

**ATTACHMENT B - Draft Approval Conditions for File 58T-15501**

DRAFT APPROVAL CONDITIONS FOR 58T-15501:

1. That this approval applies for a period of 5 years, ending on October 19, 2030, to the draft plan prepared by J.D. Barnes Ltd., dated August 26, 2015, as redlined, which shows a 21 Blocks for residential uses, 2 blocks for neighbourhood commercial and/or mixed uses, 5 walkway blocks, 3 blocks for combination storm water management facilities and parkland, 7 blocks for storm water management facilities, 7 blocks of 0.3 metres reserves, and 6 new streets,.
2. That Blocks 3, 5, 11, 8, 14, 16, 19, 21, 22, 24, 25, 27, 32, 38, 40, 41,36, 39, 42-48 be conveyed to the City of Thunder Bay.
3. That the streets shall be shown, opened, and dedicated as a public highway on the final plan.
4. That the streets be named to the satisfaction of Planning Services.
5. That the owner satisfies itself that all lots conform to the requirements of By-law 1-2025, as amended.
6. That the owner enters into a General Subdivision Agreement satisfactory to the City of Thunder Bay to satisfy all the requirements, financial and otherwise, concerning the provision of roads, sidewalks, walkways, parkland, stormwater management, installation of services and drainage.
7. That the Subdivision Agreement between the City and the owner contain a provision wherein the owner agrees to provide temporary fencing along the transmission corridor and that a permanent 1.5 meter fence along the mutual property line after construction is completed to the satisfaction of Hydro One Networks Inc.
8. That the owner satisfies the Parks & Open Spaces Section with respect to the dedication of land for parks purposes and installation of street trees.
9. That Easements and Agreements as may be required for utility or drainage purposes shall be granted to the appropriate Authority and that the City is to be advised in writing, by the appropriate Authority, as to how this condition has been satisfied.
10. That prior to entering into a Subdivision Agreement with the City, the applicant shall provide a satisfactory final stormwater management report for the entire development prepared by a Professional Engineer confirming the stormwater management quantity and quality control requirements, which may include the dedication of additional lands to the City, to the satisfaction of the City Engineer.

11. That prior to final approval, the owner shall prepare a lot grading and drainage plan to the satisfaction of the City Engineer.
12. That prior to entering into a Subdivision Agreement with the City, the applicant shall provide a satisfactory final servicing study for the entire development prepared by a Professional Engineer, to the satisfaction of the City Engineer.
13. That prior to final approval, the owner shall prepare a lot grading and drainage plan, showing existing and final grades, which is satisfactory to the Hydro One Networks Inc. and that the City is to be advised in writing as to how this condition has been satisfied.
14. The Subdivision Agreement shall include a clause for the provision of temporary fencing along the edge of the transmission corridor prior to the start of construction at the Owner's expense.
15. The Subdivision Agreement shall include a clause for the provision of a permanent fence along the edge of the transmission corridor at the Owner's expense.
16. The Subdivision Agreement shall include a clause that the transmission corridor is not to be used without the express written permission of Hydro One Networks Inc. and that during construction there will be no storage of materials or mounding of earth, snow or other debris on the transmission corridor. The Clause will also contain provisions that the Owner will be responsible for the restoration of any damage to the transmission corridor or HONI facilities resulting from construction of the subdivision.
17. The Subdivision Agreement shall include a clause for the over-sizing and cost sharing for the extension of the 300mm diameter watermain from the adjacent development to the north, and between Dawson Road and Hilldale Road. The route for the extension of the 300mm diameter watermain out to Dawson and Hilldale Road shall be protected by means of a right-of-way, block, or easement dedication to the City, to the satisfaction of the City Engineer.
18. That the Subdivision Agreement between the City and the owner contain a provision wherein the owner agrees to include in all offers of purchase and sale for any lot, detailed notices that relate to the following:
  - a. Notice that the postal service for the subdivision will be provided by a community mailbox.
  - b. Notice that the adjacent lands are identified for future development.
  - c. Notice that the lands are adjacent to an electricity transmission corridor.
  - d. For Lots identified in the final water distribution system hydraulic model, notice that these lots may be subject to less than normal water pressures,

and the dwellings on these lots shall be equipped with a pressure boosting system to maintain water pressure in the dwelling to a minimum of 350KPa (50 psi).

19. That prior to final approval, the owner shall satisfy the City Engineer with respect to servicing the subdivision and providing all required easements.
20. That prior to entering into a Subdivision Agreement with the City, the applicant shall provide a transportation analysis for the entire development prepared by a Professional Engineer showing the proposed street classifications within the developments, the anticipated effects from the development on the existing streets that abut or serve the development, staging recommendations, and access requirements, to the satisfaction of the City Engineer. Any requirements for improvements shall be included in the Subdivision Agreement to the satisfaction of the City Engineer.
21. That prior to final approval, the applicant shall complete a satisfactory soils engineering design brief prepared by a Professional Engineer for the design of the road system, including an appraisal on groundwater conditions in the area and any groundwater control measures, to the satisfaction of the City Engineer.
22. That prior to final approval, the owner shall provide the necessary Easements and enter into any necessary Agreement with Synergy North Corporation for the costs of supplying electricity service to the development and that the City is to be advised in writing, by Synergy North Corporation how this condition has been satisfied.
23. That prior to final approval, the owner shall provide the necessary Easements and enter into any necessary Agreement with TBaytel for the provision of telephone service to the development and that the City is to be advised in writing, by Tbaytel how this condition has been satisfied.
24. That prior to final approval, the owner shall provide the necessary Easements and enter into any necessary Agreement with Union Gas Limited for the provision of gas services to the development and that the City is to be advised in writing, by Union Gas Limited how this condition has been satisfied.
25. That prior to final approval, the owner shall satisfy the City Engineer that the applicable requirements of the *Environmental Assessment Act* have been met.
26. That prior to final approval, the Subdivision Agreement be registered against the title of the lands to which it applies.
27. That the Subdivision Agreement between the City and the owner contain a provision wherein the owner agrees to stop all work and notify the Ministry of Citizenship, Culture and Recreation in the event that cultural heritage values are uncovered during construction.

28. That the Subdivision Agreement between the City and the Owner contain a provision wherein the owner agrees to stop all work and notify the Police, Ministry of Citizenship, Culture and Recreation, and the Registrar of Cemeteries - Ministry of Government Services in the event human remains are uncovered during construction.
29. That the Subdivision Agreement between the City and the owner contain a provision wherein the owner agrees to provide curb depressions for Community Mailboxes to the satisfaction of Canada Post.
30. That prior to final approval of any stage of the development, the owner shall satisfy the Engineering & Operations and Planning Divisions that the servicing, stormwater management, traffic and access issues for the proposed stage are acceptable.
31. That the Subdivision Agreement between the City and the Owner contain a provision for the construction of fences along all Park Blocks and Stormwater Retention Facility Blocks to the satisfaction of the Parks & Open Spaces Section and the Engineering & Operations Division.
32. That as part of registering the Subdivision Agreement, any lands designated for commercial or multi-family development (excluding townhouses or apartments of less than four-units) be designated as Site Plan Control.

Note to conditions of Draft Approval:

1. The transmission lines abutting this subdivision operate at 500,000, 230,000 or 115,000 volts. Section 188- Proximity- of the Regulations for Construction Projects in the *Occupational Health and Safety Act*, require that no object be brought closer than 6 metres (20 feet) to an energized 500 kV conductor. The distance for 230 kV conductors is 4.5 metres (15 feet), and for 115 kV conductors it is 3 metres (10 feet). It is the proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the *Act*. They should also be aware that the conductors can raise and lower without warning, depending on the electrical demand placed on the line.