

Ontario Land Tribunal
Tribunal ontarien de l'aménagement
du territoire



ISSUE DATE: July 26, 2024

CASE NO(S): OLT-21-001684

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

Applicant and Appellant: FarSight Investments Ltd.
Subject: Application to amend Zoning By-law No. 03-57 -
Refusal or neglect of Township of Adjala-Tosorontio to
make a decision

Existing Zoning: C1 Restricted Commercial Zone
Proposed Zoning: Hamlet Residential One Exception 25 (HR1-25),
Hamlet Residential One Exception 26 (HR1-26),
Hamlet Residential One Exception 27 (HR1-27),
Hamlet Residential Two Exception 3 (HR2-3), Open
Space Recreation Exception 3 (OSR-3), Open Space
Recreation Exception 4 (OSR-4), Open Space
Conservation Exception 3 (OSC-3) & Institutional
Exception 4 (I-4)

Purpose: To permit construction of a subdivision to allow for 823
detached single-family dwellings and 415 attached
single-family dwellings

Property Address/Description: 6373 County Road 13
Municipality/UT: Adjala-Tosorontio/Simcoe
Municipality File No.: Z/07/21
OLT Case No.: OLT-21-001684
OLT File No.: OLT-21-001684
OLT Case Name: FarSight Investments Ltd. v. Adjala-Tosorontio
(Township)

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

Applicant and Appellant: FarSight Investments Ltd.

Subject: Proposed Plan of Subdivision - Failure of Township of Adjala-Tosorontio to make a decision

Purpose: To permit construction of a subdivision to allow for 823 detached single-family dwellings and 415 attached single-family dwellings

Property Address/Description: 6373 County Road 13

Municipality/UT: Adjala-Tosorontio/Simcoe

Municipality File No.: D12/FAR/21

OLT Case No.: OLT-21-001684

OLT File No.: OLT-21-001685

PROCEEDING COMMENCED UNDER subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: FarSight Investments Ltd.

Subject: Request to amend the Official Plan – Failure to adopt the requested amendment

Description: To permit construction of a subdivision to allow for 823 detached single-family dwellings and 415 attached single-family dwellings

Reference Number: D09/O02/22

Property Address: 6373 County Road 13

Municipality/UT: Adjala-Tosorontio/Simcoe

OLT Case No.: OLT-23-000014

OLT Lead Case No.: OLT-21-001684

Heard: July 9, 2024, in writing

APPEARANCES:

Parties

FarSight Investments Ltd.

Township of Adjala-Tosorontio

Simcoe County

Simcoe County District School Board

Counsel

Jennifer Meader

Lee English

Marshall Green

Michael Cara

DECISION DELIVERED BY KURTIS SMITH AND ORDER OF THE TRIBUNAL

INTRODUCTION/BACKGROUND

[1] This decision and order pertain to the Proposed Development sought by FarSight Investments Ltd. ("FarSight") for the lands municipally known as 6373 County Road 13 ("Subject Lands") in the Township of Adjala-Tosorontio ("Township").

[2] To facilitate the Proposed Development an Official Plan Amendment ("OPA"), Zoning By-law Amendments ("ZBA"), and Draft Plan of Subdivision ("DPS") (together "Applications") were sought by FarSight. Following the failure to make a decision on the ZBA and DPS and the failure to adopt the OPA, FarSight filed the Appeals.

[3] As a result of ongoing communication between the Parties, Minutes of Settlement ("MOS") were able to be executed, and the scheduled merit hearing was converted to a Settlement Hearing heard in writing.

[4] To support the Settlement Proposal, the Tribunal, based on Brian J. Goodreid's Curriculum Vitae and Acknowledgement of Expert's Duty, qualifies Mr. Goodreid to provide written opinion evidence in the area of land use planning.

THE REVISED PROPOSED DEVELOPMENT

[5] Since the initial proposal, FarSight has revised the Proposed Development in response to comments from the Simcoe County District School Board ("SCDSB") and the Township.

[6] The revised plan now proposes:

- a. 1,321 dwelling units:

- i. 715 single detached dwelling lots, broken down as:
 - 1. 298 singles with 10m frontage,
 - 2. 266 singles with 11m frontage, and
 - 3. 151 singles with 13m frontage.
- ii. 606 townhouses, broken down as:
 - 1. 366 townhouses on 6m frontage lots within Blocks 701-762, and
 - 2. 240 back-to-back townhouses on 6.6m frontage lots within Blocks 763-782.
- b. 2.42 hectares (“ha”) dedicated to school lands (Block 798)
- c. 3 ha dedicated to park lands (Block 801)
- d. Stormwater management pond (Block 799)
- e. Environmental Protection/Open Space (Block 800. 802. And 803)

PLANNING EVIDENCE

[7] Written in the decision of the first CMC issued on May 12, 2022, the Township and FarSight’s had differing interpretations of the population figures within OPA 8, which is the OPA passed to designate the Subject Lands for residential purposes. Mr. Goodreid explained that the sought after OPA is solely required to add the word “minimum” to s. 4.6.3.1(g) to permit the development of the lands with a minimum population of 1,952 persons on the Subject Lands. Whereas it currently states that 1,952 persons have been allocated for the lands, however not indicating if that threshold is a minimum or maximum.

[8] Related to the ZBA, the Subject Lands are currently zoned Agricultural (A) Zone, Rural (R) Zone, and Open Space Recreation (OSR) Zone. To permit the Proposed Development, FarSight proposes a lengthy list of site-specific zones utilizing holding provisions for the proposed residential lands (Attachment 2).

[9] Mr. Goodreid provided the Tribunal with a proficient witness statement (found in **Exhibit 1**) to support his opinion that the Applications have regard for s. 2 of the *Planning Act* ("Act"), is consistent with the Provincial Policy Statement ("PPS"), conforms to the Growth Plan for the Greater Golden Horseshoe ("Growth Plan"), conforms to the County of Simcoe Official Plan ("COP") and the Township Official Plan ("TOP"). Additionally, he is of the opinion that the DPS has regard for s. 51(24) of the Act and that the agreed upon conditions of the DPS are comprehensive, as well as fair, reasonable, and appropriate for guiding the development of the Subject Lands.

[10] The above-mentioned planning documents relating to the settlement proposal have several common themes and are implemented by the OPA, ZBA, and DPS, including:

- a. The orderly development within an existing settlement area.
- b. Supports the protection of environmental and natural heritage features.
- c. Provides a range of housing forms in an efficient and appropriate level of density.
- d. Contributes to the creation of safe and healthy communities, utilizing existing full municipal services.

FINDINGS

[11] The Tribunal accepts the uncontested planning evidence and opinions of Mr. Goodreid and is satisfied that the OPA, ZBA, and DPS represents good planning, has regard for matters of provincial interest, is consistent with the PPS, conforms to the Growth Plan, COP, and TOP, and constitutes an appropriate site-specific amendment to the Town's Zoning By-law. Furthermore, the Tribunal finds the DPS has appropriate regard to the criteria set out in s. 51(24) of the Act, and the conditions are reasonable and appropriate for the proposed development pursuant to s. 51(25) of the Act.

ORDER

[12] **THE TRIBUNAL ORDERS THAT** the appeal is allowed and the Official Plan for the Township of Adjala-Tosorontio is amended as set out in Attachment 1 to this Order.

[13] **THE TRIBUNAL ORDERS THAT** the appeal is allowed in part and By-law No.03-57 is hereby amended as set out in Attachment 2 to this Order. The Tribunal authorizes the municipal clerk of the Township of Adjala-Tosorontio to assign a number to this by-law for record-keeping purposes.

[14] **THE TRIBUNAL ORDERS THAT** the Proposed Plan of Subdivision appeal is allowed in part and the draft plan set out in **Attachment 3** is approved subject to the fulfillment of the conditions set out in **Attachment 4** to this Order.

[15] **AND THE TRIBUNAL ORDERS THAT** pursuant to subsection 51(56.1) of the *Planning Act*, the Township of Adjala-Tosorontio shall have the authority to clear the conditions of draft plan approval and to administer final approval of the plan of subdivision for the purposes of subsection 51(58) of the Act. In the event that there are any difficulties implementing any of the conditions of draft plan approval, or if any changes are required to be made to the draft plan, the Tribunal may be spoken to.

“Kurtis Smith”

KURTIS SMITH
MEMBER

Ontario Land Tribunal

Website: www.olt.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248

The Conservation Review Board, the Environmental Review Tribunal, the Local Planning Appeal Tribunal and the Mining and Lands Tribunal are amalgamated and continued as the Ontario Land Tribunal (“Tribunal”). Any reference to the preceding tribunals or the former Ontario Municipal Board is deemed to be a reference to the Tribunal.

ATTACHMENT 1
OFFICIAL PLAN AMENDMENT

AMENDMENT NO. ____
TO THE
TOWNSHIP OF ADJALA-TOSORONTIO
OFFICIAL PLAN

AMENDMENT NO. ____
TO THE TOWNSHIP OF ADJALA-TOSORONTIO OFFICIAL PLAN

I, Diane Gould-Brown, Clerk of the Township of Adjala-Tosorontio hereby certify that the requirements for the giving of Notice, and holding of at least one public meeting as set out in Section 17 (15) of the Planning Act, R.S.O., 1990, as amended, and giving of Notice as set out in Section 17 (17) of the Planning Act, R.S.O., 1990, as amended, have been complied with.

Clerk, Diane Gould-Brown

THIS AMENDMENT was adopted by the Corporation of the Township of Adjala-Tosorontio by By-law _____ in accordance with the provisions of Section 17 (22) of the Planning Act, R.S.O., 1990, as amended, on the _____ day of _____, 2022.

Mayor, Floyd Pinto

Clerk, Diane Gould-Brown

AMENDMENT NO. __
OF THE TOWNSHIP OF ADJALA-TOSORONTIO OFFICIAL PLAN

INTRODUCTION

The following Amendment to the Township of Adjala-Tosorontio Official Plan consists of these parts:

PART A – THE PREAMBLE does not constitute part of this Amendment.

PART B – THE AMENDMENT which sets out the actual Amendment consisting of the following text constitutes Amendment No. __ to the Township of Adjala-Tosorontio Official Plan.

PART C – THE APPENDICES which do not form part of the Amendment.

TABLE OF CONTENTS

Part A: The Preamble	5
1.0 Purpose	5
2.0 Location	5
3.0 Basis	5-6
Part B: The Amendment	7
Details of the Amendment	7
Implementation/Interpretation	7
Part C: The Appendices	8

PART A -- THE PREAMBLE

1.0 PURPOSE

The purpose of this Official Plan Amendment is to amend Section 4.6.3.1 g. of the Official Plan for the Township of Adjala-Tosorontio introduced through the approval of Amendment 8 and retained by the approval of Amendment 15 which affect lands known as Part of Lots 13 and 14, Concession 5, Geographic Township of Tosorontio (former Barzo) to achieve an efficient use of the land and services at the required minimum density of 32 persons and jobs per hectare.

2.0 LOCATION

The subject lands are within the Settlement of Everett and are described as Part of Lots 13 and 14, Concession 5 of the Geographic Township of Tosorontio, Township of Adjala-Tosorontio, County of Simcoe. In total, the lands comprise an area of approximately 96.6 hectares.

3.0 BASIS

The proposed plan of subdivision is designed to implement Amendment No. 8 and is located between County Road 13 on the west and Concession Road 6 on the east. The draft plan of subdivision and revised Draft Plan for the former Barzo lands submitted to the Township for approval by Far Sight Investments Limited are included in Appendix 1.

The revised draft plan of subdivision proposes 1,321 housing units immediately to the north of two draft approved subdivisions by Far Sight Investments Everett Inc. and is within the Everett settlement boundary. This subdivision effectively utilizes that land base of the Settlement of Everett through the provision of a more compact form of settlement development that advances an appropriate land use layout for single detached dwellings and street townhouses and an efficient and functional street and sidewalk/trail network that fosters improved pedestrian connections with parkland within the subdivision and the Far Sight Investments Everett Inc. subdivision to the south.

Amendment No. 8 to the Official Plan for the Township of Adjala-Tosorontio establishes the principle of subdivision development for the subject lands in the settlement of Everett. An excerpt of Amendment 8 which contains key land use policies and a land use schedule is included in Appendix 2 for ease of reference.

Amendment 15 establishes land use policies for the settlement of Everett. Schedule 1 and 2 to Amendment 15 specifically exclude the Far Sight and Barzo subdivision lands from the application of land use policies in the Everett Secondary Plan. In this regard Section 4.6.3.5.8, i, Special Provisions states, "Notwithstanding any of the foregoing policies (of the Secondary Plan), the policies and schedules in force through Official Plan Amendment 8 and Official Plan Amendment 10 remain in force and effect. Further, the lands subject to Official Plan Amendment 8 and Official Plan Amendment 10 are not subject to the policies herein." Appendix 3 includes key excerpts for

Amendment 15 regarding the application of Amendment 8 and 10 to the former Barzo and Far Sight lands in Everett.

PART B – THE AMENDMENT

DETAILS OF THE AMENDMENT

The Official Plan of Township of Adjala-Tosorontio is amended as follows:

1. That Section 4.6.3.1 (g) introduced to the Official Plan for the Township of Adjala- Tosorontio applicable to Part of Lots 13 and 14, Concession 5 of the Geographic Township of Tosorontio, Township of Adjala-Tosorontio is amended by the addition of the word, “minimum” in line 5 of clause (g) between the words, “a” and “population”.

Section 4.6.3.1 (g) as amended will read as follows:

“(g) Notwithstanding the policies of Section 4.6.3.1 c), medium density housing (semi-detached and townhouse dwellings) as recommended by the Township of Adjala-Tosorontio Growth Management Study 2005, shall be permitted in the Residential designation for the lands known as Part of Lot 13 and Lot 14, Concession 5. These lands shall be planned to accommodate a **minimum** population of 1,952 persons as allocated by the County of Simcoe in accordance with the Growth Plan for the Greater Golden Horseshoe and the County Official Plan policies 3.5.10 and 3.5.11. The development shall also achieve a minimum density of 32 persons and jobs per hectare.”

Section 4.6.3.1 (h) and (i) pertaining to the subject lands and Schedule A to Amendment 8 all remain unchanged by this Amendment.

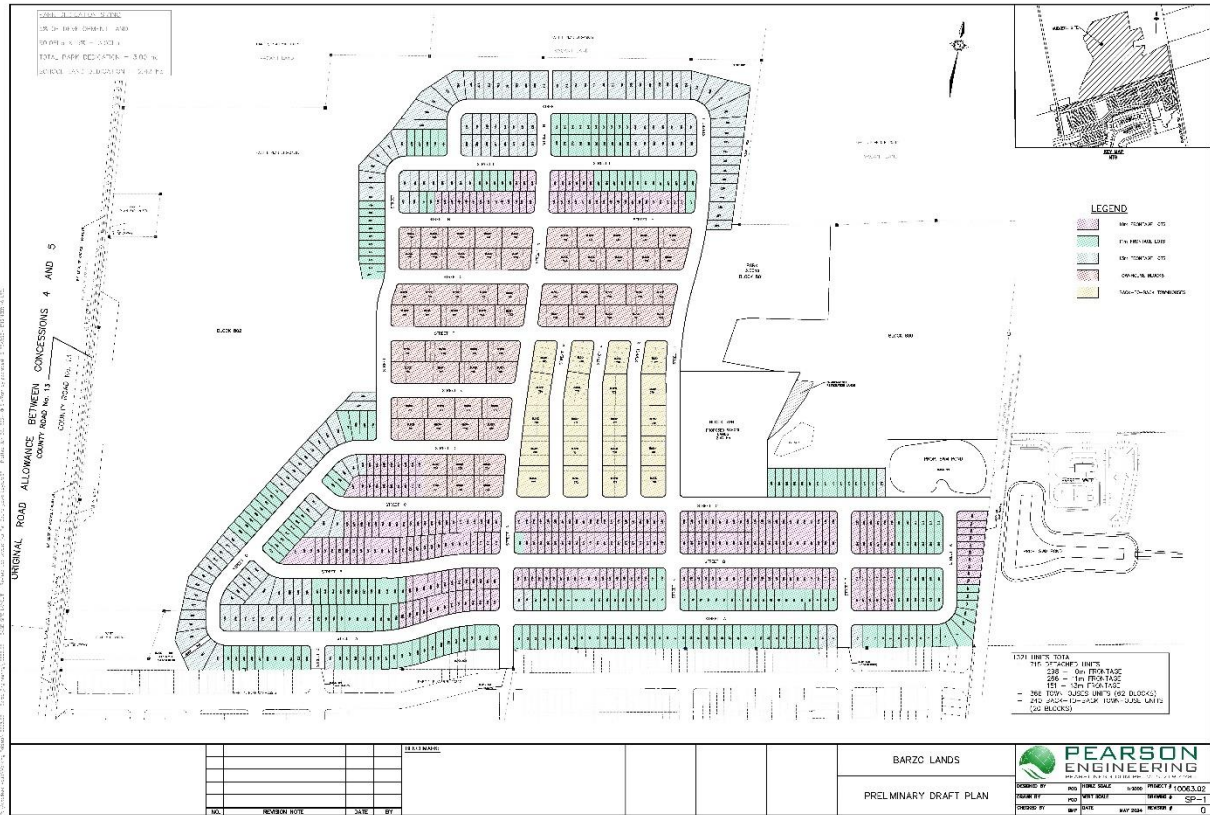
IMPLEMENTATION/INTERPRETATION

This Amendment shall be implemented and interpreted in accordance with Section 8, Implementation and Section 9, Interpretation of the Township of Adjala-Tosorontio Official Plan.

PART C - APPENDICES

APPENDIX 1

Draft Plan of Subdivision



APPENDIX 2**Amendment No. 8 to the Township Official Plan**

Ontario Municipal Board
Commission des affaires municipales
de l'Ontario



ISSUE DATE: April 04, 2016

CASE NO(S): PL100357

PROCEEDING COMMENCED UNDER subsection 17(36) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Appellant:	Ministry of Municipal Affairs and Housing
Subject:	Proposed Official Plan Amendment No. AT-OPA-0808
Municipality:	Township of Adjala-Tosorontio
OMB Case No.:	PL100357
OMB File No.:	PL100357
OMB File Name:	Ontario (Municipal Affairs & Housing) v. Adjala-Tosorontio (Township)

Heard: March 15, 2016 by telephone conference call

APPEARANCES:

<u>Parties</u>	<u>Counsel</u>
John Barzo Limited	J. Barzo
County of Simcoe	M. Green
Township of Adjala-Tosorontio	I. Tang
Ministry of Municipal Affairs and Housing	K. Hare

MEMORANDUM OF ORAL DECISION DELIVERED BY MARCIA VALIANTE AND SYLVIA SUTHERLAND ON MARCH 15, 2016 AND ORDER OF THE BOARD

ATTACHMENT 1

PL100357

AMENDMENT NO. 08
TO THE OFFICIAL PLAN OF THE
TOWNSHIP OF ADJALA-TOSORONTIO

INTRODUCTION

The following Amendment to the Official Plan of the Township of Adjala-Tosorontio consists of these parts:

PART A - THE PREAMBLE does not constitute part of this Amendment.

PART B - THE AMENDMENT which sets out the actual Amendment consisting of the following text and Schedule constitutes Amendment No. 08 to the Official Plan of the Township of Adjala-Tosorontio.

ATTACHMENT 1

PART A - THE PREAMBLE

1.1 PURPOSE

The purpose of this Official Plan Amendment is to:

- 1) Amend Schedule "B-5" of the Official Plan of the Township of Adjala-Tosorontio to redesignate certain lands to permit residential development;
- 2) Incorporate revised site specific policies regarding the residential housing form and density; and
- 3) Incorporate a revised site specific policy regarding the location of servicing facilities within a Residential designation.

2.0 LOCATION

The lands subject to this amendment are located within the Hamlet of Everett and are described as Part Lot 13 and Part Lot 14, Concession 5 (formerly Township of Tosorontio) comprising 99.556 hectares.

3.1 BASIS

The Growth Management Study approved by Township Council recommended the inclusion of lands in Part Lot 13 and Part Lot 14, Concession 5 owned by John Barzo Limited within the expanded boundary of the Hamlet of Everett.

Official Plan Amendment No. 4 expanded the boundary of the Hamlet of Everett to include lands owned by John Barzo Limited in Part Lot 13 and Part Lot 14, Concession 5 for future residential development.

The Growth Management Study approved by Council on April 12, 2005 also recommended the completion of a Community Plan for Everett prior to development proceeding in the hamlet expansion area.

The Everett Community Plan was completed by Jones Consulting Group on February 6, 2006 and endorsed by Township Council.

Official Plan Amendment No. 4 also provided that an official plan amendment with supporting technical studies would be required to redesignate the Barzo lands for residential uses.

The following technical studies required by the Township have been completed as part of the official plan amendment application:

- *Preliminary Functional Servicing Report* prepared by C.C. Tatham & Associates Ltd. (February 2008);
- *Traffic Impact Study* prepared by C.C. Tatham & Associates Ltd. (December 2007);
- *Environmental Opportunities and Constraints Report (EIS)* prepared by LGL Limited (November 2007).

The technical studies above have been completed to the complete satisfaction of the Township of Adjala-Tosorontio and County of Simcoe.

Policy 6.3.2.2 in the Growth Plan for the Greater Golden Horseshoe, as reflected in policies 3.5.10 and 3.5.11 in the County of Simcoe Official Plan, permits the County to allocate population for the re-

ATTACHMENT 1

designation of *lands not for urban uses* (defined term) to *lands for urban uses* (defined term) in excess of the Growth Plan population forecasts for the municipality where specific criteria are satisfied. The applicant has met this criteria and the County of Simcoe has allocated a population of 1,952 persons to the subject lands as of May 26, 2015.

ATTACHMENT 1

PART B - THE AMENDMENT

DETAILS OF THE AMENDMENT

The Official Plan of the Township of Adjala-Tosorontio is amended as follows:

SCHEDULE "A"

"Schedule B-5" is hereby amended by changing the designations of certain lands in Part Lot 13 and Part Lot 14, Concession 5 from Agricultural and Rural to Residential and Open Space-Conservation. Should some of the lands be determined to be of environmental significance through additional studies, then those lands shall be zoned appropriately in the implementing zoning by-law to ensure protection.

Section 4.6.3.1 General Policy is hereby amended by adding the following:

- (g) Notwithstanding the policies of Section 4.6.3.1(c), medium density housing (semi-detached dwelling and townhouse dwellings), as recommended in the Township of Adjala-Tosorontio Growth Management Study 2005, shall be permitted in the Residential designation for lands known as Part Lot 13 and Part Lot 14, Concession 5.

These lands shall be planned to accommodate a population of 1,952 persons as allocated by the County of Simcoe in accordance with the Growth Plan for the Greater Golden Horseshoe and County Official Plan policies 3.5.10 and 3.5.11. The development shall also achieve a minimum density of 32 persons and jobs combined per hectare.

- (h) Public parkland and municipal infrastructure including sewage and water systems, stormwater management facilities, and the appurtenances required for these facilities shall be permitted in the Residential designation for lands known as Part Lot 13 and Part Lot 14, Concession 5.
- (i) Any implementation of a zoning by-law amendment and subdivision application during the planning process for the lands known as Part Lot 13 and Part Lot 14, Concession 5, shall be subject to appropriate conditions of draft plan approval, zoning Holding (H) provisions, phasing provisions if required, in order to ensure an appropriate and orderly progress of the subject lands which is consistent with Provincial, County and local growth management policies.

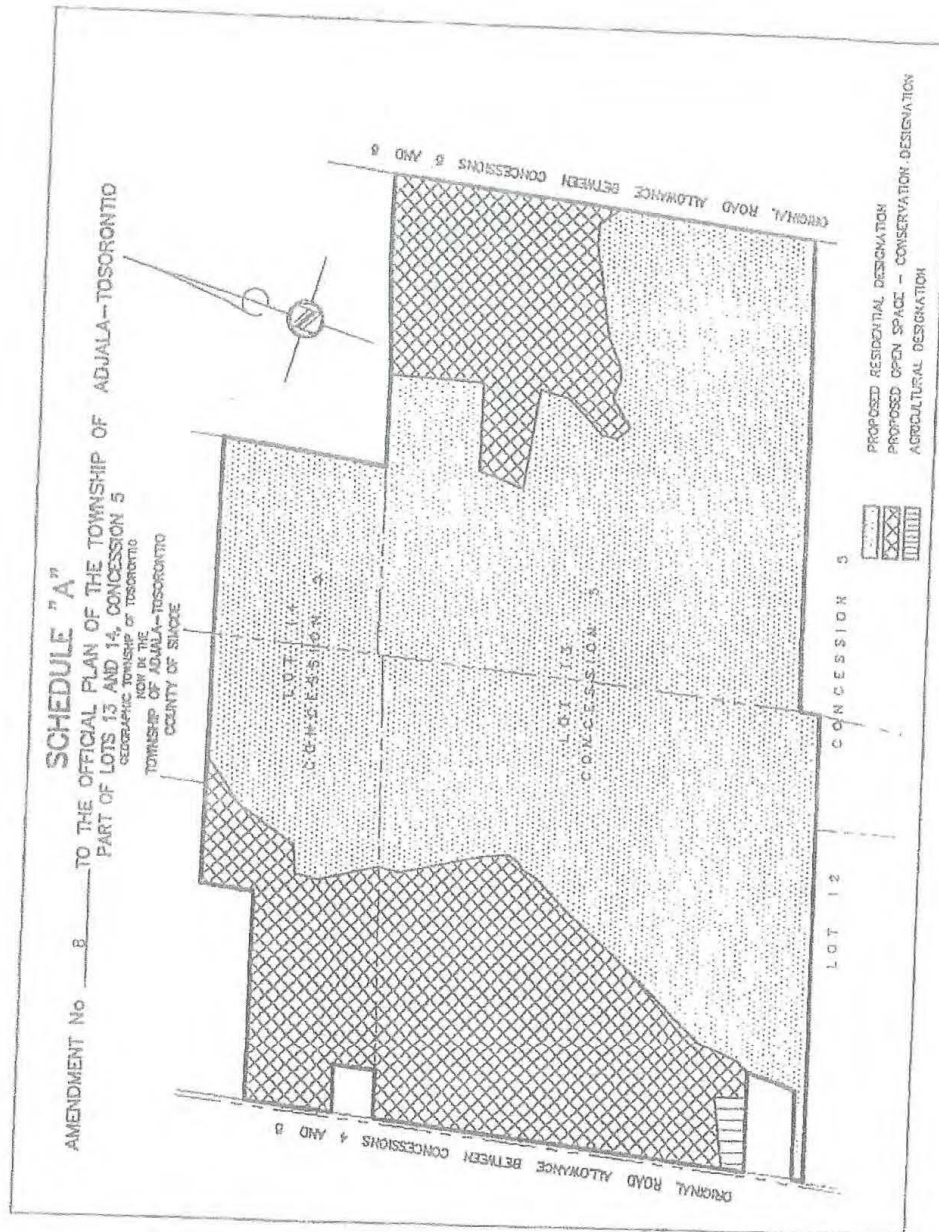
IMPLEMENTATION

Upon approval of this Amendment, Council shall consider a Draft Plan of Subdivision and an implementing Zoning By-law.

INTERPRETATION

The provisions of the Official Plan as amended from time to time shall apply in regard to the Amendment.

ATTACHMENT "A"



APPENDIX 3

Amendment 15 to the Township Official Plan

Schedule 1

Committee of the Whole CCW 2021-145

Page 1

OFFICIAL PLAN AMENDMENT No. 15
to the Official Plan for the Township of Adjala-Tosorontio

PART ii) The Official Plan Amendment (This is the operative part of Official Plan Amendment No. 15)

1.0 Introduction

- 1.1 The following text and Schedules "1" and "2" attached hereto, constitute Amendment No. 15 to the Township of Adjala-Tosorontio Official Plan, as amended.

2.0 Details of the Amendment

The Official Plan of the Township of Adjala-Tosorontio is amended as follows:

- By adding new Schedule 'B-8' which is added in accordance with Schedule 1 to this Official Plan Amendment
- By adding new Schedule 'B-9' which is added in accordance with Schedule 2 to this Official Plan Amendment
- By deleting Section 4.6.3 of the Official Plan in its entirety and replacing it as follows:

4.6.3.5.7 Required Studies

- i) This Plan identifies the following studies, plans, and assessments that are required to be completed to the satisfaction of the Township of Adjala-Tosorontio and any agency having jurisdiction, prior to the Township considering a development application to be complete and prior to the approval of development applications. The Township shall determine the need for the studies, plans and assessments, and when in the approval process they may be required on an application by application basis:
 - Neighbourhood Design Plan
 - Traffic Impact Assessment
 - Storm Water Management Plan
 - Functional Servicing Plan (water and sewers)
 - Environmental Impact Studies
 - Archaeological Surveys/Assessments
 - Construction Impact Mitigation Study
- ii) Additional studies and requirements may be identified by the Township as development within the Everett Settlement Area proceeds.
- iii) Any study may be subject to a peer review to be carried out by the Township, at the full cost of the applicant, and subject to approval by the Township and any other authority having jurisdiction.

4.6.3.5.8 Public Sector Agreement to Comply

- i) It is the intent of this Plan to achieve the agreement of all public agencies involved in any aspect of development in the Everett Settlement Area, to comply with the policies of this Plan and the regulations in the Zoning By-law, in order to achieve the goals, objectives, principles and policies of this Plan.


4.6.3.5.8 Special Provisions

- i) Notwithstanding any of the foregoing policies, the policies and schedules in force through Official Plan Amendment 8 and Official Plan Amendment 10 remain in force and effect. Further, the lands subject to Official Plan 8 and Official Plan 10 are not subject to the policies herein.

OPA 15 Schedule 1

Hedgegrow (retain where feasible)

Natural Heritage System with 30m Buffer

 Area Subject to OPA 15

This map was modified on April 12th, 2020 by the County of Simcoe.

- This map was modified on April 12th, 2020 by the County of Simcoe.

ATTACHMENT 2
ZONING BY-LAW AMENDMENT

THE CORPORATION OF THE TOWNSHIP OF ADJALA-TOSORONTIO

BY-LAW NO. 24 –

**A BY-LAW TO AMEND ZONING BY-LAW NO. 03-57, AS AMENDED OF
THE TOWNSHIP OF ADJALA-TOSORONTIO**

**Part of Lots 13 & 14, Concession 5, Geographic Township of
Tosorontio, 6373 County Rd 13 (4301-020-003-14200)**

WHEREAS Zoning By-law No. 03-57, as amended, constitutes the comprehensive Zoning By-law for the Township of Adjala-Tosorontio save and except those lands within the Oak Ridges Moraine area;

AND WHEREAS it is deemed necessary and desirable to further amend By-law No. 03-57, as amended;

AND WHEREAS this amendment will conform to the Official Plan of the Township of Adjala-Tosorontio;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF ADJALA-TOSORONTIO ENACTS AS FOLLOWS:**

1. **THAT** Schedules “A-6” of By-law No. 03-57, as amended, is hereby further amended by changing the zoning on Part of Lots 13 and 14, Concessions 5 of the Geographic Township of Tosorontio from Agricultural (A) Zone, Rural (R) Zone and Open Space Recreation (OSR) Zone to a Hamlet Residential One Exception Holding (HR1-25(H)) Zone, a Hamlet Residential One Exception Holding (HR1-26(H)) Zone, a Hamlet Residential One Exception Holding (HR1-27(H)) Zone, a Hamlet Residential Two Exception Holding (HR2-XX(H)) Zone, a Hamlet Residential Two Exception Holding (HR2-XXX(H)) Zone, an Institutional (I) Zone and Hamlet Residential Exception Holding (HR1-XX(H) Zone (dual), an Institutional Exception (I-XX) Zone, an Open Space Recreation Exception (OSR-3) Zone, an Open Space Recreation Exception (OSR-XX) Zone, and an Open Space Conservation Exception (OSC-13) Zone, as shown on Schedule “A”, attached hereto.
2. **THAT** Section 18.3.25 (HR1-25) Zone as amended is further amended by changing the minimum lot area from 320 sq m to 300 m and the maximum lot coverage to 55% and, notwithstanding Section 3.24, Off-Street Parking and Loading requirements for a single detached dwelling in the HR1-25 Zone, HR1-26 Zone and the HR1-27 Zone, the minimum parking space requirement shall be 2 parking spaces in the driveway and 1 parking space in the garage.

3. THAT Section 18.3.26 (HR1-26) Zone and Section 18.3.27 (HR1-27) Zone is further amended by changing the maximum lot coverage to 55%.
4. **THAT** Section 9, Institutional (I) Zone be amended by adding Section 9.X.XX (I-XX Zone) as follows:

“Section 9.X.XX (I-XX Zone)

Schedule A-6, Part of Lot 13, Concession 5, Former
Tosorontio

Notwithstanding anything to the contrary found in this By-law, the following shall apply to the block zoned as I - XX Zone:

The permitted uses shall be limited to a stormwater detention facility operated by a public authority.

The regulations of the I Zone and the General Provisions shall not apply to the I-XX Zone.”

5. **THAT** notwithstanding Section 9.3, Landscape Buffer or Privacy Fencing within the Institutional (I) Zone in Lot 13 and 14, Concession 5, Geographic Township of Tosorontio, 6373 County Road 13 for a school either a continuous landscape buffer having a minimum width of 1.8 metres (6 feet) shall be provided abutting all common lot lines or a continuous 1.8 metre (6 feet) high tight board or chain link fence, or a combination thereof shall be provided along said lot lines. Where a fence is situated between a public use and an institutional use, a gate or pedestrian opening may be provided.
6. **THAT** Section 14.3, Zone Exceptions of the Open Space Recreation (OSR) Zone be amended by adding Section 14.3.XX (OSR-XX Zone) as follows:

“Section 14.3.XX (OSR-XX Zone)

Schedule A-6, Part of Lot 13, Concession 5, Former
Tosorontio

Notwithstanding anything to the contrary found in this By-law, the following shall apply to the block zoned as OSR - XX Zone:

The permitted uses shall be limited to a private park, hiking trails or wilderness areas, conservation uses, forest management uses, a development access driveway and a construction site office.

The applicable OSR-XX Zone and General Provisions shall be the minimum lot area shall be 0.4 hectares, the minimum yard setback shall be 2 m and the maximum lot coverage shall be 20%."

7. **THAT** Section 14.3.3 for the OSR-3 Zone of By-law 03-57, as amended be further amended by adding the underlined words, "Schedule A-6, Part of Lots 13 & 14, Concession 5, Former Tosorontio", after the underlined words "Schedule A-6, Part of Lot 12, Concession 5, Former Tosorontio".
8. **THAT** Section 15.3.13 for OSC-13 of By-law 03-57, as amended be further amended by adding the underlined words "Schedule A-6, Part of Lots 13 & 14, Concession 5, Former Tosorontio" after the underlined words, "Schedule A-6, Part of Lot 12, Concession 5, Former Tosorontio".
9. **THAT** Section 19 – Hamlet Residential (HR2) Zone of By-law 03-57 as amended is hereby further amended by adding Section 19.3.XX (HR2-XX) as follows:

"19.3.XX HR2-XX

Schedule A-6, Part of Lots 13 & 14, Concession 5, Former Tosorontio

Notwithstanding anything to the contrary found in this By-law, the following shall apply to all lots zoned as HR2-XX:

The permitted uses shall be limited to street townhouse units.

The applicable HR2-XX Zone and General Provisions shall be the minimum lot frontage shall be 6 m measured from 6 m back from the front lot line, the minimum lot area shall be 180 sq m, the minimum front yard to attached garage shall be 6.0 m, the minimum front yard to dwelling shall be 4.0 m, the minimum front yard to dwelling porch shall be 2 m, the minimum interior side yard for an end unit dwelling shall be 1.2 m and 0 m for units other than end unit, the minimum exterior side yard for an end dwelling unit shall be 3.0 m and for a porch 2.0 m, the minimum rear yard shall be 6.0 m, the maximum building

height shall be 14 m, the maximum lot coverage shall be 65.0%, the minimum driveway setback from an interior side lot line shall be equal to the minimum interior side yard, the minimum driveway setback from an exterior side lot line shall be equal to the minimum exterior side yard. On a corner lot where the front lot line curves to meet the exterior side lot line, the minimum distance from the curve to an end unit dwelling and/or porch shall be 1.0 m and, the minimum parking space requirement shall be 1 parking space in the garage and 1 parking space in the driveway."

10. THAT Section 19 – Hamlet Residential (HR2) Zone of By-law 03-57 as amended is hereby further amended by adding Section 19.3.XXX (HR2-XXX) as follows:

"19.3.XXX HR2-XXX

Schedule A-6, Part of Lots 13 & 14, Concession 5, Former
Tosorontio

Notwithstanding anything to the contrary found in this By-law, the following shall apply to all lots zoned as HR2-XXX:

The permitted uses shall be limited to back-to-back townhouse units.

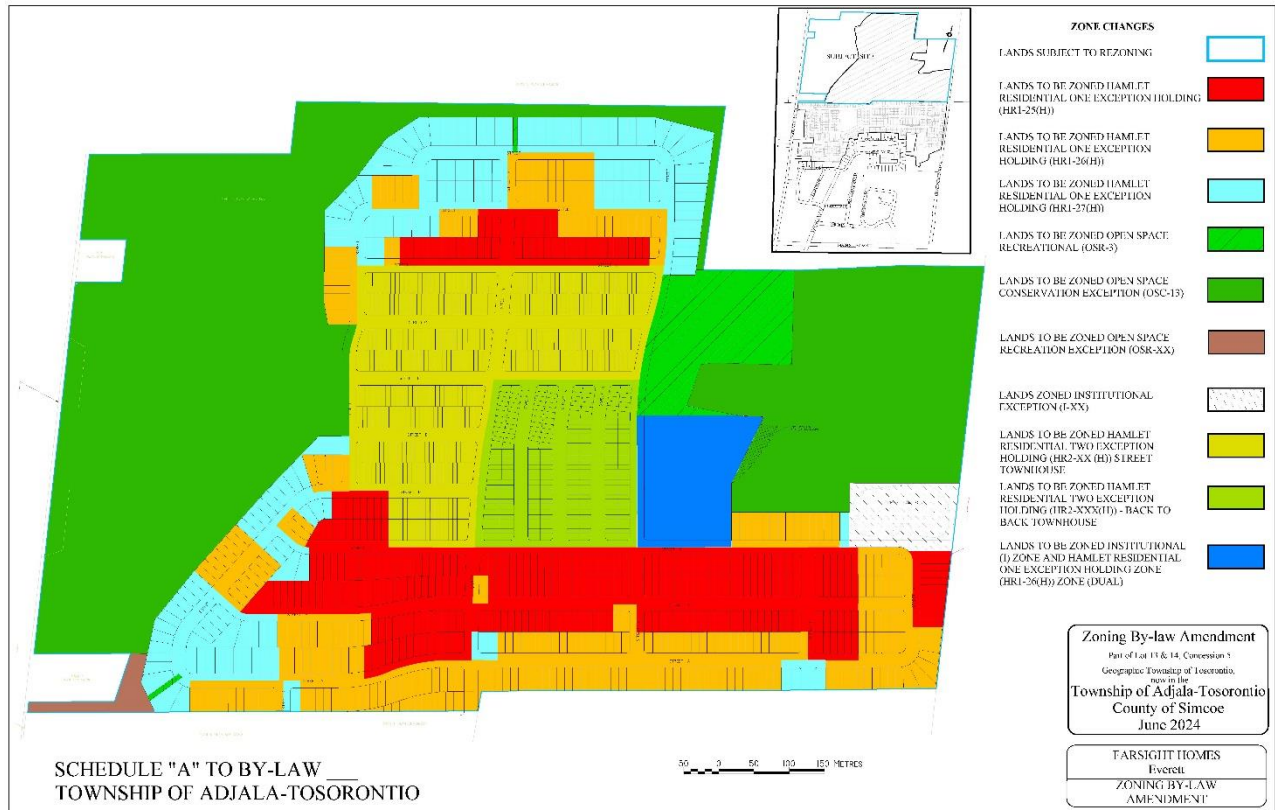
The applicable HR2-XXX Zone and General Provisions shall be the minimum lot frontage shall be 6.6 m measured from 6 m back from the front lot line, the minimum lot area shall be 99 sq m, the minimum front yard to attached garage shall be 6.0 m, the minimum front yard to dwelling shall be 4.0 m, the minimum front yard to dwelling porch shall be 2 m, the minimum interior side yard for an end unit dwelling shall be 1.2 m and 0 m for units other than end unit, the minimum exterior side yard for an end dwelling unit shall be 3.0 m and for a porch 2.0 m, the minimum rear yard shall be 0.0 m, the maximum building height shall be 14.0 m., the maximum lot coverage shall not apply, the minimum driveway setback from an interior side lot line shall be equal to the minimum interior side yard, the minimum driveway setback from an exterior side lot line shall be equal to the minimum exterior side yard. On a corner lot where the front lot line curves to meet the exterior side lot line, the minimum distance from the curve to an end unit dwelling and/or porch shall be 1.0 m and, the minimum parking

space requirement shall be 1 parking space in the garage and 1 parking space in the driveway.”

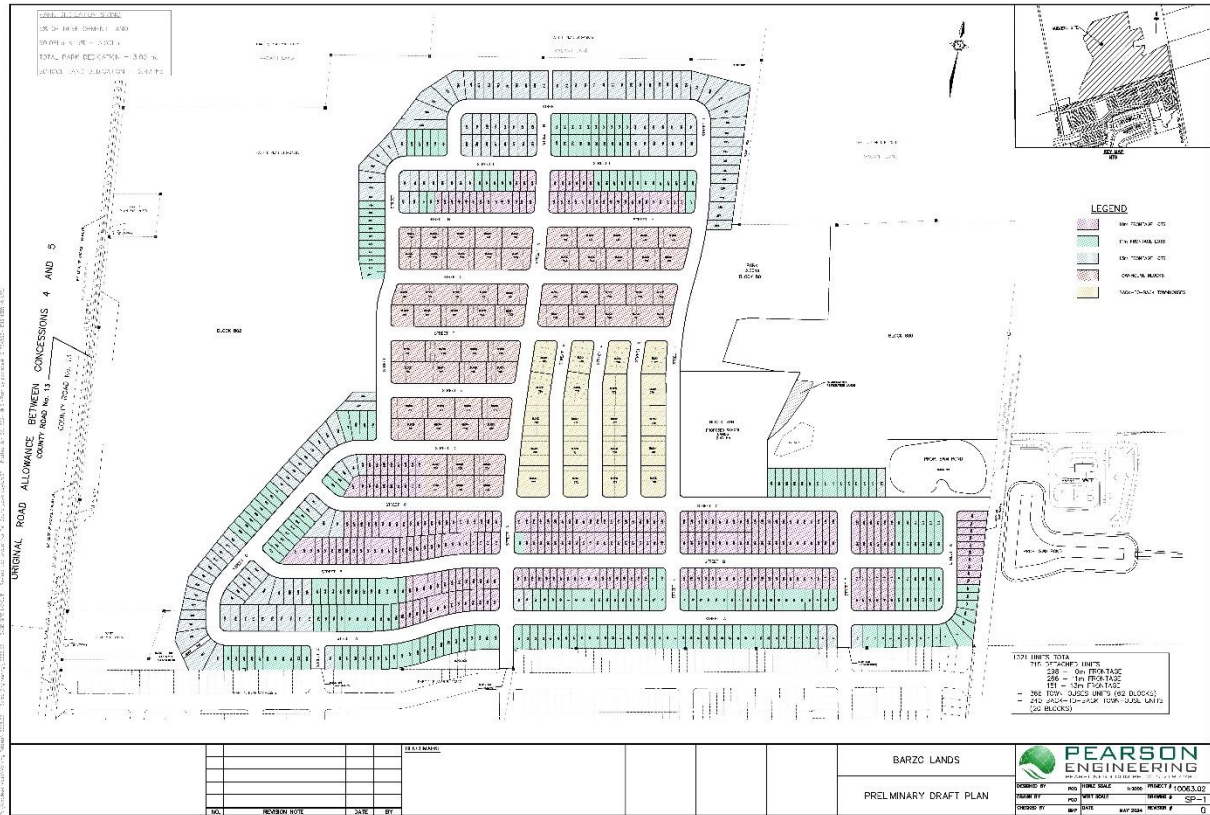
11. **THAT** notwithstanding Section 3.21, Lots with More than One Zone of this By-law where Block 798 of the plan of subdivision is dual zoned Institutional (I) Zone and Hamlet Residential One Exception Holding (HR1-26(H)) Zone only the I Zone shall apply to the Block except where the Simcoe County District School Board advises the Township of Adjala-Tosorontio in writing that a school site is no longer required. In this later circumstance the HR1-26(H) Zone shall only apply to Block 798 of the subdivision.
12. **THAT** a Holding Provision, indicated by the symbol (H) following a zone classification, indicates that a holding provision is in force and effect. An H Provision is attached to the HR1-26 Zone applied to Block 805 on the Draft Plan of Subdivision. Development is to be held on the affected lots until Council is satisfied that required conditions have been met. To remove the Holding symbol (H) an amendment to the By-law is required. A Holding symbol (H) has been applied to all partial lots and shall remain in place until development of the balance of the lands required to meet the minimum lot standards has been approved.

A Holding Provision indicated by the symbol (H) is also attached to all whole lots zoned as HR1-25, HR1-26, HR1-27 (Lots 1-170 and Lots 783-797), and the HR2-XX Zone (Blocks 701-762) and the HR2-XXX Zone (Blocks 763 -782) within the Draft Plan of Subdivision. The H Provision is to be lifted upon a subdivision agreement being entered into, subject to direction provided on servicing and phasing and final plan approval being issued. Development is to be held on the affected residential lots until Council is satisfied that required conditions of the subdivision and other applicable agreements have been met. To remove the Holding symbol (H) an amendment to the By-law is required.
13. **THAT** Schedule “A” is hereby declared to form part of this By-law.
14. **THAT** this By-law shall come into force and effect upon the approval of the Ontario Land Tribunal in accordance with the provisions of the Planning Act, R.S.O. 1990, Ch. P.13, as amended.

SCHEDULE A



ATTACHMENT 3
DRAFT PLAN OF SUBDIVISION



ATTACHMENT 4
DRAFT PLAN OF SUBDIVISION
CONDITIONS OF APPROVAL

Conditions of Draft Plan of Subdivision Approval

No. Condition

1. That this approval applies to the Draft Plan of Subdivision prepared by Pearson Engineering Ltd., dated May, 2, 2024. The draft plan of subdivision identifies the following: a total of 715 single detached lots (labeled as Lots 1-700 and 783-797); a total of 366 street townhouses (Blocks 701-762); a total of 240 back-to-back street townhouses (Block 763-782); Park Block (Block 801); School Block (Block 798); Stormwater Management (Block 799); Part Lot Block (Block 805); Reserves (Blocks 806-809); Environmental Protection/Open Space (Block 800, 802 and 803); Walkway Block (Blocks 804); and Roads identified as Streets "A" to "O".
2. That the Owner agree that the draft plan approval is for a period of five (5) years. The Owner acknowledges that any extensions be applied for at least 60 days prior to lapsing.
3. That the Owner shall agree in the Subdivision Agreement to satisfy all requirements, financial and otherwise referenced in the Agreement, of the Township of Adjala-Tosorontio, the Simcoe County District School Board, the Nottawasaga Valley Conservation Authority (NVCA) and the County of Simcoe (County) as well as shall make satisfactory arrangements with the Township of Adjala-Tosorontio regarding land dedications, detailed design, construction of streets and municipal servicing within the Plan and related external works.
4. That the Owner shall agree in the Subdivision Agreement that should build out of the Registered Plan not be completed to 75% of the first phase within five (5) years from the date of registration, and 75% of each subsequent phase within five (5) years of each phase commencing from the lifting of the Hold (H) for each phase, the water allocation may be withdrawn by the Township of Adjala-Tosorontio where the Township is not satisfied with the Owner's explanation of delays and only when the Township, the County and the NVCA provide necessary approvals in a timely manner. Wastewater capacity for the subdivision itself is to be developed by the Owner through sewage treatment plant construction, except as otherwise agreed to in the Subdivision Agreement.
5. That a copy of the proposed Final M-Plan is to be forwarded to the Township of Adjala-Tosorontio and County of Simcoe for their review and approval prior to final registration.
6. That the Owner agrees that the Subdivision Agreement will contain clauses with wording satisfactory to the Township of Adjala-Tosorontio to the effect that works within the proposed subdivision will be constructed to the satisfaction of

the Township of Adjala-Tosorontio, including the following: curb & gutter, hot asphalt, granular, storm sewers, sanitary sewer, watermain, sub-drains, sidewalks, stormwater management facilities, wastewater treatment /disposal facilities, potable water system upgrades, street lights, traffic signs, driveway approaches, sodded boulevards, boulevard trees and landscaping and will be carried out by the Owner at no cost to the Township of Adjala-Tosorontio, except as otherwise agreed to in the Subdivision Agreement.

7. That the Owner agrees that the Subdivision Agreement will contain clauses with wording satisfactory to the Township of Adjala-Tosorontio to the effect that all outdoor public spaces and sidewalks within the subdivision will be constructed to accommodate Provincial accessibility requirements.
8. That the Owner agrees to deposit with the Township of Adjala-Tosorontio prior to the lifting of the Hold (H), an Irrevocable Letter of Credit to cover the cost of the construction, site supervision, contract administration and other reasonable costs sufficient for each phase of the development. The Owner further agrees that security reductions will be requested through the Treasury Department and reductions/releases are made upon recommendation of the Municipal Engineer. The Owner further agrees to provide proof of sufficient insurance coverage for unassumed works to the satisfaction of the Township of Adjala-Tosorontio.
9. That the Owner shall enter into servicing, development, subdivision and other necessary agreements, satisfactory to the Township of Adjala-Tosorontio or any other appropriate authority prior to any development within the Plan. These agreements may deal with matters including but not limited to the following:
 - a) engineering, construction and conservation works which include municipal services;
 - b) electricity;
 - c) telecommunications;
 - d) storm water management, storm drainage facilities;
 - e) road widening and reconstruction;
 - f) monitoring wells;
 - g) cash contributions, levies (development charges), securities or letters of credit;
 - h) emergency services;
 - i) land dedications, easements and reserves;
 - j) parking;
 - k) noise abatement;
 - l) fencing, sidewalks, berming, buffer blocks and planting;
 - m) grading and sodding;
 - n) entry features;
 - o) parkland, tree preservation and hoarding;
 - p) culvert removal; and,
 - q) warning clauses, the details of which are indicated in

correspondence from appropriate commenting agencies and departments.

10. That the Owner shall agree in the Subdivision Agreement, prior to offering any of the residential lots for purchase in accordance with Section 52 (1) of the Planning Act, R.S.O. 1990, to make a "Display Map" available in a prominent place visible at all times to the public until all unit sales are complete. The Display Map shall indicate the approved location of all sidewalks, walkways, community mailboxes, parks, schools, open space areas, stormwater management facilities, wastewater treatment and/or disposal facility, drinking water system upgrades, stormwater management features, landscaping, noise attenuation measures, buffer areas, watercourses, and surrounding land uses.
11. That the Township of Adjala-Tosorontio shall confirm that the subdivision agreement has been registered by the municipality against the lands to which it applies as provided for in the Planning Act. A copy of the executed agreement shall be provided to the Township, County of Simcoe and the Nottawasaga Valley Conservation Authority.
12. That the Owner agrees that development charges, processing and administrative fees be paid in accordance with the County of Simcoe, Simcoe County District School Board, Simcoe Muskoka Catholic District School Board and Township of Adjala-Tosorontio policies and the by-laws in effect at the time of final approval.
13. That prior to final approval, the Approval Authority is to be advised in writing by the Township of Adjala-Tosorontio that a Zoning By-law amendment, including appropriate Hold provisions, for the development of these lands shall be approved under Section 34 of the Planning Act, R.S.O. 1990, and be in effect.
14. That the Subdivision Agreement between the Owner and the Township of Adjala-Tosorontio shall include provisions whereby all Offers of Purchase and Sale will include information that satisfies subsection 59(4) of the Development Charges Act, 1997, S.O. 1997, c. 27. (Please see Notes, below.)
15. That the Owner agrees, in the Subdivision Agreement, that Blocks 799, 800, 801, 802, 803, 804 and 806-809 shall be conveyed to the Township, Nottawasaga Valley Conservation Authority or other public body satisfactory, as applicable, free and clear of all encumbrances in a condition satisfactory to the transferee. The conveyance of Block 803 will be postponed until the access route and construction office proposed thereon are not required by the transferor.
16. That the Owner shall convey/dedicate, free of cost and encumbrances, any required road or highway widening, 0.3 metre reserves, walkways, sight or daylight triangles, buffer blocks and servicing easements to the Township of

Adjala-Tosorontio or any other authority in accordance with the policies and procedures of that body.

17. That the Owner agree, in the Subdivision Agreement, prior to final approval, to create and transfer to the Township of Adjala-Tosorontio at no cost, a fee simple, unencumbered interest in: Stormwater Management Block(s); Stormwater Management Drainage Blocks; Roads and Reserve Blocks., .
18. The Owner agrees that the proposed streets shall be named to the satisfaction of the Township of Adjala-Tosorontio. Further, the selection of street names shall be made having consideration of 911 emergency response.
19. That the Owner agree that the Subdivision Agreement will contain clauses to ensure that a municipal numbering system be assigned to the satisfaction of the Township of Adjala-Tosorontio with regard to a 911 emergency servicing, and that the Owner agrees in the Subdivision Agreement to display the lot number and corresponding municipal address in a prominent location on each lot in a manner that makes the address fully visible for emergency servicing during construction. After issuance of an occupancy permit for the dwelling the Owner agrees in the Subdivision Agreement that only the municipal address will be required to be displayed, in a prominent location on the dwelling being highly visible from the street.
20. That the Owner, at the discretion of the Township shall undertake and submit to the Township of Adjala-Tosorontio a Traffic Impact Study (TIS). The TIS, if required, shall be consistent with the scope of previous TIS submitted in February 2024 in respect of the subject lands and shall be completed prior to initiating the detail design of the roads and services and shall address issues relating to, but not limited to, road capacity, geometric design, safety, parking, signage, etc. This will also apply for full build-out as well as interim conditions.
21. That the Owner shall agree in the Subdivision Agreement to submit and agree to implement a Community Urban Design Study, having regard for accessibility standards regulated by the Province, to the satisfaction of the Township of Adjala-Tosorontio.
22. That the Owner shall agree that no trees are removed or damaged prior to plan registration, or during any phase of the servicing and construction of the site, without prior approval from the Township of Adjala-Tosorontio.
23. That prior to final approval, the Owner's engineer shall prepare a general site development plan and lot grading plan to the satisfaction of the Township of Adjala-Tosorontio. This approved plan will form part of the Subdivision Agreement with the Township of Adjala-Tosorontio. This plan will contain the following information:
 - a) A building envelope for the proposed homes.

b) Drainage swales and lot gradients.

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

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

25. That the Owner shall agree in the Subdivision Agreement to provide at their own cost, improvements to external municipal roads shown on the Owner's subdivision engineering plans and which are related to the plan of subdivision as part of the works to be completed in conjunction with this development and to provide security to guarantee completions of the works as part of the Letter of Credit. These improvements may be completed in phases, to the satisfaction of the Township of Adjala-Tosorontio, and shall include, completion of drainage works, sidewalk/pedestrian trail system and placement of new surfacing. The improvements shall be based on an applicable road design standard for the Township, shall be completed to base course of asphalt prior to the issuance of any residential building permit for the applicable phase, and shall be constructed to the satisfaction of the Township of Adjala-Tosorontio and the County of Simcoe, as applicable. These external improvements which are identified in the Traffic Impact Study dated February 2024 include:

- a) County Road 13/ Street C within the R&M Subdivision
 - Convert intersection to an all-way stop control, with signalization and turning lanes when required, as determined by the Township in its sole discretion;
 - Construct a west bound right turn lane with 30-metre parallel length and a 30-metre taper length.
- b) County Road 13 and County Road 5
 - Signalization and turning lanes for the intersection of County Road 5 and County Road 13 when required, as determined by the Township in its sole discretion;

- Construct a west bound right turn lane with 30-metre parallel length and a 30-metre taper length when required as determined by the Township in its sole discretion.
- c) County Road 5/ Concession 6
- Convert intersection to an all-way stop control, with signalization and turning lanes when required, as determined by the Township in its sole discretion;
 - Construct a west bound right turn lane with a 30-metre parallel length and a 30-metre taper length when required.
26. For all of the improvements listed in Condition 25 above that are made by the Owner, and which are determined to be related to a service to which a development charges by-law relates, the Township shall give the Owner a credit towards the development charge, subject to the entering into of an agreement as between the Township and the Owner regarding the development charges credit.
27. That the Owner agrees that the Subdivision Agreement shall contain clauses requiring temporary turning circles should any be required to provide road accessibility for services (waste removal, etc.) to the residents. The Owner further agrees to remove and restore the temporary turning circles to normal condition, at the Owner's cost, when required and that all work shall be to the satisfaction of the Township of Adjala-Tosorontio. The design of the temporary turning circles and any implications on surrounding land use shall be addressed in the detail designs to the satisfaction of the Township of Adjala-Tosorontio.
28. That prior to final approval, the Owner shall submit landscape plans to the satisfaction of the Township of Adjala-Tosorontio. These plans are to be prepared by a qualified landscape architect in good standing with the Ontario Association of Landscape Architects (OALA) and shall include street tree planting, concept layout plan for all park blocks, entry features, and planting and fencing of the stormwater management facility and any other areas deemed by the Township to require fencing and landscaping.
29. That prior to final approval of the Draft Plan, the Owner shall prepare a Functional Servicing Report to the satisfaction of the Township of Adjala-Tosorontio, which shall determine the infrastructure required for all municipal services required for the subdivision. Any requirements resulting from this Report and the comments resulting from a peer review by the Township of Adjala-Tosorontio shall be incorporated into the Subdivision Agreement.
30. That the Owner shall agree to provide wording in the Subdivision Agreement satisfactory to the Township of Adjala-Tosorontio that will ensure that the Owner will provide or arrange to provide winter maintenance/snow clearing for roads within each phase of the subdivision for a period of one year after the

occupancy of the first dwelling unit in each successive phase.

31. That the Owner shall agree to provide clauses, with wording satisfactory to the Township of Adjala-Tosorontio, that the Owner will submit a Phase 1 Environmental Site Assessment Report (and if necessary, a Phase 2 Environmental Site Assessment Report) to obtain a Record of Site Condition, stating soils are clear of all contaminants, prepared by a professional engineering consultant or equivalent, in accordance with the Ministry of the Environment, Conservation and Parks guidelines or other guidelines as appropriate, for all lands to be conveyed to the Township of Adjala-Tosorontio, to the satisfaction of the Township of Adjala-Tosorontio.
32. That prior to any site alteration, the following shall be prepared to the satisfaction of the Township of Adjala-Tosorontio:
- a) An Erosion and Sedimentation Control Plan,
 - b) A Detailed Grading Plan,
 - c) A Detailed Storm Water Management Plan; and
 - d) A Tree Preservation Plan.

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

33. That prior to final approval, a final detailed storm water management plan shall be prepared to the satisfaction of the Ministry of the Environment, Conservation and Parks and the Township of Adjala-Tosorontio. The storm water management report shall show the following:
- a) How surface water will be controlled on and off the site, including swales and/or easements, where necessary;
 - b) Necessary erosion control measures;
 - c) Recommendations with regard to the control of storm water run-off in accordance with the guidelines of the MECP and NVCA, as applicable;
 - d) Procedures to be followed for the control of erosion/siltation and its effects during and after construction of roads and services within this development;
 - e) Maintenance protocol to be followed for this facility; and,
 - f) Sufficient buffer existing between infiltrative measures and the groundwater table to allow proper function.
34. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the Township of Adjala-Tosorontio, to ensure that storm water management facilities and sediment and erosion control measures will be in place prior to commencement of construction of any roads and services.

35. That the Owner shall agree in the Subdivision Agreement that sufficient

insurance and securities, in an amount to be determined by the Township Engineer, for the purposes of maintenance shall be retained by the Township for the storm water management facility for a period of 5 years after issuance of the Certificate of Substantial Completion for the storm water management facility.

36. That the Owner shall agree in the Subdivision Agreement to erect appropriate advisory signage at a visible place at any stub road in the subdivision, whether temporary or permanent, a warning that the road is intended to be opened at a future date. In addition, the Owner also agrees to insert a warning clause in all Agreements of Purchase and Sale of lots adjacent to stub roads, notifying prospective purchasers that the purchased lot is adjacent to a road that is intended to be open at a future date.
37. That the Owner shall agree in the Subdivision Agreement to insert a warning clause in all agreements of purchase and sale for all lots immediately adjacent to the stormwater management facility and all lots within 100 metres of the wastewater treatment facility, advising prospective purchasers of the location of the proposed stormwater management facility and/or the wastewater treatment facility and of the possible hazards and/or nuisances associated with the normal function of such facilities.
38. That the Owner shall agree in the Subdivision Agreement to insert a warning clause in all Agreements of Purchase and Sale advising prospective purchasers that the lot grading shall not be altered such that overland drainage be compromised through the addition of lot amenities including but not limited to gardens, pools, decks, etc.
39. The Owner shall agree in the Subdivision Agreement to insert a warning clause in all Agreements of Purchase and Sale advising prospective purchasers that stormwater drainage, including sump discharge direct connection to municipal sanitary or storm sewers, will not be permitted.
40. The Owner further agrees that the Subdivision Agreement will contain clauses to the effect that all lots or blocks that are left vacant for longer than twelve (12) months, shall be maintained and/or restored by the Owner to the satisfaction of the Township of Adjala-Tosorontio.
41. That the Owner agrees that the Subdivision Agreement shall contain clauses with wording to the satisfaction of the Township of Adjala-Tosorontio that building permits will not be applied for until the Township of Adjala-Tosorontio is satisfied that adequate drinking & fire protection water, utilities and roads are available to service the lots within the development/phase and that adequate provision has been made for the collection, treatment, and disposal of wastewater to the satisfaction of the Municipal Engineer.

42. That the Owner agrees that the Subdivision Agreement shall contain clauses that, prior to final approval, the Owner shall demonstrate to the satisfaction of the Township of Adjala-Tosorontio and the Ministry of the Environment, Conservation and Parks, that adequate means of providing wastewater treatment and disposal and drinking water treatment upgrades shall be available through the issuance of a certificate of approval pursuant to the Ontario Water Resources Act, and fulfillment of an Environmental Assessment if required.
43. That the Owner agrees that the Subdivision Agreement will contain clauses with wording satisfactory to the Township of Adjala-Tosorontio to the effect that the Owner shall be responsible for designing and constructing a wastewater treatment plant, as required to the satisfaction of the Township of Adjala-Tosorontio and the Ministry of the Environment, Conservation and Parks. The wastewater treatment plant, treatment system, technology, plans and specifications must all be designed, developed and constructed to the satisfaction of the Township of Adjala-Tosorontio acting reasonably, except as otherwise agreed to in the Subdivision Agreement.
44. That the Owner will submit a staging/phasing plan, to the satisfaction of the Township of Adjala-Tosorontio, which demonstrates the staging of the construction of roads and services, including the location for construction access points, within the development. This plan will provide for at least two connections points for roads and for watermains.
45. That the Owner agrees that the Subdivision Agreement will contain clauses with wording satisfactory to the Township of Adjala-Tosorontio to the effect that the Owner shall include in all offers of Purchase and Sale, a statement which advises the prospective purchaser that the Township of Adjala-Tosorontio is to be paid a water hook-up charge at the time of issuance of each building permit, except as otherwise agreed to in the Subdivision Agreement.
46. That the Owner shall agree to provide wording in the Subdivision Agreement to the satisfaction of the Township of Adjala-Tosorontio to engage a professional engineer qualified in the area of the required certification, to administer and inspect all works and to certify in writing that the works were constructed in accordance with the plans, reports and specifications, as approved by the Ministry of the Environment, Conservation and Parks, Nottawasaga Valley Conservation Authority, the County of Simcoe and the Township of Adjala-Tosorontio and to provide on-site inspection services during the construction of any works.
47. That the Owner agrees that the Subdivision Agreement will contain clauses with wording satisfactory to the Township of Adjala-Tosorontio to the effect that electric, telephone, gas and television cable services and any other form of telecommunication services shall be constructed at no cost to the Township of

Adjala-Tosorontio as underground facilities within the public road allowances or within other appropriate easements as approved on the Composite Utility Plan, to the satisfaction of the Township of Adjala-Tosorontio and authorized agencies.

48. That the Owner will agree that Firebreak Lots within the subdivision shall be designated within the Subdivision Agreement to the satisfaction of the Fire Chief. The Owner further agrees that no Building Permit will be applied for on any Firebreak Lot until clearance for such has been provided by the Chief Building Official or Fire Chief.
49. That prior to final plan approval, the following shall be prepared to the satisfaction of the Nottawasaga Valley Conservation Authority and the Township of Adjala-Tosorontio:
 - a) A detailed Storm Water Management Report;
 - b) A detailed Erosion Control Plan;
 - c) A detailed Grading Plan;
 - d) A Landscaping Plan for the storm water pond; and,
 - e) A Geotechnical Report.

That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the Nottawasaga Valley Conservation Authority, to carry out or cause to be carried out the recommendations and measures contained with the plans and reports set out above.
50. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the Nottawasaga Valley Conservation Authority, to ensure that proper erosion and sediment control measures will be in place prior to any site alteration. The Agreement must contain a provision stating that all major storm water management facilities and channel works must be in place prior to the creation of impervious areas such as roads and buildings.
51. That the Owner shall agree in the Subdivision Agreement to engage a qualified professional, to certify in writing, that the works were constructed in accordance with the plans, report and specifications, as approved by the Nottawasaga Valley Conservation Authority.
52. That the Nottawasaga Valley Conservation Authority is notified in writing, through a copy of the enacted zoning by-law including its text and schedule(s), illustrating that the natural hazards, natural heritage features and storm water management facilities on the final draft plan have been placed in a satisfactory restrictive zoning category (e.g. Open Space Conservation).
53. That a permit from the Nottawasaga Valley Conservation Authority, under the Conservation Authorities Act and Ontario Regulation 41/24, shall be obtained for all development and site alteration within a regulated area.

54. That the Owner shall agree, prior to final plan approval, to pay all development fees to the conservation authority as required in accordance with the Nottawasaga Valley Conservation Authority's fees policy, under the powers of the Conservation Authorities Act.
55. That the Owner shall, upon registration of the plan of subdivision, convey 5% of land or cash-in-lieu to the Township of Adjala-Tosorontio for park or other recreational purposes.
56. That the Owner shall agree to include in all Offers of Purchase and Sale a clause advising prospective purchasers that pupils from this development attending educational facilities operated by the Simcoe Muskoka Catholic District School Board may be transported to/accommodated in temporary facilities out of the neighbourhood schools area.
57. That the Owner shall agree in the Subdivision Agreement to include in all Offers of Purchase and Sale, a clause advising prospective purchasers that accommodation within a Simcoe County District School Board in the community are 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 and that in the longer term an elementary school is proposed within the Plan of Subdivision.
58. That the Owner shall agree in the Subdivision Agreement to include in all Offers of Purchase and Sale a clause advising prospective purchasers that school buses be required within the Subdivision 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.
59. That the Owner shall satisfy each of the following conditions to the satisfaction of Simcoe County District School Board's conditions:
 - a) That the Owner(s) agree to incorporate into the draft plan of subdivision an agreed upon school site, with no less than 2.42 ha (6.0 acres) in area. The school site should be within an early phase of development, to the satisfaction of the Board. The school site should be adjacent to a park and should be in a location which maximizes walkability within 1.6 km of the site, to the satisfaction of the Board.
 - b) That the Owner(s) shall submit to the Board for review and comment, at no cost to the Board, the following subdivision plans/reports so that the Board may review them as they relate to the school site and the ability of the site to accommodate a two/three story elementary school:

- (i) Geotechnical Report
- (ii) A Site Grading and Drainage Plan
- (iii) A Site Servicing Plan
- (iv) A Phasing Plan
- (v) An Environmental Site Audit
- (vi) An Environmental Impact Statement
- (vii) An Erosion and Sedimentation Control Plan and
- (viii) A Stormwater Management Plan
- (ix) Traffic study which recognizes school traffic flows
- (x) Architectural Guidelines
- (xi) Tree Preservation Plan
- (xii) A Photometric Plan (streetlighting plan)
- (xiii) Soils Assessment
- (xiv) Traffic Calming Management Plan
- (xv) Electrical Design Drawings
- (xvi) Any other supporting documentation that may be relevant.

If the site is deemed not suitable for construction of a school as a result of the above analysis, a new site which meets the needs of the Board shall be identified within the draft approved plan of subdivision, at no cost to the Simcoe County District School Board.

- c) The School Board shall provide their reasonable anticipated electrical requirements to the Owner(s) after the issuance of draft plan approval and within 30 days upon written request from the Owner(s). The Owner shall incorporate those requirements into their electrical design drawings and provide same to the School Board for review. The subdivision electrical design will not include specific electrical infrastructure such as transformers, switchgears, etc. that will be the responsibility of the School Board as part of the Site Plan approval process.
- d) That the Owner(s) shall submit, at no cost to the Board, written confirmation from the Township of Adjala-Tosorontio confirming the following as they relate to a new school facility:
 - The availability of a satisfactory water supply (both domestic and fire).
 - The availability of sewage allocation.
 - That the school site stormwater flow calculations have been incorporated into the overall storm water management design.
- e) The Owner(s) shall incorporate the Institutional Block into the overall stormwater management design such that they provide overall quantity control assuming 75% impervious area. The School Board will be responsible for on-site quality control and volume control as required by the Conservation Authority having jurisdiction.

- f) The School Board will provide their reasonable anticipated domestic water demand and fire flows and sanitary sewage flows, as well as the preferred location of services to the property line, to the Owner(s) after the issuance of draft plan approval and within 30 days upon written request from the Owner(s). The Owner(s) shall incorporate those flows and the required infrastructure into their detailed engineering design and provide the same to the School Board for their review. The Owner(s) shall agree to install all services, in accordance with the approved engineering drawings.
- g) The Owner(s) shall supply the Board with a certificate and/or written confirmation, from the local hydro authority, having jurisdiction over the lands, confirming an adequate capacity for a new school and that the Board will not incur future upstream costs.
- h) The Owner(s) shall supply the Board with a certificate and/or written confirmation, from the local natural gas company, confirming an adequate capacity for a new school.
- i) The Owner(s) shall agree that they will provide any necessary traffic control as required by the municipality, at no cost to the Board.
- j) The Owner(s) shall agree that there will be no stockpiling of topsoil or any other man-made or natural materials on the school block. Where stockpiling occurs prior to the purchase of the lands, contrary to this condition, the Owner shall remove all deposited material and the lands shall be graded in accordance with the approved subdivision Grading Plan. A soils test, assessing the pre and post soil conditions shall be conducted by a qualified professional to the satisfaction of the Board.
- k) The Owner(s) will agree to install fencing in accordance with municipal standards around the subject property.
- l) The Owner(s) agrees to construct the following fences with the following specifications:

Chain link fence adjacent to a natural or hazard feature requirements:

- 1.8m high
- 2" x 2" x 9ga chain link fabric, hot dip galvanized after weaving
- Fabric shall have top and bottom selvedge edges knuckled
- All posts shall be schedule 40 weight, hot dip galvanized
- End, corner and straining posts 89mm O.D.
- Line posts 50mm O.D.
- Hot dip galvanized for all components, typical
- Continuous top rail, 42mm O.D.
- Line post spacing not to exceed 3m

- Provide 89mm straining posts at midspan where distance between terminal or corner posts is greater than 100m
- Continuous bottom tension wire, wire to be 9ga

Along the rear and side yards of residential properties abutting the school block, to be located on the residential property:

- 1.8 m high
- solid wooden fence
- no gates

- m) That the Owner(s) covenant and agrees that the following clauses shall be inserted in all Agreements of Purchase and Sale of residential lots and units within the Subdivision provided as follows:

All offers of purchase and sale on lands abutting an elementary school site shall contain the following clauses:

- The purchaser acknowledges and accepts that the property is adjacent to an anticipated future school site and will be maintained and developed as such.
- The purchaser acknowledges and accepts that noise, dust, and truck traffic are normal circumstances during the construction of a school, and once the school is constructed noise, exterior lighting, portable classrooms, and increased traffic on neighbouring streets during peak A.M. and P.M. hours and during special events are normal operating conditions for a school.
- The purchaser acknowledges and accepts that "The installation of gates or creation of an access point into the school site is prohibited."
- Temporary facilities/portables may be placed on the Lands in order to accommodate students in excess of the capacity of the school building.

- n) That the Owner(s) shall agree in the Subdivision Agreement, that prior to registration of the phase of the subdivision in which the school site is located, the Owner(s) shall enter into an Option Agreement with the Simcoe County District School Board outlining, among other things, how the value of the school site and timing of purchase will be determined. Alternatively, at the discretion of the Simcoe County District School Board, the Owner(s) may enter into an Agreement of Purchase and Sale for the school site prior to registration of the Phase in which it is located. Such Option or Purchase Agreement shall also detail, among other things, conveyancing terms and the condition in which the school site will be delivered on closing including the applicable servicing.
- o) The Board will have an option to purchase the school site at any time specified by the Board within ten (10) years following the date of registration

of the phase of the plan of subdivision in which the school block is located.

p) That the school block be zoned to Institutional (I).

q) Further to the above conditions, the Board requests the following:

- Please provide the Simcoe County District School Board with a copy any notices of decision, including a copy of the draft approved conditions for our files.
- Once the Subdivision Agreement has been registered, please provide the Simcoe County District School Board with a copy of the registered agreement in electronic format.
- Once the Plan has been registered, please provide the Simcoe County District School Board with a copy of the registered plan in electronic format.

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

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

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

63. That the Owner shall agree in the Subdivision Agreement that prior to commencing any work within the Plan, the Owner shall confirm with Bell Canada that sufficient wire-line communication/telecommunication

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

64. That the Owner shall agree in the Subdivision Agreement to include in all Offers of Purchase and Sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.
65. That the Owner shall agree in the Subdivision Agreement that they will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the purchase offer which the homeowner does a signoff.
66. That the Owner shall agree in the Subdivision Agreement to consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
67. That the Owner shall agree in the Subdivision Agreement to provide the following for each Community Mailbox site and include these requirements on appropriate servicing plans:
 - a) An appropriately-sized sidewalk section (concrete pad) as per municipal and Canada Post standards to place the Community Mailbox on;
 - b) To provide the cement pads during sidewalk pouring and notify Canada Post of the locations when they are complete;
 - c) Any required pathway across the boulevard as required as per municipal standards; and,
 - d) Any required curb depressions for accessibility.
68. That the Owner shall agree in the Subdivision Agreement that Canada Post's Multi-Unit Policy will be in effect for any Multi-Unit Buildings. It will be the Owner's responsibility to purchase and maintain Centralized Mailboxes for this development type. Any institutions in this Plan will be treated as a single business and will be provided mail delivery to one point of call. The developer will be required to provide a signature for a License to Occupy Land agreement for any condominiums.

69. That the Owner shall agree in the Subdivision Agreement to determine and provide and fit up a suitable temporary Community Mailbox location(s) which may be utilized by Canada Post until the permanent mailbox pads, curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail service to new residences as soon as the homes are occupied. The developer further agrees to fit up the temporary area 30 to 60 days prior to the first occupancy and notify Canada Post of the first occupancies at this time. (The developer should provide evidence of how they intend to coordinate this activity in a timely manner to a safe, clean and useable area.)
70. That Hydro One shall confirm that satisfactory arrangements, financial and otherwise, have been made with them for any facilities serving this Draft Plan of Subdivision which are required by the Township of Adjala-Tosorontio to be installed underground. A copy of such confirmation shall be forwarded to the Township.
71. That the Owner shall agree in the Subdivision Agreement that:
- a) The developer is responsible for preparing a composite utility plan that allows for the safe installation of all utilities, including required separation between utilities;
 - b) Streets are to be constructed in accordance with composite utility plans previously submitted and approved by all utilities;
 - c) All streets are graded to final elevation prior to the installation of the gas lines and provide Enbridge Gas with the necessary field survey information required for the installation of the gas lines; and
 - d) The natural gas distribution system will be installed within the road allowance. If this is not possible, easements will be provided at no cost to Enbridge Gas.
72. That the Owner shall satisfy the following conditions to the satisfaction of the County of Simcoe:

Solid Waste Management

- a) The owner shall agree within the subdivision agreement the following:

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 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 is responsible for providing waste collection until such time as the County service can be provided.

- b) Prior to final approval or registration of any phase(s), the Owner shall provide written confirmation to the County 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 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 the County's standards may result in waste collection services being withheld or suspended, and may require reconstruction to accommodate waste collection service vehicles.
- c) Prior to final registration of each phase, the proposed Subdivision Plan for each phase of the subdivision or a reference plan that is prepared based on the proposed Subdivision Plan, shall identify temporary turning circles or hammer-head turnarounds at all dead-ends and cul-de-sacs on municipal roads to facilitate the safe turnaround of vehicles, including County waste collection vehicles and emergency services vehicles, to the satisfaction of the Municipality and the County.

Development Charges

- d) The owner shall agree in the Subdivision Agreement that development charges, processing and administrative fees will 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.

Transportation and Engineering

- e) Prior to final approval and any site alteration, the Owner shall submit the following to the satisfaction of the County of Simcoe:
 - a. Traffic Impact Study;
 - b. Stormwater Management Report;
 - c. Grading and Drainage Plans;
- f) That the Owner shall agree in the Subdivision Agreement to carry out or cause to be carried out the recommendations and requirements contained within the plans, studies and reports as approved by the

County of Simcoe.

73. That the Owner agrees that the subdivision agreement shall contain clauses that the Owner will not to apply for Building Permits on lots fronting on future road connections until those future road connections have been completed or temporary turning circles provided to the satisfaction of the Township of Adjala-Tosorontio.
74. That the Owner agrees that the subdivision agreement shall contain clauses that the Owner is to grade, topsoil and seed all park blocks and to maintain these park blocks to the satisfaction of the Township of Adjala-Tosorontio for a period of 12 months after the park works referenced above are completed.
75. That the Owner agrees that the subdivision agreement will contain clauses with wording satisfactory to the Township of Adjala-Tosorontio to the effect that the Owner shall include in all offers of Purchase and Sale, a statement which advises the prospective purchaser that the Township of Adjala-Tosorontio is to be paid a water hook-up charge for each building permit issued.
76. That the Owner shall provide wording in the subdivision agreement to the effect that the Owner will provide to the Township of Adjala-Tosorontio a soils report prepared by a geotechnical consultant which recommends the material and methods necessary for the construction of roads and services to meet the Township of Adjala-Tosorontio's standards including but not limited to the construction of the stormwater management facilities, wastewater treatment and disposal facilities and construction of dwellings.
77. That prior to final approval, the Approval Authority is to be advised in writing by the Nottawasaga Valley Conservation Authority how Conditions 3, 15, 46, and 49-53 have been satisfied.
78. That prior to final approval, the Approval Authority is to be advised in writing by the Ministry of the Environment, Conservation and Parks how Conditions 31, 33, 42, 43, and 46 have been satisfied.
79. That prior to final approval, the Approval Authority is to be advised in writing by Bell Canada or Rogers Communications how Conditions 47, and 61-63 have been satisfied.
80. That prior to final approval, the Approval Authority is to be advised in writing by Canada Post, how Conditions 64-69 has been satisfied.
81. That prior to final approval, the Approval Authority is to be advised in writing by Enbridge Consumers Gas how Condition 71 has been satisfied.
82. That prior to final approval, the Approval Authority is to be advised in writing by

Hydro One, how Conditions 70 have been satisfied.

83. That prior to final approval, the Approval Authority is to be advised in writing by the Simcoe Muskoka Catholic District School Board, how Condition 56 has been satisfied.
84. That prior to final approval, the Approval Authority is to be advised in writing by the Simcoe County District School Board, how Conditions 57-59 have been satisfied.
85. That prior to final approval, the Approval Authority is to be advised in writing how Conditions 4, 5, 11, 46, and 72 have been satisfied.
86. That prior to final approval, the Approval Authority is to be advised in writing by the Township of Adjala-Tosorontio how Conditions 2-12, 13-49, 52, 55, 68, 73, 74, 75, and 76 have been satisfied.
87. That the Owner agrees prior to final approval, to create and transfer to the Township of Adjala-Tosorontio at no cost, a fee simple, unencumbered interest in the following:
 - a. Blocks 799-802, 804 and 806-809 as public lands. Block 803 to be transferred later in accordance with the subdivision agreement, and
 - b. Block 799. For stormwater management purposes.

NOTES:

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Approval Authority, quoting the file number (D12/FAR/21)
2. We suggest that you make yourself aware of section 144 of the Land Titles Act and subsection 78(10) of the Registry Act.

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

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

3. The Subdivision Agreement will be registered by the Township of Adjala-Tosorontio against the lands to which it applies, as provided for in the Planning Act. A copy of the executed agreement shall be provided to the County of Simcoe, Nottawasaga Valley Conservation Authority and the Simcoe County District School Board and the Simcoe Muskoka Catholic District School Board.
4. All measurements in subdivision and condominium final plans must be presented in metric units.
5. For your information, easements required for utility or drainage purposes should be granted to the appropriate authority.
6. All deeds to be conveyed must be free and clear of encumbrances.
7. A Development Charge, adjusted to the date of payment, shall be calculated and payable in accordance with the Development Charges Act .
8. The Township of Adjala-Tosorontio requires all engineering drawings to be submitted in an electronic format suitable to the County of Simcoe as well as a hard copy. The County of Simcoe has specific requirements for the submission to digital drawings. Contact the Planning Department for additional information.
9. The Nottawasaga Valley Conservation Authority will require a copy of the executed subdivision agreement prior to the clearance of draft plan conditions.
10. The Owner is required to obtain an entrance permit from the County of Simcoe Transportation and Engineering Department prior to any construction being undertaken.
11. Clearances are required from the following agencies:
(Addresses and contact information may not be accurate. It is the responsibility of the Owner to confirm the correct point of contact for the agencies):

The Township of Adjala-Tosorontio
7855 Sideroad 30
Alliston, ON L9R 1V1

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

The Ministry of the Environment, Conservation and Parks
Southwestern Regional Office
659 Exeter Road, 2nd Floor
London, Ontario
N6E 1L3

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

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

Canada Post
Delivery Planning
193 Church Street, Suite 200
Oakville, ON L6J 7S9

Enbridge Consumers Gas
500 Elgin Mills Road East
Richmond Hill, ON L4C 5G1

Bell Canada
Right of Way
Floor 2, 140 Bayfield Street
Barrie, Ontario L4M 3B1

County of Simcoe
Administrative Centre
Planning Department
1110 Highway 26
Midhurst, ON L0L 1X0

12. If agency conditions concern conditions of the subdivision agreement, a copy of the agreement should be sent to them. This will expedite clearance of the final plan.