



## Committee of the Whole Revised Agenda

Monday, May 5, 2025, 7:00 p.m.

Council Chambers

Whitby Town Hall

This meeting will be available for viewing through the Town's **live stream feed** while the meeting is in progress. Please visit [whitby.ca/CouncilCalendar](http://whitby.ca/CouncilCalendar) for more information about the live stream and archived videos.

This meeting will be held in a hybrid in-person and virtual format. In accordance with Section 8.1 of Procedure By-law # 8081-24, Members of Council may choose to attend in-person or participate virtually.

**Should you wish to provide comments regarding a matter being considered below, please submit written correspondence and/or a Delegation Request Form.**

- **To submit written correspondence**, please email your correspondence to the Office of the Town Clerk at [clerk@whitby.ca](mailto:clerk@whitby.ca) by noon on the day of the meeting. Correspondence must include your full name, address, and the item on the agenda that your correspondence is related to.
- **To speak during the Committee meeting either in-person or virtually**, please submit a Delegation Request Form online to the Office of the Town Clerk by 8 a.m. on the day of the meeting. Should you be unable to access a computer, please call 905.430.4300 to speak with a Staff Member in the Office of the Town Clerk.

A Revised Agenda may be published on a later date. Late items added or a change to an item will appear with an asterisk beside them.

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1. **Call To Order: The Mayor**
  2. **Call of the Roll: The Clerk**
  3. **Declarations of Conflict of Interest**
  4. **Consent Agenda**
  5. **Planning and Development**
    - 5.1 Presentations
    - 5.2 Delegations

- \*5.2.1 Jack Wong representing Mattamy (Thickson) Limited (In-Person Attendance)  
Re: PDP 22-25, Planning and Development (Planning Services) Department Report  
Draft Plan of Subdivision and Zoning By-law Amendment Applications, Mattamy (Thickson) Limited, File Number: DEV-02-22 (SW-2022-01 and Z-02-22)

**Refer to Item 5.4.1, PDP 22-25**

5.3 Correspondence

5.4 Staff Reports

- 5.4.1 PDP 22-25, Planning and Development (Planning Services) Department Report  
Re: Draft Plan of Subdivision and Zoning By-law Amendment Applications, Mattamy (Thickson) Limited, File Number: DEV-02-22 (SW-2022-01 and Z-02-22)

Recommendation:

1. That Council approve the Draft Plan of Subdivision (File Number: SW-2022-01), subject to the comments included in Report PDP-22-25 and the Conditions of Draft Plan Approval included in Attachment #9;
2. That Staff be authorized to prepare a Subdivision Agreement;
3. That Council approve the amendment to Zoning By-law #1784, (File Number: Z-02-22) and that a Zoning By-law Amendment be brought forward for consideration by Council at a later date;
4. That Williams and Stewart Associates Ltd. be appointed as the Control Architect for the Draft Plan of Subdivision; and,
5. That the Clerk forward a Notice to those parties and agencies who requested to be notified of Council's decision.

5.5 New and Unfinished Business - Planning and Development

**6. General Government**

6.1 Presentations

6.2 Delegations

6.3 Correspondence

6.4 Staff Reports

- 6.4.1 FS 15-25, Financial Services Department Report  
Re: 2024 Annual Investment Report

Recommendation:

That Report FS 15-25 entitled "2024 Annual Investment Report", be received for information.

- 6.4.2 FS 26-25, Financial Services Department and Community Services Department Joint Report  
Re: Single Source Contract Award for Design Services for the New Whitby Fire Station

Recommendation:

1. That staff be authorized to award a single source contract to Thomas Brown Architects for the detailed design of the New Whitby Fire Station, in the amount of \$942,185 plus HST, funded from capital project # 71231201 - FH6 - New Construction; and,
2. That a 2025 capital project be approved for the construction of Fire Hall 6, in the amount of \$17,000,000, funded from internal borrowing between Development Charges reserve funds as outlined in Report FS 26-25.

- 6.4.3 FS 14-25, Financial Services Department Report  
Re: Growth-Related Development Fees Exemptions for Affordable Residential Units

Recommendation:

1. That Council approve the Affordable Residential Units Exemptions Policy included as Attachment 1 of Report FS 14-25; and,
2. That the Treasurer be delegated the authority to enter into and make certain amendments to the agreements as outlined in Report FS 14-25 with the Region of Durham and property owners for the purpose of providing development charge, parkland dedication, and community benefit charge exemptions for Affordable Residential Units.

- \*6.4.4 CMS 07-25, Community Services Department and Legal and Enforcement Services Department Joint Report  
Re: Proposed Amendment to the Private Transportation Services By-law, Accessible Taxis

Recommendation:

1. That Report CMS 07-25 be received for information; and,
2. That the proposed amendments to the Town's Private Transportation Services By-law # 7398-18, substantially as appended in Attachment 1, be brought to Council for consideration and adoption.

- 6.5 New and Unfinished Business - General Government

## 7. Adjournment



# Town of Whitby Staff Report

[whitby.ca/CouncilCalendar](http://whitby.ca/CouncilCalendar)



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**Report Title: Draft Plan of Subdivision & Zoning By-law Amendment Application, Mattamy (Thickson) Limited File No. DEV-02-22 (SW-2022-01 and Z-02-22)**

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**Report to:** Committee of the Whole

**Date of meeting:** May 5, 2025

**Report Number:** PDP-22-25

**Department(s) Responsible:**

Planning and Development Department  
(Planning Services)

**Submitted by:**

R. Saunders, Commissioner of Planning  
and Development

<b>Acknowledged by M. Gaskell, Chief Administrative Officer</b>
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**For additional information, contact:**

J. Taylor, Director of Planning, 905-444-  
2908

Lori Riviere-Doersam, Project Manager,  
905-444-2895

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## 1. Recommendation:

1. That Council approve the Draft Plan of Subdivision (File No. SW-2022-01), subject to the comments included in Planning Report PDP-22-25 and the Conditions of Draft Plan Approval included in Attachment #9;
2. That Staff be authorized to prepare a Subdivision Agreement;
3. That Council approve the amendment to Zoning By-law #1784, (File No. Z-02-22) and that a Zoning By-law Amendment be brought forward for consideration by Council at a later date;
4. That Williams and Stewart Associates Ltd. be appointed as the Control Architect for the Draft Plan of Subdivision; and
5. That the Clerk forward a Notice to those parties and agencies who requested to be notified of Council's decision.

## **2. Highlights:**

- Mattamy (Thickson) Limited has submitted a Draft Plan of Subdivision Application and a Zoning By-law Amendment Application for an 83.35 hectare (205.96 acre) parcel of land located south of Brawley Road East, between Thickson Road North and Garrard Road.
- The Draft Plan of Subdivision Application proposes to create 510-615 single detached dwelling units, 128 street townhouse dwelling units, 122 rear lane townhouse dwelling units, and 100 back-to-back townhouse dwelling units. The Draft Plan of Subdivision Application also proposes to create a secondary school block, an elementary school block, a local park block, parkette/trail head blocks, stormwater management pond blocks, and natural heritage system blocks.
- The Zoning By-law Amendment Application proposes to change the current zoning from Agricultural (A) Zone to appropriate Zone categories to accommodate the proposed development.
- All commenting departments and external agencies have reviewed the Draft Plan of Subdivision Application and the Zoning By-law Amendment Application and have indicated their support for the proposed development subject to their comments and conditions.

## **3. Background:**

### **3.1. Site and Area Description**

The subject land is located south of Brawley Road East, between Thickson Road North and Garrard Road (refer to Attachment #1). The subject land is approximately 83.35 hectares (205.96 acres) in size.

The surrounding land uses include rural residential uses and agricultural lands to the north, south, east, and west (refer to Attachment #2). The lands to the north and east are located within the Provincial Greenbelt.

### **3.2. Applications and Proposed Development**

Draft Plan of Subdivision and Zoning By-law Amendment Applications have been submitted by Mattamy (Thickson) Limited to permit a proposed residential Plan of Subdivision. Key components of the proposed Draft Plan of Subdivision include:

- 510-615 single detached dwelling units;
- 128 street townhouse dwelling units;
- 122 rear lane townhouse dwelling units;
- 100 back-to-back townhouse dwelling units;
- Secondary and elementary school blocks;

- A local park block;
- Parkette/trail head blocks;
- Stormwater management pond blocks; and,
- Natural heritage system blocks (refer to Attachment #3).

The Zoning By-law Amendment Application proposes to change the current zoning from Agricultural (A) Zone within Zoning By-law No. 1784, to appropriate zone categories to accommodate the proposed development.

### **3.3. Documents Submitted in Support**

The following documents were submitted in support of the applications:

- A proposed Draft Plan of Subdivision, prepared by Malone Given Parsons Ltd., dated May 2024 (refer to Attachment #3);
- A Conceptual Lotting Plan, prepared by Malone Given Parsons Ltd., dated May 2024;
- A Density Calculation Plan, prepared by Malone Given Parsons Ltd., dated January 2024;
- A Preliminary Composite Transportation Component Plan, prepared by Crozier and Associates Limited, dated October 14, 2021 (refer to Attachment #4);
- A Planning Opinion Report, prepared by Malone Given Parsons Ltd., dated December 2021;
- A Sustainability Report and Whitby Green Standard Checklist, prepared by Malone Given Parsons Ltd., dated November 2021 (Revised February 2025);
- A Park Facility Fit Key Plan, prepared by NAK Design Strategies, dated May 2021 (Revised February 2024);
- A Functional Servicing and Stormwater Management Report, prepared by Urbantech Consulting, dated November 2021 (Revised February 2024);
- A Hazard Land Identification Plan, prepared by Urbantech Consulting, dated December 2021;
- A Hydrogeological Assessment and Water Balance, prepared by R.J. Burnside Associates Ltd., dated October 2021;
- A Geotechnical Investigation, prepared by DS Consultants Limited, dated June 2018;

- A Slope Stability Assessment, prepared by DS Consultants Limited, dated September 2020;
- An Environmental Impact Study, prepared by R.J. Burnside and Associates Ltd., dated November 2021 (Revised April 2023);
- An Arborist Report, prepared by R.J. Burnside and Associates Ltd., dated December 2021 (Revised December 2023);
- A Phase 1 Environmental Site Assessment, prepared by AME Materials Engineering, dated May 2005;
- A Phase 1 Environmental Site Assessment Update, prepared by AME Materials Engineering, dated April 2021;
- A Phase 2 Environmental Site Assessment, prepared by AME Materials Engineering, dated May 2021;
- A Phase 1 and 2 Environmental Site Assessment Reliance Letter, prepared by AME Materials Engineering, dated April 2021;
- A Traffic Impact Study, prepared by Crozier and Associates Limited, dated October 2021;
- A Traffic Comment Response Memo, prepared by Crozier and Associates Limited, dated April 2023 and February 2024;
- An Environmental Noise Assessment, prepared by YCA Engineering Ltd., dated September 2021 (Revised February 2024);
- A Stage 2 Archaeological Assessment, prepared by Archeoworks Inc., dated March 2011;
- Entry into the Ontario Public Register of Archaeological Reports Letter, prepared by the Ministry of Tourism, Culture and Sport, dated June 2012;
- A Sub-Area Study – Sub Area 3A, prepared by Candevcon, dated November 2020 (Revised September 2021);
- A Cultural Heritage Impact Assessment, prepared by Golder Associates Limited, dated June 2021; and,
- A Cultural Heritage Impact Assessment Response Memo, prepared by Golder Associates Limited, dated December 2022.

The above documents were distributed to relevant internal departments and external agencies for review and comment.

#### **4. Discussion:**

##### **4.1. Envision Durham**

The subject lands are designated “Community Areas” and “Major Open Space Areas” on Map 1 of the Envision Durham Official Plan. The subject lands are situated within a designated greenfield area.

Envision Durham states that “Community Areas” shall develop as complete communities, providing a range of housing, transportation and lifestyle choices, and creating opportunities for residents to live, shop, work and access services and amenities within their community.

“Major Open Space Areas” are a component of the Greenlands System that generally follow major stream and valleys and contain high concentrations of key natural heritage features and key hydrologic features. The predominant use of land within Major Open Space Areas is environmental protection and conservation.

##### **4.2. Whitby Official Plan**

The subject lands are designated Low Density Residential, Medium Density Residential, Natural Heritage System and Natural Hazards on Schedule ‘J’ Brooklin Community Secondary Plan of the Whitby Official Plan. The subject lands also contain a Local Park Symbol, an Elementary School Symbol, and a Secondary School Symbol on Schedule ‘J’ Brooklin Community Secondary Plan of the Whitby Official Plan (refer to Attachment #4).

The Official Plan states that lands designated Low Density Residential shall include single detached, semi-detached, and duplex dwellings. The maximum building height shall not exceed 3 storeys, with a density range of 25 – 35 units per net hectare.

The Official Plan states that lands designated Medium Density Residential shall provide for residential development at increased densities along arterial and collector roads to support future transit and active transportation, and to function as a transition in density and intensity of uses between Low Density Residential Areas and higher density mixed-use and commercial areas.

Medium Density Residential areas shall include street and block townhouses, apartments and other forms of multiple residential dwellings. The maximum building height shall not exceed 4 storeys, with a density range of 30 – 65 units per net hectare.

The Natural Heritage System designation is comprised of an interconnected system of key natural heritage and hydrologic features. The extent and exact location of Natural Heritage Systems and their components shall be determined

through appropriate environmental studies subject to the satisfaction of the Town and the Conservation Authority.

Natural Hazards are lands exhibiting poor drainage, unstable or organic soils, flood susceptibility and erosion hazards.

Schedule 'J' displays the general location of a Local Park within the subject land. The Local Park must be implemented within the draft plan, in accordance with the prescribed policies of the Official Plan.

#### **4.3. Zoning By-law**

The subject land is zoned Agricultural (A) Zone within Zoning By-law No. 1784 (refer to Attachment #5). The Agricultural (A) Zone does not permit the proposed uses.

Therefore, a Zoning By-law Amendment is required to permit the proposed development. The Brooklin Secondary Plan Expansion Area Zoning By-law was approved by Council in 2023. The final 40M plan should implement the approved zone categories.

#### **4.4. Control Architect**

A Control Architect will be required to oversee the design of the subdivision's built form, in accordance with the Urban Design policies of the Official Plan and the Brooklin Architectural Control Guidelines. It is recommended that Williams and Stewart be appointed as the Control Architect for the proposed Draft Plan of Subdivision.

#### **4.5. Fire Break Lots**

The proponent must submit a Firebreak Lot Plan for review and approval by the Town of Whitby Fire and Emergency Services Department. The Plan must be provided prior to any construction activity taking place on the site.

#### **4.6. Composite Transportation Component Plan**

The Engineering Services Division has provided a Composite Transportation Plan to identify the anticipated locations of traffic infrastructure, including sidewalks, multi-use paths and road right-of-way dimensions (refer to Attachment #6). These elements will be further refined and implemented through the future detailed engineering design process.

### **5. Financial Considerations:**

With each new subdivision development approved by the Municipality, the Town of Whitby assumes assets requiring regular operational maintenance and

eventually capital replacement. The following assets will be generated as a result of the subdivision and included in the Town's Asset Management Plan. The Capital replacement and annual operating costs would be included in future budgets. Further details regarding infrastructure costs would also be identified in the Financial Services Asset Management annual report.

Asset	Quantity
Roads	14.7 lane-km
Sidewalks/Multi-Use Paths	13.7 km
Storm Sewers	7.1 km
Ponds	4.7 ha
Natural Heritage System	26.9 ha
Local Parks	1.4 ha
Parkette	0.4 ha

## 6. Communication and Public Engagement:

A Public Meeting was held on March 21, 2022 in accordance with the Town of Whitby Official Plan and the Planning Act. This Public Meeting provided the public, interested parties, and agencies the opportunity to make representation in respect to the Draft Plan of Subdivision Application and the Zoning By-law Amendment Application. The meeting minutes are included in Attachment #7. There were members of the public who spoke at the Public Meeting. The concerns and questions raised at the Public Meeting included the following:

- If Brawley Road would be reconstructed and extended;
- If utilities such as gas, water, storm sewers and sanitary sewers would be installed on Brawley Road East;
- If street lights will be installed on Brawley Road East;
- The potential impacts of flooding on the proposed installation of utilities and underground infrastructure along Brawley Road East;
- The proposed construction timeline of the proposed utility services;
- The potential impacts of the proposed roundabout on the subject property located near Thickson Road and Brawley Road East;
- The potential impacts of dust and debris on adjacent properties.

During the Public Meeting, the proponent's consultant responded directly to concerns and questions raised by members of the public, noting the following:

- Brawley Road East will not be reconstructed or extended as part of the Draft Plan of Subdivision Application;
- The proposed utilities (gas, water, sanitary sewer lines) will not be extended to or beyond Brawley Road East. The proposed utilities will only be extended up to and into the proposed Subdivision;
- There are no proposed street lights on Brawley Road East, street lights are only proposed along internal streets within the Subdivision;
- There are no storm sewer lines or sanitary sewer lines being proposed on Brawley Road East;
- The northern limit of the urban area is Brawley Road, and the Region of Durham does not permit the extension of municipal services outside of the urban area;
- There is no confirmed construction timeline;
- Thickson Road is a regional road, access onto Thickson Road would be determined by the Region; and
- There will be a sediment and erosion management plan to ensure that control measures are in place during the construction phase to mitigate impacts of dust and debris.

All individuals who registered as an interested party at the statutory public meeting and any individuals who provided written correspondence to the Town have been provided notice of the May 5, 2025 Committee of the Whole Meeting.

The submissions made by the public have been considered in determining the recommendation for approval of the proposed Draft Plan of Subdivision and Zoning By-law Amendment Application.

## **7. Input from Departments/Sources:**

The following agencies have reviewed the applications and have no objection:

- Bell Canada;
- Hydro One;
- Enbridge Gas Inc.;
- Elexicon Energy;
- Rogers Communications;
- Durham Catholic District School Board;
- French Public District School Board;
- City of Oshawa; and,
- Oshawa Executive Airport.



Refer to Attachment #8 for Agency and Stakeholder Detailed Comments.

## **7.1. Internal Departments**

### **Engineering Services**

Comments provided by Engineering Services support approval of the applications, subject to a number of Draft Plan Conditions and technical comments that can be addressed through the Engineering Submission and Subdivision Agreement process.

As part of their comment letter, Engineering Services have attached a Composite Transportation Component Plan (CTCP) highlighting the anticipated locations of sidewalks, multi-use trails, multi-use paths and dedicated biking facilities for reference. Engineering Services expects that the components of this plan will be further refined through the future detailed engineering design processes.

Refer to Attachment #8 for additional detailed comments and Attachment #9 for Conditions of Draft Plan Approval.

### **Whitby Fire and Emergency Services**

The comments provided by Whitby Fire and Emergency Services staff outline that a firebreak layout and the location of fire hydrants shall be submitted for review and approval. Furthermore, if Street A is to be completed in multiple stages, a plan must be provided for review and approval prior to first occupancy to ensure sufficient emergency access. In addition, Whitby Fire and Emergency Services has also outlined that Street K shall have a secondary emergency access from Thickson Road and that fire hydrants shall be provided at the intersection of each rear access townhouse laneway.

Refer to Attachment #8 for detailed comments and Attachment #9 for Conditions of Draft Plan Approval.

### **Whitby Landscaping**

The comments provided by Whitby Landscaping staff outline that there is no objection to the applications, subject to addressing comments at the detailed design stage.

Refer to Attachment #8 for detailed comments and Attachment #9 for Conditions of Draft Plan Approval.

### **Whitby Strategic Initiatives**

Sustainability staff acknowledge and appreciate the sustainability considerations outlined in the Whitby Green Standards (WGS) Checklist that highlights the Applicant's intent to voluntarily achieve Tier 3 requirements.

Refer to Attachment #8 for detailed comments.

### **Financial Services**

Comments provided by Financial Services staff outline the Town's standard requirements for the payment of development charges,

Refer to Attachment #8 for detailed comments.

### **Community Services – Parks Planning and Development Division**

Parks staff have provided supportive comments on the applications, subject to Conditions of Draft Plan Approval.

Refer to Attachment #8 for detailed comments and Attachment #9 for Conditions of Draft Plan Approval.

## **7.2. External Agencies**

### **Central Lake Ontario Conservation Authority**

The comments provided by the Central Lake Ontario Conservation Authority (CLOCA) state that there is no objection to the applications, subject to the Conditions of Draft Plan Approval.

Refer to Attachment #8 for detailed comments and Attachment #9 for Conditions of Draft Plan Approval.

### **Region of Durham**

The comments provided by the Region of Durham state that there is no objection to the applications, subject to the Conditions of Draft Plan Approval.

Refer to Attachment #8 for detailed comments and Attachment #9 for Conditions of Draft Plan Approval.

### **Durham District School Board**

The comments provided by the Durham District School Board state that there is no objection to the applications, subject to the Conditions of Draft Plan Approval.

Refer to Attachment #8 for detailed comments and Attachment #9 for Conditions of Draft Plan Approval.

### **Ministry of Transportation**

The comments provided by the Ministry of Transportation state that there is no objection to the applications, subject to the Conditions of Draft Plan Approval.

Refer to Attachment #8 for detailed comments and Attachment #9 for Conditions of Draft Plan Approval.

## 8. Strategic Priorities:

The development review process has provided an opportunity for public and agency input. The development of a residential subdivision contributes to meeting the priorities of the Community Strategic Plan, specifically:

Action Item 1.3.4 under Pillar 1: Whitby's Neighbourhoods by providing a variety of housing options;

Action Item 2.1.5 under Pillar 2: Whitby's Natural & Built Environment by meeting the Tier 3 requirements of the Whitby Green Standard; and,

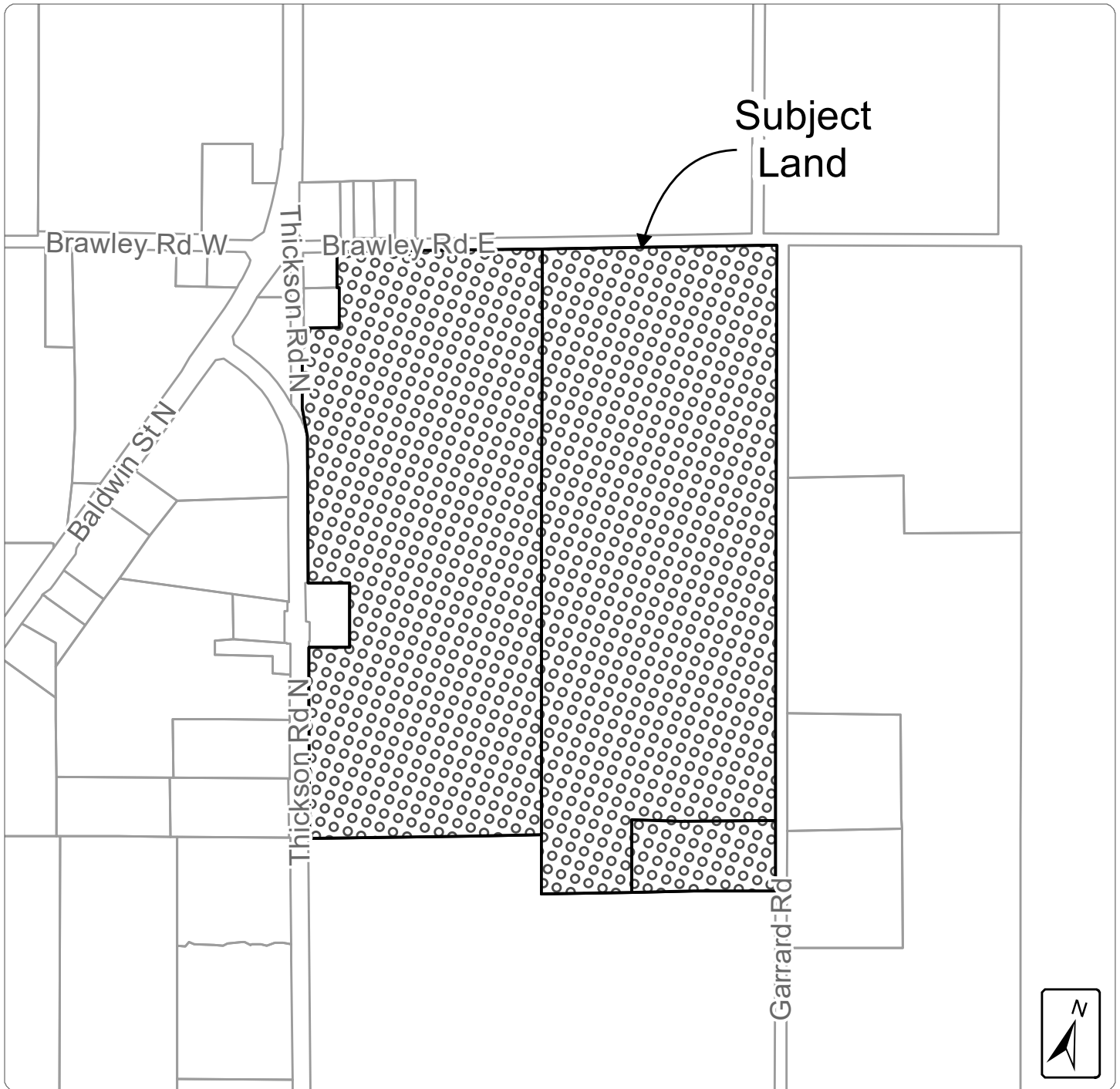
Action Item 2.2.2 under Pillar 2: Whitby's Natural & Built Environment implementing active transportation facilities including sidewalks, trails and multi-use paths.

## 9. Attachments:

- Attachment #1 Location Sketch
- Attachment #2 Aerial Context Map
- Attachment #3 Applicant's proposed Draft Plan of Subdivision
- Attachment #4 Excerpt from Town of Whitby Secondary Plan Schedule 'J'
- Attachment #5 Excerpt from Zoning By-law 1784
- Attachment #6 Preliminary Composite Transportation Component Plan
- Attachment #7 Public Meeting Minutes
- Attachment #8 Agency and Stakeholder Detailed Comments
- Attachment #9 Conditions of Draft Plan of Subdivision Approval

# Attachment #1 Location Sketch

PDP 22-25



## Town of Whitby Planning and Development Department

Proponent:  
**Mattamy (Thickson) Limited**

File Number:  
DEV-02-22  
(SW-2022-01, Z-02-22)

Date:  
**May 2025**

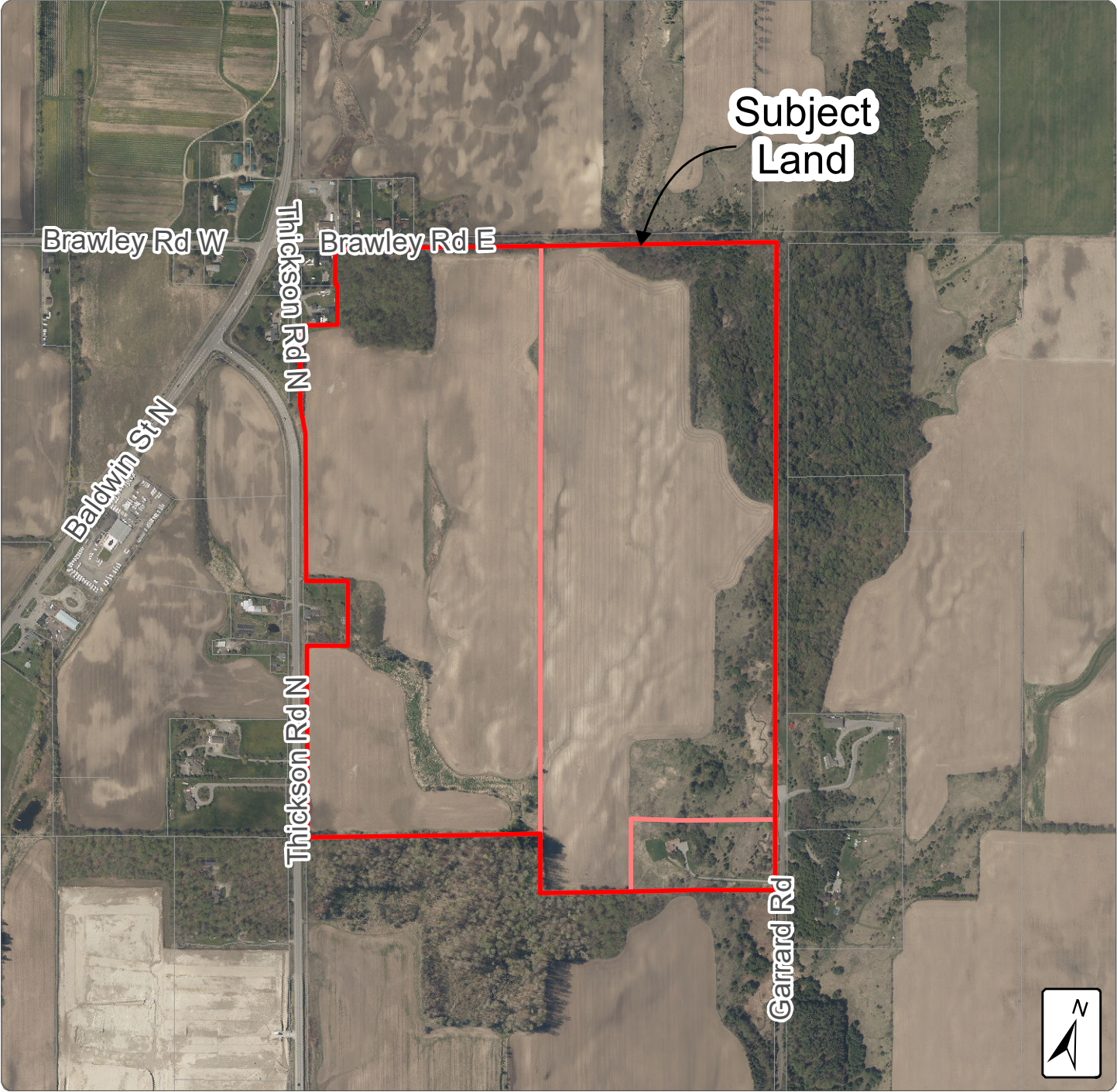
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Attachment #2  
Aerial Context Map

PDP 22-25



Town of Whitby Planning and Development Department

Proponent:  
Mattamy (Thickson) Limited

File Number:  
DEV-02-22  
(SW-2022-01, Z-02-22)

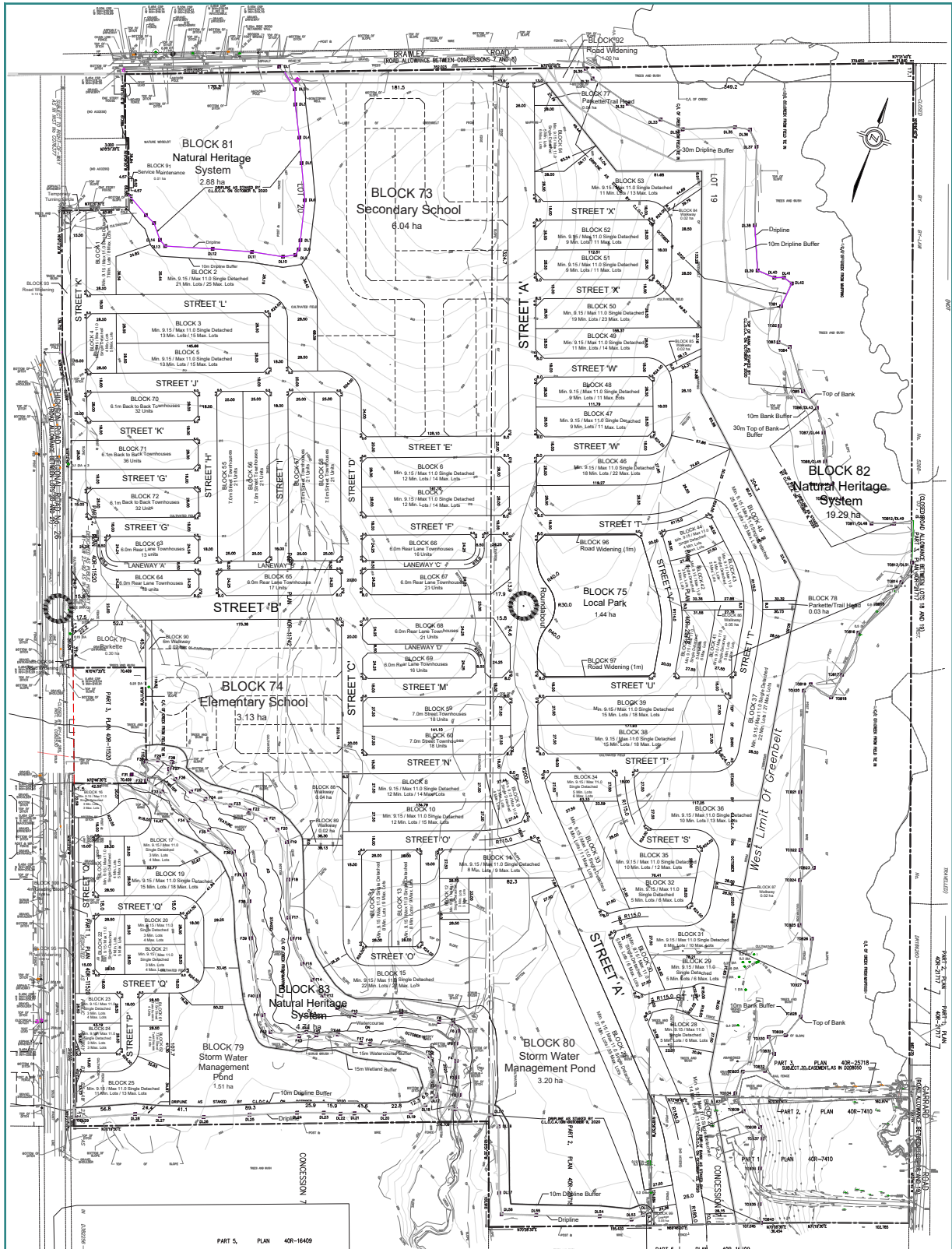
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## Applicant's Proposed Draft Plan of Subdivision

DRAFT PLAN OF SUBDIVISION  
XXI-XXXXXX

Part of Lots 19, and 20 Concession 7, and  
Part of the Road Allowance between  
Lots 20 and 21 Concession 7,  
(Geographic Township of Whitchurch)  
Now in the  
Town of Whitchurch  
Regional Municipality of Durham

Scale: 1:1500

0 25 50 75 100m

Prepared For:

Murray (Thickens) Limited

MSP Plan 17-2657



## KEY PLAN



## SCHEDULE OF LAND USE

Block	Area (ha)	Land Use	Notes
Block 81	2.85	Natural Heritage System	
Block 73	6.04	Secondary School	
Block 82	19.29	Natural Heritage System	
Block 74	3.13	Elementary School	
Block 83	4.34	Natural Heritage System	
Block 79	1.51	Storm Water Management Pond	
Block 80	3.20	Storm Water Management Pond	
Block 75	1.44	Local Park	
Block 6	0.03	Local Park	
Block 3	0.03	Local Park	
Block 2	0.03	Local Park	
Block 1	0.03	Local Park	
Block 0	0.03	Local Park	
Block -1	0.03	Local Park	
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Block -96	0.03	Local Park	
Block -97	0.03	Local Park	
Block -98	0.03	Local Park	
Block -99	0.03	Local Park	
Block -100	0.03	Local Park	

## OWNER'S AUTHORIZATION

We, Murray (Thickens) Limited, hereby authorize Murray (Thickens) Limited to prepare and submit this Draft Plan of Subdivision to the Town of Whitchurch.

Murray (Thickens) Limited  
Date: December 14, 2021

## SURVEYOR'S CERTIFICATE

I hereby certify that the boundaries of the lands as shown on this Plan and their relationship to the adjacent lands are accurately and correctly shown.

G.C. Laframboise  
Date: December 14, 2021

## ADDITIONAL INFORMATION

AS REQUIRED UNDER SECTION 51(17) OF THE PLANNING ACT

CHAPTER 13 (R.S.O. 1990)

(a) (i) - As shown on the Draft Plan.

(ii) - As shown on the Draft and Key Plan.

(iii) - Land to be used in accordance with the Schedule of Land Use.

(iv) - Soil to be used, display with, sandy soil, silty clay, silty sand and gravel.

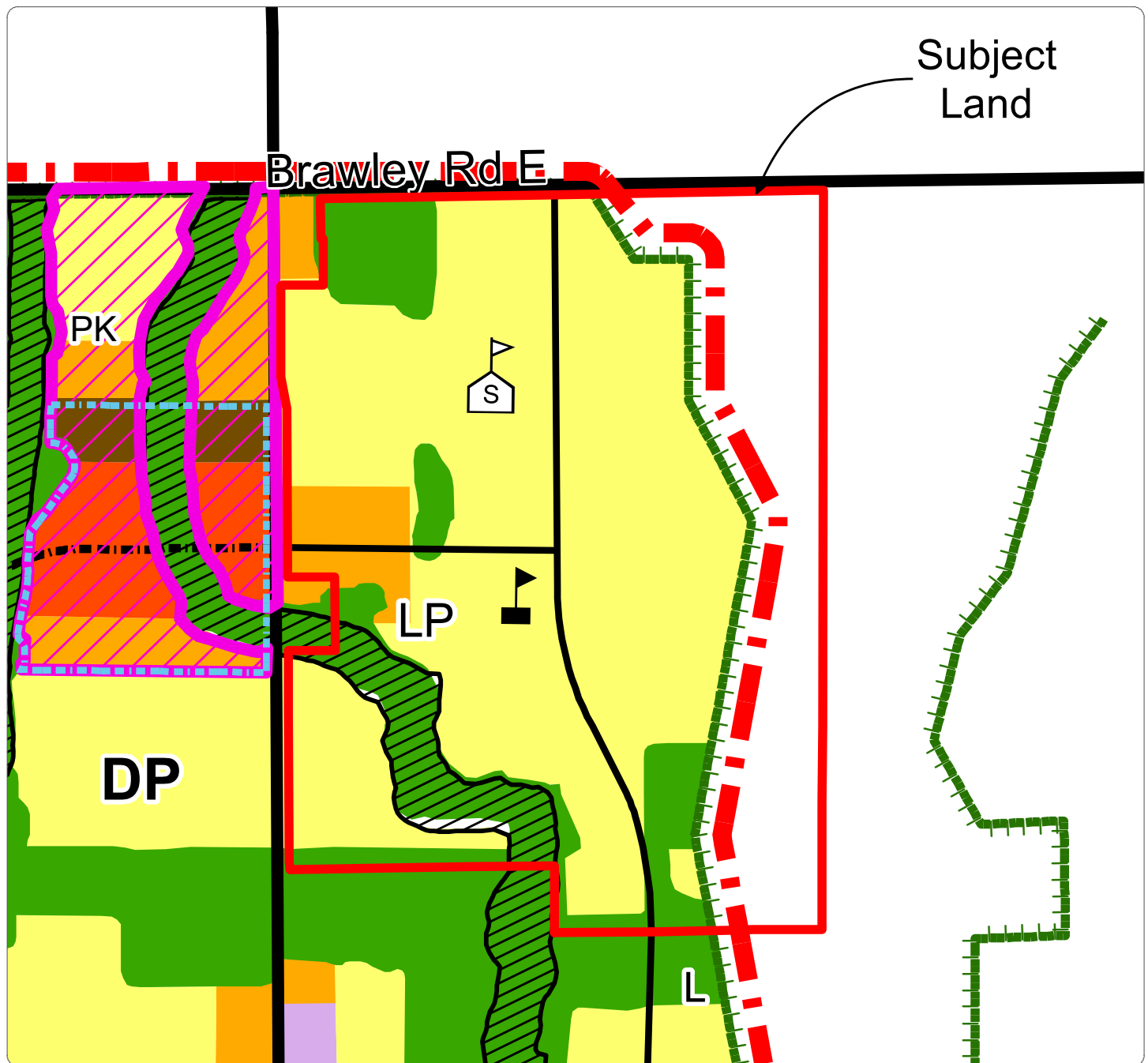
(v) - Full municipal services to be provided.

NOTE: Contours relate to Canadian Geomatics Datum.

Contour interval is 1m with 25m interpolated.

# Attachment #4

## Excerpt from Town of Whitby Secondary Plan Schedule 'J' – Brooklin Secondary Plan



### LEGEND

Low Density Residential	Business Park	Lands subject to Durham Regional Official Plan Policy 14.13.7 - D2	Full Interchange
Medium Density Residential	General Industrial	Natural Hazards	Potential Interchange (Subject to Further Study)
High Density Residential	Major Open Space	Utility	Grade Separation
Local Commercial	DP District Park	Health Precinct Special Policy Area (HP)	Potential Grade Separation
Special Purpose Commercial	LP Local Park	Community Central Area	Future Transitway Station
Heritage Commercial	PK Parkette	Major Central Area	Controlled Access Highway (Freeway)
Major Commercial	TP Town Park	Heritage Conservation District Boundary	Type A Arterial
Major Commercial -1	Institutional	Secondary Plan Boundary	Type B Arterial
Mixed-Use 1 - Community Central Area	Secondary Schools	Special Policy Area - Refer to Section 11.5.31.6	Type C Arterial
Mixed-Use 2 - HCD	Elementary Schools		Collector Road
Mixed-Use 3	Natural Heritage System		Greenbelt Plan Boundary
Prestige Industrial	L Linkage in NHS		
	D1 Deferred by the Region of Durham		

Excerpt from: **Schedule J**  
**Brooklin Community Secondary Plan**

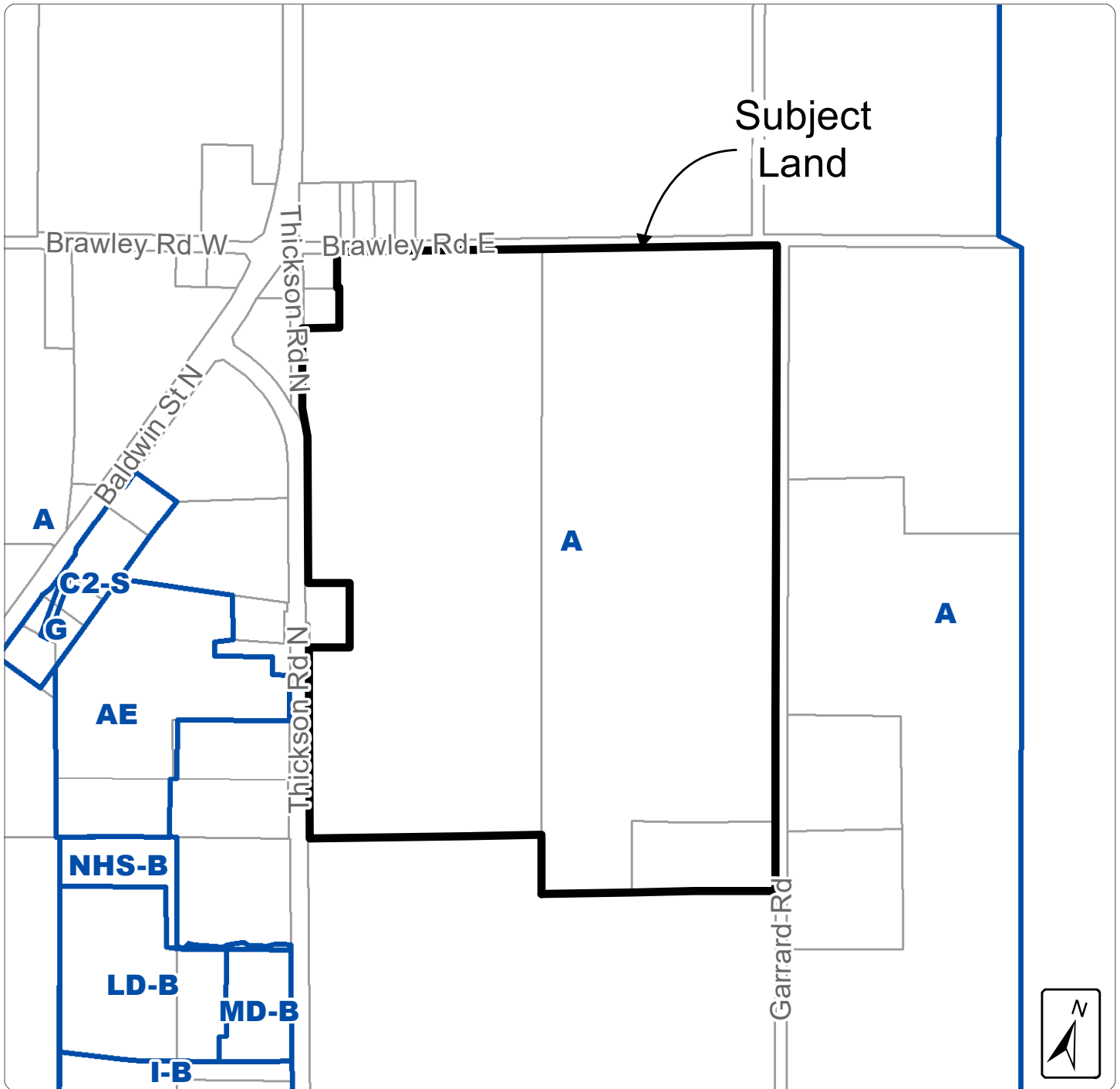
Town of Whitby



0 55 110 220 Metres

# Attachment #5 Excerpt from Zoning By-Law 1784

PDP 22-25



## Town of Whitby Planning and Development Department

Proponent:  
**Mattamy (Thickson) Limited**

File Number:  
**DEV-02-22**  
**(SW-2022-01, Z-02-22)**

Date:  
**May 2025**

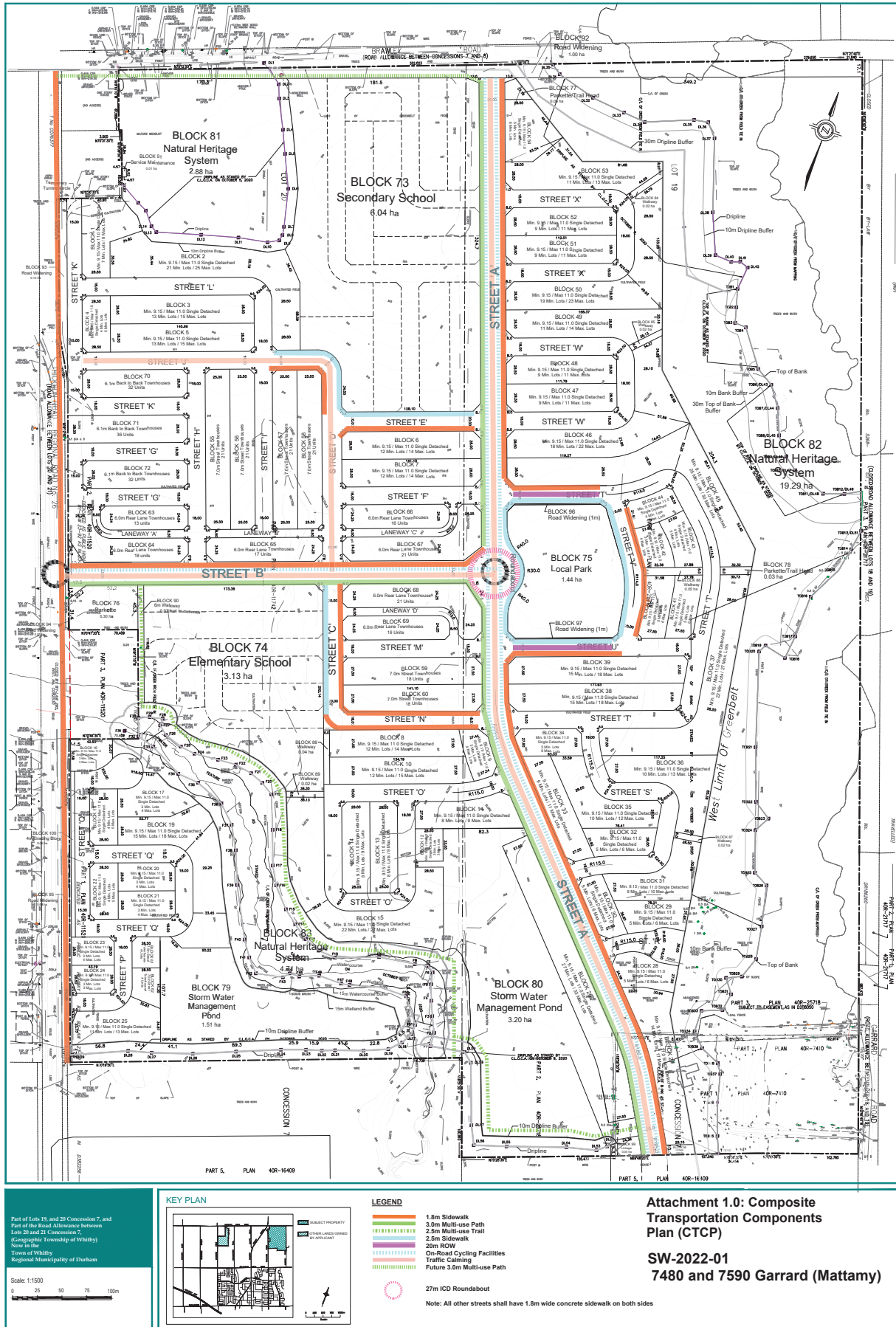
External Data Sources:  
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## Preliminary Composite Transportation Component Plan



## Attachment #7

### Public Meeting Minutes

#### DEV-02-22 (SW-2022-01 and Z-02-22)

#### **March 21, 2022 Public Meeting**

Planning and Development (Planning Services) Department Report, PDP 14-22

Re: Draft Plan of Subdivision and Zoning By-law Amendment Applications, Mattamy (Thickson) Limited, 7480 and 7590 Garrard Road, File Numbers: DEV-02-22 (SW-2022-01, Z-02-22)

Kaitlin Friesen, Planner I provided a PowerPoint presentation which included an overview of the applications.

Matthew Cory, representing Brooklin (Thickson) Limited, provided a PowerPoint presentation which included a detailed overview of the applications.

The Chair indicated that comments would now be received from members of the public who registered to speak.

Ken and Jeannie Lynde, 30 Brawley Road East, inquired about whether the dead end of Brawley Road would be reconstructed and extended into the proposed subdivision. Mr. Lynde asked about whether utilities such as gas, water, storm sewers and sanitary sewer lines would be installed on Brawley Road East. He advised that there was a problem with flooding on Brawley Road East, noting that the underground infrastructure would limit space for water drainage/evaporation. He inquired about the timeline for the construction of underground infrastructure. Mr. Lynde stated that he had just installed a new septic bed system and inquired whether sanitary sewer services would be installed on Brawley Road East and whether he would have to connect to the sanitary sewer line.

Mr. Cory and Staff answered questions regarding:

- whether Brawley Road East would be extended in order to complete the Draft Plan of Subdivision;
- whether Mr. Lynde would be able to remain on the septic bed system should sanitary sewers be installed on Brawley Road East;
- whether underground infrastructure would service existing properties on Brawley Road East;
- whether gas, water and sanitary sewers would be installed to service properties on Brawley Road East in connection with the proposed development;
- the timeline for the commencement of and completion of construction of the development;
- the timing for future infrastructure upgrades and installation of streetlights on Brawley Road East; and,

- consultation between residents, the proponent, and Staff to address concerns raised by residents.

Lawrence Thiffault, 25 Brawley Road East, advised that his property was located on the southeast corner of Thickson Road and Brawley Road East. He advised that he has two entrances into his property and that he wanted to construct a garage on the west side of his property. He inquired about whether he would still have an entrance at the west side of his property once Thickson Road was extended and the roundabout at the corner of his property was constructed. Mr. Thiffault asked about the starting location and flow/direction in which construction of the proposed development would take place. He further inquired about the timeline for commencement of and completion of the project. Mr. Thiffault raised concerns about the impact of the dust and debris created by construction on his pool, and the type and timing for construction of the fence along his property.

Mr. Cory and Staff answered questions regarding:

- consultation between Town Staff and Mr. Thiffault regarding his plans to construct a garage on the west side of his property;
- the starting location and flow/direction of development for the proposed project;
- the timeline for the commencement of construction and completion of the proposed development; and,
- the type of fencing/shielding that would be constructed along Mr. Thiffault's property at the western edge of the woodlot.

There were no further submissions from the public.

K. Narraway, Manager of Legislative Services/Deputy Clerk, indicated how members of the public could submit comments and be placed on the Interested Party List regarding this matter.

## Attachment #8

### Agency and Stakeholder Detailed Comments

#### DEV-02-22 (SW-2022-01 and Z-02-22)

### Internal Departments

#### Whitby Engineering Services

The Draft Plan of Subdivision proposes to develop a subdivision including low density residential blocks with 860 to 965 residential unit consisting of 510 to 615 single detached units, 100 back-to-back townhouse units, 128 street townhouse units, and 122 rear access townhouse units. An elementary school, secondary school, local park, parkette, trail head, stormwater management pond blocks, natural heritage systems blocks, vista blocks, road widenings, public roads, and laneways.

The subject lands are currently zoned Agricultural. The purpose of the Zoning By-Law Amendment application is to change the zoning to appropriate categories to implement the Draft Plan of Subdivision.

The Engineering Services, Development Engineering Section, has conducted a preliminary review of the circulated materials outlined below for the Draft Plan of Subdivision and Zoning applications:

- Revised Draft Plan of Subdivision, Malone Given Parsons (MGP) revised May 10, 2024.

We have reviewed the drawings and reports, and they are generally acceptable for a preliminary review. There are revisions, however, that will be required through the detailed design process in order for the proposed subdivision to conform to the Town's Design Criteria and Engineering Standards.

#### A. Conditional Comments

Engineering Services supports a favourable decision to the applications based on the following comments and conditions.

To address the Town's Community Strategic Plan 2023 to 2026 and assist in providing a complete picture of the proposed subdivision's mobility provisions, Engineering Services has attached a Composite Transportation Component Plan (CTCP) as Attachment 1.0 highlighting the anticipated locations of sidewalks, multi-use trails, multi-use paths and dedicated biking facilities for reference. Engineering Services expects that the components of this plan will be further refined and implemented through the future detailed engineering design processes following draft approval.

Engineering Services requires the following Financial Considerations to be identified within Section 7 of the Council Report:

With each new subdivision development approved by the Municipality, the Town of Whitby assumes assets requiring regular operational maintenance and eventually

capital replacement. The following assets will be generated as a result of the subdivision and included in the Town's Asset Management Plan. The Capital replacement and annual operating costs would be included in future budgets. Further details regarding infrastructure costs would also be identified in the Engineering Services Asset Management annual report.

<b>Asset</b>	<b>Quantity</b>
Roads	14.7 lane-km
Sidewalks/Multi-use paths	13.7 km
Storm Sewers	7.1 km
Ponds	4.7 ha
Natural Heritage System	26.9 ha
Local Parks	1.4 ha
Parkette	0.4 ha

1. Engineering Services requires the following Conditions of Draft Approval:
  - 1.1. The Subdivider shall convey the following to the Town:
    - a. Block 75 for Local Park;
    - b. Blocks 76, 77 and 78 for Parkettes/Trail Heads;
    - c. Blocks 79 and 80 for Stormwater Management Facilities (SWMF);
    - d. Blocks 81 to 83 for Natural Heritage Systems;
    - e. Blocks 84 to 90 for Walkways;
    - f. Block 92 to 95 for Road Widening; and,
    - g. Block 96 to 100 for Municipal Use/Grading.
  - 1.2. The Subdivider shall implement all changes to the plan for registration resulting from recommendations and findings of the Brooklin North Major Roads Environmental Assessment (BNMREA) and Active Transportation Plan including but not limited to the final right-of-way widths, alignments, and horizontal and vertical designs of Street 'A;'
  - 1.3. The Subdivider shall be responsible for sidewalk and/or multi-use path installation in the following locations:
    - a. 3.0m wide multi-use path on the west side and 1.8m wide concrete sidewalk on the east side of Street 'A' except along Block 75 Local Park where a 2.5m wide concrete sidewalk is required;
    - b. 3.0m wide multi-use path on the south side and a 1.8m wide concrete sidewalk on the north side of Street 'B';

- c. 2.5m wide concrete sidewalk on the west side and 1.8m wide concrete sidewalk on the east side of Street 'C';
- d. 2.5m wide concrete sidewalk on the east and north sides of Streets 'D'/'J' along the school block frontage and 1.8m wide concrete sidewalk on the other side;
- e. 2.5m wide concrete sidewalk on the north side and 1.8m wide concrete sidewalk on the south side of Street 'E';
- f. 2.5m wide concrete sidewalk on the south side along the local park frontage and 1.8m wide concrete sidewalk on the north side of Street 'T';
- g. 2.5m wide concrete sidewalk on the north side along the local park frontage and 1.8m wide concrete sidewalk on the south side of Street 'U';
- h. 2.5m wide concrete sidewalk on the west side and 1.8m wide concrete sidewalk on the east side of Street 'V'; and;
- i. 1.8m wide concrete sidewalk on both sides of all other streets including cul-de-sacs.

Further review and consideration of sidewalk placement is required and will be addressed through detail design/engineering.

- 1.4. The Subdivider shall be financially responsible for the reconstruction and urbanization of the south side of existing Brawley Road along the development frontages to a Type 'A' Arterial Town standard or as required to service the needs of the proposed development, from Thickson Road to Street 'A' to the satisfaction of the Engineering Services.

Grading match along the ROW limit to be based on the ultimate cross-section and boulevard grading. If required to address construction staging and timing, interim grading and drainage conditions that match existing, along the external road frontages, can be considered.

- 1.5. The Subdivider shall be responsible for intersection controls at Street 'B'/Thickson Road and Street 'P'/Thickson Road to the satisfaction of the Town of Whitby and the Region of Durham. If required, the Subdivider shall be responsible for implementing any plan changes associated with the final acceptable intersection control designs.
- 1.6. The Subdivider shall ensure that Street 'P' at Thickson is aligned with any future street on the west side (i.e., 7510 and 7570 Thickson).
- 1.7. The Subdivider shall be responsible for maintaining the existing Town roads in an acceptable condition throughout the duration of construction and/or until such time as the Town roads are reconstructed. The Subdivider may be required to provide the Town with securities to ensure roads are maintained to the Town's satisfaction. This is to be reviewed further when information regarding the timing of construction of both the subdivision development and the reconstruction of the Town owned road(s) is known.

- 1.8. The Subdivider shall address the comments provided in a separate memo from Transportation Services dated April 15, 2024 (Attachment 2.0) prior to detailed design.

As part of the revised TIS, it shall be demonstrated that all road allowance widths, centreline radii, streetline radii, curb lines (at bends, cul-de-sacs and intersections with angles less than 90 degrees), tangents, intersection angles/skew, visibility triangles and driveway locations (at bends and intersections) are in conformance to street classifications, Transportation Association of Canada (TAC) guidelines and Town of Whitby Design Criteria and Engineering Standards.

Sightline analysis must also be provided at all skewed intersections.

The Subdivider shall be responsible for implementing any design elements and/or changes to the plan for registration required to address any sightline and/or alignment concerns.

- 1.9. The Subdivider shall provide a permanent emergency access for Street 'Q' as per the Town's criteria to the satisfaction of Fire Services.
- 1.10. The Subdivider shall provide a Traffic Management Implementation Plan and shall be responsible for providing both temporary and permanent signage and pavement markings for the development.
- 1.11. The Subdivider shall provide a composite Traffic Calming Plan for all roads in the plan that includes, but is not limited to, area specific speed limits, speed humps, and raised intersections, for review and acceptance by the Director of Engineering Services.
- 1.12. The Subdivider shall provide a Construction Management Report and Plan(s) to the Town's satisfaction that includes, but is not limited to, a neighborhood communication strategy, construction traffic route, schedule and mud and dust control best management practices.
- 1.13. The Subdivider shall provide a revised Environmental Constraints Plan (ECP) showing development limits along Natural Heritage System (NHS) areas. The development limits shall be based on environmental features/constraints, including a floodline and shall be established using all applicable environmental buffers/setbacks. The ECP shall include a Town's 6.0m wide access corridor which must be located outside of all environmental features, including the 100-year floodline. The corridor shall not contain any new plantings and shall be accessible for Towns' service vehicles.  
  
Any change to the lot lines adjacent to the NHS (i.e., development limit) must be reflected in the Draft Plan (DP) prior to final approval.
- 1.14. The Subdivider shall provide a Water Well Interference Report, separately or as a part of a Hydrogeological Report, to the satisfaction of the Director of Engineering Services. The Report shall review the potential impacts of development activities on existing water wells, within the zone of influence, as determined by the Qualified Person, with a minimum distance of 250m from

development limits. The Water Well Interference Report shall include, but is not limited to, a pre-construction survey of the existing water wells, a potential impact analysis through the construction phase and recommendations/remediation plans to address any concerns that may arise as a result of construction stage works.

- 1.15. Northern lots on Block 1 affected by the temporary cul-de-sac shall be placed on hold until such time as the adjacent development land to the north is developed.
- 1.16. The Subdivider agrees that if at the time of detailed design, should the final roundabout designs identify need for additional property requirements, the Subdivider shall adjust property lines accordingly. Roundabout design shall be based on minimum diameter and minimum boulevard width as outlined by the Town.
- 1.17. Due to the nature and design of the proposed neighbourhood roundabouts, driveway access may be restricted for some of the lots and units within the limits of the splitter islands. Purchase and sale agreements for the affected lots and units shall contain a warning clause to this effect to be registered on title.
- 1.18. The infiltration chambers proposed within Park Block 75 are to be designed to meet all relevant Town, CLOC and MOECP criteria. Any change to the design that may affect the layout of the chamber system is subject to Community Services acceptance with respect to the overall park design and fitment.
- 1.19. Block 26 shall be placed on hold until such time as the Town is in receipt of a satisfactory park design for Block 75 and the infiltration chamber design has been sized to suit. Should modifications to SWM block 80 be required to properly treat additional storm flows from the site based on the final infiltration chamber design, a portion, or all of, the lands from Block 26 shall be conveyed by the Subdivider to the Town (SWM Block 80) to suit the final required SWM facility design.
- 1.20. SWM Blocks 79 and 80 shall be sized to accommodate all Town of Whitby, Central Lake Ontario Conservation Authority (CLOCA) and Ministry of the Environment, Conservation, and Parks (MECP) design elements/features, including but not limited to, emergency spillway, sediment drying area, maintenance roads, access and turn around provision, forebay length, length to width ratios, maximum side slopes and cooling trenches and / or wetland pockets at the outfall.

Pond sizing shall also include drainage areas for the ultimate improvements and urbanization of external roads that are tributary to the site.

At the time of detailed engineering design, should review of the SWM Facility show that the block has been undersized, the Subdivider shall revise the plan to increase the block size accordingly.

- 1.21. The Subdivider shall implement all recommended noise control measures identified in the Environmental Noise Assessment report and revise the plan



as required to accommodate recommended noise control measures prior to registration.

- 1.22. All non-regulatory fencing and acoustic barriers shall be installed wholly on private property and all operation and maintenance of said fencing shall be the responsibility of the private property owners.
- 1.23. The Subdivider shall construct all required black vinyl chain link fences to delineate Town blocks and open spaces from private property shall be designed and constructed in accordance with the relevant engineering standards. Fencing for school blocks to be as per the appropriate school board requirements.
- 1.24. The Subdivider shall ensure all private properties are protected from flooding limits at low points and points of major system flow convergence along the municipal road system. If required, the plan for registration shall be revised accordingly to provide said flood protection.
- 1.25. The Subdivider shall be responsible for providing service connections and a suitable storm drainage outlet for flows associated with Park Block 75 if required and to the satisfaction of Engineering Services and the Community Services Department.
- 1.26. The Subdivider shall provide preliminary driveway layouts for Blocks 64, 67 and 68 along the laneway +/- 90° bends to confirm adequate driveway spacing (refer to Standard 411). The plan for registration must be revised to accommodate any required changes.
- 1.27. All window streets shall be designed such that they provide for positive boulevard drainage to their respective roadways, while complying with minimum and maximum boulevard grade criteria. Any grade difference between window streets and adjacent roads shall be addressed through the use of maximum 3:1 sloping within a buffer block between the two (2) rights-of-way. Buffer blocks shall also be sized to accommodate any grading requirements to facilitate sidewalk connections to the adjacent street.
- 1.28. Construction phasing of the development shall be to the satisfaction of the Engineering Services and shall consider adjoining developments and provide for upstream and downstream road and servicing connectivity.
- 1.29. The Subdivider shall provide a detailed engineering submission in accordance with Sections A2.00 and A3.00 of the Town of Whitby's Engineering Design Criteria. The engineering drawings must be set up as per the Town's CAD layering standards and object data requirements set out in Appendix A of the Design Criteria. The engineering submission will not be provided final acceptance until it is confirmed that the drawing set-up conforms to this requirement.
- 1.30. The Subdivider shall confirm the details of all existing above and below grade infrastructure relevant to the proposed design. Existing details shall be confirmed in the field by a method determined by the Subdivider's consulting engineer in consultation with the Town. Acceptable methods include, but are

not limited to, topographical surveys, locates, measure downs, sub-surface utility engineering (SUE) investigation Quality Level A (QL-A), also referred to as daylighting, to determine horizontal and vertical location. The Subdivider further acknowledges that any as-built information provided by the Town is for informational purposes only.

- 1.31. All plan and profile drawings shall indicate the seasonal high water table elevation and the corresponding Minimum Basement Elevation, all to be confirmed by Hydrogeological Consultant and accepted by Central Lake Ontario Conservation Authority (CLOCA). The Subdivider shall protect all proposed private dwellings from the seasonal high-water table where applicable.
- 1.32. The Subdivider shall be responsible for all hydro poles, luminaries and hydro requirements for this proposed subdivision and shall enter into a separate agreement with Elexicon accordingly.
- 1.33. The Subdivider shall provide the Town with a full electrical design (i.e., primary, secondary and streetlight design) for this development. All aspects of the secondary electrical design and street light design will be peer reviewed by the Town. The Subdivider will be financially responsible for the peer review cost including a 15 percent administrative fee. The street lighting design shall comply with the latest version of the RP-8 Roadway Lighting Design standard and shall utilize LED technology.
- 1.34. Any concerns raised through future re-submissions of the Geotechnical and Hydrogeotechnical Reports for the site shall be addressed by the Subdivider to the satisfaction of Engineering Services. This includes, but is not limited to, long term slope stability, confirmation of design parameters and preliminary layout for LID measures (proposed infiltration trenches), proposed stormwater management pond elevations relative to groundwater levels and the need/thickness of the impervious membrane or synthetic clay lining, foundation construction requirements and recommended measures for Best Management Practices for municipal servicing construction. The plan must reflect changes required in this regard prior to registration.
- 1.35. The Subdivider shall provide an assessment of dead, dying, diseased and/or over mature trees along the edge of the natural areas for pruning or topping purposes to address safety and liability concerns. The report must include details for the protection, enhancement, and edge management of the retained vegetated areas. All hazards, debris, or garbage shall be removed prior to the registration of the plan.
- 1.36. The Subdivider shall implement a pre-construction survey/assessment, including a vibration monitoring program within the vibration zone of Influence (ZOI), on any adjacent buildings/structures/properties that may be affected by the construction activity, prior to commencing construction. The assessment shall be completed by a qualified person (QP) to the satisfaction of the Town and shall be provided to the Town prior to construction. Any waiving of this

requirement shall be at the sole discretion of the Director of Engineering Services of the Town of Whitby.

- 1.37. The Subdivider shall provide the Town with a deposit for any necessary peer review costs with the amount to be determined at time of first peer review. The Town will administer payments to any Peer Review Consultant(s) and provide milestone billings back to the Subdivider. The Town may request additional deposits for the Peer Review funds if required. At the time of issuance of full engineering approvals, any remaining deposit will be returned to the Developer. This condition will be superseded at such time as the Town has a Peer Review By-law in place.
- 1.38. The Subdivider shall be responsible to enter into a separate agreement(s) with benefitting parties, to which the Town is not a party, to address cost sharing for external services and/or the oversizing of services if required.
- 1.39. The Subdivider shall provide a copy of the approved individual lot grading plan (i.e., siting) to each lot purchaser prior to closing.
- 1.40. The Subdivider shall agree to implement the recommendations of all reports submitted in support of the application.
- 1.41. The Subdivider shall be responsible for satisfying any additional requirements identified by the Engineering Services not specifically listed above.

All other items related to the subdivision can be addressed through the subdivision agreement process subsequent to Draft Plan Approval.

## B. Informational Comments

2. The following items can be addressed through the Engineering Submission and Subdivision Agreement process:
  - 2.1. An initial deposit for the Engineering Review Fee in the amount of \$9,686.50 or 50% of the Engineering Review Fee based the estimated cost of works, whichever is greater, shall be paid to the Town prior initiating processing of the engineering drawings. Any balance owing of the final Engineering Review Fee shall be paid at the earlier of, third engineering submission or prior to final approval of the engineering drawings by the Town.
  - 2.2. It is noted that the runoff coefficients specified within the Town's Design Criteria and Engineering Standards are minimum values to be utilized for sizing of the storm sewer system. Sample calculations shall be provided for all housing types, not just single detached, to confirm that the use of these minimum values is appropriate for the subject development. If required, the values shall be increased to represent the actual development proposal.
  - 2.3. An optional residential lot layout is to be provided for the School Blocks in the event that the site(s) are not developed as school(s).  
  
The storm drainage plan shall show drainage boundaries for both development scenarios for the proposed School Block; one for development

as a school site, and one for possible residential development. The receiving storm sewers shall be sized for the most conservative development scenario.

- 2.4. Sufficient grade is present within the road network such that the 100-year capture point at the intersection of Street 'A' and Street 'B' is not necessary. Revise the design to remove the 100-year capture point.
- 2.5. Provide a detailed SWM Report at the design stage that considers the following:
  - a. Pond design, pond and related structures drawings, clay liner information, overland flow route calculations, emergency spillway details (i.e., 100-year uncontrolled flow), and storm sewer design sheets.
  - b. Dual drainage (minor/major system) storm model for the entire development using Personal Computer Stormwater Management Model (PCSWMM) as part of the detail design and confirmation of hydraulic grade line (HGL) elevations.

The SWM Report should also address the following Functional Servicing and Stormwater Management Report comments:

- c. More clarity is required for the drainage area contributing to the park infiltration gallery including:
  - i. Drawing 6.3 illustrates the Low Impact Development (LID) infiltration gallery collector pipe terminating well short of the extents of the frontages noted as contributing roof drainage to the facility. The detailed SWM Report will need to provide a more accurate figure and clearly identify areas contributing to the LID facility.
  - ii. Townhouse blocks are to have all roof water leaders (including rear leaders) directly connected to storm sewers as per Town Standard B3.13.1. Revise the infiltration gallery design to include the rear roof area of townhouse blocks. Please ensure the water balance calculations take these requirements into consideration.
  - iii. Provide supporting information on how the roof area for the secondary school was determined. To ensure the infiltration facility is appropriately sized, the water balance design is to consider a scenario in which the school block is not purchased by the school board and developed as residential lots.
- d. A digital copy of the Visual Otthymo and PCSWMM model are to be included in all future submissions.
- e. We note the following issues/concerns with the PCSWMM model to be addressed:
  - i. A base flow was included in maintenance hole MH\_1. Please provide the reasoning for the including of a base flow for the storm sewer system.

- ii. The report shall provide a description on how the model incorporates the rooftop diversion into the system.
  - iii. The school sites have not been included in the model. Drainage from the school sites shall be included when establishing the 100-year hydraulic grade line.
  - iv. The stormwater management pond storage elevations shall be incorporated into the design.
  - f. Provide layout, cross-sections, and profile details for the SWM facility outlets including erosion control measures along the affected valley lands between the outlet and the watercourse as part of the engineering drawings.
  - g. The infiltration system within the park block is to provide the required separation from the seasonally high groundwater table per Ministry of Environment, Conservation, and Parks design guidelines. Supporting information will be required as part of the detailed design.
  - h. A hammerhead turning area can be used in lieu of a cul-de-sac in the SWM facility maintenance access design. The hammerhead is to have a minimum hammerhead width of 17.0m and a 12.0m centreline turning radius.
  - i. Supporting calculations will be required demonstrating that major flows on Street 'A' are conveyed west to the SWM facility and do not continue south within the Street 'A' gutter.
  - j. Ensure drawings 6.3 and 6.2 roof drainage area to park storage system boundary have the latest roof drainage boundary limits.
  - k. The external area west of Thickson is specified with a coefficient of 0.45. This coefficient is very low and needs to be confirmed.
  - l. Per Town Standards, the runoff coefficient for laneway townhouse is to be a minimum of 0.85.
- 2.6. Provide a pedestrian cross-over (PXO) along the following;
- a. North intersection of Street 'A' and Street 'X'.
  - b. South intersection of Street 'A' and Street 'O'.
  - c. West intersection of Street 'B' and Street 'C'.
- 2.7. Functional Grading Plan:
- a. Ensure that the 3:1 slope shown within the NHS will not conflict with the Town's 6m wide access corridor.
  - b. Revise roundabout grading to remove any sag points and any major flow capture points as sufficient grade appears to be available within the road network.
- 2.8. Functional Servicing Plan:
- a. Ensure all first upstream storm sewer leg have a minimum 1% slope.

- b. Minimize storm sewer depth as close to standard depth as feasible, as there appears to be some unnecessarily deep sewers proposed.
- 2.9. Provide an Operations and Maintenance Manual (OMM) for the proposed SWM facilities, including the park underground SWM facility. The OMM should include monitoring program and associated instruments.
- 2.10. Lots and blocks serviced by laneways, regardless of housing type, shall have all roof leaders directly connected to the municipal storm sewer fronting the unit, unless otherwise approved.
- 2.11. To address lot level LID recommendations, ensure that lots and areas where roof water leaders are proposed to be disconnected from the storm sewer connection are clearly noted and can accommodate the drainage without creating problems associated with winter ice accumulation. Ensure that storm drainage areas reflect the correct boundary location.
- 2.12. The use of Inlet Control Devices (ICDs) is discouraged and shall be limited to roadway sags, as per Town requirements, to the greatest extent possible. The model shall illustrate the implications of conventional ICD placement at catchbasins (CBs) per Town standards and documentation regarding the recommended use of ICDs within the proposed subdivision shall be provided.
- 2.13. The use of sump pumps is discouraged and shall be approved on a case-by-case basis subject to reasonable justification.
- 2.14. Provide detailed ponding limits at overland flow low points, and any points of overland convergence to ensure that appropriate emergency access can be maintained to the area based on Town of Whitby Design Criteria and that private property has been protected from flooding. Ponding limits are to be shown for 100-year storm events. Low points are to be located at the appropriate block or intersection location.
- 2.15. For all overland flow outlet points, the following shall be provided: flow channel profile, cross-sections and erosion protection works at all locations i.e., across window street boulevard areas, within specific overland flow blocks, across SWM Pond Blocks and any direct outlets to Open Space areas.
- 2.16. Provide details and analysis for the routing of overland flow through the stormwater management ponds to ensure stability of the pond under major storm events.
- 2.17. In advance of any on-site work, provide recommendations for monitoring of the existing creek/tributary during construction (erosion and sediment controls, stormwater management, vegetation protection, stream protection in area of storm outfall(s), dewatering, access, storage, and equipment maintenance requirements) and post construction (changes to vegetation or wildlife habitats and species).
- 2.18. On-road cycling facilities are to be integrated with the Community Services trails network at locations where off-road facilities are provided (e.g., signage, rest stops and/or other enhancements).

- 2.19. Noise fence/barrier design may need to accommodate surface drainage outlets depending on the lot type and grading design. At the design stage, once detailed grading information is available, a letter will be required from the noise consultant to confirm that the recommendations of the Noise Report provided for the development remain relevant to the accepted grading.
- Any transition in height of the noise barrier is to occur at lot lines so that the noise barrier height across individual lots is consistent.
- 2.20. The Subdivider shall address mail delivery provisions for any proposed phasing of the development as required.
- 2.21. The Town will not grant exemptions to half-load restrictions to facilitate construction of the proposed development. The Subdivider shall schedule construction activities in accordance with typical timing of load restrictions for the surrounding road network.
- 2.22. The Subdivider shall provide a Topsoil Management Plan at the detailed design stage and place lots on hold as required to facilitate the topsoil stockpile. Every effort shall be made to minimize stock piling of excess topsoil.
- 2.23. Explore increasing topsoil thickness to 300mm for all pervious areas within the development as a low impact development measure.
- 2.24. The Subdivider shall provide the Town with a cash contribution in accordance with the by-lawed rate in force at the time of payment, for each newly installed streetlight for the relamping and cleaning of streetlights, representing typical maintenance costs prior to assumption.
- 2.25. The Subdivider shall provide the Town with a cash contribution in accordance with the by-lawed rate in force at the time of payment towards the installation of vertical control benchmarks.

### **Whitby Planning and Development**

The Planning and Development Department has reviewed the submission materials and are satisfied, subject to addressing revisions and requirements outlined by other commenting agencies.

### **Whitby Landscaping**

Please see comments and conditions below:

1-Municipal Tree#145 (Black Walnut in good condition according to the Tree Inventory) is proposed for removal. An appraisal is required prior to removal.

Condition:

- The Subdivider shall ensure all municipal trees proposed for removal are appraised by an ISA Certified Arborist. The appraisal must be approved by the Town Forestry staff and the Subdivider shall provide cash compensation to the Town of Whitby Tree Reserve in accordance with the approved appraisal.

2-It seems that the NHS features including the woodlots and greenbelt buffers are intended to be protected by an ESC fencing as per EIS construction mitigation methods (pg69). The proponent should provide all tree protection alternatives (Tree hoarding, silt fencing, etc.) on a single plan (TPP), in order for Town staff to inspect and approve all required fencing on site accordingly. Currently the TPP does not illustrate any fencing along the NHS/Greenbelt features, nor along the hedge row south of lot 7905. There is also no hoarding shown around the Butternuts that are to be retained on site.

Conditions:

- The Subdivider shall provide a Tree Preservation Plan in coordination with an Erosion and Silt Control (ESC) fencing. Once installed, the Tree protection fencing is to be inspected and approved by the Town in advance of any on-site grading works.
- The Subdivider shall ensure any dead, diseased or hazardous trees adjacent to the proposed development are identified and removed in coordination with the Town Planning and Forestry staff.
- The Subdivider shall ensure all adjacent boulevards are urbanized, top-soiled, fine-graded, sodded and provided with buffer tree planting.

3-The VPZ buffers along the greenbelt and other NHS Blocks are to be planted according to an approved Edge Management and Enhancement plan. There should also be a compensation plan provided, following the vegetation loss of the isolated MAMM1 community.

Conditions:

- The Subdivider shall provide the Town with a detailed Compensation Planting Plan & NHS Edge Management, Restoration and Enhancement Plan through a revised EIS. Once approved, a cost estimate is to be provided so the town can secure these works through a Landscape LC.
- The Subdivider agrees that as soon as grading works are complete and prior to registration of the subdivision, the approved "Restoration Plan" will be implemented and stabilized to the satisfaction of Town of Whitby & CLOCA. Given that access to the proposed restoration areas within the Greenbelt may be restricted once construction of the buildings occurs, it is recommended that implementation occur prior to construction commencing and access to this area be restricted.
- The Subdivider shall ensure the success and management of the Restoration Plan is monitored for a 3-year period by the Landscape Consultant. Annual inspections with and reporting to both the Town and CLOCA is required during this period.
- The Subdivider shall ensure that hazardous trees along the edges of the limit of development are identified in advance and wherever adjacent to proposed development; on-site review with staff from the Town's Forestry staff (Operations) and landscape inspection (Planning) is required prior to anticipated removals and throughout the development process.



- The Subdivider shall convey protected and undevelopable lands to the Town where, in public ownership, the lands will be protected in perpetuity. This includes block 79-83; the Greenbelt lands to the east of the development (Block 82), NHS Blocks 83&81 & SWM Pond Blocks 79 & 80.
- The Subdivider shall ensure all black vinyl chainlink fences are designed and constructed in accordance with the relevant Engineering Standards to delineate Town blocks and Open spaces from private property.

4- Removal and injuries of Butternut trees are to be coordinated with MNRF.

Condition:

- The Subdivider shall ensure the three (3) Category 2 Butternuts to be removed and harmed will be registered and approved from the Ontario Ministry of Natural Resources and Forests prior to any disturbance.

5-CLOCA to confirm if they are satisfied with the proposed VPZ for cool/cold-water watercourse as per EIS appendix H.

### **Whitby Fire and Emergency Services**

Whitby Fire and Emergency Services requires the following:

- A firebreak layout shall be submitted to the fire department for review and approval prior to site plan application;
- The location of all fire hydrants for the subdivision shall be indicated on the site plan;
- A secondary emergency access to Street K shall be provided from Thickson Road;
- If Street A is to be completed in multiple stages, a plan must be provided prior to first occupancy in that phase to ensure sufficient access for the review and approval of WFES; and,
- Fire hydrants shall be provided at the intersection of each Rear Access Townhouse Laneway.

### **Whitby Strategic Initiatives**

Thank you for providing the updated Whitby Green Standard (WGS) Checklist and Sustainability Rationale Report. With the updated information provided in the updated WGS Checklist, and the Applicant's responses to the Sustainability Team's April 22, 2024, comments we can confirm that the mandatory Tier 1 requirements of the WGS have been satisfied, and we are pleased with the Applicant's commitment to achieving the voluntary Tier 3 requirements.

The commitments made in the WGS Checklist and Sustainability Rationale Report are to be fulfilled as per Schedule G of the Draft Plan of Subdivision Agreement.

### **Whitby Parks Planning**

Parks Planning and Development has reviewed the third submission and subsequently met with the applicant on May 2nd to discuss comments. Parks Planning has the following comment regarding an off-road trail within Blocks 82.

- The provision of an off-road trail within Block 82 will provide an important recreational amenity and active transportation connection to the broader trail network. While the Town's 2021 Active Transportation Plan (ATP) does not specifically identify a trail in this location, the ATP is intended to be a flexible and evolving document and recognizes that opportunities for new trail connections may be identified at the development application stage. The draft plan proposes several pedestrian connections to the natural heritage system and a formal trail will ensure that a safe and accessible route is available to residents while protect the natural heritage features from unnecessary encroachment and disturbance.

Parks Planning is generally supportive draft plan approval, but has identified several items that will need to be addressed as part of the detailed design, including the proposed encumbrance of the park block. Accordingly, Parks Planning provides the following draft plan conditions:

1. The Subdivider shall satisfy their obligations related to parkland dedication as required in a Brooklin Master Parks Agreement or other arrangement to the satisfaction of the Town. Parkland dedication will be calculated at a rate in accordance with the Town's Parkland Dedication By-Law and the Planning Act.
2. The Subdivider shall convey block 75 at a minimum size of 1.44 hectares to the Town, free and clear of all costs and encumbrances to the satisfaction of the Senior Manager of Parks Planning and Development, upon registration of the subdivision.
3. The Town will consider the provision of a stormwater infiltration system within the park block if it cannot be accommodated elsewhere within the development such as within designated SWM Blocks, rear yard infiltration trenches, or open spaces, and it supports the achievement of highest tier of the Whitby Green Standards by providing a significant increase to the infiltration capacity for the development.
4. The parkland credit for any area of the park block encumbered by stormwater facilities, including the excavation setback zone, may be reduced at a rate determined by the Town and based on the detailed design and impact to the lifecycle of the park to the satisfaction of the Senior Manager of Parks Planning and Development. Encumbered parkland will only be accepted if it does not negatively influence the optimal park design, to the satisfaction of the Senior Manager of Parks Planning and Development.
5. Prior to acceptance of any stormwater management facilities within the park block and prior to approval of the detailed servicing and grading plans, the subdivider shall prepare detailed park design and grading plans, prepared by a

qualified landscape architect, that achieve the Town's park design and lifecycle criteria, outlined below, to the satisfaction of the Senior Manager of Parks Planning and Development.

6. The applicant shall submit a detailed park design and grading plans and supporting documentation addressing the following park design and lifecycle criteria, to the satisfaction of the Senior Manager of Parks Planning and Development:
  - a. The proposed shape, orientation and size of the footprint of the underground stormwater facility be reconfigured and/or reduced to accommodate the Town's required park facilities and design requirements.
  - b. Park facilities and amenities shall include:
    - i. Separated junior and senior playgrounds (minimum combined size of 750m<sup>2</sup>)
    - ii. Two tennis courts (31m x 35m), oriented north-south
    - iii. Multi-skills court (36m x 19m), oriented north-south and setback 40 metres from any residential uses
    - iv. One shade structure (minimum 64m<sup>2</sup>)
    - v. Asphalt walkways (2.5m)
    - vi. Seating/benches
    - vii. Large open lawn area (minimum 2,500m<sup>2</sup>)
    - viii. Tree planting, including continuous perimeter tree planting along all street frontages.
  - c. Outline of the stormwater management facility plus the setback for future excavations of the stormwater management structure using a width that is equal to approximately 1.2 times the dimension from surface grade to the underside of the base of the stormwater management structure.
  - d. All permanent park structures and trees shall be located outside of the footprint of the stormwater facility, including the excavation setback zone.
  - e. Provision of sufficient soil to a minimum depth of 1.5 metres as measured from the top of any granular material to the finished grade of the park.
  - f. Demonstrate that no disruption to the ongoing usage of the park facilities by the public will occur based on the preparation of a construction management plan for the lifecycle replacement of the stormwater management facility. The plan should illustrate ongoing park access, tree preservation measures, safety fencing and mitigation of any construction areas, solution to soil storage, construction access/staging, dust control, and any other requirements to the satisfaction of the Town.
7. If the park design and lifecycle replacement criteria cannot be satisfied due to the proposed stormwater encumbrance to the satisfaction of the Senior Manager of Parks Planning and Development, then an alternative stormwater management solution will be required and the subdivider shall be responsible to revise the

draft plan of subdivision and engineering documents as necessary to accommodate the stormwater infrastructure elsewhere within the development.

8. Parkette blocks 76 and 77 identified on the draft plan dated May 1, 2024 will not be eligible for any parkland credit. These block shall be revised and renamed to Open Space Blocks 76 and 77 if the intent is to convey these lands to the Town.
9. The Subdivider shall provide grading works, topsoil, and an as-built grading survey, prepared by a qualified person, for all park blocks, to the satisfaction of the Senior Manager of Parks Planning and Development.
10. After completion of park grading works, the subdivider shall provide an as-built grading plan and geotechnical report, prepared by a qualified person, for all park blocks, to the satisfaction of the Senior Manager of Parks Planning and Development.
11. The Subdivider shall provide the following servicing and utility connections to park block 75, to the satisfaction of the Senior Manager of Parks Planning and Development and in accordance with the Town's Design Criteria and Engineering Standards:
  - a. A stormwater catch basin at the low point of each catchment area(s) within the park block.
  - b. A 200 mm sanitary connection extending 1 metre into the park and terminating in a manhole at an elevation flush with the adjacent grades.
  - c. A 50 mm water supply connection with a shutoff valve at the property line and the water line extending 1 metre into the park block and plugged.
  - d. A single-phase electrical connection.
12. The Subdivider agrees to convey all natural heritage blocks (Block 81, 82, and 83) to the Town in a physical condition to the satisfaction of the Parks Planning and Development Department, upon registration of the plan of subdivision.
13. The Subdivider shall be responsible for detailed design and construction of the off-road trails within the subject draft plan of subdivision, including Natural Heritage Blocks 82 and 83, to the satisfaction of the Senior Manager of Parks Planning and Design and shall secure any additional permits or approvals at no cost to the Town.
14. All trails, trail crossing, bridges, boardwalks, culverts, structures shall be designed and constructed by the developer at their cost, in accordance to Community Services Department, Parks Development Division requirements.
15. The composite transportation plan shall be revised to identify an off-road trail within Natural Heritage Block 82, which shall run the length of Block 82 and

connect from Brawley Road to Block 95. Where the off-road trail runs parallel to the SWM maintenance road within Block 80, the maintenance road shall be utilized for that section of trail.

16. An off-road trail crossing of Tributary B / NHS Block 83 shall be identified on the composite transportation plan from the north termination of the trail within Block 83 to cul-de-sac at the north of Street Q or an alternative location to the satisfaction of the Senior Manager of Parks Planning and Development.
17. The trail design and grading requirement shall include, but are not limited to the following:
  - a. Trails to be constructed to details and specifications provided by the Parks Planning and Development Division.
  - b. All trails shall be planned and designed to meet accessibility standards.
  - c. All primary trails shall be planned and designed to a minimum width of 2.5 metres and surfaced in asphalt.
  - d. Trails to be offset a minimum 3 metres from any property line to accommodate grading requirements, a 1.5 metre wide sod mow strip and a 1.5 metre wide planted privacy buffer.
  - e. A minimum 1.5 metre sod mow strip on either side of the trail to enable mowing/maintenance. Mow strip to be sloped at a maximum 25%.
  - f. Trail grades are generally not to exceed 2% cross slope and 5% longitudinal slope unless unavoidable due to existing grades.
  - g. Rest areas and benches are to be provided at a rate of 3 per kilometer of trail.
18. The Subdivider shall prepare an Environmental Impact Study which details all potential impact from the off-road trail works, to the satisfaction of the Town and CLOCA.
19. Prior to registration, the subdivider shall secure approval of the trail design from CLOCA and any other applicable approval authorities.
20. If it is identified through the detailed design and grading of the trails that additional land is required to accommodate the off-road trail requirements of the Town and other approval authorities, then the natural heritage blocks and adjacent residential lots shall be adjusted to the satisfaction of the Senior Manager of Parks Planning and Development.
21. The Subdivider shall advise potential purchasers of the location of the proposed park facilities and off-road trails by providing plans, approved by the Senior Manager of Parks Planning and Development, in all sales offices and

agreements of purchase and sale for any dwelling units within the draft plan of subdivision.

22. Detailed Subdivider obligations concerning parks and trails development will be included in the associated subdivision agreements based on review of the detailed design and grading plans, to the satisfaction of the Senior Manager of Parks Planning and Development.
23. Prior to execution of the Subdivision Agreement, the Subdivider shall provide a Letter of Credit, in an amount to be determined by the Senior Manager of Parks Planning, to secure delivery of base park and off-road trail works.
24. The Subdivider agrees to install a 1.2 metre black vinyl standard park fence where any open space and park blocks abut residential lots.
25. The Subdivider shall be responsible for satisfying any additional requirements identified by Parks Planning and Development not specifically listed above.

### **Whitby Financial Services – Development Charges**

The following pertains to Town of Whitby development charges (DCs) only, and is based on current Provincial legislation and the Town of Whitby's current DC by-law. Additional information can be found on the Town's DC Webpage.

The Zoning By-Law Amendment application was submitted after January 1, 2020, as such, the calculation of development charges for development on the applicable property falls under section 26.2 of the Development Charges Act, 1997.

- The base development charge rate will be set at the DC rate in effect as of the date of Zoning By-Law Amendment application submission.
- Interest will accrue on the base rate from the date of application submission, until the date of building permit issuance.
- The applicant has 2 years from the date of Zoning By-Law Amendment application approval to pay development charges/obtain a building permit; otherwise section 26.2 of the Act no longer applies, and any required development charges would be payable at the current posted rate in effect, as of the date of building permit issuance.

For any development that falls outside of the Zoning By-Law Amendment application area, the current posted development charge rate at the time of building permit issuance applies.

Development charges are payable in full, prior to the issuance of the building permit. The Town of Whitby *currently* permits development charges to be paid up to 60 days in advance of the building permit issuance, without incurring additional interest under section 26.2 of the Act or incurring a top- up charge should the Town's current posted DC rates change in that time period.

Based on the timing of the development, current legislation/by-laws/practices may change; the DC Webpage will provide up-to-date information on Development Charges.

The applicant is also encouraged to contact the Region of Durham and DDSB/DCDSB for questions DC/EDC they may also charge on this development.

## **External Agencies**

### **Region of Durham**

We have completed our review of the third submission material and the following comments are offered. Comments were previously provided by the Region on October 12, 2022 and August 15, 2023. The revised application proposes to develop the following:

- 510 – 615 Single-detached dwellings;
- 128 Street Townhouse dwellings;
- 122 Rear lane Townhouse dwellings; and
- 100 Back to Back Townhouse dwellings.

The related zoning by-law amendment application is required to facilitate the proposed subdivision development.

### **Provincial and Regional Land Use Policies**

#### *Provincial Policy Statement*

As noted in our October 2022 letter, the proposed development provides a range of housing types allowing for a compact, efficient use of land and infrastructure as directed by the policies of the Provincial Policy Statement (PPS). Additionally, staff from the Central Lake Ontario Conservation Authority (CLOCA) have advised in their letters dated August 11, 2023 and April 24, 2024, that they are willing to accept the current development layout which provides on average a 60 metre natural hazard corridor. As such, the proposed development conforms to the policies of the PPS.

#### *A Place to Grow: Growth Plan for the Greater Golden Horseshoe*

The Growth Plan for the Greater Golden Horseshoe (Growth Plan) encourages new development in greenfield areas to achieve complete communities, affordable housing options, support active transportation, and encourage the integration of transit services. The Growth Plan requires that the development of greenfield areas meet a minimum density target of 50 residents and jobs combined per hectare. Further, large scale development within designated greenfield areas are to be informed by subwatershed plans and must not negatively impact the natural heritage features or hydrologic functions.

The proposed development generally meets the minimum density target and provides a mixture of housing types. As well, CLOCA has advised they are willing to accept the

current development layout. The proposed development conforms with the policies of the Growth Plan.

#### *Durham Regional Official Plan (ROP)*

The ROP designates the subject lands as “Living Areas”, and “Major Open Space Areas” on the eastern portion. Living Areas within greenfield areas are intended to accommodate a full range of housing options at higher densities.

Major Open Space Areas are intended for conservation and a full range of agricultural, agricultural-related and secondary uses. Proposals for development or site alteration must demonstrate no negative effects on key natural heritage or hydrologic features or their functions amongst other criteria.

The proposed development appears to provide a density of at least 50 persons and jobs per hectare, which meets the required target for greenfield development. The proposed draft plan provides for a range of housing types, with medium density development throughout the subdivision.

Schedule ‘B – Map B1d’ of the ROP identifies Key Natural Heritage and Hydrologic Features (KNHHF) on the eastern portion of the subject lands, and an Environmental Impact Study (EIS) was submitted. CLOCA, advised that they are willing to accept that latest development layout of the proposed subdivision, and the application conforms to the policies of the ROP.

#### *Delegated Provincial Plan Review Responsibilities*

#### *Site Contamination and Archaeology*

Matters related to the potential for site contamination and archaeology were addressed in our August 2023 letter.

#### *Cultural Heritage Impact Assessment (CHIA)*

ROP policy 2.3.49 encourages area municipalities to conserve, protect and enhance its built and cultural heritage resources that may be adversely impacted by new development proposals e.g., through the review of a Cultural Heritage Impact Assessment (CHIA).

Golder Associates Ltd. prepared a CHIA dated June 2, 2021 in support of the proposed development to identify any historical attributes on adjacent properties and ensure that proper mitigation measures are in place for their long-term protection.

Golder identified that the subject land is adjacent to an existing protected heritage property at 7675 Thickson Road North, locally known as the John Calder House (JCH). The historical property is currently designated by the Town of Whitby By-Law 4271-98, enabled under Part IV of the *Ontario Heritage Act*.

Golder recommended that the proposed development be approved by the Town, provided that various mitigation measures are imposed. The Region has reviewed Golder’s CHIA and will defer the appropriateness of their recommended mitigation



measures to the Town of Whitby for their review and sign-off to ensure that the proposed development will not create any adverse impacts on the JCH.

### *Environmental Impact Study (EIS)*

#### *Noise*

The Environmental Noise Assessment (Revised February 2024), prepared by YCA Engineering Limited examines road noise primarily from Thickson Road (a Type A arterial in the ROP).

The Assessment recommends the use of 3.0 meter high acoustic barriers for certain blocks which flank Thickson Road. The barriers will taper down to 2.1 m. along the rear of some of the proposed Block as the distance increases from Thickson Road. The proposed barriers would reduce the predicted sound levels at the Outdoor Living Areas (OLA's) to below 60 dBA. Those Blocks which have residential units facing Thickson Road will have either acoustic barrier wing walls at their balconies **OR** will have their OLA's shielded from road noise by the dwelling units themselves. The Region agrees with these recommendations.

Mandatory Central Air Conditioning and Provision for Central Air Conditioning are recommended for the appropriate proposed blocks. The appropriate Warning Clauses are also in place for the affected blocks, which also includes a Warning Clause advising future residents of noise activities from the future school sites that are proposed. An additional Noise Assessment is recommended when details of the school sites and future grading plans for the development are known at the site plan stage.

The Assessment recommends that the Noise Control measures and the appropriate Warning Clauses be included in the Town of Whitby's Subdivision Agreement and also be inserted in the Agreements of Purchase and Sale or Lease and registered on title. This will be included as a condition of draft approval.

The following corrections to the Environmental Noise Report are noted:

- Section 5.2 – Provision for Central Air Conditioners: In the first bullet, the reference to blocks 12 and 18 should be omitted. Block 18 requires Mandatory Air Conditioning while block 12 is situated away from any road noise source, as shown on Figure 2. Recommendation No. 2 on Page 13 should also reflect these changes.
- Section 5.4 – Warning Clause A: The reference to block 11 is missing or omitted. Block 11 should be referenced in the 3rd bullet.

The Revised Environmental Noise Assessment is generally acceptable to the Region, subject to the minor revisions/corrections mentioned.

#### *Regional Municipal Servicing*

The above noted application is proposing to construct 860 to 965 residential units development consisting of 510 to 615 single dwellings, 100 back-to-back townhouse units, 128 street townhouse units, and 122 rear access townhouse units on 83.35 hectare of vacant land.

All units within the proposed development shall be serviced by Regional sanitary sewer and water supply only within the standard width right of ways. The Region will not permit the construction of sanitary sewer and water mains within the rear laneways.

### *Water Supply*

The majority of the subject property is located within the Zone 4 service area for Whitby (Brooklin). A portion of the property may be located within the future Zone 5 service area. Water servicing to the subject lands is currently not available.

The Zone 4 maximum servicing ground elevation is approximately 220 m. Any ground elevation above 220 m will require Zone 5 water and at this time the Zone 5 water pressure district and supply system has not been established. Based on the preliminary grading information provided we expect that the Zone 4 / Zone 5 boundary will be approximately along Streets E, F, J, and V. A drawing showing the local watermain looping for both water zones should be provided. Based on the timing for the Region projects in Brooklin this Zone boundary will likely coincide with a Phasing limit within the proposed Draft Plan. Coordination with all surrounding developments to confirm local watermain looping for the Zone 4 and Zone 5 distribution systems is required.

According to our calculations, the current population within the Zone 4 water pressure district is at the current theoretical capacity for the pumps supplying water to Zone 4 area. The Region has undertaken an assessment to determine whether modifications can be made to the existing pumping station located at the Thickson Road Reservoir to increase the service population on an interim basis prior to the construction of an additional Zone 4 pumping facility and the construction of the Zone 4 reservoir.

The full build out of the Brooklin Growth Areas will require the construction of a Zone 4 reservoir, a Zone 4 pumping station and a Zone 5 pumping station. The Class Environmental Assessment for the Zone 4 reservoir and the location of the feeder mains to the reservoir is complete. The Zone 4 reservoir, and the Zone 4 and Zone 5 pumping station have been identified in the Region of Durham's 2024 Capital Water Budget and nine year forecast for construction funding in 2027 and 2028 respectively, subject to, annual review approval and change."

### *Sanitary Servicing*

The subject land has frontage along Garrard Road and Thickson Road. Sanitary servicing to the subject lands is currently not available on Garrard Road or Thickson Road. Sanitary servicing to the subject lands is dependent upon the extension of sanitary sewers from the existing 450 mm sanitary sewer at Columbus Road & Cachet Boulevard and extend northerly to service the subject property.

There are extensive downstream sections of sanitary sewer that will need to be installed by other Developers prior to this proposed development being serviced.

Coordination with the surrounding lands is required to confirm the sanitary sewer servicing strategy and confirm that capacity is available within the downstream sanitary sewer system. The finalization of the neighbourhood sanitary sewer drainage area plans

and sanitary sewer design sheets is not likely to impact the Draft Plan of Subdivision but is needed to confirm that no upgrades to the downstream sanitary sewer are required.

For additional detailed information regarding the proposed sanitary sewer alignments and the anticipated timing for these works we recommend that the applicant contact the Brooklin Landowners Group. The Functional Servicing Reports that will be submitted in support of the proposed Draft Plan of Subdivisions in each service area will need to outline the surrounding external servicing requirements.

As Brooklin expands, it is estimated that the sewage flows will exceed the conveyance capacity of the Corbett Creek Trunk Sanitary Sewer. Prior to the trunk sanitary sewer capacity being exceeded, the Regions conceptual plans call for a sanitary pumping station to be constructed to convey flows from Brooklin to the east via forcemain to the Conlin Road Sanitary Pumping Station, in turn to the Courtice Trunk Sanitary Sewer, and ultimately to the Courtice WPCP. It is important to note that the Class EA that planned the Courtice WPCP included Brooklin within the service area. Similarly, the recently completed Class EA that planned the Courtice Trunk Sanitary Sewer also included Brooklin within its service area.

In accordance with the Region of Durham Sewer Use By-Law, we will not permit foundation drains to connect to the sanitary sewer system.

### *Waste Management*

The Region of Durham provides recycling and waste collection service to draft plans of subdivision residential lots and freehold townhouse blocks in the Town of Ajax, City of Pickering, Townships of Scugog, Brock and Uxbridge and the Municipality of Clarington. Only Blue Box recycling collection is provided by the Region in the City of Oshawa and Town of Whitby.

On June 3, 2021, Ontario filed O.Reg. 391/21 under the Resource Recovery and Circular Economy Act that will make product producers responsible for the Blue Box program including collection. Once transition occurs, The Regional Municipality of Durham will no longer be the service provider for the Blue Box program. The transition of responsibility of the Blue Box program to product producers in Durham Region is expected to occur in 2024. Please see O.Reg. 391/21 for full details.

Any dead-end municipal road(s) must be designed and built with a permanent or temporary, cul-de-sac. If the residential development is built in stages or by multiple builders, municipal waste service may be delayed to completed homes due to access availability. All municipal road networks will be reviewed through the draft plan approval process and through the detailed design of any phase limits to ensure it complies with the Waste By-law 46-2011. All municipal roads, including rear laneways, must be built to a Regionally approved, area municipal standard road cross sections. Waste Management collection for residential **blocks** (other than freehold townhouse blocks) including any units within these blocks which will front onto a municipal road will be assessed for waste collection through the Site Plan approval process.

### *Transportation*

*Draft Plan*

Block 92, 93 & 94 Road Widening - as per our previous comments, Thickson Road is a Type A Arterial Road with auxiliary turn lanes and requires a 40m ROW as per the Regional Official Plan (ROPA #171), measured at 20m from centre of the original road allowance. Detailed survey plan shall be required to confirm the road widening limits.

We will require a 15m x 10m sight triangle at Thickson Road and Street B intersection. Please update the Draft Plan to show this requirement.

There is a possibility that overland flows from the west of Thickson Road will have to cross over Thickson Road to reach the SWM pond O5. Even though they have proposed to capture overland flows from the west development into the oversized internal storm sewer system, it may not be practically possible to capture the entire 100-year flows into the system, especially on roads which leaves some spillover to Thickson Road ROW. Proposed flow routing should be confirmed through dual drainage modelling exercise. If required, detailed overland flow analysis to be performed at this location (MH24) to ensure any spill overflows from the west development will not have any adverse impact to Thickson Road and the ditch.

*ROPA 128 Minutes of Settlement*

Any Brooklin Landowners who are signatory to the Regional Official Plan Amendment 128 (ROPA 128) Minutes of Settlement will pay for their share of the \$10.7 million obligation prior to the execution of the Regional Subdivision Agreement. The share of the \$10.7 million collected, less the amount collected through the subdivision agreements, be provided by the Trustee representing the Brooklin North Landowners Group by December 31, 2024. The payment terms will not be further modified and the Region will not further process any subdivision agreement if the payment is not received by the due date.

*Durham Region Transit*

Durham Region Transit has no new comments at this time, however, comments made in earlier letters still apply. This includes the need to have the protected bus stop spaces requested in previous comments to be shown on any future site plans.

*Conclusion*

Based on the forgoing, the Region has no objection to draft approval of the subdivision application. Conditions of draft approval are attached to this letter and are updated from those provided in August 2023.

*Conditions of Draft Approval SW-2022-01*

1. The Subdivider shall prepare the final plan and shall include a land use table on the basis of the approved draft plan of subdivision, prepared by Malone Given Parsons, identified as file number 17-2657, dated May 10, 2024, which illustrates 510 - 615 single detached units, 350 townhouse units, school blocks, park blocks, stormwater management blocks, Natural Heritage System blocks, walkway blocks, maintenance block road widenings, and roads.

2. The Subdivider shall name road allowances included in this draft plan to the satisfaction of the Region of Durham and the Town of Whitby.
3. The Subdivider shall submit plans showing the proposed phasing to the Region for review and approval, if this subdivision is to be developed by more than one registration.
4. The Subdivider shall grant to the Region, any easements required to provide Regional services for this development. The easements shall be in locations and of such widths as determined by the Region.
5. The Subdivider shall provide for the extension of such sanitary sewer and water supply facilities which are external to, as well as within, the limits of this plan that are required to service this plan. In addition, the Subdivider shall provide for the extension of sanitary sewer and water supply facilities within the limits of the plan which are required to service other developments external to this subdivision. Such sanitary sewer and water supply facilities are to be designed and constructed according to the standards and requirements of the Region of Durham. All arrangements, financial and otherwise, for said extensions are to be made to the satisfaction of the Region of Durham, and are to be completed prior to final approval of this plan.
6. Prior to entering into a Subdivision Agreement, the Region of Durham shall be satisfied that adequate water pollution control plant and water supply plant capacities are available to the proposed subdivision.
7. The Subdivider shall satisfy all requirements, financial and otherwise, of the Region of Durham. This shall include among other matters, the execution of a Subdivision Agreement between the Subdivider and the Region concerning the provision and installation of sanitary sewers, water supply, roads and other Regional services.
8. The Owner shall, to the satisfaction of the Region, revise the draft plan of subdivision based on the final Brooklin Major Roads Environmental Assessment with respect to all matters addressed therein, as may be required by the Region, including any impacts on sanitary sewerage, water supply, Regional roads and stormwater management facilities servicing Regional roads.
9. The Subdivider shall convey to the Region of Durham sufficient road widening of 20 metres measured from centre of the original road allowance, free and clear of all encumbrances, to allow 40 metres overall or 20 metres from the existing centreline of road, with the registration of the plan.
10. The Subdivider conveys a sight triangle of 15m x 10m at the intersection of Thickson Road North and Street B.
11. Prior to the finalization of this plan of subdivision, the Subdivider must provide satisfactory evidence to the Regional Municipality of Durham in accordance with

the Region's Soil and Groundwater Assessment Protocol to address site contamination matters. Such evidence may include the completion of a Regional Reliance Letter and Certificate of Insurance. Depending on the nature of the proposal or the findings of any Record of Site Condition (RSC) Compliant Phase One Environmental Site Assessment (ESA), an RSC Compliant Phase Two ESA may also be required. The findings of the Phase Two ESA could also necessitate the requirement for an RSC through the Ministry of the Environment, Conservation and Parks accompanied by any additional supporting information.

12. The Subdivider shall agree in the Town of Whitby Subdivision Agreement to implement the recommendation of the report, entitled "Environmental Noise Assessment - Revised" prepared by YCA Engineering dated February 2024, which specifies noise attenuation measures for the development. The measures shall be included in the Subdivision Agreement and must also contain a full and complete reference to the noise report (i.e. author, title, date and any revisions/addenda) and shall include warning clauses identified in the study.

### **Central Lake Ontario Conservation Authority**

Thank you for circulating Central Lake Ontario Conservation Authority (CLOCA) on the third submission of materials for the above noted *Planning Act* applications. CLOCA staff have reviewed the submitted materials and offer the following comments and recommendations regarding any approval of these applications. We have updated our previous comments to align with the submitted materials.

#### ***Watercourse Setback***

CLOCA staff understand that the current development layout will provide on average a 60-metre corridor from the watercourse. As previously noted, this watershed is managed as a coldwater system and as such should be afforded a 30-metre setback to development. Given the corridor generally adheres to this requirement, we do not require further amendment to the plan, but maintain that the width of the corridor is not only for the protection of the floodplain and wetlands, but also to provide the appropriate development setback to this coldwater system.

#### **Zoning By-law Amendment (Z-02-22)**

CLOCA staff recommend that all blocks containing natural hazard lands, associated features, and their development setbacks be zoned Greenbelt (G) as per zoning by-law 1784 or the equivalent. No lot lines or associated development should occur within these lands. Based on the latest draft plan the applicable blocks for this zone category would include Blocks 81, 82 and 83.

#### **Draft Plan of Subdivision (SW-2022-01)**

CLOCA staff recommend that any approval of the proposed plan of subdivision be subject to the following conditions of draft plan approval on behalf of the Central Lake Ontario Conservation Authority:

1. That prior to any on-site grading, construction or final approval of the plan, the Subdivider shall submit to and obtain approval from Central Lake Ontario Conservation Authority for reports and plans describing the following:
  - a. The intended means of conveying stormwater from the site, consisting of stormwater techniques which are appropriate and in accordance with provincial guidelines as well as in conformity with the recommendations found within the CLOCA Technical Guidelines for Stormwater Management Submissions and the Brooklin Secondary Plan Sub-Area Study 3A.
  - b. The intended means to maintain appropriate water balance for the subject lands and to the adjacent hydrologic features (eg. wetlands, headwater features, watercourses) as part of this development. This includes confirmation that commitment to infiltration targets assigned to school and park blocks have been accepted by the School Board and the Town of Whitby respectively.
  - c. The intended means to design, install, access, maintain and monitor any proposed Low Impact Development (LID) measures as part of this development. This includes the completion of in-situ infiltration testing and seasonal high groundwater monitoring in the location of the proposed facilities to ensure that they will function as designed.
  - d. The intended means whereby erosion and sedimentation and their effects will be minimized on the site during and after construction, in accordance with provincial guidelines. The report must outline all actions to be taken to prevent an increase in the concentration of suspended solids in any water body because of on-site, or other related works.
2. That the Subdivider agree that Restoration Planting Plans will be provided and approved by the Town and Central Lake Ontario Conservation Authority for lands within Natural Heritage System Blocks 81, 82, and 83 to restore any disturbed areas and advance the establishment of native species within all former agricultural fields and buffer areas adjacent to natural hazard lands and related features. Included in this Plan will be details on wetland creation and restoration required as part of approved wetland removals.
3. That the Subdivider shall agree within the Subdivision Agreement to erect a permanent fence between the boundary of Blocks 81, 82 and 83 and any residential lands, to prevent any direct entry of landowners/occupants from private lands into these Blocks. Any associated development agreement shall include provisions to prohibit private gates being installed through this fence.
4. That the Subdivider agree to complete a Trail Impact Study to identify any negative impacts and mitigation required related to any trail design and locations

proposed through Blocks 81, 82 and 83 to the satisfaction of the Town and Central Lake Ontario Conservation Authority.

5. That the Subdivider shall agree to dedicate all Blocks containing Natural Hazard Land to an appropriate public body.
6. The Subdivider shall obtain all necessary permits from Central Lake Ontario Conservation Authority required through Ontario Regulation 41/24, or any successor regulations made under the *Conservation Authorities Act*.
7. The Subdivider shall satisfy all financial requirements of the Central Lake Ontario Conservation Authority. This shall include Application Processing Fees and Technical Review Fees owing as per the approved Authority Fee Schedule.
8. The subdivision agreement between the Subdivider and the Town of Whitby shall contain, among other matters, the following provisions:
  - a. The Subdivider agrees to carry out the works referred to in Conditions 1 to 4 to the satisfaction of the Central Lake Ontario Conservation Authority.
  - b. The Subdivider agrees to maintain all stormwater management and erosion and sedimentation control measures operating and in good repair during the construction period, in a manner satisfactory to the Central Lake Conservation Authority.
  - c. The Subdivider agrees to advise the Central Lake Ontario Conservation Authority 48 hours prior to commencement of grading or the initiation of any on-site works.

### **Durham Catholic District School Board**

Planning staff at the Durham Catholic District School Board have reviewed the above noted resubmission of the above noted draft plan of subdivision and zoning bylaw amendment applications and have no objections to the proposed development of 926 residential units consisting of 576 single detached units, 350 townhouse units. An elementary school and secondary school blocks.

This development is located within the boundary of St. John Paul II C.S. Located at 160 Cachet Blvd, Brooklin, Whitby.

### **Durham District School Board**

Approximately 313 elementary students could be generated as a result of the development proposed in the above noted draft plan of subdivision.

That the following conditions be included in the conditions be included in the conditions of Draft Plan Approval for SW-2022-01:



- That the Subdivider agrees to set aside, within the subject plan, Block 74, for public elementary school purposes and Block 73, for public secondary school purposes.
- That the Subdivider and the Durham District School Board enter into an agreement for the acquisition of Block 74 for public elementary school purposes and Block 73, for public secondary school purposes.
- That the Subdivider submit plans indicating existing and proposed grades, drainage and servicing for approval by the Durham District School Board for all lots, blocks, easements and roads abutting Block 74 and Block 73.
- That the Subdivider provide the Durham District School Board with a report detailing the soil bearing capacity and composition of soils within Block 74 and Block 73, prior to the registration of Phase 1 of the development. Specifically, the report will detail the chemical composition of soils and the presence of methane and/or radon gas within Block 74 and Block 73.
- That any filling conducted within Block 74 and Block 73 meet the Durham District School Board criteria for soil bearing capacity and be approved by the Durham District School Board soils engineer.
- That the Subdivider rough grade Block 74 and Block 73 to the satisfaction of the Durham District School Board.
- That the Subdivider agrees to bring all municipal services and connections to the edge of Block 74 and Block 73, along the street and submit drawings to the Durham District and connections to the edge of Block 74 and Block 73, along the street and submit drawings to the Durham District School Board for approval.
- That the Subdivider agrees to install a 1.8 metre chain link fence of standard school construction (number 9 gauge) along the perimeter of Block 74 and Block 73 where it abuts proposed or existing residential lands (lots or blocks), and/or any other proposed or existing land use, except for active municipal parkland.
- That the following “Notice to Parents” be inserted in all agreements of purchase and sale between the Subdivider and all prospective homebuyers...  
 “Students from the development may have to attend existing schools. Although a school site has been reserved within this plan of subdivision, a school may not be constructed for some time, if at all, and then only if the Durham District School Board receives funding for the construction of this required school.”
- That the Subdivider agrees to post in the sales office, or provide a copy to potential homebuyers, of the standard Durham District School Board approved “Notice to Parents”.

### **French Public District School Board**

The Conseil scolaire Viamonde has no comment.

### **Hydro One**

We are in receipt of your Subdivision Application, SW-2022-01. We have reviewed the documents concerning the noted Plan and have no comments or concerns at this time.

Our preliminary review considers issues affecting Hydro One's 'High Voltage Facilities and Corridor Lands' only.

For proposals affecting 'Low Voltage Distribution Facilities' please consult your local area Distribution Supplier.

To confirm if Hydro One is your local distributor please follow the following link:  
<http://www.hydroone.com/StormCenter3/>

### **Elexicon**

Further to the referenced File # SW-2022-01, Z-02-22, subject to the caveats set out in this letter, Elexicon Energy Inc. has no objection to the proposed Site Plan Application to permit the development of 860 to 965 residential units on subject lands.

The applicant or its authorized representative shall consult with Elexicon Energy Inc. concerning the availability of supply voltage, service location, metering, costs and any other details. These requirements are separate from and in addition to those of the ESA. Elexicon Energy Inc. will confirm the characteristics of the available electrical supply and will designate the location of the supply point to the applicant. Elexicon Energy Inc. will also identify the costs that the applicant will be responsible for.

In some cases, an expansion of Elexicon's distribution system (as such term is defined in the Distribution System Code issued by the Ontario Energy Board) will be required in order to be able to connect the customer to Elexicon's distribution system. When an expansion is necessary, the Distribution System Code requires that a distributor perform an economic evaluation to determine if the future revenue from the customer(s) will pay for the capital cost and on-going maintenance costs of the expansion project. If a shortfall between the present value of the projected costs and revenues is calculated, the distributor may propose to collect all or a portion of that amount from the customer(s). The evaluation is basically a discounted cash flow calculation that brings all costs and revenues to their net present values. This model, in general, follows the methodology, the set of common elements and related assumptions provided in Appendix B of the Distribution System Code. Elexicon will provide an Offer to Connect once an official request for electric services is received.

The applicant or its authorized representative shall apply for new or upgraded electric services and temporary power service in writing. The applicant is required to provide Elexicon Energy Inc. with sufficient lead-time in order to ensure:

- a) The timely provision of supply to new and upgraded premises; and/or
- b) The availability of adequate capacity for additional loads to be connected in the existing premises

For all future applications and related correspondences kindly forward digital copies to: [DevelopmentApplications@elexiconenergy.com](mailto:DevelopmentApplications@elexiconenergy.com)

### **Bell Canada**

We have reviewed the circulation regarding the above noted application. The following paragraphs are to be included as a condition of approval:

### Bell Canada Condition(s) of Approval

1. The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
2. The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

Upon receipt of this comment letter, the Owner is to provide Bell Canada with servicing plans/CUP at their earliest convenience to [planninganddevelopment@bell.ca](mailto:planninganddevelopment@bell.ca) to confirm the provision of communication/telecommunication infrastructure needed to service the development.

It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure.

If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.

To ensure that we are able to continue to actively participate in the planning process and provide detailed provisioning comments, we note that we would be pleased to receive circulations on all applications received by the Municipality and/or recirculations.

If you believe that these comments have been sent to you in error or have questions regarding Bell's protocols for responding to municipal circulations and enquiries, please contact [planninganddevelopment@bell.ca](mailto:planninganddevelopment@bell.ca) directly.

We note that WSP operates Bell Canada's development tracking system, which includes the intake and processing of municipal circulations. However, all responses to circulations and requests for information, such as requests for clearance, will come directly from Bell Canada, and not from WSP. WSP is not responsible for Bell's responses and for any of the content herein.

### **Rogers Communications**

Rogers Communications Canada Inc. ("Rogers") has reviewed the application for the above Subdivision and has determined that it intends to offer its communications services to residents of the Subdivision. Accordingly, we request that municipal approval for the Subdivision be granted subject to the following conditions:

1. The Owner shall agree in the Subdivision Agreement to (a) permit all CRTC-licensed telecommunications companies intending to serve the Subdivision (the "Communications Service Providers") to install their facilities within the Subdivision, and (b) provide joint trenches for such purpose.
2. The Owner shall agree in the Subdivision Agreement to grant, at its own cost, all easements required by the Communications Service Providers to serve the

Subdivision, and will cause the registration of all such easements on title to the property.

3. The Owner shall agree in the Subdivision Agreement to coordinate construction activities with the Communications Service Providers and other utilities, and prepare an overall composite utility plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.
4. The Owner shall agree in the Subdivision Agreement that, if the Owner requires any existing Rogers facilities to be relocated, the Owner shall be responsible for the relocation of such facilities and provide where applicable, an easement to Rogers to accommodate the relocated facilities.
5. In addition, we kindly request to, where possible, receive copies of the following documents:
  - a. the comments received from any of the Communications Service Providers during circulation;
  - b. the proposed conditions of draft approval as prepared by municipal planners prior to their consideration by Council or any of its committees; and,
  - c. the municipal planners' report recommending draft approval before it goes to Council or any of its committees.

### **Enbridge Gas Distribution Inc.**

Enbridge Gas does not object to the proposed application(s) however, we reserve the right to amend or remove development conditions. This response does not signify an approval for the site/development.

Please always call before you dig, see web link for additional details:

<https://www.enbridgegas.com/safety/digging-safety-for-contractors>

The applicant shall use the Enbridge Gas Get Connected tool to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping and/or asphalt paving.

[https://enbridge.outsystemsenterprise.com/GetConnected\\_Th/Login2?OriginalURL=https%3A%2F%2Fenbridge.outsystemsenterprise.com%2FGetConnectedApp\\_UI%2F](https://enbridge.outsystemsenterprise.com/GetConnected_Th/Login2?OriginalURL=https%3A%2F%2Fenbridge.outsystemsenterprise.com%2FGetConnectedApp_UI%2F)

If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phased construction, all costs are the responsibility of the applicant.

In the event that easement(s) are required to service this development, and any future adjacent developments, the applicant will provide the easement(s) to Enbridge Gas at no cost.

### **Ministry of Transportation**

The subdivision is within MTO's Permit Controlled Area and there fore will require a full review and permits. More fulsome comments shall be submitted to the Municipality after a full review has been conducted.

General comments are as follows:

- The subject site is within MTO's Permit Control Area and as such, MTO Site Plan Approval and an MTO Permits will be required prior to any construction activities.
- A 14m minimum setback is required from the Provincial Highway lands & associated service roads property line. The current ROW as well as a 14m MTO setback should be clearly labeled on all drawings that will be provided for ministry's review and comments.
- Please be aware that no feature, amenity or operational arrangement (such as, but not limited to, fire-routes, emergency access/exits, parking, loading docks, access to loading docks, storm-water management ponds) that is required by by-law or is essential to the viability of this site, should be located within the setbacks. Furthermore, only the surplus parking (excess of the Municipal's minimum parking requirement under the Zoning Bylaw) can be located within the 14m MTO setback, but must be setback a minimum of 3m from the Provincial Highway lands property line. All required and surplus parking must be clearly indicated on the SP.
- Requirements for fencing include (but are not limited to) erecting fencing along the MTO right-of-way at 0.3m into the MTO ROW. And MTO Encroachment permit is required for this work and it should follow OPSD 972.130 (Chain Link Fence with Top-Wire).
- As part of the review and approval process the applicant will be required to submit copies of a detailed Site Plan, Master SWMR, Site Servicing and Grading Plans prepared by a Licensed Professional Engineer.
- MTO requires Master Traffic Impact Study that complies with the Guidelines set forth in MTO's Guidelines for Traffic Impact Statements. As this area is being intensified, particular adherence to Part 2 – Multiple Development Traffic Impact Studies Information should be followed.
- Please have the proponent confirm the reports have been carried out by RAQS approved contractors/consultants. All works within the Provincial right-of-way shall be carried out by RAQS qualified contractors

Please note that ministry requires all drainage submissions to be also provided electronically. Regarding acceptable electronic transfer of files to MTO, the following applies:

- Format – PDF
- Currently electronic files can be sent in:
  - Using an FTP (File Transfer Protocol) website.

Using E-mail, if the file is small enough, it can be e-mailed. (Zipped documents are acceptable)

Please be aware that MTO has the right to request a more detailed (Master) Traffic Impact Study should the brief/letter be deemed insufficient upon review.

- Any noise mitigation is the responsibility of the land-owner which includes the design and implementation. The Ministry will not be held liable for noise attenuation next to the highway which also includes its maintenance and upkeep.
- The proponent is required to submit a copy of the Photometric Lighting Plan (in metric LUX units) for MTO review and approval. The plan must illustrate proposed lighting and any light spillage on the Provincial Highway lands & associated service roads ROW.
- All plans and reports must be stamped and signed and circulated to the MTO through municipal site plan application process for a formal review and comments.
- The Applicant should be advised that they cannot apply for the MTO Permit until the Site Plan has been approved by MTO and the Municipality.
- MTO Sign Permits will be required for any new signage visible from Provincial Highway lands & associated service roads.
- Applicant must apply online through the link below once clearance letter is issued: <https://www.hcms.mto.gov.on.ca/>
- Please note, all plans and reports must be stamped and signed.
- Further information regarding requirements for our Building and Land Use Permit Applications, and Sign Permit Application requirements is also available from our office by contacting Arie Kolet, the Corridor Management Officer for this area, included in this email, and he can be reached at (416) 833 9487.

MTO has reviewed the file and can provide the following Conditions of Subdivision to be included in the Subdivision Agreement. MTO will clear the conditions based on a review of the completed documents and work as described below.

### **Stormwater Management Plan/Report**

That prior to final approval, the owner shall submit to the Ministry of Transportation for their review and approval, a copy of a Storm Water Management Report indicating the intended treatment of the calculated runoff.

### **Traffic Impact Study**

Prior to final approval, the owner must submit to the Ministry of Transportation for their review and approval, a copy of a Traffic Impact Study (report/analysis/assessment) indicating the anticipated traffic volumes and their impact upon the Highway 12.

MTO Traffic Office has specified that the following intersections/interchanges be reviewed:

- Highway 12 at Thickson Rd.
- Highway 12 and Columbus.
- Brawley Rd. at Highway 12.
- Highway 407 at Baldwin St. interchange.
- Highway 407 at Thickson Rd. interchange.

**Legal Agreement**

That prior to final approval, the owner shall enter into a legal agreement with the Ministry of Transportation whereby the owner agrees to assume financial responsibility for the design, construction and installation of all necessary associated highway improvements in the case where improvements to the Provincial Highway Network are identified.

**Oshawa Executive Airport**

Oshawa Executive Airport advised that the subject lands are outside of the Transport Canada Oshawa Executive Airport Zoning Area.

## Attachment #9

### Conditions of Draft Plan Approval

#### DEV-02-22 (SW-2022-01 and Z-02-22)

1. The Subdivider shall prepare the final plan and shall include a land use table on the basis of the approved draft plan of subdivision, prepared by Malone Given Parsons, identified as file number 17-2657, dated May 10, 2024, which illustrates 510 - 615 single detached units, 350 townhouse units, school blocks, park blocks, stormwater management blocks, Natural Heritage System blocks, walkway blocks, maintenance block road widenings, and roads.
2. The Subdivider shall name road allowances included in this draft plan to the satisfaction of the Region of Durham and the Town of Whitby.
3. The Subdivider shall submit plans showing the proposed phasing to the Region for review and approval, if this subdivision is to be developed by more than one registration.
4. The Subdivider shall grant to the Region, any easements required to provide Regional services for this development. The easements shall be in locations and of such widths as determined by the Region.
5. The Subdivider shall provide for the extension of such sanitary sewer and water supply facilities which are external to, as well as within, the limits of this plan that are required to service this plan. In addition, the Subdivider shall provide for the extension of sanitary sewer and water supply facilities within the limits of the plan which are required to service other developments external to this subdivision. Such sanitary sewer and water supply facilities are to be designed and constructed according to the standards and requirements of the Region of Durham. All arrangements, financial and otherwise, for said extensions are to be made to the satisfaction of the Region of Durham, and are to be completed prior to final approval of this plan.
6. Prior to entering into a Subdivision Agreement, the Region of Durham shall be satisfied that adequate water pollution control plant and water supply plant capacities are available to the proposed subdivision.
7. The Subdivider shall satisfy all requirements, financial and otherwise, of the Region of Durham. This shall include among other matters, the execution of a Subdivision Agreement between the Subdivider and the Region concerning the provision and installation of sanitary sewers, water supply, roads and other Regional services.
8. The Subdivider shall, to the satisfaction of the Region, revise the draft plan of subdivision based on the final Brooklin Major Roads Environmental Assessment



with respect to all matters addressed therein, as may be required by the Region, including any impacts on sanitary sewerage, water supply, Regional roads and stormwater management facilities servicing Regional roads.

9. The Subdivider shall convey to the Region of Durham sufficient road widening of 20 metres measured from centre of the original road allowance, free and clear of all encumbrances, to allow 40 metres overall or 20 metres from the existing centreline of road, with the registration of the plan.
10. The Subdivider conveys a sight triangle of 15m x 10m at the intersection of Thickson Road North and Street B.
11. Prior to the finalization of this plan of subdivision, the Subdivider must provide satisfactory evidence to the Regional Municipality of Durham in accordance with the Region's Soil and Groundwater Assessment Protocol to address site contamination matters. Such evidence may include the completion of a Regional Reliance Letter and Certificate of Insurance. Depending on the nature of the proposal or the findings of any Record of Site Condition (RSC) Compliant Phase One Environmental Site Assessment (ESA), an RSC Compliant Phase Two ESA may also be required. The findings of the Phase Two ESA could also necessitate the requirement for an RSC through the Ministry of the Environment, Conservation and Parks accompanied by any additional supporting information.
12. The Subdivider shall agree in the Town of Whitby Subdivision Agreement to implement the recommendation of the report, entitled "Environmental Noise Assessment - Revised" prepared by YCA Engineering dated February 2024, which specifies noise attenuation measures for the development. The measures shall be included in the Subdivision Agreement and must also contain a full and complete reference to the noise report (i.e. author, title, date and any revisions/addenda) and shall include warning clauses identified in the study.
13. That prior to any on-site grading, construction or final approval of the plan, the Subdivider shall submit to and obtain approval from Central Lake Ontario Conservation Authority for reports and plans describing the following:
  - a) The intended means of conveying stormwater from the site, consisting of stormwater techniques which are appropriate and in accordance with provincial guidelines as well as in conformity with the recommendations found within the CLOCA Technical Guidelines for Stormwater Management Submissions and the Brooklin Secondary Plan Sub-Area Study 3A.
  - b) The intended means to maintain appropriate water balance for the subject lands and to the adjacent hydrologic features (eg. wetlands, headwater features, watercourses) as part of this development. This includes confirmation that commitment to infiltration targets assigned to school and

park blocks have been accepted by the School Board and the Town of Whitby respectively.

- c) The intended means to design, install, access, maintain and monitor any proposed Low Impact Development (LID) measures as part of this development. This includes the completion of in-situ infiltration testing and seasonal high groundwater monitoring in the location of the proposed facilities to ensure that they will function as designed.
  - d) The intended means whereby erosion and sedimentation and their effects will be minimized on the site during and after construction, in accordance with provincial guidelines. The report must outline all actions to be taken to prevent an increase in the concentration of suspended solids in any water body because of on-site, or other related works.
14. That the Subdivider agree that Restoration Planting Plans will be provided and approved by the Town and Central Lake Ontario Conservation Authority for lands within Natural Heritage System Blocks 81, 82, and 83 to restore any disturbed areas and advance the establishment of native species within all former agricultural fields and buffer areas adjacent to natural hazard lands and related features. Included in this Plan will be details on wetland creation and restoration required as part of approved wetland removals.
  15. That the Subdivider shall agree within the Subdivision Agreement to erect a permanent fence between the boundary of Blocks 81, 82 and 83 and any residential lands, to prevent any direct entry of landowners/occupants from private lands into these Blocks. Any associated development agreement shall include provisions to prohibit private gates being installed through this fence.
  16. That the Subdivider agree to complete a Trail Impact Study to identify any negative impacts and mitigation required related to any trail design and locations proposed through Blocks 81, 82 and 83 to the satisfaction of the Town and Central Lake Ontario Conservation Authority.
  17. That the Subdivider shall agree to dedicate all Blocks containing Natural Hazard Land to an appropriate public body.
  18. The Subdivider shall obtain all necessary permits from Central Lake Ontario Conservation Authority required through Ontario Regulation 41/24, or any successor regulations made under the *Conservation Authorities Act*.
  19. The Subdivider shall satisfy all financial requirements of the Central Lake Ontario Conservation Authority. This shall include Application Processing Fees and Technical Review Fees owing as per the approved Authority Fee Schedule.
  20. The subdivision agreement between the Subdivider and the Town of Whitby shall contain, among other matters, the following provisions:

- a) The Subdivider agrees to carry out the works referred to in Conditions 14 to 18 to the satisfaction of the Central Lake Ontario Conservation Authority.
  - b) The Subdivider agrees to maintain all stormwater management and erosion and sedimentation control measures operating and in good repair during the construction period, in a manner satisfactory to the Central Lake Conservation Authority.
  - c) The Subdivider agrees to advise the Central Lake Ontario Conservation Authority 48 hours prior to commencement of grading or the initiation of any on-site works.
21. The Subdivider shall agree that prior to final approval, the Subdivider shall submit to the Ministry of Transportation for their review and approval, a copy of a Storm Water Management Report indicating the intended treatment of the calculated runoff.
22. The Subdivider shall agree that prior to final approval, the Subdivider shall submit to the Ministry of Transportation for their review and approval, a copy of a Traffic Impact Study (report/analysis/assessment) indicating the anticipated traffic volumes and their impact upon the Highway 12. The following intersections/interchanges shall be included in the review:
- Highway 12 at Thickson Road
  - Highway 12 and Columbus Road
  - Brawley Road at Highway 12.
  - Highway 407 at Baldwin Street interchange
  - Highway 407 at Thickson Road interchange
23. The Subdivider shall agree that prior to final approval, the Subdivider shall enter into a legal agreement with the Ministry of Transportation whereby the Subdivider agrees to assume financial responsibility for the design, construction and installation of all necessary associated highway improvements in the case where improvements to the Provincial Highway Network are identified.
24. That the Subdivider agrees to set aside, within the subject plan, Block 74, for public elementary school purposes and Block 73, for public secondary school purposes.
25. That the Subdivider and the Durham District School Board enter into an agreement for the acquisition of Block 74 for public elementary school purposes and Block 73, for public secondary school purposes.

26. That the Subdivider submit plans indicating existing and proposed grades, drainage and servicing for approval by the Durham District School Board for all lots, blocks, easements and roads abutting Block 74 and Block 73.
27. That the Subdivider provide the Durham District School Board with a report detailing the soil bearing capacity and composition of soils within Block 74 and Block 73, prior to the registration of Phase 1 of the development. Specifically, the report will detail the chemical composition of soils and the presence of methane and/or radon gas within Block 74 and Block 73.
28. That any filling conducted within Block 74 and Block 73 meet the Durham District School Board criteria for soil bearing capacity and be approved by the Durham District School Board soils engineer.
29. That the Subdivider rough grade Block 74 and Block 73 to the satisfaction of the Durham District School Board.
30. That the Subdivider agrees to bring all municipal services and connections to the edge of Block 74 and Block 73, along the street and submit drawings to the Durham District School Board for approval.
31. That the Subdivider agrees to install a 1.8 metre chain link fence of standard school construction (number 9 gauge) along the perimeter of Block 74 and Block 73 where it abuts proposed existing residential lands (lots or blocks), and/or any other proposed or existing land use, except for active municipal parkland.
32. That the following "Notice to Parents" be inserted in all agreements of purchase and sale between the Subdivider and all prospective homebuyers...  
  

"Students from the development may have to attend existing schools. Although a school site has been reserved within this plan of subdivision, a school may not be constructed for some time, if at all, and then only if the Durham District School Board receives funding for the construction of this required school."
33. That the Subdivider agrees to post in the sales office, or provide a copy to potential homebuyers, of the standard Durham District School Board approved "Notice to Parents".
34. The Subdivider shall convey the following to the Town:
  - a. Block 75 for Local Park;
  - b. Blocks 76, 77 and 78 for Parkettes/Trail Heads;
  - c. Blocks 79 and 80 for Stormwater Management Facilities (SWMF);
  - d. Blocks 81 to 83 for Natural Heritage Systems;

- e. Blocks 84 to 90 for Walkways;
  - f. Block 92 to 97 for Road Widening; and,
  - g. Block 98 to 100 for Municipal Use/Grading.
35. The Subdivider shall implement all changes to the plan for registration resulting from recommendations and findings of the Brooklin North Major Roads Environmental Assessment (BNMREA) and Active Transportation Plan including but not limited to the final right-of-way widths, alignments, and horizontal and vertical designs of Street 'A;'
36. The Subdivider shall be responsible for sidewalk and/or multi-use path installation in the following locations:
- a. 3.0m wide multi-use path on the west side and 1.8m wide concrete sidewalk on the east side of Street 'A' except along Block 75 Local Park where a 2.5m wide concrete sidewalk is required;
  - b. 3.0m wide multi-use path on the south side and a 1.8m wide concrete sidewalk on the north side of Street 'B';
  - c. 2.5m wide concrete sidewalk on the west side and 1.8m wide concrete sidewalk on the east side of Street 'C';
  - d. 2.5m wide concrete sidewalk on the east and north sides of Streets 'D'/'J' along the school block frontage and 1.8m wide concrete sidewalk on the other side;
  - e. 2.5m wide concrete sidewalk on the north side and 1.8m wide concrete sidewalk on the south side of Street 'E';
  - f. 2.5m wide concrete sidewalk on the south side along the local park frontage and 1.8m wide concrete sidewalk on the north side of Street 'T';
  - g. 2.5m wide concrete sidewalk on the north side along the local park frontage and 1.8m wide concrete sidewalk on the south side of Street 'U';
  - h. 2.5m wide concrete sidewalk on the west side and 1.8m wide concrete sidewalk on the east side of Street 'V'; and;
  - i. 1.8m wide concrete sidewalk on both sides of all other streets including cul-de-sacs.

Further review and consideration of sidewalk placement is required and will be addressed through detail design/engineering.

37. The Subdivider shall be financially responsible for the reconstruction and urbanization of the south side of existing Brawley Road along the development frontages to a Type 'A' Arterial Town standard or as required to service the needs of the proposed development, from Thickson Road to Street 'A' to the satisfaction of the Engineering Services.

Grading match along the ROW limit to be based on the ultimate cross-section and boulevard grading. If required to address construction staging and timing, interim grading and drainage conditions that match existing, along the external road frontages, can be considered.

38. The Subdivider shall be responsible for intersection controls at Street 'B'/Thickson Road and Street 'P'/Thickson Road to the satisfaction of the Town of Whitby and the Region of Durham. If required, the Subdivider shall be responsible for implementing any plan changes associated with the final acceptable intersection control designs.
39. The Subdivider shall ensure that Street 'P' at Thickson is aligned with any future street on the west side (i.e., 7510 and 7570 Thickson).
40. The Subdivider shall be responsible for maintaining the existing Town roads in an acceptable condition throughout the duration of construction and/or until such time as the Town roads are reconstructed. The Subdivider may be required to provide the Town with securities to ensure roads are maintained to the Town's satisfaction. This is to be reviewed further when information regarding the timing of construction of both the subdivision development and the reconstruction of the Town owned road(s) is known.
41. The Subdivider shall address the comments provided in a separate memo from Transportation Services dated April 15, 2024 (Attachment 2.0) prior to detailed design.

As part of the revised TIS, it shall be demonstrated that all road allowance widths, centreline radii, streetline radii, curb lines (at bends, cul-de-sacs and intersections with angles less than 90 degrees), tangents, intersection angles/skew, visibility triangles and driveway locations (at bends and intersections) are in conformance to street classifications, Transportation Association of Canada (TAC) guidelines and Town of Whitby Design Criteria and Engineering Standards.

Sightline analysis must also be provided at all skewed intersections.

The Subdivider shall be responsible for implementing any design elements and/or changes to the plan for registration required to address any sightline and/or alignment concerns.

42. The Subdivider shall provide a permanent emergency access for Street 'Q' as per the Town's criteria to the satisfaction of Fire Services.

43. The Subdivider shall provide a Traffic Management Implementation Plan and shall be responsible for providing both temporary and permanent signage and pavement markings for the development.
44. The Subdivider shall provide a composite Traffic Calming Plan for all roads in the plan that includes, but is not limited to, area specific speed limits, speed humps, and raised intersections, for review and acceptance by the Director of Engineering Services.
45. The Subdivider shall provide a Construction Management Report and Plan(s) to the Town's satisfaction that includes, but is not limited to, a neighborhood communication strategy, construction traffic route, schedule and mud and dust control best management practices.
46. The Subdivider shall provide a revised Environmental Constraints Plan (ECP) showing development limits along Natural Heritage System (NHS) areas. The development limits shall be based on environmental features/constraints, including a floodline and shall be established using all applicable environmental buffers/setbacks. The ECP shall include a Town's 6.0m wide access corridor which must be located outside of all environmental features, including the 100-year floodline. The corridor shall not contain any new plantings and shall be accessible for Towns' service vehicles.  
  
Any change to the lot lines adjacent to the NHS (i.e., development limit) must be reflected in the Draft Plan (DP) prior to final approval.
47. The Subdivider shall provide a Water Well Interference Report, separately or as a part of a Hydrogeological Report, to the satisfaction of the Director of Engineering Services. The Report shall review the potential impacts of development activities on existing water wells, within the zone of influence, as determined by the Qualified Person, with a minimum distance of 250m from development limits. The Water Well Interference Report shall include, but is not limited to, a pre-construction survey of the existing water wells, a potential impact analysis through the construction phase and recommendations/remediation plans to address any concerns that may arise as a result of construction stage works.
48. Northern lots on Block 1 affected by the temporary cul-de-sac shall be placed on hold until such time as the adjacent development land to the north is developed.
49. The Subdivider agrees that if at the time of detailed design, should the final roundabout designs identify need for additional property requirements, the Subdivider shall adjust property lines accordingly. Roundabout design shall be based on minimum diameter and minimum boulevard width as outlined by the Town.
50. Due to the nature and design of the proposed neighbourhood roundabouts, driveway access may be restricted for some of the lots and units within the limits

of the splitter islands. Purchase and sale agreements for the affected lots and units shall contain a warning clause to this effect to be registered on title.

51. The infiltration chambers proposed within Park Block 75 are to be designed to meet all relevant Town, CLOCA and MOECP criteria. Any change to the design that may affect the layout of the chamber system is subject to Community Services acceptance with respect to the overall park design and fitment.
52. Block 26 shall be placed on hold until such time as the Town is in receipt of a satisfactory park design for Block 75 and the infiltration chamber design has been sized to suit. Should modifications to SWM block 80 be required to properly treat additional storm flows from the site based on the final infiltration chamber design, a portion, or all of, the lands from Block 26 shall be conveyed by the Subdivider to the Town (SWM Block 80) to suit the final required SWM facility design.
53. SWM Blocks 79 and 80 shall be sized to accommodate all Town of Whitby, Central Lake Ontario Conservation Authority (CLOCA) and Ministry of the Environment, Conservation, and Parks (MECP) design elements/features, including but not limited to, emergency spillway, sediment drying area, maintenance roads, access and turn around provision, forebay length, length to width ratios, maximum side slopes and cooling trenches and / or wetland pockets at the outfall.  
  
Pond sizing shall also include drainage areas for the ultimate improvements and urbanization of external roads that are tributary to the site.  
  
At the time of detailed engineering design, should review of the SWM Facility show that the block has been undersized, the Subdivider shall revise the plan to increase the block size accordingly.
54. The Subdivider shall implement all recommended noise control measures identified in the Environmental Noise Assessment report and revise the plan as required to accommodate recommended noise control measures prior to registration.
55. All non-regulatory fencing and acoustic barriers shall be installed wholly on private property and all operation and maintenance of said fencing shall be the responsibility of the private property owners.
56. The Subdivider shall construct all required black vinyl chain link fences to delineate Town blocks and open spaces from private property shall be designed and constructed in accordance with the relevant engineering standards. Fencing for school blocks to be as per the appropriate school board requirements.
57. The Subdivider shall ensure all private properties are protected from flooding limits at low points and points of major system flow convergence along the



municipal road system. If required, the plan for registration shall be revised accordingly to provide said flood protection.

58. The Subdivider shall be responsible for providing service connections and a suitable storm drainage outlet for flows associated with Park Block 75 if required and to the satisfaction of Engineering Services and the Community Services Department.
59. The Subdivider shall provide preliminary driveway layouts for Blocks 64, 67 and 68 along the laneway +/- 90° bends to confirm adequate driveway spacing (refer to Standard 411). The plan for registration must be revised to accommodate any required changes.
60. All window streets shall be designed such that they provide for positive boulevard drainage to their respective roadways, while complying with minimum and maximum boulevard grade criteria. Any grade difference between window streets and adjacent roads shall be addressed through the use of maximum 3:1 sloping within a buffer block between the two (2) rights-of-way. Buffer blocks shall also be sized to accommodate any grading requirements to facilitate sidewalk connections to the adjacent street.
61. Construction phasing of the development shall be to the satisfaction of the Engineering Services and shall consider adjoining developments and provide for upstream and downstream road and servicing connectivity.
62. The Subdivider shall provide a detailed engineering submission in accordance with Sections A2.00 and A3.00 of the Town of Whitby's Engineering Design Criteria. The engineering drawings must be set up as per the Town's CAD layering standards and object data requirements set out in Appendix A of the Design Criteria. The engineering submission will not be provided final acceptance until it is confirmed that the drawing set-up conforms to this requirement.
63. The Subdivider shall confirm the details of all existing above and below grade infrastructure relevant to the proposed design. Existing details shall be confirmed in the field by a method determined by the Subdivider's consulting engineer in consultation with the Town. Acceptable methods include, but are not limited to, topographical surveys, locates, measure downs, sub-surface utility engineering (SUE) investigation Quality Level A (QL-A), also referred to as daylighting, to determine horizontal and vertical location. The Subdivider further acknowledges that any as-built information provided by the Town is for informational purposes only.
64. All plan and profile drawings shall indicate the seasonal high water table elevation and the corresponding Minimum Basement Elevation, all to be confirmed by Hydrogeological Consultant and accepted by Central Lake Ontario

Conservation Authority (CLOCA). The Subdivider shall protect all proposed private dwellings from the seasonal high-water table where applicable.

65. The Subdivider shall be responsible for all hydro poles, luminaries and hydro requirements for this proposed subdivision and shall enter into a separate agreement with Elexicon accordingly.
66. The Subdivider shall provide the Town with a full electrical design (i.e., primary, secondary and streetlight design) for this development. All aspects of the secondary electrical design and street light design will be peer reviewed by the Town. The Subdivider will be financially responsible for the peer review cost including a 15 percent administrative fee. The street lighting design shall comply with the latest version of the RP-8 Roadway Lighting Design standard and shall utilize LED technology.
67. Any concerns raised through future re-submissions of the Geotechnical and Hydrogeotechnical Reports for the site shall be addressed by the Subdivider to the satisfaction of Engineering Services. This includes, but is not limited to, long term slope stability, confirmation of design parameters and preliminary layout for LID measures (proposed infiltration trenches), proposed stormwater management pond elevations relative to groundwater levels and the need/thickness of the impervious membrane or synthetic clay lining, foundation construction requirements and recommended measures for Best Management Practices for municipal servicing construction. The plan must reflect changes required in this regard prior to registration.
68. The Subdivider shall provide an assessment of dead, dying, diseased and/or over mature trees along the edge of the natural areas for pruning or topping purposes to address safety and liability concerns. The report must include details for the protection, enhancement, and edge management of the retained vegetated areas. All hazards, debris, or garbage shall be removed prior to the registration of the plan.
69. The Subdivider shall implement a pre-construction survey/assessment, including a vibration monitoring program within the vibration zone of Influence (ZOI), on any adjacent buildings/structures/properties that may be affected by the construction activity, prior to commencing construction. The assessment shall be completed by a qualified person (QP) to the satisfaction of the Town and shall be provided to the Town prior to construction. Any waiving of this requirement shall be at the sole discretion of the Director of Engineering Services of the Town of Whitby.
70. The Subdivider shall provide the Town with a deposit for any necessary peer review costs with the amount to be determined at time of first peer review. The Town will administer payments to any Peer Review Consultant(s) and provide milestone billings back to the Subdivider. The Town may request additional deposits for the Peer Review funds if required. At the time of issuance of full

engineering approvals, any remaining deposit will be returned to the Developer. This condition will be superseded at such time as the Town has a Peer Review By-law in place.

71. The Subdivider shall be responsible to enter into a separate agreement(s) with benefitting parties, to which the Town is not a party, to address cost sharing for external services and/or the oversizing of services if required.
72. The Subdivider shall provide a copy of the approved individual lot grading plan (i.e., siting) to each lot purchaser prior to closing.
73. The Subdivider shall agree to implement the recommendations of all reports submitted in support of the application.
74. The Subdivider shall be responsible for satisfying any additional requirements identified by the Engineering Services not specifically listed above.
75. The Subdivider shall satisfy their obligations related to parkland dedication as required in a Brooklin Master Parks Agreement or other arrangement to the satisfaction of the Town. Parkland dedication will be calculated at a rate in accordance with the Town's Parkland Dedication By-Law and the Planning Act.
76. The Subdivider shall convey Block 75 at a minimum size of 1.44 hectares to the Town, free and clear of all costs and encumbrances to the satisfaction of the Senior Manager of Parks Planning and Development, upon registration of the subdivision.
77. The Town will consider the provision of a stormwater infiltration system within the park block if it cannot be accommodated elsewhere within the development such as within designated SWM Blocks, rear yard infiltration trenches, or open spaces, and it supports the achievement of highest tier of the Whitby Green Standards by providing a significant increase to the infiltration capacity for the development.
78. The parkland credit for any area of the park block encumbered by stormwater facilities, including the excavation setback zone, may be reduced at a rate determined by the Town and based on the detailed design and impact to the lifecycle of the park to the satisfaction of the Senior Manager of Parks Planning and Development. Encumbered parkland will only be accepted if it does not negatively influence the optimal park design, to the satisfaction of the Senior Manager of Parks Planning and Development.
79. Prior to acceptance of any stormwater management facilities within the park block and prior to approval of the detailed servicing and grading plans, the subdivider shall prepare detailed park design and grading plans, prepared by a qualified landscape architect, that achieve the Town's park design and lifecycle criteria, outlined below, to the satisfaction of the Senior Manager of Parks Planning and Development.

80. The Subdivider shall submit a detailed park design and grading plans and supporting documentation addressing the following park design and lifecycle criteria, to the satisfaction of the Senior Manager of Parks Planning and Development:

- a) The proposed shape, orientation and size of the footprint of the underground stormwater facility be reconfigured and/or reduced to accommodate the Town's required park facilities and design requirements.
- b) Park facilities and amenities shall include:
  - i. Separated junior and senior playgrounds (minimum combined size of 750m<sup>2</sup>)
  - ii. Two tennis courts (31m x 35m), oriented north-south
  - iii. Multi-skills court (36m x 19m), oriented north-south and setback 40 metres from any residential uses
  - iv. One shade structure (minimum 64m<sup>2</sup>)
  - v. Asphalt walkways (2.5m)
  - vi. Seating/benches
  - vii. Large open lawn area (minimum 2,500m<sup>2</sup>)
  - viii. Tree planting, including continuous perimeter tree planting along all street frontages.
- c) Outline of the stormwater management facility plus the setback for future excavations of the stormwater management structure using a width that is equal to approximately 1.2 times the dimension from surface grade to the underside of the base of the stormwater management structure.
- d) All permanent park structures and trees shall be located outside of the footprint of the stormwater facility, including the excavation setback zone.
- e) Provision of sufficient soil to a minimum depth of 1.5 metres as measured from the top of any granular material to the finished grade of the park.
- f) Demonstrate that no disruption to the ongoing usage of the park facilities by the public will occur based on the preparation of a construction management plan for the lifecycle replacement of the stormwater management facility. The plan should illustrate ongoing park access, tree preservation measures, safety fencing and mitigation of any construction areas, solution to soil storage, construction access/staging, dust control, and any other requirements to the satisfaction of the Town.

81. If the park design and lifecycle replacement criteria cannot be satisfied due to the proposed stormwater encumbrance to the satisfaction of the Senior Manager of Parks Planning and Development, then an alternative stormwater management solution will be required and the subdivider shall be responsible to revise the draft plan of subdivision and engineering documents as necessary to accommodate the stormwater infrastructure elsewhere within the development.
82. Parkette Blocks 76 and 77 identified on the draft plan dated May 10, 2024 will not be eligible for any parkland credit. These blocks shall be revised and renamed to Open Space Blocks 76 and 77 if the intent is to convey these lands to the Town.
83. The Subdivider shall provide grading works, topsoil, and an as-built grading survey, prepared by a qualified person, for all park blocks, to the satisfaction of the Senior Manager of Parks Planning and Development.
84. After completion of park grading works, the subdivider shall provide an as-built grading plan and geotechnical report, prepared by a qualified person, for all park blocks, to the satisfaction of the Senior Manager of Parks Planning and Development.
85. The Subdivider shall provide the following servicing and utility connections to park block 75, to the satisfaction of the Senior Manager of Parks Planning and Development and in accordance with the Town's Design Criteria and Engineering Standards:
  - a) A stormwater catch basin at the low point of each catchment area(s) within the park block.
  - b) A 200 mm sanitary connection extending 1 metre into the park and terminating in a manhole at an elevation flush with the adjacent grades.
  - c) A 50 mm water supply connection with a shutoff valve at the property line and the water line extending 1 metre into the park block and plugged.
  - d) A single-phase electrical connection.
86. The Subdivider agrees to convey all natural heritage blocks (Blocks 81, 82, and 83) to the Town in a physical condition to the satisfaction of the Parks Planning and Development Department, upon registration of the plan of subdivision.
87. The Subdivider shall be responsible for detailed design and construction of the off-road trails within the subject draft plan of subdivision, including Natural Heritage Blocks 82 and 83, to the satisfaction of the Senior Manager of Parks Planning and Design and shall secure any additional permits or approvals at no cost to the Town.

88. All trails, trail crossing, bridges, boardwalks, culverts, structures shall be designed and constructed by the developer at their cost, in accordance to Community Services Department, Parks Development Division requirements.
89. The composite transportation plan shall be revised to identify an off-road trail within Natural Heritage Block 82, which shall run the length of Block 82 and connect from Brawley Road to Block 95. Where the off-road trail runs parallel to the SWM maintenance road within Block 80, the maintenance road shall be utilized for that section of trail.
90. An off-road trail crossing of Tributary B/NHS Block 83 shall be identified on the composite transportation plan from the north termination of the trail within Block 83 to cul-de-sac at the north of Street Q or an alternative location to the satisfaction of the Senior Manager of Parks Planning and Development.
91. The trail design and grading requirement shall include, but are not limited to the following:
- a) Trails to be constructed to details and specifications provided by the Parks Planning and Development Division.
  - b) All trails shall be planned and designed to meet accessibility standards.
  - c) All primary trails shall be planned and designed to a minimum width of 2.5 metres and surfaced in asphalt.
  - d) Trails to be offset a minimum 3 metres from any property line to accommodate grading requirements, a 1.5 metre wide sod mow strip and a 1.5 metre wide planted privacy buffer.
  - e) A minimum 1.5 metre sod mow strip on either side of the trail to enable mowing/maintenance. Mow strip to be sloped at a maximum 25%.
  - f) Trail grades are generally not to exceed 2% cross slope and 5% longitudinal slope unless unavoidable due to existing grades.
  - g) Rest areas and benches are to be provided at a rate of 3 per kilometer of trail.
92. The Subdivider shall prepare an Environmental Impact Study which details all potential impact from the off-road trail works, to the satisfaction of the Town and CLOCA.
93. Prior to registration, the Subdivider shall secure approval of the trail design from CLOCA and any other applicable approval authorities.
94. If it is identified through the detailed design and grading of the trails that additional land is required to accommodate the off-road trail requirements of the

Town and other approval authorities, then the natural heritage blocks and adjacent residential lots shall be adjusted to the satisfaction of the Senior Manager of Parks Planning and Development.

95. The Subdivider shall advise potential purchasers of the location of the proposed park facilities and off-road trails by providing plans, approved by the Senior Manager of Parks Planning and Development, in all sales offices and agreements of purchase and sale for any dwelling units within the draft plan of subdivision.
96. Detailed Subdivider obligations concerning parks and trails development will be included in the associated subdivision agreements based on review of the detailed design and grading plans, to the satisfaction of the Senior Manager of Parks Planning and Development.
97. Prior to execution of the Subdivision Agreement, the subdivider shall provide a Letter of Credit, in an amount to be determined by the Senior Manager of Parks Planning, to secure delivery of base park and off-road trail works.
98. The Subdivider agrees to install a 1.2 metre black vinyl standard park fence where any open space and park blocks abut residential lots.
99. The Subdivider shall be responsible for satisfying any additional requirements identified by Parks Planning and Development not specifically listed above.
100. The Subdivider shall ensure all municipal trees proposed for removal are appraised by an ISA Certified Arborist. The appraisal must be approved by the Town Forestry staff and the Subdivider shall provide cash compensation to the Town of Whitby Tree Reserve in accordance with the approved appraisal.
101. The Subdivider shall provide a Tree Preservation Plan in coordination with an Erosion and Silt Control (ESC) fencing. Once installed, the Tree protection fencing is to be inspected and approved by the Town in advance of any on-site grading works.
102. The Subdivider shall ensure any dead, diseased or hazardous trees adjacent to the proposed development are identified and removed in coordination with the Town Planning and Forestry staff.
103. The Subdivider shall ensure all adjacent boulevards are urbanized, top-soiled, fine-graded, sodded and provided with buffer tree planting.
104. The Subdivider shall provide the Town with a detailed Compensation Planting Plan & NHS Edge Management, Restoration and Enhancement Plan through a revised EIS. Once approved, a cost estimate is to be provided so the Town can secure these works through a Landscape LC.

105. The Subdivider agrees that as soon as grading works are complete and prior to registration of the subdivision, the approved "Restoration Plan" will be implemented and stabilized to the satisfaction of Town of Whitby & CLOCA. Given that access to the proposed restoration areas within the Greenbelt may be restricted once construction of the buildings occurs, it is recommended that implementation occur prior to construction commencing and access to this area be restricted.
106. The Subdivider shall ensure the success and management of the Restoration Plan is monitored for a 3-year period by the Landscape Consultant. Annual inspections with and reporting to both the Town and CLOCA is required during this period.
107. The Subdivider shall ensure that hazardous trees along the edges of the limit of development are identified in advance and wherever adjacent to proposed development; on-site review with staff from the Town's Forestry staff (Operations) and landscape inspection (Planning) is required prior to anticipated removals and throughout the development process.
108. The Subdivider shall convey protected and undevelopable lands to the Town where, in public ownership, the lands will be protected in perpetuity. This includes block 79-83; the Greenbelt lands to the east of the development (Block 82), NHS Blocks 83&81 & SWM Pond Blocks 79&80.
109. The Subdivider shall ensure all black vinyl chainlink fences are designed and constructed in accordance with the relevant Engineering Standards to delineate Town blocks and Open spaces from private property.
110. The Subdivider shall ensure the three (3) Category 2 Butternuts to be removed and harmed will be registered and approved from the Ontario Ministry of Natural Resources and Forests prior to any disturbance.
111. The Subdivider shall consult with Canada Post to determine suitable permanent locations for Community Mail Boxes. The Subdivider will indicate these locations on the appropriate servicing plans.
112. That the Subdivider enter into a Subdivision Agreement for the subdivision, and a future Site Plan Agreement for each block with the Municipality and be responsible for the fees associated with the preparation and registration of the Agreement, including any review required by Legal Services.
113. The required noise mitigation measures and warning clauses shall be included in the Subdivision Agreement and future Site Plan Agreements.
114. The Subdivider shall provide a tree preservation plan and install protective fencing in advance of any on-site grading works.



115. Through the Plan of Subdivision Agreement, the Subdivider shall complete the Whitby Green Standard performance measures as part of the construction of the approved development as detailed in Sustainability Rationale Report submitted by the proponent.
116. That the new home construction be designed to meet the Energy Star standards or equivalent.
117. The Subdivider shall prepare and implement the following reports and plans in accordance with the applicable guidelines to the satisfaction of the agencies noted:

Report	Town	Region	CLOCA
Functional Servicing and Stormwater Management Report	Yes	Yes	Yes
Geotechnical Investigation	Yes	Yes	Yes
Hydrogeological Study	Yes	Yes	Yes
Noise Impact Study	Yes	Yes	-
Phase One Environmental Site Assessment	Yes	Yes	-
Archaeological Assessment	Yes	Yes	-
Sustainability Report	Yes	-	-
Transportation Impact Study	Yes	Yes	-
Trail Impact Study	-	-	Yes

118. The Subdivider shall satisfy all requirements, financial and otherwise, of the Town of Whitby, including among other matters, the execution of a subdivision agreement between the Subdivider and the Town of Whitby concerning the provision and installation of services, drainage and other local services.
119. That the Subdivider covenants and agrees to enter into the cost sharing agreement amongst the benefitting landowners in accordance with Section 11.4.31.5 e) and f) as set out in the Town of Whitby Official Plan and that the Town will clear Condition No. 119 upon receipt of a letter of clearance from the "Trustee" representing the North Brooklin Cost Sharing Agreement.
120. Prior to final approval of this plan for registration, the Town of Whitby shall be advised in writing by:
- a) The Regional Municipality of Durham, how conditions 1 to 12 have been satisfied.
  - b) The Central Lake Ontario Conservation Authority, how conditions 13 to 20 have been satisfied.
  - c) The Ministry of Transportation, how conditions 21 to 23 have been satisfied.

- d) The Durham District School Board, how conditions 24 - 33 have been satisfied.

Note

Please be advised that the approval of this draft plan will lapse three (3) years after the date the plan is draft approved. The approval may be extended pursuant to Section 51(33) of the Planning Act, but no extension can be granted once the approval has lapsed.

If final approval is not given to this plan within three (3) years of the draft approval date, and no extensions have been granted, draft approval will lapse under 51 (32) of the Planning Act, RSO, 1990, as amended. If the owner wishes to request an extension to the draft approval, a written request and explanation must be received by the Commissioner of Planning and Development 120 days prior to the lapsing date. A processing fee in effect at the time of request, shall apply.

## New and Unfinished Business - Planning and Development

Item Number	Description	Resolution	Meeting Date	Due Date	Revised Date	Explanation/Comments
P&D-0004	Automated Speed Cameras on Town Roads	That staff report to Council on the feasibility and cost of adopting an Automated Speed Enforcement program on Town Roads in School Safety Zones and Community Safety Zones.	29 Nov 2021	06 Mar 2023	09 Jun 2025	ASE will be considered through the Traffic Calming Policy. Details from the Region of Durham and area municipalities to support future consideration and help identify cost to implement. Policy and Guidelines are underway with anticipated completion in spring 2025.
P&D-0005	Planning and Development (Engineering Services) Department Report, PDE 02-22 Re: Boulevard Permit Parking Program	That Report PDE 02-22 be referred to Staff to review concerns raised by the Committee.	28 Feb 2022	13 Mar 2023	24 Nov 2025	Boulevard parking will be reviewed and considered as part of the residential parking permit program.
P&D-0007	Thistledown Crescent Emergency Access Review	That Staff be directed to report on the following issues: c. Following the opening of Thistledown Crescent to Taunton Road, the implementation of a monitoring program with 24/7 traffic counter device to obtain traffic data on speed, volumes, and other metrics and report back to Council within one year of the road opening regarding the traffic impacts of the development and whether any additional traffic calming measures are required.	07 Mar 2022	TBD		The road has not been constructed. Monitoring, through Radar Message Boards, and observations will occur following the opening of the roadway. Timing is currently unknown. Date to report back will continue to be delayed until construction/opening is known.

## New and Unfinished Business - Planning and Development

Item Number	Description	Resolution	Meeting Date	Due Date	Revised Date	Explanation/Comments
P&D-0012	PDP 66-22, Planning and Development (Planning Services) Department, Financial Services Department, and Legal and Enforcement Services Department Joint Report Re: Ontario Bill 109, More Homes for Everyone Act, 2022	3. That staff report back to Council following completion of the Development Application Approval Process and Fee Review study regarding any further proposed process and fee changes required to adequately address the impacts of Bill 109.	12 Dec 2022	04 Dec 2023	09 Jun 2025	Report back following completion of DAAP in 2024.
P&D-0019	PDE 05-24, Planning and Development (Engineering Services) Department Report Re: Update Traffic By-law - No Parking on Hunter Street	This item was deferred at the Committee of the Whole meeting on June 10, 2024 to a future meeting to allow Town Staff and affected residents an opportunity to meet and review.	24 Jun 2024	28 Oct 2024	27 Oct 2025	Further delay until planning pre-consultation resolved.
P&D-0021	Memorandum from T. Painchaud, Sr. Manager, Transportation Services, dated September 6, 2024 regarding Whitburn Street, Speed Hump Engagement Results	2. That Staff be directed to report to Council with information about the cost and other implications associated with removing the speed humps, reducing the number of speed humps, and maintaining the speed humps in their current configuration.	09 Oct 2024	24 Feb 2025	09 Jun 2025	An update regarding the Whitburn Street Speed Hump Engagement Results were provided on the September 6, 2024 CII and the September 23, 2024 Committee of the Whole agenda
P&D-0022	PDE 01-25, Planning and Development (Engineering Services) Department Report Re: Garden Street Parking Consideration	That Report PDE 01-25 be referred to Staff to further examine proposed layby and off-street parking options on Garden Street to identify alternative options that may be more cost effective.	24 Mar 2025	09 Jun 2025		

# Town of Whitby Staff Report

[whitby.ca/CouncilCalendar](http://whitby.ca/CouncilCalendar)



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## Report Title: 2024 Annual Investment Report

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**Report to:** Committee of the Whole

**Date of meeting:** May 5, 2025

**Report Number:** FS 15-25

**Department(s) Responsible:**

Financial Services Department

**Submitted by:**

Fuwing Wong, Commissioner, Financial Services & Treasurer

**Acknowledged by M. Gaskell,  
Chief Administrative Officer**

**For additional information, contact:**

Raymond Law, Manager, Development Finance ext. 2909

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### 1. Recommendation:

1. THAT the report FS 15-25 entitled “2024 Annual Investment Report”, be received for information.

### 2. Highlights:

- This annual investment report fulfils the reporting requirements of Ontario Reg 438/97 and that of Corporation of the Town of Whitby (“the Town”) Investment Policy [F 100 Investment Policy](#) (“IPS”)
- The Town's consolidated investments include the short-term portfolio, managed by Town staff, and the long-term portfolio managed by the ONE Joint Investment Board (“ONE JIB”), achieved average returns of 3.84%, which translates to \$21.8 million in investment income from an average consolidated portfolio balance of \$567.5 million. The average returns were:
  - 3.76%, or \$14.5 million for the short-term portfolio; and
  - 4.01%, or \$7.3 million for the long-term portfolio.

- In 2024, in accordance with the Town's interest allocation methodology, earnings were allocated as follows:
  - \$2.4 million to the General Fund; and
  - \$19.4 million to the Trust & Reserves.
- On March 24, 2025, through staff report *FS 07-25 Annual Investment Policy Statement Review and Transition to Outsourced Chief Investment Officer Offering*, Council endorsed an update to the Town's Investment Policy Statement which included ONE JIB's transition of investment portfolios to the Outsourced Chief Investment Officer ("**OCIO**") Offering.
- As of March 3, 2025, the OCIO transition resulted in a net (realized) gain of \$14.4 million on the disposition of investment (in 2025), comprised of:
  - a realized gain of \$18.6 million from the equity funds;
  - offset by a realized loss of \$4.4 million from the bond funds.

### 3. Background:

Section 8 of Ontario Regulation 438/97 and the Town's Investment Policy requires the Treasurer to provide Council an investment report on an annual basis. The investment report shall contain:

- a) a statement about the performance of the portfolio of investments of the municipality during the period covered by the report;
- b) a description of the estimated proportion of the total investments of a municipality that are invested in its own long-term and short-term securities to the total investment of the municipality and a description of the change, if any, in that estimated proportion since the previous year's report;
- c) a statement by the Treasurer as to whether or not, in his or her opinion, all investments are consistent with the investment policies and goals adopted by the municipality;
- d) a record of the date of each transaction in or disposal of its own securities, including a statement of the purchase and sale price of each security; and
- e) such other information that the council may require or that, in the opinion of the Treasurer, should be included.

### 4. Discussion:

The Town's investment objectives are defined in the Town's IPS. At least annually, Council shall review the IPS and update it, if required. This review provides an opportunity to update the Town's investment objectives and risk

tolerances for short-term and long-term investments, accounting for changes in municipal circumstances.

The Town's IPS was significantly updated in 2025 and approved by Council, via [Staff Report FS 07-25, entitled "Annual Investment Policy Statement Review and Transition to Outsourced Chief Investment Officer Offering"](#), on March 24, 2025. The most notable changes the IPS, since the Town's adoption of the Prudent Investor ("PI") standard, include a definition of Restricted Special Assets to include the Town's investment in Elexicon Corporation as Money Not Required Immediately, and the transition to the OCIO Offering for long-term investments.

#### Portfolio Composition

As of December 31, 2024, the Town's portfolio was comprised of 56% short-term and 44% long-term investments.

The short-term portfolio mix consisted of 80% cash and cash equivalents and 20% in Guaranteed Investment Certificates ("GIC"). The Town's long-term portfolio was fully invested in ONE Investment Pooled Funds, comprising 35% equities and 65% bonds.

The following table summarizes the Town's total investment portfolio compositions as of December 31, 2024, and 2023.

	<u>2024</u>	<u>2023</u>
<b>Under 1 month</b>	45%	54%
<b>1 month to 2 years</b>	11%	7%
<b>2 to 5 years</b>	19%	16%
<b>5 to 10 years</b>	14%	13%
<b>Over 10 years</b>	11%	10%

#### Short-Term Investments (Managed by Town Staff)

In accordance with the Town's IPS, short-term investments do not extend beyond 24 months. Short-term investment objectives include cash-flow management and income generation to fund budgetary revenues while prioritizing the preservation of capital, stable returns, and high liquidity. Prior year figures are presented in parentheses for reference.

As of December 31, 2024, the market value of short-term investments was \$252,284,487 (2023 – \$253,474,374), indicating a decrease of \$1,189,887 year-over-year (refer to details in Appendix A).

The Short-term portfolio generated interest income of **\$14.5 million** (2023 – \$14.5 million), resulting in an average annual rate of return of 3.76% (2023 – 3.61%\*).

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\* The 2023 figure has been corrected since last reported.

- Cash on hand at the Royal Bank earned interest of \$7.9 million (2023 – \$5.9 million). The additional interest of \$2.04 million earned compared to fiscal year 2023, despite five interest rate cuts in 2024 that reduced the prime rate from 7.20% to 5.45% by year-end, is mainly attributed to the overall higher year-over-year average balance change of \$35 million.
- Royal Bank GICs with durations of three to six months, totaling \$127 million, matured and generated interest of \$4.2 million. From this amount, the \$100 million principal was reinvested equally in a Royal Bank GIC and a Royal Bank High-Interest Savings Account (“**HISA**”).
- Royal Bank GIC amounting to \$50 million matured on March 25, 2025, and earned interest income totaling \$0.6 million in 2024, resulting in an average rate of return of 4.51%.
- Scotiabank and Royal Bank's HISAs generated interest income amounting to \$1.5 million and \$0.2 million, yielding average rates of return of 6.51% and 3.53%, respectively.
- Meridian BA Savings account earned \$0.1 million in interest with an average rate of return of 2.34% for the fiscal year 2024.

#### Long-Term Investments (Managed by ONE JIB)

In accordance with the Town's IPS, long-term investments are financial securities extending beyond 24 months. Long-term investment objectives include generating returns above inflation to contribute to contingencies, capital projects, unexpected events, and asset management reserves. This growth is maintained through diversified asset mixes while preserving capital and maintaining adequate liquidity.

ONE JIB has prepared an Investment Plan using the long-term investment objectives listed above, which has been established in the Council-approved Investment Policy. The asset mix includes fixed income, equity, and other investments to help balance volatility and returns. Should asset mixes deviate outside the ranges set out in the Investment Plan, they will be rebalanced as soon as practicable.

The Town's Long-term investments as of December 31, 2024 reflect a current market value of \$197,174,017 (2023 – \$183,052,005), representing a net year-over-year increase of \$14,122,012 (see details in Appendix A). This increase is comprised of unrealized gains of \$8.0 million, income distribution of \$6.9 million, quarterly rebates of \$0.2 million, and is offset from the redemption of Scotiabank 5-Year principal protected note (“**PPN**”) of \$1 million



The long-term PI portfolio generated investment income of **\$7.3 million** (2023 – \$6.2 million), resulting in an average annual rate of return of 4.01% (2023 – 3.10%\*).

- ONE Investment Equity accounts have a market value of \$83.7 million (2023 – \$73.3 million) and generated an average rate of return of 4.7%. The Canadian Equity Fund delivered robust returns, generating an average rate of return of 12.31%, amounting to \$2.4 million. In contrast, the Global Equity Fund experienced relatively stagnant performance, earning an average rate of return of 1.39%, equating to \$0.6 million.
- ONE Investment Bond accounts have a market value of \$113.5 million (2023 – \$108.8 million) and achieved a return of 3.5%. The Canadian Corporate Bond Fund, the Canadian Government Bond Fund, and the Global Bond Fund realized average rates of return of 2.79%, 3.28%, and 3.72%, respectively, amounting to \$4.1 million.
- Scotiabank's 5-Year PPN, with a face value of \$1.0 million and held with BMO Nesbitt Burns Inc., was redeemed, resulting in a realized gain of \$0.2 million, representing approximately a 22.8% return.

The Town allocated the total 2024 investment income of \$21.8 million (comprised of \$14.5 million short-term and \$7.3 million long-term) as follows:

- \$2.4 million to the General Fund
- \$19.4 million to Trust and Reserves

#### Compliance with Investment Policy & Municipal Act

- Internal controls established by Financial Services Department staff are an integral component in ensuring that all short-term investment transactions are made in accordance with the Town's IPS.
- Controls include those outlined in the IPS, Financial Services Department investment procedures, and the guidelines established in the code of conduct for each of the Town and ONE JIB. In addition, the Town's investments are reviewed annually by the external auditors.
- In the opinion of the Town's Treasurer, the Town of Whitby's investment portfolio and all investment transactions for 2024 conform to the Town's Council approved IPS, reflecting the short-term and long-term investment objectives and risk tolerances established within. All investments held by the Town during 2024 were either prescribed securities in accordance with Section 418 or invested prudently subject to 418.1 of the Municipal Act,

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\* The 2023 figure has been corrected since last reported.

2001 and were all eligible investments as outlined in Ontario Regulation 438/97.

### 2025 Outlook

- ONE Investment has adjusted its strategy to attract larger municipal investors and enhance its capacity to manage a growing number of portfolios. In support of this objective, ONE Investment introduced the OCIO offerings provided by PH&N (a wholly owned subsidiary of RBC Global Asset Management Inc.) and transitioned the Town to the OCIO model by the end of March 2025. The new model will offer municipalities, including the Town, broader investment options at the same or lower cost. On March 24, 2025, through staff report *FS 07-25 Annual Investment Policy Statement Review and Transition to Outsourced Chief Investment Officer Offering*, Council endorsed this transition.
- As of March 3, 2025, the OCIO transition resulted in an overall net realized gain of \$14 million, which comprises a realized gain of \$18.6 million from the equity funds. This gain is offset by a realized loss of \$4.4 million from the bond funds.
- As of March 6, 2025, the U.S. administration has imposed a 25% tariff on goods imported from Canada that are not covered by the Canada-United States-Mexico Agreement (CUSMA), except for Canadian energy and potash exports, which are subject to a 10% tariff. The financial industry anticipates that the Bank of Canada will continue to lower interest rates throughout 2025, with the rate expected to reach 2.25% by Q4 2025. However, it is predicted that the longer the tariffs remain in effect, the more likely it will be for the Bank of Canada to make more significant decreases to its interest rate to mitigate inflationary pressures. Accordingly, the Town will capitalize on the current market and invest available funds in short-term GICs to achieve a higher return.
- Staff have reviewed the cash-flow requirements for each reserve and reserve fund. The Town's planned infrastructure program will require substantial funding over the next 24 months, including the acquisition of land and the construction of a new fire hall, ongoing construction of the Whitby Sports Complex, the Columbus Road widening project, and the mid-block arterial road projects. As a result, money not required immediately ("**MNRI**") calculations indicate that no further transfers to the long-term Investment portfolio (such as investments with a duration exceeding 24 months) should occur at this time.

## **5. Financial Considerations:**

As noted in the 2025 Outlook, the Town plans to retain more funds in short-term investments for 2025 (with no projected MNRI withdrawal or transfer to ONE JIB

in 2025). Subject to portfolio rebalances recommended by ONE JIB, this strategy should also reduce the Town's need to divest from current long-term investment holdings to meet capital project cash-flow requirements.

The Town's OCIO transition occurred in 2025 and will be part of the Town's "2025 Annual Investment Report" next year which will reflect results for the full-year January 1 to December 31, 2025. However, since the OCIO Transition occurred last month, results on the transition, a net realized gain of \$14 million, is provided in this report. Details of the \$14 million net realized gain are as follows:

- ONE Investment Equity accounts, with a market value of \$84.1 million, achieved a net realized gain of \$18.62 million. Both the Global Equity Fund and Canadian Equity Fund recorded strong returns, generating realized gains of \$12.33 million and \$6.29 million, respectively. From the inception of Prudent Investment on July 2, 2020, to the OCIO Transition on March 4, 2025, the equity funds earned \$30.6 million.
- ONE Investment Bond accounts, with a market value of \$115.2 million, incurred a net realized loss of \$4.4 million. The Global Bond Fund and the Canadian Corporate Bond Fund reported losses of \$5.4 million and \$0.3 million, respectively. In contrast, Canadian Government Bonds recognized a realized gain of \$1.3 million, which slightly mitigated the overall net realized loss in the ONE Investment Bond accounts. Since its inception, the bond funds have generated earnings of \$7.7 million leading up to the OCIO Transition.

Through the PI regime, the Town generated a total income of \$39.6 million from its inception to the OCIO Transition, which includes \$1.3 million from the Prudent Investment HISA. This resulted in an overall internal rate of return of 5.44%.

Structuring the Town's short-term and long-term investment portfolios to match the cash flow requirements of planned capital projects more closely enables the Town to maximize its return on investment. This strategy encourages investment decisions that seek higher-yielding investments with maturity dates that align with projected capital funding requirements, thereby increasing the overall investment income that the Town can earn.

A coordinated effort between Financial Services and departmental business partners is integral to forecasting anticipated cash flows related to capital expenditures. Departments have a better understanding of the timing of their specific revenues and expenditure expectations.

#### OCIO Impact on 2025 and Future Financial Statements:

Historically, the Town's financial statements show long-term investments recorded on a cost basis. This means that market gains or losses are not reflected until the investment is sold (e.g. the cost basis does not reflect "paper

gains” and “paper losses”). The transition to OCIO with PH&N provides access to a broader range of actively traded portfolios. In accordance with the Public Sector Accounting Board regulations, specifically PS 3450 on Financial Instruments, portfolio investments in equity instruments quoted in an active market are required to be measured at fair value. This guidance on fair value measurement will mean that investments shown in the Town’s 2025 and future financial statements will reflect unrealized gains and losses, annually. Accordingly, the Town’s financial position may show material year-over-year fluctuations in alignment with market fluctuations (regardless of investment dispositions in the year).

**6. Communication and Public Engagement:**

Not Applicable

**7. Input from Departments/Sources:**

Not Applicable

**8. Strategic Priorities:**

Not Applicable

**9. Attachments:**

Appendix A – Investment Transactions & Details

Appendix B – ONE Investment Annual Investment Report

### 2024 MATURITIES & REDEMPTIONS

INVESTMENTS	INTEREST RATE	PURCHASE DATE	MATURITY / REDEMPTION DATE	BOOK VALUE	MATURITY VALUE
Scotiabank 5 Year PPN	N/A	12/27/2018	1/01/2024	\$ 1,000,000	\$ 1,228,480
RBC GIC #26	5.95%	3/30/2023	4/01/2024	\$ 27,000,000	\$ 28,615,303
RBC GIC #27	6.05%	3/15/2024	9/11/2024	\$ 50,000,000	\$ 51,491,781
RBC GIC #28	6.15%	3/15/2024	12/10/2024	\$ 50,000,000	\$ 52,274,658
Meridian HISA	Variable	N/A	12/10/2024	\$ 14,762	\$ 14,762

### 2024 REINVESTMENT & PURCHASES

INVESTMENTS	INTEREST RATE	PURCHASE DATE	MATURITY / REDEMPTION DATE	BOOK VALUE	MATURITY VALUE
RBC GIC #27	6.05%	3/15/2024	9/11/2024	\$ 50,000,000	\$ 51,491,781
RBC GIC #28	6.15%	3/15/2024	12/10/2024	\$ 50,000,000	\$ 52,274,658
RBC GIC #29	4.51%	9/26/2024	3/25/2025	\$ 50,000,000	\$ 51,112,055
RBC HISA	Variable	10/04/2025	N/A	\$ 12,000,000	N/A
ONE Global Bond	N/A	2/05/2024	N/A	\$ 43,010	N/A
ONE Canadian Corporate Bond	N/A	4/17/2024	N/A	\$ 45,341	N/A
ONE Global Bond	N/A	7/22/2024	N/A	\$ 45,646	N/A
ONE Global Bond	N/A	12/31/2024	N/A	\$ 48,063	N/A

### DECEMBER 31, 2024 CLOSING BALANCE

SHORT-TERM INVESTMENT	INTEREST RATE	PURCHASE DATE	BOOK VALUE	MARKET VALUE	% OF PORTFOLIO
Cash held at Royal Bank	3.75%	N/A	132,674,633	132,674,633	29.52%
Scotiabank HISA	3.95%	N/A	6,724,601	6,724,601	1.50%
Royal Bank HISA	3.97%	Various	62,244,902	62,244,902	13.85%
Royal Bank GIC	4.51%	9/26/2024	50,000,000	50,593,096	11.26%
ONE Investment HISA (Legal List)	Variable	N/A	47,255	47,255	0.01%
Meridian					
<b>TOTAL</b>			<b>251,691,391</b>	<b>252,284,487</b>	<b>56.13%</b>
LONG-TERM INVESTMENT	INTEREST RATE	PURCHASE DATE	BOOK VALUE	MARKET VALUE	% OF PORTFOLIO
<b>ONE Investment</b>					
ONE Global Equity	N/A	Various	44,533,076	56,646,231	12.60%
ONE Canadian Equity	N/A	Various	20,982,051	27,010,337	6.01%
ONE Canadian Corporate Bond	N/A	Various	13,774,660	13,298,361	2.96%
ONE Canadian Government Bond	N/A	Various	37,678,755	38,632,398	8.60%
ONE Global Bond	N/A	Various	68,033,782	61,586,690	13.70%
BMO PPN					
<b>TOTAL</b>			<b>185,002,325</b>	<b>197,174,017</b>	<b>43.87%</b>
<b>PORTFOLIO TOTAL</b>			<b>436,693,716</b>	<b>449,458,505</b>	<b>100.00%</b>

# QUARTERLY INVESTMENT REPORT

For The Period Ended December 31, 2024

## Whitby Prudent Investor Portfolio

575 Rossland Rd. E.  
Whitby, ON  
L1N 2M8

Fuwing Wong  
Commissioner of Financial Services/Treasurer  
wongf@whitby.ca  
(905) 668-5803

## ONE Investment

155 University Ave, Suite 800  
Toronto, Ontario  
M5H 3B7

## Relationship Manager

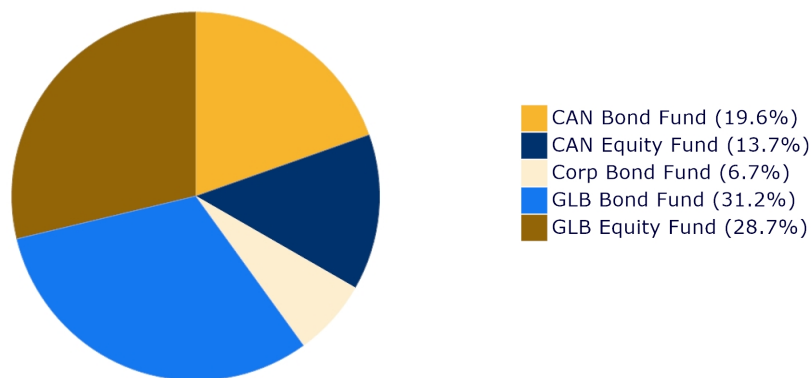
Marie Wong Takishita, Client Service Representative  
416-971-9856  
one@oneinvestment.ca

## Whitby Prudent Investor Portfolio

### Executive Summary for the Quarter Ended December 31, 2024

	Time-Weighted Rate of Return in CAD for Consolidated Holdings						Since Inception	Inception Date
	Quarter	Year to date	1 Year	2 Years	3 Years	5 Years		
Consolidated Portfolio Returns	0.6%	8.2%	8.2%	9.6%	3.3%	-	5.2%	07/02/2020

### Overall Asset Allocation



### Consolidated Portfolio Activity for Quarter

Portfolio	Starting Balance	Contribution	Withdrawals	Change in Market Value	Income	Ending Balance
CAN Bond Fund	38,424,297.97	-	-	(952,785.58)	1,160,885.96	38,632,398.35
CAN Equity Fund	26,139,392.92	-	-	(1,493,674.19)	2,364,617.93	27,010,336.66
Corp Bond Fund	13,280,247.48	-	-	(358,646.55)	376,759.70	13,298,360.63
GLB Bond Fund	62,235,861.99	48,062.64	-	(3,025,750.91)	2,328,516.57	61,586,690.29
GLB Equity Fund	55,758,734.83	-	-	272,834.49	614,662.05	56,646,231.37
<b>Total</b>	<b>195,838,535.19</b>	<b>48,062.64</b>	<b>0.00</b>	<b>(5,558,022.74)</b>	<b>6,845,442.21</b>	<b>197,174,017.30</b>

## Whitby Prudent Investor Portfolio Performance History At December 31, 2024

### Performance by Fund

#### % Annualized Returns

	Quarter	Year to Date	1 Year	2 Years	3 Years	4 Years	5 Years	Since Inception	Inception Date
ONE Canadian Equity Fund	3.3	20.9	20.9	19.2	9.4	12.1	-	14.6	07/02/2020
ONE Global Equity Fund	1.5	11.2	11.2	14.3	5.2	9.1	-	9.6	07/02/2020
ONE Canadian Corporate Bond Fund	0.1	4.6	4.6	5.4	0.6	-0.1	-	0.1	07/02/2020
ONE Canadian Government Bond Fund	0.5	4.4	4.4	3.8	1.1	0.5	-	0.7	07/02/2020
ONE Global Bond Fund	-1.1	3.9	3.9	5.2	0.3	0.3	-	1.3	07/02/2020

### Performance by Outcome

#### % Annualized Returns

	Quarter	Year to Date	1 Year	2 Years	3 Years	4 Years	5 Years	Since Inception	Inception Date
JIB1WHICONT	1.0	10.2	10.2	11.5	4.1	6.2	-	7.2	07/02/2020
JIB2WHITD35	-0.1	5.2	5.2	6.2	1.9	1.9	-	2.5	07/02/2020
JIB3WHITD510	0.8	9.2	9.2	10.5	3.6	5.2	-	6.2	07/02/2020
JIB4WHIAMR	1.8	13.1	13.1	14.7	5.9	9.1	-	10.2	07/02/2020
JIB5WHITD10P	1.4	11.6	11.6	13.1	5.0	7.6	-	8.7	07/02/2020
JIBWHICASH	0.5	4.4	4.4	5.7	-	-	-	5.0	06/13/2022



## **QUARTERLY REVIEW**

Canadian equities emerged as one of the best-performing global equity markets in the fourth quarter of 2024, delivering a total return of close to 4%. This was slightly stronger than U.S. equity markets, where large-cap technology stocks performed well. Canada also outperformed most international equity markets, many of which experienced negative returns in the quarter. The ONE Canadian Equity portfolio produced returns of 3.3% in the quarter, bringing full-year returns to 20.9%.

Concerns persist about the Canadian economy's ability to achieve a soft landing, as tight monetary policy has helped address inflation issues but has also moderated economic activity. This is in contrast to the U.S. economy which has surprised to the upside in recent months. While it was widely anticipated at the start of the quarter that the US Federal Reserve would aggressively cut interest rates, positive economic surprises and strength in labour markets changed the outlook. Fewer cuts are now anticipated, and US bond yields have moved higher. This led to weakness in the Canadian dollar in the quarter.

The Canadian Technology sector was much stronger in the quarter than other sector, rallying over 20%. Shopify explained almost all of this performance as it represents nearly half of the sector by weight, rallying 41% in the quarter. The ONE portfolio holds no Shopify, so it did not benefit from its strength. The portfolio's large holding in Atkinsrealis Group had a strong positive impact on portfolio returns as this stock had returns of 38.8% in the quarter.

## **QUARTERLY REVIEW**

In the fourth quarter, equity markets had mixed returns, with divergent patterns of returns seen across the global equity markets. Strength in equity returns was experienced in Japanese, Canadian, and US equity markets, but flat or negative returns were seen across other markets. The ONE Global Equity Fund had returns of 1.5% in the fourth quarter of 2024, bringing full-year returns to 11.2%.

The movement of currency markets also significantly impacted returns, as the US dollar strengthened in the quarter compared to other major global currencies. This was in response to economic data that suggested continued strength in the US economy and tight labour markets. This diminished the need for aggressive interest rate cuts in the future, changing the interest rate outlook. The US 10-year bond yield rose in the quarter from about 3.8% to 4.5%, contributing to the strength in the US dollar. As over half of the fund is invested in US-listed stocks, the currency effect had a significant positive impact on fund returns.

In the US market, large-capitalization technology stocks again outperformed the broader equity market with the "Magnificent 7" stocks (Alphabet, Amazon, Apple, Meta Platforms, Microsoft, NVIDIA and Tesla) up almost 16%, while the S&P 500 stocks had returns of 2.4% for the quarter. This theme has persisted for the last two years, leading to very strong returns in a very narrow segment of the market, with the rest of the market experiencing more modest returns. The Fund has limited exposure to the "Magnificent 7" stocks and was able to participate partially in their strength.

## **QUARTERLY REVIEW**

Global bond markets had mixed returns in the fourth quarter as fixed-income markets responded to changing circumstances. The US bond markets were up about 3%, while Canadian fixed-income markets were flat in the quarter. Most other global bond markets experienced negative returns in the quarter. This pattern was reflected in the performance of ONE Investment's bond funds. The ONE Canadian Corporate Bond Portfolio produced returns of 0% in the quarter, and the ONE Canadian Government Bond Portfolio had returns of 0.3%. In comparison, the ONE Global Bond Fund had negative returns of 1.1%. For the full 2024 calendar year, the three bond funds had more substantial returns of 4.6%, 4.8%, and 3.9%, respectively.

The Bank of Canada reduced their policy interest rate twice in the quarter, with the rate dropping by 1% in total, ending the year at 3.25%. As the rate cuts were widely anticipated, they had little effect on bond prices in the quarter. The Canadian central bank has lowered interest rates aggressively in the latter half of 2024 as efforts to dampen inflation over the last few years have been successful, providing flexibility for rate cuts. Interest rates were raised aggressively in 2022 and 2023 to dampen economic growth and helping to relieve inflation pressures, but since May 2024, the overnight lending rate has declined from 5.0% to 3.25%.

The Canadian and U.S. economies are tracking very differently, with Canada facing a challenging growth backdrop compared to continued resilience in the U.S. The economic data in the third quarter indicated that the US economy is not showing signs of economic slowdown, and labour markets remain tight. This has affected the interest rate outlook, leading to rising long-term interest rates in the quarter, and the market now expects less aggressive rate cuts by the US Federal Reserve. This has led to weakness in the Canadian dollar in late 2024.

**Whitby Prudent Investor Portfolio**  
**Consolidated Portfolio Holdings in CAD**  
**As of December 31, 2024**

<b>Security</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Book Value</b>	<b>Price</b>	<b>Market Value</b>	<b>% Weight</b>
CAN Equity Fund	18,159.832	1,155.41	20,982,051.06	1,487.36	27,010,336.66	13.70%
GLB Equity Fund	41,955.317	1,061.44	44,533,076.24	1,350.15	56,646,231.37	28.73%
Corp Bond Fund	14,249.583	966.67	13,774,660.43	933.24	13,298,360.63	6.74%
CAN Bond Fund	39,671.551	949.76	37,678,755.48	973.80	38,632,398.35	19.59%
GLB Bond Fund	70,951.133	958.88	68,033,781.65	868.01	61,586,690.29	31.23%
					<b>197,174,017.30</b>	<b>100.00%</b>

**Whitby Prudent Investor Portfolio**  
**Holdings by Account**  
**At December 31, 2024**

**Account Name: Whitby - Contingency Outcome**  
**Account Number: 570050112**

**For the Quarter Ending**  
**December 31, 2024**

Holdings	Quantity	Unit Cost	Book Value	Price	Market Value	Weight	Market Value Gain (Loss)	Income Received
Corp Bond Fund	812.07	923.32	749,804.50	933.24	757,860.75	5.6%	(20,438.86)	21,471.17
CAN Equity Fund	1,839.87	1,128.23	2,075,810.78	1,487.36	2,736,575.49	20.3%	(151,332.99)	239,573.31
CAN Bond Fund	762.77	953.29	727,148.46	973.80	742,790.08	5.5%	(18,319.22)	22,320.50
GLB Bond Fund	4,023.47	915.04	3,681,673.68	868.01	3,492,435.59	25.9%	(171,621.19)	132,044.68
GLB Equity Fund	4,248.83	1,017.08	4,321,402.77	1,350.15	5,736,584.17	42.6%	27,630.55	62,247.04
			11,555,840.19		13,466,246.08	100.0%	(334,081.71)	477,656.70

**Whitby Prudent Investor Portfolio**  
**Performance History**  
**At December 31, 2024**

**% Annualized Returns**

	Quarter	Year to Date	1 Year	2 Years	3 Years	4 Years	5 Years	Since Inception	Inception Date
Return Net of Fees	1.0	10.2	10.2	11.5	4.1	6.2	-	7.2	07/02/2020

**% Calendar Year Returns**

	2024	2023	2022	2021	2020	2019
Return Net of Fees	10.2	12.9	-9.2	12.7	-	-

**Whitby Prudent Investor Portfolio**  
**Holdings by Account**  
**At December 31, 2024**

**Account Name: Whitby - Target Date 3 to 5 Year Outcome**  
**Account Number: 570050120**

**For the Quarter Ending**  
**December 31, 2024**

Holdings	Quantity	Unit Cost	Book Value	Price	Market Value	Weight	Market Value Gain (Loss)	Income Received
Corp Bond Fund	8,225.97	960.94	7,904,724.67	933.24	7,676,852.17	10.4%	(207,038.57)	217,495.11
CAN Equity Fund	1,769.00	1,106.20	1,956,877.11	1,487.36	2,631,152.40	3.6%	(145,502.91)	230,344.04
CAN Bond Fund	22,386.43	949.19	21,249,172.02	973.80	21,800,049.88	29.8%	(537,651.91)	655,081.57
GLB Bond Fund	40,928.15	949.49	38,861,224.19	868.01	35,526,274.42	48.5%	(1,745,786.01)	1,343,204.47
GLB Equity Fund	4,090.65	1,043.37	4,268,105.79	1,350.15	5,523,025.91	7.5%	26,601.03	59,929.75
			74,240,103.78		73,157,354.78	100.0%	(2,609,378.37)	2,506,054.94

**Whitby Prudent Investor Portfolio**  
**Performance History**  
**At December 31, 2024**

**% Annualized Returns**

	Quarter	Year to Date	1 Year	2 Years	3 Years	4 Years	5 Years	Since Inception	Inception Date
Return Net of Fees	-0.1	5.2	5.2	6.2	1.9	1.9	-	2.5	07/02/2020

**% Calendar Year Returns**

	2024	2023	2022	2021	2020	2019
Return Net of Fees	5.2	7.3	-6.2	2.0	-	-

**Whitby Prudent Investor Portfolio**  
**Holdings by Account**  
**At December 31, 2024**

**Account Name: Whitby - Target Date 5 to 10 Year Outcome**  
**Account Number: 570050138**

**For the Quarter Ending**  
**December 31, 2024**

Holdings	Quantity	Unit Cost	Book Value	Price	Market Value	Weight	Market Value Gain (Loss)	Income Received
Corp Bond Fund	3,750.05	988.16	3,705,656.36	933.24	3,499,723.26	7.1%	(94,384.49)	99,151.66
CAN Equity Fund	5,633.40	1,073.50	6,047,488.45	1,487.36	8,378,947.21	17.1%	(463,357.14)	733,534.36
CAN Bond Fund	3,508.28	983.53	3,450,521.61	973.80	3,416,388.36	6.9%	(84,258.26)	102,660.92
GLB Bond Fund	18,524.34	983.86	18,225,489.57	868.01	16,079,417.84	32.8%	(790,154.37)	607,942.91
GLB Equity Fund	13,019.42	1,016.91	13,239,628.57	1,350.15	17,578,256.03	35.9%	84,664.36	190,739.74
			44,668,784.56		48,952,732.70	100.0%	(1,347,489.90)	1,734,029.59

**Whitby Prudent Investor Portfolio**  
**Performance History**  
**At December 31, 2024**

**% Annualized Returns**

	Quarter	Year to Date	1 Year	2 Years	3 Years	4 Years	5 Years	Since Inception	Inception Date
Return Net of Fees	0.8	9.2	9.2	10.5	3.6	5.2	-	6.2	07/02/2020

**% Calendar Year Returns**

	2024	2023	2022	2021	2020	2019
Return Net of Fees	9.2	11.8	-8.9	10.5	-	-

**Whitby Prudent Investor Portfolio**  
**Holdings by Account**  
**At December 31, 2024**

**Account Name: Whitby - Asset Management Reserve Outcome**  
**Account Number: 570050146**

**For the Quarter Ending**  
**December 31, 2024**

Holdings	Quantity	Unit Cost	Book Value	Price	Market Value	Weight	Market Value Gain (Loss)	Income Received
Corp Bond Fund	256.79	920.14	236,286.67	933.24	239,650.94	1.3%	(6,463.46)	6,789.63
CAN Equity Fund	3,476.29	1,236.98	4,300,136.52	1,487.36	5,170,526.81	29.3%	(285,930.56)	452,653.38
CAN Bond Fund	240.78	952.89	229,446.33	973.80	234,480.82	1.3%	(5,782.53)	7,046.03
GLB Bond Fund	1,271.12	924.34	1,174,957.34	868.01	1,103,358.07	6.2%	(54,219.54)	41,716.59
GLB Equity Fund	8,032.77	1,087.55	8,736,048.29	1,350.15	10,845,502.32	61.6%	52,237.15	117,683.36
			14,676,875.15		17,593,518.96	100.0%	(300,158.94)	625,888.99

**Whitby Prudent Investor Portfolio**  
**Performance History**  
**At December 31, 2024**

**% Annualized Returns**

	Quarter	Year to Date	1 Year	2 Years	3 Years	4 Years	5 Years	Since Inception	Inception Date
Return Net of Fees	1.8	13.1	13.1	14.7	5.9	9.1	-	10.2	07/02/2020

**% Calendar Year Returns**

	2024	2023	2022	2021	2020	2019
Return Net of Fees	13.1	16.4	-9.7	19.2	-	-



**Whitby Prudent Investor Portfolio**  
**Holdings by Account**  
**At December 31, 2024**

**Account Name: Whitby - Target Date 10 Year Plus Outcome**  
**Account Number: 570050153**

**For the Quarter Ending**  
**December 31, 2024**

Holdings	Quantity	Unit Cost	Book Value	Price	Market Value	Weight	Market Value Gain (Loss)	Income Received
Corp Bond Fund	1,204.69	977.99	1,178,188.23	933.24	1,124,273.51	3.4%	(30,321.17)	31,852.13
CAN Equity Fund	5,441.24	1,213.27	6,601,738.20	1,487.36	8,093,134.75	24.7%	(447,550.59)	708,512.84
CAN Bond Fund	1,177.42	979.15	1,152,878.90	973.80	1,146,582.67	3.5%	(28,278.07)	34,454.29
GLB Bond Fund	6,204.04	981.68	6,090,436.87	868.01	5,385,204.37	16.4%	(263,969.80)	203,607.92
GLB Equity Fund	12,563.63	1,111.77	13,967,890.82	1,350.15	16,962,862.94	51.8%	81,701.40	184,062.16
			28,991,133.02		32,712,058.24	100.0%	(688,418.23)	1,162,489.34

**Whitby Prudent Investor Portfolio**  
**Performance History**  
**At December 31, 2024**

**% Annualized Returns**

	Quarter	Year to Date	1 Year	2 Years	3 Years	4 Years	5 Years	Since Inception	Inception Date
Return Net of Fees	1.4	11.6	11.6	13.1	5.0	7.6	-	8.7	07/02/2020

**% Calendar Year Returns**

	2024	2023	2022	2021	2020	2019
Return Net of Fees	11.6	14.6	-9.4	15.8	-	-

**Whitby Prudent Investor Portfolio**  
**Holdings by Account**  
**At December 31, 2024**

**Account Name: Whitby - Cash Outcome**  
**Account Number: 570050765**

**For the Quarter Ending**  
**December 31, 2024**

Holdings	Quantity	Unit Cost	Book Value	Price	Market Value	Weight	Market Value Gain (Loss)	Income Received
CAN Bond Fund	11,595.84	937.36	10,869,588.16	973.80	11,292,106.54	100.0%	(278,495.59)	339,322.65
			10,869,588.16		11,292,106.54	100.0%	(278,495.59)	339,322.65

**Whitby Prudent Investor Portfolio**  
**Performance History**  
**At December 31, 2024**

**% Annualized Returns**

	Quarter	Year to Date	1 Year	2 Years	3 Years	4 Years	5 Years	Since Inception	Inception Date
Return Net of Fees	0.5	4.4	4.4	5.7	-	-	-	5.0	06/13/2022

**% Calendar Year Returns**

	2024	2023	2022	2021	2020	2019
Return Net of Fees	4.4	6.9	-	-	-	-

**Whitby Prudent Investor Portfolio**  
**Transaction Summary for the Quarter Ended December 31, 2024**

**TRANSACTION SUMMARY**

**Account Name: Whitby - Contingency Outcome**  
**Account Number: 570050112**

TRANSACTION TYPE	SECURITY	TRADE DATE	SETTLEMENT DATE	QUANTITY	TRADE AMOUNT (CAD)
Reinvested Distributions	CAN Bond Fund	12/31/2024	12/31/2024	22.92	22,320.50
Reinvested Distributions	Corp Bond Fund	12/31/2024	12/31/2024	23.00	21,471.17
Reinvested Distributions	GLB Bond Fund	12/31/2024	12/31/2024	152.12	132,044.68
Reinvested Distributions	CAN Equity Fund	12/31/2024	12/31/2024	161.07	239,573.31
Reinvested Distributions	GLB Equity Fund	12/31/2024	12/31/2024	46.10	62,247.04

**Whitby Prudent Investor Portfolio**  
**Transaction Summary for the Quarter Ended December 31, 2024**

**TRANSACTION SUMMARY**

**Account Name: Whitby - Target Date 3 to 5 Year Outcome**  
**Account Number: 570050120**

TRANSACTION TYPE	SECURITY	TRADE DATE	SETTLEMENT DATE	QUANTITY	TRADE AMOUNT (CAD)
Reinvested Distributions	CAN Bond Fund	12/31/2024	12/31/2024	672.70	655,081.57
Reinvested Distributions	Corp Bond Fund	12/31/2024	12/31/2024	233.05	217,495.11
Reinvested Distributions	GLB Bond Fund	12/31/2024	12/31/2024	1,547.44	1,343,204.47
Reinvested Distributions	CAN Equity Fund	12/31/2024	12/31/2024	154.86	230,344.04
Reinvested Distributions	GLB Equity Fund	12/31/2024	12/31/2024	44.38	59,929.75

**Whitby Prudent Investor Portfolio**  
**Transaction Summary for the Quarter Ended December 31, 2024**

**TRANSACTION SUMMARY**

**Account Name: Whitby - Target Date 5 to 10 Year Outcome**  
**Account Number: 570050138**

TRANSACTION TYPE	SECURITY	TRADE DATE	SETTLEMENT DATE	QUANTITY	TRADE AMOUNT (CAD)
Reinvested Distributions	CAN Bond Fund	12/31/2024	12/31/2024	105.42	102,660.92
Reinvested Distributions	Corp Bond Fund	12/31/2024	12/31/2024	106.24	99,151.66
Reinvested Distributions	GLB Bond Fund	12/31/2024	12/31/2024	700.38	607,942.91
Reinvested Distributions	CAN Equity Fund	12/31/2024	12/31/2024	493.17	733,534.36
Reinvested Distributions	GLB Equity Fund	12/31/2024	12/31/2024	141.27	190,739.74

**Whitby Prudent Investor Portfolio**  
**Transaction Summary for the Quarter Ended December 31, 2024**

**TRANSACTION SUMMARY**

**Account Name: Whitby - Asset Management Reserve Outcome**  
**Account Number: 570050146**

TRANSACTION TYPE	SECURITY	TRADE DATE	SETTLEMENT DATE	QUANTITY	TRADE AMOUNT (CAD)
Reinvested Distributions	CAN Bond Fund	12/31/2024	12/31/2024	7.23	7,046.03
Reinvested Distributions	Corp Bond Fund	12/31/2024	12/31/2024	7.27	6,789.63
Reinvested Distributions	GLB Bond Fund	12/31/2024	12/31/2024	48.06	41,716.59
Reinvested Distributions	CAN Equity Fund	12/31/2024	12/31/2024	304.33	452,653.38
Reinvested Distributions	GLB Equity Fund	12/31/2024	12/31/2024	87.16	117,683.36

**Whitby Prudent Investor Portfolio**  
**Transaction Summary for the Quarter Ended December 31, 2024**

**TRANSACTION SUMMARY**

**Account Name: Whitby - Target Date 10 Year Plus Outcome**  
**Account Number: 570050153**

TRANSACTION TYPE	SECURITY	TRADE DATE	SETTLEMENT DATE	QUANTITY	TRADE AMOUNT (CAD)
Buy	GLB Bond Fund	10/28/2024	10/28/2024	53.40	48,062.64
Reinvested Distributions	CAN Bond Fund	12/31/2024	12/31/2024	35.38	34,454.29
Reinvested Distributions	Corp Bond Fund	12/31/2024	12/31/2024	34.13	31,852.13
Reinvested Distributions	GLB Bond Fund	12/31/2024	12/31/2024	234.56	203,607.92
Reinvested Distributions	CAN Equity Fund	12/31/2024	12/31/2024	476.35	708,512.84
Reinvested Distributions	GLB Equity Fund	12/31/2024	12/31/2024	136.32	184,062.16

**Whitby Prudent Investor Portfolio**  
**Transaction Summary for the Quarter Ended December 31, 2024**

**TRANSACTION SUMMARY**

**Account Name: Whitby - Cash Outcome**  
**Account Number: 570050765**

TRANSACTION TYPE	SECURITY	TRADE DATE	SETTLEMENT DATE	QUANTITY	TRADE AMOUNT (CAD)
Reinvested Distributions	CAN Bond Fund	12/31/2024	12/31/2024	348.45	339,322.65



**Whitby Prudent Investor Portfolio  
COMPLIANCE CERTIFICATE  
December 31, 2024**

In accordance with the terms of section 8.02 of the ONEJIB Agreement dated as of July 2, 2020 (the "ONE JIB Agreement") ONE Investment confirms as follows:

With respect to the quarter ended December 31, 2024 to the best of the knowledge and belief of ONE Investment, all assets of the Participating Municipality under the management and control of ONE JIB pursuant to the ONE JIB Agreement have been invested and are held in accordance with the terms of the ONE JIB Agreement, and in a manner consistent with the IPS and the Investment Plan of the Participating Municipality.

A handwritten signature in black ink that reads "Keith Taylor".

---

Keith Taylor, Chief Investment Officer, ONE Investment  
On the behalf of the ONE Joint Investment Board

# YEAR-END TRANSACTION REPORT

For The Period Ended December 31, 2024

## Whitby Prudent Investor Portfolio

575 Rossland Rd. E.  
Whitby, ON  
L1N 2M8

Fuwing Wong  
Commissioner of Financial Services/Treasurer  
wongf@whitby.ca  
(905) 668-5803

## ONE Investment

155 University Ave, Suite 800  
Toronto, Ontario  
M5H 3B7

## Relationship Manager

Marie Wong Takishita, Client Service Representative  
416-971-9856  
one@oneinvestment.ca

**Whitby Prudent Investor Portfolio**  
**For the Period December 31, 2024**  
**(Consolidated Holdings)**

**Book Value Summary by Security**

Security	Opening Balance	Contribution	Withdrawals	Reinvested Income	Reinvested Capital Gains	Realized Gains/(Loss)	Cost Basis Adjustment	Closing Balance
CAN Bond Fund	36,472,528.88	45,340.64		1,160,885.96				37,678,755.48
CAN Equity Fund	18,617,433.13			2,364,617.93				20,982,051.06
Corp Bond Fund	13,397,900.73			376,759.70				13,774,660.43
GLB Bond Fund	65,568,546.90	136,718.18		2,328,516.57				68,033,781.65
GLB Equity Fund	43,918,414.19			614,662.05				44,533,076.24
<b>Total</b>	<b>177,974,823.83</b>	<b>182,058.82</b>	<b>0.00</b>	<b>6,845,442.21</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>185,002,324.86</b>

**Market Value Summary by Security**

Security	Opening Balance	Contribution	Withdrawals	Reinvested Income	Reinvested Capital Gains	Change in Market Value	Closing Balance
CAN Bond Fund	36,931,519.68	45,340.64		1,160,885.96		494,652.07	38,632,398.35
CAN Equity Fund	22,337,861.61			2,364,617.93		2,307,857.12	27,010,336.66
Corp Bond Fund	12,709,856.96			376,759.70		211,743.97	13,298,360.63
GLB Bond Fund	59,131,939.57	136,718.18		2,328,516.57		(10,484.03)	61,586,690.29
GLB Equity Fund	50,938,481.66			614,662.05		5,093,087.66	56,646,231.37
<b>Total</b>	<b>182,049,659.48</b>	<b>182,058.82</b>	<b>0.00</b>	<b>6,845,442.21</b>	<b>0.00</b>	<b>8,096,856.79</b>	<b>197,174,017.30</b>

**Whitby Prudent Investor Portfolio**  
**For the Period December 31, 2024**  
**Summary By Account**

**Book Value Summary by Account**

Account	Opening Balance	Contribution	Withdrawals	Reinvested Income	Reinvested Capital Gains	Realized Gains/(Loss)	Cost Basis Adjustment	Closing Balance
JIBWHICASH	10,530,265.51			339,322.65				10,869,588.16
JIB1WHICONT	11,078,183.49			477,656.70				11,555,840.19
JIB2WHITD35	71,734,048.84			2,506,054.94				74,240,103.78
JIB3WHITD510	42,934,754.97			1,734,029.59				44,668,784.56
JIB4WHIAMR	14,050,986.16			625,888.99				14,676,875.15
JIB5WHITD10P	27,646,584.86	182,058.82		1,162,489.34				28,991,133.02
<b>Total</b>	<b>177,974,823.83</b>	<b>182,058.82</b>	<b>0.00</b>	<b>6,845,442.21</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>185,002,324.86</b>

**Market Value Summary by Account**

Account	Opening Balance	Contribution	Withdrawals	Reinvested Income	Reinvested Capital Gains	Change in Market Value	Closing Balance
JIBWHICASH	10,808,136.66			339,322.65		144,647.23	11,292,106.54
JIB1WHICONT	12,217,876.75			477,656.70		770,712.63	13,466,246.08
JIB2WHITD35	69,533,211.56			2,506,054.94		1,118,088.28	73,157,354.78
JIB3WHITD510	44,824,989.78			1,734,029.59		2,393,713.33	48,952,732.70
JIB4WHIAMR	15,544,046.89			625,888.99		1,423,583.08	17,593,518.96
JIB5WHITD10P	29,121,397.84	182,058.82		1,162,489.34		2,246,112.24	32,712,058.24
<b>Total</b>	<b>182,049,659.48</b>	<b>182,058.82</b>	<b>0.00</b>	<b>6,845,442.21</b>	<b>0.00</b>	<b>8,096,856.79</b>	<b>197,174,017.30</b>

**Whitby Prudent Investor Portfolio**  
**For the Period December 31, 2024**  
**Summary By Account for CAN Bond Fund**

**Book Value Summary by Account for CAN Bond Fund**

Account	Opening Balance	Contribution	Withdrawals	Reinvested Income	Reinvested Capital Gains	Realized Gains/(Loss)	Cost Basis Adjustment	Closing Balance
JIB1WHICONT	704,827.96			22,320.50				727,148.46
JIB2WHITD35	20,594,090.45			655,081.57				21,249,172.02
JIB3WHITD510	3,347,860.69			102,660.92				3,450,521.61
JIB4WHIAMR	222,400.30			7,046.03				229,446.33
JIB5WHITD10P	1,073,083.97	45,340.64		34,454.29				1,152,878.90
JIBWHICASH	10,530,265.51			339,322.65				10,869,588.16
<b>Total</b>	<b>36,472,528.88</b>	<b>45,340.64</b>	<b>0.00</b>	<b>1,160,885.96</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>37,678,755.48</b>

**Market Value Summary by Account for CAN Bond Fund**

Account	Opening Balance	Contribution	Withdrawals	Reinvested Income	Reinvested Capital Gains	Change in Market Value	Closing Balance
JIB1WHICONT	710,954.64			22,320.50		9,514.94	742,790.08
JIB2WHITD35	20,865,719.07			655,081.57		279,249.24	21,800,049.88
JIB3WHITD510	3,269,965.27			102,660.92		43,762.17	3,416,388.36
JIB4WHIAMR	224,430.77			7,046.03		3,004.02	234,480.82
JIB5WHITD10P	1,052,313.27	45,340.64		34,454.29		14,474.47	1,146,582.67
JIBWHICASH	10,808,136.66			339,322.65		144,647.23	11,292,106.54
<b>Total</b>	<b>36,931,519.68</b>	<b>45,340.64</b>	<b>0.00</b>	<b>1,160,885.96</b>	<b>0.00</b>	<b>494,652.07</b>	<b>38,632,398.35</b>

**Whitby Prudent Investor Portfolio**  
**For the Period December 31, 2024**  
**Summary By Account for CAN Equity Fund**

**Book Value Summary by Account for CAN Equity Fund**

Account	Opening Balance	Contribution	Withdrawals	Reinvested Income	Reinvested Capital Gains	Realized Gains/(Loss)	Cost Basis Adjustment	Closing Balance
JIB1WHICONT	1,836,237.47			239,573.31				2,075,810.78
JIB2WHITD35	1,726,533.07			230,344.04				1,956,877.11
JIB3WHITD510	5,313,954.09			733,534.36				6,047,488.45
JIB4WHIAMR	3,847,483.14			452,653.38				4,300,136.52
JIB5WHITD10P	5,893,225.36			708,512.84				6,601,738.20
<b>Total</b>	<b>18,617,433.13</b>	<b>0.00</b>	<b>0.00</b>	<b>2,364,617.93</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>20,982,051.06</b>

**Market Value Summary by Account for CAN Equity Fund**

Account	Opening Balance	Contribution	Withdrawals	Reinvested Income	Reinvested Capital Gains	Change in Market Value	Closing Balance
JIB1WHICONT	2,263,179.74			239,573.31		233,822.44	2,736,575.49
JIB2WHITD35	2,175,993.49			230,344.04		224,814.87	2,631,152.40
JIB3WHITD510	6,929,486.94			733,534.36		715,925.91	8,378,947.21
JIB4WHIAMR	4,276,085.57			452,653.38		441,787.86	5,170,526.81
JIB5WHITD10P	6,693,115.87			708,512.84		691,506.04	8,093,134.75
<b>Total</b>	<b>22,337,861.61</b>	<b>0.00</b>	<b>0.00</b>	<b>2,364,617.93</b>	<b>0.00</b>	<b>2,307,857.12</b>	<b>27,010,336.66</b>

**Whitby Prudent Investor Portfolio**  
**For the Period December 31, 2024**  
**Summary By Account for Corp Bond Fund**

**Book Value Summary by Account for Corp Bond Fund**

Account	Opening Balance	Contribution	Withdrawals	Reinvested Income	Reinvested Capital Gains	Realized Gains/(Loss)	Cost Basis Adjustment	Closing Balance
JIB1WHICONT	728,333.33			21,471.17				749,804.50
JIB2WHITD35	7,687,229.56			217,495.11				7,904,724.67
JIB3WHITD510	3,606,504.70			99,151.66				3,705,656.36
JIB4WHIAMR	229,497.04			6,789.63				236,286.67
JIB5WHITD10P	1,146,336.10			31,852.13				1,178,188.23
<b>Total</b>	<b>13,397,900.73</b>	<b>0.00</b>	<b>0.00</b>	<b>376,759.70</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,774,660.43</b>

**Market Value Summary by Account for Corp Bond Fund**

Account	Opening Balance	Contribution	Withdrawals	Reinvested Income	Reinvested Capital Gains	Change in Market Value	Closing Balance
JIB1WHICONT	724,322.43			21,471.17		12,067.15	757,860.75
JIB2WHITD35	7,337,121.70			217,495.11		122,235.36	7,676,852.17
JIB3WHITD510	3,344,846.70			99,151.66		55,724.90	3,499,723.26
JIB4WHIAMR	229,045.70			6,789.63		3,815.61	239,650.94
JIB5WHITD10P	1,074,520.43			31,852.13		17,900.95	1,124,273.51
<b>Total</b>	<b>12,709,856.96</b>	<b>0.00</b>	<b>0.00</b>	<b>376,759.70</b>	<b>0.00</b>	<b>211,743.97</b>	<b>13,298,360.63</b>

**Whitby Prudent Investor Portfolio**  
**For the Period December 31, 2024**  
**Summary By Account for GLB Bond Fund**

**Book Value Summary by Account for GLB Bond Fund**

Account	Opening Balance	Contribution	Withdrawals	Reinvested Income	Reinvested Capital Gains	Realized Gains/(Loss)	Cost Basis Adjustment	Closing Balance
JIB1WHICONT	3,549,629.00			132,044.68				3,681,673.68
JIB2WHITD35	37,518,019.72			1,343,204.47				38,861,224.19
JIB3WHITD510	17,617,546.66			607,942.91				18,225,489.57
JIB4WHIAMR	1,133,240.75			41,716.59				1,174,957.34
JIB5WHITD10P	5,750,110.77	136,718.18		203,607.92				6,090,436.87
<b>Total</b>	<b>65,568,546.90</b>	<b>136,718.18</b>	<b>0.00</b>	<b>2,328,516.57</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>68,033,781.65</b>

**Market Value Summary by Account for GLB Bond Fund**

Account	Opening Balance	Contribution	Withdrawals	Reinvested Income	Reinvested Capital Gains	Change in Market Value	Closing Balance
JIB1WHICONT	3,360,862.08			132,044.68		(471.17)	3,492,435.59
JIB2WHITD35	34,187,858.45			1,343,204.47		(4,788.50)	35,526,274.42
JIB3WHITD510	15,473,642.73			607,942.91		(2,167.80)	16,079,417.84
JIB4WHIAMR	1,061,789.96			41,716.59		(148.48)	1,103,358.07
JIB5WHITD10P	5,047,786.35	136,718.18		203,607.92		(2,908.08)	5,385,204.37
<b>Total</b>	<b>59,131,939.57</b>	<b>136,718.18</b>	<b>0.00</b>	<b>2,328,516.57</b>	<b>0.00</b>	<b>(10,484.03)</b>	<b>61,586,690.29</b>



**Whitby Prudent Investor Portfolio**  
**For the Period December 31, 2024**  
**Summary By Account for GLB Equity Fund**

**Book Value Summary by Account for GLB Equity Fund**

Account	Opening Balance	Contribution	Withdrawals	Reinvested Income	Reinvested Capital Gains	Realized Gains/(Loss)	Cost Basis Adjustment	Closing Balance
JIB1WHICONT	4,259,155.73			62,247.04				4,321,402.77
JIB2WHITD35	4,208,176.04			59,929.75				4,268,105.79
JIB3WHITD510	13,048,888.83			190,739.74				13,239,628.57
JIB4WHIAMR	8,618,364.93			117,683.36				8,736,048.29
JIB5WHITD10P	13,783,828.66			184,062.16				13,967,890.82
<b>Total</b>	<b>43,918,414.19</b>	<b>0.00</b>	<b>0.00</b>	<b>614,662.05</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>44,533,076.24</b>

**Market Value Summary by Account for GLB Equity Fund**

Account	Opening Balance	Contribution	Withdrawals	Reinvested Income	Reinvested Capital Gains	Change in Market Value	Closing Balance
JIB1WHICONT	5,158,557.86			62,247.04		515,779.27	5,736,584.17
JIB2WHITD35	4,966,518.85			59,929.75		496,577.31	5,523,025.91
JIB3WHITD510	15,807,048.14			190,739.74		1,580,468.15	17,578,256.03
JIB4WHIAMR	9,752,694.89			117,683.36		975,124.07	10,845,502.32
JIB5WHITD10P	15,253,661.92			184,062.16		1,525,138.86	16,962,862.94
<b>Total</b>	<b>50,938,481.66</b>	<b>0.00</b>	<b>0.00</b>	<b>614,662.05</b>	<b>0.00</b>	<b>5,093,087.66</b>	<b>56,646,231.37</b>

*APPENDIX*

## ONE JIB - Outcome Framework - Target Allocations

Outcome							<u>Allocation</u>			
	HISA	Canadian Equity Fund	Global Equity Fund	Canadian Government Bond Fund	Canadian Corporate Bond Fund	Global Bond Fund	Equity	Fixed Income	Cash	Total
Cash	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%			100.0%	100%
Stable Return	10.0%	9.0%	21.0%	9.0%	9.0%	42.0%	30.0%	60.0%	10.0%	100%
Contingency	0.0%	18.0%	42.0%	6.0%	6.0%	28.0%	60.0%	40.0%		100%
Asset Management	0.0%	27.0%	63.0%	1.5%	1.5%	7.0%	90.0%	10.0%		100%
Target Date 3-5	20.0%	3.0%	7.0%	10.5%	10.5%	49.0%	10.0%	70.0%	20.0%	100%
Target Date 5-10	0.0%	15.0%	35.0%	7.5%	7.5%	35.0%	50.0%	50.0%		100%
Target Date 10+	0.0%	22.5%	52.5%	3.75%	3.75%	17.5%	75.0%	25.0%		100%

## ONE JIB - Outcome Framework - Defined

Outcome Category	Outcome Strategy	Objective	Risk Tolerance, Liquidity	Investment Horizon	Allocation		
					Equity	Fixed Income	Cash
Cash	Cash	Preservation of Capital	Low risk; high liquidity	< 3 years			100%
Stable Return	Stable Return	Income generation: To generate returns to fund recurring needs	Moderate risk with emphasis on growth and stable returns, regular liquidity	> 5 years (Perpetual)	30%	60%	10%
Contingency	Contingency	Contributions for unexpected and infrequent events	Higher risk, emphasis on longer-term capital growth with some liquidity	> 5 years (Perpetual)	60%	40%	
	Asset mgt reserves	Contributions to generate returns to fund asset management reserves	Higher risk, emphasis on longer-term capital growth; low liquidity	> 10 years (Perpetual)	90%	10%	
Target Date	Target Date 3-5 yrs.	Preservation of capital	Low risk; high liquidity	3 - 5 years	10%	70%	20%
	Target Date 5-10 yrs.	Contributions toward capital projects, mitigate inflation impacts and meet target funding requirements	Moderate risk, liquid	5 - 10 years	50%	50%	
	Target Date 10+ yrs.	Contributions toward capital projects, mitigate inflation impacts and meet target funding requirements	Higher risk, emphasis on long term inflation-adjusted growth	> 10 years	75%	25%	

## **Glossary and Definitions for Quarterly Reports**

### **Account**

ONE Investment clients have one or more custodial accounts. All Prudent Investor Funds will be administered with ONE Investment's custodian, CIBC Mellon. Unlike Legal List accounts, MNRI invested in the ONE Investment Prudent Investor Funds will be under the control of the ONE Joint Investment Board. In most cases, the Prudent Investor clients will have multiple accounts with the custodian, with the account structure based on the investment outcomes assigned to each client. This will allow reporting to the municipal client based on the investment outcome framework.

**Annual and Annualized Returns:** please see Returns below.

### **Asset Allocation**

Asset allocation is the single biggest driver of fund returns and should be set taking into account municipal risk tolerance. Also known as asset mix, it is the combination of asset classes in a fund and is normally shown as the percentage weights in each. Example asset classes are money market, Canadian bonds, global bonds, Canadian stocks and global stocks. Each of the ONE JIB Outcomes has an associated asset allocation that is designed to be appropriate for the intended investment Outcome.

**Asset Mix:** See Asset allocation.

### **Benchmark**

The Benchmark is the standard against which investors compare their portfolio returns to understand its performance. Benchmark can be set either at the asset class level or for the overall portfolio. At the asset class level, benchmarks are usually chosen to represent the entire market; active managers seek to outperform their benchmarks by at least the amount of fees they charge.

For example, a typical benchmark for Canadian stocks is the S&P/TSX Composite Index which is calculated by Standard and Poor's (S&P) and for Canadian money market, the typical benchmark is the FTSE 182-Day Treasury Bill Index from the Financial Times Stock Exchange Group (FTSE). For a portfolio that aims to have risk halfway between these two asset classes, the total portfolio benchmark might be 50% S&P/TSX Composite Index and 50% FTSE 182-Day Treasury Bill Index.

Benchmark returns are always time weighted. (See Returns below for more detail on time weighted returns)

### **Blended Benchmark**

A blended benchmark is a benchmark that is constructed from two or more underlying benchmarks. The weights of each underlying benchmark used in a blended benchmark remain constant over time.

### **Canadian Corporate Bond Fund**

The ONE Investment Canadian Corporate Bond Fund holds short and mid-term Canadian bonds managed by MFS. Based on the benchmark duration at December 31, 2023, the permitted duration range is 3.67 to 6.67. MFS aims to outperform the benchmark, which is:

- 48% FTSE Canada Universe All Government Bond Index +
- 40% FTSE Canada Short-Term Corporate A Index +
- 10% FTSE Canada Universe Corporate AAA/AA Index +
- 2% FTSE Canada 91-Day Treasury Bill Index.

### **Canadian Equity Fund**

The ONE Canadian Equity Fund holds Canadian stocks managed by Guardian Capital. Guardian aims for below-market risk, achieved with a ONE-imposed constraint on the weight of Material and Energy sectors because of the expected above-market volatility of these sectors.

### **Canadian Government Bond Fund**

This ONE Government Canadian Bond Fund holds short-term Canadian bonds managed by MFS. Based on the benchmark duration at December 31, 2023, the permitted duration range for the Fund is 1.12 to 2.12. MFS aims to outperform the benchmark, which is:

- 60% FTSE Canada Short-Term Government Bond Index +
- 40% FTSE Canada 91-Day Treasury Bill Index.

### **Book Value**

Book value is the Unit Cost of each holding multiplied by the number of units. It represents the amount originally paid to invest in the holding and takes into account all contributions and withdrawals.

## **CAD**

This is a short form for “Canadian dollars”. Although the outcomes have exposure to foreign securities, all returns in the report reflect Canadian dollar-based returns. Foreign holdings will be impacted by movements in foreign currencies which may impact investment returns. This impact can be reduced by currency hedging strategies. The global equity exposure does not hedge currency exposure, but the global bond exposure may use hedging. The degree to which global bond exposure is hedged back to the Canadian dollar may vary and will reflect the currency hedging strategy of the external manager.

## **Consolidated Holdings**

Consolidated holdings are the aggregate value of all investments with ONE Investment. Consolidated holdings detailed in this report only reflect MNRI balances invested in ONE Investment’s Prudent Investor Funds and HISA balances under the control of the ONE JIB. In certain cases, clients may hold ONE Investment Legal List portfolios or HISA which will not be reflected in consolidated holdings in this report. Additionally, ‘in-kind’ securities pledged to the ONE JIB will not be reflected in this report.

## **Discounts**

Certain fee discounts apply for investors in the ONE Investment Prudent Investor offering. These discounts include a 4bps discount that applies to AUM of Founding Members, and ‘tier discounts’ that apply for any investors with balances in excess of certain thresholds. These discounts would not apply to HISA balances but would apply to balances in Legal List portfolios (if applicable). Discounts will be rebated to the municipalities on a quarterly basis. These discounts are not taken into consideration in the performance details in this investment report.

**Distribution:** a cash payment of interest or dividends made by ONE Investment from a fund.

## **Duration**

This statistic applies to bonds and is similar in concept to term to maturity. The difference is that duration also takes into account the size and timing of interest payments. A bond with higher coupon payments will have a shorter duration than one with the same term to maturity and lower coupon payments: the reason is that the higher-coupon bond receives more of its return earlier. The higher the duration of a bond, the higher its sensitivity to interest rate movements.

## **Fees**

Fees include all expenses involved in managing the fund: external investment manager fees, custody costs, ONE Investment's costs and administrative costs.

## **Global Bond Fund**

The ONE Global Bond Fund is an unconstrained global bond mandate managed by Manulife Asset Management. The unconstrained nature of the mandate means that the fund will contain a mix of global government, corporate and securitized debt, including emerging markets and high-yield securities. The mandate is not constrained by sector or currency. Manulife aims to outperform the benchmark, which is Bloomberg Barclays Multiverse Index Unhedged.

## **Global Equity Fund**

The ONE Global Equity Fund holds Global stocks managed by Mawer Investment Management. Mawer aims to outperform the benchmark, which is MSCI All Country World Index (ACWI). This mandate invests in both emerging and developed markets. Manager will allocate capital to the best global opportunities, which may include both large and small capitalization companies. This mandate is intended to be a broadly diversified portfolio of wealth-creating companies bought at discounts to their intrinsic values that typically employ a long-term holding period.

## **High Interest Savings Account (HISA)**

This bank account is provided by CIBC. Its very short-term nature precludes it from being considered an investment. Interest income from HISA will be reflected only in the executive summary page as will a list of HISA transitions. As the HISA product is a demand deposit, its value of his does not fluctuate daily. In this way it differs from the ONE Investment fund whose price change in response to changes in the value of underlying investments. Returns for individual accounts holding HISA will not be presented in the report beyond what is disclosed in the executive summary. HISA balances held in the Prudent Investor Offering reflect MNRI and will be under the control of the ONE JIB.

**Holdings:** the ONE Investment funds or HISA Balances held in client accounts.

## **Inception Date**

The inception is the first date that an investment was made. For each account, this will be the first time funds were transferred in; for funds offered by ONE Investment, it is the date the funds started. For ONE JIB Founders, the Inception date is July 2, 2020.



## **Income**

Income is a cash flow generated by an investment and normally includes interest on bonds and dividends on stocks. It is differentiated from capital gains, which also contribute to returns, but which are not considered income.

## **Investment Manager**

Investment managers are external firms hired by ONE Investment to create funds to our specifications. These are MFS Investment Management Canada for Canadian fixed income, Manulife Asset Management for global fixed income, Guardian Capital Group Ltd for Canadian equity, and Mawer Investment Management Ltd for global equity.

## **Market Value**

The value of an investment at current market prices, calculated by multiplying the Price (defined below) by the number of units held.

## **ONE Joint Investment Board (ONE JIB)**

The joint board established by founding municipalities as a municipal services board under section 202 of the Act as required under Part II of the Regulation, and is the duly appointed Joint Investment Board for the municipality, as constituted from time to time and acting pursuant to the Terms of Reference set out in the ONE JIB Agreement.

## **Outcome**

Outcome means, in the context of the Investment Plan, the same thing as ‘solution’. Investment Outcomes are a set of investment allocations with varying risk/return characteristics. The Outcomes assigned to each municipal investor are intended to reflect the needs and circumstances of the municipality. ONE JIB has five pre-defined basic outcomes:

### **Cash:**

The Cash Outcome is designed for investments with a time horizon of less than 3 years. Preservation of capital and liquidity are the highest priorities. Investments allocated to this outcome are expected to be transferred back to the care and control of the municipal treasurer when the funds are reclassified as MRI.

### **Contingency:**

The Contingency outcome is designed for investing contingency reserves. The funds in this outcome may be drawn upon to meet unexpected needs and infrequent events. The investment horizon for this outcome is typically greater than 5 years, with an emphasis placed on long-term growth and preservation of purchasing power is a key consideration.

### **Asset Management Reserves:**

The Asset Management Reserve Outcome is specifically designed for very long investment horizons with a well-defined purpose. Allocations to this Outcome are intended to generate returns to help fund asset management objectives. The long-term nature of asset management reserves allows this Outcome to emphasize long-term growth.

### **Stable Return:**

The Stable Return Outcome is designed to provide an annual income while preserving the value of the principal investment. The principal amount is often invested in perpetuity with no intent to withdraw for the foreseeable future. This outcome is frequently used by municipalities looking to replace the income stream of a utility that has been sold, with some or all proceeds of the sale acting as the principal.

### **Target Date:**

The Target Date Outcomes are designed for contributions toward planned capital projects. There are three target date designs for different time horizons: 3 to 5 years; 5 to 10 years; and greater than 10 years. For capital projects in the 3-to-5-year range, preservation of capital is prioritized. For projects in the 5-to-10-year range, emphasis is placed on inflation mitigation and meeting target funding requirements. For projects in the greater-than-10-year range, emphasis is placed on longer-term inflation adjusted growth.

### **Price**

The price of ONE funds is the unit price at a point in time, also known as the net asset value, which is calculated daily by CIBC Mellon. This price takes into account the last traded prices of all securities held by the manager, the bid/ask spread where no recent trade is available and a daily accrual for all fees including investment management and administration.

### **Prudent Investor Standard**

The standard requiring ONE JIB, when investing money under section 418.1 of the Act, to exercise the care, skill, diligence and judgement that a prudent investor would exercise in making such an investment but does not restrict the securities in which a municipality can invest. The Prudent Investor standard applies to the entire portfolio of Long-Term Funds under control of ONE JIB rather than to individual securities.

### **Quality**

This statistic refers to the creditworthiness of bonds based on ratings provided by bond rating agencies such as S&P, DBRS, Fitch and Moody's. The highest quality bonds are rated AAA and range down from there to AA, A and BBB, all of which are investment grade ratings. Ratings below BBB are considered high yield. The lower a credit rating, the higher a bond's yield to maturity and commensurate risk of default on interest payments or principal. The credit rating on an entire fund is calculated as a weighted average.

### **Realized and Unrealized Gains**

Capital gains reflect the movement in the Price of investments as they rise over time relative to their average Unit Cost. Negative gains are losses, meaning that the Price of the units in the account is lower than the average Price paid for them (Unit Cost). Because gains / losses are calculated based on net asset values, they are diminished by the amount of fees. (Please see Fees, Price and Unit Cost.)

- **Unrealized gains** exist “on paper” until the investment is sold in return for cash, at which point they become realized.
- **Realized gains** are generated by withdrawals from accounts during the time period in question based on the unit Price compared to the Unit Cost.

## Returns

Returns measure the percentage increment in value generated by investments over a period of time. Unless otherwise noted, time-weighted total returns are reported here, which include all forms of income and capital gains. There are different aspects to return calculations explained below.

- Calendar Year Return: reflects the total return generated by investments in the specified year any between January 1 to December 31.
- Annualized Returns: the total return generated by investments in each year for holding periods greater than one year. Annualized returns are the geometric average over a multi-year period, meaning they represent the compound return. For periods of one year or less, the actual return is shown without the effect of compounding.
- Returns in this report are calculated net of fees based on the Prices of the ONE Investment funds. These are calculated daily by CIBC Mellon and take into account all fees and costs associated with managing the fund.
- Return details in this report do not account for fee discounts that may apply for some Prudent Investor clients.
- Time-weighted returns: returns in this report are time-weighted in order for them to be compared to the benchmarks. Time-weighted returns are calculated in a way that excludes the effect of the timing of contributions and withdrawals (cash flows) from the fund. (To capture the effect of cash flows and measure their impact on returns, investors would instead need use dollar-weighted return calculations.)

## Unit Cost

Unit Cost is the weighted average Price paid for all the Fund units held in the account and reflects the impact of units bought and sold over time.

**Unrealized Gains:** Please see Realized and Unrealized Gains

**Value Added:** The return generated by an investment manager above (or below, if negative) the benchmark.

**Year to Date:** The time period beginning January 1 and ending at the most recent quarter end.

# Town of Whitby

## Staff Report

[whitby.ca/CouncilCalendar](http://whitby.ca/CouncilCalendar)



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### Report Title: Single Source Contract Award for Design Services for the New Whitby Fire Station

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**Report to:** Committee of the Whole

**Date of meeting:** May 5, 2025

**Report Number:** FS 26-25

**Department(s) Responsible:**

Financial Services Department  
Community Services Department

**Submitted by:**

Fuwing Wong, Commissioner, Financial Services & Treasurer  
John Romano, Commissioner, Community Services

**Acknowledged by M. Gaskell,  
Chief Administrative Officer**

**For additional information, contact:**

Christine Wood, Senior Manager,  
Procurement & Risk

Catherine Bridgeman, Director, Facilities  
Brad Collard, Capital Project Manager

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#### 1. Recommendation:

1. That staff be authorized to award a single source contract to Thomas Brown Architects for the detailed design of the New Whitby Fire Station, in the amount of \$942,185 plus HST, funded from capital project # 71231201 - FH6 - New Construction; and,
2. That a 2025 capital project be approved for the construction of Fire Hall 6, in the amount of \$17,000,000, funded from internal borrowing between Development Charges reserve funds as outlined in Staff Report FS 26-25.

**2. Highlights:**

- It is recommended that Thomas Brown Architects (“**TBA**”) be provided a single source award contract for the detailed design of Fire Hall 6;
- Based on this award and the methodology outlined in this report, the anticipated construction completion of the new fire hall is Summer, 2027 (or approximately six to eight months earlier than other design/construction options considered).
- In order to be able to tender for construction in 2025, following completion of detailed design, it is recommended that a capital project for the construction of Fire Hall 6 be approved in the amount of \$17,000,000 and funded from internal borrowing between Development Charges reserve funds;
- The uncommitted balance in the Fire Services Development Charges reserve fund is currently at approximately \$1,000,000 so the Fire Hall construction project will temporarily borrow from the Development Charges reserve funds intended for other service areas (e.g., Roads, Parks). This will result in the deferral of other growth-related capital projects planned in the Town's 10-year capital forecast.

**3. Background:**

The Master Fire Plan identified a need for a new station to address the response times to the increased development of residential, commercial, and industrial construction in West Whitby.

In 2023 Whitby and Oshawa were the busiest Fire Departments in the Region with Whitby responding to 6771 calls. The Design and Construction of the New Whitby Fire Station will address compliance with response times as per NFPA 1710.

The Town’s Procurement Policy F 080 (Schedule C) provides for instances when the Town may have limited tendering and single-source contract awards

**4. Discussion:**

Key considerations for delivery of this project include Schedule, Quality, and Budget:

**Schedule**

Acknowledging the Town is currently in the process of hiring 20 firefighters for a new fire hall and to improve response times for West Whitby, several project delivery methods were considered and analyzed for the design and construction process. Staff examined three options including:

1. Design-Build;
2. Design-Bid-Build; and,
3. Direct award with expedited Design-Bid-Build.

The Design-Build method requires a Compliance Architect to be retained by the Owner to develop output specifications for the project (contract documents) and to monitor compliance during the design build phase. A design-build firm comprised of a separate Design Architect working as a sub-consultant to a General Contractor is contracted for a fixed price to design and build the project based on the output specifications. Based on standard process timeframes for procurement of the Compliance Architect, prequalification for Design-Build firms, and tendering, the estimated total completion for this method is **December 2027**.

The Design-Bid-Build method is a linear process where an Architect is retained by the Owner as the Prime Consultant to provide the design, tender documents, and contract administration services. A General Contractor is contracted for a fixed price to build the project. Based on standard process timeframes for procurement of the Prime Consultant, design, General Contractor prequalification, and tendering, the estimated total completion for this method is **April 2028**.

The Direct award with expedited Design-Bid-Build method is essentially the same as Design-Bid-Build with expedited timeframes for procurement of the Prime Consultant and the design process. Based on the expedited timeframes, the estimated total completion for this method is **July 2027**.

### **Design Process and Quality**

Leveraging the expertise of TBA, Ontario's leading architecture firm specializing in fire station design, ensures that the project is informed by the latest trends in the field. In the proposed model, The Project Team (Facilities /Fire and Emergency Services) will develop a functional program outlining the requirements of the building, which will be shared with TBA along with the budget to be used as the basis of the design. This will eliminate several phases of the traditional Design-Bid-Build process while maintaining quality control throughout the design and construction phases.

### **Budget**

Streamlining the design consultation for the station enhances efficiency and lowers costs. Advancing quickly to construction while ensuring clarity regarding expenses and timelines is essential to mitigate potential budgetary risks.

Based on the evaluation and project specific requirements, Staff recommended proceeding with the direct award expedited Design-Bid-Build approach and a single source contract award for prime consultant services to Thomas Brown Architects.

The recommended approach of direct award expedited Design-Bid-Build will reduce the amount of time for procurement of the prime consultant by approximately three months and reduce the time required for design by approximately six months. Based on this approach, the estimated completion of the New Whitby Fire Station is Summer, 2027. Expediting the project timeline will ensure the New Fire Station is operational as soon as possible, providing much-needed accommodation for the newly hired firefighters and enabling the Town to improve critical services for the community.

**Procurement Policy**

The Town's Procurement Policy F 080 (Schedule C) outlines when the Town may have limited tendering and single source award a contract. As it relates to the proposed award to TBA, the following rationale in the Policy would apply:

Schedule C - (f) In situations of extreme urgency to limit the Town's ability to or meet contractual timelines due to unforeseen circumstances.

- The Master Fire Plan identified a need for a new station to address the response times due to the increased development of residential, commercial and industrial construction in West Whitby.
- The Town has hired 20 New Fire Fighters to support the New Fire Station, these Fire Fighters will be temporarily housed at Station #4 until the completion of the New Station.
  - The expedited design and construction of the New Whitby Fire Station supports the NFPA 1710 Level of Service requirements for the rapid growth of West Whitby.

Schedule C - (j) The expertise of an individual organization or individual is deemed specifically required by the municipality.

- Thomas Brown Architects (TBA) has extensive experience in the design and construction of fire stations and emergency service facilities (over 100+ fire stations). TBA has a strong connection to the Durham Region and the Town of Whitby. They have completed fire stations recently in Pickering and Oshawa and were the prime consultants for Whitby stations 1,3,4 and the addition to 5.
- TBA's expertise in fire station design will significantly accelerate the design process. The approach involves utilizing an existing building with identical program requirements as a foundation and modifying it to align with the Town of Whitby's sustainability goals and the specific conditions of the project site.



## 5. Financial Considerations:

Based on the proposal provided by Thomas Brown Architects, for the engineering fees for detailed design and technical review, staff recommend awarding the single source award amounting to \$942,185 (plus HST). The detailed design costs will be funded from project 71231201 approved through the 2025 capital budget process. As shown in Table 1, below, Capital Project 71231201 has a budget of \$2,300,000 which is funded from Fire Services Development Charges:

**Table 1**

<b>Project Breakdown</b>		
<b>Total Approved Budget</b> 71231201 - FH6 - New Construction		<b>\$2,300,000.00</b>
Recommended Award to TBA	\$942,185.00	
Contingency	\$200,000.00	
HST	\$148,484.05	
<b>Total Contract Amount</b>	<b>\$1,290,669.05</b>	
HST Rebate (Non-ITC)	(\$128,381.59)	
<b>Other Project Costs</b>		
Surveys / Studies & Reports	\$127,200.00	
<b>Design Cost Estimate</b>		<b>\$1,289,487.46</b>
<b>Projected Budget Surplus</b>		<b>\$1,010,512.54</b>

As shown in Table 1, above, the Design Cost Estimate is projected to be \$1,289,487.46 (inclusive of the proposed award, contingency, and other design project costs). This results in a projected budget surplus of \$1,010,512.54 which will be used for the construction portion of the new fire hall project.

### Construction Capital Project:

It is anticipated that detailed design will be completed in 2025. To allow for the construction tender and potential award of a construction contract in 2025, it is recommended that a capital project for the construction of Fire Hall 6 be approved in the amount of \$17,000,000 and funded from Development Charges reserve funds. The \$17 million is a high level estimate at this time and includes a provision for potential tariffs on construction materials and a provision for furniture, fixtures, and equipment.

The uncommitted balance in the Fire Services Development Charges (“DC”) reserve fund is currently at approximately \$1.1 million so the Fire Hall construction project will temporarily (internally) borrow from the Development Charges reserve funds for other service areas (e.g. Roads, Parks). **This will result in the deferral of other growth-related capital projects planned in the Town’s 10-year capital forecast.**

In lieu of internal borrowing (from other DC reserve funds), this project could proceed via external debt. However, it is not recommended that the Town proceed with external debt-financing of Development Charges/Growth-related capital projects at this time as the Town is currently experiencing low development growth/low DC revenue inflows due to the state of the economy and electricity distribution constraints. Accordingly, DC revenue inflows may not be sufficient to cover debt servicing costs (i.e. principal and interest payments) to a financial institution for a number of years. If the Town borrowed funds externally and DC revenues could not fully service the debt payments, the Town may be required to use tax dollars to supplement the fixed debt payment obligations.

To illustrate this point, Staff projected that debt servicing costs on a \$17 million debenture to fund the new Fire Hall construction to be \$1.6 million per year. Based on historic DC revenue inflows for Fire services, DC revenues alone would be insufficient to service the annual debt payments:

- the Town’s 2021 and 2022 DC revenues exceeded \$40 million per year. Of this amount, an average of \$1.4 million per year was collected/allocated to the Fire DC Reserve Fund.
- In 2023 and 2024, DC revenues dropped to \$9 million and \$18 million, respectively. The corresponding DC revenues from 2023 and 2024 allocated to the Fire DC Reserve was \$0.2 million and \$0.4 million, respectively.
- Annual debt servicing costs (i.e. principal and interest payments) on a \$17 million loan for the Fire Hall construction would be approximately \$1.6 million per year (assumed 6.95% interest, 20 year term)

The above analysis shows that DC revenue inflows (resulting from development/growth within the Town) would need to exceed \$43 million a year, a level not experienced by the Town in the last four (4) years, in order to have sufficient Fire DC Revenues to service a \$17 million debenture. Further, if all DC inflows were used to service this debt, this will not leave much Fire DC reserves remaining to purchase growth-related fire vehicles or to fund the next fire hall (Fire Hall #7).

## 6. Communication and Public Engagement:

N/A

**7. Input from Departments/Sources:**

The Facilities Division of the Community Services Department has worked closely with the Whitby Fire and Emergency Services (WFES), and Financial Services in the development of this project

**8. Strategic Priorities:**

The recommended approach of direct award expedited Design-Bid-Build will reduce the amount of time for procurement of the prime consultant by three to four months and reduce the time required for design by an additional three to six months. Expediting the project timeline will ensure the New Fire Station is operational as soon as possible, to address and advance the following Community Strategic Priorities:

Whitby's Neighbourhoods – Safe, Healthy, & Inclusive

1.1.5 Review and plan for fire services to address growth of community

Begin implementation of recommendations of the Fire Master Plan

Proceeding with the recommended approach allows for the Town to move forward with the expedited design for the new fire station enabling the Town to improve critical services for the community.

**9. Attachments:**

N/A

# Town of Whitby

## Staff Report

[whitby.ca/CouncilCalendar](http://whitby.ca/CouncilCalendar)



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### Report Title: Growth-Related Development Fees Exemptions for Affordable Residential Units

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**Report to:** Committee of the Whole

**Date of meeting:** May 5, 2025

**Report Number:** FS 14-25

**Department(s) Responsible:**

Financial Services Department

**Submitted by:**

Fuwing Wong, Commissioner of  
Financial Services / Treasurer

**Acknowledged by M. Gaskell,  
Chief Administrative Officer**

**For additional information, contact:**

Raymond Law – Manager, Development  
Finance, ext. 2909

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#### 1. Recommendation:

1. That Council approve the Affordable Residential Units Exemptions Policy included as Attachment 1 of Staff Report FS 14-25
2. That the Treasurer be delegated the authority to enter into and make certain amendments to the agreements as outlined in this Report FS 14-25 with the Region of Durham and property owners for the purpose of providing development charge, parkland dedication, and community benefit charge exemptions for Affordable Residential Units.

#### 2. Highlights:

- The Province of Ontario passed various legislative bills that amended the Development Charges Act, 1997 (“DCA”) and the Planning Act, R.S.O. 1990 (“PA”), to exempt affordable residential units (“ARU”) from development charges, community benefits charges and parkland dedication requirements (collectively “growth-related development fees”).
- The Province also defines dollar thresholds for developments to qualify as ARUs, by municipality, in the “Affordable Residential Units for the Purposes of the

Development Charges Act, 1997 Bulletin” (**ARU Bulletin**) based on income and market rates/prices within each municipality.

- The ARU Bulletin currently notes that affordable unit rate thresholds for the Town of Whitby as follows:
  - Affordable Rental Housing:
    - \$1,533/month for 3+ bedroom units;
    - \$1,433/month for 2-bedroom units;
    - \$1,287/month for 1-bedroom units; and,
    - \$1,036/month for bachelor units;
  - Affordable Ownership Housing
    - \$517,400 purchase price threshold
- A draft Affordable Residential Units Exemption Policy reflecting Staff recommendations on the implementation of the legislated exemptions for development charges (both Town and Regional), community benefit charges, and parkland dedication is included as “Attachment 1” to this report.
- A draft template for the Affordable Residential Units Unit Exemptions Agreement, developed in collaboration with the Region of Durham and designating the Region as a party to the Agreement, is provided as "Attachment 2" to this report.
- The proposed agreement includes the following:
  - Agreements are registered on title;
  - Applicants to ensure ARUs remain affordable for 25 years;
  - If default occurs, the owner (at the time of default) must reimburse the Town and Region the lesser of:
    - The remaining prorated exemptions (plus interest); or,
    - applicable growth-related development fees at the time of default.
  - Pro-rating reduces owed amounts by 1/25 for each full year elapsed.
  - Unpaid charges after 90 days may be added to the property tax roll for collection.

### 3. Background:

In October, 2022 the Province of Ontario introduced the *More Homes Built Faster Act, 2022* (“**Bill 23**”). Bill 23 proposed various amendments to the DCA including definitions for affordable and attainable residential units based on market value averages. The PA would also be amended to reference the definitions. These definitions would be necessary as Bill 23 would introduce provisions to the PA and DCA that would exempt affordable and attainable residential units from applicable community benefits charges, parkland dedication, and development charges. Bill 23 received Royal Assent on November 28, 2022, but the exemptions for affordable and attainable units would not come into force until a proclamation issued by the Lieutenant Governor.

In December 2023, the Province of Ontario passed the *Affordable Homes and Good Jobs Act, 2023* (“**Bill 134**”). Amongst other proposed changes to the DCA, Bill 134 further expanded the definitions for ARUs. An income-based approach was added, and the market value-based approach was refined.

The implementation date for these exemptions would not be made known until the introduction of the *Cutting Red Tape to Build More Homes Act, 2024* (“**Bill 185**”) in April 2024. Bill 185 would reverse some of the proposed changes to the DCA brought forward by Bill 23 but there would be no changes in relation to the affordable and attainable residential units. Bill 185 would receive Royal Assent on June 6, 2024, and the amendments to the PA and DCA exempting affordable and attainable residential units would be proclaimed into force as of June 1, 2024.

#### Definition of an Affordable Residential Unit

Following the amendments introduced by the previously mentioned legislative bills, ARUs are classified into one of two categories within the DCA.

An “Affordable Residential Unit, **Rental**” is defined as a unit where the rent is not greater than the lesser of:

- Income-based rent: Rent that is equal to 30 per cent of gross annual household income for a household at the 60th percentile of the income distribution for renter households in the local municipality; and
- Market-based rent: Average market rent of a unit of the same unit type in the local municipality.

An “Affordable Residential Unit, **Ownership**” is defined as a unit where the price is not greater than the lesser of:

- income-based affordable purchase price for the residential; and
- 90 per cent of the average purchase price.

In May 2024, the Minister of Municipal Affairs and Housing released the first [ARU Bulletin that defines Affordable Residential Units \(Rental and Ownership\)](#) by municipality, based dollar thresholds calculated on an income and market approach (noted above) for each Ontario municipality. The Minister will update the Affordable Housing bulletins regularly and the Town will use the amounts outlined in the bulletins as the definition (or upper threshold) for ARU’s going forward. The current thresholds for ARU’s posted are to remain until the next anticipated update on June 1, 2025.

Based on the ARU Bulletin, the Town of Whitby’s monthly rental rate thresholds for an **Affordable Residential Unit, Rental** are as follows (i.e. the maximum monthly rent a landlord may collect from a tenant for the unit to still qualify as affordable/an ARU for the exemption program):

- Units with 3 or more bedrooms: \$1,533/month
- Units with 2 bedrooms: \$1,433
- Units with 1 bedroom: \$1,287
- Bachelor units: \$1,036

Further, based on the ARU Bulletin, the purchase price threshold for an **Affordable Residential Unit, Ownership** (i.e. the maximum price a unit could be sold for and still qualify as affordable/an ARU for the exemption program) is \$517,400.

#### Exemption from Growth-Related Development Fees

For an ARU to be exempt from growth-related development fees (specifically, Town and Regional development charges, community benefits charges and parkland dedication) the units must be sold or rented in an arm's length transaction. Additionally, there is a requirement for the units to remain affordable for a period of 25 years.

#### Definition of Attainable Still Under Development

Although attainable residential units are included and referenced in the legislation, the Province has yet to provide a formal definition or criteria for evaluating these units. Until such a definition is established, no exemptions will be granted based on the designation of attainable units.

### **4. Discussion:**

The DCA includes provisions to support compliance with the conditions and requirements of receiving an exemption for ARUs, and to protect the municipality in the event of non-compliance. These provisions include entering into agreements with the municipality, and registration of said agreements on title of the property. While certain aspects of the legislation are explicitly detailed, others are left to the discretion of individual municipalities as policy decisions. The subsequent section provides an overview of these decisions, and the draft Affordable Residential Units Exemption Policy reflecting Staff recommendations are included as "Attachment 1" to this report.

#### Agreements

To ensure that the unit remains affordable for a period of 25 years, the seller or landlord must enter into an agreement with the Town. Section 4.1(12) of the DCA states that "The Minister of Municipal Affairs and Housing may establish standard forms of agreement" to be used for the purposes of ARU exemption from development charges. However, at the time of this report, no standard agreement has been established by the Ministry of Municipal Affairs and Housing.

A working group including Region of Durham and the lower-tier municipalities within the Region was established with the purpose of creating a standard agreement that would be a standardized tri-party agreement. The tri-party agreement would reduce the administrative cost and requirement for the developer, and also protect the Town and Region of Durham's interests.

The Affordable Residential Unit Exemptions Agreement template is included as "Attachment 2" for Council's approval, it is requested that Council provide the Treasurer delegated authority to enter into and amend such agreements.

**Term of the Agreement**

Unless terminated earlier, agreements shall take effect and remain in effect until the earlier of:

- a) The twenty-fifth (25<sup>th</sup>) anniversary of the date the last ARU is occupied at the Development; or
- b) One year after the twenty-fifth (25<sup>th</sup>) anniversary of the date the first ARU is occupied at the Development.

**Registration of the Agreement**

As there are no restrictions on the sale of an affordable unit, it is probable that ownership will change during the 25-year term. To ensure that the provisions of these agreements are enforceable, staff recommend that all agreements be registered on title against the applicable land. The municipality is authorized to do so through the DCA to best ensure that the provisions of the agreements will apply to the registered owner at any given time through subsequent changes of ownership.

The registration of the agreement on title is an effective method to ensure that the intent of the unit to remain affordable is not forgotten over a long period of time, i.e. 25 years. However, Staff anticipate that there will be future situations where a subsequent purchaser will claim they were not aware and/or they need to sell the unit at market rates (i.e. above the Affordable thresholds set by the Province via the ARU Bulletin). The proposed Agreement allows for this situation and applies growth-related development fees pro-rated over the balance of the 25 years remaining (see more information below).

**Associated Costs**

Any cost or expenses incurred for the preparation, registration, discharge, administration and enforcement of the agreements are the obligation of the Owner. Town staff will be bringing forward any changes required to the Fee By-law #7220-17, as amended to account for any increased costs related to this Agreement.

**Monitoring**

To ensure the integrity of the ARU exemptions, Staff recommend verification of ARU thresholds (to the current ARU Bulletins) at the following transaction stages:

- Occupancy;
- Change of ownership; and,
- Execution of a lease

For Affordable Residential Units, Rental, the Region of Durham will take the lead to develop and implement an annual monitoring/reporting process that may include the requesting of leases, proof of rent receipts, attestations/declarations, or any other information or documentation to establish the rents paid by tenants occupying ARUs.

For Affordable Residential Units, Ownership, the lower tier municipalities/Town of Whitby Staff will take the lead to develop and implement a process for monitoring, reviewing, and verifying that may include submission of Agreement of Purchase and



Sale, attestations/declaration, or any other information or documentation to establish that the sale price is within the threshold for an affordable residential unit, ownership.

### Default of Agreement

The Agreement will include provisions that if within the 25-year period, if the unit ceases to meet the criteria for an ARU (i.e. being rented or sold at a rate/price exceeding the prevailing rate/price specified in the ARU Bulletin) or if the Owner is found to be in default of any provision of the Agreement, the Owner must reimburse the Town the lesser of the following:

- a) The value of exemptions previously provided, pro-rated with the addition of interest calculated from the date a building permit is first issued; or
- b) The applicable Development Charges, Community Benefit Charges, and Cash in Lieu of Parkland Dedication at the time of default for the ARUs.

This provision encourages ARU's to remain affordable over the full 25-year period but recognizes that there may be situations where a future homeowner may need to sell at market prices / where a future apartment owner may need to lease at market rents (above the ARU Bulletin thresholds). It is recommended that future Councils not waive this provision (and required payment) as it will indicate to other Affordable Residential Unit owners that the payment may not be required and may result in a decrease in affordable housing supply (rental or ownership) in Whitby, overall.

### Pro-rating

Pro-rating for an Event of Default of the Agreement will be calculated by subtracting from the amount of charges for each ARU default, one twenty-fifth (1/25) of the amounts owed for each full calendar year that has elapsed during the term where the unit met the ARU definition. No pro-rating will be given for partial calendar years.

Effectively, the growth-related development fees are divided by 25 years and pro-rating:

- recognizes / provides a reduction for the full years the unit met the ARU definition; and,
- calculates growth-related development fees to be paid for the remaining years (to a maximum of 25 years) that the unit will no longer be affordable.

### Interest

The Town has established a policy to apply interest at the maximum prescribed rate to all development charges payments that are subject to a locked-in rate or paid through installments. It is recommended that this same rate and structure be utilized when interest is applicable to the Agreement. The maximum prescribed interest rate is defined as the average prime rate of the five largest banks in Canada, plus an additional 1%, adjusted quarterly.

### Unpaid Charges Added to Taxes

If the amounts owing remain unpaid after ninety (90) calendar days of the Owner receiving written notice of an Event of Default, the unpaid amounts may be added to the

tax roll and be collected in the same manner as taxes in accordance section 32 of the DCA.

#### Amendments to Agreements

Town staff propose that the Treasurer be authorized to make amendments to the Agreement to ensure that the Town's interests are protected or in situations which do not unduly delay the construction of affordable housing. Such amendments will be minor in nature and will only be for minor changes to the core terms noted above. Should an owner or developer seek more substantial changes to the Agreement, including those which make significant changes to the core terms, above, Council authority will be required.

### **5. Financial Considerations:**

As the exemption for ARUs from development charges is a statutory exemption (i.e. mandated by legislation), the Town is not required to identify alternative funding sources to compensate for the resulting development charges shortfall.

The Provincial requirement to ensure that an Affordable Residential Unit (rental or ownership) remains "affordable" (in accordance with the ARU Bulletin) for 25 years helps to ensure there will be a supply of affordable housing (rental or ownership) in the long-term through financial incentives. However, the financial incentives are at the expense of funding, at the municipal level, required to address growth-related infrastructure pressures. Further, the requirement to monitor and enforce is also at the local municipal level. That is, the municipalities must develop programs to administer the agreements, monitor the sales/lease transactions on ARU's, and enforce the collection if an ARU ceases to meet the ARU Bulletin definition before the 25-year period. Staff will also monitor the costs and staff resources related to administering this program and recommend additional staff resources and related recovery fees in future budgets, if required.

### **6. Communication and Public Engagement:**

The approved policy will be made publicly available on the Town's website, to be included under the Finance Policies section of the Town Policies [webpage](#).

### **7. Input from Departments/Sources:**

This report and Attachment 2 have been reviewed in detail and incorporate feedback from Legal Services and Financial Services.

A draft policy was reviewed by the Policy Co-ordination Committee and their feedback has been incorporated into the Affordable Residential Unit Exemptions Policy included as Attachment 1.

### **8. Strategic Priorities:**

The recommendations in this report support the following Community Strategic Plan priorities:

Pillar 1: Action Item 1.3.4 – In collaboration with partners, support the implementation of Durham Region’s Housing Plan regarding affordability and diversity of housing.

**9. Attachments:**

Attachment 1 – Growth-Related Development Fees Exemption for Affordable Residential Units Policy

Attachment 2 – Affordable Residential Unit Growth-Related Development Fees Exemption Agreement Template



# Town of Whitby Policy

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<b>Policy Title:</b>	Growth-Related Development Fees Exemption for Affordable Residential Units Policy
<b>Policy Number:</b>	To be assigned following Council approval
<b>Category:</b>	Finance
<b>Reference:</b>	Development Charges Act, 1997 Planning Act, R.S.O. 1990, c. P.13 Bill 23, More Homes Built Faster Act, 2022 Bill 134, Affordable Homes and Good Jobs Act, 2023 Bill 185, Cutting Red Tape to Build More Homes Act, 2024
<b>Date Approved:</b>	<a href="#">Click here to enter a date.</a>
<b>Date Revised:</b>	<a href="#">Click here to enter a date.</a>
<b>Approval:</b>	Council
<b>Point of Contact:</b>	Financial Services Department

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## Policy Statement

The Town of Whitby is committed to supporting the development of diverse housing options and ongoing community growth. By taking meaningful action to address housing challenges, the Town is dedicated to increasing housing supply, fostering sustainable development, and access to safe, affordable, and inclusive housing for all.

## Purpose

The purpose of this policy is to promote consistent and transparent application of growth-related development fee exemptions for affordable residential units. This policy is developed in alignment with the relevant legislative framework, providing guidance on areas not explicitly covered in the legislation. It further aims to safeguard the Town's interests while minimizing barriers to effective implementation.

## Scope

This policy applies to exemptions of growth-related development fees, as permitted under section 4.1 of the Development Charges Act, 1997, S.O. 1997, c. 27 ("**DCA**") and subsections 37(32.1), 42(3.0.3) and 51.1(1.1) of the Planning Act, R.S.O. 1990, c. P.13. ("**PA**")

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## 1. Definitions

- 1.1. **Agreement** means the Affordable Residential Unit Growth-Related Development Fees Exemption Agreement between the Town of Whitby and the Owner, and in some instances the Region of Durham.
- 1.2. **Affordable Residential Unit (“ARU”)** means a residential unit that at all times meets the criteria set out in subsections 4.1(2) or 4.1(3) of the Development Charges Act, 1997.
- 1.3. **Affordable Residential Units Bulletin** means the bulletin entitled the “Affordable Residential Units for the Purposes of the Development Charges Act, 1997 Bulletin”, as it is amended from time to time, that is published by the Minister of Municipal Affairs and Housing on a [website](#) of the Government of Ontario
- 1.4. **Affordable Residential Unit, Ownership** means a residential unit not intended for use as a rented residential premises shall be considered to be an affordable residential unit if it meets the following criteria:
  - a) The price of the unit is no greater than the lesser of,
    - i. the income-based affordable purchase price for the residential unit set out in the Affordable Residential Units Bulletin, and
    - ii. 90 per cent of the average purchase price identified for the residential unit set out in the Affordable Residential Units Bulletin.
  - b) The residential unit is sold to a person who is dealing at arm’s length with the seller.
- 1.5. **Affordable Residential Unit, Rental** means a residential unit intended for use as a rented residential premises shall be considered to be an affordable residential unit if it meets the following criteria:

- a) The rent is no greater than the lesser of,
    - i. the income-based affordable rent for the residential unit set out in the Affordable Residential Units Bulletin, and
    - ii. the average market rent identified for the residential unit set out in the Affordable Residential Units Bulletin.
  - b) The tenant is dealing at arm's length with the landlord.
- 1.6. **Growth-Related Development Fees** means Development Charges (Town and Region of Durham), Community Benefit Charges, and Cash-in-Lieu of Parkland Dedication fees
  - 1.7. **Event of Default** means any occurrence outlined in the Agreement that constitutes a breach or failure of obligations.
  - 1.8. **Landlord** or **Owner** means the registered owner of the Property and its agents, heirs, administrators, successors and permitted assigns.
  - 1.9. **Property** means the land, buildings and any associated structures where a proposed development will include at least one affordable residential unit.
  - 1.10. **Treasurer** means the Commissioner, Financial Services/Treasurer of the Town.

## 2. Responsibilities

- 2.1. Commissioner, Planning and Development
  - Assisting stakeholders during pre-consultation / planning approval meetings in determining eligibility for exemptions as ARUs under the PA and DCA
- 2.2. Commissioner, Legal and Enforcement Services/Town Solicitor
  - Prepare Affordable Residential Unit Growth-Related Development Fees Exemption Agreement between the Town of Whitby and the Owner and registration/release of the Agreement against the title of the Property
- 2.3. Treasurer
 

Administer this policy, including but not limited to:

  - Determining the total amount of the development charge, community benefit charge, and cash-in-lieu of parkland dedication that would be payable under the by-laws and the Legislative Framework
  - Monitor and verify the status of ARUs to ensure compliance with the Agreement

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Policy Title: Growth-Related Development Fees Exemption for Affordable Residential Units Policy

Policy Number: To be assigned following Council approval

- Determine and collect all development charges, community benefit charges, and cash-in-lieu of parkland dedication, including interest, in the Event of Default
- Working with Town staff to ensure the policy is administered correctly

### 3. Legislative Framework

- 3.1. The legislative framework for provisions of exemption for ARUs was proclaimed into force as of June 1, 2024.
- 3.2. The exemptions outlined in this policy are not to be applied retroactively.
- 3.3. ARUs are exempt from development charges under subsection 4.1(8) of the DCA:

The creation of a residential unit that is intended to be an affordable residential unit for a period of 25 years or more from the time that the unit is first rented or sold is exempt from development charges.

- 3.4. ARUs are exempt from community benefits charges under subsection 37(32.1) of the PA:

With respect to a development or redevelopment that includes affordable residential units or attainable residential units, as defined in subsection 4.1 (1) of the *Development Charges Act, 1997*, or residential units described in subsection 4.3 (2) of that Act, the community benefits charge applicable to such a development or redevelopment shall not exceed the total community benefits charge as determined, multiplied by the ratio of A to B where:

“A” is the floor area of all buildings that are part of the development or redevelopment minus the floor area of all affordable residential units, attainable residential units and residential units described in subsection 4.3 (2) of the *Development Charges Act, 1997*; and

“B” is the floor area of all buildings that are part of the development or redevelopment.

- 3.5. ARUs are exempt from conveyance of land for park purposes under subsections 42(1.1) and (3.02), and 51.1(1.1) and (3.03) of the PA:

With respect to land proposed for development or redevelopment that will include affordable residential units or attainable residential units, as defined in subsection 4.1 (1) of the *Development Charges Act, 1997*, or residential units described in subsection 4.3 (2) of that Act, the amount of land that may be required to be conveyed under subsection (1) shall not exceed 5 per cent of the land multiplied by the ratio of A to B where,

“A” is the number of residential units that are part of the development or redevelopment but are not affordable residential units, attainable residential units or residential units described in subsection 4.3 (2) of the *Development Charges Act, 1997*; and

“B” is the number of residential units that are part of the development or redevelopment

- 3.6. ARUs shall not be included in the calculation of net residential units when determining the conveyance of land for park purposes under the alternative requirement (hectares per residential unit) approach.

#### **4. Agreements**

- 4.1. The effective date shall be the date upon execution of the Agreement by all parties.
- 4.2. The term of the Agreement shall remain in effect from the effective date until the earlier of:
- a) the twenty-fifth (25<sup>th</sup>) anniversary of the date the last Affordable Residential Unit is occupied; or
  - b) one year after the twenty-fifth (25<sup>th</sup>) anniversary of the date the first Affordable Residential Unit is occupied
- 4.3. The Agreement is to be registered against and have priority on the title to the Property, and not released from title to the Property, except following the expiration of the term of the agreement, or by written request of the Owner with approval by the Treasurer, on such terms as the Treasurer deems appropriate in their sole and unfettered discretion.
- 4.4. Any release of the Agreement from title to the Property without the consent of the Treasurer shall be treated as an Event of Default (refer to section 8 of this policy).

#### **5. Limitations and Restrictions**

- 5.1. An ARU cannot be sublet for an amount greater than the combined rent, utilities, and maintenance fees being charged to the leaseholder.
- 5.2. An ARU must not be utilized for any purpose that undermines the objective of providing affordable housing. This includes, but is not limited to, its use for temporary accommodations.
- 5.3. Financial transactions and lease/agreement of purchase and sale agreements that undermine the objective of providing affordable housing are restricted. This includes, but is not limited to, transactions/agreements that



include cash and/or non-cash consideration that exceeds and circumvents the amounts listed in the Affordable Residential Units Bulletin.

- 5.4. A violation of the outlined restrictions constitutes an Event of Default and is subject to remedies as outline in Section 8 of this policy.

## **6. Verification**

- 6.1. Documents for the purpose of verifying units meet the criteria of an ARU can be in the form of rent rolls, lease agreements, agreements of purchase and sale, or other documentation to the Treasurer's satisfaction.
- 6.2. Documentation must be provided to the Treasurer within thirty (30) days of a change in ownership, which demonstrates that the purchase price of the unit(s) continue(s) to meet the criteria for an ARU.
- 6.3. A copy of the lease or rental agreement for an ARU must be provided to the Treasurer within thirty (30) days its execution.
- 6.4. The providing of false or misleading information to the Treasurer, whether for the purpose of verifying compliance or in response to requests for information or documentation related to compliance with the Agreement, constitutes an Event of Default.
- 6.5. Documents must be provided to the Treasurer annually for verification of compliance with this Policy and the Agreement. Annual verification of compliance documents for the preceding year is to be submitted by the Owner no later than January 31 and July 1 of the current year for rental and ownership units, respectively. Documents not provided to the Treasurer, by the Landlord or Owner or a previous Landlord or Owner, may constitute an Event of Default.

## **7. Associated Costs**

- 7.1. The Owner shall be responsible for all associated costs incurred in connection with:
- 7.1.1. registration and discharge of the Agreement, caution, restriction, and/or notice on title of the Property;
  - 7.1.2. preparation of consents to the Agreement;
  - 7.1.3. preparation of assumption agreements for the Agreement;
  - 7.1.4. applicable administrative fee in accordance with the policies of the Town; and

- 7.1.5. all legal costs, disbursements and other expenses incurred by the Town, on a full indemnity basis, in the event the Town takes any legal action in response to an event of default, or as it may otherwise take to enforce the Town's rights under this Policy or the Agreement.

## 8. Remedies

- 8.1. The amounts to be payable by the Owner in the event of default shall be the lesser of:
- a) The Development Charge, Community Benefits Charge and cash-in-lieu of parkland dedication that would have been payable, pro-rated as described below and with the addition of interest, accrued from the date a building permit was first issued, at the maximum prescribed rate in accordance with section 26.3 of the DCA; or
  - b) The applicable Development Charges, Community Benefit Charges, and Cash in Lieu of Parkland Dedication calculated using the prevailing rates for the ARUs at the time of the Event of Default.
- 8.2. Pro-rating will be calculated by subtracting one twenty-fifth (1/25) of the total amounts owed, for each full calendar year that has elapsed during the term. No pro-rating will be given for partial calendar years.
- 8.3. If the amounts owing, calculated within this section, are not fully paid after ninety (90) calendar days of the Owner receiving written notice of an Event of Default, the unpaid amounts may be added to the tax roll and be collected in the same manner as property taxes.

## 9. Successors

- 9.1. The Property or any part thereof is transferred, and the Transferee fails to enter into an assumption agreement for the Agreement as required, prior to the date of transfer shall be treated as an Event of Default.

**This Policy is hereby approved by Council Resolution #\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

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Policy Title: Growth-Related Development Fees Exemption for Affordable Residential Units Policy  
 Policy Number: To be assigned following Council approval

**AFFORDABLE RESIDENTIAL UNIT GROWTH-RELATED DEVELOPMENT FEES EXEMPTION AGREEMENT**

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**BETWEEN:**

**THE REGIONAL MUNICIPALITY OF DURHAM**

(the "Region")

-and-

**THE TOWN OF WHITBY**

("the Town")

-and-

**XXXXXXXXXXXX**

(the "Owner")

**WHEREAS:**

the Development Charges Act, 1997, S.O. 1997, c. 27 (the "DC Act") authorizes municipalities to pass a by-law for the imposition of development charges against land;

Regional Council pursuant to the DC Act enacted By-Law Numbers 42-2023, 39-2022, 2024-029, and 86-2001 (which terms shall include any amendments or successors thereto), which impose development charges and provide for the payment of development charges ("Regional DC By-laws");

the Council of the Town of Whitby, pursuant to the DC Act, enacted By-Law Number 7748-21 (which terms shall include any amendments or successors thereto), which imposes development charges and provides for the payment of development charges ("the Town DC By-law");

the Owner is the registered owner of the property municipally known as **[insert address]** and legally described as set out in Schedule A to this agreement (the "Property");

the Owner proposes to build a development at the Property that will include affordable residential unit(s), as defined in the DC Act ("Development");

section 4.1 of the DC Act exempts development charges for residential units that are intended to be an affordable residential unit for a period of 25 years or more from the time the unit is first rented or sold; and,

section 4.1 of the DC Act requires that the Owner enter into an agreement that requires the residential unit that is receiving the development charges exemption to be an affordable residential unit for a period of 25 years or more.

**NOW THEREFORE**, in consideration of the sum of ten dollars (\$10.00) of lawful Canadian currency paid by the Parties to each other, the mutual obligations and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

**DEFINITIONS**

1. In this Agreement, the following terms have the following respective meaning:

- (a) "DC Act" means the Development Charges Act, 1997, S.O. 1997, c. 27, as amended.
- (b) "Affordable Residential Unit" means a residential unit that at all times meets the criteria set out in section 4.1 of the DC Act and is rented or sold in accordance with this Agreement.
- (c) "Affordable Residential Units Bulletin" means the bulletin entitled the "Affordable Residential Units for the Purposes of the Development Charges Act, 1997 Bulletin", as amended, which is published by the Minister of Municipal Affairs and Housing.
- (d) "Building Permit" is the first building permit issued pursuant to the Building Code Act, S.O. 1992, c. 23 for the residential unit[s] the Owner proposes to build in respect of which development charges are payable. For greater clarity, this includes conditional building permits.
- (e) "Land Titles Act" means the Land Titles Act, R.S.O. 1990, c. L.5, as amended.
- (f) "Monthly Rent" means the monthly Rent for which a property can be leased, as designated according to the unit type in the Affordable Residential Units Bulletin, as amended.
- (g) "Mortgages Act" means the Mortgages Act, R.S.O. 1990, c. M.40, as amended.
- (h) "Municipalities" means the Region and the Town, collectively.
- (i) "Owner" means [XXXXXX] and its agents, heirs, administrators, successors and permitted assigns.
- (j) "Parties" means the Region, the Town and the Owner, collectively.
- (k) "Planning Act" means the Planning Act, R.S.O. 1990, c P.13, as amended.
- (l) "Purchase Price" means the price for which a property can be sold during the year, as designated according to the unit type in the Affordable Residential Units Bulletin, as amended.
- (m) "Rent" means the amount paid by for the lease of a unit, exclusive of any utilities (heat, hydro, water) and maintenance fees charged to the tenant.
- (n) "Sale Price" means the actual amount for which a property is sold, as listed on the agreement of purchase and sale for the property and verified again at the time of ownership transfer on any relevant transfer documents.
- (o) "Transfer" means the sale, transfer, conveyance or any other disposition of the Affordable Residential Units or any portion thereof or any interest therein but shall not include (i) the giving of a mortgage or charge of the Affordable Residential Units, other than a sale or disposition of the Affordable Residential Units by a mortgagee or chargee under the terms of such mortgage or charge and an application by a mortgagee or chargee (or assignee thereof) to foreclose the equity of redemption of the mortgagor or chargor in the

Affordable Residential Units (ii) any expropriation in favour of, or conveyance to, the Region and/or the Town in connection with the Development (iii) any conveyance given for no consideration (including without limitation, an easement or right in the nature of an easement) in favour of any other governmental authority (including without limitation, any utility supplier) having jurisdiction (other than the Region and/or the Town) in connection with the Development (iv) sale or transfer to a parent, subsidiary, associate or affiliate corporation of which has agreed in writing to assume all the obligations of the Owner under this agreement (v) sale or transfer to or a partnership of which at least twenty-five percent (25%) of which is composed of a parent, subsidiary, associate or affiliate corporation of the Owner, provided that (A) the parent, subsidiary, associate or affiliate corporation, as applicable, maintains voting control and veto rights in respect of all material decisions relating to the Development and (B) the parent, subsidiary, associate or affiliate corporation or parties to the partnership, as applicable, agree in writing to assume all of the obligations of the Owner under this Agreement and/or (vii) a corporation formed as a result of a merger or amalgamation of the Owner with another corporation or corporations, provided that such corporation agree in writing to assume all of the obligations of the Owner under this Agreement.

#### **AFFORDABLE RESIDENTIAL UNITS**

2. The Owner agrees to construct [insert number] Affordable Residential Units in the Development at the Property. This obligation to construct does not enure upon subsequent Owners.
3. The Owner agrees that it will not:
  - a. Rent an Affordable Residential Unit covered by this Agreement for a greater amount than the applicable Monthly Rent in the Affordable Residential Units Bulletin.
  - b. Sell an Affordable Residential Unit covered by this Agreement for a greater amount than the applicable Purchase Price designated in the Affordable Residential Units Bulletin.

during the term of this agreement, and to maintain their status as Affordable Residential Units throughout that period.
4. The Owner agrees that any party renting or purchasing the Affordable Residential Units shall be at arm's length from the Owner. This obligation shall enure upon any subsequent Owners of an Affordable Residential Unit during the term of this Agreement.
5. The Owner agrees that any Affordable Residential Unit used for rental purposes must contain clauses within the lease agreement to ensure that:
  - a. A leased unit cannot be sublet for an amount greater than the combined Rent, utilities, and maintenance fees being charged to the leaseholder.
  - b. A leased unit cannot be used for any purpose which would frustrate the goal of providing affordable housing, including but not limited to providing temporary accommodation through services such as Airbnb.

**DEVELOPMENT CHARGE EXEMPTION FOR AFFORDABLE RESIDENTIAL UNITS**

6. The Parties agree that the amount of development charges which would be payable under the Municipalities' respective development charge by-laws for the Affordable Residential Units but for the exemption under the DC Act are as follows:

DC Rates as of [date]	One-Bedroom or Bachelor Apartment	Two-Bedroom Apartment	Three-Bedroom Apartment
Total Affordable Rental Units	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Durham Region Development Charge <sup>1</sup>	\$ XXXXXXXXXX	\$ XXXXXXXXXX	\$ XXXXXXXXXX
XXXXXXXXXX Development Charge <sup>1</sup>	\$ XXXXXXXXXX	\$ XXXXXXXXXX	\$ XXXXXXXXXX
Total DC Owed for Rental Units	\$ XXXXXXXXXX	\$ XXXXXXXXXX	\$ XXXXXXXXXX
Total Affordable Ownership Units	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Durham Region Development Charge	\$ XXXXXXXXXX	\$ XXXXXXXXXX	\$ XXXXXXXXXX
XXXXXXXXXX Development Charge	\$ XXXXXXXXXX	\$ XXXXXXXXXX	\$ XXXXXXXXXX
Total DC Owed for Ownership Units	\$ XXXXXXXXXX	\$ XXXXXXXXXX	\$ XXXXXXXXXX
Total DC Owed for all units	\$ XXXXXXXXXX	\$ XXXXXXXXXX	\$ XXXXXXXXXX

<sup>1</sup> These are the posted rates for the Town and Region, less the prescribed discount for rental housing development pursuant to section 26.2 of the DC Act.

7. The Parties agree that the Owner shall be exempt from paying the amount of development charges for the Development set out in section 6 above, subject to the Owner complying with the terms and conditions of this Agreement and the requirements under the DC Act for Affordable Residential Units.
8. The Owner acknowledges and agrees that this Agreement applies solely to the Affordable Residential Units and does not apply to any other residential unit, building or structure on the Property. For greater certainty, the Owner shall pay development charges for any unit that is not an Affordable Residential Unit in the Development on the terms set out in the Regional DC By-law and the Town DC By-law.

**OTHER COST RELIEF FOR AFFORDABLE RESIDENTIAL UNITS**

9. The Parties agree that the amount of Community Benefit Charges and Cash in Lieu of Parkland Dedication that would be payable under the authority of section 37 and section 51.1 of the Planning Act are as follows:

A - Total Number of Residential Units for the Development	XX
B - Less: Affordable Residential Units	XX
C - Number of Non-ARU Units Subject to Community Benefits Charge (C = A – B)	XX
D – Percentage of Non-ARU Units to Total Number of Residential Units (D = C/A)	XX%

E - Community Benefits Charge (full amount) otherwise payable	\$XX
F – Pro-Rated Community Benefits Charge Payable ( $F=E * D$ )	\$XX
G – Pro-Rated Community Benefits Charge Exempted in accordance with this Agreement ( $G = E - F$ )	\$XX

A - Total Number of Residential Units for the Development	XX
B - Less: Affordable Residential Units	XX
C - Number of Non-ARU Units Subject to Community Benefits Charge ( $C = A - B$ )	XX
D – Percentage of Non-ARU Units to Total Number of Residential Units ( $D = C/A$ )	XX%
E – Cash-in-Lieu of Parkland Dedication (full amount) otherwise payable	\$XX
F – Pro-Rated Cash-in-Lieu of Parkland Dedication Payable ( $F=E * D$ )	\$XX
G – Pro-Rated Cash-in-Lieu of Parkland Dedication Payable Exempted in accordance with this Agreement ( $G = E - F$ )	\$XX

- 10.** The Parties agree that the Owner shall not be required to pay the amounts set out in section 9 above, subject to the Owner complying with the terms and conditions of this Agreement and the requirements under sections 37 and 51.1 of the Planning Act for Affordable Residential Units.
- 11.** The Owner acknowledges and agrees that this Agreement applies solely to the Affordable Residential Units and does not apply to any other residential unit, building or structure on the Property. For greater certainty, the Owner shall pay Community Benefit Charges and Cash in Lieu of Parkland Dedication for any unit that is not an Affordable Residential Unit in the Development.

#### **VERIFICATION AT OCCUPANCY**

- 12.** The Owner shall provide rent rolls, lease agreements, agreements of purchase and sale, or other satisfactory documentation to the Treasurers of the Municipalities at time of occupancy, verifying that the units meet the criteria for Affordable Residential Units.

#### **VERIFICATION WHEN OWNERSHIP CHANGES**

- 13.** The Owner shall provide documentation to the Treasurers of the Municipalities within thirty (30) days of a change in ownership which shows that the Sale Price of the unit(s) continues to meet the criteria for an Affordable Residential Unit.

#### **VERIFICATION UPON EXECUTION OF A LEASE**

- 14.** For any Affordable Housing Unit being rented, the Owner shall provide a copy of the lease agreement to the Treasurers of the Municipalities within thirty (30) days of its execution.

**ANNUAL VERIFICATION OF COMPLIANCE**

15. The Owner shall maintain records for its Affordable Residential Units, including but not limited to lease agreements, rental receipts, agreements of purchase and sale and related documents and keep the records for at least seven (7) years.
16. For any Affordable Residential Units being used as rental accommodation, the Owner shall submit an annual report to the Regional Treasurer, in a form set by the Region, by January 31st of each calendar year setting out the list of Affordable Residential Units owned by the Owner in the Development, the amount of Monthly Rent paid by each tenant for the preceding calendar year, and any other such information requested by the Municipalities.
17. For any Affordable Residential Units which have undergone a change in ownership in the preceding year, the Owner shall submit an annual report to the Regional Treasurer, in a form set by the Region, by July 1st of each calendar year listing each property, their Sale Price, and any other such information requested by the Region.
18. The Owner shall provide all reasonable assistance to the Municipalities for purposes of verifying the Owner's compliance with this Agreement, including but not limited to providing any other information and documents as requested by the Municipalities within thirty (30) calendar days of the written request by one or both of the Municipalities and permitting the Municipalities to review any records, including lease agreements entered into with the tenants, to verify and confirm that the Affordable Residential Units remain in compliance with the requirements of the DC Act and this Agreement.
19. The Owner shall provide to the Treasurers of the Municipalities the following information:
  - (a) prompt notice of the date that each Affordable Residential Unit is first occupied;
  - (b) prompt notice of any proposed change in the nature or scope of ownership of the Affordable Rental Units or the Development;
  - (c) prompt notice of the intended sale of any Affordable Residential Unit(s), and prompt notice of the Sale Price once the ownership of the unit(s) has changed;
  - (d) prompt notice of any act or event which does or may materially and adversely affect the ability of the Owner to perform its obligations under this Agreement or the rental of the Affordable Residential Units;
  - (e) immediate notice of the occurrence of any breach of any term or condition on this Agreement and specifying the nature of such breach, and the steps, if any, that it is taking to remedy the same; and,
  - (f) such other information as the Municipalities may from time-to-time reasonably request from the Owner.

**TERM OF THE EXEMPTION**

20. This Agreement shall take effect on the Effective Date. The exemptions and cost relief under this Agreement shall remain in effect until the earlier of:



- (a) The twenty-fifth (25th) anniversary of the date the last Affordable Residential Unit is occupied (the "Term") at the Development.
- (b) One year after the twenty-fifth (25th) anniversary of the date the first Affordable Residential Unit is occupied (the "Term") at the Development.

unless terminated earlier in accordance with the provisions of this Agreement.

#### **REGISTRATION OF AGREEMENT**

- 21.** The Town shall prepare and register the Agreement against the title to the Property at the Owner's expense and provide written confirmation to the Owner's solicitor that the Agreement has been registered, together with a copy of the registered instrument within thirty (30) calendar days of the Effective Date. The Agreement shall have priority on title and shall not be released from title to the Property, except as permitted pursuant to section 23 below. Any release of this Agreement from title to the Property without the consent of the Municipalities shall be treated as an Event of Default.
- 22.** Following the expiry of the term of the Agreement, the Owner may submit a written request to the Municipalities to have the Agreement discharged from the title to the Property and the Municipalities shall consent to and discharge this Agreement from title to the Property should all the obligations of this Agreement have been fulfilled.
- 23.** The Parties agree that the Property upon which this Agreement may be registered cannot be transferred without the consent of the Municipalities, acting reasonably.
- 24.** The Parties agree that the Municipalities may register a caution, restriction or such other notice against the Property as may be permitted by section 118 of the Land Titles Act, or any other provisions of the Land Titles Act including but not limited to registering the Agreement by virtue of a notice pursuant to section 71 of the Land Titles Act on the Property, or by such other legislation that may be applicable to the title to the Property or by such other manner as a court of competent jurisdiction may determine.

#### **COSTS**

- 25.** Without limiting any of its covenants and obligations set out elsewhere in this Agreement, the Owner agrees to pay all costs and expenses in connection with:
  - (a) the registration and discharge of this Agreement, caution, restriction, and/or notice on title to the Property;
  - (b) the preparation of consents to this Agreement;
  - (c) the preparation of assumption agreements for this Agreement;
  - (d) the applicable administrative fee in accordance with the policies of each Municipalities Councils; and
  - (e) without limiting the generality of the foregoing, all legal costs and expenses incurred by the Municipalities in the event that it takes any legal action in response to any Event of Default, or as it may otherwise take to enforce the Municipalities' rights under this Agreement.

**EVENTS OF DEFAULT**

**26.** Each of the following shall be considered an Event of Default (each, an “Event of Default”) under this Agreement:

- (a) if default shall have occurred in the performance of any covenant, agreement or undertaking of the Owner contained in this Agreement and such default shall have continued for a period of not less than thirty (30) calendar days after notice thereof shall have been given to the Owner, as applicable, by the Municipalities;
- (b) the Property or any part thereof is transferred, and the Transferee fails to enter into an assumption agreement for this Agreement as required by this Agreement, prior to the date of transfer;
- (c) if a Building Permit is not issued;
- (d) the Owner fails to provide information within the timelines of this agreement or provides false or misleading information to the Municipalities to verify compliance or in any information or documents requested as part of verification of compliance with this Agreement; or,
- (e) the Owner structures financial transactions (including lease agreements and agreements of purchase and sale) that undermine or circumvent the objectives of providing affordable housing. This includes, but is not limited to, transactions and agreements that include cash and non-cash consideration.

**REMEDIES**

- 27.** Upon the occurrence of an Event of Default, the Municipalities may, by providing notice to the Owner, terminate this Agreement.
- 28.** Upon the occurrence of an Event of Default, the amounts set out in sections 6 and 9 shall become due and payable by the Owner immediately, or in accordance with the applicable Act if any other exemptions or deferrals apply. The Owner acknowledges and agrees that this Agreement shall be treated as an alternative payment agreement under section 27 of the DC Act for the purposes of the development charges.
- 29.** If any Affordable Residential Unit is damaged by fire, explosion, flood or any other unavoidable catastrophe to such an extent as to render it uninhabitable, the Municipalities shall not terminate this Agreement as it applies to the damaged Affordable Residential Unit, provided that the Owner proceeds diligently to repair, restore and make habitable the damaged Affordable Residential Unit.
- 30.** The Parties agree that the amounts to be payable by the Owner in the Event of Default shall be the lesser of:
- a) The charges found in section 6 and section 9 of this agreement, pro-rated with the addition of interest accrued, from the date a building permit is first issued, at the maximum prescribed rate in accordance with the DC Act.
  - b) The applicable Development Charges, Community Benefit Charges, and Cash in Lieu of Parkland Dedication at the time of default for the Affordable Residential Units covered by this Agreement.

31. Any pro-rating under this agreement will be calculated by subtracting from the amount of charges for each Affordable Housing Unit in section 6 and section 9 in default one twenty-fifth (1/25) of the amounts owed under section 6 and section 9 of this Agreement for each full calendar year that has elapsed during the Term. No pro-rating will be given for partial calendar years.
32. If the amounts owing are not fully paid after ninety (90) calendar days of the Owner receiving written notice of an Event of Default, the unpaid amounts may be added to the tax roll and be collected in the same manner as taxes in accordance section 32 of the DC Act.
33. In addition, if an Event of Default occurs, the Municipalities may jointly or severally, in their unfettered discretion, exercise any right of recourse and/or proceed by any action, suit, remedy or proceeding against the Owner authorized or permitted by law for the recovery of the development charge and any other amounts payable to the Municipalities under this Agreement.
34. For greater certainty, it is expressly understood and agreed that the rights and remedies of the Municipalities under this Agreement are cumulative and are in addition to, and not in substitution for, any rights or remedies provided by law or by equity. No remedy for the enforcement of the rights of the Municipalities shall be exclusive of, or dependent on, any other remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. No delay or omission by the Municipalities in exercising any such right or remedy shall operate as a waiver of them or any other right of remedy.

#### **SUCCESSORS AND ASSIGNS**

35. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successors by reason of amalgamation or statutory arrangement) and permitted assigns.
36. The Owner agrees that it will not transfer the Property or any interest therein to any other party (the "Transferee") unless the Transferee enters into an agreement with the Municipalities in a form and substance satisfactory to the Municipalities whereby the Transferee agrees to observe all the Owner's covenants, agreements and obligations under this Agreement as if the Transferee was an original party hereto. This obligation is effective upon each and every subsequent transferee under this Agreement.
37. The Owner shall notify the Municipalities of any transfer of the Property or application made for consent to sever the Affordable Residential Unit(s), including by way of subdivision or condominium approval.

#### **INDEMNIFICATION BY OWNER**

38. The Owner hereby agrees that it shall keep harmless, defend and fully indemnify the Municipalities, and their elected and appointed officials, officers, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all actions, claims and demands whatsoever which may be brought against or made upon the Indemnified Parties and against any and all loss, liability, claims, judgments, costs, demands or expenses whatsoever which the Indemnified Parties may sustain, suffer or be put to resulting from or arising out of or in connection with:

- (a) this Agreement;
- (b) the obligations of the Owner hereunder; and
- (c) death or economic loss, caused by or in any way related to any of the Owner's obligations under this Agreement;

provided that the Owner shall not be liable for any loss, liability, claims, judgements, costs, demands or expenses which result from negligent or wrongful acts of the Indemnified Parties.

#### **NOTICE**

**39.** Any notice under this Agreement shall be deemed to have been given if delivered personally or mailed by registered mail to:

- (a) The Region:  
The Regional Municipality of Durham  
605 Rossland Road East  
Whitby, ON L1N 0B7  
Attention: Commissioner of Finance and Treasurer
- (b) The Town:  
Town of Whitby  
575 Rossland Road East  
Whitby, ON L1N 2M8  
Attention: Commissioner, Financial Services & Treasurer

**The Owner:**

or to such other address which the Parties to be notified shall have given written notice to the other Parties.

**40.** Notice shall be deemed to have been given and received on the day on which it was delivered (or if such day is not a business day, on the next following business day) or three (3) calendar days following the date of mailing, as the case may be.

#### **INDEPENDENT LEGAL ADVICE**

**41.** The Owner acknowledges and confirms that they have been advised by the Municipalities to consult a lawyer before executing this Agreement. The Owner further acknowledges and agrees that independent legal advice has been obtained with respect to the terms of this Agreement or independent legal advice has been declined. Nevertheless, the Owner herein acknowledges that they have read this Agreement, understand the terms and conditions and the Owner's rights and obligations under this Agreement and agree to be bound by same.

#### **AGREEMENT NOT WAIVER**

42. This Agreement is made entirely for the convenience and benefit of the Owner and is in no way to be construed as a waiver or surrender of any rights or remedies that the Municipalities may have to recover the Development Charges, Community Benefit Charges, and Cash in Lieu of Parkland Dedications by any lawful means from present and future owners of the Property or as taxes upon the Property.

#### **RELATIONSHIP OF THE PARTIES**

43. This Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. The Owner acknowledges and agrees that the Owner shall be solely and fully responsible for the construction of the Affordable Residential Unit(s) as part of the Development.
44. The Owner acknowledges that the Owner shall be solely and responsible for all matters pertaining to the rental or sale of the Affordable Residential Unit(s).

#### **ENTIRE AGREEMENT**

45. This Agreement and its Schedules constitute the entire Agreement between the Parties with respect to all matters herein and its execution has not been induced by, nor do any of the Parties rely upon or regard as material, any representations or writings whatsoever not incorporated herein and made part hereof and may not be amended or modified in any respect except by a written agreement signed by both Parties.

#### **SEVERABILITY**

46. If any of the provisions of this Agreement or their application to any person or circumstance are to any extent illegal, invalid or unenforceable, the remainder of this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained in it and shall remain in force and be binding on the Parties.

#### **GOVERNING LAW**

47. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the parties hereto attorn to the exclusive jurisdiction of the applicable courts in the Regional Municipality of Durham.

#### **FREEDOM OF INFORMATION AND PROTECTING PRIVACY**

48. The Owner acknowledges that the Municipalities are bound by the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56, as amended, and that this Agreement and any information provided to the Municipalities in connection with the Affordable Residential Unit or in connection with this Agreement may be subject to disclosure in accordance with such Act.

## **COUNTERPARTS**

- 49.** This Agreement may be executed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

## **SCHEDULES**

- 50.** The following Schedules attached or referred to in this Agreement are an integral part of this Agreement:

Schedule "A"	Legal Description of the Property
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[Signature Page to Follow]

**IN WITNESS WHEREOF** the Parties have respectively executed and delivered this Agreement as of the date of the last signature below (“Effective Date”).

\_\_\_\_\_  
Date

**THE REGIONAL MUNICIPALITY OF  
DURHAM**

Per \_\_\_\_\_

Name:

Title:

Per \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
Date

**THE TOWN OF WHITBY**

Per \_\_\_\_\_

Name:

Title:

Per \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
Date

**[OWNER]**

Per \_\_\_\_\_

Name:

Title:

Per \_\_\_\_\_

Name:

Title:

**SCHEDULE A**  
**LEGAL DESCRIPTION OF THE PROPERTY**



# Town of Whitby

## Staff Report

[whitby.ca/CouncilCalendar](http://whitby.ca/CouncilCalendar)



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### Report Title: Proposed Amendment to the Private Transportation Services By-law, Accessible Taxis

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**Report to:** Committee of the Whole

**Date of meeting:** May 5, 2025

**Report Number:** CMS 07-25

**Department(s) Responsible:**

Community Services Department  
Legal and Enforcement Services

**Submitted by:**

Francesco Santaguida, Commissioner,  
Legal and Enforcement Services

John Romano, Commissioner,  
Community Services

**Acknowledged by M. Gaskell,  
Chief Administrative Officer**

**For additional information, contact:**

Andre Gratton, Senior Manager of  
Enforcement Services

Michele Cotton, Accessibility Coordinator

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#### 1. Recommendation:

1. That Report CMS 07-25 be received for information.
2. That the proposed amendments to the Town's Private Transportation Services By-law # 7398-18, substantially as appended in Attachment 1, be brought to Council for consideration and adoption.

#### 2. Highlights:

- Currently, there is a shortage of accessible taxicabs available to provide transportation for people with disabilities in Durham Region.
- A Regional Working Group identified an opportunity for each Durham municipality to amend their by-laws to permit cross-jurisdictional transportation for licensed accessible vehicles, making it easier for accessible taxicabs to serve people with disabilities across the region.

- Municipalities across Durham Region have worked together over the past year to address the feedback from residents about a shortage of accessible taxis.
- Staff is recommending that the Town amends the private transportation by-law to remove the barrier which requires a signed contract to allow a taxi to move across municipal borders.
- All eight Durham Region municipalities are taking similar actions to remove barriers.

### **3. Background:**

Municipal Accessibility Coordinators from across the region received feedback from residents that there is a shortage of taxis available to transport people with disabilities across Durham. The pandemic posed significant financial impact on the taxi industry as a whole and as a result, the number of licensed accessible vehicles has declined. At the time of this report, very few municipalities in Durham have an accessible taxicab available for riders with disabilities.

This issue is compounded by the fact that a municipally licensed taxicab can only cross into another city/town for the sole purpose of dropping off a customer. They cannot pick up new fares outside of the licensed area. Exceptions can be made for transporting people with disabilities, but they are required to draw up a written contract and under the current regulations this conveyance must start or end within the taxicab's licensed municipality.

This cumbersome process and the shortage of available taxicabs makes it difficult for some people with disabilities to travel to medical appointments, to visit family/friends, and/or to participate in employment, volunteer, and leisure opportunities.

In the fall of 2024, a regional Working Group, made up of Accessibility Coordinators and By-Law / Enforcement Staff from each municipality, joined together to examine the Municipal Act and current municipal Private Transportation By-laws. They determined that there was an opportunity for municipalities to amend their by-laws to make it easier for accessible taxicabs to serve people with disabilities across the region.

### **4. Discussion:**

As a first step, the Working Group sent out a cross-municipal Accessible Taxi Survey to better understand the problem which resulted in 148 responses (see Attachment 3).

Notable highlights included:

- 58% of respondents use or would use accessible taxi service, if available.
- 79% of respondents indicated that they were not able to access or book an accessible vehicle when needed.
- The majority of respondents indicated that accessible taxi service was primarily required to access health and medical appointments, employment/volunteer opportunities, or personal errands (e.g. groceries, prescription pick-up).

Municipalities within Durham currently operate under Private Transportation By-laws that govern the operation of taxicabs within the associated municipality. Currently, these by-laws do not permit licensed accessible taxicabs to cross municipal boundaries to pick up a fare without drawing up a written contract. Additionally, the journey is still required to start or end within the taxicabs licensed area. This poses a barrier for people with disabilities who require cross-boundary transportation that originates in a municipality with limited or no access to accessible taxicabs.

The Regional Working Group is proposing that all Durham Region municipalities make an amendment to their private transportation by-laws to permit cross-jurisdictional transportation explicitly for licensed accessible vehicles, to serve people with disabilities, regardless of the trip's starting or ending location within Durham Region boundaries. Staff from each Durham municipality are bringing these amendments to their respective Councils for adoption to address the needs of residents across the region.

Staff recommends that the Town of Whitby participates in this initiative and amend its [Private Transportation Bylaw #7398-18](#), to allow licensed accessible taxicabs to engage conveyances within any of the eight Durham Region municipalities to transport people with disabilities.

This action ensures that all residents, regardless of their physical, emotional, or mental abilities, have equitable access to transportation options within Durham Region. By fostering greater mobility and removing barriers to accessible cross-municipal transportation, the Town is advancing its commitment to social inclusion and quality of life for its residents. This change will provide residents with the flexibility to travel independently within the region, ensuring equitable access to essential services.

Municipalities across Durham Region have received feedback about a shortage of accessible taxis. This situation can make it difficult for some people to travel to medical appointments, to visit family/friends, and/or to participate in employment, volunteer, and leisure opportunities.

### **Municipal Act and Accessibility Regulations**

[Section 156 of the \*Municipal Act, 2001\*](#) permits municipally licensed taxis to operate where conveyance of a trip takes place wholly within the municipality or from any starting point within the municipality to any point outside of the municipality. However, this provision is void where:

1. The purpose of the conveyance is to transport persons with physical, emotional, or mental disabilities from any point in the municipality to any point outside the municipality

The conveyance is made pursuant to a written contract for the use of a taxicab which can legally operate in the municipality in which the conveyance begins or ends. This written contract often takes the form of a letter signed by the resident who requires an accessible taxi from another municipality.

**Administrative Penalty System**

In addition to the recommended amendments above, staff recommend that the Private Transportation By-law is amended to insert Administrative Penalty System (APS) provisions, Attachment 2. This includes amendments to the Penalty provisions and the adoption of the Administrative Penalties contained Schedule “3”. This amendment facilitates the migration of all municipal by-laws to the APS system. This recommendation coincides with direction of Council and recommendations contained in [Report LS 04-24](#).

**5. Financial Considerations:**

There is no financial impact as the proposed changes align with existing infrastructure and regulatory systems in place for licensing of municipal accessible taxicab services.

**6. Communication and Public Engagement:**

Effective communication will be key in ensuring that residents and taxicab operators are aware of the proposed changes and how they will affect private transportation services in the region. A communication plan will be developed for educating taxicab operators and customers of cross-boundary accessible taxicab operations.

**7. Input from Departments/Sources:**

In addition to the community survey, input and expertise was sought from municipal licensing staff, legal staff, individuals with disabilities, and licensed taxicab operators across the region, including the Accessibility Advisory Committees.

**8. Strategic Priorities:**

This amendment supports the Community Strategic Plan and connects to Pillar 1:

- Whitby’s Neighbourhoods – Safe, Healthy, and Inclusive – by expanding opportunities for accessible taxis to operate in Whitby, it allows persons with disabilities to access employment, medical appointments, social interactions, groceries, and necessities, creating a more inclusive community.

**9. Attachments:**

Attachment 1 – Amendment to the Private Transportation Services By-law # 7398-18

Attachment 2 – Schedule “3” for Private Transportation Services By-law

Attachment 3 – Accessible Taxi Survey Final



# Town of Whitby

## By-law # XXXX-25

### Amendment to Private Transportation Services By-law

Being a By-law to amend Private Transportation Services By-law # 7398-18, as amended.

Whereas the Council of The Corporation of the Town of Whitby considered Report CMS 07-25 regarding the proposed amendments to Private Transportation Services By-law # 7398-18, as amended at the Committee of Whole meeting on May 5, 2025; and,

Whereas Council deems it necessary to amend Private Transportation Services By-law # 7398-18, as amended to include an exemption to assist in providing greater accessible service in accordance with the recommendations contained in Report CMS 07-25.

Now therefore, the Council of The Corporation of the Town of Whitby hereby enacts as follows:

Whereas

#### 1. General

- 1.1. That the following is inserted as subsections 15.3. and 15.4 into the Private Transportation Services By-law # 7398-18, as amended.

##### **Administrative Penalty System**

- 15.3. Every person who contravenes or fails to comply with a provision of this By-law is guilty of an offence and is liable to the penalty as set out in Schedule "3" to this By-law.
- 15.4. Tiered and Escalating Penalties: If a person receives a Penalty Notice in accordance with the Town's Administrative Penalty By-law for an offence, the person shall be liable to pay to the Town a tier one (1) administrative penalty amount for that offence as specified in Schedule "3" to this By-law. If a person receives an additional Penalty Notice for the same offence within ninety (90) calendar days or less from the date of the Penalty Notice containing a tier one (1) administrative penalty amount, the person shall be liable to pay to the Town a tier two (2) administrative penalty amount for that offence as specified in Schedule "3" to this By-law. If the person receives a subsequent Penalty Notice for the same offence within ninety (90) calendar days or less of the Penalty Notice containing a tier two (2) administrative penalty amount, the person shall be liable to pay to the Town a tier three (3) administrative penalty amount for that offence as specified in Schedule "3" to this By-law. If the person receives any subsequent Penalty Notices for the same offence within one hundred and eighty (180) calendar days or less from the date of the Penalty Notice containing a tier three (3) administrative penalty amount, the person shall be liable to pay to the Town a tier three (3) administrative penalty amount for that offence as specified in Schedule "3" to this By-law.

1.2. That the following is inserted as Section 16 into the Private Transportation Services By-law # 7398-18, as amended and that the remaining sections of the by-law be renumbered accordingly.

16. No provision in this By-law shall restrict, limit, or prevent the owners and drivers of a licensed accessible taxicab licensed in any lower-tier municipality in Durham Region from engaging in conveyances within any of the eight (8) Durham Region lower-tier municipalities when the purpose of the conveyance is to transport persons with a disability as defined in the *Accessibility for Ontarians with Disabilities Act, 2005* S.O. 2005, chapter 11, as amended.

1.3. That Schedule “3” be inserted to the Private Transportation Services By-law # 7398-18, as amended as described in Appendix # 1 hereto attached.

## **2. Effective Date**

2.1. This by-law shall come into force and effect on the date of its passing.

By-law read and passed this 26th day of May, 2025.

## **Appendices**

### **Appendix 1**

Schedule “3” - Private Transportation Services By-law # 7398-18, as amended  
Administrative Penalties

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Elizabeth Roy, Mayor

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Christopher Harris, Town Clerk



## Schedule “3” Administrative Penalties

### Town of Whitby By-law # 7398-18, as amended

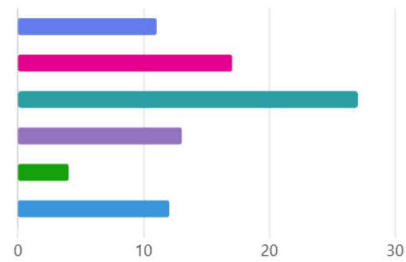
Item	Description	By-law Section	Tier 1 (one)	Tier 2 (two)	Tier 3 (three)
1.	Operate a Vehicle-for-Hire without Licence	2.1.	\$500.00	\$750.00	\$1000.00
2.	Operate a Vehicle-for-Hire with suspended/revoked Licence	2.2.	\$500.00	\$750.00	\$1000.00
3.	Obstruct Officer performance of a duty	2.4	\$350.00	\$500.00	\$750.00
4.	Operate vehicle in excess of time permitted	7.1.1	\$350.00	\$500.00	\$750.00
5.	Smoke/lit product while driving passenger	7.1.2.	\$350.00	\$500.00	\$750.00
6.	Fail to take shortest route possible without agreement	7.1.3.	\$350.00	\$500.00	\$750.00
7.	Exceed total number of passengers permitted by vehicle	7.2.	\$350.00	\$500.00	\$750.00
8.	Operate Motor Vehicle not clean/good repair	8.1.1.	\$350.00	\$500.00	\$750.00
9.	Operate Motor Vehicle with mechanical/safety defect	8.1.2.	\$350.00	\$500.00	\$750.00
10	Operate Motor vehicle without seatbelts or hidden/not accessible	8.1.3.	\$350.00	\$500.00	\$750.00
11.	Operate Motor Vehicle without functioning air-conditioning/heating system	8.1.4.	\$350.00	\$500.00	\$750.00
12.	Operate Motor Vehicle major rust/body damage	8.1.5.	\$350.00	\$500.00	\$750.00
13	Broker fail to maintain records	9.2.	\$350.00	\$500.00	\$750.00
14.	Fail to produce records in 48 hour period	9.3.	\$350.00	\$500.00	\$750.00
15.	Taxicab fail to display sticker on rear bumper	10.1.1	\$350.00	\$500.00	\$750.00
16.	Taxicab fail to display valid driver's identification/tariff card	10.1.2.	\$350.00	\$500.00	\$750.00
17.	Taxicab fail to contain working taximeter	10.1.3.	\$350.00	\$500.00	\$750.00
18.	Operate Taxicab no roof light/without operational roof light	10.2.	\$350.00	\$500.00	\$750.00
19.	Fail to display decal supplied by TNC	12.1.2.	\$350.00	\$500.00	\$750.00





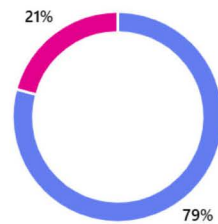
4. How often do you use accessible taxis?

Daily	11
Weekly	17
Monthly	27
Seasonally	13
Annually	4
Never	12



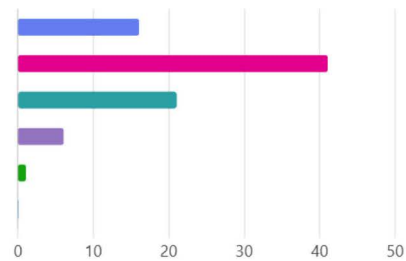
5. In the last 24 months have you needed an accessible taxi and were not able to book one?

Yes	65
No	17



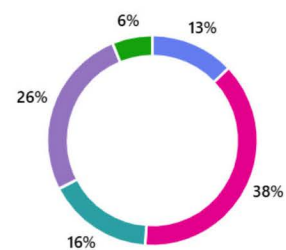
6. If an accessible taxi were available how often do you think you would use it?

Daily	16
Weekly	41
Monthly	21
Seasonal	6
Annually	1
Never	0



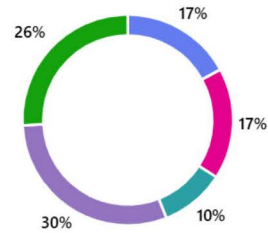
7. What is your primary destination when using accessible taxi services? Check all that apply.

Employment/volunteering	23
Health/medical appointment	68
Leisure (casino, restaurant, movie theatre, community program)	29
Personal errands (groceries, banking, etc.)	47
Other	11



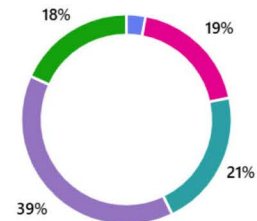
8. Which other types of transportation do you use? Select all that apply.

Private transportation companies (e.g. Uber/Lyft)	43
Durham Region Transit	43
Durham Region Transit Specialized Service	25
Personal Vehicle	76
Vehicles belonging to friends or family	65



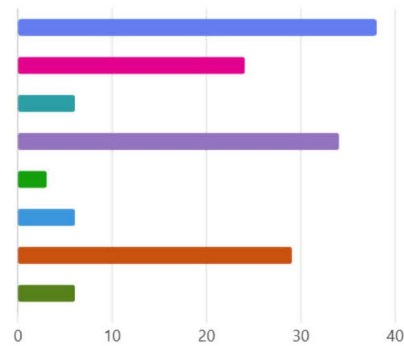
9. What challenges have you encountered when using accessible taxi services? Select all that apply.

No challenges – Accessible Taxi Services in my municipality work well	6
I had a need in the past but was not aware this service was available/did not know where to call for...	38
Too costly	43
Accessible taxi was not available for my pick-up time / too few accessible taxis available.	79
Other	37



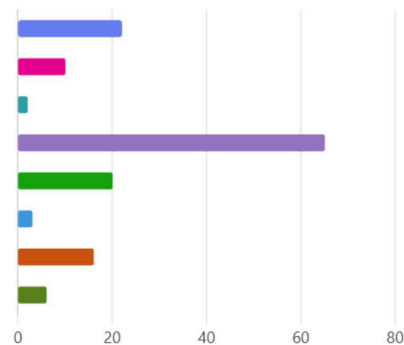
10. Which municipality are you likely to start your travel from?

Ajax	38
Brock	24
Clarington	6
Oshawa	34
Pickering	3
Scugog	6
Whitby	29
Uxbridge	6



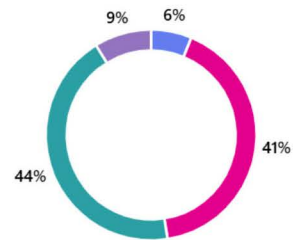
11. Which municipality are you likely to travel to?

Ajax	22
Brock	10
Clarington	2
Oshawa	65
Pickering	20
Scugog	3
Whitby	16
Uxbridge	6



12. Condition of vehicle:

● Exceptional	5
● Good	33
● Fair	35
● Poor	7



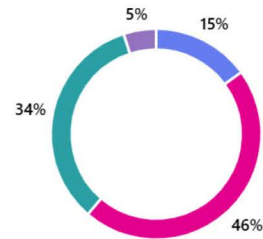
13. Cleanliness of vehicle:

● Exceptional	3
● Good	40
● Fair	31
● Poor	6



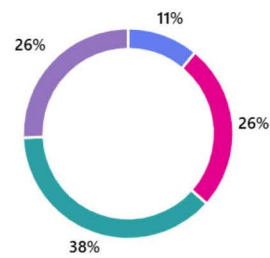
14. Driver professionalism:

● Exceptional	12
● Good	37
● Fair	27
● Poor	4



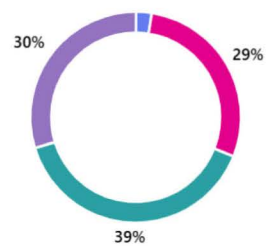
15. Timeliness of pickup

● Exceptional	9
● Good	21
● Fair	31
● Poor	21



16. Overall service with an accessible taxi in Durham Region

● Exceptional	2
● Good	24
● Fair	33
● Poor	25



## New and Unfinished Business - General Government

Item Number	Description	Resolution	Meeting Date	Due Date	Revised Date	Explanation/Comments
GG-0007	Community Services Department Report, CMS 19-21 Re: Unnamed West Whitby Park – Park Name Survey Results	3. That staff be directed to review the Municipal Property and Facility Naming Policy (MS 250) and report back with any recommended revisions to update the policy.	29 Nov 2021	16 Jan 2023	01 Dec 2025	
GG-0019	Refrigerated Outdoor Ice Rinks or Skating Trails	That following the tender results for the Whitby Sports Complex and as part of the development of the Parks and Recreation Master Plan, that Staff be directed to report on opportunities to install refrigerated outdoor ice rinks or skating trails in the Town	20 Mar 2023	25 Mar 2024	09 Jun 2025	Following the recommendations of the Parks and Recreation Master Plan.
GG-0021	Protecting Whitby's Urban Forest Canopy	That staff report back on the opportunity to protect trees of significance on private lands in order to preserve Whitby's urban forest canopy.	20 Mar 2023	04 Dec 2023	15 Sep 2025	This recommendation is to create a plan that will help guide a Tree Protection By-law
GG-0026-0	CMS 09-23, Community Services Department Report Re: James Rowe House - Food and Beverage RFP	2. That staff enter negotiations with the respondents to the RFP and report back to Council with the results of those negotiations for approval by Council..	27 Nov 2023	03 Jun 2024	03 Mar 2025	A report will be brought to Council at an upcoming meeting.

## New and Unfinished Business - General Government

Item Number	Description	Resolution	Meeting Date	Due Date	Revised Date	Explanation/Comments
GG-0031	Requiring the Region of Durham to consult with the Town of Whitby prior to proposed expropriation requests or orders	That Staff report to Council through a memorandum on the Council Information Index on the legal feasibility of requiring Durham Region to consult with Town of Whitby Planning & Development Staff, CAO, and Council prior to a proposal of expropriation requests on private lands, or orders (for any buildings or lands) not being used for the purpose of providing utilities, (especially if the building is 70,000+ square feet). Which the purpose is to include a request for mandatory consultation with the Town and the Region.	18 Dec 2023	TBD		
GG-0035	CMS 04-24, Community Services Department Report Re: Commemorative Tree and Bench Policy Update	4. That Staff be directed to investigate the installation of a commemorative dedication feature at the waterfront and report back to Council in Q4 2024.	29 Apr 2024	02 Dec 2024	12 May 2025	
GG-0037	FS 38-24, Financial Services Department Report Re: Declaration of Surplus - Town-owned lands at Cochrane Street and Highway 407	That FS 38-24, Financial Services Department Report re: Declaration of Surplus – Town-owned lands at Cochrane Street and Highway 407 be tabled.	28 Oct 2024			This item was tabled at the October 28, 2024 Committee of the Whole meeting.
GG-0038	Temporarily Delegating Authority to Approve Fence By-law Exemption Requests	2. That this delegated authority remain in place until such time as Staff can report back to Council to address questions on allowable exemptions, fees, and the process for considering Fence By-law exemption requests further to the referral at the December 2, 2024 Committee of the Whole meeting.	16 Dec 2024	03 Mar 2025	23 Jun 2025	

New and Unfinished Business - General Government

Item Number	Description	Resolution	Meeting Date	Due Date	Revised Date	Explanation/Comments
GG-0039	Gateway Maintenance Program	That Staff be directed to report back on the opportunity for a grant program for homeowners to offset their costs of removing gateway and masonry features and columns located on private property prior to the introduction of the 2026 Strong Mayor Budget	16 Dec 2024	03 Mar 2025		
GG-0040	Terminate Contract with Local Authority Services to Save Taxpayers Money	That consideration of the motion regarding terminating the contract with LAS be referred to Staff to report to Council by the end of Q2 2025 regarding the Town's current accountability and transparency framework and the pros and cons, financial or otherwise of retaining the existing LAS contract or utilizing the Ombudsman for closed meeting investigations.	03 Feb 2025	09 Jun 2025		
GG-0041	Rental Renovation By-law and Renoviction Licence Program	1. That Staff be directed to investigate the feasibility, benefits, and cost of adopting a rental unit renovation by-law that would require landlords who issue an eviction notice (N-13) to a tenant to demolish, repair or renovate a unit to apply to the Town within a defined timeframe for a renovation licence prior to starting any work; and, 2. That Staff be directed to investigate the feasibility, benefits, and cost of a by-law and permitting program regarding the demolition or conversion to non-residential rental units of six (6) or more residential rental units pursuant to Section 99.1 of the Municipal Act, 2001.	03 Feb 2025			

**New and Unfinished Business - General Government**

Item Number	Description	Resolution	Meeting Date	Due Date	Revised Date	Explanation/Comments
GG-0042	Combatting Antisemitism and Hate Motivated Criminal Acts	That Town Council direct the Chief Administrative Officer to report on the possibility of establishing a protocol or policy to notify various human rights organizations when all hate motivated criminal acts are identified by Town staff and consult with DRPS. The intent of the protocol or policy is to assist them in the collection of empirical evidence related to hate crimes.	03 Feb 2025			
GG-0043	LS 04-25, Legal and Enforcement Services Department Report Re: Business Licensing Proposed Amendments - Lodging House and New Proposed Boarding House Provisions	That Report LS 04-25 be referred to Staff to further examine the proposed lodging house and boarding house regulations with a view to including provisions to limit the number of lodging and boarding houses in close proximity to each other.	24 Mar 2025	23 Jun 2025		