

COUNTY OF BRANT CONDITIONS OF FINAL APPROVAL

PS3/16 (2500113 Ontario Inc. - Hugh MacNeil) – Green Farm Subdivision

Please note in these conditions of draft approval any reference to Owner, Developer or Applicant shall be interpreted as referring to Green Farm Subdivision.

That Draft Plan of Subdivision PS3/16/MD, from Development Engineering (London) Limited, agent for 2500113 Ontario Inc. (Hugh MacNeil), Owner of Concession 4, Part of Lots 18 and 19, former Township of Brantford, County of Brant, located at 299 and 301 Oakhill Drive to permit the development of the site as a plan of subdivision with twenty-four (24) lots for single detached dwellings be approved subject to the following conditions of draft approval:

1. 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.
2. The Subdivision Agreement shall include provisions that all easements and blocks required for road purposes, 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/dedicated by the Owner/Developer to the County of Brant or the appropriate authority at no cost to the County and free from all encumbrances.
3. The Development shall be developed on partial municipal services, including municipal water and storm water management practices; and, following receipt of notice from the County that there are no appeals of the draft approval of the Development, the Owner/Developer of the lands shall enter into a Subdivision Agreement with the County of Brant and satisfy all requirements, financial and otherwise, concerning the provisions and installation of all municipal services both within and external to the subdivision and including but not limited to municipal fees, design and construction of any required infrastructure, road works, underground services, storm water management, watermain, water services and securing the works and all other matters to be done, that may be required and specified by a letter of credit to the satisfaction of the County of Brant.

4. 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.
5. 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 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.
6. 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.
7. The Owner/Developer shall submit and receive final approval of the servicing plans including the connection and supply to the municipal water and fire service to the satisfaction of the County of Brant.
8. The Subdivision Agreement referred to in Condition 3 and 27 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.
9. That the Subdivision Agreement referred to in Condition 3 and 27 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.
10. The Subdivision Agreement shall require that the Owner/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, to the satisfaction of the County. Any planting materials shall be of native species in accordance with the County's Recommended Planting

Species list (August 2005) and Recommended Boulevard Trees list (July 13, 2010).

11. The Subdivision Agreement shall require that, prior to registration of all or any part of the Subdivision, the telecommunications, natural gas supply, electrical utilities 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.
12. The Subdivision Agreement shall include the requirements of Energy + Inc. 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/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 our 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 our conditions have been satisfied.
13. 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.
14. That the Owner/Developer shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada, to grant Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the Owner/Developer shall be responsible for the relocation of such facilities or easements.
15. That the Owner/Developer provide to Union Gas Limited the necessary easements and/or agreement required by Union Gas Limited for the provision of gas services for this project, in a form satisfactory to Union Gas Limited.
16. That the Owner/Developer shall provide an overall plan showing the building envelopes 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.
17. 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.
18. That the Owner/Developer provides a list showing all lot frontages and lot areas to assess compliance with the zoning by-law requirements. This list shall be prepared and certified by a qualified Ontario Land Surveyor.
19. 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).

20. The Subdivision Agreement shall require that the Owner/Developer to deposit in digital format the Plan of Subdivision, to the satisfaction of the County.
21. 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.
22. 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.
23. 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; and
 - 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.
 - d. That the purchaser on occasion may be subject to noise due to the proximity of the existing Airport.
24. 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.
25. The Subdivision Agreement shall include the following engineering requirements, in consultation with the GRCA, 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 shall ensure that any sight distance restraints on Greens Road as shown on the plans for the Development, onto the County

road allowance are to be relocated or removed in order that a sight distance consistent with County of Brant By-Law 45-12 (as amended) for Lots fronting Greens Road is available in both directions.

- b. The Owner/Developer shall ensure that any sight distance restraints on Greens Road as shown on the plans for the Development, onto the County road allowance are to be relocated or removed in order that a sight distance is consistent with the Geometric Design Standards (TAC) at the intersection of Street A and Greens Road.
- c. The Owner/Developer will be required to regrade the frontages of the Subject Lands to ensure that a sight distance consistent with County of Brant By-Law 45-12 (as amended) is provided and to allow for proper road drainage;
- d. Road widening across the entire frontage of the subject lands will be required to the satisfaction of the County;
- e. Relocation of any existing infrastructure, such as but not limited to, hydro poles and Bell pedestals, shall be at the expense of the Owner/Developer;
- f. The Owner/Developer will be required to provide and install underground services to the development and reconstruct the Greens Road as part of the servicing of the Development, to the satisfaction of the County, the cost of all of which shall be at the sole expense of the Owner/Developer;
- g. 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, to the satisfaction of the County;
- h. 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;
- i. The Owner/Developer be required to realign the existing storm water conveyance channel on Block 16, 2M-1921 to the satisfaction of the County;
- j. The Owner/Developer shall design and construct to the County's satisfaction;
 - i. All on-site and off-site water supply and conveyance system facilities capable of servicing the Development. In the Subdivision Agreement the Owner/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 Subdivision Agreement and until such facilities are accepted and assumed by the County under the terms of the Subdivision Agreement. If necessary, as determined by the County, the County will install, operate, maintain these some or all of such facilities services at the Owner/Developer's cost and if this is necessary the Owner/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 Subdivision Agreement.
 - ii. All on-site and off-site storm water management systems servicing the Development. In the Subdivision Agreement the

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

26. The Subdivision Agreement shall provide for the Developer/Owner'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.
27. 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. 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, including Environmental Certificates of 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 Development. 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:
 - a. Detailed drainage and grading plan for the Development;
 - b. Interim stormwater control plan for the Development;
 - c. Erosion and sediment control plan for the Development;
 - d. Interim road care plan for Greens Road ;
 - e. Haul road designation if materials are to be removed from the Development;
 - f. Hydrogeological and Geotechnical reports;
 - g. Water Distribution System Model update in support of this Development;
 - h. Dust control plan;
 - i. Securities to address and implement any necessary measures noted in the above plans and reports; and
 - j. Liability insurance.

28. That the Owner/Developer be required to pay to the County their apportioned monetary contribution for the road improvements at the intersection of Colborne Street West & Forced Road/Pleasant Ridge Road.
29. 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.
30. County Development Charges and Surcharges are payable in accordance with the applicable County Development Charges By-Law, as amended from time to time.
31. 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 27 have been satisfied.
32. 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:

1. It is the Owner/Developer'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.
2. 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.
3. 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.
4. The Owner/Developer 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.