

Applicant: New Amherst Ltd.
File No: Z-06-21SUB/ 14T-2100004
Municipality: Town of Cobourg
Location: New Amherst Stage 2 Phase 3 (West of New Amherst Boulevard)

Date of Decision: October 03, 2022
Date of Notice: October 05, 2022
Last Date of Appeal: October, 24, 2022

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NOTICE OF DECISION

On Application for Approval of Draft Plan of Subdivision/Condominium
Subsection 51(37) of the Planning Act

Approval of a Draft Plan of Subdivision to the application in respect of the subject lands noted above has been given, with conditions, by the Municipal Council of the Corporation of the Town of Cobourg. A copy of the draft conditions is attached. In response to public submissions made prior to its decision, Cobourg Municipal Council was satisfied that the approved policies in the New Amherst Community Secondary Plan and the draft plan conditions attached hereto appropriately addressed the concerns and comments identified therein.

When and How to File an Appeal

Notice to appeal the decision to the Ontario Land Tribunal must be filed with the Clerk of the Corporation of the Town of Cobourg no later than 20 days from the date of this notice as shown above as the last date of appeal.

The notice of appeal should be sent to the attention of the Clerk, at the address shown below and it must;

- 1) set out the reasons for the appeal; and
- 2) be accompanied by the prescribed fee in the amount of \$1,1.00, payable by certified cheque to the Minister of Finance, Province of Ontario.

Who can File an Appeal

Only public bodies and those persons listed in Section 51(48.3) of the Planning Act, as amended, may appeal the decision of the Town of Cobourg in respect of a proposed plan of subdivision to the Ontario Land Tribunal. An appeal may not be filed by a person not otherwise prescribed in the Planning Act. The following are public bodies and persons permitted to file an appeal pursuant to the Planning Act:

1. The applicant;
2. A public body that, before the approval authority made its decision, made oral submission at a public meeting or written submission to the approval authority;
3. A person listed in subsection (48.3) who, before the approval authority made its decision, made oral submissions at a public meeting or written submissions the approval authority;
4. The Minister;
5. The municipality in which the land is located or the planning board in whose planning area the land is located.

Persons listed in subsection 48.3 include:

1. A corporation operating an electric utility in the local municipality or planning area to which the plan of subdivision would apply.
2. Ontario Power Generation Inc.
3. Hydro One Inc.
4. A company operating a natural gas utility in the local municipality or planning area to which the plan of subdivision would apply.

5. A company operating an oil or natural gas pipeline in the local municipality or planning area to which the plan of subdivision would apply.
6. A person required to prepare a risk and safety management plan in respect of an operation under Ontario Regulation 211/01 (Propane Storage and Handling) made under the *Technical Standards and Safety Act, 2000*, if any part of the distance established as the hazard distance applicable to the operation and referenced in the risk and safety management plan is within the area to which the plan of subdivision would apply.
7. A company operating a railway line any part of which is located within 300 metres of any part of the area to which the plan of subdivision would apply.
8. A company operating as a telecommunication infrastructure provider in the area to which the plan of subdivision would apply. 2019, c. 9, Sched. 12, s. 14 (8).

No prescribed person or public body shall be added as a party to the hearing of an appeal of the decision of the Town of Cobourg, including the lapsing provisions or the conditions, or changes to the conditions, unless the prescribed person or public body, before the decision of the Town of Cobourg, made oral submissions at a public meeting or written submissions to the Town of Cobourg Municipal Council or, in the Ontario Land Tribunal's opinion, there are reasonable grounds to do so.

Right of Applicant or Public Body to Appeal Conditions

The applicant, the Minister of Municipal Affairs and Housing, or a person listed in Section 51(48.3) of the *Planning Act* or a public body that, before Cobourg Municipal Council made its decision, made oral submissions at a public meeting or written submissions to the Town of Cobourg, may at any time before the final plan of subdivision is approved appeal any of the conditions imposed by the Town to the Ontario Land Tribunal by filing with the Municipal Clerk of the Town of Cobourg a notice of appeal.

How to Receive Notice of Changed Conditions

The conditions of the approval of a draft plan of subdivision may be changed at any time before the final approval is given. You will be entitled to receive notice of any changes to the conditions of draft approval of a plan of subdivision if you have:

- 1) made a written request to be notified of changes to the conditions of approval of the draft plan of subdivision.

Appeal of Changes to Conditions

The applicant, the Minister of Municipal Affairs and Housing, or a person listed in Section 51(48.3) of the *Planning Act* or a public body that, before Cobourg Municipal Council made its decision, made oral submissions at a public meeting or written submissions to the Town of Cobourg, may at any time before the final plan of subdivision is approved appeal any of the changed conditions imposed by the Town of Cobourg to the Ontario Land Tribunal by filing with the Municipal Clerk of the Town of Cobourg a notice of appeal.

Other Related Applications

Official Plan and Zoning file numbers **OPA-01-21 & Z-06-21**

Getting Additional Information

Additional information about the application is available for public inspection during regular office hours at the Town of Cobourg Planning Department, Victoria Hall, 55 King Street West, Cobourg, (905) 372-1005.

Mailing Address for Filing a Notice of Appeal

Attn: Brent Larmer, Clerk, The Corporation of the Town of Cobourg, 55 King Street West, Cobourg ON K9A 2M2

Applicant: New Amherst Ltd. **Date of Decision:** October 03, 2022
File No: Z-06-21SUB/ 14T-2100004 **Date of Notice:** October 05, 2022
Municipality: Town of Cobourg **Last Date of Appeal:** **October 24, 2022**
Location: New Amherst Stage 2 Phase 3 (West of New Amherst Boulevard)

NOTICE OF DECISION

On Application for Approval of Draft Plan of Subdivision/Condominium
Subsection 51(37) of the Planning Act

Notice of Decision Sent to:

Director
Ministry of Municipal Affairs and Housing
Rockwood House
Postal Bag 2500
8 Estate Lane
Kingston, ON K7M 9A8

B. Gillispie
County of Northumberland
Public Works Department
860 William Street
Cobourg ON K9A 3A9

D. Marshall
County of Northumberland
Engineering Department
555 Courthouse Road,
Cobourg, ON
K9A 5J6

D. Campbell, Land Use Planning Manager
600 William Street,
Cobourg, ON K9A 3A5

Ken Thajer, Planning & Regulations Co-ordinator
Ganaraska Region Con. Authority
P.O. Box 328
Port Hope ON L1A 3W4

Jeannette Thompson, MCIP, RPP
Kawartha Pine Ridge District School Board
1994 Fisher Drive,
P.O. Box 719
Peterborough ON K9J 7A1

The Corporation of the Township of Hamilton
P.O. Box 1060
Cobourg ON K9A 4W5

Michael Mannett
Michael S. Mannett Planning Services Ltd.
23 Foxwood Road
Thornhill ON L4J 9C4

P.V.N.C.Catholic District School Board
1355 Lansdowne Street West
Peterborough, ON K9J 7M3
Kelly Buchanan/Shirley Brundritt
Union Gas Limited
50 Kiel Drive North
Chatham ON N7M 5M1

Steve McGraw, Delivery Planner
Canada Post
Stephen.mcgraw@canadapost.ca
(613)894-9519

D. Paul, President
Lakefront Utility Services Inc/Lakefront Utilities Inc.
207 Division Street
Cobourg ON K9A 4L3

Canadian Pacific Railway
40 University Avenue
Toronto, Ontario M5J 1T1

Canadian National Railway
Engineering & Environmental Services
1 Administration Road
Concord ON L4K 1B9

Janice Young, Manager
Bell Canada
Network Property Services
F 13-100 Borough Drive
Toronto ON M1P 4W2

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1. This approval applies to Stage 2, Phase 3 of the Draft Plan of Subdivision, as shown in red on the Draft Plan prepared by D.M. Wills Associates (dated July 2022) and attached hereto as **Figure 1**, and consisting of:
 - 10 Residential Blocks with up to 135 residential units;
 - Blocks 1, 12 & 15 up to 70 Semi-detached ~~lots & 70~~ units
 - Blocks 2, 3, 4, 5, 6, 7, & 8 up to 54 single-detached ~~lots & 54~~ units
 - Blocks 11 & 12 up to 11 townhouses
 - 2 Mixed Use Blocks with up to 271 residential units, both subject to Site Plan Control;
 - Block A up to maximum of 120 units of mixed development, ~~subject to finalization~~
 - Block 13 up to maximum of 151 units of mixed development
 - 1 Pumping Station Block;
 - Block 16
 - 3 Park Blocks;
 - Blocks 11 & 14 Park blocks
 - ~~Clock Tower~~ Block 17 - Clock Tower Block
 - 1 one-foot reserve Block;
 - various public road rights-of-way and private lanes.

The Town of Cobourg Municipal Council has allocated sewage treatment capacity for the draft plan to a maximum of **406** units on the condition that the owner enters into an allocation agreement with, and on terms satisfactory to the Town Engineering Department regarding density and sanitary flow volumes, and at no cost to, the Town. The foregoing agreement shall be incorporated into the subdivision agreement.

2. The owner shall agree in writing to satisfy the requirements of the Town of Cobourg and any other municipality and/or approval authority that has jurisdiction, and subsequently enter into a subdivision agreement with the Town of Cobourg pursuant to the Planning Act, RSO 1990 c.P 13, as amended, which shall be registered on title to the subject lands once the plan of subdivision has been registered. Without limiting the generality of the foregoing, the owner shall agree in writing to satisfy all the requirements, financial and otherwise, of the Town and any other municipality and/or authority that has jurisdiction concerning matters internal and external to the draft plan, including but not limited to:
 - the provision, installation and staging of roads, services (including utilities), drainage, and grading;
 - Stormwater management, including the design and conveyance of stormwater from lands internal and external to the draft plan, all in accordance with the specification and requirements of the Town of Cobourg and Ganaraska Region Conservation Authority (GRCA);
 - Tree protection, removals, edge management/buffering and landscaping;
 - Allocation, collection and treatment of wastewater in accordance with the

- specifications and requirements of the Town of Cobourg;
- Facilities for active transportation, including pedestrian and bicycle circulation (trails and sidewalk, multi-use connections);
- urban, landscape and streetscape design measures;
- urban/rural vegetation buffer along the western property line;
- fencing, screening and other buffering measures, including noise impact mitigation, where applicable;
- street design to reflect a “complete streets” priority;
- park design and improvements;
- the phasing of the subdivision;
- cost sharing arrangements;
- traffic impact, road alignments, infrastructure improvements and timing thereof;
- on and off-street parking;
- Site construction operations management planning;
- Cost-sharing, easements, agreements, condominium requirements (where applicable), financial securities and other development operations and performance measures as may be required to develop the site;
- Easements that may be required by applicable authority;

The Town of Cobourg reserves the right to modify, or ‘red line’, at its discretion and in consultation with the owner, acting reasonably, the draft plan of subdivision and/or conditions thereto prior to final approval based on an evaluation by the Town and relevant agencies of detailed engineering plans, reports, or other applicable documentation, particularly related to stormwater management, grading and servicing, and may impose special conditions in the subdivision agreement that it deems reasonable in accordance with the Planning Act, R.S.O. 1990, c.P. 13, as amended. The aforementioned modification to the draft plan may include, but are not limited to, changes to the lotting design/patterns in order to satisfy the applicable policies, guidelines and standards of the Town of Cobourg and Agencies.

All costs incurred by the Town and any other municipality and/or approval authority that has jurisdiction which are associated with the planning, design, peer review and inspection of said works shall be borne by the owner.

3. The owner shall agree in writing to satisfy the Town of Cobourg’s urban design objectives of the Official Plan as reflected in the Official Plan and Urban & Landscape Design Guidelines, including, but not limited to:

- the creation of high quality, pedestrian-friendly streetscapes and landscapes;
- the provision of attractive building designs and dwelling forms which enhance the character of the neighbourhood and reflect the quality image of the community;
- the careful design and placement of dwellings in relation to the street to enhance the sense of place and minimize the impact of garages.

The development will be subject to architectural controls, and the Town will require the preparation of architectural plans and details which demonstrate that the aforementioned objectives will be achieved upon the implementation of the subdivision.

4. The owner shall convey the land on the plan identified for park purposes to the Town of Cobourg in accordance with Section 51.1(1) of The Planning Act, R.S.O. 1990, c.P. 13.
5. Prior to the final approval of the draft plan, the appropriate zoning shall be in place to the satisfaction of the Town of Cobourg.
6. Prior to registration of the Draft Plan and entering into an Agreement, the Owner agrees to convey the Stormwater Management Block (Block x on Plan 39R-xxxx) for the purposes of a Town-owned stormwater management facility. The Owner agrees that all inspections and assumptions of the ~~S~~stormwater ~~m~~anagement ~~F~~acility will be completed as part of the Engineering Works for Stage 2 Phase 3 Subdivision.
7. That the Owner agrees to construct the Rural/Urban vegetation buffer zone to the satisfaction of Town of Cobourg and to preserve the 7.5 metre vegetation buffer free of infrastructure and obstruction to proposed vegetation. The Owner agrees to construct fences, barriers and convey necessary easements to the satisfaction of Town of Cobourg to ensure the proposed 7.5 metre vegetation buffer is adequately protected from future encumbrances.
8. That the Owner enter into a standard form subdivision agreement to the satisfaction of the Town to address all matter related to the financial and construction obligations and build out of the subdivision, including but not limited to, works to be completed on behalf of the Town, subdivision assumption and maintenance and monitoring of stormwater management facilities, and homeowner clauses etc.
9. That the Owner submit a detailed engineering drawing/report submission, with appropriate review fee, and all subsequent engineering revisions, for review and approval to the satisfaction of the Town. The engineering design process shall be substantively complete prior to the preparation of the subdivision agreement.
10. The owner agrees to prepare a detailed landscape plan and recreational trails plan to continue the pedestrian circulation, connectivity, alignment with previous park blocks and pedestrian trails. The Owner shall include and update the Urban Design Brief to include discussions and specific details to the satisfaction of Town of Cobourg.
11. The Owner agrees to implement sustainability standards and Green Development Standards at the time of implementation of such guidelines and policies.
12. Prior to execution of the Subdivision Agreement, the Owner shall submit landscape plan prepared by a Landscape Architect, member in good standing with the O.A.L.A, to the satisfaction of Town of Cobourg, and the detailed design and construction of all landscaping shall be at no cost to the Town of Cobourg, and in accordance with approved plans.
13. That prior to final approval of the draft plan, the owner shall prepare and submit a detailed Noise Impact Study prepared by a qualified noise consultant to the Town of Cobourg, Canadian National (CN) Railway and Canadian Pacific Railways (CPR) which recommends necessary abatement measures, if required, for any residential development

within 500 m of a railway right-of-way in accordance with Provincial Guidelines and railway requirements.

14. The Owner agrees to include necessary warning clauses on specific lots prescribed by the Town of Cobourg, partner Agencies, Provincial and Federal Agencies upon further detailed review of the subdivision lots prior to entering into a subdivision Agreement, and to identify such lots subjected to warning clauses in the Purchase and Sales agreement as identified by appropriate review parties.
15. Any such easements as may be required for utility or drainage purposes shall be granted to the appropriate authority.
16. Temporary turning circles shall be required at any dead-ends of road allowances to the satisfaction of the Town of Cobourg.
17. The road allowances included in this draft plan shall be shown and dedicated as public highways.
18. That all streets within the subdivision shall be named to the satisfaction of the Town of Cobourg.
19. The owner or subsequent owner(s) agrees to convey a 6.0 metre servicing easement across Block A to facilitate necessary connections for proposed Plan of Subdivision.
20. Any necessary daylighting triangles, road widening, and walkway blocks shall be shown on the final plan and be dedicated to the appropriate authority; and that any dead ends and open sides of any road allowances created by this draft plan shall be terminated in 0.3 m reserves to be conveyed to, and held in trust, by the Town of Cobourg.
21. Prior to the final approval of the draft plan, Bell Canada shall confirm to the Town that satisfactory arrangements, financial and otherwise, have been made with Bell Canada for any Bell facilities serving this draft plan of subdivision which are required by the Town of Cobourg to be installed underground. 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 and/or Fibre Optic digital switching equipment sites.
22. Prior to the final approval of the draft plan, Canada Post shall confirm to the Town that satisfactory arrangements, financial and otherwise, have been made with Canada Post for any postal facilities servicing this draft plan of subdivision which are required to be installed.
23. Prior to the final approval of the draft plan, the County of Northumberland shall confirm to the Town that satisfactory arrangements, financial and otherwise, have been made with the County of Northumberland regarding the following matters:
 - i) That the pavement structure for the public roadways within the plan of subdivision shall be designed to accommodate highway vehicle loading for waste collection vehicles.

- ii) That the owner acknowledges and agrees that waste collection services within the subdivision shall not be provided until such time as the public roads are assumed for maintenance by the local municipality and shall advise all purchasers within the subdivision with an appropriate statement in all Offers and Agreements of Purchase and Sale of this requirement.
24. Prior to approval of the Draft Plan, the Owner shall agree in writing to the following:
- i) Its understanding that the County of Northumberland does not support the creation of future entrances from Block A directly to Elgin Street West (County Road 2).
 - ii) That all subsequent planning and design activities for the development of the subject lands shall be undertaken to ensure that access for Block A can be appropriately accommodated through the subject lands with connectivity to New Amherst Boulevard to the satisfaction of the County of Northumberland.
 - iii) That any future agreement of purchase and sale for Block A, or portions thereof, shall include disclosure to any potential purchaser the access restrictions with respect to Elgin Street West (County Road 2).
25. Prior to final approval of the draft plan, the Owner shall establish a 0.3 metre-wide reserve along the northern limit of the subject lands. Specifically, a 0.3 metre-wide reserve shall be shown on the final plan along the northern side of Block A (Mixed Use Neighbourhood) across its entire frontage along Elgin Street West (County Road 2). The reserve shall be conveyed to, and held in trust by, Corporation of the County of Northumberland.
26. The Owner shall agree in writing to prepare an updated Traffic Impact Study prior to final approval. The study shall be prepared to the full satisfaction of the County of Northumberland and any other road authority having jurisdiction. At minimum the updated TIS shall address all comments provided previously by Northumberland with particular consideration for establishing an appropriate trip distribution pattern for new trips generated by the proposed development. However, this shall not limit any requirements to address subsequent comments based on review of the updated study.
27. In accordance with the findings and recommendations of an approved updated Traffic Impact Study the Owner shall undertake to:
- a) Design and implement any necessary improvements, upgrades or other works required on Elgin Street West (County Road 2) should these works be required in advance of the County of Northumberland completing further improvements in this location as detailed as Phase IIb in the *County Road 2 Class EA Environmental Study Report: Hamilton Road to William Street / Burnham Street (May 2016)*. All works shall be designed to the satisfaction of the County of Northumberland and any other road authority having jurisdiction and be stamped by Professional Engineer licensed in the province of Ontario.
 - b) Finance the cost of any improvements, upgrades or other works should they be required in the advance improvements to as detailed as Phase IIb in the *County Road 2 Class EA Environmental Study Report: Hamilton Road to William Street / Burnham Street (May 2016)* and enter into an agreement to address the necessary cost sharing elements with due respect for the proponent's responsibility for costs that may be in excess of the costs associated with the County of Northumberland's

prior plans or increased due to the need to accelerate certain aspects of the works.

28. That the owner shall, prior to final approval, enter into a separate Agreement with the County of Northumberland to address matters related to infrastructure within abutting County road allowances, including intersection upgrades, storm sewer and drainage systems, sanitary sewers, water, electric and other utilities, turning lanes, traffic control signals and street lights on separate plan and profile drawings and stamped by a Professional Engineer, to the satisfaction of the County of Northumberland.
29. That the owner shall inspect all works to be undertaken within the County of Northumberland's road allowance(s) and provide to the County and the Town the certification of a Professional Engineer licenced in the Province of Ontario that all works have been completed in accordance with approved designs and plans and shall provide an 'as-built' record in AutoCAD format of the certified works.
30. With respect to stormwater drainage from the Elgin Street West (County Road 2) corridor the Owner shall:
 - a). Provide at the Owner's cost interim and ultimate infrastructure to convey ~~uncontrolled~~ the 2-year through 100-year flows ~~for the~~ from the south ditch of Elgin Street West (County Road 2) to the existing stormwater management facility in accordance with the original design basis of the storm water management facility and to the satisfaction of the Town of Cobourg, [Ganaraska Region Conservation Authority \(GRCA\)](#) and all other approval authorities including the County of Northumberland.
 - b). Include in the design of conveyance infrastructure between Elgin Street West (County Road 2) and the existing stormwater management facility sufficient capacity (i.e. oversizing) to convey additional ~~uncontrolled~~ flows resultant from the from the widening of Elgin Street (County Road 2) and enter into a cost sharing agreement with the Corporation of the County of Northumberland whereby the County would contribute to the cost of such infrastructure as it pertains only to the necessary oversizing.
 - c). Utilizing updated hydrologic parameters provided by the County of Northumberland, work collaboratively with the County to undertake modelling and determine the extent that the remaining unused capacity in the existing stormwater management facility can be utilized to meet the stormwater quantity and quantity control requirements associated with the widening of Elgin Street West (County Road 2).
 - d). Enter into an agreement with the Corporation of the County of Northumberland to allocate not less than 980 m³ of remaining unused capacity in the existing stormwater management facility to County of Northumberland for purposes of providing stormwater quantity and or quality control for increased flows resultant from the widening of Elgin Street West (County Road 2).
31. Prior to the final approval of the draft plan, the County of Northumberland is to be satisfied that appropriate clauses are contained within the subdivision agreement which require the owner to implement or cause to be implemented the recommendations and measures contained within the plans and reports required and approved by the County;

31-32. Prior to the commencement of any grading, construction on site, or final registration of the plan, whichever occurs first, the owner shall submit to the Ganaraska Region Conservation Authority (GRCA) reports, plans and/or other documentation which describes and confirms the following to the satisfaction of the GRCA:

- (i) a detailed Stormwater Management Implementation Report supporting the detailed design which includes the following to the satisfaction of the GRCA:
 - a hydraulic gradeline analysis for the 5 year event and sewers oversized to ensure that flows are contained below the obvert of the pipe;
 - a 100 year hydraulic gradeline analysis to confirm that basement elevations are not surcharged, and an overland flow analysis that identifies sags, any sewer oversizing required, and confirmation that flows can be conveyed safely to the SWM facilities within the municipal rights-of-way;
 - confirmation that all flows from the proposed development will be treated by the SWM facilities;
 - confirmation of stormwater runoff from County Road 2/Elgin Street West to the stormwater pond with a capacity of the 100 year event to the satisfaction of the Town, County and GRCA;
 - confirmation of impervious area for Stage 2 Phase 3 and in the event it is higher than 64%, modifications to the pond and/or outlet may be required at the expense of the Owner and at no costs to the Municipality, County or GRCA.
- (ii) an Erosion and Siltation Control Report and Plan detailing the means by which erosion and sedimentation and their effects will be minimized and contained on the site during and after construction in accordance with Provincial Guidelines. The report will need to outline:
 - the protection measures required;
 - the timing of the removal of devices tied to areas that have been stabilized;
 - details for temporary outlet structures, decommissioning and sediment removal/disposal protocols following MOE-EPA Guidelines; and,
 - all actions to be taken to prevent an increase in the concentration of solids in any water body as a result of on-site, or other related works, to comply with the Canada Fisheries Act;

32-33. That the owner agrees to pay all GRCA detailed technical review fees in accordance with the current GRCA Fee Schedule on a per phase basis, and further agree to obtain all

necessary GRCA permits required under Ontario Regulation 168/06.

- ~~33-34.~~ Prior to the final approval of the draft plan, the GRCA is to be satisfied that appropriate clauses are contained within the subdivision agreement which require the owner to implement or cause to be implemented the recommendations and measures contained within the reports, and any addenda thereto, as required and approved by the GRCA;
- ~~34-35.~~ Prior to the final approval of the draft plan, the GRCA is to be satisfied that appropriate clauses are contained within the subdivision agreement which require the owner to maintain all erosion and siltation control devices in good repair prior to and during the construction period in a manner satisfactory to the GRCA.
- ~~35-36.~~ The Ministry of Culture has confirmed that it is satisfied that Provincial concerns for archaeological resources have been met for the Owner's Subdivision Lands in accordance with an Archaeological Resource Assessment, however the Subdivision Agreement shall contain a clause which specifies that should any deeply buried or other archaeological or cultural resources (including human remains) be discovered during construction, the Owner shall immediately contact the Ministry of Culture Heritage and Libraries Branch, Heritage Operations Unit.
- ~~36-37.~~ Prior to the final approval of the draft plan, Lakefront Utility Services Inc. (LUSI) and Lakefront Utilities Inc. (LUI) shall confirm to the Town that satisfactory arrangements, financial and otherwise, have been made with LUSI and LUI for any facilities serving this draft plan of subdivision which are required to be installed. The owner shall agree in the subdivision agreement, in wording satisfactory to LUSI and LUI, to implement the requirements of LUSI and LUI and to grant to LUSI and LUI any easements that may be required for electrical and/or water services.
- ~~37. — That prior to final approval of the draft plan, the owner shall provide confirmation to the Town of Cobourg from the designated Trustee that a comprehensive Cost-Sharing Agreement has been entered into between the owner and the owner of adjacent lands to the east (known as "West Park Village" or "Victoria Meadows" legally known as Part of Lot 23, Concession A, being Part 1 on Reference Plan 39R13261) to the satisfaction of the Town to confirm that the required contribution of funds, land and commitments for services will be in place and operative on matters including, but not limited to, water services, sanitary sewage services, stormwater management facilities and transportation infrastructure internal and external to the New Amherst Community Secondary Plan area, and that satisfactory evidence has been provided to the Town to confirm that all financial obligations have been fulfilled.~~
38. Prior to the final approval of the draft plan, Kawartha Pine Ridge District School Board (KRP~~R~~DSB) shall be satisfied that appropriate clauses are contained within the Subdivision Agreement as follows:
- i. All offers of purchase and sale shall contain a statement advising prospective purchaser(s) that accommodation within a public school in the community is not guaranteed and students may be accommodated in temporary facilities; including but not limited to accommodation in a portable classroom, a "holding school", or in an alternate school within or outside of the community.

ii. All offers of purchase and sale shall include a statement advising prospective purchasers that if school busses are required within the development in accordance with Kawartha Pine Ridge District School Board Transportation policies, as may be amended from time to time, school bus pick up points will generally be located on the through street at a location as determined by the Student Transportation Services of Central Ontario;

iii. That the Owner(s) shall agree to provide a pedestrian walkway or dedicated pedestrian use only area throughout the subdivision to accommodate and promote safe walking routes to the nearby school property/ bus stops and/or elsewhere. To clear this conditions, KPR staff will require a copy of the proposed plan and details of the pedestrian route prior to entering into the Subdivision Agreement. Any Subdivision Agreement shall reflect these proposed plans and details.

39. The Owner agrees to provide the following warning clause in each Agreement of Purchase and Sale for Lots/Units on the west side of Hornell Park Drive and shall also include a typical cross-section for these lots to demonstrate an understanding of the Urban/Rural Transitions Zone and drainage easement:

i. This lot is the location of an Urban/Rural Transition Zone. This area has a width of 7.5 m measured from the rear property line. The purpose of this area is to provide for a natural landscaped transition area between the New Amherst community and the rural area within the Township of Hamilton to the west.

ii. The purchaser and subsequent owners agree to maintain this area in it natural landscaped state in accordance with the approved Landscape Plan and further acknowledges and agreement that grading, site alteration, ancillary structures, such as garden sheds and appurtenances, such as swimming pools, shall be prohibited within this zone.

40. The Owner agrees to provide the following warning clause in each Agreement of Purchase and Sale for Lots/Units requiring a drainage easement to accommodate overland flow:

i. This lot is the location of a drainage easement to accommodate overland flow. The purpose of this area is to convey stormwater through the neighbourhood. Grading, site alteration, ancillary structures, such as garden sheds and appurtenances, such as swimming pools, shall be prohibited within this drainage swale.

~~39-41.~~ That prior to final approval of the draft plan, the Town of Cobourg is to be advised in writing by Union Gas how Condition #154 has been satisfied.

~~40-42.~~ That prior to final approval of the draft plan, the Town of Cobourg is to be advised in writing by Bell Canada how Condition #145 and #210 has been satisfied.

~~41-43.~~ That prior to final approval of the draft plan, the Town of Cobourg is to be advised in writing by Canada Post how Condition #224 has been satisfied.

~~42-44.~~ That prior to final approval of the draft plan, the Town of Cobourg is to be advised in writing by the County of Northumberland how Condition #~~223~~, #~~243~~, #~~254~~, #~~265~~, #~~276~~, #~~287~~, #~~298~~, #~~3029~~, and #~~310~~ have been satisfied.

~~43-45.~~ That prior to final approval of the draft plan, the Town of Cobourg is to be advised in writing by the Ganaraska Conservation Authority how Condition #~~324~~, #~~332~~, #~~343~~ and #~~354~~ have been satisfied.

~~44-46.~~ That prior to final approval of the draft plan, the Town of Cobourg is to be satisfied in writing by the Lakefront Utility Services Inc. and Lakefront Utilities Inc. how Condition #~~154~~ and #~~376~~ have been satisfied.

~~47.~~ That prior to final approval of the draft plan, the Town of Cobourg is to be satisfied in writing by Canadian Pacific Railway and Canadian National Railway how Condition #~~123~~ has been satisfied.

~~48.~~ Pursuant to Section 38 of the Development Charges Act, 1997, S.O 1997, c. 27, the municipality covenants and agrees to provide the Owner with a credit towards the applicable development charges as it relates to the reasonable costs of work performed, or work to be performed as the case may be, to services to which the Town of Cobourg Development Charges By-law Number 001-2022 related. The services relating to the aforementioned credit include Kerr Street Works and Sewage Pumping Station Works. This shall form a clause in the Subdivision Agreement.~~That the Owner shall receive approval for each of the mixed-use blocks to ensure compliance with Town of Cobourg Policies, Urban Landscape and Design Guideline, and any applicable regulations~~

_____ Following clauses to be included in the Subdivision Agreement:

~~45.~~ Pursuant to Section 38 of the Development Charges Act, 1997, S.O 1997, c. 27, the municipality covenants and agrees to provide the Owner with a credit towards the applicable development charges as it related to the reasonable costs of work performed, or work to be performed as the case may be, to services to which the Town of Cobourg Development Charges By-law Number 001-2022 related. The services relating to the aforementioned credit include road works (Kerr Street) and outdoor recreation services (linear park). The following is a breakdown of the credit calculation:

a. The Owner and the Municipality will agree to a method of calculating the cost to the Owner of constructing the Kerr Street Works and the Sewage Pumping Station Works and will agree to quantify the amount as a credit to the Owner against development charges that may be payable;

b. Upon completion of the Kerr Street Works and the Pumping Station Works, the Owner shall provide to the Municipality all such documentation, including payment certificates, as may be reasonably necessary for the Municipality to determine the actual cost of completing the Kerr Street Works and the Pumping Station Works; Road Works (Kerr Street)

~~c. The Municipality shall grant to the Owner a development charges credit (the "DC Credit") against development charges payable with respect to the Subdivision Lands for the eligible costs of the Kerr Street Works and the Pumping Station Works; Outdoor Recreation Services (Linear Park).~~

~~— The Owner may apply the DC Credit under this Agreement against development charges payable on any future development on the Subdivision Lands which have been identified in the Development Charges Background Study as services which fall under the Municipality's Development Charges Reserve Fund until such time as the DC Credit is fully applied;~~

~~— The DC Credit shall be applied against the following service components of the Municipality's Development Charges By-Law in effect at the time of such further development charges payment:~~

- ~~— Transportation;~~
- ~~— Water (existing Urban Service Area); and~~
- ~~— Wastewater (existing Urban Service Area);~~

~~— The amount of the DC Credit shall not be indexed or otherwise adjusted;~~

~~— The Municipality may provide to the Owner a payment up to the total amount of the DC Credit as a reimbursement for the net capital costs related to the design, construction, installation and provision of the Kerr Street Works and the Pumping Station Works;~~

~~— Where the Municipality provides any reimbursement payment to the Owner pursuant to subsection 66(z)9vii), the DC Credit the Owner is entitled to pursuant to this Subdivision Agreement shall be reduced by an amount corresponding to such payment;~~

~~— The reimbursement payment shall be payable to the Owner by the Municipality as a lump sum of the Kerr Street Works and the Pumping Station Works completed to date, as determined by the Municipal Engineer in their sole discretion, not more than twice annually, as requested by the Owner;~~

~~— The aforementioned credit shall be applied by the Municipality on a per dwelling unit basis upon the issuance of Building Permit for each unit until the reasonable costs for the services are recovered by the Owner. In accordance with the current approved 2022 rates/By-law, the development charges credit are subject to finalization to the satisfaction of the Director of Finance, Director of Public Works and Director of Planning and Development.~~

~~d. The aforementioned credit will be indexed annually by the Treasurer of the Municipality in accordance with the approved Town of Cobourg Development Charges By-law, as amended from time to time. Once the Municipality's Treasurer has confirmed that the total credit amount finalized by the Director of Finance, the credit shall cease and the Owner conveyance and agrees that the full amount of the development charges shall be payable on every successive dwelling unit, if applicable. The expiration date of the prescribed development charges credit~~

provision is subject to finalization by the Director of Finance prior to execution of the Subdivision Agreement.

NOTES TO DRAFT APPROVAL

1. It is the Applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Municipality, quoting the '14T' File Number.

2. We suggest that the Applicant make yourself familiar with 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).

3. The Subdivision Agreement should be registered under Subsection 51(26) of the Planning Act, R.S.O. 1990, c.P.13 against the land to which it applies as notice to prospective purchasers.

4. A permit will be required under the Ganaraska Region Conservation Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ont. Reg. 168/06) prior to any development or site alteration on the subject property.

5. The Ganaraska Region Conservation Authority notes that temporary sediment control ponds must be capable of accommodating 125 cubic metres per hectare of contributing drainage area for a period of not less than 12 hours, or removing particle sizes down to 40 microns.

6. Clearances are required from the following agencies:

K. Thajer
Ganaraska Region Conservation Authority
P.O. Box 328
Port Hope ON L1A 3W4

B. Gillispie
County of Northumberland
Public Works Department
860 William Street
Cobourg ON K9A 3A9

D. Marshall/D. Campbell
County of Northumberland
Engineering Department
555 Courthouse Road,
Cobourg, ON
K9A 5J6

Bell Canada
Network Property Services
F 13-100 Borough Drive
Toronto ON M1P 4W2

Canada Post/Postes Canada
Stephen McGraw
Canada Post Delivery Service Officer
Stephen.mcgraw@canadapost.ca
(613)894-9519

D. Paul, President
Lakefront Utility Services Inc/Lakefront Utilities Inc.
207 Division Street
Cobourg ON K9A 4L3

Canadian Pacific Railway
40 University Avenue
Toronto, Ontario M5J 1T1

Engineering & Environmental Services
Canadian National Railway
1 Administration Road
Concord ON L4K 1B9

Kelly Buchanan/Shirley Brundritt
Union Gas Limited | A Spectra Energy Company
50 Keil Drive North | Chatham, ON N7M 5M1
Tel: 519.436.4600 ext 5002760
Fax: 519.436.5353
email: kbuchanan@uniongas.com

Jeannette Thompson, Bsc, MCIP, RPP
Kawartha Pine Ridge District School Board
Manager, Planning Services
1994 Fisher Drive,
Peterborough, ON K9J 6X6
Email: jeannette_thompson@kprdsb.ca

7. All measurements in subdivision plans and condominium final plans must be presented in metric units.
8. The final plan approved by the Town must be registered within 30 days or the Municipality may withdraw its approval under Subsection 51(59) of the Planning Act, R.S.O. c.P.13, 1990.
9. This draft approval shall be in force and effect until ~~023~~ October, 2025.

Figure 1

