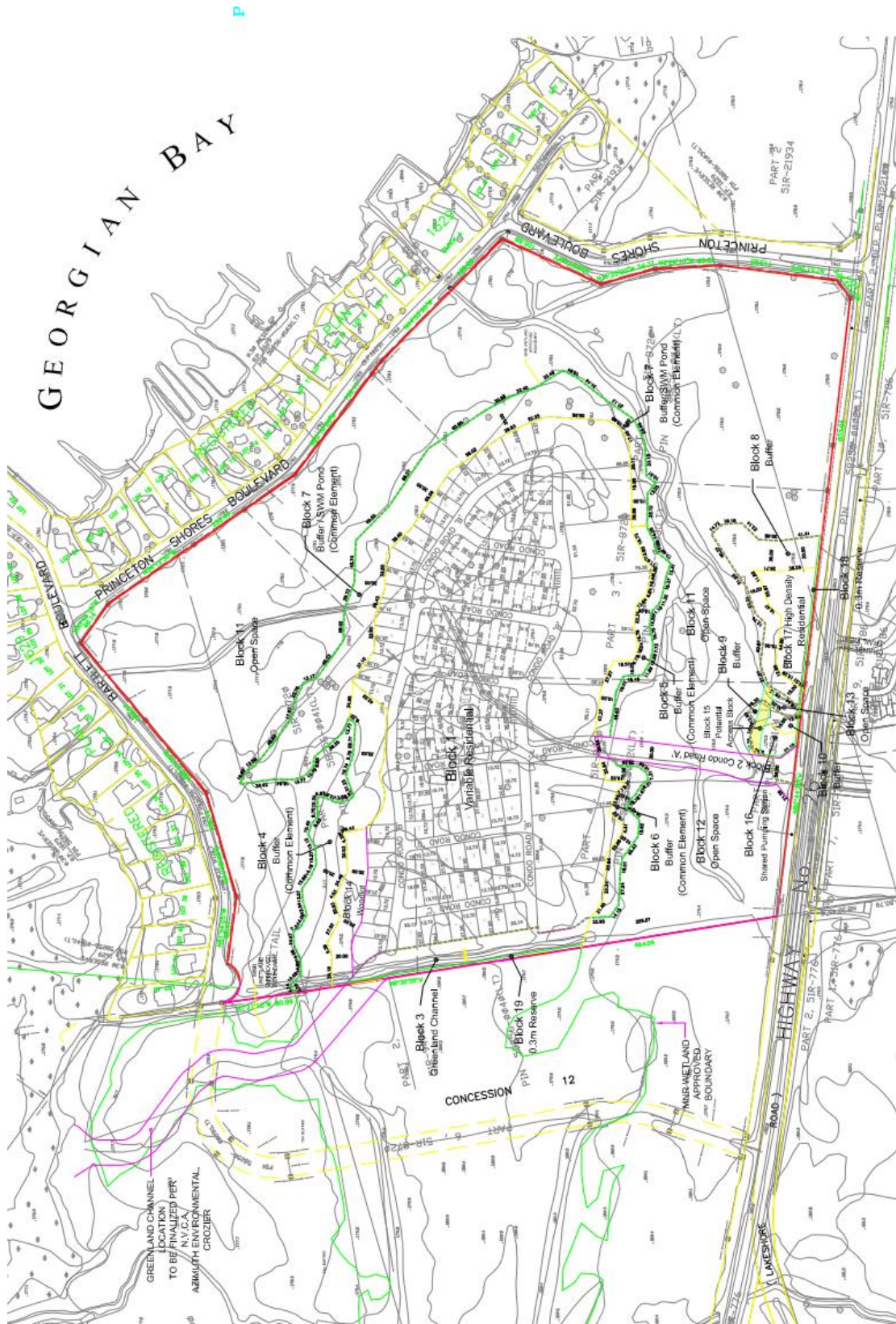


Appendix A – Draft Approved Plan of Subdivision



Project Name: The Preserve at Georgian Bay (Bridgewater) Plan of Subdivision

Applicant: The Preserve at Georgian Bay Inc.
c/o Consulate Developments (Ontario, Inc.) **Date of Extension:** June 21st, 2021
File No.: D1202219 (CWT-2010-002), D1202121 **Lapse Date:** June 29th, 2024
Municipality: Town of Collingwood
Subject Lands: Part of Lots 48, 49 and 50, Concession 11, Town of Collingwood, County of Simcoe

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

No. Conditions

1. That this approval applies to the Draft Plan of Subdivision located at Part of Lots 48, 49 and 50, Concession 11, Town of Collingwood, County of Simcoe prepared by Glen Schnarr and Associates Inc., with a revision date of July 26, 2007, and showing a total of:

- a. Two Residential Blocks (Blocks 1 and Block 17)
- b. Three Provincially Significant Wetland (Environmental Protection) Blocks (Blocks 11 through 13)
- c. Seven Wetland Buffer Blocks (Blocks 4 through 10)
- d. One Stormwater Management (Greenland Channel) Block (Block 3)
- e. One Shared Pumping Station Block (Block 16)
- f. Two 0.3 metre reserves (Blocks 18 &19) (Reserve to go on all lots fronting Hwy 26)
- g. One Woodlot Block (Block 14)
- h. One Condo Road "A" (Block 2)
- i. One Potential Access Block (Block 15).

That this approval also applies to the Development Concept Plan located at Part of Lots 48, 49 and 50, Concession 11, Town of Collingwood, County of Simcoe prepared by Glen Schnarr and Associates Inc., with a revision date of July 26, 2007, and showing a total of:

- j. 71 - Single Detached Dwellings (Block 1)
- k. 87 - Townhomes (Block 1)
- l. 162 – Three Storey Walk-up Apartment Units (Block 1)
- m. A High Density Residential Block developed in accordance with the approved Official Plan (Block 17).

2. That the Owner agrees in writing to satisfy all the requirements, financial and otherwise of the Town of Collingwood, the Nottawasaga Valley Conservation Authority (NVCA) and the County of Simcoe.

3. That prior to final approval and registration, the appropriate zoning shall be in effect for the proposed subdivision.

3.1 Confirmation of Servicing Capacity (New)

a) 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.

3.2 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.

3.3 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.

3.4. 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. That the Owner will enter into servicing, development and other necessary agreements, satisfactory to the Town of Collingwood, Nottawasaga Valley Conservation Authority (NVCA), County of Simcoe and any other appropriate authority before any development or site alteration within the plan. These agreements 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, stormwater management;
- d. Storm sewers, road widening and reconstruction;
- e. Monitoring wells, cash contributions, levies (development charges)
- f. Securities or letters of credit, emergency services;
- g. Land dedications and easements, reserves, noise abatement;
- h. Fencing, berming, buffer blocks and planting;
- i. Grading and sodding, signed entry features;
- j. Warning clauses, hoarding, parkland and tree preservation;
- k. Construction and post-construction ecological monitoring and restoration, the details of which are indicated in correspondence from appropriate commenting agencies and departments.

5. That the municipality shall confirm that the Subdivision Agreement has been registered, by the municipality against the lands to which it applies as provided for in the Planning Act, R.S.O. 1990, c. P. 13.

6. That the Owner agrees that development charges, processing and administrative fees be paid prior to building permit issuance in accordance with the current Town of Collingwood and

County of Simcoe policies and by-laws.

7. That the Owner agrees that the private condominium road shown as Block 2 Condo Road "A" on the draft plan, shall be built to private road standards and named to the satisfaction of the Town of Collingwood with regard to 911 emergency servicing. The Town is to have an easement over this road for water.
8. That the Owner agrees that the 0.3 metre reserves shown as Blocks 18 and 19 shall be deeded to the satisfaction of the Town of Collingwood.
9. That the Owner agrees in the Subdivision Agreement to gratuitously convey an easement to the Town of Collingwood, on terms satisfactory to the Town, over Block 3 for Stormwater management purposes (Greenland Channel) upon completion of the construction of the Greenland Channel to the satisfaction of the NVCA and the Town of Collingwood.
10. That the Owner agrees to provide to the satisfaction of the Town of Collingwood, sidewalks, and/or trails as required. The Owner agrees to provide one publically accessible trail along the east side of the Greenland Channel (Block 3) through Block 6 and down the condo access road (Block 2), thereby providing safe access across Hwy. #26. The trail is to have a 4.5 metre clearance and is to be 3.0 metres wide and be subject to ground truthing. Should the ground truthing indicate that Block 6 cannot accommodate a trail, it shall be established at such other location as agreed by the Town and the NVCA. The Town of Collingwood shall have an easement over these lands.
11. 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.
12. That prior to final approval, the Owner shall agree to carry out a Noise Assessment Study to the satisfaction of the Town of Collingwood for Block 17 (High Density Residential). The Owner will agree to carry out the recommendations of this study to the satisfaction of the Town of Collingwood, including the possibility of a Standard Ministry of Environment (MOE) proximity clause on purchase agreement advising that noise may be audible from time to time.
13. That the Owner will be responsible for carrying out the works recommended above to the satisfaction of the Town of Collingwood. Without limiting the general or specific requirements of the above referenced Noise Assessment Study, the Owner shall agree in the subdivision agreement to provide a standardized fence and landscaping treatment along Highway No. 26 West along the southern border of Block 17 (High Density Residential) to the satisfaction of the Town of Collingwood.
14. That the Owner agrees in the Subdivision Agreement, to the satisfaction of the Town of Collingwood and the appropriate agencies, to enter into an agreement, which shall be registered on title, with respect to external works for the provision of sanitary sewer, water and storm water servicing to the subject property. These works, all to be constructed at the Owner's sole cost, shall include:
 - a. Silver Creek Spill Conveyance in accordance with the Floodline Analysis Report certain onsite and offsite improvements are required. These works include:
 1. The construction of a Greenland Channel and maintenance road/trail to Georgian Bay. A portion of the channel will include the construction of Condo Road "A" in such a way that it will act as a dyke for flood proofing.

2. Outlet improvement on Princeton Shores Boulevard including new cross culverts and channelization through the "Tennis Court Lands", being Block A on Registered Plan 1629.
- b. The complete decommissioning of the Silver Glen pumping station and the construction of a new combined station on Block 16. The extension of the existing sanitary sewer at the Silver Glen pumping station to the new shared facility located on the development lands to the satisfaction of the Town of Collingwood.
- c. The extension of the watermain from the site out to the existing main on Bartlett Boulevard.
- d. The construction of an emergence access road that will extend from Bartlett Boulevard to the site complete with gravel surface and gate.

Additionally the Owner will agree to contribute an equitable proportionate share of the costs to oversize the force main along Highway 26 installed as part of the Silver Glen Preserve development. This cost shall be calculated based on the amounts as set out in the Silver Glen Preserve Site Plan Control Agreement (Town File SDR-2005-06).

15. That the Owner agrees to provide, to the satisfaction of the Town of Collingwood and the NVCA, fencing where required, and specifically on the boundaries of all residential Blocks with the Woodlot (Block 14) and Wetland Buffers (Blocks 4 through 10), and with the Greenland Channel (Block 3).
16. That the Owner will 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 Town's Engineering Department. Where improvements and/or adjustments to the existing systems are necessary to facilitate this development, it will be the Owner's responsibility to provide the necessary works, including outlet improvements as required.
17. That the Owner will be responsible for the preparation of a Stormwater Management Study that will recommend the means by which the stormwater within and external to the site should be accommodated, all to the satisfaction of the Town of Collingwood and the NVCA.
18. That the Owner will be responsible for carrying out the works recommended above to the satisfaction of the Town of Collingwood and the Nottawasaga Valley Conservation Authority. Without limiting the general or specific requirements of the above referenced Stormwater Management Report, the Owner will provide appropriate erosion and sediment control within the development areas to protect applicable watercourses from the impact of runoff from the development. The Owner will maintain the erosion and sediment control facility in a fashion suitable to the Town's Engineering Department and any safety devices, if required, will be provided by the Owner at the direction of the Town's Engineering Department in their sole and unfettered discretion.
19. That the Owner will 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.
20. That the Owner will provide sanitary sewers suitably designed and of sufficient depth to provide for the proper collection of the lands within and external to the subdivision as directed by and to the satisfaction of the Town of Collingwood.
21. That the Owner will agree in the Subdivision Agreement, in wording acceptable to the NVCA and the Town of Collingwood, to ensure that all sediment and erosion control measures will

be in place prior to any further site alteration.

22. The timing and sequence for the installation of the stormwater management facilities, offsite channel works and the Greenland Channel shall be as agreed upon with the Town of Collingwood and the NVCA prior to registration.
23. **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. 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.
24. That the Owner will 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 gratuitously 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. Without limiting the foregoing, the Owner shall agree in the Subdivision Agreement to provide easements to the Town as follows:
 - a. Blocks 5, 6 & 7 for the purposes of Stormwater Management Pond Maintenance,
 - b. A blanket easement over Blocks 1 (Medium Residential), 2 (Condo Road "A"), 17 (High Density Residential), 15 (Potential Access Block) and 8 (Buffer) for water services,
 - c. Block 3 (Greenland Channel).
25. 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.
26. 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.
27. 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.

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

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

28. That prior to final approval, the Owner will agree in the Subdivision Agreement, a municipal numbering system be assigned to the satisfaction of the Town of Collingwood with regard to 911 emergency servicing; and that the Owner agrees in the Subdivision Agreement to display the lot number and corresponding municipal address in a prominent location on each lot.
29. That the Owner will agree in the Subdivision Agreement 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 applicant.

30. That the Owner will agree in the Subdivision Agreement that prior to final approval, the Owner is to submit a Landscape/Streetscape and Stormwater Management and Buffer Landscape Plan(s) to the satisfaction of the Town of Collingwood and the NVCA. The Stormwater Management and Buffer Landscape Plan are to include provisions regarding planting, maintenance, upkeep and necessary plant replacement.
31. That the applicant will enter into an agreement for parkland dedication (or cash-in-lieu payment) as required in accordance with Town policy and Section 42 and 51 of the Planning Act, as amended.
32. That the Owner shall carry out an archaeological assessment of the subject property and mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archaeological resources found. No 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.
33. That prior to any site alteration and final design acceptance, the following shall be prepared to the satisfaction of the NVCA and the Town of Collingwood:
 - a. A detailed Stormwater Management Report
 - b. A detailed Erosion Control Plan
 - c. A detailed Grading Plan
 - d. A detailed Geotechnical Report for the stormwater pond
 - e. A Landscaping Plan for the stormwater pond/buffer
 - f. A detailed Monitoring and Mitigation Plan for construction and post construction, including a process for review and approval by NVCA and the Town of Collingwood.
 - g. An amended or updated Functional Servicing Report and Floodline Report.
34. That the owner shall agree in the subdivision agreement, in wording acceptable to the NVCA, to carry out or cause to be carried out the recommendations and measures contained within the plans and reports set out in Condition 33.
35. That the owner shall agree in the Subdivision Agreement 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 NVCA and the Town of Collingwood.
36. That any easements required for stormwater drainage purposes shall be granted to the Town of Collingwood, free and clear of all encumbrances.
37. That the owner shall agree, prior to final plan approval, to pay all development fees to the conservation authority as required in accordance with the NVCA's fee policy, under the Conservation Authorities Act.
38. **Phasing (Revision/Addition)**
That the subdivision may be registered in phases and/or the Subdivision Agreement between the Owner and the Town of Collingwood may contain phasing arrangements, if required, to the satisfaction of the Town of Collingwood. Phasing arrangements may be required to address a variety of matters, including, but not limited to, staging of

services, provision of public facilities, construction access for multi-phased developments and the interrelationship of the proposed development to future phases.

39. That the Subdivision Agreement between the Owner and the Town of Collingwood shall include provisions whereby all offers of Purchase and Sale will include information that satisfies section 59(4) of the Development Charges Act.

40. That prior to any tree removal or site alteration, the Owner shall provide a Tree Preservation and Rehabilitation/Replanting Plan to the satisfaction of the Town of Collingwood and NVCA, covering the area proposed for the first phase of development and any areas where site alteration or tree removal is required to accommodate that first phase of development (i.e., for infrastructure). Subsequent development phases shall also require an updated Tree Preservation and Rehabilitation/Replanting Plan to the satisfaction of the Town and NVCA. No tree removal or site alteration shall occur in those areas not covered by an approved Tree Preservation and Rehabilitation/Replanting Plan.

40.1 Requirement for Urban Design and Architectural Control Guidelines (Revision/Addition)

That the Owner agrees to provide, prior to the offering of models for sale, Urban Design and Architectural Control Guidelines prepared by a qualified Architect, and Landscape Architect as required, for peer review at the applicant's expense and for approval by the Director of Planning and Building Services. The Urban Design and Architectural Control Guidelines shall be in conformity with the Town of Collingwood Urban Design Manual and any other applicable documents or direction, shall contain graphics and visualizations to assist in application and shall identify an acceptable Control Architect review process, at the owner's expense, all to the satisfaction of the Town of Collingwood.

40.2 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.**

40.3.1 No Presales – Urban and Architectural Design Guidelines (New)

That the Owner agrees that no pre-sales of residential units in this draft plan may commence until such time as Urban Design and Architectural Control Guidelines have

been submitted and accepted to the satisfaction of the Director of Planning and Building Services.

40.3.2 No Presales - Servicing Capacity (New)

That the Owner agrees that no pre-sales of residential units in this draft plan may commence until such time as the Town of Collingwood, at its sole discretion, confirms that sufficient capacity exists in the Town of Collingwood Water Treatment Plant and Waste Water Treatment Plant to adequately service the development.

40.4.1 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, all to the satisfaction of the Town of Collingwood.

40.4.2 Warning Clauses – Review and Approval by Town (New)

That the Owner agrees, that prior to inclusion of the aforementioned warning clauses in any Offers of Purchase and Sale, the warning clauses shall be provided to the Town of Collingwood and confirmed to be to the satisfaction of the Director of Planning and Building Services.

40.5 Multi-unit Residential Blocks (New)

That prior to final approval the Owner shall complete, where appropriate, lot patterning plans for multi-unit residential Blocks 1 and 17 that, among other matters, are in keeping with urban and architectural design guidelines, including attractive and functional streetscapes, provide for an appropriate mix of dwelling types and otherwise conform with the Town's Official Plan policies and Zoning By-law provisions, all to the satisfaction of the Town of Collingwood.

41. That the Owner agrees in the Subdivision Agreement to gratuitously dedicate Blocks 11, 12, and 13 to the Town (Wetland Blocks).
42. That the Owner agrees in the Subdivision Agreement to gratuitously dedicate Blocks 10 and 16 to the Town (Shared Pumping Station Block and Buffer Block).
43. That the Owner shall prepare Buffer Restoration Plans for Blocks 4 through 10 (Buffer Blocks) to the satisfaction of the Town and the NVCA.
44. That the Owner shall undertake and complete groundwater and surface water quality monitoring to the satisfaction of the NVCA.
45. That the Owner shall agree in the Subdivision Agreement to include in any Agreement of Purchase and Sale notification that the lands are adjacent to a Provincially Significant Wetland and include a 'homeowners education' package to the satisfaction of the NVCA.
46. That the Owner agrees in the Subdivision Agreement to implement, install and construct all required environmental mitigation measures to the satisfaction of the NVCA and the Town.
47. That the Owner agrees in the Subdivision Agreement to construct at their cost any required off-site stormwater management outlets.

48. 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.
49. 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 site 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.
50. 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.
51. 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.
52. 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 the municipal standards;
 - b. The Owner shall rough grade all boulevards as necessary prior to the installation of the gas lines and provide the necessary field survey information and references to final elevation required for the installation of the gas lines, all to the satisfaction of Enbridge Gas Distribution;
 - c. All of the natural gas distribution system will be installed within the proposed road allowances therefore easements will not be required.
53. 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).
54. The Owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada, to grant Bell Canada any easements that may be required for telecommunications services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the Owner/Developer shall be responsible for the relocation of such facilities or easements.

- 55.1 Prior to final approval, the Owner shall submit to the County of Simcoe detailed engineering drawings for the proposed private condominium roads for the purpose of determining waste collection service eligibility.
- 55.2 The Owner shall agree in the Subdivision Agreement in wording satisfactory to the County of Simcoe, to the following:
- a) The County of Simcoe does not provide waste collection services to multi-unit residential buildings or properties containing 6 or more dwelling units, such as apartment buildings, condominium buildings, and other high density residential. For these developments, it will be the responsibility of the apartment building owner or Condominium Corporation to arrange for waste collection services for these units through a private contractor to be paid for by the building owner or Condominium Corporation.
 - b) The County of Simcoe is not obligated to provide curbside waste collection services to residential dwelling units fronting private condominium roads. Waste collection services may be provided in site specific locations, where the development is designed, constructed and maintained in accordance with the requirements of the County of Simcoe's Multi-Residential & Private Road Waste Collection Policy and Waste Collection Design Standards, to the satisfaction of the County of Simcoe. If for any reason this is not achieved, it will be the responsibility of the Owner or the Condominium Corporation to arrange for waste collection services for the residential dwelling lots fronting the condominium road through a private contractor, to be paid for by the Owner or Condominium Corporation. The Owner or Condominium Corporation will be required to submit an Application Form for Waste Collection Services including the applicable application fee and any necessary supporting engineering design drawings required by the County of Simcoe to determine waste collection service eligibility.
 - c) To include in the Declaration registered for the project under section 2 of the Condominium Act, and also to include in all Agreements of Purchase and Sale, an advisory clause notifying purchasers of who will be responsible for the collection of waste (i.e. garbage, recycling and organics).
55. 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.
56. That prior to Final Approval the Town of Collingwood as the Approval Authority be advised, in writing, how conditions 2 – 24, 26 – 33, 35, 36, 38 – 44, 47, 48, 52 & 56 have been satisfied.
57. That prior to Final Approval the Town of Collingwood as the Approval Authority be advised, in writing, by the Ministry of Culture how condition 32 has been satisfied.
58. That prior to Final Approval the Town of Collingwood as the Approval Authority be advised, in writing, by the Nottawasaga Valley Conservation Authority how conditions 2, 4, 9, 10, 15, 17, 18, 21, 22, 30, 33 – 35, 37, 40, and 44 - 47 have been satisfied.
59. The prior to Final Approval the Town of Collingwood as the Approval Authority be advised, in writing, by the Simcoe Muskoka Catholic District School Board how condition 49 has been satisfied.
60. That prior to Final Approval the Town of Collingwood as the Approval Authority be advised, in

writing, by the Simcoe County District School Board how conditions 50 & 51 have been satisfied.

61. That prior to Final Approval the Town of Collingwood as the Approval Authority be advised, in writing, by Enbridge Gas Distribution how condition 53 have been satisfied.
62. That prior to Final Approval the Town of Collingwood as the Approval Authority be advised, in writing, by Canada Post how condition 25 has been satisfied.
63. That prior to Final Approval the Town of Collingwood as the Approval Authority be advised, in writing, by Bell Canada how conditions 54 & 55 have been satisfied.
64. **That the draft plan approval will lapse on June 29th, 2024. The Owner shall apply for any extension at least sixty (60) days prior to the lapsing date.**

Notes to Draft Approval

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Approval Authority, quoting file number: **D1202219 (CWT-2010-002)**.
2. It is suggested that the Owner be aware of Section 144 of the Land Titles Act and subsection 78(10) of the Registry Act. Subsection 144(1) of the Land Titles Act requires that a plan of subdivision of land that is located in a land titles division be registered under the Land Titles Act. Exceptions to this provision are set out in subsection 144(2).

Subsection 78(10) of the Registry Act requires that a plan of subdivision of land that is located only in a registry division cannot be registered under the Registry Act unless the title of the Owner of the land has been certified under the Certification of Title Act. Exceptions to this provision are set out in clauses (b) and (c) of subsection 78(10).

3. It is suggested that the municipality register the Subdivision Agreement as provided by subsection 51(26) of the Planning Act, R.S.O. 1990 against the land to which it applies, as notice to prospective purchasers.
4. The Town of Collingwood requires all engineering drawings to be submitted in AutoCAD format as well as hardcopy.
5. All measurements in subdivision final plans must be presented in metric units.
6. All deeds to be conveyed must be free and clear of all encumbrances.
7. **Deleted (previous note dealt with water capacity and allocation which are now addressed through conditions 4.1, 4.2)**
8. 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. The Bell Canada contact is Rick DeBokx 705-722-2354.
9. The Nottawasaga Valley Conservation Authority will require a copy of the executed Subdivision Agreement prior to the clearance of the draft plan conditions.

10. 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*.
11. If agency draft plan conditions concern conditions within the Subdivision Agreement, a copy of the agreement should be sent to them. This will expedite the clearance of the final plan.
12. Clearances are required from the following agencies:

The Town of Collingwood
Engineering Services Department
97 Hurontario Street
P.O. Box 157
Collingwood, Ontario
L9Y 3Z5

The Town of Collingwood
Planning Services Department
55 Ste. Marie Street, Unit 302
Collingwood, Ontario
L9Y 3Z5

Ministry of Culture
Attn: Mr. Winston Wong
400 University Ave.
Toronto, Ontario
M7A 2R9

Nottawasaga Valley Conservation Authority
8195 Concession 8
Utopia, Ontario
L0M 1T0

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

Simcoe Muskoka Catholic District School Board
46 Alliance Blvd.
Barrie, Ontario
L4M 5K3

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

Bell Canada
Development & Municipal Review Services Control Centre
Floor 5 Blue, 100 Borough Drive

Toronto, Ontario
M1P 4W2

Canada Post
Delivery Planning
300 Wellington Street
London, Ontario
N6B 3P2

Collingwood Utility Services
PO Box 189
43 Stewart Road
Collingwood, Ontario
L9Y 3Z5

Utility Providers for the following as/if required:
Telecommunications Provider
Electricity Service Provider

13. Please be advised that the approval of this draft plan will lapse on **June 29th, 2024**. This approval may be extended pursuant to subsection 51(33) of the Planning Act, but no extension can be granted once the approval has lapsed.

If final approval is not given to this plan prior to the lapsing of the draft approval date, and no extensions have been granted, draft approval will lapse under subsection 51(32) of the Planning Act, R.S.O. 1990. If the owner wishes to request an extension to draft approval, an application must be received by the Approval Authority sixty (60) days prior to the lapsing date.

14. The Final Plan approved by the Approval Authority must be registered within 30 days or the Town may withdraw its approval under subsection 51(32) of the Planning Act, R.S.O. 1990, as amended.

Subject to the conditions set forth above, this Draft Plan is approved under Section 51 of the Planning Act R.S.O 1990, Chapter 13, as amended, this **21st day of June, 2021** as per Council Resolution No. RES-023-2019.

Mayor

Clerk