

Conditions Relating to Draft Plan of Subdivision 29T-17506 – May 15, 2020

1. This approval applies to the Draft Plan of Subdivision ("Plan") prepared by IBI Group, dated May 7, 2020 (Revision H) for the following:

A total of 3 residential blocks:

- Block 1 containing a maximum of 169 units;
- Block 2 containing a maximum of 88 units;
- Block 3 containing a maximum of 10 units;

And a total of six blocks and one street:

- One Block for Open Space (Block 4);
- One Block for a Water Booster Station (Block 5);
- One Block for Natural Heritage (Block 6);
- One Block for possible conveyance to adjacent property owners (Block 7), or to be included in Block 2;
- Two Blocks for Future Road Widening (Blocks 8 and 9); and,
- D'Aubigny Road Extension (cul-du-sac).

2. Unless otherwise stated, all conditions listed below shall be addressed to the satisfaction of the City and at no cost to the City of Brantford, sometimes referred to by these Conditions as the "City" or "municipality".
3. That the Owner shall enter into, and register on title to the lands of the Draft Plan, a Subdivision agreement with the City of Brantford, to the satisfaction of the General Manager, Public Works.
4. That the Owner shall agree to provide all easements, and convey all lands, as may be required for utility, access or drainage purposes to the appropriate authority, to the satisfaction of the General Manager, Public Works.
5. That the Owner shall agree to convey to the City, as shown on the Final Plan, Block 5 for a Water Booster Station, and Block 4 for Open Space purposes. Said conveyances to be in fee simple and free of encumbrances, and upon conveyance shall not be landlocked which may require the consolidation of adjacent Blocks and shall include provision for access to the Blocks to the satisfaction of the City. The Owner shall further agree that none of these Open Space Blocks are to be considered parkland in accordance with Sections 51.1.3 of the *Planning Act*, R.S.O. 1990.

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6. That the Owner agrees that each phase of the plan of subdivision not be registered until the Owner submits a draft of the registered "M" Plan showing the final lot layout for all lots, blocks, easements and reserves to the satisfaction of the General Manager, Public Works and the General Manager, Community Development.
7. That the Owner agrees to provide a Phasing Plan for the review and approval of the General Manager, Public Works and the Fire Chief. The phasing plan shall provide for a mix of dwelling unit types and shall ensure that no development shall occur on a private street exceeding 250 metres in length without the provision of a second municipal access constructed to the satisfaction of the General Manager, Public Works, and the Fire Chief.
8. That the Owner shall agree that all future residential blocks will be connected to full municipal water and sanitary services, to the satisfaction of the General Manager, Public Works.
9. That the Owner shall agree to satisfy all requirements, financial and otherwise, of the City of Brantford and Brantford Power Inc., including those related to the following matters:
 - a. Municipal services.
 - b. Lot grading.
 - c. Drainage.
 - d. Stormwater management in accordance with current Provincial guidelines, and low impact stormwater management development practices including stringent control of storm discharge from the development including spill containment.
 - e. Curbs and sidewalks on both sides of municipal roads in accordance with the requirements of the City.
 - f. Prepayment toward the future maintenance costs of any required retaining walls on municipal lands;
 - g. Prepayment toward the future maintenance costs of the Water Booster Station.
 - h. Control of dust during construction.
 - i. The responsibility to decommission any wells or septic systems in accordance with current Provincial guidelines.

- j. The implementation of infiltration practices in the overall Stormwater Management scheme to maintain the existing groundwater regime and to protect groundwater dependent natural features, in accordance with current Ministry of Environment, Conservation and Parks practices, to the satisfaction of the Grand River Conservation Authority.

Roads

- 10. That the Owner shall agree that the D'Aubigny Road Extension, shown on the Draft Plan will be designed in accordance with the current requirements of the City of Brantford, including the ability to accommodate different modes of transportation, where appropriate, and will be dedicated to the City as public highway and named to the satisfaction of the General Manager, Public Works and the General Manger, Community Development.
- 11. That the Owner shall agree to construct the D'Aubigny Road Extension at their cost, to the satisfaction of the General Manager, Public Works.
- 12. That the Owner shall agree to the following right of way widths as shown on the Draft Plan:

D'Aubigny Road Extension	20.0 m
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- 13. That the Owner shall agree that an electrical design and lighting plan created by a consulting engineer, showing the proposed street light locations and details regarding the proposed light standards for the D'Aubigny Road Extension, shall to be provided to the City of Brantford and Brantford Power for review and approval. The Owner shall further agree to install the lighting as per the approved plans at their expense.
- 14. That prior to submission of the final Plan, the Owner shall agree to identify all required road widening blocks and dedicate them on the final plan as public highway, and be responsible for constructing and implementing all necessary traffic improvements at the Owner's cost, in accordance with the recommendations of the municipally approved Transportation Impact Study and current requirements of the City of Brantford, to the satisfaction of the General Manager, Public Works, City of Brantford.

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15. That the Owner shall agree to address any revisions to the draft plan which may be required subsequent to the City's approval of the Transportation Impact Study and functional design, including but not limited the road network and any other changes to the road network or road right-of-ways, to the satisfaction of the General Manager, Public Work, City of Brantford and the County of Brant.
16. The Owner agrees that prior to registration the Owner will provide a Pavement Marking and Signage Plan for municipal roads for the subdivision to the satisfaction of the General Manager, Public Works, and agrees to the following:
 - a. Be responsible for the cost of the installation of regulatory and warning traffic control signs/devices, parking control signs, street name signs and pavement markings;
 - b. Provide and install all temporary regulatory traffic signage by the Owner prior to the commencement of any building or the erection of any structure in accordance with City Specifications or Standards;
 - c. Provide and install all permanent pavement markings that may be required within the Subdivision, or related to the subdivision, in conjunction with the installation of related traffic controls at the cost of the Owner;
 - d. Provide for, install and maintain, at its expense, all temporary pavement markings.
17. That prior to submission of the Final Plan, the Owner shall agree to identify all required 0.3m reserves and daylight triangles on the Final Plan, and shall agree to convey these in fee simple, free of encumbrance and at no cost to the municipality to the satisfaction of the General Manager, Public Works. Note: daylight triangles are not conveyed to the City separately, but are shown on the final plan as part of the public right of way.
18. That the Owner shall agree to enter into an agreement with the County of Brant, and submit a financial contribution to the County of Brant for the future reconstruction of Pleasant Ridge Road/Forced Road and Colborne Street West intersection, to the satisfaction of the County of Brant.

19. That the Owner shall agree to prepare a functional design plan to the satisfaction of the General Manager, Public Works for any required road work, consistent with guidelines from the Transportation Association of Canada (TAC), or other relevant organization, including;
 - a. The proposed left-turn lanes on Colborne Street West at site accesses as per the Transportation Impact Study dated July 2019;
 - b. The proposed cul-de-sac at the terminus of D'Aubigny Road.
20. That the Owner shall agree to the conveyance of land, at no cost to the City of Brantford, as determined to be required by any functional plan including those referred to in Condition 19 above.

Servicing, Grading, Geotechnical & Stormwater Management

21. The Owner shall agree to prepare, and submit for the approval of the General Manager, Public Works, an Engineering Site Servicing Plan showing all proposed grading and servicing, including sanitary sewer and water main that is proposed from the Street Property Line of Block 1, along Colborne St. West, through Block 2 and connecting to D'Aubigny Road. In addition, the Owner shall agree to pay for any servicing improvements off-site necessitated to service the subject lands, including the upgrading of all (if any) undersized conveyance infrastructure.
22. The Owner shall agree to provide easements at their cost, over Block 2 for the purposes of the maintenance and access for the municipal sanitary sewer and water main that is proposed through Block 2 and connecting to D'Aubigny Road.
23. The Owner shall prepare Engineering Plan & Profile drawings to be submitted for review and approval to the satisfaction of the General Manager, Public Works.
24.
 - a. The Owner shall agree to install, at their expense, the sanitary sewer system, from the Street Property Line of Block 1, along Colborne St W, through Block 2, and connecting to D'Aubigny

- Road, to the satisfaction of the General Manager, Public Works.
- b. The Owner shall undertake a final Financial Impact Study and Risk Assessment for the proposed private Sanitary Pumping Station, to the satisfaction of the General Manager, Public Works, confirming the long term financial feasibility and required operating costs for a future residential condominium corporation.
25. The Owner shall agree to design and install, at their expense the water system, from the Street Property Line of Block 1, along Colborne St W, through Block 2, and connecting to D'Aubigny Road, including the Water Booster Station, to the satisfaction of the General Manager, Public Works. The Owner agrees to submit engineering drawings of the Water Booster Station to City of Brantford Environmental Services for review and approval at 25, 50, 75, 90 and 100% detailed design.
26. The Owner shall agree to submit a site plan application for the construction of the Water Booster Station at their expense, to the satisfaction of the General Manager, Public Works.
27. The Owner shall agree to provide easements at their cost, over Block 2 for the purposes of access for the municipal Water Booster Station on Block 5, and access for Block 3, to the satisfaction of the General Manager, Public Works.
28. The Owner shall undertake a final Financial Impact Study and Risk Assessment for the proposed Water Booster Station, to the satisfaction of the General Manager, Public Works, confirming the short term operating costs for the City of Brantford and inefficiencies due to partial occupancy. The Owner shall pay for the shortfall operating costs to the City as accepted within this approved study.
29. That prior to submission of the Final Plan, the Owner shall submit a financial contribution to the City, in accordance with the conclusions of the Water Booster Station Financial Impact Study. Financial contribution shall include costs associated with maintenance and operation of the Water Booster Station until full occupancy of the blocks to the satisfaction of the General Manager, Public Works. The

City and the Owner agree that “full occupancy” will be defined as occupancy of 85% of the units within in the plan.

30. The Owner shall agree to the City's Consultant undertaking water and sanitary modeling to determine if there is sufficient capacity and that there will be no negative impact on the City's distribution system and pumping station capacity to the satisfaction of the General Manager, Public Works. The Owner will be required to pay for all costs of the modeling prior to the modeling being completed.
31. The Owner agrees that the developer of the residential blocks shall prepare, and submit for the approval of the General Manager, Public Works, and the Grand River Conservation Authority, a detailed Stormwater Management Report and Plan, in accordance with current provincial guidelines, to address quality and quantity attenuation requirements.
32. The Owner agrees that the developer of the residential blocks agrees to establish and undertake a monitoring program for storm water management, specifically addressing quality and quantity control as well as temperature, as determined by the Grand River Conservation Authority, and as identified in the Environmental Impact Study, Environmental Implementation Report, Hydrogeological Report, and/or Work Plan in consultation with the Ministry of Environment, Conservation and Parks and the Grand River Conservation Authority, and administered until final assumption of the Plan, all to the satisfaction of the General Manager of Public Works.
33. The Owner shall prepare and submit a geotechnical report pertaining to Blocks 2, 5, and Colborne Street West and the D'Aubigny Extension, for approval of the Grand River Conservation Authority and the General Manager, Public Works.
34. The Owner shall agree to prepare and submit a geotechnical report and hydrogeological report for all other lands in the plan to the approval of the Grand River Conservation Authority and the General Manager, Public Works.

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35. The Owner shall agree to prepare and submit detailed lot and block grading and drainage plans, to the satisfaction of the Grand River Conservation Authority and the General Manager, Public Works.
36. The Owner shall agree that no grading, removal of soil, trees or other vegetation, or the construction or placement of any other works, shall take place on any lands unless in accordance with Site Alteration Bylaw 28-2011 and without the written approval of the Grand River Conservation Authority and the General Manager, Public Works.
37. The Owner shall agree, that prior to any grading or construction on the site and prior to registration of the plan, the Owner shall submit an erosion and sedimentation control plan indicating the means whereby erosion will be minimized and silt maintained on-site throughout all phases of grading and construction, to the satisfaction of the General Manager, Public Works. The Erosion and Sediment Control Plan, must be prepared in accordance with the 'Erosion and Sedimentation Control Plan Design Requirements', as contained in Appendix V-C of the City of Brantford Official Plan.
38. The Owner shall agree, that prior to any grading or construction on the site, the Owner agrees to submit the following plans and reports to the satisfaction of the Grand River Conservation Authority:
 - a. An erosion and siltation control plan in accordance with the Greater Golden Horseshoe Area Conservation Authorities Erosion and sediment Control Guidelines for Urban Construction dated December 2006.
 - b. Provisions for detailed lot and block grading and drainage plans.
 - c. An application for Permission pursuant to the Grand River Conservation Authority: Regulation of Development, Interference with Wetlands and Alteration to Shorelines and Watercourses, Ontario Regulation 150/06 as amended, if required.
39. The Owner shall agree to provide and install, to the satisfaction of the General Manager, Public Works and the Grand River Conservation Authority, the following:

- a. signage explaining the use and function of the Open Space Blocks at all street frontages and walkway entrances once rough grading is completed; and
- b. interpretive signage relating to the natural features, including but not limited to wetlands, and wildlife habitat which exist in the area.

Natural Heritage, Open Space and Landscaping

40. That the Owner shall agree to pay Cash-in-Lieu of Parkland in accordance with Section 51.1.3. of the Planning Act, R.S.O. 1990.
41. That the Owner shall agree, to convey to the City Block 4 in fee simple and free of encumbrances, to the satisfaction of General Manager, Public Works.
42. The Owner shall agree to provide fencing to the City's current standard along all residential property lines that abut lands to be conveyed to the City (Block 4), and in any other locations determined by the City, to the satisfaction and in accordance with the timing schedule agreed to by the General Manager, Public Works. The Owner further acknowledges that there shall be no gates or informal access points permitted into the Open Space Blocks, except as approved by the General Manager, Public Works.
43. The Owner shall submit a Tree Inventory Study and Vegetation Management / Protection Plan, prior to any disturbance or grading of the site and prior to registration of the Final Plan; the above noted study / plan shall identify all existing trees on-site proposed to be removed or impacted as a result of the development of the subject lands and include re-planting / restoration requirements, to the satisfaction of the General Manager, Public Works.
44. That the Owner shall agree to submit a street tree planting plan for municipal road allowances, prepared by a landscape architect, in accordance with current City standards and to provide and plant boulevard trees along the municipal streets as well as replacement plantings, at the Owner's expense within the areas identified as Open Space to the satisfaction of the General Manager, Public Works.

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45. That prior to Final Approval, the Owner shall agree to provide, at the Owner's expense, appropriate pedestrian trails/walkways within the Plan of Subdivision, to the satisfaction of the General Manager, Public Works. A detailed trail / development plan and proposed trail routes and connections must be submitted for approval by the General Manager, Public Works and the Grand River Conservation Authority, prior to registration of the Final Plan.
46. The Owner shall agree to construct all trails/walkways in accordance with the timing schedule agreed to by the General Manager, Public Works, and shall bear responsibility for all costs related to the design and construction of the trails/walkways within the subdivision.
47. The Owner agrees to carry out and implement the recommendations contained in the Environmental Impact Study and the Environmental Implementation Report, at the Owner's expense for the identified time period with the Environmental Implementation Report and associated Work Plan for the Open Space Blocks, to the satisfaction of the General Manager, Public Works and the Grand River Conservation Authority.
48. The Owner shall agree to provide final drawings reflecting the location of Significant Woodlands and Significant Wetlands as staked and field confirmed with the City and the Grand River Conservation Authority to the satisfaction of the General Manager, Public Works and the Grand River Conservation Authority.
49. The Owner shall submit an Environmental Implementation Report to the satisfaction of the City of Brantford and the Grand River Conservation Authority that enhances the recommended monitoring details for the wetlands and watercourses, further explores the opportunities to improve conditions within the wetlands and watercourses and elaborates on the implementation of monitoring (pre, during and post), mitigation measures, rehabilitation plans recommended in the EIS, Water Balance Study and Technical Design Brief consistent with the Beacon Environmental Memo dated May 8th, 2019 "Work Plan for Supplemental Hydrogeological, Fluvial and Ecological Assessments for 620 Colborne Street".

50. That prior to registration of the Plan, the City receive a letter confirming acceptance by the Ministry of Natural Resources and Forestry of the Meadowlark Habitat Compensation Area and Plan.

Other

51. That the Owner agrees that the future development block (Block 7) will either be conveyed to the adjacent property owners to the north or will be incorporated into Block 2.
52. That prior to registration of the Plan containing the Block, the Owner agrees Blocks 1, 2, and 3 will be subject to Site Plan Control. The Developer of said Block agrees to submit detailed drawings, including but not limited to, grading and servicing, stormwater management, landscape, and site lighting, to the satisfaction of the City of Brantford, and enter into a Site Plan Agreement together with the appropriate securities.
53. That the Owner agrees that prior to the approval an Application for Development for any of the Residential Blocks, the Owner of said Block shall provide to the City, a Site Specific Noise and Vibration Study, and certification from a qualified acoustical consultant that any required noise control measures have been incorporated into the builder's plans, to the satisfaction of the City of Brantford.
54. That the Owner agrees that prior to issuance of an occupancy permit or release of securities for any development applications for any of the Residential Blocks, the Developer of said Block shall provide to the municipality, certification from a qualified acoustical consultant that any approved noise control measures have been properly installed.
55. The Owner agrees that any retaining walls required in the future Residential Blocks, including their granular base foundation support, drainage pipes and fencing must be located completely within private property and be constructed to the satisfaction of the General Manager, Public Works. The Owner further agrees that the property owner will own the retaining walls and have full responsibility for the required maintenance, repair or replacement of the retaining walls.

56. That prior to Final Approval, the Owner shall agree to provide certification by an Ontario Land Surveyor confirming that the proposed lots and/or blocks are in conformity with the provisions and requirements of the City of Brantford Zoning By-law #160-90, as amended, or its successor.
57. That prior to Final Approval of this Plan, the General Manager, Community Development is to confirm that the appropriate zoning is in force and effect to reflect the intended uses of the land within the Draft Plan.
58. That the Owner shall provide a clearance letter from the Ministry of Tourism, Culture, and Sport verifying that their requirements have been satisfied as an Archaeological Study was conducted, and that all recommendations of that study were carried out.
59. That the Owner agrees that if the Stage 3 or 4 archaeological study results in the identification of areas that cannot be developed, the Owner shall, at their own expense apply for and receive approval of a Zoning By-law Amendment to place these areas in a protective Open Space zone.

External Agencies

60. That the Owner shall agree to provide Union Gas Limited with all necessary easements and/or agreements required by Union Gas Limited for the provision of gas services.
61. That the Owner shall agree to the satisfaction of Bell Canada the following:
 - a. The Developer is hereby advised that prior to commencing any work within the Plan, the developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the Developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Developer elects not to pay for such connection to and/or extension of the

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- existing communication/telecommunication infrastructure, the Developer shall be required to demonstrate to the municipality that sufficient alternative communication /telecommunication facilities are available within the proposed development to enable, at a minimum the effective delivery of communication/telecommunication services for emergency management services .
- b. The Owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the owner/developer shall be responsible for the relocation of such facilities or easements.
 - c. Bell Canada requires one or more conduit or conduits of sufficient size from each unit to the room(s) in which the telecommunication facilities are situated and one or more conduits from the room(s) in which the telecommunications facilities are located to the street line.
62. That the Owner shall agree to the satisfaction of Canada Post the following:
- a. Include on all offers of purchase and sale, a statement that advises the prospective purchaser:
 - i. that the home/business mail delivery will be from a designated Centralized Mail Box; and
 - ii. that the Owner be responsible for officially notifying the purchasers of the exact Centralized Mail Box locations prior to the closing of any home sales.
 - b. Work with Canada Post to determine and provide temporary suitable Centralized Mail Box locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the subdivision; and
 - c. Determine the location of all centralized mail receiving facilities in cooperation with the City of Brantford and Canada Post and to indicate the location of the centralized mail facilities on appropriate maps, information boards and plans; maps are to be prominently displayed in the sales office(s) showing specific Centralized Mail Facility locations.

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63. Prior to final approval, the City must be advised, in writing, by the County of Brant how Condition 18 has been satisfied.
64. Prior to final approval, the City must be advised, in writing, by the Grand River Conservation Authority how Conditions 31, 32, 33, 34, 35, 36, 38, 39, 45, 47, 48 and 49 have been satisfied.
65. Prior to final approval, the City must be advised, in writing, by the Ministry of Natural Resources and Forestry how Condition 50 has been satisfied.
66. Prior to final approval, the City must be advised in writing, by the Ministry of Tourism, Culture, and Sport, how Condition 58 has been satisfied.
67. Prior to final approval, the City must be advised, in writing, by Union Gas Limited, how Condition 60 has been satisfied.
68. Prior to final approval, the City must be advised, in writing, by Bell Canada, how Condition 61 has been satisfied.
69. Prior to final approval, the City must be advised, in writing, by Canada Post, how Condition 62 has been satisfied.
70. Pursuant to Section 51(32) of the Planning Act, R.S.O. 1990, Draft Plan Approval, together with all conditions, shall lapse in three (3) years from the date of the granting of Draft Plan Approval, unless extended.
71. Prior to final approval the City must be advised in writing, by the Owner, how Conditions 1 to 70 inclusive have been satisfied.