



**Notice of Decision
Draft Plan Approval for a Plan of Subdivision
SUB02-2021 The Fields Estates**

Date of Notice: March 12, 2025
Date of Decision March 5, 2025
Last Day for Appeal: April 1, 2025

Take Notice that the Township of Mulmur has made a decision to grant approval for a Draft Plan of Subdivision subject to conditions in accordance with Section 51 of the *Planning Act, R.S.O. 1990 c.P. 13, as amended*.

The Draft Plan of Subdivision includes 44 residential lots, 28 semi-detachment units, stormwater management facilities, open space and environmental protection blocks, parkland, and roads.

All oral and written submissions relating to the Draft Plan of Subdivision were considered by the approval authority before this decision was made.

Take notice that an appeal to the Ontario Land Tribunal in respect to all or part of this Draft Plan of Subdivision may be made by filing a notice of appeal with the Clerk, no later than 4:30 p.m. on April 1, 2025. The appeal must set out the reasons for the appeal and must be accompanied with applicable fee required by the Tribunal and made payable to the Minister of Finance. The Township of Mulmur's fee for submitting an appeal is \$500 which can be paid by cheque made payable to the Township of Mulmur.

At any time before the approval of the final plan of subdivision, any of the following may appeal any of the conditions imposed by the approval authority to the Ontario Land Tribunal by filing a notice of appeal with the approval authority (which must be in accordance with the requirements listed above):

- the applicant;
- a public body that, before the approval authority made its decision, made oral submissions at a public meeting or written submissions to the approval authority;
- a specified person who, before the approval authority made its decision, made oral submissions at a public meeting or written submissions to the approval authority;
- the Minister;
- the municipality in which the subject land is located, or the planning board in whose planning area it is located;
- if the subject land is not located in a municipality or in the planning area, any public body.

The appeal form is available from the Ontario Land Tribunal [website](#) or by contact the Clerk.

You will be entitled to receive notice of any changes to the conditions of approval of the proposed plan of subdivision if you have made a written request to be notified of changes to the conditions.

No person or public body shall be added as a party to the hearing of an appeal regarding any changes to the conditions of approval unless the person or public body, before the approval authority made its decision, made oral submissions at a public meeting or written submissions to the approval authority, or made a written request to be notified of the changes to the conditions or, in the Ontario Land Tribunal's opinion, there are reasonable grounds to add the person or public body as a party.

No person or public body shall be added as a party to the hearing of the appeal of the decision of the approval authority, including the lapsing provisions or the conditions, unless the person or public body, before the decision of the approval authority, made oral submissions at a public meeting or written submissions to the council, or made a written request to be notified of changes to the conditions or, in the Ontario Land Tribunal's opinion, there are reasonable grounds to add the person or public body as a party.

A copy of the decision, including the conditions and the lapsing provision are attached. Additional information is available for public inspection by request or by contacting Roseann Knechtel, Clerk: 705-466-3341x223 | planning@mulmur.ca

Dated: March 12, 2025



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The Fields Estates Draft Conditions

At the Council meeting held on March 5, 2025, Council of the Township of Mulmur passed the following motion:

Moved by Hawkins and Seconded by Cunningham

That all written submissions received in regard to the application and all oral submissions made at the Public Meeting held on May 1, 2024 relating to the application have been taken into consideration as part of deliberations and final decisions;

And that pursuant to Section 51 of the Planning Act, no further public notification is required;

And further that the proposed Draft Plan of Subdivision Application SUB02-2021, dated February 28, 2025 be given draft approval subject to the conditions as appended to Report 'Fields Estate Draft Plan of Subdivision, March 5, 2025' including that draft approval lapse after three (3) years if final approval is not achieved within that period.

Carried.

Roseann Knechtel

Roseann Knechtel, Clerk
Township of Mulmur

The Fields Estates Subdivision

Conditions of Draft Approval

Conditions Issued by: Township of Mulmur

Subdivision File No: SUB02-2021	Subdivision Name: The Fields Estates
Applicant: Innovative Planning	Date of Decision: March 5, 2025
Subject Lands: Part Lot 11, Concession 7	Date of Notice: March 20, 2025
	Last Date of Appeal: April 10, 2024
	Lapsing Date: March 5, 2028

The Township of Mulmur's conditions of final plan approval for registration of this subdivision File Number SUB02-2021 are as follows:

Conditions

Applicable lands

1. This approval applies to the draft plan of subdivision prepared by Innovative Planning Solutions, originally dated August 12, 2021, subsequently revised and dated February 28, 2025, and certified by Luke Wilcox, Ontario Land Surveyor.

Draft Plan of Subdivision, as revised, shows:

- Lots 1-44 for Detached Dwellings (10.38 ha)
- Blocks 45-48 for Semi Detached Blocks Dwellings (28 units, 2.15 ha)
- Blocks 49 and 50 for Stormwater Management Facility/Access (0.84 ha)
- Block 51 and 52 for Open Space (0.06 ha)
- Blocks 53 and 54 for Environmental Protection (3.19 ha)
- Blocks 55 and Block 56 for pedestrian access
- Block 57 for Parkland Dedication (1.434 ha)
- Block 58 for Future R.O.W. & Access (0.44 ha)
- Blocks 59-62 for Daylighting Triangles (0.007ha)
- Blocks 63-65 for Road Widening (0.22ha)
- Streets 'A' 'B' 'C' and 'D' (2.96ha)

Agreement inclusions

2. The Owner shall satisfy all the requirements of the Township of Mulmur ("Township") with respect to the draft plan of subdivision and shall enter into a Subdivision Agreement with the Township, to be registered against the lands to address the requirements, financial and otherwise, of the Township to include but not be limited to:
 - i. The requirement for all lots and blocks for development to be serviced with full municipal water services and provided with a water meter, and further that watermains and hydrants be in service prior to issuance of building permits.
 - ii. The installation of water and stormwater related infrastructure with required approvals from the Ministry of Environment, Conservation and Parks pursuant to Part V under the *Safe Drinking Water Act*.

- iii. The provision of detailed lot grading, erosion and sediment control, landscaping and stormwater management plans, prepared by a technically qualified consultant, by the Owner to the satisfaction of the Township.
 - iv. Street lighting and sidewalks to be provided on the proposed roadways and to provide the opportunity for connection to future pedestrian infrastructure to the satisfaction of the Township.
 - v. Tree planting and landscaping in various locations to the satisfaction of the Township. The landscaping plan shall provide rural character through the use of natural vegetation such that the built form does not dominate, to the satisfaction of the Township.
 - vi. The provision of usable parkland, serviced with municipal water, and trailways in various locations to the satisfaction of the Township.
 - vii. The provision of an overall utility distribution plan as may be necessary for utilities, drainage and servicing to the appropriate authority.
 - viii. The granting of such easements as may be necessary for utilities, drainage and servicing to the appropriate authority.
 - ix. The provision of appropriate conditions as required by all utilities including Bell, Rogers, Hydro One and Enbridge with respect to servicing of the proposed dwellings and other buildings.
 - x. Fencing to be provided as required by the Township in locations required by and to the satisfaction of the Township.
 - xi. The provision of a Letter of Credit, the amount of which shall be determined in accordance with the Township's requirements, to ensure satisfactory completion of the development.
3. The location and requirements for construction access to the site and measures to control and mitigate potential construction impacts such as erosion, sediment, noise, dust, odour, waste and vehicles/ equipment, be determined
 4. The Subdivision Agreement shall contain provisions that no Building Permits be issued for Blocks 44, 45, 46 or 47 until the Township is satisfied that it will not be required to enter into a Municipal Responsibility Agreement for such building.
 5. The Owner shall in the subdivision agreement to require the purchaser/builder of building lots and/or blocks within the plan of subdivision, to provide for the availability of Green Features/Options in their marketing materials to perspective home buyers and if selected to be included in their Purchase and Sale Agreements. These features would be optional to the standard features of the home purchase and available upon request at an additional cost.
 6. The Owner shall in the subdivision agreement to require the purchaser/builder of building lots and/or blocks within the plan of subdivision, to provide for the availability of Accessible Features/Options in their marketing materials to perspective home buyers and if selected to be included in their Purchase and Sale Agreements. These features would be optional to the standard features of the home purchase and available upon request at an additional cost.
 7. The Owner shall in the subdivision agreement to agree to have all 28 semi-detached units ("Semi-Detached Units") to be constructed on blocks 45, 46, 47 & 48 as per the floor plan and elevation design submitted to the municipality and prepared by Justin Sherry Design Studio dated January 21, 2025 (the "Semi-Detached Units Plans"). To prevent excessive repetition of the same elevations and colours, the Owner has designed 3 exterior elevations. The Owner has the right of choosing the locations of the elevations according to the Owner's siting plan and retains control of all exterior color selection for each of the Semi-Detached Units. It is understood that the Ontario Building Code or the authority of an architect or structural engineer will supersede all concept design elements

for Semi-Detached Units Plans as these are concept plans and are not approved for construction.

8. The Subdivision Agreement shall contain a clause that the Owner agrees to assume responsibility for the operation and continued maintenance of the stormwater management facility to the satisfaction of, and at no cost to the Township, until the Township grants final acceptance of the subdivision and assumes maintenance and operations responsibilities for the stormwater management facility. The Owner shall, prior to assumption, clean out all stormwater management ponds including all municipal infrastructure (including storm sewers, catch basins, swales and an OGS) if required, to which the lands drain to, to the satisfaction of the Township.
9. The Subdivision Agreement shall contain a clause that the Owner agrees to provide to the Township within thirty (30) days of registration of the Plan, “as recorded (as constructed)” drawings of all plantings, infrastructure and plans and associated professional certifications. The Developer’s engineer shall also provide ties to all main line valves, ties to individual water service boxes, linear ties to sanitary sewer services and GPS coordinates of all watermain
10. The Subdivision Agreement shall contain provisions requiring the Owner to design and construct a paved multi-use walking loop and pathway connections through Blocks 50 (SWM Block) and any other blocks, and to design and plant landscaping measures and install regulatory signage for the stormwater ponds, where possible at the cost of the Owner and to the satisfaction of the Township.
11. The Subdivision Agreement shall include a provision requiring that streets shall be named and numbered in accordance with the County numbering policy and to the satisfaction of the Township, applicable Fire Chief, County Emergency Management Services and County of Dufferin GIS Manager.
12. The Subdivision Agreement shall include a provision requiring the house and lot numbering plan provides for dwelling unit numbers to be permanently embedded in or attached to the exterior of each dwelling once the dwelling is built. Prior to initiating house construction, both the lot or block/unit number and corresponding municipal address shall be displayed on all lots and blocks in a prominent location, until such time that the lot/block is transferred.
13. The Owner shall prepare and place a “Display Map” on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Mailbox site locations, as approved by Canada Post and the Township of Mulmur, and further that the Rogers Telecommunication Tower be included on said “Display Map” to the satisfaction of the Township of Mulmur.

Agreement – external works

14. The Subdivision Agreement shall require all other water, storm sewer/drainage, road, utility, landscape, parkland and other improvements and service connections external to the property, all at the cost of the Owner and to the satisfaction of the Township, including but not limited to the completion of the following works external to the development:
 - a. Roadway design and construction for Dufferin County Roads 17 and 18 including the proposed new unsignalized intersection at Street A and County Road 18 and Street C and County Road 17 the related roadway improvements recommended in the report entitled *Traffic Impact Study* prepared by JD Northcote Engineering Inc. and revised December 11, 2024, or the final version of the Traffic Impact Study for the development, at the cost of the Owner, as approved by and to the satisfaction of the County of Dufferin and the Township; and further consideration of pedestrian access on County Road 18.

- b. Improvements and reinstating of the Mansfield Ball Diamond entrance in line with the entrance of Street A onto Airport Road (County Road 18) at the cost of the Owner.
- c. A sidewalk shall be extended within the County ROW along County Road 18 from Street A to County Road 17 at the developers cost.
- d. A sidewalk shall also be provided along County Road 17 from the walkway at the south of Block 55 to the west side of Adrian Avenue at the cost of the Owner to the satisfaction of the County of Dufferin and the Township.
- e. Installation of water main connections to the existing water system including all associated hydrant installations, water sampling station, road improvements and restoration of disturbed areas and any upsizing of existing water lines required to convey flows from the development to the Township's water system, at the cost of the Owner and to the satisfaction of the Township.

Agreement land dedications

- 15. The Subdivision Agreement shall include a clause stating that the Owner shall, upon registration of the plan, dedicate gratuitously and free and clear of all encumbrances, any required parks, open space, trails, road or highway widenings, reserve blocks, walkways, daylight triangles, gateway features, buffer blocks, stormwater management facilities, maintenance blocks and utility or drainage easements or any other easements as required to the satisfaction of the Township, County or other authority. Such conveyances/dedications shall include but not be limited as follows:
 - i. a reserve of 0.3m on County Road 17 and County Road 18
 - ii. Blocks 49 and 50 for stormwater management facilities
 - iii. Blocks 51 and 52 for open space
 - iv. Blocks 53 and 54 for environmental protection
 - v. Blocks 55 and 56 for walkways
 - vi. Block 57 for Parkland
 - vii. Block 58 for future right of way
 - viii. Blocks 59 – 62 for daylighting triangles
 - ix. Blocks 63-65 for road widening
 - x. Streets A to D, dedicated as public highways to the Township
 - xi. Easements as required.
- 16. The Subdivision Agreement shall include provisions requiring the following obligations related to lands to be dedicate gratuitously:
 - i. The Owner agrees to delineate blocks 53 and 54 and ensure an acceptable natural state is provided, in order to protect the viability of the natural feature to the satisfaction of the Township. The Owner shall provide fencing, landscaping and signage as required by the Township to restrict access. The development and residential lots shall not impact or encroach onto these blocks with grading or any building and/or structure (e.g. fences, retaining walls, poles, composters, children's play structures, landscape features, etc.) except required grading for the development as shown on the approved Plans.
 - ii. The Owner agrees to the clean up and removal of any construction waste, materials and debris, discarded or leftover soils, construction and erosion and sediment control fencing and similar matters.

Agreement - legal

- 17. The subdivision agreement shall include a clause that the Owner shall provide the Township with postponements for any and all encumbrances of the subject lands postponing such encumbrance(s) and subordinating it in all respects, to any and all agreements entered into between the Owner and the Township.
- 18. The Subdivision Agreement shall include a clause that the Owner shall indemnify and hold the Township and County harmless from and against any and all actions, suites, claims, demands, and damages which may arise either directly or indirectly by reason of the development of the subject lands and/or construction of works, save and except for any actions, causes of action, claims, demands and damages arising out of the negligence of the Township or County or those for whom it is in law responsible. A clause shall be included in the Subdivision Agreement in respect of same.

Agreement - Financial

- 19. The Owner shall contribute cash in the amount of \$100,000 prior to registration of the subdivision agreement, for the Township to utilize to provide parkland facilities, traffic control, sidewalks or other capital investment in the Mansfield area. It is acknowledged by the Owner that the Township shall have the right to use Block 57 for a park or any other public recreational purpose, or that it may, at its sole option, sell Block 57 and use the proceeds for park or other public recreational purposes.
- 20. The Subdivision Agreement shall contain provisions requiring that the payment of development charges, water connection fee, municipal approval fee and individual lot grading review fee shall be paid prior to the of issuance of Municipal Approvals for building permits. The Township acknowledges that the Owner entered into an agreement for the completion of an Environmental Assessment in accordance with By-law 23-2023 and provided pre-payment of \$200,000 which shall be applied against the connection fees payable.
- 21. The Subdivision Agreement shall include a provision that the Owner agrees to post all necessary securities and pay all necessary fees as required by the Township. Prior to the preparation of any agreement or processing of any application, or commencement of any works, the Owner shall pay to the Township and applicable agencies all fees set out in the Fees By-law at the time of application.
- 22. The Subdivision Agreement shall include a provision that the Developer will be 100% responsible for all costs associated with the relocation of existing services (i.e. gas, hydro, telecommunications, etc.) to accommodate this development.

Agreement – Final Version of Studies

- 23. The Subdivision Agreement shall include provisions requiring the Owner to update as necessary and submit final versions of the following documents, and to implement and adhere to the recommendations thereof, all to the satisfaction of the Township:

Report Title	Author	Date
Environmental Impact Study	Azimuth Environmental Consulting Inc.	November 2021 (January 22, 2024 letter, December 10, 2024 letter)
D-5-4 Assessment	Azimuth Environmental Consulting	March 2023
Sewage Impact Study and Conceptual Design Brief	Azimuth Environmental Consulting	September 2021

Engineering (Full Set) (Existing Conditions Plan, Conceptual Grading Plan, Conceptual Servicing Plan, Pre-Development Catchment Plan, Airport Road Sight Line Profile, Airport Road Details Plan	Pinestone Engineering Ltd	January 2024
Functional Servicing Report & Construction Mitigation Plan	Pinestone Engineering Ltd	December 10, 2024
Traffic Impact Study	JD Northcote Engineering Inc	October 5, 2021, Revised December 11, 2024.
Geotechnical/ Hydrogeological Investigations	Peto MacCallum Ltd	September 21, 2021, November 3, 2021
Supplemental Geotechnical Review	GEI	September 13, 2024 letter, December 12, 2024 (letter)
Pine River Tributary Flood and Erosion Hazard Assessment	Water's Edge Environmental Solutions Team	January 24, 2024, revised September 18, 2024
Amick Consulting Limited	Stage 1-2 Archeological Property Assessment	August 21, 2021
Sewage Evaluation	Azimuth Environmental Consulting Inc.	December 10, 2024
Concept Plan (for Multi- Residential Blocks)	IPS	December 3, 2024

24. The Subdivision Agreement shall include a provision requiring the Owner to retain qualified professionals to provide ongoing confirmation that the recommendations of the approved plans are being adhere to. In addition, a qualified ecologist is to provide confirmation to the Township that all provisions of the Environmental Impact Study are being complied with throughout the duration of construction to the satisfaction of the Township, acting reasonably.

Agreement – Detailed Reports and Detailed Plans

25. The Owner shall prepare the following detailed reports and detailed plans, and agree in a subdivision agreement to implement and adhere to the recommendations thereof, all to the satisfaction of the Township:
- i. stormwater management report and plan, complete with a geotechnical report, drawings, sections, calculations, implementation and monitoring
 - ii. full detailed design engineering submission, including but not limited to the following:
 - a. servicing plan
 - b. grading plan
 - c. erosion and sediment control plan (with sequencing of earthworks)
 - d. cut and fill plan
 - e. drainage plan
 - f. stormwater management facility drawings
 - g. plan and profile drawings
 - h. general notes and details

- i. hydrant plan,
- j. trail and sidewalk plan
- k. fence plan
- l. composite utility plan
- m. fishery crossing detail
- n. parkland plan
- iii. landscape plan
- iv. street lighting
- v. signage and pavement marking plans
- vi. parking plan
- vii. M-Plan showing all blocks and lot numbers
- viii. R-Plan showing all easements
- ix. house numbering plan
- x. homeowner information manual

Agreement – further development of Semi-detached blocks

26. The Township may require the Owners to enter into a subsequent condominium or other development agreement to address issues specific to the development of Blocks 45, 46, 47 and 48.

Agreement – Clauses for Purchase and Sale

27. That the Subdivision Agreement include that the following clauses be registered to each lot and block in the plan and warnings included in any offers of purchase and sale:
1. “The sewage disposal system shall be maintained and if required, replaced with an equal or better system to remove nitrates”.
 2. Septic System Care and in the case of Blocks 45, 46, 47 and 48, additional information regarding the calculation for the shared septic system and how increased usage beyond the use anticipated by two bedrooms would jeopardise the life-span and may cause increase costs to the remaining users
 3. “On-street parking restriction by-laws prohibit parking any vehicles within the Right-of-Way during the winter season.”
 4. “Abutting lands are agricultural properties and normal farm practises are permitted, and farm odours and farm equipment operation may be present.”
 5. “Purchasers and/or tenants are advised that fencing along the lines of Lots and/or Blocks abutting Township owned lands is a requirement of the Subdivision Agreement and that all required fencing shall be constructed entirely on private property as shown on the approved construction drawings. Prior to assumption, the fencing installed shall not be altered in any way, including the addition of gates. Any costs to repair modifications will be the responsibility of the Owner. Upon assumption of the subdivision by the Township, the maintenance of the fencing shall meet Township By-laws and shall be the sole responsibility of the lot owner to maintain.”
 6. Purchase agreements shall include provisions to advise purchasers that unauthorized public access to Blocks 52, 53 and 54 is prohibited except for potential future public trails approved by the Township;
28. In addition to the general clauses, lots 1, 3 and 4 shall include the following addition clause:
- “Purchasers/tenants are advised that sound levels due to increasing road traffic may on occasion interfere with some activities of the dwelling occupants.”

Site Condition Record

29. That the Owner shall provide the Township with a copy of the Record of Site Condition (RSC) for the subject land, or in the alternative an opinion by a qualified professional confirming to the satisfaction of the Township that a RSC is not required and that the proposed land uses, including the proposed parkland, and the development in general comply with the Environmental Protection Act.

Phasing Plan

30. Prior to registration, the Owner shall provide a site-specific Development Phasing Plan, if required, to outline the intended sequence of development within the Plan, both geographically and chronologically, including the provision of necessary supporting road and servicing infrastructure, and the provision of services, all to the satisfaction of the Township.
31. Prior to construction, the Owner shall provide a detailed Construction Schedule including timing of building in watercourse crossing details.

Zoning Approval

32. Prior to registration, the Owner shall obtain approval of an Amendment to the Township's Zoning By-law to rezone the land within the plan of subdivision to permit the development, and that such by-law be in full force and effect.
33. Prior to registration, the Owner shall provide a Certificate of Lot Area and Lot Frontage signed by an Ontario Land Surveyor. The Surveyor shall also provide a certificate stating that the plan to be submitted for registration is the same as the draft approved plan, or identify any discrepancies, to the satisfaction of the Township.

Dufferin County Conditions

34. The Developer agrees that no work, including, but not limited to tree removal, grading or construction, will occur on the lands until such time the Developer has obtained written permission from the County and the Township or has entered into an Agreement. (Dufferin)
35. The Developer shall indemnify and hold the County harmless from and against all actions, suites, claims, demands, and damages which may arise either directly or indirectly by reason of the development of the subject lands and/or construction of works within the County's property. A clause shall be included in the County and the Subdivision Agreement in respect of same. (Dufferin)
36. The Developer shall be exclusively responsible for the mitigation, remediation and disposal of any contaminants or Hazardous Substances encountered in areas disturbed by the Developer works to the extent required by the applicable site condition standards for the lands (County Right of Way) or by Applicable Laws, and if so required in connection with the works, the Developer shall dispose of all soil, groundwater, and/or surface water from the areas disturbed by the Developer that is contaminated in excess of applicable site condition standards in accordance with Applicable Laws at its sole cost and expense. (Dufferin)
37. The Developer will be solely responsible for the entire cost of the design, construction and contract administration incurred by the County as a result of the development works on Dufferin County Rd 18 and Dufferin County Rd 17 and shall pay for the construction of all services within County Rd 18 and County Rd 17 lands including such as, but not limited to storm facilities, walkways and road works as determined by the County. (Dufferin)

38. The Developer agrees to construct all works within the County Right-of-Way to the satisfaction of the County. Prior to commencing any such works, the Developer shall:
 - i. Submit a detailed cost estimate for all proposed works within the County Right-of-Way for County review and approval;
 - ii. Provide financial securities equal to 100% of the approved cost estimate to ensure the completion of the works to the satisfaction of the County in the form of a Letter of Credit or cash. Any securities or deposits not utilized by the County will be returned to the Developer following final acceptance of the work within the County Right-of-Way and
 - iii. Agree in an agreement to provide funds to the County in advance of the project for all cost associated with third-party reviews and inspections of the design and construction related to the construction of County Roads and cover all costs associated with third-party peer reviews required for the development, including but not limited to Peer review of the updated Transportation Impact Study (TIS) Review of road design and related infrastructure improvements. (Dufferin)
39. The Developer shall submit a detailed Stormwater Management Report and Plans to the satisfaction of the County which shows how stormwater will be controlled and conveyed to the receiving water body. The report and plans shall address the issue of water quality in accordance with recognized best management practices, Provincial Guidelines. Maintenance and operational requirements for any control and or conveyance facilities must be described in a format to be made available to the County. (Dufferin)
40. The Developer shall submit an updated Traffic Impact Study, if required by the County, including sight line distances and daylighting triangles at the street corners, driveway entrances to the satisfaction of the County and shall implement the recommendations of the Study to the satisfaction of the County. (Dufferin)
41. The Developer agrees to design County Rd 18 to the satisfaction of the County. (Dufferin)
42. The Developer shall prepare and implement a construction traffic access and control plan for all phases of servicing and building construction to the satisfaction of the County. Any costs related to the implementation of such a plan shall be borne by the Developer. (Dufferin)
43. The Developer agrees to incorporate the following provisions as part of the Engineering Design Plans:
 - i. Pedestrian facilities shall not be directed to Dufferin County Road 18, or Dufferin County Road 17 unless sufficient pedestrian infrastructure is provided as approved by the County of Dufferin and Township of Mulmur.
 - ii. The proposed municipal road connection to Dufferin County Road 18 shall be designed to meet the requirements outlined within the County's Entrance Policy, and the Transportation Association of Canada (TAC) design manuals.
 - iii. The proposed design of County Road 18 shall be designed such that adequate sightlines are provided to each existing residential and proposed entrance within the limits of the project works. (Dufferin)
44. The exact location, geometry, and design of the access point shall be determined through consultation with the County's Public Works Department and shall comply with:
 - a. The County's most current Entrance policies.
 - b. Minimum spacing requirements from adjacent intersections and driveways.
 - c. Sight distance standards to ensure adequate visibility in both directions.

- d. A detailed Access Design Plan must be submitted for approval, including:
 - i. Turning lane provisions (if necessary).
 - ii. Curb radii for safe vehicle movements.
 - iii. Signage, pavement markings, and traffic control devices. (Dufferin)
45. The Developer shall fully reimburse the County for all costs associated with the work within the County's Right-of-Way. These costs shall include, but are not limited to, expenses incurred for a third-party inspector, selected, and retained by the County, to support the review and inspection of the design and construction. (Dufferin)
46. The Developer shall submit a Construction Traffic Management Plan (CTMP) to minimize disruptions during construction. This plan must include:
 - i. The Traffic Management Plan must conform to the most current Ontario Traffic Manuals.
 - ii. Detour routing and traffic signage for affected areas.
 - iii. Construction vehicle access routes and staging areas to avoid conflicts with local traffic.
 - iv. Measures to ensure continued access for emergency services. (Dufferin)
47. All construction and improvements shall meet the municipality's and County's road design standards and adhere to provincial guidelines, including the Ontario Traffic Manual and Transportation Association of Canada (TAC) standards. (Dufferin)
48. The Developer shall construct, install and maintain erosion and sediment control facilities, satisfactory to the County, in accordance with the plans that has been approved by the Township. The Developer agrees to install additional sediment control devices along the County Roads as determined by the County. Any costs related to the implementation shall be borne by the Developer. (Dufferin)

NVCA conditions

49. The Owner shall prepare a detailed crossing design including fishery Crossing details, engineered culvert design and wildlife passage to the satisfaction of Department of Fisheries and Oceans (DFO), NVCA and the Township.
50. That prior to final approval the following shall be prepared to the satisfaction of the Nottawasaga Valley Conservation Authority (NVCA) and the Township of Mulmur:
 - i. A detailed Final Flood and Erosion Hazard Assessment;
 - ii. A detailed Final Stormwater Management Report and engineering plans prepared in accordance with the [NVCA Stormwater Technical Guide](#);
 - iii. A detailed Final Geotechnical Report;
 - iv. A detailed Erosion and Sedimentation Control Plan;
 - v. A detailed Grading Plan;
 - vi. An Operation and Maintenance Manual for the Stormwater Management Facility.

All reports and plans shall be prepared in accordance with current provincial and NVCA guidelines and standards, at the time of submission. (NVCA Condition)

51. The Owner shall agree in the Subdivision Agreement, in wording acceptable to the NVCA, to carry out, or cause to carry out, the recommendations and

- measures contained within the plans and reports approved by the NVCA and the Township of Mulmur. (NVCA Condition)
52. The Owner shall agree in the Subdivision Agreement, in wording acceptable to the NVCA, to engage a qualified professional to certify in writing that the works identified in the plans and reports approved by the NVCA and the Township of Mulmur, have been constructed. (NVCA Condition)
 53. The owner shall agree in the Subdivision Agreement, in wording acceptable to the NVCA, that all erosion and sediment control measures will be in place prior to any site alteration, and that all major stormwater management facilities or an appropriate temporary sediment control pond(s), must be in place prior to the creation of impervious areas such as roads and buildings. (NVCA Condition)
 54. That if required, the draft plan be revised in order to meet the requirements of the above conditions including, but not limited to, loss of lots to provide for larger/additional stormwater management block(s), flooding/erosion setbacks and/or providing blocks for Low Impact Development measures to the satisfaction of the NVCA and the Township of Mulmur. (NVCA Condition)
 55. The Owner shall agree in the Subdivision Agreement that any easements required for storm water drainage purposes, shall be granted to the Township of Mulmur. (NVCA Condition)
 56. Fulfillment of the NVCA Offsetting Agreements and compensation plans. (NVCA Condition)
 57. That the NVCA be provided a copy of the passed site-specific zoning by-law including its text and schedule identifying that natural hazard areas and stormwater management facilities have been appropriately/restrictively zoned (e.g. Environmental Protection (EP)). (NVCA Condition)
 58. That prior to final approval, the Owner/Developer shall pay all development fees to the NVCA as required in accordance with the Nottawasaga Valley Conservation Authority's fee policy, under the *Conservation Authorities Act*. (NVCA Condition)
 59. That prior to any site alteration or development occurring within the NVCA's Regulated Area, a permit shall be obtained from the NVCA under the *Conservation Authorities Act*. (NVCA Condition)
 60. Prior to final approval, the NVCA is to be provided a copy of the developer executed Subdivision Agreement which addresses the NVCA's conditions of draft plan approval. (NVCA Condition)

School Board Conditions

61. That Education Development Charges shall be collected prior to the issuance of a building permit(s). (UGDSB)
62. That the developer shall agree to provide the Upper Grand District School Board with a digital file of the plan of subdivision in either ARC/INFO export or DWG format containing parcel fabric and street network. (UGDSB)
63. That the developer shall agree in the subdivision agreement that adequate sidewalks, lighting and snow removal (on sidewalks and walkways) will be provided to allow children to walk safely to school or to a designated bus pickup point until the subdivision is assumed by the Township. (UGDSB)

64. That the developer and the Upper Grand District School Board reach an agreement regarding the supply and erection of a sign (at the developer's expense and according to the Board's specifications) affixed to the permanent development sign advising prospective residents that students may be directed to schools outside the neighbourhood. (UGDSB)
65. That the developer agrees in the subdivision agreement to advise all purchasers of residential units and/or renters of same, by inserting the following clause in all offers of Purchase and Sale/Lease, until such time as a permanent school is assigned:
- i. *"Whereas the Upper Grand District School Board has designated this subdivision as a Development Area for the purposes of school accommodation, and despite the best efforts of the Upper Grand District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside the area, and further, that students may in future have to be transferred to another school."* (UGDSB)
 - ii. *"Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school."* (DPCDSB)
 - iii. *"That the purchasers agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board."* (DPCDSB)

Canada Post Conditions

66. That the Owner shall agree in the Subdivision Agreement in wording acceptable to Canada Post, to undertake the following:
- i. Consult with Canada Post to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans. (Canada Post)
 - ii. Confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads. (Canada Post)
 - iii. Install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings. (Canada Post)
 - iv. Agree to prepare and maintain an area of compacted gravel to Canada Post specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy. (Canada Post)
 - v. Communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy. (Canada Post)

- vi. Include in all offers of purchase and sale a statement, which advises the prospective new home purchaser that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot numbers) of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easement granted to Canada Post. (Canada Post)
- vii. Agree to be responsible for officially notifying purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase Offer, on which the homeowners do a sign off. (Canada Post)
- viii. The owner/developer of any condominiums will be required to provide signature for a License to Occupy Land agreement and provide winter snow clearance at the Community Mailbox locations (Canada Post)
- ix. Enhanced Community Mailbox Sites with roof structures will require additional documentation as per Canada Post Policy (Canada Post)
- x. There will be no more than one mail delivery point to each unique address assigned by the Municipality (Canada Post)
- xi. Any existing postal coding may not apply, the owner/developer should contact Canada Post to verify postal codes for the project (Canada Post)
- xii. The complete guide to Canada Post's Delivery Standards can be found at: https://www.canadapost.ca/cpo/mc/assets/pdf/business/standardsmanual_en.pdf (Canada Post)

Utility Conditions (Enbridge, Hydro One)

- 67. That, prior to final approval, the Owner will provide all easement(s) required to service this development and any future adjacent developments. The Owner will provide all easements to Enbridge Gas Distribution at no cost. (Enbridge)
- 68. That, before final approval, the Owner agrees to provide, to the Township, written confirmation from communications/telecommunications providers such as Bell Canada and Rogers Communication, and from Hydro One, that arrangements have been made to their respective satisfaction for the installation of such utilities and services in the draft plan of subdivision.

Telecommunication Conditions (Bell)

- 69. The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada. (Bell)
- 70. The Owner agrees that should any conflict arise with existing Bell Canada 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. (Bell)
- 71. The Owner is advised to contact Bell Canada at planninganddevelopment@bell.ca during the detailed utility design stage to confirm the provision of communication/telecommunication infrastructure needed to service the development. (Bell)
- 72. It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure. If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development. (Bell)

Final Approval

73. Prior to Final approval, the Owner shall fulfill the conditions of draft plan approval and provide a brief statement detailing how each condition has been satisfied.
74. Prior to Final Approval, the Owner shall provide every agency for which condition clearance is required with a copy of the executed subdivision agreement.
75. The Owner shall ensure that the Township is provided with written confirmation, quoting File Number SUB02-2021, that the following conditions have been satisfied from the applicable agencies:

Conditions	Agency
34-48	Dufferin County W. & M. Edelbrock Centre, 30 Centre Street, Orangeville, ON L9W 2X1
49-60	Nottawasaga Valley Conservation Authority 8195 8 th Line Utopia, Ontario L0M 1T0
49	Department of Fisheries and Oceans
61-65	Upper Grand District School Board 500 Victoria Road North Guelph, Ontario N1E 6K2
61-65	Dufferin-Peel Catholic District School Board 40 Matheson Boulevard West Mississauga, Ontario L5R 1C5
66	Canada Post Corporation 200 – 5210 Bradco Blvd Mississauga, Ontario L4W 1G7 anna.burdz@canadapost.postescanada.ca
67-68	Enbridge Gas Distribution Ltd. 500 Consumers Road North York, Ontario M2J 1P8
67-68	Hydro One
69-72	Bell Canada

Registration

76. Prior to registration, the Owner shall provide evidence of compliance with all of the conditions of draft approval, at its sole cost and expense, to the satisfaction of the Township.
77. Prior to registration, the Owner's surveyor shall submit to the Township, horizontal coordinates of all boundary monuments for the draft approved plan of subdivision.
78. Prior to registration of the plan of subdivision, the Owner shall submit draft reference plan(s) for the Township's review and approval prior to such plans being deposited. All costs associated with preparation and depositing of the plans and transfer of lands shall be at the sole expense of the Developer.
79. The final plan of subdivision approved by the Township must be registered within (30) thirty days or the Township may withdraw its approval under Section 51 of the *Planning Act, R.S.O. 1990 as amended*.

Assumption

80. Prior to assumption, the Owner shall:
 - i. Prepare and submit a chart to the Township, outlining all the terms and conditions of the Subdivision Agreement that must be fulfilled prior to assumption; and,
 - ii. Provide evidence of compliance with all terms and conditions of the Subdivision Agreement and any other applicable agreement, at its sole cost and expense to the Township, all to the satisfaction of the Township.

General and Interpretation

81. Without limiting the forgoing, all conditions shall be fulfilled to the satisfaction of the Township of Mulmur and to such agencies as the Township deems applicable.
82. That the approval of this draft plan will lapse three years from the date of approval. This approval may be extended pursuant to subsection 51(33) of the Planning Act, but no extension can be granted once the approval has lapsed.