

The Corporation of the City of Kawartha Lakes

AMENDED AGENDA

PLANNING ADVISORY COMMITTEE MEETING

PC2017-07

Wednesday, July 5, 2017

1:00 P.M.

Council Chambers

City Hall

26 Francis Street, Lindsay, Ontario K9V 5R8

MEMBERS:

Mayor Andy Letham

Councillor Brian Junkin

Councillor Rob Macklem

Councillor Gord Miller

Councillor Patrick O'Reilly

Councillor Heather Stauble

Councillor Andrew Veale

Mike Barkwell

Debbie Girard

Accessible formats and communication supports are available upon request.

1.	<u>CALL TO ORDER AND ADOPTION OF AGENDA</u>	
2.	<u>DECLARATIONS OF PECUNIARY INTEREST</u>	
3.	<u>PUBLIC MEETING</u>	
3.1	PLAN2017-041	6 - 16
	<p>Sherry Rea, Supervisor of Development Engineering</p> <p>Application for Zoning By-law Amendment together with a Draft Plan of Subdivision to permit a residential plan of subdivision consisting of 9 lots for single detached dwellings, 7 lots for semi-detached dwellings and 12 blocks for townhouse dwellings on the north side of Alcorn Drive and west of Victoria Avenue North, Geographic Township of Ops, former Town of Lindsay, now City of Kawartha Lakes. (Dunster Investments Inc. – Woods of Jennings Creek – Phase 2)</p>	
3.2	PLAN2017-048	17 - 40
	<p>Richard Holy, Manager of Planning</p> <p>Official Plan Amendment, Draft Plan of Subdivision, and Zoning By-law Amendment Applications to permit Retail and Service Commercial and Prestige Employment Uses with a Collector Street, 2387 Highway 7 and 332 Lindsay Street South, Geographic Township of Ops (Bromont Investments Inc.)</p>	
4.	<u>BUSINESS ARISING FROM PUBLIC MEETING</u>	
5.	<u>DEPUTATIONS</u>	
5.1	<i>PC2017-07.5.1</i>	
	<p>Martyn Stollar</p> <p>Planning Approvals Task Force Recommendations Update</p> <p>Relating to Item 7.5 on the Agenda</p>	
5.2	<i>PC2017-07.5.2</i>	
	<p>Dan Stone</p> <p>Thorstone Consulting</p> <p>Application to amend the Township of Fenelon Zoning By-law to add a custom metal roofing, siding and supplies business as an additional permitted use on a portion of the property identified as 1993 Glenarm Road, Fenelon (Brenneman)</p> <p>Relating to Item 7.4 on the Agenda</p>	

6. CORRESPONDENCE

- 6.1 *PC2017-07.6.1* 41 - 73
- Martyn Stollar, Managing Director
J. Stollar Construction Limited
June 26, 2017 Correspondence
Official Plan Amendment, Draft Plan of Subdivision, and Zoning By-law
Amendment Applications to permit Retail and Service Commercial and
Prestige Employment Uses with a Collector Street, 2387 Highway 7 and
332 Lindsay Street South, Geographic Township of Ops (Bromont
Investments Inc.)
Relating to Item 3.2 on the Agenda
- 6.2 *PC2017-07.6.2* 74 - 77
- Martyn Stollar, Managing Director
J. Stollar Construction Limited
June 29, 2017 Correspondence
Official Plan Amendment, Draft Plan of Subdivision, and Zoning By-law
Amendment Applications to permit Retail and Service Commercial and
Prestige Employment Uses with a Collector Street, 2387 Highway 7 and
332 Lindsay Street South, Geographic Township of Ops (Bromont
Investments Inc.)
Relating to Item 3.2 on the Agenda
- 6.3 *PC2017-07.6.3* 78 - 88
- Martyn Stollar, Managing Director
J. Stollar Construction Limited
Planning Approvals Task Force Recommendations Update
Relating to Item 7.5 on the Agenda
- 6.4 *PC2017-07.6.4* 89 - 90
- Gordon Petch, on behalf of Mason Homes Limited
Official Plan Amendment, Draft Plan of Subdivision, and Zoning By-law
Amendment Applications to permit Retail and Service Commercial and
Prestige Employment Uses with a Collector Street, 2387 Highway 7 and
332 Lindsay Street South, Geographic Township of Ops (Bromont
Investments Inc.)
Relating to Item 3.2 on the Agenda

Pat Murphy
Samaryn Ltd.

Application for Zoning By-law Amendment together with a Draft Plan of Subdivision to permit a residential plan of subdivision consisting of 9 lots for single detached dwellings, 7 lots for semi-detached dwellings and 12 blocks for townhouse dwellings on the north side of Alcorn Drive and west of Victoria Avenue North, Geographic Township of Ops, former Town of Lindsay, now City of Kawartha Lakes. (Dunster Investments Inc. – Woods of Jennings Creek – Phase 2)
Relating to Item 3.1 on the Agenda

7. CITY OF KAWARTHA LAKES REPORTS

7.1	ENG2017-006	95 - 108
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Christina Sisson, Supervisor of Development Engineering
Pre-Servicing of Subdivision Lands - Agreement Template Update

7.2	ENG2017-009	109 - 119
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Christina Sisson, Supervisor of Development Engineering
Assumption of Manorview Subdivision Phases 11, 12, 13, 14, and 15,
City of Kawartha Lakes

7.3	PLAN2017-040	120 - 202
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Sherry L. Rea, Planning Development Supervisor
Request by Angeline Street Investments Inc. to enter into a Subdivision Agreement for Plan of Subdivision 16T-12502, File No. D05-18-106, Orchard Meadows on Jennings Creek being Part Lot 24, Concession 5, Geographic Township of Ops, former Town of Lindsay, now City of Kawartha Lakes

7.4	PLAN2017-045	203 - 217
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Ian Walker, Planner II
Application to amend the Township of Fenelon Zoning By-law to add a custom metal roofing, siding and supplies business as an additional permitted use on a portion of the property identified as 1993 Glenarm Road, Fenelon (Brenneman)

7.5	PLAN2017-049	218 - 230
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Chris Marshall, Director of Development Services
Planning Approvals Task Force Recommendations Updates

8. ADJOURNMENT

The Corporation of the City of Kawartha Lakes

Planning Advisory Committee Report

Report Number PLAN2017-041

Date: July 5, 2017
Time: 2:00 p.m.
Place: Council Chambers

Ward Community Identifier: Ward 9

Subject: Application for Zoning By-law Amendment together with a Draft Plan of Subdivision to permit a residential plan of subdivision consisting of 9 lots for single detached dwellings, 7 lots for semi-detached dwellings and 12 blocks for townhouse dwellings on the north side of Alcorn Drive and west of Victoria Avenue North, geographic Township of Ops, former Town of Lindsay, now City of Kawartha Lakes. (Dunster Investments Inc. – Woods of Jennings Creek – Phase 2)

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

Recommendation(s):

RESOLVED THAT Report PLAN2017-041, respecting Part of Lot 24, Concession 5, geographic Township of Ops, former Town of Lindsay, now City of Kawartha Lakes and being vacant land north of Alcorn Drive and west of Victoria Avenue North, Applications D05-17-001 and D06-17-019, be received; and

THAT the applications respecting the proposed Zoning By-law Amendment together with the Draft Plan of Subdivision be referred back to staff until such time as all comments have been received from all circulated Agencies and City Divisions.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

The proposal is to permit a residential plan of subdivision consisting of 9 lots for single detached dwellings, 7 lots for semi-detached dwellings (14 units) and 12 blocks for townhouse dwellings (38 units) and known as Woods of Jennings Creek – Phase 2. The proposed lots will front onto 2 new internal crescents off of Alcorn Drive and an extension of Victoria Avenue North and will be developed on full urban services. The zoning by-law amendment proposes to rezone the land from the Residential One Holding One (R1)(H1) Zone to the Residential Two (R2), Residential Three (R3) and Residential Multiple One (RM1) Zones. See Appendix "A" and "B" attached.

Owner/Applicant: Dunster Investments Inc.

Legal

Description: Part of Lot 24, Concession 5, geographic Township of Ops, former Town of Lindsay, now City of Kawartha Lakes

Official Plan: Designated "Residential" on Schedule "A" - of the Town of Lindsay Official Plan.

Zone: Residential One Holding One (R1)(H1) Zone on Schedule "A" of the Town of Lindsay Zoning By-law No. 2000-75

Total Area: 3.6 ha.

Site Servicing: Proposed full urban services - water, sanitary sewer, storm sewer, streetlights, curb and gutter.

Existing Use: Vacant land

Adjacent Uses: North and West: City owned parkland
South: Proposed residential lots (Woods – Phase 1S)
East: Other lands owned by the applicant

Rationale:

The subject land is located on the north side of Alcorn Drive and west of Victoria Avenue North along the northern limit of Lindsay. The developer is seeking to further the residential development proposed under Woods of Jennings Creek Phase 1S which has dwellings currently under construction and Phase 1N which is in detail design with the City's Engineering & Corporate Assets Department. Phase 2 will consist of a mix of single detached, semi-detached and townhouse dwellings. The proposal serves to complete the area of development north of Alcorn Drive, east of the new passive recreational park acquired under Woods of Jennings Creek Phase 1 and west of an extension of Victoria Avenue North to connect with William Street North. The proposed development will be on full urban services to include water, sanitary sewer, storm sewer, streetlights, curb

and gutter. The lots will have connectivity to Alcorn Drive through 2 new internal street networks. See Appendix "A" and "B" attached.

In support of the application, the applicant has submitted the following:

1. Draft Plan of Subdivision prepared by Coe Fisher Cameron and dated April 4, 2017.
2. Planning Justification Report prepared by Dunster Management Inc. and received April 4, 2017. The report discusses and assesses the proposal in context of the Provincial Plans and Section 51(24) of the Planning Act.
3. Functional Servicing prepared by Greck and Associates Limited and dated October, 2014. The report examines municipal water and sanitary servicing options for the property in the context of the entire developable property and provides a servicing strategy for the City's review.
4. Stormwater Management Report prepared by Greck and Associates Limited and dated November, 2014 and last revised November, 2016. The report examines stormwater management options for the property in the context of the entire developable property. The report concludes that the proposed measures will appropriately control the quantity and quality of water flows.
5. The Planning Justification Report prepared by Dunster Management Inc. identifies that an Archaeological Background Study was prepared at the time of the initial submission for the Woods of Jennings Creek development. This report has been accepted by the Ministry of Culture, Sport and Tourism. There is no evidence to suggest that there are any archaeological resources of cultural interest or value.

All of the reports submitted have been circulated to the applicable Agencies and City Divisions for review and comment. Staff recommends that the applications be referred back to staff until such time as commenting Agencies and City Departments have submitted comments.

Applicable Provincial Policies:

Staff has reviewed the Planning Report prepared by Dunster Management Inc. in support of the applications for zoning by-law amendment and plan of subdivision and generally accepts the planning rationale contained in the report. In addition to the applicant's planning report, the following provides a review of the current provincial and municipal policy as it relates to the applications.

Growth Plan for the Greater Golden Horseshoe:

The lands are identified as being in a Settlement Area in the Growth Plan for the Greater Golden Horseshoe (Growth Plan). Section 2.2.2 Managing Growth policies states that population and employment growth will be accommodated by directing development to settlement areas, and encouraging cities and towns to develop as complete communities with a diverse mix of land uses, a range and mix of employment and housing types, high quality public open space and easy access to local stores and services. These policies also encourage planning through intensification to reduce the need for long distance commuting and to increase opportunities for transit, walking and cycling. The applications conform to the Growth Plan in that they serve to permit residential development that can be considered logical extensions of an existing residential area. The applications provide for servicing and street connectivity with adjacent residential neighbourhoods. The applicant has submitted the appropriate background reports to demonstrate efficient use of servicing along with access to a collector road.

2014 Provincial Policy Statement:

The 2014 PPS provides for Ontario's long-term prosperity, environmental health and social well-being through wisely managing change and promoting efficient land use and development patterns. Efficient land use and development patterns support sustainability by promoting strong, liveable, healthy and resilient communities, protecting the environment and public health and safety, and facilitating economic growth. The applications are consistent with the 2014 PPS, as prescribed in the following sections:

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

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

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

Section 1.1.3.2 states that land use patterns within settlement areas shall be based on:

- a) densities and a mix of land uses which:
 - 1. efficiently use land and resources;
 - 2. are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion;
 - 3. support active transportation; and
 - 4. are transit-supportive, where transit is planned, exists or may be developed.

The applications are consistent with the 2014 PPS in that they represent infill development in a residential area with efficient and cost-effective use of existing infrastructure.

City of Kawartha Lakes Official Plan:

The City of Kawartha Lakes Official Plan was approved by MMAH on June 8, 2012. While the subject land remains under jurisdiction of the Town of Lindsay Official Plan and is subject to the current Secondary Plan review, the subject land is located within the Urban Settlement Boundary for Lindsay and may be considered for development.

Official Plan Conformity:

The land is designated "Residential" in the Lindsay Secondary Plan (LSP), which was endorsed by Council on December 8, 2015. The LSP, along with the City's 2012 Official Plan (OP), are currently under appeal to the Ontario Municipal Board (OMB). As a result, the former Town of Lindsay Official Plan (LOP) designation and policies of the "Residential" apply to these applications.

The land is designated Residential on Schedule "A" - Urban Structure and Land Use of the Town of Lindsay Official Plan. The predominant use of land in the Residential designation shall be a variety of dwelling types. Within the Residential designation there shall be 3 densities of residential development being low, medium and high density. The proposal falls within low density for the proposed single detached and semi-detached dwellings while the proposed block townhouses would be considered medium density development. The maximum density within the low density residential shall not exceed 25 dwelling units per gross hectare. Medium density shall be subject to site plan control and shall meet the following criteria:

- a) The density, height and character of the development is in keeping with adjacent uses.

- b) The height and massing of the buildings at the edge of the medium density residential development shall have regard to the height and massing of the buildings in any adjacent low density residential units.
- c) The development shall be encouraged to have direct access to a City, arterial or collector road.
- d) Water mains and sanitary sewers shall be capable of accommodating the development, or the developer has committed to extend services at no expense to the City.
- e) The development is adequately serviced by parks and school facilities.
- f) In developments incorporating walk-up apartments, block townhouse dwellings, and similar medium-profile residential buildings, on-site recreational facilities or amenities such as playground equipment maybe required to service the development.
- g) The development shall be designed and landscaped and buffering shall be provided to ensure that the visual impact of the development on adjacent uses is minimized.
- h) A report on the adequacy of the road network to accommodate the expected traffic flows, and the adequacy of water and services shall be prepared by the applicant and approved by the City's Engineer.

The proposed residential development maintains the Residential policies contained within the LOP. The proposal serves as a logical extension of Phase 1S to include a comprehensive lot fabric, road network and servicing extensions. The development will have access to the new passive recreational park located immediately west of the subject land. The development of the townhouse blocks will be subject to site plan approval which will allow for the detailed review of the development with respect to parking, landscaping, fencing, lighting, etc.

Zoning By-law Compliance:

The land is zoned Residential One Holding One (R1)(H1) on Schedule "A" of the Town of Lindsay Zoning By-law No. 2000-75. The Holding One (H1) provision was originally placed to ensure that an adequate supply of municipal water and sewer servicing was available to service the subject land. With the commissioning of the North West Trunk (NWT) Sanitary Sewer System, there is no longer a requirement for the H1 provision. However, the development will be subject to the NWT Municipal Act Capital Charge and similar developments have been subject to a Holding provision until the required payment has been submitted.

The applicant has requested a zoning amendment to Residential Two (R2), Residential Three (R3) and Residential Multiple One (RM1) to accommodate the proposed development. No site specific reductions with respect to frontage, front yard setbacks or increased lot coverage is being requested.

Other Alternatives Considered:

No other alternatives were considered at this time.

Financial/Operation Impacts:

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

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

The City's Strategy Plan Framework outlines Council's Vision of a Community that is naturally beautiful and offering an exceptional lifestyle by pursuing Strategic Goals including a Vibrant and Growing Economy, an Exceptional Quality of Life and a Healthy Environment. This application aligns with the Exceptional Quality of Life and a Healthy Environment Goals in that new residents will be attracted to the City with the development of residential subdivisions that have connectivity to new parks and open space for walking and cycling trails.

Review of Accessibility Implications of Any Development or Policy:

The accessibility standards established by the Building Code will be shown on the subsequent construction drawings, which must be approved by the City prior to the issuance of a building permit.

Servicing Implications:

The Functional Servicing and Stormwater Management Reports were circulated to the Engineering & Corporate Assets Department and KRCA for review and comment. These reports confirm that the subject lands are serviceable but need to be confirmed by those responsible for their review.

Consultations:

Notice was given in accordance with the Planning Act and the following comments have been received:

Building Division – June 12, 2017; no concerns at this time.

Hydro One 'High Voltage Facilities and Corridor Lands' – June 14, 2017; no comments or concerns.

No comments were received from the public as a result of the circulation.

Development Services – Planning Division Comments:

The application for Zoning By-law Amendment together with the application for Draft Plan of Subdivision conforms to the Growth Plan and is consistent with the Provincial Policy Statement. The appropriate reports and background studies have been submitted by the applicant and have been circulated to the appropriate Agencies and City Divisions for review and comment. The applications serve to further develop an area of Lindsay which is recommended for residential development. The proposed development efficiently extends the existing road network and will be serviced by the NWT sanitary sewer, a City initiated capital project to attract development within Lindsay.

Conclusions:

Based on the comments contained in the report, Staff respectfully recommends that the applications respecting the proposed Zoning By-law Amendment together with the Draft Plan of Subdivision be referred back to staff until such time as all comments have been received from all circulated Agencies and City Divisions.

Attachments:

The following attached documents may include scanned images of Appendices, maps, and photographs. If you require an alternative format, please contact Sherry L. Rea, Development Planning Supervisor 705.324.9411 x 1331.

Appendix “A” – Location Map



Appendix 'A' -
Location Map.pdf

Appendix “B” – Draft Plan of Subdivision

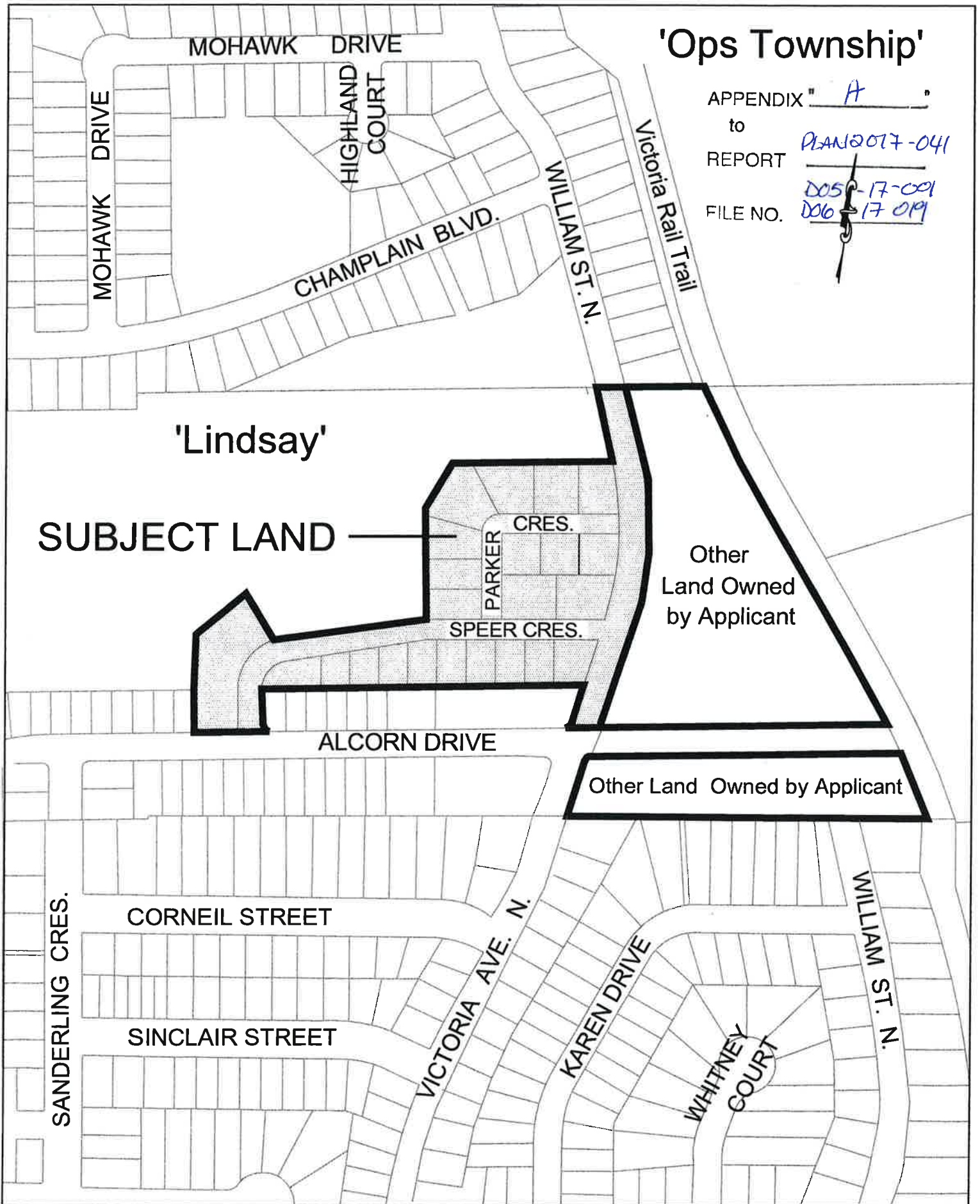


Appendix 'B' - Draft
Plan of Subdivision.pdf

Department Head E-Mail: cmarshall@city.kawarthalakes.on.ca

Department Head: Chris Marshall

Department File: D05-17-001 and D06-17-019



RECEIVED
APR 04 2017
City of Kawartha Lakes
Development Services
Planning Division

APPENDIX "B"

to

REPORT

FILE NO.

PLAN 2017-041

205-17-007
DOB 17-019

WOODS OF JENNINGS CREEK
PHASE 2
DRAFT PLAN OF SUBDIVISION OF
PART OF LOT 24
CONCESSION 5
GEORGIC TOWNSHIP OF OPS
CITY OF KAWARTHA LAKES

SCALE 1" = 1000'
METRIC DIMENSIONS ARE GIVEN IN METERS TO THE NEAREST MILLIMETER. DIMENSIONS IN FEET ARE GIVEN TO THE NEAREST FOOT.

PROPOSED LAND USE

LOTS 1 TO 8 WITH INCLUSIVE - SINGLE FAMILY RESIDENTIAL
LOTS 9 TO 16 WITH INCLUSIVE - SINGLE FAMILY RESIDENTIAL
BLOCK 29 - PARKLAND
BLOCK 30 AND 31 - SINGLE RESIDENTIAL

ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51 OF THE PLANNING ACT.

- (A) AS SHOWN ON DRAFT PLAN
- (B) AS SHOWN ON DRAFT AND SET PLANS
- (C) AS SHOWN ON DRAFT AND SET PLANS
- (D) AS SHOWN ON DRAFT AND SET PLANS
- (E) AS SHOWN ON DRAFT AND SET PLANS
- (F) AS SHOWN ON DRAFT AND SET PLANS
- (G) AS SHOWN ON DRAFT AND SET PLANS
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- (S) AS SHOWN ON DRAFT AND SET PLANS
- (T) AS SHOWN ON DRAFT AND SET PLANS
- (U) AS SHOWN ON DRAFT AND SET PLANS
- (V) AS SHOWN ON DRAFT AND SET PLANS
- (W) AS SHOWN ON DRAFT AND SET PLANS
- (X) AS SHOWN ON DRAFT AND SET PLANS
- (Y) AS SHOWN ON DRAFT AND SET PLANS
- (Z) AS SHOWN ON DRAFT AND SET PLANS

RE: SX

THE OWNERS WILL RESOLVE WITH THE MUNICIPALITY REGARDING THE SX

ELEVATIONS

CONTIGUOUS SHOWN HEREIN ARE RESIDENTIAL

OWNER'S CERTIFICATE

I HEREBY AUTHORIZE COE FISHER CAMERON LAND SURVEYORS TO SUBMIT THIS PLAN TO THE CITY OF KAWARTHA LAKES FOR THEIR APPROVAL.

DATE: 18-17-2016
DANIEL INVESTMENTS INC.

SURVEYOR'S CERTIFICATE

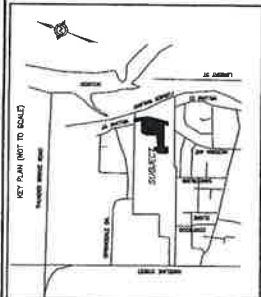
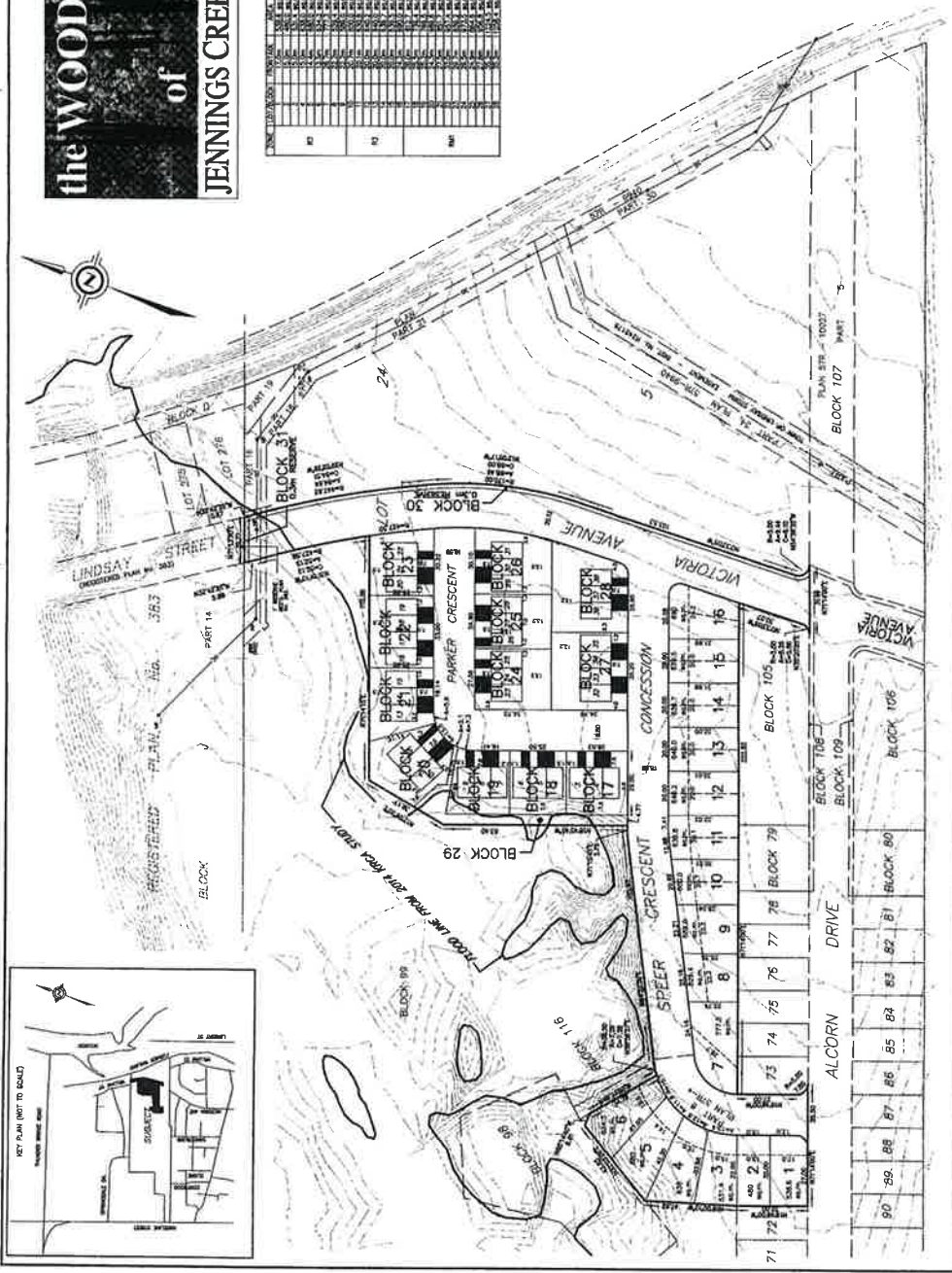
I HEREBY CERTIFY THAT THE DIMENSIONS OF THE LAND TO BE SUBDIVIDED ARE CORRECTLY SHOWN.

DATE: 18-17-2016
COE FISHER CAMERON LAND SURVEYORS

COE FISHER CAMERON LAND SURVEYORS
A PROFESSIONAL CORPORATION
7700 SHEPPARD AVENUE EAST, SUITE 100
SCARBOROUGH, ONTARIO M1S 1T6
TEL: (416) 291-1111 FAX: (416) 291-1112
WWW.CFC-SURVEYORS.COM



LOT	AREA (SQ. M.)	AREA (SQ. FT.)	AREA (AC.)
1	1,000.00	23,235.28	3.47
2	1,000.00	23,235.28	3.47
3	1,000.00	23,235.28	3.47
4	1,000.00	23,235.28	3.47
5	1,000.00	23,235.28	3.47
6	1,000.00	23,235.28	3.47
7	1,000.00	23,235.28	3.47
8	1,000.00	23,235.28	3.47
9	1,000.00	23,235.28	3.47
10	1,000.00	23,235.28	3.47
11	1,000.00	23,235.28	3.47
12	1,000.00	23,235.28	3.47
13	1,000.00	23,235.28	3.47
14	1,000.00	23,235.28	3.47
15	1,000.00	23,235.28	3.47
16	1,000.00	23,235.28	3.47
17	1,000.00	23,235.28	3.47
18	1,000.00	23,235.28	3.47
19	1,000.00	23,235.28	3.47
20	1,000.00	23,235.28	3.47
21	1,000.00	23,235.28	3.47
22	1,000.00	23,235.28	3.47
23	1,000.00	23,235.28	3.47
24	1,000.00	23,235.28	3.47
25	1,000.00	23,235.28	3.47
26	1,000.00	23,235.28	3.47
27	1,000.00	23,235.28	3.47
28	1,000.00	23,235.28	3.47
29	1,000.00	23,235.28	3.47
30	1,000.00	23,235.28	3.47
31	1,000.00	23,235.28	3.47



The Corporation of the City of Kawartha Lakes

Planning Advisory Committee Report

Report Number PLAN2017-048

Date: July 5, 2017
Time: 1:00 p.m.
Place: Council Chambers
Public Meeting

Ward Community Identifier: 12

Subject: Official Plan Amendment, Draft Plan of Subdivision, and Zoning By-law Amendment Applications to permit Retail and Service Commercial and Prestige Employment Uses with a Collector Street, 2387 Highway 7 and 332 Lindsay Street South, Geographic Township of Ops (Bromont Investments Inc.)

Author and Title: Richard Holy, Manager of Planning

Recommendations:

RESOLVED THAT Report PLAN2017-048, respecting Concession 6, Part Lot 17 RP 57R8319 Part 2 and RP 57R9544 Part 1; Concession 6 Part Lot 16, RP 57R7369 Part 1 and Part 6, geographic Township of Ops, “Bromont Investments Inc. – Applications D01-17-005, D05-17-002 & D06-17-019”, be received; and

THAT Applications D01-17-005, D05-17-002 & D06-17-019 be referred back to staff to address any issues raised through the public consultation process and for further review and processing until such time that all comments have been received from all circulated agencies and City departments and that any comments and concerns have been addressed.

Department Head:

Legal/Other:

Chief Administrative Officer:

Background:

Applications for Official Plan Amendment, Draft Plan of Subdivision, and Zoning By-Law Amendment have been submitted by Bousfields Inc. on behalf Bromont Investments Inc. for lands described as Part of Lots 16 and 17, Concession 6, in the geographic Township of Ops (See Appendix “A”).

The applications propose to redesignate the subject lands from “Highway Commercial”, “Tourist Commercial”, and “Environmental Protection” to “Highway Commercial”, “Mixed Use Gateway”, “Prestige Industrial”, and “Parks and Open Space”.

The “Highway Commercial” land use designation would permit commercial uses such as convenience-type retail, automobile service stations, vehicle sales and service, public garages, motels, hotels, eating establishments, establishments such as furniture, appliance, carpet, flooring, home electronics and/or garden centres, automated teller/banking machines, building supply centres, and other similar uses.

The “Mixed Use Gateway” land use designation contains the commercial portion of the development. The concept shows a variety of commercial floor plates for smaller unit spaces ranging between 235 sq.m. to 1,860 sq.m., medium size floor plates ranging between 2,790 sq.m. and 4,650 sq.m., and the floor space for a 12,100 sq.m. department store. Commercial buildings would obtain access through the new collector road internally to the site, with no direct access proposed to either Highway 7 or Lindsay Street. The permitted uses would include:

- i) Highway Commercial uses as listed above;
- ii) Tourist Commercial uses listed in Section 26.3 of the City of Kawartha Lakes Official Plan; and,
- iii) Large format and ancillary retail uses, including department stores to a maximum aggregate gross floor area of 30,380 square metres. Retail uses shall not exceed a maximum aggregate gross floor area of 30,380 square metres and no individual large format retail use, including a department store, shall not exceed a maximum gross floor area to be determined through the review.

The “Prestige Industrial” land use designation contains the industrial portion of the development. The concept shows a variety of industrial floor plates ranging in size between 2,230 sq.m. and 4,460 sq.m. The buildings would front both on the new collector road as well as on a cul-de-sac. The permitted uses would include:

- i) a wide range of employment and office uses, including manufacturing and fabricating, assembling, processing, servicing and repairing, warehousing and storage, shipping and receiving, offices as an accessory or secondary

use, commercial activities as an accessory use, accessory uses such as parking garages or a residence for a caretaker;

- ii) Parks and Open Space uses as outlined on the next page;
- iii) Institutions and Community Facilities uses, provided they are adequately buffered from uses that produce potential nuisances, such as noise, odour, dust, vibration or heavy traffic, as defined by the Ministry of Environment or other relevant agency;
- iv) Ancillary commercial uses that serve the needs of the employment area, provided that the type of uses and their sizes are appropriate and compatible with the area; and,
- v) Prestige Employment uses shall not comprise outdoor storage.

The “Parks and Open Space” designation would permit land uses primarily for the preservation and conservation of land and/or environment, as well as for the provision of outdoor recreational and educational opportunities, and should be managed in such a fashion as to complement adjacent land uses and protect such uses from any physical hazards. Permitted uses include indoor and outdoor active and passive recreational uses including parks, trails, golf courses, arenas, curling rinks, sports fields and other similar uses as well as open space areas. Compatible uses, such as public and/or private utilities, environmental conservation, and community gardens may also be allowed.

A Zoning By-law Amendment is required to amend the current zoning from “Agricultural (A) Zone”, “Highway Commercial (CH) Zone”, and “Open Space Exception Three (OS-3) Zone” to the appropriate zones to implement the proposed Official Plan Amendment.

The Draft Plan of Subdivision proposes a subdivision plan with 2 commercial blocks, 11 industrial blocks, 2 open space blocks, and 2 servicing blocks. Appendix “B” contains a conceptual commercial development and the proposed draft plan of subdivision.

Owners: Bromont Investments Inc.

Applicant: Michael Bissett of Bousfields Inc.

Legal Description: Concession 6, Part Lot 17 RP 57R8319 Part 2 and RP 57R9544 Part 1; Concession 6 Part Lot 16, RP 57R7369 Part 1 and Part 6, Geographic Township of Ops

Designation: “Highway Commercial”, “Tourist Commercial” and “Environmental Protection” on Schedule “A” to the City of Kawartha Lakes Official Plan with “Unevaluated Wetlands” on Schedule “B” to the City of Kawartha Lakes Official Plan

Zone: “Highway Commercial (CH) Zone”, “Agricultural (A) Zone” and “Open Space Exception Three (OS-3) Zone” within the Township of Ops Zoning By-law No. 93-30

Lot Area: 17.4 hectares

Site Servicing: The proposed development will be fully serviced with municipal water, sanitary sewer, and storm sewer systems.

Existing Uses: Vacant land

Adjacent Uses: North: Lindsay Golf and Country Club
East: Lindsay Golf and Country Club
South: Highway commercial (car dealership)/agricultural
West: Lindsay Cemetery, vacant highway commercial lands and buildings, and Howard Johnson’s Hotel

Application History: A preconsultation for the proposal was held on November 12, 2015. The Official Plan Amendment application was submitted on November 30, 2016 but deemed incomplete on December 22, 2016. The additional requested submissions to the application being the Draft Plan of Subdivision and Rezoning applications as well as revised fees were received between April 5, 2017 and May 26, 2017. The application was deemed complete on May 26, 2017 and was circulated to agencies on June 8, 2017 for comment.

Rationale:

The applications propose to permit a commercial and industrial plan of subdivision consisting of 17 blocks with a new collector street connecting Lindsay Street South and Hwy 7. The proposed concept plan includes 11 prestige employment blocks on the north side of the collector street, two retail and service commercial blocks with approximately 30,380 sq. m. of retail floor space, as well as 2 open space blocks and 2 blocks for stormwater management.

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

1. Planning & Urban Design Rationale prepared Bousfields Inc., dated November 2016
2. Planning Letter for Subdivision and Rezoning Applications prepared by Bousfields Inc., dated April 5, 2017
3. Revised Draft Plan of Proposed Subdivision prepared by Bousfields Inc., dated March 31, 2017

4. Traffic Impact Study prepared by Asurza Engineers, dated November 28, 2016 and revised on April 26, 2017
5. Environmental Impact Study prepared by Golder Associates, dated November 2016
6. Stage 1-11 Archaeological Assessment of the Proposed Bromont Lindsay Subdivision/Commercial Development prepared by York North Archaeological Services Inc., dated January 29, 2017
7. Proposed Concept Plan prepared by Bromont Group and Greystone, dated April 3, 2017
8. Functional Servicing Report prepared by Valdor Engineering Inc., dated November 2016
9. Water Balance Assessment - Bromont Property Parcels 5, 6, and 7 prepared by Golder Associates, dated November 9, 2016
10. Source Water Protection Assessment - Bromont Property Parcels 5, 6, and 7 prepared by Golder Associates, dated October 31, 2016
11. Preliminary Geotechnical Investigation - Proposed Prestige Employment and Commercial Development, Bromont Property Parcels 5,6, and 7 prepared by Golder Associates, dated November 30, 2016
12. Gateway Concept Plan, Prepared By: Bousfields Inc., November 28, 2016
13. Sketch showing topographic detail of 320 Lindsay Street South prepared by Ivan B Wallace, Ontario Land Surveyor Ltd., dated June 30, 2015
14. Sketch Showing Partial Topographic Detail of Regional Highway 35 prepared by Ivan B Wallace, Ontario Land Surveyor Ltd., dated June 30, 2015
15. Retail Market Demand and Impact Analysis prepared by Tate Economic Research Inc., dated September 2016

These report and plans have been circulated to the appropriate agencies for comment. Comprehensive comments will be provided to the applicant once they become available. The application will be fully evaluated once responses from all City Departments and commenting Agencies have been received.

Applicable Provincial Policies:

2017 Growth Plan for the Greater Golden Horseshoe:

Although the application was submitted prior to the 2017 Growth Plan for the Greater Golden Horseshoe (2017 Growth Plan) being enacted, a decision on this application will have to be consistent with the 2017 Growth Plan. The lands are identified as being in a Settlement Area in the 2017 Growth Plan. Section 2.2.1 Managing Growth policies states that population and employment growth will be accommodated by directing development to settlement areas and encouraging cities and towns to develop as complete communities with a diverse mix of land uses, a range and mix of employment and housing types, high quality public open space and easy access to local stores and services. These policies also encourage planning through intensification to reduce the need for long distance commuting and to increase opportunities for transit, walking and cycling. Full

conformity with the 2017 Growth Plan will be determined through a detailed review of the proposal and further agency consultation.

2014 Provincial Policy Statement:

The 2014 Provincial Policy Statement (2014 PPS) provides for Ontario's long-term prosperity, environmental health and social well-being through wisely managing change and promoting efficient land use and development patterns. Efficient land use and development patterns support sustainability by promoting strong, liveable, healthy and resilient communities, protecting the environment and public health and safety, and facilitating economic growth. The applicant has indicated that the proposal aligns with the 2014 PPS, as prescribed in the following sections:

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

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

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

Section 1.1.3.2 states that land use patterns within settlement areas shall be based on:

- a) densities and a mix of land uses which:
 - 1. efficiently use land and resources;
 - 2. are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion;
 - 3. support active transportation; and,
 - 4. are transit-supportive, where transit is planned, exists or may be developed.

Section 1.3 Employment states that planning approvals shall promote economic development and competitiveness by:

- a) providing for an appropriate mix and range of employment and institutional uses to meet long-term needs;
- b) providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;
- c) encouraging compact, mixed use development that incorporates compatible employment uses to support liveable and resilient communities; and,
- d) ensuring the necessary infrastructure is provided to support current and projected needs.

Full conformity with the 2014 PPS will be determined through a detailed review of the proposal and further agency consultation.

City of Kawartha Lakes Official Plan:

The City of Kawartha Lakes Official Plan was adopted by Council on September 21, 2010 and approved by MMAH on January 11, 2012. While various sections of City's 2012 Official Plan (OP) are currently subject to appeals before the Ontario Municipal Board (OMB), this property is not impacted. The subject land is located within the Urban Settlement Boundary for Lindsay and may be considered for development.

The land is designated "Highway Commercial", "Tourist Commercial" and "Environmental Protection" on Schedule "A-3" of the City of Kawartha Lakes Official Plan and a small area of "Unevaluated Wetlands" on Schedule "B-3" to the City of Kawartha Lakes Official Plan in the center of the property. The purpose of the Highway Commercial designation is to accommodate existing small area and individual commercial activities that require access and exposure along arterial road or provincial highways. Permitted uses include motor vehicle services uses, eating establishment, including drive through and take-out establishment, gift or antique establishment, accommodations, auction barn and flea market, and retail establishments that require large areas for outdoor storage or display of goods such as motor vehicle sales and service, recreational vehicle sales and service, marine craft sale and service, all terrain vehicles, snowmobiles and campers, major appliance and or furniture sales, and building supply outlets.

The "Tourist Commercial" designation permits resource-based recreational development where such development is not feasible to locate within a settlement area. This includes recreational vehicle parks and accessory uses for the exclusive use of the travelling or vacationing public.

Section 18.7 of the Official Plan provides policies on Large Format Retail Use and Shopping Centres uses. An amendment to the plan is required for the development of a new shopping centre, large format retail use or major extension of either one. Shopping centres and large format retail use will be directed to

areas covered by a Secondary Plan and shall be on full municipal services. When considering applications to establish a shopping centre or large format retail use in excess of 3,000 square metres of gross floor area, the following shall be submitted and approved by the City:

- Retail Market Analysis Study;
- Traffic Impact Study and the proponents should be responsible for any highway or municipal road improvements identified in the traffic impact studies for such development;
- A Functional Servicing Study; and,
- Plan showing the buildings, parking, access and landscaped area and surrounding land uses.

These required reports have been received in support of the proposed application.

The Industrial policies contained in Section 22 of the Official Plan indicate that the Industrial designation is to accommodate existing industrial and service type businesses as well as accessory and ancillary commercial uses. This includes, but is not limited to corporate offices, manufacturing, processing and assembly establishments, medium industries and research and development facilities. New industrial development should:

- a) be located on or near main transportation routes;
- b) be directed to lower potential agricultural land whenever possible;
- c) not compromise future development of aggregate resources;
- d) be directed away from residential areas and areas with high potential for recreational and/or tourist development;
- e) not detract from the surrounding natural environment;
- f) not result in truck traffic which would adversely affect sensitive land uses;
- g) be separated from sensitive land uses; and
- h) no industrial use shall be permitted which, from its nature of operation or materials used therein, is declared obnoxious under the provisions of any Statutes or Regulations.

The applicant has submitted a number of environmental reports to address impacts on the “Environmental Protection” land use designation as well as the “Unevaluated Wetlands” on the property. These reports deal with the design of the stormwater management system, environmental impact, water balance, and source protection to mitigate environmental impacts.

The applicant has submitted the necessary appropriate background studies to consider the application. Appendix “C” contains the applicant’s proposed amendment to the Official Plan. Conformity with the City of Kawartha Lakes

Official Plan will be determined through a detailed review of the proposal and further agency consultation.

Zoning By-law Compliance:

The land is zoned “Highway Commercial (CH) Zone”, “Agricultural (A) Zone” and “Open Space Exception Three (OS-3) Zone” within the Township of Ops Zoning By-law No. 93-30. The applicant has conceptually requested a zoning amendment as follows:

- From “Agricultural (A1) Zone” and “Open Space Exception Three (OS-3) Zone” to a site specific Highway Commercial (CH) zone” to permit a wide range of office, retail and service commercial uses, up to a maximum retail gross floor area of 30,380 sq. m.;
- From “Agricultural (A1) Zone” and “Open Space Exception Three (OS-3) Zone” to a site specific General Industrial (M) zone to permit a wide range of office and light industrial employment uses; and,
- From “Agricultural (A1) Zone” and “Open Space Exception Three (OS-3) Zone” to a site specific Open Space (OS) zone to permit open space and stormwater management facilities.

The applicant has provided an urban design brief that will be considered through the application review. Through the review process and inclusive of agency comments, further work is necessary to refine zoning regulations that would address, among other matters, site design, building placement and massing, potential low impact development measures, access requirements, location and design of parking and loading, waste management, signage, and landscaping. The zoning would be subject to a Holding (H) symbol making development subject to site plan control, servicing availability, and access approvals.

Source Water Protection:

The subject land is identified to be partially within the Intake Protection Zone Two (IPZ-2) for the Lindsay Municipal Surface Water System. As such, these applications were circulated to the Risk Management Official (RMO) at Kawartha Conservation for review and comment. The RMO has issued a Section 59 Notice for these applications indicating that while the proposal is partially located within the IPZ-2 area, the proposed development is not subject to a Section 57 Prohibition or a Section 58 Risk Management Plan since the proponent will require an Environmental Compliance Approval from MOECC for the stormwater management facility. The applicant should contact MOECC to determine that stormwater discharge from this facility into the IPZ-2 area is acceptable.

Other Alternatives Considered:

No other alternatives have been considered.

Financial/Operation Impacts:

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

Relationship of Recommendations To The 2016-2019 Strategic Plan:

The Council Adopted Strategic Plan identifies these Strategic Goals:

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

This application aligns with the vibrant and growing economy strategic goal as it provides opportunities for business expansion.

Review of Accessibility Implications of Any Development or Policy:

All site and building accessibility matters for the proposed development will be addressed through site plan approval. The Site Plan Agreement would address all external accessibility requirements of the Building Code, Fire Code and upgrades of adjacent municipal infrastructure if required. The site plan application will be circulated to the City's Accessibility Co-ordinator for comment.

Servicing Comments:

The Functional Servicing Report was circulated to the Engineering and Asset Management Department and KRCA for review and comment. The development is proposed to be serviced by the extension of full municipal water and wastewater services from their current locations at Logie and Lindsay Streets. The servicing for the southeast area has been identified in the City's Development Charge Study and can be completed either as a City initiated project between now and 2031 planning horizon or as a developer driven project. If developer wishes to proceed with the project in advance of the City's timeframe, the developer would front end the cost extend the water and sanitary servicing under a cost recovery mechanism in accordance with the City's Development Charges study.

Storm water management would be served through a centralized storm water facility with an outfall into Sucker Creek. The report confirms that the subject lands are serviceable but the conclusions need to be confirmed by the City and KRCA.

The development will be serviced by a collector road from Lindsay Street to Highway 7. A small cul-de-sac is proposed to service 7 industrial blocks. Entrances are proposed to be located as far north and east as possible from the Highway 7 and Highway 35 intersection. A traffic study, that discusses traffic impacts, infrastructure improvements, and entrance locations, has been submitted in support of the proposal and is being reviewed by the Ministry of Transportation and the City's Engineering and Asset Management Department.

Consultations:

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

Public Comments:

Martyn Stollar – June 8, 2017; would like to know who will be responsible for the Peer Review of the Retail Market Study.

Neil Chadda, Zelinka Priamo – June 8, 2017; would like a copy of the Retail Market Study and to be notified of any staff reports.

Agency Review Comments:

Building Division – June 8, 2017; no comments at this time.

Enbridge Gas Distribution Inc. – June 13, 2017; does not object to the proposed applications.

Hydro One Networks Inc. – June 14, 2017; no comments or concerns.

Development Services - Planning Division Comments:

The appropriate background studies in support of the applications have been submitted and circulated to the appropriate agencies and City Departments for review and comment. The application is being comprehensively reviewed by all circulated agencies and City Departments and many comments remain outstanding at this time. Staff recommends that the application be referred back to staff until such time as comments have been received from all circulated agencies and City Departments, and that any comments and concerns have been addressed.

Tate Economic Research Inc. was retained by the applicant to prepare a retail market impact study for the proposal. This report will be forwarded to an external retail market consultant for peer review and the consultant will be asked to determine whether:

- Sufficient market support for the amount of proposed floor space exists in the Lindsay market;

- Sufficient market support exists for a further Wal-Mart site at this location and that the study is not simply positioning this as alternative site;
- Impact of development on this site will not negatively impact the existing retail fabric of the study area as well as the Lindsay downtown core area; and,
- The planned function impacts of creating a third distinct commercial node won't impact the planned function of existing commercial areas.

Staff is currently discussing the peer review work with a retail market consulting firm in Toronto that has no previous work conflicts in the area. The cost of the peer review will be borne by the applicant.

Staff recommends that the individual blocks of developable area be subject to site plan approval to address overall site design, building placement and massing, site servicing including potential low impact development measures, access requirements, location and design of parking and loading, lighting (including dark sky initiatives), waste management, fire routes, signage, and landscaping. The Holding (H) symbol would be removed by Council once a secured site plan agreement has been registered.

Conclusions:

In consideration of the comments and issues contained in this report, Staff respectfully recommend that the proposed Official Plan Amendment, Draft Plan of Subdivision, and Zoning By-law Amendment applications be referred back to staff for further review and processing until such time as comments have been received from all circulated agencies and City Departments, and that any public comments and concerns have been addressed.

Attachments:

The following attached documents may include scanned images of appendixes, maps, and photographs. If you require an alternative format, please call Richard Holy, Manager of Planning @705-324-9411 ext. 1246.

Appendix “A” – Location Map



PLAN2017-048
Appendix A.pdf

Appendix “B” – Commercial Concept Plan and Draft Plan of Subdivision



PLAN2017-048
Appendix B.pdf

Appendix “C” – Proposed Official Plan Amendment



PLAN2017-048
Appendix C.pdf

Department Head E-Mail: cmarshall@city.kawarthalakes.on.ca

Department Head: Chris Marshall, Director of Development Services

Department File: D01-17-005, D05-17-002 & D06-17-019

to

REPORT PLAN 2017-048

Con. 6 FILE NO. D01-17-005
D05-17-002
D04-17-019

'Lindsay'

Scugog River

Lindsay St. South

Lot 17

'Lindsay Golf and
Country Club'

other lands owned by
Bromont - not subject
to amendment

Con. 5
Lot 16

'Riverside Cemetery'

SUBJECT LAND

Highway 7

Geographic Township of Ops



APPENDIX " B "

to
REPORT PLAN 2017-048

FILE NO. D01-17-005
D05-17-002
D06-17-019

SITE DATA - NORTH SITE			
AREA TYPE	AREA	HP	SP
	12.22	10.11	1.11
BUILDINGS			
BUILDING T	14,000	14,000	
BUILDING U	1,000	1,000	
BUILDING V	1,000	1,000	
BUILDING W	1,000	1,000	
BUILDING X	70,000	70,000	
TOTAL			
TOTAL	78,000	78,000	
PROPOSED PARKING			
PROPOSED PARKING	20,000	20,000	

LINDSAY COUNTRY GOLF CLUB &

SITE DATA - MAIN SITE			
AREA TYPE	AREA	HP	SP
	20.00	18.00	2.00
BUILDINGS			
BUILDING A	24,000	24,000	
BUILDING B	14,000	14,000	
BUILDING C	14,000	14,000	
BUILDING D	14,000	14,000	
BUILDING E	14,000	14,000	
BUILDING F	14,000	14,000	
BUILDING G	14,000	14,000	
BUILDING H	14,000	14,000	
BUILDING I	14,000	14,000	
BUILDING J	14,000	14,000	
BUILDING K	14,000	14,000	
BUILDING L	14,000	14,000	
BUILDING M	14,000	14,000	
BUILDING N	14,000	14,000	
BUILDING O	14,000	14,000	
BUILDING P	14,000	14,000	
BUILDING Q	14,000	14,000	
BUILDING R	14,000	14,000	
BUILDING S	14,000	14,000	
BUILDING T	14,000	14,000	
BUILDING U	14,000	14,000	
BUILDING V	14,000	14,000	
BUILDING W	14,000	14,000	
BUILDING X	14,000	14,000	
BUILDING Y	14,000	14,000	
BUILDING Z	14,000	14,000	
TOTAL			
TOTAL	240,000	240,000	
PROPOSED PARKING			
PROPOSED PARKING	20,000	20,000	



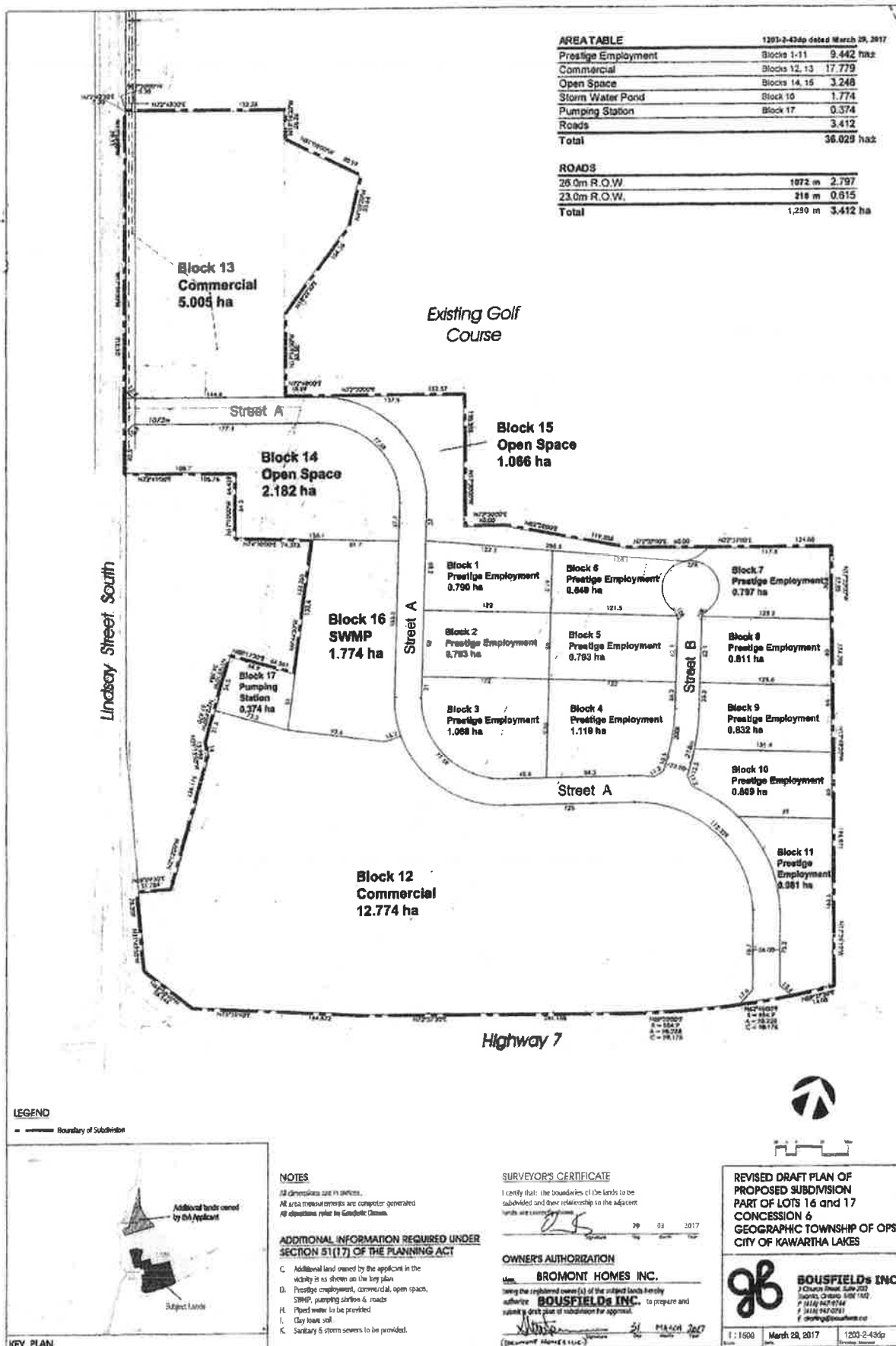
SITE DATA - SOUTH SITE			
AREA TYPE	AREA	HP	SP
	12.22	10.11	1.11
BUILDINGS			
BUILDING A	14,000	14,000	
BUILDING B	14,000	14,000	
BUILDING C	14,000	14,000	
BUILDING D	14,000	14,000	
BUILDING E	14,000	14,000	
BUILDING F	14,000	14,000	
BUILDING G	14,000	14,000	
BUILDING H	14,000	14,000	
BUILDING I	14,000	14,000	
BUILDING J	14,000	14,000	
BUILDING K	14,000	14,000	
BUILDING L	14,000	14,000	
BUILDING M	14,000	14,000	
BUILDING N	14,000	14,000	
BUILDING O	14,000	14,000	
BUILDING P	14,000	14,000	
BUILDING Q	14,000	14,000	
BUILDING R	14,000	14,000	
BUILDING S	14,000	14,000	
BUILDING T	14,000	14,000	
BUILDING U	14,000	14,000	
BUILDING V	14,000	14,000	
BUILDING W	14,000	14,000	
BUILDING X	14,000	14,000	
BUILDING Y	14,000	14,000	
BUILDING Z	14,000	14,000	
TOTAL			
TOTAL	240,000	240,000	
PROPOSED PARKING			
PROPOSED PARKING	20,000	20,000	

SITE DATA - LABORATORY SITE			
AREA TYPE	AREA	HP	SP
	12.22	10.11	1.11
BUILDINGS			
BUILDING A	14,000	14,000	
BUILDING B	14,000	14,000	
BUILDING C	14,000	14,000	
BUILDING D	14,000	14,000	
BUILDING E	14,000	14,000	
BUILDING F	14,000	14,000	
BUILDING G	14,000	14,000	
BUILDING H	14,000	14,000	
BUILDING I	14,000	14,000	
BUILDING J	14,000	14,000	
BUILDING K	14,000	14,000	
BUILDING L	14,000	14,000	
BUILDING M	14,000	14,000	
BUILDING N	14,000	14,000	
BUILDING O	14,000	14,000	
BUILDING P	14,000	14,000	
BUILDING Q	14,000	14,000	
BUILDING R	14,000	14,000	
BUILDING S	14,000	14,000	
BUILDING T	14,000	14,000	
BUILDING U	14,000	14,000	
BUILDING V	14,000	14,000	
BUILDING W	14,000	14,000	
BUILDING X	14,000	14,000	
BUILDING Y	14,000	14,000	
BUILDING Z	14,000	14,000	
TOTAL			
TOTAL	240,000	240,000	
PROPOSED PARKING			
PROPOSED PARKING	20,000	20,000	



LINDSAY & HIGHWAY 7, LINDSAY, ONTARIO
PROPOSED CONCEPT SITE PLAN - SK-1C - OVERALL





APPENDIX " C "
to
REPORT PLAN 2017-048
FILE NO. D01-17-005
D05-17-002
D06-17-019

THE CORPORATION OF THE CITY OF KAWARTHA LAKES
BY-LAW 2016 –

A BY-LAW TO AMEND THE CITY OF KAWARTHA LAKES OFFICIAL PLAN TO RE-DESIGNATE LAND WITHIN
THE CITY OF KAWARTHA LAKES

[File D01-____, Report PLAN____, respecting Lot____, ___, former Township of Ops, now City of Kawartha Lakes]

Recitals:

1. Sections 17 and 22 of the Planning Act, R.S.O. 1990, c. P.13, authorize Council to consider the adoption of an amendment to an Official Plan.
2. Council has received an application to amend the Town of Lindsay Official Plan to change the land-use designation to Residential-Commercial which permits a mix of residential and commercial uses on the property.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to adopt Official Plan Amendment Number __ to the City of Kawartha Lakes Official Plan.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2016-***.

Article 1:00 Official Plan Amendment Details

1.01 Property Affected: The Property affected by this By-law is identified as Lot____, former Township of Ops, now City of Kawartha Lakes.

1.02 Amendment: Amendment No. __ to the City of Kawartha Lakes Official Plan, attached hereto as Map 'A' and forming a part of this By-law is hereby adopted.

Article 2:00 Effective Date

2.01 Force and Effect: This By-law shall come into force and take effect on the date it is finally passed, subject to the approval of the City of Kawartha Lakes in accordance with the provisions of Section 17 and 22 of the Planning Act, R. S. O. 1990, c. P.13. Notwithstanding the subsequent coming into force of the Lindsay Secondary Plan, endorsed by Council on December 8, 2015, this by-law continues to be in force and effect.

By-law read a first, second and third time,
and finally passed, this ** day of , 2016.

Judy Currins, City Clerk

Andy Letham, Mayor

Schedule 'A' to By-law No. 2016-***
The Corporation of the City of Kawartha Lakes

**OFFICIAL PLAN FOR THE CITY OF KAWARTHA LAKES
PART A - THE PREAMBLE**

A. PURPOSE

The purpose of the official plan amendment is to change the designation to permit a mix of prestige employment and commercial uses on the property identified as _____.

The effect of the change is to permit prestige employment and commercial uses on the property.

B. LOCATION

The subject site has an area of approximately 35 hectares, and is located at the northeast quadrant of Highway 7 and Lindsay Street in the former Town of Lindsay, now City of Kawartha Lakes. The subject property is located within the Lindsay Settlement Area at a gateway location to Lindsay. The property is currently vacant agricultural fields with two residential homes and a commercial use along the Lindsay Street frontage.

The land is described as _____

C. BASIS

Council has enacted this official plan amendment in response to an application submitted by Bromont Homes Inc. to permit an a range of prestige employment and commercial uses, including a department store, on the subject site. It is intended that the land be re-designated to Prestige Employment and Mixed Use Gateway within a new Development Plan Area in the City of Kawartha Lakes Official Plan to facilitate future development of the gateway area.

The land is currently designated Highway Commercial and Tourist Commercial on Schedule "A-3" of the City of Kawartha Lakes Official Plan.

The proposed development and amendment to the City of Kawartha Lakes Official Plan are justified and represent good planning for the following reasons:

1. The proposed development conforms to relevant provincial policy documents being the Growth Plan for the Greater Golden Horseshoe and is consistent with the Provincial Policy Statement.
2. The proposed development conforms to the goals and objectives the City of Kawartha Lakes Official Plan.
3. The site concept is compatible and integrates well with the surrounding area.
4. The applicant has submitted background reports to demonstrate the appropriateness of the proposed development with respect to planning, retail market, servicing, stormwater management, traffic and the protection of the environment.

PART B - THE AMENDMENT

D. INTRODUCTORY STATEMENT

All of this part of the document entitled Part B - The Amendment, consisting of the following Maps 'A' and 'B' constitutes Amendment No. __ to the City of Kawartha Lakes Official Plan.

E. DETAILS OF THE AMENDMENT

1. Schedule 'A3' of the City of Kawartha Lakes Official Plan is hereby amended by changing the land-use designation from Highway Commercial and Tourist Commercial to Highway Commercial and Mixed Use Gateway as shown on Map 'A'.
2. Schedule 'E' of the City of Kawartha Lakes Official Plan is hereby amended by adding Development Plan Area No. __ (DP-__), as Shown on Map 'B'
3. Section 31 is amended by adding Policy 31.__ as follows:

"31.__ - Development Plan Area __ (DP-__) – Gateway Area ; Lindsay

31.__.1 These policies are applied to those lands located on INSERT LEGAL), as shown on Schedules DP-__

31.__.2 The Gateway Area is being planned as Lindsay's main point of entry and is intended to serve a variety of residential, highway commercial, tourism commercial, and prestige employment functions. The limits of the Gateway Area are shown on Map 'A'.

31.__.4 LAND USES PERMITTED

a) On lands designated Highway Commercial on Map 'A':

- i) land uses permitted in the Highway Commercial land use designation shall include commercial uses such as convenience-type retail, automobile service stations, vehicle sales and service, public garages, motels, hotels, eating establishments, establishments such as furniture, appliance, carpet, flooring, home electronics and/or garden centres, automated teller/banking machines, building supply centres, and other similar uses.

b) On lands designated Prestige Employment on Map 'A':

- i) a wide range of employment and office uses, including manufacturing and fabricating, assembling, processing, servicing and repairing, warehousing and storage, shipping and receiving, offices as an accessory or secondary use, commercial activities as an accessory use, accessory uses such as parking garages or a residence for a caretaker.
- ii) Parks and Open Space uses;
- iii) Institutions and Community Facilities uses, provided they are adequately buffered from uses that produce potential nuisances, such as noise,

odour, dust, vibration or heavy traffic, as defined by the Ministry of Environment or other relevant agency;

iv) Ancillary commercial uses that serve the needs of the employment area, provided that the type of uses and their sizes are appropriate and compatible with the area.

v) Prestige Employment uses shall not comprise outdoor storage

c) On lands designated Mixed Use Gateway on Map 'A':

i) Highway Commercial uses listed in a) above

ii) Tourist Commercial uses listed in Section 26.3 of the City of Kawartha Lakes Official Plan

iii) Large Format and ancillary retail uses, including department stores, subject to the following:

1. Retail uses shall not exceed a maximum aggregate gross floor area of 30,380 square metres

2. No individual Large Format Retail use, including a department store, shall not exceed a gross floor area of ____ square metres

d) On lands designated Parks and Open Spaces on Map 'A':

i) The predominant use of land shall be primarily for the preservation and conservation of land and/or environment, as well as for the provision of outdoor recreational and educational opportunities, and should be managed in such a fashion as to complement adjacent land uses and protect such uses from any physical hazards. Permitted uses include indoor and outdoor active and passive recreational uses including parks, trails, golf courses, arenas, curling rinks, sports fields and other similar uses as well as open space areas. Compatible uses, such as public and/or private utilities, environmental conservation, and community gardens may also be allowed.

31.3 SPECIFIC POLICIES

a) Rezoning, Subdivision and Site Plan applications in this area shall be approved based upon a master plan for the entire area to ensure compatibility and appropriate transition between land uses.

b) The area should be developed with a view to maximizing its attractiveness as the southern Gateway to Lindsay. It should be designed to emphasize convenience to pedestrians with the intent that the area be developed as a unified, attractive, relatively compact and accessible area with a mix of uses.

c) The area should be developed in accordance to the urban design policies in Section ____ below.

d) Adequate screening in the form of landscaping and fencing shall be provided on the perimeters of the area.

e) Development abutting Lindsay Street or Highway 7 shall minimize the impact of off-street parking on pedestrian streetscapes by locating off-street parking at the rear,

side or to the interior of the block. Safe, convenient and well lit pedestrian access shall be provided to the street from such parking areas. Where parking is provided to the side of buildings and abutting the street, they should be screened with low walls and landscape materials to provide a sense of enclosure along the setback line.

- f) Loading areas shall be provided at the rear of the buildings.
- g) A Traffic Impact Assessment must be submitted in support of any rezoning, subdivision or site plan application to identify traffic generated by the development, methods of mitigating the traffic, and any improvements to the required road network to accommodate the development.

31.4 URBAN DESIGN

Built Form and Landscaping

- a) Retail Commercial uses will be encouraged to consolidate and be developed in accordance with good urban design principles.
- b) Retail commercial uses shall be compatible with surrounding uses and shall be adequately buffered from adjacent residential and other sensitive land uses. Buffers shall include grassed areas and appropriate planting of trees and shrubs, fencing, and / or the provision of other suitable screening materials;
- c) Retail Commercial building entrances and display windows should be oriented to street frontages, and a minimum of one major building entrance should front directly onto the main street frontage, when applicable.
- d) Driveway access shall be approved by the City in conjunction with the Province as considered to be necessary and appropriate;
- e) Adequate off-street parking, service areas and loading spaces shall be provided.
- f) Retail commercial buildings should be built to a minimum setback at intersections to help frame the streets;
- g) The building identity at corner locations will be reinforced by taller building elements such as towers, entrance structures or roof elements (i.e. skylights and dormers);
- h) Commercial garbage facilities shall be contained in fully enclosed storage area contiguous with the building;

Parking and Loading

- a) Parking areas shall be designed as functional, attractive and comfortable and shall reduce their environmental and visual impact. Low Impact Development measures, such as pervious paving, bioswales, and landscaping islands with trees, should be incorporated to minimize stormwater runoff and reduce heat island effect.
- b) Long stretches of on-street parking on local roads shall be broken up with landscaped “bump-outs” sufficiently sized to support boulevard trees.
- c) For Prestige Employment areas, parking shall be located at the rear and sides of buildings. Parking near building entrances shall be limited to small visitor parking areas. Parking and landscaping for Employment areas should be designed as follows:

- i) Screening should be provided between parking areas and adjacent residential properties.
- ii) Buffers should be located at the perimeter of the property line adjacent to parking areas and laneways to accommodate landscaping and tree planting.
- iii) Landscaped islands should be placed at the ends of all parking aisles.
- iv) Parking aisles with a length of more than 15 stalls should be broken up with landscaped islands.
- v) All parking islands should be planted with hardy, strongly branched and salt tolerant trees.
- vi) Large parking areas should be broken up with linear pedestrian only sidewalks planted with a consistent row of trees.
- vii) The placement of sidewalks should be oriented to link building entrances.

d) In Retail commercial areas, parking shall be located interior to the block or at the rear of buildings wherever possible. Limited parking between the street edge and building may be provided or addressed through on-street parking in appropriate locations. Parking and landscaping for commercial development should be designed in accordance with the design criteria above.

e) Service and loading areas shall be located away from street frontages to minimize views from adjacent streets. Location to the rear or sides of buildings is preferable wherever possible. Such service areas may require screening with walls and landscaping that is compatible with the adjacent building design.

F. IMPLEMENTATION AND INTERPRETATION

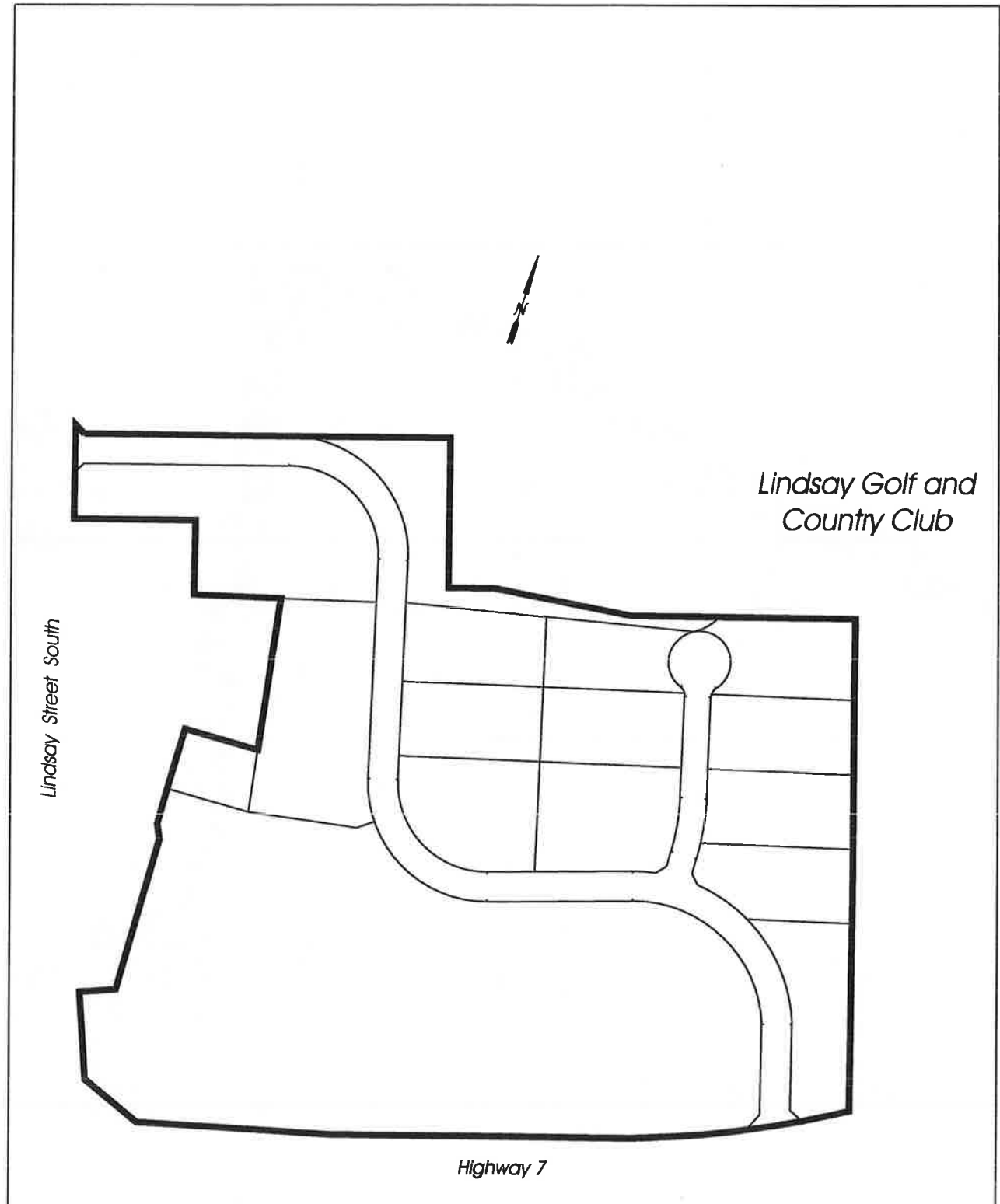
The implementation and interpretation of this amendment shall be in accordance with the relevant policies of the City of Kawartha Lakes Official Plan.

Map - A



Map - B

Development Plan Area ☐ Schedule - _____



26-June-2017

To: The Planning Advisory Committee,
City of Kawartha Lakes

Re: *Application by Bromont Homes Inc. to amend the City of Kawartha Lakes Official Plan*
-- *to permit additional uses on the lands comprising a portion of the Northeast*
Quadrant abutting the intersection of Highway 7 and Lindsay Street South.

It is my understanding that the above-referenced application is scheduled to be aired at a *Public Meeting* being convened in conjunction with your Committee's July 5, 2017 meeting.

At this point, of course, the staff Report that will be tendered at that *Public Meeting* is not yet available to me. Accordingly the comments and observations set out herein are to be regarded as being preliminary only.

That being said, I *have* been able to review the application itself, as well as the consultant reports/studies that have been prepared and submitted on behalf of the applicant. Moreover, Bromont's efforts to secure additional entitlements and permissions in relation to this particular property have been ongoing for many years -- during which time, of course they have generated an extensive paper trail. Accordingly, notwithstanding that my comments are only preliminary, they have by no means been arrived-at in a vacuum. Nevertheless, I would allow for the possibility that they may need to be supplemented once the staff Report is released later this week. *[Note: My reason for writing to you at this point (rather than waiting until the staff Report is released) is to enable Committee members ample time to consider the matters raised herein prior to the July 5th Public Meeting,]*

*

Rather than mincing words, let me begin by bluntly stating what should be self-evident: This is a fundamentally flawed application – one for which it is at least arguable that no *Public Meeting* should even held at this point.¹

In sum:

- The application is premature.
- The applicant's *Planning & Urban Design Rationale* prepared (by Bousfields Inc.) has explicitly premised its attempt to justify the proposed amendment on a number of counter-factual assertions and assumptions.

¹ Members of Council may not be aware – although staff should know – that Sections 17 & 22 of the *Planning Act* do not oblige a municipality to hold a Public Meeting simply because an application to amend the Official Plan has been submitted. The convening of a Public Meeting is a precondition to adopting the requested amendment; but there is no statutory requirement to hold such a meeting if the outcome is that the application is being turned back.

- The applicant's *Functional Servicing Report* (prepared by Valdor Engineering Inc.) likewise bases its conclusion that the subject property is serviceable on a counter-factual assumption.
- The applicant's *Retail Market Demand and Impact Analysis* (prepared by TER) bases both its analysis and the conclusion at which it arrives – namely that the approval of the large-format department store requested by the applicant is fully supportable and would not result in “any adverse impacts on existing commercial uses” – on data that is both flawed and self-evidently incomplete.

Let's begin with the Bousfields *Planning Rationale*:

On at least two occasions² the consultant claims that the subject property is located in “an area that has been in the urban boundary ... for decades”. I assume that all of the Committee members are well aware that this is completely untrue. Accordingly it strikes me as remarkable that the consultant appears not to know that – especially given how little research would have been required in order to have obtained that knowledge.

At very most, the subject lands have been in the urban boundary since 2012 – and even that claim would be subject to question. Bear in mind, after all, that:

- The 2012 CKL Official Plan incorporated an expansion to the *Lindsay Settlement Area* to encompass, *inter alia*, the subject lands. (Prior to that, this parcel had been definitively outside the “urban boundary”.)
- That re-delineation of the *Lindsay Settlement Area* boundary is currently under appeal at the OMB.
- Accordingly, depending on the outcome of the Board's adjudication of that issue, the subject property could end up remaining outside the urban boundary.

The upshot is that, insofar as that determination has yet to be made, it is far from clear that the consultant's repeated claims (and assumption) that the subject property is located within the *Lindsay Settlement Area* is in fact either accurate or warranted.

Even more noteworthy is the fact that the applicant's consultant has chosen to simply take it for granted that full urban services would be available to the proposed development. For example:

In addressing the matter of Wastewater Servicing the consultant states:

“The subdivision is to be serviced by the extension of a 375mm diameter sanitary sewer from Logie Street, southerly along Lindsay Street South. This sewer is not deep enough to cross under Sucker Creek so a pump station will be require to service the lands south of the creek.” (p.56)

and in addressing the matter of Water Servicing the consultant states:

“The subdivision is to be serviced by the southerly extension of a 300mm diameter watermain from Logie Street, along the east side of Lindsay Street South, to the subject site.” (p.56)

Given the matter-of-fact fashion in which these assertions have been made, it would appear that the consultant either does not realize or has chosen to ignore the fact that:

² On pages 44 and 59

- a. The subject property lays well outside the existing Lindsay Urban Servicing Boundary, and
- b. Accordingly the current application is explicitly premised on the availability of services to which these lands have no actual entitlement.

Nor, of course, does Bromont's planning consultant bother to address the issues of Growth Plan and PPS conformity that necessarily arise in connection with the leapfrogging inherent in this proposed extension of services.

Correspondingly: While the applicant's engineering consultant has prepared an extraordinarily detailed and otherwise seemingly-comprehensive *Functional Servicing Report*, at no point does that *Report* make even passing reference to the Lindsay Urban Servicing Boundary -- much less to the impediment posed by the fact that the subject property is not actually located within it.

I rather suspect that both consultants were instructed to premise their work on the proposed new Lindsay Secondary Plan that was "endorsed" by Council in December of 2015 -- which had indeed proposed to extend the Urban Servicing Boundary to encompass the subject property. But it is to be remembered that that document -- and accordingly the extension of that Boundary -- has no status at this point in time. Accordingly for purposes of this application the Lindsay Urban Servicing Boundary remains co-extensive with the urban boundary delineated in the Town of Lindsay Official Plan³ -- which, of course, does not encompass the subject property.

Rather than further elaborating on these points herein, I would specifically refer you to the letter I'd submitted to the Planning Committee on July 27, 2015 -- a copy of which I've appended hereto as Attachment #2.

The position taken in that letter -- which had of course been prepared in the context of the Committee's consideration of the then-proposed Lindsay Secondary Plan -- was that there was no justification for applying any sort of urban development designation to the subject property at this particular point in time. Let me respectfully suggest that the detailed grounds on which that argument is based are no less applicable to the subject application -- above all insofar as it also details the case for why no expansion of the Lindsay Urban Servicing Boundary can be justified at this time.

In a nutshell:

- o The Bromont application is explicitly premised on the subject property's being within the existing Lindsay Urban Servicing Boundary. In reality, however, it isn't.
- o The application equally relies on the assumption that the subject lands are within the approved *Lindsay Settlement Area*. At minimum, however, that is a point of controversy -- insofar as the CKLOP's delineation of the *Lindsay Settlement Area* is currently under appeal.

In both these respects, accordingly, the subject application must properly be regarded as being, at best, premature. (At worst, of course, its consideration is simply unwarranted.)

³ Based on the efforts he has made on behalf of Bromont in the past, I rather suspect that Director Rojas could well end up deciding to dispute this. If so, he would be wrong. The fact is that since 2007 Lindsay's "Urban Servicing Boundary" has been explicitly delineated in a score of documents; and its being limited to the Lindsay Official Plan's boundary was likewise explicitly pre-supposed in the City's 2011 *Growth Management Strategy* (which was adopted, it should be noted, after Council had already approved the CKLOP that provided for the expansion of the Lindsay Settlement Area in 2010)

Turning now to the applicant's *Retail Market Demand and Impact Analysis*:

The consultant's conclusion, of course, is that Council's approving the applicant's requested large format retail use (eg., Walmart) – including, of course, its substantial food-store component – is warranted and would not result in “*any adverse impacts on existing commercial uses*”. [I say “of course” because if the consultant had reached any other conclusion its report would not have been tendered in support of the application.]

That conclusion, in turn, is based on the application of the general sort of methodology that is typical of such reports -- which takes as its starting point the assembly of a detailed inventory that includes not only all of the existing commercial square footage in the marketplace but also any existing approvals that have not yet been realized. It then analyzes and assesses the impacts that would potentially result from the introduction of the applicant's requested uses into that marketplace.

I must confess that, to this point, I have not bothered applying any close scrutiny to the details of the consultant's actual analysis – the reason being that it immediately became apparent to me that the data on which the consultant was basing that analysis was itself incomplete and flawed.

Let me begin by drawing your attention to the claim that the consultant makes on page iv of its report (with my emphasis):

“All proposed major retail developments in the Study Area, for which applications have been submitted to the City, have been recognized in the TER analysis.”

That turns out not to be true, however.

It is in Section 5.2 (page 11) of its report that the consultant itemizes the “significant potential/proposed commercial development in the Primary Zone” that “TER has accounted for” in undertaking its impact analysis. One notes, however, that that list includes only:

- the proposed new Home Building Centre,
- the potential expansion to Lindbrook's *Kent Street Village* plaza,
- the re-tenanting of the then-vacant former Target space at the Lindsay Square Mall, and
- the Mason Homes site at Colborne and Highway 35.

Let me respectfully suggest that anyone who had done even the most cursory research would instantly realize that this list is glaringly incomplete.

Let's begin with a minor example: The consultant has failed to include the retail permissions accorded to the vacant 4-acre commercial parcel on the former Fairgrounds property on Angeline. I suppose it could be argued that this would represent a fairly small addition to the retail marketplace; but the same is equally true of the Lindbrook plaza expansion – which the consultant *has* chosen to incorporate in its inventory.

More significantly, however:

- a. The consultant has failed to either acknowledge or make allowance for the existing zoning permissions for the Loblaws site – which were obtained in order to permit an expansion of the current roughly 6,000 m². supermarket to 12,000 m².

- b. In dealing with the Mason site, the consultant has explicitly presupposed that it will end up being developed solely for a home improvement store along with the permitted 54,000 sq.ft. of “*specialty retail, service and convenience commercial uses*”. The consultant has based this, of course, on the assumption that if Walmart were to locate on the Bromont property there would end up being no department store on the Mason site.

To begin with, it’s not clear that failing to make allowance for two department stores is methodologically warranted; after all, even if it’s true that at the present time “*Walmart is the only department store banner that would be located in Lindsay*”, that does not mean that that will continue to be true in the future.

More to the point: Bromont’s consultant has completely overlooked the fact that, even if the Mason site does not obtain a conventional department store tenancy, under its existing zoning that property would be permitted to house a free-standing contemporary supermarket.

I would acknowledge, of course, that the inclusion of the former Fairgrounds site would not have had any significant impact on either the consultant’s analysis or its conclusions. The same cannot be said, however, of its oversights in relation to either the Loblaws property or the permissions available to the Mason site.

In the case of the Loblaws property: ;

The property’s current zoning would allow for the existing supermarket’s being enlarged by more than 60,000 ft². In accordance with the property’s existing zoning permissions, this would take the form of an expansion of both its food and non-food components – with the former being capped at roughly 75,000 ft² (which would allow for a total of more than 55,000 ft² of non-food merchandise and services).

It goes without saying that such an expansion would represent an enormous addition to both the supermarket and the overall retail inventory – one of which the consultant has taken no note in its impact analysis.

In the case of the Mason commercial site:

The existing zoning for this property permits a “Department Store” having a *gross floor area* of no more than 12,500 sq.m. that would be permitted to include up to 3,716 sq.m. of *gross floor area* devoted to the sale of *Food Store Related Merchandise*.

What is to be noted is that the definition of “Department Store” incorporated into the property’s site-specific zoning would allow it to house a contemporary (rather than a traditional) supermarket – which typically includes an ever-broadening range of non-food merchandise and services under the supermarket banner.

What this means, of course, is that even if consultant’s assumption that the Mason development would be unable to secure a Walmart-type tenancy turns out to be accurate, allowance still has to be made for that property’s entitlement to include a contemporary supermarket that could be as large as 70-80,000 ft².

Bromont’s consultant has failed to acknowledge this, of course. And it has therefore equally failed to make allowance for this in analyzing and assessing the impact of its client’s proposal.

As for the implications of these “oversights”:

- Bromont's consultant has premised its impact analysis on the assumption that the existing inventory of supermarket space in the Primary Zone consists of only 131,000 ft². It then takes as its benchmark a rate of sales-per-ft² that is computed by dividing the total projected expenditures by that 131,000 ft². It then undertakes to show that the addition of its client's proposed large-format retail use would not produce future sales-per-ft² rates that would fail to meet an acceptable threshold.
- All this would change, of course,, once one takes account of the existing permissions on the Mason and Loblaws sites. The realization of those permissions alone would have the effect of almost doubling the amount of supermarket square footage in the Primary Zone. The projected sales during the study period would then be distributed over a massively greater denominator, resulting in correspondingly reduced sales-per-ft² – which might therefore already be below (or, at the very least, approaching) the level at which “*adverse impacts*” would be occurring.
- It is true, of course, that the added space introduced by the proposed Bromont development would then represent a smaller percentage increase. But it would be a smaller percentage addition to a marketplace that might already be functioning in a well-less-than-healthy fashion.

The upshot is that in order to be able to properly determine whether the addition of its client's proposed large-format department store (including, of course, the same 40,000 ft² food component that was approved for the Mason site in 2016) is actually warranted and would not result in adverse impacts, the consultant is obligated to undertake an analysis that is actually based on the methodology that it itself explicitly claimed to have been following -- namely:

“All proposed major retail developments in the Study Area, for which applications have been submitted to the City, have been recognized in the TER analysis.”

As noted, neither the report nor the analysis submitted in support of the Bromont application lives up to that standard.

*

Given the self-evident defects in the documentation submitted in support of this application – not to mention the intrinsic challenges it faces in relation to the policies of the Growth Plan and PPS – one might well question why the applicant would nevertheless expect Council to view this application favourably. I can therefore scarcely refrain from addressing that question – specifically by reminding you of what might be termed “the Pivotal Issue” that forms the context for this application.

I need hardly mention, of course, that for many years Mr. Montemarano, on behalf of Bromont, has been trumpeting the impending arrival of Pivotal Thereapeutics Inc. (“Pivotal”) to Lindsay.

Mr. Montemarano's announcement in September of 2012 was that this “*globally recognized business*” was eager to relocate to Lindsay – specifically to the lands that are the subject of this application – and would establish “*an approx. 40,000 sq.ft. hi-technology research and*

manufacturing facility” that would initially bring with it “75 *hi-tech jobs*” that were forecast as growing “*to more than 150 as the need for qualified jobs arose*”.

As vacuous as this promise may have been, there is no question as to the impact it’s had. For the past four-and-a-half years, in its self-styled role as “the saviour of Lindsay”, Bromont has sought and received a seemingly unending string of concessions, favours, and windfalls from both staff and Council (at an enormous cost to the public purse, I should add). On virtually every such occasion, moreover, it has been evident that Council’s seemingly single-minded obsession with doing nothing that would jeopardize Pivotal’s relocation has driven the City’s decision-making – most often, I should mention, as a result of Bromont’s at least implying that Pivotal’s relocation to Lindsay was dependent on Bromont’s receiving those windfalls.

I’ve already made reference to the letter I’d submitted to Planning Committee in July of 2015 (being the one attached hereto). As well as addressing the earlier-cited issues, in that letter I’d documented the fact that the promise of Pivotal’s establishing itself as a major employer in Lindsay had been little more than smoke-and-mirrors. Again I’d urge you to review that letter in its entirety. For the moment, however, I’d like to quote one pertinent extract from it:

“Pivotal Pharmaceuticals Inc. is a public company whose shares are traded over-the-counter in both the U.S.A. and Canada. It was incorporated scarcely more than four years ago. According to its filings its office is located at 81 Zenway Blvd, Unit 10 in Woodbridge.

As a company whose shares are publicly traded, Pivotal is obliged to maintain up-to-date filings – including, of course, detailed *financial reporting* – with the securities authorities on both sides of the border. According to its current compendium of filings on the *Canadian Securities Exchange* website (a couple of whose extracts I have appended hereto, so that you may confirm this for yourselves):

- Both of the commercial products that Pivotal was set-up in order to bring to the marketplace have in fact been on the market for a number of years.
- Pivotal’s total sales in each of 2013 and 2014 was just on the high side of \$300,000 per annum.
- Let me repeat that: Sales for each of 2013 and 2014 was just over \$300,000 a year.
- Both its sales-force and its manufacturing operations are contracted-out (rather than being conducted in-house by employees).
- The bulk of its operating expenses appear to be related to interest on its debt and executive compensation/benefits; the actual payroll figures implied in its filings appear to be relatively modest.
- Its filings acknowledge a need to secure alternative financing in order to maintain ongoing viability.

While one may want to believe that *anything* is possible, I’d respectfully suggest that it’s not easy to reconcile this information with the impression that has apparently been communicated to Council – namely, that of Pivotal’s being a “*globally recognized business*” planning to occupy a 40,000 ft² research and manufacturing facility employing 75 to 150 hi-tech workers. The fact is that sales of \$300,000/year are what one would more typically associate with a corner convenience store that is struggling to stay afloat.”

Notwithstanding the documentation I’d enclosed with that letter, my impression was that Council’s unwavering belief in Bromont’s promises remained unshaken. And the record is certainly clear that Mr. Montemarano had no hesitation in continuing to play “the Pivotal card” thereafter.

Very much to the point is a letter he sent to Council five months later (in December of 2015) in which he asked the City to front-end the extension of services that would be required in order for the lands that are the subject of the current application to be developed. A copy of that letter is appended hereto as Attachment #1.

In particular I'd draw your attention to the final paragraph of that letter, in which he stated:

"One of our proposed developments was a pharmaceutical filling plant. The initial phase will be a 40,000 square foot facility expected to create about 75 skilled and semi-skilled jobs. The second phase will be 100,000 square feet and 150 jobs. Although this use can proceed in south-east Lindsay under the approved Lindsay Secondary Plan, the approval does not provide sufficient opportunity for the recovery of the cost to bring services to this area. Had we received the commercial approval then Bromont Homes could have financed the cost to do so. The City of Kawartha Lakes has front-ended the cost of extending services into other parts of the urban boundary. We request that it does so for south-east Lindsay so as to permit the pharmaceutical filling plant to proceed at this time."

In bringing forward its current application, Bromont is now dangling a much larger collection of "bright shiny objects" before you in the form of a massive new subdivision -- incorporating high-level commercial and employment uses that carry with them the promise of hundreds-upon-hundreds (if not thousands) of new jobs -- that, according to Bromont's consultants, would be designed to serve as the "Gateway" to Lindsay. Given how mesmerizing this vision is, it's entirely possible that Committee members may have failed to take note of the fact that this current proposal no longer includes any reference to Pivotal Pharmaceuticals.

When Bromont's representatives address\ the *Public Meeting*, I'd urge you to ask why that is.

As for Bromont's new set of "bright shiny objects": Let me respectfully suggest that you consider whether what is being proposed, rather than being a "Gateway", isn't actually intended to function as a "Force Field" -- designed to repel both the travelling public and non-Lindsay residents of the City by enabling them to meet the bulk of their needs without ever having to enter into Lindsay itself.

Needless to say, the applicant's *Retail Market Demand and Impact Analysis* neither identifies nor addresses itself to this potential impact. Assuming that the Committee does not decide to exempt Bromont's market study from being peer-reviewed, this is obviously a concern that the peer reviewer clearly ought to be asked to address.

Sincerely yours,

Marty Stollar

Martyn Stollar
Managing Director



BROMONT
HOMES
"Above and Beyond"

Attachment #1

By Fax to 1 (705) 324-8110

December 7, 2015

Mayor Latham and Members of Council
c/o City Clerk
City of Kawartha Lakes
P.O. Box 9000
26 Francis Street
Lindsay, ON K9V 5R8

Dear Mayor Latham and Members of Council:

Re: Lindsay Secondary Plan

As you know, Bromont Homes has been an active investor in and civic booster of the City of Kawartha Lakes with a focus on South-East Lindsay. We have actively developed where we could such as completing the Country Club Subdivision which included the reconstruction of Logie Street. Our high level of confidence in Lindsay allowed us to front-end the cost of Logie Street and fully service the subdivision prior to sales.

Recently Council rejected our request for commercial permission at Highway 7 and Lindsay Street. We are, of course, disappointed and expect to see our transaction for the commercial portion of our lands to expire. Notwithstanding, we intend to continue to pursue these permissions both at the Ontario Municipal Board where the secondary plans have been referred and through the planning process.

Bromont Homes had begun the planning process first requesting a pre-consultation on August 21st and meeting with staff on November 12th. From that meeting we expected to receive a checklist of submissions required to support the application. However, contrary to usual process, we are now required to submit considerable information prior to getting a checklist. To avoid the further delay resulting from this unusual requirement, we will proceed to submit our planning application.

One of our proposed developments was a pharmaceutical filling plant. The initial phase will be a 40,000 square foot facility expected to create about 75 skilled and semi-skilled jobs. The second phase will be 100,00 square feet and 150 jobs. Although this use can proceed in south-east Lindsay under the approved Lindsay Secondary Plan, the approval does not provide sufficient opportunity for the recovery of the cost to bring services to this area. Had we received the commercial approval then Bromont Homes could have financed the cost to do so. The City of Kawartha Lakes has front-ended the cost of



BROMONT
HOMES
"Above and Beyond"

extending services into other parts of the urban boundary. We request that it does so for south-east Lindsay so as to permit the pharmaceutical filling plant to proceed at this time.

Yours Truly,

Bromont Homes

Saverio Montemarano, President

Cc: Chief Administrative Officer

Director of Planning

Director of Public Works

27-July-2015

To: The Planning Committee
City of Kawartha Lakes
By Email

Re: *Pivotal Therapeutics Inc. and the proposed "Mixed-use Gateway Designation"*

In September of 2012 an article in the *Lindsay Post* reported that a company identified as **Pivotal Therapeutics Inc.** had announced "*plans to move to Lindsay and to be part of the new country club community*". In that same article Bromont Homes had in turn announced that Pivotal – which it described as one of the "*globally recognized businesses*" that Bromont would be drawing to the area – was already "*in the planning stages for an approx. 40,000 sq.ft. hi-technology research and manufacturing facility*" that would, by 2014, provide "*75 hi-tech jobs growing to more than 150*".

The property on which Pivotal Therapeutics would allegedly be locating this facility, of course, was Bromont's parcel on the northeast corner of Highway 7 and Lindsay Street South. According to Bromont, its masterplan for the site also included "*a hotel, training centre, business centre, cinema, adult lifestyle community, retail outlets...*".

A copy of that article is appended hereto ... and I'd urge members of Council to re-read it for themselves.

*

At the time this article appeared I couldn't help but be somewhat amused by these headline-grabbing pronouncements. To begin with:

- The property on which this promised relocation would allegedly be occurring was well outside the *Lindsay Urban Service Boundary*.
- The draft of the proposed new Lindsay Secondary Plan *Land-use Schedule* that had been released just two months earlier had given no indication of an intention to either extend that *Urban Service Boundary* or apply a development designation to that property. In fact it had explicitly indicated the opposite.
- That, in turn, was consistent with the outcome the City's recently-completed *Growth Management Strategy* – based on which, of course, no such extension or re-designation could possibly be justified in the foreseeable future.

As for Pivotal Therapeutics itself: A few minutes of research made it clear that its characterization as a "*globally recognized business*" had perhaps been, shall we say, more-than-a-bit-fanciful.

The upshot was that, at the time, I'd simply dismissed these various "announcements" as nothing more than a bit of self-aggrandizing promotion that Bromont was generating in order to stimulate interest in its *actual* development on Logie Street. Certainly it never occurred to me that anyone at City Hall would take *any* of this seriously – especially after Mr. Sherk confirmed to me that he was well aware that this "grand vision" was nothing but smoke-and-mirrors.

It now appears that I was wrong. My error, however, was *not* in thinking that this was smoke-and-mirrors -- but rather in assuming that no one would have been taken-in by the promise that Pivotal Therapeutics would be relocating to the Bromont property and bringing 75 hi-tech jobs with it.

My wake-up call, of course, came at the May 27, 2015 *Public Meeting*. On that occasion I was in the audience when Mr. Macos, speaking on behalf of Bromont, attempted to make a case for including retail uses in the proposed *Mixed-use Gateway* designation. One of his contentions, as you may recall, was that excluding retail uses would throw the entirety of Bromont's envisioned "gateway development" into jeopardy – including, of course, the relocation of Pivotal Therapeutics.

While I'll confess that my initial reaction had been to stifle a giggle, it quickly apparent to me that Mr. Macos was quite serious ... and that he was clearly expecting his passing reference to the potential loss a "pharmaceutical industry" to have an impact on Council. Moreover, glancing at the faces of around the Council-table made it equally apparent that his expectation had been well-founded. It was at that point, of course, that I recalled the 2012 *Lindsay Post* article; and in doing so I realized that I had obviously erred in not having taken it more seriously at the time.

*

What's been made abundantly clear to me since that May 27th *Public Meeting* is that at least some members of Council apparently view the prospective relocation of Pivotal Therapeutics to Lindsay as a potentially-transformational watershed opportunity for the city. Their belief, I'm told, is that -- over and above the immediate impact of the 75 to 150 hi-tech jobs it would create -- Pivotal's choosing to set up shop in Lindsay would effectively put Kawartha Lakes on the map as a location capable of attracting and accommodating other "*globally recognized businesses*" in the future.

It also appears to be their understanding that the key to securing Pivotal's relocation is Bromont's willingness to make this happen. As such, it's been explained to me that members of Council are simply not willing to put that outcome at risk – which is in turn the primary explanation, I'm advised, for Council's apparent willingness to support Bromont's request to permit retail uses in the proposed *Mixed-use Gateway* designation¹.

As hard as I found this to fathom, I had to acknowledge that it also shed some light on the pattern of otherwise inexplicable decisions that I'd been witnessing over the past few years². I will have more to say about these in due course. For the present, however, I will be focusing my attention solely on the illusion under which members of Council appear to be labouring.

*

¹ Notwithstanding Mr. Holy's having indicated that the inclusion of retail uses is not supportable.

² These "*otherwise inexplicable decisions*" include (to take but a few examples):

- Bromont's having been allowed to construct its Sales Office without first going through Site Plan Approval ... indeed, without having initially even bothered to take out a Building Permit ... and notwithstanding that the Sales Office did not comply with the then-existing zoning on the property.
- Council's having agreed to allow Bromont to construct a 30+ "model homes" in its Logie St. subdivision (even though everyone was fully aware that these were not *actually* model homes) so as to enable Bromont to jump-start home-construction prior to completing the pre-conditions for the issuance of *actual* Building Permits.
- The \$2.0M+ windfall that the previous Council was evidently chomping-at-the-bit to confer on Bromont last fall ... and the somewhat reduced windfall that the current Council insisted on proceeding-with this past April.
- Staff's having accorded priority status to the extension of sewage and water infrastructure along Lindsay St. S. to Highway 7 in the City's current capital forecast – notwithstanding that this extension is outside Lindsay's existing *Urban Service Boundary*.
- The proposed creation of the obviously misnomered "Gateway" designation itself.

As I've already indicated: It appears that members of Council (as well as, perhaps, some others who happened to read that September 2012 *Lindsay Post* article) have had their imaginations captivated by the fantasy that Pivotal Therapeutics is a "*globally recognized business*" that is fully capable of providing at least "75 hi-tech jobs" in conjunction with its establishing a "40,000 sq.ft. hi-technology research and manufacturing facility in Lindsay".

Here's the reality:

Pivotal Pharmaceuticals Inc. is a public company whose shares are traded over-the-counter in both the U.S.A. and Canada³. It was incorporated scarcely more than four years ago. According to its filings its office is located at 81 Zenway Blvd, Unit 10 in Woodbridge.

As a company whose shares are publicly traded, Pivotal is obliged to maintain up-to-date filings – including, of course, detailed *financial reporting* – with the securities authorities on both sides of the border. According to its current compendium of filings on the *Canadian Securities Exchange* website⁴ (a couple of whose extracts I have appended hereto, so that you may confirm this for yourselves):

- Both of the commercial products that Pivotal was set-up in order to bring to the marketplace have in fact been on the market for a number of years.
- Pivotal's total sales in each of 2013 and 2014 was just on the high side of \$300,000 per annum.
- Let me repeat that: Sales for each of 2013 and 2014 was just over \$300,000 a year.
- Both its sales-force and its manufacturing operations are contracted-out (rather than being conducted in-house by employees).
- The bulk of its operating expenses appear to be related to interest on its debt and executive compensation/benefits; the actual payroll figures implied in its filings appear to be relatively modest.
- Its filings acknowledge a need to secure alternative financing in order to maintain ongoing viability.

While one may want to believe that *anything* is possible, I'd respectfully suggest that it's not easy to reconcile this information with the impression that has apparently been communicated to Council – namely, that of Pivotal's being a "*globally recognized business*" planning to occupy a 40,000 ft² research and manufacturing facility employing 75 to 150 hi-tech workers. The fact is that sales of \$300,000/year are what one would more typically associate with a corner convenience store that is struggling to stay afloat.

How is it, then, that for the past couple of years members of Council have not only been allowed, but actually encouraged, to make decisions based on the latter misimpression? After all, it would have taken only a 5-minute *Google* search to pull up the information I've provided you herein (which is, of course, how I obtained most of it). More to the point: There's nothing I've told you that is not already known to at least some members of senior City staff. One can scarcely imagine, accordingly, how (or why) Council was not already aware of this.

*

³ with shares in Pivotal (symbol – PVO) having most recently been changing hands in Canada at a price of \$0.05/share – with typical activity in the range of 2,000 to 10,000 shares a day.

⁴ Which any of you can of course access for yourself at:

<http://www.cnsx.ca/CNSX/Securities/Life-Sciences/Pivotal-Therapeutics-Inc.aspx>

As I've already suggested, my current understanding is that much of the special treatment and benefits that have been conferred on Bromont during the past few years is to be explained, at least in part, by Council's being of the view that the City's over-riding priority must be to secure the relocation of Pivotal Therapeutics to Lindsay. Needless to say, this has in turn led to Councilors' reacting with barely-concealed hostility to the objections and questions that have been voiced by those expressing concerns about this special treatment -- especially, of course, concerns about the costs the City has incurred in conferring it.

This same attitude, of course, has now extended to those expressing opposition to the addition of retail uses to those already proposed for the *Mixed-use Gateway* designation. To me, however, the issue of retail uses is a little more than a distraction. The real question is whether there is any possible justification for creating this proposed "Mixed-use Gateway Designation" to begin with. My submission herein will be that there isn't.

As always, it's helpful to begin by establishing some context:

Council needs to be reminded that this "*Mixed-use Gateway Designation*" had not been included in the initial version of the proposed *Lindsay Land-use Schedule* that was released in July of 2012. In fact, if you review that map you'll see that the Bromont parcel at the intersection of Highway 7 & Lindsay Street was not given any sort of development designation. In understanding why this had been the case, it is to be remembered that:

- The City's *Growth Management Strategy* – which had been approved by Council in September of 2010 and updated by staff in May of 2011 – had clearly documented that the lands it had canvassed were vastly more than sufficient to meet the City's need for both greenfield residential and non-residential development to well beyond the 2031 planning horizon.
- Insofar as the subject Bromont property had not been included in the inventory of lands canvassed in the *GMS*, there was clearly no need to either extend the *Urban Service Boundary* to encompass them or accord them a development designation.
- Consequently the fact that no such designation was applied to the subject Bromont property in the July 2012 *Lindsay Land-use Schedule* was precisely what one would have expected (especially insofar as it is well outside the current *Urban Service Boundary*).

It was, of course, scarcely 2 months after the release of that July 2012 map that the article appeared in the *Lindsay Post* trumpeting the transformational impact that was going to result from allowing development on the Bromont property. As to what occurred thereafter:

- When the next iteration of the *Lindsay Land-use Schedule* was released in April of 2013, it introduced that brand-new *Mixed-use Gateway* designation and applied it to these lands – implying at the same time, of course, an extension of the *Urban Service Boundary* to encompass them.
- The initial draft of the proposed new Lindsay Secondary Plan that came out a couple of months later incorporated a set of policies and permitted uses for that *Mixed-use Gateway* designation that were far more generous than for any other (going beyond even those allowed in the *Central Business District* designation).
- Mr. Macos' June 3, 2015 correspondence (attached) makes specific reference to Bromont's having "*worked with City staff to formulate the requested policies*" for what subsequently became that "*Mixed-use Gateway Designation*". (It also, of course, makes specific reference to "Pivotal Pharmaceuticals".)

In March of 2014, something even more remarkable occurred:

- Staff circulated the initial draft of the proposed “Downtown and Main Streets Community Improvement Plan” that had been prepared with the assistance of the City’s consultant – under which, of course, properties within the identified *Community Improvement Plan* (“CIP”) boundaries would become eligible for various specified forms of financial assistance from the City⁵.
- In the case of Lindsay, both the downtown core and the existing transitional commercial strips on Queen Street and the northern part of Lindsay St. S. were included within *CIP* boundaries – just as one would have fully expected them to be.
- What one would never have expected, however: Both the Bromont property at Highway 7 & Lindsay St. S. and Bromont’s commercial parcel on the southeast corner of Lindsay St. S. & Logie St. were also included in the *CIP* and assigned their own dedicated boundaries.
- What staff were thereby proposing, of course, was that Bromont’s development of these lands was to be made eligible for financial assistance from the City.

Given both the circumstances and context, it would be hard to believe that the remarkable 180° turn-about that occurred in April of 2013 was not somehow related to (what I’ll term) “the Pivotal Therapeutics carrot” that had been dangled in front of Council almost immediately after the release of the July 2012 draft of the *Lindsay Land-use Schedule*.

As for staff’s subsequently proposing that the development of both Bromont parcels be eligible for taxpayer-funded and ratepayer-funded subsidies via their inclusion in the *Community Improvement Plan*: That simply beggars belief.

*

The upshot is that I’m not going to even bother weighing-in on the narrow question of whether retail uses should or should not be permitted on the lands falling within the proposed new “Mixed-use Gateway” designation. I’ll leave that to others.

My own position, by contrast, is essentially generic, being that:

- a. There is no justification for proposing any sort of development designation for these lands at the present time.
- b. There is equally no justification for proposing the extension of Lindsay’s current *Urban Service Boundary* to encompass them.

The fact is that, as previously referenced above, the City’s *Growth Management Strategy* documented that there is already a vastly more than sufficient supply of development-designated land within the existing urban service boundaries to meet the City’s need for both greenfield residential and non-residential development to well beyond the 20-year planning horizon mandated under the *Growth Plan*.

⁵ including, *inter alia*:

- Development Charge Exemptions/Reductions
- Waiving of Planning, Development and Permit Fees
- Waiving of Parkland Dedication (or Cash-in-Lieu)
- Other forms of Tax Increment Grant Funding/Financing

Nor can the foregoing simply be dismissed as being “Mr. Stollar’s opinion”. This very same conclusion is specifically articulated in the “General Amendment” to the CKL Official Plan that *Council itself* approved scarcely 3 weeks ago via the incorporation of the new Section 18.4.3:

“18.4.3 The City recognizes that it has a surplus of designated greenfield land to support future residential and non-residential development, and further acknowledges that it is difficult to reconcile the surplus by phasing-out or de-designating lands with inherent development rights. The City shall therefore retain all existing designated greenfield land and only designate additional greenfield land if justified through a comprehensive Official Plan review, which includes updates to the growth management, transportation, and municipal servicing strategies.”

The upshot is that according any sort of development designation to the subject Bromont parcel at this point would directly contravene Section 18.4.3 -- an explicitly-directory Official Plan provision to which Council (at Director Taylor’s recommendation) chose to accord its approval only three weeks ago.⁶ The same is true, of course, of the proposed extension of Lindsay’s *Urban Service Boundary* to encompass this parcel. And Section 18.4.3 would appear to equally preclude Council’s approving staff’s apparent plan (as reflected in the updated project-list supplied to the Development Charge Study peer reviewer) of having the City undertake the extension of servicing to this parcel (as a public work) over the course of the next few years.

It follows, therefore, that:

- I. The proposed *Lindsay Land-use Schedule* should be amended to remove the proposed “Mixed-use Gateway Designation”, as well as other development designations applied to the lands on Lindsay Street south of the existing *Urban Service Boundary*, and either replace them with a *Future Development* designation (or something of that sort) or simply leave in place the existing designations already established under the existing CKL Official Plan.
- II. The corresponding policies should be excised from the body of the proposed new *Lindsay Secondary Plan* itself.
- III. The proposed *Lindsay Land-use Schedule* should further be amended to identify the *Lindsay Urban Service Boundary* as coinciding with the one on which the City’s existing *Growth Management Strategy* was premised.

Sincerely yours,

Marty Stollar

Martyn Stollar
Managing Director

⁶ With respect to the narrower issue of according retail entitlements to this property, it should be noted that on July 7th Council adopted a further policy that is directly applicable:

“18.4.4 The City recognizes that the Growth Management Strategy (May 2011) did not include a comprehensive review of the commercial hierarchy and until such time that a full commercial lands study is undertaken, the City will generally discourage any Official Plan Amendments that add to the range of permitted commercial land uses for a site and/or create additional commercial lands. When the City has completed a full commercial lands study then the relevant results of the study will be amended into the Official Plan.”

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NEWS LOCAL

Developer says it is attracting good-paying jobs to Lindsay

Tuesday, September 25, 2012 9:53:35 EDT AM



Bromont Homes owner Saverio Montemarano sits in the kitchen of the company's new sales office at Lindsay St. S. and Logie St., which showcases the first phase of The Country Club of Lindsay – a \$30 to \$40 million development - which will see 130 homes backing onto the golf club's fairways. DAVE FLAHERTY/The Lindsay Post

LINDSAY - Bromont Homes says its new Lindsay development is attracting some globally recognized businesses, bringing a variety of well-paying jobs to the area.

In a press release, it said Pivotal Therapeutics Inc. is the first to announce their plans to move to Lindsay and to be part of the new country club community and the overall conceptual master plan.

Pivotal Therapeutics Inc., a specialty pharmaceutical company with a focus on cardiovascular disease and overall health, is in the planning stages for an approx. 40,000 sq. ft. hi-technology research and manufacturing facility in Lindsay. Bromont Homes has announced.

Scheduled for completion in 2014, the company will employ 75 hi-tech jobs growing to more than 150 as the need for qualified jobs arise.

Pivotal CSO, Dr. George Jackowski said "Lindsay is the ideal place for growth and the opportunity to work on Canadian soil is a big plus for us. Lindsay is ideally located with close proximity to all the major GTA hubs and we wanted to find a location for our operations that our employees will want to live, work and play."

The move to Lindsay will not only allow for Pivotal to manufacture, package and distribute from a Canadian location, it will allow for future expansion into other markets, offering services of contract pharmaceutical services for other pharmaceutical products, as well as contract research and development, ensuring that the Canadian market is getting a truly Canadian made product, not only from Pivotal, but from other companies that see the value of a Canadian operation, the release said.

"Owner Saverio Montemarano is not just your everyday developer that comes to a community and builds, then moves on," said Eugene Bortoluzzi, CEO of Pivotal. "He has a conscience, he has a vision, he knows what he wants to develop and he puts the time and effort into making it happen. We don't want to have our operations set in a bedroom community where people commute everyday, Lindsay not only provides the ideal location, it provides the lifestyle that we want our employees to enjoy."

Bromont Homes has seen the need for other local amenities that will complete the conceptual master plan for his housing estate.

They include a hotel, training centre, business centre, cinema, adult lifestyle community, retail outlets and the Lindsay Golf & Country Club in the centre of it all.

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E-mail: nmacos@blacksutherland.com

By Fax to 1 (705) 324-8110

June 3, 2015

Mayor Latham and Members of Council
c/o City Clerk
City of Kawartha Lakes
P.O. Box 9000
26 Francis Street
Lindsay, ON K9V 5R8

RECEIVED

JUN 04 2015

OFFICE OF THE CITY CLERK
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Dear Mayor Latham and Members of Council:

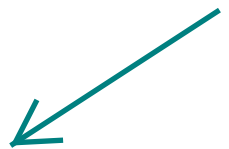
Re: Lindsay Secondary Plan

We are solicitors for the Bromont Group, the owner of lands in south-east Lindsay. Together with our client's planning, engineering and marketing consultants, I deputed at the public meeting held on May 27th. Our detailed comments were set out in correspondence from Bousfields Inc. dated May 26, 2015. We would like to summarize our position and requested action by Council.

The Bromont Group requests that the policies related to the Mixed Use Gateway be reinstated. A copy of these policies as had formed part of the secondary plan proposal until May 2015 is attached for your convenient reference. In support of this request:

- Bromont Group worked with City staff to formulate the requested policies which were publically circulated and subject to comment since the Bromont Group's involvement in the secondary plan process began in early 2012.
- Without notice or consultation with Bromont Group or direction from Council, the Gateway policies were substantially amended by staff to the original failed tourist/highway commercial policies in the Town of Lindsay Official Plan. Environmental constraints were also added without any current mapping or inspection.


- 2 -

- 
- In reliance on the publically circulated policies, Bromont Group made commitments to a broad range of users including Pivotal Pharmaceuticals, Unique Broadband Systems and the Goldman Group to bring high end manufacturing and retail options.
 - The limited gateway uses now proposed by planning staff cannot happen because they will not support the cost of the extension of services to south-east Lindsay.
 - The exclusivity of new retail for one landowner has failed to deliver the anticipated department store.
 - The departure of Target and the repurposing of the space for non-department store retail have provided an opportunity to revisit market demand and recapture.
 - Planning staff has committed to certain commercial policies without the benefit of an up to date market study. Bromont Group has engaged Mr. James Tate of Tate Economic Research Inc. to perform a study in accordance with Section 18.7 of the Official Plan.

Unless the Mixed Use Gateway policies are restored, Bromont Group shall be appealing the Lindsay Secondary Plan at the Ontario Municipal Board and require a complete review of all of the policies set out.

Yours truly,

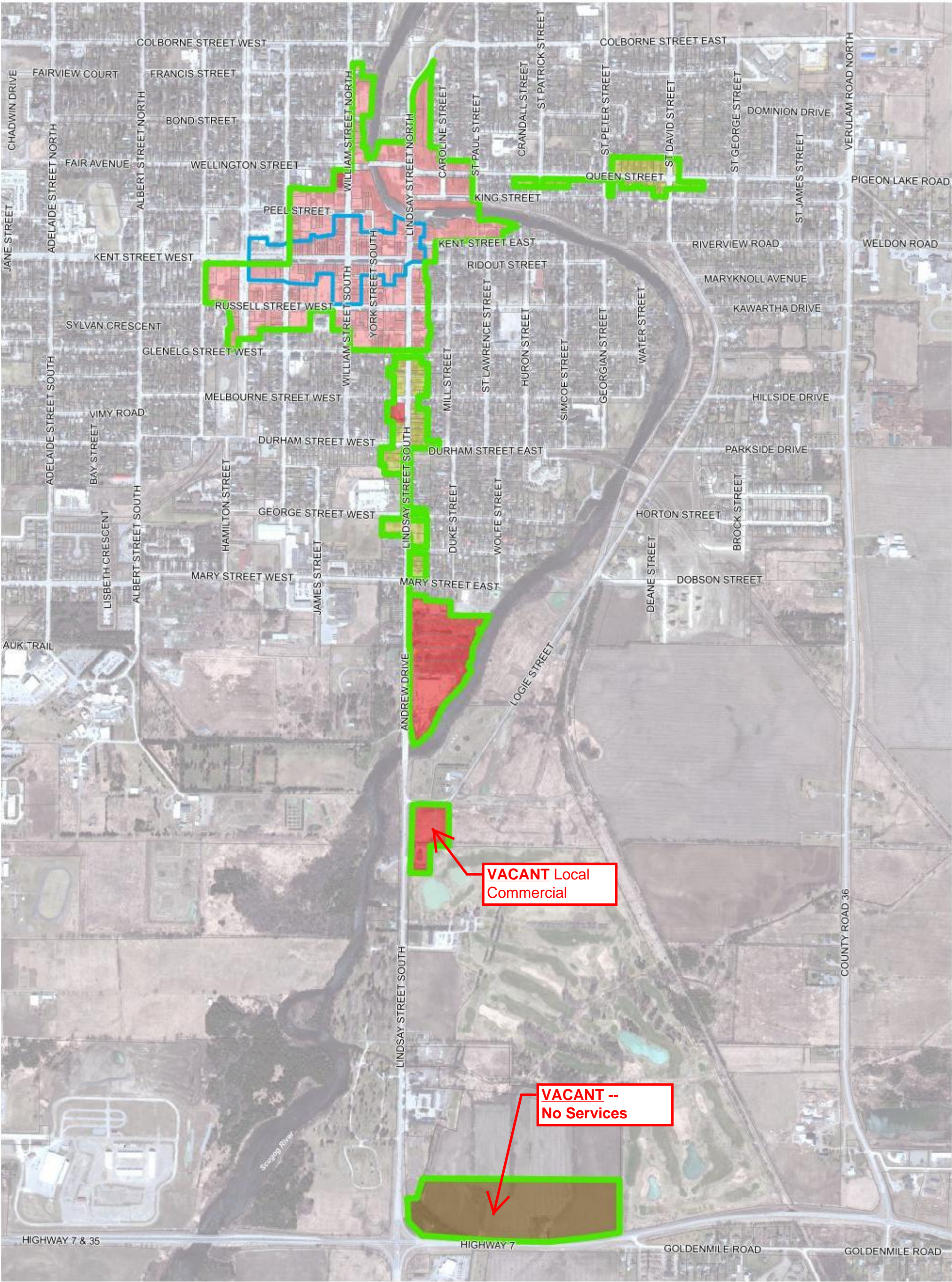
BLACK SUTHERLAND LLP



Nicholas T. Macos

NTM:rcp
Encl.

cc Bromont Homes Inc.





KAWARTHA LAKES

Downtown and Main Streets Revitalization CIP
Lindsay Settlement Area

Schedule 4-1



 Community Improvement Plan (CIP) Boundary

 Business Improvement Area (BIA)



MAP CREATED BY: KP
MAP CHECKED BY: ECRB
MAP PROJECTION: NAD 1983 UTM Zone 17N



FILE LOCATION:
Ottawa Server
G:\CAD\2011\115009\Design_GIS\MXDs

PROJECT: 11-5009 STATUS: DRAFT DATE: 15/07/13

News Release

PIVOTAL THERAPEUTICS ANNOUNCES 2014 FINANCIAL RESULTS

FOR IMMEDIATE RELEASE

APRIL 30, 2015

Woodbridge, Ontario, April 30, 2015 - Pivotal Therapeutics Inc. (OTCQX: PVTTF) (CSE: PVO), a specialty pharmaceutical company with a focus on Omega-3 therapies for cardiovascular disease (CVD) and overall health, announced its operational highlights and financial results for the fiscal year ended December 31, 2014. All dollar amounts referenced herein are in Canadian dollars unless otherwise stated.

"Pivotal's accomplishments in 2014 have been significant, with the right strategic partners and additional capitalization in 2015, investors can look forward to a more realistic valuation of the Company," stated Mr. Eugenio Bortoluzzi, Pivotal's CEO and CFO.

Highlights from 2014

- Received Notice of Allowance on its unique 6:1 EPA:DHA formulation in conjunction with anti-obesity agents for the reduction of body weight in cardiovascular disease patients and diabetics;
- Announced the adjustment of terms, expansion and closing of a debt financing, resulting in gross proceeds of CDN \$7,743,580;
- Presented two posters discussing Omega-3 deficiency and **VASCAZEN**[®]'s unique formulation to correct the deficiency at the American Heart Association's Arteriosclerosis, Thrombosis and Vascular Biology (ATVB) 2014 Scientific Sessions in Toronto, Canada;
- Issuance of U.S. Patent **8,715,648** titled "Formulations Comprising Omega-3 Fatty Acids and Anti-Obesity Agent for the Reduction of Body Weight in CVD Patients and Diabetics";
- Entered into a Memorandum of Understanding to create a Joint Venture with ACGT Corporation in an effort to explore commercial opportunities in China;
- Publication by *PLOS ONE* reporting a study confirming that the **VASCAZEN**[®] formulation is superior to the other existing commercial products in the marketplace in terms of sustained coronary vasodilation (increase of blood flow), which is important for patients with Coronary Heart Disease who have compromised coronary vessels;
- Presented a poster indicating that the chronic intake of **VASCAZEN**[®]'s 6:1 EPA:DHA formulation prevented the development of hypertension and endothelial dysfunction in a rodent model at the 2014 Annual Meeting of the European Society of Cardiology Congress in Barcelona, Spain;
- Publication of the **VASCAZEN**[®]-REVEAL trial showing the positive effects of **VASCAZEN**[®] in the correction of an Omega-3 deficiency in cardiovascular patients is available in the peer-reviewed journal titled *Molecular and Cellular Biochemistry* (MCB) with open public access at <http://link.springer.com/article/10.1007/s11010-014-2132-1/fulltext.html>;
- Received Notice of Allowance for U.S. Patent Application 13/584,480 titled "Statin and Omega-3 Fatty Acids for Reduction of Apolipoprotein-B Levels";
- Received Notice of Allowance for U.S. Patent Application Number 13/584,403 titled "Cholesterol Absorption Inhibitor and Omega-3 Fatty Acids for the Reduction of Cholesterol and for the Prevention or Reduction of Cardiovascular, Cardiac and Vascular Events";

- Announced the creation of a new product line **BeneFishial™** specifically to be sold in the OTC direct to retail or direct to consumer markets. **BeneFishial™** differentiates itself from other OTC products as it is greater than 90% pure and has a unique formulation that is backed by clinical data.
- Announced R&D efforts and resources used to develop reagents for a rapid format point-of-care (POC) diagnostic test that can easily identify patients that are Omega-3 deficient at the physician's office, clinics and pharmacies
- Announced clearance by the French FDA of the clinical evaluation part of the **POMEGA Phase IIa** trial protocol;

Subsequent to Year End

- Received final approval to conduct the **POMEGA Phase IIa** clinical trial with its **PVT-100** drug candidate. **PVT-100** uses **VASCAZEN®**'s proprietary formulation for the stabilization of vulnerable plaque in patients undergoing carotid endarterectomy, a surgical procedure to remove material accumulated in the arteries to reduce the risk of stroke;
- Issuance of two patents, that were allowed during Q4 2014, U.S. Patent Number **8,951,514** related to the combination of **VASCAZEN®** with key cholesterol lowering agents (statins) and U.S. Patent Number **8,952,000** related to the combination of **VASCAZEN®** with cholesterol absorption inhibitors;
- Received Notice of Allowance for U.S. Patent Application Number 13/584,428 related to a kit for the dietary management of cardiovascular patients that includes **VASCAZEN®** and an Omega-3 fatty acid diagnostic assay;
- Executed a memorandum of understanding with Korea Animal Medical Science Institute (KAMSI) and its newly created affiliate for the exclusive sales and distribution of the **BeneFishial™** family of products in Korea;
- Received Health Canada approval to expand the indication of **OMAZEN®** to include products with claims to maintain and support cardiovascular health and normal triglyceride levels.

2014 Financial Review

For the twelve months ended December 31, 2014 the Company reported a loss of \$5.4 million, or \$0.06 per common share, compared with a loss of \$3.0 million, or \$0.04 per common share for the twelve months ended December 31, 2013. Major items contributing to the loss are increases in selling and marketing expenses of \$1,395,593 versus \$1,097,913 in the previous year, stock based compensation of \$1,037,294 versus \$Nil in the previous year and research and development expenses of \$788,316 versus \$454,443.

Sales for the three and twelve months ended December 31, 2014 are \$107,728 and \$306,596 respectively as compared to \$75,859 and \$303,530 for the three and twelve months ended December 31, 2013. While annual sales increased slightly compared to the previous year, fourth quarter sales achieved an increase of 42% compared to the previous year.

The audited consolidated financial statements, accompanying notes thereto and Management's Discussion and Analysis for the year ended December 31, 2014, will be accessible on SEDAR www.sedar.com, CSE www.cnsx.ca under the symbol "PVO" and OTCQX www.otcqx.com under the symbol "PVTTF".

About Pivotal Therapeutics Inc.

Pivotal Therapeutics is a publicly traded (**OTCQX:PVTTF**; **CSE:PVO**), specialty pharmaceutical company with a focus on cardiovascular disease and overall health. Pivotal Therapeutics' lead product **VASCAZEN®** is a prescription only medical food formulated to meet the dietary Omega-3 deficient needs of patients with

cardiovascular disease through elevating Eicosapentaenoic acid (EPA) and Docosahexaenoic acid (DHA) to levels associated with reduced risk of cardiovascular complications. **OMAZEN**[®] is a pharmaceutical grade Omega-3 providing over 90% pure Omega-3 in each capsule for the maintenance of good health. **OMAZEN**[®] is a patented product available for sale and distribution in Canada for the professional market. **BeneFishial**[™] is the first product in Pivotal's new nutraceutical product line, which has been specifically designed to be sold in the OTC direct to retail or direct to consumer markets.

About VASCAZEN[®]

VASCAZEN[®] is currently available in the U.S. as a prescription only medical food specifically formulated for the dietary management of an Omega-3 deficiency in cardiovascular patients. **VASCAZEN**[®] is a >90% pure Omega-3 with a proprietary 6:1 EPA:DHA fatty acid formulation, protected by a series of both U.S. and foreign patents.

VASCAZEN[®] has been clinically shown to correct an Omega-3 deficiency within eight weeks of treatment with positive concomitant effects on the lipid profiles, mainly a 48% reduction of triglycerides and an increase of HDL without negative impact on the LDL-C lipid profile.

About OMAZEN[®]

OMAZEN[®] is Pivotal's second commercial product to market and is available for sale and distribution for the professional over the counter (OTC) market in Canada. **OMAZEN**[®] contains greater than 90% pure, pharmaceutical grade Omega-3 with a unique ratio of EPA to DHA for the maintenance of good health. **OMAZEN**[®], like all of Pivotal's products, is backed by clinical data and scientific support providing a superior alternative to what is currently available on the market.

About BeneFishial[™]

BeneFishial[™] was created as the cornerstone of our new nutraceutical product line, which will include prenatal, children, heart and animal health orientated products. **BeneFishial**[™] is designed to be sold as a nutraceutical in the OTC direct to retail or direct to consumer markets in both the U.S. and in Canada. **BeneFishial**[™] contains the highest content of Omega-3 fatty acids of any other OTC product on the market. It is specifically formulated to give the highest purity, highest anti-inflammatory properties and the best therapeutic effect for a healthy body and mind. It contains the optimal purity, ratio and dose of Omega-3 and is a simple solution to a number of health risk factors.

Disclosure Notice

The information contained in this document is as of April 30, 2015. This press release contains forward-looking statements. Such forward-looking statements are subject to a number of risks, assumptions and uncertainties that could cause Pivotal's actual results to differ materially from those projected in such forward-looking statements. These statements can be identified by the use of words such as "will", "anticipate", "estimate", "expect", "project", "forecast", "intend", "plan", "believe", "project", "potential", and similar expressions with any discussion of future operating or financial performance or events. In particular, factors that could cause actual results to differ materially from those in forward looking statements include the following: Pivotal's inability to obtain additional financing on acceptable terms; growth in costs and expenses; inability to compete with others who provide comparable products; risk that the Company's products will not gain widespread market acceptance; risks relating to the Company's ability to maintain its CSE listing. Forward-looking statements speak only as of the date made and are not guarantees of future performance. The Company undertakes no obligation to publicly update or revise any forward-looking statements contained in this document as a result of new information or future events or developments. The CSE has not reviewed and does not accept responsibility for the adequacy or accuracy of this information.

Company Contacts:

Rachelle MacSweeney
President and Chief Operating Officer
Phone: 905-856-9797
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FORM 7

MONTHLY PROGRESS REPORT – August 2012

Name of CNSX Issuer: Pivotal Therapeutics Inc. (the "Issuer").

Trading Symbol: PVO

Number of Outstanding Listed Securities: 79,453,509 common shares

Date: September 8, 2012

This Monthly Progress Report must be posted before the opening of trading on the fifth trading day of each month. This report is not intended to replace the Issuer's obligation to separately report material information forthwith upon the information becoming known to management or to post the forms required by the CNSX Policies. If material information became known and was reported during the preceding month to which this report relates, this report should refer to the material information, the news release date and the posting date on the CNSX.ca website.

This report is intended to keep investors and the market informed of the Issuer's ongoing business and management activities that occurred during the preceding month. Do not discuss goals or future plans unless they have crystallized to the point that they are "material information" as defined in the CNSX Policies. The discussion in this report must be factual, balanced and non-promotional.

General Instructions

- (a) Prepare this Monthly Progress Report using the format set out below. The sequence of questions must not be altered nor should questions be omitted or left unanswered. The answers to the items must be in narrative form. State when the answer to any item is negative or not applicable to the Issuer. The title to each item must precede the answer.
- (b) The term "Issuer" includes the Issuer and any of its subsidiaries.
- (c) Terms used and not defined in this form are defined or interpreted in Policy 1 – Interpretation and General Provisions.

Report on Business

1. **Provide a general overview and discussion of the development of the Issuer's business and operations over the previous month. Where the Issuer was inactive disclose this fact.**

Over the previous month, the Issuer received the 1st tranche from the CDN \$5 million private placement it entered into with a US Institutional Fund; Crossover Healthcare Fund LLC, an Affiliate of Summer Street Research Partners. These funds are being used for the further commercialization of its lead product **VASCAZEN™**. It is now available through prescription in a vast majority of pharmacies throughout the US and is receiving partial reimbursement from a growing number of the nations largest private insurers. VASCAZEN™ is a prescription only medical food for the aid in the dietary management of Omega-3 deficient cardiovascular disease patients. Additionally, the Issuer exhibited at two Medical trade shows: The 17th World Congress on Heart Disease in Toronto and the European Society of Cardiology Congress 2012 in Munich, Germany. A scientific study presented at both shows demonstrated that VASCAZEN™'s unique formulation was superior to other existing commercial products in increasing blood flow in arteries.

2. **Provide a general overview and discussion of the activities of management.**

Management has continued to work and deliver on the objectives laid out in the business plan to commercialize VASCAZEN™ and increase shareholder value. Management is happy to report that prescriptions for VASCAZEN™ are being written, filled and partially reimbursed in the US. Management has also entered into a subscription agreement with Crossover Healthcare Fund LLC, an Affiliate of Summer Street Research Partners, and has received the 1st tranche of the CDN \$5 million private placement. The proceeds will be used as working capital to build sales of the company's lead product VASCAZEN™.

3. **Describe and provide details of any new products or services developed or offered. For resource companies, provide details of new drilling, exploration or production programs and acquisitions of any new properties and attach any mineral or oil and gas or other reports required under Ontario securities law.**

This item is not applicable to the Issuer for the month of August 2012.



For the year ended December 31, 2011
ANNUAL REPORT

Pivotal Therapeutics Inc.

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- November 24, 2011 – expansion of the Board of Directors with the appointment of Mr. John Gebhardt. Mr. Gebhardt has worked for over thirty years in the US financial and securities industry and most recently was Managing Director at Knights Capital Markets in New York;
- December 5, 2011 – the Canadian Natural Health Products Directorate (“NHPD”) concluded that OMAZEN™, a second product for the Company, is in compliance, pursuant to Section 7 of the Natural Health Products Regulations, and issued license NPN 80028433 allowing for the sale of such product in Canada;
- February 22, 2012 – the Company files for five international patent filings covering 142 countries;
- February 29, 2012 – the Company’s presentation at the 61st Annual Scientific Session and Expo of the American College of Cardiology,
- March 8, 2012 – Standard and Poors Capital IQ’s Market Access Program begins coverage of the Company.

GOAL

Pivotal is focused on the optimization, clinical refocusing and market development of an established product. By avoiding target discovery, the Company thereby bypasses the long and costly process of concept-to-commercialization clinical trials. VASCAZEN™ and OMAZEN™ are being manufactured by a third party contract manufacturer familiar with the manufacturing of Omega-3 capsules and operating a Food and Drug Administration (“FDA”) regulated, Good Manufacturing Practice (“GMP”) facility, thus mitigating the costs and risks associated with the manufacturing process. The Company intends to have VASCAZEN™ commercialized through the utilization of a contract sales force’s established specialty care sales team, thereby reducing the time to market and the time it will take for Pivotal to realize revenues. VASCAZEN™ is being commercialized in the United States (US) as a prescription only medical food formulated to meet the dietary Omega-3 deficient needs of patients with cardiovascular disease through elevating EPA and DHA to levels associated with reduced risk of cardiovascular complications. OMAZEN™ is being commercialized in Canada for the maintenance of good health through elevating Omega-3 fatty acid levels. The details surrounding the commercialization strategy for OMAZEN™ are still being finalized.

The benefits of Omega-3 are well established and endorsed by the American Heart Association for its use in the prevention of cardiovascular events in patients with coronary heart disease. Pivotal’s medical food strategy is designed to position VASCAZEN™ as the pre-eminent Omega-3 product, and to differentiate it from the many over-the-counter supplements available. The differentiation will be driven by: (i) the lead product’s unique EPA:DHA ratio, (ii) its anti-inflammatory properties, (iii) its high purity, (iv) the implementation of a far-reaching intellectual property strategy, (v) the physicians who will be targeted and (vi) Pivotal’s strategy for monitoring Omega-3 blood levels. Cardiovascular disease has a high inflammatory component. Pivotal’s high purity product enriched with high EPA and a specific level of DHA is capable of managing the underlying metabolic processes of the cardiovascular system to restore the proper metabolic balance of inflammatory metabolites to reduce the inflammatory response at the cell membrane level, and thereby promote normal physiologic function and cardiac protection in patients with coronary heart disease. Pivotal is pursuing reimbursement through negotiations with managed care providers for both its product and monitoring tools.

STRATEGY

Pivotal's strategic commercialization of its lead product, VASCAZEN™, encompasses the following eight concurrent activities:

1. Secure the Supply of Oil,
2. Contract Encapsulation,
3. Develop and File Intellectual Property,
4. Source and License Diagnostic Testing,
5. Conduct Marketing Clinical Trial,
6. Branding, Packaging and Labeling,
7. Hire Contract Sales Force,
8. Product Launch of VASCAZEN™ and OMAZEN™.

Secure the Supply of Oil – Manufacturing Capability

There are a limited number of organizations that can provide a high purity, pharmaceutical-grade Omega-3 oil. Pivotal has entered into an exclusive arrangement for a source of Omega-3 oil with the required ratio and purity from a reputable internationally based company, with a well-established source of Omega-3 and GMP and pharmaceutical grade manufacturing capabilities. The oil manufacturer has the capacity to meet the production requirements anticipated by Pivotal.

Contract Encapsulation

Pivotal has entered into arrangements with two encapsulators who are currently manufacturing Pivotal's omega-3 products. These encapsulators are experienced with the special requirements and material-handling issues involved in producing a high quality product in a GMP FDA regulated environment. Alternative supply arrangements afford the Company flexibility and excess capacity to meet anticipated future customer demands.

Develop and File Intellectual Property

The Omega-3 patent field is crowded, with at least one dominant player focused on its own specific EPA:DHA ratio (that differs from the Company's ratio). Based on an extensive patent review, however, Pivotal believes that its unique formulation allows for freedom-to-operate. On February 22, 2012 Pivotal filed five international patent applications under the Patent Cooperation Treaty ("PCT"), directed towards its novel lead product VASCAZEN™, and combinations thereof with certain cardiovascular treatment agents. A PCT application has the effect of a national application for a patent in any of 142 designated PCT countries, including the United States of America, and thereby secures patent pending status for VASCAZEN™.

Utilization of a Diagnostic Test

Pivotal has combined a unique diagnostic monitoring strategy with VASCAZEN™ to analyze the fatty acid composition of blood, including EPA and DHA, to determine a patient's risk of developing cardiovascular disease or dying from a cardiovascular related event. This diagnostic test will assist physicians in the identification of the correct population, those individuals deficient in EPA and DHA, and permits monitoring of patient compliance and effectiveness of VASCAZEN™, in addition to providing confirmation that the patient should be taking the product and that the product is effective and working as intended.

Conduct Marketing Clinical Trial

A clinical trial involving cardiovascular patients is currently underway and will be completed in 2012, using VASCAZEN™, and will form the basis of a dossier of information to assist Pivotal's contract sales force. The clinical trial patients will be provided with a fixed daily dosage of VASCAZEN™ for a specified period of time and the data will be analyzed. Throughout the trial, the patient's blood levels of EPA and DHA will be measured. The results of the clinical trial will assist physicians and patients to make informed decisions regarding the benefits of taking VASCAZEN™.

Hire Contract Sales Force

On October 6, 2011, the Company announced that it had engaged Phoenix Health Care LLC ("Phoenix") as its contract sales force provider. Phoenix is responsible for the recruitment and development of a dedicated contract sales force to assist in the commercialization of Pivotal Therapeutics' lead therapeutic, VASCAZEN™. This is a very important aspect of Pivotal's marketing plan for VASCAZEN™, because it improves time to-market and minimizes additional costs and delays through the utilization of an experienced contract sales team. On January 2, 2012 the contract sales force initiated the commencement of sales activities in the United States. Future plans include that expansion of the sales force in an effort to broaden geographic coverage.

Product Launch of VASCAZEN™ and OMAZEN™

Pivotal officially introduced its Company at the Canadian Cardiovascular Congress Vancouver 2011 Conference and launched VASCAZEN™ at the American Heart Association's Scientific Sessions 2011, in October and November respectively.

On December 5, 2011 the Canadian Natural Health Products Directorate ("NHPD") concluded that OMAZEN™, a second product for the Company, is in compliance, pursuant to Section 7 of the Natural Health Products Regulations, and issued license NPN 80028433 allowing for the sale of such product in Canada.

PRINCIPAL PRODUCTS

Pivotal's lead product, VASCAZEN™, is a >90% pure, proprietary EPA:DHA fatty acid formulation, protected by a series of both issued and pending US and foreign patents and commercialized as a prescription only medical food. This unique formulation will provide the cornerstone upon which a family of cutting edge combination products, with efficacy across a broad spectrum of cardiac care, will be commercialized. VASCAZEN™ is currently being sold in the US market as a prescription medical food formulated to meet the dietary Omega-3 deficient needs of patients with cardiovascular disease.

Pivotal's second product, OMAZEN™, is a >90% pure, proprietary EPA:DHA fatty acid formulation being commercialized for sale and distribution in Canada for the maintenance of good health through elevating Omega-3 fatty acid levels. The unique formulation and dosage will be available to patients and consumers who realize the health benefits of Omega-3 supplementation with a quality product.

Credit Risk

Credit risk is defined as the risk that one party to a financial instrument will cause a financial loss to the other party by failing to discharge an obligation. Substantially all the Company's cash is held with major financial institutions in Canada and management believes the exposure to credit risk with such institutions is not significant.

General and Industry Risks

The Company's financial success may be dependent upon the extent to which it can develop, market and distribute its first lead product, VASCAZENTM.

Competition

The pharmaceutical/health care industry is intensely competitive in all of its phases, and the Company will compete with many companies possessing greater financial resources and technical facilities than the Company.

Additional Funding Requirement

The Company will require additional capitalization to further manufacture and market its products, and to continue protection of its intellectual property portfolio. While the Company believes its current capital resources and the proceeds from the exercise of its warrants will be sufficient to meet most of its capital requirements, the Company will likely need to raise additional funds to support its long-term product development and commercialization programs. The Company offers no assurance that the required funding will be secured or, if secured, will be on reasonable terms.

Capital

The only source of future funds presently available to the Company is through the sale of equity capital or the assumption of debt. There is no assurance that such sources of financing will be available on acceptable terms, if at all. If the Company seeks additional equity financing, the issuance of additional shares may dilute the interests of their current shareholders. Failure to obtain such additional financings could result in delay or indefinite postponement of the Company's strategic goals.

No History of Earnings or Dividends

To date, the Company has no history of earnings, and there is no assurance that the Company will generate earnings. The Company has not generated any revenues from the sale of products and accordingly has not made an operating profit. The accumulated deficit as at December 31, 2011 was \$3,992,917. It is anticipated that the Company will continue to experience operating losses in the short run until commercial sales have been achieved. There can be no assurance that the Company will ever achieve significant revenues, profitable operations or provide a return on investment in the future. The Company has no plans to pay dividends for the foreseeable future.

Potential Profitability Depends Upon Factors Beyond the Control of the Company

The potential profitability of the Company is dependent upon many factors beyond the Company's control. Profitability also depends on the costs of operations, including costs of labor,

and enforceable if challenged or that any patent will provide the Company with a competitive advantage. In addition, others may have filed patent applications and may have been granted patents or otherwise obtained proprietary rights to technologies potentially useful to the Company. The extent to which the Company may be required to modify its products by reason of the rights asserted by others is also unknown. There is no assurance that the Company's proprietary technology will not be circumvented through adoption of a competitive though non-infringing process or product. The cost of enforcing the Company's patent rights, if any, in lawsuits that the Company may bring against infringers or defending itself against infringement charges by other patent holders may be significant and could limit the Company's operations.

Manufacturing Capabilities

The Company is a development stage Company with no existing manufacturing capabilities and is reliant upon entering into supply and manufacturing agreements with third parties for the manufacture of product. There can be no assurance that the Company will be able to manufacture or negotiate agreements to manufacture any products on a cost effective basis.

Limited Supply

There are a limited number of potential suppliers of highly purified Omega-3 for the Company's products. There can be no assurance that the Company will be able to lock up supply from these organizations for any significant length of time nor is there any assurance that the supplier will be able to supply all the oil required by the Company.

Dependence on Single Product Line

Although the Company anticipates developing other products, its operations are currently restricted to the development of its lead product, VASCAZEN™. In the event the Company is unable to market such products for any reason, it would be materially adversely affected.

Sales and Marketing

The Company has no history of selling, marketing or distributing any products. In order to market any of its products, the Company has pursued a strategic alliance with a third party in the medical sales field who can contribute specific expertise in such areas as marketing, sales and customer support. There can be no assurance that the third party's sales or marketing efforts will be successful. With the Company relying on a third party to market and distribute its products, the commercial success of such products may be outside of the Company's control.

29-June-2017

To: The Planning Advisory Committee,
City of Kawartha Lakes

Re: *Application by Bromont Homes Inc. to amend the City of Kawartha Lakes Official Plan to permit additional uses on the lands comprising a portion of the Northeast Quadrant abutting the intersection of Highway 7 and Lindsay Street South.*

Staff Report PLAN2017-048

Supplement to my letter dated June 26, 2017

In my earlier correspondence to the Committee I had specifically allowed for the possibility that that my initial comments might need to be supplemented once the staff Report was released. That has indeed turned out to be the case. The two topics on which I would add further comments are those of Official Plan conformity and Servicing.

1. The Subject Application Does Not Conform with the CKL Official Plan

While my previous letter had pointedly addressed itself to the issue of the application's prematurity, it failed to zero-in on the fact that approval of the applicant's request for Large Format Retail uses would conflict with the CKL Official Plan.

To Mr. Holy's credit, his staff Report made specific reference to the applicable policy conflict. Unfortunately, however, he did so only in passing. More to the point: He failed to revisit this issue in the "Planning Comments" section of the Report. I'd therefore provide the needed elaboration herein.

Beginning at the bottom of page 7 Mr. Holy provides a one-paragraph summary of some of the applicable policies in Section 18.7 of the CKLOP – being the section that carries the heading "Large Format Retail Use and Shopping Centres".¹ In doing so, one of the policies he references is the one set out in Section 18.7.2, which reads as follows:

18.7.2. Shopping centres and large format retail use will be directed to areas covered by a Secondary Plan and shall be on full municipal services.

Insofar as Bromont is requesting permissions for Large Format Retail uses, it is of course self-evident that Section 18.7.2 is intrinsically applicable to the subject application.

¹ For your ease of reference, I'm enclosing the applicable extract from the CKLOP

To be clear: Had it been intended to be less categorical and exclusionary, Section 18.7.2 could easily have been formulated to say that a “*large format retail use should be directed to areas covered by a Secondary Plan*” ... or that “*large format retail uses shall be encouraged to locate in areas covered by a Secondary Plan*”. What is clear, of course, is that the CKLOP did not opt for either of those formulations – or anything similar.

Instead, what it specifies is that a “*large format retail use will be directed to areas covered by a Secondary Plan*”.

As for how this applies to the subject application:

The area in which the Bromont property is not located within the area encompassed in the existing Lindsay Secondary Plan (i.e., the Town of Lindsay Official Plan) – nor, of course, in any other secondary plan.

Accordingly it follows that the clear and specific policy set out in Section 18.7.2 of the CKL Official Plan precludes Council from approving Bromont’s request for Large Format Retail uses on the subject property.

To be clear: Bromont, in formulating its application could obviously have opted to incorporate a request to either amend the provisions of Section 18.7.2 or delete that section. Presumably Bromont had reasons for choosing not to do so. Having made that choice, however, it cannot deny that its application is inherently subject to that Section’s provisions.

It would be my expectation that Bromont’s representative will now claim to have relied on the fact that these lands are indeed “covered” in the replacement *Lindsay Secondary Plan* that Council adopted on June 27th. That, however, is a red herring.

To begin with, I can again assure you that that replacement Lindsay Secondary Plan is going to be appealed in its entirety; and until the expiration of the appeal period it has no status. Accordingly the only secondary plan against which Section 18.7.2 can be applied is the existing Lindsay Official Plan – which, of course, does not “cover” the subject lands.

Moreover, even if the proposed new *Lindsay Secondary Plan* were in fact the governing one, that wouldn’t solve Bromont’s problem – insofar as that document incorporates policies that equally preclude approval of Bromont’s requested amendment.

The upshot is that approval of the Bromont application would not comply with the policies of the CKL Official Plan as it currently exists; and it would equally not comply even if the replacement Secondary Plan approved by Council on June 27th were already in effect (which, of course, it is not).

That being the case, it remains my submission that there is no need to have convened a Public Meeting in relation to this application; and there is equally no justification for burdening staff by referring it back to them for further review and processing. Instead, the Committee’s Recommendation ought to be that Council simply turn down the application.

2. The “Servicing Comments” are Misleading

In my earlier letter I’d already raised the issue of the subject property’s lack of entitlement to urban servicing.

I’d now refer to you to page 10 of Report PLAN2017-048 where, under the heading “Servicing Comments”, it is stated that:

“The development is proposed to be serviced by the extension of full municipal water and wastewater services from their current locations at Logie and Lindsay Streets. The servicing for the southeast area has been identified in the City’s Development Charge Study and can be completed either as a City initiated project between now and 2031 planning horizon or as a developer driven project. If developer wishes to proceed with the project in advance of the City’s timeframe, the developer would front end the cost extend the water and sanitary servicing under a cost recovery mechanism in accordance with the City’s Development Charges study.”

I won’t bother reminding you that the subject lands are located well outside the existing Lindsay Urban Servicing Boundary – and, as such, have no entitlement to the full municipal services that are identified in Section 18.7.2 of the CKLOP as being a pre-requisite for the property’s being permitted to house a Large Format Retail use.

Rather I would merely point out that referenced reliance on “*the City’s Development Charge Study*” as the underlying mechanism for providing those services is itself unwarranted at this time.

What the *Engineering and Asset Management Department* has failed to mention, of course, is not only that both the 2014 and 2015 DC By-laws are currently under appeal, but also – and even more to the point -- that the inclusion of the referenced extension of services to the subject property is specifically being challenged in both of those OMB proceedings.

Accordingly, until those appeals are adjudicated it will remain undetermined as to whether “*the servicing for the southeast area*” will actually end up being “*identified in the City’s Development Charge Study*”.

The upshot is that there was no warrant for Engineering’s having confidently asserted that this DC-funded servicing mechanism would be available. At very minimum, in formulating its comments, it was under an obligation to have ensured that Council was aware that there was, at minimum, some intrinsic uncertainty in this regard.

Sincerely yours,

Marty Stollar

Martyn Stollar
Managing Director

18.6.6. The conversion of lands within the Employment Areas to non-employment uses shall only occur through a municipally initiated comprehensive review of this plan. Notwithstanding, the conversion of Employment Areas that are downtown areas or regeneration areas shall be subject to Policy 1.3.2 of the Provincial Policy Statement.

18.7. LARGE FORMAT RETAIL USE AND SHOPPING CENTRES

18.7.1. An amendment to this Plan or a Secondary Plan will be required for the development of a new shopping centre, large format retail use or major extension of either one.

18.7.2. Shopping centres and large format retail use will be directed to areas covered by a Secondary Plan and shall be on full municipal services.

18.7.3. When considering applications to establish a shopping centre or large format retail use in excess of 3,000 square metres of gross floor area, the following shall be submitted and approved by the City:

- Retail Market Analysis Study;
- Traffic Impact Study and the proponents should be responsible for any highway or municipal road improvements identified in the traffic impact studies for such development;
- A Functional Servicing Study;
- Plan showing the buildings, parking, access and landscaped area and surrounding land uses.

18.7.4. The above will also apply to a major enlargement of an existing large format retail use or shopping centre. A major enlargement means an increase of 3,000 square metres or more of gross floor area.

18.7.5. In evaluating applications to permit these uses, the following criteria shall be assessed:

- An evaluation of the Retail Market Study to demonstrate the need for the proposal and the anticipated impact on existing commercial uses within the retail trade area;
- Availability of access to an arterial or collector road or Provincial highway with appropriate capacity to handle traffic generated by the proposed uses;
- Traffic impacts on adjacent land uses;
- Adequacy of proposed accesses and the impact of the proposed use on the operation of the municipal and Provincial road networks, where appropriate and applicable;
- Degree of compatibility and potential impacts of the proposed use on adjacent lands; and
- The adequacy of municipal sanitary sewer, water and stormwater management facilities.

This
Section
Under
Appeal.
See
Appendix
K

03-July-2017

To: The Planning Advisory Committee,
City of Kawartha Lakes

Re: Staff Report PLAN2017-049 (Agenda Item 7.4)

-- the reference on page 8 to Staff's intention to implement the Task Force's recommendation that the authority to approve Subdivision Agreements and authorize their execution be delegated to the Director of Development Services and the Mayor.

In Report PLAN2017-049 Director Marshall provides a brief overview of the implementation status of a number of the *Planning Approvals Task Force* recommendations. On page 8 he makes specific reference to one of the recommendations that has not yet been implemented:

VI. Delegation of Authority

In order to help reduce redundancy and application processing time, the Task Force recommended that the Director of Development Services and the Mayor be given delegated authority in the draft plan approval motion by Council to execute the subdivision agreement once conditions of Draft Plan Approval are met. Presently, this subdivision agreement must be presented to Planning Committee and Council after the conditions of Draft Plan Approval are met, which can add approximately two months to the subdivision process.

-- Staff has not been able to complete this recommendation as there was an OMB case related to this step in the subdivision process that needs to be researched before this delegation of authority can be adopted by Council.

The Director's comments appear to suggest that it is still his intention to find a way to actually implement this proposal. For reasons that will be addressed herein, as well as during my scheduled deputation, this both troubles and confuses me.

*

I'm going to respectfully suggest that the recommendation itself makes clear how badly-briefed the Task Force had been in relation to this matter – and accordingly points to not only how ill-advised but also how ill-conceived such a delegation of authority would be.

As noted, the Task Force had proposed that the Director and Mayor be delegated the authority "to execute the subdivision agreement once the conditions of Draft approval are met".

Let's begin with the basics:

A subdivision agreement is not executed by the Director and Mayor, but rather by the Mayor and Clerk.

- Evidently staff did not bother to inform the Task Force of this.

More to the point: It is not, and has never been, a pre-requisite for the execution of a subdivision agreement that "the conditions of draft approval be met".

Rather, the execution of a subdivision agreement is itself one of those Conditions of Draft Approval. Moreover it is typically completed at a point in the process at which some of the other Conditions are still awaiting finalization.

The *actual* step that presupposes all of the Conditions' having been met is not the execution of the subdivision agreement but rather the signing of the Final Plan – which is an authority that has long-since been delegated to the Director.

- Evidently the Task Force, prior to formulating its recommendation, had not been properly briefed on the existing process that it was proposing to modify.
- Accordingly it may be taken for granted that the Task Force did not realize that implementation of this recommendation would actually (and unnecessarily) slow down the process – by making the meeting of all of the other Conditions of Draft Approval a pre-requisite for the execution of the Subdivision Agreement.
- It would equally appear that the Task Force had not been briefed on the commitment that Council had made in the OMB case to which Director Marshall makes oblique reference – notwithstanding that the Minutes of Settlement in which the City made that commitment had been executed long before the Task Force was even constituted.

Given that the Task Force had self-evidently not been properly briefed on the existing processes and constraints, I feel safe in taking it for granted that it had likewise not been briefed on the rationale for the procedures that are currently in place. It is accordingly worth reminding the members of the Committee of the following:

Early in the history of the City of Kawartha Lakes, Council had decided to delegate the authority to approve subdivision agreements to the Director of Public Works; and the Mayor and Clerk were authorized to execute such agreements (along with the Director) based simply on the Director's say-so.¹

In 2009 the then-CAO, Ms. Reynolds, was provided with detailed information documenting abuses of that delegated authority – including documentation of quid-pro-quo dealings between the then-Manager of Engineering and at least one developer, as well as of the City's financial losses and liability exposures that resulted from those dealings.

These abuses were subsequently further detailed and further documented in a formal report prepared by a private investigator who had been retained by the Council, as well as in the City's pleading in a subsequent court case involving one of the developers who had benefited from these abuses.²

The private investigator's report was submitted to Council in Closed Session on January 19, 2010. The following day the Manager of Engineering and the Director of Public Works were summarily terminated.

A few weeks later, on February 16, 2010, Council directed (via CR2010-223) that, on a go-forward basis, "*Subdivision Agreements be reviewed at the Planning Committee meetings for recommendation to Council*". Council's acknowledged intention to was to

¹ . It is to be noted that such a delegation of authority was contrary to the long-established practices in the vast majority of municipalities, which typically require Council review and approval of a subdivision agreement.

² Committee members who are interested in those details can presumably obtain copies of both the investigator's report and the City's pleading from the Clerk's office

put in place safeguards that would prevent the sorts of abuses that had been documented as having occurred during the previous three years.

It is no secret, of course, that I myself had strongly supported Council's reclaiming its exclusive authority to approve the finalization and execution of subdivision agreements – notwithstanding that Council's doing so at that particular point in time would have the effect of delaying the approval of my own company's then-pending subdivision agreement by a month.

What is equally no secret, however, is that during Mr. Taylor's subsequent tenure as Director of Development Services the safeguards that Council had tried to put in place ended up, bit by bit, being undermined. By September of 2013 his department had already adopted procedures and practices that enabled them to effectively circumvent Council's 2010 direction – the result being that, for all intents and purposes, staff have already appropriated a *de facto* delegation of subdivision agreement approval authority.

If the Committee has any doubt in this regard, it need consider only the following:

- Only in the rarest of cases have the Committee and Council been permitted to review an actual completed version of a proposed subdivision agreement.
 - Instead they have typically been provided with only an incomplete draft ... and then asked to approve a Recommendation that a final agreement "substantially in the form" of the draft agreement appended to the staff Report "*be approved and adopted by Council*".
 - The upshot is that, in each such instance, Council has agreed to approve and adopt a subdivision agreement that it has never actually seen (and never will see).
 - More to the point: In numerous instances, once Council had issued its approval, staff thereafter exploited the wiggle-room accorded by the qualification "substantially in the form" to then make substantive changes to the terms of that agreement prior to its execution. In some cases those changes amounted to completely reversing certain key financial terms that had been incorporated into the draft agreement that had been submitted to Council. Moreover, it is a matter of record that in at least some (if not all) such instances, the Director failed to inform the Clerk of these changes prior to asking her to execute the revised subdivision agreement.
- It is equally to be noted that on two occasions – one in September of 2013 and the other in December of 2015 – senior staff sought and obtained approval for bypassing Planning Committee's review of an agreement prior to its going to Council. The claim was that this was necessary in order to prevent the agreement's execution from being delayed -- which, it was claimed, would in turn prevent the developer from meeting its home-construction timetable.

What is further to be noted is that in each of these instances the beneficiary of this accelerated processing was Bromont Homes. In this regard it is also worth noting that:

- Over the years Bromont has had only two (2) subdivision agreements processed and approved. Neither of them was required to conform to the procedure that has been in effect for everyone else since February of 2010.
- In each of these instances, subsequent to Council's having rubber-stamped the incomplete draft agreement that had been presented to it, staff then proceeded to make major alterations to its financial terms -- these changes being to Bromont's benefit and the City's detriment. Moreover, in at least one instance those alterations

included a change that explicitly contravened the governing legal authority. *[I will elaborate on this below.]*

- As to the alleged grounds on which staff had based their request for taking these agreements straight to Council, the subsequent record makes it clear that there was in fact no such need:
- The proposed agreement for Bromont's Country Club subdivision was not presented to Planning Committee for review. Instead, as recorded in the Minutes of that Committee's September 11, 2013 meeting:

"Director Taylor provided a verbal report on the Draft Subdivision Agreement - Bromont Homes. He stated that this agreement process is approaching its end and that, in order to move forward, staff is recommending that the final Draft Subdivision Agreement be forwarded directly to Council at the September 24, 2013 Council meeting. He noted that the Draft Subdivision Agreement follows the City's standard development agreement template. Director Taylor advised that this verbal report is being presented to address a matter of procedure."

Planning Committee agreed to the Director's request. And Council then approved and adopted the Bromont agreement at its September 24, 2013 meeting.

What is to be noted, however, is that the Bromont subdivision agreement (which by then had undergone major revisions) was not actually executed until December 13, 2013 -- being almost three months later.

The upshot, of course, is that there had been more-than-ample time for this agreement to have been reviewed by Planning Committee (and then Council) in October – by which time, of course, there would have been no excuse for its not being in final form. Evidently it had simply been preferred that this not be allowed to occur.

- As it happens, the circumstances relating to Bromont's second subdivision proved to be even more egregious.

The Minutes of the December 2, 2015 Planning Committee meeting indicate that a draft version of the staff report and agreement was provided to the members the day before the meeting; and it is further indicated that the proposed Schedule "D" was only circulated at the meeting itself. Obviously this afforded the Committee no opportunity to actually review these documents

The Minutes then state that, in support of his request that the incomplete draft agreement go directly to Council for approval:

"Acting Director Rojas stated that the developer's request is driven by the demand for home sales, noting that the developer anticipates being fully built out by spring of 2016 and the timely approval of this Subdivision Agreement will give them an additional 25 units to carry their home sales through to the end of next year."

Council in turn granted this request and accordingly approved the draft agreement that was submitted to it by Director Rojas on December 8, 2015.

To be clear: Mr. Rojas' stated justification for by-passing standard procedure was the need to enable Bromont to actually complete development of the subdivision and home construction in 2016.

In point of fact, however, that subdivision agreement was not actually executed until December 16, 2016 – being more than a year later!

It goes without saying, therefore, that there had been no need for the agreement to be approved in December 2015. The claim of urgency appears to have been nothing more than a contrivance designed to circumvent the Council's February 2010 direction.

Before continuing with this narrative, it would seem appropriate to take note of a recent subdivision agreement that was actually processed in accordance with Council's 2010 directive:

The subdivision agreement for Mason Homes' Cloverlea III subdivision was properly circulated to and reviewed by the Planning Committee at its October 14, 2015 meeting

That agreement was then duly approved and adopted by Council -- without the "wiggleroom" qualification that had been included in the Bromont resolutions -- at its October 27, 2015 meeting.

That subdivision agreement was then executed on January 8, 2016 -- being more than 2 months after its processing by Planning Committee and Council had been completed.

My point?: Taken together, all three examples suggest that, at minimum, one should be extremely skeptical about Director Marshall's claim that requiring a subdivision agreement go to Planning Committee and Council for approval prior to being executed "*can add approximately two months to the subdivision process*". It's self-evident, after all, that in none of the three cases that I've cited above would the agreement have been executed any earlier if this procedure had not been in place.

The upshot is that Director Marshall's claim in this regard is not only baseless, it's counterfactual.

Nor, to be frank, would it matter if preserving Council's approval authority over subdivision agreements did in fact cause a delay in the registration process. My submission is that that would in no way warrant or justify jettisoning that procedure and delegating authority to staff.

The fact is that entering into a subdivision agreement intrinsically gives rise to potentially enormous financial and liability implications for both the municipality and the developer. Ensuring the integrity of both the process and the outcome, and likewise ensuring that all payments and safeguards have been properly secured by means of that agreement, is an obligation that intrinsically falls to Council. Accordingly, rather than considering the possible delegation of its current approval authority, it would be my submission that what Council should actually be doing is assuming more aggressive control over this process.

In this regard, I would draw Council's attention to the outcome of the OMB case to which Director Marshall has made reference in his report. Let begin by putting it into context:

While, as I've already stated, I had been fully supportive of the directive that Council had issued in February of 2010, it soon became apparent that merely having the agreement go to Planning Committee for review did not function as a fully-adequate safeguard against the sorts of abuses that had been occurring during the Oostveen-Becking era.

Indeed, as time went on it became ever-more the pattern that the Committee would end up being provided with only a draft version of the agreement -- with staff then taking it upon themselves to fill in the most highly consequential provisions afterward.

What equally became apparent was that no monitoring or safeguards had been put in place to ensure that the payments and commitments that were required under an agreement (as well as under applicable municipal by-laws) were actually being received.

Accordingly, in connection with my company's successful OMB challenge (via the Dunster appeal) to the new boilerplate *Conditions of Draft Approval* that Mr. Rojas had introduced in 2011, I had asked the Board to incorporate a further Condition requiring a Clearance Letter from the City's Finance Department confirming that all of the financial requirements stipulated both in the subdivision agreement and in applicable municipal by-laws had been met.

I should mention that then-Director Taylor had vigorously opposed this particular request. Early on in the Dunster appeal process, for example, he had submitted a letter (dated October 24, 2011) to the Board in which he claimed that *"the City disagrees with the appellant that Condition 65 be amended to include a requirement that a clearance letter also be required from the City's Finance Department"*. [There is, of course, no indication that he had bothered to obtain Council's agreement prior to identifying this as being the City's position.]

And thereafter, during the subsequent settlement discussions that took place in 2014, he continued to dig in his heels in opposing the inclusion of this proposed Condition. In the end, of course, he was left with no choice but to agree to it when the mediator, Vice-chairman Lee, expressed his incredulity: *"How could Council possibly be opposed to a Condition that is designed to enable it to ensure that all financial requirements had been properly met?"*

As a result, the City entered into Minutes of Settlement (which were later confirmed in a Board Order) wherein it agreed that the following Condition, as well as being included in the Dunster approval, would be incorporated into the City's boilerplate *Conditions of Draft Approval* for go-forward purposes³:

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

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

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

³ I am also appending hereto, for the Committee's reference, the applicable extract from those Minutes of Settlement

Let me begin by acknowledging that, to their credit, front-line Planning staff (after some initial prodding by me) have in fact complied with the commitment that Council made in approving those Minutes of Settlement. In sum: Every one of Council's subsequent Draft Approvals has included that mandated financial condition in its *Conditions of Draft Approval*.

That being said, however, I am also obliged to point out that senior staff have nevertheless managed to successfully circumvent the requirement that Council thereby imposed. The fact is that, in the case of each and every such subdivision that has gone on to registration, that particular Condition ended up being waived by staff. The outcome has been that:

- In no instance has the mandated financial report gone to Planning Committee and Council.
- And in no instance did Council see the final developer-executed version of the Subdivision Agreement prior to the Plan's being registered.

Obviously I can't say with certainty that Council was unaware that this was happening. But it makes no sense to assume otherwise. To paraphrase Vice-Chairman Lee: "Why would Council choose to forego receiving either the Treasurer's report or the final version of the subdivision agreement to which that report refers?"

The upshot is that notwithstanding Council's having, in each such instance, imposed a Condition that was specifically designed to enhance Council's oversight and control, senior staff have taken it upon themselves to waive that Council-imposed Condition – thereby undermining Council's ability to safeguard the integrity of the final approval process.

*

I suggested at the outset that to a great extent senior staff have already been conducting themselves as if the authority to approve subdivision agreements had already been delegated to them. As the examples I've cited above illustrate, they appear to regard the mandated Committee-and-Council review of subdivision agreements as being nothing more than a procedural inconvenience – with the power to revise the agreement's final terms being exercisable by staff at their subsequent prerogative.

An even more extreme example of this pattern is to be found in the December 16, 2016 Bromont subdivision agreement that I'd referenced earlier (being the one that had been given an accelerated approval by Council more than a year earlier). Moreover, this particular example also serves to shed some needed light on the manner in which senior staff have been implementing the "Development Charge Deferral Policy" that Director Marshall references on page 9 of his Report.

Let me once again begin by putting this into context, so as to ensure that there is no confusion on the key issues:

- The "Development Charge Deferral Policy" was adopted by Council (as Council Policy No. CA2016-001) on September 20, 2016. The Bromont subdivision agreement was not signed until December 16, 2016. Accordingly the Policy was already in place and in effect at the time the Bromont agreement was executed.
- The draft subdivision agreement that had been submitted to and approved by Council on December 8, 2015 had specified that the Development Charge payments relating to sewage, water and roads (the "hard services D.C.s") were to be paid prior to the execution of the subdivision agreement.

- However, the revised version that was actually executed a year later included an added-on provision that over-rode this requirement and instead permitted Bromont to defer the payment applicable to each home until that home was actually occupied.
- As a result: No hard services D.C. payments were to be made in conjunction with the execution of the Bromont subdivision agreement; and likewise no hard services D.C. payments would be required as a precondition to Bromont's obtaining building permits. This deferral was obviously highly beneficial to Bromont; and it equally had a major negative impact on the rate at which funds flowed into the City's already-underfunded D.C. Reserve.
- The City's entering into an agreement with a developer that allows for such a deferral is, of course, specifically permitted under the Council-adopted "Development Charge Deferral Policy". What is to be especially noted, however, is that the Policy also includes the following stipulation in Clause 10:

Council Approval: Prior to an agreement with DC deferral provisions being executed, it must be supported by a resolution of Council if it is a subdivision agreement or consent agreement pursuant to subsection 5.06 of the DC by-law.

- In this instance there was no such resolution of Council authorizing the execution of an agreement with Bromont that provided for such a DC deferral. Rather the incorporation of this deferral into the executed version of the Bromont subdivision agreement had been undertaken by one or more members of senior staff at his/her/their own initiative, without even having even bothered to seek – much less obtain -- the required Council approval.

In sum: The Policy's requirement for Council's prior approval could not be clearer or more explicit. (i.e., "it must be supported by a resolution of Council ...")

Nevertheless, in taking it upon themselves to confer this significant benefit on Bromont, one or more senior staff members essentially chose to thumb his/her/their nose not only at the Policy but at Council itself.

Let's also be clear on this:

- The Policy's specification that an agreement incorporating such a deferral had to be approved by Council was in no way discretionary.
- Rather, the City's 2015 DC By-law specifically required it to include that stipulation -- insofar as Subsection 5.06(c) (a copy of which is appended hereto) specifies that the hard services D.C.s must be paid on the date the subdivision agreement is executed "unless [an agreement providing for their being paid at a later date] is **approved by resolution of Council**".

The upshot is that, in presuming to exercise an authority that they did not actually possess, the staff member(s) in question contravened not only an adopted Council Policy but also the City's Development Charge By-law.

No less to the point: In taking it upon themselves to amend the subdivision agreement in this fashion without obtaining Council's approval, the staff members who were responsible for this effectively place the two individuals who were thereafter required to sign that subdivision agreement – namely the Mayor and the Clerk – in a completely compromised position. How so?:

- Section 5.06 of the City's DC By-law specifies that, in the absence of an agreement providing for the deferral of the hard services D.C.s being approved by resolution of Council, the subdivision agreement must provide for their being collected in conjunction with that agreement's execution.
- There was no resolution of Council authorizing the deferral of hard services DC payments for Bromont.
- Accordingly, insofar as it incorporated a waiver of the collection of those hard services D.C.s, the Mayor and Clerk had no legal authority to sign the Bromont subdivision agreement that they executed on December 16, 2016.

*

To sum up:

In some ways, of course, it seems peculiarly strange that staff would now be asking Council to delegate the authority to approve subdivision agreements – given that staff have already been in the habit of conducting themselves as if that authority had already been delegated.

That being said, the sorts of abuses that are already taking place (as illustrated in the examples I've cited herein) point to how very dangerous it would be to formalize that delegation of authority.

In fact, I'm going to respectfully suggest that the current patterns and practices are actually even more of a concern than those that were taking place between 2006 and 2009.

To be fair to Mr. Oostveen and Mr. Becking, after all, they only abused the authority that they had actually been given by Council. By contrast, some members of senior staff have apparently fallen into the habit of exercising -- and abusing -- authority that they've never actually been granted.

The proper remedy for this is not the one apparently advocated by Director Marshall – namely formalizing the delegation of authority that staff have already assumed on a *de facto* basis. Instead, it is for Council to more aggressively insist on exercising its oversight role ... and likewise to ensure that these practices cease.

I will of course have more to say about this during my deputation.

Sincerely yours,

Marty Stollar

Martyn Stollar
Managing Director

Schedule “G”

L. Financial Obligations

WHEREAS the Parties acknowledge that there is a public interest in ensuring that all of an Owner’s financial obligations have been properly identified and satisfied prior to the signing of the final plan;

THEREFORE:

1. THE PARTIES AGREE that the following further condition shall be added to the Dunster Conditions as an additional “Clearance Condition”:

Revised Condition #62: That subsequent to the execution of the Subdivision Agreement by the owner and prior to the signing of the final plan by the Director, the City Treasurer shall confirm in writing to the Director that all financial obligations and payments to the City, as set out in the Subdivision Agreement, in accordance with condition 3, have been satisfied including, but not limited to:

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

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

2. CKL AGREES that, on a go-forward basis, an identical condition will be incorporated into its Template of Standardized Conditions, subject to the understanding set out in Paragraph 8 of the Minutes of Settlement.

buildings or structures, and, in the case of a mixed use building or structure, on the non-residential uses in the mixed use building or structure, and calculated with respect to each of the applicable municipal services or service areas according to the gross floor area of the type of non-residential use.

5.04 **Electricity Generation:** Notwithstanding subsection 5.03, the non-residential development charges per 500 kilowatts of nameplate generating capacity described in Schedule 2 to this by-law shall be imposed on electricity generation uses of lands, buildings or structures, and, in the case of a mixed use building or structure, on the electricity generation uses in the mixed use building or structure, and calculated with respect to each of the applicable municipal services or service areas according to each increment of 500 kilowatts of nameplate generating capacity.

5.05 **Timing of Calculation and Payment of Development Charges:** Development charges respecting a development shall be calculated as of, and shall be payable on:

- (a) in the case that a building permit is issued with respect to the development, the date the building permit is issued; otherwise
- (b) the date the first action or approval described in subsection 4.01 with respect to the development is executed or granted

5.06 **Override with Sections 26 and 27 of the Act:** Notwithstanding subsection 5.05, as permitted by sections 26 and 27 of the Act, the following provisions shall apply:

- (a) If a development requires approval of a plan of subdivision under section 51 of the Planning Act or a consent under section 53 of the Planning Act and if a subdivision or consent agreement with respect to the development is entered into with the City, the water treatment, water distribution, sewage treatment, sewage collection and roads and related development charges pertaining to the development shall be calculated as of, and shall be payable on, the date the agreement is executed.
- (b) Notwithstanding paragraph (a) but subject to paragraph (c) of this subsection, the dates on which development charges are to be calculated and made payable may be determined by an agreement entered into by the City with an owner required to pay the development charges where such an agreement may:
 - i. provide for all any part of the development charges to be paid before or after they otherwise would be payable;
 - ii. permit the owner to provide services in lieu of the payment of all or any portion of the development charges; or
 - iii. provide for security for the owner's obligations under the agreement.

(c) With respect to an agreement pursuant to paragraph (b) of this subsection, unless the agreement is approved by resolution of Council, paragraph (a) of this subsection shall prevail.

Section 6.00: Exemptions, Refunds and Credits

6.01 **Legislated Residential Exemptions:** Notwithstanding any other provision of this by-law, development charges shall not be imposed with respect to actions or approvals outlined in subsection 4.01 related to residential development of land, buildings or structures that would have the effect only of:

- (a) permitting the enlargement of an existing dwelling unit;
- (b) creating one or two additional dwelling units in an existing single-detached dwelling, where the gross floor area of the additional unit or units does not exceed the gross floor area of the existing dwelling unit;
- (c) creating one additional dwelling unit in an existing semi-detached or row dwelling where the gross floor area of the additional unit does not exceed the gross floor area of the existing dwelling unit; or
- (d) creating one additional dwelling unit in any other existing residential dwelling, where the gross floor area of the additional unit does not exceed the gross floor area of the

GORDON E. PETCH

- *Barrister* -

REAL ESTATE DEVELOPMENT | MUNICIPAL LAW | ENVIRONMENTAL LAW

BY EMAIL

June 30, 2017

City of Kawartha Lakes
City Hall
26 Francis Street
P.O. Box 9000
Lindsay, ON
K9V 5K8

Attention: City of Kawartha Lakes Planning Advisory Committee

Dear Mayor Letham and Committee Members:

Re: Bromont Homes Inc. Official Plan Amendment Application

I am retained by Mason Homes Limited with regard to the Bromont Homes application to amend the Official Plan for the City of Kawartha Lakes. The application proposes to allow for a development on its 100 acre parcel of a retail power centre of approximately 327,000 sq. ft. plus a mix of office, industrial, service commercial, prestige employment and ancillary retail use to a maximum of approximately 506,000 sq. ft. for a total development of 833,000 sq. ft. The balance of the site would be designated for environmental, open space, a sanitary pumping station and a storm water management pond.

This matter is scheduled to be considered by the City's Planning Advisory Committee on July 5, 2017.

What is most fundamental to this application is that the subject lands are currently not within the Settlement Area nor within the Urban Service Area for the former Town of Lindsay, whose official plan is still in-force. The new Lindsay Secondary Plan proposes to extend the Lindsay Settlement Area/Servicing Boundary to include the Bromont lands. However, this Secondary Plan is not in-force and objections to the said expansion of the Settlement Area/Servicing Boundary have been submitted by my client and others and will certainly be appealed to the Ontario Municipal Board for hearing.

Royal Building
277 Lakeshore Road East, Suite 211
Oakville ON L6J 1H9



Toronto Meeting Rooms
Brookfield Place, 161 Bay Street, Suite 2700
Toronto ON M5J 2S1

TELEPHONE: 416-955-9530 | CELLULAR: 416-720-7103 | EMAIL: gpetch@mlawc.com | FACSIMILE: 416-955-9532

www.MunicipalLawChambers.com

In addition, the Ministry of Municipal Affairs and Housing, in its letter to the City (Mr. R. Holy) dated September 30, 2015, dealt critically with this very issue:

*“In accordance with the Land Use Policy Paper for the Kawartha Lakes Community Based Secondary Plans, there appears to be an **oversupply of lands designated in the City of Kawartha Lakes** to accommodate the growth allocations set in Schedule 3 of the Growth Plan for the Greater Golden Horseshoe. This information is consistent with the conclusions of the City of Kawartha Lakes Growth Management Study (May 2011).” “Each of the settlement areas contain more than enough designated lands to accommodate their projected growth, particularly when consideration is given to meeting a 30% intensification rate and greenfield development density rate of 40 people & jobs /hectare. The **Secondary Plans of Omemee, Lindsay and Bobcaygeon appear to be expanding and retracting settlement area boundaries without proper justification through a comprehensive review, as required by section 2.2.8 of the Growth Plan for the Greater Golden Horseshoe (Growth Plan) and section 1.3.8 of the Provincial Policy Statement (PPS) 2014.**”*

In accordance with this direction, the City previously “endorsed” sections 1.5 and 31.2.3.2.4.8 of the Lindsay Secondary Plan (OPA No. 016) and sections 18.4.3 and 18.4.4 of OPA No.013 and on June 27, 2017 “adopted” these sections as official plan amendments.

Obviously, at this time, the City has not even commenced the required Comprehensive Review to justify the expansion of the Urban Settlement Area/Service Boundary to include the Bromont Lands, nor is there justification to designate additional lands for commercial or employment uses. Without such, any decision to expand the *Settlement Area* or to approve any urban land uses or to extend municipal services is contrary to S. 14.1 of the Places to Grow Act. For the same reason the City’s decision to deem their application “Complete” is legally questionable.

Premised on the above, we ask the Committee resolve that the application is premature until the MMAH has agreed to the expansion of the “Settlement Area/Service Boundary” to include the Bromont lands.

Sincerely,



Gordon E. Petch
GEP/dh

cc: Gord Mason
Ashley Mason

RECEIVED

JUL - 4 2017

City of Kawartha Lakes
Development Services
Planning Division

City of Kawartha Lakes

Re: Dunster Investments Inc.

(Woods of Jennings Creek – Phase 2) File nos. D06-17-019 & D05-17-001

Samaryn Ltd. (Pat Murphy) is the owner of 3 blocks of land, and 6 residential building lots situated on the east side of William St. N., in the former Township of Ops.

The Lots are in the southeastern most undeveloped portion of the Springdale Gardens Subdivision, created in about 1964, and historically, and currently, are each Taxed as separate parcels.

The first concern, with the (Woods of Jennings Creek –phase 2) application, is in regards to the servicing infrastructure to be included in the design of the northern most section the Victoria St. extension, where it will connect to William St. N.

The Jennings Creek flows between the developed and undeveloped portions of Springdale, and flows through these privately owned lots.

The Springdale wastewater infrastructure stays to the north of Jennings Creek, and through Blocks C and D, until it crosses the Kawartha Lakes Rail Trail at the approximate mouth of Jennings Creek, where Jennings Creek enters the Scugog River.

The infrastructure to the north of Jennings Creek is not designed to service the lots on the south side. These lots will require servicing through the Dunster Development Infrastructure in Victoria Ave.

I would like to see assurances in the (Woods of Jennings Creek –Phase 2) Draft Plan Agreement to stipulate that sufficient water and wastewater services are included in the Victoria Ave. design, extending to the northern most point of the Dunster Development, to allow the future development of the William St. N. Lots.

My second concern is not meant to slow down or delay this application in any way, but to address the question of timing on the CKL long term plan to replace the culvert currently crossing Williams St. N. at Jennings Creek, with a bridge.

Although we have not recently experienced MAJOR flooding in this area, we currently have a bottleneck at the mouth of Jennings Creek, which could be eliminated.

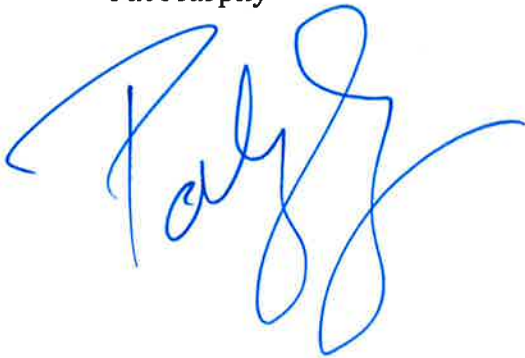
Removal of the culvert passing under William St. N., as well as the culverts on privately owned Blocks C,D,E, and the culvert under the CKL Rail trail, dramatically changes the Flood plane mapping for the entire Jennings Creek area. An open ditch does not restrict the flow of water, and greatly reduces the potential for flooding.

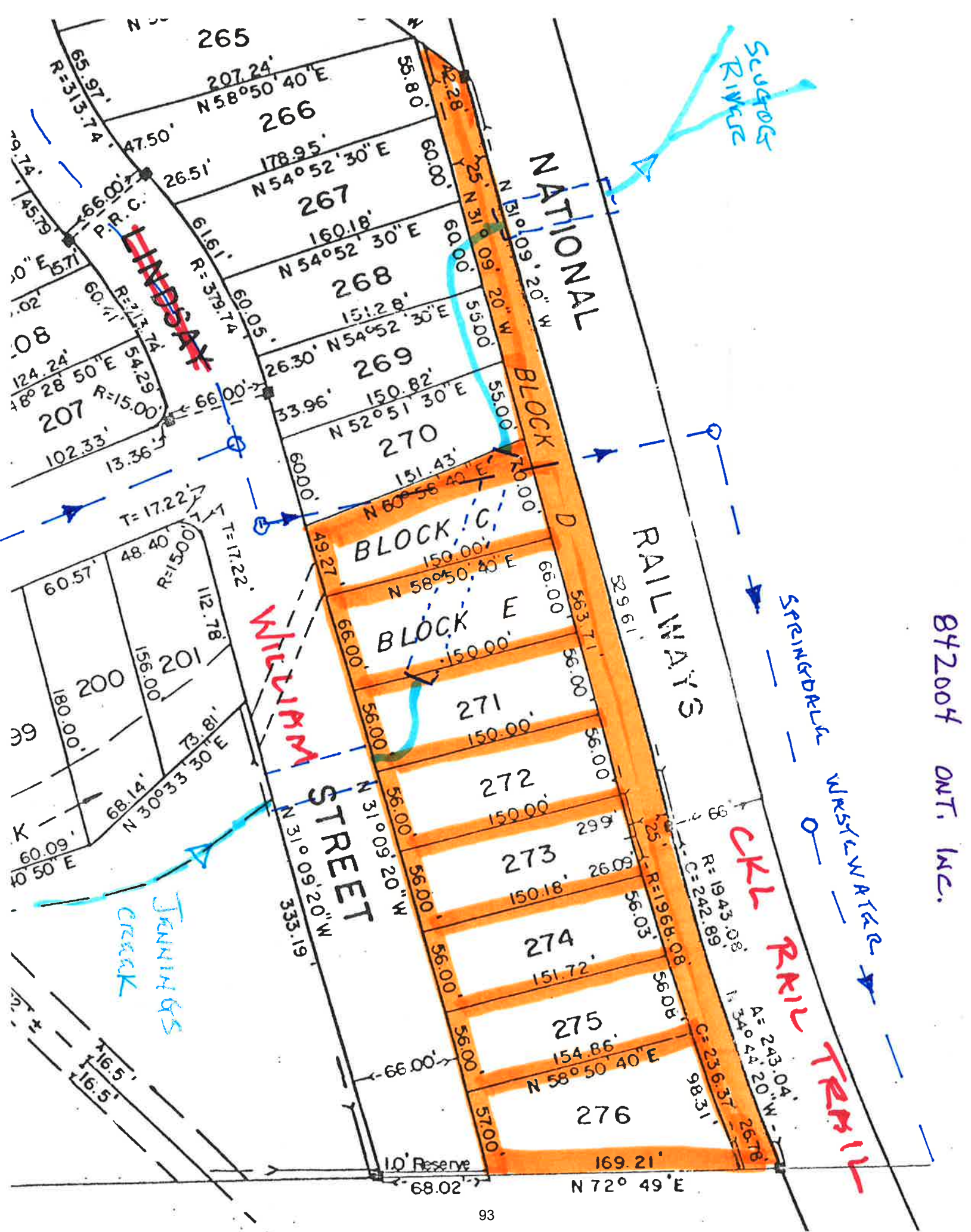
These changes are to the benefit of all of Lindsay and the only current road access to this area is through the existing, and proposed residential developments.

The changes to this section of road DURING the construction Phase of Jennings Creek will be least disruptive to the current residential occupants of the Springdale Gardens Subdivision, and to the Phase 1 occupants of Woods of Jennings Creek.

I would suggest that an agreement be pursued, between all of the parties involved, to address these necessary changes.

Pat Murphy

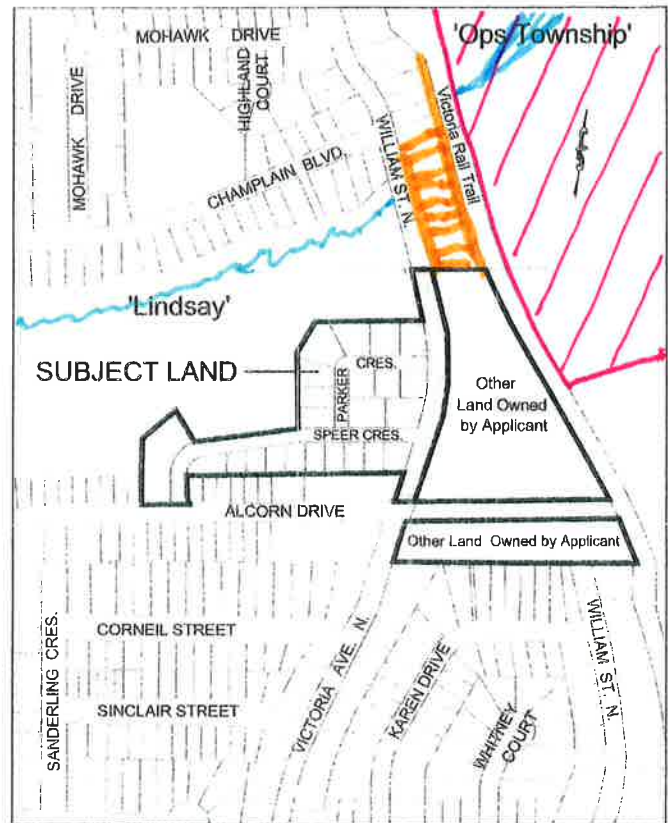
A handwritten signature in blue ink, appearing to read 'Pat Murphy', with a large, stylized flourish extending from the end of the name.



The purpose of the proposed rezoning is to rezone the land from the Residential One Holding One (R1)(H1) Zone to the Residential Two (R2), Residential Three (R3) and Residential Multiple One (RM1) Zone. The purpose of the Draft Plan of Subdivision is to approve a residential plan of subdivision.

The effect of these applications will permit a residential plan of subdivision consisting of 9 lots for single detached dwellings, 7 lots for semi-detached dwellings (14 units) and 12 blocks for townhouse dwellings (38 units) and blocks for a walkway and .3 m reserves. The proposed lots will front onto 2 new internal crescents off of Alcorn Drive and an extension of Victoria Avenue North and will be developed on full urban services. The area of the proposed development is 3.6 ha.

The land affected by the proposed Zoning By-Law Amendment and Draft Plan of Subdivision is shown on the Key Map as 'SUBJECT LAND'. Our records indicate that the land subject of this application is not the subject of any other application under the Planning Act.



SAMARYN LTD.
842004 ONT. INC.

If you have any questions or concerns regarding these applications, please contact Sherry L. Rea, Planning Officer, (705) 324-9411 Ext. 1331; Fax (705) 324-4027 or srea@city.kawarthalakes.on.ca. Please refer to Files: D06-17-019 & D05-17-001.

Take Notice that the Planning Advisory Committee, on behalf of the Council of the City of Kawartha Lakes, will hold a Public Meeting on **Wednesday, July 5, 2017 at 1:00 p.m.** in the Council Chambers, City Hall, 26 Francis Street, Lindsay, to consider the proposed Zoning By-Law Amendment and the Draft Plan of Subdivision.

Additional Information relating to the proposed Amendment and Draft Plan of Subdivision is available for inspection at the City of Kawartha Lakes Development Services Department – Planning Division, 180 Kent St. W., Lindsay, during regular office hours – 8:30 am to 4:30 pm.

Any Person May Attend the Public Meeting and/or make written or verbal representation either in support of or in opposition to the proposed Amendment and Draft Plan of Subdivision. At the public meeting, presentations that would take longer than five minutes should be presented in written form and summarized verbally. All submissions received prior to or at the Public Meeting will be considered.

The Corporation of the City of Kawartha Lakes

Planning Advisory Committee Report

Report Number ENG2017-006

Date: July 5, 2017
Time: 1:00 p.m.
Place: Council Chambers

Ward Community Identifier: City of Kawartha Lakes

Subject: Pre-Servicing of Subdivision Lands – Agreement Template Updates

Author/Title: Christina Sisson, Supervisor, Development Engineering

Recommendation(s):

RESOLVED THAT Report ENG2017-006, respecting Pre-Servicing Agreement Template Updates be received;

THAT the proposed template of the Pre-Servicing Agreement, substantially in the form attached as Appendix 'B' to Report ENG2017-006 be approved; and

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

Department Head:

Financial / Legal / Other:

Chief Administrative Officer:

Background:

In June 2016, the City adopted the revisions and updates to the Corporate Policy for Pre-Servicing of Subdivision Lands. The purpose of the policy was to establish the requirements for pre-servicing of vacant lands prior to the execution of a subdivision agreement throughout the City of Kawartha Lakes. The pre-servicing occurs on the private property owned by the developer.

The key updates to be considered based on activities throughout the last year include:

- Clearing and grubbing
- Tree removal
- Model homes and pre-registration homes

Rationale:

Over the last year, several Owners have approached the City for pre-servicing agreements to provide them with an approved method for earth works, clearing and grubbing, tree removal, and for installation of underground servicing infrastructure.

In addition, proponents have requested permission for model homes or pre-registration homes (i.e. houses built prior to the registration of the M-plan and subdivision agreement).

Therefore, the City has worked through the pre-servicing agreement template to accommodate these additional requests. These pre-servicing agreements have permitted the municipality to better control the placement of model homes, the clearing of trees, placement of fill, etc. through the submission of construction management plans, security for the proposed works to a total of 50%, and the clear submission of engineering design drawings related to the pre-servicing being requested.

The City does not have a tree-cutting by-law. The City does have a fill by-law. Overall, entering into the pre-servicing agreements provides for the insurance and documentation to reduce the City's liability.

The Owners/Developers have been successful in reducing the overall security required at the time of subdivision agreement registration by providing the required supporting documentation as per City practice and agreement wording:

- Statutory declaration – in the City's format as attached – confirming all works being requested for security reduction have been paid for in full
- As built drawings and supporting information – revised design sheets, camera work, etc. – for all works being considered for reduction
- Engineering certification – certification that all works have been installed in accordance with the design

- Satisfactory City inspection – camera work for underground infrastructure, manhole inspection, base inspection

Typically the City reduces down to 50% for stormwater works and for base asphalt. Both are impacted through the building out of the subdivision, and additional works and supporting information is required prior to top course asphalt placement and assumption (i.e. storm sewer flushing, stormwater management facility clean out, operations and maintenance manual, data confirmation of all monitoring required by the Ministry Compliance Approval, etc.).

Pre-servicing agreements provide the Owners and Developers with the documentation to proceed with developing subdivision lands. The City is provided with the appropriate documentation, insurance, and securities to ensure compliance with the overall design.

Other Alternatives Considered:

Not applicable

Financial/Operational Impacts:

There is no change recommended with the proposed updates to the pre-servicing agreement template. The City has been successful with having all developers comply with the security requirements established with the updates to the policy last year.

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

The City's Strategy Map outlines Council's Vision of a Vibrant and Growing Economy, an Exceptional Quality of Life, and a Healthy Environment. This application aligns with the Prosperity and Quality of Life priorities through the attraction of new residents to the City with growth and development of subdivisions. In addition, the subdivision designs must meet the City's strategic enabling principles of efficient infrastructure and asset management with responsible fiscal resource management.

Review of Accessibility Implications of Any Development or Policy:

Pre-servicing agreements have regard for the design of the subdivision and any accessibility design criteria.

Servicing Comments:

Pre-servicing agreements are considered once the engineering and servicing design is acceptable to the City, including servicing capacity review.

Consultations:

- Kawartha Conservation
- Planning

- Building
- Public Works

Attachments:

Appendix 'A' – Draft Pre-Servicing Agreement Template



Pre Servicing
Agreement Template

Phone: 705-324-9411 or 1-888-822-2225 ext. 1152

E-Mail: csisson@city.kawarthalakes.on.ca

Department Head: Juan Rojas

Department File:

Document General

Pre-Servicing Agreement

Between

and

The Corporation of the City of Kawartha Lakes

16T- _____

Dated as of _____

CITY OF KAWARTHA LAKES
PRE-SERVICING AGREEMENT

THIS AGREEMENT made in quadruplicate 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, ie Earthworks & Grading/Tree Removal/ Underground Servicing/Model Home construction/Other), as more particularly set out in Schedule "A" attached hereto;
4. The City is prepared to permit the Owner to commence installation of the Works, as requested, in accordance with the following terms and conditions; and
5. 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 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 the clearance from the Ministry of Tourism, Culture, and Sport, the Ministry of Environment and Climate Change and required Environmental

Compliance Approvals, the Conservation Authority and required permits, and all approving agencies: _____. A copy of the detailed 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 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.

(2) The Owner agrees that no work, including the installation of any services will be permitted on any 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 Owner agrees that the site servicing 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.

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 work 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 and include:

- Project team & contact information.
- Construction schedule, demonstrating all tasks and sequence of proposed works and in a time frame that is acceptable to the City.
- Measure for minimizing construction dust, debris, noise and other off-site impacts, including regular maintenance of adjacent streets.
- Construction access, traffic and safety plan, site security and signage and City ROW maintenance.

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.

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 prior to the Registration of the Subdivision Agreement and M-Plan, to facilitate marketing of the development. Model Home Permits will only be issued 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 agree 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 engineering design plans and drawings and further that the Owner is proceeding with the construction of model homes entirely at their own risk and 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:

- (1) 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.

- (2) 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.
- (3) An in-service fire hydrant shall be located within 90 metres of the Early Construction Home or Model Home, based on vehicular travel distance.
- (4) 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.
- (5) Water services shall not be turned on and sanitary lateral shall not be connected.
- (6) The Owner shall maintain, at its sole cost, the access road and turning circle, including snow ploughing, until the City of Kawartha Lakes Engineering and Corporate Assets confirmation of Acceptance of Public Services and subsequent issuance of this first Occupancy Permit.
- (7) 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 and Corporate Assets confirmation of Acceptance of Public Services.
- (8) 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.
- (9) The Owner's Consulting Engineering 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 shall have a barrier free path of travel to the building entrance.
- (10) The Owner undertake and agree that construction of an Early Construction Home or Model Home shall meet the requirements under the Ontario Building Code, as amended.
- (11) 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 XX 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.
- (12) 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 XX deposited with the City by the Owner and further that such costs may be collected in like manner as municipal taxes.

8. Record of Site Condition

The Owner confirms that a Ministry of the Environment and Climate Change (MOECC) Record of Site Condition (if required) has been filed on the MOECC Environmental Site Registry. The MOECC Confirmation of Filing Number is _____.

9. Right of Entry

- (1) The Owner agrees to allow the City, its 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.

- (2) The Owner shall forthwith, upon demand, pay the City for all costs incurred by the City, including its reasonable administrative overhead, in undertaking any of the aforesaid actions.

10. Indemnification and Security

- (1) The Owner shall and does hereby indemnify and save harmless the City and its agents and employees from all damages, actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the installation of the Public Works within the Land by the Owner, including, without limitation, damages to existing municipal infrastructure, and the costs to rectify deficiencies and eliminate any nuisances (including the clean-up of existing roads).
- (2) 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 "B" attached ("the Deposit") to secure and guarantee its obligations under this Agreement. 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.
- (3) The Owner shall insure against all damages or claims for damage with an insurance company satisfactory to the Insurance Risk Management Coordinator. Such policy (or policies) shall be provided to the City prior to the execution of this Agreement and be issued in the joint names of the Owner and the City, and the form and content shall be subject to the approval of the Manager of Financial Services. The insurance policy shall remain in the custody of the City during the life of this Agreement. The minimum limit of such policy shall be \$5,000,000.00 all inclusive, but the City shall have the right to set higher amounts.
- (4) 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 installation of any works permitted under this agreement, or the failure of the Owner to complete the contemplated installation.

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 his or her sole opinion, deems it 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 development.
- (2) When, pursuant to subsection (1), the City has withdrawn its permission the Owner agrees that it 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.

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 Deposit shall be returned to the Owner forthwith.

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, 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.

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.

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 is hereunto affixed under the hands of its proper officers in that behalf.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES	
X	
Name: Juan Rojas Title: Director, Engineering and Corporate Assets	
Name: _____ Title: _____	
X	
I/We have authority to bind the Corporation.	

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 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)

Note – No work to be conducted on municipal property or right-of-ways, save as explicitly provided-for herein. All work to be completed on owner’s 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.

The drawings are to be listed below – titles, project number, dates, and consultant.

Schedule 'B'
Pre-Servicing Summary of Estimated Costs to be Submitted by Engineering Consultant

Template - 2017

	Subtotal:	
	Miscellaneous	\$0.00
	Subtotal (Items 1.0 - 5.0)	\$0.00
6.0	Engineering and Contingency	
	5% Contingency	\$0.00
	7% Engineering	\$0.00
	*Subtotal	\$0.00
	H.S.T - 13%	\$0.00
	Total Construction Costs	\$0.00
7.0	Security	
	Security inclusive of H.S.T.	
	Total of Security	

Upon completion of the site works, the Engineering department will require as-built information, certification, a statutory declaration, and Details regarding the cleaning of the stormwater management facility as well as installation certification prior to any inspection for security reduction

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Planning Advisory Committee Report

Report Number ENG2017-009

Date: July 5th, 2017
Time: 1:00 p.m.
Place: Council Chambers

Ward Community Identifier: 11

Subject: Assumption of Manorview Subdivision Phases 11, 12, 13, 14, and 15, City of Kawartha Lakes

Author/Title: Christina Sisson, Supervisor Development Engineering

Recommendation(s):

RESOLVED THAT Report ENG2017-009, “Assumption of Manorview Subdivision Phases 11, 12, 13, 14, and 15, City of Kawartha Lakes”, be received;

THAT the Assumption of Manorview Subdivision Phases 11, 12, 13, 14, and 15, City of Kawartha Lakes, be approved;

THAT an Assumption By-Law, substantially in the form attached as Appendix “A” to Report ENG2017-009 be approved and adopted by Council; and

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

Department Head:

Financial / Legal / Other:

Chief Administrative Officer:

Background:

The City of Kawartha Lakes entered into a Subdivision Agreement with 564650 Ontario Inc. for the subdivision known as Manorview Estates phases XI - XV starting in the fall of 2002 and continuing into 2006. Further to an inspection and release of securities in 2009, the City through the Engineering & Corporate Assets Department is recommending assumption of the roads within these phases of the Manorview Subdivision.

The servicing and the final lift of asphalt for the development were completed and inspected to the satisfaction of the Engineering Division, and all securities were released in 2009 thereby providing for an unofficial assumption. A formal by-law is required for formal assumption.

All mandatory maintenance periods have lapsed and in accordance with the registered Subdivision Agreements, all public services are eligible for assumption.

The Manorview Subdivision included the construction of Wallace Drive, Murdoch Court and McLaughlin Road to full urban standards with all urban services.

The City, pursuant to the Subdivision Agreement, is now obliged to assume the roads shown as Wallace Drive, Plan 57M-755 (PIN: 63237-0846(LT)), Murdoch Court Plan 57M-762 (PIN: 63237-0847(LT)) and McLaughlin Road, Plan 57M-766 (PIN: 63237-0442(LT)). A copy of Plan 57M-755, Plan 57M-762 and Plan 57M-766 has been attached as Appendix 'B', 'C', and 'D', respectively.

Rationale:

The services in this development have been constructed and installed according to the plans and specifications as outlined in the Subdivision Agreements. Staff carried out inspections of these subdivisions at the request of the consulting engineer received December 12th, 2007. To date, all deficiencies have been corrected, and the roads are now in a condition to be assumed. The Owner and Consulting Engineer have been notified of the intention to proceed with the formal assumption of the roads.

Other Alternatives Considered:

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

Financial Considerations:

There is no current letter of credit that remains for these phases. Therefore, no reduction will be needed following the passing of an Assumption By-Law. A statutory declaration dated February 11th, 2009 has been received confirming that all items in relation to the construction and services provided for in the Subdivision have been paid for in full. A copy of the statutory declaration is attached as Appendix 'E'.

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

Relationship of Recommendation(s) To Strategy Map:

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

Review of Accessibility Implications of Any Development or Policy:

The Subdivision has been completed to the City's standards at the time of execution of the Agreement.

Servicing Comments:

The Subdivision has been serviced in accordance with the approved design. This Subdivision consists of approximately 795.2 metres of sanitary sewer, 824.9 metres of storm sewer, 831.7 metres of watermain, and 843.5 metres of road.

Consultations:

Finance Division

Public Works Department

Attachments:

Appendix 'A' - Draft Assumption By-Law



Appendix A Draft
By-Law to Assume Mc

Appendix 'B' - Plan 57M-755 – Plan of Subdivision, Manorview Phases 11, 12,
and 13 – Wallace Road



Appendix B 57M-755.pdf

Appendix 'C' - Plan 57M-762 – Plan of Subdivision, Manorview Phase 14 –
Murdoch Court



Appendix C 57M-762.pdf

Appendix 'D' - Plan 57M-766 – Plan of Subdivision, Manorview Phase 15 –
McLaughlin Road



Appendix D 57M-766.pdf

Appendix 'E' – Statutory Declaration



Appendix E Statutory Declaration.pdf

Phone: (705)324-9411 Ext. 1152, 1-888-822-2225 ext. 1152

E-Mail: csisson@city.kawarthalakes.on.ca

Department Head: Juan Rojas, Director of Development Services

Department File:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

BY-LAW 2017 - ____

A BY-LAW TO ASSUME WALLACE DRIVE, PLAN 57M-755 (PIN: 63237-0846(LT)), MURDOCH COURT, PLAN 57M-762 (PIN: 63237-0847(LT)), AND MCLAUGHLIN ROAD, PLAN 57M-766 (PIN: 63237-0442(LT)), GEOGRAPHIC TOWN OF LINDSAY, THE CORPORATION OF THE CITY OF KAWARTHA LAKES.

Recitals

1. Subsection 31(4) of the *Municipal Act, 2001* authorizes Council to assume unopened road allowances or road allowances shown on registered plans of subdivision for public use, by by-law.
2. Council now deems it desirable to assume Wallace Drive, Plan 57M-755, Murdoch Court, Plan 57M-762, and McLaughlin Road, Plan 57M-766, Geographic Town of Lindsay, the Corporation of the City of Kawartha Lakes as public highways in the City of Kawartha Lakes.

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

Section 1.00: Definitions and Interpretation

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

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

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

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

1.02 **Interpretation Rules:**

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- (b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

- 1.03 **Statutes**: References to laws in this by-law are meant to refer to the statutes, as amended from time to time, which are applicable within the Province of Ontario.
- 1.04 **Severability**: If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Assumption of Services

- 2.01 **Assumption**: The following highways are assumed by the City:
- a) The roads known as Wallace Drive, Plan 57M-755, Murdoch Court, Plan 57M-762, and McLaughlin Road, Plan 57M-766, Geographic Town of Lindsay, City of Kawartha Lakes.

Section 3.00: Effective Date

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

By-law read a first, second and third time, and finally passed, this ____ day of _____, 2015.

Andy Letham, Mayor

Judy Currins, Clerk

PLAN 57M- 755

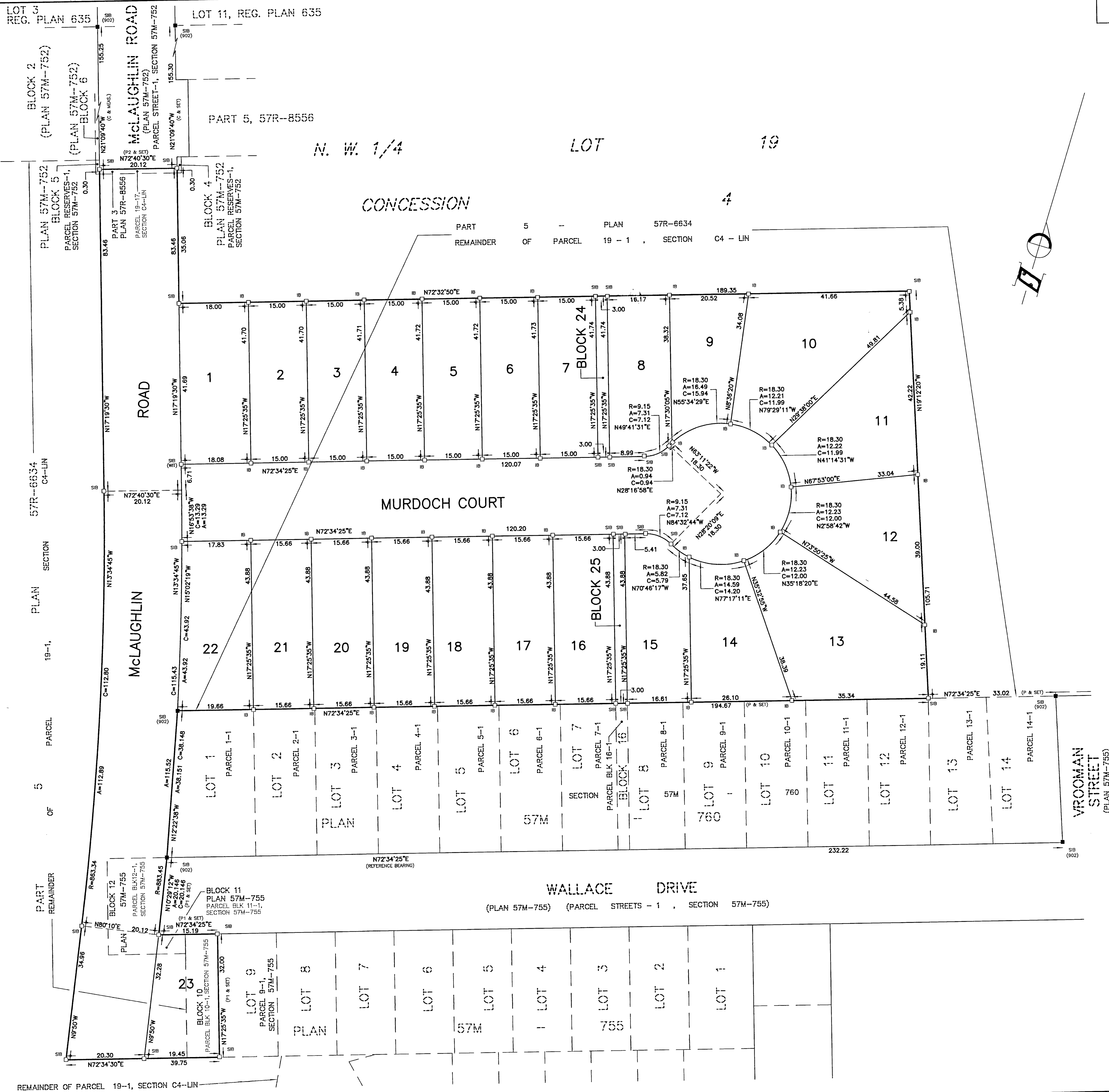
K. Coleman
Land Registrar

PLAN OF SUBDIVISION OF
BLOCKS 32, 33 AND 34
(0.3 METRE RESERVES)
PLAN 57M-745
AND
PART OF N.W.1/4 LOT 19
CONCESSION 4
GEOGRAPHIC TOWNSHIP OF OPS
TOWN OF LINDSAY
NOW IN THE
CITY OF KAWARTHA LAKES

COE, FISHER, CAMERON
ONTARIO LAND SURVEYORS
2002

GERALD G. HICKSON
ONTARIO LAND SURVEYOR

DRAWN BY: J.N.S.
TRACED BY: R.J.A.
CHECKED BY: CCM



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

PLAN 57M-762

I certify that this Plan is registered
in the Land Registry Office for
the Land Titles Division of Victoria No. 57
at 2:02 PM o'clock on the
19th day of March, 2004
and entered in the Parcel Register for
Parcel 19-1, Section C4-LIN, and
the required consents are registered
as Plan Document No. 1715843

H. Coleman
Land Registrar

This plan comprises part of Parcel 19-1, Section C4-LIN,
all of Parcel 19-17, Section C4-LIN, all of Parcel
Blk 10-1, Section 57M-755, all of Parcel Blk 11-1,
Section 57M-755, and all of Parcel Blk 12-1,
Section 57M-755.

PLAN OF SUBDIVISION OF
PART OF N.W.1/4 LOT 19
CONCESSION 4
AND
BLOCKS 10, 11 AND 12
PLAN 57M-755

GEOGRAPHIC TOWNSHIP OF OPS
TOWN OF LINDSAY
NOW IN THE
CITY OF KAWARTHA LAKES

Scale 1: 500
COE, FISHER, CAMERON
ONTARIO LAND SURVEYORS

LEGEND:

Bearings are astronomic and are referred to the Northerly limit of Wallace Drive
in accordance with Plan 57M-760 having a bearing of N72°34'25"E.

□ - Planted Survey Monument
* - Found Survey Monument

SIB - Standard iron bar
SSIB - Short standard iron bar
IB - Iron bar
--- - Fence

(902) - Coe, Fisher, Cameron, O.L.S.
P - Denotes Plan 57M-760
P1 - Denotes Plan 57M-755
P2 - Denotes Plan 57M-752
C - Calculated from Plan 57M-752

OWNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT:

- Lots 1 to 23, both inclusive, Block 24 and Block 25, the streets namely Murdoch Court and
McLaughlin Road have been laid out in accordance with my instructions.
- The streets are hereby dedicated as public highway.

Dated the 1st day of March, 2004.

564650 ONTARIO INC.
Wilson W. Staples
WILSON W. STAPLES
PRESIDENT

I have authority to bind the Corporation

Approved under section 51 of the Planning Act, R.S.O. 1990 C.P. 13,
This 18th Day of March, 2004.

R. D. Dr.
Director of Planning
City of Kawartha Lakes

SURVEYOR'S CERTIFICATE:

- This survey and plan are correct and in accordance with The Surveys Act, The
Surveyors Act and The Land Titles Act and the regulations made under them.
- The survey was completed on the 7th day of January, 2004.

Dated: MARCH 1, 2004

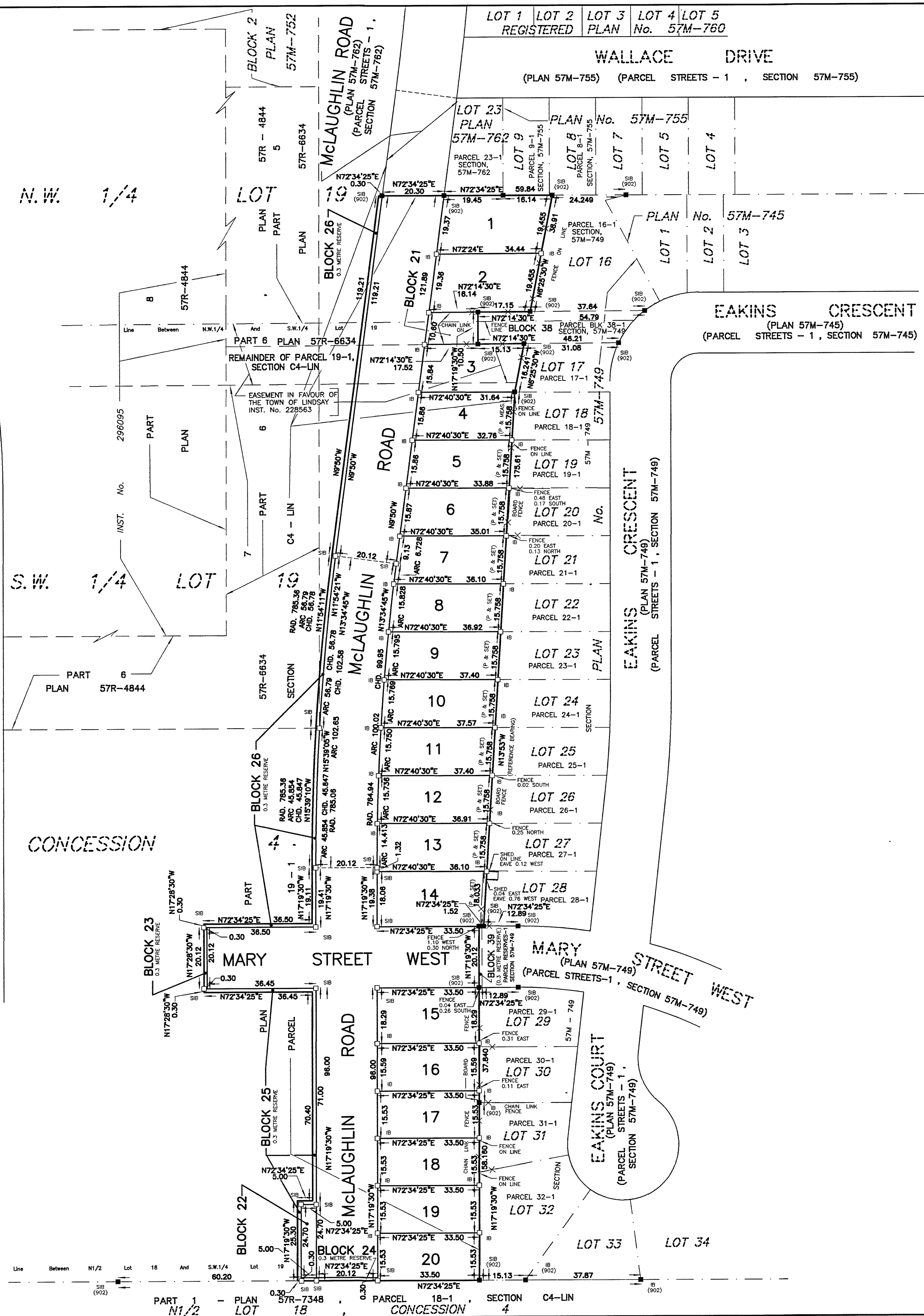
Gerald G. Hickson
GERALD G. HICKSON
ONTARIO LAND SURVEYOR



COE, FISHER, CAMERON
ONTARIO LAND SURVEYORS

257 KENT STREET WEST
LINDSAY, ONTARIO PH. 324-4152

DRAWN BY: D.B./G.L.
CHECKED BY: GGH



METRIC

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

PLAN 57M-766

I certify that this Plan is registered
in the Land Registry Office for
the Land Titles Division of Victoria No. 57
at 11:16 o'clock on the
31 day of May, 2005
and entered in the Parcel Registrar for
Parcel 9-1 Section 4-11N and
the required consents are registered
as Plan Document No. L777048

Land Registrar

This plan comprises part of Parcel 19-1,
Section C4-LIN.

Part of McLaughlin Road, Lot 3, and Blocks 21 and 26
are subject to Easement in Inst. No. 228563


PLAN OF SUBDIVISION OF
PART OF N.W.1/4 AND S.W.1/4 LOT 19
CONCESSION 4

GEOGRAPHIC TOWNSHIP OF OPS
TOWN OF LINDSAY

TOWN OF LINDSAY
NOW IN THE

OF KAWARTHA

Scale 1: 750



10 0 20 40 60 METRES
1 : 750

COE, FISHER, CAMERON
ONTARIO LAND SURVEYORS

LEGEND:

Bearings are astronomic and are referred to the westerly limit of Plan 57M-749 having a bearing of N13°53'W.

-  - Planted Survey Monument
 - Found Survey Monument

SIB - Standard iron bar
SSIB - Short standard iron bar
IB - Iron bar

(902) - Coe, Fisher, Cameron, O.L.S.

P – Denotes Plan 57M-749
P1 – Denotes Plan 57R-6634
P2 – Denotes Plan 57M-762
P3 – Denotes Plan 57R-4844

OWNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT:

1. Lots 1 to 20, both inclusive, Blocks 21 and 22 and the 0.3 metre reserves namely Blocks 23, 24, 25 and 26, and the streets namely McLaughlin Road and Mary Street West have been laid out in accordance with my instructions.
2. The streets are hereby dedicated as public highway to the City of Kawartha Lakes.

Dated the 2nd Day of May, 2005.

564650 ONTARIO INC.

WILSON W. STAPLES
PRESIDENT

I have authority to bind the Corporation

Approved under section 51 of the Planning Act, R.S.O. 1990 C.P. 13,
This 30 Day of May, 2005.

Robert S. Gifford
A/ Director Development Services
City of Kawartha Lakes

SURVEYOR'S CERTIFICATE:

1. 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.
2. The survey was completed on the 5th day of November, 2004.

Dated: May 2, 2005

Gerald G. Hickson
GERALD G. HICKSON
ONTARIO LAND SURVEYOR

COE, FISHER, CAMERON
ONTARIO LAND SURVEYORS

257 KENT STREET WEST
LINDSAY, ONTARIO PH. 324-4152

DRAWN BY: RJA
CHECKED BY: GGH

RECEIVED
FEB. 11/09
P.Y.

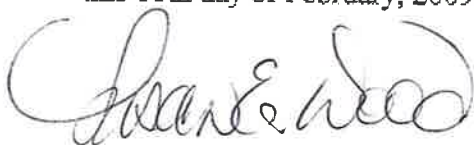
STATUTORY DECLARATION

IN THE MATTER OF the completion of municipal servicing within the Manorview Estates Subdivision, Phases X, XI, XII, XIII, XIV & XV on Plans 57M-224, 57M-755, 57M-760, 57M-762, 57M-766 & 57M-772 respectively;

I, WILSON STAPLES, of Lindsay in the City of Kawartha Lakes, do solemnly declare:

1. That I am the President of 564650 Ontario Inc. and, as such, have knowledge of the matters hereinafter declared.
2. To the best of my knowledge and belief, all of the charges and invoices in connection with the installation of municipal services within the lands on Plans 57M-224, 57M-755, 57M-760, 57M-762, 57M-766 & 57M-772 have been paid in full; all invoices have been paid; there are no monies owing or liens against the properties; and all work has been completed.

SWORN before me at Lindsay in)
the City of Kawartha Lakes,)
this 11th day of February, 2009.)



A Commissioner, etc.


Wilson Staples

Susan Elizabeth Wood, a Commissioner, etc.,
City of Kawartha Lakes, for
Lindsay Law Offices, Barrister and Solicitor.
Expires February 23, 2009.

The Corporation of the City of Kawartha Lakes

Planning Advisory Committee Report

Report Number PLAN2017-040

Date: July 5, 2017
Time: 1:00 p.m.
Place: Council Chambers

Ward Community Identifier: Lindsay Ward 9

Subject: Request by Angeline Street Investments Inc. to enter into a Subdivision Agreement for Plan of Subdivision 16T-12502, File No. D05-18-106, Orchard Meadows on Jennings Creek being Part Lot 24, Concession 5, geographic Township of Ops, former Town of Lindsay, now City of Kawartha Lakes.

Authors and Title: Sherry L. Rea, Planning Development Supervisor
Christina Sisson, Supervisor, Development Engineering

Recommendation(s):

RESOLVED THAT Report PLAN2016-040, respecting Part Lot 24, Concession 5, geographic Township of Ops, former Town of Lindsay, Application D05-18-106, Angeline Street Investments Inc. – 16T-12502, be received;

THAT Schedule “D” Summary of Estimated Costs, in Appendix “C” to Report PLAN2017-040 shall list 100% of the cost of all works to the satisfaction of the Director of Development Services and the Director of Engineering and Corporate Assets;

THAT the Subdivision Agreement for File No. D05-18-106 substantially in the form attached as Appendix “C” to Report PLAN2017-040, be approved and adopted by Council; and

THAT the Mayor and Clerk be authorized to execute any documents and subsequent Agreement(s) required by the approval of this Agreement.

Department Head: _____

Legal/Other: _____

Chief Administrative Officer: _____

Background:

On March 3, 2015, Council granted Draft Plan approval to a 64 lot, low density residential plan of subdivision, being 16T-12502.

On February 16, 2010, Council directed that Subdivision Agreements shall be reviewed by the Planning Committee, for recommendation to Council (CR2010-233). The purpose of this report is to present the staff endorsed draft Subdivision Agreement, attached as Appendix "C" respecting the Draft Plan attached as Appendix "B". This Agreement complies with Council's policies and by-laws applicable to the development of land and incorporates civil engineering standards and land-use planning requirements.

Rationale:

Angeline Street Investments Inc. has requested that the City prepare the required Subdivision Agreement for a draft approved plan of subdivision. There are 71 conditions of draft plan approval and some of these have already been fulfilled and others will be fulfilled in accordance with the requirements and obligations set out in the Subdivision Agreement. Angeline Street Investments Inc. must sign the Subdivision Agreement before the Mayor and City Clerk. The Director of Development Services will subsequently sign the final plan and each of these documents will then be sent to the City solicitor for final review and registration and residential lots will be created with the registration of the M-Plan.

Provincial Policies:

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

As this land is designated for residential development in the City of Kawartha Lakes Official Plan, this plan and implementing Subdivision Agreement conforms to the Growth Plan.

Provincial Policy Statement (PPS):

Similarly, as this land is designated for residential development in the City of Kawartha Lakes Official Plan, this plan and implementing Subdivision Agreement are consistent with the 2014 Provincial Policy Statement.

Official Plan Conformity:

The property is designated "Urban Settlement Area" in the City of Kawartha Lakes Official Plan and subject to the Lindsay Secondary Plan currently under appeal to the Ontario Municipal Board. This plan and implementing Subdivision Agreement conforms to the policies and designations in both the City of Kawartha Lakes Official Plan and the Lindsay Secondary Plan.

Zoning By-law Compliance:

The land is zoned Residential Two Special Sixteen (R2-16), Residential Two Special Thirty-Three (R2-S33), Residential Two Special Thirty-four (R2-S34) and Parks and Open Space (OS) in the Town of Lindsay Zoning By-law 2000-75. The proposed residential use and subdivision layout contained in the Subdivision Agreement comply with the relevant provisions of the Zoning By-law. This development was subject to payment under the North West Municipal Act Capital Charge and the Council acknowledged receipt of the appropriate payment through the consideration of By-law 2016-156 which removed the Holding (H) provision on the zone categories.

Servicing Comments:

In September, 2016, Angeline Street Investments Inc. entered into a Pre-Servicing Agreement with the City for earthworks and provided 50% of the cost of the earthworks. In November, 2016, Angeline Street Investments entered into a Pre-Servicing Agreement with the City for underground servicing and provided 50% of the servicing costs. The developer entered into these agreements prior to the latest City update to the Pre-Servicing Policy. The Subdivision Agreement serves to ensure accountability of the developer in the construction of the servicing infrastructure to be completed on the subject land. All public services under the subdivision agreement will be required to be verified prior to any acceptance, security reduction, and ultimately assumption.

To date, watermain, sanitary sewer and storm sewer infrastructure has been installed on ASI lands through Pre-Servicing and certification, supporting documentation and inspection is required prior to acceptance. Once the subdivision agreement is executed, and all supporting documentation is received, the City will approve the connection to municipal services.

The storm and sanitary sewer servicing for Orchard Meadows is supported through the adjacent Woods of Jennings Creek Development, Dunster Investments Inc. The City has entered into a subdivision agreement with Dunster Investments Inc. and the road right of way and stormwater management lands have been conveyed to the City. The two developments are working to install all required underground servicing infrastructure.

Accessibility Implications:

The accessibility standards established in the Building Code will be shown on the subsequent construction drawings, which must be approved by the City prior to the issuance of a building permit.

Consultations:

Consultations involved staff from the City's Engineering & Corporate Assets and Community Services Departments and the KRCA.

Development Services – Planning Division Comments:

City staff has completed their review of draft Plan 16T-12502, Orchard Meadows on Jennings Creek and endorses Appendix "B" and "C". We support the recommendations set out in this Report PLAN2017-040. It is now appropriate that the matter be considered by Council.

Other Alternatives Considered:

No other alternatives have been considered as this application conforms to the Provincial Policies and the City of Kawartha Lakes Official Plan.

Financial Considerations:

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

It is Staff's understanding that the owner is requesting only one change to the City's standard procedures:

1. The standard Subdivision Agreement requires that all development charges follow the Council approved policy of September, 2016. It is Staff's understanding that the owner will be requesting that payment of these Development Charges be deferred to the issuance of the Building Permit stage.

The Director of Community Services advises that the City should accept cash in lieu of parkland as set out in Planning Act and being 5% of the appraised property. An appraisal report was prepared by Antec Appraisal Group with an Estimated Retrospective Market Value as of March 12, 2015, being one day prior to Draft Plan Approval to be \$830,000.00. The calculated 5% cash in lieu parkland would be \$41,500.00 payable prior to the signing of the final plan by the Director of Development Services.

Relationship of Recommendations To The 2016-2019 Strategic Plan:

The Council Adopted Strategic Plan identifies these Strategic Goals:

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

This application aligns with the Exceptional Quality of Life goal as it permits residential development with access to municipal parks and cycling and walking paths.

Attachments:

The following attached documents may include scanned images of Appendices, maps, and photographs. If you require an alternative format, please contact Sherry Rea, Development Planning Supervisor 705.324.9411 ext. 1331.

Appendix “A” – Location Map



Appendix 'A' -
Location Map.pdf

Appendix “B” – Draft M-Plan



Appendix 'B' - Draft
Plan of Subdivision.pdf

Appendix “C” – Draft Subdivision Agreement

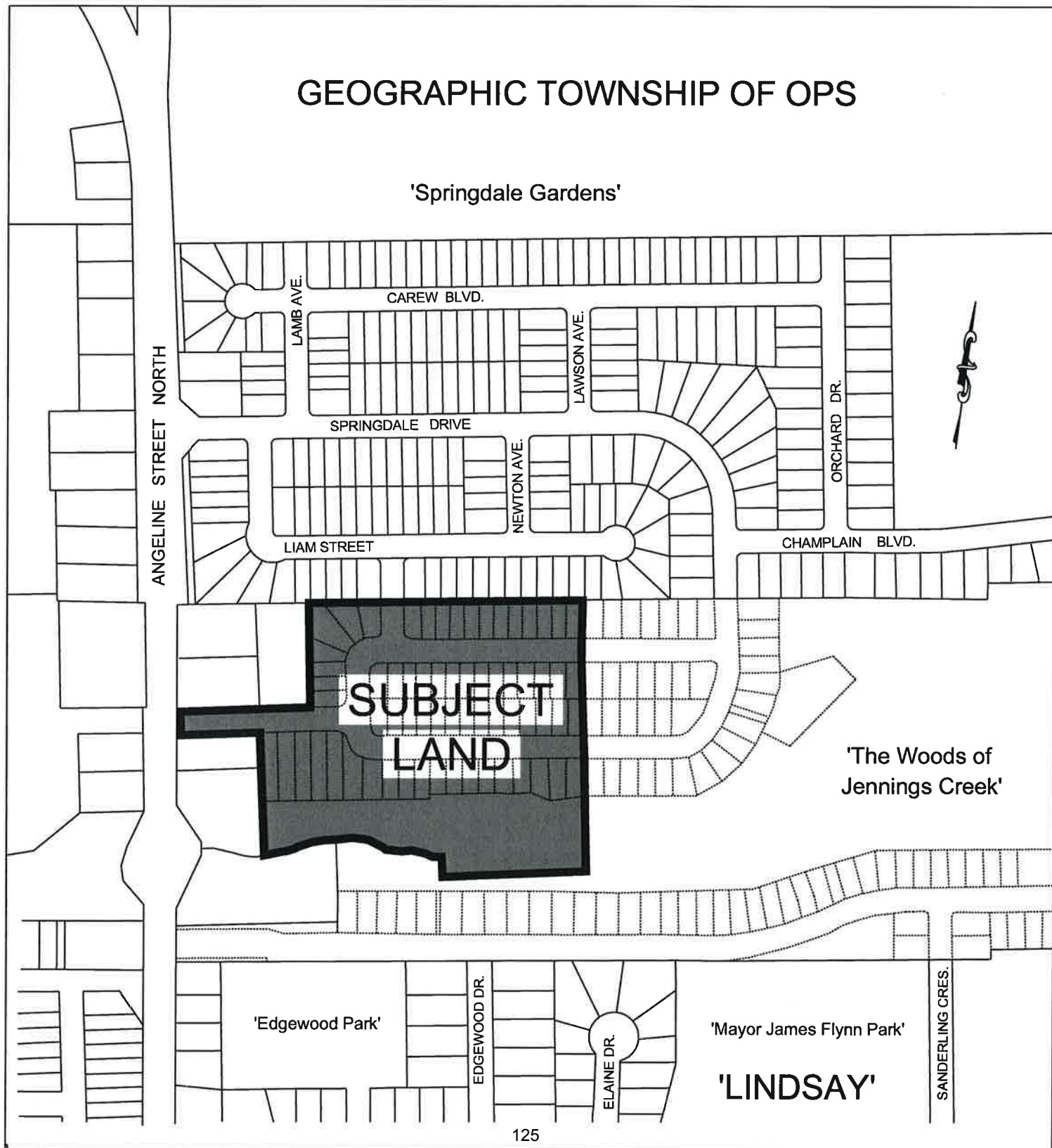


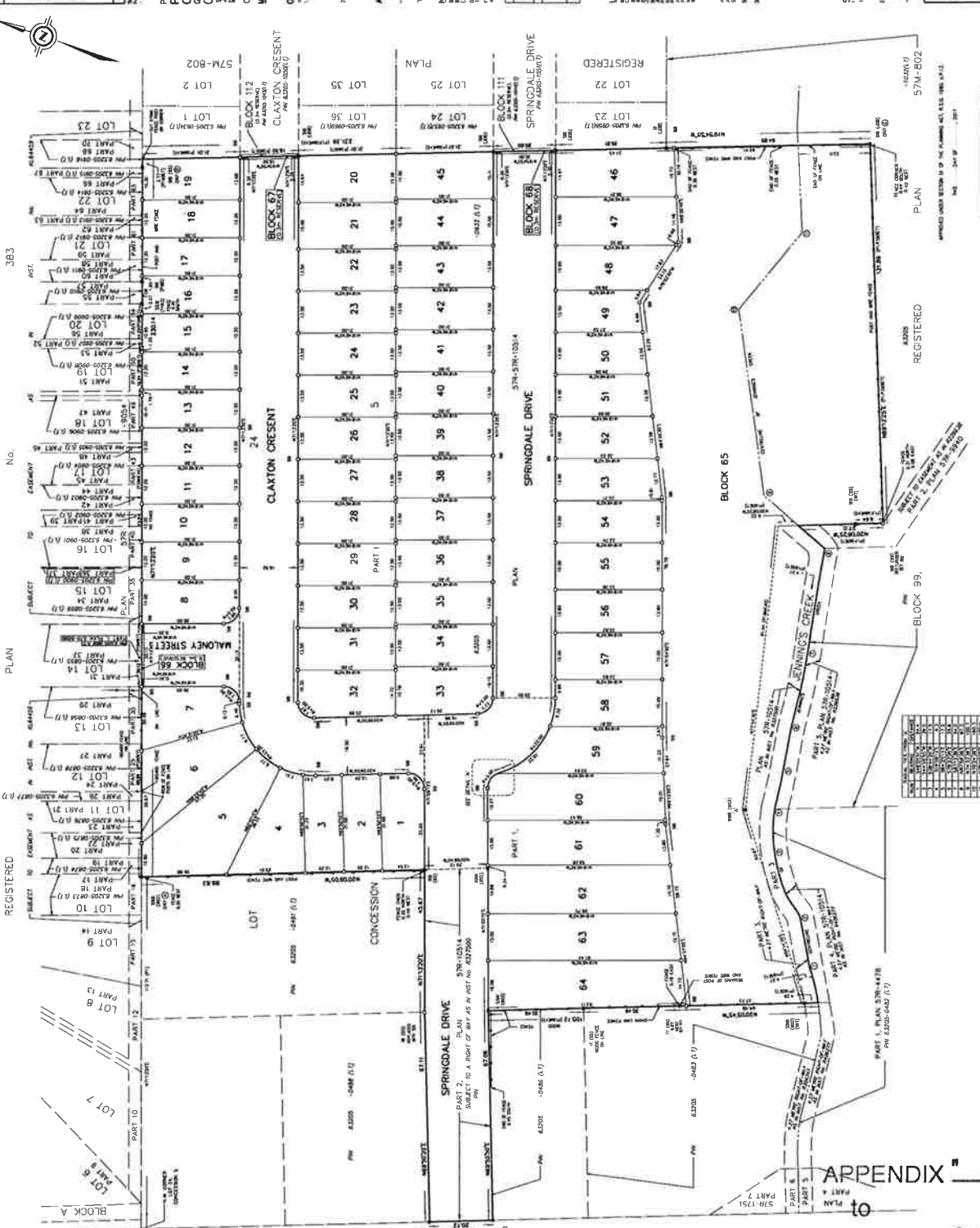
20160626
16T-12502 Orchard M

Department Head E-Mail: cmarshall@city.kawarthalakes.on.ca

Department Head: Chris Marshall

Department File: D05-17-001 and D06-17-019





APPENDIX
to

REPORT

FILE NO.

PLAN 2077-040

105-18-106²

Document General

Subdivision Agreement

Between

Angeline Street Investment Inc.

and

The Corporation of the City of Kawartha Lakes

16T- 12502

Dated as of _____

DRAFT

CITY OF KAWARTHA LAKES

SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate this ____day of _____, 2017.

BETWEEN:

Angeline Street Investments Inc.

Hereinafter called the “OWNER”

OF THE FIRST PART

and

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Hereinafter called the “CITY”

OF THE SECOND PART

WHEREAS Council has granted Draft Plan Approval with Conditions (File No.16T-12502 – D05-18-106) for the proposed subdivision, and whereas Council has authorized the execution of this Agreement, which requires that the Owner shall satisfy all the requirements financial and otherwise of the City. This Agreement is entered into to set out the terms and conditions which must be met in consideration of the City and appropriate agencies advising the City that the conditions have been met.

AND WHEREAS the Land affected by this Agreement is legally described as Part of Lot 24, Concession 5, Geographic Township of Ops, Former Town of Lindsay, now City of Kawartha Lakes., as shown on Plan 57M- _____, City of Kawartha Lakes. More particularly, the Land is described as Lots 1 to 64, both inclusive, Blocks 65 and 66 for Open Space and Blocks 67, 68 and 69 for 0.3m reserves, as shown on Plan 57M-_____, City of Kawartha Lakes.

AND WHEREAS the Owner has applied to the City pursuant to Subsection 51(26) of the *Planning Act* for an Agreement to provide the implementation of the draft plan conditions for File No. 16T-12502 as required by the City and the City

has agreed to allow the registration of the Draft Plan of Subdivision for the above-mentioned Land.

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

AND WHEREAS the Owner has entered into a Cost Sharing Agreement, dated May 12, 2015, between Dunster Investments Inc. and Angeline Street Investments Inc., for the purpose to service the ASI lands and to connect into certain sanitary and storm sewer infrastructure and facilities located in Phase 1 North of the Dunster Lands.

AND WHEREAS the Owner has agreed that servicing the above mentioned Land is dependent on the installation of Public Services on the adjacent Dunster Investments Inc. lands, to the satisfaction of the City.

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

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money in Canada now paid by each of the parties hereto to each of the other parties hereto (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

1. PUBLIC SERVICES

a) SERVICING

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

copy on CD of the approved construction plans shall have been deposited with the Director prior to the execution of this Agreement by the City.

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

b) INSPECTION

The Owner covenants and agrees to retain a competent consulting engineer experienced in the municipal engineering field. All of the Public Services shall be installed under the supervision and inspection of the consulting engineering firm of D.G. Biddle and Associates Limited (the "Consulting 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 Consulting Engineer is hereby approved by the Director and shall file in writing with the Director an undertaking with respect to the work being done under its supervision and inspection. The Consulting Engineer shall provide appropriate inspection and review of the work in order that a written final certification regarding all the Public Services may be provided. The Consulting Engineer shall be retained by the Owner until all requirements of this Agreement have been completed to the satisfaction of the Director.

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

c) CONTRACTORS

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

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

d) INSTALLATION

In the event that the Owner fails to complete the hereinafter mentioned Public Services within the four (4) year period outlined in Section 1.a) above, or, is in default as per Section 8, the Director may, without further notice, enter upon the said Land and proceed to supply all materials and do all necessary works in connection with the installation of said Public Services, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof, together with an administrative fee of 5% of the cost of such material and works, to the Owner who shall forthwith pay the same upon demand by the City. It is understood and agreed between the parties hereto that such entry upon the Land shall be as agent for the Owner and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the said Public Services by the City.

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

Engineering drawings showing "As-Built" information for all public services installed, in electronic AutoCAD, PDF and hard copy are required to be submitted to the City within three (3) months after the date of installation of the services. The Owner will be responsible for executing all public servicing locates, including water, sanitary and storm infrastructure, within the development until the Director receives and approves the "As-Built" drawings.

e) REPAIRS

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

In the event the condition as aforesaid is an emergency, or immediate rectification is required, the City may take such action and do all such acts and things as are considered necessary and advisable in the place and stead of the

Owner, and the Owner shall reimburse the City for any and all expenses incurred, whether directly or indirectly by the City, in connection with the same. It is understood and agreed between the parties hereto that any repair work carried out by the City under this clause shall not be deemed, for any purposes whatsoever, as acceptance or assumption of the said Public Services by the City.

f) ACCEPTANCE

When the Public Services are completed and cleaned to the satisfaction of the Consulting 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 Consulting Engineer of any items of work requiring further rectifications.

Prior to Acceptance, the Owner shall file with the Director the following:

- i) An electronic copy on a CD (AutoCad and pdf) as required and a full set of hard copy drawings showing "As-Built" information;
- ii) A letter of credit or cash deposit in the amount of 10% of the total cost of all Public Services to guarantee performance of the completed Public Services;
- iii) A statutory declaration that all accounts for material, labour and equipment employed for installation of the Public Services are paid in full;
- iv) A certificate from the Consulting Engineer, certifying that the Public Services have been constructed in conformity with this Agreement and in accordance with the plans and specifications approved by the Director subject to any variation or amendment as approved in writing by the Director or his or her Agent as the case may be, and that the rough grading of the Subdivision Land has been completed to provide the proper outlet for the major design storm, including completion of the stormwater management facility;
- v) A letter of credit or cash deposit in the amount of \$3000.00 per vacant Lot on which a dwelling has not been constructed to secure the completion of grading and landscaping on that Lot.

g) MAINTENANCE

The Owner COVENANTS AND AGREES to maintain and keep in a proper state of repair and operation all of the Public Services constructed, installed, or provided by the Owner for a period of one (1) year from the date of Acceptance by the City, with the exception of the top course of surface asphalt and final repairs and/or corrective measures to surface works which shall be subject to a minimum one year maintenance period.

h) ASSUMPTION

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

- i) to clean all sewers, manholes, and catchbasins to be free of road materials, building debris, and other foreign matter, and to clean such materials from the system, to provide a sewer video inspection, and to rectify any deficiencies the sewer video inspection may reveal;
- ii) to clean and remove any debris and earth deposits from all roadway pavement and the Land;
- iii) to rectify and repair all damages, settlements, or depressions to the above ground infrastructure including but not limited to curbs, water boxes, sidewalks, roadways, etc.;
- iv) to pay for the cost of installation of pavement markings;
- v) to repair grading problems associated with any lot or block within the Plan of Subdivision on which a dwelling has been completed or, in the alternative, to secure such remediation by way of a \$3,000.00 deposit for each Lot on which there exist any such problems;
- vi) to rectify, clean out, and repair damages to the stormwater management facilities, and to assure the City these facilities are functioning in accordance with the approved stormwater management report and engineering drawings;
- vii) to comply with and pay all outstanding work orders that the City may have concerning emergency repairs; and
- viii) to make all plant material replacements pursuant to the conditions of the maintenance period.

i) CONDITIONS FOR ASSUMPTION OF PUBLIC SERVICES

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

- 1) a certificate from the Consulting Engineer stating that all stormwater management facilities as required in the stormwater management report and as shown on the engineering drawings are constructed, are operational, and are functioning;
- 2) a certificate from an Ontario Land Surveyor certifying that he or she has confirmed the areas and frontage of all lots and blocks in the

subdivision and has located or replaced all standard iron bars as shown on the registered plan, and has located or properly re-established all block corners, the beginnings and ends of all curves including all corner roundings and all points of change in direction of streets;

- 3) a certificate executed by the Consulting Engineer certifying that all lots and blocks within the subdivision have been graded in accordance with the overall grading plan and that there are no drainage problems for which the Owner is responsible; and
- 4) confirmation from the City that any emergency repairs that may have been completed by the City have been paid for by the Owner.

j) ASSUMPTION BY-LAW

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

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

k) LIABILITY

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

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

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

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

2. CLEARANCE OF BUILDING LOTS

The Owner further COVENANTS AND AGREES with the City that no Building Permits will be applied for or issued for detached dwelling or buildings or structures on any of the Lots and Blocks shown on Schedule "A" attached hereto until such time as water, sewage and drainage facilities and suitable base asphalt road foundation have been installed and the Consulting 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, as well as all other application fees applicable to such Lot or Block.

The Owner further agrees not to impose Section 11.(3) of the Building Code Act, with respect to the occupancy inspections stated herein.

3. LAND FOR MUNICIPAL PURPOSES

The Owner COVENANTS AND AGREES to convey to the City free of charge and free of all encumbrances such easements and Blocks as are set out in Schedule "B" hereto for the installation and maintenance of the Public Services

installed by the Owner under provisions of this Agreement and for Municipal purposes in conjunction with the Registration of the Plan of Subdivision.

b) The Owner further COVENANTS AND AGREES not to convey, or agree to convey, any Land as shown on Schedule "A" hereto in which the City or Hydro One Networks Inc. is being conveyed an interest by way of easement, right-of-way or agreement, under the terms of this Agreement until such time as the City and Hydro One Networks Inc. have registered on title of the property through which an easement or right-of-way passes, the grant of easement or right-of-way. It is understood that no Building Permits will be issued on any Land as shown on Schedule "A" hereto until such time as the City Solicitor and Hydro One have certified that all necessary easements have been received in satisfactory form and have been registered and that the titles to such easements are free and clear of all encumbrances.

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

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

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

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 his expense, such further easements and right-of-ways as may be required for the installation and supply of the Public

Services, including those easements and right-of-ways which the Director may establish as necessary during construction and prior to Assumption, and any such additional easements and right-of-ways shall thereafter be deemed to have been set out in Schedule "B".

4. LAND TO BE RETAINED BY THE OWNER

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

5. LOT GRADING

a) The Owner AGREES with the City that all Lots and Blocks will be graded in accordance with the Lot Grading Plan on file with the City and identified as Schedule "E", and in the manner described in Schedule "C" hereto and topsoil will be replaced in accordance with Section 16 of this Agreement hereof and further that prior to the placing of topsoil on any of the Land herein the Owner will arrange for an inspection of and receive the approval of the lot grading by the Consulting 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 he or she 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 Consulting Engineer in the development of the Lot Grading Plan and which, in the opinion of the Director, requires the construction of additional drainage or appurtenant works, the Owner

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

d) It is AGREED that any deposit monies provided by the Owner to the City pursuant to the provisions of Subsections 1.f)(v) and/or 1.h)(v) hereof shall be in addition to all other financial requirements of the Owner. Upon the subsequent and satisfactory completion of lot grading on any such Lot or Block, the deposit of \$3,000 applicable to said Lot or Block shall be refunded by the City to the Owner. In the event that the lot grading has not been undertaken on a Lot or Block on which construction of a dwelling has been completed, the City shall be entitled, in its absolute discretion, albeit only after having first afforded the Owner an opportunity to undertake and complete the grading, to apply the deposit monies to complete the grading on said Lot or Block.

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

- i) the dimensioned property limits of the Lot or Block;
- ii) the proposed location of the dwelling and/or detached accessory buildings and/or structures to be located on the Lot or Block;
- iii) the proposed lowest basement floor elevation and proposed lowest opening and proposed finished floor grades of the dwelling;
- iv) the proposed finished Lot or Block grades;
- v) the existing and proposed lot grades for each of the corners of the Lot or Block and intermediate points of grade change; and
- vi) the finished road grades adjacent to the Lot or Block.

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

- vii) that the said site and grading plan is in conformity with the approved Lot Grading Plan included in Schedule "E" of this Agreement and with the road grades as shown on the approved Plans and Specifications approved by the Director;
- viii) that the Consulting Engineer has examined the plans and drawings for the proposed dwelling to be erected on the Lot or Block; and;
- ix) 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 Consulting Engineer will be retained for the purposes of preparing an as-built Lot Grading Plan for each Lot and Block. The Owner further AGREES to have the Consulting Engineer review the as-built Lot Grading Plan and issue a Certificate in accordance with Section 5.e).

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

h) The Owner AGREES that for all Lots requiring the installation of a sewage system, that notice be given prior to or at the time of application for a Building Permit, to the satisfaction of the City of Kawartha Lakes Sewage System Inspector in accordance with the Ontario Building Code made under the Building Code Act, as amended or revised from time to time.

6. PAYMENT OF TAXES

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

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

7. COMMUTATION OF LOCAL IMPROVEMENTS

The Owner AGREES to commute and pay all charges with respect to existing local improvements assessed against the property on the said Plan of Subdivision. Such payments are to be made by the Owner before the issuance of a Building Permit.

8. DEFAULT

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

- i) is not diligently completing the Public Services within the specified time, and/or;
 - ii) neglects or abandons the Public Services prior to completion, and/or;
 - iii) has caused unreasonable delays so that this Agreement is not being complied with or is carelessly executed, and/or;
 - iv) is refusing to renew or complete such Public Services as may be directed as defective or unsuitable, and/or;
 - v) is not constructing the Public Services in compliance with the Director's approved drawings and conditions.
 - vi) otherwise defaults in its obligations set out in performance in accordance with this Agreement.
- b) In the event that the City judges the Owner to be in default as hereinbefore provided, the City shall notify the Owner of the particulars of such default by registered mail and shall specify the time within which such default shall be remedied.
- c) In the event that the Owner fails to remedy the default within the time specified, the City shall thereafter have full authority and power to stop all Public Services and if the City so elects, it may purchase such materials, tools and machinery and employ such workers or contractors as in the opinion of the Director, are necessary to complete the Public Services. The City shall be entitled to realize on 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 realizable value of the security available to the City, then the Owner shall, within 30 days of written demand by the City, reimburse the City for such excess expenses and administrative costs. If it is not paid within 30 days of the demand, such unpaid balance shall bear interest at the rate determined by the Treasurer, and may be applied as a charge on the Land.
- e) Unless the remedy of the default is in the nature of an emergency, the notice of default provided-for above shall allow the Owner at least ten (10) business days to cure the default before the City may act on the Owner's behalf and use any remedies set out in this Section 8 or elsewhere in this Agreement.

9. FINANCIAL ARRANGEMENTS

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

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

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

- i) The security shall be for any obligations of the Owner pursuant to the provisions of this Agreement, without limitations whatsoever and shall include H.S.T.;
- ii) Drawings on the security shall be permitted upon the City claiming default by the Owner under the terms of this Agreement, and certifying that the notice provided for under Section 8 hereof has been given, and such default shall not be limited to the actions of the Owner;
- iii) Partial drawings on the security shall be permitted;
- iv) If the security is in the form of a letter of credit and is not renewed at least thirty (30) days prior to the date of expiry by an irrevocable letter of renewal or replacement letter of credit in such form and on such terms acceptable to the City’s Treasurer, the City may be permitted to draw on up to 100% of the letter of credit on or before the date of expiry.

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

- i) Calculate 10% of the estimated cost of the completed works as inspected and agreed to by the City;

- ii) Add thereto the estimated value of the uncompleted work;
- iii) Add to that subtotal an allowance for contingencies (5%) and engineering and inspection (7%).
- iv) The resultant amount including H.S.T. shall be the revised amount of security required to be held pursuant to Schedule "D".
- v) At no time can the amount of security be reduced to below the actual amount required to secure the completion of the 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 Lien Act, R.S.O. 1990, c. C.30, as amended (the "Construction Lien 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 Lien Act constitutes a default under this Agreement, and upon receipt of any lien, claim or notice under the Construction Lien 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 Lien 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 herein provided and the City's reasonable legal expenses and planning staff expenses incurred by the City in connection with the preparation, administration and enforcement of this Agreement.

Said Engineering Fee, intended to reimburse the City for the expenses incurred by it in processing the post-draft-plan-approval development of the subdivision, shall be in the amount of 3.5% of the estimated construction value of the Public

Seres 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 proposal. The collection of all of the aforementioned Fees shall be in accordance with By-Law 2007-132, as amended.

g) Prior to the execution of this Agreement by the City, the Owner shall have confirmed the payment option for Development Charges in accordance with applicable By-law 2015-224, as amended or replaced from time to time, and Development Charge Deferral Policy as per Report ENG2016-027, Appendix B as per Council Resolution 2016-796.

For this Agreement for the development of the proposed subdivision, the Development Charge Deferral Program provides for the following:

- i. Deferral to Building Permit Issuance – Development Charge payments in respect of development approved under an agreement are due upon building permit issuance for the development, subject to a maximum 3-year period of deferral from time of the registration of the agreement.
- ii. Deferral to Occupancy – Development Charge payments in respect of each dwelling unit approved under an agreement are due upon occupancy of the dwelling unit, subject to a maximum 3-year period of deferral from the time of the registration of the agreement.

The calculation of the Development Charges payable prior to the execution of this Agreement (for 2017) is as follows:

Residential Dwelling Type	Single-detached dwellings & semi-detached dwellings	Apartments 2 bedroom and larger	Apartments bachelor & 1 bedroom	Multiple units	Total
Proposed Number of Dwelling Units	64	--	--	--	--
Development Charge per Dwelling Unit for Roads and Related	\$4,906	--	--	--	\$313,984
Development Charge per Dwelling Unit for Water Treatment	\$2,295	--	--	--	\$146,880
Development Charge per Dwelling Unit for Water Distribution	\$2,781	--	--	--	\$177,984
Development Charge per Dwelling Unit for Sewage Treatment	\$1,610	--	--	--	\$103,040
Development Charge per Dwelling Unit for Sewage Collection	\$ NWT	--	--	--	--

Total Development Charges Payable at Time of Subdivision Agreement	\$11,592	--	--	--	\$741,888
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Development Charges for all other services are payable at the time of issuance of Building Permit, in accordance with the provisions of the Development Charges By-law then in effect.

The Owner has confirmed the option that all payments of Development Charges for 64 single family lots will be deferred to the time of building permit, in accordance with the provisions of the Development Charges By-Law then in effect.

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 **Angeline Street Investment Inc.**
Address **15 Mayfield Crescent, Whitby, ON L1N 8P4**
 Thornhill, ON L4J 8S4
 Attention: Sohan Kansal
 Greg DeFreitas

Phone **(905) 326-1616**
Email **gdefreitas@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 said Subdivision of all Public Services provided for such purchaser and where the said purchaser pays directly any portion of the cost thereof, the cost of such Public Services and the share thereof to be paid by

such purchaser, and cause such information to be fully recorded in any offer or agreement to purchase any Lot or Block entered into by any such purchaser. Each Agreement of Purchase and Sale for a Lot or Block in the said Subdivision shall include the provisions contained in the following Sections of this Agreement, namely: 5, 11, 23, 35, and Schedule ‘G’.

12. HYDROGEOLOGICAL REPORT

Specific requirements as applicable to the plan are to be inserted

13. EMERGENCY ACCESS ROUTE / WALKWAY

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

14. CONSTRUCTION ACCESS

The Owner AGREES that all construction access to the site shall be only from Angeline Street North. The construction access route must be clearly signed to the satisfaction of the City.

15. ZONING

The Owner AGREES that the Land shown on Schedule "A" hereto shall be governed by the provisions of File D06-18-125 and Zoning By-Law 2015-169, as amended which provides the following zoning:

LOT OR BLOCK	ZONE
Lots 1 to 45 and Lots 60 to 64	Residential Two Special Sixteen (R2-S16)
Lots 46 to 48 and Lots 51 to 59	Residential Two Special Thirty-Four (R2-S34)
Lots 49 and 50	Residential Two Special Thirty-Three (R2-S33)
Block 65 and 66	Open Space (OS)

16. CONSTRUCTION & SOIL USE

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

a)That all streets abutting on the Land to be included in this Agreement and to be used for access during the construction of the dwellings or other buildings on the

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

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

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

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

17 REGISTERED PLAN

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

18. UTILITY COORDINATION

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

19 AGREEMENT WITH HYDRO ONE NETWORKS INC.

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

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

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

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

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

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

20. STREETSCAPE PLAN

The Owner COVENANTS AND AGREES to:

- a) install trees within the rights of way of all streets to be dedicated to the City in accordance with the approved landscape plan;
- 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.

21. WINTER MAINTENANCE AND WASTE COLLECTION

a) The Owner covenants and agrees to snowplow and sand all roads in the Plan of Subdivision until the issuance of the first final occupancy permit.

b)The Owner and City covenant and agree that the City shall pick up the residential waste from the occupied dwelling units, in accordance with By-Law 2007-024, as amended, only after the issuance of the first final occupancy permit.

22. MODEL HOME

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

b) The Owner COVENANTS AND AGREES that he or his agent/builder/contractor will submit to the Chief Building Official of the City, a Site Plan and such other plans and drawings as the City deems necessary for the development of the Model Home area for approval of the Director, which approval must be obtained prior to the commencement of any work or construction hereunder and as a prerequisite to the issuance of the Building Permit with respect to the said Lot. Approval shall relate to the lot grading, drainage and landscaping as well as all other matters which the Owner proposes to install, construct or erect on the said Lot.

c) The Owner COVENANTS AND AGREES to provide in accordance with the Site Plan to the satisfaction of and at no expense to the City, the following:

i) Off-street granular parking facilities detailed in the Model Home Plan and access driveway;

ii) Facilities for the lighting of the said Lot and the building or structure to be erected thereon;

iii) Walls, fences, hedges, shrubs, and sod for the landscaping of the said Lot or for the protection of adjoining land;

iv) Facilities for the construction, maintenance or improvement of water courses, ditches, and drainage works in connection with the development of the said Lot; and

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

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

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

23. TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD

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

24. FIRE SERVICE DEPARTMENT REQUIREMENTS

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

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

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

25. BELL CANADA REQUIREMENTS

a) Prior to the issuance of Building Permits, the Owner AGREES that Bell Canada shall confirm to the City, that satisfactory arrangements, financial and

otherwise, have been made with Bell Canada for any Bell Canada facilities serving this Plan of Subdivision which are required to be installed underground.

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

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

26. ENBRIDGE GAS DISTRIBUTION REQUIREMENTS

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

27. ARCHAEOLOGICAL FINDS

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

b) 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 Culture be notified and only commenced with the Ministry's concurrence.

28. STORMWATER MANAGEMENT

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

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

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

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

Not Applicable.

30. OTHER UPGRADES

The Owner is required to construct, entirely at their expense, the roadway and municipal services on Streets B, C and D, abutting/adjacent to the subdivision, necessary to provide access and services to the proposed subdivision.

The City agrees that the completion of the aforementioned road and servicing work is not a precondition to the Owner obtaining Building Permits from the City for the construction of the dwellings within the Subdivision and that the City shall issue Building Permits to the Owner for such dwellings notwithstanding that there may be incomplete road and servicing work at the time of any Building Permit issuance. Provided however that the Owner shall not be entitled to receive occupancy clearance from the City for any dwelling constructed as aforesaid until all requisite road and servicing work as hereinbefore contemplated is completed to the satisfaction of the City. The Owner further agrees not to impose Section 11.(3) of the Building Code Act, with respect to the occupancy inspections stated herein.

31. PARKLAND CONTRIBUTION OR CASH-IN-LIEU

The Owner COVENANTS and AGREES that prior to the execution of this Agreement by the City, the Owner shall have paid to the City cash-in-lieu of the dedication of parkland equal to 5% of the appraised value of the Land. Such value shall be determined by an experienced and qualified land appraiser (CRA or AACI) as of the day before draft plan approval was given by the City or the most recent extension of such draft plan approval by the Director of Development Services or his designate. The appraisal report shall accompany the cash-in-lieu payment. The City is not required to accept the appraisal report and reserves the right to peer-review the appraisal report and negotiate the cash-in-lieu payment. Said amount is \$41,500.00 based on the appraisal of the entire draft approved plan dated March 12, 2015.

32. SCHEDULES

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

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

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

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

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

34. BUFFER AND FENCING REQUIREMENTS

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

35. CANADA POST REQUIREMENTS

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

purchasers of locations of CMBs in accordance with Schedule “G” Item 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

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

37. MINISTRY OF NATURAL RESOURCES AND FORESTRY REQUIREMENTS

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

38. MINISTRY OF THE ENVIRONMENT AND CLIMATE CHANGE

The Owner shall comply with all requirements of Ministry of the Environment and Climate Change (MOECC) Environmental Compliance Approval (ECA) Number 1637-AKRPSA issued April 24, 2017 as amended, for the construction of storm and sanitary sewers .

The storm and sanitary sewer outlets are approved under adjacent development MOECC ECA Number 6370-ALQP2Y.

The approved storm and sanitary sewer outlets must be constructed and certified to the satisfaction of the City in order for the Owner to connect to municipal sanitary and stormwater outlets..

39. SUBORDINATION

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

40. MISCELLANEOUS

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

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

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

i) Such provision shall be deemed severed from the Agreement and the balance of the Agreement and its Schedules shall continue in full force and effect; and

ii) The parties shall provide and perform such further assurances as are necessary to ensure the implementation of those provisions deemed severed.

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

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

41. REGISTRATION OF AGREEMENT

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

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

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

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

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Andy Letham, MAYOR

Judy Currins, CITY CLERK

ANGELINE STREET INVESTMENTS INC.

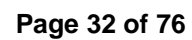
Owner’s Name:
Title:
I have the authority to bind the Corporation.

Owner’s Name:
Title:
I have the authority to bind the Corporation

SCHEDULE “A”

DESCRIPTION of the LAND

The Land affected by this Agreement is legally described as Part of Lot 24, Concession 5, Geographic Township of Ops, Former Town of Lindsay, now City of Kawartha Lakes., as shown on Plan 57M- _____, City of Kawartha Lakes. More particularly, the Land is described as Lots 1 to 64, inclusive, Blocks 65 to 66 for Open Space, and Blocks 67,68 and 69 for 0.3 metre reserves _____, as shown on Plan 57M-_____, City of Kawartha Lakes.



SCHEDULE “A-1”

ENGINEERING DRAWINGS

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

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

1. D.G. Biddle and Associates, Project Name: Orchard Meadows on Jennings Creek, Subdivision 16T-12502, Project Number: 115123, Drawing Title: General Site Servicing Plan, Drawing No: D1 and Sheet No: 1 of 20, Prepared on November, 2015 and Revision No.2 on October, 2016.
2. D.G. Biddle and Associates, Project Name: Orchard Meadows on Jennings Creek, Subdivision 16T-12502, Project Number: 115123, Drawing Title: Standard Notes and References, Drawing No: R1 and Sheet No: 2 of 20 and Prepared on November, 2015 and Revision No.2 on October, 2016.
3. D.G. Biddle and Associates, Project Name: Orchard Meadows on Jennings Creek, Subdivision 16T-12502, Project Number: 115123, Drawing Title: Lot Grading Plan, Drawing No: LG1 and Sheet No: 3 of 20 and Prepared on November, 2015 and Revision No.2 on October, 2016.
4. D.G. Biddle and Associates, Project Name: Orchard Meadows on Jennings Creek, Subdivision 16T-12502, Project Number: 115123, Drawing Title: Lot Grading Plan, Drawing No: LG2 and Sheet No: 4 of 20 and Prepared on November, 2015 and Revision No.2 on October, 2016.
5. D.G. Biddle and Associates, Project Name: Orchard Meadows on Jennings Creek, Subdivision 16T-12502, Project Number: 115123, Drawing Title: Springdale Street, STA 1+000.000 To STA. 1+205.049, Drawing No: C1 and Sheet No: 5 of 20 and Prepared on November, 2015 and Revision No.2 on October, 2016.
6. D.G. Biddle and Associates, Project Name: Orchard Meadows on Jennings Creek, Subdivision 16T-12502, Project Number: 115123, Drawing Title: Springdale Street, STA 1+000.000 To STA. 1+205.049, Drawing No: C2 and Sheet No: 6 of 20 and Prepared on November, 2015 and Revision No.2 on October, 2016.
7. D.G. Biddle and Associates, Project Name: Orchard Meadows on Jennings Creek, Subdivision 16T-12502, Project Number: 115123, Drawing Title: Claxton Crescent, STA 1+000.000 To STA. 1+242.731, Drawing No: C3 and Sheet No: 7 of 20 and Prepared on November, 2015 and Revision No.2 on October, 2016.
8. D.G. Biddle and Associates, Project Name: Orchard Meadows on Jennings Creek, Subdivision 16T-12502, Project Number: 115123, Drawing Title: Street D STA 1+000.000 To STA. 1+037.131, Drawing No:

C4 and Sheet No: 8 of 20 and Prepared on November, 2015 and Revision No.2 on October, 2016.

9. D.G. Biddle and Associates, Project Name: Orchard Meadows on Jennings Creek, Subdivision 16T-12502, Project Number: 115123, Drawing Title: Erosion and Sediment Control Plan, Drawing No: ES-1 and Sheet No: 9 of 20 and Prepared on November, 2015 and Revision No.2 on October, 2016.
10. D.G. Biddle and Associates, Project Name: Orchard Meadows on Jennings Creek, Subdivision 16T-12502, Project Number: 115123, Drawing Title: Storm Sewer Drainage Plan, Drawing No: D-2 and Sheet No: 10 of 20 and Prepared on November, 2015 and Revision No.2 on October, 2016.
11. D.G. Biddle and Associates, Project Name: Orchard Meadows on Jennings Creek, Subdivision 16T-12502, Project Number: 115123, Drawing Title: Storm Sewer Drainage Plan, Drawing No: D-3 and Sheet No: 11 of 20 and Prepared on November, 2015 and Revision No.2 on October, 2016.
12. D.G. Biddle and Associates, Project Name: Orchard Meadows on Jennings Creek, Subdivision 16T-12502, Project Number: 115123, Drawing Title: Utility Coordination Plan, Drawing No: UC-1 and Sheet No: 12 of 20 and Prepared on November, 2015 and Revision No.2 on October, 2016.
13. D.G. Biddle and Associates, Project Name: Orchard Meadows on Jennings Creek, Subdivision 16T-12502, Project Number: 115123, Drawing Title: Street Light Photometric Plan, Drawing No: SL-1 and Sheet No: 13 of 20 and Prepared on November, 2015 and Revision No.2 on October, 2016.
14. D.G. Biddle and Associates, Project Name: Orchard Meadows on Jennings Creek, Subdivision 16T-12502, Project Number: 115123, Drawing Title: Traffic Signage and Details Plan, Drawing No: SL-1 and Sheet No: 14 of 20 and Prepared on November, 2015 and Revision No.2 on October, 2016.
15. D.G. Biddle and Associates, Project Name: Orchard Meadows on Jennings Creek, Subdivision 16T-12502, Project Number: 115123, Drawing Title: Standard Drawing, Drawing No: STD-1 and Sheet No: 15 of 20 and Prepared on November, 2015 and Revision No.2 on October, 2016.
16. D.G. Biddle and Associates, Project Name: Orchard Meadows on Jennings Creek, Subdivision 16T-12502, Project Number: 115123, Drawing Title: Standard Drawing, Drawing No: STD-2 and Sheet No: 16 of 20 and Prepared on November, 2015 and Revision No.2 on October, 2016.
17. D.G. Biddle and Associates, Project Name: Orchard Meadows on Jennings Creek, Subdivision 16T-12502, Project Number: 115123, Drawing Title: Standard Drawing, Drawing No: STD-3 and Sheet No: 17 of 20 and Prepared on November, 2015 and Revision No.2 on October, 2016.
18. D.G. Biddle and Associates, Project Name: Orchard Meadows on Jennings Creek, Subdivision 16T-12502, Project Number: 115123, Drawing Title: Standard Drawing, Drawing No: STD-4 and Sheet No: 18 of

20 and Prepared on November, 2015 and Revision No.2 on October, 2016.

19.D.G. Biddle and Associates, Project Name: Orchard Meadows on Jennings Creek, Subdivision 16T-12502, Project Number: 115123, Drawing Title: Standard Drawing, Drawing No: STD-5 and Sheet No: 19 of 20 and Prepared on November, 2015 and Revision No.2 on October, 2016.

20.D.G. Biddle and Associates, Project Name: Orchard Meadows on Jennings Creek, Subdivision 16T-12502, Project Number: 115123, Drawing Title: Standard Drawing, Drawing No: STD-6 and Sheet No: 20 of 20 and Prepared on November, 2015 and Revision No.2 on October, 2016.

DRAFT

SCHEDULE “B”

LAND FOR MUNICIPAL PURPOSES

1. EASEMENTS FOR GENERAL MUNICIPAL PURPOSES

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

2. EASEMENTS FOR UTILITY PURPOSES

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

3. PUBLIC HIGHWAYS

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

4. 0.3 METRE RESERVES

The Owner shall convey Blocks 67 to 69 both inclusive, as shown on Plan 57M-_____ (16T-12502) to the City for the purpose of a 0.3 m reserve.

5. STORMWATER MANAGEMENT FACILITIES

The stormwater management facility for the Plan of Subdivision 57M-_____ shall be constructed on Block 97 of Plan 57M-802

6. PARKLAND

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

SCHEDULE "C"

SPECIFICATIONS AND STANDARDS

1. General

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

2. Roadways

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

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

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

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

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

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

3. Curbs and Gutters and Sidewalks

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

- i) Concrete barrier curb shall be constructed in accordance with OPSD 600.040 as determined by the City; and

Curb and gutter terminations shall be constructed in accordance with the OPSD 608.010.

Sidewalks shall be constructed in all locations as indicated within the site set out in Schedule "D" attached hereto and in accordance with OPSS - 351.

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

4. Watermains

Watermains, including valves, valve boxes, hydrants etc. shall be installed in accordance with the Ministry of the Environment's *Design Guidelines for Drinking-Water Systems* to which the Certificate of Approval 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

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

b) Sanitary sewer pipe shall be a minimum nominal diameter of 200mm and shall be manufactured of one of the following materials:

- i) P.V.C. plastic meeting the requirements of A.S.T.M. designation D3034, CSA Standard B182.4 and having an S.D.R. of 35 maximum.

- ii) A.B.S. composite wall (Truss Pipe) as manufactured by Armco Canada Limited or an approved equal meeting the requirements A.S.T.M. designation D2680.
- iii) Polyethylene meeting the requirements of A.S.T.M. designation D1248.

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

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

6. Storm Sewers

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

Storm sewer pipe shall be PVC or concrete with rubber gasket joints. Bedding shall be Class “B” unless otherwise stipulated, consisting of approved crushed granular material mechanically compacted to a minimum Proctor Density of 95% in 150mm layers under the pipe to a depth of one-third (1/3) the outside

diameter, such depth being a minimum of 150mm and maximum of 300mm. Like material shall be placed in 150mm layers, mechanically compacted, on both sides of the pipe and to a depth of 300mm above the pipe, to the full width of trench, which, at the top of pipe, shall not exceed 600mm plus the outside diameter of the pipe.

7. Stormwater Management Facility

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

8. Service Connections

Service connections for residential properties, as prepared by the Engineer and approved by the City as set out in Schedule "A" and the Typical Service Connection Cross Section, attached hereto, shall be installed by the Owner and shall conform to the following specifications:

a) Water Service Connections:

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

b) Sanitary Sewer Service Connections:

i) Material:

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

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

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

ii) Installation:

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

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

iii) General:

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

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

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

c) **Storm Sewer Service Connections:**

i) Material:

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

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

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

Sump

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

ii) Installation:

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

Sewer service pipe shall be bedded in approved $\frac{3}{4}$ " stone material compacted to a depth of 150mm below the pipe and Granular "A" to a height of 300mm above the pipe and to the full width of the trench. All services shall be terminated with a collar and water-tight plug.

The Parties AGREE that until a backflow valve and sump pump system has been installed in the basement of each dwelling in accordance with the approved shop drawings to the satisfaction of the City, the City will withhold the issuing of an Occupancy Permit for such dwelling so as to ensure that the building is protected from the potential harmful surcharging of the storm sewer system.

i) General:

The Owner shall supply the Director, prior to the storm service connections being assumed by the City, with a list of the locations of storm sewer service connections at the main sewer and at the street line along with the depths of such connections at the street line. Such locations shall be listed against Lot numbers to which they apply. Connections at the main sewer shall be measured from the nearest downstream manhole and locations at the street line from the nearest lot corner. All such horizontal measurements shall be to the nearest 100mm.

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

9. Street Lighting and Electrical Distribution

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

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

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

10. Pedestrian/Cycling Trail

Not applicable.

11. Parkland

The Owner shall pay to the City cash-in-lieu of the dedication of parkland equal to 5% of the appraised value of the Land. Such value shall be determined by an experienced and qualified land appraiser (CRA or AACI) as of the day before draft plan approval was given by the City or the most recent extension of such draft plan approval by the Director of Development Services or his designate. The appraisal report shall accompany the cash-in-lieu payment. The City is not required to accept the appraisal report and reserves the right to peer-review the appraisal report and negotiate the cash-in-lieu payment. Said amount \$41,500 based on the appraisal of the entire draft approved plan dated March 12, 2015.

12. Buffering and Fencing Requirements

The owner shall agree in the Subdivision Agreement to install commercial grade black vinyl chain link fence along the rear lot lines of Lots 46 to 64 both inclusive.

13. Walkway

Not applicable.

14. Canada Post Requirements

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

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

15. House Numbers

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

16. Street Signs

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

17. Driveway Entrances

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

- Granular “A” – 150mm (minimum)
- Surface Hot Mix Asphalt, H.L.-3 or H.L.-3A – 50mm compacted depth (minimum).

Cut-down curbing for driveway entrances for each Lot shall be as shown on Schedule “A-1” hereto and shall be on the side of the Lot remote from the water service. In no case shall a driveway or driveway entrance be sited over a water service or a hydro service without the Owner or builder having obtained the prior written permission of the respective utility company and the Director.

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

18. Boulevards

All boulevards (i.e. all areas between the property line and gravel shoulder and/or curb, if applicable) which are not utilized for sidewalk or driveways shall be properly graded and covered with a minimum of 150mm of topsoil and nursery sod.

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

19. Construction Plans

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

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

20. Camera Inspection of Sewers

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

21. Addressing

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

Addressing for Residential Lots, Stormwater Management Blocks, Park Blocks

Lot on Plan	Address
1	54 Claxton Crescent
2	52 Claxton Crescent
3	50 Claxton Crescent
4	48 Claxton Crescent
5	46 Claxton Crescent
6	44 Claxton Crescent
7	42 Claxton Crescent
8	38 Claxton Crescent
9	36 Claxton Crescent
10	34 Claxton Crescent
11	32 Claxton Crescent
12	30 Claxton Crescent
13	28 Claxton Crescent
14	26 Claxton Crescent
15	24 Claxton Crescent
16	22 Claxton Crescent
17	20 Claxton Crescent
18	18 Claxton Crescent
19	16 Claxton Crescent
20	17 Claxton Crescent
21	19 Claxton Crescent
22	21 Claxton Crescent
23	23 Claxton Crescent

Lot on Plan	Address
24	25 Claxton Crescent
25	27 Claxton Crescent
26	29 Claxton Crescent
27	31 Claxton Crescent
28	33 Claxton Crescent
29	35 Claxton Crescent
30	37 Claxton Crescent
31	39 Claxton Crescent
32	41 Claxton Crescent
33	154 Springdale Drive
34	152 Springdale Drive
35	150 Springdale Drive
36	148 Springdale Drive
37	146 Springdale Drive
38	144 Springdale Drive
39	142 Springdale Drive
40	140 Springdale Drive
41	138 Springdale Drive
42	136 Springdale Drive
43	134 Springdale Drive
44	132 Springdale Drive
45	130 Springdale Drive
46	131 Springdale Drive
47	133 Springdale Drive
48	135 Springdale Drive
49	137 Springdale Drive
50	139 Springdale Drive
51	141 Springdale Drive
52	143 Springdale Drive
53	145 Springdale Drive
54	147 Springdale Drive
55	149 Springdale Drive
56	151 Springdale Drive
57	153 Springdale Drive
58	155 Springdale Drive
59	157 Springdale Drive
60	159 Springdale Drive
61	161 Springdale Drive
62	163 Springdale Drive
63	165 Springdale Drive
64	167 Springdale Drive

22. Requirement for Blasting

Specifics related to the plan must be inserted.

23. Dumping of Fill or Debris

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

24. Disposal of Construction Garbage

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

25. Qualitative and Quantitative Tests

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

26. Maintenance, Closing and Use of External Roads

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

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

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

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

In the event that any mud, dust, refuse, rubbish and/or other litter of any type resulting from the development of the Land is found upon highways outside of the Land, the Owner shall clean up same to the satisfaction of the Director within

twenty-four (24) hours of the Director giving notice to the Owner or his agent. If the Owner has not caused same to be cleaned up within twenty-four (24) hours as aforesaid, it is agreed that the Director may, at its sole option, carry out the required clean-up work at the Owner's expense plus thirty percent (30%) of the total cost thereof for inconvenience caused to the City.

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

DRAFT

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	\$5,000.00	1.00	\$5,000.00
	Maintenance of Erosion & sediment Controls	ls	\$2,500.00	1.00	\$2,500.00
	Light Duty Silt Fencing (219.110)	m	\$14.00	535	\$7,490.00
	Heavy Duty Silt Fencing	m	\$20.00	467	\$9,340.00
	Construction of Mud Mat	ea	\$5,500.00	1.00	\$5,500.00
	Clearing and Grubbing	ea	\$35,000.00	1.00	\$35,000.00
	Siltation Pond	ea	\$4,000.00	1.00	\$4,000.00
	Construction Signage	ea	\$200.00	1.00	\$200.00
	Subtotal: Site Preparation, Removals and Erosion Control				\$69,030.00
2	Storm				
	250mm s P.V.C. (cb leads)	m	\$140.00	70.9	\$9,926.00
	300mm s P.V.C.	m	\$160.00	174.4	\$27,904.00
	375mm s P.V.C.	m	\$230.00	98.8	\$22,724.00
	450mm s P.V.C.	m	\$240.00	19.2	\$4,608.00
	525mm s Conc.	m	\$250.00	181.2	\$45,300.00
	600mm s Conc.	m	\$300.00	220.6	\$66,180.00
	600mm CSP Culvert	m	\$350.00	25	\$8,750.00
	1200mm s (OPSD:701.010)	v.m	\$1,200.00	22.7	\$27,240.00
	1500mm s (OPSD:701.011)	v.m	\$1,800.00	3.3	\$5,940.00
	600mm s Catch Basin c/w Frame & Grate (OPSD:705.010/400.020)	ea	\$1,800.00	18	\$32,400.00
	600mm s Ditch Inlet Catch Basin c/w Frame & Grate (OPSD:705.010/400.120)	ea	\$1,800.00	3	\$5,400.00
	150mm Storm Service Connection	ea	\$1,100.00	65	\$71,500.00
	Connect to existing system	ea	\$2,500.00	2	\$5,000.00
	Clean, Flush and Video Inspection of Storm Sewers	m	\$6.00	765.1	\$4,590.60
	Subtotal: Storm				\$337,462.60

3	Sanitary				
	200mm ø P.V.C. 404.020	m	\$175.00	511.6	\$89,530.00
	1200mm ø (701.010)	v.m	\$1,500.00	21	\$31,500.00
	100mm ø Sanitary Service	ea	\$900.00	65	\$58,500.00
	Connect to existing system	ea	\$2,500.00	2	\$5,000.00
	Clean, Flush and Video Inspection of Sewer	m	\$6.00	511.6	\$3,069.60
	Subtotal: Sanitary				\$187,599.60
4	Watermain and Appurtenances				
	150 mm P.V.C. watermain	m	\$120.00	247.5	\$29,700.00
	150 mm Gate Valve	ea	\$1,600.00	2	\$3,200.00
	150x150x150mm Hydrant Set, Valve and Tee	ea	\$5,000.00	2	\$10,000.00
	200 mm P.V.C. watermain	m	\$150.00	385	\$57,750.00
	200 mm Gate Valve	ea	\$2,200.00	4	\$8,800.00
	200x200x150mm Hydrant Set, Valve and Tee	ea	\$5,250.00	3	\$15,750.00
	19 mm Type K Copper Water Service c/w curb stop	ea	\$1,050.00	65	\$68,250.00
	Cut in 300x200mm Tee c/w restoration	ea	\$7,500.00	1	\$7,500.00
	19 mm Test Point By-Pass	ea	\$3,200.00	1	\$3,200.00
	Connect to existing system	ea	\$3,500.00	2	\$7,000.00
	Water, Disinfection and Pressure Testing	ea	\$800.00	1	\$800.00
	Subtotal: Watermain and Appurtenances				\$211,950.00

5	Road				
	Regulatory Street Signs	ea	\$350.00	3	\$1,050.00
	Granular 'B' 300mm Depth	m3	\$35.00	1850	\$64,750.00
	Granular 'A' 150mm Depth	m3	\$50.00	790	\$39,500.00
	HL8 Asphalt Binder Course 50mm Depth	m2	\$12.00	5450	\$65,400.00
	HL4 Asphalt Surface course 40mm Depth	t	\$105.00	525	\$55,125.00
	Granular 'A' 150mm Depth (Driveways)	m3	\$50.00	645	\$32,250.00
	HL3 Asphalt (Driveways)	t	\$105.00	430	\$45,150.00
	Storm 150 mm Dia Subdrain Road (OPSD216.021)	m	\$15.00	1165	\$17,475.00
	Curb and Gutter (600.040)	m	\$55.00	1165	\$64,075.00
	1.5m wide Concrete Sidewalk	m	\$80.00	596	\$47,680.00
	1.2m Black Vinyl Chain Link Fencing	m	\$75.00	280	\$21,000.00
	Ditching c/w Sod on 150mm of Topsoil	m	\$105.00	20	\$2,100.00
	Boulevard Sod on 150mm of Topsoil	m²	\$12.00	3600	\$43,200.00
	Street Trees	ea	\$350.00	64	\$22,400.00
	Concrete Mail Box Pad	ea	\$2,500.00	1	\$2,500.00
	Line Painting	l.s	\$1,000.00	1	\$1,000.00
	Electrical Light Standards	ea	\$2,500.00	18	\$45,000.00
	Subtotal: Road				\$569,655.00

6	Legal Fees				
	Miscellaneous Legal Fees (associated with review and registration)	LS	\$5,000.00	1	\$5,000.00
	Subtotal: Legal Fees				\$5,000.00
7	Earthworks				
	Topsoil Strip and Stockpile	m ³	\$4.32	12900	\$55,728.00
	Earth Excavation and Grading	m ³	\$5.40	4600	\$24,840.00
	Subtotal: Earthworks				\$80,568.00
	Subtotal (Items 1.0 - 7.0)				\$1,414,573.90
8	Engineering and Contingency				
	5% Contingency				\$70,728.70
	7% Engineering				\$99,020.17
	*Subtotal				\$1,584,322.77
	H.S.T - 13%				\$205,961.96
	Total Construction Costs				\$1,790,284.73
	*DAAP Fee: 3.5% of Subtotal - Pre H.S.T.				\$55,451.30
9	Security				
	Security inclusive of H.S.T.				
	Total of Security				\$1,790,284.73

SUMMARY OF ESTIMATED COSTS (continued)

In accordance with Section 9. - Financial Arrangements, the Owner shall pay the Engineering Fee for the post-draft-plan approval development of the subdivision in the amount of 3.5% 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 \$55,451.30. The initial payment of \$ 42,920.98, which was comprised of 75% of the fee based on the estimated construction value of \$ _____ per unit, was submitted on April 7, 2016. Therefore the remainder of the fee owed is \$ 12,530.32

SCHEDULE “E”

LOT GRADING PLAN

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

DRAFT

SCHEDULE “F”

CONDITIONS OF DRAFT PLAN APPROVAL

The Corporation of the City of Kawartha Lakes granted draft plan approval on March 3, 2015 and such approval was subject to the following conditions:

GENERAL CONDITIONS

1. That this approval applies to the draft plan of subdivision 16T-12502 prepared by DeFreitas Engineering Inc., dated March 10, 2014, which shows a total of 66 single family lots, being Lots 1 to 66 inclusive, Block 67 for open space, Blocks 68, 69 and 70 for 0.3 m. reserves.
2. All conditions shall be fulfilled and satisfied, and final approval shall be given or this draft plan approval shall lapse after three (3) years from the date the Notice of Decision is sent out with respect to this draft approval.
3. Prior to the signing of the final plan by the Director, a Subdivision Agreement shall be entered into and executed by the owner and the City to satisfy all financial, legal, and engineering matters, including the design, provision and installation of roads, services, sidewalks, on-street illumination, tree plantings, walkways, daylighting triangles, road signs, traffic signals, stormwater management facilities and drainage works, and all recommendations contained in related technical reports approved by the City.
4. The Subdivision Agreement shall include the payment of all applicable development charges in accordance with applicable Development Charges By-law.
5. Prior to the signing of the final plan by the Director, the Capital Charge By-law in respect of the North West Trunk Sanitary Sewer project shall be in force and effect. The owner shall agree to pay the entire fee established by the Capital Charge By-law in respect of all the land subject to the final plan, in accordance with a payment schedule comprised of the principal and annual interest, accruing until the total of all fees has been paid.
6. The Subdivision Agreement shall contain provisions that the owner shall pay in full all financial obligations and/or encumbrances owing to the City respecting the subject lands, including property taxes and local improvement charges.
7. The owner agrees, in writing, to the registration of the Subdivision Agreement against the land to which it applies once the plan of subdivision has been registered.

8. The road allowances included in this draft plan shall be shown and dedicated as public highways.
9. The streets shall be named to the satisfaction of the City.
10. Civic addressing shall be assigned on the basis of lots being subdivided in the future, to the satisfaction of the City, and that the assignment of civic addresses be included in the Subdivision Agreement, either in chart form within the body of the agreement or as a Schedule to the Agreement.
11. The owner and the City shall agree in the Subdivision Agreement that:
 - a) No building permit will be issued for any individual lot or block until underground municipal services are installed and operational and the roadway is constructed to base asphalt condition.
 - b) All lots and blocks will be developed in accordance with the approved engineering designs for the subdivision.
 - c) The building permit applicant for each such lot or block shall submit individual lot grading and drainage plans and receive approval from the City prior to the issuance of a building permit.
12. The owner shall agree in the Subdivision Agreement to submit to the City, prior to commencing the installation of services, a construction management plan to regulate the routing of construction traffic for all phases of the development through an access from Angeline Street North. Measures to minimize construction mud on the roads as well as road cleaning at the owner's expense will be included in the Subdivision Agreement. The Subdivision Agreement shall specify that the construction management plan will be in force until such time that underground municipal services are installed and operational, the roadway is constructed to base asphalt condition, and all "earthworks" identified in the Schedules to the Subdivision Agreement are completed.
13. The schedule to the Subdivision Agreement entitled "Special Warnings and Notices" shall incorporate a notice advising of the existence of the City's Noise By-law and warning that construction activities within the subdivision may be subject to regulation and/or restrictions thereunder.

NEW AND EXPANDED PUBLIC ROADS

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

ROADS AND TRAFFIC

16. The Subdivision Agreement between the owner and the City shall provide that the owner agrees to design and construct, entirely at its expense, the roadways, sidewalks, and all municipal services for the proposed subdivision, and any external improvements adjacent to the proposed subdivision in accordance with all recommendations contained in related technical reports approved by the City.
17. That the intersection of Angeline Street North and the road that provides access to the land subject to the plan of subdivision be upgraded, at the owner's expense, to a standard satisfactory to the City.
18. The owner shall convey to the City, at no cost, the land comprising the new public streets, day-lighting triangles, road widenings, and 0.3 metre reserves, as shown on the draft plan, such land to be free and clear of all encumbrances. These lands shall be dedicated as public highways.
19. Any dead end streets and open sides of road allowances created by this draft plan shall be terminated in 0.3 metre reserves to be conveyed to and held in trust by the City.
20. The owner agrees to route all construction traffic from Angeline Street North into the development.
21. The Subdivision Agreement shall require the owner to provide an overall traffic lane marking and signage plan for all internal roadways to the City's satisfaction, including any external improvements adjacent to the proposed subdivision identified as being required or recommended in related technical reports approved by the City. The installation of pavement markings and signage, as well as any required modifications to existing pavement markings and signage, shall be at the owner's expense and responsibility.
22. The owner shall provide a comprehensive streetscaping plan showing all above-ground utilities, street furniture, street tree planting, and/or boulevard landscaping. The plan shall also illustrate how on-street parking can be accommodated between street furniture and driveway locations.
23. That the owner agrees in writing to satisfy all the requirements, financial and otherwise, of the City regarding the provision of roads, installation of services and drainage.
24. The owner shall agree in the Subdivision Agreement to install commercial grade black chain link fence along the rear lot lines of Lots 48 to 62 inclusive and Lots 64 to 66 inclusive.
25. The requirements to be addressed in the Subdivision Agreement pursuant to Condition 3, above, shall include the following:

- a) that watermains and fire hydrants be approved by the Fire Chief and that the City of Kawartha Lakes Fire Department be satisfied with respect to street signage, fire breaks between structures under construction, and the disposal of construction material, among other things. The Subdivision Agreement shall incorporate all of the requirements of the Fire Department;
- b) the owner be required to construct, entirely at their expense, roadway and municipal services on Street B, C, and D, abutting/adjacent to the subdivision, necessary to provide access and services to the proposed subdivision;
- c) that each of the approved lots will be connected to the City's municipal water and sewage systems, to the satisfaction of the City; and,
- d) that the owner shall satisfy the City and the MOEE that the land is not contaminated and that a copy of the report, be forwarded to the City for review and to the MOEE for approval.

26. The owner shall agree in the Subdivision Agreement that development adheres to all recommendations of the Northfield Residential Development Angeline Street Traffic Impact Study and that they shall be fully incorporated into the Plan of Subdivision when the Subdivision Agreement is executed.

CONVEYANCE OF PUBLIC HIGHWAYS, WALKWAYS AND PARKLAND

27. The owner shall convey to the City, at no cost, Blocks 68, 69 and 70, being 0.3 metre reserves, as shown on the draft plan, such land to be free and clear of all encumbrance and to be held in trust, by the City.

TEMPORARY TURNAROUNDS

28. In the absence of alternative arrangements satisfactory to the City, the Subdivision Agreement shall require that Lots 20 and 47 be constructed and maintained as temporary roadway connector until such time that the road they abut are extended to the east.

PARKLAND

29. That the owner conveys land in the amount of 5% of the land included in the plan to the City for park purposes pursuant to the provisions of Section 51.1(1) of the Planning Act. Alternatively, the City may, pursuant to subsection 51.1(3) of the Planning Act, accept payment in lieu of the said conveyance. For the purpose of determining the amount of any such payment, the value of the land shall be determined by an accredited

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

ZONING

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

31. An Ontario Land Surveyor confirms that the proposed lot frontages and areas appearing on the final plan conform to the requirements of the Town of Lindsay Zoning By-law.

SITE SERVICING

32. The Subdivision Agreement shall provide for the installation of a piped water system, sanitary sewage collection system, and stormwater management system to the satisfaction of the City and furthermore, upon satisfactory final inspection, shall provide for assumption of such systems by the City. The construction and conveyance of the municipal infrastructure shall be at the owner's expense and responsibility.

33. The owner agrees that all residential sanitary services shall drain by gravity and not use sump pumps for drainage.

34. Prior to the signing of the final plan by the Director, the owner shall obtain an Environmental Compliance Approval (ECA) from the Ministry of the Environment for the municipal sewer works.

STORMWATER MANAGEMENT

35. Prior to the signing of the final plan by the Director and any on-site grading or construction, a stormwater management report in accordance with the appropriate standards shall be submitted to the Kawartha Conservation and the City for their approval. The report should detail the pre and post development stormwater flows for all events up to and including the 100 year stormwater flows.

36. Prior to the signing of the final plan by the Director, Kawartha Conservation and the City shall be provided with a detailed erosion and siltation mitigation plan with measures to be used prior to, during and after construction. The said plan shall be complete to the satisfaction of these agencies.

37. The Subdivision Agreement shall contain a provision acceptable to Kawartha Conservation and the City that the owner agrees to implement the works referred to in the stormwater management report and the erosion and sedimentation control plan prior to any on-site grading or construction and/or the issuance of building permits.
38. Prior to the signing of the final plan by the Director and any on-site grading or construction, Kawartha Conservation and the City shall receive, review and approve reports describing:
- a) the intended means of conveying stormwater flow from the site, including use of stormwater management techniques which are appropriate and in accordance with accepted practices;
 - b) the means whereby erosion and sedimentation and their effects will be minimized on the site both during and after construction;
 - c) supporting technical documentation should also be submitted which meets or exceeds standards in the Technical Guidelines Erosion and Sediment Control, February 1989, published by the Ministry of Natural Resources;
 - d) site soil conditions, including grain size distribution profiles; and
 - e) site grading plans.
39. The Subdivision Agreement shall contain the following provisions, in wording acceptable to the Kawartha Conservation and the City, wherein the owner agrees:
- a) before commencing any grading or construction on any lot, to have prepared detailed reports, drawings and site plans acceptable to the City and Kawartha Conservation, which will show:
 - i) the location of all buildings and structures to be erected on the site and all final grades and vegetation; and,
 - ii) the means whereby storm drainage will be accommodated, and the means whereby erosion and siltation will be contained and minimized, both during and after the construction period.
 - b) to carry out, or cause to be carried out, the works recommended in all reports submitted for approval by approval agencies;
 - c) to erect snow fencing or other suitable barriers prior to initiating any grading or construction on the site to prevent the unauthorized dumping of fill and to keep these barriers in place until all grading and construction on abutting lots and roadways has been completed to the satisfaction of both the City and Kawartha Conservation; and,

d) that the owner agrees to maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to Kawartha Conservation and the City.

40. The owner shall agree in the Subdivision Agreement that development adheres to all recommendations of the Environmental Impact/Natural Heritage Systems Study Final Report, prepared by Genivar Inc., dated March, 2012 and that they shall be fully incorporated into the Plan of Subdivision when the Subdivision Agreement is executed;
41. Prior to final approval and any grading taking place, a planting /landscaping plan utilizing local native species for the stormwater management facility be submitted to KRCA for our review and approval;
42. Prior to final approval and any grading taking place, an erosion and sediment control plan and report detailing the measures that will be implemented before, during and after construction to minimize soil erosion and sedimentation be prepared to our satisfaction. The report should clearly indicate the measures taken to protect the channel bed and banks of the existing watercourse from the anticipated increase in peak flows and runoff volume from the site as well as appropriate monitoring details.
43. Prior to final approval the plan be revised to illustrate a dedicated access/egress route between the road and the erosion hazard allowance identified in the Geotechnical Investigation Report prepared by Genivar Inc. (Project No. 111-22693-00, dated February 2012);

Note: The updated floodline as per the Ops #1 Drain/Jennings Creek Floodplain Mapping Study (June 2014), and the 30 metre watercourse buffer as per the Environmental Impact/Natural Heritage Systems Study Final Report prepared by Genivar Inc. (Project No. 111-22693-00, dated March 2012) should be illustrated on any revised Plan

44. That, prior to final approval and any grading taking place, a plan for vegetation (tree) preservation and landscaping/planting be prepared to the satisfaction of the Kawartha Region Conservation Authority. As stated in the Environmental Impact/Natural Heritage Systems Study Final Report prepared by Genivar Inc. (Project No. 111-22693-00, dated March 2012), tree removal should be limited, and where tree removal is required, a compensation plan should be designed;
45. That, prior to final approval and any grading taking place, a plan for physical demarcation (e.g., fencing) of the 3 metre wide undisturbed buffer along the

rear of the proposed lots adjacent to the Jennings Creek Valley system be prepared to the satisfaction of the Kawartha Region Conservation Authority

46. That, prior to final approval and any grading taking place, an erosion and sediment control plan and report detailing the measures that will be implemented before, during and after construction to minimize soil erosion and sedimentation be prepared to the satisfaction of the Kawartha Region Conservation Authority;
47. That, prior to final approval and any grading taking place, a detailed stormwater management report describing the **final design** of stormwater controls as per the Conceptual Servicing Report prepared by De Freitas Engineering Inc., (April 2012) be prepared to the satisfaction of the Kawartha Region Conservation Authority accompanied by associated agreement/permission for use of the quality control pond on the neighbouring lands OR that, prior to final approval and any grading taking place, a detailed stormwater management report incorporating alternative measures for stormwater quality control be prepared to the satisfaction of the Kawartha Region Conservation Authority if permission cannot be obtained.
48. That, prior to final approval and any grading taking place, a phosphorous assessment identifying pre-development loadings, anticipated post-development loadings, and opportunities for phosphorous reduction (e.g., best management practices for stormwater management) be prepared and submitted to the Kawartha Region Conservation Authority for review. This assessment should endeavour to quantify best efforts in terms of striving to achieve no net increase from pre-development levels;
49. That, the Subdivision Agreement contain the following provisions in wording acceptable to the KRCA:
 - a) That the owner agrees to implement all measures identified in the reports/plans referenced in Conditions above. Once deemed satisfactory, these reports/plans should be referenced in the agreement;
 - b) That the owner agrees to implement all of the mitigation measures and recommendations outlined in sections 7.0 and 8.0 of the Environmental Impact/Natural Heritage Systems Study Final Report prepared by Genivar Inc. (Project No. 111-22693, dated March 2012);
 - c) That the owner agrees to abide by all of the development considerations identified in the Geotechnical Investigation Report

prepared by Genivar Inc. (Project No. 111-22693-00, dated February 2012);

- d) That the owner agrees to maintain a 30 metre wide undisturbed vegetative buffer adjacent to Jennings Creek;
- e) That the owner agrees to employ all stormwater management, erosion and sediment control structures in a functional manner prior to site disturbance and maintain these structures operating in good repair during and after the construction period, until such time as all disturbed soils surfaces have become stabilized and/or revegetated.

50. Prior to final approval and given that the Environmental Impact/Natural Heritage Systems Study has identified the existence of a Butternut tree, an endangered species, approval of this application for draft plan of subdivision is also conditional upon a certified Butternut Health Assessor assessing the Butternut tree and an appropriate course of action be taken, as determined by the Ontario Ministry of Natural Resources and Forestry (MNRF).
51. That prior to final approval, lands to be protected from development, including the 30 metre watercourse buffer, 3 metre wide undisturbed buffer along rear lot lines, 6 metre erosion access allowance and associated connection route for access/egress between the road and the erosion access allowance (if applicable), along with any areas required for the protection of the Butternut tree as per direction from the MNRF, be zoned Environmental Protection (EP) Zone or other equally as effective protective designation.
52. The Subdivision Agreement contain clauses that future development and/or site alteration proposed within 15 metres of the stable top of bank would require a permit from KRCA.

ENVIRONMENTAL CONDITIONS

53. The owner shall pay for all costs associated with the City retaining an acoustical, environmental, hydrogeologist, traffic consultant to peer review all necessary Acoustical, Environmental, Hydrogeological, Traffic Assessment and remedial action plans submitted in support of the development.
54. The owner shall pay for all costs associated with the City retaining an acoustical, environmental, hydrogeological, traffic consultant to peer review all necessary Acoustical, EIS, Hydrogeological, Traffic Assessment submitted in support of the development.

55. In the event of an impasse between the applicant and the City, the owner shall agree to pay all costs associated with the City retaining a qualified, mutually agreed upon, acoustical, environmental, hydrogeological, traffic consultant for a second peer review of the respective report(s) submitted in support of the development.
56. The owner shall submit a Record of Site Conditions (RSC) of the subject land, and written confirmation from a qualified professional that the recommendations of such RSC have been implemented and completed to the satisfaction of the MOEE.

EASEMENTS AND AGENCY SPECIFIC CONDITIONS

57. The owner shall co-ordinate the preparation of an overall utility distribution plan to the satisfaction of all affected authorities.
58. All easements as may be required for utility and/or drainage purposes shall be granted to the appropriate authority.
59. Satisfactory arrangements, financial and otherwise, shall be made with Bell Canada for any Bell underground facilities serving the subdivision.
60. The owner agrees in the Subdivision Agreement with the City to grant Bell Canada any easements that may be required for telecommunication purposes.
61. The owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. If there are any conflicts with existing Bell Canada facilities or easements, the owner/developer shall be responsible for the relocation of such facilities or easements.
62. The owner is hereby advised that prior to commencing any work within the Plan, the owner must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the owner is hereby advised that the owner may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the owner elects not to pay for such connection to and/or extension of the existing communication / telecommunication infrastructure, the owner shall be required to demonstrate

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

63. Bell Canada will be servicing the SFU and MDU with fibre to the home or suite technology. Access to joint trench will be required.
64. Prior to the signing of the final plan by the Director, the owner shall satisfy all requirements, financial and otherwise, of the Hydro One Networks Inc.
65. That the owner enters into a Subdivision Servicing Agreement for Electrical Servicing with Hydro One Networks Inc. This Servicing Agreement will specify all the terms, conditions, and financial obligations to facilitate the extension of electrical servicing to these lands. Hydro One may as part of its Electrical System Servicing Agreement, require a type of Development Charge or Systems Capital Contribution Fee towards the provision of system(s) capacities expansion outside of the development but necessary to ensure the integrity of the Company's Power distribution grid.
66. The Subdivision Agreement contain the following provision: "The Owner shall grade all boulevards to final pre-topsoil subgrade prior to the installation of the gas lines, and provide the necessary field survey information required for the installation of the gas lines, all to the satisfaction of Enbridge Consumers Gas".
67. The Subdivision Agreement shall include wording to the satisfaction of Canada Post Corporation concerning the location of community mailboxes for the purposes of mail delivery.
68. The Subdivision Agreement shall contain provisions requiring the owner to provide for the following requirements of Canada Post Corporation:
 - a) Inform all prospective purchasers, through a clause in all Agreements of purchase and sale, as to those lots identified for potential Community Mailbox, mini-park and/or locations;
 - b) Provide, at the owner's expense, curb depressions at the Community Mailbox location 2 metres in width and no higher than 25 mm. Poured pad specifications as per municipal sidewalk requirements;
 - c) Provide, at the owner's expense, a paved lay-by at the Community Mailbox location when required by the municipality;

- d) Provide for appropriate signage identifying temporary community mailbox locations and that they may ultimately be moved to another location; and,
- e) If a grassed boulevard is planned between the curb and the sidewalk where the Community Mailbox is located, install at the owner's expense, a walkway across the boulevard. The walkway is to be 1.0 metres in width and constructed of a material suitable to the municipality (e.g. interlock, asphalt, concrete, etc.). In addition, the developer shall ensure, by forming or cutting the curb, that this walkway is handicapped accessible by providing a curb depression between the street and the walkway. This depression should be 1.0 metres wide and no higher than 25 mm.
69. Prior to the signing of the final plan by the Director, the owner shall carry out a cultural heritage resource assessment of the subject property and mitigate, through avoidance or documentation, adverse impacts to any significant, cultural heritage resources found to the satisfaction of the Ministry of Culture, Tourism and Sport. No demolition, grading or other soil disturbances shall take place on the subject property prior to the Ministry of Culture, Tourism and Sport confirming to the City that all heritage resource concerns have met licensing and resource conservation requirements.
70. The owner shall carry out an Archeological Assessment of the subject property and mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archeological resources found. No grading, related to preparation of the site for the draft plan of subdivision, shall take place on the subject property prior to the approval authority and the Ministry of Culture, Tourism, and Sport confirming that all archeological resource concerns have met licensing and resource conservation requirements.

SPECIAL CONDITIONS

71. The owner shall provide a copy of an executed agreement with the owner of the adjacent lands subject to Draft Plan 16T-08501, known as Woods of Jennings Creek (the "WJC Lands"), which provides for the sharing of costs and construction of infrastructure on the WJC Lands required to provide storm water and sanitary services for the subject property.

CLEARANCE CONDITIONS

72. That prior to the signing of the final plan by the Director, Development Services shall confirm that conditions 1 to 24 inclusive, 25 b) and d), 26 to 28 inclusive, 30, 31, 35 to 39 inclusive, 53 to 58 inclusive, and 71 have been satisfied.

73. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the City's Public Works Division indicating how conditions 25 c) and 32 to 34 inclusive have been satisfied.
74. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the Community Services Division indicating how condition 29 has been satisfied.
75. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the City's Emergency Services Division indicating how condition 25 a) has been satisfied.
76. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the Kawartha Conservation indicating how conditions 35 to 52 inclusive have been satisfied.
77. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from Bell Canada indicating how conditions 59 to 63 inclusive have been satisfied.
78. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from Hydro One Networks Inc. indicating how conditions 64 and 65 have been satisfied.
79. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from Consumer Gas indicating how condition 66 has been satisfied.
80. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the Canada Post Corporation indicating how conditions 67 and 68 have been satisfied.
81. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the Ministry of Culture, Tourism & Sport indicating how conditions 69 and 70 have been satisfied.
82. That subsequent to the execution of the Subdivision Agreement by the Owner and prior to the signing of the final plan by the Director, the City Treasurer shall confirm in writing to the Director that all financial obligations and payments to the City, as set out in the Subdivision Agreement, in accordance with Condition 3, have been satisfied including, but not limited to:

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

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

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 – Sump Pump and Backflow Valves

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

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

b) Warning - Occupancy

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

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

b) Warning Development Charges

i) Purchasers should be aware that this Plan of Subdivision is subject to the provisions of the Development Charges Act, as amended and By-law No. 2015-224 as amended.

ii) Purchasers should also be aware that the City may refuse the issuance of Building Permits for any dwelling 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.

c) Notice – Noise By-Law

The Purchaser should be aware that construction activities within the subdivision may be subject to regulation and /or restrictions under the City of Kawartha Lakes Noise By-Law 2005-025, as amended.

d) 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.

e) Notice – Rear Lot Catchbasins and Swales

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

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

The Purchaser/Grantee of Lots 4 to 5 both inclusive, on Schedule "A-1" acknowledge that a rear yard catchbasin and associated storm sewer connection will exist on their Lot.

f) Notice – Fencing

The Purchaser/Grantee acknowledges that he or she is aware that, a black vinyl chain link fence shall be installed along the rear lot lines of Lots 46 through 64, both inclusive, as identified on Schedule "A", and agrees that they are responsible for the maintenance/replacement of this fence.

g) Warning - Assumption of Municipal Services

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

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

The Purchaser/Grantee is hereby advised that construction of above and below ground pools, landscaping, construction of fencing, sheds and other structures, including decks, etc., will not be permitted until an Occupancy Inspection has been conducted by the City and the subdivision lot grading has been certified by the Consulting Engineering 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.

i) **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.

j) **Warning – Mailbox Locations**

The Purchaser/Grantee of any Lot or Block is advised that the mail will be delivered to community mailboxes within the Plan of Subdivision. The location of the community mailboxes and/or mini-park(s) is subject to the approval of Canada Post and the City. A community mailbox will be located on the north side of Springdale Drive, adjacent to Lot 1 and on the east side of Maloney Street, adjacent to Lot 8, in accordance with the Composite Utility Plan.

k) **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.

l) **Warning – Tree Preservation Zone**

Specifics to the plan are to be inserted.

m) **Warning – Acoustic Barriers**

Specifics to the plan are to be inserted.

n) **Warning – Hydrogeological Report**

Specifics to the plan are to be inserted.

o) **Warning – Streetlights**

Specifics to the plan are to be inserted if rural development with no streetlights.

p) **Warning – Driveway Widths**

The Purchaser/Grantee of any Lot or Block is advised that driveway widths are set by the entrance location and dimensions noted on Schedule A-1 of the subdivision agreement. The purchaser/grantee will be wholly responsible for the reinstating the approved driveway width if any changes are made and not approved in advance by the City of Kawartha Lakes.

q) **Warning – Site Alteration**

The Purchaser/Grantee of any Lot or Block is advised that that future development and/or site alteration proposed within 15 metres of the stable top of bank will require a permit from KRCA.

SCHEDULE “H”

COMPOSITE UTILITY PLAN

Consultant, Project Number, Drawing Title and Number, and Date to be inserted.

DRAFT

The Corporation of the City of Kawartha Lakes

Planning Advisory Committee Report

Report Number PLAN2017-045

Date: July 5, 2017

Time: 1:00 p.m.

Place: Council Chambers

Regular Meeting

Ward Community Identifier: Ward 5 – Fenelon

Subject: An application to amend the Township of Fenelon Zoning By-law to add a custom metal roofing, siding and supplies business as an additional permitted use on a portion of the property identified as 1993 Glenarm Road, Fenelon (Brenneman)

Author and Title: Ian Walker, Planner II

Recommendations:

RESOLVED THAT Report PLAN2017-045, respecting **West Half of Lot 21 and Part of Lot 22, Concession 5, Geographic Township of Fenelon, “Brenneman – Application D06-17-007”**, be received;

THAT a Zoning By-law Amendment respecting application D06-17-007, substantially in the form attached as Appendix ‘D’ to Report PLAN2017-045, be approved and adopted by Council; and

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

Department Head:

Legal/Other:

Chief Administrative Officer:

Background:

The statutory public meeting was held by the Planning Committee on March 8, 2017 and the following resolution was passed:

RECOMMEND THAT Report PLAN2017-013, **respecting West Half of Lot 21 and Part of Lot 22, Concession 5, geographic Township of Fenelon, Brenneman – Application D06-17-007**, be received;

THAT the Application respecting Application D06-17-007 be referred back to staff for further review and processing until such time that all comments have been received from all circulated agencies and City departments and that any comments and concerns have been addressed; and

THAT staff ensure that all aspects of industrial and commercial licencing requirements under the Provincial Act be considered and included in the final Report.

CARRIED PC2017-010

This report addresses that direction.

The subject lot is an agricultural parcel containing Stoll Metal Sales, a business that has been operating on the property for approximately 16 years. The intent of the change is to recognize the existing business as an on-farm diversified use; and permit an expansion to the business. The proposed amendment would add this use as an additional use on a specific identified portion of the property, in addition to maintaining the existing permitted uses in the “Agricultural (A1) Zone”. The City does not have any licencing requirements for this type of industrial business.

Owners:	Joseph, Simon, and Regina Brenneman
Applicant:	Thorstone Consulting Services – Dan Stone
Legal Description:	West Half of Lot 21 and Part of Lot 22, Concession 5, Geographic Township of Fenelon
Designation:	“Prime Agricultural” and “Environmental Protection”, City of Kawartha Lakes Official Plan
Zone:	“Agricultural (A1) Zone” and “Environmental Protection (EP) Zone” on Schedule ‘A’ of the Township of Fenelon Zoning By-law No. 12-95

Lot Area:	58.8 ha. [141.78 ac. – MPAC], of which approximately 1.6 ha are currently contemplated for the custom metal roofing, siding and supplies business use
Site Servicing:	Private individual on-site sewage disposal and well
Existing Uses:	Agricultural, Stoll Metal Sales, Prov. Significant Wetland
Adjacent Uses:	North: Rural Residential, Agricultural East: Lee's Road, Rural Residential, Agricultural South: Glenarm Road, Rural Residential, Agricultural West: Balsam Grove Road, Rural Residential, Agricultural

Rationale:

The property is located on the north side of Glenarm Road, to the east of Balsam Grove Road, in the geographic Township of Fenelon. See Appendix 'A'. It contains two single detached dwellings (Building #1 and 6), five agricultural and industrial buildings (Buildings #2, 2A, 3, 4 and 5), a silo (Building #7), and an associated gravel courtyard. See Appendix 'B'. The proposal would see the demolition of Buildings #3 and 5, and the replacement with a new 1,486.5 sq. m. (16,000 sq. ft.) industrial building. Buildings #2, 2A and 4 would be re-purposed for agricultural uses. See Appendix 'C'.

The portion of the lot subject to this proposal is designated "Prime Agricultural" in the City of Kawartha Lakes Official Plan (OP). The goals of this designation include:

- protecting land that is primarily Class 1-3 agricultural production from development and non-farm related uses; and
- protecting prime agricultural lands by encouraging the business of agriculture by providing additional economic opportunities through secondary uses.

The "Prime Agricultural" designation permits secondary uses, which includes on-farm diversified uses.

In 2014, the Province of Ontario released the updated Provincial Policy Statement (PPS), which added "on-farm diversified uses" as permitted uses in prime agricultural areas. They shall be compatible with, and shall not hinder surrounding agricultural operations. Criteria for these uses have been developed by the Province. The proposed industrial use is not a permitted use in the "A1" Zone. Therefore, an amendment to the Zoning By-law is necessary to permit the additional industrial use on a portion of this property.

The applicant submitted a Planning Justification Report (PJR), dated November 2016. The report discusses and assesses the proposal in context of the 2014 Provincial Policy Statement (PPS), the PPS Guidelines for On-Farm Diversified Uses, the Growth Plan, the City of Kawartha Lakes Official Plan (OP), and the Township of Fenelon Zoning By-law 12-95. Staff have reviewed the PJR in support of this application to amend the Zoning By-law.

Provincial Policies:

Growth Plan for the Greater Golden Horseshoe, 2006:

The Growth Plan (GP) provides that growth should be directed towards settlement areas, except where related to the management or use of resources, resource-based recreational activities, and rural land uses that cannot be located in settlement areas. This is an existing agricultural lot in the rural area, and development may be permitted in rural areas in accordance with Section 2.2.2.1(i). The proposed use is small-scale, limited in size and secondary to the primary agricultural use of the land, therefore, this application does not conflict with the GP.

Provincial Policy Statement, 2014 (PPS):

The Provincial Policy Statement (PPS) provides for appropriate development while protecting resources of provincial interest, public health and safety, and the quality of the natural environment. The PPS requires planning authorities to manage and direct land use to achieve efficient and resilient development and land use patterns. In rural areas, permitted uses and activities shall relate to the management or use of resources, resource-based recreational uses, limited residential development, home occupations and home industries, and other rural land uses. Healthy, integrated and viable rural areas should be supported by promoting diversification of the economic base and employment opportunities through goods and services including value-added products, and providing opportunities for economic activities in prime agricultural areas in accordance with Section 2.3.

The PPS defines “agriculture-related uses” as farm-related commercial and industrial uses which are directly related to farm operations in the area; support agriculture; benefit from being in close proximity to farm operations; and provide direct products and/or services to farm operations as a primary activity. “On-farm diversified uses” are secondary to the principal agricultural use of the property; and are limited in area. On-farm diversified uses include, but are not limited to, home occupations, home industries, and uses that produce value-added agricultural products. As noted in the rationale above, the Province has developed guidelines on permitted uses in prime agricultural areas. Based on these criteria, an on-farm diversified use on this property cannot exceed 2% of lot

area, to a maximum of 1.0 ha. (2.47 ac.), and the building area cannot exceed 20% of that maximum area, therefore no more than 2,000 sq. m. (21,344 sq. ft.). The applicant is proposing to utilize a total area of 0.65 ha. (1.6 ac.) devoted to the use, and to consolidate the use into one new building, with an area of 1,486.5 sq. m. (16,000.0 sq. ft.). The guidelines also recommend that the on-farm diversified uses be permitted in the zoning by-law, and subject to site plan control.

Development and site alteration shall be directed in accordance with the policies of Section 2 and 3 of the PPS. Through the Preconsultation process, Kawartha Region Conservation Authority (KRCA) identified that the portion of the lot subject to this application is within 120 m. of an identified wetland. The PPS prohibits development and site alteration on lands adjacent to natural heritage features, unless the ecological function of the adjacent lands have been evaluated, and it has been demonstrated there will be no negative impacts on the natural features or their ecological functions. KRCA has evaluated this application and advises it will not impact on any natural heritage or natural hazard features.

Therefore, this application conforms with the PPS.

Official Plan Conformity:

The lot is designated “Prime Agricultural” and “Environmental Protection” on Schedule ‘A-5’ of the City of Kawartha Lakes Official Plan (OP). Portions of the property have been identified as “Provincially Significant Wetlands” (PSW) and “Significant Woodlands” on Schedule ‘B-5’ of the OP. The “Environmental Protection” designation corresponds with the PSW on the northern portion of the property. The portion of the lot subject to this application is within the “Prime Agricultural” designation, and is located outside of the natural heritage features. Secondary uses are permitted uses in the “Prime Agricultural” designation.

While the proposed use is not specifically listed as a secondary use in the prime agricultural designation, it aligns with the goals and objectives of the designation, which include protecting prime agricultural lands from non-farm activities. The use may be considered a secondary use to the permitted agricultural uses on the property. The PJR notes that approximately 50% of the business provides supplies to the local farm and rural community. The PJR also notes that the portion of the lot subject to this application is within the developed portion of the site, currently not used for agriculture. The proposed re-design and repurpose of the existing buildings will allow some of the currently occupied buildings to convert back to agricultural use. Planning staff accept this analysis

For the proposed on-farm diversified use, a site-specific zoning by-law amendment is required. The development will be limited in area, and not remove any current productive agricultural lands. Staff recommend that the use should

be subject to Site Plan control, in accordance with the criteria developed by the Province.

Therefore, this application conforms to the OP.

Zoning By-Law Compliance:

The lot is zoned “Agricultural (A1) Zone” and “Environmental Protection (EP) Zone” in the Township of Fenelon Zoning By-law. The portion of the lot subject to this application is zoned “A1” Zone. The applicant has submitted a Zoning By-law Amendment application for consideration, proposing to add a “custom metal roofing, siding and supplies business ” use to the list of permitted uses for the “A1” zone on this property. A site-specific “Agricultural Exception Zone” would be considered for the portion of the lot subject to this application. All other provisions of the “A1” zone would continue to apply.

The proposed “Agricultural Exception Twenty-Two (A1-22) Zone” includes site-specific standards and/or setbacks, such as limiting the floor area and controlling the location of the industrial use. The PJR recommended a maximum floor area of 1,556.3 sq. m. (16,752 sq. ft.) for the entire industrial operation (including storage, office and manufacturing). The placement of the proposed “A1-22” zone controls the location of the secondary use, and continues to allow all other agricultural uses permitted in the “A1” zone. A Holding (H) provision has been added to the zoning, to be removed once the applicant enters into a Site Plan Agreement.

Other Alternatives Considered:

No other alternatives have been considered.

Financial/Operation Impacts:

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

Relationship of Recommendations To The 2016-2019 Strategic Plan:

The Council Adopted Strategic Plan identifies these Strategic Goals:

- Goal 1 – A Vibrant and Growing Economy
- Goal 2 – An Exceptional Quality of Life
- Goal 3 – A Healthy Environment

This application aligns with the vibrant and growing economy strategic goal as it provides to expand the employment base.

Servicing Comments:

The lot is serviced by a private individual well and septic system.

Consultations:

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

Agency Review & Public Comments:

February 14, 2017 – Enbridge Gas Distribution advised they do not object to the proposed application, and reserve the right to amend or remove development conditions.

February 16, 2017 – The Building Division advised there are a number of open permits pertaining to this property. The applicant is required to contact the Building Division, provide the necessary information, and schedule inspections to close all open building permits. Change of use permits will be required for the conversions of agricultural buildings to industrial classification under the Ontario Building Code (OBC). Engineers' audit/report will be required to support these applications.

February 16, 2017 – The Building Division – Sewage System Program advised it has no concerns with this application, but note that as the original use of the buildings was for agricultural purposes, sewage disposal requirements were not established. For the purposes of the current/proposed use, the buildings may have to be altered to accommodate the industrial component. The property and building use would have to be assessed to determine potential requirements for on-site sewage disposal systems or any alterations to existing sewage disposal systems for the staff and public. Should it be determined that works are required around the sewage disposal systems, permits are required to be completed through the City of Kawartha Lakes.

February 17, 2017 – The Engineering and Corporate Assets Department confirms it has no objection to this application.

February 27, 2017 – The Community Services Department confirms it has no comments or concerns.

February 28, 2017 – Kawartha Region Conservation Authority (KRCA) confirms the proposed development is not located in an area which may cause interference with the significant wetlands on the property.

March 7, 2017 – The Agriculture Development Officer, Economic Development advises they have no concerns with this application.

March 7, 2017 – Dave Low and Lindsay Reddings advise they object to this application, on the basis that the use does not comply with Provincial policies. They were provided an opportunity to provide further comment. To date, no further comments have been received.

May 17, 2017 – Stew Low previously advised that he objects to this application, on the basis that the use does not comply with Provincial policies. Mr. Low was provided an opportunity to provide further comment, and has confirmed he is not aware of any existing impacts on abutting farm operations, but re-affirmed his position that the operation is not compatible with farming operations.

June 6, 2017 – Chris Handley previously advised that he objects to this application, on the basis that the use does not comply with Provincial policies. Mr. Handley was provided an opportunity to provide further comment, and advises that it is his opinion that “acceptance of this proposal would be an extreme perversion of the intent of the PPS. This operation is not and cannot, but in the loosest sense, be considered an ancillary farm business”.

June 14, 2017 – The Senior Licencing Officer advises that the City does not licence this type of industrial business.

Development Services – Planning Division Comments:

The appropriate background information which has been submitted in support of this application has been circulated to the appropriate agencies and City Departments for review and comment. The application conforms to the 2006 Growth Plan and is consistent with the 2014 Provincial Policy Statement. Conformity with the City’s Official Plan has also been demonstrated. The rezoning will permit the addition of the custom metal roofing, siding and supplies business use and ensure the subject land complies with the Zoning By-law. All other zoning provisions within the “A1” zone will be maintained.

Conclusion:

In consideration of the comments and issues contained in this report, Staff respectfully recommend that the proposed Zoning By-law Amendment application be referred to Council for APPROVAL.

Attachments:

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

Appendix 'A' – Location Map



PLAN2017-045
Appendix A.pdf

Appendix 'B' – Existing Development Sketch – dated June 17, 2016



PLAN2017-045
Appendix B.pdf

Appendix 'C' – Proposed Re-development Sketch – dated June 17, 2016



PLAN2017-045
Appendix C.pdf

Appendix 'D' – Proposed By-law Amendment

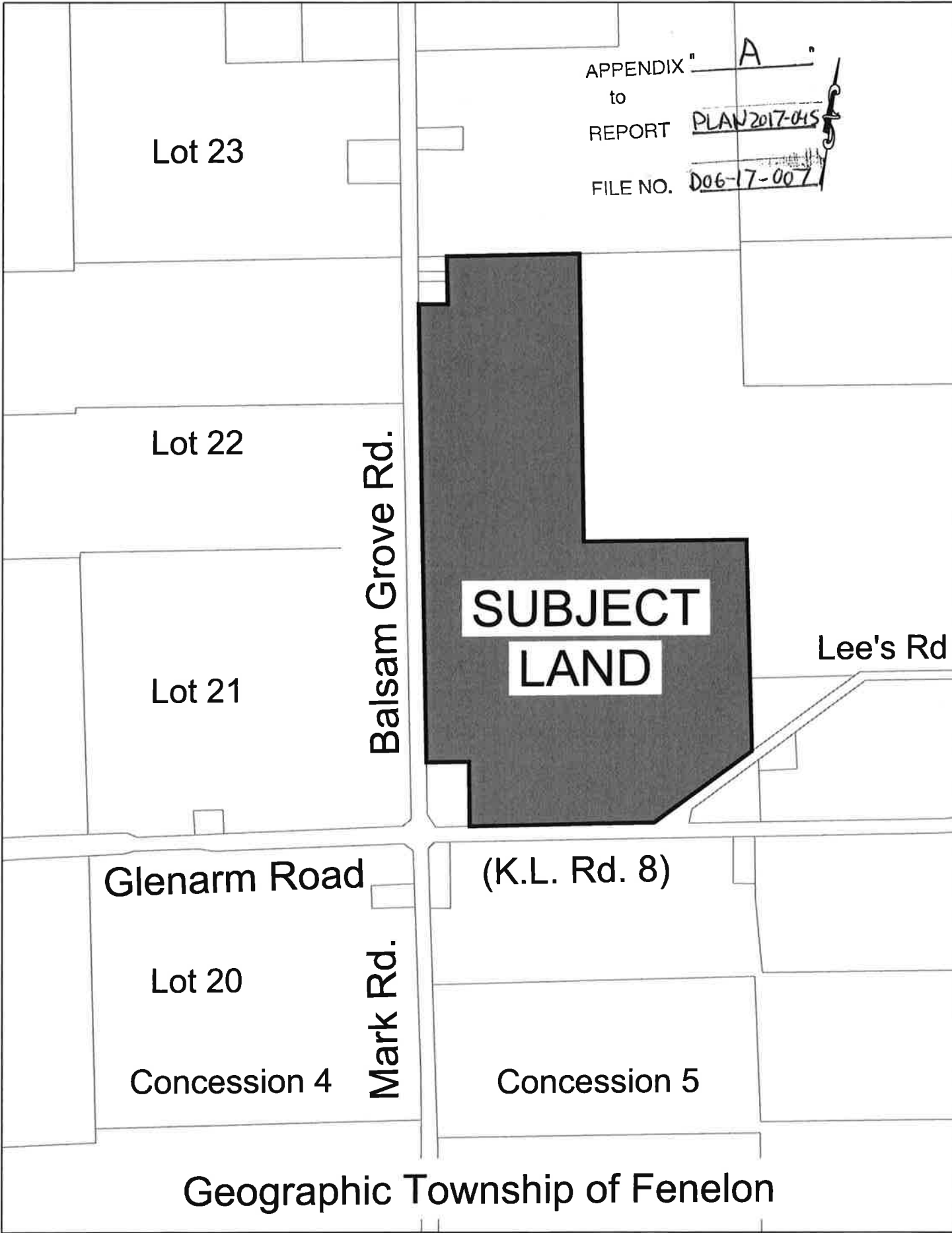


PLAN2017-045
Appendix D.pdf

Department Head E-Mail: cmarshall@city.kawarthalakes.on.ca

Department Head: Chris Marshall, Director, Development Services

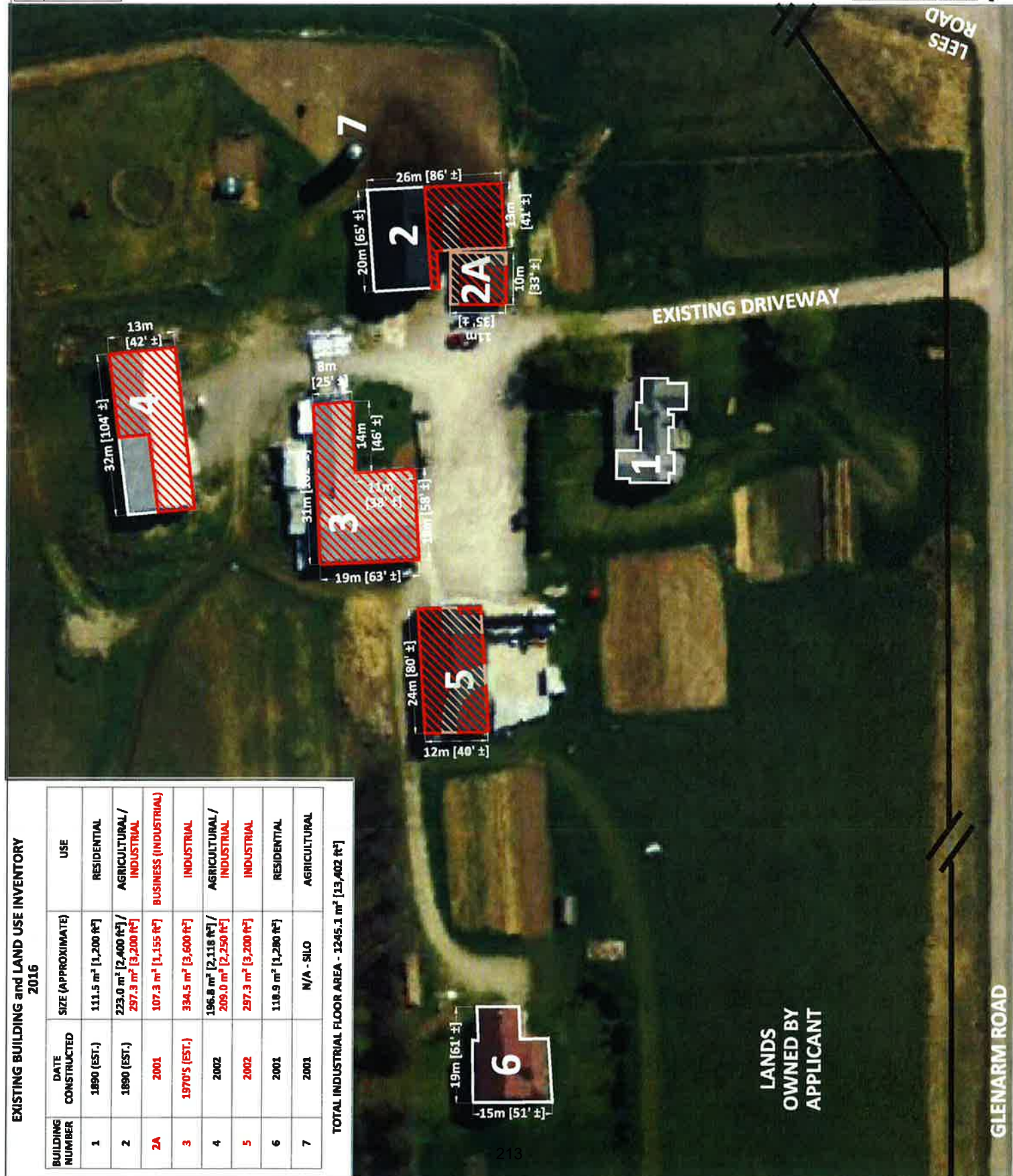
Department File: D06-17-007



EXISTING BUILDING and LAND USE INVENTORY 2016

BUILDING NUMBER	DATE CONSTRUCTED	SIZE (APPROXIMATE)	USE
1	1890 (EST.)	111.5 m ² [1,200 ft ²]	RESIDENTIAL
2	1890 (EST.)	223.0 m ² [2,400 ft ²] 297.3 m ² [3,200 ft ²]	AGRICULTURAL / INDUSTRIAL
2A	2001	107.3 m ² [1,155 ft ²]	BUSINESS (INDUSTRIAL)
3	1970'S (EST.)	334.5 m ² [3,600 ft ²]	INDUSTRIAL
4	2002	196.8 m ² [2,118 ft ²] 209.0 m ² [2,250 ft ²]	AGRICULTURAL / INDUSTRIAL
5	2002	297.3 m ² [3,200 ft ²]	INDUSTRIAL
6	2001	110.9 m ² [1,280 ft ²]	RESIDENTIAL
7	2001	N/A - SILO	AGRICULTURAL

TOTAL INDUSTRIAL FLOOR AREA - 1245.1 m² [13,402 ft²]



LANDS
OWNED BY
APPLICANT

GLENARM ROAD

FIGURE 4 - EXISTING DEVELOPMENT
SKETCH
1993 GLENARM ROAD, CAMERON
LOT 21, CONCESSION 5
GEOGRAPHIC TOWNSHIP OF FENELON
CITY OF KAWARTHA LAKES
BRENNEMAN

THIS DRAWING IS FOR ILLUSTRATION
PURPOSES ONLY.
BASE MAPPING CREATED FROM
MINISTRY OF NATURAL RESOURCES
MAKE A TOPOGRAPHIC MAP.
ALL DIMENSIONS, BUILDING
LOCATIONS/SIZES AND AREAS ARE
APPROXIMATE
THIS IS NOT A PLAN OF SURVEY.

PROPERTY NOT SHOWN IN IT'S
ENTIRETY - TOTAL LOT AREA IS
APPROXIMATELY 142 ACRES

APPENDIX " B "
to
REPORT PLAN2017-045
FILE NO. D06-17-007

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part without the written authorization of Filmaprofit Inc.

SCALE	PROJECT	DATE	BY
1 : 1,000	ALC	June 17, 2016	JT
NO.	DATE	REVISIONS	BY
1.			
2.			

BASE MAP SOURCE:
Ministry of Natural Resources Make A Topographic Map - 2015

EXISTING & PROPOSED BUILDING and
LAND USE INVENTORY - 2016

BUILDING NUMBER	DATE CONSTRUCTED	SIZE (APPROXIMATE)	USE
1	1890 (EST.)	111.5 m ² [1,200 ft ²]	RESIDENTIAL
2	1890 (EST.)	418.1 m ² [4,500 ft ²]	AGRICULTURAL
2A	2001	107.3 m ² [1,155 ft ²]	AGRICULTURAL
3	PROPOSED	1,486.5 m ² [16,000 ft ²]	INDUSTRIAL
4	2002	405.8 m ² [4,368 ft ²]	AGRICULTURAL
5	2001	118.9 m ² [1,280 ft ²]	RESIDENTIAL
6	2001	N/A - SILO	AGRICULTURAL

PROPOSED TOTAL INDUSTRIAL FLOOR AREA - 1,486.5 m² [16,000 ft²]

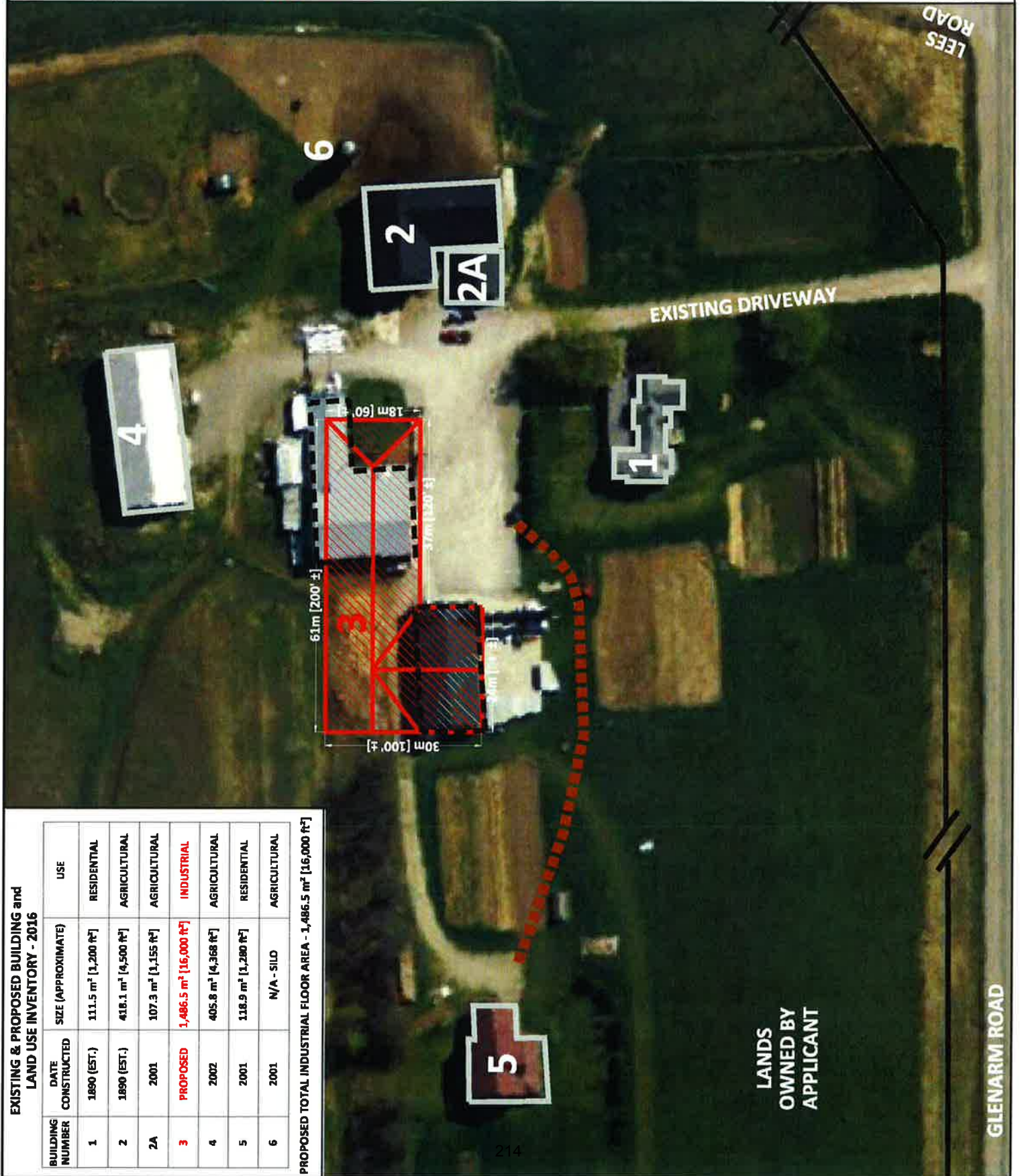


FIGURE 5 - PROPOSED & EXISTING
DEVELOPMENT SKETCH
1993 GLENARM ROAD, CAMERON
LOT 21, CONCESSION 5
GEOGRAPHIC TOWNSHIP OF FENELON
CITY OF KAWARTHA LAKES
BRENNEMAN

THIS DRAWING IS FOR ILLUSTRATION PURPOSES
ONLY.
BASE MAPS CREATED FROM MINISTRY OF
NATURAL RESOURCES MAKE A TOPOGRAPHIC
MAP.
ALL DIMENSIONS, BUILDING LOCATIONS/SIZES
AND AREAS ARE APPROXIMATE.
THIS IS NOT A PLAN OF SURVEY.
PROPERTY NOT SHOWN IN ITS ENTIRETY -
TOTAL LOT AREA IS APPROXIMATELY 142 ACRES

- PROPOSED INDUSTRIAL
DEVELOPMENT
- EXISTING DEVELOPMENT
(NON-INDUSTRIAL USE)
- RELOCATED DRIVEWAY
(APPROXIMATE WIDTH & LOCATION)
- EXISTING DEVELOPMENT
(TO BE REMOVED)

APPENDIX " C "
to
REPORT PLAN 2017-045
FILE NO. D06-17-007

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part without the written authorization of Pentaparc Inc.

SCALE		PROJECT NO.	DATE	BY
1 : 1,000		801000	June 12, 2016	JT
NO.		DATE	REVISIONS	
1				
2				

BASE MAP SOURCE:
Ministry of Natural Resources Index A Topographic Map - 2218

The Corporation of the City of Kawartha Lakes

By-Law 2017 -

A By-Law To Amend The Township of Fenelon Zoning By-Law No. 12-95 To Rezone Land Within The City Of Kawartha Lakes

APPENDIX " D "
to
REPORT PLAN 2017-045
FILE NO. D06-17-007
1/3

[File D06-17-007, Report PLAN2017-045, respecting West Half of Lot 21 and Part of Lot 22, Concession 5, Geographic Township of Fenelon, identified as 1993 Glenarm Road – BRENNEMAN]

Recitals:

1. Section 34 of the Planning Act, R.S.O. 1990, c.P.13 authorizes Council to determine the appropriate zoning categories and provisions assigned to land.
2. Council has received an application to amend the categories and provisions relating to a specific parcel of land to permit a custom metal roofing, siding and supplies business as an additional permitted use on a portion of the subject land.
3. A public meeting to solicit public input has been held.
4. Council deems it appropriate to rezone the Property.

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

Section 1:00 Zoning Details

- 1.01 **Property Affected:** The Property affected by this by-law is described as West Half of Lot 21 and Part of Lot 22, Concession 5, Geographic Township of Fenelon, City of Kawartha Lakes.
- 1.02 **Textual Amendment:** By-law No. 12-95 of the Township of Fenelon is further amended to add the following section to Section 8.3:
 - "8.3.22 Agricultural Exception Twenty-Two (A1-22(H)) Zone
 - 8.3.22.1 Notwithstanding Section 8.1 and 8.2, land zoned "A1-22" may also be used for a custom metal roofing, siding and supplies business, subject to the following provisions:
 - a) Maximum floor area of all buildings 1,600 sq. m.;
 - b) The total lot area devoted to the use is restricted to a maximum of 0.65 ha.
 - 8.3.22.2 On land zoned "A1-22(H)", the removal of the (H) holding symbol shall be in accordance with the following:
 - a) The owner shall enter into a site plan agreement for the proposed development."
- 1.03 **Schedule Amendment:** Schedule 'A' to By-law No. 12-95 of the Township of Fenelon is further amended to change the zone category from the Agricultural (A1) Zone to the Agricultural Exception Twenty-Two (A1-22(H)) Zone for the land referred to as 'A1-22(H)', 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 ***, 2017.

APPENDIX " D "

to

REPORT PLAN 2017-045

FILE NO. D06-17-007
2/3

Andy Letham, Mayor

Judy Currins, City Clerk

THE CORPORATION OF THE CITY OF

KAWARTHA LAKES

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

THIS _____ DAY OF _____ 2017.

MAYOR _____

CITY CLERK _____

APPENDIX " D "

to

REPORT PLAN 2017-045

FILE NO. D06-17-007

3/3

Geographic Township of Fenelon

Lot 22

Lot 21

Lot 20

Balsam Grove Rd.

Mark Rd.

Other Land Owned
by Applicant

A1-22(H)

Glenarm Road (K.L. Rd. 8)

Concession 5

Lee's Rd

The Corporation of the City of Kawartha Lakes

Planning Committee Report

Report Number Plan2017-049

Date: July 5, 2017

Time: 2:00 p.m.

Place: Council Chambers

Ward Community Identifier: All

Subject: Planning Approvals Task Force Recommendations Update

Author and Title: Chris Marshall, Director

Recommendation(s):

RESOLVED THAT Report Plan2017-049, Planning Approvals Task Force Recommendations Update, be received.

Department Head:

Legal/Other:

Chief Administrative Officer:

Background:

At the January 24, 2017 Council meeting the following resolution was adopted:

RESOLVED THAT Report DEV2017-001, **Planning Approvals Task Force Recommendations**, be received;

THAT staff be directed to implement the recommendations outlined in Report DEV2017-001 **Planning Approvals Task Force Recommendations**; and

THAT the Director of Development Services report to the Planning Committee and Council semi-annually, starting in June 2017, outlining the implementation status of the recommendations listed in Report DEV2017-001 **Planning Approvals Task Force Recommendations**.

CARRIED

This report provides an overview of the recommendations that were intended to be implemented by the end of June 2017.

Rationale:

In the last few years the City of Kawartha Lakes has experienced an increase in development activity. This increase is the result of a number of factors including: the effects of increasing housing prices in the GTA; forward thinking infrastructural work (eg. Northwest Trunk and the Colborne pumping station); and a number of development process changes that were instigated by the Planning Approvals Task Force. To show the rate at which development activity is growing in the City of Kawartha Lakes, staff included Planning and Building application summaries for 2015, 2016 and the first five months of 2017.

Building Department

In the first five months of 2017 we are seeing 50% of the yearly total dwelling permit numbers from 2016 and 70% of the yearly total for 2015. On the immediate horizon are two subdivision agreements with a combined 60+ lots that are pre-sold, in addition to a few other subdivision phases that were recently registered.



Building Permits for New Residential – By Type

Type of unit	2015	2016	2017 – YTD May 31 st
Total	210	298	150
singles	177	260	107
semis	2	0	2
towns	30	0	0
apartments	1	38	41
mobile homes	0	0	0

Building and sewage permit numbers are up in the first 5 months of 2017, over the previous two years, by 7% and 14%, respectively.

Building and Sewage System Permits

Permit type	2015 Jan-May 31st	2016 Jan-May 31st	2017 Jan-May 31st	2015 year total	2016 year total
Building Permits	363	374	403	1071	1161
Sewage Permits	150	162	186	265	307
Sewage Reviews	52	57	65	156	129

Building Division staff is continuing to process permits well above the provincially mandated expectation. In fact turnaround times are predominantly within the mandated timeframes even when applications are incomplete.

Building Division Staffing

The Building Division is presently at full complement and added two new positions 2017 (Building and Zoning Intake Clerk and a second Part 8 Inspector for sewage system permits)



Planning Department

The Planning Department has also experienced a steady increase in applications. Five months into 2017 the Planning Department is already at or above the total number of Official Plan Amendments, Zoning Amendments Site Plan, Consent and Subdivision applications that were processed in all of 2014, 2015 and 2016.

Application	2017 to May	2016	2015	2014
Official Plan Amendment (D01)	8	3	4	4
Zoning By-Law Amendment (D06)	20	23	24	29
Minor Variance (D20)	28	60	63	50
Consent (D03)	14	16	34	54
Site Plan (D19)	8	12	8	24
Subdivisions and Redline Revision (D05)	2	1	2	2
Condominiums (D04)	0	1	0	0
Compliance Letters	242	625	512	547
Consent Inquiries	21	21	19	35
Pre-Consultation Applications (D38)	35	68	63	73

Task Force Recommendations

The objective of the Planning Approvals Task Force was to improve customer service as well as streamline the planning and development approval processes, and implement strategies to accelerate growth and development in the City. In January of 2017 Council adopted a series of recommendations to help achieve these goals. The recommendations were broken into 4 main headings including:

1. Customer Service/Checklists;
2. Security Deposits and Application Guidelines
3. Communications
4. KRCA Process Improvements

Under each of these headings were a number of recommendations and a time frame to implement the recommendations. Below is a summary of the recommendations that were intended to be completed by the end of June 2017.

1. Customer Service/Checklists (See Appendix A and C)

The most common complaint from the public was the lack of customer service that was being provided by the Planning and Building Departments to the public. There is a perception of the public that staff has a negative or adversarial attitude, without care for the applicant. There is impatience when dealing with those not familiar with the process.

The application processes are seen as being very complicated and confusing and there was consensus that there needed to be more staff to work with the public and walk them through and explain the application process.

In order to resolve these concerns the Task Force recommended that:

- I. City Staff be required to take customer service Training:
 - As customer service was the most common complaint by the public, customer service training was set up for the Development Services staff and was completed in **December 2016**.

There is also a Corporate-wide development of a Customer Service Standard that will be rolled out in 2017 with a commitment to timely customer service. Customer service staff will also be realigned throughout the City to provide better support for departments with high volume inquiries such as the Development Services Departments.

II. Improvements to general inquiries:

- The Engineering Department has standardized the approach to serviceability inquiries (i.e. connections to water and sewer services) to ensure improvements to overall public inquiries.
- Planning Department staff is working on a policy of returning emails and phone calls within 48 hours. Even if staff are unable to deal with the email or phone call immediately, at the very least they are encouraged to let the customer know that they got the message and can't deal with their inquiry right away but will get back to them within a certain time frame with the answer.

III. Two new staff members be hired:

Two new staff were budgeted for 2017 including a new Building and Zoning Clerk to handle many of the counter inquiries for the Planning and Building Departments and provide consistent interpretations of the Zoning Bylaws. This staff member will help to steer the general public to the right staff and departments for their inquiries and reduce some of the confusion that the public faces when it comes up to the Building and Planning Departments.

- This new position was filled April 10, 2017 and is already providing much needed support at the Planning and Building counters handling zoning inquiries.

The second new staff person is intended to take on the larger more complex development applications and help to guide these applications through the process. This person will have an economic development focus. Providing a dedicated staff person to these complex applications will speed up their processing time and free up the other planning staff time to process the other applications in a more timely way.

- This position was filled internally June 16, 2017 so there has not been time to assess the effectiveness of this new position.

IV. Pre-Consultation Summary, Application Guides and Checklists

In order to clarify what the applicant will be expected to provide in terms of studies and plans with their application and provide some understanding of the fees they will incur, the Task Force is recommending that the following changes be made to the pre-consultation process:

- Provide outline of costs of application process and fees.
 - This information is now being included in Pre-Consultation Reports.
- Provide a basic checklist of reports followed by project specific details. This will enable staff to understand the scope of the project and make a judgement call on whether particular professional studies are required or not.
 - This information is now being included in Pre-Consultation Reports.
 - Engineering Department comments are provided in writing to ensure that what has been discussed with the applicant from an engineering perspective is shared consistently.
- Communicate time frames for the various steps in the application process. The expectation is that applicants will not see the process as a delay if the timelines meet expectations set out at the outset of the application process.
 - This information is now being included in Pre-Consultation Reports.
- Hold more pre-consultation meetings in order to reduce the backlog of applications.
 - Instead of holding more pre-consultation meetings, staff has changed the length of the meetings from half day meetings to full day meetings. This will take care of any backlog of applications.
- Enable applicants for minor applications to attend pre-consultation meetings via telephone conference to help streamline the process.
 - Staff have not had an opportunity to experiment with this option as of yet but are open to the idea.

It was recommended that the application guides for each of the planning application processes be shorter and easier to read. It was suggested that staff look at the Township of Selwyn pamphlets as an example.

- The Planning Department has two new summer students and they are working on redoing these application guides.
- The Engineering Department is drafting a Subdivision Application Process Guide with similar details to the Site Plan Application Guide. This new guide is scheduled to come to the August 2017 Planning Advisory Committee Meeting for review.

V. Application Tracking System be Implemented

Presently when a member of the public phones in to complain about a pothole in the road or a ditch being over grown, customer service staff document the complaint, give it a number and send it to the appropriate department to deal with the complaint. With this type of tracking system the public can follow up on their issue and track its progress.

The Task Force is recommending that a similar tracking system be put in place so that applicants can go on line punch in a tracking number and see what stage their application is at and who is responsible for the file. This would enable the applicant to follow the process and make staff more accountable for the timing of the application.

- On June 22, 2017 the Planning Department went live with a new software program called Cityworks. Full implementation of this program will take six months (transfer of older files and information). This program will eventually enable staff to store digitally all the information on properties including tracking for applications. At this stage the public is not able to access the information online but if an applicant calls to find out what stage their application is at, any staff member will be able to call up the application on the computer and see which staff member is responsible for that file and exactly what stage the application is at. This will provide much better customer service as the applicant will get answers right away even if the Planner dealing with the application is on holidays or not available for whatever reason.

VI. Delegation of Authority

In order to help reduce redundancy and application processing time, the Task Force recommended that the Director of Development Services and the Mayor be given delegated authority in the draft plan approval motion by Council to execute the subdivision agreement once conditions of Draft Plan Approval are met. Presently, this subdivision agreement must be presented to Planning Committee and Council after the conditions of Draft Plan Approval are met, which can add approximately two months to the subdivision process.

- Staff has not been able to complete this recommendation as there was an OMB case related to this step in the subdivision process that needs to be researched before this delegation of authority can be adopted by Council.

VII Pre-Servicing Agreements

The Task Force recommended that the Pre-Servicing Process be better defined.

- The Engineering Department has updated the Pre-Servicing Policy and revised the Pre-Servicing Agreement Template. These updates are scheduled to be reviewed at the July 5, 2017 Planning Advisory Committee Meeting.

- Engineering Department has also clarified the model home building process in the Subdivision Guide and clarification has also been included in the new pre-servicing agreement template

Financial Securities and Application Costs (Appendix D)

Staff completed a survey of application fees with comparable municipalities for Planning applications and Building Permits and our fees were fairly similar to the other municipalities. The Task Force did not see any need to rise or lower the application fees and the public did not say that application fees were an issue. Although the application fees are comparable, it was recommended that the fees be adjusted on a sliding scale to acknowledge the size or complexity of the application.

- Staff has adjusted a number of the Planning applications to address this recommendation. There are now “Minor” and “Major” Zoning and Official Plan amendment application fees.

Security Deposits

The Task Force heard from a number of builders and developers that all of the costs of development were requested at the beginning of the development process prior to any of the vacant lots, houses or apartments being sold.

Development Charge Deferral Policy

To better align developers’ costs and cash flows, and thereby encourage development, the Task Force recommended that a Development Charge Deferral Policy be adopted to enable the payment of development charges to be deferred. This policy was adopted at the September 20, 2016 Council meeting. Subject to a maximum deferral period of 3 years, the policy gives developers/builders a number of options, including:

- (a) Deferral to Condominium Registration and Occupancy: For residential condominium buildings, development charges for units occupied prior to condominium registration are payable at time of registration; otherwise, they are payable at time of occupancy.
- (b) Deferral by Phase-In: For high-density residential buildings, development charges for each half of the units are payable at 1.5 and 3 years, respectively, after time of development agreement.
- (c) Deferral to Occupancy: For low-density residential buildings (e.g. single-detached homes), development charges are deferred to time of occupancy.
- (d) Deferral to Building Permit Issuance: For any building, development charges are deferred to time of building permit issuance.

The deferral of Development Charges provides substantial relief to the development industry. For instance, in 2017 a developer building a 75 unit condominium would have previously paid 75 times \$13,133/unit, or almost a million dollars, at the time of building permit issuance. This would especially be burdensome during the early stages of development as proceeds from condominium unit sales must be held in trust until registration. Now the condominium developer can defer development charge payments over time to registration and occupancy, aligning payment and cash flow timelines.

- This new policy has made it possible for a number of developments to proceed. For example the new apartment buildings (The Railway Lands) that have started construction on Victoria Street were able to get started as a result of this new policy.



The Railway Lands under construction.

Communications

External:

Develop multi-platform approach that includes traditional and social media approaches to effectively communicate externally the new customer service standards and helpful tools available for residents and developers.

- The City is introducing a new website in July of 2017 that will provide better tools for the public to get information.
- The new Cityworks software will enable faster, clearer and more accurate information to the customers.

Internal:

- a) Better use of technology/software to ensure effective communication by or between departments throughout a project, including outside agencies involved in the project.
 - The new Cityworks software that was incorporated into the Planning and Building Departments will help to coordinate all

information on properties and make sure everyone is on the same page and providing the same information to the customers.

- The Engineering and Planning Departments host Wednesday morning coordinating meetings to try and centralize discussions on Planning Applications and/or grading issues through building permits.
 - Development Review Team Meetings are held with staff from all development related departments and the KRCA to discuss upcoming Planning Applications
- b) Alignment of Economic Development Department with Building & Planning Departments to help promote particular areas for growth.
- The Planning Department is more consistently including the Economic Development Department staff in pre-consultation meetings with applicants and including their input on Planning Application reports.
 - The new Economic Development Strategy being presented to Council in July 2017 emphasizes the need for better collaboration between the Planning and Economic Development Departments

Advocacy for Development with Government Agencies:

- a) Increase advocacy efforts with MTO on both the staff and political levels to find solutions to help facilitate development along provincial highways.
- Staff has taken a more active role in advocating for solutions with outside agencies. A good example of this is the work that Planning Staff did bringing together staff from MTO, KRCA, Mason Homes, and City Staff to resolve the Fill Permit for the Mason Homes lands at the Corner of Colborne and Highway 36.

Kawartha Region Conservation Authority Process Improvements

From the Kawartha Conservation perspective, here are some points that can be added to the 6 month follow-up report for the Planning Approvals Task Force:

Dedicated Support to CKL Planning Files

- Hiring of qualified Professional Planner (OPPI/ CIP) allows KRCA to utilize staff resources effectively so that planning applications and processes (e.g. Pre-consultation meeting, comments pertaining to Planning Act applications) within the CKL are dealt with in a timely and professional manner; at the same time, it allows the Director of Planning, Development and Engineering to focus on CKL priority projects which are critical to economic development in the area (e.g. Large Fill Permit for Mason Homes, expansions to servicing capacity and Official Plan Review);

- Completion of new floodplain mapping (Omemee, Dunsford Creek) will help to inform municipal planning documents and provide precise information to land owners and potential developers on flood hazards in these areas.

Permit Process Timing Improvements

- The timing of Permit processes is reported to the KRCA Board of Directors on a monthly basis. Statistics reveal a notable improvement in Permit process timing since the fall of 2016. In the period from Oct. 2016 to Dec. 2016 – 77% of Permits were issued within the established timeframe; from Jan. 2017 to Apr. 2017 – there was a slight increase to 79%; and in May and June 2017 – 100% of Permits were issued within this timeframe.

Customer Service Process Improvements

- KRCA has doubled the number of pre-consultation meetings (now weekly) to prevent clients from having to wait any more than a few days to meet with Staff in order to discuss the development potential of their lands.
- KRCA has (in direct response to discussions with the development industry) instituted an expansion of the 'Streamlined Application' process to encompass lots for new dwellings which are within the Regulated area but have been recently reviewed by both CKL & KRCA Staff and are on full municipal services. These Permits are expedited within days by Staff and are subject to a reduced fee.
- KRCA has instituted a customer service call back option to assess our customer service performance and actions taken to address any recurring issues.
- KRCA have listened to, and acted upon, our customer feedback and discontinued the 'One-window permitting process' with Ontario Waterways (Parks Canada) in order to further expedite Permitting in these areas;
- KRCA continue to optimize the use of electronic and internet technologies, wherever possible, to simplify Permit application submission, payment and sign-off processes as well as in providing Planning comments to our Municipal partners.

Other Alternatives Considered:

There were no other alternatives considered in this report.

The establishment of the Task Force was intended to provide an open and transparent venue for development and public stakeholders to provide inputs and advice to improve the City's planning approval processes.

City staff also capitalized on this opportunity to review and improve processes and efficiencies, while educating the public and development stakeholders of

legislated and risk management process requirements. Council and the City are committed to implementing ongoing process improvements and efficiencies, priority infrastructure supporting growth, and investment attraction efforts to realize forecasted growth in the City.

The Director of Development Services will report to the Planning Committee semi-annually to update on the implementation status of the recommendations of the Task Force, and other ongoing and planned process improvements and major growth-supporting special projects.

Financial/Operation Impacts:

The implementation of the Planning and Development Task Force recommendations is already providing financial benefits to the City of Kawartha Lakes. This is seen in the dramatic increase in Planning and Building applications which translates to more jobs, building supplies, customers for businesses, and taxes, development charges and application fees to the City.

Relationship of Recommendation(s) to the 2016-2019 Strategic Plan:

Council adopted the Strategic Plan identifying the following Strategic Goals namely:

- Goal 1 – A Vibrant and Growing Economy
- Goal 2 – An Exceptional Quality of Life
- Goal 3 – A Healthy Environment

This report aligns with the vibrant and growing economy Strategic Goal as it outlines the ways in which the City can be better positioned to take advantage of the growth in development that is taking place now and into the future.

Consultations:

The following Departments and Agencies were consulted for this report:

Building Department
Planning Department
Engineering Department
Economic Development Department
Kawartha Lakes Conservation Authority

Department Head E-Mail: cmarshall@city.kawarthalakes.on.ca

Department Head: Ron Taylor, CAO

Department File: D00-99