

Project Name: Linksview Subdivision

Applicant:	2577336 Ontario Limited	Date of Extension:	July 22, 2024
File No.:	D12020324	Lapse Date:	July 29, 2025
Municipality:	Town of Collingwood		
Subject Lands:	North Half of Lot 43, Concession 11, Town of Collingwood, County of Simcoe		

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

No. Conditions

1. That this approval applies to the Draft Plan of Subdivision located on the North Half of Lot 43, Concession 11, former Township of Nottawasaga, now Town of Collingwood, County of Simcoe prepared by Zubek, Emo, Patten and Thomsen Limited, dated June, 2016 and showing a total of:
 - a. 39 single detached residential lots (Lots 1 to 39 inclusive),
 - b. 2 Blocks for townhouses (8 units) (Blocks 40 and 41),
 - c. 1 Block for apartments (117 to 190 units) (Block 78),
 - d. 3 Blocks for emergency/walkway access (Blocks 84, 85 and 86),
 - e. 1 Block for either an elementary school or apartments (117 to 190 units) (Block 91),
 - f. 37 Blocks for a mix of single detached, semi-detached and townhouse residential lots (Blocks 42 to 77 inclusive and Block 108),
 - g. 3 Blocks for buffering of an adjacent golf course (Blocks 105, 106 and 79),
 - h. 2 Blocks for buffering of an adjacent golf course and to accommodate temporary turning circles (Blocks 103 and 104)
 - i. 1 Block for environmental protection purposes (Block 82),
 - j. Lands for future public streets (Streets A to M inclusive),
 - k. 7 Blocks for 0.3 metre road reserves (Blocks 94 to 100 inclusive),
 - l. 1 Block for stormwater management purposes (Block 83),
 - m. 2 Blocks for road widening purposes (Blocks 92 and 93),
 - n. 2 Blocks for parkland purposes (Blocks 80 and 81),
 - o. 5 walkway blocks (Blocks 87 to 90 inclusive and Block 107), and,
 - p. 2 Blocks for future residential lots to accommodate temporary turning circles (Blocks 101 and 102).
2. That the Owner shall agree in writing to satisfy all the requirements, financial and otherwise of the Town of Collingwood prior to final approval.
3. That prior to final approval and registration, the appropriate zoning shall be in effect for the proposed subdivision, including the zoning of Blocks 82 and 83 (natural hazard/feature and stormwater management respectively) as Environmental Protection (EP) to the satisfaction of the Town of Collingwood and the Nottawasaga Valley Conservation Authority.
4. That the Owner shall enter into a Subdivision Agreement for servicing, development and other necessary matters, satisfactory to the Town of Collingwood in consultation with any other appropriate authority, before any development or site alteration within the plan, excepting approved remediation works and general site earth works. This agreement 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 approvals;
 - c. Hydro;
 - d. Storm sewers, stormwater management;
 - e. Road widenings and reconstruction;
 - f. Monitoring wells;
 - g. Securities or letters of credit, cash contributions, levies (development charges);
 - h. Emergency services;
 - i. Land dedications and easements, road reserves;
 - j. Noise abatement;
 - k. Fencing, berming, buffer blocks and planting;
 - l. Grading and sodding, signed entry features, parkland and tree preservation;
 - m. Warning clauses, hoarding, and,
 - n. Dwelling unit densities.

- 4.1 That the Owner acknowledges and agrees that prior to final approval of all or part of the draft plan, it shall have received confirmation from the Town of Collingwood that sufficient capacity exists in the Water Treatment Plant and Waste Water Treatment Plant to adequately service the development at the 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, in its sole discretion.
- 4.2 That the Owner acknowledges and agrees that the above noted confirmation of servicing capacity does not necessarily entail formal allocation or a guarantee of water or waste water capacity. The Owner acknowledges and agrees that the process requirements associated with formal allocation of servicing capacity shall be at the sole discretion of Town of Collingwood and may be provided through satisfaction of the above noted condition, through provisions to be included in the Subdivision Agreement, and/or through an alternate arrangement.
- 4.3 The Owner shall acknowledge and agree in the Subdivision Agreement that building permits will not be issued until the Town is satisfied that adequate water, sewers, utilities and roads are available to the lands, except that building permits may be issued for model homes upon terms and conditions established by the Town.
- 4.4 The Owner shall acknowledge and agree in the subdivision agreement that building permits will not be issued for lands in any stage of development within the draft plan of subdivision until the Town is satisfied there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment and emergency services is available.
5. That the Subdivision Agreement mentioned above shall be registered against the lands to which it applies as provided for in the Planning Act, R.S.O. 1990.
6. That the Owner shall agree in the Subdivision Agreement 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, County of Simcoe and School Boards.
7. That the Owner shall agree that the road allowances shown as Streets "A" through "M" inclusive on the draft plan shall be constructed and dedicated as public highways, and named 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.
8. That the Owner shall provide an emergency vehicle access from the Tenth Line into the subdivision, to the satisfaction of the Town of Collingwood, either by way of blocks 84 and 85 or across the northern portion of Fisher Field to the southern terminus of Street E. Regardless of the location of the aforementioned emergency access Block 86 is also to function, to the satisfaction of the Town of Collingwood, for purposes of emergency access.
9. That the Owner shall agree in the Subdivision Agreement that the Owner will be required to complete to Town specifications, at the Owner's expense, the following external works:
 - a. Extend the trunk watermain from its existing location on the Sixth Street at Georgian Meadows Drive to the site at the Tenth Line and the new proposed road; and,
 - b. Design and construct the Stewart Road booster facility, if and when required.
10. The channelization of Taylors Creek is a requirement for development. This channelization work was completed by neighbouring landowners in 2018. The Owner, as a beneficiary to these works, shall agree in the Subdivision Agreement to proportionately reimburse the neighbouring property owners who front ended these works, to the satisfaction of the Town of Collingwood.
11. The Owner agrees in the Subdivision Agreement to the satisfaction of the Town of Collingwood, to enter into an Advanced Timing Financial Arrangement, which shall be registered on title, with respect to the construction Stewart Road booster station and the trunk watermain extension outlined in condition 9. 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 land owners,

Development Charge credits, securities, and recovery for front-ended works.

12. The owner shall agree in the subdivision agreement to the satisfaction of the Town of Collingwood, to enter into a cost sharing agreement with respect to the following works that were front-ended by the adjoining Georgian Meadows development:
 - a) The proportional share of cost for the Black Ash Creek trunk sanitary works from the point of connection within the Consar site to the Mountain Road trunk sanitary sewer.
13. All temporary turning circles, if required, are to be constructed with a minimum turning radius of 13.0 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.
14. That all roads within the proposed development will be constructed to Town of Collingwood Standards including curb & gutter, hot asphalt, granular, storm sewers, sanitary sewer, watermain, subdrains, sidewalks, bicycle lanes, street lights, traffic signs, driveway approaches, sodded boulevards, boulevard trees and landscaping.
15. That the Owner shall agree in the Subdivision Agreement to provide public walkways, sidewalks, bicycle lanes and trails to the satisfaction of the Town of Collingwood.
16. That the Owner agrees that the 3.0 metre road widenings shown as Blocks 92 and 93 shall be deeded in fee simple to the Town of Collingwood.
17. That the Owner agrees that the 0.3 metre road reserves shown as Blocks 94 to 100 shall be deeded to the Town of Collingwood.
18. That the Owner will agree by agreement to designate lands for parkland as required in accordance with Town policy and Section 42 and 51 of the Planning Act, as amended.
19. That the Owner agrees to convey to the Town of Collingwood, Block 83, for stormwater management purposes, and Block 82 for environmental protection, to the satisfaction of the Town of Collingwood, in consultation with the Nottawasaga Valley Conservation Authority.
20. That prior to final approval, the Owner shall carry out a Traffic Impact Study to the satisfaction of the Town of Collingwood and that the Owner will agree to carry out the recommendations of this study to the satisfaction of the Town of Collingwood.
21. That prior to final approval, the Owner will agree to carry out a Noise and Vibration Assessment Study to the satisfaction of the Town of Collingwood. The Owner will agree to carry out the recommendations of this study to the satisfaction of the Town of Collingwood, including the possibility of a Standard MOE proximity clause on purchase and sale agreements advising that noise may be audible from time to time.
22. That the Owner will be responsible for carrying out the works recommended in Condition 21 to the satisfaction of the Town of Collingwood. Without limiting the general or specific requirements of the above referenced Noise Assessment Study, the Owner agrees to provide a standardized fence and landscaping treatment along all residential lots abutting the Tenth Line to the satisfaction of the Town of Collingwood.
23. That the Owner shall agree in the Subdivision Agreement to transfer Blocks 79, 103, 104, 105, and 106, 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.
24. That the Owner shall agree in the Subdivision Agreement that prior to occupancy of residential dwelling units on affected lots, that golf spray mitigation measures, including the aforementioned conveyance of buffer blocks, shall have been undertaken to the satisfaction of the Town of Collingwood.
25. That the Owner shall agree in the Subdivision Agreement to include an appropriately worded warning clause in agreements of purchase and sale for all affected lots 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.

26. That the Owner shall agree that the aforementioned Notice provision be registered against title to the subdivision lands by way of a restrictive covenant.
27. That the Owner shall agree in the Subdivision Agreement that all dedications of land to the Town of Collingwood shall be at no cost to the municipality, in accordance with the *Planning Act*.
28. That the Owner shall agree in the Subdivision Agreement to provide fencing where required to the satisfaction of the Town of Collingwood, in consultation with the Nottawasaga Valley Conservation Authority, including, but not limited to, interfaces between residential lots and Town owned land such as park lands, open space, walkways, storm water ponds, Tenth Line and natural environmental areas.
29. That the Owner shall accommodate all existing drainage within and external to the subject plan according to the Town of Collingwood's Stormwater Management Policies and to the satisfaction of the Engineering Services Department. 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.
30. That the Owner shall agree in the Subdivision Agreement 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.
31. That prior to any site alteration within the plan, the following shall be prepared to the satisfaction of the Town of Collingwood, in consultation with the Nottawasaga Valley Conservation Authority:
 - a. A detailed Stormwater Management Report;
 - b. An Erosion Control Plan;
 - c. A detailed Grading Plan;
 - d. If required as a storm outlet, a detailed design for Taylor's Creek on the Consar Lands using natural channel design principles;
 - e. A detailed Enhancement and Landscaping Plan for the stormwater management pond;
 - f. A detailed Geotechnical Report for the Stormwater facility; and,
 - g. A detailed Hydrogeological Assessment.
32. That the draft plan be revised in order to meet the requirements of the above condition including providing for a larger stormwater pond block (if necessary) to the satisfaction of the Town of Collingwood in consultation with the Nottawasaga Valley Conservation Authority.
33. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the Town of Collingwood, in consultation with the Nottawasaga Valley Conservation Authority, to carry out or cause to be carried out the recommendations and measures contained within the plans and reports set out above.
34. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the Town of Collingwood, in consultation with the Nottawasaga Valley Conservation Authority, to ensure that all stormwater management facilities and sediment and/or erosion control measures as approved by the Town, will be in place prior to the creation of impervious areas such as roads and buildings being undertaken.
35. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the Town of Collingwood, in consultation with the Nottawasaga Valley Conservation Authority, to 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 Town of Collingwood.
36. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the Town of Collingwood, in consultation with the Nottawasaga Valley Conservation Authority, that the necessary drainage easements be established and granted to the Town of Collingwood.
37. That prior to any site alteration or development at this location or related off-site works, required permits, under Ontario Regulation 172/06 and the *Conservation Authorities Act*,

will be obtained from the Nottawasaga Valley Conservation Authority.

38. That the Nottawasaga Valley Conservation Authority is notified in writing through a copy of the passed zoning by-law including its text and schedule that the Regulatory Floodplain, natural environmental feature in the north west quadrant of the property and the storm water management facility have been restrictively zoned (e.g. Environmental Protection (EP)).
39. That the Owner shall agree in the Subdivision Agreement 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.
40. That 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.
41. That the Owner shall agree in the Subdivision Agreement to provide electrical servicing suitably designed and of sufficient capacity to provide for the proper servicing of the lands within and external to the subdivision to the satisfaction of EPCOR Inc.
42. That the Owner shall agree in the Subdivision Agreement, 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 granted to the appropriate agencies or authorities, free and clear of all encumbrances to the satisfaction of the Town of Collingwood and all appropriate agencies or authorities.
43. That 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.
44. That the Owner shall agree in the Subdivision Agreement to make arrangements to the satisfaction of the Town of Collingwood for a suitable construction traffic route.
- 44.1 That the Owner agrees 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. Traffic protection plan for vehicular and pedestrian traffic in accordance with OTM Book 7;
 - f. Material delivery loading areas, coordination and enforcement;
 - g. Office space (construction trailer);
 - h. Working hours;
 - i. Debris (garbage);
 - j. Noise and dust control;
 - k. Importation and exportation of fill or surplus material;
 - l. Site access and egress;
 - m. Communications plan for providing notification to and addressing concerns of:
 - Immediately adjacent residents;
 - Adjacent residents;
 - The broader community who may have questions about the development; and,
 - Purchasers/New homeowners;
 - n. Impact mitigation plan for residents affected by off-site servicing; and,
 - o. 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.

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.

45. That the Owner shall agree in the Subdivision Agreement that prior to final approval, arrangements will be made to the satisfaction of the Town of Collingwood for the relocation of any utilities required by the development of the subject lands to be undertaken at the expense of the Owner.
46. That the Owner will agree in the Subdivision Agreement that prior to final approval, the Owner is to submit a Streetscape and Stormwater Management Landscape Plan to the satisfaction of the Town of Collingwood. 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.
47. That the Owner will agree in the Subdivision Agreement that prior to final approval, the Owner shall to the satisfaction of the Town of Collingwood demolish and remove any existing buildings or structures.
48. That prior to any tree removal or site alteration, the Owner shall 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.
49. That prior to any tree removal or site alteration, the Owner shall be required to submit a Tree Preservation Plan to the satisfaction of the Town of Collingwood.
50. Intentionally deleted and replaced as follows:
 - 50.1 That the Owner agrees to provide, prior to the offering of models for sale, Urban Design and Architectural Control Guidelines prepared by a qualified Architect, and Landscape Architect as required, for peer review at the applicant's expense and for approval by the Director of Planning and Building Services. 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, at the owner's expense, all to the satisfaction of the Town of Collingwood.
 - 50.2 That the Owner agrees to incorporate and operationalize the Urban Design and Architectural Control Guidelines through implementation process requirements to the satisfaction of the Town of Collingwood.

The Owner acknowledges and agrees that the process requirements associated with implementation of the Urban Design and Architectural Control Guidelines shall be at the sole discretion of Town of Collingwood and may be provided through satisfaction of the above noted condition, through provisions to be included in the Subdivision Agreement and/or through an alternate arrangement.

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

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

- 50.3.1 That 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 Director of Planning and Building Services.

- 50.3.2 That the Owner agrees that no pre-sales of residential units in this draft plan 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 Waste Water Treatment Plant to adequately service the development.
- 50.4.1 That the Owner shall agree in the Subdivision Agreement to provide for any warning clauses deemed necessary by the Town of Collingwood or partner agencies to provide notice of various issues identified by the Town of Collingwood or partner agencies, or that may arise from subsequent review and approvals, in all Offers of Purchase and Sale, lease/rental agreements and/or condominium declarations and similar documents, all to the satisfaction of the Town of Collingwood.
- 50.4.2 That the Owner agrees, that prior to inclusion of the aforementioned warning clauses in any Offers of Purchase and Sale, the warning clauses shall be provided to the Town of Collingwood and confirmed to be to the satisfaction of the Director of Planning and Building Services.
- 50.5 That prior to final approval the Owner shall complete, where appropriate, lot patterning plans for multi-unit residential Blocks 42 through 77 and 108 that, among other matters, are in keeping with Urban Design and Architectural Control 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.
51. That the subdivision may be registered in phases and/or the Subdivision Agreement between the Owner and the Town of Collingwood may contain phasing arrangements, if required, to the satisfaction of the Town of Collingwood. Phasing arrangements may be required to address a variety of matters, including, but not limited to, staging of services, provision of public facilities, construction access for multi-phased developments and the interrelationship of the proposed development to future phases.
52. That prior to final approval, the Owner shall carry out 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 tree cutting, stump removal, 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.
53. If required under the Endangered Species Act of 2008, that the Owner shall register a Notice of Butternut Impact with the Ministry of Natural Resources and shall carry out any requirements therein.
54. That the Owner shall co-ordinate the preparation of an overall utility distribution plan to the satisfaction of the Town of Collingwood and/or any authority having jurisdiction.
55. Either on the final M-plan or on a reference plan that is prepared based on the final M-Plan, the Owner shall identify temporary turning circles or hammer-head turnarounds at all dead-ends and cul-de-sacs on municipal roads to facilitate the safe turnaround of County of Simcoe waste collection vehicles and emergency services vehicles, to the satisfaction of the Town and County. A copy of the proposed final M-plan or reference plan showing the temporary turning circles or hammer-head turnarounds shall be provided to the County for review and approval prior to registration.
56. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the County that the County of Simcoe is not required to provide waste collection service to the municipal roads until such time as the municipality assumes the road. The County may, however, commence waste collection services on the municipal roads 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.
57. That the Owner shall agree in the Subdivision Agreement, with 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.

58. The Owner acknowledges and agrees that Block 91 will be reserved for a period of up to 8 years from the date of registration of the phase of the Plan of Subdivision that contains Block 91. The purpose of the reserve is to permit the Simcoe County District School Board to acquire such lands at fair market value. The Owner agrees to request in writing that the Simcoe County District School Board confirm their intention to acquire Block 91 six (6) months prior to the expiry of this 8-year reservation period. The Town and the Owner acknowledge and agree that upon receipt by the Town of written notice from the Simcoe County District School Board indicating that the Simcoe County District School Board will not acquire Block 91, clauses 58-62 shall be at an end and deemed to be of no further force and effect.
59. The Owner acknowledges and agrees that prior to the acquisition of Block 91 and at no additional cost to the Simcoe County District School Board beyond the fair market value, Block 91 will be:
 - a. graded to conform to the overall grading plan of the plan of subdivision; and
 - b. sodded or seeded with a minimum topsoil depth of 200mm; and
 - c. free of soil and refuse stockpiles; and
 - d. graded with compacted and clean material; and
 - e. fenced in accordance with municipal standards along all boundaries with an access gate sufficient for construction vehicles at the street frontage; and
 - f. posted with a sign reading "Notice: The construction of a public school on this site is not guaranteed. Students from this development may be bused to elementary schools outside of the community."
 - g. Suitable for construction purposes with supporting documentation by a qualified professional with respect to soil bearing factors, surface drainage, topography, and environmental contaminants; and
 - h. Serviced with natural gas, electrical, data and telecommunications, water, storm and sanitary sewer, with service connections at the mid-point of the block to the satisfaction of the school board.
60. Prior to final approval, the owner shall submit to the Simcoe County District School Board for its review a copy of the engineering plans demonstrating the storm drainage system for the Block 91 lands.
61. Prior to final approval, the owner shall submit to the Simcoe County District School Board for its review a copy of the engineering plans demonstrating the overall grading plans for the lands within the draft plan of subdivision.
62. The Owner shall provide the school board with confirmation in writing from the local electrical authority that the requisite electrical capacity, including supply voltage, is supplied to the school site frontage at no additional cost to the Simcoe County School Board beyond the market value of Block 91.
63. The Owner agrees to include in all offers of purchase and sale of residential units a statement that advises prospective purchasers that public schools on designated sites in the community are not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside the area.
64. The Owner agrees to include in all offers of purchase and sale of residential units a statement that advises prospective purchasers that school buses will not enter cul de sacs and that pick up points will not be located within the subdivision until major construction activity has been completed.
65. The Owner agrees to include the following warning clauses in all offers of purchase and sale: An elementary school may be constructed in the future on Block 91 and the purchaser acknowledges and accepts, that:
 - (i) Block 91 is a future development site and will be maintained by the Owner as such.

- (ii) noise, dust and truck traffic are normal circumstances during the construction of a school.
 - (iii) noise, exterior lighting, portable classrooms and increased traffic on neighbouring streets during peak A.M. and P.M. hours and during special events are normal operating conditions for a school.
 - (iv) in the event that Simcoe County District School Board does not purchase and/or develop Block 91, Block 91 may be redeveloped or sold for future development.
66. Condition numbers 58 – 65 will be secured in the subdivision agreement between the Owner and the Town.
67. That the Owner shall provide Canada Post with two copies of the above-ground utility coordination plans. Furthermore, that the Owner shall agree in the Subdivision Agreement 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.
68. That the Owner shall insert the following conditions in the Subdivision Agreement to the satisfaction of Enbridge Gas Distribution:
- a. Streets are to be constructed in accordance with composite utility plans previously submitted and approved by the Town and/or authority having jurisdiction;
 - b. The Owner shall grade all streets to final elevation prior to the installation of the gas lines and provide Enbridge Gas Distribution Inc. with the necessary field survey information required for the installation of the gas lines; and,
 - c. The Owner shall provide current Town approved road cross-sections showing all utilities in the configuration proposed for all of the street widths within the development, and the gas locations must be a minimum of 0.6 metres from the street line.
69. The Owner is hereby advised 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 alternate communication / telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication / telecommunication services for emergency management service (i.e., 911 Emergency Services).
70. That the Owner shall agree in the Subdivision Agreement to grant any easements and maintenance agreements that may be required for communication / telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing communication / telecommunication facilities or easements, the Owner/Developer shall be responsible for the relocation of such communication / telecommunication facilities or easements.
71. That prior to final approval, a copy of the proposed final plan is to be forwarded to the Town of Collingwood as the Approval Authority for review and approval.
72. That prior to final approval the Town of Collingwood as the Approval Authority will be advised, in writing, how conditions 2 to 30, 39 to 51, 53 to 54 and 71 have been satisfied.
73. That prior to final approval the Town of Collingwood as the Approval Authority will be advised, in writing, by the Nottawasaga Valley Conservation Authority how conditions 19,

28 and 31 to 38 inclusive have been satisfied.

74. That prior to final approval the Town of Collingwood as the Approval Authority will be advised, in writing, by the Ministry of Culture how condition 52 has been satisfied.
75. The prior to final approval the Town of Collingwood as the Approval Authority will be advised, in writing, by the County of Simcoe how conditions 55 to 56 have been satisfied.
76. The prior to final approval the Town of Collingwood as the Approval Authority will be advised, in writing, by the Simcoe Muskoka Catholic District School Board how condition 57 has been satisfied.
77. That prior to final approval the Town of Collingwood as the approval authority will be advised, in writing, by the Simcoe County District School Board how Conditions 58 to 66 inclusive have been satisfied.
78. That prior to final approval the Town of Collingwood as the Approval Authority will be advised, in writing, by Canada Post how condition 67 has been satisfied.
79. That prior to final approval the Town of Collingwood as the Approval Authority will be advised, in writing, by Enbridge Gas Distribution how condition 68 has been satisfied.
80. That prior to final approval the Town of Collingwood as the Approval Authority will be advised, in writing, by communication / telecommunication provider(s) how conditions 69 and 70 have been satisfied.
81. The draft plan approval will lapse on July 29, 2025. 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).

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 **D12020324**.
2. It is suggested that the Owner be aware of Section 144 of the Land Titles Act and subsection 78(10) of the Registry Act. Subsection 144(1) of the Land Titles Act requires that a plan of subdivision 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).

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).
3. The Town of Collingwood requires all engineering drawings to be submitted in AutoCAD format as well as hardcopies.
4. All measurements in subdivision final plans must be presented in metric units.
5. All lands to be conveyed must be free and clear of all encumbrances.
6. The Owner will be required to contact Bell Canada's Engineering Department regarding the details for servicing within the subdivision as well as the necessary Letters of Understanding.
7. The Nottawasaga Valley Conservation Authority will require a copy of the executed Subdivision Agreement prior to the clearance of the draft plan conditions.
8. The Owner shall agree, prior to final approval, to pay all development fees to the Conservation Authority as required in accordance with the Nottawasaga Valley Conservation Authority's fees policy, under the *Conservation Authorities Act*.

9. If agency draft plan conditions concern conditions within the Subdivision Agreement, a copy of the Agreement should be sent to them to expedite the clearance of the final plan.
10. If final approval is not given to this plan within the draft approval time period above the draft approval will lapse under subsection 51(32) of the Planning Act. Draft approval may be extended pursuant to subsection 51(33) of the Planning Act but no extension can be granted once the draft approval has lapsed.

If the applicant wishes to request an extension to draft approval a written explanation, together with the completed application form and fee, must be received by the Town sixty (60) days prior to the lapsing date.

11. The Final Plan approved by the Town 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.

Subject to the conditions set forth above, the approval of this Draft Plan of Subdivision is extended under Section 51 of the Planning Act, R.S.O 1990, Chapter 13, as amended, this 22nd day of July, 2024.

Approval Authorized by:
Summer Valentine,
Director of Planning, Building and
Economic Development