



Draft Plan of Subdivision Conditions  
2042825 Ontario Inc.  
D05-16-004

APPENDIX " E "  
to

REPORT PLAN 2017-062  
D01-16-006, D06-16-031  
FILE NO. D05-16-004

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## CONDITIONS OF DRAFT PLAN APPROVAL - 2042825 Ontario Inc.

### GENERAL CONDITIONS

1. This approval applies to the draft plan of subdivision 16T-16501 prepared by EcoVue Consulting Services Inc. Project No. 13-1366, Drawing No. P1, dated June 27, 2017, which shows a total of 8 single family lots, being Lots 1 to 8 inclusive, Block 9 for a grave site, Block 10 for drainage purposes, and Blocks 11 and 13 for 0.3 m. reserves.
2. All conditions shall be fulfilled and satisfied, and final approval shall be given or this draft plan approval shall lapse after three (3) years from the date the Notice of Decision is sent out with respect to this draft approval.
3. 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, 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.
4. The Subdivision Agreement shall include the payment of all applicable development charges in accordance with applicable Development Charges 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 allowance included in this draft plan shall be shown and dedicated as public highway.
7. The street shall be named to the satisfaction of the City.
8. Civic addressing shall be 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 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 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 for all phases of the development through an access provided to the development from O'Reilly Lane. 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 such time that underground services are installed and operational, the roadway is constructed to base asphalt condition, and all "earthworks" identified in the Schedules to the Subdivision Agreement are completed.
11. 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.

## **ZONING**

12. 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.
13. An Ontario Land Surveyor shall certify that the proposed lot frontages and areas appearing on the final plan conform to the requirements of the Township of Ops Zoning By-law.

## **SITE PREPARATION**

14. The Owner shall comply with the City's pre-servicing policy for any site clearing, grubbing, cutting or filling, tree removal, or pre-servicing activity proposed prior to entering into the Subdivision Agreement.
15. The Owner shall provide a construction management plan for any proposed pre-servicing. In addition, the Owner shall agree in the Subdivision Agreement to submit to the City a construction management plan. The construction management plan shall outline the schedule for the development, any construction traffic routing for all phases of the development and shall confirm the contacts for all construction activities. Details of the required street cleaning and clearing activities and all installation, operation and maintenance, and monitoring of sediment and erosion controls shall be confirmed in the construction management plan. Access for all construction will be provided via O'Reilly Lane.

## **NEW AND EXPANDED PUBLIC ROADS AND TRAFFIC**

16. The owner shall convey to the City, at no cost, the land comprising the new public streets and 0.3 metre reserves, as shown on the draft plan, such land to be free and clear of all encumbrances. These lands shall be dedicated as public highways.
17. The Subdivision Agreement between the owner and the City shall provide that the owner agrees to design and construct, entirely at its expense, the roadways 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.

18. The Owner shall provide for the design and construction of road improvements required to existing streets, at no cost to the City. More specifically:
  - a) the intersection and connection of the northern end of O'Reilly Lane and O'Reilly Lane Extension.
19. Any dead ends and open sides of road allowances created by this draft plan shall be terminated in 0.3 metre reserves to be conveyed to, and held in trust by, the City, specifically, the north side of O'Reilly Lane and the cul-de-sac at the North East end of O'Reilly Lane.
20. 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 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.
21. The Owner shall provide a composite utility plan which will outline the proposed location of all of the utilities proposed within the subdivision and any external utility works required to facilitate the connectivity of the proposed subdivision to existing utilities. Each utility will provide approval of the same composite utility plan for submission with the plan.
22. The owner shall provide a comprehensive streetscaping plan showing all above-ground utilities, streetlights, street furniture, street tree planting, and/or boulevard landscaping.

## **SITE SERVICING**

23. The Subdivision Agreement shall provide for the installation of a storm collection system, and stormwater management system to the satisfaction of the City and all municipal by-laws and design criteria and 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.
24. The Owner agrees that all residential sanitary services shall drain by gravity and shall not use sump pumps and grinder pumps for drainage.
25. 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 and Climate Change for the municipal sewer works in accordance with the Ontario Water Resources Act and the Environmental Protection Act. The Subdivision Agreement shall reference the applicable ECA numbers.

## **STORMWATER MANAGEMENT**

26. 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.

27. 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.
28. Prior to final approval and any grading taking place, the Owner shall submit a phosphorous assessment identifying pre-development loadings, anticipated post-development loadings, and opportunities for phosphorous reduction (e.g., best management practices for stormwater management) to the Kawartha Region Conservation Authority for review. This assessment should quantify best efforts in terms of striving to achieve no net increase from pre-development levels.
29. That, the Subdivision Agreement shall contain, among other matters, the following provision:
  - a) That, the Developer 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 Developer 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. The details of the sediment and erosion controls will be confirmed in the construction management plan and submitted to the City's Engineering and Corporate Assets Department.

## **CONVEYANCE OF LANDS FOR MUNICIPAL PURPOSES**

30. The street 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.
31. The owner shall convey Blocks 11 and 13 to the City free and clear of encumbrances for 0.3 m reserves.
32. The owner shall convey Block 10 to the City free and clear of encumbrances for drainage purposes.

## **PARKLAND**

33. 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 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**

34. 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 Composite Utility and Streetscaping Plans submitted to the City's Engineering and Corporate Assets Department.
35. The Owner agrees in the Subdivision Agreement, prior to offering any Blocks, Lots, dwellings, commercial units for sale, to display a map 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. In addition, the Owner agrees to have Schedule "A" the approved Engineering drawings of the Subdivision Agreement available for review by all potential homeowners.
36. 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.
37. The Owner will provide a suitable and safe temporary site for a Community Mail Box until final grading is 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.
38. 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 culvert and granular access subject to municipal requirements; and
  - b) any required walkway across the boulevard, per municipal standards.
39. That such easements as may be required for utility and/or drainage purposes shall be granted to the appropriate authority.
40. That satisfactory arrangements, financial and otherwise, shall be made with Bell Canada for any Bell underground facilities serving the subdivision.
41. That the owner agrees in the Subdivision Agreement with the City to grant Bell Canada any easements that may be required for telecommunication purposes.
42. That if there are any conflicts with existing Bell Canada facilities or easements, the owner/developer shall be responsible for rearrangements or relocation.
43. 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.

44. 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).
45. 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.
46. 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.

## ENVIRONMENTAL CONDITIONS

47. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a detailed design submission of the proposed 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.
48. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a 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.
49. That, the Subdivision Agreement contain the following provisions:
  - a) That, the Owner agrees to carry out the recommendations of the approved Stormwater Management report and the approved Sediment and Erosion Control Plan.

*Note: The Agreement shall contain a reference to the plans and reports approved by the Kawartha Region Conservation Authority.*
  - b) That, the Developer 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 constriction 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.

## **SPECIAL CONDITIONS**

50. 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 3, 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**

51. 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.

52. Prior to the signing of the final plan by the Director, the Development Services Division shall confirm that conditions 1 to 9 both inclusive, 11 to 13 both inclusive, and 39 have been satisfied.

53. Prior to the signing of the final plan by the Director, the Engineering and Corporate Assets Division shall confirm that conditions 3, 4, 10, 14 to 32 both inclusive, 34 and 35 have been satisfied.
54. 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 50 has been satisfied.
55. 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 Conservation Authority indicating how conditions 26 to 29 both inclusive and 47 to 49 both inclusive have been satisfied.
56. 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 Division indicating how condition 33 has been satisfied.
57. 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 40 to 44 both inclusive have been satisfied.
58. 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 34 to 38 both inclusive have been satisfied.
59. 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 45 and 46 have been satisfied.

#### **NOTES TO DRAFT PLAN APPROVAL of 16T-16501 (D05-16-004)**

##### **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 of Engineering and  
Corporate Assets  
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

Bryan Robinson  
Director of Public Works Department  
City of Kawartha Lakes  
12 Peel Street  
Lindsay, ON K9V 3L8  
Tel: 705.324.9411 ext. 1143  
Fax: 705.328.3122

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

Chris Marshall, Director  
Development Services Division  
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

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

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

Hydro One Networks Inc.  
913 Crawford Drive,  
Peterborough, ON  
K9J 3X1

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

## **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 23.3 m. and be

comprised of two (2) parts, the 23.0 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.