



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-21002 – Hillsburgh Heights Inc. – Briarwood Subdivision

**IN THE MATTER OF AN APPLICATION** for Draft Plan of Subdivision being Town of Erin Lot 26, Concession 7, Hillsburgh 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-21002 on the 19<sup>th</sup> of December, 2025 under Section 51(31) of the Planning Act, R.S.O. 1990, c.P.13, as amended in respect of Town of Erin Lot 26, Concession 7, Hillsburgh in the County of Wellington subject to conditions of approval.

**PUBLIC INPUT:** There were written submissions received and considered by the County of Wellington.

**RELATED APPLICATIONS** – applications submitted to Town of Erin for proposed Official Plan Amendment File # OP21-01 and Zoning By-law File Z21-09.

**AND TAKE NOTICE** that an appeal to the Ontario Land Tribunal in respect to all or part of this Draft Plan of Subdivision may be made by filing a notice of appeal with the County of Wellington either via the Ontario Land Tribunal e-file service (first-time users will need to register for a My Ontario Account) at <https://olt.gov.on.ca/e-file-service/> by selecting **Wellington County** as the Approval Authority or by mail 74 Woolwich Street, Guelph, ON N1H 3T9, no later than 4:00 p.m. on **JANUARY 9, 2026**. The filing of an appeal after 4:00 p.m., in person or electronically, will be deemed to have been received the next business day. The appeal fee of \$1,100.00 (per Application) can be paid by certified cheque/money order to the **Minister of Finance, Province of Ontario**. If you wish to appeal to the Ontario Land Tribunal (OLT) or request a fee reduction for an appeal, forms are available from the OLT website at [www.olt.gov.on.ca](http://www.olt.gov.on.ca). If the e-file portal is down, you can submit your appeal to [landdivisioninfo@wellington.ca](mailto:landdivisioninfo@wellington.ca)

**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 as directed above.

Any of the following may, at any time before the approval of the final plan of subdivision, appeal any of the conditions imposed by the approval authority; the applicant; the Minister; the municipality; any public body that, before the appeal authority made its decision, made oral submissions at a public meeting, if one was held, or written submissions to the approval authority.

**Who Can File An Appeal**

As per Section 51(39) the following may file an appeal of the decision with the approval authority: a specified person, a public body and the registered owner, if before the plan was adopted made oral submission at a public meeting or written submission to the Council; the Minister; the municipality; and in the case of a request to amend the plan, the person or public body that made the request.

**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 proposed plan of subdivision if you have made a written request to be notified of changes to the conditions.

- 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, if one was held, 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. No person or public body shall be added as a party to 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 December 19, 2025



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Aldo L. Salis, 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 Hillsburgh Heights Inc. - Briarwood Subdivision 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 the Lot 26, Concession 7, now Town of Erin (Hillsburgh) 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-21002**

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<b>No.</b>	<b>Condition</b>
1	THAT this draft approval applies to the draft plan, County of Wellington File No. 23T-21002 prepared by Candevcon Limited, Dated November 12, 2021, Revision 15, dated August 14, 2025 which illustrates 195 lots for detached dwelling units, 174 townhouse units (Blocks 8 - 13A); Park (Block 1); School (Block 2); Stormwater Management Pond (Blocks 3-4); Walkway (Block 6); Heritage House (Block 7); 0.3m Reserve (Blocks 14-14E); Diversion Ditch (Block 15); Temporary Turning Circle (Block 16); Roads (Streets A-L). Total land area being 34.45 ha.
2	THAT 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. The Subdivision Agreement shall contain provisions for the appropriate maintenance provisions and periods for all works and infrastructure to be conveyed to the Town, or the County, and the requirements for the assumption of all works and infrastructure, to the satisfaction of the Town or the County.
3	THAT the Owner shall agree in the Subdivision Agreement that minor redline revisions to the Draft Plan may be required to ensure property alignment with existing or proposed lots, blocks, streets, and/or facilities on lands adjacent to the Draft Plan, to the satisfaction of the Town and all other authorities having jurisdiction in the matter. The Owner shall further agree that as a result of any unforeseen technical engineering issues which arise during the review of the final engineering drawings required revisions to the Plan of Subdivision may include reducing the number of residential building lots or reconfiguring the roads or lots to the Town's satisfaction. Further, it may be necessary to amend or revise the other conditions of draft approval accordingly.  Please note an updated review of the plan, revisions to the conditions of approval, and any applicable fees, may be necessary if an extension is to be granted.
4	THAT the Owner shall satisfy any technical review comments provided by the Town's external Peer Review Consultants, including Legal, Planning & Engineering, to the satisfaction of the Town. Further, the Owner agrees to be responsible for paying all costs associated with the Town's external Peer Review Consultants.
5	THAT prior to the release for registration of the M-Plan, the Owner shall submit, to the satisfaction of the Town, the final draft M-Plan in both an electronic and hard copy version of the signed white paper print as approved by the Land Registry Office for registration.

- 6 THAT prior to the release for registration of the M-Plan, the Owner shall submit, to the satisfaction of the Town, an electronic and hard copy version of the signed final draft Reference Plan(s) as approved by the Land Registry Office for registration
- 7 THAT prior to the execution of the Subdivision Agreement, for the phase being built, the Owner shall, submit a schedule certified by an Ontario Land Surveyor indicating the areas and frontages of the Lots and Blocks within the Phase being built within the Plan, to the satisfaction of the Town.
- 8 THAT prior to the execution of the Subdivision Agreement, the Lands shall be:
  - a. appropriately designated in the Official Plan by an official plan 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"); and
  - b. 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.
- 9 THAT the Owner hereby covenants and agrees that the Subdivision 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.
- 10 THAT the Owner shall agree in the Subdivision Agreement to satisfy all the requirements, financial and otherwise, of the Town including but not limited to the provision and construction, where required, of roads, watermains, sanitary sewers, storm sewers, secondary emergency access, stormwater drainage systems, street signs, fencing, landscaping, street lighting, park equipment and other services for development of the Plan.
- 11 THAT prior to the execution of the Subdivision Agreement, 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. County fees will include Planning Department fees for administration and review of final approval for registration and all required legal and consulting fees associated with the County sign-off of draft plan conditions.
- 12 THAT upon execution of the Subdivision Agreement, for the phase being built, or the Site Alteration Agreement the Owner shall provide a letter of credit, in an amount to be determined by the Town Engineer, for all works within the Phase being built on the Draft Plan of subdivision to the satisfaction of the Town and the County, to ensure compliance with all applicable Town and County requirements.
- 13 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 and in accordance with the Development Charges Act.
- 14 THAT prior to the execution of the Subdivision Agreement, the road allowances for the phase being built on the Plan shall be named to the satisfaction of the Town and County, and where

those streets are not extensions of existing streets, that such new street names shall not be duplicated in spelling or phonetic sounding of street names elsewhere in the County.

- 15 THAT the Owner shall agree in the Subdivision Agreement to erect and maintain signs on any vacant land within the Plan indicating the designated or proposed use of all lots and/or blocks (including temporary turning circles) on the Plan, other than those lots designated for residential purposes.
- 16 THAT the Owner shall agree in the Subdivision Agreement to implement the requirements of all studies that are required by the Town Engineer for the development within the Plan of subdivision to the satisfaction of the Town Engineer.
- 17 THAT prior to the execution of the Subdivision Agreement or release for registration of the draft Plan of Subdivision, or any phase within the Plan, the Owner shall submit all technical reports, studies and engineering drawings that detail, among other things but not limited to, Town services, roads, storm sewers, stormwater management facilities, watermains, sanitary sewers, sidewalks, lot grading, parks, streetlights, fencing and tree planting, and financially-secure such works, in accordance with the Town Engineering Design Standards to the satisfaction of the Town Engineer. Prior to execution of the Subdivision Agreement or release for registration of the draft Plan of Subdivision, or any phase within the Plan, the Owner shall also agree to revise the draft Plan(s) of Subdivision and or submit additional studies, as necessary to address all outstanding comments and incorporate the design and recommendations of the accepted technical reports, studies, and engineering drawings.
- 18 THAT prior to undertaking any grading or site alteration within the Plan, the Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, whichever comes first, to submit to the satisfaction of the Town, County and the Credit Valley Conservation the following:
  - a. Erosion Sedimentation Controls (ESC) Report (including calculations related to, size sediment ponds during construction, size temporary cut-off swales, size of topsoil stockpiles etc).
  - b. ESC Drawings showing construction access mat, silt control fence, silt ponds and traps, temporary cut-off swales.
  - c. Phase 1 & 2 ESA's.
  - d. Environmental Impact Study (EIS) Report.
  - e. Comprehensive Tree Removal & Tree Protection Drawings and an associated Arborist Report.
  - f. Geotechnical report(s), especially for recommendations for placing suitable fill material.
  - g. 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;
  - h. Hydrogeological Assessment report(s).
  - i. 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;

- j. Provision of mud and dust control on all roads within and adjacent to the site;
  - k. A feature based water balance and monitoring plan including adaptive management measures, be prepared and implemented.
  - l. Location of construction trailers;
  - m. Detailed Grading Plans and Construction Site Drawings, including fulfilling all requirements for the issuance of a permit pursuant to Ontario Regulation 160/06 for any proposed grading within a regulated area, and
  - n. Construction Management/Traffic Management Plan(s) identifying primary and secondary haul routes for all equipment/materials entering or leaving the site(s). The Plan(s) should show at a macro level the routes to and from the site (avoiding residential areas where possible) and at a micro level the specifics around the entrances to and from the site.
- 19 THAT prior to the execution of the Subdivision Agreement, the Owner shall prepare a Neighbourhood Design Plan to the satisfaction of the Town which includes but is not limited to the following.
- a. Detailed Street Block and Land Use Plan
  - b. Comprehensive streetscape and open space plan
  - c. Sidewalk mobility plan
- 20 THAT the Owner shall agree in the Subdivision Agreement, if applicable, that prior to registration of the Plan, or any phase thereof, to submit the following plans or reports for review and approval, to the satisfaction of the Town:
- a. Phasing Plan for the review and approval which details the order and progression of the development and construction of the phases/stages of the draft plan of subdivision. The Phasing Plan shall address/include:
  - b. The orderly development of the subject lands, together with consideration for adjacent lands and access and servicing connections thereto; and the orderly sequence of services.
  - c. Available water and sanitary servicing capacity.
  - d. The timing of the construction of associated servicing works, stormwater management facilities (temporary and permanent), roads improvements, internal and external to the draft plan.
  - e. The first phase/stage shall include all the municipal infrastructure and municipal blocks associated with that phase, and more specifically, shall include the stormwater management and related drainage facilities, all environmental lands (and related buffers) to be conveyed into public ownership, and other blocks as required by and to the infrastructure and municipal blocks, and more specifically, shall include the stormwater management and related drainage facilities, all environmental lands (and related buffers) to be conveyed into public ownership, and other blocks as required by and to the satisfaction of the Town.

- 21 THAT prior to the registration of the Draft Plan the Owner shall submit plans to the Town, if applicable, detailing any phasing of construction and development, together with the means by which construction access to the Lands will be gained during any construction or phasing, and shall satisfy the Town with respect to arrangements necessary to provide for coordination of services and roads with adjacent lands and any phasing of development that may be required.
- 22 THAT prior to registration of the Draft Plan the Owner shall provide all necessary servicing easements related to each phase to service the property or any phase thereof to the satisfaction of the Town.
- 23 THAT the Owner shall agree in the Subdivision Agreement, if applicable, to phasing arrangements which may involve placing limitations on the issuance of Building Permits for residential lots within the plan and/or the registration of restrictive covenants in favour of the Town pursuant to section 118 of the Land Titles Act, R.S.O. 1990, c. L.5 preventing the sale or transfer of lots to third party purchasers prior to meeting phasing requirements related to matters such as the provision of access and the availability of municipal services.
- 24 THAT prior to the execution of the Subdivision Agreement, the Owner shall provide, to the satisfaction of the Town, Urban Design/Architectural Control Guidelines dealing with such matters as street furniture, streetscape, boulevard planting, pedestrian linkages, bicycle paths, entrance features and architectural compatibility within the development and with adjacent development, in accordance with the Town of Erin Community & Urban Design Guidelines. Further, the guidelines are to contain appropriate design elements for development in proximity to heritage lots, that includes landscaping, house siting and design standards that have regard to compatible building types, colours and material palettes while having regard for modern building designs, techniques and materials. The recommendations of the Architectural Control Guidelines shall be implemented and overseen by a control architect to the satisfaction of the Town.
- 25 THAT the Owner shall agree in the Subdivision Agreement to consider, where feasible, the recommendations of the Urban Design Guidelines, as guiding principles, while recognizing that the Zoning By-law and Approved Plans shall govern. Any applicable recommendations of the Urban Design Guidelines, including proposed sustainability features, shall be incorporated into landscape plans, Architectural Control Guidelines, engineering plans, and any other required design documents, to the satisfaction of the Town, where such incorporation is consistent with the governing Zoning By-law and Approved Plans.
- 26 THAT the Owner shall agree in the Subdivision Agreement to establish Urban Design/Architectural Control review and implementation protocol to be carried out by a control architect during the construction of the plan to the satisfaction of the Town.
- 27 THAT the Owner shall agree in the Subdivision Agreement that any plans submitted for model home permits for any building within the plan of subdivision shall bear an approval stamp identifying the architectural company retained for architectural control and the signature of the control architect. The approval stamp shall certify that the building elevations are designed in accordance with the approved Architectural Control Guidelines.
- 28 THAT the Owner shall ensure that the design architect for any buildings within this draft plan of subdivision shall not also assume the role of control architect for this draft plan of subdivision.
- 29 THAT prior to the release for registration of the Draft Plan of Subdivision, or any phase thereof, the Owner shall submit landscape plans prepared by a qualified landscape architect based upon the Town Urban Design Guidelines, the approved Architectural Control Guidelines, and the approved Buffer and Landscape Restoration Plans, to the satisfaction of the Town and the County and including the following:

- a. For all public streets, streetscape plan and street tree planting in accordance with Town Engineering Design Standards;
- b. A specialized depth of topsoil in accordance with Town Engineering Design Standards in the entire municipal boulevard to appropriately plant boulevard trees;
- c. Noise attenuation berming/fencing as required including demonstrating that the installation of noise mitigation will minimize potential impacts of drifting snow on Trafalgar Road;
- d. For all lots backing or flanking onto an Open Space/Natural Heritage Block, Park Block, School Block or SWM Block, install all Safety or Acoustical fencing on the property line prior to occupancy, in accordance with Town Engineering Design Standards and as determined appropriate by the Town Engineer. If occupancy is granted between November 1 and April 30 the Safety or Acoustical fencing shall be completed by the following July 31;
- e. Provide landscaping for all open space, stormwater and walkway blocks;
- f. A trail network;
- g. Restoration works identified in the Buffer and Landscape Restoration Plans; and,
- h. Any other landscaping as determined in the Urban Design Guidelines, Architectural Control Guidelines and the Tree Inventory and Compensation Schedule.

30 THAT the Owner shall construct all landscape works in accordance with the Landscape Plans at no cost to the Town.

31 THAT the Owner shall require all builders to include the following clause in all agreements of purchase and sale:

“PURCHASERS ARE ADVISED THAT AS A CONDITION OF APPROVAL OF THE SUBDIVISION WITHIN WHICH THIS LOT IS LOCATED, THE TOWN OF ERIN HAS REQUIRED THE DEVELOPER TO UNDERTAKE AND BEAR THE COST OF THE FOLLOWING ITEMS:

- STREET TREES (TREES PLANTED IN THE TOWN BOULEVARD OR IN ADJACENT PUBLIC LANDS;
- FENCING AS REQUIRED BY THE TOWN;
- NOISE ATTENUATION INCLUDING BERMING/FENCING AS IDENTIFIED IN THE FINAL NOISE IMPACT STUDY;
- FENCING OF PARKS, WALKWAYS AND STORMWATER MANAGEMENT FACILITY BLOCKS;
- BUFFER PLANTING FOR OPEN SPACE, WALKWAY AND STORMWATER MANAGEMENT FACILITY BLOCKS AND SINGLE LOADED STREET ALLOWANCES; AND,
- DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE TOWN.

THE DEVELOPER HAS BORNE THE COST OF THESE ITEMS AND THE HOME PURCHASER IS NOT REQUIRED TO REIMBURSE THIS EXPENSE.”

- 32 THAT prior to the release for registration of the Plan, the Owner shall satisfy the requirements of the Town of Erin for parkland dedication as provided for under the Town’s Parkland By-law, as amended or successor thereto; and, the Planning Act, R.S.O. 1990, as amended, through the conveyance of Park Block 1 to the Town, free of all costs and encumbrances to the satisfaction of the Town, upon registration of the plan of subdivision or first phase.
- 33 THAT the Owner shall agree in the Subdivision Agreement that the parkland dedication within this draft plan of subdivision shall be a minimum of 1.75 ha and that this does not fully satisfy the parkland dedication requirements for the total approved draft plan of subdivision unit count.
- 34 THAT the Owner shall agree in the Subdivision Agreement to provide, at the Town’s sole discretion, cash-in-lieu of parkland to the Town as required under the Planning Act, and the Town’s Parkland By-law, as amended and the Town Official Plan to compensate for any under dedication of parkland. Land used for trail purposes, open space, and environmental lands shall not be included as part of the parkland dedication requirement. 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.
- 35 THAT prior to the release for registration of the Plan, or any phase within the Plan that contains the Park Block or School Block, the Owner shall submit a Facility Fit Plan with full grading information that demonstrates the Park Block will function to the satisfaction of the Town. The Facility Fit Plan shall also include:
  - a. Where possible consultation with the relevant school board, and
  - b. Confirm that the proposed grading on the abutting school site, can be completed within typical Town and School Board requirements, to ensure the park and school site can function as a unit.
- 36 THAT prior to the execution of the Subdivision Agreement, the Owner shall submit grading, servicing and survey plans by a qualified person for all park blocks, to the satisfaction of the Town.
- 37 THAT the Owner shall agree in the Subdivision Agreement to rough grade, service with water & sewer, topsoil, seed and maintain, free of stockpiles and debris, the Park Block within the Plan to the satisfaction of the Town Engineer. The Town may elect, at their sole discretion, to have the Owner design, to the satisfaction of the Town, and construct the amenities, beyond base Park requirements, within the Park Block and have these works completed in conjunction with the first Phase of the development that drains to the western SWM Pond on Block 3. If the Owner does complete the Park development, beyond base Park requirements, to the satisfaction of the Town, the Owner may be eligible to Development Charge credits.
- 38 THAT prior to the execution of the Site Alteration Agreement or Subdivision Agreement, whichever comes first, the Owner shall submit for review and approval by the Town, a Tree Preservation Plan (TPP) and/or vegetation management plan (VMP), prepared by a consulting landscape architect in coordination with a certified arborist or registered professional forester or other environmental specialist, as required and shall include but not be limited to, detailed tree inventory, preservation zones, vegetation removals, monetary appraisal, compensation planting, to the satisfaction of the Town Engineer.
- 39 THAT prior to undertaking any grading or site alteration within the Plan, the Owner shall agree in the Site Alteration Agreement or Subdivision Agreement, whichever comes first 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 Town.

- 40 THAT prior to undertaking any grading or site alteration within the Plan, the Owner shall agree in the Site Alteration Agreement or Subdivision Agreement, whichever comes first to install protective fencing in accordance with the approved Tree Preservation Plan and the approved Site Alteration Plan in accordance with the Town Engineering Design Standards and the applicable Engineering Drawings.
- 41 THAT prior to undertaking any grading or site alteration within the Plan, the Owner shall agree in the Site Alteration Agreement or Subdivision Agreement, whichever comes first to construct protection fencing for all vegetation and natural areas to be preserved, in accordance with the vegetation management plan and that the Owner shall maintain this fencing in good condition for the duration of development within the Plan; and provide signage panels on protection fencing identifying the purpose of the fencing and indicating no disturbance beyond the fence to the satisfaction of the Town Engineer.
- 42 THAT the Owner shall agree in the Subdivision Agreement to retain the services of the Consulting Engineer until all subdivision related works including but not limited to project monitoring, tree preservation, inspections, site management, Letter of Credit reductions and certification sign offs for assumption and end of general maintenance are completed and accepted to the satisfaction of the Town Engineer, as detailed in the Town Engineering Standards.
- 43 THAT the Owner shall agree in the Subdivision Agreement to install boundary/perimeter fencing in accordance with the Landscape and Fencing Plan to the satisfaction of the Town Engineer, including and noise attenuation fencing in locations recommended by the approved noise study for the subdivision and of appropriate aesthetic details and design in accordance with urban design guidelines and landscape plans.
- 44 THAT the Owner shall agree in the Subdivision Agreement to submit a street tree planting plan to the satisfaction of the Town Engineer. The Street Tree Planting plan shall provide a minimum of one tree per each dwelling unit, that faces onto the street.

If it is determined and agreed to in writing by the Town Engineer, that the boulevard space in front of specific dwelling units is not sufficient in size to accommodate the required street tree, the Owner shall agree in the Subdivision Agreement to plant the tree(s) on other public lands within the development, at the discretion of the Town. Should be it determined by the Town not to have the tree(s) planted on other public lands within the development, the Developer will compensate the Town with cash-in-lieu payment of \$500 for every tree that could not be planted. This specific cash-in-lieu for street boulevard trees shall be paid to the Town.

- 45 THAT prior to any site alteration, with the exception of site alteration to install sediment control measures and construction mitigation control measures required pursuant to these draft plan conditions, the Owner shall agree to have such measures constructed and fully operational. The erosion and siltation control facilities shall be regularly inspected by the Owner's engineer during all phases of development and construction including grading, servicing, and building construction, and such inspection reports shall be submitted to the Town on a monthly or more frequent basis if deemed necessary by the Town Engineer to address concerns related to the works.
- 46 THAT the Owner shall agree in the Subdivision Agreement to construct all the municipal services associated with the Plan in accordance with the detailed Engineering Drawings and the latest Town Engineering Design Standards to the satisfaction of the Town Engineer.

- 47 THAT the Owner shall agree in the Subdivision Agreement to submit the following reports prepared by a Professional Engineer to the satisfaction of the Chief Building Official and Town Engineer:
- a. A report 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
  - b. A report providing an opinion on the presence of soil gases (radon and methane) in the plan of subdivision in accordance with the applicable provisions contained in the Ontario Building Code.
  - c. A soils report

Each of these reports must be submitted prior to the issuance of any Building Permits within the development.

- 48 THAT the Owner shall agree in the Subdivision Agreement to implement all proposed mitigation measures recommended in the associated Engineering Drawings and Reports, included the final peer reviewed noise impact study, to the satisfaction of the Town Engineer, and where necessary the County.
- 49 THAT prior to the execution of the Subdivision Agreement or release for registration of the Plan, or any phase within the Plan the Owner shall agree to convey to the Town, at no costs:
- a. any easements as required; and, any reserves as required by the Town.
  - b. any conveyance or easement to any utility to facilitate the installation of their services in a location(s) to the satisfaction of the Town and the utility.
  - c. any easements required on third party lands for servicing and such easements shall be in a location as determined by the Town and are to be granted upon registration of the specific phase.
  - d. any easement for works, facilities or use rights, including the turning circle at the north end of Street L, that are required by the Town.
- 50 THAT the Owner also agrees to provide for any easements and works external to the draft Plan of Subdivision, necessary to connect watermains and storm and sanitary sewers to existing watermains, stormwater management facilities and sanitary sewers, where required, to the satisfaction of the Town.
- 51 THAT the Owner agrees to construct the lands within the limit of the easement in a manner satisfactory to the Town to allow the municipal services within the easement to be properly maintained by the Town.
- 52 THAT the Owner shall agree in the Subdivision Agreement to satisfy the Town Engineer respecting a stormwater drainage and management system to service all the lands in the subdivision, and any provisions regarding easements.
- 53 THAT the Owner shall agree in the Subdivision Agreement to construct at its expense, and to the specifications outlined by the Town the Storm Water Management Ponds on Blocks 3 & 4, which the Owner shall convey to the Town without monetary consideration and free of all encumbrances.

- 54 THAT the Owner shall agree in the Subdivision Agreement to maintain all storm water management facilities, and erosion and sedimentation control structures (ESC) in good repair and operating order throughout all phases of construction until final acceptance of services has been granted by the Town.
- 55 THAT prior to the execution of the subdivision agreement or release for registration of the Plan, or any phase within the Plan that utilizes Stormwater Management Pond # 2, located on Block 3, the Owner will make the necessary arrangements with the adjacent downstream property owner to provide for the conveyance of land, easement, or agreement on title, free of all costs and encumbrances, to the Town, to secure a legal outlet to accommodate flows from the Stormwater Management Pond, located on Block 3, to the tributary of the West Credit River. Further, prior to release for registration of the Plan, or any phase within the Plan that utilizes Stormwater Management Pond # 2, located on Block 3, the Owner will construct a channel, if deemed necessary by the Town, on the adjacent downstream property owner lands to accommodate the flows from the Stormwater Management Pond to the tributary of the West Credit River. The construction of this channel will be financially secured through the Subdivision Agreement for that phase if necessary to the satisfaction of the Town.
- 56 THAT the Owner shall agree in the Subdivision Agreement to provide access roads, in accordance with the Town's Engineering Design Standards, for maintenance for all stormwater management facilities and if required within the Plan, for LID measures.
- 57 THAT the Owner shall agree in the Subdivision Agreement to provide all required easement or conveyance of lands required for all stormwater management facilities, LID measures and the associated stormwater management outfall to the satisfaction of the Town prior to registration of the plan of subdivision.
- 58 THAT the Owner shall agree in the Subdivision Agreement that no stormwater management pond will be built and/or preliminarily graded until all applicable permits and/or approvals are received from the Town and or other applicable agencies.
- 59 THAT the Owner shall agree in the Subdivision Agreement that all stormwater management facilities and LID Measures will be designed to be consistent with the Town's Engineering Design Standards and the requirements/recommendations of Credit Valley Conversation.
- 60 THAT the Owner shall agree in the Subdivision Agreement that Stormwater Management Blocks 3 & 4 be conveyed to the Town, with good and marketable title and being free and clear of all encumbrances, for storm water drainage purposes.
- 61 THAT the Owner shall agree in the Subdivision Agreement that Block 15 be conveyed to the Town, with good and marketable title and being free and clear of all encumbrances, for storm drainage purposes.
- 62 THAT prior to any site alteration and final approval, the Owner shall submit a Stormwater Management (SWM) report, to the satisfaction of the Town and Credit Valley Conversation in accordance with applicable MECP, CA and Town Engineering Design Standards.
- 63 THAT prior to the execution of the Subdivision Agreement or release for registration of the Plan, or any phase within the Plan the Owner shall submit an Operations and Maintenance Manual (O&M), that has been accepted by the Town Engineer, for the Storm Water Management Facilities and associated stormwater infrastructure to the Town. The O&M Manual shall include, but not be limited to, procedures, frequency and full costing of all operations and maintenance items, including sediment removal, over the life of the facilities.
- 64 THAT the Owner shall agree in the Subdivision Agreement, for any Phase of the Plan that contains a SWM Facility, to provide a one time financial contribution to the Town, prior to the

stormwater infrastructure being assumed by the Town, equivalent to five (5) years of Operation and Maintenance of the Stormwater Management Facility and associated stormwater infrastructure, as determined by the Operations and Maintenance Manual (O&M) prepared by the Developers Engineer.

- 65 THAT the Owner shall agree in the Subdivision Agreement not to request any Building Permits for any of the units within the Plan until the Town Engineer has confirmed in writing, that each of the following works are within nine (9) months of being fully commissioned:
- a. New Water Storage Reservoir, and associated Booster Station capable of providing the required Fire Flows to all Developments (new and existing) in Hillsburgh.
  - b. New Municipal Well Supply, with approx. 20 L/s capacity, and associated Pumping Station, capable of providing the required Max Day Demand, in conjunction with the Town's existing Municipal Wells, to all Developments (new and existing) in Hillsburgh.

Furthermore, the Owner shall agree in the Subdivision Agreement that, if the aforementioned infrastructure is not anticipated to be commissioned within nine (9) months, Building Permits may be requested, subject to the satisfaction of the following two additional conditions:

- c. Confirmation from the Town Engineer that the existing Municipal Water System has adequate residual water capacity to service the lots within the applicable Phase of the Plan, where permits are being requested.
  - d. The Owner's Engineer submitting a report, which is accepted by the Town Engineer and the Fire Chief, identifying how the required fire flows, in accordance with Town Engineering Design Standards will be provided for the lots within the applicable Phase of the Plan, where permits are being requested, in advance of the Town's new water infrastructure referenced in a) & b) above being commissioned.
- 66 THAT the Owner shall agree in the Subdivision Agreement to construct appropriately sized watermains in accordance with the Town's Water Model to ensure that adequate flows (Max Day + Fire Flows) are available throughout the proposed development.
- 67 THAT the Owner shall agree in the Subdivision Agreement that building permits will not be issued within the Plan until the Fire Chief has confirmed in writing that they are satisfied that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment is available during house construction. The Owner shall further covenant and agree that fire protection sprinklers (if required) are installed to the satisfaction of the Fire Chief or their designate.
- 68 THAT the Owner shall agree in the Subdivision Agreement that Occupancy Certificates will not be granted for any of the units within the Phase of the Plan, until the Town Engineer has confirmed in writing that adequate flows, including Max Day + Fire Flows at the required pressures are available throughout that Phase of the Plan, where Occupancies are being requested. The Owner shall also agree in the Subdivision Agreement to upsize any watermains, within the Plan or external to the Plan, to ensure that adequate flows, including Max Day + Fire Flows are available throughout the proposed Plan, as determined by the Town Engineer utilizing the Town's Water Model.

If the Owner completes any of the external Water system improvements to accommodate the servicing of the Plan, the Owner may, at the sole discretion of the Town, be eligible for the

Development Charge credits for the external Water system improvements.

- 69 THAT prior to the execution of the Subdivision Agreement, the Owner shall enter into an appropriate Agreement with the County and/or Town for a new 300mm diameter watermain on Trafalgar Road North from Upper Canada Drive to the proposed Street 'A', including utilities relocations as required.

The Town agrees to use its "Best Efforts" to recover a portion of the costs associated with the installation of this watermain from any future Developer(s) who benefit from the aforementioned watermain on Trafalgar Road, within five (5) years from the Assumption of the last Phase of the Subdivision. The specific terms of the clause will be defined in the Subdivision Agreement. For the purposes of this condition, "Best Efforts" can include, at the discretion of the Town, the imposition of a Draft Plan conditions on subsequent developments , entering into Front Ending Agreements and DC Credit Agreements under the Development Charges Act and trusted Developer Group agreements. The Town shall determine, in its discretion, whether "Best Efforts" have been utilized by the Town.

- 70 THAT the Owner shall agree in the Subdivision Agreement to construct a watermain loop through Block 6 (6m walkway Block) and connect to the dead-end watermain on Upper Canada Drive, to the satisfaction of the Town.
- 71 THAT prior to the execution of the Subdivision Agreement or release for registration of the Plan, or any phase within the Plan, the Town shall be satisfied that adequate Water capacity is available, or will be shortly, within the Town's Water System to accommodate the development of the Plan, or any Phase thereof.
- 72 THAT the Owner shall agree in the Subdivision Agreement that Building Permits will not be issued for any of the units within the Plan until the Town Engineer has confirmed in writing, that each of the following works are within nine (9) months of being fully commissioned:
- a. The Town's Wastewater Recovery Facility (WRRF) on Wellington Rd 52.
  - b. The Pumping Station in Lion's Club Park plus the forcemain to the WRRF.
  - c. The Trunk Sanitary Sewer from Hillsburgh along the Elora Cataract Trail to Main Street and south on Main Street to the Pumping Station in Lion's Club Park, plus the forcemain to the WRRF.

Further, the Owner shall agree in the Subdivision Agreement that Occupancy permits will not be granted until the Town has confirmed in writing, that the aforementioned works, referenced in a), b), & c) above, are fully commissioned.

- 73 THAT the Owner shall agree in the Subdivision Agreement to construct the new sanitary sewer, and place 150mm Granular "A" and 300mm Granular "B" within the trenches and place 50mm HL8 and 40mm HL3 asphalt across the full width of the road, plus new concrete curbs where needed on the following streets:
- a. Upper Canada Dr from Trafalgar Rd to McMurchy Lane
  - b. McMurchy Lane, from Upper Canda Dr into the Plan of Subdivision.

The Owner shall also agree in the Subdivision Agreement to install residential services laterals, up to the Municipality property line, for the existing lots that are adjacent to this new sanitary sewer on McMurchy Lane and Upper Canada Dr.

The Owner shall also agree in the Subdivision Agreement to construct a new sanitary connection from Upper Canada Drive to the existing sanitary sewer on Trafalgar Road and place 200mm Granular "A" and 450mm Granular B" within the Trenches and place 80mm HL8 and 50mm HL3 asphalt across the full width of the road within the Trafalgar Road road allowance, plus new concrete curbs where needed as per the design drawings approved by the Town and County.

These works will be at the Owners expense, with no reimbursement from the Town and or existing property owners.

- 74 THAT prior to the execution of the Subdivision Agreement or release for registration of the Plan, or any phase within the Plan the Town shall be satisfied that Wastewater capacity is available, or will be within 9 months, within the Town's Wastewater System to accommodate the development of the Plan, or any Phase thereof.
- 75 THAT the Owner shall agree in the Subdivision Agreement to update the Traffic Impact Study (TIS) to respond to all outstanding Peer Review comments to the satisfaction of the Town Engineer and/or the County, and implement any additional recommendations at the cost of the developer.
- 76 THAT that the road allowances included in this Draft Plan shall be shown and dedicated as public highways to the satisfaction of the Town.
- 77 THAT that any dead ends and open sides of road allowances along local roads created by this draft plan shall be terminated in 0.3 metre reserves and shall agree to convey those reserves to the Town at no expense and free and clear of any encumbrances.
- 78 THAT prior to the execution of the Subdivision Agreement, the Owner shall enter into an appropriate Agreement with the County, and possibly the Town, for the construction of the following infrastructure to the satisfaction of the County and the Town, in accordance with the recommendations in the Traffic Impact Study and applicable Town Engineering Design Standards:
  - a. Turn lanes at Proposed Street 'A'/Howe Street & Trafalgar Road North
    - northbound left turn lanes, southbound left turn lanes and southbound right turn lanes are to be constructed with storage lengths and tapers to be determined based on a 70 km/h design speed in accordance with the recommendations in the Traffic Impact Study and the requirements found within TAC's Geometric Design Guidelines as well as County and/or Town Engineer requirements.
  - b. Turn Lanes at Proposed Street 'E' & Trafalgar Road North
    - northbound left turn lane is to be constructed with storage lengths and tapers to be determined based on a 70 km/h design speed in accordance with the recommendations in the Traffic Impact Study and the requirements found within TAC's Geometric Design Guidelines as well as County and/or Town Engineer requirements.
  - c. A new 300mm diameter watermain on Trafalgar Road North from Upper Canada Drive to the proposed Street 'A', including appropriately spaced hydrants and utilities relocations as required.

- d. A new 1.5m concrete sidewalk on the west side of Trafalgar Road North, from Upper Canada Drive to the proposed Street 'A', including the appropriate street lighting. It is anticipated that this sidewalk can be constructed without the requirement for significant retaining walls along Trafalgar Road, however, the final approval lies with the County. Furthermore, the Owner shall agree in the Subdivision Agreement that this sidewalk will be completed prior to the issuance of the final occupancy permit within Phase 1 or the beginning of the Maintenance period for Phase 1 Aboveground Works, whichever occurs first.

If determined applicable and at the sole discretion of the County and/or the Town, the aforementioned improvements shall be at the Owner's expense and may be subject to Development Charge credits from the County or the Town. This agreement will include provisions to establish Owner requirements with respect to County and Town costs for administration and technical review, and service financing, for the construction of the required infrastructure.

- 79 THAT the Owner shall agree in the Subdivision Agreement to construct the 1.5 m concrete sidewalk on the west side of Trafalgar Road North, referenced in the aforementioned condition, in conjunction with the new watermain installation on Trafalgar Road.
- 80 THAT the Owner shall agree in the Subdivision Agreement to construct an Acoustical Berm, to the satisfaction of the Town and County, on the lots immediately west of Trafalgar Road, including Lot 1, 12 to 20 & Block 7. On the portions of Lots 1, 19 & 20 that are adjacent to Streets A & E, where it will not be possible to build an Acoustical Berm, an Acoustical Fence shall be constructed.
- 81 THAT the Owner shall agree in the Subdivision Agreement to carry out an archaeological assessment of the subject property and mitigation and/or salvage excavation of any significant heritage resources to the satisfaction of the Ministry of Heritage, Sport, Tourism and Culture Industries (MHSTCI). No grading or other soil disturbance shall take place on the subject property prior to a letter of clearance from the Ministry.
- 82 THAT the Owner shall agree in the Subdivision Agreement that no demolition, grading, filling or any form of soil disturbances shall take place on the lands within the draft plan prior to the issuance of a confirmation letter from the MHSTCI.
- 83 THAT the Owner shall agree in the Subdivision Agreement that if archaeological remains are found during construction activities, the consultant archaeologist, Town and the MHSTCI shall be immediately notified.
- 84 THAT prior to registration of the Draft Plan of subdivision the Owner shall complete an applicant-initiated designation of the restored farmhouse (that is to be renovated in accordance with the report prepared by Hunt Design Associates Inc. dated November 4, 2022), under Part IV of the Ontario Heritage Act, as well as completing the documentation and salvage plan for the barns and driveshed as well as fulfilling all other recommendations contained in the Heritage Impact Assessment, prepared by Golder Associates Ltd., dated November 17, 2021.
- 85 THAT that prior to any grading or construction on the site, and prior to registration of the plan, the Owner shall demonstrate to the satisfaction of the Town how Ministry of Natural Resources and Forestry (MNR) and Endangered Species Act (ESA) requirements as been fulfilled related to the following:
  - a. Provision of detailed methodology and results for review for Species at Risk Bats for wooded areas;
  - b. Provision of the methodology and findings of the assessment of the unoccupied

house on the property which concluded that it did not provide bat habitat;

- c. Provision of additional details regarding the Barn Swallow surveys (e.g. methodology, timing, and weather conditions); and
- d. Provision of a Development Plan.

- 86 THAT the Owner shall agree in the Subdivision Agreement that prior to registration of the Plan, or any phase thereof, to complete a hydrogeological assessment report to ensure there is no impacts to the shallow and/or deep groundwater in the area and to any of the existing active wells found within the Zone of Influence (ZOI) as determined by the Town's consultant. This hydrogeological assessment shall also include a detailed assessment of the potential impacts to the Provincially Significant Wetland (PSW) associated with the Erin Branch of the Credit River, downstream of SWM Pond No. 2 (Block 3). The Owner further agrees to implement any mitigation measures recommended in the hydrogeological assessment report to the satisfaction of the Town.
- 87 THAT the Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, whichever ever comes first, to be responsible for complying with and satisfying all applicable policies and requirements of approval from the Town, County of Wellington, the Ministry of the Environment, Conservation and Parks (MECP), Ministry of Natural Resources and Forestry (MNR), Credit Valley Conservation (CVC), and any other applicable agency.
- 88 THAT that prior to final approval of the plan by the County of Wellington and prior to any grading or construction on the site, the Owner or their agents submit the following plans and reports to the satisfaction of the Town Engineer:
- a. A tree inventory and protection plan which identified specific tree removal requirements and retention opportunities in accordance with the Environmental Impact Study.
  - b. An invasive species management plan which is based on a tree inventory in accordance with the final Environmental Impact Study.
  - c. A detailed landscape plan including but not limited to: Park Block 1 and Entrance Features and Landscape Strip. The plan should also be in accordance with the Environmental Impact Study.
- 89 THAT the Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, whichever ever comes first, to obtain written approval from the Town prior to the removal of any trees or destruction or injury to any part of a tree within the area of the draft plan.
- 90 THAT the Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, whichever ever comes first, to retain a "Qualified Person" to prepare all necessary Environmental Site Assessments (ESA) and file Record(s) of Site Condition with the Provincial Environmental Site Registry, where required, for all lands to be conveyed to the Town or County.
- 91 THAT the "Qualified Person" shall be defined as the person who meets the qualifications prescribed by the Environmental Protection Act and O. Reg. 153/04, as amended. The lands to be conveyed to the Town shall be defined as any land or easement to be conveyed to the Town, in accordance with the Town's Environmental Policy and Procedures for Conveyance of Land to the Town Pursuant to the Planning Act.
- 92 THAT the Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, whichever ever comes first, to submit Environmental Site Assessment (ESA) report(s) prepared by a Qualified Person, in accordance with the Environmental Protection Act and its regulations and

all applicable standards, for all lands to be conveyed to the Town, and if applicable the County, for peer review and concurrence.

- 93 THAT the Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, whichever comes first, to submit environmental clearance(s) and Reliance Letter(s) from a Qualified Person to the Town, for all lands or interests in lands to be conveyed to the Town, to the satisfaction of the Town. The Environmental Clearance and Reliance Letter will be completed in accordance with the Town's standard and will be signed by the Qualified Person and a person authorized to bind the Owner's company. The Town will not accept any modifications to the standard Environmental Clearance and Reliance Letter, except as and where indicated in the template.
- 94 THAT the Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, whichever comes first, that if, during construction of the works within the Plan, contaminated soils or materials or groundwater are discovered, the Owner shall inform the Town Engineer in writing immediately, and undertake, at its own expense, the necessary measures to identify and remediate the contaminated soils or groundwater, all in accordance with the Environmental Protection Act and its regulations, to the satisfaction of the Town and the Ministry of the Environment, Conservation and Parks and other applicable agencies.
- 95 THAT the Owner shall agree in the Subdivision Agreement to assume full responsibility for the environmental condition of the lands within the Plan. The Owner further agrees to indemnify and save harmless the Town, its directors, officers, Mayor, council members, employees and agents, and where applicable the County, its directors officers, Warden, council members, employees and agents, from any and all actions, causes of action, suite, claims, demands, losses, expenses and damages whatsoever that may arise either directly or indirectly from the approval and assumption by the Town of the municipal infrastructure, the construction and use of the municipal infrastructure or anything done or neglected to be done in connection with the use or any environmental condition on or under lands comprising the draft Plan of Subdivision, including any work undertaken by or on behalf of the Town in respect of the lands comprising the draft Plan of Subdivision and the execution of this Agreement.
- 96 THAT the Owner shall agree in the Subdivision Agreement to implement the recommendations of the Environmental Impact Study prepared.
- 97 THAT the Owner shall agree in the Subdivision Agreement to identify a list of Green Building Standard Features that will be incorporated into every home built within the Plan. The Owner shall also agree in the Subdivision Agreement to offer purchasers Optional Green Building Features, as upgrades to the base selling price of the homes. Both the Green Building Standard Features and the Optional Green Building Features will be listed in a Schedule of the Subdivision Agreement and any modifications to these specifications shall require the prior written consent of the Town's Chief Building Official.
- 98 THAT the Owner shall agree in the Subdivision Agreement to submit a detailed environmental impact study/natural heritage evaluation to the satisfaction of the Town and Credit Valley Conservation in accordance with the Endangered Species Act, 2007, S.O. 2007, c.6. A clause shall be added to the Subdivision Agreement stating that the Owner shall carry out or cause to be carried out the recommendations of the study/evaluation.
- 99 THAT the Owner agrees that hydro-electric, telephone, gas, cable TV, high speed internet, 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.

- 100 THAT the Owner shall agree in the Subdivision Agreement to 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.
- 101 THAT prior to the release for registration of the Plan of Subdivision the Owner shall provide a "Home Buyers' Information Map" to the satisfaction of the Town, which shall be posted by the Owner in any sales pavilion, on-line and is provided with the purchase and sale agreement. This Information Map shall include the approved location of all: parks, stormwater management ponds, community mailboxes, noise attenuation measures, perimeter fences and surrounding land uses.
- 102 THAT the Owner shall agree in the Subdivision Agreement to incorporate the heritage house on Block 7 into the Plan, including appropriate landscaping and fencing as deemed necessary by the Town.
- 103 THAT the Owner shall agree in the Subdivision Agreement to identify how all conditions of draft approval are being addressed, and include, but not be limited to the following provisions in the subdivision agreement between the Owner and the Town, which provisions shall be in a form acceptable to the Town:
  - a. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree to implement the recommendations of supporting plans and reports.
- 104 THAT the Owner shall agree in the Subdivision Agreement that all vacant lands or lands to be retained by the Owner, within the Plan, shall be graded with topsoil and seed placed. The Owner shall also agree that these areas are to be kept clear of weeds and noxious plants and shall be maintained by the Owner in accordance with standards determined by the Town.
- 105 THAT the Owner shall agree in the Subdivision Agreement that all vacant lots shall be rough graded such that best efforts are taken to ensure there is no standing water and maintained in general conformance with the approved comprehensive grading plan. Efforts will be made to maintain the existing tree cover where applicable until such time as building envelopes have been established. The Owner shall also agree in the Subdivision Agreement to topsoil and seed any lots within the current Phase or subsequent Phases within the Plan that are not proceeding to construction within one year, as determined at the sole discretion of the Town.
- 106 THAT prior to the execution of a Subdivision Agreement or release for registration of the Plan, or any phase within the Plan, the Owner shall stabilize and revegetate with topsoil and seed, all areas of the Plan that will not be proceeding to development within 12 months and at minimum shall include the entire western portion of the Plan that drains to SWM Pond No.2 (Block 3).
- 107 THAT the Owner shall agree in the Subdivision Agreement to provide for all necessary installations and connections to any municipal storm drainage, wastewater, and water services required to service the proposed development.
- 108 THAT the Owner shall agree in the Subdivision Agreement to provide fencing as out lined on the Engineering Drawings, to the satisfaction to the Town Engineer including, but not limited to, Interfaces between the existing residential, schools, commercial or employment lots and the Plan.
- 109 THAT the Owner shall agree in the Subdivision Agreement to provide for the design, the purchasing of material, and the installation a Light Emitting Diode ('LED') streetlighting system in the Plan in accordance with Town Engineering Design Standards.

- 110 THAT the Owner shall agree in the Subdivision Agreement to provide for the conveyance of any lands and/or easements, free of all costs and encumbrances, to the Town that are necessary to construct the municipal services for the Plan, and which provide for any easements required for fire hydrants, stormwater drainage, utilities and servicing purposes, which may include any required easements and/or additional lands within and/or external to the Plan, to the satisfaction of the Town.
- 111 THAT the Owner shall agree in the Subdivision Agreement that all agreements of purchase and sale shall ensure that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan, are informed when land is transferred, of all the development charges related to this development.
- 112 THAT the Owner shall agree in the Subdivision Agreement that an adequate water supply and a sanitary sewage treatment plant and related capacities are available for the proposed development, and all development charges and over contributions in accordance with the Front-ending Agreement dated August 10, 2021, and the Early Payment and Allocation Agreement, dated August 12, 2021, have been made.
- 113 THAT the Owner shall agree in the Subdivision Agreement to dedicate road allowances as public highways without monetary consideration and free of all encumbrances. Road widenings, Stormwater Management Blocks, Park Block, Open Space Blocks, Natural Heritage Blocks, daylight triangles, walkway Blocks, environmental and buffer Blocks, and 0.3 m reserves included within this Plan shall be dedicated to the Town or the County without monetary consideration and free of all encumbrances.
- 114 THAT the Owner shall agree in the Subdivision Agreement to commit to provide appropriate information to all perspective buyers of lots adjacent to the Stormwater Management Facilities or publicly owned Natural Heritage Systems through all agreements for purchase and sale, sales information, and community maps to ensure that the land owners are well informed that private use and/or access to the open space blocks shall not be permitted, and reflect the intent of the following:
- “The open space adjacent to the subject property is considered to be part of the Stormwater Management Facilities or publicly owned Natural Heritage Systems and will be maintained for environmental protection, and public use purposes. Please note that uses such as private picnics, barbeque or garden areas; and/or the dumping of refuse (e.g., grass/garden clippings household compostable goods, garbage etc.) are not permitted on these lands. In addition, access to these areas via private rear or side yard gates and/or ladders are prohibited.”
- “Stormwater Management Facilities and the Natural Heritage System are intended to be naturalized/kept in a natural state. As such, the publicly owned natural heritage system may not receive routine maintenance such as grass and weed cutting.”
- 115 THAT the Owner shall be responsible for posting signage on the property addressing Emergency Services Assistance to the satisfaction of the Town.
- 116 THAT the Owner shall agree in the Subdivision Agreement 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 property 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 Engineer and/or County.

- 117 THAT the Owner shall agree in the Subdivision Agreement to include in the building permit application, all mitigation recommendations from the geotechnical consultant to waterproof basements, which are below the ground water to the satisfaction of the Chief Building Official on a lot specific basis. The Owner further covenants and agrees that the acceptance of these measures will be subject to compliance with the Ontario Building Code.
- 118 THAT the Owner shall provide and post display plans in all sales offices which clearly indicate the location of the following facilities in relation to the lot being purchased, prior to any Agreements of Purchase and Sale being executed by the Owner, a builder, or their real estate agents:
- a. Parks by type, including Park and Open Space Concept Plans and Streetscape Plans;
  - b. stormwater management ponds and related facilities;
  - c. schools by type;
  - d. place of worship sites;
  - e. other institutional sites by type;
  - f. commercial sites by type;
  - g. other surrounding land uses and facilities as specified by the Town; existing or future: rail facilities,
  - h. provincial highways, arterial and collector roads, transit routes and stops;
  - i. Town approved sidewalk, walkway and bike route locations;
  - j. Town approved postal box and utility furniture locations or possible locations if prior to approval; and,
  - k. Town lot grading standards.
- 119 THAT all display plans shall be reviewed and approved at the sales office by Town staff, prior to the opening of the sales office.
- 120 THAT the Owner acknowledges and agrees that firebreak lots within the draft plan shall be designated in the Subdivision Agreement, to the satisfaction of the Fire Chief. The Owner shall provide a letter of credit in an amount to be determined by the Fire Chief at the Subdivision Agreement stage to ensure compliance with this condition.
- 121 THAT the Owner shall agree in the Subdivision Agreement to include in Offer to Purchase Agreements with prospective purchasers, warning clause including, but not limited to the following, if applicable, as required by the Town:
- i. "Purchasers are advised that for all units with single car garages:
    - a. The Town's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage;

- b. The Town's zoning by-law restricts the width of the driveway, this width is based on lot frontage and may not allow two cars to park side by side; and,
- c. Overnight street parking is not permitted by the Town"

ii. "Purchasers/tenants are advised that:

- a. Lands adjacent to this property have been conveyed to the Town 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.

iii. Final warning clauses regarding potential noise issues.

- 122 THAT a conveyance of a one-foot reserve along Trafalgar Road from the lands to be subdivided and placed in favour of the County of Wellington.
- 123 THAT a conveyance of 15.24 m x 15.24 m daylight corners at the approved Street(s) accessing Trafalgar Road and placed in favour of the County of Wellington.
- 124 THAT a final Noise Impact Study be provided by the Owner and that the recommendations be implemented to the satisfaction of the County of Wellington.
- 125 THAT the owner/developer provide to Enbridge the necessary easements and/or agreements required by Enbridge for the provision of gas services for this project, in a form satisfactory to Enbridge.
- 126 THAT the owner/developer comply with the following conditions to the satisfaction of Canada Post:
  - 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.
  - 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.
  - 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.
  - 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.

- 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.
- 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 Town of Erin.
- 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 location; and further, advise any affected homeowners of any established easements granted to Canada Post.
- 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.

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

The Owner agrees that should any conflict arise with existing telecommunication provider facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

128 THAT the owner/developer comply with the following conditions to the satisfaction of Upper Grand District School Board:

- That prior to final approval of the first phase of the subdivision, the Developer shall enter into an option agreement with the Upper Grand District School Board for the purchase and sale of the public elementary school site shown as Block 2 on the Draft Plan of Subdivision.
- That the Developer shall agree in the subdivision agreement to install municipal services including, without limitation, storm and sanitary sewers, hydro, water, telephone, natural gas, and cable television; such services are to be of sufficient capacity and suitable to serve a school of the size to be constructed by the Upper Grand District School Board. Such services shall be installed, to the Board's satisfaction and at no cost to Upper Grand District School Board and at the boundary line, between the school site and the abutting public roadway at the most efficient location for the development of the school site.
- That prior to the final approval of the first phase of the subdivision, the Developer shall confirm that the School Block 2 is graded with a maximum cross fall of 2% across 90% of the school site.
- That prior to the final approval of the first phase of the subdivision, the Developer shall provide identification/location of the natural gas pipeline in reference to the School (Block 2).
- That prior to the final approval of the first phase of the subdivision, the Developer shall

provide confirmation of the location of hydro transmission lines in reference to School Block 2.

- That prior to the final approval of the first phase of the subdivision, the Developer shall complete on-site permeameter testing on the proposed School Block 2 to confirm the infiltration capacity of the soils and that the proposed infiltration volume of 200mm/year can be achieved based on the results of the permeameter testing.
- That the Developer shall agree in the subdivision agreement to include wording satisfactory to the Upper Grand District School Board:
  - a) To grade the school site, including clearing, grubbing, engineered filling, where required, at the Developer's expense, prior to the completion date of the option agreement, in accordance with grading plans approved by the applicable municipality.
  - b) Not to stockpile soil on the school site and obtain written permission of the Board prior to making any physical changes to the school site, including, without limitation, prior to placing or removal of fill, grading, stripping, storage or access to the school site.
  - c) To install a paved roadway along each of the two sides of the school site that are to be flanked by a roadway, complete with street lighting, curbs, gutters, walkways, sidewalks and all other servicing works required by the Town so as to permit the issuance of a building permit for the construction of a school on the site.
  - d) To install a 1.8 m galvanized chain link fence along the entire perimeter of the school site.
  - e) That any community mailboxes, temporary or permanent, will not be located on any boulevards adjacent to proposed school Block 2.
  - f) To provide the foregoing at no cost to the Board.
- That the Developer shall agree in the subdivision agreement to submit to the Upper Grand District School Board, at no cost to the Board, a report from qualified consultants concerning the suitability of Block 2 for school construction purposes, relating to soil bearing capacity and composition, surface drainage, topography and environmental contaminants, including a Phase 1 Environmental Report.
- That Education Development Charges shall be collected prior to the issuance of a building permit(s).
- That the Developer shall agree to provide the Upper Grand District School Board with a digital file of the plan of subdivision in either ARC/INFO export or DWG format containing parcel fabric and street network.
- 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.
- 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 that students may be directed to schools outside the area.

- That the Developer shall agree in the subdivision agreement to advise all purchasers of residential units and/or renters, 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."

- That the Developer shall agree in the subdivision agreement to advise all purchasers of the residential units and/or renters adjoining the school block, by inserting the following clause in all offers of Purchase and Sale/Lease:

"The Purchasers/Occupants agree and understand that there is an elementary school proposed in this area along with outdoor playing and study areas and parking lot and that there may be noise during and outside of the normal school hours throughout the year. Additionally, there may be increased traffic during the pick-up and drop-off times and during school events, outside of normal school hours. By purchasing this real estate, you acknowledge and accept any/all potential conflicts."

- That the Developer agrees in the subdivision agreement to advise all purchasers of residential units and/or renters, by inserting the following clause in all offers of Purchase and Sale/Lease, until such a time as a permanent school is assigned:

"Whereas the Upper Grand District School Board has designated this subdivision as a Development Area for the purposes of school accommodation, and despite the best efforts of the Upper Grand District School Board, sufficient accommodation may not be available for all students anticipated from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside the area, and further, that students may in future have to be transferred to another school."

- That the Developer shall agree in the subdivision 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:

"Block 2 represents a potential school site. The construction of a public school in the community is not guaranteed. Attendance at a school yet to be constructed in the area is also not guaranteed."

- 129 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.
- 130 THAT the Owner shall provide to the County of Wellington an AUTOCAD "dwg" digital file of the final plan to be registered.

- 131 THAT the Owner's surveyor shall provide to the County of Wellington a written undertaking to provide to the County of Wellington a mylar, 2 white prints and electronic version of the final plan of subdivision as registered in the Land Titles Office for Wellington (No. 61).
- 132 THAT the Owner's surveyor provides to the County of Wellington a copy of the deposited Reference Plan submitted to the Land Registry/Titles Office for Wellington (No. 61) for "First Registration Under the Land Titles Act, R.S.O. 1990, c.L.5".
- 133 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.
- 134 THAT if final approval is not given to this draft plan No. 23T-21002 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 DECEMBER 20, 2030.
- 135 THAT the County of Wellington be advised in writing by the Town of Erin conditions 2 through 121 (inclusive) have been satisfied.
- 136 THAT the County of Wellington be advised in writing by Wellington County Roads Department that conditions 29, 69, 75 122 & 123 have been satisfied.
- 137 THAT the County of Wellington be advised in writing by Enbridge that condition 125 has been satisfied.
- 138 THAT the County of Wellington be advised in writing by Canada Post that condition 126 has been satisfied.
- 139 THAT the County of Wellington be advised in writing by the telecommunication provider that condition 127 has been satisfied.
- 140 THAT the County of Wellington be advised in writing by Upper Grand District School Board that condition 128 has been satisfied.
- 141 THAT the County of Wellington be advised in writing by Credit Valley Conservation Authority that conditions 18 and 62 have been satisfied.
- 142 THAT the County of Wellington be advised in writing by Wellington County Planning Department that conditions 18, 29, 48, 80 & 124 have been satisfied.
- 143 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-21002).
2. Clearances are required from the following agencies:

**Town of Erin  
Wellington County Roads Department  
Enbridge Gas  
Canada Post  
Bell/Telecommunication Provider  
Upper Grand District School Board  
Credit Valley Conservation Authority  
Wellington County Planning and Development 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](mailto: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 not 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. 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.
9. 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).
10. 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.