

COUNTY OF WELLINGTON

PLANNING AND DEVELOPMENT DEPARTMENT
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NOTICE OF DECISION

**Application for Approval of Draft Plan of Subdivision
Under Subsection 51(37) of the Planning Act**

Approval Authority: County of Wellington

File Number: 23T-19001 – Terrell Heard Subdivision

IN THE MATTER OF AN APPLICATION for Draft Plan of Subdivision being Town of Erin Part Lot 13, Concession 3, Ospringe, in the County of Wellington

TAKE NOTICE that the Corporation of the County of Wellington gave approval for an application for draft plan of subdivision Wellington County File No. 23T-19001 under Section 51(31) of the Planning Act, R.S.O. 1990, c.P.13, as amended in respect of Town of Erin Part Lot 13, Concession 3, Ospringe, in the County of Wellington subject to conditions of approval.

PUBLIC INPUT: There were written submissions received and considered by the County of Wellington. Oral submissions were made at the Public Meeting.

RELATED APPLICATIONS – Application for Zoning By-law amendment was made to the Town of Erin File #Z19-04.

AND TAKE NOTICE that any person or public body may appeal the decision to approve or refuse the draft plan of subdivision, the lapsing provision (if applicable) or any of the conditions of the approval of the draft plan of subdivision (is applicable) to the Ontario Land Tribunal, by filing with the Director of Planning and Development for the County of Wellington, not later than **JUNE 21, 2023** a written notice of appeal setting out the reasons for appeal, accompanied by a certified cheque or money order the applicable fee of \$1100.00, made payable to the Minister of Finance of Ontario.

AND THAT the applicant or any public body may, at any time before the approval of the final plan of subdivision, under Section 51(58) of the Planning Act, appeal any of the conditions imposed by the Corporation of the County of Wellington by filing with the Director of Planning and Development a written notice of appeal that must set out the reasons in support of the appeal, accompanied by a certified cheque or money order the applicable fee of \$1100.00, made payable to the Minister of Finance of Ontario.

PLANNING ACT REGULATIONS (O.Reg 544/06, as amended)

Section 9(4)

- i. You will be entitled to receive notice of any changes to the conditions of approval of the draft plan of subdivision if you have either made a written request to be notified of the decision to approve or refuse to approve the draft plan of subdivision, or made a written request to be notified of changes to the conditions of approval of the draft plan of subdivision.
- ii. No person or public body shall be added as a party to the hearing of an appeal regarding any changes to the conditions of approval unless the person or public body, before the approval authority made its decision, made oral submissions at a public meeting or written submissions to the approval authority, or made a written request to be notified of the changes to the conditions or, in the Ontario Land Tribunal's opinion, there are reasonable grounds to add the person or public body as a party.

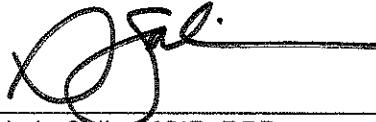
Section 9(5)

- i. Only individuals, corporations or public bodies may appeal decisions in respect to a proposed plan of subdivision to the Ontario Land Tribunal. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf.

- ii. No person or public body shall be added as a part of the hearing of the appeal of the decision of the approval authority, including the lapsing provisions or the conditions, unless the person or public body, before the decision of the approval authority, made oral submissions at a public meeting or written submissions to the council, or made a written request to be notified of changes to the conditions or, in the Ontario Land Tribunal's opinion, there are reasonable grounds to add the person or public body as a party.

A copy of the draft plan, decision, including the conditions, is attached. Additional information regarding the proposed plan of subdivision is available to the public for inspection in the Planning and Development Department of the County of Wellington, as well as at the Municipal Offices for the Town of Erin. during regular business hours.

DATED at the City of Guelph, County of Wellington Administration Centre, this June 1, 2023



Aldo L. Salsi, MCIP, RPP
Director of Planning and Development

**THE CORPORATION OF THE COUNTY OF WELLINGTON
DECISION OF THE CORPORATION OF THE COUNTY OF WELLINGTON**

With respect to an application by Terrell Heard pursuant to the provisions of Section 51 of the Planning Act, R.S.O. 1990 as amended for approval of a plan of subdivision, being Part Lot 13, Concession 3, Ospringe, Town of Erin in the County of Wellington. The Corporation of the County of Wellington has granted draft approval to this draft plan of subdivision subject to the following conditions of draft approval:

**CONDITIONS OF APPROVAL FOR
DRAFT PLAN OF SUBDIVISION 23T-19001**

No.	Condition
1	THAT this draft approval applies to the draft plan, County of Wellington File No. 23T- 19001 Project drawing No. 114234 last revised January 13, 2022 by IBI Group, and showing 13 single residential lots (2.704 ha); Block 1 for stormwater management/open space (0.260 ha) Block 2 Landscape Buffer (0.002 ha); Street A R.O.W. (0.631 ha; total land area of 3.597 ha.
2	THAT the Owner shall prepare the final plan generally on the basis of the approved draft plan of subdivision, prepared by IBI Group, revised and dated January 13, 2022, which illustrates 13 lots for detached dwelling units, stormwater management block, landscape buffer block, and roadways.
3	THAT the Owner shall, prior to final approval of this plan for registration, submit a schedule certified by an Ontario Land Surveyor indicating the areas and frontages of the Lots and Blocks within the Plan, to the satisfaction of the Town of Erin.
4	THAT prior to final approval by the County of Wellington, the proposed final plan of subdivision be given review and acceptance by the Town of Erin
5	THAT prior to the release for registration of the Plan, the Owner shall enter into and execute agreement(s) with The Corporation of the Town of Erin agreeing to satisfy all conditions, legal, financial (including fees and securities) and otherwise of the Town (collectively the "Subdivision Agreement"). The Subdivision Agreement and related documents shall be registered on title against the Lands, as provided for in the Planning Act, and, if applicable, at the sole expense of the Owner.
6	THAT the Owner hereby covenants and agrees that this agreement shall be deemed by the parties hereto and their successors and assigns, to constitute "other applicable law" within the meaning of the Building Code Act, S.O. 1992, c23, as amended, or any successor or replacement legislation and the Town's Chief Building Official shall not be required to issue, and the Owner hereby covenants and agrees not to request the issuance of, any building permit with respect to the Owners lands or part thereof until such time as the Owner has, in the unfettered opinion of the Town, fully complied with all such provisions of the agreement as are capable of compliance prior to construction of dwellings. This provision may be pleaded as an estoppel in any court application brought by the Owners to compel issuance of a building permit.
7	THAT prior to the execution of the Subdivision Agreement, the Lands shall be appropriately zoned by a zoning by-law that has come into effect in accordance with the provisions of the Planning Act, R.S.O. 1990, c.P.13, as amended (the "Planning Act"), including any terms under which the Town's Council will consider the removal of a holding "H" symbol, if applicable.
8	THAT the Owner agrees in writing to satisfy all the requirements, financial and otherwise, of the Town of Erin including but not limited to the provision and construction, where required, of roads,

stormwater drainage systems, street signs, fencing, landscaping, street lighting and other services for the proper and orderly development of the subject lands.

- 9 THAT the Owner agrees that prior to final approval, the Owner shall provide all applicable processing, administrative, consultant, and legal fees incurred by the Town related to the processing, administration and technical reviews pertaining to final approval. Such fees will be charged at the prevailing rates of approved Town Policies and By-laws on the day of payment.
- 10 THAT the Owner agrees in the Subdivision Agreement or the Pre-Servicing Agreement, whichever comes first, to submit financial security for the draft Plan of Subdivision as required by the Town of Erin, prior to the construction of any municipal infrastructure required to service the development.
- 11 THAT prior to execution of the Subdivision Agreement, the Owner shall provide a letter of credit, in an amount to be determined by the Town, for any works and infrastructure, applicable tree preservation and ecological restoration works outlined or required for this draft plan of subdivision to the satisfaction of the Town, to ensure compliance with all applicable Town requirements.
- 12 THAT the Owner shall agree in the Subdivision Agreement to make payment to the Town for all applicable Development Charges, in accordance with the Town's Development Charges By-law which is in effect at the time.
- 13 THAT the Owner shall be responsible for contributions for development review and inspection fees to the satisfaction of the Town of Erin.
- 14 THAT the Owner shall provide street names and signage to the satisfaction of the Town of Erin, and where those streets are not extensions of existing streets, that such new street names shall not be duplicates in spelling or phonetic sounding of street names elsewhere in the County of Wellington.
- 15 THAT a clause shall be added to the Subdivision Agreement stating that the Owner acknowledges and agrees that the Draft Plan and associated conditions of draft plan approval may require revisions, to the satisfaction of the Town, to implement or integrate any recommendations resulting from studies required as a condition of draft approval. Prior to final approval of the plan there may be minor redline revisions to ensure property alignment with existing or proposed lots, blocks streets, and/or facilities on lands adjacent to this Draft Plan.
- 16 THAT the Owner agrees to implement the requirements of all studies that are required by the Town of Erin for the development of this draft plan of subdivision to the satisfaction of the Town of Erin.
- 17 THAT prior to final approval the Owner shall satisfy any technical review comments provided by the Town's peer review consultants to the satisfaction of the Town.
- 18 THAT the Owner shall provide cash-in-lieu of parkland to the Town as required under the Planning Act, and the Town's Parkland By-law 22-41, as amended and the Town Official Plan. If registration and final approval proceeds in phases, the parkland dedication requirements shall be calculated based on the land area of the draft plan of subdivision as a whole as opposed to the land included in that particular phase of development.
- 19 THAT the Owner submit a tree preservation plan which will illustrate the protection of trees and other natural features where appropriate, with specific attention to preservation in all public open spaces within the draft plan of subdivision prior to the approval of a preliminary grading plan to the satisfaction of the Director, Infrastructure Services, Town of Erin. In addition, the Owner shall plant new trees and shrubs in accordance with the Landscape Compensation/Planting Plan and to the satisfaction of the Director, Infrastructure Services.

20 THAT the Owner agrees in the subdivision agreement, to undertake tree preservation and maintenance measures and to remove all dead, damaged and diseased trees within the plan of subdivision to the satisfaction of the Director, Infrastructure Services, Town of Erin.

21 THAT the Owner shall retain the services of the Landscape Architect until all landscape related works including but not limited to project monitoring, tree preservation, inspections, site management, Letter of Credit reductions and sign offs for assumption and end of general maintenance are completed and accepted to the satisfaction of the Director of Infrastructure, Town of Erin.

22 THAT the Owner agrees to submit a Subdivision Landscape and Fencing Plan, with respect to the provision of fencing and landscaping for the draft plan of subdivision, to the satisfaction of the Director, Infrastructure Services, Town of Erin. Such Plan shall include a 1.8 metre wooden fence in all required locations (including along the rear of lots 8 to 13 and adjacent to or backing onto 5418 and 5422 Second Line), and the location and design of all wood or acoustic fencing required by the plan of subdivision.

23 THAT the Owner provide temporary and/or silt fencing around the entire perimeter of the subject lands during construction, prior to the commencement of any works to the satisfaction of the Town.

24 THAT the Owner plant a minimum of 13 street trees along Street 'A'. The intent is to provide one tree per dwelling unit that faces onto Street 'A'.

25 THAT the Owner shall submit a construction management plan to the satisfaction of the Town. Such Plan to contain, among other things:

- details of erosion and sedimentation controls during all phases of construction and provide maintenance requirements to maintain these controls as per the Erosion & Sediment Control Plan;
- addressing the parking of vehicles and the storage of construction and building materials during servicing and house construction, and ensuring that such locations will not impede the flow of traffic or emergency vehicles on either existing streets or the proposed public street;
- insurance that the Town's Noise By-law will be adhered to and that all contractors, trades and suppliers are advised of this By-law;
- the provision of mud and dust control on all roads within and adjacent to the site;
- type and timing of construction fencing;
- location of construction trailers; and
- details of the temporary construction access.

26 THAT the Owner shall agree in the subdivision agreement that the location and design of the construction access for the subdivision work shall be provided only as approved by the Town of Erin and, if applicable, the County of Wellington.

27 THAT the Owner shall provide a Reference Plan, identifying property boundaries, all blocks, reserves, easements, right-of-ways, to the Town of Erin.

28 THAT the Owner convey to the Town, at no cost to the Town: any easements as required; and, any reserves as required by the Town.

29 THAT the Owner conveys 0.3 m reserves along Block 2 in the Draft Plan and any other open sides or dead ends of road allowances created by this draft plan, to the Town of Erin.

30 THAT such conveyances and easements as may be required for utilities, fire protection facilities, telecommunications and drainage purposes shall be granted to the appropriate authority.

- 31 THAT the Owner shall provide any required easements, for works, facilities or use rights, that are required by the Town of Erin to the satisfaction of the Director, Infrastructure Services, Town of Erin.
- 32 THAT the Owner shall agree in the Subdivision Agreement to construct at its expense, and to the specifications outlined by the Town, SWM facilities on Block 1, which the Owner shall convey to the Town without monetary consideration and free of all encumbrances.
- 33 THAT the road allowances included in this Draft Plan shall be shown and dedicated as public highways to the satisfaction of the Town. Road widenings, daylight triangles, walkway blocks, environmental and buffer blocks, and 0.3 m reserves included within this draft plan of subdivision shall be dedicated to the Town or the County without monetary consideration and free of all encumbrances.
- 34 THAT prior to registration of the Plan, the Owner shall provide the Town of Erin a Solicitor's Title Opinion for the Lands.
- 35 THAT prior to any site alteration or final approval, the Owner shall prepare to the satisfaction of the Town and County:
 - a. Detailed Plan & Profile Engineering Drawings in accordance with the current Town Engineering Standards.
 - b. A final detailed stormwater management report and plans in accordance with the IBI Group Stormwater Management Report (dated December 22, 2021).
 - c. An Erosion and Sediment Control Plan;
 - d. A final detailed lot grading and drainage plan
 - e. A tree inventory and protection plan
 - f. A detailed landscape plan; and
 - g. Construction Impact Mitigation Plan.
- 36 THAT the Owner shall agree in the Subdivision Agreement to maintain all SWM and erosion and sedimentation control structures in good repair and operating order throughout all phases of construction until final acceptance of services has been granted by the Town.
- 37 THAT the Owner agrees that if major overland flows from the subdivision traverse through external lands not owned by the Owner, the Owner will make the necessary arrangements with the adjacent property owner to construct the overland flow route(s) on the external lands to the downstream receiving stormwater management facility, and convey lands or easements required for the conveyance of overland flows to the satisfaction of the Town.
- 38 THAT the Owner shall submit a final detailed report prepared by a Professional Engineer to the satisfaction of the Chief Building Official, certifying the quality/suitability of all fill material placed within the subdivision on the property. This report shall include a description of the placement location and quality/suitability of the fill material to be placed on the property.
- 39 THAT the subdivision agreement shall contain provisions that prior to any grading and construction on the site, the Owner shall retain a qualified hydrogeologist consultant to prepare and implement a private well monitoring program of existing residential wells which will include a review of the status of water supply with consideration for quality and quantity and details regarding the remediation of any impacts determined to be a result of the proposed development to the satisfaction of the Town of Erin.
- 40 THAT the Owner shall satisfy the Director, Infrastructure Services, Town of Erin, respecting a stormwater drainage and management system to service all the lands in the subdivision, and any provisions regarding easements.

41 THAT the Owner agrees to obtain all permits and/or approvals from the Town, County and/or relevant approval authority, prior to the commencement of preliminary grading and/or construction of the stormwater management facility.

42 THAT the Owner agrees that all stormwater management facilities and LID Measures will be designed to be consistent with the Town's Engineering Guidelines.

43 THAT the Owner obtain authorization from abutting land owners for all off-site grading to the satisfaction of the Director, Infrastructure Services, Town of Erin.

44 THAT the Owner shall submit a site grading plan showing the trees to be preserved based on the approved Tree Preservation Plan prior to the issuance of a Top Soil Stripping Permit, Site Alteration Permit or Pre-Servicing Agreement to the satisfaction of the Town.

45 THAT where the Owner wishes to proceed with preliminary grading prior to final approval of the plan, the following shall be required:

- a. The Owner or their agents shall submit the following plans and reports to the satisfaction and approval of the Town of Erin:
 - i. A final detailed stormwater management report and plans in accordance with (name of consultant's report). This report shall include:
 - Geotechnical information addressing the infiltration potential on the site;
 - A water balance for the site; and
 - That overall recharge rates be maintained pre to post construction.

In addition, a Storm Servicing Plan and Landscape Plan shall be included.

- ii. An Erosion and sedimentation control plan indicating the means whereby erosion will be minimized and sediment retained on site throughout all phases of grading and construction. The plan shall include a monitoring and maintenance program, and provision for the timely revegetation of the site.
- iii. A final detailed lot grading and drainage plan showing the limits of all grading, including existing and proposed grades, and information such as the tentative house locations, proposed top of foundation wall, minimum basement floor, the average groundwater elevation recorded between November 1 and April 30 for each lots, and tile field locations with their sizes and elevations complete with any other special features necessary to ensure adequacy of the tertiary septic system and drainage for each lot.

- b. Acceptance of all plans referred to in Condition 35;
- c. Final approval of any implementing zoning by-law for the subject lands;
- d. Approval of the Town Engineer, in accordance with the Town's Site Alteration and Pre-Servicing requirements;
- e. Any additional agreements as required by the Town of Erin.

46 THAT the subdivision agreement shall contain provisions to ensure that the lots will be made suitable for tertiary sewage treatment units to the standards and policies of the Town of Erin and the requirements of the Ontario Building Code.

47 THAT the subdivision agreement shall contain provisions acceptable to the Town to ensure that all unused wells and septic systems on the subject land are decommissioned in accordance with applicable laws and regulations.

48 THAT the subdivision agreement shall contain provisions requiring the installation of all wells into the bedrock, in wording satisfactory to the Town of Erin.

49 THAT the subdivision agreement shall contain provisions acceptable to the Town requiring the installation of private disinfection equipment for private water supply in all residential units.

50 THAT all regulatory signs must be installed at the completion of the base course asphalt and maintained by the Owner until "Final Acceptance" by the Town. All signs indicating parking restrictions are to be installed prior to the first occupancy in residential developments. And that the Owner will be responsible for installing all street signs and maintaining all signs in the subdivision until assumption of the subdivision by the Town. Temporary street name signs are to meet Town of Erin (Roads Department) approval for size, height, lettering and locations, and are to be installed by the Owner prior to the issuance of the first building permit in the subdivision. Prior to final assumption, the Owner will install all permanent street names signs to meet Ontario Traffic Manual, Book 8, pg. 109 section 8.3, Street name Blade Signs. The cost for these signs will be paid by the Owner.

51 THAT the Owner agrees to design and construct all municipal roads in accordance with Town standards and specifications.

52 THAT the Owner agrees that hydro-electric, telephone, gas and television cable services, and any other form of telecommunication services shall be constructed at no cost to the Town as underground facilities within the public road allowances or within other appropriate easements, as approved on the Composite Utility Plan, to the satisfaction of the Town and authorized agencies.

53 THAT the Owner shall provide confirmation to the Town that it has entered into any agreement or agreements required by any applicable utility companies, including Hydro One, Enbridge, telecommunications companies, etc.

54 THAT prior to the Owner offering any lots or blocks on the Plan for sale, the Owner shall obtain written approval from the Town of the following information with respect to the location of sales trailers, display plans and other information to be used for sales and/or marketing purposes, which information and related materials (referred to as the Community Information Plan) are required to be kept up-to-date to reflect the most current approvals, and/or submissions related to the Plan, and/or engineering design drawings, and other such matters as may be required by the Chief Building Official and Director, Infrastructure Services:

- a. the latest version of the approved Plan(s) or registered Plan(s), including any phasing;
- b. the Draft Plan and adjacent lands including all sidewalks and walkways, community mail boxes, parks by type (including all recreational facilities to be provided), schools, churches, open space areas, environmental protection areas, stormwater management ponds, landscaping, entranceway features, noise attenuation measures (both internal and external to the dwelling unit), erosion control facilities, buffer areas, watercourses, and surrounding land uses;
- c. a copy of the approved zoning by-law for the Lands together with a copy of the executed Development Agreement (as soon as it is available); and
- d. a copy of the approved grade and utility composite plan showing the location of all community facilities (community mail boxes, bus shelter and stops, street trees, sidewalks, street light poles, hydrants, cable boxes, transformers or any other above grade facilities).

If there is no Sales Trailer, the Owner shall make the Community Information Plan available for public viewing on its website, where lots are being advertised for sale.

55 THAT the subdivision agreement shall contain wording which is satisfactory to the Town of Erin, that all Purchase and Sale Agreements contain the following clauses to advise purchasers that:

- a. All residential lots will be serviced by private individual potable water and tertiary sewage treatment units and to identify the property owners' maintenance obligations of such systems;
- b. There are nearby properties used for farming and/or the keeping of livestock. According to the Ontario Ministry of Agriculture Food and Rural Affairs "Farms can be noisy, dusty,

and have odours. Just like any other business, farms have a production schedule. During planting and harvesting season, there may be extra lights in a field at night or equipment working on the farm late in the day. Normal farm practices are activities that happen on the farm as part of day-to-day business. Some of these activities create disturbances that are considered normal farm practices are allowed to happen on a farm.”

- c. That purchasers/tenants of Lots 1 to 4 are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Ministry of the Environment.
- d. That purchasers/tenants of Lots 1 to 4 are advised that this dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Ministry of the Environment.
- e. The purchasers/tenants of Lot 1 are advised that Lands adjacent to this property have been conveyed to the Town of Erin for environmental protection and/or stormwater management purposes. These lands will be left in an untouched, naturalized state. Purchasers are advised that building encroachments, dumping of yard waste, and removal of grass and vegetation are not permitted on Town-owned lands. No fence gates shall be permitted between private property and environmentally sensitive areas. Purchasers are further advised that trails are planned to be constructed within the valley system which may result in pedestrian traffic and noise.
- f. All development charges related to this plan of subdivision have been paid.

- 56 THAT the Owner shall prepare a Homeowner's Manual that provides, among other things, information regarding the homeowners' obligations related to private wells and private sewage treatment system maintenance; the method of storm water drainage within the development and significance of maintaining existing grades and drainage flows. The homeowners' manual shall also contain information regarding normal farm practices and schools in the area
- 57 THAT the Owner shall provide a copy of the Homeowner's Manual to each purchaser.
- 58 THAT the Owner shall be responsible for posting signage on the property addressing Emergency Services Assistance to the satisfaction of the Town.
- 59 THAT the Owner agrees to design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to, sewers, watermains, light standards, utilities, stormwater management facilities, and roads to the satisfaction of, and at no cost to, the Town and, where applicable, the County.
- 60 THAT the Owner agrees to enter into a construction agreement and/or an encroachment agreement and/or any other agreement deemed necessary to permit the construction of municipal services, roads, stormwater management facilities or any other services that are required external to the draft Plan of Subdivision and that are required to service the proposed subdivision to the satisfaction of the Town. The Owner agrees to obtain a road occupancy permit if required and/or permission or license to enter, if required, from the external land owners prior to commencing any external works to the satisfaction of the Town and the County. The Owner further agrees to pay all costs associated with the construction of any external works required for the development on lands owned by the Town and/or County, to the satisfaction of the Town and/or County. The costs associated with the external works may be eligible for Development Charges credit.
- 61 THAT the Owner shall acknowledge and agree that the adequacy and reliability of water supplies for firefighting purposes are subject to review and approval by the Fire Chief or their designate.

62 THAT prior to final approval the Owner shall provide the Town with a detailed letter outlining how each of the conditions have been satisfied.

63 THAT Education Development Charges shall be collected with the issuance of a building permit(s).

64 THAT the developer shall agree to provide the Upper Grand District School Board with a digital file of the plan of subdivision in either ArcGIS (shapefile or geodatabase) format or DXF format using a projected geographic coordinate system, containing the following information: parcel fabric and street network.

65 THAT the developer shall agree in the subdivision agreement that adequate sidewalks, lighting and snow removal (on sidewalks and walkways) will be provided to allow children to walk safely to school or to a designated bus pickup point.

66 THAT the developer and the Upper Grand District School Board reach an agreement regarding the supply and erection of a sign (at the developer's expense and according to the Board's specifications) affixed to the permanent development sign advising prospective residents about schools in the area.

67 THAT the developer shall agree in the site plan agreement to advise all purchasers of residential units and/or renters of same, by inserting the following clause in all offers of Purchase and Sale/Lease:
"In order to limit liability, public school buses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up students, and potential busing students will be required to meet the bus at a congregated bus pick-up point."

68 THAT the Owner acknowledges and agrees to convey any easement(s) as deemed necessary by telecommunication provider to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to telecommunication provider.

69 THAT the Owner agrees that should any conflict arise with existing telecommunication provider facilities or easements within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

70 THAT prior to final approval, the Owner/Developer shall provide written confirmation from an authorized service provider that communication/telecommunication facilities will be provided within the proposed development to enable, at a minimum, the delivery of communication/telecommunication services for emergency management services (i.e. 9-1-1 Emergency) in accordance with CRTC requirements.

71 THAT that the owner/developer shall complete to the satisfaction of Canada Post the following

- a. The owner/developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
- b. The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
- c. The owner/developer will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.
- d. The owner/developer will agree to prepare and maintain an area of compacted gravel to

Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.

- e. The owner/developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
- f. The owner/developer agrees, prior to offering any of the 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 Community Mailbox site locations, as approved by Canada Post and the Township of Ospringe (Town of Erin).
- g. The owner/developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new home purchaser that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot #'s) of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easements granted to Canada Post.
- h. The owner/developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off.

72 THAT the owner/developer provide to Union Gas (Enbridge Gas Inc.) the necessary easements and/or agreements required by Union Gas for the provision of gas services for this project, in a form satisfactory to Enbridge.

73 THAT a conveyance of a one foot reserve along Wellington Road 124 in favor of the County of Wellington be registered.

74 THAT a Petition for Municipal Drain shall be implemented for this development to ensure that the proposed storm water pond, stormceptor and outlet that will flow into existing County of Wellington infrastructure will be properly maintained under the Drainage Act.

75 THAT the Owner agrees to submit a final updated Traffic Noise Mitigation report that addresses the acoustical peer review comments prepared by Valcoustics Canada Ltd. and dated February 15, 2023 and pay any associated third party review costs, if required, and that the final recommended mitigation measures accepted by the County shall be implemented to the satisfaction of the County of Wellington.

76 THAT the Owner agrees to design the sound barrier to meet the requirements as defined by the Ministry of Environment, Conservation and Parks (MECP) Publication NPC-300 and that the design of the sound barrier be completed to the satisfaction of the County.

77 THAT prior to final approval, the Owner agrees to install an acoustic barrier to the satisfaction of the County along lots 1 to 4.

78 THAT the Owner agrees to include a clause within the subdivision agreement that the installation of the sound barrier is the sole responsibility of the Owner and that a future purchaser is required to:

- Maintain the sound barrier and not let the sound barrier to fall into disrepair, and to repair, and replace at their own expense all sound barriers as necessary to maintain them in their original conditions. Any repairs and replacements shall be made to the same standard and using the same materials and colours as the original sound barrier.
- Not alter to remove the original material or colour of the sound barrier unless authority in writing from the County is received.

79 THAT the Purchase and Sale Agreements contain clauses to advise purchasers that:

- It is their responsibility to maintain the sound barrier and not let the sound barrier to fall into disrepair, and to repair, and replace at their own expense all sound barriers as necessary to maintain them in their original conditions. Any repairs and replacements shall be made to the same standard and using the same materials and colours as the original sound barrier.
- Not alter or remove the original material or colour of the sound barrier unless authority in writing from the County is received.

80 THAT the Owner shall provide to the County of Wellington an AUTOCAD "dwg" digital file of the final plan to be registered.

81 THAT the Owner have prepared by an Ontario Land Surveyor a final plan in accordance with the Surveys Act, and with the Registry Act or the Land Titles Act, as the case may be and have provided that plan (being 2 mylars and 4 white prints) to the Director of Planning and Development for the County of Wellington prior to the lapsing date.

82 THAT if final approval is not given to this draft plan No. 23T-19001 within five years of draft approval and if no extensions have been granted pursuant to subsection 51(33) of the Planning Act, draft approval shall lapse under subsection 51(32) of the Planning Act, R.S.O. 1990. If an extension is being requested, a written explanation together with a resolution from the Town of Erin must be received by the Director of Planning for the County of Wellington prior to the lapsing date of JUNE 2, 2028.

83 THAT the County of Wellington be advised in writing by the Town of Erin that conditions 2 to 62 (inclusive) have been satisfied.

84 THAT the County of Wellington be advised in writing by the Upper Grand District School Board that conditions 63 to 67 have been satisfied.

85 THAT the County of Wellington be advised in writing by the telecommunication provider that conditions 68 to 70 have been satisfied.

86 THAT the County of Wellington be advised in writing by the Canada Post that condition 71 has been satisfied.

87 THAT the County of Wellington be advised in writing by Enbridge that condition 72 has been satisfied.

88 THAT the County of Wellington be advised in writing by the County of Wellington Roads Department that conditions 41, 73 and 74 have been satisfied.

89 THAT the Owner/Developer remit to the County of Wellington the applicable final approval fee when the final plan is being presented to the County of Wellington for the County's consideration for final plan approval.

NOTES to DRAFT APPROVAL

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Wellington, quoting the County plan of subdivision file number (23T-19001).

2. Clearances are required from the following agencies:

Town of Erin

Upper Grand District School Board

Bell/Telecommunication Provider

Canada Post

Enbridge Gas

Wellington County Roads Department

If the agency condition relates to a condition(s) in the subdivision agreement, a copy of the subdivision agreement should be sent to them. This will expedite the clearance of the final plan.

3. The costs of any relocations or revisions to Hydro facilities which are necessary to accommodate this subdivision will be borne by the developer.
4. An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 - Proximity - of the Regulations for Construction Projects in the *Occupational Health and Safety Act*, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. 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 electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating "*DANGER - Overhead Electrical Wires*" in all locations where personnel and construction vehicles might come in close proximity to the conductors.
5. The Owner is advised to contact Bell Canada at planninganddevelopment@bell.ca during the detailed utility design stage to confirm the provision of communication/telecommunication infrastructure needed to service the development.
6. It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure.
7. If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.
8. Measurements in final plans may be presented in metric or imperial units of measurement.
9. The final plan approved by the County of Wellington must be registered within 30 days of final approval or the County of Wellington may withdraw its approval under subsection 51(59) of the Planning Act, R.S.O. 1990 as amended.
10. 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 to provide communication/telecommunication service to 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,

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 (i.e. 911 Emergency).

11. Payment of clearance letter fees may be required from the clearing agencies before the clearance letter is issued. Please contact the appropriate agency for information in this matter.

79 THAT the Purchase and Sale Agreements contain clauses to advise purchasers that:

- It is their responsibility to maintain the sound barrier and not let the sound barrier to fall into disrepair, and to repair, and replace at their own expense all sound barriers as necessary to maintain them in their original conditions. Any repairs and replacements shall be made to the same standard and using the same materials and colours as the original sound barrier.
- Not alter or remove the original material or colour of the sound barrier unless authority in writing from the County is received.

80 THAT the Owner shall provide to the County of Wellington an AUTOCAD "dwg" digital file of the final plan to be registered.

81 THAT the Owner have prepared by an Ontario Land Surveyor a final plan in accordance with the Surveys Act, and with the Registry Act or the Land Titles Act, as the case may be and have provided that plan (being 2 mylars and 4 white prints) to the Director of Planning and Development for the County of Wellington prior to the lapsing date.

82 THAT if final approval is not given to this draft plan No. 23T-19001 within five years of draft approval and if no extensions have been granted pursuant to subsection 51(33) of the Planning Act, draft approval shall lapse under subsection 51(32) of the Planning Act, R.S.O. 1990. If an extension is being requested, a written explanation together with a resolution from the Town of Erin must be received by the Director of Planning for the County of Wellington prior to the lapsing date of JUNE 2, 2028.

83 THAT the County of Wellington be advised in writing by the Town of Erin that conditions 2 to 62 (inclusive) have been satisfied.

84 THAT the County of Wellington be advised in writing by the Upper Grand District School Board that conditions 63 to 67 have been satisfied.

85 THAT the County of Wellington be advised in writing by the telecommunication provider that conditions 68 to 70 have been satisfied.

86 THAT the County of Wellington be advised in writing by the Canada Post that condition 71 has been satisfied.

87 THAT the County of Wellington be advised in writing by Enbridge that condition 72 has been satisfied.

88 THAT the County of Wellington be advised in writing by the County of Wellington Roads Department that conditions 41, 73, 74 and 79 have been satisfied.

89 THAT the Owner/Developer remit to the County of Wellington the applicable final approval fee when the final plan is being presented to the County of Wellington for the County's consideration for final plan approval.