

Ontario Municipal Board
Commission des affaires municipales
de l'Ontario



ISSUE DATE: March 26, 2015

CASE NO(S): PL110754

PROCEEDING COMMENCED UNDER subsection 51(39) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Appellant:	J. Stollar Construction Limited
Subject:	Proposed Plan of Subdivision
Property Address/Description:	Part Lot 24, Concession 5
Municipality:	City of Kawartha Lakes
Municipal File No.:	16T-08501
OMB Case No:	PL110754
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Heard: December 10, 2014 by telephone conference call

APPEARANCES:

Parties

Counsel

City of Kawartha Lakes	William Koughan
Dunster Investments Inc.	Amber Stewart
J. Stollar Construction Limited	Ian Rowe
Angeline Street Investments Inc.	John Ewart

**MEMORANDUM OF ORAL DECISION DELIVERED BY SYLVIA SUTHERLAND
ON DECEMBER 10, 2014 AND ORDER OF THE BOARD**

[1] This was a settlement hearing related to an application for a draft plan of subdivision by Dunster Investments Inc. ("Dunster") for lands described as Part of Lot 24 Concession 5 ("subject property") in the City of Kawartha Lakes ("City"). The application is phase one of the draft plan of subdivision which proposed 90 single family

lots, a park block, blocks for walkways and reserves, two blocks for stormwater management facilities, two drainage block, and a street, Alcorn Drive.

[2] The City approved the application on June 22, 2011, and J. Stollar Construction Limited appealed the draft plan of subdivision to the Board pursuant to s. 51(39) of the *Planning Act* (“Act”). Angeline Street Investments Inc. (“ASI”), the owner of lands adjacent to the northwest corner of the subject property, was granted party status to this proceeding at a prehearing conference held on November 6, 2013.

[3] All parties participated in a Board-assisted mediation in March, 2014 and continued settlement discussions after the mediation, arriving at Minutes of Settlement (“MOS”) dated August 27, 2014 (Exhibit 2). The MOS include a revised draft plan of subdivision (Exhibit 3) and revised conditions of approval (Exhibit 4). These were subject to the determination of a final outstanding issue, which was subsequently resolved, a letter dated November 20, 2014 from the appellant to that effect being on file at the Board.

[4] Sherry L. Rea, a senior planner with the City, filed an affidavit with the Board (Exhibit 1), and gave uncontested expert evidence and opinion in support of the MOS at the hearing. It was Ms. Rea’s opinion that the proposed draft plan conforms to the policies of the Growth Plan for the Greater Golden Horseshoe and the Lindsay Official Plan. She stated that zoning has been addressed through Revised Conditions 12 and 13 (Exhibit 4), which require that any zoning amendment required to implement the Revised Plan shall be approved and in effect prior to the signing of the final plan.

[5] Ms. Rea was satisfied that the Revised Draft Plan has regard to the applicable criteria of s.51(24) of the Act, as outlined on pages 15 and 16 of her affidavit (Exhibit 1).

[6] In her expert opinion, the resolution reached by the MOS, including the Revised Draft Plan and Revised conditions, represents good planning, is appropriate and is in the public interest. She recommended that the Board grant draft approval to the

Revised Draft Plan, subject to the Revised Conditions of approval.

ORDER

[7] The Board orders that the appeal is allowed in part and that the Draft Plan of Subdivision is revised as set out in Attachment 1 to this Order and that the Conditions of Draft Plan Approval are revised as set out in Attachment 2 to this Order.

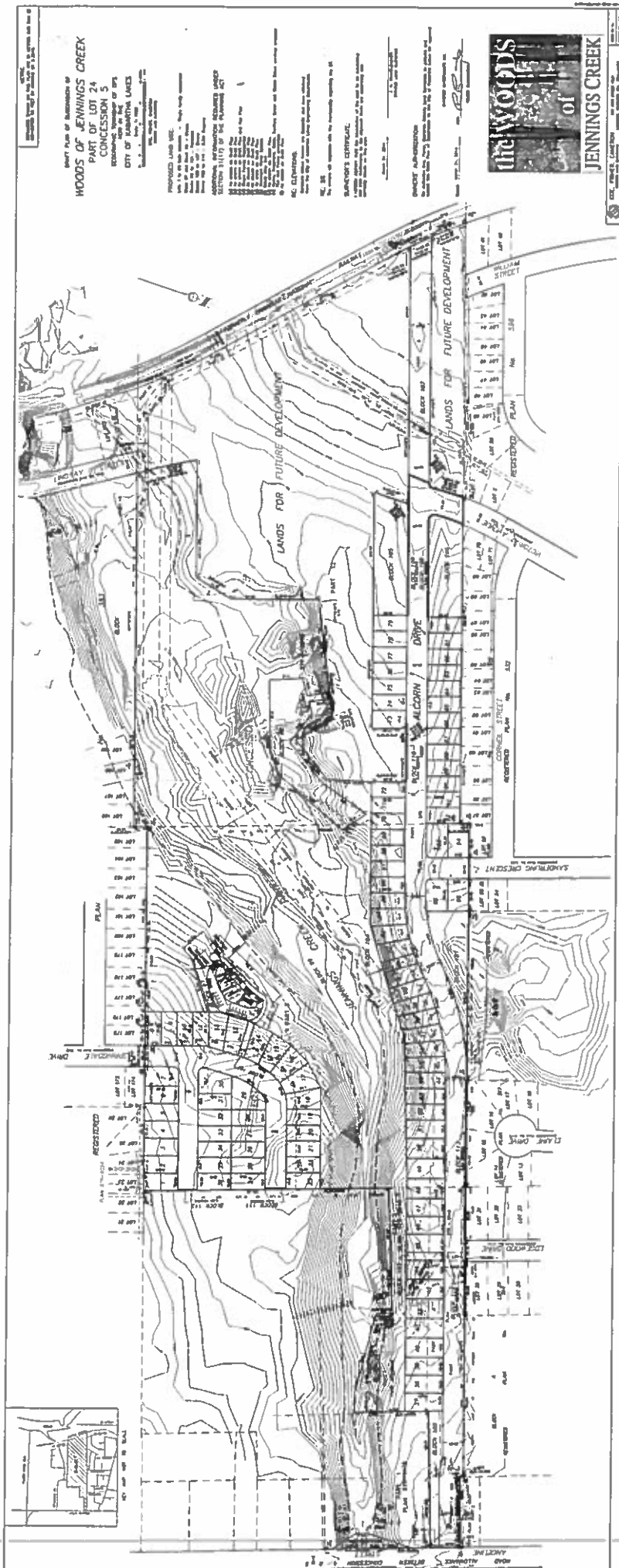
[8] The Board further orders that, pursuant to s. 51(56.1) of the Act, final approval of the plan of subdivision is given to the City of Kawartha Lakes.

“Sylvia Sutherland”

SYLVIA SUTHERLAND
MEMBER

Ontario Municipal Board

A constituent tribunal of Environment and Land Tribunals Ontario
Website: www.elto.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248



SHORT PLAN OF SUBDIVISION OF WOODS OF JENNINGS CREEK PART OF LOT 24 CONCESSION 5
 CONCESSION 5
 CITY OF ALABAMA LANDS

PROPOSED LOTS:
 1. All lots shown on this plan.
 2. All lots shown on the plan of the proposed subdivision.
 3. All lots shown on the plan of the proposed subdivision.
 4. All lots shown on the plan of the proposed subdivision.
 5. All lots shown on the plan of the proposed subdivision.
 6. All lots shown on the plan of the proposed subdivision.
 7. All lots shown on the plan of the proposed subdivision.
 8. All lots shown on the plan of the proposed subdivision.
 9. All lots shown on the plan of the proposed subdivision.
 10. All lots shown on the plan of the proposed subdivision.

PROPERTY ADVERTISEMENTS:
 The property is subject to the following conditions:
 1. The property is subject to the following conditions:
 2. The property is subject to the following conditions:
 3. The property is subject to the following conditions:
 4. The property is subject to the following conditions:
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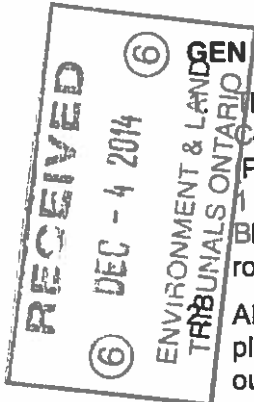




Ex 4
Pw 110754

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REVISED CONDITIONS OF DRAFT PLAN APPROVAL – Dunster Investments Inc.



GENERAL CONDITIONS

This approval applies to Phase 1 of the draft plan of subdivision 16T-08501 prepared by Coe, Fisher, Cameron, Ontario Land Surveyors, drawing number 0-07-9026-DRAFT (Phase 1), dated March 31, 2014 which shows a total of 96 single family lots, being Lots 1 to 96 inclusive, stormwater management facility Blocks 97 and 98, park and walkway Blocks 99 and 101 to 104 inclusive, future development Blocks 100, 105 and 106, future road extension Block 107, and 0.3 metre reserves Blocks 108 to 114 inclusive.

All conditions shall be fulfilled and satisfied, and final approval shall be given or this draft plan approval shall lapse after three years from the date the Notice of Decision is sent out with respect to this draft approval.

3. Prior to the signing of the final plan by the Director, a Subdivision Agreement shall be entered into and executed by the owner and the City to satisfy all financial, legal, and engineering matters, including the design, provision and installation of roads, services, 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.
4. The Subdivision Agreement shall include the payment of all applicable development charges in accordance with applicable Development Charges By-laws.
5. The owner agrees, in writing, to the registration of the Subdivision Agreement against the land to which it applies once the plan of subdivision has been registered.
6. The road allowances included in this draft plan shall be shown and dedicated as public highways.
7. The streets shall be named to the satisfaction of the City.
8. Civic addressing shall be assigned on the basis of lots being subdivided in the future, to the satisfaction of the City, and that the assignment of civic addresses be included in the Subdivision Agreement, either in chart form within the body of the agreement or as a Schedule to the Agreement.
9. The owner and the City shall agree in the Subdivision Agreement that:
 - a) No building permit will be issued for any individual lot or block until underground municipal services are installed and operational and the roadway is constructed to base asphalt condition.
 - b) All lots and blocks will be developed in accordance with the approved engineering designs for the subdivision.
 - c) The building permit applicant for each such lot or block shall submit individual lot grading and drainage plans and receive approval from the City prior to the issuance of a building permit.
10. The owner shall agree in the Subdivision Agreement to submit to the City, prior to commencing the installation of services, a construction management plan to regulate the routing of construction traffic for all phases of the development through an access provided to the development from Angeline Street North. Measures to minimize

construction mud on the roads as well as road cleaning at the owner's expense will be included in the Subdivision Agreement. The Subdivision Agreement shall specify that the construction management plan will be in force until such time that underground municipal services are installed and operational, the roadway is constructed to base asphalt condition, and all "earthworks" identified in the Schedules to the Subdivision Agreement are completed.

11. The schedule to the Subdivision Agreement entitled "Special Warnings and Notices" shall incorporate a notice advising of the existence of the City's Noise By-law and warning that construction activities within the subdivision may be subject to regulation and/or restrictions thereunder.

ZONING

12. Prior to the signing of the final plan by the Director, the Planning Division shall confirm that any amendment to the Zoning By-law necessary to implement this plan has been approved and is in effect.
13. An Ontario Land Surveyor shall confirm that the proposed lot frontages and areas appearing on the final plan conform to the requirements of the former Town of Lindsay Zoning By-law.

CONVEYANCE OF PARKLAND

14. The owner shall convey Blocks 99 and 101 to the City for park purposes free and clear of any encumbrances.
15. The owner agrees that the passive recreational park will be developed in accordance with the concept plan prepared by Stewart C. McElroy and Associates Inc., Landscape Architects, dated November 30, 2010 and last revised April 6, 2011.
16. The owner agrees that parkland dedication shall be calculated on 5% for low density and the alternative parkland dedication for medium and/or high density. The parkland dedication shall be a combination of land development and/or cash-in-lieu of parkland as determined by the Director of Community Services.
17. The Subdivision Agreement between the owner and the City shall contain clauses to address the following:

Alcorn Drive crossing of the VRTC

- a) The owner shall provide a detailed design incorporating the necessary traffic calming measures with the distinct purpose of identifying the approach to the trail, road signage and markings, open sightlines, and fully accessible trail access for mobility assistance devices. All work within the road allowance will need to blend with the paved trail and landscape as it exists.

Rogers Park

- a) Significant grading has been completed by the owner between Alcorn Drive and Rogers Park, and this area will become an addition to the park. Existing fencing across the north side of Rogers Park shall be removed by the owner. The owner shall not be required to replace the fencing, but the entire addition to the park shall be graded and contoured by the owner to standards acceptable to Community Services. Tree planting and seeding, which has been substantially completed, and

the walkways to the existing park shall be completed to standards acceptable to Community Services.

Alcorn Drive between Sanderling Crescent and Angeline Street North

- b) The owner shall address concerns regarding the "hodgepodge" of fencing (side/rear of Elaine Drive properties) that will become evident along the south side of Alcorn Drive between Rogers Park and Edgewood Drive. There should be a plan to either replace it, or screen it so as not to detract from the visual impact of the new street.
- c) To service both Orchard Park and Rogers Park, sidewalks will be located on both sides of Alcorn Drive.

North side of Alcorn Drive and Spence Crescent

- a) Rear and side lots are to be fenced with 4 foot commercial chain link. All lots should be graded to meet natural grade at the fence line. The fence line must be staked out and inspected by parks staff prior to fence installation. All deadfalls and broken limbs and trees identified as potentially hazardous or in jeopardy of decline within 10 metres of this fenceline must be removed. Where grading is required, no slope at the fenceline is to exceed 5:1 and must be fully vegetated with ground cover.
- b) The area east of the stormwater management facility now shown as a play area has been identified as a possible location for re-grading the slope for the purposes of installing a toboggan slope. This will need to be designed and approved. The location of a play area in the valley behind vegetation is not supported. The proposed play area should be relocated to Rogers Park to better serve the community.
- c) Streetscape plan and tree planting is expected.

Springdale Drive

- a) Rear and side lots are to be fenced with 4 foot commercial chain link.
- b) The same tree and slope requirements as behind Alcorn Drive and Spence Crescent above.

CONVEYANCE OF PUBLIC WALKWAYS

- 18. Blocks 102, 103 and 104 as shown on the draft plan shall be shown and dedicated as public walkways on the final plan, at no cost to the City.
- 19. All municipal walkway Blocks shall be fenced to the satisfaction of the City.

CONVEYANCE OF EASEMENT/ROW FOR NORTHWEST TRUNK

- 20. The owner shall convey an easement/right-of-way, at no cost and free and clear of encumbrances, for the full width and length of Alcorn Drive based on the installation of both the proposed forcemain and gravity pipe servicing the northern portions of the NWT project which is intended to become assumed as a city street through the normal subdivision process.
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21. The gravity drain is planned to support 90 direct access laterals installed by the City's contractor at the developer's expense (unit cost in the contract bid) inclusive of an appropriate share of the contract administrative cost.
22. The owner acknowledges an agreement in principle that the City will be responsible for necessary tree clearing of the right-of-way and rough grading to suit area drainage and park/trail access where appropriate.
23. The owner agrees that surplus topsoil may be placed and rough graded on Block 101 intended to be integrated into City parkland (Rogers Park) with final contours by the developer under city supervision to suit trail access and connectivity to the development and trails further north via Block 104.
24. The owner agrees that the City contractor shall have access to the storm water management pond site on the south side of Jennings Creek to access inert fill material without responsibility for tree clearing/final grading.

CONVEYANCE OF BLOCK 107 FOR FUTURE EXTENSION OF ALCORN DRIVE

25. The owner shall convey Block 107 to the City, at no cost, for road purposes free and clear of encumbrances.
26. The Subdivision Agreement between the owner and the City shall provide that the owner agrees to design and secure for the construction of the portion of Alcorn Drive identified as Block 107. The Subdivision Agreement will also provide for and secure for required connections onto the Victoria Rail Trail lands and any connecting infrastructure including trail identification and traffic calming measures.

TEMPORARY TURNAROUNDS

27. In the absence of alternative arrangements satisfactory to the City, the Subdivision Agreement shall require that Lots 24 and 36 be constructed and maintained as a temporary roadway connector until such time that the roads they abut are extended to the west.

ROADS AND TRAFFIC

28. The Subdivision Agreement between the owner and the City shall provide that the owner agrees to design and construct, entirely at its expense, the roadways, sidewalks, and all municipal services for the proposed subdivision, and any external improvements adjacent to the proposed subdivision in accordance with all recommendations contained in related technical reports approved by the City, as required in condition 3.
 29. The owner shall convey to the City, at no cost, the land comprising the new public streets, day-lighting triangles, road widenings, and 0.3 metre reserves, as shown on the draft plan, such land to be free and clear of all encumbrances. These lands shall be dedicated as public highways.
 30. Any dead end streets and open sides of road allowances created by this draft plan shall be terminated in 0.3 metre reserves to be conveyed to and held in trust by the City.
 31. The owner agrees to route all construction traffic from Angeline Street North into the development.
 32. The Subdivision Agreement shall require the owner to provide an overall traffic lane marking and signage plan for all internal roadways to the City's satisfaction, including
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any external improvements adjacent to the proposed subdivision identified as being required or recommended in related technical reports approved by the City, as required in condition 3 above. The installation of pavement markings and signage, as well as any required modifications to existing pavement markings and signage, shall be at the owner's expense and responsibility.

33. The owner shall provide a comprehensive streetscaping plan showing all above-ground utilities, street furniture, street tree planting, and/or boulevard landscaping. The plan shall also illustrate how on-street parking can be accommodated between street furniture and driveway locations.
34. The requirements to be addressed in the Subdivision Agreement pursuant to condition 3, above, shall include the following:
 - a) that watermains and fire hydrants be approved by the Fire Chief and that the City of Kawartha Lakes Fire Department be satisfied with respect to street signage, fire breaks between structures under construction, and the disposal of construction material, among other things. The Subdivision Agreement shall incorporate all of the requirements of the Fire Department;
 - b) that each of the approved lots will be connected to the City's municipal water and sewage systems, to the satisfaction of the City; and,
 - c) that the owner shall satisfy the City that the land is not contaminated and that a copy of the report, be forwarded to the City for review and approval. The City reserves the right to have the report peer reviewed at the owner's expense.

SITE SERVICING

35. The Subdivision Agreement shall provide for the installation of a piped water supply system, sanitary sewage collection system, and stormwater management system 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.
36. The Owner agrees that all residential sanitary services shall drain by gravity and not use sump pumps and grinder pumps for drainage.
37. Prior to the signing of the final Plan by the Director, the owner shall obtain an Environmental Compliance Approval (ECA) from the Ministry of the Environment for the municipal sewer works.
38. The owner shall convey easements/rights-of-way to the City, at no cost and free and clear of encumbrances, across Block 112, the adjacent road(s), Block 102, and Block 97, for the purpose of granting access for the construction of a sanitary sewer, a storm sewer, and a stormwater management facility to generally service the northwest area of the draft plan and the adjacent lands to the west, owned by Angeline Street Investments Inc. The final location of the easements/rights-of-way shall be determined in accordance with engineering plans/reports to be submitted to and approved by the City. If the easements/rights-of-way are required prior to the execution of the Subdivision Agreement, the owner shall convey same to the City forthwith following a written request by the Director of Development Services. If they are not required before the execution of the Subdivision Agreement, the Subdivision Agreement shall provide for the conveyance of easements/rights-of-way in accordance with this condition prior to the issuance of a building permit for any of Lots 1 to 96 in the draft plan.

STORMWATER MANAGEMENT

39. The owner shall convey an easement/right-of-way, at no cost and free and clear of encumbrances, for the appropriate width and length to provide access to Block 98, being a storm water management facility, from Alcorn Drive.
40. Prior to the signing of the final plan by the Director and any on-site grading or construction, a stormwater management report in accordance with the appropriate standards shall be submitted to the Kawartha Conservation and the City for their approval. The report shall detail the pre and post development for all events up to and including the 100 year stormwater flows.
41. Prior to the signing of the final plan by the Director, Kawartha Conservation and the City shall be provided with a detailed erosion and siltation mitigation plan with measures to be used prior to, during and after construction. The said plan shall be complete to the satisfaction of these agencies. To reduce potential post construction slope failures and/or erosion effects, the sediment and erosion control plan should also include measures for re-vegetation of disturbed soils immediately following site disturbance in accordance with Section 9.0 of the Environmental Evaluation, prepared by Niblett Environmental Associates Inc. and dated January, 2009, Project No. PN 08-065.
42. The Subdivision Agreement shall contain a provision acceptable to Kawartha Conservation and the City that the owner agrees to implement the works referred to in the stormwater management report and the erosion and sedimentation control plan prior to any on-site grading or construction and/or the issuance of building permits.
43. Prior to the signing of the final plan by the Director and any on-site grading or construction, Kawartha Conservation and the City shall receive, review and approve reports describing:
 - a) the intended means of conveying stormwater flow from the site, including use of stormwater management techniques which are appropriate and in accordance with accepted practices;
 - b) the anticipated impact of the development on water quality, as it relates to fish and fish habitat once adequate protective measures have been taken;
 - c) the means whereby erosion and sedimentation and their effects will be minimized on the site both during and after construction;
 - d) supporting technical documentation should also be submitted which meets or exceeds standards in the Technical Guidelines Erosion and Sediment Control, February 1989, published by the Ministry of Natural Resources;
 - e) site soil conditions, including grain size distribution profiles; and
 - f) site grading plans.
44. The Subdivision Agreement shall contain the following provisions, in wording acceptable to the Kawartha Conservation and the City, wherein the owner agrees:
 - a) before commencing any grading or construction on any lot, to have prepared detailed reports, drawings and site plans acceptable to the City and Kawartha Conservation, which will show:
 - i) the location of all buildings and structures to be erected on the site and all final grades and vegetation; and,
 - ii) the means whereby storm drainage will be accommodated, and the means whereby erosion and siltation will be contained and minimized, both during and after the construction period.

- b) to carry out, or cause to be carried out, the works recommended in all reports submitted for approval by approval agencies;
 - c) to erect snow fencing or other suitable barriers prior to initiating any grading or construction on the site to prevent the unauthorized dumping of fill and to keep these barriers in place until all grading and construction on abutting lots and roadways has been completed to the satisfaction of both the City and Kawartha Conservation; and,
 - d) that the owner agrees to maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to Kawartha Conservation and the City.
45. The Owner agrees to provide vehicular access for maintenance purposes to the stormwater management facilities contained on Blocks 97 and 98 to the City's satisfaction.
46. The Owner agrees to provide sufficient sediment drying storage area within the stormwater management facilities contained on Blocks 97 and 98 to the City's satisfaction.
47. The Owner agrees to provide either appropriate grading and/or install fencing around the stormwater management facilities contained on Blocks 97 and 98 to the City's satisfaction.

EASEMENTS AND AGENCY SPECIFIC CONDITIONS

48. The Owner shall co-ordinate the preparation of an overall utility distribution plan to the satisfaction of all affected authorities.
49. All easements as may be required for utility or drainage purposes shall be granted to the appropriate authority.
50. Satisfactory arrangements, financial and otherwise, shall be made with Bell Canada for any Bell underground facilities serving the subdivision.
51. The owner agrees in the Subdivision Agreement with the City to grant Bell Canada any easements that may be required for telecommunication purposes.
52. 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. Easements may be required subject to final servicing decisions. If there are any conflicts with existing Bell Canada facilities or easements, the owner/developer shall be responsible for rearrangements or relocation.
53. 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).
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54. Prior to the signing of the final plan by the Director, the owner shall satisfy all requirements, financial and otherwise, of Hydro One Networks Inc.
55. The owner shall 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 Networks Inc. 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 capacity expansion outside of the development but necessary to ensure the integrity of the Company's Power distribution grid.
56. The Subdivision Agreement shall contain the following provision:
- The Owner shall grade all boulevards to final pre-topsoil subgrade 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 Consumers Gas.*
57. The Subdivision Agreement shall include wording to the satisfaction of Canada Post Corporation concerning the location of community mailboxes for the purposes of mail delivery.
58. The Subdivision Agreement shall contain provisions requiring the owner to provide for the following requirements of Canada Post Corporation:
- a) Inform all prospective purchasers, through a clause in all Agreements of purchase and sale, as to those lots identified for potential Community Mailbox, mini-park and/or locations;
 - b) Provide, at the owner's expense, curb depressions at the Community Mailbox location 2 metres in width and no higher than 25 mm. Poured pad specifications as per municipal sidewalk requirements;
 - c) Provide, at the owner's expense, a paved lay-by at the Community Mailbox location when required by the municipality;
 - d) Provide for appropriate signage identifying temporary community mailbox locations and that they may ultimately be moved to another location; and,
 - e) If a grassed boulevard is planned between the curb and the sidewalk where the Community Mailbox is located, install at the owner's expense, a walkway across the boulevard. The walkway is to be 1.0 metres in width and constructed of a material suitable to the municipality (e.g. interlock, asphalt, concrete, etc.). In addition, the developer shall ensure, by forming or cutting the curb, that this walkway is handicapped accessible by providing a curb depression between the street and the walkway. This depression should be 1.0 metres wide and no higher than 25 mm.

ENVIRONMENTAL IMPACT CONDITIONS

59. The owner shall fully implement all recommendations and mitigation measures contained in Section 8.0 of the Environmental Evaluation, prepared by Niblett Environmental Associates Inc. and dated January 2009, Project No. PN 08-065. The recommendations shall be implemented through the Subdivision Agreement and include, but are not limited to, the following items:

General Recommendations

- a) A minimum 30 metre setback from the bank full width of Jennings Creek be implemented;
- b) A 15 metre setback be established from the bank full width of the unnamed tributary;
- c) The entire development envelope and the 15 metre buffers be staked in the field prior to any site preparation activities;
- d) A detailed sediment and erosion control plan be prepared for activities during the site preparation, construction and post construction phases;
- e) Silt fence be regularly inspected and maintained as necessary until construction is completed and soil stabilized with vegetation;
- f) The toe of the slope for Street B be minimized to retain most of wetland community 8 and activities such as site grading, tree removal or storage or dumping of soil, stumps and brush be prohibited;
- g) Cutting of trees on the property and grading be completed outside the peak breeding bird season, May 1st to July 31st as per Environment Canada guidelines;
- h) Cutting of the forest edge, communities 2 and 4 be limited to the extent needed for the building envelope on each (Lots 43 to 65 and Lots 8 to 15);
- i) Trees should be cut by a qualified forester and trees to be retained at the rear of the lots trimmed using standard arboriculture techniques;

Fisheries Recommendations

- j) Proposed stormwater pond outfalls be located at the recommended locations;
 - k) No in-water works should be completed between March 15th to July 15th to protect the warm water fisheries;
 - l) All materials and equipment used for the purpose of site preparation and project completion shall be operated and stored in such a manner that prevents any deleterious substance from entering the water;
 - m) Any stockpiled materials shall be stored and stabilized away from the water;
 - n) Vehicle and equipment re-fuelling and/or maintenance shall be conducted away from the water course. Any part of a vehicle and/or equipment entering the water shall be free of fluid leaks and externally cleaned/degreased to prevent deleterious substances from entering the water;
 - o) Stormwater pipes be installed in such a manner as to limit water velocities entering the waterbody (i.e. pipes installed at low grade; channel lining, structure, or flow barrier to limit velocities);
 - p) A suitably sized rip-rap apron be placed at the outfall location to help protect the bank against scour, and provide additional energy dissipation;
 - q) Stormwater outfall pipes be located at no more than a 45 degree angle from the receiving section of stream;
 - r) Only clean material free of fine particulate matter shall be placed in the water/rip-rap apron;
 - s) Stormwater outfalls be constructed at the same time, or prior to, the installation of stormwater pipes to ensure that concentrated flows are not released into an unstabalized location;
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- t) Sediment and erosion control measures shall be implemented prior to work and maintained during work phases, and until the site has been stabilized, to prevent entry of sediments into the water;
 - u) All disturbed areas of the work shall be stabilized immediately and re-vegetated as soon as possible with a native seed mix;
 - v) No removal of trees, boulders and other naturally occurring objects from the water. These features provide cover for fish and their prey and must be left alone to maintain productive capacity of fish habitat;
 - w) Stormwater management plans should ensure that all road runoff does not reach Jennings Creek or the unnamed tributary untreated, and meets or exceeds minimum provincial water quality guidelines.
60. The owner shall submit written confirmation by a qualified Professional Engineer that all fill materials imported onto the subject lands shall fulfill all existing Ministry of Environment environmental regulations.

CLEARANCE CONDITIONS

61. That prior to the signing of the final plan by the Director, the owner will ensure that clearance letters from the appropriate authorities and City Departments have been submitted to the Planning Division so as to confirm how conditions 62 to 71 inclusive have been satisfied.
62. That subsequent to the execution of the Subdivision Agreement by the Owner and prior to the signing of the final plan by the Director, the City Treasurer shall confirm in writing to the Director that all financial obligations and payments to the City, as set out in the Subdivision Agreement, in accordance with condition 3, have been satisfied including, but not limited to:
- a) all applicable Development Charge payments in accordance with the requirements of all applicable Development Charge By-laws,
 - b) all applicable Capital Charge payments in accordance with the requirements of all applicable Capital Charge By-laws,
 - c) all applicable Local Improvement payments in accordance with the requirements of all applicable Local Improvement By-laws,
 - d) all applicable fees payable in accordance with the requirements of all applicable municipal by-laws, including fee by-laws,
 - e) the form and amount of the securities that the owner is required to have posted to secure its obligations under the Subdivision Agreement, including the identification of any reduction in such securities that has already been incorporated into the Subdivision Agreement,
 - f) where there has been such a reduction in such securities, a Statutory Declaration submitted on behalf of the Owner confirming payment of all accounts for material, labour and equipment employed in the installation of the services on whose completion such reduction has been computed and applied, and
 - g) any financial obligations with which the owner's compliance has been deferred or from which the owner has been exempted pursuant to the terms of the Subdivision Agreement.

It is acknowledged that prior to the signing of the final plan by the Director, a copy of the Subdivision Agreement will be forwarded to Planning Committee for endorsement

which will include a Planning Report along with the financial reporting as outlined above.

63. That prior to the signing of the final plan by the Director, Development Services shall confirm that conditions 1 to 13 inclusive, 20 to 33 inclusive, 34(c), 45 and 46 have been satisfied.
64. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from Kawartha Conservation indicating how conditions 40 to 44 inclusive and 59 and 60 have been satisfied.
65. That 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 Lakes Fire and Rescue Department indicating how condition 34(a) has been satisfied.
66. That 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 conditions 14 to 19 inclusive and 47 have been satisfied.
67. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the Public Works Department indicating how conditions 34(b) and 35 to 39 inclusive have been satisfied.
68. That prior to the signing of the final plan by the Director, the owner shall provide to the Planning Division a clearance letter from the Enbridge Consumers Gas indicating how conditions 48, 49, and 56 has been satisfied.
69. That 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 48 to 53 inclusive have been satisfied.
70. That 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 48, 49, 54 and 55 have been satisfied.
71. That 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 57 and 58 have been satisfied.

NOTES TO DRAFT PLAN APPROVAL of 16T-08501 (D05-18-084)

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
Manager of Engineering
Public Works Department
City of Kawartha Lakes
12 Peel Street
Lindsay, ON K9V 3L8
Tel: (705) 324-9411 ext. 1151
Fax: (705) 328-3122

Craig Shanks, Acting 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

Ron Taylor, Director
Development Services Department
City of Kawartha Lakes
180 Kent Street West, 2nd Floor
Lindsay ON K9V 2Y6
Tel: (705) 324-9411 ext. 1239
Fax: (705) 324-4027

Mark Pankhurst, Fire Chief
Emergency Services Department
Kawartha Lakes Fire Rescue
Service
9 Cambridge Street North
Lindsay K9V 4C4
Tel: (705) 324-5731
Fax: (705) 878-3463

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

Gary Panter (Fenelon Falls)
Hydro One Networks Inc.
913 Crawford Drive,
Peterborough, ON K9J 3X1

Diana (DeDe) Adamowicz
Delivery Planning Officer
Canada Post Corporation
41 Temperance Street, Suite 207
Bowmanville, ON L1C 3A0

Mark Majkowski
Kawartha Region Conservation
Authority
277 Kenrei Road, R.R. #1
Lindsay, ON K9V 4R1

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 20.1 m. and be comprised of two (2) parts, the 19.8 m. wide road allowance and the 0.3 m. reserve. The latter would be deeded to the City in trust.

3. Lands Required to be Registered under Land Titles Act

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

4. Sewage Works

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

5. Water Works

Water works shall meet the requirements of, and be approved by, the City of Kawartha Lakes Public Works Water and Waste Water Division, in accordance with the Safe

Water Drinking Act, S.O. 2002 as amended and the Environmental Protection Act, R.S.O. 1990 as amended.

6. Clearance of Conditions

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

7. Block 107

The use of Block 107 for a future extension of Alcorn Drive is subject to a future phase draft plan approval on the Subject Property, and any additional requirements that may be needed to support the draft plan application.