COUNTY OF WELLINGTON

PLANNING AND DEVELOPMENT DEPARTMENT
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NOTICE OF DECISION

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

Approval Authority: County of Wellington

File Number: 23T-23006

IN THE MATTER OF AN APPLICATION for Draft Plan of Subdivision being Part Lot 17, Concession 4, geographic Township of Pilkington, (Ariss) Township of Guelph-Eramosa 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-23006 on the 20th of October, 2026 under Section 51(31) of the Planning Act, R.S.O. 1990, c.P.13, as amended in respect of Part Lot 17, Concession 4, geographic Township of Pilkington, (Ariss) Township of Guelph-Eramosa 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 APPLICATION: Guelph/Eramosa Township Zoning By-law Amendment Application (ZBA) 05-24

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 **NOVEMBER 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**. If the e-file portal is down, you can submit your appeal to **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 Guelph-Eramosa.

DATED at the City of Guelph, County of Wellington Administration Centre, this October 20, 2026



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 Will-O Homes 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 in the Part Lot 17, Concession 4, geographic Township of Pilkington Township of Guelph-Eramosa (Ariss) 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-23006

No.	Condition
1	THAT this draft approval applies to the draft plan, County of Wellington File No. 23T-23006 by GSP Group Project drawing No. 19274 last revised on October 8, 2026 and boundary certified by Jeff Buisman, OLS on July 31, 2026 showing:16 Single Detached Residential Lots; Park (Block 17); 0.3m Reserve (Block 18); Roads (0.96 ha); for a total land area of 7.80 ha.
2	THAT prior to final approval by the County of Wellington, the proposed final plan be given review and acceptance by the Township of Guelph/Eramosa.
3	THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised by the Township of Guelph/Eramosa that appropriate zoning is in effect for this proposed subdivision.
4	THAT the road allowance included in this draft plan shall be shown and dedicated as a public highway to the satisfaction of the Township of Guelph/Eramosa.
5	THAT the streets shall be named to the satisfaction of the Township of Guelph/Eramosa, and such new street names shall not be duplicated in wording or phonetic sounding of street names elsewhere in the County of Wellington.
6	THAT the Owner shall satisfy any technical review comments provided by the Township's external Peer Review Consultants, including Legal, Planning & Engineering, to the satisfaction of the Township. Further, the Owner also agrees to be responsible for paying all costs associated with any external Peer Review Consultants.
7	THAT the Owner will provide and will install all pavement markings, traffic signage and street name signs that may be required by the Township of Guelph/Eramosa.
8	THAT prior to final approval of the plan by the County of Wellington, the Subdivision Agreement between the owner and the Township of Guelph/Eramosa contain a provision that the Owner submit to the satisfaction of the Township of Guelph/Eramosa a copy of a Homeowners Manual which provides information deemed necessary by the Township of Guelph/Eramosa.
9	THAT the Owner satisfies the requirements of the Township of Guelph/Eramosa for parkland dedication as provided for under the Planning Act, R.S.O 1990, as amended, through the conveyance of Park Block 17, free and clear.
10	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 submit a landscape plan for Park Block 17 to the satisfaction and approval of the Township of Guelph/Eramosa and the Township Engineer.

11 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions which are satisfactory to the Township of Guelph/Eramosa to address fencing and screening on the perimeter of this draft plan of subdivision.

12 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa contain provisions that the Owner be responsible for the grading and seeding, and maintenance of said grading and seeding free of stockpiles and debris, and construct all landscape works for Park Block 17 in accordance with the plans approved by the Township of Guelph/Eramosa and at no cost to the Township.

13 THAT such easements as may be required for utility, fire protection facilities, telecommunication services, sanitary sewer, or drainage purposes shall be granted to the appropriate authority.

14 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa be registered against the lands to which it applies, and that a copy of that Subdivision Agreement as registered in the Land Registry Office be filed with the County of Wellington.

15 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa shall contain a provision that the Owner agrees in writing to satisfy all the requirements, financial and otherwise, of the Township of Guelph/Eramosa concerning the provision of roads, street signs, installation of services, and drainage.

16 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions whereby the Owner shall make satisfactory arrangements with the appropriate electricity provider and telephone provider for the provision of permanent and/or temporary electrical services and telephone services to the plan.

17 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions to the effect 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 of all the development charges related to this development.

18 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa contain provisions requiring the proposed road within this plan to be designed to Township of Guelph/Eramosa's standards.

19 THAT any dead ends and open sides of road allowances created by this draft plan shall be terminated in 0.3 metre reserves to by conveyed to the Township of Guelph/Eramosa.

20 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa contain provisions whereby the Owner be required to remove the asphalt surface of the existing temporary turning circle (Blocks 17, 18, and 19 of Plan 61M-207, Usher's Creek Subdivision) and grade and seed these areas and extend and connect existing driveways to Ariss Glenn Drive where required, to the satisfaction of the Township of Guelph/Eramosa.

21 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa contain provisions whereby the owner is required to maintain access to 5760 6th Line East at all times during construction and provide and construct a permanent entrance to the satisfaction of the Township of Guelph/Eramosa to this property from the proposed street following construction.

22 THAT prior to final approval by the County of Wellington and prior to any grading or construction on the subject property, the Owner or its agent shall submit the following plans and reports to the Township of Guelph/Eramosa for review and approval:

a) A final Functional Servicing Report/Plans addressing water, wastewater servicing and utilities; and area grading and road works to the satisfaction of the Township and

applicable approval authorities;

b) A final Stormwater Management Report/Plans addressing stormwater management including quality control and provide a hydraulic analysis demonstrating quantity controls are not required.

c) A Geotechnical Report addressing soil and groundwater conditions;

d) A Salt Management Plan be prepared to the satisfaction of Source Water Protection and the Township of Guelph/Eramosa;

e) A drainage plan showing the layout of the drainage works including channel, infiltration measures, and drainage swales;

f) A grading and drainage control plan showing the limits of all grading, including existing and proposed grades. The plans should indicate the locations of all proposed building envelopes, structures, accesses, and septic system envelopes;

g) A detailed erosion and sediment control plan indicating the means whereby erosion will be minimized and sediment maintained on-site throughout all phases of grading and construction;

h) A final Environmental Impact Study;

i) A final Hydrogeological Impact Study;

j) A Tree Protection Plan indicating minimal tree removal and appropriate protection of boundary trees;

k) Standalone Stormwater Operations and Maintenance Manual; and

l) Confirmation that the applicant is able to provide legal outlet for stormwater to the receiving watercourse/drain

m) A drawing set including, at a minimum, the following Plans:

   i) Cover Sheet, complete with the following information:
      - Development name
      - Key plan showing site location
      - Developer & Consultant's information
      - Drawing index
      - Submission number

   ii) Phasing Plan (as applicable)

   iii) Erosion & Sediment Control (ESC) Plan

   iv) Servicing Plan(s)

   v) Stormwater Facility Design Plan & Details

   vi) Storm Drainage Plan (Pre-Development & Post-Development) & Design Sheets, including external drainage areas as applicable

vii) Plan/Profile Drawings

viii) Overall Grading Plans

ix) Landscape Plans
- Including but not limited to Park Block 17.

x) Fencing Plan meeting the following requirements:
- Subject to the Township's satisfaction, fencing in the form of solid board privacy fence is to be provided for 46, 50, 54 and 67 Ariss Glen Drive from the Kurtz Municipal Drain to the Kissing Bridge Trail. Any fencing will need to comply with the municipal fencing by-law. Where solid board privacy fencing is not permitted due to the Kurtz Municipal Drain, page-wire fencing or an appropriate alternative may be utilized.
- A page-wire fence through the Kurtz Municipal Drain across 46 Ariss Glen Drive.
- Park Block 17 shall be fenced in accordance with municipal standards
- Privacy fencing to be provided along the side yard of Lot 16 with Sixth Line East that is of suitable height and density to reduce sound levels in rear yard amenity area.
- The developer will make the necessary arrangements with the property owners of 46, 50, 54, and 67 Ariss Glen Drive for the installation of fencing, at no cost to the Township and residents.

xi) Composite Utility Plans (including any external upgrades required to support the development)

xii) Provide a lighting design, light standard details, and photometric analysis.

xiii) Pavement Markings & Signage Plan

xiv) Sidewalk and Trail Plans (as applicable)

xv) Park Plan (as applicable)

xvi) Construction Phasing Plans

xvii) Fire Break Plan

xvii) Details & Notes Plan

23 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa contain provisions which are satisfactory to the Township of Guelph/Eramosa to address the following:

i) Undertake all works according to the plans and reports approved under Condition #22.

ii) A detailed plan showing the building envelopes and septic tile field locations, and the locations and dimensions of proposed infiltration galleries; and

iii) Procedures for the design of each septic disposal system by a qualified engineer and for the supervision of the installation of each individual septic disposal system; and

iv) A soils analysis performed by a qualified engineer indicating percolation rates after

earthworks are completed. Such soils analysis must also be performed on any imported fill that is to be used in the construction of any septic systems; and

v) A site grading plan.

24 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa contain provisions which are satisfactory to the Township of Guelph/Eramosa to address required fire protection of the proposed subdivision.

25 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions with respect to the completion of works outlined in condition No. 18, No. 19, No. 20, No. 21 and No. 22.

26 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa contain a provision that the lots will be made suitable for Level IV (tertiary) sewage disposal systems with disposal beds designed to meet the standards of the Ontario Building Code.

27 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa and any Purchase and Sale Agreement shall include a clauses as it relates to:

i) That the lots will be serviced by private individual potable water and Level IV (tertiary) sewage disposal systems, and to identify the maintenance and reporting requirements of these systems;

ii) That the lands adjacent to the subdivision are being utilized for normal agricultural operations that may result in noise, dust, odour an other potential nuisances associated with livestock or agricultural uses. These normal agricultural practices may occasionally affect the living environment of residents in close proximity to agricultural operators;

iii) That all lots, Lots 1 to 16 inclusive, that include components of the Kurtz Municipal Drain, shall not be altered or interfered with nor the buffering distances infringed upon in any way.

28 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa contain a provision that operation and maintenance manuals for the Level IV treatment units be provided to the homeowners.

29 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa contain a provision that the homeowners be made aware of the sampling and inspection requirements of the individual sewage systems in accordance with Section 8.9.2.4 of the Ontario Building Code.

30 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa contain a provision that the lots will be made suitable for private water well installation in accordance with O.Reg. 903. The proposed wells will be installed by a licensed well driller and will draw from the bedrock aquifer complete with a watertight casing and continuous annular seal extending from the surface and seated in the bedrock and sampled prior to plumbing connection so that homeowners can make informed decisions on which water treatment systems are appropriate for their well and the expected usage.

31 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa contain a provision that a door-to-door water well survey be completed for all properties within 500 m of the Site prior to final approval.

32 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions with respect to fuel handling and storage requirements during construction of the subdivision and its associated facilities.

33 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions that construction access to the site will be limited to the entrance from 6th Line and that barriers will be installed where the proposed development meets the existing Ariss Glenn Drive. The barriers will remain in place until the first occupancy occurs or when the turning circle is removed from Ariss Glenn Drive. The construction access will be maintained at the 6th Line entrance for building related deliveries at all times.

34 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions for cleaning and maintenance of Township owned roads to the satisfaction of the Township during all phases of construction of the proposed development.

35 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions that the developer is to obtain a Ministry of the Environment, Conservation and Parks Environmental Compliance Approval for the proposed stormwater management facilities, as applicable.

36 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa shall contain provisions for decommissioning any unused wells found on the property, including monitoring wells, per Ontario Regulation 903, and that documentation of decommissioning is submitted to the Township upon completion.

37 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa contain provisions that no construction shall be permitted within the 15 m working space along the north & northeast side of Branch C and on the northwest side of Branch F of the Kurtz Municipal Drain as identified in the Engineer's Report for the Kurtz Drainage Works Relocation of Branch F and Section of Branch C (April 12, 2022).

38 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa contain provisions that the design and installation and landscaping of the proposed crossing of the Kurtz Municipal Drain shall to the satisfaction of the Township and the Township's drainage superintendent.

39 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa contain a provision that the site grading be designed such that each basement floor will achieve a clearance of at least 0.5 m above the seasonal high groundwater level.

40 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa contain a provision that, based on the findings of the long term groundwater monitoring, foundation design and elevation be adjusted to account for the measured groundwater depth, or suitable waterproofing or dewatering provisions be put in place, along with a clause satisfactory to the Township of Guelph/Eramosa in the Purchase and Sale Agreement relating to implications of such systems and long term operation and maintenance requirements.

41 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa contain a provision that a Phosphorous Impact Analysis be completed to evaluate the impact on the Kurtz Drain from the proposed individual, private on-site sewage systems, and any mitigation measures be address by the Owner to the satisfaction of the Township.

42 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa contain a provision that no tree removal shall take place between April 1 and August 31.

43 THAT the Subdivision Agreement between the Owner and the Township of Guelph/Eramosa contain a provision that a screening for Species at Risk (SAR) and Significant Wildlife Habitat (SWH) based on online databases and the consultant's characterization of the site to support SAR or SWH.

44 THAT prior to any grading or construction on the site and prior to registration of the plan, the owners or their agents submit the following plans and reports to the satisfaction of the Grand River Conservation Authority.

a) A detailed stormwater management report in accordance with the 2003 Ministry of the Environment Report entitled "Stormwater Management Planning and Design Manual" and in keeping with the Functional Servicing and Stormwater Management Design Report 5782 6th Line East Township of Guelph/Eramosa (Ariss) (prepared by GEI Consultants, dated August 2025) and the Amendment letter to the Functional Servicing Report (prepared by GEI Consultants, dated September 19, 2025).

b) Detailed Lot Grading, Servicing and Storm Drainage Plans showing existing and proposed grades.

c) Grading must be completed prior to servicing and/or registration of the plan to ensure the proposed lots are outside the floodplain. Confirmation to be provided through the submission of an as-built plan signed and stamped by a professional engineer.

d) An Erosion and Sediment Control Plan in accordance with the Grand River Conservation Authority's Guidelines for erosion and sediment control, indicating the means whereby erosion will be minimized and sediment maintained on-site throughout all phases of grading and construction.

e) The submission and approval of a GRCA Permit pursuant to Ontario Regulation 41/24, prior to any grading or development activity within the regulated area.

45 THAT prior to final approval, the Owner shall address any outstanding review and comments as it relates to the removal of the ineffective flow areas from the HEC-RAS modeling, in order to be consistent with the previously accepted model, to the satisfaction of the Grand River Conservation Authority.

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

a) That Education Development Charges shall be collected prior to the issuance of a building permit(s).

b) That the Developer agrees to provide the Upper Grand District School Board with a digital file of the plan in either ARC/INFO export or DWG format containing parcel fabric and street network.

c) That adequate lighting and snow removal are provided to allow children to walk safely to school or to a designated bus pickup point.

d) That the developer shall supply, erect, and maintain a sign (at its expense and according to the Board's specifications) affixed to the permanent development sign advising prospective residents about schools in the area.

e) That the developer shall agree 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."

47 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.

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

49 THAT the Owner agrees that should any conflict arise with existing Bell Canada/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.

50 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.

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

a) The owner/developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans for the municipality's review and approval.

b) The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.

c) The owner/developer will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.

d) The owner/developer will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.

e) The owner/developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.

f) The owner/developer agrees, prior to offering any of the residential units for sale, to place a "Display Map" on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Community Mailbox site locations, as approved by Canada Post and Guelph-Eramosa Township.

g) The owner/developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new home purchaser that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot #s) of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easements granted to Canada Post.

h) The owner/developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off.

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

53 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) should such documents not be forwarded to the County of Wellington by the local Land Registrar's office after registration of the plan.

54 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.

55 THAT if final approval is not given to this draft plan No. 23T-23006 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 Guelph-Eramosa must be received by the Director of Planning for the County of Wellington prior to the lapsing date of OCTOBER 21, 2029.

56 THAT the County of Wellington be advised in writing by the Township of Guelph/Eramosa that conditions 2 to 43 (inclusive) have been satisfied.

57 THAT the County of Wellington be advised in writing by Grand River Conservation Authority that conditions 44 and 45 have been satisfied.

58 THAT the County of Wellington be advised in writing by the Upper Grand District School Board that condition 46 has been satisfied.

59 THAT the County of Wellington be advised in writing by Enbridge Gas that condition 47 has been satisfied.

60 THAT the County of Wellington be advised in writing by the telecommunication provider that conditions 48, 49 and 50 have been satisfied.

61 THAT the County of Wellington be advised in writing by Canada Post that condition 51 has been satisfied.

62 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-23006).

2. Clearances are required from the following agencies:

   Township of Guelph-Eramosa
   Grand River Conservation Authority
   Upper Grand District School Board
   Enbridge Gas
   Bell/Telecommunication Provider
   Canada Post

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

3. The costs of any relocations or revisions to Hydro facilities which are necessary to accommodate this subdivision will be borne by the developer.

4. An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 - Proximity - of the Regulations for Construction Projects in the *Occupational Health and Safety Act*, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is the proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating "*DANGER - Overhead Electrical Wires*" in all locations where personnel and construction vehicles might come in close proximity to the conductors.

5. The Owner is advised to contact Bell Canada at planninganddevelopment@bell.ca during the detailed utility design stage to confirm the provision of communication/telecommunication infrastructure needed to service the development.

6. It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that 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.