

ISSUE DATE:

**Aug. 05, 2009**



PL030316

Ontario Municipal Board  
Commission des affaires municipales de l'Ontario

Hamount Investment Ltd. has appealed to the Ontario Municipal Board under subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from the failure of the Ministry of Municipal Affairs and Housing to make a decision respecting a proposed plan of subdivision on lands composed of East Half of Lots 1 and 2, Concession 1 in the Township of Amaranth (File No. 22-T-02002)  
OMB File No. S030027

Hamount Investment Ltd. has appealed to the Ontario Municipal Board under subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from Council's refusal or neglect to enact a proposed amendment to Zoning By-law 46-88 of the Township of Amaranth to rezone lands respecting the East Half of Lots 1 and 2, Concession 1 from 'ER-1' and 'OS2-7' to allow for a 34 unit residential development  
O.M.B. File No. Z040017

The Town of Orangeville has appealed to the Ontario Municipal Board under subsection 34(19) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, against Zoning By-law 11-2004 of the Township of Amaranth  
O.M.B. File no. R040051

Valleygrove Investments Incorporated has appealed to the Ontario Municipal Board under subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from Council's refusal or neglect to enact a proposed amendment to rezone lands respecting East Half of Lot 3, Concession 1, Township of Amaranth, to allow for a residential development  
O.M.B. File No. Z050092

Valleygrove Investments Incorporated has appealed to the Ontario Municipal Board under subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from the failure of the Minister of Municipal Affairs and Housing to make a decision respecting a proposed plan of subdivision on lands composed of East Half of Lot 3, Concession 1, in the Township of Amaranth  
O.M.B. File No. S050041

**APPEARANCES:**

**Parties**

Hamount Investment Ltd.,  
Valleygrove Investments Incorporated

Township of Amaranth

**Counsel**

K. Sliwa

J. J. Wilker

Her Majesty the Queen in Right of Ontario  
as represented by the Minister of Municipal  
Affairs and Housing

M. N. Singh and  
A. Lawlor

Town of Orangeville

W. W. Stutz

Credit Valley Conservation

P. DeMelo

**MEMORANDUM OF ORAL DECISION DELIVERED BY SUSAN de AVELLAR  
SCHILLER ON JULY 28, 2009, AND ORDER OF THE BOARD**

Hamount Investment Ltd. [Hamount] and Valleygrove Investments Incorporated [Valleygrove] wish to develop two, integrated residential subdivisions in the eastern part of the Township of Amaranth on the border with the Town of Orangeville. The Hamount application was made on February 20, 2002, and the Valleygrove application was made on December 14, 2004. Appeals regarding the proposed draft plans of subdivision and an associated site specific zoning by-law amendment are now before this Board. Also before the Board is an appeal by the Town of Orangeville against the Township of Amaranth by-law 11-2004.

Several pre-hearing conferences and discussions between the parties resulted in Minutes of Settlement. As a result of these Minutes of Settlement, no issues remain between the parties in these proceedings.

The Board heard from Mr. Scott Arbuckle, a full member of the Canadian Institute of Planners and a Registered Professional Planner in Ontario.

The two draft plans of subdivision are for two adjacent properties in the southeast corner of the Township of Amaranth. The northern property is the Valleygrove parcel and the southern property is that of Hamount. They are bounded on the east by County Road 16, which is the boundary between the Township and the Town of Orangeville at this point. The two parcels are just north of County Road 109, which is the southern boundary of the Township.

An existing agricultural use, including a livestock operation, is to the north of the Valleygrove parcel. A licensed aggregate extraction operation is located immediately to the west of the Valleygrove parcel. In the northeast corner of the Valleygrove parcel is

the Pullen Well, an important water source for the Town of Orangeville. Also in this corner is an historic pioneer cemetery. Butternut trees, an endangered species, are along the northern edge of the Valleygrove parcel. Lands east of County Road 16, in the Town of Orangeville, are intended for residential and employment uses.

The southern half of the Hamount parcel is reserved for possible future development with the intention that agricultural uses would continue on these lands in the interim. Lands to the south and west of the Hamount property are currently in agricultural use. The lands of both parcels are rolling, with wetlands and intermittent streams cutting across the Valleygrove parcel.

The draft plans of subdivision have been designed to integrate the two parcels functionally. The conditions of draft plan approval for each draft plan mirror one another, except where there is a particular matter of concern that affects only one parcel. The proposed developments will be on a communal water supply with private, individual septic services for waste. These private individual septic systems will include tertiary treatment of waste to remove nitrates. The proposed lots are sized to incorporate both the primary septic system and a reserve area for a second system if necessary. Ongoing monitoring will be undertaken to ensure the systems do not fail and that the proposed tertiary treatment protects against nitrate loading.

The southern half of the Hamount parcel, that is intended to continue in agricultural use, is restricted to a limited list of crops. The list is contained in the zoning by-law and has been developed to identify crops whose normal farming practices would not result in nitrate loading. In addition to the Ministry of Environment standard of 10 ml of nitrate at the property edge, Credit Valley Conservation, with a view to habitat protection, has imposed a 15 ml limit for nitrates that reach open water.

Concern for both the quality and quantity of water has informed a long list of special conditions with requirements for further reports, adherence to stringent standards, and ongoing monitoring to the satisfaction of both the Township and Credit Valley Conservation. The intermittent stream course and wetlands are zoned OS 1 and are to be conveyed to the Township. Special conditions have been included to protect the Butternut trees, including setbacks and a qualified arborist's assessment and

recommendations for the trees. In addition, a qualified arborist's report is required to certify that all trees to be planted on the lands are disease free.

Although mitigation was included initially, the presence of an active aggregate extraction operation to the immediate west of the proposed developments warrants further review of the proposed mitigation plans. A condition has been included that requires a supplemental mineral aggregate mitigation study, prepared to the satisfaction of the Township and the Ministry of Natural Resources.

The pioneer cemetery is an important part of the Township's history. It is to be offered, at no charge, to the Township and, if declined and no other public body agrees to accept responsibility for the cemetery, ownership will remain with the proponent. In addition, the proponent will be responsible for preparing an ongoing maintenance plan and will provide appropriate securities to ensure that the pioneer cemetery is properly maintained on an ongoing basis.

Lands to be zoned for park purposes will have the park designed and developed by the proponent, to the satisfaction of the Township, and then conveyed to the Township.

Given the number of additional technical reports and stringent requirements, there may need to be some redline revisions to the proposed draft plans and some of the lots may require adjustment to meet the standards designed to protect the quality and quantity of water, as well as other environmental matters. Having regard to section 51(25) of the *Planning Act*, the Board is satisfied and of the opinion that the conditions proposed for each draft plan of subdivision are reasonable. Subject to the conditions of draft plan approval, the Board finds that the draft plans of subdivision meet the criteria set out in section 51(24) of the *Planning Act*.

The Township of Amaranth Official Plan, effective October 4, 2005, designates the subject lands Estate Residential. No Official Plan amendment is required. The proposed zoning by-law amendment includes a Holding provision to ensure that the requirements of the conditions of draft plan approval are met and that the proponents have entered into a subdivision agreement with the Township. The Board finds that the proposed zoning by-law amendment conforms to the Township of Amaranth Official Plan.

With application dates of February 20, 2002, and December 14, 2004, and having regard for the applicable transition requirements for matters under the *Planning Act*, the Board finds that the applicable Provincial Policy Statement [PPS] is that of 1997 and the requisite test is for the Board to have regard to that Statement when considering matters under the *Planning Act*. In reviewing the 1997 PPS, the proposed zoning by-law amendment, and the draft plans of subdivisions with their related conditions for draft plan approval, the Board finds that these proposals meet the policies and intent of the 1997 PPS.

While the PPS prefers full municipal services, where they are not available then communal services or a mix of communal and private services may be considered. Lots must be sized appropriately and waste management systems are to be located and designed in accordance with provincial standards and legislation. Full municipal services are not available at the subject lands. The proposal is for communal water services with private septic systems that achieve tertiary treatment for nitrates.

The PPS emphasizes the importance of agriculture. Agricultural uses around the subject lands are protected through the application of Minimum Distance Separation standards for livestock operations near residences. The PPS emphasizes the importance of protecting mineral aggregate extraction operations from activities that would be, at section 2.2.3.2, "...incompatible for reasons of public health, public safety or environmental impact..." The requirement for an additional mineral aggregate mitigation study facilitates the continued implementation of this policy.

At section 2.3.1, the PPS requires "...natural heritage features and areas ...[to be]...protected..." The proposals protect the intermittent streams and wetlands on the subject lands. At section 2.4.1 the PPS states:

...The quality and quantity of ground water and surface water and the function of sensitive ground water recharge/discharge areas, aquifers and headwaters will be protected or enhanced....

The extensive requirements in the conditions of draft plan approval that are directed to the protection of the quality and quantity of water directly meet this policy.

The Provincial *Greenbelt Plan* came into force December 16, 2004. The *Greenbelt Plan* was made under the *Greenbelt Act, 2005*. The subject lands are within

the area covered by the *Greenbelt Plan* but the applications pre-date the effective date of the Plan. At section 5.2 the Plan, in keeping with the *Act*, explicitly captures only those decisions on matters “commenced on or after December 16, 2004”. At section 24(4)(d), the *Act* identifies the commencement date for an application to amend a zoning by-law as the day on which the application is made. And at section 24(4)(h), the *Act* identifies the commencement date for an application for approval of a plan of subdivision under s. 51 of the *Planning Act* as the day on which the application is made. Since the matters before the Board commenced with their applications on February 20, 2002 and December 14, 2004, the Board finds that they conform to the requirements of the transition provisions of both the *Greenbelt Act* and the *Greenbelt Plan*.

The subject lands are also within the area covered by the Provincial *Growth Plan for the Greater Golden Horseshoe*. The effective date of that *Plan*, made under the *Places to Grow Act, 2005*, is June 16, 2006. At section 2.2.9.3 the *Plan* states:

...*New multiple lots and units for residential development* will be directed to *settlement areas*, and may be allowed in *rural areas* in site-specific locations with approved zoning or designation that permits this type of development in a municipal official plan, as of the effective date of this Plan...

The subject lands are designated Estate Residential in the Official Plan of the Township of Amaranth. That Official Plan is effective as of October 4, 2005 – prior to the effective date of the *Growth Plan*. Having regard to section 2.2.9.3 of the *Plan*, the Board finds that the proposals conform to the *Growth Plan for the Greater Golden Horseshoe*.

The appeals are allowed in part. The proposed zoning by-law amendment, filed in these proceedings as Exhibit K and found at Attachment #1 to this Decision, is approved. The proposed draft plan of subdivision for Valleygrove, filed in these proceedings as Exhibit E and found at Attachment #2 to this Decision, subject to the conditions of draft plan approval filed as Exhibit D in these proceedings and found at Attachment #3 to this Decision, is approved. The proposed draft plan of subdivision for Hamount, filed in these proceedings as Exhibit G and found at Attachment #4 to this Decision, subject to the conditions of draft plan approval filed as Exhibit F in these proceedings and found at Attachment #5 to this Decision, is approved.

The Ministry of Municipal Affairs and Housing is the approval authority in this case. Having regard to section 51(56.1) of the *Planning Act*, the Board now provides

that the final approval of these plans of subdivision, for the purposes of section 51(58) of the *Planning Act*, is given to the Ministry of Municipal Affairs and Housing.

So Orders the Board.

“Susan de Avellar Schiller”

SUSAN de AVELLAR SCHILLER  
MEMBER

**ATTACHMENT #1****THE CORPORATION OF THE TOWNSHIP OF AMARANTH  
BY-LAW NO. \_\_\_\_\_**

Being a By-law to amend Zoning By-laws 46-88, 69-2004 and 2-2009, as amended, of the Corporation of the Township of Amaranth with respect to the East Half of Lots 2 and 3, Concession 1, Township of Amaranth, County of Dufferin.

WHEREAS the Council of the Corporation of the Township of Amaranth is empowered to pass By-laws to regulate the use of land pursuant to Sections 34 and 36 of the Planning Act, 1990, as amended;

AND WHEREAS the Owner(s) of the East Half of Lots 1, 2 and 3, Concession 1, Township of Amaranth, has filed site specific Zoning By-law application(s) with the Township of Amaranth to amend the Zoning By-law, as amended;

AND WHEREAS the Owner has appealed its Zoning By-law application to the Ontario Municipal Board for hearing and determination;

AND WHEREAS the Town of Orangeville has appealed Zoning By-law 11-2004 as it applies to the East Half of Lots 1, 2, and 3, Concession 1, Township of Amaranth to the Ontario Municipal Board for hearing and determination;

AND WHEREAS By-law 69-2004 was appealed to the Ontario Municipal Board and remains under appeal for the lands before the Board pursuant to Decision Order No. 3542 dated December 21, 2006, Board File No. PL050096;

AND WHEREAS the Ontario Municipal Board has determined it appropriate to amend By-law Nos. 46-88, 69-2004 and 2-2009 as amended to rezone the subject lands;

NOW THEREFORE this Zoning By-law is enacted as follows:

1. Zoning By-law No. 46-88 as amended, Zoning By-law 11-2004, and Zoning By-law 69-2004 as amended, affecting the subject lands, shall be and are repealed by this By-law.
2. That Zoning By-law 2-2009 be amended for the subject lands, being described as the East Half of Lots 2 and 3, Concession 1, Township of Amaranth, as shown on Schedule 'A', attached to and forming part of this By-law, as hereinafter set out.
3. That the subject lands be rezoned to Holding Estate Residential Special (H) (ER-5) Zone, Open Space (OS-1) Zone, Open Space (OS-2), Institutional (I-1) Zone and Development (D-1) as shown on Schedule 'A', attached to and forming part of this By-law subject to the following provisions.
4. Notwithstanding anything else to the contrary in Zoning By-law 2-2009 as amended, the following Holding Provision applies in this By-law:

**HOLDING PROVISION**

- i) A Holding (H) Provision is hereby established and identified on Schedule 'A' attached hereto, by the letter "H" in parentheses preceding a zoning symbol established in this By-law.
- ii) Where a zoning symbol is preceded by the letter "H" in parentheses, the provisions of the By-law applicable to the zone symbol shall apply only upon the removal of the letter "H" by an Amending By-law as



approved by Council in accordance with the provisions of Section 36 of the Planning Act.

- iii) Until the removal of the letter "H", no land, building or structure shall be used for any purpose other than that for which it was lawfully used prior to the passing of this By-law with the exception of a use by a public authority or agricultural uses. No new buildings or structures or extensions or enlargements to existing buildings or structures will be permitted while a Holding (H) Provision is in effect excepting a use by a public authority and excepting the construction of one dwelling on the lands zoned Estate Residential Special (ER-5) provided the construction of said dwelling is authorized pursuant to the terms and conditions of a Subdivision (Model Home) Agreement with the Township. The installation or maintenance of a watermain, well, pumping station, gas main, pipeline, storm water management facility, ground water collection system, lighting fixture, overhead or underground electrical services, cable television, telephone line or associated tower or transformer, together with installations or structures appurtenant thereto are permitted prior to the removal of the letter "H", provided that such matters are installed or maintained in accordance with a Subdivision (Pre-servicing) Agreement and/or a Subdivision (Comprehensive) Agreement between the Owner and the Township.
  - iv) The (H) Holding Provision may be lifted in whole or in part and shall only be lifted when the Township of Amaranth is satisfied that the following items have been addressed:
    - a) That the Owner enters into an applicable Subdivision Agreement with the Township of Amaranth;
    - b) Confirmation of adequate and available services;
    - c) Compliance with the requirements of section 2.6 of By-law 2-2009;
    - d) For Lots 5 through 9 and Lot 52, confirmation that the installation of private sewage services may be permitted subject to the provisions of the Clean Water Act.
5. Notwithstanding anything else to the contrary in Zoning By-law 2-2009 as amended, the following zone provisions apply to the lands zoned Estate Residential Special (ER-5) Zone:

#### **ESTATE RESIDENTIAL SPECIAL (ER-5) ZONE**

No person shall within an Estate Residential Special (ER-5) Zone, use any land or erect, alter or use any building or structure except in accordance with the following:

##### **Permitted Uses**

- i) single detached dwelling
- ii) home occupation
- iii) public use

##### **Regulations for Permitted Uses**

- i) Minimum Lot Area                      0.4 ha.
- ii) Minimum Lot Frontage                30 m
- iii) Minimum Yard Requirements

- |       |   |          |
|-------|---|----------|
| a)    | Front Yard  | 20 m     |
| b)    | Interior Side Yard  | 6 m      |
| c)    | Exterior Side Yard  | 20 m     |
| d)    | Rear Yard   | 15 m     |
| iv)   | Maximum Lot Coverage  | 20%      |
| v)    | Maximum Height  | 10.5 m   |
| vi)   | Minimum Dwelling Unit<br>Gross Floor Area   | 160 sq m |
| vii)  | Where a lot contains an OS-2 Zone, the lands zoned OS-2 shall be included in the Minimum Lot Area as set out in Regulation i) above.  |          |
| viii) | Where a lot contains an OS-2 Zone, the lands zoned OS-2 shall be included in the minimum rear yard requirement.   |          |
| ix)   | Where the lands consist of Blocks 53 to 63, being the north part of future lots, which Blocks are as shown on the draft plan of subdivision approved on July 28, 2009 on File No. 22T-04004 and where the lands consist of Blocks 30 to 40, being the south part of future lots, which Blocks are as shown on the draft plan of subdivision approved on July 28, 2009 on File No. 22T-02002, and subsequent to such Plans being registered and subsequent to the ownership of the respective north Block and the respective south Block being merged, such merged parcel of land shall be deemed to be a lot under this By-law. |          |
| x)    | Notwithstanding the provisions of Zoning By-law 2-2009 and the ER-5 Zone, public uses are not required to meet the Minimum Lot Area, Frontage and Yard setbacks.  |          |
6. Notwithstanding anything else to the contrary in Zoning By-law 2-2009 as amended, the following zone provisions apply to the lands zoned Open Space (OS-1) Zone and Open Space (OS-2) Zone:

#### **OPEN SPACE (OS-1) ZONE**

No person shall within an Open Space (OS-1) Zone, use any land or erect, alter or use any building or structure except in accordance with the following:

##### **Permitted Uses**

- i) public park
- ii) public recreation centre
- iv) resource management
- v) public use
- vi) monitoring wells and associated monitoring

##### **Regulations for Permitted Uses**

- |      |                           |         |
|------|---------------------------|---------|
| i)   | Minimum Lot Area          | 0.2 ha. |
| ii)  | Minimum Lot Frontage      | 30 m    |
| iii) | Minimum Yard Requirements |         |
| a)   | Front Yard                | 30 m    |

- b) Interior Side Yard 15 m
- c) Exterior Side Yard 30 m
- d) Rear Yard 15 m
  
- iv) Maximum Lot Coverage 25%
- v) Minimum Landscaped Open Space 20%
- vi) Maximum Height 12 m

**OPEN SPACE (OS-2) ZONE**

No person shall within an Open Space (OS-2) Zone, use any land or erect, alter or use any building or structure except in accordance with the following:

**Permitted Uses**

- i) resource management
- ii) public use

**Regulations for Permitted Uses**

- i) Minimum Landscape Buffer of 15 m wide shall be provided from the northern lot line
- ii) No buildings and/or structures shall be permitted
- iii) The requirements for Minimum Lot Area and Frontage shall not apply

7. Notwithstanding anything else to the contrary in Zoning By-law 2-2009 as amended, the following zone provisions apply to the lands zoned Development (D-1) Zone:

**DEVELOPMENT (D-1) ZONE**

No person shall within a Development (D-1) Zone, use any land or erect, alter or use any building or structure except in accordance with the following:

**Permitted Uses**

- i) The planting, cultivation and harvesting of the following field crops:
  - a) Soybeans
  - b) Oats
  - c) Alfalfa
  - d) Barley
  - e) Fall Rye
  - f) Hay (Grass)
  - g) Provided that the Township has consented in writing prior to the planting, any other field crops.
  
- ii) Monitoring wells and associated monitoring.

**Regulations for Permitted Uses**

Minimum Lot Area and Frontage requirements shall be deemed to be those as shown on Schedule "A" for the D-1 Zone.

8. Notwithstanding anything else to the contrary in Zoning By-law 2-2009 as amended, the following zone provisions apply to the lands zoned Institutional (I-1) Zone:

**INSTITUTIONAL (I-1) ZONE**

No person shall within an Institutional (I-1) Zone, use any land or erect, alter or use any building or structure except in accordance with the following:

**Permitted Uses**

Existing Cemetery (subject to the limitation that additional interments are not permitted).

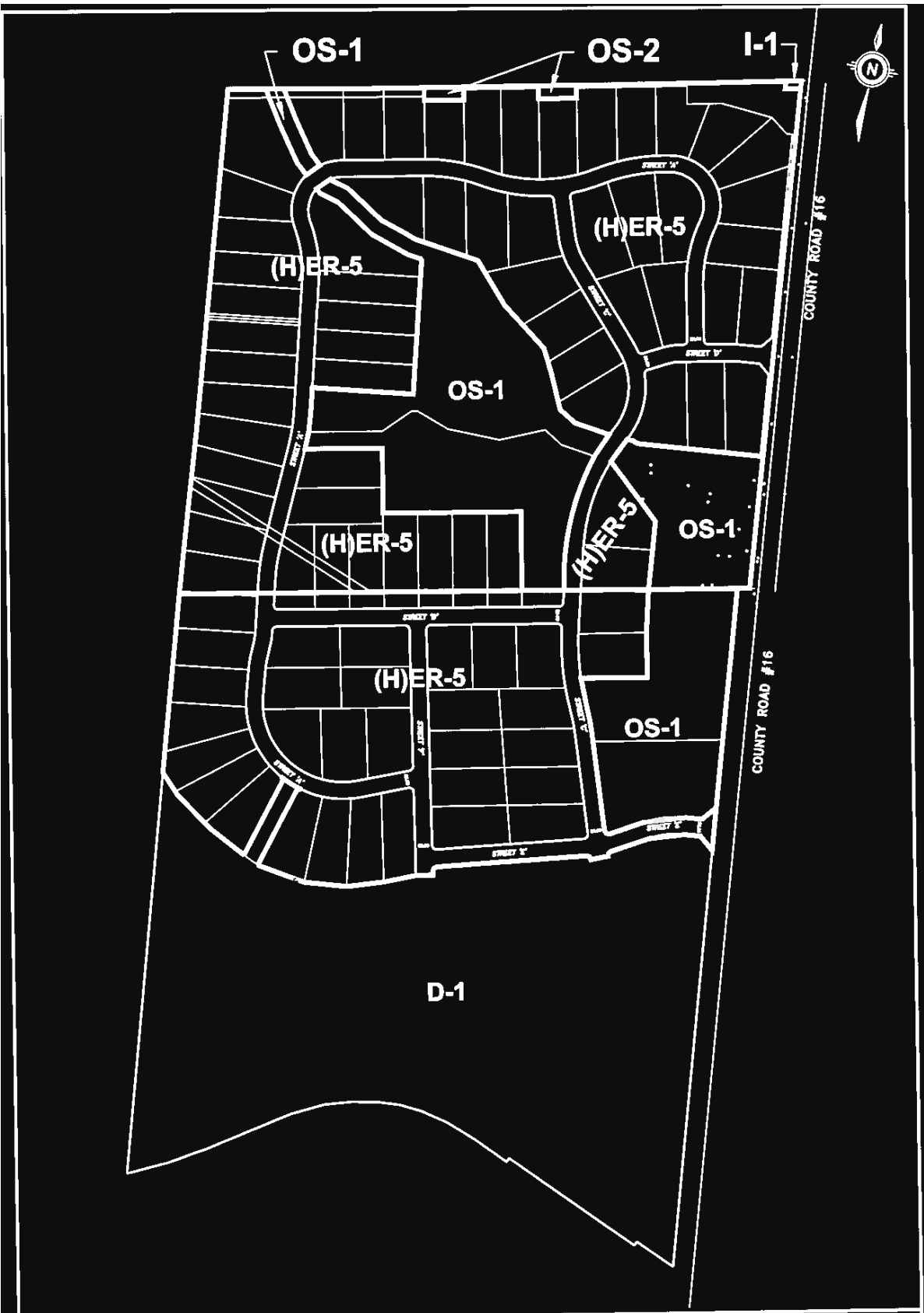
**Regulations for Permitted Uses**

Minimum Lot Area, Frontage and Yard requirements shall be deemed to be those as shown on Schedule "A" for the I-1 Zone.

9. All other applicable provisions of Zoning By-law 2-2009 as amended shall hereafter apply.

10. The Township is hereby authorized by the Ontario Municipal Board to assign a By-law No. to this By-law as an administrative matter.

11. This By-law shall come into effect upon the date of the Order of the Ontario Municipal Board.



**SCHEDULE 'A'**  
**ZONING MAP**  
 MONORA FOREST COUNTRY ESTATES (NORTH/SOUTH)

SCALE NTS  
 DATE 2009-07-21  
 PROJECT No. TP-02-0163



SUITE 308  
 30 EGLINTON AVENUE WEST  
 MISSISSAUGA, ONTARIO  
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ATTACHMENT "2"

**DRAFT PLAN OF SUBDIVISION**  
**MONORA FOREST COUNTRY ESTATES**  
 (NORTH)  
 PART OF THE EAST HALF OF LOT 3,  
 CONCESSION 1,  
 TOWNSHIP OF AMARANATH,  
 COUNTY OF DUFFERIN.

SCALE: 1:1.5

KEY MAP:  
 1. SUBDIVISION  
 2. ROAD RIGHTS  
 3. ADJACENT LANDS

**INFORMATION REQUIRED:**  
 1. TO BE PROVIDED BY THE APPLICANT:  
 a. ALL INFORMATION AND DOCUMENTS REQUIRED BY THE ACT AND REGULATIONS.  
 b. ALL INFORMATION AND DOCUMENTS REQUIRED BY THE ACT AND REGULATIONS.  
 c. ALL INFORMATION AND DOCUMENTS REQUIRED BY THE ACT AND REGULATIONS.  
 d. ALL INFORMATION AND DOCUMENTS REQUIRED BY THE ACT AND REGULATIONS.

**OWNER'S CERTIFICATE:**  
 I, the undersigned, being the owner of the above land, do hereby certify that the information contained in this plan is true and correct and that I am not aware of any facts which would render the same misleading or deceptive.

**DATED:** \_\_\_\_\_

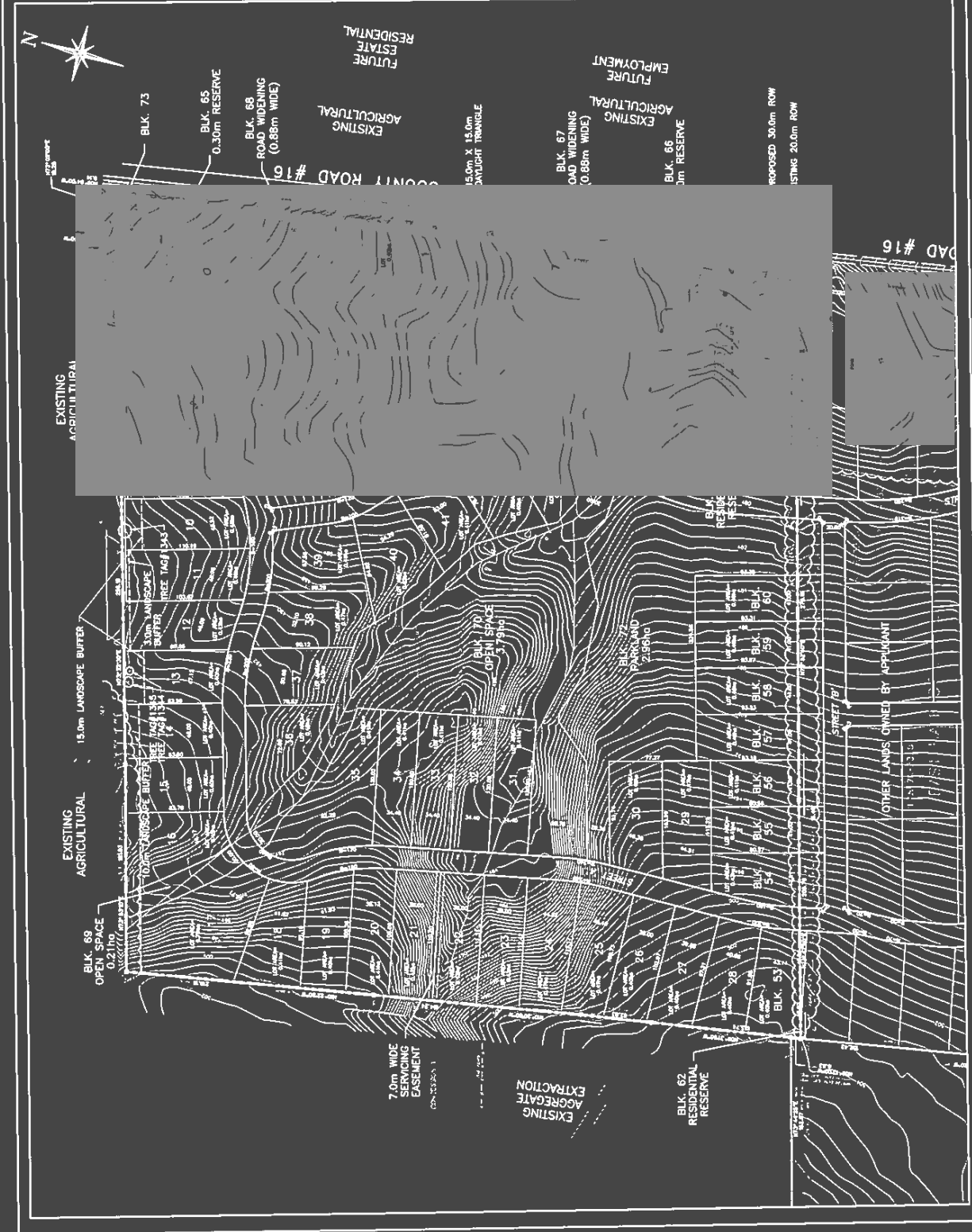
**SIGNED:** \_\_\_\_\_

**WITNESSED:** \_\_\_\_\_

LAND USE SCHEDULE:	LAND USE	AREA (sq. m)
LOTS 1-43	RESIDENTIAL	22,877
BLK. 55-63	RESIDENTIAL RESERVE	3,353
BLK. 64	UTILITY	0.48
BLK. 65	0.3M RESERVE	1.14
BLKS. 65-68	0.3M RESERVE	0.016
BLKS. 67-68	ROAD WIDENING	0.09
BLKS. 69-71	OPEN SPACE	0.28
BLK. 72	PARKLAND	2.98
BLK. 73	INSTITUTIONAL	0.016
TOTAL		24.36
ROADWAY		510.85
EXTRACTIONS:		40.40
TOTAL		100.05

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**VALLEYGROVE INVESTMENTS INC.**



**ATTACHMENT #3**

**CONDITIONS OF DRAFT PLAN APPROVAL  
VALLEYGROVE INVESTMENTS LTD.**

Valleygrove  
Investments Ltd.  
File Number: 22 T 04004  
Municipality: Township of  
Amaranth  
Subject Lands: Part of East Half of  
Lot 3, Con 1

Date of Decision:  
Lapsing Date:

**File Number: 22-T-04004 -- Monora Forest Country Estates (North)**

The Minister's conditions and amendments to final plan approval for registration of this subdivision file Number 22-T-04004 are as follows:

**Conditions**

1. This approval applies to the Draft Plan of Subdivision by IBI Group re-issued for draft approval on July 17, 2009, showing fifty-two (52) residential lots (Lots 1-52), eleven (11) residential reserve blocks (Blocks 53-63), one (1) utility block (Block 64), two (2) 0.3 metre reserve blocks (Block 65 and 66), two (2) road widening blocks (Blocks 67 and 68), three (3) open space blocks (Blocks 69-71), one (1) parkland block (Block 72), one institutional block (Block 73), and internal Subdivision roads (Streets 'A', 'C', and 'D').
2. The Owner agrees, prior to final approval, to enter into a subdivision agreement to be registered on title to satisfy all requirements, financial, servicing, environmental, and otherwise to the satisfaction of the Township.
3. That the road allowances included in this Draft Plan shall be shown and dedicated gratuitously as public highways (by Certificate on the Plan).
4. That before final approval, the Owner agrees to provide lot frontage and area information to the Township to ensure that all lots/blocks conform to the Zoning By-law.
5. That before final approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) is to be advised by the Township that the Plan of Subdivision conforms to the Zoning By-law in effect.
6. The Owner shall prepare a preliminary community information map to the satisfaction of the Township, by consulting with the Township planning

department to obtain the terms of reference, and based on such terms of reference shall submit for approval by the Township a preliminary community information map of the subdivision, together with any notice clauses that the Township may require, all of which is to occur prior to marketing or otherwise offering to sell any of the draft approved lots to builders or potential homebuyers. The approved map and notice clauses shall be posted in a prominent location in the sales office, if any, and a copy of the approved map and notice clauses shall be provided directly to potential purchasers. Further, the Owner shall agree in the subdivision agreement to provide a revised map and obtain execution of a notice schedule by each builder/homeowner which documents shall be submitted as part of the filings to the Township for its clearance of the requisite building permit application.,

7. The Owner agrees that no works shall occur on the site until the Owner has entered into a subdivision agreement or pre-servicing agreement with the Township, unless otherwise specified.
8. That before final approval, the Owner shall carry out a traffic assessment for the Plan of Subdivision and confirm all access points to and from Dufferin County Road #16 to the satisfaction of the Township and/or County of Dufferin and/or provide evidence to the satisfaction of the Township that said assessment has been accepted by the County (and also has been accepted by the Township). The Owner further agrees that it shall implement those recommendations of the above report as may be required by the Township and/or the County of Dufferin, and shall fulfill all requirements of the Township and/or the County of Dufferin with regards to the design, construction, works, and approvals at the Owner's cost. The Owner further agrees that in preparing the report that, in addition to any other terms of reference that the Township or the County of Dufferin may require, that the following terms of reference shall be included:
  - a) A review of right of way width having regard to long-term needs;
  - b) Township design requirements for local roads, including providing for the standard additional width of turning lanes to Dufferin County Road #16 with any required adjustments to the width of the road allowance;
  - c) Investigation of methods to reduce or shield street light illumination, in order to reduce unneeded light pollution;
  - d) Coordination of the preparation of the study, review, and recommendations of this report with the study, review, and recommendations of the report in the following condition.
9. That the subdivision agreement between the Owner and the Township shall contain a clause whereby the Owner shall construct all internal Subdivision roads including those from Dufferin County Road #16 (herein collectively referred to as



“the roads”) to the Township standards, including meeting Township grading requirements, and the roads shall be named to the satisfaction of the Township.

10. That the subdivision agreement between the Owner and the Township shall contain a clause whereby the Owner shall provide standard pavement markings and traffic signage on all of the roads and at all proposed intersections within and related to the Plan of Subdivision to the Township's satisfaction.
11. That the subdivision agreement between the Owner and the Township shall contain a clause whereby the Owner shall provide street lighting to the satisfaction of the Township for the roads and shall make operational the street lighting on all of the roads within 90 days of the issuance of the first building permit.
12. That the subdivision agreement between the Owner and the Township and all offers of Purchase and Sale shall contain a clause stating that the maintenance of any retaining walls constructed within the Draft Plan of Subdivision shall be the responsibility of the Owner and subsequent Owners, and that no retaining wall shall exceed a maximum height of 1.5 metres on the exposed face, unless any additional height is approved by the Township Engineer in writing. Retaining walls shall not be constructed upon lands to be transferred to the Township or other public authority, unless otherwise approved by the Township.
13. The Owner shall agree in the subdivision agreement to dedicate gratuitously all easements free and clear of any encumbrances to any public authority or utility, including, but not limited to the Township, cable, gas, hydro, or telecommunications companies, as may be required, (and with respect to cable and gas services subject to such services being available). It is recognized that these easements are in addition to any easements that may be shown on the plan.
14. The Owner agrees to dedicate gratuitously to the Township free and clear of any encumbrances Block 64 (utility), Blocks 69-71 (open space), and Block 72 (parkland), which dedications shall be to the satisfaction of the Township Solicitor. The Owner agrees that the gratuitous dedication of Block 72 satisfies the parkland dedication provisions of section 51.1 of the Planning Act, and it is further acknowledged by the Owner that the dedication of lands, if any, over and above the 5% of land included in the Plan, is made voluntarily by the Owner and without claims for any further compensation or setoff. The Owner further agrees to offer to dedicate gratuitously Block 73, being the cemetery, to the Township, or other public authority or body. The Owner shall further agree in the subdivision agreement to take no steps to abandon ownership of the cemetery should the Township or other public authority or body decline to accept such offer. Should the Township and other public authority/body decline to accept such offer, the Owner shall prepare an ongoing maintenance plan and provide appropriate securities which terms shall be included in the subdivision agreement to the

satisfaction of the Township to ensure that Block 73 is maintained on an ongoing basis.

15. The Owner agrees to have prepared before final approval, by a qualified Consultant and submitted to the Township for approval, a Park Development Plan for Block 72. The Plan will include grading detail to address the conversion of existing sloped areas into usable park space and will also include, but not be limited to, tot-lot playground equipment and a field sport area, including a soccer pitch/lacrosse field, pedestrian access from the west off of street A, trails, fencing, landscaping, grassing and/or sodding, lighting and amenities, including park equipment. Recommendations of the Plan will be implemented at the Owner's expense to the satisfaction of the Township. The Plan shall include the components of the conceptual Park Layout Plan as prepared by IBI Group dated February 12, 2009. It is noted that the Park Layout Plan is conceptual only and may be modified by the Township in consultation with the Owner, including surfacing the trail to the satisfaction of the Township and including an appropriate number of park benches.
16. That before final approval, the Owner shall agree in the subdivision agreement, in wording acceptable to the County of Dufferin to undertake the following:
  - a) Confirmation of all access points to County Road #16 to and from the Subdivision including Block 64;
  - b) Dedicate gratuitously Blocks 67 and 68 for road widening purposes and Blocks 65 and 66 for 0.3 metre reserves to the County of Dufferin free and clear of all encumbrances.
17. The Owner agrees in the subdivision agreement with the Township to provide a minimum 3.0 metre landscape strip in private ownership on Lots 1, 3-17 inclusive, 47 and within Block 71, to be conveyed to the Township, to create a visual barrier from Dufferin County Road #16 and augment existing vegetation. The Owner shall also agree in the subdivision agreement to submit a Landscape Plan, prepared by a qualified Landscape Architect, to the satisfaction of the Township and Credit Valley Conservation (CVC).
18. The Owner agrees to deposit a mylar copy of the Registered Plan of Subdivision with the Township, and provide the Township with computerized information in a format satisfactory to the Township.
19. The Owner agrees to dedicate gratuitously 15m x 15m visibility (daylight) triangles at the access to and from Dufferin County Road #16 to the Township, free and clear of all encumbrances, and such triangles shall be shown as part of the road allowances on the final plan. The Owner agrees to dedicate gratuitously daylighting triangles at all other intersections to the Township, free and clear of all encumbrances, and such triangles shall be shown as part of the road

allowances on the final plan. All such dedications shall be to the satisfaction of the Township.

20. The Owner agrees in the subdivision agreement with the Township to construct all works, which must be considered temporary to facilitate the development of the subject property to the satisfaction of the Township and any other relevant public agency. These works may include but not be limited to, emergency access, temporary cul-de-sacs, and temporary stormwater facilities.
21. The Owner agrees in the subdivision agreement with the Township to erect temporary fencing as required on the property, prior to the commencement of site works, to the satisfaction of the Township, and that the temporary fence shall be maintained and remain in place until such time as directed otherwise by the Township.
22. The Owner agrees in the subdivision agreement with the Township to install appropriate fencing along the north property line to the satisfaction of the Township. The remainder of the boundary of the Plan shall be fenced to the satisfaction of the Township.
23. That the subdivision agreement between the Owner and the Township contain a provision whereby the Owner agrees to carry out or cause to be carried out the following recommendations and measures to the satisfaction of Credit Valley Conservation and the Township prior to final approval:
  - a) A detailed Stormwater Management Report;
  - b) An Erosion Control Plan; and,
  - c) A detailed Grading Plan.
24. That the subdivision agreement between the Owner and the Township contain a provision, in wording acceptable to Credit Valley Conservation, whereby all required storm water management facilities and sediment and erosion control measures be installed, as approved by Credit Valley Conservation, prior to any site alteration.
25. That the subdivision agreement between the Owner and the Township contain a provision whereby a qualified professional (acceptable to Credit Valley Conservation) is engaged to certify in writing that the works were constructed in accordance with the plans, reports and specifications, as approved by Credit Valley Conservation.
26. The Owner agrees that grading plans shall be prepared and submitted to the satisfaction of the Township prior to final approval; and that all such grading plans shall provide that the roads within the Plan of subdivision meet the Township road design standards, and that such grades are also satisfactory to

the Township Engineer and the Township's Director of Public Works. Should such Grading not be satisfactory, the Owner specifically agrees that the Plan of Subdivision shall be redlined so as to make the grading acceptable and satisfactory to the Township. The Owner agrees in the subdivision agreement with the Township to have designed and constructed all grading, drainage, and servicing under the Township's jurisdiction to the satisfaction of the Township. The Owner further agrees and acknowledges that the present subdivision design is premised on a preliminary grading plan and that further design/lotting changes may be necessary within the draft plan of subdivision to satisfy Township standards. Recommendations of the detailed grading plan will be implemented to the satisfaction of the Township.

27. The Owner agrees in the subdivision agreement with the Township to provide two second order, second level Geodetic Benchmarks in suitable locations to the satisfaction of the Township.
28. That the Owner agrees in the subdivision agreement with the Township to locate and construct all driveways accessing municipal roads to the satisfaction of the Township.
29. Before final approval, the Owner agrees in the subdivision agreement with the Township to have prepared, by a qualified consultant, Architectural Design Guidelines including provisions for Streetscape, Landscape, Architectural, and Lighting standards for buildings and roadways to the satisfaction of the Township.
30. The Owner agrees in the subdivision agreement with the Township to stabilize all disturbed soil within 90 days of being disturbed. In addition, the Owner further agrees that the subdivision agreement shall incorporate the following term: "The Owner agrees to control, to the satisfaction of the Town, weeds on all of the Subject Lands except on the lots conveyed by the Owner to a third party, which third party shall be responsible for such weed control."
31. The Owner agrees in the subdivision agreement with the Township to provide a mud tracking pad for construction vehicles at the site entrance, and to direct construction traffic to and from the Draft Plan of Subdivision lands to Dufferin County Road #16.
32. The Owner agrees in the subdivision agreement with the Township that in the event that future development of the property is to be phased, a detailed development Phasing Plan must be submitted prior to final approval of the first phase of development. The Phasing Plan shall indicate the sequence of development, the land area in hectares, the number of lots and blocks in each phase, grading to minimize the total soil area exposed at a given time and construction of public services, including the provision of water supply servicing, to the satisfaction of the Township. The phasing must also be reflected in all required reports. The Owner further agrees that the approval of this Plan is

premised on the approval of the Plan under 22T-02002, and that a phasing plan, if any, must address the Plans together comprehensively, including addressing dealing with the combination of Blocks 53 to 63 under this Plan and Blocks 30 to 40 under the Plan approved under 22T-02002. Such Phasing Plan shall include this Plan, or part thereof, proceeding first. Furthermore, the Owner agrees that it shall not request final approval of this Plan without the final approval of Plan 22T-02002, unless a Phasing Plan has been approved by the Township to address the comprehensive nature of the Plans. The Owner further agrees to enter into any agreements to the satisfaction of the Township Solicitor, including Common Ownership Agreements, to ensure that lot formed by the appropriate northern Block under this Draft Plan and the appropriate southern Block under Draft Plan 22T-02002 is registered at the same time and that ownership of the requisite Blocks is merged (so that the Block forming the Lot are owned by the same builder or homeowner). It is further agreed that the Draft Plan under this file and the Draft Plan 22T-02002 may be registered as one final Plan, subject to clearance of all conditions for both draft Plans.

33. The Owner agrees in the subdivision agreement with the Township to design and construct any required stormwater management facilities to the satisfaction of the Township, Credit Valley Conservation and the County of Dufferin. Stormwater management facilities are approved by the Ministry of Environment pursuant to section 53 of the Ontario Water Resources Act, and the Owner shall agree in the subdivision agreement to obtain such approvals prior to construction of the stormwater management facilities occurring.
34. The Owner agrees in the subdivision agreement with the Township to provide and maintain a barrier fence, and other sediment controls, as appropriate, prior to the commencement of topsoil stripping or other construction activities to the satisfaction of the Township and Credit Valley Conservation.
35. The Owner agrees in the subdivision agreement with the Township to provide to the Township sufficient securities for the maintenance and monitoring of sediment and erosion control measures should further development not proceed, which securities shall be to the satisfaction of the Township's Treasurer.
36. The Owner agrees in the subdivision agreement with the Township to supply to the satisfaction of the Township, a digital file of the "as constructed" public services in a format suitable for use by the Township and compatible with the current version of AutoCAD being used by the Township/and or its consulting engineers. The Owner further agrees that the Township may also include in the subdivision agreement the requirement that the Owner supply, and/or pay for the supply, to the satisfaction of the Township, a digital compatible file of the "as constructed" public services, including the public water supply in a format suitable for use by the Township and compatible with the current version of AutoCAD being used by the Township and its consulting engineers, in

accordance with such timing as the Township Engineer or the water system operator may require.

37. The Owner agrees in the subdivision agreement with the Township to have a qualified Arborist certify that all trees planted by the Owner are disease free, healthy, and are installed to the satisfaction of the Township, after planting and prior to the assumption of the public services.
38. That the Owner agrees in the subdivision agreement with the Township that topsoil, equipment, or materials may only be stockpiled to the satisfaction of the Township. The Owner further agrees there will be no stockpiling on any lands being conveyed to the Township or on other adjacent lands owned by the applicant unless permitted in writing by the Township Engineer.
39. The Owner agrees to have prepared before final approval, by a qualified Consulting Engineer(s) and submitted to the Township for approval, the following reports, based on Terms of Reference, as approved by the Township. The reports must be approved prior to the approval of the Engineering Submission. Recommendations from the reports will be implemented in the detailed design process to the satisfaction of the Township. All reports and studies must conform to the Draft Plan of Subdivision as described in condition no. 1, (subject to any redline revisions agreed to between the Township, Owner and approval authority).

a) Functional Servicing Report to the satisfaction of the Township and CVC.

The Report will describe, in detail, the means whereby stormwater will be conducted from the site to a receiving body, and also the means whereby erosion, sedimentation, and their effects will be contained and minimized on the site both during and after the construction period. The Report shall also assess water balance and infiltration, other than soakaway pits, which soakaway pits are not agreeable to the Township nor are soakaway pits to be included as part of the design, to deal with stormwater management. The Report shall also address measures to minimize the long term maintenance of the stormwater facilities while ensuring that the stormwater management facilities function appropriately. The Owner acknowledges that monies shall be deposited with the Township as contribution to the long term maintenance of the stormwater facilities.

The Owner agrees that all facilities for stormwater management purposes, including the infiltration facilities, if any, shall be operational, or otherwise secured, to the satisfaction of the CVC and the Township, prior to the issuance of final approval;

In addition, the appropriate permits will be required from the CVC, pursuant to Ontario Regulation 160/06, (the Regulation of Development, Interference with

Wetlands and Alterations to Shorelines and Watercourses) for any works within the Regulation limit.

- b) Siltation, Sedimentation, and Erosion Control Report to provide recommendations for the control, maintenance and monitoring of sediment during all phases of construction and to address erosion control issues specific to the Draft Plan of Subdivision, to the satisfaction of the Township and CVC;
- c) Geotechnical Report to the satisfaction of the Township and CVC to address potential impacts to groundwater as a result of servicing, including any requirements for dewatering during construction, minimize impacts to the valley slopes, provide recommendations for the pavement design of internal roads, requirements for subdrains and design information for building foundations;
- d) Environmental Management Plan incorporating a Tree Preservation and Inventory Report prepared by a qualified Environmental Consultant/Landscape Architect or Arborist which identifies existing trees and other vegetation and provide means of protection, restoration and enhancement through appropriate plans or other measures including edge management and a homeowners guide, to the satisfaction of the Township and CVC. The Plan shall also include any recommendations from the Environmental Impact Study and Supplemental Reports prepared by Ecoplans. The Plan shall also contain a butternut health assessment undertaken by a designated Butternut Health Assessor. The Plan shall identify measures, to the satisfaction of Ministry of Natural Resources, for protection of retainable trees in keeping with the Endangered Species Act 2007, including the need to protect their rooting zone from disturbance;
- e) Environmental Site Assessment and Remediation Report to assess real property to be conveyed to the Township to ensure that such property is free of contamination. If contamination is found, the consultant will determine its nature and the requirements for its removal and disposal at the Owner's expense. Prior to the registration of the Subdivision Plan, the consultant shall certify that all properties to be conveyed to the Township are free of contamination and that the lands and topsoil are free of contamination, and the Owner shall provide such environmental warranties and undertakings to the satisfaction of the Township Solicitor. The Owner shall also provide prior to any servicing of the subdivision lands a Ministry of Environment acknowledged Record of Site Condition for the subdivision lands that has been certified by a Qualified Person, as that term is defined in O. Reg. 153/04, as amended, indicating that the environmental condition of the subdivision lands is suitable for the proposed uses.
- f) Wastewater Report which report shall detail the planned servicing of the Draft Plan of Subdivision. This report shall include a monitoring program for

adjacent wells and the details of the design of the private septic systems for the development including nitrate removal systems. The report is to be prepared to the satisfaction of the Township, the Town of Orangeville, and the CVC. The Owner agrees that the servicing of the development for wastewater treatment is by privately owned means by private owners, with each lot being serviced by an individual septic system, including a nitrate removal system, and such servicing is not through public means, and such systems shall be designed by a septic system specialist in accordance with all applicable law, including the Building Code Act. It is specifically acknowledged and agreed by the Owner that the Township is not agreeing to execute or enter into a responsibility agreement to provide public wastewater treatment for this development. It is further acknowledged that as the Owner has proposed tertiary treatment systems for nitrate removal as part of the private septic systems for nitrate removal that the Township is not responsible for supervising, inspecting, monitoring or guaranteeing that such systems are operational;

- g) Water Supply Servicing Report which report shall detail the planned water supply servicing of the Draft Plan of Subdivision and which report shall be prepared to the satisfaction of the Township Engineer. This report shall include design and specifications for the following:
- a. Existing water supply well (Pullen Well);
  - b. Proposed standby well;
  - c. Pump house structure and associated electrical supply and equipment;
  - d. Proposed treatment equipment and operating procedures;
  - e. Location and size of proposed water storage reservoir;
  - f. Proposed location, pipe sizes and design of pressure zones for water distribution system;
  - g. Appropriate performance and quality testing; and,
  - h. Addressing any other water supply matters that the Township Engineer may require;

The Owner also agrees that prior to final approval it shall demonstrate to the satisfaction of the Township Engineer and the Township Hydrogeologist that the proposed well(s) to be located on Block 64 and surrounding environs are adequately protected and comply with the Clean Water Act and the regulations thereunder. The Owner further agrees and acknowledges that the present subdivision design is premised on preliminary information for the water supply servicing of the Draft Plan of Subdivision and that further design/lotting changes may be necessary within the draft plan of subdivision to satisfy the Township with respect to this clause. Furthermore, the Owner agrees that at a minimum it shall supply adequate documentation to the satisfaction of the Township Engineer and the Township Hydrogeologist to demonstrate that on site private septic system(s) may be installed on Lots 5



to 9 and Lot 52 prior to the registration of said Lots given the provisions of the Clean Water Act and regulations thereunder.

- h) Traffic Impact Study, which is to be prepared to the satisfaction of the Township and the County of Dufferin, and which shall include consideration of signage and the impacts of the proposed development on Dufferin County Road #16;
  - i) Supplemental Aggregate Mitigation Study, which report is to be prepared to the satisfaction of the Township and the Ministry of Natural Resources and which study shall provide appropriate mitigation measures with respect to the adjacent aggregate operation. Such report shall be supplemental to the prior 2006 report filed by the Owner.
40. That the Owner shall agree in the subdivision agreement with the Township to have prepared, by a qualified Engineer, and submitted to the Township for approval, a detailed Engineering Submission for each phase of construction. Engineering drawings shall reflect the recommendations of all reports and studies requested as conditions of approval. All aspects of the servicing design must be in accordance with the appropriate requirements of the applicable legislation, including any applicable Class Environmental Assessments and the Owner must provide documentation to confirm compliance with same. The Engineering Submission shall be incorporated as part of the approved drawings under the Subdivision Agreement, and shall be completed and approved prior to the execution of the Subdivision Agreement, and prior to final approval of the Plan.
41. That the Owner shall agree in writing to satisfy all the requirements, financial or otherwise of the Township with regard to supply, distribution and storage of municipal water.
42. The Owner shall agree that prior to final approval, it shall be demonstrated to the satisfaction of the Township that adequate means of providing potable water supply shall be available through fulfillment of the requirements of the Environmental Assessment Act. It is noted that the Ministry of Environment may not provide an approval or sign off under the Class Environmental Assessment process, as the process requires the issuance of a Notice of Completion, and either expiry of the timeframe under the Notice of Completion by which expiry the approval comes into place, or alternatively during that timeframe by a request by a stakeholder for a Part II Order from the Minister of Environment under which the Minister makes a determination on the request.
43. The Owner shall agree that prior to final approval, a Permit to Take Water from the Ministry of the Environment for the existing Pullen Well and the proposed standby well shall be issued, subject to the approval of the Township Engineer. The Owner shall request that the Township jointly make application with the Owner to the Ministry of Environment for the issuance of the Permit to Take

Water and it shall be noted on said application that the wells are to be ultimately transferred to the ownership of the Township.

44. The Owner shall agree to fulfill all the requirements for a municipal residential drinking water system as required by Part V of the Safe Water Drinking Act and O. Reg. 170/03 (Drinking Water Systems Regulation). All documents submitted to the Ministry of Environment shall clearly indicate that the final owner of the drinking water system shall be the Township. All such documentation shall be to the satisfaction of the Township Engineer prior to any documents being submitted to the Ministry of Environment.
45. The Owner shall agree that it shall incur the cost for the design, installation and construction of the water supply system and all necessary appurtenances thereto to the satisfaction of the Township. The Owner shall agree that the Township Engineers shall design those components of the water supply system as required by the Township in the subdivision agreement with the Township. The Owner agrees that the water supply system works and improvements shall be operational or financially secured to the satisfaction of the Township prior to final approval of the subdivision (or of any phase of the subdivision, if the development is phased) being granted.
46. The Owner shall dedicate gratuitously to the Township all lands and easements required for the water supply system, including but not limited to any well and/or pumphouse blocks which may be redlined on the draft plan of subdivision, all of which shall be free and clear of all encumbrances. The Owner shall dedicate gratuitously to the Township the works and improvements which form the water supply system in accordance with the Township requirements for the operation, maintenance and assumption of said works, and ensure that an adequate municipal water system is in place for the subdivision, all to the satisfaction of the Township.
47. That the Owner shall agree in the subdivision agreement with the Township to conduct a survey of the property to identify all existing wells related to the former use of the lands. The Owner further agrees to decommission any existing, redundant wells in accordance with the O. Reg 903 of the Ontario Water Resources Act, prior to commencing the development of these lands to the satisfaction of the Township. Copies of the abandonment logs are to be submitted prior to completing any grading activities.
48. The Owner agrees that each of the lots shall be made suitable for the installation of an individual private subsurface sewage disposal system, including the tertiary treatment system for nitrate removal (hereinafter referred to as the private septic system(s)). The design of such private septic system(s) shall at a minimum meet the standards set out by the *Ontario Building Code Act*, and the regulations thereto to the satisfaction of the Chief Building Official with authority for the Township. The Owner shall install private septic systems on all building lots, including Lots 1 to 52 and including the Lots formed by the combination of Blocks

53 to 63 on this Plan and those Blocks being Blocks 30 to 40 under File 22-T-02002). In addition, the overall design of the private septic system(s) for the Plan shall be to the satisfaction of the Township Engineer and the detailed site plan(s) as set out below shall be to the satisfaction of the Township Engineer. Should any lot be deemed by the Township Engineer to be unsuitable for such system, such lot shall be combined with other lots or blocks, as the case may be.

The Owner further agrees to meet the following requirements in the design of the private septic system(s):

- a) The Master Development Plan, a component of the engineering drawings, shall illustrate building envelopes, suggested dwelling sitings, rear yard activity areas, driveways and private septic system envelopes with the corresponding grading and drainage requirements and design evaluations;
- b) The Master Development Plan shall be based on consideration of the soils and water table on site, as determined by monitoring of standpipes and such other soils investigations as are required;
- c) The engineering design team preparing the final engineering drawings for the subdivision shall include a specialist in private septic systems and lot grading to ensure the integration of sewage treatment considerations (including raised beds, if necessary) into the grading plans. Such specialist shall also have experience with the design, construction and installation of tertiary treatment system for nitrate removal;
- d) Private septic systems shall be designed generally in accordance with the engineering reports prepared by the Owner's Engineer. The Township, the Chief Building Official and Credit Valley Conservation may approve any deviations from the approved design concept as they deem appropriate;
- e) Both a primary and a reserve area for the private septic system(s) shall be provided on each lot. The size of the areas provided shall be related to the percolation rate of the existing native soils and the dwelling characteristics;
- f) Each leaching bed design shall be based on post-grading soils and water table conditions determined by a test pit excavated within the proposed leaching bed area and inspected by the Township and/or Chief Building Official;
- g) Consideration should be given to the potential for changes in the water table and the stormwater quantity and quality ponds; Wherever possible, the distance between leaching beds and the above should be maximized;
- h) In order to prevent erosion of the leaching beds, the soils in the bed and related drainage swale areas shall be stabilized by hydroseeding immediately

after bed construction. Areas on raised beds adjacent to and on the tapers shall be sodded immediately on completion;

- i) The engineering plans shall include drawings indicating the amount of cut and fill required to achieve the grading and drainage required and these plans shall be reviewed and approved by the private septic system specialist in order to determine the effect of the grading on the operation of the leaching beds. The characteristics and placement method of imported fill to be placed in areas where the private septic systems are to be constructed shall be approved by the private septic system specialist and the Township and Chief Building Official;
- j) During road and drainage system construction, vehicular traffic must be kept off the private septic system areas to prevent soil compaction. No building materials or soil should be stockpiled in private septic system envelopes;
- k) Where on-lot infiltration techniques, not to include soakaway pits, are proposed, consideration should be given to the potential impact of infiltration on the functioning of the leaching beds;
- l) Prior to the issuance of a building permit for a private septic system, the following conditions must be fulfilled to the satisfaction of the Township and the Chief Building Official:
  - i. The primary and secondary drainage swales shall have been completed to ensure that all leaching bed areas are adequately drained prior to the construction of a private septic system;
  - ii. A qualified Consulting engineer, together with a specialist in the design and installation of private septic systems, shall be retained to submit the necessary detailed site plan with each application for a municipal approval of the detailed site plan and a building permit for the private septic system(s);
  - iii. Tertiary treatment systems for nitrate removal shall be designed by the same Consulting engineer and private septic system design specialist as above;
  - iv. The same Consulting engineer and private septic system design specialist shall also be jointly responsible for:
    1. Preparation of a detailed individual site plan which illustrates all proposed buildings and structures, their elevation, the driveway and activity areas (including showing any area proposed for a swimming pool) and the location of the septic tank, pump tank or siphon (if

required), the detailed design of the leaching bed and the reserve leaching bed (and where a fully or partially raised leaching bed is proposed, a detailed cross-section), the detailed design and location of the tertiary treatment system for nitrate removal, all existing and proposed grades including retaining walls or terraces, natural features and vegetation (existing and to be removed), the method of disposing of stormwater (drainage swales, directions and grades) and all erosion control and sedimentation features, all of which must be shown. Existing and proposed grades must be provided.

2. Obtaining approval from the Township Engineer indicating that the proposed grading conforms to the Master Development Plan;
  3. Inspection of one or more test pits and the preparation of a grain-size analysis and water table evaluation report. Where imported fill material is required, the Consulting Engineer/private septic system design specialist shall provide a detailed grain-size analysis report on the proposed fill and shall obtain Township and Chief Building Official approval prior to placement on the site;
  4. For raised beds, supervision of the laying out, excavation and scarification of the leaching bed bottom and placement of fill to ensure compliance with design and grading criteria;
  5. Prior to authorizing the construction of the leaching bed, the Consulting Engineer and private septic system design specialist will obtain confirmation that the dwelling has been constructed in the location and to the grades indicated in the approved site plan; and
  6. Providing details of any tertiary treatment system for nitrate removal to be included for any private septic system(s) including the provision of such documentation as the Township and the Chief Building Official determine is necessary;
- m) Following the completion of construction, the Consulting Engineer and private septic system design specialist shall be responsible for:
1. Provision of a Certificate of Compliance for each lot within the subdivision stipulating that all grades and private septic system(s), including all its details have been constructed according to the approved design, including the tertiary treatment system for nitrate removal; and
  2. Provision of certified "as constructed" drawings of the private septic system of each lot in a digitized electronic format acceptable to the Township;

- n) The Owner shall provide to the lot purchaser a copy of the site plan and a copy of the Home Owner's Manual (approved by the Township), and a copy of the operating manual and the maintenance agreement for the private septic system, and for the tertiary treatment system for nitrate removal;
- o) The Home Owners' Manual shall include a clause stating that private septic systems should be regularly serviced by the pumping of sludge and septage from the septic and pump or siphon tanks. The Home Owners' Manual should also provide details with respect to the local environment and pay particular attention to the potential impacts of misuse of the private septic system on the aquatic environment in and adjacent to the site. The Home Owners' Manual shall also include documentation to the satisfaction of the Township Engineer and the Chief Building Official with respect to the operation, maintenance, repair and replacement of the tertiary treatment system(s) for nitrate removal. The documentation shall include an acknowledgement that should the tertiary treatment system for nitrate removal fail at any time in the future that the home owner is obligated to replace said tertiary treatment system for nitrate removal with a replacement unit to the satisfaction of the Chief Building Official; and
- p) It is acknowledged that the primary responsibility of the Township Engineer is with respect to the general design of the sewage system(s) and the grading of the Plan, whereas, the design of the individual private septic system(s), including the tertiary treatment system for nitrate removal, is subject to the *Ontario Building Code Act* and the regulations thereunder. Should any of the provisions of this paragraph conflict with the *Ontario Building Code Act* and the regulations thereunder, it is agreed that the *Ontario Building Code Act* and the regulations thereunder govern.
49. The Owner shall agree upon construction of tertiary treatment system(s) on individual lot(s) to have the monitoring of the tertiary treatment systems for nitrate removal carried out in accordance with the Tertiary Treatment Septic Systems Monitoring Plan of November 24, 2007, prepared by Terraprobe Limited.
50. Upon approval of this Plan, (together with the approval of Plan under File No. 24T-02002), the Owner shall implement and carry out the groundwater monitoring program in accordance with the Groundwater Monitoring Program of July 22, 2009, prepared by Terraprobe Limited for the Development Block (Block 44 on Plan 24T-02002).
51. Upon approval of this Plan, the Owner shall implement and carry out the groundwater monitoring program in accordance with the Groundwater Monitoring Program for the Valleygrove Wetland of July 23, 2009, prepared by Terraprobe Limited.

52. That the subdivision agreement between the Owner and the Township contain provision(s) incorporating the provisions of condition 48 to the satisfaction of the Township, Town of Orangeville, Credit Valley Conservation and the County of Dufferin. The subdivision agreement shall also contain clauses regarding the requirement for a clause to be contained in the Agreement of Purchase and Sale for each lot advising that the lot is serviced by a private septic system, including a tertiary treatment system for nitrate removal, and also advising the purchaser that an information package will be provided to the purchaser with detailed information regarding the nature, operation and maintenance of the private septic system, including the nature, operation and maintenance of the tertiary treatment system for nitrate removal, all to the satisfaction of the Township.
53. Prior to the registration of the Plan of Subdivision, the Owner shall submit at its cost to the Township for review and to the County of Dufferin for review and approval:
- a) Engineering drawings, including a copy of the Master Development Plans for the subdivision; and
  - b) A copy of the descriptive Home Owners' Manual which provides information regarding the characteristics of the private septic systems proposed (or constructed) on the lots and the required operations and maintenance instructions.
54. That the Owner shall agree in the subdivision agreement with the Township to plant a minimum of two (2) trees per lot and, in addition, shall provide landscaping of those lands in the landscape buffer to the satisfaction of the Township.
55. Before final approval, the Owner shall agree in the subdivision agreement in wording acceptable to the Upper Grand District School Board, to undertake the following:
- a) Provide adequate sidewalks if required, lighting and snow removal within the Plan of Subdivision for the children to walk safely to school.
  - b) Provide the Upper Grand District School Board with a digital file of the Plan of Subdivision in either ARC/INFO export or DXF format containing the following information: parcel fabric and street network.
  - c) Pay the Education Development Charges prior to the issuance of a building permit.
  - d) Reach an agreement regarding the supply and erection of a sign, at the Owner's expense and according to the Board's specifications.

56. That the Owner in the subdivision agreement shall agree to include the following warning clauses in all Offers of Purchase and Sale of residential lots until the permanent school for the area has been completed:
- a) "Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school."
  - b) "That the purchasers agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board."
57. The Owner agrees to erect and maintain information signs at all major entrances to the proposed development advising the following: "Please be advised that students may be accommodated elsewhere on a temporary basis until suitable permanent pupil places, funded by the Government of Ontario, are available." These signs shall be to the Dufferin-Peel Catholic School Board's specifications, at locations determined by the Board and erected prior to registration. The location of any signs shall also be subject to approval by the Township. This requirement shall be included in the subdivision agreement between the Township and the Owner.
58. That the Owner agrees that where a condition of approval requires the preparation of a report, study, or plan, the Owner shall:
- a) Carry out, or cause to be carried out, the study, report or plan, at the Owner's expense, prior to final approval, except in those circumstances that may be specifically authorized by the approving agency(s);
  - b) Carry out, or cause to be carried out, the recommendation(s) or work(s) prescribed in the approved study, report, or plan, prior to final approval, except in those circumstances that may be specifically authorized by the approving agency(s), and;
  - c) The Owner agrees to maintain its account in good standing with the Township for reimbursement to the Township of Township expenses for outside consultant and legal services rendered to obtain approval, review, processing, registration and implementation of this draft Plan of Subdivision.
59. Before final approval, the Owner shall agree in the subdivision agreement in wording acceptable to the Township, to undertake the following:



- i. Consult with Canada Post to determine suitable locations for the placement of Community Mailboxes and to indicate that the locations on appropriate servicing plans.
  - ii. Prior to offering any residential units for sale, to place a "Display Map" on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Mailbox site locations, as approved by Canada Post and the Township.
  - iii. Include in all Offers of Purchase and Sale a statement which advises the prospective purchaser that mail delivery will be from a designated Community Mailbox and to include the exact locations (list of lot numbers) of each of the Community Mailbox locations.
  - iv. Provide the following for each Community Mailbox site and include these requirements on appropriate servicing plans:
    - An appropriately sized sidewalk section (concrete pad), as per Canada Post specifications, upon which to place the Community Mailboxes;
    - Any required walkway across the boulevard, as per municipal standards; and,
    - Any required curb depressions for wheelchair access.
  - v. Determine and provide a suitable temporary Community Mailbox location which may be utilized by Canada Post until the completion of the permanent Community Mailbox site(s).
60. The Owner agrees in the subdivision agreement to provide to the Township confirmation from the telecommunication company, cable company, gas company and Hydro One, that arrangements have been made to their respective satisfaction for the installation of such utilities and services, including underground services in the Draft Plan of Subdivision, (provided cable and gas services are available).
61. The Owner agrees to warning clauses to be contained within the Township's subdivision agreement together with the provision of warning statements in all Offers of Purchase and Sale to provide notice to prospective purchasers regarding surrounding land uses. The clauses and warning statements are as follows:
- a) Potential noise and odour disturbances may emanate from neighbouring properties including those noises and/or odour caused by area agricultural

operations, the operation of the adjacent aggregate pit, and Dufferin County Road #16;

62. The Owner agrees to pay all Township and County of Dufferin fees, charges, levies and development charges as may be required for the development.
63. That prior to final approval, all portions of the lands not previously and extensively disturbed shall be archaeologically assessed by a qualified consultant to the satisfaction of the Ministry of Culture. Any significant resources on the lands shall be removed and documented through excavation prior to construction or preserved intact.
64. The Owner agrees in the subdivision agreement to agree to a term that requires the Owner to file correspondence from the Ontario Provincial Police confirming that the advice of the Ontario Provincial Police regarding recommendations on security measures for the development of the Plan have been followed prior to registration of the Plan.
65. That prior to final approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) is to be advised in writing by the Township how conditions 2-48, condition 50 in part, conditions 53 to 62 and condition 64 have been satisfied. It is noted that condition 44 is to be cleared by the provision of the applicable Certificate of Approval and that the Township clearance of condition 50 is with respect to the last sentence only re access.
66. That prior to final approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) is to be advised in writing by the County of Dufferin how conditions 8, 16, 33, 39(h), 52 and 53 have been satisfied.
67. That prior to final approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) is to be advised in writing by Credit Valley Conservation how conditions 17, 23-25, 33, 34, 39a), 39b), 39c) 39d), 39f) and conditions 49 to 52 have been satisfied.
68. That prior to final approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) is to be advised in writing by the Town of Orangeville how conditions 39f), 50 and 52 have been satisfied.
69. That prior to final approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) is to be advised in writing by the Ministry of Natural Resources how condition 39d) in relation to the butternut trees and condition 39i) have been satisfied.

70. That prior to final approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) is to be advised in writing by Ministry of Culture how condition 63 has been satisfied.
71. The Owner agrees that Draft Approval shall apply for three (3) years from the date of issuance of Draft Approval.

**Notes:**

The Owner is hereby advised:

- a) That pursuant to Section 69 of the *Planning Act*, the Owner will be required to pay processing fees to the Township for each final approval of this Subdivision, in accordance with the Township By-law, as amended from time to time. Fees are also required by the Township for each application to extend Draft Approval and for Major Revisions to the Draft Plan or conditions.
- b) That Township and County of Dufferin Development Charges will be payable in accordance with the applicable municipal Development Charges by-laws.
- c) That Development Charges of the respective School Boards and Hydro One are payable in accordance with their respective Development Charge requirements.
- d) A copy of the draft and the executed subdivision agreement should be provided by the Owner to the County of Dufferin, CVC, School Boards, Canada Post, Hydro One and other utilities to facilitate the clearance of conditions.
- e) It is the Owner'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 Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) quoting the Ministry File Number 22-T-04004.
- f) Clearance is required from the following agencies as well as any other public utilities referenced by the draft plan conditions:
  - i. Township of Amaranth  
R.R.7  
Orangeville, Ontario  
L9W 2Z3
  - ii. Credit Valley Conservation  
1255 Old Derry Road  
Mississauga, Ontario  
L5N 6R4
  - iii. Ministry of Culture  
900 Highbury Avenue  
London, Ontario  
N5Y 1A4
  - vii. Ministry of Natural Resources  
2284 Nursery Road  
Midhurst, Ontario  
L0L 1X0

viii. Town of Orangeville  
87 Broadway  
Orangeville, Ontario  
L9W 1K1

- g) All measurements in the Final Plan of Subdivision must be presented in metric units.

**Registration**

- h) The Final Plan of Subdivision approved by the Minister must be registered within (30) thirty days or the Minister may withdraw his approval under Section 51 of the *Planning Act*.

# ATTACHMENT "4"

**DRAFT PLAN OF SUBDIVISION**  
 MONROE FOREST COUNTRY ESTATES (SOUTH)  
 PART OF THE EAST HALF OF LOT 2, CONGRESSION 1, TOWNSHIP OF AMARANTH, COUNTY OF DIFFERIN.

SCALE: 1:12.5

**INFORMATION REQUIRED:**  
 WHICH SECTION 14(1) OF THE Planning Act, 1998.  
 1. THE NAME OF THE APPLICANT.  
 2. THE DATE OF THE PLAN.  
 3. THE DATE OF THE SURVEY.

**SURVEYOR'S CERTIFICATE:**  
 I, the undersigned, being a duly qualified and licensed Surveyor, do hereby certify that the foregoing is a true and correct copy of the original plan as filed in my office.

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**OWNER'S CERTIFICATE:**  
 I, the undersigned, being the owner of the land shown on the above plan, do hereby certify that the above plan is a true and correct copy of the original plan as filed in my office.

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

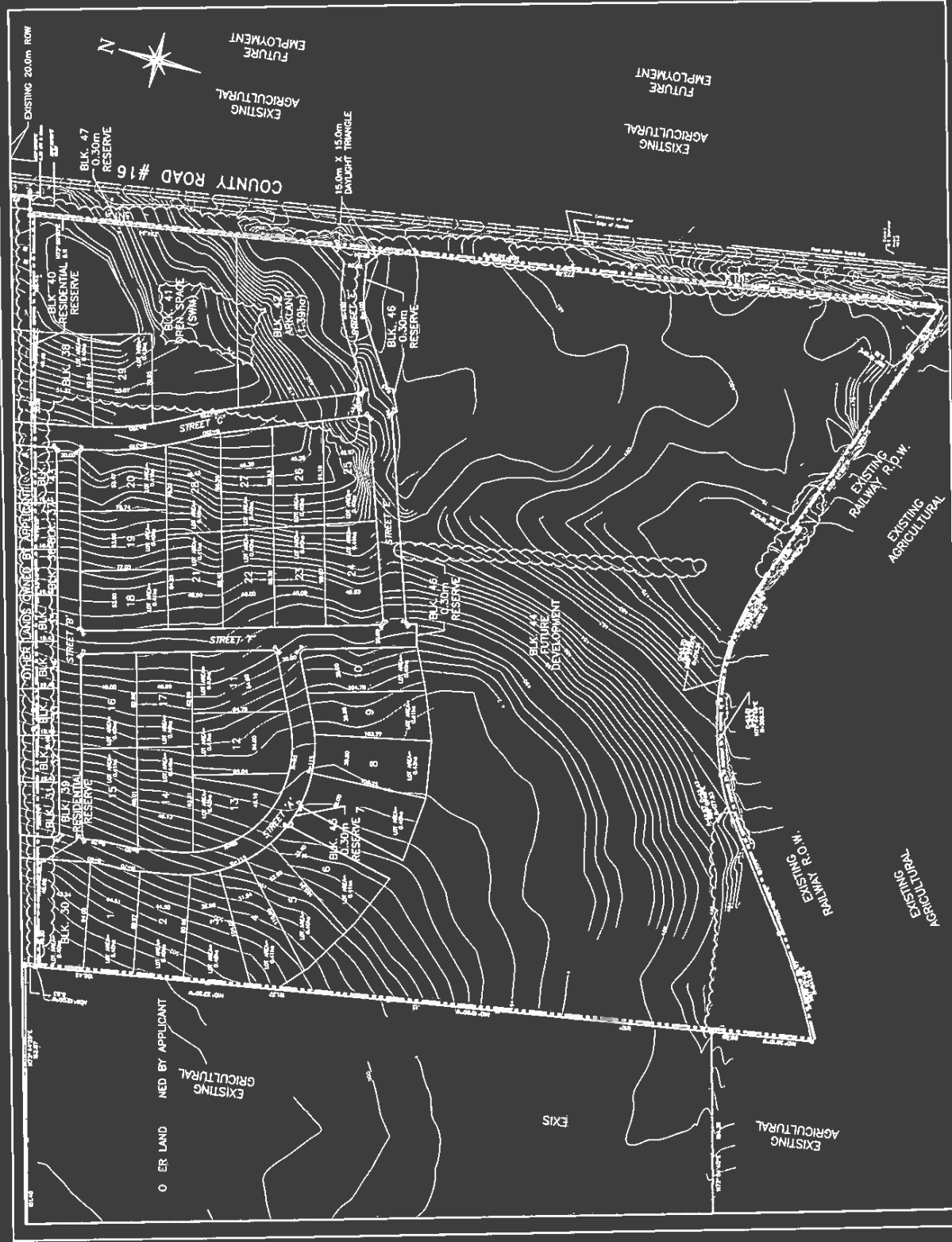
LAND USE SCHEDULE:	LAND USE	AREA (ha)
LOTS 1-19	RESIDENTIAL	11.97 28.57
BLKS. 30-40	RESIDENTIAL RESERVE	1.39 3.43
BLK. 41	OPEN SPACE	2.50 5.68
BLKS. 42-43	PARKLAND	1.49 3.68
BLK. 44	FUTURE DEVELOPMENT	23.82 56.35
BLK. 45-47	0.3m RESERVE	0.02 0.05
<b>TOTAL</b>	<b>ROADWAY</b>	<b>44.24 100.52</b>
		<b>44.24 100.52</b>

**REVISIONS:**

NO.	DESCRIPTION	DATE
1	AS SHOWN	
2	FOR RECORD	
3	FOR RECORD	
4	FOR RECORD	
5	FOR RECORD	
6	FOR RECORD	
7	FOR RECORD	
8	FOR RECORD	
9	FOR RECORD	
10	FOR RECORD	

**BI GROUP**

**HAMOUNT INVESTMENTS LTD.**



**ATTACHMENT #5**

**CONDITIONS OF DRAFT PLAN APPROVAL**  
**HAMOUNT INVESTMENTS LTD.**

Applicant: Hamount  
Investments Ltd.  
File Number: 22 T 02002  
Municipality: Township of  
Amaranth  
Subject Lands: Part of East Half of  
Lot 2, Con 1

Date of Decision:  
Lapsing Date:

**File Number: 22-T-02002 – Monora Forest Country Estates (South)**

The Minister's conditions and amendments to final plan approval for registration of this subdivision file Number 22-T-02002 are as follows:

**Conditions**

1. This approval applies to the Draft Plan of Subdivision by IBI Group re-issued for draft approval on July 17, 2009 showing twenty-nine (29) residential lots (Lots 1-29), eleven (11) residential reserve blocks (Blocks 30-40), one (1) open space (stormwater management) block (Block 41), two (2) parkland blocks (Blocks 42 and 43), one (1) Future Development Block (Block 44), three (3) 0.3m reserve blocks (Blocks 45-47), and internal Subdivision roads (Streets 'A', 'B', 'C', 'E', and 'F').
2. The Owner agrees, prior to final approval, to enter into a subdivision agreement to be registered on title to satisfy all requirements, financial, servicing, environmental, and otherwise to the satisfaction of the Township.
3. That the road allowances included in this draft plan shall be shown and dedicated gratuitously as public highways (by Certificate on the Plan).
4. That before final approval, the Owner agrees to provide lot/block frontage and area information to the Township to ensure that all lots/blocks conform to the Zoning By-law.
5. That before final approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) is to be advised by the Township that the plan of subdivision conforms to the Zoning By-law in effect.

6. The Owner shall prepare a preliminary community information map to the satisfaction of the Township, by consulting with the Township planning department to obtain the terms of reference, and based on such terms of reference shall submit for approval by the Township a preliminary community information map of the subdivision, together with any notice clauses that the Township may require, all of which is to occur prior to marketing or otherwise offering to sell any of the draft approved lots to builders or potential homebuyers. The approved map and notice clauses shall be posted in a prominent location in the sales office, if any, and a copy of the approved map and notice clauses shall be provided directly to potential purchasers. Further, the Owner shall agree in the subdivision agreement to provide a revised map and obtain execution of a notice schedule by each builder/homeowner which documents shall be submitted as part of the filings to the Township for its clearance of the requisite building permit application.
7. The Owner agrees that no works shall occur on the site until the Owner has entered into a subdivision agreement or pre-servicing agreement with the Township, unless otherwise specified.
8. That before final approval, the Owner shall carry out a traffic assessment for the Plan of Subdivision and confirm all access points to and from Dufferin County Road #16 to the satisfaction of the Township and/or County of Dufferin and/or provide evidence to the satisfaction of the Township that said assessment has been accepted by the County (and also has been accepted by the Township). The Owner further agrees that it shall implement those recommendations of the above report as may be required by the Township and/or the County of Dufferin, and shall fulfill all requirements of the Township and/or the County of Dufferin with regards to the design, construction, works, and approvals at the Owner's cost. The Owner further agrees that in preparing the report that, in addition to any other terms of reference that the Township or the County of Dufferin may require, that the following terms of reference shall be included:
  - a) A review of right of way width having regard to long-term needs;
  - b) Township design requirements for local roads, including providing for the standard additional width of turning lanes to Dufferin County Road #16 with any required adjustments to the width of the road allowance;
  - c) Investigation of methods to reduce or shield street light illumination, in order to reduce unneeded light pollution;
  - d) Coordination of the preparation of the study, review, and recommendations of this report with the study, review, and recommendations of the report in the following condition.



9. That the subdivision agreement between the Owner and the Township shall contain a clause whereby the Owner shall construct all internal Subdivision roads including those from Dufferin County Road #16 (herein collectively referred to as "the roads") to the Township standards, including meeting Township grading requirements, and the roads shall be named to the satisfaction of the Township.
10. That the subdivision agreement between the Owner and the Township shall contain a clause whereby the Owner shall provide standard pavement markings and traffic signage on all of the roads and at all proposed intersections within and related to the Plan of Subdivision to the Township's satisfaction.
11. That the subdivision agreement between the Owner and the Township shall contain a clause whereby the Owner shall provide street lighting to the satisfaction of the Township for the roads and shall make operational the street lighting on all of the roads within 90 days of the issuance of the first building permit.
12. That the subdivision agreement between the Owner and the Township and all offers of Purchase and Sale shall contain a clause stating that the maintenance of any retaining walls constructed within the Draft Plan of Subdivision shall be the responsibility of the Owner and subsequent Owners, and that no retaining wall shall exceed a maximum height of 1.5 metres on the exposed face, unless additional heights are authorized in writing by the Township Engineer. Retaining walls shall not be constructed upon lands to be transferred to the Township or other public authority, unless otherwise approved by the Township.
13. The Owner shall agree in the subdivision agreement to dedicate gratuitously all easements free and clear of any encumbrances to any public authority or utility, including, but not limited to the Township, cable, gas, hydro, or telecommunications companies, as may be required (and with respect to cable and gas services subject to such services being available). It recognized that these easements are in addition to any easements that may be shown on the plan.
14. The Owner agrees to dedicate gratuitously to the Township free and clear of any encumbrances Block 41 (open space), Blocks 42 and 43 (parkland), and Blocks 45, 46 and 47 (0.3 metre reserves along the south boundary of Street 'E', the frontage of Block 44 and the frontage of County Road # 16), which dedications shall be to the satisfaction of the Township Solicitor. In the alternative, the Township may direct through its solicitor that Block 47 may dedicated gratuitously to the County of Dufferin, and the Owner's solicitor shall provide documentation to the satisfaction of the Township solicitor should the Township so direct. The Owner agrees that the gratuitous dedication of Blocks 42 and 43 satisfy the parkland dedication provisions of section 51.1 of the Planning Act, and it is further acknowledged by the Owner that the dedication of lands, if any, over

and above the 5% of land included in the Plan, is made voluntarily by the Owner and without claims for any further compensation or setoff.

15. That the Owner agrees to have prepared before final approval, by a qualified Consultant and submitted to the Township for approval, a Park Development Plan for Blocks 42 and 43. The Plan will include grading detail to address the conversion of existing sloped areas into usable park space and will also include, but not be limited to, tot-lot playground equipment and a field sport area, including a soccer pitch/lacrosse field, pedestrian access from the west off of street A, trails, fencing, landscaping, grassing and/or sodding, lighting and amenities, including park equipment. The Plan will include details with respect to woodlot management on Block 43. Recommendations of the Plan will be implemented at the Owner's expense to the satisfaction of the Township. The Plan shall include the components of the conceptual Park Layout Plan as prepared by IBI Group dated February 12, 2009. It is noted that the Park Layout Plan is conceptual only and may be modified by the Township in consultation with the Owner, including surfacing the trail to the satisfaction of the Township and including an appropriate number of park benches.
16. That the Owner agrees that the List of Crops to Minimize Fertilizer Application prepared by Terraprobe Limited dated September 12, 2007, which sets out a list of permitted and acceptable crops which may be planted on Block 44, represents agricultural restrictions applicable to said Block, and the Owner further acknowledges that such agricultural restrictions shall be included in the Subdivision Agreement all to the satisfaction of the Township, Town of Orangeville, Credit Valley Conservation and the Ministry of Municipal Affairs and Housing. Should the Owner seek to add any different field crops to the permitted list, it shall obtain the written consent from the Township, in consultation with the Town of Orangeville, prior to the Owner so planting any different field crops.
17. The Owner agrees in the subdivision agreement with the Township to provide a minimum 3.0 metre landscape strip on Blocks 41 and 42, to create a visual barrier from Dufferin County Road #16, and augment existing vegetation. The Owner shall also agree in the subdivision agreement to submit a Landscape Plan, prepared by a qualified Landscape Architect, to the satisfaction of the Township and Credit Valley Conservation (CVC).
18. The Owner agrees to deposit a mylar copy of the Registered Plan of Subdivision with the Township, and provide the Township with computerized information in a format satisfactory to the Township.
19. The Owner agrees to dedicate gratuitously 15m x 15m visibility (daylight) triangles at the access to and from Dufferin County Road #16 to the Township, free and clear of all encumbrances, and such triangles shall be shown as part of the road allowances on the final plan. The Owner agrees to dedicate gratuitously daylighting triangles at all other intersections to the Township, free and clear of

- all encumbrances, and such triangles shall be shown as part of the road allowances on the final plan. All such dedications shall be to the satisfaction of the Township.
20. The Owner agrees in the subdivision agreement with the Township to construct all works, which must be considered temporary to facilitate the development of the subject property to the satisfaction of the Township and any other relevant public agency. These works may include but not be limited to, emergency access, temporary cul-de-sacs, and temporary stormwater facilities.
  21. The Owner agrees in the subdivision agreement with the Township to erect temporary fencing as required on the property, prior to the commencement of site works, to the satisfaction of the Township, and that the temporary fence shall be maintained and remain in place until such time as directed otherwise by the Township.
  22. The Owner agrees in the subdivision agreement with the Township to construct black vinyl chain-link fencing or other fencing if agreeable to the Township along the boundary of Blocks 41 and 42 to the satisfaction of the Township. The remainder of the boundary of the Plan shall be fenced to the satisfaction of the Township.
  23. That the subdivision agreement between the Owner and the Township contain a provision whereby the Owner agrees to carry out or cause to be carried out the following recommendations and measures to the satisfaction of Credit Valley Conservation and the Township prior to final approval:
    - a) A detailed Stormwater Management Report;
    - b) An Erosion Control Plan; and,
    - c) A detailed Grading Plan.
  24. That the subdivision agreement between the Owner and the Township contain a provision, in wording acceptable to Credit Valley Conservation whereby all required storm water management facilities and sediment and erosion control measures be installed, as approved by Credit Valley Conservation, prior to any site alteration.
  25. That the subdivision agreement between the Owner and the Township contain a provision whereby a qualified professional (acceptable to Credit Valley Conservation) is engaged to certify in writing that the works were constructed in accordance with the plans, reports and specifications, as approved by Credit Valley Conservation.
  26. The Owner agrees that grading plans shall be prepared and submitted to the satisfaction of the Township prior to final approval; and that all such grading

plans shall provide that the roads within the Plan of Subdivision meet the Township road design standards, and that such grades are also satisfactory to the Township Engineer and the Township's Director of Public Works. Should such grading not be satisfactory, the Owner specifically agrees that the Plan of Subdivision shall be redlined so as to make the grading acceptable and satisfactory to the Township. The Owner agrees in the subdivision agreement with the Township to have designed and constructed all grading, drainage, and servicing under the Township's jurisdiction to the satisfaction of the Township. The Owner further agrees and acknowledges that the present subdivision design is premised on a preliminary grading plan and that further design/lotting changes may be necessary within the draft plan of subdivision to satisfy Township standards. Recommendations of the detailed grading plan will be implemented to the satisfaction of the Township.

27. The Owner agrees in the subdivision agreement with the Township to provide two second order, second level Geodetic Benchmarks in suitable locations to the satisfaction of the Township.
28. That the Owner agrees in the subdivision agreement with the Township to locate and construct all driveways accessing municipal roads to the satisfaction of the Township.
29. Before final approval, the Owner agrees in the subdivision agreement with the Township to have prepared, by a qualified consultant, Architectural Design Guidelines including provisions for Streetscape, Landscape, Architectural, and Lighting standards for buildings and roadways to the satisfaction of the Township.
30. The Owner agrees in the subdivision agreement with the Township to stabilize all disturbed soil within 90 days of being disturbed. In addition, the Owner further agrees that the subdivision agreement shall incorporate the following term: "The Owner agrees to control, to the satisfaction of the Township, weeds on all of the Subject Lands except on the lots conveyed by the Owner to a third party, which third party shall be responsible for such weed control."
31. The Owner agrees in the subdivision agreement with the Township to provide a mud tracking pad for construction vehicles at the site entrance, and to direct construction traffic to and from the Draft Plan of Subdivision lands to Dufferin County Road #16.
32. The Owner agrees in the subdivision agreement with the Township that in the event that future development of the property is to be phased, a detailed development Phasing Plan must be submitted prior to final approval of the first phase of development. The Phasing Plan shall indicate the sequence of development, the land area in hectares, the number of lots and blocks in each phase, grading to minimize the total soil area exposed at a given time and construction of public services, including the provision of water supply servicing,

to the satisfaction of the Township. The phasing must also be reflected in all required reports. The Owner further agrees that the approval of this Plan is premised on the approval of the Plan under 22-T-04004, and that a phasing plan, if any, must address the Plans together comprehensively, including addressing dealing with the combination of Blocks 30 to 40 under this Plan and Blocks 53 to 63 of the Plan approved under 22-T-04004. The Phasing Plan is subject to the timing provision that the Phasing Plan include 22-T-02004, or part thereof as Phase 1. Furthermore, the Owner agrees that it shall not request final approval of this Plan without the final approval of 22-T-04004, unless a Phasing Plan has been approved by the Township to address the comprehensive nature of the Plans. The Owner further agrees to enter into any agreements to the satisfaction of the Township Solicitor, including Common Ownership Agreements, to ensure that lots formed by the appropriate northern Block under Draft Plan 22-T-04004 and the appropriate southern Block under this Draft Plan is registered at the same time and that ownership of the requisite Blocks is merged (so that the Block forming the Lot are owned by the same builder or homeowner). It is further agreed that the Draft Plan under this file and the Draft Plan 22-T-04004 may be registered as one final Plan, subject to clearance of all conditions for both draft Plans.

33. The Owner agrees in the subdivision agreement with the Township to design and construct the stormwater management facilities to the satisfaction of the Township, including those facilities to be located on Block 41 to the satisfaction of the Township, Credit Valley Conservation and the County of Dufferin. Stormwater management facilities are approved by the Ministry of the Environment pursuant to section 53 of the Ontario Water Resources Act, and the Owner shall agree in the subdivision agreement to obtain such approvals prior to construction of the stormwater management facilities occurring.
34. The Owner agrees in the subdivision agreement with the Township to provide and maintain a barrier fence, and other sediment controls, as appropriate, prior to the commencement of topsoil stripping or other construction activities to the satisfaction of the Township and Credit Valley Conservation.
35. The Owner agrees in the subdivision agreement with the Township to provide to the Township sufficient securities for the maintenance and monitoring of sediment and erosion control measures should further development not proceed, which securities shall be to the satisfaction of the Township's Treasurer.
36. The Owner agrees in the subdivision agreement with the Township to supply to the satisfaction of the Township, a digital file of the "as constructed" public services in a format suitable for use by the Township and compatible with the current version of AutoCAD being used by the Township and/or its consulting engineers. The Owner further agrees that the Township may also include in the subdivision agreement the requirement that the Owner supply, and/or pay for the supply, to the satisfaction of the Township, a digital compatible file of the "as

constructed" public services, including the public water supply in a format suitable for use by the Township and compatible with the current version of AutoCAD being used by the Township and its consulting engineers, in accordance with such timing as the Township Engineer or the water system operator may require.

37. The Owner agrees in the subdivision agreement with the Township to have a qualified Arborist certify that all trees planted by the Owner are disease free, healthy, and are installed to the satisfaction of the Township, after planting and prior to the assumption of the public services.
38. That the Owner agrees in the subdivision agreement with the Township that topsoil, equipment, or materials may only be stockpiled to the satisfaction of the Township. The Owner further agrees there will be no stockpiling on Block 44 or any lands being conveyed to the Township or on other lands owned by the applicant immediately south and west, unless permitted in writing by the Township Engineer.
39. The Owner agrees to have prepared before final approval, by a qualified Consulting Engineer(s) and submitted to the Township for approval, the following reports, based on Terms of Reference, as approved by the Township. The reports must be approved prior to the approval of the Engineering Submission. Recommendations from the reports will be implemented in the detailed design process to the satisfaction of the Township. All reports and studies must conform to the Draft Plan of Subdivision as described in condition no. 1 (subject to any redline revisions agreed to between the Township, Owner and approval authority).

a) Functional Servicing Report to the satisfaction of the Township and CVC.

The Report will describe, in detail, the means whereby stormwater will be conducted from the site to a receiving body, and also the means whereby erosion, sedimentation, and their effects will be contained and minimized on the site both during and after the construction period. The Report shall also assess water balance and infiltration other than soakaway pits, which soakaway pits are not agreeable to the Township nor are soakaway pits to be included as part of the design, to deal with stormwater management. The Report shall also address measures to minimize the long term maintenance of the stormwater facilities. The Owner acknowledges that monies shall be deposited with the Township as contribution to the long term maintenance of the stormwater facilities while ensuring that the stormwater management facilities function appropriately.

The Owner agrees that all facilities for stormwater management purposes, including the infiltration facilities, if any, and those located on Block 41, shall

be operational, or otherwise secured, to the satisfaction of the CVC and the Township, prior to the issuance of final approval;

In addition, the appropriate permits will be required from the CVC, pursuant to Ontario Regulation 160/06, (the Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses) for any works within the Regulation Limit.

- b) Siltation, Sedimentation, and Erosion Control Report to provide recommendations for the control, maintenance and monitoring of sediment during all phases of construction and to address erosion control issues specific to the Draft Plan of Subdivision, to the satisfaction of the Township and CVC;
- c) Geotechnical Report to the satisfaction of the Township and CVC to address potential impacts to groundwater as a result of servicing, including any requirements for dewatering during construction, minimize impacts to the valley slopes, provide recommendations for the pavement design of internal roads, requirements for subdrains and design information for building foundations;
- d) Environmental Management Plan incorporating a Tree Preservation and Inventory Report prepared by a qualified Environmental Consultant/Landscape Architect or Arborist which identifies existing trees and other vegetation and provide means of protection, restoration and enhancement through appropriate plans or other measures including edge management and a homeowners guide, to the satisfaction of the Township and CVC. The Plan shall also include any recommendations from the Environmental Impact Study and Supplemental Reports prepared by Ecoplans;
- e) Environmental Site Assessment and Remediation Report to assess real property to be conveyed to the Township to ensure that such property is free of contamination. If contamination is found, the consultant will determine its nature and the requirements for its removal and disposal at the Owner's expense. Prior to the registration of the Subdivision Plan, the consultant shall certify that all properties to be conveyed to the Township are free of contamination and that the lands and topsoil are free of contamination, and the Owner shall provide such environmental warranties and undertakings to the satisfaction of the Township Solicitor. The Owner shall also provide prior to any servicing of the subdivision lands a Ministry of Environment acknowledged Record of Site Condition for the subdivision lands that has been certified by a Qualified Person, as that term is defined in O. Reg. 153/04, as amended, indicating that the environmental condition of the subdivision lands is suitable for the proposed uses.;

- f) Wastewater Report which report shall detail the planned wastewater servicing of the Draft Plan of Subdivision. This report shall include a monitoring program for adjacent wells and the details of the design of the private septic systems for the development including nitrate removal systems. The report is to be prepared to the satisfaction of the Township, the Town of Orangeville, and the CVC. The Owner agrees that the servicing of the development for wastewater treatment is by privately owned means by private owners, with each lot being serviced by an individual septic system, including a tertiary treatment system for nitrate removal, and such servicing is not through public means, and such systems shall be designed by a sewage specialist in accordance with all applicable law, including the Building Code Act. It is specifically acknowledged and agreed by the Owner that the Township is not agreeing to execute or enter into a responsibility agreement respecting the provision of wastewater treatment servicing for this development. It is further acknowledged that, as the Owner has proposed tertiary treatment systems for nitrate removal as part of the private septic systems, the Township is not responsible for supervising, inspecting, monitoring or guaranteeing that such systems are operational;
- g) Water Supply Servicing Report which report shall detail the planned water supply servicing of the Draft Plan of Subdivision and which report shall be prepared to the satisfaction of the Township Engineer. This report shall include design and specifications for the following:
- i. Existing water supply well (Pullen Well);
  - ii. Proposed standby well;
  - iii. Pump house structure and associated electrical supply and equipment;
  - iv. Proposed treatment equipment and operating procedures;
  - v. Location and size of proposed water storage reservoir;
  - vi. Proposed location, pipe sizes and design of pressure zones for water distribution system;
  - vii. Appropriate performance and quality testing; and,
  - viii. Addressing any other water supply matters that the Township Engineer may require;

The Owner also agrees that prior to final approval of this Draft Plan that it shall demonstrate to the satisfaction of the Township Engineer and the Township Hydrogeologist that the proposed well(s) supplying this draft Plan are adequately protected and comply with the Clean Water Act and the regulations thereunder. The Owner further agrees and acknowledges that the present subdivision design is premised on preliminary information for the water supply servicing of the Draft Plan of Subdivision and that further design/lotting changes may be necessary within the draft plan of subdivision to satisfy the Township with respect to this clause.



- h) Traffic Impact Study, which is to be prepared to the satisfaction of the Township and the County of Dufferin, and which shall include consideration of signage and the impacts of the proposed development on Dufferin County Road #16;
  - i) Supplemental Aggregate Mitigation Study, which report is to be prepared to the satisfaction of the Township and the Ministry of Natural Resources and which study shall provide appropriate mitigation measures with respect to the adjacent aggregate operation. Such report shall be supplemental to the prior 2006 report filed by the Owner.
40. That the Owner shall agree in the subdivision agreement with the Township to have prepared, by a qualified Engineer, and submitted to the Township for approval, a detailed Engineering Submission for each phase of construction. Engineering drawings shall reflect the recommendations of all reports and studies requested as conditions of approval. All aspects of the servicing design must be in accordance with the appropriate requirements of the applicable legislation, including any applicable Class Environmental Assessments and the Owner must provide documentation to confirm compliance with same. The Engineering Submission shall be incorporated as part of the approved drawings under the Subdivision Agreement, and shall be completed and approved prior to the execution of the Subdivision Agreement, and prior to final approval of the Plan.
41. That the Owner shall agree in writing to satisfy all the requirements, financial or otherwise of the Township with regard to supply, distribution and storage of municipal water.
42. The Owner shall agree that prior to final approval, it shall be demonstrated to the satisfaction of the Township that adequate means of providing potable water supply shall be available through fulfillment of the requirements of the Environmental Assessment Act. It is noted that the Ministry of Environment may not provide an approval or sign off under the Class Environmental Assessment process, as the process requires the issuance of a Notice of Completion, and either expiry of the timeframe under the Notice of Completion by which expiry the approval comes into place, or alternatively during that timeframe by a request by a stakeholder for a Part II Order from the Minister of Environment under which the Minister makes a determination on the request.
43. The Owner shall agree that prior to final approval, a Permit to Take Water from the Ministry of the Environment for the existing Pullen Well and the proposed standby well shall be issued, subject to the approval of the Township Engineer. The Owner shall request that the Township jointly make application with the Owner to the Ministry of Environment for the issuance of the Permit to Take Water and it shall be noted on said application that the wells are to be ultimately transferred to the ownership of the Township.

44. The Owner shall agree to fulfill all the requirements for a municipal residential drinking water system as required by Part V of the Safe Water Drinking Act and O. Reg. 170/03 (Drinking Water Systems Regulation). All documents submitted to the Ministry of Environment shall clearly indicate that the final owner of the drinking water system shall be the Township. All such documentation shall be to the satisfaction of the Township Engineer prior to any documents being submitted to the Ministry of Environment.
45. The Owner shall agree that it shall incur the cost for the design, installation and construction of the water supply system and all necessary appurtenances thereto to the satisfaction of the Township. The Owner shall agree that the Township Engineers shall design those components of the water supply system as required by the Township in the subdivision agreement with the Township. The Owner agrees that the water supply system works and improvements shall be operational or financially secured to the satisfaction of the Township prior to final approval of the subdivision (or of any phase of the subdivision, if the development is phased) being granted.
46. The Owner shall dedicate gratuitously to the Township all lands and easements required for the water supply system, including but not limited to any utility blocks which may be redlined on the draft plan of subdivision, all of which shall be free and clear of all encumbrances. The Owner shall dedicate gratuitously to the Township the works and improvements which form the water supply system in accordance with the Township requirements for the operation, maintenance and assumption of said works, and ensure that an adequate municipal water system is in place for the subdivision, all to the satisfaction of the Township.
47. That the Owner shall agree in the subdivision agreement with the Township to conduct a survey of the property to identify all existing wells related to the former use of the lands. The Owner further agrees to decommission any existing, redundant wells in accordance with O. Reg. 903 of the Ontario Water Resources Act, prior to commencing the development of these lands to the satisfaction of the Township. Copies of the abandonment logs are to be submitted to the Township prior to completing any grading activities.
48. The Owner agrees that each of the lots shall be made suitable for the installation of an individual private subsurface sewage disposal system, including the tertiary treatment system for nitrate removal (hereinafter referred to as the private septic system(s)). The design of such private septic system(s) shall at a minimum meet the standards set out by the *Ontario Building Code Act*, and the regulations thereto to the satisfaction of the Chief Building Official with authority for the Township. The Owner shall install private septic system(s) on all building lots, including Lots 1 to 29 and including the Lots formed by the combination of Blocks 30 to 40 on this Plan and those Blocks being Blocks 53 to 63 under File 22-T-04004. In addition, the overall design of the private septic system(s) for the Plan

shall be to the satisfaction of the Township Engineer and the detailed site plan(s) as set out below shall be to the satisfaction of the Township Engineer. Should any lot be deemed by the Township Engineer to be unsuitable for such system, such lot shall be combined with other lots or blocks, as the case may be.

The Owner further agrees to meet the following requirements in the design of the private septic system (s):

- (a) The Master Development Plan, a component of the engineering drawings, shall illustrate building envelopes, suggested dwelling sitings, rear yard activity areas, driveways and private septic system envelopes with the corresponding grading and drainage requirements and design evaluations;
- (b) The Master Development Plan shall be based on consideration of the soils and water table on site, as determined by monitoring of standpipes and such other soils investigations as are required;
- (c) The engineering design team preparing the final engineering drawings for the subdivision shall include a specialist in private septic system(s) and lot grading to ensure the integration of sewage treatment considerations (including raised beds, if necessary) into the grading plans. Such specialist shall also have experience with the design, construction and installation of tertiary treatment system(s) for nitrate removal;
- (d) Private septic system(s) shall be designed generally in accordance with the engineering reports prepared by the Owner's Engineer. The Township, the Chief Building Official and Credit Valley Conservation may approve any deviations from the approved design concept as they deem appropriate;
- (e) Both a primary and a reserve area for the private septic system(s) shall be provided on each lot. The size of the areas provided shall be related to the percolation rate of the existing native soils and the dwelling characteristics;
- (f) Each leaching bed design shall be based on post-grading soils and water table conditions determined by a test pit excavated within the proposed leaching bed area and inspected by the Township and/or Chief Building Official;
- (g) Consideration should be given to the potential for changes in the water table and the stormwater quantity and quality ponds. Wherever

possible, the distance between leaching beds shall be maximized;

- (h) In order to prevent erosion of the leaching beds, the soils in the bed and related drainage swale areas shall be stabilized by hydroseeding immediately after bed construction. Areas on raised beds adjacent to and on the tapers shall be sodded immediately on completion;
- (h) The engineering plans shall include drawings indicating the amount of cut and fill required to achieve the grading and drainage required and these plans shall be reviewed and approved by the private septic system(s) specialist in order to determine the effect of the grading on the operation of the leaching beds. The characteristics and placement method of imported fill to be placed in areas where the sewage systems are to be constructed shall be approved by the private septic system(s) specialist and the Township and Chief Building Official;
- (i) During road and drainage system construction, vehicular traffic must be kept off the sewage system areas to prevent soil compaction. No building materials or soil should be stockpiled in private septic system (s) envelopes;
- (j) Where on-lot infiltration techniques not to include soakaway pits, are proposed, consideration should be given to the potential impact of infiltration on the functioning of the leaching beds;
- (k) Prior to the issuance of a building permit for a private septic system(s), the following conditions must be fulfilled to the satisfaction of the Township and the Chief Building Official:
  - i) The primary and secondary drainage swales shall have been completed to ensure that all leaching bed areas are adequately drained prior to the construction of a private septic system(s);
  - ii) A qualified Consulting engineer, together with a specialist in the design and installation of private septic system(s), shall be retained to submit the necessary detailed site plan with each application for a municipal approval of the detailed site plan and a building permit for the private septic system(s);
  - iii) Tertiary treatment systems for nitrate removal shall be designed by the same Consulting engineer and private septic system(s) design specialist as above;
  - iv) The same Consulting engineer and private septic system(s) design specialist shall also be jointly responsible for:

- 1) Preparation of a detailed individual site plan which illustrates all proposed buildings and structures, their elevation, the driveway and activity areas (including showing any area proposed for a swimming pool) and the location of the septic tank, pump tank or siphon (if required), the detailed design of the leaching bed and the reserve leaching bed (and where a fully or partially raised leaching bed is proposed, a detailed cross-section), the detailed design and location of the tertiary treatment system for nitrate removal, all existing and proposed grades including retaining walls or terraces, natural features and vegetation (existing and to be removed), the method of disposing of stormwater drainage swales, directions and grades) and all erosion control and sedimentation features, all of which must be shown. Existing and proposed grades must be provided.
  - 2) Obtaining approval from the Township Engineer indicating that the proposed grading conforms to the Master Development Plan;
  - 3) Inspection of one or more test pits and the preparation of a grain-size analysis and water table evaluation report. Where imported fill material is required, the Consulting Engineer/private septic system(s) design specialist shall provide a detailed grain-size analysis report on the proposed fill and shall obtain Township and the Chief Building Official approval prior to placement on the site;
  - 4) For raised beds, supervision of the laying out, excavation and scarification of the leaching bed bottom and placement of fill to ensure compliance with design and grading criteria;
  - 5) Prior to authorizing the construction of the leaching bed, the Consulting Engineer and private septic system(s) design specialist will obtain confirmation that the dwelling has been constructed in the location and to the grades indicated in the approved site plan; and
  - 6) Providing details of the tertiary treatment system for nitrate removal to be included for the private septic system(s) including the provision of such documentation as the Township and the Chief Building Official determine is necessary;
- (l) Following the completion of construction, the Consulting Engineer and private septic system(s) design specialist shall be responsible for:

- 1) Provision of a Certificate of Compliance for each lot within the subdivision stipulating that all grades and private septic system, including all its details have been constructed according to the approved design, including the tertiary treatment system for nitrate removal; and
  - 2) Provision of certified "as constructed" drawings of the private septic system(s) of each lot in a digitized electronic format acceptable to the Township;
- (m) The Owner shall provide to the lot purchaser a copy of the detailed site plan and a copy of the Home Owner's Manual (approved by the Township), and a copy of the operating manual and the maintenance agreement for the private septic system, including the tertiary treatment system for nitrate removal;
- (n) The Home Owners' Manual shall include a clause stating that private septic system(s) should be regularly serviced by the pumping of sludge and septage from the septic and pump or siphon tanks. The Home Owners' Manual should also provide details with respect to the local environment and pay particular attention to the potential impacts of misuse of the private septic system(s) on the aquatic environment in and adjacent to the site. The Home Owners' Manual shall also include documentation to the satisfaction of the Township Engineer and the Chief Building Official with respect to the operation, maintenance, repair and replacement of the tertiary treatment system(s) for nitrate removal. The documentation shall include an acknowledgement that should the tertiary treatment system for nitrate removal fail at any time in the future that the home owner is obligated to replace said tertiary treatment system for nitrate removal with a replacement unit to the satisfaction of the Chief Building Official; and
- (o) It is acknowledged that the primary responsibility of the Township Engineer is with respect to the general design of the sewage system(s) and the grading of the Plan, whereas, the design of the individual private septic system(s), including the tertiary treatment system for nitrate removal, is subject to the *Ontario Building Code Act* and the regulations thereunder. Should any of the provisions of this paragraph conflict with the *Ontario Building Code Act* and the regulations thereunder, it is agreed that the *Ontario Building Code Act* and the regulations thereunder govern.
49. The Owner shall agree upon construction of tertiary treatment system(s) on individual lots(s) to have the monitoring of the tertiary treatment systems for nitrate removal carried out in accordance with the Tertiary Treatment Septic

Systems Monitoring Plan of November 24, 2007, prepared by Terraprobe Limited.

50. Upon approval of the Plan, (together with the approval of the Plan under File No. 22-T-04004), the Owner shall implement and carry out the groundwater monitoring program in accordance with the South Lands Ground Water Monitoring Program of July 22, 2009, prepared by Terraprobe Limited for the Future Development Block (Block 44 on this Plan) The Owner agrees to provide access to the monitoring wells under this program to the Township and to the Town of Orangeville in a form satisfactory to the Township solicitor, in consultation with the Town of Orangeville solicitor.
51. Number reserved and not used as part of this set of conditions.
52. That the subdivision agreement between the Owner and the Township shall include provision(s) incorporating the provisions of condition 48 to the satisfaction of the Township, Town of Orangeville, Credit Valley Conservation and the County of Dufferin The subdivision agreement shall also contain clauses regarding the requirement for a clause to be contained in the Agreement of Purchase and Sale of the lot(s) advising that the lot is serviced by a private septic system, including a tertiary treatment system for nitrate removal, and also advising the purchaser that an information package will be provided to the purchaser with detailed information regarding the nature, operation and maintenance of the private septic system, including the nature, operation and maintenance of the tertiary treatment system for nitrate removal, all to the satisfaction of the Township.
53. Prior to the registration of the Plan of Subdivision, the Owner shall submit at its cost to the Township for review and to the County of Dufferin for review and approval:
  - a) Engineering drawings, including a copy of the Master Development Plans for the subdivision; and,
  - b) A copy of the descriptive Home Owners' Manual which provides information regarding the characteristics of the sewage treatment and disposal systems proposed (or constructed) on the lots and the required operations and maintenance instructions.
54. That the Owner shall agree in the subdivision agreement with the Township to plant a minimum of two (2) trees per lot and, in addition, shall provide landscaping of those lands in the landscape buffer to the satisfaction of the Township.
55. That before final approval, the Owner shall agree in the subdivision agreement with the Township in wording acceptable to the Upper Grand District School Board, to undertake the following:

- a) Provide adequate sidewalks if required, lighting and snow removal within the Plan of Subdivision for the children to walk safely to school.
  - b) Provide the Upper Grand District School Board with a digital file of the Plan of Subdivision in either ARC/INFO export or DXF format containing the following information: parcel fabric and street network.
  - c) Pay the Education Development Charges prior to the issuance of a building permit.
  - d) Reach an agreement regarding the supply and erection of a sign, at the Owner's expense and according to the Board's specifications.
56. That the Owner in the subdivision agreement shall agree to include the following warning clauses in all Offers of Purchase and Sale of residential lots until the permanent school for the area has been completed:
- a) "Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school."
  - b) "That the purchasers agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board."
57. The Owner agrees to erect and maintain information signs at all major entrances to the proposed development advising the following: "Please be advised that students may be accommodated elsewhere on a temporary basis until suitable permanent pupil places, funded by the Government of Ontario, are available." These signs shall be to the Dufferin-Peel Catholic School Board's specifications, at locations determined by the Board and erected prior to registration. The location of any signs shall also be subject to approval by the Township. This requirement shall be included in the Subdivision Agreement between the Township and the Owner.
58. That the Owner agrees that where a condition of approval requires the preparation of a report, study, or plan, the Owner shall:
- a) Carry out, or cause to be carried out, the study, report or plan, at the Owner's expense, prior to final approval, except in those circumstances that may be specifically authorized by the approving agency(s);



- b) Carry out, or cause to be carried out, the recommendation(s) or work(s) prescribed in the approved study, report, or plan, prior to final approval, except in those circumstances that may be specifically authorized by the approving agency(s), and;
  - c) The Owner agrees to maintain its account in good standing with the Township for reimbursement to the Township of Township expenses for outside consultant and legal services rendered to obtain approval, review, processing, registration and implementation of this draft Plan of Subdivision.
59. Before final approval, the Owner shall agree in the subdivision agreement in wording acceptable to the Township, to undertake the following:
- a) Consult with Canada Post to determine suitable locations for the placement of Community Mailboxes and to indicate that the locations on appropriate servicing plans.
  - b) Prior to offering any residential units for sale, to place a "Display Map" on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Mailbox site locations, as approved by Canada Post and the Township.
  - c) Include in all Offers of Purchase and Sale a statement which advises the prospective purchaser that mail delivery will be from a designated Community Mailbox and to include the exact locations (list of lot numbers) of each of the Community Mailbox locations.
  - d) Provide the following for each Community Mailbox site and include these requirements on appropriate servicing plans:
    - i. An appropriately sized sidewalk section (concrete pad), as per Canada Post specifications, upon which to place the Community Mailboxes;
    - ii. Any required walkway across the boulevard, as per municipal standards; and,
    - iii. Any required curb depressions for wheelchair access.
  - e) Determine and provide a suitable temporary Community Mailbox location which may be utilized by Canada Post until the completion of the permanent Community Mailbox site(s).
60. The Owner agrees in the subdivision agreement to provide to the Township confirmation from the telecommunication company, cable company, gas company and Hydro One, that arrangements have been made to their respective satisfaction for the installation of such utilities and services, including

underground services in the Draft Plan of Subdivision (provided cable and gas services are available).

61. The Owner agrees to warning clauses to be contained within the Township's subdivision agreement together with the provision of warning statements in all Offers of Purchase and Sale to provide notice to prospective purchasers regarding surrounding land uses. The clauses and warning statements are as follows:
  - a) Potential noise and odour disturbances may emanate from neighbouring properties including those noises and/or odour caused by area agricultural operations, the operation of the adjacent aggregate pit, and Dufferin County Road #16;
62. The Owner agrees to pay all Township and County of Dufferin fees, charges, levies and development charges as may be required for the development.
63. That prior to final approval, all portions of the lands not previously and extensively disturbed shall be archaeologically assessed by a qualified consultant to the satisfaction of the Ministry of Culture. Any significant resources on the lands shall be removed and documented through excavation prior to construction or preserved intact.
64. The Owner agrees in the subdivision agreement to agree to a term that requires the Owner to file correspondence from the Ontario Provincial Police confirming that the advice of the Ontario Provincial Police regarding recommendations on security measures for the development of the Plan have been followed prior to registration of the Plan.
65. That prior to final approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) is to be advised in writing by the Township how conditions 2-48, condition 50 in part, and conditions 52-62 and condition 64 have been satisfied. It is noted that condition 44 is to be cleared by the provision of the applicable Certificate of Approval and that the Township clearance of condition 50 is with respect to the last sentence only re access.
66. That prior to final approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) is to be advised in writing by the County of Dufferin how conditions 8, 14, 33, 39h), 52, 53 have been satisfied.
67. That prior to final approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) is to be advised in writing by Credit Valley Conservation how conditions 16, 17, 23-25, 33, 34, 39a), 39b), 39c) 39d), 49, 50, 52 have been satisfied.

68. That prior to Final Approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) is to be advised in writing by the Town of Orangeville how conditions 16, 39f) and 50 have been satisfied.
69. That prior to final approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) is to be advised in writing by the Ministry of Natural Resources how condition 39i) has been satisfied.
70. That prior to final approval, the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) is to be advised in writing by Ministry of Culture how condition 63 has been satisfied.
71. The Owner agrees that Draft Approval shall apply for three (3) years from the date of issuance of Draft Approval.

**Notes:**

The Owner is hereby advised:

- a) That pursuant to Section 69 of the *Planning Act*, the Owner will be required to pay processing fees to the Township for each final approval of this Subdivision, in accordance with the Township By-law, as amended from time to time. Fees are also required by the Township for each application to extend Draft Approval and for Major Revisions to the Draft Plan or conditions.
- b) That Township and County of Dufferin Development Charges will be payable in accordance with the applicable municipal Development Charges by-laws.
- c) That Development Charges of the respective School Boards and Hydro One are payable in accordance with their respective Development Charge requirements.
- d) A copy of the draft and the executed subdivision agreement should be provided by the Owner to the County of Dufferin, CVC, School Boards, Canada Post, Hydro One and other utilities to facilitate the clearance of conditions.
- e) It is the Owners responsibility to fulfil the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Ministry of Municipal Affairs and Housing (Municipal Services Office – Central Ontario) quoting the Ministry File Number 22-T-02002.
- f) Clearance is required from the following agencies as well as any other public utilities referenced by the draft plan conditions:

- i. Township of Amaranth  
R.R.7  
Orangeville, Ontario  
L9W 2Z3

- ii. Credit Valley Conservation  
1255 Old Derry Road  
Mississauga, Ontario  
L5N 6R4

- iii. Ministry of Culture  
900 Highbury Avenue  
London, Ontario  
N5Y 1A4

- vii. Ministry of Natural Resources  
2284 Nursery Road  
Midhurst, Ontario

L0L 1X0

viii. Town of Orangeville  
87 Broadway  
Orangeville, Ontario  
L9W 1K1

- g) All measurements in the Final Plan of Subdivision must be in prescriptive units.

**Registration**

- h) The Final Plan of Subdivision approved by the Minister must be registered within (30) thirty days or the Minister may withdraw his approval under Section 51 of the *Planning Act*.