

(Draft) Conditions of Draft Approval

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| Plan of Sub: | SU03-2018 |
| Applicant: | 1853992 Ontario Inc. |
| Location: | Part 1 of 39R-10543 except 39M-815 Part of Lot 2, Concession 2 |

Conditions of Draft Approval to be cleared prior to Final Plan approval and Registration of this Subdivision are as follows:

1. That this approval applies to the Draft Plan of Subdivision for Part 1 of 39R-10543 except 39M-815, as prepared by Sylvester & Brown, Land Surveying, dated and signed March 2, 2020 illustrating:

| Land Use | Area (m²) |
|---|-------------------------------|
| Townhouse Blocks (21 dwellings) (Blocks 1 to 4) | 5,997.8 |
| Open Space (Blocks 5 & 6) ^a | 7,482.4 |
| 0.3m reserve (Block 7) ^a | 6.0 |
| Future development (Blocks 8 & 9) | 371.6 |
| Public Road ^a | 3,293.6 |
| TOTAL | 17,151.4 m² |

^a Lands to be Conveyed to the Municipality

2. That the Owner shall submit plans showing any development phasing to Northumberland County for review if this subdivision is to be developed by more than one registration.
3. That the Owner shall design the road allowances and the pavement structure to accommodate highway vehicle loading for waste collection vehicles to the satisfaction of Northumberland County.
4. That the road allowance included in this draft plan shall be shown and dedicated as a public highway.
5. That the street shall be named Talbot Drive.
6. That the dead end created by this draft plan (Block 7) be terminated in 0.3m reserve to be conveyed to, and held in trust by, the Municipality of Port Hope.
7. That the subdivision agreement between the Owner and the Municipality of Port Hope shall include provisions for the reimbursement to the Owner for the over-

sizing of municipal infrastructure (water and sanitary) installed in Talbot Drive within this Plan that will benefit lands outside of this Draft Plan.

8. That a 0.3 m reserve be created by this Draft Plan (Block 8) and be held in trust by the Owner and the Subdivision agreement include provisions for the transfer of the 0.3 m reserve to the Municipality; and that the Municipality agrees that the 0.3m reserve shall not be removed until the Owner acknowledges that he has been reimbursed pursuant to Condition 7.
9. That prior to final approval, the Owner shall agree that the north end of Talbot Drive shall be terminated in a manner satisfactory to the Municipality (cul-de-sac) and shall be designed and constructed to the satisfaction of the Municipality in consultation with Northumberland County.
10. That in the subdivision agreement the Owner acknowledges and agrees that no construction can take place on Blocks 8 and 9 and that these two blocks must be developed in conjunction with, and as lot additions, to the abutting lands to the north. Furthermore, the Municipality of Port Hope acknowledges that any planning approval granted for the abutting land to the north will require this abutting land to be developed by incorporating Blocks 8 and 9.
11. That prior to Final Approval, the Owner agrees to prepare a Utility Coordination Plan to the satisfaction of the Municipality.
12. That prior to Final Approval, the Owner agrees to prepare a full street lighting design to the satisfaction of the Municipality.
13. That prior to final approval, the Owner agrees to prepare a Soil Management Plan to the satisfaction of the Director of Works and Engineering.
14. That prior to final approval, the Owner agrees to prepare a Construction Traffic Management Plan, including dust control, to the satisfaction of the Director of Works and Engineering.
15. That the Owner agree in the subdivision agreement to carry out or cause to be carried out all measures and recommendations contained within the Construction Traffic Management Plan prepared pursuant to Condition 14.
16. That the Owner agrees in the subdivision agreement, in wording acceptable to the Municipality of Port Hope, that all construction traffic involved in the servicing and development of this plan of subdivision, and the adjacent Peacock Park, will only access the lands within this plan of subdivision and Peacock Park via a route or routes approved by the Municipality.
17. That the Owner shall pay for a peer review of any study, report or guideline, if/as required by the Municipality of Port Hope.

18. That prior to the final approval of the plan, the Owner shall retain a professional engineer to design, to the satisfaction of the Municipality of Port Hope, the street within this subdivision.
19. That engineering drawings be prepared in accordance with current MPH standards, policies and requirements. Prior to the preparation of the subdivision agreement, the plans and drawings are to be submitted to and approved by the Director of Works and Engineering. Further that the engineering plans shall co-ordinate the driveways, street utility hardware and street trees in order to ensure that conflicts do not exist and street trees are accommodated.
20. That the watermain be designed in accordance with the recommendations of the Water Distribution System Hydraulic Modelling for Talbot Phase 2 Development report prepared by CIMA+, dated May 19, 2020.
21. In the event that the subdivision agreement is not executed within one (1) calendar year from the date of approval of the engineering drawings, they shall be resubmitted to the Director of Works and Engineering for approval, again prior to execution of the subdivision agreement
22. That the subdivision agreement between the Owner and the Municipality of Port Hope contain provisions requiring the Owner to undertake the regular cleaning of the street within this subdivision as well as adjacent streets, as impacted by construction activity, all to the satisfaction of the Municipality.
23. That prior to the commencement of any fill placement, grading, or other development on site, or final registration of the plan, the Owner shall submit and obtain written approval (ie: permit) of the Ganaraska Region Conservation Authority (GRCA) for the following:
 1. a detailed Stormwater Management Plan which outlines the intended means of controlling stormwater runoff in terms of quantity, frequency and duration of events up to and including the regional storm;
 2. the intended means of conveying stormwater flows from the site and external areas that drain through the subdivision, including the location and design of water quality and quantity controls and facilities using stormwater management techniques outlined in provincial guidelines;
 3. that a suitably sized stormwater management facility is available to service this subdivision;
 4. an assessment of the major and minor flow systems, identifying pre- and post- construction volumes, depths, velocities, points of discharge, and proposed methods for outlet treatment;

5. an Erosion and Sediment Control Plan detailing the means by which erosion and sedimentation and their effects will be minimized on the site during and after construction in accordance with provincial guidelines. The report must outline all actions to be taken to prevent an increase in the concentration of solids in any water body as a result of on-site, or other related works;
 6. site grading plan, including pre-development and final scenarios;
 7. requirements for the long-term maintenance of all proposed erosion and stormwater facilities and construction details relating to these conditions;
 8. Detailed plans for the proposed watercourse crossing.
- 24.** That the Owner agrees in the subdivision agreement, in wording acceptable to the Municipality of Port Hope:
1. to cause to be carried out the works referred to in Condition 22;
 2. to design and implement on-site erosion and sediment control, in order to meet the requirements of the Municipality and the Ganaraska Region Conservation Authority (GRCA);
 3. to maintain all stormwater management and erosion and sedimentation control structures operating and in good repair, in a manner satisfactory to the Municipality and the Ganaraska Region Conservation Authority (GRCA).
- 25.** The Owner will be required to fence, to the satisfaction of the Municipality and the Ganaraska Region Conservation Authority (GRCA), the lot lines of Block 4 that abut Block 6 and lot lines of Block 1 that abut Block 5.
- 26.** That prior to Final Approval, the Owner shall agree in writing in the subdivision agreement to install fencing along the entire northern boundary line of the Draft Plan and western boundary of Blocks 2 and 3 to the satisfaction of the Director of Works and Engineering.
- 27.** That at the time of the final registration of this plan, the Owner shall make a cash-in-lieu payment to the Municipality equal to 5% of the value of the land within this plan for park purposes.
- 28.** Notwithstanding Condition 24 above, the subdivision agreement between the Owner and the Municipality of Port Hope shall include provisions to allow the Owner to redevelop Peacock Park as public open space and also as a blue-green pond to serve as phase 1 of a regional stormwater management facility to serve this Draft Plan and adjacent lands. In doing so, the Municipality and Owner will include wording in the subdivision agreement as to the cost sharing for undertaking

the park redevelopment and the reimbursement to the Owner for work undertaken that will benefit other third parties.

29. That the Owner shall comply with the requirements of Canada Post with respect to the provision of mail delivery to the subdivision. The location of community mailboxes for mail delivery, to service this subdivision, shall be located to the satisfaction of Canada Post and the Municipality.

30. That the subdivision agreement between the Owner and the Municipality of Port Hope shall contain the following warning clause:

NOTE: Purchasers are advised that it is unlikely that there will be door-to-door mail delivery within this subdivision. Canada Post intends to service this property using a community mailbox(es) which may be in several locations within this subdivision.

31. That the subdivision agreement between the Owner and the Municipality of Port Hope and all Offers of Purchase and Sale and any subsequent Offers of Purchase and Sale related to the creation of future residential units on those lots identified as adjacent to a potential Community Mailbox site shall include a warning clause identifying the location of the community mailbox to the potential purchasers of those lots that are situated adjacent to a community mailbox site.

32. That the subdivision agreement between the Owner and the Municipality of Port Hope and all Offers of Purchase and Sale and any subsequent Offers of Purchase or Sale related to the creation of all future residential units within this subdivision, shall contain the following warning clause:

NOTE: Purchasers are advised that the grading and drainage of the subdivision including all individual lots are designed utilizing sheet flow, side yard swales, rear yard swales and occasionally via rear lot catchbasins. It is the purchaser's responsibility to not block drainage by the construction of any fencing, decks, landscaping etc. Any proposed changes to the grading, by the purchaser, must be approved by the Municipality.

33. That prior to Final Approval, the Owner shall agree in writing in the subdivision agreement to convey Blocks 5 and 6 to the Municipality at a time, and in a manner and condition satisfactory to the Municipality of Port Hope.

34. The Owner is responsible to provide all services, including road maintenance, unless and until assumed in writing by Municipality of Port Hope.

35. That the subdivision agreement between the Owner and the Municipality of Port Hope and all Offers of Purchase and Sale and any subsequent Offers of Purchase

or Sale related to the creation of all future residential units within this subdivision, shall contain the following warning clause:

WARNING: Purchasers are advised that immediately adjacent to the northern boundary of this subdivision is land currently used for non-residential uses. These uses may involve hours of operation and activities that at times throughout the year may create truck traffic, noise, dust, fumes or other forms of nuisance which may occasionally interfere with some activities of the dwelling occupants.

36. That the subdivision agreement between the Owner and the Municipality of Port Hope and all Offers of Purchase and Sale and any subsequent Offers of Purchase or Sale related to the creation of all future residential units within this subdivision, shall contain the following warning clause:

WARNING: Purchasers are advised that immediately adjacent to the northern boundary of this subdivision is land zoned for future residential development. When it comes times to develop this adjacent land, there is a strong possibility that Talbot Drive will no longer be a cul de sac but will be extended northward as a through road.

37. That prior to final approval of the plan, appropriate zoning shall be in effect for all the lands in the proposed subdivision.
38. That such easements as may be required for utility, telecommunication services, drainage or servicing purposes shall be conveyed to the appropriate authority.
39. That the Owner shall agree to design and construct all servicing requirements (roads, water, sanitary, storm, electrical, etc.) to the specifications of the approving authorities (the Municipality of Port Hope, Elexicon, etc.) and the cost thereof shall be paid by the Owner.
40. That prior to Final Approval, Bell Canada shall confirm by letter that satisfactory arrangements, financial and otherwise, have been made with Bell Canada for any Bell Canada facilities servicing this plan of subdivision which facilities are required by the Municipality of Port Hope to be installed underground.
41. That the Owner shall provide proof of an 'Offer to Connect' from Elexicon and agree to protect any existing Elexicon facilities during the construction of this subdivision.
42. That prior to Final Approval, the Owner will obtain a letter from the Historic Waste Program Management Office (or its equivalent) that the schedule of the excavation phase of construction is in accordance with the Construction Monitoring Program. This shall include road, sewer and lot development excavations.

43. That the subdivision agreement between the Owner and the Municipality contain provisions, with wording acceptable to the Historic Waste Program Management Office, wherein the Owner agrees to contact the Historic Waste Program Management Office to implement the scheduled monitoring of excavations.
44. That the Owner provide to Union Gas the necessary agreements and/or agreements requirement by Union Gas for the provision of gas services for this project, in a form satisfactory to Union Gas.
45. That the Owner shall enter into a subdivision agreement with the Municipality of Port Hope. Without limiting the generality of the foregoing, the Owner shall agree in writing to satisfy all the requirements, financial and otherwise, of the Municipality of Port Hope, including the provision of roads, sidewalks, boulevards, installation of services, stormwater management and drainage.
46. That the Owner shall agree in the subdivision agreement that no building permits will be applied for or issued until the Municipality of Port Hope is satisfied that adequate road access, municipal water supply, hydro service, sanitary sewers, and storm drainage facilities are available to service the proposed development.
47. That the subdivision agreement between the Owner and the Municipality of Port Hope shall be registered against the lands to which it applies once the plan of subdivision has been registered.

NOTES TO DRAFT APPROVAL

1. It is the applicant's responsibility to fulfill the conditions of Draft Approval and to ensure that the required clearance letters are forwarded by the appropriate agency to the Municipality of Port Hope, quoting the Municipal file number, within 3 (three) years of the Draft Approval date.
2. We suggest that you make yourself aware of:
 - a) section 143(1) of the *Land Titles Act*, which requires all new plans be registered in a land titles system;
 - b) section 143(2) allows certain exceptions.
3. All measurements in subdivision final plans must be presented in metric units.
4. Registration: The final plan approved by the Municipality must be registered within 30 days or the Municipality may withdraw its approval under Section 51(59) of the *Planning Act*.
5. Clearance is required (in writing to the Director of Community Development) from the following agencies:
 - Northumberland County, how Conditions 2 and 3 have been satisfied;
 - Ganaraska Region Conservation Authority, how Conditions 23 and 24 have been satisfied;
 - Canada Post Corporation, how Conditions 29, 30, and 31 have been satisfied;
 - Bell Canada, how Condition 40 has been satisfied;
 - Elexicon, how Condition 41 has been satisfied;
 - Historic Waste Program Management Office, how Conditions 42 and 43 have been satisfied; and
 - Union Gas, how Condition 44 has been satisfied.
6. This draft plan approval expires on **September 1, 2023** if all the conditions contained herein are not satisfied by that date. The Owner shall apply for any extension at least 60 days prior to the lapsing date and such request for an extension shall not be unreasonably withheld.