

Flato Community Lindsay Inc.
Draft Plan of Subdivision at Vacant Land on Kawartha Lakes Road 36, Ops
16T-22503 (D05-2022-003)

Conditions of Draft Plan Approval – Draft Plan of Subdivision at Vacant Land on Kawartha Lakes Road 36, Ops

GENERAL CONDITIONS

1. This approval applies to the Draft Plan of Subdivision 16T-22503 prepared by Malone Given Parsons Ltd., Project No. 21-2952, dated ~~May 23, 2023~~ September 20, 2024 (“Draft Plan”) which shows a total of 113 townhouse units, being Blocks 1 to 20 inclusive (2.~~6559~~ ha); Blocks 21 to 23 and 25 inclusive for future development (64.~~5742~~ ha); Block 24 for a stormwater management facility (2.06 ha); ~~Block 25 for a parkette (0.19 ha)~~; Block 26 as a pedestrian walkway block to the adjacent school property (0.02 ha); Block 27 as a 6m Servicing block (0.04 ha) and ~~2.873-23~~ ha of new municipal local roads. This description shall be read in conjunction with the red-line revisions ~~contained and described in Report PLAN2023-048 and as approved by Council on September 26, 2023~~ shown on the redlined Draft Plan of Subdivision dated September 20, 2024.
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 confirm the Owner agrees to convey to the City, at no cost, the land comprising the new public streets, day-lighting 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.
4. The streets shall be named to the satisfaction of the City.
5. 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.
6. 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.
7. 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

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to regulation and/or restrictions thereunder.

8. 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 roadways servicing the individual lot or block are 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.
9. Prior to the signing of the final plan by the Director, the Planning Division shall confirm that the necessary Minster's Zoning Order, namely Ontario Regulation 771/21, as amended by O. Reg. 163/22, O. Reg. 490/22 and O. Reg. 54/23, to implement this plan has been approved and is in effect.
10. An Ontario Land Surveyor shall certify that the proposed lot frontages and areas appearing on the final plan conform to the requirements of requirements of Ontario Regulation 771/21, as amended by O. Reg. 163/22, O. Reg. 490/22 and O. Reg. 54/23.
11. The Owner shall follow the recommendations contained in the Environmental Noise Assessment prepared by Valcoustics Canada Ltd. and dated June 2, 2022. The Owner shall pay for all costs, as well as peer review costs, associated with updating of the Environmental Noise Assessment, as required, and to the satisfaction of the City.
12. The Owner agrees that the City, pursuant to Section 51.1 of the Planning Act, requires 5% conveyance of parkland for the townhouse dwelling units. The Owner agrees to provide the parkland dedication as cash-in-lieu of parkland. For the purpose of determining the amount of any such payment, the value of the land shall be determined as the day before 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 negotiate the cash-in-lieu payment.
13. 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.

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ENGINEERING AND CORPORATE ASSETS – GENERAL

14. The Subdivision Agreement for each phase of the subdivision 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.
15. The Owner and the City shall agree in the Subdivision Agreement that:
 - a. 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 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.
16. The Subdivision Agreement for each phase 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 an access provided to the development from **Verulam Road (CKL Highway 36), at Street A**, an Erosion and Sediment Control Plan for all phases of the development, 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 for each phase shall specify that the Construction Management Plan will be in force until assumption.
17. The Owner shall provide for City approval, [if required](#), 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.

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- 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.
18. 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.
 19. 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.
 20. The Subdivision Agreement shall include reference to a Legal and Topographic survey for each phase, 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.
 21. The Subdivision Agreement shall confirm the Owner agrees to convey to the City, at no cost, the following lands through Phase 1:

Block 24 – Stormwater Management Facility

~~Block 25 – Parkette Block (Not required by the City for parkland purposes and to be amalgamated in with Block 23 - Future Development Block and red-lined 6.0 metre wide Municipal Servicing Block)~~

Block 26 – Walkway Block

Block 27 – 6m Servicing Block

~~Block for Water Servicing Block as red-lined on Appendix D to Report PLAN2023-048~~

~~Sight Triangles as red-lined on Appendix D to Report PLAN2023-~~

~~048- (5 m x 5 m) at the intersections of Streets 'A' and 'B', Streets 'A' and 'D', Streets 'A' and 'E', Streets 'B' and 'C' and Streets 'C' and 'D'~~

Sight Triangles (15 m x 15 m) at the intersection of Street 'A' and Verulam Road

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[All as shown on the Draft Plan of Subdivision dated September 20, 2024.](#)

Such land is to be free and clear of all encumbrances.

22. The Subdivision Agreement shall confirm that a construction phasing plan and anticipated timeline shall be submitted to the City at each detailed design phase and provide for suitable road and infrastructure connectivity.
23. The Subdivision Agreement shall confirm the Owner agrees that any existing agricultural tile drainage network and all outlets shall be decommissioned at the Owner's expense.

ENGINEERING AND CORPORATE ASSETS – NEW AND EXPANDED PUBLIC ROADS AND TRAFFIC

24. 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 plan for each phase in Schedule 'B' of the Subdivision Agreement. Such land to be free and clear of all encumbrances. These lands shall be dedicated as public highways.
25. The Subdivision Agreement shall confirm 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 in compliance or conformance with all current provincial and municipal guidelines and standards.
26. The Subdivision Agreement shall confirm that the Owner agrees to design and construct, entirely at their expense, "Street A", east of "Street D" as a temporary access road and stormwater conveyance, to Block 24 Stormwater Management Facility. The road shall be temporary until the next Phase of development, and shall be maintained by the Owner to ensure access is maintained at all times. The road shall be constructed as required by the engineering design and to the satisfaction of the City, with a minimum 4 metre wide granular road base, ensure adequate stormwater conveyance and include a Temporary Turning Basin at Block 24.
27. The Subdivision Agreement shall confirm that the Owner shall provide for the detailed design for each Phase, recommendations and engineering design for internal traffic and transportation improvements, including traffic calming measures, traffic signage, controlled intersections, pedestrian crossings, signalization, etc., completed by a traffic engineer. The Owner agrees to design and construct, entirely at the Owner's expense.
28. The Subdivision Agreement for each phase shall confirm that the Owner has provided an overall traffic lane marking and signage plan, to the City's satisfaction,

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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" for each phase specific to the detailed engineering design of the subdivision to current municipal standards and to the satisfaction of the City.

29. The Subdivision Agreement for each phase 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.
30. The Subdivision Agreement for each phase 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, specific to the detailed engineering design of the subdivision to current municipal standards and to the satisfaction of the City.
31. The Subdivision Agreement for each phase 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 each phase of the subdivision will be to the satisfaction of the City.
32. Prior to final approval, the Owner shall submit a revised Traffic Impact Study to the satisfaction of the City of Kawartha Lakes. The Traffic Impact Study shall include an assessment of the proposed road classification and routing design of Street A, an evaluation and recommendations for walkability and pedestrian access, and an assessment of the proposed sight triangle sizes including an assessment of TAC requirements (parameters related to speed, distance, road classification, etc.) to ensure appropriate sightlines and safety can be achieved for the proposed new connection at Street A and Verulam Road South.

ENGINEERING AND CORPORATE ASSETS – SITE SERVICING

33. The Subdivision Agreement for each phase shall confirm that municipal water and sanitary servicing capacity is not guaranteed for the entire development. The Owner is required through the engineering design of each phase of development to confirm with the City that there is sufficient sanitary, domestic water and fire water supply and treatment in the municipal system.

The Subdivision Agreement of each phase shall provide for the installation of a piped water supply system, sanitary sewage collection system, storm collection

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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.

34. The Subdivision Agreement for each phase 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.
35. The Subdivision Agreement for each phase shall confirm that the Owner agrees that each of the approved lots will be connected to the City's municipal water system, sanitary systems, and storm systems to the satisfaction of the City.
36. The Subdivision Agreement for each phase 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.
37. The Subdivision Agreement for each phase 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 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 number(s).

ENGINEERING AND CORPORATE ASSETS – STORMWATER MANAGEMENT

38. The Subdivision Agreement shall confirm that a report in accordance with Section 65 of the Drainage Act, respecting the proposed subdivision development and increase in drainage area to the Ops 21-74 Municipal Drain has been completed by the City's appointed drainage engineer, at the Owner's expense. The report shall be completed to the satisfaction of the City, and the drainage assessment shall be re-apportioned, prior to earthworks.
39. The Subdivision Agreement for each phase 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

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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.

40. The Subdivision Agreement for each phase, 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.
41. The Subdivision Agreement for each phase shall confirm that all Stormwater Management facilities have been sized to accommodate all City of Kawartha Lakes, Kawartha Region Conservation Authority, and Ministry of the Environment, Conservation and Parks (MECP) 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.
42. The Subdivision Agreement for each phase shall confirm that all Stormwater Quality and Quantity objectives are being met on future municipal owned property, and wording will be added to the agreement that all commercial and institutional blocks will be required to provide independent quality and quantity controls, in compliance with all provincial and municipal guidelines and standards.
43. The Subdivision Agreement for each phase shall confirm that the Owner has submitted 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. Stripping topsoil and earth works must consider a phased approach, and any stripped lands within future phases must be stabilized.
44. The Subdivision Agreement for each phase 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). This assessment will be undertaken in accordance with the provisions of Policy 2 of the Provincial Water Quality Objectives.

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45. The Subdivision Agreement for each phase shall confirm that the Owner shall submit a landscaping/planting plan for the stormwater management pond prepared to the satisfaction of the City, in compliance with all provincial and municipal guidelines and standards.
46. That, the Subdivision Agreement for each phase 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.
 - d. That, the Owner agrees 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.
47. The Subdivision Agreement for each phase 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

FINANCE DEPARTMENT

48. 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,

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- 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

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

KAWARTHA CONSERVATION

50. Prior to final approval and any on-site grading taking place, the Owner shall provide a floodplain analysis to the satisfaction of the City and Kawartha Region Conservation Authority to ensure that development is not within the floodplain.
51. Prior to final approval, the Owner shall submit an updated Hydrogeological Report and water balance analysis and a stormwater management report for quantity 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 stormwater management report shall identify opportunities for Low Impact Development solutions applicable to the site-specific condition.
52. 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

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emphasis on erosion control and identify the location and function of temporary sediment ponds/basins during construction and the impact of this particular development on the overall drainage area and centralized stormwater management pond.

53. 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.
54. That, prior to public ROW construction, or final approval of the Plan, the Owner shall provide a detailed design submission of the final Stormwater Management report prepared by a qualified Professional Engineer in accordance with the applicable standards and guidelines to the satisfaction of the Kawartha Region Conservation Authority.
55. 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.
56. 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).
57. 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

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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.

SCHOOL BOARDS

58. 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.

BELL CANADA

59. The Owner shall make satisfactory arrangements, financial and otherwise, with Bell Canada for any Bell underground facilities serving the subdivision.
60. The Owner agrees that if there are any conflicts with existing Bell Canada facilities or easements, the Owner/Owner shall be responsible for rearrangements or relocation.
61. The 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 at no cost to Bell Canada. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the Owner/Owner shall be responsible for the relocation of such facilities or easements.

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62. 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).
63. The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.
64. The Owner agrees to provide Bell Canada with servicing plans/CUP to planninganddevelopment@bell.ca to confirm the provision of communication/telecommunication infrastructure needed to service the development.
65. The Owner agrees that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure. If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.

ROGERS INC.

66. Satisfactory arrangements, financial and otherwise, shall be made with Rogers Inc. for any underground facilities serving the subdivision.
67. The Owner agrees in the Subdivision Agreement with the City to grant Rogers Inc. any easements that may be required.
68. If there are any conflicts with existing Rogers Inc. facilities or easements, the Owner/~~Owner~~ shall be responsible for rearrangements or relocation.

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CANADA POST

69. 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.
70. 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. In addition, the Owner agrees to have Schedule "A" the approved Engineering drawings of the Subdivision Agreement available for review by all potential homeowners.
71. 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.
72. 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.
73. 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).

COGECO

74. Satisfactory arrangements, financial and otherwise, shall be made with Cogeco Connexion Inc. for any Cogeco underground facilities serving the subdivision.
75. The Owner agrees in the Subdivision Agreement with the City to grant Cogeco Connexion Inc. any easements that may be required.
76. If there are any conflicts with existing Cogeco Connexion Inc.'s facilities or easements, the Owner/~~Owner~~ shall be responsible for rearrangements or relocation.

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NEXICOM

77. Satisfactory arrangements, financial and otherwise, shall be made with Nexicom for any Nexicom underground facilities serving the subdivision.
78. The Owner agrees in the Subdivision Agreement with the City to grant Nexicom any easements that may be required.
79. If there are any conflicts with existing Nexicom's facilities or easements, the Owner/Owner shall be responsible for rearrangements or relocation.

ENBRIDGE

80. 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.
81. The Owner agrees in the Subdivision Agreement with the City to grant Enbridge Gas Inc. any easements that may be required.

HYDRO ONE

82. 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.
83. 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.

CLEARANCES

84. Prior to the signing of the final plan by the Director, the Planning Division shall confirm that Conditions 1 to 11 and 13 have been satisfied.
85. 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 12 has been satisfied.

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86. Prior to the signing of the final plan by the Director, Owner shall provide to the Planning Division a clearance letter from the Engineering and Corporate Assets Department shall confirm that Conditions 14-47 have been satisfied.
87. 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 48 has been satisfied.
88. 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 Department indicating how Condition 49 has 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 Kawartha Conservation Authority indicating how Conditions 50-57 have 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 applicable school boards indicating how Condition 58 has 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 Bell Canada indicating how Conditions 59-65 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 Rogers Inc. indicating how Conditions 66-68 have 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 the Canada Post Corporation indicating how Conditions 69-73 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 74-76 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 Nexicom indicating how Conditions 77-79 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 Enbridge Consumer Gas indicating how Conditions 80-81 have been satisfied.

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97. 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 82-83 have been satisfied.

CONDITIONS RELATIVE TO MASTER DEVELOPMENT AGREEMENT

98. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division confirmation of payment to the City of Kawartha Lakes, in accordance with the Master Development Agreement, as pertains to obligations for the following:

a. Affordable housing as relates to Land and Cash values:

- Land: Phase 1 accrues a commitment to provide land for 11.3 units of affordable housing; as the Owner is not providing this in the current phase, this will transfer as an obligation to the next phase.
- Cash: The Owner is to provide 4% of the appraised value of the property as the cash contribution to affordable housing.

b. Cultural initiatives at a rate of \$571.82 per building permit (for Phase 1: 113 dwelling units equates to \$64,615.66).

c. Tree removal of mature (5 inches circumference or more at 4.5 feet from base), healthy non-invasive trees (\$1,500 per tree).

99. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a Tree Management Plan prepared by a qualified professional, in accordance with the Master Development Agreement, that demonstrates a commitment to retaining existing healthy, non-invasive tree cover on the property.

100. That prior to any site alteration, a detailed Archaeological Assessment has been completed, and a letter of acknowledgement from the Ministry of Culture has been received and provided to the Planning Division, and further, that all recommendations in the Assessment have been complied with if/as required.

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.

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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 16T-22503 (D05-2022-003)

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

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~~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

~~Richard Holy~~, 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

Kayla Cardiff
Rogers Communications
855 York Mills Road
Toronto, ON
M3B 1Z1

Bruce Buchanan, Manager,
Network Operations
Nexicom Inc.
5 King Street East
Millbrook ON L0A 1G0

Drew Lawrence
Network Delivery Coordinator
Cogeco Cable
1111 Goodfellow Road
Peterborough ON
K9J 7X1

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 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.

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.