

**Draft Plan of Subdivision 42T-16501 Conditions – April 24, 2017**

At its meeting on April 24, 2017, City Council passed Resolution R-170424-005: "That in consideration of Staff Report CS-17-088 from the Community Planner respecting Plan of Subdivision 42T-16501 and Zoning By-law Amendment No. 19, City Council:

1. Receive the staff report;
2. Has considered written submissions received to date and oral submissions made at the public meeting held on September 26, 2016 and as further described in the minutes of that date and any discussion on these submissions will be further described in the April 24, 2017 Council Minutes;
3. In consideration of the staff report and recommendations and written and oral submissions, Council finds that the applications are consistent with the Provincial Policy Statement and the goals and objectives and intent of the Official Plan;
4. Approves By-law 2017-057 to amend Zoning By-law 2010-078, as amended, as shown in Appendix "B", and direct that the City Clerk give notice of passing of the Zoning By-law Amendment in accordance with the Planning Act;
5. Approves Plan of Subdivision 42T-16501, subject to conditions as identified in Appendix "A", and direct that the City Clerk give notice of approval in accordance with the Planning Act".

A.	STANDARD CONDITIONS	Original Condition #																									
1.	That this approval applies to the draft plan drawing, prepared by GSP Group dated January 17, 2021, which shows:	1)																									
		<table> <tr> <th>Description</th><th>Lot/Block</th><th>Units</th><th>Area (ha)</th></tr> <tr> <td>Residential</td><td>1 to 20</td><td>141-179</td><td>8.86</td></tr> <tr> <td>Street Townhouse</td><td>21 to 24</td><td>47-74</td><td>1.42</td></tr> <tr> <td>Multiple Residential</td><td>25</td><td>100-150</td><td>0.99</td></tr> <tr> <td>Trail / Open Space Block</td><td>26</td><td></td><td>0.25</td></tr> <tr> <td>Walkway Blocks</td><td>27 to 29</td><td></td><td>0.09</td></tr> </table>		Description	Lot/Block	Units	Area (ha)	Residential	1 to 20	141-179	8.86	Street Townhouse	21 to 24	47-74	1.42	Multiple Residential	25	100-150	0.99	Trail / Open Space Block	26		0.25	Walkway Blocks	27 to 29		0.09
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	Drainage / Access Block	30		0.09	
	Road Widening (5.18 m) Block	31		0.31	
	Road			2.67	
	Total	1 to 31	288-403	15.58	
2.	That the Owner shall enter into a Subdivision Agreement with the City of Owen Sound pursuant to Section 51 of the Planning Act to be registered on title of the lands to which it applies.				2)
3.	That the Owner agrees that pursuant to the Planning Act, R.S.O. 1990, Draft Plan Approval shall lapse as follows: <ul style="list-style-type: none"> <li>a. For the first phase, five (5) years after the date of Draft Approval, unless it has been extended by the City' and,</li> <li>b. For any subsequent phases, five (5) years after the date of Final Approval of the preceding phase.</li> </ul>				39)
4.	That the plan submitted for final approval shall incorporate a lot pattern for all blocks to be lotted at a density not exceeding the unit density identified in Condition No. 1, unless otherwise agreed to by the City of Owen Sound.				4)
5.	That the street(s) included in the draft plan shall be named to the satisfaction of the City of Owen Sound.				10)
6.	That the owner satisfies the requirements of the City for parkland dedication under the Planning Act as cash-in-lieu of land to the satisfaction of the City.				9)
7.	That prior to final approval, the applicant provide plans showing appropriate building envelopes, confirming that the lots/blocks conform to zoning requirements in accordance with the Zoning By-law in effect.				5)
8.	That prior to final approval, the applicant provide a tax certificate prepared by the City's Financial Services Department (Tax Division) indicating that property (and business) tax installments levied and due on the subject lands are paid in full.				6)
9.	That the Subdivision Agreement between the Owner and the City shall contain a provision that the Owner agrees in writing to satisfy all requirements, financial and otherwise, of the City including but not limited to cash contributions, the provision and standard of roads, the installation of services and drainage, sidewalks and trails, street lighting, signage, the planting and preservation of trees, landscaping and the provision of fencing within the limit of the subdivision unless specified by another condition of this approval.				17)

10.	That the subdivision agreement between the owner and the City of Owen Sound contain a provision that this subdivision shall not be developed except in accordance with the approved plan.	28)
11.	That all design and construction must be in accordance with the City Engineering Standards and Procedures Manual.	37)
12.	That the Owner pay to the City the required Development Charges in accordance with the City's By-law in respect of payment of development charges on plans of subdivision.	38)
<b>B. GRADING, DRAINAGE &amp; STORMWATER MANAGEMENT</b>		
1.	That prior to final approval, a final lot grading and drainage plan be submitted for the entire plan of subdivision to the satisfaction of the City, and the County of Grey where lands drain to a County facility, for approval.	14)
2.	That prior to final approval, a lot grading, drainage and storm water management report be prepared by a professional engineer licensed in the Province of Ontario in accordance with applicable zoning to the satisfaction of the City's Public Works and Engineering Department (Engineering Services Division) and the Grey Sauble Conservation Authority and that the plan be included in the subdivision agreement and, further, the owner demonstrate to the satisfaction of the Public Works and Engineering Department that there is adequate storm sewer capacity to service this development;	16)

3.	<p>That the required subdivision agreement include wording acceptable to the City and Grey Sauble Conservation Authority (as necessary) to:</p> <ul style="list-style-type: none"> <li>a. Undertake all works according to the plans and reports approved under the conditions of approval;</li> <li>b. Construct, install and maintain erosion and sediment control facilities, satisfactory to the City, prior to any grading or construction on the subdivision lands in accordance with the plan that has been submitted to and approved by the City</li> <li>c. Implement the approved surface water management plan and storm water management facilities and maintain in good repair and operating order throughout all phases of construction until final acceptance of services has been granted by the City.</li> <li>d. Implement the approved tree retention and planting plan;</li> <li>e. Implement the individual lot requirements;</li> <li>f. Set out the financial obligations of the Owner in the appended schedules to the Agreement and subject to the approval of the City</li> <li>g. Upon approval by the City, erect maintain and remove a subdivision sign on the property, at locations agreed upon by the City, containing the following information: <ul style="list-style-type: none"> <li>i. Identifying all proposed uses within the draft approved plan of subdivision.</li> <li>ii. Illustrating the location of proposed sidewalks, public walkways, trails, fences and community mailbox locations.</li> </ul> </li> </ul>	22)
<b>C.</b>	<b>TRAILS AND OPEN SPACE</b>	
1.	<p>That the Subdivision Agreement between the Owner and the City shall contain a provision that the Owner install chain link fencing along the Trail/Open Space Block, to the satisfaction of the City.</p>	20)

2.	That prior to final plan approval the Owner shall prepare a plan illustrating the construction of the proposed trail system and trail connections within the Trail/Open Space Block, to the satisfaction of the City and Grey Sauble Conservation Authority. The Owner shall assume all costs associated with trail design and construction and complete it to the satisfaction of the City. The Subdivision Agreement will make provision for the Owner to maintain the recreational trail and trail connections until such time as the City assumes the infrastructure. Trails are to be assumed by the City upon completion of construction and final inspection by City staff. All trails and connections are to be provided with a 2 year warranty period to address any deficiencies, defects, etc. Any repairs to the trails within the 2 year warranty period will be the obligation of the Owner.	35)
<b>D. PHASING</b>		
1.	The Owner agrees to stage the development of this plan of subdivision in a manner satisfactory to the City of Owen Sound.	3)
2.	That the Subdivision Agreement between the Owner and the City shall contain a provision that the Owner agrees that should the development be phased that two means of road access will be maintained. In the event that development of the property is to be phased then a phasing plan must be submitted prior to final approval of the first phase of development to the satisfaction of the City.	19)
<b>E. SERVICING AND UTILITIES</b>		
1.	That the Owner makes satisfactory arrangements for the provision of permanent or temporary electrical services, telephone services, gas services and mail delivery services to this plan to the satisfaction of the City.	12)
2.	That such easements as may be required for utility, fire protection facilities, telecommunication services, sanitary sewer, snow storage or drainage purposes shall be granted to the appropriate authority.	13)
3.	That prior to final approval, the Owner demonstrate to the satisfaction of the City's Public Works and Engineering Department (Engineering Services Division) that the existing water and sanitary sewer service mains to be utilized by this development, located on 9th Avenue East, East Bay Shore Road and 32nd Street East and area are of sufficient capacity to service the proposed development and are either in good repair for this purpose or will be upgraded or constructed, at the Owner's expense or through cost-sharing with the City, to the satisfaction of the City.	15)

4.	That the Subdivision Agreement between the Owner and the City shall contain a provision the Owner is responsible for all costs associated with relocation of any utilities, if required as a result of this development.	21)
5.	That the Owner agrees that prior to servicing of any stage of this plan, the Class Environmental Assessment and construction tender award relating to Goodyear Pumping Station shall be completed.	23)
6.	That prior to occupancy of any units, the City shall be satisfied that the Goodyear Pumping Station and associated infrastructure is constructed and operational to accommodate the sanitary flows.	24)
7.	That the subdivision agreement between the owner and the City of Owen Sound provide for the installation of a piped water supply system subject to the approval of the City's Public Works and Engineering Department (Water and Wastewater Division) and other regulatory agencies having jurisdiction and, furthermore, shall provide for the City to assume ownership and operation of the system.	25)
8.	That the subdivision agreement between the owner and the City of Owen Sound provide for the installation of a piped wastewater system subject to the approval of City's Public Works and Engineering Department (Water and Wastewater Division) and other regulatory agencies having jurisdiction and, furthermore, shall provide for the City to assume ownership and operation of the system.	26)
9.	That the subdivision agreement between the owner and the City of Owen Sound provide for a cash contribution to be applied to the upgrade, including relocation, of an existing sewage pumping station to be utilized by this development.	27)
10.	That prior to final approval of the Plan, the owner demonstrate to the satisfaction of the City's Public Works and Engineering Department (Water and Wastewater Division) and the Ministry of the Environment and Climate Change that there is adequate sanitary and storm sewer capacity to service this development.	29)

11.	<p>That the subdivision agreement between the owner and the City of Owen Sound contain the following provisions with wording acceptable to the City's Public Works and Engineering Department, wherein the owner agrees:</p> <ul style="list-style-type: none"> <li>a. before commencing any grading or construction on any lot, to have prepared a detailed report, drawings and site plans acceptable to both the City's Public Works and Engineering Department (Engineering Services Division) and the Grey Sauble Conservation Authority which will show the location of all buildings and structures to be erected on the site, all final grades and vegetation, the means whereby storm drainage will be accommodated, and the means whereby erosion and silt transport will be contained and minimized, both during and after the construction period;</li> <li>b. to provide for the construction of roads and services and, furthermore, shall provide for the City to assume ownership and operation of the roads and services. The Owner shall be responsible for the installation and maintenance of all traffic control devices including pavement markings and street lights until assumption, to the satisfaction of the City;</li> <li>c. to erect snow fencing or other suitable barriers prior to initiating any grading or construction on the site to prevent the unauthorized dumping of fill and to keep these barriers in place until all grading and construction on abutting lots and roadways has been completed to the satisfaction of both the City's Public Works and Engineering Department (Engineering Services Division) and the Grey Sauble Conservation Authority.</li> </ul>	30)
12.	<p>That prior to final approval or any construction or grading on the subject property, the Owner or its agent shall submit the following plans and reports to the City for review and approval:</p> <ul style="list-style-type: none"> <li>a. lot grading and drainage control plans that show the limits of all grading, including existing and proposed site grades and drainage;</li> <li>b. detailed Functional Servicing Report/Plans addressing stormwater management; water, waste water servicing and utilities; and area grading and road works. Watermain looping is to be provided to the satisfaction of the City;</li> <li>c. erosion and sedimentation control plans for sediment and erosion control indicating the means whereby erosion will be minimized and silt maintained on site throughout all phases of grading and construction.</li> </ul>	31)

	<p>Plans should include maintenance requirements for all employed devices;</p> <p>d. to develop a tree retention and planting plan in accordance with the applicable City policy;</p> <p>e. a detailed plan showing lot layout and driveway location, on-street parking, street lighting, street tree planting, landscaping for the roundabout and other street furniture, consistent with the City requirements;</p> <p>f. Acknowledgement from the Ministry of Culture with regard to the archaeological assessment.</p>	
<b>F.</b>	<b>ACCESS &amp; ROADS</b>	
1.	That any road allowances and road widenings included in this draft plan shall be shown and dedicated as public highways to the satisfaction of the City or County, clear and free of any encumbrances.	7)
2.	That Walkway Blocks, Trail/Open Space Block, Drainage Access Block shown in this draft plan shall dedicated as public use to the satisfaction of the City, clear and free of any encumbrances.	8)
3.	That the Owner will provide and install all pavement markings, traffic signage and street name signs that may be required by the City.	11)
4.	That any dead ends and open sides of road allowances created by this plan of subdivision shall be terminated in 0.3 metre reserves, to be conveyed to and held by the City until required for future road allowances or the development of adjacent land.	18)
5.	That prior to the issuance of any building permits for lot/blocks abutting 9 <sup>th</sup> Avenue East and 32 <sup>nd</sup> Street East, the Owner shall be responsible for the construction and all costs associated with the upgrades to an urban cross section on the portion of road adjacent to the lots/blocks, to the satisfaction of the City.	34)
<b>G.</b>	<b>ARCHITECTURAL CONTROL</b>	
1.	That prior to any building permits being issued, the Owner, at its expense, prepare and submit Architectural and Urban Design Guidelines for the entire subdivision, including the streetscape and entry features at Street 'D'/Street 'C' and Street 'C'/East Bayshore Road, to the satisfaction of the City.	32)
2.	That the Subdivision Agreement between the Owner and the City shall contain a provision that the Owner agrees to implement the recommendations of the "May 2016 Compatible Use Odour, Dust and Noise Assessment" and the letter dated September 26, 2016, prepared by R.J. Burnside & Associates Limited, with regard to mitigation of noise from surrounding industrial uses in accordance with the MOECC guidelines. The Owner agrees that prior to	33)



	registration a final determination shall be made on the noise mitigation measure(s) and implementation will be addressed through the Subdivision Agreement. The final determination may require an update to the previous study to detail the noise mitigation measures.	
<b>H. COUNTY OF GREY</b>		
1.	That prior to final approval, a Functional Design for East Bay Shore Road has been completed to the satisfaction of the County of Grey, and any financial or physical resources required to implement the approved Functional Design are addressed to the satisfaction of the County of Grey, in consultation with the City.	40)
2.	That the owner provide a 5.18 metres wide road allowance widening to the County across the East Bay Shore Road (Grey Road 15) frontage of the property to the satisfaction of the County and City.	41)
3.	That the Owner design the 60 metre right turn lane at Street C to the satisfaction of the County, in consultation with the City, and agrees to complete the road improvements at the Owner's expense, prior to the issuance of building permits.	42)
4.	That the Owner obtain any permits or approvals required for individual driveway access to units within Block 20.	43)
<b>I. GREY SAUBLE CONSERVATION AUTHORITY</b>		
1.	That prior to final approval, a detailed sediment and erosion plan be provided to the satisfaction of the City of Owen Sound and the GSCA. This sediment and erosion plan should be implemented through the subdivision agreement in wording satisfactory to the City and the GSCA	44)
2.	That prior to final approval, a detailed landscaping wildlife enhancement plan be prepared to the satisfaction of the City and the GSCA for Block 26. This landscaping wildlife enhancement plan should be implemented through the subdivision agreement in wording satisfactory to the City and the GSCA	45)
3.	That the final lot and/or block grading, drainage and detailed stormwater management (SWM) plans, prepared by a professional engineer licensed in the Province of Ontario, be implemented through the subdivision agreement in wording satisfactory to the City and the GSCA;	46)
4.	That the subdivision agreement between the owner and the City of Owen Sound contain a provision with wording acceptable to the GSCA, wherein the owner agrees to provide permanent fencing and/or demarcation of the rear and/or side lot line, in a manner acceptable to the City of Owen Sound and the Grey Sauble Conservation Authority, for all Lots and/or Blocks abutting Blocks 26 and 30.	47)

5.	That upon commencement of site clearing and site preparation on Block 20, the developer and contractor shall have the floodplain area of the block immediately cleared, grubbed, final graded back to pre-development grade levels, certified by the engineering consultant, and then have the flood-line specifically marked on the site and snow fencing or other obvious visual barrier erected along the flood-line to ensure that the floodplain is not altered further. Pre-development conditions shall mean those shown on the draft plan dated January 17, 2017. Immediately shall mean within 30-days of the commencement of site clearing and/or grading within Block 20.	48)
<b>J. ADDITIONAL CONDITIONS</b>		
1.	That prior to final approval, the City is to be advised in writing by the County of Grey that the conditions of approval have been satisfied.	49)
2.	That prior to final approval, the City is to be advised in writing by the hydro utility that the conditions of approval have been satisfied.	50)
3.	That prior to final approval, the City is to be advised in writing by the gas utility that the conditions of approval have been satisfied.	51)
4.	That prior to final approval, the City is to be advised in writing by the telecommunications utility that the conditions of approval have been satisfied.	52)
5.	That prior to final approval, the City is to be advised in writing by Canada Post that the conditions of approval have been satisfied.	53)
6.	That prior to final approval, the City is to be advised in writing by the Grey Sauble Conservation Authority that the conditions of approval have been satisfied.	54)
7.	That prior to final approval, the City is to be advised in writing by the Ministry of Environment and Climate Change (MOECC) that the conditions of approval have been satisfied and that there is adequate sanitary sewer capacity and stormwater collection capacity to service this development.	55)