

The Corporation of the City of Kawartha Lakes

Agenda

Planning Advisory Committee Meeting

PC2024-13

Wednesday, November 27, 2024

1:00 P.M.

Council Chambers

City Hall

26 Francis Street, Lindsay, Ontario K9V 5R8

Members:

Mayor Doug Elmslie

Councillor Ron Ashmore

Councillor Tracy Richardson

Councillor Pat Warren

Mike Barkwell

Patrick O'Reilly

Andrew Veale

Jason Willock

Accessible formats and communication supports are available upon request. The City of Kawartha Lakes is committed to accessibility for persons with disabilities. Please contact AgendaItems@kawarthalakes.ca if you have an accessible accommodation request.

To speak to a "**Public Meeting Report**" on this agenda either attend the meeting in person, or participate via Zoom by emailing agendaitems@kawarthalakes.ca and reference the report number in your email **by Wednesday, November 27, 2024, 2024 at 12:00 p.m.** To speak to a "**Regular and Returned Report**", you must submit a completed [deputation request form](#) **by Monday, November 25, 2024 at 12:00 p.m.** After we receive your request, you will receive instruction from staff on how to participate either by Zoom or in person at the meeting. Anyone may provide written comments on each application by email to clerks@kawarthalakes.ca.

Limited seating in Council Chambers is available in Council Chambers for in person attendance. Contact the City Clerk's Office at clerks@kawarthalakes.ca or 705-324-9411 ext. 1266 to confirm space, or to request links to participate electronically. Alternatively, access the meeting livestream on the Kawartha Lakes YouTube Channel at <https://www.youtube.com/c/CityofKawarthaLakes> .

1.	Call to Order and Adoption of Agenda	
2.	Declarations of Pecuniary Interest	
3.	Public Meeting Reports	
3.1	PLAN2024-066	7 - 19
	Application to Amend the Township of Ops Zoning By-law 93-30 at 77 Kawartha Lakes Road 36, Lindsay - Tyler Julio Sarti Caldeira, Urban Planner, Dillon Consulting Limited on behalf of the City of Kawartha Lakes	
3.1.1	Public Meeting	
3.1.2	Business Arising from the Public Meeting	
	That Report PLAN2024-066, Application to Amend the Township of Ops Zoning By-law 93-30 at 77 Kawartha Lakes Road 36, Lindsay - Tyler, be received;	
	That a Zoning By-law Amendment respecting application D06-2024-019, substantially in the form attached as Appendix D to Report PLAN2024-066, be approved and adopted by Council; and	
	That the Mayor and Clerk be authorized to execute the documents required by the approval of this application.	
3.2	PLAN2024-067	20 - 29
	Application to Amend the Town of Lindsay Zoning By-law 2000-75 at 370 Kent Street West, Lindsay - 1193017 Ontario Inc. Timothy Gouveia, Urban Planner, Dillon Consulting Limited on behalf of the City of Kawartha Lakes	
3.2.1	Public Meeting	
3.2.2	Business Arising from the Public Meeting	
	That Report PLAN2024-067, Application to Amend the Town of Lindsay Zoning By-law 2000-75 at 370 Kent Street West, Lindsay - 1193017 Ontario Inc. be received for information.	
4.	Deputations	

- 5. **Correspondence**
- 6. **Regular and Returned Reports**
- 6.1 **PLAN2024-064** 30 - 40

Application to Amend the Town of Lindsay Zoning By-law 2000-75 at 203, 207, and 213 Kawartha Lakes Road 36, Lindsay - Ashmere Lindsay Developments
 Matt Alexander, MCIP, RPP, WSP Canada Inc., on behalf of the City of Kawartha Lakes

That Report PLAN2024-064, Application to Amend the Town of Lindsay Zoning By-law 2000-75 at 203, 207, and 213 Kawartha Lakes Road 36, Lindsay - Ashmere Lindsay Developments, be received;

That a Zoning By-law Amendment, respecting application D06-2024-001 substantially in the form attached as Appendix D to Report PLAN2024-064, be approved and adopted by Council; and

That the Mayor and Clerk be authorized to execute the documents required by the approval of this application.
- 6.2 **PLAN2024-065** 41 - 53

Application to Amend the Town of Lindsay Zoning By-law 2000-75 at 61 and 75 Logie Street, Lindsay - Kemp and Sweeney
 Matt Alexander, MCIP, RPP, WSP Canada Inc., on behalf of the City of Kawartha Lakes

That Report PLAN2024-065, Application to Amend the Town of Lindsay Zoning By-law 2000-75 at 61 and 75 Logie Street, Lindsay - Kemp and Sweeney, be received;

That a Zoning By-law Amendment, respecting application D06-2023-015, substantially in the form attached as Appendix D to Report PLAN2024-065, be approved and adopted by Council; and

That the Mayor and Clerk be authorized to execute the documents required by the approval of this application.
- 6.3 **PLAN2024-070** 54 - 114

Request to Enter into Subdivision Agreement for Walden Farm Plan of Subdivision 16T-16501
 Leah Barrie, Director of Development Services

That Report PLAN2024-070, Request to Enter into Subdivision Agreement for Walden Farm Plan of Subdivision 16T-16501, be received for information;

That the Subdivision Agreement substantially in the form attached in Appendix C to Report PLAN2024-070, Request to Enter into Subdivision Agreement for Walden Farm Plan of Subdivision 16T-16501, be endorsed by Council; and

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

6.4 **ENG2024-029** **115 - 120**

2024 Registered Subdivisions Status Update
Christina Sisson, Manager of Development Engineering

That Report ENG2024-029, **2024 Registered Subdivisions Status Update,** be received;

That Staff be directed to provide annual updates for continued communication, housing target tracking, process improvement and to support the development community.

6.5 **ENG2024-030** **121 - 191**

2025 Subdivision Agreement Template Update
Christina Sisson, Manager of Development Engineering

That Report ENG2024-030, **2025 Subdivision Agreement Template Update,** be received;

That the City's subdivision agreement and cost estimate schedule templates be updated and amended, as outlined in Appendix A and B, respectively, to Report ENG2024-030; and

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

6.6 **ENG2024-031** **192 - 207**

Update to Development Application Approvals Process (DAAP) Fee for Subdivisions
Christina Sisson, Manager of Development Engineering

That Report ENG2024-031, Update to Development Application Approvals Process (DAAP) Fee for Subdivisions, be received;

That the City's Development Application Approvals Process (DAAP) Fee be increased to 6.0% for subdivisions;

That the City's cost estimate schedule template for subdivisions be updated and amended for 2025, as outlined in Appendix 'A', to Report ENG2024-031; and

That the City continue to review the DAAP fee every two years to ensure the fee is fair and in line with the costs of engineering review and project management by the City.

6.7

ENG2024-032

208 - 215

**Assumption of Arizona Heights Subdivision, Phase One, Bobcaygeon
Christina Sisson, Manager of Development Engineering**

That Report ENG2024-032, Assumption of Arizona Heights Subdivision, Phase One, Bobcaygeon, be received;

That the Assumption of Arizona Heights Subdivision, Phase One, Geographic Village of Bobcaygeon, City of Kawartha Lakes, be approved;

That an Assumption By-Law, substantially in the form attached as Appendix 'A' to Report ENG2024-032 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.

6.8

ENG2024-033

216 - 239

**2025 Update to Pre-Servicing of Subdivision Lands Policy Number:
CP2018-009
Christina Sisson, Manager of Development Engineering**

That Report ENG2024-033, **2025 Pre-Servicing Agreement Template Update**, be received;

That the proposed updates to the current policy, substantially in the form attached as Appendix 'A', to Report ENG2024-033 be approved by Council and placed in the Policy Manual in the new City format;

That the proposed template of the Pre-Servicing Agreement, substantially in the form attached as Appendix 'B', to Report ENG2024-033 be approved by Council; and

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

7. Adjournment



Planning Advisory Committee Report

Report Number:	PLAN2024-066
Meeting Date:	November 27, 2024
Title:	Zoning By-law Amendment, 77 County Road 36 (Part of E1/2 Lot 17, Concession 6, Former Township of Ops), Gavin Tyler
Description:	Rezone portions of the Subject Land from the 'Agricultural (A)' Zone to a site-specific 'Agricultural Exception 23 (A-23)' Zone, in order to facilitate a severance, to address minimum lot area requirements, and to prohibit residential development
Type of Report:	Public Meeting
Author and Title:	Julio Sarti Caldeira, Urban Planner, Dillon Consulting Limited on behalf of the City of Kawartha Lakes

Recommendation(s):

That Report PLAN2024-066, Zoning By-law Amendment, 77 County Road 36 (Part of E1/2 Lot 17, Concession 6, Former Township of Ops), Gavin Tyler, be received;

That a Zoning By-law Amendment respecting application D06-2024-019, substantially in the form attached as Appendix D to Report PLAN2024-066, be approved and adopted by Council; and

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

Department Head: _____

Legal/Other: _____

Chief Administrative Officer: _____

Background:

Owner:	Gavin Tyler
Applicant:	Gavin Tyler
Legal Description:	Part of E 1/2 Lot 17, Concession 6, Township of Ops, City of Kawartha Lakes, municipally known as 77 County Road 36
Official Plan:	'Prime Agricultural' and 'Environmental Protection' in Schedule 'A-2' of the City of Kawartha Lakes Official Plan
Zoning By-law:	'Agricultural (A)' Zone ('Schedule A') in the Township of Ops Zoning By-Law 93-30
Area:	Total Area of Subject Land: 13.62 ha. (33.67 ac.) Total Area of proposed Retained Lands: 12.99 ha. (32.11 ac.) Total Area of proposed Severed Lands: 0.63 ha. (1.56 ac.)
Servicing:	Private individual well, private individual septic tank, ditches
Access:	Municipal – Arterial (County Road 36)
Existing Uses:	Agricultural
Adjacent Uses:	North: Residential, Agricultural East: Agricultural South: Agricultural West: Trail, Golf Course

The applicant is seeking to sever approximately 0.63 ha (Severed Land) used for the purposes of a surplus farm dwelling from the Subject Land. As a condition of consent approval for the severance of a surplus farm dwelling under File No. D03-2024-010, an amendment to the Township of Ops Zoning By-law 93-30 is required to rezone the Retained Land (approximately 12.99 ha.) from the 'Agricultural (A)' Zone to a site-specific 'Agricultural Exception 23 (A-23)' Zone to address the minimum lot area deficiency and prohibit residential development on the Retained Land.

Rationale:

Through the consent application process for the lot severance, a Zoning By-Law Amendment application is required to rezone the proposed Retained Land to an 'Agricultural Exception 23 (A-23)' Zone. This amendment would prohibit future residential development while preserving the agricultural use and protecting the existing natural features, including the watercourse, identified on the Retained Land. The amendment would also recognize the existing lot size deficiency of the undersized farm lot. The Severed Land will remain as an 'Agricultural (A)' Zone, as it complies with the provisions of the Township of Ops Zoning By-law.

Policy Conformity

Provincial Planning Statement 2024 (PPS 2024)

The PPS 2024 provides a policy framework for land use planning within the Province of Ontario. The 'Subject Lands' are serviced by a private well and septic system, are within the Kawartha Conservation (KRCA) Regulated Area and lie in prime agricultural areas.

Under Section 4.3.2 of the PPS, in prime agricultural areas, all types, sizes and intensities of agricultural uses and normal farm practices shall be promoted and protected. As per Policy 4.3.3.1(c), when a surplus dwelling results from farm consolidation, a new residential lot may be created provided it is limited to a minimum size needed to accommodate the use and an appropriate sewage and water service, and no new homes are permitted on the retained agricultural land. In this case, no new development is being proposed. The existing residential dwelling will remain, and the Zoning By-law Amendment seeks to align the land use with PPS policies by prohibiting future residential development on the remaining agricultural parcel. This amendment supports the protection of farmland by preventing fragmentation and maintaining its long-term agricultural viability.

The Zoning By-law Amendment proposes to rezone the Retained Land to an 'Agricultural Exception 23 (A-23)' Zone, aligning with the PPS to protect agricultural resources.

City of Kawartha Lakes Official Plan (2012)

The Subject Land is designated 'Prime Agricultural' and 'Environmental Protection' according to Schedule A-3 of the City of Kawartha Lakes Official Plan (CKLOP).

Additionally, Schedule B-3 indicates the presence of a small waterbody in the Severed Land.

In accordance with Section 15 of the CKLOP regarding the Prime Agricultural Designation, the City supports the consolidation of farms, allowing severances of surplus dwellings under certain conditions. Section 15.3.4 states that, "The City recognizes as generally desirable the consolidation of farms wherever possible. Dwellings that become surplus as a result of a consolidation of abutting farm parcels may be severed provided that:

- a) the residential lot does not exceed 1 hectare in area and is not less than 4,000 sq.m. in area;
- b) the residential lot meets the Minimum Distance Separation criteria;
- c) the dwelling is not required for farm employees; and
- d) the farm land is merged into a single lot."

As per Policy 15.3.5, "Dwellings that become surplus as a result of a consolidation of non-abutting farm parcels may be severed provided that the criteria of 15.3.4 a, b and c above are met and that the retained agricultural land be zoned to prohibit any residential use."

The proposed severance meets these conditions, as the proposed Severed Land is approximately 0.63 hectares in size, which is within the permitted range. The Severed Land is over 500 meters from the nearest livestock barn, and the dwelling is not needed for farm employees. Lastly, the retained farmland is to be consolidated with a non-abutting farm, which the owner also owns. Furthermore, Policy 15.3.5 specifies that when non-abutting farm parcels are consolidated, the retained agricultural land must be zoned to prohibit any new residential development, which the applicant is proposing to do.

Section 17 of the CKLOP outlines that the Environmental Protection Designation applies to areas subject to flooding, Provincially Significant Wetlands (PSW), or other physical hazards. Both the Severed Land and the Retained Land contain such designated areas aligned with the location of a watercourse, which falls under the Environmental Protection Designation. The Subject Land is within the jurisdiction of Kawartha Conservation, who recognizes that the area is within the vicinity of flooding and erosion hazards due to the presence of a watercourse but presents no concerns regarding the approval of the Zoning By-law Amendment application. Since no development is being proposed, the application conforms to the City of Kawartha Lakes Official Plan (2012).

Township of Ops Zoning By-law 93-30

The Subject Land is currently zoned 'Agricultural (A)' Zone in the Township of Ops Zoning By-law 93-30. According to the provisions of the Agricultural (A) Zone, a single detached dwelling, along with agricultural uses and accessory buildings and structures, are permitted. However, the Retained Land would be approx. 12.99 ha, which would be an undersized farm parcel, as a result of the proposed surplus dwelling severance. However, the Subject Land was already an undersized agricultural lot at approx. 13.62 ha, whereas 37 hectares is required. Therefore, the Zoning By-law Amendment will recognize the lot deficiency of the Retained Land.

It is the policy of the PPS 2024 and City of Kawartha Lakes Official Plan that a retained farm parcel resulting from a surplus dwelling severance shall be merged/consolidated with an abutting farm or be zoned to prohibit future dwellings on the farm lot. Consequently, a Zoning By-Law Amendment is necessary.

Accordingly, the Retained Land will be rezoned to an 'Agricultural Exception 23 (A-23)' Zone to explicitly prohibit any residential development and address the minimum lot area deficiency, in accordance with the requirements established by Provincial and City planning policies.

Furthermore, Section 16.2 of the Township of Ops Zoning By-law 93-30 states, "Where a consent is given by the Land Division Committee to create a Residential lot, such lot may be used for a one-family house, provided that the new lot complies with the provisions of the Rural Residential (RR) Zone". The Severed Land complies entirely with the provisions of the RR Zone, and the Severed Land does not require any rezoning.

Planning Staff support the proposed Zoning By-Law Amendment as it aligns with the City's planning framework and fulfills the requirements of the consent approval process while safeguarding the environmental and agricultural integrity of the Retained Land.

Other Alternatives Considered:

No alternatives have been considered.

Alignment to Strategic Priorities:

For reference the four strategic priorities within the 2024-2027 Kawartha Lakes Strategic Plan are:

1. Healthy Environment
2. An Exceptional Quality of Life

3. A Vibrant and Growing Economy

4. Good Government

In alignment with the strategic priorities, the proposed rezoning would facilitate a lot severance that would further protect and support agricultural land and agri-business; supporting a healthy environment.

Financial/Operation Impacts:

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

Consultations:

Development Engineering – Development Engineering Division reviewed the proposal and has no objections.

Building and Septic – reviewed the proposal and has no concerns.

Ministry of Transportation - reviewed the proposal and have no comments to offer this application.

Kawartha Conservation - has reviewed the proposal with respect to natural hazards and expressed no concerns with the Zoning By-law Amendment. It was noted that the property is located completely outside of a vulnerable area for municipal drinking water system where policies apply.

Enbridge - reviewed the proposal and has no objections.

Conclusion:

The proposal represents good land use planning by facilitating the severance of a surplus farm dwelling in accordance with policies of the PPS, Kawartha Lakes Official Plan, and Township of Ops Zoning By-law 93-30.

Staff respectfully recommends that the Zoning By-law Amendment respecting application D06-2024-019, substantially in the form attached as Appendix 'D' to Report PLAN2024-066, be approved and adopted by Council.

The following attached documents may include scanned images of appendices, maps, and photographs. If you require an alternative format, please email Julio Sarti Caldeira at dillonplanning@kawarthalakes.ca

Attachments:

Appendix A – Site Mapping – Location Map

Appendix B – Aerial

Appendix C – Sketch

Appendix D – Draft Zoning By-law Amendment & Schedule



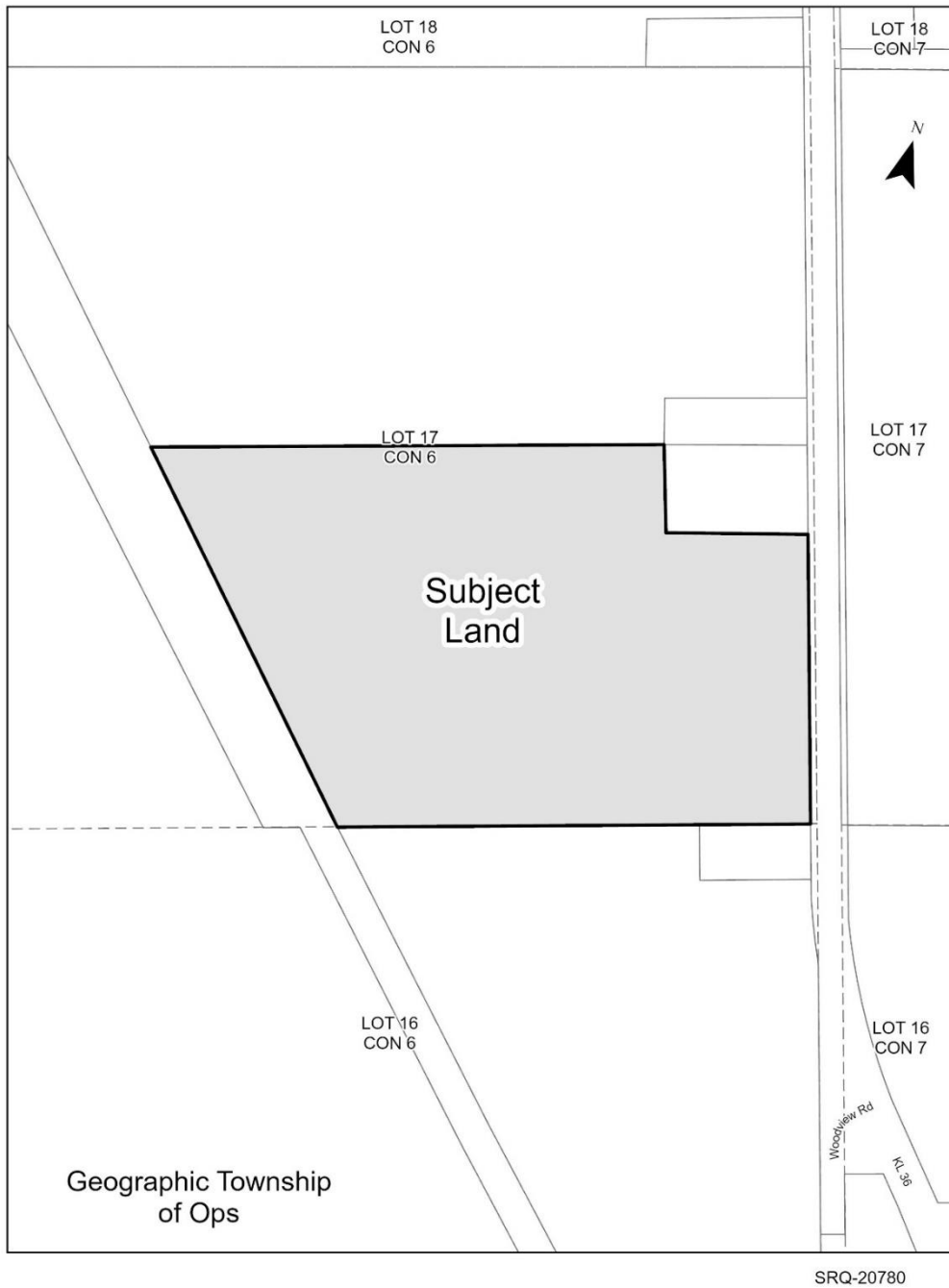
ZBA - PLAN2024-066
77 County Road 36.c

Department Head email: lbarrie@kawarthalakes.ca

Department Head: Leah Barrie, Director of Development Services

Department File: D06-2024-019

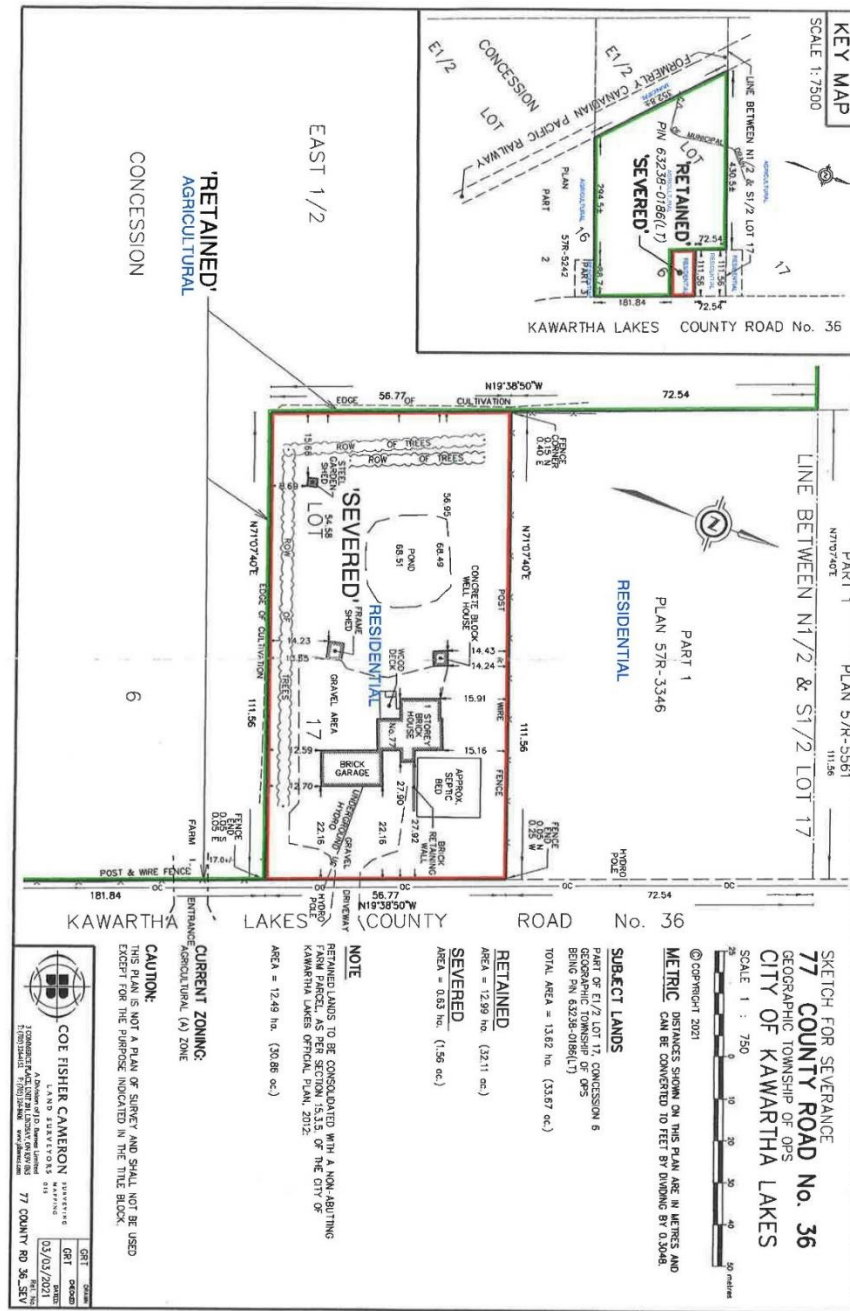
Appendix A – Site Mapping – Location Map



Appendix B – Aerial



Appendix C - Sketch



The Corporation of the City of Kawartha Lakes

By-Law 2024 - [REDACTED]

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 D06-2024-019, Report PLAN2024-066, respecting 77 County Road 36 (Part of E1/2 Lot 17, Concession 6, Former Township of Ops, identified as 77 County Road 36 – Gavin Tyler]

Recitals:

1. Section 34 of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to determine the appropriate zoning categories and provisions assigned to land.
2. Council has received an application to amend the categories and provisions relating to a specific parcel of land to rezone a portion of the Subject Land from the 'Agricultural (A)' Zone to a site-specific 'Agricultural Exception 23 (A-23)' Zone. This would fulfill a condition of provisional consent for application D03-2024-010.
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 2024-[REDACTED].

Section 1:00 Zoning Details

- 1.01 **Property Affected:** The Property affected by this by-law is described as Part of E1/2 Lot 17, Concession 6, Former Township of Ops, City of Kawartha Lakes.
- 1.02 **Textual Amendment:** By-law No. 93-30 of the Township of Ops is further amended to add the following section to Section 16.3:

'16.3.23 Agricultural Exception 23 (A-23) Zone
 - a. Notwithstanding the permitted uses in subsection 16.1, on land zoned A-23, residential uses shall not be permitted.
 - b. Notwithstanding subsection 16.2, on land zoned A-23, the minimum lot area shall be 12.99 ha.
- 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 'Agricultural Exception 23 (A-23)' Zone for the land referred to as 'A-23', as shown on Schedule 'A' attached to this By-law.

Section 2:00 **Effective Date**

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

By-law read a first, second and third time, and finally passed, this ** day of ***, 2024.

Douglas J.F. Elmslie, Mayor

Cathie Ritchie, City Clerk

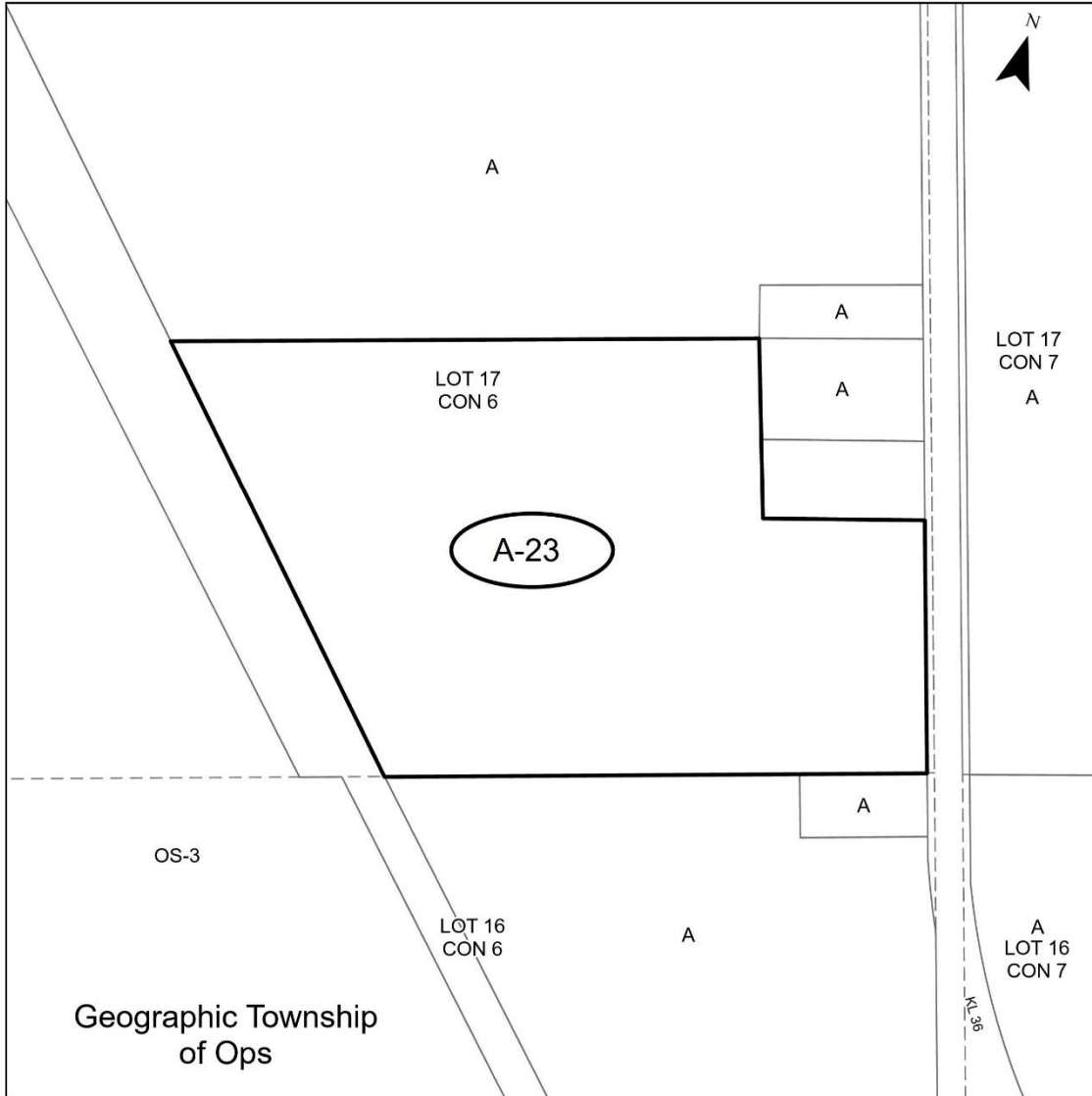
THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

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

THIS _____ DAY OF _____ 2024.

MAYOR _____ CLERK _____



TSK-21492



Planning Advisory Committee Report

Report Number:	PLAN2024-067
Meeting Date:	November 27, 2024
Title:	Zoning By-law Amendment, 370 Kent Street West (Concession 4, Part Lot 21, former Township of Ops), 1193017 Ontario Inc. c/o Celeste Phillips Planning Inc.
Description:	Application to amend the Town of Lindsay Zoning By-law 2000-75 to align with the new Lindsay Secondary Plan D06-2024-020
Type of Report:	Information Report for the purposes of the statutory Public Meeting under section 34 of the Planning Act, RSO 1990, chapter P.13
Author and Title:	Timothy Gouveia, Urban Planner, Dillon Consulting Limited on behalf of the City of Kawartha Lakes

Recommendation:

That Report **PLAN2024-067**, Zoning By-law Amendment, 370 Kent Street West (Concession 4, Part of Lot 21, former Township of Ops), **1193017 Ontario Inc. c/o Celeste Phillips Planning Inc.** be received for information.

Department Head: _____

Application Summary:

The application is seeking to expand the list of permitted uses and to eliminate existing caps on certain uses to align with the new Lindsay Secondary Plan. At this time, no additional buildings are proposed. The applicant seeks to permit currently prohibited uses such as supermarkets, drug stores, financial institutions, and department stores, and to increase permitted gross leasable floor areas, save and except for the 3000 m² cap on any individual Retail Establishment¹.

An amendment to Town of Lindsay Zoning By-Law 2000-75 is required to change the Special Purpose Commercial (SPC) zone in order to facilitate the proposal

Owner:	1193017 Ontario Inc.
Applicant:	Celeste Phillips Planning Inc.
Property Description²:	Legal Description: Concession 4, Part of Lot 21, former Township of Ops
	Municipal Address: 370 Kent Street West, Town of Lindsay
Official Plan:	'General Commercial' in Schedule "F-1" of Lindsay Secondary Plan
Zoning By-law:	'Special Purpose Commercial (SPC)' Zone in Town of Lindsay Zoning By-Law 2000-75, as amended
Lot Area:	3.9 ha. (9.64 ac.)
Servicing:	Municipal Water; Sanitary Sewers; and Storm Sewers
Access:	Municipal Road - Local (Kent Street West)
Existing Uses:	Commercial (Whitney Town Centre)
Adjacent Uses:	North: Community Facilities (Sports fields)
	East: Commercial (Restaurant)
	South: Commercial (Retail)

¹ See Schedule 1 – Proposed Concept Plan

² See Schedule 2 – Site Mapping

	West: Commercial (Restaurants, Gas Station)
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Application Process:

The Planning Division received the application submission package on September 18, 2024, which included the following reports and plans in support of the application:

1. Letter for ZBA Application, prepared by Celeste Phillips Planning Inc., dated September 17, 2024
2. Application for Zoning Bylaw Amendment, prepared by Celeste Phillips Planning Inc. on June 27, 2024, signed by the Owner on August 1, 2024, and received by the City on September 18, 2024
3. Draft of Schedule 'A' Map (Zoning By-law 2000-75)
4. ZBA Sketch Plan, prepared by Celeste Phillips Planning Inc., dated June 28, 2024
5. Planning Justification Report, prepared by Celeste Phillips Planning Inc., dated September 13, 2024

Staff deemed the application 'complete' under the requirements of the Planning Act on October 18, 2024, and initiated Agency consultation on October 18, 2024, with a requested review period of the application submission package by November 1, 2024. All of the reports and plans submitted have been circulated to the applicable agencies and City Departments for review and comment. The public has been notified of the application through circulation of the Notice of Public Meeting on November 7, 2024.

Staff are working with the applicant to address deficiencies within the initial application as it relates to comments relative to the Zoning By-law Amendment. Staff have identified that policy analysis related to the Lindsay Secondary Plan is currently absent from the justification for this application. Further details are required to clarify the application's intent, which is necessary to support a recommendation for the proposed Zoning By-law Amendment. Specific concerns have been raised regarding the application's compliance with sections 31.2.3.2.3.4(b) and 31.2.3.2.3.3 of the Lindsay Secondary Plan, as well as certain issues related to parking. Once these matters have been addressed the application can be returned to PAC.

Application Review³:

Planning staff is reviewing the application submission package including the Planning Justification Report that was prepared and filed in support of the application, for

³ See Schedule 3 – Provincial and Municipal Land Use Framework

consistency with provincial policies (including the Provincial Planning Statement, 2024), and conformity with the City of Kawartha Lakes Official Plan and applicable Zoning By-law.

Any change to the Zoning By-law must comply with the underlying Official Plan and Secondary Plan designation.

Consideration of all written and verbal comments received through consultation is also part of application review. Notice of this application was circulated to persons within a 120metre radius, agencies, and City Departments which may have an interest in the application. A summary of written and verbal submissions, including comments received at the Public Meeting, will be included in the subsequent Recommendation report to PAC.

Other Alternatives Considered:

Through discussion with the applicant ahead of filing the rezoning application, it was determined that the Preconsultation application process was unnecessary given the nature of the proposal.

Conclusion:

Staff will return to Planning Advisory Committee following conclusion of the public consultation process and evaluation of application merits and provide a subsequent Recommendation report for a Decision by Council. Interested parties will be notified of the subsequent PAC meeting.

Department Head: Leah Barrie, Director of Development Services

Department Head email: lbarrie@kawarthalakes.ca

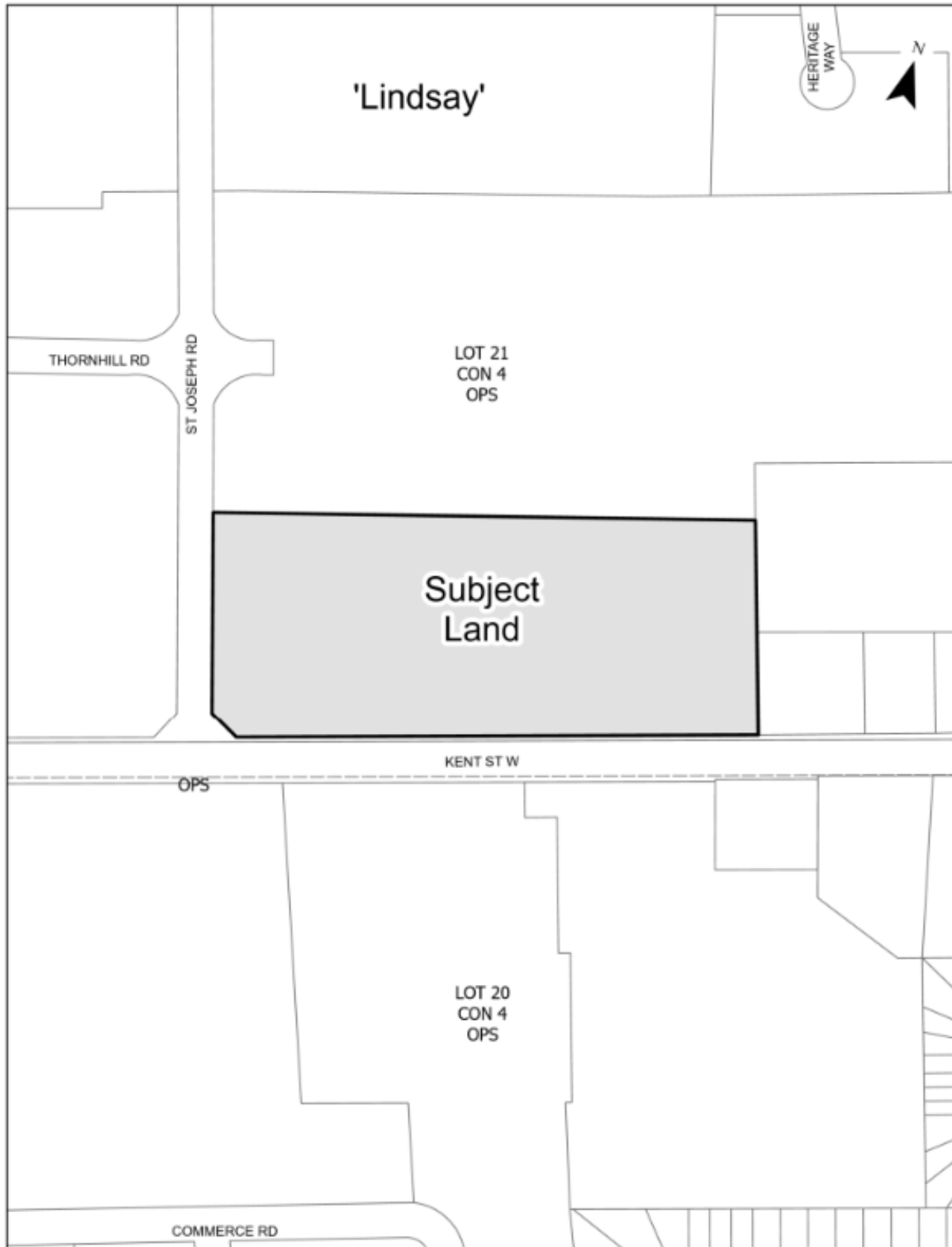
Department File: D06-2024-020

Schedule 1 – Proposed Concept Plan

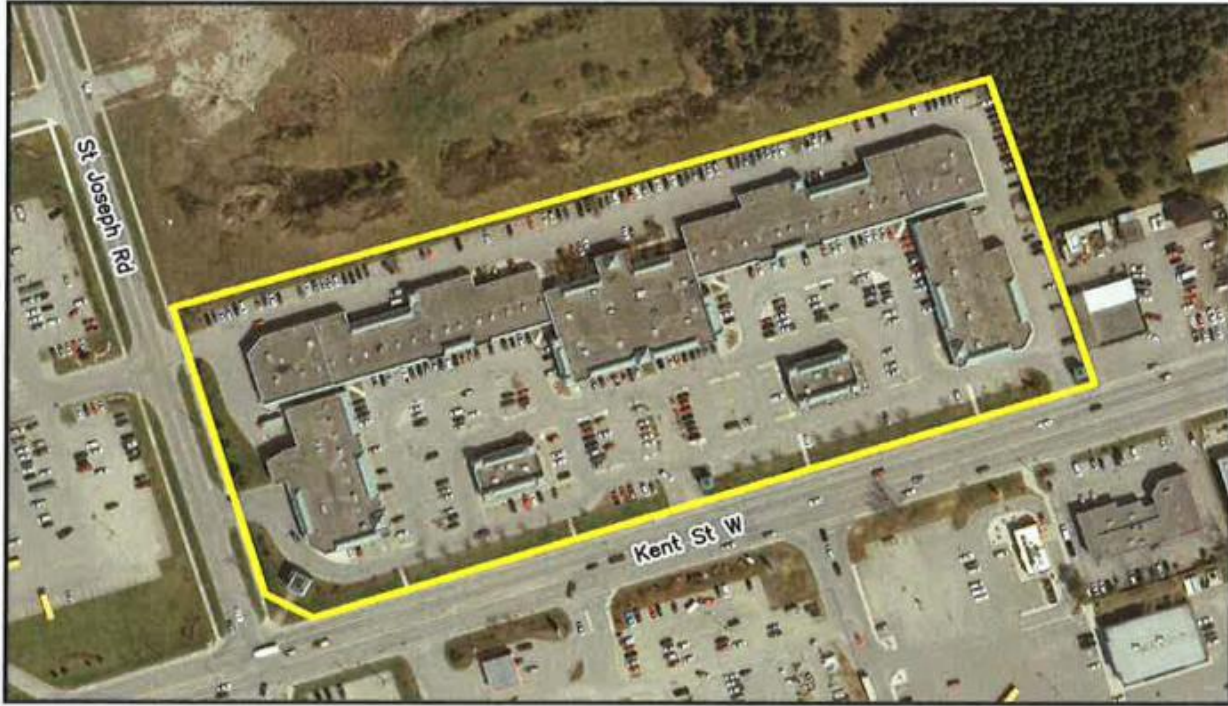
N/A

Schedule 2 – Site Mapping

Location Map



Aerial Map



Schedule 3 – Provincial and Municipal Land Use Framework

Provincial Planning Statement (2024)

On August 20, 2024, the Province of Ontario released the updated Provincial Planning Statement. The Provincial Planning Statement, 2024 (PPS 2024) is a streamlined province-wide land use planning policy framework that replaces both the Provincial Policy Statement, 2020 and A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019 while building upon housing-supportive policies from both documents.

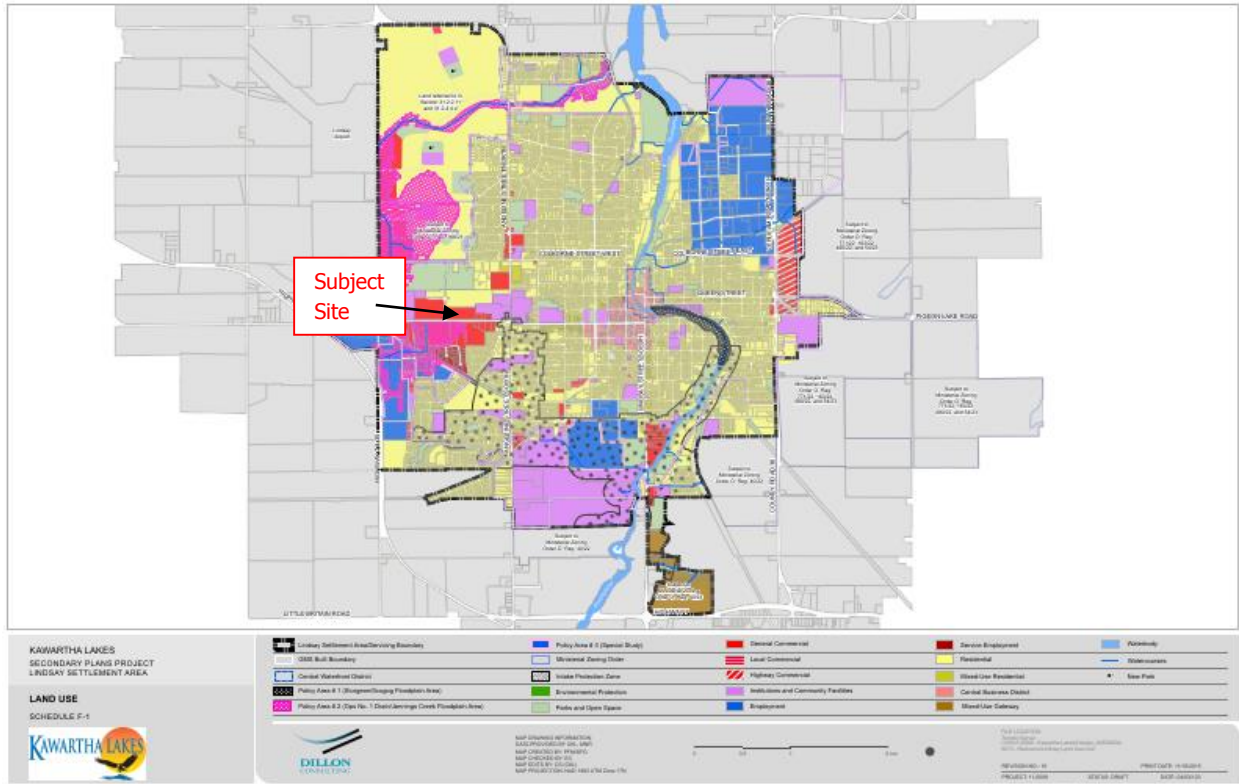
City of Kawartha Lakes Official Plan

The Official Plan is the City's policy on how land in the community should be used. Prepared through a public consultation process, it sets strategic direction for land use development, environmental protection, and public infrastructure to attain its vision, goals and objectives.

The Official Plan implements provincial policies, and sets the municipal policy framework for applying the Zoning By-law.

Lindsay Secondary Plan

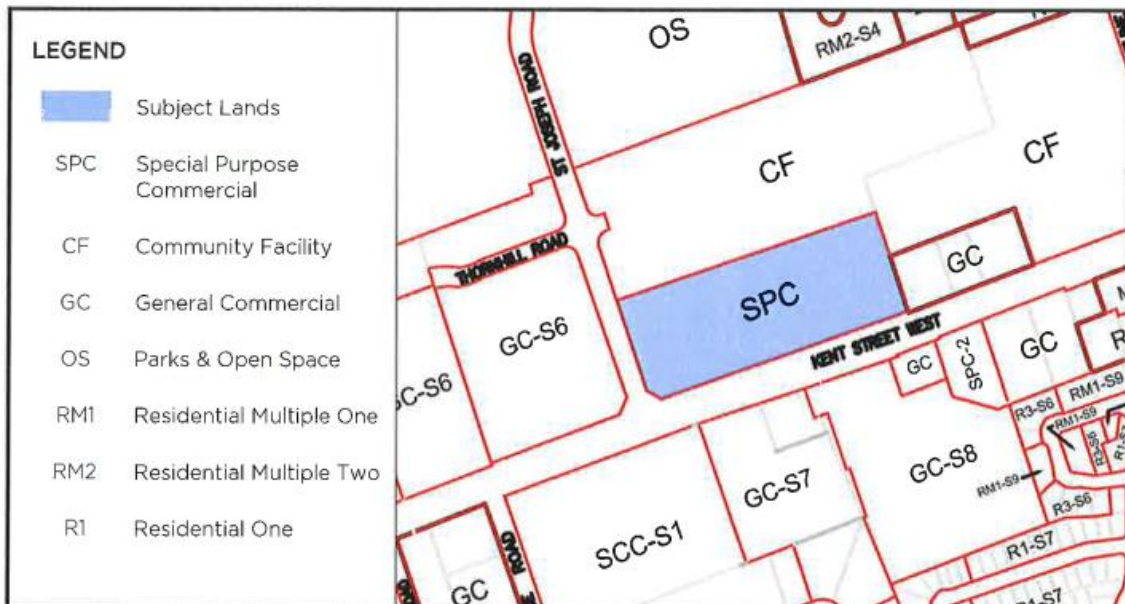
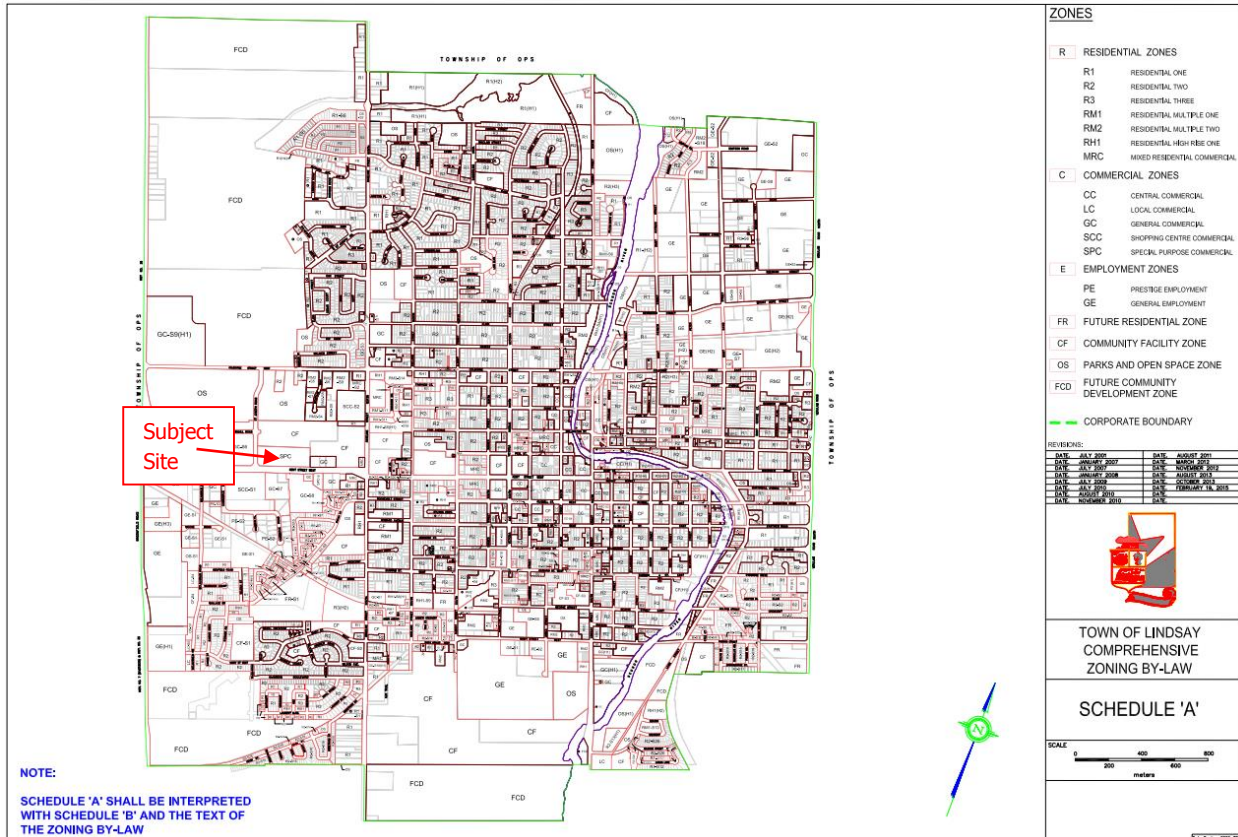
'General Commercial' as indicated in the following schedule:



Town of Lindsay Zoning By-law 2000-75

The Zoning By-law regulates the use of lands, buildings and structures and implements the Official Plan.

The lands are zoned 'Special Purpose Commercial (SPC)' as indicated in the following schedule:





Planning Advisory Committee Report

Report Number:	PLAN2024-064
Meeting Date:	November 27, 2024
Title:	Zoning By-law Amendment, 203, 207 and 213 Highway 36, Town of Lindsay (Ashmere (Lindsay) Developments Ltd.) KLM
Description:	Amendment to develop 62 two-storey single detached dwellings, a new public road and a stormwater management pond D06-2024-001/D05-2024-001
Type of Report:	Regular Meeting – Returning File
Author and Title:	Matt Alexander, MCIP, RPP, WSP Canada Inc., on behalf of the City of Kawartha Lakes

Recommendation:

That Report **PLAN2024-064**, Zoning By-law Amendment, 203, 207 and 213 Highway 36, Town of Lindsay (Ashmere (Lindsay) Developments Ltd.) KLM, be received;

That a Zoning By-law Amendment, respecting application D06-2024-001 substantially in the form attached as Appendix D to Report PLAN2024-064, be approved and adopted by Council; and

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

Department Head: _____

Legal/Other: _____

Chief Administrative Officer: _____

Background:

The Zoning By-law Amendment Application pertains to 3 lots identified as 203, 207 and 213 Highway 36, in the Town of Lindsay. The application is proposing to rezone the lands in the Town of Lindsay Zoning By-law 2000-75, from the Future Residential (FR) Zone to a Residential Multiple Special Exception Zone with a Holding Provision, to facilitate the development of 62 single detached units, a new public road, and a stormwater management block.

The applicant has also submitted a Draft Plan of Subdivision Application to implement the lot fabric, stormwater management block and new road. Staff continue to process the Draft Plan of Subdivision Application through further review.

At the Council meeting of March 19, 2024, Council adopted the following resolution, resulting from the Planning Advisory Committee Recommendation carried at the Statutory Public Meeting held on March 6, 2024.

PAC2024-017/CR2024-126

That Report PLAN2024-014, Town of Lindsay Official Plan Amendment, Zoning By-law Amendment and Draft Plan of Subdivision at 203, 207 and 213 Kawartha Lakes Road 36 (Highway 36), Town of Lindsay (D01-2024-001, D06-2024-001, D05-2024-001), be received for information; and

That Report PLAN2024-014, be referred back to staff to address public and agency comments and for further review of the technical studies.

It should be noted that following the initial submission of the applications, which was for a both an Amendment to the Town of Lindsay Official Plan, and the Town of Lindsay Zoning By-law (in addition to the Draft Plan of Subdivision Application), the Town of Lindsay Official Plan was repealed, and the Lindsay Secondary Plan was brought into force and effect. As a result, the Official Plan Amendment to the Town of Lindsay Official Plan is no longer required. The applicable land use designation in the Lindsay Secondary Plan permits the proposed residential use.

It should be further noted that following the initial submission of the application, on August 20, 2024, the Province of Ontario released the updated Provincial Planning Statement. The Provincial Planning Statement, 2024 (PPS 2024) is a streamlined province-wide land use planning policy framework that replaces both the Provincial Policy Statement, 2020 and A Place to Grow: Growth Plan for the Greater Golden

Horseshoe, 2019 while building upon housing-supportive policies from both documents. The proposed residential use is consistent with policies for Housing, Settlement Areas, Sewage, Water and Stormwater, and overall land use compatibility.

Rationale:

The site is within a built boundary and is designated "Residential" in the Lindsay Secondary Plan. The current zoning is "Future Residential" and the applicant proposes to rezone the subject lands to a Residential Multiple zone with site specific exceptions and a holding provision tied to confirmation of servicing allocation, and execution of a subdivision agreement with the City.

Since the Statutory Public Meeting in March 2024, outstanding technical reviews of the submission materials were completed. Following the issuance of all comments to the applicant, the applicant submitted a second submission of the application to resolve engineering, planning and transportation related comments respecting the zoning by-law amendment application. The key issue pertained to available servicing capacity for the proposed development. There is an ongoing Municipal Class Schedule 'B' Environmental Assessment (EA) being undertaken by the City for the Logie Street Sanitary Pumping Station and Ridout Street Sanitary Pumping Station in the area of the subject site. Engineering staff expressed concerns that until the EA is complete, and subsequent design upgrades have been completed, that there is insufficient servicing capacity currently to service the proposed development. As a result of this, discussions were had both with the applicant and internally to determine a path forward. These efforts resulted in a recommendation to approve the zoning by-law amendment with a Holding Provision, tied to servicing and the draft plan of subdivision application in order to ensure that development of the site does not precede the necessary infrastructure capacity improvements in the area.

It is intended that Staff will continue to work with the applicant to prepare the draft plan of subdivision conditions which will be brought forward for consideration at a later date.

Other Alternatives Considered:

Planning staff believe that in-light of the ongoing EA's, the Zoning By-law Amendment application can still be supported. In discussions with Engineering and Public Works staff, it has been proposed that a Holding Provision be implemented with the Zoning By-law Amendment to ensure that the development does not precede the required

infrastructure improvements downstream. Detailed design considerations can be addressed during the subdivision process following completion of the EA.

Alignment to Strategic Priorities:

For reference the four strategic priorities within the 2024-2027 Kawartha Lakes Strategic Plan are:

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

Approval of this Zoning By-law Amendment would align with an exceptional quality of life by providing diversity in housing options for the community. If approved, this proposal will help the City achieve its target of constructing 6,500 housing units by 2031, as stated in the Housing Pledge adopted by Council on November 21, 2023.

Financial/Operation Impacts:

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

Consultations:

As required under Section 34 of the Planning Act, notice was distributed to residents within 120 metres of the site, and signage was placed on site to notify interested parties of the Statutory Public Meeting that was held on March 6, 2024. The application was circulated to agencies and City Departments with the first and second submissions of the application.

Two members of the public spoke during the March Statutory Public Meeting regarding the file. These residents expressed their opposition to the application siting concerns over archaeological investigations and loss of farmland. These members of the public were notified that the file was returning for a recommendation.

Attachments:

The following attached documents may include scanned images of appendices, maps and photographs. If you require an alternative format, please email Matt Alexander at Matt.Alexander@wsp.com

Appendix A – Location Map



Appendix A

Appendix B – Aerial



Appendix B

Appendix C – Sketch (Proposed Draft Plan of Subdivision)



Appendix C

Appendix D – Draft Zoning By-law Amendment



D06-2024-001 Draft Zoning By-law.docx



203-213 Highway 36 S_.pdf

Department Head e-mail: lbarrie@kawarthalakes.ca

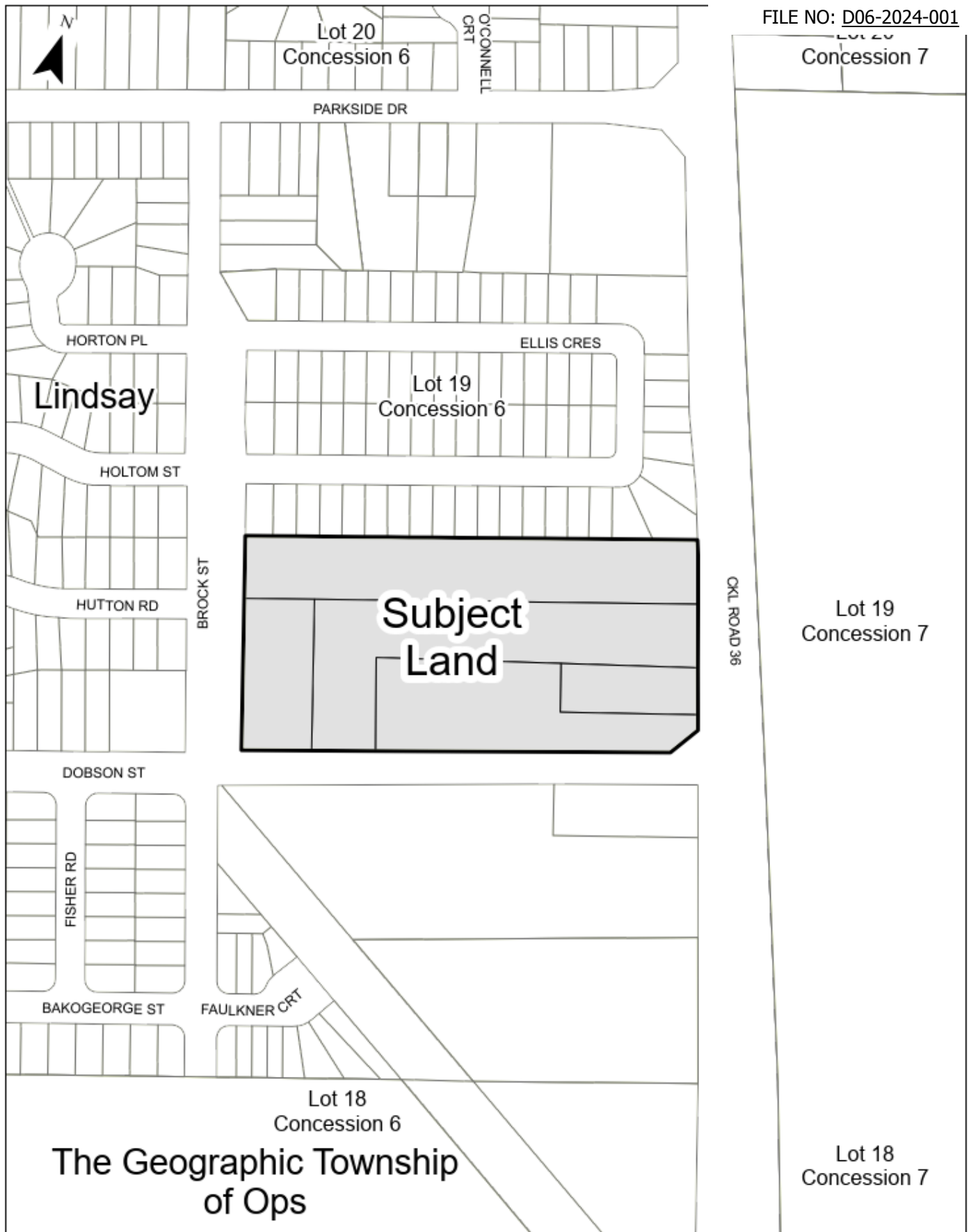
Department Head: Leah Barrie, Director

Department File: D06-2024-001 (D05-2024-001)

to

REPORT [PLAN2024-064](#)

FILE NO: [D06-2024-001](#)





to

REPORT [PLAN2024-064](#)

FILE NO: [D06-2024-001](#)

DRAFT PLAN OF SUBDIVISION
 PART of PARK BLOCK B, EAST of BROCK ST. and SOUTH
 of GEORGE ST., PART of PARK LOT L, NORTH of MARY ST.
 and EAST of BROCK ST., REGISTERED PLAN 8P
 TOWN of LINDSAY, CITY of KAWARTHA LAKES

DRAFT PLAN T-



KEY PLAN

SECTION 51, PLANNING ACT,
 ADDITIONAL INFORMATION

- A. AS SHOWN ON DRAFT PLAN
- B. AS SHOWN ON DRAFT PLAN
- C. AS SHOWN ON DRAFT PLAN
- D. SEE SCHEDULE OF LAND USE
- E. AS SHOWN ON DRAFT PLAN
- F. AS SHOWN ON DRAFT PLAN
- G. AS SHOWN ON DRAFT PLAN
- H. MUNICIPAL PIPED WATER AVAILABLE AT TIME OF DEVELOPMENT
- I. CLAY-LIQUID
- J. AS SHOWN ON DRAFT PLAN
- K. SANITARY AND STORM SEWERS, GARBAGE COLLECTION, FIRE PROTECTION
- L. AS SHOWN ON DRAFT PLAN

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SOUNDINGS OF THE LAND TO BE SUBDIVIDED AS SHOWN ON THIS PLAN AND THEIR RELATIONSHIP TO THE ADJACENT LAND ARE ACCURATELY AND CORRECTLY SHOWN.

DATE: OCTOBER 3, 2023

OWNER'S CERTIFICATE

I AUTHORIZE KLM PLANNING PARTNERS INC. TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION TO THE CITY OF KAWARTHA LAKES FOR APPROVAL.

OWNER:
 ASHMORE (LINDSAY) DEVELOPMENTS LTD.

5880 SHAMON DR
 MISSISSAUGA, ON
 L4W 3M5
 AMAR DARWOOD A.S.C.

SCHEDULE OF LAND USE

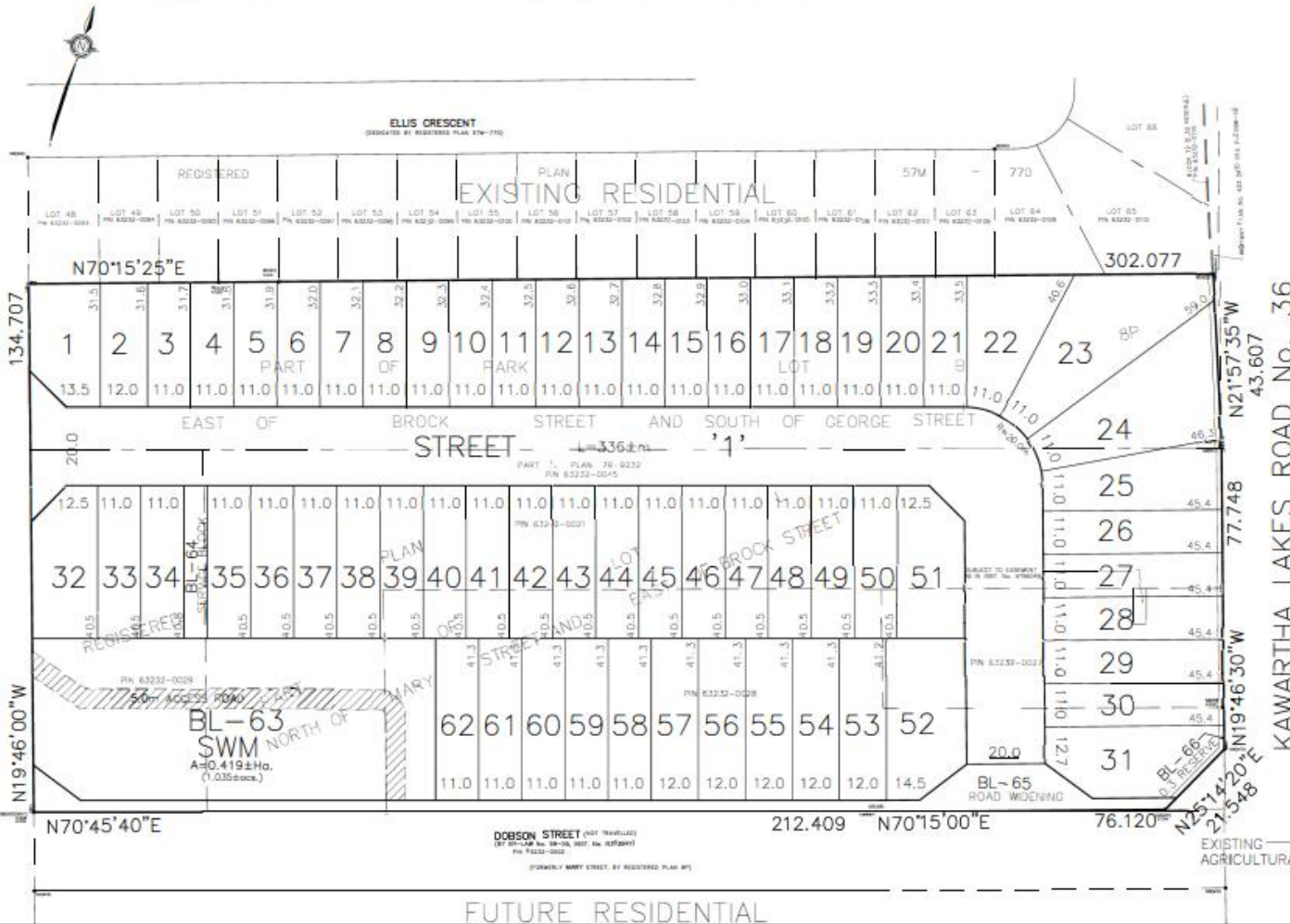
TOTAL AREA OF LAND TO BE SUBDIVIDED = 4.113ha. (10,163Acres)

LOW DENSITY RESIDENTIAL	BLOCKS	LOTS	UNITS	AREA	HA.
LOTS 1, 2 and 28-31	8	8	8	0.417	1.030
LOTS 3-21 and 22-27	54	54	54	2.487	6.086
SUBTOTAL	62	62	62	2.904	7.116
BLOCK 63 - medium density	1	1	1	0.419	1.035
BLOCK 64 - medium density	1	1	1	0.023	0.057
BLOCK 65 - high density	1	1	1	0.121	0.299
BLOCK 66 - high density	1	1	1	0.024	0.010
SINCELS				0.783	1.935
TOTAL	66	66	66	4.113	10,163

NOTE - SHADINGS RELATED TO CHANSHAN GEODESIC DESIGN
 NOTE - 0.2m RESERVES HAVE BEEN SHOWN IN CONSIDERATION FOR DISPLAY PURPOSES

PROJECT No. P-3415
 SCALE 1:500 MAY 15, 2024
 (3415-020) (3415-030) (3415-040) (3415-050) (3415-060) (3415-070) (3415-080) (3415-090) (3415-100)

PLANNING PARTNERS INC.
 Planning • Design • Development



The Corporation of the City of Kawartha Lakes

By-Law 2024-

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

[File D06-2024-001, Report PLAN2024-064, respecting Plan 8P, Part of Park Lot L1, Part of Park Lot B1, Part of North Mary Street, North of Mary Street, East of Brock Street (57R-9232 Part of Part 1) identified as 203, 207, 213 Highway 36 South, Former Town of Lindsay, now City of Kawartha Lakes]

Recitals:

1. Sections 34 and 36 of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to determine the appropriate zoning categories and provisions assigned to land.
2. Council has received an application to amend the categories and provisions relating to specific parcels of land to permit residential uses on the subject lands.
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 2024-__.

Section 1:00 Zoning Details

1.01 Property Affected: The Property affected by this by-law is described as Plan 8P, Part of Park Lot L1, Part of Park Lot B1, Part of North Mary Street, North of Mary Street East of Brock Street (57R-9232 Part of Part 1) identified as 203, 207, 213 Highway 36 South, Former Town of Lindsay, now City of Kawartha Lakes.

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

'8.3.30 R3-S27(H)

Notwithstanding the permitted uses and zone requirements of the R3 zone, on land zoned R3-S27(H), the following requirements shall also apply:

- the minimum front yard setback shall be 6.0 m
- the minimum rear yard setback shall be 6.0 m
- the minimum interior side yard setback shall be 1.2 m
- the maximum gross floor area as a percentage of lot area for a single detached dwelling unit shall not apply

- the maximum lot coverage for all buildings shall be 45%
- In the case of a corner lot, the minimum setback from the main wall of the dwelling unit to a daylight triangle shall be a minimum of 1.5 m and the minimum setback from a porch to a daylight triangle shall be a minimum of 0.2 metres
- All other provisions of By-law 2000-75 shall continue to apply

Notwithstanding the permitted uses and zone requirements for the R3 zone, on land zoned R3-S27(H), the removal of the (H) Holding symbol shall be in accordance with the following:

- The applicant has entered into a subdivision agreement to the City's satisfaction, and;
- The City has confirmed an adequate supply of municipal water and sewer servicing is available to service the subject land.

1.03 Schedule Amendment: Schedule 'A' to By-law No. 2000-75 of the Town of Lindsay is further amended to change the zone category:

From the Future Residential (FR) Zone to the Residential Three Special Exception Twenty-Seven Zone (R3-S27(H)) with a Holding Provision as shown on Schedule 'A' attached to this By-law.

Section 2:00 Effective Date

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

By-law read a first, second and third time, and finally passed, this ___ day of ___, 2024.

Douglas J.F. Elmslie, Mayor

Cathie Ritchie, City Clerk

THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

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

THIS _____ DAY OF _____ 2024.

MAYOR _____ CLERK _____





Planning Advisory Committee Report

Report Number:	PLAN2024-065
Meeting Date:	November 27, 2024
Title:	Zoning By-law Amendment, W/S, 61 and 75 Logie Street, Town of Lindsay (Kemp and Sweeney) TD Consulting INC.
Description:	Amendment to develop 16 semi-detached, and 1 single detached dwelling unit across three separate lots D06-2023-015
Type of Report:	Regular Meeting - Returning File
Author and Title:	Matt Alexander, MCIP, RPP, WSP Canada Inc., on behalf of the City of Kawartha Lakes

Recommendation:

That Report **PLAN2024-065**, Zoning By-law Amendment, W/S, 61 and 75 Logie Street, Town of Lindsay (Kemp and Sweeney) TD Consulting INC., be received;

That a Zoning By-law Amendment, respecting application D06-2023-015, substantially in the form attached as Appendix D to Report PLAN2024-065, be approved and adopted by Council; and

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

Department Head: _____

Legal/Other: _____

Chief Administrative Officer: _____

Background:

The Zoning By-law Amendment application pertains to the lands identified as W/S, 61 and 75 Logie Street in the Town of Lindsay. The subject lands are made up of three parcels. The application is proposing to rezone lands in the Town of Lindsay Zoning By-law 2000-75 from the Future Residential (FR) Zone, to Residential One (R1) Special Exception Zone, and a Residential Three (R3) Special Exception Zone to facilitate the development of 16 semi-detached dwelling units, and one single detached dwelling unit, for a total of 17 dwelling units.

At the Council meeting of January 30, 2024, Council adopted the following resolution, resulting from the Planning Advisory Committee Recommendation carried at the Statutory Public Meeting held on January 17, 2024:

PAC2024-002/CR2024-019

That Report PLAN2024-001, Town of Lindsay Official Plan Amendment and Town of Lindsay Zoning By-law Amendment at Part of Park Lot Z, West of Logie South of George, 57R-3575 Part 1; Plan 9P Part of Lots 13 to 15, and Part of Park Lot Q West of Logie, North of George, be received for information; and

That Report PLAN2024-001, Town of Lindsay Official Plan Amendment and Town of Lindsay Zoning By-law Amendment at Part of Park Lot Z, West of Logie South of George, 57R-3575 Part 1; Plan 9P Part of Lots 13 to 15, and Part of Park Lot Q West of Logie North of George, be referred back to Staff for processing until review of the technical studies has been completed.

It should be noted that following the initial submission of the application, which was for both an Amendment to the Town of Lindsay Official Plan, and the Town of Lindsay Zoning By-law, the Town of Lindsay Official Plan was repealed, and the Lindsay Secondary Plan was brought into force and effect. As a result, the Official Plan Amendment to the Town of Lindsay Official Plan is no longer required. The applicable land use designation in the Lindsay Secondary Plan permits the proposed residential use.

It should be further noted that following the initial submission of the application, on August 20, 2024, the Province of Ontario released the updated Provincial Planning Statement. The Provincial Planning Statement, 2024 (PPS 2024) is a streamlined province-wide land use planning policy framework that replaces both the Provincial Policy Statement, 2020 and A Place to Grow: Growth Plan for the Greater Golden

Horseshoe, 2019 while building upon housing-supportive policies from both documents. The proposed residential use is consistent with policies for Housing, Settlement Areas, Sewage, Water and Stormwater, and overall land use compatibility.

Rationale:

Since the Public Meeting in January 2024, outstanding technical reviews of the submission materials were completed. Following the issuance of all comments to the applicant, the applicant submitted a second submission of the application to resolve engineering, planning and transportation related comments respecting the zoning by-law amendment application. The outstanding technical reviews on these matters have been completed. Part of these outstanding comments pertained to available servicing capacity, and ongoing Municipal initiatives.

As a result of an ongoing Municipal Class Schedule 'B' Environmental Assessment (EA) being undertaken by the City for the Logie Street Sanitary Pumping Station and Ridout Street Sanitary Pumping Station, Engineering staff expressed concerns over servicing capacity, and a desire to ensure that development of the site does not precede the required infrastructure improvements. The EA and design will inform the upgrade requirements and capacity increase needed to support the requested 17 residential units in the application. From a planning perspective, it is our opinion that there is no need to delay the Zoning By-law Amendment application. Staff feel that implementation of a Holding Provision will ensure that development does not precede confirmation of available servicing capacity following the completion of the EA and pending infrastructure upgrades.

Other Alternatives Considered:

Planning staff believe that in-light of the ongoing EA's, the Zoning By-law Amendment application can still be supported. In discussions with Engineering and Public Works staff, it has been proposed that a Holding Provision be implemented with the Zoning By-law Amendment to ensure that the development does not precede the required infrastructure improvements downstream. Detailed design considerations can be addressed during site plan application stage following completion of the EA. As the application is proposing more than ten (10) units, site plan approval will be required.

Alignment to Strategic Priorities:

For reference the four strategic priorities within the 2024-2027 Kawartha Lakes Strategic Plan are:

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

Approval of this Zoning By-law Amendment would align with an exceptional quality of life by providing diversity in housing options for the community. If approved, this proposal will help the City achieve its target of constructing 6,500 housing units by 2031, as stated in the Housing Pledge adopted by Council on November 21, 2023.

Financial/Operation Impacts:

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

Consultations:

As required under Section 34 of the Planning Act, notice was distributed to residents within 120 metres of the site, and signage was placed on site to notify interested parties of the Statutory Public Meeting that was held on January 17, 2024. The application was circulated to agencies and City Departments with the first and second submissions of the application.

Two members of the public emailed regarding the application following the first public meeting. One resident expressed their opposition to the application. The second resident expressed concerns over grading and stormwater runoff, infrastructure capacity and traffic concerns. These members of the public were notified of the file returning for a recommendation.

Attachments:

The following attached documents may include scanned images of appendices, maps, and photographs. If you require an alternative format, please email Matt Alexander at Matt.Alexander@wsp.com .

Appendix A – Location Plan



Appendix A

Appendix B – Aerial



Appendix B

Appendix C – Proposed Site Plans



Appendix C

Appendix D - Draft Zoning By-law Amendment



D06-2023-015 Draft
Zoning By-law.docx

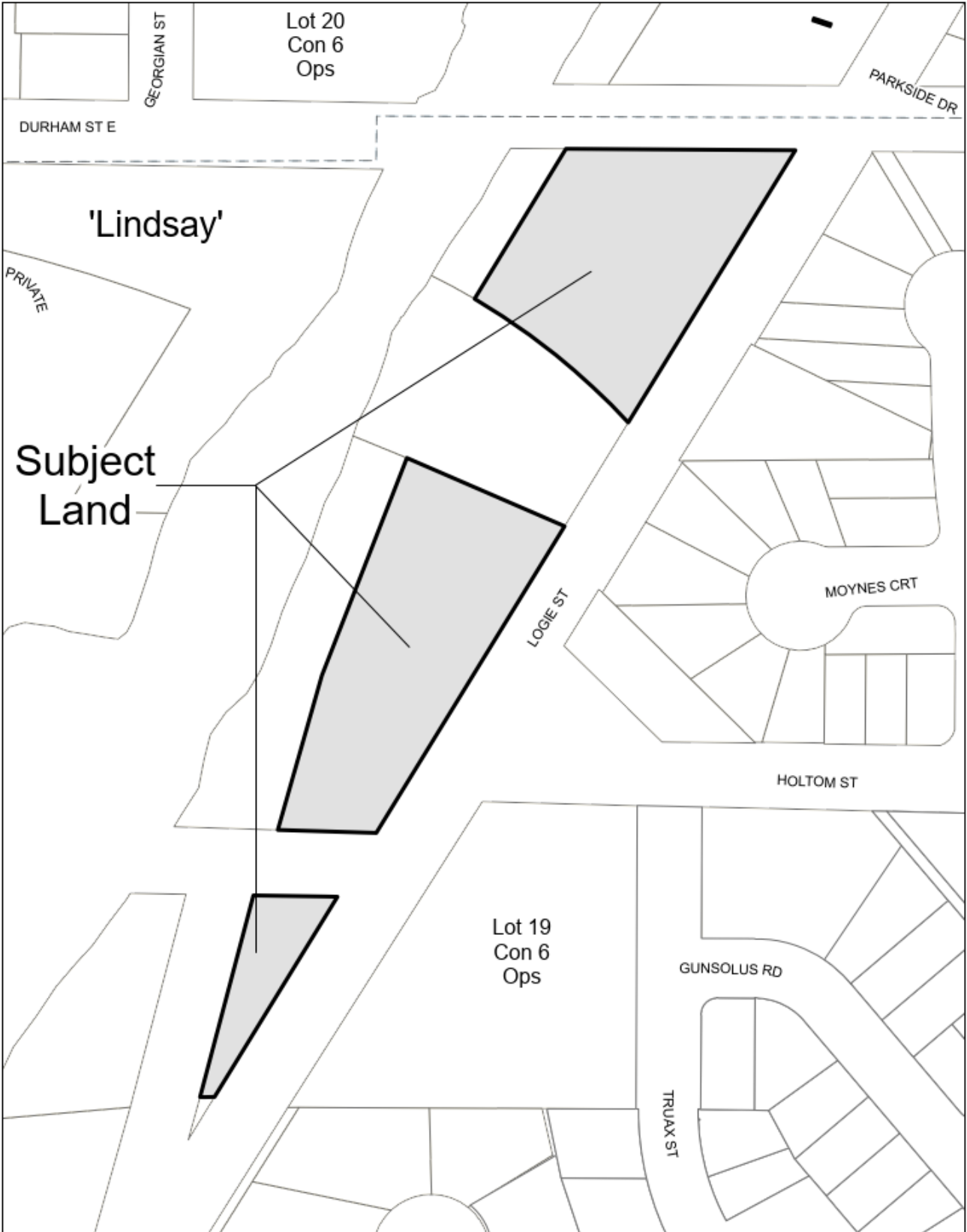


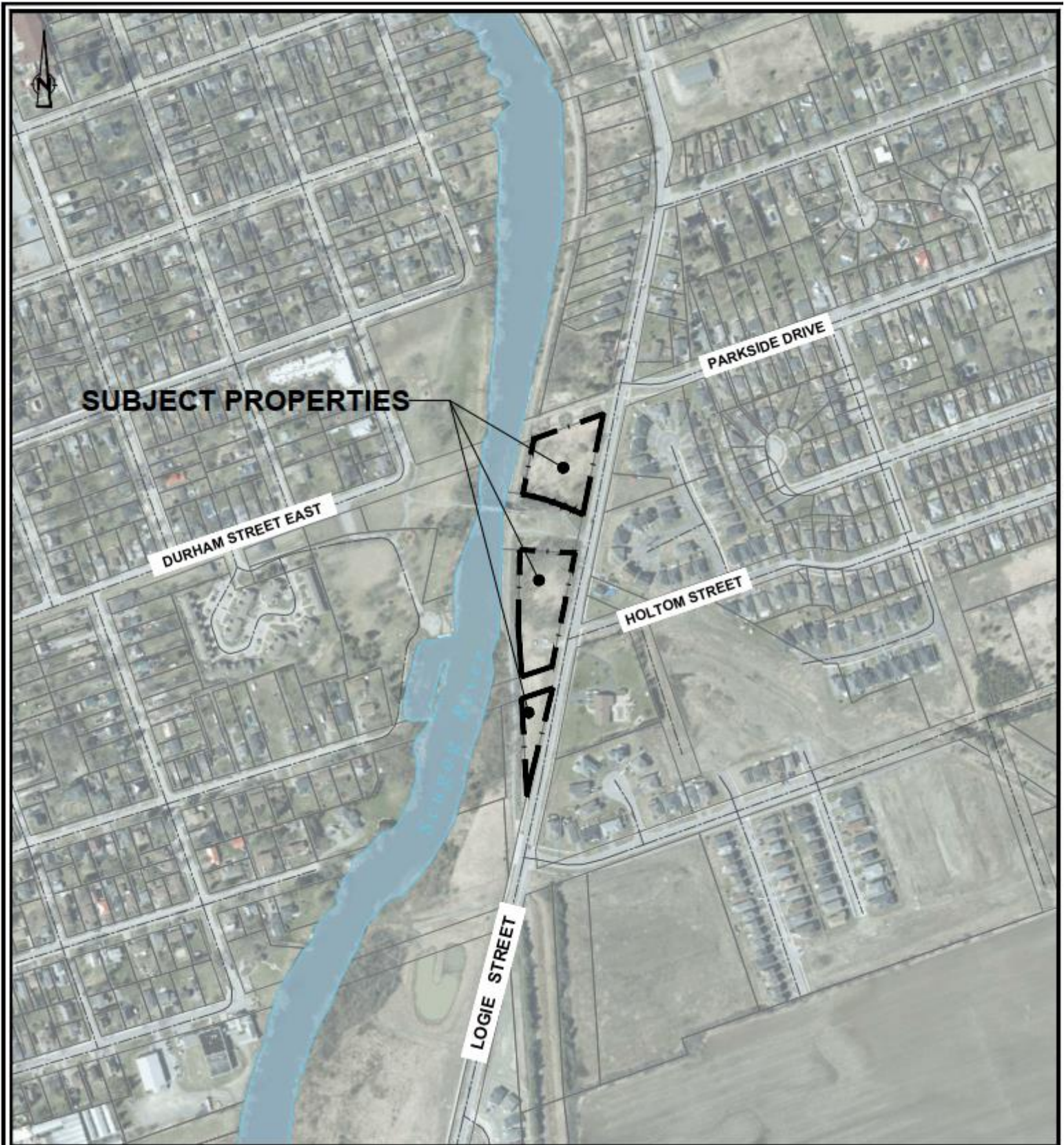
61-75 Logie St.pdf

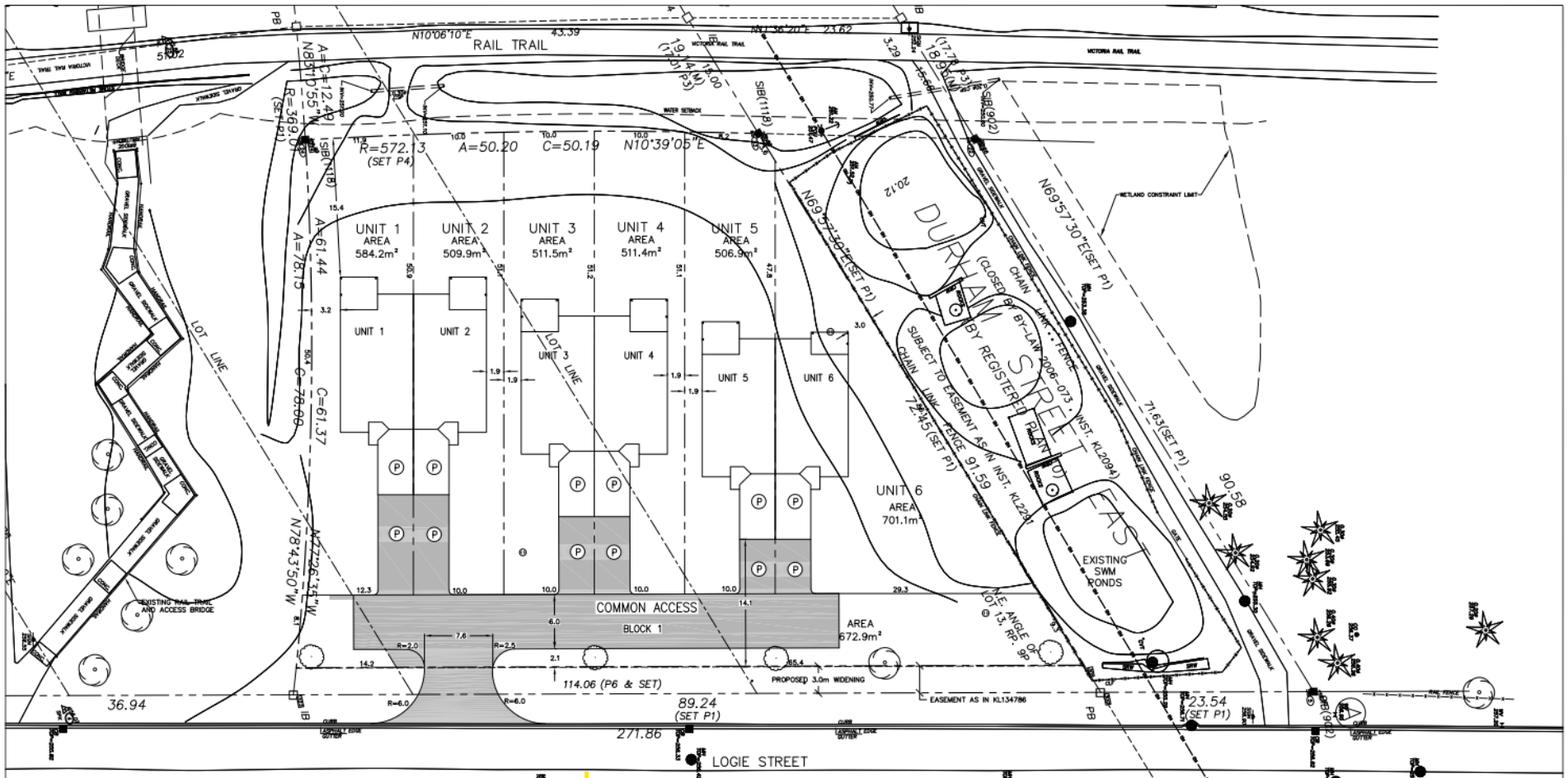
Department Head e-mail: lbarrie@kawarthalakes.ca

Department Head: Leah Barrie, Director of Development Services

Department File: D06-2023-015







SURVEY INFORMATION PROVIDED BY:

IBWSURVEYORS.COM | 1.800.667.0696

PARTY CHIEF: A. DRABIN BY: J.C. [CHECKED BY: PLOT DATE: NOV. 6, 2019] PLOT NAME: P-0618 (Sp. 1, 2, 3)

LEGEND

- EXISTING TREE
- MANHOLE
- HYDRANT
- PROPOSED TREE
- PARKING SPACE

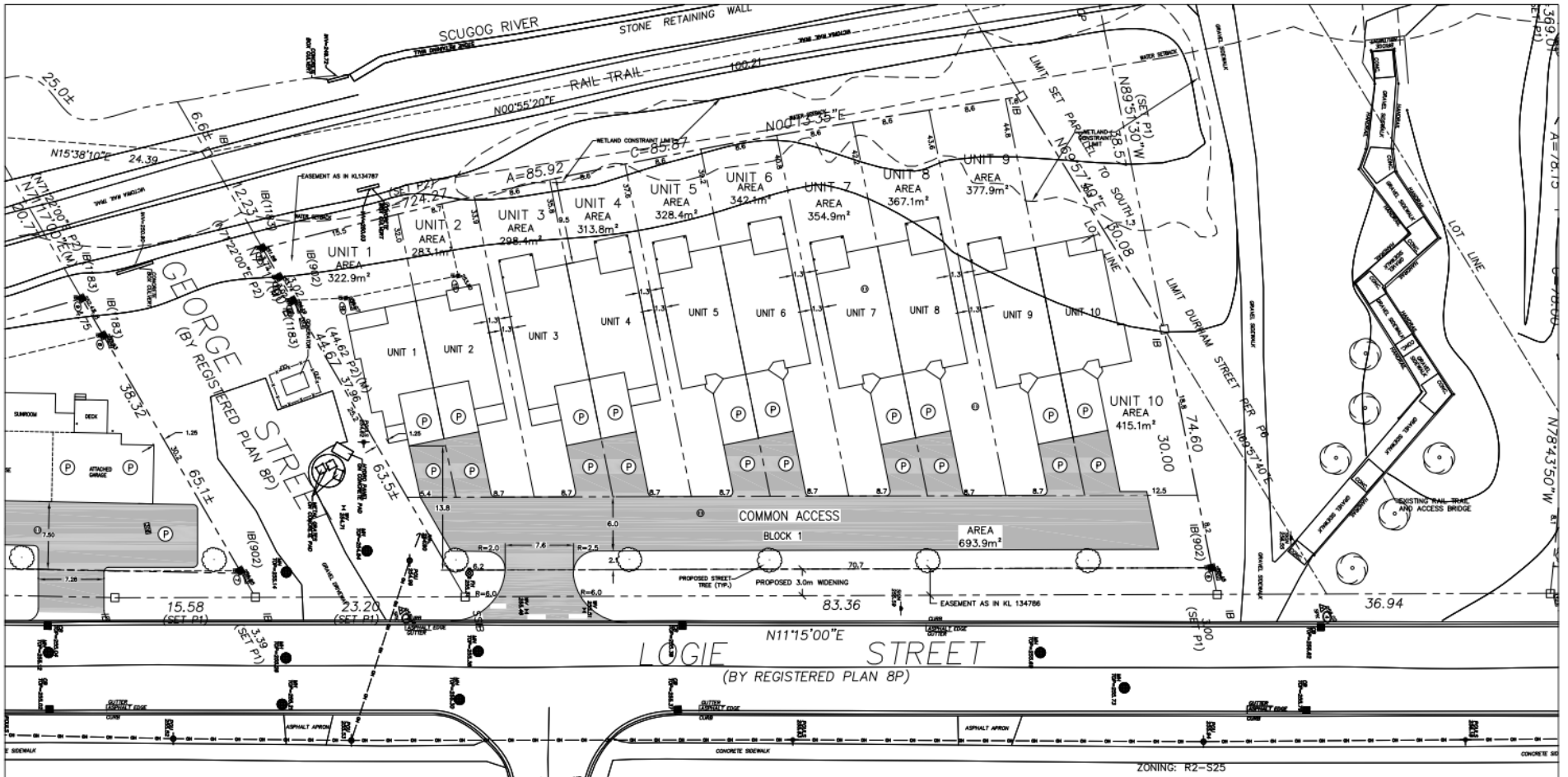
SITE ANALYSIS - URBAN RESIDENTIAL TYPE THREE EXCEPTION - (R3)

TOTAL LOT AREA	3999.07m ² (0.99 acres)
BUILDING AREA (GROUND FL.)	868.8m ² (9352.0 SF)
BUILDING AREA (GROUND FL.) WITH REAR DECKS	953.1m ² (10259.1 SF)
COVERAGE (GROUND FL./TOTAL LOT AREA)	21.7%
COVERAGE (GROUND FL./TOTAL LOT AREA) WITH REAR DECKS	23.8%
TOTAL UNITS	6

SITE STATISTICS

	PERMITTED	PROPOSED
DENSITY	6 units	6 units
MINIMUM LOT FRONTAGE	10m	87.2m
MINIMUM FRONT YARD	7.5m	14.1m
MINIMUM INTERIOR SIDE YARD	1.25m	1.9m
MINIMUM EXTERIOR SIDE YARD	3.0m	3.0m
MINIMUM REAR YARD	7.5m	17.6m
MAXIMUM BUILDING HEIGHT	10.5m	6.0m +/-
MAXIMUM LOT COVERAGE FOR ALL BUILDINGS	40%	23.8%
PARKING REQUIRED (RESIDENTIAL - 2 SPACES PER DWELLING UNIT)		12

2	JUN 2024	ISSUED FOR ZMA	TDC
1	NOV 2022	ISSUED FOR CPA/ZMA	TDC
0	DATE	DESCRIPTION	BY
REVISIONS			
PROJECT TITLE: 61 LOGIE STREET			
57R-3575 PART 1: PLAN SP PART OF LOTS 13 TO 15 CITY OF KAWARTHA LAKES			
ROLL#: 165104000113700			
DRAWING TITLE: PROPOSED SITE PLAN			
TD Consulting INC.			
155 St. George St. Toronto (416) 533-2468 www.tdconsulting.com			
DRAWN BY: KM		PROJECT NO: 019-220	
REVISION BY: TD		DRAWING NO: SP-1	
APPROVED BY: TD		SCALE: 1:200	
DATE: NOV 2022		SHEET: 1:200	



SURVEY INFORMATION PROVIDED BY:

IBWSURVEYORS.COM | 1.800.667.0696

PARTY CHIEF: L. DRAWN BY: A.C. CHECKED BY: J.M.D. DATE: NOV. 6, 2019
FILE NAME: P-0018-1900-03.000

- LEGEND**
- EXISTING TREE
 - MANHOLE
 - HYDRANT
 - PROPOSED TREE
 - PARKING SPACE

SITE ANALYSIS - URBAN RESIDENTIAL TYPE THREE EXCEPTION - (R3)

TOTAL LOT AREA	4098.9m ² (1.01 acres)
BUILDING AREA (GROUND FL.)	1207.8m ² (13000.7 SF)
BUILDING AREA (GROUND FL.) WITH REAR DECKS	1325.4m ² (14266.5 SF)
COVERAGE (GROUND FL./TOTAL LOT AREA)	29.5%
COVERAGE (GROUND FL./TOTAL LOT AREA) WITH REAR DECKS	32.3%
TOTAL UNITS	10

SITE STATISTICS	PERMITTED	PROPOSED
DENSITY	10 units	10 units
MINIMUM LOT FRONTAGE	10m	84.5m
MINIMUM FRONT YARD	7.5m	12.8m
MINIMUM INTERIOR SIDE YARD	1.25m	1.25m
MINIMUM EXTERIOR SIDE YARD	3.0m	1.25m
MINIMUM REAR YARD	7.5m	9.5m
MAXIMUM BUILDING HEIGHT	10.5m	6.0m +/-
MAXIMUM LOT COVERAGE FOR ALL BUILDINGS	40%	32.3%
PARKING REQUIRED (RESIDENTIAL - 2 SPACES PER DWELLING UNIT)	20	

NO.	DATE	ISSUED FOR	BY
2	AUG 2024	ISSUED FOR ZMA	TDC
1	NOV 2022	ISSUED FOR CPA/ZMA	TDC

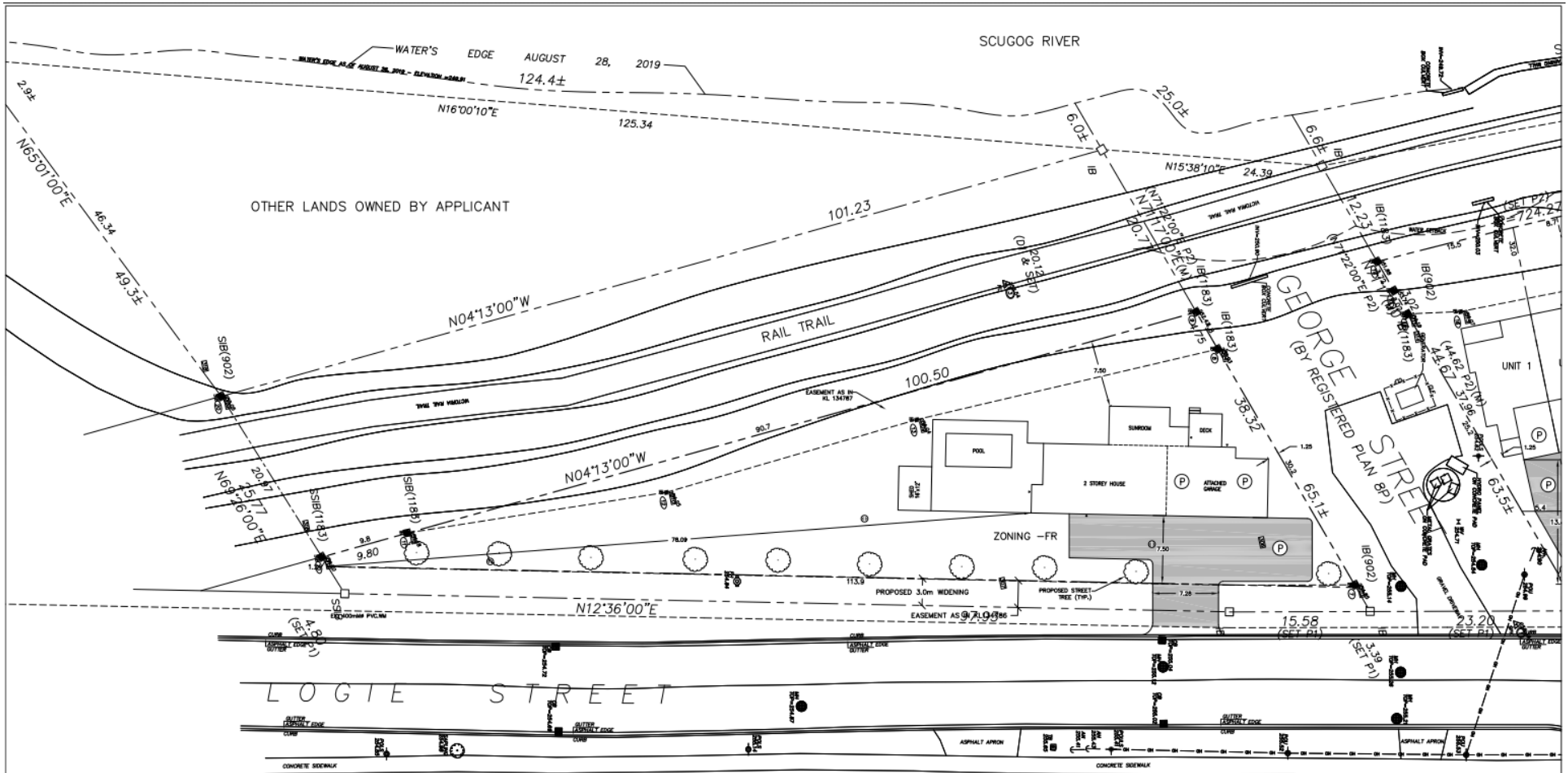
REVISIONS

PROJECT TITLE:
75 LOGIE STREET, PART OF PARK LOT Q
WEST OF LOGIE NORTH OF GEORGE
CITY OF KAWARTHA LAKES
ROLL#: 165104000114100


DRAWING TITLE:
PROPOSED SITE PLAN

175 St. Gold St. Phone: (847)-328-0441
L7P 2K6, Ontario e-mail: tom@tdconsulting.com

DRAWN BY: TD	PROJECT NO: 019-220
DESIGNED BY: TD	SCALE: SP-2
APPROVED BY: TD	DATE: NOV 2022
DRAWN BY: TD	SCALE: 1:200








SURVEY INFORMATION PROVIDED BY:



IBW SURVEYORS.COM | 1.800.667.0696

PARTY CHECKED BY: AC | DRAWN BY: AC | CHECKED BY: *PLOT DATE: NOV. 6, 2019
FILE NAME: P-0818_topo_3.dwg

LEGEND

-  EXISTING TREE
-  MANHOLE
-  HYDRANT
-  PROPOSED TREE
-  PARKING SPACE

SITE STATISTICS		PERMITTED	PROPOSED
MINIMUM LOT AREA	480m ²		1771.4m ²
MINIMUM LOT FRONTAGE	10m		113.9m
MINIMUM FRONT YARD	7.5m		7.50m
MINIMUM INTERIOR SIDE YARD	1.25m		N/A
MINIMUM EXTERIOR SIDE YARD	3.0m		1.25m
MINIMUM REAR YARD	7.5m		7.50m
MAXIMUM BUILDING HEIGHT	10.5m		7.5m±
MAXIMUM LOT COVERAGE	40%		13.7%

NO.	DATE	DESCRIPTION	BY
2	AUG 2024	ISSUED FOR IBA	TDC
1	NOV 2022	ISSUED FOR OPA/ZBA	TDC

PROJECT TITLE:
W/S LOGIE ST, PART OF PARK LOT Z
WEST OF LOGIE SOUTH OF GEORGE
CITY OF KAWARTHA LAKES
ROLL# 165104000114110

DRAWING TITLE:
PROPOSED SITE PLAN

IBW Consulting INC.
130 St. David St. Phone: (647)-535-9461
Lindsay, Ontario e-mail: tom@ibwconsulting.com
N9Y 2S6

DRAWN BY: TD	PROJECT NO: 019-220
DESIGNED BY: TD	DRAWING NO: SP-3
APPROVED BY: TD	DATE: NOV 2022
SCALE: 1:200	

The Corporation of the City of Kawartha Lakes

By-Law 2024-

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

[File D06-2023-015, Report PLAN2024-065, respecting Part of Park Lot Z, West of Logie South of George, 57R-3575 Part 1; Plan 9P Part of Lots 13 to 15, and Part of Park Lot Q West of Logie, North of George, Former Town of Lindsay, identified as w/s, 61 and 75 Logie Street – Dave Sweeney]

Recitals:

1. Sections 34 and 36 of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to determine the appropriate zoning categories and provisions assigned to land.
2. Council has received an application to amend the categories and provisions relating to specific parcels of land to permit residential uses on the subject lands.
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 2024-__.

Section 1:00 Zoning Details

1.01 **Property Affected:** The Property affected by this by-law is described as Part of Park Lot Z, West of Logie South of George, 57R-3575 Part 1; Plan 9P Part of Lots 13 to 15, and Part of Park Lot Q West of Logie, North of George, Former Town of Lindsay, City of Kawartha Lakes.

1.02 **Textual Amendment:** By-law No. 2000-75 of the Town of Lindsay is further amended to add the following section to Section 6.3:

'6.3.28 R1-S23(H)

Notwithstanding the zone requirements for the R1 Zone, on land zoned R1-S23 the following requirements shall apply:

- i) Logie Street shall be considered the front lot line;
- ii) The unopened road allowance that is George Street, shall be considered an interior lot line;

Notwithstanding the permitted uses and zone requirements for the R1 zone, on land zoned R1-S23(H) the removal of the (H) Holding Symbol shall be in accordance with the following:

- The City has confirmed an adequate supply of municipal water and sewer servicing is available to service the subject land.'

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

'8.3.31 R3-S28(H) Zone

Notwithstanding the zone requirements for the R3 Zone, on land zoned R1-S23 the following requirements shall apply:

- i) Logie Street shall be considered the front lot line;
- ii) The unopened road allowance that is George Street, shall be considered an interior lot line;

Notwithstanding the permitted uses and zone requirements for the R3 Zone, on land zoned R3-S28(H) the removal of the (H) Holding Symbol shall be in accordance with the following:

- The City has confirmed an adequate supply of municipal water and sewer servicing is available to service the subject land.'

1.04 **Schedule Amendment:** Schedule 'A' to By-law No. 2000-75 of the Town of Lindsay is further amended to change the zone category:

From the Future Residential (FR) Zone, to the Residential One Special Exception Twenty-Three (R1-S23(H)) Zone with a Holding Provision; and

From the Future Residential (FR) Zone to the Residential Three Special Exception Twenty-Eight (R3-S28(H)) Zone with a Holding Provision, as shown on Schedule 'A' attached to this By-law.

Section 2:00 Effective Date

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

By-law read a first, second and third time, and finally passed, this ___ day of ___, 2024.

Douglas J.F. Elmslie, Mayor

Cathie Ritchie, City Clerk

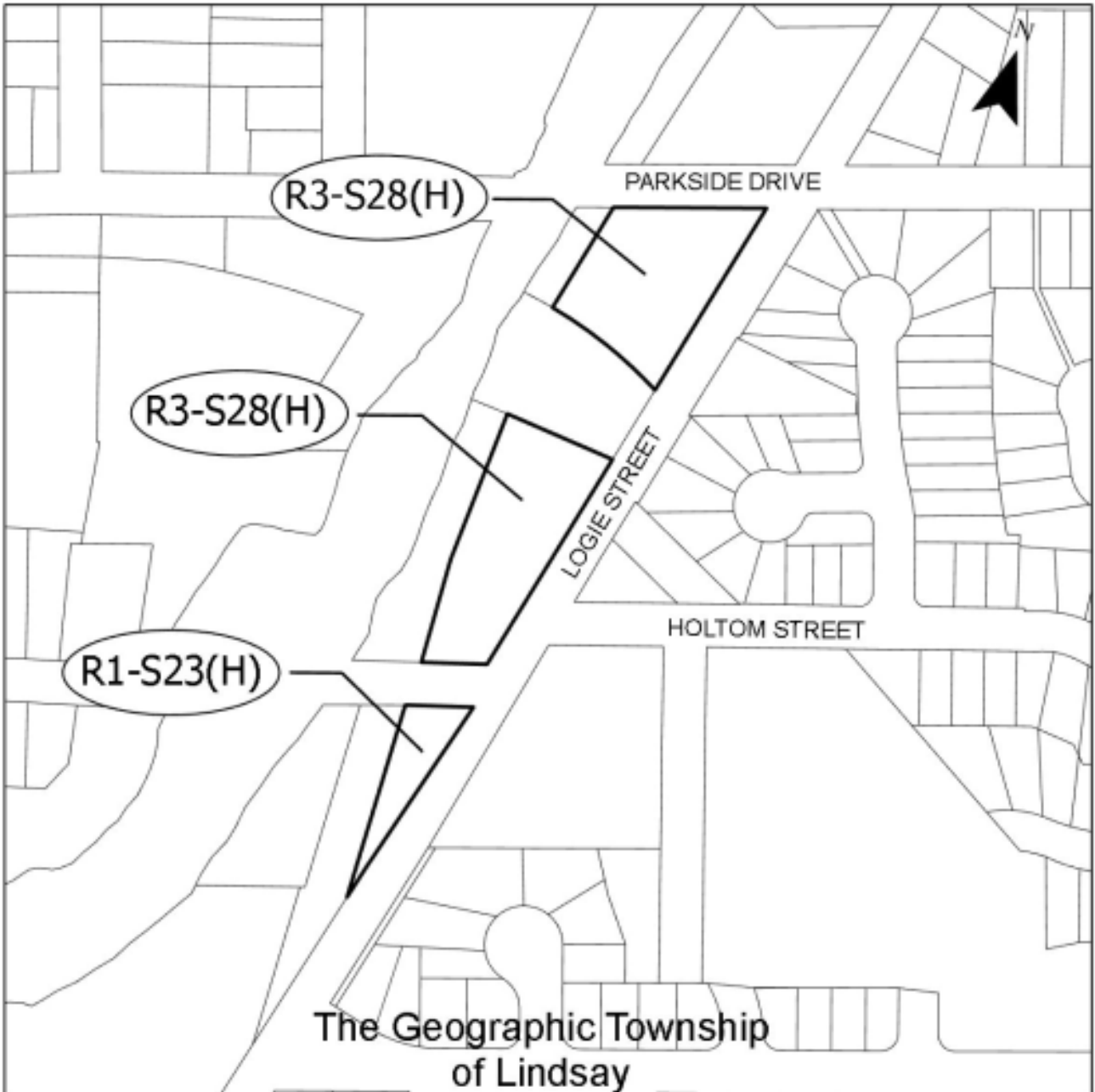
THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

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

THIS _____ DAY OF _____ 2024.

MAYOR _____ CLERK _____





Planning Advisory Committee Report

Report Number:	PLAN2024-070
Meeting Date:	November 27, 2024
Title:	Request to Enter into Subdivision Agreement for Walden Farm Plan of Subdivision 16T-16501
Description:	Request by Anthony Tenaglia & 2042825 Ontario Inc. to enter into a Subdivision Agreement for lands on O'Reilly Lane, Part of Lots 6 and 7, Concession 2, former Township of Ops, now City of Kawartha Lakes
Type of Report:	Regular Meeting
Author and Title:	Leah Barrie, Director of Development Services

Recommendation(s):

That Report **PLAN2024-070, Request to Enter into Subdivision Agreement for Walden Farm Plan of Subdivision 16T-16501**, be received for information;

That the Subdivision Agreement substantially in the form attached in Appendix C to Report **PLAN2024-070, Request to Enter into Subdivision Agreement for Walden Farm Plan of Subdivision 16T-16501**, be endorsed by Council; and

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

Department Head: _____

Legal/Other: _____

Chief Administrative Officer: _____

Background:

The proposal is to permit a shoreline residential plan of subdivision consisting of eight (8) lots for single detached dwellings. The plan also contains blocks for an existing burial plot, drainage and road reserves. The proposed lots are east of Elm Tree Road, will front onto an extension of the north end of O'Reilly Lane and will be developed on private individual services (Appendix 'A').

An Official Plan Amendment is in force to facilitate the plan of subdivision within the Waterfront land use designation, and to address site-specific design standards in accordance with Special Policy 20.7.6.

A Zoning By-law Amendment is in force through By-law 2017-231 to permit residential uses with site-specific design standards following removal of an 'H' holding provision. The by-law effectively protects the burial plot, hazard features, and provides for drainage purposes.

Rationale:

The purpose of this report is to present the staff endorsed draft Subdivision Agreement (Appendix 'C'). This Agreement complies with Council's policies and by-laws applicable to the development of land and incorporates civil engineering standards and land use planning requirements.

Other Alternatives Considered:

No other alternatives have been considered at this time.

Alignment to Strategic Priorities:

The 2024-2027 Kawartha Lakes Strategic Plan identifies the following four strategic priorities:

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

The Walden Farm subdivision will help the City achieve its target of constructing 6,500 housing units by 2031 as stated in the Housing Pledge adopted by Council on November 21, 2023.

Presenting the Subdivision Agreement to Council for information and endorsement exemplifies good government by providing oversight and accountability of the development process.

Financial/Operation Impacts:

No financial or operation impacts are anticipated. Schedule 'D' of the Subdivision Agreement reflects the current cost estimate to be executed by the Engineer of Record. Based on the cost estimate, the total securities to be provided to the City is \$782,781.60 while the total DAAP fee is \$34,615.93. An initial payment of \$25,105.28 has been submitted; the remainder of the fee owed is \$792,292.25.

Consultations:

ECA-Development Engineering Division

Conclusion:

Staff are satisfied that the Subdivision Agreement substantially in the form attached in Appendix 'C' contains all necessary provisions to ensure the subdivision is developed in an appropriate manner.

The following attached documents may include scanned images of appendices, maps, and photographs. If you require an alternative format, please email Wendy Ellis at wellis@kawarthalakes.ca.

Attachments:

Appendix 'A' – Location Map



Location Map.pdf

Appendix 'B' – Draft Plan of Subdivision



Draft M-Plan.pdf

Appendix 'C' - Draft Subdivision Agreement



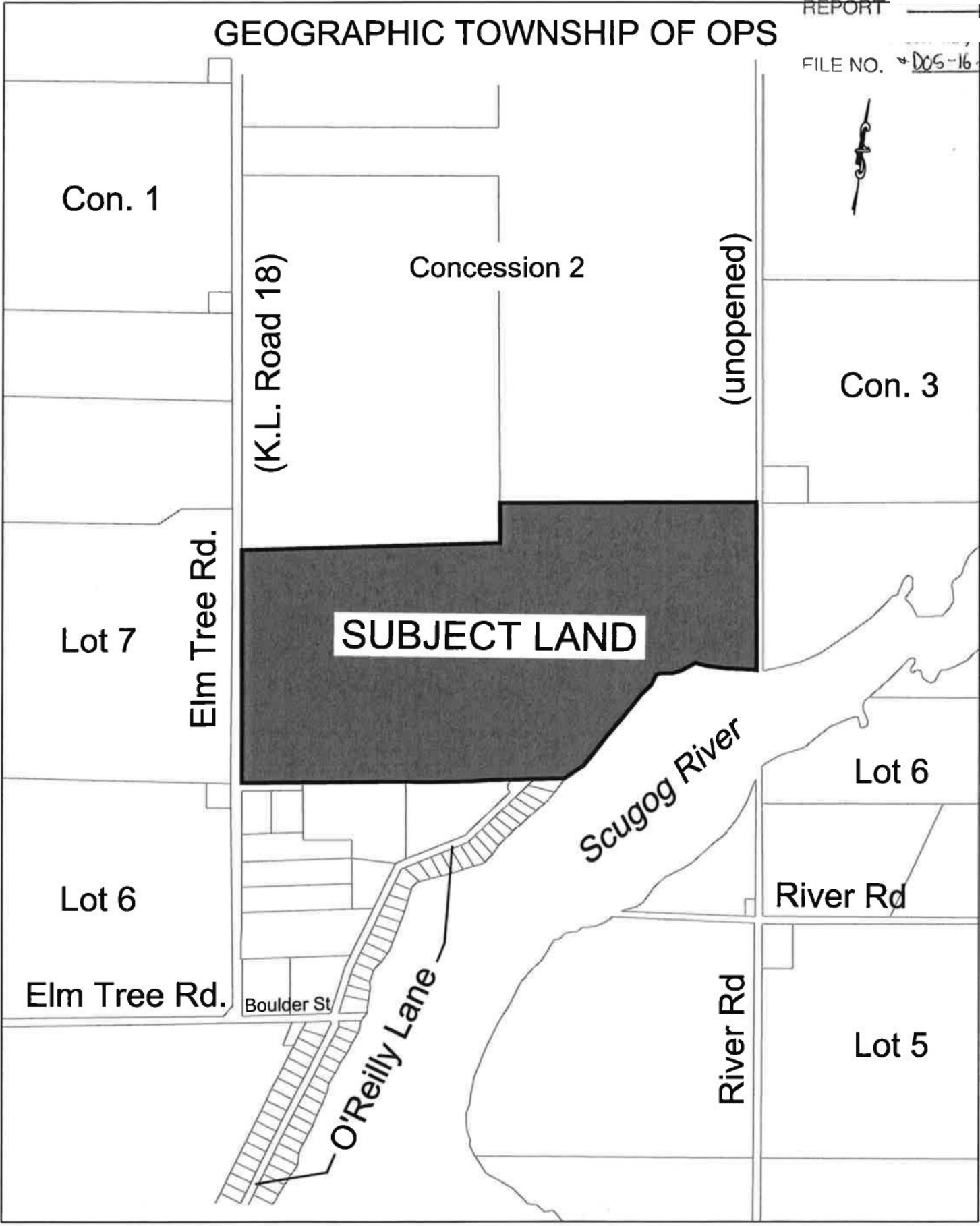
Sub-Agreement_Wald
en_Draft.docx

Department Head email: ibarrie@kawarthalakes.ca

Department Head: Leah Barrie, Director of Development Services

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

GEOGRAPHIC TOWNSHIP OF OPS



PLAN 57M -

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF VICTORIA No. 57 AT O'CLOCK ON THE DAY OF, 2024 AND ENTERED IN THE PARCEL REGISTER FOR PROPERTY IDENTIFIER 63200 - AND THE REQUIRED CONSENTS ARE REGISTERED AS PLAN DOCUMENT No.

REPRESENTATIVE FOR LAND REGISTRAR

FILE No. D38-375

THIS PLAN COMPRISES OF ALL OF PIN 63200 -

PLAN OF SUBDIVISION

OF PART OF LOT 6, AND PART OF LOT 7, CONCESSION 2, GEOGRAPHIC TOWNSHIP OF OPS, NOW IN THE, CITY OF KAWARTHA LAKES SCALE - 1 : 750 METRES RALPH F. GRANDER O.L.S. - 2024.

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

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0).

FOR BEARING COMPARISONS, A ROTATION OF 1°33'20" COUNTER-CLOCKWISE WAS APPLIED TO THE BEARINGS ON P1.

FOR BEARING COMPARISONS, A ROTATION OF 4°47'00" COUNTER-CLOCKWISE WAS APPLIED TO THE BEARINGS ON P2.

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR : 0.9999.....

OBSERVED REFERENCE POINTS (ORPs): UTM ZONE 17, NAD83 (CSRS) (2010.0). COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O.REG. 216/10

POINT ID	NORTHING	EASTING
ORP A	4,904,098.29	678,908.54
ORP B	4,904,058.81	678,799.31

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

CURVE TABLE			
LOT / BLOCK	RADIUS	ARC	BEARING
1	68.50	29.486	N07°32'25"W
7	16.85	19.374	N37°43'45"E
7	23.40	11.139	N57°01'50"E
8	23.40	52.523	N20°54'30"W
BLOCK 11	23.40	3.751	N80°37'00"W
BLOCK 12	91.50	39.386	N07°32'25"W
STREET A	23.40	48.772	N16°18'55"W

CURVE DISTANCES SHOWN ON PLAN ARE ARCS.

NOTES.

- SIB - STANDARD IRON BAR 120cm LONG
- SSIB - SHORT STANDARD IRON BAR 60cm LONG
- IB - IRON BAR 16mm SQUARE 60cm LONG
- IBØ - IRON BAR 19mm ROUND 60cm LONG
- IP - IRON PIPE
- PB - PLASTIC BAR
- - DENOTES FOUND □ - DENOTES PLANTED
- ALL LOT CORNERS PLANTED ARE IRON BARS UNLESS OTHERWISE SHOWN.
- ALL SET SSIB AND PB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11 (4) OF O.REG. 525/91.
- SHORE TIES ARE AT RIGHT ANGLES TO TRAVERSE LINE UNLESS OTHERWISE NOTED.
- P1 - REGISTERED PLAN No. 469
- P2 - PLAN 57R - 9797
- P3 - PLAN 57R -
- WIT - WITNESS
- MSD - MEASURED
- - - - - FENCE
- 902 - DENOTES COE FISHER CAMERON O.L.S.
- 1183 - DENOTES H.F. GRANDER O.L.S. Co. Ltd.

APPROVED UNDER SECTION 51 OF THE PLANNING ACT, R.S.O. 1990, C.P. 13, THIS DATE OF, 2024.

DIRECTOR OF DEVELOPMENT SERVICES
CITY OF KAWARTHA LAKES

OWNER'S CERTIFICATE.

THIS IS TO CERTIFY THAT:
1. LOTS 1 TO 8, BOTH INCLUSIVE, THE BLOCKS 9 & 10, 0.30 RESERVES NAMELY BLOCK 11 AND BLOCK 12 AND THE STREET NAMELY STREET 'A' HAVE BEEN LAID OUT IN ACCORDANCE WITH MY INSTRUCTIONS.
2. THE STREET IS HEREBY DEDICATED TO THE CORPORATION OF THE CITY OF KAWARTHA LAKES, AS A PUBLIC HIGHWAY.

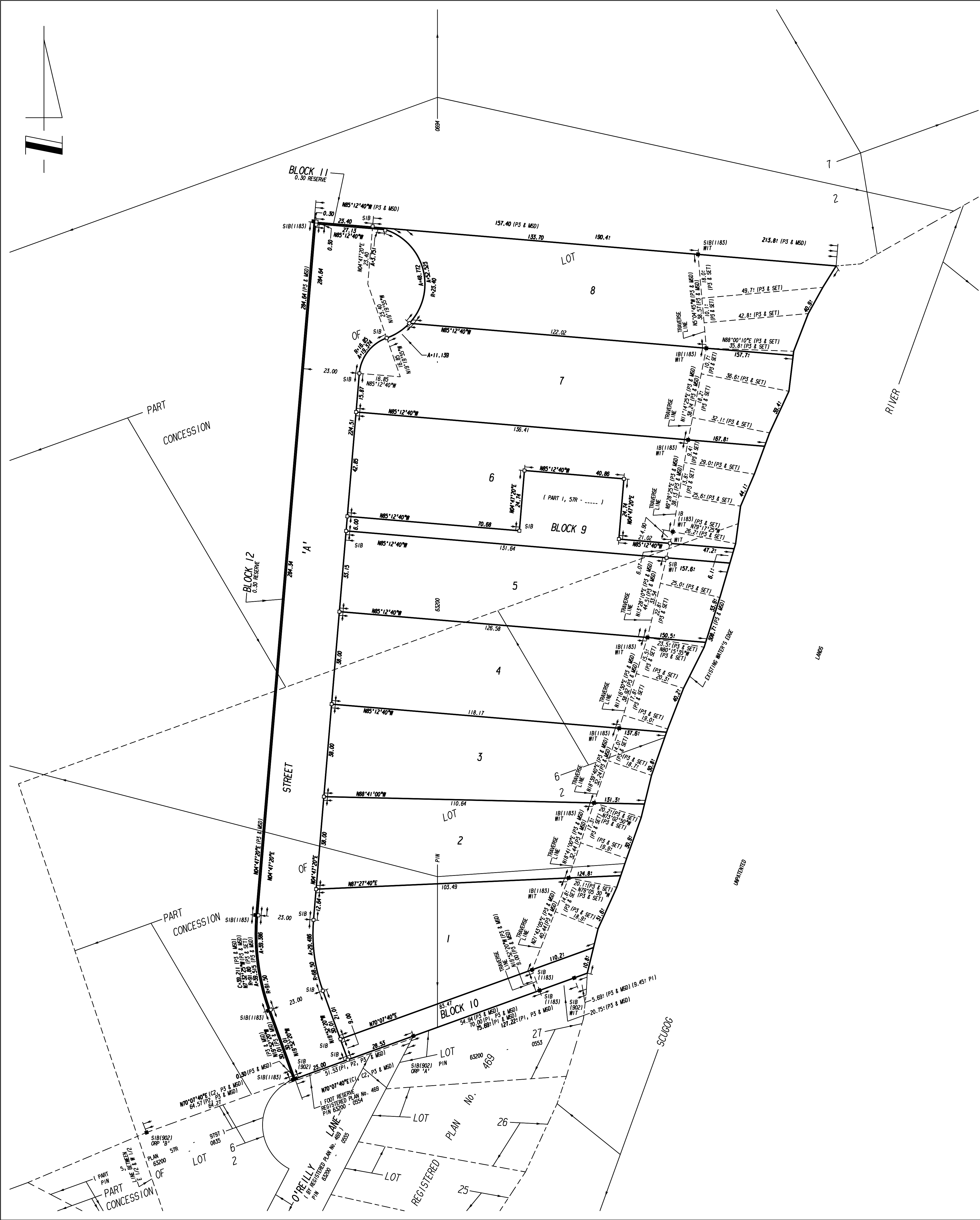
DATED:

....., PRESIDENT
I HAVE AUTHORITY TO BIND THE CORPORATION

OCTOBER 31, 2024

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-.....

H. F. GRANDER Co. Ltd.
ONTARIO LAND SURVEYOR
1575 HIGHWAY 7A WEST, UNIT 2A
POST OFFICE BOX 616
PORT PERRY, ONTARIO
L9L 1A6
TEL. (905) 985-3600 FAX. (905) 985-2347
CADD FILE: 72157-S-1.DPD
PROJECT No. 72157-5



Document General

Subdivision Agreement

Between:

Anthony Tenaglia & 2042825 Ontario Inc.

and

The Corporation of the City of Kawartha Lakes

Walden Farm Subdivision
16T-16501

Dated as of _____, 2024

CITY OF KAWARTHA LAKES

SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of November, 2024.

BETWEEN:

Anthony Tenaglia & 2042825 Ontario Inc.

(“OWNER”)

Party of the FIRST PART

and

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(“CITY”)

Party of the SECOND PART

WHEREAS the Owner warrants that it is the registered Owner in fee simple of the lands described as Part of Lots 6 and 7, Concession 2, Geographic Township of Ops as shown on Plan 57M- _____, now City of Kawartha Lakes (the “Development Lands”), upon which the Owner intends to develop a subdivision;

AND WHEREAS Council has approved the Owner’s draft Plan of Subdivision in City File No. 16T-16501 – D05-16-004 (the “Plan”), subject to conditions;

AND WHEREAS the Council approved draft Plan is as described in **Schedule “A-2”** to this Agreement;

AND WHEREAS the Owner desires to develop the Development Lands to create eight (8) lots and four (4) blocks, together with associated streets, to accommodate construction of 8 dwelling units on a portion of the Development Lands;

AND WHEREAS the City has draft-approved the Plan on the condition, amongst others, that the Owner enter into a Subdivision Agreement with the City for the development to satisfy all requirements, including financial, legal, engineering and other requirements, to the satisfaction of the City;

AND WHEREAS the Owner is required to enter into this Agreement with the City prior to obtaining final approval of the Plan of subdivision;

AND WHEREAS subsection 51(25)(d) of the *Planning Act*, R.S.O. 1990, c. P. 18, as amended (“Planning Act”) provides the requisite authority for entering into such an agreement;

AND WHEREAS this Agreement applies to the lands described at **Schedule “A-2”**, and shown as Lots 1 to 8 both inclusive, and Blocks 9 to 12 both inclusive, on Plan 57M-_____, (hereafter referred to as the “Lands”).

AND WHEREAS Council has authorized the execution of this Agreement;

AND WHEREAS subsection 51(26) of the *Planning Act* provides that this Agreement may be registered on the title of the land to which it applies and that the City is entitled to enforce the provisions of the Agreement against the Owner and any subsequent owner(s) of the Lands;

AND WHEREAS the City has agreed that the Owner may construct and install certain Public Services, as further described herein, to serve the Lands to be serviced, and shall undertake to make such financial arrangements with the City for the installation and construction of the said Public Services as are hereinafter provided and to enter into this Agreement.

AND WHEREAS the Owner is required to grant certain land referred to herein for Municipal purposes;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for 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 the other, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree as follows:

1.0 The recitals herein are true and accurate and form part of this Agreement.

1.1 PUBLIC SERVICES

a) SERVICING

(i) The Owner shall commence within twelve (12) months of the date of execution of this Agreement, and shall complete within forty-eight (48) months after the date of execution of this Agreement, subject to unavoidable delay and pursuant to written notification to the Director of Engineering and Corporate Assets (the “Director”), the installation of all of the Public Services as shown on **Schedule “A-1”** and as further itemized in **Schedules “C”** and **“D”** to this Agreement (the “Public Services”). All Public Services shall be constructed in strict accordance with the plans and specifications approved by the Director, or his or her designate or equivalent. A paper copy and electronic copy (AutoCAD and pdf) of the approved construction plans shall have been deposited with the

Director prior to the execution of this Agreement by the City.

(ii) The Owner agrees to submit to the City, prior to commencing the installation of services, a construction management plan to regulate the routing of construction traffic for all phases of the development. The construction management plan will include all sediment and erosion control measures and measures to minimize construction mud on the roads as well as, road cleanings at the expense of the Owner. In addition, the construction management plan will outline the schedule of the installation of the Public Services, the communication plan, and the contact information for all of the parties involved in the subdivision. The construction management plan shall 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.

b) INSPECTION

The Owner covenants and agrees to retain a competent engineer experienced in the municipal engineering field. All of the Public Services shall be installed under the supervision and inspection of the engineering firm of Tatham Engineering (the "Engineer"), and the Owner shall not retain the services of another engineering firm or change firms without the prior written consent of the Director. The Engineer is hereby approved by the Director and shall file in writing with the Director an undertaking, signed by the Owner and the Engineer, as provided in **Schedule "I"** with respect to the work being done under its supervision and inspection. The Engineer shall provide appropriate inspection and review of the work in order that a written final certification regarding all of the Public Services may be provided. The Engineer shall continue to be retained by the Owner until all requirements of this Agreement have been completed to the satisfaction of the Director, and until the Engineer confirms, in a form acceptable to the Director, that the Public Services have been constructed in accordance with the approved design and specifications.

The Owner shall notify the Director at least two (2) business days in advance of the commencement of any construction associated with the Public Services. The Owner's Engineer shall provide fully qualified, experienced supervisory layout and inspection field staff to provide quality assurance of the construction of the Public Services. If the Owner's Engineer does not supervise the installation of the Public Services to the Director's satisfaction, the City may stop the construction.

c) CONTRACTORS

Any contractors employed by the Owner to complete the installation of any portion of the Public Service must be approved by the Director. Notwithstanding this, contractors engaged to grade, topsoil and sod the boulevards and those engaged to construct and pave driveway aprons prior to the assumption of any

roads by the City need not be approved by the Director, subject to such work being certified by the Engineer.

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

d) INSTALLATION

In the event that the Owner fails to complete the hereinafter mentioned Public Services within the specified period outlined in Section 1.1 .a) above, or, is in default as per Section 8, the Director may, without further notice, enter upon the said Lands and proceed to supply all materials and do all necessary works in connection with the installation of said Public Services, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, including all sediment and erosion controls, and to charge the cost thereof, together with an administrative fee of 5% of the cost of such material and works, to the Owner who shall forthwith pay the same upon demand by the City. It is understood and agreed between the parties hereto that such entry upon the Lands shall be as agent for the Owner and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the said Public Services by the City.

No finished road surface, top course asphalt, or final coat or lift shall be installed until the Director has given to the Owner written permission to proceed. All roads under construction within the Plan must be marked with signs provided by the Owner which clearly state that the roads are not assumed by the City and that use of roads and sidewalks is 'at your own risk'. The signs will not be removed until such time as an assumption by-law is passed.

Engineering drawings showing as constructed (Record/"As-Built") information for all Public Services installed, in electronic AutoCAD, pdf and hard copy are required to be submitted to the City for Acceptance and Substantial Completion of Public Services and residential occupancy. The Owner will be responsible for executing all public servicing locates, including storm infrastructure, within the development until the Director receives and approves the Record drawings.

e) REPAIRS

If, at any time prior to the Assumption of the Public Services as outlined in Section 1.1h) below, any of the Public Services fail to function, or do not function properly, or are constructed in such a manner as to cause damage or pose a threat of damage of any nature or kind whatsoever, and, in the reasonable opinion of the Director, rectification or action is required to prevent damage or hardship to persons or property, the Owner shall, upon the written instructions of

the Director, do all acts and things as are required by the Director to rectify the condition.

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

f) ACCEPTANCE AND SUBSTANTIAL COMPLETION

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

Construction of the Public Services shall not be deemed to be completed, and no occupancy of any unit shall be permitted, until the Owner has filed with the Director the following:

- i) An electronic copy on a CD (AutoCAD and pdf) as required and a full set of hard copy drawings showing Record/As-Built information;
- ii) A letter of credit or cash deposit in the amount of 10% of the total cost of all Public Services accepted to guarantee performance of the substantially completed Public Services;
- iii) A statutory declaration as per the City's template that all accounts for material, labour and equipment employed for installation of the substantially completed Public Services are paid in full;
- iv) A certificate from the Engineer, certifying that the accepted Public Services have been constructed in conformity with this Agreement and in accordance with the plans and specifications approved by the Director subject to any variation or amendment as approved in writing by the Director or his or her designate as the case may be, and that the rough grading of the Lands has been completed to provide the proper outlet for the major design storm, including completion of the stormwater management facilities.

g) MAINTENANCE

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

of surface asphalt and final repairs, as applicable.

h) ASSUMPTION

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

- i) to clean and remove any debris and earth deposits from all roadway pavement and the Lands;
- ii) to rectify and repair all damages, settlements, or depressions to the above ground infrastructure including roadways, etc.;
- iii) to rectify, clean out, and repair damages to the stormwater management facilities, and to certify to the City these facilities are functioning in accordance with the approved stormwater management report and engineering drawings;
- iv) to comply with and pay all outstanding work orders that the City may have concerning emergency repairs; and
- v) to make all plant material replacements pursuant to the conditions of the maintenance period.

i) CONDITIONS FOR ASSUMPTION OF PUBLIC SERVICES

The City COVENANTS AND AGREES that the assumption of the Public Services shall take place upon fulfillment of all of the conditions set out in Section 1.1 h) above to the satisfaction of the Director. In addition, the Director must be satisfied that the following have been received:

- 1) a certificate from the Engineer stating that all stormwater management facilities as required in the stormwater management report and as shown on the engineering drawings are constructed, are operational, and are functioning;
- 2) a certificate from the Engineer confirming that the roads are constructed in conformance with the approved engineering design and geotechnical report and further the Engineer will provide the anticipated maintenance schedule for the roads to be assumed;
- 3) a certificate from an Ontario Land Surveyor certifying that he or she has confirmed the areas and frontage of all lots and blocks located in the subdivision and has located or replaced all standard iron bars as shown on the registered plan, and has located or properly re-established all block corners, the beginnings and ends of all curves including all corner roundings and all points of change in direction of streets;
- 4) a certificate executed by the Engineer, in conjunction with a final grade plan verifying all lot and block elevations for the subdivision,

certifying that all lots and blocks within the subdivision have been graded in accordance with the overall grading plan and that there are no drainage problems for which the Owner is responsible;

- 5) the stormwater management operation and maintenance manual, including record of all clean outs and inspections and confirming compliance with Ministry of the Environment, Conservation and Parks approval;
- 6) confirmation from the City that any emergency repairs that may have been completed by the City have been paid for by the Owner;
- 7) Property Identification Numbers (PIN) for all segments of road and parcels of land to be assumed by the City;
- 8) a listing of assets to be assumed by the City, in a format acceptable to the City; and
- 9) a statutory declaration confirming all payments have been made, as per the City's template.

j) ASSUMPTION BY-LAW

Upon the satisfaction of all of the conditions as aforesaid, the Director shall submit a written report to the City Council stating that the Public Services have been constructed and installed to municipal specifications, that all accounts in connection therewith have been paid, that all financial requirements have been met or will be met on the passing of an Assumption By-law, and that the Public Services are in the required condition to be assumed. When all of the requirements of this section have been fulfilled, the Owner shall request that City Council pass an Assumption By-law for the Public Services. Upon an Assumption By-law being passed, the ownership of the Public Services shall vest in the City, and the Owner shall have no claims or rights thereto other than those accruing to it as an owner of land abutting on public highways where the Public Services were constructed or installed.

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

k) LIABILITY

i. INDEMNITY

Until assumption as provided for in Section 1.j) above, the Owner on behalf of themselves, their heirs, executors, administrators, assigns and successors in title shall indemnify, defend and save harmless the City, its elected officials, officers, employees and agents from and against any and all claims of any nature,

actions, causes of action, losses, expenses, fines, costs (including legal costs and investigation expenses), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death, damage to or destruction of property as a result of, or in relation to any matter arising under this Agreement, the enforcement or non-enforcement of the Owner's obligations under this Agreement, the condition or state of repair of any and all of the works carried out in accordance with this Agreement, in consequence of any breach of any warranty, representation, term, obligation or covenant of the Owner contained in this Agreement, except for the negligence or wilful misconduct of the City.

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

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

ii. INSURANCE

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

- a. Commercial General Liability Insurance shall be in the name of the Owner with the *Corporation of the City of Kawartha Lakes (herein after called the City)* named as an additional insured, with limits of not less than Ten Million (\$10,000,000.00) dollars inclusive per occurrence. Coverage shall include but is not limited to bodily injury, death and damage to property including loss of use thereof, products and completed operations liability, blanket contractual liability, owners and contractors protective, premises and operations liability, contingent employers liability, non-owned automobile liability and contain a cross liability and severability of interest clause. If applicable, such policy shall include an "XCU" endorsement providing coverage for property damage and injury related to construction works such as excavation, pile driving, blasting, shoring, underpinning, raising or demolition of any building or structure,

collapse of any structure or subsidence of any structure or land from any cause;

- b. If applicable, Standard Form Automobile Liability Insurance with limits of not less than Five Million (\$5,000,000.00) dollars inclusive per occurrence for Third Party Liability including bodily injury, death and damage to property, in respect of the use or operation of all motor vehicles owned, operated or leased by the Owner;
- c. "Broad Form" (all risk) Property Insurance covering all property, equipment, machinery, tools and stock used by the Owner for the performance of the Work including costs to clean-up and restore property damaged by sudden and accidental escape of pollutants and shall be in a form acceptable to the City and shall not allow subrogation claims by the Insurer against the City;
- d. The Owner shall cause to be placed by each professional engineer or other professional consultant it retains in connection with its development of the Lands, Professional Liability Insurance in an amount of not less than Five Million (\$5,000,000) dollars per occurrence.
- e. Environmental Impairment Liability Insurance subject to limits of not less than Five Million (\$5,000,000.00) dollars inclusive per claim and shall include coverage for but not limited to bodily injury including death, property damage and remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate (including associated monitoring) or dispose of soil, surface water, groundwater or other contamination. The policy shall be endorsed to include the *Corporation of the City Kawartha Lakes* as an additional insured. The policy shall be renewed for 3 years after the termination of this Agreement. The City has the right to request that an Extended Reporting Endorsement be purchased by the Owner at the Owner's sole expense;
- f. Installation Floater insuring any and all materials (including labour), supplies, property of the Owner/property of others intended for the installation in connection with repair, completion, erection or improvement of property. Coverage applies while property is in transit to the installation site, while stored at a temporary location, awaiting installation at the work site, during loading and unloading as well as the course of installation until completed. The limit for any one loss is not to be less than an amount equal to the maximum value of the property being installed at any one time in the performance of the work being completed;

- g. If applicable, Hook Liability coverage in the amount of the value of the equipment being lifted at any one time during the performance of the work; and,
- h. Umbrella and/or Excess Liability Insurance policies may be applied to increase liability limits. Certificate(s) of insurance must specify the underlying policies to which the umbrella/excess coverage applies and indicate any applicable aggregates.

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

2.0 CLEARANCE OF BUILDING LOTS

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

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

Charges by the Owner is due.

The Owner shall not make an application for occupancy of any lots until,

- (a) all services and utilities that are required to service the building have been constructed, including, that water, sewage and drainage facilities and suitable base asphalt road foundation have been installed, and the Engineer certifies that such drainage facilities are operating in accordance with the conditions contained herein, in or on the roadway in front of the Lot, Lots or Blocks that are subject to the building permit application;
- (b) the City has received payment of the Development Charges, all other building permit application fees applicable to such Lot or Block and a permit from Kawartha Region Conservation Authority, where applicable. This requirement, however, shall not apply to any of the Development Charges for which the City has, elsewhere in this Agreement, granted a deferral to the Owner as per Council Policy CP2019-005, in which case the provisions governing the deferral shall determine when payment of the Development Charges by the Owner is due;
- (c) The Plan of subdivision as described herein at **Schedule "A-2"** has been registered on title;
- (d) This Agreement has been registered on title;
- (e) All necessary fire access routes have been constructed to the satisfaction of City's Chief Fire Official; and,
- (f) If applicable, an acoustic engineer has certified that the plans for the building are in accordance with the noise impact study.

2.1 PHASING – N/A

2.2 SERVICING ALLOCATION – N/A

2.3 DEVELOPMENT TO PROCEED EXPEDITIOUSLY

This Agreement requires that development of the Plan of subdivision is to commence within one (1) year and that the Plan of subdivision is to be completed within four (4) years of the date of this Agreement, unless otherwise agreed to by the City. If the proposed development governed by this Agreement is not commenced within one (1) year from the date that this Agreement is fully executed by both parties, the City may, at its sole option and on thirty (30) days notice to the Owner, declare this Agreement null and void and of no further force or effect. The Owner shall not be entitled to a refund or credit of any fees, levies, development or other charges paid by the Owner or for any credits for works constructed or provided by the Owner in lieu of payment of any development charges otherwise payable pursuant to this Agreement.

3. LAND FOR MUNICIPAL PURPOSES

a) The Owner COVENANTS AND AGREES to convey to the City free of charge and free of all encumbrances such easements and Blocks as are set out in **Schedule “B”** hereto for the installation and maintenance of the Public Services installed by the Owner under provisions of this Agreement and for Municipal purposes in conjunction with the Registration of Plan of Subdivision.

b) The Owner further COVENANTS AND AGREES not to convey, or agree to convey, any portion of the Lands shown on **Schedule “A-2”** hereto in which the City or Hydro One Networks Inc. is being conveyed an interest by way of easement, right-of-way or agreement, under the terms of this Agreement until such time as the City and Hydro One Networks Inc. have registered the grant of easement or right-of-way on title of the property through which an easement or right-of-way passes.

It is understood that the lands associated within the cul-de-sac currently terminating O’Reilly Lane are to be converted to the extension of O’Reilly Lane; and, that portion of lands no longer necessary for the cul-de-sac as a result of the conversion for the purposes of the extension of O’Reilly Lane is intended to be conveyed to adjacent landowners.

c) The Owner and the City further AGREE that the deeds for all the said Land as set-out in **Schedule “B”** hereto have been approved by the City Solicitor and deposited with the City Clerk prior to the execution of this Agreement.

d) The Owner further COVENANTS AND AGREES that any portion of the Lands conveyed to the City for municipal purposes will not be used for the disposal of debris obtained from the development of any portion of the Development Lands herein developed, and the Owner further COVENANTS AND AGREES to restrain all others from depositing junk, debris and refuse on the Land conveyed to the City under **Schedule “B”** of this Agreement and further COVENANTS AND AGREES to remove any such junk, debris or refuse so deposited immediately when so directed by the City and at the Owner’s expense.

e) The parties agree that, in the event the required easements, rights-of-way, or other Land as required pursuant to this Agreement have not been properly provided, the City, in addition to any other remedies available to it, may expropriate such easements, rights-of-way, or Land, and the costs of such expropriation shall be at the expense of the Owner.

f) The City AGREES to complete the registration of all such easements, as well as this Agreement, within ten (10) days of the date of Registration of the Plan of Subdivision, failing which the Owner is hereby authorized to complete such registration on the City’s behalf.

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

4. LAND TO BE RETAINED BY THE OWNER

Prior to final approval and registration of the Plan of Subdivision, the Owner AGREES to provide the complete legal description of all land shown as “Other lands owned by the Applicant” as shown on the key map of the Plan of Subdivision.

5. LOT GRADING

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

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

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

construction of additional drainage or appurtenant works, the Owner shall construct such additional works when so directed by the Director and at the Owner's sole cost. The Owner will provide an "As-Built" Lot Grading Plan reflecting all alterations, additions, and amendments.

d) The Owner shall submit site and grading plan(s) at the same time as, or prior to, submitting any Building Permit application for any Lot or Block within the Plan of Subdivision. Such Lot Grading and Drainage Plan shall show:

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

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

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

or Block as identified on the plan, free of the deposit, disposal, or operation of any materials, structures or equipment, other than material or equipment required for the construction of the leaching bed within the sewage system envelope.

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

6. PAYMENT OF TAXES

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

b) The Owner further UNDERTAKES AND AGREES to pay all taxes levied, or to be levied, on the Development Lands on the basis and in accordance with assessment and collector's roll entries until such time as the Lands herein being developed have been assessed and entered on the collector's roll.

Notwithstanding the foregoing, nothing contained herein shall prevent the Owner from appealing such taxes or exercising any other rights of appeal it may have at law.

7. COMMUTATION OF LOCAL IMPROVEMENTS

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

8. DEFAULT

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

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

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

9. FINANCIAL ARRANGEMENTS

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

- a) The Owner, at its own expense, shall provide the City at the time of execution of this Agreement, an irrevocable letter of credit and/or security in the amount of 100% required by the City (hereinafter referred to as "Security") to guarantee and secure the due performance by the Owner of all of the obligations imposed upon the Owner by this Agreement and as outlined in **Schedule "D"**, including, without limiting the generality of the foregoing, the performance of the work and development, including engineering, planning and legal expenses incurred by the City in connection with the administration and enforcement of this Agreement. The estimated cost of these works and Public Services is set out in **Schedule "D"** hereto. The amount identified as Security to be posted by the Owner in **Schedule "D"** reflects an agreement by the City to allow the Owner to post a reduced amount without releasing the Owner of its obligations hereunder to be fully responsible for all costs and obligations.
- b) The aforesaid security shall be in a form approved by the City's Treasurer and the Owner COVENANTS AND AGREES that the said security shall be kept

in full force and effect and that he or she will pay all premiums as the same come due until such time as the City accepts the said Public Services as hereinbefore provided at which time the said security shall be reduced in accordance with Section 1.1 f) above and returned to the Owner. The aforesaid security shall also contain the following provisions:

- i) The security shall be for any obligations of the Owner pursuant to the provisions of this Agreement, without limitations whatsoever and shall include applicable H.S.T.;
 - ii) Drawings on the security shall be permitted upon the City claiming default by the Owner under the terms of this Agreement, and certifying that the notice provided for under Section 8 hereof has been given, and such default shall not be limited to the actions of the Owner;
 - iii) Partial drawings on the security shall be permitted at the time of acceptance and substantial completion and at the time of assumption;
 - iv) If the security is in the form of a letter of credit and is not renewed at least thirty (30) days prior to the date of expiry by an irrevocable letter of renewal or replacement letter of credit in such form and on such terms acceptable to the City's Treasurer, the City may be permitted to draw on up to 100% of the letter of credit on or before the date of expiry; and
 - v) The Owner shall provide to the City on an annual basis confirmation of the validity and currency of the security held by the City. Said confirmation shall be in the form of the **Schedule "D"** engineering cost estimate accompanied by a letter submission confirming that the security held pursuant to **Schedule "D"** reflects the value of work outstanding at that time.
- c) While at all times being subject to the discretion of the City, the calculation of the amount of any reductions on the security held pursuant to **Schedule "D"** to reflect the value of work already completed by the Owner shall generally be as follows:
- i) Calculate 10% of the estimated cost of the completed works as inspected and agreed to by the City;
 - ii) Add thereto the estimated value of the uncompleted work;
 - iii) Add to that subtotal an allowance for contingencies (5%) and engineering and inspection (7%);
 - iv) The resultant amount including the applicable H.S.T. shall be the revised amount of security required to be held pursuant to **Schedule "D"**; and

- v) At no time can the amount of security be reduced to below the actual amount required to secure the completion of Public Services and the full payment of the required Development Charges.

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

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

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

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

Said Engineering Fee, intended to reimburse the City for the expenses incurred by it in processing the post-draft-plan-approval development of the subdivision, shall be in the amount of 4.5% of the estimated construction value of the Public Services created relative to the subdivision as laid out in **Schedule “D”** (exclusive of H.S.T.). Inter alia, the above-mentioned fee includes all services provided by the City in relation to approval of the grading on individual Lots and Blocks created by the registered Plan. The collection of all of the aforementioned Fees shall be in accordance with By-Law 2007-132, as amended.

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

2024 Residential Dwelling Unit Type		Single- or Semi-Detached	Row or Multiple	Apartment : Two or More Bedrooms	Apartment: One Bedroom	Total
Number of Dwelling Units in Proposed Subdivision		8				8
RURAL Development Charge Rate Per Dwelling Unit	Health and Social					
	Airport					
	By-Law Enforcement					
	Parking					
	Parks and Recreation					
	Library					
	Administration Studies					
	Fire					
	Paramedic					
	Police					
	Transit					
	Waste Diversion					
	Roads and Related					
	Water Treatment					
	Water Distribution					
	Wastewater Treatment					
	Wastewater Collection					
		\$12,157.00				
Total Development Charges Owed to the City by the Owner, if payable as at the date that this Agreement is entered into by the parties. Actual amounts may vary based on date payment due.		\$97,256.00				

10. NOTIFICATION

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

Name **Robert Catenacci c/o 2042825 Ontario Inc.**
Address **21 Windmer Street**
 Suite 2011
 Toronto, ON M5V 0B8
Phone **647-802-7625**
Email **rcafenacci@rogers.com**

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

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

11. NOTIFICATION OF SERVICES

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

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

12. HYDROGEOLOGICAL REPORT

The Owner AGREES that existing wells on the site, including test wells that shall not be utilized for potable water supply or monitoring in the future, shall be abandoned in accordance with well regulations (Ontario Water Resources Act, R.R.O. 1990, Regulation 903, and any subsequent amendments) at no cost to the City. Development shall proceed in accordance with the Hydrogeological Assessment Report prepared by Grace and Associates, April 29, 2016.

13. EMERGENCY ACCESS ROUTE / WALKWAY

The Owner AGREES to identify any emergency access route or walkway on **Schedule "A-1"**.

14. CONSTRUCTION ACCESS

The Owner AGREES that all construction access to the site shall only be from **O'Reilly Lane**. The construction access route must be clearly signed to the satisfaction of the City. The construction access route must be maintained in

good condition to avoid the transfer of dirt and debris from the subdivision development.

15. ZONING

The Lands described on **Schedule "A-2"** hereto are governed by the provisions of File D06-16-031 and Zoning By-Law 2017-231, as amended which provides the following zoning:

LOT OR BLOCK	ZONE
Lots 1-3 (Residential)	RS-2(H) & HL
Lots 4-8 (Residential)	RS-3(H) & HL
Block 9 (Grave Site Block)	OS-8(H) & HL
Block 10 (Drainage Block)	OS-7(H) & HL
Block 11 (0.3 m Reserve N)	A
Block 12 (0.3 m Reserve W)	A

16. CONSTRUCTION & SOIL USE

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

- a) That all streets abutting on the Lands to be included in this Agreement and to be used for access during the construction of the dwellings or other buildings on the Plan shall be kept in good and usable condition during the said construction and, if damaged, will be restored immediately and all trucks making delivery to or taking materials from the Lands in the said Plan shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish or debris on the said streets abutting. The Engineer shall prepare a written engineering condition assessment of all streets abutting the Lands to be developed to establish the condition of the streets prior to any construction. The condition assessment shall be submitted to the City for review. The City will confirm that the appraisal shall form the basis of subsequent reassessment of the condition of the street during or after the construction period. If an objection is filed by the Owner, an independent assessment by an engineer appointed upon mutual consent of the City and the Owner shall form the basis of comparison.

b) That all topsoil removed from the Lands, shown on **Schedule “A-1”** attached hereto, shall be stockpiled and vegetated, and as each building is completed. The topsoil so stockpiled shall be placed around the grounds of each building to minimum consolidated depth of 150mm and shall include all surfaces not covered by buildings, driveways or pavement.

c) That the Owner is solely responsible for ensuring that sufficient topsoil is available for all Lots and Blocks to comply with the requirements of this Agreement.

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

17. REGISTERED PLAN

a) The Owner shall register, at its expense, the M-Plan described at **Schedule “A-2”** hereto on title to the Development Lands within thirty (30) days of final approval of the Plan of Subdivision being provided to the Owner by the Director of Development Services.

b) The Owner shall supply a “mylar” copy of the Registered Plan of Subdivision to the Director immediately following registration.

18. UTILITY COORDINATION

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

19. AGREEMENT WITH HYDRO ONE NETWORKS INC.

The Owner shall enter into an Agreement for Electrical Servicing with Hydro One Networks Inc. This Servicing Agreement will specify all the terms, conditions, and financial obligations to facilitate the extension of electrical servicing to the Lands, and including easements as required across Blocks 9 and 10. Hydro One Networks Inc. may as part of its Electrical System Servicing Agreement, require a type of Development Charge or Systems Capital Contribution Fee towards the provision of system(s) capacities expansion outside of the Plan of Subdivision but necessary to ensure the integrity of the company’s power distribution grid. The relocation of any pole and/or anchor shall be paid for by the Owner.

The Owner AGREES that a Multi-Service connection Agreement must be

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

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

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

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

20. STREETScape PLAN

The Owner COVENANTS AND AGREES to:

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

21. WINTER MAINTENANCE AND WASTE COLLECTION

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

22. MODEL HOME/SALES OFFICE – N/A

23. TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD AND PETERBOROUGH, VICTORIA, NORTHUMBERLAND AND CLARINGTON CATHOLIC DISTRICT SCHOOL BOARD

All Agreements of Purchase and Sale for all Lots and Blocks governed by this Agreement shall provide notice that pupils who reside within this Plan of Subdivision and attend public elementary and/or secondary schools may be required to be transported to schools, and that, if transportation to schools is necessary, the pupils who reside within the Plan will meet the school bus on

roads now in existence or at another designated place convenient to the Trillium Lakelands District School Board and the Peterborough, Victoria, Northumberland and Clarington Catholic District School Board.

24. FIRE SERVICE DEPARTMENT REQUIREMENTS

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

b) The Owner and City AGREE that Building Permits will be restricted to provide for a fire break as follows:

1. Except as provided in Sentence 2, a firebreak shall be a single house lot, a semi-detached house block, a townhouse block or a parcel(s) of land no less than 9.1 metres (30 feet) in width that is vacant of all structures and buildings.
2. A firebreak may contain the following:
 - a. A completed foundation and first floor platform constructed under authority of a building permit, or
 - b. A building with a completed exposing building face including roofing, fascia, soffit, cladding, windows, doors and fire resistance rating, where required.
3. A firebreak plan shall be submitted to the City for approval prior to the issuance of any building permits in the subdivision.
4. A firebreak shall be maintained free of all construction material, ground cover, equipment and debris.
5. In the case of single house lots and semi-detached house blocks, a firebreak shall be provided not more than every:
 - a. 6th single house lot, and
 - b. 3rd semi-detached house block.
6. Combinations of adjacent single house lots and semi-detached house blocks may be provided so as not to exceed 6 dwellings in a row without the occurrence of a firebreak.
7. A firebreak shall be provided immediately adjacent to each end of a townhouse block.
8. Requests to release approved fire break lots shall be in writing to the Chief Building Official.
9. As construction proceeds, the developer may submit a revised firebreak plan to the Chief Building Official for review and approval. The Chief Building Official has no obligation to approve a revised firebreak plan.

10. At the Chief Building Official's discretion, all matters with respect to fire breaks that are subject to the Chief Building Official's approval may also be referred to the Chief Fire Official.

11. Notwithstanding above, the City's Chief Fire Official and the Chief Building Official may amend these requirements or the firebreak plan to suit the site.

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

25. BELL CANADA REQUIREMENTS

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

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

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

26. ENBRIDGE GAS DISTRIBUTION REQUIREMENTS – N/A

27. ARCHAEOLOGICAL FINDS

Block 9 of Plan 57M-_____ encompasses an historic Catholic cemetery/burial ground that has been identified by an Archaeological Assessment as having cultural heritage significance. The Bereavement Authority of Ontario ("BAO") has directed the owner and the City to protect "in place" the cultural heritage resources within this Block.

The Owner AGREES to conveying Block 9 of Plan 57M-_____ to the City as a cemetery, in accordance with requirements of the BAO.

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

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

28. STORMWATER MANAGEMENT

- a) The Owner AGREES to implement the requirements incorporated in the Draft Plan Conditions attached as **Schedule “F”** and any reports submitted to Kawartha Region Conservation Authority, and the City pertaining to:
- i) pre and post development run-off flows and water balance calculations, and the intended means of conveying stormwater flow from each Lot, Block and the entire proposed Plan of Subdivision;
 - ii) the anticipated impact of the Plan on water quality and phosphorus control, as it relates to fish and fish habitat once adequate protective measures have been taken;
 - iii) the means whereby erosion and sedimentation and their effects will be minimized on the site during and after construction;
 - iv) the site soil conditions, including grain size distribution profiles;
 - v) a site grading plan.
- b) The Owner AGREES to erect and maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to Kawartha Region Conservation Authority and the City.
- c) Prior to the execution of this Agreement, the Owner AGREES to confirm to the City that Kawartha Region Conservation Authority has reviewed and approved the stormwater management report and plan, erosion and sedimentation plan, and final Lot Grading Plans as required under this Section.

29. SEWER UPGRADES

- a) UPGRADES TO EXISTING STORM SEWER
Not applicable.
- b) UPGRADES TO EXISTING SANITARY SEWER
Not applicable.

30. OTHER UPGRADES

The Owner COVENANTS AND AGREES to provide for the design and for the removal of the existing terminating turning basin and reconstruction of a minimum 20 metre right of way at O’Reilly Lane, to the satisfaction of the Engineering and Corporate Assets Department of the City, as shown in **Schedule “A-1”** and **Schedule “D”**.

31. PARKLAND CONTRIBUTION OR CASH-IN-LIEU

The Owner COVENANTS and AGREES that prior to the execution of this

Agreement by the City, the Owner shall have paid to the City cash-in-lieu of the dedication of parkland equal to no greater than Such value shall be determined by an experienced and qualified land appraiser (CRA or AACI) as of the day before draft plan approval was given by the City or the most recent extension of such draft plan approval by the Director of Development Services or his/her designate. The appraisal report shall accompany the cash-in-lieu payment. The City is not required to accept the appraisal report and reserves the right to peer-review the appraisal report and negotiate the cash-in-lieu payment. Said amount is \$100,000 based on the subject appraisal.

32. SCHEDULES

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

- Schedule “A” – Description of Development Lands (attached)
- Schedule “A-1” – Engineering Drawings (Complete Set & Electronic CD)
To be on file with the City of Kawartha Lakes
- Schedule “A-2” – Draft Plan of Subdivision
- Schedule “B” – Land for Municipal Purposes (attached)
- Schedule “B-1” – Plan of Easements (Not Applicable)
- Schedule “C” – Specifications and Standards (attached)
- Schedule “D” – Summary of Estimated Costs (attached)
- Schedule “E” – Lot Grading Plan (on file with City)
- Schedule “F” – Conditions of Draft Plan Approval (attached)
- Schedule “G” – Special Warnings and Notices (attached)
- Schedule “H” – Composite Utility Plan (on file with the City)
- Schedule “I” – Letter of Undertaking (attached)

33. LOCAL SERVICE AND LOCAL CONNECTION CHARGE WHERE MUNICIPAL URBAN SERVICES EXIST – N/A

34. BUFFER AND FENCING REQUIREMENTS

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

35. CANADA POST REQUIREMENTS

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

purchasers of locations of CMBs in accordance with **Schedule “G”** Item 1l) and that home/business mail delivery will be provided via CMB, provided the Owner has paid for the activation and equipment installation of the CMBs.

36. MINISTRY OF TRANSPORTATION REQUIREMENTS – N/A

37. MINISTRY OF NORTHERN DEVELOPMENT, MINES, NATURAL RESOURCES AND FORESTRY REQUIREMENTS – N/A

38. MINISTRY OF THE ENVIRONMENT, CONSERVATION AND PARKS

The Owner shall comply with all requirements of Ministry of the Environment, Conservation and Parks Consolidated Linear Infrastructure Environmental Compliance Approvals, as amended for the development:

- a) Stormwater Management System (including ditches, storm sewers): **141-S701**

39. OTHER APPROVING AGENCY – N/A

40. SUBORDINATION

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

41. MISCELLANEOUS

- a) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words “at the expense of the Owner” unless the Agreement specifies otherwise.

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

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

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

- d) The parties agree and acknowledge that the City has the authority and jurisdiction to enter into, perform and enforce the provisions of the Agreement, including its Schedules.
- e) It is hereby agreed and declared that where in this Agreement the context or required, words in the singular include the plural, words in the plural include the singular, and words importing the masculine gender include the feminine and neutral gender.
- f) Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent, in writing, of both the Owner and the City, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, unless expressly stated, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

42. REGISTRATION OF AGREEMENT

- a) The Owner shall register, at its expense, this Agreement, including the Schedules hereto, upon the title to every Lot and Block of the Plan of Subdivision within ten (10) days of registration of the Plan.
- b) The Owner acknowledges that the City, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with s. 442 of the *Municipal Act, 2001*.
- c) In the event that the Plan of Subdivision has not been registered within thirty (30) days from the date that final approval is granted, the City may, at the option of the Director, on one (1) months' notice to the Owner, declare this Agreement to be null and void. Upon expiration of the notice period, the Owner will not register the Plan of Subdivision or make any improvements upon the Lands and the proposed Plan until a new Agreement has been executed by the parties.

43. SUCCESSOR OWNERS

- a) **IT IS DECLARED AND AGREED** that this Agreement and the covenants, provisions, conditions and Schedules herein contained shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors in title or permitted assigns of each of the parties hereto. "Owner" where used in this Agreement, and in addition to its accepted meaning, shall mean and include an individual, an association, a partnership, or an incorporated company, and wherever the singular is used herein, it shall be construed as including the plural. Where the property is transferred prior to assumption, the Agreement is binding upon those successive owners as successors in title to the signatory.
- b) **IT IS DECLARED AND AGREED** that, where the Lands are transferred

prior to release of securities, that the City may continue to hold those securities as securing the commitments under this agreement of the new/current property Owner(s). At the time of release of securities, the City will release the security to the Owners (excepting to those owners of individual lots and blocks who did not act as developer/owner) that completed the obligations under the Agreement. The signatory to this Agreement, or any successors in title, who are not reimbursed the monies they deposited have no claim against the City for return of the security and will make their action directly against the recipient of the funds. If such claim is brought, this provision will be a complete bar to that action, and the City will be entitled to recover 100% of its costs in enforcing this provision of the Agreement.

c) **IT IS DECLARED AND AGREED** that, where the Lands are transferred to a subsequent developer/owner prior to assumption, the documents referenced in this Agreement become the property of the current Owner.

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

Douglas J.F. Elmslie, MAYOR

Date

Cathie Ritchie, CITY CLERK

Date

2042825 ONTARIO INC.

Owner's Name: Anthony Tenaglia

Date

Title:

I have the authority to bind the Corporation.

SCHEDULE "A"

DESCRIPTION OF DEVELOPMENT LANDS

Subdivision File No: 16T-16501

Name of Subdivision: Walden Farm Subdivision

Legal Description:

The Land affected by this Agreement is legally described as Part of Lots 6 and 7, Concession 2, former Township of Ops as shown on Plan 57M- _____, City of Kawartha Lakes. More particularly, the Land is described as Lots 1-8, both inclusive, and Blocks 9-12 inclusive, as shown on Plan 57M-_____, City of Kawartha Lakes.

SCHEDULE "A-1"

ENGINEERING AND LANDSCAPE DRAWINGS

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

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

List of Civil Drawings, prepared by Tatham Engineering:

- Drawing GP-1 Streetscaping Plan
- Drawing SS-1 Street Signage Plan
- Drawing SC-1 Site Removal and Siltation and Erosion Control Plan
- Drawing LG-1 Lot Grading Plan
- Drawing LG-2 Lot Grading Plan
- Drawing PP-1 O'Reilly Lane Extension Plan and Profile 0+000 to 0+240
- Drawing PP-2 O'Reilly Lane Extension Plan and Profile 0+240 to 0+398
- Drawing PP-3 Drainage Outlet Plan and Profile
- Drawing CUP-1 Composite Utility Plan
- Drawing DET-1 Notes & Details
- Drawing DET-2 Notes & Details

Photometrics Plans prepared by Tatham Engineering:

- Drawing E1 Site Plan and Photometrics
- Drawing E2 Details & Specifications

Landscaping Plans, prepared by Basterfield & Associates:

- Drawing L1 Landscape Plan

SCHEDULE "A-2"

DRAFT PLAN OF SUBDIVISION AND DESCRIPTION OF THE DEVELOPMENT LANDS

Subdivision File No: 16T-16501

Name of Subdivision: Walden Farm Subdivision

Legal Description:

The Land affected by this Agreement is legally described as Part of Lots 6 and 7, Concession 2, former Township of Ops as shown on Plan 57M- _____, City of Kawartha Lakes. More particularly, the Land is described as Lots 1-8, both inclusive, and Blocks 9-12 inclusive, as shown on Plan 57M-_____, City of Kawartha Lakes.

The Draft Plan consists of eight (8) residential Lots and four (4) blocks, permitting a total of eight (8) residential units, together with associated streets (extension of O'Reilly Lane), and the following non-residential components:

1. Block 9: Grave Site Block;
2. Block 10: Drainage Block;
3. Block 11: 0.3 m reserve;
4. Block 12: 0.3 m reserve.

The Draft Plan, which was prepared by EcoVue Consulting Services Inc., dated June 14, 2016 may be viewed at:

City of Kawartha Lakes
City Clerk's Office
26 Francs Street
Lindsay, Ontario,
K9V 4R5

SCHEDULE "B"

LAND FOR MUNICIPAL PURPOSES

1. EASEMENTS FOR GENERAL MUNICIPAL PURPOSES – N/A

2. EASEMENTS FOR UTILITY PURPOSES

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

3. PUBLIC HIGHWAYS

The streets to be constructed in this development named **O'Reilly Lane** shall be conveyed and dedicated to the City of Kawartha Lakes for public highway purposes at no cost to the City and free of all liens and encumbrances.

4. 0.3 METRE RESERVES

The Owner shall convey Block 12, as shown on Plan 57M-_____ to the City for the purpose of a 0.3 m reserve.

5. STORMWATER MANAGEMENT FACILITIES

The Owner shall construct the stormwater management facilities for the Plan of Subdivision within Block 10 of Plan 57M-_____.

6. PARKLAND

The Owner shall pay to the City cash-in-lieu of the dedication of parkland equal to 5% of the appraised value of the Land for the lots for single detached dwellings. Such value shall be determined by an experienced and qualified land appraiser (CRA or AACI) as of the day before draft plan approval was given by the City or the most recent extension of such draft plan approval by the Director of Development Services or his designate. The appraisal report shall accompany the cash-in-lieu payment. The City is not required to accept the appraisal report and reserves the right to peer-review the appraisal report and negotiate the cash-in-lieu payment. Said amount is \$ 100,000.00 based on the appraisal of the entire draft approved plan.

7. LANDSCAPE STRIP

Not applicable.

8. LAND FOR MUNICIPAL SERVICING INFRASTRUCTURE

Not applicable

SCHEDULE "B-1"

PLAN OF EASEMENTS

To be inserted as available

SCHEDULE "C"

SPECIFICATIONS AND STANDARDS

1. General

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

2. Roadways

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

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

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

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

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

3. Curbs and Gutters and Sidewalks – N/A

4. Watermains – N/A

5. Sanitary Sewers – N/A

6. Storm Sewers – N/A

7. Stormwater Management Facility

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

8. Service Connections – N/A

9. Street Lighting and Electrical Distribution

The Owner shall be responsible for the supply and installation of all street lighting poles, luminaries, brackets, wiring and controls, etc. Equipment and installation shall meet the standards of the City, as revised from time to time. Wiring shall be done to the standards required by Hydro One Networks Inc. and all expenses incurred by Hydro One Networks Inc. and the City for inspection of the street lighting works and the connection of the street lighting works into Hydro One Networks Inc. electrical system shall be borne by the Owner.

Prior to energization of the street light and electrical distribution system the Owner shall contact the Electrical Safety Authority (hereinafter referred to as "ESA") at 1-800-305-7383 and schedule the inspection of the street light and electrical distribution system works, arrange for a copy of the ESA's "Connection Authorization" to be forwarded to the Director and arrange for Hydro One Networks Inc. to provide the Director with 48 hours notification of their intent to energize the street light and electrical distribution system.

The Owner shall ensure that no shrubs or trees are planted closer than one (1) metre from the three sides of any hydro transformer and not within two (2) metres of any door opening to said transformer.

10. Pedestrian/Cycling Trail – N/A

11. Parkland

The Owner shall pay to the City cash-in-lieu of the dedication of parkland equal to 5% of the appraised value of the Land for the lots for single detached dwellings. Such value shall be determined by an experienced and qualified land appraiser (CRA or AACI) as of the day before draft plan approval was given by the City or the most recent extension of such draft plan approval by the Director of Development Services or his designate. The appraisal report shall accompany the cash-in-lieu payment. The City is not required to accept the appraisal report and reserves the right to peer-review the appraisal report and negotiate the cash-in-lieu payment. Said amount is \$ 100,000.00 based on the appraisal of the entire draft approved plan.

12. Buffering and Fencing Requirements

Chain link fence shall be installed along either side of the Cemetery and Drainage Blocks (Blocks 9 & 10) as set out on the Drawings included in Schedule 'A1' attached hereto and shall be installed by the Owner.

13. Walkway – N/A

14. Canada Post Requirements

The Owner shall be responsible for coordination of an offsite Community Mail Box (CBM) to the satisfaction of the City and Canada Post in accordance with the following requirements:

- a) The Owner shall meet all financial obligations for the placement of Canada Post infrastructure.
- b) The Owner shall inform all prospective purchasers, through a clause in all Agreements of Purchase and Sale, as to those lots identified for potential Community Mail Box, mini-park and /or locations.
- c) The Owner shall, 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.

15. House Numbers

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

16. Street Signs

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

17. Driveway Entrances

. Driveway entrances for each building Lot must be paved between the property line and the street line. The minimum acceptable depths of granular and asphalt will be as follows:

- Minimum of 150mm Granular "A" compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD) Minimum of

50mm compacted depth of HL-3 or HL-3A Surface Hot Mix Asphalt
In no case shall a driveway or driveway entrance be sited over a hydro service.

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

18. Boulevards

All boulevards (i.e. all areas between the property line and gravel shoulder and/or curb, if applicable) which are not utilized for sidewalk or driveways shall be properly graded and covered with a minimum of 300mm of topsoil and nursery sod prior to the placement of top course asphalt.

Street tree planting shall be in accordance with the Streetscape Plan and shall be completed at final grade with sidewalk and sod in place. The boulevard must be completed prior to street trees being planted.

19. Approved Engineering Drawings

All Public Services required under this Agreement shall be constructed in strict accordance with Detailed Design Engineering Drawings approved by the Director and executed by the City. No deviation in line, grade, or location of any service shall be made without the prior written approval of the Director.

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

20. Construction Management Plan

The Engineer of Record shall be responsible for the preparation of the Construction Management Plan outlining all timelines, communications, specifications, sediment and erosion control inspections and maintenance, contractor activities, stormwater management facility inspections and maintenance, and so forth in accordance with the City approved Construction Management Plan Requirements and specific to the detailed engineering design of the subdivision. Further, the Engineer will be responsible for providing monthly updates of the report to the City throughout the entire undertaking of the development until final assumption.

21. Camera Inspection of Sewers – N/A

22. Addressing

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

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

Lot # / Block on Draft Plan 16T-16501	Address
Lot 1	252 O'Reilly Lane
Lot 2	254 O'Reilly Lane
Lot 3	256 O'Reilly Lane
Lot 4	258 O'Reilly Lane
Lot 5	260 O'Reilly Lane
Lot 6	264 O'Reilly Lane
Lot 7	266 O'Reilly Lane
Lot 8	268 O'Reilly Lane
Block 9	262 O'Reilly Lane

23. Requirement for Blasting – N/A

24. Dumping of Fill or Debris

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

25. Disposal of Construction Garbage

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

26. Qualitative and Quantitative Tests

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

27. Maintenance, Closing and Use of External Roads

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

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

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

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

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

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

28. Cemetery Specifications

The Owner AGREES that specifications related to fencing, gate, entrance, signage and any other applicable features are to the satisfaction of the City and in accordance with this Agreement.

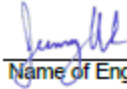
SCHEDULE "D"
SUMMARY OF ESTIMATED COSTS

Schedule 'D' Subdivision Agreement

	Unit	Price (\$)	Quantity	Total Cost (\$)
1 Site Preparation, Removals and Erosion Control				
Insurance, Mobilization & Demobilization	LS	\$11,000.00	1.00	\$11,000.00
Heavy Duty Silt Fencing (219.130)	m	\$22.00	1348	\$29,656.00
Earth Excavation	m ³	\$8.25	2465.00	\$20,336.25
Construction of Mud Mat	ea	\$4,400.00	1.00	\$4,400.00
Removals	LS	\$4,950.00	1.00	\$4,950.00
Topsoil Strip & Stockpile	m ³	\$7.15	11657.00	\$83,347.55
Subtotal: Site Preparation, Removals and Erosion Control				\$153,689.80
2 Drainage Block 10 and Cemetery Block 9				
Standartpark Ground Grid	m ²	\$66.60	285	\$18,981.49
Granular Access Trail (200 mm Crushed Gravel)	m	\$27.50	95	\$2,612.50
Granular Access Trail (50 mm Granular 'A')	m	\$27.50	95	\$2,612.50
100mm dia. Perforated Subdrain c/w Clear Stone and Filter Cloth	m	\$41.25	100	\$4,125.00
Ditching	m	\$49.50	115	\$5,692.50
Topsoil & Sod	m ²	\$11.00	564	\$6,204.00
100-200mm dia. Rip-Rap c/w Filter Fabric	m ²	\$60.50	90	\$5,445.00
Black Vinyl Chain Link Fencing	m	\$110.00	502	\$55,220.00
Subtotal: Drainage Block 10 and Cemetery Block 9				\$100,892.99
3 Road				
Permanent Street and Stop Signs	LS	\$550.00	6	\$3,300.00
Granular 'B' 300mm Depth	m ²	\$12.65	3231	\$40,872.15
Granular 'A' 150mm Depth	m ²	\$10.45	3231	\$33,763.95
HL8 Asphalt Binder Course 50mm Depth	t	\$11.55	3354	\$38,738.70
HL4 Asphalt Surface Course 40mm Depth	t	\$18.15	3354	\$60,875.10
Ditching	m	\$33.00	810	\$26,730.00
Topsoil & Sod	m ²	\$16.50	4938	\$81,477.00
Dead End Barrier and Signage	ea	\$4,194.30	1	\$4,194.30
Electrical Light Standards (Including: cable, conduit, and light standards)	ea	\$11,000.00	1	\$11,000.00
Streetscape Plan - Landscaping - Street Trees	LS	\$440.00	17	\$7,480.00
Cross Culvert (600mm dia. HDPE)	m	\$412.50	30	\$12,375.00
Driveway Culverts (375mm dia. HDPE)	m	\$330.00	147	\$48,510.00
100-200mm dia. Rip-Rap c/w Filter Fabric	m ²	\$66.00	18	\$1,188.00
Ditch Obstruction	ea	\$440.00	2	\$880.00
Reinstate Existing Driveways	m ²	\$84.40	252.9	\$21,345.52
Instate Private Agricultural Access	ea	\$81.65	43.6	\$3,560.07
Subtotal: Road				\$396,289.79

4		Legal Fees		
Miscellaneous Legal Fees (associated with review and registration)	LS	\$6,600.00	1	\$6,600.00
Subtotal: Legal Fees				\$6,600.00
Subtotal (Items 1.0 - 8.0)				\$657,472.58
5		Engineering and Contingency		
10% Contingency - Retained Until Registration of Assumption By-Law				\$85,747.28
7% Engineering				\$46,023.08
*Subtotal				\$769,242.92
H.S.T - 13%				\$100,001.58
City Rebate - 11.24%				\$86,462.90
HST to be Paid				\$13,538.68
Total Construction Costs				\$782,781.60
*DAAP Fee: 4.5% of Subtotal - Pre H.S.T.				\$34,615.93
6		Security		
Security inclusive of H.S.T.				
Total of Security				\$782,781.60

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



 Name of Engineer
 Director, Manager - Ottawa Office

 Title
 May 16, 2024

 Date

SUMMARY OF ESTIMATED COSTS (continued)

In accordance with Section 9. - Financial Arrangements, the Owner shall pay the Engineering Fee for the post-draft-plan approval development of the subdivision in the amount of 4.5% of the estimated construction value of the Public Services created relative to the subdivision as set out above (exclusive of H.S.T.) As per the Sub-Total cost of all works prior to H.S.T., in accordance with By-law 2007-132, the fee is \$34,615.93. The Total of Security is \$782,781.60. The initial payment of \$25,105.28 has been submitted. Therefore the remainder fee owed is \$792,292.25.

SCHEDULE "E"

LOT GRADING PLAN

**The Lot Grading Plans are included in the plans listed in Schedule "A-1"
and are on file with the City.**

SCHEDULE "F"

CONDITIONS OF DRAFT PLAN APPROVAL

The Corporation of the City of Kawartha Lakes granted draft plan approval on November 14, 2017 and such approval was subject to conditions on file with the City.

SCHEDULE "G"

SPECIAL WARNINGS AND NOTICES

1. General

The Owner shall ensure that the following Special Warnings and Notices are included in all Agreements of Purchase and Sale for the Lots and Blocks noted below and further that said Agreements shall require all subsequent Agreements of Purchase and Sale to contain same. The Owner undertakes to deliver forthwith to all prospective purchasers who have executed Agreements of Purchase and Sale notices in substantially the same form as below and further to use his best efforts to obtain acknowledgements executed by the said prospective purchasers on or before sale or transfer of any Lot to the purchaser. All Agreements of Purchase and Sale shall include information which satisfies Subsection 59(4) of the Development Charges Act (1997). In addition, prospective purchasers of Lots are also hereby warned as follows:

a) Warning – Stormwater Management Facilities

The Purchaser/Grantee acknowledges that he or she is aware that the land within Block 10 of Plan 57M-_____ shall be used for stormwater management. In particular, _____ contains stormwater management facilities which at times may retain a level of water that may be dangerous to unattended children or to other persons not adequately supervised.

b) Warning – Sump Pump and Check Valves

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

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

c) Warning - Occupancy

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

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

d) Warning - Development Charges

Purchasers should be aware that this Plan of Subdivision is subject to the

provisions of the Development Charges Act, as amended, and By-law No. 2019-184 as amended, and Council Policy CP2019-005.

e) Notice – Parkland and Recreation Area

The Owner shall pay to the City cash-in-lieu of the dedication of parkland equal to 5% of the appraised value of the Land for the lots for single detached dwellings. Such value shall be determined by an experienced and qualified land appraiser (CRA or AACI) as of the day before draft plan approval was given by the City or the most recent extension of such draft plan approval by the Director of Development Services or his designate. The appraisal report shall accompany the cash-in-lieu payment. The City is not required to accept the appraisal report and reserves the right to peer-review the appraisal report and negotiate the cash-in-lieu payment. Said amount is \$ 100,000.00 based on the appraisal of the entire draft approved plan.

f) Notice - Future Development - Surrounding

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

g) Notice - Swales

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

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

The Purchaser/Grantee of Lots 1 through 8, both inclusive, on Schedule “A-1” acknowledge that a side yard swale exists on their Lot. Swales less than 2% have a potential for standing water.

h) Notice – Fencing

The Purchaser/Grantee acknowledges that he or she is aware that surrounding the Cemetery Block and Drainage Block (Blocks 9 and 10 respectively) a black vinyl chain link fence shall be installed as depicted on the drawings included in **Schedule “A-1”**. The City will own the fence upon assumption of the subdivision. No encroachment or access is permitted on the adjacent lands, beyond the fence delineation.

i) Warning - Assumption of Public Services

The Purchaser/Grantee is hereby advised that a considerable period of time may elapse before the Public Services as shown on **Schedule “A-1”** and as further itemized in **Schedules “C” and “D”** of the Subdivision Agreement are eligible for assumption under Municipal By-law. The Purchaser/Grantee is further advised that until Assumption of the Subdivision, the Owner is responsible for the maintenance of all Public

Services as shown on **Schedule “A-1”** and as further itemized in **Schedules “C” and “D”** of the Subdivision Agreement that would otherwise be the responsibility of the City.

j) Warning - Lot Grading and Landscaping

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

k) Warning - Agricultural Land

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

l) Warning – Mailbox Locations

The Purchaser/Grantee of any Lot or Block is advised that the mail will be delivered to an offsite community mailbox. located at the corner of the Boulder Street and O’Reilly Lane intersection in accordance with the Composite Utility Plan included in Schedule A-1.

m) Warning – Parking on Internal Streets

The Purchaser/Grantee of any Lot or Block is advised that all Lots and Blocks, and all streets in the Subdivision will be subject to the Municipal By-laws. *Inter alia*, the Municipal By-laws may limit the time parked on Municipal streets.

n) Warning – Tree Preservation Zone – N/A

o) Warning – Acoustic Barriers – N/A

p) Warning – Hydrogeological Report

All new well construction shall be in accordance with the recommendations of the approved Hydrogeological Assessment Report prepared by Grace and Associates dated April 29, 2016 and certification by a Professional Engineer or a Professional Geoscientist, licensed in the Province of Ontario shall be provided to the City.

All new wells shall be properly constructed, developed and water quality samples collected in accordance with Ontario Regulation 903 of the Ontario Water Resources Act. All wells shall be continuously cased through non-water yielding formations.

It is recommended that pumps be located near the principal water-bearing zones. In addition, wells should be located to maximize their mutual

separation distances and minimize potential interference. Well locations should also be selected to ensure that separation distances from sewage systems meet/exceed minimum standards.

Before a well water supply is used for potable purposes, a water sample shall be submitted to the local Health Department for bacteriological testing. Should bacteriological contamination be detected, the results should be discussed with the Health Department. Chlorination instructions and other general information on water wells are available from the Ministry of the Environment and/or the HKPR District Health Unit.

Groundwater heat pumps are not addressed in the report and therefore the use of groundwater heat pumps has not been approved as part of the development.

Should water treatment be desired, a specialist should be consulted to select and install the appropriate water treatment equipment.

Where possible, the sewage disposal systems should be constructed the maximum distance from the shoreline as considered reasonably possible. All sewage disposal systems shall be design in accordance with the Ontario Building Code & Guide for Sewage Systems, as updated, and best construction practices, for the proposed dwelling to be constructed on each of the subject lots.

q) Warning – Streetlights

The Purchaser/Grantee of any Lot or Block is advised that that there are no streetlights designed or proposed for this subdivision.

r) Warning – Driveway Widths

The Purchaser/Grantee of any Lot or Block is advised that driveway widths are set by the entrance location and dimensions noted on **Schedule “A-1”** of the subdivision agreement. The Purchaser/Grantee of any Lot or Block is further advised that the driveway widths are a component of the overall engineering design, servicing plan, and stormwater management plan. The Purchaser/Grantee will be wholly responsible for reinstating the approved driveway width if any changes are made and not approved in advance by the City of Kawartha Lakes.

s) Warning – Boulevard

The Purchaser/Grantee of any Lot or Block is advised that the area of land lying between the travelled portion of the road and the property limit of the road allowance is municipal property known as the Boulevard, within the City’s jurisdiction and control. The Purchaser/Grantee of any Lot or Block is advised they are responsible for the maintenance of grass on any portion of the Boulevard abutting their property. The Boulevard shall be kept clean and clear and cannot be altered without express written permission from the City.

t) Warning - Municipal Ditches

The Purchaser/Grantee of any Lot is advised and acknowledges that storm ponding may occur in the municipal ditches.

u) Warning – Good Housekeeping Practices

The Purchaser/Grantee of any Lot or Block is encouraged to positively impact water quality by minimizing any use of or application of lawn fertilizers, pesticides, car fluid recycling, car washing detergents, pet wastes, and littering near all storm infrastructure.

v) Warning – Noise By-Law

The Purchaser/Grantee of any Lot or Block is advised of By-Law 2019-124, a By-Law to Regulate Noise in the City of Kawartha Lakes, and that construction activities within the subdivision may be subject to regulation and/or restrictions thereunder.

w) Warning Clause – Cemetery archaeological Findings

The Purchaser/Grantee acknowledges that Block 9 of Plan 57M-_____ encompasses an historic Catholic cemetery/burial ground that has been identified by an Archaeological Assessment as having cultural heritage significance. The Bereavement Authority of Ontario (“BAO”) has directed to leave “in place” the cultural heritage resources within this Block. Block 9 of Plan 57M-_____ has been conveyed to the City of Kawartha Lakes as a cemetery, in accordance with requirements of the BAO.

SCHEDULE "H"

COMPOSITE UTILITY PLAN

**The Utility Coordination Plans are included in the plans listed in
Schedule "A-1" and are on file with the City.**

SCHEDULE "I"

LETTER OF UNDERTAKING BETWEEN OWNER AND ENGINEER

To be inserted as available



Planning Advisory Committee Report

Report Number: ENG2024-029
Meeting Date: November 27, 2024
Title: 2024 Registered Subdivisions Status Update
Description: To provide annual updates for continued communication, process improvement, and to support the development community
Type of Report: Regular Meeting
Author and Title: Christina Sisson, Manager, Development Engineering

Recommendation(s):

That Report ENG2024-029, **2024 Registered Subdivisions Status Update**, be received;

That Staff be directed to provide annual updates for continued communication, housing target tracking, process improvement and to support the development community.

Department Head: _____

Legal/Other: _____

Chief Administrative Officer: _____

Background:

The City of Kawartha Lakes is interested in tracking the status of approved, registered lots to facilitate the review of growth and development. The individual lots exist once the M-plans and subdivision agreements are registered. As an update to report ENG2023-026, this report addresses the status at this time.

Rationale:

The City reviews the status of subdivisions to provide timely project management of development, anticipating milestones for inspections, communications, and for any corporate reporting.

Other Alternatives Considered:

Council could decide not to proceed with status updates through reports to Planning Advisory Committee in favour of individual communications with the Development Engineering Division. At this time, the updates inform corporate tracking and external updates with other divisions and various utilities.

Alignment to Strategic Priorities:

The Development Engineering Division reviews and supports the subdivision development process to facilitate the Vision for the City of Kawartha Lakes, specifically, "Thriving and growing communities within a healthy and natural environment". Through the project management of the implementation of the subdivision development and the creation of municipal infrastructure, the City supports the Guiding Principles within the City's 2024 to 2027 Strategic Plan:

- To be Fiscally Responsible
- To be Open and Transparent
- To Partner and Collaborate
- To provide Service Excellence

Financial / Operation Impacts:

The City currently holds millions of dollars in security for registered subdivisions that are at various stages of implementation and development. Securities are reviewed to ensure minimal exposure to the City.

Servicing Comments:

The Development Engineering Division supports the project management of the development of subdivisions through status updates. These updates ensure the City can remain current with communication, commitments to housing targets, inspections, and milestones.

Consultations:

Development Community
Development Engineering Division – Field Inspections

Attachments:

Appendix 'A' – 2024 Registered Subdivisions Status



20241025 2024
Registered Subdivisio

Department Head email: jrojas@kawarthalakes.ca

Department Head: **Juan Rojas**

Subdivision Name - Location	No. of Registered Lots	No. of Built* Lots	Status	Potential Activity - Winter/Spring/Summer 2025	File number	Assumption Status	Owner Contact Information
Arizona Heights - Bobcaygeon - Phase 1 - Sedona Court	19	19	Built Out - Maintenance	Assumption	D05-19-014	Registered in 2018	Elm Developments Joe Morano 1931 Highway 7, Concord T: 905-709-8232 ext. 31
Black Bear Estates - Somerville - phase 3 - Harmonius Drive & Vestal	12	11	House Construction - Maintenance - Surface placed August 2024	Building, Inspection and Deficiencies and Assumption		Registered in 2007	James R. Webster P.O. Box 103, 20 Francis Street West, Fenelon Falls T: 705-887-2533
Black Bear Estates - Somerville - various phases - Harmonius Drive, Crocodile, Vestal, Southam	48	15	House Construction - Maintenance - Surface placed August 2024	Building, Inspection and Deficiencies and Assumption		Registered in 2014	James R. Webster P.O. Box 103, 20 Francis Street West, Fenelon Falls T: 705-887-2533
Bromont - Ravines of Lindsay - Connolly, Hancock, Hennessey	146	146	Built Out	Inspection and Deficiencies and Top Course Asphalt Placement	D05-18-032	Registered in 2020	Bromont Homes 457 Jevlan Drive, Suite 8, Woodbridge T: 905-850-3333
Cameron Estates Subdivision - Fenelon Township - Westlake Court	20	20	Built Out	Default	D05-29-025	Registered in 2007	David Westlake, 951 Swiss Heights, Oshawa
Elysian Fields - Balsam Lake - Phase 2	12	10	House Construction - Maintenance - Surface placed August 2024	Building, Inspection and Deficiencies and Assumption	D05-29-026	Registered in 2004	James R. Webster P.O. Box 103, 20 Francis Street West, Fenelon Falls T: 705-887-2533
Elysian Fields - Balsam Lake - Phase 3	8	5	House Construction - Maintenance - Surface placed August 2024	Building, Inspection and Deficiencies and Assumption	D05-29-026	Registered in 2011	James R. Webster P.O. Box 103, 20 Francis Street West, Fenelon Falls T: 705-887-2533
Elysian Fields - Balsam Lake - Phase 4	12	7	House Construction - Maintenance - Surface placed August 2024	Building, Inspection and Deficiencies and Assumption	D05-29-026	Registered in 2019	James R. Webster P.O. Box 103, 20 Francis Street West, Fenelon Falls T: 705-887-2533
Islandview Estates - Verulam - Nipigon and Avalon Drive	29	6	House Construction	Building and Inspection	D05-35-010	Registered in 1992, Amending Agreemeent registered in 2023	Contact City of Kawartha Lakes Planning Division
Kings Wharf Estates - Emily - Kings Wharf Rd, Lakeview Crescent, Jeff Beukeboom Court	21	12	House Construction	Building and Inspection	D05-28-013	Registered in 2020	2594441 Ontario Inc. - Paul Charron, 2502 Pigeon Lake Road, Bobcaygeon
Mancini - Maple Hills Phase 2 - Woodville - McCrae Crescent	33	33	Built Out - Maintenance - Top Course placed October 2024	Inspection and Deficiencies	D05-23-003	Registered in 2016	Mancini Homes Ltd. - Dave Mancini, 452 Nineteenth Avenue, Richmond Hill

Subdivision Name - Location	No. of Registered Lots	No. of Built* Lots	Status	Potential Activity - Winter/Spring/Summer 2025	File number	Assumption Status	Owner Contact Information
Manorview - Phase 16 - Lindsay - Denfield and Selena	41	41	Built Out - Looking for assumption - on hold for SWM pond	Legal - Regarding SWMP	D05-18-055	Registered in 2006	Wilson Staples Estate
Morningside - Phase 2 - Lindsay - Dobson St., Bakogeorge St., Fisher Rd., Brock St., Hutton Rd., Gunsolus Rd., Truax St., Faulkner Ct.	98	12	Construction	Building and Inspection	D05-2015-001	Registered in 2022	Maple Brook Homes Limited - David Sud, 2 Farr Avenue, Sharon, T: 905-392-7553
Riverside Heights - Phase 3 - Bobcaygeon - Cedartree Lane and Hemlock Crescent	63	0	Pending Development Agreement Execution and Registration	Building and Inspection		Registered in 1989, Deemed in 2006, and Deeming By-Law repealed 2022	Michael Spinosa, President Apex Development Group, 12960 Highway 48, Stouffville, T: 416-989-7884
Rokeyby - Bobcaygeon - Hillcroft Way, Spruceside Drive	68	62	House Construction	Building and Inspection	D05-19-006 16T-87002	Registered in 2021	Kamran Iqbal Best Homes Canada 221 Helen Avenue, Markham T:905-479-9600 ext. 213
Springdale Gardens Phase 3 & 4 - Lindsay - Carew Blvd., Burrows Court, Lamb Ave., Lawson Ave.	71	71	House Construction	Inspection and Deficiencies and Top Course Asphalt Placement	D05-31-022	Registered in 2021	Burcar Investments Limited - Greg DeFreitas, 1472 Thornton Road North, Unit 1, Oshawa, T: 905-433-1040 ext. 108
Sugarwood Subdivision Phase 1, Lindsay 2017 Developments (Craft) - McKay Ave., Corley St., Oneill St., St. Joseph Rd., Keenan St.	215	212	House Construction	Building and Inspection	D05-2018-004	Registered in 2022	Craft Development Corporation - Carmine Nigro, 2-10 Queen Elizabeth Boulevard, Etobicoke, T: 416-979-9996 ext. 340
Sugarwood Subdivision Phase 2, Lindsay 2017 Developments (Craft) - St. Joseph Rd., Butler Blvd., Walters St.	122	122	House Construction	Building and Inspection	D05-2018-004	Registered in 2023	Craft Development Corporation - Carmine Nigro, 2-10 Queen Elizabeth Boulevard, Etobicoke, T: 416-979-9996 ext. 340
Tribute (Lindsay) - Phase 1	270	0	Pending Subdivision Agreement Registration	Building and Inspection	D05-2022-022	Expected registration 2024, early 2025	Tribute Homes - Steven Libfeld, Unit 1 1815 Ironstone Manor, Pickering T: 905-839-3500
Woodland Hills - Bethany- Tall Cedar Lane	3	3	House Construction - Maintenance - Top Course placed October 2023	Inspection and Deficiencies and Assumption	D05-31-015	Registered in 2000, Amending agreement registered 2021	Woodland Hills Community Inc. - Donald Kerr 3 Strathearn Road, Toronto T: 416-781-7100
Woodland Hills - Phase 2 C - Bethany - Country Place, Horizon Court	35	15	House Construction - Maintenance - Top Course placed October 2023	Building, Inspection and Deficiencies and Assumption	D05-31-015	Registered in 2000, Amending agreement registered 2021	Woodland Hills Community Inc. - Donald Kerr 3 Strathearn Road, Toronto T: 416-781-7100

Subdivision Name - Location	No. of Registered Lots	No. of Built* Lots	Status	Potential Activity - Winter/Spring/Summer 2025	File number	Assumption Status	Owner Contact Information
Woods of Jennings Creek - Block Development - Lindsay - Alcorn	15	0	Detailed Design Review	Design Approval	D05-18-084	Registered in 2017	Regis Homes Limited - Spencer Feeley, Feeley Group 4597 Kingston Road, Suite 209, Toronto T:416-287-9304,ext.203
Woods of Jennings Creek - Phase 1 South - Lindsay - Alcorn	58	56	House Construction - Maintenance - Top Course placed Fall 2022	Building, Inspection and Deficiencies and Assumption	D05-18-084	Registered in 2017	Dunster Investments - Cynthia Devor 75 Enfield Avenue, Etobicoke T: 416-948-3343
Woods of Jennings Creek - Phase 1 North - Lindsay - Springdale Drive and Claxton Crescent	36	35	Maintenance - Top Course placed September 2023)	Inspection and Deficiencies and Assumption	D05-18-084	Registered in 2019	Dunster Investments - Cynthia Devor 75 Enfield Avenue, Etobicoke T: 416-948-3343
Total	1455	913					
			* Built = Engineering Lot grading review complete/physical presence of activity on the lot in the field				



Planning Advisory Committee Report

Report Number: ENG2024-030
Meeting Date: November 27, 2024
Title: 2025 Subdivision Agreement Template Update
Description: Recommendations to the Template by Engineering and Corporate Assets
Type of Report: Regular Meeting
Author and Title: Christina Sisson, Manager, Development Engineering

Recommendation(s):

That Report ENG2024-030, **2025 Subdivision Agreement Template Update**, be received;

That the City's subdivision agreement and cost estimate schedule templates be updated and amended, as outlined in Appendix A and B, respectively, to Report ENG2024-030; and

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

Department Head: _____

Legal/Other: _____

Chief Administrative Officer: _____

Background:

Further to updates recommended to the City's subdivision agreement template through Reports ENG2022-001 and ENG2024-031, we are recommending additional revisions to reflect the latest development reviews, accessibility requirements, and corporate updates from an engineering perspective.

These amendments are recommended for the 2025 Subdivision Agreement Template to provide clarity and transparency in the implementation of the subdivision process. Through the registration process, there are additional reviews of each agreement, specific to each subdivision that occur through external legal resources.

The engineering review and compliance with the subdivision agreement is routinely and regularly undertaken in an effort to provide project management support and clarity for the development implementation.

Rationale:

As part of the development process for the City, the Development Engineering Division provide templates on the City's website for the implementation of the subdivision development process. Therefore, we recommend the proposed amendments to the engineering components of the subdivision agreement template for clarity. In addition, the clarity facilitates reducing the number of submissions and iterations of the draft subdivision agreements.

The development community requires support, especially with the demand for housing, and the municipality requires streamlining to find efficiencies with time and resources. Including the 'who', 'what', and 'when' into the agreement template will provide advanced notice to developers and their teams.

Through these amendments, savings in both time and in communication transactions will facilitate the successful development and implementation. Therefore, the following revisions are recommended in the attached draft subdivision agreement, as Appendix 'A':

- Conversion of italic font to bold font for accessibility
- Conversion of singular parties to plural for inclusivity
- Confirmation of the insertions and parties to insert for guiding the development community (Owner, Engineer, and so forth)
- Clarification of the Ministry responsible for archaeology
- Removal of the reference to the deferral of Development Charges (as per CAO2023-004 – rescinding the Development Charges Assistance Policy)

- Removal of the reference to a limit of 100 homes per subdivision within Lindsay
- Confirmation of financial security requirements
- Confirmation of compliance wording for the Excess Soil Guidelines
- Confirmation of compliance wording for the Tree Management and Streetscape Plan
- Confirmation with compliance wording for the Archaeological requirements
- Confirmations and clarifications for the warnings and notices clauses for inclusion in the Purchase of Sale Agreements
- Confirmation of the Ministry language - The City is in receipt of both the sanitary and storm and stormwater Consolidated Linear Infrastructure Environmental Compliance Approvals (CLI ECA) from the Ministry of Environment, Conservation and Parks (MECP). The requisite references and numbers have been confirmed in the draft template, as updated.
- Additional confirmation of the obligation of the Developer's Engineer to complete a Construction Management Plan and to provide monthly updates to said plan
- In general, clarification of the language of the agreement has included references to required communication, scheduling, and updates on financials (to provide for better assurance that the development process is successfully active, is being well supported by the municipality, and that the community is appropriately informed)

Other Alternatives Considered:

Council could choose to continue with the status quo and the current template of the subdivision agreement. This would not represent current and continuous support for the growth and development forecasted for the City and the needs of our residents, existing and future. The City is committed to continuous process improvement, growth, and meeting housing targets.

Alignment to Strategic Priorities:

The following guiding principles of the City's 2024 to 2027 Strategic Plan are supported through the project management of the implementation of the subdivision development and the creation of municipal infrastructure. Specifically, the proposed language in the subdivision agreement template facilitates us being:

- Fiscally Responsible
- Open and Transparent
- Able to Partner and Collaborate
- Able to provide Service Excellence

Financial / Operation Impacts:

Updates to the Development Application Approval Process fee are being contemplated through report ENG2024-031 at this meeting. This fee is included in the cost estimate template attached as Appendix 'B' and reflects the requirements of the municipality for engineering technical review, including the MECP CLI ECA.

Servicing Comments:

The subdivision development process requires realistic timeframes and appropriate contract language to facilitate and provide the development community and the municipality with more current approved servicing capacities (i.e. what is built, what is connected, what is approved, what is outstanding, etc.).

Consultations:

Accessibility Process
City Solicitor
Corporate Services
Development Community

Attachments:

Appendix 'A' – 2025 Subdivision Agreement Template



2025 DRAFT
Subdivision-Agreemei

Appendix 'B' – 2025 Draft Schedule "D" Cost Estimate Template



DRAFT-20241030-Sub
division-Schedule-D-C

Department Head email: jrojas@kawarthalakes.ca

Department Head: **Juan Rojas**

Document General

Subdivision Agreement

Between

Owner/Developer

Commented [CS1]: Owner to insert – City Planning to confirm ownership

and

The Corporation of the City of Kawartha Lakes

NAME OF DEVELOPMENT

Commented [RP2]: Owner to insert

16T- XXXXX

Commented [CS3]: City Planning to insert

Dated as of , 2023-2025

CITY OF KAWARTHA LAKES

SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of _____, 202~~53~~⁵⁴.

BETWEEN:

Owner/Developer

(“OWNER”)

Party of the FIRST PART

and

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(“CITY”)

Party of the SECOND PART

WHEREAS the Owner warrants that it is the registered Owner in fee simple of the lands described as _____, Geographic _____ (the “Development Lands”), upon which the Owner intends to develop a subdivision;

AND WHEREAS Council has approved the Owner’s draft Plan of Subdivision in City File No. File No.16T-XXXXX – D05-XXXX-XXX (the “Plan”), subject to conditions;

AND WHEREAS the Council approved draft Plan is as described in **Schedule “A-2”** to this Agreement;

AND WHEREAS the Owner desires to develop the Development Lands in multiple phases, with the first phase to be developed to create ____ lots and ____ blocks, together with associated streets and parklands, to accommodate construction of ____ dwelling units and 1 new home sales office on a portion of the Development Lands (“Phase 1”);

AND WHEREAS the City has draft-approved the Plan on the condition, amongst others, that the Owner enter into a Subdivision Agreement with the City for each phase of the development to satisfy all requirements, including financial, legal, engineering and other requirements, to the satisfaction of the City;

AND WHEREAS the Owner is required to enter into this Agreement with the City prior to obtaining final approval for Phase 1 of the Plan;

AND WHEREAS subsection 51(25)(d) of the **Planning Act**, R.S.O. 1990,

Commented [CS4]: Owner to insert – City Planning to confirm ownership

Commented [CS5]: City Planning to confirm file numbers

Commented [CS6]: Relevant for multiple phase subdivisions

Commented [CS7]: Insert phase number (first, second...) and Planning to confirm

Commented [CS8]: Insert phase number and Planning to confirm

Commented [CS9]: Insert phase number for Planning to confirm

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c. P. 18, as amended (“Planning Act”) provides the requisite authority for entering into such an agreement;

AND WHEREAS this Agreement applies to the lands described at **Schedule “A-3”**, and shown as Lots 1 to _____, both inclusive, and Blocks _____ to _____, both inclusive, on Plan 57M-_____, (hereafter referred to as the “Lands”);

Commented [CS10]: Lot numbering and block numbering to be inserted by the Owner/Owner’s Development Team and to be confirmed by the City (Planning – draft M-Plan and Development Engineering – detailed engineering design drawings)

Commented [CS11]: Inserted at time of registration

AND WHEREAS Council has authorized the execution of this Agreement;

AND WHEREAS subsection 51(26) of the **Planning Act** provides that this Agreement may be registered on the title of the land to which it applies and that the City is entitled to enforce the provisions of the Agreement against the Owner and any subsequent owner(s) of the Lands;

AND WHEREAS the City has agreed that the Owner may construct and install certain Public Services, as further described herein, to serve the Lands to be serviced, and shall undertake to make such financial arrangements with the City for the installation and construction of the said Public Services as are hereinafter provided and to enter into this Agreement;

AND WHEREAS the Owner is required to grant certain land referred to herein for Municipal purposes;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for 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 the other, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree as follows:

1.0 The recitals herein are true and accurate and form part of this Agreement.

1.1 PUBLIC SERVICES

a) SERVICING

(i) The Owner shall commence within twelve (12) months of the date of execution of this Agreement, and shall complete within _____ (##) _____ months after the date of execution of this Agreement, subject to unavoidable delay and pursuant to written notification to the Director of Engineering and Corporate Assets (the “Director”), the installation of all of the Public Services as shown on **Schedule “A-1”** and as further itemized in **Schedules “C”** and **“D”** to this Agreement (the “Public Services”). All Public Services shall be constructed in strict accordance with the plans and specifications approved by the Director, or ~~his or her~~ designate or equivalent. A paper copy and electronic copy (AutoCAD and pdf) of the approved engineering plans shall have been deposited with the Director prior to the execution of this Agreement by the City.

Commented [RP12]: Owner to insert

Commented [CS13]: Length of time for installation of ALL Public Services to be confirmed by the Owner and Owner’s Engineer pursuant to the engineering design.

(ii) The Owner agrees to submit to the City, prior to commencing the installation of services, a construction management plan to regulate the routing of

construction traffic for all phases of the development. The construction management plan will include all sediment and erosion control measures and measures to minimize construction mud on the roads as well as, road cleanings at the expense of the Owner. In addition, the construction management plan will outline the schedule of the installation of the Public Services, the communication plan, and the contact information for all of the parties involved in the subdivision. The Owner agrees to regular updates to the construction management plan to confirm the construction activities, development process and timelines, and milestones for inspection.

b) INSPECTION

The Owner covenants and agrees to retain a competent engineer experienced in the municipal engineering field. All of the Public Services shall be installed under the supervision and inspection of the engineering firm of _____ (the "Engineer"), and the Owner shall not retain the services of another engineering firm or change firms without the prior written consent of the Director. The Engineer shall provide a reference letter outlining relevant experience in municipal engineering design which will be kept on file with the City. The Engineer is hereby approved by the Director and shall file in writing with the Director an undertaking, signed by the Owner and the Engineer, as provided in **Schedule "I"** with respect to the work being done under the Engineer's supervision and inspection. The Engineer shall provide appropriate inspection and review of the work in order that a written final certification regarding all of the Public Services may be provided. The Engineer shall continue to be retained by the Owner, until all requirements of this Agreement have been completed to the satisfaction of the Director, and until the Engineer confirms and certifies, in a form acceptable to the Director, that the Public Services have been constructed in accordance with the approved design and specifications

Commented [CS14]: The Owner to insert and for confirmation by the Director, Engineering & Corporate Assets

Commented [RP15]: Owner and Engineer to provide, template on CKL website

The Owner shall notify the Director at least two (2) business days in advance of the commencement of any construction associated with the Public Services. The Owner's Engineer shall provide fully qualified, experienced supervisory layout and inspection field staff to provide quality assurance of the construction of the Public Services and inform the City of milestones for inspection. If the Owner's Engineer does not supervise the installation of the Public Services to the Director's satisfaction, the City may stop the construction.

c) CONTRACTORS

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

The City reserves the right to employ its own contractor for any works, the cost of which is partially or completely paid for by the City, provided no such City-

employed contractor shall increase the costs of such works or delay the performance of such works.

d) INSTALLATION

The Owner acknowledges and accepts that the installation of any Public Service must be completed in accordance with the approved engineering design and all municipal, provincial, and federal guidelines and under the inspection of the Engineer.

In the event that the Owner fails to complete the hereinafter mentioned Public Services within the specified period outlined in Section 1.1a) above, or, is in default as per Section 8, the Director may, without further notice, enter upon the said Lands and proceed to supply all materials and do all necessary works in connection with the installation of said Public Services, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, including all sediment and erosion controls, and to charge the cost thereof, together with an administrative fee of 5% of the cost of such material and works, to the Owner who shall forthwith pay the same upon demand by the City. It is understood and agreed between the parties hereto that such entry upon the Land shall be as agent for the Owner and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the said Public Services by the City.

The Owner and Engineer acknowledge that the time to place the top course asphalt shall be no longer than three years following the placement of the base asphalt. No finished road surface, top course asphalt, or final coat or lift shall be installed until the Director has given to the Owner written permission to proceed. All deficiencies within the road right-of-way must be rectified and the stormwater management facilities will be restored to condition matching original design prior to the issuance of the permission letter. All roads under construction within the Plan of Subdivision must be marked with signs provided by the Owner which clearly state that the roads are not assumed by the City and use of roads and sidewalks is 'at your own risk'. The signs will not be removed until such time as the assumption by-law is passed.

Engineering drawings showing as constructed (Record/As-Built) information for all Public Services installed, in electronic AutoCAD, pdf and hard copy are required to be submitted to the City for Acceptance and Substantial Completion of the applicable Public Services and residential occupancy. The Owner will be responsible for executing all locates of Public Services, including water, sanitary and storm infrastructure, within the development until the Director receives and approves the Record drawings.

e) REPAIRS

If, at any time prior to the Assumption of the Public Services as outlined in Section 1.1h) below, any of the Public Services fail to function, or do not function properly, or are constructed in such a manner as to cause damage or pose a threat of damage of any nature or kind whatsoever, and, in the reasonable

opinion of the Director, rectification or action is required to prevent damage or hardship to persons or property, the Owner shall, upon the written instructions of the Director, do all acts and things as are required by the Director to rectify the condition within the timeframe requested by the Director.

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

f) ACCEPTANCE AND SUBSTANTIAL COMPLETION

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

Construction of the Public Services shall not be deemed to be completed, and no occupancy of any unit shall be permitted, until the Owner has filed with the Director the following:

- i. An electronic copy (AutoCAD and pdf) as required and a full set of hard copy drawings showing Record/As-Built information;
- ii. A letter of credit or cash deposit in the amount of 10% of the total cost of all Public Services accepted to guarantee performance of the substantially completed Public Services;
- iii. A statutory declaration as per the City's template that all accounts for material, labour and equipment employed for installation of the substantially completed Public Services are paid in full;
- iv. A certificate from the Engineer, certifying that the accepted Public Services have been constructed in conformity with this Agreement and in accordance with the plans and specifications approved by the Director subject to any variation or amendment as approved in writing by the Director or ~~their~~^{his or her} designate as the case may be, and that the rough grading of the Lands has been completed to provide the proper outlet for the major design storm, including completion of the functional stormwater management facility. The certification should include confirmation that all deficiencies in the water and sanitary infrastructure have been rectified to provide for the City's operation of the municipal water and sanitary systems.

g) MAINTENANCE

For municipal water and sanitary servicing deemed acceptable and substantially complete, all legislated maintenance is performed by the City's

Public Works Department to ensure the protection for the residents at time of occupancy.

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

h) ASSUMPTION

Upon completion of the maintenance period set out in Section 1.g) above, the Public Services shall be eligible for Assumption by the City. Prior to submitting a request for the Assumption of the Public Services by the City, the Owner shall be required to confirm the installation and implementation of the approved **detailed** engineering design have been completed to the City's approved guidelines and all provincial and federal standards, and:

- i. to clean all sewers, manholes, and catch basins to be free of road materials, building debris, and other foreign matter, and to clean such materials from the system, to provide a sewer video inspection, and to rectify any deficiencies the sewer video inspection may reveal;
- ii. to clean and remove any debris and earth deposits from all roadway pavement and the Land;
- iii. to rectify and repair all damages, settlements, or depressions to the above ground infrastructure including but not limited to curbs, water boxes, sidewalks, roadways, etc.;
- iv. to complete the installation of pavement markings;
- v. to rectify, clean out, and repair damages to the stormwater management facilities, and to certify to the City these facilities are functioning in accordance with the approved stormwater management report and engineering drawings;
- vi. to comply with and pay all outstanding work orders that the City may have concerning emergency repairs; and
- vii. to make all plant material replacements.

i) CONDITIONS FOR ASSUMPTION OF PUBLIC SERVICES

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

- i. a certificate from the Engineer stating that all stormwater management facilities as required in the stormwater management report and as shown on the engineering drawings and as per the approved design are constructed, are landscaped, are operational, and are functioning;

- ii. a certificate from the Engineer stating that all water and sanitary servicing has been constructed in conformance with the approved engineering design and further that all water and sanitary servicing are operational and are functional;
- iii. a certificate from the Engineer confirming that the roads are constructed in conformance with the approved engineering design and geotechnical report and further the Engineer will provide the anticipated maintenance schedule for the roads to be assumed;
- iv. a certificate from an Ontario Land Surveyor certifying that ~~they~~~~he or she has~~ confirmed the areas and frontage of all lots and blocks in the subdivision and has located or replaced all standard iron bars as shown on the registered plan, and has located or properly re-established all block corners, the beginnings and ends of all curves including all corner roundings and all points of change in direction of streets;
- v. a certificate executed by the Engineer, in conjunction with a final grade plan verifying all lot and block elevations for the subdivision, certifying that all lots and blocks within the subdivision have been graded in accordance with the overall grading plan and that there are no drainage problems for which the Owner is responsible;
- vi. the stormwater management operation and maintenance manual, including record of all clean outs and inspections and confirming compliance with Ministry of the Environment, Conservation and Parks Consolidated Linear Infrastructure Environmental Compliance Approval~~approval~~;
- vii. confirmation from the City that any emergency repairs that may have been completed by the City have been paid for by the Owner;
- viii. Property Identification Numbers (PIN) for all segments of road and parcels of land to be assumed by the City;
- ix. a listing of assets to be assumed by the City, in a format acceptable to the City; and
- x. a statutory declaration confirming all payments have been made, as per the City's template.

j) ASSUMPTION BY-LAW

Upon the satisfaction of all of the conditions as aforesaid, the Director shall submit a written report to the City Council stating that the Public Services have been constructed and installed to municipal specifications, that all accounts in connection therewith have been paid, that all financial requirements have been met or will be met on the passing of the Assumption By-law and that the Public Services are in the required condition to be assumed. -When all of the requirements of this section have been fulfilled, the Owner shall request that City Council pass an Assumption By-law for the Public Services. Upon an Assumption By-law being passed, the ownership of the Public Services shall vest in the City, and the Owner shall have no claims or rights thereto other than those accruing to it as an owner of land abutting on public highways where the Public Services were constructed or installed.

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

k) LIABILITY – INDEMNITY AND INSURANCE

i. INDEMNITY

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

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

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

ii. INSURANCE

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

- a. Commercial General Liability Insurance shall be in the name of the Owner with the **Corporation of the City of Kawartha Lakes** (herein after called the City) named as an additional insured, with limits of not less than Ten Million (\$10,000,000.00) dollars inclusive per occurrence. Coverage shall

include but is not limited to bodily injury, death and damage to property including loss of use thereof, products and completed operations liability, blanket contractual liability, owners and contractors protective, premises and operations liability, contingent employers liability, non-owned automobile liability and contain a cross liability and severability of interest clause. If applicable, such policy shall include an "XCU" endorsement providing coverage for property damage and injury related to construction works such as excavation, pile driving, blasting, shoring, underpinning, raising or demolition of any building or structure, collapse of any structure or subsidence of any structure or land from any cause;

- b. If applicable, Standard Form Automobile Liability Insurance with limits of not less than Five Million (\$5,000,000.00) dollars inclusive per occurrence for Third Party Liability including bodily injury, death and damage to property, in respect of the use or operation of all motor vehicles owned, operated or leased by the Owner;
- c. "Broad Form" (all risk) Property Insurance covering all property, equipment, machinery, tools and stock used by the Owner for the performance of the Work including costs to clean-up and restore property damaged by sudden and accidental escape of pollutants and shall be in a form acceptable to the City and shall not allow subrogation claims by the Insurer against the City;
- d. The Owner shall cause to be placed by each professional engineer or other professional consultant it retains in connection with its development of the Lands, Professional Liability Insurance in an amount of not less than Five Million (\$5,000,000) dollars per occurrence.
- e. Environmental Impairment Liability Insurance subject to limits of not less than Five Million (\$5,000,000.00) dollars inclusive per claim and shall include coverage for but not limited to bodily injury including death, property damage and remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate (including associated monitoring) or dispose of soil, surface water, groundwater or other contamination. The policy shall be endorsed to include the **Corporation of the City Kawartha Lakes** as an additional insured. The policy shall be renewed for 3 years after the termination of this Agreement. The City has the right to request that an Extended Reporting Endorsement be purchased by the Owner at the Owner's sole expense;
- f. Installation Floater insuring any and all materials (including labour), supplies, property of the Owner/property of others intended for the installation in connection with repair, completion, erection or improvement of property. Coverage applies while property is in transit to the installation site, while stored at a temporary location, awaiting installation at the work site, during loading and unloading as well as the course of installation until completed. The limit for any one loss is not to be less than an amount

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

- g. If applicable, Hook Liability coverage in the amount of the value of the equipment being lifted at any one time during the performance of the work;
- h. Umbrella and/or Excess Liability Insurance policies may be applied to increase liability limits. Certificate(s) of insurance must specify the underlying policies to which the umbrella/excess coverage applies and indicate any applicable aggregates.

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

2. CLEARANCE OF BUILDING LOTS

The Owner shall not make an application for occupancy of any lots until,

- a) all services and utilities that are required to service the building have been constructed, including, that water, sewage and drainage facilities and suitable base asphalt road foundation have been installed, and the Engineer certifies that such drainage facilities are operating in accordance with the conditions contained herein, in or on the roadway in front of the Lot, Lots or Blocks that are subject to the building permit application;
- b) the City has received payment of the Development Charges, all other building permit application fees applicable to such Lot or Block and a permit from Conservation Authority, where applicable. This requirement, however, shall not apply to any of the Development Charges for which the City has, elsewhere in this Agreement, granted a deferral to the Owner as per Council Policy CP2019-005, in which case the provisions governing the deferral shall determine when payment of the Development Charges by the Owner is due;

- c) Phase 2 of the Plan as described herein at **Schedule "A-3"** has been registered on title;

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2.2 SERVICING ALLOCATION

The Owner acknowledges and accepts that water capacity approvals are not guaranteed, until the securities and deposits required by this Agreement are received in full, and water capacities are not guaranteed for any particular block or lot until this Subdivision Agreement is registered on the Lands.

The Owner further acknowledges and agrees that servicing for subsequent phases cannot be guaranteed and that nothing in this Agreement requires the City to provide such services.

2.3 DEVELOPMENT TO PROCEED EXPEDITIOUSLY

This Agreement requires that development of Phase 4 of the Plan commence within one (1) year and that Phase 4 be completed within four (4) years of the date of this Agreement, unless otherwise agreed to by the City. If the proposed development governed by this Agreement is not commenced within one (1) year from the date that this Agreement is fully executed by both parties, the City may, at its sole option and on thirty (30) days notice to the Owner, declare this Agreement null and void and of no further force or effect. The Owner shall not be entitled to a refund or credit of any fees, levies, development or other charges paid by the Owner or for any credits for works constructed or provided by the Owner in lieu of payment of any development charges otherwise payable pursuant to this Agreement.

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Commented [CS23]: Owner to insert Phase number and Planning to confirm

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3. LAND FOR MUNICIPAL PURPOSES

a) The Owner COVENANTS AND AGREES to convey to the City free of charge and free of all encumbrances such as easements and Blocks as are set out in **Schedule "B"** hereto for the installation and maintenance of the Public Services installed by the Owner under provisions of this Agreement and for Municipal purposes in conjunction with the Registration of Phase 4 of the Plan.

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b) The Owner further COVENANTS AND AGREES not to convey, or agree to convey, any Land as shown on **Schedule "A-3"** hereto in which the City or Hydro One Networks Inc. is being conveyed an interest by way of easement, right-of-way or agreement, under the terms of this Agreement until such time as the City and Hydro One Networks Inc. have registered the grant of easement or right-of-way on title of the property through which an easement or right-of-way passes.

c) The Owner and the City further AGREE that the deeds for all the said Land as set-out in **Schedule "B"** hereto have been approved by the City Solicitor and deposited with the City Clerk prior to the execution of this Agreement.

d) The Owner further COVENANTS AND AGREES that any portion of the Lands conveyed to the City for municipal purposes will not be used for the

disposal of debris obtained from the development of any portion of the Development Lands herein developed, and the Owner further COVENANTS AND AGREES to restrain all others from depositing junk, debris and refuse on the Land conveyed to the City under **Schedule "B"** of this Agreement and further COVENANTS AND AGREES to remove any such junk, debris or refuse so deposited immediately when so directed by the City and at the Owner's expense.

e) The parties agree that, in the event the required easements, right-of-ways, or other Land as required pursuant to this Agreement have not been properly provided, the City, in addition to any other remedies available to it, may expropriate such easements, right-of-ways, or Land, and the costs of such expropriation shall be at the expense of the Owner.

f) The City AGREES to complete the registration of all such easements, as well as this Agreement, within ten (10) days of the date of Registration of the Plan of Subdivision, failing which the Owner is hereby authorized to complete such registration on the City's behalf.

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

4. LAND TO BE RETAINED BY THE OWNER

a) Prior to final approval and registration of Phase 4 of the Plan, the Owner AGREES to provide the complete legal description of all land shown as "Other lands owned by the Applicant" as shown on the key map of the Plan.

5. LOT GRADING

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

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

approval of the City's Engineering and Corporate Assets Department, placing fill, planting trees, or landscaping.

c) The Owner AGREES that **Schedule "E"**, ~~Plan of~~ Lot Grading Plan, will only be altered or amended to resolve unusual or unforeseen circumstances giving rise to hardship and only after having received the written approval of the Director; and that the Owner shall maintain such grading in accordance with the Lot Grading Plan or the Lot Grading Plan as amended except for such temporary deviations as are necessary for the purpose of constructing any building or structure which may be lawfully erected thereon. -The Owner further AGREES that should any unforeseen or unusual circumstance arise which was not properly taken into account by the Owner's Engineer in the development of the Lot Grading Plan and which, in the opinion of the Director, requires the construction of additional drainage or appurtenant works, the Owner shall construct such additional works when so directed by the Director and at the Owner's sole cost. The Owner will provide an "As-Built" Lot Grading Plan reflecting all alterations, additions, and amendments.

d) The Owner shall submit lot grading and drainage plan(s) at the same time as, or prior to, submitting any Building Permit application for any Lot or Block within Phase ___. Such Lot Grading and Drainage Plan shall show:

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

Such lot grading and drainage plans shall have been approved by the Engineer, and shall contain a certificate by the Engineer ~~certifying which shall certify~~ the following:

- i. that the said lot grading and drainage plan is in conformity with the approved Lot Grading Plan included in **Schedule "E"** of this Agreement and with the road grades as shown on the approved Plans and Specifications approved by the Director;
- ii. that the Engineer has examined the plans and drawings for the proposed dwelling to be erected on the Lot or Block; and;

Commented [CS27]: Owner to insert Phase number and Planning to confirm

- iii. that the siting of the proposed dwelling and/or detached accessory buildings and/or structures as shown on the site and grading plan accurately reflects the proposed buildings as shown on the plans and drawings for which a Building Permit has been applied.

f) The Owner AGREES that the services of the Engineer will be retained for the purposes of preparing an as-built Lot Grading and Drainage Plan for each Lot and Block. The Owner further AGREES to have the Engineer review the as-built Lot Grading and Drainage Plan and issue a Certificate ~~in accordance with Section~~

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

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

6. PAYMENT OF TAXES

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

b) The Owner further UNDERTAKES AND AGREES to pay all taxes levied, or to be levied, on the Development Lands on the basis and in accordance with assessment and collector's roll entries until such time as the Lands herein being developed have been assessed and entered on the collector's roll.

Notwithstanding the foregoing, nothing contained herein shall prevent the Owner from appealing such taxes or exercising any other rights of appeal it may have at law.

7. COMMUTATION OF LOCAL IMPROVEMENTS

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

8. DEFAULT

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

- i. is not diligently completing the Public Services within the specified time, and/or;
- ii. fails to provide the annual update to the City, including the construction management plan, communication plan, and confirmation of securities, and/or;
- iii. neglects or abandons the Public Services prior to completion, and/or;
- iv. has caused unreasonable delays so that this Agreement is not

- v. being complied with or is carelessly executed, and/or;
- vi. is refusing to renew or complete such Public Services as may be directed as defective or unsuitable, and/or;
- vii. is not constructing the Public Services in compliance with the Director's approved drawings and conditions, and/or;
- viii. otherwise defaults in ~~their~~ obligations set out in performance in accordance with this Agreement.

b) In the event that the City determines the Owner to be in default as hereinbefore provided, the City Solicitor shall notify the Owner of the particulars of such default by registered mail and shall specify the time within which such default shall be remedied.

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

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

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

9. FINANCIAL ARRANGEMENTS

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

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

Services is set out in **Schedule “D”** hereto. The amount identified as Security to be posted by the Owner in **Schedule “D”** reflects an agreement by the City to allow the Owner to post a reduced amount without releasing the Owner of its obligations hereunder to be fully responsible for all costs and obligations.

b) The aforesaid security shall be in a form approved by the City’s Treasurer and the Owner COVENANTS AND AGREES that the said security shall be kept in full force and effect and that ~~they~~ ~~he or she~~ will pay all premiums as the same come due until such time as the City accepts the said Public Services as hereinbefore provided at which time the said security shall be reduced in accordance with Section 1.1 f) above and returned to the Owner. The aforesaid security shall also contain the following provisions:

- i. The security shall be for any obligations of the Owner pursuant to the provisions of this Agreement, without limitations whatsoever and shall include applicable H.S.T.;
- ii. Drawings on the security shall be permitted upon the City claiming default by the Owner under the terms of this Agreement, and certifying that the notice provided for under Section 8 hereof has been given, and such default shall not be limited to the actions of the Owner;
- iii. Partial drawings on the security shall be permitted at the time of acceptance and substantial completion and at the time of assumption;
- ~~iv.~~ iv. If the security is in the form of a letter of credit, ~~it must automatically renew unless the City is notified at least and is not renewed at least thirty ninety (390) days prior to the date of expiry, and by an irrevocable letter of renewal or replacement letter of credit in such form and on such terms acceptable to the City’s Treasurer,~~ the City ~~must~~ be permitted to draw on up to 100% of the letter of credit on or before the date of expiry;
- ~~iv.v.~~ v. Letters of credit must be issued by Canadian banking institutions with a branch office in Ontario; and
- ~~v.vi.~~ vi. The Owner shall provide to the City on an annual basis confirmation of the validity and currency of the security held by the City. Said confirmation shall be in the form of the **Schedule “D”** engineering cost estimate accompanied by a letter submission confirming that the security held pursuant to **Schedule “D”** reflects the value of work outstanding at that time.

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

follows:

- i. Calculate 10% of the estimated cost of the completed works as inspected and agreed to by the City;
- ii. Add thereto the estimated value of the uncompleted work;
- iii. Add to that subtotal an allowance for contingencies (10.5%) and engineering and inspection (7%);
- iv. The resultant amount including the applicable H.S.T. shall be the revised amount of security required to be held pursuant to **Schedule “D”**; and
- v. At no time can the amount of security be reduced to below the actual amount required to secure the completion of Public Services. ~~and the full payment of the required Development Charges.~~

Commented [CS29]: As per update for 2024 Report ENG2023-

Commented [CS30]: Deferral has been cancelled

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

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

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

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

Said Engineering Fee, intended to reimburse the City for the expenses incurred by ~~the City~~ in processing the post-draft-plan-approval development of the subdivision, shall be in the amount of ~~6.04~~5% of the estimated construction value of the Public Services created relative to the subdivision as laid out in **Schedule “D”** (exclusive of H.S.T.). Inter alia, the above mentioned fee

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includes all services provided by the City in relation to approval of the grading on individual Lots and Blocks created by the registered M-Plan for Phase 4. The collection of all of the aforementioned Fees shall be in accordance with By-Law 2007-132, as amended.

Commented [CS32]: Owner to insert Phase number and Planning to confirm

g) The Owner agrees that they and the subdivision proposed herein are subject to the Development Charges By-laws of the City of Kawartha Lakes, as amended or replaced from time to time. In respect of Phase 4, the following table determines the value of the applicable Development Charges, as of the date of execution of this Agreement, owed to the City by the Owner:

Commented [CS33]: Owner to insert Phase number and Planning to confirm

20254 Residential Dwelling Unit Type	Single- or Semi-Detached	Row or Multiple	Apartment : Two or More Bedrooms	Apartment: One Bedroom	Total
Number of Dwelling Units in Proposed Subdivision					
Health and Social					
Airport					
By-Law Enforcement					
Parking					
Parks and Recreation					
Library					
Administration Studies					
Fire					
Paramedic					
Police					
Transit					
Waste Diversion					
Roads and Related					
Water Treatment					
Water Distribution					
Wastewater Treatment					
Wastewater Collection					
Total Development Charges					

Owed to the City by the Owner, if payable as at the date that this Agreement is entered into by the parties. Actual amounts may vary based on date payment due.					
--	--	--	--	--	--

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

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Accordingly, the Development Charges in respect of each dwelling unit within the Phase ___ development are due upon and as condition of, issuance of a permit for Occupancy of the same, by the Chief Building Official, rather than at the time of the issuance of a building permit, subject to the following conditions:

- i. On the 3rd anniversary of the execution of this Agreement, any remaining payments of Development Charges are due;
- ii. Payments of Development Charges shall be determined by the Chief Building Official in accordance with the Development Charge rates in effect at the time payment is made;
- iii. The Owner may make a full, but not a partial, payment of Development Charges in respect of a dwelling unit prior to when the payment is due;
- iv. The Owner agrees it is solely responsible for ensuring timely payment of Development Charges and that late payments of Development Charges are subject to an interest rate of 5.00% per annum until they are finally received or recovered from the Owner by the City;
- v. The Owner shall forthwith reimburse the City, upon demand by the City Solicitor, for all legal, administrative and other costs to the City of recovering late payments of Development Charges from the Owner;
- vi. The Development Charges and other financial obligations of the Owner to the City arising from the deferral of the Development Charges remain owing to the City until they are settled to the City's satisfaction;
- vii. Notwithstanding any other provision of this Agreement, at such time any financial security provided by the Owner to the City pursuant to this Agreement shall no longer be required for its original purpose, it shall thereafter be kept in force for a period satisfactory to the City to secure outstanding Development Charges, and, upon renewal from

time to time, shall be adjusted to the value of the outstanding Development Charges in accordance with the Development Charge rates then in effect, plus any additional financial obligations of the Owner to the City arising from the deferral of the Development Charges, subject to truncation of the financial security at its original value;

- viii. Should the Owner fall into default of any financial obligation to the City arising from the deferral of the Development Charges, the City may recover the outstanding financial obligation, in whole or in part, from the Owner by drawing upon any available financial security provided to the City by the Owner and or by collecting the outstanding financial obligation from the Owner in the same manner as property taxes; and
- ix. The foregoing conditions shall not be interpreted or construed so as to limit any of the rights, prerogatives or powers of the City or remedies or recourse available to the City.

10. NOTIFICATION

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

Name: _____
Address: _____
Phone: _____

Email: _____

Commented [CS35]: Owner to insert

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

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

11. NOTIFICATION OF SERVICES

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

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purchaser.

Each Agreement of Purchase and Sale for a Lot or Block within Phase 1 of the Plan shall include the provisions contained in the following Sections of this Agreement, namely: 5, 23, 35, and **Schedule "G"**.

12. HYDROGEOLOGICAL REPORT

Details of the report to be inserted by the Owner's Engineer

13. EMERGENCY ACCESS ROUTE / WALKWAY

The Owner AGREES to identify any emergency access route or walkway on **Schedule "A-1"**.

14. CONSTRUCTION ACCESS

The Owner AGREES that all construction access to the site shall only be from _____ . The construction access route must be clearly signed to the satisfaction of the City. The construction access route must be maintained in good condition to avoid the transfer of dirt and debris from the subdivision development.

15. ZONING

The Owner AGREES that the Lands shown on **Schedule "A"** hereto shall be governed by the provisions of File D06-~~XXXX-XXX~~ and Zoning By-Law 20~~XX-XXX~~, as amended which provides the following zoning:

LOT OR BLOCK	ZONE

Commented [CS37]: Planning to confirm

16. CONSTRUCTION & SOIL USE

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

- a) That all streets abutting on the Lands to be included in this Agreement and

to be used for access during the construction of the dwellings or other buildings on the Plan and/or Phase 4 shall be kept in good and usable condition during the said construction and, if damaged, will be restored immediately and all trucks making delivery to or taking materials from the Lands in the said Plan and/or Phase 4 shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish or debris on the said streets abutting. The Engineer shall prepare a written engineering condition assessment of all streets abutting the Lands to be developed to establish the condition of the streets prior to any construction. The condition assessment shall be submitted to the City for review. The City will confirm that the appraisal shall form the basis of subsequent reassessment of the condition of the street during or after the construction period. If an objection is filed by the Owner, an independent assessment by an engineer appointed upon mutual consent of the City and the Owner and at the sole cost of the Owner shall form the basis of comparison.

Commented [CS38]: Owner to insert Phase number and Planning to confirm

Commented [CS39]: Owner to insert Phase number and Planning to confirm

b) That all topsoil relocated on the Lands, shown on **Schedule “A-1”** attached hereto, shall be stockpiled and vegetated, and as each building is completed, the topsoil so stockpiled shall be placed around the grounds of each building to minimum consolidated depth of 150mm and shall include all surfaces not covered by buildings, driveways or pavement.

c) That the Owner is solely responsible for ensuring that sufficient topsoil is available for all Lots and Blocks to comply with the requirements of this Agreement. If topsoil is required from offsite, or if topsoil from the site is to be removed from the site, the Owner is entirely responsible for compliance with the Excess Soil Guidelines of Ontario Regulation 406/19 to the **Environmental Protection Act**. The Owner shall provide the City with a copy of the Qualified Person’s report, confirming compliance with the Excess Soil Guidelines.

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

17. REGISTERED PLAN

(a) The Owner shall register, at its expense, the M-Plan described at **Schedule “A-3”** hereto on title to the Development Lands within thirty (30) days of final approval of Phase 4 being provided to the Owner by the Director of Development Services.

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(b) The Owner shall supply a “mylar” copy of Registered Plan of Subdivision, being Phase ___, to the Director immediately following registration.

Commented [CS42]: Owner to insert Phase number and Planning to confirm

18. UTILITY COORDINATION

The Owner AGREES to coordinate the design for the installation of utility plans within Phase 1 of the Plan and has produced a Composite Utility Plan (**Schedule “H”**) to the satisfaction of the City’s Engineering and Corporate Assets Department and the necessary utility authorities prior to the issuance of any Building Permits within Phase 4. The Composite Utility Plan shall contain the plans required for the installation of primary and secondary electricity,

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telecommunication, street lighting, and/or gas services as available.

19. AGREEMENT WITH HYDRO ONE NETWORKS INC.

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

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

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

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

The Owner and/or Building Permit Holder AGREES to install underground electrical services and to the specifications of Hydro One Networks Inc. to install all secondary electrical services from the street to each individual residence within Phase 4 of the Plan.

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

20. TREE MANAGEMENT AND STREETScape PLAN

The Owner COVENANTS AND AGREES to:

- a) design the subdivision street layout after having regard to the preservation of the maximum number of mature trees on the property. To this end, the Owner will hire a certified Arborist to survey the location of all mature, healthy, native trees on the property prior to finalizing the streetscape plan, and will provide this report to the City;
- b) install trees within the rights of way of all streets to be dedicated to the City in accordance with the approved landscape plan;
- c) commit to best efforts to ensure all trees are planted within the landscape architect recommended planting season and to be planted prior to surface asphalt placement;
- d) provide security in an amount shown in **Schedule "D"** to the City to ensure compliance with the street tree planting requirements for this Agreement;

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- e) plant trees having a minimum caliper of sixty millimeters (60mm);
- f) coordinate the approved landscape plan with the approved utility plan;
- g) maintain and post a copy of the Streetscape Plan in any home sales office/online for prospective home buyers to view.

21. WINTER MAINTENANCE AND WASTE COLLECTION

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

22. MODEL HOME

- a) Notwithstanding the provisions of this Agreement to the contrary, prior to the registration of the final plan of subdivision the Owner may erect one (1) detached dwelling on Lot as approved by the City.
- b) The Owner COVENANTS AND AGREES that ~~they he or his or their~~ agent/builder/contractor will submit to the Chief Building Official of the City, a Site Plan and such other plans and drawings as the City deems necessary for the development of the Model Home area, which approval must be obtained prior to the commencement of any work or construction hereunder and as a prerequisite to the issuance of the Building Permit with respect to the said Lot. Approval shall relate to the lot grading, drainage and landscaping as well as all other matters which the Owner proposes to install, construct or erect on the said Lot.
- c) The Owner COVENANTS AND AGREES to provide in accordance with the Site Plan to the satisfaction of and at no expense to the City, the following:
 - i. off-street granular parking facilities detailed in the Model Home Plan and access driveway;
 - ii. facilities for the lighting of the said Lot and the building or structure to be erected thereon;
 - iii. walls, fences, hedges, shrubs, and sod for the landscaping of the said Lot or for the protection of adjoining land;
 - iv. facilities for the construction, maintenance or improvement of water courses, ditches, and drainage works in connection with the development of the said Lot; and
 - v. grading and alteration in elevation or contour of the said Lot and provision for the disposal of storm, surface and waste water from the said Lot and from any building or structure to be erected, placed or constructed on the said Lot, to the satisfaction of the Director.

- d) The Owner COVENANTS AND AGREES that he or his agent/builder/contractor will complete at its sole risk and expense the facilities

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Commented [CS48]: Owner/Engineer to insert and Planning to confirm

and works referred to in Section 22.c) as well as those facilities and works referred to in the Site Plan.

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

23. TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD AND PETERBOROUGH, VICTORIA, NORTHUMBERLAND AND CLARINGTON CATHOLIC DISTRICT SCHOOL BOARD

All Agreements of Purchase and Sale for all Lots and Blocks governed by this Agreement shall provide notice that pupils who reside within Phase 4 of the Plan and attend public elementary and/or secondary schools may be required to be transported to schools, and that, if transportation to schools is necessary, the pupils who reside within Phase 4 of the Plan will meet the school bus on roads now in existence or at another designated place convenient to the Trillium Lakelands District School Board and the Peterborough, Victoria, Northumberland and Clarington Catholic District School Board.

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Commented [CS50]: Owner to insert Phase number and Planning to confirm

24. FIRE SERVICE DEPARTMENT REQUIREMENTS

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

Commented [CS51]: For City Fire Service review – in conjunction with draft plan conditions

b) The Owner and City AGREE that Building Permits will be restricted to provide for a fire break as follows:

- i. Except as provided in Sentence 2, a firebreak shall be a single house lot, a semi-detached house block, a townhouse block or a parcel(s) of land no less than 9.1 metres (30 feet) in width that is vacant of all structures and buildings.
- ii. A firebreak may contain the following:
 - a. A completed foundation and first floor platform constructed under authority of a building permit, or
 - b. A building with a completed exposing building face including roofing, fascia, soffit, cladding, windows, doors and fire resistance rating, where required.
- iii. A firebreak plan shall be submitted to the City of Kawartha Lakes for approval prior to the issuance of any building permits in the subdivision.
- iv. A firebreak shall be maintained free of all construction material, ground cover, equipment and debris.
- v. In the case of single house lots and semi-detached house blocks, a firebreak shall be provided not more than every:

- a. 6th single house lot, and
 - b. 3rd semi-detached house block.
 - vi. Combinations of adjacent single house lots and semi-detached house blocks may be provided so as not to exceed 6 dwellings in a row without the occurrence of a firebreak.
 - vii. A firebreak shall be provided immediately adjacent to each end of a townhouse block.
 - viii. Requests to release approved fire break lots shall be in writing to the Chief Building Official.
 - ix. As construction proceeds, the developer may submit a revised firebreak plan to the Chief Building Official for review and approval. The Chief Building Official has no obligation to approve a revised firebreak plan.
 - x. At the Chief Building Official's discretion, all matters with respect to fire breaks, that are subject to the Chief Building Official's approval may also be referred to the Chief Fire Official.
 - xi. Notwithstanding above, the City's Chief Fire Official and the Chief Building Official may amend these requirements or the firebreak plan to suit the site.
- c) The Owner further AGREES that street signs shall be erected that are painted and clearly legible as approved by the City, fastened securely to a post at least 2.1 metres above ground level at all street intersections and maintained until permanent signs are erected. These signs shall be erected upon completion of the road base and/or curbing.

25. BELL CANADA, ROGERS, NEXICOM and COGECO REQUIREMENTS

- a) Prior to the issuance of Building Permits, the Owner AGREES that Bell Canada, Rogers, Nexicom and Cogeco shall confirm to the City, that satisfactory arrangements, financial and otherwise, have been made with Bell Canada, Rogers, Nexicom and Cogeco for any Bell Canada, Rogers, Nexicom and Cogeco facilities serving Phase 1 of the Plan which are required to be installed underground.
- b) The Owner further AGREES to grant Bell Canada, Rogers, Nexicom and Cogeco any easements that may be required for telecommunication services.
- c) The Owner further AGREES that if there are any conflicts with existing Bell Canada, Rogers, Nexicom and Cogeco facilities or easements, the Owner shall be responsible for re-arrangements or relocation.

26. ENBRIDGE GAS DISTRIBUTION REQUIREMENTS

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

27. ARCHAEOLOGICAL FINDS

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

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

Within 300 metres of any waterbody/watercourse, or in an area of archaeological potential according to the Heritage Officer of the City, the Owner will submit a Phase 1 and Phase 2 archaeological study to the satisfaction of the City and the Province, and may be required to submit further phases of archaeological study, as required by the City or the Province as a result of the outcome of the Phase 1 and Phase 2 studies. No work will proceed unless and in accordance with the recommendations in the archaeological studies.

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In the case of a find of Indigenous origin, the Owner via their archaeologist will contact all potentially impacted First Nations, as that term is defined in Council Policy CP2022-007, and will consult with First Nations as per the requirements set out in that Policy.

28. STORMWATER MANAGEMENT

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

- i. pre and post development run-off flows and water balance calculations, and the intended means of conveying stormwater flow from each Lot, Block and the entire Phase 1 of the Plan;
- ii. the anticipated impact of the Plan on water quality, water balance, and phosphorus control, as it relates to the receiving water body;
- iii. the means by which the stormwater management design for the Plan mitigates impacts to the downstream fish and fish habitat once adequate protective measures have been taken;
- iv. the means whereby erosion and sedimentation and their effects will be minimized on the site during and after construction;
- v. the site soil conditions, including grain size distribution profiles;
- vi. a site grading plan.

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

c) Prior to the execution of this Agreement, the Owner AGREES to confirm to the City that _____ Conservation Authority has reviewed and approved the stormwater management report and plan, erosion

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Commented [CS56]: Applicable CA to confirm

and sedimentation plan, and final Lot Grading and Drainage Plans as required under this Section.

29. SEWER UPGRADES

a) UPGRADES TO EXISTING STORM SEWER

Specific requirements as applicable to the **detailed engineering design drawings plan** are to be inserted.

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b) UPGRADES TO EXISTING SANITARY SEWER

Specific requirements as applicable to the **detailed engineering design drawings plan** are to be inserted.

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30. OTHER UPGRADES

Specific requirements as applicable to the **detailed engineering design drawings plan** are to be inserted.

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31. PARKLAND CONTRIBUTION OR CASH-IN-LIEU

The Owner AGREES that Block(s) ___ and ___ of Plan 57M-___ are to be dedicated to the City as parkland and that the development of the parkland is to the satisfaction of the Community Services Department of the City. The standards for the development and conveyance of the parkland are included in **Schedule "C"**, Section 11 of this Agreement.

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Alternatively, the Owner COVENANTS and AGREES that prior to the execution of this Agreement by the City, the Owner shall have paid to the City cash-in-lieu of the dedication of parkland equal to 5% of the appraised value of the Land. Such value shall be determined by an experienced and qualified land appraiser (CRA or AACI) as of the day before draft plan approval was given by the City or the most recent extension of such draft plan approval by the Director of Development Services or **their** designate. The appraisal report shall accompany the cash-in-lieu payment. The City is not required to accept the appraisal report and reserves the right to peer-review the appraisal report and negotiate the cash-in-lieu payment. Said amount is ___ (\$***, ***) based on the appraisal of the entire draft approved plan dated ___.

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32. SCHEDULES

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

Schedule "A" – Description of Development Lands (attached)

Schedule "A-1" – Engineering Drawings (Complete Set & Electronic **CD**)

To be on file with the City of Kawartha Lakes

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Schedule "A-2" - Draft Plan of Subdivision

Schedule "A-3" - Draft M-Plan for Phase ___ Lands

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Schedule "B" – Land for Municipal Purposes (attached)

Schedule "B-1" – Plan of Easements

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Schedule "C" – Specifications and Standards (attached)

- Schedule “D” – Summary of Estimated Costs (attached)
- Schedule “E” – Lot Grading Plan (on file with City)
- Schedule “F” – Conditions of Draft Plan Approval (attached)
- Schedule “G” – Special Warnings and Notices (attached)
- Schedule “H” – Composite Utility Plan (on file with the City)
- Schedule “I” – Letter of Undertaking (attached)
- Schedule “J” - Tree Management Plan (attached)**

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

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

- a) local services installed at the expense of the Owner within Phase 4 of the Plan as a condition of the approval under Section 51 of the **Planning Act**; and
- b) local connections to watermains, sanitary sewers and storm drainage facilities installed at the expense of the Owner; and are not related to development within the meaning of the **Development Charges Act**.

Commented [CS64]: Owner to insert Phase number and Planning to confirm

34. BUFFER AND FENCING REQUIREMENTS

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

35. CANADA POST REQUIREMENTS

The Owner COVENANTS AND AGREES to provide the City with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community Mail Boxes (CMBs) as required by Canada Post Corporation and in accordance with the requirements of **Schedule “C”** Section 14 at the time of sidewalk and/or curb installation. The Owner further covenants and agrees to notify prospective purchasers of locations of CMBs in accordance with **Schedule “G”** Item 1) and that home/business mail delivery will be provided via CMB, provided the Owner has paid for the activation and equipment installation of the CMBs.

Commented [CS65]: City Planning to confirm with draft plan conditions

36. MINISTRY OF TRANSPORTATION REQUIREMENTS

Specific requirements as applicable to the detailed engineering design drawings are to be inserted

Commented [CS66]: Owner/Engineer to confirm and insert

37. MINISTRY OF NORTHERN DEVELOPMENT, MINES, NATURAL RESOURCES AND FORESTRY REQUIREMENTS

Specific requirements as applicable to the detailed engineering design drawings ~~plan~~ are to be inserted.

Commented [RP67]: Owner/Engineer to confirm and insert

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38. MINISTRY OF THE ENVIRONMENT, CONSERVATION AND PARKS

The Owner shall comply with all requirements of the Ministry of the Environment, Conservation and Parks Consolidated Linear Infrastructure 20254 xx.xx-16T-22502 Draft Subdivision Agreement

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Environmental Compliance Approvals, as amended for the development:

- a) Municipal Sewage Collection System (Sanitary): **141-W601**
- b) Stormwater Management System (including storm sewers): **141-S701**
- c) Drinking Water Works Permit: **141-_____**

Commented [CS68]: Specific Water System Number to be inserted

39. OTHER APPROVING AGENCY

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

Commented [CS69]: Owner/Engineer/City to confirm

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40. SUBORDINATION

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

41. MISCELLANEOUS

- a) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless the Agreement specifies otherwise.
- b) The City and Owner AGREE that they shall perform all of their respective obligations under this Agreement in an expeditious manner, which obligations include those set out in the Schedules attached hereto.
- c) In the event that a Court determines that any provision of this Agreement, including any provisions set out in the Schedules attached to this Agreement is void or unenforceable:
 - i. such provision shall be deemed severed from the Agreement and the balance of the Agreement and its Schedules shall continue in full force and effect; and
 - ii. the parties shall provide and perform such further assurances as are necessary to ensure the implementation of those provisions deemed severed.
- d) The parties agree and acknowledge that the City has the authority and jurisdiction to enter into, perform and enforce the provisions of the Agreement, including its Schedules.
- e) ~~It is hereby agreed and declared that where in this Agreement the context or required, words in the singular include the plural, words in the plural include the singular, and words importing the masculine gender include the feminine and neutral gender.~~

42. REGISTRATION OF AGREEMENT

- a) The Owner shall register, at its expense, this Agreement, including the Schedules hereto, upon the title to every Lot and Block of Phase **4** within ten (10) days of registration of Phase **4**.

Commented [CS70]: Owner to insert Phase number and Planning to confirm

Commented [CS71]: Owner to insert Phase number and Planning to confirm

- b) The Owner acknowledges that the City, in addition to any other remedy ~~they#~~ may have at law, shall also be entitled to enforce this Agreement in accordance with s. 442 of the **Municipal Act, 2001**.

c) In the event that the Plan of Subdivision has not been registered within thirty (30) days from the date that final approval of Phase 4 is granted, the City may, at the option of the Director, on one (1) months' notice to the Owner, declare this Agreement to be null and void. Upon expiration of the notice period, the Owner will not register the Plan of Subdivision or make any improvements upon the Lands and the proposed Plan until a new Agreement has been executed by the parties.

Commented [CS72]: Owner to insert Phase number and Planning to confirm

43. SUCCESSOR OWNERS

a) **IT IS DECLARED AND AGREED** that this Agreement and the covenants, provisions, conditions and Schedules herein contained shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors in title or permitted assigns of each of the parties hereto. "Owner" where used in this Agreement, and in addition to its accepted meaning, shall mean and include an individual, an association, a partnership, or an incorporated company, ~~and wherever the singular is used herein, it shall be construed as including the plural.~~ Where the property is transferred prior to assumption, the Agreement is binding upon those successive owners as successors in title to the signatory.

b) **IT IS DECLARED AND AGREED** that, where the Lands are transferred prior to release of securities, that the City may continue to hold those securities as securing the commitments under this agreement of the new/current property Owner(s). At the time of release of securities, the City will release the security to the Owners (excepting to those owners of individual lots and blocks who did not act as developer/owner) that completed the obligations under the Agreement. The signatory to this Agreement, or any successors in title, who are not reimbursed the monies they deposited have no claim against the City for return of the security and will make their action directly against the recipient of the funds. If such claim is brought, this provision will be a complete bar to that action, and the City will be entitled to recover 100% of its costs in enforcing this provision of the Agreement.

c) **IT IS DECLARED AND AGREED** that, where the Lands are transferred to a subsequent developer/owner prior to assumption, the documents referenced in this Agreement become the property of the current Owner.

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

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Douglas J.F. Elmslie, MAYOR

Date

Cathie Ritchie, CITY CLERK

Date

Date

Title:

I have the authority to bind the Corporation.

Commented [RP73]: Owner to confirm signing authority and insert

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SCHEDULE "A"

DESCRIPTION of the LAND

Legal description of the Land shall be inserted.

Subdivision File No.: 16T-_____

Name of Subdivision: _____

Legal Description:

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SCHEDULE "A-1"

ENGINEERING DRAWINGS

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

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

<i>Engineer, Drawing Titles and Numbers, and Dates to be inserted</i>	
No. _____	: General Notes
Drawing No. _____	: General Above and Underground Services
Drawing No. _____	: Grading Control Plan
Drawing No. _____	: General Removals Plan
Drawing No. _____	: Storm Sewer Drainage Area Plan
Drawing No. _____	: Sanitary Sewer Drainage Area Plan
Drawing No. _____	: Details
Drawing No. _____	: Standard Details – OPSD
Drawing No. _____	: Plan and Profile – Street 'A'
Drawing No. _____	: Plan and Profile – Storm Easement
Drawing No. _____	: Plan and Profile – Street 'B'
Drawing No. _____	: Erosion and Sediment Control Plan
Drawing No. _____	: Erosion and Sediment Control Details
Drawing No. _____	: Construction Management Plan
Drawing No. _____	: Landscape & Streetscape Plans
Drawing No. _____	: Composite Utility Plan
Drawing No. _____	: Signage and Pavement Marking Plan
Drawing No. _____	: Landscape Plan
Drawing No. _____	: Landscape Plan Details

Commented [RP74]: Owner's Engineer to insert actual list of drawings with numbers, titles, and dates

SCHEDULE "A-2"

DRAFT PLAN OF SUBDIVISION

Commented [CS75]: All information to be inserted by the Owner's Planner and confirmed by the City's Planning Division

Subdivision File No.: 16T-_____

Name of Subdivision: _____

The Draft Plan consists of ##### Residential Lots and ### Blocks, permitting a total of ##### residential units (#####single detached and ### townhouse units), together with the following non-residential components:

Commented [CS76]: Subdivision specifics to be inserted

1. Park Block(s);
2. Open Space Block(s);
3. Stormwater Management Facility Block(s);
4. Commercial Block(s);
5. Institutional Block(s);
6. Servicing Block(s);
7. Road Widening Block(s); and,

Commented [CS77]: Insert numbers as applicable – Owner's Planner to be confirmed by City Planning Division

an area comprising _____ ha designated for future roads to be constructed in 20.0 m and 26.0 m rights of way.

The Draft Plan, which was prepared by _____, dated _____, may be viewed at:

City of Kawartha Lakes
City Clerk's Office
26 Francis Street
Lindsay, Ontario
K9V 4R5

SCHEDULE "A-3"

DRAFT M-PLAN FOR PHASE #

The Draft M-Plan comprises part of PIN _____(LT), being Part of (**insert legal description**, Geographic _____, City of Kawartha Lakes).

The Draft M-Plan consists of ### residential Lots and Blocks, which include residential and non-residential components, including as follows:

1. Residential blocks shown as Blocks ## to ##, both inclusive;
2. *Insert all street names;*
Insert details, additional blocks, etc. here

The Draft M-Plan, which was prepared by _____, dated _____, and bears reference number _____ may be viewed at:

City of Kawartha Lakes
City Clerk's Office
26 Francis Street
Lindsay, Ontario,
K9V 4R5

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SCHEDULE "B"

LAND FOR MUNICIPAL PURPOSES

1. EASEMENTS FOR GENERAL MUNICIPAL PURPOSES

The Owner shall grant at its expense and in favour of the City the following easements for General Municipal Purposes: being Part _____, inclusive, shown on Plan 57R-_____ and attached as **Schedule "B1"**.

Commented [RP78]: Owner/Engineer to insert if applicable

2. EASEMENTS FOR UTILITY PURPOSES

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

3. PUBLIC HIGHWAYS

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

4. 0.3 METRE RESERVES

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

Commented [RP79]: Owner/Engineer to insert

5. STORMWATER MANAGEMENT FACILITIES

The Owner shall construct the stormwater management facility(ies) for the Plan of Subdivision on Block(s) _____ of Plan 57M-____ and shall convey Blocks _____ each for construction and placement of a stormwater management pond and sediment drying areas, and Blocks _____ for access and drainage to the stormwater management facilities of Plan 57M-____ to the City..

Commented [CS80]: Owner/Engineer to insert

6. PARKLAND

The Owner shall convey Blocks _____ of Plan 57M-____ to the City for parkland.

Commented [RP81]: Owner/Engineer to insert

7. LAND FOR WALKWAYS, MUNICIPAL SERVICING INFRASTRUCTURE

The Owner shall convey Blocks ### and ### of Plan 57M-____ to the City for the purpose of a walkway with a 3.0-metre-wide multi-use path. Block ### shall also contain _____ infrastructure to subsequent Phase. **(insert specific details, as applicable).**

8. OPEN SPACE BLOCKS

The Owner shall convey Block _____ of 57M-____ to the City for the purpose of an Open Space Block.

Commented [CS82]: Owner/Engineer to insert

SCHEDULE "B-1"

PLAN OF EASEMENTS

Page 1 of 2

Attach to Agreement

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SCHEDULE "C"

SPECIFICATIONS AND STANDARDS

1. General

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

2. Roadways

Roadways shall be designed in accordance with design data and criteria of the Ministry of Transportation and the City of Kawartha Lakes Engineering and Corporate Assets Department as revised from time to time.

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

- i. Excavation
- ii. Grading
- iii. Subgrade and boulevard material to be compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD), subgrade material to be proof rolled and approved by geotechnical engineering prior to placing Granular "B" road base material;
- iv. Minimum of 300mm Granular "B" Type I or II compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD);
- v. Minimum of 150mm Granular "A" compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD);
- vi. Subdrains shall be 100mm diameter perforated corrugated plastic pipe with filter cloth and to be installed in a separated 300mm x 300mm trench below subgrade with a minimum 50mm Granular "A" bedding and Granular "A" backfill.
- vii. Boulevards
- viii. Hot Mix Asphalt Pavement: 50 mm compacted depth of hot-mix, hot laid base course asphalt, HL-8 course mix and 40 mm compacted depth of hot-mix, hot laid base course asphalt, HL-4. The thickness of asphalt shall represent compacted depths.

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

Immediately prior to the construction of the final gravel course and the surface treatment, the previously constructed gravel course shall be inspected by the Director and where, in the opinion of the Director, the surface has become

contaminated, the Owner shall remove all such contaminated areas and replace with acceptable material, all at no cost to the City.

3. Curbs and Gutters and Sidewalks

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

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

4. Watermains

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

5. Sanitary Sewers

- a) Sanitary sewers shall be designed in accordance with current design guidelines of the Ministry of the Environment, Conservation and Parks and the Engineering and Corporate Assets Department [and in compliance with the City's Consolidated Linear Infrastructure Environmental Compliance Approval](#).
- b) Sanitary sewers of a size approved by the Director shall be installed on all streets and easements, etc., as required to adequately service the Plan and adjacent contributory areas. -Sewers shall be installed complete with [maintenance](#) holes and connected to an adequate outlet as indicated on engineering plans prepared by the Engineer and approved by the City as indicated in **Schedule "A-1"** and set out on **Schedule "D"** attached hereto.
- c) Sanitary sewer pipe shall be a minimum nominal diameter of 200mm and shall be manufactured of one of the following materials:
 - i. Polyvinyl Chloride Pipe (PVC) in accordance with OPSS.MUNI 1841 and shall be PVC SDR 28 or 35.
 - ii. A.B.S. composite wall (Truss Pipe) as manufactured by Armco Canada Limited or an approved equal meeting the requirements A.S.T.M. designation D2680.
 - iii. Polyethylene Pipe in accordance with OPSS.MUNI 1842.

d) Unless otherwise specified, PVC sewer pipe shall be laid in a Class “P” bedding consisting of approved Granular “A” material compacted to 100% of material’s Standard Proctor Maximum Dry Density (SPMDD) in accordance with OPSD 802.010. –Where conditions warrant, the bedding material shall be 19mm Type 1 Clear Stone.

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

6. Storm Sewers

Storm sewers, including maintenance holes, catch basins and connections shall be installed in the locations and of such sizes as indicated within the Land on **Schedule “A-1”** of detailed engineering plans prepared by the Engineer and approved by the City and set out on **Schedule “D”** attached hereto. Storm sewers shall be designed in accordance with current design data of the Ministry of the Environment, Conservation and Parks and Engineering Department and shall be in compliance with the City’s Consolidated Linear Infrastructure Environmental Compliance Approval. Storm sewers shall properly drain the Land on the said Plan and accommodate the drainage from abutting land and runoff from the roofs of buildings erected in the said Plan as indicated on **Schedule “A-1”** attached hereto and shall be constructed to an adequate outlet.

Storm sewer pipe shall be PVC or concrete with rubber gasket joints. Bedding shall be Class “B” unless otherwise stipulated, consisting of approved Granular “A” material compacted to 100% of material’s Standard Proctor Maximum Dry Density (SPMDD) in accordance with OPSD 802.010. Where conditions warrant, the bedding material plus surround to spring line of pipe shall be 19mm Type 1 Clear Stone.

7. Stormwater Management Facility

The Owner AGREES to implement any and all of the works identified in the Stormwater Management Report that details methods to be used to ensure storm water quality controls in accordance with the Ministry of Environment ‘Stormwater Management Planning and Design Manual’ (2003), including all water balance, water quality control, water quantity control, sediment and erosion control, and phosphorus control to the satisfaction of the City and _____ Conservation Authority, Ministry of the Environment, Conservation and Parks, Ministry of Transportation, and Ministry of Northern Development, Mining, Natural Resources, and Forestry, as applicable. The

Stormwater Management Report shall confirm compliance with the City's Consolidated Linear Infrastructure Environmental Compliance Approval.

8. Service Connections

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

a) Water Service Connections:

Water services shall not be less than 19mm internal diameter and shall be installed to the standards of the Ministry of the Environment's **Design Guidelines for Drinking-Water Systems** to which the Certificate of Approval was subject. Service boxes shall be marked by 2 x 4 markers of a minimum length of 1.5m buried to 50% of their length beside said service boxes and have that portion remaining above ground painted fluorescent blue.

b) Sanitary Sewer Service Connections:

i. Material:

- Pipe: 100mm PVC SDR 28 pipe green in colour shall be used for sanitary sewer service connections unless otherwise specified on approved design drawings
- Service Connections: All service connections shall be made using an approved manufactured tee.
- Plugs: Metal, compression type or mechanical expansion type providing a leak-proof seal. Caps shall not be used without the prior written approval of the Director.

ii. Installation:

Sanitary sewer services shall be laid with a minimum fall of two (2) percent from property line to main sewer and shall be connected to the main sewer above the spring line by means of a manufactured, prefabricated tee and long sweeping bend. All sewer services shall be installed on a line perpendicular to the main sewer.

Sewer service pipe bedding shall consist of approved Granular "A" material compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD) in accordance with OPSD 802.010. All services shall be terminated with a collar and water-tight plug.

iii. General:

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

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

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

c) **Storm Sewer Service Connections:**

i. **Material:**

- Pipe: 150mm PVC SDR 28 pipe white in colour shall be used for storm sewer service connections unless otherwise specified on approved design drawings
- Service Connections: All service connections shall be made using an approved manufactured tee. For storm sewer mains larger than 450mm diameter an approved saddle may be used with written approval of the Director.
- Plugs: Metal, compression type or mechanical expansion type providing a leak-proof seal. Caps shall not be used without the prior written approval of the Director.
- Sump Pits and Pumps: Where gravity drainage is not practical, all dwellings constructed in the Plan of Subdivision shall be equipped with a sump pit with an automatic pump for foundation drainage as per Ontario Building Code 9.14.5.2. Shop drawings of the automatic sump pump including details of the sump pit complete with check valve and the location of the outlet shall be submitted to the City.

ii. **Installation:**

Storm sewer services shall be laid with a minimum fall of one (1) percent from property line to main sewer and shall be connected to the main sewer above the spring line by means of a manufactured tee and long bend. All sewer services shall be installed on a line perpendicular to the main sewer. Sewer service pipe bedding shall consist of approved Granular "A" material compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD) in accordance with OPSD 802.010.

→All services shall be terminated with a collar and water-tight plug.

The Parties AGREE that until a sump pit system has been installed in the basement of each dwelling in accordance with the approved shop drawings to the satisfaction of the City, the City will withhold the issuing of an Occupancy Permit for such dwelling so as to ensure that the building is protected from the

potential harmful surcharging of the storm sewer system.

iii. General:

The Owner shall supply the Director, prior to the storm service connections being assumed by the City, with a list of the locations of storm sewer service connections at the main sewer and at the street line along with the depths of such connections at the street line. -Such locations shall be listed against Lot numbers to which they apply. -Connections at the main sewer shall be measured from the nearest downstream manhole and locations at the street line from the nearest lot corner. -All such horizontal measurements shall be to the nearest 100mm.

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

9. Street Lighting and Electrical Distribution

The Owner shall be responsible for the supply and installation of all street lighting poles, luminaries, brackets, wiring and controls, etc. -Equipment and installation shall meet the standards of the City, as revised from time to time. Wiring shall be done to the standards required by Hydro One Networks Inc. and all expenses incurred by Hydro One Networks Inc. and the City for inspection of the street lighting works and the connection of the street lighting works into Hydro One Networks Inc. electrical system shall be borne by the Owner.

Prior to energization of the street light and electrical distribution system the Owner shall contact the Electrical Safety Authority (hereinafter referred to as "ESA") at 1-800-305-7383 and schedule the inspection of the street light and electrical distribution system works, arrange for a copy of the ESA's "Connection Authorization" to be forwarded to the Director and arrange for Hydro One Networks Inc. to provide the Director with 48 hours notification of their intent to energize the street light and electrical distribution system.

The Owner shall ensure that no shrubs or trees are planted closer than one (1) metre from the three sides of any hydro transformer and not within two (2) metres of any door opening to said transformer.

10. Pedestrian/Cycling Trail

Specifics related to the **detailed engineering design drawings plan must be inserted by the Owner's Engineer, and referenced in the detailed engineering design drawings**

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11. Parkland

The Owner shall convey Block(s) _____ of Plan 57M-_____ to the City as parkland. -The parkland will be conveyed by the Owner to the City in accordance with any approved specifications outlined in the engineering design
20254 xx.xx-16T-22502 Draft Subdivision Agreement

Commented [RP84]: City Planning, Owner/Engineer to confirm and insert

drawings and the landscape plans for the subdivision (e.g. fenced, grassed, seeded, etc.).

Alternatively, the Owner shall pay to the City cash-in-lieu of the dedication of parkland equal to 5% of the appraised value of the Land. Such value shall be determined by an experienced and qualified land appraiser (CRA or AACI) as of the day before draft plan approval was given by the City or the most recent extension of such draft plan approval by the Director of Development Services or his or her designate. -The appraisal report shall accompany the cash-in-lieu payment. The City is not required to accept the appraisal report and reserves the right to peer-review the appraisal report and negotiate the cash-in-lieu payment. Said amount is _____ (\$****,**) based on the appraisal of the entire draft approved plan dated _____.

12. Buffering and Fencing Requirements

Specifics related to the detailed engineering design drawings must be inserted by the Owner's Engineer and referenced in the detailed engineering design drawings

13. Walkway

Specifics related to the detailed engineering design drawings must be inserted by the Owner's Engineer and referenced in the detailed engineering design drawings, including cross-sections, as applicable.

14. Canada Post Requirements

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

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

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Community Mail Box, mini-park and /or locations.

15. House Numbers

All house numbers and street addresses within the Plan of Subdivision shall be allocated by the Chief Building Official. -A table listing the approved street addresses is provided in Section 22 of **Schedule “C”**. -It shall be the responsibility of the Owner to furnish the subsequent purchaser of each Lot and Block with the correct house number and street address.

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16. Street Signs

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

17. Driveway Entrances

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

- Minimum of 150mm Granular “A” compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD)
- Minimum of 50mm compacted depth of HL 3 or HL 3A Surface Hot Mix Asphalt

Dropped curb for driveway entrances for each Lot shall be as shown on **Schedule “A-1”** hereto and shall be on the side of the Lot remote from the water service. In no case shall a driveway or driveway entrance be sited over a water service or a hydro service.

The location of any house or building on any Lot is set by the driveway entrance location and width noted on **Schedule “A-1”** hereto

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18. Boulevards

All boulevards (i.e. all areas between the property line and gravel shoulder and/or curb, if applicable) which are not utilized for sidewalk or driveways shall be properly graded and covered with a minimum of 150mm of topsoil and nursery sod prior to the placement of top course asphalt.

There shall be no encroachment within the boulevards of any above ground or below ground private infrastructure.

Street tree planting shall be in accordance with the Streetscape Plan and shall be completed as each phase is at final grade with sidewalk and sod in place. -The boulevard must be completed prior to street trees being planted.

19. Approved Detailed Engineering Design Drawings

All Public Services required under this Agreement shall be constructed in strict accordance with Detailed Design Engineering Drawings approved by the Director and executed by the City. -No deviation in line, grade, or location of any service shall be made without the prior written approval of the Director.

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

20. Construction Management Plan

The Engineer of Record shall be responsible for the preparation of the Construction Management Plan outlining all timelines, communications, specifications, sediment and erosion control inspections and maintenance, contractor activities, stormwater management facility inspections and maintenance, and so forth in accordance with the City approved Construction Management Plan Requirements and specific to the detailed engineering design of the subdivision. Further, the Engineer will be responsible for providing monthly updates of the report to the City throughout the entire undertaking of the development until final assumption.

21. Camera Inspection of Sewers

All sewers shall be video inspected in accordance with the requirements of OPSS.MUNI 409 by a qualified pipeline inspection company approved by the Director. -The qualified pipeline inspection company's written report, including the photographs and/or videos shall be reviewed by the Owner's Engineer of Record for developing a proposed corrective action plan for all observed deficiencies with the sewer installation. -The Engineer of Record shall submit a written report which shall identify each deficiency, the location of each deficiency, a photograph of each deficiency and recommended corrective measure for each deficiency to the Director for review and approval prior to commencement of the corrective measures. The Engineer of Record's written report shall be accompanied by the qualified pipeline inspection company's written report, including photographs and videos. All completed corrective measures shall be video inspected and approved by the Director prior to acceptance of the sewers by the City.

22. Addressing

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

Addressing for Residential Lots, Stormwater Management Blocks, Park Blocks

Lot # / Block on Draft Plan 16T-xxxxx	Address

Commented [RP88]: City Planning to insert

the Owner.

26. Qualitative and Quantitative Tests

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

27. Maintenance, Closing and Use of External Roads

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

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

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

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

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

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

SCHEDULE "D"
SUMMARY OF ESTIMATED COSTS

Insert signed and stamped Cost Estimate spreadsheet reflecting the detailed engineering design and landscape cost estimates

Commented [RP89]: Owner's Engineer to insert as per CKL template, final to be signed

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NTD— confirm landscape cost estimates coordinated with civil estimates.

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SUMMARY OF ESTIMATED COSTS (continued)

In accordance with Section 9. - Financial Arrangements, the Owner shall pay the Engineering Fee for the post-draft-plan approval development of the subdivision in the amount of ~~6.04.5~~ 6.04.5% of the estimated construction value of the Public Services created relative to the subdivision as set out above (exclusive of H.S.T.) As per the Sub-Total cost of all works prior to H.S.T., in accordance with By-law 2007-132, Consolidated By-Law 2016-209, as updated, the fee is \$ _____. The initial payment of \$ _____, which was comprised of 75% of the fee based on the estimated construction value of \$ _____ per unit, was submitted on _____. Therefore the remainder fee owed is \$ _____.

Commented [CS90]: For 2025 – 6/0% proposed through ENG2024-031

Commented [RP91]: To be confirmed by final Cost Estimate prepared by Owner's Engineer

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SCHEDULE "E"

LOT GRADING PLAN

**The Lot Grading Plans are included in the plans listed in Schedule "A-1"
and are on file with the City.**

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SCHEDULE "F"

CONDITIONS OF DRAFT PLAN APPROVAL

The Corporation of the City of Kawartha Lakes granted draft plan approval on _____, and such approval was subject to the following conditions:

The specific conditions for the plan shall be inserted.

Commented [RP92]: City Planning Division to insert

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SCHEDULE "G"

SPECIAL WARNINGS AND NOTICES

Commented [CS93]: Template – therefore, the applicable ones are to be confirmed.

1. General

The Owner shall ensure that the following Special Warnings and Notices are included in all Agreements of Purchase and Sale for the Lots and Blocks noted below and further that said Agreements shall require all subsequent Agreements of Purchase and Sale to contain same. -The Owner undertakes to deliver forthwith to all prospective purchasers who have executed Agreements of Purchase and Sale notices in substantially the same form as below and further to use his best efforts to obtain acknowledgements executed by the said prospective purchasers on or before sale or transfer of any Lot to the purchaser. All Agreements of Purchase and Sale shall include information which satisfies Subsection 59(4) of the Development Charges Act (1997). In addition, prospective purchasers of Lots are also hereby warned as follows:

a) Warning – Stormwater Management Facilities

The Purchaser~~s~~/Grantee~~s~~ acknowledges that ~~they~~~~he or she~~ is aware that the land within Block ___ of Plan 57M-_____ shall be used for stormwater management. -In particular, Block 196 contains stormwater management facilities which at times may retain a level of water that may be extremely dangerous to unattended children or to other persons not adequately supervised. -Ice formed within a stormwater management pond is extremely unstable and extremely dangerous. Recreational use and activities (i.e. skating, swimming, fishing, walking, etc.) are prohibited.

Commented [RP94]: Owner/Engineer to insert

b) Warning – Sump Pump and Check Valves

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

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

c) Warning - Occupancy

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

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

d) **Warning - Development Charges**

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

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

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

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

~~Specific requirements as applicable to the detailed design drawings plan are to be inserted.~~

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

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

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

g) **Notice – Rear Lot Catch Basins and Swales**

~~Specific requirements as applicable to the detailed engineering design drawings are to be inserted and referenced in the Specifics to the detailed engineering design drawings plan are to be inserted.~~

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

The Purchaser~~s~~/Grantee~~s~~ acknowledges that rear and side yard drainage swales cannot be altered save and except at the direction of the City. ~~The~~

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Commented [CS97]: Owner/Engineer to insert

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Purchasers/Grantees acknowledge that side or rear yard Lot swales, and/or rear yard catch basins and/or associated storm sewer connections will exist on their Lot, and these connections will accept drainage from swales on adjacent Lots.

The Purchasers/Grantees of Lots _____ and Blocks _____ shown on **Schedule "A-1"** acknowledge that a rear yard catch basin and associated storm sewer connection will exist on ~~their~~his or her Lot.

Commented [RP98]: Owner's Engineer to insert

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h) **Notice – Fencing**

Specific requirements as applicable to the detailed engineering design drawings for the information of the residents are to be inserted and referenced in the detailed engineering design drawings

Commented [CS99]: Owner's Engineer to insert for all proposed fencing types

The Purchasers/Grantees acknowledge that they are aware that on Lots along the rear lot lines of Lots _____, both inclusive, an acoustic fence shall be installed and a black vinyl chain link fence shall be installed _____ inclusive on Schedule "A". The City will own the fence upon assumption of the subdivision. No encroachment or access is permitted on the adjacent lands, beyond the fence delineation.

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

The Purchasers/Grantees ~~are~~is hereby advised that a considerable period of time may elapse before the Public Services as shown on **Schedule "A-1"** and as further itemized in **Schedules "C"** and **"D"** of the Subdivision Agreement are eligible for assumption under Municipal By-law. -The Purchasers/Grantees ~~are~~is further advised that until Assumption of the Subdivision, the Owner is responsible for the maintenance of all Public Services as shown on **Schedule "A-1"** and as further itemized in **Schedules "C"** and **"D"** of the Subdivision Agreement Public Services that would otherwise be the responsibility of the City.

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

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

k) **Warning - Agricultural Land**

The Purchasers/Grantees of any Lot or Block acknowledges that ~~they~~are~~he or she is~~ aware of the existence of farming operations nearby and will not object, complain or seek legal action against such nuisances as

noise and odour resulting from normal farming practices.

l) Warning – Mailbox Locations

The Purchasers/Grantees of any Lot or Block are advised that the mail will be delivered to community mailboxes within the Plan of Subdivision. The location of the community mailboxes and/or mini-park(s) is subject to the approval of Canada Post and the City. -A community mailbox will be located [redacted], in accordance with the Composite Utility Plan.

Commented [RP100]: Owner's Engineer to insert from CUP

m) Warning - Parking on Internal Streets

The Purchasers/Grantees of any Lot or Block are advised that all Lots and Blocks, and all streets in the Subdivision will be subject to the Municipal By-laws. -Inter alia, the Municipal By-laws may limit the time parked on Municipal streets.

Commented [CS101]: Planning Division to confirm any additional wording required to support on street parking

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n) Warning – Tree Preservation Zone

Specific requirements as applicable to the detailed design drawings for the information of the residents are to be inserted and included in the landscape plan

Commented [CS102]: Owner/Engineer to insert

Commented [CS103]: Owner's Professional to insert

o) Warning – Acoustic Barriers

Specific requirements as applicable to the detailed engineering design drawings for the information of the residents are to be inserted and included in the detailed engineering design drawings and Schedule "D" engineering design cost estimate

Commented [CS104]: Owner/Engineer to insert

Commented [CS105]: Owner's Professional to insert

Commented [RP106]: Owner's Engineer to insert

p) Warning – Hydrogeological Report

Specific requirements as applicable to the detailed design for the information of the residents are to be inserted and included in the detailed engineering design drawings

Commented [CS107]: Owner/Engineer to insert

Commented [CS108]: Owner's Professional to insert

Commented [RP109]: Owner's Engineer to insert

q) Warning – Streetlights

Specific requirements as applicable to the detailed design for the information of the residents are to be inserted, if rural development is proposed with no streetlights

r) Warning – Driveway Widths

The Purchasers/Grantees of any Lot or Block are advised that driveway widths are set by the entrance location and dimensions noted on Schedule "A-1" of the subdivision agreement. The Purchasers/Grantees of any Lot or Block are further advised that the driveway widths are a component of the overall engineering design, servicing plan, and stormwater management plan and design. The Purchasers/Grantees will be wholly responsible for reinstating the approved driveway width, if any changes are made and not approved in advance by the City.

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s) **Warning – Boulevard**

The Purchasers/Grantees of any Lot or Block are~~is~~ advised that the area of land lying between the travelled portion of the road and the property limit of the road allowance is municipal property known as the Boulevard, within the City's jurisdiction and control. The Purchasers/Grantees of any Lot or Block are~~is~~ advised they are responsible for the maintenance of grass on any portion of the Boulevard abutting their property. The Boulevard shall be kept clean and clear and cannot be altered without express written permission from the City. Any encroachment in the boulevard may lead to delays in assumption of the municipal services.

t) **Warning - Municipal Ditches**

The Purchasers/Grantees of any lot are~~is~~ advised and acknowledges that storm ponding may occur in the municipal ditches.

u) **Warning – Good Housekeeping Practices**

The Purchasers/Grantees of any Lot or Block are~~is~~ encouraged to positively impact water quality by minimizing any use of, or application of, lawn fertilizers, pesticides, car fluid recycling, car washing detergents, pet wastes, and littering near all storm infrastructure.

v) **Warning – Noise By-Law**

The Purchasers/Grantees of any Lot or Block are~~is~~ advised of By-Law 2019-124, a By-Law to Regulate Noise in the City of Kawartha Lakes, and that construction activities within the subdivision may be subject to regulation and/or restrictions thereunder.

w) **Warning Clause – Infiltration Trenches Or Specific LID (Low Impact Development)**

The Purchasers/Grantees acknowledges that an individual infiltration trench or specific "LID" is to be constructed on residential Lots 2-37, 55-75, 88-94, 127-137, 139-146, 149-170, and blocks 190-194, all inclusive, as part of the overall Stormwater Management Plan for the subdivision. The infiltration trenches will receive stormwater runoff from the roof of the residential building by picking up groundwater runoff as per the accepted engineering drawings provided by _____ . The connection to the infiltration trench is to remain as a permanent connection to ensure the functionality of the subdivision's overall Stormwater Management Plan. The Purchasers/Grantees acknowledges that surface ponding has been utilized as part of this design, including an emergency overflow to swales. The Purchasers/Grantees acknowledges they have received the report.

Commented [CS110]: Owner's Engineer to insert specific LID feature – soakaway pit, infiltration trench, enhanced swale, etc.

Commented [CS111]: Owner's Engineer to be inserted

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Homeowner's Guide, prepared by _____, dated 202X, and the Purchaser/Grantees ~~are~~ is responsible for the operations, monitoring, and maintenance of the infiltration trench or specific "LID".

Commented [CS112]: Specific information provided by the Engineer specific to the detailed design

Commented [CS113]: Owner's Engineer to be inserted

Commented [CS114]: Specific date to be confirmed by the Engineer

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Commented [CS115]: To be confirmed by the Engineer specific to the detailed design

Commented [RP116]: Owner's Engineer to insert specific clauses for LID features

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SCHEDULE "H"
COMPOSITE UTILITY PLAN

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

Commented [RP117]: Owner's Engineer to insert

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SCHEDULE "I"

LETTER OF UNDERTAKING BETWEEN OWNER AND ENGINEER

Commented [RP118]: Owner and Engineer to insert, as per CKL template on website

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Schedule 'D' Subdivision Agreement

1	Site Preparation, Removals and Erosion Control	Unit	Price (\$)	Quantity	Total Cost (\$)
	Insurance, Mobilization & Demobilization	LS			\$0.00
	Temporary Street and Stop Signs, inc. Unassumed Street Signs	LS			\$0.00
	Light Duty Silt Fencing (219.110)	m			\$0.00
	Heavy Duty Silt Fencing (219.130)	m			\$0.00
	Landscaping (other than boulevard trees)	LS			\$0.00
	Straw Bale Check Dams (219.180)	ea			\$0.00
	Earth Excavation	m ³			\$0.00
	Construction of Mud Mat	ea			\$0.00
	Removals	LS			\$0.00
	Topsoil Strip & Remove	LS			\$0.00
	Surface Stabilization (Sod or Seeding)	m ²			\$0.00
	Re-Install Existing Street Signs	LS			\$0.00
	Traffic Control	LS			\$0.00
	Site Dewatering	LS			\$0.00
	Construct Temporary Cut Off Swales	m			\$0.00
	Construct Temporary Check Dams	ea			\$0.00
	Siltation Ponds	LS			\$0.00
	Rock Excavation	m ³			\$0.00
	Rock Blasting	m ³			\$0.00
	External Road Sweeping / Maintenance	LS			\$0.00
	Catchbasin Filtration	ea			\$0.00
	Subtotal: Site Preparation, Removals and Erosion Control				\$0.00
2	Storm				
	250mm ø P.V.C.	m			\$0.00
	300mm ø P.V.C.	m			\$0.00
	375mm ø P.V.C.	m			\$0.00
	450mm ø P.V.C.	m			\$0.00
	525mm ø Conc.	m			\$0.00
	600mm ø Conc.	m			\$0.00
	675mm ø Conc.	m			\$0.00
	750mm ø Conc.	m			\$0.00
	825mm ø Conc.	m			\$0.00
	1050mm ø Conc.	m			\$0.00
	Insulation Over Storm Pipe	m			\$0.00
	450mm CSP Culvert	m			\$0.00
	Oil Grit Separator Contech CDS3025	ea			\$0.00
	Oil Grit Separator Contech CDS4040	ea			\$0.00
	1200mm ø (OPSD:701.010)	ea			\$0.00
	1500mm ø (OPSD:701.011)	ea			\$0.00
	1800mm ø (OPSD:701.012)	ea			\$0.00
	2400mm ø (OPSD:701.013)	ea			\$0.00
	1200mmø Catchbasin Manhole	ea			\$0.00
	600mm ø Catch Basin c/w Frame & Grate (OPSD:705.010/400.020)	ea			\$0.00
	600mm ø Ditch Inlet Catch Basin c/w Frame & Grate (OPSD:705.030/403.010)	ea			\$0.00
	Rodent Grates for Ditch Inlets	ea			\$0.00
	150mm ø Long Storm Service	ea			\$0.00
	150mm ø Short Storm Service	ea			\$0.00
	Orifice Plate	ea			\$0.00
	Infiltration Trenches	m			\$0.00
	Infiltration Testing - Lot Grading Certification	LS			\$0.00
	Clean, Flush and Video Inspection of Storm Sewers - Acceptance	m			\$0.00
	Clean, Flush and Video Inspection of Storm Sewers - Surface Asphalt	m			\$0.00
	Clean, Flush and Video Inspection of Storm Sewers - Assumption	m			\$0.00
	Connection to Existing Pipe (Including Restoration)	ea			\$0.00

Monitoring, Operation and Maintenance of Stormwater Management Facilities for MECP CLI ECA Compliance	LS	\$0.00
Headwall c/w Grate	ea	\$0.00
Stormwater Management Pond	LS	\$0.00
Stormwater Management Planting Plan	LS	\$0.00
Stormwater Management Pond Cleanout: Pre-Assumption	LS	\$0.00
OGS Cleanout: Pre-Assumption	LS	\$0.00
Stormwater Management Pond Bathymetric Survey, Inspection Log Book, Certification - Pre-Assumption	LS	\$0.00

Subtotal: Storm \$0.00

3 Sanitary

200mm ø P.V.C. 404.020	m	\$0.00
1200mm ø (701.010)	ea	\$0.00
Manhole Drop Structure 1003.01	ea	\$0.00
100mm ø Short Sanitary Service	ea	\$0.00
100mm ø Long Sanitary Service	ea	\$0.00
Clean, Flush and Video Inspection of Sewer - Acceptance	m	\$0.00
Video Inspection of Sanitary Laterals - Post Occupancy	ea	\$0.00
Clean, Flush and Video Inspection of Sewer - Surface Asphalt	m	\$0.00
Clean, Flush and Video Inspection of Sewer - Assumption	m	\$0.00
Sanitary Testing - Deflection , Low Pressure Air Testing	LS	\$0.00
Connection to Existing Pipe (Including Restoration)	ea	\$0.00

Subtotal: Sanitary \$0.00

4 Watermain and Appurtenances

150 mm P.V.C. watermain	m	\$0.00
50 mm Copper	m	\$0.00
150 mm Gate Valve	ea	\$0.00
Yard Hydrant	ea	\$0.00
Hydrant Set, Valve and Tee	ea	\$0.00
19 mm Short Water Service	ea	\$0.00
19 mm ø Long Water Service	ea	\$0.00
19mm Curbstop with rod & box	ea	\$0.00
300 mm P.V.C. watermain	m	\$0.00
300 mm Gate Valve	ea	\$0.00
Connection to Existing Pipe (Including Restoration)	ea	\$0.00
Tracer Wire Continuity Test	m	\$0.00
Watermain Commissioning	LS	\$0.00

Subtotal: Watermain and Appurtenances \$0.00

5 Road

Permanent Street and Stop Signs	LS	\$0.00
Unassumed Road Signs	LS	\$0.00
Granular 'B' 300mm Depth	t	\$0.00
Granular 'A' 150mm Depth	t	\$0.00
HL8 Asphalt Binder Course 50mm Depth	t	\$0.00
HL4 Asphalt Surface Course 40mm Depth	t	\$0.00
HL3 Asphalt Driveway	t	\$0.00
Storm 150 mm Dia Subdrain Road (OPSD216.021)	m	\$0.00
Curb and Gutter (muni-1350) (608.010/605.030/600.040)	m	\$0.00
Concrete Barrier Curb with Standard Gutter (OPSD 600.070) 1st Stage	m	\$0.00

Concrete Barrier Curb with Standard Gutter (OPSD 600.070) 2nd Stage	m		\$0.00
2.0m wide Concrete Sidewalk	m ²		\$0.00
1.8m wide Concrete Sidewalk	m ²		\$0.00
1.5m wide Concrete Sidewalk	m ²		\$0.00
Acoustical Fencing	m		\$0.00
Chain Link Fencing	m		\$0.00
Ditching	m		\$0.00
Topsoil, Seed & Mulch	m ²		\$0.00
Concrete Mail Box Pad	ea		\$0.00
Line Painting	LS		\$0.00
Dead End Barrier and Signage	ea		\$0.00
Electrical Light Standards (Including: cable, conduit, and light standards)	ea		\$0.00
Streetscape Plan - Landscaping - Street Trees	LS		\$0.00
Road Maintenance - On and Off Site Street Cleaning, inc. weekly through the summer	LS		\$0.00
Cross Culvert	ea		\$0.00
3m wide Asphalt Multi-Use Trail	m		\$0.00
Raise Manholes & Catchbasins - Surface Asphalt	ea		\$0.00
Subtotal: Road			\$0.00

7 Legal Fees

Miscellaneous Legal Fees (associated with review and registration)	LS	\$0.00	\$0.00
OLS M-Plan Reposting Certification - Assumption	LS		
Subtotal: Legal Fees			\$0.00

8 Earthworks

Siltation Ponds (Inc. Snow Fence)	ea		\$0.00
300 mm CSP Culverts (inc. 300 mm granular cover material)	m		\$0.00
R50 Rip Rap and Filter Cloth	m ²		\$0.00
Trail Works	LS		\$0.00
Earth Cut and Fill	m ³		\$0.00
Subtotal: Earthworks			\$0.00

Subtotal (Items 1.0 - 8.0)			\$0.00
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9 Engineering and Contingency

10% Contingency - Retained Until Registration of Assumption By-Law			\$0.00
7% Engineering			\$0.00

*Subtotal			\$0.00
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H.S.T - 13%			\$0.00
City Rebate - 11.24%			\$0.00

HST to be Paid			\$0.00
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Total Construction Costs			\$0.00
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*DAAP Fee: 6.0% of Subtotal - Pre H.S.T.			\$0.00
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10 Security

Security inclusive of H.S.T.

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

Name

Title

Date



Planning Advisory Committee Report

Report Number:	ENG2024-031
Meeting Date:	November 27, 2024
Title:	Update to the DAAP Fee for Subdivisions
Description:	Engineering Fees
Type of Report:	Regular Meeting
Author and Title:	Christina Sisson, Manager, Development Engineering

Recommendation(s):

That Report ENG2024-031, **Update to Development Application Approvals Process (DAAP) Fee for Subdivisions**, be received;

That the City's Development Application Approvals Process (DAAP) Fee be increased to 6.0% for subdivisions;

That the City's cost estimate schedule template for subdivisions be updated and amended for 2025, as outlined in Appendix 'A', to Report ENG2024-031; and

That the City continue to review the DAAP fee every two years to ensure the fee is fair and in line with the costs of engineering review and project management by the City.

Department Head: _____

Legal/Other: _____

Chief Administrative Officer: _____

Background:

Further to the initial by-law in 2007 (By-Law 2007-132 attached as Appendix 'B') and the update to Development Approval Application Processing (DAAP) fees completed for 2023 (Report ENG2022-021), this report is the prescribed update as a review of the DAAP fees.

Through this report, we recommend that the City implement only one change to the existing fee structure, an increase to the fee for subdivisions. Similar to the 2022 update, the fee increase will support specifically, the:

- number of new subdivision developments
- scale of the subdivisions proposed (previous 20 to 100 units, now 800 to 2000)
- complexity of the new subdivisions (boundary conditions, adjacent development, utilities, etc.)
- current demand for subdivisions (new applications and Ministerial Zoning Orders)
- implementation of subdivision development (5 to 10 years for assumption)

An increase in the DAAP fee proposed for subdivisions to 6% from the current 4.5%. The proposed 6% would represent an increase of the developer contribution to approximately half of the Development Engineering Division budget. Additionally, it is recommended that the subdivision DAAP fee continue to be reviewed every two years to assess the contribution and the budget as related to development demand.

Further to the last update, there are no changes to the payment structure proposed for this update. Currently, the fee is implemented in two installments:

- first at the time of initial submission of the detailed engineering design and based on the draft engineering cost estimate
- last just prior to the execution of the subdivision agreement and based on the final, approved engineering cost estimate

The current fee is based on a percentage of the engineering design cost estimate for the proposed municipal infrastructure or Public Services. Establishing the fee based on a percentage of the engineering cost estimate provides for a fee that slides with the complexity (engineering design of infrastructure) and/or scale of the proposed work for the amount of infrastructure, the complexity or type of infrastructure, and the number of types of infrastructure proposed.

Further to the update in 2022, the City continues to provide the infrastructure approval directly through the Ministry of the Environment, Conservation and Parks and the Consolidated Linear Infrastructure Environmental Compliance Approval (CLI ECA). The

DAAP fees will continue to cover the cost of this review through one single fee structure.

Rationale:

As part of the development process for the City, Development Engineering staff provide for the implementation of the subdivision development (post draft plan approval). Therefore, we recommend the proposed changes to the DAAP fees for subdivisions to cover the ever growing support required to provide engineering review and input for the development community and the municipality. The reviews include the following required activities:

- detailed engineering design review (times multiple submissions)
- pre-servicing review, including earthworks only proposals
- pre-servicing agreement preparation, for both earthworks only and for underground servicing
- security review, at all stages
- inspection (multiple points in the process)
- commissioning
- camera work (CCTV) review
- deficiency review
- subdivision agreement drafting
- security reduction review
- lot grading review
- review of construction management plans (introduced, regular updates, consistency, and communication)
- review of sediment and erosion controls
- Ministry approvals - Form 1, CLI ECA, water, sanitary, and stormwater
- subdivision agreement finalizing
- record keeping (MECP and City)
- acceptance
- certification review
- maintenance review
- further security reduction review
- compliance review
- asset updates
- routine and annual updates
- ultimate assumption of the municipal infrastructure and assets

There continues to be no change proposed to the DAAP fees for site plans and condominiums to encourage the private sector and different forms of development and to reflect the level of effort and resources provided for private development. Private

development relies on existing municipal infrastructure and typically does not include the creation of municipal infrastructure for eventual assumption.

The DAAP fees are collected only at the implementation stage of the subdivision development. Implementation of subdivision development requires support, input, and inspection to ensure the municipal infrastructure is constructed and installed to meet municipal and provincial standards. This infrastructure must be able to be assumed and so must meet the requirements. In addition, time is of the essence, and project management of the implementation is required to maintain timelines and milestones. Therefore, project management is required. The DAAP fees assist with this project management.

Other Alternatives Considered:

Council could choose to continue with the status quo and the current DAAP fee structure. This would not represent the current and continuous support for the growth and development being experienced by the City and forecasted for the City. DAAP fees only partially compensate for the City's support for growth and development.

Alignment to Strategic Priorities:

All development is intended to support the community and to align with the City's Strategic Priorities for 2024 to 2027 which is facilitated through the City project management supported by the DAAP fees:

1. A Healthy Environment – facilitated with sediment and erosion controls, water quality controls, green infrastructure incorporating Low Impact Development, and legislated servicing
2. An Exceptional Quality of Life – facilitated through assumed infrastructure in a timely manner, including accessibility and trail connectivity and community services
3. A Vibrant and Growing Economy – facilitated through construction and new housing opportunities in a timely manner for the economic sector
4. Good Government – facilitated through fairness and equity in fees for service to provide consistent support from the City

Financial/Operation Impacts:

Growth and development require clarity and transparency to confirm the demand for services. Updated and appropriate fee for service is recommended to provide for the

project management required to facilitate the implementation of subdivision development for assumption of the municipal services.

Servicing Comments:

The review of the development process provides for accurate, current information of the servicing demands, and project management supported by the DAAP fees provides for the correct and appropriate infrastructure for assumption.

Consultations:

Director of Corporate Services

CAO

Attachments:

Appendix 'A' – Draft Schedule "D" Cost Estimate Template



DRAFT-20241030-Sub
division-Schedule-D-C

Appendix 'B' – City of Kawartha Lakes By-Law 2007-132



2007-132 DAAP
Engineering Fees.doc

Appendix 'C' – City of Kawartha Lakes By-Law 2018-234



2018-234
Consolidated Repeal .

Department Head email: jrojas@kawarthalakes.ca

Department Head: **Juan Rojas**

Department File:

Schedule 'D' Subdivision Agreement

1	Site Preparation, Removals and Erosion Control	Unit	Price (\$)	Quantity	Total Cost (\$)
	Insurance, Mobilization & Demobilization	LS			\$0.00
	Temporary Street and Stop Signs, inc. Unassumed Street Signs	LS			\$0.00
	Light Duty Silt Fencing (219.110)	m			\$0.00
	Heavy Duty Silt Fencing (219.130)	m			\$0.00
	Landscaping (other than boulevard trees)	LS			\$0.00
	Straw Bale Check Dams (219.180)	ea			\$0.00
	Earth Excavation	m ³			\$0.00
	Construction of Mud Mat	ea			\$0.00
	Removals	LS			\$0.00
	Topsoil Strip & Remove	LS			\$0.00
	Surface Stabilization (Sod or Seeding)	m ²			\$0.00
	Re-Install Existing Street Signs	LS			\$0.00
	Traffic Control	LS			\$0.00
	Site Dewatering	LS			\$0.00
	Construct Temporary Cut Off Swales	m			\$0.00
	Construct Temporary Check Dams	ea			\$0.00
	Siltation Ponds	LS			\$0.00
	Rock Excavation	m ³			\$0.00
	Rock Blasting	m ³			\$0.00
	External Road Sweeping / Maintenance	LS			\$0.00
	Catchbasin Filtration	ea			\$0.00
	Subtotal: Site Preparation, Removals and Erosion Control				\$0.00
2	Storm				
	250mm ø P.V.C.	m			\$0.00
	300mm ø P.V.C.	m			\$0.00
	375mm ø P.V.C.	m			\$0.00
	450mm ø P.V.C.	m			\$0.00
	525mm ø Conc.	m			\$0.00
	600mm ø Conc.	m			\$0.00
	675mm ø Conc.	m			\$0.00
	750mm ø Conc.	m			\$0.00
	825mm ø Conc.	m			\$0.00
	1050mm ø Conc.	m			\$0.00
	Insulation Over Storm Pipe	m			\$0.00
	450mm CSP Culvert	m			\$0.00
	Oil Grit Separator Contech CDS3025	ea			\$0.00
	Oil Grit Separator Contech CDS4040	ea			\$0.00
	1200mm ø (OPSD:701.010)	ea			\$0.00
	1500mm ø (OPSD:701.011)	ea			\$0.00
	1800mm ø (OPSD:701.012)	ea			\$0.00
	2400mm ø (OPSD:701.013)	ea			\$0.00
	1200mmø Catchbasin Manhole	ea			\$0.00
	600mm ø Catch Basin c/w Frame & Grate (OPSD:705.010/400.020)	ea			\$0.00
	600mm ø Ditch Inlet Catch Basin c/w Frame & Grate (OPSD:705.030/403.010)	ea			\$0.00
	Rodent Grates for Ditch Inlets	ea			\$0.00
	150mm ø Long Storm Service	ea			\$0.00
	150mm ø Short Storm Service	ea			\$0.00
	Orifice Plate	ea			\$0.00
	Infiltration Trenches	m			\$0.00
	Infiltration Testing - Lot Grading Certification	LS			\$0.00
	Clean, Flush and Video Inspection of Storm Sewers - Acceptance	m			\$0.00
	Clean, Flush and Video Inspection of Storm Sewers - Surface Asphalt	m			\$0.00
	Clean, Flush and Video Inspection of Storm Sewers - Assumption	m			\$0.00
	Connection to Existing Pipe (Including Restoration)	ea			\$0.00

Monitoring, Operation and Maintenance of Stormwater Management Facilities for MECP CLI ECA Compliance	LS	\$0.00
Headwall c/w Grate	ea	\$0.00
Stormwater Management Pond	LS	\$0.00
Stormwater Management Planting Plan	LS	\$0.00
Stormwater Management Pond Cleanout: Pre-Assumption	LS	\$0.00
OGS Cleanout: Pre-Assumption	LS	\$0.00
Stormwater Management Pond Bathymetric Survey, Inspection Log Book, Certification - Pre-Assumption	LS	\$0.00

Subtotal: Storm **\$0.00**

3 Sanitary

200mm ø P.V.C. 404.020	m	\$0.00
1200mm ø (701.010)	ea	\$0.00
Manhole Drop Structure 1003.01	ea	\$0.00
100mm ø Short Sanitary Service	ea	\$0.00
100mm ø Long Sanitary Service	ea	\$0.00
Clean, Flush and Video Inspection of Sewer - Acceptance	m	\$0.00
Video Inspection of Sanitary Laterals - Post Occupancy	ea	\$0.00
Clean, Flush and Video Inspection of Sewer - Surface Asphalt	m	\$0.00
Clean, Flush and Video Inspection of Sewer - Assumption	m	\$0.00
Sanitary Testing - Deflection , Low Pressure Air Testing	LS	\$0.00
Connection to Existing Pipe (Including Restoration)	ea	\$0.00

Subtotal: Sanitary **\$0.00**

4 Watermain and Appurtenances

150 mm P.V.C. watermain	m	\$0.00
50 mm Copper	m	\$0.00
150 mm Gate Valve	ea	\$0.00
Yard Hydrant	ea	\$0.00
Hydrant Set, Valve and Tee	ea	\$0.00
19 mm Short Water Service	ea	\$0.00
19 mm ø Long Water Service	ea	\$0.00
19mm Curbstop with rod & box	ea	\$0.00
300 mm P.V.C. watermain	m	\$0.00
300 mm Gate Valve	ea	\$0.00
Connection to Existing Pipe (Including Restoration)	ea	\$0.00
Tracer Wire Continuity Test	m	\$0.00
Watermain Commissioning	LS	\$0.00

Subtotal: Watermain and Appurtenances **\$0.00**

5 Road

Permanent Street and Stop Signs	LS	\$0.00
Unassumed Road Signs	LS	\$0.00
Granular 'B' 300mm Depth	t	\$0.00
Granular 'A' 150mm Depth	t	\$0.00
HL8 Asphalt Binder Course 50mm Depth	t	\$0.00
HL4 Asphalt Surface Course 40mm Depth	t	\$0.00
HL3 Asphalt Driveway	t	\$0.00
Storm 150 mm Dia Subdrain Road (OPSD216.021)	m	\$0.00
Curb and Gutter (muni-1350) (608.010/605.030/600.040)	m	\$0.00
Concrete Barrier Curb with Standard Gutter (OPSD 600.070) 1st Stage	m	\$0.00

Concrete Barrier Curb with Standard Gutter (OPSD 600.070) 2nd Stage	m		\$0.00
2.0m wide Concrete Sidewalk	m ²		\$0.00
1.8m wide Concrete Sidewalk	m ²		\$0.00
1.5m wide Concrete Sidewalk	m ²		\$0.00
Acoustical Fencing	m		\$0.00
Chain Link Fencing	m		\$0.00
Ditching	m		\$0.00
Topsoil, Seed & Mulch	m ²		\$0.00
Concrete Mail Box Pad	ea		\$0.00
Line Painting	LS		\$0.00
Dead End Barrier and Signage	ea		\$0.00
Electrical Light Standards (Including: cable, conduit, and light standards)	ea		\$0.00
Streetscape Plan - Landscaping - Street Trees	LS		\$0.00
Road Maintenance - On and Off Site Street Cleaning, inc. weekly through the summer	LS		\$0.00
Cross Culvert	ea		\$0.00
3m wide Asphalt Multi-Use Trail	m		\$0.00
Raise Manholes & Catchbasins - Surface Asphalt	ea		\$0.00
Subtotal: Road			\$0.00

7 Legal Fees

Miscellaneous Legal Fees (associated with review and registration)	LS	\$0.00	\$0.00
OLS M-Plan Reposting Certification - Assumption	LS		
Subtotal: Legal Fees			\$0.00

8 Earthworks

Siltation Ponds (Inc. Snow Fence)	ea		\$0.00
300 mm CSP Culverts (inc. 300 mm granular cover material)	m		\$0.00
R50 Rip Rap and Filter Cloth	m ²		\$0.00
Trail Works	LS		\$0.00
Earth Cut and Fill	m ³		\$0.00
Subtotal: Earthworks			\$0.00

Subtotal (Items 1.0 - 8.0)			\$0.00
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9 Engineering and Contingency

10% Contingency - Retained Until Registration of Assumption By-Law			\$0.00
7% Engineering			\$0.00

*Subtotal			\$0.00
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H.S.T - 13%			\$0.00
City Rebate - 11.24%			\$0.00

HST to be Paid			\$0.00
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Total Construction Costs			\$0.00
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*DAAP Fee: 6.0% of Subtotal - Pre H.S.T.			\$0.00
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10 Security

Security inclusive of H.S.T.

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

Name

Title

Date

The Corporation of the City of Kawartha Lakes

Office Consolidation of By-Law 2007-132

Consolidated on December 22, 2016

Passed by Council on May 8, 2007

Amendments:

- 1) By-law 2016-209 November 22, 2016 Sections 2.01-2.03

Note: This consolidation is prepared for convenience only. For accurate reference the original by-laws should be reviewed.

The Corporation of the City of Kawartha Lakes

By-Law 2007 - 132

**A By-Law to Prescribe Development Application Approvals Process (Daap)
User Fees for Engineering Activities in the City of Kawartha Lakes**

Recitals

1. Part XII of the Municipal Act, 2001, as amended provides municipalities with broad powers to impose fees and charges. Specifically Section 391(1) includes imposing fees or charges for services or activities provided or done by or on behalf of it.
2. Council approved the charging of development application approvals process (DAAP) user fees for engineering activities by Resolution Number CR2007-408.
3. Section 398 of the Municipal Act, 2001, provides municipalities with the authority to add uncollected balance to the tax roll.
4. Council deems it advisable to establish the fees by by-law.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2007-132.

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.

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

"Infrastructure" means all works in relation to a proposed development that would include but are not necessarily limited to roads, storm water drainage systems, sanitary sewage systems and appurtenances, water systems and appurtenances, sidewalks, street lighting etc. and includes any ancillary works necessary in the creation of the aforementioned works.

“Site works” means all works in relation to proposed development exterior to any buildings and includes but not necessarily limited to such things as parking areas, storm water drainage systems, connections to the sanitary sewage system and water distribution system, curbs, sidewalks, lighting systems, etc. and includes any ancillary works necessary for the creation of the aforementioned works.

“**Consolidated Fees By-law**” means City of Kawartha Lakes By-law 2016-206 or if it has been repealed any subsequent City of Kawartha Lakes By-law known as the Consolidated Fees By-law.”

2016-209, effective Nov 22, 2016

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, that 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: Engineering Fees

2.01 **Basic Fees Related to Subdivision Approval:** The basic engineering fee for a post draft plan approval subdivision processing fee shall be in accordance with Schedule E-2 to the Consolidated Fees By-law. The above mentioned fee includes all services in relation to approval of the grading on individual lots created by the proposal.

2016-209, effective Nov 22 2016

2.02 **Basic Fees Related to Site Plan Approval:** The basic engineering fee for post site plan approvals shall be in accordance with Schedule E-2 to the Consolidated Fees By-law.

2016-206, effective Nov 22 2016

2.03 **Basic Fees Related to Condominium Approval:** The engineering fee for review of a condominium application shall be in accordance with Schedule E-2 to the Consolidated Fees By-law.

2016-206, effective Nov 22 2016

2.04 **Additional Charges May Apply:** The basic fee applies to a proposal of average complexity adhering to the normal review process. Abnormally complex proposals or those for which additional submissions or inspections are required in order to secure the city’s approval will be charged based on the actual costs of all labour, equipment, and materials necessary to do the work.

2.05 **Payment of Fees:** Payments will be made in two installments. The first installment shall be 75% of the applicable fee and shall be applied against the review and approval of the engineering drawings and preparation of the development agreement. The fee shall be submitted at the time of the first submission of the engineering drawings. The second installment shall be the balance of the fee and shall be submitted prior to the execution of the agreement. Additional fees in excess of the basic fee shall be levied on time and material pastes the will be payable in full at the time of execution of the agreement or the issuance of the certificate of completion as applicable.

2.06 **Recovery of Outstanding Amounts:** Any unpaid fees may be recovered from securities held by the municipality in relation to the development at the discretion of the Director of Public Works and Engineering.

2.07 **Outstanding Amounts Added to Tax Roll:** Any unpaid fees may be added to the tax roll and collected in the same manner as municipal taxes.

Section 3.00: Administration and Effective Date

3.01 **Administration of the By-law:** The Director of Public Works is responsible for the administration of this by-law.

3.02 **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 8th day of May, 2007.

Mayor

Clerk

The Corporation of the City of Kawartha Lakes

Office Consolidation of By-law 2018-234

Consolidated on April 30, 2019

Passed by Council on December 11, 2018

Amendments:

- | | | |
|--------------------|-------------------|------------------|
| 1) By-law 2019-032 | February 19, 2019 | Schedules A to H |
| 2) By-law 2019-046 | March 26, 2019 | Schedules A to H |
| 3) By-law 2019-061 | April 23, 2019 | Schedules A to H |

Note: This consolidation is prepared for convenience only. For accurate reference the original by-laws should be reviewed.

The Corporation of the City of Kawartha Lakes

By-Law 2018-234

A By-Law to Repeal and Replace By-law 2016-206, as amended, being a By-law to Establish and Require Payment of Fees for Information, Services, Activities and Use of City Property in The City of Kawartha Lakes (known as the Consolidated Fees By-law)

Recitals

1. By-laws may be passed to establish and require the payment of fees for information, services, activities and use of City property.
2. Section 391 of the Municipal Act 2001, S.O. 2001, as amended, provides for a municipality to pass by-laws imposing fees or charges on persons for services and activities provided or done by or on behalf of it, for cost payable by it for services or activities provided or done by or on behalf of any other municipality or local board, and for the use of its property including property under its control.
3. Section 69(1) of the Planning Act R.S.O 1990, c.P.13, as amended, provides that a municipality may establish a tariff of fees for the processing of applications.
4. Section 7 of the Building Code Act, 1992, S.O. 1992, as amended, authorizes a municipal council to pass by-laws concerning the issuance of permits and related matters requiring the payment of fees on applications for and on the issuance of permits.
5. Section 398(2) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes a municipality to add fees and charges to the tax roll for the property and collect them in the same manner as municipal taxes.

6. This by-law consolidates all fees charged by the municipality into one by-law.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2018-234.

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 and includes its entire geographic area.

“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*;

“City Departments” means the departments, strategic portfolios, divisions and offices within the Corporation of the City of Kawartha Lakes that provide goods, services and activities to the public on behalf of the municipality;

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

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

- 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, that 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: Establishment of Fees

- 2.01 **Fees:** All fees established and charged by the City are consolidated into one by-law to be known as the “Consolidated Fees By-law”.

- 2.02 **Establishment of Fees:** No request by any person for the services where fees are charged relating to any administrative process, land, building or structure in the City shall be acknowledged by any City Departments unless and until the person requesting the information has paid or arranged to pay a fee where applicable in the amount prescribed in Schedules A to H attached to and forming part of this by-law.
- 2.03 **Harmonized Sales Tax:** The fees listed in Schedules A to H to this by-law are subject to the Harmonized Sales Tax (H.S.T.) where applicable. Should the legislation change or subsequent interpretations be released that may change the applicability of these taxes, then staff will immediately undertake to apply the proper tax to the fee.
- 2.04 **Application of Fees:** The City shall apply fees for all materials, services, information and documents as prescribed in Schedules A to H to this by-law.
- 2.05 **Additional Costs:** The fees listed in Schedules A to H to this by-law are in addition to any costs incurred by the City, which costs may be payable in addition to the fees set out in the by-law.
- 2.06 **Annual Adjustment:** The fees established in Schedules A to H to this by-law may be adjusted annually, on January 1, by the Consumer Price Index of April of the current year. The City Treasurer shall determine the annual adjustment by September 1st of each year. The fee adjustment shall be rounded up within the nearest one dollar (\$1.00).
- 2.07 **Annual Adjustment Exception:** Where there are instances where the fee is not adjusted annually by the Consumer Price Index, composite index in one year, the cumulative adjustment for the past years may be made in future years, as approved by Council.
- 2.08 **Council Approved Adjustment:** Despite Section 2.06 and 2.07, fees may be adjusted by Council, to recover at a minimum, respective service, administration and capital costs, as well as costs for any other purpose in any amount permitted under applicable law.
- 2.09 **Penalty:** Any portion of a fee that remains unpaid beyond the date fixed for payment shall bear interest at the rate of 1.25% (15% per annum) after thirty (30) days and each month thereafter until such fee is paid in full.

Section 3.00: Enforcement and Penalties

- 3.01 **Enforcement:** This by-law may be enforced by every municipal law enforcement officer and police officer.
- 3.02 **Offence and Penalty:** It is an offence for a person to contravene any provision of this by-law, and every person who contravenes this by-law is guilty of an offence and, on conviction, is liable to a fine in accordance with

the provisions of the *Provincial Offences Act* and to any other applicable penalty.

Section 4.00: Administration and Effective Date

- 4.01 **Administration of the By-law:** The Director of the City Departments are responsible for administration of the respective department fees as approved in Schedules A to H to this by-law.
- 4.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.
- 4.03 **Conflict:** Should any of the provisions contained herein conflict with any other by-law, the provisions of this by-law shall be taken as correct.

Section 5.00: Repeals

- 5.01 **Repeal:** By-law 2016-206 and amending by-laws 2017-041, 2017-081, 2017-153, 2017-203, 2017-208, 2017-215, 2018-023, 2018-043, 2018-134, 2018-191 are repealed.

Section 6.00: Short Title

- 6.01 **Short Title:** This by-law shall be known as the “Consolidated Fees By-law”.

By-law read a first, second and third time, and finally passed, this 11 day of December , 2018.

—
Andy Letham, Mayor

—
Ann Rooth, Deputy Clerk

Index of Schedules

- Schedule A – Administration
- Schedule B – Business Licensing
- Schedule C – Fire and Emergency Services
- Schedule D – Parks, Recreation and Culture
- Schedule E – Planning, Development and Engineering
- Schedule F – Waste Management
- Schedule G – Public Works
- Schedule H – Transit





Planning Advisory Committee Report

Report Number: ENG2024-032
Meeting Date: November 27, 2024
Title: Assumption of Arizona Heights Subdivision, Phase 1, Bobcaygeon
Description: Sedona Court
Type of Report: Regular Meeting
Author and Title: Christina Sisson, Manager, Development Engineering

Recommendation(s):

That Report ENG2024-032, **Assumption of Arizona Heights Subdivision, Phase 1, Bobcaygeon**, be received;

That the Assumption of Arizona Heights Subdivision, Phase 1, Geographic Village of Bobcaygeon, City of Kawartha Lakes, be approved;

That an Assumption By-Law, substantially in the form attached as Appendix 'A' to Report ENG2024-032 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 Lakes Terminals & Warehousing Ltd. for the Arizona Heights Subdivision, Phase 1, in the geographic Village of Bobcaygeon, Registered in 2018 as plan 57M-805, attached as Appendix 'A' for reference.

Further to request from the developer's team, the Engineering and Corporate Assets Department is recommending formal assumption of Sedona Court within the subdivision.

Subsequent to the servicing and build out of the subdivision, the top course of asphalt was placed November 5, 2020, and the maintenance period of one year was initiated. Deficiencies were identified and have been rectified and inspected.

Further, the City has received and reviewed the required information for assumption, including the as built drawings, engineering certification, statutory declaration, re-posting certificate for property bars, and so forth. The assumption submission is acceptable to the City.

The City, pursuant to the Subdivision Agreement, is now recommended to assume:

- Sedona Court, Registered Plan 57M-805, PIN: 63134-0193
- Stormwater Management Facility, Block 20, Registered Plan 57M-805, PIN: 63134-0189
- Servicing Block, Block 22, Registered Plan 57M-805, PIN: 63134-0191

At this time, the City is not assuming Block 21, Registered Plan 57M-805, PIN: 63134-0190, a second servicing block. This block will be designed and improved to facilitate Phase 2 and will be assumed through that subdivision plan.

A formal by-law is required for assumption as presented in the draft by-law attached as Appendix 'B'.

Rationale:

The subdivision is in a condition to be assumed with all deficiencies rectified and confirmed with inspections.

Other Alternatives Considered:

Council could decide not to proceed with assumption of the subdivision; however, this would not be consistent with our commitment through the Subdivision Agreement.

Alignment to Strategic Priorities:

The City's 2024 to 2027 Strategic Plan outlines the following four strategic priorities to achieve:

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

The assumption of Arizona Heights Subdivision, Phase 1 aligns with the City's efforts to provide good government through meeting the commitments in the subdivision agreement with the assumption of municipal infrastructure and assets. Specifically, the stormwater retention pond, a type of green infrastructure, encourages infiltration to maintain groundwater resources. The subdivision provides housing for residents in our community who in turn generate the need for commercial establishments.

Financial / Operation Impacts:

Upon assumption of the Arizona Heights Subdivision, Phase 1, the City will be responsible for the general maintenance and operation of the infrastructure, and associated funds will need to be allocated in future budgets.

Servicing Comments:

The subdivision was serviced in accordance with the approved design. For the Arizona Heights Subdivision, Phase 1, the following assets are eligible for assumption, and the full asset quantity list is attached as Appendix 'C':

The services in the subdivision include:

Sedona Court:

Storm Sewer:

- 61.5 metres of 250 mm diameter PVC
- 46 metres of 525 mm diameter Concrete
- 169 metres of 600 mm diameter Concrete

Stormwater Management:

- One landscaped retention facility
- Oil and grit separator (STC 2000 Stormceptor)

Sanitary Sewer:

- 225 metres of 200 mm diameter PVC

Watermain:

- 235 metres of 150 mm diameter PVC

Roadworks:

- 180 square metres of asphalt road
- 220 metres of 1.6 metre wide concrete sidewalk
- 3 streetlights

Consultations:

Finance Division
Public Works Roads Division

Attachments:

Appendix 'A' - Registered Plan 57M-805 – Arizona Heights Subdivision, Phase 1



Plan 57M805.pdf

Appendix 'B' – Draft Assumption By-Law



Draft Bylaw.docx

Appendix 'C' – Asset Quantity List



1732 Capital Asset
Table (CKL).pdf

Department Head email: jrojas@kawarthalakes.ca

Department Head: **Juan Rojas**

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF VICTORIA (No. 57) AT 15:31 O'CLOCK ON THE 24TH DAY OF AUGUST, 2018 AND ENTERED IN THE PARCEL REGISTER FOR PROPERTY IDENTIFIER 63134-0001(LT) AND THE REQUIRED CONSENTS ARE REGISTERED AS PLAN DOCUMENT No. KL143135

"A. FEATHERSTONE"
REPRESENTATIVE FOR LAND REGISTRAR

THIS PLAN COMPRISES PART OF PIN 63134-0001(LT)

PLAN OF SUBDIVISION OF PART OF BLOCKS W AND X REGISTERED PLAN No. 70 CITY OF KAWARTHA LAKES

SCALE 1 : 500

COE, FISHER, CAMERON

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

OWNER'S CERTIFICATE - PLAN OF SUBDIVISION

THIS IS TO CERTIFY THAT:
1. LOTS 1 TO 19 BOTH INCLUSIVE, BLOCKS 20 TO 22 BOTH INCLUSIVE, THE STREET NAMED SEDONA COURT AND THE RESERVE NAMED BLOCK 23, HAVE BEEN LAID OUT IN ACCORDANCE WITH OUR INSTRUCTIONS.

2. THE STREETS AND STREET WIDTHS ARE HEREBY DEDICATED TO THE CORPORATION OF THE CITY OF KAWARTHA LAKES AS PUBLIC HIGHWAY.

3. ROSEN GOLDBERG INC. RECEIVER OF THE ASSETS, UNDERTAKINGS AND PROPERTIES OF LAKES TERMINALS & WAREHOUSING LTD. AND NOT IN ITS PERSONAL CAPACITY, PURSUANT TO ORDERS OF THE ONTARIO SUPERIOR COURT OF JUSTICE REGISTERED AS INSTRUMENT KL142048, REGISTERED JULY 26, 2018.

LAKES TERMINALS AND WAREHOUSING LTD.

DATED THIS 24TH DAY OF AUGUST, 2018

ROSEN GOLDBERG INC. SOLELY IN ITS CAPACITY AS A RECEIVER OF THE ASSETS, UNDERTAKINGS AND PROPERTIES OF LAKES TERMINALS & WAREHOUSING LTD. AND NOT IN ITS PERSONAL CAPACITY.

PER:

Brahm Rosen
BRAHM ROSEN - AUTHORIZED SIGNING OFFICER

I HAVE THE AUTHORITY TO BIND THE CORPORATION

NOTES

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0).

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.000032.

FOR BEARING COMPARISONS, A ROTATION OF 1'44"30" COUNTER-CLOCKWISE WAS APPLIED TO BEARINGS ON PLAN 57R-6468.

INTEGRATION DATA

OBSERVED REFERENCE POINTS (ORPs): UTM ZONE 17, NAD83 (CSRS) (2010.0). COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF O.REG 216/10.

POINT ID	EASTING	NORTHING
ORP (A)	694 893.03	4 935 559.84
ORP (B)	695 018.71	4 935 607.62

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

LEGEND

- DENOTES SURVEY MONUMENT FOUND
- DENOTES SURVEY MONUMENT SET
- SIB DENOTES STANDARD IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
- IB DENOTES IRON BAR
- P1 DENOTES PLAN 57R-6468
- MEAS DENOTES MEASURED
- JDB DENOTES J.D. BARNES LIMITED
- WIT DENOTES WITNESS

SURVEY MONUMENTS PLANTED ARE IRON BARS UNLESS OTHERWISE NOTED.

SURVEY MONUMENTS FOUND ARE COE, FISHER, CAMERON, O.L.S. UNLESS OTHERWISE NOTED.

DISTANCES SHOWN ON CURVED LIMITS ARE ARC MEASUREMENTS.

ALL SET SSIB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11 (4) OF O.REG. 525/91.

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT:
- 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 JULY 31st, 2017.

AUGUST 17, 2018
DATE

Gerald C. Hickson
GERALD C. HICKSON
ONTARIO LAND SURVEYOR

APPROVED UNDER SECTION 51 OF THE PLANNING ACT, R.S.O. 1990, c.P.13,

THIS 24TH DAY OF AUGUST, 2018

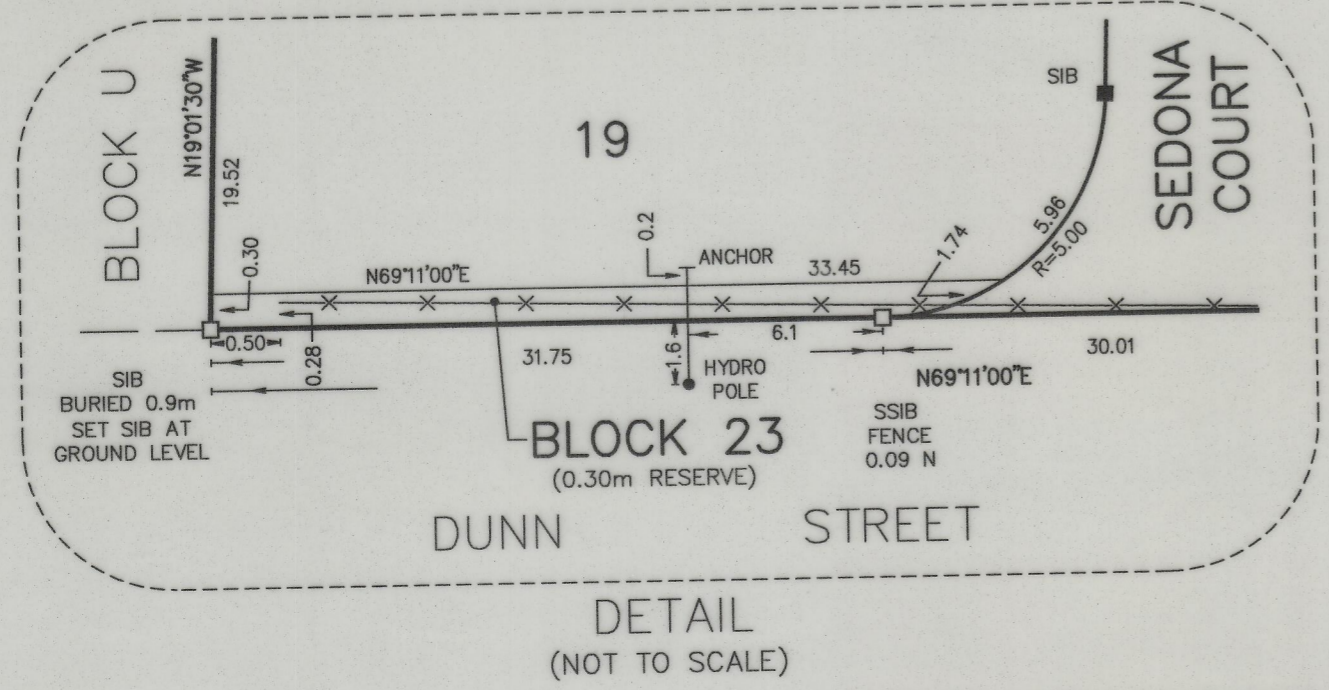
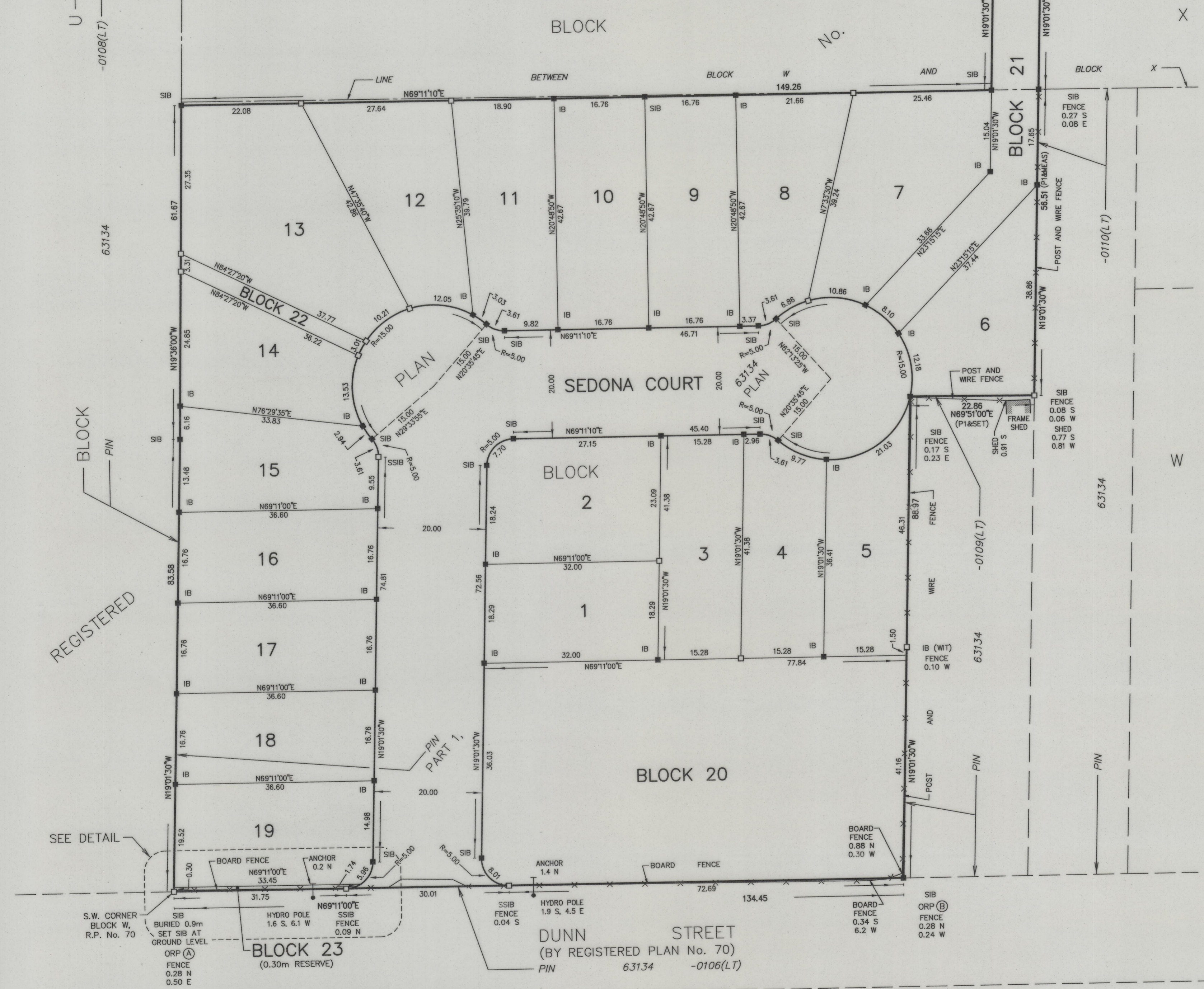
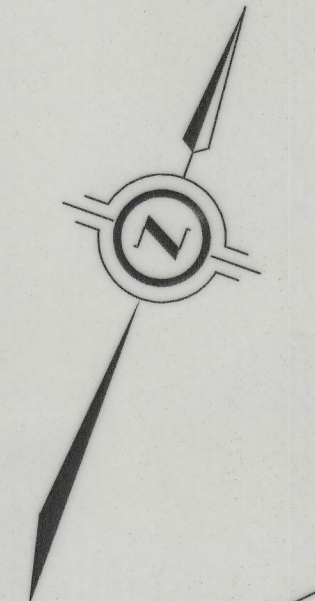
Ch. [Signature]
DIRECTOR OF DEVELOPMENT SERVICES
CITY OF KAWARTHA LAKES

COE FISHER CAMERON
LAND SURVEYORS
GIS

A wholly owned subsidiary of J.D. Barnes Limited
257 KENT STREET WEST, LINDSAY, ON K9V 2Z3
T: (705) 324-4152 F: (705) 324-8406 www.jdbarnes.com

DRAWN BY: DHT CHECKED BY: GGH REFERENCE NO.: 15-17-246-01
FILE: G:\15-17-246\01\Drawing\15-17-246-01.dgn DATED: 08/16/18
PLOTTED: 8/17/2018

LOT/BLOCK	RADIUS	ARC	CHORD	BEARING
LOT 2	5.00	7.70	6.96	N25°04'50"E
LOT 4	15.00	9.77	9.60	N88°04'10"W
LOT 4	5.00	3.61	3.54	N89°53'25"E
LOT 5	15.00	21.03	19.35	N33°06'05"E
LOT 6	15.00	12.18	11.85	N30°19'30"W
LOT 7	15.00	10.86	10.62	N74°43'00"E
LOT 8	5.00	3.61	3.54	N48°28'50"E
LOT 8	15.00	6.86	6.80	N40°52'35"E
LOT 11	15.00	3.03	3.03	N75°11'50"W
LOT 11	5.00	3.61	3.54	N89°53'25"E
LOT 12	15.00	12.05	11.72	N76°00'10"E
LOT 13	15.00	10.21	10.01	N33°30'00"E
LOT 14	15.00	13.53	13.08	N23°20'15"W
LOT 15	5.00	3.61	3.54	N39°43'45"W
LOT 15	15.00	2.94	2.94	N54°48'35"W
LOT 19	5.00	5.96	5.61	N15°06'20"E
BLOCK 20	5.00	8.01	7.18	N64°55'10"W
BLOCK 21	15.00	8.10	8.01	N69°03'55"W
BLOCK 22	15.00	3.01	3.00	N8°15'25"E
BLOCK 23	5.00	1.74	1.73	N59°12'40"E



The Corporation of the City of Kawartha Lakes

By-law 2024-XXX

A By-law to Assume Sedona Court, Registered Plan 57M-805, PIN: 63134-0193, and to Assume the Stormwater Management Facility, Block 20, Registered Plan 57M-805, PIN: 63134-0189, and to Assume the Servicing Block, Block 22, PIN: 63134-0191, Previously Dedicated and Conveyed to the Municipality upon Registration of Plan 57M-805, Geographic Village of Bobcaygeon, 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 Sedona Court, Registered Plan 57M-805, Geographic Village of Bobcaygeon, the Corporation of the City of Kawartha Lakes as public highway in the City of Kawartha Lakes.
3. Council now deems it desirable to assume the Stormwater Management Facility, located on the north side of Dunn Street at Sedona Court and the servicing block conveying rear yard drainage to Sedona Court, Geographic Village of Bobcaygeon, in the City of Kawartha Lakes.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2024-XXX.

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 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 highway, facility, and servicing are assumed by the City:

- a) The road known as Sedona Court, Plan 57M-805, Geographic Village of Bobcaygeon, City of Kawartha Lakes
- b) The stormwater retention pond, Block 20, Plan 57M-805, Geographic Village of Bobcaygeon, City of Kawartha Lakes
- c) The servicing block, Block 22, Plan 57M-805, Geographic Village of Bobcaygeon, 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 December, 2024.

Douglas J.F. Elmslie, Mayor

Cathie Ritchie, City Clerk

As-Constructed Asset Quantity List		
Subdivision:	Arizona Heights - Phase 1	
Engineer of Record	D.A. Keay	
Date:	2021.10.13 (updated 2023.11.02)	
Name of Road/Street/Drive etc.:	Sedona Court	
Asset	Unit	Quantity
<i>Storm Sewer</i>		
250mm dia. P.V.C	m	61.5
525mm dia. Conc.	m	46
600mm dia. Conc.	m	169.0
1200mm dia. (OPSD 701.010)	Ea.	4.0
600mm dia. Catch Basin c/w Frame and Gran. (OPSD 705.010)	Ea.	4.0
DICB (OPSD 706.030)	Ea.	1.0
DCBMH (OPSD 703.021)	Ea.	1.0
DCB (OPSD 702.020)	Ea.	1
STC 2000	Ea.	1
Landscaping (other then boulevard trees)	LS	1
Uniblock Dura Mat Interlocking concrete	LS	1
Clean, Flush and Video Inspection of Storm Sewers	m	299
600mm dia. CSP Culvert	m	30.0
Stormwater Retention Pond Regrading	LS	1
<i>Sanitary Sewer</i>		
200mm dia. P.V.C 404.D20	m	225.0
1200mm dia. (OPSD 701.010)	Ea.	4.0
100mm dia. Long Sanitary Service	Ea.	13.0
100mm dia. Short Sanitary Service	Ea.	6.0
<i>Watermain</i>		
150mm P.V.C watermain	m	235.0
180mm Gate Valve	Ea.	2.0
Hydrant Set Valve and Tee	Ea.	2.0
19mm Long Water Service	Ea.	13.0
19mm Short Water Service	Ea.	8.0
<i>Roadworks</i>		
Granular 'B' 450mm Depth	m2	1600
Granular 'A' 150mm Depth	m2	700
Asphalt Binder Course 40mm Depth	m2	180
Asphalt Surface Course 40mm Depth	m2	180
Storm 150mm Dia Subdrain Road (OPSD 218.021)	m	900
Curb and Granular Barrier 2-Stage (OPSD 800.070, 606.010, 605.030)	m	460
1.6m wide concrete sidewalk	m2	220
Chain Link Fencing 5m Gate, Pond, walkway	m	331
Topsoil and Sod	m3	4000
Line Painting	LS	1
Street Trees	Ea.	19
Driveway Aprons	Ea.	19.0
LED Electrician Light Standards	Ea.	8
Street Signs - Street names, stop, no	Ea.	3



Planning Advisory Committee Report

Report Number: ENG2024-033
Meeting Date: November 27, 2024
Title: 2025 Update to Pre-Servicing of Subdivision Lands Policy No. CP2018-009
Description: Pre-Servicing Policy and Agreement Template Update
Type of Report: Regular Meeting
Author and Title: Christina Sisson, Manager, Development Engineering

Recommendation(s):

That Report ENG2024-033, **2025 Pre-Servicing Agreement Template Update**, be received;

That the proposed updates to the current policy, substantially in the form attached as Appendix 'A', to Report ENG2024-033 be approved by Council and placed in the Policy Manual in the new City format;

That the proposed template of the Pre-Servicing Agreement, substantially in the form attached as Appendix 'B', to Report ENG2024-033 be approved 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:

Further to the amendments to the Pre-Servicing Policy and Template Agreement last year, the City has additional items to be reflected in updates for clarity based on the experience of the last year. Specifically, the following updates are proposed:

- Accessibility and inclusivity (spacing, plural, etc.)
- Better communication and clarity
- Detailed design reference
- Correction to insurance amount (concurrence with subdivision agreement)
- Financial security requirements (concurrence with subdivision agreement)
- Correction to Ministry name (for archaeology)
- Communication preferences (removed facsimile reference)

Rationale:

The Development Engineering Division annually reviews the templates and guidelines available on the City's website to provide current and clear documents to provide timely project management of development.

Other Alternatives Considered:

Council could decide not to proceed with updates to the templates; however, this would not be in line with the project management and process efficiency mandated.

Alignment to Strategic Priorities:

The annual updates to the pre-servicing policy and agreement template reflect the experiences through the previous year and support the City's 2024 to 2027 Strategic Plan, specifically supporting the Guiding Principles:

- To be Fiscally Responsible
- To be Open and Transparent
- To Partner and Collaborate
- To provide Service Excellence

Financial / Operation Impacts:

The City benefits from timely development of subdivisions which is further facilitated with pre-servicing agreements. The infrastructure created facilitates the housing construction and commercial block development.

Servicing Comments:

The Development Engineering Division supports the project management of the development of subdivisions which facilitates the status of servicing (what is designed, what is connected, what are the timelines, and so forth).

Consultations:

Accessibility Process
City Solicitor
Development Community

Attachments:

Appendix 'A' – Draft Policy with Tracked Changes



2025 Update to
CP2018-009 Pre-Servi

Appendix 'B' – 2025 Pre-Servicing Agreement Template



2025
Pre-Servicing-Agreem

Department Head email: jrojas@kawarthalakes.ca

Department Head: **Juan Rojas**

Council Policy No.:	CP2018-009
Council Policy Name:	Pre-Servicing of Subdivision Lands
Date Approved by Council:	May 27, 2003
Date revision approved by Council:	November 8, 2023 November 21, 2023 PAC2023-071/CR2023-581
Related SOP, Management Directive, Council Policy, Forms	

Policy Statement and Rationale:

It is the purpose of this policy to establish the requirements for pre-servicing of vacant lands prior to the execution of a subdivision agreement throughout the City of Kawartha Lakes. This policy is providing a financial incentive for development by permitting pre-servicing prior to the finalizing of the required details in the Subdivision Agreement (i.e. the landscape plan, composite utility plan, full securities, etc.). It is noted that pre-servicing requests routinely include separate requests for earthworks only under pre-servicing followed by a second request later for pre-servicing for all underground infrastructure, servicing, and placement of base asphalt.

Scope:

This policy shall apply to all requests for pre-servicing of vacant lands which have been granted draft plan of subdivision approval.

Definitions:

In reading and interpreting the Pre-Servicing of Subdivision Lands policy, the following definitions apply:

- a) "City" means The Corporation of the City of Kawartha Lakes.
- b) "Owner" means the party who wishes to proceed with pre-servicing as a requirement of draft plan approval.
- c) "Pre-servicing" for the purposes of this policy shall distinctly mean:
 - (i) the activity of completing earthworks, with all of the expectations and requirements for this activity as outlined in this policy; or
 - (ii) the activity of servicing the lands with underground infrastructure and the placement of base asphalt with all of the expectations and requirements for this activity as outlined in this policy
- d) "Engineer" means an individual who is a professional engineer or P.Eng. and must be licensed by Professional Engineers Ontario (PEO).
- e) "Municipal Drain" means a system to move water that is created pursuant to a bylaw passed by the local municipality. The drainage system removes excess

water from agricultural land, ditches, residential lots and commercial and industrial properties.

e)f) “Director” means the Director of Engineering and Corporate Assets.

Policy:

1.0 Request for Pre-Servicing Agreement

- 1.01 Staff of the Engineering and Corporate Assets Department shall review the requests for pre-servicing submitted by Owners.
- 1.02 The Owner shall acknowledge in writing the request for pre-servicing and that they understand that the pre-servicing work will be completed solely at their peril, and the City will assume no responsibility for any work that has commenced or proceeded.
- 1.03 The Owner shall acknowledge in writing with the request for pre-servicing that they understand that the pre-servicing agreement will not permit any connections to any existing sewers or water services. In addition, the Owner shall acknowledge that there will be no installations of any services within the City’s road right-of-ways or municipal property.
- 1.04 The only exception to this acknowledgement is where the Owner and the City confirm that the municipal property is within the Draft Plan of Subdivision approval and/or where the proposed Draft Plan of Subdivision approval is predicated on servicing works on external municipal property.
- 1.05 The Owner shall acknowledge in writing to provide a minimum of 100% security for the Works proposed on any municipal property (vacant, unassumed, improved, or assumed) that the City and Owner confirm meets condition 1.04.
- 1.06 The Owner shall covenant and agree to retain a competent engineer experienced in the municipal engineering field. All of the future Public Services shall be installed under the supervision and inspection of the engineering firm, and the Owner shall not retain the services of another engineering firm or change firms without the prior written consent of the Director.

2.0 Requirements

- 2.01 The following items must be submitted formally with all pre-servicing requests:
 - A copy of the approved Draft Plan of Subdivision and Draft Plan Conditions
 - A copy of the confirmation of the drainage area/catchment area for the municipal drain, specific to Section 65 of the Drainage Act, as applicable

- A draft copy of the pre-servicing agreement prepared by the Owner and Engineer, specific to the request for pre-servicing (i.e. earthworks or underground infrastructure, servicing, and placement of base asphalt);
- A copy of the Conservation Authority written confirmation of clearance and/or any required permits;
- A copy of any other required permit, clearance, or access approval for the activity (e.g. Ontario Ministry of Transportation access/entrance permit);
- A written acknowledgment in the form of a Letter of Undertaking from the Engineer addressed to the City stating that the Engineer understands the obligations to the City of the pre-servicing agreement;
- A letter of indemnity and undertaking to the City identifying that the Composite Utility Plan and Landscaping Plans are still outstanding from the engineering submission and that the Owner is proceeding at the Owner's sole risk on that basis;
- A certificate of public liability insurance in the amount not less than the following. Refer to the pre-servicing Agreement for further insurance requirements:
 - \$10,000,000.00 - Commercial General Liability Insurance
 - \$5,000,000.00 - Standard Form Automobile Liability Insurance
 - \$52,000,000.00 - Professional Liability Insurance (for each professional retained)
 - \$5,000,000.00 - Environmental Impairment Liability Insurance
- A Construction Management Plan addressing and including, but not limited to:
 - Project team and contact information
 - Erosion and sediment control plan
 - Detailed grading plan confirming earthworks activity
 - Removals plan, including trees, infrastructure, drains, etc.
 - Protection plan for all natural features, wetlands, areas not to be disturbed, areas proposed for natural compensation, and areas proposed for Low Impact Development as outlined in the Draft Plan of Subdivision
 - Buffer plan delineating protection of existing residences, businesses, City infrastructure, and natural areas adjacent to the Draft Plan of Subdivision,

not limited to noise barriers, dust mitigation, debris mitigation, protective vegetation, runoff controls, traffic controls, fencing, and so forth

- Blasting plan in conformity with OPSS.MUNI 120 – General Specification For The Use of Explosives, noting design, submission, construction, notification, and monitoring
- Engineering Condition Assessment of all streets abutting the Lands to be developed identifying the condition of the streets prior to any pre-servicing
- Construction traffic routing plan and measures for construction access, signage, regular maintenance and cleaning of adjacent streets, traffic and safety plan, and site security – all in compliance with the approved, adjacent road condition written assessment that is required for all municipal streets abutting the Lands
- Detailed construction schedule noting all proposed milestones and timelines, sequence of proposed works, and committing to monthly updates of said schedule acceptable to the City
- Coordination of the preconstruction meeting with the City staff, Engineer, the Contractor and all other agencies, as applicable;
- A Construction Cost Estimate, Schedule ‘D’, all construction related costs, as per the approved City of Kawartha Lakes template; and
- One hard copy and one electronic copy of the complete “issued for pre-servicing for earthworks” or “issued for pre-servicing for underground infrastructure, servicing, and placement of base asphalt” set of detailed engineering design drawings; specific to the pre-servicing request.

2.02 The following items must be submitted with all formal pre-servicing requests, specific to underground infrastructure, servicing, and placement of base asphalt:

- Confirmation of City endorsement of all required Ministry of the Environment, Conservation and Parks (MECP) approval for municipal services (water, sanitary, storm and stormwater management facilities), in compliance with the City’s Consolidated Linear Infrastructure Environmental Compliance Approval (CLIECA);
- Confirmation of City approval of the Form 1 required by the City and MECP for expansion of municipal water services;
- Written acknowledgement from the City’s Planning Division and Development Services Department for intent to pre-service and confirmation that the following have been submitted and are to the satisfaction of the City’s Planning Division:
 - Record of Site Condition

- Draft M-Plan
 - Archeological Study
 - First Nations Consultation
 - Zoning supports Model Homes or Early Construction Homes (if applicable)
- 2.03 The Engineering and Corporate Assets Department must approve the servicing proposal prior to the execution of the pre-servicing agreement.
- 2.04 The Owner will submit security in the amount of 50 percent of the total estimated cost of engineering design along with an executed Pre-Servicing Agreement. The security will be used to secure the site with any required fencing, vegetative cover, or grading, if the Owner does not enter into a subsequent subdivision or development agreement. The security is to be increased to a minimum of 100% for any approved works on any municipal owned property within the limits of the Draft Plan of Subdivision and/or for any approved works on any municipal owned property required in support of the Draft Plan of Subdivision.
- 2.05 Cash, a letter of credit or certified cheque for the securities (details noted [here](#) and in 2.043 above), and letters of credit are to be irrevocable, be issued to “The Corporation of the City of Kawartha Lakes”, be issued from a Canadian banking institution with a branch location in Ontario, allow partial drawings, be specific to the type and scope of the agreement, and be subject to automatic renewal absent advance notification of at least 90 days;
- 2.06 No reductions in security will be granted throughout the term of the pre-servicing agreement.
- 2.07 Model Homes or Early Construction Homes will only be permitted within the pre-servicing agreement, if the appropriate zoning is in place, and will need to be confirmed with the City’s Planning Division.

3.0 Procedures

- 3.01 If an Owner wishes to pre-service a property, ~~they or she~~ will make a written request to the Director of Engineering and Corporate Assets or designate.
- 3.02 A template of the pre-servicing agreement is available on the City’s website.
- 3.03 The Owner shall submit the draft pre-servicing agreement along with all of the required items listed in Section 2.0 to the Director of Engineering and Corporate Services or designate for review by the City.

4.0 Delegated Authority

4.01 For the purpose of permitting pre-servicing, the authority to execute a pre-servicing agreement is hereby delegated to the Director of Engineering and Corporate Assets.

Revision History:

Proposed Date of Review:

Revision	Date	Description of changes	Requested By
0.0	May 27, 2003	Initial Release as 071 EPW 004	Wayne Hancock
0.1	March 27, 2012	Delegation Authority	Juan Rojas
1.0	June 28, 2016	Updated and renumbered to Ensure Current Requirements and Reporting Structure	Juan Rojas
2.0	June 2022	Updated and renumbered to Ensure Current Requirements and Reporting Structure	Christina Sisson
3.0	March 2023	Updated for pre-servicing proposal of earthworks only and for pre-servicing for underground infrastructure and base asphalt and updated requirements	Christina Sisson
<u>4.0</u>	<u>Nov. 2024</u>	<u>Updated for consistency with subdivision agreement and current practice</u>	<u>Christina Sisson</u>

**Document General
Pre-Servicing Agreement
Between**

and

The Corporation of the City of Kawartha Lakes

_____ -

16T- _____

Dated as of _____

DRAFT TEMPLATE

**CITY OF KAWARTHA LAKES
PRE-SERVICING AGREEMENT**

THIS AGREEMENT made in duplicate this ____ day of _____, _____.

BETWEEN:

Hereinafter called the "OWNER"

OF THE FIRST PART

and

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Hereinafter called the "CITY"

OF THE SECOND PART

WHEREAS:

1. The Owner is the owner of land within the City of Kawartha Lakes legally described as, _____, now in the City of Kawartha Lakes.

2. The Owner has made application for a plan of subdivision, known as _____, filed with the City as 16T-_____ in respect of the Land;

3. The Owner wishes to commence installation of certain works on or in the Land (the "Works") within the proposed plan of development prior to execution of the Subdivision Agreement, including: (TO BE CONFIRMED BY CONSULTING ENGINEER, i.e. Earthworks & Grading/Tree Removal/ Underground Servicing/Model Home construction/Other), as more particularly set out in Schedule "A" attached hereto;

4. The Owner acknowledges the requirement to provide update to the municipal drain report, specific to Section 65 of the Drainage Act, as applicable.

5. The City is prepared to permit the Owner to commence installation of the Works, as requested, in accordance with Council Policy 2018-009 Pre-Servicing of Subdivision Lands Policy, as amended and the following terms and conditions;

6. The Owner acknowledges that the City is under no legal obligation to assume or accept the services referred to herein as the Works.

The provisions of the Pre-Servicing Agreement shall prevail until the registration of the plan of subdivision against the lands, after which the subdivision agreement shall supersede this Agreement. In the event that the Draft Plan Approval for the plan of subdivision lapses, the Pre-Servicing Agreement is null and void.

In consideration of the City granting the Owner permission to commence installation of the Works on or in the Land within the plan of development 16T-_____ prior to the execution of the Subdivision Agreement and the mutual covenants contained herein, the parties agree and acknowledge as follows:

1. Permission

The City hereby grants permission for the Owner to commence installation of certain Works on or in the Land, within the plan of subdivision prior to execution of the Subdivision Agreement. Permission is granted for certain Works based on the detailed engineering design drawings approved for pre-servicing by the City and listed within **Schedule "A"** of this agreement.

The City has received the following documentation pertaining to approving agencies, as applicable to the development and pre-servicing request:

Template - 2025

- (a) City endorsement of Ministry of Environment, Conservation and Parks (MECP) Consolidated Linear Infrastructure Environmental Compliance Approvals (CLI ECA) for sanitary and storm sewers, stormwater management facilities
- (b) City endorsement of the Ministry of Environment, Conservation -and ParksClimate Change Form 1 Record of Watermains Authorized as a Future Alteration, for the extension of watermain infrastructure
- (c) Conservation Authority Clearance and Permits
- (d) Ministry of the Environment, Conservation and Parks Record of Site Condition, Confirmation of Filing Number
- (e) Clearance from the Ministry of Tourism, Culture, and Sport Citizenship and Multiculturalism
- (f) First Nations Consultation

A copy of the detailed construction management plan, construction schedule and two complete copies of "Issued for Pre-Servicing" sets of engineering drawings are attached to this agreement. All payments pursuant to By-Law 2007-132, as amended for Engineering Activities have been confirmed.

2. Acknowledgment of Owner

(1) The Owner acknowledges that:

- (a) proceeding with the Works in advance of execution of the Subdivision Agreement is totally at his or her own risk;
- (b) electing to proceed with the Works in advance of execution of the Subdivision Agreement is not based upon any representation from the City as to when any remaining site servicing for the subdivision may be provided;
- (c) in granting this permission, the City makes no representation that the Owner is not required to comply fully with all applicable conditions of approval of the development prior to receipt of final approval and tender for registration of the subdivision; and
- (d) outstanding engineering submission requirements including the signed Composite Utility Plan and Landscaping/Streetscaping Plans as described in the Letter of Indemnity and Undertaking in **Schedule "B"** are forthcoming, however not completed and that the Owner is proceeding at their own risk of future design and construction modifications, at the Owner's sole cost.

(2) The Owner agrees that no work, including the installation of any services will be permitted on any municipal property or public right of way, including any public highways, easements or reserves, prior to the execution of the Subdivision Agreement and receipt by the City of the cash and securities required thereunder.

(3) The only exception to this acknowledgement is where the Owner and the City confirm that the municipal property is within the Draft Plan of Subdivision approval and/or where the proposed Draft Plan of Subdivision approval is predicated on servicing works on external municipal property.

(4) The Owner shall acknowledge in writing to provide a minimum of 100% security for the Works proposed on any municipal property (vacant, unassumed, improved, or assumed) that the City and Owner confirm meets condition (3).

(5) The Owner agrees that the site servicing Works within the Land will not be permitted to be connected to any existing sewers on any public right of way, prior to the execution of the Subdivision Agreement and receipt by the City of the cash and securities required thereunder.

(6) The Owner covenants and agrees to retain a competent engineer experienced in the municipal engineering field. All of the Works that are future Public Services shall be installed under the supervision and inspection of the engineering firm of _____ (the "Engineer"), and the Owner shall not retain the services of another engineering firm or change firms

Commented [RP1]: Owner to insert

without the prior written consent of the Director. The Engineer shall provide appropriate inspection and review of the Works in order that a written final certification regarding all the future Public Services may be provided. The Engineer shall be retained by the Owner until all requirements of this Agreement have been completed to the satisfaction of the Director.

(7) The Owner shall provide an undertaking between the Owner and the Engineer with respect to the work being done under the supervision and inspection of the Engineer, as provided in Schedule "C".

(8) The Owner shall notify the Director at least two (2) business days in advance of the commencement of any construction. The Owner's Engineer shall provide fully qualified, experienced supervisory layout and inspection field staff to provide quality assurance of the construction of the future Public Services. If the Owner's Engineer does not supervise the installation of the Public Services to the Director's satisfaction, the City may stop the construction.

3. Compliance with By-laws, Rules and Regulations

The Owner agrees to comply with all federal, provincial and municipal laws, rules, regulations, and by-laws.

4. Hours of Installation

(1) The Owner agrees that no work will be conducted on Sundays or Statutory Holidays, and that no work requiring inspection and/or certification will be conducted on Saturdays, except in the case of an emergency.

(2) The Owner's Contractor(s) shall, as far as possible, refrain from work on days which are legal holidays in the City. In case the Owner desires to work on any such holiday, he or she shall notify the Director, in writing, at least four (4) working days in advance of any such holiday that he or she desires to work, stating those phases where work will be conducted. If the Contractor fails to give such notice, such failure shall be considered as an indication that no work requiring the presence of a Director or Inspector is to be done by the Contractor on such a holiday.

5. Construction Management

The Owner agrees that prior to any Works commencing, there will be a mandatory pre-construction meeting with all parties involved including the City, Owner or Owner's representative/agent, Owner's Engineer and the contractor performing the work. A detailed Construction Management Plan must be provided to the City, as **Schedule "E"** of this agreement, and include, but not be limited to:

- Project team and contact information
- Erosion and sediment control plan
- Detailed grading plan confirming earthworks activity
- Removals plan, including trees, infrastructure, drains, etc.
- Protection plan for all natural features, wetlands, areas not to be disturbed, areas proposed for natural compensation, and areas proposed for Low Impact Development as outlined in the Draft Plan of Subdivision
- Buffer plan delineating protection of existing residences, businesses, City infrastructure, and natural areas adjacent to the Draft Plan of Subdivision, not limited to noise barriers, dust mitigation, debris mitigation, protective vegetation, runoff controls, traffic controls, fencing, and so forth
- Blasting plan in conformity with OPSS.MUNI 120 – General Specification for The Use of Explosives, noting design, submission, construction, notification, and monitoring
- Engineering Condition Assessment of all streets abutting the Lands to be developed identifying the condition of the streets prior to any pre-servicing
- Construction traffic routing plan and measures for construction access, signage, regular maintenance and cleaning of adjacent

streets, traffic and safety plan, and site security – all in compliance with the approved, adjacent road condition written assessment that is required for Phase for all municipal streets abutting the Lands

- o Detailed construction schedule noting all proposed milestones and timelines, sequence of proposed works, and committing to monthly updates of said schedule acceptable to the City
- o Coordination of the pre-construction meeting with the City staff, Engineer, the Contractor and all other agencies, as applicable
- o Other

Commented [CS2]: Phase numbering to be inserted by City's Planning Division

5.6. Tree Removal and Clearing

The Owner agrees that tree clearing or removal to facilitate servicing the Lands will be identified on a Removals Plan and will be submitted with an appropriate Sediment and Erosion Control Plan for the proposed removals.

The Owner agrees to provide continuous and careful control of dust from the Land. Where the Owner is notified of a dust problem and takes no action to resolve the dust problem to the satisfaction of the City, the Owner agrees to pay the actual costs incurred by the City, plus administration fee, to control dust on the Land. Reasonable mitigation measures may include, but are not limited to, spraying the Land with mulch, seeding or watering of the land to hold down dust or promote vegetation.

The Owner agrees to provide a copy of all applicable Conservation Authority permits.

6.7. Early Construction Homes, Model Homes

Early Construction Home means a single detached dwelling, semi-detached dwelling or townhouse block to promote the sale of residential units and provide for early start construction for areas of high consumer demand within a draft approved plan of subdivision, proposed for registration.

Model Home means a single detached dwelling, semi-detached dwelling or townhouse block used in the interim for the sole purpose of an office and/or show room and/or sales centre to promote the sale of residential units within a draft approved plan of subdivision proposed for registration.

The Owner is permitted to commence construction of unoccupied Early Construction Homes and Model Homes on the Lands, up to 10% of the building lots, to a maximum of 10 Early Construction Homes and/or Model Home Permits, subject to appropriate Zoning confirmed by the City of Kawartha Lakes Planning Division, prior to the Registration of the Subdivision Agreement and M-Plan, to facilitate marketing of the development. Model Home Permits will be issued only to the Owner.

The Owner acknowledges that no occupancy of an Early Construction Home or Model Home is permitted.

The Owner acknowledges and agrees that in requesting building permits to permit the construction of Early Construction Homes and Model Homes and prior to the execution of the subdivision agreement and registration of the plan of subdivision, the Owner agrees to the conditions of the building permit(s) and to indemnify and save harmless the City from and against all loss, cost, charges, damages, expenses, claims, and demands whatsoever, to which the City may be put or which it may suffer or sustain or for which it may be liable by reason of anything done or omitted to be done in the construction of the Early Construction Home(s) or Model Home(s) authorized by the building permit.

The Owner acknowledges that the issuance of Early Construction Home or Model Home permits does not obligate the City to release any conditions of draft approval of the plan of subdivision herein nor does it constitute the City's approval of the detailed engineering design plans and drawings and further that the Owner is proceeding with the construction of model homes entirely at the Owner's own risk,

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and the Owner shall be fully responsible for any modifications to or demolition of any model home which may become necessary as a result of final approval of the draft plan of subdivision or the engineering design of the subdivision or the lack of final approval thereof.

The Owner must identify the location of the proposed unoccupied Early Construction Home or Model Home on the Pre-Servicing engineering drawing submission, listed in Schedule A, and include at a minimum:

The Owner shall have constructed a minimum 7 metre wide access road from an open public road to the lot upon which the model home is to be constructed. The access shall be paved to the base course asphalt stage with full curb and gutter.

(1) The Owner shall construct a gravel turning circle, or approved equivalent, at the end of any such access road, in accordance with the Building Code Act.

(2) An in-service fire hydrant shall be located within 90 metres of the Early Construction Home or Model Home, based on vehicular travel distance.

(3) At the time of commencement of construction of an Early Construction Home or Model Home, no portion of a model home shall be constructed within 15.0 metres of any other building with an unfinished exterior, other than another Early Construction Home or Model Home.

(4) Water services shall not be turned on and sanitary lateral shall not be connected.

(5) The Owner shall maintain, at the Owner's sole cost, the access road and turning circle, including snow ~~plowing~~ ~~ploughing~~, until the City of Kawartha Lakes Engineering & Corporate Assets Department provide confirmation of Acceptance of Public Services and subsequent issuance of the first Occupancy Permit from the City of Kawartha Lakes Building and Septic Division.

(6) -The Owner covenants and agrees that no Early Construction Home or Model Home shall be occupied for residential purposes prior to the registration of the Subdivision Agreement and the City of Kawartha Lakes Engineering & Corporate Assets Department confirmation of Acceptance of Public Services.

(7) The Owner's Consulting Engineer must provide the City a confirmation letter indicating the above conditions are met, prior to the issuance of Early Construction Home or Model Home Permits.

(8) The Owner's Consulting Engineer ~~ing~~ must provide a Lot Grading and Drainage Plan for each Early Construction Home or Model Home Permit applied for, with the Consulting Engineer's certification, as per the City of Kawartha Lakes requirements. The Lot Grading and Drainage Plan must also identify onsite parking and Model Homes used as sales offices and shall have a barrier free path of travel to the building entrance.

(9) The Owner undertakes and agrees that construction of an Early Construction Home or Model Home shall meet the requirements under the Ontario Building Code, as amended.

(10) In order to secure the Owner's obligations herein, the Owner agrees that the City shall be entitled to draw upon any performance security filed by the Owner in the amount as noted in Schedule "D" and any other agreement that is related to the development of the lands herein, including but not limited to any performance security filed pursuant to the Subdivision Agreement.

(11) In the event the City should perform any work the cost of which is to be paid by the Owner pursuant to this undertaking, the City's costs of undertaking such work may be charged to the Letter of Credit as specified in **Schedule "D"** deposited with the City by the Owner and further that such costs may be collected in like manner as municipal taxes.

7.8. Right of Entry

(1) The Owner agrees to allow the City, ~~their~~ employees, and agents, to enter the Land within the proposed plan of subdivision at all reasonable times and for all reasonable purposes, including and without limiting the generality of the foregoing, for all necessary inspections, to correct any deficiencies and to eliminate any nuisances arising from or relating to the installation of the Works. Provided however, that prior to the City taking any steps or expending any money to correct any deficiencies or to eliminate any nuisances arising from or relating to the installation of the Works, the City shall first deliver written notice to the Owner identifying any deficiency or nuisance and shall provide the Owner with not less than 10 days following the delivery of the notice within which to rectify any such deficiency or nuisance.

~~(1)~~(2) The Owner shall forthwith, upon demand, pay the City for all costs incurred by the City, including ~~their~~ reasonable administrative overhead, in undertaking any of the aforesaid actions.

8.9. Indemnification and Security

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

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

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

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

- i. Commercial General Liability Insurance shall be in the name of the Owner with the *Corporation of the City of Kawartha Lakes (herein after called the City)* named as an additional insured, with limits of not less than Ten Million (\$10,000,000.00) dollars inclusive per occurrence. Coverage shall include but is not limited to bodily injury, death and damage to property including loss of use thereof, products and completed operations liability, blanket contractual liability, owners and contractors protective, premises and operations liability, contingent employers liability, non-owned automobile liability and contain a cross liability and severability of interest clause. If applicable, such policy shall include an "XCU" endorsement providing coverage for property damage and injury related to construction works such as excavation, pile driving, blasting, shoring, underpinning, raising or demolition of any building or structure, collapse of any structure or subsidence of any structure or land from any cause;

- ii. If applicable, Standard Form Automobile Liability Insurance with limits of not less than Five Million (\$5,000,000.00) dollars inclusive per occurrence for Third Party Liability including bodily injury, death and damage to property, in respect of the use or operation of all motor vehicles owned, operated or leased by the Owner;
- iii. "Broad Form" (all risk) Property Insurance covering all property, equipment, machinery, tools and stock used by the Owner for the performance of the Work including costs to clean-up and restore property damaged by sudden and accidental escape of pollutants and shall be in a form acceptable to the City and shall not allow subrogation claims by the Insurer against the City;
- iv. The Owner shall cause to be placed by each professional engineer or other professional consultant it retains in connection with its development of the Lands, Professional Liability Insurance in an amount of not less than ~~Five Two~~ Million (\$52,000,000) dollars per occurrence.
- v. Environmental Impairment Liability Insurance subject to limits of not less than Five Million (\$5,000,000.00) dollars inclusive per claim and shall include coverage for but not limited to bodily injury including death, property damage and remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate (including associated monitoring) or dispose of soil, surface water, groundwater or other contamination. The policy shall be endorsed to include the *Corporation of the City Kawartha Lakes* as an additional insured. The policy shall be renewed for 3 years after the termination of this Agreement. The City has the right to request that an Extended Reporting Endorsement be purchased by the Owner at the Owner's sole expense;
- vi. Installation Floater insuring any and all materials (including labour), supplies, property of the Owner/property of others intended for the installation in connection with repair, completion, erection or improvement of property. Coverage applies while property is in transit to the installation site, while stored at a temporary location, awaiting installation at the work site, during loading and unloading as well as the course of installation until completed. The limit for any one loss is not to be less than an amount equal to the maximum value of the property being installed at any one time in the performance of the work being completed;
- vii. If applicable, Hook Liability coverage in the amount of the value of the equipment being lifted at any one time during the performance of the work; and,
- viii. Umbrella and/or Excess Liability Insurance policies may be applied to increase liability limits. Certificate(s) of insurance must specify the underlying policies to which the umbrella/excess coverage applies and indicate any applicable aggregates.

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

(6) Upon completion of the installation of works and the execution of a Subdivision Agreement, the Owner on behalf of themselves, their heirs, executors, administrators, assigns and successors in title, hereby covenant to indemnify and save harmless the said City from all actions, causes of actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the

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installation of any works permitted under this agreement, or the failure of the Owner to complete the contemplated installation.

9-10. Security

(1) Prior to commencing any work hereunder, the Owner agrees to provide the City with security in the amount of 50% of the estimate of total cost of engineering works in accordance with the proposed works identified for pre-servicing and outlined in the engineering drawing set listed in Schedule "A" attached and as per **Schedule "D"** of this agreement, attached ("the Deposit") to secure and guarantee its obligations under this Agreement. The security can be used to secure the site with any required fencing, vegetative cover, or grading, if the Owner does not enter into a subsequent subdivision or development agreement. The security is to be increased to a minimum of 100% on any municipal owned property within the limits of the Draft Plan of Subdivision.

~~(2) Security is to be provided in the form of cash, certified cheque, or letter of credit. Letters of credit are to be irrevocable, be issued to "The Corporation of the City of Kawartha Lakes", be issued from a Canadian banking institution with a branch location in Ontario, allow partial drawings, be specific to the type and scope of the agreement, and be subject to automatic renewal absent advance notification of at least ninety (90) days.~~

~~(2)(3)~~ For this purpose, the decision of the Director of Engineering and Corporate Assets, as to whether damage has been done, or whether rectification or cleanup is required as a result of the installation of the Works, shall be final and binding. The City shall be entitled to draw upon the said security for the above purposes at any time. No reductions in security will be granted throughout the term of the pre-servicing agreement.

10-11. Withdrawal of Permission

(1) The City may withdraw its permission for the installation of the Works at any time if the Director of Engineering and Corporate Assets, in ~~their~~^{his or her} sole opinion, deems ~~the withdrawal~~ to be in the best interests of the City. Upon such withdrawal, the Owner shall forthwith ~~cease~~ further work with respect to the Works on or in the Land within the plan of subdivision.

(2) When, pursuant to subsection (1), the City has withdrawn ~~their~~^{its} permission, the Owner agrees that ~~they~~ shall have ~~no claim whatsoever against the City~~ with respect to this agreement, the permission granted or any installation of the Works performed prior to said withdrawal of permission.

11-12. Revocation of Grant

In any event, upon the execution by both the Owner and the City of the Subdivision Agreement contemplated herein and the posting of such payments and securities by the Owner as may be required thereunder, this Agreement, along with the grant of permission accorded herein, shall be automatically revoked, and any unexpended portion of the ~~Security Deposit~~ shall be returned to the Owner forthwith.

12-13. Notice

If any notice is required to be given by the City to the Owner with respect to this agreement, such notice shall be delivered personally, mailed, ~~or emailed, or sent by facsimile transmission to the address or fax number indicated below (or to such other address and/or fax number as the Owner may hereafter give to the City's Clerk)~~ in writing, and any such notice delivered, mailed by prepaid first class mail ~~or sent by facsimile transmission~~, shall be deemed good and sufficient notice under the terms of this agreement and to have been given upon such delivery, receipt or transmission.

Name: _____
Company Name: _____
Address: _____
Phone: _____
Email: _____

13.14. Successors

The Owner shall require this agreement to be assumed by any successor in title, to the effect that the obligations and covenants herein shall be binding upon the executors, administrators, successors and assigns.

14.15. Number and Gender

Words importing the singular shall include the plural and vice versa. ~~Words importing gender shall include all genders.~~

IN WITNESS WHEREOF, the Corporate Seal of the City and of the Owner ~~are~~ hereunto affixed under the hands of ~~their~~ proper officers in that behalf.

<p>THE CORPORATION OF THE CITY OF KAWARTHA LAKES</p> <p>X</p> <hr/> <p>Name: Juan Rojas Title: Director, Engineering and Corporate Assets</p> <p>Date: _____</p>
<p>X</p> <hr/> <p>I/We have authority to bind the Corporation</p> <p>Name: _____ Title: _____</p> <p>Date: _____</p>

SCHEDULE "A"

SCHEDULE "A" WORKS TO BE COVERED UNDER THE PRE-SERVICING AGREEMENT BETWEEN _____ AND THE CORPORATION OF THE CITY OF KAWARTHA LAKES.

Municipal Services to be Constructed by Owner

All Works are to be constructed in accordance with engineering design drawings prepared by _____ as reviewed and accepted by the City of Kawartha Lakes.

The following Works are to be constructed as part of the Pre-Servicing agreement.

(Consulting engineer to confirm scope of work applicable to pre-servicing request)

1. Install and Maintain erosion control features
2. Tree Removal and Clearing
3. Strip and stockpile topsoil
4. Excavate earth and pre-grade road for installation of Municipal Services
5. Installation of Municipal Services as per approved plans
6. Road Works to base asphalt
7. Early Construction Home(s) and/or Model Home(s), subject to Zoning

Note – No Works to be conducted on municipal property or right-of-ways, save as explicitly provided-for herein. All Works to be completed on the Owner's private property only.

The Construction Management Plan will be maintained by the Owner and Consulting Engineer for the purpose of outlining the construction schedule, measures for minimizing construction debris, construction traffic plan and routing, and the contact list for any and all issues that may arise.

All construction is to be in accordance with the _____ Subdivision "Issued for Pre-Servicing" detailed engineering design drawings, prepared by _____, dated _____. A list of the drawings included in the package are provided below:

The drawings are to be listed below – titles, project number, dates, and consultant.

Commented [CS3]: To be inserted by the developer/engineer/team

SCHEDULE "B"

**LETTER OF INDEMNITY AND UNDERTAKING
COMPOSITE UTILITY PLANS, LANDSCAPING PLANS & COST ESTIMATE**

Commented [CS4]: To be inserted by the developer/engineer/team

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SCHEDULE "C"

LETTER OF UNDERTAKING BETWEEN OWNER AND ENGINEER

Commented [CS5]: To be inserted by the developer/engineer/team

DRAFT TEMPLATE

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SCHEDULE "D"
COST ESTIMATE

Commented [CS6]: To be inserted by the developer/engineer/team

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SCHEDULE "E"
CONSTRUCTION MANAGEMENT PLAN

Commented [CS7]: To be inserted by the developer/engineer/team

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