



CLEARVIEW
TOWNSHIP

Conditions of Draft Plan Approval

File No.:	SD-2017-063
Owner:	MANORTOWN HOMES INC.
Original Approval Date:	November 19, 2018
First Lapsing Date:	November 19, 2023
First Extension Date:	November 14, 2023
Second Lapsing Date:	November 14, 2024
Second Extension Date:	October 7, 2024
Third Lapsing Date:	October 7, 2025
Third Extension Date:	September 22, 2025
New Lapsing Date	September 22, 2027
Draft Plan Details:	Draft Plan of Subdivision drawn by Innovative Planning Solutions, dated April 16, 2018.

Basis of Approval

Plan Number & Purpose of Lots/Blocks

Land Use	Lots/Blocks	Area (ha)	Units
Single Detached Dwellings (12 m)	Lots 1-24, 27-30, 32-36, & 38	1.451	34
Single Detached Dwellings (15 m)	Lots 25, 26, 31, 37, & 39	0.266	5
Street Townhomes (6.1 m/unit)	Blocks 1-6	0.926	42
Stormwater Management Facility	Block 7	0.839	0
Park (Parkette and Walkway)	Block 8	0.208	0
Open Space (Trail)	Block 9	0.225	0
Roads	Street 'A' & Street 'B'	1.791	0
		5.707	81

Approval Granted

The undersigned hereby attests that draft plan of subdivision approval for the development described herein has been approved subject to conditions as outlined below.

Dated: September 22, 2025

Douglas Measures, Mayor

Sasha Helmkey-Playter, Clerk

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Conditions of Approval

The following conditions of approval have been imposed on the approval of this plan of subdivision as Township Council is of the opinion that they are reasonable, having regard to the nature of the development proposed for the subdivision pursuant to s. 51(25) of the Planning Act.

General Conditions

1. That this draft approval shall lapse if Final Approval is not given to this Plan within two (2) years of the draft approval date, and no extensions have been granted.
2. That the owner shall enter into a consolidated subdivision agreement with, and to the satisfaction of, the municipality to give effect to all relevant conditions of approval and any other matters regarding the proper development of the subdivision as specified by the municipality in such agreement. Accordingly, the conditions set out herein, shall be incorporated into the subdivision agreement, as applicable, to the satisfaction of the municipality in its sole and unfettered discretion, and shall be obligations of, and at the cost of, the owner.
3. The subdivision agreement shall deal with such matters as, but not limited to, the following: construction of works; ownership of works; registration of the plan and agreement; use of inhibiting orders; servicing allocations; conditions for release of building permits; timing of works; works to be constructed and maintained; fees, deposits and payments to be made; securities and their administration; indemnities and insurance; the owners obligations; conditions for occupancy; general conditions of approval; special conditions of approval; the acceptance and assumption of works; conveyances, restrictive covenants and notices to title; and, all relevant administrative clauses.
4. The subdivision agreement may allow for phasing of the subdivision subject to the approval of the municipality of a comprehensive phasing plan. Phasing may be accomplished either by full registration and phasing clauses in the subdivision agreement or by partial registration. Phasing under full registration shall incorporate the use of inhibiting orders and other measures to ensure the proper and orderly development of the subdivision. Phasing by partial registration shall be undertaken on the basis that the draft plan approval and conditions shall continue to apply to remaining phases. Accordingly, the lapse date and ability to alter conditions would be applicable to remaining phases.
5. A qualified professional is to be retained to prepare and submit all drawings and reports required for final acceptance and construction of the Plan; to inspect construction as necessary to ensure proper installation and compliance with municipal and other relevant authority standards; and, to certify in writing that the required works were constructed in accordance with the plans, reports and specifications, as accepted for construction by the municipality and all other relevant authorities.
6. Approval of the Draft Plan is contingent upon the owner satisfying all conditions of approval, such conditions being inter-related and inter-dependent and upon which the municipality has relied to significant extent in making its decision of approval. Therefore, in the event of any request (including appeal) for alteration to a single condition, the municipality reserves the right to alter or add to these conditions, or withdraw its approval.
7. The Owner and Municipality agree that the development of the Plan may occur in phases. This will require the preparation and submission for approval of the municipality of a phasing plan which shall form part of the subdivision agreement. This phasing plan shall outline any necessary temporary works which may be required, including, but not limited

to, utilities and municipal services, turning circles, alternative road endings, signage, fencing and landscaping. The phasing plan shall also provide for any additional temporary easements or conveyances necessitated to provide temporary works or services. The phasing plan shall also identify any lots which may be temporarily constrained from development as a result of the phasing and any temporary works required. Servicing shall only be allocated to phases which are being registered and developed and for which securities are provided.

8. The Owner shall agree in the subdivision agreement that all lots or blocks to be left vacant shall be rough graded such that best efforts are taken to ensure that there is no standing water and maintained in general conformance with the accepted comprehensive grading plan(s). The Owner further agrees to topsoil and hydro-seed any area not proceeding to construction within a timeframe satisfactory to the Municipality and to install signage to prohibit dumping and trespassing, at the sole cost of the Owner.
9. The Owner shall agree in the Subdivision Agreement:
 - a. That prior to final approval, the Owner shall retain a Professional Engineer (typically geotechnical consultant) to review the proposed works and existing soil conditions and define a Zone of Influence of vibrations as well as submit a proposed Vibration Monitoring Program. The Zone of Influence shall include the area of land (and buildings that potentially may be impacted by vibrations emanating from a construction activity as defined by the Professional Engineer referred to above in the vibration monitoring program, to the satisfaction of the Township.
 - b. The Owner shall agree in the Subdivision Agreement that prior to commencement of construction, the Owner shall retain a qualified consultant to complete a pre-condition survey of all existing dwellings/ structures within the Zone of Influence as described above. The survey shall include photographic inventory of existing conditions of the interior and exterior of all buildings. In the event that a property owner will not permit access to the interior of the dwelling, the consultant shall provide written documentation to the Owner and the Township. The Owner shall provide a copy of the full pre-condition survey to the Township Engineer.
 - c. The Owner shall agree as part of the Subdivision Agreement that vibration levels shall be measured by the Owner's Engineering during construction on/ at all existing buildings and structures within the defined Zone of Influence during construction in accordance with the monitoring program submitted with the Subdivision Agreement approval. A minimum of 1 vibration monitoring gauge is to be installed prior to earthworks construction at or near the existing structure that is closest to the work zone, regardless of the defined Zone of Influence.

Financial & Administrative

10. All taxes, utilities and charges outstanding against the lands are to be paid prior to the registration of any plan of subdivision.
11. All drainage charges (Drainage Act) and local improvement charges, municipal service fees and special service fees (Municipal Act) are to be commuted and/or paid, as applicable, prior to registration of any plan of subdivision.
12. Applicable Final Approval fees and administrative charges, including deposits, are to be paid when making first submission for Final Approval of the Draft Plan.

13. All financial requirements of the municipality with respect to the approval and development of the subdivision are to be completed/submitted to the satisfaction of the municipality in its sole and unfettered discretion.
14. All processing and administrative fees, including securities and deposits, shall be paid in accordance with the municipal policies, administrative practices and by-laws in effect at the time of signing of the agreement or as otherwise stipulated in the agreement.
15. All applicable Development Charges are to be paid in accordance with the Municipal Development Charges By-law, County Development Charges By-law, and Education Development Charges By-law.
16. All development approval fees of the Nottawasaga Valley Conservation Authority are to be paid as required in accordance with the Nottawasaga Valley Conservation Authority's fees policy, under the powers of the Conservation Authorities Act.

Conveyance & Transfers

17. The road allowances shown as Streets "A" to "B" on the draft plan, shall be conveyed to the municipality free and clear of encumbrances.
18. Such easements as may be required for utility, drainage and construction purposes shall be conveyed to the municipality, and to other appropriate agencies or authorities, to their satisfaction, free and clear of all encumbrances.
19. Any dead ends and open sides of road allowance created by this Draft Plan shall be terminated in 0.3 metre reserves to be conveyed to and held, in trust, by the municipality.
20. Blocks 7 & 8 shall be conveyed to the municipality for stormwater management, drainage and recreational purposes, free and clear of all encumbrances.
21. The Plan to be registered shall show daylight triangles on each corner lot in accordance with the Township's Engineering Standards in effect at the time of detailed design, or as determined by the Township, which are to be conveyed to the Township without monetary consideration and free of all encumbrances.

Further Approvals

22. The lands shall be appropriately zoned for the proposed residential development.
23. An Environmental Noise Assessment is to be completed examining the potential Noise Hazard from the adjacent Provincial Highway 26 traffic with recommendations for appropriate mitigative measures, if required.
24. An Environmental Site Assessment is to be completed to investigate soil contamination from fuel storage and any other site activities.
25. The regulatory floodplain and the stormwater management areas shall be restrictively zoned so as to not permit development other than for flood and erosion control works. A copy of the adopted zoning by-law is to be provided to the Nottawasaga Valley Conservation Authority.
26. Blocks 1-6 and Lots 1-39 shall be subject to a hold zone requirement which shall establish as conditions of the removal of the hold:
 - a. The submission for municipal approval of plans and documents which establish street oriented design; and architectural control requirements; and
 - b. A subdivision agreement has been entered into with the Municipality and registered on title of the lands and the development phase in which the lands are located has been released for development.

27. An integrated landscaping plan is submitted for Blocks 7, 8, & 9. The landscaping plan shall show details of the proposed landscaping of the stormwater management facility, trails and pedestrian system, and park, along with the proposed recreational amenities for the parkland, to the satisfaction of the Municipality.
28. The final plan of subdivision (M-Plan) shall include the addition of a new separate and individual Sewage Pump Station (SPS) Block within the southwestern portion of the existing Stormwater Management Facility Block (Block 7) to the satisfaction of the municipality. All other draft plan conditions that reference Block 7 shall also continue to apply to the new SPS Block. This includes but is not limited to providing fencing along the southern property limit of the SPS Block as well as the conveyance of the SPS Block to the municipality, free and clear of all encumbrances.

Required Municipal Services

29. Sanitary sewer and water supply allocations shall not be committed for this development until Final Approval of the Plan of Subdivision by the municipality and registration of the subdivision agreement, and when the municipality confirms that such allocations are available for such purposes. As indicated in condition 7, servicing may be allocated to approved phases of development upon registration and provision of securities for the phase to which services are allocated.
30. Sanitary sewer allocation will be contingent on the construction of a sewage pumping station. The service area served by that pump station and the location shall be determined by a Municipal Class Environmental Assessment initiated by the Municipality. At the time of clearing conditions, the municipality will review options to accommodate this development and consider any temporary measures required to allow this development to proceed.
31. Prior to final approval an overall servicing plan shall be prepared and submitted for approval to the municipality.
32. All internal and external services required for the development of this Plan shall be required to be designed by a qualified professional to the municipality's satisfaction and constructed/installed at the owner's expense.
33. Prior to final approval, all streets shall be named to the satisfaction of the municipality and a municipal numbering system shall be assigned to the satisfaction of the municipality, with regard to 911 servicing. The Owner shall agree in the subdivision agreement to display the lot/block number and corresponding assigned municipal address in a prominent location on each lot/block.
34. Sidewalks, and trails shall be constructed in accordance with the municipality's Engineering Standards, in effect at the time of detailed design.
35. Upgrades to existing services required for the development of this plan shall be required to be designed by a qualified professional to the municipality's satisfaction and constructed/installed at the owner's expense.
36. Black vinyl chain link fencing shall be installed along the lot lines of any lot or block where they abut parks, open space, environmentally protected areas, natural wooded areas, stormwater management facilities, any other lands/blocks owned by the Municipality and any other areas as required by the Ministry of Transportation and the Municipality, at the sole cost of the Owner.

37. Tight board privacy fencing shall be installed where residential lands abut commercial lands, existing residential properties, walkways, along the east and west property limits of Block 8, and along the south and east property limits of Block 7 . and/or other areas as required by the Municipality, at the sole cost of the Owner.
38. Bollards or alternative barriers, to the satisfaction of the Municipality shall be installed along the southern property limit of Block 8 where it maintains frontage onto Sunnidale Street, as well as along the entrance to the pedestrian trail linkage located on Block 7 to prevent vehicular access, at the sole cost of the Owner.
39. The development of Block 8 shall include a requirement to provide public recreational amenities and a trail linkage to Sunnidale Street. Entrance signage to Block 8 from Sunnidale Street shall be provided to the satisfaction of the municipality at the southernmost point of Block 8.
40. The owner shall submit to the municipality for review and acceptance, a final traffic impact study indicating the anticipated traffic volumes generated by the subdivision and their impact upon the existing road network and intersections. The study shall identify any additional works that may be required to deal with traffic impacts generated by the development, and such requirements, as established to the satisfaction of the municipality, shall be incorporated in the works to be conducted at the owner's expense.
41. An emergency vehicular access from Street A to the Municipal Firehall Building is to be constructed and public access constrained to the emergency access to the satisfaction of the municipality.
42. The Owner shall agree in the subdivision agreement that every seventh (7th) lot shall be left unbuilt as a fire break in the development.
43. The Owner shall be required to construct all roads to an urban standard, in keeping with the Township's Engineering Standards in effect at the time of detailed design.

Utilities

44. The Owner shall coordinate the preparation of an overall utility distribution plan to the satisfaction of all applicable utility authorities, including but not limited to gas, hydro, telecommunications and the Municipality. The plan shall include signoff of all applicable utility companies.
45. Prior to final approval, the Owner shall provide confirmation to the Municipality that satisfactory arrangements, financial or otherwise, have been made with the necessary utility companies for any facilities serving this draft plan of subdivision.
46. The Owner shall agree to design, purchase materials and install a street lighting system, compatible with the existing and/or proposed systems in the surrounding plans, all in accordance with the Township's Engineering Standards, including but not limited to being Dark Sky Compliant.

Parkland

47. All public spaces are to be developed and conveyed to the Municipality, to municipal standards and free and clear of encumbrances.
48. Prior to final approval, the Owner shall submit a plan, prepared by a qualified landscape architect, of the park being dedicated or developed, showing the location, description and caliper of trees being proposed for planting, walkways/paths, which shall be fully accessible, fencing, playground equipment (quality and type), lighting, parking, etc., for review and acceptance by the Municipality.

49. The Owner shall agree in the subdivision agreement to provide hydro, water, sanitary and storm services to the inside edge of the park, through the park, or to a location within the park, to the satisfaction of the Municipality, at no cost to the Municipality.
50. The Owner shall agree in the subdivision agreement not to store topsoil, fill, or any building materials, etc. on the lands being dedicated for parkland which would prevent the early development and/or resident use of the dedicated parkland area.
51. The Owner shall agree in the subdivision agreement that all lands to be conveyed to the Municipality for park purposes are to be graded and provided with seeding and/or sodding as applicable for adequate drainage to the satisfaction of the Township's Public Works Department prior to the issuance of the first occupancy for the phase in which the park is located.
52. The Owner shall agree in the subdivision agreement the process for which the park infrastructure will be constructed, whether in partnership with the Municipality or providing fine grading and surface treatment of the park for dedication.
53. Where the Owner and the Township determine that the Owner will develop the park block(s), the Owner shall agree that the design, securities and construction for the park(s) will be addressed through a park development agreement.
54. Prior to final approval, the Owner shall submit a trails plan, identifying pedestrian linkages to the surrounding sidewalks/trails, to the Municipality for approval.
55. The Owner agrees that Block 8 shall be conveyed to the municipality for parkland and open space purposes. It is recognized that parkland was previously dedicated to the municipality under the original registered plan. Therefore, the dedication of Block 8 is not part of the 5 % parkland dedication as required under the Planning Act. An appraisal, pursuant to the Planning Act, is to be prepared by a qualified appraiser, acceptable to the municipality, to determine the value of Block 8 on the date of Draft Plan Approval. A credit or cash payment to the Owner by the Township is to be included in the Subdivision Agreement.

Environmental Protection & Sustainability

56. The Owner agrees that a scoped environmental site assessment is to be prepared and submitted for acceptance to the municipality and further agrees that no development or site alteration shall occur until the lands are properly rehabilitated to a level to safely allow and support the intended uses, and/or the lands are shown to be free of any environmental hazard.
57. The Owner shall agree in the subdivision agreement to address dead, dying or hazardous trees within all open space, trail blocks, park blocks and general wooded areas until the assumption of those blocks by the Municipality.
58. A construction waste and stockpile management plan are to be prepared and implemented through development of the Plan.
59. The Owner shall agree in the Subdivision Agreement to prepare and implement a construction management plan to the satisfaction of the Municipality prior to any site works or site alteration and shall provide updates for the entire construction process through to issuance of the completion certificate. This plan shall be the Owner's responsibility to implement at their sole cost and shall include at a minimum the following:
 - a) Central coordinating contact and tracking for all community complaints and respective responses;
 - b) Trades communication and enforcement plan;

- c) Project phasing, staging, periods of activity and operating hours including peak times and types of activity;
- d) Parking for trades and deliveries;
- e) Traffic protection plan for vehicular and pedestrian traffic in accordance with OTM Book 7;
- f) Material delivery loading areas, coordination and enforcement;
- g) Office space (construction trailer);
- h) Working hours;
- i) Debris (garbage);
- j) Noise and dust control;
- k) Importation and exportation of fill or surplus material, in accordance with O.Reg. 406/19 (as amended);
- l) Site access and egress;
- m) Communications plan for providing notification to and addressing concerns of:
 - i. Immediately adjacent residents;
 - ii. Adjacent residents;
 - iii. The broader community who may have questions about the development; and
 - iv. Purchasers/New homeowners;
- n) Impact mitigation plan for residents affected by off-site servicing; and,
- o) A contingency plan that addresses any additional impacts to private or municipal property not foreseen in the construction management plan including notification, compensation and conflict resolution provisions as may be appropriate.

60. The Owner shall further agree in the Subdivision Agreement that if in the opinion of the Municipality, the Owner fails to implement the Construction Management Plan and/or fails to update the Construction Management Plan to address concerns raised by the Municipality, the Municipality reserves the right to draw upon securities held as part of the subdivision or any other development agreement the Owner has entered into with the Municipality, to implement the provisions of the Construction Management Plan and/or rectify the concerns for lands owned and not owned by the Municipality. Any amounts drawn from securities for such implementation shall be replaced within 30 days. The Municipality shall seek full cost recovery plus appropriate administration fees and disbursements for all efforts as a result of the Owner's failure to perform.

61. The Owner shall agree in the Subdivision Agreement that a single construction access shall be provided in a location approved by the Municipality and shall be reflected on the applicable accepted for construction drawings.

62. The Owner shall agree in the Subdivision Agreement that siltation and erosion control measures will be maintained throughout construction, including maintenance/renewal of the mud mat to avoid tracking of mud onto the external roads at a frequency to the satisfaction of the Municipality.

63. The Owner shall agree in the Subdivision Agreement that during construction of homes, the roads within and external to the development lands shall be kept clear of excess debris/mud tracking and dust control provided. The roads are to be scraped of mud tracking on a regular basis and swept a minimum of once a week.

64. Prior to any site alteration, the following shall be prepared to the satisfaction of the Nottawasaga Valley Conservation Authority, and the municipality:

- a detailed Storm Water Management Report;
- a detailed Erosion Control Plan;
- a detailed Grading Plan;
- a detailed landscaping plan for the storm water ponds and the rest of the development;
- a detailed geotechnical report for the storm water ponds; and,
- a Construction Staging/Phasing Plan.

Notwithstanding the submission of the preliminary stormwater management report which demonstrates that there is a feasibility of appropriately controlling the quantity and quality of stormwater for the proposed development, the final stormwater management report shall consider the most current accepted engineering methods for ensuring environmentally sound control of water quality and quantity in effect at the time of submission and as reviewed with the municipality and the Nottawasaga Valley Conservation Authority.

The final stormwater management plan and works shall ensure that there are no detrimental impacts to adjacent or upstream and downstream lands as a result of the development of the site and alterations to drainage and infiltration.

The recommendations of these plans and reports shall be implemented as works to be carried out by the owner at the owner's expense to the satisfaction of the Nottawasaga Valley Conservation Authority and the municipality.

65. All street and public lighting fixtures shall be dark-sky compliant.

66. The Owner agrees that the outlet for the stormwater management facility shall be obtained through the privately-owned lands to the east and shall outlet to Sunnidale Street with any required improvements to the outlet on Sunnidale Street and Centre Line Road, to the satisfaction of the Township of Clearview and the Nottawasaga Valley Conservation Authority, at the sole cost of the Owner.

Urban Design & Architectural Control

67. An architect acceptable to the municipality shall be retained for the purposes of preparation of an architectural control plan. Such firms shall be qualified to take on such work and have demonstrated experience in doing so. The architectural control plan shall have regard to the recommendations and concepts outlined in the design policies of the Official Plan, in effect at the time, and any published design guidelines of the municipality. The architectural firm shall be retained for these purposes at the Owner's expense, and shall perform all services to the satisfaction of the municipality acting reasonably and in good faith. Upon approval by the municipality, these Guidelines will form part of the Subdivision Agreement and shall govern the development of all elements of the subdivision including those elements which are subject to further approvals. The Architectural Control Guidelines shall be administered at the Owner's expense on individual builders of the development by a Control Architect retained by and reporting to the municipality. Prior to the issuance of a building permit, the Control Architect shall certify that the building plans for any building are consistent with the approved Guidelines.

68. Notwithstanding minimum front yard requirements generally established in the zoning by-law, staggered front yard depths shall be provided and this shall be incorporated into the architectural control plan.
69. A driveway location and control plan shall be prepared and submitted to the municipality for acceptance.

Agency Approvals & Requirements

Culture and Heritage

70. The Owner agrees that an archaeological assessment of the entire development property shall be prepared and submitted to the municipality and Ministry of Culture for the approval. Any impact on identified resources shall be mitigated, through preservation or resource removal and documentation. No demolition, grading or other soil disturbances shall take place on the subject property prior to the municipality and the Ministry of Culture confirming that all archaeological resource concerns have met licensing and resource conservation requirements.

County of Simcoe

71. The Owner/Developer shall agree to include the following clause in the Subdivision Agreement, to the satisfaction of the County of Simcoe:

"Based on preliminary designs, the County has confirmed that County waste collection services are feasible for this development. The County is not required to provide waste collection services along unassumed roads until such time they are assumed by the municipality. The County may, however, commence waste collection services prior to the municipality assuming the road once an appropriate level of residency has been confirmed by the County. Such early provision of waste collection services is contingent upon regular access being available on the road and is subject to a request being approved by the County Solid Waste Management Department. This may require temporary turnarounds to be constructed depending on the phasing of the development. The Owner/Developer acknowledges that should road access be blocked due to road construction, parked vehicles, insufficient snow removal, etc., or should any temporary turnarounds not be constructed to the County's standard, service disruptions will occur. The Owner/Developer is responsible for providing waste collection services until such time as the County has confirmed that the access restriction has been satisfactorily remedied."

72. The Owner/Developer shall agree to include the following clause in the Subdivision Agreement, to the satisfaction of the County of Simcoe:

"That prior to final approval or registration of any phase(s), the Owner/Developer shall provide written confirmation to the County of Simcoe, that all municipal roads, including any dead-end roads or temporary turnarounds, are designed to accommodate County waste collection vehicles as per the County's Waste Collection Road Design Policy and applicable Waste Collection Technical Design Standards document. Furthermore, the Owner/Developer shall submit all engineering drawings to the County of Simcoe to demonstrate that the design and construction of all roads complies with the Waste Collection Technical Design Standards. Failure to construct municipal roads in accordance with County standards may result in waste collection services being withheld or suspended, and may require reconstruction to accommodate waste collection service vehicles."

Nottawasaga Valley Conservation Authority

73. Prior to any site alteration a permit under Ontario Regulation 172/06 shall be obtained from the Nottawasaga Valley Conservation Authority.
74. A copy of the reports referred to in condition 52 shall be provided to the Nottawasaga Valley Conservation Authority for their review and approval.
75. That the Flood Hazard Study be completed to the satisfaction of the NVCA;
76. That the Draft Plan of Subdivision be revised if necessary to reflect the findings of the flood hazard study;
77. That a pre and post-development water balance for the site be completed to the satisfaction of the NVCA.

Simcoe County District School Board

78. All offers of purchase and sale shall include the following clauses:

"Prospective purchasers are advised that the public schools on designated 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."

"Prospective purchasers are advised that the school bus pick up point will not be located within the subdivision".

Simcoe Muskoka Catholic District School Board

79. All offers to purchase and sale shall include the following clauses:

"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 neighborhood school's area".

Ministry of Transportation

80. The owner shall submit to the Ministry of Transportation for review and approval a detailed Storm Water Management Report, in accordance with MTO Stormwater Management Requirements for Land Development Proposals.
81. The owner shall submit to the Ministry of Transportation for review and approval, a final traffic impact study to assess site impacts on Highway 26, and ensure that appropriate mitigation, if required, is provided by the owner.
82. The owner shall submit an illumination plan to the Ministry of Transportation and the Municipality to assess the proposed municipal street illumination of the subdivision and its impacts on Highway 26, and if required as a result of Ministry or Municipal review of the illumination plan, modify the design and/or provide mitigative measures concerning the illumination of the development.
83. The owner shall enter into a legal agreement with the Ministry of Transportation whereby the owner agree to assume financial responsibility for the construction of all associated highway improvements.

Gas Utility Provider(s)

84. The gas service provider 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 to be installed; a copy of such confirmation shall be forwarded to the Township.

85. All streets shall be graded to final elevation prior to the installation of the gas lines and the necessary field survey information required for the installation of the gas lines shall be provided, all to the satisfaction of the gas service provider.

86. All of the natural gas distribution system will be installed within the proposed road allowances so that easements shall not be required.

Communication/Telecommunication Provider(s)

87. The telephone service provider 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 Municipality to be installed underground; a copy of such confirmation shall be forwarded to the Township.

Canada Post

88. Confirmation is to be received from Canada Post that the applicant has made satisfactory arrangements for the installation of community mailboxes. A copy of such confirmation shall be forwarded to the Municipality.

89. Concrete pads are to be provided for the placement of the community mailboxes, which shall be to the satisfaction of Canada Post and the Municipality. Additional facilities such as curb cuts, walkways, and paved lay-bys shall be provided as and when required by the Municipality.

Hydro Service Provider (EPCOR)

90. The hydro service provider 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 municipality to be installed underground; a copy of such confirmation shall be forwarded to the municipality.

Municipal Warning Clauses and Notices in Agreement

91. The property title shall note such warning clauses as identified necessary by the municipality and other relevant agencies including, but not limited to, notices relevant to such matters as noise, odours, dust, servicing conditions or restrictions, proximity of public walkways and accesses, fencing, catchbasins and drainage, right of entry, future roads, and development charges.

92. The Owner shall cause the following warning clauses to be included in a schedule to all offers of purchase and sale, or lease for all lots/blocks:

a) Within the entire subdivision plan:

- “Purchasers and/or tenants are advised that the proposed finished lot and/or block grading may not meet Township grading criteria in certain areas, to facilitate preservation of existing vegetation and to maintain existing adjacent topographical conditions.”
- “Purchasers and/or tenants are advised that traffic calming measures may have been incorporated into the road allowances.”
- Purchasers and/or tenants are advised that the Township has not imposed a “tree fee”, or any other fee which may be charged as a condition of purchase, for the planting of trees.”

- “Purchasers and/or tenants are advised that any roads ending in a dead end or cul-de-sac, may be extended in the future to facilitate development of adjacent lands, without further notice.”
 - “Purchasers and/or tenants are advised that mail delivery will be from a designated community mailbox, the location of which will be identified by the Owner prior to any home closings.”
 - “Purchasers and/or tenants are advised that the Township does not hold any deposits on account of grading requirements or damage to infrastructure on behalf of purchasers and/or tenants. The Municipality holds security from the Owner to enforce such obligations directly with the Owner and has not authority to release funds to the purchasers and/or tenants.”
 - “Purchasers and/or tenants are advised that the Owner is responsible Under the Species at Risk Act to the protect the species and its habitat.”
- b) Abutting any open space, woodlot, environmental protection lands, or stormwater facility:
- “Purchasers and/or tenants are advised that the adjacent open space, woodlot, environmental protection lands, or stormwater management facility may be left in a naturally vegetated state and receive none or minimal maintenance.”
- c) Abutting a park block:
- “Purchasers and/or tenants are advised that the lot abuts a “Neighbourhood or Community Park” and/or an open space block, and/or and environmental protection block, containing an existing or future active and/or passive recreational uses and that noise and lighting should be expected as a result of those uses.”
- d) Abutting Agricultural lands:
- “Purchasers, tenants and other land users are advised of the existing agricultural operations and uses in the vicinity and the potential associated impact and concerns, and as well are advised of the applicable legislation concerning the protection of agricultural operations and the limitation against liability in nuisance for any disturbance resulting from an agricultural operation carried on as a normal farm practice.”

Required Reports, Plans and Drawings

93. Notwithstanding any specific or more detailed reference made to required plans or drawings to be prepared and submitted to the satisfaction of the Township of Clearview as set out in the above conditions, the following drawings and plans shall be prepared and submitted to the municipality for acceptance (i.e. the following list is in addition to any of the specific or detailed requirements incorporated in the aforementioned conditions as applicable):

- M-Plan and R-Plan(s);
- Consolidated Easement Plan;
- General Servicing Plan;
- Overall Water Distribution Plan;
- Overall Sanitary Drainage Plan;
- Overall Lot Grading Plan;
- Erosion and Sediment Control Plan;
- Plan/Profile Drawings;
- Traffic Control and Signage Plan;
- Stormwater Management Plan;

- Trails and Pedestrian Linkage Plan;
- Parkland Development Plan;
- Fire Lot Control Plan;
- Composite Utility Plan;
- Photometrics Plan;
- Landscape Plans (for Subdivision and specifically Blocks 7, 8 & 9);
- Driveway Location and Control Plan;
- Phasing Plan;
- Construction Management Plan and
- Standard Details.

94. Notwithstanding any specific or more detailed reference made to required reports to be prepared and submitted to the satisfaction of the Township of Clearview and/or any other applicable agencies as set out in the above conditions, the following reports shall be prepared and submitted to the municipality for acceptance (i.e. the following list is in addition to any of the specific or detailed requirements incorporated in the aforementioned conditions as applicable):

- Final Functional Servicing Report;
- Final Stormwater Management Report;
- Hydrogeological Report
- Geotechnical Report;
- Archaeological Report;
- Final Traffic Impact Study;
- Parkland Appraisal;
- Environmental Noise Assessment;
- Environmental Site Assessment;
- Construction Waste and Stockpile Management Plan.

95. The owner shall provide the municipality with a copy of any application, drawing, report or agreement submitted to another agency for the purposes of clearing or satisfying these conditions of draft plan approval.

Other Conditions

96. A sign is to be prepared and erected within the limits of the Plan to the satisfaction of the municipality depicting the approved Plan of Subdivision and zoning, within 90 days of the date of Draft Plan Approval. This sign shall stipulate that the approval is conditional and that no development shall be permitted until final approval has been granted and that no building permits shall be issued until requirements of the subdivision agreement have been met.

Clearance Letters

97. Prior to the final approval being given by the Township of Clearview the municipality must receive a clearance letter from the following agencies indicating how conditions applicable to their authority have been completed to their satisfaction.

Clearance are required from the following:

- Nottawasaga Valley Conservation Authority (conditions 73 to 77);
- Simcoe Muskoka Catholic District School Board (condition 79);
- Simcoe County District School Board (condition 78);
- Telecommunications Service Provider (conditions 87);
- Gas Utility Provider (conditions 84-86);
- Hydro Service Provider (conditions 90);
- Canada Post (condition 88 & 89);
- County of Simcoe (conditions 71 & 72);
- Ministry of Culture (condition 70); and,
- Ministry of Transportation (conditions 80 to 83).

98. If agency conditions are incorporated into the subdivision agreement, a copy of the draft agreement should be sent to them. This will expedite clearance of the final plan. The Nottawasaga Valley Conservation Authority must receive a copy of the executed subdivision agreement prior to the clearance of the draft plan conditions.

99. Please be advised that the approval of this draft plan will lapse two (2) years after the date the plan is draft approved. 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 the owner wishes to request an extension to draft approval, a written request and explanation must be received by the Clerk of The Corporation of the Township of Clearview ninety (90) days prior to the lapsing date. A processing fee, in effect at the time of the request, will apply.

Notes to Draft Plan Approval

100. **It is the applicant's responsibility to fulfill the conditions of the draft approval and to ensure that the required clearance letters are forwarded to the Township of Clearview.**

101. **Prior to initiating clearance of conditions and first submission of final design, the applicant and their consultants shall attend a consultation meeting with the Township to review the proposed development and municipal requirements and standards.**

102. We suggest you make yourself aware of section 144 of the *Lands 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).

103. Modifications to the development design must conform to the County's Waste Collection Road Design Policy and Waste Collection Technical Design Standards document

to ensure that waste collection services can be provided. Confirmation of waste collection services should be obtained from the County of Simcoe prior to registration.

104. Ministry of Transportation Building & Land Use Permits are required for all lots within 45m of Highway 26 property limits and within a 395m radius of any intersection with Highway 26. MTO permits are also required prior to site grading/servicing/internal road construction, and for site signs; an MTO Encroachment permit is required for any works proposed within Highway 26 limits.
105. All structures (above and below ground), including land uses considered integral to site operations must be setback a minimum of 14m from Highway 26 ROW limits.
106. The Township will register the plan, including any approved phases thereof, and the subdivision agreement(s) as provided by subsection 51(26) of The Planning Act R.S.O 1990 against land to which it applies, as notice to prospective purchasers.
107. The Township of Clearview will require the final plan of subdivision registration plans be submitted as follows:
 - 4 sets of mylars
 - 4 sets of paper prints (1 with AOLS stickers)
 - 1 computer disk (contact the Township for required format).
108. **The final plan approved by the Township of Clearview must be registered within 30 days or the Township will withdraw its approval under subsection 51(59) of the Planning Act, R.S.O. 1990.**
109. All measurements in subdivision final plans must be presented in metric units.