

Applicant: Charlebois Properties Inc.
File No: TI-T-2001
Municipality: Township of Tiny
Subject Lands: Part Lot 9, Concession 12

Date of Decision: February 8, 2022
Date of Notice: February 8, 2022
Last Date of Appeal: February 28, 2022

The County of Simcoe's conditions to final plan approval for registration of this Plan of Subdivision are as follows:

No. Conditions

GENERAL

1. That this approval applies to the draft plan of subdivision located on Part of Lot 9, Concession 12, Township of Tiny, County of Simcoe, prepared by Celeste Phillips Planning Inc., consisting of 6 single detached residential lots (Lots 1-6), three road widenings (Blocks 7-9), and a daylight triangle (Block 10), signed by the Owner January 23, 2022.

HEADINGS

2. The headings inserted in these draft plan conditions are inserted for convenience only and shall not be used as a means of interpreting these draft plan conditions.

TOWNSHIP OF TINY

3. The Owner shall enter into a Subdivision Agreement with the Township of Tiny ('Township') with respect to its specific interest, to satisfy and guarantee all the requirements of the Township and other authorities and agencies.
4. The Subdivision Agreement shall be registered on title by the Township against the lands to which it applies as provided for in the *Planning Act*. A copy of the draft Subdivision Agreement shall be provided to the Approval Authority for review and comment prior to it being executed and registered.
5. The Owner shall agree in the Subdivision Agreement to satisfy all conditions and requirements of the Township and any other applicable agencies, financial and otherwise, with respect to the provision of roads, drainage, services, facilities and amenities.
6. The Owner shall agree in the Subdivision Agreement that such easements and land dedications as may be required for access, utilities, servicing, drainage and construction purposes be granted to the Township of Tiny and appropriate agencies or authorities, to their satisfaction, at no cost, free and clear of all encumbrances.
7. The Owner is to consult with Hydro One, Bell Canada, Rogers Communications, Enbridge Gas and other applicable agencies regarding the provision of appropriate underground services.
8. The Owner shall agree in the Subdivision Agreement that each lot is to be serviced with an individual well. Each well shall be designed and located in accordance with Ministry of the Environment, Conservation and Parks standards and guidelines.
9. The Owner shall agree in the Subdivision Agreement that each residential lot is to be serviced with an individual sub-surface sewage disposal system. The sewage system design for each lot is subject to approval and the issuance of a Building Permit by the Township prior to construction.

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10. The road widenings and daylight sight triangle shown on the Draft Plan of Subdivision shall be dedicated to the Township of Tiny as a public highway on the final M-Plan and transferred to the Township at no cost, free and clear of all charges and encumbrances.
11. The Owner shall agree in the Subdivision Agreement that the lands to be transferred to the owner of the adjacent land to the north (584 Overhead Bridge Road) be deeded to the owner and merged with that land for the purposes of the subdivision control provisions of the Planning Act immediately following registration of the M-Plan, or alternatively, that the land be included as part of Lot 1.
12. The Owner shall agree in the Subdivision Agreement that the lands to be transferred to the owner of the adjacent land to the south (564 Overhead Bridge Road) be deeded to the owner and merged with that land for the purposes of the subdivision control provisions of the Planning Act immediately following registration of the M-Plan, or alternatively, that the land be included as part of Lot 6.
13. The Owner shall agree in the Subdivision Agreement that each lot shall be developed in compliance with the Township Lot Grading Procedure and that the intent is to have a net zero impact on both municipal infrastructure and adjacent private property.
14. The Owner shall remove all entrance and driveway encroachments onto Lots 1 and 6 to the satisfaction of the Township of Tiny Director of Public Works or designate.
15. The Owner shall agree in the Subdivision Agreement to include wording to require each dwelling to be sprinklered to the satisfaction of the Township Fire Chief or designate.
16. The Owner shall agree in the Subdivision Agreement to provide the Township with cash-in-lieu for park purposes as per the requirements of the *Planning Act*.
17. The Owner shall agree in the Subdivision Agreement to include in all Agreements of Purchase and Sale, a clause advising that tree or shrub removal is not permitted between April 1st and October 31st in any given year to minimize the potential impacts to migratory bird species which are protected under the *Migratory Birds Convention Act*, non-migratory bird species which are protected under the *Ontario Fish and Wildlife Conservation Act* and species at risk bats which are protected under the *Endangered Species Act*.
18. The Owner shall agree in the Subdivision Agreement to have prepared a Natural Heritage Brochure based on the information contained within the Environmental Impact Study prepared by Orion Environmental Solutions dated June 24, 2021 and that it be provided to all purchasers. The content of the Brochure shall be to the satisfaction of the Township.
19. All outstanding property taxes, if any, are to be paid to the satisfaction of the Township in full prior to formal registration of the Plan of Subdivision.
20. The Owner shall agree in the Subdivision Agreement that development charges, processing and administrative fees be paid in accordance with the Township's standard practices.
21. The Subdivision Agreement shall include provisions whereby all Offers of Purchase and Sale will include information that satisfies Subsection 59(4) of the *Development Charges Act*.

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22. The Owner agrees that a copy of the proposed final M-Plan is to be forwarded to the Township and the Approval Authority for review and approval.
23. That prior to final approval, if this plan is not registered within three years of the original date of draft plan approval, the recommendations of the hydrogeological report shall be reconfirmed by a qualified professional to the satisfaction of the Township.
24. The Owner shall agree to the following in the Subdivision Agreement:

Should previously unknown or unassessed deeply buried archaeological resources be uncovered during development, such resources may be a new archaeological site and therefore subject to Section 48 (1) of the *Ontario Heritage Act*. The proponent or person discovering the archaeological resources must cease alteration of the site immediately and engage a licensed archaeologist to carry out archaeological fieldwork, in compliance with sec. 48 (1) of the *Ontario Heritage Act*.

That anyone working on the subject lands who uncovers a burial site containing human remains shall cease fieldwork or construction activities and immediately report the discovery to the police or coroner in accordance with the *Funeral, Burial and Cremation Services Act*.

25. The Owner shall agree in the Subdivision Agreement, that a municipal numbering system be assigned to the satisfaction of the Township with regard to 911 emergency servicing; and that the Owner agrees in the Subdivision Agreement to display the lot numbering and corresponding assigned municipal address in a prominent location on each lot.

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

26. That the Owner shall agree in the Subdivision Agreement 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 school's area.

SIMCOE COUNTY DISTRICT SCHOOL BOARD

27. 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 the Simcoe County District School Board sites in the community is not guaranteed and that pupils may be accommodated in temporary facilities and/or be directed to facilities outside of the area.

ENBRIDGE GAS INC.

28. 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; and

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- b. 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.

COMMUNICATIONS/TELECOMMUNICATIONS PROVIDERS

29. The Owner shall agree in the Subdivision Agreement, in words satisfactory to the communications / telecommunications service provider(s), to grant to the communications / telecommunications service provider(s) any easement that may be required, which may include a blanket easement, for communication/telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing facilities or easements, the Owner / Developer shall be responsible for the relocation of such facilities or easements.
30. The Owner shall agree in the Subdivision Agreement that prior to commencing any work within the Subdivision Plan, the Owner / Developer shall confirm 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 / Developer shall be required to pay for the connection to and / or extension of the existing communication / telecommunication infrastructure. If the Owner / Developer elects not to pay for the above-noted connection, then the Owner / Developer shall demonstrate to the satisfaction of the municipality that sufficient alternative communication / telecommunication facilities will be provided to enable, at a minimum, the effective delivery of communication / telecommunication services for emergency management services (i.e. 911 Emergency Services).

HYDRO ONE

31. The Owner shall agree in the Subdivision / Condominium Agreement, in wording satisfactory to the applicable Hydro Authority, that:
 - a. all electrical servicing requirements will be provided to the satisfaction of the applicable Hydro Authority; and
 - b. the Owner will be responsible for all costs of any relocation or revisions to the applicable Hydro Authority facilities (unless such facilities are located on private property without a registered easement) necessary to accommodate the plan, and all costs of supplying an electrical distribution system to and in the Subdivision Plan

CANADA POST

32. That the Owner shall agree in the Subdivision Agreement to notify all purchasers that Canada Post mail delivery will be by rural mailboxes.

LAPSE

33. Approval of this draft plan of subdivision is for a period of three (3) years and will lapse on **February 8, 2025**.

CLEARANCE LETTERS

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34. Prior to final approval, the Approval Authority is to be advised in writing by the Township of Tiny how Conditions 3 to 25 have been satisfied.
35. That prior to final approval, the Approval Authority is to be advised in writing by The Simcoe Muskoka Catholic District School Board how Condition 26 has been satisfied.
36. That prior to final approval, the Approval Authority is to be advised in writing by the Simcoe County District School Board how Condition 27 has been satisfied.
37. That prior to final approval, the Approval Authority is to be advised in writing by Enbridge Gas Inc. how Condition 28 has been satisfied.
38. That prior to approval, the Approval Authority is to be advised in writing by Bell Canada and Rogers Communications provider(s), how Conditions 29 and 30 have been satisfied.
39. That prior to approval, the Approval Authority is to be advised in writing by Hydro One how Condition 31 has been satisfied.
40. That prior to approval, the Approval Authority is to be advised in writing by Canada Post, how Condition 32 has been satisfied.

NOTES TO DRAFT APPROVAL

1. This draft approval is for a period of three years. The Owner is on "Notice" that he is to apply for any extension at least sixty (60) days prior to lapsing date.
2. 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 file number **TI-T-2001**.
3. 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 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 that is located 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 Clause (b) and (c) of Subsection 78(10).

4. It is suggested that the municipality register the Subdivision Agreement as provided by Subsection 51(26) of the *Planning Act*, R.S.O. 1990 against the land to which it applies, as notice to prospective purchasers.
5. All measurements in the subdivision's final plans must be presented in metric units.
6. For your information, easements required for utility or drainage purposes should be granted

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to the appropriate authority.

7. All deeds to be conveyed must be free and clear of encumbrances.
8. The County of Simcoe has specific requirements for the submission of digital drawings. Contact the Planning Department for additional information.
9. A Development Charge, adjusted to the date of payment, with respect to municipal services shall be calculated and payable in accordance with the policies of the Township of Tiny, the County of Simcoe, and the applicable School Boards at building permit issuance.
10. Clearance letters are required from the following agencies:

Township of Tiny

130 Balm Beach Road West
Tiny, ON L0L 2J0

Simcoe Muskoka Catholic District School Board

46 Alliance Boulevard
Barrie, ON L4M 5K3

Simcoe County District School Board

1170 Highway 26 West
Midhurst, ON L0L 1X0

Enbridge Gas Inc.

Secretary
Enbridge Consumer's Gas Company
P.O. Box 650
Toronto, ON M1K 5E3
MunicipalPlanning@Enbridge.com

Bell Canada

Right-of-Way Control Centre
Floor 5 – Blue
100 Borough Drive
Scarborough, ON M1P 4W2

Rogers Communications

Attn: OPE Manager
1 Sperling Drive
P.O. Box 8500
Barrie, ON L4M 6B8

Canada Post

PO Box 8037, Ottawa T CSC
Ottawa, Ontario
K1G 3H6

Hydro One

Secretary, Hydro One Networks Inc.

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Real Estate Services
Land Use Planning
P.O. Box 4300
Markham, ON L3R 5Z5
LandUsePlanning@HydroOne.com

11. If agency conditions form part of the Subdivision Agreement, a copy of the draft Agreement shall be sent to those agencies for review and comment. This will expedite clearance of the final plan.
12. This approval may be extended pursuant to Subsection 51(33) of the *Planning Act*, but no extension can be granted once the approval has lapsed.

If final approval is not given to this plan within three (3) years of the draft approval date, and no extensions have been granted, draft approval will lapse under Section 51(32) of the *Planning Act*, R.S.O. 1990. If the Owner wishes to request an extension to the draft approval, a written explanation, together with a resolution from the Council of the Township of Tiny, must be received by the Approval Authority, sixty (60) days prior to the lapsing date.

13. Please note that an updated review of the plan, and revision of the conditions of approval, may be necessary if an extension is to be granted.
14. The Final Plan approved by the Approval Authority must be registered within 30 days or the Approval Authority may withdraw its approval under subsection 51(59) of the *Planning Act*, R.S.O. 1990, Chapter 13, as amended.

Subject to the conditions set forth above, this Draft Plan is approved under Section 51 of the *Planning Act*, R.S.O. 1990, Chapter 13, as amended.

Approved this 8th day of February, 2022



for
Director of Planning, Economic Development, Transit, and Airport Services
County of Simcoe