



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-23002 – 2081788 Ontario Corporation c/o Walter Broos, President

**IN THE MATTER OF AN APPLICATION** for Draft Plan of Subdivision being Part Lot 31, Concession 8 (11 Main Street) Township of Puslinch (Morrison) 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-23002 on the 27<sup>th</sup> of February 2026 under Section 51(31) of the Planning Act, R.S.O. 1990, c.P.13, as amended in respect being Part Lot 31, Concession 8 (11 Main Street) Township of Puslinch (Morrison) 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** – Township Zoning By-law Amendment application (D14/WDD).

**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 **March 19, 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 Township of Puslinch.

**DATED** at the City of Guelph, County of Wellington Administration Centre, this February 27, 2026



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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 2081788 Ontario Corporation c/o Walter Broos, President 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 31, Concession 8 (11 Main Street) Township of Puslinch (Morrison) 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-23002**

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<b>No.</b>	<b>Condition</b>
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| 1 | THAT this draft approval applies to the draft plan, County of Wellington File No. 23T-23002 as last revised June 10, 2025, prepared by Weston Consulting and boundary certified by Raymond J. Sibthorp, OLS, J.D. Barnes Ltd., and showing: 21 single residential lots (4.495 ha); Block 22 Environmental Protection Lands/Stormwater Management (17.476 ha); Roads (1.33 ha) total area being 23.104 ha  |
| 2 | THAT the owner shall enter into a Subdivision Agreement with the Township of Puslinch or any other necessary agreements executed by the Owner, the Township and the County or any other appropriate authority prior to any development within the plan to satisfy all financial, legal and engineering matters including land dedications, grading, easements, fencing, landscaping, provision of roads, stormwater management facilities, installation of municipal services, securities, parkland and cash contributions, and other matters of the Township and the County respecting the development of these lands in accordance with the latest standards, including the payment of Township and County development charges in accordance with their applicable Development Charges By-laws. |
| 3 | THAT prior to the registration of the plan of subdivision, the Owner obtains final approval for a Zoning By-law Amendment passed under Section 34 of the Planning Act, R.S.O. 1990, c.P.13, as amended, providing land use regulations for the development of the subject lands in accordance with the draft plan of subdivision.   |
| 4 | THAT the Owner's surveyor provides to the Township of Puslinch 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". The Owner shall pay all costs for preparation and registration of reference plan(s).   |
| 5 | THAT the Owner identifies and dedicates to the Township, gratuitously and free and clear of any mortgages, liens, and encumbrances, the block containing the stormwater management facility and the natural environment features (Block 22). The Owner shall prepare all documents to convey the lands in fee simple and easement interests to the Township for nominal consideration, and at no cost to the Township, such lands to be free and clear of all physical and title encumbrances, to the satisfaction of the Township.   |
| 6 | THAT the Owner agrees to submit a detailed Landscape Plan, prepared by a certified landscape architect, to the Township's satisfaction. The Landscape Plan shall: <ol style="list-style-type: none"><li>a. Address, but not limited to, the proposed type of plants and fencing, the number and location of plantings for Block 22;</li><li>b. Provide details, including materials and height, of the fence along the easterly and</li></ol>   |

southerly lot lines of the Old Morriston Park;

- c. Detail the measures to be implemented for the protection of natural heritage areas, in consultation with Conservation Halton. The Landscape Plan shall provide details regarding vegetative enhancements of the storm water drainage system and natural area buffers around the adjacent deciduous wetland and the reconfigured farm pond. This shall be consistent with the Restoration/Habitat Enhancement Plan.
- d. Native trees and shrub species shall be incorporated into future landscape plans where possible.

7 THAT the Owner agrees to submit a Revised Arborist Report and Tree Protection Plan to the satisfaction of the Township, that addresses the following matters:

- a. The updated Tree Protection Plan should identify the tree protection zone of trees to be retained, which should be established using a suitable method consistent with arboricultural best practices (i.e., Dripline + 1m, ISA diameter-based calculation method, etc.). The tree protection zone for all trees to be retained, including boundary trees, should be visually identified in relation to the required grading works and other construction impacts in order to effectively demonstrate how trees will be protected from development impacts;
- b. Any injury or removal of a boundary tree will require the written permission of each respective landowner prior to its removal. This is a requirement of the provincial Forestry Act (1990), and should be completed prior to any tree removal activity being initiated;
- c. The revised submission should include all mitigation measures prescribed within the previous 2024 Tree Protection Plan under "Summary and Recommendations"; and
- d. Compensation for trees removed from the subject property shall be provided at the 2:1 replacement rate at the minimum, or in a manner that is acceptable to the Township.

8 THAT the Owner agrees to submit a Restoration/Habitat Enhancement Plan, to the Township's satisfaction to address the following:

- a. This plan should include specific details of the proposed restoration/habitat enhancement works to be completed within the woodland and wetland buffer areas that have been prescribed within the 2024 Environmental Impact Study prepared by Colville Consulting Inc., as well as a monitoring program to evaluate the success of the proposed restoration effort; and
- b. This plan should also include relevant restoration details such as the species, location, size, and quantity of plantings. It is recommended that this plan also include details of a monitoring program and survivorship thresholds to be achieved through the restoration works.
- c. The buffer enhancement plan needs to outline works to enhance buffers adjacent to the woodland and wetland and complement these features. Monitoring of plantings and enhancement should be incorporated into this plan.
- d. This plan should provide an appropriate duration of monitoring to determine the effectiveness of the buffer enhancement and identify steps to be taken in the event the buffer enhancement is considered ineffective after the monitoring period.

- 9 THAT the Owner agrees to the following requirements in the subdivision agreement:
- a. That the Owner shall, at their own expense, implement the Landscape Plan, the Arborist Report and Tree Protection Plan, the Restoration/Habitat Enhancement Plan and monitoring to the satisfaction of the Township;
  - b. That any required vegetation removal shall be conducted in a manner to avoid impacts to nesting birds that may be utilizing habitats on the property. The breeding bird period for this area is generally March 15 to August 31. A survey for active bird nests shall be conducted prior to any vegetation removal or site alteration planned to occur during this window;
  - c. That the Owner agrees that any grading or filling to be conducted on the Subject Property shall be designed where possible to maintain existing overland flow patterns to help avoid hydrological and sedimentation impacts to the woodland and wetland;
  - d. That the Owner agrees that any exclusion fencing shall be installed no less than 1m from the drip-line of trees to be retained in the Significant Woodland to ensure roots are not compacted or injured;
  - e. That the Owner agrees that appropriate sediment and erosion controls shall be installed prior to any grading, construction or site alteration works on the Subject Property to prevent sediment transfer to the wetland and watercourse features; and
  - f. That the Owner agrees that any silt fences shall be properly embedded (as per Ontario Provincial Standard Specification 805) into the ground to reduce any offsite movement of silt.
- 10 THAT the Owner shall pay the Township cash in-lieu of parkland dedication for the value of the lands otherwise required to be conveyed to the Township. The owner shall retain an independent accredited real estate appraiser to provide an opinion of value, conducted to the satisfaction of the Township, with all costs associated with the appraisal to be borne by the Owner. The value of the land shall be determined subject to Section 42 of the Planning Act, R.S.O. 1990, c.P.13, as amended, and in accordance with the Township of Puslinch's prevailing by-law regulating payment of cash-in lieu of parkland.
- 11 THAT the Owner agrees to provide documentation, to the Township's satisfaction, of the existing adjacent wells (dug or drilled) and septic systems along Lots 1, 2 and 14 to ensure that the new lots do not impact existing septic systems and wells.
- 12 THAT the Owner agrees to submit an updated Hydrogeological Assessment, addressing all hydrogeological technical review comments, to the satisfaction of the Township.
- 13 THAT the Owner agrees to the following requirements in the subdivision agreement:
- a. That supply wells to be installed in either in the lower bedrock aquifer (Gasport Formation) or in the upper bedrock aquifer (Guelph Formation) where low permeability overburden deposits (hydraulic conductivity less than 10<sup>-5</sup> cm/sec) are identified with a thickness of at least 10 m;
  - b. That the wells installed in the lower bedrock aquifer must be cased and sealed into the lower unit and that multiaquifer wells (i.e., wells that are constructed with a screen or open hole extending through both the upper and lower bedrock aquifers) are not permitted;

- c. That the Water quality within supply wells must meet the Ontario Drinking Water Quality Standards (ODWS) Maximum Acceptable Concentrations (MAC) for total coliforms, E. coli, nitrate and nitrite;
  - d. That Advanced tertiary treatment (15 mg/L nitrate) is required for all septic systems, except that Lots 1 and Lot 12 may be permitted to have standard tertiary treatment (20 mg/L nitrate) systems, subject to an updated hydrogeological report and approval by the Township.
  - e. That the Purchase and Sale Agreements inform purchasers that they must comply with maintenance requirements for private septic systems with advanced tertiary treatment.
- 14 THAT the Owner agrees to submit an Assessment of Potential Stormwater Management Outfall Impacts, to the satisfaction of the Township, which shall include:
- a. A detailed assessment of stormwater management outfall impacts on the adjacent Significant Woodland, informed by detailed design, to determine mitigative options and identify necessary adaptive management activities in order to ensure there are no negative impacts to the retained woodland; and,
  - b. The preparation of a future monitoring program to evaluate downstream impacts from the stormwater outfall, including potential impacts on tree health and the stability of soils within the outfall area. This plan should include the prescribed frequency of monitoring, a description of the assessments that will be completed, and mortality thresholds that will trigger the requirement to plant replacement trees within this area.
- 15 THAT the subdivision agreement shall contain wording, to the Township's satisfaction, requiring that the Purchase and Sale Agreements for Lot 15 and Lot 19 inform the purchasers of the presence of a berm located along the westerly lot lines, which serve to prevent stormwater runoff from the park. This condition shall not apply if the berm is no longer proposed.
- 16 THAT the Owner agrees to conduct a Wetland Water Balance Assessment to demonstrate that the quantity and quality of water directed to adjacent hydrological features will not be negatively impacted in the post-development scenario.
- 17 THAT the Owner agrees to satisfy all the requirements, financial and otherwise, of the Township of Puslinch concerning the provision and construction, where required, of roads, sidewalks, secondary emergency access, stormwater drainage systems, street signs, fencing, landscaping, underground fire reservoir, street lighting and other services for the proper and orderly development of the subject lands.
- 18 THAT the subdivision agreement shall contain wording, to the Township's satisfaction, requiring that the Purchase and Sale Agreements inform the purchasers that a levy may be imposed on the future owners of the residential lots for the maintenance costs for stormwater drainage, stormwater management facility and fire protection infrastructure.
- 19 THAT the Owner shall construct fire protection facilities to the satisfaction of the Township of Puslinch, in accordance with the requirements of the Fire Department.
- 20 THAT the Owner shall submit to the Township for review and approval, a drawing demonstrating that the proposed parking areas and driveways of the residential lots can be provided outside of all catchment areas that do not have quality control.
- 21 THAT prior to any grading or construction on the site, and prior to registration of the plan, the Owner agrees to submit the following plans and reports to the satisfaction of the Township of

Puslinch in consultation with Conservation Halton:

- a. A final detailed stormwater management report and plans in accordance with the C.F. Crozier & Associates Inc. Functional Servicing and Preliminary Stormwater Management Report (dated December 2024), and with the 2003 Ministry of the Environment Report entitled 'Stormwater Management Practices Planning and Design Manual'.
  - b. An erosion and sedimentation control plan in accordance with Conservation Halton's Guidelines for Sediment and Erosion Control, 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.
  - c. 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 highest inferred groundwater elevations for each lot using the closest available monitoring well information, 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.
- 22 THAT the Owner shall grant easements as required for services, utilities, fire protection facilities, and drainage purposes to the appropriate authority.
- 23 THAT the Owner agrees to submit a Lighting Plan and Photometric Plan for street lighting to the satisfaction of the Township of Puslinch.
- 24 THAT the Owner agrees to the following requirements in the subdivision agreement:
- a. All lighting fixtures, including exterior lighting and street lighting, are certified under the DarkSky Approved Luminaires program or equivalent.
  - b. Any exterior lighting should be directed away from the significant woodland and wetland on and adjacent to the property where possible.
- 25 THAT the Owner agrees to submit a topographic survey of external lands, including the Township's Morrison Ball Park, should be completed to the satisfaction of the Township and subdivision grading plans should be updated to clearly show existing grades are adjacent lands, the top and bottom of berms, and ponding limits and the grading plans should demonstrate that all external lands draining towards to the proposed subdivision are conveyed to a suitable outlet.
- 26 THAT the Owner shall obtain an Environmental Compliance Approval for Stormwater Works prior to the assumption of the stormwater infrastructure by the Township of Puslinch, all stormwater infrastructure should be cleaned, and the Environmental Compliance Approval should be transferred to the Township of Puslinch.
- 27 THAT the Owner agrees to provide documentation, to the Township's satisfaction demonstrating that the quality of the existing fill and any imported fill meets the requirements for a residential development, in accordance with Ontario Regulation 406/19.
- 28 THAT the Owner shall dedicate the road allowance, i.e. Street 'A', as a public highway gratuitously to the Township.

- 29 THAT the Owner be requested to meet with the owners of 40 Badenoch Street, 24 Back Street, and 7501 Wellington Road 36 to explain the details of the work adjacent to their respective properties and that any concerns that cannot be addressed by staff be brought to Council.
- 30 THAT the Owner agrees to complete the grading and retaining wall construction on the unopened road allowance immediately north of Street 'A' during the reconstruction of Back Street (Ochs Street) and to contact the property owners of 40 Badenoch Street, 24 Back Street and 7501 Wellington Road 36 prior to carrying out the work and THAT the design of the grading and retaining wall be reviewed and approved by the Township.
- 31 THAT the Owner agrees that a Public Meeting will be held to review the details of the draft plan of subdivision which include details of Back Street (Ochs Street) redesign and the unopened road allowance immediately north of Street 'A', including the sight line distances for the Back Street (Ochs Street) connection. This Public meeting will be scheduled prior to the approval of the subdivision agreement to review the detailed design of Back Street (Ochs Street) in order to provide the public an additional opportunity to provide input.
- 32 THAT the Owner agrees to submit a topography survey of Badenoch Street and provide a plan and profile drawing showing to confirm the vertical sight lines, to the satisfaction of the Township and the County.
- 33 THAT the Subdivision Agreement between the Owner and the Township of Puslinch include the following clauses:
- a. Prior to the Township's assumption of Block 22, the Owner shall implement the approved Landscape Plan at the sole cost of the Owner, to the Township's satisfaction;
  - b. Prior to the Township's assumption of Block 22, the Owner shall be responsible for ongoing maintenance, repairs and replacements of all implemented landscape features;
  - c. Prior to the Township's assumption of Block 22, the Owner shall implement the required buffer enhancement and monitoring up to an appropriate time period as specified in the buffer enhancement plan;
  - d. Prior to the Township's assumption of Block 22, the Owner shall install fences, to the Township's satisfaction, along the shared lot lines between the residential lots and Block 22;
  - e. That the Owner install fences, to the Township's satisfaction, along the easterly and southerly lot lines of the Old Morriston Park.
  - f. That the Owner provides the Township with security in the form of an unconditional irrevocable Letter of Credit, cash, certified cheque or bank draft, in a form and amount satisfactory to the Township, to secure the full cost of all required works associated with the conversion of Back Street into a one-way operation. All forms of security shall remain in effect for a minimum period of three (3) years following the date of registration of the subdivision.
- 34 THAT the subdivision agreement shall contain wording, which is satisfactory to the Township of Puslinch, that Purchase and Sale Agreements contain the following clauses to advise purchasers:
- a. That there may be incompatible uses or features associated with the block containing the stormwater management facility and the natural environment features (Block 22);

- b. That home businesses that involve the use, storage, or disposal of hazardous, flammable, volatile, or toxic chemicals are not permitted;
- c. That no driveways or parking areas are permitted within catchment areas that do not have quality control and that the Purchase and Sale Agreements include a map showing the extent of such catchment areas; and
- d. That purchasers are responsible for the perpetual maintenance and replacement of the fence, to the Township's satisfaction, along the shared lot lines between the residential lots and Block 23.

35 THAT the Owner agrees to the following requirements in the subdivision agreement:

- a. That all infrastructure works will be constructed to prevalent Township's standards.
- b. That the Owner agrees to name the street to the satisfaction of the Township of Puslinch, such that the new street name shall not be a duplicate in spelling or phonetic sounding of street names elsewhere in the County of Wellington.
- c. That the Owner agrees to grant to the Township any required easements for services or utilities, particularly drainage easements and earth berms as demonstrated in the Hydrogeological Report and Stormwater Management Report.
- d. That the Owner agrees to provide sidewalks and street lighting in the subdivision to allow children to walk safely to a designated bus pick-up point.
- e. That a streetscape plan illustrating the location of on-street parking, street trees, sidewalks, pavement markings, temporary and final community mailbox locations, hydrants, regulatory and no parking signs and street lighting is submitted to the Township for review and approval.
- f. That monitoring program(s) to assess the performance and/or impacts of both the sewage treatment units and overall stormwater drainage system is submitted to the Township for review and approval. The monitoring program(s) must contain contingency provisions that will be implemented by the Owner in the event that the parameters set by the monitoring program(s) are exceeded.
- g. That all submitted plans and supporting reports will be subject to a peer review at the Owner's cost.
- h. That the Owner shall make satisfactory arrangements with the appropriate Hydro provider for the provision of permanent electrical services to the subdivision.
- i. That the Owner shall make satisfactory arrangements with the appropriate telephone/telecommunications provider for the installation and delivery of permanent telephone/telecommunication services to the subdivision.

36 THAT the Subdivision Agreement entered into between the owner and the Township of Puslinch shall incorporate the following provisions:

- a. The Owner acknowledges and agrees that:
  - i. Approximately 70 feet of Main Street adjacent to and in the vicinity of Lot 1 on the draft plan of subdivision (the "Unimproved Portion") is neither improved nor maintained by the Township at this time and that the Township has lawfully

restricted access by motor vehicles over the Unimproved Portion;

- ii. The Township has no plan or obligation to improve the Unimproved Portion of Main Street;
- iii. The only lands that will be benefitted by an extension of the Unimproved Portion of main Street are the Lot 1;
- iv. The Owner shall be required to improve the Unimproved Portion of Main Street, at the Owner's sole cost, as follows:
  - a. That the roadway be constructed at the current width of 5.35 metres, that a no exit sign be placed at Main St. and the Old Morrision Park driveway entrance and that the pavement design meets residential-local requirements as shown on Drawing STD-102 of the Township's Municipal Development Standards, i.e., 35 mm HL3, 60mm HL4, 150mm Gran A and 300m Gran B, with such work having been inspected by the Township's Director of Public Works and found to be acceptable in the Director's sole and unfettered discretion;
  - b. Prior to undertaking or commencing any works on the Unimproved Portion of Main Street, the Owner shall be required to enter into an External Works Agreement with the Township in its usual form and the Owner shall comply with all conditions and requirements thereunder, including as to the placement of insurance and the posting of financial securities; and
  - c. The Owner will not call for a building permit (and will have no entitlement to call for a building permit) in respect of Lot 1 until the foregoing requirements relating to the Unimproved Portion of Main Street have been fully satisfied.
- v. The draft plan of subdivision will incorporate a 0.3 meter reserve block between the Unimproved Portion of Main Street and Lot 1 that shall be dedicated to the Township upon plan registration. The Township will not dedicate or open the reserve block as a public road forming part of Main Street, nor will the Township permit motor vehicle access to or egress from Lot 1 over the Unimproved Portion of Main Street until all of the foregoing requirements have been satisfied by the Owner.
- vi. The Owner shall not sell, transfer, or otherwise convey any interest in Lot 1 without advising any future owner of Lot 1 of the foregoing requirements. Any offer of purchase and sale or other agreement relating to Lot 1 shall incorporate the following warning clause:

"Purchasers are advised that approximately 70 feet of Main Street adjacent to and in the vicinity of Lot 1 on the draft plan of subdivision (the "Unimproved Portion") is neither improved nor maintained by the Township at this time and that the Township has lawfully restricted access by motor vehicles over the Unimproved Portion. The Township will not dedicate or open the reserve block adjacent to Lot 1 as a public road forming part of Main Street, nor will the Township permit motor vehicle access to or egress from Lot 1 over the Unimproved Portion of Main Street until such time as the Unimproved Portion of Main Street has been improved to the Township's specifications (at no cost to

the Township) in accordance with the terms of the Subdivision Agreement.”

- vii. The draft plan of subdivision will incorporate a 0.3 meter reserve block between the Unimproved Portion of Back Street (Ochs Street) and the subject lands that shall be dedicated to the Township upon plan registration. The Township will not dedicate or open the reserve block as a public road forming part of Back Street (Ochs Street), nor will the Township permit motor vehicle access to or egress from the subject lands over the unimproved portion of Back Street (Ochs Street) until the construction of the unimproved portion of Back Street (Ochs Street), including the grading and retaining wall construction, has been satisfied by the Owner.
- viii. The Owner agrees to improve the Unimproved Portion of Back Street (Ochs Street), at the Owner’s sole cost, and that the improvements meet the Township’s typical Urban Cross-Section in the Municipal Development Standards (Drawing STD-102) and that the pavement design meets the residential-local requirements as shown on Drawing STD-02 in the Municipal Development Standards, with such work having been inspected by the Township’s Director of Public Works and found to be acceptable in the Director’s sole and unfettered discretion.

37 THAT prior to final approval, the Owner shall submit to the Ministry of Transportation for review and approval:

- a. a copy of a Traffic Impact Study.
- b. a stormwater management report along with grading/drainage plan.
- c. a draft copy of the M-Plan for this subdivision.
- d. the Conditions of Draft Plan Approval and Draft Subdivision Agreement to ensure our requirements have been incorporated.

38 THAT Canada Post requests that the owner/developer comply with the following conditions:

- 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 County of Wellington.
- 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.
- 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.

39 THAT the following be addressed to the satisfaction of Upper Grand District School Board:

- 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 about schools in the area.
- 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:

"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."

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

- 41 THAT the Owner agrees that should any conflict arise with existing telecommunications 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.
- 42 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.
- 43 THAT the Owner evaluates all wetlands to be retained within the subject lands using Conservation Halton's Guidelines for Wetland Water Balance Assessments (June 2024) to ensure that there are no hydrologic impacts to the wetlands and design mitigation measures as required.
- 44 THAT the Owner agrees to complete a topography survey and provide a plan and profile drawing verifying that the vertical sightlines are satisfactory as outlined in the Traffic Impact Study. If the vertical sightlines are found not to be satisfactory, road improvements at Badenoch Street (Wellington Road 36) and Ochs Street intersection are to be implemented by the Owner, at the Owner's expense and enter into an agreement with the County to complete required road upgrades.
- 45 THAT the Owner shall provide a copy of the letter from the MCTS confirming that the archaeological assessment report has been added to the Register to the satisfaction of the County of Wellington.
- 46 THAT the Owner shall provide to the County of Wellington an AUTOCAD "dwg" digital file of the final plan to be registered.
- 47 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".
- 48 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 condominium as registered in the Land Titles Office for Wellington (No. 61) should such documents not be forwarded to the County of Wellington by the local Land Registrar's office after registration of the plan.
- 49 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.
- 50 THAT if final approval is not given to this draft plan No. 23T-23002 within three 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 Township of Puslinch must be received by the Director of Planning for the County of Wellington prior to the lapsing date of FEBRUARY 28, 2029.
- 51 THAT the County of Wellington be advised in writing by the Township of Puslinch that conditions 1 to 36 (inclusive) have been satisfied.
- 52 THAT the County of Wellington be advised in writing by the Ministry of Transportation that condition 37 has been satisfied.

- 53 THAT the County of Wellington be advised in writing by the Canada Post that condition 38 has been satisfied.
- 54 THAT the County of Wellington be advised in writing by Upper Grand District School Board that condition 39 has been satisfied.
- 55 THAT the County of Wellington be advised in writing by the telecommunication provider that conditions 40, 41 and 42 have been satisfied.
- 56 THAT the County of Wellington be advised in writing by Conservation Halton that condition 43 has been satisfied.
- 57 THAT the County of Wellington be advised in writing by Wellington County Roads Department that conditions 32 and 44 have been satisfied.
- 58 THAT the County of Wellington be advised in writing by the County of Wellington Planning and Development Department that condition 45 has been satisfied.
- 59 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-23002).
2. Clearances are required from the following agencies:

**Township of Puslinch  
Ministry of Transportation  
Canada Post  
Upper Grand District School Board  
Bell/Telecommunication Provider  
Conservation Halton  
Wellington County Roads Department  
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.