



Planning and Development Committee Minutes

Date: Tuesday, February 2, 2021

Time: 6:00 p.m.

Place: Electronic Participation Only

Present: Mayor Bailey, Councillors Wheat, MacAlpine, Laferriere, Howes, Bell, Peirce, Chambers, Miller, Coleman and Gatward

Staff: Bradley, Zuidema, Duesling, Vaughan, Boyer, Cummins, Namisniak, Kitchen, Kortleve, Wyszynski and Crozier

Councillor Miller in the Chair.

Approval of Agenda

Moved by – Councillor Coleman

Seconded by – Mayor Bailey

That the Planning and Development Committee agenda and addendum for February 2, 2021 be approved.

Carried

Approval of Minutes

Moved by – Councillor Peirce

Seconded by – Councillor Laferriere

That the Planning and Development Committee minutes of January 12, 2021 be approved.

Carried

Public Hearings Under the Planning Act to Receive Information from the Public

ZBA44/20/DN - (Losani Homes (1998) Limited, Rest Acres Road, Tom Brown Drive and Lydia Lane (Blocks 97, 98, 99 – RP 2M-1956)

Dan Namisniak, Planner, reviewed the application, which is presented to receive information from the public prior to staff's detailed analysis.

In response to questions from members of the Committee, he explained the concept of a complete community, noting it is identified in the Growth Plan for the Greater Golden Horseshoe, and outlined the heights and locations of apartment buildings that are proposed to be constructed along Rest Acres Road. He further responded that staff generate the public

notices based on the current owners of the land within 120m of the property and that the applicants would be required to assist in identifying those who have purchased lots but have not assumed ownership of them, highlighting that multiple notices were posted on site.

He clarified that the applicants are not requesting an increase in height for the low-rise apartment building and back-to-back townhouses from what is currently permitted, and that the correspondence received by the County regarding the application has been forwarded to the applicants.

In discussion, concern was raised that proposed amendments that would remove the mix of commercial development on the subject lands is contrary to the concept of a complete community, as well as concern with the disconnect between those who have purchased lots within the subdivision but were unable to receive notice of the application and public meeting.

Dave Aston, MHBC Planning, Agent

D. Aston made a presentation outlining the current zoning and policies applicable to the subject lands and outlined the application to amend the current zoning on the site to permit back-to-back townhomes. He explained that the zoning by-law amendment is required due to the prescriptive nature of the definitions in the County Zoning By-law which would not permit the development of the site with back-to-back townhouses, further noting that they are proposed to be within the same height of the currently permitted townhouses and same coverages for setbacks and parking. He further indicated that commercial uses are to be maintained in Block 99, site plan control will be required for each of the 3 blocks, and that no additional units are proposed from those approved in the plan of subdivision.

In response to questions from the Committee, he provided the following responses:

- There is no proposed increase in the unit count from the approved plan of subdivision, noting that there are 100-120 units permitted in Block 97, 30-40 for Block 98, and 16 residential and commercial units in Block 99;
- He indicated that the back-to-back townhouses permit a more efficient use of the land, notably based on the dimensions of Block 97, and they require the same amount of parking and the same height as the currently approved townhouses;
- The application was brought forward to meet market demand, and to incorporate the back-to-back townhouses which they believe are the best design and efficient use of the subject lands, although other uses such as stacked townhouses could be also be developed;
- Visual renderings of the proposed changes can be prepared and circulated in advance of the next meeting on the application;
- He has forwarded the concerns of local residents regarding the cleanliness of the subdivision under construction to representatives of Losani Homes;
- The proposed Zoning amendment would permit Block 99 to be built exclusively for residential purposes, and the current zoning provides for the ability to build exclusively for a commercial building, or to mix residential uses with a commercial building.

Members of the Public

Samantha Lee, 5 Edgar Place

S. Lee made a presentation outlining concerns with the proposed zoning amendment. She highlighted that most individuals purchasing homes in the subdivision did so with the understanding that a commercial component would be included on Block 99, noting that the

importance of having walkable communities and the ability to support small local businesses has been highlighted by the COVID-19 pandemic. She expressed concern with the form of the townhouses noting that they are located on the higher portion of the subdivision and will overshadow the current 2 storey homes and indicated that there are better locations for low and high rise apartment buildings in the Rest Acres Road corridor. As well, she noted that changes to the intersections of Rest Acres Road to Edgar Place and Tom Brown Drive have created additional traffic.

She further indicated her concern with the lack of public notice particularly for those who have purchased lots but have not yet assumed ownership noting they would not have received notice of the proposal even within the 120m circulation radius, along with concerns over the size of the signs posted on site. She expressed concern with the applicant requesting further changes to the current permitted uses and requested that the proposal not be supported by Committee and Council.

Allen Volterman, 9 Vic Chambers Place

A. Volterman made a presentation outlining concerns with the proposal. He explained that the proposed changes are quite different from what is currently permitted and what was expected to be constructed when they moved into their home. He indicated his knowledge of back-to-back townhouses from other communities suggesting that they do not provide value to the community and are a means for developers to maximize the housing on their lands, and that the existing community is not in support of their construction. He further questioned the addition of rental units to the area highlighting that many of the already constructed townhouses are currently being rented by their owners which has created on-street parking issues amongst other potential issues, and requested confirmation as to whether the proposed townhouses would have basements, noting that should they not they will contribute to parking issues with the loss of garage space.

He further highlighted his concern with potential property devaluation as a result of the proposal, including should rental units be available above the commercial buildings and the lack of green space included in back-to-back townhouses as concerns. He further noted his concern with the proposal being made while many who have purchased a lot but have not assumed ownership and could be unaware of the proposed changes.

Dave Aston, MHBC Planning, Agent

In response to questions from members of the public, D. Aston responded that the proposed townhouses are to be slab on grade and not have a basement, and that no traffic study was required as the unit counts are not proposed to be increased from the approved numbers.

Committee Consideration

In discussion, concerns were expressed with the ability of Committee and the public to assess the visual representations and any amendments to the proposal provided by the applicant in advance of the meeting to consider the staff recommendation. As well, further concern was expressed with the actions taken by the applicant during the development of the subdivision, and with site cleanliness as indicated by members of the public.

In response to questions from the Committee, D. Namisniak noted that a public meeting organized by the applicant can be requested to provide an interim update on the proposal prior to the next time it is presented with staff's recommendation on the application.

Moved by – Mayor Bailey
Seconded by – Councillor Howes

That the presentations made regarding application ZBA44/20/DN be received as information and referred to staff for further analysis.

Carried

Public Hearings Under the Planning Act to Consider Staff Recommendations

ZBH04/20/JK- (The Corporation of the County of Brant, 50 High Street)

Jessica Kitchen, Planner, reviewed the application. In response to questions from Committee, Rob Walton, General Manager of Operations, clarified that the 35 units for this development were previously provided sanitary servicing allocation and there are no constraints for this project. J. Kitchen also responded that sufficient parking will be provided through the site plan process, and that areas for social development can be explored.

Members of the Public

None.

Committee Consideration

In response to questions from the Committee, Michael Bradley, Chief Administrative Officer, highlighted that the removal of the holding provision is the first step in several measures that will be brought forward for Council's consideration regarding the project in the coming months.

Moved by – Councillor Wheat
Seconded by – Councillor MacAlpine

That application ZBH04/20/JK initiated by the Corporation of the County of Brant, owner of lands described as Plan 81, Block T, Part Lot 6, in the geographic Township of South Dumfries, County of Brant, located at 50 High Street, to amend Zoning By-Law 61-16 by removing the holding provision from the current zoning to allow for a low-rise apartment dwelling consisting of 35 units dedicated to seniors and those with physical disabilities, similar to the existing structure on site, and to provide for the maximum 60 units which was initially proposed on the site, be approved;

And that the reasons for the approval of application ZBH04/20/JK are as follows:

- The proposed changes are consistent with the Planning Act,
- The proposed changes are consistent with the Provincial Policy Statement (2020),
- The proposed changes are in conformity with the policies of the Growth Plan for the Greater Golden Horseshoe (2020),
- The proposed changes are in conformity with the policies of the County of Brant Official Plan (2012), and,
- The proposed changes are in conformity with the policies of the County of Brant Zoning By-Law 61-16.

Carried

ZBA35/20/AW - (Gedco Excavating Ltd., 485 Paris Road)

Amanda Wyszynski, Planner, reviewed the application. In response to a question, she noted that the site topography and the recommended setbacks will prevent the stockpiles from being visible from Powerline Road and Paris Road.

Dave Aston, MHBC Planning, Agent & Jamie De Dominicis, President, Gedco Excavating Ltd. Applicant

D. Aston made a presentation outlining the application and the revisions made to the original plan based on feedback received at the initial public meeting. He explained that the crushing will be completed by a mobile crushing unit that will be brought onto the site approximately 1-3 times per year based on the material available. As well, he clarified that there will be no benefit to operating the crusher without sufficient material to do so, and that it will be operated during the permitted operating hours. He outlined the dust mitigation measures that have been prepared for not only the crushing operation but for other business activities and vehicle movements. He further noted that the dust mitigation plan accounts for the concerns of the adjacent landowner who has raised concerns with the application by locating the stockpile and crushing operations to the rear of the property.

In response to a question from a member of Committee, he noted that the applicant will work to limit dust on the site and respond to any complaints received directly or by the County.

Members of the Public

None.

Committee Consideration

Moved by – Councillor Coleman

Seconded by – Councillor Peirce

That application ZBA35/20/AW, received from MHBC Planning on behalf of Gedco Excavating, owner of lands described as Part Lot 20, Concession 1, RP 2R425 Part 2, in the geographic Township of Brantford, County of Brant, and located at 485 Paris Road, to rezone the subject lands from Heavy Industrial (M3) to Heavy Industrial Special Exception (M3-26) to include an aggregate recycling facility as an additional permitted use, be approved with the following site specific provisions:

- An aggregate recycling facility shall be defined as “means the use of the premises for the recycling, by way of crushing, grinding, blending, and screening, of nonhazardous aggregate by-products such as concrete, asphalt, bricks, glass, and ceramics. This use includes the storage/stockpiling of incoming material awaiting processing and the storage/stockpiling of processed material awaiting shipment. This use does not include a central mixing, batching or any other facility/plant for the production of asphalt and concrete.”
- That any crushing equipment be located a minimum of 35 metres from each interior side lot line.
- That any crushing equipment be located a minimum of 25 metres from the rear property line, and within a maximum of 120 metres from the rear lot line.
- That any stock piles or finished product piles be located a minimum of 25 metres from each interior side yard setback.
- That any stock piles or finished product piles be located a minimum of 25 metres from the rear property line, and within a maximum of 120 metres from the rear lot line.

And that the reasons for the approval of application ZBA35/20/AW are as follows:

- The application is consistent with the Provincial Policy Statement (2020).
- The application conforms to the policies of the Growth Plan for the Greater Golden Horseshoe (2020).

- The application is in conformity with the general intent of the policies of the County of Brant Official Plan (2012); and,
- The application maintains the intent of the County of Brant Zoning By-Law 61-16.

Carried

CDM01/20/RC & ZBA32/20/RC - (Pinevest Homes (Cedar East) Inc., 40, 46, and 56 Cedar Street)

Ryan Cummins, Planner, reviewed the application.

In response to questions regarding the status of the reconstruction of and improvements to Cedar Street, Rob Walton, General Manager of Operations, indicated that the funds have been included in the 2021 budget and that the Class EA is nearing completion.

Nancy Frieday, GSP Group, Agent

N. Frieday noted that the applicant agrees with the recommendations of the staff report and conditions of draft plan approval for the vacant land condominium and they are available to answer any questions.

Members of the Public

Mark Spong, 52 Cedar Street

M. Spong noted that his property is adjacent to the subject lands and highlighted that the property line between the properties is lined with semi-mature trees. He noted his desire for the trees to be maintained both during the development and following the completion of the development and its assumption by the condominium management.

Nancy Frieday, GSP Group, Agent

In response to Mr. Spong's presentation, N. Frieday noted that there is a condition in the draft plan of approval for a tree saving plan which is still to be prepared and agreed that the trees are benefit to both parties.

Bob Stewart, Pinevest Homes, Applicant

B. Stewart further noted that they are aware of the trees along the property line and that the stormwater management plan accounts for them, with the infiltration galleries and swales designed to avoid root damage and to collect the drip line of the trees, and that he would be happy to meet with Mr. Spong on site.

Committee Consideration

Moved by – Councillor Bell

Seconded by – Councillor Wheat

That application ZBA32/20/RC received from GSP Group Inc., agent on behalf of Pinevest Homes (Cedar East) Inc., owner of lands described as Part Lot 10, Concession 1, RP 2R-332 Part 2, RP 2R-7753 Part 4 and Part Part 3, in the geographic Township of Brantford, County of Brant, and located at 40 Cedar Street, 46 Cedar Street, and 56 Cedar Street, to rezone subject lands from Residential Singles (R1) to Special Exception Residential Singles (R1-55) to permit an increased dwelling lot coverage from 40% to 45%, and to establish criteria for development within a private street condominium, be approved;

That application CDM01/20/RC received from GSP Group Inc., agent on behalf of Pinevest Homes (Cedar East) Inc., owner of lands described as Part Lot 10, Concession 1, RP 2R-332 Part 2, RP 2R-7753 Part 4 and Part Part 3, in the geographic Township of Brantford, County of Brant, and located at 40 Cedar Street, 46 Cedar Street, and 56 Cedar Street, seeking draft plan approval for a Plan of Vacant Land Condominium with 20 lots for single-detached units, be approved subject to the following draft conditions:

1. That this approval applies to the "Cedar Lane" Draft Plan of Condominium, for lands described as 40, 46 & 56 Cedar Street, County of Brant, in the geographic former Town of Paris, prepared for by GSP Group Inc, dated January 21, 2021, containing up to 20 residential units on 1.32 hectares of land and common elements.
2. The Development shall be developed on municipal water, wastewater and stormwater services; and, following receipt of notice from the County that there are no appeals of the draft approval of the Condominium the Developer shall negotiate with the County, in the Agreement, financing arrangements which are satisfactory to the County and under which all costs associated with the design and construction of any required infrastructure are to be paid for by the Developer.
3. That, prior to commencing any earth moving, tree removal, grubbing activities and any other site works on the subject lands, the Owner of the lands enter into Agreements with the County of Brant, and satisfy all requirements, financial and otherwise, concerning the provisions and installation of all services both within and external to the condominium and including but not limited to securing the works to be done by a letter of credit, municipal fees, development charges, road works, underground services, erosion control, geotechnical stabilization, storm water management, fencing, parkland dedication, tree removal including grubbing and all other matters that may be required and specified to the satisfaction of the County of Brant. The Agreements shall also contain provisions for the completion and maintenance of the works in accordance with the approved plans and reports noted in Conditions 7 and 15. The Agreements shall also contain clauses which have the effect of restricting the activities of and/or provide warning to the unit owners on such things, but not limited to, the extent of municipal services provide to the condominium and surrounding area, the size of the dwelling units and the effects of the surrounding land uses. No servicing of the Plan of Condominium or any other work will be permitted without the execution and registration of the Agreement which includes provision for security, public liability insurance and all required provincial and agency approvals, to the satisfaction of the County of Brant.
4. That, prior to any interim grading under a Development Agreement under Condition 3, the Owner provide to the County evidence that the Trees Conservation Committee and/or Forester for the County is satisfied with the tree preservation plan for the Subject Lands. Such a plan 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.
5. That, with the written authorization of the County of Brant, any Agreement between the Owner and the County of Brant be registered by the Owner 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.
6. That, all easements and blocks required for utilities, servicing, roads and drainage purposes, both internal and external to the condominium, be granted and conveyed by the Owner to the County of Brant or the Condominium Corporation or the

appropriate authorities and/or for nominal consideration free and clear of all encumbrances.

7. That, the requirements of the County of Brant be satisfied prior to registration of the Agreement and final approval of the Plan of Condominium. To this end, the Owner may be required to address the following matters:
- (i) The Owner shall obtain all required Ministry approvals prior to the commencement of any works referred to in Condition 3.
 - (ii) The Owner shall provide, maintain, repair and replace private stormwater management infrastructure to provide for the collection and management of surface waters originating on and are passing through the land in perpetuity.
 - (iii) The Owner agrees to permit the County to enter the land to inspect all private stormwater management infrastructure for the purposes of verifying that storm flows are controlled on site, as intended.
 - (iv) The Owner agrees to be responsible for remediation of all surface repairs relative to water servicing.
 - (v) The Owner is responsible for the routine maintenance and inspection of private stormwater management infrastructure, including inspection and removal and disposal of accumulated waste. Further, the Owner is responsible to perform maintenance inspections and reporting as per the applicable ECA, as set forth by the Ministry.
 - (vi) The Owner will submit to the County, upon written request, detailed records of routine maintenance and inspection of private stormwater management infrastructure.
 - (vii) The Owner acknowledges that services located on private property do not necessarily meet the County's minimum requirements for municipal infrastructure. All storm and sanitary services and appurtenances located on private property are to be owned and operated in perpetuity by the Condominium Corporation.
 - (viii) The Owner agrees that the County has the right to enter upon the subject lands from time to time to ensure that the terms of the Agreement and any zoning bylaw amendment duly adopted by the County are being fully complied with. The Owner agrees that all deficiencies shall be corrected forth with to the satisfaction of the County.
 - (ix) Relocation of any existing infrastructure, such as hydro poles and bell pedestals, shall be at the expense of the Owner.
 - (x) That wording is to be included in the Condominium Declarations that speaks to the Condominium Corporation being responsible for the maintenance of all common elements, including but not limited to, the private road, the stormwater management systems, noise attenuation fences (if required) and sanitary services and appurtenances.
 - (xi) In regards to the design of the private road, which is to be designed in accordance with the Ontario Building Code, as it relates to adequacy for emergency vehicles, the County's Fire Department needs are to be addressed.
 - (xii) The erosion and siltation control plan and storm water management system design is to be to the satisfaction of the County and GRCA.
 - (xiii) That the Owner is responsible for the maintenance of the Etobicoke Galleries and the Rear Yard Infiltration Galleries.
 - (xiv) Should road side vegetation and/or municipal infrastructure and/or utilities require removal and/or relocation to improve sight lines for the proposed entrance, all costs associated with the removal and/or relocation of the

- vegetation, municipal infrastructure and/or utilities shall be borne by the Owner and completed to the satisfaction of the County.
- (xv) The paved, internal private road system, which is situated on land to be owned by the Condominium Corporation, shall be no less than 7.0 metres wide.
 - (xvi) Approval of the drawings for the Development shall be in accordance with this Schedule and the draft conditions of approval of the Condominium and such requirement shall be included in the Public Works Permit and shall be consistent with the County's Development and Engineering Standards and good engineering practices.
 - (xvii) That the Owner prepares, submits and obtains approval of a Public Works Permit, to the satisfaction of the County, prior to any works commencing within the municipal road allowance.
8. That the Owner be responsible for the payment of monies owed to the Developer of the Heather Meadows Country Estates Subdivision (2M-1873), as per Schedule "H" – List of Monies Payable to the Developer. To this end, the monies owed is based on the cost per metre of frontage being \$95.57. As the subject development has a frontage of 69.66 metres (Reference Plan 2R-8470), the total monies owed from the applicant to the developer of the Heather Meadows Country Estate Subdivision are \$6,657.41.
 9. That the Owner is responsible to contribute costs towards the extension of water and wastewater services, and reconstruction of Cedar Street to accommodate the construction of the private road entrances.
 10. That the Owner shall provide confirmation of the Release & Abandonment of the existing easement on the Subject Lands shown as Parts 2 & 5, 2R-5966.
 11. That any Agreement required by Conditions 2 and 3 contain provisions that the storm water management system, snow maintenance and collection of garbage and recycling within the Plan of Condominium are to be the sole responsibility of the Condominium Corporation and not the County, in perpetuity. If the Owner is desirous of obtaining County garbage and recycling pickup services, this is to be negotiated following the full build out of the subject lands, to the sole satisfaction of the County of Brant.
 12. The Owner will be required to reconstruct to the satisfaction of the County the Cedar Street road allowance as part of any approved servicing of the Development the cost of all of which shall be at the sole expense of the Owner.
 13. That, the Owner satisfies the County of Brant's parkland dedication requirements in accordance with the provisions of the Planning Act by providing 5% cash-in-lieu of the value of the land on the day before the draft approval of the condominium. The value of the land will be determined by a certified appraisal at the expense of the Owner. If the County does not agree with the appraisal then the County may engage the services of a certified appraisal and the Owner will pay for the cost of the appraisal by the County.
 14. The Agreement shall include provisions for the completion and maintenance of the works in accordance with the approved plans and reports set out in this Schedule or in the conditions of draft approval for the Plan of Condominium.
 15. That, the Owner develop and implement a landscaping plan for the development's streetscape and interface with abutting residences to the satisfaction of the County.

All landscape materials shall be native Species in accordance with the County's Recommended Plant Species.

16. That, prior to the final registration of all or any part of the Condominium, the Owner 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 Zoning By-Law, if required.
17. The Agreement shall require that prior to any servicing of the Development, the Owner shall inform the County which telecommunications, natural gas supply, electrical utilities and any other public utility company will be installing what services for the Development.
18. The Agreement shall require that, prior to the registration of all or any part of the Plan of Condominium, the telecommunications, natural gas supply, electrical utilities and any other public utility company or to advise the County that they are satisfied with the servicing arrangements between the Owner and the telecommunications, natural gas supply, electrical utilities and any other public utility company.
19. At any time prior to final approval of the Plan of Condominium, the County may ask for additional information or material that the County may consider it needs.
20. That the Owner enters into an Agreement with the County prior to any signage being established on the Development. All required signage shall be designed, installed and thereafter maintained in accordance with the County of Brant sign By-Law.
21. That the Owner provides a report that all outstanding issues related to a building permit have been resolved to the satisfaction of the Chief Building Official, if required.
22. The Agreement shall provide that each offer of purchase of all or any part of the Subject Lands shall contain a caution to the purchaser that no alteration of the drainage plan for the property or surrounding properties is permitted without the express written approval of the County.
23. That the Owner provides a detailed engineering report prepared by a qualified consulting engineer, documenting the above and underground servicing and other matters deemed necessary by the County, which will ensure the future purchasers a reasonable and adequate maintenance free period for the condominium's common elements. To this end, the installation of services, drainage, landscaping and other fixtures and amenities, have been undertaken as per the registered Agreement.
24. That, prior to registration of the Plan of Condominium, the Owner provides a report that all fire protection works and routes are to the satisfaction of the County's Fire Department.
25. That, the Agreement shall provide for the 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 relating to the Development, and possible off-site impacts related to such infrastructure on the surrounding neighbourhoods. At the time of the execution of the first of the Agreement, the Owner shall pay any and all such peer review costs incurred by the County to that date and, in the Agreement, the Owner 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 with a schedule of peer review consultant rates and sufficient billing details for each peer review task.
26. That, prior to registration of the Plan of Condominium, the Owner is to provide details

on the structure of the Condominium Corporation and how its declarations address all matters related to the above mentioned Draft Plan Conditions and Agreement. The Condominium Corporation is to be registered in the Land Registry Office.

27. County Development Charges and Surcharges are payable in accordance with the applicable County Development Charges By-Law, as amended from time to time.
28. That the Owner shall lodge with the County an irrevocable Letter of Credit, cash or certified cheque in favour of the County, in an amount equal in the aggregate to (1) 50% of the estimated cost of all site works, excluding buildings, and (2) 100% of all works performed in the municipal road allowance to a maximum limit of \$250,000.00. Securities shall be required for municipal water servicing infrastructure to be located within the subject lands, which shall be calculated at a rate of 100% of all works associated with same.
29. That, the Declarations include advisories that the Condominium Corporation is solely responsible for private storm water systems and appurtenances, snow removal, garbage and recycling collection within the Plan of Condominium at their expense and will not be the responsibility of the County, in perpetuity. If the Owner is desirous of obtaining County garbage and recycling pickup services, this is to be negotiated following the full build out of the subject lands, to the sole satisfaction of the County of Brant.
30. That, the Agreement shall require the Owner to deposit Mylar's and digital discs of the Condominium and to the satisfaction of the County.
31. That, prior to the final registration of all or any part of the Condominium, the Owner's surveyor shall submit to the County horizontal co-ordinates of all boundary monuments for the approved Condominium to the satisfaction of the County.
32. That, prior to the final registration of all or any part of the Condominium, the Cedar Street Class EA be finalized to the satisfaction of the County of Brant.
33. That a "Tree Survey and Protection Report including a Tree Retention and Replacement Plan" be prepared and implemented as part of the Landscape Plan, to the satisfaction of the County of Brant.
34. That, at least 60 days prior to final approval of the Plan of Condominium, the County of Brant is to be advised in writing by the Owner, with a "Request to Register" documentation book how Conditions 1 through 29 have been satisfied.
35. That, pursuant to Section 51 of the *Planning Act*, draft plan approval, together with all conditions, shall hereby lapse in three (3) 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:

- i) It is the 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.
- ii) 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 of the *Planning Act*.
- iii) As noted as a condition, the County will require registration of the Condominium Corporation and its Declarations are to be registered in the Land Registry Office, to which it applies, as notice to prospective purchasers and/or mortgagees.

- iv) Each offer of purchase of property within the Plan of Condominium shall contain a notice to the purchaser that the watermains and appurtenances, sanitary sewers and appurtenances, storm sewers and appurtenances, snow maintenance and collection of garbage and recycling within the Plan of Condominium are to be the sole responsibility of the Condominium Corporation, in perpetuity. If the Owner is desirous of obtaining County garbage and recycling pickup services, this is to be negotiated following the full build out of the subject lands, to the sole satisfaction of the County of Brant.
- v) The Owner shall be responsible for notifying the County six (6) months in advance of the lapse date of its intention with respect to the extension of draft plan approval of the Condominium.

And that the reasons for the approval of applications CDM01/20/RC and ZBA32/20/RC are as follows:

- The applications are consistent with the Provincial Policy Statement (PPS), 2020, and conforms to the policies of the Growth Plan for the Greater Golden Horseshoe (Growth Plan), 2020.
- The applications conform to the policies of the County of Brant's Official Plan (2012) to permit the proposed Zoning By-Law Amendment.

Carried

PS02/13/MD & ZBA06/13/MD - (Lauderdale Developments Inc., Willowdale Street and Dalewood Avenue)

Ryan Cummins, Planner, reviewed the application, noting that the Director of Environmental Services has indicated that sufficient now exists in the Airport Water Supply System to provide water services to the development.

Bob Phillips, Rob van Poorten, & Joe Cohoon, J.H. Cohoon Engineering Limited, Agent

B. Phillips outlined the application and noted that the delay in the application proceeding provided an opportunity to resolve other issues with the development. He indicated they will work through the draft plan of subdivision conditions to move the project forward.

Members of the Public

None.

Committee Consideration

In response to questions from Committee, it was noted that there is a small sanitary sewage system in the Airport area with limited capacity, and while the boundary adjustment agreement with the City provided an opportunity to expand the capacity of that system it is for non-residential uses only.

Moved by – Councillor Coleman

Seconded by – Councillor Gatward

That application ZBA06/13/MD received from J.H. Cohoon Engineering Limited, on behalf of Lauderdale Developments Inc., applicant/owner of lands described as Part Lot 17, Concession 4, in the geographic Township of Brantford, County of Brant, located on Willowdale Street and Dalewood Avenue, to rezone the subject lands from Agricultural (A) to Suburban Residential (SR), Open Space (OS1) and Institutional (N1) to permit the development of a residential

subdivision which includes thirty-five (35) single detached dwellings and a storm water block, be approved;

That Application PS02/13/MD received from J.H. Cohoon Engineering Limited, on behalf of Lauderdale Developments Inc., applicant/owner of lands described as Part Lot 17, Concession 4, in the geographic Township of Brantford, County of Brant, located on Willowdale Street and Dalewood Avenue to allow for a residential plan of subdivision 35 single detached dwellings, a stormwater management block and school park block be approved, subject to the following Conditions of Draft Plan Approval;

1. That at the time of registration, the Developer conveys Blocks 37 (SWM Pond); Blocks 39-43 inclusive (0.3 metre reserves). An additional 0.3 metre reserve is required along the west limit of Lot 1 from Block 43 to the south-west angle of Lot 1.
2. That at the time of registration, the Developer conveys Block 38 (School Park) to the Brant Haldimand Norfolk Catholic District School Board, to the satisfaction of the BHNCD SB.
3. 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 mg/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.
4. 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.
5. That the Developer provide the necessary easements and/or street dedications to the County for road improvements and/or the extension of services from this subdivision to the limits of their property at such time as requested by the County.
6. 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.
7. 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.
 8. 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.
 9. 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.
 10. The Owner/Developer shall submit and receive final approval of the servicing plans including the connection and supply to the municipal water and fire services to the satisfaction of the County of Brant.
 11. 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.
 12. 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.
 13. 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).

14. 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.
15. 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.
16. 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.
17. 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. Further, the applicant shall confirm that sufficient wire-line communication/telecommunication infrastructure is available. In the event that such infrastructure is unavailable, the Developer shall be required to pay for the connection to and/or extension of the existing communication/ telecommunication infrastructure.
18. 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.
19. 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.
20. 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, and will be based on the value of the land on the day prior to the issuance of draft plan approval.
21. 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.

22. 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).
23. The Development Agreements shall include the requirements of the County 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/Owner 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/Owner, be required to reconstruct all roads to the satisfaction of the County of Brant if installing underground services. The cost of the rehabilitation of the roads and the installation of services beyond those which are accounted for the Development Charges Background Study will be the sole financial responsibility of the Developer.
 - c. The Developer/Owner is to pay, for and install street lighting that is to be located along the proposed streets and external existing streets, as required and to the satisfaction of the County.
 - d. The Developer/Owner will be required to regrade 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.
 - e. The Developer/Owner will be required to provide and install underground services (including the burial of existing hydro services or new hydro services required for the development) to the satisfaction of the County.
 - f. 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 Stormwater Management Pond and/or LID infrastructure.
 - g. That prior to the registration of the Plan, the Developer/Owner is to provide a traffic assessment on the anticipated traffic volume impacts to the surrounding road network as a result of development, to the satisfaction of the County.
 - h. The Developer/Owner shall be responsible for providing the County with the necessary data, in a format required by the County, to ensure compliance with PSAB 3150 and the County's Asset Management Plan.
 - i. 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 Subdivision Agreements and shall be consistent with the County's Development and Engineering Standards and good engineering practices.

24. The Subdivision Agreement shall require that the Owner/Developer to deposit in digital or hard copy format the Plan of Subdivision, as required by the Land Registry Office, 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 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.
27. 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, and vibration due to the proximity of an existing airport.
 - d. That any additional warning clauses, as required in the recommendations of an accepted noise study, shall be implemented as required, to the satisfaction of the County.
28. 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.
29. 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 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;
 - b. 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;
 - c. The Owner/Developer will be required to provide and install underground services to the development and reconstruct the Willowdale Street and Dalewood Avenue 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;
 - 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, to the satisfaction of the County;

- e. 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;
 - f. 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.
30. The Subdivision Agreement shall require that the following environmental requirements, in consultation with the County and 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. Prior to any site preparation, topsoil removal, grading, tree cutting or vegetation removal, the Developer/Owner shall prepare a Tree Inventory, Preservation, and Planting Plan to the sole satisfaction of the County and GRCA. The Tree Inventory, Preservation and Planting Plan shall clearly establish: what areas, if any, are to be protected from development; tree preservation measures such tree preservation signage, sediment and erosion control fencing, and tree protection fencing; what areas are to be developed; and a planting plan for new tree plantings. Even if there is no Pre-Servicing Agreement, this requirement shall also be addressed in the Subdivision Agreements.
 - b. Prior to any land clearing, grading or other site alteration, the Developer/Owner shall install protective fencing, to the sole satisfaction of the County within the Subject Lands to ensure no disturbance of watercourses, valleys, and vegetation and to be retained.
 - c. Vegetation clearing associated with subdivision construction shall be in compliance with the Migratory Birds Convention Act, as amended or updated to

the date of the execution of any Development Agreements, in that no clearing of vegetation occur on site is to occur during the bird breeding season (April 1 to August 31) unless it can be ascertained by a qualified expert to the sole satisfaction of the County that no birds covered by the Act are observed to be breeding within or adjacent to the affected area.

- d. The Development Agreements shall include that prior to the issuance of occupancy permits for the adjoining lots, the Developer/Owner shall install a 1.5m black vinyl chain link fence and educational environmental signage, to the sole satisfaction of the County, along the north property boundary of the lots adjacent to the County owned Creek Block.
 - e. The Development Agreements shall include that the Developer/Owner prepare and include in all Agreements of Purchase and Sale, to the sole satisfaction of the County, a Homeowner Environmental Stewardship Brochure describing the natural attributes of the area and the importance of good stewardship practices to ensure the long-term health and sustainability of the watercourse and woodlots. The Brochure should highlight the advantages and responsibilities of a home or landowner living near a natural area.
31. 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.
32. 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's 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, 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. 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 Willowdale Street and Dalewood Drive;

- g. Haul road designation if materials are to be removed from the Development;
 - h. Hydrogeological and Geotechnical reports;
 - i. Water Distribution System Model update in support of this Development;
 - j. Dust control plan;
 - k. Securities to address and implement any necessary measures noted in the above plans and reports; and
 - l. Liability insurance; and
 - m. Tree Inventory and Preservation Report
 - n. Noise Study
33. 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 that are beyond those which are accounted for in the Development Charges Background Study.
34. That the Developer be required to install a 1.8m1.8m black vinyl chain link fence along the adjacent airport property boundary and along the rear property line of lots adjacent to the Proposed Drainage Block. In addition, the developer is required to install a 1.5m black vinyl chain link fence along the north and west limits of the school board property inclusive of Block 38.
35. 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.
36. County Development Charges and Surcharges are payable in accordance with the applicable County Development Charges By-Law, as amended from time to time.
37. 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, through the submission of a Request for Registration document book that outlines how conditions 1 through 36 have been satisfied.
38. That pursuant to Section 51 (32) of the *Planning Act*, draft plan approval, together with all conditions, shall hereby lapse in three (3) 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.

And that the reasons for the approval of applications PS02/13/MD and ZBA06/13/MD are as follows:

- The applications are consistent with Section 34(1) of the Planning Act;

- The applications are consistent with the policies of the Provincial Policy Statement (2020) and conform to the policies of the Growth Plan for the Greater Golden Horseshoe (2020); and
 - The applications conform to the policies of the County of Brant's Official Plan (2012).
- Carried

RPT-21-12 - General Housekeeping Amendments to Zoning By-Law 61-16

Brandon Kortleve, Planner, reviewed the report which will initiate a Housekeeping Amendment to the County of Brant Zoning By-law.

In response to questions from members of the Committee, he provided the following responses:

- Amendments to the signage provisions would not be retroactive and will apply to new signage;
- No new restrictions or requirements are proposed for accessory uses on properties with a primary use, noting they are the majority of instances, and that the new requirements are intended to aid staff's interpretation for uses on properties without a current primary use attached;
- The amendments to Agricultural zone permissions are necessary to be line with Provincial directives and with the Official Plan.

In response to questions regarding the inclusion of back-to-back townhouses in the amendment, Mat Vaughan, Director of Development Planning, noted that they are currently being constructed in the Brookfield subdivision, and highlighted that they are an efficient use of land development and assist with achieving the density targets established in the Growth Plan for the Greater Golden Horseshoe.

Moved by – Councillor Chambers

Seconded by – Mayor Bailey

That staff report RPT-21-12 be received as information;

And that staff be directed to initiate a Zoning By-Law Amendment to Comprehensive Zoning By-Law 61-16 for general housekeeping purposes, being file ZBA01/21/BK, as outlined in staff report RPT-21-12.

Carried

Next Meeting and Adjournment

The Committee adjourned at 9:02 p.m. to meet again on Tuesday, March 2, 2021, 6:00 p.m. via Electronic Participation Only.

Secretary