

# **ATTACHMENT B**

## **CONDITIONS FOR DRAFT PLAN OF SUBDIVISION**

1. Pursuant to the provisions of Section 51 of the *Planning Act, R.S.O., 1990 c. P.13*, as amended, ("the *Planning Act*") the following conditions will apply for the development application 28TPL2023316.
2. THAT this approval applies to the proposed draft plan of subdivision located at the intersection of Croton Avenue and Dalton Road, prepared by G. Douglas Vallee Limited and dated August 10, 2023 (revision date: May 9, 2024), which includes the following:
  - a. 123 Single Detached Residential Lots (Lot 1 to 123)
  - b. 184 Townhouse Street Residential Units (Blocks 13 to 41)
  - c. 61 Dual Frontage Townhouses (Blocks 4-12)
  - d. Stormwater Management Facilities (Block 1)
  - e. Parks (Block 2 & 62)
  - f. 0.3 meter Exterior Side Yard Reserve Block (Blocks 43-61)
  - g. Servicing Easement (Phase 1 Block 3) (Phase 2 Block 3)
  - h. Future Right of Way (Block 42)
3. Registration of PHASE ONE of the Plan of Subdivision will expire, May 1<sup>st</sup>, 2026 generally defined as the following but subject to modifications as may be approved by the Norfolk County Planning Department:
  1. Lots 20 to 46 for 27 single detached dwellings
  2. Blocks 20 to 33 for 86 Street Townhouses
  3. Block 1 Stormwater Management Facilities
  4. Block 2 Park
  5. Part of Block 5 Servicing Easement
  6. Block 43, 44, 45, portion of 46, portion of 54, 55, 56, and 57 as 0.3 meter Exterior Side Yard Reserve Block

7. Part of Street A, Part of Street C and Part of Street E
  8. Phase 1 – Block 3
4. Registration of PHASE TWO of the Plan of Subdivision will expire, May 1<sup>st</sup>, 2028 generally defined as the following but subject to modifications as may be approved by the Norfolk County Planning Department:
1. Lots 1 to 19 for 19 single detached dwelling
  2. Block 13 to Block 19 for 47 street townhouses
  3. Block 11 to Block 12 for 14 dual frontage townhouses
  4. Block 42 Future Right of Way
  5. Block 58, 59, 60 , 61 as 62 0.3 meter Exterior Side Yard Reserve Block
  6. Part of Harvest Lane and Street E
  7. Phase 2 – Block 3
5. Registration of PHASE THREE of the Plan of Subdivision will expire, May 1<sup>st</sup>, 2030 generally defined as the following but subject to modifications as may be approved by the Norfolk County Planning Department:
1. Lots 47 to 105 for 59 single detached dwellings
  2. Block 34 to Block 39 for 38 street townhouses
  3. Block 9 and Block 10 for 14 dual frontage townhouses
  4. Block of portion of 46, 47, 48, portion of 49, portion of 50, 51, 52, 53 and portion of 54 as 0.3 meter Exterior Side Yard Reserve Block
  5. Street B and Street C and Part of Street A and Part of Street E
6. Registration of PHASE FOUR of the Plan of Subdivision will expire, May 1<sup>st</sup>, 2032 generally defined as the following but subject to modifications as may be approved by the Norfolk County Planning Department:
1. Lots 106 to 123 for 18 single detached dwellings
  2. Block 40 to Block 41 for 13 street townhouses
  3. Block 4 to Block 8 for 33 dual frontage townhouses
  4. Block 62 Park
  5. Street D and Part of Street B and Part of Street E
  6. Block of portion 49 and portion of Block 50 as 0.3 meter Exterior Side Yard Reserve Block
7. AND FURTHER THAT the draft plan of subdivision approval will expire in the event that the final plan of subdivision for an individual phase of the development is not registered by the date set out identified above. If the draft plan of subdivision expires, then draft plan approval shall lapse pursuant to Section

51(32) of the *Planning Act, R.S.O. 1990, c.P.13*, as amended. It is the Owner's responsibility to contact Norfolk County Planning if an extension of draft plan approval is required at least thirty (30 days) prior to the expiry date.

8. AND FURTHER THAT the Owner shall agree to design and construct temporary turnaround cul de sac in Phase One as appropriate to the satisfaction of Norfolk County.
9. AND FURTHER THAT the Owner covenants and agrees that the subject lands will not be developed, serviced, altered, disturbed or graded prior to the final plan approval except where a preservicing agreement is registered on title and except to the extent required for the purposes of the archeological assessment.
10. AND FURTHER THAT the following conditions apply to each phase of the development:

### **STUDIES, REPORTS AND ASSESSMENTS**

11. AND FURTHER THAT the Owner covenants and agrees that all additional studies, reports and assessments be completed by a qualified professional, with findings and recommendations implemented prior to final plan approval. Please note that this may result in amendments to your draft plan approval and conditions which will require a redline development application, subsequent fees and processing time.
12. AND FURTHER THAT prior to final plan approval, the Owner shall advise if an Environmental Assessment is required for (public roads and highways, waste management projects, water and wastewater works, environmental impact study, environmental compliance approval, environmental site assessment, heritage impact study) and if required shall be submitted and to be accepted by the applicable approval authority to carry out the recommendations and any necessary mitigation to the satisfaction of the approval authority and Norfolk County.
13. AND FURTHER THAT prior to final plan approval, the Owner shall carry out the recommendations and any necessary mitigation provided in the required studies, reports and assessments including, but not limited to and to the satisfaction of Norfolk County:
  - a) Functional Servicing Report including Stormwater Management, dated September 11, 2023, prepared by G. Douglas Vallee Consulting Engineers; or as amended;
  - b) Water Modelling Report, dated November 25, 2022 and the Sanitary Modelling Report, dated November 25, 2022 prepared by RV Anderson; or as amended; and
  - c) Traffic Impact Study dated September 2023 prepared by Paradigm Transportation Solutions Limited; or as amended.
14. AND FURTHER THAT any study, report and assessment be technically reviewed by third party qualified professionals at the discretion of Norfolk County, at the Owner's expense.
15. AND FURTHER THAT the Owner shall demonstrate through the use of Norfolk County's water distribution system model that there is adequate water supply and pressure for potable water as well as Fire protection to accommodate the development, to the satisfaction of Norfolk County.

16. AND FURTHER THAT the Owner shall demonstrate through the use of Norfolk County's wastewater collection system model that there is adequate conveyance capacity along the flow path to the Wastewater Treatment Plan to accommodate the development, to the satisfaction of the Norfolk County.
17. AND FURTHER THAT prior to final plan approval, the Owner shall secure an approved Stormwater Management Plan and Report; and commit (as a condition of approval) to carry out the recommendations and any necessary mitigation to the satisfaction of appropriate Ministry and Norfolk County.
18. AND FURTHER THAT prior to final plan approval, the Owner shall complete or participate in a revised Area Traffic Study as required by the MTO; and carry out or financially contribute to the recommendations and any necessary mitigation to the satisfaction of the appropriate Ministry and Norfolk County.

### **LAND TRANSFERS, RESERVES AND EASEMENTS**

19. AND FURTHER THAT prior to final plan approval, the Owner shall complete or participate in a revised required Area Traffic Study as required by the MTO; and carry out or financially contribute to the recommendations and any necessary mitigation attributed (in whole or in part) to the subdivision, to the satisfaction of the MTO and Norfolk County.
20. AND FURTHER THAT at the time of registration, all transfers, reserves, easements and agreements shall be granted to Norfolk County, and the appropriate utilities and authorities to the satisfaction of the Agreement Administrator. Additional transfers, reserves and easements may be required subject to final servicing decisions. In the event of any conflict with existing facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements and in cooperation of the respective owners.
21. AND FURTHER THAT the Owner shall ensure all road allowances be constructed and dedicated as public highways on the final plan to the satisfaction of the Agreement Administrator.
22. AND FURTHER THAT the Owner shall fulfill the following conveyances, at the expense of the Owner and free from all encumbrances, to the satisfaction of the Agreement Administrator.
  - a. Block 1 Stormwater Management Facilities
  - b. Block 2 Park transferred as part of registration of Phase 1. Block 62 transferred as part of registration of Phase 4.
  - c. Part of Block 3 Servicing Easement
  - d. Block 43-61 as 0.3 meter Exterior Side Yard Reserve Block
  - e. Block 42 Future Right of Way

### **PARKLAND, TREE PLANTING, TRAILS AND WALKWAYS**

23. AND FURTHER THAT the Owner provides parkland dedication to Norfolk County in accordance with the provisions of the *Planning Act, R.S.O. 1990, c.P.13*, as amended, and By-Law 2016-126 to the satisfaction of Norfolk County Community Development Division

24. AND FURTHER THAT the Owner shall prepare and implement a Landscape Plan and Tree Planting Plan which includes at a minimum one tree per lot/unit and includes tree planting along the frontages to County roadways, prepared to the satisfaction of Norfolk County Community and Emergency Services.
25. AND FURTHER THAT the Owner provides a payment to Norfolk County, in accordance with Norfolk County's User Fee By-Law, for the planting of 50 mm caliper sized trees, where such trees are proposed to be planted within the County's right of way.
26. AND FURTHER THAT the Owner shall prepare and implement a line of fencing in the following manner:
  - a) 1.8 meter wooden privacy fencing adjacent to all existing residential lots (includes Lot 1, Lots 19-27, Blocks 12,13, 25, 26, 27) and adjacent to future residential units (Entry Feature between Blocks 7 and 8) to the satisfaction of Norfolk County Community Development.
  - b) A 1.5-meter chain link fencing adjacent to all parklands, servicing easement blocks and storm water management facilities (includes Lots 28-38, Block 14, Block 15, Block 23, Block 24, Block 40, Block 41) to the satisfaction of Norfolk County Community Development.
27. AND FURTHER THAT the Owner shall agree to design and construct:
  - a. a 1.5m wide concrete sidewalk along the north side of Dalton Road abutting the development lands, and
  - b. a 1.5m wide concrete sidewalk along the east side of Croton Avenue (from Dalton Road to the unopened road allowance of Crosier Street), and
  - c. a 1.5m wide asphalt path along the south side of the unopened road allowance of Crozier Street (Croton Avenue to Main Street of Delhi Extension), and
  - d. a 1.5m wide temporary asphalt pathway along the east side of the unopened road allowance for Main Street of Delhi and the active section of Main Street of Delhi (Street A to Imperial Street), and
  - e. streetlighting along the sections a, b, c, and noted above.

NOTE: Should condition 51 result in the advancement of the design and construction of any of the roadways noted above, this condition may be set down in favour of condition 51.

28. AND FURTHER THAT the Owner shall agree to design and construct the park consistent with phasing of the development, at no cost to Norfolk County and to the satisfaction of Norfolk County Community Development Division and Parks Operation Division
29. AND FURTHER THAT the Owner shall agree to design and construct a Community Park on Block 2. Details of which are to be approved by the County prior to implementation. The Community Park shall be built as part of the first phase of development on the subject lands and be completed within 12 months of commencing work on the Community Park.

## **FIRE AND EMERGENCY SERVICES**

30. AND FURTHER THAT that Owner shall agree to provide adequate fire protection measures and the installation of fire hydrants, to the satisfaction of the Fire Chief for Norfolk County.
31. AND FURTHER THAT the Owner shall agree that prior to final plan approval and registration of the plan in whole, or in part, that a fire flow testing report with recommendations regarding servicing of the development to achieve adequate water flow rates and pressures in the water mains for fire protection be prepared and implemented to the satisfaction of Development Engineering and the Fire Chief of Norfolk County.
32. AND FURTHER THAT the Owner shall identify temporary turning circles at all dead ends and cul-de-sac on roads to facilitate the safe turnaround of Norfolk County emergency services vehicles, to current design standards and to the satisfaction of Development Engineering and the Fire Chief of Norfolk County.

## **ACCESSIBILITY**

33. AND FURTHER THAT that Owner shall agree to provide sidewalks that are equipped with curb cuts and tactical walking surface indicators at all curb ramp pedestrian crossings to the satisfaction of Norfolk County.

## **DEVELOPMENT ENGINEERING**

34. AND FURHTER THAT A total allocation of 441m<sup>3</sup>/day for water and 152m<sup>3</sup>/day for wastewater shall be conditionally allocated to the Draft Approved lands and phased out to as follows:
  - i. Phase 1 which must be registered by May 1, 2026 (12 months) and substantively built by May 1, 2028,
  - ii. Phase 2 which must be registered by May 1, 2028 and substantively built by May 1, 2030,
  - iii. Phase 3 which must be registered by May 1, 2030 and substantively built by May 1, 2032,
  - iv. Phase 4 which must be registered by May 1, 2032.

Substantively built is defined as 85% occupied by new residents. The County reserves the sole an unfettered right to extend allocation should circumstances warrant or to allow the conditional allocation (or remaining uncommitted conditional allocation) to expire and not be committed to any Phase agreement should the registration and substantial build dates set out above not be achieved.

35. AND FURTHER THAT the Owner shall agree to prepare engineering design drawings, including, but not limited to general plan of services, grading, drainage, sediment and erosion control, plan and profile design drawings, to the satisfaction of Norfolk County, as may be required for the subject lands in accordance with the most recent Norfolk County Design Criteria and the recommendations of the studies, reports and assessments.

36. AND FURTHER THAT the Owner shall obtain any required Ministry approvals for the works approved by Norfolk County, and the Owner shall construct the works as approved by Norfolk County. The Owner shall enter into an agreement with Norfolk County regarding the construction of the works, the provision of financial security for the works, and the release of such securities and acceptance and assumption of all of the works.
37. AND FURTHER THAT the Owner shall agree, prior to final plan approval, to complete the engineering design of the water, wastewater and transportation infrastructure on external works to the satisfaction of Norfolk County. In addition, the Owner shall construct the accepted works required by this development, to the satisfaction of the Norfolk County
38. AND FURTHER THAT the Owner shall agree to obtain a road occupancy permit from Norfolk County prior to the commencement of any servicing or other works within any County Road right-of-way
39. AND FURTHER THAT the Owner shall agree, prior to the installation of any site servicing, to complete all required information and forms as identified in Norfolk County's Consolidate Linear Infrastructure Environmental Compliance Approval (CLI-ECA) transfer of review relating to the municipal water, sanitary and storm systems for the whole development or phase thereof.
40. AND FURTHER THAT the Owner shall agree and acknowledges that all requirements of the Class EA are to be completed in order to qualify for exemption from the Class EA process.
41. AND FURTHER THAT the Owner is to adhere to Ontario Soil Regulation O.Reg. 406/19. For inbound fill on lands to be conveyed to the County, the Owner is obliged to ensure that all fill placed on these lands is suitable for the type of land use in which the land is being conveyed to the County (Roads, Park, SWM). The Owner shall undertake the required testing and remediation (if necessary) to ensure the lands/soils are suitable for their intended use (ie. residential development) and that the lands will remain suitable if/when fill material is brought to the site.
42. AND FURTHER THAT the Owner shall agree to carry out or cause to be carried out a well monitoring program to monitor water levels during construction of the development.
43. AND FURTHER THAT the Owner shall provide Norfolk County with a copy of the LPRCA permit for the proposed storm water outlet to the natural tributary to Big Creek at the north-west limit of Croton Road, prior to construction of the proposed storm water management system. The Owner shall further confirm written acceptance by the Owner of 113 Croton Avenue of the placement of an upgraded storm water pipe and outfall within their landholdings and if necessary secure an easement for same in the name of Norfolk County. If required, in lieu of an easement the owner may seek to secure the necessary approval through the Drainage Act.
44. AND FURTHER that the Owner shall construct the SWM pond according to the approved plans. The Owner shall provide the County with an Operational and Maintenance Manual for the pond prior to assumption. The Owner shall further monitor the storm water management pond during the development process and action any necessary cleaning if/when required to ensure the pond operates as designed, This period of monitoring shall extend to 2 years post full build out of the subdivision, following which assumption of the pond may be requested. If necessary, the pond shall be cleaned out prior to assumption.

45. AND FURTHER THAT the Owner shall agree that during construction of the development, the stormwater management facilities and access road, that all maintenance activities will be the responsibility of the Owner. Erosion and sediment control for the construction of the stormwater management facilities shall be in accordance with the engineering drawings that have been accepted by Norfolk County.
46. AND FURTHER THAT the Owner shall agree that the Storm Water Management pond shall be built according to the approved plans. Owner shall provide the County with an Operational and Maintenance Manual for the pond prior to assumption. The Owner shall further monitor the storm water management pond during the development process and action any necessary cleaning if/when require to ensure the pond operates as designed, This period of monitoring shall extend to 2 years post full build out of the subdivision, following which assumption of the pond may be requested. If necessary the pond shall be cleaned out prior to assumption.
47. AND FURTHER THAT the Owner shall agree that they will be responsible for the clean out of the sediment forebay which will involve removing all sediment and returning the forebay to its original design condition in conformance with the Ministry's Environmental Compliance Approval. Removal of the sediment is subject to the requirements of the *Environmental Assessment Act, R.S.O. 1990, c. E. 18*.
48. AND FURTHER THAT the Owner acknowledges and shall comply with the recommendations and procedures outlined in "Guidelines on surface runoff due to Erosion and Sediment Control for Urban Construction Site" (OMNR 1987).
49. AND FURHTHER that Owner agrees to design and construct and upgraded storm water pond and/or storm sewer pipe within Croton Avenue from Crozier Street to the outfall to accommodate the urbanization of and storm sewer servicing for Main Street of Delhi (First Ave to Crozier Street), Crozier Street (Main Street o Delhi to Croton Avenue and Croton Avenue (Dalton Road to its north limit) and Dalton Road (as appropriate based on topography and current storm water contribution).
50. AND FURTHER that the Owner is required to design, construct and provide sidewalks and streetlighting as set out in condition 27 or as may be constructed per condition 52.
51. AND FUTHER that the Owner supports the consideration and inclusion of the following roads as part of the Norfolk County Development Charges Bylaw update planned for 2024. The Owner further acknowledges and accepts that should the following roads be included in the County's Development Charges Bylaw, that one of more of these roads will be designed and constructed by the Owner as a condition contained within the appropriate phasing agreement for the subject lands; these roads being:
  - a) the Main Street of Delhi and its extension (Imperial Street to Street A),
  - b) Crozier Street (Street A to Croton Road)
  - c) Croton Road (Dalton Road to Crozier Street)
  - d) Dalton Road (Croton Road to James Steet)

Should any/or all of the above roads be included in the County DC Bylaw, the Owner accepts that they made be directed to proceed with the design and construction of any or all of the above roads and that DC credits on the DC eligible transportation component of the DC charge may be issued for their



construction (credits applied against building permits at time of application) AND/OR the Owner shall be reimbursed for the DC eligible component of these works no later than the year in which the final assumption of the entire subject property (all phases) is completed.

NOTE: Should condition 51 be directed into action, condition 27 (or portions thereof) may be set down.

52. AND FURTHER THAT the Owner shall agree that Crosier Street be constructed to full urban standards to connect with the existing Croton Ave to the satisfaction of Norfolk County.
53. AND FURTHER THAT the Future ROW between Lots 7 and 8, known as Block 45 on the Draft Plan be dedicated to Norfolk County.
54. AND FURTHER THAT the Owner shall agree within each phase of the development, that any road that is not a through street at the completion of the phase will be terminated as a temporary turning circle in accordance with Norfolk County Design Criteria, to the satisfaction of Norfolk County.
55. AND FURTHER THAT the Owner agrees to install internal and external sidewalks to the satisfaction of Norfolk County.
56. AND FURTHER that the Owner ensure all construction access during the development of the lands shall be from Dalton Road. The Owner will be required to monitor roadway conditions throughout the development of the lands and address safety issues to users. The Owner will be required to fully repave (based and top) Dalton Road from Highway 3 to the westerly access connection to Dalton Road from the development site as part of the final phase of the development of the subject lands.
57. AND FURTHER THAT the Owner will be required to provide a construction access and management plan setting out how they will address issues of noise, mud tracking and dust management and to provide a 24/7 contact number for staff to access a responsible party whom has the authority to respond and resolve issues that may arise on these matters.
58. AND FURTHER THAT the Owner shall agree to prepare engineering as-constructed drawings, to the satisfaction of Norfolk County in accordance with the most recent Norfolk County Design Criteria.

## **BUILDING**

59. AND FURTHER THAT the Owner shall prepare and ensure that a comprehensive erosion and sediment control plan is in place and that fencing or other suitable barriers have been installed prior to site alteration and initiating of any grading or construction to prevent the unauthorized dumping of fill and to minimize erosion. The fencing or other suitable barriers should be kept in place until all grading and construction on lands and roadways have been completed.
60. AND FURTHER THAT the Owner shall ensure that the recommendations of the Geotechnical Investigation Report to the satisfaction of the Norfolk County's Chief Building Official.

## **PLANNING**

61. AND FURTHER THAT the Owner shall provide documentation that the proposed lots and units are in conformity with the provisions and requirements of Zoning By-Law 1-Z-2014, as amended, and certified by an Ontario Land Surveyor.
62. AND FURTHER THAT the Owner shall agree that prior to offering any of the residential lots for purchase, to place a "Display Map" where possible, in a place visible to the public, which indicates the accepted location of all: sidewalks, trails, walkways, parks, schools, commercial lands, open space areas, environmental protection areas, watercourses, stormwater management facilities, community mailboxes, and surrounding land uses and to provide Norfolk County Planning with an electronic version of said map. The map must be in conformance with our current by-law to regulate Awnings, Canopies, Signs and Other Advertising Devices within Norfolk County.
63. AND FURTHER THAT the Owner shall receive approval from Norfolk County Geographic Information Systems for any street name and subsequent civic addressing included within the development.
64. AND FURTHER THAT the Owner agrees to satisfy all requirements, financial, and otherwise, of Norfolk County concerning installation, upgrading, maintenance, provision and dedication of roads, sidewalks, municipal water, sanitary sewer services including a sewage pumping station, utilities, stormwater facilities, street lighting, fencing, fire hydrants, etc. relating to the development.
65. AND FURTHER THAT the Owner agrees to ensure payment of municipal taxes, development charges and any applicable capital charges.
66. AND FURTHER THAT the Owner shall agree to install a 1.5m wide concrete sidewalk through Block 62 to connect Street "E" with the exterior roads in Phase 4.
67. AND FURTHER THAT the Owner agrees to provide a landscape plan for both the parklands and storm water management blocks and agrees to implement the plan including all earthwork, topsoil, seeding, plantings, entry features (Block 62), walkways and fencing to the satisfaction of the satisfaction of Norfolk County.

## **LONG POINT REGION CONSERVATION AUTHORITY**

68. AND FURTHER THAT the Owner shall agree to design and construct a legal and adequate Stormwater outlet as appropriate at the Owner's expense to the satisfaction of Norfolk County Development Engineering.
69. AND FURTHER THAT prior to final plan approval, the Owner shall complete, submit and carry out the recommendations and any necessary mitigation to the satisfaction of the Long Point Region Conservation Authority from the following reports and plans:
  - a. A detailed Stormwater Management Plan and report including:
    - i. Design of the facility and report;
    - ii. Legal and adequate outlet for stormwater;

- b. A detailed Erosion Control Plan;
  - c. A detailed Grading Plan;
70. AND FURTHER THAT the Owner shall, prior to any site alteration, apply for any permits required under the *Conservation Authorities Act, R.S.O. 1990, c. C.27*, shall be obtained from the Long Point Region Conservation Authority.

## UTILITIES

71. AND FURTHER THAT the Owner shall contact and enter into an agreement with the appropriate service providers for the installation of utility services for the Lands.
72. AND FURTHER THAT the developer shall consult with Canada Post to determine a suitable temporary and/or permanent location for the community mailboxes, concrete base pads, walkways and curb depressions and to identify these structures on the General Plan of All Services.
73. AND FURTHER THAT the Owner shall provide a letter to the Agreement Administrator from Canada Post indicating their requirements have been satisfied.
74. AND FURTHER THAT Prior to HONI providing its final approval, the developer must make arrangements satisfactory to HONI for lot grading and drainage. Digital PDF copies of the lot grading and drainage plans (true scale), showing existing and proposed final grades, must be submitted to HONI for review and approval. The drawings must identify the *abutting transmission station* on the *site plan*. Drainage must be controlled and directed away from the *abutting transmission station*.
75. AND FURTHER THAT Any development in conjunction with the site plan must not block vehicular access to any HONI facilities located on the *abutting transmission station*. During construction, there must be no storage of materials or mounding of earth, snow or other debris on / *along* the *abutting transmission station*.
76. AND FURTHER THAT At the developer's expense, temporary fencing must be placed along the *abutting transmission station* prior to construction, and permanent fencing must be erected along the common property line after construction is completed.
77. AND FURTHER THAT The costs of any relocations or revisions to HONI facilities which are necessary to accommodate this site plan will be borne by the developer. The developer will be responsible for restoration of any damage to the *abutting transmission station* or HONI facilities thereon resulting from construction of the site plan.
78. AND FURTHER THAT HONI requires the following be conveyed to the developer as a precaution: The *abutting transmission station* operate at either 500,000, 230,000 or 115,000 volts. Section 188 of Regulation 213/91 pursuant to the *Occupational Health and Safety Act*, require that no object be brought closer than 6 metres (20 feet) to an energized 500 kV conductor. The distance for 230 kV conductors is 4.5 metres (15 feet), and for 115 kV conductors it is 3 metres (10 feet). It is the developer's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the *Act*. They should also be aware that

the conductors can raise and lower without warning, depending on the electrical demand placed on the line.

79. AND FURTHER THAT The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
80. AND FURTHER THAT The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

## **MINISTRY OF TRANSPORTATION (MTO)**

81. AND FURTHER THAT prior to final approval, the owner(s) to submit to the Ministry of Transportation for review and approval, a copy of a Traffic Impact Study indicating the anticipated traffic volumes and their impact on Highway 3 through the following locations:
  - a. Highway 3 and Dalton Road intersection
82. AND FURTHER THAT The Traffic Impact Study will be prepared in accordance with MTO's Traffic Impact Study Guidelines. The owner's transportation consultant shall be RAQS certified.
83. AND FURTHER THAT prior to final approval, the owner should be aware that any highway improvements identified from our review and analysis of the Traffic Impact Study will be the responsibility, (financially and otherwise) of the owner. A Legal Agreement will be required to be entered into between the owner and MTO, whereby the owner agrees to assume financial responsibility for the design and construction of all necessary associated highway improvements.
84. AND FURTHER THAT prior to final approval, the owner shall submit a stormwater management report along with grading/drainage plans for the proposed development for review and approval.
85. AND FURTHER THAT Prior to final approval, the owner shall submit to the Ministry of Transportation for review and approval a draft copy of the M-Plan for this subdivision.
86. AND FURTHER THAT prior to final approval, the owners shall provide the Ministry of Transportation for review and approval, the Conditions of Draft Plan Approval and Draft Subdivision Agreement to ensure our requirements have been incorporated.

## **OFFERS OF PURCHASE AND SALE AGREEMENTS**

87. AND FURTHER THAT the Owner shall agree to include a clause within the Agreement that all Offers of Purchase and Sale Agreements for lots and/or units 1 to 19 and Block 12 and Block 13 will include a warning clause to prospective purchasers of lots adjacent to employment or industrial uses advising of the potential of odour and noise.
88. AND FURTHER THAT the Owner shall agree to include a clause within the Agreement that all Offers of Purchase and Sale Agreements for all lots and/or units will include a clause advising prospective

purchasers that lot grading shall be maintained according to the Master Grading Plan and alterations shall require approval Norfolk County's Chief Building Official Division.

89. AND FURTHER THAT That the Owner/Developer must agree in the Development Agreement to notify all purchasers of residential units and/or renters of same, by inserting the following clauses in all offers of Purchase and Sale/Lease:

- i. "Despite the best efforts of the Grand Erie District School Board (GEDSB), accommodation in nearby facilities may not be available for all anticipated students. You are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside the area, and further, that students may, in future, be transferred to another school."*

### **FINAL PLAN APPROVAL**

90. AND FURTHER THAT the Owner agrees that the final plans will be preapproved by Registry Office and the Agreement Administrator prior to execution and deposit.

91. AND FURTHER THAT the Owner agrees to enter into an Agreement, and any subsequent amending or supplementary Agreements thereto, and that the Agreements shall be registered on title to the subject lands, all at the Owner's expense.

92. AND FURTHER THAT the Owner agrees to postpone any charges and/or mortgages to the County's Agreement, and that the Postponement of Interest shall be registered on title to the subject lands, all at the Owner's expense.

93. AND FURTHER THAT the Owner agrees that prior to final plan approval; the Agreement Administrator is to be advised in writing how all conditions have been met with the submission of a comprehensive package that includes written approvals written acceptances, final reports and documentation to detail how each condition has been satisfied.

94. AND FURTHER THAT the Owner shall advise in writing how conditions 1 to 93 have been satisfied at least twenty one (21) days prior to the final plan approval of the development.

95. AND FURTHER THAT the Owner agrees that if there are violations of any draft plan conditions of approval for the development that the draft plan approval becomes null and void.

### **NOTES TO DRAFT PLAN APPROVAL**

That an application for draft plan of approval expiry date extension could result in a review of the draft plan and conditions of approval which may result in a redline development application requirement.

That the development must be in compliance with Norfolk County's Design Criteria, as amended from time to time.

That all development approvals provided can be superseded with the introduction of new design standards, technical requirements, policy guidelines, legislation and regulations. If a proposal does not meet the minimum design standards, technical requirements, policy guidelines, legislation and regulations in force and effect, a

redline revision to the draft plan and additions, removal or modifications to these draft plan conditions may be required.