

## **Conditions of Draft Approval**

**2040771 Ontario Inc.**

### **Part of Lot 5, Concession C, municipally known as 670 and 690 Broadway**

This draft approval and conditions apply to the draft plan of vacant land condominium (“the plan”) submitted by 2040771 Ontario Inc (the “Owner”) for their property described as Part of Lot 5 Concession C, on Registered Plan 7R-5321, Town of Orangeville, County of Dufferin bearing a Surveyor’s certificate dated August 13, 2020, and showing 33 condominium townhouses units, easements, and common elements including a road, visitor parking and parkette.

#### **Agreement**

1. That prior to final approval of the plan, the Owner enters into a Site Plan Agreement, and such other agreements as may be required or appropriate, to satisfy all of the requirements, financial and otherwise of the Town of Orangeville (the “Town”) with respect to the development.

#### **Zoning**

2. That the final plan conforms to the amending zoning by-law enacted by the Town, and that this condition is considered capable of fulfillment only once the amending zoning by-law is in force with all levels of appeal exhausted.
3. That prior to final approval of the plan, the Owner will provide a surveyor's certificate indicating the areas and frontages of all vacant land units in the plan, for the purpose of demonstrating the conformity of the units with the Zoning By-law.
4. That the Owner agrees in the Site Plan Agreement, to submit as-constructed drawings to demonstrate to the satisfaction of the Town, that the townhouse units and common-element areas comply with the final condominium plan, and any site plan(s) (inclusive of any associated plans, drawings or reports) approved in accordance with Section 41 of the Planning Act.

#### **Landscaping and Fencing**

5. That prior to final approval of the plan, the Owner shall submit to the satisfaction of the Town, a Landscape Plan prepared by a suitably accredited landscape architect.

6. That the Owner agrees, in the Site Plan Agreement, to implement the approved Landscape Plan and to install fencing as identified by Town staff through the Site Plan review process.

### **Noise Study**

7. That, prior to final approval of the plan, the Owner agrees to update the Noise Study, prepared by S.S. Wilson Associates dated July 4, 2019.
8. That the Owner agrees in the Site Plan Agreement to implement the recommendations of the approved acoustical and/or vibration report, including any required warning clauses in the Declaration and all offers of purchase and sale/lease for lots within this plan.

### **Servicing**

9. That no works or servicing occur on the site until the Owner has made arrangements satisfactory to the Town, including, but not necessarily limited to, the posting of securities for the desired works and services and/or the fulfillment of the requirements of the Town's Topsoil Removal By-law (By-law 15-92) and/or other permits as may be required by the Town of Orangeville and the County of Dufferin.
10. That prior to final approval of the plan, the Town will allocate water supply and sewage treatment capacity to the development. This allocation will not be made until such time as the Town is satisfied that there is adequate water supply and sewage treatment capacity to service the proposed development.

### **Engineering**

11. That prior to final approval of the plan, the Owner agrees to have prepared by a qualified Professional Engineer(s) and submitted to the Town of Orangeville for approval, the following reports:
  - a) Functional Servicing Report that addresses water distribution, sanitary sewer collection, storm sewage collection and stormwater management to confirm that the existing municipal services are adequately sized to accommodate the demands associated with the proposed development;
  - b) Stormwater Management Implementation Report to be completed that must address quality and quantity control of post-development flows up to and including the 100-year storm and demonstrate how the Regional Storm will be conveyed through the development via overland flow routes. The report will describe in detail the means whereby stormwater will be conducted from the site to a receiving body and also the means whereby erosion, sedimentation, and their effects will be contained and minimized on the site both during and after the construction period; and

- c) Siltation, Sedimentation and Erosion Control Report to provide recommendations for the control, maintenance, and monitoring of sediment during all phases of construction and to address erosion control issues specific to the Site Plan.
12. That the Owner agree to prepare, to the satisfaction of the General Manager Public Works, an information brochure advising of the existence and function of the soakaway pits. Further, the Owner agrees to include a clause in the Site Plan Agreement requiring the Owner to provide copies of the approved brochure to all homeowners.
13. That, prior to final approval of the plan and prior to the commencement of any site grading or servicing works, the Owner shall provide, or cause to be provided, a detailed engineering submission be prepared to the satisfaction of the Town, which will describe:
- a) the means whereby stormwater will be conducted from the site to a receiving body; and,
  - b) the means whereby erosion, sedimentation and their effects will be contained and minimized on the site both during and after the construction period.

The detailed engineering submission will include a report that will cover water distribution, sanitary collection, storm sewers, and stormwater management to confirm that the existing municipal services are adequately sized to accommodate the additional demand associated with the proposed development.

### **External Works**

14. That the Owner agrees in the Site Plan Agreement to design, construct and maintain a pedestrian trail connecting to the existing trail within the adjacent Block 21, Plan 7M-25 to the satisfaction of the Town.

### **Transportation**

15. That the Owner agrees in the Site Plan Agreement to implement the recommendations of the approved traffic study prepared by R.J. Burnside & Associates Limited dated July 2019.

## **Hydrogeology**

16. That the Owner agrees in the Site Plan Agreement to implement the recommendations of the Water Balance Brief prepared by Urbtech Engineering Inc. dated June 1, 2020.

## **Plan Modifications and Conveyances**

17. That in the Site Plan Agreement the Owner acknowledges that the Condominium Corporation is responsible for the maintenance of the water and sanitary pipes from the development to the mainline sewer and watermain on Dinnick Crescent (Block 73 on Registered Plan 7M-44).
18. That satisfactory land for the purposes of road widening be conveyed to the County of Dufferin (the "County") free of charge and encumbrance as identified on the Plan of Condominium.
19. That all 0.3 metre reserves, as may be required by the Town and the County upon the review of the final engineering drawings, be shown on the plan and conveyed to the Town free of charge and encumbrance.
20. That any daylight triangles, as may be required by the Town and/or County upon the review of the final engineering drawings, be shown on the plan and conveyed to the Town free of charge and encumbrance to improve visibility.

## **Parkland**

21. That the Owner agrees in the Site Plan Agreement to satisfy the parkland dedication requirements of the Planning Act by making a cash-in-lieu of parkland payment to the Town, the amount of which will be calculated in accordance with the provisions of the Act and the Town's Parkland Dedication By-law 41-2012.

## **Planning**

22. That the Owner shall demonstrate to the satisfaction of the General Manager of Infrastructure Services that the common element areas of the site comply in all respects to any site plan(s) approved by the Town in accordance with Section 41 of the Planning Act (inclusive of all associated drawings and reports), and the requirements of any Site Plan Agreement registered on title, prior to the registration of the Plan of Condominium.
23. That prior to the registration of the Plan of Condominium, the Owner shall provide to the Town a copy of the proposed condominium Declaration and description that will be registered. The Declaration shall contain appropriate provisions setting out responsibility for maintaining, repairing and replacing services which serve:
  - a) More than one unit, whether or not those services are within the common elements or within a unit;

- b) An owner's unit only, that are located within the owner's unit or another unit;  
and
- c) The owner's unit only, that are located within the common elements.

### **Water Conservation and Energy Efficiency**

- 24. That prior to final approval of the plan, the Owner shall submit to the satisfaction of the Town, a Water Conservation Plan, which provides an analysis and recommendations for strategies including water efficient landscaping, water efficient fixtures and appliances, that reduce potable water consumption on average for all units within the Plan, by a minimum of 20% lower than the Ontario baseline average residential per capita daily water usage rate for the five (5) year period from 2013 to 2017.
- 25. That prior to final approval of the plan, the Owner shall submit to the satisfaction of the Town, an Energy Efficiency Assessment, which demonstrates how the units in the plan can achieve on average, an overall minimum 10% reduction in energy consumption relative to the Ontario Building Code requirements in effect as of the date of this draft approval of the plan.

### **Utilities**

- 26. That the Owner will make satisfactory arrangements with Bell Canada, Rogers Cable or other telecom providers, Enbridge Gas, and Orangeville Hydro to ensure the appropriate utility distribution and servicing of this development including the provision of any easements required by the Town to accommodate the servicing.
- 27. That the Owner agrees, in the Site Plan Agreement, to prominently display or cause to be displayed an above-ground utility plan on a wall of the sales office, once finalized and signed by the General Manager of Infrastructure Services, showing the locations of all catch basins, hydro transformers, utility boxes, street lights, and fire hydrants within the development.

### **Display Mapping**

- 28. That the Owner agrees, in the Site Plan Agreement, that prior to executing any offer of purchase and sale with prospective purchasers, the Owner shall prepare and prominently display or cause to be displayed a plan on a wall of the sales office, or made available digitally, to the satisfaction of the Town, showing the following information:

### **For the Lands within the Plan**

- a) the type, location and material of all required fencing (including noise);
- b) all sidewalks and trailways;
- c) all landscape features, amenities and surface treatments within the Common Elements;
- d) All easements and their respective purpose;
- e) Community mailbox location(s);
- f) Visitor parking areas;
- g) no parking provisions for all roads; and
- h) the following statement in **bold type**:

**“This map is based on information available as of (date) and may be revised without notification to purchasers.”**

### **For all lands within 100 metres of the development**

- a) any existing or proposed open space, park or stormwater management blocks and trailways;
  - b) the land use designation of lands in accordance with the Town’s Official Plan and Zoning By-law;
  - c) any major easements (i.e. Hydro corridors, Trans Canada Pipelines, etc.); and,
  - d) any arterial and collector roads including the number of lanes.
29. That the Owner agrees, in the Site Plan Agreement, that it will update or cause to be updated, the Display Plan, at its expense, from time to time, as conditions change and as required by the Town, and will submit the revised plan to the Town for prior approval.
30. That the Owner agrees, in the Site Plan Agreement, to prominently display or cause to be displayed an above-ground utility plan on a wall of the sales office, once finalized and signed by the General Manager of Infrastructure, showing the locations of all catch basins, hydro transformers, utility boxes, street lights, and fire hydrants within the development.
31. In the alternative, if a sales office does not exist, the Owner shall provide evidence that the Sales Office Plan has been included in all promotional advertising material (i.e. brochures, websites, etc.), to the satisfaction of the Town.

## **Warning Clauses**

### **Town of Orangeville**

32. That the Owner agrees to include the following warning clauses in the Declaration and all offers of purchase and sale/lease for lots within this plan:
- a) "The purchaser acknowledges that mail delivery to this development and/or lot will be provided from a Community Mailbox, to be located within the development."
  - b) "The purchaser acknowledges that the parking is prohibited on all private roads within this development."
  - c) "The purchaser acknowledges that visitor parking spaces are for the sole use of visitors."
  - d) "The purchaser acknowledges that the internal streets are not maintained by the Town and are the responsibility of the Condominium Corporation."
  - e) "The purchaser acknowledges that those lot abutting open space lands, are owned by the Town of Orangeville. The Town will manage these lands as a protected natural area that will not receive landscaping maintenance. Uses such as private picnic, barbeque or garden areas; storage of materials and/or dumping of refuse or ploughed snow; cutting or removal of vegetation are not permitted on these lands. In addition, direct access through such means as private rear yard gates is prohibited"

### **Canada Post**

33. The Owner/Developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans;
34. The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads;
35. The Owner/Developer will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings;
36. The Owner/Developer will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community

Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy;

37. The Owner/Developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy;
38. The Owner/Developer agrees, prior to offering any of the residential units for sale, to place a "Display Map" on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Community Mailbox site locations, as approved by Canada Post and the Town of Orangeville;
39. The Owner/Developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new home purchaser that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot #s) of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easements granted to Canada Post;
40. The Owner/Developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off.

### **Upper Grand District School Board**

41. That the Owner shall agree in the Site Plan Agreement that adequate sidewalks, lighting and snow removal (on sidewalks and walkways) will be provided to allow children to walk safely to school to a designated bus pickup point.
42. That the Owner and the Upper Grand District School Board shall reach an agreement regarding the supply and erection of a sign (at the developer's expense and according to the Board's specifications) and affixed to the permanent development sign advising prospective residents about schools in the area.
43. That the Owner agrees in the Site Plan Agreement and Condominium Declaration to advise all purchasers of residential units and/or renters of same, by inserting the following clause in all offers of Purchase and Sale/Lease:  
  
"In order to limit liability, public school buses operated by the Service de Transport de Wellington-Dufferin Student Transportation Services (STWDSTS),



or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up students, and potential busing students will be required to meet the bus at a congregated bus pick-up point.”

### **Rogers**

44. That prior to registration of the Plan of Condominium, the developer/owner will, at its own cost, grant all necessary easements and maintenance agreements required by those CRTC-licensed telecommunications companies and broadcasting distribution companies intending to serve the Subdivision (collectively the "Communications Service Providers"). Immediately following registration of the Plan of Subdivision, the developer/owner will cause these documents to be registered on title.
45. That prior to registration of the Plan of Condominium, the developer/owner will, with consultation with the applicable utilities and Communications Service Providers, prepare an overall utility distribution plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.

### **Dufferin Peel Catholic District School Board**

46. That the Owner shall agree in the Site Plan Agreement to include the following warning clauses in the Deceleration and all offers of purchase and sale/lease of residential lots:
  - a) “Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later may be transferred to the neighbourhood school.”
  - b) “That the purchasers agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board.”

### **Enbridge**

47. The applicant shall contact Enbridge Gas Inc.’s Customer Connections department by emailing SalesArea20@Enbridge.com to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.
48. In the event that easement(s) are required to service this development, and any future adjacent developments, the applicant will provide the easement(s) to Enbridge Gas Inc. at no cost.

## **Bell Canada**

49. The Owner shall indicate in the Agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.

## **Clearances**

50. Prior to the registration of the final plan, clearance will be required from the following agencies to indicate that their conditions have been satisfied:
- a) Upper Grand District School Board
  - b) Dufferin-Peel Catholic District School Board
  - c) Orangeville Hydro
  - d) Rogers Cable, Bell Canada and/or other telecom companies
  - e) Enbridge
  - f) Canada Post
51. Prior to the Town's final approval of the Plan of Condominium, the Town shall be comprehensively advised in writing by the Owner how conditions 1 through 50 have been satisfied or acknowledged, whatever the case shall be.

## **Lapsing**

52. That this draft approval shall lapse if the plan has not been registered within three years of the Council decision or in the event of an appeal, within a period of three years from the date of a Local Planning Appeal Tribunal (LPAT) order approving the draft plan. The Town may grant an extension of draft approval at its discretion.