

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG BY-LAW NUMBER 000-2024
--	---

**A BY-LAW TO APPROVE A DRAFT PLAN OF SUBDIVISION WITH CONDITIONS
IN ATTACHMENT 1 FOR 540 KING STREET EAST (SUNNYSIDE VILLAGE INC.)**

WHEREAS the Council of the Corporation of the Town of Cobourg held a Public Meeting in accordance with the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, on the 19th day of September 2022 regarding an application by Sunnyside Village Inc., to approve a Draft Plan of Subdivision at 540 King Street East;

WHEREAS the Council of the Corporation of the Town of Cobourg duly considered all public submissions, the Manager of Development Review’s report and all other relevant background information surrounding the subject matter, and deems it advisable to grant Draft Approval of the Plan of Subdivision, subject to detailed conditions;

NOW THEREFORE BE IT RESOLVED THAT THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF COBOURG, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 51 OF THE PLANNING ACT, R.S.O. 1990 AS AMENDED, HEREBY ENACTS AS FOLLOWS:

1. That Draft Approval of a Plan of Subdivision on the parcel known municipally as 540 King Street East is hereby granted, subject to the conditions as affixed hereto as Attachment “1”;
2. That this By-law will come into force and take effect upon final approval in accordance with the requirements of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended.

READ and finally passed in Open Council this 26th day of June, 2024.

Lucas Cleveland, Mayor

Brent Larmer, Clerk

Attachment 1 – Draft Plan Approval Conditions

Applicant: Sunnyside Village Inc.	Date of Decision: June 26, 2024
File No: Z-05-22SUB	Date of Notice: June 28, 2024
Municipality: Town of Cobourg	Last Date of Appeal: July 18, 2024
Location: 540 King Street East	

540 King Street East (Sunnyside Village) – Draft Plan Approval Conditions

Town of Cobourg

1. This approval applies to the Draft Plan of Subdivision, as shown as 540 King Street East on the Plan attached hereto as **Figure 1**, prepared by Fotenn Planning + Design, dated May 16, 2023, and consisting of:
- One (1) residential block; and,
 - Two (2) road widening blocks.

Sunnyside Village at 540 King Street East is allocated 5.6 l/s of sanitary sewerage capacity to Water Pollution Control Plant (WPCP) #2 on the condition that the owner enters into an allocation agreement with, and on terms satisfactory and at no cost to, the Town. The foregoing agreement shall be incorporated into the Subdivision Agreement based on the following composition:

- (a) 6 detached residential units;
- (b) 4 semi-detached residential units;
- (c) 92 townhouse residential units of various styles; and,
- (d) 2 existing structures (future amenity areas).

Any revisions to sanitary allocation requirements or wastewater flows presented in the Functional Servicing Report are to be communicated by the proponent to the Manager of Engineering for approval as soon as such change is realized.

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, and any easements that may be required by the applicable authority;
 - the provision of affordable housing in accordance with Section 3.2.5 of the Official Plan;
 - architectural, landscape and streetscape design measures, including buffering for existing land uses;
 - sustainable design elements and initiatives;
 - open space/park design, landscaping and other improvements;
 - noise impact and mitigation;
 - tree protection, removals, edge management/buffering, landscaping and other matters relating to the appropriate stewardship of natural heritage systems;
 - stormwater management and wastewater allocation, collection and treatment, including low-impact development stormwater systems and related soil documentation;
 - traffic impact and road infrastructure improvements and timing thereof;
 - pedestrian and bicycle circulation (trails and sidewalks);
 - construction and emergency access.

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.

The Town of Cobourg reserves the right to modify, or 'red-line', at its discretion the draft plan and/or conditions 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 and natural heritage protection, 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 modifications to the draft plan may include, but are not limited to, changes to the lotting and/or road pattern and possible removal/re-location of lots and roads in order to satisfy the applicable policies, guidelines and standards of the Town and agencies.

3. The owner shall agree in writing to satisfy the Town of Cobourg's urban design objectives of the Official Plan, 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 promote and enhance the character of the neighbourhood, and reflect the quality image of the community;
 - the careful design and placement of roads, dwellings and other uses in relation to existing natural heritage resources; and,
 - the careful design and placement of dwellings in relation to the street to enhance the sense of place and minimize the impact of garages on the streetscape.

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

4. The Owner shall provide cash-in-lieu of parkland payment for the subdivision in accordance with Section 51.1(1) of the *Planning Act*, R.S.O. 1990, c.P. 13.
5. That the Owner submit a draft plan conditions matrix outlining how each of the conditions have been addressed.
6. The Owner covenants and acknowledges they are responsible for contributing to the Coverdale Storm Sewer Charge apportioned to the subject property in the amount of \$22,008.21 at time of registration of the Subdivision Agreement and prior to commencement of construction.
7. Prior to the final approval of the draft plan, the appropriate zoning shall be in place to the satisfaction of the Town of Cobourg.
8. The Owner shall prepare a Land Use Plan which shows the draft plan and surrounding land uses. The Land Use Plan shall be in a format approved by the Director of Planning and Development. The Owner shall erect and maintain a sign on the development site and/or in the sales office which shows the Land Use Plan as approved by the Director of Planning and Development.

The Owner shall submit its standard Agreement of Purchase and Sale to the Director of Planning and Development which includes all warning clauses/ notices prior to any residential units being offered for sale to the public.

9. The Owner shall coordinate the preparation of an overall utility distribution plan that allows for the safe installation of all utilities including the separation between utilities to the satisfaction of the Municipal Engineer. All utilities will be installed within the proposed internal laneways. Where this is not possible, easements will be provided at no cost to the utility provider. Proposed easements are not permitted on lands owned by the Municipality unless it can be demonstrated that there is no other alternative. Such easements must not impede the long-term use of the lands and will be at the discretion of the Municipal Engineer. The Owner shall cause all utilities, including hydro, telephone, and cable television within the streets of this development to be installed underground for both primary and secondary services.
10. Any necessary daylighting triangles, road widening, and walkway blocks shall be shown on the final plan and be dedicated to the appropriate authority. Blocks 2 and 3 as shown on Figure 1 are to be dedicated to the appropriate authority at no cost to the authority.

11. Prior to entering into an Agreement of Purchase and Sale for any lots/blocks within the Plan of Subdivision, architectural model plans showing options for sale and/or conversion to allow for second and/or third dwelling units to be reviewed and approved by the Director of Planning and Development Services.
12. The Owner covenants and agrees that prior to the issuance of any permits for residential dwelling units on the Subdivision Lands, the Owner shall submit an internal dwelling unit identification and address plan to the Municipality to the written satisfaction of the Chief Building Official.
13. The Owner acknowledges and agrees to include provisions in the Subdivision Agreement related to:
 - a. Implementing the recommendations in the Stormwater Management Report and any addenda;
 - b. Implementing the recommendations in the Functional Servicing Report and any addenda;
 - c. Implementing the recommendations in the Archaeological Assessment and any addenda;
 - d. Implementing the recommendations in the Cultural Heritage Impact Assessment and any addenda;
 - e. Implementing the recommendations in the Environmental Impact Study and any addenda;
 - f. Implementing the recommendations in the Environmental Site Assessment and any addenda;
 - g. Implementing the recommendations in the Traffic Impact Study and any addenda;
 - h. Implementing the recommendations in the Tree Inventory and Preservation Plan Report and any addenda;
 - i. Implementing the recommendations in the Geotechnical Report and any addenda;
 - j. Implementing the recommendations in the Noise and Vibration Impact Study; and,
 - k. Implementing the recommendations in the Urban, Landscape and Sustainable Design Report and any addenda.
14. The Owner acknowledges and agrees to include clauses in the Subdivision Agreement and Agreements of Purchase and Sale that no gates will be permitted in fences.
15. That the Owner acknowledges and agrees that the property shall be designated under Part IV of the *Ontario Heritage Act* and once designated, shall be subject to the requirements of the Act.
16. The Owner acknowledges and agrees that as part of the detailed Site Plan application, a comprehensive Addendum to the Cultural Heritage Impact Assessment (CHIA)/new CHIA will be necessary to address the following elements:
 - a. A comprehensive assessment of the proposed development's impact on heritage resources based on the MHSTCI's Info Sheet #5 Heritage Impact Assessments and Conservation Plans and the Town's CHIA Terms of Reference;
 - b. Consideration for how the heritage resources will be integrated within the new development and how their isolation can be avoided through thoughtful design elements such as landscaping, site circulation, and vantage points; and,
 - c. The development of a commemoration strategy, possibly including interpretative panels, art installations, or other forms of historical interpretation.
17. That the Owner acknowledges and agrees that as part of a detailed Site Plan application, a Heritage Conservation Management Plan (CMP) for the existing historic house and barn on the site is required. The CMP will identify short, medium, and long-term conservation goals to guide proposed changes, ensuring protection and appropriate rehabilitation of the buildings. The CMP shall be prepared in accordance with the Ministry of Citizenship and Multiculturalism's Heritage Resources in the Land

Use Planning Process (2005) Info Sheet #5 and Parks Canada’s “Standards and Guidelines for the Conservation of Historic Places in Canada” to the satisfaction of the Town’s Heritage Planner and the Cobourg Heritage Advisory Committee (CHC).

18. The Owner acknowledges and agrees that the proposed Concept Plan for the subject lands is subject to modification to the satisfaction of the Town Heritage Planner and the Cobourg Heritage Advisory Committee (CHC) based on the findings of the updated Cultural Heritage Impact Assessment (CHIA).

Canada Post

19. The developer will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The developer will then indicate these locations on the appropriate servicing plans.
20. The developer agrees, prior to offering any 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.
21. The developer 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 developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.
22. The developer will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied.
23. The developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
- Any required walkway across the boulevard, per municipal standards;
 - Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications)
 - A Community Mailbox concrete base pad per Canada Post specifications.

County of Northumberland

24. 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) The Owner/Developer shall prepare a final plan to the satisfaction of the County of Northumberland and the Town of Cobourg in accordance with the approved draft plan prepared by Fotennn Planning + Design, identified as Project Number P1, dated May 16, 2023 which illustrates the following:
 - A development block for residential land uses; and
 - Two blocks for municipal road widenings.
 - ii) The Owner/Developer shall prepare a land use table, which identifies the proposed land uses and their respective lot areas in accordance with the final plan.
 - iii) The Owner/Developer shall update their Environmental Site Assessment report(s) to address potential site contamination for the subject property in accordance with the Ontario Brownfields Regulation (Ontario Regulation 153/04).
 - iv) For municipal waste collection services, the Owner/Developer shall agree in the Town of Cobourg’s development agreement that the pavement structure for the roadways are to be designed to accommodate waste collection vehicles in accordance with the specifications of the County of Northumberland’s Waste Management By-Law. The Owner may also be required to provide additional

documents (plans and/or reports) to the satisfaction of the County of Northumberland demonstrating compliance with the County's Waste Management standards including, but not limited to common set out areas.

- v) The Owner/Developer shall grant such easements as may be required for utilities, drainage, and servicing purposes to the appropriate authorities.
 - vi) The Owner/Developer shall receive final site plan approval to ensure that the limits of the proposed development are established prior to final approval of the plan of subdivision and that all Civil drawings and technical reports of County interest are prepared to the satisfaction of the County of Northumberland.
 - vii) The Owner/Developer shall enter into an agreement with the appropriate service providers for the installation of underground communication / telecommunication utility services for this land to enable, at a minimum, the effective delivery of broadband internet services and communication / telecommunication services for 911 Emergency Services.
 - viii) The Owner/Developer shall submit a covering letter to the County of Northumberland which outlines how each County condition was addressed provide a subdivision clearance fee in accordance with the County Fees and Charges By-law.
25. 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 in accordance with Condition #24.

Ganaraska Region Conservation Authority (GRCA)

- 26. That the Owner obtains a permit from the Ganaraska Region Conservation Authority for any development activities within the regulated area including, but not necessarily limited to, the placement or excavation of fill or site grading.
- 27. That prior to registration, the Owner prepares and submits a Functional Servicing Report in accordance with GRCA's Technical and Engineering Guidelines for Stormwater Management Submissions.
- 28. That prior to registration, the Owner designs, constructs, stabilizes and has in operation all stormwater management facilities and stormwater outfalls, or appropriate alternative measures, in accordance with the approved Stormwater Management Plan.
- 29. That the Owner submits details demonstrating the installation of underground storage tanks are designed to prevent uplift of the system during periods of high ground water elevations.
- 30. That the Owner prepares and implements an Environmental Impact Study in concert with a Functional Servicing Report that addresses water balance. The study must demonstrate that there is no hydrologic impact to the wetland as a result of the proposed development.
- 31. That the Owner submits grading plans for all lots and blocks that back onto the environmental buffer lands in the eastern part of the property.
- 32. That the Owner submits a restoration plan that will include invasive species removal and the planting of native non-invasive species in the wetland and proposed buffer to the wetland.
- 33. That in the Subdivision Agreement, the Owner agrees to remove invasive species and plant all vegetation within twelve (12) months of draft plan registration per the approved landscape/restoration drawings.
- 34. That in the Subdivision Agreement, the Owner agrees to maintain all stormwater management, erosion and sediment control structures operating in good repair during the construction period and until the site has been stabilized. During construction, and on an on-going basis, inspection and monitoring of the installation, maintenance and performance of all erosion and sediment control measures shall be conducted by a qualified professional.
- 35. That in the Subdivision Agreement, it is acknowledged all lands delineated within the 15-metre buffer are to be designated as "Protected Natural Areas" in the Municipal Zoning By- law. (or some other appropriate zone to the municipality to ensure that no part of the development shall occur within this area).

36. That in the Subdivision Agreement, the Owner agrees that no fill from the site may be dumped on or off-site in an area regulated by a Conservation Authority without the prior written permission of the appropriate Conservation Authority.
37. That prior to registration, the Owner provides digital copies of the registered plan of subdivision to the Ganaraska Region Conservation Authority.

Ministry of Citizenship and Multiculturalism

38. Prior to grading or any soil disturbance, the Owner shall:
- a) Retain an archaeologist, licensed by the Ministry of Tourism, Culture, and Sport under the provisions of the *Ontario Heritage Act* (R.S.O. 1990 as amended) to carry out Archaeological Assessment(s) of the lands and any recommendations to mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archaeological resources found. The archaeological assessment must be completed in accordance with the most current Standards and Guidelines for Consulting Archaeologists, Ministry of Citizenship and Multiculturalism.
 - b) Submit all archaeological assessment reports, in both hard copy format and as a PDF to the Town once the Ministry of Citizenship and Multiculturalism has accepted them into the Public Registry.

Kawartha Pine Ridge District School Board

39. Prior to the final approval of the draft plan, Kawartha Pine Ridge District School Board (KPR) 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 buses 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) agree to provide a pedestrian walkway or dedicated pedestrian use only area throughout the subdivision to accommodate and promote safe walking routes. To clear this condition, KPR staff will require a copy of the proposed plan and details for the pedestrian route prior to entering into the Subdivision Agreement. Any Subdivision Agreement shall reflect these proposed plans and details.

Lakefront Utility Services Inc. (LUSI) and Lakefront Utilities Inc. (LUI)

40. 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 enter into any required Agreements with LUSI and LUI detailing the terms and conditions under which the water and electrical distribution systems for the Subdivision Lands will be designed, installed, inspected and maintained, including any easements and performance securities required by LUSI and LUI. In particular, prior to the construction of any electrical services on the Subdivision Lands, the Owner shall enter into a “Construction Agreement” with LUI, whereby an economic evaluation will be

performed and evaluated to the satisfaction of LUI, and the Owner shall submit a Letter of Credit (LOC) to LUI in an amount and in a form satisfactory to LUI.

Canadian Pacific Railway

41. The Owner covenants and agrees to insert the below wording into the Subdivision Agreement, all property and tenancy agreements and offers of purchase and sale for all dwelling units in the proposed buildings:

“Canadian Pacific Railway and/or its assigns or successors in interest has or have a railway right-of-way and/or yard located adjacent to the subject land hereof with operations conducted 24 hours a day, 7 days a week, including the shunting of trains and the idling of locomotives. There may be alterations to, or expansions of, the railway facilities and/or operations in the future, which alterations or expansions may affect the living environment of the residents in the vicinity. Notwithstanding the inclusion of any noise and/or vibration attenuating measures in the design of the development and individual dwellings, Canadian Pacific Railway will not be responsible for complaints or claims arising from the use of its facilities and/or its operations on, over, or under the aforesaid right-of-way and/or yard.”

Canadian National Railway

42. The Owner covenants and agrees that the below conditions are implemented through detailed design and are included in the Subdivision Agreement, all property and tenancy agreements and offers of purchase and sale for all dwelling units in the proposed buildings:

- i. Safety setback of habitable buildings from the railway rights-of-way to be a minimum of 30 metres in conjunction with a safety berm. The safety berm shall be adjoining and parallel to the railway rights-of-way with returns at the ends, 2.5 metres above grade at the property line, with side slopes not steeper than 2.5 to 1.
- ii. The Owner shall engage a consultant to undertake an analysis of noise. At a minimum, a noise attenuation barrier shall be adjoining and parallel to the railway rights-of-way, having returns at the ends, and a minimum total height of 5.5 metres above top-of-rail. Acoustic fence to be constructed without openings and of a durable material weighing not less than 20 kg. per square metre of surface area. Subject to the review of the noise report, the Railway may consider other measures recommended by an approved Noise Consultant.
- iii. Ground-borne vibration transmission to be evaluated in a report through site testing to determine if dwellings within 75 metres of the railway rights-of-way will be impacted by vibration conditions in excess of 0.14 mm/sec RMS between 4 Hz and 200 Hz. The monitoring system should be capable of measuring frequencies between 4 Hz and 200 Hz, ± 3 dB with an RMS averaging time constant of 1 second. If in excess, isolation measures will be required to ensure living areas do not exceed 0.14 mm/sec RMS on and above the first floor of the dwelling.
- iv. The Owner shall install and maintain a chain link fence of minimum 1.83 metre height along the mutual property line.
- v. The following clause should be inserted in all development agreements, offers to purchase, and agreements of Purchase and Sale or Lease of each dwelling unit within 300m of the railway right-of-way:

“Warning: Canadian National Railway Company or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and

individual dwelling(s). CNR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way.”

- vi. Any proposed alterations to the existing drainage pattern affecting railway property must receive prior concurrence from the Railway and be substantiated by a drainage report to the satisfaction of the Railway.
 - vii. The Owner shall through restrictive covenants to be registered on title and all agreements of purchase and sale or lease provide notice to the public that the safety berm, fencing and vibration isolation measures implemented are not to be tampered with or altered and further that the Owner shall have sole responsibility for and shall maintain these measures to the satisfaction of CN.
 - viii. The Owner shall enter into an Agreement with CN stipulating how CN's concerns will be resolved and will pay CN's reasonable costs in preparing and negotiating the agreement.
 - ix. The Owner shall be required to grant CN an environmental easement for operational noise and vibration emissions, registered against the subject property in favour of CN.
43. That prior to final approval of the draft plan, the Town of Cobourg is to be advised in writing by Canada Post how Conditions 19, 20, 21, 22 and 23 have been satisfied.
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 Conditions 24 and 25 have been satisfied.
45. That prior to final approval of the draft plan, the Town of Cobourg is to be advised in writing by the Ganaraska Region Conservation Authority how Conditions 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 and 37 have been satisfied.
46. That prior to final approval of the draft plan, the Town of Cobourg is to be advised in writing by the Ministry of Citizenship and Multiculturalism how Condition 38 has been satisfied.
47. That prior to final approval of the draft plan, the Town of Cobourg is to be satisfied in writing by the Kawartha Pine Ridge District School Board how Condition 39 has been satisfied.
48. 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 40 has been satisfied.
49. That prior to final approval of the draft plan, the Town of Cobourg is to be satisfied in writing by the Canadian Pacific Railway how Condition 41 has been satisfied.
50. That prior to final approval of the draft plan, the Town of Cobourg is to be satisfied in writing by the Canadian National Railway how Condition 42 has been satisfied.

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 File Numbers.
- 2. We suggest that the Applicant make themselves 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. Prior to the commencement of any development or site alteration on the subject property (e.g., Permission to Enter and/or Permission to Open Cut/Bore etc.), all work within the County of Northumberland right-of-way requires an approved permit(s).
- 7. Prior to the construction of a vehicular entrance and/or buildings on the subject property, the Owner/Developer must receive approved Entrance and Setback Permits from the County of Northumberland.
- 8. Clearances are required from the following agencies:

Ken Thajer, Planning & Regulations Coordinator
Ganaraska Region Conservation Authority
P.O. Box 32
Port Hope, ON L1A 3W4

Denise Marshall, Director of Public Works
County of Northumberland
555 Courthouse Road
Cobourg, ON K9A 5J6

Ashley Yearwood, Senior Planner
County of Northumberland
555 Courthouse Road
Cobourg, ON K9A 5J6

Stephen McGraw, Delivery Planning Officer
Canada Post
PO Box 8037 Ottawa ON T CSC
Ottawa, ON K1G 3H6

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

Ministry of Citizenship and Multiculturalism
Archaeology Program Unit
Heritage Branch
Citizenship, Inclusion and Heritage Division
5th Floor, 400 University Avenue
Toronto, ON M7A 2R9

Jeannette Thompson, Manager of Planning Services
Kawartha Pine Ridge District School Board
1994 Fisher Drive, P.O. Box 719
Peterborough, ON K9J 7A1

Canadian Pacific Railway (CP Proximity Ontario)
7550 Ogden Dale Road SE, Building 1
Calgary, AB T2C 4X9

Canadian National Railway
Planning, Landscape Architecture and Urban Design
1600, Rene-Levesque Ouest, 11e etage
Montreal, QC H3H 1P9

- 9. All measurements in subdivision plans and condominium final plans must be presented in metric units.
- 10. 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.
- 11. This draft approval shall be in force and effect until **June 26, 2027.**

Figure 1

