



CLEARVIEW
TOWNSHIP

Conditions of Draft Plan Approval

File No.: 2023-025-SD

Owner: Tribute (Creemore) Ltd.

Approval Date: November 18, 2024

Lapsing Date: November 18, 2029

Extension Date: N/A

Draft Plan Details: Draft Plan of Subdivision drawn by Celeste Phillips Planning Inc. dated April 5, 2023, revised November 9, 2023, and revised April 17, 2024.

Basis of Approval

Plan Number & Purpose of Lots/Blocks

Land Use	Lots/Blocks	Area (ha)	Units
Single Detached Dwellings/ Townhouse	Blocks 2-8, 10, 12-22, 24, 26, 27, 30-45	17.728	397
Gordon Lands	Block 11	0.404	0
Future Development Lands	Block 29	1.688	30
Condominium Townhouse	Block 23	2.549	68
Well Block	Block 9	0.133	0
Open Space	Blocks 1, 25	0.528	0
Stormwater Management	Block 46	2.036	0
Drainage Channel	Block 28	2.067	0
Streets ('A' - 'L')	--	7.915	0
		35.048	495

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: November 18, 2024.

Douglas Measures

[Douglas Measures \(Nov 29, 2024 11:16 EST\)](#)

Doug 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

1. That this draft approval shall lapse if Final Approval is not given to this Plan within five (5) 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. The Owner shall agree in the Subdivision Agreement to enter into an early payment, cost recovery, site preparation, pre-servicing, development and/or any other necessary agreements, satisfactory to the Municipality or any other appropriate Authority before any development or site alteration within the Plan. These Agreements may deal with matters including but not limited to the following:
 - a) Engineering and conservation works which include municipal services;
 - b) Professional services including preparation of reports, plans, inspections, certifications and approvals;
 - c) Monitoring wells;
 - d) Municipal Drinking Water Well and Treatment facility;
 - e) Sewage Treatment Pump Station;
 - f) East Creemore Drainage channel;

- g) Required upgrades to the Creemore Wastewater Treatment Plant;
 - h) Stormwater management;
 - i) Storm sewers, road widening and reconstruction;
 - j) Securities, cash contributions, development charges;
 - k) Emergency services;
 - l) Land dedications and easements, reserves, noise abatement;
 - m) Fencing, berming, buffering blocks and plantings;
 - n) Hydro, Gas and Utilities;
 - o) Grading and sodding;
 - p) Entry features;
 - q) Parkland, tree preservation, hoarding and vegetation removal (clearing and grubbing);
 - r) Construction access; and
 - s) Warning Clauses.
6. The Owner shall agree in the Subdivision Agreement that a qualified professional is to be retained to prepare and submit all drawings and reports required for final approval 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 approved by the Municipality and all other relevant authorities.
7. 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.
8. The Owner and Municipality agree that the development of the Plan may occur in phases. The Owner shall agree in the Subdivision Agreement to prepare and submit for approval of the Municipality a phasing plan which shall form part of the Subdivision Agreement. This phasing shall outline any necessary temporary works which may be required, including, but not limited to, utilities and municipal services, such as, but not limited to water and wastewater, turning circles, future road connections, alternative road endings, signage, fencing and landscaping. The phasing plan shall also provide for any additional temporary easements or conveyances necessitated to provide the 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 allocation has been provided and securities are provided.
9. Phasing of development, including the first phase, may be dependent on external works on adjacent lands. Site development and issuance of building permits may be delayed until such works are completed and shall only proceed upon authorization by the Township.
10. Prior to entering into a Subdivision Agreement, the Owner shall identify the intended sequence of development, both geographically and chronologically, of the provision of

necessary off-site supporting infrastructure for development, to the satisfaction of the Municipality.

11. The Owner shall agree in the Subdivision Agreement that prior to final approval, the Owner shall submit the following to the satisfaction of the Municipality and/or any other applicable Agencies:
 - a) An Archaeological Assessment Report;
 - b) A Traffic Impact Study;
 - c) A Geotechnical Report;
 - d) A Hydrogeological Report;
 - e) A Site Grading and Drainage Plan;
 - f) A Tree Inventory & Preservation Plan;
 - g) A Functional Servicing Report;
 - h) A Removals Plan;
 - i) A Site Phasing Plan;
 - j) A Site Servicing Plan;
 - k) A Composite Utility Plan;
 - l) An Environmental Noise Assessment;
 - m) Architectural Control Design Guidelines;
 - n) An Environmental Impact Study;
 - o) A Natural Hazard Land Study;
 - p) An Environmental Site Audit;
 - q) A Well Interference Study;
 - r) An Erosion and Sedimentation Control Plan;
 - s) A Stormwater Management Report including SWM pond layout plan to confirm sufficient area of dedication;
 - t) Plan of Easements;
 - u) A Park(s) Facility Fit Plan (s);
 - v) Vibration Monitoring Program;
 - w) Acoustic Report;
 - x) Lotting Plan showing conformity to the zoning.
12. The Owner shall agree in the Subdivision Agreement, in wording acceptable to the Municipality and any applicable Authority to carry out or cause to be carried out the recommendations and measures contained within the accepted plans and reports set out above.
13. The Owner shall agree in the Subdivision Agreement that prior to any site alteration, the following shall be prepared to the satisfaction of the Municipality, Nottawasaga Valley Conservation Authority, County of Simcoe, and any other applicable Authority:
 - a) An Archaeological Assessment Report and appropriate archaeological resource conservation requirements;
 - b) A Tree Inventory and Preservation Plan;
 - c) An Environmental Impact Study;

- d) An Environmental Site Audit;
 - e) A Geotechnical Report;
 - f) A Hydrogeological Report;
 - g) A detailed Storm Water Management Report;
 - h) A detailed Erosion Control Plan;
 - i) A detailed Grading Plan; and,
 - j) A Construction Staging/Phasing Plan.
14. 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.
15. The Owner acknowledges that final engineering design may result in minor variations to the Plan (e.g. In the configuration of road allowances and lotting, number of lots, etc.), which may be reflected in the final Plan to the satisfaction of the Municipality. If variations to the plan impact any of the conditions of approval or are not deemed minor by the Municipality, the owner acknowledges that this may require additional approvals.
16. Prior to any site alteration, the Owner shall agree in the site preparation, pre-servicing and/or subdivision agreement to retain a Hydrogeologist to monitor the private wells and groundwater conditions, including vulnerabilities related to the aquifers, to assess any impact on the existing wells and/or aquifers in the area surrounding the draft plan, where groundwater conditions may be impacted by the development of the subdivision. The Owner shall submit reports prepared by such Hydrogeologists, to the satisfaction of the Municipality, documenting the results of the monitoring program.
- The Owner shall provide potable water to any landowner whose private well or water system is adversely impacted and to permanently rectify the problem, to the satisfaction of the landowner and the Municipality. The potable water to be provided and any works to rectify the problem with the private well or water system shall be at the sole cost of the Owner.
- The Owner shall agree to have a baseline of area wells established prior to the commencement of any works on the Plan lands.
17. 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 Municipality.
 - b) The Owner shall agree in the 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 Municipality. The Owner shall provide a copy of the full pre-condition survey to the Municipality.

- c) The Owner shall agree in the Agreement that vibration levels shall be measured by the Owner's Engineer 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 Development 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.
18. The Owner agrees that an Environmental Noise Assessment be prepared by a qualified Consultant to be reviewed and accepted by the Municipality. The noise assessment shall include the ultimate traffic volumes associated with the surrounding road network according to the Ministry of the Environment's Guidelines. The Owner shall agree in the subdivision agreement to carry out or cause to carry out the recommendations set out in the final accepted Noise Report, to the satisfaction of the Municipality. Any required acoustical fencing and/or berming shall be installed prior to occupancy of the adjacent dwellings.
19. The Owner shall agree in the Subdivision Agreement that any recommended warning clauses regarding noise levels adjacent to County Road No. 9 are to be registered on title and be included in offers to purchase and sales agreements. Such clauses and notifications shall be to the satisfaction of the Municipality and the County of Simcoe.

Financial & Administrative

20. All taxes, utilities and charges outstanding against the lands are to be paid prior to the registration of any plan of subdivision.
21. 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.
22. Applicable Final Approval fees and administrative charges, including deposits, are to be paid when making the first submission for Final Approval of the Draft Plan.
23. Where the Owner proposes to proceed with the construction of a model home(s) and sales pavilion, the applicable Model Home/Sales Pavilion Agreement processing fee and deposit are to be paid prior to registration of the Plan.
24. The Owner shall agree in the Subdivision Agreement that 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.
25. The Owner shall agree in the Subdivision Agreement that all processing and administrative fees, including securities and deposits, as well as Engineering Review Fees, 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.

26. The Owner shall agree in the Subdivision Agreement that 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.
27. The Owner agrees that 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.
28. The Owner shall agree in the Subdivision Agreement, prior to offering any of the residential lots for purchase, to place a "Display Map" on the wall of the sales office in a place visible to the public, which indicates the approved location of all sidewalks, walkways, trails, community mailboxes, parks, schools, open space areas, environmental protection areas, stormwater management ponds, stormwater drainage channels, buffer areas, watercourses, and surrounding land uses. The Owner shall also agree to keep "Accepted for Construction" drawings in the sales office which show easements, hydrants, utilities, lighting, lot grading, landscaping, and noise attenuation measures.

Conveyance & Transfers

29. The Owner shall agree in the Subdivision Agreement to provide for the dedication of municipal right of ways to the Municipality, identified as Streets shown as Streets "A" to "L" on the Draft Plan, and that these lands be conveyed to the Municipality as public highways, without monetary consideration and free and clear of encumbrances.
30. The Owner shall agree in the Subdivision Agreement that such easements as may be required for utility, drainage and construction purposes shall be conveyed to the Municipality, and to any other appropriate Agencies or Authorities, to their satisfaction without monetary consideration, and, free and clear of all encumbrances.
31. Where deemed necessary by the Municipality, the Plan to be registered shall show a 0.3 metre reserve along the exterior side yard lot lines of corner lots and corner blocks, and rear lot lines, which reserves shall be conveyed to the Municipality, without monetary consideration and free and clear of all encumbrances.
32. The Plan to be registered shall show daylight triangles on each corner Lot or Block in accordance with the Municipality's Engineering Standards in effect at the time of detailed design, or as determined by the Municipality, which are to be conveyed to the Municipality without monetary consideration and clear and free of all encumbrances.
33. The Plan to be registered shall show a 1.5 metre right of way widening along the south boundary of the subdivision lands where they abut Elizabeth Street. This widening shall be conveyed to the Municipality without monetary consideration and free and clear of all encumbrances.
34. The Owner shall agree in the Subdivision Agreement to provide for the dedication of Blocks 1 and 25 as Open Space and that these lands be conveyed by deed to the Municipality or County of Simcoe, without monetary consideration, free and clear of all encumbrances.
35. The Owner shall agree in the Subdivision Agreement to provide for the dedication of Block 46 for stormwater management purposes, which shall be conveyed by deed to the Municipality, without monetary consideration, free and clear of all encumbrances.
36. The Owner shall agree in the Subdivision Agreement to provide for the dedication of Block 28 for drainage purposes, which shall be conveyed by deed to the Municipality, without monetary consideration, free and clear of all encumbrances.

37. The Owner shall agree in the Subdivision Agreement to provide for the dedication of Block 9, which shall be of a sufficient size required for a water well and treatment facility, for servicing purposes, which shall be conveyed by deed to the Municipality, without monetary consideration, free and clear of all encumbrances, to the satisfaction of the Municipality. Block 9 shall not constitute a parkland dedication for the purposes of the Planning Act .

Further Approvals

38. The draft plan approval is conditional upon an approval and adoption of the Official Plan Amendment to the Township of Clearview Official Plan 2001 or 2024.
39. The land shall be appropriately zoned for the proposed residential development.
40. Prior to final approval the owner shall submit a lotting plan demonstrating conformity with the Zoning By-law as may be amended and applying to the lands.
41. The Owner shall agree in the Subdivision Agreement that Block 23 (multi-residential development) shall be subject to site plan control.
42. The Owner shall agree in the Subdivision Agreement that Block 29 (future development) shall remain undeveloped until such time as the constraints of the site have been addressed.
43. The lands shall be subject to a Holding symbol (H) which shall be established through the passing of an amendment to the Zoning By-law. The conditions for removal of a hold symbol may include:
 - a) the provision of adequate infrastructure and municipal services;
 - b) The completion of previous phases of development;
 - c) The completion of studies or assessments; and,
 - d) Any other conditions that are considered necessary under the specific circumstances.
44. Where the Owner proposes to proceed with the construction of a model home(s) and sales pavilion, prior to registration of the Plan, the Owner shall, enter into a Model Home/Sales Pavilion Agreement with the Municipality, setting out the conditions and shall fulfill relevant conditions of that agreement, prior to the issuance of a building permit(s).
45. The Owner shall agree that the model homes will comply with the approved Architectural Control Document and comply with the approved zoning on the lands.
46. The Owner shall agree that as part of the final subdivision approval the draft M-Plan will be updated and submitted for review and approval.

Required Municipal Services

47. The Owner shall agree in the Subdivision Agreement that the Owner is advised that Draft Approval does not in itself constitute a commitment by the Municipality to provide servicing access to the Municipality's water system or sewage treatment plant. Plans may proceed to registration provided there is sufficient plant capacity and capability to serve the development. Plant capacity may be allocated for new development on a priority basis at the time of payment of Development Charges in accordance with the Act.
48. The Owner shall agree in the Subdivision Agreement that no pre-sales of residential units in this draft plan may commence until such time as the Municipality, at its sole

discretion acting reasonably, diligently and in good faith, confirms that sufficient capacity exists in the Creemore Municipal Water System and Wastewater Treatment Plant to adequately service the development.

49. The Owner shall agree in the Subdivision Agreement that no building permits, save and except for model home permits as outlined in the Subdivision and/or Model Home/Sales Pavilion Agreement, will be applied for, nor issued until the Municipality is satisfied that adequate road access, municipal water supply, sanitary sewers, pumping station(s), forcemains, sanitary treatment and storm drainage are available to service the development.
50. The Owner shall agree that prior to final approval, an overall Servicing Plan shall be prepared and submitted for acceptance to the Municipality by the Owner.
51. The Owner shall agree that prior to final approval, a Functional Servicing Report in accordance with the East Creemore Drain Study Environmental Assessment and Creemore Master Servicing Plan shall be prepared and submitted for acceptance of the Municipality by the Owner.
52. The Owner shall agree in the Subdivision Agreement, in wording acceptable to the Municipality, to enter into an Advanced Timing Financial Arrangement, which shall be registered on title, with respect to the development of a new Municipal Drinking Water Well(s). This Agreement may deal with matters including, but not limited to the following, engineering standards, professional services, scope of work, and best efforts for cost recovery from benefiting landowners.
53. The Owner shall further agree in the Subdivision Agreement, in wording acceptable to the Municipality, that the Owner agrees and acknowledges that the municipality is not obligated to undertake any particular servicing improvements at any particular time and that the decision to proceed with such improvements shall be at the discretion of the municipality acting reasonably, diligently and in good faith.
54. The Owner shall agree in the Subdivision Agreement in order to provide proper and reliable water distribution systems within the development, reasonable looping of these systems shall be provided to the satisfaction of the Municipality.
55. The Owner further agrees that the final design of the water system may be subject to review by the Municipality through the use of water modeling techniques to ensure sufficient flows, at the discretion of the Municipality and the Municipality may require amendments to the design as a result.
56. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the Municipality, that the Owner shall pay, to the municipality, the full proportionate share of the costs for the required upgrades to the sanitary sewage treatment and collection system as required to provide adequate services to the subject lands, subject to any development charges credits.
57. The Owner shall further agree in the Subdivision Agreement, in wording acceptable to the Municipality, that the Owner agrees and acknowledges that the municipality is not obligated to undertake any particular servicing improvements at any particular time and that the decision to proceed with such improvements shall be at the discretion of the municipality acting reasonably, diligently and in good faith.
58. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the Municipality, that the Owner is required to construct a sanitary sewage pump station with a dedicated forcemain to the headworks of the Creemore Sewage Treatment Plant which pumping station and forcemain is proposed to be situated on private lands outside this plan, subject to any development charges credits.

59. The Owner further agrees to enter into a separate agreement with the Owner of the private lands to proceed with the construction of the required sanitary sewage pump station on the private lands, should construction of the sewage pumping station proceed prior to development of the private lands.
60. The Owner shall agree in the Subdivision Agreement, to provide sanitary sewers suitably designed and of sufficient depth to provide for the proper collection from the lands within and external to the subdivision at rates and capacities as per the Township of Clearview Engineering Standards in effect at the time of detailed design and to the satisfaction of the Municipality.
61. The Municipality agrees to enter into a best-efforts cost-recovery agreement to provide a refund or credit to the Owner of oversizing costs calculated by the Municipality, acting reasonably, diligently and in good faith.
62. The Owner shall agree in the Subdivision Agreement, in wording acceptable to the Municipality, to ensure that all temporary sediment ponds and sediment and erosion control measures will be in place prior to any site alteration.
63. The Owner shall agree in the Subdivision Agreement, in wording acceptable to the Municipality, that the Owner acknowledges that the drainage systems in the East Creemore Drainage Area are the subject of the recently completed Municipal Class Environmental Assessment and further that the Owner agrees to provide a proportionate financial contribution toward necessary external drainage and stormwater management improvements specifically related to the development of the subject lands.
64. The Owner shall agree in the Subdivision Agreement, in wording acceptable to the Municipality, to convey Block 28 to the Municipality for a drainage channel. The Owner shall also agree in the Subdivision Agreement to pay to the municipality, the full proportionate share of the costs for the required improvements to the drainage channel and its outlets, in accordance with the East Creemore Drainage Study Environmental Assessment Report.
65. The Owner shall further agree in the Subdivision Agreement, in wording acceptable to the Municipality, that the Owner agrees and acknowledges that the municipality is not obligated to undertake any particular servicing improvements at any particular time and that the decision to proceed with such improvements shall be at the discretion of the municipality acting reasonably, diligently and in good faith.
66. The Owner shall agree in the Subdivision Agreement that prior to final approval of the Plan, the Owner shall prepare and submit to the Municipality and the Nottawasaga Valley Conservation Authority (NVCA) for review and approval a flood plain study for lands contained in Blocks 27 and 40. The study shall address minimum opening elevations, flood proofing of basements, complete flood plain analysis, flood spill, flood routing, and ensure that there are no flood water impacts on the proposed developable lands or adjacent neighbouring properties. The Owner shall make any modifications, subject to approval by the Municipality, to the Draft Plan, including alterations to the lot layout and number of blocks which may be necessary as a result of such further analysis prior to final approval and incorporate any applicable requirements or works into the Subdivision Agreement.
67. The Owner shall agree in the Subdivision Agreement to decommission the temporary stormwater management (SWM) pond and associated drainage outlet, located in the area of the south lands of the Plan (in the area of Block 23), to the satisfaction of the Municipality and NVCA and to provide geotechnical certification of the fill used to decommission the pond. Decommissioning of the pond shall be completed in a timely

manner to the satisfaction of the Municipality and NVCA and shall occur as soon as the new SWM facility on Block 46 is operational.

68. The Owner shall agree in the Subdivision Agreement that the Lots and Blocks in the area of the temporary SWM pond and drainage outlet, may not be developed until the ultimate SWM facility is constructed and operational, the temporary SWM pond has been decommissioned and geotechnical certification has been provided regarding the fill used to decommission the pond, all to the satisfaction of the Municipality and NVCA.
69. The Owner shall agree in the Subdivision Agreement that 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 shall be constructed/installed at the Owner's expense.
70. The Owner shall agree in the Subdivision Agreement, in wording acceptable to the Municipality, to fully reinstate all roads and boulevards impacted by the installation of services required to serve the Plan, including blocks therein.
71. The Owner shall agree in the Subdivision Agreement to construct all streets in accordance with Municipal standards in effect at the time of detailed design, to the satisfaction of the Municipality.
72. The Owner shall agree that prior to final approval and Plan registration, all streets shall be named to the satisfaction of the Municipality and shall be included on the final detailed design drawings.
73. Prior to final approval, a municipal numbering system shall be assigned to the satisfaction of the Municipality with regards to 911 emergency 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.
74. The Owner shall agree in the Subdivision that the road allowances within the Plan shall be designed in accordance with the Municipality's Engineering Standards for road, intersection, and temporary turning circles design. The pattern of streets and the layout of the lots and blocks shall be designed to correspond and coincided with the pattern and layout of abutting developments, to the satisfaction of the Municipality.
75. The Owner shall agree that sidewalks and trails shall be constructed in accordance with the Municipality's Engineering Standards, in effect at the time of detailed design. The Owner further agrees that the trails shall be completed at no cost to the Municipality and in accordance with the provision of the accepted for construction Landscape Plans.
76. The Owner agrees that upgrades to existing municipal 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.
77. The Owner shall agree in the Subdivision Agreement to provide for the installation of black vinyl chain link fencing 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 Municipality, at the sole cost of the Owner.
78. The Owner shall agree in the Subdivision Agreement to provide for the installation of tight board privacy fencing where residential lands abut commercial lands, existing residential properties, walkways, and/or any other areas as required by the Municipality, at the sole cost of the Owner.

79. The Owner agrees that acoustic fencing shall be installed as per the applicable Noise Assessment/Acoustical Report recommendations, at the sole cost of the Owner.
80. The Owner agrees that prior to final approval, the Owner shall submit to the Municipality for approval, a Traffic Impact Study indicating the anticipated traffic volumes generated by the subdivision and their impact upon the proposed road network and proposed intersections with County Road 9, Mary Street and Elizabeth Street. The study shall identify any additional work that may be required to deal with traffic impacts. The Owner further agrees to carry out the recommendations and measures of the study at the Owner's sole cost.
81. The Owner shall agree in the Subdivision Agreement to provide for the design and construction of Elizabeth Street to urban municipal standards from the intersection of Elizabeth Street and Mary Street to the easterly limits of the draft plan of subdivision. The Municipality may enter into a Reasonable Efforts Arrangement to recover Developer front ending costs where it is demonstrated to the Municipality's satisfaction that there are other benefitting landowners, and the Municipality has a reasonable opportunity to recover such costs from those benefitting landowners.
82. The Owner shall agree in the subdivision agreement that every seventh (7th) lot shall be left unbuilt as a fire break in the development.
83. The Owner shall agree in the Subdivision Agreement to 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.
84. The Owner shall agree in the Subdivision Agreement to 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.
85. The Owner shall agree in the Subdivision Agreement 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 Municipality's Engineering Standards in effect at the time of detailed design, including but not limited to being Dark Sky Compliant.

Parkland, Trails & Open Space

86. All public spaces are to be developed and conveyed to the Municipality, to municipal standards and free and clear of encumbrances.
87. The Owner shall agree in the Subdivision Agreement that the detailed design and construction of all Landscaping shall occur at no cost to the Municipality, or the County of Simcoe and in accordance with the accepted for construction Landscape Plans.
88. 5% cash-in-lieu for parkland is to be provided to the Municipality, if required. Block 18 and 28 in Plan 51M-1163 have been previously dedicated.
89. The Owner shall agree in the Subdivision Agreement that prior to final approval, the Owner shall submit a Park Fit Plan, prepared by a qualified landscape architect, of the park(s) 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.

90. The Owner shall agree in the Subdivision Agreement to provide hydro, water, sanitary and storm services to the inside edge of the park(s), through the park(s), or to a location within the park(s), to the satisfaction of the Municipality, at no cost to the Municipality.
91. The Owner shall agree in the Subdivision Agreement to provide adequate parking facilities to service the park(s), to the satisfaction of the Municipality, at the sole cost of the Owner.
92. The Owner shall agree in the Subdivision Agreement not to store topsoil, fill, or any building materials, etc. on the lands being, or previously dedicated for parkland which would prevent the early development and/or resident use of the dedicated parkland area.
93. The Owner shall agree in the Subdivision Agreement that all lands to be conveyed or previously 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 Municipality's Public Works Department prior to the issuance of the first occupancy for the phase in which the park is located.
94. 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.
95. Where the Owner and the Municipality 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 with the Municipality.
96. The Owner shall agree in the Subdivision Agreement that the detailed design and construction of all trails shall be in accordance with Municipal Standards in effect at the time of detailed design, and all County of Simcoe policies.
97. The Owner agrees that if the required Acoustical Report does not recommend construction of an acoustical barrier along Blocks 1 and 25, where they abut proposed residential lots/blocks, that Block 1 and 25 shall at a minimum contain the following elements: a stone and wrought iron fence, a screen of tree plantings and shrubs along the fence, and pedestrian walkway with a hard surface and minimum width of 1.5 m. The design and construction of the works will be to the satisfaction of the Municipality and the County of Simcoe, at the sole cost of the Owner.
98. All County of Simcoe setbacks shall be maintained, along Blocks 1 and 25, including that all trees and shrubs must be planted at least 3.0 m from the County Road 9 new property line to ensure that they do not encroach onto the road right-of-way as they mature. Fencing must be setback at a minimum 0.3 m adjacent to the County Road 9 new property line, if applicable.

Environmental Protection & Sustainability

99. The Owner agrees that prior to final approval and any site alteration, the Owner shall submit a tree assessment report, including an inventory of all existing trees, assessment of significant trees to be preserved and proposed methods of tree preservation or remedial planting. The Owner shall agree to undertake the measures identified in the accepted report.
100. The Owner further agrees that the tree protection plan is to be implemented and maintained throughout development of the Plan

101. 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 assumption of those blocks by the Municipality.
102. 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;
103. Importation and exportation of fill or surplus material, in accordance with O.Reg. 406/19 (as amended);
 - k) Site access and egress;
 - l) Communications plan for providing notification to and addressing concerns of:
104. Immediately adjacent residents;
105. Adjacent residents;
106. The broader community who may have questions about the development; and
107. Purchasers/New homeowners;
 - m) Impact mitigation plan for residents affected by off-site servicing; and,
 - n) 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.
108. 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.

109. 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.
110. 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.
111. 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.
112. The Owner shall agree in the Subdivision Agreement that prior to applying for any subsequent planning approvals or building permits, a new application for a Restricted Land Use Notice must be submitted for review by the Risk Management Official.

Urban Design & Architectural Control

113. The Owner shall agree that 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.
114. The Owner shall agree in the Subdivision Agreement that a driveway location and control plan shall be prepared and submitted to the Municipality for approval.
115. The Owner shall agree in the Subdivision Agreement that lighting on Block 23 be installed in a manner that minimizes off site illumination in accordance with the Site Plan Control process. The height, intensity and all technical design specifications of lighting systems will be determined based on applicable studies to the satisfaction of the Municipality and shall be dark sky compliant.
116. The Owner further agrees in the Subdivision Agreement that at the time of Site Plan Approval for Block 23 (Condominium Townhouse) an adequate landscape buffer or privacy screen will be provided to address land use compatibility with the adjacent industrial waste disposal site.

Agency Approvals & Requirements

Ministry of Culture and Heritage

117. 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

118. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the County of Simcoe that the County is not required to provide waste collection service to the municipal roads until such time as the municipality assumes the roads. The County may, however, commence waste collection services on a municipal road once some level of residency begins and prior to the municipality assuming a road, subject to a request being made and regular access being available on the road. The Owner acknowledges that should municipal road access be blocked due to road construction, parked vehicles, insufficient snow removal, etc., service disruptions will occur, and the Owner/Developer will be responsible for providing waste collection services.

119. The Owner shall agree in the Subdivision Agreement in wording satisfactory to the County of Simcoe, to construct temporary turnarounds at the termini of Streets 'A' and 'G' in the south of the subject lands which would allow the County to provide waste collection services to all ground related units in the development. The temporary turnarounds:

- a) Are to be designed as either a P-turnaround or a T-turnarounds;
- b) Are to be designed according to County of Simcoe Waste Collection Design Standards;
- c) Are to remain in place until such time as a permanent road connection has been made between Street 'A' and Street 'G' to facilitate safe and consistent through movement of waste collection vehicles, and the County has confirmed in writing to the Township that the turnarounds is no longer required; and
- d) May require use of existing municipal rights-of-way and/or portions of future development lots/blocks, as determined by the Township of Clearview and the County of Simcoe.

All costs associated with the design and construction of the temporary turnaround shall be borne by the Owner. Prior to final approval, the Owner shall submit to the satisfaction of the County of Simcoe, a copy of the proposed engineering plans and the M-Plan which show the temporary turnarounds.

120. In the event lots/blocks or portions thereof are required to accommodate a temporary turnaround, the Owner shall agree in the Subdivision Agreement in wording satisfactory to the County of Simcoe, to place an Inhibiting Order with a "No Dealings Restriction" on the southernmost lots of Blocks 43 and 44 due to the inability of the County to provide curbside waste collection services to these lots. The No Dealings Restriction is to remain in place until such time as a permanent road connection has been made between Street 'A' and Street 'G', and the County has confirmed in writing to Township of Clearview that the restriction can be lifted. All costs associated with the

- preparation, execution and registration of the Inhibiting Order shall be borne by the Owner.
121. The Owner shall agree in the Subdivision Agreement that development charges be paid in accordance with the current County of Simcoe Development Charges By-law and policies in effect at the time of Building Permit issuance. Prior to final approval, a copy of the proposed Subdivision Agreement including the above-noted statement, shall be submitted to the County of Simcoe for review and approval.
 122. That in the Subdivision Agreement, the Owner shall agree that any site plan approvals that may be required for development on Blocks 2, 5, 26 and 27 shall incorporate circulation to the County of Simcoe to ensure that County interests with regard to the County Road are addressed to the satisfaction of the County of Simcoe. The subdivision agreement shall also require that the owner acknowledge that the development of Blocks 2, 5, 26, and 27 shall be subject to meeting relevant by-law provisions and permit requirements of the County.
 123. That prior to final approval and any site alteration of the Phase 2 lands, the Owner shall submit the following to the satisfaction of the County of Simcoe:
 - a) Landscape Plans including fencing details; and,
 - b) Erosion and Sedimentation Control Plan.
 124. That the Owner shall permanently remove any existing entrances to County Road 9 and reinstate the boulevard to its original condition at the Owner's expense.
 125. The Owner shall submit to the satisfaction of the County, engineering drawings, prepared by a professional engineer, for the road improvements at the intersection of County Road 9 and the proposed local road, Street 'A'.
 126. That prior to final approval of Phase 2, the Owner shall submit to the satisfaction of the County, an updated Traffic Impact Study that reassesses the requirement for a westbound left turn lane at County Road 9 and Mary Street and includes a traffic signal warrant analysis for the intersections of County Road 9 and Mary Street and County Road 9 and Street 'A'.
 127. That prior to final approval, phasing of required road and intersection improvements and the schedule for the submission of associated detailed design documents shall be determined in consultation with and to the satisfaction of the County of Simcoe in accordance with the approved Traffic Impact Study.
 128. That prior to final approval, the Owner shall enter into a Road Improvement Agreement with the County whereby the Owner agrees to assume financial and other responsibility for the construction of all necessary road improvements at County Road 9 and new proposed Street 'A'.
 129. That prior to final approval of grading or construction on the Phase 1 lands, and in accordance with the phasing plan, the Owner shall submit a detailed Landscape Plan for Blocks 1 and 25 adjacent to the County Road allowance, in compliance with applicable County standards, policies and by-laws, all to the satisfaction of the County of Simcoe.
 130. That the Owner shall submit a Stormwater Management Plan/Report to the satisfaction of the County of Simcoe, which ensures that post-development surface drainage rates to the County of Simcoe Road allowance do not exceed pre-development rates of the 2, 5, 10, 25, and 100-year storm events.

Nottawasaga Valley Conservation Authority (NVCA)

131. Prior to any site alteration a permit under Ontario Regulation 172/06 shall be obtained from the Nottawasaga Valley Conservation Authority.
132. That prior to the execution of the Subdivision Agreement, the following shall be prepared to the satisfaction of the NVCA and the Municipality:
 - a) Determination of the flood hazard and limits of development (as further defined in Condition 130);
 - b) A detailed stormwater management report demonstrating conformance with the criteria presented in the NVCA Stormwater Technical Guide (2013), or more recent applicable standards;
 - c) Demonstration of an acceptable stormwater outlet in accordance with MECP, NVCA, and municipal engineering guidelines;
 - d) A detailed channel re-alignment design, including, and in conformance to the recommendations provided, all necessary supporting technical studies (including fluvial geomorphic assessment, geotechnical review of channel design, hydrogeological review of proposed drainage plan);
 - e) A detailed erosion and sediment control plan;
 - f) A detailed grading plan;
 - g) A detailed geotechnical report;
 - h) A hydrogeological report;
 - i) Detailed restoration and landscaping plans;
 - j) A Stormwater Operations and Maintenance Manual; and
 - k) A Fill Management Plan.
133. That the Owner shall agree to carry out, or cause to carry out, the recommendations and measures contained within plans and reports approved by the Municipality and the NVCA.
134. That following completion of the works, the Owner shall agree to provide written certification from a qualified professional that the works have been constructed in accordance with plans and reports approved by the Municipality and the NVCA.
135. That the owner obtain permission from the NVCA for the placement of fill, the alteration of existing grades or any construction activity at this location under the Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 172/06) prior to undertaking the proposed works.
136. That the NVCA is notified in writing through a copy of the passed zoning by-law including its text and schedule that the Regulatory Floodplain, open space blocks, environmental protection blocks, and the storm water management facility(ies) have been appropriately zoned.
137. That the Subdivision be revised, if necessary, to reflect the final determinations of the Upper Mad River Flood Hazard Study and associated technical studies in support of the stormwater management design such that:
 - a) The flood hazard and limits of development delineated, to the satisfaction of the Municipality and NVCA; and,

- b) That the development is completely outside of the hazard and related setback from the hazard or is consistent with and conforms to municipal natural hazard policies or the MCEA process (as applicable) in order to mitigate the flood hazard to the satisfaction of the Municipality and the NVCA.
138. That the Owner shall agree, in wording acceptable to the Municipality and the NVCA, to ensure that proper erosion and sediment control measures will be in place prior to any site alteration. The Agreement must also contain a provision stating that all major storm water management facilities (e.g. storm water pond providing treatment for the subject site), including the receiving channel re-alignment (to be implemented as prescribed through the Municipal Class Environmental Assessment process), must be in place prior to the creation of impervious areas such as roads and buildings.
139. That the major stormwater management facilities, regulatory floodplain areas, environmental protection areas, open space blocks and any easements required for storm water drainage purposes shall be dedicated/granted to the Municipality.
140. Should the documentation in Condition 125 (a-k) necessitate revision to the lot fabric to provide sufficient space for the required LIDs and stormwater management facilities, the applicant shall complete a red line revision to accommodate the required block sizing within the approved limits of development prepared to the satisfaction of the NVCA and the Municipality.

Simcoe County District School Board

141. All offers to purchase, and sale shall include the following clauses:
- a) "Prospective purchasers are advised that accommodation within a public school in the community is not guaranteed and students may be accommodated in temporary facilities; including but not limited to accommodation in a portable classroom, a "holding school", or in an alternate school within or outside of the community."
 - b) "Prospective purchasers are advised that if school buses are required within the development in accordance with Board Transportation policies, as may be amended from time to time, school bus pick up points will generally be located on the through street at a location as determined by the Simcoe County Student Transportation Consortium."

Simcoe Muskoka Catholic District School Board

142. All offers to purchase, and sale shall include the following clauses:
- a) "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".

Gas Utility Provider(s)

143. 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.
144. 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.

145. 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)

146. The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Telecommunication Provider(s) to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to the Telecommunication provider (s).
147. The Owner agrees that should any conflict arise with existing Telecommunication Providers facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

Canada Post

148. 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.
149. 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)

150. Electrically engineered and stamped site servicing drawings using the most recent USF standards and not-linear analysis need to be supplied to EPCOR for approval prior to any construction.
151. Electrical engineered drawings must include required transformation based on developer's estimate of building loads.
152. Where possible all electrical distribution within the proposed site will be of an "Underground" design / construction.
153. Developer needs to coordinate with EPCOR ASAP the scope works that EPCOR will be providing and any associated fees required.
154. All electrical site servicing must comply with the most recent and approved version of EPCOR Conditions of Service and Electrical Safety Authority (ESA) regulations before system is energized.
155. All electrical site servicing must comply with the minimum clearances as specified in the most recent USF standards. The USF standards can be obtained from EPCOR through a non-disclosure agreement.
156. Developer is required to provide an access agreement for operation and maintenance of the electrical distribution infrastructure to the satisfaction of EPCOR prior to the system being energized.
157. Early consultation with EPCOR metering department regarding possible suite metering is a must to avoid delays and installation issues. I.e. provide access key for metering room, demand load, number of suites/units.
158. Note that currently there is a minimum lead time of 40 to 80 weeks for transformers from suppliers.

159. Once the facilities are energized and all payments for such have been completed by the Developer EPCOR will assume full ownership and responsibility for the electrical distribution system up to:
- a. The secondary line side of any residential meter base (Max 200amp);
 - b. The secondary connection on the distribution transformer (Above 200amp); and,
 - c. The primary disconnect ahead of any "Customer" owned 44kV substation
Note: As background, the Economic Expansion calculation is made to determine the amount of investment in any expansion project that may be applicable to EPCOR.
160. In most cases there will be a requirement to complete an Economic Evaluation of the Electrical portion of the project to insure compliance with the Ontario Energy Board Expansion Guidelines. In order to meet this requirement a developer must provide during the coordination process the following:
- a. The estimated cost of the required electrical site servicing work to expand the current primary electrical system to service the proposed development for any expansion over (5) five years after electrical service has been energized.
 - b. The estimated number of connections to the expanded system in each of the (5) five years after electrical service has been energized.
 - c. The type of connection (residential, commercial or Industrial) and the expected amount electrical load use on an annual basis if applicable.
161. The following supporting documents are located online for the developer's reference:
- a. EPCOR Utilities Inc. - Conditions of Service Document
<https://www.epcor.com/products-services/power/Pages/terms-and-conditions.aspx>

Warning Clauses & Notices

162. The Owner shall cause the following warning clauses to be included in a schedule to the Subdivision Agreement:
- a) All offers of purchase and sale, or lease for all lots/blocks:
 - i. "Purchasers and/or tenants are advised that the proposed finished lot and/or block grading may not meet Municipal lot grading criteria in certain areas, to facilitate preservation of existing vegetation and to maintain existing adjacent topographical conditions."
 - ii. "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."
 - iii. "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."
 - iv. "Purchasers and/or tenants are advised that despite the inclusion of noise control features within the development area and within individual units, noise levels from construction activity may continue to be of concern occasionally interfering with some activities of the building occupants."
 - v. "Purchasers and/or tenants are advised that (County Road 9) is classified as an Arterial Road and that increased traffic will result over time, with resulting noise which can occur at any time during the day or night."

- b) All offers of purchase and sale abutting any open space, woodlot or stormwater facility:
 - i. "Purchasers and/or tenants are advised that the adjacent open space, woodlot or stormwater management facility may be left in a naturally vegetated condition and receive minimal maintenance."
 - c) All offers of purchase and sale abutting a park block:
 - i. "Purchasers and/or tenants are advised that the lot abuts a "Neighbourhood or Community Park", and that noise and lighting should be expected from the designed active use of the park."
163. The Owner shall agree in the Subdivision Agreement to insert a clause in all Agreements of Purchase and Sale advising potential purchasers of those lots/blocks/units that are located in proximity to industrially zoned lands located on the north side of Edward Street.
164. That the Subdivision Agreement between the Owner and the Municipality will include a requirement that the Owner agrees to include in all Offers of Purchase and Sale, a warning clause advising prospective purchasers of the existing agricultural operations in the vicinity and of the limitation against liability in nuisance for a disturbance resulting from an agricultural operation carried on as a normal farm practice as provided for in section 2 of the Farming and Food Production Protection Act. Agreements of Purchase and Sale will include acknowledgement of receipt of the notice.

Required Reports, Plans & Drawings

165. Notwithstanding any specific or more detailed reference made to required plans or drawings to be prepared and submitted for Municipal approved as set out in the above conditions, the following drawings and plans shall be prepared and submitted to the Municipality for approval (i.e. the following list is in addition to any of the specific or detailed requirements incorporated in the aforementioned conditions as applicable):
- a) M-Plan and R-Plan;
 - b) General Servicing;
 - c) Overall Water Distribution Plan;
 - d) Overall Sanitary Drainage Plan;
 - e) Overall Lot Grading Plan;
 - f) Plan/Profile Drawings;
 - g) Traffic Control and Signage Plan;
 - h) Stormwater Management Plan;
 - i) Trails Plan;
 - j) Parkland Development;
 - k) Tree/Environmental Feature Protection and Retention Plan;
 - l) Boulevard Tree Planting Plan;
 - m) Tree Inventory and Preservation Plan;
 - n) Fire Lot Control Plan;
 - o) Composite Utility Plan;

- p) Photometrics Plan;
- q) Landscape Plans;
- r) Driveway Location and Control Plan;
- s) Phasing Plan; and,
- t) Standard Details

166. Notwithstanding any specific or more detailed reference made to required reports to be prepared and submitted for Municipal approval as set out in the above conditions, the following reports shall be prepared and submitted to the Municipality for approval (i.e. the following list is in addition to any of the specific or detailed requirements incorporated in the aforementioned conditions as applicable):

- a) Functional Servicing Report;
- b) Final Stormwater Management Report;
- c) Erosion and Sediment Control Plan;
- d) Hydrogeological Report;
- e) Geotechnical Report;
- f) Traffic Impact Study;
- g) Archaeological Report;
- h) Construction Waste and Stockpile Management Plan.

167. 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.

Miscellaneous Conditions

168. 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

169. 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 is required from the following:

- a) Nottawasaga Valley Conservation Authority (conditions 125 and 134);
- b) Simcoe Muskoka Catholic District School Board (conditions 136);
- c) Simcoe County District School Board (conditions 135);
- d) Telecommunications Service Provider (conditions 140 and 141);
- e) Gas Utility Provider (conditions 137 and 139);
- f) Hydro Service Provider (conditions 144 and 155);
- g) Canada Post (conditions 142 and 143);

- h) County of Simcoe (conditions 112 and 124); and;
- i) Ministry of Culture (conditions 111).

170. 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.
171. Please be advised that the approval of this draft plan will lapse five (5) 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 final approval is not given to this plan within three years of the draft approval date, and no extensions have been granted, draft approval will lapse under Section 51(32) of the Planning Act, R.S.O. 1990. If the owner wishes to request an extension to draft approval, a written requested 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.

Draft Approval Notes

172. 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.
173. 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.
174. 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).

175. The Township will register the plan, including any approved phases thereof, and the subdivision agreements(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.
176. The Township of Clearview will require the final plan of subdivision registration plans be submitted as follows:
- a) 1 signed mylar
 - b) 3 sets of paper prints (1 with AOLS stickers)
 - c) 1 computer disk (.pdf)
177. 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.
178. All measurements in subdivision final plans must be presented in metric units.

179. A County of Simcoe Entrance Permit will be required for the proposed Street 'A' intersects with County Road 9.
180. The County of Simcoe Entrance By-law No. 5544 regulates the construction, alteration or change in the use of any private or public entranceway, gate or other structure or facility that permits access to a County Road. As per Section 2.5.4, direct access from single lots on to County Roads from a plan of subdivision or condominium is not permitted. Therefore, Blocks 2, 5, 26 and 27 will not have direct access to County Road 9. Access shall be from the local street.
181. A County of Simcoe Road Occupancy Permit will be required for any work being completed in the County right-of-way.










Signed Conditions - Tribute (Creemore) Ltd, Draft Plan of Subdivision

Final Audit Report

2024-11-29

Created:	2024-11-29
By:	Rossalyn Workman (rworkman@clearview.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxnvHh7fQeANsbcM8QPjIP5pmdB4V-Wut

"Signed Conditions - Tribute (Creemore) Ltd, Draft Plan of Subdi vision" History

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