



200 Fox Street

PLANNING JUSTIFICATION REPORT

Penetanguishene, ON

IPS NO. 21-1148

DRAFT - JUNE 2023



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CHAMPLAIN SHORES

200 FOX STREET
TOWN OF PENETANGUISENE

APPLICATION FOR

ZONING BY-LAW AMENDMENT

PREPARED BY

INNOVATIVE PLANNING SOLUTIONS
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ON BEHALF OF

BAY MOORINGS MARINA HOLDINGS GP INC.
&
BAY MOORINGS MARINA HOLDINGS LIMITED PARTNERSHIP

JULY 2023

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1.0 INTRODUCTION

Innovative Planning Solutions has been retained by Bay Moorings Marina Holdings GP Inc. and Bay Moorings Marina Holdings Limited Partnership (the Applicant) to prepare a Planning Justification Report relative to a Zoning By-law Amendment application for lands legally described as Blocks 9, 10 and 11 on Plan 51M-1234, and municipally known as 200 Fox Street in the Town of Penetanguishene.

The subject lands are located within the Penetanguishene Settlement Area and have a total area of approximately 0.77 hectares (1.91 acres or 7,751.8 square metres). **Figure 1** shows the location of the subject lands.

The purpose of this Report is to obtain approval for a Zoning By-law Amendment to rezone the subject lands to 'Residential Three with Exceptions (R3-XX)' within the Town of Penetanguishene Comprehensive Zoning By-law No. 2022-17. The proposed rezoning is intended to facilitate the development of two (2) apartment buildings, providing a total of 88 residential units.

The following report will review the applicable policies found within the documents noted below to demonstrate consistency with good planning principles:

- Provincial Policy Statement, 2020
- A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2020 Consolidation
- County of Simcoe Official Plan, 2016
- Town of Penetanguishene Official Plan, 2018
- Town of Penetanguishene Zoning By-law No. 2022-17



Figure 1. Subject Lands

2.0 BACKGROUND

The following sections provide a brief summary of past development approvals and their relationship to the current application as outlined in this Report.

In 2020, Council approved Zoning By-law Amendment (ZBL 2020-11) and Draft Plan of Subdivision (PEN-SUB-2019-01) applications for the development known as Champlain Shores (Bay Mooring). The approval documents for these applications are attached as **Appendix 1**. The approved Draft Plan of Subdivision facilitates residential development comprising of 28 single detached units, 21 townhouses, and 36 apartment units, for a total of 86 units. The subdivision development also contains a marina, recreational open space areas, and a water lot. The subdivision agreement was executed on September 21, 2022. The executed subdivision agreement and registered M-Plan are included as **Appendix 2**.

Under current approvals, the subject lands would accommodate a 36 unit apartment building (Block 9), an open space area (Block 10), and a private recreation centre (Block 11).

In June 2022, an application was made through Subsection 9(3) of the Condominium Act for exemption from Sections 51 and 51.5 of the Planning Act, allowing the Applicant to create a common element condominium within the Champlain Shores (Bay Moorings) subdivision. The common element condominium comprises of private roads, proposed to service all of the units in the development and provide access to the apartment block, as well as the parking spaces, recreational spaces, and water lot. The Exemption Certificate was issued on February 17, 2023 and the common elements condominium plan registered on March 20, 2023; both documents are included within **Appendix 3**.

Pre-consultation was held with the Town on December 13, 2022 for the proposed Zoning By-law Amendment application. Through the pre-consultation, it was noted that the following material would be required to support the proposed ZBA: a planning justification report, a concept plan, and elevation drawings. A subsequent Site Plan Control application will be submitted for the subject lands, to ensure that the proposed design change for the subject lands continues to be functional and compatible with the surrounding development, and to ensure adherence to the executed Subdivision Agreement over the lands.

3.0 SITE DESCRIPTION AND SURROUNDING LAND USES

The subject lands are located at the northwest corner of Hope Street and Fox Street. The subject lands have a total area of approximately 0.77 hectares (1.91 acres or 7,751.8 square metres). The subject lands hold approximately 45.75 metres of frontage along Fox Street and 147.97 metres along Hope Street.

The lands are currently undergoing pre-servicing/servicing works in alignment with the Champlain Shores (Bay Moorings) subdivision development. As such, the lands are largely vacant of any buildings, structures, or uses, with the exception of Model Homes constructed in accordance with the Model Home Agreement between the Applicant and Town, dated July 21, 2022 (**Appendix 4**).

The lands are bound to the south and west by the balance of the Champlain Shores (Bay Moorings) subdivision. More specifically, the lands are bound to the south by Hope Street with single detached lots provided on the south side of Hope Street. The lands are bound to the west by a waterfront lot and Penetang Harbour. Abutting the lands to the north is Foundry Cove Marina. Further north lies Huronia Public Park, single detached homes, and Discovery Harbour. The lands are bound to the east by Fox Street. East of Fox Street lies the Village at Bay Moorings. The subject lands and surrounding uses are outlined in Figure 2.

The subject lands are designated 'Mixed-Use and Commercial Area' in the Town Official Plan, as seen in Figure 3. The lands are also identified as being within a 'Site Specific Policy Area', subject to Policy 4.4.3.1 of the Town Official Plan which states that the following shall apply:

1. A marina shall be permitted;
2. Commercial establishments that are destination-oriented such as, motels, hotels, restaurants, commercial recreation uses, are permitted in accordance with Section 3.5.1.
3. Residential uses in accordance with Sections 4.3.1 and 4.3.2 are permitted.
4. Uses accessory to any of the permitted uses in the SSPA1 shall be permitted.
5. Any expansions or new development shall be subject to the Community Design and Built Form policies of Section 3.1 and Community Improvement policies of Section 3.3.

The subject lands are zoned ‘Open Space Exception 71 – Holding Provision 2, OS(71)(H2)’, ‘Open Space Exception 72, OS(72)’, and ‘Residential Three Exception 70, R3(70)’ as seen in Figure 4. The site specific provisions for the subject lands were originally approved by Council under By-law 2020-11, to amend the Town’s Comprehensive Zoning By-law 2000-02 (By-law 2020-11 can be seen in **Appendix 5**). The site specific provisions provided for the lands are outlined below:

Residential Three Exception 70, R3(70)

- Minimum Lot Frontage 30.0m
- Minimum Lot Area 3,500m²
- Maximum Lot Coverage 40%
- Minimum Front Yard Setback 4.0m
- Minimum Side Yard Setback 3.0m
- Minimum Exterior Side Yard Setback 3.0m
- Minimum Rear Yard Setback 20.0m
- Maximum Height 14.0m
- Maximum Density 36 units

Open Space Exception 71 – Holding Provision 2, OS(71)(H2)

- Additional Permitted Uses Private Recreation Facility
- Maximum Gross Floor Area 500 m²
- Maximum Lot Coverage 25%
- Minimum Front Yard 6.0 metres
- Minimum Side Yard 6.0 metres
- Minimum Exterior Side Yard 6.0 metres
- Minimum Rear Yard 6.0 metres
- Maximum Height 8.0 metres
- Parking 1 spaces per 3 persons of occupancy
- Hold 2 (H2) Condition for removal – Approval of a Site Plan and Site Plan Agreement, pursuant to Section 41 of the Planning Act

Open Space Exception 72, OS(72)

- Additional Permitted Uses Private Park

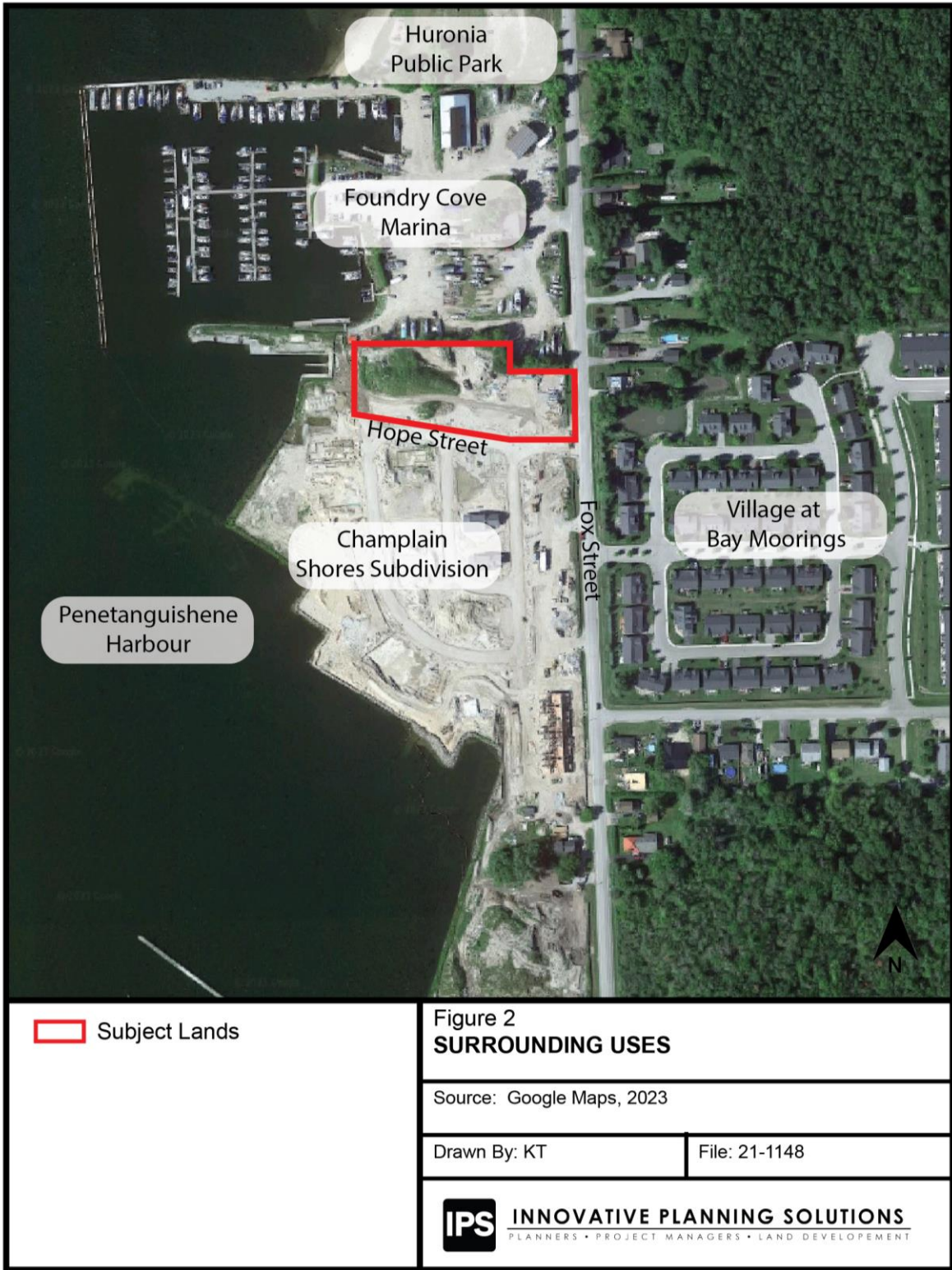


Figure 2. Surrounding Uses

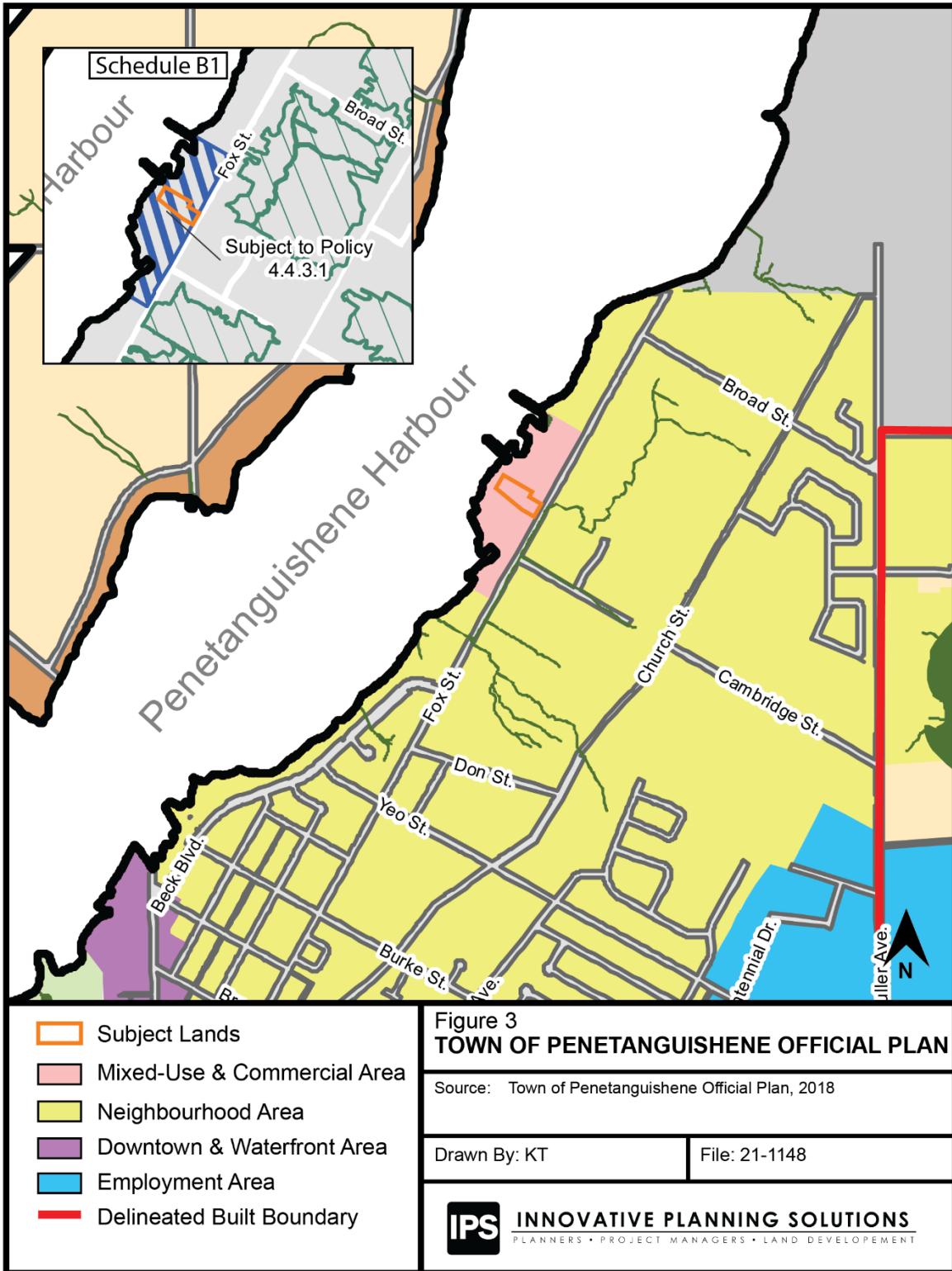


Figure 3. Town of Penetanguishene Official Plan

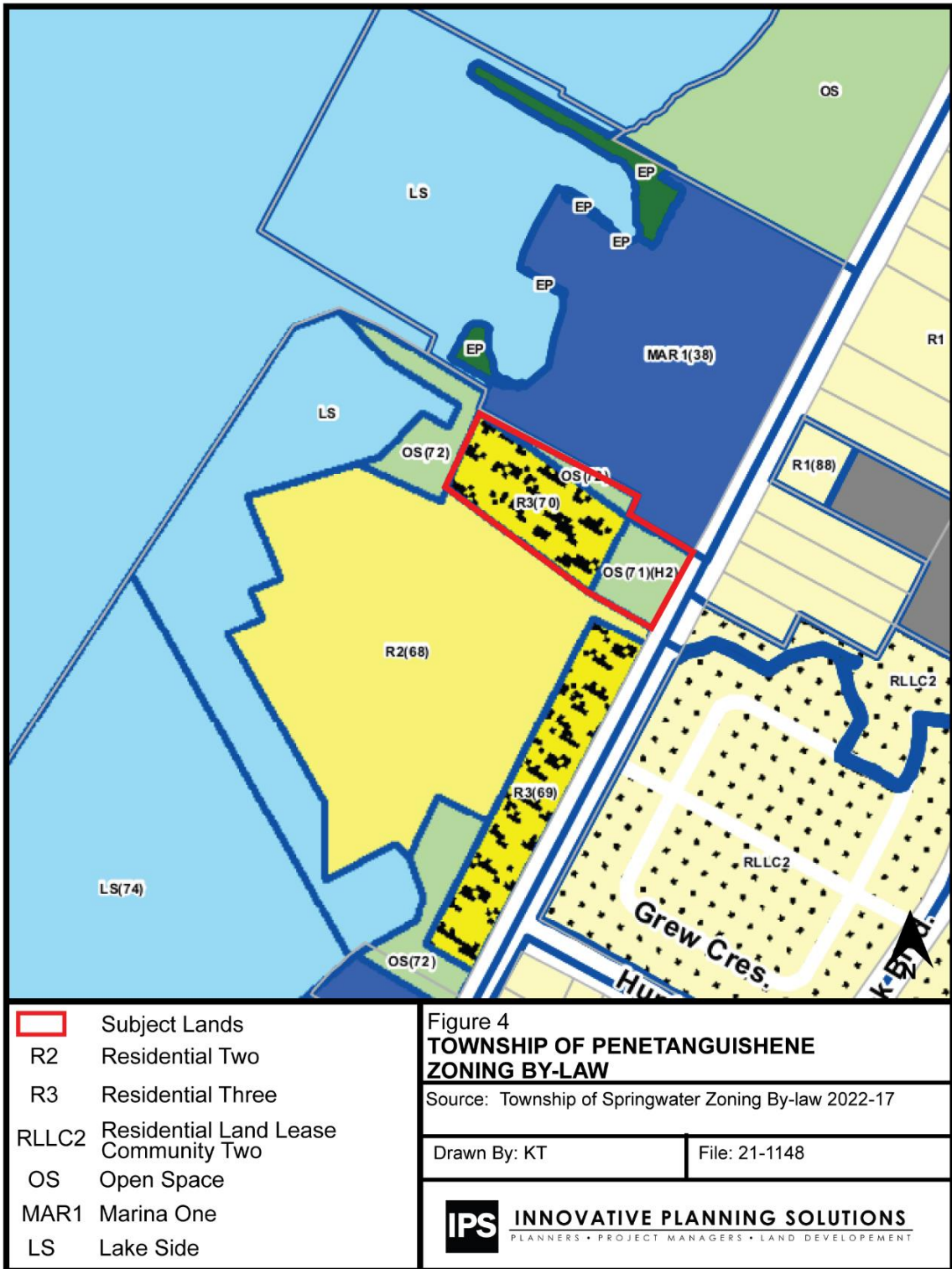


Figure 4. Township of Penetanguishene Zoning By-law

4.0 DESCRIPTION OF DEVELOPMENT

The intent of the proposed Zoning By-law Amendment application is to facilitate a revised concept for Blocks 9, 10 and 11 on Plan 51M-1234, for the development of two (2) apartment buildings on the subject lands. The proposal supports residential intensification within the Town's delineated built boundary (providing 88 apartment units where current approvals permit 36 apartment units), helping achieve intensification and growth targets as per Provincial and County directives.

The proposed development comprises of two (2) 5-storey apartment buildings providing a total of 88 residential units (44 units per building), at-grade structured parking, exterior outdoor parking, and landscaping. The development looks to support a range of housing types and costs that will support the Town in meeting the housing needs of current and future residents. In addition to providing a range of unit types and sizes, the apartment building will also provide units at a range of costs dependent on factors such as waterfront view, location within the building, and floor plan.

Vehicular access to the site will be provided off Hope Street. A total of 134 parking spaces will be provided throughout the development, including 56 parking spaces within at-grade parking structures and 78 exterior parking spaces. Parking is provided at a ratio 1.5 parking spaces/unit. Barrier free parking spaces are provided in accordance with AODA standards and are provided in proximity to main points of entry internal and external to the building to support ease of access. Internal drive aisles provide for vehicular movement throughout the site, including access to the at-grade covered parking areas thereby reducing turning movement onto Hope Street. Internal sidewalks provide for safe pedestrian movement throughout the site, offering connections between buildings, parking areas, and to external pedestrian connections.

The site, being part of a greater plan of subdivision, is registered to receive servicing through municipal water and sewage system. As determined through pre-consultation with the Town, a subsequent Site Plan Control application will be submitted for the subject lands to ensure that the proposed design change for the subject lands continues to be functional and compatible with the surrounding development, and to ensure adherence to the executed Subdivision Agreement over the lands.

See the Concept Plan in **Appendix 6**. The following section further outlines the details for the proposed Zoning By-law Amendment.

4.1 ZONING BY-LAW AMENDMENT

The subject lands are currently zoned ‘Open Space Exception 71 – Holding Provision 2, OS(71)(H2)’, ‘Open Space Exception 72, OS(72)’, and ‘Residential Three Exception 70, R3(70)’. In order to facilitate the proposed revised concept for the site, a Zoning By-law Amendment is required to rezone the lands to ‘Residential Three Exception XX, R3(XX)’, as seen in the Draft Zoning By-law Amendment in **Appendix 7**.

The proposed new section to the Zoning By-law and accompanying text is outlined below along with additional discussion surrounding the proposed special provisions.

Table 1. Proposed Zoning By-law Amendment

Table 11.1: Exceptions			
Exception Number	Additional Permitted Uses	Restricted Uses	Special Provisions
XX			<p>That Blocks 9, 10 and 11 on Plan 51M-1234 be deemed as one parcel for the purposes of zoning.</p> <p>That the lot line abutting Hope Street shall be considered the front lot line.</p> <p>Minimum Rear Yard Setback – 8.5m (platform/building)</p> <p>Maximum Height – 18.0 metres</p> <p>Maximum Density – 88 units</p> <p>Minimum Parking Space Requirement – 132 parking spaces</p>

Special Provision 1 – That Blocks 9, 10, and 11 on Plan 51M-1234 be deemed as one parcel for the purposes of zoning.

Comment: Through the Draft Plan Approval, the subject lands were divided into Blocks 9, 10 and 11 on Plan 51M-1234, originally intended to accommodate a 36 unit apartment building (Block 9), an open space area (Block 10), and a private recreation centre (Block 11). Through the proposed redesign of the site, Blocks 9, 10, and 11 will instead accommodate two (2) 44-unit apartment buildings. To support the application of development standards over the entirety of the proposed development, it is proposed that Blocks 9, 10, and 11 will be reviewed as one development block for the purposes of the rezoning,

Special Provision 2 – That the lot line abutting Hope Street shall be considered the front lot line.

Comment: In respect of urban design guidelines and considerations, the buildings have been designed to be front-facing towards Hope Street and internally to the subdivision. Through this design, activity would be focused along Hope Street with primary building entrances, pick-up/drop-off areas, and accessible parking areas situated along Hope Street. Focusing activity internal to the subdivision allows for an appropriate transition to the Neighbourhood Area on the east side of Fox Street.

Special Provision 3 – Minimum Rear Yard Setback of 8.5m (platform/building) is provided where 20.0 metres is required by the 'Residential Three Exception 70, R3(70)'.

Comment: Under the proposed redesign of the site, a 20.0 metre rear yard setback is no longer required to support an appropriate setback and transition to adjacent uses. Provided Hope Street is the front lot line, the rear yard is now situated adjacent to the outdoor boat storage associated with Foundry Cove Marina to the north. Given an appropriate landscape buffer is provided to this use, it is understood that an 8.5 metre rear yard setback would be appropriate separate between the outdoor storage area and the proposed development. Further to this, an 8.5 metre rear yard setback exceeds the requirements of the R3 zone of 7.5 metres.

Special Provision 4 – Maximum Height of 18.0 metres is provided where 14.0 metres is required by the 'Residential Three Exception 70, R3(70)'.

Comment: Where the proposal seeks increased building height, it is anticipated that this height will be most evident along Hope Street (internal to the site) and that all efforts will be made to reduce the height or impact of height along Fox Street through Site Plan Control. Further to this, the proposal maintains a 5.5 metre building setback to Fox Street, greater than the required R3 zone setback of 3.0 metres, to increase separation from Fox Street and thereby reduce impact of height along the Fox Street streetscape.

Special Provision 5 – Maximum Density of 88 units is provided where a maximum density 36 units is permitted by the 'Residential Three Exception 70, R3(70)'.

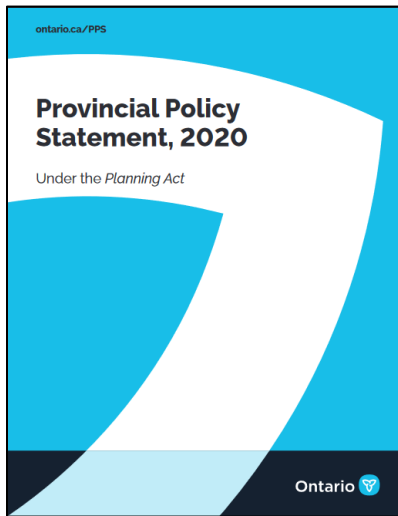
Comment: The proposal supports residential intensification within the Town's delineated built boundary (providing 88 apartment units where current approvals permit 36 apartment units), helping achieve intensification and growth targets as per Provincial and County directives. Further review of Provincial and County directives as it relates to the proposed density of the site is provided in Section 5.0 of this Report.

Special Provision 6 – Minimum Parking Space Requirement of 132 parking spaces is provided where 154 parking spaces are required under the R3 zone. To meet the minimum requirement of 1.5 parking spaces per dwelling unit, the proposal provides 134 parking spaces for resident use. The by-law requires an additional 0.25 parking spaces/dwelling unit to accommodate for visitor parking. It is understood that visitor parking areas are provided as part of the common elements condominium registered over the lands. It is anticipated that between the on-site parking and the additional shared parking within the subdivision, sufficient parking will be available to meet resident and visitor needs.

5.0 POLICY REVIEW

This section will outline the applicable planning and development policies impacting this application. Each subsection will outline the applicable policies and contain planning rationale on conformity and development principles.

5.1 PROVINCIAL POLICY STATEMENT (2020)



The Provincial Policy Statement (PPS) recognizes the subject lands as being within the Delineated Built Boundary of the Penetanguishene Settlement Area. The following policies are emphasized in relation to the proposed development.

Healthy, Liveable, and Safe Communities

Section 1.1.1 provides guiding policies for efficient development that creates healthy, liveable, and safe communities. The section highlights the importance of accommodating for an appropriate range and mix of uses, including various housing types, parks and open spaces. This section also promotes cost-effective development patterns that will minimize land consumption and servicing costs, thereby supporting the financial well-being of the Province and municipalities over the long-term.

The proposed development aligns with the noted policies of the PPS and will support the creation of healthy, liveable, and safe communities within the Town of Penetanguishene settlement area. The proposed rezoning would introduce additional multi-unit housing within an area of compatible land uses, including residential, open space, and waterfront areas, thereby providing an appropriate range and mix of uses (1.1.1(b)). By introducing additional multi-unit housing, the proposed rezoning would facilitate the provision of an underrepresented housing type and thereby support the development of a range and mix of residential housing types (1.1.1(b)). The site, being part of a greater plan of subdivision, is registered to receive servicing through municipal water and sewage systems; by introducing residential intensification on these lands thereby promotes efficient development and the

efficient use of municipal services (1.1.1(a) & 1.1.1(e)). Given the above, the proposal supports the efficient use of land, infrastructure, services, and public facilities.

Settlement Areas

Section 1.1.3 identifies settlement areas as the focus of growth and development within the Province. This section states that land use patterns within settlement areas shall make efficient use of land, resources, and infrastructure. Further, growth and redevelopment within settlement areas should accommodate a significant supply and range of housing options where feasible. The proposed rezoning would facilitate residential intensification within the Town of Penetanguishene Settlement Area, directing growth to and making efficient use of the land and surrounding resources (1.1.3.2(a)). The proposal would be supported on municipal water and sewage services, which is the preferred method of servicing for Settlement Areas and makes efficient use of the planned infrastructure for the area (1.1.3.2(b)). The proposal further aligns with the Settlement Area policies of the PPS as it provides new development adjacent to approved development (1.1.3.6). Given the above, the proposal demonstrates efficient development patterns, efficient use of infrastructure and public service facilities, and the minimization of unnecessary public expenditures, to support development within the Stayner Settlement Area.

Housing

Section 1.4 provides policies to guide the development of housing within the Province, with the goal of providing an appropriate range and mix of housing options and densities to meet the needs of current and future residents. It is emphasized that housing be provided to meet both market-based and affordable housing needs. This section also states that development of new housing should be located where there are appropriate levels of infrastructure and public service facilities exist or will be developed, including active transportation infrastructure. Housing densities and development standards that facilitate compact form and which efficiently use land, resources, infrastructure, and public service facilities, and support the use of active transportation are encouraged.

The proposed Zoning By-law Amendment would facilitate more compact development to efficiently use the land while providing housing types and densities that are appropriate to the regional market area. The proposal would provide residential intensification (1.4.3(b)(2)) in the form of additional multi-unit housing units. By directing new residential growth to the

Penetanguishene Settlement Area, the proposal can support the efficient use of existing and planned infrastructure, resources, and public service facilities (1.4.3(d)). The lands, being part of a greater plan of subdivision, are registered to receive servicing through municipal water and sewage systems (1.4.3(c)). To facilitate a more compact built form that minimizes land consumption and infrastructure costs, the proposed rezoning will establish development standards for new residential development, while maintaining appropriate levels of public health and safety (1.4.3(f)).

Sewage, Water and Stormwater

Section 1.6 of the PPS speaks to Infrastructure and Public Service Facilities. Specifically, Section 1.6.6.2 and 1.6.6.4 note that municipal sewage services and municipal water services are the preferred form of servicing for settlement areas. Intensification and redevelopment within settlement areas, on existing municipal sewage services and municipal water services should be promoted, where feasible. Furthermore, Section 1.6.6.7 notes that planning for stormwater management shall promote best practices, including attenuation, re-use, water conservation, and low impact development.

The subject lands are part of a larger plan of subdivision that has been registered to receive servicing through municipal water and sewage systems. Should this application be approved, a subsequent Site Plan Control application will be submitted for the subject lands to ensure that the proposed design change for the subject lands continues to be functional and compatible with the surrounding development, and to ensure adherence to the executed Subdivision Agreement over the lands. This includes confirmation that the detailed design for the subject lands maintains functionality with the overall servicing strategy for the site, including sewage, water, and stormwater strategies.

Long-Term Economic Prosperity

Section 1.7 focuses on how to achieve and support long-term economic prosperity. In adherence to the policies of Section 1.7, the proposal promotes residential intensification on lands where the use of land, resources and infrastructure can be optimized, while contributing to the housing supply and range of housing options provided for the area. The proposed Zoning By-law Amendment application will not impact any Natural Heritage Systems, Hazard Lands, Agricultural or Rural Lands, or other Resource Areas.

Through a review of the applicable policies noted above, the proposed development demonstrates consistency with the Provincial Policy Statement.

Based on a review of the PPS and the relevant policies noted above, the proposed application is consistent with the Provincial Policy Statement.

5.2 A PLACE TO GROW: GROWTH PLAN FOR THE GREATER GOLDEN HORSESHOE (2020)



The subject lands are identified as ‘Settlement Areas’ within the Growth Plan for the Greater Golden Horseshoe (Growth Plan), with the following policies emphasized in relation to the proposed development.

Managing Growth

Section 2.2 of the Growth Plan contains policies that guide where and how growth occurs within the GGH. Section 2.2.1 highlights that growth within the GGH area is intended to be directed settlement areas with delineated built-up areas that have existing municipal services. Such growth is intended to support the establishment of complete communities that feature a mix of land uses, improve quality of life, provide housing options that accommodate a diverse range of needs, as well as provide convenient access to public service facilities, parks, and recreational space.

The proposed application directs development to the Penetanguishene Settlement Area, which has a delineated built boundary and existing municipal water and wastewater systems (2.2.1.2). The proposed development is located near a diverse mix of complementary land uses (2.2.1.4(a)) and provides future residents convenient access to ample recreational opportunities (2.2.1.4(d)(i)&(iii)). The proposed development also seeks to increase housing diversity that can accommodate a wider range of housing needs (2.2.1.4(c)). The location of the subject lands within the delineated built-up area of the Town of Penetanguishene enables the proposed development to contribute to residential development and intensification targets set out in the Growth Plan in a compact and efficient manner.

Delineated Built-up Areas

Section 2.2.2 of the Growth Plan focuses growth in delineated built-up areas and gives guidance on how residential areas should be structured to ensure the development of complete communities. Policy 2.2.2.1(b) indicates that upper tier Official Plans (County of Simcoe) will contain the applicable information regarding a minimum intensification target within their Delineated Built-up Areas. A review of this policy will be conducted in Section 4.4 of this Report in tandem with Section 3.5 of the Simcoe County Official Plan. The proposed application would increase the permitted density for the subject lands, thereby helping to achieve intensification targets and contributing to the mix of housing options in a compact and efficient manner.

Housing

Policies contained in Section 2.2.6 guide housing within the GGH. These policies direct municipalities to address the housing needs for current and future residents and support housing choice by achieving a diverse mix of housing options. This section further notes that the development of new housing should support the achievement of complete communities by planning to accommodate forecasted growth to the horizon of this plan, by considering the range, mix, and densities of the existing housing stock, and by planning to diversify the overall housing stock across the municipality.

The proposed will facilitate the provision of a mix of housing types and densities by accommodating additional multi-unit housing with a range of unit sizes and costs, to support the achievement of complete communities (2.2.6.3) and to contribute to a more diverse housing stock (2.2.6.1(a)(i)). To support the minimum intensification target set out in Provincial and Municipal planning policies, the proposed Zoning By-law Amendment will direct additional residential growth within the delineated built-up area (2.2.6.2(b)). The County of Simcoe recently approved Amendment No. 7 to the County of Simcoe Official Plan (SCOP OPA No. 7), which represents Phase 1 of the Municipal Comprehensive review related to long-term Growth Management across Simcoe County to the year 2051. SCOP OPA No. 7 recommends a 50% intensification target for the Town of Penetanguishene (i.e., that a minimum 50% of new residential development be accommodated within the delineated built-up area of the Town). This represents a 10% increase from the 40% intensification target established under the Simcoe County Official Plan, 2023 Consolidation (SCOP 2023).

SCOP OPA No. 7 is currently with the Ministry of Municipal Affairs and Housing (MMAH) for review and approval.

Policies for Infrastructure to Support Growth

Section 3.2 provides policies to guide infrastructure development in alignment with the goals and objectives of the Growth Plan. Section 3.2.1.3 seeks to ensure that planning for new infrastructure occurs in an integrated manner supported by relevant studies. Sections 3.2.2 and 3.2.3 seeks to ensure that the planning of transportation systems, including the design of street networks, is undertaken using a complete streets approach that supports a balance of transportation choices, including active transportation. Section 3.2.5 seeks to ensure that existing or planned corridors are protected to meet current and projected needs. Sections 3.2.6 and 3.2.7 seek to ensure the appropriate and efficient development of water, wastewater, and stormwater management systems. Section 3.2.8 seeks to ensure the coordinate planning of public service facilities.

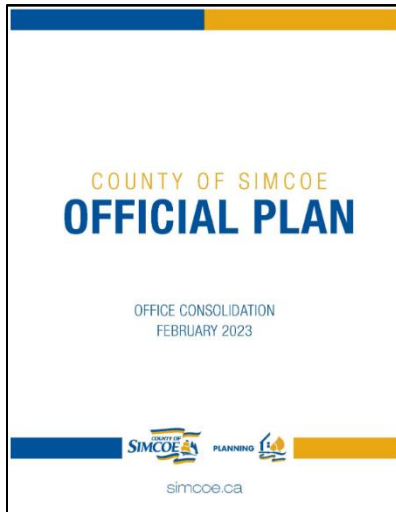
As determined through pre-consultation with the Town, a subsequent Site Plan Control application will be submitted for the subject lands to ensure that the proposed design change for the subject lands continues to be functional and compatible with the surrounding development, and to ensure adherence to the executed Subdivision Agreement over the lands. Through Site Plan Control, updated or revised studies will be provided to support servicing infrastructure needs on-site (3.2.1.2) and to the satisfaction of the approval authorities.

Simcoe Sub-area

Section 6.1 provides additional guidance for growth within the Simcoe Sub-area. It states that a significant portion of growth within the Simcoe Sub-area is to be directed to communities where development can be most effectively serviced, and where growth improves the opportunities for people to live, work, and play in their communities. It further notes that growth within the Simcoe Sub-area should make the best use of existing infrastructure by coordinating and optimizing planned infrastructure, including water and wastewater services. The proposal will facilitate growth within the Penetanguishene Settlement Area, where the development provides an optimization of planned infrastructure related to the Champlain Shores (Bay Moorings) subdivision.

Based on a review of the applicable policies, the proposal and associated development is in conformity with the Growth Plan.

5.3 OFFICIAL PLAN OF THE COUNTY OF SIMCOE (2023 CONSOLIDATION)



The County of Simcoe Official Plan (2023 Consolidation) provides policy context for land use planning taking into consideration the economic, social, and environmental impacts of land use and development decisions.

The Official Plan designates the subject lands as the ‘Settlements’ per Schedule 5.1 – Land Use Designations.

Growth Management Strategy

The County’s growth management strategy seeks to direct majority of growth to settlement areas, to support the efficient use of land and services. Section 3.1.1 further notes that growth within settlements and within the existing built boundaries shall be guided by intensification targets that can support the achievement of compact, transit-supportive communities. Section 3.1.4 of the County’s growth management strategy states that growth should also have regard for the development of a wide range of housing types and costs. In alignment with this growth management strategy, the proposal would support a more efficient use of land and services within the built-up area of the Penetanguishene Settlement Area, providing for additional multi-unit development within a registered plan of subdivision. The proposed density provides opportunities to support expansions to the Mid-Pen Transit service, thereby facilitating the achievement of transit-supportive communities.

Growth Management Framework

Section 3.2.8 states that planning applications are to provide for an appropriate range of housing types and densities to meet population projections and density targets. Through the proposed applications, the development would continue to provide for an appropriate range of housing types and densities. The proposed Zoning By-law Amendment would facilitate additional multi-unit housing in a compact form and with site specific considerations. Where the original land use permission for the subject lands contemplates accommodate a 36 unit

apartment building, an open space area, and a private recreation centre, the proposed ZBA contemplates removal of the open space area and private recreation centre to accommodate additional density and intensification on-site. The additional density will assist in the achievement of the Town of Penetanguishene intensification target of 40% and the County of Simcoe average intensification target of 32%. The additional density will also assist in meeting the 50% intensification target for the Town of Penetanguishene to the year 2051, as identified by SCOP OPA No. 7.

Settlements

Section 3.5 of the SCOP 2016 provides that it is an objective for 'Settlements' to develop a compact urban form that promotes the efficient use of land and efficient provision of water, sewer, transportation, and other services. Section 3.5.9 states that development may be approved in settlement areas in excess of what is needed to accommodate the forecasts in Table 1 of the SCOP 2016, provided the development contributes to the achievement of intensification targets, is on lands for urban uses, and can be serviced in accordance with applicable provincial plans and policies.

The proposed development adheres to the guiding policies for settlement areas. The proposal directs residential growth to the Penetanguishene Settlement Area, where development can support the vitality of the area and where lands are appropriately designated to support the proposed land uses (3.5.7). The proposal represents residential intensification on lands within a registered subdivision set to receive servicing through the expansion of municipal sewage and water services (3.5.16(c) & 3.5.20), thereby ensuring the efficient use of the existing and planned servicing infrastructure. The proposal will direct additional residential growth within the delineated built-up area, contributing to the achievement of the Town of Penetanguishene intensification target of 40% and the County of Simcoe average intensification target of 32% (3.5.25). The proposal accommodates the proposed higher density in a manner that is compatible with the adjacent residential uses to achieve the policy directive of this plan (3.5.30).

Infrastructure: Sewage and Water Services

Section 4.7 provides policies to promote the development of sewage and water service systems that facilitate the conservation and protection of ground and surface water quality and quantity, as well as natural heritage features and ecological functions. It states that full

municipal water and sewage services are the preferred method of servicing for settlement areas.

The proposed development will occur on full municipal water and sewage services, in order to serve growth within the delineated built up area in a manner that supports the achievement of the intensification targets of the County Official Plan (4.7.4, 4.7.11.ii, & 4.7.17). Subject to the approval of this application, an updated FSR and Stormwater Management Report will be submitted as part of Site Plan Control and to the satisfaction of the approval authority, to demonstrate adherence to the policies of Section 4.7, including the confirmation of sufficient reserve sewage and water system capacity (4.7.7.), demonstration of water conservation and water use efficiency (4.7.9), and confirmation that servicing can be provided in accordance with Provincial standards for drinking water and effluent quality (4.7.21).

Based on a review of the applicable policies, the proposal and associated development is in conformity with the County of Simcoe Official Plan.



5.4 TOWN OF PENETANGUISHENE OFFICIAL PLAN (2018)

The subject lands are designated ‘Mixed-Use and Commercial Area’ in the Town Official Plan, as per Schedule A. The lands are also identified as being within a ‘Site Specific Policy Area’, subject to Policy 4.4.3.1 of the Town Official Plan as per Schedule B1.

Goals and Objectives

Section 1.4.2 outlines the goals and objectives for the Town Official Plan. It states one of the objectives of the Plan is to increase access to different housing types in strategic areas of the Town to ensure that all residents can remain in the Town. Another objective is to optimize infrastructure by increasing opportunities for infilling and intensification. To meet these objectives, the proposed rezoning would facilitate additional multi-unit housing, which would support the provision of an underrepresented housing type and the development of a range and mix of

residential housing types, thereby encouraging residents at all stages of life to remain in the Town (1.4.2.2.a). The proposal would also result in the intensification of the site, thereby optimizing the use of infrastructure in the area (1.4.2.2.d). Overall, the proposed rezoning would support meeting the goals and objectives of the Town Plan.

Managing Growth

Section 2.0 reviews the Town's municipal growth strategy. Acknowledging that the Town is identified as a Primary Settlement Area, the Town's growth strategy is centred around accommodating for significant growth to 2031, while also ensuring that opportunities remain to enhance the Town as a destination and to protect the Town's natural heritage. Growth in the Town is intended to be focused within the Delineated Built Boundary through opportunities for intensification, infill, and redevelopment.

Section 2.1 speaks to the Town's Growth Projects. As it relates to intensification, the Town must plan to achieve a 40% intensification target, meaning that 40% of all new residential units (occurring annually) should be developed within the Delineated Built Boundary. Where the original land use permission for the subject lands contemplates accommodate a 36 unit apartment building, an open space area, and a private recreation centre, the proposed ZBA contemplates removal of the open space area and private recreation centre to accommodate additional density and intensification on-site. The additional density will assist in the achievement of the Town of Penetanguishene intensification target of 40%. Further to this, the additional density will also assist in meeting the 50% intensification target for the Town of Penetanguishene to the year 2051, as identified by SCOP OPA No. 7.

Section 2.2 provides further direction for intensification and, particularly, development within Strategic Growth Areas. Strategic Growth Areas are defined as lands within the Downtown and Waterfront Area, lands within a Mixed-use and Commercial Area, and lands generally serviced by transit or located along Major Roads; the subject lands are within a Mixed Use and Commercial area and are therefore defined as a Strategic Growth Area. Section 2.2 states that residential intensification within the Delineated Built Boundary will be accommodated while minimizing negative impacts on established Neighbourhood Areas. In consideration of the Neighbourhood Area on the east side of Fox Street, the proposal maintains a 5.5 metre building setback to Fox Street (2.2.2), greater than the required R3 zone setback.

Section 2.2 also provides that the Town shall consider application for infill development intensification, and redevelopment of sites and buildings based on the following criteria:

- a. the proposed development lands are appropriately suited for intensification based on the determination that the type and scale of development is appropriate and the effects of intensification have been mitigated including, but not limited to, consideration of transitional densities, built form, and land uses;

Comment: The subject lands have existing approvals for multi-unit housing through the existing site specific zoning. As such, it is understood that this built form and type of housing is appropriate for the lands. Through the proposed rezoning, an open space area and a private recreation centre are proposed to be removed to accommodate additional residential multi-unit housing on-site. To support transitional densities, and in consideration of the Neighbourhood Area on the east side of Fox Street, the proposal maintains a 5.5 metre building setback to Fox Street (2.2.2), greater than the required R3 zone setback. To further mitigate the effects of intensification, majority of parking has been proposed in the rear yard, to decrease the effect of parking on the streetscape along both Fox Street and Hope Street. No parking is proposed along Fox Street.

- b. the existing water, sanitary sewer services, and stormwater management facilities can accommodate the additional development;

Comment: The site, being part of a greater plan of subdivision, is registered to receive servicing through municipal water and sewage system. A subsequent Site Plan Control application will be submitted for the subject lands, to ensure that the proposed design change for the subject lands continues to be functional and compatible with the surrounding development and to ensure adherence to the executed Subdivision Agreement over the lands.

- c. the road network can accommodate the traffic generated;

Comment: It is anticipated that the revised concept for the subject lands will have no adverse impacts on the road network. The design maintains access through internal private roadways with no direct access to Fox Street. Notwithstanding,

through pre-consultation with the Town held on December 13, 2022, a Traffic Impact Study was not required to support the revised residential design for the site.

- d. the proposed development is consistent with the policies of the appropriate land use designation associated with the land;

Comment: It is understood that infill development and intensification is intended to be focused within the delineated built boundary and on lands identified as Strategic Growth Areas. Given the proposed rezoning provides for residential intensification within Strategic Growth Area lands (i.e., lands designated Mixed-use and Commercial Area), the proposal is consistent with the policies for the land use designation.

- e. the proposal respects and reinforces the existing physical character of the buildings, streetscapes and open space areas;

Comment: The approved Draft Plan of Subdivision over the subject lands currently facilitates residential development comprising of 28 single detached units, 21 townhouses, and 36 apartment units, for a total of 86 units. The subdivision development also contains a marina, recreational open space areas, and a water lot. Through the proposed rezoning, the residential unit count will increase to 138 by providing for 52 additional apartment units. The additional 52 apartment units will be located along the north end of subdivision where 36 apartment units are currently permitted, respecting and reinforcing the original design of the subdivision. Through the proposed rezoning, recreational open space areas, the marina, and a water lot will remain to maintain the balance of uses within the subdivision.

- f. the proposal is compatible with the surrounding development;

Comment: The subject lands have existing approvals for multi-unit housing through the existing site specific zoning. As such, it is understood that this built form and type of housing is appropriate for the lands and compatible with surrounding development.

- g. the proposal provides heights, massing and scale appropriate to the site and compatible with adjacent lands;

Comment: In consideration of the Neighbourhood Area on the east side of Fox Street, the proposal maintains a 5.5 metre building setback to Fox Street, greater

than the required R3 zone setback of 3.0 metres. Where the proposal seeks increased building height, it is anticipated that this height will be most evident along Hope Street (internal to the site) and that all efforts will be made to reduce the height or impact of height along Fox Street through Site Plan Control.

- h. the proposal provides adequate privacy, sunlight and sky views for existing and new residents;

Comment: The proposed rezoning would look to accommodate additional multi-unit housing on lands where permissions currently exist for multi-unit housing. By locating additional residential units on the subject lands, the proposal avoids direct impact on the surrounding residential lots and blocks. Efforts have been made to provide the required front and side yard setbacks in consideration of maintaining adequate privacy, sunlight, and sky views for existing and new residents.

- i. the proposal screens loading and service areas; and

Comment: Majority of parking has been proposed in the rear yard, to screen and decrease the effect of parking on the streetscape along both Fox Street and Hope Street. No parking is proposed along Fox Street.

- j. the proposal complies to the appropriate urban design and built form policies of this Plan.

Comment: A comprehensive review of the urban design and built form policies of the Town Official Plan is provided throughout this Report.

Community Design and Built Form

Section 3.1 provides policies to ensure safe and attractive neighbourhoods that contribute to the overall health of the Town. This section provides policies on built form, physical design, urban design, and streetscapes. It states that the Town shall promote efficient and cost-effective development design patterns that minimize land consumption. It further states that the Town shall ensure that new development is designed in keeping with the traditional character of the Town in a manner that both preserves the traditional community image and enhances sense of place within the Town. The proposed rezoning supports the intensification of the subject lands, thereby promoting efficient and cost-effective

development patterns (3.1.2.a). To ensure that the proposed development preserves the traditional community image and enhances sense of place, a review of the Town's Community Design Manual has been provided through this Report.

Community Improvement

Section 3.3 provides policies to support community improvement, rehabilitation, and revitalization. It is understood that as part of the Draft Plan Approval over the lands, a number of conditions were required to be met prior to registration to support community improvement, including but not limited to parkland dedication, the provision of Architecture Control Guidelines, the provision of a Streetscape and Landscaping Plan, and tree compensation.

Housing

Section 3.8 provides the Town Official Plan policies on housing. It states that it is a policy of the Town to encourage the development of a full range of housing types and size to respond to changes in household composition over time and support the diversification of the housing stock by encouraging a mix of unit sizes to accommodate both family households and an increasing number of non-family and seasonal dwelling units. It further states that in an effort to encourage attainable housing, the Town shall support increased residential densities in appropriate locations and a full range of housing types, adequate land supply, redevelopment and residential intensification, where practical. The proposed rezoning will facilitate the development of additional apartment units within the subject lands, which will contribute to the full range of housing types and sizes and encourage diversification of the housing stock (3.8.1.4 & 3.8.1.5). In consideration of an aging population, these apartment units support the increasing number of non-family households and can cater to those interested in seasonal dwelling units as well (3.8.1.5.b). In alignment with the Town efforts to encourage attainable housing, the proposed rezoning will reduce per unit land costs which has a large bearing on the ability to provide attainable housing (3.8.2.2.a). Overall, the proposal seeks to provide housing that will support meeting the needs of both current and future residents.

Mixed Use and Commercial Areas

Section 4.4 outlines policies for development within the 'Mixed Use & Commercial Areas' designation. This 4.4.1 states that residential uses, including high density residential uses

(including both low-rise (above 3 storeys) and mid-rise (above 5 storeys) apartment buildings), are permitted uses within the 'Mixed Use & Commercial Areas' designation.

Section 4.4.2 provides the land use and built form polices for 'Mixed Use & Commercial Areas' designation, as follows:

1. The height, massing, orientation and layout of buildings shall reinforce the character of the adjacent streets, the corridor, and utilize a high-level of design.

Comment: The subject lands have existing approvals for multi-unit housing through the existing site specific zoning. As such, it is understood that this built form and type of housing is appropriate for the lands and compatible with surrounding development. Where the proposal seeks increased building height, it is anticipated that this height will be most evident along Hope Street (internal to the site) and that all efforts will be made to reduce the height or impact of height along Fox Street through Site Plan Control.

2. The form and design of new development shall complement any significant natural features such as river valleys, ravines, wooded areas and parklands that form part of, or are located adjacent to, the site.

Comment: No significant natural features about the site.

3. To the extent feasible, existing trees of desirable species shall be retained and incorporated into the landscaping plans for new development.

Comment: As part of the original Draft Plan Approval for the lands, a Streetscape and Landscaping Plan and Tree Compensation Schedule were required to be completed.

4. To the extent feasible, new development shall minimize the obstruction of views of natural features and landmarks.

Comment: The proposal will not obstruct views of natural features or landmarks.

5. Emphasis shall be placed on the promotion of a high standard of design for new buildings.

Comment: To promote a high standard of design for the new buildings, a review of the Town's Community Design Manual has been completed as part of this Report.

6. The relocation or replacement of incompatible land uses and the redevelopment of derelict properties shall be encouraged.

Comment: Incompatible land uses are not found on-site.

7. A coordinated approach shall be taken to the planning and design of streetscape improvements along and in proximity to the corridor, including the upgrading of building facades, signage, sidewalks, lighting, parking areas and landscaping.

Comment: As part of the original Draft Plan Approval for the lands, a Streetscape and Landscaping Plan was required to address street furniture and signs, boulevard edges, and landscaping of the boulevard.

8. In pedestrian traffic areas, new development shall include street oriented features that provide for the enhancement of the pedestrian environment, such as canopies, awnings, street furniture, landscaped setbacks and sitting areas.

Comment: As part of the original Draft Plan Approval for the lands, a Streetscape and Landscaping Plan was required to address street furniture and signs, boulevard edges, and landscaping of the boulevard.

9. The design and positioning of new buildings shall have regard for the impact of the proposed development on year-round sunlight conditions on adjacent properties and streets. In reviewing proposed developments, access to sunlight for adjacent properties shall be maximized to enhance the potential for energy conservation and the amenity of nearby and adjacent Neighbourhood Areas and open space areas, such as parkettes and outdoor plazas.

Comment: Efforts have been made to provide the required front and side yard setbacks in consideration of maintaining adequate privacy, sunlight, and sky views for existing and new residents. In consideration of the Neighbourhood Area on the east side of Fox Street, the proposal maintains a 5.5 metre building setback to Fox Street, greater than the required R3 zone setback of 3.0 metres.

10. Landscaping shall be used to conserve energy and water, enhance the appearance of building setback and yard areas, contribute to the blending of new and existing development and screen parking, loading, garbage and service facilities from adjacent properties and streets.

Comment: As part of the original Draft Plan Approval for the lands, a Streetscape and Landscaping Plan was required to address street furniture and signs, boulevard edges, and landscaping of the boulevard. Further to this, Architectural Control Guidelines were required to address considerations for site access and parking, landscaping, utilities, screening, and lighting.

11. Where a proposed development consists of a grouping of buildings, or within an existing grouping of buildings, the buildings shall be positioned in a way to define functional and secure pedestrian spaces and be oriented to the local street.

Comment: Through the proposed rezoning, Hope Street will be identified as the front lot line, thereby orienting and positioning new buildings to Hope Street.

12. The design of new buildings shall be accessible to handicapped persons and older persons.

Comment: The design of new buildings will meet accessibility standards, to be reviewed through Building Permit.

13. Parking and loading facilities and driveways shall be located and designed to facilitate manoeuvrability on site, between adjacent sites where appropriate, and to reduce the traffic flow disruption resulting from turning movements to and from the property. The consolidation of access points to the street shall be encouraged.

Comment: One (1) primary vehicular access point is provided to Hope Street, thereby reducing turning movement onto Hope Street. Two additional vehicular access points (one for each building) are provided to support pick-up/drop-offs and accessible parking near the building entrances. To reduce traffic flow disruption on Fox Street, no direct access is provided from the development onto Fox Street. Parking areas have been designed to facilitate appropriate turning movement in accordance with engineering design standards.

14. To the extent feasible, the design and positioning of new buildings shall minimize the loss of privacy for adjacent residential properties.

Comment: There are no adjacent residential properties to the proposed development.

15. Where residential development is affected by adverse noise conditions, the use of urban design features such as building orientation, location of outdoor open space relative to the noise sources and noise attenuation measures shall be encouraged subject to Section 4.6.9.2 of this Plan.

Comment: The proposed residential development is not affected by adverse noise conditions.

16. To encourage the reduction, re-use and recycling of waste, new development shall incorporate waste handling, composting and recycling facilities into their site design.

Comment: Waste handling, composing, and recycling facilities will be included in the site design. It is intended for this development to be serviced by private waste collection.

17. New developments shall be designed to minimize energy and water use and where feasible, to provide for the conservation of building materials through reuse, recycling and renovation.

Comment: The design of new buildings will work to minimize energy and water use, where feasible, to be reviewed through Building Permit.

The lands form part of a 'Site Specific Policy Area', subject to Policy 4.4.3.1 of the Town Official Plan. Policy 4.4.3.1 subjects new development to Sections 4.3.1 and 4.3.2 of the Town Official Plan. Section 4.3.1 states that high density residential uses, including mid-rise apartment buildings above 4-storeys are permitted. Section 4.3.2 provides land use and built-form policies, providing that new developments: shall generally not exceed 5-storeys; shall provide on-site recreational facilities or amenities such as private open space, and shall be compatible with and integrated with the surrounding area.

Infrastructure

Section 5.0 of the Town Official Plan provides policies on infrastructure development, including the road network, complete streets design, parking, active transportation network, transit network, water services, wastewater services, stormwater services, waste management, and utilities. As discussed through this Report, the proposed rezoning looks to provide residential intensification on lands within a registered subdivision with existing supporting infrastructure and on lands that are set to receive servicing through the expansion of municipal sewage and water services. As determined through pre-consultation with the Town, a subsequent Site Plan Control application will be submitted for the subject lands to ensure that the proposed design change for the subject lands continues to be functional and compatible with the surrounding development, with no adverse impacts on the Town infrastructure.

Through a review of the applicable policies noted above, the proposed development demonstrates conformity to the intent and policies of the Town of Penetanguishene Official Plan.



5.5 TOWN OF PENETANGUISHENE COMMUNITY DESIGN MANUAL (2014)

The Penetanguishene Community Design Manual (PCDM) intends to direct the design of development within the Town to support community well-being and maintained community character.

Site Character & Context

The standards within this section of the PCDM directs design to accommodate for and/or preserve the natural features and functions of the site. There are no natural heritage features or significant site features on or in relation to the subject lands. Where development should be configured to the natural topography of the site, it is understood that the subject lands are part of a greater plan of subdivision with a pre-servicing agreement in place for site preparation and grading to the satisfaction of the Town. Furthermore, a subsequent Site Plan Control application will be submitted for the subject lands to ensure that the proposed design change for the subject lands is accommodated through site alteration and grading to the satisfaction of the Town.

Blocks & Streets

The standards within this section of the PCDM directs the design of blocks and large development footprints to support balance and cohesion with the existing community and to support effective transportation networks, including pedestrian networks. Through the Draft Plan Approval, the subject lands were divided into Blocks 9, 10 and 11 on Plan 51M-1234, originally intended to accommodate a 36 unit apartment building (Block 9), an open space area (Block 10), and a private recreation centre (Block 11). Through the proposed redesign of the site, Blocks 9, 10, and 11 will instead accommodate two (2) 44-unit apartment buildings. While Blocks 9, 10, and 11 will be reviewed as one development block for the purposes of the proposed rezoning, the whole development footprint will not exceed 400m in length in adherence to the standards of this section, with the development footprint demonstrating approximately 145.0 metres in length. Furthermore, it is understood that

through a subsequent Site Plan Control Application, the site design will be reviewed to ensure support for pedestrian networks. The proposed rezoning will not impact the existing street pattern.

Subdivisions & Lots

The standards within this section of the PCDM guide subdivision layouts with the intent of supporting appropriate development patterns, walkable blocks, and an interconnected and human-scaled network. The subject lands are part of a greater plan of subdivision. The proposed rezoning does not seek to affect the subdivision layout, maintaining the existing lots, blocks, and street configuration. While the proposed rezoning will look to remove an open space area and a private recreation centre, to be replaced with additional housing, additional recreational open space areas, the marina, and a water lot will remain to maintain the balance of uses within the subdivision.

Site Layout & Buildings

The standards within this section of the PCDM are intended to facilitate the arrangement and integration of uses to facilitate highly liveable design and positive relationships with the public realm. Through the proposed rezoning, Hope Street would be defined as the front lot line allowing the proposed buildings to be oriented internally to the subdivision along the private streets. Where the buildings are intended to be positioned behind the front setback line, this is to provide additional landscaped areas along the streetscape as well as provide pick-up/drop-off areas and accessible parking areas at the front building entrances.

Surface parking is predominantly situated behind the buildings and out of sight from the streetscape; additional parking is provided in at-grade covered parking garages underneath the buildings. One (1) primary vehicular access point is proposed for the development, to be shared between the two buildings to reduce turning movement onto Hope Street and reduced impact to pedestrian movement. Two additional vehicular access points (one for each building) are provided to support pick-up/drop-offs and accessible parking near the building entrances. It is intended that the covered parking structure will be integrated into the design of building to provide visual interest along the street frontage.

Outdoor amenity space is provided in the form of shared private open spaces areas and shared private recreation areas that form part of the common elements condominium

registered over the lands. Further to this, the lands are in close proximity to Huronia Public Park and Discovery Harbour to the north, providing additional open space and recreational opportunities. To support the registration of the subdivision over the lands, a Streetscape and Landscaping Plan was required to address considerations for street furniture and signage, boulevard edges, and landscaping of the boulevard to support a safe and attractive streetscape and public realm.

Where the proposal seeks increased building height, it is anticipated that this height will be most evident along Hope Street (internal to the site) and that all efforts will be made to reduce the height or impact of height along Fox Street through Site Plan Control, including opportunities for stepping, landscape screening, or building articulation to break up the impact of massing from the streetscape. The proposed multi-unit apartment will take on a slab massing form, where access to units will be provided from a common central lobby with the entrance facing Hope Street.

Active Transportation

The standards within this section of the PCDM seek to elevate the needs of pedestrians, cyclists, and mass transit to support a state of balance with vehicular transportation modes. Through the proposed rezoning, the development is conceptualized to provide an internal sidewalk network that would facilitate pedestrian movement between buildings, parking areas, and building entrances. The internal sidewalk network is intended to provide connections to the external sidewalk network within the subdivision. To support the registration of the subdivision over the lands, a Streetscape and Landscaping Plan was required to address considerations for street furniture and signage, boulevard edges, and landscaping of the boulevard, contributing to a safe and attractive pedestrian realm.

Landscaping & Public Spaces

The standards within this section of the PCDM direct the design of landscaping and public spaces to support safe, attractive, and environmentally sensitive development. A Streetscape and Landscaping Plan was required for the development of subdivision, to consider items such as street furniture and signage, boulevard edges, and landscaping of the boulevard. In addition to this, it is understood that a separate landscaping plan will be

prepared for the proposed development to support screening, buffering, and to provide visual interest to the project and streetscape. Enhanced planting will be contemplated for the north parking area to screen parking and mitigate any adverse impacts.

6.0 CONCLUSION

The purpose of these applications is to obtain approval for a Zoning By-law Amendment to facilitate the development of Blocks 9, 10 and 11 on Plan 51M-1234, and municipally known as 200 Fox Street in the Town of Penetanguishene. The proposed development has been designed based on the applicable planning policies, and the guidance and demand established for new residential development within the regional market area. The applications will increase the overall residential density of the site from the current 36 unit approval, providing much needed new housing opportunities within the community. The proposed intensification of the site serves to support achievement of Provincial and County mandated intensification targets.

The proposed rezoning is intended to facilitate the development of two (2) apartment buildings, providing a total of 88 residential units. The Zoning Bylaw Amendment is required to facilitate the proposed redesign of the site and implement the required site specific zone provisions.

It is my professional planning opinion that the following Zoning By-Law Amendment application demonstrates consistency with, and conformity to, applicable Provincial, County, and Municipal planning policies and principles. It is my professional opinion that the proposed development represents good planning.

Respectfully submitted,

Innovative Planning Solutions



Darren Vella, MCIP, RPP
President & Director of Planning



Karla Tamayo, M.Pl.
Senior Planner

**APPENDIX 1:
ZONING BY-LAW AMENDMENT (ZBL 2020-11) AND
DRAFT PLAN OF SUBDIVISION (PEN-SUB-2019-01)**



**CORPORATION OF THE TOWN OF PENETANGUISHENE
BY-LAW NUMBER 2020-11**

**Being a By-law to Amend Zoning By-law 2000-02 as amended of the Corporation
of the Town of Penetanguishene (176 and 200 Fox Street)**

WHEREAS pursuant to Section 34 of the Planning Act, R.S.O. 1990, Chapter P.13, as amended, the Council of the Town of Penetanguishene passed Zoning By-law 2000-02 as amended;

AND WHEREAS the Council of The Corporation of the Town of Penetanguishene has received an application to amend Zoning By-law 2000-02 and has approved the application;

AND WHEREAS a Public Meeting has been held in accordance with the Planning Act, R.S.O. 1990, to provide information to enable the public to understand generally the purpose and effect of the amendments being proposed;

AND WHEREAS the Council of The Corporation of the Town of Penetanguishene deems it appropriate to amend Zoning By-law 2000-02, pursuant to the authority given to it under Section 34 of the *Planning Act*, R.S.O. 1990;

NOW THEREFORE the Council of The Corporation of the Town of Penetanguishene hereby enacts as follows:

1. That Schedule 'A' to By-law 2000-02, as amended, is hereby further amended by zoning a portion of the lands shown on Schedule "1" attached hereto and forming part of this By-law composed of Part of Lot 114, and all of Lots 115 to 120 (inclusive) and Part of Oxford Street and Part of Cambridge Street and all of Church Lot on the West Side of Fox Street and Part of the Waterlot in front of Lots 114 to 120 (inclusive) and Oxford Street, and Cambridge Street and Church Lot, Registered Plan 70 and Part of the bed of Georgian Bay, shall be rezoned from Commercial Marine One (CM1-1) Zone to Residential Third Density Exception (R3-16) Zone, Residential Third Density Exception (R3-17) Zone, Residential Multiple Density Exception Zone (RM-4) Zone, Open Space Exception with Holding "H" Symbol (OS-6-H) Zone and Open Space Exception (OS-7) Zone.
2. That Subsection 5.3.12 (R3 – ZONE EXCEPTIONS) of By-law 2000-02 as amended is hereby further amended by the addition of a new Subsection 5.3.12.16 which shall read as follows:

"5.3.12.16 R3-16

Notwithstanding the permitted uses under 5.3.1 and the zone regulations under 5.3.8 the lands zoned "R3-16" shall only permit Single Detached Dwellings and the follow shall apply:

- | | |
|--------------------------|-------------------|
| (a) Minimum Lot Frontage | 12 metres |
| (b) Minimum Lot Area | 360 square metres |

- (c) Maximum Lot Coverage 40%
- (d) Minimum Yard Requirements
 - a. Minimum Front Yard 4.0 metres
 - b. Minimum Side Yard 1.2 metres
 - c. Minimum Exterior Side Yard 3.0 metres
 - d. Minimum Rear Yard 6.0 metres
 - e. Minimum Rear Yard (from shorewall) 20.5 metres
- (e) Maximum Height 8.0 metres

3. That Subsection 5.3.12 (R3 – ZONE EXCEPTIONS) of By-law 2000-02 as amended is hereby further amended by the addition of a new Subsection 5.3.12.17 which shall read as follows:

“5.3.12.17 R3-17

Notwithstanding the zone regulations under 5.3.5 for Row House Dwellings, the lands zoned “R3-17” the following shall apply:

- (a) Minimum Lot Frontage 7.5 metres
- (b) Minimum Lot Area 225 square metres
- (c) Maximum Lot Coverage 50%
- (d) Minimum Yard Requirements
 - a. Minimum Front Yard 4.0 metres (to Fox Street)
 - b. Minimum Side Yard 1.2 metres
 - c. Minimum Exterior Side Yard 3.0 metres
 - d. Minimum Rear Yard 6.0 metres (to internal Street)
- (e) Maximum Height 8.0 metres

4. That Subsection 5.4.5 (RM – ZONE EXCEPTIONS) of By-law 2000-02 as amended is hereby further amended by the addition of a new Subsection 5.4.5.4 which shall read as follows:

“5.4.5.4 RM-4

Notwithstanding the zone regulations under 5.4.1 for Apartment Dwellings the lands zoned “RM-4” following shall apply:

- (a) Minimum Lot Frontage 30 metres
- (b) Minimum Lot Area 3,500 square metres
- (c) Maximum Lot Coverage 40%
- (d) Minimum Yard Requirements
 - a. Minimum Front Yard 4.0 metres
 - b. Minimum Side Yard 3.0 metres
 - c. Minimum Exterior Side Yard 3.0 metres
 - d. Minimum Rear Yard 20.0 metres
- (e) Maximum Height 14.0 metres
- (f) Maximum Density 36 units

5. That Subsection 10.1.3 (OS – ZONE EXCEPTIONS) of By-law 2000-02 as amended is hereby further amended by the addition of a new Subsection 10.1.3.5 which shall read as follows:

“10.1.3.5 OS-6

Notwithstanding the Uses Permitted by Subsection 10.1.1 of this By-law, the lands zoned “OS-6” on Schedule “A” to this By-law shall also permit a Private Recreation Facility. Further, the following zone regulations shall apply:

(a) Maximum Gross Floor Area	500 square metres
(b) Maximum Lot Coverage	25%
(c) Minimum Yard Requirements	
a. Minimum Front Yard	6.0 metres
b. Minimum Side Yard	6.0 metres
c. Minimum Exterior Side Yard	6.0 metres
d. Minimum Rear Yard	6.0 metres
(d) Maximum Height	8.0 metres
(e) Parking	1 space per 3 persons of occupancy

6. That Subsection 10.1.3 (OS – ZONE EXCEPTIONS) of By-law 2000-02 as amended is hereby further amended by the addition of a new Subsection 10.1.3.6 which shall read as follows:

“10.1.3.6 OS-7

Notwithstanding the Uses Permitted by Subsection 10.1.1 of this By-law, the lands “OS-7” shall only permit a Private Park.”

7. That Subsection 6.3.4 CM1 Zone Exceptions be hereby deleted in its entirety and replaced with a new Subsection “CM1-1” which shall read as follows:

“Notwithstanding Subsection 6.3.2 (CM1 Zone Regulations) the lands zoned “CM1-1” on Schedule “A” to this By-law the following shall apply:

(a) Minimum Lot Frontage	103.0 metres
(b) Minimum Lot Area	7,400 square metres
(c) Maximum Lot Coverage	30%
(d) Minimum Yard Requirements	
a. Minimum Front Yard	13.0 metres
b. Minimum Side Yard	8.5 metres
c. Minimum Rear Yard	12.0 metres

8. That Subsection 3.37 (HOLDING (H) SYMBOL) of By-law 2000-02 as amended is hereby further amended by the addition of a new Subsection 3.37.2 which shall read as follows:

“For the lands composed zoned Open Space Exception 6 “OS-6” zone, the requirement for the removal of the Holding “H” Symbol shall be:

1. The approval of a Site Plan and Site Plan Agreement, pursuant to Section 41 of the Planning Act.”

9. That Subsection 13.1.3 (LS – ZONE EXCEPTIONS) of By-law 2000-02 as amended is hereby amended by the addition of a new Subsection 13.1.3.1 which shall read as follows:

“13.1.3.16 LS-1

Notwithstanding the Uses Permitted by Subsection 13.1.1 of this By-law, the lands “LS-1” shall also permit a Marina”

10. Notwithstanding the Permitted Uses under Subsection 5.3.1 any lands shown on Schedule “A” to this By-law shall also permit a Model Home in accordance with the following:

- a. The land on which the model home is to be constructed has received draft plan approval under the provisions of the *Planning Act*.
- b. That a Subdivision Agreement and/or a Model Home Agreement has been executed.
- c. That the building shall be used for the purpose of a model home only and shall not be occupied as a dwelling unit prior to the date of the registration of the plan of subdivision.
- d. That the building shall comply with the zoning regulations of the by-law as though the units were constructed on the lot within the future plan of subdivision.
- e. That the model home shall not be located further than 90 metres from a public street and/or a fire hydrant.
- f. That the Model Home has received Site Plan Approval and a Site Plan Agreement has been executed.

11. Notwithstanding any provisions to the contrary, a private road established under a Common Elements Condominium in accordance with the *Condominium Act*, shall also be deemed to be Public Street in accordance with the definition of a Public Street or Improved Public Street for any lands shown on Schedule “A” to this By-law.

12. All other provisions of By-law 2000-02 as amended remain in full force and effect.

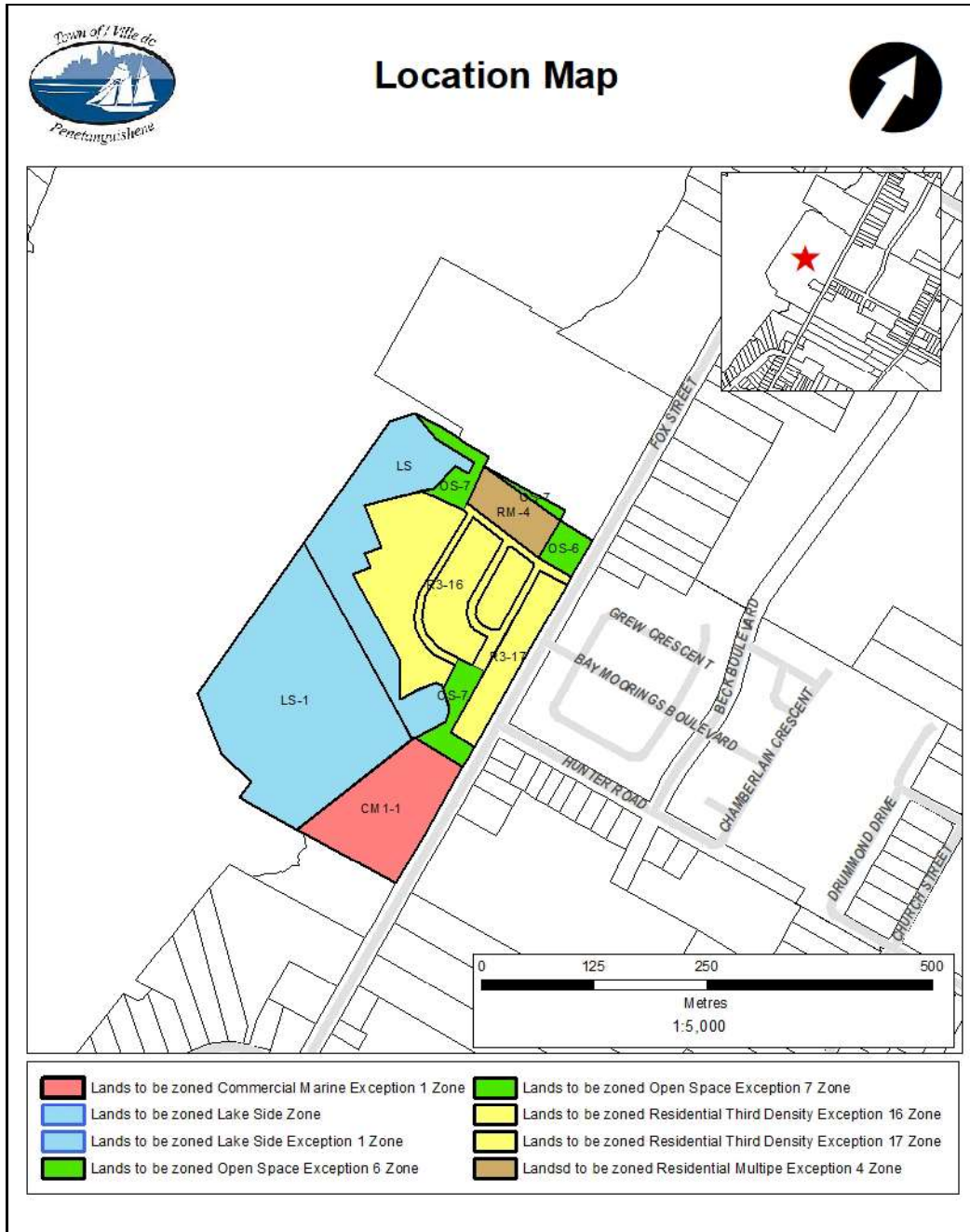
13. This By-law shall take effect and come into force pursuant to the provisions and regulations made under the *Planning Act*, R.S.O. 1990, chapter P.13, as amended.

BY-LAW read a first, second and third time and finally passed by Council this 11th day of March, 2020.

MAYOR Doug Leroux

CLERK Stacey Cooper

**Schedule 1
To By-law 2020-11**



Applicant	Bay Moorings Marina Holdings GP Inc., Bay Moorings Marina Holdings Limited Partnership and 2607260 Ontario Inc.	Date of Decision	March 11, 2020
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The conditions to final plan approval for registration of this subdivision, File No. PEN SUB-2019-01 are as follows:

No. CONDITIONS

1. General

1.1 This approval applies to the draft plan of subdivision prepared by Rodney G. Reynolds, identified as File: 18-132 and dated February 5, 2020, which shows eleven Blocks (Blocks A to Block K) including:

- Blocks A, B and C for development of a combined maximum of 28 Single Detached Dwellings;
- Blocks E for development of a combined maximum of 20 townhouse units;
- Block I for a maximum of 38 Apartment Units;
- Block F and G for a Marina, whereas Block G is a Water lot;
- Block K for a Private Recreational Centre;
- Block J for Open Space;
- Block D and H for roads, parking, Open Space and a Water lot in the form of a Common Element Condominium; and

1.2 This draft approval shall apply for a period of five (5) years from the date March 11, 2020, and shall accordingly lapse on March 11, 2025 unless extended by the Town upon application by the Owner.

1.3 Prior to final approval, it shall be confirmed that zoning which permits the development

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proposed on the Block or Blocks is in effect.

- 1.4 Prior to final approval, the Owner shall enter into a subdivision agreement with the Town, and which agreement shall be registered on title the subject lands, and wherein the owner agrees to satisfy all requirements, financial or otherwise of the Town including but not limited to those identified in the applicable conditions that follow. Such subdivision agreement shall, among other things, require that all works required to be constructed shall be at no cost to the Town.
 - 1.5 The Plan of Subdivision may be registered in phases and these conditions apply to final approval of any phase of the Plan of Subdivision. Should the Owner wish to phase this Plan, it shall prepare a Phasing Plan to the satisfaction of the Town setting out the proposed phasing and providing such details concerning the proposed temporary or interim works to facilitate the proposed phasing.
2. Roads and Traffic
 - 2.1 Prior to final approval, the private roads to be located on Block D, shall be named, to the satisfaction of the Town, in accordance with the Town of Penetanguishene Street Naming Policy and that a municipal addressing plan shall be issued by the Town of Penetanguishene.
 - 2.2 Prior to final approval, provisions for emergency access routes shall be addressed to the satisfaction of the Town.
 3. Construction
 - 3.1 Prior to final approval, the Owner shall prepare a Construction Staging and Parking Area

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Plan and a Construction Activity Mitigation Plan to the satisfaction of the Town in consultation with any affected authorities. Such Plans shall include a temporary construction entrance onto Fox Street in general conformance with WMI & Associates Report. The Plans and the requirements thereof shall be incorporated in the Subdivision Agreement.

4 Stormwater Management

- 4.1 Prior to final approval, the Owner shall submit an updated Stormwater Management Report and Plan to the satisfaction of the Town. Such Report and Plan must be prepared in accordance with the MOE Stormwater Management Planning and Design Manual (MOE 2003 or as updated) and the Stormwater Management Report by WMI & Associates dated February 2019. The Owner shall be required to implement all works as recommended in the updated SWM Report and Plan approved by the Town and such plans/required works shall be incorporated in the subdivision agreement.
- 4.2 Prior to final approval, the Owner shall submit a Sediment and Erosion Control Plan to the satisfaction of the Town. Such Plan shall be prepared in accordance with the MOE Stormwater Management Planning and Design Manual (MOE 2003 or as updated) and the Stormwater Management Report by WMI & Associates. The Owner shall be required to implement all works as recommended in the Sediment and Erosion Control Plan approved by the Town and such plans/required works shall be incorporated in the subdivision agreement.
- 4.3 That prior to final approval, the Owner shall prepare a Salt Management Plan to the satisfaction of the Town. The Owner shall be required to implement all works recommended in the Salt Management Plan as approved by the Town and such plans/requirements shall be incorporated in the subdivision agreement

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5. Excess Soils

5.1 Prior to final approval the Owner shall prepare an Excess Soils and Materials Management Plan, addressing but not limited to how excess soils, rock and other excavated materials will be used, managed and disposed of during the development of the entire subdivision, to the satisfaction of the Town. The Plan and the requirements thereof, as approved by the Town, shall be incorporated in the Subdivision Agreement

6. Natural Heritage Features

6.1 The required subdivision agreement shall include provisions addressing:

- a) Dewatering - if dewatering is required, a qualified ecologist shall be retained by the Owner to assess the impacts to natural heritage features and functions and develop mitigation measures to address impacts. Monitoring of dewatering operations shall occur throughout construction to ensure water is free of fines before entering retained lands.
- b) vegetation removal, building demolition and site alteration - such activities shall occur outside of the active Barn Swallow and Species at Risk bat breeding/roosting/nesting season, and Migratory Bird nesting window (April 1st to October 31st). If the work schedule requires that building demolition and site alteration be completed during the active season, screening by an ecologist with knowledge of bird and bat species present in the area shall be undertaken to confirm if works can proceed without contravention of the Endangered Species Act or Migratory Birds Convention Act. If evidence of Barn Swallow, Bats or Migratory Birds is confirmed, demolition will be postponed until the end of the active season or as otherwise complies with the respective Act.

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- 6.2 Prior to construction, a qualified herpetologist shall search for habitat suitability and evidence of Species at Risk snakes within the area to be disturbed to confirm if works can proceed without contravention of the Endangered Species Act and/or Species at Risk Act.
- 6.3 If deemed necessary, the Owner shall install and maintain wildlife exclusion fencing (for turtles and/or snakes). Turtle nesting season extends from May 15 to September 30 and turtle overwintering season extends from October 1 to March 30.
- 6.4 Prior to final approval, the Owner shall submit a Tree Compensation Schedule in accordance with the report prepared by Horton Forestry Services dated June 11, 2018, to the satisfaction of the Town. Such Schedule shall detail the replacement and enhancement planting or replacement value for any trees to be removed based on the following:
- i) trees between 20 cm and 40 cm diameter at breast height (DBH) shall be replaced at a value of 2:1;
 - ii) all trees over 40 cm DBH shall be replaced at a value of 3:1;
 - iii) where the site does not permit a 2:1 or 3:1 replacement as provided for in subsections i) and/or ii) above the Town will require the Owner to provide or pay for tree planting on an alternative site, the effect of which is to address any shortfall.

The Owner shall be required to implement the Compensation Schedule approved by the Town and such Compensation Schedule shall be incorporated in the subdivision agreement.

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7. Shoreline Hazards

7.1 The required subdivision agreement shall include provisions addressing:

- a) construction of shoreline structures – any required works to address erosion and flooding hazards shall be in accordance with the recommendations contained with the Shoreline Natural Hazards and Conditions report prepared by Shoreplan and dated November 2018. Prior to construction, the Owner shall contact the Ministry of Natural Resources and Forestry (MNR) to determine the permissible in-water timing window and shall abide by this window for all works carried out in water. The Owner shall retain a qualified environmental professional to ensure appropriate protocols are applied, and applicable permits for relocating fish are obtained from the MNR local office and to capture any fish trapped within an isolated/enclosed area at the worksite and safely relocate them to an appropriate location in the same waters. Existing fisheries data shall be collected for the study area, and/or fisheries investigations shall be completed for the study area, to allow for sufficient data to permit appropriate decisions to be made on the detailed design. Review and discuss the associated works with the approval authorities including, MECP; if required, and the Department of Fisheries and Oceans (DFO) and address concerns expressed with respect to lake in-filling, temporary and permanent siltation control, erosion control, fish habitat improvements, construction phasing and methodology. Prepare and submit all necessary applications/reports to MECP (if required) and the Department of Fisheries and Oceans Canada to obtain endorsement (i.e. permits/authorizations) of the detailed design from these government authorities and consult with them to address potential concerns and questions.
- b) access for regular and routine maintenance of the shoreline structures - in accordance with the recommendations contained with the Shoreline Natural Hazards and Conditions report prepared by Shoreplan, dated November 2018.

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- c) provisions requiring the Owner to include clauses in all agreements of purchase and sale involving lands within the Plan of Subdivision, advising prospective purchasers of the following:

“Penetang Harbour and Georgian Bay is subject to fluctuations in lake levels. The subdivision has installed shoreline structures to protect the land from erosion and flooding that may occur with the changes in lake level. The shoreline structures have been designed specifically for protection of land and property and cannot be altered or changed without approval by the Town of Penetanguishene. Additionally, no structures shall be constructed within 20.5 metres of the engineered shoreline.”

8. Community Design

- 8.1 Prior to final approval, the Owner agrees to have prepared Architectural Control Guidelines to the Town’s satisfaction including but not limited to site context, street and block pattern, building placement and orientation, site services, access and parking, fit and transition, facing distances and setbacks, primary entrances, private outdoor amenity areas, relationship to grade and street, landscaping, utilities, lighting, and architectural design and materials. Such Guidelines, as approved by the Town and the implementation measures, shall be incorporated in the subdivision agreement.
- 8.2 Prior to final approval, the Owner shall provide a Streetscape and Landscaping Plan to the satisfaction of the Town, which Plan shall address street furniture and signs, boulevard edges, and landscaping of the boulevard. The Subdivision Agreement shall contain provisions wherein the Owner agrees to satisfy the Town’s landscaping requirements and to implement the recommendation of the approved Streetscape and

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Landscaping Plan and to complete the approved landscaping at no cost to the Town.

9. Parks

9.1 Prior to final approval, the owner shall pay to the Town Cash in Lieu of the parkland dedication requirements under of Section 51.1 of the *Planning Act*. The cash in lieu of parkland dedication shall be based on an appraisal conducted by a Certified by the Appraisal Institute of Canada and accepted by the Town.

10. Services

10.1 Prior to final approval of the draft plan, the Owner shall prepare to the Town's satisfaction, a Functional Servicing Report to determine the infrastructure necessary to provide all required services to the Plan of Subdivision.

10.2 Prior to final approval the Owner shall prepare, to the satisfaction of the Town, detailed engineering drawings which shall include, but not be limited to grading control plans, plan and profile drawings of all underground and aboveground services, general plans, drainage plans, composite utility plans, stormwater management detail plans, etc. Such approved engineering drawings and specifications shall be incorporated in the subdivision agreement.

10.3 The subdivision agreement shall include provisions requiring the owner to construct all services reference in condition 10.2 including without limitation, roads, bicycle lanes, curbs, gutters, sidewalks (in accordance with the applicable Town standards or alternative standards as approved), underground and above ground services and facilities, street lights, street signs, utilities, stormwater management facilities, etc., to the satisfaction of and at no cost to the Town.

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- 10.3 The subdivision agreement shall include clauses advising that building permits will not be available for any lands within Plan of Subdivision until the Chief Building Official has been advised by Director of Emergency Services (Fire Chief) and Emergency Management that there is an adequate water supply within the Plan of Subdivision for firefighting operations and acceptable access for firefighting equipment.
- 10.4 Prior to final approval it shall be confirmed that water supply and sewage servicing capacity for the Plan of Subdivision exists and that the Town has allocated sufficient capacity for the development thereof.
11. Utilities & Easements
- 11.1 That all easements required for servicing and utility purposes shall be granted to the Town or other appropriate utility or authority as required. The specific requirements thereof and timing of the registration of the easements shall be addressed in the subdivision agreement.
- 11.2 The subdivision agreement shall include provisions requiring that all electricity supply, telephone, gas and television cable services, and any other forms of telecommunication require to service the Plan of Subdivision shall be constructed at no cost to the Town. Such services shall be require to be underground facilities within the public road allowances or within appropriate easements which shall be shown on Composite Utility Plan, to the satisfaction of the Town and authorized agencies and utilities.
- 11.3 The Owner shall facilitate the construction of Canada Post facilities at locations and in manners agreeable to the Town in consultation with Canada Post at no cost to the Town. Where such facilities are to be located within public right-of-ways they shall be approved

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on the Composite Utility Plan and be in accordance with the Town standards or alternative standards as determined by the Town. Standard Community Mailbox installations are to be done by Canada Post at locations approved by the Town and shown on the Composite Utility Plan. Should the Owner propose an enhanced Community Mailbox installation, any costs over and above the standard installation shall be borne by the Owner, and be subject to approval of the Town in consultation with Canada Post.

- 11.4 The Owner shall include a 5.0 metre maintenance access easement on Block A in accordance with the requirements of the Shoreline Natural Hazards and Conditions report prepared by Shoreplan and dated November 2018. The maintenance easement shall be to the benefit of the Condominium Corporation and that a reserve fund shall be established to ensure the financial viability of any maintenance work, routine or otherwise. All future owners of Block A shall be made aware of the maintenance easement and restrictions on the construction of structures within the 20.5 metre setback from the shoreline.

12. Noise Attenuation

- 12.1 Prior to final approval, the Owner shall submit a Noise Impact Study, prepared by a qualified Noise Consultant, recommending indoor and outdoor noise control measures for the proposed development including specific details regarding the width of buffer blocks and height of noise fences to the satisfaction of the Town. The Owner shall be required to implement all works as recommended in the Study approved by the Town and such Study and required works shall be incorporated in the subdivision agreement.

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13. Other Town Requirements

- 13.1 Prior to final approval the Owner shall obtain Draft Plan of Condominium approval or an exemption therefrom concerning Block D.
- 13.2 That the Fire Chief approves the location of Fire Breaks within the Plan of Subdivision, which locations may be implemented in the subdivision agreement.
- 13.3 That prior to final approval any wells are decommissioned.
- 13.4 That prior to final approval the Owner shall file with the Ministry of Environment, Conservation and Parks (MECP) a Record of Site Condition (RSC) and provide the written acknowledgement of the MECP specifying the date upon which the RSC was filed in the Registry.

14. School Boards

- 14.1 The Subdivision Agreement shall include provisions requiring the Owner to include clauses in all agreements of purchase and sale involving lands within the Plan of Subdivision, advising prospective purchasers of the following:

"a) Accommodation within a public school in the community is not guaranteed and students may be accommodated in temporary facilities (e.g., portable classrooms, a "holding school") or in schools within or outside of the community.

b) School buses may not enter the subdivision and that pick up points will be at the location convenient to the Simcoe County

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Student Transportation Consortium.

c) Persons residing in the Plan of Subdivision attending educational facilities operated by the Simcoe Muskoka Catholic District School Board may be transported to / accommodated in temporary facilities out of the neighbourhood school's area."

NOTES:

1. It is the Owners' responsibility to fulfil the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Town quoting the file number (PEN-SUB-2019-01).
2. The Town suggests that Owner make itself aware of Section 144 of the *Land Titles Act*, and subsection 78(10) of the *Registry Act*.
3. 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*.
4. The draft plan of subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the Town, to implement or integrate any recommendations resulting from the studies and/or reports required as a condition of draft approval.
5. All measurements in Subdivision and Condominium final plans must be presented in metric units
6. For the Owner's information, easements required for utility or drainage purposes should be granted to the appropriate authority.

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7. Where phasing occurs, the Subdivider may be required to enter into a subdivision agreement for each phase.
8. The Town of Penetanguishene requires all engineering drawings to be submitted in AutoCAD and Adobe formats as well as a hard copy. The County of Simcoe has specific requirements from the submission to digital drawings. Contact the County of Simcoe for additional information.
9. Clearances are required from the following agencies: Alectra Utilities, Enbridge Gas, Canada Post, Communications Service Providers (telephone, cable, etc.) as per the Development Agreements. If agency conditions are included in the Subdivision Agreement, a copy of the Agreement should be sent to them. This will expedite clearance.
10. The County of Simcoe is not obligated to provide curbside waste collection services to residential dwelling units fronting on private condominium roads. For curbside waste collection services to be provided, the private condominium road must be designed, constructed and maintained in accordance with the requirements of the County of Simcoe's Multi-Residential & Private Road Waste Collection Policy and Waste Collection Design Standards, to the satisfaction of the County of Simcoe. For any reason this is not achieved, it will be the responsibility of the Condominium Corporation to arrange for waste collection services for the residential dwelling lots fronting on or accessed by the private condominium road through a private contractor, to be paid for by the Condominium Corporation.
11. Please be advised that the approval of this Draft Plan will lapse on March 11, 2025. This approval may be extended pursuant to subsection 51(33) of the *Planning Act*, but no


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extension can be granted once the approval has lapsed. If final approval is not given to this Plan and no extensions have been granted, draft approval will lapse under subsection 51(32) of the *Planning Act*, R.S.O. 1996 as amended. If the owner wishes to request an extension to draft approval, an application, together with a Planning Report setting out how the Plan still conforms to the planning control documents in place along with any required fees, must be received a minimum of 90 days prior to the lapsing date. Please note that an updated review of the plan, and revision to the conditions of approval, may be necessary if an extension is granted.

12. In recognition of the long term build out of the development, that the Town may from time to time amend, delete or add to the conditions of approval in respect to any phase within the draft plan of subdivision and notice will be provided, where required, in accordance with subsections 51(45) and 51 (47) of the *Planning Act*.

Subject to the conditions set forth above, the Draft Plan is approved under section 51 of the *Planning Act*, R.S.O. 1990, Chapter 13, as amended, by Council of the Corporation of the Town of Penetanguishene as set out in Resolution No. xxx

Dated this 11th, day of March, 2020.


 Andrea Betty, MCIP, RPP
 Director of Planning and Community Development
 Town of Penetanguishene

APPENDIX 2:
EXECUTED SUBDIVISION AGREEMENT AND REGISTERED M-PLAN

Properties

PIN 58435 - 0177 LT
Description FIRSTLY: PART LOT 114 & 118, ALL LOTS 115, 116, 119, 120, PART OXFORD STREET & PART CAMBRIDGE STREET (CLOSED BY RO1319899), PART CHURCH LOT WEST SIDE OF FOX STREET PLAN 70 AND WATERLOTS IN FRONT OF LOTS 114 TO 120, BLOCK C, OXFORD STREET, CAMBRIDGE STREET PLAN 70 PART 1 51R42898; SECONDLY: PART LOTS 114, 115, 116, PART OXFORD STREET & CAMBRIDGE STREET (CLOSED BY RO1319899), PART CHURCH LOT WEST OF FOX STREET PLAN 70 PART 2 51R42898; THIRDLY: PART LOTS 118 & 119 PLAN 70 PART 3 51R42898; FOURTHLY: LOT 117 & PART LOT 118 WEST SIDE FOX STREET PLAN 70 PARTS 1, 2 & 3 51R42899, SUBJECT TO AN EASEMENT OVER PART 2 51R42899 AS IN RO1057794 (PARTIALLY RELEASED BY SC1739216); FIFTHLY: PART OF THE BED OF PENETANGUISHENE BAY OF GEORGIAN BAY, PART 1 PLAN 51R41848; SUBJECT TO AN EASEMENT AS IN SC1817940; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1861440; SUBJECT TO AN EASEMENT AS IN SC1908654; TOWN OF PENETANGUISHENE
Address PENETANGUISHENE

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name THE CORPORATION OF THE TOWN OF PENETANGUISHENE
Address for Service 10 Robert Street West, P.O. Box 5009
Penetanguishene, ON L9M 2G2
Attention: Chief Administrative Officer

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Douglas Leroux, Mayor & Stacey Cooper, Clerk.

Party To(s)

	Capacity	Share
Name BAY MOORINGS MARINA HOLDINGS GP INC.	General Partner	
Address for Service 3282 Ogden's Beach Road, P.O. Box 99 Midland, ON L4R 4K6		

Name BAY MOORINGS MARINA HOLDINGS LIMITED PARTNERSHIP	Firm Name	
Address for Service 3282 Ogden's Beach Road, P.O. Box 99 Midland, ON L4R 4K6		

Statements

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Edward Brian Veldboom	505 Memorial Av., box 158 Orillia L3V 6J3	acting for Applicant(s)	Signed	2022 09 29
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Tel 705-325-1326

Fax 705-327-1811

I have the authority to sign and register the document on behalf of all parties to the document.

Edward Brian Veldboom	505 Memorial Av., box 158 Orillia L3V 6J3	acting for Party To(s)	Signed	2022 09 29
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Tel 705-325-1326

Fax 705-327-1811

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

RUSSELL, CHRISTIE, LLP	505 Memorial Av., box 158 Orillia L3V 6J3			2022 09 29
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Tel 705-325-1326

Fax 705-327-1811

The applicant(s) hereby applies to the Land Registrar.

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$66.30
<i>Total Paid</i>	\$66.30

File Number

Applicant Client File Number : 74-001-318

TOWN OF PENETANGUISENE

"CHAMPLAIN SHORES"

THIS AGREEMENT MADE BETWEEN:

THE CORPORATION OF THE TOWN OF PENETANGUISENE

(hereinafter called the "Municipality")

- and -

BAY MOORINGS MARINA HOLDINGS GP INC. and BAY MOORINGS MARINA HOLDINGS LIMITED PARTNERSHIP by its general partner, BAY MOORINGS MARINA HOLDINGS GP INC.

(hereinafter called the "Subdivider")

WHEREAS the Subdivider is the owner of lands described in the Schedule "A" hereto and has received Draft Plan Approval for a Subdivision and has applied for approval (in the nature of an exemption under subsection 50(9) of the Planning Act) of a Common Elements Condominium in relation to the subject lands;

AND WHEREAS the Draft Plan Approval provides for the creation of 11 Blocks (letters A through K) which are intended for residential uses, a Marina, a Private Recreational Centre, Private Roads, Open Space and a Water Lot (the "project");

AND WHEREAS it is a condition of the Draft Plan Approval that the Subdivider enter into a Subdivision Agreement with the Municipality;

AND WHEREAS the Subdivider intends to further subdivide Blocks intended for residential uses through the lifting of Part Lot Control under section 50 of the *Planning Act* to permit the creation of lots which will be the Parcels of Tied Land (POTLs);

AND WHEREAS the Subdivider has undertaken certain works under authority of a Pre-servicing Agreement entered into with the Town;

AND WHEREAS this Subdivision Agreement is intended to provide for the registration of the Plan of Subdivision as a single M-Plan;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and for other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by the Municipality to the Subdivider (the receipt whereof is hereby acknowledged), THE SUBDIVIDER AND THE MUNICIPALITY HEREBY COVENANT AND AGREE WITH ONE ANOTHER AS FOLLOWS:

PART - 1 THE LANDS, PLANS, AND REPRESENTATIONS

1. **SCOPE OF AGREEMENT**

1.1 **Description of Lands** - The lands affected by this Agreement are the lands described in Schedule "A" hereto attached and herein also referred to as "the Subject Lands".

1.2 **Lot Plan Reference** - For the purpose of this Agreement, references to a lot(s) and/or block(s) relates to the plan attached to and forming apart of the Draft Plan Approval unless otherwise noted (such other references shall be to 51M-Draft referenced in Schedule "B"). Furthermore, the terms lot and block may be used interchangeably.

1.3 **Changes** - Any changes to the Plan of Subdivision or any changes in the conditions set out in the Draft Plan Approval, issued by the Approval Authority, may necessitate a change in the provisions of this Agreement.

1.4 **Conformity with Agreement** - The Subdivider covenants and agrees that no work shall be performed on the Subject Lands except in conformity with the provisions of this Agreement, including the Schedules hereinafter referred to;

- (a) the Plans, Reports and Specifications submitted to and accepted by the Municipality as being within its design criteria, including but not limited to those

plans, reports and specifications set out in Schedule "C" hereto, all of which may be hereinafter collectively referred to as the "Approved Plans";

- (b) all Plans and Specifications submitted to and accepted by:
 - 1) The Ministry of Environment, Conservation and Parks ("MECP");
 - 2) Alectra and other Utilities;
 - 3) all applicable Municipal By-laws, including any applicable Site Plan Control By-laws; and
- (c) all applicable Provincial and Federal Legislation.

1.5 Reliance upon Representations - The Subdivider acknowledges that:

- (a) it has made representations to the Municipality that it will complete all municipal and other works required herein, in accordance with the Approved Plans and those approved by the entities referenced in section 1.4b); and
- (b) the Municipality has entered into this Agreement in reliance upon these representations.

1.6 Schedules Attached - The following schedules are attached to and form part of this Agreement:

Schedule "A"	-	Description of Subject Lands
Schedule "B"	-	Draft Plan of Subdivision and Reference Plan
Schedule "C"	-	Engineering Provisions and Approved Plans (including list of all engineering plans, drawings and reports)
Schedule "D"		Deeds and Easements to be conveyed, Mortgage Postponements required
Schedule "E"		Cash Deposits, Development Charges and Security
Schedule "F"		Work Cost Estimates including Cost Sharing Calculations
Schedule "G"		Notice Provisions for Agreements of Purchase and Sale

1.7 Definitions

- (a) "Architectural Control Guidelines" shall mean those guidelines prepared by the Subdivider entitled Urban Design Report and Architectural Guidelines approved by the Town, June, 2021 which are required pursuant to Condition 8.1.
- (b) "Building Department" shall include the Chief Building Official and Building Inspector.
- (c) "Draft Plan Approval" means the Draft Plan Approval with Conditions as approved by the Municipality (PEN-SUB-2019-01) Date of Draft Approval March 11, 2020, redlined April 14, 2021 and Lapsing Date; March 11, 2025.
- (d) The term "Municipal Engineer" as used in this Agreement shall refer to the Engineer appointed by the Municipality for this project or his designate.
- (e) The term "Municipal Engineer" as used in this Agreement shall also refer to the Engineer or other designated person for Alectra Utilities;
- (f) The term "Municipal Services" shall refer to all municipal services set out and stipulated herein.
- (g) The term "owner" shall refer to the owner of any lot or block in the Plan of Subdivision.
- (h) The term "Pavement Structure" shall mean:
 - 1) base course of granular material (granular "B" or "C")
 - 2) surface course of granular material (granular "A")
 - 3) curbs and gutters where applicable
 - 4) base course of asphalt.

- (i) The term "Underground Services" includes:
 - 1) water mains, valves, hydrants and water service laterals
 - 2) sanitary sewers, maintenance holes, and sanitary service laterals,
 - 3) storm sewers, maintenance holes and catch basins

2. SUBDIVISION CHANGES

2.1 There shall be no changes in the Schedules attached hereto, or in any Plan accepted by the Municipality or others, unless such proposed changes have been submitted to, and approved by, the Municipality and/or the Municipal Engineer, or his authorized representative.

PART - 2

SIGNING BY MUNICIPALITY - CONDITIONS PRECEDENT

3. CONDITIONS PRIOR TO EXECUTION OF AGREEMENT BY THE MUNICIPALITY

3.1 Prior to the execution of this Agreement by the Municipality, the Subdivider shall:

- (a) Taxes - pay all municipal tax bills issued and outstanding against the Subject Lands;
- (b) Deeds and Easements - deliver to the Municipality all transfers/deeds, discharges and easements or other documents required by Schedule "D";
- (c) Postponement Mortgage/Charge - deliver to the Municipality all postponements of Mortgage/Charge document as required by Schedule "D";
- (d) Cash Deposits, Development Charges & Security - pay to the Municipality all cash deposits, development charges and security as set out in Schedule "E" attached;
- (e) Construction/Engineering Plans & Specifications - have supplied to the Municipality those Plans and Specifications necessary to identify the construction/engineering aspects of the proposed subdivision, and have received from the Municipality an acknowledgment of conformity with general design concepts of the Municipality.
- (f) Electrical Distribution Systems - have supplied to, and received the approval of, the electricity distribution entities (Alectra), of those plans necessary to identify the electrical distribution system, lighting requirements, and power supply to each lot or building or unit, as the case may be, and these are to be to the required Municipal and Alectra standards, including underground wiring. Clearances from the following are required:
 - 1) Alectra Utilities with respect to electrical servicing.
- (g) Insurance Certificate - file with the Municipality an insurance certificate confirming those coverages specifically set out in this Agreement;
- (h) Consulting Engineer's Letter - ensure that the Subdivider's Engineer files with the Municipality a letter confirming the terms of his retainer, and which letter shall be in draft format supplied by the Municipality;
- (i) Utilities and Canada Post Confirmation - arrange for the applicable telecommunications providers, the applicable Natural Gas Utility, and Canada Post, to write a letter to the Municipality confirming:
 - 1) that they have been informed of the project, and have seen the development plans,
 - 2) that satisfactory arrangements have been made with them for servicing the subdivision without expense or obligation on the part of the Municipality,
 - 3) easement requirements, if any;
- (j) Land Ownership - be the registered owner in fee simple of the lands described in Schedule "A", and that there will be no encumbrances registered against the Subject Lands in priority to this Agreement for which a postponement has not been obtained;
- (k) Provincial Clearances/Approvals - obtain and file with the Municipality confirmation of clearances and/or approvals from the following:

- 1) MECP;
- (l) Blocks - file with the Municipality a certificate from a surveyor confirming that the frontage and area of each Block meets the minimum requirements of the Municipal Zoning By-law
- (m) Fire Chief Approval - obtain a written approval from the Fire Chief of the Municipality confirming and approving of the proposed plans for fire protection, and specifying any hydrants, other equipment or appurtenances required;
- (n) Community Mail Boxes - file with the Municipality written confirmation that Canada Post has accepted/approved the Subdivider's plans for the accommodation of community mailboxes;
- (o) Digital Plan of Subdivision - file with the Municipality two completed digital copies of the Plan of Subdivision attached hereto as Schedule "B". Each digital copy of the Plan of Subdivision must be in a format approved/accepted by the Municipality. Each copy must be labelled identifying the proper legal description of the Subject Lands, the Subdivider's name, the file name and the date delivered.

The Subdivider shall be responsible for ensuring that all amendments to the Plan of Subdivision occurring prior to the execution of this Agreement by the Municipality are incorporated into the digital submission. The digital copies of the Plan of Subdivision shall be in a format consistent with the LINC Digital Plan of Subdivision Specification - Format and Delivery, as amended from time to time. Copies of the LINC - Digital Plan of Subdivision Specification - Format and Delivery are available upon request at the offices of the County of Simcoe.

PART - 3 MUNICIPAL SERVICES/ON-SITE SERVICES

4. MUNICIPAL SERVICES TO BE CONSTRUCTED BY SUBDIVIDER

4.1 The Subdivider will construct and install at its expense, subject to section 5 below, the hereinafter-required Internal Services, with the exceptions as noted. Such services shall be constructed in accordance with the Standards and Specifications required by the Municipality and the approved plans referenced in this agreement to the satisfaction of the Municipal Engineer and/or the Building Department, and under the direction and supervision of a practising Consulting Engineer employed by the Subdivider. The foregoing services include the following:

- (a) Water, sewer and stormwater drainage connections;
- (b) Entrances to internal private roads.

5. INTERNAL SERVICES TO BE CONSTRUCTED BY SUBDIVIDER

5.1 The Subdivider will construct and install at its expense, the hereinafter-required Internal Services, with the exceptions as noted. Such services shall be constructed in accordance with the Standards and Specifications required by the Municipality and the approved plans referenced in this agreement to the satisfaction of the Municipal Engineer and/or the Building Department, and under the direction and supervision of a practising Consulting Engineer employed by the Subdivider. These services include the following:

- (a) Sanitary Sewer System –complete with lateral private drain connections to the property line and appurtenances;
- (b) Water System – on the subdivision lands complete with private water service connections to the property line, hydrants and appurtenances;
- (c) Private Road Construction (Internal) - complete with clearing, grubbing, stripping, preparation of subgrade installation of granular base and hot mix - hot laid asphalt for all roads in the Subdivision, including sidewalks, streetlighting, drainage etc as required by the Municipality and shown in the approved plans;
- (d) Streetlighting System; in accordance with the approved plans;
- (e) Rough Grading - in accordance with the approved plans;
- (f) Fencing - fencing in the locations specified in paragraph 12 of this Agreement;
- (g) Storm Water Collection System - an approved Storm Water Collection System in accordance with the approved plans; and

(h) Internal Parkland, Walkways and Trails - in accordance with the approved plans.

5.2 The Subdivider will construct and install, at its expense, the electrical distribution system in accordance with any approvals and/or requirements of Alectra Utilities.

5.3 The Subdivider agrees to maintain, repair and when necessary, replace the Internal Services so that they will at all times be in good working order and in conformity with the terms of this Agreement. If, in the opinion of the Municipality, the Subdivider is not complying with the terms of this paragraph then the Municipality, its servants, agents or subcontractors shall have the right to enter upon the said lands and carry out any work, at the expense of the Subdivider, necessary to maintain, repair or if necessary, replace the said Internal Services. For greater certainty and without limiting the generality of the foregoing, the maintenance of the Storm Water Management System in good working order will require cleaning catchbasins, pipelines and rehabilitation or replacement of any defective part of the system.

5.4 The Subdivider agrees that the Declaration for the Common Elements Condominium shall include an obligation upon the proposed condominium corporation to comply with the preceding Paragraph 5.3 of this Agreement. The Subdivider acknowledges that the Municipality will withhold its approval to the registration of the Declaration and Description for the said condominium until it is satisfied that the Declaration complies with this provision.

PART - 4 SPECIAL PROVISIONS

6. COMMUNITY MAILBOXES

6.1 Canada Post has directed that community mailboxes be located in locations within the project and the Subdivider has agreed to comply with Canada Post requirements and conditions regarding the provision of postal services within the project. The Subdivider acknowledges and agrees that it shall comply with Canada Post's requirements and conditions from time to time and agrees to construct any related facilities required to permit the location of the community mailboxes in the locations as finally approved by Canada Post.

7. EROSION AND SEDIMENTATION CONTROL WORKS

7.1 The Subdivider will construct, install and maintain, at its expense, the erosion and sedimentation control works, and otherwise implement the provisions of, the Erosion & Siltation Control Plan referenced in Schedule "C" to this Agreement.

7.2 The appropriate erosion and sedimentation control measures are to be approved by the Municipality in consultation with the Severn Sound Environmental Association, and installed by the Subdivider prior to any grading of the said lands.

7.3 A portion of Stormwater Management for the development and ongoing stormwater management requirements of the Common Elements Condominium and associated POTLs with the Plan is to be accommodated by the construction of a "Dry Detention Basin" located on Block F (Blocks 6, 16, 22 and 23, 51M-Draft). The Subdivider acknowledges that an easement shall be granted to the Common Elements Condominium Corporation for stormwater drainage (including for access to and maintenance thereof) and that the Condominium Corporation shall be responsible for the maintenance and operation of the "Dry Detention Basin" and with the intention that such Dry Detention Basin shall be an asset of the Common Elements Condominium Corporation. The Subdivider's solicitor shall provide such documentation to the Town that confirms the foregoing.

8. NOTICES AND WARNINGS

8.1 The Subdivider shall include in all agreements of purchase and sale the clauses set out in Schedule "G", as applicable to the lots specified therein. The Subdivider and its successors in title agree and acknowledge that failure to include such notices in any agreement of purchase and sale shall entitle the purchaser to treat the agreement of purchase and sale as voidable.

8.2 The Subdivider and any successor in title hereby acknowledge and expressly authorize the Town to provide a copy of this section 8 and Schedule "G" to any person undertaking a "freedom of information" enquiry concerning a lot or block to be created or any person that submits a request for building, zoning and work order search in connection with a prospective purchase of a lot or block.

9. RESTRICTION – RECORD OF SITE CONDITION, BLOCK I/PART OF BLOCK D (BLOCKS 9 AND 13, 51M-DRAFT)

9.1 The Subdivider acknowledges that it has not yet completed all the requirements to obtain

a Record of Site Condition concerning Block I and that portion of Block D now identified as Blocks 9 and 13, 51M-Draft (referenced in Schedule B) and such RSC is not anticipated to be obtained prior to the proposed date for registration of the M-Plan. The Subdivider agrees that until such time as the RSC has been issued and registered in accordance with the statutory requirements, the aforementioned lands shall be subject to an inhibiting order or a restriction under section 118 of the *Land Titles Act* that shall not be released without the consent of the Town and which consent will be issued only upon presentation of the required RSC.

9.2 Site Plan Control, Block 1 (Block 9, 51M-Draft) - In addition to the foregoing the Subdivider acknowledges that Block I (Block 9, 51M-Draft) is subject to site plan control and further agrees that no works upon Block I (Block 9, 51M-Draft), other than those undertaken under authority of the pre-servicing agreement and this agreement is permitted.

10. PART LOT CONTROL

10.1 The parties acknowledge that the Subdivider intends upon further subdividing certain Blocks with the Plan by way of the lifting of Part Lot Control as follows:

- (a) Blocks A, B and C (Blocks 1, 2 and 3 51M-Draft) for the purpose of creating 28 lots intended of the development of 28 single detached dwellings; and
- (b) Block E (Block 5, 51M-Draft) for the purpose of creating 20 lots intended for the development of 20 townhouse dwellings units.

10.2 The Subdivider when applying for the lifting of Part Lot Control shall: (special conditions)

- (a) Lots - file with the Municipality a certificate from a surveyor confirming that the frontage and area of each lot meets the minimum requirements of the Municipal Zoning By-law;
- (b) Provide a schedule for the timing of the registration of the Common Elements Condominium documentation.

11. COMMON ELEMENTS CONDOMINIUM

11.1 The Subdivider intends upon establishing Blocks D and H (Blocks 4, 8, 15, 17, 18, 19, 25 and 27 on 51M-Draft referenced in Schedule B) as a common elements condominium for the purpose of providing access roads, parking areas, open space, private recreational areas and internal servicing. The related POTLs are intended to be those lands described as and within Blocks A, B, C and E (Blocks 1, 2, 3 and 5 on 51M-Draft referenced in Schedule B). Blocks I and J (Blocks 9 and 10 on 51M-Draft referenced in Schedule B) are intended to be developed subject to further Planning Act approvals (including without limitation Site Plan Approval) as a future standard condominium. The Subdivider confirms that the owner of such Blocks is to have access and servicing rights via the road and services within Block D (Block 4, 51M-Draft) as well as access use and maintenance rights regarding Blocks 12 and 13, 51M-Draft through a shared facilities, easement and cost sharing agreement to be entered into as part of the Common Elements Condominium registration process. The Subdivider and the Municipality acknowledge that Block K (Block 11, 51M-Draft) will have direct access onto and servicing connections from Fox Street at a location acceptable to the Municipality.

11.2 Easement - Pursuant to Condition 11.4 the Subdivider shall convey to the Common Elements Condominium Corporation to be established, a blanket easement over Block A (Block 1, 51M-Draft) for the purposes of maintenance of the shorewall structure that forms the Boundary between Blocks A and H (between Blocks 1 and Blocks 8, 18, 19 and 27, 51M-Draft, i.e. being the area at the water's edge).

11.3 Responsibility for Condominium (Private) Road and Services - the Developer acknowledges that it and subsequently the condominium corporation to be established will responsible for maintaining proper vehicular access and for maintaining required fire routes along the private (condominium) road at all times and for maintaining all private services (water, sanitary sewer and storm sewers) located within the subject lands.

11.4 Condominium Corporation Turnover Packages - The Subdivider covenants and agrees to supply the Board of the Condominium Corporation a Common Elements infrastructure turnover and commissioning package including, but not limited to, all final approved plans for the development, together with information about the ongoing maintenance and operation needs of the Common Elements infrastructure, in accordance with the requirements and time periods set out in the Condominium Act, 1998.

The Subdivider further covenants and agrees to supply the Board of the Condominium Corporation a turnover package including, but not limited to, all revised designs, inspection

reports, final "as-built" drawings with stamped engineer approvals, video inspection records, etc., in accordance with the requirements and time periods set out in the Condominium Act, 1998.

12. LOT LANDSCAPING

12.1 . Sodding - The Subdivider agrees to the sodding of the front and rear yards of all lots with an average minimum depth of 100 mm of topsoil. The Subdivider agrees that the grading of such topsoil and application of sod on an individual lot shall occur within nine (9) months of the date upon which occupancy is granted for the dwelling thereon. Extensions may be granted by the Town's engineer where the Town's engineer is satisfied that the Subdivider has planned and/or provided for the application of topsoil and sod to groups of lots and the timing of such work is reasonable in the circumstances.

13. ENVIRONMENTAL AND SHORELINE HAZARDS

13.1 Dewatering - if dewatering is required, a qualified ecologist shall be retained by the Owner to assess the impacts to natural heritage features and functions and develop mitigation measures to address impacts. Monitoring of dewatering operations shall occur throughout construction to ensure water is free of fines before Penetanguishene Harbour.

13.2 Vegetation removal, Building Demolition and Site Alteration – Where vegetation removal, building demolition and/or site alteration are proposed and/or undertaken, such works/activities shall occur outside of the active Barn Swallow and Species at Risk bat breeding/roosting/nesting season, and Migratory Bird nesting window (April 1st to October 31st). If the work schedule requires that building demolition and site alteration be completed during the active season, screening by an ecologist with knowledge of bird and bat species present in the area shall be undertaken to confirm if works can proceed without contravention of *the Endangered Species Act* or *Migratory Birds Convention Act*. If evidence of Barn Swallow, Bats or Migratory Birds is confirmed, demolition and/or site alteration will be postponed until the end of the active season or as otherwise complies with the respective Act.

13.3 Species at Risk/Endangered Species - Prior to construction, a qualified herpetologist shall search for habitat suitability and evidence of Species at Risk snakes within the area to be disturbed to confirm if works can proceed without contravention of the Endangered Species Act and/or Species at Risk Act.

13.4 Snakes/Turtles - If shown on the Approved Plans the Owner shall install and maintain wildlife exclusion fencing (for turtles and/or snakes). Turtle nesting season extends from May 15 to September 30 and turtle overwintering season extends from October 1 to March 30.

13.5 Excess Soil – The Subdivider acknowledges that condition 5 of the Draft Plan Approval requires preparation of an Excess Soil Management Plan to the satisfaction of the Town. Such plan is identified as component of the Approved Plans and the Subdivider agrees to adhere to the requirements of such Excess Soil Management Plan.

14. COMMUNITY DESIGN

14.1 Note for Discussion: Pursuant to Condition 14 of the Draft Plan Approval, the Subdivider was required to provide Architectural Control Guidelines. Among other things such Guidelines are intended to guide the design and construction of private dwellings to be constructed within the Plan. The Subdivider acknowledges and agrees that such conditions shall be considered at the time of Building Permit application as set out in section 17.4(j).

14.2 Streetscape and Landscaping Plan/Tree Compensation – The Subdivider is required to provide for the planting of 224 trees pursuant to the Tree Replacement/Compensation Report forming part of the Approved Plans. It is anticipated that such planting will be accommodated through the plantings depicted on the Approved Plans (138) and through the further application of site plan control on individual Blocks to provide for the planting of the remaining 86 trees.

15. PARKLAND DEDICATION

15.1 Cash in Lieu – Pursuant to Condition 9.1, the Subdivider shall pay cash in lieu of parkland in the amount of \$162,800.00 (based upon 5% of \$3,108,000.00 and 2% of \$370,000.00).

16. BLOCKS F AND G (BLOCKS 6, 7, 16, 20, 22, 23 AND 26, 51M-DRAFT) – FUTURE DEVELOPMENT

16.1 Further Site Plan Approval Required and Site Works Authorized under Subdivision Agreement - the Subdivider acknowledges that it may develop Blocks F and G (Blocks 6, 7, 16, 20, 22, 23 and 26, 51M-Draft) as a marina. The Subdivider further acknowledges and agrees

that any development upon such Blocks is subject to site plan control and only those works expressly in this section are permitted. The permitted site works, which must occur in accordance with the Approved Plans, are described as follows:

- (a) Site grading;
- (b) Construction of the Dry Detention Basin,
- (c) Interim Vegetation Planting and Maintenance.

PART 5 - BUILDING PERMITS

17. CONDITIONS PRIOR TO THE ISSUANCE OF BUILDING PERMITS

17.1 Eligibility for Building Permits - The Subdivider further covenants and agrees that he, or any person claiming title through or from him, or under his or their authority, will not apply for, nor obtain, one or more Building Permits to construct residential buildings or dwelling units on any lots in the Subdivision until there is compliance with or completion of the following matters:

- (a) Initial acceptance of Underground Services is granted by the Municipality with respect to the applicable lot for which a Building Permit is requested;
- (b) Water and Sewer Connection - the Public Works Department has approved the water and sewer connection to the property and the Subdivider has provided a plan (or plans) showing the location and invert elevation of the sanitary sewer lateral at the property line and at the sewer main and the resultant slope of the lateral, and the location and elevation of the water service lateral at the property line of each lot in the Plan;
- (c) Road Construction - The internal private roadways servicing the said lot shall be completed to the stage of Granular A placement (and compaction) as certified by the Subdivider's Consulting Engineer and accepted by the Municipal Engineer;
- (d) Geotechnical Report - the Subdivider has filed with and received approval from the Municipality a report, prepared by a geotechnical engineer, identifying the proposed placement of engineered fill or helical piles and the extent to which such measures provide adequate support the proposed dwelling in accordance with the Building Code Act, 1992;
- (e) Municipal Addressing Plan - the Sub-divider has filed and received approval of a municipal addressing plan for the lots in the Plan, the street signs have been erected and municipal address has been identified on the subject lot.
- (f) Fire Break Maximum of Unfinished Dwellings in a Row - there exists a "fire break"; for the purposes of this agreement a fire break shall mean a vacant lot which separates dwellings under construction such that no more than six (6) unfinished dwellings in a row exist. For clarity an unfinished dwelling is a dwelling which does not have all of the following: i) all exterior doors and windows; ii) complete water repellent roofing membranes; and iii) exterior cladding.

17.2 Compliance - Nothing herein contained shall be deemed to obligate the Municipality to issue a Building Permit for any construction on the Subject Lands except in compliance with the Municipality's Building By-law, the Detailed Site Plan for the subject lot, and all other applicable By-laws of the Municipality and applicable legislation of the Province of Ontario and in compliance with the provisions of this Agreement.

17.3 Intentionally Deleted.

17.4 Documentation to Accompany the Building Permit Application - On any application for a Building Permit, and prior to the issuance thereof, the Subdivider, his agent, the lot owner or its agent shall submit the following to the Municipality for the approval of the Building Department and/or the Municipal Engineer:

- (a) Architectural/Engineering Plans - Plans and Specifications with respect to the proposed construction which are sufficient to establish conformity with the Ontario Building Code, the Municipality's Building By-law, and all other applicable law including but not limited to the following documentation:
 - 1) a certification by a professional engineer licensed in the Province of Ontario, specializing in the field of geotechnical design works for placement of engineered fill advising of bearing capacity of engineered fill; and

- 2) plans for the footings and foundations prepared by a professional engineer licensed in the Province of Ontario;
 - 3) a "Commitment to General Review by Architects and Engineers" to perform general review of footings and foundation systems;
- (b) Detailed Site Plan - an individual Site and Lot Grading Plan for the subject lot, prepared by an Ontario Land Surveyor or professional engineer, showing the following:
- 1) The property lines for the subject lot, the building envelope, and the footprint of the proposed building within the building envelope, with the dimensions from the building corners to the property lines;
 - 2) The elevations for the proposed building of the First Floor, the Basement Floor, the Underside of Footings, the Top of Foundation and the Finished Garage Floor;
 - 3) The locations and elevations of the Water and Sanitary Service Laterals the front property line of the subject lot;
 - 4) The location of the driveway and the curb cut, and the elevation at each end of the curb cut;
 - 5) The elevations on the curbs opposite the side lot lines;
 - 6) The proposed finished grade elevations at the lot corners, at grade breaks along the property lines, at each corner of the proposed building as well as at locations adjacent to the proposed building where changes in the grade slopes occur, and proposed finished grade elevations in drainage swales as well as the locations of drainage swales.
- With respect to the above, all elevations shown are to be referenced to the same Benchmark as is used for the overall subdivision Grading Plan. The proposed finished grade elevations at the property lines of the subject lot have to conform to the finished grades shown on the overall subdivision Grading Plan. Generally, the lot Grading Plan shall show swales on the lot lines such that surface drainage from the subject lot does not cross over onto neighbouring lots.
- (c) Alectra Utilities- confirmation from Alectra Utilities, if not already confirmed in writing to the Municipality, that the Subdivider has entered into an agreement with Alectra to construct/install the electrical distribution system including transformers and individual supply to each lot;
- (d) Surveyor/Engineer confirmation - written confirmation from an Ontario Land Surveyor and/or a registered professional Engineer that he/she has been retained to provide the necessary certifications required under Part 5 of this Agreement and all supervision necessary related thereto;
- (e) Sewer and Water Connections - file with the Building Department confirmation of an application and acceptance for sewer and water connections including all appurtenances and payment of all applicable fees, to the specifications as required by the Municipality.
- (f) Lot Grading Plan - file with Building Department a proposed lot grading plan prepared by an professional engineer and which plan includes:
- 1) a solid bench mark in a convenient and protected location with the proposed elevation of the top of the foundation wall clearly marked thereon; and,
 - 2) a statement of the professional engineer that the finished excavation for the proposed building is at an appropriate elevation which will permit the building to be constructed and the lot graded in accordance with the Approved Plans accepted by the Municipality;

- (g) Lot Grading Guarantee - a certified cheque or Letter of Credit payable to the Municipality in the amount of \$3,000.00 (or such amount as is prescribed by by-law in effect at the time of the application) as a deposit to guarantee that the final grading of the said lands, after construction, will be completed in accordance with the Plans accompanying the Building Permit Application and any Approved Plans.
- (h) Connection and User Fees - proof of payment of all user and connection fees for services provided to the subject lot by the Municipality;
- (i) Development Charges - proof of payment of all applicable development charges.
- (j) Architectural Control Guidelines - a letter from the Subdivider's architectural design control consultant confirming that the plans referenced in subsection 15.4 a) above comply with the Architectural Control Guidelines.

17.5 Completion of Footings/Foundation - following completion of the installation of footings and foundation, the Subdivider, his agent, the lot owner or its agent shall:

- (a) provide to the Building Department an "as constructed" survey prepared by an O.L.S., which includes:
 - (1) underside of footings elevation;
 - (2) top of all finished foundation walls to confirm compliance with the proposed lot grading plan submitted to the Building Department in support of the building permit application; and
 - (3) confirmation that the rough grade on the lands intended to serve as a driveway does not exceed 6%.
- (b) provide certification from the reviewing professional engineer of works completed for footings and foundations.

17.6 Lot Grading Refund - The lot grading deposit provided for in subsection 13.4(g) shall be returned to the party making such deposit provided that a certification is received from an Ontario Land Surveyor or registered professional Engineer retained by the owner, confirming that the Lot Grading conforms with the proposed lot grading plan provided with the building permit application, subject to the following conditions:

- (a) Correction of Grades - if, in the opinion of the Municipal Engineer the grading is not completed with due diligence, or is not completed in accordance with the Approved Plans attached hereto as Schedule "C", then the Municipality shall order the grades corrected and/or shall have the right, if it so elects, to enter upon the said lands, and to use such monies to complete the work to the required standards as approved;
- (b) Indemnification - the owner of the subject land upon which the Municipality elects to enter for the purpose of completing the said work, hereby releases and indemnifies the Municipality from and against all claims, demands, actions or causes of actions whatsoever arising as a result of the Municipality, its servants, agents or subcontractors entering upon the lands for the purpose of completing such work to the standards required by the Approved Plans; provided, however, that such indemnification shall not extend to any loss or damage caused as a result of the negligence of the Municipality, its servants, agents or subcontractors;
- (c) Forfeit - for the purposes of subsection (1), due diligence shall mean within 2 years of the date that occupancy is granted (pursuant to subsection 1.3.3(c) Division C Part 1 of the Ontario Building Code, as amended) for the dwelling on the subject lot and in such cases, the deposit shall be deemed to be forfeited and the municipality may retain any such amount of the deposit remaining after payment for the correction of the grades.

17.7 Addressing - prior to issuance of a building permit for any lot and until such time as a permanent street signs and house numbers are erected the applicant for the building permit shall be responsible for the installation of a municipal address identifier (street name and house number signs). Such house number sign shall be a minimum of 12 inches high by 8 inches wide placed upon in a conspicuous/visible location. It shall include the municipal address and lot number.

17.8 Completion of Electrical Services - the Subdivider and subsequent owners of any lot acknowledge that until such time as the electrical distribution system including transformers and individual supply to each lot have been installed, occupancy permits cannot be issued for any dwelling constructed on a lot.

PART - 6 GENERAL PROVISIONS

18. CONVEYANCE OF LANDS AND EASEMENTS

18.1 The parties agree to a conveyance of those lands and easements more particularly described in Schedule "D" attached. The said conveyances shall be free and clear of all encumbrances.

19. CASH DEPOSITS, DEVELOPMENT CHARGES AND SECURITY

19.1 The Subdivider shall lodge with the Municipality, those cash deposits, development charges and security more particularly described in Schedule "E", and at the dates specified therein.

19.2 In the event that the expenses of the Municipality exceed the amount of the cash deposits or security set out in Schedule "E" attached, the Subdivider shall pay such excess charges within 30 days after demand by the Municipality.

19.3 The Subdivider acknowledges and agrees that any security filed/lodged with the Town under the Pre-servicing Agreement shall form part of and be available as security under this agreement.

20. EXPENSES TO BE PAID BY THE SUBDIVIDER

20.1 Every provision of this Agreement by which the Subdivider is obligated in any way shall be deemed to include the words "at the expense of the Subdivider" subject to any cost sharing as set out in section 5.

20.2 The Subdivider shall pay such reasonable fees as may be invoiced to the Municipality by its Solicitor, any consultants the Town requires, and its Municipal Engineer in connection with all work to be performed as a result of the provisions of this Agreement. In the event that the Municipality engages the services of an engineer or technical personnel not permanently employed by the Municipality, to review the plans of the Subdivider and/or carry out on-site inspections of the work performed, the Municipality will advise the Subdivider accordingly of this need, and the costs of such outside engineers so engaged shall be the responsibility of the Subdivider. The Municipality may require a deposit for this purpose.

21. INSURANCE CERTIFICATE AND POLICY

21.1 Policies of Insurance - The Subdivider shall lodge with the Municipality, on or prior to the execution of this Agreement, an insurance certificate(s) with an Insurance Company satisfactory to the Municipality, (which said approval shall not be unreasonably withheld or delayed), providing coverage for any liability that may arise out of the construction or installation of any work to be performed pursuant to this Agreement. The policies of insurance shall remain in place for a period of two (2) years after completion and acceptance of the Municipal Services to be constructed herein. The required policies and conditions are set out below.

21.2 Comprehensive General Liability - Such policy shall carry limits of liability in the amount to be specified by the Municipality, but in no event shall it be less than \$5,000,000.00 inclusive per occurrence. Coverage shall include but not limited to bodily injury, property damage, products and completed operations, contractual liability, non-owned automobile and contain a cross liability severability of insured clause. The Policy shall add the Corporation of the Town of Penetanguishene as an additional insured but only with respect to the operations of the Subdivider.

21.3 Standard OAP1 Automobile Liability - for all licensed vehicles owned, leased or operated by the Subdivider and shall be for a limit of no less than \$2,000,000 per occurrence.

21.4 Contractor's Pollution Liability - subject to limits of not less than Ten Million (\$10,000,000) inclusive per claim and shall include coverage for but not limited to, bodily injury including death, property damage including 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. Coverage shall remain in place for two (2) after completion and acceptance of the Municipal Services to be constructed herein. The Policy shall add the Corporation of the Town of Penetanguishene as additional insureds but only with respect to the operations of the Subdivider.

21.5 General Conditions

- (a) Confirmation of Insurance - Prior to execution of this Agreement and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Subdivider (or Developer as the case may be) shall promptly provide the Municipality with a certificate of insurance and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this agreement.

The obligation for the Subdivider (or Developer as the case may be) to promptly provide the Municipality with a certificate of insurance and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement, shall remain in place for up to 2 years after completion and acceptance of the Municipal Services to be constructed herein.

The certificate of insurance filed with the Municipality shall specifically contain confirmation that the coverages as specified herein (INSURANCE CERTIFICATE AND POLICY) are in effect

- (b) Notice of Cancellation - With the exception of the Standard OAP1 Automobile policy, the policies shall contain a provision that the insurance company agrees to notify the Municipality 15 days in advance of any material change or cancellation of the said insurance policy.
- (c) Confirmation of Premium Payment - The Subdivider (or Developer as the case may be) shall, from time to time as required by the Municipality, provide confirmation that all premiums on such policy or policies of insurance have been paid, and that the insurance is in full force and effect.
- (d) Claim in Excess of Policy Limits - The issuance of such Policy of Insurance shall not be construed as relieving the Subdivider from responsibility for other or larger claims, if any, and for which it may be held responsible.
- (e) Blasting - If blasting shall be required to be done, it shall be done by an independent contractor duly qualified to do such work. The Subdivider (or Developer as the case may be) shall provide the Municipality 10 business days prior to the commencement of the work, a certificate of insurance for no less than \$5,000,000 per occurrence from the Contractor hired to complete the work. Coverage shall include but not limited to bodily injury, property damage, contractual liability, products and completed operations, contain a cross liability severability of insured clause, shall confirm there is no exclusion for blasting and name The Subdivider (or Developer as the case may be) and the Municipality as an additional insured but only with respect to the operations of the Contractor completing the work. The insurance certificate must show the policy to be in effect for the time the work is being completed, and signed by a duly authorized representative of the insurer.

Where no blasting will occur, the Municipality shall receive to its satisfaction, written confirmation from the Consulting Engineer or a Statutory Declaration from the Subdivider (or Developer as the case may be) that no blasting will occur on the lands subject to this agreement

22. CONSTRUCTION, COMMENCEMENT AND COMPLETION

22.1 The Subdivider agrees to commence construction of the Municipal Services required herein within six (6) months from the date of the registration of the Plan, and further agrees to complete all such services within eighteen (18) months from the date of the registration of the Plan, except where more specific dates are prescribed in this agreement including but not limited to the date for completion set out in sections 10.2. In addition to the foregoing the Subdivider shall not construct the surface course of asphalt until at least one (1) winter season

has expired following Initial Acceptance of the Pavement Structure. This provision shall not extend the date for completion set out herein.

22.2 If the Municipal Services to be constructed by the Subdivider under this Agreement are not completed and accepted by the Municipality within the above time frames, the Municipality may either:

- (a) give notice to the Subdivider to stop work on the said Municipal Services and to provide that no further work shall be done with respect to such services until an Amending Agreement, incorporating the Standards, Specification and financial requirements of the Municipality, in effect as of that date, is executed by all parties; or
- (b) give notice to the Subdivider to stop work on the Municipal Services and inform the Subdivider that the Municipality proposes to realize on its security and proceed with the completion of the Plans filed with the Municipality.

23. INTENTIONALLY DELETED

24. INITIAL ACCEPTANCE AND ASSUMPTION OF MUNICIPAL SERVICES

24.1 Initial Acceptance – Upon:

- (a) receipt of the certification by the Subdivider's Consulting Engineer of the completion of Municipal Services (required to be constructed by the Subdivider under the terms of this agreement),
- (b) the approval of such certification by the Municipal Engineer, and
- (c) the payment of the sewer and water component of Development Charges as identified in Schedule 5(B)(a) of Schedule "E",

the Municipality may declare "Initial Acceptance" of such Municipal Services the purpose of which is to trigger the commencement of the warranty periods prescribed by this Agreement. The Municipality may at its discretion, require the completion of all elements of the "Underground Services" and/or all elements of the "Pavement Structure" to be certified as complete prior to declaring "Initial Acceptance" of such "Underground Services" and/or "Pavement Structure". (For the purposes of this agreement, Initial Acceptance must be confirmed by a resolution of Council). It is expressly agreed and acknowledged that the Municipality is not obliged to accept such works until all conditions outlined above have been satisfied. Notwithstanding the foregoing, where the Sub-divider is seeking a release of securities upon initial acceptance the requirements of section 30.1 apply.

24.2 Initial Acceptance: Electrical Works - With respect to the electrical distribution system Initial Acceptance shall occur upon completion and acceptance of the said system by Alectra Utilities.

25. WARRANTY - MUNICIPAL SERVICES

25.1 A one (1) year maintenance period of Underground Services, to guarantee against defects in construction, as required by this Agreement, shall commence after Initial Acceptance of the Underground Services.

25.2 A two (2) year maintenance period, of the Pavement Structure, to guarantee against defects in construction, as required by this Agreement, shall commence after Initial Acceptance of the Pavement Structure.

25.3 A one (1) year maintenance period for the surface course of asphalt to guarantee against defects in construction, as required by this Agreement, shall commence after Initial Acceptance of the surface course of asphalt.

25.4 A one (1) year maintenance period for all other Municipal Services, to guarantee against defects in construction, as required by this Agreement, shall commence after Initial Acceptance of the remaining Municipal Services.

26. EMERGENCY SITUATION

26.1 If, in the opinion of the Municipal Engineer, there is an emergency situation as a result of any work undertaken by the Subdivider or its servants, or agents, which requires immediate attention to avoid damage to private or public property or services owned by the Municipality or to eliminate a potential hazard to persons, such work may be done immediately by the Municipal Engineer at the expense of the Subdivider, but notice shall be given to the Subdivider at the earliest possible time.

27. REGISTRATION OF SUBDIVISION AGREEMENT

27.1 The Subdivider consents to the registration of this Agreement, by the Municipality, upon the title of the Subject Lands. The Subdivider further agrees to execute such further and other Instruments and Documents as may be required by the Municipality for the purpose of giving effect to this Agreement.

28. DELIVERY OF TRANSFERS OR OTHER DOCUMENTS

28.1 If there are any Transfers, Postponements of Charges or Discharges of Mortgages or other documents to be executed and delivered under this Agreement and as set out in Schedule "D", such documents shall be delivered to, and approved by the solicitor for the Municipality.

28.2 The consideration for such conveyances shall be the sum of Two (\$2.00) Dollars. The cost of preparation, execution and registration thereof shall be the responsibility of the Subdivider.

28.3 The Subdivider covenants and agrees to advise the solicitor for the Municipality, immediately after registration of the Plan on the Subject Lands, of the Plan Number and the registration date, and the Subdivider further covenants and agrees that the documents referenced in subparagraph (.1) above shall be the first registrations against the Subject Lands.

29. RESPONSIBILITY OF SUBDIVIDER - ON SALE OF LOTS

29.1 Notwithstanding the issuance of a building permit, or the sale of a lot, the Subdivider shall remain primarily responsible to the Municipality for all Municipal Services and the completion of all privately owned roads and services (Internal Services – Section 5) , including lot drainage, until such time as a Certificate of Final Acceptance is issued by the Municipal Engineer.

29.2 Should the Subdivider sell lots in the subdivision, prior to the issuance of a Certificate of Final Acceptance, and the Municipal Services are damaged or the drainage pattern re-arranged from the plans and specifications filed with the Municipality, then the Subdivider shall continue to be primarily responsible for these damages or changes.

30. INDEMNIFICATION FROM LIABILITY AND RELEASE

30.1 The Subdivider covenants and agrees with the Municipality, on behalf of itself, its successors and assigns, to indemnify and save harmless the Municipality, its servants and agents from and against any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any work performed by the Subdivider or on his behalf in connection with the carrying out of the provisions of this Agreement.

30.2 The Subdivider further covenants and agrees to release and forever discharge the Municipality from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise either as a result of the failure of the Municipality to carry out any of its obligations under this Agreement, or, as a result of the Municipality performing any municipal work on the Subject Lands or the adjacent properties which may damage or interfere with the works of the Subdivider, provided that such default, failure or neglect was not caused as a result of negligence on the part of the Municipality, its servants or agents.

PART - 7 LETTER OF CREDIT, APPLICATION/REALIZATION

31. APPLICATIONS OF LETTER OF CREDIT AND SECURITY

31.1 Any Letter of Credit or security filed with the Municipality is based upon the estimated cost of completing the various matters prescribed by this Agreement. However, all Letters of Credit and Security received by the Municipality may be used as security for any item or any other matter which under the terms of this Agreement is the responsibility of the Subdivider including any work for which no specific cost of completion is identified.

31.2 In the event of default by the Subdivider under any of the provisions of this Agreement, the Municipality shall have the right, if it so elects, but shall be under no obligation to, realize on the securities or deposits filed by the Subdivider under the terms of this Agreement to complete any of the works or services to be constructed by the Subdivider, or to satisfy in any other way any of the obligations of the Subdivider pursuant to the terms of this Agreement.

32. REALIZATION OF SECURITY OR DEPOSITS

32.1 Default - If, in the event of default of the Subdivider under any of the provisions of this Agreement, it becomes necessary for the Municipality to realize on its security or deposits, then the Municipality (its servants, agents or sub-contractors) shall, if the Municipality so elects have the right and privilege at all times to enter upon the lands described in Schedule "A" for the purpose of repairing or completing any work or services required to be completed by the Subdivider under this Agreement, and for which security is held under this Agreement.

32.2 Exceeding Cost Estimates - If the costs of completion or repair exceeds the amount of security held by the Municipality, and the Municipality elects to cash any security held, such excess shall be paid by the Subdivider to the Municipality 30 days after invoicing by the Municipality. All overdue accounts shall bear interest at the rate of 15% per annum (1.25%/month).

32.3 Save Harmless - The Subdivider on behalf of itself, its successors and assigns agrees to indemnify and save harmless the Municipality from and against any and all claims, suits, actions and demands whatsoever which may arise either directly or indirectly by reason of any work or service performed by the Municipality, its servants or sub-contractors in order to complete the work or services required to be completed under this Agreement, provided the subject matter of such action, suits, claims or demands was not caused intentionally or through gross negligence on the part of the Municipality, its servants or agents or sub-contractors.

32.4 The Construction Act - If the Municipality becomes obligated to make any payments, or pay any costs, under the provisions of Section 17(4) of the Construction Act, R.S.O. 1990, c. C.13, this will constitute a default and entitle the Municipality to realize upon its security.

33. LETTERS OF CREDIT - SURPLUS FUNDS

33.1 In the event that the Municipality cashes a Letter of Credit to complete municipal services, any surplus monies that remain after this work is completed shall be returned to the issuing financial institution for transmission to that party that took out the original Letter of Credit.

34. APPLICATION FOR REDUCTION OF LETTERS OF CREDIT - INITIAL ACCEPTANCE

34.1 The Subdivider may make application to the Municipality for a reduction of a Letter of Credit in connection with the Initial Acceptance process (set out in section 24 above). The following procedure/requirements shall apply:

- (a) Letter of Application - the Subdivider shall file a letter requesting Initial Acceptance of the completed Municipal Services and a corresponding reduction in securities;
- (b) Consultant's Certificate - accompanying the letter of application shall be a letter from the Subdivider's consulting engineer confirming that the specified Municipal Services have been completed in accordance with the requirements of this Agreement and that such services are now at a stage for Initial Acceptance.

- (c) Value of Work Not Completed - there shall also be filed with the Municipality a letter from the consultants confirming the value of work yet to be completed under the Subdivision Agreement, and which value shall be subject to the approval of the Municipal Engineer.
- (d) Municipal Response - the Municipality will coordinate an inspection of those services jointly by the Subdivider's Consulting Engineer and Technical Personnel of the Municipality. Deficiencies will be identified and recorded and the Subdivider's Consulting Engineer will notify the Municipality when the deficiencies have been corrected. Upon receipt of such notification another inspection will be conducted jointly by the Subdivider's Consulting Engineer and Technical Personnel of the Municipality. This process will continue until the Technical Personnel of the Municipality are satisfied that there are no outstanding deficiencies.
- (e) Construction Lien Subsearch - the Municipality will conduct a search which must determine or conclude that no construction liens have been filed which affect the Municipality.
- (f) Amount of Reduction - securities for services Initially Accepted by the Municipality may be reduced to an amount no less than the prescribed warranty amount as set out in this Agreement (for the Municipal Services which are the subject of the request).
- (g) Remaining Securities - securities remaining shall always be 100% of the value of the remaining work plus 10% of the value of the work to cover the holdback for Construction Liens;
- (h) Municipal accounts - no granting of initial acceptance or reduction of security will be permitted unless all accounts with the municipality related to this Phase of the Plan have been paid in full;
- (i) As built drawings - the Subdivider shall supply as built drawings in a form specified by the Municipality.

35. ASSUMPTION OF MUNICIPAL SERVICES AND APPLICATION FOR RELEASE OF LETTERS OF CREDIT

35.1 Upon the expiry of the warranty periods set out herein for all of the Municipal Services the Subdivider may apply for final acceptance and assumption of all of the Municipal Services and the release of securities to the Subdivider. The following procedure/requirements shall apply:

- (a) Letter of Application - the Subdivider shall file a letter requesting assumption of the Municipal Services and Release of the Letter of Credit;
- (b) "As Constructed Drawings"- Composite Services Plan - there shall be filed with the Municipality "as constructed drawings" and a Composite Utilities Servicing Plan in the formats (paper and electronic) and number as required by the Town;
- (c) Worker's Compensation Certificate - there shall be filed with the Municipality a certificate under the applicable Worker's Compensation Legislation confirming that the Contractor has remitted all required payments;
- (d) Declaration as to Accounts - there shall be filed with the Municipality a Statutory Declaration by the Subdivider that all accounts for labour, equipment, materials and plant payable in connection with the construction, installation and maintenance of the said services have been paid in full;
- (e) Surveyor's Certificate - there shall be filed with the Municipality a Surveyor's Certificate confirming:
 - (1) that all proper iron bars markers to define the Municipality's road allowance on the said plans are in place;

- (2) that he has found, replaced or installed all iron bars shown on the Plan and has iron barred the limits of all easements applicable to the said development and required for Municipal Services;
 - (3) that the roads and municipal easements are located within the lands dedicated or granted for such purpose.
- (f) Construction Lien Subsearch - the Municipality will conduct a search which must determine or conclude that no construction liens have been filed which affect the Municipality.
- (g) Final Inspection of Services - the Municipality will coordinate an inspection of those services jointly by the Subdivider's Consulting Engineer and Technical Personnel of the Municipality. Deficiencies will be identified and recorded and the Subdivider's Consulting Engineer will notify the Municipality when the deficiencies have been corrected. Upon receipt of such notification another inspection will be conducted jointly by the Subdivider's Consulting Engineer and Technical Personnel of the Municipality. This process will continue until the Technical Personnel of the Municipality are satisfied that there are no outstanding deficiencies.

Upon the completion/satisfaction of all of the foregoing, upon the adoption of a resolution of Council confirming acceptance, the securities for such Municipal Services may be released.

PART - 8 NOTICES/INTERPRETATION

36. NOTICES

36.1 Any Notice to be given by any party under this Agreement may be given by:

- (a) personal service on the party or an officer or director of the party, or
- (b) prepaid registered mail addressed to the other party at their last known address and which shall be deemed to have been received 72 hours after mailing.

37. TIME OF THE ESSENCE

37.1 The parties hereto agree that time shall be of the essence in this Agreement.

38. ESTOPPEL OF SUBDIVIDER

38.1 The Subdivider agrees to not call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Subdivider in any such proceedings.

39. ENTIRE AGREEMENT

39.1 This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

39.2 This Agreement and the schedules hereto constitute the entire agreement between the parties and neither party is bound by any representation, warranty, promise, agreement or inducement not embodied herein or therein.

39.3 There shall be no changes in the Schedules attached hereto, or in any Plan accepted by the Municipality or others, unless such proposed changes have been submitted to, and approved by, the Municipality.

40. ATTACHED SCHEDULES

40.1 It is agreed that everything included in this Agreement and the Schedules attached thereto, together with all engineering drawings, material and undertakings filed by the Subdivider and accepted by the Municipality, or by any Ministry of the Government, shall be included in and form part of this Agreement.

40.2 The Plans attached hereto as Schedules are either photographic or photostatic reductions or reproductions of the original plans filed and accepted by the Municipality. Where uncertainty exists as to the content or accuracy of the plans, the reader should refer to the original full scale drawings filed with the Municipality.

41. INTERPRETATION

41.1 The parties agree that in interpreting the provisions of this Agreement:

- (a) the word "Subdivider" and the personal pronoun "he" or "his" relating thereto and used therewith, shall be read and construed as "Subdividers" and "his", "hers", "its", or "their", respectively as the number and gender of the party or parties referred to in each case require, and the number of the verb agreeing therewith shall be so construed as agreeing with the said word or pronoun so substituted.
- (b) all covenants, rights, advantages, privileges, immunities, powers and things hereby secured to the Municipality shall be equally secured to and exercisable by its successors and assigns as the case may be.
- (c) all covenants, liabilities and obligations entered into and imposed hereunder upon the Subdivider shall be equally binding upon his, her, its or their heirs, executors, administrators and assigns, or successors and assigns as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the following dates:

By the Subdivider on the 20th day of SEPTEMBER, 2022.

**BAY MOORINGS MARINA HOLDINGS GP INC. and
BAY MOORINGS MARINA HOLDINGS LIMITED
PARTNERSHIP by its general partner,
BAY MOORINGS MARINA HOLDINGS GP INC.**

Per: [Signature]
Name: DAVE ROZYCKI
Title: PRESIDENT

I have the authority to bind the Corporation.

By The Corporation of the Town of Penetanguishene on the 21st day of September 2022.

**THE CORPORATION OF THE TOWN OF
PENETANGUISHENE**

[Signature]
Douglas Leroux, Mayor

[Signature]
Stacey Cooper, Clerk

SCHEDULE "A"

THIS IS SCHEDULE "A" TO THE SUBDIVISION AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF PENETANGUISHENE AND BAY MOORINGS MARINA HOLDINGS GP INC. and BAY MOORINGS MARINA HOLDINGS LIMITED PARTNERSHIP

LEGAL DESCRIPTION

FIRSTLY: PART LOT 114 & 118, ALL LOTS 115, 116, 119, 120, PART OXFORD STREET & PART CAMBRIDGE STREET (CLOSED BY RO1319899), PART CHURCH LOT WEST SIDE OF FOX STREET PLAN 70 AND WATERLOTS IN FRONT OF LOTS 114 TO 120, BLOCK C, OXFORD STREET, CAMBRIDGE STREET PLAN 70 PART 1 51R42898;

SECONDLY: PART LOTS 114, 115, 116, PART OXFORD STREET & CAMBRIDGE STREET (CLOSED BY RO1319899), PART CHURCH LOT WEST OF FOX STREET PLAN 70 PART 2 51R42898;

THIRDLY: PART LOTS 118 & 119 PLAN 70 PART 3 51R42898; SUBJECT TO AN EASEMENT OVER PART 2 51R42898 AS IN RO828761; SUBJECT TO AN EASEMENT OVER PART 3 51R42898 AS IN RO1319899;

FOURTHLY: LOT 117 & PART LOT 118 WEST SIDE FOX STREET PLAN 70 PARTS 1, 2 & 3 51R42899, SUBJECT TO AN EASEMENT OVER PART 2 51R42899 AS IN RO1057794 (PARTIALLY RELEASED BY SC1739216);

FIFTHLY: PART OF THE BED OF PENETANGUISHENE BAY OF GEORGIAN BAY, PART 1 PLAN 51R41848; SUBJECT TO AN EASEMENT AS IN SC1817940; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1861440; TOWN OF PENETANGUISHENE

BEING ALL OF PIN 58435-0177(LT)

SCHEDULE "B"

THIS IS SCHEDULE "B" TO THE SUBDIVISION AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF PENETANGUISHENE AND BAY MOORINGS MARINA HOLDINGS GP INC. and BAY MOORINGS MARINA HOLDINGS LIMITED PARTNERSHIP

DRAFT PLAN OF SUBDIVISION AND REFERENCE PLANS

1. 51M-Draft - Plan of Subdivision of Lot 114 and all of Lots 115, 116, 117, 118, 119, 120 and Part of Oxford Street and Part of Cambridge Street and all of Church Lot (west side of Fox Street) and Water Lots in front of Lots 114, 115, 116, 117, 118, 119, 120, Oxford Street, Cambridge Street and Block C, Registered Plan 70 and Part of the Bed of Penetanguishene Bay of Georgian Bay, Town of Penetanguishene, County of Simcoe prepared Rudy Mak Surveying File No. 15310 Signed by Rudy Mak June 29, 2022.
2. Draft Plan of Survey, Block A, Registered Plan 51M-XXXX Prepared by Rudy Mak Surveying Ltd., File No. 15310-R1
3. Draft Plan of Survey, Block B, Registered Plan 51M-XXXX Prepared by Rudy Mak Surveying Ltd., File No. 15310-R2
4. Draft Plan of Survey, Block C, Registered Plan 51M-XXXX Prepared by Rudy Mak Surveying Ltd., File No. 15310-R3
5. Draft Plan of Survey, Block M, Registered Plan 51M-XXXX Prepared by Rudy Mak Surveying Ltd., File No. 15310-R4

SCHEDULE "C"

THIS IS SCHEDULE "C" TO THE SUBDIVISION AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF PENETANGUISHENE AND BAY MOORINGS MARINA HOLDINGS GP INC. and BAY MOORINGS MARINA HOLDINGS LIMITED PARTNERSHIP

ENGINEERING PROVISIONS

1. SUBDIVIDER'S CONSULTING ENGINEER

1.1 The Subdivider agrees to retain the services of a firm of Professional Engineers, registered to practice in the Province of Ontario as consulting engineers, and experienced in the field of municipal services, to provide all municipal engineering services in accordance with the performance standards for "Consulting Engineering Services to Municipalities" as defined by the Association of Professional Engineers of Ontario. Such firm of Professional Engineers (hereinafter called "the Subdivider's Engineer") must first be approved in writing by the Municipal Engineer.

1.2 The Subdivider's Engineer shall carry out all design work, prepare plans, specifications, provide such information as is required by the Municipal Engineer, estimate costs, prepare and submit the necessary applications for approvals, contract for the construction or installation of the said services, call tenders, report on tenders received, construction layout, job records, obtain and record "as constructed" information, provide resident inspection and general supervision and prepare progress reports, and progress payment certificates. The Municipality may at the discretion of the Municipal Engineer, place a Municipal Inspector on the work, at the expense of the Subdivider.

2. CONTRACTOR TO BE APPROVED

2.1 If Municipal Services are to be installed by a contractor selected by the Subdivider, such contractor shall be prior approved in writing by the Municipal Engineer.

3. INSPECTION BY MUNICIPALITY

3.1 The Municipal Engineer and/or the Building Department shall have the right to inspect the installation of works and services at all times.

3.2 If at any time the work and construction of the Municipal Services is, in the opinion of the Municipal Engineer, not being carried out in accordance with the plans and specifications, or in accordance with good engineering practice, then the Municipal Engineer may stop all or any part of the work on the installation of the Municipal Services for any length of time until such work has been placed in satisfactory condition, and in the event that the Municipal Engineer deems that the work has not been proceeded within a proper manner, then he may stop the work by that Contractor and require that another Contractor be placed on the job to complete such works, and the cost involved in such replacement and completion of the work shall be paid for by that Subdivider.

4. INCOMPLETE OR FAULTY WORK

4.1 In the event that the Subdivider fails to install the herein required Municipal Services within the time specified, or if in the sole opinion and discretion of the Municipal Engineer the Subdivider:

- (a) is not prosecuting or causing to be prosecuted the work required in connection with this Agreement with due diligence, and/or,
- (b) is improperly performing the work, and/or,
- (c) has caused unreasonable delays so that the conditions of this Agreement are not being complied with or are being carelessly executed, and/or,
- (d) is refusing to re-do, or again perform such work as may be rejected by the Municipal Engineer as defective or unsuitable, and/or
- (e) is in default of performance of the terms of this Agreement, then in such case the Municipal Engineer shall notify the Subdivider of such fault or neglect and may specify the time within which such default or neglect shall then be remedied, and if it is not remedied by the specified time, then
 - i) the Municipal Engineer shall have full authority and power to stop all work by the Subdivider, its servants or agents and if the Municipality so elects it may purchase such material, tools and machinery and employ such

workmen or contractors as in the Municipal Engineer's opinion shall be required to complete such work, and

- ii) the Municipality shall be entitled to realize on its security without further notice to the Subdivider in order to provide funds for the payment of any work undertaken by the Municipality (provided that if the Municipality realizes on its security, it shall not be obligated to complete the said work but may elect to hold such sums as cash reserves pending the completion of the work by the Subdivider), and,
- iii) in the event that the cost of any work performed by the Municipality exceeds the realizable value of the security available to the Municipality then the Subdivider shall, within 30 days of demand by the Municipality, reimburse the Municipality for such excess expenses, and if it is not paid within the 30 days, such unpaid balance shall bear interest at the rate of 15% per annum (1.25%/month) and if not paid may be applied as a charge on the Subject Lands by the Municipality.

5. CONDITION OF LANDS

5.1 The Subdivider covenants and agrees that any lands or easements to be conveyed to the Municipality as set out in Schedule "D", will not be used by the Subdivider for the depositing of debris obtained from the development of the Subject Lands, or the storage of materials and equipment. The Subdivider further covenants and agrees to remove at its own expense any debris or refuse upon the Subject Lands as required by the Municipal Engineer.

5.2 Construction Office and Equipment Storage Area – Not Applicable as all lands are in private ownership.

6. CONSTRUCTION ACT

6.1 The Subdivider agrees that he will hold back in his payment to any Contractor who may construct services, such amounts as may be required under the provisions of the Construction Act of Ontario.

6.2 The Subdivider agrees to indemnify and save harmless the Municipality from and against all claims, demands, actions, causes of actions and cost resulting from any construction lien filings or resulting in any way in connection with the work being performed by the Subdivider herein, and, on demand by the Municipality, the Subdivider will take such steps as is necessary to immediately discharge all liens upon the services.

7. REPAIR OF DAMAGE, FOREIGN MATERIALS

7.1 The Subdivider shall be responsible for the repair of any damage (including the removal of foreign materials on municipally owned lands and roads), caused as a result of any construction being performed by the Subdivider pursuant to the provisions of this Agreement or pursuant to any Building Permit issued by the Municipality to the Subdivider.

8. OWNERSHIP OF MUNICIPAL SERVICES

8.1 The parties hereto agree that once accepted by the Municipality, the Municipal Services constructed pursuant to the provisions of this Agreement on municipal lands, shall be exclusively owned by the Municipality.

9. CONNECTION TO SERVICES BEFORE OCCUPANCY

9.1 The Subdivider shall connect the Municipal Services on the Subject Lands to the Municipal Water and Sanitary Sewer Systems prior to the occupancy of the premises on the subject lands.

9.2 The Subdivider's Engineer shall provide certification that connections have been completed in accordance with the approved plans and/or Town Engineering Standards. The Subdivider shall provide in the form of a report or on the as built plans the elevation of the laterals at the applicable main and property line.

10. WORK AND INSPECTION CHARGES TO SUBDIVIDER

10.1 The cost of any work, including inspection, performed by the Municipality pursuant to the provisions of this Agreement, shall be calculated by the Municipal Engineer, whose decision shall be final and binding.

10.2 Engineering and inspection costs shall be determined by the scale of fees as recommended by the Association of Professional Engineers of Ontario (hereinafter called "PEO") for Consulting Engineering Services, and for all other work charges at a rate of 135%, for the cost of labour, equipment and material. Such sum shall be payable by the Subdivider on demand, it being understood and agreed that the Municipality would not have executed this Agreement without the assumption by the Subdivider of all the financial obligations imposed by this Agreement.

11. ACCESS DURING CONSTRUCTION

11.1 If by the provisions of this Agreement, the Subdivider is required to construct the Municipal Services he shall maintain access to all properties adjacent to the Municipal Services being constructed, during the period of construction, so that the adjacent Subdividers of such properties shall have proper ingress and egress to their property.

12. RELOCATION OF SERVICES

12.1 It shall be the responsibility of the Subdivider to make the necessary arrangements and be responsible for the costs for the removal and relocation of any existing Municipal Services which require relocation in the course of, or in connection with, the construction to be performed under this Agreement.

13. TOWN ENGINEERING STANDARDS

13.1 All Municipal Services to be constructed by the Subdivider under the terms of this Agreement shall be constructed in accordance with the Town Engineering Standards.

13.2 As of the date of this Agreement, the applicable Town Engineering Standards, Revision 1, dated April, 2009 are as adopted by Council, May 13th, 2009. The Subdivider acknowledges and accepts that the Town Engineering Standards are subject to amendment from time to time, and that the Municipal Services to be constructed by the Subdivider shall be constructed in accordance with the Town Engineering Standards in effect at the time that construction of the Municipal Services commences.

13.3 The Subdivider hereby acknowledges receipt of a copy of the current Town Engineering Standards.

14. ENGINEERING PLANS AND DRAWINGS

The following plans and drawings prepared by Tatham Engineering, File No. 120246, Champlain Shores, Town of Penetanguishene, (excepted as noted otherwise) including:

4th Submission

Dwg.	Description
120246-TP-1	TITLE PAGE
120246-IN-1	DRAWING INDEX AND LEGEND
17-392-GEN-S	GENERAL SERVICING PLAN SOUTH
17-392-GEN-N	GENERAL SERVICING PLAN NORTH
17-392-PH-1	PHASING PLAN
17-392-SGP-S	SITE GRADING PLAN SOUTH
17-392-SGP-N	SITE GRADING PLAN NORTH
17-392-SAN	SANITARY DRAINAGE AREA PLAN
17-392-STM	STORM DRAINAGE AREA PLAN
17-392-PP1	PLAN AND PROFILE - STREET A - STA. 0+000 TO 0+150
17-392-PP2	PLAN AND PROFILE - STREET B - STA. 0+000 TO 0+280
17-392-PP3	PLAN AND PROFILE - STREET C - STA. 0+000 TO 0+280
17-392-PP4	PLAN AND PROFILE - STREET D - STA. 0+000 TO 0+140
17-392-ESC-1	EROSION AND SEDIMENT CONTROL PLAN
17-392-SWM-1	STORMWATER MANAGEMENT DETAILS PLAN 1
17-392-SWM-2	STORMWATER MANAGEMENT DETAILS PLAN 2
17-392-DS-1	DETAILS SHEET 1
17-392-DS-2	DETAILS SHEET 2
17-392-DS-3	DETAILS SHEET 3
17-392-DS-4	DETAILS SHEET 4
17-392-DS-5	DETAILS SHEET 5 - SANITARY & STORM DESIGN SHEETS
17-392-SPS-1	SEWAGE PUMP STATION DETAILS 1
17-392-SPS-2	SEWAGE PUMP STATION DETAILS 2
17-392-PM-S	TRAFFIC SIGNAGE & PAVEMENT MARKINGS PLAN SOUTH
17-392-PM-N	TRAFFIC SIGNAGE & PAVEMENT MARKINGS PLAN NORTH
17-392-ESMM-1	EXCESS SOILS AND MATERIALS MANAGEMENT PLAN
17-392-CSMP-1	CONSTRUCTION STAGING, MITIGATION AND PARKING PLAN
17-392-DP-2	STORM POST DEVELOPMENT DRAINAGE AREA PLAN
20-5881-E-100	SITE LIGHTING LAYOUT - SOUTH SECTION
20-5881-E-101	SITE LIGHTING LAYOUT - NORTH SECTION
20-5881-E-102	SITE LIGHTING CIRCUITING - SOUTH SECTION
20-5881-E-103	SITE LIGHTING CIRCUITING - NORTH SECTION

Champlain Shores Stormwater Management Report, WMI & Associates Ltd. June 2020 with Champlain Shores Stormwater Management Report Addendum, prepared by Tatham Engineering November 15, 2021

Stormwater Management Operations & Maintenance Manual, WMI & Associates, June, 2021 and Addendum to Stormwater Management Operations & Maintenance Manual, Tatham Engineering, February 16, 2022.

Champlain Shores SPS Design Brief, May 13, 2021, revised November 17, 2021.

Shoreline Natural Hazards and Condition Assessment (ShorePlan November, 2018) with Addendum Email from ShorePlan dated January 10, 2020

Soil Engineers Ltd., Letter Dated October 14, 2021, File Reference Ref. No. 2107-M170.

Grade Beam Design for Strongwall Retaining Wall - Grade Beam and Pile Details, Quantum Engineering, May 27, 2022, Drawing RW-2

Tree Replacement/Compensation Report - Champlain Shores Marina Residential Development, Landmark Environmental Group Ltd., August 6, 2021

Landscape Drawing Package - Champlain Shores, Landmark Environmental Group, April 29, 2022

Drawing ARB-1A	Arborist Plan 1A
Drawing ARB-1B	Arborist Plan 1B
Drawing ARB-2	Arborist Plan Enlargement Plan 1
Drawing ARB-3	Arborist Plan Enlargement Plan 2
Drawing ARB-4	Arborist Plan Enlargement Plan 3
Drawing LP-1	Overall Landscape Plan
Drawing LP-2	Landscape Enlargement Plan 1
Drawing LP-3	Landscape Enlargement Plan 2
Drawing LP-4	Landscape Enlargement Plan 3
Drawing LP-5	Landscape Enlargement Plan 4
Drawing D-1	Details
Drawing D-2	Plant List & Details

Composite Utility Plan, Champlain Shores, Tatham Engineering, December 2020

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SCHEDULE "D"

THIS IS SCHEDULE "D" TO THE SUBDIVISION AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF PENETANGUISHENE AND BAY MOORINGS MARINA HOLDINGS GP INC. and BAY MOORINGS MARINA HOLDINGS LIMITED PARTNERSHIP

DEED AND EASEMENTS TO BE CONVEYED

All title documents shall be properly drawn and executed by the parties, with the appropriate Lot or Block number inserted in the description of the document, and the registered Plan Number shall be left blank, to be inserted by the solicitors for the parties after the Plan is registered and a Plan Number assigned. The consideration for all conveyances shall be the sum of Two Dollars (\$2.00) and the cost of preparation, execution and registration thereof shall be borne by the Subdivider.

All documents to be registered, shall be prior approved by the Solicitor for the Municipality.

1. Conveyances following Registration of M-Plan
 - (a) In fee simple to the Town from Subdivider:
 - i. Block 14, 51M-Draft, for 1 foot reserve.
 - (b) Easements to the Municipality from Subdivider
 - i. Parts 27, 28, and 29_ 51R-XXXX (File No. 15310-R4) – for bulk water meter.
 - (c) Easement to Utilities Providers from Subdivider
 - i. Blanket Easement (if requested);
 - (d) Easements to Condominium Corporation
 - i. a blanket easement over Block 1, 51M-Draft for shorewall/shoreline maintenance;
 - ii. an easement over Blocks 6, 16, 22 and 23, 51M-Draft for stormwater drainage (in favour of the proposed Common Elements and/or All other Blocks)
2. Restriction – Block I and Part of Block D (Block 9 and 13, 51M-Draft)
 - (a) Section 118 Restriction
3. Lands for which a discharge/postponement of mortgage/charge is required

The Subdivider shall provide:

 - (a) Postponement(s) of any registered encumbrance or instrument in favour of the Subdivision Agreement as it relates to lands described in Schedule "A" and in favour of the easements referenced in section 1(b) and 2(a).
 - (b) Partial discharge of the instruments referenced in subsection (a) regarding the lands to be conveyed to the Town described in 1(a) above.

SCHEDULE "E"

THIS IS SCHEDULE "E" TO THE SUBDIVISION AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF PENETANGUISHENE AND BAY MOORINGS MARINA HOLDINGS GP INC. and BAY MOORINGS MARINA HOLDINGS LIMITED PARTNERSHIP

CASH DEPOSITS, DEVELOPMENT CHARGES AND SECURITY

The Subdivider shall, on the dates specified herein, lodge with the Municipality the following described cash deposits, development charges and security.

1. TYPE OF SECURITY

Any security required to be filed under this Agreement, shall be by Certified Cheque/Bank Draft, Letter of Credit valid for a period of 1 year with extension provisions and prepared in a form provided by the Municipality or a combination thereof. It shall be drawn on a Schedule A Chartered Bank of Canada and shall be for the amount hereafter set out.

2. REDUCTION OF SECURITY

The Subdivider may, as portions of the work are completed, make application to the Municipality to reduce the security in accordance with the preceding provisions.

3. REFUNDABLE DEPOSITS

3.1 Warranty Against Defects - Security

If the Subdivider, by the terms of this Agreement, is required to construct Municipal Services, a cash deposit or a Letter of Credit to the amount hereinafter set out, shall, on the date of the acceptance of the last Municipal Service, be deposited with and retained by the Municipality for the periods set out in this Agreement after acceptance of the services, as a guarantee against any defects in the construction of such services, and also as a guarantee of due compliance of all provisions and obligations of this Agreement, in the amount set out hereinafter.

4. INTEREST EARNED

Any interest earned on cash deposits or on security cashed by the Municipality shall accrue to the Municipality.

5. CASH DEPOSITS AND PAYMENTS TO THE MUNICIPALITY

The following cash deposits and payments include estimates (Legal and Engineering) and are to be paid to the Municipality prior to the execution of this Agreement by the Municipality. In the event that the actual costs incurred by the Municipality exceed the deposits, such excess shall be invoiced to the Subdivider and be due and payable 30 days after demand:

A. DEPOSIT: LEGAL AND ENGINEERING

For legal and engineering expenses and disbursements in connection with all matters related to this Subdivision Agreement, a preliminary deposit of

Total L/E **\$ 5,000.00**

The Subdivider agrees to provide subsequent deposits of this amount upon written request (invoice) of the Town.

B. CASH PAYMENTS

a. Cash In Lieu of Parkland \$162,800.00

6. SECURITY TO BE LODGED AT TIME OF EXECUTION

Security in the following amounts shall be lodged with the Municipality

a.	@10% of Estimated Costs of Works (excluding SWM related) on Subdivision Lands Based upon \$ 1,939,093.31	\$193,909.33
b.	@100% of Estimated Costs of SWM works on Subdivision Lands Based upon \$456,839.71	\$456,839.71
c.	@100% of Estimated Costs of Works on Municipal Lands Based upon \$77,390.99	<u>\$77,390.99</u>
	Subtotal Security	\$728,140.03
	Less Security Held under Pre-Servicing	<u>\$316,984.29</u>
	Security	\$411,155.74

7. WARRANTY SECURITY

a.	@10% of Estimated Cost of Works on Municipal Lands Based upon \$77,390.99	\$7,739.10
b.	@10% of Estimated Costs of Works (excluding SWM related) on Subdivision Lands Based upon \$193,909.33	\$19,390.93
c.	@10% of Estimated Costs of SWM works on Subdivision Lands Based upon \$456,839.71	<u>\$45,683.97</u>

**Total Warranty (to be retained from amounts lodged)
\$72,814.00**


8. SUMMARY OF AMOUNTS DUE AT SIGNING

a.	Cash Deposits/Payments	\$167,800.00
b.	Security for Warranty	\$411,155.74

SCHEDULE "F"

THIS IS SCHEDULE "F" TO THE SUBDIVISION AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF PENETANGUISENE AND BAY MOORINGS MARINA HOLDINGS GP INC. and BAY MOORINGS MARINA HOLDINGS LIMITED PARTNERSHIP


WORK COST ESTIMATES

 Champlain Shores Estimate of Probable Cost (for Security) External Works (within Fox Street R.O.W.)		Prepared by: DW		Date: December 6, 2021	
Item No.	Description	Estimated Quantity	Unit	Estimated Unit Price	Total
PART A					
SANITARY SEWAGE SYSTEM					
1	Supply and install 1200mmØ Manhole (Doghouse).	1.0	ea	\$9,000.00	\$9,000.00
2	Supply and install 1200mmØ Manhole.		ea		n/a
3	Install one (1) HiFlo Duplex Submersible Grinder Pump Station c/w backup power to be supplied by MLM.		ea		n/a
4	Supply and install 200mmØ Sewer main (c/w groundwater cutoffs).	4.0	m	\$140.00	\$560.00
5	Supply and install 75mmØ SDR11 HDPE Forcemain.		m		n/a
6	Supply and install 100mmØ Service lateral.		ea		n/a
Part A Sub-Total					\$9,560.00
PART B					
WATER DISTRIBUTION SYSTEM					
1	Connection to existing watermain at meter chamber on Fox Street.		ea		n/a
2	Supply and install 150mmØ dia. watermain.		m		n/a
3	Supply and install 150mmØ dia. water Valve.		ea		n/a
4	Supply and install 100mmØ dia. Watermain (for Block I).		m		n/a
5	Supply and install 100mmØ dia. water Valve.		ea		n/a
6	Supply and install fire hydrant c/w Valve.		ea		n/a
7	Supply and install Backflow prevention - Watts LF Series 757N double check valve c/w 2400mm manhole.		ea		n/a
8	Supply and install 25mmØ service lateral.		ea		n/a
Part B Sub-Total					n/a

PART C		STORMWATER DRAINAGE SYSTEM						
1	Supply and install 1200mmØ manhole.		ea				n/a	
2	Supply and install 1200mmØ catchbasin manhole.	1.0	ea	\$6,800.00		\$6,800.00		
3	Supply and install 1500mmØ manhole.		ea				n/a	
4	Supply and install single catchbasins.		ea				n/a	
5	Supply and install 300mmØ catchbasin leads.	6.5	m	\$205.00		\$1,332.50		
6	Supply and install double catchbasins.		ea				n/a	
7	Supply and Install double catchbasin manhole.		ea				n/a	
8	Supply and install 450mmØ ADS Nyloplast andscape catchbasins c/w 450mm standard H-20 grate.		ea				n/a	
9	Supply and install Oil Grit Separator CDS PMSU 3025_6 manufactured by ConTech (or approved equivalent).		ea				n/a	
10	Supply and install 300mmØ storm sewer (c/w groundwater cutoffs).		m				n/a	
11	Supply and install 375mmØ storm sewer (c/w groundwater cutoffs).		m				n/a	
12	Supply and install 450mmØ storm sewer (c/w groundwater cutoffs).		m				n/a	
13	Supply and install 600mmØ storm sewer (c/w groundwater cutoffs).		m				n/a	
14	Supply and install 200mmØ subdrain c/w filter cloth.		m				n/a	
15	Supply and install 20.0m – 400mmØ CSP culvert at Street B and Fox Street.	20.0	m	\$180.00		\$3,600.00		
16	Supply and install 26.5m – 400mmØ CSP culvert at Street A and Fox Street.	26.5	m	\$180.00		\$4,770.00		
17	Supply and install culvert headwall (precast masonry block wall).	3.0	ea	\$4,500.00		\$13,500.00		
18	Construct Basin #2 - as per details on Dwg. No. SWM-2.		ea				n/a	
19	Connect proposed 300mmØ storm sewer to existing manhole c/w water tight seal (near CBMH18).	1.0	LS	\$1,000.00		\$1,000.00		
Part C Sub-Total							\$31,002.50	

PART D		ROADWAY						
1	Preparation & fine grading of subgrade for roadway	194.0	m ²	\$2.00		\$388.00		
	a) 7.0 m wide road subgrade							
2	Supply, Place & Compact Road Materials	194.0	m ²	\$15.00		\$2,910.00		
	a) 40mm HL3 Surface Course	194.0	m ²	\$17.00		\$3,298.00		
	b) 50mm HL8 Base Course	194.0	m ²	\$10.00		\$1,940.00		
	c) 150mm Granular A	194.0	m ²	\$10.50		\$2,037.00		
	d) 300mm Granular B	194.0	m ²	\$4.50		\$873.00		
	e) Geogrid c/w geotextile (Easygrid 3)							
3	Supply & Install 100mm Ø Subdrain c/w filter cloth and connections to catchbasins.		m				n/a	
4	Supply & Install concrete rollover curb (as per OPSD 600.100).		m				n/a	
5	Supply & Install Concrete Sidewalk (1.5m wide) including gazebo area.		m ²				n/a	
6	Supply & Install tactile plates.		ea				n/a	
7	Supply and install street signs.							
	a) Street Name Sign	1.0	ea	\$400.00		\$400.00		
	b) Stop Sign	1.0	ea	\$500.00		\$500.00		
8	Construct 150mm deep swale on Fox Street (west boulevard) c/w 100mm topsoil and seed.	220.0	m	\$35.00		\$7,700.00		
Part D Sub-Total							\$20,046.00	
PART E		SITE PREPARATION						
1	Supply and install mud mat (c/w quarry stone & geotextile mat)		ea				n/a	
2	Straw Bales		ea				n/a	
3	Supply and install heavy duty silt fence (as per OPSD 219.130).		m				n/a	
Part E Sub-Total							n/a	

PART F		MISCELLANEOUS			
1		Provisional Item - Supply and install Granular B fill (based on removing 0.51m D x 3.0m W x 910m L)		m ²	n/a
2		Supply and install retaining wall complete with guard (per OBC).		m ²	n/a
3		Supply and install all equipment required for de-watering.		LS	n/a
Part F Sub-Total					n/a
SUMMARY - Estimate of Probable Cost - Phase 1 to 4					
PART A	SANITARY SEWAGE SYSTEM				\$9,560.00
PART B	WATER DISTRIBUTION SYSTEM				n/a
PART C	STORMWATER DRAINAGE SYSTEM				\$31,002.50
PART D	ROADWAY				\$20,046.00
PART E	SITE PREPARATION				n/a
PART F	MISCELLANEOUS				n/a
	SUB TOTAL 1				\$60,608.50
	CONTINGENCY (10%)				\$6,060.85
	ENGINEERING (3%)				\$1,818.26
	SUB TOTAL 2				\$68,487.61
	H.S.T. (13%)				\$8,903.39
	TOTAL				\$77,390.99
Notes:					
1. All quantities are based on the engineering drawings prepared by Tatham Eng (dated Sep, 2021) and are subject to change based on municipal review comments.					
2. The above quantities include water and sanitary service stubs to Phase 4 (condo building) but does not include parking lot storm sewer and structures.					

 Champlain Shores Estimate of Probable Cost (for Security) Internal Works (Phase 1 to 3)		Prepared by: DW Date: December 6, 2021			
Item No.	Description	Estimated Quantity	Unit	Estimated Unit Price	Total
PART A					
SANITARY SEWAGE SYSTEM					
1	Supply and install 1200mmØ Manhole (Doghouse).		ea		n/a
2	Supply and install 1200mmØ Manhole.	14.0	ea	\$6,800.00	\$95,200.00
3	Install one (1) HiFlo Duplex Submersible Grinder Pump Station c/w backup power to be supplied by MLM.	1.0	ea	\$8,200.00	\$8,200.00
4	Supply and install 200mmØ Sewer main (c/w groundwater cutoffs).	541.7	m	\$140.00	\$75,838.00
5	Supply and install 75mmØ SDR11 HDPE Forcemain.	71.0	m	\$102.00	\$7,242.00
6	Supply and install 100mmØ Service lateral.	50.0	ea	\$1,200.00	\$60,000.00
Part A Sub-Total					\$246,480.00
PART B					
WATER DISTRIBUTION SYSTEM					
1	Connection to existing watermain at meter chamber on Fox Street.	1.0	ea	\$4,000.00	\$4,000.00
2	Supply and install 150mmØ dia. watermain.	796.0	m	\$180.00	\$143,280.00
3	Supply and install 150mmØ dia. water Valve.	12.0	ea	\$1,600.00	\$19,200.00
4	Supply and install 100mmØ dia. Watermain (for Block I).	7.0	m	\$130.00	\$910.00
5	Supply and install 100mmØ dia. water Valve.	1.0	ea	\$1,400.00	\$1,400.00
6	Supply and install fire hydrant c/w Valve.	6.0	ea	\$7,000.00	\$42,000.00
7	Supply and install Backflow prevention - Watts LF Series 757N double check valve c/w 2400mm manhole.	1.0	ea	\$24,000.00	\$24,000.00
8	Supply and install 25mmØ service lateral.	50.0	ea	\$1,200.00	\$60,000.00
Part B Sub-Total					\$294,790.00

PART C		STORMWATER DRAINAGE SYSTEM						
1	Supply and install 1200mmØ manhole.	3.0	ea	\$6,800.00		\$20,400.00		
2	Supply and install 1200mmØ catchbasin manhole.	6.0	ea	\$7,200.00		\$43,200.00		
3	Supply and install 1500mmØ manhole.	1.0	ea	\$8,200.00		\$8,200.00		
4	Supply and install single catchbasins.	8.0	ea	\$2,200.00		\$17,600.00		
5	Supply and install 300mmØ catchbasin leads.	118.9	m	\$160.00		\$19,024.00		
6	Supply and install double catchbasins.	4.0	ea	\$3,400.00		\$13,600.00		
7	Supply and install double catchbasin manhole.	4.0	ea	\$7,200.00		\$28,800.00		
8	Supply and install 450mmØ ADS Nyloplast andscape catchbasins c/w 450mm standard H-20 grate.	2.0	ea	\$2,200.00		\$4,400.00		
9	Supply and install Oil Grit Separator CDS PMSU 3025_6 manufactured by ConTech (or approved equivalent).	1.0	ea	\$34,000.00		\$34,000.00		
10	Supply and install 300mmØ storm sewer (c/w groundwater cutoffs).	113.0	m	\$205.00		\$23,165.00		
11	Supply and install 375mmØ storm sewer (c/w groundwater cutoffs).	166.2	m	\$210.00		\$34,902.00		
12	Supply and install 450mmØ storm sewer (c/w groundwater cutoffs).	133.0	m	\$225.00		\$29,925.00		
13	Supply and install 600mmØ storm sewer (c/w groundwater cutoffs).	27.5	m	\$350.00		\$9,625.00		
14	Supply and install 200mmØ subdrain c/w filter cloth.	63.9	m	\$85.00		\$5,431.50		
15	Supply and install 20.0m – 400mmØ CSP culvert at Street B and Fox Street.		m			n/a		
16	Supply and install 26.5m – 400mmØ CSP culvert at Street A and Fox Street.		m			n/a		
17	Supply and install culvert headwall (precast masonry block wall).		ea			n/a		
18	Construct Basin #2 - as per details on Dwg. No. SWM-2.	1.0	ea	\$24,000.00		\$24,000.00		
Part C Sub-Total							\$316,272.50	

PART D		ROADWAY						
1	Preparation & fine grading of subgrade for roadway a) 7.0 m wide road subgrade	6,314.0	m ²	\$2.00		\$12,628.00		
2	Supply, Place & Compact Road Materials							
	a) 40mm HL3 Surface Course	5,633.0	m ²	\$15.00		\$84,495.00		
	b) 50mm HL8 Base Course	5,633.0	m ²	\$17.00		\$95,761.00		
	c) 150mm Granular A	6,314.0	m ²	\$10.00		\$63,140.00		
	d) 300mm Granular B	6,314.0	m ²	\$10.50		\$66,297.00		
	e) Geogrid c/w geotextile (Easygrid 3)	5,633.0	m ²	\$4.50		\$25,348.50		
3	Supply & Install 100mm Ø Subdrain c/w filter cloth and connections to catchbasins.	1,485.0	m	\$25.00		\$37,125.00		
4	Supply & Install concrete rollover curb (as per OPSD 600.100).	1,485.0	m	\$60.00		\$89,100.00		
5	Supply & Install Concrete Sidewalk (1.5m wide) including gazebo area.	750.0	m ²	\$85.00		\$63,750.00		
6	Supply & Install tactile plates.	6.0	ea	\$780.00		\$4,680.00		
7	Supply and install street signs.							
	a) Street Name Sign	7.0	ea	\$400.00		\$2,800.00		
	b) Stop Sign	15.0	ea	\$500.00		\$7,500.00		
8	Construct 150mm deep swale on Fox Street (west boulevard) c/w 100mm topsoil and seed.		m	\$35.00		n/a		
Part D Sub-Total							\$552,624.50	
PART E		SITE PREPARATION						
1	Supply and install mud mat (c/w quarry stone & geotextile mat)	2.0	ea	\$3,000.00		\$6,000.00		
2	Straw Bales	10.0	ea	\$300.00		\$3,000.00		
3	Supply and install heavy duty silt fence (as per OPSD 219.130).	650.0	m	\$16.00		\$10,400.00		
Part E Sub-Total							\$19,400.00	

PART F		MISCELLANEOUS				
1		Provisional Item - Supply and install Granular B fill (based on removing 0.51m D x 3.0m W x 910m L)	1,400.0	m ²	\$24.00	\$33,600.00
2		Supply and install retaining wall complete with guard (per OBC).	190.0	m ²	\$450.00	\$85,500.00
3		Supply and install all equipment required for de-watering.	1.0	LS	\$28,000.00	\$28,000.00
Part F Sub-Total						\$147,100.00
SUMMARY - Estimate of Probable Cost - Phase 1 to 4						
PART A	SANITARY SEWAGE SYSTEM					\$246,480.00
PART B	WATER DISTRIBUTION SYSTEM					\$294,790.00
PART C	STORMWATER DRAINAGE SYSTEM					\$316,272.50
PART D	ROADWAY					\$552,624.50
PART E	SITE PREPARATION					\$19,400.00
PART F	MISCELLANEOUS					\$147,100.00
	SUB TOTAL 1					\$1,576,667.00
	CONTINGENCY (10%)					\$157,666.70
	ENGINEERING (3%)					\$47,300.01
	SUB TOTAL 2					\$1,781,633.71
	H.S.T. (13%)					\$231,612.38
	TOTAL					\$2,013,246.09
Notes:						
1. All quantities are based on the engineering drawings prepared by Tatham Eng (dated Sep, 2021) and are subject to change based on municipal review comments.						
2. The above quantities include water and sanitary service stubs to Phase 4 (condo building) but does not include parking lot storm sewer and structures.						

SCHEDULE "G"

THIS IS SCHEDULE "G" TO THE SUBDIVISION AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF PENETANGUISHENE AND BAY MOORINGS MARINA HOLDINGS GP INC. and BAY MOORINGS MARINA HOLDINGS LIMITED PARTNERSHIP

**NOTICE PROVISIONS FOR AGREEMENTS
OF PURCHASE AND SALE**

All Lots within Block A (Block 1, 51M-Draft)

1. Lake Levels/Shoreline - Penetang Harbour and Georgian Bay is subject to fluctuations in lake levels. The subdivision has installed shoreline structures to protect the land from erosion and flooding that may occur with the changes in lake level. The shoreline structures have been designed specifically for protection of land and property and cannot be altered or changed without approval by the Town of Penetanguishene. Additionally, no structures shall be constructed within 20.5 metres of the engineered shoreline.

All Lots, Block E (Block 5, 51M-Draft)

2. No Access to Fox Street - Purchasers are advised that no driveway or rear yard access points to the abutting Fox Street are permitted.

All Blocks/Lots

3. School Boards -

a) Accommodation within a public school in the community is not guaranteed and students may be accommodated in temporary facilities (e.g., portable classrooms, a "holding school") or in schools within or outside of the community.

b) School buses may not enter the subdivision and that pick-up points will be at the location convenient to the Simcoe County Student Transportation Consortium.

c) Persons residing in the Plan of Subdivision attending educational facilities operated by the Simcoe Muskoka Catholic District School Board may be transported to / accommodated in temporary facilities

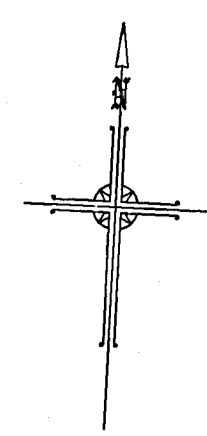
All Blocks/Lots

4. Private Road and Services – the roads and services located within the subject lands (including drinking water supply, sanitary sewage collection and storm sewers works) are privately owned and operated/maintained by the Developer and subsequently the condominium corporation. The Town of Penetanguishene is not responsible for these systems or the roads within the development.

DISTANCES
DISTANCES SHOWN ON THIS PLAN ARE ADJUSTED GROUND LEVEL DISTANCES AND CAN BE USED TO COMPUTE GRID CO-ORDINATES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.99994868.

POINT ID	NORTHING	EASTING
A	4959749.69	584410.08
B	4959548.65	584420.78

CAUTION:
• COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THE PLAN.



FINAL APPROVAL STAMP

Approved in accordance with Section 51(68) of the Planning Act RSO, 1990, Chapter P.13, as amended.
THIS 28 DAY OF September, 2022

Andrea Betty
ANDREA BETTY
DIRECTOR OF PLANNING AND DEVELOPMENT
TOWN OF PENETANGUISHENE

PLAN 51M-1234

CERTIFICATE OF REGISTRATION
I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF SIMCOE COUNTY (NO. 51) AT 1:00 O'CLOCK ON THE 28th DAY OF September, 2022 AND ENTERED IN THE REGISTER FOR PROPERTY IDENTIFIER NUMBER 58435-0177(LT), AND REQUIRED CONSENTS ARE REGISTERED AS PLAN DOCUMENT NO. SC 1934180

THIS PLAN COMPRISE ALL OF PLAN 58435-0177(LT) BLOCKS 1 TO 27, INCLUSIVE ARE SUBJECT TO AN EASEMENT AS IN SC1908654. BLOCKS 1 TO 6 INCLUSIVE, 9 TO 16 INCLUSIVE, 18 TO 24 INCLUSIVE AND 22 TO 27 INCLUSIVE ARE SUBJECT TO AN EASEMENT AS IN SC1881440. BLOCKS 1 TO 14 INCLUSIVE, AND 17 TO 21 INCLUSIVE, AND 26 AND 27 ARE SUBJECT TO AN EASEMENT AS IN SC1817940. BLOCKS 15 AND 16 ARE SUBJECT TO A RIGHT OF WAY AS IN R01057794.

PLAN OF SUBDIVISION OF
PART OF LOT 114 AND ALL OF
LOTS 115, 116, 117, 118, 119, 120 AND
PART OF OXFORD STREET AND PART OF
CAMBRIDGE STREET AND ALL OF
CHURCH LOT
(WEST SIDE OF FOX STREET)
AND WATER LOTS IN FRONT OF
LOTS 114, 115, 116, 117, 118, 119, 120,
OXFORD STREET, CAMBRIDGE STREET
AND BLOCK C
REGISTERED PLAN 70
AND PART OF THE BED OF PENETANGUISHENE BAY
OF GEORGIAN BAY
TOWN OF PENETANGUISHENE
COUNTY OF SIMCOE

SCALE 1 : 750
RUDY MAK SURVEYING LTD.

SURVEYOR'S CERTIFICATE

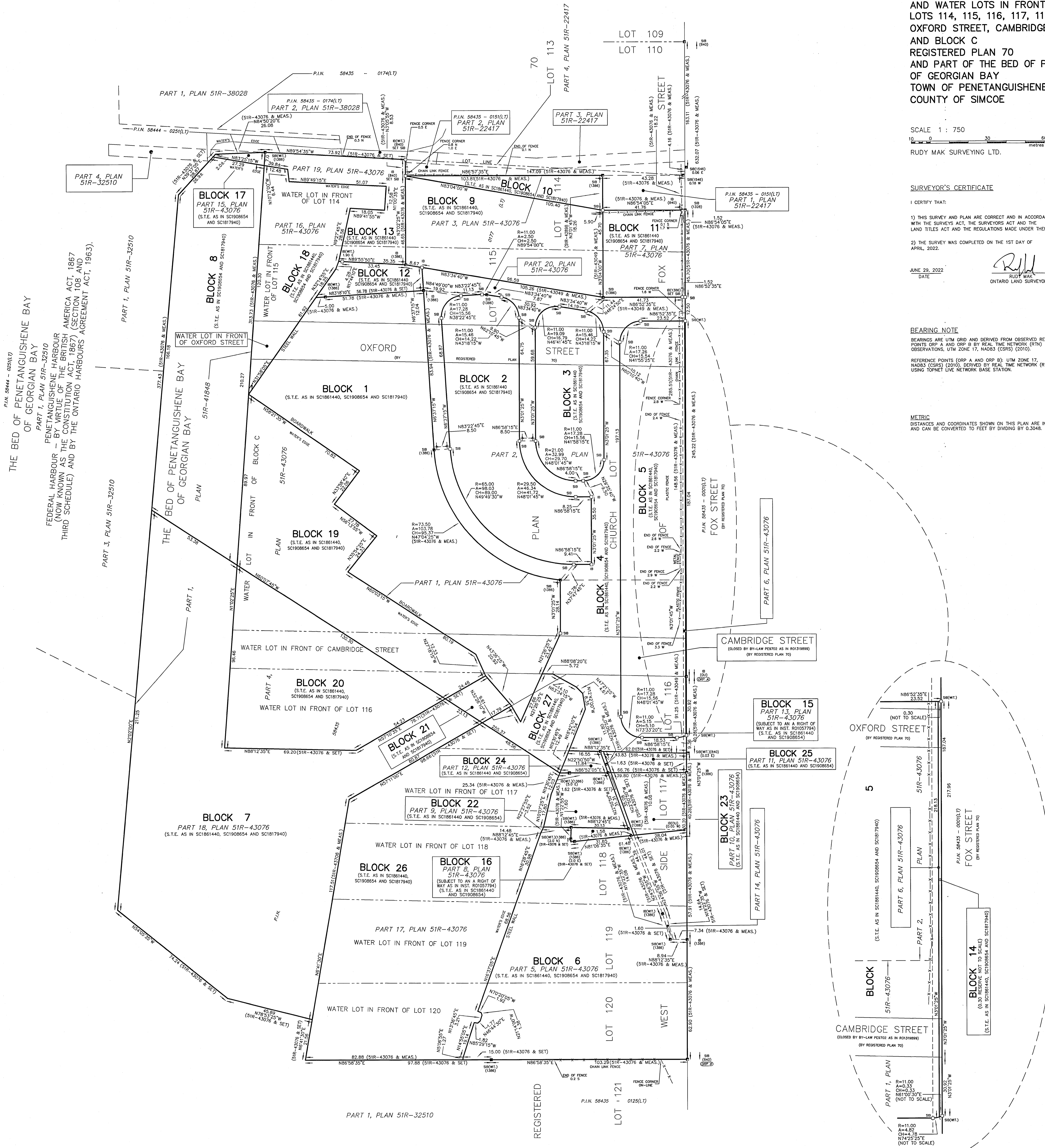
I CERTIFY THAT:
1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2) THE SURVEY WAS COMPLETED ON THE 1ST DAY OF APRIL, 2022.

JUNE 29, 2022
DATE
Rudy Mak
RUDY MAK
ONTARIO LAND SURVEYOR

BEARING NOTE

BEARINGS ARE UTM GRID AND DERIVED FROM OBSERVED REFERENCE POINTS ORP A AND ORP B BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010). REFERENCE POINTS (ORP A AND ORP B): UTM ZONE 17, NAD83 (CSRS) (2010). DERIVED BY REAL TIME NETWORK (RTN) OBSERVATIONS, USING TOPNET LIVE NETWORK BASE STATION.

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



OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT:
1) BLOCKS 1 TO 27, BOTH INCLUSIVE, IN ACCORDANCE WITH OUR INSTRUCTIONS.

SEPTEMBER 20th 2022
DATE

BAY MOORINGS MARINA HOLDING GP INC.
BAY MOORINGS MARINA HOLDING LIMITED PARTNERSHIP

DRIVE ROZICKO
DRIVE ROZICKO
AUTHORIZED SIGNING OFFICER
I HAVE THE AUTHORITY TO BIND THE CORPORATION

- LEGEND**
- DENOTES FOUND SURVEY MONUMENT
 - ◊ DENOTES PLANTED SURVEY MONUMENT
 - SB DENOTES STANDARD IRON BAR
 - SSIB DENOTES SHORT STANDARD IRON BAR
 - IB DENOTES IRON BAR
 - DENOTES FENCING
 - (840) DENOTES J.M. HARVEY, O.L.S.
 - (1328) DENOTES H.L. MELLISH, O.L.S.
 - (1548) DENOTES RUDY MAK, O.L.S.
 - (CM) DENOTES C.FLETCHER, WOODBEE & RAIKES SURVEYING LTD.
 - (OU) DENOTES ORIGIN UNKNOWN
 - (WT) DENOTES WITNESS
 - (N.T.S.) DENOTES NOT TO SCALE
 - (P) DENOTES PLAN 51M-1234
 - (S.T.L.) DENOTES SUBJECT TO EASEMENT
 - SSB'S WERE PLANTED DUE TO THE PROXIMITY OF SUBSURFACE OBSTRUCTIONS.
 - ALL PLANTED MONUMENTS ARE IRON BARS (IB) UNLESS OTHERWISE NOTED.

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER 2193017



RUDY MAK SURVEYING LTD.
ONTARIO LAND SURVEYORS

89 BIG BAY POINT ROAD
BARRIE, ONTARIO L4N 8M5 (705) 722-3845
E-MAIL MAIL@MAKSURVEYING.COM

DRAWN BY: CTF, BKP & TM CHECK BY: RGR FILE NO. 15310

**APPENDIX 3:
EXEMPTION CERTIFICATE ISSUED ON FEBRUARY 17, 2023 AND COMMON ELEMENTS
CONDOMINIUM PLAN REGISTERED ON MARCH 20, 2023**

Exemption Certificate

The Exemption Certificate wording as shown below is to be incorporated onto the applicable perimeter of the condominium plan as prepared by the Ontario Land Surveyor:

All of Blocks 4, 8, 12, 13, 15, 17, 18, 19, 21, 24, 25 and 27, Plan 51M-1234 and Part of Block 5, Plan 51M-1234 designated as Parts 1, 10, 19, 26 and 27 on Plan 51R-43771, Town of Penetanguishene, are hereby EXEMPTED under Section 9 of the *Condominium Act* and Section 51 of the *Planning Act*, this 17 day of February, 2023.



Mayor



Clerk

SIMCOE COMMON ELEMENTS CONDOMINIUM PLAN No. 495

PART 1 OF 4 PARTS
SHEET 1 OF 1 SHEET

LEVEL 1

REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF SIMCOE (No. 51) AT PENETANGUISHENE, AT 14:07 O'CLOCK ON THE 20th DAY OF March 2023.

Dominic
REPRESENTATIVE FOR LAND REGISTRAR

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE CONDOMINIUM ACT (1998) AND THE REGULATIONS MADE UNDER THEM.
2) THE SURVEY WAS COMPLETED ON THE 6th DAY OF JANUARY 2023.

March 8, 2023
DATE
Rudy Mak
RUDY MAK
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER _____

DECLARATION REGISTERED AS No. **SC1968350**

THIS PLAN COMPRISES ALL OF P.I.N.'S 58435-0181 (LT), 58435-0185 (LT), 58435-0189 (LT), 58435-0190 (LT), 58435-0192 (LT), 58435-0194 (LT), 58435-0195 (LT), 58435-0196 (LT), 58435-0198 (LT), 58435-0201 (LT), 58435-0202 (LT), 58435-0204 (LT), 58435-0203 (LT), 58435-0242 (LT), 58435-0251 (LT) AND 58435-0258 (LT).

SCHEDULE OF APPURTENANT AND SERVIENT INTERESTS (UNDER CLAUSE 8(1)(G) AND (H) OF THE CONDOMINIUM ACT 1998)

TOGETHER WITH (APPURTENANT INTERESTS)	BLOCK/PART	PLAN	DESCRIBED IN	NOTES
SUBJECT TO (SERVIENT INTERESTS)	BLOCKS 4, 12, 13, 15, 18, 19, 24, 25, 27	51M-1234		SC1861440
	PARTS 1, 10, 19, 26, 27	51R-43771		
SUBJECT TO (SERVIENT INTERESTS)	BLOCKS 4, 8, 12, 13, 15, 17, 18, 19, 21, 21, 24, 25, 27	51M-1234		SC1908654
	PARTS 1, 10, 19, 26, 27	51R-43771		
SUBJECT TO (SERVIENT INTERESTS)	BLOCKS 4, 8, 12, 13, 17, 18, 19, 21, 27	51M-1234		SC1817940
	PARTS 1, 10, 19, 26, 27	51R-43771		
SUBJECT TO (SERVIENT INTERESTS)	BLOCKS 4, 8, 12, 13, 17, 18, 19, 21, 27	51M-1234		SC1941812
	PARTS 1, 10, 19, 26, 27	51R-43771		

NOTES AND LEGEND

BEARING NOTE
BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A TO B, BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010 EPOCH).

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

LEGEND

- DENOTES FOUND SURVEY MONUMENT
- DENOTES PLANTED SURVEY MONUMENT
- DENOTES STANDARD IRON BAR
- DENOTES SHORT STANDARD IRON BAR
- DENOTES IRON BAR
- DENOTES FENCING
- (840) DENOTES J.M. HARVEY, O.L.S.
- (1386) DENOTES R.G. REYNOLDS, O.L.S.
- (04) DENOTES ORIGIN UNKNOWN
- (WT) DENOTES WITNESS
- (S.T.E.) DENOTES SUBJECT TO EASEMENT
- DENOTES BOUNDARIES OF THE COMMON ELEMENT

CONDOMINIUM ACT, R.S.O. 1990, c. C-26
PLANNING ACT, R.S.O. 1990, c. P.13
CERTIFICATE OF EXEMPTION

ALL OF BLOCKS 4, 8, 12, 13, 15, 17, 18, 19, 21, 24, 25 AND 27, PLAN 51M-1234 AND PART OF BLOCK 5, PLAN 51M-1234 DESIGNATED AS PARTS 1, 10, 19, 26 AND 27 ON PLAN 51R-43771, TOWN OF PENETANGUISHENE, ARE HEREBY EXEMPTED UNDER SECTION 9 OF THE CONDOMINIUM ACT AND SECTION 51 OF THE PLANNING ACT, THIS 17th DAY OF FEBRUARY 2023

DATED AT *Penetangouishene* ON THE 06th DAY OF March 2023
[Signature] CLERK
[Signature] MAYOR

CERTIFICATE OF DECLARANT

THIS IS TO CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAN HAS BEEN LAID OUT INTO UNITS AND COMMON ELEMENTS IN ACCORDANCE WITH MY INSTRUCTIONS.

DECLARANT:
DATED AT *Penetangouishene*
THIS 9th DAY OF March 2023.

DAVE ROTYCH - AUTHORIZED SIGNING OFFICER
BAY MOORINGS MARINA HOLDING GP INC.
I HAVE THE AUTHORITY TO BIND THE CORPORATION

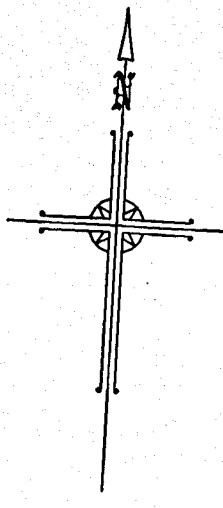
THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER **2201983**

RUDY MAK SURVEYING LTD.
ONTARIO LAND SURVEYORS
732 DUNLOP STREET WEST
BARRIE, ONTARIO L4N 9X1 (705) 722-3845
E-MAIL MAIL@MAKSURVEYING.COM

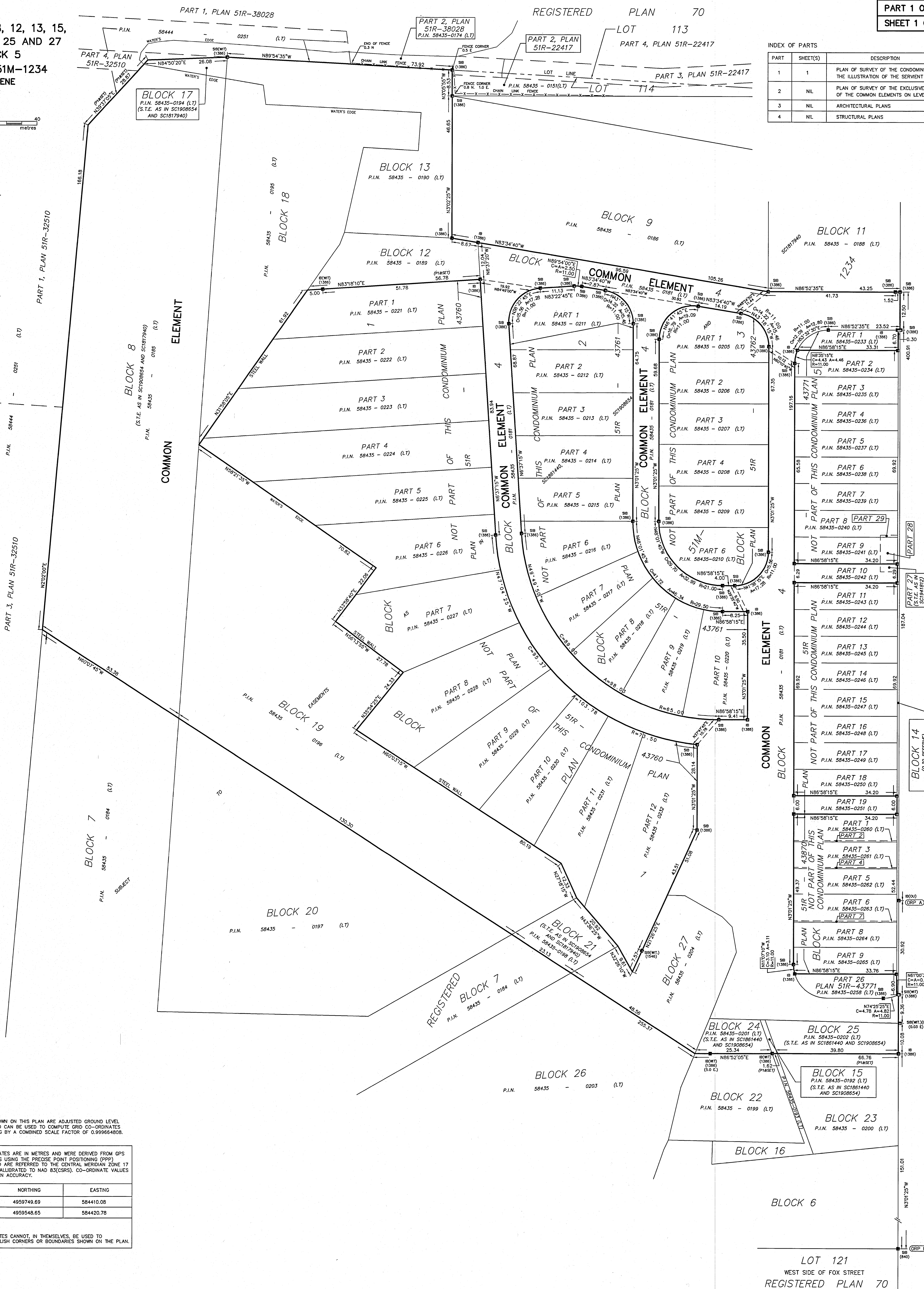
DRAWN BY: HFD CHECK BY: RM FILE No S-15310_01

PLAN OF SURVEY OF ALL OF BLOCK 4, 8, 12, 13, 15, 17, 18, 19, 21, 24, 25 AND 27 AND PART OF BLOCK 5 REGISTERED PLAN 51M-1234 TOWN OF PENETANGUISHENE COUNTY OF SIMCOE

SCALE 1 : 500
RUDY MAK SURVEYING LTD.



THE BED OF PENETANGUISHENE BAY OF GEORGIAN BAY PENETANGUISHENE HARBOUR FEDERAL HARBOUR - BY VIRTUE OF THE BRITISH AMERICA ACT, 1867 (NOW KNOWN AS THE CONSTITUTION ACT, 1867) (SECTION 108 AND THIRD SCHEDULE) AND BY THE ONTARIO HARBOURS AGREEMENT ACT, 1963)



DISTANCES
DISTANCES SHOWN ON THIS PLAN ARE ADJUSTED GROUND LEVEL DISTANCES AND CAN BE USED TO COMPUTE GRID CO-ORDINATES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999654808.

POINT ID	NORTHING	EASTING
A	4959749.69	584410.08
B	4959548.65	584420.78

CAUTION:
• COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THE PLAN.

LOT 121
WEST SIDE OF FOX STREET
REGISTERED PLAN 70

**APPENDIX 4:
MODEL HOME AGREEMENT, DATED JULY 21, 2022**

MODEL HOME AGREEMENT

THIS AGREEMENT dated the 21st Day of July , 2022

BETWEEN:

**BAY MOORINGS MARINA HOLDINGS GP INC. as General Partner by and on behalf of
BAY MOORING MARINA HOLDINGS LIMITED PARTNERSHIP
(hereinafter called the "Developer")**

- and -

**THE CORPORATION OF THE TOWN OF PENETANGUISHENE
(hereinafter called the "Town")**

WHEREAS the Developer proposes to subdivide the Lands set out in Schedule "A" (the "Development Lands") by way of a registered plan of subdivision which has received draft approval pursuant to subsection 51(31) of the *Planning Act*, as amended, subject to meeting the requirements in connection therewith;

AND WHEREAS the Development Lands are zoned for the proposed residential units to be constructed on the Development Lands;

AND WHEREAS the parties hereto intend to enter into a subdivision agreement (the "Subdivision Agreement") between the parties hereto providing for the rights and obligations of the parties hereto in connection with the development of the Development Lands into residential building lots and the registration thereon of a plan of subdivision.

AND WHEREAS the Developer shall be responsible for the completion of the requirements for the registration of the Development Lands as a registered plan of subdivision and condominium pursuant to the subdivision agreement and requests permission for the issuance of a model home building permit (the "Model Home Building Permit") from the Town to construct a model home (the "Model Home") in advance of the final registration of the Development Lands as a registered plan of subdivision which permission the Town is prepared to grant, subject to the terms and conditions contained herein;

AND WHEREAS the Town and the Developer consider it necessary to enter into an agreement outlining the conditions on which the Town grants its permission to issue the Model Home Building Permits and to permit the construction of Model Homes.

AND WHEREAS the Town and Developer entered into a model home agreement on October 21, 2021 authorizing construction of 4 model homes (the original model home agreement);

AND WHEREAS this agreement is intended to replace the original model home agreement and to authorize construction of an additional 6 model homes as further described herein;

NOW THEREFORE THE PARTIES AGREE AND UNDERTAKE as follows:

1. TERMS AND CONDITIONS

The Developer may apply for Model Home Building Permit, to permit the construction of a Model Home subject to the following terms and conditions:

- (a) The maximum number of Model Homes permitted on the Development Lands is ten (10) and such Model Homes shall be located upon the specific lots as numbered and identified on the approved plans and other drawings (also known collectively as the "Site Plans") referenced in Schedule "B" hereto forming part of the Agreement.
- (b) The Developer agrees to construct or locate all buildings, structures, works, services and facilities required under the Agreement in accordance with the Site Plans as referenced in Schedule "B" and such that the dwelling will comply with the applicable zoning regulations when such land becomes a separately conveyable parcel.
- (c) The Developer acknowledges that they are responsible to ensure that the model homes comply with all applicable zone regulations which will apply to the future lot/dwelling to be created.
- (d) The Developer undertakes that the Model Home is to be constructed pursuant to the Building Permit issued therefor and shall be constructed only by the Developer and no other party or assignee without the consent in writing of the Town;
- (e) The permit for the Model Home requires the developer to provide to the Town:
 - (i) a security deposit in the amount of \$15,000 per model home (\$150,000 total) to ensure that the obligations of the Developer are carried out as required by the terms of this Agreement and in accordance with the Development Agreement;
 - (ii) a site plan showing all grades and dimensions;
 - (iii) payment of the following:
 - (A) taxes,
 - (B) development charges in respect of the Model Home,
 - (C) applicable building permit fees;
- (h) a certificate shall be given by the Developer's Consulting Engineer that the buildings to be erected on the Model Home lands are in conformity with the overall grading plan or have received the approval of the Town's Engineer with respect to

any variance with the grading plan.

2. CONNECTION TO PRIVATE SERVICES

The Developer shall connect each Model Home to the private water and sewer services when such services are in place and ready to be connected.

3. FIRE PROTECTION

The Developer agrees:

- (a) that clear and proper fire access shall be provided and maintained to the Model Home prior to construction of the Model Home;
- (b) that access to the Model Home shall be provided for the purposes of fire protection on a temporary road within the future right-of-way as indicated on the Site Plans;

4. USE OF MODEL HOMES RESTRICTED

The Developer acknowledges and agrees that a building permit (change of use) will be required for the conversion of the Model Home to a single detached dwelling prior to occupancy for residential purposes. The Applicant acknowledges and agrees that it will not apply for such permit until:

- (a) the Plan of Subdivision and Common Elements Condominium (Declaration and Description) have been registered;
- (b) all required services (drinking water supply and sanitary sewage disposal) have been completed and are capable of providing drinking water to and receiving sanitary sewage discharge from the subject dwelling.

5. DEVELOPER'S RISK IN CONSTRUCTING

In consideration of the issuance of a Model Home Building Permit, the Developer hereby covenants and agrees to assume all risks in commencing construction of the residential units to which the Model Home Building Permit applies including the payment of any additional fees or charges that may be the responsibility of the Developer pursuant to the Development Agreement or any amendments thereto.

6. ACCESS AND PRESERVING

The Developer shall provide and maintain roads and access leading to the Model Home in a good state of repair at all times during the lifetime of this Agreement.

The Developer acknowledges that it is anticipating the commencement of site servicing work under authority of a "pre-servicing agreement" to be entered into with the Town. Such pre-servicing agreement shall include provisions concerning and addressing the interruptions and/or the temporary discontinuance of the use of the model homes while site servicing is conducted.

7. TRANSITION OF AGREEMENT

The Applicant acknowledges and agrees that a building permit (change of use) will be required for the conversion of the Model Home to a single detached dwelling prior to occupancy for residential purposes. The Applicant acknowledges and agrees that it will not apply for such permit until:

(a) the Vacant Land Plan of Condominium has been registered (Declaration and Description);

(b) all required services (drinking water supply and sanitary sewage disposal) for the Vacant Land Plan of Condominium have been completed and are capable of providing drinking water to and receiving sanitary sewage discharge from the subject Unit.

8. DEFAULT AND ENFORCEMENT

In the event that the Developer is in default under this Agreement, the Town and Chief Building Official shall be entitled to rely on the enforcement provisions set out in the *Building Code Act, 1992* which rights and remedies shall be in addition to any rights and remedies that the Town may have at law or under this Agreement (specified in Schedule C), as the case may be.

9. INDEMNITY

The Developer acknowledges and agrees that any work undertaken under authority of this agreement and/or under authority of the issuance of Building Permit for the Model Homes is entirely and solely at its own risk and without liability or responsibility to the Town. The Developer specifically acknowledges that the Town is unable to give a firm date for the supply of municipal water and sewer services. The Developer hereby undertakes and covenants to indemnify and save harmless the Town and Chief Building Official from any costs, damages, expenses, charges, causes of action and liabilities of any other nature or kind whatsoever which may be incurred as a result of this Agreement. Without restricting the generality of the foregoing, the Developer specifically undertakes and agrees to indemnify the Town and Chief Building Official from any fees, charges or levies that may be imposed by any governmental authority, board or other agency in relation to the Developer's obtaining Building Permit for the construction of the Model Home on the Development Lands including the costs of any action to collect same.

The Developer further covenants and agrees to release and forever discharge the Town from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise either as a result of the failure of the Town to carry out any of its obligations under this Agreement or as a result of the exercise by the Town of its rights under this Agreement, including but not limited to the performance of work on the subject lands in accordance with the provisions of this Agreement, provided that any default, failure or neglect on the part of the Town was not caused as a result of the gross negligence of the Town, its servants or agents.

The Developer acknowledges and agrees that any development charges paid are non-refundable.

10. INSURANCE

The Developer agrees to provide insurance coverage in accordance with the following:

- (a) Policies of Insurance - The Developer shall lodge with the Town, on or prior to the execution of the Agreement, an insurance certificate(s) with an Insurance Company satisfactory to the Town, (which said approval shall not be unreasonably withheld or delayed), providing coverage for any liability that may arise out of the construction or installation of any work to be performed pursuant to this Agreement. The policies of insurance shall remain in place while the Model Homes remain in existence.
- (b) Comprehensive General Liability –Such policy shall carry limits of liability in the amount to be specified by the Town, but in no event shall it be less than \$5,000,000.00 inclusive per occurrence. Coverage shall include but not limited to bodily injury, property damage, products and completed operations, contractual liability, non-owned automobile and contain a cross liability severability of insured clause. The Policy shall add the Corporation of the Town of Penetanguishene as an additional insured but only with respect to the operations of the Developer.
- (c) Standard OAP1 Automobile Liability for all licensed vehicles owned, leased or operated by the Developer and shall be for a limit of no less than \$2,000,000 per occurrence.
- (d) Contractor's Pollution Liability subject to limits of not less than Ten Million (\$10,000,000) inclusive per claim and shall include coverage for but not limited to, bodily injury including death, property damage including 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. Coverage shall remain in place while the Model Homes

remain in existence. The Policy shall add the Corporation of the Town of Penetanguishene as additional insureds but only with respect to the operations of the Developer.

(e) **General Conditions:**

- i. **Confirmation of Insurance** - Prior to execution of this agreement and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Developer shall promptly provide the Town with a certificate of insurance and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this agreement.

The obligation for the Developer to promptly provide the Town with a certificate of insurance and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this agreement, shall remain in place for up to 2 years after completion and acceptance of the Municipal Services to be constructed herein.

The certificate of insurance filed with the Town shall specifically contain confirmation that the coverages as specified herein are in effect.

- ii. **Notice of Cancellation** - With the exception of the Standard OAP1 Automobile policy, the policies shall contain a provision that the insurance company agrees to notify the Town 15 days in advance of any material change or cancellation of the said insurance policy.
- iii. **Confirmation of Premium Payment** - The Developer shall, from time to time as required by the Town, provide confirmation that all premiums on such policy or policies of insurance have been paid, and that the insurance is in full force and effect.
- iv. **Claim in Excess of Policy Limits** - The issuance of such Policy of Insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, and for which it may be held responsible.
- v. **Blasting** - If blasting shall be required to be done, it shall be done by an independent contractor duly qualified to do such work. The Developer shall provide the Town 10 business days prior to the commencement of the work, a certificate of insurance for no less than \$5,000,000 per occurrence from the Contractor hired to complete the work. Coverage shall include but not limited to bodily injury, property damage, contractual liability, products and completed

operations, contain a cross liability severability of insured clause, shall confirm there is no exclusion for blasting and name the Developer and the Town as an additional insured but only with respect to the operations of the Contractor completing the work. The insurance certificate must show the policy to be in effect for the time the work is being completed, and signed by a duly authorized representative of the insurer. Where no blasting will occur, shall receive to its satisfaction, written confirmation from the Consulting Engineer or a Statutory Declaration from the Developer that no blasting will occur on the lands subject to this agreement

11. NO CHALLENGE TO AGREEMENT

The Developer, its successors and assigns, shall not call into question, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the Town's right to enter into and enforce this Agreement. This provision may be pleaded by the Town in any action or proceeding as an estoppel of any denial of such right.

12. COSTS

The Developer shall pay all reasonable costs as incurred by the Town for its solicitor (on a solicitor and own client basis), its staff, agents, officers or consultants, for the preparation, registration, administration and enforcement of this Agreement. The Developer acknowledges and agrees that the Developer shall be responsible for the cost of performance of all the Developer's obligations hereunder unless specifically relieved from such responsibility by this Agreement. Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer" unless specifically stated otherwise. Where the Developer is in default of payment of such costs and no securities provided in relation to this Agreement are available or are insufficient to cover such costs, the Developer shall pay to the Town any additional funds, the amount of which shall be in the Town sole discretion, within ten (10) calendar days or this shall become a default under this Agreement and any such costs shall be the subject of the enforcement provisions of section 446 of the *Municipal Act, 2001*.

13. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns. In the event of a conflict in the terms of the Development Agreement, when the same is executed, and this Agreement, the terms of the Development Agreement shall prevail.

14. SEVERABILITY

Should any Section, Subsection, Clause, Paragraph or provision of this Agreement be

declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of the Agreement as a whole or any part thereof, other than the provision so declared to be invalid.

15. TERMINATION OF ORIGINAL MODEL HOME AGREEMENT

The Parties agree that upon the execution of this Agreement the original model home agreement is terminated.

IN WITNESS WHEREOF the parties have hereunto set their corporate seal as attested by their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED

MAPLE LEAF MARINAS INC.

Per: 

Name: David Rozycki

I have the authority to bind the Corporation

**THE CORPORATION OF THE TOWN
OF PENETANGUISHENE**

Per: 

Mayor: Doug Leroux



Clerk: Stacey Cooper

We have authority to bind the Corporation

SCHEDULE "A"

LEGAL DESCRIPTION

Part of Lot 114, and all of Lots 115 to 120 (inclusive) and Part of Oxford Street and Part of Cambridge Street and all of Church Lot on the West Side of Fox Street and Part of the Waterlot in front of Lots 114 to 120 (inclusive) and Oxford Street, and Cambridge Street and Church Lot, Registered Plan 70 and Part of the bed of Georgian Bay.

SCHEDULE "B"

LIST OF DRAWINGS

1. The Plans, Drawings, Specifications filed in support and forming part of the Building Permits issued therefore including:
 - a. Lot 02, Town of Penetanguishene Permit 2022-99;
 - b. Lot 04, Town of Penetanguishene Permit 2022-100;
 - c. Lot 10, Town of Penetanguishene Permit 2022-101;
 - d. Lot 12, Town of Penetanguishene Permit 2022-102;
 - e. Lot 13, Town of Penetanguishene Permit 2022-103;
 - f. Lot 18, Town of Penetanguishene Permit 2022-104;
 - g. Lot 03, Town of Penetanguishene Permit 2021-132;
 - h. Lot 23, Town of Penetanguishene Permit 2021-131;
 - i. Lot 25, Town of Penetanguishene Permit 2021-104;
 - j. Lot 45, Town of Penetanguishene Permit 2021-116.

SCHEDULE "C"

CASH DEPOSITS, DEVELOPMENT CHARGES AND SECURITY

Developer shall, on the dates specified herein, lodge with the Town the following described cash deposits, and security.

1. TYPE OF SECURITY

Any security required to be filed under this Agreement, shall be by certified cheque or letter of credit, valid for a period of 1 year with extension provisions and prepared in a form satisfactory to the Town.

2. REDUCTION OF SECURITY

The Developer may, as portions of the work are completed, make application to the Town to reduce the security in accordance with the preceding provisions.

3. DEFAULT - REALIZATION OF SECURITY OR DEPOSITS

3.1 **Default** - If, in the event of default of the Developer under any of the provisions of this Agreement, it becomes necessary for the Town to realize on its security or deposits, then the Town (its servants, agents or sub-contractors) shall, if the Town so elects have the right and privilege at all times to enter upon the lands described in Schedule "A" for the purpose of precluding access to and any use of such model home until such time as compliance has been achieved.

3.2 **Exceeding Cost Estimates** - If the costs of completing such work or service, exceeds or is less than the amount of security held by the Town, such excess shall be paid by the Developer to the Town 30 days after invoicing by the Town. If the cost of completing such work is less than the Security, the Developer shall be entitled to replace such security with security of a lesser amount equal to such costs. All overdue accounts shall bear interest at the rate of 12% per annum.

4. CASH DEPOSITS AND SECURITY

4.1 The Developer agrees and acknowledges that any security and/or deposits filed with or held by the Town under any agreement relating to the development of the subject lands may be used by the Town to satisfy the Developer's obligations under section 12 of this Agreement.

4.2 Model Home Security pursuant to section 1(e)(i) in the amount of \$15,000.00/model home x 10= \$150,000.00. (Note: Balance owing is \$90,000.00 recognizing the amounts deposited in association with the original model home agreement.)

**APPENDIX 5:
BY-LAW 2020-11**



**CORPORATION OF THE TOWN OF PENETANGUISHENE
BY-LAW NUMBER 2020-11**

**Being a By-law to Amend Zoning By-law 2000-02 as amended of the Corporation
of the Town of Penetanguishene (176 and 200 Fox Street)**

WHEREAS pursuant to Section 34 of the Planning Act, R.S.O. 1990, Chapter P.13, as amended, the Council of the Town of Penetanguishene passed Zoning By-law 2000-02 as amended;

AND WHEREAS the Council of The Corporation of the Town of Penetanguishene has received an application to amend Zoning By-law 2000-02 and has approved the application;

AND WHEREAS a Public Meeting has been held in accordance with the Planning Act, R.S.O. 1990, to provide information to enable the public to understand generally the purpose and effect of the amendments being proposed;

AND WHEREAS the Council of The Corporation of the Town of Penetanguishene deems it appropriate to amend Zoning By-law 2000-02, pursuant to the authority given to it under Section 34 of the *Planning Act*, R.S.O. 1990;

NOW THEREFORE the Council of The Corporation of the Town of Penetanguishene hereby enacts as follows:

1. That Schedule 'A' to By-law 2000-02, as amended, is hereby further amended by zoning a portion of the lands shown on Schedule "1" attached hereto and forming part of this By-law composed of Part of Lot 114, and all of Lots 115 to 120 (inclusive) and Part of Oxford Street and Part of Cambridge Street and all of Church Lot on the West Side of Fox Street and Part of the Waterlot in front of Lots 114 to 120 (inclusive) and Oxford Street, and Cambridge Street and Church Lot, Registered Plan 70 and Part of the bed of Georgian Bay, shall be rezoned from Commercial Marine One (CM1-1) Zone to Residential Third Density Exception (R3-16) Zone, Residential Third Density Exception (R3-17) Zone, Residential Multiple Density Exception Zone (RM-4) Zone, Open Space Exception with Holding "H" Symbol (OS-6-H) Zone and Open Space Exception (OS-7) Zone.
2. That Subsection 5.3.12 (R3 – ZONE EXCEPTIONS) of By-law 2000-02 as amended is hereby further amended by the addition of a new Subsection 5.3.12.16 which shall read as follows:

"5.3.12.16 R3-16

Notwithstanding the permitted uses under 5.3.1 and the zone regulations under 5.3.8 the lands zoned "R3-16" shall only permit Single Detached Dwellings and the follow shall apply:

- | | |
|--------------------------|-------------------|
| (a) Minimum Lot Frontage | 12 metres |
| (b) Minimum Lot Area | 360 square metres |

- (c) Maximum Lot Coverage 40%
- (d) Minimum Yard Requirements
 - a. Minimum Front Yard 4.0 metres
 - b. Minimum Side Yard 1.2 metres
 - c. Minimum Exterior Side Yard 3.0 metres
 - d. Minimum Rear Yard 6.0 metres
 - e. Minimum Rear Yard (from shorewall) 20.5 metres
- (e) Maximum Height 8.0 metres

3. That Subsection 5.3.12 (R3 – ZONE EXCEPTIONS) of By-law 2000-02 as amended is hereby further amended by the addition of a new Subsection 5.3.12.17 which shall read as follows:

“5.3.12.17 R3-17

Notwithstanding the zone regulations under 5.3.5 for Row House Dwellings, the lands zoned “R3-17” the following shall apply:

- (a) Minimum Lot Frontage 7.5 metres
- (b) Minimum Lot Area 225 square metres
- (c) Maximum Lot Coverage 50%
- (d) Minimum Yard Requirements
 - a. Minimum Front Yard 4.0 metres (to Fox Street)
 - b. Minimum Side Yard 1.2 metres
 - c. Minimum Exterior Side Yard 3.0 metres
 - d. Minimum Rear Yard 6.0 metres (to internal Street)
- (e) Maximum Height 8.0 metres

4. That Subsection 5.4.5 (RM – ZONE EXCEPTIONS) of By-law 2000-02 as amended is hereby further amended by the addition of a new Subsection 5.4.5.4 which shall read as follows:

“5.4.5.4 RM-4

Notwithstanding the zone regulations under 5.4.1 for Apartment Dwellings the lands zoned “RM-4” following shall apply:

- (a) Minimum Lot Frontage 30 metres
- (b) Minimum Lot Area 3,500 square metres
- (c) Maximum Lot Coverage 40%
- (d) Minimum Yard Requirements
 - a. Minimum Front Yard 4.0 metres
 - b. Minimum Side Yard 3.0 metres
 - c. Minimum Exterior Side Yard 3.0 metres
 - d. Minimum Rear Yard 20.0 metres
- (e) Maximum Height 14.0 metres
- (f) Maximum Density 36 units

5. That Subsection 10.1.3 (OS – ZONE EXCEPTIONS) of By-law 2000-02 as amended is hereby further amended by the addition of a new Subsection 10.1.3.5 which shall read as follows:

“10.1.3.5 OS-6

Notwithstanding the Uses Permitted by Subsection 10.1.1 of this By-law, the lands zoned “OS-6” on Schedule “A” to this By-law shall also permit a Private Recreation Facility. Further, the following zone regulations shall apply:

(a) Maximum Gross Floor Area	500 square metres
(b) Maximum Lot Coverage	25%
(c) Minimum Yard Requirements	
a. Minimum Front Yard	6.0 metres
b. Minimum Side Yard	6.0 metres
c. Minimum Exterior Side Yard	6.0 metres
d. Minimum Rear Yard	6.0 metres
(d) Maximum Height	8.0 metres
(e) Parking	1 space per 3 persons of occupancy

6. That Subsection 10.1.3 (OS – ZONE EXCEPTIONS) of By-law 2000-02 as amended is hereby further amended by the addition of a new Subsection 10.1.3.6 which shall read as follows:

“10.1.3.6 OS-7

Notwithstanding the Uses Permitted by Subsection 10.1.1 of this By-law, the lands “OS-7” shall only permit a Private Park.”

7. That Subsection 6.3.4 CM1 Zone Exceptions be hereby deleted in its entirety and replaced with a new Subsection “CM1-1” which shall read as follows:

“Notwithstanding Subsection 6.3.2 (CM1 Zone Regulations) the lands zoned “CM1-1” on Schedule “A” to this By-law the following shall apply:

(a) Minimum Lot Frontage	103.0 metres
(b) Minimum Lot Area	7,400 square metres
(c) Maximum Lot Coverage	30%
(d) Minimum Yard Requirements	
a. Minimum Front Yard	13.0 metres
b. Minimum Side Yard	8.5 metres
c. Minimum Rear Yard	12.0 metres

8. That Subsection 3.37 (HOLDING (H) SYMBOL) of By-law 2000-02 as amended is hereby further amended by the addition of a new Subsection 3.37.2 which shall read as follows:

“For the lands composed zoned Open Space Exception 6 “OS-6” zone, the requirement for the removal of the Holding “H” Symbol shall be:

1. The approval of a Site Plan and Site Plan Agreement, pursuant to Section 41 of the Planning Act.”

9. That Subsection 13.1.3 (LS – ZONE EXCEPTIONS) of By-law 2000-02 as amended is hereby amended by the addition of a new Subsection 13.1.3.1 which shall read as follows:

“13.1.3.16 LS-1

Notwithstanding the Uses Permitted by Subsection 13.1.1 of this By-law, the lands “LS-1” shall also permit a Marina”

10. Notwithstanding the Permitted Uses under Subsection 5.3.1 any lands shown on Schedule “A” to this By-law shall also permit a Model Home in accordance with the following:

- a. The land on which the model home is to be constructed has received draft plan approval under the provisions of the *Planning Act*.
- b. That a Subdivision Agreement and/or a Model Home Agreement has been executed.
- c. That the building shall be used for the purpose of a model home only and shall not be occupied as a dwelling unit prior to the date of the registration of the plan of subdivision.
- d. That the building shall comply with the zoning regulations of the by-law as though the units were constructed on the lot within the future plan of subdivision.
- e. That the model home shall not be located further than 90 metres from a public street and/or a fire hydrant.
- f. That the Model Home has received Site Plan Approval and a Site Plan Agreement has been executed.

11. Notwithstanding any provisions to the contrary, a private road established under a Common Elements Condominium in accordance with the *Condominium Act*, shall also be deemed to be Public Street in accordance with the definition of a Public Street or Improved Public Street for any lands shown on Schedule “A” to this By-law.

12. All other provisions of By-law 2000-02 as amended remain in full force and effect.

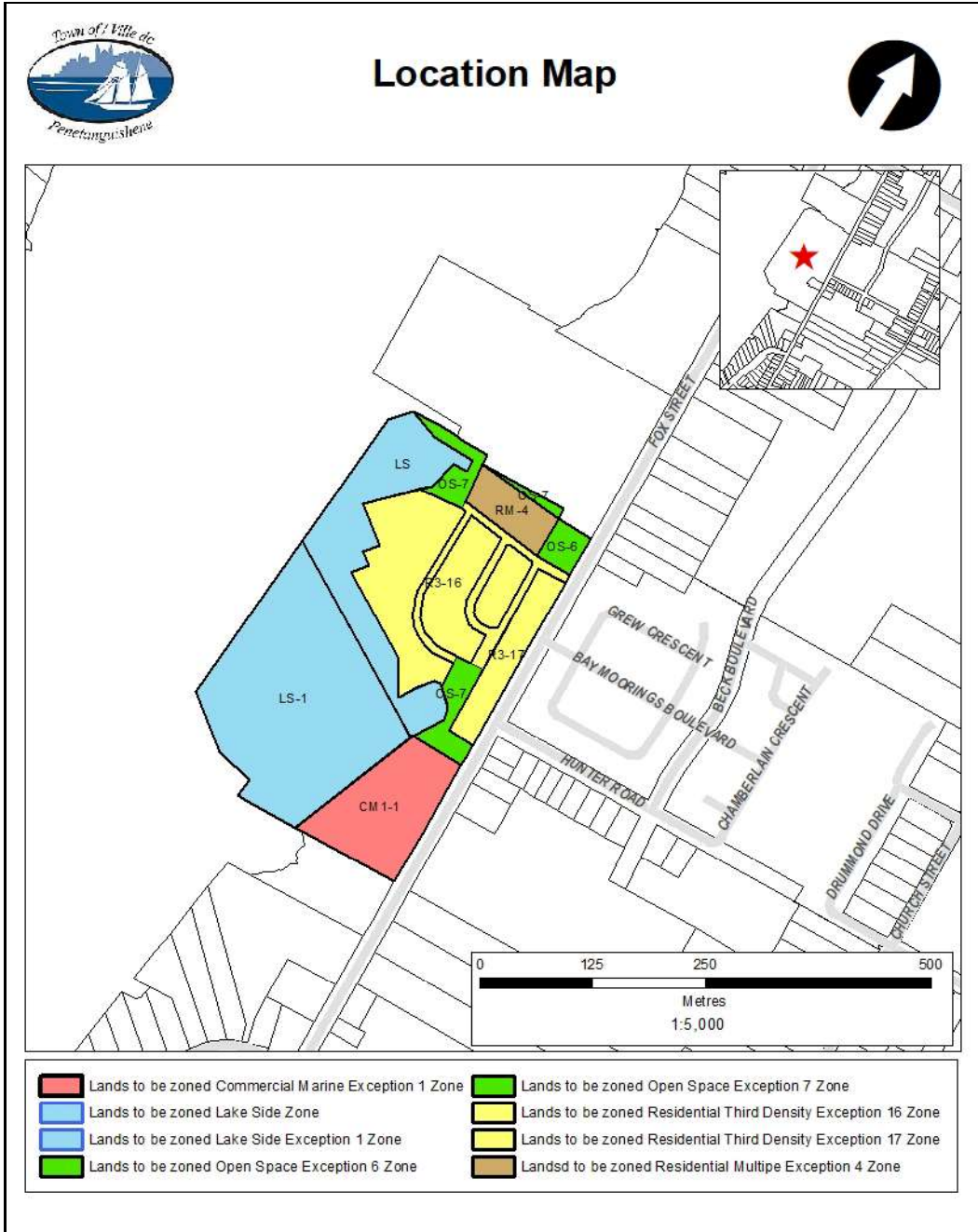
13. This By-law shall take effect and come into force pursuant to the provisions and regulations made under the *Planning Act*, R.S.O. 1990, chapter P.13, as amended.

BY-LAW read a first, second and third time and finally passed by Council this 11th day of March, 2020.

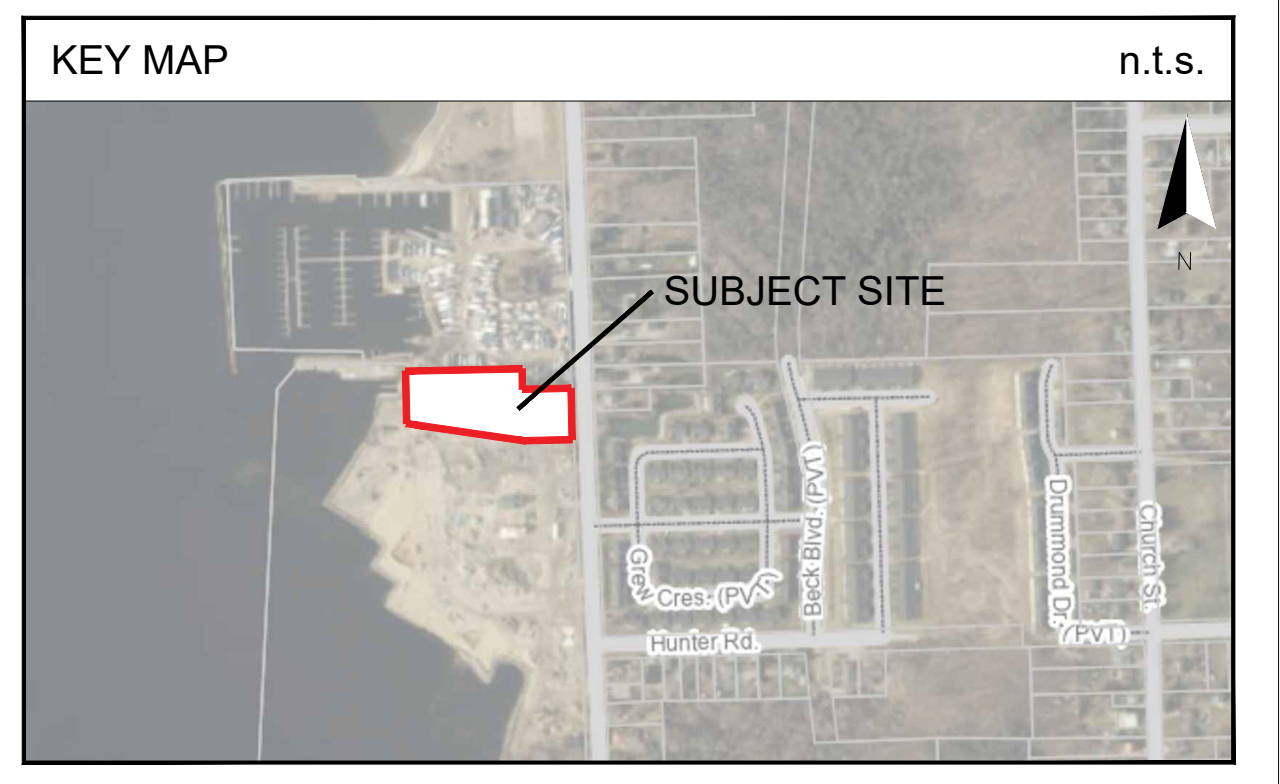
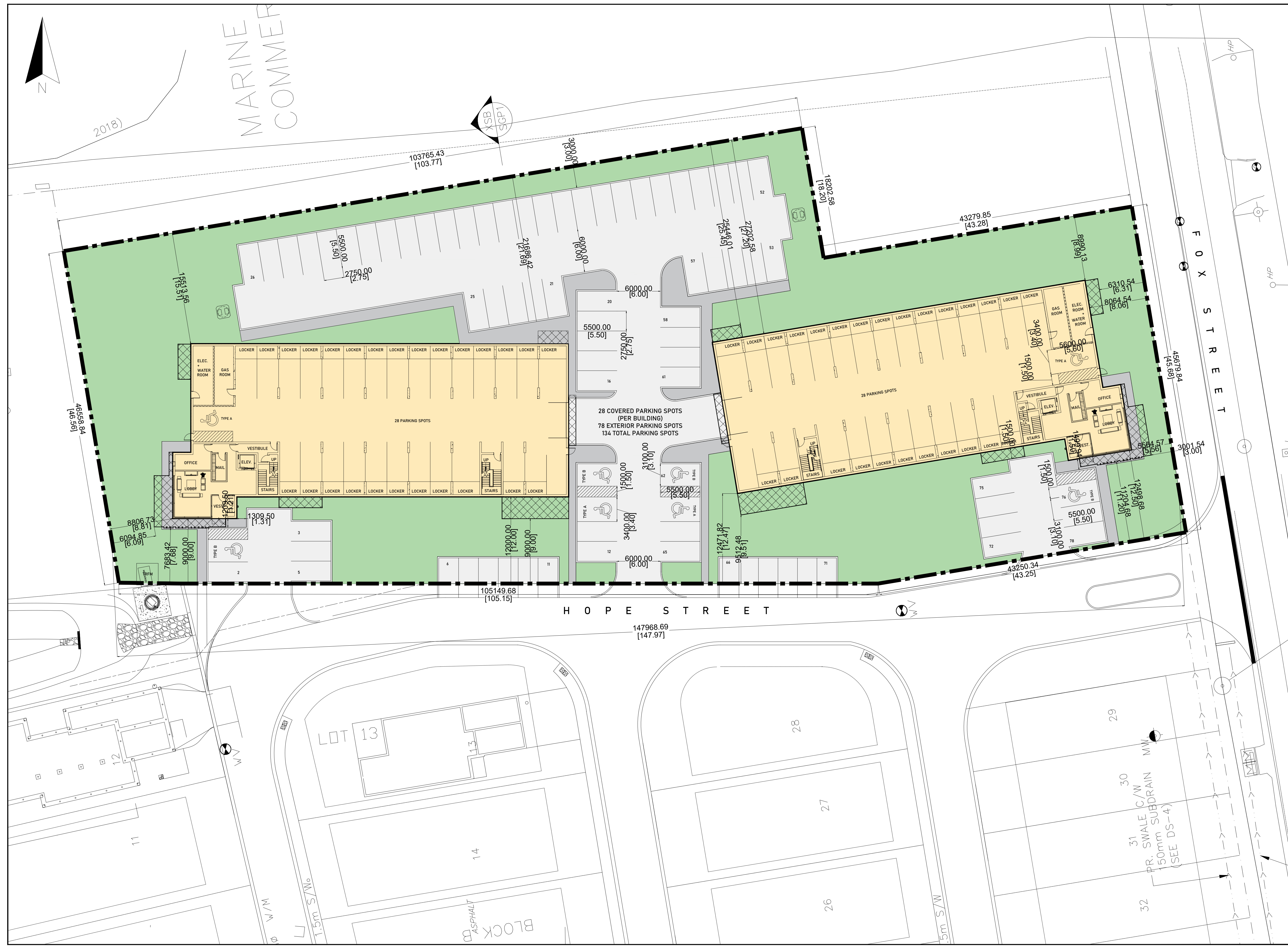
MAYOR Doug Leroux

CLERK Stacey Cooper

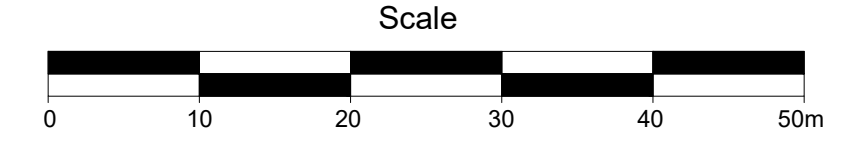
Schedule 1
To By-law 2020-11



**APPENDIX 6:
Conceptual Site Plan**



CONCEPTUAL SITE PLAN



- LEGEND**
- Subject Site (7,715.19m² / 0.77ha)
 - Proposed 5 Storey Apartment Building - 44 units / building
 - Private Balconies
 - Sidewalk
 - Landscape Open Space

RESIDENTIAL THREE (R3) ZONE		
Provisions	Required	Provided
Permitted Uses	Multiple Dwelling Unit	Multiple Dwelling Unit
Max. Density (5.4.5.4. RM-4)	36 units	88 units
Min. Lot Frontages (5.4.5.4. RM-4)	30.00m	147.97m (Hope St.)
Min. Lot Area (5.4.5.4. RM-4)	3,500.00m ²	7,715.19m ²
Min. Front Yard Setback (5.4.5.4. RM-4)	4.00m	- 7.68m (platform) - 9.00m (bldg.) (Hope St.)
Min. Interior Side Yard Setback (5.4.5.4. RM-4)	3.00m	- 6.09m (platform) - 8.81m (bldg.) (Fox St.)
Min. Exterior Side Yard Setback (5.4.5.4. RM-4)	3.00m	- 3.00m (platform) - 5.56m (bldg.) (Fox St.)
Min. Rear Yard Setback (5.4.5.4. RM-4)	22.00m	- 8.99m (platform) - 8.99m (bldg.)
Max. Height	14.00m	18.00m (5 storeys)
Max. Lot Coverage (5.4.5.4. RM-4)	40%	32.22% (2,486.32m ² - incl. balconies)
Snow Storage (5.2.10)	(An outdoor lot designed to accommodate 5 or more parking spaces, shall provide an area equivalent to 5% of the number of required spaces for the purpose of snow storage)	> 5.00%
Required Parking: Multiple Dwelling Unit	(1.5 parking spaces / DU + 0.25 parking spaces / DU for visitors)	134 parking spaces
Size of Parking Spaces (5.2.5.)	width: 2.75m length: 5.50m	- width: 2.75m - length: 5.50m
Required B.F. Parking Spaces	4 Type 'A' and 4 Type 'B' B.F. space (5% of required parking spaces)	4 Type 'A' and 4 Type 'B' B.F. space
Size of B.F. Space (5.5.a / 5.5.b)	- width: 3.40m + 1.50m aisle - length: 5.50m (Type 'A') - width: 2.40m + 1.50m aisle - length: 5.50m	- width: 3.40m + 1.50m aisle - length: 5.50m - width: 3.10m + 1.50m aisle - length: 5.50m
Parking Aisles Width (5.2.7.a)	6.00m (2-way aisle)	6.00m
Width of Access Ramps & Driveways (5.2.8a)	Access ramps & driveway accessing a parking area or parking garage shall be a min. of 3.00m in width for a one-way and a min. 6.00m in width for two-way traffic	6.00m
Bicycle Parking Requirements (5.6.a)	(In cases where 13 or more motor vehicle parking spaces are required, the min. number of bicycle parking spaces provided shall be 10% of the required number of motor vehicle parking spaces)	T.B.D.
Bicycle Parking Requirements (5.6.b)	- width: 0.90m - length: 1.90m	T.B.D.
Location of Parking (5.7.a)	Parking areas shall be setback a min. 1.20m from any building or structure	1.50m

Source: The Corporation of the Town of Penetanguishene By-Law 2000-02
 Town of Penetanguishene Zoning By-Law No. 2022-17
 The County of Simcoe Interactive Mapping, 2022
 Note: Information shown is approximate and subject to change.

CONCEPTUAL SITE PLAN - 88 UNITS

176 & 200 FOX ST., PENETANGUISHENE, ON

SCHEDULE OF REVISIONS			
No.	Date	Description	By

IPS INNOVATIVE PLANNING SOLUTIONS
 PLANNERS • PROJECT MANAGERS • LAND DEVELOPERS
 647 WELHAM ROAD, UNIT 9, BARRIE, ON, L4N 0B7
 tel: 705 • 812 • 3281 fax: 705 • 812 • 3438 e: info@ipsconsultinginc.com www.ipsconsultinginc.com

Date: Apr. 3, 2023 Drawn By: A.S.
 File: 21 - 1148 Checked: K.T.

**APPENDIX 7:
DRAFT ZONING BY-LAW AMENDMENT**

THE CORPORATION OF THE TOWN OF PENETANGUISHENE

BY-LAW NUMBER 2023-___

Being a By-law to Amend Zoning By-law 2022-17, as amended of The Corporation of the Town of Penetanguishene

WHEREAS the Council of the Corporation of the Town of Penetanguishene have received an application to amend Zoning By-law 2022-17 and has approved the application; and,

WHEREAS the Council of the Corporation of the Town of Penetanguishene deems it appropriate to amend Zoning By-law 2022-17, pursuant to the authority given to it under Section 34 of the Planning Act, R.S.O. 1990;

NOW THEREFORE the Council of the Corporation of the Town of Penetanguishene hereby enacts as follows:

1. **THAT** Schedule “A” to By-law 2022-17 by amended for the lands shown on Schedule “A” to this By-law for the lands described as Blocks 9, 10, and 11 on Plan 51M-1234 and municipally known as 200 Fox Street from Open Space Exception 71 – Holding Provision 2, OS(71)(H2), Open Space Exception 72, OS(72), and Residential Three Exception 70, R3(70) to Residential Three Exception XX, R3(XX).
2. **THAT** a new Exception be added to Table 11.1 being Exception XX to read as follows:

Exception Number	Additional Permitted Uses	Restricted Uses	Special Provisions
XX			That Blocks 9, 10 and 11 on Plan 51M-1234 be deemed as one parcel for the purposes of zoning. That the lot line abutting Hope Street shall be considered the front lot line. Minimum Rear Yard Setback – 8.5m (platform/building) Maximum Height – 18.0 metres Maximum Density – 88 units Minimum Parking Space Requirement – 132 parking spaces

3. **THAT** all other provisions of By-law 2022-17 as amended remain in full force and effect.
4. **THAT** Schedule “A’ is hereby declared to form part of this by-law.
5. **THAT** this By-law shall take force and come into force pursuant to the provisions and regulations made under the Planning Act, R.S.O. 1990, as amended.

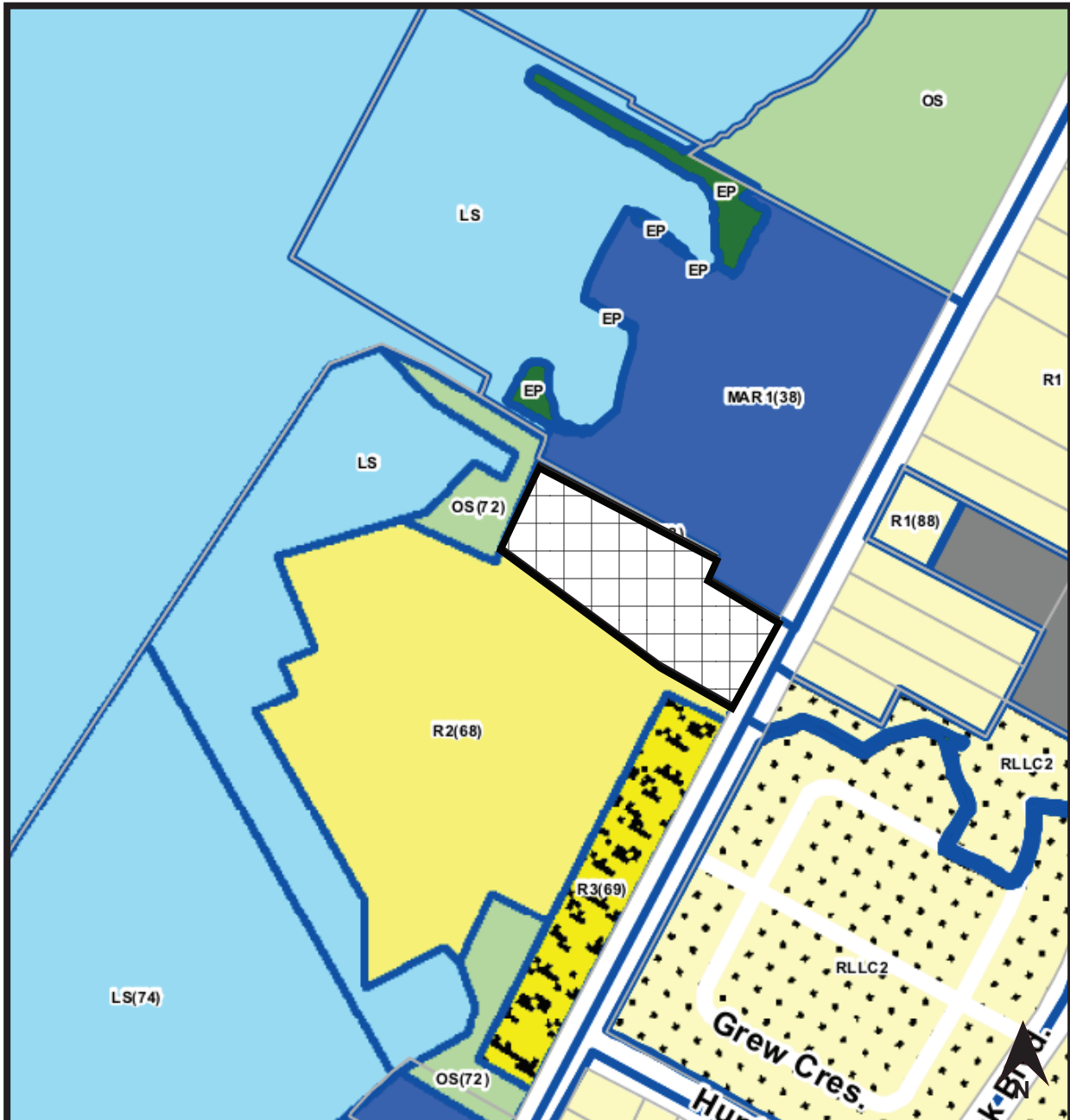
READ a first and second time this _____ day of _____ 2023.

READ a third time and finally passed this _____ day of _____ 2023.

THE CORPORATION OF THE TOWN OF PENETANGUISHENE

MAYOR

CLERK



Lands to be rezoned from Open Space Exception 71 – Holding Provision 2, OS(71)(H2), Open Space Exception 72, OS(72) and Residential Three Exception 70, R3(70) to Residential Three Exception XX, R3(XX)

SCHEDULE A

Source: Town of Penetanguishene Zoning By-law 2022-17

Drawn By: KT

File: 21-1148



INNOVATIVE PLANNING SOLUTIONS
A COMMITMENT TO EXCELLENCE IN COMMUNITY DEVELOPMENT



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