

LOCAL PLANNING APPEAL TRIBUNAL
Le Tribunal d'appel de l'aménagement local

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

Appellant: Golf North Properties Inc.
Subject: Failure of the County of Brant to make a decision respecting an application to amend Zoning By-law No. 110-01
Municipality: County of Brant
L.P.A.T. Case No.: PL160012
L.P.A.T. File No.: PL160012
L.P.A.T. Case Name: Golf North Properties Inc. v. Brant (County)

IN THE MATTER OF Subsection 51(34) of the *Planning Act*, R.S.O. 1990, c.P.13, as amended

Appellant: Golf North Properties Inc.
Subject: Failure of the County of Brant to make a decision respecting an application for a proposed plan of subdivision
Municipality: County of Brant
L.P.A.T. Case No.: PL160012
L.P.A.T. File No.: PL160013
L.P.A.T. Case Name: Golf North Properties Inc. v. Brant (County)

MINUTES OF SETTLEMENT

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRANT (the "County")

and

PARIS GRAND ESTATES INC. ("PG")

WHEREAS:

- A. The County and PG are individually a "**Party**" and collectively "**Parties**";
- B. PG is the registered owner of the lands legally described as Part Lots 27 & 28 Concession 2, South Dumfries, Part 1 2R1538, Except Part 2 2R2012; S/T A276875; Part Lot 27 Concession 2, South Dumfries, Part 2 2R6784; Part Lot

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29, Concession 2, South Dumfries, Part 2 2R6822; S/T Easement Over Part 1 on 2R6863 as in BC118317; Paris and the lands legally described as Part Lot 28, Concession 2, South Dumfries, Parts 1 & 2, 2R2012; T/W A276875; Paris (collectively the “**PG Lands**”);

- C. PG seeks planning approvals (the “**Applications**”) to permit residential and other compatible uses on the PG Lands (the “**Proposed Development**”), in the form of a proposed amendment (the “**ZBLA**”) to the County of Brant Zoning By-law 110-01 and approval of a proposed plan of subdivision (the “**PoSD**”) subject to conditions (the “**Conditions**”);
- D. PG appealed the Applications to the former Ontario Municipal Board, now continued as the Local Planning Appeal Tribunal (the “**Tribunal**”) for failure of the County to make decisions respecting same (the “**Appeals**”);
- E. The Hearing of the Appeals (the “Hearing”) is scheduled to commence on June 14, 2018;
- F. The County and PG have resolved all of the issues between them in the Hearing;
- G. The County is currently undertaking, pursuant to the *Environmental Assessment Act, R.S.O. 1990, c. E.18* (the “**EA Act**”), the Grand River Street North Corridor Municipal Class Environmental Assessment (the “**EA**”), which is, among other matters, considering an easterly extension (the “**Western Leg**”) from Grand River Street North at existing Silver Street to intersect with a new road on the PG lands (the “**Y-Road**”), which may continue (the “**Eastern Leg**”) further easterly to a point to be determined by the EA;
- H. The County may commence and proceed with a subsequent environmental assessment to connect the Eastern Leg to a future By-Pass of Paris (the “**Paris By-Pass**”); and
- I. The Western Leg, Y-Road and Eastern Leg are depicted on **Schedule “A”**.

NOW THEREFORE the County and PG agree as follows:

1. The Recitals above are true and form part of these Minutes.

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2. The attached Schedules referred to herein form part of these Minutes.

Phasing

3. There will be three Phases to the Proposed Development: Short Term ("**ST**"), Medium Term ("**MT**") and Long Term ("**LT**").
4. For the ST Phase:
 - a. PG will be permitted to develop and build up to 125 single-detached dwelling traffic equivalents ("**STE's**");
 - b. PG will choose which lots those STE's are to be constructed on;
 - c. The County agrees that there is or will be sufficient water for the ST Phase; and
 - d. PG will not be required to construct or finance any road improvements external to the PoSD.
5. For the MT Phase:
 - a. PG will be permitted to develop and build a minimum of another 100 STE's, for a total minimum, including the ST Phase, of 225 STE's;
 - b. The final number of STE's to be permitted for the MT Phase may be agreed upon between PG and the County prior to a Tribunal Hearing respecting the MT Phase (the "**MT Phase Hearing**"), or the Tribunal will decide that number in the MT Phase Hearing;
 - c. The County agrees that there is or will be sufficient water for the MT Phase;
 - d. PG will construct the Y-Road at its sole cost;
 - e. PG will re-construct, at its sole cost, Paris Links Road, within the PoSD, with a 26-metre Right-of-Way ("**ROW**") to the eastern boundary of the MT Phase (as determined by the County or by the Tribunal in the MT Phase);

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- f. The County will diligently attempt to acquire the lands required for the Western Leg; and
 - g. Responsibility for financing the acquisition and cost of construction of the Western Leg may be agreed upon between PG and the County prior to the MT Phase Hearing, may be determined in accordance with the *Development Charges Act, 1997, S.O. 1997, c. 27* (the "**DC Act**"), or shall be determined by the Tribunal in the MT Phase Hearing.
6. For the LT Phase:
- a. PG's right to develop and build out the balance of the PoSD will be subject to the completion and implementation of the EA and construction of the Paris By-Pass, or the Tribunal will determine the matter in the LT Phase Hearing;
 - b. The County and PG may agree prior to the LT Phase Hearing on water availability for balance of the PoSD, or the Tribunal will decide the matter in the LT Phase Hearing;
 - c. PG will re-construct Paris Links Road, within the PoSD, with a 26-metre ROW from the eastern boundary of the MT Phase to the eastern boundary of LT Phase; and
 - d. Responsibility for financing the cost of construction of the Eastern Leg may be agreed upon between PG and the County prior to the LT Phase Hearing, may be determined in accordance with the *DC Act*, or shall be determined by the Tribunal in the LT Phase Hearing.

Future Procedure

7. The Parties agree that the Tribunal will retain jurisdiction over the Applications and Appeals for the ST, MT and LT Phases.
8. At the Tribunal Hearing scheduled to commence on June 14th, 2018:
 - a. The Parties shall file a copy of these Minutes as an exhibit.
 - b. PG will call evidence in support of the settlement documented by these Minutes and approval by the Tribunal of:

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- i. The ZBLA attached as **Schedule “B”**; and
 - ii. The PoSD attached as **Schedule “C”**, subject to the Conditions attached as **Schedule “D”**.
 - c. The County will not call any evidence unless requested by the Tribunal to do so, or in order to respond to an inquiry from the Tribunal.
 - d. The Parties will make submissions in support of approval by the Tribunal of Schedules “B”, “C” and “D”, and consistent with these Minutes.
 - e. Neither Party will, directly or indirectly, financially or otherwise, support or aid any person who opposes Schedules “B”, “C” or “D”, or any provision of these Minutes. This does not prevent either Party from providing such a person with information about these Minutes, the settlement documented in them, or general information about the conduct of the Tribunal’s proceeding.
9. The Parties will advise the Tribunal that they have agreed upon the following schedule for the MT and LT Phases, and shall request that the Tribunal note the agreed schedule in its Decision:
- a. A Pre-Hearing Conference (PHC) for the MT Phase Hearing in the Fall of 2018;
 - b. A Hearing on MT Phase in the Summer of 2019;
 - c. A PHC for the LT Phase in the Spring of 2020; and
 - d. A Hearing of the LT Phase in the Winter of 2020 or Spring of 2021.
10. The Parties will jointly request that the Tribunal schedule the MT Phase PHC for the Fall of 2018. The Parties acknowledge that the EA is ongoing and may not be completed by the Fall of 2018. The Parties agree to provide the Tribunal with status updates respecting the EA at the PHC’s for the MT and LT Phases.
11. The Parties acknowledge that future Hearings will proceed pursuant to Procedural Orders that, among other things, will provide for the exchange of

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additional and/or updated Written Evidence. The Parties agree to cooperate diligently in settling draft procedural orders for the Tribunal's consideration.

Rights and Obligations Under Legislation

12. The Parties agree that nothing in these Minutes of Settlement represents a prejudgment by, nor does it fetter the discretion of, the County in the exercise of its authority under any legislation or process.
13. Nothing in these Minutes shall derogate from or otherwise affect the rights and obligations accruing to the Parties under the *DC Act* or the *EA Act*.
14. Notwithstanding Paragraph 11 of these Minutes, the County will diligently pursue the approval and implementation of the EA.
15. Nothing in these Minutes derogates from the County's right to employ traffic calming or signage improvements external to the PoSD.

General

16. No costs shall be sought or paid by either Party against the other in respect of the Applications or Appeals. For further certainty, each Party will bear its own legal and expert witness costs in the Appeals.
17. The Parties agree that upon execution of these Minutes, they are contractually bound by them, and that the obligations and benefits are immediately enforceable by the Tribunal or civil action.
18. These Minutes may be executed in counterparts, in original or electronic form, each of which shall be deemed to be an original, and all of which shall constitute one and the same document, and shall only be binding and effective when executed by or on behalf of both Parties.
19. These Minutes shall enure to the benefit of and be binding upon the Parties and their respective successors, assigns and successors in title.
20. These Minutes constitute the entire agreement between the Parties as to the matters dealt with herein, and supersede any and all prior communication, expectation, representation, negotiations or understanding, whether written or oral, express or implied, statutory or otherwise, between the Parties with respect to the subject matter of these Minutes.

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21. If any provision of these Minutes is found by a Court of competent jurisdiction to be unlawful or unenforceable, it shall be severed from them, and to the greatest extent possible, the balance of the terms of the Minutes shall continue in force and effect.
22. Headings are included for ease of reference only and shall not affect the interpretation or construction of these Minutes.
23. References to any statute or any provision in a statute shall include that statute as amended, revised, re-enacted and/or consolidated from time-to-time, and any successor statute.
24. The Parties shall execute diligently and expeditiously such further documents and take such further action as may be reasonably required in order to implement and give full legal force and effect to the terms of these Minutes.
25. Time shall be of the essence with respect to the performance by the Parties of their respective obligations under these Minutes.
26. These Minutes shall be governed by, and construed in accordance with, the laws of the Province of Ontario and Canada as applicable.

IN WITNESS WHEREOF, the Parties have executed these Minutes as of this _____ day of June, 2018:

PARIS GRAND ESTATES INC.

Name:

Title:

I have authority to bind the Corporation.

THE CORPORATION OF THE COUNTY OF BRANT

Name:
Title:

Name:
Title:

I/we have authority to bind the Municipal Corporation.

DRAFT