Red Maple Plan of Subdivision extension of draft plan approval as per Resolution No. RES-101-2022 and RES-102-2022 approved by Council on March 21<sup>st</sup>, 2022.

Owner: 2721733 Ontario Inc. Town File Nos: D1201212, D124114, D1208217 and D1202521

#### No. Conditions

1. That this approval applies to the Draft Plan of Subdivision located on Part of the South Half of Lot 44, Concession 10, former Township of Nottawasaga, now Town of Collingwood, County of Simcoe prepared by Lucas & Associates, dated October 16<sup>th</sup>, 2014 and showing a total of:

- a. 131 single detached residential lots (Lots 1 63, 70 72, 83 127, 132 146, 171 174 & 181),
- b. 56 "street" townhouse lots (Lots 64 69, 73 82, 128 131, 147 170, 175 180 & 182 187).
- c. 1 Block for condominium townhouses (91 units) (Block 192),
- d. 2 Blocks for environmental protection purposes (Blocks 196 & 198),
- e. Lands for future public streets (Streets A J inclusive),
- f. 2 Blocks for 0.3 metre road reserves (Blocks 188 & 189),
- g. 1 Block for stormwater management purposes (Block 194),
- h. 1 Block for parkland purposes (Block 190), and
- i. 4 Blocks for service corridors and walkways (Blocks 191, 193, 197 & 199).
- 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.
- 4. That the Owner shall enter into a Subdivision Agreement for servicing, development and other necessary matters, satisfactory to the Town of Collingwood or 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 and conservation 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;
  - i. Noise abatement;
  - k. Fencing, berming, buffer blocks and planting;
  - I. Grading and sodding, signed entry features, parkland and tree preservation; and

m. Warning clauses, hoarding.

The details of which are indicated in correspondence from appropriate commenting agencies and departments.

#### 4.1. Confirmation of Servicing Capacity (New)

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 Servicing Capacity Allocation (New)

b) 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 Water Capacity and Building Permit Issuance (New)

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. Water Capacity and Access for Fire and Emergency Services (New)

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.

### 4.5. No Presales - Servicing Capacity (New)

That the Owner agrees that no pre-sales of residential units 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.

- 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 "J"

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 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.
- 9. The owner shall agree in the subdivision agreement to the satisfaction of the Town of Collingwood, to enter into a cost sharing agreement with Mair Mills Village for the necessary Taylor Creek Channelization improvements.
- 10. Intentionally deleted
- 11. 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.
- 12. That all roads within the proposed development will be constructed to Town of Collingwood Standards including curb & gutter, hot asphalt, granular, **traffic calming**, storm sewers, sanitary sewer, watermain, subdrains, sidewalks, street lights, traffic signs, driveway approaches, sodded boulevards, boulevard trees and landscaping.
- 13. That the Owner shall agree in the Subdivision Agreement to provide public walkways, sidewalks, **on-street cycling facilities** and trails to the satisfaction of the Town of Collingwood. This will also include, **but is not limited to**, the Owner constructing a 4.0 metre wide concrete emergency access/trail connecting the lands with the Georgian Meadows development. This access shall be located through Block 193 (service corridor walkway) and will connect Street "J" with Brooke Avenue. The concrete structure, curb cuts and typical section shall be to the satisfaction of the Town of Collingwood.
- 14. That the Owner agrees that the 0.3 metre road reserves shown as Blocks 188 & 189 shall be deeded to the Town of Collingwood.
- 15. Intentionally deleted and replaced with the following:
- 15.1 Parkland Dedication (revised)

That the Owner agrees to enter into an agreement and dedicate Block 190 and/or any other lands within the subdivision to the Town of Collingwood for park purposes, in accordance with Town policies and Section 51.1 of the Planning Act, as amended.

## 15.2 Parkland Design and Improvements

That the Owner agrees to design and provide improvements to the park block(s) to the applicable standard to the satisfaction of the Town of Collingwood.

- 16. 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.
- 17. That prior to final approval, the Owner will in the Subdivision Agreement agree to carry out the noise control recommendations outlined in the Environmental Noise Impact Study prepared by Aercoustics Engineering Ltd. dated July 9, 2012 and also to include the appropriate noise warning clauses on the purchase and sale agreements advising that noise may be audible from time to time for those dwellings adjacent to the Tenth Line. The Subdivision Agreement will also provide that the Owner construct an acoustical fence and install landscaping treatments abutting the Tenth Line to the satisfaction of the Town of Collingwood.
- 18. 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 8. 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.
- 19. That the Owner shall agree in the Subdivision Agreement that all dedications of land the Town of Collingwood requires shall be at no cost to the municipality.
- 20. That the Owner shall agree in the Subdivision Agreement to provide fencing to the satisfaction of the Town of Collingwood where required including, but not limited to, interfaces between residential lots and Town owned land such as park lands, open space, walkways, storm water ponds and Tenth Line.
- 21. That the Owner shall agree in the Subdivision Agreement to relocate the portions of fence on the neighbouring Agnora property to follow the newly established lot line to the satisfaction of Agnora and the Town of Collingwood.
- 22. 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, **including consideration of a stormwater harvesting proposal**. 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.
- 23. That prior to any site alteration within the plan, the following shall be prepared to the satisfaction of the Nottawasaga Valley Conservation Authority, and the Town of Collingwood:
  - a. A detailed Stormwater Management Report;
  - b. An Erosion Control Plan;
  - c. A detailed Grading Plan;
  - d. A detailed design for Taylor's Creek using natural channel design principles; and
  - e. A detailed Enhancement and Landscaping Plan for the stormwater management pond, drainage corridor and open space blocks.

- 24. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to 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.
- 25. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the Nottawasaga Valley Conservation Authority, to ensure that all stormwater management facilities and sediment and/or erosion control measures will be in place prior to the creation of impervious areas such as roads and buildings being undertaken.
- 26. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to 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 Conservation Authority.
- 27. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the Nottawasaga Valley Conservation Authority, that the necessary drainage easements be established and granted to the Town of Collingwood.
- 28. That prior to any site alteration or development at this location, required permits, under Ontario Regulation 172/06 and the *Conservation Authorities Act*, will be obtained from the Nottawasaga Valley Conservation Authority and any necessary authorization from the Department of Fisheries and Oceans for any harmful alteration, disruption or destruction of fish habitat.
- 29. 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.
- 30. 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 as directed by and to the satisfaction of the Town of Collingwood. The design and construction shall include the relocation of a portion of the existing Black Ash trunk sanitary sewer such that it follows the proposed internal road alignment.
- 31. Water Distribution System, Design and Modelling (Revision/Addition)
  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 of Collingwood. 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.
- 32. 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 as directed by and to the satisfaction of **EPCOR Inc.**
- 33. 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.

- 34. That the Owner shall agree in the Subdivision Agreement to prepare the necessary plans and documents for the removal of existing stormwater easement that will become redundant as a result of the relocation and channelization of Taylor Creek.
- 35. 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.
- 36. 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.
- 36.1 Construction and Communication Management Plan (New)

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 ad 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;
- I. 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 of Collingwood, 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.

- 37. 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.
- 38. 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 Subdivision Guidelines and Development Standards and also shall address such matters as the location of driveways.
- 39. That prior to any tree removal or site alteration, the Owner shall submit an Application to Destroy Trees to the satisfaction of the Town of Collingwood and all site works shall be in strict accordance with the approved Permit and/or associated Agreement.
- 40. 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. The Tree Preservation Plan shall be consistent with any and all applicable recommendations of the reports required to be prepared under condition 4.
- 41. Intentionally deleted and replaced as follows:
- 41.1 Requirement for Urban Design and Architectural Control Guidelines (Revision/Addition)

That the Owner agrees to provide, prior any presales of residential units, Urban Design and Architectural Control Guidelines prepared by a qualified Architect, and Landscape Architect as required, for peer review at the applicant's expense. 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.

41.2. Urban Design and Architectural Control Guidelines - Implementation Provisions (Revision/Addition)

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.

#### 41.3. Requirement for Warning Clauses (New)

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, to the satisfaction of the Town of Collingwood.

### 42. Phasing (Revision/Addition)

That the subdivision is required to be registered in phases with Phase 1 consisting of the conveyance of Block 198, containing Taylor's Creek, a trail and environmental protection lands, to the Town of Collingwood. Subsequent to Phase 1 the subdivision may be registered in additional 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.

- 43. That prior to final approval, the Owner shall carry out an archaeological assessment of those portions of the subject property that had not been previously reviewed in the Stage 1 & 2 Archaeological Assessment prepared by Timmins Martelle Heritage Consultants Inc. dated September 2006, and further to 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.
- 44. That the Owner shall co-ordinate the preparation of an overall utility distribution plan to the satisfaction of all effected authorities and the Town of Collingwood.

- 45. 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.
- 46. That the Owner shall agree in the Subdivision Agreement, with wording to the satisfaction of the Simcoe County District School Board, to include in all offers of purchase and sale a statement that advises the prospective purchaser that the public schools on designated sites in the community are not guaranteed. Attendance at schools in the area yet to be constructed is also not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside the area.
- 47. That the Owner shall agree in the Subdivision Agreement, with wording to the satisfaction of the Simcoe County District School Board, to include in all offers of purchase and sale a statement that advises the prospective purchaser 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.
- 48. 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.
- 49. 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 all utilities;
  - 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.
- 50. 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).

- 51. That the Owner shall agree in the Subdivision Agreement to grant any easements 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.
- 52. 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.
- 53. That prior to Council enacting and passing a by-law to authorize the Subdivision Agreement the Town of Collingwood, as the Approval Authority, will be advised by the Owner in writing and with supporting documentation how all of the above conditions have been satisfied.

## 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 **D1201212**, **D124112**, **D1208-2-17** and **D1202521**
- 2. It is suggested that the Owner be aware of Section 144 of the <u>Land Titles Act</u> and subsection 78(10) of the <u>Registry Act</u>. Subsection 144(1) of the <u>Land Titles Act</u> requires that a plan of subdivision of land that is located in a land titles division be registered under the <u>Land Titles Act</u>. Exceptions to this provision are set out in subsection 144(2).
  - Subsection 78(10) of the <u>Registry Act</u> requires that a plan of subdivision of land that is located only in a registry division cannot be registered under the <u>Registry Act</u> unless the title of the Owner of the land has been certified under the <u>Certification of Title Act.</u> 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 14 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. Deleted (previous note dealt with water and waste water treatment plant capacities and allocations which are now addressed through conditions 4.1, 4.2)

- 7. 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.
- 8. The Nottawasaga Valley Conservation Authority will require a copy of the executed Subdivision Agreement once it is available.
- 9. 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*.
- 10. 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.
- 11. The approval of this draft plan is for a period of three (3) years and will lapse on **March 25**<sup>th</sup>, **2022**.

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 <u>Planning Act</u>. Draft approval may be extended pursuant to subsection 51(33) of the <u>Planning Act</u> 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.

12. 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 <u>Planning Act</u>, R.S.O. 1990, as amended.

Subject to the conditions set forth above, this Draft Plan is granted an extension of draft approval under Section 51(33) of the <u>Planning Act</u>, R.S.O 1990, Chapter 13, as amended, this 21<sup>st</sup> day of March, 2022.

MAYOR
CLERK