

Appendix 'C' to PLAN2024-053

Document General

Subdivision Agreement

Between

Tribute (Lindsay 1 ) Limited

and

The Corporation of the City of Kawartha Lakes

Lindsay Heights Phase 1  
16T- 22502

Dated as of \_\_\_\_\_, 2024

CITY OF KAWARTHA LAKES

SUBDIVISION AGREEMENT

THIS AGREEMENT made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2024.

BETWEEN:

Tribute (Lindsay 1) Limited

(“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 All of Block 124, Registered Plan No. 633 and Part of Lots 23 and 24, Concession 4, Geographic Township of Ops\_ (the “Development Lands”), upon which the Owner intends to develop a subdivision;

AND WHEREAS Council has approved the Owner’s draft Plan of Subdivision in City File No. File No.16T-22502 – D05-2022-002 (the “Plan”), subject to conditions;

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

AND WHEREAS the Owner desires to develop the Development Lands in multiple phases, with the first phase to be developed to create 186 lots and 13 blocks, together with associated streets and parklands, to accommodate construction of 270 dwelling units and ~~1 new home sales office~~ on a portion of the Development Lands (“Phase 1”);

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

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

AND WHEREAS subsection 51(25)(d) of the *Planning Act*, R.S.O. 1990, 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 186, both inclusive, and Blocks 187 to 199, 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 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 engineering 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 Counterpoint Engineering (the "Engineer"), and the Owner shall not retain the services of another engineering firm or change firms without the prior written consent of the Director. The Engineer shall provide a reference letter outlining relevant experience in municipal engineering design which will be kept on file with the City. The Engineer is hereby approved by the Director and shall file in writing with the Director an undertaking, signed by the Owner and the Engineer, as provided in **Schedule "I"** with respect to the work being done under the Engineer's supervision and inspection. The Engineer shall provide appropriate inspection and review of the work in order that a written final certification regarding all of the Public Services may be provided. The Engineer shall continue to be retained by the Owner, until all requirements of this Agreement have been completed to the satisfaction of the Director, and until the Engineer confirms and certifies, in a form acceptable to the Director, that the Public Services have been constructed in accordance with the approved design and specifications

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

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

#### d) INSTALLATION

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

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

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

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

#### e) REPAIRS

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

condition within the timeframe requested by the Director.

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

#### f) ACCEPTANCE AND SUBSTANTIAL COMPLETION

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

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

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

#### g) MAINTENANCE

For municipal water and sanitary servicing deemed acceptable and substantially complete, all legislated maintenance is performed by the City's Public Works Department to ensure the protection for the residents at time of occupancy.

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

#### h) ASSUMPTION

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

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

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

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

- i. a certificate from the Engineer stating that all stormwater management facilities as required in the stormwater management report and as shown on the engineering drawings and as per the approved design are constructed, are landscaped, are operational, and are functioning;
- ii. a certificate from the Engineer stating that all water and sanitary servicing has been constructed in conformance with the approved engineering design and further that all water and sanitary servicing are operational and are functional;

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

#### j) ASSUMPTION BY-LAW

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

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



City and no assumption shall be construed until the Assumption By-law is passed by City Council.

#### k) LIABILITY – INDEMNITY AND INSURANCE

##### i. INDEMNITY

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

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

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

##### ii. INSURANCE

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

- a. Commercial General Liability Insurance shall be in the name of the Owner with the *Corporation of the City of Kawartha Lakes (herein after called the City)* named as an additional insured, with limits of not less than Ten Million (\$10,000,000.00) dollars inclusive per occurrence. Coverage shall include but is not limited to bodily injury, death and damage to property including loss of use thereof, products and completed operations liability, blanket contractual liability, owners and contractors protective, premises and operations liability, contingent employers liability, non-owned automobile liability and contain a cross liability and severability of interest

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

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

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

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

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

- a) all services and utilities that are required to service the building have been constructed, including, that water, sewage and drainage facilities and suitable base asphalt road foundation have been installed, and the Engineer certifies that such drainage facilities are operating in accordance with the conditions contained herein, in or on the roadway in front of the Lot, Lots or Blocks that are subject to the building permit application;
- b) the City has received payment of the Development Charges, all other building permit application fees applicable to such Lot or Block and a permit from Conservation Authority, where applicable. This requirement, however, shall not apply to any of the Development Charges for which the City has, elsewhere in this Agreement, granted a deferral to the Owner as per Council Policy CP2019-005, in which case the provisions governing the deferral shall determine when payment of the Development Charges by the Owner is due;
- c) N/A
- d) This Agreement has been registered on title;
- e) All necessary fire access routes have been constructed to the satisfaction of the 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) The Owner specifically acknowledges that the Plan is as set out in **Schedule “A-2”** attached hereto and forming part of this Agreement. Should the Owner require, prior to final approval of the Plan, any revisions to the Plan, then the Owner specifically acknowledges that such requests, if granted, shall require an amendment to this Agreement. Should the Owner request any amendments to the Conditions of Draft Approval, attached hereto as **Schedule “F”**, the Owner specifically acknowledges that such requests, if granted, shall require an amendment to this Agreement.

b) N/A

c) This Agreement addresses Phase 1 of the Plan.

d) N/A

e) The parties hereto acknowledge that this Agreement is intended to facilitate the final approval and tendering of registration of Phase 1 of the Plan only. The other phases of the Plan remain to be agreed upon between the parties. Each subsequent phase shall be subject to a Subdivision Agreement, consistent with the terms of this Agreement and the Conditions of Draft Approval.

## 2.2 SERVICING ALLOCATION

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

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

## 2.3 DEVELOPMENT TO PROCEED EXPEDITIOUSLY

This Agreement requires that development of Phase 1 of the Plan commence within one (1) year and that Phase 1 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 \_\_\_ of the Plan.
- b) The Owner further COVENANTS AND AGREES not to convey, or agree to convey, any Land as shown on **Schedule “A-3”** hereto in which the City or Hydro One Networks Inc. is being conveyed an interest by way of easement, right-of-way or agreement, under the terms of this Agreement until such time as the City and Hydro One Networks Inc. have registered the grant of easement or right-of-way on title of the property through which an easement or right-of-way passes.
- c) The Owner and the City further AGREE that the deeds for all the said Land as set-out in **Schedule “B”** hereto have been approved by the City Solicitor and deposited with the City Clerk prior to the execution of this Agreement.
- d) The Owner further COVENANTS AND AGREES that any portion of the Lands conveyed to the City for municipal purposes will not be used for the disposal of debris obtained from the development of any portion of the Development Lands herein developed, and the Owner further COVENANTS AND AGREES to restrain all others from depositing junk, debris and refuse on the Land conveyed to the City under **Schedule “B”** of this Agreement and further COVENANTS AND AGREES to remove any such junk, debris or refuse so deposited immediately when so directed by the City and at the Owner’s expense.
- e) The parties agree that, in the event the required easements, right-of-ways, or other Land as required pursuant to this Agreement have not been properly provided, the City, in addition to any other remedies available to it, may expropriate such easements, right-of-ways, or Land, and the costs of such expropriation shall be at the expense of the Owner.
- f) The City AGREES to complete the registration of all such easements, as well as this Agreement, within ten (10) days of the date of Registration of the Plan of Subdivision, failing which the Owner is hereby authorized to complete such registration on the City’s behalf.
- g) The Owner AGREES to grant, at its expense, such further easements and

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

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

a) Prior to final approval and registration of Phase 1 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 lot grading and drainage plan(s) at the same time as, or prior to, submitting any Building Permit application for any Lot or Block

within Phase \_\_\_. Such Lot Grading and Drainage Plan shall show:

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

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

- i. that the said lot grading and drainage plan is in conformity with the approved Lot Grading Plan included in **Schedule "E"** of this Agreement and with the road grades as shown on the approved Plans and Specifications approved by the Director;
  - ii. that the Engineer has examined the plans and drawings for the proposed dwelling to be erected on the Lot or Block; and;
  - iii. that the siting of the proposed dwelling and/or detached accessory buildings and/or structures as shown on the site and grading plan accurately reflects the proposed buildings as shown on the plans and drawings for which a Building Permit has been applied.
- f) The Owner AGREES that the services of the Engineer will be retained for the purposes of preparing an as-built Lot Grading and Drainage Plan for each Lot and Block. The Owner further AGREES to have the Engineer review the as-built Lot Grading and Drainage Plan and issue a Certificate in accordance with Section
- g) N/A
- h) The Owner agrees to maintain and to post a copy of the overall Lot Grading Plan in any home sales office/ online for prospective buyers to view.

## **6. PAYMENT OF TAXES**

- a) The Owner AGREES to pay all arrears of taxes outstanding against the Land herein described before execution of this Agreement by the City.
- b) The Owner further UNDERTAKES AND AGREES to pay all taxes levied, or to be levied, on the Development Lands on the basis and in accordance with assessment and collector's roll entries until such time as the Lands herein being

developed have been assessed and entered on the collector's roll. Notwithstanding the foregoing, nothing contained herein shall prevent the Owner from appealing such taxes or exercising any other rights of appeal it may have at law.

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

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

## **8. DEFAULT**

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

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

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

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

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



applied as a charge on the Development Lands, or, the Lands, as deemed appropriate by the City.

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

## **9. FINANCIAL ARRANGEMENTS**

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

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

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

- i. The security shall be for any obligations of the Owner pursuant to the provisions of this Agreement, without limitations whatsoever and shall include applicable H.S.T.;
- ii. Drawings on the security shall be permitted upon the City claiming default by the Owner under the terms of this Agreement, and certifying that the notice provided for under Section 8 hereof has been given, and such default shall not be limited to the actions of the Owner;
- iii. Partial drawings on the security shall be permitted at the time of acceptance and substantial completion and at the time of assumption;

- iv. If the security is in the form of a letter of credit and is not renewed at least thirty (30) days prior to the date of expiry by an irrevocable letter of renewal or replacement letter of credit in such form and on such terms acceptable to the City's Treasurer, the City may be permitted to draw on up to 100% of the letter of credit on or before the date of expiry; and
  - v. The Owner shall provide to the City on an annual basis confirmation of the validity and currency of the security held by the City. Said confirmation shall be in the form of the **Schedule "D"** engineering cost estimate accompanied by a letter submission confirming that the security held pursuant to **Schedule "D"** reflects the value of work outstanding at that time.
- c) While at all times being subject to the discretion of the City, the calculation of the amount of any reductions on the security held pursuant to **Schedule "D"** to reflect the value of work already completed by the Owner shall generally be as follows:
- i. Calculate 10% of the estimated cost of the completed works as inspected and agreed to by the City;
  - ii. Add thereto the estimated value of the uncompleted work;
  - iii. Add to that subtotal an allowance for contingencies (5%) and engineering and inspection (7%);
  - iv. The resultant amount including the applicable H.S.T. shall be the revised amount of security required to be held pursuant to **Schedule "D"**; and
  - v. At no time can the amount of security be reduced to below the actual amount required to secure the completion of Public Services and the full payment of the required Development Charges.

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

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

e) Where there has been a default by the Owner with respect to any

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

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

Said Engineering Fee, intended to reimburse the City for the expenses incurred by it in processing the post-draft-plan-approval development of the subdivision, shall be in the amount of 4.5% of the estimated construction value of the Public Services created relative to the subdivision as laid out in **Schedule “D”** (exclusive of H.S.T.). Inter alia, the above mentioned fee includes all services provided by the City in relation to approval of the grading on individual Lots and Blocks created by the registered M-Plan for Phase 1. 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 1, 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:

| <b>2024</b> Residential Dwelling Unit Type       | Single- or Semi-Detached | Row or Multiple | Apartment : Two or More Bedrooms | Apartment: One Bedroom | Total |
|--|--------------------------|-----------------|----------------------------------|------------------------|-------|
| Number of Dwelling Units in Proposed Subdivision | 222                      | 48              |                                  |                        |       |
| Health and Social                                | \$0                      | \$0             |                                  |                        |       |
| Airport  | \$0                      | \$0             |                                  |                        |       |
| By-Law Enforcement                               | \$21                     | \$18            |                                  |                        |       |
| Parking  | \$0                      | \$0             |                                  |                        |       |
| Parks and Recreation                             | \$963                    | \$858           |                                  |                        |       |
| Library  | \$495                    | \$440           |                                  |                        |       |
| Administration Studies                           | \$526                    | \$469           |                                  |                        |       |
| Fire   | \$469                    | \$418           |                                  |                        |       |

|   |                       |                |             |  |  |  |
|---|-----------------------|----------------|-------------|--|--|--|
|   | Paramedic             | \$275          | \$246       |  |  |  |
|   | Police                | \$570          | \$508       |  |  |  |
|   | Transit               | \$350          | \$309       |  |  |  |
|   | Waste Diversion       | \$48           | \$43        |  |  |  |
|   | Roads and Related     | \$8,790        | \$7,819     |  |  |  |
|   | Water Treatment       | \$4,621        | \$4,112     |  |  |  |
|   | Water Distribution    | \$4,799        | \$4,269     |  |  |  |
|   | Wastewater Treatment  | \$5,895        | \$5,243     |  |  |  |
|   | Wastewater Collection | n/a            | n/a         |  |  |  |
|   |                       |                |             |  |  |  |
| 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. |                       | \$6,176,484.00 | \$1,188,096 |  |  |  |

**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** Steven Libfeld \_\_\_\_\_  
**Address:** Unit 1, 1815 ironstone Manor,  
Pickering ON L1W 3W9 \_\_\_\_\_  
**Phone:** \_\_\_\_ 905-839-3500 \_\_\_\_\_  
\_\_\_\_\_  
**Email:** \_\_\_\_ sl@mytribute.ca \_\_\_\_\_

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 1 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 1 of the Plan shall include the provisions contained in the following Sections of this Agreement, namely: 5, 23, 35, and Schedule 'G'.

## **12. HYDROGEOLOGICAL REPORT**

Pursuant to a Hydrogeological Assessment Report prepared for Tribute (Lindsay 1) Limited by WSP, dated March 7, 2022, an investigation was conducted to assess existing soil and groundwater conditions, which has included groundwater monitoring, water quality sampling, and hydraulic conductivity testing from a network of monitoring wells installed by Golder Associates in February 2021. A water balance of the Site was carried out, which has considered the impact to post-development recharge to groundwater from the proposed residential development. A preliminary dewatering assessment was also conducted to estimate pumping rates in order to identify the type of water handling permit required.

Results of the assessment show a 54.4% deficit in post-development infiltration without implementing mitigation measures to promote further infiltration. The assessment has considered implementing Low Impact Development (LID) measures, including additional topsoil placement, disconnecting downspouts on residential units to allow roof runoff to discharge onto lawns, and shallow infiltration trenches within community parks. Employing these measures has reduced the post-development infiltration deficit to 19.4%. Results of the dewatering assessment suggests that an EASR is likely the most appropriate permit required for short-term construction dewatering.

## **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 Highway 35. The construction access route must be clearly signed to the satisfaction of the City. The construction access route must be maintained in

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

**15. ZONING**

The Owner AGREES that the Lands shown on **Schedule "A"** hereto shall be governed by the provisions of File D05-2022-002 and Zoning By-Law 2023-108, as amended which provides the following zoning:

| LOT OR BLOCK                                     | ZONE      |
|--|-----------|
| Lots 1 to 54 incl., plus Lots 148 to 186 incl.   | R3-S24    |
| Lots 55 to 147 incl plus Blocks 187 to 194 incl. | RM1-S27   |
| Block 195  | OS and CF |
| Blocks 196 to 199 incl.                          | OS-S9     |

**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 1 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 1 shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish or debris on the said streets abutting. The Engineer shall prepare a written engineering condition assessment of all streets abutting the Lands to be developed to establish the condition of the streets prior to any construction. The condition assessment shall be submitted to the City for review. The City will confirm that the appraisal shall form the basis of subsequent reassessment of the condition of the street during or after the construction period. If an objection is filed by the Owner, an independent assessment by an engineer appointed upon mutual consent of the City and the Owner and at the sole cost of the Owner shall form the basis of comparison.
- b) That all topsoil relocated on the Lands, shown on **Schedule "A-1"** attached hereto, shall be stockpiled and vegetated, and as each building is completed, the topsoil so stockpiled shall be placed around the grounds of each building to minimum consolidated depth of 150mm and shall include all surfaces not covered by buildings, driveways or pavement.

c) That the Owner is solely responsible for ensuring that sufficient topsoil is available for all Lots and Blocks to comply with the requirements of this Agreement. If topsoil is required from offsite, the Owner is entirely responsible for compliance with the Excess Soil Guidelines of Ontario Regulation 406/19 to the Environmental Protection Act.

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 1 being provided to the Owner by the Director of Development Services.

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

#### **18. UTILITY COORDINATION**

The Owner AGREES to coordinate the design for the installation of utility plans within Phase 1 of the Plan and has produced a Composite Utility Plan (**Schedule "H"**) to the satisfaction of the City's Engineering and Corporate Assets Department and the necessary utility authorities prior to the issuance of any Building Permits within Phase 1. The Composite Utility Plan shall contain the plans required for the installation of primary and secondary electricity, telecommunication, street lighting, and/or gas services as available.

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

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

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

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

The City has required that all primary and secondary electrical services for

the Plan of Subdivision be designed and installed underground.

The Owner and/or Building Permit Holder AGREES to install underground electrical services and to the specifications of Hydro One Networks Inc. to install all secondary electrical services from the street to each individual residence within Phase 1 of the Plan.

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

## **20. TREE MANAGEMENT AND STREETScape PLAN**

The Owner COVENANTS AND AGREES to:

- a) design the subdivision street layout after having regard to the preservation of the maximum number of mature trees on the property;
- b) install trees within the rights of way of all streets to be dedicated to the City in accordance with the approved landscape plan;
- c) commit to best efforts to ensure all trees are planted within the landscape architect recommended planting season and to be planted prior to surface asphalt placement;
- d) provide security in an amount shown in **Schedule “D”** to the City to ensure compliance with the street tree planting requirements for this Agreement;
- e) plant trees having a minimum caliper of sixty millimeters (60mm);
- f) coordinate the approved landscape plan with the approved utility plan;
- g) maintain and post a copy of the Streetscape Plan in any home sales office/online for prospective home buyers to view.

## **21. WINTER MAINTENANCE AND WASTE COLLECTION**

- a) The Owner covenants and agrees to snowplow and sand all roads in the Plan until the 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 – N/A**

## **23. TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD AND PETEREBOROUGH, 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 1 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 1 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:
  - i. Except as provided in Sentence 2, a firebreak shall be a single house lot, a semi-detached house block, a townhouse block or a parcel(s) of land no less than 9.1 metres (30 feet) in width that is vacant of all structures and buildings.
  - ii. A firebreak may contain the following:
    - a. A completed foundation and first floor platform constructed under authority of a building permit, or
    - b. A building with a completed exposing building face including roofing, fascia, soffit, cladding, windows, doors and fire resistance rating, where required.
  - iii. A firebreak plan shall be submitted to the City of Kawartha Lakes for approval prior to the issuance of any building permits in the subdivision.
  - iv. A firebreak shall be maintained free of all construction material, ground cover, equipment and debris.
  - v. In the case of single house lots and semi-detached house blocks, a firebreak shall be provided not more than every:
    - a. 6th single house lot, and
    - b. 3rd semi-detached house block.
  - vi. Combinations of adjacent single house lots and semi-detached house blocks may be provided so as not to exceed 6 dwellings in a row without the occurrence of a firebreak.
  - vii. A firebreak shall be provided immediately adjacent to each end of a townhouse block.
  - viii. Requests to release approved fire break lots shall be in writing to the Chief Building Official.
  - ix. As construction proceeds, the developer may submit a revised firebreak plan to the Chief Building Official for review and approval. The Chief Building Official has no obligation to approve a revised firebreak plan.
  - x. At the Chief Building Official's discretion, all matters with respect to fire breaks, that are subject to the Chief Building Official's approval may also be referred to the Chief Fire Official.

- xi. Notwithstanding above, the City's Chief Fire Official and the Chief Building Official may amend these requirements or the firebreak plan to suit the site.
- c) The Owner further AGREES that street signs shall be erected that are painted and clearly legible as approved by the City, fastened securely to a post at least 2.1 metres above ground level at all street intersections and maintained until permanent signs are erected. These signs shall be erected upon completion of the road base and/or curbing.

**25. BELL CANADA, ROGERS, NEXICOM and COGECO REQUIREMENTS**

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

**26. ENBRIDGE GAS DISTRIBUTION REQUIREMENTS**

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

**27. ARCHAEOLOGICAL FINDS**

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

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

**28. STORMWATER MANAGEMENT**

- a) The Owner AGREES to implement the requirements incorporated in the Draft Plan Conditions attached as **Schedule "F"** and any reports submitted to Kawartha Region Conservation Authority and the City pertaining to:
  - i. pre and post development run-off flows and water balance calculations, and the intended means of conveying stormwater flow from each Lot, Block and the entire Phase 1 of the Plan;

- ii. the anticipated impact of the Plan on water quality, water balance, and phosphorus control, as it relates to the receiving water body;
- iii. the means by which the stormwater management design for the Plan mitigates impacts to the downstream fish and fish habitat once adequate protective measures have been taken;
- iv. the means whereby erosion and sedimentation and their effects will be minimized on the site during and after construction;
- v. the site soil conditions, including grain size distribution profiles;
- vi. a site grading plan.

b) The Owner AGREES to erect and maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to 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 and Drainage Plans as required under this Section.

**29. SEWER UPGRADES**

a) **UPGRADES TO EXISTING STORM SEWER**

**N/A**

b) **UPGRADES TO EXISTING SANITARY SEWER**

**N/A**

**30. OTHER UPGRADES**

The Owner AGREES to arrange for the conveyance and construction of that portion of St Joseph Road that intersects with Debois Street, beyond the limit of the plan of subdivision, as noted in Schedule B, subsection 9. All costs associated with the conveyance and construction shall be the responsibility of the Owner.

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

The Owner AGREES that Blocks 195 of Plan 57M-\_\_\_\_\_ are is to be dedicated to the City as parkland and that the development of the parkland is to the satisfaction of the Community Services Department of the City. The standards for the conveyance of the parkland are included in **Schedule “C”**, Section 11 of this Agreement.

The City and Owner agree that the provision of Block 195 satisfies, in part, compliance with the overall parkland requirements for the draft plan of subdivision 16T-22502. The balance of the parkland requirement shall be satisfied by the conveyance of the land to the City as registration of future phases is completed.

### 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 \_\_ Lands
- Schedule "B" – Land for Municipal Purposes (attached)
- Schedule "B-1" – Plan of Easements
- Schedule "C" – Specifications and Standards (attached)
- Schedule "D" – Summary of Estimated Costs (attached)
- Schedule "E" – Lot Grading Plan (on file with City)
- Schedule "F" – Conditions of Draft Plan Approval (attached)
- Schedule "G" – Special Warnings and Notices (attached)
- Schedule "H" – Composite Utility Plan (on file with the City)
- Schedule "I" - Letter of Undertaking (attached)

### 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 1 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 11) 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**

- a) Prior to final approval, the Blocks 110 and 111 allocated for road widening must be dedicated as public highway on the Owner's certification on the final plan. Blocks 110 and 111 shall include the 23m widening extending across the entire Highway 35 frontage. The draft plan depicting this block to must be submitted to MTO for review and approval prior to registration.
- b) Prior to final approval, the highway allowance across the entire Highway 35 frontage, identified as Blocks 110 and 111 on the Draft Plan of Subdivision drawing, shall be conveyed by deed to MTO free and clear of all encumbrances. This Ownership should be referenced as HIS MAJESTY THE KING in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario.
- c) Prior to final approval, the Owner shall submit to the Ministry of Transportation for their review and approval, a copy of stormwater management report covering the entire Draft Plan of Subdivision area. The report must satisfy MTO's stormwater management requirements and demonstrate no negative impact on the Highway 35 and/or the highway drainage system.
- d) Prior to final approval, the Owner shall submit to the Ministry of Transportation, for their review and approval, a transportation memorandum identifying whether interim improvements of Highway 35 is required in advance of ultimate improvements, including the construction of the Sylvester Drive and Highway 35 intersection, and, if interim improvements are required, present a plan for the construction of the identified improvements.
- e) Prior to final approval, the Owner shall enter into a legal agreement with the Ministry of Transportation whereby the Owner agrees to assume responsibility, financial or otherwise, for road improvements including intersections and highway. MTO does not contribute to development driven highway improvements and the proponent shall be responsible for all development driven improvements for all phases including five years beyond full built out. The Owner shall provide a letter of credit for 100% of the cost of the highway and/or intersection improvements forming part of the legal agreement.
- f) The Owner shall agree that no additional direct access onto Highway 35 will be permitted from the Tribute North Subdivision area.
- g) The Owner shall agree that all above and below ground structures, as well as stormwater management facilities shall have a minimum of 6m setback from the future Highway 35 right of way limit.

- h) The Owner shall agree that MTO will not issue a Building and Land Use Permit under the Public Transportation and Highway Improvement Act until all draft approval conditions are fulfilled to MTO's satisfaction.

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

*N/A.*

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

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

- a) Municipal Sewage Collection System (Sanitary): **141-W601**
- b) Stormwater Management System (including storm sewers): **141-S701**
- c) Drinking Water Works Permit: **141-220**

**39. OTHER APPROVING AGENCY**

*N/A.*

**40. SUBORDINATION**

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

**41. MISCELLANEOUS**

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

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

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

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

d) The parties agree and acknowledge that the City has the authority and jurisdiction to enter into, perform and enforce the provisions of the Agreement, including its Schedules.

e) It is hereby agreed and declared that where in this Agreement the context or required, words in the singular include the plural, words in the plural include the singular, and words importing the masculine gender include the feminine and

neutral gender.

#### **42. REGISTRATION OF AGREEMENT**

a) The Owner shall register, at its expense, this Agreement, including the Schedules hereto, upon the title to every Lot and Block of Phase 1 within ten (10) days of registration of Phase 1.

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

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

#### **43. SUCCESSOR OWNERS**

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

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

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

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

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

\_\_\_\_\_  
Douglas J.F. Elmslie, MAYOR

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
TRIBUTE (LINDSAY 1) LIMITED

\_\_\_\_\_  
Steven Libfeld

\_\_\_\_\_  
Date

Title:

*I have the authority to bind the Corporation.*



**SCHEDULE "A"**

**DESCRIPTION of the LAND**

**Subdivision File No.:** 16T-22502

**Name of Subdivision:** Lindsay Heights Phase 1

**Legal Description:**

All of Block 125, Registered Plan No. 633 and Part of Lots 23 and 24,  
Concession 4 Geographic Township of Ops.

## SCHEDULE "A-1"

### ENGINEERING DRAWINGS

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

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

All drawings below by Counterpoint Engineering Inc., dated May 31, 2024

|                               |  |
|-------------------------------|--|
| Drawing No. GN-01             | General Notes                              |
| Drawing No. GP-01 to GP-04:   | General Above and Underground Services     |
| Drawing No. GR-01 to GR-05:   | Grading Control Plan                       |
| Drawing No. STM-01:           | Storm Sewer Drainage Area Plan             |
| Drawing No. SAN-02__:         | Sanitary Sewer Drainage Area Plan          |
| Drawing No. DT-01 to DT-06:   | Details                                    |
| Drawing No. PP-01 to PP-02:   | Plan and Profile – Sylvester Drive         |
| Drawing No. PP-03 to PP-06:   | Plan and Profile – Street 'O'              |
| Drawing No. PP-07 to PP-08:   | Plan and Profile – Street 'N'              |
| Drawing No. PP-09 to PP-10:   | Plan and Profile – McKay Avenue            |
| Drawing No. ESC-01:           | Erosion and Sediment Control Plan          |
| Drawing No. ESC-02:           | Erosion and Sediment Control Details       |
| Drawing No. ST-1 to ST4:      | Landscape & Streetscape Plans              |
| Drawing No. CUP-01 to CUP-04: | Composite Utility Plan                     |
| Drawing No. SL-01:            | Signage and Pavement Marking Plan          |
| Drawing No. SWM-01:           | SWM Drainage Plan                          |
| Drawing No. PND-01 to PND-03: | Storm Water Management Plan Cross-Sections |
| Drawing No. ST-1 to ST4:      | Landscape & Streetscape Plan               |
| Drawing No. ST-5:             | Landscape Plan Details                     |
| Drawing No. SWM-1 to SWM-3:   | Storm Water Planting Plan and Details      |

## **SCHEDULE “A-2”**

### **DRAFT PLAN OF SUBDIVISION**

Subdivision File No.: 16T-22502

Name of Subdivision: Lindsay Heights

The Draft Plan consists of 55 Residential Blocks, permitting a maximum of 1,011 residential units, together with the following non-residential components:

1. Park Block(s);
2. Open Space Block(s);
3. Stormwater Management Facility Block(s);
4. Commercial Block(s);
5. Institutional Block(s);
6. Servicing Block(s);
7. Road Widening Block(s); and, an area comprising 15.76 ha designated for future roads to be constructed in 20.0 m and 26.0 m rights of way.

The Draft Plan, which was prepared by Biglieri Group, dated March 8, 2022, may be viewed at:

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

## SCHEDULE "A-3"

### DRAFT M-PLAN FOR PHASE 1

The Draft M-Plan comprises part of PIN 63204-0981 (LT), being Part of (*All of Block 125, Registered Plan 633 and Part of Lots 23 and 24, Concession 4, Geographic Township of Ops, City of Kawartha Lakes*).

The Draft M-Plan consists of 199 residential Lots and Blocks, which include residential and non-residential components, including as follows:

1. Residential lots 1 to 188
2. Residential Blocks 187 to 194, both inclusive;  
Debois Street; McKay Avenue; Sanderson Drive; and  
Sylvester Drive
3. Block 195 – Park Block
4. Block 196 – Storm Water Management Block
5. Block 197 – Storm Water Channel
6. Block 198 – Jennings Creek
7. Block 199 – Highway 35 Widening

The Draft M-Plan, which was prepared by Coe Fisher Cameron Land Surveyors, dated August 13, 2024, and bears reference number 21-17-191-09 may be viewed at:

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

## SCHEDULE "B"

### LAND FOR MUNICIPAL PURPOSES

#### 1. EASEMENTS FOR GENERAL MUNICIPAL PURPOSES

N/A

#### 2. EASEMENTS FOR UTILITY PURPOSES

N/A

#### 3. PUBLIC HIGHWAYS

The streets to be constructed in this development named, Debois Street McKay Avenue, Sanderson Drive and Sylvester Drive shall be conveyed and dedicated to the City of Kawartha Lakes for public highway purposes at no cost to the City and free of all liens and encumbrances.

#### 4. 0.3 METRE RESERVES

N/A

#### 5. STORMWATER MANAGEMENT FACILITIES

The Owner shall construct the stormwater management facility(ies) for the Plan of Subdivision on Block(s) 196 and 197 of Plan 57M- \_\_\_\_ and shall convey Blocks 196 and 197 each for construction and placement of a stormwater management pond and outlet channel.

#### 6. PARKLAND

The Owner shall convey Block 195 of Plan 57M- \_\_\_\_ to the City for parkland.

#### 7. LAND FOR WALKWAYS, MUNICIPAL SERVICING INFRASTRUCTURE

N/A

#### 8. OPEN SPACE BLOCKS

The Owner shall convey Block 198 of 57M \_\_\_\_ and Parts 1 and 2 of 57R-11184 to the City for the purpose of an Open Space Block

#### 9. OTHER LAND DEDICATIONS FOR GENERAL MUNICIPAL PURPOSES

The Owner shall arrange for the conveyance of Parts 2 to 11 inclusive of 57R- \_\_\_\_ being that portion of St Joseph Road at the intersection of Debois Street and St Joseph Road, for the construction of underground services and road works. Such conveyance to be completed no later than at time of subdivision registration.

**SCHEDULE "B-1"**

**PLAN OF EASEMENTS**

Page 1 of 2

## **SCHEDULE "C"**

### **SPECIFICATIONS AND STANDARDS**

#### **1. General**

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

#### **2. Roadways**

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

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

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

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

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

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

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

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

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

### **4. Watermains**

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

### **5. Sanitary Sewers**

- a) Sanitary sewers shall be designed in accordance with current design guidelines of the Ministry of the Environment, Conservation and Parks and the Engineering and Corporate Assets Department.
- b) Sanitary sewers of a size approved by the Director shall be installed on all streets and easements, etc., as required to adequately service the Plan and adjacent contributory areas. Sewers shall be installed complete with 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.
- c) Sanitary sewer pipe shall be a minimum nominal diameter of 200mm and shall be manufactured of one of the following materials:
  - i. Polyvinyl Chloride Pipe (PVC) in accordance with OPSS.MUNI 1841 and shall be PVC SDR 28 or 35.
  - ii. A.B.S. composite wall (Truss Pipe) as manufactured by Armco Canada Limited or an approved equal meeting the requirements A.S.T.M. designation D2680.
  - iii. Polyethylene Pipe in accordance with OPSS.MUNI 1842.



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

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

## **6. Storm Sewers**

Storm sewers, including 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 Ministry of the Environment, Conservation and Parks and 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 Granular “A” material compacted to 100% of material’s Standard Proctor Maximum Dry Density (SPMDD) in accordance with OPSD 802.010. Where conditions warrant, the bedding material plus surround to spring line of pipe shall be 19mm Type 1 Clear Stone.

## **7. Stormwater Management Facility**

The Owner AGREES to implement any and all of the works identified in the Stormwater Management Report that details methods to be used to ensure storm water quality controls in accordance with the Ministry of Environment ‘Stormwater Management Planning and Design Manual’ (2003), including all water balance, water quality control, water quantity control, sediment and erosion control, and phosphorus control to the satisfaction of the City and Kawartha Region Conservation Authority, Ministry of the Environment, Conservation and Parks, Ministry of Transportation, and Ministry of Northern Development, Mining, Natural Resources, and Forestry, 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 19mm internal diameter and shall be installed to the standards of the Ministry of the Environment’s *Design Guidelines for Drinking-Water Systems* to which the Certificate of Approval was subject. Service boxes shall be marked by 2 x 4 markers of a minimum length of 1.5m buried to 50% of their length beside said service boxes and have that portion remaining above ground painted fluorescent blue.

b) **Sanitary Sewer Service Connections:**

i. Material:

- Pipe: 100mm PVC SDR 28 pipe green in colour shall be used for sanitary sewer service connections unless otherwise specified on approved design drawings
- Service Connections: All service connections shall be made using an approved manufactured tee.
- Plugs: Metal, compression type or mechanical expansion type providing a leak-proof seal. Caps shall not be used without the prior written approval of the Director.

ii. Installation:

Sanitary sewer services shall be laid with a minimum fall of two (2) percent from property line to main sewer and shall be connected to the main sewer above the spring line by means of a manufactured, prefabricated tee and long sweeping bend. All sewer services shall be installed on a line perpendicular to the main sewer.

Sewer service pipe bedding shall consist of approved Granular “A” material compacted to 100% of material’s Standard Proctor Maximum Dry Density (SPMDD) in accordance with OPSD 802.010. All services shall be terminated with a collar and water-tight plug.

iii. General:

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

Such locations shall be listed against Lot numbers to which they apply. Connections at the main sewer shall be measured from the nearest downstream manhole and locations at the street

line from the nearest lot corner. All such horizontal measurements shall be to the nearest 100mm.

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

c) **Storm Sewer Service Connections:**

i. Material:

- Pipe: 150mm PVC SDR 28 pipe white in colour shall be used for storm sewer service connections unless otherwise specified on approved design drawings
- Service Connections: All service connections shall be made using an approved manufactured tee. For storm sewer mains larger than 450mm diameter an approved saddle may be used with written approval of the Director.
- Plugs: Metal, compression type or mechanical expansion type providing a leak-proof seal. Caps shall not be used without the prior written approval of the Director.
- Sump Pits and Pumps: Where gravity drainage is not practical, all dwellings constructed in the Plan of Subdivision shall be equipped with a sump pit with an automatic pump for foundation drainage as per Ontario Building Code 9.14.5.2. Shop drawings of the automatic sump pump including details of the sump pit complete with check valve and the location of the outlet shall be submitted to the City.

ii. Installation:

Storm sewer services shall be laid with a minimum fall of one (1) percent from property line to main sewer and shall be connected to the main sewer above the spring line by means of a manufactured tee and long bend. All sewer services shall be installed on a line perpendicular to the main sewer. Sewer service pipe bedding shall consist of approved Granular "A" material compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD) in accordance with OPSD 802.010.

. All services shall be terminated with a collar and water-tight plug.

The Parties AGREE that until a sump pit system has been installed in the basement of each dwelling in accordance with the approved shop drawings to the satisfaction of the City, the City will withhold the issuing of an Occupancy Permit for such dwelling so as to ensure that the building is protected from the potential harmful surcharging of the storm sewer system.

iii. General:

The Owner shall supply the Director, prior to the storm

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

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

#### **9. Street Lighting and Electrical Distribution**

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

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

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

#### **10. Pedestrian/Cycling Trail**

~~**Specifics related to the plan must be inserted by the Owner's Engineer. N/A**~~

#### **11. Parkland**

The Owner shall convey Block(s) 195 of Plan 57M-\_\_\_\_\_ to the City as parkland. The parkland will be conveyed by the Owner to the City in accordance with any approved specifications outlined in the engineering design drawings and the landscape plans for the subdivision (e.g. fenced, grassed, seeded, etc.).

The Owner shall complete the following as its base park development obligations:

- a) Provide a preliminary park design and facility fit drawing for review and approval by the City. Such drawing is to form the basis for preliminary grading and servicing layout.
- b) Remove existing chain link fence bisecting future park
- c) Install storm sewer stub to park lot line at size as required by City
- d) Install sanitary sewer stub to park lot line at size required by City
- e) Install watermain stub to park lot line at size required by City
- f) Install chain link fencing along rear and side lots lines of existing and proposed lots to park.
- g) Grade park to within 100 mm of proposed final grade
- h) Upon completion of preliminary grade, provide topsoil and seed in order to stabilize the park soils.
- i) Install any necessary storm services within the park that are required to accommodate any non-park drainage.

The City shall be responsible for any above-base park improvements.

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

**12. Buffering and Fencing Requirements**

Fencing shall be in accordance with the Street Tree and Fencing Plan and shall be completed as each phase is at final grade.

Chain link fencing shall be installed on Lots 2 to 55 inclusive, lot 134, lots 170 to 177 inclusive.

The Owner is to replace existing fencing with a 1.8 m wood privacy fence along the rear of properties known municipally as 258 St Joseph, 3 Sylvester, 5 Sylvester, 7 Sylvester, 9 Sylvester,

The Owner is to extend a chain link fence along the rear property line of 11 Sylvester.

**13. Walkway**

N/A

**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 22 of Schedule "C". It shall be the responsibility of the Owner to furnish the subsequent purchaser of each Lot and Block with the correct house number and street address.

## **16. Street Signs**

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

## **17. Driveway Entrances**

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

- Minimum of 150mm Granular "A" compacted to 100% of material's Standard Proctor Maximum Dry Density (SPMDD)
- Minimum of 50mm compacted depth of HL 3 or HL 3A Surface Hot Mix Asphalt

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

The location of any house or building on any Lot is set by the driveway

entrance location and width noted on Schedule "A-1" hereto

## **18. Boulevards**

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

There shall be no encroachment within the boulevards of any above ground or below ground private infrastructure.

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

## **19. Approved Engineering Drawings**

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

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

## **20. Construction Management Plan**

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

## **21. Camera Inspection of Sewers**

All sewers shall be video inspected in accordance with the requirements of OPSS.MUNI 409 by a qualified pipeline inspection company approved by the Director. The qualified pipeline inspection company's written report, including the photographs and/or videos shall be reviewed by the Owner's Engineer of Record for developing a proposed corrective action plan for all observed deficiencies with the sewer installation. The Engineer of Record shall submit a written report which shall identify each deficiency, the location of each deficiency, a photograph of each deficiency and recommended corrective measure for each deficiency to the Director for review and approval prior to commencement of the corrective measures. The Engineer of Record's written report shall be accompanied by the qualified pipeline inspection company's written report, including photographs and videos. All completed corrective measures shall be video inspected and approved by the Director prior to acceptance of the sewers by the City.

## 22. Addressing

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

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

| Lot No | Address No | Street Name   |
|--------|------------|---------------|
| LOT 1  | 2          | DEBOIS STREET |
| LOT 2  | 4          | DEBOIS STREET |
| LOT 3  | 6          | DEBOIS STREET |
| LOT 4  | 8          | DEBOIS STREET |
| LOT 5  | 10         | DEBOIS STREET |
| LOT 6  | 12         | DEBOIS STREET |
| LOT 7  | 14         | DEBOIS STREET |
| LOT 8  | 16         | DEBOIS STREET |
| LOT 9  | 18         | DEBOIS STREET |
| LOT 10 | 20         | DEBOIS STREET |
| LOT 11 | 22         | DEBOIS STREET |
| LOT 12 | 24         | DEBOIS STREET |
| LOT 13 | 26         | DEBOIS STREET |
| LOT 14 | 28         | DEBOIS STREET |
| LOT 15 | 30         | DEBOIS STREET |
| LOT 16 | 32         | DEBOIS STREET |
| LOT 17 | 34         | DEBOIS STREET |
| LOT 18 | 38         | DEBOIS STREET |
| LOT 19 | 40         | DEBOIS STREET |
| LOT 20 | 42         | DEBOIS STREET |
| LOT 21 | 46         | DEBOIS STREET |
| LOT 22 | 48         | DEBOIS STREET |
| LOT 23 | 50         | DEBOIS STREET |
| LOT 24 | 52         | DEBOIS STREET |
| LOT 25 | 54         | DEBOIS STREET |
| LOT 26 | 56         | DEBOIS STREET |
| LOT 27 | 60         | DEBOIS STREET |
| LOT 28 | 62         | DEBOIS STREET |
| LOT 29 | 64         | DEBOIS STREET |
| LOT 30 | 66         | DEBOIS STREET |
| LOT 31 | 68         | DEBOIS STREET |
| LOT 32 | 70         | DEBOIS STREET |
| LOT 33 | 74         | DEBOIS STREET |
| LOT 34 | 76         | DEBOIS STREET |
| LOT 35 | 78         | DEBOIS STREET |
| LOT 36 | 80         | DEBOIS STREET |
| LOT 37 | 86         | DEBOIS STREET |
| LOT 38 | 99         | DEBOIS STREET |
| LOT 39 | 97         | DEBOIS STREET |
| LOT 40 | 95         | DEBOIS STREET |
| LOT 41 | 93         | DEBOIS STREET |
| LOT 42 | 91         | DEBOIS STREET |
| LOT 43 | 89         | DEBOIS STREET |
| LOT 44 | 87         | DEBOIS STREET |
| LOT 45 | 85         | DEBOIS STREET |
| LOT 46 | 83         | DEBOIS STREET |
| LOT 47 | 81         | DEBOIS STREET |
| LOT 48 | 79         | DEBOIS STREET |
| LOT 49 | 77         | DEBOIS STREET |



|          |     |                 |
|----------|-----|-----------------|
| LOT 50   | 75  | DEBOIS STREET   |
| LOT 51   | 73  | DEBOIS STREET   |
| LOT 52   | 71  | DEBOIS STREET   |
| LOT 53   | 69  | DEBOIS STREET   |
| LOT 54   | 67  | DEBOIS STREET   |
| LOT 55   | 63  | DEBOIS STREET   |
| LOT 56   | 61  | DEBOIS STREET   |
| LOT 57   | 59  | DEBOIS STREET   |
| LOT 58   | 57  | DEBOIS STREET   |
| LOT 59   | 55  | DEBOIS STREET   |
| LOT 60   | 53  | DEBOIS STREET   |
| LOT 61   | 51  | DEBOIS STREET   |
| LOT 62   | 49  | DEBOIS STREET   |
| LOT 63   | 47  | DEBOIS STREET   |
| LOT 64   | 45  | DEBOIS STREET   |
| LOT 65   | 43  | DEBOIS STREET   |
| LOT 66   | 41  | DEBOIS STREET   |
| LOT 67   | 39  | DEBOIS STREET   |
| LOT 68   | 37  | DEBOIS STREET   |
| LOT 69   | 35  | DEBOIS STREET   |
| LOT 70   | 33  | DEBOIS STREET   |
| LOT 71   | 31  | DEBOIS STREET   |
| LOT 72   | 29  | DEBOIS STREET   |
| LOT 73   | 27  | DEBOIS STREET   |
| LOT 74   | 25  | DEBOIS STREET   |
| LOT 75   | 23  | DEBOIS STREET   |
| LOT 76 L | 157 | SANDERSON DRIVE |
| LOT 76 R | 159 | SANDERSON DRIVE |
| LOT 77 L | 153 | SANDERSON DRIVE |
| LOT 77 R | 155 | SANDERSON DRIVE |
| LOT 78 L | 149 | SANDERSON DRIVE |
| LOT 78 R | 151 | SANDERSON DRIVE |
| LOT 79   | 147 | SANDERSON DRIVE |
| LOT 80 L | 105 | SANDERSON DRIVE |
| LOT 80 R | 107 | SANDERSON DRIVE |
| LOT 81 L | 101 | SANDERSON DRIVE |
| LOT 81 R | 103 | SANDERSON DRIVE |
| LOT 82 L | 97  | SANDERSON DRIVE |
| LOT 82 R | 99  | SANDERSON DRIVE |
| LOT 83 L | 93  | SANDERSON DRIVE |
| LOT 83 R | 95  | SANDERSON DRIVE |
| LOT 84 L | 89  | SANDERSON DRIVE |
| LOT 84 R | 91  | SANDERSON DRIVE |
| LOT 85 L | 85  | SANDERSON DRIVE |
| LOT 85 R | 87  | SANDERSON DRIVE |
| LOT 86 L | 81  | SANDERSON DRIVE |
| LOT 86 R | 83  | SANDERSON DRIVE |
| LOT 87   | 79  | SANDERSON DRIVE |
| LOT 88   | 84  | SANDERSON DRIVE |
| LOT 89 L | 112 | SANDERSON DRIVE |
| LOT 89 R | 110 | SANDERSON DRIVE |
| LOT 90 L | 116 | SANDERSON DRIVE |
| LOT 90 R | 114 | SANDERSON DRIVE |
| LOT 91 L | 120 | SANDERSON DRIVE |
| LOT 91 R | 118 | SANDERSON DRIVE |
| LOT 92 L | 124 | SANDERSON DRIVE |
| LOT 92 R | 122 | SANDERSON DRIVE |
| LOT 93 L | 128 | SANDERSON DRIVE |
| LOT 93 R | 126 | SANDERSON DRIVE |
| LOT 94 L | 132 | SANDERSON DRIVE |
| LOT 94 R | 130 | SANDERSON DRIVE |
| LOT 95   | 134 | SANDERSON DRIVE |

|           |     |                 |
|-----------|-----|-----------------|
| LOT 96    | 136 | SANDERSON DRIVE |
| LOT 97    | 138 | SANDERSON DRIVE |
| LOT 98    | 140 | SANDERSON DRIVE |
| LOT 99    | 142 | SANDERSON DRIVE |
| LOT 100   | 144 | SANDERSON DRIVE |
| LOT 101   | 146 | SANDERSON DRIVE |
| LOT 102   | 148 | SANDERSON DRIVE |
| LOT 103   | 150 | SANDERSON DRIVE |
| LOT 104   | 152 | SANDERSON DRIVE |
| LOT 105   | 11  | DEBOIS STREET   |
| LOT 106   | 9   | DEBOIS STREET   |
| LOT 107   | 7   | DEBOIS STREET   |
| LOT 108   | 5   | DEBOIS STREET   |
| LOT 109   | 3   | DEBOIS STREET   |
| LOT 110   | 1   | DEBOIS STREET   |
| LOT 111   | 120 | MCKAY AVENUE    |
| LOT 112   | 122 | MCKAY AVENUE    |
| LOT 113   | 124 | MCKAY AVENUE    |
| LOT 114   | 126 | MCKAY AVENUE    |
| LOT 115   | 128 | MCKAY AVENUE    |
| LOT 116   | 130 | MCKAY AVENUE    |
| LOT 117   | 132 | MCKAY AVENUE    |
| LOT 118   | 134 | MCKAY AVENUE    |
| LOT 119   | 136 | MCKAY AVENUE    |
| LOT 120   | 138 | MCKAY AVENUE    |
| LOT 121   | 2   | SANDERSON DRIVE |
| LOT 122   | 4   | SANDERSON DRIVE |
| LOT 123 L | 8   | SANDERSON DRIVE |
| LOT 123 R | 6   | SANDERSON DRIVE |
| LOT 124 L | 12  | SANDERSON DRIVE |
| LOT 124 R | 10  | SANDERSON DRIVE |
| LOT 125 L | 16  | SANDERSON DRIVE |
| LOT 125 R | 14  | SANDERSON DRIVE |
| LOT 126 L | 20  | SANDERSON DRIVE |
| LOT 126 R | 18  | SANDERSON DRIVE |
| LOT 127 L | 24  | SANDERSON DRIVE |
| LOT 127 R | 22  | SANDERSON DRIVE |
| LOT 128 L | 28  | SANDERSON DRIVE |
| LOT 128 R | 26  | SANDERSON DRIVE |
| LOT 129 L | 32  | SANDERSON DRIVE |
| LOT 129 R | 30  | SANDERSON DRIVE |
| LOT 130 L | 36  | SANDERSON DRIVE |
| LOT 130 R | 34  | SANDERSON DRIVE |
| LOT 131 L | 40  | SANDERSON DRIVE |
| LOT 131 R | 38  | SANDERSON DRIVE |
| LOT 132 L | 44  | SANDERSON DRIVE |
| LOT 132 R | 42  | SANDERSON DRIVE |
| LOT 133   | 70  | SANDERSON DRIVE |
| LOT 134   | 75  | SANDERSON DRIVE |
| LOT 135 L | 71  | SANDERSON DRIVE |
| LOT 135 R | 73  | SANDERSON DRIVE |
| LOT 136 L | 67  | SANDERSON DRIVE |
| LOT 136 R | 69  | SANDERSON DRIVE |
| LOT 137 L | 63  | SANDERSON DRIVE |
| LOT 137 R | 65  | SANDERSON DRIVE |
| LOT 138 L | 59  | SANDERSON DRIVE |
| LOT 138 R | 61  | SANDERSON DRIVE |
| LOT 139 L | 31  | SANDERSON DRIVE |
| LOT 139 R | 33  | SANDERSON DRIVE |
| LOT 140 L | 27  | SANDERSON DRIVE |
| LOT 140 R | 29  | SANDERSON DRIVE |
| LOT 141 L | 23  | SANDERSON DRIVE |

|           |     |                 |
|-----------|-----|-----------------|
| LOT 141 R | 25  | SANDERSON DRIVE |
| LOT 142   | 21  | SANDERSON DRIVE |
| LOT 143   | 17  | SANDERSON DRIVE |
| LOT 144 L | 11  | SANDERSON DRIVE |
| LOT 144 R | 13  | SANDERSON DRIVE |
| LOT 145 L | 7   | SANDERSON DRIVE |
| LOT 145 R | 9   | SANDERSON DRIVE |
| LOT 146 L | 3   | SANDERSON DRIVE |
| LOT 146 R | 5   | SANDERSON DRIVE |
| LOT 147   | 1   | SANDERSON DRIVE |
| LOT 148   | 95  | SYLVESTER DRIVE |
| LOT 149   | 93  | SYLVESTER DRIVE |
| LOT 150   | 91  | SYLVESTER DRIVE |
| LOT 151   | 89  | SYLVESTER DRIVE |
| LOT 152   | 87  | SYLVESTER DRIVE |
| LOT 153   | 85  | SYLVESTER DRIVE |
| LOT 154   | 83  | SYLVESTER DRIVE |
| LOT 155   | 81  | SYLVESTER DRIVE |
| LOT 156   | 79  | SYLVESTER DRIVE |
| LOT 157   | 77  | SYLVESTER DRIVE |
| LOT 158   | 75  | SYLVESTER DRIVE |
| LOT 159   | 73  | SYLVESTER DRIVE |
| LOT 160   | 71  | SYLVESTER DRIVE |
| LOT 161   | 69  | SYLVESTER DRIVE |
| LOT 162   | 67  | SYLVESTER DRIVE |
| LOT 163   | 65  | SYLVESTER DRIVE |
| LOT 164   | 63  | SYLVESTER DRIVE |
| LOT 165   | 61  | SYLVESTER DRIVE |
| LOT 166   | 59  | SYLVESTER DRIVE |
| LOT 167   | 57  | SYLVESTER DRIVE |
| LOT 168   | 55  | SYLVESTER DRIVE |
| LOT 169   | 53  | SYLVESTER DRIVE |
| LOT 170   | 51  | SYLVESTER DRIVE |
| LOT 171   | 47  | SYLVESTER DRIVE |
| LOT 172   | 45  | SYLVESTER DRIVE |
| LOT 173   | 43  | SYLVESTER DRIVE |
| LOT 174   | 41  | SYLVESTER DRIVE |
| LOT 175   | 39  | SYLVESTER DRIVE |
| LOT 176   | 37  | SYLVESTER DRIVE |
| LOT 177   | 33  | SYLVESTER DRIVE |
| LOT 178   | 30  | SYLVESTER DRIVE |
| LOT 179   | 32  | SYLVESTER DRIVE |
| LOT 180   | 34  | SYLVESTER DRIVE |
| LOT 181   | 36  | SYLVESTER DRIVE |
| LOT 182   | 38  | SYLVESTER DRIVE |
| LOT 183   | 40  | SYLVESTER DRIVE |
| LOT 184   | 42  | SYLVESTER DRIVE |
| LOT 185   | 44  | SYLVESTER DRIVE |
| LOT 186   | 46  | SYLVESTER DRIVE |
| BLOCK 187 | 131 | SANDERSON DRIVE |
| BLOCK 187 | 129 | SANDERSON DRIVE |
| BLOCK 187 | 127 | SANDERSON DRIVE |
| BLOCK 187 | 125 | SANDERSON DRIVE |
| BLOCK 190 | 108 | SANDERSON DRIVE |
| BLOCK 190 | 106 | SANDERSON DRIVE |
| BLOCK 190 | 104 | SANDERSON DRIVE |
| BLOCK 190 | 102 | SANDERSON DRIVE |
| BLOCK 190 | 100 | SANDERSON DRIVE |
| BLOCK 190 | 98  | SANDERSON DRIVE |
| BLOCK 191 | 46  | SANDERSON DRIVE |
| BLOCK 191 | 48  | SANDERSON DRIVE |
| BLOCK 191 | 50  | SANDERSON DRIVE |

|              |                 |
|--------------|-----------------|
| BLOCK 191 52 | SANDERSON DRIVE |
| BLOCK 191 54 | SANDERSON DRIVE |
| BLOCK 191 56 | SANDERSON DRIVE |
| BLOCK 192 58 | SANDERSON DRIVE |
| BLOCK 192 60 | SANDERSON DRIVE |
| BLOCK 192 62 | SANDERSON DRIVE |
| BLOCK 192 64 | SANDERSON DRIVE |
| BLOCK 192 66 | SANDERSON DRIVE |
| BLOCK 192 68 | SANDERSON DRIVE |
| BLOCK 193 47 | SANDERSON DRIVE |
| BLOCK 193 49 | SANDERSON DRIVE |
| BLOCK 193 51 | SANDERSON DRIVE |
| BLOCK 193 53 | SANDERSON DRIVE |
| BLOCK 193 55 | SANDERSON DRIVE |
| BLOCK 194 35 | SANDERSON DRIVE |
| BLOCK 194 37 | SANDERSON DRIVE |
| BLOCK 194 39 | SANDERSON DRIVE |
| BLOCK 194 41 | SANDERSON DRIVE |
| BLOCK 194 43 | SANDERSON DRIVE |
| BLOCK 194 45 | SANDERSON DRIVE |
| BLOCK 195    | SANDERSON DRIVE |

**23. Requirement for Blasting**

*N/A*

**24. Dumping of Fill or Debris**

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

**25. Disposal of Construction Garbage**

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

**26. Qualitative and Quantitative Tests**

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

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

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

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

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

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

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

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

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

|  | Unit           | Price (\$)  | Quantity | Total Cost (\$) | Security % | Security Amount |
|--|----------------|-------------|----------|-----------------|------------|-----------------|
| <b>1 Site Preparation, Removals and Erosion Control</b>      |                |             |          |                 |            |                 |
| Insurance, Mobilization & Demobilization                     | LS             |             |          |                 |            |                 |
| Construct and maintain Concrete Wash Out Area.               | LS             | \$2,500.00  | 1        | \$2,500.00      | 50%        | \$1,250.00      |
| Temporary Street and Stop Signs, inc. Unassumed Street Signs | LS             |             |          |                 |            |                 |
| Light Duty Silt Fencing (219.110)                            | m              | \$12.00     | 600      | \$7,200.00      | 50%        | \$3,600.00      |
| Heavy Duty Silt Fencing (219.130)                            | m              | \$15.00     | 2545     | \$38,175.00     | 50%        | \$19,087.50     |
| Landscaping (other than boulevard trees)                     | LS             |             |          |                 |            |                 |
| Straw Bale Check Dams (219.180)                              | ea             | \$1,000.00  | 3        | \$3,000.00      | 50%        | \$1,500.00      |
| Earth Excavation   | m <sup>3</sup> |             |          |                 |            |                 |
| Construction of Mud Mat                                      | ea             | \$20,000.00 | 1        | \$20,000.00     | 50%        | \$10,000.00     |
| Construct and maintain Gravel Access Road                    | LS             | \$15,000.00 | 1        | \$15,000.00     | 50%        | \$7,500.00      |
| Construct and maintain Temporary Farm Access Road            | LS             | \$25,000.00 | 1        | \$25,000.00     | 50%        | \$12,500.00     |
| Removals   | LS             |             |          |                 |            |                 |
| Clear and Grub Work Area                                     | LS             | \$10,000.00 | 1        | \$10,000.00     | 50%        | \$5,000.00      |
| Topsoil Strip & Remove                                       | LS             |             |          |                 |            |                 |
| Re-Install Existing Street Signs                             | LS             |             |          |                 |            |                 |
| Traffic Control  | LS             |             |          |                 |            |                 |
| Site Dewatering  | LS             |             |          |                 |            |                 |
| Construct Temporary Cut Off Swales                           | m              | \$10.00     | 2425     | \$24,250.00     | 50%        | \$12,125.00     |
| Construct Temporary Check Dams                               | ea             | \$1,000.00  | 6        | \$6,000.00      | 50%        | \$3,000.00      |
| Supply and install Sediment Trap (219.220)                   | ea             | \$2,000.00  | 4        | \$8,000.00      | 50%        | \$4,000.00      |
| Siltation Ponds  | LS             | \$20,000.00 | 1        | \$20,000.00     | 50%        | \$10,000.00     |
| Supply and install Channel on the east side of Highway 35    | m              | \$50.00     | 565      | \$28,250.00     | 50%        | \$14,125.00     |
| Rock Excavation  | m <sup>3</sup> |             |          |                 |            |                 |
| Rock Blasting  | m <sup>3</sup> |             |          |                 |            |                 |
| External Road Sweeping / Maintenance                         | LS             | \$10,000.00 | 1        | \$10,000.00     | 50%        | \$5,000.00      |
| Catchbasin Filtration  | ea             |             |          |                 |            |                 |
| Tile Drain Decommissioning                                   | LS             | \$20,000.00 | 1        | \$20,000.00     | 50%        | \$10,000.00     |
| Dust Control   | LS             | \$15,000.00 | 1        | \$15,000.00     | 50%        | \$7,500.00      |
| Subtotal: Site Preparation, Removals and Erosion Control     |                |             |          | \$252,375.00    |            | \$126,187.50    |

**2 Storm**

STORM SEWER

MCKAY AVENUE

|                            |   |           |    |              |     |              |
|----------------------------|---|-----------|----|--------------|-----|--------------|
| MH07 - MH06 - 750mm Conc.  | m | \$ 610.00 | 85 | \$ 51,850.00 | 50% | \$ 25,925.00 |
| MH06 - MH05 - 975mm Conc.  | m | \$ 860.00 | 58 | \$ 49,880.00 | 50% | \$ 24,940.00 |
| MH05 - MH04 - 975mm Conc.  | m | \$ 860.00 | 37 | \$ 31,820.00 | 50% | \$ 15,910.00 |
| MH04 - MH03 - 1050mm Conc. | m | \$ 880.00 | 52 | \$ 45,760.00 | 50% | \$ 22,880.00 |
| MH03 - MH02 - 1050mm Conc. | m | \$ 880.00 | 36 | \$ 31,680.00 | 50% | \$ 15,840.00 |

|  |   |           |    |              |     |              |
|--|---|-----------|----|--------------|-----|--------------|
| MH02 - MH01 - 1050mm Conc.                               | m | \$ 880.00 | 23 | \$ 20,240.00 | 50% | \$ 10,120.00 |
| MH01 - HW01 - 1050mm Conc. <u>DEBOIS</u>                 | m | \$ 880.00 | 28 | \$ 24,640.00 | 50% | \$ 12,320.00 |
| <u>STREET (East)</u>                                     |   |           |    |              |     |              |
| MH18 - MH17 - 300mm PVC.                                 | m | \$ 280.00 | 24 | \$ 6,720.00  | 50% | \$ 3,360.00  |
| MH17 - MH16 - 375mm PVC.                                 | m | \$ 300.00 | 24 | \$ 7,200.00  | 50% | \$ 3,600.00  |
| MH16 - MH15 - 375mm PVC.                                 | m | \$ 300.00 | 32 | \$ 9,600.00  | 50% | \$ 4,800.00  |
| MH15 - MH14 - 450mm PVC.                                 | m | \$ 280.00 | 78 | \$ 21,840.00 | 50% | \$ 10,920.00 |
| MH13 - MH12 - 750mm Conc.                                | m | \$ 610.00 | 86 | \$ 52,460.00 | 50% | \$ 26,230.00 |
| MH14 - MH13 - 750mm Conc.                                | m | \$ 610.00 | 79 | \$ 48,190.00 | 50% | \$ 24,095.00 |
| MH12 - MH11 - 825mm Conc.                                | m | \$ 700.00 | 90 | \$ 63,000.00 | 50% | \$ 31,500.00 |
| MH11 - MH10 - 975mm Conc.                                | m | \$ 860.00 | 26 | \$ 22,360.00 |     | \$ 11,180.00 |
|  |   |           |    |              |     |              |
| MH10 - MH02 - 975mm Conc.                                | m | \$ 860.00 | 74 | \$ 63,640.00 | 50% | \$ 31,820.00 |
| <u>DEBOIS STREET (West)</u>                              |   |           |    |              |     |              |
| TEMP. DDICB1 - MH01 - 525mm Conc. <u>SANDERSON DRIVE</u> | m | \$ 310.00 | 17 | \$ 5,270.00  | 50% | \$ 2,635.00  |
| <u>(South)</u>   |   |           |    |              |     |              |
| MH26 - MH25 - 300mm PVC                                  | m | \$ 280.00 | 14 | \$ 3,920.00  | 50% | \$ 1,960.00  |
| MH25 - MH24 - 450mm PVC                                  | m | \$ 300.00 | 49 | \$ 14,700.00 | 50% | \$ 7,350.00  |
| MH24 - MH23 - 525mm Conc.                                | m | \$ 310.00 | 85 | \$ 26,350.00 | 50% | \$ 13,175.00 |
| MH23 - MH22 - 600mm Conc.                                | m | \$ 360.00 | 75 | \$ 27,000.00 | 50% | \$ 13,500.00 |
| MH22 - MH21 - 600mm Conc.                                | m | \$ 360.00 | 12 | \$ 4,320.00  | 50% | \$ 2,160.00  |
| MH21 - MH20 - 675mm Conc.                                | m | \$ 500.00 | 10 | \$ 5,000.00  | 50% | \$ 2,500.00  |
| MH20 - MH11 - 675mm Conc. <u>SANDERSON DRIVE</u>         | m | \$ 500.00 | 55 | \$ 27,500.00 | 50% | \$ 13,750.00 |
| <u>(North)</u>   |   |           |    |              |     |              |
| MH37 - MH36 - 300mm PVC                                  | m | \$ 280.00 | 9  | \$ 2,520.00  | 50% | \$ 1,260.00  |
| MH36 - MH35 - 375mm PVC                                  | m | \$ 300.00 | 21 | \$ 6,300.00  | 50% | \$ 3,150.00  |
| MH35 - MH34 - 375 mm PVC                                 | m | \$ 300.00 | 14 | \$ 4,200.00  | 50% | \$ 2,100.00  |
| MH34 - MH33 - 525mm Conc.                                | m | \$ 310.00 | 70 | \$ 21,700.00 | 50% | \$ 10,850.00 |
| MH33 - MH32 - 600mm Conc.                                | m | \$ 360.00 | 70 | \$ 25,200.00 | 50% | \$ 12,600.00 |
| MH32 - MH31 - 600mm Conc.                                | m | \$ 360.00 | 35 | \$ 12,600.00 | 50% | \$ 6,300.00  |
| MH31 - MH30 - 600mm Conc.                                | m | \$ 360.00 | 15 | \$ 5,400.00  | 50% | \$ 2,700.00  |
| MH30 - MH06 - 675mm Conc. <u>SYLVESTER DRIVE</u>         | m | \$ 500.00 | 71 | \$ 35,500.00 | 50% | \$ 17,750.00 |
| CBMH46 - MH45 - 300mm PVC                                | m | \$ 250.00 | 37 | \$ 9,250.00  | 50% | \$ 4,625.00  |
| MH45 - MH44 - 450mm CONC                                 | m | \$ 280.00 | 67 | \$ 18,760.00 | 50% | \$ 9,380.00  |
| MH44 - MH42 - 600mm Conc.                                | m | \$ 360.00 | 88 | \$ 31,680.00 | 50% | \$ 15,840.00 |
| MH42 - MH41 - 750mm Conc.                                | m | \$ 610.00 | 96 | \$ 58,560.00 | 50% | \$ 29,280.00 |
| MH41 - MH40 - 750mm Conc.                                | m | \$ 610.00 | 90 | \$ 54,900.00 | 50% | \$ 27,450.00 |
| MH40 - MH07 - 750mm Conc. <u>STREET M</u>                | m | \$ 610.00 | 19 | \$ 11,590.00 | 50% | \$ 5,795.00  |
| TEMP. DDICB60 - MH04 - 525mm Conc. <u>STREET I</u>       | m | \$ 310.00 | 20 | \$ 6,200.00  | 50% | \$ 3,100.00  |
| TEMP. DDICB80 - MH44 - 525mm Conc. <u>STREET L</u>       | m | \$ 310.00 | 17 | \$ 5,270.00  | 50% | \$ 2,635.00  |
| TEMP. DDICB70 - MH06 - 525mm Conc. <u>PARK BLOCK</u>     | m | \$ 310.00 | 20 | \$ 6,200.00  | 50% | \$ 3,100.00  |
| CBMH106 - CBMH105 - 300mm PVC                            | m | \$ 280.00 | 26 | \$ 7,280.00  | 50% | \$ 3,640.00  |
| CBMH105 - MH37 - 300mm PVC                               | m | \$ 280.00 | 25 | \$ 7,000.00  | 50% | \$ 3,500.00  |
| MH37 - MH36 - 300mm PVC                                  | m | \$ 280.00 | 9  | \$ 2,520.00  | 50% | \$ 1,260.00  |
| CBMH104 - CBMH03 - 300mm PVC                             | m | \$ 280.00 | 33 | \$ 9,240.00  | 50% | \$ 4,620.00  |
| CBMH103 - CBMH102 - 375mm PVC                            | m | \$ 300.00 | 57 | \$ 17,100.00 | 50% | \$ 8,550.00  |

|  |    |              |    |              |     |             |
|--|----|--------------|----|--------------|-----|-------------|
| CBMH102 - CBMH02 - 450mm CONC                | m  | \$ 280.00    | 39 | \$ 10,920.00 | 50% | \$ 5,460.00 |
| CBMH101 - CBMH100 - 375mm PVC                | m  | \$ 300.00    | 23 | \$ 6,900.00  | 50% | \$ 3,450.00 |
| CBMH100 - MH19 - 375mm PVC                   | m  | \$ 300.00    | 10 | \$ 3,000.00  | 50% | \$ 1,500.00 |
| CBMH03 - CBMH02 - 525mm CONC                 | m  | \$ 310.00    | 44 | \$ 13,640.00 | 50% | \$ 6,820.00 |
| CBMH02 - CBMH01 - 525mm CONC                 | m  | \$ 310.00    | 44 | \$ 13,640.00 | 50% | \$ 6,820.00 |
| CBMH01 - MH19 - 525mm CONC                   | m  | \$ 310.00    | 39 | \$ 12,090.00 | 50% | \$ 6,045.00 |
| MH19 - MH14 - 600mm CONC <u>FOREBAY 2</u>    | m  | \$ 360.00    | 44 | \$ 15,840.00 | 50% | \$ 7,920.00 |
| MH114 - HW02 - 975mm Conc. <u>POND</u>       | m  | \$ 860.00    | 21 | \$ 18,060.00 | 50% | \$ 9,030.00 |
| <u>OUTLET</u>                                |    |              |    |              |     |             |
| BOTTOM DRAW OUTLET - CONTROL MH3 - 250mm PVC | m  | \$ 250.00    | 22 | \$ 5,500.00  | 50% | \$ 2,750.00 |
| CONTROL MH3 - HW03 - 525mm Conc.             | m  | \$ 310.00    | 23 | \$ 7,130.00  | 50% | \$ 3,565.00 |
| <u>MANHOLE</u>                               |    |              |    |              |     |             |
| McKay Avenue                                 |    |              |    |              |     |             |
| HW01   | ea | \$ 12,500.00 | 1  | \$ 12,500.00 | 50% | \$ 6,250.00 |
| MH01 2400 mm diameter                        | ea | \$ 12,500.00 | 1  | \$ 12,500.00 |     | \$ 6,250.00 |
| MH02 2400 mm diameter                        | ea | \$ 12,500.00 | 1  | \$ 12,500.00 | 50% | \$ 6,250.00 |
| MH03 2400 mm diameter                        | ea | \$ 12,500.00 | 1  | \$ 12,500.00 | 50% | \$ 6,250.00 |
| MH04 2400 mm diameter                        | ea | \$ 12,500.00 | 1  | \$ 12,500.00 | 50% | \$ 6,250.00 |
| MH05 2400 mm diameter                        | ea | \$ 12,500.00 | 1  | \$ 12,500.00 | 50% | \$ 6,250.00 |
| MH06 2400 mm diameter                        | ea | \$ 12,500.00 | 1  | \$ 12,500.00 | 50% | \$ 6,250.00 |
| MH07 1800 mm diameter DEBOIS                 | ea | \$ 8,000.00  | 1  | \$ 8,000.00  | 50% | \$ 4,000.00 |
| <u>STREET</u>                                |    |              |    |              |     |             |
| MH10 2400 mm diameter                        | ea | \$ 12,500.00 | 1  | \$ 12,500.00 | 50% | \$ 6,250.00 |
| MH11 2400 mm diameter                        | ea | \$ 12,500.00 | 1  | \$ 12,500.00 | 50% | \$ 6,250.00 |
| MH12 1800 mm diameter                        | ea | \$ 8,000.00  | 1  | \$ 8,000.00  | 50% | \$ 4,000.00 |
| MH13 1800 mm diameter                        | ea | \$ 8,000.00  | 1  | \$ 8,000.00  | 50% | \$ 4,000.00 |
| MH14 1800 mm diameter                        | ea | \$ 8,000.00  | 1  | \$ 8,000.00  | 50% | \$ 4,000.00 |
| MH15 1200 mm diameter                        | ea | \$ 5,000.00  | 1  | \$ 5,000.00  | 50% | \$ 2,500.00 |
| MH16 1200 mm diameter                        | ea | \$ 5,000.00  | 1  | \$ 5,000.00  | 50% | \$ 2,500.00 |
| MH17 1200 mm diameter                        | ea | \$ 5,000.00  | 1  | \$ 5,000.00  | 50% | \$ 2,500.00 |
| MH18 1200 mm diameter                        | ea | \$ 5,000.00  | 1  | \$ 5,000.00  | 50% | \$ 2,500.00 |
| <u>SANDERSON DRIVE (South)</u>               |    |              |    |              |     |             |
| MH20 1800 mm diameter                        | ea | \$ 6,000.00  | 1  | \$ 6,000.00  | 50% | \$ 3,000.00 |
| MH21 1800 mm diameter                        | ea | \$ 6,000.00  | 1  | \$ 6,000.00  | 50% | \$ 3,000.00 |
| MH22 1500 mm diameter                        | ea | \$ 6,000.00  | 1  | \$ 6,000.00  | 50% | \$ 3,000.00 |
| MH23 1500 mm diameter                        | ea | \$ 6,000.00  | 1  | \$ 6,000.00  | 50% | \$ 3,000.00 |
| MH24 1500 mm diameter                        | ea | \$ 6,000.00  | 1  | \$ 6,000.00  | 50% | \$ 3,000.00 |
| MH25 1200 mm diameter                        | ea | \$ 5,000.00  | 1  | \$ 5,000.00  | 50% | \$ 2,500.00 |
| MH26 1200 mm diameter                        | ea | \$ 5,000.00  | 1  | \$ 5,000.00  | 50% | \$ 2,500.00 |
| <u>SANDERSON DRIVE (North)</u>               |    |              |    |              |     |             |
| MH30 1800 mm diameter                        | ea | \$ 8,000.00  | 1  | \$ 8,000.00  | 50% | \$ 4,000.00 |
| MH31 1500 mm diameter                        | ea | \$ 6,000.00  | 1  | \$ 6,000.00  | 50% | \$ 3,000.00 |
| MH32 1500 mm diameter                        | ea | \$ 6,000.00  | 1  | \$ 6,000.00  | 50% | \$ 3,000.00 |
| MH33 1500 mm diameter                        | ea | \$ 6,000.00  | 1  | \$ 6,000.00  | 50% | \$ 3,000.00 |
| MH34 1500 mm diameter                        | ea | \$ 6,000.00  | 1  | \$ 6,000.00  | 50% | \$ 3,000.00 |
| MH35 1200 mm diameter                        | ea | \$ 5,000.00  | 1  | \$ 5,000.00  | 50% | \$ 2,500.00 |
| MH36 1200 mm diameter                        | ea | \$ 5,000.00  | 1  | \$ 5,000.00  | 50% | \$ 2,500.00 |



|  |    |             |   |              |     |              |
|--|----|-------------|---|--------------|-----|--------------|
| MH37 1200 mm diameter Sylvester Drive  | ea | \$ 5,000.00 | 1 | \$ 5,000.00  | 50% | \$ 2,500.00  |
| MH40 1800 mm diameter  | ea | \$ 8,000.00 | 1 | \$ 8,000.00  | 50% | \$ 4,000.00  |
| MH41 1800 mm diameter  | ea | \$ 8,000.00 | 1 | \$ 8,000.00  | 50% | \$ 4,000.00  |
| MH42 1500 mm diameter  | ea | \$ 6,000.00 | 1 | \$ 6,000.00  | 50% | \$ 3,000.00  |
| MH44 1500 mm diameter  | ea | \$ 6,000.00 | 1 | \$ 6,000.00  | 50% | \$ 3,000.00  |
| MH45 1200 mm diameter Park Block   | ea | \$ 5,000.00 | 1 | \$ 5,000.00  | 50% | \$ 2,500.00  |
| MH19 1500 mm diameter  | ea | \$ 5,000.00 | 1 | \$ 5,000.00  | 50% | \$ 2,500.00  |
| CBMH01 1200 mm diameter  | ea | \$ 5,000.00 | 1 | \$ 5,000.00  | 50% | \$ 2,500.00  |
| CBMH02 1200 mm diameter  | ea | \$ 5,000.00 | 1 | \$ 5,000.00  | 50% | \$ 2,500.00  |
| CBMH03 1200 mm diameter  | ea | \$ 5,000.00 | 1 | \$ 5,000.00  | 50% | \$ 2,500.00  |
| CBMH100 1200 mm diameter   | ea | \$ 5,000.00 | 1 | \$ 5,000.00  | 50% | \$ 2,500.00  |
| CBMH101 1200 mm diameter   | ea | \$ 5,000.00 | 1 | \$ 5,000.00  | 50% | \$ 2,500.00  |
| CBMH102 1200 mm diameter   | ea | \$ 5,000.00 | 1 | \$ 5,000.00  | 50% | \$ 2,500.00  |
| CBMH103 1200 mm diameter   | ea | \$ 5,000.00 | 1 | \$ 5,000.00  | 50% | \$ 2,500.00  |
| CBMH104 1200 mm diameter   | ea | \$ 5,000.00 | 1 | \$ 5,000.00  | 50% | \$ 2,500.00  |
| CBMH105 1200 mm diameter   | ea | \$ 5,000.00 | 1 | \$ 5,000.00  | 50% | \$ 2,500.00  |
| CBMH106 1200 mm diameter   | ea | \$ 5,000.00 | 1 | \$ 5,000.00  | 50% | \$ 2,500.00  |
| MH37 1200 mm diameter <u>CATCHBASINS</u>   | ea | \$ 5,000.00 | 1 | \$ 5,000.00  | 50% | \$ 2,500.00  |
| PARK BLOCK - 600mm ø Catch Basin c/w Frame & Grate (OPSD:705.010/400.020) and Lead | ea | \$ 4,000.00 | 8 | \$ 32,000.00 |     |              |
|  |    |             |   |              |     | \$ 16,000.00 |

Lindsay Heights - Phase 1  
Pre-Servicing Cost Estimate

|   | Unit | Price (\$)    | Quantity | Total Cost (\$) | Security % | Security Amount |
|---|------|---------------|----------|-----------------|------------|-----------------|
| 1200mmø Catchbasin Manhole  |      |               |          |                 |            |                 |
| CBMH46 - Sylvester  | ea   | \$ 5,000.00   | 1        | \$ 5,000.00     | 50%        | \$ 2,500.00     |
| 1200mm ø Double Catchbasin Manhole (DCBMH02 - McKay Ave)                                    | ea   | \$ 6,000.00   | 1        | \$ 6,000.00     | 50%        | \$ 3,000.00     |
| 600mm ø Catch Basin c/w Frame & Grate (OPSD:705.010/400.020) and Lead                       | ea   | \$ 3,200.00   | 54       | \$ 172,800.00   | 50%        | \$ 86,400.00    |
| Double Catch Basin and Lead (DCB01 - McKay Ave)   | ea   | \$ 4,200.00   | 1        | \$ 4,200.00     | 50%        | \$ 2,100.00     |
| 600 x 1200mm ø Double Ditch Inlet Catch Basin c/w Frame & Grate (OPSD:705.040/403.010)      | ea   | \$ 5,000.00   | 4        | \$ 20,000.00    | 50%        | \$ 10,000.00    |
| Rear Yard Catch Basin as per City standards and   |      |               |          |                 |            |                 |
| OPSD 705.010 including 300mm PVC lead and concrete encasement for full length of pipe lead. | ea   | \$ 6,000.00   | 22       | \$ 132,000.00   | 50%        | \$ 66,000.00    |
| 150mm ø Storm Service Lateral   | ea   | \$ 1,000.00   | 270      | \$ 270,000.00   | 50%        | \$ 135,000.00   |
| Rear Yard LIDs  | ea   | \$ 700.00     | 103      | \$ 72,100.00    | 50%        | \$ 36,050.00    |
| Clean, Flush and Video Inspection of Storm Sewers   | m    | \$ 8.00       | 2367     | \$ 18,936.00    | 50%        | \$ 9,468.00     |
| Operation and Maintenance of Stormwater Management Facilities for MECP ECA Compliance       | LS   | \$ 40,000.00  | 1        | \$ 40,000.00    | 50%        | \$ 20,000.00    |
| Stormwater Management Pond  | LS   | \$ 350,000.00 | 1        | \$ 350,000.00   | 50%        | \$ 175,000.00   |
| Stormwater Management Planting Plan   | LS   | \$ 50,000.00  | 1        | \$ 50,000.00    | 50%        | \$ 25,000.00    |
| SWM Pond Cleanout: Pre-Assumption   | LS   | \$ 100,000.00 | 1        | \$ 100,000.00   | 50%        | \$ 50,000.00    |
| OGS Cleanout: Pre-Assumption  | LS   |               | n/a      |                 |            |                 |
| Subtotal: Storm   |      |               |          | \$ 2,748,166.00 |            | \$ 1,374,083.00 |

Lindsay Heights - Phase 1  
Pre-Servicing Cost Estimate

|   | Unit | Price (\$) | Quantity | Total Cost (\$) | Security % | Security Amount |
|---|------|------------|----------|-----------------|------------|-----------------|
| 3   |      |            |          |                 |            |                 |
| Sanitary  |      |            |          |                 |            |                 |
| Sanitary sewer                                    |      |            |          |                 |            |                 |
| <u>MCKAY AVENUE</u>                               |      |            |          |                 |            |                 |
| MH 1A - MH2A - 375mmPVC                           | m    | \$500.00   | 68       | \$34,000.00     | 50%        | \$17,000.00     |
| MH 3A - MH 2A - 375mmPVC                          | m    | \$500.00   | 32       | \$16,000.00     | 50%        | \$8,000.00      |
| MH 4A - MH 3A - 375mmPVC                          | m    | \$500.00   | 55       | \$27,500.00     | 50%        | \$13,750.00     |
| MH 5A - MH 4A - 375mmPVC                          | m    | \$500.00   | 95       | \$47,500.00     | 50%        | \$23,750.00     |
| MH 6A - MH 5A - 375mmPVC                          | m    | \$500.00   | 89       | \$44,500.00     | 50%        | \$22,250.00     |
| MH 7A - MH 6A - 300mmPVC <u>DEBOIS</u>            | m    | \$400.00   | 83       | \$33,200.00     | 50%        | \$16,600.00     |
| <u>STREET (East)</u>                              |      |            |          |                 |            |                 |
| MH 10A - MH 2A - 200mmPVC                         | m    | \$230.00   | 68       | \$15,640.00     | 50%        | \$7,820.00      |
| MH 11A - MH 10A - 200mmPVC                        | m    | \$230.00   | 23       | \$5,290.00      | 50%        | \$2,645.00      |
| MH 12A - MH 11A - 200mmPVC                        | m    | \$230.00   | 74       | \$17,020.00     | 50%        | \$8,510.00      |
| MH 13A - MH 12A - 200mmPVC                        | m    | \$230.00   | 89       | \$20,470.00     | 50%        | \$10,235.00     |
| MH 14A - MH 13A - 200mmPVC                        | m    | \$230.00   | 89       | \$20,470.00     | 50%        | \$10,235.00     |
| MH 15A - MH 14A - 200mmPVC                        | m    | \$230.00   | 88       | \$20,240.00     | 50%        | \$10,120.00     |
| MH 16A - MH 15A - 200mmPVC                        | m    | \$230.00   | 34       | \$7,820.00      | 50%        | \$3,910.00      |
| MH 17A - MH 16A - 200mmPVC                        | m    | \$230.00   | 25       | \$5,750.00      | 50%        | \$2,875.00      |
| MH 18A - MH 17A - 200mmPVC <u>DEBOIS</u>          | m    | \$230.00   | 21       | \$4,830.00      | 50%        | \$2,415.00      |
| <u>STREET (West)</u>                              |      |            |          |                 |            |                 |
| PLUG 1A - MH 2A - 200mmPVC <u>SANDERSON DRIVE</u> | m    | \$230.00   | 26       | \$5,980.00      | 50%        | \$2,990.00      |
| <u>(South)</u>                                    |      |            |          |                 |            |                 |
| MH 20A - MH 11A - 200mmPVC                        | m    | \$230.00   | 53       | \$12,190.00     | 50%        | \$6,095.00      |
| MH 21A - MH 20A - 200mmPVC                        | m    | \$230.00   | 21       | \$4,830.00      | 50%        | \$2,415.00      |
| MH 22A - MH 21A - 200mmPVC                        | m    | \$230.00   | 12       | \$2,760.00      | 50%        | \$1,380.00      |
| MH 23A - MH 22A - 200mmPVC                        | m    | \$230.00   | 47       | \$10,810.00     | 50%        | \$5,405.00      |
| MH 24A - MH 23A - 200mmPVC                        | m    | \$230.00   | 83       | \$19,090.00     | 50%        | \$9,545.00      |
| MH 25A - MH 24A - 200mmPVC                        | m    | \$230.00   | 77       | \$17,710.00     | 50%        | \$8,855.00      |
| MH 26A - MH 25A - 200mmPVC <u>SANDERSON DRIVE</u> | m    | \$230.00   | 14       | \$3,220.00      | 50%        | \$1,610.00      |
| <u>(North)</u>                                    |      |            |          |                 |            |                 |

Lindsay Heights - Phase 1  
Pre-Servicing Cost Estimate

|   | Unit | Price (\$)  | Quantity | Total Cost (\$) | Security % | Security Amount |
|---|------|-------------|----------|-----------------|------------|-----------------|
| MH 30A - MH 5A - 200mmPVC                         | m    | \$230.00    | 81       | \$18,630.00     | 50%        | \$9,315.00      |
| MH 31A - MH 30A - 200mmPVC                        | m    | \$230.00    | 47       | \$10,810.00     | 50%        | \$5,405.00      |
| MH 32A - MH 31A - 200mmPVC                        | m    | \$230.00    | 73       | \$16,790.00     | 50%        | \$8,395.00      |
| MH 33A - MH 32A - 200mmPVC                        | m    | \$230.00    | 70       | \$16,100.00     | 50%        | \$8,050.00      |
| MH 34A - MH 33A - 200mmPVC <u>SYLVESTER DRIVE</u> | m    | \$230.00    | 24       | \$5,520.00      | 50%        | \$2,760.00      |
| MH 41A - MH 6A - 200mmPVC                         | m    | \$230.00    | 100      | \$23,000.00     | 50%        | \$11,500.00     |
| MH 42A - MH 41A - 200mmPVC                        | m    | \$230.00    | 98       | \$22,540.00     | 50%        | \$11,270.00     |
| MH 43A - MH 42A - 200mmPVC                        | m    | \$230.00    | 90       | \$20,700.00     | 50%        | \$10,350.00     |
| MH 44A - MH 43A - 200mmPVC                        |      | \$230.00    | 62       | \$14,260.00     | 50%        | \$7,130.00      |
| MH 45A - MH 44A - 200mmPVC <u>SYLVESTER DRIVE</u> | m    | \$230.00    | 35       | \$8,050.00      | 50%        | \$4,025.00      |
| <u>(WEST)</u>                                     |      |             |          |                 |            |                 |
| MH 46A - MH 6A - 200mmPVC <u>Street M</u>         | m    | \$230.00    | 26       | \$5,980.00      | 50%        | \$2,990.00      |
| PLUG 2A - MH 4A - 200mmPVC                        | m    | \$230.00    | 26       | \$5,980.00      | 50%        | \$2,990.00      |
| <u>Street L</u>                                   |      |             |          |                 |            |                 |
| PLUG 3A - MH 5A - 200mmPVC                        | m    | \$230.00    | 26       | \$5,980.00      | 50%        | \$2,990.00      |
| <u>Street I</u>                                   |      |             |          |                 |            |                 |
| PLUG 4A - MH 43A - 200mmPVC <u>Park</u>           | m    | \$230.00    | 23       | \$5,290.00      | 50%        | \$2,645.00      |
| MH 35A - MH 34A - 200mmPVC <u>ST</u>              | m    | \$230.00    | 5        | \$1,150.00      | 50%        | \$575.00        |
| <u>JOSEPH ROAD</u>                                |      |             |          |                 |            |                 |
| Plug - Ex.MH08321 372                             | m    | \$230.00    | 18       | \$4,140.00      | 100%       | \$4,140.00      |
| <u>Sanitary structure</u>                         |      |             |          |                 |            |                 |
| <u>McKay Avenue</u>                               |      |             |          |                 |            |                 |
| MH 1A - 1200mm diameter                           | ea   | \$15,000.00 | 1        | \$15,000.00     | 100%       | \$15,000.00     |
| MH 2A - 1200mm diameter                           | ea   | \$15,000.00 | 1        | \$15,000.00     | 50%        | \$7,500.00      |
| MH 3A - 1200mm diameter                           | ea   | \$15,000.00 | 1        | \$15,000.00     | 50%        | \$7,500.00      |
| MH 4A - 1200mm diameter                           | ea   | \$15,000.00 | 1        | \$15,000.00     | 50%        | \$7,500.00      |
| MH 5A - 1200mm diameter                           | ea   | \$15,000.00 | 1        | \$15,000.00     | 50%        | \$7,500.00      |
| MH 6A - 1200mm diameter                           | ea   | \$15,000.00 | 1        | \$15,000.00     | 50%        | \$7,500.00      |

Lindsay Heights - Phase 1  
Pre-Servicing Cost Estimate

|   | Unit | Price (\$) | Quantity | Total Cost (\$) | Security % | Security Amount |
|---|------|------------|----------|-----------------|------------|-----------------|
| <u>DEBOIS STREET (East)</u>                     |      |            |          |                 |            |                 |
| MH 10A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 11A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 12A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 13A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 14A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 15A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 16A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 17A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 18A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| <u>SANDERSON DRIVE (South)</u>                  |      |            |          |                 |            |                 |
| MH 20A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 21A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 22A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 23A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 24A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 25A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 26A - 1200mm diameter <u>SANDERSON</u>       | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| <u>DRIVE (North)</u>                            |      |            |          |                 |            |                 |
| MH 30A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 31A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 32A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 33A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 34A - 1200mm diameter <u>SYLVESTER DRIVE</u> | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 41A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 42A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 43A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 44A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| MH 45A - 1200mm diameter                        | ea   | \$6,000.00 | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| <u>PARK</u>                                     |      |            |          |                 |            |                 |

Lindsay Heights - Phase 1  
Pre-Servicing Cost Estimate

|  | Unit | Price (\$)  | Quantity | Total Cost (\$) | Security % | Security Amount |
|--|------|-------------|----------|-----------------|------------|-----------------|
| MH 35A - 1200mm diameter   | ea   | \$6,000.00  | 1        | \$6,000.00      | 50%        | \$3,000.00      |
| Manhole Drop Structure (OPSD 1003.020)   | ea   | \$2,000.00  | 6        | \$12,000.00     | 50%        | \$6,000.00      |
| Manhole Drop Structure (OPSD 1003.020) - St Joseph Road                                      | ea   | \$2,000.00  | 1        | \$2,000.00      | 100%       | \$2,000.00      |
| 100mm ø Sanitary Service lateral   | ea   | \$1,400.00  | 270      | \$378,000.00    | 50%        | \$189,000.00    |
| Clean, Flush and Video Inspection of Sewer   | m    | \$8.00      | 2052     | \$16,416.00     | 50%        | \$8,208.00      |
| Sanitary Testing - Deflection , Low Pressure Air Testing                                     | LS   | \$12,000.00 | 1        | \$12,000.00     | 50%        | \$6,000.00      |
| Connection to Existing Pipe (Including Restoration)  | ea   | \$10,000.00 | 2        | \$20,000.00     | 100%       | \$20,000.00     |
| Relocate Ex. Sanitary chamber Vent at St. Joseph Rd, and replace chamber cap and access lid. | ea   | \$10,000.00 | 1        | \$10,000.00     | 100%       | \$10,000.00     |
| Subtotal: Sanitary   |      |             |          | \$1,284,156.00  |            | \$667,648.00    |
| 4 Watermain and Appurtenances  |      |             |          |                 |            |                 |

STREET I

|   |   |           |     |               |     |             |
|---|---|-----------|-----|---------------|-----|-------------|
| 200 mm P.V.C. watermain SYLVESTER DRIVE | m | \$ 240.00 | 14  | \$ 3,360.00   | 50% | \$1,680.00  |
| 200 mm P.V.C. watermain DEBOIS          | m | \$ 240.00 | 524 | \$ 125,760.00 | 50% | \$62,880.00 |

STREET

|   |   |           |     |               |     |             |
|---|---|-----------|-----|---------------|-----|-------------|
| 200 mm P.V.C. watermain SANDERSON DRIVE | m | \$ 240.00 | 533 | \$ 127,920.00 | 50% | \$63,960.00 |
| 200 mm P.V.C. watermain MCKAY           | m | \$ 240.00 | 691 | \$ 165,840.00 | 50% | \$82,920.00 |

AVENUE

|                                       |   |           |     |               |      |             |
|---------------------------------------|---|-----------|-----|---------------|------|-------------|
| 300 mm P.V.C. watermain               | m | \$ 390.00 | 372 | \$ 145,080.00 | 50%  | \$72,540.00 |
| 300 mm P.V.C. watermain (external) ST | m | \$ 390.00 | 16  | \$ 6,240.00   | 100% | \$6,240.00  |

JOESPH AVENUE

|   |    |             |     |              |      |              |
|---|----|-------------|-----|--------------|------|--------------|
| 400 mm P.V.C. watermain                             | m  | \$ 450.00   | 29  | \$ 13,050.00 | 100% | \$13,050.00  |
| 200 mm Valve Box                                    | ea | \$2,500.00  | 24  | \$60,000.00  | 50%  | \$30,000.00  |
| 300 mm Valve Box                                    | ea | \$5,000.00  | 8   | \$40,000.00  | 50%  | \$20,000.00  |
| 400 mm Valve Box                                    | ea | \$7,500.00  | 2   | \$15,000.00  | 100% | \$15,000.00  |
| Hydrant Set, Valve and Tee                          | ea | \$8,000.00  | 16  | \$128,000.00 | 50%  | \$64,000.00  |
| 19 mm Water Service                                 | ea | \$1,100.00  | 270 | \$297,000.00 | 50%  | \$148,500.00 |
| Connection to Existing Pipe (Including Restoration) | LS | \$5,000.00  | 3   | \$15,000.00  | 100% | \$15,000.00  |
| Tracer Wire Continuity Test                         | LS | \$10,000.00 | 1   | \$10,000.00  | 50%  | \$5,000.00   |

Lindsay Heights - Phase 1  
Pre-Servicing Cost Estimate

|                                       | Unit | Price (\$)  | Quantity | Total Cost (\$) | Security % | Security Amount |
|---------------------------------------|------|-------------|----------|-----------------|------------|-----------------|
| Watermain Commissioning               | LS   | \$15,000.00 | 1        | \$15,000.00     | 50%        | \$7,500.00      |
| Subtotal: Watermain and Appurtenances |      |             |          | \$1,167,250.00  |            | \$608,270.00    |

|  | Unit  | Price (\$)   | Quantity | Total Cost (\$)       | Security % | Security Amount       |
|--|-------|--------------|----------|-----------------------|------------|-----------------------|
| <b>5 Road</b>  |       |              |          |                       |            |                       |
| Temporary Street and Stop Signs  | LS    | \$8,000.00   | 1        | \$8,000.00            | 50%        | \$4,000.00            |
| Unassumed Road Signs   | LS    | \$1,200.00   | 1        | \$1,200.00            | 50%        | \$600.00              |
| Granular 'B' 300mm Depth   | m2    | \$15.00      | 10,200   | \$153,000.00          | 50%        | \$76,500.00           |
| Granular 'B' 450mm Depth   | m2    | \$22.50      | 8,280    | \$186,300.00          | 50%        | \$93,150.00           |
| Granular 'A' 150mm Depth   | m2    | \$8.50       | 18,480   | \$157,080.00          | 50%        | \$78,540.00           |
| HL8 Asphalt Binder Course 50mm Depth   | m2    | \$14.00      | 10,200   | \$142,800.00          | 50%        | \$71,400.00           |
| HL8 Asphalt Binder Course 90mm Depth   | m2    | \$25.00      | 8,280    | \$207,000.00          | 50%        | \$103,500.00          |
| Storm 150 mm Dia Subdrain Road (OPSD 216.021)                                      | m     | \$20.00      | 4,155    | \$83,100.00           | 50%        | \$41,550.00           |
| Base Curb (600.010)  | m     | \$60.00      | 4,155    | \$249,300.00          | 50%        | \$124,650.00          |
| Dead End Barrier and Signage   | ea    | \$1,500.00   | 6        | \$9,000.00            | 50%        | \$4,500.00            |
| Electrical Light Standards (Including: cable, conduit, and light standards)        | ea    | \$10,000.00  | 61       | \$610,000.00          | 50%        | \$305,000.00          |
| Road Maintenance - On and Off Site Street Cleaning, inc. weekly through the summer | LS    | \$ 25,000.00 | 1        | \$25,000.00           | 50%        | \$12,500.00           |
| <u>St Joseph Road</u>  |       |              |          |                       |            |                       |
| Cul-de-Sac Removal   | allow | \$ 3,500.00  | 1        | \$ 3,500.00           | 100%       | \$3,500.00            |
| Granular 'B' 450mm Depth   | m2    | \$37.50      | 920      | \$34,500.00           | 100%       | \$34,500.00           |
| St. Joseph - Granular 'A' 150mm Depth  | m2    | \$8.50       | 920      | \$7,820.00            | 100%       | \$7,820.00            |
| HL8 Asphalt Binder Course 90mm Depth   | m2    | \$25.00      | 920      | \$23,000.00           | 100%       | \$23,000.00           |
| Storm 150 mm Dia Subdrain Road (OPSD 216.021)                                      | m     | \$20.00      | 130      | \$2,600.00            | 100%       | \$2,600.00            |
| Base Curb (600.010)  | m     | \$60.00      | 130      | \$7,800.00            | 100%       | \$7,800.00            |
| Subtotal: Road   |       |              |          | \$1,911,000.00        |            | \$995,110.00          |
| <b>6 Legal Fees</b>  |       |              |          |                       |            |                       |
| Miscellaneous Legal Fees (associated with review and registration)                 | LS    | \$6,000.00   | 1        | \$6,000.00            | 50%        | \$3,000.00            |
| Subtotal: Legal Fees   |       |              |          | \$6,000.00            |            | \$3,000.00            |
| <b>Subtotal (Items 1.0 - 6.0)</b>  |       |              |          | <b>\$7,368,947.00</b> |            | <b>\$3,774,298.50</b> |
| <b>7 Engineering and Contingency</b>   |       |              |          |                       |            |                       |
| 10% Contingency  |       |              |          |                       |            | \$377,429.85          |
| 7% Engineering   |       |              |          |                       |            | \$264,200.90          |
| <b>*Subtotal</b>   |       |              |          |                       |            | <b>\$4,415,929.25</b> |
| H.S.T - 13%  |       |              |          |                       |            | \$574,070.80          |



City Rebate - 11.24%

\$496,350.45

HST to be Paid

\$77,720.35

Total Construction Costs

\$4,493,649.60

Security

\$4,493,649.60

Security

Security

Unit Price (\$) Quantity Total Cost (\$)

%Amoun

t

Security inclusive of H.S.T.

8 Security Required

\$4,493,649.60

Less Security Posted at Pre-Servicing

-\$147,236.54

Balance of Security Required at Registration

\$4,346,413.06

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



Name of Engineer

Partner

Title

July 8, 2024

Date

**SUMMARY OF ESTIMATED COSTS (continued)**

In accordance with Section 9. - Financial Arrangements, the Owner shall pay the Engineering Fee for the post-draft-plan approval development of the subdivision in the amount of 4.5% of the estimated construction value of the Public Services created relative to the subdivision as set out above (exclusive of H.S.T.) As per the Sub-Total cost of all works prior to H.S.T., in accordance with By-law 2007-132, Consolidated By-Law 2016-209, as updated, the fee is \$\_\_\_\_\_. The initial payment of \$\_\_\_\_\_, which was comprised of 75% of the fee based on the estimated construction value of \$\_\_\_\_\_ per unit, was submitted on \_\_\_\_\_. Therefore the remainder fee owed is \$\_\_\_\_\_.

**SCHEDULE "E"**

**LOT GRADING PLAN**

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

## **SCHEDULE “F”**

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

**The Corporation of the City of Kawartha Lakes granted draft plan approval on June 27, 2023 and such approval was subject to the following conditions:**

#### **Conditions of Draft Plan Approval – Tribute (Lindsay 1) Limited**

##### **Part A – Conditions**

##### **General Conditions:**

1. This approval applies to the draft plan of subdivision 16T-22502 prepared by The Biglieri Group Ltd. Drawing No. DP-1, revision 2, April 12<sup>th</sup> 2023; which shows 68 Blocks with a maximum of 1011 residential lots, being located on Blocks 1 to 54 as well as Block 71, Blocks 55 and 56 being for commercial use, Block 57 being for an elementary school, Blocks 58 to 61 being for stormwater management ponds, Blocks 62 and 63 being for parkland use, Block 64 being for a walkway, Blocks 65 to 67 being for environmental protection, and Block 68 being for a road widening.
2. Prior to the signing of the final plan by the Director, a Subdivision Agreement shall be entered into and executed by the Owner and the City to satisfy all financial, legal, and engineering matters, including the design, provision and installation of roads, services, sidewalks, on-street illumination, tree plantings, walkways, daylight triangles, road signs, traffic signals, stormwater management facilities and drainage works, and all recommendations contained in related technical reports approved by the City.
3. The Subdivision Agreement shall confirm the Owner agrees to convey to the City, at no cost, the land comprising the new public streets, day-lighting triangles, road widenings, as shown on the draft M-Plan. Such land to be free and clear of all encumbrances. These lands shall be dedicated as public highways.
4. 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.
5. The road allowances included in this draft plan shall be shown and dedicated as public highway.
6. The streets shall be named to the satisfaction of the City.
7. Civic addressing shall be assigned based on 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.
8. 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.
9. 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.

10. 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 2000-75, as amended.
11. 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.
12. The Owner shall convey Blocks 58 to 61 to the City free and clear of encumbrances for stormwater management ponds.
13. The Owner shall convey Blocks 62 and 63 to the City free and clear of encumbrances for parkland.
14. The Owner shall convey Block 64 to the City free and clear of encumbrances for a walkway block.
15. The Owner shall convey Blocks 65 to 67 to the City free and clear of encumbrances for environmental protection purposes.
16. A clause will be included in the subdivision agreement stating that the City and the Owner acknowledge that the Final Plan for any phase will further subdivide the residential Blocks into individual lots. The minimum and maximum number of lots per Block will be as shown on draft plan of subdivision 16T-22502 prepared by The Biglieri Group Ltd. Drawing No. DP-1, revision 2, April 12<sup>th</sup> 2023, However, in no case shall the number of lots to be registered exceed the maximum number of lots as indicated on the Draft Plan of Subdivision (per Block or cumulatively).
17. In order to track the registration of units on a phase by phase basis over time, the Owner will submit with each detailed design submission, for each phase of development, a 'registration tracking document'. The document will provide a summary of lots registered in previous phases, proposed lots to be created in the current phase, and future minimum and maximum unit yield in forthcoming phases based on the approved Draft Plan of Subdivision.
18. The Plan may be registered in phases. The Owner will provide a fully lotted M-plan per proposed phase. Each phase is to demonstrate compliance with the minimum and maximum unit count per block as identified on the draft plan. The Owner will demonstrate compliance with the sanitary allocation provided through the Northwest Lindsay Sanitary Agreement. All draft conditions here-in are to read in the context of the phase being registered and applied (or not applied) accordingly.
19. The Subdivision Agreement shall contain a clause requiring the Owner to implement the mitigation recommendations of the EIS prepared by Geoprocess to the satisfaction of the Director of Development Services.
20. For the continuation of David Drive and Richard Avenue, the Owner shall purchase the portion of the one foot reserve located at the terminus of Richard Avenue and David Drive, at an amount not exceeding \$3,000.00 plus Land Transfer tax and reasonable legal fees.
21. The Subdivision Agreement for the phase including Blocks 60 and 71, as well as Street 'P', shall include a provision requiring that these blocks be designed, developed, and registered in coordination with Blocks 24, 25, 97 and Street 'V' of draft plan of subdivision 16T-22502 prepared by the Biglieri Group Ltd. Drawing No. DP-1, revision 3, April 12th 2023.

**Engineering and Corporate Assets – General:**

22. The Subdivision Agreement for each phase of the subdivision shall confirm the Owner has paid 75% of the Development Application Approval Processing (DAAP)

fee as per By-Law 2007-132, as amended, upon the submission of the first detailed engineering design, and agrees to pay the remaining 25% prior to entering into the Subdivision Agreement based on the final approved cost estimate. The cost estimate will make up Schedule 'D' of the Subdivision agreement, which shall be included in the first engineering submission.

23. The Owner and the City shall agree in the Subdivision Agreement that:
  - a. No building permit will be requested 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.
24. The Subdivision Agreement for each phase shall confirm 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 through an access provided to the development from Highway 35, subject to MTO approval, the sediment and erosion control plan, for all phases of the development to the satisfaction of the City and in compliance with the City's current standard requirements. 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 for each phase shall specify that the Construction Management Plan will be in force until assumption.
25. The Owner shall provide for City approval, a blasting report in compliance with OPSS.MUNI 120 by a qualified Professional Engineer outlining the area subject to any blasting or rock excavation by explosives for the construction of the proposed infrastructure as well as, blasting techniques being employed. The report shall provide any necessary mitigation measures to ensure that adjacent wells and septic systems are not negatively impacted. The City reserves the right to have the blasting report peer reviewed by a qualified expert at the applicant's expense:
  - a. The Owner shall employ a qualified blasting contractor prior to the commencement of any blasting activity on the subject lands.
  - b. Prior to the commencement of blasting activities on the subject lands, the Owner shall provide written notice both to the City and all property Owners within 200 metres of the development area.
26. The Owner shall agree that prior to entering into a Subdivision Agreement with the City, the Owner has fulfilled all obligations to the City required under a Pre-Servicing Agreement as applicable, and as per the City of Kawartha Lakes Council Policy CP2018-009, as amended.
27. The Subdivision Agreement shall confirm the Owner agrees, prior to offering any Blocks, Lots, dwellings, for sale, to display a map on the wall of the sales office and electronically available in a place readily accessible to potential homeowners that indicates the location of surface infrastructure and streetscaping within the development. In addition, the Owner agrees to have the Schedule "A" subdivision agreement engineering drawings available for review by all potential homeowners.
28. The Subdivision Agreement shall include reference to a Legal and Topographic survey for each phase, current to the existing conditions. The survey shall ensure the detailed design maintains and incorporates all

boundary conditions. The existing grading shall remain undisturbed and vegetated for a minimum of 0.3 metres within the subdivision property limit.

29. The Subdivision Agreement shall confirm the Owner agrees to convey to the City, at no cost, Blocks 65 to 67 through Phase 1 of the development. Such land is to be free and clear of all encumbrances.
30. The Subdivision Agreement shall confirm the Owner agrees to convey to the City, at no cost, the land comprising the new public streets, sight triangles, road widenings, and as shown on the draft plan for each phase as contained in Schedule 'B' of the Subdivision Agreement. Such land to be free and clear of all encumbrances. These lands shall be dedicated as public highways.
31. The Subdivision Agreement shall confirm the Owner agrees that the existing tile drainage pipe network and all outlets will be decommissioned. Decommissioning details are to be provided in the first detailed engineering design submission.
32. The Subdivision Agreement shall confirm that a construction phasing plan and anticipated timeline shall be submitted to the City at each detailed design phase and provide for suitable road and infrastructure connectivity.

**Engineering and Corporate Assets – New and Expanded Public Roads and Traffic:**

33. The Subdivision Agreement shall confirm that the Owner agrees to design and construct, entirely at the Owner's expense, the roadways, sidewalks, and all municipal services for the proposed subdivision in compliance or conformance with all current provincial and municipal guidelines and standards.
34. The Subdivision Agreement shall confirm the Owner will design and construct, entirely at their expense, the following:
  - a. The connection to Sylvester Drive and the intersection of Sylvester Drive and Street 'A'.
  - b. The connection to St. Joseph Street and the intersection of Street 'N' and St. Joseph Street.
  - c. The connection to Connolly Road and the intersection of Street 'I' and Connolly Road, including connection to the existing Connolly Road, 57M-809, to an urban cross section, including road and entrance realignment and restoration as required.
  - d. The connection to Richard Avenue and the intersection of Richard Avenue and Street 'B'.
  - e. The connection to David Drive and the intersection of David Drive and Street 'J'.
35. Prior to entering into the Subdivision Agreement for Phase 1, the Owner shall provide an updated traffic impact study which includes an analysis of the proposed ultimate traffic conditions of the intersections of Angeline Street / Connolly Road and Street A / Sylvester Drive. As a result, if recommendations for addition improvements, traffic calming measures, signalization, etc. are suggested in the analysis, the Owner will be responsible for all design and construction costs related to the improvements.
36. The Subdivision Agreement shall confirm the Owner will provide for a road connection and adequate lands for the Jennings Creek crossing, at a location identified by the City. The design and construction of the Jennings Creek crossing is identified by the City in the current Development Charges By-Law. The timing of municipal design and construction is subject to Council Approval.

37. The Subdivision Agreement for each phase shall confirm that the Owner has provided an overall traffic lane marking and signage plan and school Block pedestrian crossings as required, the City's satisfaction, including any external improvements required and to be identified through the detailed engineering design, adjacent to the proposed subdivision 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, included in the cost estimate, Schedule "D" for each phase specific to the detailed engineering design of the subdivision to current municipal standards and to the satisfaction of the City.
38. The Subdivision Agreement for each phase shall confirm that the Owner has provided 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.
39. The Subdivision Agreement for each phase shall confirm that the Owner has provided a comprehensive streetscaping plan showing all above-ground utilities, streetlights, street furniture, street tree planting, and/or boulevard landscaping, specific to the detailed engineering design of the subdivision to current municipal standards and to the satisfaction of the City.
40. The Subdivision Agreement for each phase shall include provisions concerning the precise location of required fencing, commercial grade black vinyl chain link and/or acoustical fencing, specifically to delineate all future and existing City owned blocks from private property. The detailed engineering design of each phase of the subdivision will be to the satisfaction of the City.

**Engineering and Corporate Assets – Site Servicing:**

41. The Subdivision Agreement for each phase shall confirm that municipal water capacity is not guaranteed for the entire development. The Owner is required through the engineering design of each phase of development to confirm with the City that there is sufficient domestic and fire water supply and treatment in the municipal system.
42. The Subdivision Agreement of each phase shall provide for the installation of a piped 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.
43. The Subdivision Agreement shall confirm the Owner will provide for the functional design of sewer and water service laterals for the City of Kawartha Lakes Municipal Airport located at 3187 Highway 35. The Owner is required to include the service connections in the right of way through engineering design of the applicable phase. The Subdivision Agreement shall confirm that the Owner agrees to design and construct, entirely at their expense, the watermain extension and connections on, McKay Avenue, David Drive, Richard Avenue, Sylvester Drive, and Connolly Road, to provide for adequate redundancy and looping for domestic and fire protection purposes, for each phase. All restoration will be the responsibility of the Owner, to the satisfaction of the City.
44. The Subdivision Agreement for each phase shall confirm that the Owner agrees that all residential sanitary services shall drain by gravity and not use sump pumps and grinder pumps for sanitary drainage. The Subdivision



Agreement for each phase shall confirm that the Owner agrees that each of the approved lots will be connected to the City's municipal water, sanitary systems, and storm to the satisfaction of the City.

45. The Subdivision Agreement for each phase shall confirm the Owner has obtained an approved Form 1 – Record of Watermains Authorized as a Future Alteration from the Director of Engineering and Corporate Assets for the water works in accordance with the Safe Water Drinking Act and the Environmental Protection Act or the current municipal and/or provincial approval mechanism.
46. The Subdivision Agreement for each phase shall confirm that the Owner has obtained an Environmental Compliance Approval (ECA) in accordance with the Ministry of the Environment, Conservation and Parks and City standards and guidelines for the municipal storm works in accordance with the Ontario Water Resources Act and the Environmental Protection Act or the current municipal and/or provincial approval mechanism. The Subdivision Agreement shall reference the applicable ECA number(s).

**Engineering and Corporate Assets – Stormwater Management:**

47. The Subdivision Agreement for each phase, as applicable, shall confirm that the Owner has submitted a Stormwater Management Facility Operations, Maintenance, Monitoring and Assumption Report, for the use of the Stormwater Management Facilities throughout the phases and stages of development of the subdivision until final assumption of the facility by the City of Kawartha Lakes.
48. The Subdivision Agreement for each phase shall confirm that the City has received a stormwater management report for quantity and quality control, water balance and phosphorus 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 Detailed Design opportunities for City Approved Low Impact Development solutions applicable to the site specific conditions. The report shall confirm on-site infiltration rates and stormwater management facility sizing requirements based on a comprehensive and field-verified review of the associated drainage area.
49. The Subdivision Agreement for each phase shall confirm that all Stormwater Management facilities have been sized to accommodate all City of Kawartha Lakes, Kawartha Region Conservation Authority, and Ministry of the Environment, Conservation and Parks (MECP) design elements/features in accordance with their standards and design criteria. At the time of detailed engineering design, should review of the Stormwater Management facility design show that the block has been undersized, the Subdivider shall revise the plan to increase the block size accordingly.
50. The Subdivision Agreement for each phase shall confirm that all Stormwater Quality and Quantity objectives are being met on future municipal owned property, and wording will be added to the agreement that all commercial and institutional blocks will be required to provide independent quality and quantity controls, in compliance with all provincial and municipal guidelines and standard
51. The Subdivision Agreement for each phase shall confirm that the Owner has submitted 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.

Stripping topsoil and earth works must consider a phased approach, and any stripped lands within future phases must be stabilized.

52. The Subdivision Agreement for each phase shall confirm that the Owner has submitted a phosphorus assessment identifying pre-development loadings, anticipated post-development loadings, and opportunities for phosphorus reduction (e.g. best management practices for stormwater management). This assessment will be undertaken in accordance with the provisions of Policy 2 of the Provincial Water Quality Objectives.
53. The Subdivision Agreement for each phase shall confirm that the Owner shall submit a landscaping/planting plan for the stormwater management pond prepared to the satisfaction of the City, in compliance with all provincial and municipal guidelines and standards.
54. The Subdivision Agreement for each phase shall contain, among other matters, the following provisions:
  - a. The Owner agrees to carry out the recommendations of the approved stormwater management report and the approved erosion and sediment control plan. The Agreement shall contain a reference to the plans and reports approved by the Kawartha Region Conservation Authority and the City.
  - b. The Owner agrees to implement all erosion and sediment control structures in a functional manner prior to the site disturbance and maintain these structures operating in good repair during and after the construction period, until such time as all disturbed soil surfaces have become stabilized and/or revegetated.
  - c. The Owner agrees that the City will not be responsible for maintenance and operation of rear lot catch basins on private property.
  - d. The Owner agrees that as-constructed testing, confirmation and engineering certification of stormwater infiltration rates is required as part of the assumption submission, to the satisfaction of the City.
55. The Subdivision Agreement for each phase shall include a clause indicating that prior to assumption, all water quality devices (such as stormwater management ponds, OGS, filter devices etc.) shall be cleaned out to the satisfaction of the City.

**Kawartha Region Conservation Authority:**

56. Prior to final approval, 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.
57. 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.
58. The Subdivision Agreement shall contain, among other matters, the following provision:
  - a. The Owner agrees to carry out the recommendations of the approved stormwater management report and the approved erosion and sediment control plan. The Agreement shall contain a reference to the

plans and reports approved by the Kawartha Region Conservation Authority and the City.

59. Prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a Final Grading Plan prepared by a qualified professional to the satisfaction of the Kawartha Region Conservation Authority.
60. Prior to any site alteration, construction, or final approval of the Plan, the Owner shall obtain required permits prior to any site alteration or grading activities are permitted on site.
61. A stand-alone operation and maintenance manual for the stormwater management facilities involved (wet pond, wetland etc.) should be submitted and the Owner should ensure that the continued performance of the facility as designed is achieved.
62. Prior to commencing any on-site grading or other site alterations, the KRCA is to advise that the Tribute South Comprehensive Flood Study, prepared by Geoprocess, dated December 1, 2022 has been approved and the detailed grading design is in compliance with the report.
63. The Owner shall implement any identified plan changes and construct infrastructure to accommodate the final Flood reduction engineering solution.
64. The Owner is to satisfy the KRCA that the flood mitigation is in place prior to the issuance of any building permits within the Flood Hazard Policy area. KRCA/CKL will remove the Flood Hazard policy designation upon approval and implementation of flood mitigation measures.

**Finance Department:**

65. That subsequent to the execution of the Subdivision Agreement by the Owner and prior to the signing of the final plan by the Director, the City Treasurer shall confirm in writing to the Director that all financial obligations and payments to the City, as set out in the Subdivision Agreement, in accordance with Condition 2, have been satisfied including, but not limited to:
  - a. All applicable Development Charge payments in accordance with the requirements of all applicable Development Charge By-laws,
  - b. All applicable Capital Charge payments in accordance with the requirements of all applicable Capital Charge By-laws,
  - c. All applicable Local Improvement payments in accordance with the requirements of all applicable Local Improvement By-laws,
  - d. All applicable fees payable in accordance with the requirements of all applicable municipal by-laws, including fee by-laws,
  - e. The form and amount of the securities that the Owner is required to have posted to secure its obligations under the Subdivision Agreement, including the identification of any reduction in such securities that has already been incorporated into the Subdivision Agreement,
  - f. Where there has been such a reduction in such securities, a Statutory Declaration submitted on behalf of the Owner confirming payment of all accounts for material, labour and equipment employed in the installation of the services on whose completion such reduction has been computed and applied, and

- g. Any financial obligations with which the Owner's compliance has been deferred or from which the Owner has been exempted pursuant to the terms of the Subdivision Agreement.

**Fire Department:**

- 66. The requirements to be addressed in the Subdivision Agreement shall include fire breaks between structures under construction, and the disposal of construction material.

**Ministry of Transportation:**

- 67. Prior to final approval, the Block 68 allocated for road widening must be dedicated as public highway on the Owner's certification on the final plan. The Block 68 shall include the 23m widening extending across the entire Highway 35 frontage. The draft plan depicting this block to must be submitted to MTO for review and approval prior to registration.
- 68. Prior to final approval, the highway allowance across the entire Highway 35 frontage, identified as Block 68 on the Draft Plan of Subdivision drawing, shall be conveyed by deed to MTO free and clear of all encumbrances. This Ownership should be referenced as HIS MAJESTY THE KING in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario.
- 69. Prior to final approval, the Owner shall submit to the Ministry of Transportation for their review and approval, a copy of stormwater management report covering the entire Draft Plan of Subdivision area. The report must satisfy MTO's stormwater management requirements and demonstrate no negative impact on the Highway 35 and/or the highway drainage system.
- 70. Prior to final approval, the Owner shall submit to the Ministry of Transportation, for their review and approval, a transportation memorandum identifying whether interim improvements of Highway 35 is required in advance of ultimate improvements, including the construction of the Sylvester Drive and Highway 35 intersection, and, if interim improvements are required, present a plan for the construction of the identified improvements.
- 71. The Owner shall agree that no additional direct access onto Highway 35 will be permitted from the Subdivision area except for the Sylvester Drive.
- 72. The Owner shall agree that all above and below ground structures, as well as stormwater management facilities shall have a minimum of 6m setback from the future Highway 35 right of way limit.
- 73. The Owner shall agree that MTO will not issue a Building and Land Use Permit under the Public Transportation and Highway Improvement Act until all draft approval conditions are fulfilled to MTO's satisfaction.

**Noise:**

- 74. The Owner shall follow the recommendations contained in the Noise Impact Study prepared by YCA Engineering and revised November 2022 and as updated as required by the City and to the satisfaction of the City.
- 75. The Owner agrees to include warning clauses in all offers of Purchase and Sale as noted in the Noise Report prepared by YCA Engineering.
- 76. The Owner agrees to provide an updated noise report prior to final approval of each phase of development.

77. All Subdivision Agreements for the subject draft plan between the City and the Owner contain a requirement that all Purchase and Sale Agreements for all phases of the approved draft plan contain a clause advising all potential purchasers of the existence of the Airport and that, while noise mitigation measures have been installed with the construction of the house, there may be occasions where Purchasers may be aware of noise related to the Airport's operations.
78. The Owner shall install all acoustical barriers in a location to be determined at detailed design. The operation and maintenance of said barriers shall be the responsibility of private property Owners. The Owner agrees to a clause in the Subdivision Agreement that requires that all Purchase and Sale Agreements to prospective purchasers include a clause notifying the purchaser of their responsibility related to the location and maintenance of fencing where it is located on private property.

**Parks:**

79. The Owner agrees that the City, pursuant to section 51.1 of the Planning Act, requires 5% conveyance of parkland for the single-detached, semi-detached, and townhouse dwelling units as well as 2% conveyance of parkland for commercial blocks. The Owner and the City Agree that Blocks 62 and 63 to wholly satisfy the City's parkland requirement pursuant to the Planning Act. The City shall require conveyance of such Blocks to the City during the corresponding phase of development/registration.
80. The Owner shall supply and install a 1.2 metre black vinyl chain link fence along the boundary of parks, open spaces and public walkway blocks abutting residential lots or blocks.

**Schools:**

81. The following provisions shall apply equally to the Trillium Lakelands District School Board (TLDSB) and the Peterborough Victoria Northumberland and Clarington Catholic District School Board (PVNCCDSB).
82. Prior to final approval of the draft plan, the Trillium Lakelands District School Board (TLDSB) and the Peterborough Victoria Northumberland and Clarington Catholic District School Board (PVNCCDSB) shall be satisfied that appropriate clauses are contained within the Subdivision Agreement as follows:
- a. On a first come, first serve basis, the Owner and a School Board agree to enter into an Option Agreement for the potential acquisition of Block 57 at fair market value.
  - b. The agreement shall, among other matters, provide for the levelling, rough grading and seeding of Blocks, the provision of municipal services to the site, and the installation of a 1.8 metre high chain link fence on the perimeter where it abuts proposed or existing residential lands, to the satisfaction of the School Board.
  - c. Owner to provide a geotechnical report.
  - d. Any filling on the School Block is to meet the soil bearing requirements of the School Board
  - e. Owner shall grade, topsoil and sod or hydroseed the School Block to the satisfaction of the School Board.
  - f. All Subdivision Agreements for the subject draft plan between the City and the Owner contain a requirement that all Purchase and Sale Agreements for all phases contain a clause advising all potential purchasers that:

- i. While an Elementary School site has been reserved within the approved draft plan of subdivision for the School Board that it may not be constructed and used as an Elementary school site.
  - ii. All potential purchasers are further advised that an existing school will be used to accommodate all elementary pupils until such time as a new Elementary School can be constructed.
  - iii. Further the clause shall advise that if no new Elementary school is constructed in the approved draft plan then all elementary pupils will continue to be accommodated at an existing Elementary School(s).
- g. All Subdivision Agreements for the subject draft plan between the City and the Owner contain a requirement that all Purchase and Sale Agreements for all phases of the approved draft plan contain a clause advising all potential purchasers that all Secondary pupils will be accommodated at an existing Secondary School(s) as no Secondary School site is proposed within the approved draft plan.
  - h. The pertinent Subdivision Agreements for the subject draft plan between the City and the Subdivider contain a requirement that Purchaser and Sale Agreements for Block 57 of the approved draft plan contain a clause notifying Purchasers of the location of a school on adjacent lands and that such school activity may give rise to noise and traffic
  - i. The Owner shall install a sidewalk within the road allowance for any roads that are adjacent to the proposed Elementary School in the draft plan subdivision, in accordance with the City of Kawartha Lakes infrastructure design guidelines.
  - j. The Owner shall install a 1.8 metre galvanized coated chain link fence of standard school construction (#9 gauge galvanized or #6 gauge vinyl coated) along the perimeter of the school block where it abuts proposed or existing residential lands (lots or blocks)

### **Utilities**

- 83. The Owner shall make satisfactory arrangements, financial and otherwise, shall be made with Bell Canada for any Bell underground facilities serving the subdivision.
- 84. The Owner agrees that if there are any conflicts with existing Bell Canada facilities or easements, the Owner/Owner shall be responsible for rearrangements or relocation.
- 85. The Owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the Owner/Owner shall be responsible for the relocation of such facilities or easements.
- 86. 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).

87. Satisfactory arrangements, financial and otherwise, shall be made with Cable Cable Inc. for any underground facilities serving the subdivision.
88. The Owner agrees in the Subdivision Agreement with the City to grant Cable Cable Inc. any easements that may be required.
89. If there are any conflicts with existing Cable Cable Inc. facilities or easements, the Owner/Owner shall be responsible for rearrangements or relocation.
90. 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.
91. 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.
92. 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.
93. The Owner will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading is completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the dwellings / units are occupied.
94. The Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
  - a. Any required walkway across the boulevard, per municipal standards; and
  - b. Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications).
95. Satisfactory arrangements, financial and otherwise, shall be made with Cogeco Connexion Inc. for any Cogeco underground facilities serving the subdivision.
96. The Owner agrees in the Subdivision Agreement with the City to grant Cogeco Connexion Inc. any easements that may be required.
97. If there are any conflicts with existing Cogeco Connexion Inc.'s facilities or easements, the Owner/Owner shall be responsible for rearrangements or relocation.
98. The Owner agrees 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 Inc. if required.

99. The Owner agrees in the Subdivision Agreement with the City to grant Enbridge Gas Inc. any easements that may be required.
100. The Owner agrees 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.
101. The Owner agrees to enter 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.
102. 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.
103. Prior to the signing of the final plan by the Director, the Planning Division shall confirm that Conditions 1 to 21 and 103 have been satisfied.
104. Prior to the signing of the final plan by the Director, the Engineering and Corporate Assets Department shall confirm that Conditions 22 to 55 and 75 to 79 have been satisfied.
105. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Kawartha Region Conservation Authority indicating how Conditions 56 to 64 have been satisfied.
106. 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 65 has been satisfied.
107. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Fire Rescue Service indicating how Condition 66 has been satisfied.
108. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Ministry of Transportation indicating how Conditions 67 to 74 have been satisfied.
109. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Community Services Department/Division indicating how Conditions 80 and 81 have been satisfied.
110. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the TLDSB indicating how Conditions 82 and 83 have been satisfied.
111. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the PVNCCDSB indicating how Conditions 82 and 83 have been satisfied.
112. 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 84 to 87 have been satisfied.



113. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Cable Cable Inc. indicating how Conditions 88 to 90 have been satisfied.
114. 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 91 to 95 have been satisfied.
115. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Cogeco Cable Solutions indicating how Conditions 96 to 98 have been satisfied.
116. 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 Conditions 99 and 100 have been satisfied.
117. 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 101 and 102 have been satisfied.
118. Prior to final approval, Owner agrees to ensure a clearance letter or acknowledgement letter is obtained from the Ministry of Tourism, Culture and Sport for the Archaeological Assessment. If no further archaeological work is necessary, then no clearance is required.

#### **Part B – Lapsing Provision**

All conditions shall be fulfilled and satisfied, and final approval shall be given or this draft plan approval shall be deemed to have lapsed pursuant to the Planning Act, R.S.O. 1990, as amended, after three (3) years from the date the Notice of Decision is sent out with respect to this draft approval.

Extensions to draft approval may be considered provided that existing technical reports remain applicable or updates are provided and the provisions of By-law 2016-065, as amended are met.

Any request for Draft Plan Approval extension shall include the City's required update to the draft plan including any supporting documentation to ensure compliance or conformance with all current provincial and municipal guidelines and standards. Designs and reports shall be updated by the Owner as required, to the satisfaction of the City.

#### **Notes to Draft Plan Approval of 16T-22502 (D05-2022-002)**

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

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

Juan Rojas, Director  
Engineering and Corporate Assets  
Department  
City of Kawartha Lakes  
322 Kent Street West  
Lindsay, ON K9V 5R8  
Tel: 705.324.9411 ext. 1151  
Fax: 705. 328.3122

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

Bryan Robinson, Director  
Public Works Department  
City of Kawartha Lakes  
322 Kent Street West  
Lindsay, ON K9V 5R8  
Tel: 705.324.9411 ext. 1143  
Fax: 705.328.3122

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

Richard Holy, Director  
Development Services Department  
City of Kawartha Lakes  
180 Kent Street West, 2<sup>nd</sup> Floor  
Lindsay, ON K9V 2Y6  
Tel: 705.324.9411 ext. 1246  
Fax: 705.324.4027

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

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

Hydro One Networks Inc.  
45 Sarjeant Drive,  
Barrie, ON L4M 5N5

David Cayer  
Delivery Services Officer  
Canada Post Corporation  
P.O. Box 8037, Ottawa T CSC  
Ottawa, ON K1G 3H6

Enbridge Gas Inc.  
500 Consumers Road  
North York, ON M2J 1P8

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

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

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

If a 0.3 m. reserve is required along the side of either an existing or proposed road allowance, the 0.3 m. reserve shall be placed inside the public road allowance – eg. the final public road allowance would be 20.3 m. and be comprised of two (2) parts,

the 20.0 m. wide road allowance and the 0.3 m. reserve. The latter would be deeded to the City in trust.

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

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

**4. Sewage Works**

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

**5. Water Works**

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

**6. Clearance of Conditions**

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

## SCHEDULE "G"

### SPECIAL WARNINGS AND NOTICES

#### 1. General

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

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

The Purchaser/Grantee acknowledges that he or she is aware that the land within Block 196 of Plan 57M-\_\_\_\_\_ shall be used for stormwater management. In particular, Block 196 contains stormwater management facilities which at times may retain a level of water that may be extremely dangerous to unattended children or to other persons not adequately supervised. Ice formed within a stormwater management pond is extremely unstable and extremely dangerous. Recreational use and activities (i.e. skating, swimming, fishing, walking, etc.) are prohibited.

##### 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

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

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

The Purchaser/Grantee acknowledges that he or she is aware that the Land within Block 195 of Plan 57M-\_\_\_\_\_ is owned by the City for future parkland, community and recreational facilities including, but not limited to, walkways, musical events, other active or passive recreational and community facilities and events. The Purchaser/Grantee covenants and agrees that he or she will not object to the lawful use of said Land for such purposes, as the City may lawfully permit.

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

The Purchaser 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 Purchasers/Grantees acknowledge that side or rear yard Lot swales, and/or rear yard catch basins and/or associated storm sewer connections will exist on their Lot, and these connections will accept drainage from swales on adjacent Lots.

The Purchaser/Grantee of Lots 59, 63, 71, 67, 75, 95, 92, 89, 124, 146, 144, 141, 139, 118, 137, 179 and 183 and Blocks 190, 194, 193 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 Lots 2 to 55, 87, 134, 170 to 176 inclusive, a black vinyl chain link fence shall be installed inclusive on Schedule "A". The City will own the fence upon assumption of the subdivision. No encroachment or access is permitted on the adjacent lands, beyond the fence delineation.

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

The 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 Public Services that would otherwise be the responsibility of the City.

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

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

k) **Warning - Agricultural Land**

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

l) **Warning – Mailbox Locations**

The Purchaser/Grantee of any Lot or Block is advised that the mail will be delivered to 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 \_\_\_\_\_, 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**

N/A

o) **Warning – Acoustic Barriers**

N/A

**p) Warning – Hydrogeological Report**

Pursuant to a Hydrogeological Assessment Report prepared for Tribute (Lindsay 1) Limited by WSP, dated March 7, 2022, an investigation was conducted to assess existing soil and groundwater conditions, which has included groundwater monitoring, water quality sampling, and hydraulic conductivity testing from a network of monitoring wells installed by Golder Associates in February 2021. A water balance of the Site was carried out, which has considered the impact to post-development recharge to groundwater from the proposed residential development. The Assessment has considered implementing Low Impact Development (LID) measures, including additional topsoil placement, disconnecting downspouts on residential units to allow roof runoff to discharge onto lawns, and shallow infiltration trenches within community parks. In accordance with section (w) below, where infiltration trenches are implemented on private lots, the Purchaser/Grantee shall ensure these measures remain in place and are maintained.

**q) Warning – Streetlights**

**r) Warning – Driveway Widths**

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

**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. Any encroachment in the boulevard may lead to delays in assumption of the municipal services.

**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 2-37, 55-75, 88-94, 127-137, 139-146, 149-170, and blocks 190-194, all inclusive, as part of the overall Stormwater Management Plan for the subdivision. The infiltration trenches will receive stormwater runoff from the roof of the residential building by picking up groundwater runoff as per the accepted engineering drawings provided by Counterpoint. 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.



**SCHEDULE "H"**

**COMPOSITE UTILITY PLAN**

*Consultant, Project Number, Drawing Title and Number, and Date to be inserted.*

**SCHEDULE "I"**

**LETTER OF UNDERTAKING BETWEEN OWNER AND ENGINEER**