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## Conditions of Draft Approval

May 13, 2022

**Plan of Subdivision: File No 23T-19001**

**Part Lot 13, Concession 2, Except Part 1 on RP 61R-6497, Hamlet of Ospringe**

**Terrell Heard**

**Town of Erin**

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### General

1. The Owner shall prepare the final plan generally on the basis of the approved draft plan of subdivision, prepared by IBI Group, revised and dated January 13, 2022, which illustrates 13 lots for detached dwelling units, stormwater management block, landscape buffer block, and roadways.
2. The Owner shall, prior to final approval of this plan for registration, submit a schedule certified by an Ontario Land Surveyor indicating the areas and frontages of the Lots and Blocks within the Plan, to the satisfaction of the Town.
3. Prior to final approval by the County of Wellington, the proposed final plan of subdivision be given review and acceptance by the Town of Erin.

### Subdivision Agreement

4. Prior to the release for registration of the Plan, the Owner shall enter into and execute agreement(s) with The Corporation of the Town of Erin agreeing to satisfy all conditions, legal, financial (including fees and securities) and otherwise of the Town (collectively the "Subdivision Agreement"). The Subdivision Agreement and related documents shall be registered on title against the Lands, as provided for in the *Planning Act*, and, if applicable, at the sole expense of the Owner.
5. The Owner hereby covenants and agrees that this agreement shall be deemed by the parties hereto and their successors and assigns, to constitute "other applicable law" within the meaning of the *Building Code Act, S.O. 1992, c23*, as amended, or any successor or replacement legislation and the Town's Chief Building Official shall not be required to issue, and the Owner hereby covenants and agrees not to request the issuance of, any building permit with respect to the Owners lands or part thereof until such time as the Owner has, in the unfettered opinion of the Town, fully complied with all such provisions of the agreement as are capable of compliance prior to construction of dwellings. This provision may be pleaded as an estoppel in any court application brought by the Owners to compel issuance of a building permit.
6. Prior to the execution of the Subdivision Agreement, the Lands shall be appropriately zoned by a zoning by-law that has come into effect in accordance with the provisions of the *Planning Act, R.S.O. 1990, c.P.13*, as amended (the "Planning Act"), including any terms under which the Town's Council will consider the removal of a holding "H" symbol, if applicable.

## **Financial**

7. The Owner agrees in writing to satisfy all the requirements, financial and otherwise, of the Town of Erin including but not limited to the provision and construction, where required, of roads, stormwater drainage systems, street signs, fencing, landscaping, street lighting and other services for the proper and orderly development of the subject lands.
8. The Owner agrees that prior to final approval, the Owner shall provide all applicable processing, administrative, consultant, and legal fees incurred by the Town related to the processing, administration and technical reviews pertaining to final approval. Such fees will be charged at the prevailing rates of approved Town Policies and By-laws on the day of payment.
9. The Owner agrees in the Subdivision Agreement or the Pre-Servicing Agreement, whichever comes first, to submit financial security for the draft Plan of Subdivision as required by the Town of Erin, prior to the construction of any municipal infrastructure required to service the development.
10. Prior to execution of the Subdivision Agreement, the Owner shall provide a letter of credit, in an amount to be determined by the Town, for any works and infrastructure, applicable tree preservation and ecological restoration works outlined or required for this draft plan of subdivision to the satisfaction of the Town, to ensure compliance with all applicable Town requirements.
11. The Owner shall agree in the Subdivision Agreement to make payment to the Town for all applicable Development Charges, in accordance with the Town's Development Charges By-law which is in effect at the time.
12. The Owner shall be responsible for contributions for development review and inspection fees to the satisfaction of the Town of Erin

## **Street Name**

13. The Owner shall provide street names and signage to the satisfaction of the Town of Erin, and where those streets are not extensions of existing streets, that such new street names shall not be duplicates in spelling or phonetic sounding of street names elsewhere in the County of Wellington.

## **Plan Revisions**

14. A clause shall be added to the Subdivision Agreement stating that the Owner acknowledges and agrees that the Draft Plan and associated conditions of draft plan approval may require revisions, to the satisfaction of the Town, to implement or integrate any recommendations resulting from studies required as a condition of draft approval. Prior to final approval of the plan there may be minor redline revisions to ensure property alignment with existing or proposed lots, blocks streets, and/or facilities on lands adjacent to this Draft Plan.

15. The Owner agrees to implement the requirements of all studies that are required by the Town of Erin for the development of this draft plan of subdivision to the satisfaction of the Town of Erin.
16. Prior to final approval the Owner shall satisfy any technical review comments provided by the Town's peer review consultants to the satisfaction of the Town.

### **Parkland**

17. That the Owner shall provide cash-in-lieu of parkland to the Town as required under the *Planning Act*, and the Town's Parkland By-law 13-40, as amended and the Town Official Plan. If registration and final approval proceeds in phases, the parkland dedication requirements shall be calculated based on the land area of the draft plan of subdivision as a whole as opposed to the land included in that particular phase of development.

### **Landscaping and Fencing**

18. The Owner submit a tree preservation plan which will illustrate the protection of trees and other natural features where appropriate, with specific attention to preservation in all public open spaces within the draft plan of subdivision prior to the approval of a preliminary grading plan to the satisfaction of the Director, Infrastructure Services .
19. The Owner agrees in the subdivision agreement, to undertake tree preservation and maintenance measures and to remove all dead, damaged and diseased trees within the plan of subdivision to the satisfaction of the Director, Infrastructure Services.
20. The Owner shall retain the services of the Landscape Architect until all landscape related works including but not limited to project monitoring, tree preservation, inspections, site management, Letter of Credit reductions and sign offs for assumption and end of general maintenance are completed and accepted to the satisfaction of the Director of Infrastructure.
21. The Owner agrees to submit a Subdivision Landscape and Fencing Plan, with respect to the provision of fencing and landscaping for the draft plan of subdivision, to the satisfaction of the Director, Infrastructure Services. Such Plan shall include a 1.5 metre wooden fence in all required locations (including adjacent to or backing onto 5418 and 5422 Second Line), and the location and design of all wood or acoustic fencing required by the plan of subdivision.
22. The Owner provide temporary and/or silt fencing around the entire perimeter of the subject lands during construction, prior to the commencement of any works to the satisfaction of the Town.
23. The Owner plant a minimum of 13 street trees along Street 'A'. The intent is to provide one tree per dwelling unit that faces onto Street 'A'. If the boulevard space is not sufficient in size to accommodate the 13 street trees, the outstanding balance of street trees shall be compensated with further cash-in-lieu payment of \$250 per tree. This specific cash-in-lieu for street boulevard trees shall be paid to the Town of Erin.

## **Construction Management Plan**

24. The Owner shall submit a construction management plan to the satisfaction of the Town. Such Plan to contain, among other things:
- a. details of erosion and sedimentation controls during all phases of construction and provide maintenance requirements to maintain these controls as per the Erosion & Sediment Control Plan;
  - b. addressing the parking of vehicles and the storage of construction and building materials during servicing and house construction, and ensuring that such locations will not impede the flow of traffic or emergency vehicles on either existing streets or the proposed public street;
  - c. insurance that the Town's Noise By-law will be adhered to and that all contractors, trades and suppliers are advised of this By-law;
  - d. the provision of mud and dust control on all roads within and adjacent to the site;
  - e. type and timing of construction fencing;
  - f. location of construction trailers; and
  - g. details of the temporary construction access
25. The Owner shall agree in the subdivision agreement that the location and design of the construction access for the subdivision work shall be provided only as approved by the Town of Erin and, if applicable, the County of Wellington.

## **Legal**

26. The Owner shall provide a Reference Plan, identifying property boundaries, all blocks, reserves, easements, right-of-ways, to the Town of Erin.
27. The Owner convey to the Town, at no cost to the Town: any easements as required; and, any reserves as required by the Town.
28. The Owner conveys 0.3 m reserves along Block 2 in the Draft Plan and any other open sides or dead ends of road allowances created by this draft plan, to the Town of Erin.
29. That such conveyances and easements as may be required for utilities, fire protection facilities, telecommunications and drainage purposes shall be granted to the appropriate authority.
30. The Owner shall provide any required easements, for works, facilities or use rights, that are required by the Town of Erin to the satisfaction of the Director, Infrastructure Services
31. The Owner shall agree in the Subdivision Agreement to construct at its expense, and to the specifications outlined by the Town, SWM facilities on Block 1, which the Owner shall convey to the Town without monetary consideration and free of all encumbrances.

32. The road allowances included in this Draft Plan shall be shown and dedicated as public highways to the satisfaction of the Town. Road widenings, daylight triangles, walkway blocks, environmental and buffer blocks, and 0.3 m reserves included within this draft plan of subdivision shall be dedicated to the Town or the County without monetary consideration and free of all encumbrances.
33. That prior to registration of the Plan, the Owner shall provide a Solicitor's Title Opinion for the Lands.

### **Engineering Plans**

34. Prior to any site alteration or final approval, the Owner shall prepare to the satisfaction of the Town and County:
  - a. A final detailed stormwater management report and plans in accordance with the IBI Group Stormwater Management Report (dated December 22, 2021).
  - b. An Erosion and Sediment Control Plan;
  - c. A final detailed lot grading and drainage plan
  - d. A tree inventory and protection plan
  - e. A detailed landscape plan; and
  - f. Construction Impact Mitigation Plan.
35. The Owner shall agree in the Subdivision Agreement to maintain all SWM 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 Town.
36. The Owner agrees that if major overland flows from the subdivision traverse through external lands not owned by the Owner, the Owner will make the necessary arrangements with the adjacent property owner to construct the overland flow route(s) on the external lands to the downstream receiving stormwater management facility, and convey lands or easements required for the conveyance of overland flows to the satisfaction of the Town.
37. The Owner shall submit a final detailed report prepared by a Professional Engineer to the satisfaction of the Chief Building Official, certifying the quality/suitability of all fill material placed within the subdivision on the property. This report shall include a description of the placement location and quality/suitability of the fill material to be placed on the property.
38. The subdivision agreement shall contain provisions that prior to any grading and construction on the site, the Owner shall retain a qualified hydrogeologist consultant to prepare and implement a private well monitoring program of existing residential wells which will include a review of the status of water supply with consideration for quality and quantity and details regarding the remediation of any impacts determined to be a result of the proposed development to the satisfaction of the Town of Erin.

### **Stormwater**

39. The Owner shall satisfy the Director, Infrastructure Services respecting a stormwater drainage and management system to service all the lands in the subdivision, and any provisions regarding easements.
40. That the Owner agrees to obtain all permits and/or approvals from the Town and/or relevant approval authority, prior to the commencement of preliminary grading and/or construction of the stormwater management facility.
41. That the Owner agrees that all stormwater management facilities and LID Measures will be designed to be consistent with the Town's Engineering Guidelines.

### **Grading**

42. The Owner obtain authorization from abutting land owners for all off-site grading to the satisfaction of the Director, Infrastructure Services.
43. The Owner shall submit a site grading plan showing the trees to be preserved based on the approved Tree Preservation Plan prior to the issuance of a Top Soil Stripping Permit, Site Alteration Permit or Pre-Servicing Agreement to the satisfaction of the Town.
44. Where the Owner wishes to proceed with preliminary grading prior to final approval of the plan, the following shall be required:
  - a. The Owner or their agents shall submit the following plans and reports to the satisfaction and approval of the Town of Erin:
    - i. A final detailed stormwater management report and plans in accordance with (name of consultant's report). This report shall include:
      - Geotechnical information addressing the infiltration potential on the site;
      - A water balance for the site; and
      - That overall recharge rates be maintained pre to post construction.

In addition, a Storm Servicing Plan and Landscape Plan shall be included.

- ii. An Erosion and sedimentation control plan indicating the means whereby erosion will be minimized and sediment retained on site throughout all phases of grading and construction. The plan shall include a monitoring and maintenance program, and provision for the timely revegetation of the site.
- iii. A final detailed lot grading and drainage plan showing the limits of all grading, including existing and proposed grades, and information such as the tentative house locations, proposed top of foundation wall, minimum basement floor, the average groundwater elevation recorded between November 1 and April 30 for each lots, and tile field locations with their sizes and elevations complete with any other special features

necessary to ensure adequacy of the tertiary septic system and drainage for each lot.

- b. Acceptance of all plans referred to in Condition 34;
- c. Final approval of any implementing zoning by-law for the subject lands;
- d. Approval of the Town Engineer, in accordance with the Town's Site Alteration and Pre-Servicing requirements;
- e. Any additional agreements as required by the Town of Erin.

### **Servicing**

- 45. The subdivision agreement shall contain provisions to ensure that the lots will be made suitable for tertiary sewage treatment units to the standards and policies of the Town of Erin and the requirements of the Ontario Building Code.
- 46. The subdivision agreement shall contain provisions acceptable to the Town to ensure that all unused wells and septic systems on the subject land are decommissioned in accordance with applicable laws and regulations.
- 47. The subdivision agreement shall contain provisions requiring the installation of all wells into the bedrock, in wording satisfactory to the Town of Erin.
- 48. The subdivision agreement shall contain provisions acceptable to the Town requiring the installation of private disinfection equipment for private water supply in all residential units.

### **Transportation**

- 49. That all regulatory signs must be installed at the completion of the base course asphalt and maintained by the Owner until "Final Acceptance" by the Town. All signs indicating parking restrictions are to be installed prior to the first occupancy in residential developments.

And that the Owner will be responsible for installing all street signs and maintaining all signs in the subdivision until assumption of the subdivision by the Town.

Temporary street name signs are to meet Town of Erin (Roads Department) approval for size, height, lettering and locations, and are to be installed by the Owner prior to the issuance of the first building permit in the subdivision. Prior to final assumption, the Owner will install all permanent street names signs to meet Ontario Traffic Manual, Book 8, pg. 109 section 8.3, Street name Blade Signs. The cost for these signs will be paid by the Owner

- 50. The Owner agrees to design and construct all municipal roads in accordance with Town standards and specifications.

### **Utilities**

- 51. The Owner agrees that hydro-electric, telephone, gas and television cable services, and any other form of telecommunication services shall be constructed at no cost to

the Town as underground facilities within the public road allowances or within other appropriate easements, as approved on the Composite Utility Plan, to the satisfaction of the Town and authorized agencies

52. The Owner shall provide confirmation to the Town that it has entered into any agreement or agreements required by any applicable utility companies, including Hydro One, Enbridge, telecommunications companies, etc.

### **Community Information Plan**

53. Prior to the Owner offering any lots or blocks on the Plan for sale, the Owner shall obtain written approval from the Town of the following information with respect to the location of sales trailers, display plans and other information to be used for sales and/or marketing purposes, which information and related materials (referred to as the Community Information Plan) are required to be kept up-to-date to reflect the most current approvals, and/or submissions related to the Plan, and/or engineering design drawings, and other such matters as may be required by the Chief Building Official and Director, Infrastructure Services:

- a. the latest version of the approved Plan(s) or registered Plan(s), including any phasing;
- b. the Draft Plan and adjacent lands including all sidewalks and walkways, community mail boxes, parks by type (including all recreational facilities to be provided), schools, churches, open space areas, environmental protection areas, stormwater management ponds, landscaping, entranceway features, noise attenuation measures (both internal and external to the dwelling unit), erosion control facilities, buffer areas, watercourses, and surrounding land uses;
- c. a copy of the approved zoning by-law for the Lands together with a copy of the executed Development Agreement (as soon as it is available); and
- d. a copy of the approved grade and utility composite plan showing the location of all community facilities (community mail boxes, bus shelter and stops, street trees, sidewalks, street light poles, hydrants, cable boxes, transformers or any other above grade facilities).

If there is no Sales Trailer, the Owner shall make the Community Information Plan available for public viewing on its website, where lots are being advertised for sale.

### **Purchase and Sale Agreements/Warning Clauses**

54. The subdivision agreement shall contain wording which is satisfactory to the Town of Erin, that all Purchase and Sale Agreements contain the following clauses to advise purchasers that:



- a. All residential lots will be serviced by private individual potable water and tertiary sewage treatment units and to identify the property owners' maintenance obligations of such systems;
  - b. There are nearby properties used for farming and/or the keeping of livestock. According to the Ontario Ministry of Agriculture Food and Rural Affairs "Farms can be noisy, dusty, and have odours. Just like any other business, farms have a production schedule. During planting and harvesting season, there may be extra lights in a field at night or equipment working on the farm late in the day. Normal farm practices are activities that happen on the farm as part of day-to-day business. Some of these activities create disturbances that are considered normal farm practices are allowed to happen on a farm."
  - c. That purchasers/tenants of Lots 1 to 4 are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Ministry of the Environment.
  - d. That purchasers/tenants of Lots 1 to 4 are advised that this dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Ministry of the Environment.
  - e. The purchasers/tenants of Lot 1 are advised that Lands adjacent to this property have been conveyed to the Town of Erin for environmental protection and/or stormwater management purposes. These lands will be left in an untouched, naturalized state. Purchasers are advised that building encroachments, dumping of yard waste, and removal of grass and vegetation are not permitted on Town-owned lands. No fence gates shall be permitted between private property and environmentally sensitive areas. Purchasers are further advised that trails are planned to be constructed within the valley system which may result in pedestrian traffic and noise.
  - f. All development charges related to this plan of subdivision have been paid.
55. The Owner shall prepare a Homeowner's Manual that provides, among other things, information regarding the homeowners' obligations related to private wells and private sewage treatment system maintenance; the method of storm water drainage within the development and significance of maintaining existing grades and drainage flows. The homeowners' manual shall also contain information regarding normal farm practices and schools in the area
56. The Owner shall provide a copy of the Homeowner's Manual to each purchaser.

### **Miscellaneous**

57. The Owner shall be responsible for posting signage on the property addressing Emergency Services Assistance to the satisfaction of the Town.

58. The Owner agrees to design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to, sewers, watermains, light standards, utilities, stormwater management facilities, and roads to the satisfaction of, and at no cost to, the Town and, where applicable, the County.
59. The Owner agrees to enter into a construction agreement and/or an encroachment agreement and/or any other agreement deemed necessary to permit the construction of municipal services, roads, stormwater management facilities or any other services that are required external to the draft Plan of Subdivision and that are required to service the proposed subdivision to the satisfaction of the Town. The Owner agrees to obtain a road occupancy permit if required and/or permission or license to enter, if required, from the external land owners prior to commencing any external works to the satisfaction of the Town and the County. The Owner further agrees to pay all costs associated with the construction of any external works required for the development on lands owned by the Town and/or County, to the satisfaction of the Town and/or County. The costs associated with the external works may be eligible for Development Charges credit.
60. The Owner shall acknowledge and agree that the adequacy and reliability of water supplies for firefighting purposes are subject to review and approval by the Fire Chief or his designate.
61. Prior to final approval the Owner shall provide the Town with a detailed letter outlining how each of the conditions have been satisfied.