

**Project Name: Panorama (Mair Mills Village - Mair Mills Village Inc.)**

**Applicant:** Mair Mills Village Inc.  
**File No.:** SDR-2005-04, (CW-T-0502) D1203112, D1202515, D1203217, D120232, D12020224, PLRDPS2024482  
**Municipality:** Town of Collingwood  
**Subject Lands:** 260 Mountain Road being Part of North 1/2 of Lot 44, Concession 11, Town of Collingwood, County of Simcoe  
**Extension Date:** July 22, 2024  
**Lapse Date:** July 29, 2027  
**Revision Date:** September 12, 2025

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

---

**Conditions**

---

**General**

1. This approval applies to the Draft Plan of Subdivision located on Part of the North Half of Lot 44 Concession 11 former Geographic township of Nottawasaga now Town of Collingwood, County of Simcoe prepared by Van Harten Surveyors Inc., dated August 26, 2025 and showing a total of:
  - a) 120 Single Detached Residential Lots (Lots 1 to 120)
  - b) 4 Blocks for 85 Townhouse lots (Blocks 121 to 124)
  - c) 2 Blocks for 131 Multi-unit Residential dwelling units (Blocks 125 and 131)
  - d) 1 Block for Park Lands (Block 130)
  - e) 1 Block for Municipal Stormwater Management/Park Lands (Block 127)
  - f) 1 Block for Local Convenience Commercial Uses (Block 126)
  - g) 1 Block for a Walkway (Block 133)
  - h) 3 Blocks for 0.3m Reserves (134, 135, and 136)
  - i) 1 Block for a Future Street (Block 129)
  - j) 2 Blocks to be dedicated to the adjacent Owner for buffering (Blocks 128 and 132); and
  - k) Lands for future public streets are noted as Streets A through E, inclusive, and Thomas Drive
2. The Owner shall agree that development charges, processing and administrative fees be paid prior to building permit issuance in accordance with the current policies and by-laws of the Town of Collingwood (Town), County of Simcoe (County) and School Boards.
3. The Owner shall agree to pursue all other applicable approvals and permits from agencies and other levels of government to the satisfaction of the Town and the authorities with jurisdiction.
4. The Owner shall agree that where draft plan conditions identify matters or requirements of agencies, other levels of government, and/or parties external to the Town of Collingwood that are to be addressed within the Subdivision Agreement, a draft copy of the Agreement

shall be circulated by the Owner to said agencies for their review and comment to expedite the clearance of the final plan.

5. The Owner shall agree to provide securities when and as may be necessary to the satisfaction of the Town of Collingwood to address those applicable matters as outlined in these conditions of draft approval.
6. The Owner shall agree to provide for any warning clauses deemed necessary by and to the satisfaction of the Town of Collingwood and/or any other authority with jurisdiction in all Offers of Purchase and Sale, lease/rental agreements and/or condominium declarations and similar documents.
7. The Owner shall agree, that prior to final approval, a copy of the proposed final plan is to be forwarded to the Town of Collingwood for review and comment.
8. The Owner shall agree that the recommendations and requirements contained within the plans, studies, reports, updates and/or addenda submitted to the Town of Collingwood to support this development, shall be implemented to the satisfaction of the Town of Collingwood and/or any other authority with jurisdiction.
9. The Owner shall agree to engage a qualified professionals to certify in writing that the any works required in these conditions were constructed in accordance with the plans, reports and specifications, to satisfaction of the Town of Collingwood and any other authority with jurisdiction.
10. The Owner shall agree that, prior to final approval of any phase, the Owner shall demolish and remove any derelict buildings, structures, foundations and associated debris as may be required to the satisfaction of the Town of Collingwood.

### **Agreements**

11. The Owner shall enter into an agreement(s), including but not limited to a Subdivision Agreement(s), addressing all requirements and necessary matters financial or otherwise, inclusive of all necessary securities, satisfactory to the Town of Collingwood in consultation with any other appropriate authority, before any development or site alteration, excepting where acceptable to the municipality through other agreements and/or approval processes (e.g., pre-servicing, remediation works and general site earth works). The Subdivision Agreement may deal with matters including, but not limited to, those applicable matters outlined in these conditions of draft approval. The Subdivision Agreement shall be registered against the lands to which it applies as provided for in the Planning Act, R.S.O. 1990. Any site alteration or the installation of any works that may be the subject of any agreements required by these conditions shall not be permitted prior to the execution of such agreements. Where any such work is undertaken in violation of this clause, approval of this plan may be withdrawn as authorized under Section 51(44) of the *Planning Act*, R.S.O.1990, as amended.

### **Site Preparation**

12. The Owner shall agree in the Subdivision Agreement to provide to the Town of Collingwood, a soils report recommending the material necessary for road construction to meet Town standards. This report shall also address any potential groundwater issues as they related to the proposed development of homes, roads and stormwater management facilities.

13. The Owner shall agree to rough grade, topsoil, seed and maintain (free of stockpiles and debris) all blocks and other vacant lands within the subdivision to the satisfaction of the Town of Collingwood. These blocks shall be maintained by the Owner to the satisfaction of the Town of Collingwood until such time as associated works have been constructed and assumed for Town maintenance and/or ongoing responsibility for the blocks has been addressed to the satisfaction of the Town of Collingwood.

**Construction Management Plan**

14. The Owner shall agree to have prepared and to implement a construction management plan to the satisfaction of the Town of Collingwood prior to any site works or site alteration and shall provide updates for the entire construction process through to issuance of the completion certificate. This plan shall be the Owner’s responsibility to implement at their cost and shall include the following at a minimum:

- a) Central coordinating contact and tracking for all community complaints and respective responses;
- b) Trades communication and enforcement plan;
- c) Project phasing, staging, periods of activity and operating hours including peak times and types of activity;
- d) Parking for trades and deliveries;
- e) Construction traffic and haul route(s);
- f) Traffic protection plan for vehicular and pedestrian traffic in accordance with OTM Book 7;
- g) Material delivery loading areas, coordination and enforcement;
- h) Office space (construction trailer);
- i) Working hours;
- j) Debris (garbage);
- k) Noise and dust control;
- l) Importation and exportation of fill or surplus material;
- m) Site access and egress;
- n) Communications plan for providing notification to and addressing concerns of:
  - i. Immediately adjacent residents;
  - ii. Adjacent residents;
  - iii. The broader community who may have questions about the development; and,
  - iv. Purchasers/New homeowners;
- o) Impact mitigation plan for residents affected by off-site servicing; and
- p) A contingency plan that addresses any additional impacts to private or municipal property not foreseen in the construction management plan including notification, compensation, and conflict resolution provisions as may be appropriate.

The Owner agrees and acknowledges that, if in the opinion of the Town Administration the Owner fails to implement the Construction Management Plan and/or fails to update the Construction Management Plan to address concerns raised by the Town, the Town reserves the right to draw upon securities held as part of the subdivision or any agreement to implement the provisions of the Construction Management Plan and/or rectify the concerns for lands owned and not owned by the Municipality. Any amounts drawn from project securities for such implementation shall be replaced within 30 days. The Town shall seek full cost recovery plus appropriate administration fees and disbursements for all efforts as a result of the Owner’s failure to perform.

## **Parkland**

15. The Owner shall agree to parkland dedication of Blocks 127 and 130 as required in accordance with the Planning Act, as amended, and Town by-laws.
16. The Owner shall agree to design and provide base improvements to the park block(s) to the applicable Neighbourhood Park Standards including municipal services, rough grading, topsoil and finish grading and seeding, to the satisfaction of the Town of Collingwood.

## **Traffic Impact Study**

17. The Owner shall agree to, prior to final approval, the Owner shall carry out and implement the recommendations and requirements of the Traffic Impact Study prepared by C C Tatham and Associates dated August 2017, including any necessary and subsequent updates and addenda incorporating Peer Review comments to the satisfaction of the Town of Collingwood, County of Simcoe and/or Ministry of Transportation as applicable.

## **Noise Assessment Study**

18. The Owner shall agree to, prior to final approval, carry out and implement the recommendations and requirements of the Noise Assessment Study prepared by GHD, dated December 7, 2020, Reference No. 11184036, including any necessary and subsequent updates and addenda incorporating Peer Review comments to the satisfaction of the Town of Collingwood.
19. The Owner will be responsible for carrying out the works recommended in the study required in Condition 18 satisfaction of the Town of Collingwood. Without limiting the general or specific requirements of the above referenced Noise Assessment Study, the Owner shall agree in the subdivision agreement to provide a standardized fence and landscaping treatment along Mountain Road and Tenth Line to the satisfaction of the Town of Collingwood as required.

## **Dust and Odour**

20. The Owner will agree to carry out, update as required and implement the recommendations and requirements of the studies with respect to Dust and/or Odour, prepared by GHD, dated November 26, 2020, Reference No. 11184036 as necessary to the satisfaction of the Town of Collingwood. The Owner will agree to carry out the recommendations of these studies over the long term to the satisfaction of the Town of Collingwood, including the possibility of a Standard MOE proximity clauses on purchase and sale agreements advising that dust and or odour from proximal industrial or commercial land uses may be noticeable from time to time.

## **Municipal Addressing**

21. The Owner shall agree, prior to final approval, that a municipal addressing system will be assigned to the satisfaction of the Town of Collingwood with regard to 911 emergency servicing and that the Owner agrees in the Subdivision Agreement to display the lot number and corresponding municipal address in a prominent location on each lot.

## **Architectural Control Guidelines**

22. The Owner shall submit, prior to final approval, Urban Design and Architectural Control Guidelines prepared by a qualified professional to the satisfaction of the Town of Collingwood. The Owner shall agree to carry out and implement the Urban Design and Architectural Control Guidelines and any updates or addenda, prior to the offering of models for sale or pre-sales. The Urban Design and Architectural Control Guidelines shall be in conformity with the Town of Collingwood Urban Design Manual and any other applicable documents or direction, shall contain graphics and visualizations to assist in application and shall identify an acceptable Control Architect review process to the satisfaction of the Town of Collingwood. The Town of Collingwood, at its sole discretion may peer review the Urban Design and Architectural Control Guidelines at the Owner's expense.

Matters to be addressed through implementation process requirements may include, but are not limited to, the following:

- a) selection and hiring of a Control Architect, at the Owner's expense, for review and approval purposes;
- b) timing, submission and evaluation requirements for Control Architect clearance;
- c) conflict resolution mechanisms in the event of disputes around Control Architect clearance; and,
- d) submission of securities needed to address implementation issues, including but not limited to the above.

23. The Owner agrees that no pre-sales of residential units in this draft plan may commence until such time as Urban Design and Architectural Control Guidelines have been submitted and accepted to the satisfaction of the Town.

### **Residential Blocks**

24. The Owner shall complete, prior to final approval of the relevant phases, the Owner shall complete, where appropriate, conceptual lot patterning plans for multi-unit residential Blocks 121 to 125, and 131 that, among other matters, are in keeping with urban and architectural design guidelines, including attractive and functional streetscapes, provide for an appropriate mix of dwelling types and otherwise conform with the Town's Official Plan policies and Zoning By-law provisions, all to the satisfaction of the Town of Collingwood.

25. The Owner shall agree that development of residential blocks shall be accomplished in an integrated manner to the satisfaction of the Town of Collingwood in accordance with the submitted supporting studies and peer reviews referenced throughout these Conditions, including use of easements and/or additional land dedications, to ensure among other matters the following:

- a) appropriate servicing, vehicular, pedestrian and emergency access and connectivity; and,
- b) public accessibility to common amenity spaces, where they factor into the broader active transportation system for the development.

26. The Owner shall agree to design and configure any street townhouse dwelling units and associated driveways proposed for Blocks 121 through 124, to maximize the potential for on-street parking, snow storage on adjacent streets and appropriate rear yard access through an easement, or other instrument, to the satisfaction of the Town of Collingwood.

27. The Owner shall agree to include advisory or warning clauses, to the satisfaction of the Town of Collingwood, in any future condominium documentation, including Declarations registered for projects under Section 2 of the Condominium Act and all associated Agreements of Purchase and Sale or Lease for the dwelling units within developments, advising prospective purchasers and/or residents of the ownership framework of Condominium developments, and costs associated with the long-term maintenance and repair of privately owned infrastructure and common elements.
28. The Owner shall agree, to the satisfaction of the Town of Collingwood, that any future development proposals where condominium arrangements are involved shall be required to supply the Board of each Condominium Corporation a Common Elements infrastructure turnover and commissioning package including, but not limited to, all final approved plans for the development, all revised designs, inspection reports, final "as-built" drawings with stamped engineer approvals, video inspection records, etc. together with information about the ongoing maintenance and operation needs of the privately owned infrastructure and common elements.

### **Warning Clauses**

29. The Owner shall agree to include an appropriately worded warning clause in agreements of purchase and sale for all affected lots, to the satisfaction of the Town, advising Purchasers of their lot's proximity to the adjacent golf course and to the potential adverse impacts that might arise from the use, operation and maintenance of said golf course. Further, the Owner shall agree that the aforementioned Notice provision be registered against title to the subdivision lands either by way of restrictive covenant or by way of the creation of a right in the nature of an easement for entry of golf balls and golf related noise.

### **Golf Spray Mitigation**

30. The Owner shall agree to transfer Blocks 128 and 132, as identified on the Draft Plan of Subdivision, to the adjacent Golf Course land owner, or as directed by the Town, in furtherance of addressing certain golf ball spray mitigation measures. Should this land transfer not be possible, the Owner agrees to provide the Town an alternative proposal to address the golf spray mitigation requirements, which must be to the satisfaction of the Town, including appropriate instruments to secure implementation and long-term maintenance of any works.

### **Species at Risk**

31. The Owner shall agree to submit, prior to final approval, an Environmental Impact Study for the subject lands, scoped at a minimum, to address the potential for the Species at Risk habitat, to the satisfaction of the Town of Collingwood and any Provincial Ministry with jurisdiction.

### **External Works**

32. The Owner shall agree to the provision of external works for sanitary sewer, water and storm water servicing to the subject property. These works, all to be constructed at the Owner's sole cost prior to the approval of the relevant phase, or timing as otherwise determined to be appropriate and to the satisfaction of the Town of Collingwood or other authority with jurisdiction shall include:
- a) Extend the sanitary sewer from its existing location at Mountain Road and the Tenth

- Line down the Tenth Line to the site at the new proposed road; and,
- b) Make the necessary adjustment and reconnections to the existing Blue Mountain Golf and County Club sewer and water connections located within Tenth Line at the intersection of proposed Street E and the Tenth Line.

33. The channelization of Taylors Creek is a requirement for development. This channelization work was completed in partnership with neighbouring landowners in 2018. The Owner, as a beneficiary to these works, shall agree in the Subdivision Agreement that the Town will not be a party involved in the negotiations of any proportional cost sharing arrangement / agreement and will hold the Town harmless in any legal matters that arise in the relation to the cost sharing arrangements/agreements.

#### **Alternate Watermain Distribution**

34. The Owner shall agree and acknowledge, to the satisfaction of the Town, to design, install and connect to the existing watermain distribution system at the Thomas Drive cul-de-sac and at the intersection of Mountain Road and the Tenth Line, including the design and build of the PRV chamber in the location indicated in the water modeling report to the satisfaction of the Town, as well as other appurtenances deemed required to provide adequate water supply to service part, or all of the proposed development. The location of the PRV chamber shall be confirmed and approved by the Town. This shall include extending the watermain from its existing location at Mountain Road and the Tenth Line south along Tenth Line to the site at proposed Street E. This aforementioned action is only required if the alternate watermain distribution strategy is to proceed instead of, or in combination with the Stewart Road Booster Pumping Station and trunk water main extensions. If the Stewart Road Booster Pumping Station and trunk water main extension are built prior to servicing of the development, then connection will only be required at the entrance on Street E.

#### **Advance Timing Financial Agreement**

35. If an early payment agreement under the *Development Charges Act* or other advanced timing agreement under the applicable legislation is deemed to be required and beneficial to the Town of Collingwood, the Owner shall agree to enter into such an agreement to the satisfaction of the Town, with respect to design and construction of:

- a) the Stewart Road Reservoir and Pumping Station, and,
- b) the extension of the trunk watermain from its existing location on Sixth Street at Georgian Meadows Drive to the site at the Tenth Line and the new proposed road.

This agreement may deal with matters including, but not limited to the following, engineering standards, professional services, scope of work, best efforts for cost recovery from benefiting landowners, Development Charge credits, securities, recovery for front-ended works, and land use planning matters. This agreement shall be registered on title.

#### **Water and Wastewater Capacity Allocation**

36. The Owner acknowledges and agrees that 288 Single Dwelling Unit equivalents (SDUs) of municipal water and 288 SDUs of wastewater capacity are required to support the proposed development of 336 residential dwelling units, as listed in Condition 1 a-c, as confirmed to the satisfaction of the Town of Collingwood through servicing data calculations provided by Tatham Engineering, dated June 3, 2024. While the Town of Collingwood commits to allocate said SDUs for this development, the timing of allocation shall be determined by the

Town of Collingwood at its sole and absolute. The Town of Collingwood's allocation timing decision shall be incorporated into an agreement in writing between the proponent and the Town of Collingwood as part of the final approval of all or part of the subdivision. Such agreement shall also address the expiry and other stipulations of the capacity commitment as required by the Town of Collingwood Water and Wastewater Capacity Allocation Policy, as amended, including any proposed phasing or staging of the development. The required SDUs of municipal water and wastewater capacity for commercial Block 126 has not been calculated, and there is no commitment to allocate through this approval. This is to be addressed through a future *Planning Act* application.

37. The Owner acknowledges and agrees that prior to final approval and registration of all or part of the draft plan of subdivision, the Town of Collingwood shall confirm that sufficient capacity exists in the Water Treatment Plant and Wastewater Treatment Plant to adequately service the development at time of registration. The Owner further acknowledges and agrees that the determination as to whether there is sufficient capacity shall be made by the Town of Collingwood at its sole discretion. Building permits will not be issued until the Town of Collingwood is satisfied that adequate water, including for firefighting operations, and wastewater services are available to the lands and emergency services are available.
38. The Owner shall agree that building permits will not be issued until the Town of Collingwood is satisfied that adequate water, sewers, utilities and road infrastructure is in place and functional for the lands, except that building permits may be issued for "dry" model homes upon terms and conditions established by the Town of Collingwood.
39. The Owner shall agree that no pre-sales of residential units in this draft plan of subdivision may commence until such time as the Town of Collingwood, at its sole discretion, confirms that sufficient capacity exists in the Town of Collingwood Water Treatment Plant and Wastewater Treatment Plant to adequately service the development.

### **Phasing**

40. The Owner shall agree that the subdivision is required to be registered in phases to the satisfaction of the Town of Collingwood in accordance with the Phasing Plan dated May 28, 2025 as prepared by James M. Laws, OLS of Van Harten Surveying Inc., to address a variety of matters including, but not limited to, servicing capacity allocation, staging of services, provision of public facilities, construction access for multi-phased developments and the interrelationship of the proposed development to future phases.
41. The Owner acknowledges and agrees, to the satisfaction of the Town, that the final approval of subsequent phases generally will not occur until building permits have been issued for previous phases.
42. The Owner shall agree to install a metal sign on Blocks 125 and 131 stating "Future Medium Density Residential Townhomes and/or Apartments" and a metal sign on Block 126 stating "Future Commercial Development", to the satisfaction of the Town of Collingwood.

### **Infrastructure Plans**

43. The Owner shall agree to submit, prior to final approval, four copies of detailed reports, plans, and drawings, prepared by a professional engineer, , addressing stormwater management, road construction, construction mitigation, and municipal water and sewer services, including but not limited to a Stormwater Management Report, Functional

Servicing Report, and Construction Management Plan to the satisfaction of the Town of Collingwood.

In addition, document(s), including, but not limited to the following, shall also be provided to the satisfaction of the Town of Collingwood for any applicable infrastructure works, municipal water and sewer services and stormwater management:

- a) A Form 1 – Record of Watermains Authorized as a Future Authorization completed and signed by a Professional Engineer;
- b) The appropriate authorization form(s) for the alteration of the Town of Collingwood's Consolidated Linear Infrastructure Environmental Compliance Approvals (CLI-ECA) shall be completed and signed by a Professional Engineer, for both the Storm and Sanitary CLI-ECAs;
- c) A written opinion, stamped and signed by a Professional Engineer, that confirms that the project(s) meet the specific alteration conditions outlined in the applicable CLI-ECA approval, including other legislation/regulations; and,
- d) Any other documentation to support an alteration to the Town of Collingwood's sanitary collection and/or stormwater management systems as required by the Town of Collingwood's CLI-ECA(s).

44. The Owner shall agree, to the satisfaction of the Town, that all services and utilities to service the proposed development, with the exception of stormwater management infrastructure, shall be contained within road allowances on the plan.

#### **Water Distribution System, Design and Modelling**

45. The Owner shall agree that, in order to provide proper and reliable water distribution systems within the development, reasonable looping of these systems shall be provided to the satisfaction of the Town. The Owner further agrees that the final design of the water system may be subject to review by the Town through the use of water modeling techniques to ensure sufficient flows, at the discretion of the Town, and the Town may require amendments to the design as a result of such modeling.

46. The Owner agrees in the subdivision agreement that the Owner will be required to oversize and extend the 400mm diameter trunk watermain from its existing location on Thomas Drive, to the future trunk watermain located on the Tenth Line. The Owner agrees to pay the costs associated to supply and install the trunk watermain up to 300mm diameter. As per the Town's development charges study, the Town will contribute monies to oversize the watermain above 300mm diameter, to 400mm diameter. Construction and commissioning of the trunk watermain is to be completed during Phase 1 of the development.

#### **Roads**

47. The Owner shall agree that any future private condominium roads internal to the draft plan of subdivision shall be built to private road standards and named to the satisfaction of the Town of Collingwood with regard to 911 emergency servicing. The Town will require an easement over condominium roads to access applicable in-ground services.

48. The Owner shall agree that any roads internal to the draft plan of subdivision intended to be conveyed as public roads shall be designed, constructed, named and addressed to the satisfaction of the Town of Collingwood and any other authority with jurisdiction including, but not limited to, curb and gutter, hot asphalt, granular, traffic calming, storm sewers,

sanitary sewer, watermain, subdrains, sidewalks, trails, bicycle facilities, street lights, traffic signs, driveway approaches, sodded boulevards, boulevard trees and landscaping. The Owner shall further agree to display the lot number and corresponding municipal address in a prominent location on each lot.

49. The Owner shall agree that all temporary turning circles/temporary cul de sacs are to be constructed with a minimum turning radius of 13 metres. The property required to construct the temporary turning circles will be dedicated to the Town and will be shown as a Block on the final M-Plan and will be held by the Town of Collingwood until the roadway is extended.
50. The Owner shall agree to install a metal sign at the termination of Block 129 stating "Location of potential future road connection" to the satisfaction of the Town of Collingwood.

### **Sidewalks and Trails**

51. The Owner shall agree to provide public walkways (e.g. Blocks 133 and 130), sidewalks, and/or trails to the satisfaction of the Town of Collingwood as required.

### **Easements and Dedications**

52. The Owner shall agree that such easements and land dedications as may be required for access, drainage, servicing, stormwater management, utilities and construction purposes shall be designed to the satisfaction of, and gratuitously granted to the appropriate agencies or authorities, free and clear of all encumbrances, save and except for any permitted encumbrances, to the satisfaction of the Town of Collingwood and all appropriate agencies or authorities. Any land to be conveyed to the Town of Collingwood shall be in an environmental condition acceptable to the Town of Collingwood prior to conveyance.
53. The Owner shall agree that the road allowances shown as Thomas Drive, Street "A" through "E" and Block 129 on the draft plan, shall be constructed, dedicated as public highways, and named to the satisfaction of the Town of Collingwood.
54. The Owner agrees that the 0.3 metre reserves shown as Blocks 134, 135, and 136 shall be deeded to the Town of Collingwood.
55. The Owner shall agree that all dedications of land to the Town of Collingwood shall be at no cost to the municipality and the land shall be deeded in fee simple and that the timing of land dedications and easements shall be at the Town of Collingwood's option. The dedication and timing of same is to be to the satisfaction of the Town of Collingwood.
56. The Owner shall agree to convey to the Town of Collingwood any needed water and wastewater servicing easements, including, but not limited to blanket easement(s) to permit the maintenance of all water mains extending to the curb stops and access to and maintenance of unit isolation valves on or before acceptance of the water mains by the Town of Collingwood.
57. The Owner shall agree to convey Blocks 128 and 132 to the abutting landowner as part of registration of Phase 1 on the Plan of Subdivision if required.
58. The Owner agrees to update the Phasing Plan required in Condition 40 prior to final approval of any phase of the Plan of Subdivision to the satisfaction of the Town to facilitate the conveyances of Blocks 127, 128, 130, and 132, if needed.

## **Storm and Sanitary Sewers**

59. The Owner shall agree to provide storm sewers suitably designed and of sufficient depth to provide for the proper drainage of the lands within and external to the subdivision and to discharge to drainage outlets as directed by and to the satisfaction of the Town of Collingwood and any other authority with jurisdiction.
60. The Owner shall agree to provide sanitary sewers suitably designed and of sufficient depth to provide for the proper collection from the lands within and external to the subdivision per the Town of Collingwood Development Standards, and to the satisfaction of the Town of Collingwood and any other authority with jurisdiction.

## **Tree Preservation Plan**

61. The Owner shall provide, prior to any tree removal or site alteration, a Tree Preservation and Rehabilitation/Replanting Plan to the satisfaction of the Town of Collingwood and Nottawasaga Conservation Authority (NVCA), covering at minimum, the area proposed for the first phase of development and any areas where site alteration or tree removal is required to accommodate that first phase of development (i.e., for infrastructure). Subsequent development phases shall also require an updated Tree Preservation and Rehabilitation/Replanting Plan or addendums to the satisfaction of the Town and NVCA. The Plans shall be consistent with any and all applicable recommendations of the reports required to be prepared in these Conditions.
62. The Owner shall agree, prior to any tree removal or site alteration, to submit an Application to Destroy Trees as per Town By-law 2012-084 By-Law to Prohibit and Regulate the Destruction or Injury of Trees in the Town of Collingwood, as amended periodically and if required.

## **Landscaping and Streetscaping**

63. The Owner shall agree that prior to final approval, the Owner is to submit a Landscape/Streetscape and Buffer Landscape/Screening Plan(s) to the satisfaction of the Town of Collingwood and the NVCA. The Plans are to include provisions regarding planting, maintenance, upkeep and necessary plant replacement and will coordinate with the stormwater management documentation required in Condition 64. The Streetscape Landscape Plan shall conform to the Town of Collingwood's Urban Design Standards, Subdivision Guidelines and Development Standards and also shall address such matters as the location of driveways.

## **Stormwater Management**

64. The Owner shall agree to accommodate all existing drainage within and external to the subject plan according to the applicable guidelines and policies to the satisfaction of the Town and the NVCA. Where improvements and/or adjustments to the existing systems are necessary to facilitate this development, it will be the Owner's responsibility to provide the necessary works, including outlet improvements as required.
65. Prior to final approval or any site alteration on the subject lands, the Owner shall submit the following materials, prepared by a qualified professional(s), to the satisfaction of the Town of

Collingwood, in consultation with the NVCA, and implemented through the Subdivision Agreement or other development tools including the timing of works:

- a) A Stormwater Management Report;
  - b) An Erosion and Sedimentation Control Plan;
  - c) A Grading Plan;
  - d) An Enhancement and Landscaping Plan for the stormwater management facility using native tree and shrub species;
  - e) A Geotechnical Report for the stormwater management facility;
  - f) A Monitoring and Mitigation Plan for construction and post construction; and
  - g) A detailed/final Functional Servicing Report.
66. The Owner agrees to be responsible for carrying out the works recommended in the documentation described in Condition 64 to the satisfaction of the Town of Collingwood and the NVCA. Without limiting the general or specific requirements of the above referenced Stormwater Management Report, the Owner will provide appropriate erosion and sediment control within the development areas to protect applicable watercourses from the impact of runoff from the development. The Owner will maintain the erosion and sediment control facility in a fashion suitable to the Town's Engineering Department and any safety devices, if required, will be provided by the Owner at the direction of the Town's Engineering Department in their sole and unfettered discretion.
67. The Owner agrees to convey to the Town of Collingwood Block 127, which is for Storm Water Management/Park purposes, to the satisfaction of the Town of Collingwood.

### **Fencing**

68. The Owner shall agree to provide fencing where required, including, but not limited to, interfaces between residential lots and Town owned lands such as park lands, open space, walkways, stormwater ponds and the Tenth Line to the satisfaction of the Town of Collingwood in consultation with the NVCA.

### **Zoning**

69. The Owner shall demonstrate, prior to final approval, that the appropriate zoning shall be in effect for the proposed subdivision to the satisfaction of the Town of Collingwood, and if appropriate, in consultation with other agencies, including, but not limited to, the NVCA, and the final plans shall comply with the zoning in effect.

### **Nottawasaga Valley Conservation Authority (NVCA)**

70. The Owner shall agree to ensure that all sediment and erosion control measures will be in place prior to any further site alteration, to the satisfaction of the Town and NVCA.
71. The Owner shall pay, prior to final plan approval, all development fees to the NVCA as required in accordance with the NVCA's fee policy, under the *Conservation Authorities Act*.

### **Third Party Utility Providers**

72. The Owner shall agree to co-ordinate the preparation and submission of a composite utility distribution plan, with consultation with the applicable utilities and communications service providers, that shows the locations of all utility infrastructure for the subdivision, as well as

the timing and phasing of installation, to the satisfaction of the Town of Collingwood and any other authority having jurisdiction.

73. The Owner shall make arrangements, prior to final approval, for the relocation of any utilities required by the development of the subject lands, all to be undertaken at the expense of the Owner, to the satisfaction of applicable service providers and the Town of Collingwood.

#### **Canada Post**

74. The Owner shall provide Canada Post with two copies of the composite utility distribution plan required in Conditions 71, 72, 74 and 75. Furthermore, that the Owner shall agree to the following:
- a) work with Canada Post and the Town of Collingwood to determine and provide temporary suitable location prior to occupancy for the placement of the Centralized Mail Facility/Community Mailbox;
  - b) work with Canada Post and the Town of Collingwood to determine the location of the Centralized Mail Facility/Community Mailboxes and to ensure that they are properly identified on all appropriate maps and plans; and,
  - c) provide an appropriately sized sidewalk section (concrete pad) where applicable, to Canada Post's and the Town of Collingwood's specifications, any required walkways across the boulevard, and any required curb cuts for wheelchair access for the placement of the permanent Community Mailbox locations and include said requirements on the appropriate plans/maps; and,
  - d) Outfitting the apartment block building with a common lobby lock-box assembly with parcel compartments.

#### **EPCOR**

75. The Owner shall make, prior to final approval, satisfactory arrangements with EPCOR to ensure proper and sufficient electricity servicing and capacity is in place for the proposed plan of subdivision in compliance with the Ontario Energy Board's Distribution System Code and EPCOR's Conditions of Service.

#### **Enbridge**

76. The Owner shall agree to the satisfaction of Enbridge Gas Distribution:
- a) all roads are to be constructed in accordance with any composite utility distribution plans and approved by the Town of Collingwood as per its standards and any other authority having jurisdiction as per their standards, as required;
  - b) all boulevards are rough graded to final elevation as necessary prior to the installation of the gas lines and provide the necessary field survey information and references to final elevation required for the installation of the gas lines, all to the satisfaction of Enbridge Gas Distribution;
  - c) any easement(s) are conveyed and any maintenance agreements are entered into with Enbridge Gas Distribution as deemed necessary; and
  - d) all of the natural gas distribution system will be installed within the condominium road blocks.

#### **Telecommunication Infrastructure**

77. The Owner must confirm, prior to final approval, that sufficient wire-line communication and/or telecommunication infrastructure is currently available within the proposed development to provide communication and/or 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 and/or telecommunication infrastructure. If the Owner elects not to pay for such connection to and/or extension of the existing communication and/or telecommunication infrastructure, the Owner shall be required to demonstrate to the municipality that sufficient alternate communication and/or telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication and/or telecommunication services for emergency management service (i.e. 911 Emergency Services).
78. The Owner shall agree to grant any easements that may be required for communication / telecommunication services in the form and location requested by the agencies with jurisdiction, subject to final servicing decisions. In the event of any conflict with existing communication / telecommunication facilities or easements, the Owner shall be responsible for the relocation of such communication / telecommunication facilities or easements.

#### **Bell Canada**

79. The Owner shall agree to convey any easement(s) and maintenance agreements as deemed necessary by Bell Canada. The Owner further agrees to convey such easements at no cost to Bell Canada or any other applicable telecommunication provider. In the event of any conflict with existing communication and/or telecommunication facilities or easements, the Owner shall agree to be responsible for the relocation of such communication and/or telecommunication facilities or easements at their own costs.

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

80. The Owner shall agree in wording to the satisfaction of the Simcoe Muskoka Catholic District School Board, to include in all offers of purchase and sale a clause advising prospective purchasers that pupils from this development attending educational facilities operated by the Simcoe Muskoka Catholic District School Board may be transported to/accommodated in temporary facilities out of the neighbourhood school's area.

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

81. The Owner shall in wording to the satisfaction of the Simcoe County District School Board, to include in all offers of purchase and sale a statement advising prospective purchasers 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.
82. The Owner shall agree in wording to the satisfaction of the Simcoe County District School Board, to include in all offers of purchase and sale a statement advising prospective purchasers that 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.

## County of Simcoe

83. The Owner shall acknowledge and agree, prior to final approval, the Owner shall submit to the County of Simcoe detailed engineering drawings for the any proposed private condominium roads for the purpose of determining waste collection service eligibility.
84. The Owner shall acknowledge and agree that:
- a) The County of Simcoe does not provide waste collection services to multi-unit residential buildings or properties containing 6 or more dwelling units, such as apartment buildings, condominium buildings, and other high density residential. The proposed Blocks 125 and 131 do not meet the requirements of the County of Simcoe's Waste Collection Design Standards. For these developments, it will be the responsibility of the apartment building owner or Condominium Corporation to arrange for waste collection services for these units through a private contractor to be paid for by the building owner or Condominium Corporation. A waste collection subsidy may be applied for to subsidize basic waste collection services (of both garbage and recycling) provided by a private operator for eligible residential units (subject to change in 2026 with the 2026 Provincial Recycling Change – Simcoe County). The County of Simcoe is not obligated to provide curbside waste collection services to commercial properties. However, County Council has directed that where commercial properties wish to received County service and the County's design standards are met, service may be provided at an equal level to one residential unit. Therefore, the property would be eligible to receive 1 trio of carts (recycling, organics and garbage) only. Though eligible, it is recognized that this level of service is unlikely to meet the needs of the development. Waste collection services may be provided in site specific locations, where the development is designed, constructed and maintained in accordance with the requirements of the County of Simcoe's Multi-Residential & Private Road Waste Collection Policy and Waste Collection Design Standards, to the satisfaction of the County of Simcoe. If for any reason this is not achieved, it will be the responsibility of the Owner or the Condominium Corporation to arrange for waste collection services for the residential dwelling lots fronting the condominium road through a private contractor, to be paid for by the Owner or Condominium Corporation. The Owner or Condominium Corporation will be required to submit an Application Form for Waste Collection Services including the applicable application fee and any necessary supporting engineering design drawings required by the County of Simcoe to determine waste collection service eligibility;
  - b) to include in the Declaration registered for the project under section 2 of the Condominium Act, and also to include in all Agreements of Purchase and Sale, an advisory clause notifying purchasers of who will be responsible for the collection of waste (i.e. garbage, recycling and organics). The Owner shall agree to include the following advisory clause in all future Site Plan, Condominium and/or other Agreements, the Declaration registered for the project under Section 2 of the Condominium Act and within all Agreements of Purchase and Sale or Lease for the townhouse units within this development, and for the residential units within all apartment buildings, to the satisfaction of the County of Simcoe:  
*"The County of Simcoe is not obligated to provide curbside waste collection services to residential dwelling units with vehicular access from private condominium roads, or to multi-unit residential buildings, in accordance with the County of Simcoe's Multi-Residential and Private Road Waste Collection Policy and Waste Collection Design Standards. This residential condominium*

*development has not been designed to meet the requirements of the County of Simcoe's Waste Collection Design Standards. It will be the responsibility of the Condominium Corporation(s) and apartment building owners to arrange for waste collection services for these residential dwelling units through a private contractor, to be paid for by the Condominium Corporation(s) and apartment building owners."*

c) the County is not required to provide waste collection service to the municipal roads until such time as the municipality assumes the roads. The County may, however, commence waste collection services on a municipal road once some level of residency begins and prior to the municipality assuming a road, subject to a request being made and regular access being available on the road. An initiation of services form can be obtained from the Simcoe Waste Collection By-law. 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. Carts must be able to be placed 0.6 metres (2ft) away from each other and 0.6 metres (2ft) from any other objects or obstructions (e.g. mailboxes, fire hydrants, parked vehicles). The carts must also be placed within 2.4 metres (8ft) of the travelled roadway for collection service. The limited available frontage for cart placement on units may prevent more than one set of carts from being used, if the property ever converts to more than one unit (such as an additional residential unit).

85. The Owner shall agree 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.

### **Archaeological Assessment**

86. The Owner shall carry out, prior to site alteration, an archaeological assessment of the subject property and mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archaeological resources found. No grading or other soil disturbances shall take place on the subject property prior to the Town of Collingwood and the Ministry of Culture confirming that all archaeological resource concerns have met licensing and resource conservation requirements.

87. The Owner shall ensure, prior to final approval of any phase, that the Town of Collingwood receives written confirmation from the appropriate Provincial agency that the Archaeological Assessment as prepared has been filed with and received by the said agency.

88. The Owner shall confirm, to the satisfaction of the Town, that the Wendake – Nation-Huronne-Wendat has been circulated the archaeological assessment for review and comment.

### **Clearances for Registration**

89. Prior to final approval the Town of Collingwood be advised, in writing, how Conditions 2 - 69, 71 – 73, 75, and 85 - 87 have been satisfied.

90. Prior to final approval clearance is required in writing from the Nottawasaga Valley Conservation Authority (NVCA) regarding how conditions 60, 62 - 65 and 67 - 70 have been satisfied.
91. Prior to final approval, clearance is required in writing from Canada Post regarding how condition 73 has been satisfied.
92. Prior to final approval, clearance is required in writing from EPCOR regarding how condition 74 has been satisfied.
93. Prior to final approval, clearance is required in writing from Enbridge Gas Distribution regarding how condition 75 has been satisfied.
94. Prior to final approval, clearance is required in writing from any applicable telecommunications provider regarding how condition 76 and 77 has been satisfied.
95. Prior to final approval, clearance is required in writing from Bell Canada regarding how condition 78 has been satisfied.
96. Prior to final approval clearance is required in writing from the Simcoe Muskoka Catholic District School Board regarding how condition 2, 79 has been satisfied.
97. Prior to final approval, clearance is required in writing, from the Simcoe County District School Board regarding how conditions 2, 80 and 81 have been satisfied.
98. Prior to final approval clearance is required in writing from the County of Simcoe regarding how conditions 2, 17, and 82 - 84 have been satisfied.
99. Prior to final approval clearance is required in writing from the Ministry with jurisdiction regarding how conditions 85 and 86 have been satisfied.
100. Prior to final approval clearance is required in writing from the Wendake – Nation-Huronne-Wendat regarding how condition 87 have been satisfied.

### **Lapsing of Approval**

101. The draft plan approval will lapse on July 29, 2027. If final approval is not given to this plan within the draft approval time period above, the draft approval will lapse under section 51(32) of the *Planning Act*. Draft approval may be extended pursuant to subsection 51(33) of the *Planning Act* and in accordance with Town of Collingwood policies subject to subsection 51(33.1), (33.2), (33.3), but no extension can be granted once the draft approval has lapsed, unless the Town exercises its authority under subsection 51(33.1). If the applicant wishes to request an extension to draft approval, a written explanation, together with the completed application form and fee and all necessary updated supporting studies or other necessary documentation as identified by and to the satisfaction of the Town of Collingwood, must be received by the Town of Collingwood, acting reasonably, at least four (4) months prior to the lapsing date.

### **Notes to Draft Approval**

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 Town, quoting file number: PLRDPS2024482
2. It is noted that, the draft plan of subdivision and associated conditions of draft plan approval may require revisions, to the satisfaction of the Town of Collingwood and/or any other authority with jurisdiction, to implement or integrate any recommendations from studies required as a condition of draft approval.
3. Section 144 of the Land Titles Act and subsection 78(10) of the Registry Act. Subsection 144(1) of the Land Titles Act requires that a plan of subdivision 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. 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 the title of the Owner of the land has been certified under the Certification of Title Act. Exceptions to this provision are set out in clauses (b) and (c) of subsection 78(10).
5. The Town of Collingwood requires all engineering drawings to be submitted in AutoCAD format as well as hardcopies.
6. All measurements in subdivision final plans must be presented in metric units.
7. The Final Plan approved by the Approval Authority must be registered within 30 days or the Town may withdraw its approval under subsection 51(32) of the Planning Act, R.S.O. 1990, as amended.