



Draft Plan of Common Element
Condominium Conditions
2573532 Ontario Inc.
D04-2019-001

APPENDIX " G "
to

Conditions of Draft Plan Approval – 2573532 Ontario Inc.

REPORT PLAN 2019-067
D01-2019-001
D04-2019-001
D05-2019-001
D06-2019-007

FILE NO.

General Conditions

1. This approval applies to the draft plan of common element condominium 16CD-19501, prepared by GHD, Project and Drawing No. 11148821-CEC2, dated December, 2018 and last revised August, 2019, which shows 2 townhouse sites, being Site 1 and 2 inclusive. Site 1 will be developed with 55 parcels of tied land, common facilities to include 7.0 m wide asphalt paved laneway, concrete curbs, sidewalks, landscaped areas, sanitary sewer, watermain and facilities, 27 visitor parking spaces, water meter room, community mailbox, fencing and open space. Site 2 will be developed with 100 parcels of tied land, common facilities to include 7 m. wide asphalt paved laneway, concrete curbs, sidewalks, landscaped areas, sanitary sewer, watermain and facilities, 39 visitor parking spaces, water meter room, community mailbox and fencing.
2. This approval is associated with the draft plan of subdivision 16T-19501, prepared by GHD, Project and Drawing No. 11148821-DP1, dated November, 2018 and last revised August, 2019, which shows 2 townhouse blocks, being Blocks 1 and 2 inclusive and Alcorn Drive. Block 1 will be developed with 55 residential townhouse units and Block 2 will be developed with 100 residential townhouse units for a total of 155 residential townhouse units.
3. Prior to the signing of the final plan by the Director, a Condominium 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 Condominium Agreement shall include the payment of all applicable development charges in accordance with the applicable Development Charges By-law.
5. The Condominium Agreement shall include the payment of all applicable North West Trunk Capital Charges in accordance with the applicable Capital Charge By-law.
6. The Owner agrees, in writing, to the registration of the Condominium Agreement against the land to which it applies once the plan of subdivision has been registered.
7. The road allowances included in this draft plan shall be shown and dedicated as public highway.
8. The street shall be named to the satisfaction of the City.

9. 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 Condominium Agreement.
10. The Owner and the City shall agree in the Condominium Agreement that:
 - a) No building permit will be issued for any individual lot or block until underground services are installed and operational and the roadway is constructed to base asphalt condition.
 - b) All lots and blocks will be developed in accordance with the approved engineering design for the development.
 - 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.
11. The schedule to the Condominium 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 development may be subject to regulation and/or restrictions thereunder.
12. The Owner shall agree in the Condominium 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 Lindsay Street North. 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 Condominium Agreement shall specify that the Construction Management Plan will be in force until assumption.
13. The Owner shall agree that prior to entering into a Condominium Agreement with the City, the Owner has fulfilled all obligations to the City required under a Pre-Servicing Agreement, if applicable.
14. The Owner agrees, prior to offering any Blocks, Lots or dwellings units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of surface infrastructure and streetscaping, within the development. In addition, the Owner agrees to have the Schedule "A" subdivision agreement engineering drawings available for review by all potential homeowners
15. The Owner agrees to confirm in writing that they no longer wish to proceed with fulfilling the conditions of draft plan approval and formally withdraw the draft plan of subdivision approval that was granted in 1995 for 13 residential lots on the southern portion of the property.
16. The Owner acknowledges and agrees in the Condominium Agreement that the first Phase of the development will be limited to 100 residential units.

Zoning

17. Prior to the signing of the final plan by the Director, the Planning Division shall confirm that any amendment to the Zoning By-law necessary to implement this plan has been approved and is in effect.
18. An Ontario Land Surveyor shall certify that the proposed lot frontages and areas appearing on the final plan conform to the requirements of the Town of Lindsay Zoning By-law.
19. The Owner acknowledges that the townhouse development within the Blocks will be subject to Site Plan Approval.

New and Expanded Public Roads and Traffic

20. The Owner shall convey to the City, at no cost, the land comprising the new public street known as Alcorn Drive, day-lighting triangles, and, as shown on the draft plan, such land to be free and clear of all encumbrances. These lands shall be dedicated as public highways.
21. The Condominium Agreement between the Owner and the City shall provide that the owner agrees to design and construct, entirely at his or her expense, the roadways, sidewalks, and all services for the proposed development, and all external improvements adjacent to the proposed development in accordance with all recommendations contained in related technical reports approved by the City. Specifically, the Owner agrees to design and construct, entirely at his or her expense, the urbanization of the extension of Alcorn Street across the existing Victoria Rail Trail Corridor and the urbanization of the west half of Lindsay Street North from the south limit of the subject property to the north limit of Lindsay Street North, including sidewalk, curb, storm sewer, street lights, and streetscaping to the City's satisfaction.
22. The Condominium Agreement shall require the Owner to provide an overall traffic lane marking and signage plan for all internal roadways to the City's satisfaction, including any external improvements adjacent to the proposed subdivision identified as being required or recommended in related technical reports approved by the City. The installation of pavement markings and signage, as well as any required modifications to existing pavement markings and signage, shall be at the Owner's expense and responsibility and specific to the detailed engineering design of the development and to the satisfaction of the City.
23. The Owner shall provide a comprehensive streetscaping plan showing all above-ground utilities, streetlights, street furniture, street tree planting, and/or boulevard landscaping, specific to the detailed engineering design of the development and to the satisfaction of the City.
24. The Condominium Agreement shall include provisions concerning the precise location of required fencing, commercial grade black vinyl chain link and/or acoustical fencing, specifically related to the detailed engineering design of the development and to the satisfaction of the City.

Site Servicing

25. The Condominium Agreement shall provide for the installation of a municipal water supply system, sanitary sewage collection system, storm 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 and shall provide for the connection and looping of the existing municipal water system along Lindsay Street North and Alcorn Drive.
26. The Owner agrees that each of the approved Blocks will be connected to the City's municipal water and sanitary systems, to the satisfaction of the City.
27. Prior to the signing of the final plan by the Director, the Owner shall obtain an approved Form 1 – Record of Watermains Authorized as a Future Alteration from the Director of Public Works for the water works in accordance with the Safe Water Drinking Act and the Environmental Protection Act.
28. Prior to the signing of the final plan by the Director, the Owner shall obtain an Environmental Compliance Approval (ECA) from the Ministry of the Environment and Climate Change for the municipal sewer works in accordance with the Ontario Water Resources Act and the Environmental Protection Act. The Subdivision Agreement shall reference the applicable ECA numbers.

Stormwater Management

29. Prior to final approval and any on-site grading taking place, the Owner shall submit 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 opportunities for Low Impact Development solutions applicable to the site specific conditions
30. Prior to final approval and any grading taking place, the Owner shall submit an erosion and sediment control plan detailing the measures that will be implemented before, during and after construction to minimize soil erosion and sedimentation prepared to the satisfaction of the Kawartha Region Conservation Authority and the City. The plan shall contain a proactive targeted multi-barrier approach with emphasis on erosion control.
31. That, the Condominium Agreement shall contain, among other matters, the following provision:
 - 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.

Conditions for Fencing and Trail Connectivity Conditions

- 32. The Condominium Agreement shall include provisions concerning fencing of the rear lot lines adjacent to the Victoria County Rail Trail with commercial grade black chain link fence.

Parkland

- 33. The Owner agrees that the City, pursuant to subsection 51.1(3) of the Planning Act, accepts payment in lieu of the 5% conveyance of parkland. For the purpose of determining the amount of any such payment, the value of the land shall be determined by an accredited appraiser (CRA or AACI). The date of this appraisal shall be no later than the day before the date of the notice of decision to grant draft plan approval or the date of the most recent extension pursuant to subsection 51(33) of the Planning Act, to the approval of the draft plan of common element condominium. The City is not required to accept the appraisal report and reserves the right to have the appraisal report peer reviewed and to negotiate the cash-in-lieu payment.

Easements and Agency Specific Conditions

- 34. That satisfactory arrangements, financial and otherwise, shall be made with Bell Canada for any Bell underground facilities serving the development.
- 35. That the Owner agrees in the Condominium Agreement with the City to grant Bell Canada any easements that may be required for telecommunication purposes.
- 36. That if there are any conflicts with existing Bell Canada facilities or easements, the Owner/developer shall be responsible for rearrangements or relocation.
- 37. That Owner shall agree in the Condominium Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the events of any conflict with existing Bell Canada facilities or easements, the Owner/developer shall be responsible for the relocation of such facilities or easements.
- 38. 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).

39. 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.
40. That the Owner enters into a Condominium 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.
41. That the Condominium 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 Consumer Gas.
42. The Owner will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes.
43. The Owner agrees in the Condominium Agreement, prior to offering any Blocks, Lots, dwellings, commercial units for sale, to display a map in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
44. 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, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.
45. 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.
46. The Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
 - a) any culvert and granular access subject to municipal requirements;
 - b) any required walkway across the boulevard, per municipal standards; and
 - c) any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications).

Environmental Conditions

47. The Owner shall follow the recommendations contained in the Phase I Environmental Site Assessment prepared by GHD and dated July 6, 2018 and

in the Phase II Environmental Site Assessment prepared by GHD and dated July 18, 2018.

48. Prior to the signing of the final plan by the Director, the Owner shall submit a Record of Site Condition (RSC) of the subject land, and written confirmation from a qualified professional that the recommendations of such RSC have been implemented and completed to the satisfaction of the MOECC.
49. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a detailed design submission of the final Stormwater Management system prepared by a qualified Professional Engineer in accordance with the applicable standards and guidelines to the satisfaction of the Kawartha Region Conservation Authority.
50. 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 Conservation Authority.
51. 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 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).
52. That, prior to any site alteration, construction, or final approval of the Plan, the Owner shall provide a phosphorus budget, showing a net-zero increase in phosphorus (pre-to-post development) loading from the site to the satisfaction of Kawartha Conservation.
53. That, the Condominium Agreement contain the following provisions:
 - a) That, the Owner agrees to carry out the recommendations of the approved Stormwater Management report, the approved Grading Plan and the approved Sediment and Erosion Control Plan (The Agreement shall contain a reference to the plans and reports approved by the 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; and,
 - c) That, 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.

Special Conditions

54. The Owner shall carry out an Archeological Assessment of the subject property and mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archeological resources found. No grading, related to preparation of the site for the draft plan of subdivision, shall take place on the subject property prior to the approval authority and the Ministry of Culture confirming that all archeological resource concerns have met licensing and resource conservation requirements.
55. Prior to final approval, the Owner shall provide confirmation that Curve Lake First Nation accepts the Archeological Assessment of the subject property. No grading, related to preparation of the site for the draft plan of subdivision, shall take place on the subject property prior to receipt of said confirmation.
56. That the Condominium Agreement shall incorporate the requirements of the Fire Rescue Service with respect to Firebreak Criteria or through alternative design;
57. That subsequent to the execution of the Condominium Agreement by the Owner and prior to the signing of the final plan by the Director, the City Treasurer shall confirm in writing to the Director that all financial obligations and payments to the City, as set out in the Subdivision Agreement, in accordance with condition 2, have been satisfied including, but not limited to:
 - a) all applicable Development Charge payments in accordance with the requirements of all applicable Development Charge By-laws,
 - b) all applicable Capital Charge payments in accordance with the requirements of all applicable Capital Charge By-laws,
 - c) all applicable Local Improvement payments in accordance with the requirements of all applicable Local Improvement By-laws,
 - d) all applicable fees payable in accordance with the requirements of all applicable municipal by-laws, including fee by-laws,
 - e) the form and amount of the securities that the Owner is required to have posted to secure its obligations under the Subdivision Agreement, including the identification of any reduction in such securities that has already been incorporated into the Subdivision Agreement,
 - f) where there has been such a reduction in such securities, a Statutory Declaration submitted on behalf of the Owner confirming payment of all accounts for material, labour and equipment employed in the installation of the services on whose completion such reduction has been computed and applied, and
 - g) any financial obligations with which the Owner's compliance has been deferred or from which the Owner has been exempted pursuant to the terms of the Subdivision Agreement.

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

Clearance Conditions

58. 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.
59. Prior to the signing of the final plan by the Director, the Development Services Division shall confirm that conditions 1 to 11 both inclusive, 15 to 19 both inclusive, 32 and 54 have been satisfied.
60. Prior to the signing of the final plan by the Director, the Engineering and Corporate Assets Division shall confirm that conditions 12 to 14 both inclusive, 20 to 31 both inclusive have been satisfied.
61. 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 57 has been satisfied.
62. 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 29 to 31 both inclusive and 47 to 53 both inclusive have been satisfied.
63. 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 33 has been satisfied.
64. 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 34 to 38 both inclusive have been satisfied.
65. 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 39 and 40 have been satisfied.
66. 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 condition 41 has been satisfied.
67. 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 42 to 46 both inclusive have been satisfied.
68. Prior to the signing of the final plan by the Director, the Owner shall provide to the Planning Division a clearance letter from the Curve Lake First Nations indicating how condition 55 has been satisfied.
69. 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 56 has been satisfied.

Part B – Lapsing Provision

All conditions shall be fulfilled and satisfied, and final approval shall be given or this draft plan approval shall be deemed to have lapsed pursuant to the Planning Act,

R.S.O. 1990, as amended, after three (3) years from the date the Notice of Decision is sent out with respect to this draft approval.

A request for Draft Plan Approval extension should be made at least 60 days before the approval lapses as no extension can be given after the lapsing date. Draft Plan Approval extension requests shall include an evaluation of all engineering design and supporting documentation to ensure compliance or conformance with all current provincial and municipal guidelines and standards. Designs and reports shall be updated by the Owner as required, to the satisfaction of the City.

Notes to Draft Plan Approval of 16CD-19501 (D04-2019-001)

1. Clearance Letters

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

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

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

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

Ron Warne, Director of Planning,
Development and Engineering
Kawartha Conservation
277 Kenrei Road,
Lindsay, ON K9V 4R1
Tel: 705.328-2271
Fax: 705.328-2286

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

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

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

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

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.