

ATTACHMENT 4

Conditions of Draft Plan Approval - Kings Bay Golf Club Limited (27 Stub Road, City of Kawartha Lakes)

Part A - General Conditions

1. This approval applies to the draft plan of subdivision XXT-XXXXX prepared by Malone Given Parsons Ltd. Project No. 15-2448, which shows 46 single detached residential Lots, being Lots 1 to 46 inclusive, four Blocks for Open Space, being Blocks 47 to 50 inclusive, one Block for water production and infrastructure, being Block 51, one Block for servicing, being Block 52, one Block for a future road right-of-way, being Block 53, two Blocks for fire storage tanks, being Blocks 54 to 55 inclusive, two Blocks for drainage, being Blocks 56 to 57 inclusive, two Blocks for a 0.3 metre reserve, being Blocks 58 and 59 and three Streets, being Streets A, B, and C.
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, on-street illumination, tree plantings, walkways, sight 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 confirm the Owner agrees to convey to the City, at no cost, certain blocks, including but not limited to:

Block 47-50	Open Space (34.15 ha)
Block 51	Water Production / Infrastructure Block (3.75 ha)
Block 52	8 m Servicing Block (0.03 ha)
Block 53	Future Road (0.01 ha)
Block 54-55	Fire Storage Tanks (0.04 ha)
Block 56-57	Drainage Block (5.67 ha)
Block 58-59	0.3 m Reserve Blocks (0.01 ha)
Roads A, B and C	Roads (1.62 ha)

which Block(s) numbering may be amended. Such land is to be environmentally clean and free and clear of all encumbrances.

4. The Subdivision Agreement shall confirm the Owner agrees to convey to the City, at no cost, the land comprising the new public streets, sight triangles, road widenings, as shown on the draft M-Plan. Such land to be free and clear of all liens and encumbrances. These lands shall be dedicated as public highways.
5. The streets shall be named to the satisfaction of the City.
6. The Owner shall name road allowances included in the draft plan of subdivision to the satisfaction of the City of Kawartha Lakes.
7. Civic addressing shall be assigned based on 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.
8. 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.

9. 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 in accordance with the provisions of the City's Noise By-law.
10. The schedule to the Subdivision Agreement entitled "Special Warnings and Notices" shall incorporate a notice advising of the existence of the active farm to the northwest of the Lots 1 to 14 inclusive.
11. The Owner shall agree to implement any noise attenuation outlined in the final noise report to the City's satisfaction.
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 Ontario Regulation 44/22, as may be amended.
14. The Owner agrees that, pursuant to section 51.1(3) of the Planning Act, cash-in-lieu of parkland shall be provided. The parties acknowledge and agree that cash-in-lieu of parkland shall not be paid on any lands that are to be conveyed to the City and that the calculation of cash-in-lieu of parkland shall exclude such lands. This condition will be included in the Subdivision Agreement entered into between the Owner and the City.
15. The Owner agrees that the natural heritage features and recommended buffers shall be dedicated and held in public ownership to ensure the long-term protection of both the features and ecological functions of the natural heritage system. The natural heritage features and recommended buffers are contained within blocks 47-50, which the Owner shall convey to the City at no cost.
16. The Owner agrees that Block 51 shall include the wings/flippers currently at the end of Crescent Moon Lane to reflect all water production infrastructure. This Plan shall be red-lined to the City's satisfaction identifying all water production infrastructure in one Block.
17. The Subdivision Agreement shall include the payment of all applicable development charges in accordance with applicable Development Charges By-law. The Owner shall agree in the Subdivision Agreement to pay all applicable development charges in accordance with applicable Development Charges By-law.
18. The Owner agrees that the purchase and sale agreement for each individual lot adjacent to the active farm, will contain a clause (with wording to the City's satisfaction) which informs the purchaser of the presence of the existing farm operation(s).
19. The Owner shall agree in the Subdivision Agreement to establish a homeowners' manual to the satisfaction of the City, which shall be provided with all Purchase and Sale Agreements. This manual shall provide, among other things;
 - a) The method of stormwater drainage within the subdivision and significance of maintaining existing grades and drainage flows;
 - b) The importance of natural features protection including the use of native species for property landscaping and general environmental stewardship; and,
 - c) The homeowners' manual shall also contain information regarding normal farm practices.

Engineering – General

20. The Subdivision Agreement shall confirm the Owner has paid 75% of the Development Application Approval Processing (DAAP) fee as per By-Law 2007-132, as amended, upon the submission of the first detailed engineering design, and agrees to pay the remaining 25% prior to entering into the Subdivision Agreement based on the final approved cost estimate. The cost estimate will make up Schedule 'D' of the Subdivision Agreement, which shall be included in the first engineering submission.
21. The Owner and the City shall agree in the Subdivision Agreement that:
 - a) Except for the purpose of constructing a model home, no building permit will be requested 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 lot shall submit individual lot grading plans and receive approval from the City prior to the issuance of a building permit.
22. The Subdivision Agreement shall confirm the Owner agrees to submit to the City, prior to commencing the installation of services, a construction management plan to regulate the routing of construction traffic through accesses provided to the development from Stub Road and Southcrest Drive, the sediment and erosion control plan to the satisfaction of the City and in compliance with the City's current standard requirements. 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.
23. The Owner shall provide a separate and specific Construction Management Plan, prepared in coordination with the City's Water/Wastewater Division and system operating agency, for the construction, commissioning, implementation, ongoing monitoring of new municipal water and wastewater treatment and distribution system infrastructure and connections to each existing water and wastewater municipal treatment and distribution system, to the satisfaction of the City.
24. The Owner shall provide for City approval, a blasting report in compliance with OPSS.MUNI 120 by a qualified Professional Engineer outlining any area subject to any blasting or rock excavation by explosives for the construction of the proposed infrastructure as well as, blasting techniques being employed. The report shall provide any necessary mitigation measures to ensure that adjacent wells and septic systems are not negatively impacted. The City reserves the right to have the blasting report peer reviewed by a qualified expert at the applicant's expense.
 - a) The owner shall employ a qualified blasting contractor prior to the commencement of any blasting activity on the subject lands.
 - b) Prior to the commencement of blasting activities on the subject lands, the owner shall provide written notice both to the City and all property owners within 200 metres of the development area.
25. 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 as applicable, and as per the City of Kawartha Lakes Council Policy CP2018-009, as amended.

26. The Subdivision Agreement shall confirm the Owner agrees, prior to offering any Blocks, Lots, dwellings, for sale, to display a map on the wall of the sales office and electronically available 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.
27. The Subdivision Agreement shall include reference to a Legal and Topographic survey, current to the existing conditions. The survey shall ensure the detailed design maintains and incorporates all boundary conditions. The existing grading shall remain undisturbed and vegetated for a minimum of 0.3 metres within the subdivision property limit .
28. The Subdivision Agreement and engineering design shall include a clause stating that all lots or blocks to be left vacant, for a period of time longer than twelve (12) months, shall be graded, seeded, maintained, signed and fenced by the Owner, as required, to confirm compliance with City Property Standards By-Laws, and in addition prohibit dumping and trespassing.
29. The Subdivision Agreement shall confirm the Owner agrees to convey to the City, at no cost, the land comprising the new public streets, sight triangles, and road widenings, and as shown on the draft plan as contained in Schedule 'B' of the Subdivision Agreement. Such land is to be free and clear of all encumbrances. These lands shall be dedicated as public highways.
30. The Subdivision Agreement shall confirm the Owner agrees to convey the servicing infrastructure and as shown on the draft plan– Schedule 'B' of the Subdivision Agreement. Such land is to be free and clear of all encumbrances.
31. The Subdivision Agreement shall confirm that a construction plan and anticipated timelines shall be submitted to the City at the detailed design phase and provide for suitable road and infrastructure connectivity.
32. Water Production and Infrastructure Block:
 - a) The Subdivision Agreement shall confirm that the Owner agrees that Block 51 of Plan XXT-XXXX water production and infrastructure is to be conveyed to the City free and clear of encumbrances for water production and infrastructure.
 - b) The Owner shall agree in the Subdivision Agreement to provide a sanitary servicing and water distribution design for the proposed development, prepared by a qualified professional in accordance with the applicable municipal and provincial standards and guidelines to the satisfaction of the City of Kawartha Lakes.
 - c) The Owner shall provide an addendum to the Water Supply Investigation Report by Golder dated February 2022 to confirm the capacity of the new well which as been constructed to provide firm capacity for the existing and proposed subdivision.
33. Prior to execution of any Agreement, the Owner shall submit a Development Communications Plan for review and approval by the City. The Development Communications Plan shall inform the City and area residents of Significant Site Activities and include:
 - a) Installation of a Project Notification Sign, 1.2 m x 2.4 m minimum, to City template and Building Permit requirements, at each construction access to the Lands and visually obvious to the public, at least two (2) weeks before the construction start date and maintained for full duration of construction.
 - b) Notification of the construction project to property owners

Engineering – New and Expanded Public Roads and Traffic

34. The Subdivision Agreement shall confirm that the Owner agrees to design and construct by a qualified professional, entirely at the Owner's expense, the roadways (including cul-de-sacs), sidewalks, and all municipal services for the proposed subdivision including drainage, surrounding grading and slopes and boundary conditions, in compliance or conformance with all current provincial and municipal guidelines and standards and all recommendations contained in related technical reports approved by the City.
35. The Subdivision Agreement shall confirm the Owner will design and construct by a qualified professional, entirely at their expense, the road connections required to existing streets.
More specifically:
 - a) the intersection of Southcrest Drive and Street A;
 - b) the intersection of Southcrest Drive and Street B; and
 - c) the intersection of Southcrest Drive and Street C.
36. The Subdivision Agreement shall confirm that the Owner shall provide for the detailed design of the subdivision, recommendations and engineering design for internal traffic and transportation improvements, including traffic calming measures, traffic signage, controlled intersections, pedestrian crossings, etc., completed by a traffic engineer. The Owner agrees to design and construct, entirely at the Owner's expense.
37. The Subdivision Agreement shall confirm that the Owner has provided an overall traffic lane marking and signage plan, to the City's satisfaction, including any external improvements required and to be identified through the detailed engineering design. 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, included in the cost estimate, Schedule "D" specific to the detailed engineering design of the subdivision to current municipal standards and to the satisfaction of the City.
38. The Subdivision Agreement shall confirm that the Owner has provided 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, as Schedule 'H' of the agreement.
39. The Subdivision Agreement composite utility plan shall confirm that the Owner agrees to access, on reasonable terms and conditions, to any telecommunications service providers indicating an interest to locate within a municipal right-of-way.
40. The Subdivision Agreement shall confirm the Owner agrees to advise any telecommunications service provider intending to locate within a municipal right-of-way, that they may be required to apply for Municipal Consent with the City, and to satisfy all conditions, financial and otherwise, of the City.
41. The Subdivision Agreement shall confirm that the Owner has provided a comprehensive streetscaping plan showing all above-ground utilities, streetlights, street furniture, street tree planting, and/or boulevard landscaping at a minimum equivalent to 2 trees/residential unit, specific to the detailed engineering design of the subdivision to current municipal standards and to the satisfaction of the City, to be included in Schedule 'A-1'.

42. The Subdivision Agreement shall include provisions concerning the precise location of required fencing, commercial grade black vinyl chain link and/or acoustical fencing, specifically to delineate all future and existing City owned blocks from private property. The detailed engineering design of the subdivision will be to the satisfaction of the City.
43. The entire detailed engineering design of the proposed new roads is subject to confirming the new roads, including cul-de-sacs, drainage, surrounding grading and slopes, and boundary conditions, and shall be designed to the satisfaction of the City and in accordance with municipal and provincial standards and guidelines.
44. For road placement adjacent to existing rear yards, the Owner shall demonstrate, through the detailed engineering design, that the drainage, grading, fencing, screening, and/or landscaping/tree planting has been designed to ensure compatibility and mitigate impacts to the satisfaction of the City and in accordance with municipal and provincial standards and guidelines.
45. The vertical sight lines between Southcrest Drive and Stub Road shall be protected through a grading and landscaping restriction to protect for sight lines across Lots 1 and 2, to the satisfaction of the City.
46. The interface between Street C and the drainage Block 57 shall be addressed from a transportation safety perspective by the Owner providing a guard rail that is designed and constructed on Street C along the outer bend in the road next to the stormwater management pond to the satisfaction of the City of Kawartha Lakes and at no cost to the City of Kawartha Lakes.

Engineering – Site Servicing

47. The Owner is required through the engineering design of the development to confirm with the City that there is sufficient sanitary, domestic water and treatment in the municipal system.
48. 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 to the satisfaction of the City 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.
49. The Subdivision Agreement shall confirm that the Owner agrees to provide two independent water supply points for adequate redundancy and looping for domestic purposes. All restoration will be the responsibility of the Owner, to the satisfaction of the City.
50. The Subdivision Agreement shall confirm that the Owner agrees to design, construct and provide ongoing monitoring, entirely at their expense, including any required permitting, agency approvals, infrastructure, infrastructure improvements, testing, for the municipal water supply, water treatment and wastewater treatment systems, as required by the engineering design and to the satisfaction of the City, to ensure adequate capacity, quality treatment and outlet conditions, until Assumption.
51. The Subdivision Agreement shall confirm that the Owner agrees that all residential sanitary services shall drain by gravity and not use sump pumps and grinder pumps for sanitary drainage. The Subdivision Agreement shall confirm that the Owner agrees that each of the

- approved lots will be connected to the City's municipal water, sanitary systems, and storm to the satisfaction of the City.
52. The Subdivision Agreement shall confirm the Owner has obtained an approved Form 1 – Record of Watermains Authorized as a Future Alteration from the Director of Engineering and Corporate Assets 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.
 53. The Subdivision Agreement shall confirm that the Owner has obtained an Environmental Compliance Approval (ECA) in accordance with the Ministry of the Environment, Conservation and Parks and City standards and guidelines for the municipal sanitary works in accordance with the Ontario Water Resources Act, the Environmental Protection Act, and the Consolidated Linear Infrastructure Environmental Compliance Approval . The Subdivision Agreement shall reference the applicable ECA number(s).
 54. The Subdivision Agreement shall confirm that the Owner has obtained an Environmental Compliance Approval (ECA) in accordance with the Ministry of the Environment, Conservation and Parks and City standards and guidelines for the municipal storm and stormwater works in accordance with the Ontario Water Resources Act, the Environmental Protection Act and the Consolidated Linear Infrastructure Environmental Compliance Approval. The Subdivision Agreement shall reference the applicable ECA number(s).
 55. An evaluation to assess redundancy of operational elements for the projected demand/flows of water and wastewater servicing shall be undertaken at the cost of the Owner and this evaluation shall be conducted by a mutually agreed upon Professional Engineer at the Owner's expense. Any required recommendation(s) resulting from that evaluation shall be undertaken at the cost of the Owner.
 56. Prior to connecting a new well to the Drinking Water System, the Owner, at its own expense, shall fulfill the requirements to amend the Drinking Water Works permit, Permit to Take Water and Source Water Protection Plan.
 57. Prior to connecting services to Lots 1 and 2, the Owner shall confirm the municipal water and sanitary servicing shall be extended along the existing Stub Road to the satisfaction of the City and in accordance with municipal and provincial standards and guidelines.
 58. The Subdivision Agreement shall confirm the Owner has agreed to the decommissioning and/or abandonment of all applicable wells shall be completed by the Owner, entirely at their expense, through a qualified professional to the satisfaction of the City and in accordance with provincial standards and guidelines.
 59. The Subdivision Agreement shall confirm the Owner has agreed to provide any access to wells and other infrastructure that are proposed to be assumed by the City shall be provided by the Owner to the satisfaction of the City.
 60. The Subdivision Agreement shall confirm the engineering design has provided sufficient buffers to all source wells to the satisfaction of the City.
 61. The Subdivision Agreement shall confirm the Owner has decommissioned all groundwater wells on municipal property not required for ongoing monitoring or supply as per Ontario Regulation 903, prior to any construction, and entirely at their expense.

62. The Subdivision Agreement shall confirm the fencing requirements for Block 51 Water Production and Infrastructure to ensure security of this new block and to the satisfaction of the City.
63. Following draft plan approval and at the detailed design stage, the Owner shall obtain an amendment to the Municipal Drinking Water License (MDWL) and the Drinking Water Works Permit (DWWP) for the proposed water main expansion.
64. Following Draft Plan approval, the Owner shall prepare a Predesign Report and preliminary design drawings following which the Owner shall contact the MECP to initiate a pre-consultation meeting to review the system upgrades and the MECP's update requirements.
65. The Owner shall provide an addendum to the Geotechnical and Hydrogeological Investigation prepared by Golder, dated December 20, 2021, to confirm the recommendations of the original investigation, based on the detailed engineering design, and include final geotechnical and hydrogeological recommendations that reflect the final design, to the satisfaction of the City.
66. The Owner shall provide a Final Landscape Plan prepared by a qualified professional in accordance with the applicable standards and guidelines to the satisfaction of the City of Kawartha Lakes and Kawartha Conservation.
67. In support of detailed design, the Owner shall complete a dewatering assessment to determine the quantity and quality of water generated during construction and on a permanent basis and to identify suitable discharge options and permitting requirements, to the satisfaction of the City.
68. The Owner shall re-evaluate the Sewage Treatment Plant's operation during the detailed design stage, prior to registration, following the replacement of the rotating biological contactors (RBC) and once updated effluent data is received.
69. The Subdivision Agreement shall confirm the Owner agrees that prior to any construction or earthworks, the Owner shall complete a water well survey of private wells, to the satisfaction of the City.

Engineering – Stormwater Management

70. The Subdivision Agreement, as applicable, shall confirm that the Owner has submitted a Stormwater Management Facility Operations, Maintenance, Monitoring and Assumption Report, for the use of the Stormwater Management Facilities, including Low Impact Development, throughout the phases and stages of development of the subdivision until final assumption of the facility by the City of Kawartha Lakes.
71. The Subdivision Agreement shall confirm that the City has received a stormwater management report for quantity and quality control, water balance and phosphorus 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 Detailed Design opportunities for City Approved Low Impact Development solutions applicable to the site specific conditions. The report shall confirm on-site infiltration rates and stormwater management facility sizing requirements based on a comprehensive and field-verified review of the associated drainage area.
72. The Owner shall provide a detailed design submission of the final Stormwater Management system including outlet and outfall design and the details of the decommissioning of the existing ponds, prepared by a qualified Professional Engineer in accordance with the

- applicable standards and guidelines to the satisfaction of the City of Kawartha Lakes and Kawartha Region Conservation Authority (Kawartha Conservation).
73. The Subdivision Agreement shall confirm that all Stormwater Management facilities have been sized to in all City of Kawartha Lakes, Kawartha Region Conservation Authority, and Ministry of the Environment, Conservation and Parks design elements/features in accordance with their standards and design criteria. At the time of detailed engineering design, should review of the Stormwater Management facility design show that the block has been undersized, the Subdivider shall revise the plan to increase the block size accordingly.
 74. The Subdivision Agreement shall confirm that all Stormwater Quality and Quantity objectives are being met on future municipal owned property, in compliance with all provincial and municipal guidelines and standards.
 75. The Owner shall confirm through the detailed engineering design and Subdivision Agreement that outlets and drainage blocks for all municipal drainage are protected and that no municipal drainage shall be directed to private property.
 76. The Subdivision Agreement shall confirm that the Owner has provided a stormwater management detailed design confirming the entire drainage conditions, the outlet and outfall design, and the decommissioning of the existing ponds subject to confirming the detailed design for stormwater management, drainage, outlet and outfall, including the decommissioning of the existing ponds to the satisfaction of the City and in accordance with municipal and provincial standards and guidelines.
 77. The sizing and location of the blocks for drainage, outlets, and outfalls to the receiving water bodies shall be confirmed through redlining the Draft Plan to include the entire municipal drainage design from source to receiving Nonquon River and Lake Scugog.
 78. The Subdivision Agreement shall confirm that the Owner has submitted an erosion and sediment control plan prepared by a qualified professional detailing the measures that will be implemented before, during and after construction to minimize soil erosion and sedimentation, in accordance with the applicable standards and guidelines and 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. Any grading and earthworks must comply with the City's pre-servicing policy and guidelines.
 79. The Subdivision Agreement shall confirm that the Owner has submitted a phosphorus assessment identifying pre-development loadings, anticipated post-development loadings, and opportunities for phosphorus reduction (e.g. best management practices for stormwater management) and showing a net zero increase in phosphorous loading from the site. This assessment shall be undertaken in accordance with the provisions of Policy 2 of the Provincial Water Quality Objectives.
 80. That, the Subdivision Agreement shall contain the following provision(s):
 - 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. 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 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 any permits for works which are situated within Kawartha Conservation's regulated area.
 - d) That, the Owner shall agree that as-constructed testing, confirmation and engineering certification of stormwater infiltration rates is required as part of the assumption submission, to the satisfaction of the City.
81. The Subdivision Agreement shall include a clause indicating that prior to assumption, all water quality devices (such as stormwater management ponds, OGS, filter devices etc.) shall be cleaned out to the satisfaction of the City.
82. The Subdivision Agreement shall confirm the detailed engineering design for the stormwater drainage and the required drainage blocks are to the satisfaction of the City to ensure the sizing of the Drainage Blocks 56 and 57 of Plan 57M-_____, to be conveyed to the City as drainage blocks, to the satisfaction of the City and at no cost and free of all encumbrances.

City of Kawartha Lakes Finance Department

83. 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, 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.

Fire Department

84. The requirements to be addressed in the Subdivision Agreement shall include fire breaks between structures under construction, and the disposal of construction material.

Kawartha Region Conservation Authority

85. 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, including but not limited to the location, size and shape of the Stormwater Management ponds, prepared by a qualified Professional Engineer in accordance with the applicable standards and guidelines to the satisfaction of the Kawartha Conservation.
86. Prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a Final Grading Plan, including a slope stability analysis, prepared by a qualified professional to the satisfaction of the Kawartha Conservation.
87. Prior to any site alteration or construction, the Owner shall provide appropriate technical reports identifying the floodplain limits on the subject lands to the satisfaction of Kawartha Conservation.
88. 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 Conservation. 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).
89. Prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a detailed cut/fill analysis prepared by a qualified Professional Engineer in accordance with the applicable standards and guidelines to the satisfaction of the Kawartha Conservation.
90. The Owner agrees to apply to Kawartha Conservation separately for individual Permits for any dwelling units which are situated within Kawartha Conservation's regulated area, and/or a fill Permit. As part of the Kawartha Conservation Fee Schedule (Schedule 2), projects with multiple components: will be subject to only the higher of the application fees - not the aggregated amount for the components.
91. The Owner shall provide Kawartha Region Conservation Authority with an Operations and Maintenance Plan and Schedule for the proposed stormwater infrastructure at the time of detailed engineering design for review.
92. The Owner shall provide Kawartha Region Conservation Authority with dimensions of each of the proposed swales, bottom width, side slopes and depth at the detailed engineering design stage for review.
93. The Owner shall provide Kawartha Region Conservation Authority with sections and details of the culverts at the detailed engineering design stage for review.
94. The Owner shall provide Kawartha Region Conservation Authority with detailed lot and swale at the detailed design stage for review.
95. As defined in Ontario Regulation 205/18 under the Safe Drinking Water Act, 2002, water from a new or altered municipal drinking water system shall not be provided to users until the local source protection documents have been amended and the amendments approved by the Ministry of the Environment, Conservation and Parks (MECP). As such, the addition of a back-up supply well to the King's Bay municipal drinking water system triggers the need for

amendments to be completed for both the Trent Assessment Report and Trent Source Protection Plan.

96. A final Section 48 Notice sign off, as per the Safe Drinking Water Act, shall not be issued until the Owner provides the Conservation Authority with an updated model and GIS files that are to the satisfaction of Kawartha Conservation.

Environmental Constraints and Considerations

97. The Owner agrees to implement the recommendations contained in the Phase Two Environmental Site Assessments for the Northwest, East and West Parcels prepared by WSP dated December 12, 2022, October 11, 2023 and October 12, 2023, respectively.
98. Prior to the signing of the final plan by the Director, the Owner shall submit Records of Site Condition (RSCs) as necessary for lands on which residential dwellings will be constructed only, and provide written confirmation from a qualified professional that the recommendations of such RSCs have been implemented and completed to the satisfaction of the Ministry of the Environment, Conservation and Parks (MECP).
99. The Owner agrees to implement the mitigation measures contained in the Environmental Impact Study by Beacon Environmental dated September 2023.
100. To prevent potential negative impacts on the PSW, a 30 metre vegetated buffer shall be provided. Buffers shall be naturalized and enhanced from the current existing conditions by the Owner as demonstrated in the preliminary landscape plans prepared by Schollen & Co. dated September 2023.
101. Development is proposed a minimum of 10 m from the drip line. Buffers shall be naturalized and enhanced from the current existing conditions by the Owner as demonstrated in the preliminary landscape plans prepared by Schollen & Co. dated September 2023.
102. Butternut trees shall be protected from the proposed development through the installation of sediment and control fencing. A Notice of Butternut Impact shall be filed by the Owner with MECP and a mitigation plan for Butternut shall be prepared in accordance with Ontario Regulation 830/31.

Schools

103. The following provisions shall apply equally to the Trillium Lakelands District School Board (TLDSB) and the Peterborough Victoria Northumberland and Clarington Catholic District School Board (PVNCCDSB).
 - a. All Subdivision Agreements for the subject draft plan between the City and the Owner contain a requirement that all Purchase and Sale Agreements for all phases of the approved draft plan contain a clause advising all potential purchasers that all Elementary and Secondary pupils will be accommodated at existing School(s) as no Elementary or Secondary School site is proposed within the approved draft plan.

Utilities

104. The Owner shall make satisfactory arrangements, financial and otherwise, with the telecommunications provider (Bell Canada, Rogers, Cogeco, or Cable Cable, etc.) for any telecommunications underground facilities serving the subdivision.
105. The Owner agrees that if there are any conflicts with existing telecommunications facilities or easements, the Owner shall be responsible for rearrangements or relocation.

106. The Owner shall agree in the Subdivision Agreement, in words satisfactory to the telecommunications provider, to grant to the telecommunications provider any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing telecommunications facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
107. 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).
108. Satisfactory arrangements, financial and otherwise, shall be made with the Internet provider for any underground facilities serving the subdivision.
109. The Owner agrees in the Subdivision Agreement with the City to grant the Internet provider any easements that may be required.
110. If there are any conflicts with existing Internet provider facilities or easements, the Owner/Owner shall be responsible for rearrangements or relocation.
111. Upon approval of the subdivision, the Owner shall provide the new civic addresses to Canada Post as soon as they become available.
112. 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.
113. 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.
114. 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.
115. 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).

- c. The Owner will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and 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.
116. The Owner agrees to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mail Box location. This location shall be in a safe area away from construction activity in order that Community Mail Boxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area shall be required to be prepared a minimum of 30 days prior to the date of the first occupancy.
117. The Owner shall confirm to Canada Post that the final secured permanent locations for the Community Mail Boxes will not be in conflict with any other utility; including hydro transformers, bell pedestals flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
118. Satisfactory arrangements, financial and otherwise, shall be made with the cable television provider for any underground facilities serving the subdivision.
119. The Owner agrees in the Subdivision Agreement with the City to grant the cable television provider any easements that may be required.
120. If there are any conflicts with existing cable television facilities or easements, the Owner/Owner shall be responsible for rearrangements or relocation.
121. The Owner agrees that the Subdivision Agreement contain a provision to ensure that the Owner grade all boulevards to final pre-soil subgrade elevation prior to the installation of the gas lines, and provide the necessary field survey information required for the installation of the gas lines, all to the satisfaction of Enbridge Gas Inc. if required.
122. The Owner agrees in the Subdivision Agreement with the City to grant Enbridge Gas Inc. any easements that may be required.
123. The Owner agrees 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.
124. The Owner agrees to enter 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.

Clearance Conditions

125. 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.
126. Prior to signing the final plan by the Director, the Planning Division shall confirm that Conditions 1 to 19 and 97 to 102 have been satisfied.
127. Prior to the signing of the final plan by the Director, the Engineering Department shall confirm that Conditions 20 to 82 have been satisfied.

128. 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 83 has been satisfied.
129. 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.
130. 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 85 to 96 have been satisfied.
131. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the applicable school boards indicating how Condition 103 has been satisfied.
132. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the telecommunications company indicating how Conditions 104 to 107 have been satisfied.
133. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Internet provider indicating how Conditions 108 to 110 have been satisfied.
134. 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 111 to 117 have been satisfied.
135. 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 television provider indicating how Conditions 118 to 120 have been satisfied.
136. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from Enbridge Consumer Gas indicating how Conditions 121 to 122 have been satisfied.
137. 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 123 to 124 have been satisfied.
138. Prior to final approval, the Owner agrees to ensure a clearance letter or acknowledgement letter is obtained from the Ministry of Citizenship and Multiculturalism for the Archaeological Assessment.
139. Prior to registration, the Owner shall provide confirmation from the Ministry of Citizenship and Multiculturalism of receipt and approval of a Stage 2 Archaeological Assessment and any archaeological assessments required to satisfy the Ministry that archaeological concerns have been addressed, including Stage 3 and 4 Assessments if required.
140. Prior to occupancy, the Owner shall provide confirmation that any applicable assessment report and Source Water Protection Plan has been updated, as required, and approved by MECP.
141. Prior to occupancy, the Owner shall provide confirmation that the existing Permit to Take Water and Drinking Water Works License has been amended, to incorporate the recently installed supply well (Well 5, formerly called TW21-3) in accordance with the Ministry of Environment, Conservation and Parks (MECP) standards.

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 plan 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.

Any request for Draft Plan Approval extension shall include the City's required update to the draft plan including any 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 XXT-XXXXX (DOS-20224101)

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
322 Kent Street West
Lindsay, ON K9V 5R8
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
Public Works Department
City of Kawartha Lakes
322 Kent Street West
Lindsay, ON K9V 5R8
Tel: 705.324.9411 ext. 1143
Fax: 705.328.3122

Terry Jones, 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

Leah Barrie, Director
Development Services Department
City of Kawartha Lakes
180 Kent Street West, 2nd Floor
Lindsay, ON K9V 2Y6
Tel: 705.324.9411 ext. 1246
Fax: 705.324.4027

Matthew Mantle, 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.
45 Sarjeant Drive,
Barrie, ON L4M 5N5

David Cayer
Delivery Services Officer
Canada Post Corporation
P.O. Box 8037, Ottawa T CSC
Ottawa, ON K1G 3H6

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

2. Conveyances and 0.3 m. Reserves

If land is to be conveyed to the City, 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.

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 — e.g. the final public road allowance would be 20.3 m. and be comprised of two (2) parts, the 20.0 m. wide road allowance and the 0.3 m. reserve. The latter would be deeded to the City in trust.

The City further requires 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.

3. Lands Required to be Registered under Land Titles Act

The applicant should be 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 Wastewater Division, in accordance with the Safe Water Drinking Act, 8.0. 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.