

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



**ISSUE DATE:** November 12, 2020

**CASE NO(S):** PL171016

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 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: Valery Homes Paris Limited  
Subject: Application to amend Zoning By-law No. 110-01  
- Refusal or neglect of the County of Brant to make a decision

Existing Zoning: Agricultural Restrictive (AR)  
Proposed Zoning: Site Specific (To be determined)  
Purpose: To permit the development of 230 single detached dwellings and 64 street townhomes

Property Address/Description: 848 Watt's Pond Road  
Municipality: County of Brant  
Municipality File No.: ZBA13/15/MD  
LPAT Case No.: PL171016  
LPAT File No.: PL171016  
LPAT Case Name: Valery Homes Paris Limited v. Brant (County)

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

Applicant and Appellant: Valery Homes Paris Limited  
Subject: Proposed Plan of Subdivision - Failure of the County of Brant to make a decision

Purpose: To permit the development of 230 single detached dwellings and 64 street townhomes

Property Address/Description: 848 Watt's Pond Road  
Municipality: County of Brant  
Municipality File No.: PS1/15/MD  
LPAT Case No.: PL171016  
LPAT File No.: PL171017

**Heard:** November 4, 2020 video hearing

**APPEARANCES:**

<u>Parties</u>	<u>Counsel*/Representative</u>
Valery Homes Paris Limited	Russell Cheeseman
County of Brant	Peter Tice
Brookfield Homes (Ontario) Limited	Alex Lusty

**MEMORANDUM OF ORAL DECISION DELIVERED BY BRYAN W. TUCKEY  
NOVEMBER 4, 2020 AND ORDER OF THE TRIBUNAL**

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[1] A settlement hearing in the matter of appeals to the Local Planning Appeal Tribunal (“Tribunal”) by Valery Homes Paris Ltd. (“Applicant/Appellant”) against the County of Brant (“County”) for failure to make a decision. There are two appeals, the first is a Zoning By-law Amendment (“ZBA”) pursuant to s. 34(11) *Planning Act* and second, a draft Plan of Subdivision (“PofS”) pursuant to s. 51 (34) of the *Planning Act* (File No. PL171017). The subject lands are known municipally as 848 Watt’s Pond Road, County of Brant.

[2] The County and the Applicant/Appellant settled on a proposed ZBA, draft PofS and conditions of draft plan approval. The ZBA (appended as Attachment 1) zones 229 single detached dwellings and three blocks of land for street townhouse development. There are also included in the ZBA five large portions of the subject property zoned as Open Space identifying and protecting important natural heritage features and provides required parkland. The ZBA is implemented in its entirety by the draft PofS (appended as Attachment 2) and draft plan conditions of approval (appended as Attachment 3).

[3] The Tribunal is provided with a copy of the Minutes of Settlement (“MoS”) signed by the Applicant/Appellant, the County, Valrose Paris Limited and Brookfield Homes (Ontario) Limited.

[4] Valrose Paris Limited is a signatory to the MoS but not a party to this proceeding. They attended the settlement hearing and are represented by Russell Cheeseman.

[5] As set out in the MoS, the four parties have agreed “to settle the Appeals in respect to LPAT Case No. PL171016 by asking the LPAT to allow the approval in part” The MoS goes on to request approval of a ZBA, draft PofS, and conditions of draft PofS all attached to this decision.

[6] The parties called one land use planning witness in support of the settlement. Matthew Johnston is qualified as an expert in land use planning and gave evidence evaluation to the proposal against relevant public policy. His affidavit is Exhibit 1 to this proceeding.

[7] Mr. Johnston described the extensive planning process that the Applicant/Appellant was a participant in. The County initiated the North West Paris Area Study (“NWPAS”) of which the Applicant/Appellant and other parties are land owners within. The study culminated in the North West Paris Preferred Land Use Concept which now is approved as a Schedule to the County of Brant Official Plan (“BOP”).

[8] The NWPAS concept is comprehensive in nature and provides the clear framework for development applications within the study area. The framework includes: a complete road pattern (including the extension of Woodslee Avenue); a variety of land use designations; residential land use densities; natural heritage and open space; and required Storm Water Management facilities.

## **LAND USE POLICY**

[9] The planner described the relevant policies of the 2020 Provincial Policy Statement (“PPS”) being:

1. The encouragement of increasing housing and jobs by increasing the mix,

supply and density of housing;

2. Managing and directing land use to achieve efficient and resilient development and land use patterns;
3. The subject lands are within the County's Urban Boundary;
4. The subject lands are within a coordinated, integrated and comprehensive approach to land use planning matters;
5. Is of a compact built form;
6. A Functional Servicing Report ensures the infrastructure and public service facilities are adequate to accommodate the proposed subdivision;
7. The proposed subdivision makes special effort to manage the natural, cultural heritage and architectural resources of the subject lands; and
8. The protection of public health and safety as the subdivision is not adjacent to hazardous land or sites.

[10] The ZBA and draft PofS is consistent with the PPS 2020.

[11] The planner gave evidence with respect to the A Place to Grow: Growth Plan for the Greater Golden Horseshoe 2019 ("Growth Plan"). Relevant policy considerations are:

1. The proposal helps reach the population projections for the County's 59,000 residents and 26,000 jobs to 2051.
2. The County's comprehensive review ensures regard for provincial interests and a coordinated approach of planning activities;

3. Provides for a complete community promoting a compact built form that is integrated in the community and with adjacent land uses;
4. Is entirely within the “Built-Up” area as defined by the County;
5. Helps ensure economic development and competitiveness of the Greater Golden Horseshoe;
- 6: Provides a diverse range and mix of housing options, forms and densities; and
7. Ensures there is the necessary infrastructure to accommodate growth while protecting water, natural heritage, agricultural, systems, cultural heritage resources and key hydrological features.

[12] The ZBL and draft PofS conforms to the Growth Plan.

[13] In 2013 the County began a comprehensive and rigorous process to plan for and establish a policy framework for North West Paris. The result of that process is the NWPAS which further defined and implemented the BOP as the intent and all objectives found in the BOP are found in the secondary plan. Most of the subject lands are designated as Urban Residential and portions are Rural Residential, Natural Area and Wellhead Protection Area designations of the BOP.

[14] The ZBA implements the preferred land use concept and maintains the intent of all land use designations of the NWPAS. The draft PofS includes blocks that correspond to the preferred land use designations

[15] The ZBA and the draft PofS conforms to the BOP and completely implements the preferred land use concept identified in the NWPAS.

[16] The Tribunal accepts the evidence of the planner for the Applicant/Appellant in its

entirety and finds the ZBA and PofS meets all the relevant policy tests of the PPS, Growth Plan and BOP. It represents good planning and is in the public interest.

### **DRAFT PLAN OF SUBDIVISION**

[17] The planner reviewed the criteria to be considered when a draft PofS is proposed in considerable detail. One must have regard to the health, safety, convenience, accessibility for persons with disability and welfare of the present and future inhabitants of the municipality. There is a total of 13 criteria to be considered including the subdivision: not being premature, in the public interest, conforms to public policy, appropriate conditions to control timing and built form, conservation of natural resources, flood control and adequacy of utilities, school, road and municipal services.

[18] There is a total of 45 conditions of draft plan approval plus five notes to draft plan approval that have been written jointly by the County and Applicant/Appellant. Mr. Johnston in his evidence noted many of the conditions are standard to the County and tied directly to the draft PofS. He made special note of conditions relating to timing of servicing, cost sharing requirements, pre-servicing agreements for the design and delivery of services, and ensured that all the utilities are covered with appropriate conditions.

[19] Cost sharing of required services is an important consideration for all parties. Condition 38 reads:

That the Subdivision Agreement with the County include a requirement that the Owner pay its proportionate share of any study costs, external services, shared services, and storm water management facilities that are required to facilitate the development of the Subject Lands and are incurred by others, all to the satisfaction of the County.

[20] The County made note of Condition 45 regarding approval authority for the clearing of conditions. The condition reads:

The County shall be the approval authority for the purposes of clearing the draft plan conditions and the final approval of the plan of subdivision

shall be given by the County, pursuant to section 51 (56.1) of the Planning Act.

[21] The County and the Applicant/Appellant are committed to work in tandem to implement the Conditions of Draft Approval.

[22] The planner opined that the draft PofS complies with the criteria identified in s. 51(24) of the *Planning Act* and the conditions of Draft Plan Approval are reasonable.

[23] The Tribunal accepts the evidence of the planner for the Applicant/Appellant in its entirety. The draft PofS, subject to the Conditions of Draft Plan Approval, has had appropriate regard to the criteria set out in s. 51(24) of the *Planning Act*.

[24] Pursuant to s. 51(25) of the *Planning Act*, the Tribunal finds the Conditions of Draft Approval to be reasonable and appropriate for the proposed development.

## **CONCLUSIONS**

[25] The Tribunal accepts the uncontested planning evidence of Mr. Johnston when augmented with the documentary evidence, the Tribunal finds that the proposed ZBA, draft PofS, and Conditions of Draft Approval; are consistent with the PPS; conform with the Growth Plan; have had appropriate regard to all matters of provincial interest identified in the *Planning Act*, and represent good planning in the public interest. The draft PofS has had appropriate regard of the criteria set out in s. 51(24) of the *Planning Act* and the Conditions of Draft Approval are reasonable and appropriate pursuant to s. 51(25) of the *Planning Act*.

[26] For these reasons, the Tribunal will allow the appeal in part and approves these instruments as agreed between the City and the Applicant/Appellant.

[27] Counsel for the County, Mr. Tice, requested that it is important the Tribunal's Order ensure clarity regarding the approval authority for the purpose of clearing conditions and final Subdivision Approval found in the Conditions of Draft Plan

Approval. The Tribunal agrees.

## **ORDER**

[28] Accordingly, the Tribunal Orders that the appeal is allowed in part and the instruments as agreed to by the County and the Applicant/Appellant, are approved as follows:

- a) The Zoning By-law Amendment, appended to this Order as Attachment 1, is approved;
- b) The draft Plan of Subdivision appended to this Order as Attachment 2 is approved, subject to the Conditions of Draft Approval appended to this Order as Attachment 3; and
- c) Pursuant to s. 51(56.1) of the *Planning Act*, the County shall be the approval authority for the purposes of clearing the draft plan conditions and the final approval of the Plan of Subdivision.

*Bryan W. Tuckey*

BRYAN W. TUCKEY  
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

Website: [www.olt.gov.on.ca](http://www.olt.gov.on.ca) Telephone: 416-212-6349 Toll Free: 1-866-448-2248



**BY-LAW NUMBER xxx-20**

**-of-**

**THE CORPORATION OF THE COUNTY OF BRANT**

To amend By-law Number 61-16, the Zoning By-law of the County of Brant, as amended (848 Watt's Pond Road, former geographic Township of South Dumfries)

**WHEREAS** an application was received from GSP Group, on behalf of the owners of Concession 2 Part of Lots 32 and 33, geographic Former Township of South Dumfries, County of Brant, located at 848 Watt's Pond Road, former geographic Township of South Dumfries, to amend Zoning By-law 61-16 by rezoning a portion of the lands zoned Agricultural (A) and Natural Heritage (NH) to special exception Residential Singles (R1-54), and special exception Residential Multiple Low Density (RM1-44).

**AND WHEREAS** The *Planning Act* empowers a municipality to pass by-laws prohibiting the use of land and the erection, location and use of buildings or structures, except as set out in the by-law;

**AND WHEREAS** this By-law is in conformity with the Official Plan for the County of Brant;

**AND WHEREAS** the Planning Advisory Committee of the Corporation of the County of Brant has recommended approval of this by-law;

**AND WHEREAS** the Council of the Corporation of the County of Brant deems it to be desirable for the future development and use of the lands described above;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF BRANT HEREBY ENACTS** as follows:

1. **THAT** Schedule 'A', Key Map 31 of By-law Number 61-16 is hereby amended by changing the zoning on the subject lands from Agricultural (A) and Natural Heritage (NH) to special exception Residential Singles (R1-54), special exception Residential Multiple Low Density (RM1-44), as shown on Schedule "A" of this by-law.

2. **THAT** Section 8.3 Special Exceptions R1 Zone, is hereby amended by adding the following:

**R1-54**

Notwithstanding any provision of this By-Law to the contrary, within any area zoned R1-54 on Schedule 'A' hereto, the following *development* standards shall apply:

- i) Lot Area, Minimum (sq. m): 320 m<sup>2</sup>
- ii) Lot Frontage, Minimum (metres): 10.0 metres
- iii) Interior Side Yard Setback, Minimum (metres): 1.2 metres on one side and 0.6 metres on the other side, provided that any *side yard* that is less than 1.2 metres shall abut a *side yard* that is also less than 1.2 metres.. Any permitted encroachment shall be at least 0.3 metres to the *lot line*. On *lots* with an *interior lot line* abutting a *rear yard* a minimum setback of 1.2 metres shall be required.
- iv) Exterior Side Yard Setback, Minimum (metres): 4.5 metres
- v) Lot Coverage, Maximum: 50%
- vi) Lot Coverage for a Dwelling, Maximum: 45%

All other requirements of the By-Law shall apply.

3. **THAT** Section 8.5 Special Exceptions RM1 Zone, is hereby amended by adding the following:

**RM1-44**

Notwithstanding any provision of this By-Law to the contrary, within any area zoned RM1-44 on Schedule 'A' hereto, the following *development* standards shall apply:

- i) Lot Area, Minimum (sq. m): 180 sq. m per unit
- ii) Lot Frontage, Minimum (metres): 6.0 metres
- iii) Interior Side Yard Setback, Minimum (metres): 1.5 metres
- iv) Lot Coverage, Maximum: 50%
- v) Lot Coverage for a Dwelling, Maximum: 45%

All other requirements of the By-Law shall apply.

4. **THAT** this by-law shall come into force on the day it is passed by the Council of the Corporation of the County of Brant.

**READ** a first and second time, this xx<sup>th</sup> day of xxxxxxx, 2020.

**READ** a third time and finally passed in Council, this xx<sup>th</sup> day of xxxxxxx, 2020.

**THE CORPORATION OF THE COUNTY OF BRANT**

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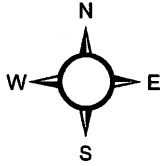
David Bailey, Mayor

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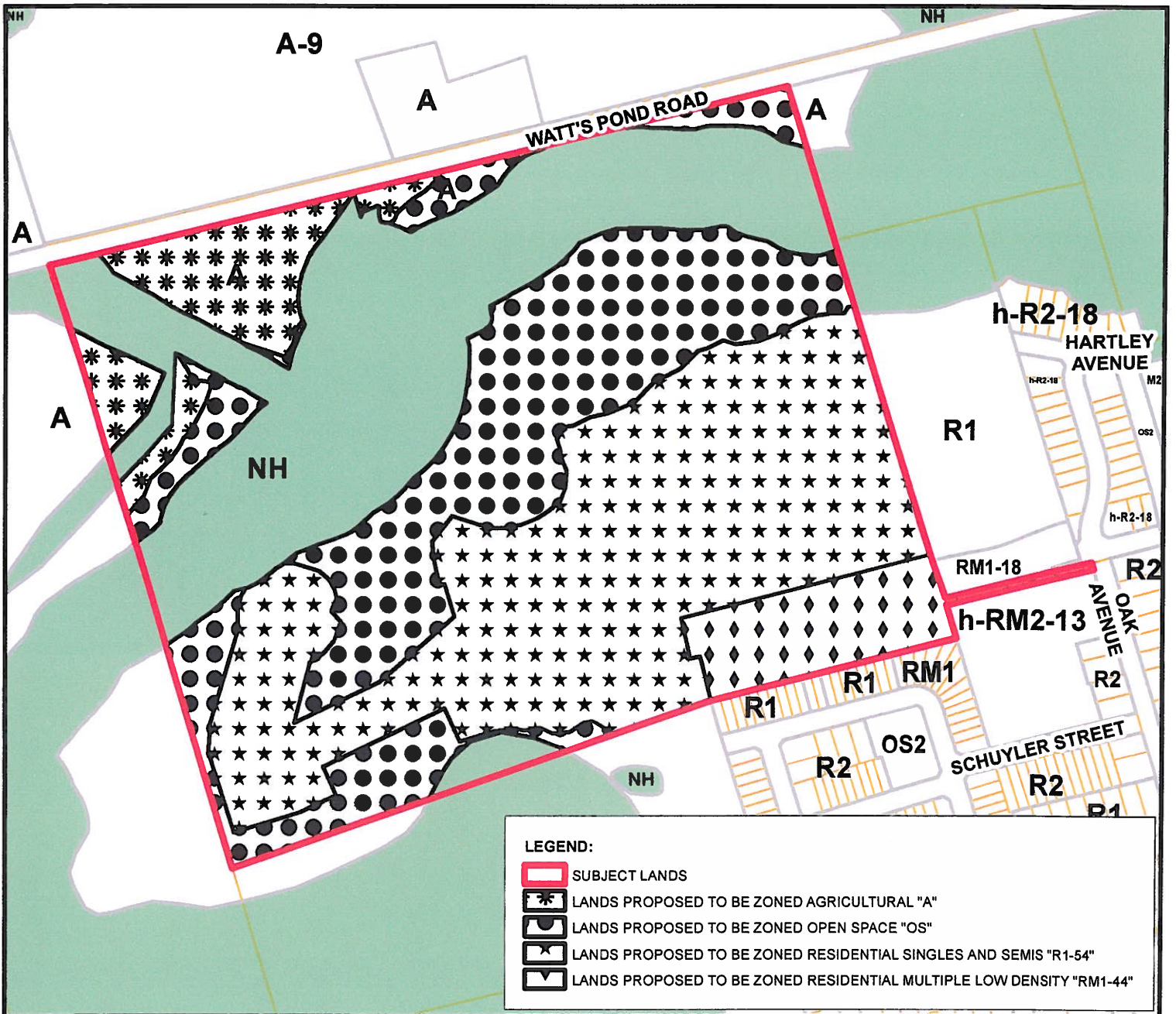
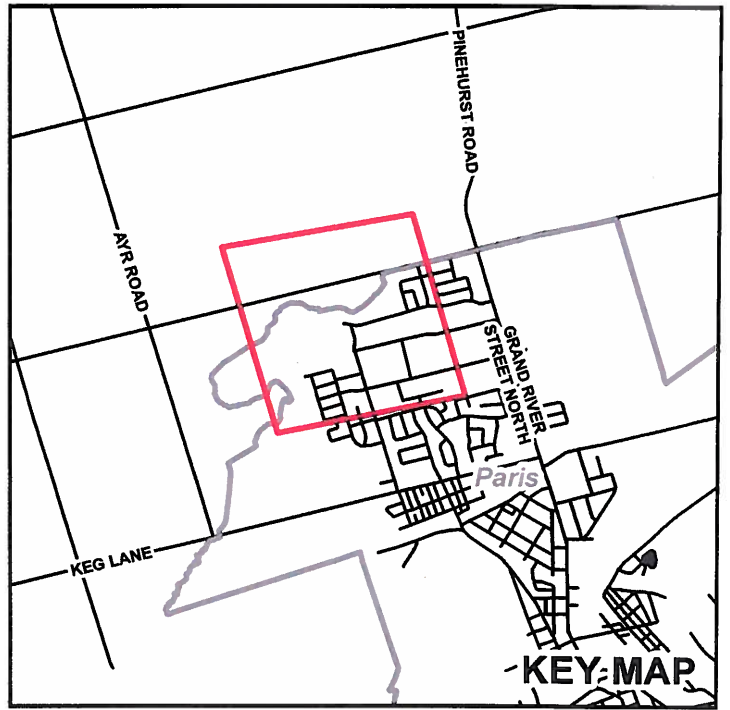
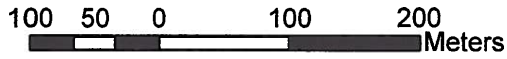
Heather Boyd, Clerk

**COUNTY OF BRANT  
FILE NUMBER: PL171016**

Former Town of  
**PARIS**



1:5,800

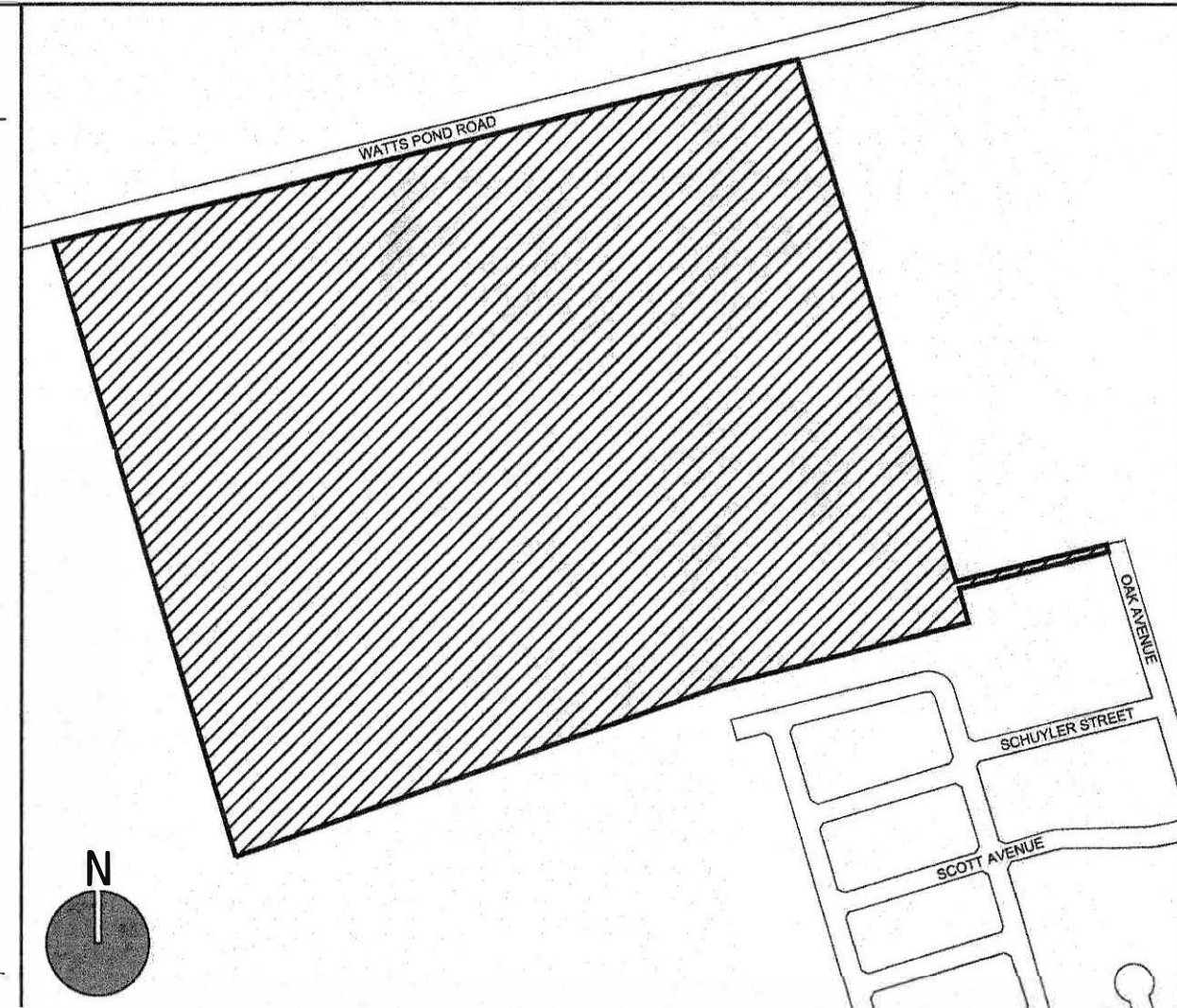
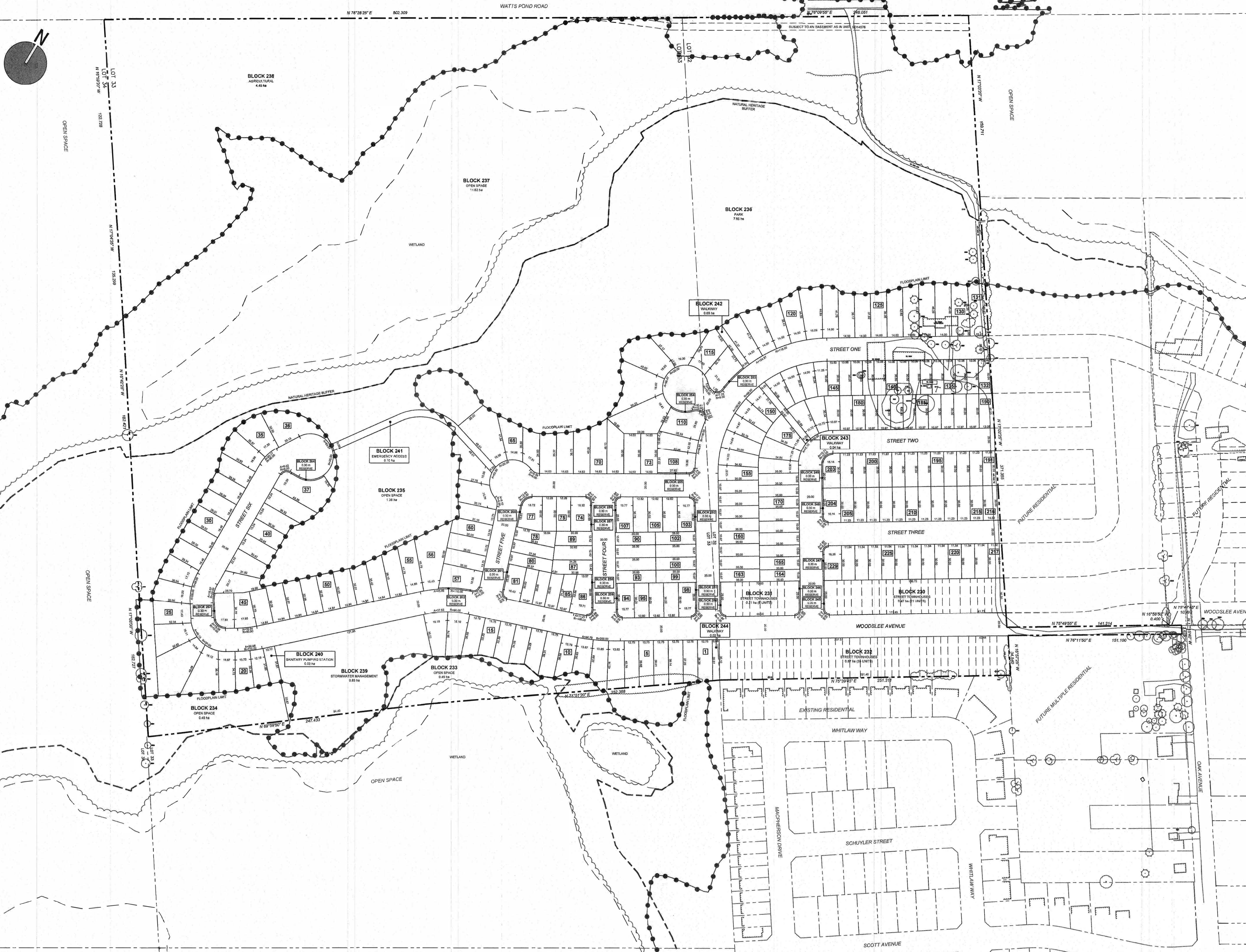


**LEGEND:**

	SUBJECT LANDS
	LANDS PROPOSED TO BE ZONED AGRICULTURAL "A"
	LANDS PROPOSED TO BE ZONED OPEN SPACE "OS"
	LANDS PROPOSED TO BE ZONED RESIDENTIAL SINGLES AND SEMIS "R1-54"
	LANDS PROPOSED TO BE ZONED RESIDENTIAL MULTIPLE LOW DENSITY "RM1-44"



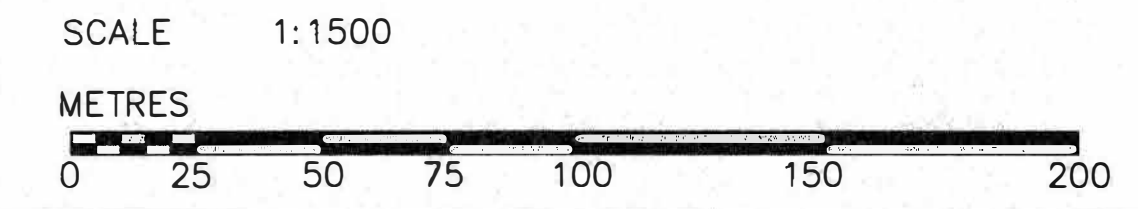
# ATTACHMENT 2



KEY MAP - 1:7000

## DRAFT PLAN OF SUBDIVISION OF PART OF LOTS 32 AND 33 CONCESSION 2

(GEOGRAPHIC TOWNSHIP OF SOUTH DUMFRIES)  
TOWNSHIP OF SOUTH DUMFRIES  
COUNTY OF BRANT



ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51 SUB SECTION 17 OF THE PLANNING ACT, R.S.O. 1990, C.P. 13

- (A) AS SHOWN ON DRAFT PLAN
- (B) AS SHOWN ON DRAFT PLAN
- (C) AS SHOWN ON DRAFT PLAN
- (D) AS SHOWN ON DRAFT PLAN
- (E) AS SHOWN ON DRAFT PLAN
- (F) AS SHOWN ON DRAFT PLAN
- (G) AS SHOWN ON DRAFT PLAN
- (H) MUNICIPAL WATER SUPPLY
- (I) SAND AND GRAVEL
- (J) AS SHOWN ON DRAFT PLAN
- (K) FULL MUNICIPAL SERVICES TO BE PROVIDED
- (L) AS SHOWN ON DRAFT PLAN

### LAND USE SCHEDULE

DESCRIPTION	LOTS/BLOCKS	UNITS	AREA (ha)
RESIDENTIAL (SINGLE DETACHED)	1-229	229	10.80
STREET TOWNHOMES	230-232	54	1.55
PARK/OPEN SPACE	233-237		21.63
AGRICULTURAL	238		4.45
STORMWATER MANAGEMENT	239		0.83
SANITARY PUMPING STATION	240		0.03
EMERGENCY ACCESS	241		0.10
WALKWAY	242-244		0.09
0.30 m RESERVE	245-264		4.69
ROADS			
<b>TOTAL</b>	<b>265</b>	<b>293</b>	<b>44.17</b>

### OWNER'S AUTHORIZATION

I AUTHORIZE URBANSOLUTIONS PLANNING AND LAND DEVELOPMENT CONSULTANTS INC. (URBANSOLUTIONS) TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION TO THE COUNTY OF BRANT FOR APPROVAL.

*Ted Valer*  
OWNER, VALDESSE PARKS LIMITED  
TED VALER, PRESIDENT

*Oct 3, 2020*  
DATE

### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES ARE OF THE LAND TO BE SUBDIVIDED AND THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE ACCURATELY AND CORRECTLY SHOWN.

*Don McEwen*  
Don McEwen, O.L.S.  
A.T. McEwen Limited

*Oct 2, 2020*  
DATE

No.	DATE	BY	DESCRIPTION
3	SEPT. '20	US	BOUNDARY CERTIFICATION
2	AUG. '18	US	REVISED SUBMISSION
1	APR. '18	US	REVISED SUBMISSION

PREPARED BY:

**URBAN SOLUTIONS**  
PLANNING & LAND DEVELOPMENT

3 Studebaker Place, Unit 1  
Hamilton, ON L8L 0C8  
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UrbanSolutions.info



COUNTY OF BRANT - CONDITIONS OF FINAL APPROVAL FOR THE VALERY HOMES  
PARIS SUBDIVISION - 848 WATTS POND ROAD • PLAN OF SUBDIVISION – PS1/15

This Schedule "A" is attached to:

The approval under County File No. PS1/15 of plan of subdivision – UrbanSolutions Drawing dated October 2, 2020 (the "**Subdivision**") covering 44.17 hectares of agricultural, residential, and open space land uses (the "**Subject Lands**"), consisting of 293 total residential units and a number of open space blocks, an agricultural block, a storm water management block, a sanitary pumping station block, an emergency access block, a number of walkway blocks, a future development block, a number of 0.3 metre reserves and a number of roadway blocks.

The conditions of draft approval for the Subdivision require that the Developer enter into a subdivision agreement that is satisfactory to the County in connection with the Subdivision including satisfying all requirements, financial and otherwise, of the County concerning the provision and installation of associated works both within and external to the Subject Lands; and that the Developer satisfy all of the conditions of draft plan approval for the Subdivision; and that the Subdivision be approved and registered so that the residential lots shown on the plan for the Subdivision have direct access and frontage on a municipally assumed, public road.

The conditions of draft approval for the Subdivision require that the Developer register, to the satisfaction of the County solicitor, a section 118 restriction under the Land Titles Act agreement not to transfer and/or charge all or any part of the Subject Lands without the written consent of the County.

The conditions of draft approval for the Subdivision require that the matters and things set out in this Schedule "A" be addressed to the satisfaction of the County in one or more of the Pre-Servicing Agreement and Subdivision Agreement (together referred to as the "**Development Agreements**") as may be applicable to the context. Those matters and things are as follows:

- 1) That at the time of registration the Developer convey to the County:
  - a) Blocks 246-265 inclusive (0.3 metre reserves);
  - b) Block 242-244 (pedestrian access);
  - c) Block 233-237 (parks and open space blocks);
  - d) Block 239 (storm water management block);
  - e) Block 240 (sanitary pumping station); and
  - f) Block 241 (emergency access).
- 2) That no development of the plan may proceed until all external infrastructure and services required for all or part of the Development are in place including municipal water supply, treatment and conveyance infrastructure and sewage treatment and waste water conveyance infrastructure and storm water conveyance and legal outlet and for the purpose of this condition services being in place means that the infrastructure exists and is operational to the satisfaction of the County and that capacity in such infrastructure has been formally allocated by the County for use in connection with the Plan.
- 3) That no development of the plan may proceed until all external infrastructure and services required for all or part of the Development are in place including storm water conveyance and legal outlet. For the purpose of this condition 'in place' means services in place that the infrastructure exists and is operational to the satisfaction of the County, GRCA and adjacent

landowners.

- 4) If the Development is to be staged, the staging and servicing of each stage shall be to the satisfaction of the County. For the purposes of this condition, the development of a stage of the Development may proceed when the County is satisfied that all of the external infrastructure/services for that stage are in place, which means that the infrastructure exists and is operational to the satisfaction of the County and that capacity in such infrastructure has been formally allocated by the County for use in connection with the Development.
- 5) The Subdivision shall be developed on full municipal services, including sanitary sewers, municipal water and urban storm water management practices: and, following LPAT approval of the Subdivision, the Developer shall negotiate with the County in the Development Agreements financing arrangements which are satisfactory to the County and under which all costs associated with the design and construction of any required infrastructure (including the external temporary pumping station situated on 2 Hartley Avenue and the realignment of Woodslee Avenue to Hartley Avenue, as per the approved Grand River Street North Class EA) are to be paid for by the Developer, and to the satisfaction of the County.
- 6) The Development Agreements shall include provisions that all easements and blocks required for utilities, servicing and drainage purposes, both internal and external to the Development, including any easement required to convey storm water to a legal outlet, shall be granted and conveyed by the Developer to the County and/or other appropriate authorities for nominal consideration free and clear of all encumbrances.
- 7) That the Developer provides the necessary easements and/or street dedications to the County for the extension of services from this subdivision to the limits of their property as shown on the draft plan at such time as requested by the County.
- 8) That the road allowances and daylight triangles indicated in the draft plan of subdivision be dedicated as public highways at no cost and free and clear of all encumbrances.
- 9) That the proposed streets be named to the satisfaction of the County and that 75% of the names be selected from the list of names of War Veterans.
- 10) Prior to the final registration of all or any part of the Subdivision, the Developer provide to the General Manager of Development Services through his Ontario Land Surveyor confirmation that all proposed Lots, Blocks and Units meet the minimum lot and/or unit area and frontage requirements of the Corporation of the County of Brant By-Law 61-16.
- 11) The Development Agreements shall require the Developer to deposit hard copies and digital media files of the Plan of Subdivision to the satisfaction of the County. The digital copies shall be submitted in ESRI compatible format, such as shapefile or file geodatabase.
- 12) Prior to the final registration of all or any part of the Subdivision, the Developer's surveyor shall submit to the County horizontal co-ordinates of all boundary monuments for the approved subdivision. to the satisfaction of the County.
- 13) No earth moving, tree removal, grubbing activities and any other site works shall be undertaken on the Subject Lands until the Developer has entered into the Development Agreements. No servicing of the Subdivision or any other work will be permitted without the execution and registration of the Development Agreements which includes provision for security and \$5 million public liability insurance and all required provincial and agency approvals. This works prohibition excludes normal maintenance and those interim grading works which are specifically permitted by a

Pre-Servicing Agreement with the County. The interim works permitted by a Pre-Servicing Agreement shall be limited to grading the Subject Lands. In order for the Developer to undertake any interim grading work under such a Pre-Servicing Agreement, the following items must be addressed and/or provided to the satisfaction of the County:

- a) Archaeological Potential Report and Assessment and proof that it has been accepted by the Province;
- b) Detailed drainage and grading plan for the Subject Lands;
- c) Interim storm water control plan for the Subject Lands;
- d) Erosion and sediment control plan for the Subject Lands;
- e) Public Works permit;
- f) Interim road care plan for Woodslee Avenue, Oak Avenue, Hartley Avenue, Robbins Ridge, Pinehurst Road and Watts Pond Road;
- g) Haul Road Designation if materials are to be removed from the Subject Lands, noting that the section of Oak Avenue located south of Woodslee Avenue, is not to be used as a haul road;
- h) Dust control plan;
- i) Securities to address and implement any necessary measures noted in the above plans and reports;
- j) Liability Insurance; and,
- k) Tree Inventory and Preservation Report.

That, prior to any interim grading under a Pre-Servicing Agreement, the Developer provides a full report on the archaeological significance of the Subject Lands and the County is advised by letter from the Ministry of Heritage, Sport, Tourism, and Culture Industries that the Ministry is satisfied and has no objection to the development of the plan of subdivision or to its final approval for registration. This requirement will also be addressed in the Development Agreements.

- 14) Prior to any interim grading under a Pre-Servicing Agreement the Developer provide a Tree Inventory and Preservation Report to the County and evidence that the Trees Conservation Committee and/or the Environmental Planner for the County is satisfied. Such comments must clearly establish what areas, if any, are to be protected from development, what areas are to be developed and what areas, if any, are to be reserved for new tree plantings. Even if there is a Pre-Servicing Agreement, this requirement will also be addressed in the Development Agreements.
- 15) The Development Agreements shall satisfy all of the County's requirements, financial and otherwise, concerning the provision and installation of associated municipal works both within and external to the Subject Lands and may include but are not limited to securing the works to be done by an irrevocable letter of credit and payment of municipal fees, development charges, road works, street lights, underground services and appurtenances, drainage works, storm water management, fencing, parkland development, landscaping and other matters that may be specified by the County.



- 16) That all road widening and daylighting triangles shall be constructed to the satisfaction of the County, free and clear of all encumbrances, at the expense of the Developer.
- 17) The Development Agreements shall include provisions for the completion and maintenance of the works in accordance with the approved plans and reports as required by the County or in these conditions of draft approval for the Subdivision.
- 18) The Development Agreements shall be registered by the Developer against the lands to which each applies and shall provide the County with whatever notice and documentation of such registration as the County may require.
- 19) The Development Agreements shall provide that, prior to any grading or construction on the Subject Lands and the final approval for registration of all or any part of the Subdivision, the Developer shall submit and obtain approval from the County and from the Grand River Conservation Authority (the "GRCA") of the following plans and reports:
  - a) A detailed stormwater management report in accordance with the 2003 Ministry of Environment Report entitled, Stormwater Management Practices. Planning and Design Manual". It will also address the need to convey storm waters to a proper legal drainage outlet to the satisfaction of the County in consultation with the GRCA;
  - b) An erosion and siltation control plan must be prepared in accordance with the Greater Golden Horseshoe Area Conservation Authorities Erosion & Sediment Control Guidelines for Urban Construction, dated December 2006;
  - c) Detailed lot grading and drainage plans; and
  - d) An Application for Permission pursuant to the GRCA's Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses, Ontario Regulation 150/06 as amended, if required.
- 20) The Development Agreements will include a requirement that the Developer shall ensure that no stockpiles of fill or any overland drainage patterns be altered within 30 metres of the property boundary unless otherwise approved by the County and that all stockpiles shall be encircled with appropriate silt fence. The height of any stockpiles of fill shall not exceed 6 metres in height. Any stockpile with greater than a 2 to 1 slope shall be fenced and the areas posted as dangerous.
- 21) The Development Agreements shall require that the Developer is to maintain the site in a safe and satisfactory condition, free of debris, weeds and other such materials, until the plan is fully developed and the servicing is assumed by the County as contemplated by the Development Agreements.
- 22) The Development Agreements shall provide that each offer of purchase of all or any part of the Subject Lands shall contain a caution to the purchaser of the following:
  - a) That no alteration of the drainage plan for the property or surrounding properties is permitted without the express written approval of the County; and
  - b) That no buildings or structures, including but not limited to any dwelling, accessory structure, fence, swimming pool, shall be erected on or over any easement required due to this Development, and
  - c) That the purchaser on occasion may be subject to noise and dust of agricultural origin due to the proximity of an existing agricultural operation.
- 23) The Development Agreements shall require that the Developer engage the services of a qualified

Landscape Architect to develop a landscaping program to meet County requirements as outlined in the Official Plan and for the landscaping of the Development, including lands within the municipal right of way, blocks, lots, and units. Any planting materials shall be of native species in accordance with the County's Recommended Plant Species list.

- 24) The Development Agreements shall require that, prior to any servicing of the Development, the Developer shall inform the County which telecommunications, natural gas supply, electrical utilities, petroleum pipeline and any other public utility company (each a "Utility" and collectively the "Utilities") will be installing what services for the Development. Once identified, each of the Utilities shall confirm in writing with the County that their requirements have been satisfied.
- 25) The Development Agreements shall require that, prior to registration of all or any part of the Subdivision, each of the Utilities is to advise the County that they are satisfied with the servicing arrangements between the Developer and the Utility.
- 26) The Development Agreements shall include the requirements of Bell Canada be satisfied prior to the registration and final approval of all or any part of the Subdivision. To this end, the following matters are to be addressed:
  - a) The Developer shall agree in the Development Agreements, in words satisfactory to Bell Canada, to grant to Bell Canada any easement that may be required for Telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with the existing Bell Canada facilities or easements, the Developer shall be responsible for the relocation of such facilities or easements.
  - b) Bell Canada requires one or more conduit or conduits of sufficient size from each unit to the room(s) in which telecommunication facilities are situated and one or more conduits from the room(s) in which the telecommunication facilities are located to the street line, if required.
- 27) The Development Agreements shall include the requirements of Energy + Inc. be satisfied prior to registration and final approval of all or any part of the Development. To this end, the following matters are to be addressed:
  - a) The Owner/Applicant will be required to enter into an Agreement with Energy+ Inc. to establish the terms and conditions of electrical service, including the financial requirements for servicing the residential units in the plan.
  - b) The Owner/applicant must grant easements to Energy+ Inc.'s satisfaction.
  - c) The Owner/Applicant will be responsible for all costs associated with relocation of existing electrical plant if required as a result of this development.
  - d) That the County of Brant be advised by Energy+ Inc. that their conditions have been satisfied.
- 28) The Development Agreements shall include the requirements of Hydro One (HONI) be satisfied prior to registration and final approval of all or any part of the Development. To this end, the following matters are to be addressed:
  - e) The Owner/Applicant will be required to enter into an Agreement with HONI to establish the terms and conditions of electrical service, including the financial requirements for servicing the residential units in the plan.
  - f) The Owner/applicant must grant easements to HONI's satisfaction.
  - g) The Owner/Applicant will be responsible for all costs associated with relocation of existing electrical plant if required as a result of this development.

- h) That the County of Brant be advised by HONI that their conditions have been satisfied.
- 29) The Development Agreements shall require that , prior to registration of all or any part of this Development, the Canada Post is to advise the County that they are satisfied with the servicing arrangements between the Developer and the Canada Post.
- 30) The Development Agreements shall include language to ensure that the Developer is responsible for the decommissioning of any boreholes drilled on the Development as part of a hydrogeological investigation, or for any other subsurface investigation and for decommissioning any wells located on the Development in accordance with the requirements of the Ontario Water Resources Act and Ministry of the Environment, Conservation and Parks guidelines; and for any additional steps as may be required in order to obtain and forward to the County a certificate of a licensed Professional Engineer certifying such decommissioning has been done on the Development.
- 31) The Development Agreements shall include the requirements of the County, in consultation with the GRCA where appropriate, be satisfied prior to registration and final approval of all or any part or all of the Subdivision. To this end, the following matters are to be addressed:
- a) That the Developer installs trees at a minimum of 1 tree per lot frontage and 2 trees per lot flankage, being 50mm in caliper DBH, and of a native species as listed in the County's Recommended Plant Species List, to the satisfaction of the County.
  - b) That the Developer be required to reconstruct all roads to the satisfaction of the County of Brant if installing underground services from Woodslee Avenue, or the adjacent development to the east (under OMB decision PL160014), the cost of the rehabilitation of the roads and the installation of services shall be done at the Owner/Developer's expense.
  - c) That the Developer's proportionate share of all costs for the reconstruction of Woodslee Avenue required to facilitate the development beyond those which are accounted for in the Development Charges Background Study will be the sole financial responsibility of the Developer.
  - d) The Developer is to pay for and install street lighting that is to be located along the proposed streets, including the extension of Woodslee Avenue, as required and to the satisfaction of the County.
  - e) The Developer will be required to re-grade the frontages of the Subject Lands to ensure that a sight distance consistent with the TAC Manual is provided and to allow for proper road drainage.
  - f) Relocation of any existing infrastructure, such as but not limited to, hydro poles and Bell pedestals, shall be at the expense of the Developer.
  - g) The Developer shall be responsible for the relocation of any streetlights that are deemed necessary by the County due to the development of the Subject Lands.
  - h) The Developer shall be required to undertake any road upgrades on the extension of Woodslee Avenue that may be required by the County, as a result of the development, including reconstruction and/or widening, all at the Developer's sole cost. Prior to registration of the Development Agreements, the Woodslee Avenue right-of-way must be assembled, dedicated and constructed to the satisfaction of the County.

- i) The Geotechnical Investigation shall encompass all of the subject property and be to the satisfaction of the County, in consultation with the GRCA.
- j) Within the Developer's lands, the Developer will be required to provide and install underground services (including burial of existing hydro services or new hydro services required for the development) to the satisfaction of the County.

Outside the Developer's lands, the Developer will be required to provide and install hydro services required for the development, to the satisfaction of the County.

- k) The Hydrogeological Investigation shall encompass all of the Subject Lands and shall be acceptable to the County, in consultation with the Ministry of the Environment, Conservation and Parks.
- l) The Geotechnical Investigation shall encompass all of the Subject Lands and shall be acceptable to the County, in consultation with the GRCA.
- m) The Developer/Owner will provide to the County an Operations & Maintenance Manual and 10-Year Maintenance Plan, including budgetary cost estimates following the approval of the design package for the Storm water Management Pond and/or LID infrastructure.
- n) That prior to registration of any Phase of the Plan that the Developer provides documentation to the County that approvals are in place and an agreement has been executed, for the legal outlet of storm water on all applicable external lands, to the satisfaction of the County.
- o) The Developer shall design and construct to County standards:
  - i. All on-site and off-site storm water conveyance and Storm Water Management Facility including a legal outlet for storm water;
  - ii. All on-site and off-site sewage conveyance and sewage treatment facilities; and,
  - iii. All on-site and off-site water supply and conveyance system facilities, capable of servicing the Development.

capable of servicing the Development. In the Development Agreements the Developer will agree to pay for and to post security to cover the cost of all maintenance and repairs of such facilities until the expiration of all maintenance periods provided for in the Development Agreements and until such facilities are accepted and assumed by the County under the terms of the Development Agreements. If necessary, as determined by the County, the County will install, operate, maintain some or all of such facilities services at the Developer's cost and if this is necessary the Developer will enter into a contract and/or some other appropriate agreement with the County for this purpose until such facilities are accepted and assumed by the County under the terms of the Development Agreements.

- p) The Developer shall be responsible for providing the County with the necessary data in a format required by the County, to ensure compliance with PSAB 3150
- q) Approval of the drawings for the Subdivision shall be in accordance with this Schedule and the draft conditions of approval of the Subdivision and such requirement shall be included in the Development Agreements and shall be consistent with the County's Development and Engineering Standards and good engineering practice.

- 32) The Development Agreements shall provide for the Developer's consent to the County, at its sole discretion, employing the services of a peer review engineering consultant to review all engineering drawings related to infrastructure for and transportation systems relating to the Development, and possible off-site impacts related to such infrastructure and the transportation systems on the surrounding neighbourhoods. At the time of the execution of the first of the Development Agreements, the Developer shall pay to the County the Engineering Administration Fee, as per the County's Fees and Charges By-law (as amended).
- 33) The Development Agreements shall provide that, prior to any work commencing on the Subject Lands, save and except grading work permitted by a Site Alteration Permit, or a Pre-Servicing Agreement, the Developer must confirm that sufficient wire-line communication, telecommunication infrastructure is currently available within the Subject Lands to provide communication/telecommunication service for the Development. In the event that such infrastructure is not available, the Development Agreements shall require the Developer to pay for the connection to and/or extension of the existing communication / telecommunication infrastructure.
- 34) At any time prior to final approval of the Subdivision, the County may change conditions of approval under Section 51 (44) of the Planning Act and ask for additional information or material that the County considers it needs.
- 35) County Development Charges and Surcharges are payable in accordance with the applicable County Development Charges By-Law, as amended from time to time.
- 36) The Development Agreements shall provide that, at any time and from time to time prior to final approval of the Subdivision and specifically at the time of final approval for registration of each of the Subdivision, the Developer shall provide confirmation to the County that the requirements of the Environmental Protection Act have been complied with.
- 37) That the Lands in the draft plan be appropriately zoned for their intended use prior to final approval of the draft plan.
- 38) That the Subdivision Agreement with the County include a requirement that the Owner pay its proportionate share of any study costs, external services, shared services, and storm water management facilities that are required to facilitate the development of the Subject Lands and are incurred by others, all to the satisfaction of the County.
- 39) That the Developer provides park blocks and/or cash-in-lieu of parkland dedication to the County in accordance with the Parkland Dedication Policy in the Official Plan.
- 40) That the Trails Network shall be demonstrated and established to the satisfaction of Community Services Division prior to the registration of all or any part of the plan.
- 41) That the Developer install fencing to be determined through detailed Engineering Review, to the satisfaction of the County.
- 42) That the Developer shall provide a Parking Plan for each Phase/Stage of the subdivision to the County for approval prior to the final registration of any part of the plan.
- 43) At least 90 days prior to final approval of the Subdivision, the County is to be advised in writing by the Developer, as to how all conditions have been satisfied.

- 44) Pursuant to Section 51 (32) of the Planning Act, draft plan approval, together with all conditions, shall lapse in three years from the date of granting draft plan approval by the County and/or LPAT as the case may be should final approval not be given, unless extended under Section 51 (33) of the Planning Act. The Developer agrees to notify the County six (6) months in advance of the lapse date of its intention with respect to the extension of the Approval.
- 45) The County shall be the approval authority for the purposes of clearing the draft plan conditions and the final approval of the plan of subdivision shall be given by the County, pursuant to section 51 (56.1) of the Planning Act.

**NOTES TO DRAFT PLAN APPROVAL:**

1. It is the Developer's responsibility to fulfill the conditions of draft plan approval and to ensure that the required clearance letters are forwarded to the County by the appropriate agencies.
2. The final plan approved by the County must be registered within 30 days of the signing of the plan for registration in accordance with Section 51 (59) of the Planning Act.
3. As noted, the County will require registration of the Development Agreements against the lands to which it applies, as notice to prospective purchasers and/or mortgagees.
4. The Developer should be aware that there may be approvals that are required from GRCA before any grading or construction work can begin on the subject lands. Site grading, site servicing, landscaping and/or illumination plans may be required in advance of GRCA approvals.
5. The Developer shall be responsible for notifying the County six (6) months in advance of the lapse date of its intention with respect to the extensions of draft plan approval of the Subdivision.