



## **Conditions of Draft Plan Approval – Lindsay 2017 Developments Inc.**

### **Part A – Conditions**

#### **General Conditions**

1. This approval applies to the draft plan of subdivision 16T-18501 prepared by D.G. Biddle & Associates Limited Project No. 117043, Drawing No. DP-1, dated November 25, 2019, which shows a total of 394 single detached lots, being Lots 1 to 392 inclusive, and Lots 425 and 426; Blocks for 169 townhouse lots, being Blocks 393 to 424 inclusive; Blocks 427 and 429 for parks; Block 431 for a landscape strip; Blocks 432 and 433 for trails; Blocks 434 to 437 inclusive for stormwater management ponds and drainage purposes; Block 439 for a commercial block; Block 440 for an elementary school; Blocks 441 and 442 for future residential uses, and Block 443 for a pump station.
2. Prior to the signing of the final plan by the Director, a Subdivision Agreement shall be entered into and executed by the Owner and the City to satisfy all financial, legal, and engineering matters, including the design, provision and installation of roads, services, sidewalks, on-street illumination, tree plantings, walkways, daylight triangles, road signs, traffic signals, stormwater management facilities and drainage works, and all recommendations contained in related technical reports approved by the City.
3. The Subdivision Agreement shall include the payment of all applicable development charges in accordance with applicable Development Charges By-law.
4. The Subdivision Agreement shall include the payment of all applicable North West Trunk Capital Charges in accordance with the applicable Capital Charge By-law.
5. The Owner agrees, in writing, to the registration of the Subdivision Agreement against the land to which it applies once the plan of subdivision has been registered.
6. The road allowances included in this draft plan shall be shown and dedicated as public highway.
7. The streets shall be named to the satisfaction of the City.
8. Civic addressing shall be assigned on the basis of lots being subdivided in the future, to the satisfaction of the City, and that the assignment of civic addresses be included in the Subdivision Agreement.
9. The Owner and the City shall agree in the Subdivision Agreement that:
  - a) No building permit will be issued for any individual lot or block until underground municipal services are installed and operational and the roadway is constructed to base asphalt condition.

- b) All lots and blocks will be developed in accordance with the approved engineering design for the subdivision.
  - c) The building permit applicant for each such lot or block shall submit individual lot grading and drainage plans and receive approval from the City prior to the issuance of a building permit.
10. The schedule to the Subdivision Agreement entitled "Special Warnings and Notices" shall incorporate a notice advising of the existence of the City's Noise By-law and warning that construction activities within the subdivision may be subject to regulation and/or restrictions thereunder.
  11. The Owner acknowledges and agrees in the Subdivision Agreement that each Phase of the development will be limited to 100 residential units.
  12. The Owner shall agree in the Subdivision Agreement to submit to the City, prior to commencing the installation of services, a construction management plan to regulate the routing of construction traffic, the sediment and erosion control plan, for all phases of the development to the satisfaction of the City and in compliance with the City's current standard requirements, through an access provided to the development at Street A from Colborne Street West. Measures to minimize construction debris on the roads as well as road cleaning at the Owner's expense will be included in the Subdivision Agreement. The Subdivision Agreement shall specify that the Construction Management Plan will be in force until assumption.
  13. The Owner shall agree that prior to entering into a Subdivision Agreement with the City, the Owner has fulfilled all obligations to the City required under a Pre-Servicing Agreement, if applicable.
  14. The Owner agrees, prior to offering any Blocks, Lots, dwellings, commercial units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of surface infrastructure and streetscaping within the development. In addition, the Owner agrees to have the Schedule "A" subdivision agreement engineering drawings available for review by all potential homeowners.
  15. Existing historical easements registered on title and in favour of the now City of Kawartha Lakes, that are not applicable and/or required for the Draft Plan of Subdivision, shall be released from title at the expense of the Owner through the registration of the Draft Plan.
  16. A Topographic survey, current to the existing conditions is required for each Phase of development, to ensure the detailed design maintains and incorporates all boundary conditions. All lot lines will have regard for a 0.3 metre setback for all existing residential lots.

## **Zoning**

17. Prior to the signing of the final plan by the Director, the Planning Division shall confirm that any amendment to the Zoning By-law necessary to implement this plan has been approved and is in effect.

18. An Ontario Land Surveyor shall certify that the proposed lot frontages and areas appearing on the final plan conform to the requirements of the Town of Lindsay Zoning By-law.
19. The Owner acknowledges that the townhouse development within the Blocks will be subject to Site Plan Approval.

### **New and Expanded Public Roads and Traffic**

20. The Owner shall convey to the City, at no cost, the land comprising the new public streets, day-lighting triangles, and road widenings, as shown on the draft plan, such land to be free and clear of all encumbrances. These lands shall be dedicated as public highways.
21. The Subdivision Agreement between the Owner and the City shall provide that the Owner agrees to design and construct, entirely at the Owner's expense, the roadways, sidewalks, and all municipal services for the proposed subdivision, and any external improvements adjacent to the proposed subdivision in accordance with all recommendations contained in related technical reports approved by the City and in compliance or conformance with all current provincial and municipal guidelines and standards.
22. The Owner shall design and construct, entirely at his or her expense, a temporary turning circle at the north end of the Street A right of way and Block 434 and Block 435 through Phase 1 of development.
23. The Owner shall design and construct, entirely at his or her expense, a storm drainage ditch crossing at the temporary turning circle at the north end of the Street A and Block 434 and Block 435 through Phase 1 of development.
24. The Owner shall convey to the City an easement/right of way, at no cost and free and clear of encumbrances, for the full width and length of temporary turning circles.
25. The Subdivision Agreement shall require the Owner to provide an overall traffic lane marking and signage plan for all internal roadways to the City's satisfaction, including any external improvements adjacent to the proposed subdivision identified as being required or recommended in related to current technical reports approved by the City. The installation of pavement markings and signage, as well as any required modifications to existing pavement markings and signage, shall be at the Owner's expense and responsibility and specific to the detailed engineering design of the subdivision to current municipal standards and to the satisfaction of the City.
26. The Owner shall provide a comprehensive streetscaping plan showing all above-ground utilities, streetlights, street furniture, street tree planting, and/or boulevard landscaping, specific to the detailed engineering design of the subdivision to current municipal standards and to the satisfaction of the City.
27. The Subdivision Agreement shall include provisions concerning the precise location of required fencing, commercial grade black vinyl chain link and/or acoustical fencing, specifically related to the detailed engineering design of the subdivision and to the satisfaction of the City.

## **Site Servicing**

28. The Subdivision Agreement shall provide for the installation of a municipal water supply system, sanitary sewage collection system, storm collection system, and stormwater management system in compliance or conformance with all current provincial and municipal guidelines and standards and to the satisfaction of the City. Furthermore, upon satisfactory final inspection, shall provide for the assumption of such systems by the City. The construction and conveyance of the municipal infrastructure shall be at the Owner's expense and responsibility.
29. The Owner agrees that all residential sanitary services shall drain by gravity and not use sump pumps and grinder pumps for drainage.
30. The Owner agrees that each of the approved lots will be connected to the City's municipal water and sanitary systems, to the satisfaction of the City.
31. Prior to the signing of the final plan by the Director, the Owner shall obtain an approved Form 1 – Record of Watermains Authorized as a Future Alteration from the Director of Public Works for the water works in accordance with the Safe Water Drinking Act and the Environmental Protection Act or the current municipal and/or provincial approval mechanism.
32. Prior to the signing of the final Plan by the Director, the Owner shall obtain an Environmental Compliance Approval (ECA) from the Ministry of the Environment, Conservation and Parks for the municipal sewer works in accordance with the Ontario Water Resources Act and the Environmental Protection Act or the current municipal and/or provincial approval mechanism. The Subdivision Agreement shall reference the applicable ECA numbers.
33. The Owner shall provide a comprehensive dewatering contingency plan identifying a protocol and approvals specific to the detailed engineering design of the subdivision and to the satisfaction of the City.

## **Stormwater Management**

34. The Owner shall submit a Stormwater Management Facility Operations, Maintenance and Assumption Report, for the use of the Stormwater Management Facility throughout the phases and stages of development of the subdivision until final assumption of the facility by the City of Kawartha Lakes.
35. Prior to final approval and any on-site grading taking place, the Owner shall submit a stormwater management report for quantity and quality control, prepared by a qualified Professional Engineer in accordance with the applicable standards and guidelines to the satisfaction of the Kawartha Region Conservation Authority and the City. The report shall identify opportunities for Low Impact Development solutions applicable to the site specific conditions.
36. Prior to final approval and any grading taking place, the Owner shall submit an erosion and sediment control plan detailing the measures that will be implemented before, during and after construction to minimize soil erosion and sedimentation prepared to the satisfaction of the Kawartha Region Conservation Authority and the City. The plan shall contain a proactive targeted multi-barrier approach with emphasis on erosion control.

37. Prior to final approval and any grading taking place, the Owner shall submit a phosphorus assessment identifying pre-development loadings, anticipated post-development loadings, and opportunities for phosphorus reduction (e.g. best management practices for stormwater management) to the Kawartha Region Conservation Authority for review. This assessment should quantify best efforts to achieve no net increase from pre-development levels.
38. Prior to final approval and any grading taking place, the Owner shall submit a landscaping/planting plan for the stormwater management pond prepared to the satisfaction of the Kawartha Region Conservation Authority and the City.
39. That, the Subdivision Agreement shall contain, among other matters, the following provisions:
  - a) That, the Owner agrees to carry out the recommendations of the approved stormwater management report and the approved erosion and sediment control plan. The Agreement shall contain a reference to the plans and reports approved by the Kawartha Region Conservation Authority and the City.
  - b) That, the Owner agrees to implement all erosion and sediment control structures in a functional manner prior to the site disturbance and maintain these structures operating in good repair during and after the construction period, until such time as all disturbed soil surfaces have become stabilized and/or revegetated.
  - c) That, the Owner agrees that the City will not be responsible for maintenance and operation of rear lot catch basins on private property.

### **Conditions for Fencing and Trail Connectivity Conditions**

40. The Subdivision Agreement shall include provisions concerning the precise location of required fencing, specifically along the rear and/or side yards of all lots backing onto Block 429, Block 434 and Block 437. All fencing shall be commercial grade black chain link fence to City specifications.

### **Conveyance of Lands for Municipal Purposes**

41. The street(s) to be constructed in this development shall be conveyed and dedicated to the City of Kawartha Lakes for public highway purposes at no cost to the City and free of all liens and encumbrances.
42. The Owner shall convey Blocks 427 and 429 to the City free and clear of encumbrances for parks.
43. The Owner shall convey Block 431 to the City free and clear of encumbrances for a landscape strip.
44. The Owner shall convey Blocks 432 and 433 to the City free and clear of encumbrances for trail connections.
45. The Owner shall convey Blocks 434 through 437 inclusive to the City free and clear of encumbrances for stormwater management ponds and facilities.

46. The Owner shall convey Block 443 to the City free and clear of encumbrances for a pump station.
47. The Owner shall convey Block 445 to the City free and clear of encumbrances for a road widening.

### **Conveyance of Lands for Provincial Purposes**

48. Prior to final approval, the highway allowance across the entire Highway 34 frontage, identified as BLK 444 on the Draft Plan of Subdivision drawing, shall be conveyed by deed to MTO free and clear of all encumbrances. The ownership shall be referenced as HER MAJESTY THE QUEEN in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario.

### **Parkland**

49. The Owner agrees that the City, pursuant to subsection 51.1(3) of the Planning Act, accepts payment in lieu of the 5% conveyance of parkland for the low density residential; 1 hectare per 300 dwelling units for the medium density residential; and 2% conveyance of parkland for commercial, less the conveyance of land for Blocks 427 and 429. For the purpose of determining the amount of any such payment, the value of the land shall be determined by an accredited appraiser (CRA or AACI). The date of this appraisal shall be no later than the day before the date of the notice of decision to grant draft plan approval or the date of the most recent extension pursuant to subsection 51(33) of the Planning Act, to the approval of the draft plan of subdivision. The City is not required to accept the appraisal report and reserves the right to have the appraisal report peer reviewed and to negotiate the cash-in-lieu payment.

### **Easements and Agency Specific Conditions**

50. That satisfactory arrangements, financial and otherwise, shall be made with Bell Canada for any Bell underground facilities serving the subdivision.
51. That the Owner agrees in the Subdivision Agreement with the City to grant Bell Canada any easements that may be required for telecommunication purposes.
52. That if there are any conflicts with existing Bell Canada facilities or easements, the Owner/developer shall be responsible for rearrangements or relocation.
53. That Owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the events of any conflict with existing Bell Canada facilities or easements, the Owner/developer shall be responsible for the relocation of such facilities or easements.
54. The Owner is hereby advised that prior to commencing any work within the Plan, the Owner must confirm that sufficient wire-line communication / telecommunication infrastructure is currently available within the proposed development to provide communication / telecommunication service to the proposed development. In the event that such infrastructure is not available, the

Owner is hereby advised that the Owner may be required to pay for the connection to and/or extension of the existing communication / telecommunication infrastructure. If the Owner elects not to pay for such connection to and/or extension of the existing communication / telecommunication infrastructure, the Owner shall be required to demonstrate to the municipality that sufficient alternative communication / telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication / telecommunication services for emergency management services (i.e., 911 Emergency Services).

55. That satisfactory arrangements, financial and otherwise, shall be made with Cogeco [Connexion Inc.](#) for any Cogeco underground facilities serving the subdivision.
56. That the Owner agrees in the Subdivision Agreement with the City to grant Cogeco [Connexion Inc.](#) any easements that may be required.
57. That if there are any conflicts with existing Cogeco [Connexion Inc.'s](#) facilities or easements, the Owner/developer shall be responsible for rearrangements or relocation.
58. That satisfactory arrangements, financial and otherwise, shall be made with Cable Cable Inc. for any Cable Cable underground facilities serving the subdivision.
59. That the Owner agrees in the Subdivision Agreement with the City to grant Cable Cable Inc. any easements that may be required.
60. That if there are any conflicts with existing Cable Cable Inc. facilities or easements, the Owner/developer shall be responsible for rearrangements or relocation.
61. That prior to the signing of the final plan by the Director, the Owner shall satisfy all requirements, financial and otherwise, of the Hydro One Networks Inc.
62. That the Owner enters into a Subdivision Servicing Agreement for Electrical Servicing with Hydro One Networks Inc. This Servicing Agreement will specify all the terms, conditions, and financial obligations to facilitate the extension of electrical servicing to these lands. Hydro One may as part of its Electrical System Servicing Agreement, require a type of Development Charge or Systems Capital Contribution Fee towards the provision of system(s) capacities expansion outside of the development but necessary to ensure the integrity of the Company's Power distribution grid.
63. That the Subdivision Agreement contain a provision to ensure that the Owner grade all road allowances to as close to final elevation as possible, and provide the necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of gas piping, all to the satisfaction of Enbridge Gas Inc.
64. That the Owner agrees in the Subdivision Agreement with the City to grant Enbridge Gas Inc. any easements that may be required.

65. The Owner will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The Owner will then indicate these locations on the appropriate servicing plans.
66. The Owner agrees in the Subdivision Agreement, prior to offering any Blocks, Lots, dwellings, commercial units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
67. The Owner agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The Owner also agrees to note the locations of all Community Mail Boxes within the development /subdivision, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.
68. The Owner will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the dwellings / units are occupied.
69. The Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
  - a) Any required walkway across the boulevard, per municipal standards; and
  - b) Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications).
70. Prior to final approval, the Block 444 (BLK 444) allocated for highway widening and intersections must be dedicated as public highway on the Owner's certification on the final plan. The Block 444 shall include the 23 metre widening extending across the entire Highway 35 frontage except for 26.5 metre widening extending approximately 100 metres south of the Street "D" intersection, 26.5 metres as Colborne Street West intersection, and visibility triangles measuring 15 metres by 15 metres at all intersections. The draft plan depicting this block to be must be submitted to the Ministry of Transportation for review and approval prior to registration.
71. Prior to final approval, the owner shall submit to the Ministry of Transportation for their review and approval, a copy of stormwater management report covering the entire Draft Plan of Subdivision area. The report must satisfy MTO's stormwater management requirements and demonstrate no negative impact on the Highway 35 and/or the highway drainage system.
72. Prior to final approval, the owner shall submit to the Ministry of Transportation for their review and approval, a copy of Traffic Impact Study (TIS). The TIS shall be prepared and completed by a RAQS approved consultant indicating the anticipated traffic volumes and their impact upon the highway/intersections. The TIS must identify highway and/or intersection improvements triggered by the Plan of Subdivision and present a plan for the construction of the identified improvements.



73. Prior to final approval, the owner shall enter into a legal agreement with the Ministry of Transportation whereby the owner agrees to assume responsibility, financial or otherwise, for the preliminary design, environmental assessment, detail design and construction of improvements including intersections and highway. MTO does not contribute to development driven highway improvements and the proponent shall be responsible for all development driven improvements for all phases including five years beyond full built out. The owner shall provide a letter of credit for 100% of the cost of the highway and/or intersection improvements forming part of the legal agreement.
74. The owner shall agree that no additional new access onto Highway 35 will be permitted from the Subdivision area except for the Street "D".
75. The owner shall agree that all above and below ground structures, as well as stormwater management facilities shall be setback a minimum of 14 metres from the future Highway 35 right of way limit.
76. The owner shall agree that the Ministry of Transportation will not issue a Building and Land Use Permit under the *Public Transportation and Highway Improvement Act* until:
  - (i) all draft approval conditions are fulfilled to MTO's satisfaction and
  - (ii) site plan application for each phase is reviewed and approved by MTO.

### **Environmental Conditions**

77. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a detailed design submission of the final Stormwater Management system prepared by a qualified Professional Engineer in accordance with the applicable standards and guidelines to the satisfaction of the Kawartha Region Conservation Authority.
78. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a Final Grading Plan prepared by a qualified professional to the satisfaction of the Kawartha Region Conservation Authority.
79. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a Final Sediment and Erosion Control Plan prepared by a qualified professional to the satisfaction of the Kawartha Region Conservation Authority. The Plan should detail the measures that will be implemented before, during, and after construction to minimize soil erosion and sedimentation;  
*Note: Kawartha Conservation supports a proactive multi-barrier approach to erosion and sediment control, with emphasis on erosion control rather than solely relying on sediment control measures (e.g., silt fence).*
80. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a phosphorus budget, showing a net-zero increase in phosphorus (pre-to-post development) loading from the site to the satisfaction of Kawartha Region Conservation Authority.
81. That, the Subdivision Agreement contain the following provisions:

- a) That, the Owner agrees to carry out the recommendations of the approved Stormwater Management report, the approved Grading Plan and the approved Sediment and Erosion Control Plan.

*Note: The Agreement shall contain a reference to the plans and reports approved by Kawartha Conservation.*

- b) That, the Owner agrees to install all sediment and erosion control structures in a functional manner prior to the site disturbance, maintain these structures operating in good repair during and after the construction period, and continue to implement all sediment and erosion control measures until such time as the disturbed soil surfaces have become stabilized and/or revegetated.
- c) That, the Owner agrees to apply to Kawartha Region Conservation Authority separately for individual Permits for any dwelling units which are situated within Kawartha Conservation's regulated area.

### Special Conditions

- 82. The Owner shall follow the recommendations contained in the [Preliminary Environmental Noise Report](#) prepared by Jade Acoustics and dated [December 3, 2019](#) and the Noise [Planning](#) Contour Map and associated report prepared by Jade Acoustics Inc. and dated [December, 2019](#), and as updated as required by the City and/or Transport Canada and to the satisfaction of the City. [When approved by the City and/or Transport Canada, the Noise Planning Contours will be known as the NEF/NEP Contour Map.](#) The Owner shall pay for all costs associated with updating of the [Preliminary Environmental Noise Report](#) and/or the Noise [Planning](#) Contour Map ([NEF/NEP Contour Map](#)) and associated report.
- 83. Prior to final approval, the Owner shall provide confirmation that [all of Curve Lake First Nation's environmental concerns have been addressed, to their satisfaction, and that Curve Lake First Nation](#) accepts the results and/or any mitigation measures proposed in the Archeological Assessment, the Hydrogeological Assessment, and/or the Stormwater Management Report for the subject property.
- 84. That the Subdivision Agreement shall incorporate the requirements of the Fire Rescue Service with respect to Firebreak Criteria or through alternative design.
- 85. That subsequent to the execution of the Subdivision Agreement by the Owner and prior to the signing of the final plan by the Director, the City Treasurer shall confirm in writing to the Director that all financial obligations and payments to the City, as set out in the Subdivision Agreement, in accordance with condition 2, have been satisfied including, but not limited to:
  - a) all applicable Development Charge payments in accordance with the requirements of all applicable Development Charge By-laws,
  - b) all applicable Capital Charge payments in accordance with the requirements of all applicable Capital Charge By-laws,

- c) all applicable Local Improvement payments in accordance with the requirements of all applicable Local Improvement By-laws,
- d) all applicable fees payable in accordance with the requirements of all applicable municipal by-laws, including fee by-laws,
- e) the form and amount of the securities that the Owner is required to have posted to secure its obligations under the Subdivision Agreement, including the identification of any reduction in such securities that has already been incorporated into the Subdivision Agreement,
- f) where there has been such a reduction in such securities, a Statutory Declaration submitted on behalf of the Owner confirming payment of all accounts for material, labour and equipment employed in the installation of the services on whose completion such reduction has been computed and applied, and
- g) any financial obligations with which the Owner's compliance has been deferred or from which the Owner has been exempted pursuant to the terms of the Subdivision Agreement.

It is acknowledged that prior to the signing of the final plan by the Director, a copy of the Subdivision Agreement will be forwarded to Planning Advisory Committee for endorsement which will include a Planning Report along with the financial reporting as outlined above.

### **Clearance Conditions**

- 86. Prior to the signing of the final plan by the Director, the Owner will ensure that clearance letters from the appropriate authorities have been submitted to the Planning Division so as to confirm how the above noted conditions have been satisfied.
- 87. Prior to the signing of the final plan by the Director, the Development Services Department shall confirm that conditions 1 to 33 both inclusive, 40 to 47 both inclusive, and 82 have been satisfied.
- 88. Prior to the signing of the final plan by the Director, the Engineering and Corporate Assets Department shall confirm that conditions 12 to 16 both inclusive, and 20 to 39 both inclusive have been satisfied.
- 89. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Taxation and Revenue Division indicating how condition 85 has been satisfied.
- 90. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Ministry of Transportation indicating how conditions 48, and 70 to 76 both inclusive have been satisfied.
- 91. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Kawartha Region Conservation Authority indicating how conditions 35 to 39 both inclusive and 77 to 81 both inclusive have been satisfied.

92. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Community Services Department indicating how condition 49 has been satisfied.
93. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from Bell Canada indicating how conditions 50 to 54 both inclusive have been satisfied.
94. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Cogeco Cable Solutions indicating how conditions 55 to 57 both inclusive have been satisfied.
95. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Cable Cable Inc. indicating how conditions 58 to 60 both inclusive have been satisfied.
96. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from Hydro One Networks Inc. indicating how conditions 61 and 62 have been satisfied.
97. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from Enbridge Gas Inc. indicating how conditions 63 and 64 has been satisfied.
98. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Canada Post Corporation indicating how conditions 65 to 69 both inclusive have been satisfied.
99. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Curve Lake First Nation indicating how condition 83 has been satisfied.
100. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Fire Rescue Service indicating how condition 84 has been satisfied.

### **Part B – Lapsing Provision**

All conditions shall be fulfilled and satisfied, and final approval shall be given or this draft plan approval shall be deemed to have lapsed pursuant to the Planning Act, R.S.O. 1990, as amended, after three (3) years from the date the Notice of Decision is sent out with respect to this draft approval.

Extensions to draft approval may be considered provided that existing technical reports remain applicable or updates are provided and the provisions of By-law 2016-065, as amended are met. Draft Plan Approval extension requests shall include an evaluation of all engineering design and supporting documentation to ensure compliance or conformance with all current provincial and municipal guidelines and standards. Designs and reports shall be updated by the Owner as required, to the satisfaction of the City.

## Notes to Draft Plan Approval of 16T-18501 (D05-2018-004)

### 1. Clearance Letters

It is the Owner/applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters have been forwarded by the appropriate agencies / utility companies to the City of Kawartha Lakes to the attention of the Director of Development Services quoting the above noted file. For your information the following are the contacts:

Juan Rojas, Director  
Engineering and Corporate Assets  
Department  
City of Kawartha Lakes  
12 Peel Street  
Lindsay, ON K9V 3L8  
Tel: 705.324.9411 ext. 1151  
Fax: 705. 328.3122

Craig Shanks, Director  
Community Services Department  
City of Kawartha Lakes  
50 Wolfe Street,  
Lindsay, ON K9V 2J2  
Tel: 705.324.9411 ext. 1307  
Fax: 705.324.2051

Chris Marshall, Director  
Development Services Department  
City of Kawartha Lakes  
180 Kent Street West, 2<sup>nd</sup> Floor  
Lindsay, ON K9V 2Y6  
Tel: 705.324.9411 ext. 1239  
Fax: 705.324.4027

Mark Pankhurst, Fire Chief  
Emergency Services Department  
Kawartha Lakes Fire Rescue  
9 Cambridge Street North  
Lindsay, ON K9V 4C4  
Tel: 705.324.5731  
Fax: 705.878.3463

Prabin Sharma, Planner, Corridor  
Management  
Ministry of Transportation  
1355 John Counter Blvd.,  
Kingston, ON K7L 5A3  
Tel: 613.544.2220 ext. 4119

Ron Warne, Director of Planning,  
Development and Engineering  
Kawartha Conservation  
277 Kenrei Road,  
Lindsay, ON K9V 4R1  
Tel: 705.328.2271  
Fax: 705.328.2286

Dr. Julie Kapyrka, Lands and  
Resources Consultation Liaison  
Curve Lake First Nation  
Government Services Building  
22 Winookeeda Street,  
Curve Lake, ON K0L 1R0  
Tel: 705.647.8045 ext. 239  
Fax: 705.647.8708

[Ryan Furniss](#)  
[Cogeco Connexion Inc.](#)  
[170 Colborne Street,](#)  
[Kingston, ON K7K 1E3](#)  
Tel: [613.544.6311](#) ext. [1071](#)

Corey Craney-Twolan  
Delivery Planning  
Canada Post Corporation  
P.O. Box 8037, Ottawa T CSC  
Ottawa, ON K1G 3H6

Cable Cable Inc.  
16 Cable Road,  
Fenelon Falls, ON K0M 1N0  
Tel: 866.887.6434

Bell Canada  
Right Of Way Control Centre  
100 Borough Drive, Floor 5  
Scarborough, ON M1P 4W2

Enbridge Gas Inc.  
500 Consumers Road  
North York, ON M2J 1P8

Hydro One Networks Inc.  
45 Sarjeant Drive,  
Barrie, ON L4M 5N5

## **2. Conveyances and 0.3 m. Reserves**

If land is to be conveyed to the City we suggest that the description of such parcels shall be by reference to either the Lot or Block on the Registered Plan or by Part on a Reference Plan of survey.

We further require the Owner give to the City an undertaking to deposit with the Clerk a properly executed copy of the conveyance concurrent with the registration of the final plan, as signed by the Director.

If a 0.3 m. reserve is required along the side of either an existing or proposed road allowance, the 0.3 m. reserve shall be placed inside the public road allowance – eg. the final public road allowance would be 20.3 or 26.3 m. and be comprised of two (2) parts, the 20.0 or 26.0 m. wide road allowance and the 0.3 m. reserve. The latter would be deeded to the City in trust.

## **3. Lands Required to be Registered under Land Titles Act**

We suggest that you make yourself aware of section 144 of the Land Titles Act and subsection 78(10) of the Registry Act. Subsection 144(1) of the Land Titles Act requires that a plan of subdivision of land that is located in a land titles division be registered under the Land Titles Act. Exceptions to this provision are set out in subsection 144(2). Subsection 78(10) of the Registry Act requires that a plan of subdivision of land that is located only in a registry division cannot be registered under the Registry Act unless that title of the Owner of the land has been certified under the Certification of Titles Act. Exceptions to this provision are set out in clauses (b) and (c) of subsection 78(10).

## **4. Sewage Works**

Approvals for sewage works are required under the Ontario Water Resources Act, R.S.O., 1990 as amended and the Environmental Protection Act, R.S.O., 1990 as amended.

## **5. Water Works**

Water works shall meet the requirements of, and be approved by, the City of Kawartha Lakes Public Works Water and Waste Water Division, in accordance with the Safe Water Drinking Act, S.O. 2002 as amended and the Environmental Protection Act, R.S.O. 1990 as amended.

**6. Clearance of Conditions**

A copy of the Subdivision Agreement should be sent to public bodies with conditions covered under the Agreement. This will expedite clearance of the final plan. Please do not send a copy to the Ministry of Municipal Affairs and Housing.