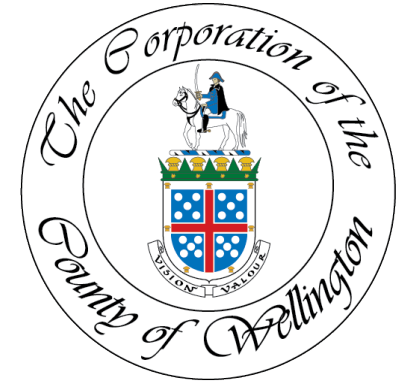


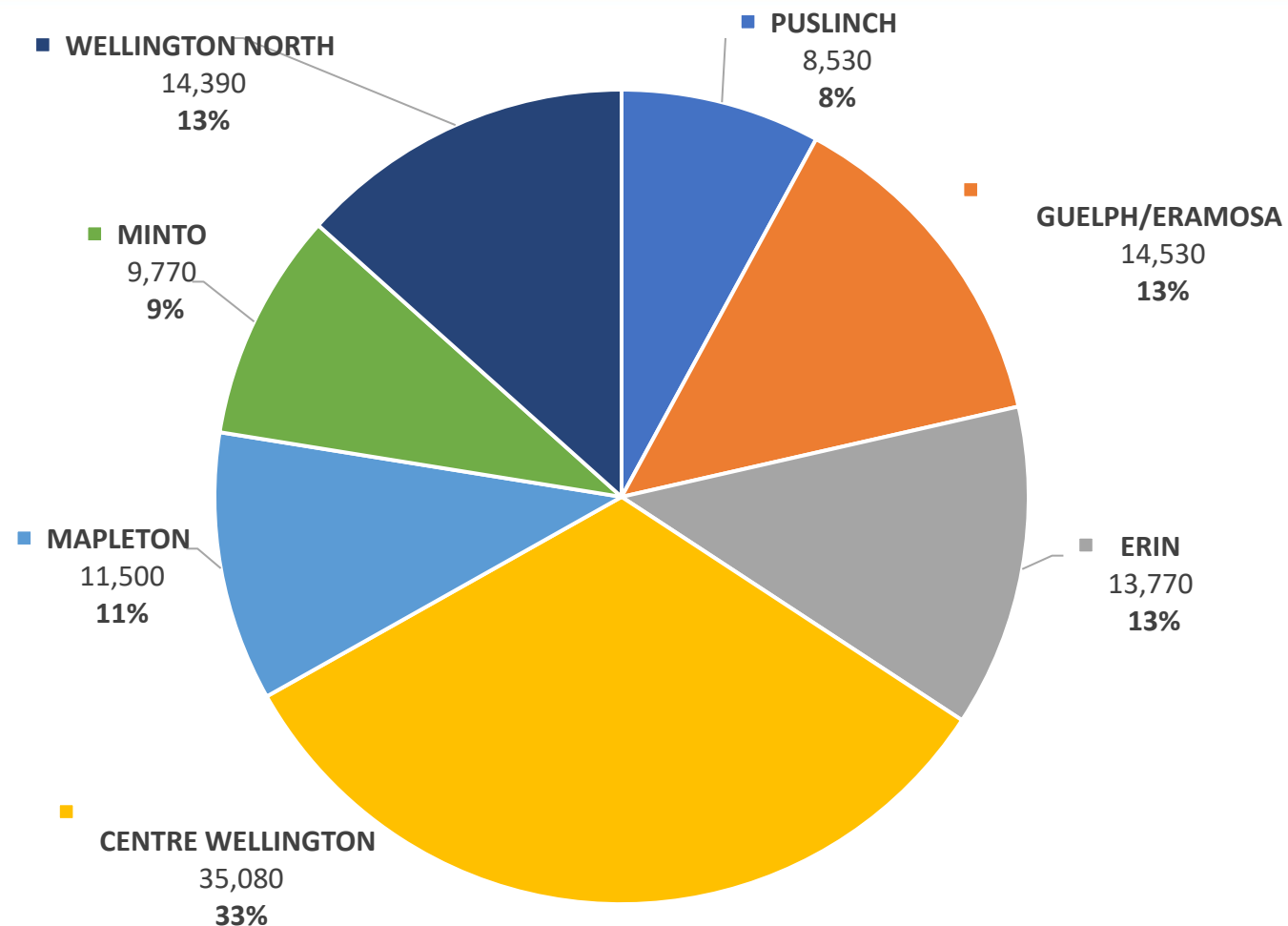


Property Assessment & Impact on the Municipal Tax Base

Presentation to Town of Erin Council

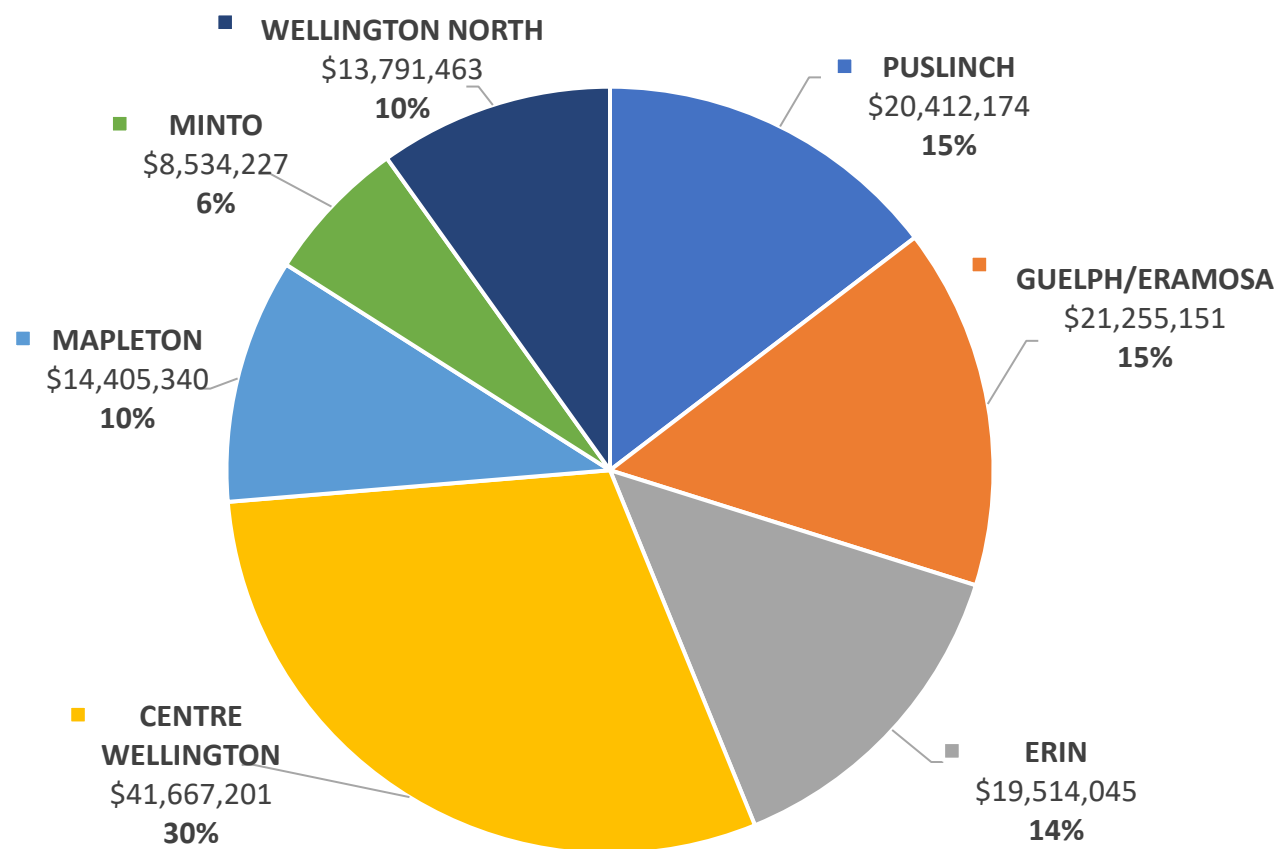
July 24, 2025

Share of County Population by Member Municipality (2024)

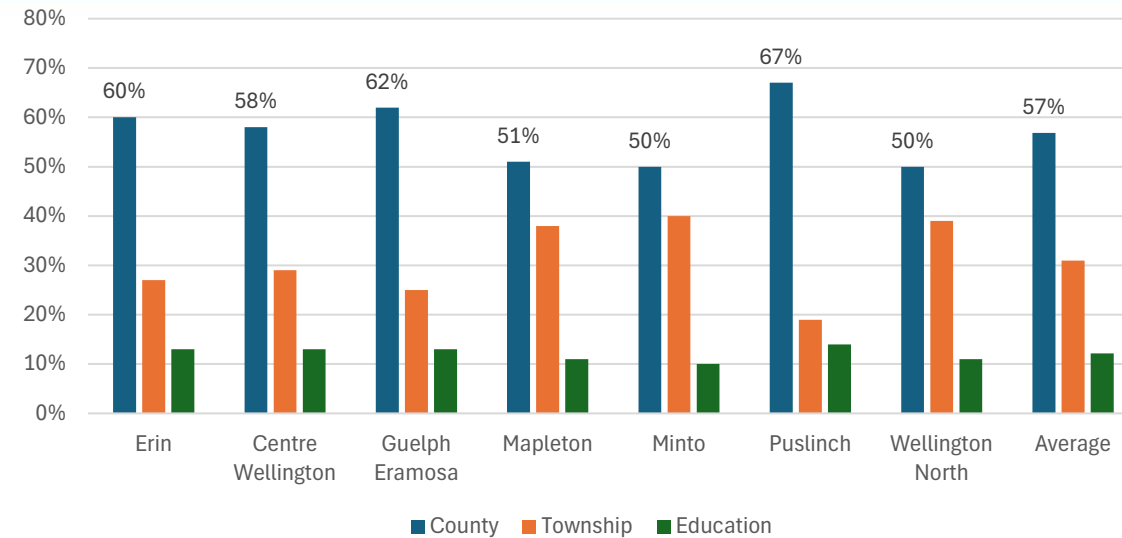


Weighted Assessment by Member Municipality (2025)

(Share of County Tax Levy)



2025 Share (%) of Residential Tax Bill



Municipality	County	Township	Education
Erin	60%	27%	13%
Centre Wellington	58%	29%	13%
Guelph/Eramosa	62%	25%	13%
Mapleton	51%	38%	11%
Minto	50%	40%	10%
Puslinch	67%	19%	14%
Wellington North	50%	39%	11%
Average	57%	31%	12%



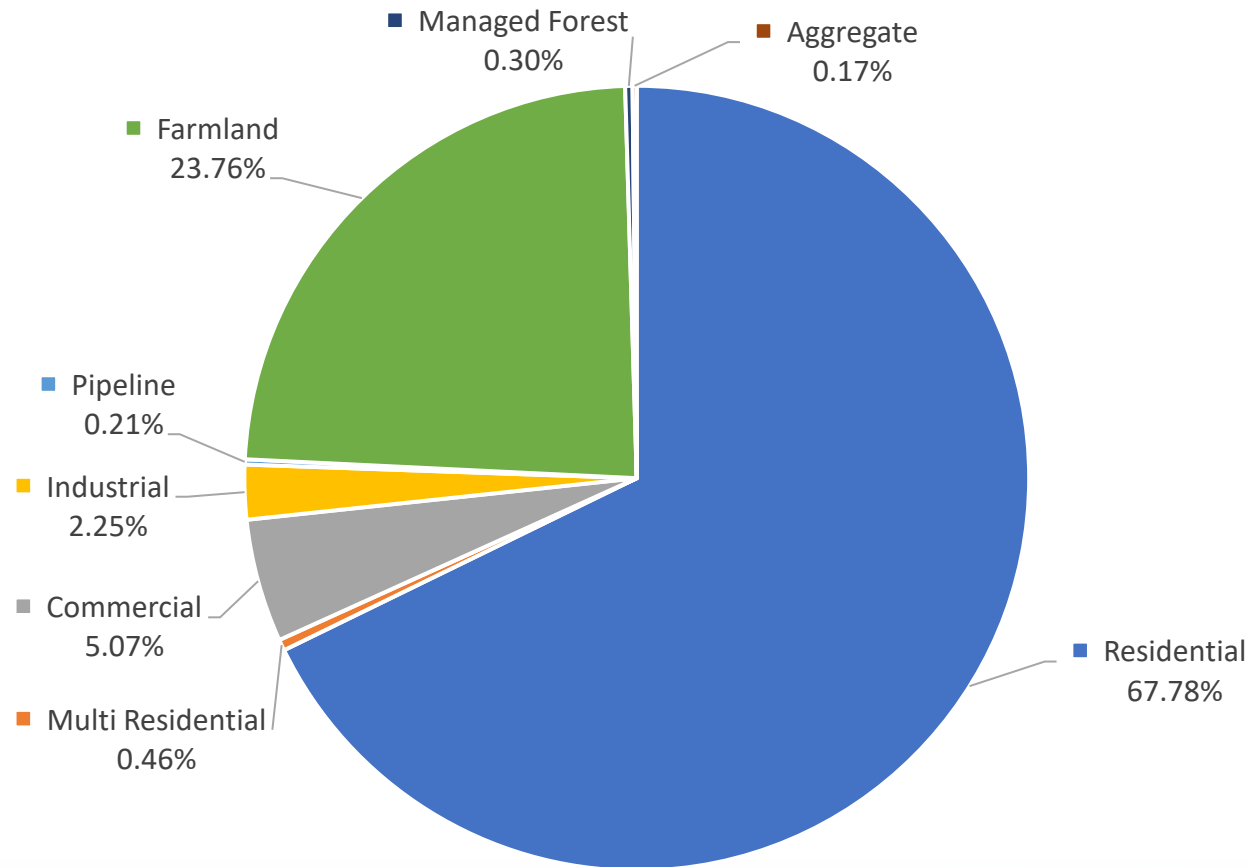
Challenges for Rural Municipalities

- ▶ Large geographic area with lower population density than urban municipalities
 - ▶ More infrastructure funded by less people
 - ▶ Private investment in infrastructure is not always possible as return on investment is lower (e.g., fibre optics)
- ▶ Typically have a lower commercial and industrial assessment base
 - ▶ Fewer people to employ and sell goods and services to
- ▶ Provincial property tax policy does not treat us equally with urban regions
 - ▶ Farm Tax Rebate
 - ▶ Conservation Land Exemption



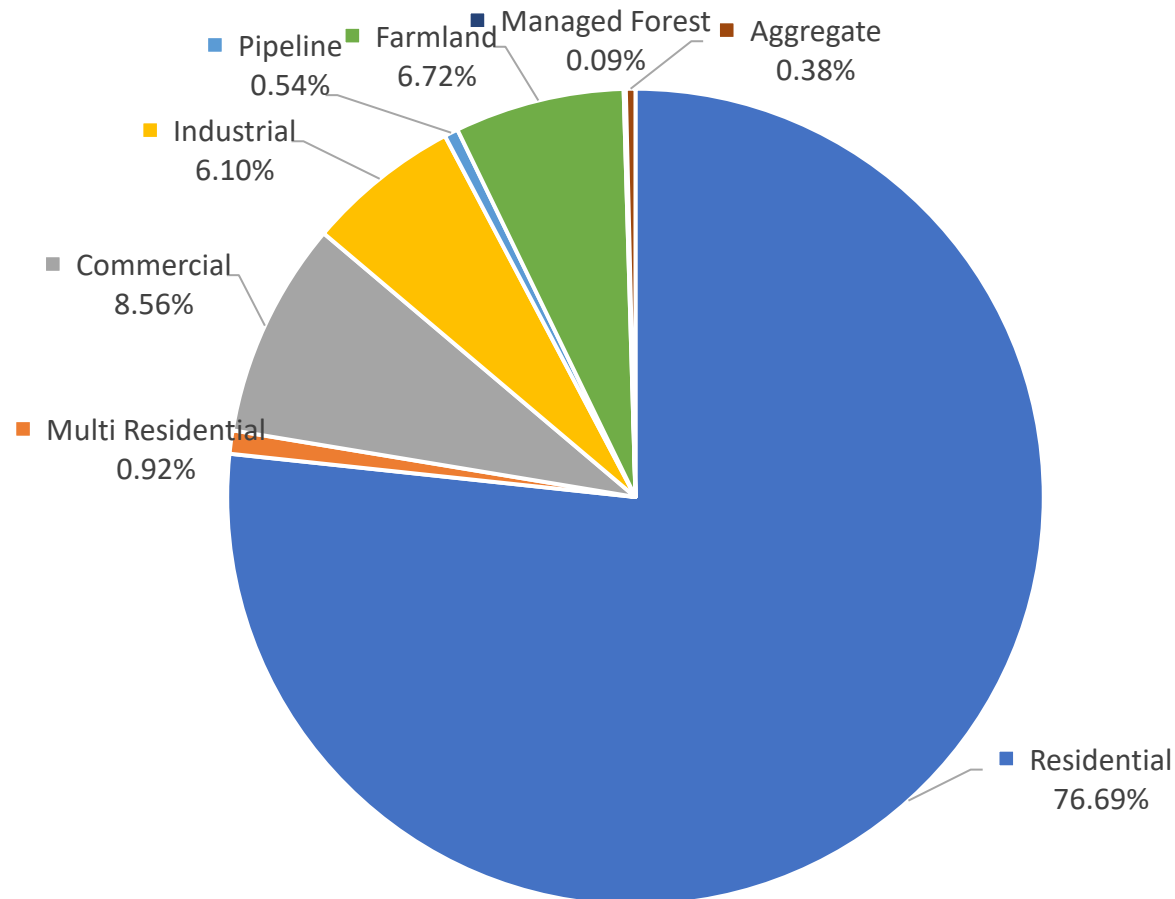
Unweighted Assessment by Property Tax Class (2025)

*(Share of **property values** in Wellington)*



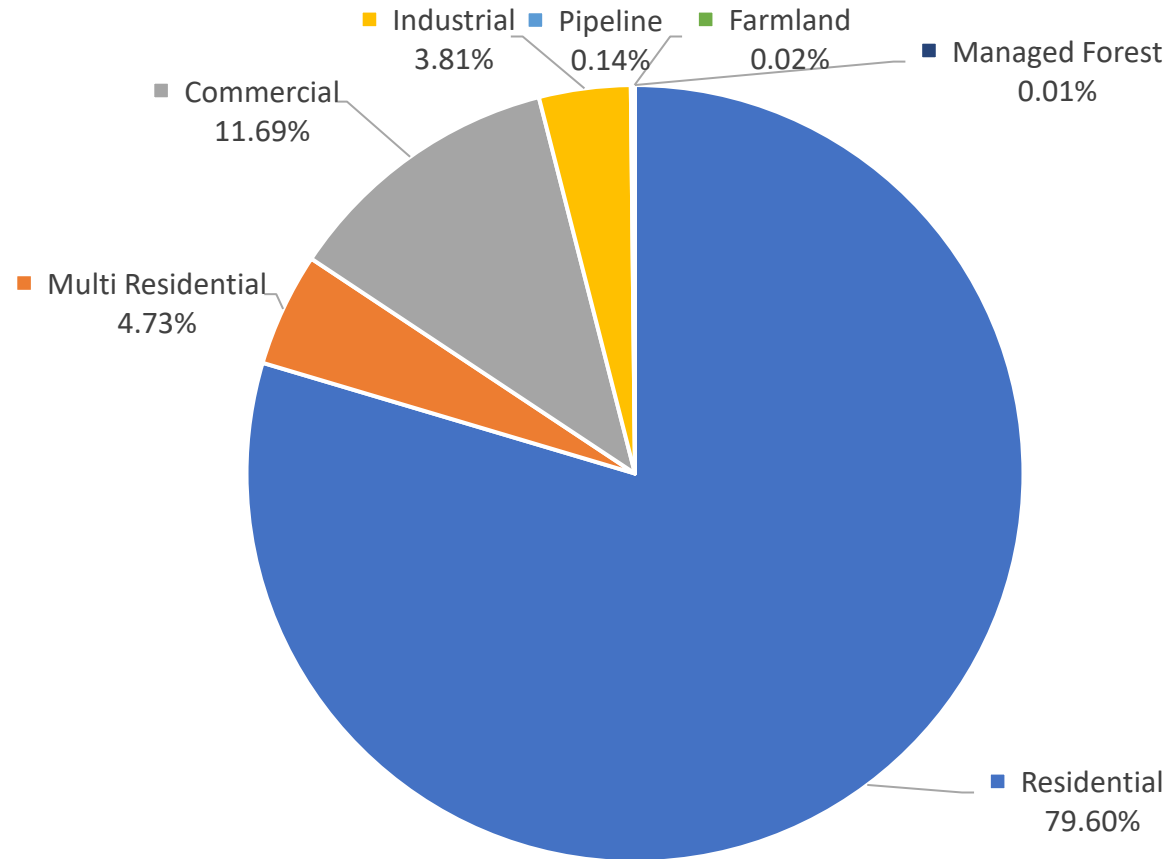
Weighted Assessment by Property Tax Class (2025)

*(Share of **property taxes** in Wellington)*



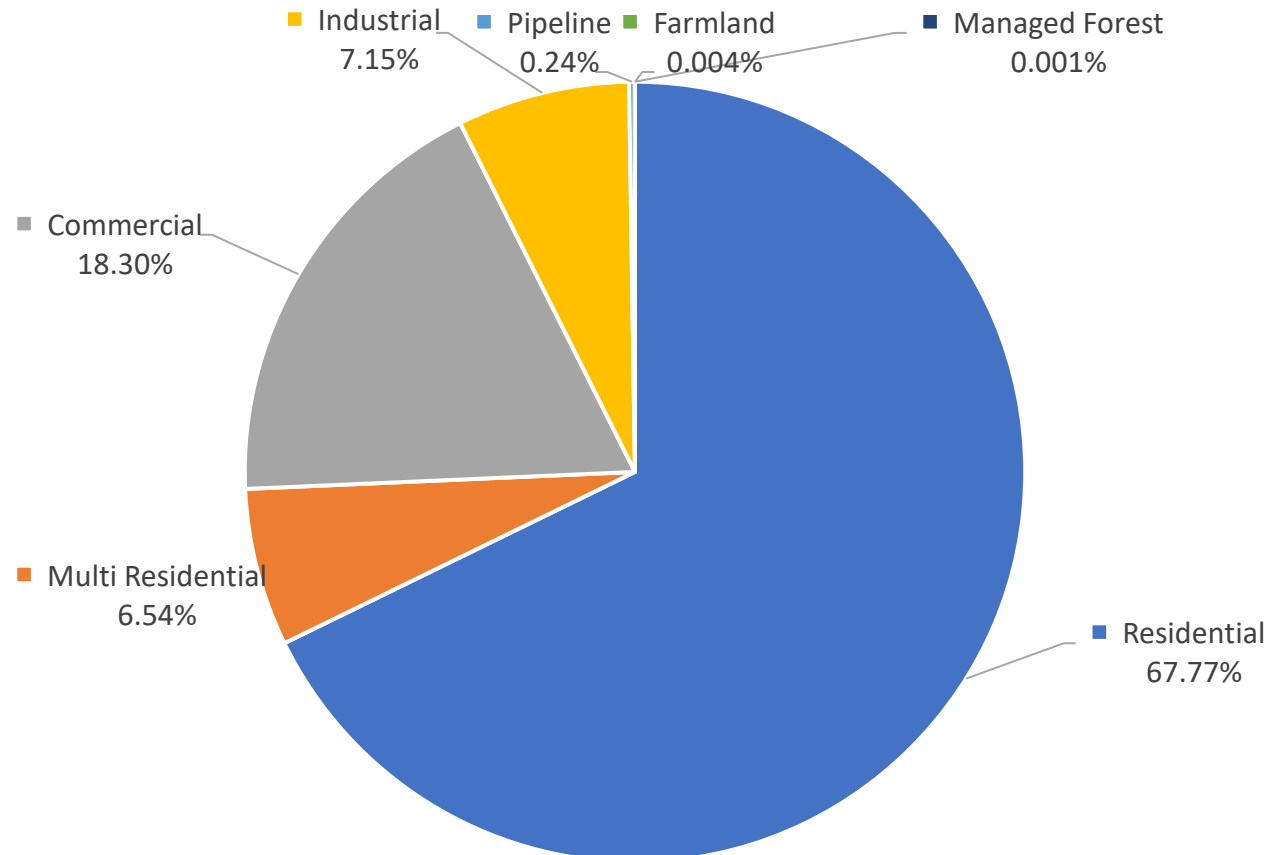
Unweighted Assessment by Property Tax Class (2023)

*(Share of **property values** in an urban municipality)*



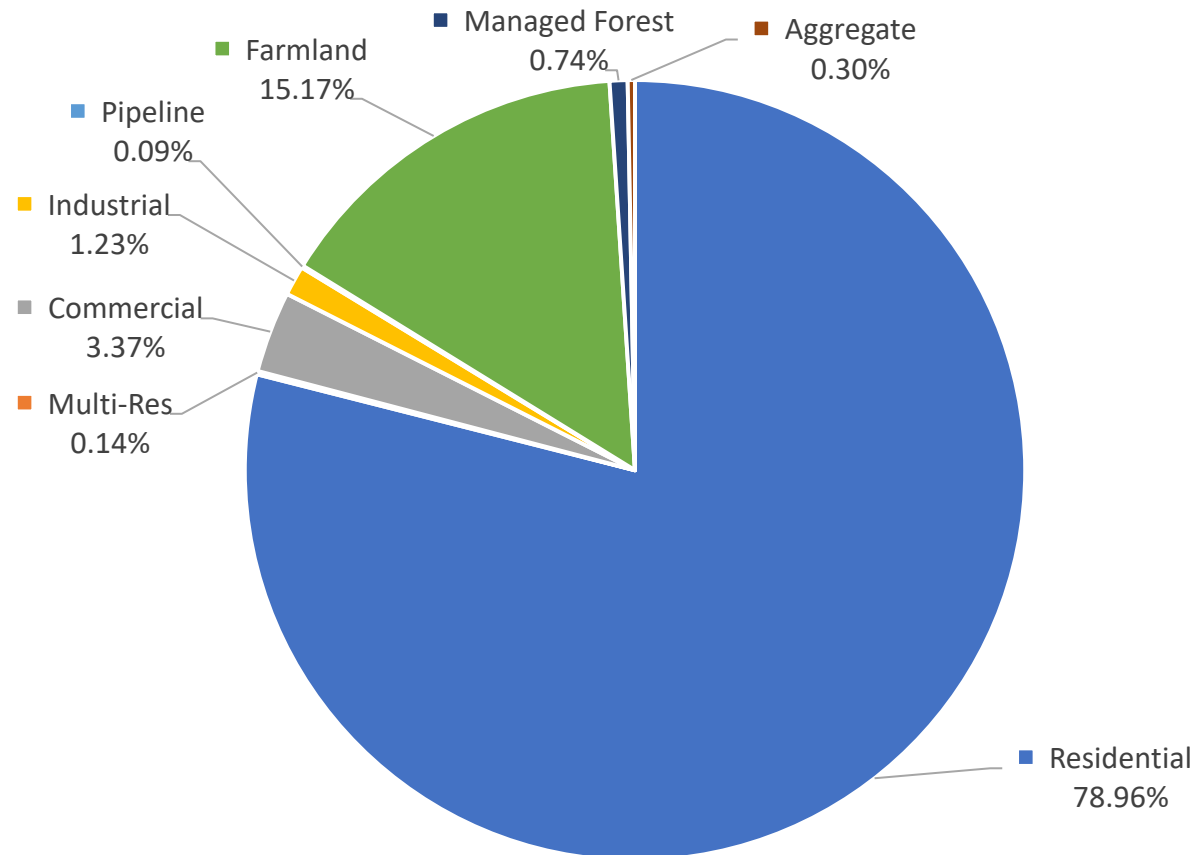
Weighted Assessment by Property Tax Class (2023)

*(Share of **property taxes** in an urban municipality)*



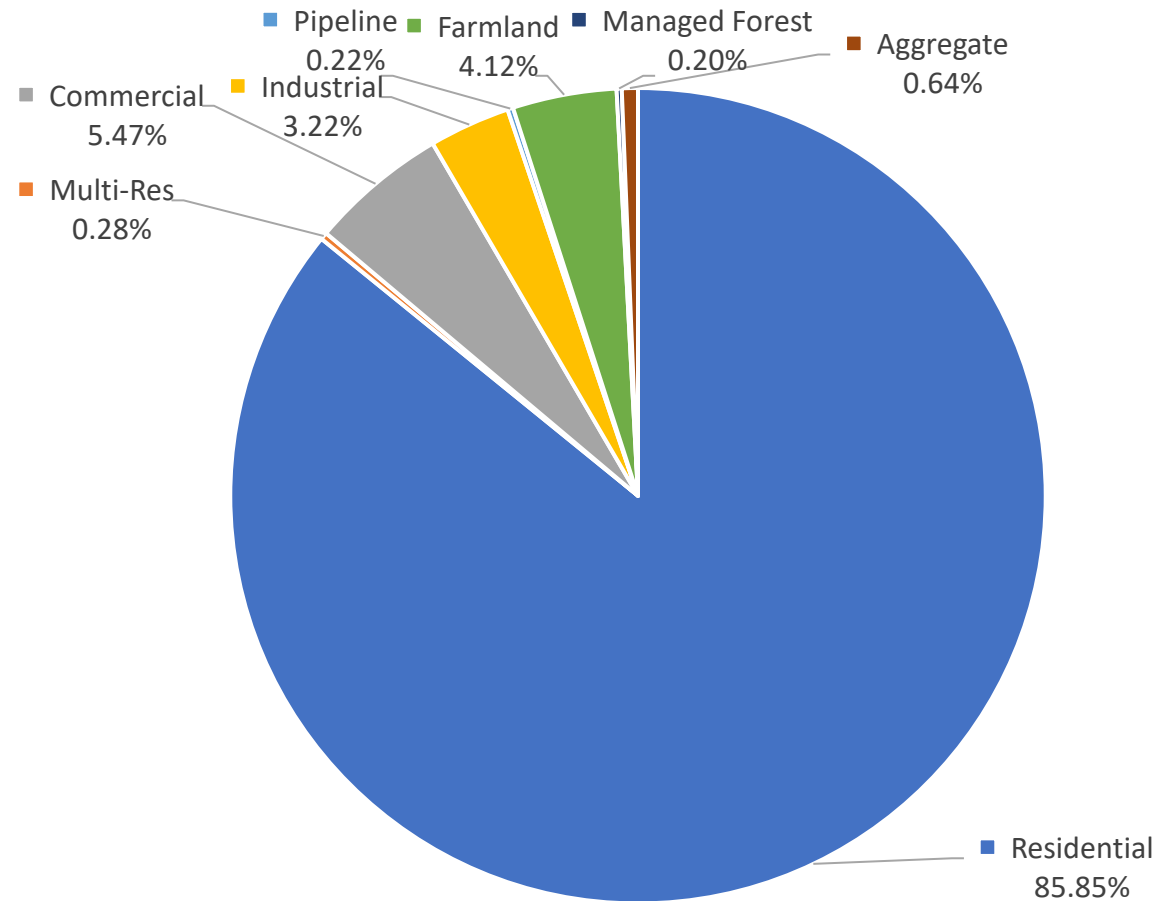
Unweighted Assessment by Property Tax Class (2025)

(Share of property values in Erin)



Weighted Assessment by Property Tax Class (2025)

*(Share of **property taxes in Erin**)*



Town of Erin Property Assessment Base

- ▶ Other property owners within the Town must fund the Farm Tax Rebate (previously funded by the Province)
 - ▶ Results in a shift in taxes onto the residential tax base
 - ▶ This is unlike an urban municipality where taxes are shifted away from the residential tax base
 - ▶ This amounts to approximately \$870 per property in Erin annually
- ▶ Erin has the highest reliance on residential assessment in the County
 - ▶ Accounts for just under 79% of the assessment base
 - ▶ Pays approximately 86% of the property taxes
- ▶ Erin has a lower commercial and industrial assessment base than other County municipalities
 - ▶ Erin – Commercial/Industrial – 4.6% of assessment base, 8.7% of tax base
 - ▶ County (avg) – Commercial/Industrial – 7.3% of assessment base, 14.7% of tax base



Unweighted & Weighted Assessment Base: Wellington County & Neighbouring

Municipality	Assessment Type	Residential	%	Multi Residential	%	Commercial	%	Industrial	%	Pipeline	%	Farmland	%	Managed Forest	%	Aggregate	%
Erin	Unweighted	2,338,282,009	78.96	4,068,900	0.14	99,831,600	3.37	36,496,100	1.23	2,687,000	0.09	449,227,800	15.17	22,032,100	0.74	8,868,400	0.30
	Weighted	2,338,282,009	85.85	7,730,910	0.28	148,848,916	5.47	87,590,640	3.22	6,045,750	0.22	112,306,950	4.12	5,508,025	0.20	17,319,054	0.64
Centre Wellington	Unweighted	4,737,658,998	77.72	47,627,570	0.78	358,033,612	5.87	87,708,900	1.44	10,325,000	0.17	839,911,480	13.78	9,829,676	0.16	4,955,800	0.08
	Weighted	4,737,658,998	81.46	88,279,743	1.52	533,828,115	9.18	210,501,360	3.62	23,231,250	0.40	209,977,870	3.61	2,457,419	0.04	9,678,157	0.17
Guelph Eramosa	Unweighted	2,448,667,418	74.06	4,855,100	0.15	156,677,700	4.74	37,451,900	1.13	7,017,000	0.21	643,695,300	19.47	4,002,100	0.12	4,129,600	0.12
	Weighted	2,448,667,418	82.54	8,710,290	0.29	233,606,451	7.87	89,884,560	3.03	89,884,560	3.03	160,921,325	5.42	1,000,525	0.03	8,064,675	0.27
Mapleton	Unweighted	1,204,605,607	38.56	4,111,500	0.13	83,314,995	2.67	88,581,258	2.84	12,179,000	0.39	1,721,754,740	55.12	8,381,100	0.27	728,900	0.02
	Weighted	1,204,605,607	59.91	7,811,850	0.39	124,222,658	6.18	212,595,019	10.57	27,402,750	1.36	430,438,685	21.41	2,095,275	0.10	1,423,465	0.07
Minto	Unweighted	813,402,826	58.65	8,198,400	0.59	90,583,681	6.53	46,235,000	3.33	3,020,000	0.22	421,209,332	30.37	1,422,200	0.10	2,821,900	0.20
	Weighted	813,402,826	68.29	13,756,160	1.15	135,060,268	11.34	110,964,000	9.32	6,795,000	0.57	105,302,333	8.84	355,550	0.03	5,510,874	0.46
Puslinch	Unweighted	2,132,995,292	78.81	2,076,100	0.08	193,576,233	7.15	135,070,525	4.99	6,934,000	0.26	204,595,802	7.56	16,776,400	0.62	14,597,870	0.54
	Weighted	2,132,798,042	74.86	3,944,590	0.14	288,622,163	10.13	324,169,260	11.38	15,601,500	0.55	51,148,951	1.80	4,194,100	0.15	28,508,107	1.00
Wellington North	Unweighted	1,265,368,540	51.38	29,779,517	1.21	136,668,083	5.55	63,474,000	2.58	4,942,000	0.20	956,870,911	38.85	4,049,800	0.16	1,533,300	0.06
	Weighted	1,265,368,540	65.74	49,092,442	2.55	203,772,112	10.59	152,337,600	7.91	11,119,500	0.58	239,217,728	12.43	1,012,450	0.05	2,994,374	0.16
COUNTY	Unweighted	14,940,980,690	67.78	100,717,087	0.46	1,118,685,904	5.07	495,017,683	2.25	47,104,000	0.21	5,237,255,365	23.76	66,493,376	0.30	37,635,770	0.17
	Weighted	14,940,783,440	76.69	179,325,985	0.92	1,667,960,683	8.56	1,188,042,439	6.10	105,984,000	0.54	1,309,313,841	6.72	16,623,344	0.09	73,498,707	0.38
Neighbours																	
Caledon	Unweighted	16,886,274,019	79.55	42,352,800	0.20	2,594,805,220	12.22	565,754,312	2.67	25,478,000	0.12	966,759,083	4.55	145,248,976	0.68	n/a	-
	Weighted	16,886,010,819	78.25	68,702,320	0.32	3,496,329,127	16.20	900,102,574	4.17	25,714,308	0.12	165,122,451	0.77	36,312,244	0.17	n/a	-
Guelph	Unweighted	18,348,767,962	79.60	1,089,804,859	4.73	2,694,782,446	11.69	878,304,363	3.81	33,368,000	0.14	4,856,200	0.02	1,456,200	0.01	n/a	-
	Weighted	18,348,767,962	67.77	1,770,149,408	6.54	4,954,985,821	18.30	1,936,485,460	7.15	63,983,140	0.24	1,214,050	0.00	364,050	0.00	n/a	-
Halton Hills	Unweighted	12,208,531,314	82.95	114,646,900	0.78	1,609,101,853	10.93	347,010,466	2.36	20,396,000	0.14	401,630,500	2.73	15,840,900	0.11	n/a	-
	Weighted	12,208,205,139	78.23	225,545,900	1.45	2,343,503,589	15.02	722,726,906	4.63	21,654,433	0.14	80,326,100	0.51	3,960,225	0.03	n/a	-
Orangeville	Unweighted	3,702,835,318	84.00	87,130,300	1.98	538,705,608	12.22	73,305,400	1.66	6,033,000	0.14	n/a	-	n/a	-	n/a	-
	Weighted	3,702,835,318	79.08	170,593,730	3.64	651,485,016	13.91	152,274,782	3.25	5,080,389	0.11	n/a	-	n/a	-	n/a	-
Woolwich	Unweighted	3,859,187,927	69.38	42,921,600	0.77	522,470,134	9.39	204,855,834	3.68	16,509,000	0.30	913,249,900	16.42	2,948,100	0.05	n/a	-
	Weighted	3,859,187,927	68.97	69,591,615	1.24	1,018,816,761	18.21	399,468,876	7.14	19,171,902	0.34	228,312,475	4.08	737,025	0.01	n/a	-

Unweighted = Share
of Property Values

Weighted = Share of
Property Taxes

Source: Neighbours - 2023 FIR



Average Residential Assessment & Taxes: Wellington County & Neighbouring Municipalities

Member Municipalities	Avg. Residential Assessment	Avg. Residential Taxes
Minto	251,745	\$3,501
Wellington North	277,507	\$3,654
Centre Wellington	422,431	\$4,842
Mapleton	397,908	\$5,206
County Average	451,729	\$5,281
Guelph/Eramosa	536,287	\$5,861
Erin	567,191	\$6,566
Puslinch	709,034	\$7,337
Neighbouring Municipalities	Avg. Residential Assessment	Avg. Residential Taxes
Woolwich	436,049	\$4,636
Halton Hills	581,355	\$5,214
Neighbouring Average	493,613	\$5,318
Orangeville	371,011	\$5,363
Guelph	408,000	\$5,384
Caledon	671,652	\$5,991

Source: 2024 BMA Study



Total Municipal Burden as a Percentage of Income: Wellington County & Neighbouring Municipalities

Member Municipalities	Avg. Household Income	Avg. Residential Taxes	Municipal Burden as % of Income
Puslinch	\$257,424	\$7,337	2.9%
Minto	\$105,814	\$3,501	3.3%
Guelph/Eramosa	\$166,340	\$5,861	3.5%
County Average	\$151,748	\$5,281	3.6%
Centre Wellington	\$135,649	\$4,842	3.6%
Wellington North	\$98,628	\$3,654	3.7%
Erin	\$167,965	\$6,566	3.9%
Mapleton	\$130,416	\$5,206	4.0%
Neighbouring Municipalities	Avg. Household Income	Avg. Residential Taxes	Municipal Burden as % of Income
Halton Hills	\$170,125	\$5,214	3.1%
Woolwich	\$149,838	\$4,636	3.1%
Caledon	\$178,764	\$5,991	3.4%
Neighbouring Average	\$149,000	\$5,318	3.6%
Orangeville	\$124,772	\$5,363	4.3%
Guelph	\$121,500	\$5,384	4.4%

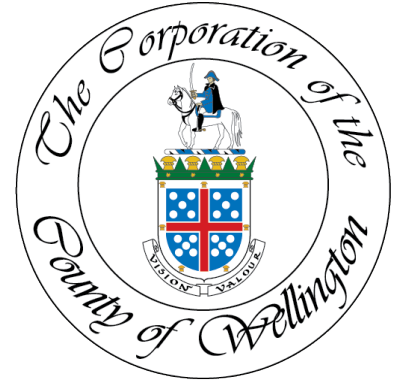
Source: 2024 BMA Study



Conclusions

- ▶ Erin's property taxes are in line with other County municipalities
 - ▶ Taxes are slightly higher than the average – owing to a higher avg residential assessment value
- ▶ The Town is a net contributor to the County share of taxes
 - ▶ Erin pays 14% of the County levy, while having 13% of the population
- ▶ Erin has the highest reliance on residential assessment in the County
 - ▶ Approximately 86% of the Town's property taxes are paid by the residential class
- ▶ As the Town grows, diversifying its assessment base with additional commercial and industrial properties will help to deflect cost and keep residential taxes down





Questions?

Plan of Subdivision: File No: 23T-22004

Municipal Address: 5552 Eighth Line, Town of Erin

Legal Description: Part of Lot 17, Concession 8

Owner: 2779176 ONTARIO INC. (Coscorp)

Town of Erin

storm sewers, secondary emergency access, stormwater drainage systems, street signs, fencing, landscaping, street lighting, park equipment and other services for development of the Plan.

11. Prior to the execution of the Subdivision Agreement, the Owner shall provide all applicable processing, administrative, consultant, and legal fees incurred by the Town related to the processing, administration and technical reviews pertaining to final approval. Such fees will be charged at the prevailing rates of approved Town Policies and By-laws on the day of payment. County fees will include Planning Department fees for administration and review of final approval for registration, and all required legal and consulting fees associated with the County sign-off of draft plan conditions.
12. Prior to execution of the Subdivision Agreement, or the Site Alteration Agreement the Owner shall provide a letter of credit or bond, in an amount to be determined by the Town Engineer, for all works within this draft Plan of subdivision to the satisfaction of the Town and the County, to ensure compliance with all applicable Town and County requirements.
13. The Owner shall agree in the Subdivision Agreement to make payment to the Town for all applicable Development Charges, in accordance with the Town's Development Charges By-law which is in effect at the time and in accordance with the Development Charges Act.
14. Prior to the execution of the Subdivision Agreement, the road allowances on the Plan shall be named to the satisfaction of the Town and County, and where those streets are not extensions of existing streets, that such new street names shall not be duplicated in spelling or phonetic sounding of street names elsewhere in the County.
15. The Owner shall agree in the Subdivision Agreement to erect and maintain signs on any vacant land within the Plan indicating the designated or proposed use of all lots and/or blocks (including temporary turning circles) on the Plan, other than those lots designated for residential purposes.
16. The Owner shall enter into a Cost Share Agreement with all the benefitting owners (Draft Plan 23T-22003 - Mattamy, Draft Plan 23T-22004 - Coscorp and Draft Plan 23T-220022 – Empire) for the design and construction of the following external infrastructure:
 - a. Eighth Line full reconstruction, from Sideroad 17 to Dundas Street West, including replacement/upsizing of watermain(s), storm sewer, trunk sanitary sewer, utilities, curbs, full depth granulars, two lifts for asphalt, sidewalks and

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streetlights. It is acknowledged that the design for the Eighth Line, due to numerous challenges, will only include a single sidewalk from:

- i. Sideroad 17 to the proposed Pedestrian Crossing (PXO) on the Eighth Line, south of the bridge;
- ii. Erin Heights Drive to Dundas Street West.
- b. Pedestrian Crossing (PXO) installation on the Eighth Line where the internal sidewalks/trails from the Mattamy/Coscorp Developments and Empire Developments meet at the Eighth Line.
- c. Sideroad 17 partial reconstruction from Elora Cataract Trail to the intersection with Street "C" entrance to Draft Plan 23T-22004 (Coscorp), including replacement/upsizing of watermain(s), trunk sanitary sewer, utilities, full depth granulars, two lifts for asphalt, with curb, concrete sidewalk and streetlights along the south side and open ditch and gravel shoulder along the north side.

The agreement shall provide for the orderly construction and financing of the aforementioned infrastructure by the benefitting owners and shall have a Trustee. Prior to the final approval of the plan, or any phase thereof, the Owner shall provide the Town with a letter or certificate from the Trustee confirming that the Owner is in good standing with respect to the said cost share agreement, that all payments required under the cost share agreement have been made and are up to date and that all securities for the aforementioned infrastructure have been posted with the Town.

Engineering Conditions

Roads & Municipal Services:

17. The Owner shall agree in the Subdivision Agreement to implement the requirements of all studies that are required by the Town Engineer for the development within the Plan of subdivision to the satisfaction of the Town Engineer.
18. Prior to the execution of the Subdivision Agreement or release for registration of the draft Plan of Subdivision, or any phase within the Plan, the Owner shall submit all technical reports, studies and engineering drawings that detail, among other things but not limited to, Town services, roads, storm sewers, stormwater management facilities, watermain, sanitary sewers, sidewalks, lot grading, parks, streetlights, fencing and tree planting, and financially-secure such works, in accordance with the Town Engineering Design Standards to the satisfaction of the Town Engineer. Prior to execution of the Subdivision Agreement the Owner shall

Plan of Subdivision: File No: 23T-22004
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also agree to revise the draft Plan(s) of Subdivision and or submit additional studies, as necessary to address all outstanding comments and incorporate the design and recommendations of the accepted technical reports, studies, and engineering drawings.

19. Prior to undertaking any grading or site alteration within the Plan, the Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, whichever comes first, to submit to the satisfaction of the Town, County and the Credit Valley Conservation the following:
 - a. Erosion Sedimentation Controls (ESC) Report (including calculations related to, size sediment ponds during construction, size temporary cut-off swales, size of topsoil stockpiles etc).
 - b. ESC Drawings showing construction access mat, silt control fence, silt ponds and traps, temporary cut-off swales.
 - c. Phase 1 & 2 ESA's.
 - d. Environmental Impact Study (EIS) Report.
 - e. Comprehensive Tree Removal & Tree Protection Drawings and an associated Arborist Report.
 - f. Geotechnical report(s), especially for recommendations for placing suitable fill material.
 - g. Parking of vehicles and the storage of construction and building materials during servicing and house construction, and ensuring that such locations will not impede the flow of traffic or emergency vehicles on either existing streets or the proposed public street;
 - h. Hydrogeological Assessment report(s).
 - i. Insurance that the Town's Noise By-law will be adhered to and that all contractors, trades and suppliers are advised of this By-law;
 - j. Provision of mud and dust control on all roads within and adjacent to the site;
 - k. A feature based water balance and monitoring plan including adaptive management measures, be prepared and implemented.
 - l. Location of construction trailers;
 - m. Detailed Grading Plans and Construction Site Drawings, including fulfilling all requirements for the issuance of a permit pursuant to Ontario Regulation 160/06 for any proposed grading within a regulated area, and

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- n. Construction Management/Traffic Management Plan(s) identifying primary and secondary haul routes for all equipment/materials entering or leaving the site(s). The Plan(s) should show at a macro level the routes to and from the site (avoiding residential areas where possible) and at a micro level the specifics around the entrances to and from the site.
20. Prior to the execution of the Subdivision Agreement, the Owner shall prepare a Neighbourhood Design Plan to the satisfaction of the Town which includes but is not limited to the following.
- a. Detailed Street Block and Land Use Plan
 - b. Comprehensive streetscape and open space plan

Phasing:

21. Prior to the execution of the Subdivision Agreement or registration of the Plan, or any phase thereof, the Owner shall submit the following plans or reports for review and approval, to the satisfaction of the Town:
- a. Phasing Plan for the review and approval which details the order and progression of the development and construction of the phases/stages of the draft plan of subdivision. The Phasing Plan shall address/include:
 - b. The orderly development of the subject lands, together with consideration for adjacent lands and access and servicing connections thereto; and the orderly sequence of services.
 - c. Available water and sanitary servicing capacity.
 - d. The timing of the construction of associated servicing works, stormwater management facilities (temporary and permanent), roads improvements, internal and external to the draft plan.
 - e. The first phase/stage shall include all the municipal infrastructure and municipal blocks associated with that phase, and more specifically, shall include the stormwater management and related drainage facilities, all environmental lands (and related buffers) to be conveyed into public ownership, and other blocks as required by and to the infrastructure and municipal blocks, and more specifically, shall include the stormwater management and related drainage facilities, all environmental lands (and related buffers) to be conveyed into public ownership, and other blocks as required by and to the satisfaction of the Town.
22. Prior to the registration of the Plan the Owner shall submit plans to the Town, if applicable, detailing any phasing of construction and development, together with

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- the means by which construction access to the Lands will be gained during any construction or phasing, and shall satisfy the Town with respect to arrangements necessary to provide for coordination of services and roads with adjacent lands and any phasing of development that may be required.
23. Prior to registration of any Phase, the Owner shall provide all necessary servicing easements related to each phase to be registered to service the property or the specific phase thereof to the satisfaction of the Town.
 24. The Owner shall agree in the Subdivision Agreement, if applicable, to phasing arrangements which may involve placing limitations on the issuance of Building Permits for residential lots within the plan and/or the registration of restrictive covenants in favour of the Town pursuant to section 118 of the *Land Titles Act*, R.S.O. 1990, c. L.5 preventing the sale or transfer of lots to third party purchasers prior to meeting phasing requirements related to matters such as the provision of access and the availability of municipal services.
 25. Prior to the execution of the Subdivision Agreement, the Owner shall provide, to the satisfaction of the Town, Urban Design/Architectural Control Guidelines dealing with such matters as street furniture, streetscape, boulevard planting, pedestrian linkages, bicycle paths, entrance features and architectural compatibility within the development and with adjacent development, in accordance with the Town of Erin Community & Urban Design Guidelines. Further, the guidelines are to contain appropriate design elements for development in proximity to heritage lots, if applicable, that includes landscaping, house siting and design standards that have regard to compatible building types, colours and material palettes while having regard for modern building designs, techniques and materials. The recommendations of the Architectural Control Guidelines shall be implemented and overseen by a control architect to the satisfaction of the Town.
 26. The Owner shall agree in the Subdivision Agreement to consider, where feasible, the recommendations of the Urban Design Guidelines, as guiding principles, while recognizing that the Zoning By-law and Approved Plans shall govern. Any applicable recommendations of the Urban Design Guidelines, including proposed sustainability features, shall be incorporated into landscape plans, Architectural Control Guidelines, engineering plans, and any other required design documents, to the satisfaction of the Town, where such incorporation is consistent with the governing Zoning By-law and Approved Plans.
 27. The Owner shall agree in the Subdivision Agreement to establish Urban Design/Architectural Control review and implementation protocol to be carried out

Plan of Subdivision: File No: 23T-22004

Municipal Address: 5552 Eighth Line, Town of Erin

Legal Description: Part of Lot 17, Concession 8

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Town of Erin

- by a control architect during the construction of the plan to the satisfaction of the Town.
28. The Owner shall agree in the Subdivision Agreement that any plans submitted for model home permits for any building within the plan of subdivision shall bear an approval stamp identifying the architectural company retained for architectural control and the signature of the control architect. The approval stamp shall certify that the, building elevations are designed in accordance with the approved Architectural Control Guidelines.
 29. The Owner shall ensure that the design architect for any buildings within this draft plan of subdivision shall not also assume the role of control architect for this draft plan of subdivision.
 30. Prior to the release for registration of the Draft Plan of Subdivision, or any phase thereof, the Owner shall submit landscape plans prepared by a qualified landscape architect based upon the Town Urban Design Guidelines, the approved Architectural Control Guidelines, and the approved Buffer and Landscape Restoration Plans, to the satisfaction of the Town including the following:
 - a. For all public streets, streetscape plan and street tree planting in accordance with Town Engineering Design Standards;
 - b. A specialized depth of topsoil in accordance with Town Engineering Design Standards in the entire municipal boulevard to appropriately plant boulevard trees;
 - c. Noise attenuation fencing as required;
 - d. For all lots backing or flanking onto an Open Space/Natural Heritage Block, Park Block, School Block or SWM Block, provide fencing on the property line, in accordance with Town Engineering Design Standards and as determined appropriate by the Town Engineer.
 - e. Provide landscaping for all open space blocks, stormwater blocks and walkway blocks, and entrance feature areas. The plan should also be in accordance with the Environmental Impact Study;
 - f. A Trail Network Plan, showing sidewalks and trails within the development and their exterior connection to the Town's existing Trails including the Elora Cataract Trail
 - g. Restoration works identified in the Buffer and Landscape Restoration Plans; and,

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- h. Any other landscaping as determined in the Urban Design Guidelines, Architectural Control Guidelines and the Tree Inventory and Compensation Schedule.

The Owner shall construct all landscape works in accordance with the Landscape Plans at no cost to the Town, however, the Owner will be entitled to Development Charge Credits to compensate the Owner for such Landscape Works provided that the works are contained within the Development Charges Bylaw.

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

“PURCHASERS ARE ADVISED THAT AS A CONDITION OF APPROVAL OF THE SUBDIVISION WITHIN WHICH THIS LOT IS LOCATED, THE TOWN OF ERIN HAS REQUIRED THE OWNER NOT TO ADD ANY OF THE FOLLOWING ITEMS AS AN ADD ON TO THE PURCHASE PRICE:

- STREET TREES (TREES PLANTED IN THE TOWN BOULEVARD OR IN ADJACENT PUBLIC LANDS;
- FENCING AS REQUIRED BY THE TOWN;
- NOISE ATTENUATION FENCING AS IDENTIFIED IN THE NOISE IMPACT STUDY;
- FENCING OF PARKS, WALKWAYS AND STORMWATER MANAGEMENT FACILITY BLOCKS;
- BUFFER PLANTING FOR OPEN SPACE, WALKWAY AND STORMWATER MANAGEMENT FACILITY BLOCKS AND SINGLE LOADED STREET ALLOWANCES; AND,
- DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE TOWN.

THE DEVELOPER HAS BORNE THE COST OF THESE ITEMS AND THE HOME PURCHASER IS NOT REQUIRED TO REIMBURSE THIS EXPENSE AS AN ADJUSTMENT TO THE HOME PURCHASE PRICE.”

Parkland, Open Spaces, Buffers and Walkways

32. Prior to the release for registration of the Plan, the Owner shall satisfy the requirements of the Town of Erin for parkland dedication as provided for under the Town’s Parkland By-law, as amended or successor thereto; and, the *Planning Act*, R.S.O. 1990, as amended, through the conveyance of Park Block 224 to the Town, free of all costs and encumbrances to the satisfaction of the Town, upon registration of the plan of subdivision or first phase.

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33. The Owner shall agree in the Subdivision Agreement that it has made private arrangements with the owner of Draft Plan 23T-22003 (Mattamy) to be compensated for the over-dedication of parkland and accordingly, that the Owner agrees that the Town will not be required to compensate for any parkland over-dedication. Park Block 224 shall be full and final parkland dedication required for both plans Draft Plan 23T-22003 and Draft Plan 23T-22004.
34. Prior to the release for registration of the Draft Plan 23T-22004, or any phase within the Plan that contains the Park Block, the Owner shall submit a Facility Fit Plan with full grading information that demonstrates the park block will function to the satisfaction of the Town.
35. Prior to the execution of the Subdivision Agreement, the Owner shall submit grading, servicing and survey plans prepared by a qualified person for Park Block 224, to the satisfaction of the Town.
36. The Owner shall agree in the Subdivision Agreement to rough grade, service with water & sewer, topsoil, seed and maintain, free of stockpiles and debris, Park Block 224 within the Plan to the satisfaction of the Town Engineer. The Town may elect, at their sole discretion, to have the Owner design, to the satisfaction of the Town, and construct the amenities, beyond base Park requirements, within the Park Block.

If the Town elects for the Owner to design and construct the Park Development Works, beyond base Park requirements, the Owner will be entitled to Development Charge Credits to compensate the Owner for such Park Development Works provided that the works are contained within the Development Charges Bylaw
37. Prior to the execution of the Site Alteration Agreement or Subdivision Agreement, whichever comes first, the Owner shall submit for review and approval by the Town, a Tree Preservation Plan (TPP) and/or vegetation management plan (VMP), prepared by a consulting landscape architect in coordination with a certified arborist or registered professional forester or other environmental specialist, as required and shall include but not be limited to, detailed tree inventory, preservation zones, vegetation removals, monetary appraisal, compensation planting, to the satisfaction of the Town Engineer.
38. Prior to undertaking any grading or site alteration within the Plan, the Owner shall agree in the Site Alteration Agreement or Subdivision Agreement, whichever comes first to undertake tree preservation and maintenance measures and to remove all dead, damaged and diseased trees within the plan of subdivision to the satisfaction of the Town.

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39. Prior to undertaking any grading or site alteration within the Plan, the Owner shall agree in the Site Alteration Agreement or Subdivision Agreement, whichever comes first to install protective fencing in accordance with the approved Tree Preservation Plan and the approved Site Alteration Plan in accordance with the Town Engineering Design Standards and the applicable Engineering Drawings.
40. Prior to undertaking any grading or site alteration within the Plan, the Owner shall agree in the Site Alteration Agreement or Subdivision Agreement, whichever comes first to construct protection fencing for all vegetation and natural areas to be preserved, in accordance with the vegetation management plan and that the Owner shall maintain this fencing in good condition for the duration of development within the Plan; and provide signage panels on protection fencing identifying the purpose of the fencing and indicating no disturbance beyond the fence to the satisfaction of the Town Engineer.
41. The Owner shall agree in the Subdivision Agreement to retain the services of the Consulting Engineer until all subdivision related works including but not limited to overseeing the Design, Construction and ultimate assumption of the Works by the Town, including project monitoring, tree preservation, inspections, site management, Letter of Credit reductions and certification sign offs for assumption and end of general maintenance are completed and accepted to the satisfaction of the Town Engineer, as detailed in the Town Engineering Design Standards.
42. The Owner shall agree in the Subdivision Agreement to install boundary/perimeter fencing in accordance with the Landscape and Fencing Plan to the satisfaction of the Town Engineer, including any noise attenuation fencing in locations recommended by the approved noise study for the subdivision and of appropriate aesthetic details and design in accordance with urban design guidelines and landscape plans.

Landscaping:

43. The Owner shall agree in the Subdivision Agreement to submit a street tree planting plan to the satisfaction of the Town Engineer. The Street Tree Planting plan shall provide a minimum of one tree per each dwelling unit, that faces onto the street.

If it is determined and agreed to in writing by the Town Engineer, that the boulevard space in front of specific dwelling units is not sufficient in size to accommodate the required street tree, the Owner shall agree in the Subdivision Agreement to plant the tree(s) on other public lands within the development, at the discretion of the Town. Should be it determined by the Town not to have the tree(s) planted on other public lands within the development, the Developer will compensate the

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Town with cash-in-lieu payment of \$500 for each tree(s) that could not be planted.
This specific cash-in-lieu for street boulevard trees shall be paid to the Town.

Engineering Plans

44. Prior to any site alteration, with the exception of site alteration to install sediment control measures and construction mitigation control measures required pursuant to these draft plan conditions, the Owner shall agree to have such measures constructed and fully operational. The erosion and siltation control facilities shall be regularly inspected by the Owner's engineer during all phases of development and construction including grading, servicing, and building construction, and such inspection reports shall be submitted to the Town on a monthly or more frequent basis if deemed necessary by the Town Engineer to address concerns related to the works.
45. The Owner shall agree in the Subdivision Agreement to construct all the municipal services associated with the Plan in accordance with the detailed Engineering Drawings & Reports and the latest Town Engineering Design Standards to the satisfaction of the Town Engineer.
46. The Owner shall agree in the Subdivision Agreement to submit the following reports prepared by a Professional Engineer to the satisfaction of the Chief Building Official and Town Engineer:
 - a. A report certifying the quality/suitability of all fill material placed within the subdivision on the property. This report shall include a description of the placement location and quality/suitability of the fill material to be placed on the property
 - b. A report providing an opinion on the presence of soil gases (radon and methane) in the plan of subdivision in accordance with the applicable provisions contained in the Ontario Building Code.
 - c. A soils report

Each of these reports must be submitted prior to the issuance of any Building Permits within the development.

47. The Owner shall agree in the Subdivision Agreement to implement all proposed mitigation measures recommended in the associated Engineering Drawings and Reports including the Noise Study, to the satisfaction of the Town Engineer.

Easements

48. The Owner shall agree in the Subdivision Agreement to convey the following to the Town, at no costs:

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- a. any easements as required; and, any reserves as required by the Town.
 - b. any conveyance or easement to any utility to facilitate the installation of their services in a location(s) to the satisfaction of the Town and the utility.
 - c. any easements required on third party lands for servicing and such easements shall be in a location as determined by the Town and are to be granted upon registration of the specific phase.
 - d. any easement for works, facilities or use rights that are required by the Town.
49. The Owner also agrees to provide for any easements and works external to the draft Plan of Subdivision, necessary to connect watermains and storm and sanitary sewers to existing watermains, stormwater management facilities and sanitary sewers, where required, to the satisfaction of the Town.
50. The Owner agrees to construct the lands within the limit of the easement in a manner satisfactory to the Town to allow the municipal services within the easement to be properly maintained by the Town.
51. The Owner agrees to convey 0.3 metre reserves that are identified on the Plan to the Town, free of all costs and encumbrances, upon registration of the Plan of Subdivision or any phase within the Plan.

Stormwater

52. The Owner shall agree in the Subdivision Agreement to satisfy the Town Engineer respecting a stormwater drainage and management system to service all the lands in the subdivision, and any provisions regarding easements.
53. The Owner shall agree in the Subdivision Agreement to construct at its expense, and to the specifications outlined by the Town, the Storm Water Management Facilities on Blocks 228 & 229, in accordance with the Engineering drawings, which the Owner shall convey to the Town without monetary consideration and free of all encumbrances.
54. The Owner shall agree in the Subdivision Agreement to maintain all storm water management facilities, and erosion and sedimentation control structures (ESC) in good repair and operating order throughout all phases of construction until final acceptance of services has been granted by the Town.
55. The Owner shall agree in the Subdivision Agreement to provide access roads, in accordance with the Town's Engineering Design Standards, for maintenance for all stormwater management facilities and if required within the Plan, for LID measures.

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56. The Owner shall agree in the Subdivision Agreement to provide all required easement or conveyance of lands required for all stormwater management facilities, LID measures and the associated stormwater management outfall to the satisfaction of the Town prior to registration of the plan of subdivision.
57. The Owner shall agree in the Subdivision Agreement that no stormwater management pond or associated infrastructure will be built and/or preliminarily graded until all applicable permits and/or approvals are received from the Town and or other applicable agencies. However, in advance of the stormwater management facilities and associated infrastructure being constructed the Erosion & Sediment Measures and Control Ponds can be built and/or preliminarily graded completed, following issuance of the Site Alteration Permit.
58. That the Owner shall agree in the Subdivision Agreement that all stormwater management facilities and LID Measures will be designed to be consistent with the Town's Engineering Design Standards and the requirements/recommendations of Credit Valley Conversation.
59. The Owner shall agree in the Subdivision Agreement that Stormwater Management Blocks 228 & 229 shall be conveyed to the Town, with good and marketable title and being free and clear of all encumbrances, for storm water drainage purposes.
60. Prior to any site alteration and final approval, the Owner shall submit a Stormwater Management (SWM) report, to the satisfaction of the Town and Credit Valley Conversation in accordance with applicable MECP, CA and Town Engineering Design Standards.
61. Prior to the execution of the Subdivision Agreement or release for registration of the Plan, or any phase within the Plan the Owner shall submit an Operations and Maintenance Manual (O&M), that has been accepted by the Town Engineer, for the Storm Water Management Facilities and associated stormwater infrastructure to the Town. The O&M Manual shall include, but not be limited to, procedures, frequency and full costing of all operations and maintenance items, including sediment removal, over the life of the facilities.
62. That the Owner shall agree in the Subdivision Agreement , for any Phase of the Plan that contains a SWM Facility, to provide a one time financial contribution to the Town, prior to the stormwater infrastructure being assumed by the Town, equivalent to five (5) years of Operation and Maintenance of the Stormwater Management Facilities and associated stormwater infrastructure, as determined by the Operations and Maintenance Manual (O&M) prepared by the Developers Engineer and approved by the Town.

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Water Servicing

63. The Owner shall agree in the Subdivision Agreement, or External Works Agreement to construct the following new trunk watermain, capable of providing the required flows to the proposed Draft Plan 23T-22003 (Mattamy), Draft Plan 23T-22004 (Coscorp) & Draft Plan 23T-220022 (Empire) developments in accordance with Town Engineering Design Standards on:

- a. Sideroad 17, from the new Water Booster Station to the intersection with Street "C", being the entrance to Draft Plan 23T-22004 (Coscorp Development).
- b. Eighth Line, from Sideroad 17 to the intersection with Erin Heights Drive, being Street "E" entrance to Draft Plan 23T-22003 (Mattamy Development).

The diameter of the aforementioned watermain shall be determined by the Town Engineer to ensure that adequate flows, including Max Day + Fire Flows are available throughout the proposed Plan utilizing the Town's Water Model.

If the Owner designs and constructs the aforementioned external trunk watermain, the Owner will be entitled to Development Charge Credits to compensate the Owner for such works provided that the works are contained within the Development Charges Bylaw.

64. The Owner shall agree in the Subdivision Agreement that no Building Permits will be issued for any of the units within the Plan, until the Town Engineer has confirmed in writing, that each of the following works are within nine (9) months of being fully commissioned:

- a. New watermain on:
 - i. Sideroad 17, from the new Water Booster Station to the intersection with Street "C" being the entrance to Draft Plan 23T-22004 (Coscorp Development).
 - ii. Eighth Line, from Sideroad 17 to the intersection with Erin Heights Drive or Street "E" being the entrance to Draft Plan 23T-22003 (Mattamy Development).
- b. New Water Booster Station on Sideroad 17 capable of providing the required Fire Flows to the high pressure zone of the Draft Plan 23T-22003 (Mattamy Development).
- c. New Municipal Well E9 and associated Trunk watermain on Wellington Rd 23 & Sideroad 17, capable of providing additional Max Day flow, to the existing Municipal water system.

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Furthermore, the Owner shall agree in the Subdivision Agreement that, if the New Booster Station (item b) and Well E9 (item c) are not anticipated to be commissioned within nine (9) months, Building Permits may be requested, subject to the satisfaction of the following two additional conditions:

- d. Confirmation from the Town Engineer that the existing Municipal Water System has adequate residual water capacity to service the lots within the applicable Phase of the Plan, where permits are being requested.

and

- e. The Owner's Engineer submitting a report, which is accepted by the Town Engineer and the Fire Chief, identifying how the required fire flows, in accordance with Town Engineering Design Standards will be provided for the lots within the applicable Phase of the Plan, where permits are being requested, in advance of the Town's new water infrastructure referenced in a), b) & c) above being commissioned.

- 65. The Owner shall agree in the Subdivision Agreement to construct appropriately sized watermains within the development in accordance with the Town's Water Model to ensure that adequate flows (Max Day + Fire Flows) are available throughout the proposed development.
- 66. The Owner shall agree in the Subdivision Agreement that building permits will not be issued within the Plan until the Fire Chief has confirmed in writing that they are satisfied that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment is available during house construction. The Owner shall further covenant and agree that fire protection sprinklers (if required) are installed to the satisfaction of the Fire Chief or his designate.
- 67. The Owner shall agree in the Subdivision Agreement that no Occupancy Certificates will be granted for any of the units within the Plan, until the Town Engineer has confirmed in writing that adequate flows, including Max Day + Fire Flows at the required pressures are available throughout the Plan. The Owner shall also agree in the Subdivision Agreement to upsize any watermains, within the Plan or external to the Plan, to ensure that adequate flows, including Max Day + Fire Flows are available throughout the proposed Plan, as determined by the Town Engineer utilizing the Town's Water Model.

If the Owner completes any of the external Water system improvements to accommodate the servicing of the Plan, the Owner may, at the sole discretion of

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the Town, be eligible for the Development Charge credits for the external Water system improvements.

68. Prior to the execution of the Subdivision Agreement or release for registration of the Plan, or any phase within the Plan, the Town shall be satisfied that adequate Water capacity is available, or will be within nine (9) months, within the Town's Water System to accommodate the development of the Plan, or any Phase thereof.

Wastewater Servicing

69. The Owner shall agree in the Subdivision Agreement that Building Permits will not be issued for any of the units within the Plan until the Town Engineer has confirmed in writing, that each of the following works are within nine (9) months of being fully commissioned:

- a. The Town's Wastewater Recovery Facility (WRRF) on Wellington Rd 52.
- b. The Pumping Station in Lion's Club Park plus the forcemain to the WRRF.
- c. The Trunk Sanitary Sewer on the Elora Cataract Trail from Sideroad 17 to Main Street and south on Main Street to the Pumping Station in Lion's Club Park.

Further, the Owner shall agree in the Subdivision Agreement that no Occupancy permits will be granted until the Town has confirmed in writing, that the aforementioned works are fully commissioned.

70. The Owner shall agree in the Subdivision Agreement or External Works Agreement to construct a new sanitary sewer, in accordance with Town Engineering Standards capable of servicing the proposed Draft Plan 23T-22003 (Mattamy), Draft Plan 23T-22004 (Coscorp) & Draft Plan 23T-220022 (Empire) development, including road reconstruction on:

- a. Sideroad 17, from the Trunk Sanitary Sewer on the Elora Cataract Trail to the Eighth Line.
- b. Eighth Line, from Sideroad 17 to Erin Heights Drive, being Street "E" entrance to Draft Plan 23T-22003 (Mattamy Development).

The Owner shall also agree in the Subdivision Agreement or External Works Agreement to install residential services laterals, in accordance with Town Engineering Standards up to the Municipal property line, for the existing lots on the Eighth Line that are fronting this new sanitary sewer. These service laterals to the existing lots on the Eighth Line will be at the Owners expense, with no reimbursement from the Town or the existing property owners on the Eighth Line.

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71. Prior to the execution of the Subdivision Agreement or release for registration of the Plan, or any phase within the Plan, the Town shall be satisfied that Wastewater capacity is available, or will be within nine (9) months, of the Town's Wastewater System being able to accommodate the development of the Plan, or any Phase thereof.
72. In the event that the external sanitary sewers are not constructed through an External Servicing Agreement by all benefitting Owners and the cost to construct such services have been front ended by only some of the benefitting Owners, then the Town will use its "Best Efforts" to require the non-participating benefitting Owners to compensate the benefitting Owners who have made the said payments on a benefitting share basis within five (5) years of execution of the Subdivision Agreement. The specific terms of the clause will be defined in the Subdivision Agreement. For the purposes of this condition, "Best Efforts" can include, at the discretion of the Town, the imposition of Draft Plan conditions on subsequent developments, entering into Front Ending Agreements and DC Credit Agreements under the Development Charges Act and trustee Developer Group agreements.

Transportation

73. The Owner shall agree in the Subdivision Agreement to update the Traffic Impact Study (TIS) to respond to all outstanding Peer Review comments to the satisfaction of the Town Engineer and/or the County.
74. That the road allowances included in this Draft Plan shall be shown and dedicated as public highways to the satisfaction of the Town.
75. That any dead ends and open sides of road allowances along local roads created by this draft plan shall be terminated in 0.3 metre reserves and shall agree to convey those reserves to the Town at no expense and free and clear of any encumbrances.
76. The Owner shall agree in the Subdivision Agreement, to enter into an External Works Agreement for the completion of the following external road works to the satisfaction of the Town:
 - a. Eighth Line full reconstruction, from Sideroad 17 to Dundas Street West, including replacement/upsizing of watermain(s), storm sewer, trunk sanitary sewer, utilities, curbs, full depth granulars, two lifts for asphalt, sidewalks and streetlights. It is acknowledged that the design for the Eighth Line, due to numerous challenges, will only include a single sidewalk from:
 - i. Sideroad 17 to the proposed Pedestrian Crossing (PXO) on the Eighth Line, south of the bridge;

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- ii. Erin Heights Drive to Dundas Street West.
- b. Pedestrian Crossing (PXO) installation on the Eighth Line where the internal sidewalks/trails from the Mattamy/Coscorp Developments and Empire Developments meet at the Eighth Line.
- c. Sideroad 17 partial reconstruction from Elora Cataract Trail to the intersection with Street "C" entrance to Draft Plan 23T-22004 (Coscorp), including replacement/upsizing of watermain(s), trunk sanitary sewer, utilities, full depth granulars, two lifts for asphalt, with curb, concrete sidewalk and streetlights along the south side and open ditch and gravel shoulder along the north side.

If the Owner designs and constructs the aforementioned external roads, the Owner will be entitled to Development Charge Credits to compensate the Owner for such works provided that the works are contained within the Development Charges Bylaw.

Heritage

- 77. The Owner shall agree in the Subdivision Agreement that if archaeological remains are found during construction activities, the consultant archaeologist, Town and the MHSTCI shall be immediately notified.
- 78. The Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, whichever ever comes first, to carry out the recommendations of the approved Heritage Impact Assessment, prepared by Stantec including other Town and/or applicable Agency requirements.

Environmental

- 79. That prior to any grading or construction on the site, and prior to registration of the plan, the Owner shall demonstrate to the satisfaction of the Town how Ministry of Natural Resources and Forestry (MNRF) and Endangered Species Act (ESA) requirements as been fulfilled related to the following:
 - a. Provision of detailed methodology and results for review for Species at Risk Bats for wooded areas;
 - b. Provision of the methodology and findings of the assessment of the unoccupied house on the property which concluded that it did not provide bat habitat;
 - c. Provision of additional details regarding the Barn Swallow surveys (e.g. methodology, timing, and weather conditions); and
 - d. Provision of a Development Plan.

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80. The Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, which ever comes first, to complete a hydrogeological assessment report to ensure there is no impacts to the shallow and/or deep groundwater and to any of the existing active wells found within the Zone of Influence (ZOI) as determined by the Owner's consultant. The Owner further agrees to implement any mitigation measures recommended in the hydrogeological assessment report to the satisfaction of the Town.
81. The Owner shall agree in the Subdivision Agreement, to the satisfaction of Town and Wellington Source Water Protection, that:
- a. Stormwater Management Pond on Block 229 be constructed with an impermeable liner to ensure that stormwater does not infiltrate into the groundwater, given the proximity of the Municipal well;
 - b. Stormwater Management Ponds, including control structures, are not located within 100 metres of the Municipal well, with the exception of a spillway for emergency purposes only;
 - c. Sanitary sewer and storm sewer pipes within the wellhead protection areas, be constructed of materials and with joints that are equivalent to watermain standards and are pressure tested in accordance with OPSS 411, as outlined in the RJ Burnside report entitled Drinking Water Threats Disclosure Report and Salt Management Plan dated June 2022;
 - d. All private water wells, including those installed for groundwater observation, be maintained or decommissioned in accordance with Ontario Regulation 903 and that documentation be submitted to the Town Risk Management Official;
 - e. A Record of Site Condition be required and documentation be submitted to the Town's Risk Management Official.
82. The Owner shall agree in the Subdivision Agreement, to the satisfaction of Town and applicable Agencies that:
- a. A pre-construction water supply well survey be completed for properties within 500 m of the subject lands to establish baseline conditions, including baseline water levels and water quality sampling in representative private wells (subject to voluntary participation by well owners).
 - b. That a monitoring program be developed by the Owner's hydrogeologist to monitor groundwater and surface water levels in the wetland units and upgradient catchment areas on the subject lands, including pre-, during and post-construction monitoring.

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- c. That the monitoring program identified in b), above, also include during and post-construction monitoring of the off-site man-made pond located at 5570 Eighth Line (subject to voluntary participation by homeowner).
 - d. That a dewatering assessment be undertaken to estimate construction dewatering volumes and recommend mitigation measures, including design recommendations to mitigate seepage and redirection of groundwater flow (e.g., anti-seepage collars, clay plugs, etc.).
 - e. That any unused wells must be abandoned by a licensed well contractor in accordance with R.R.O. 1990, Reg. 903: Wells once they are no longer required for monitoring.
83. The Owner shall agree in the Subdivision Agreement to carry out the recommendations of the Ecological Benefit Actions and Monitoring Plan, prepared by R.J. Burnside & Associates Limited to the satisfaction of the Town and/or applicable Agencies.
84. The Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, which ever comes first, to be responsible for complying with and satisfying all applicable policies and requirements of approval from the Town, County of Wellington, the Ministry of the Environment, Conservation and Parks (MECP), Ministry of Natural Resources and Forestry (MNRF), Credit Valley Conservation (CVC), and any other applicable agency.
85. That prior to final approval of the plan by the County of Wellington or prior to any grading/construction on the site, which ever occurs first, the Owner or their agents submit the following plans and reports to the satisfaction of the Town Engineer:
 - a. A tree inventory and protection plan which identified specific tree removal requirements and retention opportunities in accordance with the Environmental Impact Study prepared by (consultant's name and report date).
 - b. An invasive species management plan which is based on a tree inventory in accordance with the Environmental Impact Study prepared by (consultant's name and report date).
 - c. A detailed landscape plan including but not limited to: Park Block 224 and Entrance Features and Landscape Strip. The plan should also be in accordance with the Environmental Impact Study.
86. The Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, which ever comes first, to obtain written approval from the Town prior to the removal of any trees or destruction or injury to any part of a tree within the area of the draft plan.

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87. The Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, which ever comes first, to retain a "Qualified Person" to prepare all necessary Environmental Site Assessments (ESA) and file Record(s) of Site Condition with the Provincial Environmental Site Registry, where required, for all lands to be conveyed to the Town or County.
88. The "Qualified Person" shall be defined as the person who meets the qualifications prescribed by the Environmental Protection Act and O. Reg. 153/04, as amended. The lands to be conveyed to the Town shall be defined as any land or easement to be conveyed to the Town, in accordance with the Town's Environmental Policy and Procedures for Conveyance of Land to the Town Pursuant to the Planning Act.
89. The Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, which ever comes first, to submit Environmental Site Assessment (ESA) report(s) prepared by a Qualified Person, in accordance with the Environmental Protection Act and its regulations and all applicable standards, for all lands to be conveyed to the Town, and if applicable the County, for peer review and concurrence.
90. The Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, which ever comes first, to submit environmental clearance(s) and Reliance Letter(s) from a Qualified Person to the Town, for all lands or interests in lands to be conveyed to the Town, to the satisfaction of the Town. The Environmental Clearance and Reliance Letter will be completed in accordance with the Town's standard and will be signed by the Qualified Person and a person authorized to bind the Owner's company. The Town will not accept any modifications to the standard Environmental Clearance and Reliance Letter, except as and where indicated in the template.
91. The Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, which ever comes first, that if, during construction of the works within the Plan, contaminated soils or materials or groundwater are discovered, the Owner shall inform the Town Engineer in writing immediately, and undertake, at its own expense, the necessary measures to identify and remediate the contaminated soils or groundwater, all in accordance with the Environmental Protection Act and its regulations, to the satisfaction of the Town and the Ministry of the Environment, Conservation and Parks and other applicable agencies.
92. The Owner shall agree in the Subdivision Agreement to assume full responsibility for the environmental condition of the lands within the Plan. The Owner further agrees to indemnify and save harmless the Town, its directors, officers, Mayor, council members, employees and agents, and where applicable the County, its

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directors officers, Warden, council members, employees and agents, from any and all actions, causes of action, suite, claims, demands, losses, expenses and damages whatsoever that may arise either directly or indirectly from the approval and assumption by the Town of the municipal infrastructure, the construction and use of the municipal infrastructure or anything done or neglected to be done in connection with the use or any environmental condition on or under lands comprising the draft Plan of Subdivision, including any work undertaken by or on behalf of the Town in respect of the lands comprising the draft Plan of Subdivision and the execution of this Agreement.

93. The Owner shall agree in the Subdivision Agreement to implement the recommendations of the Environmental Impact Study prepared.
94. The Owner shall agree in the Subdivision Agreement to identify a list of Green Building Standard Features that will be incorporated into every home built within the Plan to achieve Energy Star Certification. The Green Building Standard Features will be listed in a Schedule of the Subdivision Agreement and any modifications to these specifications shall require the prior written consent of the Town's Chief Building Official.
95. The Owner shall agree in the Subdivision Agreement to submit a detailed environmental impact study/natural heritage evaluation to the satisfaction of the Town and Credit Valley Conservation in accordance with the Endangered Species Act, 2007, S.O. 2007, c.6. A clause shall be added to the Subdivision Agreement stating that the Owner shall carry out or cause to be carried out the recommendations of the study/evaluation.

Utilities

96. The Owner agrees that hydro-electric, telephone, gas, cable TV, high speed internet, and any other form of telecommunication services shall be constructed at no cost to the Town as underground facilities within the public road allowances or within other appropriate easements, as approved on the Composite Utility Plan, to the satisfaction of the Town and authorized agencies
97. The Owner shall agree in the Subdivision Agreement to provide confirmation to the Town that it has entered into any agreement or agreements required by any applicable utility companies, including Hydro One, Enbridge, telecommunications companies, etc.

Agreement Clauses

98. Prior to the release for registration of the Plan of Subdivision the Owner shall provide a "Home Buyers' Information Map" to the satisfaction of the Town, which

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- shall be posted by the Owner in any sales pavilion, on-line and is provided with the purchase and sale agreement. This Information Map shall include the approved location of all: parks, stormwater management ponds, community mailboxes, noise attenuation measures, perimeter fences and surrounding land uses.
99. The Owner shall agree in the Subdivision Agreement to identify how all conditions of draft approval are being addressed, and include, but not be limited to the following provisions in the subdivision agreement between the Owner and the Town, which provisions shall be in a form acceptable to the Town:
 - a. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree to implement the recommendations of supporting plans and reports.
 100. The Owner shall agree in the Subdivision Agreement that all vacant lands or lands to be retained by the Owner, within the Plan, shall be graded with topsoil and seed placed. The Owner shall also agree that these areas are to be kept clear of weeds and noxious plants and shall be maintained by the Owner in accordance with standards determined by the Town.
 101. The Owner shall agree in the Subdivision Agreement that all vacant lots shall be rough graded such that best efforts are taken to ensure there is no standing water and maintained in general conformance with the approved comprehensive grading plan. Efforts will be made to maintain the existing tree cover where applicable until such time as building envelopes have been established. The Owner shall also agree in the Subdivision Agreement to topsoil and seed any lots not proceeding to construction in a timely manner, as determined at the sole discretion of the Town.
 102. Prior to the execution of a Subdivision Agreement or release for registration of the Plan, or any phase within the Plan, the Owner shall stabilize and revegetate with topsoil and seed, all areas of the Plan that will not be proceeding to development within 12 months.
 103. The Owner shall agree in the Subdivision Agreement to provide for all necessary installations and connections to any municipal storm drainage, wastewater, and water services required to service the proposed development.
 104. The Owner shall agree in the Subdivision Agreement to provide fencing as required by the Engineering Drawings and to the satisfaction to the Town including, but not limited to, interfaces between the existing residential, Open Space Blocks, Natural Heritage Blocks and the Plan.
 105. The Owner shall agree in the Subdivision Agreement to install all Acoustical or Safety fencing, as required by the Engineering Drawings and Town Engineer, prior

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- to an Occupancy permit being issued for any lots where Acoustical or Safety fencing is required. However, if occupancy is granted between November 1 and April 30 the Acoustical or Safety fencing shall be completed by the following July 31.
106. The Owner shall agree in the Subdivision Agreement to provide for the design, the purchasing of material, and the installation a Light Emitting Diode ('LED') street lighting system in the Plan in accordance with Town Engineering Design Standards.
 107. The Owner shall agree in the Subdivision Agreement to provide for the conveyance of any lands and/or easements, free of all costs and encumbrances, to the Town that are necessary to construct the municipal services for the Plan, and which provide for any easements required for fire hydrants, stormwater drainage, utilities and servicing purposes, which may include any required easements and/or additional lands within and/or external to the Plan, to the satisfaction of the Town.
 108. The Owner shall agree in the Subdivision Agreement that all agreements of purchase and sale shall ensure that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan, are informed when land is transferred, of all the development charges related to this development.
 109. The Owner shall agree in the Subdivision Agreement that an adequate water supply and a sanitary sewage treatment plant and related capacities are available for the proposed development, and all development charges and overcontributions in accordance with the Front-ending Agreement dated August 10, 2021, and the Early Payment and Allocation Agreement, dated August 12, 2021, have been made.
 110. The Owner shall agree in the Subdivision Agreement to dedicate road allowances as public highways without monetary consideration and free of all encumbrances. Road widenings, Stormwater Management Blocks 228 & 229, Park Block 224, Open Space Block 230, Natural Heritage Blocks 225, 226 & 227, daylight triangles, environmental and buffer blocks, and 0.3 m reserves included within this draft plan of subdivision shall be dedicated to the Town without monetary consideration and free of all encumbrances.
 111. The Owner shall agree in the Subdivision Agreement to commit to provide appropriate information to all perspective buyers of lots adjacent to the Stormwater Management Facilities, Open Space Blocks or publicly owned Natural Heritage Systems through all agreements for purchase and sale, sales information, and community maps to ensure that the land owners are well informed that private use

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and/or access to the Open Space Blocks or Natural Heritage Blocks shall not be permitted, and reflect the intent of the following:

“The Open Space Blocks and Natural Heritage Blocks adjacent to the subject property is considered to be part of the Stormwater Management Facilities or publicly owned Natural Heritage Systems and will be maintained for environmental protection, and public use purposes. Please note that uses such as private picnics, barbeque or garden areas; and/or the dumping of refuse (e.g., grass/garden clippings household compostable goods, garbage etc.) are not permitted on these lands. In addition, access to these areas via private rear or side yard gates and/or ladders are prohibited.”

“Stormwater Management Facilities, Open Spaces and the Natural Heritage System are intended to be naturalized/kept in a natural state. As such, these areas may not receive routine maintenance such as grass and weed cutting.”

Miscellaneous

112. The Owner shall be responsible for posting signage on the property addressing Emergency Services Assistance to the satisfaction of the Town.
113. That, if final approval is not given to this Draft Plan No. 23T22004 within five (5) years of the day that draft approval is issued and if no extensions have been granted pursuant to subsection 51(33) of the Planning Act, draft approval shall lapse under subsection 51 (32) of the Planning Act, R.S.O. 1990. If the Owner wishes to request an extension to draft approval, a written explanation, together with a resolution from the Town must be received by the Director of Planning and Development for the County of Wellington prior to the lapsing date of **xxxxxx**. Please note an updated review of the plan, revisions to the conditions of approval, and any applicable fees, may be necessary if an extension is to be granted.
114. The Owner shall agree in the Subdivision Agreement to enter into a construction agreement and/or an encroachment agreement and/or any other agreement deemed necessary to permit the construction of municipal services, roads, stormwater management facilities or any other services that are required external to the draft Plan of Subdivision and that are required to service the proposed subdivision to the satisfaction of the Town. The Owner agrees to obtain a road occupancy permit if required and/or permission or license to enter, if required, from the external property owners prior to commencing any external works to the satisfaction of the Town and the County. The Owner further agrees to pay all costs associated with the construction of any external works required for the

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- development on lands owned by the Town and/or County, to the satisfaction of the Town Engineer and/or County.
115. The Owner shall agree in the Subdivision Agreement to include in the building permit application, all mitigation recommendations from the geotechnical consultant to waterproof basements, which are below the ground water to the satisfaction of the Chief Building Official on a lot specific basis. The Owner further covenants and agrees that the acceptance of these measures will be subject to compliance with the Ontario Building Code.
 116. The Owner shall provide and post display plans in all sales offices which clearly indicate the location of the following facilities in relation to the lot being purchased, prior to any Agreements of Purchase and Sale being executed by the Owner, a builder, or their real estate agents:
 - a. Parks by type, including Park and Open Space Concept Plans and Streetscape Plans;
 - b. stormwater management ponds and related facilities;
 - c. schools by type;
 - d. place of worship sites;
 - e. other institutional sites by type;
 - f. commercial sites by type;
 - g. other surrounding land uses and facilities as specified by the Town; existing or future: rail facilities,
 - h. provincial highways, arterial and collector roads, transit routes and stops;
 - i. Town approved sidewalk, walkway and bike route locations;
 - j. Town approved postal box and utility furniture locations or possible locations if prior to approval; and,
 - k. Town lot grading standards.
 117. The display map of the proposed development, showing the location of key features, including open spaces, parks, natural heritage blocks, trails, etc. is to be reviewed and approved by the Town prior to being used in the Sales Office.
 118. The Owner acknowledges and agrees that firebreak lots within the Plan shall be designated, to the satisfaction of the Town's Fire Prevention Officer.
 119. The Owner shall agree in the Subdivision Agreement to include in Offer to Purchase Agreements with prospective purchasers, warning clause including, but not limited to the following, if applicable, as required by the Town:
 - i. "Purchasers are advised that for all units with single car garages:

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- a. The Town's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage;
 - b. The Town's zoning by-law restricts the width of the driveway, this width is based on lot frontage and may not allow two cars to park side by side; and,
 - c. Overnight street parking is not permitted by the Town"
- ii. "Purchasers/tenants are advised that:
 - a. Lands adjacent to this property have been conveyed to the Town for environmental protection and/or stormwater management purposes. These lands will be left in an untouched, naturalized state. Purchasers are advised that building encroachments, dumping of yard waste, and removal of grass and vegetation are not permitted on Town-owned lands. No fence gates shall be permitted between private property and environmentally sensitive areas. Purchasers are further advised that trails are planned to be constructed within the valley system which may result in pedestrian traffic and noise.

Conditions of Draft Approval**Date July 24, 2025****Plan of Subdivision: File No. 23T-22003****Municipal Address: 5520 Eighth Line, Town of Erin****Legal Description: Part of Lot 16, Concession 8****Owner: 2779176 ONTARIO INC. (Mattamy)****Town of Erin**

General Conditions

1. Approval shall relate to Draft Plan of Subdivision 23T-22003 prepared by Korsiak Urban Planning, dated May 26, 2025, Fourth Submission, which illustrates
 - a. 182 Single Detached Lots,
 - b. 8 Residential Reserve Blocks,
 - c. 3 Natural Heritage Blocks,
 - d. 4 Open Space Blocks,
 - e. Servicing Block,
 - f. Roadways and 0.3m Reserves.
2. The Owner shall enter into and execute agreement(s) with The Corporation of the Town of Erin agreeing to satisfy all conditions, legal, financial (including fees and securities) and otherwise of the Town (collectively the "Subdivision Agreement"). The Subdivision Agreement and related documents shall be registered on title against the Lands, as provided for in the *Planning Act*, and, if applicable, at the sole expense of the Owner. The Subdivision Agreement shall contain provisions for the appropriate maintenance provisions and periods for all works and infrastructure to be conveyed to the Town, or the County, and the requirements for the assumption of all works and infrastructure, to the satisfaction of the Town or the County.
3. The Owner shall agree in the Subdivision Agreement that minor redline revisions to the Draft Plan may be required to ensure property alignment with existing or proposed lots, blocks, streets, and/or facilities on lands adjacent to the Draft Plan, to the satisfaction of the Town and all other authorities having jurisdiction in the matter. The Owner shall further agree that as a result of any unforeseen technical engineering issues which arise during the review of the final engineering drawings required revisions to the Plan of Subdivision may include reducing the number of residential building lots or reconfiguring the roads or lots to the Town's satisfaction. Further, it may be necessary to amend or revise the other conditions of draft approval accordingly.
4. That the Owner shall satisfy any technical review comments provided by the Town's external Peer Review Consultants, including Legal, Planning & Engineering, to the satisfaction of the Town. Further, the Owner agrees to be

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- responsible for paying all costs associated with the Town's external Peer Review Consultants.
5. Prior to the release for registration of the M-Plan, the Owner shall submit, to the satisfaction of the Town, the final draft M-Plan in both an electronic and hard copy version of the signed white paper print as approved by the Land Registry Office for registration.
 6. Prior to the release for registration of the M-Plan, the Owner shall submit, to the satisfaction of the Town, an electronic and hard copy version of the signed final draft Reference Plan(s) as approved by the Land Registry Office for registration
 7. Prior to the execution of the Subdivision Agreement the Owner shall, submit a schedule certified by an Ontario Land Surveyor indicating the areas and frontages of the Lots and Blocks within the Plan, to the satisfaction of the Town.
 8. Prior to the execution of the Subdivision Agreement, the Lands shall be:
 - a. appropriately designated in the Official Plan by an official plan by-law that has come into effect in accordance with the provisions of the *Planning Act*, R.S.O. 1990, c.P.13, as amended (the "*Planning Act*"); and
 - b. appropriately zoned by a Zoning By-law that has come into effect in accordance with the provisions of the *Planning Act*, R.S.O. 1990, c.P.13, as amended (the "*Planning Act*"), including any terms under which the Town's Council will consider the removal of a holding "H" symbol, as applicable.
 9. The Owner hereby covenants and agrees that the Subdivision Agreement shall be deemed by the parties hereto and their successors and assigns, to constitute "other applicable law" within the meaning of the *Building Code Act*, S.O. 1992, c23, as amended, or any successor or replacement legislation and the Town's Chief Building Official shall not be required to issue, and the Owner hereby covenants and agrees not to request the issuance of, any building permit with respect to the Owners lands or part thereof until such time as the Owner has, in the unfettered opinion of the Town, fully complied with all such provisions of the agreement as are capable of compliance prior to construction of dwellings. This provision may be pleaded as an estoppel in any court application brought by the Owners to compel issuance of a building permit.
 10. The Owner shall agree in the Subdivision Agreement to satisfy all the requirements, financial and otherwise, of the Town including but not limited to the provision and construction, where required, of roads, watermains, sanitary sewers, storm sewers, secondary emergency access, stormwater drainage systems, street signs, fencing, landscaping, street lighting, park equipment and other services for development of the Plan.

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11. Prior to the execution of the Subdivision Agreement, the Owner shall provide all applicable processing, administrative, consultant, and legal fees incurred by the Town related to the processing, administration and technical reviews pertaining to final approval. Such fees will be charged at the prevailing rates of approved Town Policies and By-laws on the day of payment. County fees will include Planning Department fees for administration and review of final approval for registration, and all required legal and consulting fees associated with the County sign-off of draft plan conditions.
12. Prior to execution of the Subdivision Agreement, or the Site Alteration Agreement the Owner shall provide a letter of credit or bond, in an amount to be determined by the Town Engineer, for all works within this draft Plan of subdivision to the satisfaction of the Town and the County, to ensure compliance with all applicable Town and County requirements.
13. The Owner shall agree in the Subdivision Agreement to make payment to the Town for all applicable Development Charges, in accordance with the Town's Development Charges By-law which is in effect at the time and in accordance with the Development Charges Act.
14. Prior to the execution of the Subdivision Agreement, the road allowances on the Plan shall be named to the satisfaction of the Town and County, and where those streets are not extensions of existing streets, that such new street names shall not be duplicated in spelling or phonetic sounding of street names elsewhere in the County.
15. The Owner shall agree in the Subdivision Agreement to erect and maintain signs on any vacant land within the Plan indicating the designated or proposed use of all lots and/or blocks (including temporary turning circles) on the Plan, other than those lots designated for residential purposes.
16. The Owner shall enter into a Cost Share Agreement with all the benefitting owners (Draft Plan 23T-22003 - Mattamy, Draft Plan 23T-22004 - Coscorp and Draft Plan 23T-220022 – Empire) for the design and construction of the following external infrastructure:
 - a. Eighth Line full reconstruction, from Sideroad 17 to Dundas Street West, including replacement/upsizing of watermain(s), storm sewer, trunk sanitary sewer, utilities, curbs, full depth granulars, two lifts for asphalt, sidewalks and streetlights. It is acknowledged that the design for the Eighth Line, due to numerous challenges, will only include a single sidewalk from:

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- i. Sideroad 17 to the proposed Pedestrian Crossing (PXO) on the Eighth Line, south of the bridge;
 - ii. Erin Heights Drive to Dundas Street West.
- b. Pedestrian Crossing (PXO) installation on the Eighth Line where the internal sidewalks/trails from the Mattamy/Coscorp Developments and Empire Developments meet at the Eighth Line.
- c. Sideroad 17 partial reconstruction from Elora Cataract Trail to the intersection with Street "C" entrance to Draft Plan 23T-22004 (Coscorp), including replacement/upsizing of watermain(s), trunk sanitary sewer, utilities, full depth granulars, two lifts for asphalt, with curb, concrete sidewalk and streetlights along the south side and open ditch and gravel shoulder along the north side.

The agreement shall provide for the orderly construction and financing of the aforementioned infrastructure by the benefitting owners and shall have a Trustee. Prior to the final approval of the plan, or any phase thereof, the Owner shall provide the Town with a letter or certificate from the Trustee confirming that the Owner is in good standing with respect to the said cost share agreement, that all payments required under the cost share agreement have been made and are up to date and that all securities for the aforementioned infrastructure have been posted with the Town.

Engineering Conditions

Roads & Municipal Services:

17. The Owner shall agree in the Subdivision Agreement to implement the requirements of all studies that are required by the Town Engineer for the development within the Plan of subdivision to the satisfaction of the Town Engineer.
18. Prior to the execution of the Subdivision Agreement or release for registration of the draft Plan of Subdivision, or any phase within the Plan, the Owner shall submit all technical reports, studies and engineering drawings that detail, among other things but not limited to, Town services, roads, storm sewers, stormwater management facilities, watermains, sanitary sewers, sidewalks, lot grading, parks, streetlights, fencing and tree planting, and financially-secure such works, in accordance with the Town Engineering Design Standards to the satisfaction of the Town Engineer. Prior to execution of the Subdivision Agreement the Owner shall also agree to revise the draft Plan(s) of Subdivision and or submit additional studies, as necessary to address all outstanding comments and incorporate the

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design and recommendations of the accepted technical reports, studies, and engineering drawings.

19. Prior to undertaking any grading or site alteration within the Plan, the Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, whichever comes first, to submit to the satisfaction of the Town, County and the Credit Valley Conservation the following:
 - a. Erosion Sedimentation Controls (ESC) Report (including calculations related to, size sediment ponds during construction, size temporary cut-off swales, size of topsoil stockpiles etc).
 - b. ESC Drawings showing construction access mat, silt control fence, silt ponds and traps, temporary cut-off swales.
 - c. Phase 1 & 2 ESA's.
 - d. Environmental Impact Study (EIS) Report.
 - e. Comprehensive Tree Removal & Tree Protection Drawings and an associated Arborist Report.
 - f. Geotechnical report(s), especially for recommendations for placing suitable fill material.
 - g. Parking of vehicles and the storage of construction and building materials during servicing and house construction, and ensuring that such locations will not impede the flow of traffic or emergency vehicles on either existing streets or the proposed public street;
 - h. Hydrogeological Assessment report(s).
 - i. Insurance that the Town's Noise By-law will be adhered to and that all contractors, trades and suppliers are advised of this By-law;
 - j. Provision of mud and dust control on all roads within and adjacent to the site;
 - k. A feature based water balance and monitoring plan including adaptive management measures, be prepared and implemented.
 - l. Location of construction trailers;
 - m. Detailed Grading Plans and Construction Site Drawings, including fulfilling all requirements for the issuance of a permit pursuant to Ontario Regulation 160/06 for any proposed grading within a regulated area, and

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- n. Construction Management/Traffic Management Plan(s) identifying primary and secondary haul routes for all equipment/materials entering or leaving the site(s). The Plan(s) should show at a macro level the routes to and from the site (avoiding residential areas where possible) and at a micro level the specifics around the entrances to and from the site.
20. Prior to the execution of the Subdivision Agreement, the Owner shall prepare a Neighbourhood Design Plan to the satisfaction of the Town which includes but is not limited to the following.
- a. Detailed Street Block and Land Use Plan
 - b. Comprehensive streetscape and open space plan

Phasing:

21. Prior to the execution of the Subdivision Agreement or registration of the Plan, or any phase thereof, the Owner shall submit the following plans or reports for review and approval, to the satisfaction of the Town:
- a. Phasing Plan for the review and approval which details the order and progression of the development and construction of the phases/stages of the draft plan of subdivision. The Phasing Plan shall address/include:
 - b. The orderly development of the subject lands, together with consideration for adjacent lands and access and servicing connections thereto; and the orderly sequence of services.
 - c. Available water and sanitary servicing capacity.
 - d. The timing of the construction of associated servicing works, stormwater management facilities (temporary and permanent), roads improvements, internal and external to the draft plan.
 - e. The first phase/stage shall include all the municipal infrastructure and municipal blocks associated with that phase, and more specifically, shall include the stormwater management and related drainage facilities, all environmental lands (and related buffers) to be conveyed into public ownership, and other blocks as required by and to the infrastructure and municipal blocks, and more specifically, shall include the stormwater management and related drainage facilities, all environmental lands (and related buffers) to be conveyed into public ownership, and other blocks as required by and to the satisfaction of the Town.
22. Prior to the registration of the Plan the Owner shall submit plans to the Town, if applicable, detailing any phasing of construction and development, together with

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- the means by which construction access to the Lands will be gained during any construction or phasing, and shall satisfy the Town with respect to arrangements necessary to provide for coordination of services and roads with adjacent lands and any phasing of development that may be required.
23. Prior to registration of any Phase, the Owner shall provide all necessary servicing easements related to each phase to be registered to service the property or the specific phase thereof to the satisfaction of the Town.
 24. The Owner shall agree in the Subdivision Agreement, if applicable, to phasing arrangements which may involve placing limitations on the issuance of Building Permits for residential lots within the plan and/or the registration of restrictive covenants in favour of the Town pursuant to section 118 of the *Land Titles Act*, R.S.O. 1990, c. L.5 preventing the sale or transfer of lots to third party purchasers prior to meeting phasing requirements related to matters such as the provision of access and the availability of municipal services.
 25. Prior to the execution of the Subdivision Agreement, the Owner shall provide, to the satisfaction of the Town, Urban Design/Architectural Control Guidelines dealing with such matters as street furniture, streetscape, boulevard planting, pedestrian linkages, bicycle paths, entrance features and architectural compatibility within the development and with adjacent development, in accordance with the Town of Erin Community & Urban Design Guidelines. Further, the guidelines are to contain appropriate design elements for development in proximity to heritage lots, that includes landscaping, house siting and design standards that have regard to compatible building types, colours and material palettes while having regard for modern building designs, techniques and materials. The recommendations of the Architectural Control Guidelines shall be implemented and overseen by a control architect to the satisfaction of the Town.
 26. The Owner shall agree in the Subdivision Agreement to consider, where feasible, the recommendations of the Urban Design Guidelines, as guiding principles, while recognizing that the Zoning By-law and Approved Plans shall govern. Any applicable recommendations of the Urban Design Guidelines, including proposed sustainability features, shall be incorporated into landscape plans, Architectural Control Guidelines, engineering plans, and any other required design documents, to the satisfaction of the Town, where such incorporation is consistent with the governing Zoning By-law and Approved Plans.
 27. The Owner shall agree in the Subdivision Agreement to establish Urban Design/Architectural Control review and implementation protocol to be carried out

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- by a control architect during the construction of the plan to the satisfaction of the Town.
28. The Owner shall agree in the Subdivision Agreement that any plans submitted for model home permits for any building within the plan of subdivision shall bear an approval stamp identifying the architectural company retained for architectural control and the signature of the control architect. The approval stamp shall certify that the, building elevations are designed in accordance with the approved Architectural Control Guidelines.
 29. The Owner shall ensure that the design architect for any buildings within this draft plan of subdivision shall not also assume the role of control architect for this draft plan of subdivision.
 30. Prior to the release for registration of the Draft Plan of Subdivision, or any phase thereof, the Owner shall submit Landscape Plans prepared by a qualified landscape architect based upon the Town Urban Design Guidelines, the approved Architectural Control Guidelines, and the approved Buffer and Landscape Restoration Plans, to the satisfaction of the Town including the following:
 - a. For all public streets, streetscape plan and street tree planting in accordance with Town Engineering Design Standards;
 - b. A specialized depth of topsoil in accordance with Town Engineering Design Standards in the entire municipal boulevard to appropriately plant boulevard trees;
 - c. Noise attenuation fencing as required;
 - d. For all lots backing or flanking onto an Open Space/Natural Heritage Block, Park Block, School Block or SWM Block, provide fencing on the property line, in accordance with Town Engineering Design Standards and as determined appropriate by the Town Engineer;
 - e. Provide a Landscaping Plan for all open space blocks, walkway blocks, and entrance feature areas. The plan should also be in accordance with the Environmental Impact Study;
 - f. A Trail Network Plan, showing sidewalks and trails within the development and their exterior connection to the Town's existing Trails including the Elora Cataract Trail;
 - g. Restoration works identified in the Buffer and Landscape Restoration Plans; and,

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- h. Any other landscaping as determined in the Urban Design Guidelines, Architectural Control Guidelines and the Tree Inventory and Compensation Schedule.

The Owner shall construct all landscape works in accordance with the Landscape Plans at no cost to the Town, however, the Owner will be entitled to Development Charge Credits to compensate the Owner for such Landscape Works provided that the works are contained in the Development Charges Bylaw.

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

“PURCHASERS ARE ADVISED THAT AS A CONDITION OF APPROVAL OF THE SUBDIVISION WITHIN WHICH THIS LOT IS LOCATED, THE TOWN OF ERIN HAS REQUIRED THE OWNER NOT TO ADD ANY OF THE FOLLOWING ITEMS AS AN ADD ON TO THE PURCHASE PRICE:

- STREET TREES (TREES PLANTED IN THE TOWN BOULEVARD OR IN ADJACENT PUBLIC LANDS;
- FENCING AS REQUIRED BY THE TOWN;
- NOISE ATTENUATION FENCING AS IDENTIFIED IN THE NOISE IMPACT STUDY;
- FENCING OF PARKS, WALKWAYS AND STORMWATER MANAGEMENT FACILITY BLOCKS;
- BUFFER PLANTING FOR OPEN SPACE, WALKWAY AND STORMWATER MANAGEMENT FACILITY BLOCKS AND SINGLE LOADED STREET ALLOWANCES; AND,
- DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE TOWN.

THE DEVELOPER HAS BORNE THE COST OF THESE ITEMS AND THE HOME PURCHASER IS NOT REQUIRED TO REIMBURSE THIS EXPENSE AS AN ADJUSTMENT TO THE HOME PURCHASE PRICE.”

Parkland, Open Spaces, Buffers and Walkways

32. The Owner shall agree in the Subdivision Agreement to compensate the owner of Draft Plan 23T-22004 for its over-dedication of parkland and, accordingly, will not be required to pay cash-in-lieu to the Town, as Park Block 224 on Draft Plan 23T-22004 shall be the full and final parkland dedication required for both Draft Plan 23T-22003 and Draft Plan 23T-22004.
33. Prior to the execution of the Site Alteration Agreement or Subdivision Agreement, whichever comes first, the Owner shall submit for review and approval by the

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- Town, a Tree Preservation Plan (TPP) and/or vegetation management plan (VMP), prepared by a consulting landscape architect in coordination with a certified arborist or registered professional forester or other environmental specialist, as required and shall include but not be limited to, detailed tree inventory, preservation zones, vegetation removals, monetary appraisal, compensation planting, to the satisfaction of the Town Engineer.
34. Prior to undertaking any grading or site alteration within the Plan, the Owner shall agree in the Site Alteration Agreement or Subdivision Agreement, whichever comes first to undertake tree preservation and maintenance measures and to remove all dead, damaged and diseased trees within the plan of subdivision to the satisfaction of the Town.
 35. Prior to undertaking any grading or site alteration within the Plan, the Owner shall agree in the Site Alteration Agreement or Subdivision Agreement, whichever comes first to install protective fencing in accordance with the approved Tree Preservation Plan and the approved Site Alteration Plan in accordance with the Town Engineering Design Standards and the applicable Engineering Drawings.
 36. Prior to undertaking any grading or site alteration within the Plan, the Owner shall agree in the Site Alteration Agreement or Subdivision Agreement, whichever comes first to construct protection fencing for all vegetation and natural areas to be preserved, in accordance with the vegetation management plan and that the Owner shall maintain this fencing in good condition for the duration of development within the Plan; and provide signage panels on protection fencing identifying the purpose of the fencing and indicating no disturbance beyond the fence to the satisfaction of the Town Engineer.
 37. The Owner shall agree in the Subdivision Agreement to retain the services of the Consulting Engineer until all subdivision related works including but not limited to overseeing the Design, Construction and ultimate assumption of the Works by the Town, including project monitoring, tree preservation, inspections, site management, Letter of Credit reductions and certification sign offs for assumption and end of general maintenance are completed and accepted to the satisfaction of the Town Engineer, as detailed in the Town Engineering Design Standards.
 38. The Owner shall agree in the Subdivision Agreement to install boundary/perimeter fencing in accordance with the Landscape and Fencing Plan to the satisfaction of the Town Engineer, including any noise attenuation fencing in locations recommended by the approved noise study for the subdivision and of appropriate aesthetic details and design in accordance with urban design guidelines and landscape plans.

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Legal Description: Part of Lot 16, Concession 8

Owner: 2779176 ONTARIO INC. (Mattamy)

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Landscaping:

39. The Owner shall agree in the Subdivision Agreement to submit a street tree planting plan to the satisfaction of the Town Engineer. The Street Tree Planting plan shall provide a minimum of one tree per each dwelling unit, that faces onto the street.

If it is determined and agreed to in writing by the Town Engineer, that the boulevard space in front of specific dwelling units is not sufficient in size to accommodate the required street tree, the Owner shall agree in the Subdivision Agreement to plant the tree(s) on other public lands within the development, at the discretion of the Town. Should be it determined by the Town not to have the tree(s) planted on other public lands within the development, the Developer will compensate the Town with cash-in-lieu payment of \$500 for each tree(s) that could not be planted. This specific cash-in-lieu for street boulevard trees shall be paid to the Town.

Engineering Plans

40. Prior to any site alteration, with the exception of site alteration to install sediment control measures and construction mitigation control measures required pursuant to these draft plan conditions, the Owner shall agree to have such measures constructed and fully operational. The erosion and siltation control facilities shall be regularly inspected by the Owner's engineer during all phases of development and construction including grading, servicing, and building construction, and such inspection reports shall be submitted to the Town on a monthly or more frequent basis if deemed necessary by the Town Engineer to address concerns related to the works.
41. The Owner shall agree in the Subdivision Agreement to construct all the municipal services associated with the Plan in accordance with the detailed Engineering Drawings & Reports and the latest Town Engineering Design Standards to the satisfaction of the Town Engineer.
42. The Owner shall agree in the Subdivision Agreement to submit the following reports prepared by a Professional Engineer to the satisfaction of the Chief Building Official and Town Engineer:
- a. A report certifying the quality/suitability of all fill material placed within the subdivision on the property. This report shall include a description of the placement location and quality/suitability of the fill material to be placed on the property

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b. A report providing an opinion on the presence of soil gases (radon and methane) in the plan of subdivision in accordance with the applicable provisions contained in the Ontario Building Code.

c. A soils report

Each of these reports must be submitted prior to the issuance of any Building Permits within the development.

43. The Owner shall agree in the Subdivision Agreement to implement all proposed mitigation measures recommended in the associated Engineering Drawings and Reports including the Noise Study, to the satisfaction of the Town Engineer.

Easements

44. The Owner shall agree in the Subdivision Agreement to convey the following to the Town, at no costs:
- a. any easements as required; and, any reserves as required by the Town.
 - b. any conveyance or easement to any utility to facilitate the installation of their services in a location(s) to the satisfaction of the Town and the utility.
 - c. any easements required on third party lands for servicing and such easements shall be in a location as determined by the Town and are to be granted upon registration of the specific phase.
 - d. any easement for works, facilities or use rights that are required by the Town.
45. The Owner also agrees to provide for any easements and works external to the draft Plan of Subdivision, necessary to connect watermains and storm and sanitary sewers to existing watermains, stormwater management facilities and sanitary sewers, where required, to the satisfaction of the Town.
46. The Owner agrees to construct the lands within the limit of the easement in a manner satisfactory to the Town to allow the municipal services within the easement to be properly maintained by the Town.
47. The Owner agrees to convey 0.3 metre reserves that are identified on the Plan to the Town, free of all costs and encumbrances, upon registration of the Plan of Subdivision or any phase within the Plan.

Stormwater

48. The Owner shall agree in the Subdivision Agreement to satisfy the Town Engineer respecting a stormwater drainage and management system to service all the lands in the subdivision, and any provisions regarding easements.

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49. The Owner shall agree in the Subdivision Agreement to construct at its expense, and to the specifications outlined by the Town, the Storm Water Management infrastructure, in accordance with the Engineering drawings, which the Owner shall convey to the Town without monetary consideration and free of all encumbrances.
50. The Owner shall agree in the Subdivision Agreement to maintain all storm water management infrastructure, and erosion and sedimentation control structures (ESC) in good repair and operating order throughout all phases of construction until final acceptance of services has been granted by the Town.
51. The Owner shall agree in the Subdivision Agreement to provide all required easements or conveyance of lands required for all stormwater management infrastructure and LID measures to the satisfaction of the Town in conjunction with the registration of the plan of subdivision.
52. The Owner shall agree in the Subdivision Agreement that no stormwater management infrastructure will be built and/or major graded completed until all applicable permits and/or approvals are received from the Town and other applicable agencies. However, in advance of the stormwater management facilities and associated infrastructure being constructed the Erosion & Sediment Measures and Control Ponds can be built and/or preliminarily graded completed, following issuance of the Site Alteration Permit.
53. The Owner shall agree in the subdivision agreement that all stormwater management infrastructure and LID Measures will be designed to be consistent with the Town's Engineering Design Standards and the requirements and recommendations of Credit Valley Conversation.
54. Prior to any site alteration and final approval, the Owner shall submit a Stormwater Management (SWM) report, to the satisfaction of the Town and Credit Valley Conversation in accordance with applicable MECP, CA and Town Engineering Design Standards.
55. The Owner shall agree in the Subdivision Agreement to compensate the owner of Draft Plan 23T-22004 for their share of the one time financial contribution they will have to make to the Town, prior to the stormwater infrastructure, associated with Block 229, within Draft Plan 23T-22004 being assumed by the Town, equivalent to five (5) years of Operation and Maintenance of the Stormwater Management Facilities and associated stormwater infrastructure, as determined by the Operations and Maintenance Manual (O&M) prepared by the Developers Engineer and approved by the Town.

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Water Servicing

56. The Owner shall agree in the Subdivision Agreement, or External Works Agreement to construct the following new trunk watermain, capable of providing the required flows to the proposed Draft Plan 23T-22003 (Mattamy), Draft Plan 23T-22004 (Coscorp) & Draft Plan 23T-220022 (Empire) developments in accordance with Town Engineering Design Standards on:

- a. Sideroad 17, from the new Water Booster Station to the intersection with Street "C", being the entrance to Draft Plan 23T-22004 (Coscorp Development).
- b. Eighth Line, from Sideroad 17 to the intersection with Street "E" entrance to Draft Plan 23T-22003 (Mattamy Development).

The diameter of the aforementioned watermain shall be determined by the Town Engineer to ensure that adequate flows, including Max Day + Fire Flows are available throughout the proposed Plan utilizing the Town's Water Model.

If the Owner designs and constructs the aforementioned external trunk watermain, the Owner will be entitled to Development Charge Credits to compensate the Owner for such works, provided that the works are contained within the Development Charges Bylaw.

57. The Owner shall agree in the Subdivision Agreement that no Building Permits will be issued for any of the units within the Plan, until the Town Engineer has confirmed in writing, that each of the following works are within nine (9) months of being fully commissioned:

- a. New watermain on:
 - i. Sideroad 17, from the new Water Booster Station to the intersection with Street "C" being the entrance to Draft Plan 23T-22004 (Coscorp Development).
 - ii. Eighth Line, from Sideroad 17 to the intersection with Erin Heights Drive or Street "E" being the entrance to Draft Plan 23T-22003 (Mattamy Development).
- b. New Water Booster Station on Sideroad 17 capable of providing the required Fire Flows to the high pressure zone of the Draft Plan 23T-22003 (Mattamy Development).
- c. New Municipal Well E9 and associated Trunk watermain on Wellington Rd 23 & Sideroad 17, capable of providing additional Max Day flow to the existing Municipal Water system in Erin.

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Furthermore, the Owner shall agree in the Subdivision Agreement that, if the New Booster Station (item b) and Well E9 (item c) are not anticipated to be commissioned within nine (9) months, Building Permits may be requested, subject to the satisfaction of the following two additional conditions:

- d. Confirmation from the Town Engineer that the existing Municipal Water System has adequate residual water capacity to service the lots within the applicable Phase of the Plan, where permits are being requested.

and

- e. The Owner's Engineer submitting a report, which is accepted by the Town Engineer and the Fire Chief, identifying how the required fire flows, in accordance with Town Engineering Design Standards will be provided for the lots within the applicable Phase of the Plan, where permits are being requested, in advance of the Town's new water infrastructure referenced in a), b) & c) above being commissioned.

- 58. The Owner shall agree in the Subdivision Agreement to construct appropriately sized watermains within the development in accordance with the Town's Water Model to ensure that adequate flows (Max Day + Fire Flows) are available throughout the proposed development.
- 59. The Owner shall agree in the Subdivision Agreement that building permits will not be issued within the Plan until the Fire Chief has confirmed in writing that they are satisfied that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment is available during house construction. The Owner shall further covenant and agree that fire protection sprinklers (if required) are installed to the satisfaction of the Fire Chief or his designate.
- 60. The Owner shall agree in the Subdivision Agreement that no Occupancy Certificates will be granted for any of the units within the Plan, until the Town Engineer has confirmed in writing that adequate flows, including Max Day + Fire Flows at the required pressures are available throughout the Plan. The Owner shall also agree in the Subdivision Agreement to upsize any watermains, within the Plan or external to the Plan, to ensure that adequate flows, including Max Day + Fire Flows are available throughout the proposed Plan, as determined by the Town Engineer utilizing the Town's Water Model.

If the Owner completes any of the external Water system improvements to accommodate the servicing of the Plan, the Owner may, at the sole discretion of

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the Town, be eligible for the Development Charge credits for the external Water system improvements.

61. Prior to the execution of the Subdivision Agreement or release for registration of the Plan, or any phase within the Plan, the Town shall be satisfied that adequate Water capacity is available, or will be within nine (9) months, within the Town's Water System to accommodate the development of the Plan, or any Phase thereof.

Wastewater Servicing

62. The Owner shall agree in the Subdivision Agreement that Building Permits will not be issued for any of the units within the Plan until the Town Engineer has confirmed in writing, that each of the following works are within nine (9) months of being fully commissioned:

- a. The Town's Wastewater Recovery Facility (WRRF) on Wellington Rd 52.
- b. The Pumping Station in Lion's Club Park plus the forcemain to the WRRF.
- c. The Trunk Sanitary Sewer on the Elora Cataract Trail from Sideroad 17 to Main Street and south on Main Street to the Pumping Station in Lion's Club Park.

Further, the Owner shall agree in the Subdivision Agreement that no Occupancy permits will be granted until the Town has confirmed in writing, that the aforementioned works are fully commissioned.

63. The Owner shall agree in the Subdivision Agreement or External Works Agreement to construct a new sanitary sewer, in accordance with Town Engineering Standards capable of servicing the proposed Draft Plan 23T-22003 (Mattamy), Draft Plan 23T-22004 (Coscorp) & Draft Plan 23T-220022 (Empire) developments, including road reconstruction on:

- a. Sideroad 17, from the Trunk Sanitary Sewer on the Elora Cataract Trail to the Eighth Line.
- b. Eighth Line, from Sideroad 17 to Erin Heights Drive, being Street "E" entrance to Draft Plan 23T-22003 (Mattamy Development).

The Owner shall also agree in the Subdivision Agreement or External Works Agreement to install residential services laterals, in accordance with Town Engineering Standards up to the Municipal property line, for the existing lots on the Eighth Line that are fronting this new sanitary sewer. These service laterals to the existing lots on the Eighth Line will be at the Owners expense, with no reimbursement from the Town or existing property owners on the Eighth Line.

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64. Prior to the execution of the Subdivision Agreement or release for registration of the Plan, or any phase within the Plan, the Town shall be satisfied that Wastewater capacity is available, or will be within nine (9) months, of the Town's Wastewater System being able to accommodate the development of the Plan, or any Phase thereof.
65. In the event that the external sanitary sewers are not constructed through an External Servicing Agreement by all benefitting Owners and the cost to construct such services have been front ended by only some of the benefitting Owners, then the Town will use its "Best Efforts" to require the non-participating benefitting Owners to compensate the benefitting Owners who have made the said payments on a benefitting share basis within five (5) years of execution of the Subdivision Agreement. The specific terms of the clause will be defined in the Subdivision Agreement. For the purposes of this condition, "Best Efforts" can include, at the discretion of the Town, the imposition of Draft Plan conditions on subsequent developments, entering into Front Ending Agreements and DC Credit Agreements under the Development Charges Act and trustee Developer Group agreements.

Transportation

66. The Owner shall agree in the Subdivision Agreement to update the Traffic Impact Study (TIS) to respond to all outstanding Peer Review comments to the satisfaction of the Town Engineer and/or the County.
67. That the road allowances included in this Draft Plan shall be shown and dedicated as public highways to the satisfaction of the Town.
68. That any dead ends and open sides of road allowances along local roads created by this draft plan shall be terminated in 0.3 metre reserves and shall agree to convey those reserves to the Town at no expense and free and clear of any encumbrances.
69. The Owner shall agree in the Subdivision Agreement, or External Works Agreement that the following external road works shall be completed to the satisfaction of the Town:
 - a. Eighth Line full reconstruction, from Sideroad 17 to Dundas Street West, including replacement/upsizing of watermain(s), storm sewer, trunk sanitary sewer, utilities, curbs, full depth granulars, two lifts for asphalt, sidewalks and streetlights. It is acknowledged that the design for the Eighth Line, due to numerous challenges, will only include a single sidewalk from:
 - i. Sideroad 17 to the proposed Pedestrian Crossing (PXO) on the Eighth Line, south of the bridge;

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- ii. Erin Heights Drive to Dundas Street West.
- b. Pedestrian Crossing (PXO) installation on the Eighth Line where the internal sidewalks/trails from the Mattamy/Coscorp Developments and Empire Developments meet at the Eighth Line.
- c. Sideroad 17 partial reconstruction from Elora Cataract Trail to the intersection with Street "C" entrance to Draft Plan 23T-22004 (Coscorp), including replacement/upsizing of watermain(s), trunk sanitary sewer, utilities, full depth granulars, two lifts for asphalt, with curb, concrete sidewalk and streetlights along the south side and open ditch and gravel shoulder along the north side.

If the Owner designs and constructs the aforementioned external roads, the Owner will be entitled to Development Charge Credits to compensate the Owner for such works provided that the works are contained within the Development Charges Bylaw.

Heritage

- 70. The Owner shall agree in the Subdivision Agreement that if archaeological remains are found during construction activities, the consultant archaeologist, Town and the MHSTCI shall be immediately notified.
- 71. The Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, whichever ever comes first, to carry out the recommendations of the approved Heritage Impact Assessment, prepared by Stantec including other Town and/or applicable Agency requirements.

Environmental

- 72. That prior to any grading or construction on the site, and prior to registration of the plan, the Owner shall demonstrate to the satisfaction of the Town how Ministry of Natural Resources and Forestry (MNRF) and Endangered Species Act (ESA) requirements as been fulfilled related to the following:
 - a. Provision of detailed methodology and results for review for Species at Risk Bats for wooded areas;
 - b. Provision of the methodology and findings of the assessment of the unoccupied house on the property which concluded that it did not provide bat habitat;
 - c. Provision of additional details regarding the Barn Swallow surveys (e.g. methodology, timing, and weather conditions); and
 - d. Provision of a Development Plan.

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73. The Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, which ever comes first, to complete a hydrogeological assessment report to ensure there is no impacts to the shallow and/or deep groundwater and to any of the existing active wells found within the Zone of Influence (ZOI) as determined by the Owner's consultant. The Owner further agrees to implement any mitigation measures recommended in the hydrogeological assessment report to the satisfaction of the Town.
74. The Owner shall agree in the Subdivision Agreement, to the satisfaction of Town and Wellington Source Water Protection, that:
- a. Sanitary sewer and storm sewer pipes within the wellhead protection areas, be constructed of materials and with joints that are equivalent to watermain standards and are pressure tested in accordance with OPSS 411, as outlined in the RJ Burnside report entitled Drinking Water Threats Disclosure Report and Salt Management Plan dated June 2022;
 - b. All private water wells, including those installed for groundwater observation, be maintained or decommissioned in accordance with Ontario Regulation 903 and that documentation be submitted to the Town Risk Management Official;
 - c. A Record of Site Condition be required and documentation be submitted to the Town's Risk Management Official.
75. The Owner shall agree in the Subdivision Agreement, to the satisfaction of Town and applicable Agencies that:
- a. A pre-construction water supply well survey be completed for properties within 500 m of the subject lands to establish baseline conditions, including baseline water levels and water quality sampling in representative private wells (subject to voluntary participation by well owners).
 - b. That a monitoring program be developed by the Owner's hydrogeologist to monitor groundwater and surface water levels in the wetland units and upgradient catchment areas on the subject lands, including pre-, during and post-construction monitoring.
 - c. That the monitoring program identified in b), above, also include during and post-construction monitoring of the off-site man-made pond located at 5570 Eighth Line (subject to voluntary participation by homeowner).
 - d. That a dewatering assessment be undertaken to estimate construction dewatering volumes and recommend mitigation measures, including design recommendations to mitigate seepage and redirection of groundwater flow (e.g., anti-seepage collars, clay plugs, etc.).
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- e. That any unused wells must be abandoned by a licensed well contractor in accordance with R.R.O. 1990, Reg. 903: Wells once they are no longer required for monitoring.
76. The Owner shall agree in the Subdivision Agreement to carry out the recommendations of the Ecological Benefit Actions and Monitoring Plan, prepared by R.J. Burnside & Associates Limited to the satisfaction of the Town and/or applicable Agencies.
77. The Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, which ever comes first, to be responsible for complying with and satisfying all applicable policies and requirements of approval from the Town, County of Wellington, the Ministry of the Environment, Conservation and Parks (MECP), Ministry of Natural Resources and Forestry (MNRF), Credit Valley Conservation (CVC), and any other applicable agency.
78. That prior to final approval of the plan by the County of Wellington or prior to any grading/construction on the site, which ever occurs first, the Owner or their agents shall submit the following plans and reports to the satisfaction of the Town Engineer:
 - a. A tree inventory and protection plan which identified specific tree removal requirements and retention opportunities in accordance with the Environmental Impact Study prepared by (consultant's name and report date).
 - b. An invasive species management plan which is based on a tree inventory in accordance with the Environmental Impact Study prepared by (consultant's name and report date).
79. The Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, which ever comes first, to obtain written approval from the Town prior to the removal of any trees or destruction or injury to any part of a tree within the area of the draft plan.
80. The Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, which ever comes first, to retain a "Qualified Person" to prepare all necessary Environmental Site Assessments (ESA) and file Record(s) of Site Condition with the Provincial Environmental Site Registry, where required, for all lands to be conveyed to the Town or County.
81. The "Qualified Person" shall be defined as the person who meets the qualifications prescribed by the Environmental Protection Act and O. Reg. 153/04, as amended. The lands to be conveyed to the Town shall be defined as any land or easement

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- to be conveyed to the Town, in accordance with the Town's Environmental Policy and Procedures for Conveyance of Land to the Town Pursuant to the Planning Act.
82. The Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, which ever comes first, to submit Environmental Site Assessment (ESA) report(s) prepared by a Qualified Person, in accordance with the Environmental Protection Act and its regulations and all applicable standards, for all lands to be conveyed to the Town, and if applicable the County, for peer review and concurrence.
 83. The Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, which ever comes first, to submit environmental clearance(s) and Reliance Letter(s) from a Qualified Person to the Town, for all lands or interests in lands to be conveyed to the Town, to the satisfaction of the Town. The Environmental Clearance and Reliance Letter will be completed in accordance with the Town's standard and will be signed by the Qualified Person and a person authorized to bind the Owner's company. The Town will not accept any modifications to the standard Environmental Clearance and Reliance Letter, except as and where indicated in the template.
 84. The Owner shall agree in the Subdivision Agreement or the Site Alteration Agreement, which ever comes first, that if, during construction of the works within the Plan, contaminated soils or materials or groundwater are discovered, the Owner shall inform the Town Engineer in writing immediately, and undertake, at its own expense, the necessary measures to identify and remediate the contaminated soils or groundwater, all in accordance with the Environmental Protection Act and its regulations, to the satisfaction of the Town and the Ministry of the Environment, Conservation and Parks and other applicable agencies.
 85. The Owner shall agree in the Subdivision Agreement to assume full responsibility for the environmental condition of the lands within the Plan. The Owner further agrees to indemnify and save harmless the Town, its directors, officers, Mayor, council members, employees and agents, and where applicable the County, its directors officers, Warden, council members, employees and agents, from any and all actions, causes of action, suite, claims, demands, losses, expenses and damages whatsoever that may arise either directly or indirectly from the approval and assumption by the Town of the municipal infrastructure, the construction and use of the municipal infrastructure or anything done or neglected to be done in connection with the use or any environmental condition on or under lands comprising the draft Plan of Subdivision, including any work undertaken by or on

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behalf of the Town in respect of the lands comprising the draft Plan of Subdivision and the execution of this Agreement.

86. The Owner shall agree in the Subdivision Agreement to implement the recommendations of the Environmental Impact Study prepared.
87. The Owner shall agree in the Subdivision Agreement to identify a list of Green Building Standard Features that will be incorporated into every home built within the Plan to achieve Energy Star Certification. The Green Building Standard Features will be listed in a Schedule of the Subdivision Agreement and any modifications to these specifications shall require the prior written consent of the Town's Chief Building Official.
88. The Owner shall agree in the Subdivision Agreement to submit a detailed environmental impact study/natural heritage evaluation to the satisfaction of the Town and Credit Valley Conservation in accordance with the Endangered Species Act, 2007, S.O. 2007, c.6. A clause shall be added to the Subdivision Agreement stating that the Owner shall carry out or cause to be carried out the recommendations of the study/evaluation.

Utilities

89. The Owner agrees that hydro-electric, telephone, gas, cable TV, high speed internet, and any other form of telecommunication services shall be constructed at no cost to the Town as underground facilities within the public road allowances or within other appropriate easements, as approved on the Composite Utility Plan, to the satisfaction of the Town and authorized agencies
90. The Owner shall agree in the Subdivision Agreement to provide confirmation to the Town that it has entered into any agreement or agreements required by any applicable utility companies, including Hydro One, Enbridge, telecommunications companies, etc.

Agreement Clauses

91. Prior to the release for registration of the Plan of Subdivision the Owner shall provide a "Home Buyers' Information Map" to the satisfaction of the Town, which shall be posted by the Owner in any sales pavilion, on-line and is provided with the purchase and sale agreement. This Information Map shall include the approved location of all: parks, stormwater management ponds, community mailboxes, noise attenuation measures, perimeter fences and surrounding land uses.
92. The Owner shall agree in the Subdivision Agreement to identify how all conditions of draft approval are being addressed, and include, but not be limited to the

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following provisions in the subdivision agreement between the Owner and the Town, which provisions shall be in a form acceptable to the Town:

- a. The subdivision agreement between the Owner and the Town shall contain provisions where the Owner shall agree to implement the recommendations of supporting plans and reports.
93. The Owner shall agree in the Subdivision Agreement that all vacant lands or lands to be retained by the Owner, within the Plan, shall be graded with topsoil and seed placed. The Owner shall also agree that these areas are to be kept clear of weeds and noxious plants and shall be maintained by the Owner in accordance with standards determined by the Town.
94. The Owner shall agree in the Subdivision Agreement that all vacant lots shall be rough graded such that best efforts are taken to ensure there is no standing water and maintained in general conformance with the approved comprehensive grading plan. Efforts will be made to maintain the existing tree cover where applicable until such time as building envelopes have been established. The Owner shall also agree in the Subdivision Agreement to topsoil and seed any lots not proceeding to construction in a timely manner, as determined at the sole discretion of the Town.
95. Prior to the execution of a Subdivision Agreement or release for registration of the Plan, or any phase within the Plan, the Owner shall stabilize and revegetate with topsoil and seed, all areas or future Phases of the Plan that will not be proceeding to development within 12 months.
96. The Owner shall agree in the Subdivision Agreement to provide for all necessary installations and connections to any municipal storm drainage, wastewater, and water services required to service the proposed development.
97. The Owner shall agree in the Subdivision Agreement to provide fencing as required by the Engineering Drawings and to the satisfaction to the Town including, but not limited to, interfaces between the existing residential, Open Space Blocks, Natural Heritage Blocks and the Plan.
98. The Owner shall agree in the Subdivision Agreement to install all Acoustical or Safety fencing, as required by the Engineering Drawings and Town Engineer, prior to an Occupancy permit being issued for any lots where Acoustical or Safety fencing is required. However, if occupancy is granted between November 1 and April 30 the Acoustical or Safety fencing shall be completed by the following July 31.
99. The Owner shall agree in the Subdivision Agreement to provide for the design, the purchasing of material, and the installation a Light Emitting Diode ('LED') street

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- lighting system in the Plan in accordance with Town Engineering Design Standards.
100. The Owner shall agree in the Subdivision Agreement to provide for the conveyance of any lands and/or easements, free of all costs and encumbrances, to the Town that are necessary to construct the municipal services for the Plan, and which provide for any easements required for fire hydrants, stormwater drainage, utilities and servicing purposes, which may include any required easements and/or additional lands within and/or external to the Plan, to the satisfaction of the Town.
 101. The Owner shall agree in the Subdivision Agreement that all agreements of purchase and sale shall ensure that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan, are informed when land is transferred, of all the development charges related to this development.
 102. The Owner shall agree in the Subdivision Agreement that an adequate water supply and a sanitary sewage treatment plant and related capacities are available for the proposed development, and all development charges and overcontributions in accordance with the Front-ending Agreement dated August 10, 2021, and the Early Payment and Allocation Agreement, dated August 12, 2021, have been made.
 103. The Owner shall agree in the Subdivision Agreement to dedicate road allowances as public highways without monetary consideration and free of all encumbrances. Road widenings, Open Space Blocks 183, 184, 185 & 186, Natural Heritage Blocks 187, 188 & 189, daylight triangles, Servicing Block 202, environmental and buffer blocks, and 0.3 m reserves included within this draft plan of subdivision shall be dedicated to the Town without monetary consideration and free of all encumbrances.
 104. The Owner shall agree in the Subdivision Agreement to commit to provide appropriate information to all perspective buyers of lots adjacent to the Open Space Blocks or publicly owned Natural Heritage Blocks through all agreements for purchase and sale, sales information, and community maps to ensure that the land owners are well informed that private use and/or access to the Open Space Blocks or Natural Heritage Blocks shall not be permitted, and reflect the intent of the following:

“The Open Space Blocks and Natural Heritage Blocks adjacent to the subject property is considered to be part of the owned Natural Heritage Systems and will be maintained for environmental protection, and public use purposes.

Subdivision: File No. 23T-22003

Municipal Address: 5520 Eighth Line, Town of Erin

Legal Description: Part of Lot 16, Concession 8

Owner: 2779176 ONTARIO INC. (Mattamy)

Town of Erin

Please note that uses such as private picnics, barbeque or garden areas; and/or the dumping of refuse (e.g., grass/garden clippings household compostable goods, garbage etc.) are not permitted on these lands. In addition, access to these areas via private rear or side yard gates and/or ladders are prohibited.”

“Open Space Blocks and the Natural Heritage Blocks are intended to be naturalized/kept in a natural state. As such, these areas may not receive routine maintenance such as grass and weed cutting.”

Miscellaneous

105. The Owner shall be responsible for posting signage on the property addressing Emergency Services Assistance to the satisfaction of the Town.
106. That, if final approval is not given to this Draft Plan No. 23T-22004 within five (5) years of the day that draft approval is issued and if no extensions have been granted pursuant to subsection 51(33) of the Planning Act, draft approval shall lapse under subsection 51 (32) of the Planning Act, R.S.O. 1990. If the Owner wishes to request an extension to draft approval, a written explanation, together with a resolution from the Town must be received by the Director of Planning and Development for the County of Wellington prior to the lapsing date of XXXXX. Please note an updated review of the plan, revisions to the conditions of approval, and any applicable fees, may be necessary if an extension is to be granted.
107. The Owner shall agree in the Subdivision Agreement to enter into a construction agreement and/or an encroachment agreement and/or any other agreement deemed necessary to permit the construction of municipal services, roads, stormwater management facilities or any other services that are required external to the draft Plan of Subdivision and that are required to service the proposed subdivision to the satisfaction of the Town. The Owner agrees to obtain a road occupancy permit if required and/or permission or license to enter, if required, from the external property owners prior to commencing any external works to the satisfaction of the Town and the County. The Owner further agrees to pay all costs associated with the construction of any external works required for the development on lands owned by the Town and/or County, to the satisfaction of the Town Engineer and/or County.
108. The Owner shall agree in the Subdivision Agreement to include in the building permit application, all mitigation recommendations from the geotechnical consultant to waterproof basements, which are below the ground water to the satisfaction of the Chief Building Official on a lot specific basis. The Owner further

Subdivision: File No. 23T-22003

Municipal Address: 5520 Eighth Line, Town of Erin

Legal Description: Part of Lot 16, Concession 8

Owner: 2779176 ONTARIO INC. (Mattamy)

Town of Erin

- covenants and agrees that the acceptance of these measures will be subject to compliance with the Ontario Building Code.
109. The Owner shall provide and post display plans in all sales offices which clearly indicate the location of the following facilities in relation to the lot being purchased, prior to any Agreements of Purchase and Sale being executed by the Owner, a builder, or their real estate agents:
 - a. Parks by type, including Park and Open Space Concept Plans and Streetscape Plans;
 - b. stormwater management ponds and related facilities;
 - c. schools by type;
 - d. place of worship sites;
 - e. other institutional sites by type;
 - f. commercial sites by type;
 - g. other surrounding land uses and facilities as specified by the Town; existing or future: rail facilities,
 - h. provincial highways, arterial and collector roads, transit routes and stops;
 - i. Town approved sidewalk, walkway and bike route locations;
 - j. Town approved postal box and utility furniture locations or possible locations if prior to approval; and,
 - k. Town lot grading standards.
 110. The display map of the proposed development, showing the location of key features, including open spaces, parks, natural heritage blocks, trails, etc. is to be reviewed and approved by the Town prior to being used in the Sales Office.
 111. The Owner acknowledges and agrees that firebreak lots within the Plan shall be designated, to the satisfaction of the Town's Fire Prevention Officer.
 112. The Owner shall agree in the Subdivision Agreement to include in Offer to Purchase Agreements with prospective purchasers, warning clause including, but not limited to the following, if applicable, as required by the Town:
 - i. "Purchasers are advised that for all units with single car garages:
 - a. The Town's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage;
 - b. The Town's zoning by-law restricts the width of the driveway, this width is based on lot frontage and may not allow two cars to park side by side; and,
 - c. Overnight street parking is not permitted by the Town"
 - ii. "Purchasers/tenants are advised that:

Conditions of Draft Approval

Date July 24, 2025

Subdivision: File No. 23T-22003

Municipal Address: 5520 Eighth Line, Town of Erin

Legal Description: Part of Lot 16, Concession 8

Owner: 2779176 ONTARIO INC. (Mattamy)

Town of Erin

- a. Lands adjacent to this property have been conveyed to the Town for environmental protection and/or stormwater management purposes. These lands will be left in an untouched, naturalized state. Purchasers are advised that building encroachments, dumping of yard waste, and removal of grass and vegetation are not permitted on Town-owned lands. No fence gates shall be permitted between private property and environmentally sensitive areas. Purchasers are further advised that trails are planned to be constructed within the valley system which may result in pedestrian traffic and noise.

Zoning By-law Amendments & Erin Conditions of Draft Plan Approval

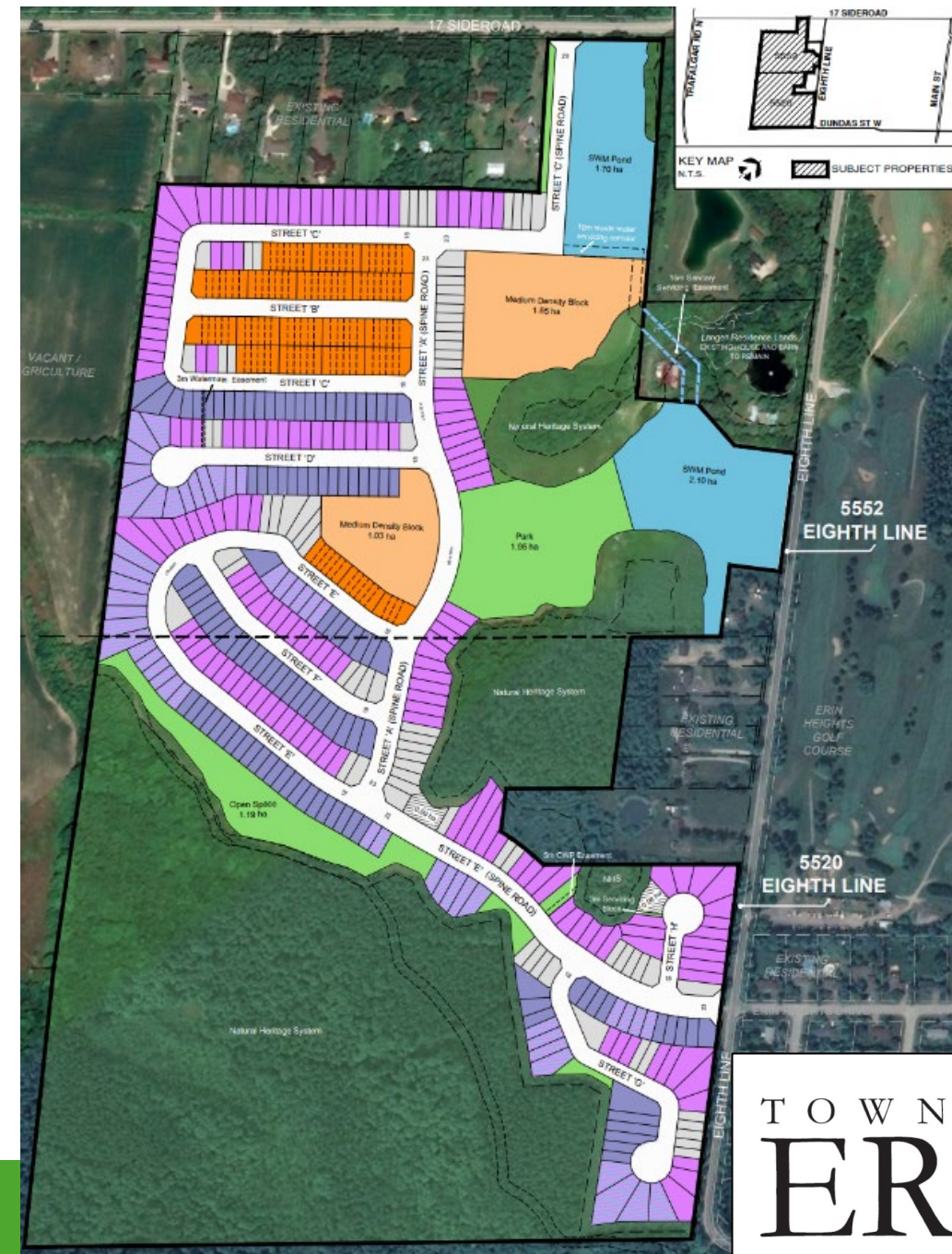
**Coscorp & Mattamy
5552 & 5520 Eighth Line**

July 24, 2025



Proposed Development

- Total of 609 residential unit (plus 19 residential reserve lots), park block, open space blocks, stormwater management blocks and environmentally protected lands.
- In response to concerns raised at the July 12th Council meeting regarding traffic management, groundwater management, tree lines, and buffer zones, additional information will be presented by Ainley to address these issues.
- No revisions to the Zoning By-law Amendments.
- Revisions to the Conditions of Draft Plan Approval respecting the monitoring of an off-site man-made pond feature on an abutting property (Coscorp Condition 82c and Mattamy Condition 75c).



Recommendations

- Staff recommend that Council approve the Zoning By-law Amendments and adopt By-laws #25-47 and #25-48.
- Staff also recommend that the Erin Conditions of Draft Plan Approval be approved and that Draft Plans of Subdivision 23T-22004 and 23T-22003 be granted Draft Plan Approval by the County of Wellington.



**Coscorp-Mattamy Development
(5552 & 5520 Eighth Line)
Zoning By-law Amendments & Erin Conditions of Draft Plan
Approval**

Supplemental Information in Response to Resident Concerns

July 24, 2025



Traffic Management

- Conditions of Draft Plan Approval include the requirement to:
 - Complete the full reconstruction of Eighth Line, from Sideroad 17 to Dundas Street West, including servicing infrastructure, sidewalk connection to the Elora Cataract Trail, a pedestrian crossing, rebuilding of the bridge, and streetlighting.
 - Complete the partial reconstruction of Sideroad 17 to the intersection with Street “C”, including servicing infrastructure, sidewalk, and streetlighting.
 - Draft Plan Condition in the respective Subdivision Agreements to update the Traffic Impact Study to respond to all comments to the satisfaction of the Town Engineer and / or the County, which provides flexibility to accommodate any potential additional issues or concerns raised through the completion of the Transportation Master Plan, which is currently underway.

Traffic Management

- The Traffic Impact Studies examined projected traffic volumes for the subject development, the Empire and Solmar developments, as well as background growth rates.
- Signalization at the intersections at Sideroad 17 and Eighth Line (south) as well as Sideroad 17 and Street are not warranted until at least 2034. All-way stop control at these intersections is also not required until at least 2034.
- The detailed design process includes the incorporation of the following traffic calming measures:
 - Appropriate lane widths, sidewalks, signage and pavement markings for both Sideroad 17 and Eighth Line.
 - A pedestrian crossing for Eighth Line.
 - Additional traffic calming measures, including signage, are also being considered for Erin Heights Drive to mitigate the traffic cut-through concerns.
 - Consideration of speed limit reduction for Sideroad 17 and radar speed signs.
- Parking will be provided in double and single car garages, on driveways, and through on-street parking. Parking requirements for the Medium Density Blocks will be determined as part of a future Site Plan Approval process.

Surface and Groundwater Management

- Various groundwater and surface water studies and assessments have been completed in support of the proposed developments.
- The Conditions of Draft Plan Approval require a program to be undertaken by a hydrogeologist to monitor pre, during, and post-construction conditions on the subject lands.
- Based on concerns regarding the man-made off-site pond to the east of SWM Block 288, an additional Condition of Draft Plan Approval has been incorporated to address monitoring of that pond.
- The concern expressed by the resident on Sideroad 17 regarding surface water runoff onto their property is being investigated but it is anticipated that any issue can be addressed through the existing Site Alteration Agreement.

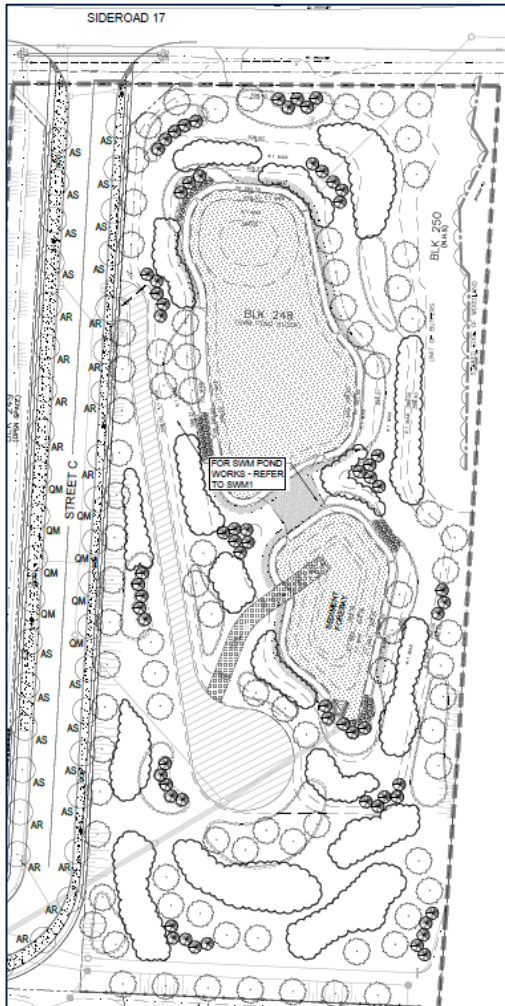


Tree Lines

- A tree inventory, preservation plan, and associated report were completed for the Draft Plans of Subdivision and can be found on the Towns' website.
- Tree removals completed as per the approved plans and Site Alteration Agreement.
- The existing tree line along the east property line of the Coscorp development from Sideroad 17 to the central Natural Heritage Lands have been retained, as per the Tree Preservation Plan.
- Conditions of Draft Plan Approval require the completion of a detailed design, including landscaping, as per Town engineering and urban design standards.



Buffer Zones

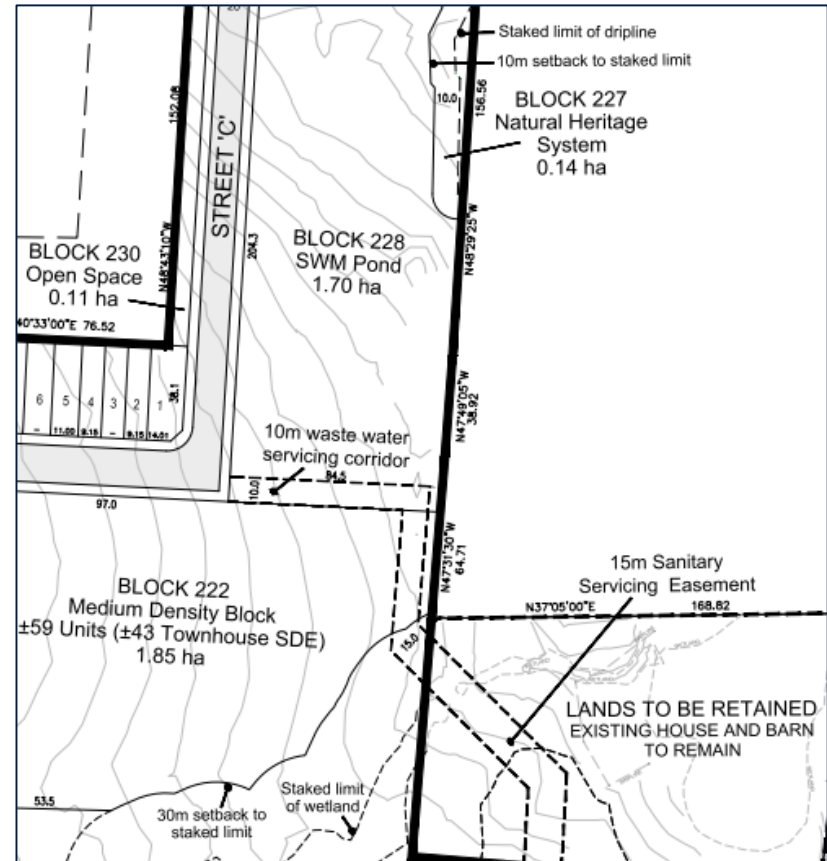


*Preliminary landscaping concept – subject to Town review.

- A resident requested the incorporation of a 125 ft buffer zone and a 2.4 m (8 ft) high wood fence along the shared east property line of the Coscorp Development.
- The shared property line is approximately 260m (850 ft) in total. Approximately 208m (680 ft) of that property line abuts the proposed north Stormwater Management Pond Block. This Block is approximately 84 m (275 ft) wide, effectively providing the requested buffer zone.
- The Town's engineering standards require a 1.5m high chain link fence to be installed along the property line between a SWM Pond Block and an existing residential property. Due to the existing Natural Heritage System and mature trees, an alternate location for a fence will be determined through the detailed design process.

Buffer Zones

- The resident also requested a 125 ft buffer zone and 8 ft high fence be provided along the remaining 52m (170 ft) of the shared property line with the proposed medium density block (Block 222).
- There is a 10m (33 ft) wide servicing easement along the medium density block to provide the Town with access to operate and maintain the underground infrastructure. This easement cannot be built upon or landscaped. The servicing easement effectively provides a buffer zone between the existing residential property and the medium density block.
- The medium density block (Block 222) will be subject to a future Site Plan Approval where screening will be determined for privacy purposes.



Questions



Town of Erin

Corporate Report

Department: Corporate Services

Business Unit: Legislative Services

Presented/

Prepared By: Justin Grainger, Deputy Clerk

Report Number:

C2025-09

Meeting Date:

7/24/2025

Subject

Appointment of the Town's Representative to the Grand River Conservation Authority (GRCA) Board of Directors

Recommendation

That report number C2025-09 "Appointment of the Town's Representative to the Grand River Conservation Authority (GRCA) Board of Directors" be received for information.

And that Council supports the appointment of Township of Puslinch Mayor James Seeley as GRCA Board Member until the end of the 2022-2026 term of Council;

And that this resolution be circulated to the GRCA, Township of Guelph/Eramosa and the Township of Puslinch.

Background

The purpose of this report is to recommend the appointment of James Seeley, Mayor of Puslinch, as the Town's representative on the GRCA's Board of Directors.

On June 20, 2025, staff received correspondence from the Township of Puslinch notifying the Town of Mayor Chris White's anticipated resignation from the Board in October and the Township Council's endorsement of Mayor Seeley to fill this vacancy.

Staff reported to Council in September 2024, regarding Mayor White's appointment. As was noted in that report, the Town of Erin, Township of Guelph/Eramosa and Township of Puslinch constitute a group under the *Conservation Authorities Act, 1990* (CAA) for the purpose of appointing one shared member to the GRCA's Board. Given the expected vacancy, staff have worked with their counterparts forming the group to ensure its continued representation.

Discussion

The group's past practice, including in 2022, for appointing a representative involved consensus-based decision making among the heads of council and each respective council passing a resolution in support of the appointment. Additionally, the appointment

has historically rotated among the group's three municipalities. Most recently the group has been represented by Mayor White (Guelph/Eramosa, 2014-present), preceded by Councillor Brennan (2011-2014), and Mayor Brad Whitecombe (Puslinch, 2007-2010).

GRCA requests the appointment of Board Members to be until a successor is appointed, which typically aligns with the term of council. The CAA requires appointed members to be elected members of councils unless an exception is obtained from the Ministry of Natural Resources per subsection 14(1.2) of the Act. Therefore, Council's next opportunity to make an appointment will be after the 2026 municipal election at which time staff will report back.

Staff are supportive of the proposed appointment as it promotes equitable governance and ensures the interests of all group members are represented in the decision-making process.

Strategic Priority Pillar

Good Governance and Organizational Management

Objective

4.1 Customer Service Framework

Actions

4.1.5 Build and maintain proactive intergovernmental relationships and collaborative partnerships to improve service delivery and efficiency.

Financial Impact

There is no financial impact associated with the proposed recommendation.

Conclusion

To conclude, staff will work proactively with the Town's next representative on the Board to identify synergies and advance the Town's strategic priority of environmental stewardship.

Attachments

None.

Nina Lecic

Director of Legislative Services & Town
Clerk

Rob Adams

Chief Administrative Officer



Town of Erin

Corporate Report

Department: Corporate Services

Business Unit: Finance

Presented/

Prepared By: Wendy Parr, Director of Finance & Treasurer

Report Number:

F2025-15

Meeting Date:

7/24/2025

Subject

Water Rate Study and O. Reg. 453.07 Financial Plan

Recommendation

That Council hereby receives report number F2025-15 “Water Rate Study and O. Reg. 453.07 Financial Plan” for information;

And that Council approves water rate Scenario #1, providing full cost recovery without taking on further debt;

And that Council directs Watson & Associates Economists Ltd. to complete the Water Rate Study and Water Financial Plan with Scenario 1.

Background

Water rates under By-law 19-59 had been effective since 2020 and expired December 31, 2024. Interim water rates of 3% through By-law 24-56 were established for the period January 1, 2025, to March 31, 2025, and these were sustained and continued to December 31, 2025, through By-law 25-28. The current water study’s focus is water rates for the period 2026 to 2034.

Ontario Regulation 453/07 requires all municipalities providing water service to be licensed to operate and submit a Financial Plan to the province. This plan is to be updated every five years. The Water Rate Study forms the basis of the financial information on which the Financial Plan is prepared.

Discussion

Watson and Associates have prepared the Town of Erin Water Rate Study that outlines two possible scenarios over 10 years (2025 to 2034) that will meet future capital needs and lifecycle costs.

Scenario 1 provides for the full cost recovery of the operating and capital program, with \$0 non-growth debt requirements, leaving debt capacity for other important projects. Base charges and volume rates would be increased by 9% in 2026 and 2027 and 5% thereafter. On a typical invoice of \$300 per quarter, this would cost residents approximately \$4.00 per month more than the 5% option over the two years,

Scenario 2 with rate increases of 5% over the forecast period, provides for full cost recovery, however, it requires the Town to incur non-growth debt of \$300,000 in 2027, limiting the Town's options to finance other projects.

The Water Financial Plan will be completed and submitted to the Province based on the approved rate forecast.

Strategic Priority Pillar Infrastructure and Finance

Objective

1.1 Ensure safe, reliable, and sustainable water systems to better serve residents.

Actions

1.1.5 Upgrade and modernize the drinking water infrastructure system.

Financial Impact

There is a financial impact only on the water program. Water Rate Scenario 1 provides for full cost recovery with no non-growth related debt. Water Rate Scenario 2 requires non-growth debt of \$300,000 with associated interest.

Conclusion

That Council selects Water Rate Scenario 1 to provide full cost recovery with no non-growth related debt, and recommends that Watson Economists finalize the Water Rate Study and Water Financial Plan. After Council approves the Water Rate Study and adopts the Water Financial Plan, it will be submitted to the Province as part of the Municipality's Water License Renewal.

Attachments

Appendix A – Watson & Associates Water Rate Study Presentation

Wendy Parr

Director of Finance & Treasurer

Rob Adams

Chief Administrative Officer



Town of Erin Water Rate Study

Council Presentation
July 24, 2025



Areas of Discussion

- Study Purpose
- Legislation for Water and Wastewater;
- Existing and Forecasted Customers and Volumes;
- Capital Needs, Lifecycle Costs, and Financing;
- Operating Expenditures;
- Water Rate Scenarios;
- Municipal Comparators;
- Water Financial Plan O.Reg. 453/07; and
- Next Steps.



Study Purpose

- Identify all current and future water system capital needs;
- Identify cost recovery options for capital;
- Estimate future operating costs over the next 10 years
- Review rate structure; and
- Recommend new rates to recover the cost of the water system.



Legislation for Water and Wastewater

- Since Walkerton, new legislation has been passed by the Province to enhance the provision of services. These include the following:
 - Safe Drinking Water Act;
 - Sustainable Water and Sewage Systems Act;
 - O.Reg. 453/07 - Safe Drinking Water Act;
 - Clean Water Act; and
 - Water Opportunities Act.
- Further Requirements:
 - Municipal Infrastructure Strategy
 - Infrastructure for Jobs and Prosperity Act, 2015

Principal of
Full Cost
Recovery



2025 Rates

2025 - Water Billing Rates		
Base Charge		
$\frac{5}{8}$ " or $\frac{3}{4}$ "		18.38
1"		18.38
1 $\frac{1}{2}$ "		18.38
2"		36.74
3" or 4"		66.21
Volume Charge		
\$	4.11	per m ³
Monthly Flat Rate		
\$	55.13	per month

*Note base charge for all multi-resident premises shall be charged as per the number of units on the premises.



Customer Profile and Volumes

Customer Profile

Metered	Water
5/8" or 3/4"	1,449
1"	1
1 1/2"	-
2"	11
3" or 4"	2
Total	1,463

Metered Multi-Residential	Water
Per Unit	165
Total	165

Town-wide	Water
Total	1,628

Volumes

Metered	Water
R1: Erin	157,045
R2: Bel-Erin	10,300
R3: Mountainview	21,488
R5: Hillsburgh	19,300
R6: Hillsburgh	32,437
Total	240,570



Water Users Forecast

Year	Total Users	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
2025	340	170	340	340	340	340	340	340	340	340	340
2026	340		170	340	340	340	340	340	340	340	340
2027	340			170	340	340	340	340	340	340	340
2028	340				170	340	340	340	340	340	340
2029	340					170	340	340	340	340	340
2030	340						170	340	340	340	340
2031	340							170	340	340	340
2032	340								170	340	340
2033	340									170	340
2034	340										170
Total	3,400	170	510	850	1,190	1,530	1,870	2,210	2,550	2,890	3,230
m ³ /user	181	181	181	181	181	181	181	181	181	181	181
Annual Flow		30,770	92,310	153,850	215,390	276,930	338,470	400,010	461,550	523,090	584,630

Water Customer Forecast	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Existing	1,463	1,463	1,463	1,463	1,463	1,463	1,463	1,463	1,463	1,463
Existing Multi-residence	165	165	165	165	165	165	165	165	165	165
New - Growth	170	510	850	1,190	1,530	1,870	2,210	2,550	2,890	3,230
Total	1,798	2,138	2,478	2,818	3,158	3,498	3,838	4,178	4,518	4,858

Water Volume Forecast (m ³)	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Existing	238,859	238,859	238,859	238,859	238,859	238,859	238,859	238,859	238,859	238,859
New	30,770	92,310	153,850	215,390	276,930	338,470	400,010	461,550	523,090	584,630
Total	269,629	331,169	392,709	454,249	515,789	577,329	638,869	700,409	761,949	823,489



Capital Infrastructure

- Capital needs were identified based on the Town's 2025 capital budget, a review of infrastructure replacement requirements recommended in the 2023 Asset Management Plan, and the capital plan prepared by Ainley and recommended in the 2024 Development Charges Background Study.
- Capital works were identified by
 - Need;
 - Timing; and
 - Costs.



Water System Operational & Capital Needs 2025 – 2034

(Inflated \$)

Description	Total 2025-2034	Years Undertaken
Capital Expenditures		
Erin DWS		
Erin Well # 7		
Clear Well - Video Inspection & Cleaning	11,000	2025, 2030
Well E7 Inspection	46,000	2026, 2031
Service Pump - Inspection/ Replacement	47,000	2034
Utility Pump - Replacement	37,000	2025
Gas Chlorinator Rebuilds (PM kits)	35,000	2025-2034
Security Camera on Back Reservoir	7,000	2025
Annual Highlift service	52,000	2025-2034
Annual Clay Valve Service	20,000	2025-2034
Chlorine Scales - 2 - Replacement	20,000	2027, 2032
Alarm Dialer Replacement	9,000	2025
MCC Panel Inspection	10,000	2025-2034
Sampleport Plumbing	4,000	2025
Paint/ Epoxy Floor	6,000	2025
Condition Assessment	18,000	2025
Erin Well # 8		
Clear Well - Video Inspection & Cleaning	12,000	2025, 2030
Well E8 Inspection	48,000	2025, 2030
New spare gas chlorinator	12,000	2026, 2030
Gas Chlorinator Rebuilds (PM kits)	35,000	2025-2034
Lifting Device Inspection (Annually) - Third Party	10,000	2025-2034
Annual Highlift service	52,000	2025-2034
MCC Panel Inspection	10,000	2025-2034
Annual Clay Valve Service	20,000	2025-2034
Sampleport Plumbing	4,000	2025
Concrete Ramp - Gas Cylinder Deliveries	7,000	2025
Paint/ Epoxy Floor	6,000	2025
Condition Assessment	18,000	2025

Description	Total 2025-2034	Years Undertaken
Water Tower (South)		
Outside Cleaning	48,000	2027, 2033
Interior Inspection	9,000	2027, 2032
Altitude Valve Inspection	49,000	2025-2034
Tower TSSA Fall Arrest	15,000	2025
Condition Assessment	9,000	2025
Booster Station (Pressure Tanks)		
Pressure Tank Inspection	2,000	2025, 2026
BelErin Building		
Condition Assessment	18,000	2025
Distribution		
Distribution Valve Replacement	601,000	2025, 2027, 2029, 2031, 2033
Fire Flow Testing	83,000	2025-2034
Water Meter Replacements	582,000	2025-2034
Dewatering Pump & Hose - 2"	1,000	2025
Portable Generator	2,000	2025
Fall Arrest Davit Replacement Base	2,000	2025
Vac Unit/ Valve Exerciser Trailer ***	151,000	2025
Hillsburgh DWS		
Hillsburgh Height's		
Clear Well - Video Inspection & Cleaning	11,000	2025, 2031
Well Inspection/ Video	43,000	2025
Chemical Pump Rebuild Maintenance Kits (as required)	37,000	2025-2034
Inspection of Pressure Relief Valve Chambers (2)	51,000	2025-2034
Lead Filter Replacement	120,000	2025-2034
Lead Filter Disposal	10,000	2025-2034
Annual Highlift service	54,000	2025-2034
Annual Clay Valve Service	20,000	2025-2034
Sampleport Plumbing	4,000	2025



Water System Operational & Capital Needs 2025 – 2034 Cont'd

(Inflated \$)

Description	Total 2025-2034	Years Undertaken
Paint/ Epoxy Floor	6,000	2025
Condition Assessment	18,000	2025
Lead Filter Redesign	237,000	2025, 2026
Frank Smedley Booster Station		
Paint/ Epoxy Floor	6,000	2025
Flushing Hose (FD)	-	2025
Condition Assessment	18,000	2025
Glen Devon		
Clear Well - Video Inspection & Cleaning	11,000	2025, 2031
H3 - (Glendevon) Well Inspection	21,000	2026
Rebuild Injector Lines if Required/ Spare Parts	25,000	2025-2034
Annual Highlift service	59,000	2025-2034
Annual Clay Valve Service	101,000	2025-2034
Sampleport Plumbing	4,000	2025
Paint/ Epoxy Floor	6,000	2025
Condition Assessment	18,000	2025
Distribution		
Distribution Valve Replacement	599,000	2026, 2028, 2030, 2032, 2034
Fire Flow Testing	23,000	2025-2034
Water Meter Replacements	179,000	2025-2034
Watermain Replacement	6,835,000	2025-2027
Lifecycle:		
Asset Management Investments	5,771,000	2028-2034
Studies:		
Water Rate Study and Financial Plan	78,000	2025, 2030
Growth Related:		
Overall Project Management	216,000	2025-2028
Class EA Components	129,000	2025
E9 Wellhouse and Transmission Main	11,023,000	2025, 2026
Erin/ Hillsburgh Booster Pumping Station	7,021,000	2025-2027

Description	Total 2025-2034	Years Undertaken
Hillsburgh Water Storage Reservoir, including Booster Station & Transmission Main	12,942,000	2025-2027
Well Exploration and Drilling Program (includes Well Drilling Contractors)	5,035,000	2025-2026
New Well in Erin	10,759,000	2025-2027
Two New Wells in Hillsburgh	22,170,000	2026-2028
Remaining growth related projects (2029-2034)	5,624,000	2029-2034
Total Capital Expenditures	91,412,000	



Capital Financing Options

- ✓ Reserves
- ✓ Operating Budget Transfers (Funding Reserves)
- ✓ Grants
- ✓ Development Charges
- ❖ Debt
 - Municipal Act (Part 12)



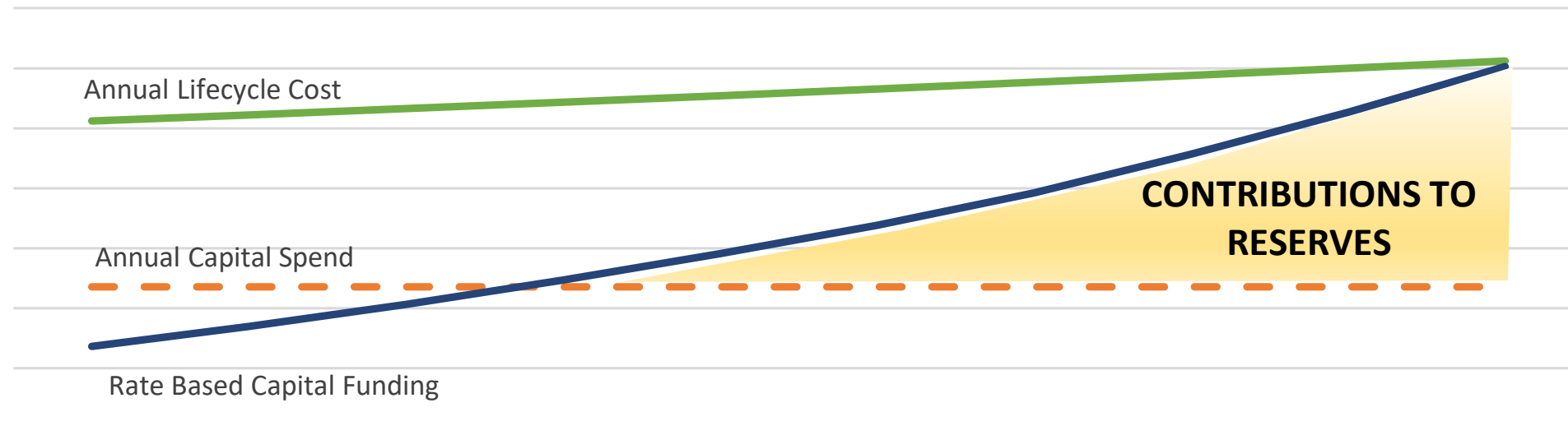
Reserve Balances – As of December 31, 2024

Reserves and Reserve Funds	31-Dec-24
Water	
Capital Reserve Fund	210,993
Development Charges Reserve Fund	660,931
Lifecycle Reserve	2,403,764



Capital Funding Approach

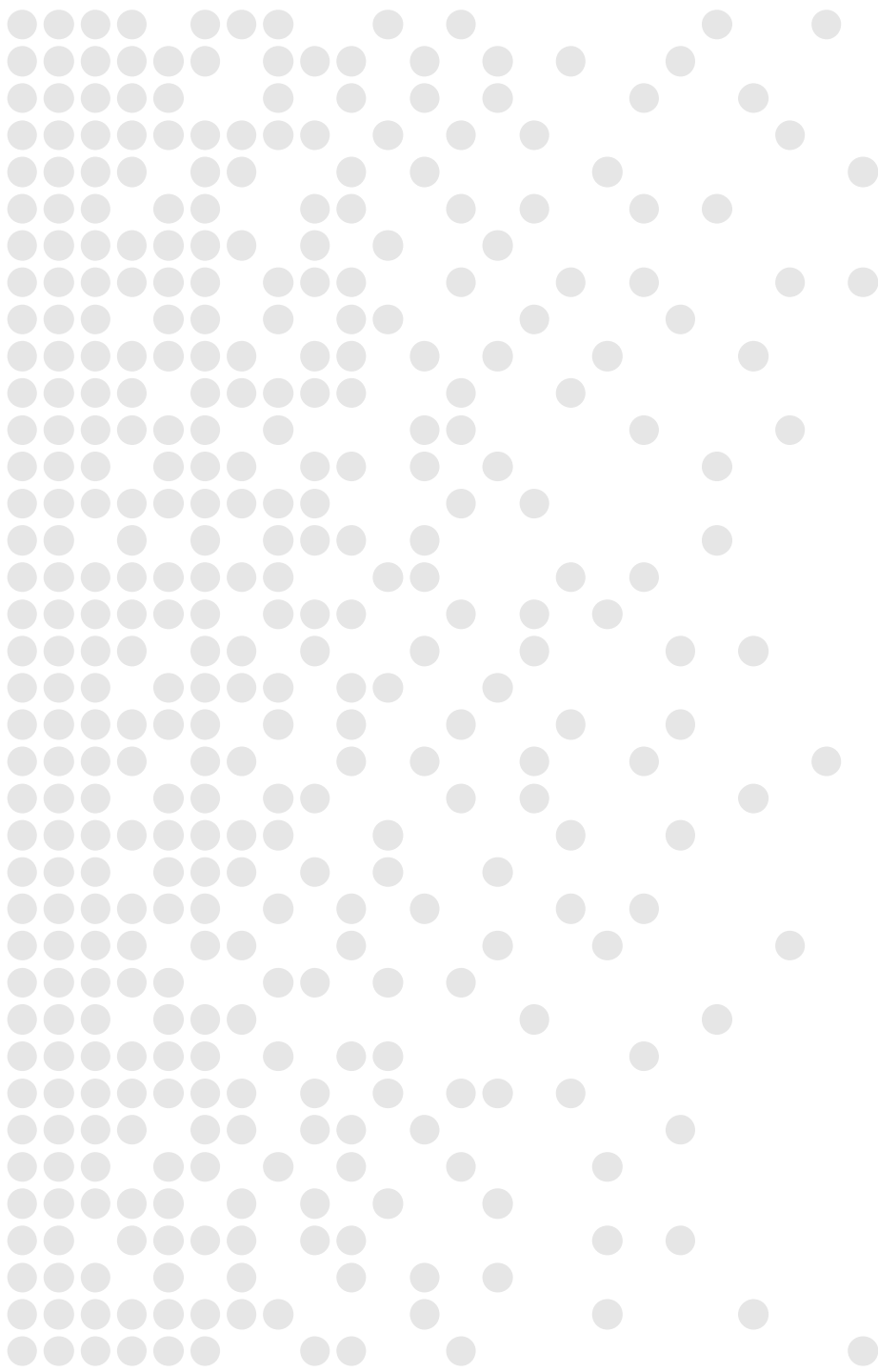
- Billing revenue increased over forecast to fund operating costs and long-term capital needs





Operating Budgets

- The operating expenditures presented in the rate study have been adjusted to recognize the current rates of inflation. The following adjustments to the operating forecast are assumed:
 - Utilities and Chemicals – 5% annual increases
 - OCWA Contract – 3% annual increases
 - All other operating expenditures – 3% annual increases



Water Rate Options

Town of Erin



Water Rate Scenarios

- Through working with Staff, we have calculated 2 water rate scenarios:
 - Scenario 1 – Full Cost Recovery with No Non-Growth Related Debt
 - Scenario 2 – Full Cost Recover with Non-Growth Related Debt
- These scenarios aim to provide the Town with Full Cost Recovery of the Water Systems.



Proposed Capital Financing Programs

2025-2034 (Inflated \$)

Scenario 1 – Full Cost Recovery with No Non-Growth Related Debt

Description	Total
Capital Financing	
Provincial/Federal Grants	4,653,750
Provincial/Federal Grants - Growth Related	-
Development Charges Reserve Fund	30,124,000
Non-Growth Related Debenture Requirements	-
Growth Related Debenture Requirements	44,400,644
Operating Contributions	-
Lifecycle Reserve Fund	12,233,606
Water Reserve	-
Total Capital Financing	91,412,000

Scenario 2 – Full Cost Recovery with Non-Growth Related Debt

Description	Total
Capital Financing	
Provincial/Federal Grants	4,653,750
Provincial/Federal Grants - Growth Related	
Development Charges Reserve Fund	30,124,000
Non-Growth Related Debenture Requirements	300,000
Growth Related Debenture Requirements	44,400,644
Operating Contributions	-
Lifecycle Reserve Fund	11,933,606
Water Reserve	-
Total Capital Financing	91,412,000

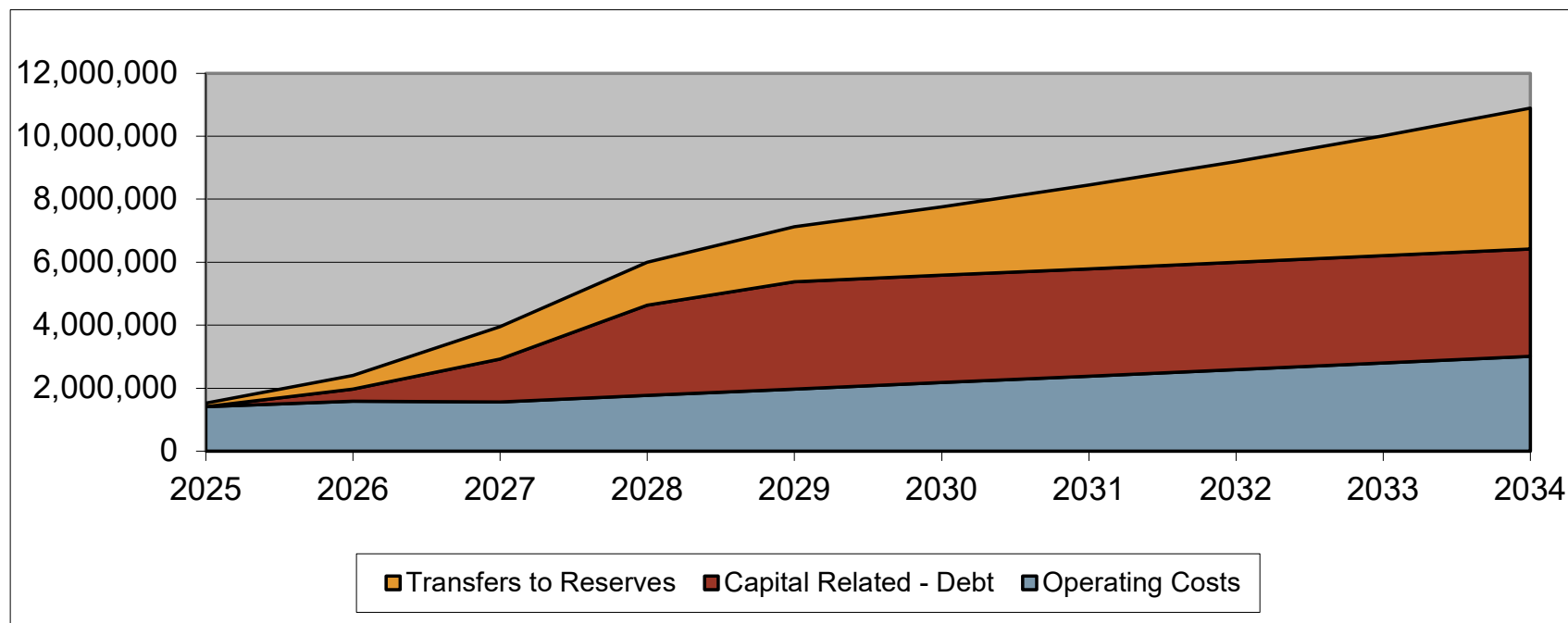


Scenario 1 – Full Cost Recovery with Zero Non-Growth Related Debt

- Base Charges and Volume Rates are increased by 3% in 2025, 9% per year in 2026 to 2027, and 5% per year for the remainder of the forecast period.
- These increases will:
 - Result in \$0 of non-growth debt requirements
 - Provide for positive water reserve fund balances annually over the forecast period
 - The water reserve balance at the end of 2034 is estimated to be \$11,849,000
- The scenario provides for the full cost recovery of the operating and capital program, as well as debt capacity for other purposes



Water Operating Budget



Description	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Operating Costs	1,411,665	1,586,934	1,566,591	1,769,447	1,973,303	2,178,159	2,384,316	2,591,572	2,799,928	3,009,384
Capital Related - Debt	0	383,927	1,354,785	2,867,270	3,407,437	3,407,437	3,407,437	3,407,437	3,407,437	3,407,437
Transfers to Reserves	120,948	438,893	1,027,726	1,360,435	1,742,989	2,174,089	2,656,116	3,199,008	3,799,784	4,469,531
Total	1,532,614	2,409,754	3,949,101	5,997,152	7,123,729	7,759,686	8,447,869	9,198,017	10,007,150	10,886,353

Annual Bill Forecast

Based on Annual Volumes of 181 m³



Annual Customer Water Bill - Based on 181 m³ of usage and 5/8" or 3/4" meter

Description	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Monthly Base Rate	\$17.84	\$18.38	\$20.03	\$21.84	\$22.93	\$24.08	\$25.28	\$26.54	\$27.87	\$29.26	\$30.73
Constant Rate	\$3.99	\$4.11	\$4.48	\$4.88	\$5.12	\$5.38	\$5.65	\$5.93	\$6.23	\$6.54	\$6.87
Annual Base Rate Bill	\$214.08	\$220.56	\$240.41	\$262.05	\$275.15	\$288.91	\$303.35	\$318.52	\$334.45	\$351.17	\$368.73
Volume	181	181	181	181	181	181	181	181	181	181	181
Annual Volume Bill	\$722.19	\$743.91	\$810.88	\$883.28	\$926.72	\$973.78	\$1,022.65	\$1,073.33	\$1,127.63	\$1,183.74	\$1,243.47
Total Annual Bill	\$936.27	\$964.47	\$1,051.29	\$1,145.33	\$1,201.87	\$1,262.69	\$1,326.00	\$1,391.85	\$1,462.08	\$1,534.91	\$1,612.20
% Increase - Base Rate		3%	9%	9%	5%	5%	5%	5%	5%	5%	5%
% Increase - Volume Rate		3%	9%	9%	5%	5%	5%	5%	5%	5%	5%
% Increase - Total Annual Bill		3%	9%	9%	5%	5%	5%	5%	5%	5%	5%

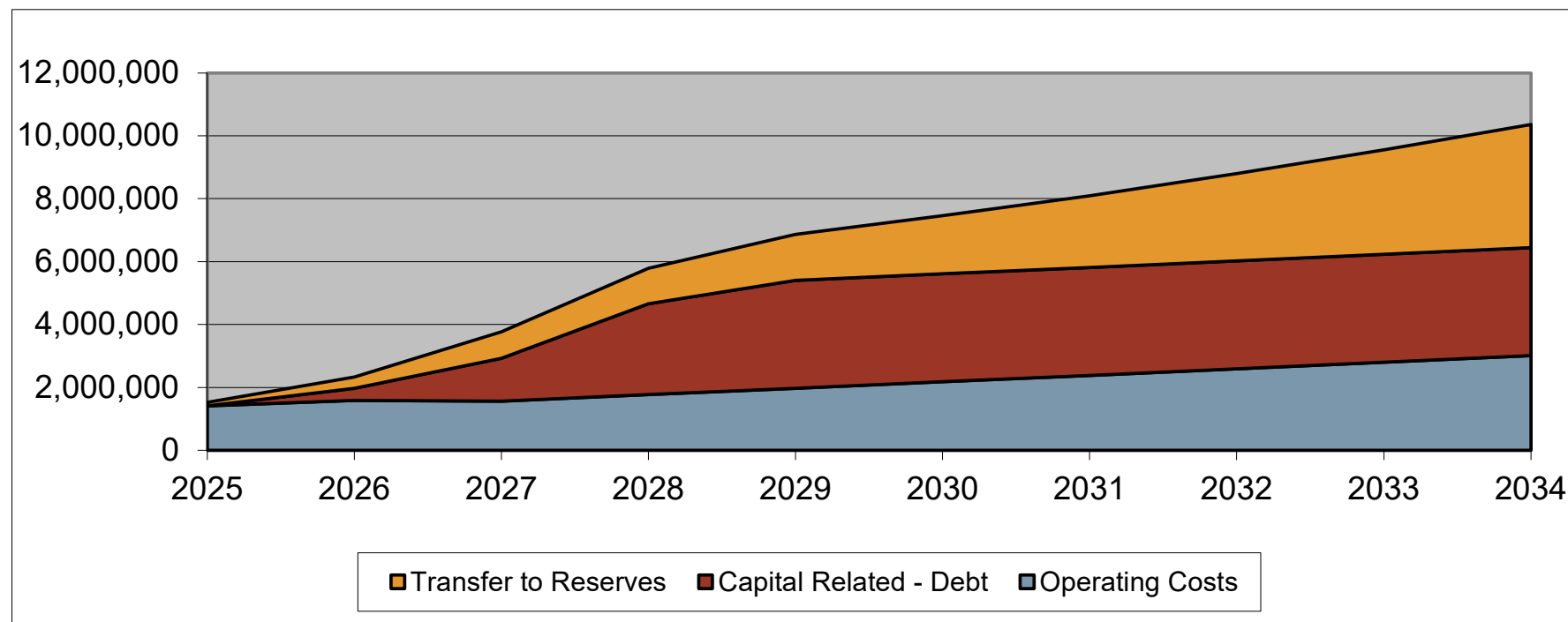


Scenario 2 – Full Cost Recovery with Non-Growth Debt

- Base Charges and Volume Rates are increased by 3% in 2025 and 5% per year for the remainder of the forecast period.
- These increases will:
 - Result in \$300,000 of non-growth debt requirements in 2027
 - Provide for positive water reserve fund balances annually over the forecast period
 - The water reserve balance at the end of 2034 is estimated to be \$9,096,000



Water Operating Budget



Description	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Operating Costs	1,411,665	1,586,934	1,566,591	1,769,447	1,973,303	2,178,159	2,384,316	2,591,572	2,799,928	3,009,384
Capital Related - Debt	0	383,927	1,354,785	2,890,293	3,430,460	3,430,460	3,430,460	3,430,460	3,430,460	3,430,460
Transfer to Reserves	120,948	366,901	847,115	1,122,240	1,463,053	1,849,102	2,282,708	2,773,745	3,319,165	3,921,746
Total	1,532,614	2,337,762	3,768,490	5,781,980	6,866,816	7,457,721	8,097,484	8,795,778	9,549,553	10,361,591

Annual Bill Forecast

Based on Annual Volumes of 181 m³



Annual Customer Water Bill - Based on 181 m³ of usage and 5/8" or 3/4" meter

Description	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Monthly Base Rate	\$17.84	\$18.38	\$19.30	\$20.26	\$21.28	\$22.34	\$23.46	\$24.63	\$25.86	\$27.16	\$28.51
Constant Rate	\$3.99	\$4.11	\$4.32	\$4.54	\$4.77	\$5.01	\$5.26	\$5.52	\$5.80	\$6.09	\$6.39
Annual Base Rate Bill	\$214.08	\$220.56	\$231.59	\$243.17	\$255.33	\$268.09	\$281.50	\$295.57	\$310.35	\$325.87	\$342.16
Volume	181	181	181	181	181	181	181	181	181	181	181
Annual Volume Bill	\$722.19	\$743.91	\$781.92	\$821.74	\$863.37	\$906.81	\$952.06	\$999.12	\$1,049.80	\$1,102.29	\$1,156.59
Total Annual Bill	\$936.27	\$964.47	\$1,013.51	\$1,064.91	\$1,118.70	\$1,174.90	\$1,233.56	\$1,294.69	\$1,360.15	\$1,428.16	\$1,498.75
% Increase - Base Rate		3%	5%	5%	5%	5%	5%	5%	5%	5%	5%
% Increase - Volume Rate		3%	5%	5%	5%	5%	5%	5%	5%	5%	5%
% Increase - Total Annual Bill		3%	5%	5%	5%	5%	5%	5%	5%	5%	5%



Comparison of Annual Residential Bill

Based on Annual Volumes of 181 m³

Annual Customer Water Bill - Based on 181 m³ of usage and 5/8" or 3/4" meter

Scenario 1	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Monthly Base Rate	\$17.84	\$18.38	\$20.03	\$21.84	\$22.93	\$24.08	\$25.28	\$26.54	\$27.87	\$29.26	\$30.73
Constant Rate	\$3.99	\$4.11	\$4.48	\$4.88	\$5.12	\$5.38	\$5.65	\$5.93	\$6.23	\$6.54	\$6.87
Annual Base Rate Bill	\$214.08	\$220.56	\$240.41	\$262.05	\$275.15	\$288.91	\$303.35	\$318.52	\$334.45	\$351.17	\$368.73
Volume	181	181	181	181	181	181	181	181	181	181	181
Annual Volume Bill	\$722.19	\$743.91	\$810.88	\$883.28	\$926.72	\$973.78	\$1,022.65	\$1,073.33	\$1,127.63	\$1,183.74	\$1,243.47
Total Annual Bill	\$936.27	\$964.47	\$1,051.29	\$1,145.33	\$1,201.87	\$1,262.69	\$1,326.00	\$1,391.85	\$1,462.08	\$1,534.91	\$1,612.20
Annual Increase		\$28.20	\$86.82	\$94.04	\$56.54	\$60.82	\$63.32	\$65.85	\$70.23	\$72.83	\$77.29

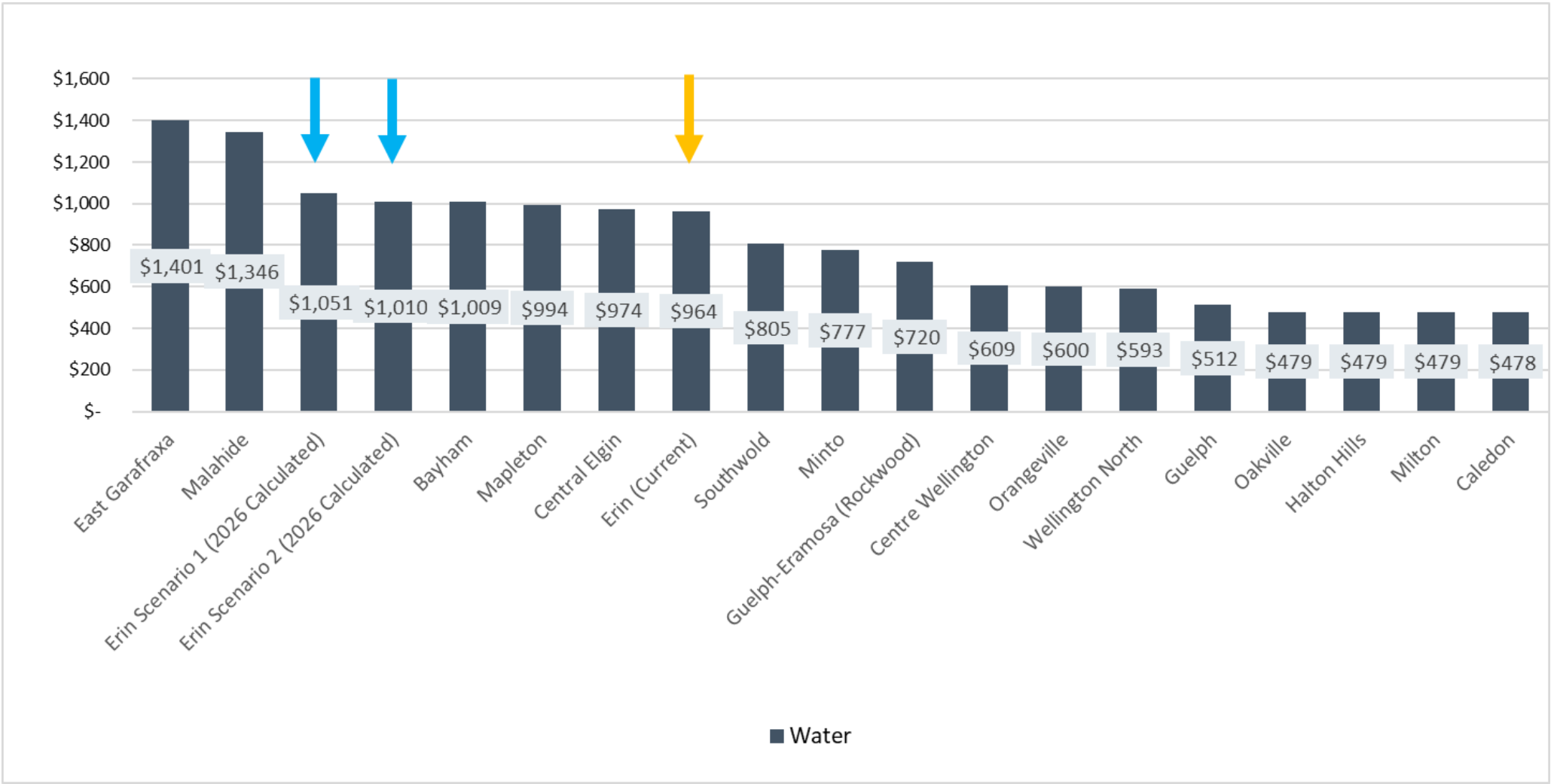
Annual Customer Water Bill - Based on 181 m³ of usage and 5/8" or 3/4" meter

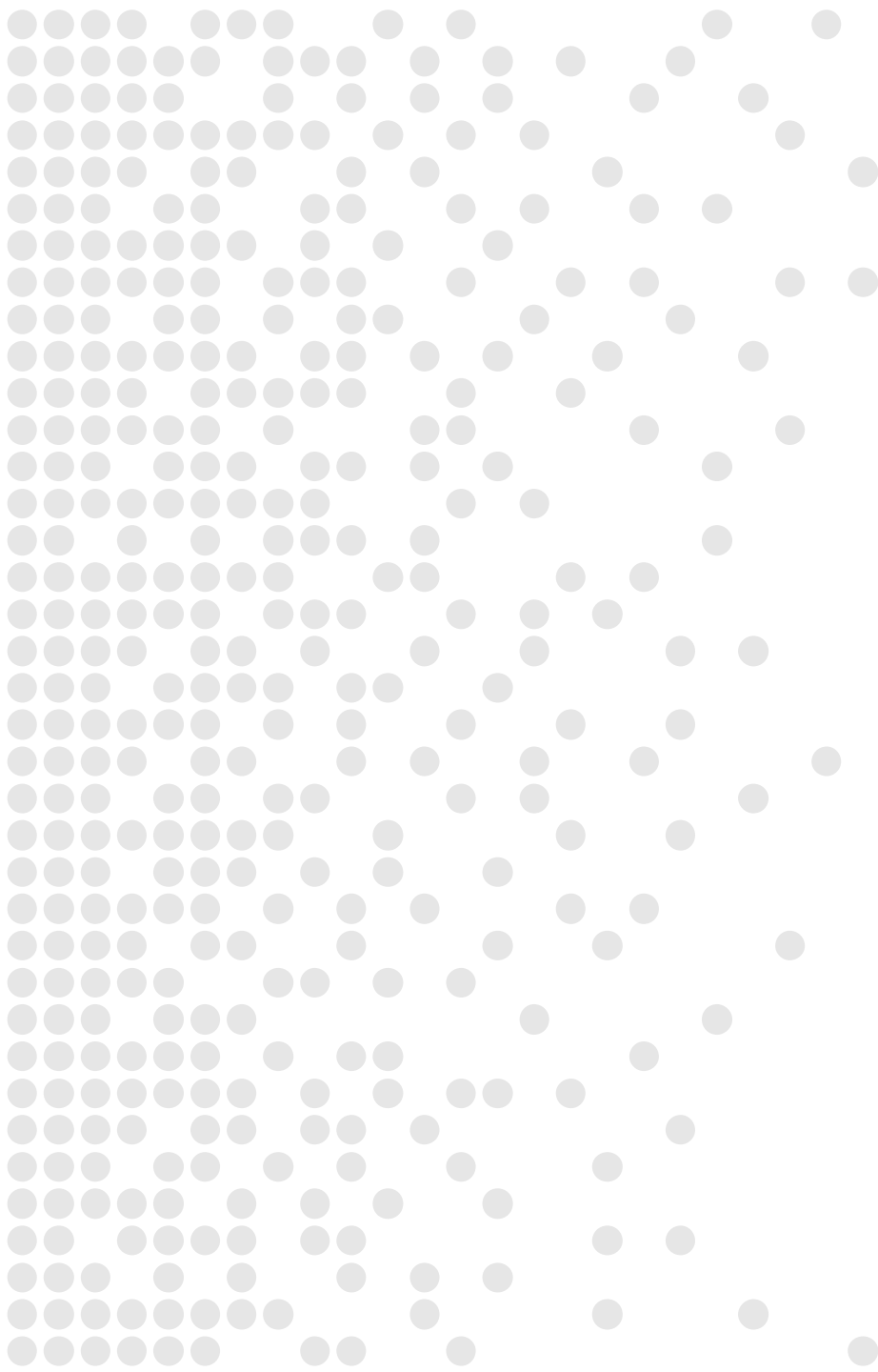
Scenario 2	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Monthly Base Rate	\$17.84	\$18.38	\$19.30	\$20.26	\$21.28	\$22.34	\$23.46	\$24.63	\$25.86	\$27.16	\$28.51
Constant Rate	\$3.99	\$4.11	\$4.32	\$4.54	\$4.77	\$5.01	\$5.26	\$5.52	\$5.80	\$6.09	\$6.39
Annual Base Rate Bill	\$214.08	\$220.56	\$231.59	\$243.17	\$255.33	\$268.09	\$281.50	\$295.57	\$310.35	\$325.87	\$342.16
Volume	181	181	181	181	181	181	181	181	181	181	181
Annual Volume Bill	\$722.19	\$743.91	\$781.92	\$821.74	\$863.37	\$906.81	\$952.06	\$999.12	\$1,049.80	\$1,102.29	\$1,156.59
Total Annual Bill	\$936.27	\$964.47	\$1,013.51	\$1,064.91	\$1,118.70	\$1,174.90	\$1,233.56	\$1,294.69	\$1,360.15	\$1,428.16	\$1,498.75
Annual Increase		\$28.20	\$49.04	\$51.40	\$53.79	\$56.21	\$58.65	\$61.13	\$65.46	\$68.01	\$70.59



Survey of Water Bills

Based on Annual Volumes 181 m³





Water Financial Plan O.Reg. 453/07

Town of Erin



5 Requirements for the Municipal Drinking Water Licence

1. Drinking Water Works Permit (DWWP)
2. Accepted Operational Plan, based on the Drinking Water Quality Management Standard (DWQMS)
3. Accreditation of the Operating Authority
- 4. Financial Plan**
5. Permit to Take Water (PTTW)



Ontario Regulation 453/07 Water Financial Plan

- All municipalities providing water service are required to be licensed to operate the water system(s)
- Part of the licensing requirement is for the municipality to submit a Financial Plan to the Province
- The Financial Plan will be prepared based on the approved rate forecast selected by Council



Summary of O.Reg. 453/07 Requirements

- The plan is considered a living document but will need to be undertaken at a minimum every five years
- The plans are generally consistent with the "Watson" Approach in forecasting the capital, operating and reserve fund positions, providing detailed inventories, forecasting future volumes and calculation of the rates.
- The additional requirements include the PSAB information for each year of the forecast (i.e. total non-financial assets, tangible capital assets acquisitions, tangible capital asset construction, betterments, write downs, disposals, total liabilities and net debt)
- The financial plans must be made available upon request to the public (without charge) and on the municipality's web site. The availability of this information must also be advertised



What Does All of This Mean?

- Reporting is mandatory for Water and encouraged for Wastewater services (for this process, we are undertaking the water financial plan)
- The intent of the legislation is for:
 1. municipalities to project future activities for capital (including inventory renewal), operating, reserves and customers (and usage) and then
 2. report it to the Province in PSAB 3150 financial statement format (projected into the future)
- The Rate study forms the basis of the financial information on which the O. Reg. 453/07 financial plan will be prepared



Rate Study vs. O.Reg 453.07 Reporting Format

Significant Revision Areas	Rate Study	O.Reg 453.07 Financial Plan
Approach	"Modified Cash Basis"	"Full Accrual Basis"
Capital Requirements	Capital Forecast	Tangible Capital Assets
Previously acquired assets	Lifecycle Cost Analysis (Future Replacement)	Tangible Capital Assets (Historical Cost)
Debt Payments	Principal & Interest Expense	Interest Expense Principal: Debt reduction
Amortization	Not Applicable	Included in Operating Expenses
Reserve Transfers	Included as an expense	Part of "Accumulated Surplus"
Development Charge Reserve Fund Balances	Reserve Fund Continuity Schedule	Deferred Revenue



Matters for Council's Consideration

1. Consider the Capital Program;
2. Consider the Operating Program; and
3. Consider the Proposed Water Rates
4. Finalize the Rate Study and Financial Plan based on the rates approved by Council
5. Approve and submit the Financial Plan to the Province as part of the Municipality's Water License Renewal

Questions



Questions?



Town of Erin

Corporate Report

Department:	Infrastructure Services	Report Number:	W2025-10
Business Unit:	Water	Meeting Date:	7/24/2025
Presented/ Prepared By:	Brian Kavanagh, Director of Infrastructure Services & Town Engineer		

Subject

Award of RFT2025-03W – Transmission Main on Wellington 23, Pioneer Drive and Sideroad 17

Recommendation

That Council hereby receives report number W2025-10 “Award of RFT2025-03W – Transmission Main on Wellington 23, Pioneer Drive and Sideroad 17” for information;

And that Council directs staff to proceed with the award of contract to Ground Breakers Contracting Ltd. in the amount of \$3,693,719.05, excluding HST.

Background

The current drinking water supply for the Erin Drinking Water System is sourced from groundwater, supplied through two municipal wells (E7 and E8). A new water supply well was drilled and tested as part of Erin’s Urban Centre Water Servicing Municipal Class Environmental Assessment (Class EA) to address water supply and storage requirements to meet existing water demands and future growth projections in the Town. The Class EA was completed in 2020, and a key recommendation emerging from this work was to connect a new water supply well for the community of Erin - Well E9 - to the existing system.

Well E9 is located north of Sideroad 17 on Wellington County Road 23 (9th Line), within the West Credit River subwatershed of the Credit River Watershed. Well E9 will play a pivotal role in:

- Enhancing the Town’s water supply capability and ensuring consistent flow during peak demand or maintenance events.
- Enabling safe and strategic Town growth by providing essential infrastructure for new homes and businesses.
- Creating resilience through interconnecting water systems and building redundancy across water sources.

In April 2025, Council approved the award of a construction contract that will operationalize Well E9, including the construction of a wellhouse and related process mechanical equipment. This construction project has recently begun.

The next phase of work required to bring Well E9 online includes the installation of a new transmission watermain and replacement of the existing watermain that connects Well E9 to the Town's water distribution system. To procure a contractor for this next phase of work, the Town worked with Ainley Group to prepare tender documents with the following scope of work:

- Open cut excavation, including trench shoring along the proposed watermain routes.
- Installation of new watermain along Wellington 23 from the E9 Wellhouse to Sideroad 17.
- Installation of replacement watermain along Sideroad 17 from Shamrock Road to the access lane for 9555 Sideroad 17.
- Decommissioning and abandonment of replaced watermain along Sideroad 17.
- Installation of new watermain along Pioneer Drive from Wellington 23 to the existing water system on Pioneer Drive.
- Installation of replacement water services up to the property line for all existing connected properties within the project area.

Discussion

Tender documents were made available on June 23, 2025, with a closing date of July 15, 2025. The following eight contractors submitted tenders to the Town of Erin by the tender close:

- Ground Breakers Contracting Ltd.
- Nabolsy Contracting Inc.
- Wyndale Paving Co. Ltd.
- Network Sewer and Watermain Ltd.
- Roubos Farm Service Ltd.
- Moorefield Excavating
- D Rock Paving
- KAPP Infrastructure Inc.

The bids from all the contractors were checked for compliance with the tender documents. All Bids were found to be compliant. The results of the tender prices submitted by the contractors are summarized in the table on page 3.

The lowest bid was submitted by Ground Breakers Contracting Ltd. in the amount of \$3,693,719.05, excluding HST. The second lowest bid was \$4,284,233.00 which was greater than the lowest bid by approximately 16%. The bid provided by Ground Breakers Contracting Ltd. is approximately 22% lower than the average submitted bid value of \$4,711,804.38 (average of eight bids received).

Bidder	Bid Price (Excluding HST)	Ranking
Ground Breakers Contracting Ltd	\$3,693,719.05	1
Nabolsy Contracting Inc.	\$4,284,233.00	2
Wyndale Paving Co. Ltd	\$4,344,665.87	3
Network Sewer and Watermain Ltd	\$4,569,128.92	4
Roubos Farm Service Ltd.	\$4,999,330.50	5
Moorefield Excavating	\$5,047,639.75	6
D Rock Paving	\$5,076,612.33	7
KAPP Infrastructure Inc.	\$5,679,105.64	8

Based on the above information, staff recommend that the contract be awarded to the lowest compliant bidder, Ground Breakers Contracting Ltd.

Strategic Pillar

Objective

1.1 Wastewater and Water Infrastructure Plan

Action

1.1.5 Upgrade and modernize the drinking water infrastructure system, including new wells, a delivery system and installing new digital water meters with advanced readers and communication.

Financial Impact

This project is funded by Development Charges. The 2025 'Water Service for New' capital project budget (\$5,000,000) provides adequate funding to complete the project.

Conclusion

That Council hereby receives report number W2025-10 "Award of RFT2025-03W – Transmission Main on Wellington 23, Pioneer Drive and Sideroad 17" for information and directs staff to proceed with the award of contract to Ground Breakers Contracting Ltd. in the amount of \$3,693,719.05 excluding HST. The award is considered good value for money and provides an appropriate scope of work to build out the Town's water supply system.

Attachments

None.

Brian Kavanagh

Director of Infrastructure Services &
Town Engineer

Rob Adams

Chief Administrative Officer



Town of Erin

Corporate Report

Department:	Infrastructure Services	Report Number:	W2025-11
Business Unit:	Water	Meeting Date:	7/24/2025
Presented/ Prepared By:	Brian Kavanagh, Director of Infrastructure Services & Town Engineer		

Subject

Award of RFP 2025-02R – Engineering Design Services

Recommendation

That report number W2025-11 “Award of RFP 2025-02R – Engineering Design Services” be received for information;

And that Council directs staff to proceed with the award of contract to Ainley & Associates Ltd. in the amount of \$2,140,390.00 excluding HST.

Background

The Housing Enabling Water System Fund (HEWSF) program aims to protect communities by investing in the development, repair, rehabilitation and expansion of core water, wastewater, and stormwater projects to support growth and enable housing.

Staff applied to Intake 2 of the HEWSF program in November 2024. Notice of successful application was received on January 27, 2025.

The planned scope of work includes the following for Erin Village:

- Replace existing aged watermain and services
- Upgrade existing storm sewer system
- Build local wastewater system and laterals to allow connection of existing homes and businesses, and to facilitate development
- Specific areas/streets to be determined through feasibility review as part of design process (including septic system assessment)
- Road reconstruction and improved active transportation

The next step required to implement the scope of work is to engage an engineering design consultant to complete the detailed design, permitting, public consultation and tender document preparation. The project also includes the preparation of a Sanitary Sewer Connection By-law outlining the rules and regulations for connecting to the sanitary sewer system. The by-law will also detail the decommissioning requirements for existing septic systems when a connection is made.

Discussion

To procure engineering design services for this project, Town staff prepared a Request for Proposals (RFP) document that was advertised publicly on the online procurement portal “Bids & Tenders”. The RFP closed on July 16, 2025.

An RFP Review Committee including three representatives from the Infrastructure department reviewed the submissions and scored the proposals, as per the scoring criteria outlined in the RFP document.

The process of evaluation used by the Review Committee to determine which proposal, if any, would result in an award, involved an assessment to ensure compliance and additional criteria relevant to the Town’s requirements for this contract based upon the following:

Item	Evaluation Criteria Description	Scoring
Technical Proposal (75 points)		
1	Understanding of Requirements	10
2	Experience of Key Personnel	20
3	Management and Methodology	25
4	Work Plan and Schedule	15
5	Past Projects and References	5
Financial Proposal (25 points)		
6	Financial Proposal - Budget	25
Total		100

Four proposals were received, three of which were deemed compliant. The following table summarizes the three compliant bidders and their respective pricing.

Consultant Name	Amount (excluding HST)
Ainley & Associates Ltd.	\$2,140,390.00
Triton Engineering	\$1,350,755.00
WSP Canada Inc.	\$2,776,510.00

The proposal submitted by Ainley & Associates Ltd. received the highest technical score from the Review Committee, and the second highest financial score as the second lowest bid price.

Staff recommend awarding the contract to Ainley & Associates Ltd. on the basis of their demonstrated experience with similar municipal projects, their clearly articulated project methodology, and the strength of their project team. Ainley has successfully delivered comparable assignments for other Ontario municipalities, particularly in areas involving the design of roadworks, watermains and sanitary sewer systems, and has consistently

met project objectives within scope, schedule, and budget. Their proposed methodology reflects a strong understanding of municipal processes and regulatory requirements, and includes a practical, phased approach with appropriate quality control measures and stakeholder engagement strategies. Furthermore, the proposed team includes senior professionals with direct experience in municipal infrastructure projects of similar scale and complexity, which staff believe will contribute to a well-executed and efficiently managed project.

The design project is planned to begin in August 2025, with the first phase of construction planned for summer 2026.

Strategic Priority Pillar

Infrastructure and Finance

Objective:

1.1: Wastewater and Water Infrastructure Plan

Actions:

1.1.4 Seek grant funding opportunities to build wastewater connection infrastructure

1.1.5 Upgrade and modernize the drinking water infrastructure system, including new wells, a delivery system and installing new digital water meters with advanced readers and communication

Financial Impact

The design portion of the project will be funded from the HEWSF grant, which provides for 73% of the funding up to a total of \$29,473,750. Engineering design services are considered eligible costs for grant funding as per Schedule D, Section D1.1 of the Transfer Payment Agreement:

- (a) Costs associated with the planning, environmental assessments, design and engineering, project management, materials and construction of the Project.

The Town's portion of the costs (27%) will be funded from water and roads reserves.

Conclusion

That Council hereby receives report number W2025-10 "Award of RFP 2025-02R – Engineering Design Services" for information and directs staff to proceed with the award of contract to Ainley & Associates Ltd. in the amount of \$2,140,390.00 excluding HST.

Attachments

None.

Brian Kavanagh

Director of Infrastructure Services &
Town Engineer

Rob Adams

Chief Administrative Officer



Notice of Motion

Submitted By: Councillor Ryan

Introduction Date: June 26, 2025

Consideration Date: July 24, 2025

Subject Matter: Opposition to Bill 5, *Protect Ontario by Unleashing our Economy Act, 2025*

Whereas Bill 5, *Protect Ontario by Unleashing our Economy Act, 2025*, (Hereafter, “the Act”) received Royal Assent on June 5th, 2025;

And whereas the Act amends several statutes, including the *Endangered Species Act, 2007*, with the effect of reducing environmental and biodiversity protections and exempting companies and projects within “Special Economic Zones” from having to comply with any provincial law, provincial regulation or municipal by-law;

And whereas Erin has a beautiful and unique geographic position in the headwaters and within the Greenbelt, green space and agricultural lands that are natural green assets and Bill 5 threatens the protection of our green spaces and water systems by taking authority away from the local municipalities;

And whereas Erin has adopted a new corporate strategic plan that includes environmental responsibility and protection and the adoption of green community standards as part of the Town’s mandate, and Bill 5 has the potential to seriously impact the Town’s ability to follow through on its commitment to our constituents;

And whereas green heritage and water resources are valuable assets and resources for the Town of Erin, and cannot and should not be separated from economic development or housing development.

Therefore, be it resolved that the Council of the Town of Erin requests the Government of Ontario remove the elements of Bill 5 that reduce

environmental protections, reduce protections for species at risk, and reduce legal protection from bad faith actors in special economic zones;

And that Council urges the provincial government to further define Special Economic Zones and their purpose with more clarity and ensure that activities within such zones are equally subject to the local and provincial laws that support all Ontario and First Nations peoples and foster our social, cultural and environmental prosperity;

And that a copy of this resolution be sent to the Premier of Ontario, the Minister of Municipal Affairs and Housing, to local and area MPPs, the Association of Municipalities of Ontario (AMO), the Ontario Big City Mayors (OBCM), the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO), and to Wellington County and its member municipalities.



Notice of Motion

Submitted By: Councillor Ryan

Introduction Date: June 26, 2025

Consideration Date: July 24, 2025

Subject Matter: Bill 17, *Protect Ontario by Building Faster and Smarter Act, 2025*

Whereas the Province of Ontario's Bill 17 – "*Protect Ontario by Building Faster and Smarter*" Act received Royal Assent on June 5, 2025 before the end of the public commenting period on June 11, 2025;

And whereas the Town of Erin has committed to a multi-year corporate strategic plan that includes Environmental Stewardship as one of the five priorities, and with a vision to embrace a green and dynamic tomorrow;

And whereas Bill 17, in part, aims to standardize the application of the Ontario Building Code by removing municipalities' ability to implement green building standards;

And whereas Green Development Standards are integral to ensure smart growth, affording predictability for local utilities, and ensuring long-term affordability by ensuring homes are built with higher efficiency of water usage, preserving our water supply, and with the ability to install heat pump systems for better efficiencies for both heating and cooling;

Therefore, be it resolved:

That the Town of Erin advocates for the non-advancement of regulations within Bill 17 that restrict a local planning authority from implementing Green Development Standards; and

That Council directs staff to finalize the Town's Green Development Standards for residential and non-residential projects once the Tri-County Green Development Standards are released;

And That a copy of this resolution be sent to the Premier of Ontario, the Minister of Municipal Affairs and Housing, to local and area MPPs, the Association of Municipalities of Ontario (AMO), the Ontario Big City Mayors (OBCM), the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO), to Wellington County and its member municipalities.



Notice of Motion

Submitted By: Councillor Ryan

Introduction Date: June 26, 2025

Consideration Date: July 24, 2025

Subject Matter: Tree Protection and Preservation

Whereas the Town of Erin is committed to preserving its natural heritage, and advancing climate resiliency goals as part of its long-term environmental and community planning vision;

And whereas elder and large trees provide essential ecosystem services, including air purification and carbon capture;

And whereas as the Town of Erin continues to grow, the preservation of elder and legacy trees will be critical to maintaining our rural charm, green identity, habitat for wildlife, extreme weather resilience, water retention, and air quality;

Therefore, be it resolved that Council directs staff to prepare a report with regards to Tree Protection and Preservation, including heritage value, municipal comparators and financial implications.

Activity List 2025

	Description of Request	Responsibility	Date Directed	Suggested Completion	Status
1	Recommendation report to Council required regarding the disposition of two residential lots as outlined within report PD2022-15.	Planning & Development	27-Apr-23	TBD	The Town retained planning and engineering consultants to undertake technical reports to support planning approvals to create two building lots.
2	Commitment to the creation of Green Community Standards.	Planning & Development	27-Jun-24	TBD	Staff are: - Aligning efforts with Wellington County and the Tri-County Green Standards; - Consulting with the development community through the planning approvals process. - Developing a Green Charter.
3	Staff were directed to report back to Council with a strategy to create a dedicated webpage on the new website focused on environmental sustainability. Staff were further directed to assemble an ad-hoc committee by the end of Q2 2022 to assist with creating content to promote environmental sustainability.	Office of the CAO	8-May-25	TBD	Staff will report back with actionable items.
4	Staff were directed to to prepare a short-term rental by-law, which includes the following provisions: Requirements for registration, principal residency, occupancy and bedroom limits, fines for violation and mandatory inspections; And further that staff are requested to: Develop the necessary bylaw(s) to implement the foregoing provisions including planning amendments to the Town's Official Plan and Comprehensive Zoning By-Law; Develop a comprehensive fee schedule for registrations and renewals; Develop a comprehensive fine schedule for all violations of the short-term rental bylaw; Report back to Council with a work program for implementing the planning amendments and a registration by-law by September 30, 2025.	Legislative Services	26-Jun-25	Report to Council with a timeline - September 2025 Final Short Term Rental by-law, Q1 2026	Staff will prepare a report for September outlining a timeline for the OP and Zoning provisions, as well as a timeline for the draft by-law.



THE CORPORATION OF THE TOWN OF ERIN

By-Law # 25 – 47

A By-law to amend By-law 07-67, as amended, being the Zoning By-law for The Corporation of the Town of Erin for lands known as 5552 Eighth Line, legally described as Part of Lot 17, Concession 8 and Being Designated as Part 1 on Plan 61R-22708; Town of Erin.

Whereas, the Council of The Corporation of the Town of Erin deems it desirable to amend Zoning By-law 07-67, as amended, pursuant to Section 34 and 36 of the *Planning Act*, R.S.O. 1990, as amended, to permit development consisting of a residential plan of subdivision on certain lands located in the Erin Urban Area, municipally described as 5552 Eighth Line and legally described as Part of Lot 17, Concession 8 and being designated as Part 1 on Plan 61R-22708; Town of Erin;

And Whereas, the Town of Erin Official Plan, as amended, provides for the lands affected by this by-law to be zoned as set forth in this by-law;

And Whereas, the by-law hereinafter set out includes the use of the Holding (H1, H2) Symbols which restricts the use of the lands to those uses permitted in the Holding (H1, H2) zones until the Holding (H1, H2) Symbol is removed;

Now Therefore, the Council of The Corporation of the Town of Erin hereby enacts as follows:

1. That Schedule “B”, (Erin Zoning Map) of By-law 07-67, the Comprehensive Zoning By-law, is amended by Schedule ‘A’ to this by-law, by rezoning the lands legally described as Part of Lot 17, Concession 8 and being designated as Part 1 on Plan 61R-22708; Town of Erin, from Future Development ‘FD’ Zone and Village Environmental Protection ‘EP1’ Zone to the following zones:
- i. Urban Residential One Exception ‘UR1-106’ Zone;

ii. Urban Residential One Exception ‘UR1-107(H1)’ Zone;

iii. Urban Residential One Exception ‘UR1-108(H2)’ Zone;

iv. Open Space Recreation ‘OS1’ Zone; and

v. Village Environmental Protection ‘EP1’ Zone.
2. That Section 14. “SPECIAL PROVISIONS”, be amended by the addition of the following new subsections to the URBAN RESIDENTIAL ONE ZONE subsections as applicable:

URBAN RESIDENTIAL ONE ZONES By-law, Location	SPECIAL PROVISIONS	
UR1-106 2779181 Ontario Inc. (Coscorp) By-law #25-47 5552 Eighth Line Part of Lot 17, Concession 8 and being designated as Part 1 on Plan 61R-22708; Town of Erin	1. Notwithstanding the provisions of the Urban Residential One (UR1) Zone or any other provisions in By-law 07-67 to the contrary, for the <i>lands</i> zoned UR1-106 on Schedule ‘A’ hereto, the following special provisions shall apply:	
	a. Notwithstanding Section 4.8.2 <i>Daylight Triangle</i>, the following shall apply: i. Minimum 6.0 m for local to local <i>streets</i> ii. Minimum 6.0 m for local to collector <i>streets</i> b. Notwithstanding Section 4.26.4.1, one step is permitted to encroach into the side of the minimum parking stall and two steps into the length of the minimum parking stall. c. Section 4.36 shall not apply. d. Notwithstanding Table 7, the following Special Lot Requirements for <i>Single Detached Dwellings</i> shall apply:	
	Standard	UR1-106

	Minimum <i>Lot Area</i>	220 m ²														
	Minimum <i>Lot Frontage</i>	8.0 m														
	Minimum <i>Front Yard</i>	3.0 m														
	Minimum <i>Exterior Side Yard</i>	3.0 m														
	Maximum <i>Building Height</i>	14.5 m														
	Minimum landscaped area of <i>front yard</i> or <i>exterior side yard</i>	25%														
	Maximum <i>garage</i> width	60% of <i>lot frontage</i>														
	Notes: 1) A covered or uncovered porch shall be <i>setback</i> a minimum of 1.0 m from <i>front, rear, and exterior side lot lines</i> . 2) A balcony shall be <i>setback</i> a minimum 1.0 m from <i>front, rear, and exterior side lot lines</i> . 3) Steps and landings shall be <i>setback</i> a minimum of 0.3 m from <i>front</i> and <i>exterior side lot lines</i> . 4) A bay, box or boxout window with or without foundation may encroach 1.0 m into the <i>exterior side yard</i> and <i>rear yard</i> , which may be 4.0 m wide, have as many <i>storeys</i> as the <i>dwelling</i> , and which has window(s) on the longest side. 5) A chimney or fireplace may encroach 0.6 m into any <i>yard</i> . 6) <i>Setback</i> to a <i>daylight triangle</i> shall be 0.3 m. 7) 0.6 m <i>interior side yards</i> may be paired.															
	e. Notwithstanding Table 9, the following Special Lot Requirements for <i>Townhouse Dwellings</i> shall apply:															
	<table><tr><td>Standard</td><td>UR1-106</td></tr><tr><td>Minimum <i>Lot Area</i></td><td>150 m² per unit</td></tr><tr><td>Maximum <i>Building Height</i></td><td>14.5 m</td></tr><tr><td>Minimum Private Outdoor <i>Amenity Area</i></td><td>N/A</td></tr><tr><td>Minimum Common Outdoor <i>Amenity Area</i></td><td>N/A</td></tr><tr><td>Maximum <i>garage</i> width – corner or end unit</td><td>50% of <i>lot frontage</i></td></tr><tr><td>Maximum <i>garage</i> width – interior unit</td><td>60% of <i>lot frontage</i></td></tr></table>	Standard	UR1-106	Minimum <i>Lot Area</i>	150 m ² per unit	Maximum <i>Building Height</i>	14.5 m	Minimum Private Outdoor <i>Amenity Area</i>	N/A	Minimum Common Outdoor <i>Amenity Area</i>	N/A	Maximum <i>garage</i> width – corner or end unit	50% of <i>lot frontage</i>	Maximum <i>garage</i> width – interior unit	60% of <i>lot frontage</i>	
	Standard	UR1-106														
	Minimum <i>Lot Area</i>	150 m ² per unit														
	Maximum <i>Building Height</i>	14.5 m														
	Minimum Private Outdoor <i>Amenity Area</i>	N/A														
	Minimum Common Outdoor <i>Amenity Area</i>	N/A														
Maximum <i>garage</i> width – corner or end unit	50% of <i>lot frontage</i>															
Maximum <i>garage</i> width – interior unit	60% of <i>lot frontage</i>															
Notes: 1) A covered or uncovered porch shall be <i>setback</i> a minimum of 1.0 m from <i>front, rear, and exterior side lot lines</i> . 2) A balcony shall be <i>setback</i> a minimum 1.0 m from <i>front, rear, and exterior side lot lines</i> . 3) Steps and landings shall be <i>setback</i> a minimum of 0.3 m from <i>front</i> and <i>exterior side lot lines</i> . 4) A bay, box or boxout window with or without foundation may encroach 1.0 m into the <i>exterior side yard</i> and <i>rear yard</i> , which may be 4.0 m wide, have as many <i>storeys</i> as the <i>dwelling</i> , and which has window(s) on the longest side. 5) A chimney or fireplace may encroach 0.6 m into any <i>yard</i> . 6) <i>Setback</i> to a <i>daylight triangle</i> shall be 0.3 m.																
All other provisions of By-law 07-67 shall apply as applicable.																

UR1-107(H1) 2779181 Ontario Inc. (Coscorp) By-law #25-47 5552 Eighth Line Part of Lot 17, Concession 8 and being designated as Part 1 on Plan 61R-22708; Town of Erin	1. Notwithstanding the provisions of the Urban Residential One (UR1) Zone or any other provisions in By-law 07-67 to the contrary, for the <i>lands</i> zoned UR1-107(H1) on Schedule ‘A’ hereto, the following special provisions shall apply: a) In addition to the <i>uses</i> permitted under the Urban Residential One (UR1) Zone, the following <i>use</i> shall be permitted: - <i>Live-Work Unit</i> b) For the purpose of this By-law, <i>Live-Work Unit</i> shall be defined as a <i>dwelling</i> unit that contains an ancillary <i>business</i> , which is conducted only by an individual that lives in the <i>dwelling</i> , and which is restricted to the <i>ground floor area</i> of the <i>live-work unit</i> , and shall be limited to the following <i>uses</i> :
--	--

- i. *Business or professional office*, excluding the office of a *medical practitioner* or *veterinarian*
 - ii. *Personal service shop*, excluding health clinic, dry cleaners, *laundromat*, pet grooming
 - iii. *Service or Repair Shop*, limited only to the servicing or repairing of small household appliances and home computers
 - iv. *Studio*
- c) For the purposes of this By-law, *Private Road* shall be defined as a private right-of-way used by *Motor Vehicles*, which is not owned by a *Public Authority*.
- d) Notwithstanding Section 4.8.2 *Daylight Triangle*, the following shall apply:
 - i. Minimum 6.0 m for local to local *streets*
 - ii. Minimum 6.0 m for local to collector *streets*
- e) Notwithstanding Section 4.10 a *townhouse* or *back-to-back townhouse* is permitted to have access through a *Private Road*.
- f) Notwithstanding Section 4.26.4.1, one step is permitted to encroach into the side of the minimum parking stall and two steps into the length of the minimum parking stall.
- g) Section 4.36 shall not apply.
- h) Notwithstanding Table 9, the following Special Lot Requirements for *Townhouse Dwellings* shall apply:

Standard	UR1-107(H1) Townhouse	UR1-107(H1) Back-to-Back Townhouse
Minimum Lot Area	100 m ² per unit	85 m ² per unit
Minimum separation distance between <i>buildings</i> (rear to rear of main wall)	8.0 m for all <i>townhouse</i>	N/A
Maximum Building Height	14.5 m	14.5 m
Minimum Private Outdoor <i>Amenity Area</i>	7.0 m ² per unit	5.0 m ² per unit
Minimum Common Outdoor <i>Amenity Area</i>	4.0 m ² per unit	4.0 m ² per unit
Maximum <i>garage</i> width – corner and end unit	50% of <i>lot frontage</i>	50% of <i>lot frontage</i>
Maximum <i>garage</i> width – interior unit	60% of <i>lot frontage</i>	60% of <i>lot frontage</i>
Maximum <i>garage</i> width – where a <i>garage</i> is accessed from a rear <i>lane</i>	100% of <i>lot width</i>	N/A
Notes: 1) A covered or uncovered porch shall be <i>setback</i> a minimum of 1.0 m from <i>front, rear, and exterior side lot lines</i>. 2) A balcony shall be <i>setback</i> a minimum 1.0 m from <i>front, rear, and exterior side lot lines</i>. 3) Steps and landings shall be <i>setback</i> a minimum of 0.3 m from <i>front and exterior side lot lines</i>. 4) A bay, box or boxout window with or without foundation may encroach 1.0 m into the <i>exterior side yard and rear yard</i>, which may be 4.0 m wide, have as many <i>storeys</i> as the <i>dwelling</i>, and which has window(s) on the longest side. 5) A chimney or fireplace may encroach 0.6 m into any <i>yard</i>. 6) <i>Setback</i> to a <i>daylight triangle</i> may be 0.3 m.		

	All other provisions of By-law 07-67 shall apply as applicable. 2. No <i>person</i> within the <i>lands</i> zoned ‘UR1-107(H1)’ shall use any lot or erect, alter or use any <i>buildings</i> or <i>structures</i> for any purpose except for those <i>uses</i> which lawfully existed on the date of passing of this By-law unless an amendment to this By-law or removal of the “(H1)” prefix, as identified, is approved by Council of the Town of Erin and comes into full force and effect. 3. A Holding (H1) Symbol is applied to <i>lands</i> Zoned ‘UR1-107’. The Council of the Town of Erin shall not remove the Holding (H1) Symbol from the ‘UR1-107’ zone until the following conditions have been complied with: i. Confirmation from the Town that adequate water and wastewater service is available; ii. Confirmation that servicing allocation has been granted to the satisfaction of the Corporation of the Town of Erin; and iii. Site Plan approval is granted and a Site Plan Agreement registered on title.																								
UR1-108(H2) 2779181 Ontario Inc. (Coscorp) By-law #25-47 5552 Eighth Line Part of Lot 17, Concession 8 and being designated as Part 1 on Plan 61R-22708; Town of Erin	1. Notwithstanding the provisions of the Urban Residential One (UR1) Zone or any other provisions in By-law 07-67 to the contrary, for the <i>lands</i> zoned UR1-108(H2) on Schedule ‘A’ hereto, the following special provisions shall apply: a) For the purposes of this By-law, <i>Private Road</i> shall be defined as a private right-of-way used by <i>Motor Vehicles</i>, which is not owned by a <i>Public Authority</i>. b) Notwithstanding Section 4.8.2 <i>Daylight Triangle</i>, the following shall apply: i. Minimum 6.0 m for local to local <i>streets</i> ii. Minimum 6.0 m for local to collector <i>streets</i> c) Notwithstanding Section 4.10 a <i>townhouse</i> or <i>back-to-back townhouse</i> is permitted to have access through a <i>Private Road</i>. d) Notwithstanding Section 4.26.4.1, one step is permitted to encroach into the side of the minimum parking stall and two steps into the length of the minimum parking stall. e) Section 4.36 shall not apply. f) Notwithstanding Table 9, the following Special Lot Requirements for <i>Townhouse Dwellings</i> shall apply: <table><tr><th>Standard</th><th>UR1-108(H2) <i>Townhouse</i></th><th>UR1-108(H2) <i>Back-to-Back Townhouse</i></th></tr><tr><td>Minimum <i>Lot Area</i></td><td>100 m² per unit</td><td>85 m² per unit</td></tr><tr><td>Minimum separation distance between <i>buildings</i> (rear to rear)</td><td>8.0 m for all <i>townhouse</i></td><td>N/A</td></tr><tr><td>Maximum <i>Building Height</i></td><td>14.5 m</td><td>14.5 m</td></tr><tr><td>Minimum Private Outdoor <i>Amenity Area</i></td><td>7.0 m² per unit</td><td>5.0 m² per unit</td></tr><tr><td>Minimum Common Outdoor <i>Amenity Area</i></td><td>4.0 m² per unit</td><td>4.0 m² per unit</td></tr><tr><td>Maximum <i>garage</i> width – corner or end unit</td><td>50% of <i>lot frontage</i></td><td>50% of <i>lot frontage</i></td></tr><tr><td>Maximum <i>garage</i> width – interior unit</td><td>60% of <i>lot frontage</i></td><td>60% of <i>lot frontage</i></td></tr></table>	Standard	UR1-108(H2) <i>Townhouse</i>	UR1-108(H2) <i>Back-to-Back Townhouse</i>	Minimum <i>Lot Area</i>	100 m ² per unit	85 m ² per unit	Minimum separation distance between <i>buildings</i> (rear to rear)	8.0 m for all <i>townhouse</i>	N/A	Maximum <i>Building Height</i>	14.5 m	14.5 m	Minimum Private Outdoor <i>Amenity Area</i>	7.0 m ² per unit	5.0 m ² per unit	Minimum Common Outdoor <i>Amenity Area</i>	4.0 m ² per unit	4.0 m ² per unit	Maximum <i>garage</i> width – corner or end unit	50% of <i>lot frontage</i>	50% of <i>lot frontage</i>	Maximum <i>garage</i> width – interior unit	60% of <i>lot frontage</i>	60% of <i>lot frontage</i>
Standard	UR1-108(H2) <i>Townhouse</i>	UR1-108(H2) <i>Back-to-Back Townhouse</i>																							
Minimum <i>Lot Area</i>	100 m ² per unit	85 m ² per unit																							
Minimum separation distance between <i>buildings</i> (rear to rear)	8.0 m for all <i>townhouse</i>	N/A																							
Maximum <i>Building Height</i>	14.5 m	14.5 m																							
Minimum Private Outdoor <i>Amenity Area</i>	7.0 m ² per unit	5.0 m ² per unit																							
Minimum Common Outdoor <i>Amenity Area</i>	4.0 m ² per unit	4.0 m ² per unit																							
Maximum <i>garage</i> width – corner or end unit	50% of <i>lot frontage</i>	50% of <i>lot frontage</i>																							
Maximum <i>garage</i> width – interior unit	60% of <i>lot frontage</i>	60% of <i>lot frontage</i>																							

	Maximum <i>garage</i> width – where a <i>garage</i> is accessed from a rear <i>lane</i> 100% of <i>lot</i> width N/A
	Notes: 1) A porch shall be <i>setback</i> a minimum of 1.0 m from <i>front</i>, <i>rear</i>, and <i>exterior side lot lines</i>. 2) A balcony shall be <i>setback</i> a minimum 1.0 m from <i>front</i>, <i>rear</i>, and <i>exterior side lot lines</i>. 3) Steps and landings shall be <i>setback</i> a minimum of 0.3 m from <i>front</i> and <i>exterior side lot lines</i>. 4) A bay, box or boxout window with or without foundation may encroach 1 meter into the <i>exterior side yard</i> and <i>rear yard</i>, which may be 4.0 m wide, have as many <i>storeys</i> as the <i>dwelling</i>, and which has window(s) on the longest side. 5) A chimney or fireplace may encroach 0.6 m into any <i>yard</i>. 6) <i>Setback</i> to a <i>daylight triangle</i> shall be 0.3 m. All other provisions of By-law 07-67 shall apply as applicable. 2. No <i>person</i> within the <i>lands</i> zoned ‘UR1-108(H2)’ shall use any lot or erect, alter or use any <i>buildings</i> or <i>structures</i> for any purpose except for those <i>uses</i> which lawfully existed on the date of passing of this By-law unless an amendment to this By-law or removal of the “(H2)” prefix, as identified, is approved by Council of the Town of Erin and comes into full force and effect. 3. A Holding (H2) Symbol is applied to lands Zoned ‘UR1-108’. The Council of the Town of Erin shall not remove the Holding (H2) Symbol from the ‘UR1-108’ zone until the following conditions have been complied with: i. Confirmation from the Town that adequate water and wastewater service is available; ii. Confirmation that servicing allocation has been granted to the satisfaction of the Corporation of the Town of Erin; and iii. Site Plan approval is granted and a Site Plan Agreement registered on title.

3. That the Subject Land as shown on Schedule ‘A’ to this by-law shall be subject to all other applicable regulations of Zoning By-law 07-67, as amended.
4. That this by-law shall come into force on the date it is passed by the Council of The Corporation of the Town of Erin subject to the applicable provisions of the Planning Act, R.S.O. 1990, as amended.

Passed in open Council on July 24, 2025.

Mayor, Michael Dehn

Town Clerk, Nina Lecic

THE CORPORATION OF THE TOWN OF ERIN**EXPLANATION OF BY-LAW #25-47**

By-law Number 25-47 amends the Town of Erin Zoning By-law 07-67, as amended, by rezoning lands located at 5552 Eighth Line and legally described as Part of Lot 17, Concession 8 and being designated as Part 1 on Plan 61R-22708; Town of Erin, from Future Development 'FD' Zone and Village Environmental Protection 'EP1' Zone to Urban Residential One Exception 'UR1-106' Zone, Urban Residential One Exception 'UR1-107(H1)' Zone, Urban Residential One Exception 'UR1-108(H2)' Zone, Open Space Recreation 'OS1' Zone and Village Environmental Protection 'EP1' Zone.

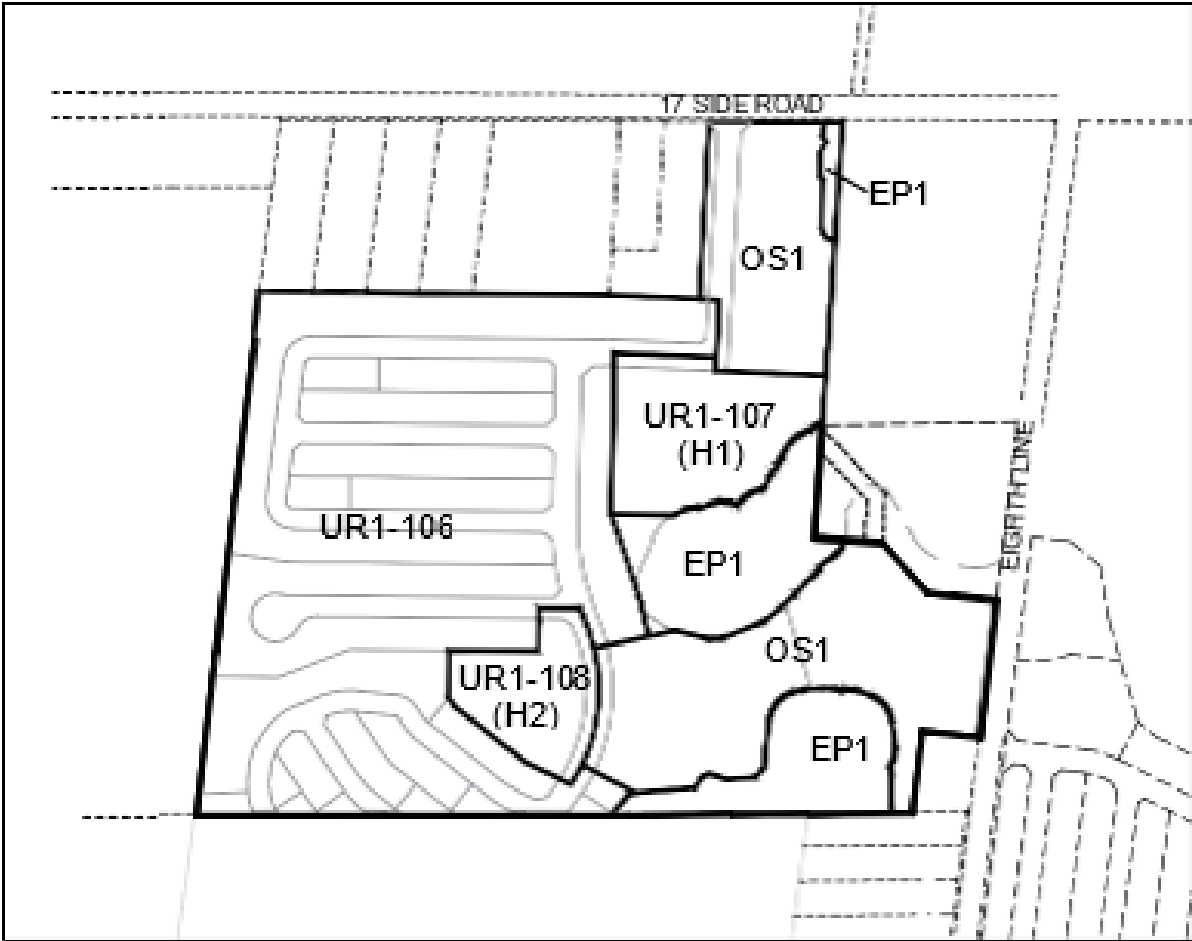
The purpose of the proposed Zoning By-law Amendment is to rezone the property to permit development of a plan of subdivision for single detached dwellings, street townhouse dwelling and two medium density blocks consisting of townhouse and back-to-back townhouse dwellings (including opportunities for live work units within one of the blocks), a park block, stormwater management blocks and environmentally protected lands. The exception zones establish site-specific zoning provisions related, but not limited to, definitions, lot area, lot lines, setbacks, height and daylight triangles.

Holding (H1, H2) provisions have been applied to the medium density blocks on lands zoned Urban Residential One Exception 'UR1-107' Zone and Urban Residential One Exception 'UR1-108' Zone that will prohibit development until such time that i) Confirmation from the Town that adequate water and wastewater service is available; ii) Confirmation that servicing allocation has been granted to the satisfaction of the Corporation of the Town of Erin; and iii) Site Plan approval is granted and a Site Plan Agreement registered on title.

THE CORPORATION OF THE TOWN OF ERIN

BY-LAW #25-47

SCHEDULE 'A'



Lands to be rezoned from Future Development 'FD' Zone and Village Environmental Protection 'EP1' Zone to Urban Residential One Exception 'UR1-106' Zone, Urban Residential One Exception 'UR1-107(H1)' Zone, Urban Residential One Exception 'UR1-108(H2)' Zone, Open Space Recreation 'OS1' Zone and Village Environmental Protection 'EP1' Zone.

This is Schedule 'A' to By-law #25-47

Passed in open Council on July 24, 2025.

Mayor, Michael Dehn

Town Clerk, Nina Lecic

THE CORPORATION OF THE TOWN OF ERIN



By-Law # 25 – 48

A By-law to amend By-law 07-67, as amended, being the Zoning By-law for The Corporation of the Town of Erin for lands known as 5520 Eighth Line, Erin legally described as Part of Lot 16, Concession 8, and being designated Part 1 on Plan 61R-22709; Town of Erin.

Whereas, the Council of The Corporation of the Town of Erin deems it desirable to amend Zoning By-law 07-67, as amended, pursuant to sections 34 and 36 of the *Planning Act*, R.S.O. 1990, as amended, to permit development consisting of a residential plan of subdivision on certain lands located in the Erin Urban Area, municipally described as 5520 Eighth Line and legally described as Part of Lot 16, Concession 8, and being designated as Part 1 on Plan 61R-22709; Town of Erin;

And Whereas, the Town of Erin Official Plan, as amended, provides for the lands affected by this by-law to be zoned as set forth in this by-law;

And Whereas, the by-law hereinafter set out includes the use of the Holding (H) Symbol which restricts the use of the lands to those uses permitted in the Holding (H) zones until the Holding (H) Symbol is removed;

Now Therefore, the Council of The Corporation of the Town of Erin hereby enacts as follows:

1. That Schedule “B” (Erin Zoning Map) of By-law 07-67, the Comprehensive Zoning By-law, is amended by Schedule ‘A’ to this by-law, by rezoning the lands legally described as Part of Lot 16, Concession 8, and being designated as Part 1 on Plan 61R-22709; Town of Erin, from Future Development ‘FD’ Zone and Village Environmental Protection ‘EP1’ Zone to the following zones:

i. Urban Residential One Exception ‘UR1-105(H)’ Zone;

ii. Open Space Recreation ‘OS1’ Zone; and

iii. Village Environmental Protection ‘EP1’ Zone.
2. That Section 14. “SPECIAL PROVISIONS”, be amended by the addition of the following new subsection to the URBAN RESIDENTIAL ONE ZONE subsection as applicable:

URBAN RESIDENTIAL ONE ZONE By-law, Location	SPECIAL PROVISIONS
UR1-105(H) 2779176 Ontario Inc. (Mattamy) By-law #25-48 5520 Eighth Line Part of Lot 16, Concession 8, and being designated as Part 1 on Plan 61R-22709; Town of Erin	1. Notwithstanding the provisions of the Urban Residential One (UR1) Zone or any other provisions in By-law 07-67 to the contrary, for the <i>lands</i> zoned UR1-105(H) on Schedule ‘A’ hereto, the following special provisions shall apply subject to any holding (H) symbol requirements in Section 2 as may apply: a) Notwithstanding Table 5, on <i>lands</i> zoned UR1-105(H) the only permitted <i>uses</i> are the following: - <i>Single Detached Dwellings</i> in accordance with the UR1-105(H) Zone - <i>Townhouse Dwellings</i> in accordance with the UR1-105(H) Zone - <i>Uses accessory</i> to the foregoing permitted <i>uses</i> b) Notwithstanding Section 4.8.2 <i>Daylight Triangle</i>, the following shall apply: i. Minimum 6.0 m for local to local <i>streets</i> ii. Minimum 6.0 m for local to collector <i>streets</i> c) Notwithstanding Section 4.26.4.1, one step is permitted to encroach into the side of the minimum parking stall and two steps into the length of the minimum parking stall. d) Section 4.36 shall not apply.

e) Notwithstanding Table 7, the following Special Lot Requirements for *Single Detached Dwellings* shall apply:

Standard	UR1-105(H)
Minimum <i>Lot Area</i>	220 m ²
Minimum <i>Lot Frontage</i>	8.0 m
Minimum <i>Front Yard</i>	3.0 m
Minimum <i>Exterior Side Yard</i>	3.0 m
Maximum <i>Building Height</i>	14.5 m
Minimum landscaped area of <i>front yard</i> or <i>exterior side yard</i>	25%
Maximum <i>garage</i> width	60% of <i>lot frontage</i>
Notes: 1) A covered or uncovered porch shall be <i>setback</i> a minimum of 1.0 m from <i>front, rear, and exterior side lot lines</i> . 2) A balcony shall be <i>setback</i> a minimum 1.0 m from <i>front, rear, and exterior side lot lines</i> . 3) Steps and landings shall be <i>setback</i> a minimum of 0.3 m from <i>front</i> and <i>exterior side lot lines</i> . 4) A bay, box or boxout window with or without foundation may encroach 1.0 m into the <i>exterior side yard</i> and <i>rear yard</i> , which may be 4.0 m wide, have as many <i>storeys</i> as the <i>dwelling</i> , and which has window(s) on the longest side. 5) A chimney or fireplace may encroach 0.6 m into any <i>yard</i> . 6) <i>Setback</i> to a <i>daylight triangle</i> shall be 0.3 m. 7) 0.6 m <i>interior side yards</i> may be paired.	

All other provisions of By-law 07-67 shall apply as applicable.

2. A Holding (H) Symbol is applied to *lands* Zoned ‘UR1-105’.

- A. The following provisions shall apply to all *lands* zoned with a holding provision (H) as shown on Schedule ‘A’ to this By-law until the holding provision (H) is removed from the *lands* or a portion thereof pursuant to Subsection 36(3) or (4) of the Planning Act:
- i. Only the following *uses* are permitted prior to the removal of the Holding (H) Symbol:
 - a) *Uses* lawfully existing as of the date of the enactment of this By-law
 - b) *Single Detached Dwellings* in accordance with the UR1-105(H) Zone
 - ii. Until such time as the Holding (H) Symbol is removed, *Townhouse Dwellings* in accordance with the following Special Lot Provisions in Section B shall not be a permitted *use*.

B. Notwithstanding Table 9, the following Special Lot Requirements for *Townhouse Dwellings* shall apply:

Standard	UR1-105(H)
Minimum <i>Lot Area</i>	150 m ² per unit
Maximum <i>Building Height</i>	14.5 m
Minimum Private Outdoor <i>Amenity Area</i>	N/A
Minimum Common Outdoor <i>Amenity Area</i>	N/A
Maximum <i>garage</i> width – corner or end unit	50% of <i>lot frontage</i>
Maximum <i>garage</i> width – interior unit	60% of <i>lot frontage</i>

	Notes: 1) A covered or uncovered porch shall be <i>setback</i> a minimum of 1.0 m from <i>front, rear, and exterior side lot lines</i>. 2) A balcony shall be <i>setback</i> a minimum 1.0 m from <i>front, rear, and exterior side lot lines</i>. 3) Steps and landings shall be <i>setback</i> a minimum of 0.3 m from <i>front</i> and <i>exterior side lot lines</i>. 4) A bay, box or boxout window with or without foundation may encroach 1.0 m into the <i>exterior side yard</i> and <i>rear yard</i>, which may be 4.0 m wide, have as many <i>storeys</i> as the <i>dwelling</i>, and which has window(s) on the longest side. 5) A chimney or fireplace may encroach 0.6 m into any <i>yard</i>. 6) <i>Setback</i> to a <i>daylight triangle</i> shall be 0.3 m. C. The Council of the Town of Erin shall not remove the Holding (H) Symbol from the ‘UR1-105’ Zone until the following conditions have been complied with: i. Confirmation from the Town that adequate water and wastewater service is available; ii. Confirmation that servicing allocation has been granted to the satisfaction of the Corporation of the Town of Erin; and iii. Final registration of a Draft Plan and a Subdivision Agreement is registered on title or other process satisfactory to the Town of Erin for <i>Townhouse Dwellings</i>.
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- 2. That the Subject Land as shown on Schedule ‘A’ to this by-law shall be subject to all other applicable regulations of Zoning By-law 07-67, as amended.
- 3. That this by-law shall come into force on the date it is passed by the Council of The Corporation of the Town of Erin subject to the applicable provisions of the Planning Act, R.S.O. 1990, as amended.

Passed in open Council on July 24, 2025.

Mayor, Michael Dehn

Town Clerk, Nina Lecic

THE CORPORATION OF THE TOWN OF ERIN**EXPLANATION OF BY-LAW #25-48**

By-law Number 25-48 amends the Town of Erin Zoning By-law 07-67, as amended, by rezoning lands located at 5520 Eighth Line and legally described as legally described as Part of Lot 16, Concession 8, and being designated as Part 1 on Plan 61R-22709; Town of Erin, from Future Development 'FD' Zone and Village Environmental Protection 'EP1' Zone to Urban Residential One Exception 'UR1-105(H)' Zone, Open Space Recreation 'OS1' Zone and Village Environmental Protection 'EP1' Zone.

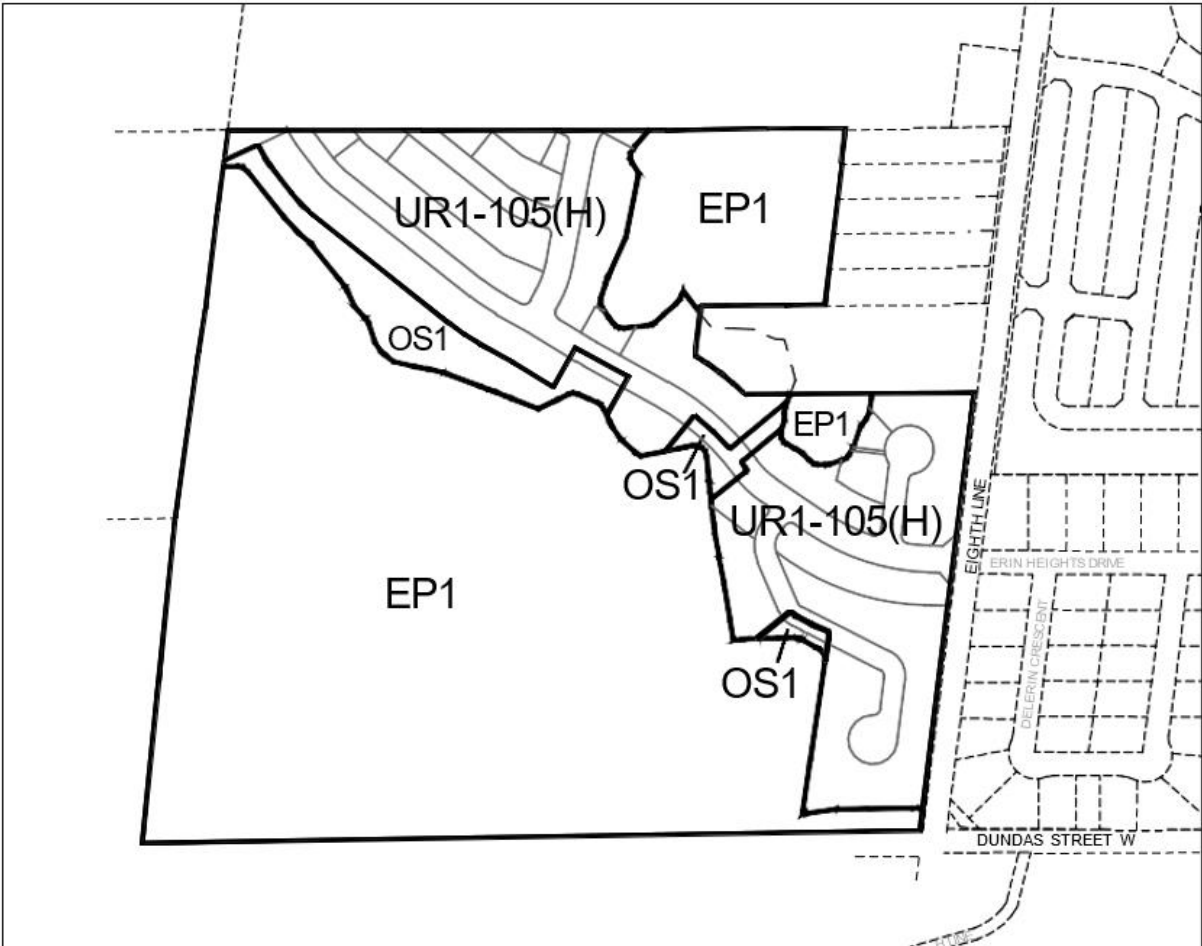
The purpose of the proposed Zoning By-law Amendment is to rezone the property to permit development of a plan of subdivision for single detached dwellings, open space blocks and environmentally protected lands. The exception zone establishes site-specific zoning provisions related, but not limited to, lot area, lot lines, setbacks, height and daylight triangles.

A Holding (H) provision has been applied to the lands zoned Urban Residential One Exception 'UR1-105' Zone that will prohibit the development of townhouse dwellings until such time that i) confirmation from the Town that adequate water and wastewater service is available; ii) confirmation that servicing allocation has been granted to the satisfaction of the Corporation of the Town of Erin; and iii) final registration of a Draft Plan and a Subdivision Agreement is registered on title or other process satisfactory to the Town of Erin for townhouse dwellings.

THE CORPORATION OF THE TOWN OF ERIN

BY-LAW #25-48

SCHEDULE 'A'



Lands to be rezoned from Future Development 'FD' Zone and Village Environmental Protection 'EP1' Zone to Urban Residential One Exception 'UR1-105(H)' Zone, Open Space Recreation 'OS1' Zone and Village Environmental Protection 'EP1' Zone.

This is Schedule 'A' to By-law #25-48

Passed in open Council on July 24, 2025.

Mayor, Michael Dehn

Town Clerk, Nina Lecic



THE CORPORATION OF THE TOWN OF ERIN

By-Law # 25 – 54

A By-law to confirm the proceedings of Council at its Regular Meeting held on July 24, 2025.

Whereas, it is deemed expedient that the proceedings of the Council of The Corporation of the Town of Erin (hereinafter referred to as “Council”) at its meeting held on **July 24, 2025**, be confirmed and adopted by by-law;

Now Therefore, the Council of The Corporation of the Town of Erin hereby enacts as follows:

1. That the proceedings and actions of the Council at its Regular Meeting held on **July 24, 2025**, in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by separate by-law.
2. That the Mayor and the proper officers of The Corporation of the Town of Erin are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of The Corporation of the Town of Erin to all such documents.

Passed in open Council on July 24, 2025.

Mayor, Michael Dehn

Town Clerk, Nina Lecic