

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 28TPL2021323.
2. THAT this approval applies to the proposed draft plan of subdivision located at Plan 14B Station Grounds, RP 37R7071 Part 1, Rural Area of Middleton, known Municipally as 19 North Street, Courtland Norfolk County, prepared by J H Cahoon Engineering Limited. On behalf of 214 Carson Co , which includes the following:
 - a. 12 Semi Detached Residential Lots (Lots1 to 12)
 - b. Road Widening (Block 13)
3. AND FURTHER THAT draft plan of subdivision approval will expire on, **November 19th, 2027**, after which 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 Owners' responsibility to contact Norfolk County Planning if an extension of draft plan approval is required thirty (30 days) prior to the expiry date.
4. 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.
5. AND FURTHER THAT the following conditions apply to the development.

STUDIES, REPORTS AND ASSESSMENTS

6. 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.
7. AND FURTHER THAT prior to final plan approval, the Owner shall complete the required Environmental Assessments for water and wastewater works to carry out the recommendations and any necessary mitigation to the satisfaction of the approval authority and Norfolk County.

8. AND FURTHER THAT prior to final plan approval, the Owner shall complete the required Functional Servicing Report; carry out the recommendations and any necessary mitigation to the satisfaction of Norfolk County.
9. AND FURTHER THAT prior to final plan approval, the Owner shall complete the required Geotechnical Investigation Report; carry out the recommendations and any necessary mitigation to the satisfaction of Norfolk County's Chief Building Official.
10. AND FURTHER THAT prior to final plan approval, the Owner shall complete the required comprehensive Stormwater Management Plan and Report; carry out the recommendations and any necessary mitigation to the satisfaction of appropriate Ministry and Norfolk County.
11. AND FURTHER THAT prior to final plan approval, the Owner shall complete the required Traffic Study; carry out the recommendations and any necessary mitigation to the satisfaction of the appropriate Ministry and Norfolk County.
12. AND FURTHER THAT any study, report and assessment be peer reviewed by qualified professionals at the discretion of Norfolk County Planning.
13. 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.
14. AND FURTHER THAT the Owner shall provide to the Norfolk County a water distribution system model demonstrating that there is adequate water supply and pressure for potable water to accommodate the development.
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 to accommodate the development, to the satisfaction of the Norfolk County.

LAND TRANSFERS, RESERVES AND EASEMENTS

16. AND FURTHER THAT the Owner shall provide a draft reference plan showing all transfers, temporary reserves, exterior side yard reserves, reserves and easements to the Agreement Administrator for acceptance.
17. 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.
18. 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.
19. 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. Convey Block 13 Side walk plus road allowance

PARKLAND, TREE PLANTING, TRAILS AND WALKWAYS

20. AND FURTHER THAT the Owner provides cash in lieu of parkland 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 and Emergency Services.
21. 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.
22. 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.
23. AND FURTHER THAT the Owner shall, at its own expense, complete a line of chain link fencing (1.8m) along the rear of the lots, east side interior lot line of lot 12 to the satisfaction of Norfolk County Planning Department.

FIRE AND EMERGENCY SERVICES

24. 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.
25. 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.

ACCESSIBILITY

26. 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

27. AND FURHTER THAT the Owner (as set out the supporting Draft Functional Servicing Report supporting) is required to adhere to the requirements of the Municipal Drainage Act in advancing the proposal to modify the municipal drain servicing the subject and external lands. The applicant will be solely responsible for all costs (including the County retention of a Drainage Engineer, any necessary assessment/re-assessments, design work, construction, easement securement, etc) associated with the proposed drain modifications needed to accommodate the proposed development. Any and all upgrades of existing pipes will be at the cost of the applicant without any attribution of betterment being assigned to existing assessed parties

within the drain. The Municipal Drain Act will guide the process for these modifications and the Engineers Report will note the final proposed modifications must be completed by the applicant prior to any works being undertaken on the lands. The Owner accepts that they have been advised and informed that matters pertaining to the adjustment of Municipal Drains are guided by the Municipal Drainage Act and can take sometime to complete – hence the proposed modifications to the proposed Municipal Drain must progress to the point of an approved design, capital cost assessment and proposed revised maintenance assessment schedule such that the cost of the proposed Municipal Drain modification works can financially secured for within the Subdivision Agreement and further committed to as an undertaking by the Owner within that same agreement.

28. AND FURTHER THAT the Owner agrees to prepare and submit a construction access and construction management plan (herein referred to a CAMP) for the proposed development. The submission shall identify which roads will be used for accessing the lands during construction (inclusive of pre-construction photos), how access routes will be maintained throughout the course of construction, how dust, mud-tracking, noise and nuisance will be monitored and mitigated during construction and identification of a responsible site superintendent whom, will be available 24/7 for calls/inquires on matters related to the construction process. The County will review and as appropriate accept the CAMP, which thereafter the Owner agrees to adhere to throughout the course of construction for this development.
29. AND FURTHER THAT the Owner agrees to offer to the abutting landowners the undertaking of pre-condition survey by a qualified professional, of the existing home/structure PRIOR to construction works advancing on the lands as a means of documenting pre-construction conditions, which may serve to defend or substantiate claims of damage from abutting landowners should such claims arise.
30. AND FURTHER THAT the Owner agrees to offer to undertake the assessment and monitoring of any private potable well water within 150m of the development site PRIOR to and DURING construction works for those lands that rely on such a well as their sole source of potable water supply. The assessment and monitoring shall be used to substantiate or defend and claims for harmful disruption to this water supply related to the development of the subject lands, and FURTHER the Owner agrees to remedy such claims should the harmful disruption be proven to be related or attributed to the proposed development works.
31. AND FURHTER THAT the Owner agrees to undertake and complete **a Hydrogeological Study and submit same as part of the first Engineering Submission to confirm the type of septic system and drainage field necessary which will affirm or refute the proposed lot sizing**. This hydrogeological study shall (amongst other items) adhere to MECP Procedure D-5-4 "Technical Guideline For Individual On-Site Sewage Systems: Water Quality Impact Risk Assessment". It is noted that other hydrogeological studies in the Courtland area have determined that tertiary septic treatment is required in order to address the issue of nitrate loading. It is foreseeable that tertiary septic treatment will be required here and may be challenged by the current size of the proposed lots in the Draft Plan and hence a redline revision may be required.
32. AND FURHTER THAT the Owner agrees to undertake and complete a submit a Hydrogeological Study as par of the first Engineering submission to support the proposed use of soak away pit as the conceptual s design currently conflicts with the groundwater table and hence its effectiveness need to be analyzed through the detailed engineering design stage. The Hydrogeological Study will also need to address the issue of proximity of the proposed storm water soak away pits and the proposed leachate field of the

proposed septic systems. The design will need to address the appropriate separation (through building code compliance) of these two systems in order to prevent leachate infiltration into the soak away pits.

33. AND FURTHER THAT the Owner accepts that Norfolk County is not accepting of the submitted copy of the Norfolk accreditation for Superior Tanker Shuttle Service for Fire Stations 1 through 11 in Norfolk County, to address the matter of necessary municipal water service fire flows for this development, AND THAT the Owner agrees to undertake the necessary engineering design and upgrades to the municipal water supply system in order to attain the necessary fire flows from the municipal water system OR, if necessary, modify the form of development (single detached in lieu of semi detached) in order to ensure the development form aligns with the available/attainable fire flow from the municipal water system.
34. AND FURTHER THAT the Owner agrees that due to the presence of groundwater within one meter of the surface elevation, the proposed housing will be (as per the Geotechnical Engineers recommendations) be slab-on-grade construction with no foundation drain sump-pumps.
35. AND FURTHER THAT the Owner shall agree, prior to final plan approval, to confirm that water capacity for consumption and fire demand remains available for the development proposed within this draft plan of subdivision/condominium or any phase thereof.
36. AND FURTHER THAT the Owner agrees, prior to final plan approval, to complete the engineering design and to secure the County approval of same for any necessary upgrades, replacements, and/or extensions to water, stormwater, and transportation infrastructure, hereinafter referred to as the approved external works. Furthermore, the Owner agrees to construct and maintain, until accepted, the approved external works in accordance with the approved plans. This obligation will be set out as a condition within the final approved Subdivision Agreement.
37. AND FURTHER THAT the Owner understands and accepts that Norfolk County is under no obligation to provide final plan approval for this development until it has been determined if servicing can be committed. The application for draft plan of approval expiry date extension does not guarantee commitment by Norfolk County to extend of water servicing allocations for the development. Consideration of draft plan extensions are subject to any servicing allocation policies and procedures.
38. AND FURTHER THAT the Owner shall agree, prior to final plan approval, to finally secure for and commit to the construction of an necessary water and transportation infrastructure to the satisfaction of Norfolk County. These commitments and financial securities conditions in the Subdivision Agreement.
39. 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.
40. AND FURTHER THAT the Owner shall agree, prior to any site alteration, to provide a copy of the Environmental Compliance Approval from the appropriate Ministry relating to the municipal water and storm systems for the whole development or phase thereof.
41. AND FURTHER THAT the owner shall agree to make application and receive approval from the county under the MECP Consolidated Linear Infrastructure ECA process for the proposed water, and stormwater distribution/management system, and/or the Drainage Act in the case of modifications to the area Municipal Drain.

42. AND FURTHER THAT the Owner understands and accepts that Norfolk County is under no obligation to provide final plan approval for this development until water capacity at the Delhi Water Treatment facility is available and allocated to this development.
43. AND FURTHER THAT the Owner shall agree to prepare engineering design drawings, including, but not limited to the 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. In addition, the Owner shall further agree at the Owners expense, to financially secure for and construct the accepted works, to the satisfaction of Norfolk County.
44. AND FURTHER THAT the Owner shall complete a Water Balance Study for the proposed development lands and to carry out the recommendations and any necessary mitigation to ensure Water Balance objective area met the satisfaction of Norfolk County.
45. AND FURTHER THAT the Owner shall agree that prior to the assumption of the stormwater management infrastructure by Norfolk County it is the Owner's responsibility to provide as-built construction drawings of the municipal infrastructure.
46. 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" (2006).
47. AND FURTHER THAT the Owner shall formally request the municipality to improve the existing Municipal Drain under the authority of Section 78 of the Municipal Drainage Act AND that the Owner agrees to pay all costs related to the hiring a qualified drainage engineer to complete the necessary design (supportive of the proposed development plan), updates to the Municipal Drain Assessment maintenance schedule (Section 76 of the Municipal Drainage Act) and inspection/confirmation that the constructing is completed per the approved plans. The Owner may be permitted to tender, contract and complete the physical construction of the approved modifications with he requirement that the appointed Drainage Engineer oversees the construction works.
48. AND FURTHER THAT the Owner shall agree to pay all costs related to Norfolk County for the formulation of a mutual agreement drain, any necessary inspection or for establishing a tile locate of any municipal/mutual agreement drain.
49. AND FURTHER THAT the Owner shall agree to design, financially secure for and construct upgrades to urban standards, the abutting municipal road, namely North Street, including asphalt removal and construction/reinstatement (to a consistent pavement width of 7.5m) as accepted by Norfolk County. Urbanization shall include new concrete barrier curbs, sodded boulevards, drainage inlets and a 1.5m wide concrete municipal sidewalk.
50. AND FURTHER THAT the Owner shall agree that best efforts will be made to not disturb or disrupt existing residents and businesses. In addition, the Owner shall also agree to undertake works and pay all costs related to the restoration of any roads related to any damage that might occur from construction traffic.
51. AND FURTHER THAT the Owner shall agree to install sidewalks along the lots abutting North Street to the satisfaction of Norfolk County.

52. AND FURTHER THAT the Owner shall agree to prepare and submit to the County for review and acceptance, engineering as-constructed drawings, prior to assumption, to the satisfaction of Norfolk County in accordance with the most recent Norfolk County Design Criteria.

BUILDING

53. 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.
54. AND FURTHER THAT the recommendation in the geotechnical investigation completed by Englobe in January 2022, file number 04-02110318.0100-GS-R-0001-00 are to be included in the foundation and septic system design of the proposed units.

PLANNING

55. 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.
56. AND FURTHER THAT the Owner agrees that where a holding ("H") symbol appears on the zoning schedule, that Norfolk County shall only consider removal of the "H" symbol upon the registration of a Development Agreement including the inclusion of CN Rail conditions in the Development Agreement which shall be removed subject to the confirmation of decommissioning of the rail line to the satisfaction of the General Manager of Community Development (or designate) and the implementation of CN requirements (if applicable) before a building permit.
57. 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.
58. 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.
59. AND FURTHER THAT the Owner agrees to ensure payment of municipal taxes, development charges and any applicable capital charges.

CN Rail

In the event that Condition 56 is not fulfilled, the following conditions (60-69) apply:

60. Safety setback of principal buildings from the railway rights-of-way to be a minimum of 30 metres in conjunction with a safety berm. The safety berm shall be adjoining and parallel to the railway rights-of-

way with returns at the ends, 2.5 metres above grade at the property line, with side slopes not steeper than 2.5 to 1.

61. If the minimum safety setback can not be respected, a crash wall must be integrated into the site design. Please note that CN requires third party peer review by AECOM of the crash wall design, at the proponent's expense. The design of the crash wall should be following AECOM standards for crash wall.
62. Ground-borne vibration transmission to be evaluated in a report through site testing to determine if dwellings within 75 metres of the railway rights-of-way will be impacted by vibration conditions in excess of 0.14 mm/sec RMS between 4 Hz and 200 Hz. The monitoring system should be capable of measuring frequencies between 4 Hz and 200 Hz, ± 3 dB with an RMS averaging time constant of 1 second. If in excess, isolation measures will be required to ensure living areas do not exceed 0.14 mm/sec RMS on and above the first floor of the dwelling.
63. The Owner shall engage a consultant to undertake an analysis of noise. Subject to the review of the noise report, the Railway may consider other measures recommended by an approved Noise Consultant.
64. The Owner shall install and maintain a chain link fence of minimum 1.83 metre height along the mutual property line (rear lot line).
65. The following clause should be inserted in all development agreements, offers to purchase, and agreements of Purchase and Sale or Lease of each dwelling unit within 300m of the railway right-of-way:

"Warning: Canadian National Railway Company or its assigns or successors in interest has or have a right-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). CNR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way."
66. The storm water management facility must be designed to control storm water runoff to pre-development conditions including the duration and volume of the flow and accordingly have no impacts on CN right of way, including ditches, culverts and tracks. Any proposed alterations to the existing drainage pattern affecting railway property must receive prior concurrence from CNR and be substantiated by a drainage report to the satisfaction of the Railway.
67. The Owner shall through restrictive covenants to be registered on title and all agreements of purchase and sale or lease provide notice to the public that the safety berm, fencing and vibration isolation measures implemented are not to be tampered with or altered and further that the Owner shall have sole responsibility for and shall maintain these measures to the satisfaction of CN.
68. The Owner shall enter into an Agreement with CN stipulating how CN's concerns will be resolved and will pay CN's reasonable costs in preparing and negotiating the agreement.
69. The Owner shall be required to grant CN an environmental easement for operational noise and vibration emissions, registered against the subject property in favour of CN.

CN anticipates the opportunity to review a noise and vibration study and a storm water management report taking into consideration CN development guidelines.

UTILITIES

70. AND FURTHER THAT the Owner shall consider locating locate all utilities (telephone lines, local power, other cable services) underground and is encouraged to explore the provision of fibre optic cable or enhanced telecommunication technologies.
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 Owner shall to provide a suitable location for a temporary community mailbox until curbs, sidewalks and final grading are completed at the permanent community mail box locations.
73. AND FURTHER THAT the developer will 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.
74. AND FURTHER THAT the Owner shall provide a letter to the Agreement Administrator from Canada Post indicating their requirements have been satisfied.

OFFERS OF PURCHASE AND SALE AGREEMENTS

75. AND FURTHER THAT the Owner shall agree to include a clause within the Agreement that all Offers of Purchase and Sale Agreements for lots 1 to 12 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.
76. AND FURTHER THAT the Owner agrees to include a warning clause in the purchase and sales agreement to prospective owners that the subdivision is adjacent to industrial lands and may be subject to dust, odour and noise.

FINAL PLAN APPROVAL

77. 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.
78. 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.
79. 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.

80. 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.
81. AND FURTHER THAT the Owner shall advise in writing how conditions 1 to 80 have been satisfied at least twenty one (21) days prior to the final plan approval of the development.
82. 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.