

Ontario Land Tribunal
Tribunal ontarien de l'aménagement
du territoire



ISSUE DATE: May 25, 2022

CASE NO.: OLT-21-001181

PROCEEDING COMMENCED UNDER subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: 31 Huron Street Inc.
Subject: Application to amend Zoning By-law - Refusal or neglect to make a decision
Description: To permit the development of a six storey commercial-residential building with 130 condominium apartment units and ground floor commercial
Reference Number: D14320
Property Address: 31 Huron Street
Municipality/UT: Collingwood/Simcoe
OLT Case No.: OLT-21-001181
OLT Lead Case No.: OLT-21-001181
OLT Case Name: 31 Huron Street Inc. v. Collingwood (Town)

PROCEEDING COMMENCED UNDER subsection 41(12) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant/Appellant: 31 Huron Street Inc.
Subject: Site Plan
Description: To permit the development of a six storey commercial-residential building with 130 condominium apartment units and ground floor commercial
Reference Number: D111320
Property Address: 31 Huron Street
Municipality/UT: Collingwood/Simcoe
OLT Case No.: OLT-22-001927
OLT Lead Case No.: OLT-22-001181

BEFORE:

C. HARDY)
MEMBER)
)
) Wednesday, the 25th
) day of May, 2022

THIS MATTER having come before the Tribunal and in its Decision issued on April 13, 2022, approved the Zoning By-law Amendment and Site Plan Agreement in principle and withheld the final Order pending confirmation from the Parties that the Site Plan Agreement and related site plans are complete and in their final form and the Town has exempt the Appellant from the Town's Interim Control By-law;

AND THE TRIBUNAL having received confirmation from the Parties that the site plan agreement and related site plans are complete and in their final form and the Town has exempt the Appellant from the Town's Interim Control By-law;

THE TRIBUNAL ORDERS that the Zoning By-law Amendment, attached as Schedule A, and Site Plan Agreement, attached as Schedule B, are approved.

"Euken Lui"

EUKEN LUI
ACTING REGISTRAR

Ontario Land Tribunal

Website: olt.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248

The Conservation Review Board, the Environmental Review Tribunal, the Local Planning Appeal Tribunal and the Mining and Lands Tribunal are amalgamated and continued as the Ontario Land Tribunal ("Tribunal"). Any reference to the preceding tribunals or the former Ontario Municipal Board is deemed to be a reference to the Tribunal.

SCHEDULE A

BY-LAW No. 2022-034
OF THE
CORPORATION OF THE TOWN OF COLLINGWOOD



BEING A BY-LAW UNDER THE PROVISION OF SECTION 34 OF THE *PLANNING ACT*, R.S.O. 1990,
C. P.13, AS AMENDED

WHEREAS Section 34 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, permits a Council to pass a by-law prohibiting the use of land, buildings or structures within a defined area or areas;

AND WHEREAS Collingwood Zoning By-law No. 2010-040 (the "**Zoning By-law**") is the governing zoning by-law of The Corporation of the Town of Collingwood (the "**Town**") and was finally passed by the Council of the Town on April 12, 2010;

AND WHEREAS the Council of the Town has deemed it advisable to amend the Zoning By-law in the manner set out below;

AND WHEREAS Council deems that adequate public notice of the public meeting was provided and adequate information regarding this amendment was presented at the public meeting held on May 17, 2021, and that a further meeting is not considered necessary in order to proceed with this amendment;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF COLLINGWOOD ENACTS AS FOLLOWS:

1. Schedule "A" of the Zoning By-law is hereby amended, in accordance with the Schedule "A" attached hereto, by rezoning lands indicated thereon from the DEFERRED COMMERCIAL (DC) ZONE to the DOWNTOWN CORE COMMERCIAL – EXCEPTION TEN (C1-10) ZONE.
2. Section 7.5 of the Zoning By-law is hereby amended by adding the following subsection:

DOWNTOWN CORE COMMERCIAL EXCEPTION TEN - C1-10 ZONE

A minimum of 60% of the ground floor shall consist of commercial uses which shall also be the predominant uses fronting onto Huron Street and the Town Piazza.

The maximum gross floor area of any single retail commercial establishment shall be 465 m².

The following zoning exceptions shall apply:

Maximum number of dwelling units	130
Maximum number of storeys	6
Minimum Landscape Open Space	15%

The building shall be located within the building envelope as depicted on Illustration 13 attached hereto as Schedule "B". The maximum height of the building shall be as depicted on the aforesaid Illustration 13. (Height to be measured from the Canadian Geodetic Datum elevation of 179.47 meters)

Notwithstanding section 4.28.7, a canopy may project in its entirety into a yard or setback along the southern and western property lines and the eastern property line immediately adjacent to the eastern end of the building.

The minimum front yard and exterior side yard setback for an underground parking garage shall be nil and the depth below grade of its roof structure shall be nil.

The minimum parking requirements for the residential uses shall be 1 space per unit plus an additional 0.25 spaces per unit for visitor parking.

The minimum parking requirement for the commercial uses shall be 4 spaces per 100 m2 of GFA.

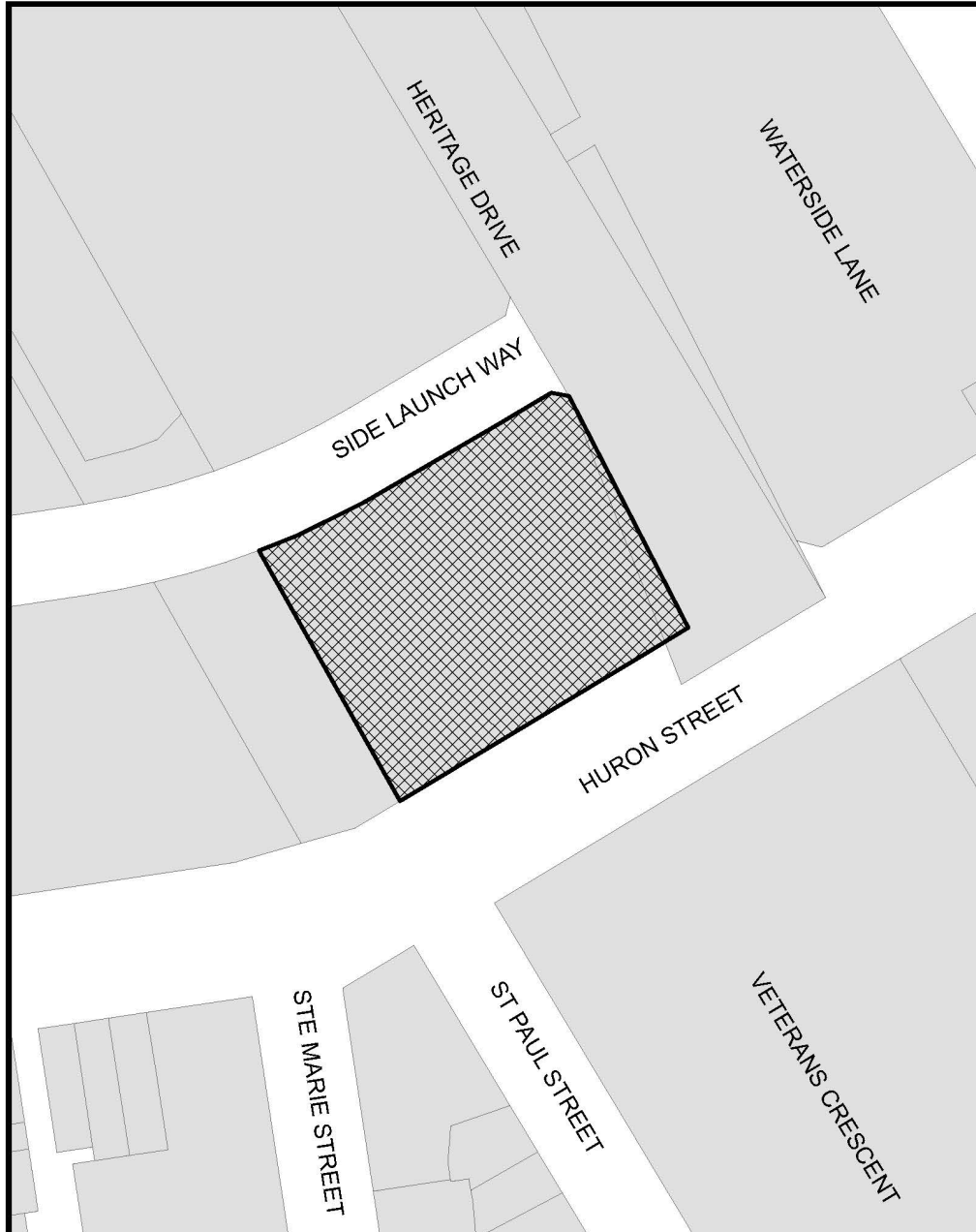
Required visitor and commercial parking spaces may be permitted in a paid commercial parking lot.

3. The Zoning By-law is hereby amended to give effect to the foregoing, but the Zoning By-law shall, in all other respects, remain in full force and effect.
4. This by-law shall come into force and effect on the date that the order of the Ontario Land Tribunal approving same comes into force and effect.

APPROVED BY THE ONTARIO LAND TRIBUNAL on the day of, 2022.

MAYOR

CLERK



LEGEND



Lands to be rezoned from the Deferred Commercial Zone (DC) to the Downtown Core Commercial Exception Ten Zone (C1-10).



MAYOR

CLERK

This is Schedule 'A' to By-law No. 2022-034 approved by the Ontario Land Tribunal on the day of, 2022.

**TOWN OF COLLINGWOOD
Planning Services**

DWG DATE: March 31, 2022
FILE NO: D14320 (RS)

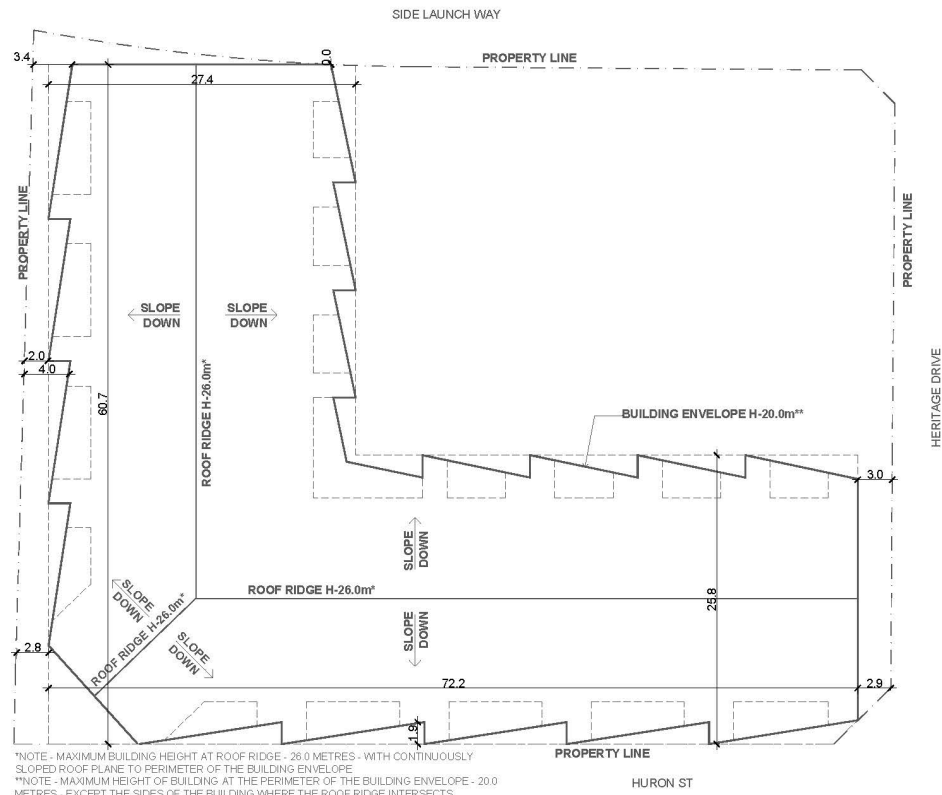


Illustration 13 - 31 Huron Street

Illustration 13 - 31 Huron Street



MAYOR

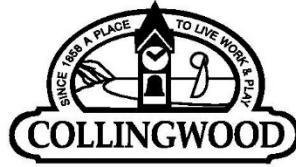
CLERK

This is Schedule 'B' to By-law No. 2022-034 approved by the Ontario Land Tribunal on the day of, 2022.

TOWN OF COLLINGWOOD
Planning Services
 DWG DATE: April, 2022
 FILE NO: D14320 (RS)

SCHEDULE B

Collingwood Harbour House
31 Huron Street
Town File D111320 Page 1



PLANNING SERVICES

THE CORPORATION OF THE TOWN OF COLLINGWOOD

- and -

31 HURON STREET INC.

- and -

WESTMOUNT GUARANTEE SERVICES INC.

- for the -

"Collingwood Harbour House"

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2022

BETWEEN:

31 HURON STREET INC.
(hereinafter the “**Owner**”)

OF THE FIRST PART

**THE CORPORATION OF THE TOWN OF
COLLINGWOOD**
(hereinafter the “**Town**”)

OF THE SECOND PART

WESTMOUNT GUARANTEE SERVICES INC.
(hereinafter the “**Mortgagee**”)

OF THE THIRD PART

WHEREAS the Owner is the registered owner of the land described in Schedule “A”;

AND WHEREAS the Owner has applied to the Town for site plan approval in respect of its development of the land described as a mixed-use commercial-residential apartment building development (the “**Development**”);

AND WHEREAS the Town has approved of the Owner's application subject to the Owner entering into an agreement as permitted by subsection 41(7) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended;

AND WHEREAS subsection 41(10) of the *Planning Act* permits the registration of this Agreement against the lands to which it applies in order to secure the provision of works, facilities or matters referred to in subsection 41(7) of the *Planning Act* and the construction of the Development in accordance with the approved plans and drawings;

AND WHEREAS the Mortgagee has a registered Mortgage/Charge over the Lands (hereinafter defined) which it has agreed to postpone and subordinate to the interests of the Town under this Agreement;

THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the Parties hereto agree one with the other as follows:

PART I GENERAL

1. Subject Lands

The lands affected by this Agreement are more particularly described in Schedule “A” attached hereto, hereinafter referred to as the “**Lands**”.

2. Schedules

The following schedules are attached hereto and form a part of this Agreement:

- (a) Schedule “A” being a description of the Lands affected by this Agreement;
- (b) Schedule “B” being a list of the approved site plans;
- (c) Schedule “C” being a description of the cost of works for which securities are required by the Town; and

- (d) Schedule "D" being a form of letter of credit.

PART II APPROVED PLANS & DRAWINGS

3. Approved Plans and Drawings

The Owner agrees:

- (a) that the Town has approved the site plan, landscaping and other plans and drawings (collectively, the "Site Plans") which are described in Schedule "B". Original copies have been filed with the Town and may be inspected by any person at the Town's offices at 55 Ste. Marie Street, on the 3rd Floor, Collingwood, ON, during regular business hours; and
- (b) to construct and locate all buildings, structures, works, services and facilities required under this Agreement (the "Works") and the landscaping works (the "Landscape Works") in accordance with the Site Plans.

4. Approved Development

The Owner acknowledges that the Town's review and approval of the Site Plans is on the basis of a proposal for a mixed-use commercial-residential apartment building development and such other uses as are permitted by the Town's Zoning By-law. The Owner represents and warrants to the Town that no deviations or changes shall be made to the Site Plans and no construction shall take place contrary to the Site Plans without the approval of the Town, except such changes as may be required by the Town in order that the Site Plans shall comply with all relevant provisions of the building or zoning or other by-laws of the Town and all regulations or laws of any other governmental body.

5. Conformity with Agreement

The Owner covenants and agrees that no work shall be undertaken or performed on the Lands except in accordance with the terms of this Agreement (including the schedules attached herewith), the Site Plans and any other plans and specifications submitted to and accepted by the Town.

PART III TERMS & CONDITIONS

6. Compliance with Building Code

The Owner acknowledges that the Development, the Works and Landscape Works shall be constructed in complete compliance with the Ontario Building Code (O. Reg. 332/12, as amended).

7. No Unauthorized Severance

The Owner agrees not to convey a part or to further divide the Lands, except in pursuance of the *Planning Act* or any other similar legislation.

8. Building Permits

The Owner agrees:

- (a) that neither it nor any person under its authority is entitled to the issuance of one or more building permits to construct or occupy any building or structures contemplated under this Agreement until this Agreement has been fully executed by the Owner and authorized by by-law by the Council of the Town, and all payments required under this Agreement have been paid to the Town;
- (b) that it has submitted a soils engineer report to the Town which report must be approved by the Town prior to installation of footings, and that no building permits shall be applied for or issued until such time as:

- (i) fire hydrants are operational and have been tested and approved, and
- (ii) free and clear maintained access that shall support the weight of emergency vehicles has been constructed.

9. Occupancy

The Owner agrees:

- (a) not to permit occupancy of any building or structure or part thereof for which building permits have been issued until all Works required under this Agreement are completed in accordance with the requirements of the Ontario Building Code, the applicable zoning by-law and any other municipal by-laws and specifications, and the internal water distribution and sanitary sewer collection systems have been tested and approved and are operating in accordance with the conditions established by the Town; and
- (b) that, in the event that a building or structure or part thereof is occupied contrary to Section 9(a), an order may be issued by the Town's Chief Building Official, a Town Building Inspector, and/or a court of competent jurisdiction, prohibiting the occupancy of any building or unit until such time as the terms of this Agreement have been fully complied with, and the Owner shall be estopped from opposing such an order or an application on the part of the Town.

10. Professional Consultants

The Owner agrees:

- (a) to retain a Professional Engineer (hereinafter referred to as the "**Engineer**") who holds a Certificate of Authorization for municipal engineering applications from the Association of Professional Engineers of Ontario to prepare the design of grading, site and external servicing plans, municipal service connection designs, and storm water management reports that are to be submitted to the Town for its approval;
- (b) that the Engineer will be required to inspect and certify to the Town that all internal and external services, grading, and storm water management requirements have been constructed in accordance with the approved engineering drawings and reports, prior to the reduction of the Letter of Credit (as defined in Section 22 below) posted for the Works. The certificate, or certificates, shall be in a format acceptable to the Town. The Town may, upon pre-qualification of such, accept the use of other qualified professionals for certain components of the design, inspection and certification process; and
- (c) to retain a Professional Landscape Architect (hereinafter referred to as the "**Landscape Architect**") for landscape construction site inspection and project control to ensure compliance with this Agreement and the approved landscape plans. The Landscape Architect will be required to inspect and certify to the Town that all Landscape Works have been constructed in accordance with the approved drawings prior to the reduction of the Letter of Credit posted for the Landscape Works. The certificate, or certificates, shall be in a format acceptable to the Town. The Town may, upon pre-qualification of such, accept the use of other qualified professionals for certain components of the design, inspection and certification process.

11. Entry by Town

The Town may, by its officers, employees or agents, enter on the Lands or any part thereof as well as any building or structure erected thereon to ensure that any Works or Landscape Works required to be provided, constructed or installed by the Owner comply with this Agreement.

12. Maintenance of Works and Landscaping

The Owner agrees that:

- (a) it shall maintain the Works and Landscape Works that are internal to the Lands in the approved condition as set out by this Agreement when they have been completed to the satisfaction of the Town and in accordance with all municipal specifications and in a good and workmanlike manner; and
- (b) in the event that any of the Works or Landscape Works that are internal to the Lands are not being maintained to the satisfaction of the Town, or if the Owner is otherwise in default of this Agreement, the Town may, on written notice to the Owner, require the Owner to comply with the terms of this Agreement by any means available to it at law.

13. General Conditions

The Owner agrees:

Access Facilities

- (a) not to foul the highways leading to the Lands and to provide on all construction accesses leading to the Lands, an interim granular surface to prevent mud or dust from fouling the road;
- (b) not to permit any approach ramps and driveways across the un-traveled portion of any road allowance owned by the Town unless such approach ramps are paved to the Town's specifications;
- (c) to install curbing to the Town's specifications along the approach ramps between the property line and the street, and at all locations shown on the Site Plans;
- (d) to provide fire access route signs, to locate such number of fire hydrants and size of watermain as approved by the Town's Fire Chief or his designate and to satisfy any other requirements of the Fire Department including, but not limited to, the installation of a sprinkler / alarm system activation light outside of the ingress / egress of the underground parking garage;

Parking, Loading Facilities, Pavement Markings and Directional Signage

- (e) to pave with asphalt, concrete or other surface material all parking, loading and walkway areas on the Lands to the Town's specifications and to maintain same and not to permit parking or loading on any part of the Lands unless all areas for which parking and loading are permitted are paved;
- (f) to mark and maintain all surface and paved parking, loading and walkway areas on the Lands to the Town's specifications, including the indication of all pedestrian crossings, and to post and maintain such directional signage within the interior of the Lands to the satisfaction of the Town;
- (g) to identify all accessible parking spaces signed in accordance with Town By-law No. 92-43 and with section 11(a) and (b) of O. Reg. 581 under the Highway Traffic Act and to the satisfaction of the Town;
- (h) to obtain all permits for erection of signs, to comply with the by-laws of the Town, including Anti-Idling By-law No. 2005-59 relating to signage, to post all fire route zones (if required) in accordance with the Site Plans and to remove any existing signs which do not comply with existing sign by-law standards prior to any construction;

Lighting Facilities

- (i) to design light standards, fixtures and illumination devices to adequately illuminate the Lands and also to mitigate the spread of light onto other properties or onto public highways provided that no light standards shall be higher than 13.0 metres above finished grade;

Electricity Supply

- (j) that EPCOR's approval of an electrically engineered design for the electrical servicing for the Development is required prior to construction on the Lands and that the Owner can apply for approval of an electrically engineered design for the servicing of the Lands or EPCOR can coordinate the procurement of the required electrically engineered design at the Owner's expense;
- (k) that all buildings or structures on the Lands will be metered to the satisfaction of EPCOR in a visible non-locked area, and that all servicing must comply with the most recent and approved version of EPCOR Conditions of Service and Electrical Safety Authority (ESA) regulations;
- (l) to provide an access agreement for the operation and maintenance of the electrical distribution infrastructure to the satisfaction of EPCOR;
- (m) that EPCOR will assume full ownership and responsibility for the electrical distribution system once the facilities are energized and that all such works, facilities and improvements shall be transferred and vest in EPCOR without any compensation or consideration payable by EPCOR to the Owner;

Water and Wastewater Infrastructure

- (n) to provide water supply services to the Lands and all buildings in accordance with Town standards, that all buildings will be metered to the Town's satisfaction, that the water and/or wastewater system shall be designed by the Engineer, that the Engineer shall supply two (2) sets of drawings for Town's approval prior to commencement of any work, that a contractor approved by the Town and whose work is inspected by the Engineer shall complete installation of water and/or wastewater services, and that the Engineer shall supply "As Built" drawings to the Town and certify completion of the water and/or wastewater supply services in accordance with Town requirements;

Utilities - Other

- (o) to obtain written confirmation from the appropriate entities that all public utility requirements for the Lands, including but not limited to electricity, telephone, telecommunications, cable television, gas and postal services, have been satisfactorily arranged, that servicing for same will be provided underground without any expense, cost or obligation on the part of the Town and that all requisite easements have been or will be provided to such entities;
- (p) to grant to any telecommunications provider any easements that may be required for telecommunication services;

Grading and Water Disposal

- (q) not to permit the Lands to drain otherwise than into a properly installed drainage system with proper catch basins connected to a Town storm sewer or other approved outlet and the grades and drainage facilities shall be so established as to provide roof water into the internal system, to implement and maintain an on-site storm water management system to limit storm run-off from the site to a pre-development rate of flow and to indemnify and save harmless the Town from any liability for excess run-off as a result of construction or development on the Lands;

- (r) to implement and maintain an on-site storm water management system designed according to the policies and criteria of the Town and to indemnify and save harmless the Town from any and all actions, claims and/or suits whatsoever, which may arise out of the implementation and/or lack of maintenance of the storm water management system;
- (s) to implement and monitor on-site sediment and erosion control measures during construction of the Development, to the satisfaction of the Town and to allow the Town and its agents, in perpetuity, access to the Lands to inspect roof drains, inlet control devices and storm water management facilities;

Snow Management

- (t) to store snow in accordance with the Site Plans, if indicated, or to otherwise remove surplus snow from the Lands and to ensure that the access lanes, parking spaces and landscaping areas are not used for the stockpiling of snow;

Construction Staging

- (u) to erect a 1.8 metre security fence before commencing construction around the construction storage and staging areas and, upon completion of construction, to remove, make good and rehabilitate the Lands to a standard of landscaping compatible with the remainder of the Lands;

Garbage Collection

- (v) to be solely responsible for the arrangement and management of garbage collection;

Blasting

- (w) to advise all contractors that the development will involve blasting and other construction activity that may affect off-site building, structures and utilities;
- (x) to be responsible for ensuring that all contractors and subcontractors take all necessary precautions to protect all persons, buildings, structures, works, facilities and utilities from damage occurring due to blasting conducted on the Lands;
- (y) to be responsible for any damage or harm arising to any person, building, structure, work, facility and utility;
- (z) to provide all occupants of buildings within 300 metres of the Lands with at least two (2) days prior written notice of the blasting schedule and to provide to them a copy of the pre-blast surveys as provided to the Town;
- (aa) to ensure that any blasting activity shall only occur between the hours of 8:00 a.m. and 5:00 p.m. on weekdays that are not statutory or civic holidays and only at times when atmospheric conditions provide clear observation for a distance of at least 1,000 metres from the blasting site;
- (bb) that the Town shall be entitled, on reasonable grounds, to retain the services of an independent qualified blasting and vibration control engineer to review all documentation submitted to the Town and to conduct necessary inspections and supervision of blasting operations on the Lands with all costs payable by Owner;

Other Provisions

- (cc) to file with the Town, following completion of construction of any Works, a complete set of “**as constructed drawings**” for the services, including one complete set on mylar drawing paper and digital AutoCAD format;
- (dd) that no trailer or other vehicle bearing advertising information or identification related to a business use on the Lands, shall be located, kept or maintained in any yard adjacent to a street;

- (ee) to provide, during all hours of construction, competent on-site supervision of all Works required to be done on all public and private lands and building construction to be undertaken on the Lands;
- (ff) to comply with all provisions of the Town's noise and idling control by-laws;
- (gg) to verify the location of existing and all proposed utilities within municipal rights-of-way and to make all necessary arrangements and to be solely responsible for the costs of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the Works required under this Agreement; and
- (hh) to obtain the approval of the Town for the numbering of any buildings or structures and that if any subsequent changes to address numbering occurs, to provide compensation to the Town for changes to billing and records.

PART IV SPECIAL TERMS AND CONDITIONS

14. Noise Reports and Warning Clauses

Noise Reports dated July 30, 2020 and July 30, 2021 were prepared by Howe Gastmeier Chapnik Limited (HGC Engineering) in support of the Development. The Owner agrees that all of the recommendations of the reports will be met to the satisfaction of the Town.

Without limiting the generality of the foregoing, the Owner covenants and agrees to register on title to the Lands noise warning clauses to the satisfaction of the Town, and to include noise warning clauses in any agreements of purchase and sale, lease/rental agreements, condominium declarations, and any other agreements, also to the satisfaction of the Town.

Again, without limiting the generality of the foregoing, the following items shall be specifically identified in the aforementioned noise warning clauses, to the satisfaction of the Town:

- (a) despite the inclusion of noise control features in the Development and within the specific units, due to increasing road traffic, sound levels may, on occasion, interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Ministry of the Environment, Conservation and Parks;
- (b) each dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Ministry of Environment, Conservation and Parks; and,
- (c) due to the proximity of the Development to nearby retail/commercial facilities, sound levels from those facilities may, at times, be audible.

15. External Services

The Owner agrees:

- (a) to provide financial security in the amount of 100% of the estimated costs of all external municipal services ("**External Services**") as set out in Schedule "C";
- (b) to provide, construct and install the External Services to the standards and specifications required by the Town under the direction and supervision of the Engineer who will certify completion of the External Services to the satisfaction of the Town;
- (c) to guarantee the workmanship and materials for the construction and installation of the External Services and to maintain same free of defects for a period of two (2) years from the date of certification of substantial completion (the "**External**

Services Guarantee Period”) and to promptly and properly repair all defects in the External Services to the complete satisfaction of the Town;

- (d) that any action taken by the Town or by its employees, agents or contractors relating to the removal of snow and ice, or sanding, or cleaning of any roads, or permitting the connection of additional services to any of the External Services required to be constructed or installed during the External Services Guarantee Period is being done without prejudice to the Town's right to enforce the guarantee and maintenance provisions of this Agreement.

16. Nottawasaga Valley Conservation Authority

The NVCA has no objection to the site plan approval of the Development subject to the following conditions to which the Owner agrees:

- (a) to carry out or cause to be carried out the recommendations and measures contained within the plans and reports submitted in support of this Agreement to the satisfaction of the NVCA;
- (b) to ensure that any stormwater management facilities and sediment and erosion control measures will be in place prior to any site alteration to the satisfaction of the NVCA;
- (c) to engage a qualified professional to certify in writing that the works have been constructed in accordance with the plans, reports and specifications, as approved by the NVCA; and
- (d) to obtain written approval from the NVCA for the development of this site under the NVCA's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 172/06) prior to undertaking the proposed works.

17. No County of Simcoe Waste Collection

The County of Simcoe is unable to provide waste collection services to the proposed development as it is comprised of six (6) or more residential units. It is the responsibility of the Owner, including any future Condominium Corporation(s) to arrange for waste collection services for the residential dwelling units and commercial units through a private contractor, to be paid for by the Owner and/or any future Condominium Corporation(s).

18. Construction Management Plan

The Owner agrees to submit a Construction Management Plan to the satisfaction of the Town prior to the start of the Works.

19. Water and Wastewater Capacity Allocation

In accordance with the Town's Municipal Servicing Capacity Allocation Policy dated March 2022, the Development is hereby allocated no more than 132 Single Residential Unit (SDU) equivalents of water and wastewater hydraulic reserve capacity by the Town (as calculated by Crozier Consulting Engineers' 'Servicing & Stormwater Management Implementation Report', dated March 2022) for a period of twenty-four (24) months from the date that this Agreement is executed by the parties.

An additional twenty-four (24) month period of allocation may be considered by Council, or its designate, provided that the Owner can demonstrate that it took appropriate steps to commence the Development on the Lands within the initial twenty-four (24) month period.

If municipal servicing allocation is ever withdrawn by the Town, the Town may, at its sole option and on sixty (60) days' notice to the Owner, declare this Agreement null and void and of no further force and effect. The refund of any fees, levies or other charges paid by

the Owner pursuant to this Agreement shall be in the sole discretion of the Town, but under no circumstances will interest be paid on any refund.

19A. Encroachment Agreements

The Owner agrees to enter into encroachment agreements with, and to the satisfaction of the Town, prior to the issuance of any building permits, in relation to the following:

- (a) a canopy encroachment into the Town's right-of-ways along Huron Street and Heritage Drive and into the Town's Park Block to the West of the Development; and,
- (b) encroachments in relation to hoarding, shoring/tie backs, fencing, crane usage and other construction-related activities.

19B. Provision of Easements

The Owner agrees, prior to the issuance of condominium plan registration or December 31, 2024, whichever occurs first, to provide to the Town all necessary easements, as may be required by the Town, to:

- (a) enable / permit / allow public access to the 'public art amenity area' at the northeast corner of the Lands; and,
- (b) facilitate general integration between the Lands and the adjacent public realm, as deemed necessary by the Town.

19C. Sight Triangle

The Owner agrees to appropriately surface a portion of the Town's right-of-way (a sight triangle at the northwest corner of the Huron Street and Heritage Drive intersection - immediately to south and east of Lands), in order to facilitate pedestrian connectivity between the rear of the property and the commercial units fronting Huron Street.

19D. Simcoe County District School Board

The Owner agrees 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 the community.

The Owner agrees to include in all Offers of Purchase and Sale a statement advising prospective purchasers that if school buses are required within the Development 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 as a location as determined by the Simcoe County Student Transportation Consortium.

19E. Bell Canada

The Owner acknowledges and agrees to convey any easement(s), as deemed necessary by Bell Canada, to service the Development. The Owner further agrees and acknowledges to convey such easements, at no cost, to Bell Canada.

The Owner agrees that should any conflict arise with existing bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

19F. Interpretive Signage

That Owner agrees that all aspects, including design, dimensions materials, colour, and content, of the interpretive signage to be located at the southeast corner of the Lands, as per the approved Site Plan Drawings listed on Schedule “B”, shall be provided to the satisfaction of the Town.

**PART V
FINANCIAL CONDITIONS, SECURITY AND INSURANCE**

20. Financial Payments

The Owner agrees to pay or deliver to the Town, upon execution of this Agreement, the following payments:

- (a) the amount of \$5,000.00 as a deposit for any review charges, legal costs or other administrative expenses incurred by the Town for the review of this Development and the preparation, registration, administration and enforcement of this Agreement to which the actual costs incurred will be applied, and if these costs exceed the amount of the deposit, the Owner agrees to remit such additional monies as may be required forthwith upon demand by the Town;
- (b) the amount of \$15,014.08 for costs incurred by Town's Public Works and Engineering Services for the review or design of the Works and for inspections related to the construction, installation and provision of the Works, such amount being 3% of the costs of the Works as outlined in Schedule “C”; and
- (c) any outstanding taxes and local improvement charges.

21. Development Charges & Education Development Charges

Prior to obtaining a building permit, the Owner shall pay to the Town:

- (a) all applicable Town Development Charges;
- (b) all education development charges applicable to residential development; and
- (c) all applicable County of Simcoe development charges.

22. Letter of Credit

The Owner agrees:

- (a) to file with the Town, prior to the issuance of a building permit (but not prior to the issuance of a shoring permit), by the Town, a letter of credit in the amount of \$500,469.41 as set out in Schedule “C” (the “**Letter of Credit**”) in order to guarantee completion of the Works, Landscape Works and the External Services, and compliance with all conditions in this Agreement;
- (b) that the Letter of Credit shall be in the form set out in Schedule “D” and the Owner shall keep the said Letter of Credit in full force and effect and pay all premiums as the said Letter(s) of Credit becomes due or until such time as the Town reduces or returns the Letter of Credit in accordance with Section 23;
- (c) that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement, which the Owner fails to comply, within thirty (30) days written notice from the Town, with a direction to carry out such work or matter, the Town may draw on the Letter(s) of Credit to the extent necessary and enter onto the Lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn;
- (d) that the Town reserves the right to draw on and use the proceeds from the Letter of Credit to complete any work or matter required to be done by the Owner pursuant to this Agreement or for a failure of the Owner to comply with any requirement of

this Agreement. The Owner further acknowledges and agrees that notwithstanding Section 23 of this Agreement, in the event that the Town determines that any reduction in the Letter of Credit will create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Town will not be obligated to reduce the Letter of Credit until such time as such work is satisfactorily completed or the Town has sufficient security to ensure that such work will be completed;

- (e) that wherever in this Agreement a Letter of Credit is required to be filed with the Town, the Owner may deposit with the Treasurer cash or certified cheque in an amount equal to the Letter of Credit and such deposit shall be held by the Town as security in accordance with this Agreement, provided that no interest shall be payable by the Town on any such deposit; and
- (f) that upon the transfer of ownership of the Lands, the Town will not return any Letter of Credit required under this Agreement until the new owner files with the Town a substitute Letter of Credit or such other security as may be permitted in the required amounts.

23. Release/Return of Financial Security

The Owner agrees that:

- (a) prior to the reduction or release of any financial security held by the Town for the Works or Landscape Works, or External Services set out in this Agreement, the Owner must supply the Town with the following documentation:
 - (i) letter of application for reduction/release;
 - (ii) consultant's certificate confirming that services completed are as per signed agreement drawings; and
 - (iii) as-constructed drawings.
- (b) upon the substantial completion of the Works or External Services as certified by the Engineer and as accepted by the Town, and the receipt by the Town of all the documents identified above, the Town shall be entitled to reduce the financial security required for Works to zero (0) and for the External Services to a holdback of Ten Percent (10%) of the original amount plus 100% of the costs of any uncompleted Works or External Services, and the maintenance period and holdback for the External Services shall be two (2) years;
- (c) upon the substantial completion of the Landscape Works as certified by the Landscape Architect and accepted by the Town, and the receipt by the Town of all the documents identified above, the Town shall be entitled to reduce the financial security required for Landscape Works to Ten Percent (10%) and the maintenance period for Landscape Works shall be one (1) year;
- (d) upon the satisfactory completion of the applicable maintenance periods as noted in this Agreement and the receipt by the Town of all the documents identified above, and provided there are no other deficiencies with respect to any of the other obligations of the Owner under this Agreement, the Town shall be entitled to reduce the financial security to zero (0) and therewith release or return the security to the Owner or to the issuing financial institution;
- (e) that weather conditions and changes in the season may delay inspections by the Town and the corresponding release or reduction of any Letter of Credit.

24. Insurance

The Owner shall provide to the Town, on or prior to the execution of this Agreement, a general comprehensive liability insurance policy in the amount of **\$5,000,000.00** in a form satisfactory to the Town, indemnifying the Town from any loss arising from claims or

damages, injury or otherwise in connection with the work done by or on behalf of the Owner. The policy shall contain a cross-liability clause naming the Town as an additional insured. The policy shall be maintained in full force and effect until the External Works have been assumed by the Town. In the event that any renewal premium is not paid, the Town, in order to prevent the lapse of such liability insurance policy, may pay the renewal premium or premiums and the Owner agrees to pay the cost of such renewal or renewals within fourteen (14) days of the account therefore being rendered by the Town. The issuance of such policy of insurance shall not be construed as relieving the Owner from any liability or responsibility for any claims in excess of the aforementioned policy limits.

25. Construction Liens

The Owner agrees that it will hold back in its payments to any contractor who may construct services; facilities or works, such amounts as may be required under the provisions of the Construction Act, R.S.O. 1990, c. C.30. The Owner agrees to indemnify and save completely harmless the Town, its officials, officers, employees, agents and contractors from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed by the Owner, its agents and assigns pursuant to the provisions of this Agreement and, on demand by the Town, the Owner will take such steps as may be necessary to immediately discharge all liens registered upon the Lands or any appurtenant Town lands or highways. The Owner agrees that the Town shall not be obligated to reduce or release any financial security until all liens have been discharged, removed or released from the Lands or any appurtenant Town lands or highways.

**PART VI
ADMINISTRATION**

26. Notice

The parties agree that:

- (a) if any notice is required to be given to the Owner with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

31 Huron Street Inc.
Attention: Les Mallins, President
1230 Dundas Street East
Toronto, Ontario M4M 1S3
Tel: 416.686.9199, ext. 105
E: les@streetcar.ca

- (b) if any notice is required to be given to the Town with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

The Director of Planning, Building and Economic Development
The Corporation of the Town of Collingwood
55 Ste. Marie Street, P.O. Box 157
Collingwood, Ontario L9Y 3Z5
Tel: 705.445.1290
Fax: 705.445.1463

- (c) if any notice is required to be given to the Mortgagee with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

Westmount Guarantee Services Inc.
600 Cochrane Drive, Suite 205
Markham, Ontario, L3R 5K3

or such other addresses of which the parties have notified the other parties, in writing, and any such notice mailed, delivered or sent by facsimile transmission shall be deemed good and sufficient notice under the terms of this Agreement.

27. Registration of Agreement

The Owner hereby agrees that this Agreement, together with any schedules thereto, will be registered upon title to the Lands. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon it, its successors and assigns as owners and occupiers from time to time and this covenant shall be to the benefit of the Town and its lands and highways appurtenant and adjacent to the Lands. The Owner further covenants and agrees to pay to the Town the cost of registration or deletion of this Agreement, as well as any further costs incurred by the Town as a result of the registration of any other documents pertaining to this Agreement.

28. Postponement and Subordination

The Mortgagee has a Charge against the Land or interests in the Land in priority to this Agreement by way of a Charge registered as Instrument No. SC1780993 which was registered on May 12, 2021 securing the repayment of the principal amount of \$21,000,000.00.

The Mortgagee hereby agrees to postpone and subordinate its interest in the Lands to the interests of the Town to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the documents or instruments giving the Mortgagee interest in the Lands. The Mortgagee covenants and agrees to execute and register such further or additional documents or instruments that may be required in order to give effect to its postponement and subordination of interest if so requested by the Owner or the Town.

29. Enforcement

The Owner acknowledges that the Town, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with section 446 of the *Municipal Act, 2001*, S.O. 2001, c. 25.

30. Other Applicable Laws

Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws, regulations, notices or other policies or laws and/or regulations established by any other governmental body that may have jurisdiction over the Lands.

31. Termination of Agreement

If the Development governed by this Agreement is not commenced within two (2) years from the date of the execution of this Agreement by the Town, the Town may, at its sole option and on sixty (60) days' notice to the Owner, declare this Agreement null and void and of no further force and effect. The refund of any fees, levies or other charges paid by the Owner pursuant to this Agreement shall be in the sole discretion of the Town, but under no circumstances will interest be paid on any refund.

32. Minor Adjustments to Agreement

All of the Parties hereby expressly consent to minor revisions and adjustments to this Agreement being incorporated at the sole and absolute discretion of the Town, whose decisions in this regard shall be final. Such revisions shall be limited to minor administrative matters to facilitate completion of the agreement. Other minor adjustments and variances to the provisions of this Agreement may only be permitted subsequent to review and approval of an application by the Owner to the Town's Development Committee.

33. Interpretation of Agreement

The parties agree that:

- (a) the part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (b) this Agreement shall be construed with all changes in number and gender as may be required by the context;
- (c) every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words “**at the expense of the Owner**” unless the context otherwise requires, including the payment of any applicable taxes (including HST);
- (d) references herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto;
- (e) all obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants;
- (f) whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as “**without limiting the generality of the foregoing**” do not precede such list or reference; and
- (g) that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.

34. Waiver

The failure of the Town at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Town of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Town shall specifically retain its rights at law to enforce this Agreement.

35. Extension of Time

Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of the Town, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

36. No Challenge to Agreement

The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the other party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provision in section 41 of the *Planning Act* interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in an action or proceeding as an estoppel of any denial of such right

37. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.

38. Successors and Assigns

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

39. Counterparts

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be one and the same instrument. The parties hereto agree that this Agreement may be transmitted by fax or such similar device and that the reproduction of signatures by fax or such similar device will be treated as binding as if original and each party undertakes to provide to each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

31 HURON STREET INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.

**THE CORPORATION OF THE TOWN OF
COLLINGWOOD**

Per: _____
Brian Saunderson, Mayor

Per: _____
Sara J. Almas, Clerk

We have the authority to bind the Corporation.

**WESTMOUNT GUARANTEE SERVICES
INC.**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

SCHEDULE "A"
LEGAL DESCRIPTION

[PIN 58287-0141 (LT)]

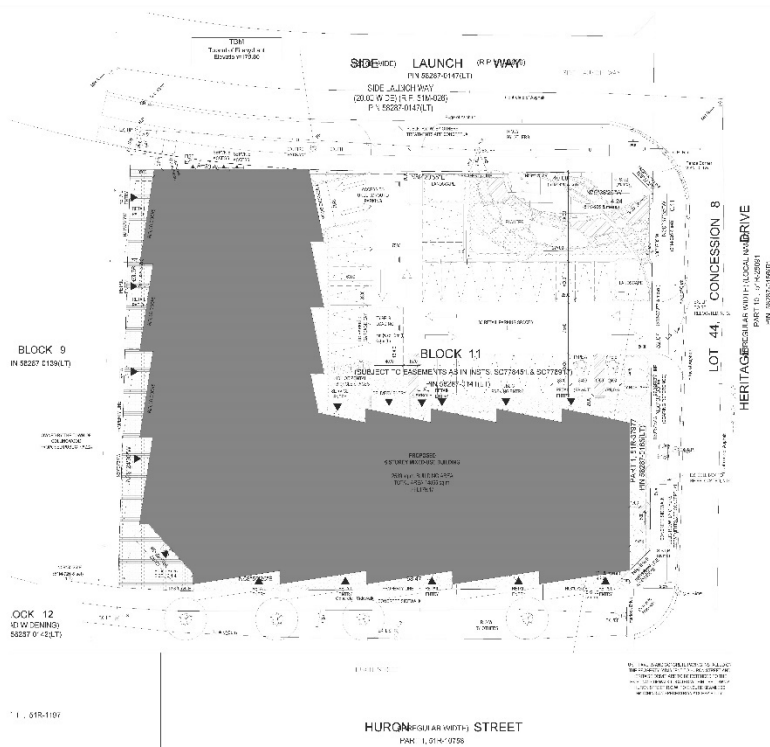
BLOCK 11, PLAN 51M926, T/W EASEMENT OVER PTS 27 & 28 PL 51R34584 AS IN
RO1465690, T/W EASEMENT OVER PTS 3 & 4 PL 51R34584 AS IN SC658915, S/T AN
EASEMENT AS IN SC778451, S/T AN EASEMENT AS IN SC778917; COLLINGWOOD

[PIN 58287-0165 (LT)]

PT LT 44 CON 8 NOTTAWASAGA PT 1 51R37977; TOWN OF COLLINGWOOD

**SCHEDULE “B”
LIST OF APPROVED SITE PLANS**

Drawing No.	Description	Revision /Date	Prepared by:
A011	Site Plan	Revision No. 1, dated April 14, 2022	Design Workshop Architects
A012	Site Statistics	Revision No. 1, dated April 14, 2022	Design Workshop Architects
C101	General Site Servicing Plan	Revision No. 4, dated March 23, 2022	Crozier Consulting Engineers
C102	Overall Site Grading Plan	Revision No. 4, dated March 23, 2022	Crozier Consulting Engineers
C103	Erosion & Sediment Control Plan	Revision No. 4, dated March 23, 2022	Crozier Consulting Engineers
C104	Construction Notes and Details	Revision No. 4, dated March 23, 2022	Crozier Consulting Engineers
L-1	Layout and Planting Plan	Revision No. 4, dated April 7, 2022	The MBTW Group
D-1	Details	Revision No. 4, dated April 7, 2022	The MBTW Group
D-2	Details	Revision No. 4, dated April 7, 2022	The MBTW Group
D-3	Details	Revision No. 4, dated April 7, 2022	The MBTW Group
A101	P2 PLAN	Revision No. 1, dated April 14, 2022	Design Workshop Architects
A102	P1 PLAN	Revision No. 1, dated April 14, 2022	Design Workshop Architects
A103	GROUND FLOOR PLAN	Revision No. 1, dated April 14, 2022	Design Workshop Architects
A104	2ND FLOOR PLAN	Revision No. 1, dated April 14, 2022	Design Workshop Architects
A105	3RD FLOOR PLAN	Revision No. 1, dated April 14, 2022	Design Workshop Architects
A106	4TH FLOOR PLAN	Revision No. 1, dated April 14, 2022	Design Workshop Architects
A107	5TH FLOOR PLAN	Revision No. 1, dated April 14, 2022	Design Workshop Architects
A108	6TH LEVEL FLOOR PLAN	Revision No. 1, dated April 14, 2022	Design Workshop Architects
A109	6TH LEVEL FLOOR MEZZANINE	Revision No. 1, dated April 14, 2022	Design Workshop Architects
A405	BUILDING SECTIONS	Revision No. 1, dated April 14, 2022	Design Workshop Architects
A301	NORTH ELEVATION	Revision No. 1, dated April 14, 2022	Design Workshop Architects
A302	SOUTH ELEVATION	Revision No. 1, dated April 14, 2022	Design Workshop Architects
A303	EAST ELEVATION	Revision No. 1, dated April 14, 2022	Design Workshop Architects
A304	WEST ELEVATION	Revision No. 1, dated April 14, 2022	Design Workshop Architects
A312	PARTIAL ELEVATIONS	Revision No. 1, dated April 14, 2022	Design Workshop Architects
E100	Site Plan - Photometric	Revision No. 1, dated August 11, 2021	Crozier Consulting Engineers
E101	Site Lighting Details	Revision No. 1, dated August 11, 2021	Crozier Consulting Engineers
E102	Site Lighting Details	Revision No. 1, dated August 11, 2021	Crozier Consulting Engineers

[illegible]

2.2.2 数据源

© 2009 THE AUTHOR

PRELIMINARY
NOT FOR CONSTRUCTION2025 RELEASE UNDER E.O. 14176

DESIGN
WORKSHOP
ARCHITECTS.

Design Workshop Architects Inc.
1110 Dundas Street East
Toronto, Ontario Canada M9B 1J1
416.593.4200 ext. 201



31 - JROX STREET

ENCLOSURE

DATE	DATE
TIME	TIME
LOCATION	LOCATION
NAME	NAME
SEX	SEX

A011

[illegible]

0.0048 (8) 0.0038 (8)

PRELIMINARY
NOT FOR CONSTRUCTION2018年12月26日 星期三

**DESIGN
WORKSHOP
ARCHITECTS.**

Design Workshop Architects Inc.
1110 Jordan Street East
Toronto, Ontario Canada M9B 1J1
416.463.6666, www.dwp.ca



31 - JRDY STREET

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A012

	TOTAL GCA		GFA EXCLUSIONS*		TOTAL GFA (net lessing exclusions)		COMMERCIAL GFA		RESIDENTIAL GFA		1BD	2BD	3BD	TOTAL UNITS	
	SQ.FT.	SQ.M.	SQ.FT.	SQ.M.	SQ.FT.	SQ.M.	SQ.FT.	SQ.M.	SQ.FT.	SQ.M.					
6M	Mozzariano	8,310	772	-	-	8,310	772	-	-	8,310	772	-	-	-	-
5	Residential / Amenity	22,927	2,130	2,519	234	20,408	1,886	-	-	20,408	1,886	7	13	3	23
6	Residential	24,628	2,288	2,519	234	22,109	2,054	-	-	22,109	2,054	14	12	-	26
4	Residential	24,880	2,291	2,551	237	22,109	2,054	-	-	22,109	2,054	16	11	-	27
3	Residential	24,660	2,291	2,551	237	22,109	2,054	-	-	22,109	2,054	16	11	-	27
2	Residential	24,880	2,291	2,551	237	22,109	2,054	-	-	22,109	2,054	16	11	-	27
GF	Lobby, Retail, Residential	27,330	2,539	4,951	460	22,378	2,079	16,469	1,530	5,908	549	-	-	-	0
TOTALS		157,174	14,602	17,942	1,530	139,522	12,963	16,469	1,530	123,064	11,433	69	58	3	130
*See also "Net Office Space" and "Net Retail" sections of the prospectus supplement.															
SUMMARY															
Total GFA (excluding exclusions)		139,532	sq.ft.	12,963	sq.m.	SITE AREA		4,690		sq.m.					
Total Retail GFA		16,469	sq.ft.	1,530	sq.m.	FSI		2.8							
Total Residential GFA (not reducing exclusions)		123,064	sq.ft.	11,433	sq.m.										
Total Residential Units		130				Bicycle Spaces		90							
Storage Lockers		160													
Total Indoor Amenity		3,897	sq.ft.	362	sq.m.	Commercial Parking Spaces (C)		30		+					
Total Outdoor Residential Amenity		483	sq.ft.	43	sq.m.	Paid Commercial Parking (P1)		115		+					
Total Private Terrace/Balcony		11,600	sq.ft.	1,111	sq.m.	Residential Parking Spaces (P1, P2)		130							
Total Above Grade Mechanical/Electrical		2,809	sq.ft.	261	sq.m.	TOTAL PARKING SPACES		275							

MASTER LAYOUT

DRIVING FEATURES (IN)

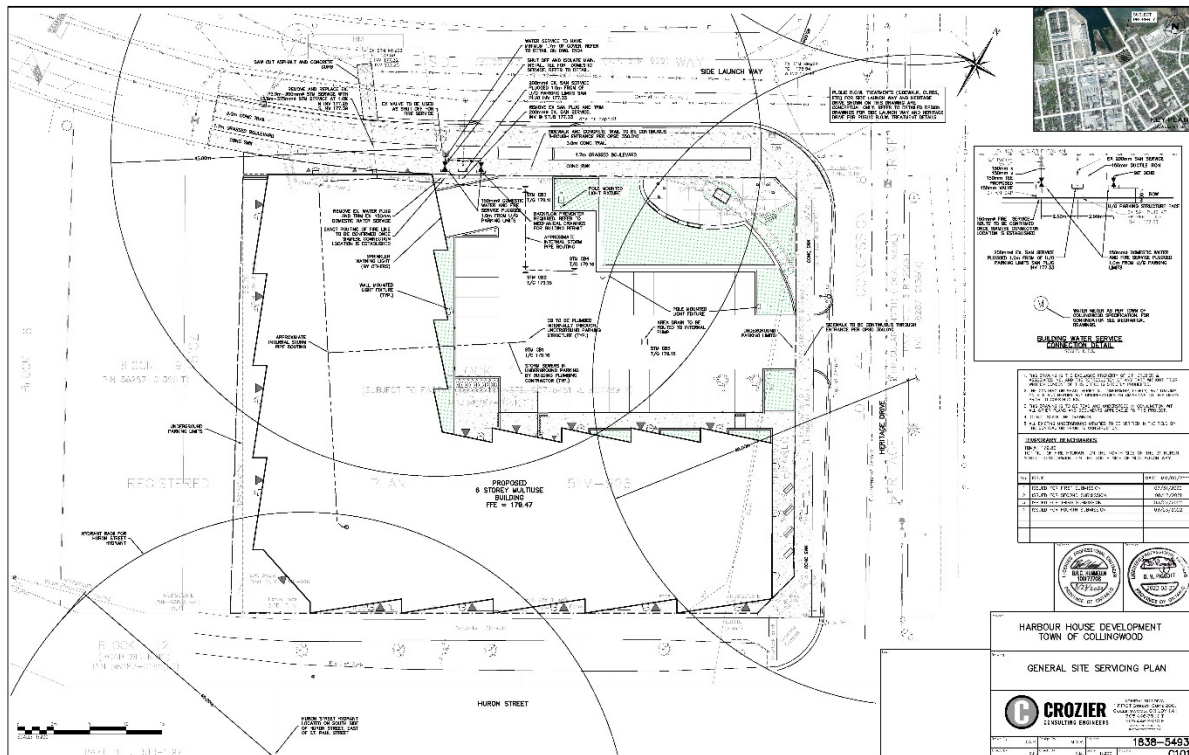
PROPOSED FEATURES (PR)

MECHANICAL DATA REFERENCES

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ISO 286-4:2010
ISO 286-5:2010
ISO 286-6:2010
ISO 286-7:2010
ISO 286-8:2010
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ISO 286-100:2010

**PROJECT No.: 1838-5493
SECOND SUBMISSION**

<u>DRAWING</u>	<u>TITLE</u>
C100	TITLE PAGE
C101	GENERAL SITE SERVICING PLAN
C102	OVERALL SITE GRADING PLAN
C103	EROSION & SEDIMENT CONTROL PLAN
C104	CONSTRUCTION NOTES & DETAILS



CONSTRUCTION NOTES

1. GENERAL CONSTRUCTION

2. EXISTING CONSTRUCTION

3. EXISTING CONSTRUCTION

4. EXISTING CONSTRUCTION

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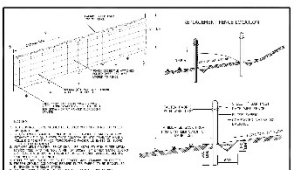
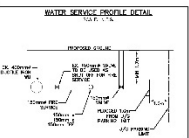
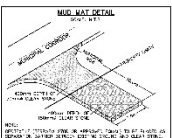
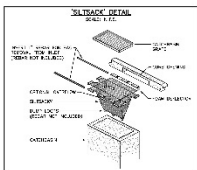
96. EXISTING CONSTRUCTION

97. EXISTING CONSTRUCTION

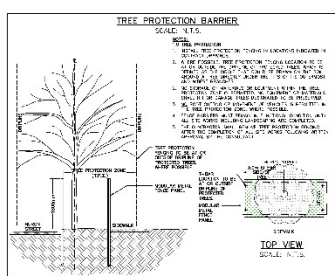
98. EXISTING CONSTRUCTION

99. EXISTING CONSTRUCTION

100. EXISTING CONSTRUCTION



1. Building Name	Harbour House Development
2. Building Address	1000 Harbour Street
3. Building Type	Residential
4. Building Size	1000 sq. ft.
5. Building Height	10 ft.
6. Building Age	10 years
7. Building Condition	Good
8. Building Use	Residential
9. Building Owner	Harbour House Development
10. Building Manager	Harbour House Development



1. Building Name	Harbour House Development
2. Building Address	1000 Harbour Street
3. Building Type	Residential
4. Building Size	1000 sq. ft.
5. Building Height	10 ft.
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9. Building Owner	Harbour House Development
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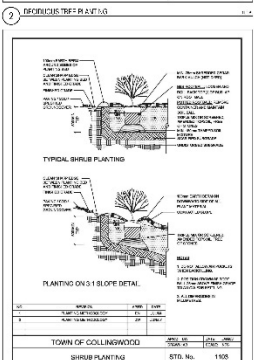
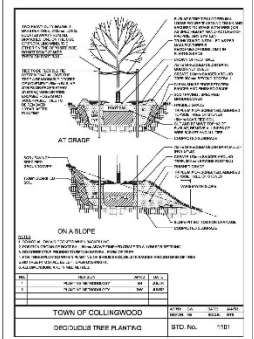


HARBOUR HOUSE DEVELOPMENT
TOWN OF COLLINGWOOD

CONSTRUCTION NOTES AND DETAILS

CROZIER
CONSULTING ENGINEERS

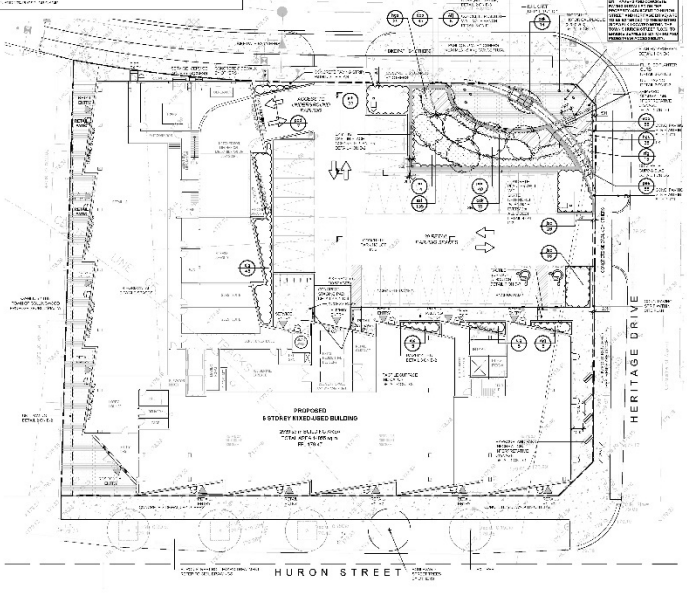
1838-5493
C104



1. Building Name	Harbour House Development
2. Building Address	1000 Harbour Street
3. Building Type	Residential
4. Building Size	1000 sq. ft.
5. Building Height	10 ft.
6. Building Age	10 years
7. Building Condition	Good
8. Building Use	Residential
9. Building Owner	Harbour House Development
10. Building Manager	Harbour House Development

1. Building Name	2. Building Address	3. Building Type	4. Building Size	5. Building Height	6. Building Age	7. Building Condition	8. Building Use	9. Building Owner	10. Building Manager
Harbour House Development	1000 Harbour Street	Residential	1000 sq. ft.	10 ft.	10 years	Good	Residential	Harbour House Development	Harbour House Development

1. Building Name	2. Building Address	3. Building Type	4. Building Size	5. Building Height	6. Building Age	7. Building Condition	8. Building Use	9. Building Owner	10. Building Manager
Harbour House Development	1000 Harbour Street	Residential	1000 sq. ft.	10 ft.	10 years	Good	Residential	Harbour House Development	Harbour House Development

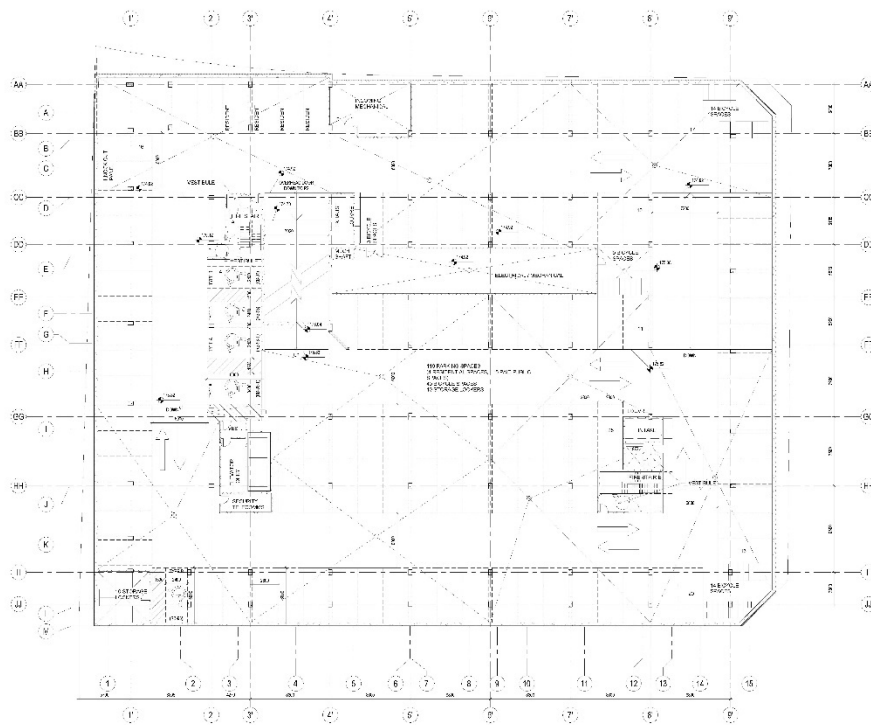


Harbour House Development
TOWN OF COLLINGWOOD

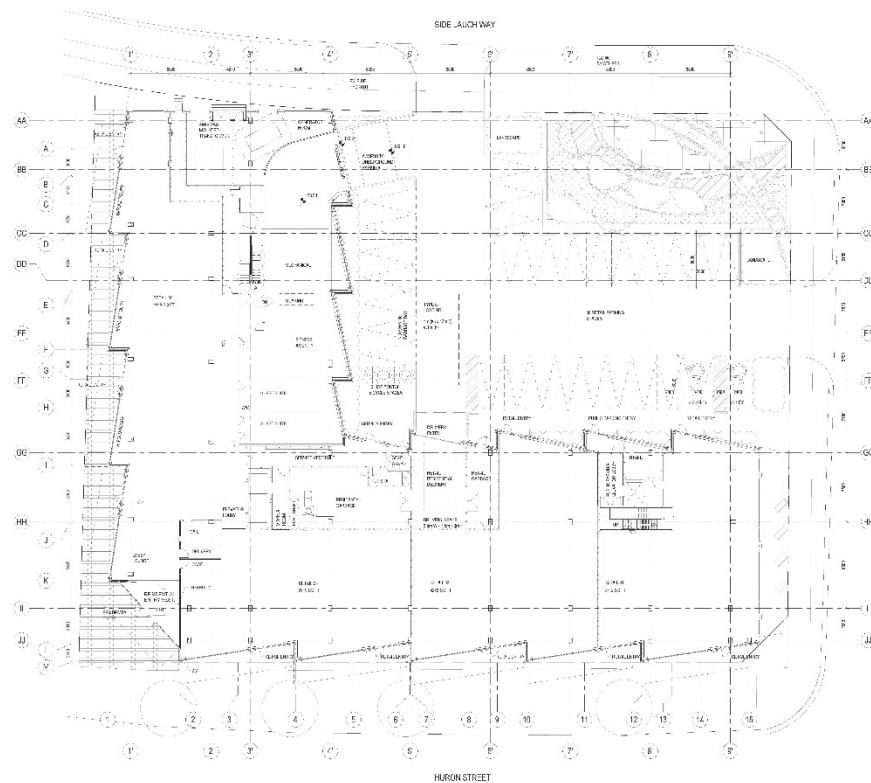
CONSTRUCTION NOTES AND DETAILS

CROZIER
CONSULTING ENGINEERS

1838-5493
C104



FLOOR PLAN
1/4" = 1'

1. GROUNDWATER CLASS
AND TYPE[illegible]

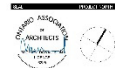
ENCLOSURE: 10/11/2015

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Page 7 of 7

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Design Workshop Architects, Inc.
1111 - Jordan Street, and
Tosco Center - Chicago, IL 60611
www.designworkshop.com



31 HURON STREET

STREETCAR DEVELOPMENTS

P1 PLAN

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EMITTER	4.5 5.5 7.5 1.2
75	W000
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A102

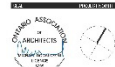
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Revised: 10/10/80	1-710

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Design Workshop Architects, Inc.
1101 Avenue of the Stars
Troy, Michigan 48068-1000
www.designworkshop.com



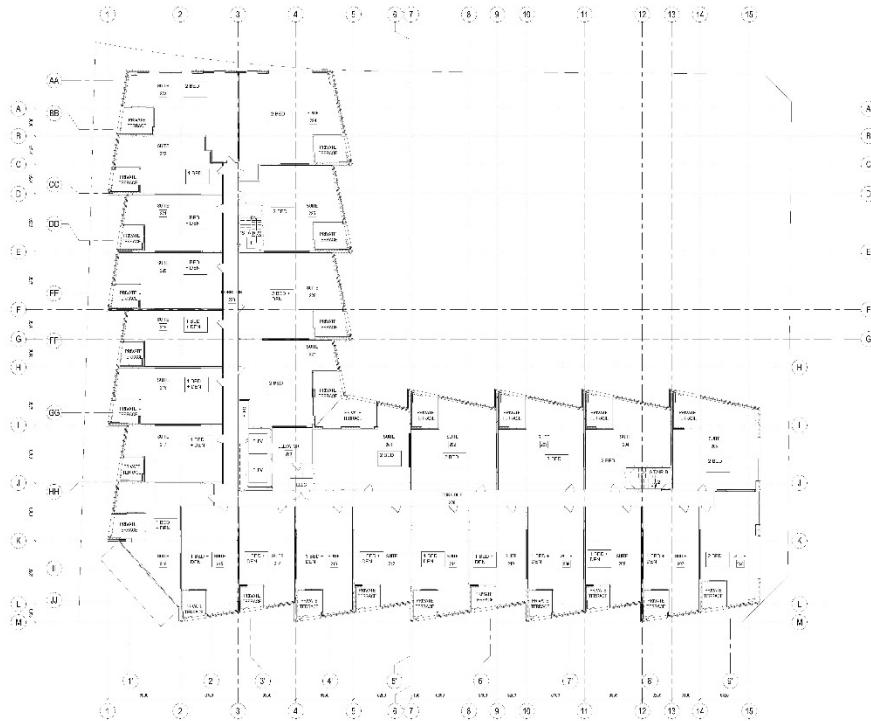
31 HURON STREET

STREETCAR DEVELOPMENTS

GROND FLOOR PLAN

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28	87000
Group	UCL, N, S, T, L
en	UCL

A103



2ND FLOOR PLAN
A104

DESIGN WORKSHOP ARCHITECTS, INC.
1000 10th Street, Suite 100
San Francisco, CA 94103
Tel: 415.774.1000
Fax: 415.774.1001
www.dwa.com

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Fax: 415.774.1001
www.dwa.com

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ST. JAMES'S BELL

ST. JAMES'S BELL

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A104



3RD FLOOR PLAN
A105

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A105



1 6TH LEVEL FLOOR
1/8" = 1'-0"

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A108



1 6TH FLOOR MEZZANINE
1/8" = 1'-0"

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A109

1. 1st Floor	2. 2nd Floor
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SCHEDULE "C" DESCRIPTION OF THE COST OF THE WORKS

 CROZIER CONSULTING ENGINEERS		HARBOUR HOUSE SECURITY CALCULATIONS			Project No: 1838-5493 Prepared By: JJA Reviewed By: BH/DRP Date: 2022-04-04			
Assumptions a) All securities required for external public lands associated with this project have been posted under a previous development agreement with the Town for all Shipyards Development Areas save and except those included in this document. b) All overburden requirements for the above ground parking area atop the underground parking structure are not yet known at this time a assumed average depth of 1.50mm "Granular A" has been assumed in addition to the concrete pavement structure. c) The landscape cost estimate (version 3) for security purposes presented below as Schedule D is based on MBTW Group estimate dated March 8, 2022.								
ITEM	DESCRIPTION	SECURED QUANTITY	CERTIFIED QUANTITY	UNIT	UNIT PRICE	SECURED TOTAL	CERTIFIED TOTAL	OUTSTANDING WORKS
SCHEDULE A - SEDIMENT AND EROSION CONTROLS								
A1	Supply & Install and Maintain Silt Sack	4	0	ea	\$ 50.00	\$ 200.00	\$ -	\$ 200.00
A2	Heavy Duty Silt Fence	45	0	m	\$ 30.00	\$ 1,350.00	\$ -	\$ 1,350.00
A3	Tree Protection	4	0	ea	\$ 300.00	\$ 1,200.00	\$ -	\$ 1,200.00
A4	Supply & Install Mud Mat	1	0	ea	\$ 5,500.00	\$ 5,500.00	\$ -	\$ 5,500.00
	Sub-Total					\$ 8,850.00	\$ -	\$ 8,850.00
SCHEDULE B - EXTERNAL CIVIL WORKS								
B1	Construct New Driveways in Public ROW							
a)	Preparation and fine grading of subgrade	41	0	m ²	\$ 2.50	\$ 102.50	\$ -	\$ 102.50
b)	300mm Granular "B"	38	0	m ²	\$ 11.00	\$ 418.00	\$ -	\$ 418.00
c)	150mm Granular "A"	35	0	m ²	\$ 10.00	\$ 350.00	\$ -	\$ 350.00
d)	150mm Concrete Pavement	32	0	m ²	\$ 70.00	\$ 2,240.00	\$ -	\$ 2,240.00
B2	Supply & Place Concrete Barrier Curb with Standard Gutter (OPSD 400.040)	16	0	m	\$ 70.00	\$ 1,120.00	\$ -	\$ 1,120.00
B3	Supply & Place Depressed Barrier Curb with Standard Gutter (OPSD 350.010)	30	0	m	\$ 70.00	\$ 2,100.00	\$ -	\$ 2,100.00
B4	Remove Existing Curb on Side Launch Way and Heritage Drive site entrances	30	0	m	\$ 180.00	\$ 5,400.00	\$ -	\$ 5,400.00
B5	Supply & Install 3m wide concrete sidewalk c/w tactile walking surface indicators	8	0	m	\$ 200.00	\$ 1,600.00	\$ -	\$ 1,600.00
B6	Supply & Install 1.5m wide concrete sidewalk c/w tactile walking surface indicators	15	0	m	\$ 100.00	\$ 1,500.00	\$ -	\$ 1,500.00
B7	Remove existing 300mm dia. Storm Stub and replace with 375mm dia. Storm Sewer c/w full road restoration.							
a)	Locate & Remove Existing 300mm dia. Storm Stub	1	0	LS	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00
b)	Supply & Install 375mm dia. SDR-35 PVC Storm Sewer c/w road restoration	14	0	m	\$ 425.00	\$ 5,950.00	\$ -	\$ 5,950.00
B8	Remove & Relocate Existing Light Standard at the proposed entrance off Heritage Drive	1	0	LS	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00
B9	Supply & Install 150mm dia. Ductile Iron Watermain & Gate Valves c/w All Associated Appurtenances	1	0	LS	\$ 9,500.00	\$ 9,500.00	\$ -	\$ 9,500.00
B10	Locate and Connect to Existing 150mm dia. Watermain Service Stub	1	0	LS	\$ 2,800.00	\$ 2,800.00	\$ -	\$ 2,800.00
B11	Remove & Replace 3m Wide Concrete Sidewalk Along Huron Street	85	0	m	\$ 400.00	\$ 34,000.00	\$ -	\$ 34,000.00
B12	Remove Existing Chain Link Fence and Hoarding	135	0	m	\$ 10.00	\$ 1,350.00	\$ -	\$ 1,350.00
B13	Locate and Connect to Existing Sanitary Service	1	0	LS	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00
	Sub-Total					\$ 90,930.50	\$ -	\$ 90,930.50
SCHEDULE C - INTERNAL CIVIL WORKS								
C1	Construct New Internal Parking Lot							
a)	200mm Granular "A"	1080	0	m ²	\$ 14.00	\$ 15,120.00	\$ -	\$ 15,120.00
b)	150mm Concrete Pavement	1080	0	m ²	\$ 70.00	\$ 75,600.00	\$ -	\$ 75,600.00
C2	Supply & Place Concrete Barrier Curb (OPSD 400.110)	155	0	m	\$ 70.00	\$ 10,850.00	\$ -	\$ 10,850.00
C3	Supply & Install concrete sidewalk c/w tactile walking surface indicators	410	0	m ²	\$ 70.00	\$ 28,700.00	\$ -	\$ 28,700.00
C4	Supply & Install Parking Lot Signage & Line Painting	1	0	LS	\$ 5,700.00	\$ 5,700.00	\$ -	\$ 5,700.00
C5	Supply & Install Concrete Curb Stops	23	0	ea.	\$ 250.00	\$ 5,750.00	\$ -	\$ 5,750.00
	Sub-Total					\$ 141,720.00	\$ -	\$ 141,720.00
OPINION OF PROBABLE SECURITY COSTS - HARBOURFRONT COLLECTION						SECURED TOTAL	CERTIFIED TOTAL	OUTSTANDING WORKS
EXTERNAL WORKS								
SCHEDULE A - SEDIMENT AND EROSION CONTROLS						\$ 8,850.00	\$ -	\$ 8,850.00
SCHEDULE B - EXTERNAL CIVIL WORKS						\$ 90,930.50	\$ -	\$ 90,930.50
SCHEDULE C - INTERNAL CIVIL WORKS						\$ 141,720.00	\$ -	\$ 141,720.00
SCHEDULE D - LANDSCAPE COST ESTIMATE (THIRD) BY MBTW ATTACHED						\$ 212,440.00	\$ -	\$ 212,440.00
SUBTOTAL						\$ 453,940.50	\$ -	\$ 453,940.50
CONSTRUCTION CONTINGENCY ALLOWANCE (5%)						\$ 22,697.03	\$ -	\$ 22,697.03
ENGINEERING (5%)						\$ 23,851.88	\$ -	\$ 23,851.88
TOTAL						\$ 500,469.41	\$ -	\$ 500,469.41
Town Engineering Administration, Review and Supervision Fee (3%)						\$ 15,014.08	\$ -	\$ 15,014.08

SCHEDULE D

Harbour House
31 Huron Street Collingwood
Town of Collingwood
Third Landscape Cost Estimate for Streetcar Developments

mbtw wai

March 8, 2022
SRC002

ITEM NO.	DESCRIPTION OF WORK	EST. QTY.	UNIT	UNIT PRICE	TOTAL COST
1.0	PLANTINGS				
	DECIDUOUS TREES (60mm cal.)	6	ea.	\$ 550.00	\$ 3,300.00
	DECIDUOUS SHRUBS (60cm ht.)	60	ea.	\$ 55.00	\$ 3,300.00
	DECIDUOUS SHRUBS (50cm ht.)	47	ea.	\$ 45.00	\$ 2,115.00
	EVERGREEN SHRUBS (50cm spr.)	80	ea.	\$ 45.00	\$ 3,600.00
	ORNAMENTAL GRASSES	164	ea.	\$ 25.00	\$ 4,100.00
	PERENNIALS AND GROUNDCOVERS	290	ea.	\$ 20.00	\$ 5,800.00
	MULCH (100mm settled depth, for planting beds)	350	m ²	\$ 7.50	\$ 2,625.00
	PLANTING SOIL MIXTURE	350	m ²	\$ 50.00	\$ 17,500.00
	SUBTOTAL 1.0				\$ 42,340.00
2.0	PAVING				
	PARKETTE CONCRETE PAVING/ SLAB at "Rail Cart Track"	90	m ²	\$ 165.00	\$ 14,850.00
	UNIT PAVING (at retail patio)	230	m ²	\$ 125.00	\$ 28,750.00
	PLANTER WALL (0.4m HIGH CAST-IN-PLACE) with SKATE DETERRE	70	L.m.	\$ 850.00	\$ 59,500.00
	FLUSHED PLANTER CURB	15	L.m.	\$ 110.00	\$ 1,650.00
	FLUSHED CONCRETE CURB at "Rail Cart Track"	35	L.m.	\$ 110.00	\$ 3,850.00
	RAISED CURB	25	L.m.	\$ 140.00	\$ 3,500.00
	SUBTOTAL 2.0				\$ 112,100.00
3.0	SITE AMENITIES				
	RAIL CART	1	L.S.	\$ 20,000.00	\$ 20,000.00
	BENCH	3	ea.	\$ 1,800.00	\$ 5,400.00
	BIKE RACK	5	ea.	\$ 900.00	\$ 4,500.00
	IN GROUND HISTORICAL PLAQUE (320 X 200)	6	ea.	\$ 850.00	\$ 5,100.00
	HABOURLAND PARK INFORMATION/ INTERPRETATIVE SIGNAGE	1	ea.	\$ 15,000.00	\$ 15,000.00
	SHIPYARD INFORMATION/ INTERPRETATIVE SIGNAGE	1	ea.	\$ 8,000.00	\$ 8,000.00
	SUBTOTAL 3.0				\$ 58,000.00
	TOTAL items 1.0 - 3.0				\$ 212,440.00
					plus tax

Not included - Site works, boulevard treatments, parking concrete paving, concrete sidewalk, lighting, irrigation, etc.

Prepared by The MBTW Group

SRC002_cost-est_03-07-2022

Notes:

1. In the event the Town performs clean-up related to mud tracking or indiscriminate dumping and/or implements measures for dust control or performs any other emergency work for the following rates are to apply:
 - (a) Where the Town forces are used – cost times two
 - (b) Where the Town retains independent contractors – cost plus forty percent
 - (c) Minimum charge is one-half day; over-time premiums apply to non-standard working hours.

SCHEDULE "D"
FORM OF LETTER OF CREDIT

Sample - Letter of Credit to be provided as security to the Town of Collingwood for the completion of all Works as approved in this Site Plan Control Agreement.

Name of Bank

Branch or Department

Date

Letter of Credit No.

TO: The Corporation of the Town of Collingwood

We hereby authorize you to draw on Bank <Name and Address>, for the account of our customer, up to an aggregate amount of 00/100 Dollars () available on demand as follows:

Pursuant to the request of our Customer, we Bank <Name> hereby establish and give to you an irrevocable Standby Letter of Credit (the "**credit**") in your favour in the total amount of 00/100 Dollars which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you, which demand we shall honour without inquiring whether you have a right as between yourself and our Customer to make such demand and without recognizing any claim of our customer.

Provided, however, that you are to deliver to us at such time as written demand for payment is made upon us a certificate purported to be signed by an authorized officer of the Town of Collingwood, agreeing and/or confirming that monies drawn pursuant to this Credit No. <*> will be retained and used by you to meet any obligations in connection with the Agreement.

The amount of this Credit shall be reduced from time to time as advised by notice in writing given to this branch from time to time by you.

This credit will continue to the <*> day of <*>

Branch address at the close of banking business on that date and will expire at the <*>.

It is condition of this Credit that it shall be deemed to be automatically extended for one year from the present or any future expiration date hereof, unless 30 days before any such date we notify you in writing by Registered Mail that we elect not to consider this Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw by means of your demand accompanied by your written certification, that the amount will be retained and used by you to meet obligations incurred or to be incurred in connection with the Agreement.

Partial drawings are permitted.

Bank

SIGNED

SIGNED

[This wording cannot be altered and must be printed on official bank letterhead with original signatures.]