



THE CORPORATION OF THE TOWN OF MIDLAND

575 Dominion Avenue
Midland, ON L4R 1R2
Phone: 705-526-4275
Fax: 705-526-9971
www.midland.ca

Applicant: Pratt Development Inc.
File No.: MD-T-0108
Subject Lands: Part of Lot 102, Concession 2
formerly in the Township of Tay,
now in the Town of Midland in
the County of Simcoe
Civic Address: 823 King Street

Date of Decision: December 6, 2023
Lapsing Date: December 6, 2026

The Town of Midland's conditions for Draft Plan Approval for registration of this Plan Subdivision File No. MD-T-0108, are as follows:

No.	Condition
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General

1. That this approval applies to the Draft Plan of Subdivision for the 13.9 hectares of land, generally described as Part of Lot 102, Concession 2, formerly Township of Tay now in the Town of Midland, County of Simcoe, prepared by Rudy Mak Surveying Ltd. dated October 12, 2022. The attached Draft Plan of Subdivision details a total of 138 lots (Lots 1 to 138, inclusive) for single detached dwelling units, 22 blocks (Blocks 139 to 160) for 129 townhouses, all for a total of 267 residential units, along with Blocks 161 to 163 for servicing purposes, Blocks 164 to 165 for hydro purposes, Block 166 for stormwater management purposes, Blocks 167 to 169 for walkway purposes, and Block 170 for a 0.3 metre reserve.
2. The Owner shall enter into a subdivision agreement with the Town that shall, amongst other things, ensure that the Owner satisfies the Town that all financial and infrastructure requirements, including but not limited to the construction of roads and the installation of all required infrastructure set out in these draft plan conditions have been met. This Agreement is to be registered on title to the Lands.
3. The Owner shall agree to convey the following lands to the Town/applicable agency, without monetary consideration and free of all encumbrances:
 - a. Blocks 161-163 for servicing infrastructure
 - b. Blocks 164 and 165 for hydro infrastructure and walkway connection
 - c. Block 166 for stormwater management
 - d. Block 167 to 169 and 171 for walkways
 - e. Block 170 for 0.3m reserve
 - f. Streets A, B and C and the extension of Pratt Avenue as local ROWs

The Town reserves the right to use any blocks for walkway purposes where appropriate. Blocks may be designed for pedestrian access to the satisfaction of the Executive Director, Community and Growth. Additional blocks may be required subject to detailed design.

4. The Owner acknowledges and agrees that in recognition of the long-term build-out of the development, the Town may from time to time amend, delete or add to the conditions of approval with respect to any phase within the draft plan of subdivision and notice will be provided, where required, in accordance with subsections 51(45) and 51 (47) of the Planning Act.

5. The Owner acknowledges and understands that prior to final approval of this draft plan of subdivision or any phase of this subdivision, amendments to the Town of Midland Zoning By-law 2004-90, as amended, to implement the plan shall have come into effect in accordance with the provisions and regulations of the Planning Act.
6. The Owner shall agree to enter into a Subdivision Agreement with the Town to satisfy all requirements financial or otherwise, including but not limited to the provision of roads, services, grading, landscaping, fencing, payment of development charges, engineering studies, and shared stormwater infrastructure to support municipal services.
7. The Owner agrees that, prior to offering units for sale, a Community Information Map be prepared to the satisfaction of the Executive Director, Community and Growth and that the information be consistent with any future advertising/marketing material. The Community Information Map shall also be posted in a prominent location on site until occupation of the final unit.
8. The Owner shall acknowledge and agree to be responsible for complying with and satisfying all applicable policies and requirements of approval from the Town of Midland, and any other applicable agency/authority acting within its jurisdiction. Prior to final approval, the Town is to be advised in writing by each department or applicable agency how each of their conditions has been satisfied.
9. The Owner shall agree in the Subdivision Agreement, in wording acceptable to the Town, and any other applicable agencies, to carry out or cause to be carried out, the recommendations and measures contained within the plans and reports as approved by the Town and any other applicable agency acting within its jurisdiction.
10. The Subdivision Agreement shall be drafted and registered on title at the Owner's expense.

Planning, Building, and By-law

11. The Owner shall agree to register the Final Plan of Subdivision within three (3) years of Draft Approval otherwise the Draft Plan Approval shall lapse in accordance with Section 51(32) of the Planning Act, RSO 1990 c P.13 (the "Planning Act"). The Town of Midland may consider an extension to Draft Approval which shall be based on written information provided by the Owner to substantiate the extension. Any draft plan extension application must be made a minimum 90 days prior the lapsing date.
12. Registration of this plan will not be considered until all infrastructure necessary to support the development of this plan is secured with the Town of Midland. Further, occupancy will not be granted until all necessary infrastructure is constructed and operating to municipal standard.
13. The Owner acknowledges and agrees that redline revisions to the Draft Plan may be necessary to address the potential need for municipal servicing blocks and easements, as may be determined through detailed design.
14. That prior to final approval and registration of the Plan, the Owner shall confirm that all lots and blocks within the Draft Plan comply with the Town's Zoning By-law to the satisfaction of the Town.
15. The Owner shall submit plans showing the proposed phasing and/or staging arrangements to minimize impacts on occupied homes on and off site, to the Town for review and approval if this subdivision is to be developed by more than one registration.

16. The Owner agrees and understands that blocks within the subdivision are not to be used for the storing/stockpiling of materials including but not limited to topsoil, equipment and building materials unless otherwise agreed to by the Town.
17. The Owner will be responsible for complying with, and satisfying, all applicable policies and requirements of approval, within their respective jurisdictions, from the Ministry of the Environment, Conservation and Parks, Ministry of Natural Resources and Forestry, Severn Sound Environmental Association (SSEA), and the Town of Midland, all in accordance with current Town development standards and policies.
18. It is acknowledged that the parkland dedication requirements for the Site have been addressed through the previous dedication of lands to the Town for Galloway Park through Town of Midland By-laws 2003-99 and 2003-100.
19. The Owner shall complete an archaeological assessment of the subject property and agree to complete all recommendations and requirements of such assessment, including the mitigation and/or salvage of any significant archaeological remains to the satisfaction of the Development Plans Review Unit of the Ministry of Heritage, Sport, Tourism and Culture Industries, and the Town if such significant archaeological remains are found within the lands to be dedicated to the Town.
20. Warning clauses are to be provided in purchase and sale agreements regarding the potential impacts of non-residential and employment land uses in the vicinity in terms of noise, traffic, vibration, lighting, hours of operation, and air quality associated with nearby businesses and Town recreation/soccer fields to the satisfaction of the Executive Director, Community and Growth.
21. A covenant be registered on Lots 22 to 55 restricting site alteration and tree removal within 5 metres of the rear lot line for the purposes of maintaining an established tree buffer. Any grade changes in this buffer will require approval from the Town Engineer.
22. The Owner shall agree in the subdivision agreement that no building permits will be applied for or issued until the Town is satisfied that adequate road access, municipal/fire water supply, sanitary sewers, and storm drainage facilities are or will be available to service the proposed development.
23. Prior to final approval of the plan, the Owner agrees to pay any and all outstanding application and processing fees to the Town in accordance with the Composite Fees By-law 2023-38 (or its successor).
24. The Owner agrees to include in all Offers of Purchase and Sale clauses advising prospective purchasers of the following:

That accommodation within a public school in the community is not guaranteed and students may be accommodated in temporary facilities; including but not limited to accommodation in a portable classroom, a "holding school", or in an alternate school within or outside of the community.

If school buses are 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.
25. That the Owner agrees to pay Town and County Development Charges and School Board Education Development Charges in accordance with the By-laws in force at the time upon the issuance of a building permit.

26. The Owner agrees prior to final approval to have prepared Urban Design and Architectural Control Guidelines, subject to peer review, to inform detailed design of the subdivision and buildings. The Owner shall agree in the subdivision agreement to carry out or cause to carry out the recommendations set out in the aforementioned Urban Design and Architectural Control Guidelines to the satisfaction of the Town.
27. The Owner agrees to place the following “Notice to Purchasers” in all Agreements of Purchase and Sale between the Developer and all prospective home buyers:
- This development may be required to accommodate traffic calming devices which may include any or all of the following: stop signs, median islands, chicanes, lay-bys, bump-outs, speed humps or other similar devices as determined by the Town. The location of these devices will directly affect the on-street parking supply and driveway access in the vicinity of these devices. The decision to provide for traffic calming shall be at the sole discretion of the Town. The Town may consider the construction of a multi-use trail in an east-west direction along the southern limit of the property.*
- The owner will make best-efforts to maintain and retain existing trees on their property in accordance with best practice tree care guidelines provided by the developer.*
28. The Developer will make best efforts to facilitate the cost-effective implementation of second dwelling units. Such efforts will consider floor layout design, future proofing, enlarged windows, access, HVAC design, electrical rough-ins, etc. Such efforts will form part of the development agreement and consider how such features may be offered as part of the purchase agreements.
29. The developer agrees in the Development Agreement to provide an Electric Vehicle rough-in for each garage at no additional cost to the purchaser.

Engineering

30. The Owner shall acknowledge and agree that the road allowances included in this draft plan will be named to the satisfaction of the Town.
31. The Owner acknowledges and agrees that the underside of basement slab have an elevation not less than 0.5 m above the highest recorded groundwater level. Any foundation drain will have an underside elevation of at least 0.3 metres above the highest recorded groundwater level.
32. A Stormwater Management Report shall be prepared by a qualified professional that supports the recommendations in the Preliminary Stormwater Management Report dated November 2022 prepared by the Jones Consulting Group Ltd. to the satisfaction of the Town Engineer and be prepared in accordance with the Ministry of the Environment “Stormwater Management Practices Planning and Design Manual” (2003) Level 1, the MECP Design Criteria for Sanitary Sewers, Storm Sewers and Force mains for alterations Authorized under Environmental Compliance Approval V.1.1 July 28, 2022, and the Fish Habitat Protection Guidelines for Developing Areas (1994) or their successors and shall:
- a) provide recommendations on a stormwater quantity system that ensures that post-development run-off rates will not be greater than the pre-development run-off rates for storms up to and including the 1:100 year flood as well as safe conveyance of the Regional storm flood;
 - b) document the possible impacts of development on watershed flow regimes including their interconnection with groundwater resources;
 - c) In order to mitigate any potential harmful effects of concentrated stormwater runoff, the owner shall employ various means and methods to decrease the anticipated flow. Such methods

may include redirection of the stormwater roof leaders to road, soak away pits, and rear yard infiltration galleries.

- d) provide recommendations on how to maintain pre-development water quality and improve run-off where appropriate;
- e) document the means by which stormwater volume control will be provided;
- f) determine and describe the necessary measures required to be undertaken during construction to mitigate the potential negative impact of development.
- g) ensure Block 166 and the adjacent stormwater pond design shall be designed to maintain public access and integrate with surrounding parkland and external trail connections.
- h) provide water balance for the site for both quantity and quality based on the applicable designation of the site with respect to the well head protection areas and the Source Water Protection Act.

The Owner shall agree in the subdivision agreement to carry out or cause to carry out the recommendations set out in the aforementioned report to the satisfaction of the Town Engineer.

- 33. That necessary easements for all infrastructure including but not limited to servicing and utility be confirmed during detailed design to the satisfaction of the Town's Town Engineer.
- 34. The Owner shall be responsible for the provision of all works and services including the connection to existing municipal services in accordance with current Town of Midland Engineering Development Design Standards and policies and to the satisfaction of the municipality.
- 33. The Owner shall conform to all approved master engineering studies including environmental investigation, hydrogeological and hydrological studies, noise studies, traffic impact studies (all synchro analysis sheets to be included), , to determine the conditions under which development should be permitted and should be fully responsible for the provision of all works and services required to support the proposed land use in accordance with current Town of Midland Development Standards and Policies to the satisfaction of the Town Engineer.
- 34. That the road allowances shown as Streets "A", "B", "C", and the extension of Pratt Avenue on the Draft Plan shall be dedicated to the Town without monetary consideration and free and clear of all encumbrances as public highways. The Owner shall agree in the Subdivision Agreement that all roads allowances shall be designed and constructed to the satisfaction of the Town in accordance with the Town's standards for urban road and intersection design, temporary turning circles, daylighting triangles, and 0.3 metre reserves. All Streets within the Plan shall be named according to the policies of the Town.
- 35. That the recommendations contained within the Traffic Impact Study prepared by JD Northcote Engineering Inc. revised November 23, 2022 be implemented to the satisfaction of the Town Engineer through the detailed engineering drawings and implementing Development Agreement. Such measures shall include but not be limited to the revised timing of signals along King Street.
- 36. All dead end or open sides of a road allowance created by this draft plan of subdivision shall be terminated in a 0.3 metre reserve to be conveyed to the Town without monetary consideration and free and clear of all encumbrances to be held by the Town until required for future road allowances or development of the adjacent lands. Such reserves may be contained within the Town boulevard where required.
- 37. The Owner shall be responsible for the development of appropriate storm, sanitary and water conveyance systems including outlet works and/or other related facilities, to the satisfaction of the Town Engineer. In that regard, the proposed servicing shall include for the provision of the servicing

- to and from all external areas. A special provision must be implemented when outletting storm drainage into any environmentally sensitive areas.
38. The design of Stormwater conveyance systems will integrate the design of Block 166 and the design of the Stormwater Management Pond located in Block 6 of the approved draft plan immediately south of the subject lands to the satisfaction of the Town's Town Engineer.
 39. If this subdivision proceeds to registration in advance of the adjacent industrial subdivision at 16533 Highway 12, the Owner shall enter into an agreement with the Town to develop the approved stormwater conveyance systems on Block 6 of the adjacent industrial subdivision to the south. This agreement shall address such technical matters as the design, landscaping, securities, and maintenance period for the proposed stormwater conveyance system. Such agreement shall also provide for easements to the stormwater conveyance system in favour of the Town until such time that Block 6 of the adjacent industrial subdivision is conveyed to the Town.
 40. All external lighting within the development shall be dark sky compliant to the satisfaction of the Town Engineer.
 41. The Owner will be responsible for confirming that all lands transferred to the Town are not contaminated prior to final approval to the satisfaction of the Town Engineer.
 42. The Owner will retain the services of an experienced professional hydrogeological engineer to complete a hydrogeological study, all to the satisfaction of the Town of Midland Development Services - Approvals. Without limiting the generality of the foregoing, the study will include a survey of all water supply systems within 300 m of the subject property, and/or the zone of influence, and report of the possible impact the development of the plan will have on the existing water supply systems. Should the Approvals-Engineering determine that the existing water supply systems will be altered or eliminated based on the study and any other available supporting data, the owner will be responsible for providing the interim and permanent restoration of the water supply systems, to the satisfaction of the Town of Midland. This report should be conclusive with provisions and recommendations on servicing within the noted recharge area.
 43. The Owner acknowledges and agrees that the proposed development must be serviced from the municipal water and wastewater distribution systems.
 44. The water distribution system for the subject land shall be of sufficient size to provide the maximum day usage plus maintain minimum fire flows, all to the satisfaction of the Town of Midland Town Engineer.
 45. The Owner is advised that draft approval does not in itself constitute a commitment by the Town of Midland or the Ministry of Environment, Conservation and Parks to provide servicing access to the Town's wastewater Treatment Plan or water supply plant. The draft plan may proceed to registration provided there is sufficient plant capacity and capability to serve the development. Plant capacity will be allocated for new development at the time of payment of development charges.
 46. Before any site alteration within the subject property, the owner and/or their will apply for a site alteration permit as described within By-law 2013-13 ("Midland Site Plan By-law"). Prior to the commencement of any works within the site, all requirements, obligations, and control measures, as described within By-law 2013-13, will be in place and undertaken to the satisfaction of the Town Engineer informed by the Severn Sound Environmental Association. Further, it will be the owner's responsibility through its professional consultant, to maintain the said works for the duration of the subject development.
 47. Prior to issuance of a Site Alteration Permit, the Owner shall provide a Vegetation Inventory and Tree Preservation Plan, and shall not remove any trees from the site without written approval of

- the Town Engineer. Any trees which are removed, injured or damaged as a result of construction activities without written consent shall be replaced and the Town compensated as per the terms of the development agreement.
48. That the Owner agrees in the subdivision agreement, to undertake tree preservation and maintenance measures and to remove all dead, damaged and diseased trees, and invasive species (e.g. phragmites) within the subdivision to the satisfaction of the Town Engineer. The Owner is required, at their cost and as a condition of the subdivision agreement, to install protective fencing.
 49. The Owner shall provide the Town of Midland with the registered plan of subdivision and all other associated plans referred to in Horizontal Control Surveys UTM (Zone 17) NAD83. They are to be supplied in both hard copy and digital format.
 50. Should the Ministry of the Environment, Conservation and Parks and/or the Town of Midland at any time conclude that the Town of Midland does not have sufficient water reserve capacity to adequately service this plan, development shall not proceed until the capacity issue can be resolved to the satisfaction of the Ministry of the Environment, Conservation and Parks and/or the Town of Midland.
 51. The Owner and their agents/contractors shall not cause harm to trees on or shared (as defined as trees with any branches overhanging the common boundary) with adjacent lands outside the limit of this development without written consent from the adjacent landowner to the satisfaction of the Town Engineer.
 52. The Owner is required at their cost and as a condition of the subdivision agreement to install the following in accordance with the Town's standards and/or to the satisfaction of the Town Engineer:
 - a) Chain link fence 1.52 m high along the common boundary with the stormwater management block at 16533 Highway 12.
 - b) Chain link fence 1.52 metres high along the common boundaries of all residential lots and servicing/walkway blocks.
 - c) Solid board-on-board privacy fence 1.8 metres high shall be constructed along the west property lines of lots 1, 4, 5 and 6, along the north side of Lot 6, along the south property line of Block 154 adjacent to Block 2 on the adjacent Industrial Subdivision and hydro substation, along the east sides of Blocks 56, 140, 141, along the common boundary with 812 William Street (Self Storage use), along the common boundary of all residential lots and Galloway Park.
 - d) Other fencing, either chain link fence or board-on-board privacy fence, may be determined by the Town during the submission and review of the detailed engineering design drawings and any fencing so identified shall be constructed at the Owner's expense.
 53. The Owner is required at their cost, prior to final approval, to engage the services of a qualified Landscape Architect to prepare and implement a comprehensive set of streetscape and landscape working drawings and specifications to address all streetscape/landscaping items for lands within the limits of the plan of subdivision prior to registration to the satisfaction of the Executive Director, Community and Growth. Such plan shall provide one tree, with a trunk diameter of at least 60mm, planted in the municipal boulevard, where feasible, of each lot (or front yard of each lot where not feasible in municipal boulevard). It is acknowledged that trees planted in front of the townhouse lots may need to be shared between two adjacent units and that conflicts with services and utilities may restrict the ability to plant trees in front of certain lots. Such plan will also provide one tree, with a trunk diameter of at least 60mm, planted in the rear yard of each lot where feasible, subject to being offered and accepted at no cost to the owner in the purchase and sale agreement (except lots 22 to 55). Feasible locations in private yards and municipal boulevards to be shown as part of the approved landscape plans to inform the purchase and sale agreements. The tree species selected to be in accordance with the Town's approved list. It is acknowledged the Owner will not be obligated to maintain or replace trees planted within individual private front or rear yards after

- occupancy has been granted and trees on private property will not be tied to assumption of the municipal boulevard.
54. The Owner shall retain the services of the Landscape Architect until all landscape-related works including but not limited to project monitoring, tree preservation, inspections, site management, Letter of Credit reductions and sign-offs for assumption and end of general maintenance are completed and accepted to the satisfaction of the Executive Director, Community and Growth.
 55. That the Owner/applicant provide a letter of clearance documenting that potential impacts to Species at Risk have been assessed according to Ministry of Environment, Conservation and Parks (MECP) guidance, and that any potential impacts to protected species of habitats have been addressed in accordance with the Endangered Species Act (ESA), 2007, to the satisfaction of MECP. The letter must be received prior to the commencement of any site works and as a condition of registration. If previously unidentified endangered or threatened species are found on the site, it is the responsibility of the Owner/applicant to evaluate if any of the site works are likely to result in any unreasonably negative impacts of ESA protected species and/or damage or destruction to habitat of ESA protected species and if so, take steps necessary to mitigate impacts to the satisfaction of the MECP or secure authorization issued under the ESA if deemed necessary by the MECP. The Town will be informed if this situation arises and will be informed of actions taken to address ESA requirements.
 56. The Owner shall ensure the centreline of the proposed extension of Pratt Avenue aligns with the existing centreline.
 57. The Owner shall agree to construct, at no cost to the Town, a concrete pedestrian sidewalk a minimum of 1.5 metres in width and in accordance with the Town's requirements:
 - a) both sides of Street "A" from King Street to Street "B"
 - b) north side only of Street "A" from Street "B" to Pratt Avenue
 - c) west side only along Pratt Avenue from north boundary to south boundary of Lot 57
 - d) South and west sides only of Street "B" from Pratt Avenue to Street "A"
 58. That the Final Draft Plan identifies, as necessary, fire break lots prior to registration to the satisfaction of the Fire and Emergency Services Department.
 59. That the Owner be responsible for posting signage on the property addressing Emergency Services Assistance to the satisfaction of the Town.
 60. The Owner/Applicant demonstrates the property will conform to the Property Standards By-law. Pre-treatment, if required, must be provided on individual properties or within the proposed stormwater management facility. The technical response to address this requirement is required from a licensed professional engineer.
 66. Prior to the final approval and registration of the plan or phase of the plan, the Owner shall prepare, to the satisfaction of the Town, detailed engineering drawings which shall include, but not be limited to grading control plans, plan and profile drawings of all underground and aboveground services, general plans, drainage plans, composite utility plans, stormwater management detail plans, and conformity with Source Water Protection Guideline LUP-12 etc. and the Owner also agrees in the Subdivision Agreement to implement all the works approved by the Town in the detailed engineering design and drawings.
 67. The Owner agrees to provide grading plans for the entire subdivision, including detailed grading designs for all lots, blocks, and right-of-ways prior to final approval to the satisfaction of the Town. Further, the grading design shall identify all cutting, filling and sloping required.

68. The Owner agrees that the siting of individual units on the engineering submission shall reflect a “paired driveway” orientation for the townhouse units and 12.0 m frontage single detached dwellings, where possible, in order to maximize potential for on-site snow storage and on-street parking to the satisfaction of the Town.
69. The Owner shall, prior to the registration of the plan, prepare a Construction Staging and Parking Area Plan and a Construction Activity Mitigation Plan to the satisfaction of the Town and the affected authorities. The Plans and the requirements thereof, as approved by the Town, shall be included and reflected in the Subdivision Agreement.
70. In the event excess fill is to be imported and/or removed from the Site, a Fill Management Plan is required confirming that the fill quantity and quality is acceptable for the designated receiving site. Confirmatory sample results are required demonstrating that the fill quality meets the standards set out in the Soil, Groundwater and Sediment Standards referenced in Ontario Regulation 153/04 with respect to all contaminants in the fill and Ontario Regulation 406/19 On-site and Excess Soil Management, as amended.
71. The Owner acknowledges and agrees to be responsible for complying with and satisfying all applicable policy requirements as laid out in the South Georgian Bay Lake Simcoe Source Protection Plan (SPP) to the satisfaction of the Town Engineer.
72. Any dewatering for the site will be completed by a qualified individual to the satisfaction of the Town and MECP.
73. The Owner shall acknowledge and agree that permanent dewatering including but not limited to basement sump pumps and/or active foundation drainage is prohibited.
74. The Owner agrees and acknowledges that prior to final approval the final engineering design(s) may result in variations to the road and lotting pattern, number of lots, distribution of unit types, and conditions of approval, subject to the satisfaction of the Town and other relevant approval authorities and pursuant to the requirements of the Planning Act.
75. Prior to final approval, the Owner shall re-zone the subject lands to apply a Holding (H) symbol for Lots 4-6 located on “Street C” due to the inability to service the lands with snow clearing and garbage collection. The Holding (H) symbol is to remain in place until such time as either a cul-de-sac or turnaround is constructed on Lot 7 to provide sufficient access to these lots to the satisfaction of the County and Town, or “Street C” has been extended and constructed as a municipal right of way beyond the property limits to connect to an adjacent municipal street that is a through road. If a cul-de-sac is constructed on Lot 7, the lot shall be conveyed to the Town at no cost. The Town agrees to convey Lot 7 back to the developer at no cost for residential development should Street “C” ever be connected to a municipal right-of-way to the north. Any future removal of the cul-de-sac and integration with the municipal right of way to the north shall be at the cost of the developer. The final configuration of Street “C” and surrounding lot pattern to be determined prior to final approval.

County of Simcoe – Solid Waste Management

76. The Owner shall agree in the Subdivision Agreement in wording satisfactory to the County of Simcoe and Town, to place an Inhibiting Order with a “No Dealings Restriction” on Lots 4-6 located on “Street C” of the plan of subdivision due to the inability of the County to provide curbside waste collection services to these lots. The No Dealings Restriction is to remain in place until such time as either a temporary cul-de-sac or turnaround is constructed to provide sufficient access to these lots to the satisfaction of the County or “Street C” has been extended and constructed as part of a Town Right of Way beyond the property limits to connect to an adjacent municipal street that is a through road, and the County has confirmed in writing to the Town of Midland that the restriction can be lifted. All costs associated with the preparation, execution and registration of the Inhibiting Order shall be borne by the Owner.

Severn Sound Environmental Association (SSEA)

79. That the Revised Hydrogeological Assessment Report be peer-reviewed by a Professional Geoscientist and/or by Town of Midland Engineering Staff to the satisfaction of the Town Engineer and in accordance with the Town of Midland Engineering Development Design Standards.
80. The relocation of any watercourse to be to the satisfaction of the Town, as informed by the SSEA.
81. The Owner shall provide a maintenance plan for all LID features, to ensure they continue to function as specified.
82. The Owner shall retain the services of a qualified fisheries ecologist/biologist to evaluate drainage features of the subject lands to establish permitting requirements in accordance with DFO’s Project Near Water review process to the satisfaction of the Town Engineer.
83. The Owner shall be responsible to notify DFO if they have caused, or are about to cause, the death of fish by means other than fishing and/or the harmful alteration, disruption or destruction of fish habitat. Notifications should be directed to <http://www.dfo-mpo.gc.ca/pnw-ppe/contact-eng.html>.

Utilities

84. That the Owner co-ordinate the preparation of an overall utility distribution plan to the satisfaction of all affected authorities, including the Town.
85. The Owner shall covenant and agree in the subdivision agreement that hydroelectric, telephone, gas and television cable services, and any other forms of telecommunication services shall be constructed at no cost to the Town as underground facilities within the public road allowances or within appropriate easements as approved on the Composite Utility Plan, to the satisfaction of the Town and authorized agencies and utilities.
86. The Owner shall covenant and agree in the subdivision agreement or agreements to enter into any agreement or agreements required by any applicable utility companies, including Newmarket Tay Hydro (Midland Power Utility Corporation), Enbridge Gas Inc., telecommunications companies, etc.
87. The Owner shall covenant and agree in the subdivision agreement to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the Town in consultation with Canada Post, and that where such facilities are to be located within the public right-of-way they shall be approved on the Composite Utility Plan and be in accordance with the Town standards

or alternative standards as determined by the Town.

88. Standard Community Mailbox installations are to be done by Canada Post at locations approved by the Town and Canada Post. Such locations will be shown on the Composite Utility Plan generally in locations that minimize impacts on traffic and reduce amenity impacts and inconvenience for nearby properties. Should the Owner propose an enhanced Community Mailbox installation, any costs over and above the standard installation shall be borne by the Owner and be subject to approval of the Town in consultation with Canada Post.

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 (MD-T-0108).
2. We suggest that you make yourself aware of Section 144 of the Land Titles Act, and subsection 78(10) of the Registry Act.
3. 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).
4. It is required that the Owner 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. 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).
6. All measurements in Subdivision and Condominium final plans must be presented in metric units
7. For the Owner's information, easements required for utility or drainage purposes should be granted to the appropriate authority.
8. All Deeds to be conveyed must be free and clear of encumbrances.
9. The Town of Midland requires all engineering drawings to be submitted in AutoCAD and Adobe formats as well as a hard copy. The County of Simcoe has specific requirements from the submission to digital drawings. Contact the County of Simcoe for additional information.
10. Clearances are required from the following agencies:

NT Power
590 Steven Court
Newmarket, ON L3Y 6Z2
Phone: (705) 526-9361 Fax: (905) 895-8931

Canada Post
525 Dominion Avenue
Midland, Ontario
L4R 1R2

Communications Service Provider (telephone, etc.) As per the Development Agreement.

11. If agency conditions concern conditions of the Subdivision Agreement, a copy of the Agreement should be sent to them. This will expedite clearance.
12. Please be advised that the approval of this Draft Plan will lapse on the date noted at the top of Page 1. This approval may be extended pursuant to subsection 51(33) of the Planning Act, but no extension can be granted once the approval has lapsed. If final approval is not given to this Plan, within three years of the approval date, and no extensions have been granted, draft approval will lapse under subsection 51(32) of the Planning Act, R.S.O. 1996 as amended. If the owner wishes to request an extension to draft approval, an explanation, together with a Planning Report setting out how the Plan still conforms to the planning control documents in place along with any required fees, must be received a minimum of 90 days prior to the lapsing date. Please note that an updated review of the plan, and revision of the conditions of approval, may be necessary if an extension is granted.

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

Dated this 6th day of December, 2023.

Steven Farquharson, BURPL, MCIP, RPP
Executive Director, Community and Growth
Town of Midland