

Local Planning Appeal Tribunal
Tribunal d'appel de l'aménagement
local



ISSUE DATE: February 20, 2019

CASE NO(S):

PL080016

The Ontario Municipal Board (the “OMB”) is continued under the name Local Planning Appeal Tribunal (the “Tribunal”), and any reference to the Ontario Municipal Board or Board in any publication of the Tribunal is deemed to be a reference to the Tribunal.

PROCEEDING COMMENCED UNDER subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant:	2019967 Ontario Limited & Winzen Inc.
Subject:	Proposed Plan of Subdivision - Failure of County of Simcoe to make a decision
Purpose:	To permit a proposed plan of subdivision
Property Address/Description:	Part Lot 11, Concession 7
Municipality:	Township of Adjala-Tosorontio
Municipality File No.:	At-T-0701
OMB Case No.:	PL080016
OMB File No.:	PL080016
OMB Case Name:	2019967 Ontario Limited & Winzen Inc. v. Adjala-Tosorontio (Township)

PROCEEDING COMMENCED UNDER subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant:	2019967 Ontario Limited & Winzen Inc.
Subject:	Application amend Zoning By-law No. 03-57 - Refusal of Application by County of Simcoe
Existing Zoning:	Open Space Conservation (OSC) and Agricultural (A)
Proposed Zoning:	Hamlet Residential Exceptions No. ___ & ___ (HR1-___ & HR1-___), Hamlet Residential Exception No. (HR2-___), Institutional (I), General Commercial (C1), Open Space Conservation Exception No. ___ (OSC-___) and Open Space Recreation (OCR)
Purpose:	To permit a proposed plan of subdivision
Property Address/Description:	Part Lot 11, Concession 7

Municipality: Township of Adjala-Tosorontio
 Municipality File No.: 13325
 OMB Case No.: PL080016
 OMB File No.: PL080020

PROCEEDING COMMENCED UNDER subsection 17(40) of the *Planning Act (Bill 20)* Planning Act, R.S.O. 1990, c. P.13, as amended

Appellant: 2019967 Ontario Limited & Winzen Inc.
 Subject: Failure of County of Simcoe to announce a decision respecting Proposed Official Plan Amendment No. 9

Municipality: Township of Adjala-Tosorontio
 OMB Case No.: PL080016
 OMB File No.: PL070805-O070116

Heard: January 25, 2019 and February 1, 2019 by telephone conference call

APPEARANCES:

Parties

Counsel*/Representative

Tribute Communities (Colgan 2) Limited	C. Barnett*
County of Simcoe	M. Green*
Municipality of Adjala-Tosorontio	D. Sitland

DECISION DELIVERED BY S. JACOBS AND ORDER OF THE TRIBUNAL

INTRODUCTION

[1] The Local Planning Appeal Tribunal (the “Tribunal”) convened two Telephone Conference Calls (TCCs) to discuss a request it received by Tribute Communities (Colgan 2) Limited (“Tribute”) for revisions to the Draft Plan of Subdivision and Conditions of Draft Plan Approval that were previously approved by the Ontario Municipal Board (the “Board”), differently constituted, by its Order issued on December 9, 2010.

[2] During the first TCC, the Tribunal had the benefit of land use planning affidavit evidence from Jacquie Tschekalin, the Director of Planning for the Township of Adjala-Tosorontio (the “Township”). Ms. Tschekalin was not present on the TCC, however, Brandi Clement, a planner retained by Tribute, was available to answer any questions from the Tribunal. Based on the discussions during the first TCC, the Tribunal understood the redline revisions to the Draft Plan of Subdivision to be on consent of all parties. The Tribunal was satisfied based on both the affidavit evidence of Ms. Tschekalin, and on the oral evidence of Ms. Clement, that the revised Draft Plan of Subdivision is consistent with the *Provincial Policy Statement, 2014*, conforms with the Growth Plan for the Greater Golden Horseshoe, and has appropriate regard for the criteria set out in s. 51(24) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended (the “*Planning Act*”). On that basis, the Tribunal orally approved the redline revisions to the Draft Plan of Subdivision during the first TCC. The amended Draft Plan of Subdivision is appended here as Attachment 1.

[3] Also during the first TCC, Lee Bull appeared as a representative of the Nottawasaga Valley Conservation Authority (the “NWCA”) and advised that the NWCA may have concerns with the proposed amendments to the Conditions of Draft Plan Approval. It was clear to the Tribunal that the parties and NWCA would benefit from additional time to review and discuss the conditions, and so the Tribunal scheduled a second TCC for February 1, 2019.

[4] During the second TCC, there still remained unresolved issues with some of the amended Conditions of Draft Plan Approval, including the Notes to Draft Plan Approval. The parties again advised that they may be able to resolve these issues with additional time to discuss them. Subsequent to the second TCC, the Tribunal received written confirmation that the parties had reached agreement on the amended Conditions of Draft Plan Approval, included here as Attachment 2. The Tribunal is satisfied that these conditions are reasonable as contemplated by s. 51(25) of the *Planning Act*.

[5] The Tribunal orders that the Draft Plan of Subdivision is amended in accordance

with Attachment 1 and is approved subject to the fulfillment of the conditions as amended and set out in Attachment 2.

[6] And the Tribunal orders that pursuant to subsection 51(56.1) of the *Planning Act*, the County of Simcoe shall have the authority to clear the conditions of draft plan approval and to administer final approval of the plan of subdivision for the purposes of subsection 51(58) of the *Planning Act*. In the event that there are any difficulties implementing any of the conditions of draft plan approval, or if any changes are required to be made to the draft plan, the Tribunal may be spoken to.

“S. Jacobs”

S. JACOBS
MEMBER

If there is an attachment referred to in this document,
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Local Planning Appeal Tribunal

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ATTACHMENT 2

Applicant: Tribute Communities (Colgan 2) Limited

File No. AT-T-0701

Municipality: Township of Adjala-Tosorontio

Subject Lands: Part Lot 11, Concession 7 (former geographic Township of Adjala)

No. Condition

- 1) That this approval applies to the draft plan of subdivision prepared by Jones Consulting Group Ltd. issued December 7, 2017. The draft plan of subdivision identifies the following land uses:
 - (a) 282 Single detached residential lots (Lots 153, Lots 166-294)
 - (b) 47 Bungalow townhouses (Blocks 154-159, Block 295)
 - (c) 170 Bed retirement home (Block 297)
 - (d) 1 block for Commercial (Block 160)
 - (e) 3 blocks for Open Space (Blocks 298-300)
 - (f) 1 block for Environmental Protection (Block 303)
 - (g) 1 block for Stormwater Management (Block 161)
 - (h) 2 blocks for Stormwater Management Drainage (Blocks-301, 302)
 - (i) 1 block for a Wastewater Treatment Plant (Block 296)
 - (j) Other Lands (Block 305)
 - (k) Reserves/County Road Intersection Lands (Blocks 162-165, 304)
 - (l) Roads identified as Streets 'A and 'D' to 'K'
- 2) That the Owner agree that the draft plan approval of the development is for a period of six (6) years. The Owner acknowledges that any extensions be applied for at least 60 days prior to lapsing.
- 3) That the Owner shall agree in the Subdivision Agreement that should build out of the Registered Plan not be completed to 80% of the first phase within 5 years from the date of registration, and 80% of any subsequent phase within five (5) years from the lifting of the Hold (H) for that phase, growth allocation and water and wastewater allocation may be withdrawn by the Township of Adjala-Tosorontio.
- 4) That a copy of the proposed Final M-Plan is to be forwarded to the Township of Adjala-Tosorontio and County of Simcoe for their review and approval prior to final registration.
- 5) That the Owner shall agree in the Subdivision Agreement to satisfy all the requirements, financial, insurance and otherwise, of the Township of Adjala-Tosorontio and the County of Simcoe as well as shall make satisfactory arrangements with the Township of Adjala-Tosorontio regarding land dedications, detail design, construction of streets and municipal servicing within the Plan.
- 6) That the Owner agrees that the Subdivision Agreement will contain clauses with wording satisfactory to the Township of Adjala-Tosorontio to the effect that any works within the proposed development will be constructed to the satisfaction of the Township of Adjala-Tosorontio, including curb & gutter, hot asphalt, granular, storm sewers, sanitary sewer, watermain, sub-drains, sidewalks, stormwater management facilities, wastewater treatment /disposal facilities, street lights, traffic signs, driveway approaches, sodded boulevards, boulevard trees and landscaping and will be carried out by the Owner at no cost to the Township of Adjala-Tosorontio, unless otherwise agreed upon.

- 7) That the Owner agrees that the Subdivision Agreement will contain clauses with wording satisfactory to the Township of Adjala-Tosorontio to the effect that all development will be constructed to accommodate Provincial accessibility requirements.
- 8) That the Owner agrees to deposit with the Township of Adjala-Tosorontio prior to the lifting of the Hold (H), an Irrevocable Letter of Credit to cover the cost of the construction, site supervision, contract administration and other reasonable costs sufficient for each phase of the development. The Owner further agrees that security reductions will be requested through the Treasury Department and reductions/releases are made upon recommendation of the Treasurer. The Owner further agrees to provide proof of sufficient insurance coverage for unassumed works to the satisfaction of the Township of Adjala-Tosorontio.
- 9) That the Owner shall enter into servicing, development, subdivision and other necessary agreements, satisfactory to the Township of Adjala-Tosorontio or any other appropriate authority prior to any development within the plan. These agreements may deal with matters including but not limited to the following:
- engineering, construction and conservation works which include municipal services;
 - electricity;
 - storm water management, storm drainage facilities;
 - road widening and reconstruction;
 - monitoring wells;
 - cash contributions, levies (development charges), securities or letters of credit;
 - emergency services;
 - land dedications, easements and reserves;
 - parking;
 - noise abatement;
 - fencing, sidewalks, berming, buffer blocks and planting;
 - grading and sodding;
 - entry features;
 - parkland, tree preservation and hoarding;
 - culvert removal; and,
 - warning clauses, the details of which are indicated in correspondence from appropriate commenting agencies and departments.
- 10) That the Owner shall agree in the Subdivision Agreement, prior to offering any of the residential lots for purchase in accordance with Section 52 (1) of the Planning Act, R.S.O. 1990, to make Schedule 5 'Proposed Land Use' of the Colgan Community Plan and a "Display Map" available in a prominent place visible at all times to the public until unit sales are complete. The Display Map shall indicate the approved location of all sidewalks, walkways, community mail boxes, parks, schools, open space areas, stormwater management facilities, wastewater treatment and/or disposal facility (if required), landscaping, noise attenuation measures, buffer areas, watercourses, and surrounding land uses.

- 11) That the Township of Adjala-Tosorontio shall confirm that the Subdivision Agreement has been registered by the Municipality against the lands to which it applies as provided for in the Planning Act, R.S.O. 1990. A copy of the executed agreement shall be provided to the Approval Authority, County of Simcoe and the Nottawasaga Valley Conservation Authority.
- 12) That the Owner agrees in the Subdivision Agreement that development charges, processing and administrative fees be paid in accordance with the current County of Simcoe, Simcoe County District School Board, Simcoe Muskoka Catholic District School Board, Nottawasaga Valley Conservation Authority (as required in accordance with the NVCA's fees policy, under the Conservation Authorities Act) and Township of Adjala-Tosorontio policies and by-laws in effect at the time of final approval.
- 13) That the Subdivision Agreement between the Owner and the Township of Adjala-Tosorontio shall include provisions whereby all Offers of Purchase and Sale will include information that satisfies subsection 59(4) of the Development Charges Act. (Please see Notes, below)
- 14) That prior to final approval, the Approval Authority is to be advised in writing by the Township of Adjala-Tosorontio that a Zoning By-law amendment for the development of these lands shall be approved under Section 34 of the Planning Act, R.S.O. 1990, and be in effect.
- 15) That the Owner shall agree in the Subdivision Agreement to convey/dedicate, free of cost and encumbrances, any required road or highway widening, 0.3 metre reserves, walkways, sight or daylight triangles, buffer blocks, and utility or drainage easements, to the Township of Adjala-Tosorontio or any other authority in accordance with the policies and procedures of that body, as identified in the M-Plan, Reference Plans or Subdivision Agreement.
- 16) That the Owner, upon registration of the plan of subdivision, shall convey to the Township 5% of the residential land and 2% of the commercial land included in the plan as Block 298, as provided for in subsection 51.1 (1) of the Planning Act, R.S.O. 1990, as amended. These lands are to be used for park purposes.
- 17) That the Owner agree, in the Subdivision Agreement, that Block 300, and Environmental Protection Block 303 and Block 305 be conveyed to the Nottawasaga Valley Conservation Authority or other public body satisfactory to the Township of Adjala-Tosorontio, free and clear of all encumbrances and shall be preserved in their natural state and undeveloped.
- 18) That the Township agree, in the Subdivision Agreement, to provide an easement in favour of the Nottawasaga Valley Conservation Authority or other public authority over drainage Block 301 for the purposes of access to Blocks 303 and 305.

- 19) That the Owner agree, in the Subdivision Agreement, prior to final approval, to create and transfer to the Township of Adjala-Tosorontio at no cost, a fee simple, unencumbered interest in the following:
- a) Stormwater Management Block 161;
 - b) Stormwater Management Drainage Blocks 301-302;
 - c) Wastewater Treatment Block 296;
 - d) Road Reserve Blocks 162-165, 304; and,
 - e) Roads identified as Streets 'A' & 'D'-'K' as public lands.
- 20) That the Owner agree, in the Subdivision Agreement, prior to final approval, to create and transfer to the County of Simcoe, at no cost, a fee simple, unencumbered interest in those lands associated with intersection improvements at County Road.
- 21) That the Owner agrees that the proposed streets shall be named in accordance with the Township's street naming policy to the satisfaction of the Township of Adjala-Tosorontio. Further, the selection of street names shall be made having consideration of 911 emergency response.
- 22) That the Owner agree that the Subdivision Agreement will contain clauses to ensure that a municipal numbering system be assigned to the satisfaction of the Township of Adjala-Tosorontio with regard to a 911 emergency servicing, and that the Owner agrees in the Subdivision Agreement to display the lot number and corresponding municipal address in a prominent location on each lot in a manner that makes the address fully visible for emergency servicing during construction. After issuance of an occupancy permit for the dwelling the Owner agrees in the Subdivision Agreement that only the municipal address will be required to be displayed, in a prominent location on the dwelling being highly visible from the street.
- 23) That the Owner, at the discretion of the Township shall undertake and submit to the Township of Adjala-Tosorontio a Traffic Impact Study (TIS). The TIS, if required, shall be completed prior to initiating the detail design of the roads and services and shall address issues relating to, but not limited to, road capacity, geometric design, safety, parking, signage, etc. This will also apply for full build-out as well as interim conditions.
- 24) That the Owner shall agree in the Subdivision Agreement to submit and agree to implement a Community Urban Design Study prior to final approval of the draft plan having regard for accessibility standards regulated by the Province and to the satisfaction of the Township of Adjala-Tosorontio.
- 25) That the Owner shall agree that no trees are removed or damaged prior to plan registration, or during any phase of the servicing and construction of the site, without prior approval from the Township of Adjala-Tosorontio.
- 26) That prior to final approval, a drainage plan shall be prepared by the Owner's consultant, to the satisfaction of the Ministry of the Environment, Conservation and Parks, and the Township of Adjala-Tosorontio. This plan will show how surface water will be controlled on and off the site and will include swales and/or easements, where necessary. Any necessary erosion control measures will be shown. This approved

plan will form part of the Subdivision Agreement with the Township of Adjala-Tosorontio.

27) That prior to final approval, the Owner's consultant shall prepare a general site development plan and lot grading plan to the satisfaction of the Township of Adjala-Tosorontio. This approved plan will form part of the Subdivision Agreement with the Township of Adjala-Tosorontio. This plan will contain the following information:

- a) A building envelope for the proposed homes.
- b) Drainage swales and lot gradients.

28) That the Subdivision Agreement shall contain a clause, with wording satisfactory to the Township of Adjala-Tosorontio, to the effect that the individual lot owners may be required to obtain the services of a qualified professional engineer to prepare a detailed site development/lot grading plan to the satisfaction of the Township of Adjala-Tosorontio prior to the issuance of a building permit. This site plan will contain the following information:

- (a) The location of the proposed house and any other structures on the lot;
- (b) The existing and proposed grades on the disturbed area on the lot after buildings and drainage works have been completed;
- (c) The engineer may be required to check the elevations of the building footings, prior to the constructions, to ensure conformity with the approved plans noted above; and,
- (d) The engineer may be required, prior to the issuance of a final inspection report, to certify to the Township, in writing, that the installed works have been carried out in accordance with the approved plans.

29) That the Owner shall agree in the Subdivision Agreement to provide at their own cost, improvements to Concession Road 8 as part of the works to be completed in conjunction with this development and to provide security to guarantee completions of the works as part of the Letter of Credit. These improvements may be completed in phases, to the satisfaction of the Township of Adjala-Tosorontio, and shall include, but are not limited to, completion of drainage works, sidewalk/pedestrian trail system (west side of Concession Road 8 only) and placement of new surfacing from County Road 14 to the north property line. The improvements shall be based on a rural road design standard for the Township, shall be completed to base course of asphalt prior to the issuance of any residential building permit for the applicable phase, and shall be constructed to the satisfaction of the Township of Adjala-Tosorontio.

30) That the Owner shall agree in the Subdivision Agreement to provide internal paved access to any proposed Wastewater Treatment Facility completed in conjunction with this development, to the Township standard, and to provide security to guarantee completion of the works as part of the Letter of Credit. These internal roads shall be completed prior to the occupancy of any dwellings within the individual Phases as set out in the Colgan Community Plan and be constructed to the satisfaction of the Township of Adjala-Tosorontio.

31) That the Owner agrees that the Subdivision Agreement shall contain clauses requiring temporary turning circles should any be required to provide road accessibility for services

(waste removal, etc.) to the residents. The Owner further agrees to remove and restore the temporary turning circles to normal condition, at the Owner's cost, when required and that all work shall be to the satisfaction of the Township of Adjala-Tosorontio. The design of the temporary turning circles and any implications on surrounding land use shall be addressed in the detail designs to the satisfaction of the Township of Adjala-Tosorontio.

32) That the Owner agrees that the Subdivision Agreement shall contain clauses that the Owner will not apply for Building Permits on lots adjacent to future road connections until those future road connections have been completed and/or temporary turning circles provided to the satisfaction of the Township of Adjala-Tosorontio.

33) That prior to final approval, the Owner shall submit landscape plans to the satisfaction of the Township of Adjala-Tosorontio. These plans are to be prepared by a qualified landscape architect in good standing with the Ontario Association of Landscape Architects (OALA) and shall include street tree planting, concept layout plan for all park blocks, entry features, and planting and fencing of the stormwater management facility and any other areas deemed by the Township to require fencing and landscaping.

34) That prior to final approval of the Draft Plan, the Owner shall prepare a Functional Servicing Report to the satisfaction of the Township of Adjala-Tosorontio, which shall determine the infrastructure required for all municipal services required for the subdivision. Any requirements resulting from this Report and the comments resulting from a peer review by the Township of Adjala-Tosorontio shall be incorporated into the Subdivision Agreement.

35) That the Owner shall agree to provide wording in the Subdivision Agreement satisfactory to the Township of Adjala-Tosorontio that will ensure that the Owner will provide or arrange to provide winter maintenance/snow clearing for roads within the subdivision prior to final approval and assumption of the subdivision.

36) That the Owner shall provide wording in the Subdivision Agreement to the effect that the Owner will provide to the Township of Adjala-Tosorontio a soils report, a hydrogeological report and slope stability/erosion control study for Blocks 161, 296 and 303 be prepared by a geotechnical consultant which recommends the material and methods necessary for the construction of roads and services to meet Township of Adjala-Tosorontio standards including but not limited to the construction of the stormwater management facilities, wastewater treatment and disposal facilities. Geotechnical reports for the siting of individual dwellings shall be prepared as determined by the consulting engineer preparing detailed design for the issuance of a building permit.

37) That the Owner shall agree to provide clauses, with wording satisfactory to the Township of Adjala-Tosorontio, that the Owner will submit a Phase 1 Environmental Site Assessment Report, stating soils are clear of all contaminants, prepared by a professional engineering consultant or equivalent, in accordance with the Ministry of the Environment, Conservation and Parks guidelines or other guidelines as appropriate, for all lands to be conveyed to the Township of Adjala-Tosorontio, to the satisfaction of the Township of Adjala-Tosorontio.

38) That prior to any site alteration, the following shall be prepared to the satisfaction of the Township of Adjala-Tosorontio:

- a. An Erosion and Sedimentation Control Plan,
- b. A Detailed Grading Plan,
- c. A Detailed Storm Water Management Plan; and
- d. A Tree Preservation Plan.

39) That the Subdivision Agreement require that future purchase and sale agreements for each lot contain wording that recommends that future homes on each lot adopt a rainwater harvesting system using an in-ground buried cistern or grey water reuse technologies.

40) That prior to final approval, a final detailed storm water management plan shall be prepared to the satisfaction of the Ministry of the Environment, Conservation and Parks and the Township of Adjala-Tosorontio. The storm water management report shall show the following:

- (a) How surface water will be controlled on and off the site, including swales and/or easements, where necessary;
- (b) Necessary erosion control measures;
- (c) Recommendations with regard to the control of storm water run-off in accordance with the guidelines of the MOECP and NVCA;
- (d) Procedures to be followed for the control of erosion/siltation and its effects during and after construction of roads and services within this development;
- (e) Maintenance protocol to be followed for this facility; and,
- (f) Sufficient buffer existing between infiltrative measures and the groundwater table to allow proper function.

The approved plans will form part of the Subdivision Agreement as determined by the Township of Adjala-Tosorontio.

41) That the facilities to be constructed under Condition 40 shall be to the satisfaction of the Township of Adjala-Tosorontio. A storm water management facility shall be constructed within a block of land to be conveyed to the Township of Adjala-Tosorontio. The block of land conveyed for storm water purposes is to be fenced according to the requirements of the Township.

42) That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the Township of Adjala-Tosorontio, to ensure that storm water management facilities and sediment and erosion control measures will be in place prior to commencement of construction of any roads and services.

43) That the Owner shall agree in the Subdivision Agreement that sufficient insurance and securities, in an amount to be determined by the Township Engineer, for the purposes of maintenance shall be retained by the Township for the storm water management facility for a period of 5 years after issuance of the Certificate of Substantial Completion for the storm water management facility.

- 44) That the Owner agrees in the Subdivision Agreement to install tight board fencing 2.0 metres in height along the easterly boundary of Block 160 and along any existing residential lots abutting the plan of subdivision in accordance with details approved by the Township of Adjala-Tosorontio. In addition, the Owner agrees in the Subdivision Agreement to install a continuous four (4') chain link fence on the rear of the lots along the Concession Road 8 and a continuous six (6') chain link fence along the north property line, abutting existing agricultural lands in accordance with Township standards.
- 45) That the Owner shall agree in the subdivision agreement to insert a clause into the Purchase and Sale agreements, informing residents of the proximity of nearby agricultural operations, potential nuisances, the Farming and Food Protection Act, trespass impacts and respecting existing agricultural activities.
- 46) That the Owner shall agree in the Subdivision Agreement to erect appropriate advisory signage at a visible place at any stub road in the subdivision, whether temporary or permanent, a warning that the road is intended to be opened at a future date. In addition, the Owner also agrees to insert a warning clause in all Agreements of Purchase and Sale of lots adjacent to stub roads, notifying prospective purchasers that the purchased lot is adjacent to a road that is intended to be open at a future date.
- 47) That the Owner shall agree in the Subdivision Agreement to insert a warning clause in all agreements of purchase and sale advising prospective purchasers of the location of the proposed stormwater management facility and wastewater treatment and/or disposal facility (if required) and of the possible hazards and/or nuisances associated with the normal function of such facilities.
- 48) That the Owner shall agree in the Subdivision Agreement to insert a warning clause in all Agreements of Purchase and Sale advising prospective purchasers that the lot grading shall not be altered such that overland drainage be compromised through the addition of lot amenities including but not limited to gardens, pools, decks, etc.
- 49) The Owner shall agree in the Subdivision Agreement to insert a warning clause in all Agreements of Purchase and Sale advising prospective purchasers that stormwater drainage, including sump discharge connection to municipal sanitary or storm sewers, will not be permitted.
- 50) That the Owner agrees that the Subdivision Agreement shall contain clauses that the Owner is to grade, topsoil and seed all park blocks and disturbed vacant lands and to maintain the park blocks to the satisfaction of the Township of Adjala-Tosorontio until the works are assumed by the Township of Adjala-Tosorontio. The Owner further agrees that the Subdivision Agreement will contain clauses to the effect that all lots or blocks that are left vacant for longer than twelve (12) months, shall be maintained and/or restored by the Owner to the satisfaction of the Township of Adjala-Tosorontio.
- 51) That the Owner agrees that the Subdivision Agreement shall contain clauses with wording to the satisfaction of the Township of Adjala-Tosorontio that building permits will not be applied for until the Township of Adjala-Tosorontio is satisfied that adequate water, wastewater treatment, utilities and roads are available to service the lots within the development/phase.

- 52) That the Owner agrees that the Subdivision Agreement shall contain clauses that, prior to final approval, the Owner shall demonstrate to the satisfaction of the Township of Adjala-Tosorontio and the Ministry of the Environment, Conservation and Parks, that adequate means of providing wastewater treatment and disposal shall be available through the issuance of a certificate of approval pursuant to the Ontario Water Resources Act, and fulfillment of an Environmental Assessment if required.
- 53) That the Owner agrees that the Subdivision Agreement will contain clauses with wording satisfactory to the Township of Adjala-Tosorontio to the effect that the Owner shall be responsible for designing and constructing a wastewater treatment plant including lift stations, as required to the satisfaction of the Township of Adjala-Tosorontio and the Ministry of the Environment, Conservation and Parks. The wastewater treatment plant, treatment system, technology, plans and specifications must all be designed, developed and constructed to the satisfaction of the Township of Adjala-Tosorontio acting reasonably.
- 54) That the Owner will submit a staging/phasing plan, to the satisfaction of the Township of Adjala-Tosorontio, which demonstrates the staging of the construction of roads and services, including the location for construction access points, within the development. This plan will provide for at least two connections points for roads and for watermains.
- 55) That the Owner agrees that the Subdivision Agreement will contain clauses with wording satisfactory to the Township of Adjala-Tosorontio to the effect that the Owner shall include in all offers of Purchase and Sale, a statement which advises the prospective purchaser that the Township of Adjala-Tosorontio is to be paid a utility hook-up charge at the time of issuance of each building permit.
- 56) That the Owner shall agree to provide wording in the Subdivision Agreement to the satisfaction of the Township of Adjala-Tosorontio to engage a professional engineer qualified in the area of the required certification, to administer and inspect all works and to certify in writing that the works were constructed in accordance with the plans, reports and specifications, as approved by the Ministry of the Environment, Conservation and Parks, Nottawasaga Valley Conservation Authority, the County of Simcoe and the Township of Adjala-Tosorontio and to provide on-site inspection services during the construction of any works.
- 57) That the Owner agrees that the Subdivision Agreement will contain clauses with wording satisfactory to the Township of Adjala-Tosorontio to the effect that electric, telephone, gas and television cable services and any other form of telecommunication services shall be constructed at no cost to the Township of Adjala-Tosorontio 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 Township of Adjala-Tosorontio and authorized agencies.
- 58) That the Owner will agree that Firebreak Lots within the subdivision shall be designated within the Subdivision Agreement to the satisfaction of the Fire Chief. The Owner further agrees that no Building Permit will be applied for on any Firebreak Lot until clearance for such has been provided by the Fire Chief.

NOTTAWASAGA VALLEY CONSERVATION AUTHORITY (NVCA)

- 59) That prior to final plan approval, the following shall be prepared to the satisfaction of the Nottawasaga Valley Conservation Authority and the Township of Adjala-Tosorontio:
- a) A detailed Storm Water Management Report;
 - b) A detailed Erosion Control Plan;
 - c) A detailed Grading Plan;
 - d) A Landscaping Plan for the storm water pond;
 - e) A Geotechnical Report;
 - f) A Stream Corridor Planting Plan; and,
 - g) A Monitoring Plan outlining a program to monitor impacts of development on Keenansville Creek and the shallow aquifer.
- 60) That the draft plan be subject to revisions in order to meet the requirements of Condition 59, including providing for a larger storm water pond block, if necessary.
- 61) That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the Nottawasaga Valley Conservation Authority, to carry out or cause to be carried out the recommendations and measures contained with the plans and reports set out above in Condition 59.
- 62) That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the Nottawasaga Valley Conservation Authority, to ensure that proper erosion and sediment control measures will be in place prior to any site alteration. The Agreement must contain a provision stating that all major storm water management facilities and channel works must be in place prior to the creation of impervious areas such as roads and buildings.
- 63) That the Owner shall agree in the Subdivision Agreement to engage a qualified professional, to certify in writing, that the works were constructed in accordance with the plans, report and specifications, as approved by the Nottawasaga Valley Conservation Authority.
- 64) That the Nottawasaga Valley Conservation Authority is notified in writing, through a copy of the enacted zoning by-law including its text and schedule, illustrating that the natural hazards, natural heritage features and storm water management facilities on the final draft plan have been placed in a satisfactory restrictive zoning category (e.g. Open Space Conservation).
- 65) That a permit from the Nottawasaga Valley Conservation Authority, under the Conservation Authorities Act and Ontario Regulation 172/06, shall be obtained for all development and site alteration within a regulated area.
- 66) That the Owner shall agree, prior to final plan approval, to pay all development fees to the conservation authority as required in accordance with the Nottawasaga Valley Conservation Authority's fees policy, under the powers of the Conservation Authorities Act.

67) That any drainage easements required for storm water management purposes shall be granted to the Township of Adjala-Tosorontio.

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

68) That the Owner shall agree to include in all Offers of Purchase and Sale a clause advising prospective purchasers that pupils from this development attending educational facilities operated by the Simcoe Muskoka Catholic District School Board may be transported to/accommodated in temporary facilities out of the neighbourhood schools area.

SIMCOE COUNTY DISTRICT SCHOOL BOARD

69) That the Owner shall agree in the Subdivision Agreement to include in all Offers of Purchase and Sale, a clause advising prospective purchasers that accommodation within Simcoe County District School Board sites in the community are not guaranteed. Attendance at schools in the area yet to be constructed is also not guaranteed. Pupils may be accommodated in temporary facilities and/or directed to schools outside the area.

70) That the Owner shall agree in the Subdivision Agreement to include in all Offers of Purchase and Sale a clause advising prospective purchasers that school busses will not enter cul-de-sacs and that pick up points will be generally located on through streets convenient to the Simcoe County District School Board. Pick up points will not be located within the subdivision until major construction activity has been completed.

ARCHAEOLOGICAL – MINISTRY OF TOURISM, CULTURE AND SPORT

71) That prior to final approval and any site alteration, the Owner shall carry out an Archaeological Assessment of the subject property to document, remove and/or preserve any significant archaeological resources found. No grading or other soil disturbances shall take place on the subject property prior to the Ministry of Tourism, Culture and Sport confirming in writing to the Approval Authority that all archaeological resource concerns have met licensing and resource confirmation requirements.

TELECOMMUNICATIONS

72) That Bell Canada, Rogers Communication or other telecommunication company shall confirm that satisfactory arrangements, financial and otherwise, have been made with Bell Canada, Rogers Communications or other telecommunication company for any communication facilities serving this draft plan of subdivision which are required by the Township of Adjala-Tosorontio to be installed underground. A copy of such confirmation shall be forwarded to the Township of Adjala-Tosorontio.

73) That the Owner shall agree in the Subdivision Agreement, in wording satisfactory to Bell Canada, Rogers Communication or other telecommunication company to grant to Bell Canada, Rogers Communications or any other telecommunication company any easements that may be required for telecommunication or other services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing communication facilities or easements, the Owner shall be responsible for rearrangements or relocation of such facilities or easements.

74) That the Owner shall agree in the Subdivision Agreement that prior to commencing any work within the Plan, the Owner shall confirm with Bell Canada that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. The Owner shall agree in the Subdivision Agreement that should the Owner elect to not pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the Owner shall be required to demonstrate to the Township of Adjala-Tosorontio that sufficient alternative communication/telecommunication facilities are available within the communication/telecommunication services for emergency management services (i.e. 911 Emergency Services).

CANADA POST

75) That the Owner shall agree in the Subdivision Agreement to include in all Offers of Purchase and Sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.

76) That the Owner shall agree in the Subdivision Agreement that they will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the purchase offer which the homeowner does a signoff.

77) That the Owner shall agree in the Subdivision Agreement to consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.

78) That the Owner shall agree in the Subdivision Agreement to provide the following for each Community Mailbox site and include these requirements on appropriate servicing plans:

- i) An appropriately-sized sidewalk section (concrete pad) as per municipal and Canada Post standards to place the Community Mailbox on;
- ii) To provide the cement pads during sidewalk pouring and notify Canada Post of the locations when they are complete;
- iii) Any required pathway across the boulevard as required as per municipal standards; and,
- iv) Any required curb depressions for accessibility.

79) That the Owner shall agree in the Subdivision Agreement that Canada Post's Multi-Unit Policy will be in effect for any Multi-Unit Buildings. It will be the Owner's responsibility to purchase and maintain Centralized Mailboxes for this development type. Any institutions in this Plan will be treated as a single business and will be provided mail delivery to one point of call. The developer will be required to provide a signature for a License to Occupy Land agreement for any condominiums.

80) That the Owner shall agree in the Subdivision Agreement to determine and provide and fit up a suitable temporary Community Mailbox location(s) which may be utilized by Canada Post until the permanent mailbox pads, curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail service to new residences as soon as the homes are occupied. The developer further agrees to fit up the temporary area 30 to 60 days prior to the first occupancy and notify Canada Post of the first occupancies at this time. (The developer should provide evidence of how they intend to coordinate this activity in a timely manner to a safe, clean and useable area.)

HYDRO

81) That Hydro One shall confirm that satisfactory arrangements, financial and otherwise, have been made with them for any facilities serving this Draft Plan of Subdivision which are required by the Township of Adjala-Tosorontio to be installed underground. A copy of such confirmation shall be forwarded to the Township.

ENBRIDGE GAS DISTRIBUTION

82) That the Owner shall agree in the Subdivision Agreement that:

- i) The developer is responsible for preparing a composite utility plan that allows for the safe installation of all utilities, including required separation between utilities;
- ii) Streets are to be constructed in accordance with composite utility plans previously submitted and approved by all utilities;
- iii) All streets are graded to final elevation prior to the installation of the gas lines and provide Enbridge Gas with the necessary field survey information required for the installation of the gas lines; and
- iv) The natural gas distribution system will be installed within the road allowance. If this is not possible, easements will be provided at no cost to Enbridge Gas.

COUNTY OF SIMCOE

83) That prior to final approval, the Owner shall submit to the satisfaction of the County of Simcoe, a copy of the proposed final M-Plan which provides dedication of County Intersection Lands to the satisfaction of the County of Simcoe. This block(s) shall be dedicated to the County of Simcoe as a public highway, at no cost, free and clear of all charges and encumbrances.

84) That prior to final approval, the Owner shall submit a detailed Traffic Impact Study (TIS) to the satisfaction of the County of Simcoe.

85) That the Owner shall agree in the Subdivision Agreement to design and construct at no cost to the County of Simcoe, an improved intersection at the proposed intersection of Street 'A' and County Road 14 including any additional intersection design details (e.g. turning lanes, drainage works, curbing, signage, line markings, etc) that may be required, as determined by the County, through the review of the detailed Traffic Impact Study, noted above.

- 86) That prior to final approval, the Owner shall enter into a legal agreement with the County of Simcoe whereby the Owner agrees to assume complete financial and other responsibility for the design and construction of an improved intersection onto County Road 14 as well as other recommendations and works as identified in the Traffic Impact Study as approved by the County of Simcoe. It is the responsibility of the Owner to prepare engineering drawings and a construction cost estimate for the required road improvements to the satisfaction of the County. The Owner is required to provide the County with a Letter of Credit representing 100% of the County-approved construction cost estimate. The approved engineering road drawings and Letter of Credit will be referenced in the legal agreement.
- 87) That the Owner shall transfer to the Corporation of the County of Simcoe at no cost, a fee simple, unencumbered interest in a 0.3 m reserve across the frontage of the property adjacent to County Road 14 to the limit of the daylight triangles.
- 88) That the Owner shall agree in the Subdivision Agreement to insert in all Agreements of Purchase and Sale for all lots abutting County Road 14, a warning clause advising purchasers that the purpose of the 0.3 m reserve adjacent to the County Road right-of-way is to prohibit access to County Road 14.
- 89) That the Owner shall agree in the Subdivision Agreement to construct a 2 metre high solid board fence along the rear of all residential lots abutting County Road 14 to the satisfaction of the County and the Township. The fence is to be constructed at the expense of the Owner, be on private property and is to be maintained by the residential lot owners.
- 90) That prior to final approval, the Owner shall submit the following to the satisfaction of the County:
- i) Detailed Stormwater Management Report;
 - ii) Detailed Stormwater Management Pond Landscaping Plan;
 - iii) Natural Hazards Assessment (flooding, erosion, slope stability);
 - iv) Grading and Drainage Plans;
 - v) Servicing Drawings;
 - vi) County Road Improvement Drawings; and,
 - vii) Erosion and Sedimentation Control Plans.

TOWNSHIP OF ADJALA-TOSORONTIO

- 91) That prior to final approval and registration, the Owner shall provide the Approval Authority with a copy of the Certificate of Approval from the Ministry of the Environment, Conservation and Parks relating to the wastewater servicing system.
- 92) That prior to final approval, the Approval Authority is to be advised in writing by the Nottawasaga Valley Conservation Authority how applicable Conditions have been satisfied.
- 93) That prior to final approval, the Approval Authority is to be advised in writing by the Ministry of the Environment, Conservation and Parks, how applicable Conditions have been satisfied.

- 94) That prior to final approval, the Approval Authority is to be advised in writing by Bell Canada, Rogers Communication or other telecommunications company, how applicable Conditions have been satisfied.
- 95) That prior to final approval, the Approval Authority is to be advised in writing by Canada Post, how applicable Conditions have been satisfied.
- 96) That prior to final approval, the Approval Authority is to be advised in writing by Enbridge Gas how applicable Conditions have been satisfied.
- 97) That prior to final approval, the Approval Authority is to be advised in writing by the Hydro Electric agency, how applicable Conditions have been satisfied.
- 98) That prior to final approval, the Approval Authority is to be advised in writing by the Simcoe Muskoka Catholic District School Board, how applicable Conditions have been satisfied.
- 99) That prior to final approval, the Approval Authority is to be advised in writing by the Simcoe County Board of Education, how applicable Conditions have been satisfied.
- 100) That prior to final approval, the Approval Authority is to be advised in writing by the County of Simcoe how applicable Conditions have been satisfied.

NOTES:

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Approval Authority, quoting the file number (DI2 AT-T-0701).
2. We suggest that you make yourself aware of Section 144 of the Land Titles Act and Subsection 78(10) of the Registry Act.

Subsection 144(1) of the Land Titles Act requires that a plan of subdivision of land that is located in a land titles division be registered under the Land Titles Act. Exceptions to this provision are set out in subsection 144(2).

Subsection 78(10) of the Registry Act requires that a plan of subdivision of land that is located only in a registry division cannot be registered under the Registry Act unless that title of the owner of the land has been certified under the Certification of Titles Act. Exceptions to this provision are set out in clauses (b) and (c) of subsection 78(10).

3. It is required that the municipality register the Subdivision Agreement as provided by subsection 51(26) of the Planning Act, R.S.O. 1990 against the land to which it applies, as notice to prospective purchasers.
4. All measurements in subdivision and condominium final plans must be presented in metric units.

For your information, easements required for utility or drainage purposes should be granted to the appropriate authority.

5. All deeds to be conveyed must be free and clear of encumbrances.
6. A Development Charge, adjusted to the date of payment, with respect to all applicable services shall be calculated and payable in accordance with the policies of the Township of Adjala-Tosorontio, the County of Simcoe and the applicable School Boards at the building permit issuance.
7. All engineering drawings shall be submitted in an electronic format suitable to the County of Simcoe and Township of Adjala-Tosorontio as well as a hard copy.
8. The Nottawasaga Valley Conservation Authority will require a copy of the executed Subdivision Agreement prior to the clearance of draft plan conditions.
9. The Nottawasaga Valley Conservation Authority recommends that Block 303 be dedicated into public ownership for the preservation and stewardship of the Keenansville Creek corridor including the associated flood and erosion hazards.
10. Should the Nottawasaga Valley Conservation Authority (NVCA) be the public authority to which the Environmental Protection Block 303 and Block 305 are conveyed, the NVCA will require the payment of a stewardship fund in accordance with the NVCA land securement policy in effect at the time of final registration of the plan of

subdivision.

11. All costs for any transfers to the County as set out in the conditions, including costs relating to any surveying, legal fees and disbursements and GST, are to be borne by the Owner. All documentation is to be prepared and registered by the County's Solicitor and to be executed where required by the Owner. The Owner will be required to submit to the County's Solicitor a deposit in the amount of \$3,000.00 prior to the services being rendered.
12. The Owner is advised that an Entrance Permit will be required from the County of Simcoe for all proposed works within the Simcoe County Road No. 14 road allowance. The Owner is further advised that an Entrance Permit will be required from the County for the construction of the proposed intersection with County Road 14 or any temporary construction access. The County recommends that the Owners of the two proposed subdivisions jointly prepare and submit one TIS to the County to avoid duplication of efforts and costs. Access to all lots and blocks must be from an internal subdivision road. Access will not be permitted from County Road 14.
13. The Owner/Developer is required to comply with the County's Waste Collection Design Standards. Failure to comply could result in Waste Collection Services being withheld or suspended.
14. The Owner is advised that an Entrance Permit will be required from the Township of Adjala-Tosorontio on lots fronting on Concession Road #8.
15. Clearances are required from the following agencies:

Township of Adjala-Tosorontio
7855 Sideroad 30, R.R. #1
Alliston, Ontario L9R 1V1

Ministry of Tourism, Culture and Sport
Heritage Operations/Archaeology
400 University Avenue, 4 floor
Toronto, ON M7A 2R9

Nottawasaga Valley Conservation Authority
8195 8th Line
Utopia, ON L0M 1T0

Ministry of the Environment, Conservation and Parks
5775 Yonge St., 8 floor
North York ON M2M 4J1

Simcoe Muskoka Catholic District School Board
46 Alliance Blvd
Barrie ON L4M 5K3

Simcoe County District School Board
1170 Highway 26
Midhurst ON L0L 1X0

Canada Post – Delivery Planning
193 Church Street, Suite 200
Oakville, ON L6J 7S9
Enbridge Gas
500 Elgin Mills Road East
Richmond Hill, ON L4C 5G1

Bell Canada
Right of Way
136 Bayfield Street
Barrie, ON L4M 3B1

Bell Canada
John La Chapelle, Planner and Manager
Right-of-Way Control Centre
100 Borough Drive, Floor 5 BLUE
Toronto, ON M1P 4W2

Hydro One Network Services -Provincial Lines
Workforce Management & Deployment
Lines Engineering Services – Subdivision
25 Morrow Road
Barrie, ON L4N 3V7 County of Simcoe
Administration Centre 1110 Highway 26
Midhurst, ON L0L 1X0

Utility Providers for the following if required:
Telecommunications providers
Electricity Service provider

16. If agency conditions concern conditions to be placed in the Subdivision Agreement, a copy of the agreement should be sent to them. This will expedite clearance of the final plan.
17. The Draft Plan approval of the subject development is for a period of six (6) years from Draft Plan approval.

This approval may be extended pursuant to subsection 51(33) of the Planning Act, but no extension can be granted once the approval has lapsed.

If final approval is not given to this plan as indicated above, and no extensions have been granted, draft approval will 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

Applicant: Tribute Communities (Colgan 2) Limited

File No. AT-T-0701

Municipality: Township of Adjala-Tosorontio

Subject Lands: Part Lot 11, Concession 7 (former geographic Township of Adjala)

explanation, together with a resolution from Council, must be received by the Approval Authority sixty (60) days prior to the lapsing date. Please note that an update review of the plan, and revision of the conditions of approval, may be necessary if an extension is to be granted.

18. The Final Plan approved by the Approval Authority must be registered within 30 days or the Approval Authority may withdraw its approval under subsection 51(32) of the Planning Act, R.S.O. 1990, as amended.