

Plan of Subdivision File No. 42T-2022-08 has been granted draft approval. The County's conditions of final approval for registration of this draft plan of subdivision are as follows:

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### **General Requirements**

1. That the final plan shall conform to the Draft Plan of Subdivision File No. 42T-2022-08 prepared by MHBC Planning and surveyed by Schaeffer Dzaldov Bennett Ltd. dated August 18, 2022, and revised on April 11, 2024, showing:
  - a) 292 single detached lots (Lots 1 to 292)
  - b) 24 semi-detached lots (Lots 293 to 304)
  - c) 75 townhouse units located within Blocks 305 to 320
  - d) 1 block for future lots (Block 321)
  - e) 1 block for a potential infiltration gallery or 5 future lots (Block 322)
  - f) School block (Block 323)
  - g) Park block (Block 324)
  - h) Stormwater block (Block 325)
  - i) Walkway/trail blocks (Blocks 326 to 328)
  - j) Drainage/walkaway blocks (Blocks 329 to 333)
  - k) Open space blocks (Blocks 334 and 335)
  - l) Temporary cul-de-sac block (Blocks 336)
  - m) 0.3 metre reserve (Block 337)
  - n) Future right of way block (Block 338)

The legal description of the subject lands is Part of Lots 225 and 226, Concession 2, Southwest of the Toronto Sydenham Road (SWTSR), Township of Southgate, Geographic Township of Proton, County of Grey.

2. The Owner shall enter into and execute a Subdivision Agreement and Service Finance Agreement as necessary, in accordance with these Draft Plan Conditions, prior to final approval and registration of the Plan, to satisfy these conditions and all financial, legal, and engineering matters, including landscaping and the installation of municipal services, and other requirements of the Township of Southgate ("the Township") and the County of Grey ("the County"), as well as any statutory requirements of other government authorities, including the payment of all applicable Township and County development charges in accordance with the applicable Development Charges By-law.
3. That the road allowances included in this Draft Plan shall be shown and dedicated as

public highways to the Township of Southgate.

4. That the streets shall be named, subject to final approval of Township Council, and provided that such new street names are not duplicates of street names or phonetic sounding street names elsewhere in the County of Grey.
5. That any dead ends, daylighting triangles at street intersections and open sides of road allowances created by this Draft Plan shall be terminated in 0.3 metre reserves to be conveyed to, and held in trust, by the Township of Southgate.
6. That the Township provide confirmation that the Proposed Subdivision is zoned appropriately.
7. The Owner shall develop a phasing plan to the satisfaction of the Township. The phasing plan shall address matters including but not limited to the allocation of servicing pursuant to the Southgate Servicing Capacity Allocation & Retention Policy, any necessary temporary works such as turning circles, sidewalk and trail connections, or temporary easements. The phasing plan shall also identify any lots which may be temporarily constrained by development as a result of the phasing. The Subdivision Agreement between the Owner and the Township shall contain provisions satisfactory to the Township to address phasing arrangements acceptable to the Township, including that servicing shall only be allocated to phases which are being registered and for which securities are provided.

#### **Servicing, Grading and Road Requirements**

8. That the Owner agrees in writing to satisfy all the requirements, financial and otherwise, of the Township of Southgate and without limiting the generality of the foregoing, the provision of roads, installation of services, installation of sidewalks and trails and drainage.
9. That such conveyances and easements as may be required by an appropriate authority for municipal servicing, utility or drainage purposes shall be granted to the appropriate authority.
10. The Owner and the Township shall acknowledge in the Subdivision Agreement that sewage and water allocation is not available to service the entire subdivision. Final approval shall only be given to each phase of the development where sanitary and water services are available pursuant to the Southgate Servicing Capacity Allocation & Retention Policy and constructed to the Subdivision or financially secured to the satisfaction of the Township.
11. That prior to the final approval and registration of any phase of the plan, if applicable, the Owner shall request a Provisional Allocation of services and execute a Final Capacity Allocation Agreement pursuant to the Southgate Servicing Capacity Allocation & Retention Policy. Upon execution of the Final Capacity Allocation Agreement the Township shall allocate Municipal Water Capacity and Wastewater Capacity accordingly.
12. Prior to any grading or construction on the site and prior to registration of the plan, the Owners or their agents shall submit the following plans and reports to the satisfaction of the

Grand River Conservation Authority (GRCA) and the Township:

- a) A Final Functional Servicing and Stormwater Management Report in accordance with the 2003 Ministry of Environment Report entitled, "Stormwater Management Practices Planning and Design Manual" and in keeping with the Functional Servicing & Stormwater Management Report (January 2024, C.F. Crozier & Associates) and revisions required to address b) below.
- b) Completion of a feature-based and site water balance completed to the satisfaction of the GRCA and County/Township Engineer and incorporation of any mitigation measures.
- c) Completion of a revised Environmental Impact Study (EIS) demonstrating how GRCA policies 7.1.2 and 8.4.7 (or as amended) have been addressed with respect to Block 338 (Future ROW).
- d) A master grading and drainage plan and associated Stormwater Management report to provide an overall grading and drainage approach for the proposed subdivision which shall be circulated and approved by the Township and Conservation Authority. Prior to issuance of building permit(s) for any individual lot or block for development, the Owner or developer of the lot shall submit a detailed lot grading and drainage plan in compliance with the master grading and drainage plan.
- e) An Erosion and Siltation Control Plan in accordance with the Grand River Conservation Authority's Guidelines for sediment and erosion control, indicating the means whereby erosion will be minimized, and silt maintained on-site throughout all phases of grading and construction.

The submission and approval of a permit under O. Reg. 41/24 from the GRCA prior to any development or alteration activities (including grading) or interference with a wetland within the regulated area.

13. That the Owner as part of the Subdivision Agreement, shall agree in writing acceptable to the Township of Southgate:

- a) To undertake all works according to the plans and reports approved under Conditions 12 noted above.
- b) To maintain all stormwater management, water balance features and erosion and sedimentation control structures in good repair and operating order throughout all phases of construction until Final Acceptance of services has been granted by the Township of Southgate. The Owner is responsible for satisfying all requirements of the Environmental Compliance Approval, the Township and the GRCA until Final Acceptance has been granted.
- c) To investigate any well interference complaints received by the Owner or the

Owner's Agents, Ministry of the Environment, Conservation and Parks (MECP) or the Township, from the start of construction until Final Acceptance of the of the subdivision. The results of each investigation shall be submitted for review to the Township and the MECP within 60 days of the complaint being received. The Owner shall be required to pay for any well interference assessment, completed to the satisfaction of the Township. If determined to be a valid complaint, acceptable well interference mitigation to a complaint may include well deepening and or pump lowering. The owner agrees to reimburse the cost of any mitigation.

- d) To erect a subdivision sign on the property containing the following information:
- i. Identifying all proposed uses within the draft approved plan of subdivision and adjacent uses.
  - ii. Identifying off street parking restriction to be imposed by the Township upon Preliminary Acceptance of the subdivision.
  - iii. Illustrating the location of proposed school, sidewalks, public walkways, trails, parks, fences, and community mailbox locations. With respect to fences, a fence shall be installed at the backs of Lots 1 to 27 and the west side of lot 180 adjacent to the Grey County CP Rail Trail.

14. That the Owner pays the cost of supplying and erecting street name and traffic control signs and any traffic control pavement painting in the subdivision according to applicable municipal or provincial standards to the satisfaction of the Township.

15. That any domestic wells and boreholes identified for the development during hydrogeological or geotechnical investigations within the limits of the draft plan of subdivision be properly abandoned and secured by the Owner, when no longer required, in accordance with the Ministry of Environment, Conservation and Parks Regulations and Guidelines to the satisfaction of the Township.

#### **Utilities and Canada Post**

16. That the Subdivision Agreement between the Owner and the Township shall contain provisions whereby the Owner shall make satisfactory arrangements with the appropriate providers for the provision of permanent and/or temporary private utilities including but not limited to hydro, telephone, natural gas, high speed internet and cable television services to this plan.

17. The Owner shall make satisfactory arrangements with Canada Post and the Township, for the installation of Canada Post Community Mailboxes and shall indicate these locations on the appropriate servicing plans. The Owner shall further provide the following for the Community Mailboxes:

- a) An appropriately sized sidewalk section (concrete pad), per Canada Post standards, to place the mailbox on, plus any required vehicle lay-bys, walkway access and/or curb depressions for wheelchair access.
- b) A suitable temporary Community Mailbox location which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox Site locations to enable Canada Post to

provide mail service to new residences as soon as homes are occupied.

c) Notice to all purchasers of any lot that door to door mail service is not available.

### **Vegetation, Fencing, and Streetscape Requirements**

18. That the Owner prepares and submits a Native Tree Planting and Landscaping Plan for approval by the Township. The plan will specifically provide for additional tree planting in the park and open space areas, as well as the provision of trees for individual lots. A treed buffer is to be planted on the backs of Lots 1 to 27 and the west side of lot 180 adjacent to the CP Rail Trail. These plans will form part of the approved plans in the Subdivision Agreement.
19. That prior any vegetation clearing on-site, the Owner prepares a Tree Inventory and Preservation Plan by a qualified Environmental Consultant, Landscape Architect or Arborist, which identifies existing trees and other vegetation and means of protection, restoration, and enhancement, through appropriate plantings or other measures including edge management, to the satisfaction of the Township and Grey County. The Terms of Reference for this report shall be approved by the Township and Grey County prior to the report being prepared. The Tree Inventory and Preservation Plan shall include amongst other matters:
  - i. Consideration for the Township's Engineering Standards;
  - ii. Special provisions to ensure that the existing vegetation on the periphery and throughout the site be maintained and protected, where feasible, during the development process;
  - iii. Special provisions to ensure that existing vegetation on the adjacent lands be protected during development and construction;
  - iv. That any tree removal be done in accordance with the findings of the Environmental Impact Study; which requires tree removal be limited to a timeline between October 1<sup>st</sup> and March 31<sup>st</sup>. Should any clearing be proposed at any other times of the year, it must only be done in consultation with the Ministry of Environment, Conservation and Parks, and in accordance with the *Migratory Birds Convention Act* and the *Endangered Species Act*.
20. That the Owner agrees that the Tree Inventory and Preservation Plan shall be incorporated into the Subdivision Agreement with the Township. The Subdivision Agreement shall ensure that the Owner shall save and/or remove any trees and vegetation on the subject lands as required by the Tree Inventory and Preservation Plan to the satisfaction of the Township of Southgate.
21. That the Owner shall agree in the Subdivision Agreement that the Recommendations and Mitigation measures identified in the Environmental Impact Statement Update (EIS), dated May 2023, and prepared by SLR Global Environmental Solutions to be implemented to the satisfaction of the Township and Grand River Conservation Authority.

### **Blue Water District School Board (BWDSB)**

22. That the Owner agrees to register the Draft Plan with the agreed upon school site, currently known as School Block 323, on the Draft Plan, dated August 18, 2022, and revised on April 11, 2024, and prepared by MHBC Planning, Urban Design & Landscape Architecture with no less than 8.19 acres (3.315 hectares) in area.

23. The Owner shall agree in the Subdivision Agreement to submit to the Bluewater District School Board (BWDSB) for review and comment, at no cost to BWDSB, the overall subdivision plans/reports and addendums thereto so that BWDSB may review as they relate to School Block 323 and the ability of the site to construct a two to three storey school:

- a) A Geotechnical Report which supports the construction of a typical two to three storey school, including a soils assessment.
- b) A Site Grading and Drainage Plan with a maximum gradient of 5% over less than 20% of the site with an overall grade of 1-3% throughout the remainder of the site.
- c) A Site Servicing Plan showing the following:
  - i. 1 – 100 mm diameter domestic waterline service stud, with curb valves and boxes and/or fire service line as required.
  - ii. 25 – 200mm stub for sanitary sewers.
- d) An Erosion Sediment Control Plan.
- e) A Stormwater Management Plan, including the following:
  - i. A storm sewer connection
  - ii. Stormwater management calculations to include 60% impervious infiltration to allow for a school, portables, and hard surfaces.
  - iii. The provision of soakaway pits.
- f) A Traffic Study, which recognizes elementary school traffic flows, including but not limited to:
  - i. A traffic calming management plan.
  - ii. Pedestrian plan.
  - iii. Location of sidewalks which shall be located on the south side of Street 'A', the south side of Street 'B' and the Bradley Street Extension.
  - iv. Street details/profiles.
  - v. Profile of the street with the traffic flow of a school.
- g) Photometric Plan (streetlighting plan).
- h) Electrical Design Drawings showing a 500kva Hydro connection with a switchgear to the property line.
- i) Archaeological Assessment, including any recommendations and/or mitigation works that will be required to be completed and confirmation that this will not affect the developability of the school block.
- j) Any other supporting documentation that may be relevant or requested by the BWDSB.

24. That the Owner shall agree to submit, at no cost to the BWDSB, written confirmation from the Township of Southgate in the form of a Final Capacity Allocation Agreement pursuant to the Southgate Servicing Capacity Allocation & Retention Policy confirming the following as they relate to a new school facility:

- a) The availability of a satisfactory water supply (both domestic and fire).
  - b) The availability of sewage allocation.
  - c) That School Block 323 stormwater flow calculations have been incorporated into the overall stormwater management design.
25. The BWDSB will provide their reasonable anticipated domestic water demand and fire flows and sanitary sewage flows, as well as the preferred location of services to the property line, to the Owner within 60 days upon receipt of written request from the Owner. The Owner shall incorporate those flows into their detailed engineering design and provide same to BWDSB for their review. The Owner shall agree to install all services in accordance with the approved engineering drawings.
26. The BWDSB will provide their reasonable anticipated electricity demands to the Owner within 60 days upon receipt of written request. The Owner shall incorporate those demands into their electrical design drawings and provide same to the BWDSB for their review. The subdivision electrical design will include specific electrical infrastructure such as switchgear, etc. The BWDSB would request that the switchgear be located on adjacent land, however, not on the school site. The BWDSB will be responsible for transformer locations servicing the site as part of the Site Plan Approval process.
27. The Owner shall supply the BWDSB a certificate and/or written confirmation, from the local natural gas company, confirming an adequate capacity for a new school.
28. The BWDSB will provide their reasonable requirements for phone service infrastructure and Fiber Optic service infrastructure within 60 days upon written request from the Owner. The Owner shall incorporate those into their detailed design and provide the same to BWDSB for their review. The Owner shall agree to install all services in accordance with the approved engineering drawings.
29. The Owner shall agree that there will be no stockpiling of soils on School Location Block 323. Where stockpiling has occurred, the Owner shall remove all excess soils and the lands shall be graded with material suitable for use in supporting the imposed load of buildings and hard surfaces in accordance with the approved subdivision grading plan. A pre and post stockpiling soils test shall be conducted by a qualified engineer and provided to BWDSB.
30. The Owner shall agree to install a chain link fence in accordance with BWDSB standards for School Location Block 323 (School) with the following specifications:
- a) 1.8 metres high.
  - b) 2" x 2" 9ga chain link fabric, hot dip galvanized after weaving. Fabric shall have top and bottom selvedge edges knuckled.
  - c) All posts shall be schedule 40 weight, hot dip galvanized. End, corner and straining posts shall be 89mm O.D, and line posts shall be 50 mm O.D.
  - d) Hot dip galvanized for all components, typical.
  - e) Continuous top rail, 42 mm O.D.

- f) Line post spacing not to exceed 3 metres.
- g) Provide 89mm straining posts at midspan where distance between terminal or corner posts is greater than 100 metres.
- h) Continuous bottom tension wire, wire to be 9ga.
- i) Continuous top and bottom rails at 50 mm and schedule 40 weight.

31. That the Owner covenants and agrees that the following clauses shall be inserted in all Offers of Purchase and Sale or Lease of residential lots and units within the Subdivision provided as follows:

All Offers of Purchase and Sale or Lease shall contain the following clauses:

- *“The construction of a public elementary school on a designated site is not guaranteed. Accommodation within a public school operated by Bluewater District School Board may be accommodated in temporary facilities; including but not limited to accommodation in portable classrooms, a “holding school”, or directing students to an alternative attendance boundary.”*
- *“Student busing is at discretion of the Student Transportation Service Consortium of Grey-Bruce.”*
- *“If school buses are required within the Subdivision in accordance with Board transportation policies, as may be amended from time to time, school bus pick up points will generally be located on through streets at a location as determined by the Student Transportation Service Consortium of Grey-Bruce.”*

All Offers of Purchase and Sale or Lease on lands adjacent to School Block 323 shall contain the following additional clauses:

- *“The purchaser acknowledges and accepts that School Block 323 is a potential future school site and will be operated, maintained and developed as such.”*
- *“The purchaser acknowledges and accepts that noise, dust, and truck traffic are normal circumstances during the construction of a school, and once the school is constructed noise, exterior lighting, portable classrooms, and increased traffic on neighbouring streets during peak A.M. and P.M. hours and during special events are normal operating conditions for a school.”*
- *“Temporary facilities/portables may be placed on the lands in order to accommodate students in excess of the capacity of the school building.”*

32. That the Owner shall agree in the Subdivision Agreement, that prior to registration of the Draft Plan, prepared by MHBC Planning, Urban Design & Landscape Architecture, dated August 18, 2022, last revised April 11, 2024 and as may be amended, the Owner shall enter into an Option Agreement with the BWDSB outlining how the value of the site and timing of purchase will be determined for School Block 323. Alternatively, at the discretion of the BWDSB, the Owner may enter into an Agreement of Purchase and Sale or Lease for School



Block 323.

33. The BWDSB will have an option to purchase the school site at any time specified by the BWDSB within seven (7) years following the date of registration of the Draft Plan, prepared by MHBC Planning, Urban Design & Landscape Architecture and dated August 18, 2022, and as may be amended, in which School Block 323 is located. The Owner further agrees that, if the subdivision is phased, School Block 323 shall be registered within the first serviced phase and shall have adequate municipal road frontage on Streets A and C.
34. That the Owner shall agree in the Subdivision Agreement, that if the BWDSB has not exercised the option to purchase School Block 323 within seven (7) years following the date of registration of the phase containing School Block 323, the BWDSB will provide the Township of Southgate and County of Grey with a letter confirming that the property is not required for a school site.
35. That the Owner shall agree in the Subdivision Agreement that, should the BWDSB purchase School Block 323, any existing easements on School Block 323, which may interfere with the development of the site, shall be released prior to the BWDSB purchasing School Block 323.

#### **Park and Open Space Requirements**

36. That the Owner and Township acknowledge that there is an under dedication of parkland on the Proposed Subdivision pursuant to the Planning Act; however, in consultation with and at the request of the Township of Southgate, the Owner shall agree to provide additional parkland on alternate lands within the Township of Southgate, to the satisfaction of the Township.
37. That Blocks 324 to 335 (Park, SWM Pond, Walkways/Trails, Drainage/Walkways, and Open Space), Block 336 (Temporary Cul-de-Sac), Block 338 (Future Right of Way), and Block 337 (0.3 Metre Reserve) be deeded to the Township of Southgate.

#### **Miscellaneous**

38. That the Subdivision Agreement includes provisions that require the Owner to submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official certifying all structural fill placed below proposed building locations is in compliance with the Ontario Building Code and/or proper engineering standards. This report shall include the lot number, depth of fill, top elevation of fill and the area approved for building construction from the street line, and any other information required by the Chief Building Official.
39. All imported fill is to meet Ministry of Environment, Conservation and Parks Table 2 criteria for development lands.
40. That the Owner shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official providing an opinion on the presence of soil gases (radon and methane) in the plan of subdivision in accordance with applicable

provisions contained in the Ontario Building Code.

41. That prior to final approval or registration of a pre-servicing agreement, the Owner shall complete a stage 2 archaeological assessment and where deemed necessary, a stage 3 and 4 of the subject property and mitigate, through preservation or resource removal and documentation, adverse impacts to any archaeological resources found, to the Saugeen Ojibway Nation (SON) and Six Nations of The Grand River archaeological standards and the Ontario Ministry of Tourism and Culture's standards and Guidelines for Consultant Archaeologists. No tree cutting, stump removal, grading or other soil disturbances shall take place on the subject property prior to the Township of Southgate, SON, and Six Nations of The Grand River and the Ministry of Culture confirming that all archaeological resource concerns have met licensing, resource conservation requirements, SON and Six Nations of The Grand River archaeological standards.

42. The Owner shall agree in the Subdivision Agreement to the following:

- a) Should previously unknown or unassessed deeply buried archaeological resources be uncovered during development, such resources may be a new archaeological site and therefore subject to Section 48 (1) of the *Ontario Heritage Act*. The Owner or person discovering the archaeological resources must cease alteration of the site immediately and engage a licensed archaeologist to carry out archaeological fieldwork, in compliance with sec. 48 (1) of the *Ontario Heritage Act*;
- b) That anyone working on the development who uncovers a burial site containing human remains shall cease fieldwork or construction activities and immediately report the discovery to the police or coroner in accordance with the *Funeral, Burial and Cremation Services Act*.

43. That the Owner shall agree in the Subdivision Agreement to insert in all Agreements of Purchase and Sale or Lease for each dwelling in the subdivision:

*"The lands to the north of the subdivision are being utilized for normal agricultural operations that may result in noise, dust, odour and other potential nuisances associated with livestock or agricultural uses. These normal agricultural practices may occasionally affect the living environment of residents in close proximity to agricultural operations."*

44. That the Owner shall agree in the Subdivision Agreement to insert in all Agreements of Purchase and Sale or Lease for Lots 1 to 27 and 180 in the subdivision:

*"ATV's and snowmobiles are seasonally permitted to use the Grey County CP Rail Trail located adjacent to the lot and these uses generate noise."*

45. Prior to final approval, the County is advised in writing from Canada Post that Draft Plan Condition 16 and 17 has been addressed to their satisfaction.
46. Prior to final approval, the County is advised in writing from the BWDSB that Draft Plan Conditions 22 to 35 have been addressed to their satisfaction.
47. Prior to final approval, the County is advised in writing from the Grand River Conservation Authority that Draft Plan Conditions 12, and 21 have been addressed to their satisfaction:
48. Prior to the signing of the final plan by the County of Grey, the County is to be advised that all Draft Plan Conditions have been carried out to the Township's satisfaction.
49. If final approval is not given to this plan within three (3) years of the draft approval date, and no extensions have been granted, draft approval shall lapse under Subsection 51(32) of the Planning Act, RSO 1990, as amended. If the owner wishes to request an extension to draft approval, a written explanation along with the applicable application fee and a resolution from the local municipality must be received.

## NOTES TO DRAFT APPROVAL

1. It is the applicant's responsibility to fulfil the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Grey, quoting the County file number.
2. An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 - Proximity - of the Regulations for Construction Projects in the Occupational Health and Safety Act, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is the proponent'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 electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating **"DANGER - Overhead Electrical Wires"** in all locations where personnel and construction vehicles might come in close proximity to the conductors.
3. Clearances or consultations are required from the following agencies, as well as the appropriate agency or authority providing utilities or services:
4. We suggest you make yourself aware of the following subsections of the Land Titles Act:
  - a) subsection 144(1) requires all new plans to be registered in a Land Titles system if the land is situated in a land titles division; and
  - b) subsection 144(2) allows certain exceptions.

The subdivision plan for Registration must be in conformity with the applicable

Ontario Regulation under The Registry Act.

5. Inauguration or extension of a piped water supply, a sewage system or a storm drainage system is subject to the approval of the Ministry of the Environment, Conservation and Parks under the Ontario Water Resources Act, RSO 1990, as amended.
6. All measurements in subdivision final plans must be presented in metric units.
7. The final plan approved by the County must be registered within thirty (30) days or the County may withdraw its approval under subsection 51(32) of the Planning Act RSO 1990, as amended.