year(s) from the date of the commencement of the maintenance period shall, in their rough graded state be graded to remove all fill, debris and boulders and topsoil applied to a depth of 150mm complete with seeding.

15. WEEDS

15.1 The Owner shall cut all noxious weeds, as required by the Weed Control Act, RSO 1990 c.W.5. In addition, the Owner shall cut all grass on a regular basis so that it does not exceed 6" in height. In addition, the Owner shall comply with the provisions of the Municipality's Property Standards By-law with respect to yard and property maintenance.

16. WINTER MAINTENANCE OF ROAD

16.1 If any dwellings become occupied adjacent to roads that have not been assumed by the Municipality, the Owner shall snowplow and sand such roads from such occupied dwelling to assumed Municipality or assumed Subdivision roads including alternate means of access where available. Such snowplowing and sanding shall be done from time to time in the same manner as the Municipality removes snow and ice from municipal streets and until such time as the roads are assumed. Should the Owner not snowplow and sand, when in the opinion of the Road Superintendent it is necessary, the Municipality will complete this work at the Owner's expense. Any snowplowing or sanding carried out by the Municipal force, whether or not the Owner is in default, shall be done entirely at the Owner's risk.

17. FINAL ASSUMPTION AND ACCEPTANCE

17.1 When the various public services referred to in Section 1 of this Agreement have been completed in accordance with the requirements of this Agreement to the satisfaction of the Municipal Engineer, and the requirements as outlined in Section 28, Security Deposits, are fulfilled, a Certificate of Completion will be issued.

17.2 Certificates of Completion will be issued for each of the following components of the Public Services as they are completed for each phase of the subdivision:

(a) - all storm sewers, and stormwater management facilities, sanitary sewers, watermain, house connections and related appurtenances, if applicable.

- the roadway completed with granular base, concrete curb and gutter and base course asphalt, if applicable.

(b) - sidewalks, if applicable,

- the adjustment and completion of all underground service appurtenances between curbs, if applicable.



- the surface course asphalt, if applicable.

- cleaning all sewers if necessary.

- the erection of traffic, speed and street name signs, fencing and completion of buffer strips, boulevard sodding, grading and paving of driveway entrances, trees, planting, adjustment of all underground service appurtenances in the boulevards, lot grading, parks and other miscellaneous items that are requirements of this Agreement. As a condition precedent to receiving a certificate of completion from the Municipal Engineer, the Owner's Consulting Engineer shall be required to certify that the respective components of work have been completed in accordance with the engineering design drawings and specifications therefor.

(c) - the subdivider has rough graded his lots and removed all debris in a manner subject to the approval of the Municipal Engineer. The Municipal Engineer shall be satisfied that there is no danger of erosion or flooding of municipal roadways or adjacent lands and that all elements of the lot grading plans such as swales are in place. This shall include the replacement of topsoil and seeding as stated in Section 14.

17.3 The maintenance period for each component of construction shall commence with the issuance of a Certificate of Completion.

17.4 Certificates of Acceptance shall be issued by the Municipality accepting each phase of the subdivision thereby relieving the Owner of further responsibility for the phase. A Certificate of Acceptance for the work will be issued when:

(a) the guaranteed maintenance periods have expired.

(b) all conditions and requirements of the Agreement have been fulfilled.

(c) all defects or damages which occur to the work during the maintenance period have been corrected to the satisfaction of the Municipality.

(d) all outstanding fees, levies, and other financial commitments have been paid to the Municipality.

(e) upon receipt of a Statutory Declaration stating that all accounts related to the installation of the Public Services have been paid.

(f) the conditions of Section 3.2 have been fulfilled.

(g) the conditions of Section 17.2 have been fulfilled.

(h) the conditions of Section 34 have been fulfilled.

17.5 The Owner shall maintain all underground services referred to in Section 17.2 (a) for a minimum period of two (2) years from the date of issuance of the Certificate of Completion or until the base course asphalt has been placed on the roads, whichever occurs later.

17.6 The roadway with surface course asphalt completed and the associated work referred to in Section 17.4 (b) shall be guaranteed for a minimum of one (1) year after the completion of the surface course asphalt.

The Owner or the builder will be responsible for the concrete curb and gutter until such time as the expiration of the maintenance period for the surface course asphalt. The Municipality may, depending on the timing of house construction, require security from the Owner or builder on a per lot basis for the repair of curb and gutter damaged during house construction.

17.7 The Owner shall not place the final surface course asphalt on any roads until:

(a) One (1) year from the issuance of the Certificate of Completion for the base course asphalt and then only with the written approval of the Municipal Engineer.

(b) Deleted

(c) In any event, the Municipality may require the surface course asphalt to be installed within three (3) years after the issuance of the Certificate of Completion specified by Section 17.2(a).

(d) Notwithstanding anything herein contained to the contrary, save and except for the three year term set forth in (c) above, the Municipality may require the Owner to fulfil all of the Owner's obligations as set forth herein within fifteen years from the date of this Agreement.

17.8 The Owner shall after a period of 24 months from this issuance of the Certificate of Completion for the roadway granular base, curb and gutter and base asphalt, complete the boulevards to the extent of grading, placing topsoil and sod, adjustment of all underground service appurtenances to boulevard grade and grading and paving of driveway approaches.

This work shall be done at this stage regardless of the number of homes completed within the subdivision.

17.9 The Owner shall erect at his own expense a sign at the entrance(s) to the subdivision depicting the lot and roadway configuration and detailing the approved land use zoning within the subdivision.

17.10 The Owner shall furnish and plant trees within the area of the boulevards in the amount and type as specified in Schedule "B".

#### 18. SURFACE MONUMENTS AND MARKERS

18.1 Prior to acceptance of the Subdivision by the Municipality, the Owner shall supply a certificate by an Ontario Land Surveyor that, after the completion of the Subdivision work, he has found all standard iron bars as shown on the registered plans and survey monuments at all block corners, the ends of all curves, other than corner roundings and all points of change in direction of streets on the registered Plans.

#### 19. MODEL HOMES

19.1 The Municipality agrees that it will issue the Owner permits for the erection of model homes on lots approved by the Municipal Engineer not exceeding 10% of the total lots of the Plan. No permits for model homes will be issued until the Plan and Agreement has been registered.

#### 20. BUILDING PERMITS - BUILDING UPON LOTS

20.1 The Owner agrees that neither the Owner nor any builder within the subdivision will apply for or be entitled to receive any building permits until the public roads on which the buildings are to be constructed and the public road providing access to the building site have been constructed complete with all granular material required up to and including base course asphalt, and temporary street signs have been erected. The Municipality may issue building permits prior to completion of the base course asphalt specified in this Clause on authorization of the Municipal Engineer. The Owner agrees that the Municipality may withhold building permits until Certificates of Completion have been issued for the watermains, storm sewers and sanitary sewers, if applicable. Each building permit application shall be accompanied by a lot grading plan approved by the Owner's consulting engineer and reviewed by the Municipal Engineer.

20.2 By reason of circumstances pertaining to the lots listed in Schedule "E", action as therein indicated is required before building permits will be issued for those lots.

20.3 The Owner agrees that neither he nor any builder within the subdivision will be entitled to the provision of water or electrical service to any dwelling, except for testing purposes, until such time that written authorization has been received from the Municipal Chief Administrative Officer and the Municipal Engineer confirming that all requirements have been satisfactorily met. Occupancy of any dwelling will not be permitted until the above conditions are satisfied.

21. SOIL TESTS

21.1 When considered necessary by the Municipal Engineer the Owner shall have tests carried out by independent testing laboratories, approved by the Municipal Engineer to investigate and report on the stability of the soil and its ability to sustain superimposed loads from building and filling operations and to furnish free of cost to the Municipality certified copies of the results thereof for examination by the Municipal Engineer.

22. STREET & TRAFFIC CONTROL SIGNS & HOUSE NUMBERS

22.1 The Owner shall erect temporary street name signs approved by the Municipal Engineer on all street intersections in the said Plan of Subdivision as soon as the construction of the buildings commences and shall maintain the same until such time as all grading of the roads and boulevards has been completed to the satisfaction of the Municipal Engineer and the permanent street name signs have been erected.

22.2 The Owner will obtain from either the Municipal Office or the County of Victoria street numbers or 911 emergency location numbers, whichever is applicable, for each building within the Plan, and when a building is constructed the Owner will indicate the municipal number on the house by a proper sign.

23. TAXES & LOCAL IMPROVEMENT ASSESSMENTS

23.1 The Owner shall pay all arrears of realty taxes outstanding against the subject property described in Schedule "A" hereto attached before the approval of the said Plan is obtained, and he shall pay the said realty taxes in full on the said lands according to the last revised assessment roll and until the lands are assessed and billed as registered Plan and are sold by the Owner.

23.2 The Owner shall commute and pay all local improvement charges assessed against land in the Plans including all such charges which would, if the Plans were not registered, be payable in future years.

24. INSURANCE

24.1 Before commencing the construction of any work, the Owner shall insure against all damages or claims for damage with an Insurance Company satisfactory to the Municipal Clerk. Such policy or policies shall be issued in the joint names of the Owner and the Municipality and shall remain in the custody of the Municipal Clerk during the life of this Agreement. The minimum limits of such policies shall be as follows:

(a) \$2,000,000.00 for loss or damage resulting from bodily injury to, or death of, any one person.

(b) \$2,000,000.00 for loss or damage resulting from bodily injury to, or death of, two or more persons arising out of the same accident, and

(c) \$2,000,000.00 for property damage.

24.2 The Policy shall be in effect for the period of the Contract including the period of guaranteed maintenance, and shall contain no exclusion for blasting. The issuance of such a policy of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which they may be held responsible. The Owner shall prove to the satisfaction of the Municipality from time to time as the Municipal Clerk may require, that all premiums of such policy or policies of insurance have been paid and that the insurance is in full force and effect.

25. ENGINEERING FEES

25.1 The Owner agrees to pay the Municipality the fees and related expenses (based on the Scale of Fees for Consulting Engineers as recommended by the Association of Professional Engineers of the Province of Ontario) required to provide the Engineering services required by the Municipality for processing the Subdivision Agreement, approval of Engineering Drawings, inspection of construction and acceptance of the Public Services. The builder agrees to pay the Municipality the fees and related expenses required to process the Building Permit in accordance with Section 19.1 of this Agreement. Fees shall be payable by the Owner and/or builder on receipt of progressive billings from the Municipality.

26. LEGAL FEES AND PLANNING FEES

26.1 The Owner shall pay to the Municipality all legal and planning fees connected with this Agreement. Fees shall be payable by the Owner on receipt of progressive billings from the Municipality.

27. LEVIES

27.1 The Owner shall pay all levies stipulated in Schedule "F" attached to this agreement upon signing the Agreement.

28. SECURITY DEPOSITS

28.1 The Owner shall deposit with the Municipality a Letter of Credit, or other financial security satisfactory to the Municipality in the amount of 110% of the estimated cost of the public services and other projects to be completed by the Owner, as set out in Schedule "D" attached. The Owner shall also deposit with the Municipality \$5,000.00 cash to be applied toward engineering, planning, legal and administration fees.

28.2 The Letter of Credit to be posted by the Owner shall be in the form attached hereto as Schedule "I".

28.3 Acceptable securities must remain in effect for the full duration of this Agreement.

28.4 Upon failure by the Owner to complete a specific part of the Work as requested by the Municipal Engineer and in the time requested, the Municipality by Resolution of Council, may at any time authorize the use of all or any part of the security, as referred to in Clause 28.1 of this Agreement, to pay the cost of any part of the work the Municipal Engineer may deem necessary, except to implement Sections 12 and 13 to clean up roads and streets, the Municipality may undertake such work at the expense of the Owner without a Resolution of Council. The cost of repairs made under Section 9 may also be recovered without a Resolution of Council.

28.5 If the Owner fails to complete the Work in the time or times as stipulated in Schedule "B" hereto, the Municipality by Resolution of Council may direct the Surety, if applicable, to complete the work.

28.6 The Municipality may as it sees fit from time to time reduce the amounts received as security, as referred to in Section 28.1, to an amount equal to 110% of the value of the uncompleted services plus 10% of the value of the completed services upon receipt of a statutory declaration that all accounts relative to the installation of the completed services have been paid and certification by the Owner's consulting engineer that works have been completed in accordance with the approved plans and specifications.

29. OWNER'S EXPENSE

29.1 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 context otherwise requires.

29.2 Notwithstanding the generality of the foregoing, the Owner specifically covenants and agrees to reimburse the Municipality for all reasonable costs and expenses incurred by him with respect to the Subdivision more particularly described in Schedule "A" annexed hereto.

30. INTEREST

30.1 Interest shall be payable by the Owner to the Municipality on all sums of money payable herein, which are not paid on the due dates calculated from such due dates. The rate of interest payable shall be that rate of interest that is charged by the Municipal Bank on a loan to the Municipality. The due date of any sum of money shall be thirty (30) days after the date of the invoice.

31. REGISTRATION

31.1 The Owner consents to the registration of this Agreement by the Municipality and at the sole discretion of the Municipality upon the title of the said lands.

31.2 This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and its, his or her respective heirs, executors, administrators, successors and assigns.

32. LANDS FOR MUNICIPAL PURPOSES

32.1 The Owner agrees to grant in fee simple at his expense and free of any encumbrances the lands necessary in connection with the installation of services and referred to in Schedule "C" and as designated in the final Engineering Drawings. The land and easements required, such as width and location, shall be subject to the approval of the Municipal Engineer. Construction of services on easements shall not commence until the form of conveyance of such land or the easements has been approved by the Municipal Solicitor and the lands or easements acquired by the Owner.

33. NOTIFYING PURCHASER OF SERVICES TO BE INSTALLED

33.1 The Owner agrees to notify or cause to be notified each and every purchaser of lands within the said subdivision of all the services provided for such purchaser and the cost of the same where said purchaser pays any share thereof, and the Owner shall cause such information to be fully recorded in any offer or Agreement to purchase the said lands entered into by any such purchaser.

34. LIEN OR OTHER CLAIMS

34.1 Upon applying for final acceptance of the Subdivision the Owner shall supply the Municipality with a statutory declaration that all accounts for work and materials have been paid,

except normal guarantee holdbacks, and that there are no claims or liens or otherwise in connection with such work done or materials supplied for or on behalf of the Owner in connection with the Subdivision.

35. LANDS TO BE CHARGED -- PERFORMANCE BY THE OWNER

35.1 The Owner does hereby charge the land included in the Plan with the performance by the Owner of all work to be done by him pursuant to the terms hereof and agrees that this Agreement and all the terms, covenants and conditions herein contained, shall run with the land for the benefit of the land including highways and parks owned by the Municipality or to be assumed by the Municipality within or abutting the Plan and shall be binding upon the Owner, his successors and assigns.

36. MORTGAGES

36.1 The Mortgagee to the extent of its interest in the lands described in Schedule "A", consents to this agreement and postpones its mortgage in favour of the said Agreement and agrees that the lands covered by its mortgage shall be bound by this Agreement in the event that the Mortgagee is required to enforce its mortgage.

37. OWNER'S LIABILITIES

37.1 Until the Municipality has assumed the Public Services by By-law of Council, the Owner shall indemnify the Municipality against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Owner undertaking the Plan.

38. LICENCE TO ENTER

38.1 The Owner agrees to retain a licence from any subsequent purchaser of lands in the Plan to enter upon such lands in order to comply with the provisions of this Agreement.

39. DISPUTE

39.1 Whenever reference is made to the Municipal Engineer it is understood and agreed that in the event of a dispute between the Owner and the said Municipal Engineer the Owner shall have the right to appeal to the Council of the Municipality whose decision shall be final.

40. TERMINATION

40.1 The terms, obligations and conditions of this Agreement shall remain in full force and effect for a period of fifteen (15) years from the date of execution of this Agreement, and in the event that the Owner has not completed, or substantially completed to the satisfaction of the Municipal Engineer, his obligations hereunder at that time, the Municipality may at its option terminate this Agreement by giving notice in writing to the Owner as provided for herein.

41. NOTICE

41.1 Any notice required to be given hereunder may be given by registered mail addressed to the other party at its principal place of business and shall be effective as of the date of deposit thereof in the Post Office.

41.2 The address of the parties for notice are as follows:

MUNICIPALITY THE CORPORATION OF THE TOWNSHIP  
OF MANVERS  
P. O. Box 210  
BETHANY, Ontario L0A 1A0

Attention: Ms. Peggy Whitteker, Clerk

Telephone No.: (705) 277-2321  
Fax No.: (705) 277-1580

OWNER WOODLAND HILLS COMMUNITY INC.  
c/o Donald W. Kerr  
Barrister and Solicitor  
3 Strathearn Road  
TORONTO, Ontario M6C 1R2

Telephone No.: (416) 781-7100  
Fax No.: (416) 781-5132

#### 42. ATTACHMENTS

42.1 Schedules attached hereto, form part of this Agreement.

#### 43. SPECIAL PROVISIONS

43.1 Subsequent to the assumption of the streets within the plan into the township road system, as a public highway, the Municipality shall require from each applicant for a building permit the sum of ONE THOUSAND, FIVE HUNDRED --- (\$1,500.00) --- dollars as a security deposit against damage to municipal property. The aforesaid sum of ONE THOUSAND, FIVE HUNDRED --- (\$1,500.00) --- dollars must be lodged with the Municipality as a condition precedent to obtaining a building permit. When all work pursuant to the permit has received final inspection and approval, provided that there has been no damage to public property during the course of construction, the security deposit shall be returned to the person who lodged same. In the event that damage has occurred to public property in the sole discretion of the Municipal Engineer, as much of the security deposit as is required to remedy the damage shall be retained by the Municipality. In the event that a security deposit of ONE THOUSAND, FIVE HUNDRED --- (\$1,500.00) --- dollars is insufficient to repair the damage incurred during the course of construction, the applicant for the building permit shall be responsible for any sums in excess of ONE THOUSAND, FIVE HUNDRED --- (\$1,500.00) --- dollars.

43.2 To satisfy condition number 6 of the Minister's conditions of draft approval, the Owner has already conveyed Block 30 on Plan 57M-736 to the Municipality. The Municipality acknowledges that receipt of title to the aforesaid Block 30 shall satisfy the Owner's parkland dedication for the entire subdivision herein.

43.3 To satisfy condition number 11 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees to implement the recommendations contained in a hydrogeological study prepared by Golder Associates Ltd. which recommendations are hereinafter set out.

#### SUMMARY OF RECOMMENDATIONS FOR ON-SITE SEWAGE DISPOSAL AND FOR INDIVIDUAL GROUNDWATER SUPPLIES

- o The soil and groundwater conditions at the site are generally favourable for the design of conventional in-ground septic tile fields in most areas, however, due to relatively high

groundwater levels in certain areas, in the western half of the property, partially or fully raised septic tile field or filter beds will be required in these areas of high groundwater.

- The actual percolation rate and groundwater levels, on an individual lot basis, should be determined by Golder Associates or the local Department of Health personnel, prior to construction of septic tile field or filter beds.
- All septic tank systems should be designed and constructed in accordance with the Ontario Ministry of the Environment Manual of Policy, Procedures and Guidelines for Private Sewage Disposal System (ISBN 0-7743-7303-2).
- Domestic water supply should be obtained from the deeper aquifers which are protected from excessive nitrate loading by the dilution from infiltration of precipitation and by the low permeability confining layer between the shallow aquifer and the deeper water supply aquifers.
- Recommended pumping rates for individual wells should not exceed about 23 L/min. These rates should allow for adequate supplies of water for individual lots without concern for significant interference with other on-site wells completed in the same aquifer including existing off-site wells completed at similar depths.
- Any wells drilled as part of the subdivision should be constructed in accordance with the Ontario Regulations 612/84 and 374/81 of the Ontario Water Resources Act and the Environmental Protection Act, respectively. Wells should be cased and grouted to a minimum depth of 6 m below ground surface. This is to prevent access of surficial or near surface potentially contaminated water from services such as septic tile fields, road deicing or dust control salts, agricultural chemicals and the like reaching the aquifer via the well bore annular space.
- Each new well drilled at this site should be pump tested to confirm the adequacy of the supply for domestic requirements.
- Each water well drilled at this site should be sampled and analyzed for bacteriological and chemical quality parameters to confirm that the water available meets the Ontario Drinking Water Objectives, with particular emphasis on quantifying the methane content of the water.
- Although sodium levels do not exceed the Canadian Drinking Water Standards of 270 mg/L for the two test wells completed in the deeper aquifer, the sodium levels do exceed the recommended health limit of 20 mg/L for persons on sodium restricted diets. The local Department of Health must be notified that this condition exists for these two wells and potentially for additional wells completed in this aquifer.
- Natural gas (probably methane) was observed to be present in Test Wells No. 1 and No. 3 in concentrations in excess of the ODWO of 3 L/m<sup>3</sup>. Any new wells drilled should be tested for methane gas and where the concentration exceeds 3 L/m<sup>3</sup>, special measures must be incorporated in the pumping and distribution system. Such measures may include down-hole gas separators, pressure tank venting or in-ground storage and aeration. We further recommend that the actual design and installation of these types of specialized systems be conducted by experience, qualified pump installers and/or well drilling contractors.
- The bacteriological water quality is acceptable for domestic purposes. However, the pumping and piping system should be thoroughly disinfected prior to use or consumption of the water.



- 43.4 To satisfy condition number 12 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees to provide a fully executed copy of the subdivision agreement between the said Owner and the Municipality containing provisions with the recommendations of the hydrogeologist's report, as approved by the Ministry of the Environment & Energy to the Ministry of the Environment & Energy.
- 43.5 To satisfy condition number 13 of the Minister's Conditions of Draft Approval, the Owner agrees, before commencing any grading or construction on any lot, to submit a detailed report, drawings, and site plans, for review and approval by the Kawartha Region Conservation Authority and the Ministry of Natural Resources showing site grading, all proposed surface drainage works, a description of the means whereby the calculated storm water drainage will be accommodated, and the means whereby soil erosion, sedimentation and the direct discharge of storm water flow into the Fleetwood Creek tributary will be controlled and minimized both during and after the construction. The report shall detail pre and post development flow rates and the methods to be used to convey the storm water away from the site without appreciably increasing downstream flows.
- 43.6 To satisfy condition number 14 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees to implement the drainage and erosion control measures set out in the report, drawings and site plans mentioned in Section 43.5 above.
- 43.7 To satisfy condition number 15 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees, prior to any grading or construction, to erect and maintain a snow fence with geotextile fabric along the hazard land boundary of Lots 1 through 15 inclusive. This barrier shall remain in place until all grading, construction, and landscaping on the site is completed. The fencing will help to prevent the unauthorized dumping of fill or the alteration of vegetation in the hazard land areas.
- 43.8 To satisfy condition number 16 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees that no damming, dredging, or other alterations will be carried out on the Fleetwood Creek tributary, without prior written authorization from the Ministry of Natural Resources.
- 43.9 To satisfy condition number 17 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees that development will not occur within the Regulatory Flood Plan as shown by the cross-hatched area on the draft plan of subdivision as revised to March 11, 1990, on file with the Township of Manvers, without the express written consent of the Kawartha Region Conservation Authority.
- 43.10 To satisfy condition number 18 of the Minister's Conditions of Draft Approval, the Owner acknowledges that:-
- (a) drilled wells must be provided on all lots in the subdivision,
  - (b) all areas where tile beds will be constructed be stripped, graded, and compacted where applicable to insure adequate support for the tile bed. Grading to provide adequate surface drainage and imported material is to be approved by the Owner's Engineer,
  - (c) submission to the Haliburton, Kawartha, Pine Ridge District Health Unit of designs for sewage disposal systems is necessary before building permits are issued, and
- 43.11 To satisfy condition number 25 of the Minister's Conditions of Draft Approval, the Owner acknowledges that prior to final registration of the plan of subdivision, and prior to any on-site grading or construction, the Ministry of Natural Resources must have reviewed and approve reports describing:-

- (a) the intended means of conveying stormwater flow from the site, including use of stormwater management techniques which are appropriate and in accordance with provincial "Urban Drainage and Design Guidelines", April 1987;
- (b) the anticipated impact of the development on water quality, as it relates to fish and wildlife habitat once adequate protective measures have been taken;
- (c) the means whereby erosion and sedimentation and their effects will be minimized on the site during and after construction. These means should be in accordance with the provincial "Guidelines on Erosion and Sediment Control for Urban Construction";

NOTE: Temporary ponds for sediment control should be capable of accommodating 125 cubic metres/hectare of contributing drainage area for a period of not less than 12 hours or removing particles sizes down to 40 microns.

- (d) site soil conditions, including grain size distribution profiles; and
- (e) site grading plans.

43.12 To satisfy condition number 26 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees, prior to any grading or construction on the site, to erect a snow fence barrier with geotextile fabric around the perimeter of the hazard land boundary of Lots 1 through 15 both inclusive. No disposal of fill or disturbance of vegetation shall occur beyond this point during the entire construction period.

43.13 To satisfy condition number 27 of the Minister's Conditions of Draft Approval, the Owner covenants and agrees:-

- (a) to implement the works referred in conditions no. 25 and 26,
- (b) to erect and maintain snow fencing as required by condition no. 26,
- (c) to maintain all storm water management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to the Ministry of Natural Resources.
- (d) refrain from damming, dredging or making other alterations to the Fleetwood Creek tributary without prior written authorization from the Ministry of Natural Resources as required by the Lakes and Rivers Improvement Act, and
- (e) to notify the Ministry of Natural Resources, Lindsay District Office, at least forty-eight (48) hours prior to the initiation of any on-site development.

43.14 The Owner covenants and agrees to notify purchasers of lots within the plan that any foundation drains, sump pumps or other form of water release shall not be discharged directly to any roadside ditch or drainage easement or within 9 meters of the road allowance boundary. From the discharge point to the ditch, the flow shall be dispersed on the surface in a broad shallow swale. The Owner shall also notify purchasers of lots that as part of the stormwater management control plan, all roof leaders shall drain into individual dry wells as per drawing no's 1303-300BN and 1302-038 by Higgins Engineering Limited. The size, location, discharge points and swales shall be illustrated on the lot grading plan required under Paragraph 20.1 hereof.

43.15 Prior to development of the commercial block, Block 62, in compliance with draft condition number 11, the Owner covenants and agrees to have a hydrogeological assessment performed by a qualified hydrogeologist acceptable to the Municipality which assessment must

establish the ability to sustain the type of commercial development proposed on the subject block to the reasonable satisfaction of the Municipality.

43.16 The Owner covenants and agrees to construct three siltation ponds in accordance with the design set out in Drawing No. 1302-300 Cn and to maintain such siltation ponds in good working order to the satisfaction of the Municipal Engineer until the same are no longer required which decision shall be in the sole discretion of the Municipal Engineer, at which time the said siltation ponds shall be completely removed, at the expense of the Owner, and to the entire satisfaction of the Municipal Engineer. A temporary right-of-way shall be provided over Lots 18, 52 and Block 62 by the Owner, or the registered owners thereof from time to time, in favour of the Corporation to allow access to the three ponds. One siltation pond is to be located at the westerly side of Lot 18 one pond at the westerly side of Lot 52 and the other siltation pond is to be located towards the northerly limit of Block 62 as depicted on Drawing Number 1302-300 Cn. The Owner covenants and agrees that the location and dimension of the rights-of-way shall be as required by the Municipal Engineer. The rights-of-way, although temporary in nature, shall be formalized by the registration of an appropriate grant of right-of-way. The rights-of-way shall be released by the Municipality once the need for the siltation ponds has disappeared which decision shall be in the sole discretion of the Municipal Engineer.

The development of Lots 18, 52 and Block 62 is subject to the Lot and Block Restrictions outlined in Schedule "E" attached hereto. No building permits will be issued for any of these lots and the owners from time to time of these lots shall not complete any grading or drainage of those lots until the said Lot and Block Restrictions outlined in Schedule "E" attached hereto have been fully completed with and to the satisfaction of the Municipal Engineer. The Municipality acknowledges and agrees that consideration shall be given to the development of Lot 18 and Block 62, notwithstanding the temporary ponds and rights-of-way, provided that such development does not interfere with the aforementioned grants of right-of-way.

43.17 The Owner consents and concurs in an Inhibiting Order being registered against each of the lots within the plan of subdivision herein for those phases or portions thereof for which security is not posted with the Municipality to ensure the proper installation of the public services contemplated by this development. The Inhibiting Order will be removed from the subject lots when the Owner provides adequate security as determined by the Municipal Engineer to ensure completion of all work within the phase for which the release sought.

43.18 The Owner covenants and agrees to register a restrictive covenant in the form of a drainage plan immediately after registration of the Subdivision Agreement herein. The restrictive covenant shall identify the accepted drainage plan for the within development.

This Agreement shall be read with such changes of gender and number as the context may require.

This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and its, his or her respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF each of the parties hereto has executed this Agreement under seal.

SIGNED, SEALED AND DELIVERED )

WOODLAND HILLS COMMUNITY INC.,

Per: [Signature] c/s  
President

Per: \_\_\_\_\_

WATERSMEET CORPORATION

Per: [Signature] c/s  
President

Per: \_\_\_\_\_

THE CORPORATION OF THE  
TOWNSHIP OF MANVERS,

Per: [Signature]  
DEAN JONCAS, DEPUTY REEVE c/s

Per: [Signature]  
D.M. PEGGY WHITTEKER, CLERK

COEUR DE LION LIMITED,

Per: [Signature]  
President

Per: \_\_\_\_\_

531961 ONTARIO LIMITED,

Per: [Signature]  
SE. CEMALY TREASURER

Per: \_\_\_\_\_

METARCHON SYSTEMS LTD.

Per: [Signature]  
President

Per: \_\_\_\_\_

## SCHEDULES TO BE INCORPORATED

as part of the

SUBDIVISION AGREEMENT

SCHEDULE "A" Legal description of lands to be subdivided

SCHEDULE "B" Public Services to be Installed

1. A list and description of the Public Services to be installed.
2. General Plans of Services.
3. Reference to Specifications and Requirements.

SCHEDULE "C" Lands to be Conveyed and Easements

1. Description of the 5% lands to be conveyed. (If cash in lieu of - details in Schedule "F").
2. Other lands to be conveyed such as blocks, etc. if any.
3. 1' reserves with description and/or plan.
4. Utility easements including Bell Telephone, Hydro, Gas and Cable T.V.
5. Drainage and Servicing easements - "R" Plan and/or description.
6. Walkway easements.

SCHEDULE "D" Estimated Cost of Works

1. Estimated construction costs including landscaping, street lighting, engineering fees, etc.
2. Schedule of construction.

SCHEDULE "E" Lot and Block Restrictions

1. A list of lots unsuitable for building.
2. A list of lots with grade and/or siting restrictions.
3. Supplementary building permit requirements, etc.

4. Lots or Blocks requiring a site plan agreement prior to issuing Building Permits.

SCHEDULE "F" Payments to the Municipality by the Owner

1. 5% cash in lieu
2. Security Deposit requirements
3. Lot Levies
4. Fees - Engineering, Legal, Others
5. Hydro and other Utilities
6. Other Payments

SCHEDULE "G" Land Use and Phasing

1. Land Use - Zoning restrictions
2. Phasing Stipulations
3. Architectural Controls or requirements

SCHEDULE "H" Municipality's participation in financing, if any

SCHEDULE "I" Form of Letter of Credit

---

SCHEDULE "A"

Legal description of lands to be subdivided.

Part of Lot 24, Concession 8, in the Township of Manvers, in the County of Victoria, being Parts 3 and 4 on Plan 9R 2719.

SCHEDULE "B"

## Public Services to be Installed.

All roads and services to be constructed or installed within the lands to be subdivided as described in Schedule "A" shall be so constructed or installed in accordance with the Municipality's requirements, being their Standard Road Cross-Section, and the Ontario Provincial Standard Specifications and Standard Drawings (OPSS & OPSD), latest editions, or approved equivalents.

Without limiting the meaning or intent of the foregoing, the following road geometrics shall apply:

1. Road Allowance width - minimum 20 metres
2. Surface width - 6.5 metres
3. Shoulder width (incl. rounding) - 1.80 metres
4. Surface Type - Hot Mix Asphalt, 2 lifts -  
surface course - HL-3, 40 mm minimum  
base course - HL-8, 40 mm minimum
5. Granular Depths - Granular 'B' or 'C' minimum 300 mm  
Granular 'A' minimum 150 mm
6. Pipe Culverts - Entrances: Minimum 450 mm dia.  
and 8 m length, C.S.P.  
- Road Crossing: Minimum 600 mm dia.  
C.S.P.

Notwithstanding the above, where, in the opinion of the Corporation's Engineer it is advisable to do so, the standard cross-section may be varied.

All roadways within the subdivision shall be serviced with a hydro distribution system in accordance with Ontario Hydro specifications and the approval of the Municipality. A street lighting system shall be installed in accordance with Ontario Hydro specifications and the approval of the Municipality. As a minimum, street lighting should consist of 100 watt high pressure sodium luminaires on approved poles at a 60 metre spacing.

The Owner shall install all street and traffic control signs in the subdivision in accordance with Municipal specifications.

In addition to the work required within the Plan of Subdivision, the Owner shall construct the following services outside the plan:

- i) Installation of a temporary turning circle immediately east of Block 65, as per Drawing No. 1302-302 by Higgins Engineering Limited.

All of the foregoing to be constructed and installed in accordance with the detailed design plans for the work as prepared by the Owner, approved by the Municipality and its Engineer, and on file with the Clerk of the Municipality.

The reconstruction of Palmer Street as per drawing no. 1302-309 by Higgins Engineering Limited is mutually agreed to be deferred pending the determination of the extent of municipal participation, if any, in the reconstruction of the said Palmer Street. It is agreed that an Inhibiting Order shall be placed upon all lots directly access Palmer Street until such time as the foregoing determination has been made.



SCHEDULE "C"

## Lands to be Conveyed and Easements

1. The Owner covenants and agrees to deliver the .3 meter reserves, being Block 60 and Block 61, to the Corporation of the County of Victoria, free and clear of all encumbrances.
2. The Owner further covenants and agrees to deliver a road-widening strip being Block 63 and .3 meter reserves being Block 64 and 65 to the Municipality free and clear of all encumbrances.
3. The Owner covenants and agrees to deliver the following easements for drainage purposes free and clear of all encumbrances to the Municipality:
  - (a) an easement nine (9) metres wide along eastern limit of Lot No 5
  - (b) an easement, approximately 12 metres x 25 metres straddling the boundary of Lots Nos. 5 and 6
  - (c) an easement nine (9) metres wide along eastern limit of Lot No. 9
  - (d) an easement, approximately 20 metres x 25 metres straddling the boundary of Lot Nos. 9 and 10
  - (e) an easement nine (9) metres wide adjacent to the wester boundaries on Lot Nos. 51 and 52
  - (f) an easement nine (9) metres wide adjacent to the eastern boundary of Block 62.

The Owner covenants and agrees to have a reference plan(s) prepared by a qualified Ontario Land Surveyor at his sole and only expense to illustrate the foregoing easements.

4. The Owner further covenants and agrees to deliver a turning circle free and clear of all encumbrances to the Township at the end of Rustlewood Avenue as established by the registered plan herein. The turning circle shall be at the north east end of Rustlewood Avenue and in the vicinity of the eastern lot line of Lot 15 herein. A reference plan illustrating the turning circle together with a .3 metre reserve shall be prepared by a qualified Ontario Land Surveyor at the sole and only expense of the Owner to illustrate the requisite turning circle.

SCHEDULE "D"

Estimated Cost of Works

The Owner shall be responsible for providing cost estimates to the Municipal Engineer for each and every phase of the development herein. The Municipal Engineer shall then either accept or amend the cost estimates in his sole discretion.

Any security to be posted by the Owner to ensure completion of each phase shall then be in the amount established by the Municipal Engineer.

SCHEDULE "E"

Lot and Block Restrictions

Note: See Section 43 of this agreement for special provisions.

SCHEDULE "F"

## Payments to the Municipality by the Owner

1. The Owner shall pay to the Municipality all applicable development charges at the time that an application for building permit is filed. The development charge shall be paid on a lot by lot basis at the time that an application for a building permit is submitted to the Municipality.
2. Upon the roads within the plan being assumed into the Township Road System as a public highway, the applicant for a building permit shall file a security deposit in the amount of ONE THOUSAND, FIVE HUNDRED --- (\$1,500.00) --- dollars with the Municipality as a condition precedent to obtaining said permit.

SCHEDULE "G"

Land Use and Phasing

The within plan may be developed in multiple phases as may be mutually agreed upon by the developer and the Municipality . The land use shall be for public service/residential purposes, with one commercial block.

SCHEDULE "H"

Municipality's participation in financing

Nil.

SCHEDULE "I"

## Form of Letter of Credit

TO: The Corporation of the KEYBOARD()

We hereby authorize you to draw on KEYBOARD(), for account of our customer, KEYBOARD() up to an aggregate amount of KEYBOARD() (\$KEYBOARD()) available by drafts at sight as follows:

Pursuant to the request of our customer, the said KEYBOARD(), we the KEYBOARD() hereby establish and give to you this unconditional irrevocable Letter of Credit in your favour in the total amount of KEYBOARD() (\$KEYBOARD()) which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer.

Provided, however, that you are to deliver to the KEYBOARD(), at such time as a written demand for payment is made upon us a certificate signed by your Clerk or Deputy Clerk agreeing and/or confirming that monies drawn pursuant to this Letter of Credit are to be used to perform any outstanding obligations of our said customer to you or to ensure that any outstanding obligations of our said customer to you are performed.

The amount of this Letter of Credit shall be reduced from time to time as advised by notice in writing given to us by you from time to time.

This Letter of Credit will continue up to KEYBOARD() and will expire at the close of business on that date and you may call for payment of the full amount outstanding under this Letter of Credit at any time prior to the close of business on that date should this Letter of Credit not be renewed.

We agree to advise you thirty (30) days before as to whether this Letter of Credit has been or will be renewed by us and if we fail to do so then this Letter of Credit shall be deemed to be automatically renewed for a further year and so on from year to year thereafter.

Partial Drawings hereunder are permitted.

Drafts must be drawn and negotiated not later than close of business on the expiry date or renewed expiry date hereunder as the case may be.

The Drafts drawn under this Letter of Credit are to be endorsed herein and shall state on their face that they are drawn under the KEYBOARD(), Letter of Credit No. KEYBOARD(), dated KEYBOARD().

For: KEYBOARD()

CITY OF KAWARTHA LAKES  
SUBDIVISION AMENDING AGREEMENT

THIS AGREEMENT made in quintuplicate this \_\_\_\_ day of \_\_\_\_\_, FILE NO. D05-31-015  
2017.

BETWEEN:

**WOODLAND HILLS COMMUNITY INC., and  
WATERSMEET CORPORATION,**

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** the Owner and The Corporation of the Township of Manvers, predecessor to the City, entered into a Subdivision Agreement dated the 10<sup>th</sup> day of October 2000 (the "Agreement");

**AND WHEREAS** the Agreement was registered as Instrument No. LT12714 on title to those lands legally identified by PIN: 63265-0417 (LT) on the 21<sup>st</sup> day of December, 2000;

**AND WHEREAS** section 40.1 of the Agreement provided that its terms, obligations and conditions remained in full force and effect for a period of fifteen (15) years from the date of execution;

**AND WHEREAS** the Owner and the City wish to amend the Agreement in order to extend the term of such enforceability.

**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. The Agreement is hereby amended to be read as if Section 40.1 did not appear and it is hereby deleted.
2. In all other respects the Agreement shall continue in full force and effect.
3. This Amending Agreement shall be binding upon and ensure to the benefit of both parties hereto and their respective heirs, estate trustees, successors and assigns.



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**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

*We have the authority to bind the Corporation*

**WOODLAND HILLS COMMUNITY INC.**

\_\_\_\_\_  
Name: Donald Kerr  
Title: President

*I have the authority to bind the Corporation.*

**WATERSMEET CORPORATION**

\_\_\_\_\_  
Name: Donald Kerr  
Title: President

*I have the authority to bind the Corporation.*

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

**Planning Committee Report**

**Report Number ENG2017-025**

---

**Date:** November 8<sup>th</sup>, 2017

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

**Place:** Council Chambers

---

**Ward Community Identifier:**

**Subject:** Assumption Report for Morningside Subdivision – Phase 1,  
Geographic Town of Lindsay, City of Kawartha Lakes

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

---

**Recommendation(s):**

**RESOLVED THAT** Report ENG2017-025, “Assumption Report for Morningside Subdivision – Phase 1, Geographic Town of Lindsay, City of Kawartha Lakes”, be received;

**THAT** the Assumption of Morningside Subdivision – Phase 1, Geographic Town of Lindsay, City of Kawartha Lakes, be approved;

**THAT** an Assumption By-Law, substantially in the form attached as Appendix ‘A’ to Report ENG2017-025 be approved and adopted by Council; and

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

**Department Head:**

---

**Legal / Other:**

---

**Chief Administrative Officer:**

---

## **Background:**

The City of Kawartha Lakes entered into a Subdivision Agreement with 2074161 Ontario Limited for the subdivision known as Morningside Subdivision – Phase 1, in Lindsay in May 2009. Further to a request from Mr. Ray Abraham, President of 2074161 Ontario Limited, the Engineering & Corporate Assets Department is recommending formal assumption of the roads within Phase 1 of Morningside Subdivision.

The servicing and the final lift of asphalt for the development were completed and inspected to the satisfaction of the Engineering Division, and security releases have occurred. A formal by-law is required for formal assumption.

The placement of top course asphalt and final repairs is subject to a minimum one year maintenance period in accordance with the registered Subdivision Agreement. The top course was placed in September 2016 and repairs were conducted in November. Therefore, the maintenance period ends this month, November 2017 and in accordance with the registered Subdivision Agreement, all public services are eligible for assumption.

The Morningside Subdivision – Phase 1 included the construction of Dobson Street, Kyle Court, Truax Street, and Gunsolus Street to full urban standards with all urban services.

The City, pursuant to the Subdivision Agreement, is now obliged to assume the roads shown as Dobson Street, Plan 57M-787, PIN: 63232-0002(LT), Kyle Court, Plan 57M-787, PIN: 63238-0296(LT), Truax Street, Plan 57M-787, PIN: 63238-9503(LT), Truax Street Stub, Plan 57M-787, PIN: 63239-8502(LT), Gunsolus Road, Plan 57M-787, PIN: 63238-9505(LT), and Gunsolus Street Stub, Plan 57M-787, PIN: 63238-9504(LT). A copy of Plan 57M-787 has been attached as Appendix 'B'.

## **Rationale:**

The services in this development have been constructed and installed according to the plans and specifications as outlined in the Subdivision Agreement. Staff carried out inspections of this subdivision. To date, all deficiencies have been corrected, and the road is now in a condition to be assumed. The Owner has requested assumption of the Public Services. The Engineer has certified the Public Services and grading.

## **Other Alternatives Considered:**

Council could decide not to proceed with assumption of the roads identified; however, this would not be consistent with our commitment through the Subdivision Agreements previously supported and is therefore, not recommended or supported by staff.

## **Financial Considerations:**

The security for this subdivision has been reduced in compliance with the previous statutory declarations and works completed to date as per the registered subdivision agreement. Currently, the City holds \$16,000.00 in security which will remain with the City until receipt of a statutory declaration that confirms the completion of the 45 day notification in the Commercial News as per the Construction Lien Act. The City will release the remaining security upon confirmation that all of the parties who have completed the recent repairs have been paid.

Upon assumption of the Subdivision, the City will be responsible for the general maintenance of the streets and services (in addition to services already provided), and associated funds will need to be allocated in future budgets.

## **Relationship of Recommendation(s) To Strategy Map:**

The City's Strategy Map outlines Council's Vision of a Community Pursuing Prosperity, Quality of Life and a Healthy Environment. This application aligns with the prosperity priorities in that new residents will be attracted to the City with the development of housing options that have connectivity to retail services and parks and open space.

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

The Subdivision has been completed to the City's standards at the time of execution of the Agreement and to the accessibility standards required at the time of implementation of the sidewalk completion following the Ontario Provincial Standard updates (i.e. tactile plates).

## **Servicing Comments:**

The Subdivision has been serviced in accordance with the approved design. This Subdivision consists of approximately 302.5 metres of 300 mm diameter PVC watermain, 561.5 metres of 150 mm diameter PVC watermain, 755 metres of

200 mm diameter PVC sanitary sewer, 214.4 metres of 675 mm diameter concrete storm sewer, 148 metres of 600 mm diameter concrete storm sewer, 112 metres of 450 mm diameter concrete storm sewer, 62.6 metres of 375 mm diameter PVC storm sewer, 182 metres of 300 mm diameter PVC storm sewer, 36 metres of 250 mm diameter PVC storm sewer, and approximately 430 metres of asphalt road.

## Consultations:

Building Division  
City Solicitor  
Finance Division  
Parks, Recreation and Culture Division  
Public Works Department

## Attachments:

Appendix 'A' - Draft Assumption By-Law



2017 - Draft By-Law  
to Assume Dobson Str

Appendix 'B' - Plan 57M-787 – Plan of Subdivision, Morningside Subdivision –  
Phase 1



57M-787 Morningside  
Phase 1.pdf

Appendix 'C' – Assumption Request



20171017 Assumption  
Request Morningside f

---

**Phone: (705)324-9411 Extension. 1152, 1-888-822-2225 Extension 1152**

**E-Mail: [csisson@city.kawarthalakes.on.ca](mailto:csisson@city.kawarthalakes.on.ca)**

**Department Head: Juan Rojas, Director of Engineering & Corporate Assets**  
**Department File: D05-18-041**

## The Corporation of the City of Kawartha Lakes

### By-law 2017 - \_\_\_\_

**A By-law to Assume Dobson Street, Plan 57M-787 (PIN: 63232-0002(LT))  
Kyle Court, Plan 57M-787 (PIN 63238-0296(LT)), Truax Street, Plan 57M-787  
(PIN: 63238-9503(LT)), and Gunsolus Street, Plan 57M-787 (PIN: 63238-  
9504(LT)) Geographic Town of Lindsay, The Corporation of the City of  
Kawartha Lakes**

### Recitals

1. Subsection 31(4) of the *Municipal Act, 2001* authorizes Council to assume unopened road allowances or road allowances shown on registered plans of subdivision for public use, by by-law.
2. Council now deems it desirable to assume Dobson Street, Kyle Court, Truax Street, and Gunsolus Street, Plan 57M-787, Geographic Town of Lindsay, the Corporation of the City of Kawartha Lakes as public highways in the City of Kawartha Lakes.

**Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2017-\_\_\_\_.**

### Section 1.00: Definitions and Interpretation

- 1.01 **Definitions:** In this by-law,

“**City**”, “**City of Kawartha Lakes**” or “**Kawartha Lakes**” means The Corporation of the City of Kawartha Lakes.

“**City Clerk**” means the person appointed by Council to carry out the duties of the clerk described in section 228 of the *Municipal Act, 2001*;

“**Council**” or “**City Council**” means the municipal council for the City.

- 1.02 **Interpretation Rules:**

(a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

(b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, which are applicable within the Province of Ontario.

- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

### Section 2.00: Assumption of Services

- 2.01 **Assumption:** The following highways are assumed by the City:

- a) The roads known as Dobson Street, Kyle Court, Truax Street, and Gunsolus Street, Plan 57M-787, Geographic Town of Lindsay, City of Kawartha Lakes.

**Section 3.00:     Effective Date**

3.01    **Effective Date**: This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this \_\_\_\_ day of \_\_\_\_\_,  
2017.

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

\_\_\_\_\_  
Ron Taylor, Acting City Clerk



METRIC  
DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE  
CONVERTED TO FEET BY DIVIDING BY 0.3048.

PLAN 57M-787

I certify that this Plan is registered  
in the Land Registry Office for  
the Land Titles Division of Victoria No. 57  
at 11:13 o'clock on the  
11 day of June, 2009  
and entered in the Parcel Register for  
Property Identifier 63238-0217; 63232-0197  
the required consents are registered  
as Plan Document No. K125226

"BRENDA HARTIN, DEP."  
Land Registrar

This plan comprises of Part of Pin 63238-0217(LT)  
and Part of Pin 63232-0197(LT).

PLAN OF SUBDIVISION OF  
PART OF PARK LOTS J, K, T, AND C<sup>2</sup>  
AND  
PART OF DEANE STREET  
REGISTERED PLAN No. 8P  
CITY OF KAWARTHA LAKES

Scale 1: 750  
COE, FISHER, CAMERON  
ONTARIO LAND SURVEYORS

LEGEND:

Bearings are astronomic and are referred to the westerly limit of Brock Street as shown on  
Plan 57R-6369 having a bearing of N18°05'W.

- Planted Survey Monument
- Found Survey Monument

SIB - Standard iron bar  
SSIB - Short standard iron bar  
IB - Iron bar  
Fence  
(902) - Coe, Fisher, Cameron, O.L.S.  
(1183) - H.F. Grander, O.L.S.  
(JDB) - J.D. Barnes, O.L.S.  
Note: All set bars are Iron Bars unless shown otherwise

OWNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT:

- Lots 1 to 64, both inclusive, Blocks 65 and 66, and the reserves namely blocks 67 to 72  
both inclusive, and the streets namely Kyle Court, Truax Street, Gunsolus Road,  
and Dobson Street have been laid out in accordance with my instructions.

- The streets namely Truax Street, Gunsolus Road, Kyle Court and  
Dobson Street are hereby dedicated as public highway to the Corporation of The City of  
Kawartha Lakes.

Dated the 19<sup>th</sup> Day of MAY, 2009.

2074161 ONTARIO LIMITED

RAY ABRAHAM

I have authority to bind the Corporation

Approved under section 51 of the Planning Act, R.S.O. 1990 C.P. 13,  
This 2<sup>nd</sup> Day of May, 2009.

Director of Development Services  
City of Kawartha Lakes

SURVEYOR'S CERTIFICATE:

- This survey and plan are correct and in accordance with The Surveys Act, The  
Surveyors Act and The Land Titles Act and the regulations made under them.
- The survey was completed on the 15th day of May, 2009.

Dated: May 19, 2009

GERALD G. HICKSON  
ONTARIO LAND SURVEYOR

COE, FISHER, CAMERON  
ONTARIO LAND SURVEYORS  
257 KENT STREET WEST  
LINDSAY, ONTARIO PH. 324-4152

DRAWN BY: R.A.H.  
CHECKED BY: G.G.H.

LOT/BLK	CURVE	TABLE	CHORD	BEARING
4	16.30	7.56	7.49	N30°51'40"W
5A	16.30	9.13	9.01	N60°11'15"W
5B	16.30	16.04	15.53	N51°08'00"W
6	18.30	17.58	16.91	N1°29'40"E
7	18.30	13.85	13.52	N50°41'25"E
8	18.30	12.25	12.02	N88°27'30"W
9	18.30	15.78	15.29	N44°35'10"W
10	18.30	0.74	0.74	N18°43'30"W
18	7.62	12.04	10.82	N27°11'40"E
19	7.62	11.90	10.73	N62°48'45"W
37	7.62	12.04	10.83	N27°11'15"E
46	7.62	11.90	10.73	N62°49'45"W
47	7.62	11.90	10.73	N62°48'45"W
56	7.62	12.04	10.82	N27°10'15"E
57	7.62	12.04	10.83	N27°11'15"E
64	7.62	11.90	10.73	N62°49'45"W
67	78.25	0.34	0.34	N39°16'25"W
70A	7.62	0.30	0.30	N71°17'34"E
70B	7.62	0.30	0.30	N73°32'58"E
71A	7.62	2.15	2.14	N64°21'20"E
71B	7.62	2.15	2.14	N80°29'11"E

CONCESSION

E1/2

LOT

18

6



October 17, 2017

**Via: Email (csisson@city.kawarthalakes.on.ca)**

Ms. Christina Sisson, P.Eng.  
City of Kawartha Lakes  
Engineering & Assets Department  
P.O. Box 9000  
12 Peel Street  
Lindsay ON K9V 5R8

Dear Ms. Sisson:

**Re: Morningside Subdivision Phase 1 - Request for Assumption  
City of Kawartha Lakes  
Project No.: 300033659.0000**

This letter is to request assumption for Phase 1 of the Morningside Subdivision. The final 1 year maintenance period for the top course asphalt expires on approximately November 14, 2017. This letter shall satisfy conditions 1(h) of the Subdivision Agreement.

A final site walk with City staff, the proponent and Burnside (Engineer of Record) was completed on Monday September 25<sup>th</sup>, 2017 to review outstanding deficiencies or new deficiencies that required attention. The proponent confirms that all minor deficiencies as attached are completed.

A certificate regarding stormwater management facilities has been attached to satisfy condition 1(i), subsection 1) of the agreement. Please note as required for Phase 2/3 future construction, that the proponent will continue to be responsible for sediment and erosion control on site and maintenance as required for the downstream SWM pond. The SWM maintenance is shared between participating landowners.

Please note there are no retaining walls within Phase 1 and a certificate is not required.

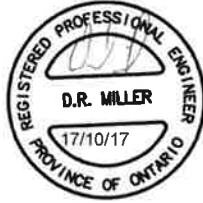
On behalf of the proponent we respectfully request Phase 1 of the development move towards the Assumption By-law proceedings.

The proponent has submitted Form 6 to the Daily Commercial News (DCN) and it was published on October 11, 2017. The 45 day window will expire on approximately November 29<sup>th</sup>, 2017. The proponent will then submit the Statutory Declaration pending no claims.

We will continue to work with 2074161 Ontario Limited to ensure all conditions are satisfied. Should you have any further questions please do not hesitate to call.

Yours truly,

**R.J. Burnside & Associates Limited**



Daniel R. Miller, P.Eng.  
Senior Project Manager  
DRM:

Enclosure(s)      Final Deficiencies List  
                         Stormwater Management Certificate

cc:      Ray Abraham, 2074161 Ontario Limited (enc.) (Via: Email)

Other than by the addressee, copying or distribution of this document, in whole or in part, is not permitted without the express written consent of R.J. Burnside & Associates Limited.

033659\_Letter\_Sisson\_Assumption Request 171003.docx  
17/10/2017 12:00 PM

## Dan Miller

---

**From:** Ray Abraham <rayabraham01@gmail.com>  
**Sent:** Wednesday, October 04, 2017 8:32 AM  
**To:** Dan Miller; Jason Peters  
**Subject:** Morningside SD-Completed Items

Hi Dan and Jason,

I am writing to you to confirm the following:

- 1) The CB on Logie Street -the deficiency has been completely fixed
- 2) The cleaning of the double CB at the beginning of Dobson St. has been completed
- 3) 52 Truax and 48 Truax were advised in writing that they must remove the interlocking on the boulevard areas. Christina Sisson was copied on these emails.
- 4) The broken sidewalk at the end of Truax has been fixed.

There are no further outstanding items. We would like to move forward with publishing in the DCN. Please send me the Form 6 required so I can proceed.

Thanks  
Ray

Ray Abraham  
Julianna Homes  
416-823-4930



October 17, 2017

**Via: Email (csisson@city.kawarthalakes.on.ca)**

Ms. Christina Sisson, P.Eng.  
City of Kawartha Lakes  
Engineering & Assets Department  
P.O. Box 9000  
12 Peel Street  
Lindsay ON K9V 5R8

Dear Ms. Sisson:

**Re: Morningside Subdivision Phase 1 - SWM Certificate  
City of Kawartha Lakes  
Project No.: 300033659.0000**

This letter shall satisfy conditions 1(i)(1) of the Subdivision Agreement: A certificate regarding functionality of the stormwater management facility (SWMF) servicing the subject lands. The Logie Street SWMF that services this property and others was certified as cleaned and constructed per the design requirements on August 6, 2013 (copy attached). This SWMF continues to function to service Phase 1 of the subject development. It is understood that development of Phases 2 and 3 of the subject development will require that the pond is inspected and cleaned a major development milestones.

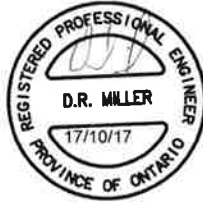
The proponent will continue to be responsible for sediment and erosion control on site and maintenance as required during construction of Phases 2 and 3, and for the downstream SWM facilities. The SWM maintenance is shared between participating landowners.

The FSR report in support of Phases 2 and 3 of the subject lands has text included as Section 9.3 providing suggested maintenance schedule, cost sharing, and need to secure LCs in future phases of both developments to ensure clean out of sediment. This will incentivize the developers (Bromont and Morningside) and their Engineers to mitigate erosion at source to avoid a costly pond clean out. A dollar value per meter cube of sediment has been included for reference from 2016 tendered works. A copy of the excerpt (Section 9.3) has been attached.

Should you have any further questions please do not hesitate to call.

Yours truly,

**R.J. Burnside & Associates Limited**



Daniel R. Miller, P.Eng  
Senior Project Manager  
DRM:jm

Enclosure(s)      Excerpt 9.3  
Stormwater Management Certificate

cc:      Ray Abraham, 2074161 Ontario Limited (enc.) (Via: Email)

Other than by the addressee, copying or distribution of this document, in whole or in part, is not permitted without the express written consent of R.J. Burnside & Associates Limited.

033659\_Letter\_Sisson\_Assumption Request 171003.docx  
11/10/2017 11:22 AM

### 9.3 Logie Street SWM Pond Maintenance

As noted under the Erosion and Sediment Control measures, all efforts to mitigate sediment migrating off-site to the Logie Street SWM pond will be implemented during the construction of future Phases 2, 3 and 4. However, there will always be some sediment that inherently leaves the site via the storm sewer system. With other developments in construction to the south (specifically Bromont Development) that also discharge to the Logie Street pond, it will be somewhat challenging to know if one development over the other is contributing more sediment.

It is suggested that the Logie Street pond should be inspected and sediment depth measured at the following intervals:

- Prior to mobilization of Phase 2 for the Morningside Development. At the same time other construction activities to the south should be reviewed to assist in determining a best efforts cost sharing with other tributary area land owners based on active land exposure areas (disturbed areas).
- At the completion of base asphalt and stabilization of the site.
- At the completion of top asphalt prior to maintenance period.
- This would repeat for Phases 3 and 4 etc.

The sediment volume accumulated during this period can then be assessed at \$/m<sup>3</sup> of removal and letter of credit funds can be provided/established for potential clean out. Current sediment removal and disposal pricing is approximately \$56 to \$64 per m<sup>3</sup>. The City should work with the developers (Morningside and Bromont) to establish through draft plan conditions and subdivision agreements the mechanisms for cost sharing and clean out requirements.



BURNSIDE

| THE DIFFERENCE IS OUR PEOPLE |

August 6, 2013

**Via: Email (rayabraham@hotmail.com)**

Ray Abraham  
Matanda Homes  
31 Brimwood Crescent  
Richmond Hill, ON L4B 4B6

Dear Mr. Abraham:

**Re: Logie Street SWM Pond Certification  
Morningside and Country Club Estates Developments  
File No.: 300032632.0000**

R.J. Burnside & Associates Limited (Burnside) was retained to review the as-built stormwater management pond grading, volumes compared with the MOE Certificate of Approval (9414-7EET34) issued for the Logie Street SWM pond located near George Street. This pond provides stormwater management control for the Morningside Development and the Country Club Estates Development.

Burnside reviewed the as-built volumes (surveyed by a 3rd party surveyor) in late fall 2012. Burnside provided Mr. Abraham with the required grading and pond clean out to meet the volume requirements per the design and MOE approval in the Winter of 2013. Following the reshaping of the pond and clean out, Burnside attended a site visit and provided a detailed review of the final as-built volumes (July 2013) using Civil 3D software to confirm these volumes were met. Burnside certifies the final as-built survey volumes and grading meets the volume requirements per the MOE C of A.

The design volumes required in the MOE Certificate of Approval (C of A) and as-built volumes are confirmed as:

- Permanent Pool = 3,033 m<sup>3</sup>. As-built volume of 3,305 m<sup>3</sup>.
- Active Storage = 3,531 m<sup>3</sup> or total volume of 6,564 m<sup>3</sup>. Total as-built volume is over 6,600 m<sup>3</sup>.

We trust this meets your requirements.

Yours truly,

**R.J. Burnside & Associates Limited**

Dan Miller, P.Eng.  
Engineering Manager

130806 SWM Pond Certification\_032632  
07/08/2013 8:33:00 AM