

By-Law Number 2019-XX

A By-Law to Amend By-Law Number 76-26, “A By-Law to Regulate the Use of Lands and the Character, Location and Use of Buildings and Structures in The Township of Kingston”, as amended (Zone Change from Development ‘D’ Zone to Special Residential Type 1 ‘R1-76-H’ Zone and Special Open Space ‘OS-23’ Zone, 655 Graceland Avenue)

Passed: [Meeting Date]

Whereas by Order of the Minister of Municipal Affairs and Housing, The Corporation of the Township of Kingston, The Corporation of the Township of Pittsburgh and The Corporation of the City of Kingston were amalgamated on January 1, 1998 to form The Corporation of the City of Kingston as the successor municipal Corporation and pursuant to the Minister’s Order, any by-laws of the former municipality passed under the *Planning Act*, R.S.O. 1990, c. P.13 continue as the by-laws covering the area of the former municipality now forming part of the new City; and

Whereas the Council of The Corporation of the City of Kingston deems it advisable to amend By-Law Number 76-26, as amended, of the former Township of Kingston;

Therefore be it resolved that the Council of the Corporation of the City of Kingston hereby enacts as follows:

1. By-Law Number 76-26 of The Corporation of the City of Kingston, entitled “A By-Law to Regulate the Use of Lands and the Character, Location and Use of Buildings and Structures in the Township of Kingston”, as amended, is hereby further amended as follows:
 - 1.1. By changing the zone symbol of the subject site from Development ‘D’ Zone to Special Residential Type 1 ‘R1-76-H’ Zone on Map 4 of Schedule “A”, as shown on Schedule “A” attached to and forming part of By-Law Number 2019-____.
 - 1.2. By **Adding** a new subsection 13(3)(bt) thereto as follows:

“(bt) **R1-76 Graceland Subdivision (655 Graceland Avenue)**

Notwithstanding the provisions of Sections 5 and 12 to the contrary, the lands designated ‘R1-76’ on Schedule ‘A’ hereto, the following regulations shall apply:

(a) Permitted Uses:

- i. Residential Uses:
Single Family Dwelling House
 - ii. Non-Residential Uses:
Home Occupation
- A public use in accordance with the provisions of Section 5(18) hereof.

(b) Lot Area (minimum) Not applicable

(c) Lot Frontage (minimum)	Corner Lot	Other Lot
Single-Detached Dwelling House	13.0 metres	12.0 metres

(d) Front Yard

- i. Minimum setback from the front lot line: 4.5 metres
- ii. Maximum setback from the front lot line: 7.0 metres
- iii. Notwithstanding subsections 12(3)(bt)(d)(i) and 12(3)(bt)(d)(ii), where a dwelling includes a covered front porch the front wall of the main dwelling may be set back a maximum of 9.2 metres from the front lot line provided the dwelling includes a covered porch with a minimum width of 2.5 metres and a minimum depth of 2.0 metres.
- iv. Notwithstanding subsections 12(3)(bt)(d)(i), 12(3)(bt)(d)(ii) and 12(3)(bt)(d)(iii), where the front wall of an attached private garage containing the opening for vehicular access is located not more than 6.2 metres from the front lot line and where a dwelling includes a covered front porch, the front wall of the main dwelling may be set back 3.0 metres from the front wall of the garage.

(e) Garage Location

- i. The wall of an attached private garage that contains the opening for vehicular access shall be set back a minimum of 6.0 metres from the lot line that the driveway crosses to access the private attached garage.
- ii. The wall of the attached private garage facing the public street shall not be located more than 3.0 metres closer to the front lot line than either the main entry feature or main front entrance of the dwelling unit, except that a corner lot may have the garage located further than 3.0 metres from the main entry feature or main front entrance of the dwelling unit, provided it is not located closer to the front lot line than any other part of the dwelling unit.
- iii. The main entry feature means a platform, with at least one side open, covered by a roof, balcony or enclosed space, with or without

a foundation and/or basement that provides access to the dwelling unit.

- iv. The main front entrance means the door which is designed as the primary access point into the dwelling unit.

(f) Driveway Width:

The maximum driveway width as measured at the lot line and shall be 6.0 metres or 50% of the lot frontage, whichever is lesser.

(g) Exterior Side Yard Width (minimum): 2.4 metres

(h) Interior Side Yard Width (minimum):

1.2 metres, except where there is a dwelling without an attached garage, one of the sides must be 3.0 metres.

(i) Rear Yard (minimum): 7.5 metres

(j) CN Rail Main Line Requirements:

Notwithstanding Sections 5(1B) and 12(3)(bt) of this By-Law to the contrary, residential lots located within 30 metres of the CN Railway Main Line shall be subject to the following provisions:

- i. No residential buildings shall be erected within 30 metres of the main line right-of-way;
- ii. A safety berm with returns at the ends, 2.5 metres above grade at property and side slopes not steeper than 2.5 to 1 shall be erected and maintained to the satisfaction of the Municipality and CN Railway.
- iii. A noise barrier shall be installed and maintained adjoining and parallel to the rail right-of-way, with returns at the ends, at heights in accordance with the recommendations of the approved final Noise Study, with a minimum height of 5.5 metres above top-of-rail for principal main lines. The acoustic fence shall be constructed without holes or gaps and of a durable material weighing not less than 20 kilograms per square metre of surface area.
- iv. A chain link fence of a minimum height of 1.83 metres height shall be installed and maintained along the mutual property line in locations where there are no noise barriers to ensure there is a continuous barrier to trespassing onto the railway corridor.

(k) Height (maximum): 11 metres

(l) Parking

Parking is permitted in the front yard, interior side yard and rear yard. Notwithstanding any provisions herein to the contrary, front yard parking is prohibited except where it is a driveway leading to a permitted parking area.

(m) Landscaped Open Space (minimum) 30%

(n) Sight Triangles

Two sight triangles are required on a corner lot.

The location of the first sight triangle shall be located by drawing a line between a point on the exterior side lot line that is 4.5 metres from the intersection of the front lot line and the exterior side lot line and a point on the front lot line that is 8.5 metres from the intersection of the front lot line and the exterior lot line.

The location of the second sight triangle shall be located by drawing a line between a point on the exterior side lot line that is 8.5 metres from the intersection of the front lot line and the exterior side lot line and a point on the front lot line that is 4.5 metres from the intersection of the front lot line and the exterior side lot line.

Where the exterior side lot line and the front lot line do not intersect at a point, the hypothetical point of intersection of the two lot lines shall be deemed to be the intersection of the two lot lines.”

1.3 By **Adding** a new subsection 8(3)(x) thereto as follows:

“(x) **OS-23 Graceland Subdivision (655 Graceland Avenue)**

(a) Permitted Uses shall be limited to the following:

- (i) A park
- (ii) A public walkway
- (iii) A stormwater management facility
- (iv) A public use in accordance with the provisions of Section 5(18) hereof.”

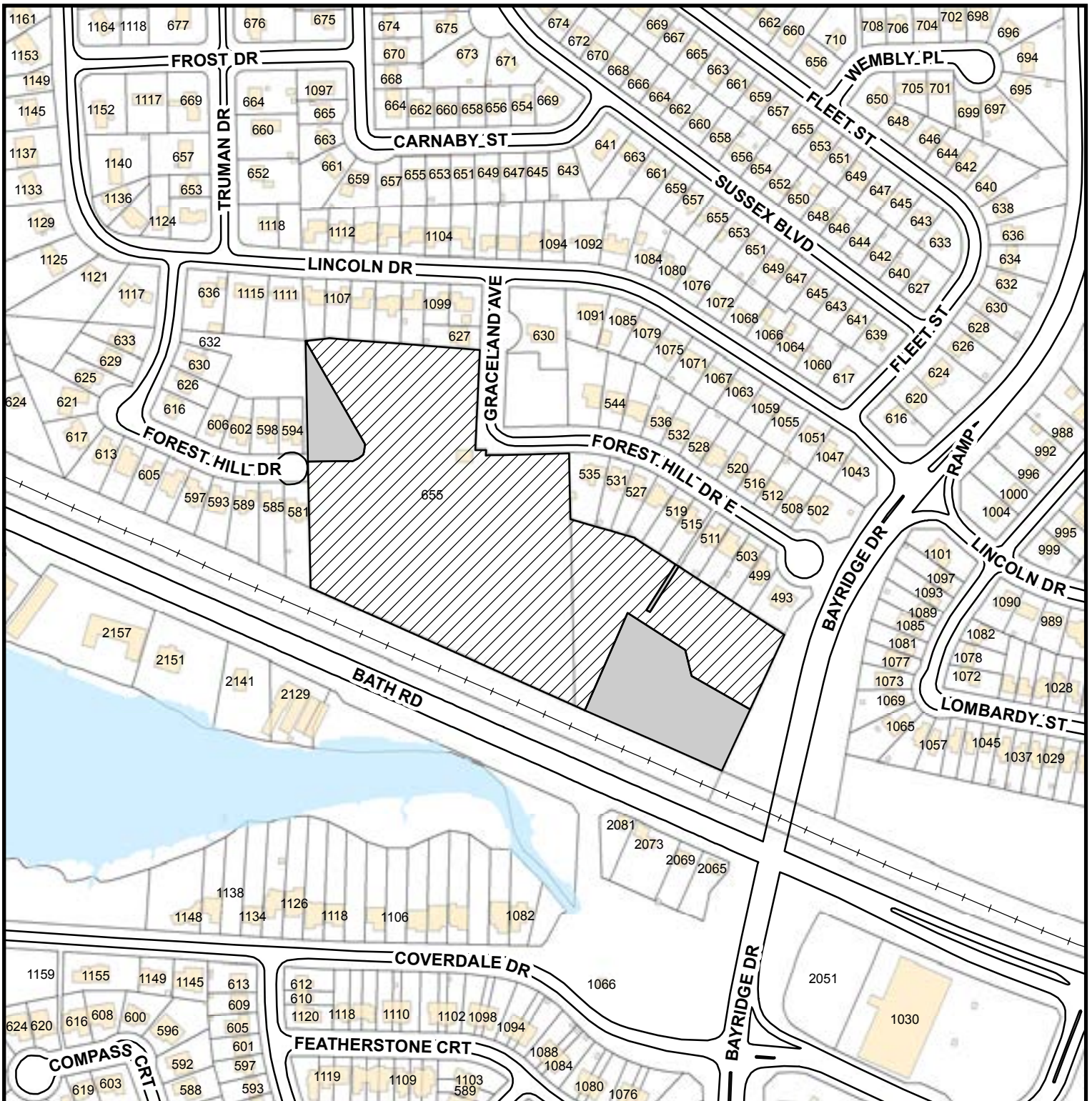
2. That this by-baw shall come into force in accordance with the provisions of the *Planning Act*.

Given all Three Readings and Passed: [Meeting Date]

John Bolognone

City Clerk

Bryan Paterson
Mayor



Planning, Building
& Licensing Services

a department of


Community
Services


SCHEDULE 'A' TO BY-LAW NUMBER

File Number: D14-041-2013
Address: 655 Graceland Avenue

LEGEND

Reference By-Law 72-26, Map 4

 Rezoned from D to R1-76-H

 Rezoned from D to OS-23

Certificate of Authentication

This is Schedule 'A' to By-Law Number _____,
passed this _____ day of _____ 2019.



The conditions of approval for the draft plan of subdivision for 655 Graceland Avenue which have to be addressed and cleared to the satisfaction of all technical agencies and staff are as follows:

1. Approved Draft Plan:

That this approval applies to the Draft Plan of Subdivision, prepared by Ainley Group of Consulting Engineers & Planners and Hopkins & Chitty Land Surveyors, dated April 20, 2012 (revised February 1, 2019) which shows the following:

- 45 residential lots (Lots 1-45);
- 1 block for parkland dedication (Block 46);
- 1 block for stormwater management pond (Block 47);
- 1 block for a walkway (Block 48)
- 1 new roadway (Street 'A')

2. Streets and Civic Addressing:

- (a) That the road allowances included in this Plan shall be shown and dedicated as public highways.
- (b) That the road allowances within the Plan shall be designed in accordance with the Municipality's engineering standards and shall be dedicated to the Municipality free of all charge and encumbrances. The streets, lots and blocks shall be designed to coincide with the development pattern on adjacent properties.
- (c) That Prior to Final Approval, the Owner shall submit proposed street names for approval by the Planning, Building & Licensing Services Department and shall be included on the first submission of the engineering drawings. The Streets within this Plan shall be named to the satisfaction of the City, in consultation with the Planning, Building & Licensing Services Department, in accordance with the City's Civic Addressing and Road Naming By-law.
- (d) That Prior to Final Plan Approval, the Owner shall provide confirmation that civic addresses have been assigned to the proposed lots and blocks by the City's Planning, Building & Licensing Services Department, in accordance with the City's Civic Addressing and Road Naming By-Law. The Owner shall be advised that the civic addresses are tentative until such time that the final plan is registered and the final lot layout has been confirmed.
- (e) For lots with more than one road frontage, the lots will be addressed on the road frontage on which primary vehicular access is situated. Prior to applying for a building permit the Owner shall confirm with the Planning, Building & Licensing Services Department the appropriate road frontage where primary vehicular access is to be provided and shall confirm the approved civic address in order to comply with the City's Civic Addressing and Road Naming By-Law and emergency response requirements.
- (f) That the Owner shall agree that the location and design of any **construction access** shall be approved by the Municipality and/or the appropriate authority.

3. Reserves and Easements:

- (a) That any dead ends and open sides of the road allowances created by this Plan shall be terminated in 0.3 metre reserves to be conveyed to and held in trust by the Municipality free of all charges and encumbrances.
- (b) That such easements as may be required for utility or drainage purposes shall be granted to the appropriate authority free of all charges and encumbrances.

4. Financial Requirements:

- (a) That the Owner agrees in writing to satisfy all the requirements, financial and otherwise, of the Municipality concerning all provisions of municipal services including, but not limited to: fencing, lighting, landscaping, sidewalks, roads, installation of underground services, provisions of drainage and noise mitigation where required.
- (b) **That Prior to Final Plan Approval**, the Owner shall submit for the Municipality's approval a detailed breakdown of the construction costs for the works associated with the development of this Plan, including any cash surcharges or special levies. The construction costs shall be prepared and stamped by a professional engineer. The cost estimate shall be submitted in the Municipality's standard format for incorporation into both the Pre-Servicing and Subdivision Agreements.
- (c) That the Owner shall bear the expense of all off site works resulting from the approved public works design where such works are not subsidized under the Policies and By-Laws of the Municipality.
- (d) That the Owner agrees to reimburse the Municipality for the cost of any Peer Reviews of the Studies / Reports submitted in support of the proposed Plan of Subdivision.

5. Subdivision Agreement:

- (a) That the Owner shall enter into the Municipality's standard Subdivision Agreement which shall list all approved plans and municipal conditions as required by the Municipality for the development of this Plan.
- (b) That the Subdivision Agreement between the Owner and the Municipality be registered against the lands to which it applies once the Plan of Subdivision has been registered.
- (c) That the Subdivision Agreement shall contain all necessary warning clauses and notices to purchasers resulting from, but not necessarily restricted to, the design and provision of services, including the requirement to provide and maintain private site specific works as necessary.

6. Engineering Drawings:

- (a) **That Prior to Final Plan Approval**, the Owner shall submit for approval, subdivision design drawings, including design plans for all public works and services, prepared and certified by a Professional Engineer and designed pursuant to the Municipality's Subdivision Design Guidelines and to the satisfaction of the Municipality. Such plans are to form part of the Subdivision Agreement.
- (b) **That Prior to Final Plan Approval**, the Owner shall submit a digital listing of the approved subdivision design drawings in the Municipality's standard format for incorporation into the Pre-Servicing and Subdivision Agreement.

7. Revisions to Draft Plan:

- (a) That any further subdivision of Blocks or additional road patterns on the Plan shall be completed to the satisfaction of the Municipality.
- (b) **That Prior to Final Plan Approval** of any part of the Plan, the Owner shall submit a revised Plan, if required, to reflect any significant alterations caused from this Draft Plan Approval.
- (c) That where final engineering design(s) result in minor variations to the Plan (e.g., in the configuration of road allowances and lotting, number of lots, etc.), these may be reflected in the Final Plan to the satisfaction of the Municipality.

8. Phasing:

- (a) That Final Plan Approval for registration may be issued in phases to the satisfaction of the Municipality, subject to all applicable fees.
- (b) That the **phasing** of the development shall be reflected in the Subdivision Agreement and on the approved subdivision design drawings to the satisfaction of the Municipality, taking into account the temporary termination of underground services, interim grading, interim stormwater management, operations and maintenance vehicle access and access for emergency vehicles.
- (c) That the phasing of the development shall be proposed in an orderly progression, in consideration of such matters as the timing of road improvements, infrastructure, schools and other essential services.
- (d) That all agencies agree to registration by phases and provide clearances, as required, for each phase proposed for registration; furthermore, the required clearances may relate to lands not located within the phase sought to be registered.

9. Zoning By-Law Compliance:

- (a) That the lands within this Draft Plan shall be appropriately zoned by a Zoning By-Law which has come into effect in accordance with the provisions of the *Planning Act*.
- (b) **That Prior to Final Plan Approval**, the Owner shall submit a Surveyor's Certificate which confirms that the lots and blocks within this Plan conform to the minimum lot frontage and lot area requirements of the applicable Zoning By-Law.

10. Required Studies:

- (a) **That Prior to Final Plan Approval**, the Owner shall submit a **Geotechnical Study**, certified by a Professional Engineer, to the satisfaction of the Municipality. The recommendations of the Geotechnical Study shall be incorporated into the Subdivision Agreement and the Subdivision Agreement shall contain provisions whereby the Owner agrees to implement the Study recommendations to the satisfaction of the Municipality.
- (b) **That Prior to Final Plan Approval**, the Owner shall demonstrate that the soil and groundwater quality of the property is compatible with a residential land use as defined by the generic criteria listed within the Guideline for Use at Contaminated Sites in Ontario (MOE, rev. 1997). The acceptable method for this demonstration would be a **Phase I Environmental Site Assessment (ESA)** performed in accordance with CSA standard Z768-01 and any required follow up investigations (Phase II ESA) or remediation. The recommendations of the Study shall be incorporated into the Subdivision Agreement and the Subdivision Agreement shall contain provisions whereby the Owner agrees to implement the Study recommendations to the satisfaction of the Municipality.

Should site remediation be required to meet the applicable soil and ground water criteria set out in applicable guidelines, the Owner shall submit to the Municipality **Prior to Final Plan Approval**, a copy of the Record of Site Condition acknowledged by a Provincial Officer of the Ministry of the Environment.

The Owner shall provide a certificate by a qualified professional that all lands within the Plan and any lands and easements external to the Plan to be dedicated to the Municipality, meet the applicable soil and ground water criteria.

- (c) **That Prior to Final Plan Approval** all recommendations of the **Servicing Study** shall be incorporated into the Subdivision Agreement and the Subdivision Agreement shall contain provisions whereby the Owner agrees to implement the Study recommendations to the satisfaction of the Municipality.
- (d) **That Prior to Final Plan Approval**, a **Stormwater Management Report** and implementing plans for the development shall be prepared by a qualified Professional Engineer, to the satisfaction of the Municipality and Cataraqui Region Conservation Authority. Such plans shall be included in the Subdivision Agreement. The Owner shall carry out the recommendations of the report, at his expense, to the satisfaction of the Municipality and the Cataraqui Region Conservation Authority.

- (e) **That Prior to Final Plan Approval**, the Owner shall submit a detailed **Noise Impact Study** prepared to the satisfaction of the Municipality, the Ministry of Environment, Conservation & Parks, and CN Rail. The recommendations of the Study shall be incorporated into the Subdivision Agreement and the Subdivision Agreement shall contain provisions whereby the Owner agrees to implement the Study recommendations to the satisfaction of the Municipality.

11. Archaeological Assessment:

- (a) That the Subdivision Agreement shall contain provisions that in the event that deeply buried or previously undiscovered archaeological deposits are discovered in the course of development or site alteration, all work must immediately cease and the site must be secured. The Cultural Program Branch of the Ministry of Culture & Sport (416-314-7132) and the City of Kingston Heritage Planner (613-546-4291 ext 3180) must be immediately contacted.
- (b) That the Subdivision Agreement shall contain provisions that in the event that human remains are encountered, all work must immediately cease and the site must be secured. The Kingston Police (613-549-4660), the Registrar of Cemeteries Regulation Section of the Ontario Ministry of Consumer Business Services (416-326-8404), the Cultural Program Branch of the Ministry of Culture (416-314-7132), and the City of Kingston Heritage Planner (613-546-4291 ext 3180) must be immediately contacted.

12. Stormwater Management:

- (a) **That Prior to Final Plan Approval**, Block 47 shall be deeded to the Municipality for Stormwater Management purposes. The design of the pond's open space, including any connecting paths, shall be subject to approval by the Municipality.
- (b) **That Prior to Final Plan Approval**, a final stormwater management plan be prepared by a qualified Professional Engineer for the Owner and reviewed to the satisfaction of the Municipality and the Cataraqui Region Conservation Authority and shall be included in the Subdivision Agreement between the Owner and Municipality.
- (c) **That Prior to Final Plan Approval**, the Owner shall submit a lot grading and drainage plan and a sediment and erosion control plan be completed by a qualified Professional Engineer for the Owner and reviewed to the satisfaction of the Municipality and the Cataraqui Region Conservation Authority and shall be included in the Subdivision Agreement between the Owner and Municipality.
- (d) **Prior to Final Plan Approval and Prior to any Works Commencing on the Site**, the Owner shall submit for approval by the Municipality and the Cataraqui Region Conservation Authority (CRCA), a detailed engineering report(s) that describes the storm drainage system for the proposed development, which shall include:

- i) plans illustrating how this drainage system will be tied into the surrounding drainage systems, and indicating whether it is part of an overall drainage scheme, the design capacity of the receiving system and how external flows will be accommodated;
 - ii) the location and description of all outlets and other facilities;
 - iii) storm water management techniques which may be required to control minor and major flows;
 - iv) proposed methods of controlling or minimizing erosion and siltation on-site and in downstream areas during and after construction;
 - v) overall grading plans for the subject lands; and
 - vi) storm water management practices to be used to treat storm water, to mitigate the impacts of development on the quality and quantity of ground and surface water resources as it relates to fish and their habitat.
- (e) That the Owner shall agree to maintain all storm water management and erosion and sedimentation control structures operating and in good repair during the construction period.
- (g) **That Prior to Final Plan Approval**, text shall be included in the Subdivision Agreement between the Owner and Municipality, to the satisfaction of the Municipality and the Cataraqui Region Conservation Authority, to advise the Owner that permission will be required under Ontario Regulation 148/06: Development Interference with Wetlands and Alterations to Shorelines and Watercourses from the Cataraqui Region Conservation Authority, prior to commencing construction on the stormwater pond outlet connection with the watercourse located east of the Bayridge Drive overpass and north of the CN right-of-way.
- (h) The subdivision is in proximity of the take-off/approach zone of the Kingston Airport and located is within the Outer Surface of the Kingston Airport Zoning Regulations. The subdivision is considered to be in the Primary Hazard Zone where aircraft are at or below 1500 ft. AGL. Stormwater management ponds are considered "Potentially Low" in the document TP1247 "Land Use in the Vicinity of Airports" produced by Transport Canada. Therefore, **Prior to Final Plan Approval**, the Owner shall incorporate mitigation measures into the detailed design plans for Block 47 to minimize the stormwater pond's attractiveness to birds to the satisfaction of the municipality. The mitigation measures shall be consistent with Transport Canada's publication TP11500E.

13. Release of Easements & Removal of Easement Infrastructure:

- (a) **That Prior to Final Plan Approval**, the Owner shall provide proof that the stormwater easement registered as Instrument No. FR533861 over Part 3 on Reference Plan 13R-9588 has been released by The Corporation of the City of Kingston, to the satisfaction of the Director of Planning, Building & Licensing Services. The Owner shall be responsible

for all fees and charges, including the preparation of a reference plan if necessary, arising from the release of the easement. The Owner shall be responsible for the removal of the infrastructure for this easement from the site to the satisfaction of the Municipality.

- (b) **That Prior to Final Plan Approval**, the Owner shall provide proof that the watermain easements registered respectively as Instrument Nos. FR121181 and FR123143 located on the subject lands have been released by The Corporation of the City of Kingston, to the satisfaction of the Director of Planning, Building & Licensing Services. The Owner shall be responsible for all fees and charges arising from the release of the easements. The Owner shall be responsible for the removal of the infrastructure for these easements from the site to the satisfaction of the Municipality.

14. Parkland Conveyance:

- (a) The parkland known as Block 46 (0.18ha) as described in the draft plan of subdivision shall be conveyed to the Municipality to satisfy the requirements for parkland dedication. That the Owner conveys up to 5% residential of the land included in the Plan of Subdivision to the Municipality for functional park or other public recreational purposes. Where the subdivision exceeds 30 units per residential hectare of land, the Owner shall convey lands for recreational purposes at a rate of 1.2 hectare per 1000 people up to 10% of the site area. Alternatively, the Municipality may require cash-in-lieu for all or a portion of the conveyance.
- (b) That lands to be conveyed to the Municipality for park or other public recreational purposes shall be subject to the following conditions:
 - (i) **That all lands shall be left in an untouched, natural state.** All existing vegetation is to remain within the limits of the park site, including any significant trees at the property line. Existing grades/elevations are to be maintained at the property lines and within the park itself unless approval for site alteration is received in writing from the Manager of Culture, Parks and Recreation or designate.
 - (ii) **That Prior to the transfer of deeds of the parkland to the Municipality**, the Manager of Parks Development shall be in receipt of a clearance memo from the Manager of Environment indicating that the park site is environmentally clean.
 - (iii) That the Owner shall enter into a Site Access Agreement with the Municipality to permit City staff to access the park site to complete pre-engineering, survey and design works for the park. This Agreement shall terminate once the Municipality is deeded the land as part of Final Plan Approval.
 - (iv) **That Prior to the Commencement of any Clearing, Grubbing or Construction Work** within 10 metres of the park blocks defined on the Draft Plan, the Owner shall:

1. Install snow fencing around the periphery of the park site to protect the site. The Municipality will be responsible for the maintenance of the fence and its removal.
 2. Post signage to Municipality specifications, on all accessible sides of each park block, which indicates:
 - the future use of the block as a park;
 - that no construction storage shall occur on this parcel of land nor shall any construction debris be dumped on this site; and
 - that all trees and other vegetation must not be disturbed.
- (v) **That Prior to the Assumption of the Parkland**, the Manager of Parks Development and Public Works or designate shall inspect the park site to ensure that the park is in a clean/natural state, provide adequate drainage and clear of natural hazards including the removal of hazardous trees. The conditions on the site must be satisfactory to the Manager of Parks Development and Manager of Public Works prior to the municipality's assumption for maintenance and the removal of the snow fencing. Should the park blocks be in an unsatisfactory state, the Owner shall be held responsible for restoring the site to the Municipality's satisfaction.
- (vi) If the design of the subdivision affects the parkland in which a natural state cannot be maintained, then an application of top soil and seeding or access to a stockpile of topsoil is required to be provided to the municipality.
- (c) That prior to final plan approval, the Owner shall provide a grading plan for Block 46 in which the design of the site shall provide adequate drainage.
- (d) That prior to final plan approval, the Owner shall provide a tree preservation plan for Block 46, in which hazardous trees such as deadwood or ash trees are identified to be removed in order to provide a safe environment for future park users.
- (e) No above ground or underground services, pedestal or transformers shall be within Block 46.
- (f) That the owner agrees that there will not be any unauthorized storage of materials and equipment before, during or after construction on Block 46 without consent from the Manager of Parks Development.

15. Tree Inventory / Tree Preservation/ Street Trees:

- (a) That prior to any grubbing/clearing or construction on parcels of land not defined as roadways or servicing easements on the draft plan, the Owner shall receive final approval from the Municipality for a Tree Preservation plan prepared for the subject lands. The final approved tree inventory plan shall be prepared by a certified arborist (ISA approved), and shall set out the surveyed locations of all trees on the site. The tree inventory shall list the species, caliper size, condition, crown radius and indicate whether

the tree is to be retained or removed. If trees 6 inches (150 mm) or more in diameter are to be removed from the subject lands, the developer will abide by the conditions of the tree removal permit under the Tree By-Law (2018-25) which may, at the Supervisor of Forestry's discretion, include a tree preservation plan, a tree replacement plan or cash compensation for the value of the trees to be removed. If the tree is to be removed a rationale for this action must be noted. If significant trees or groups of trees are identified to be retained in the tree inventory, a tree preservation plan will be required prior to final approval at the discretion of the Municipality. This plan shall be reviewed to the satisfaction of the Municipality and be included as a schedule to the Subdivision Agreement. Requirements for the tree preservation plan are noted in the subdivision design guidelines produced by the Municipality.

- (b) **That Prior to Final Plan Approval**, the Owner shall submit a Street Tree Planting Plan prepared by a Landscape Architect to the satisfaction of the Municipality.

16. Roads & Sidewalks

- (a) The Owner shall be responsible for the upgrade of existing roads abutting the subdivision to current municipal standards for minor local streets to the satisfaction of the municipality. The application for final plan of subdivision shall contain the proposed plans for these works for review by the municipality.
- (b) The Owner is required to provide pedestrian connectivity to the satisfaction of the Municipality between the existing sidewalks on Lincoln Drive and Forest Hill Drive East and the proposed subdivision.

17. Landowner Information Package

That prior to Final Plan Approval, the Owner shall prepare a Landowner Information Package (LIP), to the satisfaction of the Municipality, which shall be registered on title of the subject property and distributed to all prospective purchasers and shall be appended to their Agreements of Purchase and Sale or Lease. Provisions shall be included in the Subdivision Agreement to require a Notice to Purchasers that the LIP has been prepared to help make them aware of regulations and best practices on their property and with respect to the proximity of the property to a portion of the Canadian National Railway Main Line. The LIP shall also include language to make property owners aware that due to the subdivision's proximity to the CN Rail Main Line, there will be noise experienced from the passage of trains and train whistles. The Package must also include information regarding maximum driveway width and warnings regarding snow removal on cul-de-sacs. The LIP shall also include text with respect to the level of service of snow clearing that on the municipal walkway located on and immediately adjacent to the subdivision.

18. Kingston Fire & Rescue Requirements:

- (a) Fire access routes shall be as per OBC article 3.2.5.5 and signage in accordance with the City of Kingston as follows:
 - (i) Fire route signs shall be permanently mounted on a rigid sign post or pole with the words 'Fire Route Tow Away Zone' with pictorial sign;
 - (ii) Be erected at the height of between 1.9 to 2.5 metres as measured from the travelled surface of the fire route to the bottom edge of the sign;
 - (iii) Be installed at a distance of 0.3 to 3 metres from the traveled edges of the fire route; and
 - (iv) Be installed along the fire route at intervals no greater than 30 metres or at such other intervals approved by the Chief Fire Official, as may be required to clearly identify the route.
- (b) Fire hydrants shall be located within 90 metres horizontally of a portion of a building perimeter that is required to face a street.

19. Canada Post - Community Mail Boxes:

- (a) That prior to Final Plan Approval, the Owner shall, in consultation with and to the satisfaction of Canada Post, identify the location of community mail boxes within the Plan, and shall identify such locations on drawings for approval by the City.
- (b) That prior to Final Plan Approval, the Owner shall, in consultation with and to the satisfaction of the City, provide detailed design plans for the community mail boxes including a landscape plan showing street furniture and complimentary architectural features.
- (c) That the Owner shall provide a suitable temporary community mailbox location(s) until the curbs, sidewalks and final grading have been completed at the permanent location(s).
- (d) That prior to Final Plan Approval, the Owner shall enter into a Community Mailbox Developer Agreement and pay the Address Activation Fee with Canada Post Corporation for the installation of Community Mail Boxes as required by Canada Post.
- (e) That the Owner shall identify in all offers of purchase and sale, or lease for all lots and blocks within this Plan that mail delivery will be provided via a community mail box, provided that the Owner has paid for the activation and equipment installation of the community mail box, and the locations of all community mail boxes within this Plan. A Notice to Purchasers shall also be included in the Subdivision Agreement to this effect.

20. Bell Canada Requirements:

That the Owner shall meet the following conditions of Bell Canada:

- (a) That the Owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada, to grant Bell Canada any easements that may be required for telecommunications services; and,
- (b) That the Owner shall be requested to enter into an Agreement (Letter of Understanding) with Bell Canada complying with any underground servicing conditions imposed by the Municipality, or if no such conditions are imposed, the Owner shall advise the Municipality of the arrangements for servicing.
- (c) The Developer is hereby advised that prior to commencing any work within the Plan, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the Developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the Developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (ie., 911 Emergency Services).

21. CN Rail Requirements:

- (a) **That Prior to Final Plan Approval**, the Owner is required to provide a final Stormwater Management design completed by a qualified registered professional top that confirms to the satisfaction of CN, that the storm water flow outlet to CN results in no negative impacts to CN property from the flow of water on to CN property, from the flow of water through CN property, or from the flow of water off of CN property.
- (b) **That Prior to Final Plan Approval**, the Owner shall ensure that CN Rail's "Principal Main Line Requirements" are implemented in the approved subdivision plans and subdivision agreement to the satisfaction of CN Rail.
- (c) **That Prior to Final Plan Approval**, the Owner shall grant an environmental easement for operational noise and vibration emissions, registered against the Owner's property in favour of CN.
- (d) **That Prior to Final Plan Approval**, the Owner shall enter into an agreement with CN stipulating how CN's concerns will be resolved and will pay CN's reasonable costs in preparing and negotiating the agreement.

22. Hydro One Requirements:

- (a) **That Prior to Final Plan Approval**, the Owner/Subdivider shall submit to Hydro One the lot grading and drainage plan, showing existing and final grades, for review and approval. Drainage must be controlled and directed away from the Hydro One corridor.
- (b) That the following **Warning Clauses/Notices** as required by Hydro One shall be included in the Subdivision Agreement:
“The transmission lines abutting this subdivision operate at 500,000, 230,000 or 115,000 volts. Section 186-Proximity-of the Regulations for Construction projects in the Occupational Health and Safety Act, require that no object be brought closer than 6 metres (20feet) to an energized 500 kV conductor. The distance for 230kV is 4.5 metres (15 feet), and for 115 kV conductors is 3 metres (10 feet). It is the Owner’s responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the conductors can raise and lower without warning, depending on the electrical demand placed on the line. “
- (c) That temporary fencing must be installed along the edge of the right-of-way prior to the start of construction, at the Owner’s expense.
- (d) That permanent fencing must be installed after construction is completed along the Hydro One corridor, at the Owner’s expense.
- (e) That the Hydro One corridor is not to be used without the express written permission of Hydro One Networks Inc. During construction, there shall be no storage of materials or mounding of earth or other debris on the right-of-way. The Owner shall be responsible for restoration of any damage to the right-of-way resulting from construction of the subdivision.
- (e) The costs of any relocations or revisions to Hydro One facilities that are necessary to accommodate this subdivision shall be borne by the Owner.

23. Union Gas:

The costs of any relocations or revisions to Union Gas facilities that are necessary to accommodate this subdivision shall be borne by the Owner.

24. Utilities Requirements:

- (a) **Prior to Final Plan Approval**, the Owner shall satisfy all technical, financial and other requirements of Utilities Kingston regarding the design, installation, connection and/or expansion of electric distribution services, gas distribution services, water distribution services and sanitary sewer distribution services, or any other related matters.
- (b) The Owner shall agree to design, purchase materials, and install a buried hydro distribution system, compatible with the existing and/or proposed systems in

surrounding Plans, all in accordance with the latest standards and specifications of Utilities Kingston and the Municipality.

- (c) The Owner shall agree to design, purchase materials and install a street lighting system, compatible with the existing and/or proposed systems in surrounding Plans, all in accordance with Municipal standards and specifications.
- (d) That Prior to Final Plan Approval, the Owner is required to enter into an easement agreement with the Municipality for the purpose of a sanitary sewer and for the Municipality and their agents to access this easement for maintenance, repair, replacement, etc purposes related to this easement.

25. Warning Clauses:

That the Owner shall cause the following warning clauses to be included in a schedule to all offers of purchase and sale, or lease for all lots / blocks within this Plan

(a) within the entire subdivision plan:

1. "Purchasers and/or tenants are advised that despite the inclusion of noise control features within both the development area and the individual building units, noise levels, including from construction activities, may be of concern and occasionally interfere with some activities of the dwelling occupants."
2. "Purchasers and/or tenants are advised that the proposed finished lot and/or block grading may not meet Municipality of Kingston lot grading criteria in certain areas to facilitate preservation of existing vegetation and to maintain existing adjacent topographical conditions".
3. "Purchasers and/or tenants are advised that traffic calming measures may have been incorporated into the road allowances."
4. "Purchasers and/or tenants are advised that the planting of trees on Municipality boulevards in front of residential units is a requirement of the Municipality and a conceptual location Plan is included in the Subdivision Agreement. While every attempt will be made to plant trees as shown, the Municipality reserves the right to relocate or delete any boulevard tree without further notice."
5. "Purchasers and/or tenants are advised that Canadian National or Canadian Pacific Railway Company(s), or its assigns or successors in interest, has a right-of-way within 300 metres from the subject lands, and there may be future alterations or expansions to the rail facilities or operations which may affect the living environment of the residents in the vicinity, notwithstanding any noise and vibration attenuating measures included in the development and individual dwellings(s): CNR/CPR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid right-of-way."

6. "Purchasers and/or tenants are advised that mail delivery will be from a designated community mailbox, the location of which will be identified by the Owner prior to any home closings."

(b) abutting any open space, woodlot or storm water facility:

7. "Purchasers and/or tenants are advised that the adjacent open space, woodlot or storm water management facility may be left in a naturally vegetated condition and receive minimal maintenance."

(c) abutting a park block:

8. "Purchasers and/or tenants are advised that the lot abuts a public park, and that noise and lighting should be expected from the designed active use of the park."

26. Model Homes:

That where the Owner proposes to proceed with the construction of a model home(s) prior to registration of the Plan, the Owner shall enter into an Agreement with the Municipality, setting out the conditions, and shall fulfill all relevant conditions of that Agreement prior to issuance of a building permit.

27. General Conditions:

- (a) That prior to Final Plan Approval, the Applicant will submit a detailed account of how each Condition of Draft Plan Approval has been satisfied.
- (b) That the Owner shall pay any and all outstanding application fees to the Planning, Building & Licensing Services Department, in accordance with the Municipality's Tariff of Fees By-Law.
- (c) That when requesting Final Approval from the Municipality, the Owner shall accompany such request with the required number of originals and copies of the Final Plan, together with a surveyor's certificate stating that the lots/blocks thereon conform to the frontage and area to the requirements of the Zoning By-Law.
- (d) That the Owner agrees to remove any driveways and buildings on site, which are not approved to be maintained as part of the Plan; any modification to off-site driveways required to accommodate this Plan shall be coordinated and completed at the cost of the Owner.
- (e) That the Owner shall agree that all lots or blocks to be left vacant shall be graded, seeded, maintained and signed to prohibit dumping and trespassing prior to assumption of the works by the municipality.

- (f) **That Prior to Final Plan Approval**, the Owner shall pay the proportionate share of the cost of any external municipal services, temporary and/or permanent, built or proposed, that have been designed and oversized by others to accommodate the subject plan.
- (g) That the Owner shall agree to erect fencing in the locations and of the types as shown on the approved subdivision works drawings and as required by the Municipality.
- (h) The Owner shall agree that no building permits, with the exception of model homes, will be applied for until the Municipality is satisfied that adequate access, municipal water, sanitary and storm services are available.

28. Clearance Letters:

- (a) **That Prior to Final Plan Approval**, the approval authority shall advise that all Conditions of Draft Plan Approval have been satisfied; the clearance memorandum shall include a brief statement detailing how each Condition has been met.
- (b) **That Prior to Final Plan Approval**, the Municipality is to be advised in writing by the Cataraqui Region Conservation Authority the method by which Conditions 12(b), 12(c), 12(d), and 12(f) have been satisfied.
- (c) **That Prior to Final Plan Approval**, the City is to be advised in writing by Canada Post the method by which Condition 19 has been satisfied.
- (d) **That Prior to Final Plan Approval**, the Municipality is to be advised in writing by Bell Canada the method by which Condition 20 has been satisfied.
- (e) **That Prior to Final Plan Approval**, the Municipality is to be advised in writing by Canadian National Railway the method by which Conditions 10(e) and 21 have been satisfied.
- (f) **That Prior to Final Plan Approval**, the Municipality is to be advised in writing by Hydro One the method by which Condition 22 has been satisfied.
- (g) **That Prior to Final Plan Approval**, the Municipality is to be advised in writing by Union Gas the method by which Condition 23 has been satisfied.
- (h) **That Prior to Final Plan Approval**, the Municipality is to be advised in writing by Utilities Kingston the method by which Conditions 10(c), 13(b) and 24 have been satisfied.

29. Vegetation Removal Restriction

That, in accordance with the Ecological Services Letter dated March 19, 2019, the Owner shall ensure that vegetation removal for the development shall take place outside of the migratory bird breeding season, identified as April 15 to July 30.

30. Lapsing Provisions:

- (a) That pursuant to Section 51(32) of the *Planning Act*, this Draft Plan Approval shall lapse at the expiration of **three (3) years from the date of issuance of Draft Plan Approval** if final approval has not been given, unless an extension is requested by the Owner and, subject to review, granted by the approval authority.
- (b) That pursuant to Section 51(33) of the *Planning Act*, the Owner may submit a request to the approval authority for an extension to this Draft Plan Approval. The extension period shall be for a maximum of two (2) years and must be submitted prior to the lapsing of Draft Plan Approval. Further extensions may be considered at the discretion of the approval authority where there are extenuating circumstances.

Notes To Draft Plan Approval:

1. It is the Applicant's responsibility to fulfil the foregoing Conditions of Draft Plan Approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Planning, Building & Licensing Services Department of the City of Kingston.
2. **Prior to Final Plan Approval**, the Applicant shall submit to the Municipality of Kingston for review four (4) draft copies of all Reference Plans and Surveys and three (3) draft copies of the Final M- Plan.
3. When requesting final approval, such a request must be directed to the Planning, Building & Licensing Services Department and be accompanied with:
 - Eight (8) mylars and four (4) paper prints of the completed Final M-Plan,
 - four (4) copies of all Reference Plans and (4) copies of all Conveyance Documents for all easements and lands being conveyed to the Municipality; and,
 - a Surveyor's Certificate to the effect that the lots and blocks on the Plan conform to the Zoning By-Law.
4. All measurements in subdivision final plans must be presented in metric units.
5. Hydro One advises that an electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 – Proximity – of the Regulations for Construction Projects in the *Occupational Health and Safety Act*, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is the proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating "**DANGER – Overhead Electrical Wires**" in all locations where personnel and construction vehicles might come in close proximity to the conductors.
6. The Final Plan approved by the Municipality must be registered within thirty (30) days or the Municipality may, under Subsection 51(59) of the *Planning Act*, withdraw its approval.

Condominium Agreement

Clause __, Report Number __

This Agreement made in triplicate this _____ day of _____, 2019

Between:

Kingston East Medical Campus Corp.
(the "Owner")

Of The First Part

- and -

The Corporation Of The City Of Kingston
(the "Municipality")

Of The Second Part

Whereas the Owner is the registered owner of the lands known municipally as 800 John Marks Avenue and legally described in Schedule "A" of this Agreement (the "Owner's Lands"); and

Whereas the Owner has made an application (File Number D07-003-2018) to the Municipality for approval of a Plan of Common Elements Condominium under the exemption process for the construction of eleven buildings with common elements that include parking area, open space, landscaped areas, utilities, sidewalks and underground services (the "Common Elements") which have been constructed on the Owner's Lands (the "Application"); and

Whereas the Owner's Lands are subject to a Site Plan Control Agreement, dated November 21, 2017, and registered on title December 5, 2017 as Instrument Number: FC253036; and

Whereas the Municipality is satisfied that an exemption from the provisions of sections 51 and 51.1 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, is appropriate; and

Whereas on _____, 2019, City of Kingston Council passed a by-law exempting the Application from the provisions of sections 51 and 51.1 of the *Planning Act*, and authorized issuing a Certificate of Approval under Section 9 of the *Condominium Act*, 1998, S.O. 1998, c. 19, as amended; and

Whereas the approval of City of Kingston Council was subject to the Owner entering into a Condominium Agreement with the Municipality, which Agreement is to reference the conditions from the registered Site Plan Control Agreement and is to be registered against title to the Owner's Lands to serve as notice to purchasers that the Condominium Corporation will be responsible to fulfill any conditions not completed by the Owner;

Now Therefore This Agreement Witnesseth that in consideration of the approval of the Plan of Common Elements Condominium and the sum of **One Dollar** (\$1.00), receipt of which is hereby acknowledged, the Owner for itself and for all successors in title, hereby agrees with the Municipality as follows:

1. **Prior To The Registration Of The Condominium Declaration**, the Owner shall submit a written report from a consulting professional (Engineer, Architect, Ontario Land Surveyor) confirming that, at the time of the writing of the report, the Common Elements have been completed in conformity with the approved plans and the registered Site Plan Control Agreement and any amendments thereto. Any matters which will not be completed prior to the registration of the

Condominium Agreement

Condominium Declaration and are to be assumed by the Condominium Corporation shall be clearly outlined in writing in the report.

2. Purchasers are hereby advised that this Plan of Common Elements Condominium is subject to a Site Plan Control Agreement, dated November 21, 2017 and registered on title on December 5, 2017 as Instrument Number FC253036. Purchasers are advised that the Condominium Corporation shall be responsible for maintaining the required works as shown on the approved plans listed in the Site Plan Control Agreement and shall be responsible for completing any required works not completed prior to the registration of the Condominium Declaration.
3. The Owner acknowledges and agrees to provide, install and maintain fire access route signs for the designated fire route to the satisfaction of the fire chief. Approved fire route signage shall be installed along the complete travel portion of the fire route as follows:
 - (a) Fire route signs shall be permanently mounted on a rigid sign post or pole with the words 'Fire Route Tow Away Zone' with pictorial sign;
 - (b) Be erected at a height of between 1.9 and 2.5 meters as measured from the traveled surface of the fire route to the bottom edge of the sign;
 - (c) Be installed at a distance of 0.3 to 3 meters from the traveled edges of the fire route; and
 - (d) Be installed along the fire route at intervals no greater than 30 meters or at such other intervals, approved by the Chief Fire Official, as may be required to clearly identify the route.
4. The Condominium Corporation shall be the owner and operator of the private water pipes and sanitary sewer pipes located within the Common Elements portion of the Plan of Common Elements Condominium.
5. Wherever this Agreement states "the Owner shall.....", this shall mean at the Owner's expense.
6. The Owner shall pay to the Municipality all costs associated with the approval and registration of this Agreement, as well as the cost of any grants of easement relative thereto.
7. It is agreed between the parties hereto that every covenant, proviso and agreement herein shall enure to the benefit of and be binding upon the parties hereto, and their heirs, executors, administrators, successors and assigns; that all covenants herein shall be construed as being joint and several and that, when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter gender, as the case may be, were expressed.

In Witness Whereof the parties hereto have affixed their Corporate Seals, under the hands of their proper signing officers, duly authorized in that behalf.

Condominium Agreement

Signed, Sealed And Delivered) **Kingston East Medical Campus Corp.**
in the presence of)
)
)
) _____
) Gregory N. Murphy
)
) (I have the authority to bind the Corporation)
)
)
)
) **The Corporation Of The City Of Kingston**
)
)
) _____
) Bryan Paterson, Mayor
)
)
) _____
) John Bolognone, City Clerk
) (We have the authority to bind the Corporation)

Condominium Agreement

Schedule "A"

The Owner's Lands

PART LOTS 2 & 3 CONCESSION EAST GREAT CATARAQUI RIVER KINGSTON/PITTSBURGH PARTS 1, 2 & 3 13R21845; SUBJECT TO AN EASEMENT IN GROSS AS IN FC261094; SUBJECT TO AN EASEMENT OVER PARTS 2 & 3 13R21845 AS IN FR676182E; SUBJECT TO AN EASEMENT OVER PART 3 13R21845 AS IN FC242732; CITY OF KINGSTON

PIN 36339-1816 (LT)

Municipal Address: 800 John Marks Avenue