

Document General

Appendix "C"

to

Report PLAN2022-041

File No: D05-2015-001

Subdivision Agreement

Between:

2074161 Ontario Ltd.

and

The Corporation of the City of Kawartha Lakes

Morningside Subdivision Phase 2  
16T-15501 and D05-2015-001

Dated as of \_\_\_\_\_, 2022

**PHASE 2 SUBDIVISION AGREEMENT**

THIS AGREEMENT made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2022.

BETWEEN:

**2074161 Ontario Ltd.**

("OWNER")

Party of the FIRST PART

and

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

("CITY")

Party of the SECOND PART

WHEREAS the Owner warrants that it is the registered Owner in fee simple of the lands described as Draft Plan of Subdivision 16T-15501, Part Of Park Lots A1, J1, K1, T1, U1, C2, D2 Part of Deane Street, Registered Plan No. 8P, former Town of Lindsay, now City of Kawartha Lakes (the "Development Lands"), upon which the Owner intends to develop a subdivision;

AND WHEREAS Council has approved the Owner's draft Plan of Subdivision in City File No. 16T-155501 – D05-2015-001 (the "Plan"), subject to conditions;

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

AND WHEREAS the Owner desires to develop the Development Lands in to create 86 lots and 2 blocks, together with associated streets and parklands, to accommodate construction of 98 dwelling units on a portion of the Development Lands ("Phase 2");

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

AND WHEREAS the Owner is required to enter into this Agreement with the City prior to obtaining final approval for Phase 2 of the Plan;

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

AND WHEREAS this Agreement applies to the lands described at **Schedule "A-3"**, and

shown as Lots 1 to 86 both inclusive, and Blocks 87 to 88 both inclusive, on Plan 57M-\_\_\_\_\_, (hereafter referred to as the "Lands").

AND WHEREAS Council has authorized the execution of this Agreement;

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

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

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

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

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

## 1.1 PUBLIC SERVICES

### a) SERVICING

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

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

### b) INSPECTION

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

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

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

#### c) CONTRACTORS

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

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

#### d) INSTALLATION

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

No finished road surface, top course asphalt, or final coat or lift shall be installed until the Director has given to the Owner written permission to proceed. All roads under construction within the Plan must be marked with signs provided by the Owner which clearly state that the

roads are not assumed by the City and that use of roads and sidewalks is 'at your own risk'. The signs will not be removed until such time as an assumption by-law is passed.

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

e) REPAIRS

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

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

f) ACCEPTANCE AND SUBSTANTIAL COMPLETION

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

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

- i) An electronic copy on a CD (AutoCAD and pdf) as required and a full set of hard copy drawings showing Record/As-Built information;
- ii) A letter of credit or cash deposit in the amount of 10% of the total cost of all Public Services accepted to guarantee performance of the substantially completed Public Services;
- iii) A statutory declaration as per the City's template that all accounts for material, labour and equipment employed for installation of the substantially completed Public Services are paid in full;
- iv) A certificate from the Engineer, certifying that the accepted Public

Services have been constructed in conformity with this Agreement and in accordance with the plans and specifications approved by the Director subject to any variation or amendment as approved in writing by the Director or his or her designate as the case may be, and that the rough grading of the Lands has been completed to provide the proper outlet for the major design storm, including completion of the stormwater management facility. The certification should include confirmation that any and all deficiencies in the water and sanitary infrastructure have been rectified to provide for the City's operation of the municipal water and sanitary systems;

**g) MAINTENANCE**

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

**h) ASSUMPTION**

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

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

**i) CONDITIONS FOR ASSUMPTION OF PUBLIC SERVICES**

Assumption of the Public Services may take place upon fulfillment of all of the conditions set out in Section 1.1 h) above to the satisfaction of the Director. In addition, the Director must be satisfied that the following have been received:

- 1) a certificate from the Engineer stating that all stormwater management facilities as required in the stormwater management report and as shown on the engineering

drawings are constructed, are operational, and are functioning;

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

j) ASSUMPTION BY-LAW

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

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

k) LIABILITY

INDEMNITY

The Owner on behalf of themselves, their heirs, executors, administrators, assigns and

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

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

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

#### INSURANCE

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

- i. Commercial General Liability Insurance shall be in the name of the Owner with the *Corporation of the City of Kawartha Lakes (herein after called the City)* named as an additional insured, with limits of not less than Ten Million (\$10,000,000.00) dollars inclusive per occurrence. Coverage shall include but is not limited to bodily injury, death and damage to property including loss of use thereof, products and completed operations liability, blanket contractual liability, owners and contractors protective, premises and operations liability, contingent employers liability, non-owned automobile liability and contain a cross liability and severability of interest clause. If applicable, such policy shall include an "XCU" endorsement providing coverage for property damage and injury related to construction works such as excavation, pile driving, blasting, shoring, underpinning, raising or demolition of any building or structure, collapse of any structure or subsidence of any structure or land from any cause;
- ii. If applicable, Standard Form Automobile Liability Insurance with limits of not less than Five Million (\$5,000,000.00) dollars inclusive per occurrence for Third Party Liability including bodily injury, death and damage to property, in respect of the use or operation of all motor vehicles owned, operated or leased by the Owner;

- iii. "Broad Form" (all risk) Property Insurance covering all property, equipment, machinery, tools and stock used by the Owner for the performance of the Work including costs to clean-up and restore property damaged by sudden and accidental escape of pollutants and shall be in a form acceptable to the City and shall not allow subrogation claims by the Insurer against the City;
- iv. The Owner shall cause to be placed by each professional engineer or other professional consultant it retains in connection with its development of the Lands, Professional Liability Insurance in an amount of not less than Two Million (\$2,000,000) dollars per occurrence.
- v. Environmental Impairment Liability Insurance subject to limits of not less than Five Million (\$5,000,000.00) dollars inclusive per claim and shall include coverage for but not limited to bodily injury including death, property damage and remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate (including associated monitoring) or dispose of soil, surface water, groundwater or other contamination. The policy shall be endorsed to include the *Corporation of the City Kawartha Lakes* as an additional insured. The policy shall be renewed for 3 years after the termination of this Agreement. The City has the right to request that an Extended Reporting Endorsement be purchased by the Owner at the Owner's sole expense;
- vi. Installation Floater insuring any and all materials (including labour), supplies, property of the Owner/property of others intended for the installation in connection with repair, completion, erection or improvement of property. Coverage applies while property is in transit to the installation site, while stored at a temporary location, awaiting installation at the work site, during loading and unloading as well as the course of installation until completed. The limit for any one loss is not to be less than an amount equal to the maximum value of the property being installed at any one time in the performance of the work being completed;
- vii. If applicable, Hook Liability coverage in the amount of the value of the equipment being lifted at any one time during the performance of the work; and,
- viii. Umbrella and/or Excess Liability Insurance policies may be applied to increase liability limits. Certificate(s) of insurance must specify the underlying policies to which the umbrella/excess coverage applies and indicate any applicable aggregates.

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

policy and any endorsements. The Owner may be required to provide and maintain additional insurance coverage(s), which are related to this Agreement. All premiums and all applicable deductibles under the above required insurance policies are at the sole cost of the Owner. All policies shall apply as primary and not as excess of any insurance available to the City.

## **2.0 CLEARANCE OF BUILDING LOTS**

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

- (a) all services and utilities that are required to service the building have been constructed, including, that water, sewage and drainage facilities and suitable base asphalt road foundation have been installed, and the Engineer certifies that such drainage facilities are operating in accordance with the conditions contained herein, in or on the roadway in front of the Lot, Lots or Blocks that are subject to the building permit application;
- (b) the City has received payment of the Development Charges, all other building permit application fees applicable to such Lot or Block and a permit from Kawartha Region Conservation Authority, where applicable. This requirement, however, shall not apply to any of the Development Charges for which the City has, elsewhere in this Agreement, granted a deferral to the Owner as per Council Policy CP2019-005, in which case the provisions governing the deferral shall determine when payment of the Development Charges by the Owner is due;
- (c) Phase 2 of the Plan as described herein at Schedule "A-3" has been registered on title;
- (d) This Agreement has been registered on title;
- (e) All necessary fire access routes have been constructed to the satisfaction of City's Chief Fire Official; and,
- (f) If applicable, an acoustic engineer has certified that the plans for the building are in accordance with the noise impact study.

## **2.1 PHASING**

- a) Not applicable

## **2.2 SERVICING ALLOCATION**

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

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

The City has included required improvements to the Logie Street Sanitary Sewer Pump Station in the Development Charge Background Study.

### 2.3 DEVELOPMENT TO PROCEED EXPEDITIOUSLY

This Agreement requires that development of Phase 2 of the Plan commence within one (1) year and that Phase 2 be completed within four (4) years of the date of this Agreement, unless otherwise agreed to by the City. If the proposed development governed by this Agreement is not commenced within one (1) year from the date that this Agreement is fully executed by both parties, the City may, at its sole option and on thirty (30) days notice to the Owner, declare this Agreement null and void and of no further force or effect. The Owner shall not be entitled to a refund or credit of any fees, levies, development or other charges paid by the Owner or for any credits for works constructed or provided by the Owner in lieu of payment of any development charges otherwise payable pursuant to this Agreement.

### 3. LAND FOR MUNICIPAL PURPOSES

a) The Owner COVENANTS AND AGREES to convey to the City free of charge and free of all encumbrances such as easements and Blocks as are set out in **Schedule "B"** hereto for the installation and maintenance of the Public Services installed by the Owner under provisions of this Agreement and for Municipal purposes in conjunction with the Registration of Phase 2 of the Plan. The City acknowledges it no longer requires and therefore agrees, commensurate with registration of this Agreement, to Release to the Owner that easement held over \_\_\_\_\_.

Commented [RP1]: Confirm if applicable

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

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

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

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

f) The City AGREES to complete the registration of all such easements, as well as this Agreement, within ten (10) days of the date of Registration of Phase 2 of the Plan, failing which

the Owner is hereby authorized to complete such registration on the City's behalf.

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

#### **4. LAND TO BE RETAINED BY THE OWNER**

a) Prior to final approval and registration of Phase 2 of the Plan, the Owner AGREES to provide the complete legal description of all land shown as "Other lands owned by the Applicant" as shown on the key map of the Plan.

#### **5. LOT GRADING**

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

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

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

d) The Owner shall submit site and grading plan(s) at the same time as, or prior to, submitting any Building Permit application for any Lot or Block within Phase 2. Such site and

grading plan(s) shall show:

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

Such site and grading plan(s) shall have been approved by the Engineer, and shall contain a certificate by the Engineer which shall certify the following:

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

e) The Owner AGREES that the services of the Engineer will be retained for the purposes of preparing an as-built Lot Grading Plan for each Lot and Block. The Owner further AGREES to have the Engineer review the as-built Lot Grading Plan and issue a Certificate in accordance with Section 5.c).

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

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

## **6. PAYMENT OF TAXES**

a) The Owner AGREES to pay all arrears of taxes outstanding against the Development

Lands before execution of this Agreement by the City.

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

#### **7. COMMUTATION OF LOCAL IMPROVEMENTS**

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

#### **8. DEFAULT**

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

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

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

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

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

by the City.

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

## 9. FINANCIAL ARRANGEMENTS

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

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

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

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

and currency of the security held by the City. Said confirmation shall be in the form of the **Schedule “D”** engineering cost estimate accompanied by a letter submission confirming that the security held pursuant to **Schedule “D”** reflects the value of work outstanding at that time.

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

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

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

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

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

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

Said Engineering Fee, intended to reimburse the City for the expenses incurred by it in processing the post-draft-plan-approval development of the subdivision, shall be in the amount of 3.7% of the estimated construction value of the Public Services created relative to the

subdivision as laid out in **Schedule “D”** (exclusive of H.S.T.). Inter alia, the above mentioned fee includes all services provided by the City in relation to approval of the grading on individual Lots and Blocks created by the registered M-Plan for Phase 2. The collection of all of the aforementioned Fees shall be in accordance with By-Law 2007-132, as amended.

g) The Owner agrees that it and the subdivision proposed herein are subject to the Development Charges By-laws of the City of Kawartha Lakes, as amended or replaced from time to time. In respect of Phase 2, the following table determines the value of the applicable Development Charges, as of the date of execution of this Agreement, owed to the City by the Owner:

DRAFT

<b>2022 Residential Dwelling Unit Type</b>		Single- or Semi-Detached	Row or Multiple	Apartment : Two or More Bedrooms	Apartment: One Bedroom	Total
Number of Dwelling Units in Proposed Subdivision		<b>98</b>				
<b>Urban Development Charge Rate Per Dwelling Unit</b>	Health and Social	\$243				
	Airport	\$27				
	By-Law Enforcement	\$17				
	Parking	\$131				
	Parks and Recreation	\$782				
	Library	\$401				
	Administration Studies	\$427				
	Fire	\$381				
	Paramedic	\$223				
	Police	\$463				
	Transit	\$284				
	Waste Diversion	\$39				
	Roads and Related	\$7,135				
	Water Treatment	\$3,751				
	Water Distribution	\$3,895				
	Wastewater Treatment	\$4,785				
	Wastewater Collection	\$ 6,957				
	\$29,941					
Total Development Charges Owed to the City by the Owner, if payable as at the date that this Agreement is entered into by the parties. Actual amounts may vary based on date payment due.		\$2,934,218.00				

It is acknowledged, however, that the Owner has applied to the City for a deferral of Development Charges whereby the payment of the Development Charges in respect of each dwelling unit within the Phase 2 development would be deferred to time of **Occupancy** of the same. Whereas the City has determined the Owner to be eligible for a deferral of the Development Charges, the City has resolved to grant the requested deferral in accordance with

**Commented [RP2]:** Application under review

By-Law 2019-184 and Council Policy CP2019-005, as amended or replaced from time to time.

Accordingly, the Development Charges in respect of each dwelling unit within the Phase 2 development are due upon and as condition of, issuance of a permit for **Occupancy** of the same, by the Chief Building Official, rather than at the time of the issuance of a building permit, subject to the following conditions:

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

## 10. NOTIFICATION

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

**Name**        **Ray Abraham**  
2074161 Ontario Ltd.  
**Address:**    31 Brimwood Crescent, Richmond Hill ON L4B 4B6  
**Phone:**       1 416 823 4930  
**Email:**        [rayabraham01@gmail.com](mailto:rayabraham01@gmail.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 Phase 2 of the Plan of all Public Services provided for such purchaser and where the said purchaser pays directly any portion of the cost thereof, the cost of such Public Services and the share thereof to be paid by such purchaser, and cause such information to be fully recorded in any offer or agreement to purchase any Lot or Block entered into by any such purchaser.

Each Agreement of Purchase and Sale for a Lot or Block within Phase 2 of the Plan shall include the provisions contained in the following Sections of this Agreement, namely: 5, 23, 35, and Schedule 'G'.

#### **12. HYDROGEOLOGICAL REPORT**

Subsurface Investigation Report – Proposed Residential Development Dobson Street and Brock Street, prepared by GHD, dated April 2021.

#### **13. EMERGENCY ACCESS ROUTE / WALKWAY**

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

#### **14. CONSTRUCTION ACCESS**

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

**15. ZONING**

The Lands described on **Schedule "A-3"** hereto are governed by the provisions of File D06-2015-001 and Zoning By-Law 2017-107, as amended which provides the following zoning:

LOT OR BLOCK	ZONE
Lots 1-26	R1-S18(H)
Lots 27 and 28	R2-S19
Lots 28-32	R1(H)
Lots 33-56	R2-S18(H)
Lots 57-69	R3-S11(H)
Lots 70-81	R3-S11(H)
Lot 82	R2-S18(H)
Lot 83	R2-S36(H)
Lots 84-86	R1-S18(H)

**16. CONSTRUCTION & SOIL USE**

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

- a) That all streets abutting on the Lands to be included in this Agreement and to be used for access during the construction of the dwellings or other buildings on the Plan and/or Phase 2 shall be kept in good and usable condition during the said construction and, if damaged, will be restored immediately and all trucks making delivery to or taking materials from the Lands in the said Plan and/or Phase 2 shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish or debris on the said streets abutting. The Engineer shall prepare a written engineering appraisal of all streets abutting the Lands 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 Lands shall be stockpiled and vegetated, and as each building is completed, the topsoil so stockpiled shall be placed around the grounds of each building to minimum consolidated depth of 150mm and shall include all surfaces not covered by buildings, driveways or pavement.
- c) That the Owner is solely responsible for ensuring that sufficient topsoil is available for all Lots and Blocks to comply with the requirements of this Agreement.
- d) The Owner shall direct his employees, contractors, and agents to restrict construction traffic to such street and at such times as the Director directs.

**17. REGISTERED PLAN**

- a) The Owner shall register, at its expense, the M-Plan described at **Schedule “A-3”** hereto on title to the Development Lands within thirty (30) days of final approval of Phase 2 being provided to the Owner by the Director of Development Services.
- b) The Owner shall supply a “mylar” copy of the Registered Plan of Subdivision, being Phase 2, to the Director immediately following registration.

**18. UTILITY COORDINATION**

The Owner AGREES to coordinate the design for the installation of utility plans within Phase 2 of the Plan and has produced a Composite Utility Plan (**Schedule “H”**) to the satisfaction of the City’s Engineering and Corporate Assets Department and the necessary utility authorities prior to the issuance of any Building Permits within Phase 2. The Composite Utility Plan shall contain the plans required for the installation of primary and secondary electricity, telecommunication, street lighting, and/or gas services as available.

**19. AGREEMENT WITH HYDRO ONE NETWORKS INC.**

The Owner shall enter into an Agreement for Electrical Servicing with Hydro One Networks Inc. This Servicing Agreement will specify all the terms, conditions, and financial obligations to facilitate the extension of electrical servicing to the Lands. 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 Phase 2 of the Plan 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 Phase 2 of the Plan be designed and installed underground.

The Owner and/or Building Permit Holder AGREES to install underground electrical services and to the specifications of Hydro One Networks Inc. to install all secondary electrical services from the street to each individual residence within Phase 2.

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

**20. STREETScape PLAN**

The Owner COVENANTS AND AGREES to:

- a) install trees within the rights of way of all streets to be dedicated to the City in accordance

with the approved landscape plan;

- b) provide security in an amount shown in Schedule D to the City to ensure compliance with the street tree planting requirements for this Agreement;
- c) plant trees having a minimum caliper of sixty millimeters (60mm); and
- d) coordinate the approved landscape plan with the approved utility plan.

Maintain and post a copy of the Streetscape Plan in any home sales office/online for prospective home buyers to view.

## 21. WINTER MAINTENANCE AND WASTE COLLECTION

- a) The Owner covenants and agrees to snowplow and sand all roads in the Plan 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/SALES OFFICE

~~a) Notwithstanding the provisions of this Agreement to the contrary, prior to the registration of Phase 2 of the Plan the Owner may erect one (1) new home model home on the portion of the Lands comprised of Lots 29, as approved by the City (herein referred to as the "New Home Sales Office area").~~

~~b) The Owner COVENANTS AND AGREES that its agent/builder/contractor will submit to the Chief Building Official of the City, a Site Plan and such other plans and drawings as the City deems necessary for the development of the Model Home area, which approval must be obtained prior to the commencement of any work or construction hereunder and as a prerequisite to the issuance of the Building Permit with respect to the said Lot. Approval shall relate to the lot grading, drainage and landscaping as well as all other matters which the Owner proposes to install, construct or erect on the said Lot.~~

~~c) The Owner COVENANTS AND AGREES to provide in accordance with the Site Plan to the satisfaction of and at no expense to the City, the following:~~

- ~~i) off street granular parking facilities detailed in the New Home Sales Office area 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~~

**Commented [RP3]:** Planning to confirm

**Commented [SR4]:** Zoning does not permit a Model Home/Sales Office

~~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 it or its 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 and any related Site Plan Agreement.~~

~~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 within Phase 2 of the Plan as described in this Agreement.~~

~~f) — The Owner expressly agrees that the provisions of this Agreement and construction of any Model Home/Sales Office is for its benefit, and it is assuming all the risk and consequences associated with such construction.~~

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

All Agreements of Purchase and Sale for all Lots and Blocks governed by this Agreement shall provide notice that pupils who reside within Phase 2 of the Plan and attend public elementary and/or secondary schools may be required to be transported to schools, and that, if transportation to schools is necessary, the pupils who reside within Phase 2 of the Plan will meet the school bus on roads now in existence or at another designated place convenient to the Trillium Lakelands District School Board and the Peterborough, Victoria, Northumberland and Clarington Catholic District School Board.

### **24. FIRE SERVICE DEPARTMENT REQUIREMENTS**

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

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

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

any building permits in the subdivision.

4. A firebreak shall be maintained free of all construction material, ground cover, equipment and debris.

5. In the case of single house lots and semi-detached house blocks, a firebreak shall be provided not more than every:

- a. 6th single house lot, and
- b. 3rd semi-detached house block.

6. Combinations of adjacent single house lots and semi-detached house blocks may be provided so as not to exceed 6 dwellings in a row without the occurrence of a firebreak.

7. A firebreak shall be provided immediately adjacent to each end of a townhouse block.

8. Requests to release approved fire break lots shall be in writing to the Chief Building Official.

9. As construction proceeds, the developer may submit a revised firebreak plan to the Chief Building Official for review and approval. The Chief Building Official has no obligation to approve a revised firebreak plan.

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

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

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

## **25. BELL CANADA REQUIREMENTS**

a) Prior to the issuance of Building Permits, the Owner AGREES that Bell Canada shall confirm to the City, that satisfactory arrangements, financial and otherwise, have been made with Bell Canada for any Bell Canada facilities serving Phase 2 of the Plan which are required to be installed underground.

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

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

## **26. ENBRIDGE GAS DISTRIBUTION REQUIREMENTS**

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

the gas lines, all to the satisfaction of Enbridge Gas.

## **27. ARCHAEOLOGICAL FINDS**

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

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

## **28. STORMWATER MANAGEMENT**

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

- i) pre and post development run-off flows and water balance calculations, and the intended means of conveying stormwater flow from each Lot, Block and the entire Phase 2 of the Plan;
- ii) the anticipated impact of the Plan on water quality and phosphorus control, as it relates to fish and fish habitat once adequate protective measures have been taken;
- iii) the means whereby erosion and sedimentation and their effects will be minimized on the site during and after construction;
- iv) the site soil conditions, including grain size distribution profiles;
- v) a site grading plan.

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

c) Prior to the execution of this Agreement, the Owner AGREES to confirm to the City that Kawartha Region Conservation Authority has reviewed and approved the stormwater management report and plan, erosion and sedimentation plan, and final Lot Grading Plans as required under this Section.

## **29. SEWER UPGRADES**

a) UPGRADES TO EXISTING STORM SEWER

*Not applicable.*

b) UPGRADES TO EXISTING SANITARY SEWER

Not applicable.

**30. OTHER UPGRADES –**

The Owner COVENANTS AND AGREES to provide for the design and construction of Brock Street to the satisfaction of the Engineering and Corporate Assets Department of the City, as shown in Schedule “A-1” and Schedule “D”.

**31. PARKLAND CONTRIBUTION OR CASH-IN-LIEU**

The Owner AGREES that Blocks \_\_\_\_\_, as shown on the draft M-Plan described at **Schedule “A-3”**, are to be dedicated to the City as parkland and that the development of the parkland is to the satisfaction of the Community Services Department of the City. The development standards for the development of the parkland are included in **Schedule “C”**, Section 11 of this Agreement. The Owner further agrees to construct a multi-purposes path on a \_\_\_\_\_ ha parcel of land, which consists of Blocks \_\_\_\_\_, and transfer this to the City through the subdivision agreement.

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 Lands for the lots for single detached dwellings, and the equivalent cash-in-lieu of the dedication of parkland equal to 1 hectare per 300 dwelling units for the blocks for townhouse dwellings. Such value shall be determined by an experienced and qualified land appraiser (CRA or AACI) as of the day before draft plan approval was given by the City or the most recent extension of such draft plan approval by the Director of Development Services or his/her designate. The appraisal report shall accompany the cash-in-lieu payment. The City is not required to accept the appraisal report and reserves the right to peer-review the appraisal report and negotiate the cash-in-lieu payment. Said amount is \$ \_\_\_\_\_ based on the appraisal of the entire draft approved plan dated \_\_\_\_\_.

**Commented [RP5]:** Planning to confirm with Owner and insert

**Commented [SR6]:** Planning is not in receipt of a current appraisal to confirm or in receipt of comments from Community Services

**32. SCHEDULES**

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

- Schedule “A” – Description of Development Lands (attached)
- Schedule “A-1” – Engineering Drawings (Complete Set & Electronic CD)  
To be on file with the City of Kawartha Lakes
- Schedule “A-2” – Draft Plan of Subdivision
- Schedule “A-3” – Draft M-Plan for Phase 2 Lands
- Schedule “B” – Land for Municipal Purposes (attached)
- Schedule “B-1” – Plan of Easements (Not Applicable)
- Schedule “C” – Specifications and Standards (attached)
- Schedule “D” – Summary of Estimated Costs (attached)
- Schedule “E” – Lot Grading Plan (on file with City)
- Schedule “F” – Conditions of Draft Plan Approval (attached)

- Schedule "G" – Special Warnings and Notices (attached)
- Schedule "H" – Composite Utility Plan (on file with the City)
- Schedule "I" – Letter of Undertaking (attached)

**Commented [RP7]:** All documents to be provided by Owner/Engage and inserted, listed, etc.

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

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

- a) local services installed at the expense of the Owner within Phase 2 of the Plan as a condition of the approval under Section 51 of the Planning Act; and
- b) local connections to watermains, sanitary sewers and storm drainage facilities installed at the expense of the Owner; and are not related to development within the meaning of the Development Charges Act.

**34. BUFFER AND FENCING REQUIREMENTS**

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

**35. CANADA POST REQUIREMENTS**

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

**36. MINISTRY OF TRANSPORTATION REQUIREMENTS**

Not applicable.

**37. MINISTRY OF NATURAL RESOURCES AND FORESTRY REQUIREMENTS – Not applicable**

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

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

**Commented [RP8]:** To be inserted when issued

The Owner COVENANTS and AGREES that prior to the execution of this Agreement by the City, the Owner shall have implemented and completed the requirements of the Record of Site Condition (RSC).

#### **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.
- f) Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent, in writing, of both the Owner and the City, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, unless expressly stated, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

#### **41. REGISTRATION OF AGREEMENT**

The Owner shall register, at its expense, this Agreement, including the Schedules hereto, upon the title to every Lot and Block of Phase 2 within ten (10) days of registration of Phase 2.

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*.

In the event that Phase 2 has not been registered within thirty (30) days from the date that final approval of Phase 2 is granted, the City may, at its option, on one (1) months' notice to the

Owner, declare this Agreement to be null and void, whereupon the Owner declares that it will not register Phase 2 or make any improvements upon the Lands and the proposed Plan until a new Agreement has been executed by the parties.

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

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

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

\_\_\_\_\_  
Andy Letham, MAYOR Date

\_\_\_\_\_  
Cathie Ritchie, CITY CLERK Date

2074161 Ontario Ltd.

\_\_\_\_\_  
Owner's Name: Date

Title:

*I have the authority to bind the Corporation.*

**SCHEDULE "A"**

**DESCRIPTION OF DEVELOPMENT LANDS**

Subdivision File No: 16T-155501

Name of Subdivision: Morningside Phase 2

Legal Description:

The Land affected by this Agreement is legally described as Draft Plan of Subdivision 16T-15501, Part Of Park Lots A1, J1, K1, T1, U1, C2, D2 Part of Deane Street, Registered Plan No. 8P, former Town of Lindsay, now City of Kawartha Lakes now in the City of Kawartha Lakes.

More particularly, the Land is described as, Lots 1-86 both inclusive, and Blocks 87-88, both inclusive, as shown on Plan 57M-\_\_\_\_\_, City of Kawartha Lakes.

DRAFT

## SCHEDULE "A-1"

### ENGINEERING AND LANDSCAPE DRAWINGS

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

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

***Civil Engineering Plans, 20091, Morningside Subdivision, Drawings 1-21, prepared by Engage Engineering Dated June 3<sup>rd</sup>, 2022***

- Sheet 1 - Standards Notes and Legend
- Sheet 2 - General Plan of Services - North
- Sheet 3 - General Plan of Services - South
- Sheet 4 - Proposed Grading Plan - North
- Sheet 5 - Proposed Grading Plan – South
- Sheet 6 - Plan & Profile Dobson St
- Sheet 7 - Plan & Profile Truax
- Sheet 8 - Plan & Profile Gunsolus Road
- Sheet 9 - Plan & Profile Hutton Road
- Sheet 10 - Plan & Profile Bakogeorge Street
- Sheet 11 - Plan & Profile Fisher Road
- Sheet 12 - Plan & Profile Brock Street
- Sheet 13 – Sanitary Drainage Area Plan
- Sheet 14 - Storm Drainage Area Plan
- Sheet 15 – Erosion & Sediment Control and Construction Staging Plan
- Sheet 16 – Pavement Marking Plan
- Sheet 17 – Earthworks Plan
- Sheet 18 – Standard Details 1
- Sheet 19 - Standard Details 2
- Sheet 20 - Standard Details 3
- Sheet 21 – Composite Utility Plan

Photometrics Plans, Drawing 1-3, prepared by DeCaria Engineering, dated June 9<sup>th</sup>, 2022

- Drawing SL-1 Site Lighting (North West Area)
- Drawing SL-2 Site Lighting (South East Area)
- Drawing SL-3 Site Lighting Details & Schedules

Landscaping Plans, Drawings 1-3, prepared by Henry Kortekaas & Associates Inc, Revised Date May 9<sup>th</sup>, 2022

- Drawing L-BP1 Boulevard Planting
- Drawing L-SW1 Stormwater Pond Management Planting Plan
- Drawing L-D1 Detail Plan

**SCHEDULE "A-2"**

**DRAFT PLAN OF SUBDIVISION**

Subdivision File No: 16T-155501

Name of Subdivision: Morningside Phase 2

The Draft Plan consists of 86 residential Lots and 2 Blocks, permitting a total of 98 residential units (74 single detached dwellings and 12 semi detached dwellings together with 1 block for a road widening and 1 block for a 0.3 m. reserve

The Draft Plan, which was prepared by KLM Planning Partners Inc., dated March 31, 2017, may be viewed at:

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

DRAFT

**SCHEDULE "A-3"**

**DRAFT M-PLAN FOR PHASE 2**

The Draft M-Plan comprises all of PINS 63232-0199, 63232-0200, 63232-xxxx, 63238-0216, 63238-0219 and 63238-xxxx being Part of Park Lots A1, J1, K1, T1, U1, C2, D2 and Part of Deane Street, Registered Plan 8P, Town of Lindsay, now City of Kawartha Lakes.

The Draft M-Plan consists of 86 residential Lots and 2 Blocks, which:

1. Road widening shown as Block 87;
2. 0.3 m reserves shown as Block 88

The Draft M-Plan, which was prepared by Ralph F. Grander Ontario Land Surveyor dated June 17, 2022, and bears reference number 8069-S\_I.DPD may be viewed at:

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

DRAFT

**Commented [RP9]:** Planning to confirm and edit

**Commented [SR10]:** Planning updated with the information available; legal should confirm description; missing PINS

**SCHEDULE "B"**

**LAND FOR MUNICIPAL PURPOSES**

**1. EASEMENTS FOR GENERAL MUNICIPAL PURPOSES**

Not applicable.

Commented [RP11]: Legal to confirm

**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, Dobson Street, Backogorge Fisher Road, Hutton Road, Gunsolus Road, Truax Street, Faulkner Court and Block 87 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 88 inclusive, as shown on Plan 57M-\_\_\_\_\_ to the City for the purpose of a 0.3 m reserve.

**5. STORMWATER MANAGEMENT FACILITIES**

The Owner shall construct the stormwater management facilities (perforated pipe system) for the Plan of Subdivision within Bakogorge Street and Truax Street right of ways of Plan 57M-\_\_\_\_\_. The development shall also rely on the existing Logie Street stormwater management facility, PIN 632340127

**6. PARKLAND**

The Owner shall convey Blocks 118 and 119 of Plan 57M-\_\_\_\_\_ to the City for the purpose of Parkland. The Owner shall provide an engineering design and construct the Blocks to the satisfaction of the City at the time of development of the applicable Phase. The Owner shall have paid to the City cash-in-lieu of the dedication of parkland equal to 5% of the appraised value of the Land for the lots for single detached dwellings, and the equivalent cash-in-lieu of the dedication of parkland equal to 1 hectare per 300 dwelling units for the blocks for townhouse dwellings, for Phase 2.

Commented [RP12]: Planning to confirm and insert

Commented [SR13]: Planning has no update at this time

**7. LANDSCAPE STRIP**

Not applicable.

**8. LAND FOR MUNICIPAL SERVICING INFRASTRUCTURE**

Not applicable

**SCHEDULE "B-1"**

**PLAN OF EASEMENTS**

**Attach to Agreement**

DRAFT

## **SCHEDULE "C"**

### **SPECIFICATIONS AND STANDARDS**

#### **1. General**

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

#### **2. Roadways**

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

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

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

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

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

#### **3. Curbs and Gutters and Sidewalks**

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

- h) Concrete barrier curb shall be constructed in accordance with OPSD 600.040 as determined by the City.
- ii) Curb and gutter terminations shall be constructed in accordance with the OPSD 608.010.

- iii) Sidewalks shall be constructed in all locations as indicated within the site set out in Schedule "D" attached hereto and in accordance with OPSS - 351.
- iv) Ramps shall be constructed at all intersecting streets and where public walkways intersect a street.

#### 4. Watermains

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

#### 5. Sanitary Sewers

a) Sanitary sewers of a size approved by the Director shall be installed on all streets and easements, etc., as required to adequately service the Plan and adjacent contributory areas. Sewers shall be installed complete with manholes and connected to an adequate outlet as indicated on engineering plans prepared by the Engineer and approved by the City as indicated in Schedule "A-1" and set out on Schedule "D" attached hereto.

b) Sanitary sewer pipe shall be a minimum nominal diameter of 200mm and shall be manufactured of one of the following materials:

- i) P.V.C. plastic meeting the requirements of A.S.T.M. designation D3034, CSA Standard B182.4 and having an S.D.R. of 35 maximum.
- ii) A.B.S. composite wall (Truss Pipe) as manufactured by Armco Canada Limited or an approved equal meeting the requirements A.S.T.M. designation D2680.
- iii) Polyethylene meeting the requirements of A.S.T.M. designation D1248.

c) Unless otherwise specified, sewer pipe shall be laid in a Class "B" bedding consisting of approved crushed granular material mechanically compacted to a minimum Proctor Density of 95% in 150mm layers under the pipe to a depth of one-third (1/3) the outside diameter, such depth being a minimum of 150mm and a maximum of 300mm (200mm in rock). Like material shall be placed in 150mm layers, similarly compacted, on both sides of the pipe and to a depth of 300mm above the pipe, to the full width of the trench, which, at the top of the pipe, shall not exceed 600mm plus the outside diameter of the pipe. Where conditions warrant, the bedding material under the pipe and alongside the pipe up to the spring-line of the pipe shall be open graded 19mm crushed rock.

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

#### 6. Storm Sewers

Storm sewers, including manholes, catch basins and connections shall be installed in the locations and of such sizes as indicated within the Land on Schedule "A-1" of engineering plans prepared by the Engineer and approved by the City and set out on Schedule "D" attached

hereto. Storm sewers shall be designed in accordance with current design data of the Engineering Department and shall properly drain the Land on the said Plan and accommodate the drainage from abutting land and runoff from the roofs of buildings erected in the said Plan as indicated on Schedule "A-1" attached hereto and shall be constructed to an adequate outlet.

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

## 7. Stormwater Management Facility

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

## 8. Service Connections

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

### a) Water Service Connections:

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

### b) Sanitary Sewer Service Connections:

#### i) Material:

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

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

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

#### ii) Installation:

Sanitary sewer services shall be laid with a minimum fall of two (2) percent from property line to main sewer and shall be connected to the main sewer above the flow line by means of a water-tight saddle or a manufactured tee and long bend. All sewer services shall be installed on

a line perpendicular to the main sewer. Holes to be made in the main sewer to receive saddles shall be made using a drilling machine specifically designed and manufactured for that purpose.

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

iii) General:

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

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

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

c) **Storm Sewer Service Connections:**

i) Material:

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

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

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

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

ii) Installation:

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

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

The Parties AGREE that until a check valve and sump pump system has been installed in the basement of each dwelling in accordance with the approved shop drawings to the satisfaction of

the City, so as to ensure that the building is protected from the potential harmful surcharging of the storm sewer system.

i) General:

The Owner shall supply the Director, prior to the storm service connections being assumed by the City, with a list of the locations of storm sewer service connections at the main sewer and at the street line along with the depths of such connections at the street line. Such locations shall be listed against Lot numbers to which they apply. Connections at the main sewer shall be measured from the nearest downstream manhole and locations at the street line from the nearest lot corner. All such horizontal measurements shall be to the nearest 100mm.

The locations of all storm sewer connections shall be marked at the 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**

The Owner agrees to construct a multi-purposes path on a 0.1555 ha parcel of land and transfer this to the City through the subdivision agreement.

## **11. Parkland**

The Owner shall convey Blocks 118 and 119 of Plan 57M-\_\_\_\_\_ to the City as parkland. The parkland will be developed by the Owner to the design and specifications outlined in the engineering design drawings and the landscape plans for the subdivision and as approved by the City.

The Owner shall pay to the City cash-in-lieu of the dedication of parkland equal to 5% of the appraised value of the Land for the lots for single detached dwellings, and the equivalent cash-in-lieu of the dedication of parkland equal to 1 hectare per 300 dwelling units for the blocks for townhouse dwellings. Such value shall be determined by an experienced and qualified land appraiser (CRA or AACI) as of the day before draft plan approval was given by the City or the most recent extension of such draft plan approval by the Director of Development Services or his

designate. The appraisal report shall accompany the cash-in-lieu payment. The City is not required to accept the appraisal report and reserves the right to peer-review the appraisal report and negotiate the cash-in-lieu payment. Said amount is \$117,570.00 based on the appraisal of the entire draft approved plan dated December 17, 2019.

Commented [CS14]: Planning to confirm

Commented [SR15]: Planning is not in receipt of a current appraisal

## 12. Buffering and Fencing Requirements

A black vinyl chain link fence shall be installed along the rear east lot lines of Lots 77,78,82 and 83, and along the west lot line of Lots 14.

## 13. Walkway

***Not applicable.***

## 14. Canada Post Requirements

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

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

## 15. House Numbers

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

## 16. Street Signs

All signage and appurtenances shall be installed in accordance with City standards in the location shown on the approved Engineering Drawings as listed in Schedule "A-1" and as outlined in Schedule "D". Signage shall include street name signs, regulatory signs, and warning

signs, including signs confirming the roads are not assumed by the City. All signage shall be maintained by the Owner until the assumption by-law for the roadways is passed by the City.

#### **17. Driveway Entrances**

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

- Granular "A" – 150mm (minimum)
- Surface Hot Mix Asphalt, H.L.-3 or H.L.-3A – 50mm compacted depth (minimum).

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

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

#### **18. Boulevards**

All boulevards (i.e. all areas between the property line and gravel shoulder and/or curb, if applicable) which are not utilized for sidewalk or driveways shall be properly graded and covered with a minimum of 150mm of topsoil and nursery sod prior to the placement of top course asphalt.

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

#### **19. Construction Plans**

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

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

#### **20. Camera Inspection of Sewers**

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

measures. All completed corrective measures shall be video inspected and approved by the Director prior to assumption of the sewers by the City.

**21. Addressing**

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

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

<b>Lot # on Draft Plan 16T-15501</b>	<b>Address</b>
Lot 1	24 Truax Street
Lot 2	26 Truax Street
Lot 3	28 Truax Street
Lot 4	30 Truax Street
Lot 5	32 Truax Street
Lot 6	23 Gunsolus Road
Lot 7	21 Gunsolus Road
Lot 8	19 Gunsolus Road
Lot 9	15 Gunsolus Road
Lot 10	13 Gunsolus Road
Lot 11	11 Gunsolus Road
Lot 12	7 Gunsolus Road
Lot 13	3 Gunsolus Road
Lot 14	2 Gunsolus Road
Lot 15	4 Gunsolus Road
Lot 16	6 Gunsolus Road
Lot 17	8 Gunsolus Road
Lot 18	10 Gunsolus Road
Lot 19	12 Gunsolus Road
Lot 20	20 Hutton Road
Lot 21	22 Hutton Road
Lot 22	24 Hutton Road
Lot 23	21 Hutton Road
Lot 24	19 Hutton Road
Lot 25	20 Gunsolus Road
Lot 26	22 Gunsolus road
Lot 27	32 Dobson Street
Lot 28	34 Dobson Street
Lot 29	36 Dobson Street
Lot 30	38 Dobson Street
Lot 31	40 Dobson Street
Lot 32	42 Dobson Street
Lot 33	43 Brock Street
Lot 34	45 Brock Street
Lot 35	47 Brock Street
Lot 36	49 Brock Street
Lot 37	51 Brock Street
Lot 38	53 Brock Street
Lot 39	55 Brock Street
Lot 40	57 Brock Street
Lot 41	16 Fisher Road

<b>Lot # on Draft Plan 16T-15501</b>	<b>Address</b>
Lot 42	14 Fisher Road
Lot 43	12 Fisher Road
Lot 44	10 Fisher Road
Lot 45	8 Fisher Road
Lot 46	6 Fisher Road
Lot 47	4 Fisher Road
Lot 48	2 Fisher Road
Lot 49	1 Fisher Road
Lot 50	3 Fisher Road
Lot 51	5 Fisher Road
Lot 52	7 Fisher Road
Lot 53	9 Fisher Road
Lot 54	11 Fisher Road
Lot 55	13 Fisher Road
Lot 56	15 Fisher Road
Lot 57	1 and 3 Bakogeorge Street
Lot 58	5 and 7 Bakogeorge Street
Lot 59	9 and 11 Bakogeorge Street
Lot 60	13 and 15 Bakogeorge Street
Lot 61	17 and 19 Bakogeorge Street
Lot 62	21 and 23 Bakogeorge Street
Lot 63	25 and 27 Bakogeorge Street
Lot 64	29 and 31 Bakogeorge Street
Lot 65	33 and 35 Bakogeorge Street
Lot 66	37 and 39 Bakogeorge Street
Lot 67	41 and 43 Bakogeorge Street
Lot 68	45 and 47 Bakogeorge Street
Lot 69	49 Bakogeorge Street
Lot 70	1 Faulkner Court
Lot 71	3 Faulkner Court
Lot 72	5 Faulkner Court
Lot 73	7 Faulkner Court
Lot 74	9 Faulkner Court
Lot 75	11 Faulkner Court
Lot 76	13 Faulkner Court
Lot 77	15 Faulkner Court
Lot 78	8 Faulkner Court
Lot 79	6 Faulkner Court
Lot 80	4 Faulkner Court
Lot 81	2 Faulkner Court
Lot 82	52 Brock Street
Lot 83	50 Brock Street
Lot 84	29 Truax Street
Lot 85	27 Truax Street
Lot 86	25 Truax Street

**22. Requirement for Blasting**

***Not Applicable***

**23. Dumping of Fill or Debris**

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

**24. Disposal of Construction Garbage**

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

**25. Qualitative and Quantitative Tests**

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

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

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

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

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

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

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

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

**SCHEDULE "D"**  
**SUMMARY OF ESTIMATED COSTS**

**Morningside Subdivision Phase 2**  
**Schedule 'D'**  
**Subdivision Agreement - Overall**

1	Site Preparation, Removals and Erosion Control	Unit	Price (\$)	Quantity	Total Cost (\$)
	Light Duty Silt Fencing (219.110)	m	\$20.00	1926	\$38,520.00
	Catchbasin Sediment Protection	ea	\$100.00	39	\$3,900.00
	Mud Mat	ea	\$2,500.00	2	\$5,000.00
	Earth Excavation (Cut to Fill)	m <sup>3</sup>	\$8.00	9410	\$75,280.00
	Earth Excavation (Fill, Place & Compact Topsoil)	m <sup>3</sup>	\$8.00	16400	\$131,200.00
	Earth Excavation (Excess Topsoil Removed)	m <sup>3</sup>	\$15.00	2000	\$30,000.00
	Temporary Culverts	m	\$200.00	3	\$600.00
	Remove Existing 300mm Storm Sewer	m	\$50.00	17	\$850.00
	Cutoff Swale	m	\$5.00	1160	\$5,800.00
	Temporary Sediment Trap	ea	\$3,000.00	4	\$12,000.00
	Temporary Sediment Trap Fencing	ea	\$500.00	4	\$2,000.00
	Decommissioning Temporary Sediment Trap	ea	\$2,000.00	4	\$8,000.00
	Maintenance of Erosion & Sediment Controls	LS	\$10,000.00	1	\$10,000.00
	Insurance and Bonding	LS	\$15,000.00	1	\$15,000.00
	Mobilization/Demobilization	LS	\$30,000.00	1	\$30,000.00
	As-Builts / Layout	LS	\$10,000.00	1	\$10,000.00
	Removals (incl. Clearing and Grubbing)	LS	\$5,000.00	1	\$5,000.00
	Rock Check Dams (219.211)	ea	\$350.00	8	\$2,800.00
	Traffic Control	LS	\$7,500.00	1	\$7,500.00
	Existing Signage and Gaurd Rail Removal	LS	\$2,500.00	1	\$2,500.00
	Concrete Road Barrier	ea	\$500.00	3	\$1,500.00
	<b>Subtotal: Site Preparation, Removals and Erosion Control</b>				<b>\$397,</b>
	<b>450.00</b>				
2	Storm				
	250mm ø Perforated P.V.C. (including 50mm clearstone and geotextile)	m	\$425.00	92	\$39,100.00
	250mm ø P.V.C.	m	\$185.00	122	\$22,570.00
	300mm ø P.V.C.	m	\$185.00	422	\$78,070.00
	375mm ø P.V.C.	m	\$225.00	272	\$61,200.00
	450mm ø Conc.	m	\$265.00	315	\$83,475.00
	525mm ø Conc.	m	\$300.00	114	\$34,200.00
	600mm ø Conc.	m	\$475.00	142	\$67,450.00
	Pipe Insulation (50mm)	m	\$20.00	526	\$10,520.00
	Oil Grit Separator (Including cleanout price)	ea	\$60,000.00	2	\$120,000.00
	1200mm ø Manhole c/w Frame and Grate (OPSD:701.010)	ea	\$6,400.00	23	\$147,200.00
	600mmx600mm Ditch Inlet Catch Basin	ea	\$2,700.00	6	\$16,200.00
	600mmx600mm Catch Basin c/w Frame & Grate (OPSD:705.010/400.020)	ea	\$2,700.00	24	\$64,800.00
	1500mm Double Catch Basin c/w Frame & Grate (OPSD:705.010/400.020)	ea	\$10,700.00	2	\$21,400.00
	150mm ø Long Storm Service	ea	\$2,100.00	64	\$134,400.00
	150mm ø Short Storm Service	ea	\$1,700.00	33	\$56,100.00
	Clean, Flush and Video Inspection of Storm Sewers	m	\$8.50	1387	\$11,789.50
	Connection to Existing Storm Sewer	ea	\$2,500.00	4	\$10,000.00
	Core and Connect New invert into MH5 (450mm)	ea	\$500.00	1	\$500.00
	<b>Subtotal: Storm</b>				<b>\$978,974.50</b>
3	Sanitary				

200mm ø P.V.C. 404.020	m	\$195.00	1090	\$212,550.00
1200mm ø Manhole (701.010)	ea	\$6,300.00	19	\$119,700.00
100mm ø Short Sanitary Service	ea	\$1,500.00	60	\$90,000.00
100mm ø Long Sanitary Service	ea	\$1,400.00	37	\$51,800.00
Clean, Flush and Video Inspection of Sewer	m	\$8.50	1090	\$9,265.00
Connection to Existing Pipe	ea	\$1,900.00	4	\$7,600.00

**Subtotal: Sanitary** **\$490,915.00**

**4 Watermain and Appurtenances**

300 mm watermain	m	\$ 225.00	148	\$ 33,300.00
150 mm watermain	m	\$170.00	1005	\$170,850.00
50 mm watermain	m	\$140.00	84	\$11,760.00
300 mm Gate Valve	ea	\$1,800.00	3	\$5,400.00
150 mm Gate Valve	ea	\$1,400.00	17	\$23,800.00
50 mm Gate Valve	ea	\$520.00	2	\$1,040.00
Hydrant Set, Valve and Tee	ea	\$6,800.00	7	\$47,600.00
Re-Locate Existing Fire Hydrant (c/w Valve and Tee)	ea	\$3,500.00	1	\$3,500.00
19 mm Short Water Service	ea	\$1,000.00	58	\$58,000.00
19 mm ø Long Water Service	ea	\$1,300.00	38	\$49,400.00
Water, Disinfection and Pressure Testing	ea	\$8,800.00	1	\$8,800.00
19mm Curbstop with rod & box	ea	\$350.00	96	\$33,600.00
19mm Yard Hydrant c/w Curbstop	ea	\$1,000.00	1	\$1,000.00
Connection to Existing Pipe	ea	\$3,900.00	5	\$19,500.00
Tracer Wire Continuity Testing	m	\$2.00	1237	\$2,474.00

**Subtotal: Watermain and Appurtenances** **\$470,024.00**

**5 Road - Base Works**

Temporary Street and Stop Signs	LS	\$2,500.00	1	\$2,500.00
Utility Road Crossing (CUP)	ea	\$1,000.00	21	\$21,000.00
Granular 'B' 300mm Depth	m <sup>2</sup>	\$11.50	9586	\$110,239.00
Granular 'A' 150mm Depth	m <sup>2</sup>	\$9.00	10038	\$90,342.00
Granular 'A' 150mm Depth - Driveways	m <sup>2</sup>	\$9.00	2558	\$23,022.00
Granular 'B' 450mm Depth	m <sup>2</sup>	\$18.00	1628	\$29,304.00
HL8 Asphalt Binder Course 50mm Depth	m <sup>2</sup>	\$12.00	8586	\$103,032.00
HL8 Asphalt Binder Course 90mm Depth	m <sup>2</sup>	\$22.00	1452	\$31,944.00
Storm 150 mm Dia Subdrain Road (OPSD216.021)	m	\$25.00	2361	\$59,025.00
Concrete Curb and Gutter (Stage 1 of 2 Stage Curb)	m	\$60.00	2361	\$141,660.00

**Subtotal: Road - Base Works** **\$612,068.00**

**6 Road - Surface Works**

HL4 Asphalt Surface course 40mm Depth	m <sup>2</sup>	\$13.50	10038	\$135,513.00
HL3 Asphalt Driveway 50mm Depth	m <sup>2</sup>	\$25.00	2558	\$63,950.00
1.5m wide Concrete Sidewalk	m <sup>2</sup>	\$90.00	1831	\$164,790.00
3.0m wide Asphalt Walkway	m <sup>2</sup>	\$40.00	460	\$18,400.00
Concrete Curb and Gutter (Stage 2 of 2)	m	\$75.00	2361	\$177,075.00
Hydroseed	m <sup>2</sup>	\$1.25	9700	\$12,125.00
Line Painting	LS	\$2,500.00	1	\$2,500.00
Street & Stop Signs	LS	\$2,500.00	1	\$2,500.00
Landscaping (As per Landscape Cost Estimate) incl. boulevard, pond planting, fencing, pond hydroseed	LS	\$121,115.00	1	\$121,115.00
Electrical Light Standards	ea	\$4,433.00	35	\$155,155.00
Adjust MH to Final Grade	ea	\$500.00	42	\$21,000.00
Adjust CB to Final Grade	ea	\$500.00	24	\$12,000.00
Adjust DCB to Final Grade	ea	\$750.00	2	\$1,500.00
Dropped Curb Driveway Entrances	ea	\$20.00	98	\$1,960.00
Tactile Warning Indicators	ea	\$300.00	21	\$6,300.00
Clean and Sweep Base Prior to Surface	LS	\$6,000.00	1	\$6,000.00
Rear Yard Flat Botom Swale (0.3m depth w Topsoil &Sod)	m	\$15.00	208	\$3,120.00
Side Yard V-shaped Swale (0.15m depth w Topsoil &Sod)	m	\$10.00	60	\$600.00
Clean, Flush and Video Inspection of Storm Sewers (Existing)	m	\$8.50	838	\$7,123.00
Clean, Flush and Video Inspection of Storm/Sanitary Sewer Prior to Assumption	m	\$8.50	2477	\$21,054.50

**Subtotal: Road - Surface Works \$933,780.50**

**7 Lot Infiltration Trenches**

Infiltration Trench (Including clearstone, underdrain, geotextile surface & sod, excluding stm sewer and catch basins)	m	\$325.00	122	\$39,650.00
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**Subtotal: Lot Infiltration Trenches \$39,650.00**

Subtotal (Items 1.0 - 7.0)	\$3,922,862.00
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**8 Engineering and Contingency**

5% Contingency	\$196,143.10
7% Engineering	\$274,600.34

*Subtotal	\$4,393,605.44
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H.S.T - 13%	\$571,168.71
City Rebate - 11.24%	\$493,841.25

HST to be Paid	\$77,327.46
Total Construction Costs	\$4,470,932.90

*DAAP Fee: 3.7% of Subtotal - Pre H.S.T.	\$162,563.40
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**9 Security**

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Security inclusive of H.S.T.

Total of Security

\$4,470,932.90

Brad Parsons, P.Eng

Name of Engineer

Professional Engineer

Title

I certify these engineering costs to be the current estimated costs for the works

proposed within the approved engineering drawings.



DRAFT

**Brock Street Future Road Extension - South  
Schedule 'D'**

	Unit	Price (\$)	Quantity	Total Cost (\$)
<b>1 Site Preparation, Removals and Erosion Control</b>				
Light Duty Silt Fencing (219.110)	m	\$20.00	100	\$2,000.00
Catchbasin Sediment Protection	ea	\$100.00	4	\$400.00
Removals (incl. Clearing and Grubbing)	LS	\$500.00	1	\$500.00
<b>Subtotal: Site Preparation, Removals and Erosion Control</b>				<b>\$2,900.00</b>
<b>2 Road - Base Works</b>				
Temporary Street and Stop Signs	LS	\$1,500.00	1	\$1,500.00
Granular 'B' 300mm Depth	m <sup>2</sup>	\$11.50	400	\$4,600.00
Granular 'A' 150mm Depth	m <sup>2</sup>	\$9.00	400	\$3,600.00
HL8 Asphalt Binder Course 50mm Depth	m <sup>2</sup>	\$12.00	400	\$4,800.00
Storm 150 mm Dia Subdrain Road (OPSD216.021)	m	\$25.00	60	\$1,500.00
Concrete Curb and Gutter (Stage 1 of 2 Stage Curb)	m	\$60.00	86	\$5,160.00
<b>Subtotal: Road - Base Works</b>				<b>\$21,160.00</b>
<b>3 Road - Surface Works</b>				
HL4 Asphalt Surface course 40mm Depth	m <sup>2</sup>	\$13.50	400	\$5,400.00
1.5m wide Concrete Sidewalk	m <sup>2</sup>	\$90.00	64	\$5,760.00
Concrete Curb and Gutter (Stage 2 of 2)	m	\$75.00	86	\$6,450.00
Topsoil & Sod	m <sup>2</sup>	\$12.00	180	\$2,160.00
<b>Subtotal: Road - Surface Works</b>				<b>\$19,770.00</b>
<b>Subtotal (Items 1.0 - 3.0)</b>				<b>\$43,830.00</b>
<b>4 Engineering and Contingency</b>				
5% Contingency				\$2,191.50
7% Engineering				\$3,068.10
<b>*Subtotal</b>				
H.S.T - 13%				\$6,381.65
City Rebate - 11.24%				\$5,517.67
<b>HST to be Paid</b>				<b>\$863.98</b>
<b>Total Construction Costs</b>				<b>\$49,953.58</b>

*DAAP Fee: 3.7% of Subtotal - Pre H.S.T.	\$1,816.32
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**5 Security**  
Security inclusive of H.S.T.

<b>Total of Security</b>	<b>\$49,953.58</b>
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I certify these engineering costs to be the current estimated costs for the works proposed within the approved engineering drawings.

Brad Parsons, P.Eng  
Name of Engineer

Professional Engineer  
Title

June 3rd, 2022



**SUMMARY OF ESTIMATED COSTS (continued)**

In accordance with Section 9. - Financial Arrangements, the Owner shall pay the Engineering Fee for the post-draft-plan approval development of the subdivision in the amount of 3.7% of the estimated construction value of the Public Services created relative to the subdivision as set out above (exclusive of H.S.T.) As per the Sub-Total cost of all works prior to H.S.T., in accordance with By-law 2007-132, the fee is \$ 4,393,605.44. The initial payment of \$105,560.17, was submitted on March 30, 2021. Therefore the remainder fee owed is \$57,003.23.

**SCHEDULE "E"**

**LOT GRADING PLAN**

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

## **SCHEDULE "F"**

### **CONDITIONS OF DRAFT PLAN APPROVAL**

#### **CONDITIONS OF DRAFT PLAN APPROVAL - 2074161 Ontario Limited**

##### **GENERAL CONDITIONS**

1. This approval applies to the draft plan of subdivision 16T-15502 prepared by KLM Planning Partners Inc. Project No. P-2395, Drawing No. – 17:5, dated March 31, 2017, which shows a total of 71 single family lots, being Lots 1 to 56 inclusive, Lots 69 to 83 inclusive, 12 semi-detached lots, being Lots 57 to 68 inclusive, Blocks for 3 future single family lots, being Blocks 84 to 87 inclusive, Block 88 for a road widening and Block 89 for a 0.3 m. reserve.
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, daylight triangles, road signs, traffic signals, stormwater management facilities and drainage works, and all recommendations contained in related technical reports approved by the City.
4. The Subdivision Agreement shall include the payment of all applicable development charges in accordance with applicable Development Charges By-law.
5. The owner agrees, in writing, to the registration of the Subdivision Agreement against the land to which it applies once the plan of subdivision has been registered.
6. The road allowance included in this draft plan shall be shown and dedicated as public highway.
7. The streets shall be named to the satisfaction of the City.
8. Civic addressing shall be assigned on the basis of lots being subdivided in the future, to the satisfaction of the City, and that the assignment of civic addresses be included in the Subdivision Agreement.
9. The owner and the City shall agree in the Subdivision Agreement that:
  - a) No building permit will be issued for any individual lot or block until underground municipal services are installed and operational and the roadway is constructed to base asphalt condition.
  - b) All lots and blocks will be developed in accordance with the approved engineering design for the subdivision.
  - c) The building permit applicant for each such lot or block shall submit individual lot grading and drainage plans and receive approval from the City prior to the issuance of a building permit.
10. The owner shall agree in the Subdivision Agreement to submit to the City, prior to commencing the installation of services, a construction management plan to regulate the routing of construction traffic for all phases of the development through an access provided to the development from Lindsay Street to Logie Street. Measures to minimize construction debris on the roads as well as road cleaning at the owner's expense will be included in the Subdivision Agreement. The Subdivision Agreement shall specify that the construction management plan will be in force until such time that

underground 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.

11. The schedule to the Subdivision Agreement entitled “Special Warnings and Notices” shall incorporate a notice advising of the existence of the City’s Noise By-law and warning that construction activities within the subdivision may be subject to regulation and/or restrictions thereunder.

#### **ZONING**

12. Prior to the signing of the final plan by the Director, the Planning Division shall confirm that any amendment to the Zoning By-law necessary to implement this plan has been approved and is in effect.
13. An Ontario Land Surveyor shall certify that the proposed lot frontages and areas appearing on the final plan conform to the requirements of the Town of Lindsay Zoning By-law.

#### **SITE PREPARATION**

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

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

16. The owner shall convey to the City, at no cost, the land comprising the new public streets, 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.
17. The Subdivision Agreement between the owner and the City shall provide that the owner agrees to design and construct, entirely at its expense, the roadways, 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.
18. The Owner shall provide for the design and construction of road improvements required to existing streets, at no cost to the City. More specifically:
  - a) the intersections of Brock Street and Dobson Street,
  - b) Brock Street, north of Dobson Street, to the north end of corner block. The City shall endeavor to assist in the recovery of cost sharing of works from the owner of the lands benefitting from the road construction by way of requirement of development approvals under the Planning Act.
  - c) the intersection and connection of the northern ends of Truax Street & Gunsolus Road

19. For the continuation of Truax Street, the Owner shall purchase from the City of Kawartha Lakes, as per the City of Kawartha Lakes Policies the portion of the Deane Street Right of Way required for the design, as described on Drawing No. – 17:5.
20. Any dead ends and open sides of road allowances created by this draft plan shall be terminated in 0.3 metre reserves to be conveyed to, and held in trust by, the City, specifically, the dead end at the south end of Brock Street and the cul-de-sac at the east end of Bakogeorge Street.
21. The Owner shall convey to the City an easement/right of way, at no cost and free and clear of encumbrances, for the full width and length of the temporary cul de sac. (Condition no longer applies)
22. 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.
23. The Owner shall provide a composite utility plan which will outline the proposed location of all of the utilities proposed within the subdivision and any external utility works required to facilitate the connectivity of the proposed subdivision to existing utilities. Each utility will provide approval of the same composite utility plan for submission with the plan.
24. The owner shall provide a comprehensive streetscaping plan showing all above-ground utilities, street furniture, street tree planting, and/or boulevard landscaping.

#### **SITE SERVICING**

25. The Subdivision Agreement shall provide for the installation of a municipal water supply system, sanitary sewage collection system, storm collection system, and stormwater management system to the satisfaction of the City and all municipal by-laws and design criteria and furthermore, upon satisfactory final inspection, shall provide for the assumption of such systems by the City. The construction and conveyance of the municipal infrastructure shall be at the Owner's expense and responsibility.
26. The Owner agrees that all residential sanitary services shall drain by gravity and not use sump pumps and grinder pumps for drainage.
27. The Owner agrees that each of the approved lots will be connected to the City's municipal water and sanitary systems, to the satisfaction of the City.
28. Prior to the signing of the final plan by the Director, the owner shall obtain an approved Form 1 – Record of Watermains Authorized as a Future Alteration from the City for the water works in accordance with the Safe Water Drinking Act and the Environmental Protection Act.
29. Prior to the signing of the final Plan by the Director, the owner shall obtain an Environmental Compliance Approval (ECA) from the Ministry of the Environment and Climate Change for the municipal sewer works in accordance with the Ontario Water Resources Act and the Environmental Protection Act. The Subdivision Agreement shall reference the applicable ECA numbers.
30. The Owner acknowledges that the Logie Street Sanitary Sewer Pumping Station requires upgrades to support the subject development. The City has included the required upgrades in the Development Charge Background Study. The City will commence design and construction of the Logie Street Sanitary Sewer Pumping Station upon the Owner's registration of the plan of subdivision.

## **STORMWATER MANAGEMENT**

31. The Owner shall submit a Stormwater Management Facility Interim Use, Operations, Maintenance and Assumption Report, demonstrating a coordinated plan with other existing users, for the use of the Stormwater Management Facility until City of Kawartha Lakes assumption of the facility.
32. Prior to final approval and any on-site grading taking place, the Owner shall submit a stormwater management report for quantity and quality control, prepared by a qualified Professional Engineer in accordance with the applicable standards and guidelines to the satisfaction of the Kawartha Region Conservation Authority and the City. The report shall identify opportunities for Low Impact Development solutions applicable to the site specific conditions.
33. Prior to final approval and any grading taking place, the Owner shall submit an erosion and sediment control plan detailing the measures that will be implemented before, during and after construction to minimize soil erosion and sedimentation prepared to the satisfaction of the Kawartha Region Conservation Authority and the City. The plan shall contain a proactive targeted multi-barrier approach with emphasis on erosion control.
34. Prior to final approval and any grading taking place, the Owner shall submit a phosphorous assessment identifying pre-development loadings, anticipated post-development loadings, and opportunities for phosphorous reduction (e.g., best management practices for stormwater management) to the Kawartha Region Conservation Authority for review. This assessment should endeavour to quantify best efforts in terms of striving to achieve no net increase from pre-development levels.
35. Prior to final approval and any grading taking place, the Owner shall submit a landscaping/planting plan for the stormwater management pond prepared to the satisfaction of the Kawartha Region Conservation Authority and the City.
36. That, the Subdivision Agreement shall contain, among other matters, the following provision:
  - a) That, the Developer agrees to carry out the recommendations of the approved stormwater management report and the approved erosion and sediment control plan. The Agreement shall contain a reference to the plans and reports approved by the Kawartha Region Conservation Authority.
  - b) That, the Developer agrees to implement all erosion and sediment control structures in a functional manner prior to the site disturbance and maintain these structures operating in good repair during and after the construction period, until such time as all disturbed soil surfaces have become stabilized and/or revegetated. The details of the sediment and erosion controls will be confirmed in the construction management plan and submitted to the City's Engineering and Corporate Assets Department.

## **CONDITIONS FOR FENCING AND TRAIL CONNECTIVITY CONDITIONS**

37. The Subdivision Agreement shall include provisions concerning the precise location of required fencing, specifically along the rear yards of all lots backing onto the Trans Canada Rail Trail. All fencing shall be commercial grade black chain link fence to City specifications.
38. Community Services requires the trail connectivity for the existing bicycle path on the south side of Dobson to continue and connect to the existing Trans Canada Trail. The design must be submitted in conjunction with the intersection design of Dobson and Brock Streets to the satisfaction of both the

Community Services Department and Engineering and Corporate Assets Department.

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

39. The streets to be constructed in this development shall be conveyed and dedicated to the City of Kawartha Lakes for public highway purposes at no cost to the City and free of all liens and encumbrances.
40. The owner shall convey Blocks 88 and 89 to the City free and clear of encumbrances for 0.3 m reserves and road widening.

#### **PARKLAND**

41. The owner agrees that the City, pursuant to subsection 51.1(3) of the Planning Act, accepts payment in lieu of the 5% conveyance of parkland. For the purpose of determining the amount of any such payment, the value of the land shall be determined by an accredited appraiser. The date of this appraisal shall be no later than the day before the date of the notice of decision to grant draft plan approval or the date of the most recent extension pursuant to subsection 51(33) of the Planning Act, to the approval of the draft plan of subdivision. The City is not required to accept the appraisal report and reserves the right to have the appraisal report peer reviewed and to negotiate the cash-in-lieu payment.

#### **EASEMENTS AND AGENCY SPECIFIC CONDITIONS**

42. The Owner will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The Owner will then indicate these locations on the Composite Utility and Streetscaping Plans submitted to the City's Engineering and Corporate Assets Department.
43. The Owner agrees in the Subdivision Agreement, prior to offering any Blocks, Lots, dwellings, commercial units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post. In addition, the Owner agrees to have Schedule "A" the approved Engineering drawings of the Subdivision Agreement available for review by all potential homeowners.
44. That such easements as may be required for utility and/or drainage purposes shall be granted to the appropriate authority.
45. That satisfactory arrangements, financial and otherwise, shall be made with Bell Canada for any Bell underground facilities serving the subdivision.
46. That the owner agrees in the Subdivision Agreement with the City to grant Bell Canada any easements that may be required for telecommunication purposes.
47. That if there are any conflicts with existing Bell Canada facilities or easements, the owner/developer shall be responsible for rearrangements or relocation.
48. That owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the events of any conflict with existing Bell Canada facilities or easements, the owner/developer shall be responsible for the relocation of such facilities or easements.
49. 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).

50. That prior to the signing of the final plan by the Director, the owner shall satisfy all requirements, financial and otherwise, of the Hydro One Networks Inc.
51. 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.
52. That the Subdivision Agreement contain a provision to ensure that the owner grade all boulevards to final pre-soil subgrade elevation 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 Distribution Inc.
53. The Owner will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The Owner will then indicate these locations on the appropriate servicing plans.
54. The Owner agrees, prior to offering any Blocks, Lots, dwellings, commercial units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
55. The Owner agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The Owner also agrees to note the locations of all Community Mail Boxes within the development /subdivision, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.
56. The Owner will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the dwellings / units are occupied.
57. The Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
  - a) any culvert and granular access subject to municipal requirements;
  - b) any required walkway across the boulevard, per municipal standards; and
  - c) any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications).

#### **ENVIRONMENTAL CONDITIONS**

58. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a detailed design submission of the proposed Stormwater Management system prepared by a qualified Professional

Engineer in accordance with the applicable standards and guidelines to the satisfaction of the Kawartha Region Conservation Authority.

59. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a Sediment and Erosion Control Plan prepared by a qualified professional to the satisfaction of the Kawartha Region Conservation Authority. The Plan should detail the measures that will be implemented before, during, and after construction to minimize soil erosion and sedimentation.
60. That, the Subdivision Agreement contain the following provisions:
- a) That, the Owner agrees to carry out the recommendations of the approved Stormwater Management report and the approved Sediment and Erosion Control Plan.  
*Note: The Agreement shall contain a reference to the plans and reports approved by the Kawartha Region Conservation Authority.*
  - b) That, the Developer agrees to install all sediment and erosion control structures in a functional manner prior to the site disturbance, maintain these structures operating in good repair during and after the construction period, and continue to implement all sediment and erosion control measures until such time as the disturbed soil surfaces have become stabilized and/or revegetated.
61. Prior to the signing of the final plan by the Director, the owner shall submit a Record of Site Condition (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 MOECC.

#### **SPECIAL CONDITIONS**

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.

**CLEARANCE CONDITIONS**

- 63. Prior to the signing of the final plan by the Director, the owner will ensure that clearance letters from the appropriate authorities have been submitted to the Planning Division so as to confirm how the above noted conditions have been satisfied.
- 64. Prior to the signing of the final plan by the Director, the Development Services Division shall confirm that conditions 1 to 9 both inclusive, 11 to 13 both inclusive, 44 and 61 have been satisfied.
- 65. Prior to the signing of the final plan by the Director, the Engineering and Corporate Assets Division shall confirm that conditions 3, 4, 10, 14 to 40 both inclusive, 42 and 43 have been satisfied.
- 66. Prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the Taxation and Revenue Division indicating how condition 62 has been satisfied.
- 67. Prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the Kawartha Conservation Authority indicating how conditions 32 to 36 both inclusive and 58 to 60 both inclusive have been satisfied.
- 68. 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 41 has been satisfied.
- 69. Prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from Enbridge Consumer Gas indicating how condition 52 has been satisfied.
- 70. 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 45 to 49 both inclusive have been satisfied.
- 71. 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 53 to 57 both inclusive have been satisfied.
- 72. 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 50 and 51 have been satisfied.

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## SCHEDULE "G"

### SPECIAL WARNINGS AND NOTICES

#### 1. General

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

##### a) Warning – Stormwater Management Facilities

The Purchaser/Grantee acknowledges that he or she is aware that the land within Parts 19-26 of Plan 57M-\_\_\_\_\_ shall be used for stormwater management. In particular, Parts 19-26 contains stormwater management facilities which at times may retain a level of water that may be dangerous to unattended children or to other persons not adequately supervised.

##### b) Warning – Sump Pump and Check Valves

The Purchaser/Grantee acknowledges that their dwelling contains a sump pump and check valve that discharges 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 and Septic Division  
180 Kent Street West  
Lindsay, Ontario, K9V 2Y6

##### c) Warning - Occupancy

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

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

##### d) Warning - Development Charges

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

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

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

**e) Notice – Parkland and Recreation Area**

The Owner shall have paid to the City cash-in-lieu of the dedication of parkland equal to 5% of the appraised value of the Land for the lots for single detached dwellings, and the equivalent cash-in-lieu of the dedication of parkland equal to 1 hectare per 300 dwelling units for the blocks for townhouse dwellings, for Phase 2.

**Commented [RP16]:** Planning to confirm and edit

**Commented [SR17]:** Planning has no additional information at this time.

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

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

**g) Notice – Rear Lot Catch Basins and Swales**

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

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

The Purchaser/Grantee of Lots 2, 3, 41, 42, 45, 46, 51, 52, 54, 55 on Schedule "A-1" acknowledge that a rear yard catch basin and associated storm sewer connection will exist on his or her Lot.

**h) Notice – Fencing**

The Purchaser/Grantee acknowledges that he or she is aware that on Lots along the rear lot lines of 77,78,82 and 83, both inclusive, and long the side yard of Lot 14, a black vinyl chain link fence shall be installed

inclusive on Schedule "A-1". The City will own the fence upon assumption of the subdivision. The City will own the fence upon assumption of the subdivision. No encroachment or access is permitted on the adjacent lands, beyond the fence delineation.

**i) Warning - Assumption of Public Services**

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

**j) Warning - Lot Grading and Landscaping**

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

**k) Warning - Agricultural Land**

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

**l) Warning – Mailbox Locations**

The Purchaser/Grantee of any Lot or Block is advised that the mail will be delivered to community mailboxes within the Plan of Subdivision. The location of the community mailboxes and/or mini-park(s) is subject to the approval of Canada Post and the City. A community mailbox will be located within the municipal right-of-way throughout the development lands, at:

Bakogeorge Street - adjacent to side yard of Lot 41;  
Dobson Street – east end of street, north side,

In accordance with the Composite Utility Plan.

**m) Warning - Parking on Internal Streets**

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

**n) Warning – Tree Preservation Zone**

*Specifics to the plan are to be inserted and included on the landscape plan*

**o) Warning – Acoustic Barriers**

Not applicable.

**p) Warning – Hydrogeological Report**

*Specifics to the plan are to be inserted and incorporated into the engineering design.*

**q) Warning – Streetlights**

*Specifics to the plan are to be inserted if rural development is proposed with no streetlights.*

**r) Warning – Driveway Widths**

The Purchaser/Grantee of any Lot or Block is advised that driveway widths are set by the entrance location and dimensions noted on Schedule A-3 of the subdivision agreement. The Purchaser/Grantee of any Lot or Block is further advised that the driveway widths are a component of the overall engineering design, servicing plan, and stormwater management plan. The Purchaser/Grantee will be wholly responsible for reinstating the approved driveway width if any changes are made and not approved in advance by the City of Kawartha Lakes.

**s) Warning – Boulevard**

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

**t) Warning - Municipal Ditches**

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

**u) Warning – Good Housekeeping Practices**

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

**v) Warning – Noise By-Law**

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

**w) Warning Clause – Infiltration Trenches**

The Purchaser/Grantee acknowledges that an individual infiltration trench is to be constructed on residential Lots 49 to 56, both inclusive, as part of the overall Stormwater Management Plan for the subdivision. The infiltration trenches will receive stormwater runoff from the roof of the residential building by connecting the eavestrough roof leader as per the accepted engineering drawings provided by Engage Engineering. The connection to the infiltration trench is to remain as a permanent connection to ensure the functionality of the subdivision's overall Stormwater Management Plan. The Purchaser/Grantee acknowledges that surface ponding has been utilized as part of this design, including an emergency overflow to swales. The Purchaser/Grantee acknowledges they have received the report Infiltration Trench Homeowners Manual, prepared by Engage Engineering, dated June 3, 2022, and the Purchaser/Grantee is responsible for the operations and maintenance of the infiltration trench.

**SCHEDULE "H"**

**COMPOSITE UTILITY PLAN**

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

**SCHEDULE "I"**

**LETTER OF UNDERTAKING BETWEEN OWNER AND ENGINEER**

SCHEDULE "I"

LETTER OF UNDERTAKING BY OWNER AND ENGINEER

Subdivision Agreement

Minimum Requirements Checklist:

City of Kawartha Lakes, Development Engineering

Date: June 15<sup>th</sup>, 2022

Attn:

Re: Morningside Subdivision Phase 2

This confirms that an agreement has been executed between:

Owner, 2074161 Ontario Ltd. and Owner's Engineer, Engage Engineering Ltd.,

In connection with the above Development and provides for the Owner's Engineer to undertake, directly or through sub-consultants, until assumption has been issued by the City of Kawartha Lakes, to:

1. Review existing systems and design requirements, concepts and parameters with the City of Kawartha Lakes;
2. Arrange for topographic, pick-up and legal surveys and environmental, geotechnical, hydrogeological, or other studies that may be necessary for satisfactory design or as required by the City of Kawartha Lakes;
3. Submit conceptual designs, including all proposed erosion and sediment controls as required by the City of Kawartha Lakes and all applicable legislation;
4. Submit detailed design plans and specifications in accordance with the Municipal by-laws and the requirements of utility companies and government agencies and to the satisfaction of the City of Kawartha Lakes;
5. Provide cost estimates for all work and new/proposed works and periodic cost estimates of uncompleted work to the City of Kawartha Lakes for calculation of security retention;
6. Discuss the submissions under 3,4 and 5 with Municipal staff as required by the City of Kawartha Lakes;
7. Attend pre-construction meeting as required by the City of Kawartha Lakes;
8. Undertake contract administration services using qualified personnel during construction and the maintenance period including:
  - a. Interpretation of plans and specifications
  - b. Full time, resident inspection as required by the subdivision agreement to determine if the work substantially complies in all material respects with

- approved design and with Municipal bylaws and with the requirements of utility companies and government agencies;
- c. Provide specific ongoing inspection, monitoring, and maintenance of the erosion and sediment control measures on site and report all deficiencies, rectify all deficiencies, and record all corrections to the City of Kawartha Lakes, including all works completed by a sub-consultant;
  - d. Giving advance notification of inspections to the City of Kawartha Lakes;
  - e. Review and interpretation of test and inspection reports;
  - f. Determination of communication to the City of Kawartha Lakes of corrective action required as a result of c) and e)
  - g. Keeping a record of site visits and any corrective action taken as a result of f);
  - h. Attending construction progress meetings;
  - i. Conducting final inspections to identify deficiencies;
9. Submit summary reports as requested during construction and the maintenance period including test and inspection reports and their review and interpretation thereof, all as required by the City of Kawartha Lakes
  10. Submit inspection certificates, materials testing, underground infrastructure inspections and other certifications required;
  11. Conduct inspections with the City of Kawartha Lakes as required;
  12. Submit record drawings, service record cards and operations and maintenance manuals in the form required by the City of Kawartha Lakes.
  13. Prepare and distribute regular resident notifications and communications regarding the status of the project and ongoing construction activities, with the Owner and Owner's Engineer contact information, and copy to the City of Kawartha Lakes
  14. Act as the point of contact for resident concerns, log and provide timely response to resident's questions and concerns.

If sub-consultants, or others with specialist responsibility, are employed on components of the work, the Owner's Engineer will act as the prime consultant for co-coordinating and reviewing overall design, layout and inspection and test reports, and for communicating with the City of Kawartha Lakes.

The City of Kawartha Lakes may request a summary of projects the Owner's Engineer and/or sub-consultants have completed that are similar in scope, nature and value to the Works and Services. The summary must include the names, curriculum vitae and employer of individuals assigned responsibility for various aspects of the work.

The Owner's Engineer and each sub-consultant carries professional liability insurance of \$5,000,000 per claim with a maximum deductible of \$10,000 and commit to continue the insurance throughout construction and the maintenance period.

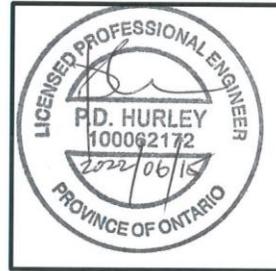
We, the Owner and Owner's Engineer both acknowledge our separate responsibilities to each and to notify the City of Kawartha Lakes as soon as possible prior to, or, if that is not possible, within one working day, if the Owner's Engineer ceases to be retained for all of the duties described or is unable to carry them out.

I, the Owner's Engineer, will notify the City of Kawartha Lakes as possible prior to, or, if that is not possible, within one working day, of a decision or circumstance that results in a sub-consultant or other specialist ceasing to be retained on this project.

Name of Owner's Engineer: Engage Engineering Ltd.

Signature of Authorized Representative: 

Address: 171 King Street, Suite 120, Peterborough, ON K9J 2R8

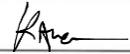


*Engineer's seal*

I/we the Owner will stop construction as soon as it is safe to do so in the event the Owner's Engineer ceases to be retained, or is unable to carry out the described duties, including inspection, until a new commitment by Owner and Engineer has been delivered to the City of Kawartha Lakes and they have authorized work to recommence. I/we will continue essential maintenance of the site.

I/we, the Owner, understand that the Municipality will rely on the expertise of the Owner's Engineer in performing professional engineering services referred to in this commitment letter. I/we acknowledge that review and inspections by staff or others on behalf of the City of Kawartha Lakes do not relieve the Owner from complying with the requirements of any municipal by-laws or other relevant legislation.

Name of Owner: 2074161 Ontario Ltd.

Signature of Authorized representative: 

Address: \_\_\_\_\_