

**Applicant:** Stonemanor Operating Corp.  
**File No.:** SU-2024-003  
**Municipality:** Township of Springwater  
**Subject Lands:** Block 351, Plan 51M-1065 and 952 Sunnidale Road  
(former geographic Township of Vespra)

**Date of Decision:**  
**Date of Notice:**  
**Last Date of Appeal:**

The Township of Springwater's conditions for final plan approval for registration of this Plan of Subdivision are as follows:

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No.	Conditions
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**General**

1. That this approval applies to the Draft Plan of Subdivision legally described as Block 351, Plan 51M-1065 (Part of Lot 18, Concession 8 (geographic Township of Vespra) and 952 Sunnidale Road, Township of Springwater, County of Simcoe, prepared by Celeste Phillips Planning Inc. dated August 28, 2025 showing the following:
  - ⌚ 31 Single Detached Residential Lots (Lots 1 to 31);
  - ⌚ Stormwater Management Block (Block 32);
  - ⌚ 0.3 m. Reserve (Block 33);
  - ⌚ Road Widening (Block 34);
  - ⌚ Street 'A'.
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 Springwater**

3. That a Subdivision Agreement shall be entered into between the Owner and the Township of Springwater ("Township") in which the Owner agrees to satisfy all of the requirements financial and otherwise, of the Township.
4. That the Township shall confirm that the Subdivision Agreement has been registered by the Township against the lands to which it applies as provided for in the Planning Act, R.S.O. 1990, c. P.13, as amended.
5. That the Owner shall agree in the Subdivision Agreement that Development Charges, processing, and administration fees be paid in accordance with the provisions of the Subdivision Agreement with the Township of Springwater, County of Simcoe and applicable School Board policies and by-laws in effect at the time payment is due.
6. Prior to final approval, the Owner shall provide satisfactory evidence that it is in good standing under the Water Services Agreement dated July 26, 2006 between Snow Valley Planning Corp. and Yorkwood Investments Ltd. as it relates to the provision of water.
7. The Owner/Developer shall acknowledge that draft plan approval does not in itself constitute a commitment by the Township to providing servicing access to the Township's water and sanitary services, as applicable. Plans may proceed to registration provided that there is sufficient residual servicing capacity and capability to service the development.
8. That the Owner shall enter into a Subdivision Agreement and/or other necessary Agreements (such as a Pre-servicing Agreement), satisfactory to the Township or any

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other appropriate authority, as applicable, before any development or site alteration within the plan. These Agreement(s) may deal with matters including but not limited to the following:

- a. Engineering works which include municipal services;
- b. Professional services including preparation of reports, plans, inspections, certifications and approval;
- c. Stormwater Management, including storm sewers;
- d. Functional Servicing Report/Brief;
- e. Traffic Impact Brief;
- f. Securities, cash contributions, development charges;
- g. Emergency services;
- h. Land dedications and easements, reserves, if applicable;
- i. Fencing, buffer blocks and plantings;
- j. Hydro and Composite Utility Plans;
- k. Grading seeding and/or sodding.

The details of any requirements shall be as indicated in correspondence from appropriate commenting agencies and departments.

9. That the Owner will agree in the Subdivision Agreement, that such easements as may be required for access, drainage, servicing, stormwater management (Block 32), utilities, and construction purposes shall be designated to the satisfaction of, and conveyed to the appropriate agencies and authorities, free and clear of all encumbrances, to the satisfaction of the Township.
10. That any required daylighting triangles shall be shown and dedicated as public highways on the final plan.
11. That prior to final approval, the Owner shall agree in the Subdivision Agreement that a municipal numbering system shall be assigned to the satisfaction of the Township with regard to 911 emergency servicing. The Owner shall also agree in the Subdivision Agreement to display the lot number and corresponding assigned municipal address in a prominent location on each lot.
12. That the Subdivision Agreement between the Owner and the Township provide for the creation of a roadway shown as Street 'A' as well as sight triangles (Dobson Road and Marks Road) or rounding (Marks Road and Street 'A'). Street 'A' shown on the draft plan will be dedicated as municipal rights of way to the Township and conveyed to the Township as public roads.
13. That prior to final approval and plan registration, Street 'A' will be named to the satisfaction of the Township with regard to 911 emergency servicing and in accordance with the Township of Springwater Road naming policy.
14. That the Owner shall agree in the Subdivision Agreement to design and construct all roads and services in accordance with the Township's latest engineering standards and specifications, to the satisfaction of the Township.

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15. That prior to final approval, the Township shall confirm that the lands within this Draft Plan of Subdivision are appropriately zoned in a zoning by-law that has come into effect in accordance with the provisions of the Planning Act R.S.O., 1990, c. P. 13, as amended, which reflects the layout of the proposed final M-Plan.
  16. That the Subdivision Agreement contain a provision, in wording acceptable to the Township, requiring that the construction mitigation control measures be approved and in place prior to site alteration with the exception of site alteration to install such measures.
  17. The Owner shall submit a Tree Planting Plan in accordance with the Township of Springwater Engineering Standards, prepared by a qualified Landscape Architect in good standing with the O.A.L.A., to the satisfaction of the Township. The Tree Planting Plan shall include the road internal to the subdivision and the eastern limits of the subdivision along Dobson Road. The size, spacing and species selected shall be to the satisfaction of the Township. A combination of plantings and fences may be considered to the satisfaction of the Township.
  18. The Owner shall agree in the Subdivision Agreement to provide the following:
    - a. Closed board fencing along the rear lot line of Lots 16-31 to shield the rear yard from headlights from vehicles travelling on CR 40.
    - b. \$30,000 cash contribution towards a future sidewalk along the west side of Dobson Road, from the south limit of Marks Road, to the north side of County Road 40 (Sunnidale Road).
  19. The development of the lots will be in accordance with the approved Architectural Guidelines, as applied to the Stonemanor Woods registered plan of subdivision.
  20. That the Owner shall be responsible for the erection of fencing along the private portion of any residential lot line that abuts the stormwater block(s) in accordance with the Township of Springwater Engineering Standards.
  21. The Owner shall agree in the Subdivision Agreement, to provide purchasers with a 'Display Map' which indicates the approved location of all sidewalks, walkways, community mailboxes, parks, open space/environmental protection areas, Nine Mile Portage Heritage Trail route, sewage treatment and effluent disposal areas, water reservoirs, stormwater management ponds, commercial lands, landscaping, buffer areas and surrounding land uses.
  22. The Owner shall agree in the Subdivision Agreement to provide a "Stewardship Guide" to all purchasers as part of the closing packages, such Stewardship Guide to outline the significant natural features associated with the Open Space Corridor, and the ways to minimize light pollution.
  23. Prior to final approval, the Owner shall provide the Township of Springwater with a copy of the Certificate of Approval from the Ministry of Environment relating to the municipal water and sanitary servicing systems for the entire plan of subdivision or any phase thereof.

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24. Prior to final approval, the Owner shall submit to the satisfaction of the Township of Springwater a copy of the proposed final M-Plan.
  25. Prior to final approval, the Owner shall submit the following to the satisfaction of the Township of Springwater:
    - a. Detailed Stormwater Management Report;
    - b. Detailed Stormwater Management Pond Landscaping Plans;
    - c. Geotechnical Report for the Stormwater Management Facilities;
    - d. Functional Servicing Report/Brief;
    - e. Traffic Impact Brief;
    - f. Grading and Drainage Plans;
    - g. Servicing Drawings;
    - h. Erosion and Sedimentation Control Plans.
  26. Where applicable, the injury or destruction of trees during the servicing and construction of the site shall be in accordance with Forest Conservation By-law 5635 of the Corporation of the County of Simcoe.
  27. That the Owner shall agree in the Subdivision Agreement that development charges, parkland dedication or cash-in-lieu, processing, and administration fees be paid in accordance with the requirements of the Township, County and applicable school board policies and by-laws in effect at the time payment is due.

#### **Asset Management Plan Compliance**

28. The Owner acknowledges and agrees that prior to final acceptance and assumption of any municipal works including road and services by the Municipality and prior to the final release of security held by the Municipality, the Owner shall have provided to the Municipality, and in form acceptable to the Municipality, a detailed list and construction cost or supply value of the assets being acquired by the Municipality related to the approval and development of the Plan of Subdivision to be included in the inventory of assets owned by the Municipality pursuant to the Municipality's Asset Management Plan.

#### **County of Simcoe**

29. The Owner shall agree in the Subdivision Agreement in wording satisfactory to the County of Simcoe that the County is not required to provide waste collection service to the municipal road until such time as the municipality assumes the road. The County may, however, commence waste collection services on the municipal road once some level of residency begins and prior to the municipality assuming the road, subject to a request being made and regular access being available on the road. The Owner acknowledges that should municipal road access be blocked due to road construction, parked vehicles, insufficient snow removal etc., service disruptions will occur, and the Owner/Developer will be responsible for providing waste collection services.
30. The Owner shall agree in the Subdivision Agreement that Development Charges be paid in accordance with the current County of Simcoe Development Charges By-law and policies in effect at the time of Building Permit issuance. Prior to final approval, a copy of

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the proposed Subdivision Agreement including the above-noted statement shall be submitted to the County of Simcoe for review and approval.

31. That the Owner shall permanently remove any existing entrances to County Road 40 to accommodate the construction of the left turn lane extension and reinstate the boulevard to its original condition at the Owner's expense.
32. That prior to final approval, phasing of required road improvements and the schedule for the submission of associated detailed design documents shall be determined in consultation with and to the satisfaction of the County of Simcoe in accordance with an approved Traffic Brief.
33. That prior to final approval, the Owner shall enter into a Road Improvement Agreement with the County whereby the Owner agrees to assume financial and other responsibility for the construction of all necessary road improvements at County Road 40.
34. That the Owner shall submit a Stormwater Management Plan/Report to the satisfaction of the County of Simcoe, which ensures that post-development surface drainage rates to the County development rates of the 2, 5, 10, 25, and 100 year storm events.
35. The Owner shall transfer to the Corporation of the County of Simcoe ("County"), at no cost, in fee simple, unencumbered interest in the following:
  - a. A road allowance widening along the entire frontage of the subject property adjacent to County Road 40 to provide an 18 metre right-of-way from the centre line of County Road 40,
  - b. A 15 x 15 metre daylight (sight) triangle located on the northwest of where Dobson Road intersects with County Road 40.
  - c. A 0.3 metre reserve block across the frontage of the property adjacent to County Road 40.
36. Prior to final approval and any site alteration, the Owner shall submit all applicable reports and drawings related to this development to the satisfaction of the County of Simcoe. These include but are not limited to:
  - a. Stormwater Management Report
  - b. Grading Plans
  - c. Erosion and Sediment Control Plans
  - d. Site Servicing Plans
  - e. Landscaping Plans.

### **Simcoe County District School Board**

37. That the Owner shall agree in the Subdivision Agreement to include in all offers of purchase and sale, a statement advising the prospective purchasers that accommodation within a public school in the community is not guaranteed and students may be accommodated in temporary facilities (e.g., portable classrooms, a "holding school") or in schools within or outside of the community;
38. That the owner shall agree in the Subdivision Agreement to include in all Offers of Purchase and Sales a notice advising prospective purchasers that if school buses are

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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 to be determined by the Simcoe County Student Transportation Consortium.

### **Simcoe Muskoka Catholic District School Board**

39. 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.

### **Bell Canada**

40. The Owner shall agree in the Subdivision Agreement that prior to commencing any work within the Plan, the Owner must 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 is hereby advised that the Owner may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Owner elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the Owner shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e., 911 Emergency Services).
41. The Owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.

### **Canada Post**

42. The Owner shall agree in the Subdivision Agreement to include in all Offers of Purchase and Sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.
43. The Owner shall agree in the Subdivision Agreement that they will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses which shall be acknowledged by the purchaser.
44. The Owner shall agree in the Subdivision Agreement to consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.

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45. The Owner shall agree in the Subdivision Agreement to provide the following for each Community Mailbox site and include these requirements on appropriate servicing plans:
- a. An appropriately sized sidewalk section (concrete pad), as per municipal and Canada Post standards to place the Community Mailbox on;
  - b. To provide the cements pads during sidewalk pouring and will notify Canada Post of the locations as they are completed;
  - c. Any required pathway across the boulevard as required, as per municipal standards; and,
  - d. Any required curb depressions for wheelchair access.
46. The Owner shall agree in the Subdivision Agreement to determine and provide and fit up a suitable temporary Community Mailbox location(s) which may be utilized by Canada Post until the permanent mailbox pads, curbs, sidewalks and final grading have been completed at the permanent Community Mail Box locations. This will enable Canada Post to provide mail service to new residences as soon as the homes are occupied. The developer further agrees to fit up the temporary area 30 to 60 days prior to the first occupancy and notify Canada Post of the first occupancies at this time (The developer should provide evidence of how they intend to co-ordinate this activity in a timely manner to a safe and clean usable area).

#### **Enbridge Gas Distribution Inc.**

47. That the Owner shall agree in the Subdivision Agreement to provide Enbridge Gas Inc. (Enbridge Gas) the necessary easements at no cost and/or agreements required by Enbridge Gas for the provision of local gas services for this project, in a form satisfactory to Enbridge Gas.

#### **Hydro One Networks Inc.**

48. That the owner shall agree in the Subdivision Agreement to provide Hydro One Networks Inc. the necessary easements at no cost and/or agreements required by Hydro One Networks Inc. for the provision local electricity services for this project, in a form satisfactory to Hydro One Networks Inc.

#### **Final Approval**

49. Subject to the conditions set forth above, this Draft Plan is approved under Section 51 of the Planning Act, R.S.O. 1990, Chapter P.13, as amended. Final approval shall be granted by the Township of Springwater which shall include the ability to red-line revise the Draft Plan should it become necessary.

#### **Clearances**

50. That prior to final approval, the Township of Springwater is to be advised in writing how Conditions 3 through 28 have been satisfied.
51. That prior to final approval, the Township of Springwater is to be advised in writing by the County of Simcoe how Conditions 29 to 36 have been satisfied.

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52. That prior to final approval, the Township of Springwater is to be advised in writing by the Simcoe County District School Board, how Conditions 37 and 38 have been satisfied.
53. That prior to final approval, the Township of Springwater is to be advised in writing by the Simcoe Muskoka Catholic District School Board, how Condition 39 has been satisfied.
54. That prior to final approval, the Township of Springwater is to be advised in writing by Bell Canada, how Conditions 40 and 41 have been satisfied.
55. That prior to final approval, the Township of Springwater is to be advised in writing by Canada Post, how Conditions 42 to 46 have been satisfied.
56. That prior to final approval, the Township of Springwater is to be advised in writing by Enbridge Gas, how Condition 47 has been satisfied.
57. That prior to final approval, the Township of Springwater is to be advised in writing by Hydro One Networks Inc., how condition 48 has been satisfied.
58. That the Township of Springwater receives written clearance from the Nottawasaga Valley Conservation Authority (NVCA).

#### **Notes to Draft Approval**

1. This draft approval is for a period of five (5) years from the date of the issuance of a decision from the Township of Springwater.
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 Township of Springwater, quoting file number SU-2024-003.
3. We suggest that you make yourself aware of Section 144 of the Land Titles Act and subsection 78(10) of the Registry Act.
4. 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).
5. 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).
6. 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.
7. All measurements in the subdivision's final plans must be presented in metric units.

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8. For your information, easements required for utility or drainage purposes should be granted to the appropriate authority.
  9. All deeds to be conveyed must be free and clear of encumbrances.
  10. The Township of Springwater has specific requirements for the submission of digital drawings. Contact the Planning Department for additional information.
  11. A Development Charge, adjusted to the date of payment, with respect to municipal services shall be calculated and payable in accordance with the policies and by-laws of the Township of Springwater, County of Simcoe, and the applicable School Boards at building permit issuance.
  12. The stormwater management report will be in compliance with current standards and will detail the stormwater treatment system to the satisfaction of the MECP and Township. This may include the following:
    - ⌚ Infiltration Galleries (Conveyance Controls)
    - ⌚ Infiltration Basin (End of Pipe Controls)
    - ⌚ Other methods as deemed necessary
  13. Clearance letters are required from the following agencies:

Township of Springwater  
2231 Nursery Road  
Minesing, ON L0L 1Y2

County of Simcoe  
1110 Highway 26  
Midhurst, Ontario L9X 1N6

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

Simcoe Muskoka Catholic District School Board  
46 Alliance Boulevard  
Barrie, ON L4M 5K3

Bell Canada  
Attn: Meaghan Palynchuk, Manager Municipal Relations  
20 Hunter Street West, Floor 3  
Hamilton, ON L8P 2Z2

Canada Post  
Delivery Planning  
73 Morrow Road  
Barrie, ON L4N 3V0

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Enbridge Gas  
Distribution Planning  
500 Consumers Road  
North York, ON M2J 1P8

Hydro One Networks Inc.  
[landuseplanning@hydroone.com](mailto:landuseplanning@hydroone.com)  
PO Box 5700  
Markham, ON L3R 1C8

Nottawasaga Valley Conservation Authority (NVCA)  
8195 8<sup>th</sup> Line  
Utopia, ON L0M 1T0

14. If agency conditions form part of the Subdivision Agreement, a copy of the Agreement should be sent to those agencies, which will expedite clearance of the final plan.
15. Please be advised that the approval of this draft plan is for a period of five (5) years. This approval may be extended pursuant to Subsection 51(33) of the Planning Act, R.S.O. 1990 but no extension can be granted once the approval has lapsed. It is noted however that draft plan approval can be re-instated subject to special provisions set out in the Planning Act, R.S.O. 1990.  
  
If final approval is not given to this plan within five (5) 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 must be received by the Township of Springwater, sixty (60) days prior to the lapsing date.
16. Please note that an updated review of the plan, and revision of the conditions of approval, may be necessary if an extension or re-instatement is to be granted.
17. The Final Plan approved by the Township of Springwater must be registered within 30 days or the Township may withdraw its approval under subsection 51(32) of the Planning Act, R.S.O. 1990, Chapter P.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 P.13, as amended.