Glenelg Draft Plan Conditions

1. That subdivision agreement be entered into to the satisfaction of the Township of Southgate and registered on title.

2. That Blocks 139 to 146 (Open Space, Park, Walkway and SWM Pond), Blocks 147 & 148 (Future Right of Way blocks) and blocks 149 to 151 (0.3m reserve) be deeded to the Township of Southgate.

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 0.3m reserves to be conveyed to, and held in trust, by the Township of Southgate.

6. That the Owner agrees to satisfy the requirements of the Township of Southgate in reference to parkland dedication in a manner satisfactory to the Township of Southgate and pursuant to the provisions of the Planning Act. R.S.O. 1990 as amended.

7. That the proposed subdivision is zoned appropriately. This zoning shall have a holding provision for all the lands requiring access to municipal services. The holding provision may be removed in phases, upon entering into a subdivision agreement and when adequate municipal water and sewer capacity are available and allocated by by-law.

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. 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, 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.
10. 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.

11. The Owner and the Township shall acknowledge in the Subdivision Agreement that sewage and water allocation is not available to service the entire subdivision. The Township is undertaking the necessary approvals to provide the required servicing. Final approval shall only be given to each phase of the development where sanitary and water services are available and constructed to the subdivision or financially secured.

12. That prior to the final approval and registration of the phases of the plan, the Township of Southgate allocate by by-law water supply capacity and sewage treatment plant capacity.

13. That the Subdivision agreement between the Owner and the Township of Southgate contain provisions satisfactory to the Township of Southgate to address phasing arrangements acceptable to the Township of Southgate.

14. That the developer 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. These plans will form part of the approved plans in the subdivision agreement.

15. The Owner agrees to consult with the MNRF or appropriate authority to confirm if Bobolink, Eastern Meadowlark and Barn Swallow Habitat compensation is to be provided. A copy of this consultation and final decision is to be provided for the Township prior to construction commencing.

16. That prior to any grading or construction on the site and prior to registration of the plan, the owners or their agents submit the following plans and reports to the satisfaction of the Grand River Conservation Authority.


   b. Completion of a feature based water balance, evaluation of downstream stormwater receivers, and mitigation of any negative impacts completed to the satisfaction of the GRCA and Township and its Engineers.

   c. Detailed lot grading and Drainage Plans showing existing and proposed grades.

   d. 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.
e. The submission and approval of a Development, Interference with Wetlands and Alterations to Shorelines and Watercourses permit from the GRCA prior to any grading within the regulated area.

17. 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 Condition No. 14, 15 and 16 above.
   b. To maintain all stormwater management 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 to satisfy all requirements of the Environmental Compliance Approval until Final Acceptance has been granted.
   c. To investigate any well interference complaints received by the Developer, Developers Agents, Ministry of the Environment and Climate Change or the Township, from the start of construction until final acceptance of the first phase of the subdivision. The results of each investigation shall be submitted for review to the Township and the Ministry of Environment and Climate Change 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 Final Acceptance of the subdivision.
      iii. Illustrating the location of proposed sidewalks, public walkways, trails, parks, fences and community mailbox locations.

18. 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 hydro, telephone, natural gas, internet and cable television services to this plan.

19. That the subdivision agreement between the Owner and the Township of Southgate contain wording to the effect that all agreements of purchase and sale shall ensure that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan, are informed when land is transferred, of all the development charges related to this development, including the County’s Development Charges.

20. That the developer shall include in the subdivision agreement and insert in all agreements of purchase and sale or lease for each lot/dwelling in the subdivision “servicing capacity currently
does not exist for the entire development. This could lead to a delay in the timing of final approval and the construction of any given dwelling within the subdivision” This clause is no longer required when sufficient servicing capacity exists for the entire development.

21. That the subdivision agreement between the Owner and the Township of Southgate address servicing financing in order to ensure the construction and financing of all external services which are necessary to provide appropriate levels of service to this plan of subdivision. Details of these external services are to be confirmed as part of detailed design.

22. That the Owner pays the cost of supplying and erecting street name and traffic control signs in the subdivision to the satisfaction of the Township.

23. That any domestic wells and boreholes drilled for hydrogeological or geotechnical investigations within the limits of the draft plan of subdivision be properly abandoned by the Owner, when no longer required, in accordance with the Ministry of Environment and Climate Change Regulations and Guidelines to the satisfaction of the Township.

24. That the developer shall 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. This report shall include the following information: lot number, depth of fill, top elevation of fill and the area approved for building construction from the street line.

25. All imported fill is to meet Ministry of Environment Table 2 criteria for development lands.

26. That the developer 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.

27. That the developer shall include in the subdivision agreement and 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.”