

Township Recommended Draft Plan Conditions

File No.: 15T-21006

Applicant: Gerald Clancy

Municipality: Douro-Dummer

Location: Part Lots 2 and 3, Concession 10, Douro Ward

Date of Conditions: October 17, 2023

The Township's conditions and amendments to final plan approval for registration of this draft plan of subdivision, file no. 15T-21006, are as follows:

No. Conditions

1. Prior to the signing of the final plan by the Approval Authority, a Subdivision Agreement shall be entered into and executed by the Owner and the Township to satisfy all financial, legal, and engineering matters, including the design, provision and installation of roads, services, sidewalks, on-street illumination, tree plantings, walkways, daylight triangles, road signs, traffic signals, stormwater management facilities and drainage works, and all recommendations contained in related technical reports approved by the Township.
2. The Owner acknowledges and agrees that the draft plan of subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the Township of Douro-Dummer, to implement or integrate any recommendations resulting from studies required as a condition of draft approval.
3. Prior to final approval of the draft plan, detailed engineering drawings and supporting technical reports including but not limited to a stormwater management report will be provided by the Owner which will include, but not be limited to erosion and sediment control plans, grading control plans, plan and profile drawings of all underground and aboveground services, general plans, drainage plans, composite utility plans, stormwater management detail plans, landscaping plans, etc. to the satisfaction of the Township of Douro-Dummer.
4. The Owner will not remove any trees or topsoil from the lands within the draft plan or start any grading of the lands, without the prior written approval of the Township of Douro-Dummer.
5. All walkways are to be designed and constructed to the satisfaction of the Township of Douro-Dummer. The Subdivision Agreement shall ensure the Owner and Township agree that all lots, blocks and walkways will be developed in accordance with the approved engineering design for the subdivision.

6. The Owner will acknowledge and agree in the Subdivision Agreement that building permits will not be issued for lands in any stage of development within the draft plan until the Township has been advised by the Fire Chief that acceptable access for firefighting equipment is available and a construction traffic management plan has been approved by the Township.
7. The Subdivision Agreement shall require the building permit application for each lot or block include individual lot grading and drainage plans and receive approval from the Township prior to the issuance of a building permit.
8. The Subdivision Agreement shall include reference to a Legal and Topographic survey, current to the existing conditions. The survey shall ensure the detailed design maintains and incorporates all boundary conditions. The existing grading shall remain undisturbed and vegetated for a minimum of 0.3 metres within the subdivision property limit.
9. The schedule to the Subdivision Agreement entitled "Special Warnings and Notices" shall incorporate a notice advising of the existence of the Township's Noise By-law and warning that construction activities within the subdivision may be subject to regulation and/or restrictions thereunder.
10. The Subdivision Agreement shall confirm the Owner agrees to convey to the Township, at no cost, the land comprising the new public streets, day-lighting triangles, and road widenings, as shown on the draft plan. Such land to be free and clear of all encumbrances.
11. Condition 10 will not be cleared without the additional conveyance to the Township, at no cost, the portion of lands identified as 160 County Road 4 and shown as Part 2 on Plan 45R-12217.
12. The Subdivision Agreement shall confirm that the Owner agrees to design and construct, entirely at the Owner's expense, the roadways as identified in Conditions 10 and 11, sidewalks, paved driveway aprons, areas for snow clearing / storage at cul-de-sacs, and all municipal services for the proposed subdivision, and any external improvements adjacent to the proposed subdivision in compliance or conformance with all current provincial and municipal guidelines and standards.
13. The Owner will name the roads included within the draft plan to the satisfaction of the Township of Douro-Dummer.

14. An Ontario Land Surveyor shall certify that the proposed lot frontages and areas appearing on the final plan conform to the requirements of the Township Zoning By-law No. 10-1996, as amended.
15. The Subdivision Agreement shall confirm that the Owner will provide a composite utility plan which will outline the proposed location of all the utilities proposed within the subdivision and any external utility works required to facilitate the connectivity of the proposed subdivision to existing utilities. Each utility will provide approval of the same composite utility plan for submission with the plan, as a Schedule of the Agreement.
16. The Subdivision Agreement shall confirm that the Owner will provide a comprehensive streetscaping plan showing all utilities, streetlights, street tree planting, and/or boulevard landscaping, specific to the detailed engineering design of the subdivision and to the satisfaction of the Township.
17. The Subdivision Agreement shall include provisions concerning the precise location of required fencing, commercial grade black vinyl chain link and/or acoustical fencing, specifically to delineate all future and existing Township owned blocks from private property.
18. The Subdivision Agreement shall provide for the installation of a stormwater management system in compliance or conformance with all current Provincial guidelines and standards and to the satisfaction of the Township. Furthermore, upon satisfactory final inspection, shall provide for the assumption of such systems by the Township. The construction and conveyance of the municipal infrastructure shall be at the Owner's expense and responsibility.
19. Prior to the signing of the final Plan by the Approval Authority, the Owner shall obtain an Environmental Compliance Approval (ECA) from the Ministry of the Environment, Conservation and Parks for the stormwater management system in accordance with the Ontario Water Resources Act and the Environmental Protection Act or the current municipal and/or provincial approval mechanism. The Subdivision Agreement shall reference the applicable ECA number(s).
20. Prior to final approval and registration of the Plan, the lands within this draft plan of Subdivision shall be appropriately zoned to the satisfaction of the Township. The Approval Authority is to be advised, in writing, by the Township of Douro-Dummer that the property has been rezoned with appropriate restrictions with the holding provision, if/where applicable, for the lands within the plan of subdivision.
21. That the Developer/Owner shall agree in the Subdivision Agreement that minor modifications to the Plan of Subdivision may be necessary to ensure compliance

with the implementing Zoning By-law and the service standards of the Township of Douro-Dummer, which may result in the reduction in the number of lots or their reconfiguration.

22. That, the Owner agrees to implement all erosion and sediment control structures in a functional manner prior to the site disturbance and maintain these structures operating in good repair during and after the construction period, until such time as all disturbed soil surfaces have become stabilized and/or revegetated.
23. That, the Owner agrees that as-constructed testing, confirmation and engineering certification of stormwater infiltration rates is required as part of the assumption submission, to the satisfaction of the Township.
24. The Owner shall provide such easements as may be required for utility and/or drainage purposes shall be granted to the appropriate authority.
25. The Owner shall provide fire protection which may include sprinklers, dry hydrant (with or without underground tanks) to the satisfaction of the Township Fire Chief.
26. That the owner shall agree in writing to convey cash-in-lieu of parkland to the Township representing 5% of the value of the property as per Section 51.1 of the Planning Act.
27. That the Conceptual Site Servicing Plan demonstrate that septic location complies with the Township Zoning By-law No. 10-1996, as amended and the Ontario Building Code to the satisfaction of the Township Chief Building Official.
28. That any dead ends and open side of road allowance created by this draft plan be terminated in 0.3 metre reserves to be conveyed to the Township of Douro-Dummer at no cost.
29. The Developer/Owner shall agree in the Subdivision Agreement to provide dark sky compliant LED street lighting. The height of street lights should reflect a pedestrian scale and should be spaced between 18 and 20 metres apart.
30. The Developer/Owner shall agree in the Subdivision Agreement to be responsible for posting 911 civic addressing signage on the lots and all other required municipal signage to the satisfaction of the Township of Douro-Dummer.
31. The Developer/Owner agrees that the Subdivision Agreement will contain provisions that development charges, processing and administration fees be paid in accordance with the current Township of Douro-Dummer and County of Peterborough Development Charges By-laws.

32. The Subdivision Agreement between the Developer/Owner and the Township of Douro-Dummer shall include provisions whereby all Offers of Purchase and Sale will include information that satisfies Subsection 59(4) of the Development Charges Act.
33. The Developer/Owner shall agree in writing to satisfy all development requirements of the Township, financial and otherwise, concerning the provision of roads, installation of services, drainage and landscaping. Without limiting the generality of the foregoing, the Developer/Owner shall provide such securities, in a form acceptable to the Township, as the Township may require, to secure the performance of the obligations imposed by these conditions and the Subdivision Agreement.
34. The Developer/Owner shall agree to register the subdivision agreement on title at the Developer's/Owner's expense.