

Regional Commercial District Plan of Subdivision conditions of draft plan approval as per Resolution No. 039-16 approved by Council on February 8th, 2016.

Owners: Dunn Capital Corporation & 2204604 Ontario Inc. Town File No.: D1201215

Project Name: Regional Commercial District Plan of Subdivision

No. Conditions

1. That this approval applies to the Draft Plan of Subdivision located on Part of the South Half of Lot 44, Concession 10, Part of the North Half of Lot 43, Concession 10, (formerly Township of Nottawasaga) and Lots 1, 2, 10, 12, 14, 16 and 18 to 32 both inclusive and Dundonald Street and Part of Third Street and Part of the Lanes adjacent thereto, Registered Plan 484, Town of Collingwood, County of Simcoe prepared by Zubek, Emo, Patten & Thomsen Limited dated January 27th, 2016 and showing a total of:
 - a. A commercial block (Block 1)
 - b. An industrial block (Block 2)
 - c. A commercial block (Block 3)
 - d. A commercial block (Block 4)
 - e. A commercial block (Block 5)
 - f. 9.05 metre road widening (Block 6)
 - g. Environmental protection blocks (Blocks 7, 8 & 9), and
 - h. Land for a future public street (Street "A").

2. That the Owner shall agree in writing to satisfy all the requirements, financial and otherwise of the Town of Collingwood prior to final approval.

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

4. That the Owner shall enter into a Subdivision Agreement for servicing, development and other necessary matters, satisfactory to the Town of Collingwood in consultation with any other appropriate authority before any development or site alteration within the plan, excepting approved remediation works and general site earth works. This agreement may deal with matters including, but not limited to, the following:
 - a. Engineering works which include municipal services;
 - b. Professional services including preparation of reports, plans, inspections, certifications and approvals;
 - c. Hydro;
 - d. Storm sewers, stormwater management;
 - e. Road widenings and reconstruction;
 - f. Monitoring wells;
 - g. Securities or letters of credit, cash contributions, levies (development charges);
 - h. Emergency services;
 - i. Land dedications, easements including any reciprocal easements, road reserves;
 - j. Noise studies and abatement;

- k. Fencing, berming, buffer blocks and planting;
 - l. Grading and sodding, signed entry features, parkland and tree preservation; and
 - m. Warning clauses, hoarding.
5. That the Subdivision Agreement mentioned above shall be registered against the lands to which it applies as provided for in the *Planning Act*, R.S.O. 1990.
 6. That the Owner shall agree in the Subdivision Agreement that development charges, processing and administrative fees be paid prior to building permit issuance in accordance with the current policies and by-laws of the Town of Collingwood, County of Simcoe and School Boards.
 7. That the Owner shall agree that the roads shall be constructed and named to the satisfaction of the Town of Collingwood with regard to 911 emergency servicing and that the Owner agrees in the Subdivision Agreement to display the lot number and corresponding municipal address in a prominent location on each lot.
 8. A portion of the subject lands are subject to Site Plan Agreement executed on 18th day of June 2013 entitled SDC-05-M – Home Depot Holdings Inc and subsequently applied by the Land Registrar receipted as SC1072838 on July 25, 2013.
 - a. That the Owner Agrees to the Special Terms and Conditions as prescribed in Part II (High Street Improvements),
 - b. That the Town and Owner agree to the Financial Conditions, Security and Insurance conditions prescribed in Part III (Cost Sharing), and
 - c. That the Owner shall implement the recommendations outlined in the Traffic Impact Study dated April 2015 as prepared by C.F. Crozier & Associates Inc. to the satisfaction of the Town of Collingwood.
 9. That the Owner shall agree in the Subdivision Agreement that as a condition of a future Site Plan Approval or future Draft Plan of Subdivision for Block 1 there will be the provision of a 26 metre road allowance as a future east/west connection to the adjacent “Red Maple” plan of subdivision.
 10. All temporary road ends shall terminate in a cul-de-sac shall be designed and constructed with a minimum turning radius of 13.0 metres.
 11. That all roads within the proposed development will be constructed to Town of Collingwood Standards including curb & gutter, hot asphalt, granular, storm sewers, sanitary sewer, watermain, subdrains, sidewalks, street lights, traffic signs, driveway approaches, sodded boulevards, boulevard trees and landscaping.
 12. That the Owner shall agree in the Subdivision Agreement to provide public walkways, sidewalks and trails to the satisfaction of the Town of Collingwood.
 13. That the Owner agrees that the 9.05 metre road widening shown as Block 6 and the environmental lands shown as Blocks 7, 8 and 9 shall be deeded in fee simple to the Town of Collingwood. The Town and Owner agree that Blocks 7, 8 and 9 fulfills Section 4.1.3.7 and 4.4.5.1.6 of the Official Plan with respect to Black Ash Creek setback.

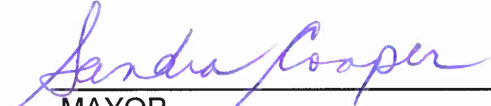
14. That the Owner will agree to make payments onto the Town of Collingwood as cash-in-lieu of parkland dedication as required in accordance with Town policy and Sections 42 and 51 of the *Planning Act*, as amended.
15. That the Owner shall agree in the Subdivision Agreement that all dedications of land the Town of Collingwood requires shall be at no cost to the municipality.
16. That the Owner shall accommodate all existing drainage within and external to the subject plan according to the Town of Collingwood's Stormwater Management Policies and to the satisfaction of the Engineering Services Department. Where improvements and/or adjustments to the existing systems are necessary to facilitate this development, it will be the Owner's responsibility to provide the necessary works, including outlet improvements as required.
17. That prior to any site alteration within the plan, the following shall be prepared to the satisfaction of the Town of Collingwood, in consultation with the Nottawasaga Valley Conservation Authority:
 - a) A detailed Stormwater Management Report;
 - b) An Erosion Control Plan;
 - c) A detailed Grading Plan;
 - d) A detailed Enhancement and Landscaping Plan for the stormwater management ponds; and
 - e) Enhanced landscaping and tree plantings in Blocks 7, 8 and 9 along the Black Ash Creek corridor.
18. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the Town of Collingwood, in consultation with the Nottawasaga Valley Conservation Authority, to carry out or cause to be carried out the recommendations and measures contained within the plans and reports set out above.
19. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the Town of Collingwood, in consultation with the Nottawasaga Valley Conservation Authority, to ensure that all stormwater management facilities and sediment and/or erosion control measures will be in place prior to the creation of impervious areas such as roads and buildings being undertaken.
20. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the Town of Collingwood, in consultation with the Nottawasaga Valley Conservation Authority, to engage a qualified professional to certify in writing that the works were constructed in accordance with the plans, reports and specifications, as approved by the Conservation Authority.
21. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the Town of Collingwood, in consultation with the Nottawasaga Valley Conservation Authority, that any necessary drainage easements be established and granted to the Town of Collingwood.
22. That prior to any site alteration or development at this location, required permits if any, under Ontario Regulation 172/06 and the *Conservation Authorities Act*, will be obtained from the Nottawasaga Valley Conservation Authority.


23. That the Owner shall agree in the Subdivision Agreement to provide sanitary sewers suitably designed and of sufficient depth to provide for the proper collection from the lands within and external to the subdivision per the Town of Collingwood Development Standards, and to the satisfaction of the Town of Collingwood.
24. That the Owner shall agree in the Subdivision Agreement that in order to provide proper and reliable water distribution systems within the development, reasonable looping of these systems shall be provided and no watermain shall pass through or under any structure all to the satisfaction of the Town and further to hereby convey to the Town a blanket easement to permit the maintenance of all water mains extending to the curb stops and unit isolation valves on or before acceptance of the water mains by the Town.
25. That the Owner shall agree in the Subdivision Agreement to provide electrical servicing suitably designed and of sufficient capacity to provide for the proper servicing of the lands within and external to the subdivision to the satisfaction of COLLUS PowerStream Corp.
26. That the Owner shall agree in the Subdivision Agreement, that such easements and land dedications as may be required for access, drainage, servicing, stormwater management, utilities and construction purposes shall be designed to the satisfaction of, and granted to the appropriate agencies or authorities, free and clear of all encumbrances to the satisfaction of the Town of Collingwood and all appropriate agencies or authorities.
27. That the Owner shall agree in the Subdivision Agreement provide to the Town of Collingwood a soils report recommending the material necessary for road construction and stormwater management facilities to meet Town standards.
28. 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.
29. That the Owner shall agree in the Subdivision Agreement that prior to final approval, arrangements will be made to the satisfaction of the Town of Collingwood for the relocation of any utilities required by the development of the subject lands to be undertaken at the expense of the Owner.
30. That the Owner will agree in the Subdivision Agreement that prior to final approval, the Owner is to submit a Streetscape and Stormwater Management Landscape Plan to the satisfaction of the Town of Collingwood. The Streetscape/Landscape Plan shall conform to the Town of Collingwood's Subdivision Guidelines and Development Standards and shall address such matters as enhanced vegetation planting in Blocks 7, 8 and 9 along the Black Ash Creek corridor and the stormwater management ponds.
31. That the Owner will agree in the Subdivision Agreement that prior to final approval, the Owner shall to the satisfaction of the Town of Collingwood demolish and remove any existing buildings or structures from proposed Blocks 1, 3, 4 and Street "A".
32. That the Owner shall agree in the Subdivision Agreement that development will conform to the Town of Collingwood's Subdivision Guidelines and the Urban Design Manual which govern the character of all structures in a manner acceptable to the Town of Collingwood.

33. That the Subdivision Agreement between the Owner and the Town of Collingwood contain infrastructure phasing arrangements, if required, to the satisfaction of the Town of Collingwood.
34. That prior to final approval, the Owner shall obtain from the Ontario Ministry of Tourism, Culture and Sport an acceptance of the "Report of the 2006 Stage 1-2 Archaeological Assessment, Proposed Development of 530 3rd Street, Part of Lot 43, Concession 10, Town of Collingwood (formerly the Township of Nottawasaga)" as prepared by Amick Consultants Limited. No tree cutting, stump removal, grading or other soil disturbances shall take place on the subject property prior to the Town of Collingwood and the Ministry of Culture confirming that all archaeological resource concerns have met licensing and resource conservation requirements.
35. That the Owner shall co-ordinate the preparation of an overall utility distribution plan to the satisfaction of the Town of Collingwood or authority having jurisdiction.
36. 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.
37. That the Owner shall agree in the Subdivision Agreement, with wording to the satisfaction of the Simcoe County District School Board, to include in all offers of purchase and sale a statement that advises the prospective purchaser that the public schools on designated sites in the community are not guaranteed. Attendance at schools in the area yet to be constructed is also not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside the area.
38. 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.
39. 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.

40. That the Owner shall insert the following conditions in the Subdivision Agreement to the satisfaction of Enbridge Gas Distribution:
- a) Streets are to be constructed in accordance with composite utility plans previously submitted and approved by the Town or authority having jurisdiction;
 - b) The Owner shall grade all streets to final elevation prior to the installation of the gas lines and provide Enbridge Gas Distribution Inc. with the necessary field survey information required for the installation of the gas lines; and,
 - c) The Owner shall provide current Town approved road cross-sections showing all utilities in the configuration proposed for all of the street widths within the development, and the gas locations must be a minimum of 0.6 metres from the street line.
41. 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).
42. That the Owner shall agree in the Subdivision Agreement to grant any easements that may be required for communication / telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing communication / telecommunication facilities or easements, the Owner/Developer shall be responsible for the relocation of such communication / telecommunication facilities or easements.
43. 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.
44. That prior to final approval the Town of Collingwood as the Approval Authority will be advised by the Owner, in writing and with supporting documentation, how all of the above conditions have been satisfied.

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 8th day of February, 2016. The approval of this Draft Plan is for a period of five (5) years and will lapse on the 8th day of February, 2021.


MAYOR


CLERK

Notes to Draft Approval

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Town, quoting file number **D1201115**.
2. It is suggested that the Owner be aware of Section 144 of the Land Titles Act and subsection 78(10) of the Registry Act. Subsection 144(1) of the Land Titles Act requires that a plan of subdivision of land that is located in a land titles division be registered under the Land Titles Act. Exceptions to this provision are set out in subsection 144(2).

Subsection 78(10) of the Registry Act requires that a plan of subdivision of land that is located only in a registry division cannot be registered under the Registry Act unless the title of the Owner of the land has been certified under the Certification of Title Act. Exceptions to this provision are set out in clauses (b) and (c) of subsection 78(10).
3. The Town of Collingwood requires all engineering drawings to be submitted in AutoCAD format as well as hardcopies.
4. All measurements in subdivision final plans must be presented in metric units.
5. All lands to be conveyed must be free and clear of all encumbrances.
6. The Town of Collingwood Waste Water Treatment Plant and Water Treatment Plant capacities are subject to the registration of the plan and entering into the associated agreement.
7. The Owner will be required to contact Bell Canada's Engineering Department regarding the details for servicing within the subdivision as well as the necessary Letters of Understanding.
8. The Nottawasaga Valley Conservation Authority will require a copy of the executed Subdivision Agreement once it is available.
9. The Owner shall agree, prior to final approval, to pay all development fees to the Conservation Authority as required in accordance with the Nottawasaga Valley Conservation Authority's fees policy, under the *Conservation Authorities Act*.
10. If final approval is not given to this plan within the draft approval time period above the draft approval will lapse under subsection 51(32) of the Planning Act. Draft approval may be extended pursuant to subsection 51(33) of the Planning Act but no extension can be granted once the draft approval has lapsed.

If the applicant wishes to request an extension to draft approval a written explanation, together with the completed application form and fee, must be received by the Town sixty (60) days prior to the lapsing date.
11. The Final Plan approved by the Town must be registered within 30 days or the Town may withdraw its approval under subsection 51(32) of the Planning Act, R.S.O. 1990, as amended.