



A People Place, A Change of Pace
SHELBURNE
ONTARIO, CANADA

Meeting Date: Monday, June 28, 2021

To: Mayor Mills and Members of Council

From: **Steve Wever, Town Planner**

Report: P2021-27

Subject: **DPS 18/01 – Shelburne 89
Developments Limited (Fieldgate -
Emerald Crossing) – Final Approval –
900 Main St. E.**

Recommendation

Be it Resolved that Council of the Town of Shelburne receives Report P2021-27 regarding final approval of the Shelburne 89 Developments Limited (Fieldgate – Emerald Crossing) Plan of Subdivision; and

That Council authorizes final approval of the Shelburne 89 Developments Limited (Fieldgate – Emerald Crossing) Plan of Subdivision, File Number DPS 18/01, under Section 51 of the Planning Act and directs the Clerk to sign the Municipal Approval on the Plan of Subdivision M-Plan prepared by J.D. Barnes Limited, dated June 24, 2021 and certified by the owner and surveyor, entitled "PLAN OF SUBDIVISION OF THE WEST HALF OF LOT 1 CONCESSION 1, (OLD SURVEY) GEOGRAPHIC TOWNSHIP OF MELANCTHON NOW IN THE TOWN OF SHEBLURNE, COUNTY OF DUFFERIN", and to have copies of the approved Plan of Subdivision forwarded to the Land Registry Office for registration, upon execution of the Subdivision Agreement and the Clerk's receipt of the following clearance letters:

- Nottawasaga Valley Conservation Authority;
- Hydro One.

Background

The purpose of this report is to review the conditions of draft plan approval that were approved in a previous report to Council (P2019-30) on November 11, 2010; and further amended in a Draft Plan Redline Revision approved on September 21, 2020 (P2020-13) and how those conditions have been satisfied to grant final approval to the plan of subdivision. Details of the subject land, the draft plan of subdivision application and related zoning application are summarized in previous reports received by Council including public meeting report and presentation on April 18, 2018, and Report 2019-29 received on October 28, 2019.

The subject property is located on the east side of Shelburne in the north-east quadrant of the intersection of Highway 10/89 and County Road 124. The subject land has frontage of approximately 882 metres on Highway 10/89 and 494 metres on County Road 124. The total land area of the property is approximately 38.4 hectares (95 acres). The property is municipally known as 900 Main Street East and legally described as Part of the West Half of Lot 1, Concession 1, Old Survey (formerly in the Geographic Township of Melancthon), Town of Shelburne, County of Dufferin (the "Site"). No existing building or structures are located on the Site.

Consistent with the approved revised Draft Plan, the final Plan of Subdivision for registration includes blocks for residential lots and blocks for 257 residential units including a mix of single detached and street fronting townhouses; one block proposed for future development of a medium to high density residential development which may include commercial uses; two blocks proposed for commercial development; additional blocks for stormwater management, parkland, natural heritage features (woodlot, watercourse, buffer); and related roads. The final M-Plan proposed for registration show the proposed lotting for a total of 205 single detached lots and blocks for street fronting townhouse for a total of 52 units. This is within the maximum total of 257 units and the number of units by dwelling permitted in accordance with the approved Draft Plan and for which servicing has been allocated.

The owner has entered into a pre-servicing agreement with the Town for site servicing and grading works. A Subdivision Agreement has also been authorized by Council but has not been fully executed. Staff are in the process of finalizing remaining details within the Subdivision Agreement for execution, which is required prior to final approval and registration of the M-Plan. Further details regarding the Subdivision Agreement were recently provided to Council via Report P2021-17 received on May 31, 2021.

Analysis

Conditions of Approval

The 36 Conditions of Approval have been satisfied as follows:

1. The final Plan of Subdivision is for 257 residential lots/units and conforms to the draft approved plan as revised in September 2020.
2. The Owner shall satisfy all the requirements of the Town and shall enter into a Subdivision Agreement concerning but not limited to the following:
 - i. Development charges will be paid at Municipal Approval of building permits, in accordance with the Development Charges By-law.
 - ii. All lots and blocks for development to be serviced with full municipal sewage and water services installed by the Owner.
 - iii. The Owner has obtained the required Ministry of Environment, Conservation and Parks (MECP) approvals for the related infrastructure.
 - iv. Detailed lot grading, erosion and sediment control, landscaping and stormwater management plans have been provided by the Owner, with a final submission received on June 8, 2021. Individual lot grading plans are required for Municipal Approval prior to building permit, as per the Subdivision Agreement.
 - v. The required street lighting, sidewalks and tree plantings are shown on the approved engineering and landscape drawings and will be installed by the Owner as per the Subdivision Agreement.
 - vi. The Subdivision Agreement includes the requirements for the Owner to create, register and convey easements to the appropriate authorities as required for utilities, drainage and servicing.
 - vii. The Subdivision Agreement includes the requirements for the Owner to prepare and obtain approval of utility plans. The Owner is in the process of obtaining final clearance from Hydro One, which will be required prior to final approval of the M-Plan.
 - viii. The Subdivision Agreement includes the requirements for the Owner to prepare and obtain approval of utility plans of appropriate conditions as required by all utilities including Bell, Rogers, Hydro One and Enbridge for the dwelling units in the subdivision.

- ix. Fencing requirements are included in the Subdivision Agreement and shown on the landscape plans for the development.
 - x. The Owner has posted securities required in accordance with the Pre-servicing Agreement, and the Subdivision Agreement includes the requirements for additional securities for the site works and external works, to ensure satisfactory completion of the development.
 - xi. The Subdivision Agreement has included provisions that a detailed development Phasing Plan be submitted to the satisfaction of the Town and must be reflected in all required reports.
 - xii. The Pre-servicing and Subdivision Agreements establish the requirements to provide and maintain construction access in an approved location and requirements measures to control and mitigate potential construction impacts such as erosion, sediment, noise, dust, odour, waste and vehicles/equipment.
3. An Environmental Opinion has been prepared by Golder and Associates dated March 9, 2021 with an appending report entitled Summary of the Construction Monitoring and Testing of the Engineered Fill dated February 12, 2020. This information was accepted by the Town Engineer on April 27, 2021.
4. The Subdivision Agreement includes requirements for the completion of the following works external to the development:
- i. Roadway and intersection design and construction for required intersections and roadway improvements on Highway 10/89 and Dufferin County Roads 11 and 124 including:
 - a) The Subdivision Agreement has included provisions that a new unsignalized intersection at Anishinaabe Drive and County Road 124 and the related roadway improvements recommended in related reports be completed at the cost of the Owner and to the satisfaction of the MTO, the County and Town.
 - b) The Subdivision Agreement has included provisions that the new signalized intersection at Ojibway Road and Highway 10/89 and the related roadway improvements on Highway 10/89 in accordance with the required Environmental Assessment (EA) and detailed design by the Owner, to the satisfaction of the MTO and the Town. The Subdivision

Agreement has provisions that the Owner shall enter into an agreement with the Town regarding Development Charges funding for a portion of the improvement costs.

- ii. The Subdivision Agreement has included provisions for the installation of a sidewalk or other hard surface walkway having a minimum width of 1.5 metres along the east side of County Road 124 from Anishinaabe Drive to the north-east corner of the intersection of Highway 10/89 and County Road 124 to the satisfaction of the MTO, the County and Town. The Owner shall enter into an agreement with the Town regarding Development charges funding for a portion of the sidewalk/walkway cost.
- iii. The Subdivision Agreement has included provisions for the installation of a sidewalk along the north side of Highway 10/89 from Ojibway Road to the north-east corner of the intersection of Highway 10/89 and County Road 124 to the satisfaction of the MTO and the Town. The Owner shall enter into an agreement with the Town regarding Development Charges funding for a portion of the sidewalk cost.
- iv. The Subdivision Agreement has included provisions for the installation of a sidewalk along the west side of County Road 11 from the southwest corner of the intersection of Highway 10/89 and County Road 11 connection to the existing sidewalk on the north side of School Road, to the satisfaction of the County and Town. The Owner shall enter into an agreement with the Town regarding Development Charges funding for a portion of the sidewalk cost.
- v. The Subdivision Agreement has included provisions for the installation of a sanitary forcemain from the west limit of the Subject Lands to connect to the existing sanitary sewer system including all associated road improvements and restoration of disturbed areas and upsizing/replacement of existing sanitary sewers as required to convey wastewater flows from the development to the Town's WPCP, at the cost of the Owner and to the satisfaction of the Town.
- vi. The Subdivision Agreement has included provisions for all other water, sanitary sewer, storm sewer/drainage, road, utility, landscape and other improvement and service connections required external to the property in order to service the Plan, all at the cost of the Owner and to the satisfaction of the Town.

5. The Subdivision Agreement includes provisions that the Owner shall enter into a Development Charges Funding Agreement with the Town for Development Charges funding of a portion of the costs of the external works.
- i. The Subdivision Agreement has included provisions that the Owner shall provide such information as required by the Town for any request or claim made by the Owner to have any portion of the costs funded by Development Charges in the form of credits or reimbursement.
 - ii. The Subdivision Agreement has included provisions that such funding shall be limited to the amount eligible for Development Charges funding as determined by the Town through a detailed Development Charge Background Study analysis, informed by current capital works plans.
 - iii. The Subdivision Agreement has included provisions that, if no request or claim is made by the Owner or no agreement is reached on the amounts eligible for Development Charges funding, the Owner shall be responsible for the full cost of the external works.
 - iv. The Subdivision Agreement has included provisions that, if a portion of the cost is funded by Development Charges, the Owner shall be responsible for the remaining cost.
 - v. The Subdivision Agreement has included provisions that the Town's consideration of Development Charges funding for the cost of installing the required sidewalks/walkways external to the development shall be limited to those sidewalks/walkways that do not adjoin any boundary of the subject land and the cost of the remaining part along the boundaries of the subject land shall be the Owner's responsibility.
 - vi. The Subdivision Agreement has included provisions the best efforts will be made by the Town and the Owner to reach an agreement regarding Development Charges funding for eligible external capital works.
6. The Subdivision Agreement has included provisions that the Owner dedicate Block 219 (parkland) on the Plan, to the satisfaction of the Town Solicitor. The Subdivision Agreement also states that the dedication of Block 219 is partial satisfaction of the Owner's obligations under Section 51.1 of the Planning Act and the Owner shall satisfy the

remainder of its obligations under Section 51.1 of the Planning Act by making a payment of \$195,000.00 to the Town.

- i. The Subdivision Agreement has included provisions that the area permitted to be used for a pumping station and associated functional areas (operations-related parking, driveway, wet well and other exterior functional areas are not included as parkland area for the purposes of satisfying the Owner's obligations under Section 51.1 of the Planning Act
- ii. The Subdivision Agreement has included provisions that public washrooms shall be included as part of the pumping station building and shall be designed and constructed by the Owner to the satisfaction of the Town.
- iii. The Subdivision Agreement has included provisions that a portion of Block 219 dedicated to public washrooms to service the park is included as parkland area for the purposes of satisfying the Owner's obligations under Section 51.1 of the Planning Act.
- iv. The Subdivision Agreement has included provisions that the Owner shall provide such information as may be required by the Town for any request or claim made by the Owner to have any portion of the costs related to the design and construction of the public washrooms funded by Development Charges in the form of credits or reimbursement, and such funding shall be limited to the amount eligible for Development Charges funding as determined by the Town.
- v. The Subdivision Agreement has included provisions that if no request or claim is made or no funding agreement is reached that the Owner shall be responsible for the full cost of the public washrooms. Best efforts will be made by the Town and the Owner to reach an agreement regarding Development Charges funding.
- vi. The Subdivision Agreement has included provisions that if a portion of the cost of the public washrooms is funded by Development Charges pursuant to paragraph 17(c)(iv) the Owner shall be responsible for the remaining cost.
- vii. The Subdivision Agreement has included provisions that if the Owner does not obtain the Town's approval of final plans for the design and construction of public washrooms by the Owner, the Owner shall obtain the Town's approval of an alternative location for the sanitary pumping station outside of Block 219.

- viii. The Subdivision Agreement has included provisions that the Owner is required to design and construct the park block in accordance with the approved landscape drawings.
7. The Subdivision Agreement has included provisions that the Owner shall dedicate, gratuitously to the Town, free and clear of any encumbrances, Blocks 220 to 224 (inclusive) on the Plan (natural heritage features and associated buffers, linkages and vistas).
- i. The Subdivision Agreement has included provisions that the Owner shall ensure an acceptable natural state is provided, in order to protect the viability of Blocks 220 to 224 (inclusive) to the satisfaction of the Town including 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.
 - ii. The Subdivision Agreement has included provisions that the Owner shall delineate the limits of Blocks 220 to 224 (inclusive) to the satisfaction of the Town and in accordance with the approved engineering drawings.
 - iii. The Subdivision Agreement has included provisions that the development and residential lots shall not impact or encroach onto the land within Blocks 220 to 224 (inclusive) with grading or any building and/or structure such as but not limited to private fences, retaining walls, poles, composters, children's play structures, landscape features, except required grading for the development as shown on the Master Grading Plan.
 - iv. The Subdivision Agreement has included provisions that the Owner shall include in all purchase agreements for Lots and Blocks adjoining any of Blocks 220 to 224 (inclusive) a notice to purchasers that unauthorized public access to Blocks 220 to 224 (inclusive) is prohibited except for potential future public trails approved by the Town.
 - v. The Subdivision Agreement has included provisions that the Owner shall provide fencing, landscaping and signage as required by the Town and in accordance with the approved engineering drawings.
 - vi. The Subdivision Agreement has included provisions that the Owner shall prepare and distribute a brochure to new home

purchasers which provides information about the natural heritage features in Blocks 220 to 224 (inclusive) along with advice about how landowners can be good neighbours to and stewards of these areas, to the satisfaction of the Town.

8. The Subdivision Agreement has included provisions that the Owner shall dedicate gratuitously to the Town, free and clear of any encumbrances, Block 218 on the Plan (stormwater management facility), and agrees to dedicate gratuitously any additional required access and/or drainage easements to the satisfaction of the Town and any such dedications shall be to the satisfaction of the Town Solicitor.
 - i. The Subdivision Agreement has included provisions that the Owner shall construct a continuous 2.0 metre wide pathway surfaced with asphalt connecting from the sidewalk on the south side of Red Elm Road to the sidewalk on the south side of Black Cherry Crescent.
 - ii. The Subdivision Agreement has included provisions that the Owner shall construct landscaping, fencing and regulatory signage.
9. The Subdivision Agreement has included provisions that the road allowances in the Plan shall be shown and dedicated gratuitously as public highways by the Owner to the Town by certificate on the Plan.
10. The Subdivision Agreement has included provisions that the Owner agrees to have prepared, by a qualified Consulting Engineer the following reports, and to implement the related recommendations:
 - i. A Subsurface Investigation Report;
 - ii. Recommendations of the Environmental Noise Feasibility Study – Highway 10/89 and County Road 124 prepared by Valcoustics Canada Ltd. and dated December 13, 2017, or a final revised version of the Noise Feasibility Study as approved by the Town.
 - iii. Recommendations of the *Environmental Impact Study* prepared by Golder Associates Ltd., dated June 2019, and any amendments or modifications thereto approved by the Town and NVCA.
 - iv. Recommendations of the *Functional Servicing and Stormwater Management Report* prepared by Husson Engineering and Management and dated October 2019 and the related drawings,

or a final revised version of the Functional Servicing and Stormwater Management Report as approved by the Town.

- v. Recommendations of the Traffic Impact Study Proposed Mixed-Use Subdivision, Part of West Half of Lot 1, Concession 1, Town of Shelburne dated January 2017 and the associated Traffic Impact Conformance Memorandum dated June 26, 2019 and the associated Pedestrian Movements and Infrastructure/Crossing Needs Memorandum dated November 4, 2019, all prepared by Cole Engineering Group Ltd., or the final version of these reports as approved by the Ministry of Transportation, the County of Dufferin and the Town.
- 11. Zoning By-law No. 72-2019 was approved on December 2, 2019 for the Subject Property.
 - 12. The Subdivision Agreement has included Urban Design Guidelines as contained in Schedule "K" of the Agreement.
 - 13. The Subdivision Agreement has included provisions that the Town shall be advised by the NVCA that the Owner prepare and carry out the recommendations of the following reports:
 - i. A detailed Stormwater Management Report;
 - ii. An Erosion Control Plan;
 - iii. A detailed Grading Plan;
 - iv. A detailed Geotechnical Report for the stormwater facilities;
 - v. Detailed enhancement and restoration plan(s) for buffer areas for environmental Blocks 220, 221 and 224;
 - vi. A detailed implementation and monitoring report for the vegetation offsetting plan(s)
 - vii. A detailed landscape planting plan(s) for the stormwater management pond block;
 - 14. The Subdivision Agreement has included provisions that the Owner agrees to revise the draft plan in order to meet the stormwater management requirements including provision for a larger stormwater pond block (if necessary) to the satisfaction of NVCA and the Town.
 - 15. The Subdivision Agreement has included provisions that the Owner shall engage a qualified professional to certify in writing that the works were constructed in accordance with the plans, reports and specifications, as approved by the NVCA.

16. The Subdivision Agreement has included provisions that prior to the registration of the plan, and any site grading and servicing, that all sediment and erosion control measures will be in place and all major stormwater management facilities must be in place prior to the creation of impervious areas such as roads and buildings.
17. The Subdivision Agreement has included provisions that the Owner shall engage a qualified professional to certify in writing that the works were constructed in accordance with the plans, reports and specifications, as approved by the NVCA.
18. The Subdivision Agreement has included provisions that the Owner agrees to dedicate gratuitously any additional required access and/or drainage easements for the stormwater management facility.
19. The Subdivision Agreement has included provisions that the Owner shall agree in the Subdivision Agreement to dedicate Blocks 220 to 224 inclusive to the Town for protected natural heritage features and associated buffers, linkages, and vistas.
20. The Owner has obtained the necessary NVCA permit 2020-16824 received September 17, 2020 and is valid through September 17, 2022.
21. The Owner notified the NVCA in December 2019 through a copy of the passed zoning by-law including its text and schedule that the Regulatory Floodplain and the storm water management facilities have been restrictively zoned.
22. The Subdivision Agreement has included provisions that the Owner agrees to prepare an 'Owner Awareness Package' by Golder Associates Ltd., dated June 2019, to the satisfaction of the NVCA and the Town. This is in progress.
23. The Subdivision Agreement has included provisions 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 MTO and the Town, until the Town grants Final Acceptance of the subdivision and assumes maintenance and operations responsibilities for the stormwater management facility.
24. The Subdivision Agreement has included the provisions requested by the Upper Grand District School Board.

25. The Subdivision Agreement has included the provisions that the Owner is to erect and maintain information signs to the Dufferin-Peel Catholic District School Board's specification.
26. The Subdivision Agreement has included provisions that the Owner include warning clauses in all Offers of Purchase and Sale of residential units as required by the Dufferin-Peel Catholic District School Board.
27. The Subdivision Agreement has included the provisions to include the requirements of Canada Post.
28. The Subdivision Agreement has included the provisions that the Owner will provide all easements required to service the development and any future adjacent developments; and will provide all easements to Enbridge Gas at no cost.
29. The Owner has obtained clearance letters from Rogers Communications and Bell Canada. At the time of writing this report, Hydro One clearance was still pending.
30. The clearance letter from Nottawasaga Valley Conservation Authority for Conditions 13 to 22 was requested on March 17, 2021 and is pending final execution of the Subdivision Agreement.
31. The Ministry of Transportation clearance letter for Condition 23 was obtained on June 21, 2021.
32. The Upper Grand District School Board clearance letter for Condition 24 was obtained in April 2021.
33. The Dufferin-Peel Catholic District School Board clearance letter for Conditions 25 and 25 was obtained in April 2021.
34. The Canada Post clearance letter for Condition 27 was obtained in April 2021.
35. The Enbridge Gas Distribution Ltd. clearance letter for Condition 28 was obtained on May 14, 2021.
36. The clearance from a communications/telecommunications provider for Condition 29 was obtained in April 2021.

At the time of writing this report, clearances have not yet been received from the NVCA and Hydro One. It is anticipated that these clearances will be received by the Town very soon. To facilitate final approval of the plan, it is

recommended that Council authorize the Clerk to sign the Municipal Approval of the final Plan of Subdivision upon receiving confirmation of the remaining agency clearances and following final execution of the Subdivision Agreement.

Hydro One has identified the need for a small area of land to be dedicated to Hydro One in the north-west corner of Block 222, for the purposes of hydro transformers. At the time of preparation of this report, staff and the owner are awaiting the final details of the block dimensions from Hydro One as well as the expected timing of the conveyance. Provisions will be added to the subdivision agreement prior to require the dedication of the required land area to Hydro One prior to conveyance of the remainder of Block 222 to the Town, and subject to the approvals of the County for entrance from County Road 124 and of the NVCA for any site alteration within the NVCA regulated area.

Financial Impact

The developer is responsible for the cost of the development and related approvals and maintenance of all works installed during the maintenance period, which generally runs for 2 years for most services or until final acceptance by the Town, whichever is longer. Final approval of the Plan of Subdivision is required for registration of the lots and blocks in the plan which will create additional assessment.

The Pre-servicing and Subdivision Agreements also require the developer to post financial securities with the Town to secure the performance and maintenance of the services and other works to be constructed. Town deposits, fees and charges are also set out in the agreements and include Development Charges, lot grading deposits and lot fees, and other administrative fees to cover the Town's costs for processing, administering and reviewing development matters for this subdivision.

Development Charges will be paid by the developer for each building permit. As set out in the conditions of approval and the Subdivision Agreement, some of the road-related improvements external to the site are eligible for partial cost recovery and funding through Development Charges via the area-rated East Area DC, and the developer may also request DC funding for the park washrooms. The area-rated Development Charges established for the East Area via Development Charges By-law 21-2020 enacted by Council remain under appeal by Shelburne 89 Developments and the resolution of that appeal may impact the eligibility, amount and timing of any DC credits or reimbursement for the external roadworks constructed by the owner.

Policies & Implications (if any) Affecting Proposal

Town of Shelburne Official Plan
Town of Shelburne Zoning By-law 38-2007

Consultation and Communications

Agency and public notification and consultation was completed for the draft plan and zoning approvals, in accordance with the Planning Act. The owner has obtained the required agency clearances, with exception to the NVCA and Hydro One clearances which the owner anticipates will be forthcoming soon.

Council Strategic Priorities

Council's Strategic Priorities has three Goals - Sustainable, Engaged and Livable. There are a total of 12 targets with the three Goals.

This report aligns with the Sustainable Goals within the Target:

- T4 Promote balanced growth

Supporting Documentation

Final Plan of Subdivision M-Plan
Agency clearances received to date

Respectfully Submitted:

Valerie Schmidt, Planner

Steve Wever, Town Planner

Reviewed by:

Denyse Morrissey, CAO

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF BATHURST (No. 7) AT ----- O'CLOCK ON ----- DAY OF ----- 2031 AND ENTERED IN THE PARCEL REGISTER FOR PROPERTY IDENTIFIER 34129-0124 AND THE REQUIRED COMMENTS ARE ----- REGISTERED AS PLAIN DOCUMENT No. -----

REPRESENTATIVE FOR THE LAND REGISTRY FOR THE LAND TITLES DIVISION OF BATHURST (No. 7)

PLAN OF SUBDIVISION OF
THE WEST HALF
OF CONCESSION 1, (OLD SURVEY)
BEING THE
TOWNSHIP OF MELANCTHON
COUNTY OF SHELBOURNE
COUNTY OF DUFFERIN

D. BARNES LIMITED



THE ABOVE INFORMATION WAS OBTAINED FROM THE RECORDS OF THE BUREAU OF LAND MANAGEMENT, U.S. DEPARTMENT OF THE INTERIOR, WASHINGTON, D.C. 20250. THE INFORMATION WAS OBTAINED FROM THE RECORDS OF THE BUREAU OF LAND MANAGEMENT, U.S. DEPARTMENT OF THE INTERIOR, WASHINGTON, D.C. 20250. THE INFORMATION WAS OBTAINED FROM THE RECORDS OF THE BUREAU OF LAND MANAGEMENT, U.S. DEPARTMENT OF THE INTERIOR, WASHINGTON, D.C. 20250.

INTEGRATION DATA	
REMOVED REFERENCE POINTS (NONE)	UTM ZONE 11, NAD83 (2011/10)
ADDITIONAL REFERENCE POINTS (NONE)	ADDITIONAL REFERENCE POINTS (NONE)
COORDINATES TO UTM/ARC SECTION 14 (12) OF 0.005 20/10	COORDINATES TO UTM/ARC SECTION 14 (12) OF 0.005 20/10
POINT A	EASTING
584 504.07	NORTHING
4 800 983.64	
584 596.81	
4 800 982.67	
585 577.23	
4 800 980.48	

[illegible]

THE ALUMINUM RO DEVELOPMENTS LIMITED

AUTHORIZED SIGNING OFFICER

[illegible]

THIS FINAL PLAN OF SUBDIVISION IS APPROVED UNDER SECTION 54 OF THE PLANNING ACT, R.S.O. 1990, c.P13 (43) AMENDS.

QUESTIONS

THE SURVEY WAS COMPLETED ON



J.D.BARNES
L I M I T E D
I A R I N F O R M A T I O N S P E C I A L I S T S
S U R V E Y I N G
M A P P I N G
Q I D



ORIGINAL ROAD ALLOWANCE BETWEEN TOWNSHIPS OF MELANCTHON AND AMARANTH

NAME	DATE	CLASS	REMARKS
1	1999-01-01	1999-01-01	1999-01-01
2	1999-01-02	1999-01-02	1999-01-02
3	1999-01-03	1999-01-03	1999-01-03
4	1999-01-04	1999-01-04	1999-01-04
5	1999-01-05	1999-01-05	1999-01-05
6	1999-01-06	1999-01-06	1999-01-06
7	1999-01-07	1999-01-07	1999-01-07
8	1999-01-08	1999-01-08	1999-01-08
9	1999-01-09	1999-01-09	1999-01-09
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67	1999-03-07	1999-03-07	1999-03-07
68	1999-03-08	1999-03-08	1999-03-08
69	1999-03-09	1999-03-09	1999-03-09
70	1999-03-10	1999-03-10	1999-03-10

April 19th, 2021

Steve Wever
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Town of Shelburne
203 Main Street East, Box 69
Shelburne, ON L9V 3K7

**Re: Clearance for Registration
Shelburne 89 Developments Limited
Draft Plan DPS #18-01 - Town of Shelburne**

Attention:

Rogers Communications ("**Rogers**") has reviewed the application for the above mentioned Draft Plan. Rogers Communications is satisfied that the specific Conditions of Draft Plan DPS #18-01 - Town of Shelburne has been satisfied and have no objections to the final approval of the plan for registration. Rogers Communications has determined that it intends to provide cable and telecommunications services. Should you require further information or have any questions, please do not hesitate to contact me at 905-436-4167.

Sincerely,

Andrew Cutler
System Planner

Outside Plant Engineering
1 Sperling Drive, P.O. Box 8500
Barrie, ON L4M 6B8

andrew.cutler@rci.rogers.com
m (705)796-4091

From: circulations@wsp.com
Sent: Tuesday, April 20, 2021 9:01 AM
To: Steve Wever
Cc: planninganddevelopment
Subject: [EXT]Request for Clearance for Fieldgate Developments; NE corner of Hwy 89 and County Rd 124; Your File No. 18-01

2021-04-20

Steve Wever

**Shelburne
Dufferin County, Ontario, L9V 3K7**

Attention: Steve Wever

Re: Request for Clearance for Fieldgate Developments; NE corner of Hwy 89 and County Rd 124; Your File No. 18-01;
Your File No. DPS 18/01

Our File No. 81810

Dear Sir/Madam,

Please be advised that the Owner has satisfied Bell Canada's condition(s) relating to the provision of communication/telecommunication infrastructure for the above noted file.

Please note that WSP operates Bell's development tracking system, which includes the intake of municipal circulations. WSP is mandated to notify Bell when a municipal request for comments or for information, such as a request for clearance, has been received. All responses to these municipal circulations are generated by Bell, but submitted by WSP on Bell's behalf. WSP is not responsible for Bell's responses and for any of the content herein.

If you believe that these comments have been sent to you in error or have questions regarding Bell's protocols for responding to municipal circulations and enquiries, please contact planninganddevelopment@bell.ca

Should you have any questions, please contact the undersigned.

Yours truly,

Ryan Courville
Manager - Planning and Development
Network Provisioning
Email: planninganddevelopment@bell.ca

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Ministry of Transportation

West Operations Branch
Corridor Management Section
West

659 Exeter Road
London, Ontario N6E 1L3
Telephone: (226) 984-7471
Facsimile: (519) 873-4228

Ministère des Transports

Bureau du génie
Section de la gestion des couloirs routiers
de l'Ouest

659, chemin Exeter
London (Ontario) N6E 1L3
Téléphone: (226) 984-7471
Télécopieur: (519) 873-4228



June 21, 2021

Mara Samardzic
Fieldgate Developments

Application: Shelburne 89 Developments Ltd

The Ministry of Transportation (MTO) has completed its review of the above noted development application and the subdivision agreement. The application has been considered and reviewed in accordance with the requirements of our highway access policies and the *Public Transportation and Highway Improvement Act*. The following outline our comments:

Construction of the new signalized intersection at Street B and Highway 10/89 is complete and have received substantial completion and are currently in the one year warranty period. As a result of this MTO can clear condition 4 of the Draft Subdivision agreement.

MTO has reviewed wording in the subdivision agreement and is satisfied that draft condition 23 is addressed by the Town taking ownership and being responsible for the continued maintenance of the Storm Water Management facility.

4. That the Subdivision Agreement between the Owner and the Town shall require the completion of the following works external to the development:

i. Roadway and intersection design and construction for required intersections and roadway improvements on Highway 10/89 and Dufferin County Roads 11 and 124 including:

b) The proposed new signalized intersection at Street B and Highway 10/89 and the related roadway improvements on Highway 10/89 in accordance with the required Environmental Assessment (EA) and detailed design to be completed by the Owner, to the satisfaction of the Ministry of Transportation and the Town. The Owner shall enter into an agreement with the Town regarding Development Charges funding, pursuant to Condition #5.

ii. Installation of a sidewalk or other hard surface walkway having a minimum width of 1.5 metres along the east side of County Road 124 from Street A to the north-east corner of the intersection of Highway 10/89 and County Road 124, to the satisfaction of the Ministry of Transportation, the County of Dufferin and the Town. The Owner shall enter into an agreement with the Town regarding Development Charges funding for a portion of the sidewalk/walkway cost, pursuant to Condition #5.

iii. Installation of a sidewalk along the north side of Highway 10/89 from Street B to a point no further south than the north-east corner of the intersection of Highway 10/89 and County Road

124, to the satisfaction of the Ministry of Transportation and the Town. The Owner shall enter into an agreement with the Town regarding Development Charges funding for a portion of the sidewalk cost, pursuant to Condition #5.

23. That the Owner shall agree in the Subdivision Agreement in wording acceptable to the Ministry of Transportation, 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 Ministry of Transportation and the Town, until the Town grants final acceptance of the subdivision and assumes maintenance and operations responsibilities for the stormwater management facility.

Please feel free to contact me for further clarity, information or discussion.

Yours truly,

A handwritten signature in dark ink, appearing to read 'M. Leyten', with a stylized flourish at the end.

Martin Leyten
Corridor Management Planner
Corridor Management Office, West Region



12 April 2021

PLN: 21-021

File Code: R14

Steve Wever
Town Planner
Town of Shelburne
203 Main Street East, Box 69
Shelburne, ON L9V 3K7

Dear Mr. Wever;

**Re: Clearance of Conditions – DPS 18-01
Fieldgate Developments, Shelburne**

This letter confirms that Conditions of Draft Approval #2 xi) and #24, i) to ix), for the above noted Draft Plan of Subdivision have been addressed to the satisfaction of the Upper Grand District School Board as follows:

2. THAT the Owner shall satisfy all of the requirements of the Town of Shelburne ("Town") with respect to the draft plan of subdivision and shall enter into a Subdivision Agreement with the Town, to be registered against the lands to address the requirements, financial and otherwise, of the Town concerning the provision of roads, installation of services, grading and drainage, and to include but not be limited to:

- xi) The order/phasing and timing of construction and site servicing to facilitate the development of the commercial land uses in Blocks 216 and 217 in the first phase of building construction in accordance with an approved Site Plan for the commercial blocks and prior to or concurrent with any residential building construction. The Subdivision Agreement phasing provisions may require the Owner to obtain final acceptance of Streets A and B prior to or concurrent with the first phase of residential building occupancies in order to provide a satisfactory route and pick-up/drop-off location for school buses, and that the Owner maintain Streets A and B until final acceptance of all other streets in the development, as determined by the Town in consultation with the Upper Grand District School Board.

The applicant has provided a copy of the Subdivision Agreement. Clause 70, provision b), as well as Clauses 87 and 88 address this requirement.

24. THAT, before final approval, the Owner shall agree in the Subdivision Agreement in wording acceptable to the Upper Grand District School Board, to undertake the following:

- i) Provide the Education Development Charges prior to the issuance of a building permit

The applicant has provided a copy of the Subdivision Agreement. Clause 4, provision o) in the "Execution and Registration" section addresses this requirement.

- ii) Provide a digital file of the plan of subdivision in either ARC/INFO export or DXF format containing parcel fabric and street network

The applicant has provided a copy of the Subdivision Agreement. Clause 142, provision e) in the "As Constructed" Drawings section addresses this requirement.

Upper Grand District School Board

• Martha MacNeil; Chair
• Mark Bailey

• Barbara Lustgarten Evoy; Vice-Chair
• Jen Edwards

• Jolly Bedi
• Mike Foley

• Linda Busuttil
• Robin Ross

• Gail Campbell
• Lynn Topping

- iii) Provide adequate sidewalks, lighting and snow removal (on sidewalk and walkways) for the children to walk safely to school or to a designated bus pickup point.

The applicant has provided a copy of the Subdivision Agreement. Clause 120 in the “Street Cleaning” section addresses this requirement.

- iv) Reach an agreement with the Upper Grand District School Board regarding the supply and erection of a sign at the Owner’s cost and according to the Board’s specifications, affixed to the permanent development sign(s) advising prospective residents that students may be directed to schools outside the area

The applicant has provided a copy of the Subdivision Agreement. Clause 25, provision d) confirms the applicant’s acknowledgment of this requirement.

- v) 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 the permanent school is assigned:

“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.”

The applicant has provided a copy of the Subdivision Agreement. Clause 160, provision d) i) in the “Agreements of Purchase and Sale” section includes the required warning clause.

- vi) Advise all purchasers of residential units and/or renter of same, by inserting the following clause in all offers of Purchase and Sale/Lease:

“In order to limit liability, public school buses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up students, and potential busing students will be required to meet the bus at a congregated bus pick-up point.”

The applicant has provided a copy of the Subdivision Agreement. Clause 160, provision d) iii) in the “Agreements of Purchase and Sale” section includes the required warning clause.

- vii) Consider the requirements of Service de transport de Wellington- Dufferin Student Transportation Services (STWDSTS) in the design of improvements to Highway 10/89. The Upper Grand District School Board on behalf of STWDSTS shall be satisfied that school bus operators can safely stop and pickup/drop off future students on Highway 89 and/or County Road 124 prior to the assumption of streets in the subdivision by the Town of Shelburne.

The applicant has provided a copy of the Subdivision Agreement. Clause 70, provision b) in the “Works Outside the Subject Lands” section addresses this requirement.

- viii) Provide sidewalks along Highway 10/89 and County Road 11 and/or County Road 124 and County Road 11, to provide infrastructure that supports active transportation for all future residents and school students.

The applicant has provided a copy of the Subdivision Agreement. Schedule J addresses this requirement with the following statement under description works: "Sidewalks along Highway 10/89, County Road 124 and County Road 11".

- ix) Provide sidewalks or provide for the costs of installing, and maintaining temporary hard surface walkways, including winter maintenance, within the road allowance of Streets A & B to allow children to walk safely to school or to a designated bus pickup point, until such time as a permanent concrete sidewalk is installed on Streets A & B.

The applicant has provided a copy of the Subdivision Agreement. Clause 120 in the "Street Cleaning" section addresses this requirement.

Should you require additional information, please feel free to contact me.

Sincerely,

Upper Grand District School Board



Adam Laranjeiro
Planning Technician
adam.laranjeiro@ugdsb.on.ca

cc – Mara Samardzic, Fieldgate Developments

April 8, 2021

Steve Wever, Town Planner
Town of Shelburne
Planning Department

via email: Planning@shelburne.ca

Dear Steve Wever:

**Re: CLEARANCE FOR REGISTRATION
Draft Plan of Subdivision – DPS #18-01
900 Main Street East
Town of Shelburne**

Pursuant to the Conditions of Draft Approval for the above noted application, please be advised that the applicant has satisfied the following conditions to the satisfaction of the Dufferin-Peel Catholic District School Board:

Condition 25: As agreed in Schedule J of the Subdivision Agreement to meet the signage requirements of DPCDSB.

Condition 26 (i-ii): As agreed in Schedule I of the Subdivision Agreement to include the required clauses in all offers of purchase and sale.

Therefore, the Dufferin-Peel Catholic District School Board has no objection to the further processing of the above noted plan of subdivision.

Yours sincerely,



Joanne Rogers, MCIP, RPP
Senior Planner
Dufferin-Peel Catholic District School Board
905-890-0708, ext. 24299

c: M. Samardzic, Fieldgate Developments



CANADA POST
200-5210 BRADCO BLVD
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CANADAPOST.CA

POSTES CANADA
200-5210 BRADCO BLVD
MISSISSAUGA ON L4W 1G7
POSTESCANADA.CA

June 24, 2021

ATTENTION: Steve Wever- Planner

Re: Clearance of Conditions
DPS # 18-01
Shelburne 89 Developments Limited
Clearance of Condition 27
Town of Shelburne

Please be advised that the applicant for the above mentioned project has made satisfactory arrangements with Canada Post Corporation to facilitate the installation of Centralized Mail through Rear Feed Mailroom for the above referenced plan.

This letter should therefore serve to verify that condition 27 for the above referenced plan has been met to our satisfaction. The Developer has provided a letter of intent for each item.

Should you have any further questions or require any additional information, please contact the undersigned.

Sincerely,

Anna Burdz
Delivery Planner GTA
647-355-3597
anna.burdz@canadapost.ca

May 14, 2021

Steve Weber, MCIP, RPP
Town Planner
Town of Shelburne
Planning & Development Department
203 Main Street East
Shelburne, ON L0N 1S0

Dear Steve,

Re: Draft Plan of Subdivision - Clearance
Shelburne 89 Developments Limited
900 Main Street East
Town of Shelburne
File No.: DPS 18-01

The applicant has made arrangements to complete the draft conditions to the satisfaction of Enbridge Gas Inc.

Easement(s) may be required for the gas piping installation for this development. The applicant will finalize all easement(s) upon registration. Additionally if any portion of the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to the proposed construction, all costs are the responsibility of the applicant.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Casey O'Neil'.

Casey O'Neil
Sr Analyst Municipal Planning
Long Range Distribution Planning

—
ENBRIDGE GAS INC.
TEL: 416-495-5180
500 Consumers Rd. North York, Ontario, M2J 1P8

enbridge.com
Safety. Integrity. Respect.