

COUNTY OF BRANT CONDITIONS OF FINAL APPROVAL

PS1/19 – Arthur Oakland / Stonehenge Acres Subdivision

Please note in these conditions of draft approval any reference to Owner, Developer or Applicant shall be interpreted as referring to the *Arthur Oakland / Stonehenge Acres Subdivision*.

The conditions of draft approval for the Subdivision require that the Developer enter into a Subdivision Agreement or Development 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 agrees 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 “B” 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.

That Draft Plan of Subdivision PS1/19/DN from GSP Group agent on behalf of Stonehenge Acres Ltd. and 959261 Ontario Inc, applicants/owners of CON 1 PT LOT 6 PT LOT 5 REG, Former Geographic Township of Oakland, County of Brant, to permit the development of the site as a plan of subdivision with 22 lots for single detached dwellings, blocks for streets, daylight triangle(s), fire reservoir, 0.3m reserve(s), access and drainage easement(s) be approved subject to the following conditions of draft approval:

1. The Subdivision Agreement 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 Owner/Developer to the County of Brant or the appropriate authority at no cost to the County and free from all encumbrances and under which all costs associated with the design and construction of any required infrastructure are to be paid for by the Developer/Owner, and to the satisfaction of the County.
2. That at the time of registration, the Developer conveys Blocks identified for daylight triangles, fire reservoir, 0.3 meter reserves, drainage and access easements to the County of Brant, Specifically:
 - a) That the existing 0.3 reserve known as Block 10 on RP-1591 be lifted prior to the time of registration.
 - b) Daylighting triangles are to be provided to the satisfaction of the County of Brant.
 - c) All road centerline radii are to be a minimum of 12m to allow for emergency vehicle access.
 - d) A 0.3m reserve is to be provided to the County along the entire Oakland Road frontage of the subject lands (rear of Lots 8 & 9).
 - e) A 0.3m reserve is to be provided along the ‘Street A’ side for ‘Existing Lot 8’ and proposed Lot 1. R.O.W. is to be widened by an additional 0.3m in order to maintain a total of 20m R.O.W. width.
 - f) Rear lot drainage maintenance easements are required along the rear lots of Lots 1 to 7 to the satisfaction of the County of Brant.
 - g) Rear lot drainage maintenance easements are required along the rear of Lots 9 to 18. An access easement is also required to legally access the rear lots. The Lot drainage maintenance easement and access easement will be provided to the satisfaction of the County of Brant.

- h) A large daylighting triangle is to be provided at the South West corner of Lot 5 to accommodate the required fire cistern. To be provided to the satisfaction of the County of Brant.
- 3. That Yarek Street from Bannister Street to Street A, is to be constructed at the sole expense of the applicant and is to be completed to the satisfaction of the County of Brant.
- 4. That the intersection of Malcolm Street and 'Street A' is to be designed to be straight and constructed as a straight alignment through the intersection as opposed to the proposed curve.
- 5. That typical road cross section design be completed to the satisfaction of the County of Brant.
- 6. That the road allowances, road widening and daylighting triangles indicated on the draft plan of subdivision be dedicated as public highway at no cost to the County, shall be constructed to the satisfaction of the County and free and clear of all encumbrances.
- 7. That the proposed street be named to the satisfaction of the County and that the name shall be selected from the list of names of War Veterans.
- 8. That 10% of the total number of lots/units proposed in the draft plan shall have the potential for grading that meets the accessibility standards of the Ontario Building Code and Accessibility for Ontarians with Disabilities Act (AODA), as amended.
- 9. That the prospective purchasers are advised that the County of Brant requires the installation and maintenance of specialized septic systems with tertiary treatment and high nitrate removal systems for all dwelling units despite soil conditions, and at the time of the issuance of the residential building permit, the Owner/Developer will be required:
 - a) To show how the proposed effluent disposal system will reduce effluent to have a nitrate count of less than 10 m/l at the Property Line of the said lot.
 - b) To have entered into an Agreement between the Owner/Developer and the Maintenance Contractor for the effluent disposal system, that provides for annual reporting of the results of operation of the said system (and more frequently reporting if the Maintenance Contractor so recommends).
 - c) That the Agreement between the Owner/Developer and the Maintenance Contractor, clearly shows that any modified or replacement specialized septic systems with tertiary treatment and high nitrate removal systems, must meet the same standards and performance criteria as the original system that was installed when the Dwelling was constructed.
- 10. That with the written authorization of the County of Brant the Subdivision Agreement between the Owner/Developer and the County of Brant be registered by the Owner/Developer against the lands to which it applies and the County shall be entitled to receive whatever notice and documentation of such registration the County of Brant deems appropriate.
- 11. That prior to the final approval of the plan, the Owner/Developer shall submit groundwater tests verifying groundwater supplies in terms of both quality and sustainable quantity in accordance with the Ministry of Environment, Conservation and Parks (MECP) Guidelines for potable water to the satisfaction of the County of Brant.
- 12. That prior to the approval of the final plan, the Owner/Developer prepares, submits, and obtains approval from the County of Brant and the Grand River Conservation Authority (GRCA), if required, for the following plans:
 - 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 of Brant in consultation with the GRCA;

- b) An erosion and siltation control plan, in accordance with the Greater Golden Horseshoe Area Conservation Authorities Erosion and Sediment Control Guidelines for Urban Construction, dated December 2006,
 - c) Detailed landscaping, lot grading and drainage plans;
 - d) An application for Permission pursuant to the Conservation Authority's Regulation of Development, Interference and Wetlands and Alteration to Shorelines and Watercourses, Ontario Regulation 150/06 as amended, if required.
13. That the mitigation measures recommended in the Environmental Impact Statement (EIS) prepared by Natural Resource Solutions Inc. (Project Number 2006, Nov 2016) to limit impacts on natural features and species be implemented, specifically noted:
- a) The limit of development should be clearly delineated in the field prior to the start of construction.
 - b) Permanent fencing should be erected along the back of lots 19-22 to clearly demarcate the boundary of the residential lots, outside the 5 m woodland buffer.
 - c) Tree protection fencing should be installed along the woodland dripline. Adjacent to the road connection between Malcom Street and Street A, Tree Protection Fencing should be installed along the limit of grading. Fencing must be installed and inspected by a Certified Arborist prior to construction and maintained during construction.
 - d) Aside from a minor 0.0190 ha encroachment, site grading will occur outside of the required 30 m wetland buffer.
 - e) Vegetation removal is recommended to occur outside of the breeding and nesting season for migratory birds as established by the Canadian Wildlife Service. The peak breeding period for birds in southern Ontario extends from approximately April 1 through August 31 (Government of Canada 2017).
 - f) Develop and implement an Erosion and Sediment Control Plan to the County's satisfaction prior to construction. Siltation control measures such as silt fencing, a mud mat at the construction entrance, and tree protection fencing are recommended.
 - g) Disturbed areas should be kept to a minimum and re-vegetated in a reasonable timeframe in order to minimize dust.
14. That the Subdivision Agreement between the Owner/Developer and the County of Brant contain provisions for the completion and maintenance of the works in accordance with the approved plans and reports noted in the Conditions of Draft Approval.
15. The Subdivision Agreement will include a requirement that the Owner/Developer shall ensure that no stockpiles of fill or any overland drainage patterns be altered on the west, east and south sides of the total holdings within 30 meters of the property boundary unless otherwise approved by the County. That all stockpiles shall be encircled with appropriate silt fence. The height of any stockpiles of fill shall not exceed 6 meters in height. Any stockpile with greater than a 2 to 1 slope shall be fenced and the areas posted as dangerous.
16. That the Subdivision Agreement shall require that the Owner/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 Subdivision Agreement.
17. The Subdivision Agreement shall require that, prior to registration of all or any part of the Subdivision, the telecommunications, natural gas supply, electrical utilities, Hydro One and any other public utility company are to advise the County that they are satisfied with the servicing arrangements between the Owner/Developer and the telecommunications, natural gas supply, electrical utilities and any other public utility company.
18. The Subdivision Agreement shall require that, prior to registration of the Subdivision, Canada Post is to advise the County that they are satisfied with the servicing arrangements between the Owner/Developer and Canada Post.
19. The Subdivision Agreements shall include the requirements of Bell Canada be satisfied prior to registration and final approval of all or any part of the Subdivision. To this end, the following matters are to be addressed:

- a) The Owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for Telecommunication services. Easements may be requires subject to final servicing decisions. In the event of any conflict with the existing Bell Canada facilities or easements, the Developer/Owner shall be responsible for the relocation of such facilities or easements.
20. That the Owner/Developer shall provide an overall plan showing the proposed building envelopes, existing and proposed wells and private sewage disposal bed envelopes for each lot prior to the issuance of any Building Permit. Such drawings shall be in compliance with the Ontario Building Code and to the satisfaction of the County of Brant.
21. That the Owner/Developer provides 5% cash-in-lieu of parkland dedication to the County of Brant in accordance with the Parkland Dedication Policy in the Official Plan. The value of the land will be determined by a certified appraisal at the expense of the Owner/Developer.
22. Prior to the final registration of all or any part of the Subdivision, the Owner/ Developer provide to the General Manager of Development Services through an 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 Zoning By-Law 61-16.
23. That the Owner/Developer is hereby advised that prior to commencing any work within the Plan, the Owner/Developer must confirm that sufficient wire-line communication/ telecommunication infrastructure is currently available within the proposed development. In the event that such infrastructure is not available, the Owner/Developer is hereby advised that the Owner/Developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure, the Owner/Developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e. 911 Emergency Services).
24. The Subdivision Agreement shall require that the Owner/Developer to deposit in digital format the Plan of Subdivision, to the satisfaction of the County.
25. Prior to the final registration of all or any part of the Development, the Owner/Developer's surveyor shall submit to the County horizontal co-ordinates of all boundary monuments for the approved Development to the satisfaction of the County.
26. The Subdivision Agreements shall require the Developer/Owner to deposit Mylars and digital copies 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.
27. The Subdivision Agreement shall include provisions for the completion and maintenance of works in accordance with the approved plans and reports set out in the Schedule or in the conditions of draft approval for the Development.
28. The Subdivision Agreement shall provide that each offer of purchase of all or any part of the Development 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;
 - b) That no buildings or structures, including but not limited to a single detached dwelling, accessory structure, fence, swimming pool or septic tank or tile bed, shall be erected on or over any easement required due to this Development;
 - c) That the purchaser on occasion may be subject to noise, odour and dust of agricultural origin due to the proximity of an existing agricultural operation; and
 - d) That an access easement in the favor of the property known as CON 1 PT LOT 5 (171 Oakland Road), be provided, if required.

29. The Subdivision Agreements shall include the following “warning clause” for Lots/Blocks along Oakland Road:
- a) Purchasers/tenants are advised that sound levels due to increasing road traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels may exceed the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks.
30. The Subdivision Agreement shall provide that each offer of purchase of all or any part of the Development shall contain a caution to the purchaser of the following:
- a) A detailed review of the Building Permit Application may impact the size of the house due to the setback requirements of the Building Code with respect to the location of septic, well, drainage features, stormwater management and other aspects.
31. The Subdivision Agreement shall include language to ensure that the Owner/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 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.
32. The Subdivision Agreement shall include the following engineering requirements, and that the County of Brant be satisfied prior to the registration and final approval of all or any part or all of the Development. To this end, the following matters are to be addressed:
- a) The Owner/Developer will be required to ensure that a sight distance consistent with County of Transportation Association of Canada’s (TAC) Geometric Design Guide for Canadian Roads (as amended) is provided and to allow for proper road drainage;
 - b) The Owner/Developer is to pay, for and install street lighting that is to be located along the proposed Yarek Street Extension and proposed Street A as required and to the satisfaction of the County.
 - c) Relocation of any existing infrastructure, such as but not limited to, hydro poles and telecommunication pedestals, shall be at the expense of the Owner/Developer;
 - d) That the Owner/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 Planting Species List and Recommended Boulevard Trees List, to the satisfaction of the County;
 - e) That the Owner/Developer delineate rear property lines between the proposed development (along the limits of the Oakland Settlement Boundary) and the existing agricultural operation to the west by way of a continuous fence line, plantings or combination of, to the satisfaction of the County of Brant.
 - f) That noise attenuation considerations be implemented through landscaping between the rear property line of Lots 8 & 9 and Oakland Road.
 - g) Approval of the drawings for the Development shall be in accordance with the Schedule and the draft conditions of approval of the Development and such requirement shall be included in the Subdivision Agreement and shall be consistent with the County’s Development and Engineering Standards to the satisfaction of the County of Brant;
 - h) The Geotechnical Investigation shall encompass all of the subject property including off site infiltration area and be to the satisfaction of the County and GRCA.
 - i) 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.

33. The Subdivision Agreement shall provide for the Owner/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 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 Subdivision Agreement, the Owner/Developer shall pay any and all such peer review costs incurred by the County to that date and, in the Subdivision Agreement, the Owner/Developer shall commit to paying all such peer review costs incurred by the County thereafter. In connection with these peer reviews, the County will provide the Owner/Developer with a schedule of peer review consultant rates and sufficient billing details for each peer review task.

34. No earth moving, tree removal, grubbing activities and any other site work shall be undertaken on the Development until the Owner/Developer has entered into the Subdivision Agreement or has received a Site Alteration Permit in accordance with the County of Brant Site Alteration By-Law. No servicing of the Development or any other work will be permitted without the execution and registration of the Subdivision Agreement which includes the provision for security and \$5.0 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. In order for the Owner/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 and GRCA (where required):
- a) Archaeological Potential Report and Assessment and proof that it has been accepted by the Province;
 - b) Detailed drainage and grading plan for the Development;
 - c) Interim stormwater control plan for the Development;
 - d) Erosion and sediment control plan for the Development;
 - e) Public Works permit;
 - f) Interim road care plan for Bannister Street, Malcom Street & improvement of Yarek Street;
 - g) Haul road designation if materials are to be removed from the Development;
 - h) Hydrogeological and Geotechnical reports;
 - i) Dust control plan;
 - j) Securities to address and implement any necessary measures noted in the above plans and reports;
 - k) Liability insurance; and
 - l) Tree Inventory and Preservation Report.
35. That, prior to any interim grading and servicing works under a Pre-Servicing Agreement under Condition 34, the Developer/Owner provides a full report on the archaeological significance of the Subject Lands and the County is advised by letter from the Ontario Ministry of Tourism, Culture and Sport that the Ministry is satisfied and has no objection to the development of the plan of subdivision or to its final approval for registration. Even if there is no Pre-Servicing Agreement under Condition 34, this requirement will also be addressed in the Subdivision Agreements.
36. Prior to any interim grading and servicing works under a Pre-Servicing Agreement under Condition 34, the Developer/Owner provides a Tree Inventory and Preservation Report to the County and evidence that the Trees Conservation Committee and/or Forester 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 no Pre-Servicing Agreement under Condition 34, this requirement will also be addressed in the Subdivision Agreements.
37. The Subdivision Agreements shall satisfy all of the County's requirements, financial and otherwise, concerning the provisions and installation of associated municipal works both within and external to the Subject Lands and may include but 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, drainage works, storm water management, fencing, parkland development, landscaping and other matters that may be specified by the County.
38. At any time prior to final approval of the Subdivision, the County may ask for additional information or material that the County may consider it needs.
39. County Development Charges and Surcharges are payable in accordance with the applicable County Development Charges By-Law, as amended from time to time.

40. The Subdivision 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 registration of the Subdivision, the Owner/Developer shall provide proof to the County that the requirements of the Environmental Protection Act have been complied with.
41. At least 90 days prior to final approval of the Development, the County of Brant is to be advised in writing, by the Owner/Developer, how conditions 1 through 42 have been satisfied.
42. That pursuant to Section 51 (32) of the Planning Act, draft plan approval, together with all conditions, shall hereby lapse in three years from the date of granting draft plan approval by the County of Brant, should final approval not be given.

NOTES TO DRAFT PLAN APPROVAL:

- a) *It is the Developer/Owner's responsibility to fulfill the conditions of draft plan approval and to ensure that the required clearance letters are forwarded to the County of Brant by the appropriate agencies.*
- b) *The final plan approved by the County of Brant must be registered within 30 days of final clearance by the County or the County may withdraw its approval pursuant to Section 51 (59) of the Planning Act.*
- c) *As noted as a condition, the County will require registration of the Subdivision Agreement against the subject lands, to which it applies, as notice to prospective purchasers.*
- d) *The Developer/Owner shall be responsible for notifying the County of Brant six (6) months in advance of the lapse date of its intention with respect to the extension of draft plan approval of the Residential Subdivision.*
- e) *For certainty, any reference to final registration of all or any part of the Subdivision shall refer to that portion of the lands which the Developer/Owner is seeking to have registered at that particular time and not the entirety of the lands owned by the Developer/Owner.*