

**Local Planning Appeal Tribunal**  
Tribunal d'appel de l'aménagement  
local



**ISSUE DATE:** January 05, 2021

**CASE NO(S):** PL171265

The Ontario Municipal Board (the “OMB”) is continued under the name Local Planning Appeal Tribunal (the “Tribunal”), and any reference to the Ontario Municipal Board or Board in any publication of the Tribunal is deemed to be a reference to the Tribunal.

**PROCEEDING COMMENCED UNDER** subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant:	4135199 Canada Inc. Et Al
Subject:	Request to amend the Official Plan - Failure of the County of Wellington to adopt the requested amendment
Existing Designation:	Urban Centre
Proposed Designated:	Urban Centre
Purpose:	To permit a mixed use community consisting of residential, commercial, employment, institutional and open spaces uses
Property Address/Description:	Part of Lot 16 & 17 Concession 10 and Part of Lot 16, Concession 11
Municipality:	Town of Erin
Approval Authority File No.:	OP-2012-06
OMB Case No.:	PL171265
OMB File No.:	PL171265
OMB Case Name:	4135199 Canada Inc. Et Al v. Erin (Town)

**PROCEEDING COMMENCED UNDER** subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant:	4135199 Canada Inc. Et Al
Subject:	Proposed Plan of Subdivision - Failure of the County of Wellington to make a decision
Purpose:	To permit a mixed use community consisting of residential, commercial, employment, institutional and open spaces uses
Property Address/Description:	Part of Lot 16 & 17 Concession 10 and Part of

Municipality: Lot 16, Concession 11  
 Municipality File No.: Town of Erin  
 OMB Case No.: 23T-12001  
 OMB File No.: PL171265  
 OMB File No.: PL171266

**PROCEEDING COMMENCED UNDER** subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: 4135199 Canada Inc. Et Al  
 Subject: Application to amend Zoning By-law No. 07-67  
 - Refusal or neglect of the Town of Erin to  
 make a decision  
 Existing Zoning: FD- Future Development  
 Proposed Zoning: Site Specific (To be determined)  
 Purpose: To permit a mixed use community consisting of  
 residential, commercial, employment,  
 institutional and open spaces uses  
 Property Address/Description: Part of Lot 16 & 17 Concession 10 and Part of  
 Lot 16, Concession 11  
 Municipality: Town of Erin  
 Municipality File No.: Z12-05  
 OMB Case No.: PL171265  
 OMB File No.: PL171302

**PROCEEDING COMMENCED UNDER** subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: 4135199 Canada Inc. Et Al  
 Subject: Request to amend the Official Plan - Failure of  
 the Town of Erin to adopt the requested  
 amendment  
 Existing Designation: Residential, Highway Commercial, Industrial,  
 Future Development  
 Proposed Designated: Site Specific (To be determined)  
 Purpose: To permit a mixed use community consisting of  
 residential, commercial, employment,  
 institutional and open spaces uses  
 Property Address/Description: Part of Lot 16 & 17 Concession 10 and Part of  
 Lot 16, Concession 11  
 Municipality: Town of Erin  
 Approval Authority File No.: OPA D08  
 OMB Case No.: PL171265  
 OMB File No.: PL171301

**Heard:** December 15, 2020 by video hearing

**APPEARANCES:**

**Parties**

**Counsel/Representative\***

Equity Venture Group Corp. and  
National Properties Inc.

M. Melling  
M. McDermid  
J. Cole

County of Wellington

P. Pickfield

Town of Erin

Q. Annibale  
B. Ruddick

Credit Valley Conservation Authority

D. Di Berto\*

Upper Grand District School Board

B. Teichman

**MEMORANDUM OF ORAL DECISION DELIVERED BY S. TOUSAW ON  
DECEMBER 15, 2020 AND ORDER OF THE TRIBUNAL**

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**INTRODUCTION**

[1] This hearing was held to consider the suitability of a settlement proposed by the Parties for a large, multi-use development plan on the northeast side of the Town of Erin (“Town”) in the County of Wellington (“County”).

[2] The appeals, carried forward by the current owners of the lands, Equity Venture Group Corp. and National Properties Inc. (“Appellants”), related to the absence of decisions by the County and Town within the statutory timeframes on applications for County Official Plan Amendment (“COPA”), Town Official Plan Amendment (“TOPA”), Town Zoning By-law Amendment (“ZBA”), and draft Plan of Subdivision (“SUB”).

[3] After the completion of several studies and numerous adjustments to the development plans resulting from public and agency comments, the Parties reached a settlement on the policies, regulations, layout and conditions for the development. During this time, an Environmental Assessment (“EA”) was completed, leading to the Minister of the Environment, Conservation and Parks (“MECP”) approval of a new waste water treatment facility (“WWTF”) for the Town.

[4] With due consideration to all requirements of the *Planning Act* (“Act”) and to the issues raised by the one Participant statement received, the Tribunal allowed the appeals in part and approved the TOPA, ZBA and SUB with conditions, as presented by the Parties. The COPA was withdrawn by the Appellants. The Tribunal’s reasons follow.

## **PARTY STATUS**

[5] The Tribunal granted Party status to the Upper Grand District School Board (“School Board”) with the consent of the statutory Parties. The School Board had participated in the design discussions leading to an acceptable site in the SUB for a future elementary school.

[6] The Tribunal also granted Party status to the Credit Valley Conservation Authority (“CA”). The CA was under the impression that it was granted Party status at an earlier Case Management Conference (“CMC”) for these appeals, but with reference to past Tribunal Decisions, such status could not be confirmed. Further, the CA suggested it no longer required Party status as its issues were now adequately covered by the proposed conditions to the SUB. Out of an abundance of caution and at the request of the Town, the Tribunal granted Party status to the CA and did not grant its release. The Tribunal wished to have the CA available should matters pertaining to its jurisdiction arise in the hearing.

## **PARTICIPANT STATUS**

[7] Ten persons had been granted Participant status in these matters at an earlier CMC. No written statements had been received from Participants by the Tribunal or the Parties in advance of this hearing.

[8] The Appellants, with agreement from the other Parties, explained that the notice of today's hearing indicated the potential for a settlement conference and directed that any document to be referred to must be filed five days in advance. The Appellants noted that s. 33(2) of the *Local Planning Appeal Tribunal Act* ("LPATA") prohibits oral submissions from Participants and requested that the hearing proceed.

[9] Some of the Participants were present on the video conference and the Tribunal offered them an opportunity to comment on the procedural matter of filing statements. No comments were received and the Tribunal was satisfied that the Participants understood the process.

[10] One additional request for Participant status was filed in advance of today by Ann Seymour, a resident in the neighbouring municipality, Town of Caledon. Ms. Seymour had filed a 12-page statement outlining her concerns with the development. The Parties had no objection to the granting of Participant status to Ms. Seymour and were prepared to respond to her issues in their planning evidence. The Tribunal granted Ms. Seymour Participant status and marked her written statement as an exhibit.

## **EVIDENCE**

[11] The Tribunal heard from two Registered Professional Planners ("RPP"), both of whom had filed sworn affidavits, including signed copies of the Tribunal's Acknowledgment of Expert's Duty. With consent of all Parties, the Town called Elizabeth Howson, RPP and the Appellants called Keith MacKinnon, RPP (together,

“Planners”). The Tribunal qualified both of these experienced RPPs to provide opinion evidence in land use planning.

[12] In their oral and written evidence, the Planners describe the site and applications as follows. This 117 hectare (“ha”) property within the northeast corner of the Town will become a mixed-use neighbourhood of residential, commercial and industrial uses along with blocks for open space, natural heritage, an elementary school, water supply and stormwater management (“SWM”). Housing will include some 690 detached, 262 semi-detached, and 443 townhouse dwellings, along with the potential for 130 affordable housing apartment units and seniors’ accommodations. The commercial and industrial land uses are arranged for compatibility within the development and with adjacent, similar existing uses and highway access. Approximately 8 ha of the site are identified as “Deferred Lands” in the amendments, primarily to await the Town’s intended updates to its population and employment projections before final land use designations are established.

[13] The TOPA rearranges certain land use designations on the site to provide for a compatible arrangement of mixed uses, adds 6.75 ha as Greenlands designation, and defers development on 8 ha for further consideration following updated population projections. The ZBA applies suitable zoning and regulations for each of the designations identified in the TOPA, and the SUB sets out the street and lotting pattern. Finally, an extensive set of some 159 conditions to the SUB must be satisfied before final approval.

[14] Mr. MacKinnon explained the now absent need to amend the County Official Plan (“COP”). When originally filed in 2012, the COPA sought population allocations for the Town to accommodate this development. Since that time, the County updated its allocations for projected population to the year 2041, with which this development proposal conforms. The Appellants have now withdrawn their appeal to the COPA (Exhibit 5).

[15] Both Planners' affidavits provide their planning opinion on each of the legislative tests. Ms. Howson provided her summary testimony as follows, and Mr. MacKinnon confirmed his agreement with her evidence.

[16] The provincial documents, being the Provincial Policy Statement, 2020 ("PPS"), A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2020 ("GP") and the Greenbelt Plan, 2017 ("GBP"), are consistent in their support for growth in settlement areas on full services, promoting intensification, developing complete communities, supporting active transportation, enabling future public transit, providing a range of housing types, and protecting the natural heritage system. The development conforms with these policies through the arrangement and designation of land uses, a range of housing sizes and forms, and opportunities for affordable housing and seniors' accommodations.

[17] Similarly, the Planners conclude conformity with the COP and Town Official Plan ("TOP") policies. The site's accommodation of some 4,500 persons and blocks for employment uses provide a density of 58 persons and jobs per ha and 21 housing units per ha, well above the COP target of 40 and 16 respectively. In support of the county-wide goal for 25% of housing units to be affordable, this site will provide approximately 9% affordable units, not including the opportunity for smaller detached or semi-detached dwellings and relatively more affordable townhouses. Based on the detailed studies completed and extensive discussions among the Parties, the land use designation adjustments contained in the TOPA respect the cultural context, protect natural heritage features, and create a compatible mixed-use community. The central school site and dispersed park blocks support active transportation, and the community's integration with area roads allows for the possibility of future public transit.

[18] Finally, the Planners conclude that the SUB and draft plan conditions satisfy all requirements of s. 51(24) of the Act. Such criteria as the health, safety, convenience

and accessibility of inhabitants are all addressed in the site's layout and conditions, as are the suitability of uses, conservation of natural resources, transportation network and energy conservation.

[19] In summary, Ms. Howson and Mr. MacKinnon consider the requested instruments to have regard for the provincial interests of s. 2 of the Act, maintain the intent of the PPS, conform with the GP and GBP, conform with the COP and TOP, and suitably address the criteria of s. 51(24) of the Act.

[20] The Planners also answered questions from the Tribunal and counsel regarding the issues raised in Ms. Seymour's Participant statement. Ms. Seymour is a riparian landowner on the West Credit River, a downstream watercourse from the site, with concerns for the quantity and quality of water from this and other upstream developments. Given this site's location within the West Credit River subwatershed, Ms. Seymour's particular concern is the preservation of the cold-water Brook Trout habitat of the West Credit River.

[21] Both Planners confirmed that water quantity and quality considerations would have been considered in the EA conducted for the WWTF, and that similarly, safe water quantity and quality are normal considerations in the design of SWM facilities. Ms. Howson refers to Condition 15 requiring SWM in accordance with provincial standards and Condition 24 ensuring full commissioning of the WWTF. Mr. MacKinnon expands these references to include Conditions 7, 15, 19, 20 and 58 ensuring compliance with the MECP and the CA regulations for SWM; Conditions 16a, 17, 19 and 110b for erosion and sediment control; Condition 110c for water balancing; and Condition 111d for hydrogeological assessment. Mr. MacKinnon is satisfied that the extensive studies conducted to date for land use related water consumption and effluent, along with the mandatory compliance with provincial and local requirements in the conditions, result in the full consideration of the water quantity and quality concerns expressed by Ms. Seymour.

## FINDINGS

[22] The Tribunal issued its oral approval of the requested instruments at the hearing, supported by brief oral reasons. The Tribunal's detailed reasons follow.

[23] The Tribunal begins its findings with the issues raised by Ms. Seymour. The Tribunal recognizes the legitimate and important issues raised by Ms. Seymour related to the preservation of rare fish habitat and compliments her on a thorough submission and probing questions. At the outset, the Tribunal notes that Ms. Seymour herself acknowledges the wide geographic range of upstream lands within the subwatershed, leading to her plea for improved water quantity and quality standards at the provincial level. Those matters are outside the jurisdiction of this Tribunal.

[24] To the matters affecting this site, Ms. Seymour questions the effect of the proposed urban development on the incidence of flooding, potential pollutants and temperature in the receiving tributary and downstream in the West Credit River. The Tribunal heard evidence that the potential sources of these concerns are the planned off-site WWTF and the proposed on-site SWM ponds.

[25] On the evidence of the Planners, the Tribunal notes that the WWTF has been approved by the MECP, after undergoing thorough review through an EA process. Although the development instruments before the Tribunal rely on the planned WWTF, the WWTF itself is not before the Tribunal. On the evidence, the Tribunal is satisfied that this development can and will be served by an approved WWTF to be built and operated in accordance with provincial standards. A policy in the TOPA and several conditions to the SUB ensure connection to the WWTF before occupancy occurs.

[26] The on-site SWM ponds are before the Tribunal as part of the SUB. Ms. Seymour raises questions about potential effects of SWM on the quantity and

quality of the receiving watercourse but provides no direct evidence that this may occur. In contrast, the Planners advise that some 10 conditions to the SUB ensure that SWM is provided in accordance with the standards and permits of provincial authorities. The Tribunal further notes that the CA is a Party in support of the proposed planning instruments, having been involved throughout the several years of planning and is now satisfied with the plan and conditions. The Tribunal considers the mandatory conditions for SWM, including sufficient size, suitable outlets, infiltration requirements, sediment control, construction impact mitigation and tree preservation, sufficiently demonstrate the competence of the approval agencies to ensure compliance with professional standards and regulated limits.

[27] The Appellants acknowledge that Ms. Seymour's concerns are genuine but argue that no evidence is provided to suggest that those concerns will materialize. In such a case, the Appellants refer to the Tribunal's Decision in *90 Eastdale Inc. v. Toronto (City)*, 2018 CarswellOnt 23319 wherein Member Sills states at paragraph 85:

The Tribunal has carefully considered the assertions and submissions of the Participants, and although the sincerity of their apprehensions is not in doubt, the Tribunal cannot decide an application on the basis of conjecture. Otherwise, many of the concerns expressed have either been addressed by the technical studies and in the evidence and materials of the expert witnesses; will be addressed as a matter of site plan approval; or, are not legitimate land use planning matters that can be considered by the Tribunal in the determination of this matter.

[28] The Tribunal accepts the Appellants' argument that the same approach is warranted here. In this case, the Planners' evidence explains how the concerns will be addressed, lists the conditions pertaining to those concerns, and reveals how the EA for the WWTF is not a matter before the Tribunal.

[29] The Tribunal thanks Ms. Seymour for her advocacy for healthy watercourses, but for the reasons above, the Tribunal does not find her concerns a barrier to the approval of these planning instruments.

[30] The Tribunal accepts the uncontroverted evidence of the Planners and finds that the TOPA, ZBA and SUB with conditions satisfy all legislative tests. They have suitable regard to provincial interests, are consistent with the PPS, conform with the GP and GBP, and conform with the COP and TOP. This development is envisioned and expected by the governing policies of the foregoing documents, with their inclusion of this site as part of the Town's settlement area, allocation of population and housing density, policies for a complete community on full services, a mix of uses including affordable housing, and the appropriate protection of natural heritage, including preserving green space and maintaining water quality. After several years of planning and discussion, the Parties all agreed to suitable plans and conditions for this large development, with no resulting opposition, other than the fair concerns raised by a Participant and satisfactorily answered by the Parties.

## **ORDER**

[31] The Tribunal Orders as follows.

[32] The Appellants' withdrawal of their appeal related to their application to amend the County of Wellington Official Plan is confirmed and the Tribunal's file is closed.

[33] The Appellants' appeal related to their application to amend the Town of Erin Official Plan is allowed in part and the Town of Erin Official Plan is amended as set out in Attachment 1, except the areas identified as "Deferral Areas" are adjourned *sine die* to be brought back before the Tribunal upon the written request of the Appellants, County of Wellington and Town of Erin.

[34] The Appellants' appeal related to their application to amend the Town of Erin Zoning By-law No. 07-67 is allowed in part and Zoning By-law No. 07-67 is amended as set out in Attachment 2, except that the areas identified as "Deferral Areas" are

adjourned *sine die* to be brought back before the Tribunal upon the written request of the Appellants, County of Wellington and Town of Erin.

[35] The Appellants' appeal related to their application for Draft Plan of Subdivision is allowed in part and the Draft Plan of Subdivision is approved as set out in Attachment 3, subject to conditions of approval as set out in Attachment 4, except that the areas identified as "Future Development" are adjourned *sine die* to be brought back before the Tribunal upon the written request of the Appellants, County of Wellington and Town of Erin.

[36] Pursuant to s. 51(56.1) of the *Planning Act*, the County of Wellington shall have the authority to clear the conditions of draft plan approval and to administer final approval of the plan of subdivision for the purposes of s. 51(58) of the Act. The Tribunal may be spoken to in the event of any difficulties implementing any of the conditions of draft plan approval, or if any changes are required to the draft plan.

*"S. Tousaw"*

S. TOUSAW  
MEMBER

If there is an attachment referred to in this document,  
please visit [www.olt.gov.on.ca](http://www.olt.gov.on.ca) to view the attachment in PDF format.

**Local Planning Appeal Tribunal**

A constituent tribunal of Ontario Land Tribunals

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**THE CORPORATION OF THE TOWN OF ERIN**

**OFFICIAL PLAN AMENDMENT NO. 12**

(Mixed use plan of subdivision on certain lands located in the Erin Urban Area and described as Part of Lots 16 and 17, Concession 10, and Part of Lot 16, Concession 11, Town of Erin, County of Wellington)

***December 2020***



**THE CORPORATION OF THE TOWN OF ERIN**

**BY-LAW No. 2020-xxx (LPAT)**

**A By-law to adopt an amendment to the Official Plan of the Town of Erin – Official Plan Amendment No. 12 – National Properties Inc. and Equity Venture Group Corp., Part of Lots 16 and 17, Concession 10 and Part of Lot 16, Concession 11, Town of Erin**

WHEREAS the Local Planning Appeal Tribunal, by its Order/Decision dated \_\_\_\_\_, 2020 in LPAT Case No. PL 171265 has approved an official plan amendment to amend the Official Plan for the Corporation of the Town of Erin, with respect to the lands shown on Schedule “1” attached hereto.

The Official Plan for the Corporation of the Town of Erin is amended as follows:

1. The text attached hereto as Part Two is adopted as an amendment to the Official Plan for the Corporation of the Town of Erin; and,
2. Schedule “1” attached hereto is adopted as an amendment to Schedule “A-2” of the Official Plan of the Corporation of the Town of Erin.

**Approved \_\_\_\_\_, 2020**

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**AMENDMENT NO. 12  
TO THE OFFICIAL PLAN OF THE TOWN OF ERIN**

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## **STATEMENT OF COMPONENTS**

PART ONE - INTRODUCTION is included for information purposes and is not an operative part of this Official Plan Amendment.

PART TWO - THE AMENDMENT, consisting of the text and schedule attached hereto, is an operative part of this Official Plan Amendment.

THE APPENDICES are not an operative part of this Official Plan Amendment.

## **PART ONE - INTRODUCTION**

### **1. PURPOSE**

To amend the provisions of the Official Plan of the Town of Erin (Town of Erin Official Plan 2012) to facilitate the development of a mixed use neighbourhood in a manner which will better contribute to the creation of a complete community in the Erin Urban Area by redesignating certain lands from “Future Development”, “Industrial” and “Residential” to “Residential”, “Industrial”, “Greenlands” and “Core Greenlands”. In addition, certain lands will be identified as “Deferred Lands”.

### **2. LOCATION**

This Amendment applies to lands located between County Road 124 and Dundas Street East in the Erin Urban Area, generally east of Erin Park Drive and described as Part of Lots 16 and 17, Concession 10, and Part of Lot 16, Concession 11, Town of Erin, County of Wellington.

### **3. BASIS**

The lands to be developed are identified as being in a settlement area in the Greenbelt Plan and the County of Wellington (“County”) Official Plan. They are located in the Erin Urban Area boundary in the Town of Erin Official Plan.

The neighbourhood has a total area of approximately 117 hectares, and the lands are designated for development and future development on Schedule A-2, Erin Urban Area, to the Town Official Plan. These designations reflect the intent of the Town to establish a mixed use neighbourhood in this part of the Erin Urban Area.

The designations include “Industrial”, “Highway Commercial”, “Future Development”, and “Residential” which permits related uses (i.e. schools, parks) uses, as well as a natural heritage and open space system reflected in “Core Greenlands” and “Greenlands” designations.

Through the Official Plan Amendment, certain portions of these lands are proposed to be redesignated to better allow for the development of a complete community, while allowing for further consideration of land needs in the Erin Urban Area:

- i) Redesignation of +/-6.75 hectares (ha.) of land from “Residential” to either “Greenlands” or “Core Greenlands” to reflect the results of the Environmental Impact Study;

- ii) Redesignation of a portion of the lands designated “Industrial” to “Residential” to better allow for development of a complete community;
- iii) Redesignation of the Future Development designation to “Residential”, and “Industrial” to better allow for development of a complete community; and,
- iv) “Identification of +/- 8 ha. designated “Residential”, “Future Development” and “Industrial” as “Deferred Lands” to allow for further consideration of land needs in the Erin Urban Area.

These amendments are based on detailed study as well as input from the Town, County and other agencies. The amendments will result in a development that better implements and conforms to Provincial and County planning policy, as well as the Town’s Official Plan, with respect to the creation of a mixed use neighbourhood in the Erin Urban Area. The development will be on full urban services and provides for a range and mix of housing including affordable housing, as well as employment uses and appropriate services. In addition, the natural heritage system is being conserved and development is designed to be inherently sustainable with a walkable and transit friendly transportation system.

## **PART TWO - THE AMENDMENT**

### **1. PURPOSE**

To amend the provisions of the Official Plan of the Town of Erin (Town of Erin Official Plan 2012) to facilitate the development of a mixed use neighbourhood in a manner which will better contribute to the creation of a complete community in the Erin Urban Area by redesignating certain lands from “Future Development”, “Industrial” and “Residential” to “Residential”, “Industrial”, “Future Development”, “Greenlands” and “Core Greenlands”. In addition, certain lands will be identified as “Deferred Lands”.

### **2. THE AMENDMENT**

The Official Plan of the Town of Erin is hereby amended as follows:

#### **2.1 Schedules**

By modifying Schedule “A-2”, Erin Urban Area as shown on Schedule 1 to this Amendment:

- i) To redesignate +/-6.75 hectares (ha.) of land from “Residential” to either “Greenlands” or “Core Greenlands”;
- ii) To redesignate a portion of the lands designated “Industrial” to “Residential”
- iii) To redesignate the Future Development designation to “Residential” and “Industrial”; and,
- iv) To identify +/- 8 ha. designated “Residential”. “Future Development”, and “Industrial” as “Deferred Lands”.

#### **2.2 Policies**

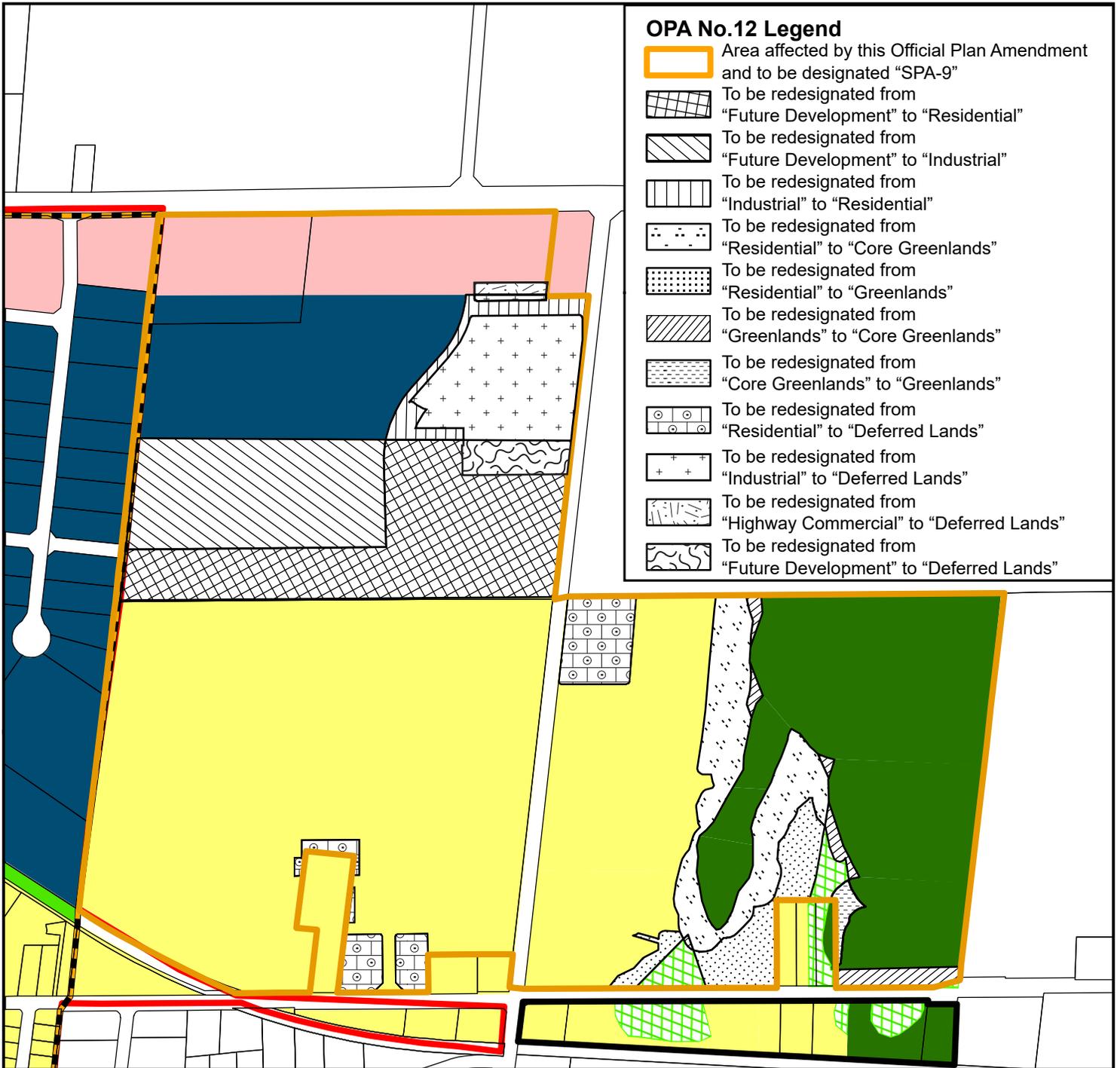
By adding a new section 4.14.3 h) as follows:

**“h) Special Policy Area 9 (Solmar)**

The Town shall only approve occupancy permits for development in the area designated as SPA – 9 on Schedule A-2 which has been allocated servicing capacity in the sewage treatment plant by the Town.

### **3. IMPLEMENTATION AND INTERPRETATION**

This Official Plan Amendment shall be implemented and interpreted in accordance with the implementation and interpretation provisions set out in the Amendment and the relevant sections of the Official Plan.



**OPA No.12 Legend**

- Area affected by this Official Plan Amendment and to be designated "SPA-9"
- To be redesignated from "Future Development" to "Residential"
- To be redesignated from "Future Development" to "Industrial"
- To be redesignated from "Industrial" to "Residential"
- To be redesignated from "Residential" to "Core Greenlands"
- To be redesignated from "Residential" to "Greenlands"
- To be redesignated from "Greenlands" to "Core Greenlands"
- To be redesignated from "Core Greenlands" to "Greenlands"
- To be redesignated from "Residential" to "Deferred Lands"
- To be redesignated from "Industrial" to "Deferred Lands"
- To be redesignated from "Highway Commercial" to "Deferred Lands"
- To be redesignated from "Future Development" to "Deferred Lands"

**TOWN OF ERIN**

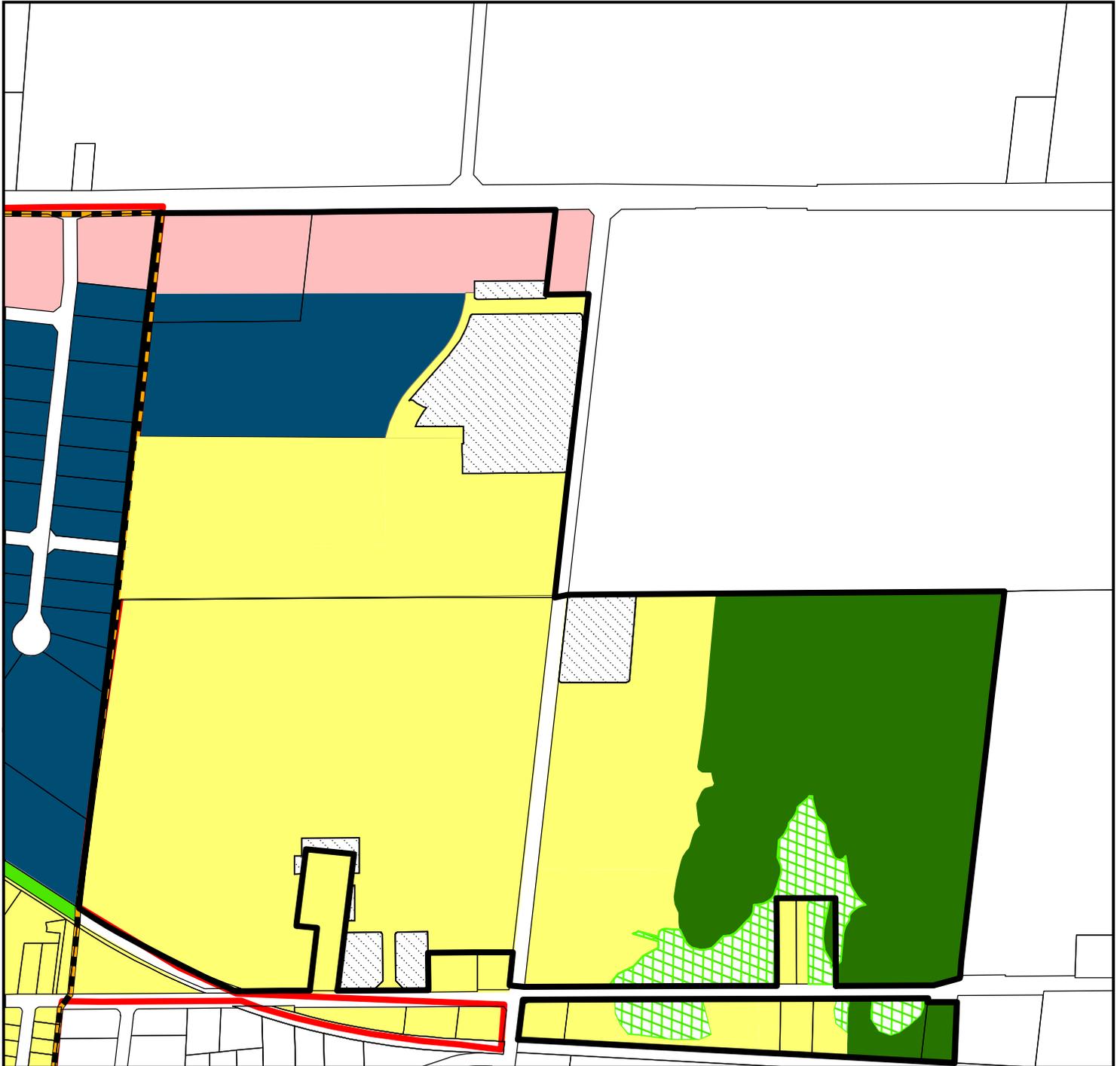
EXCERPT FROM  
Schedule A-2  
Erin Urban Area

Schedule 1 to  
Official Plan Amendment No. 12



**Official Plan Schedule A-2 Legend**

- Residential
- Central Business District
- Highway Commercial
- Residential Transition Area
- Industrial
- Core Greenlands
- Greenlands
- Recreational
- Community Improvement Area
- Regulatory Floodline
- Built Boundary
- Proposed Minor Collector
- Final Alignment to be determined
- Future Development
- Former Landfill Site
- Urban Centre Boundary
- SPA Special Policy Area



**TOWN OF ERIN**

EXCERPT FROM  
 Schedule A-2  
 Erin Urban Area

Schedule 2 to  
 Official Plan Amendment No. 12

**Official Plan Schedule A-2 Legend**

- |   |  |
|---|--|
|  Residential                 |  Community Improvement Area       |
|  Central Business District   |  Regulatory Floodline             |
|  Highway Commercial          |  Built Boundary                   |
|  Residential Transition Area |  Proposed Minor Collector         |
|  Industrial                  |  Final Alignment to be determined |
|  Core Greenlands             |  Future Development               |
|  Greenlands                  |  Former Landfill Site             |
|  Recreational                |  Urban Centre Boundary            |
|  Deferred Lands              |  SPA Special Policy Area          |





**THE CORPORATION OF THE TOWN OF ERIN**

**BY-LAW #2020- 53 (LPAT)**

**A By-law to amend By-law 07-67, as amended,  
being the Zoning By-law for the Corporation of  
the Town of Erin**

WHEREAS the lands shown on Schedule “A” attached hereto are the subject of an application to amend Zoning By-law 07-67 pursuant to the provisions of Sections 34 and 36 of the Planning Act, R.S.O. 1990, to permit development consisting of a mixed use plan of subdivision on certain lands located in the Erin Urban Area and described as Part of Lots 16 and 17, Concession 10, and Part of Lot 16, Concession 11, Town of Erin, County of Wellington;

AND WHEREAS the approval of the application to amend Zoning By-law 07-67 was appealed to the Local Planning Appeal Tribunal;

AND WHEREAS the By-law hereinafter set out includes the use of the Holding (H)Symbol which restricts the use of the lands to those uses permitted in the Holding (H) zone until the Holding(H) Zone is removed;

THEREFORE pursuant to the Order of the Local Planning Appeal Tribunal issued on \_\_\_\_\_, 2020, in Tribunal Case No. PL171265, By-law No. 07-67, of the Corporation of the Town of Erin, as amended, is further amended as follows:

1. That Schedule ‘B’, Erin Zoning Map Town of Erin, is amended by rezoning the lands legally described as Part of Lots 16 and 17, Concession 10 and Part of Lot 16, Concession 11, from the “Future Development (FD) Zone” to the following zones:
  - i. “Residential (R-101)”
  - ii. “Residential (R-101) (H1)”;
  - iii. “Residential (R-101) (H2)”;
  - iv. “Highway Commercial (C2-108)”;
  - v. “General Industrial (M2)”;
  - vi. “Rural Environmental Protection (EP2)”;
  - vii. “Open Space Recreation (OS1) Zone”.

as shown on Schedule “A” of this By-law. In addition, certain lands shall be identified as “Deferred Lands”.
2. That Section 14, “SPECIAL PROVISIONS”, be amended by the addition of the following new subsections to the RESIDENTIAL ZONE, COMMERCIAL ZONE subsections as applicable:

RESIDENTIAL ZONE By-law, Location, Roll#	SPECIAL PROVISIONS
R-101, R-101 (H1), R-101 (H2) By-law #2020-53 National Properties Inc. and Equity Venture Group Corp.	No person shall <i>erect</i> or <i>use a building</i> in the R-101 Zone except in accordance with the following regulations: <b>.1 Permitted Uses</b> a) <i>single-detached dwelling</i> including a bungalow dwelling; b) <i>semi-detached dwelling</i> ;

RESIDENTIAL ZONE By-law, Location, Roll#	SPECIAL PROVISIONS																			
Part of Lots 16 and 17, Concession 10 & Part of Lot 16, Concession 11	<p>c) <i>duplex dwelling</i>;</p> <p>d) <i>triplex and fourplex dwelling</i>;</p> <p>e) <i>townhouse dwelling</i>;</p> <p>f) <i>apartment dwelling</i>;</p> <p>g) <i>nursing home or Home for the Aged</i>;</p> <p>h) <i>retirement residential facility</i>;</p> <p>i) <i>home occupation</i> in accordance with Section 4.18;</p> <p>j) <i>B&amp;B (Class 1)</i> in accordance with Section 4.3;</p> <p>k) <i>institutional uses</i> including a <i>public building</i> or <i>use</i> such as a <i>community centre, park, or school</i>, in accordance with Section 10;</p> <p>l) <i>day nursery</i>;</p> <p>m) <i>public utility</i> including a sewage treatment facility and a stormwater management facility; and,</p> <p>n) <i>uses accessory</i> to a permitted <i>use</i> including <i>accessory dwelling units</i>.</p> <p>In addition, a Holding (H1) symbol is applied to certain lands zoned R-101. The Council of the Town of Erin shall not remove the Holding1 (H1) Symbol from the R-101 Zone until the following condition has been complied with:</p> <p>i) A noise, dust, odour and vibration report along with required mitigation measures, if any, as it relates to the compatibility of the existing employment uses within the Erin business park and more specifically the compatibility of the existing uses on the east side of Erin Park Drive has been completed to the satisfaction of the Town.</p> <p>A Holding 2 (H2) symbol is also applied to certain lands zoned R-101. The Council of the Town of Erin shall not remove the Holding2 (H2) Symbol from the R-101 Zone until the following condition has been complied with:</p> <p>i) Submission of a Functional Servicing Report (FSR) and Stormwater Management (SWM) Report, to the satisfaction of the Town and CVC in accordance with applicable Town, MECP and CVC requirements.</p> <p><b>.2 Lot Requirements for Single-Detached, Semi-Detached, Duplex, Triplex and Fourplex Dwellings</b></p> <table border="1" data-bbox="540 1728 1482 1923"> <thead> <tr> <th data-bbox="540 1728 837 1785">R-101 ZONE</th> <th data-bbox="837 1728 1040 1785">Single-Detached</th> <th data-bbox="1040 1728 1268 1785">Semi-Detached (Each Unit)</th> <th data-bbox="1268 1728 1482 1785">Duplex/Triplex/Fourplex</th> </tr> </thead> <tbody> <tr> <td colspan="4" data-bbox="540 1785 1482 1814"><i>Minimum Lot Frontage</i></td> </tr> <tr> <td data-bbox="540 1814 837 1871"><i>Minimum Lot Frontage on a lot not accessed by a lane</i></td> <td data-bbox="837 1814 1040 1871">10.0 m</td> <td data-bbox="1040 1814 1268 1871">7.5 m per unit</td> <td data-bbox="1268 1814 1482 1871">12.0</td> </tr> <tr> <td data-bbox="540 1871 837 1923"><i>Minimum Lot Frontage on a lot accessed by a lane</i></td> <td data-bbox="837 1871 1040 1923">8.0 m</td> <td data-bbox="1040 1871 1268 1923">7.0 m per unit</td> <td data-bbox="1268 1871 1482 1923">10.0</td> </tr> </tbody> </table>				R-101 ZONE	Single-Detached	Semi-Detached (Each Unit)	Duplex/Triplex/Fourplex	<i>Minimum Lot Frontage</i>				<i>Minimum Lot Frontage on a lot not accessed by a lane</i>	10.0 m	7.5 m per unit	12.0	<i>Minimum Lot Frontage on a lot accessed by a lane</i>	8.0 m	7.0 m per unit	10.0
R-101 ZONE	Single-Detached	Semi-Detached (Each Unit)	Duplex/Triplex/Fourplex																	
<i>Minimum Lot Frontage</i>																				
<i>Minimum Lot Frontage on a lot not accessed by a lane</i>	10.0 m	7.5 m per unit	12.0																	
<i>Minimum Lot Frontage on a lot accessed by a lane</i>	8.0 m	7.0 m per unit	10.0																	

<b>RESIDENTIAL ZONE By-law, Location, Roll#</b>	<b>SPECIAL PROVISIONS</b>			
	Minimum <i>Front Yard</i> (1)	4.0 m	4.0 m	4.0 m
	Minimum <i>Rear Yard</i>			
	Minimum <i>Rear Yard</i> on a lot not accessed by a lane	7.0 m	7.0 m	9.0 m
	Minimum <i>Rear Yard</i> on a lot accessed by a lane	0.6 m	0.6 m	0.6 m
	Minimum <i>Side Yard</i>			
	One Side	1.2 m	1.2 m	3.0 m
	Other Side	0.6 m (2)	0.0 m(2)	(2)
	Minimum <i>Exterior Side Yard</i>	3.0 m (1)	3.0 m (1)	3.0 m (1)
	Maximum <i>garage width</i> on a lot not accessed by a lane	50% of lot frontage	50% of lot frontage	50% of lot frontage
	Maximum <i>Building Height</i>	12.5 m	12.5 m	12.5 m
	Notes: (1) The wall of an attached <i>garage</i> that contains a motor vehicle door shall be set back a minimum of 6.0 m from the lot line that the driveway crosses to access the <i>garage</i> . If the driveway does not cross a sidewalk, the minimum setback is reduced to 4.5 m. (2) The minimum required interior side yard on one side is 3.5 m if a detached <i>garage</i> is located in the <i>rear yard</i> and accessed by a driveway that crosses the <i>front lot line</i> .			
<b>.3 Lot Requirements for Townhouse, Apartment, Nursing Home, Home for the Aged or Retirement Residential Facilities</b>				
<b>R-101 ZONE</b>	<b>Townhouse (Each Unit)</b>	<b>Back-to-Back Townhouse (3)</b>	<b>Apartment Nursing Home, Home for the Aged or Retirement Residential Facility</b>	
Minimum <i>Lot Frontage</i>				
Minimum <i>Lot Frontage</i> on a lot not accessed by a lane	6.0 m per unit on an <i>interior lot</i> and 7.0 m per end unit or <i>corner lot</i>	6.0 m per unit on an <i>interior lot</i> and 7.0 m per end unit on a <i>corner lot</i>	20.0	
Minimum <i>Lot Frontage</i> on a lot accessed by a lane	6.0 m	n/a	18.0	
Minimum <i>Front Yard</i>	3.0 m (1)	3.0 m (1)	3.0 m	
Minimum <i>Rear Yard</i>				
Minimum <i>Rear Yard</i> on a lot not accessed by a lane	7.0 m	0.0 m	10.0 m	
Minimum <i>Rear Yard</i> on a lot accessed by a lane	0.6 m	n/a	n/a	
Minimum <i>Side Yard</i>	0.0 m for an interior unit and 1.2. m for an end unit	0.0 m for an interior unit and 1.2. m for an end unit	3.0 m	
Minimum <i>Exterior Side Yard</i>	3.0 m (1)	3.0 m (1)	3.0 m	
Maximum <i>garage width</i> on a lot not accessed by a lane	50% of lot frontage	50% of lot frontage	n/a	
Maximum <i>Building Height</i>	14.5 m	14.5 m	18.5 m	
Maximum number of units in a <i>building</i>	8 units	12 units (6 per side)	n/a	

RESIDENTIAL ZONE By-law, Location, Roll#	SPECIAL PROVISIONS			
	Total minimum Outdoor Amenity Space (2) for <i>townhouses</i> with lane access or back-to-back <i>townhouses</i>	15 sq. m.	15 sq. m.	n/a
	Notes: (1) The wall of an attached <i>garage</i> that contains a motor vehicle door shall be set back a minimum of 6.0 m from the lot line that the driveway crosses to access the <i>garage</i> . If the driveway does not cross a sidewalk, the minimum setback is reduced to 4.5 m. (2) Outdoor Amenity Space is not required to be contiguous, but shall have a minimum depth of 1.8 m, and shall be located in areas other than the front or rear yard such as on a rooftop, above a <i>garage</i> and/or on a balcony. (3) Back-to-back <i>townhouses</i> , notwithstanding the definition of <i>townhouse</i> , are not required to provide access to a <i>rear yard</i> . Back-to-back <i>townhouse dwellings</i> shall share a common wall above grade with <i>townhouse dwellings</i> to the rear.			

COMMERCIAL ZONE By-law, Location, Roll#	SPECIAL PROVISIONS
<b>C2-108</b> <b>By-law #2020-53</b> <b>National Properties Inc. and Equity Venture Group Corp.</b> <b>Part of Lots 16 and 17, Concession 10 &amp; Part of Lot 16, Concession 11</b>	In addition to the permitted uses in the Highway Commercial (C2) Zone, on lands zoned C2-108, a retail or grocery store shall be permitted.

3. THAT Zoning By-law No. 07-67, as amended, is hereby amended to give effect to the foregoing, but Zoning By-law No. 07-67, as amended, shall in other respects remain in full force and effect save as may be otherwise amended or hereinafter dealt with.
  
4. THAT this By-law shall come into force pursuant to the Order of the Local Planning Appeal Tribunal issued on \_\_\_\_\_, 2020, in Tribunal Case No. PL171265, subject to the applicable provisions of the Planning Act, R.S.O. 1990, as amended.

\_\_\_\_\_

\_\_\_\_\_

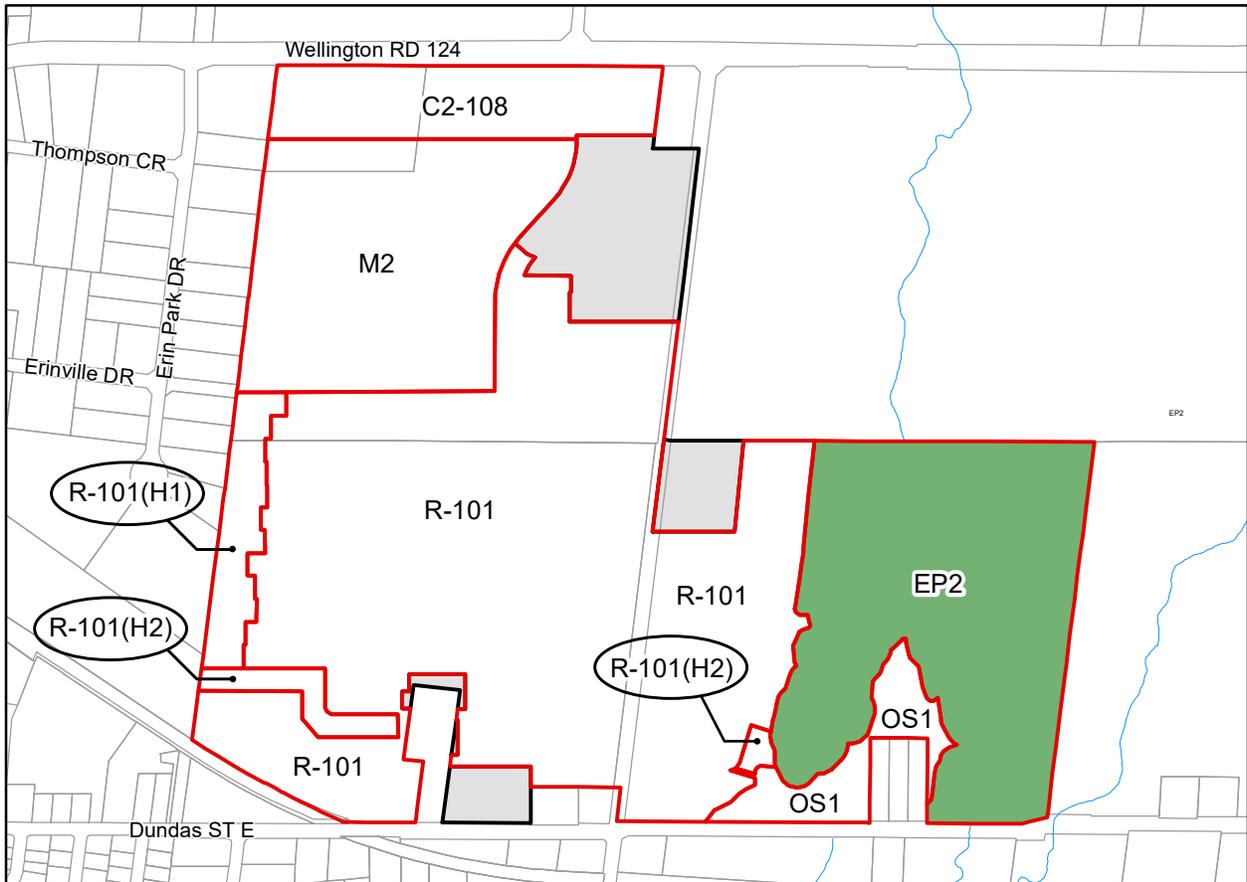
## **THE CORPORATION OF THE TOWN OF ERIN**

### **EXPLANATION OF BY-LAW #xx-xx**

By-law Number 2020-53 amends the Town of Erin Zoning By-law 07-67 by rezoning the lands legally described as Part of Lots 16 and 17, Concession 10 and Part of Lot 16, Concession 11, from the current "Future Development (FD) Zone" to "Residential (R-101)", "Residential (R-101) (H1)", "Residential (R-101) (H2)", "Highway Commercial (C2-108)", "General Industrial (M2)", "Rural Environmental Protection (EP2)", and "Open Space Recreation (OS1) Zone", to permit the implementation of a proposed mixed use Draft Plan of Subdivision. In addition, certain lands shall be identified as "Deferred Lands".

The purpose of the proposed zoning by-law amendment is to rezone the property to permit the development of various residential dwelling types, parks, an elementary school, and commercial and prestige/industrial lands on the above-noted lands.

**SCHEDULE 1  
TO ZONING BY-LAW No. 2020-53  
THE CORPORATION OF THE TOWN OF ERIN**



AREA AFFECTED BY THIS BY-LAW  
 DEFERRED LANDS



THIS SCHEDULE 1 TO BY-LAW No. 2020-53 PASSES ON THE \_\_\_ DAY OF \_\_\_\_\_, 2020

\_\_\_\_\_

**MAYOR**

\_\_\_\_\_

**CLERK**

# DRAFT PLAN OF SUBDIVISION PART OF LOTS 16 and 17, CONCESSION 10 and 11 FORMERLY VILLAGE OF ERIN (GEOGRAPHICAL TOWNSHIP OF ERIN) NOW IN THE TOWN OF ERIN COUNTY OF WELLINGTON SCALE 1:2000

DRAFT PLAN 23T-12001

# PL171265 - Attachment 3

**SURVEYOR'S CERTIFICATE**  
I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED AS SHOWN ON THIS PLAN, AND THEIR RELATIONSHIP TO THE ADJACENT LAND ARE ACCURATELY AND CORRECTLY SHOWN.

DATE SEP 27 2012  
C. P. EDWARD OLS

**OWNER'S CERTIFICATE**

I AUTHORIZE KLM PLANNING PARTNERS INC. TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION TO THE TOWN OF ERIN FOR APPROVAL.

**NATIONAL PROPERTIES INC.  
EQUITY VENTURE GROUP CORP.**

C/O  
LAK 427  
SOLMAR DEVELOPMENT CORP.  
222 ROMANA DRIVE  
CONCORD ONT.  
BENNY MAROTTA PRESIDENT

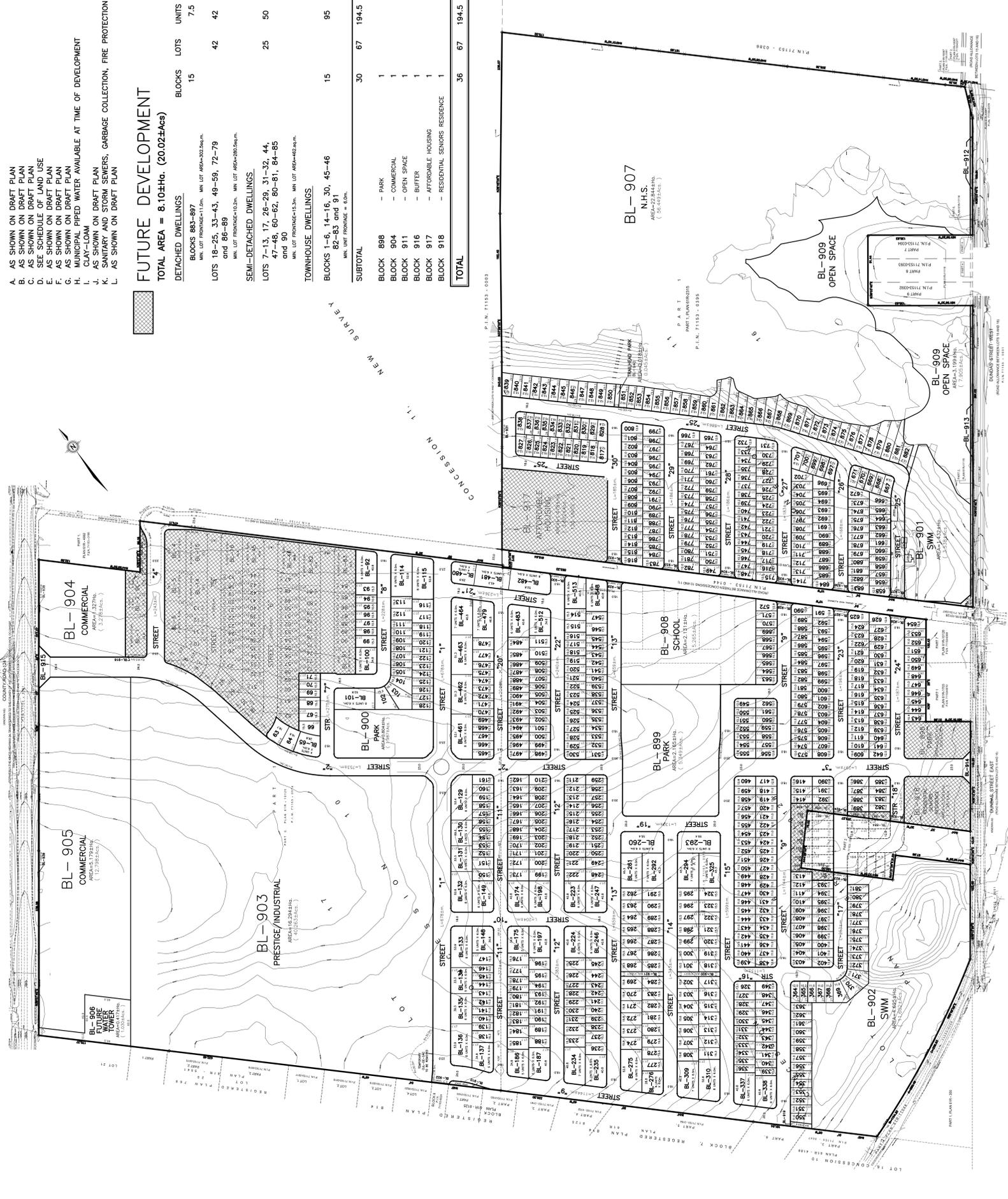
**SECTION 51, PLANNING ACT,  
ADDITIONAL INFORMATION**

- A. AS SHOWN ON DRAFT PLAN
- B. AS SHOWN ON DRAFT PLAN
- C. AS SHOWN ON DRAFT PLAN
- D. SEE SCHEDULE OF LAND USE
- E. AS SHOWN ON DRAFT PLAN
- F. AS SHOWN ON DRAFT PLAN
- G. AS SHOWN ON DRAFT PLAN
- H. MUNICIPAL PIPED WATER AVAILABLE AT TIME OF DEVELOPMENT
- I. CLAY-LOAM
- J. AS SHOWN ON DRAFT PLAN
- K. SANITARY AND STORM SEWERS, GARBAGE COLLECTION, FIRE PROTECTION
- L. AS SHOWN ON DRAFT PLAN

**FUTURE DEVELOPMENT**

**TOTAL AREA = 8.10±Ha. (20.02±Acs)**

DETACHED DWELLINGS	LOTS	UNITS
BLOCKS 883-897 MIN. LOT FRONTAGE=11.5m. MIN. LOT AREA=302.26sq.m. and 86-89	15	7.5
LOTS 18-25, 33-43, 49-59, 72-79	42	42
<b>SEMI-DETACHED DWELLINGS</b>		
LOTS 7-13, 17, 26-29, 31-32, 44, 47-48, 49-51, 60-62, 80-81, 84-85	25	50
<b>TOWNHOUSE DWELLINGS</b>		
BLOCKS 1-6, 14-16, 30, 45-46 82-83 and 91	15	95
<b>TOTAL</b>	<b>36</b>	<b>194.5</b>



**SCHEDULE OF LAND USE**

BLOCKS	LOTS	UNITS	±Ha.	±Acs.
DETACHED DWELLINGS	41	41	1.714	4.235
LOTS 839-850 and 854-882	346	346	10.973	27.115
LOTS 141-144, 159-164, 180-181, 190-194, 200-201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000				

**SEMI-DETACHED DWELLINGS**

LOTS 7-13, 17, 26-29, 31-32, 44, 47-48, 49-51, 60-62, 80-81, 84-85, 90, 93, 99, 102, 112-113, 116-117, 130, 147, 152-158, 165-171, 178-179, 182-183, 201-207, 214-220, 227, 231, 236, 242-243, 250-256, 331-336, 339, 364-365, 468-476, 486-493, 505-509, 516-518, 538-545, 549-522, 559-569, 573-576, 601-609, 637-643, 655-663, 670-671, 682-689, 697, 715-725, 739-758, 773-792, 807-816, 820-827, 831-835, and 851-853	151	262	5.768	14.253
<b>TOWNHOUSE DWELLINGS</b>				
BLOCKS 1-6, 14-16, 30, 45-46, 65, 82-83, 91-92, 100-101, 114-115, 129-137, 148-149, 174-175, 186-187, 197-198, 223-224, 234-235, 246-247, 260-261, 275-276, 292-294, 309-310, 325-337-338, 461-464, 479-483, 512-513 and 546	68	443	8.102	20.020

**TOTAL**

SEMI-DETACHED DWELLINGS	151	262	5.768	14.253
TOWNHOUSE DWELLINGS	68	443	8.102	20.020
<b>TOTAL</b>	<b>219</b>	<b>705</b>	<b>13.870</b>	<b>34.273</b>

**STREETS**

BL-907 N.H.S. (AREA=22.84±Ha.)	1	0.008	0.020	
BL-909 OPEN SPACE	1	1.478	3.652	
BL-909 OPEN SPACE	1	0.559	1.381	
BL-909 OPEN SPACE	3	0.083	0.206	
BL-909 OPEN SPACE	18	0.030	0.075	
BL-909 OPEN SPACE	1	0.018	0.045	
<b>TOTAL</b>	<b>126</b>	<b>814</b>	<b>13.955</b>	<b>34.927</b>

NOTE - ELEVATIONS RELATED TO CANADIAN GEODETIC DATUM NOTE - \* SUBJECT TO FINAL CALCULATION

**KLM**  
PLANNING PARTNERS INC. TEL: (905) 669-0097 design@klmplanning.com  
Planning • Design • Development

PROJECT No. P-1793  
SCALE 1:2000  
DEC 10, 2020  
DWG. No. - 20:5  
(1793-DESS5-FD2) X-REF: (1793MSS3 & 1793MTOPO)

December 10, 2020

**CONDITIONS OF APPROVAL FOR DRAFT PLAN OF SUBDIVISION 23T-12001**

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**No. Condition:**

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**General**

1. Approval shall relate to a draft plan of Subdivision prepared by KLM Planning Inc. with a Surveyor's Certificate from Rady-Pentek & Edward Surveying Ltd., drawing no. 20:5 dated December 10, 2020, subject to outstanding Town comments being addressed including, but not limited to the following conditions. The draft plan may be further redlined revised, if necessary, in order to meet the Town of Erin's ("Town") requirements including, but not limited to:
  - a. Changes identified through an internal functional traffic design study to outline road alignments and widenings that may be required to accommodate turning lanes and a roundabout;
  - b. Reserves;
  - c. Daylight triangles and corner roundings at all intersections shall be comprised of 9m minimum property line, sidewalk and curb line radius and all 90-degree bends must have a 17m minimum property line and curb line radius.
  - d. Temporary turning circles shall have a 22m property line and 19m curb line radius;
  - e. Block delineation and boundary adjustments;
  - f. Landscaping and buffering for BL-903; and,
  - g. Confirmation of location of road access for BL-903 and BL-905.
2. The following streets, lots and blocks shall not proceed to final approval and registration until such time as the Town is satisfied that the following have been fulfilled:
  - a. Blocks 900, 903, 130 and 461 relating to the provision of adequate spacing and design for the proposed roundabout/turning circle;
  - b. Blocks 136, 137, 186, 187, 234, 235, 275, 276, 309, 310, 337 and 338 relating to the potential impacts of noise, vibration and provision of minimum separation distances;
  - c. Lots 350 to 381 inclusive and Lots 877 to 882 inclusive relating to the provision of adequate sizing and design of the nearby stormwater management facilities;
  - d. Blocks 1, 2, 3, 4, 5 & 6 plus Lots 7, 8 & 9 relating to the adequate sizing and design of the intersection of Streets 2 and 4, including any required turning lanes; and,
  - e. The intersection of Streets 1, 4 to 9 inclusive, 13 and 22 to 30 inclusive with 10<sup>th</sup> Line relating to the adequate sizing and design of the intersections and any required turning lanes; and,
  - f. Lots 378 through 381 to accommodate a reconfiguration of the SWM Block to include a block for a Wastewater Pumping Station in the event it is not possible for development to drain via gravity sewer to Main Street as proposed in the FSR.
3. The Owner agrees that if it is determined through further review and studies that additional right-of-way width is required to accommodate additional lanes, then the required right-of-way width shall be provided without compensation.
4. THAT, if final approval is not given to all or part of this draft plan within five (5) years of the day that draft approval is granted by order of the Local Planning Appeal Tribunal, and if no extensions have been granted, draft approval shall lapse. If the Owner wishes to request an extension to draft approval, a written explanation, together with a resolution from the Town of Erin must be received by the County of Wellington ("County") prior to (**lapsing date to be inserted by LPAT**). Please note that an updated review of the draft plan, and revisions to the conditions of approval may be necessary if an extension is to be granted.
5. The Owner acknowledges and understands that prior to final approval of this draft plan of subdivision, an amendment to the Town's zoning by-laws to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.
6. The Owner agrees to obtain required approvals from the County, the Credit Valley Conservation Authority (CVC) and any other applicable public agencies to the satisfaction of the Town.

7. Prior to site alteration for, and the release for registration of any phase within this draft Plan of Subdivision, the Owner agrees to prepare and submit to the satisfaction of the Town and the County, all technical reports, studies, and drawings, including but not limited to, transportation studies, functional traffic designs, stormwater management reports, functional servicing reports, design briefs, detailed design drawings, noise studies, servicing and infrastructure phasing plan, etc., to support the draft Plan of Subdivision. The Owner agrees to revise the draft Plan(s) of Subdivision as necessary to address all outstanding comments and incorporate the design and recommendations of the accepted technical reports, studies, and drawings.
8. A final detailed fiscal impact assessment that provides an assessment of the fiscal impact of the development upon the finances of the Town and County, including a demonstration of how the methods, protocols and recommendations therein will be implemented, all to the satisfaction of the Town and County.
9. The detailed design submissions reference in condition 7 shall include/provide for, to the satisfaction of the County, Town and CVC:
  - a) a modified buffer between the small woodland and adjacent stormwater management area, once constructed, in order to protect areas adjacent to the small woodland by controlling maintenance activities within a specified distance;
  - b) a suitable buffer between lots 881/882 and the small woodland, where required; and
  - c) Buffer and Landscape Restoration Plans, which provides for natural vegetation plantings within buffer areas including the buffer area adjacent to lots 871-879.
10. The Owner agrees to design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to, sewers, watermains, light standards, utilities, stormwater management facilities, and roads to the satisfaction of, and at no cost to, the Town and, where applicable, the County.
11. The Owner agrees that prior to final approval, the Owner shall provide all applicable processing, administrative, consultant, and legal fees incurred by the Town and County related to the processing, administration and technical reviews pertaining 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 requirement and all required legal and consulting fees associated with the County sign-off of draft plan conditions.
12. The Owner agrees in the Subdivision Agreement or the Pre-Servicing Agreement, whichever comes first, to submit financial security for each phase of the draft Plan of Subdivision as required by the Town of Erin, prior to the construction of any municipal infrastructure required to service that phase of development.
13. The Owner agrees to enter into a construction agreement and/or an encroachment agreement and/or any other agreement deemed necessary to permit the construction of municipal services, roads, stormwater management facilities or any other services that are required external to the draft Plan of Subdivision and that are required to service the proposed subdivision to the satisfaction of the Town. The Owner agrees to obtain a road occupancy permit if required and/or permission or license to enter, if required, from the external land owners prior to commencing any external works to the satisfaction of the Town and the County. The Owner further agrees to pay all costs associated with the construction of any external works required for the development on lands owned by the Town and/or County, to the satisfaction of the Town and/or County. The costs associated with the external works may be eligible for Development Charges credit.
14. The Owner agrees 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 approval from the Chief Building Official.

## Stormwater Management

15. Prior to any site alteration and final approval, the Owner shall submit a Stormwater Management (SWM) report, to the satisfaction of the Town and CVC in accordance with applicable MECP, CVC and Town Standards, that:

- a) Provides sufficient detail to confirm that the Deer Pit SWM facility and the outlet sewer system along the Elora Cataract Trail is acceptable outlet;
- b) Provides sufficient detail confirming that the proposed infiltration cell within the SWM facility is large enough;
- c) Includes a maintenance access road around at least 75% of the perimeter of the Blocks 901 & 902;
- d) Includes an appropriately sized sediment drying areas for each SWM facility.

Until the Stormwater Management (SWM) report has been accepted by the Town, a Hold condition will be placed on the applicable zoning for Lots 352 to 381 and 877 to 882 inclusive.

16. Prior to any site alteration or final approval, the Owner shall prepare to the satisfaction of the Town, County and the CVC:

- a) An Erosion and Sediment Control Plan;
- b) Construction Impact Mitigation Plan
- c) A detailed Grading Plan; and
- d) Tree Preservation Plan.

17. 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 as set out in the subdivision agreement.

18. The Owner shall agree in the Subdivision Agreement to construct at its expense, and to the specifications outlined by the Town and the CVC, SWM ponds on Blocks 901 and 902, which the Owner shall convey to the Town without monetary consideration and free of all encumbrances.

19. The Owner shall agree in the Subdivision Agreement to maintain all SWM and erosion and sedimentation control structures in good repair and operating order throughout all phases of construction until final acceptance of services has been granted by the Town.

20. The Owner agrees that if major overland flows from the subdivision will traverse through external lands not owned by the Owner, the Owner will make the necessary arrangements with the adjacent property owner to construct the overland flow route(s) on the external lands to the downstream receiving stormwater management pond, and convey lands or easement required for the conveyance of overland flows to the satisfaction of the Town, the County if County-owned lands or other significant natural features, including but not limited to, significant woodlands, are affected.

## Water Servicing

21. Prior to any site alteration or final approval, the Owner shall agree in the Subdivision Agreement or other appropriate Agreement with the Town that the following water infrastructure shall be completed in accordance with the 2020 Water Environmental Assessment (EA) and Development Charges Background Study Water Components both completed by Triton Engineering, to the satisfaction of the Town:

- a) The design and construction of a new Municipal Well at #5657 Wellington CR23;
- b) The design and construction of a 2,140m<sup>3</sup> Water Tower on Block 906
- c) The design and construction of 1,500m of trunk main on CR23 from the new Municipal Well to Sideroad 17;
- d) The design and construction of 950m of trunk watermain from the intersection of Sideroad 17 & Wellington CR 23 to the future Water Tower on Block 906;

If determined applicable and at the sole discretion of the Town, such improvements shall be at the Owner's expense and may be subject to Development Charge credits.

22. Prior to any site alteration or final approval, the Town will be completing a Water Model for the Existing and Future Municipal Water System to confirm that adequate flows and pressures are available throughout the community. The Owner shall agree in the Subdivision Agreement to upgrade any external watermains in accordance with the Town's proposed Water Model to ensure that adequate flows (Max Day + Fire Flows) are available throughout the proposed development.

If determined applicable and at the sole discretion of the Town, such improvements shall be at the Owner's expense and may be subject to Development Charge credits.

23. Prior to final approval the Owner shall agree in the Subdivision Agreement to provide a minimum 6m wide easement for a watermain from Block 906 (Future Water Tower) to Street 1 or 2, if determined to be required, to the satisfaction of the Town.

### **Sanitary Servicing**

24. Prior to final approval, the Owner shall agree in the Subdivision Agreement not to request any Building Permits until the Town has confirmed in writing, that the following works are within nine (9) months of being constructed and fully commissioned:
- a. The Town's Wastewater Treatment Plant (WWTP) on Wellington Rd 52;
  - b. The Trunk Sanitary Sewer from Main Street (Wellington Rd 124) & Dundas Street to the main Erin Pumping Station in downtown Erin plus the forcemain to the WWTP (collectively know as Segment 1 & 2).

Further, the Owner shall agree in the Subdivision Agreement not to request any Occupancy permits until the Town has confirmed in writing, that the aforementioned works are fully commissioned.

25. Prior to any site alteration or final approval, the Owner shall agree in an applicable agreement that if it is determined that the Development cannot be serviced via gravity to the future trunk sanitary sewer that will be constructed by the Town along Main Street (Wellington Rd 124) to Dundas Street, to modify the Draft Plan and provide an appropriately sized Block, fronting on Dundas Street close to the Elora Cataract Trail, for the design and construction of a Sanitary Pumping Station to service the proposed development.

However, if the Owner wants to avoid the need for a Sewage Pumping Station within the development and the development serviced via gravity to the future trunk sanitary on Main Street (Wellington Rd 124) the Owner shall agree in the Subdivision Agreement to pay the additional costs to the Town, associated with having the trunk sewer along Main Street (Wellington Rd 124) to Dundas Street and the main pumping station, lowered to accommodate the gravity servicing. The Owner will also agree in the Subdivision Agreement that these additional costs, associated with the possible lowering of the trunk sewer, may not be eligible for Development Charge credits.

26. Prior to any site alteration or final approval, the Owner shall agree in an applicable agreement to the construction of sanitary forcemain or gravity sewer from the proposed development along Dundas Street to the intersection of Dundas Street and Main Street (Wellington Rd 124) including the full reconstruction of the road. The Owner will also agree in the Subdivision Agreement that the cost associated with the construction of the sanitary forcemain or gravity sewer shall be at the Owner's expense and may not be eligible for Development Charge credits.

### **Transportation and Roads**

27. The Owner agrees to provide names of all road allowances within the draft plan of subdivision, to the satisfaction of the Town and County.

28. The Owner agrees to design and construct all municipal roads in accordance with Town standards and specifications.
29. Prior to any site alteration or final approval, the Owner agrees to make red line revisions to the Draft Plan, to provide sufficient widenings for the 10<sup>th</sup> Line to be a continuous 23.0m Road Allowance from Dundas Street to Street 4.
30. Prior to any site alteration or final approval, the Owner agrees to increase the Road Allowance width of the following streets from 18.0m to a 20.0m, if required through the internal functional traffic design study to the satisfaction of the Town:
  - a) Street 19, from Street 13 to Street 15;
  - b) Street 15, from Street 19 to Street 9
  - c) Street 13, from Street 19 to Street 10<sup>th</sup> Line
31. Prior to any site alteration or final approval, the Owner shall agree that access to Block 903 will be limited to two entrances from the internal subdivision. Further the Owner shall agree that these will be on to Street 2, directly in line with Street 4 and the other will be on to Street 1 directly in line with Street 9.
32. Prior to any site alteration or final approval, the Owner shall agree in the Subdivision Agreement or other appropriate Agreement that the following roads, shall be upgraded to the satisfaction of the Town:
  - a) The reconstruction of Dundas Street East from Wellington Road 124 to Erinlea Crescent in conjunction with the sanitary servicing option, including replacement and/or upsizing of watermain, storm sewer, curbs, sidewalk and streetlights;
  - b) The urbanization of Dundas Street East from Erinlea Crescent to eastern limits of Block 907, including sanitary sewers, watermains, storm sewers, curbs, sidewalk and streetlights;
  - c) The reconstruction of Erinville Drive from Wellington Road 124 to Street 9, to an urban cross-section including replacement and/or upsizing of existing watermain, along with new storm sewers, curbs, sidewalk and streetlights.

If determined applicable and at the sole discretion of the Town, these improvements shall be at the Owner's expense and may not be eligible to Development Charge credits.

33. Prior to any site alteration or final approval, the Owner shall enter into an appropriate Agreement with the County that the following external roads, in accordance with the recommendations in the Traffic Impact Study and where determined to be required, shall be upgraded to the satisfaction of the Town and County:
  - a) Wellington Road 52/Wellington Road 124 (Main St.) & Wellington Road 124 – New Signal Controller and signal time optimization;
  - b) Wellington Road 124 & Winston Churchill Boulevard – Installation of a new signal and installation of an eastbound left turn lane. A minimum length of 80 m should be considered assuming provision of necessary storage lane length and associated taper length of 50m;
  - c) Wellington Road 124 (Main Street) & Erinville Drive – Installation of a new signal;
  - d) Wellington Road 124 and Street '2' – Installation of a new signal and installation of a northbound right and westbound left turn lane. A minimum length of 80 m should be considered for both the northbound right and westbound left turn lanes assuming provision of necessary storage lane length and associated taper of 50 m lengths;
  - e) Wellington Road 124 (Main Street) & Dundas Street – Signal time optimization and integration of additional westbound left turn signal phase (the report does not mention whether a new signal controller will be necessary; however, procurement and installation of a new controller might be a condition of approval of the draft plan);
  - f) Dundas Street East/ Side Road 15 & 10<sup>th</sup> Line – Installation of an 'All Way Stop' control at the junction and construction of a new southbound right turn lane A minimum length of 70 m should be considered assuming provision of necessary storage lane length and associated taper length of 50 m);
  - g) Wellington Road 124 (Main Street) & Shamrock Road – Lengthen eastbound left turn bay from existing 15m length to 30 m length; and
  - h) Wellington Road 124 & Wellington Road 52 – Lengthen the existing eastbound right and southbound right storage lengths to 60 m and 55 m, respectively.

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

34. Prior to any site alteration or final approval, the Owner shall agree to the placement of Hold provision for applicable zoning requirements on Lots 7, 8 & 9 and Blocks 1, 930, 904 & 905 until the Traffic Impact Study (TIS) confirms, to the satisfaction of the Town, that the 23.0 Road Allowance for Street 2 between Street 4 and Cty Rd 124 is sufficient and does not need to be increased to 26.0 m or 30.0 to accommodate additional lanes.
35. Prior to any site alteration or final approval, the Owner shall agree in the Subdivision Agreement or other appropriate Agreement to provide temporary turning circles where required at the Owners cost and remove them and restore the streets to their normal condition at the Owners cost when required by the Town, to the satisfaction of the Town. The Owner further agrees that that a Hold provision will be placed on the applicable zoning requirements for following lots until such time as Street 17 can be continuous from Street 9 to Street 3 and Street 18 extends from Street 3 to Street 17:
  - a) Lots 381, 382, 383, 388, 389, 391, 392 & 393
  - b) Blocks 883, 853 & 897

The Owner agrees that the design of the temporary turning circles, and any implications on surrounding land use, shall be addressed in the Subdivision Agreement to the satisfaction of the Town.

36. The Owner agrees that prior to final approval and registration of any phase of development, to update the Transportation Impact Assessment Study (TIS) to the satisfaction of the Town and County. The updated TIS(s) shall : (1) be based on a 2041 build-out of the Development lands, if the full build-out of that phase would extend beyond 2031; (2) include assessment of all potentially impacted intersections on the County Road System; and provide updated recommendations (if any) to the recommended improvements set out in condition 32 and 33 above. Further, the Owner agrees that the Agreement with the County referenced in condition 33 shall provide, that if any required additional infrastructure improvements are recommended by the County-approved updated TIS(s), at the sole discretion of the County, such improvements shall be at the Owner's expense and may be subject to Development Charge credits..
37. Accordingly, the Owner agrees prior to registration of any phase of the draft plan of subdivision to acquire and convey to the Town, and if applicable the County, free of all costs and encumbrances, any lands external to the Draft Plan of Subdivision as necessary to complete the road infrastructure requirements as recommended in the accepted updated Transportation Impact Assessment Study(s).

#### **Tree Inventory and Preservation Plans**

38. The Owner shall submit for approval a tree inventory and tree preservation plan to the satisfaction of the Town and County.
39. The Owner shall submit a site grading plan showing the trees to be preserved based on the approved Tree Preservation Plan prior to the issuance of a Top Soil Stripping Permit, Site Alteration Permit or Pre-Servicing Agreement to the satisfaction of the Town and County.
40. The Owner shall obtain written approval from the Town and County prior to the removal of any trees or destruction or injury to any part of a tree within the area of the draft plan.

#### **Community Design**

41. THAT prior to final approval, the Owner shall submit an Urban Design Guidelines Report to the satisfaction of the Town, which shall identify all the urban design objectives for the draft plan, to the satisfaction of the Town, including:

- a. Internal landscaping on boulevards as it relates to the road rights-of-ways and the location of underground services;
  - b. Co-ordination of the urban design/streetscape elements as they relate to all streets within the Plan including entrance features and medians;
  - c. Landscaping including fencing, gateway features and typical cross-sections required to determine appropriate locations for buffer landscaping;
  - d. The appropriate landscape treatment and configuration for the stormwater management facilities, low impact development techniques (LIDs) and landscaping & walkways within environmental buffers;
  - e. The location and paving treatment of community mailboxes;
  - f. Illustrate interfaces between residential block and open space and collector road systems; private-public interface, particularly with respect to the open space and natural heritage system, along with entrance features and integration with, or buffering for adjacent existing neighborhoods; and,
  - g. The location, route and design of the public trail/walkway system in the buffer blocks, and other areas of the draft plan, and any revisions to add additional walkway blocks as necessary.
42. The Owner shall implement and incorporate all requirements of the approved Town of Erin Urban Design Guidelines into all landscape plans, architectural control guidelines, engineering plans and any other required design documents.
43. The Owner shall retain a design consultant to prepare architectural control guidelines to be submitted to the Town for approval prior to execution of the Subdivision Agreement.
44. The Owner shall retain a design consultant acceptable to the Town to implement the Architectural Control Guidelines.
45. 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 floor plans, building elevations and site plans are designed in accordance with the approved architectural control guidelines.
46. 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.

#### **Parkland Dedication**

47. The Owner acknowledges and agrees that the parkland dedication within this draft plan of subdivision shall be a minimum of 3.39 ha and that this does not fully satisfy the parkland dedication requirements for the total approved draft plan of subdivision unit count.
48. THAT the Owner shall 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.
49. The Owner covenants and agrees to convey Park Blocks 898, 899, and 900 to the Town, free of all costs and encumbrances to the satisfaction of the Town, upon registration of the plan of subdivision.

#### **Landscape Works**

50. Prior to the release for registration of every phase within this Draft Plan of Subdivision, 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 guidelines and requirements;
- b) A specialized depth of topsoil (minimum 200mm) in the entire municipal boulevard to appropriately plant boulevard trees;
- c) For all corner lots provide privacy wood screen corner lot fencing as required;
- d) Noise attenuation fencing as required;
- e) For all lots backing or flanking onto an Open Space/Natural Heritage Block, Park Block, School Block or SWM Block, provide 1.5m high black vinyl chain-link fence on the property line installed prior to occupancy, as determined appropriate by the Town;
- f) Provide landscaping for all open space, stormwater and walkway blocks;
- g) A trail network;
- h) Restoration works identified in the Buffer and Landscape Restoration Plans; and,
- i) Any other landscaping as determined in the Urban Design Guidelines, Architectural Control Guidelines and the Tree Inventory and Compensation Schedule.

51. The Owner shall construct all landscape works referred to in condition 50 in accordance with the approved plans at no cost to the Town.

52. The Owner shall not permit their builders to charge home purchasers for the items listed in condition 50.

53. The Owner shall include in all agreements of purchase and sale the following clause:

“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 OR PRIVATE LOTS TO MEET CONDITION 50;
- FENCING AS REQUIRED BY THE TOWN;
- FENCING AT LANES (IF SPECIFICALLY REQUIRED BY THE TOWN);
- NOISE ATTENUATION FENCING AS IDENTIFIED IN THE NOISE IMPACT STUDY;
- FENCING OF PARKS, WALKWAYS AND STORMWATER MANAGEMENT POND BLOCKS;
- BUFFER PLANTING FOR OPEN SPACE, WALKWAY AND STORMWATER MANAGEMENT POND 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.”

#### **Parkland Servicing**

54. The Owner shall covenant and agree to rough grade, topsoil, seed and maintain, free of stock piles and debris, all, park blocks within the subdivision to the satisfaction of the Town. The park blocks shall be maintained until such time as the parks have been constructed and formally assumed by the Town.

55. The Owner shall submit grading, servicing and survey plans by a qualified person for all park blocks, to the satisfaction of the Town.

56. The Owner shall provide a current geotechnical report by a qualified person all park blocks, to the satisfaction of the Town.

#### **Financial**

57. Prior to execution of the Subdivision Agreement, the Owner shall provide a letter of credit, in an amount to be determined by the Town, for any works and infrastructure, applicable tree preservation and ecological restoration works outlined or required for this draft plan of

subdivision to the satisfaction of the Town and the County, to ensure compliance with all applicable Town and County requirements .

### **Municipal Services**

58. Prior to final approval, the Owner shall agree to prepare detailed Engineering Design drawings and specifications, to the satisfaction of the Town, as may be required for the servicing of the subject lands in accordance with the most recent Town Engineering Standards and the recommendations of the Functional Servicing Report, Stormwater Management Report, Traffic Impact Study and Hydrogeology Report.
59. Prior to any site alteration the Owner shall agree in the Subdivision Agreement to construct the municipal services associated with the Plan in accordance with the detailed Engineering Drawings and the latest Town Engineering Standards to the satisfaction of the Town.
60. Prior to final approval, the Owner shall agree in the Subdivision Agreement not to apply for any building permits until the Town is satisfied that adequate subdivision services, including roads with base asphalt, watermains and appurtenances, sanitary sewers, and storm sewers have been constructed within the development

### **Lands to be Conveyed to the Town/ County - Easements**

61. The Owner agrees to grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of the Plan of Subdivision.
62. 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.
63. 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.
64. The Owner agrees to convey a 0.3 metre reserve to the County of Wellington, free of all cost and encumbrances, upon registration of the Plan of Subdivision, along the south side of County Road 124 on Blocks 905 and 904.
65. The Owner agrees to convey 0.3 metre reserves in the following locations to the Town, free of all costs and encumbrances, upon registration of the Plan of Subdivision.
  - a) Along the north side of Street 1 between Block 903;
  - b) Along the west side of Street 2 between the street and the perimeter of Block 903 & 905;
  - c) Along the west side of Street 9 between the street and the existing development to the west.
  - d) Blocks 922 to 937 inclusive.
66. The Owner agrees to convey Block 901 and Block 902 to the Town, for stormwater management purposes, free of all costs and encumbrances, to the satisfaction of the Town upon registration of the Plan of Subdivision.

### **Utilities**

67. The Owner agrees that hydro-electric, telephone, gas and television cable services, and any other form of telecommunication services shall be constructed at no cost to the Town as underground facilities within the public road allowances or within other appropriate easements, as approved on the Composite Utility Plan, to the satisfaction of the Town and authorized agencies.
68. The Owner agrees to enter into any agreement or agreements required by any applicable utility companies, including Hydro One, Enbridge, telecommunications companies, etc.

## Canada Post

69. The Owner agrees to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the Town in consultation with Canada Post, and that where such facilities are to be located within public rights-of-way they shall be approved on the Composite Utility Plan.
70. The Owner agrees to include on all offers of purchase and sale a statement that advises prospective purchasers that mail delivery will be from a designated Community Mailbox. The Owners will further be responsible for notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sale.
71. The Owner covenants and agrees to provide suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to new residents as soon as homes are occupied.
72. The Owner acknowledges and agrees that standard community mailbox installations are to be done by Canada Post at locations approved by the Town. The Owner agrees that should it propose an enhanced community mailbox installation, any costs over and above the standard installation must be borne by the Owner, and be subject to approval by the Town in consultation with Canada Post.
73. The Owner shall covenant and agree in the Subdivision Agreement to be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any unit sale.
74. The Owner shall covenant and agree in the Subdivision Agreement to provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
  - a. An appropriately sized sidewalk section (concrete pad) to place the Community Mailboxes on;
  - b. Any required walkway across the boulevard; and,
  - c. Any required curb depressions for wheelchair access.
75. The Owner/developer further agrees to provide Canada Post at least 60 days' notice prior to the confirmed first occupancy date to allow for the community mailboxes to be ordered and installed at the prepared temporary location.
76. The Owner covenants and agrees that it will permit any telephone or telecommunication service provider to locate its plant in a common trench within the proposed subdivision prior to registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the Town. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.

## Environmental Clearance

77. The Owner agrees 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. 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.
78. Prior to the earlier of the execution of a pre-servicing agreement or Subdivision Agreement, the Owner agrees 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.

79. Prior to the earlier of the execution of a pre-servicing agreement or Subdivision Agreement of a phase within the draft Plan of Subdivision, the Owner agrees to submit environmental clearance(s) and Reliance Letter(s) from a Qualified Person to the Town, and if applicable the County, for all lands or interests in lands to be conveyed to the Town, and if applicable the County, to the satisfaction of the Town, and if applicable the County,. 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.
80. The Owner agrees that if, during construction of a phase within the draft Plan of Subdivision, contaminated soils or materials or groundwater are discovered, the Owner shall inform the Town 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.
81. The Owner agrees to assume full responsibility for the environmental condition of the lands comprising the draft Plan of Subdivision. 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.

### **Heritage**

82. Prior to final approval of the draft plan of subdivision or any phase thereof, the Owners shall carry out any required archaeological assessment(s) for the lands within the draft plan to ensure the assessment and identification of archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the Town and the Ministry of Culture. 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 letter from the Ministry of Culture to the Town indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.
83. The Owner shall covenant and agree in the Subdivision Agreement to implement any measures recommended by the archaeological assessment, to the satisfaction of the Town and the Ministry of Culture.

### **Well Monitoring Program and Mitigation Plan**

84. Prior to any site alteration or final approval, , whichever is earlier, the Owner agrees to complete a hydrogeological assessment report to ensure there is no impacts to the shallow and/or deep groundwater and to any of the existing active wells found within the Zone of Influence (ZOI) as determined by the Owner's consultant. The Owner further agrees to implement any mitigation measures recommended in the hydrogeological assessment report to the satisfaction of the Town.

### **Streetlight Types**

85. The Owner agrees to contact the Town prior to commencing the design for streetlighting to confirm the type(s) of poles and luminaires to be provided for different streets and/or lanes.

## Other Town Requirements

86. 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.

All display plans shall be reviewed and approved at the sales office by Town staff, prior to the opening of the sales office.

87. 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.

88. The Owner shall acknowledge and agree in the Subdivision Agreement that building permits will not be issued for lands in any stage of development within the draft plan of subdivision until the Director of Building Standards has been advised by the Fire Chief that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment is available. The Owner shall further covenant and agree that fire protection sprinklers (if required) are installed to the satisfaction of the Fire Chief or his designate.

89. The Owner shall acknowledge and agree that the adequacy and reliability of water supplies for firefighting purposes are subject to review and approval by the Fire Chief or his designate.

90. The Owner shall covenant and agree in the Subdivision Agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:
- 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 may not allow two cars to park side by side; and,
  - c. Overnight street parking is not permitted by the Town.

91. The Owner covenants and agrees that it will be responsible for distribution of the recycling containers, green bins and kitchen collectors and homeowner's informational material, which includes information on the timing of commencement of collection services by the County within the Subdivision, for each residential unit within the Subdivision. The Owner further covenants and agrees to contact the County at least four (4) weeks prior to first-unit occupancy for each phase of the development to arrange an appointment time to coordinate the timing, schedule and logistics for the distribution of recycling containers, green bins, kitchen collectors and homeowner's informational material that are to be collected by the Owner from the County and distributed to all units registered within that phase.

92. The Owner covenants and agrees that during the construction phase of the development, unobstructed roadway access to a width no less than 6 metres will be provided for the safe passage of municipal waste and recycling collection vehicles on the designated collection day. Furthermore, if required, the Owner shall provide sufficient space for safe turning for these vehicles which meets any applicable Town and County engineering design standards. The Owner agrees that at times when the above described access cannot be provided, the Owner shall be responsible for removing all residential waste, recyclables and organics from the

occupied units to an agreed-upon centralized location, satisfactory to the County, at the Owner's expense, for collection by the County.

93. The Owner covenants and agrees to convey all Open Space and Natural Heritage blocks to the Town in a physical condition to the satisfaction of the Town.
94. The Owner covenants and agrees to implement the recommendations of the Environmental Impact Study prepared by Palmer Environmental.
95. That prior to final approval of the draft plan, the Owner agrees to prepare Buffer and Landscape Restoration Plans for the Natural Heritage and Open Space lands and a Landscape Restoration Plan for the SWM pond lands. These Plans shall include detailed landscape plans prepared to the satisfaction of the Town and County shall address:
  - a. Recommendations of the Environmental Impact Study prepared by Palmer Environmental;
  - b. All Town and County comments;
  - c. Fencing where the Natural Heritage, Open Space and SWM pond system abuts residential lands;
  - d. Design, alignment and construction of trails; and,
  - e. Removal of garbage within all the blocks.
96. The Owner covenants and agrees to provide a Letter of Credit in the Subdivision Agreement to secure the ecological restoration and trail construction works identified in the Buffer and Landscape Restoration Plans.
97. The Owner covenants and agrees to include warning clauses in all agreements of purchase and sale for any lot abutting a Natural Heritage, SWM Pond or Open Space block providing notice that:
  - a. Lands adjacent to this property have been conveyed to the Town of Erin for environmental protection and/or stormwater management purposes. These lands will be left in an untouched, naturalized state. Purchasers are advised that building encroachments, dumping of yard waste, and removal of grass and vegetation are not permitted on Town-owned lands. No fence gates shall be permitted between private property and environmentally sensitive areas. Purchasers are further advised that trails are planned to be constructed within the valley system which may result in pedestrian traffic and noise.
98. A final detailed report prepared by a Professional Engineer to the satisfaction of the Chief Building Official certifying the quality/suitability of all fill material placed within the subdivision on the property. This report shall include a description of the placement location and quality/suitability of the fill material to be placed on the property.
99. A final detailed report prepared by a Professional Engineer to the satisfaction of the Chief Building Official 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.

#### **Zoning/Official Plan**

100. THAT prior to final approval by the County of Wellington, the County is to be advised by the Town that a Zoning By-law for the development of the subject property shall have been passed under section 34 of the Planning Act, as amended, and be in full force and effect prior to the registration of the plan, and which shall include the appropriate Holding Provisions on the applicable zoning provisions satisfactory to the Town and the County with respect to the provision of municipal water, sanitary sewer, stormwater management facilities, roads/streets, contingency fire protection measures, subdivision and site plan agreement requirements, noise attenuation measures, access, and other matters as necessary.
101. THAT prior to final approval by the County of Wellington, the County shall be advised by the Town of Erin that appropriate local official plan policies are in effect for this proposed subdivision.

102. THAT prior to final approval by the County of Wellington, the proposed final plan of subdivision be given review and acceptance by the Town of Erin.

### **Phasing Plan**

103. Prior to any site alteration or final approval of the plan or any phase thereof, the Owner shall agree in the Subdivision Agreement to submit detailed plans showing the proposed Phasing of the plan of subdivision, and a schedule certified by an Ontario Land Surveyor indicating the areas and frontages of the Lots and Blocks to the satisfaction of the Town and County.

104. Prior to any site alteration or final approval, the Owner shall submit the following plans or reports for review and approval, to the satisfaction of the Town and County:

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:

a) 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;

b) available water and sanitary servicing capacity;

c) the timing of the construction of associated servicing works, stormwater management facilities (temporary and permanent), roads improvements, internal and external to the draft plan;

d) 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 and County.

105. Prior to final approval, 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
- d) Urban Design and Architectural Control Guidelines

106. The Owner shall provide all necessary servicing easements related to each phase to service the property prior to final approval of the plan or any phase thereof to the satisfaction of the Town and, if applicable, the County.

### **Credit Valley Conservation Authority (CVC)**

107. That a revised final Environmental Impact Study ("Final Approved EIS") be prepared and submitted which addresses outstanding items including but not limited to buffers, phasing, trails, monitoring and off-site impacts from any required County road improvements and associated drainage and infrastructure and outstanding comments by the County, Town and CVC, to the satisfaction of the County, Town and the CVC. If necessary, the plan shall be redline revised to implement the findings of the Final Approved EIS.

108. The Town of Erin Official Plan and Zoning Bylaw shall contain provisions which will place all lands within Blocks 907 and 909 in an appropriate designation and zoning category such that the natural heritage system and open space is protected in perpetuity.
109. That the Natural Heritage System and Open Space on the property (Blocks 907 and 909) be placed into public ownership, as appropriate.
110. Prior to the registration of any phase of this plan and any site grading and servicing in the respective phases, that the following information be prepared to the satisfaction of the Town of Erin and the CVC:
  - a. Detailed engineering and grading plans for the respective phase and/or overall draft plan of subdivision; including fulfilling all requirements for the issuance of a permit pursuant to Ontario Regulation 160/06 for any proposed grading within the regulated area;
  - b. Appropriate sediment and erosion control measures be implemented as approved by the Town and the CVC.
  - c. A feature based water balance and monitoring plan including adaptive management measures, be prepared and implemented in accordance with the recommendations of the Final Approved EIS and FSR.
  - d. Buffer and Landscape Restoration Plans adjacent to the NHS block 907 and Open Space block 909 to the satisfaction of the CVC, which plans shall also be to the satisfaction of the County.
111. Prior to the registration of any phase of the plan the following information will be prepared to the satisfaction of the CVC and the Town:
  - a. Plans/ reports demonstrating the details of the proposed trails within or adjacent to the NHS, including fulfilling all the requirements for the issuance of a permit pursuant to Ontario Regulation 160/06;
  - b. That the Servicing Agreement between the Owner and the Municipality contain provisions, wherein the Owner agrees to:
    - a) Carry out works noted in Conditions 84-88 above.
    - b) That a Warning Clause be included in the Agreements of Purchase and Sale advising the future landowners of Lots 839-882 abutting the NHS that the adjacent public land will remain as a low maintenance environment.
    - c) That a Homeowner's Factsheet describing the benefits of some landscape naturalization for lots backing onto the NHS, as an educational tool to promote enhancement, be completed and included as part of the Purchase and Sale Agreement prior to closing.
  - c) An application for Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Permit pursuant to Ontario Regulation 160/06 for any storm sewer outfalls or other alterations within the CVC's regulated area.
  - d) A final detailed baseline hydrogeology and impact assessment report that provides an assessment of groundwater level monitoring data from on site monitoring wells which shall include data collected over four full consecutive seasons. The report shall, be based on the observed seasonal fluctuation in groundwater levels, provide a predicted "seasonal high" groundwater elevation across the site as well as a recommended seasonal high groundwater elevation on a lot by lot basis. The recommended high groundwater elevation for each lot is intended to ensure adequate vertical separation from the underside of the proposed basement floor elevation to the seasonal high groundwater elevation at a given lot. Proposed lot grading plans for the development shall provide a minimum 0.3 m separation on all lots. A feature based water balance may also be required, in consultation with the CVC depending on the results obtained through further monitoring.
  - e) A Master Trail Plan for the entire draft plan, as well as other lands where applicable, detailing the location route and design of the trail(s) through the draft plan including but not necessarily limited to the natural heritage and open space blocks BL-907 and BL-909 and providing linkages to the Elora Cataract Trail.

## Subdivision Agreement

112. THAT the Owner enter into a written subdivision agreement with the Town and that shall 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 of Erin, 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.
  - b. The subdivision agreement between the Owner and the Town 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.
113. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree to address service financing in order to ensure the construction and financing of all external services which are necessary to provide appropriate levels of service to this plan of subdivision in accordance with the Front-ending Agreement and Early Payment and Allocation Agreement, dated October 31, 2020, and that parkland dedication, processing, and administration fees be paid in accordance with the provisions of the subdivision agreement with the Town of Erin, and in accordance with the County of Wellington and applicable school board policies and by-laws in effect at the time payment is due.
114. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree that all vacant lands shall be kept clear of weeds and noxious plants and shall be maintained by the Owner in accordance with standards determined by the Town.
115. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree 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 further agrees in the Subdivision Agreement to topsoil and seed any rough graded area not proceeding to construction in a timely manner.
116. The subdivision agreement between the Owner and the Town of Erin shall contain provisions where the Owner shall agree to provide for all necessary installations and connections to any municipal storm drainage, wastewater, and water services required to service the proposed development.
117. The subdivision agreement between the Owner and the Town of Erin shall contain provisions where the Owner shall agree to provide fencing where required to the satisfaction to the Town including, but not limited to, interfaces between the industrial lots and residential and parkland lots.
118. The subdivision agreement between the Owner and the Town of Erin shall contain provisions where the Owner shall determine the location and design of the construction access to the satisfaction of the Town and County.
119. The subdivision agreement between the Owner and the Town of Erin shall contain provisions where the Owner shall agree 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 Standards and specifications. This Plan shall be provided with decorative streetlighting to the satisfaction of the Town.
120. The subdivision agreement between the Owner and the Town of Erin shall contain provisions where the Owner shall agree to provide for the conveyance of any lands and/or easements, free of all costs and encumbrances, to the Town to convey 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.

121. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree that the necessary drainage outlet, if any, be established and approved by the Town.
122. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree to obtain any necessary permits from the Town of Erin and CVC prior to any site alteration.
123. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree that unused wells on the property shall be decommissioned according to the requirements of Ontario Regulation 903.
124. The subdivision agreement between the Owner and the Town shall contain provisions whereby the Owner agrees to construct or arrange for the construction of the trail/walkway system identified through the Master Trail Plan at its sole cost and provide a security deposit to the Town, to the satisfaction of the Town with respect to same.
125. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree address 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.
126. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree to implement the recommendations and requirements of the Urban Design Guidelines.
127. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree to erect a subdivision sign on the property containing the following information:
  - a. Identifying all proposed uses within the draft approved plan of subdivision;
  - b. Identifying off street parking restrictions to be imposed by the Town upon final acceptance of the subdivision;
  - c. Illustrating the location of proposed sidewalks, public walkways, trails, fences and community mailbox locations; and,
  - d. To pay the cost of supplying and erecting street name and traffic control signs in the subdivision, to the satisfaction of the Town.
128. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree 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.
129. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree providing that the Owner shall save harmless the Town and the County from any claim or action as a result of water or sanitary servicing not being available when anticipated.
130. THAT final approval for registration may be issued in phases as follows:
  - a. Phasing is proposed in an orderly progression and in accordance with the approved phasing to the satisfaction of the Town's Director of Infrastructure and the County;
  - b. All applicable agencies are to agree to registration in phases and provide clearances as required;
  - c. Clearances for all applicable conditions will be required for each phase as proposed by the Owner; and,

d. The clearances may relate to lands not located within the phase sought for registration

For greater certainty, final approval and registration of all phases of development including all units depicted in the draft plan may be limited at the Town's discretion on the basis of whether adequate water and sanitary capacity is available and allocated to the Owner for those phases of development or those units.

131. THAT prior to final approval, the Town shall be satisfied 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 overcontributions in accordance with the Front-ending Agreement and the Early Payment and Allocation Agreement, dated October 31, 2020, made been made.
132. THAT the owner shall prepare and implement a construction traffic access and control plan for all phases of servicing and building construction to the satisfaction of the Town and County. All restoration or maintenance required to surrounding streets as a result of such traffic shall be at the developer's cost.
133. THAT the owner shall dedicate road allowances as public highways without monetary consideration and free of all encumbrances. Road widenings, daylight triangles, walkway blocks, environmental and buffer blocks, and 0.3 m reserves included within this draft plan of subdivision shall be dedicated to the Town or the County without monetary consideration and free of all encumbrances.

#### **Upper Grand District School Board**

134. 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 908, in Phase 1 of the proposed Draft Plan of Subdivision.
135. 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 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.
136. THAT prior to the final approval of the first phase of the subdivision, the Developer shall confirm that the School Block 908 is graded with a maximum cross fall of 2% across 90% of the school site.
137. 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 School Block 908.
138. 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 908.
139. 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 908 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.
140. 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 filing, 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 908.
- f) To provide the foregoing at no cost to the Board.

141. 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 908 for school construction purposes, relating to soil bearing capacity and composition, surface drainage, topography and environmental contaminants, including a Phase 1 Environmental Report.
142. THAT Education Development Charges shall be collected with the issuance of a building permit(s).
143. THAT the developer shall agree to provide the Upper Grand District School Board with a digital file of the plan of subdivision in either ArcGIS (shapefile or geodatabase) format or DXF format using a projected geographic coordinate system, containing the following information: parcel fabric and street network.
144. 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.
145. 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 neighbourhood.
146. That the developer agrees 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, until such 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 anticipated students 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."*
147. 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."*
148. That prior to final approval of the first phase or stage of the subdivision, the Developer shall have entered into an option agreement (the "School Site Option Agreement") with the Upper Grand District School Board for the purchase and sale of a public elementary school site in the first phase of subdivision development (Phase 1) to ensure we can access the site when it is needed.
149. 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 908 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.”*

150. THAT consistent with the County's current provisions for processing and approving plans of subdivision the Owner submit a written agreement to the County whereby the Owner shall agree to provide to the County a digital copy of this final plan to be registered in the latest version of Autocad “.dwg” file format being used by the County.
151. THAT the Owner's surveyor provides to the County a copy of the deposited Reference Plan submitted to the Land Registry/Titles Office for Wellington (No. 61) for “Application for Absolute Title the Land Titles Act, R.S.O. 1990, c.L.5”.
152. 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 to the Director of Planning and Development for the County prior to the lapsing date.
153. THAT prior to Final Approval by the County, the County's Director of Planning and Development be advised in writing by the Town how conditions 1 through 152, as applicable, have been satisfied.
154. THAT the County of Wellington be advised in writing by the Upper Grand District School Board how conditions 134 through 149 has been satisfied.
155. THAT the County of Wellington be advised in writing by the CVC how conditions 6, 9, 15, 16, 18 and 107 through 111 have been satisfied and that the comments of the CVC November 26, 2020 have been addressed to its satisfaction.
156. THAT the County be advised in writing by the Canada Post how Conditions 69 to 75 has been satisfied.
157. THAT the Ministry of Culture shall advise that Conditions 82 to 83 have been satisfied;
158. That the County be advised in writing by Hydro One that Conditions 67 and 68 has been satisfied;
159. THAT the Owner remit to the County the applicable final approval fee when the final plan is being presented to the County for the County's consideration for final plan approval.

NOTE: The County has the responsibility to ensure the implementation of the draft plan conditions, shall have authority to grant extensions of draft plan approval and has authority to grant final approval upon clearance of the conditions.