

**Ontario Land Tribunal**  
Tribunal ontarien de l'aménagement  
du territoire



**ISSUE DATE:** October 17, 2023

**CASE NO(S):** OLT-22-004111

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

Applicant and Appellant: Eden Oak (Raglan) Inc.  
Subject: Application to amend the Zoning By-law –  
Refusal or neglect to make a Decision  
Description: To permit a residential subdivision  
Reference Number: D14122  
Property Address: 452 Raglan Street  
Municipality/UT: Collingwood/Simcoe  
OLT Case No.: OLT-22-004111  
OLT Lead Case No.: OLT-22-004111  
OLT Case Name: Eden Oak (Raglan) Inc. v. Collingwood  
(Town)

**PROCEEDING COMMENCED UNDER** subsection 51(34) of the *Planning Act*,  
R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: Eden Oak (Raglan) Inc.  
Subject: Proposed Plan of Subdivision – Failure of  
Approval Authority to make a decision  
Description: To permit a residential subdivision  
Reference Number: D1201122  
Property Address: 452 Raglan Street  
Municipality/UT: Collingwood/Simcoe  
OLT Case No.: OLT-22-004112  
OLT Lead Case No.: OLT-22-004111

**Heard:** July 24, 2023 by Video Hearing

**APPEARANCES:****Parties**

Eden Oak (Raglan) Inc.

Town of Collingwood

**Counsel**

Leo Longo

Tom Sanderson

**MEMORANDUM OF ORAL DECISION DELIVERED BY S. DIXON ON JULY 24, 2023  
AND ORDER OF THE TRIBUNAL**

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[Link to Order](#)**INTRODUCTION**

[1] This Decision and Order arises from an appeal filed by Eden Oak (Raglan) Inc. (“Appellant”) pursuant to Sections 34(11) and 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13 (“Act”), concerning Zoning By-law Amendment (“ZBA”) and Draft Plan of Subdivision (“Draft Plan”) applications (together, “Applications”) to permit a residential subdivision in the Town of Collingwood (“Town”) on lands known municipally as 452 Raglan Street (“Subject Lands”).

[2] Subsequent to the Appeal, the Town held a public meeting to gather input on the Applications from members of the public. Several Participant Statements were also filed with the Tribunal by individuals that were granted Participant Status at a previous Case Management Conference. The combined input from the public and Participants was used by the Appellant and the Town to revise the Applications – and in particular, the Draft Plan conditions – leading to a settlement between the Parties.

[3] In support of the settlement, the Tribunal was in receipt of a sworn Affidavit from Kory Chisholm (retained by the Appellant), which was marked as Exhibit 1. Mr. Chisholm is a Partner with MHBC Planning Limited and a Registered Professional

Planner. He has been qualified by the Tribunal to provide expert opinion evidence on matters pertaining to land use planning on numerous occasions.

[4] At the Hearing, Mr. Chisholm provided oral evidence with reference to Exhibit 1, including an overview of the Subject Lands and surrounding context, the proposed development facilitated by the revised Applications (including revisions made in response to public and Participant input), his planning analysis, and his summary recommendations.

## **SITE AND AREA CONTEXT**

[5] The Subject Lands are comprised of approximately 8.99 hectares (“ha”) of vacant land in the southeast of the Town’s designated settlement area. The Subject Lands are generally bounded by low-density residential development to the north, natural areas associated with the Pretty River and lands designated for employment uses to the east, a wooded area and lands designated residential to the south, and the Clearview Collingwood Rail Trail (“Rail Trail”) to the west (beyond which is a stormwater pond and elementary school associated with low-density residential development).

[6] Currently, access to the Subject Lands is provided via an existing private driveway from Raglan Street, which includes an existing bridge that crosses the Pretty River. The existing bridge has been deemed unsafe for continued use and as such, is proposed to be reconstructed by the Town as a future pedestrian bridge. Access to the Subject Lands and the proposed subdivision will occur via the extensions of Williams Street and Peel Street to the north, and Kirby Avenue to the west. All three of those access points are municipal roads with current road stubs contemplating their extension into the Subject Lands.

## **PROPOSAL**

[7] The revised Applications will facilitate the development of:

- 128 residential units, comprised of 20 single detached houses and 108 townhouses;
- A 0.19 ha stormwater management block adjacent to the natural areas west of the Pretty River;
- A 0.29 ha Rail Trail widening and 0.22 ha park abutting same, representing an overall parkland dedication of 8.08 per cent;
- 2.89 ha of additional open space, including an open space block containing the future pedestrian bridge over the Pretty River; and
- Four new public streets, including the aforementioned road extensions.

## **PLANNING ANALYSIS**

[8] Mr. Chisholm proffered that the proposed development, supported by the revised ZBA and Draft Plan:

- a) Includes dedicated blocks for environmental protection and open space purposes;
- b) Provides an efficient street network and will be serviced with municipal water and wastewater services;
- c) Is located within an existing built-up area and contributes to the orderly development of safe and healthy communities by being a logical extension and additional build-out of the existing built-up area;
- d) Provides a range of housing types;

- e) Is in an area that is designated for residential growth and development under the Growth Plan for the Greater Golden Horseshoe, 2020 (“Growth Plan”), the County of Simcoe Official Plan (“COP”), and the Town Official Plan (“TOP”);
- f) Is designed to be sustainable through a compact and efficient grid road pattern, compact lot fabric and the introduction of smaller ground-oriented units, located within proximity to public transit, and oriented to pedestrians through both the streetscape and various Rail Trail connections;
- g) Is well designed and encourages a sense of place by maintaining existing natural features and characteristics; and
- h) Provides public spaces that are high quality, safe, attractive and vibrant through the proposed public streetscape, park and Rail Trail widening.

[9] Based on the foregoing and the detailed analysis provided in Exhibit 1, it is Mr. Chisholm’s opinion that the revised ZBA and Draft Plan have appropriate regard for matters of provincial interest as set out in s. 2 of the Act and the subdivision criteria set out in s. 51(24) of the Act; are consistent with the Provincial Policy Statement, 2020; conform with the Growth Plan; and conform with the COP and TOP. In Mr. Chisholm’s opinion, the revised ZBA and Draft Plan represent good planning and are in the public interest.

## **FINDINGS**

[10] On the uncontested planning evidence of Mr. Chisholm, the Tribunal finds that the revised Applications satisfy all statutory tests as referenced above, represent good planning, and are in the public interest.

**ORDER**

[11] **THE TRIBUNAL ORDERS** that the appeal pursuant to subsection 34(11) of the *Planning Act* is allowed in part and Zoning By-law No. 2010-040 of the Town of Collingwood is hereby amended in the manner set out in **Attachment 1** to this Order. The Tribunal authorises the municipal clerk of the Town of Collingwood to assign a number to this by-law for record keeping purposes.

[12] **THE TRIBUNAL ORDERS** that the appeal pursuant to subsection 51(34) of the *Planning Act* is allowed in part and the Draft Plan of Subdivision shown on **Attachment 2** to this Order is approved, subject to the fulfillment of the conditions set out in **Attachment 3** to this Order.

[13] **THE TRIBUNAL ORDERS** that pursuant to subsection 51(56.1) of the *Planning Act*, the Town of Collingwood shall have the authority to clear the conditions of draft plan approval and to administer final approval of the plan of subdivision for the purposes of subsection 51(58) of the *Planning Act*. In the event that there are any difficulties implementing any of the conditions of draft plan approval, or if any changes are required to be made to the Draft Plan, the Tribunal may be spoken to.

“S. Dixon”

S. DIXON  
MEMBER

**Ontario Land Tribunal**

Website: [www.olt.gov.on.ca](http://www.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.

## ATTACHMENT 1

Schedule "A"

BY-LAW No. 2023-XX

OF THE

CORPORATION OF THE TOWN OF COLLINGWOOD




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BEING A BY-LAW UNDER THE PROVISIONS OF SECTIONS 34 AND 36  
OF THE *PLANNING ACT*, R.S.O. 1990, c. p.13, AS AMENDED.

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**WHEREAS** Section 34 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** Zoning By-law No. 2010-040 is the governing By-law of the Corporation of the Town of Collingwood and such was finally passed by the Council of the Town of Collingwood April 12, 2010;

**AND WHEREAS** the Council of the Corporation of the Town of Collingwood has deemed it advisable to amend Zoning By-law No. 2010-040, and thus implement the Official Plan of the Town of Collingwood;

**AND WHEREAS** Council deems that adequate public notice of the non-statutory public meeting was provided and adequate information regarding this Amendment was presented at the non-statutory public meeting held on January 23, 2023, and that a further public 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. **THAT** Schedule "A" to Collingwood Zoning By-law No. 2010-040, as amended, is hereby further amended in accordance with Schedule "1" attached hereto and forming part of this by-law, by rezoning said lands from the DEFERRED RESIDENTIAL (DR) ZONE and the ENVIRONMENTAL PROTECTION (EP) ZONE to the HOLDING TWENTY RESIDENTIAL THIRD DENSITY EXCEPTION XX (H20) R3-XX ZONE, the HOLDING TWENTY RESIDENTIAL THIRD DENSITY EXCEPTION XY (H20) R3-XY ZONE, the RECREATION (REC) ZONE, and the ENVIRONMENTAL PROTECTION (EP) ZONE.
2. **THAT** Section 6.5 titled Residential Exception Zones of Collingwood Zoning By-law No. 2010-040, as amended, is hereby amended in part by adding the zone classification of RESIDENTIAL THIRD DENSITY EXCEPTION XX (R3-XX) ZONE with the provisions as follows:

RESIDENTIAL THIRD DENSITY EXCEPTION XX (R3-XX) ZONE

Uses shall be limited to townhouse dwellings.

The following zoning exceptions shall apply:

Minimum lot frontage for interior lots:	6.0 m
Minimum lot area for interior lots:	170 m <sup>2</sup>
Minimum outdoor private amenity space:	33 m <sup>2</sup>

For the purposes of this zone, an **outdoor private amenity space** shall be defined as an area of a lot abutting a dwelling used primarily for the enjoyment and recreation of the residents of the dwelling and may include a patio, deck, or landscaped areas and permitted accessory buildings or structures.

Notwithstanding the provisions of Section 4.16.2, when determining the size of a required sight triangle, the length of measurement from the point of intersection of a street or highway shall be a minimum of 3.0 m.

- 4. **THAT** Section 6.5 titled Residential Exception Zones of Collingwood Zoning By-law No. 2010-040, as amended, is hereby amended in part by adding the zone classification of RESIDENTIAL THIRD DENSITY EXCEPTION XY (R3-XY) ZONE with the provisions as follows:

**RESIDENTIAL THIRD DENSITY EXCEPTION XY (R3-XY) ZONE**

Uses shall be limited to single detached dwellings.

- 5. **THAT** Collingwood Zoning By-law 2010-040 is hereby amended to give effect to the foregoing, but Collingwood Zoning By-law 2010-040 shall in all other respects remain in full force and effect.
- 6. **THAT** this By-law shall come into force and effect on the date it is enacted and passed by the Council of the Corporation of the Town of Collingwood, subject to notice hereof being circulated in accordance with the provisions of the *Planning Act* and Ontario Regulation 545/06, and if required as a result of such circulation the obtaining of the approval of the Ontario Land Tribunal.

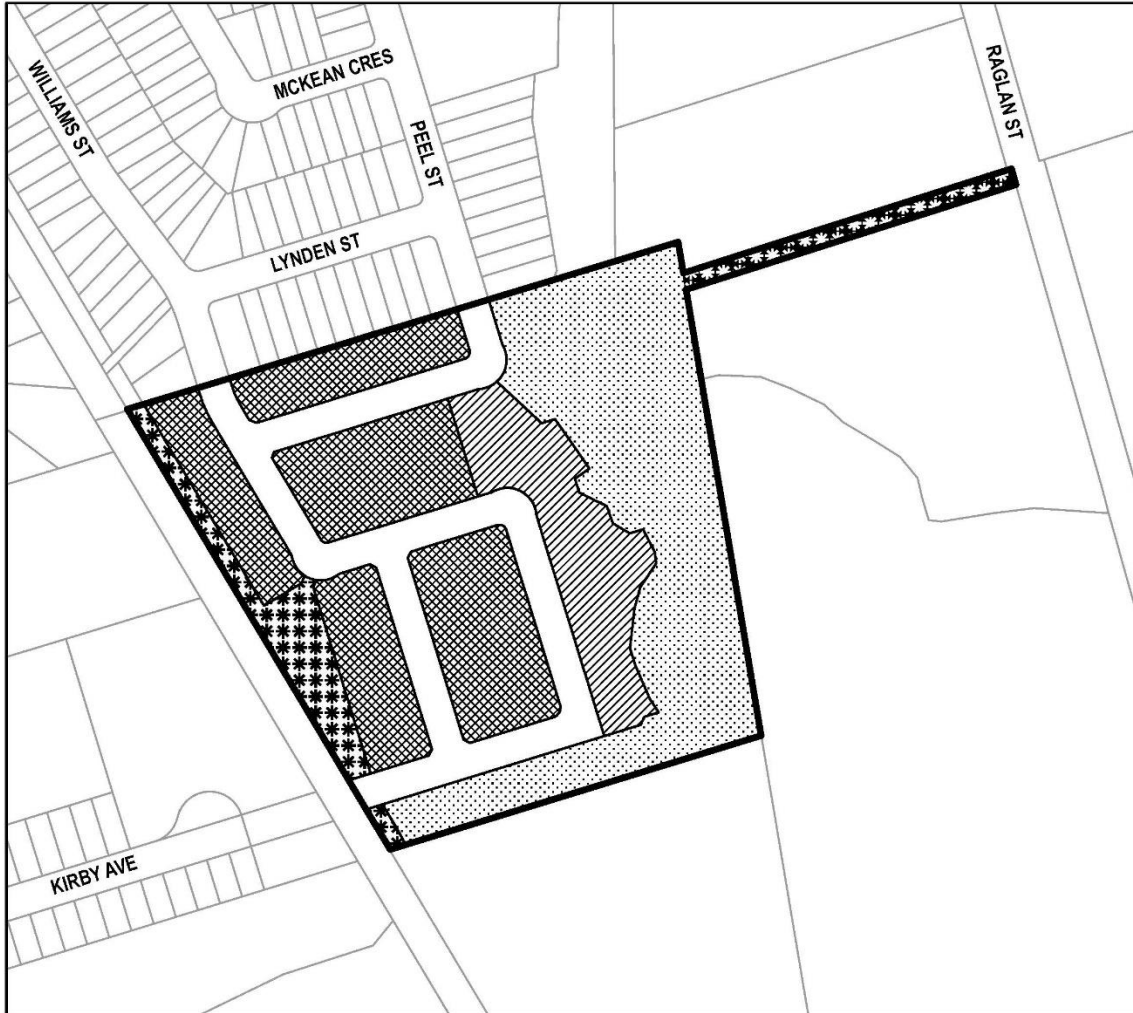
**ENACTED AND PASSED** this XX day of XX 2023.






\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

# Schedule '1'

Part of Lot 40, Concession 8  
Geographic Township of Nottawasaga  
Town of Collingwood  
County of Simcoe



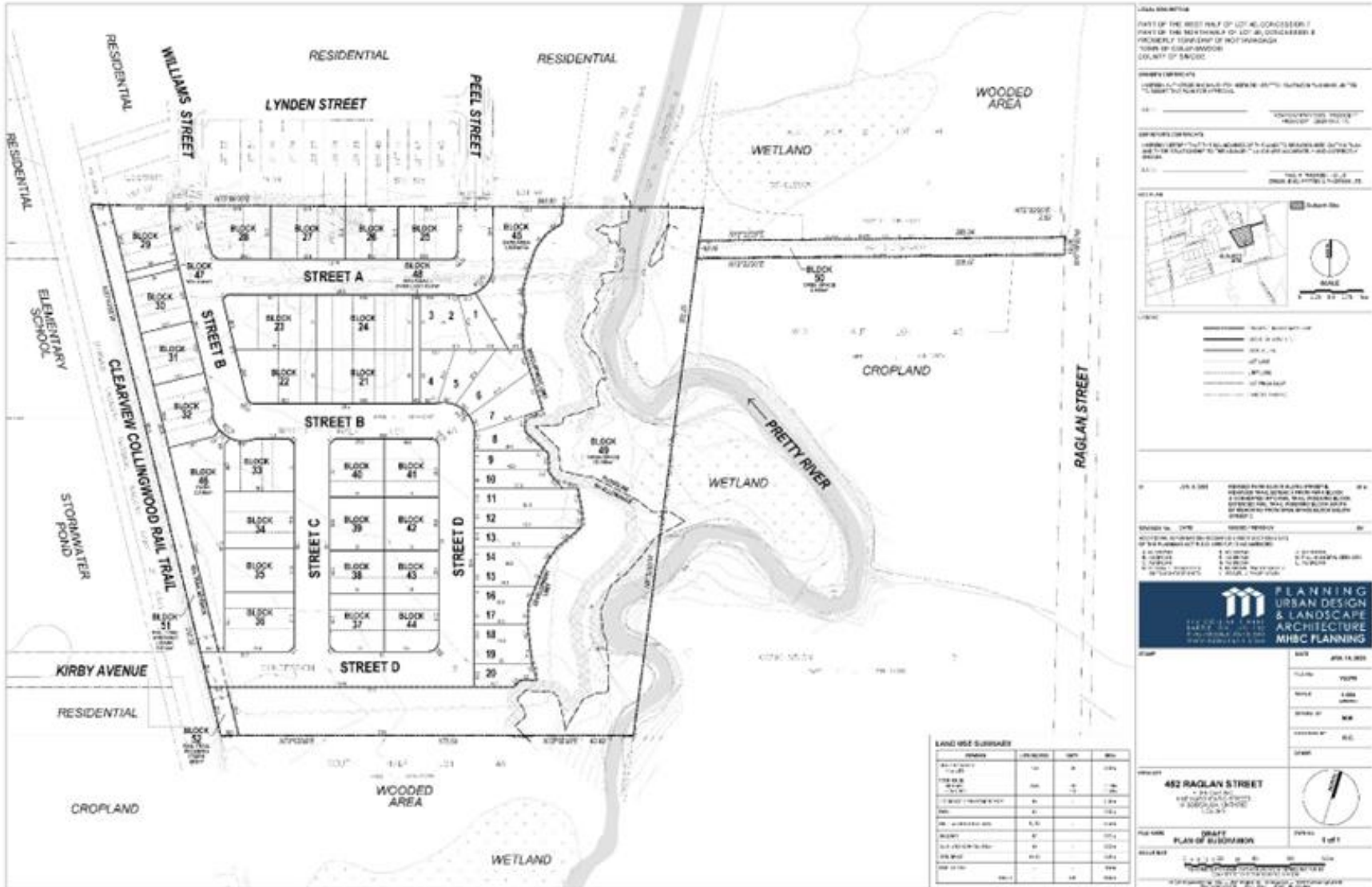
-  Lands to be rezoned to the Residential Third Density Exception XY Holding (R3-XY(H20)) Zone
-  Lands to be rezoned to the Residential Third Density Exception XX Holding (R3-XX(H20)) Zone
-  Lands to be rezoned to the Environmental Protection (EP) Zone
-  Lands to be rezoned to the Recreation (REC) Zone
-  Lands to remain as the Recreation (REC) Zone

This is Schedule '1' to Zoning By-law \_\_\_\_\_  
Passed this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

ATTACHMENT 2



**LAND USE SUMMARY**

Category	Area (sq. m)	Area (sq. ft)	Area (ac)
Residential	10,000	110,000	2.5
Wetland	5,000	55,000	1.2
Wooded Area	3,000	33,000	0.7
Cropland	2,000	22,000	0.5
Wetland	1,000	11,000	0.2
Other	500	5,500	0.1
<b>Total</b>	<b>22,500</b>	<b>247,500</b>	<b>5.6</b>

**PLAN NUMBER**  
PART OF THE WEST HALF OF LOT 46, CONCESSION 7  
PART OF THE NORTH HALF OF LOT 48, CONCESSION 8  
PRECEDENT TOWNSHIP OF INDIANWADAGA  
TOWNSHIP OF CLEARVIEW  
COUNTY OF SANDWICH

**OWNER INFORMATION**  
LORRYLA F. WOODS & SONS LTD. 482 RAQLAN STREET, TORONTO, ONTARIO M6H 1A7  
TEL: (416) 291-1111

**PREPARED BY**  
MHC PLANNING ARCHITECTURE & LANDSCAPE  
1000 SHEPPARD AVENUE EAST, SUITE 1000  
TORONTO, ONTARIO M2X 1K3  
TEL: (416) 491-1111

**DATE**  
JULY 2022

**SCALE**  
1" = 100'

**LEGEND**

- Property Boundary
- Street Right-of-Way
- Wetland
- Wooded Area
- Stormwater Pond
- Other

**PROJECT**  
482 RAQLAN STREET  
RESIDENTIAL DEVELOPMENT  
TORONTO, ONTARIO

**DATE**  
JULY 14, 2022

**SCALE**  
1" = 100'

**PROJECT**  
482 RAQLAN STREET  
RESIDENTIAL DEVELOPMENT  
TORONTO, ONTARIO

**DATE**  
JULY 14, 2022

**SCALE**  
1" = 100'

## ATTACHMENT 3

### DRAFT PLAN CONDITIONS

EDEN OAK (RAGLAN) INC.  
 PART OF THE WEST HALF OF LOT 40, CONCESSION 7  
 PART OF THE NORTH HALF OF LOT 40, CONCESSION 8  
 FORMERLY TOWNSHIP OF NOTTAWASAGA  
 TOWN OF COLLINGWOOD  
 COUNTY OF SIMCOE

**OLT Case Files: OLT-22-004111 & OLT-22-004112**  
**Town File Nos: D14122 & D1201122**

<b>No.</b>	<b>Conditions</b>
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**General**

1. This approval applies to the Draft Plan of Subdivision located on Part of Lot 40 and Concessions 7 and 8 former Township of Nottawasaga, now Town of Collingwood, County of Simcoe prepared by MHBC Planning dated January 19, 2023, and revised on June 9, 2023, and showing a total of:
  - a. 20 single detached residential lots (Lots1-20);
  - b. 108 townhouse semi-detached residential lots (Blocks 21-44);
  - c. 1 Block for parkland purposes (Block 46);
  - d. 1 Block for Storm Water Management (Block 45)
  - e. 1 block for a walkway (Block 47)
  - f. 1 lot for a walkway and stormwater overflow (Block 48)
  - g. 1 Open Space Block (Block 49), and
  - h. Public Road Allowances as shown on the Plan.
  
2. The Owner shall enter into an agreement(s), including but not limited to a Subdivision Agreement(s), addressing all requirements and necessary matters financial or otherwise, inclusive of all necessary securities, satisfactory to the Town of Collingwood in consultation with any other appropriate authority, before any development or site alteration, excepting where acceptable to the municipality through other agreements and/or approval processes (e.g., pre-servicing, remediation works and general site earth works). The Subdivision Agreement may deal with matters including, but not limited to, those applicable matters outlined in these conditions of draft approval. The Subdivision Agreement shall be registered against the lands to which it applies as provided for in the Planning Act, R.S.O 1990, c. P.13.
  
3. The Owner shall agree to pursue all other applicable approvals and permits from agencies and other levels of government.
  
4. The Owner shall agree that where draft plan conditions identify matters or requirements of agencies, other levels of government, and/or parties external to the Town of Collingwood that are to be addressed within the Subdivision Agreement, a draft copy of the Agreement shall be sent to said groups for their review and comment to expedite the clearance of the final plan.

5. The Owner shall agree that any site alteration or the installation of any works that may be the subject of any related agreements required by these conditions shall not be permitted prior to the execution of such related agreements. Where any such works are undertaken in violation of this clause, approval of this plan may be withdrawn as authorized under Section 51(44) of the Planning Act, R.S.O.1990, c. P.13, as amended.
6. Prior to final approval, the Owner shall demolish and remove any existing buildings or structures, excluding the existing bridge over the Pretty River, to the satisfaction of the Town of Collingwood.
7. The Owner shall agree to provide for any warning clauses deemed necessary by and to the satisfaction of the Town of Collingwood and/or any other authority with jurisdiction in all Offers of Purchase and Sale, lease/rental agreements and/or condominium declarations and similar documents. In addition to any other warning clauses that the Town may require, all Offers of Purchase and Sale shall include a warning clause advising purchasers that "until such time as the Town of Collingwood, at its sole discretion, confirms that there is sufficient capacity in the Town's wastewater treatment and water treatment plants to adequately service the development, building permits will not be issued for dwellings in this plan of subdivision, except that building permits may be issued for "dry" model homes upon terms and conditions established by the Town. Any Offer of Purchase and Sale that does not include this warning clause may be deemed void by the purchaser".
8. Prior to final approval the Owner shall agree that the appropriate zoning shall be in effect for the proposed subdivision to the satisfaction of the Town of Collingwood, and if appropriate, in consultation with other agencies, including, but not limited to, the Nottawasaga Valley Conservation Authority (NVCA), and the final plans shall comply with the zoning in effect.
9. The Owner shall agree that the recommendations and requirements contained within the plans, studies, reports, updates and/or addenda submitted to the Town of Collingwood to support this development, shall be implemented to the satisfaction of the Town of Collingwood and/or any other authority with jurisdiction.

#### **Servicing Allocation**

10. 110 Single Dwelling Unit equivalents (SDUs) of municipal water and 181 SDUs of wastewater capacity are required to support the proposed development as confirmed to the satisfaction of the Town of Collingwood through servicing data calculations identified in the Functional Servicing and Stormwater Management Report, prepared by Crozier Consulting Engineers, dated February 2023. While the Town of Collingwood commits to allocate said SDUs for this development and confirms the development as evaluated on [date] exceeds the minimum score to qualify for servicing allocation under the Town's Servicing Capacity Allocation Policy (SCAP), the timing of allocation shall be determined by the Town of Collingwood at its sole and absolute discretion, noting that should the development be amended/extended in the future, a re-evaluation may be required in accordance with the SCAP. The Town of Collingwood's allocation timing decision shall be incorporated into an agreement in writing between the proponent and the Town of Collingwood as part of the final approval of all or part of the subdivision. Such agreement shall also address the expiry and other stipulations of the capacity commitment as required by the Town of Collingwood Water and Wastewater Capacity Allocation Policy, as amended, including any proposed phasing or staging of the development.

11. The Owner shall agree that prior to final approval, the Town of Collingwood shall confirm that sufficient capacity exists in the Water Treatment Plant and Wastewater 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. Building permits will not be issued until the Town is satisfied that adequate water, including for firefighting operations, and wastewater services are available to the lands and emergency services are available.
12. The Owner shall agree that building permits will not be issued until the Town of Collingwood is satisfied that adequate water, sewers, utilities and roads are available to the lands, except that building permits may be issued for "dry" model homes upon terms and conditions established by the Town.

### **Roadways and Active Transportation**

13. The Owner shall agree to complete prior to final approval, or timing as otherwise determined to be appropriate, to the satisfaction of the Town of Collingwood, at the Owner's expense, any required external works including the following:
  - a. Extend and modify municipal roadways (Kirby Avenue, Williams Street, Peel Street), including the extension of sidewalks, streetlighting, streetscaping, sanitary sewers, storm and watermain municipal servicing.
  - b. Construct a pedestrian mid-block crossover, in accordance with Conditions 22 and 38.
  - c. Install storm sewer to the Pretty River, including adequate outfall to Pretty River to the satisfaction of the Town of Collingwood and the NVCA;
  - d. Any other improvements stipulated and in accordance with the reports submitted for the 452 Raglan Street Draft Plan of Subdivision.
14. The Owner shall agree that all roads within the proposed development will be constructed to Town of Collingwood Standards including curb & gutter, hot asphalt, granular, traffic calming, storm sewers, sanitary sewer, watermain, subdrains, sidewalks, streetlights, traffic signs, driveway approaches, sodded boulevards, boulevard trees and landscaping.
15. The Owner shall agree that any road reserves and daylight triangles identified in the draft plan of subdivision shall be deeded to the Town of Collingwood.
16. The Owner shall agree that all temporary turning circles, if required, are to be constructed with a minimum turning radius of 13.0 metres.
17. The Owner shall agree to display the lot number and corresponding municipal address in a prominent location on each lot in accordance with the Town of Collingwood's 911 protocols.
18. That the Owner will agree that prior to final approval, the Owner is to submit a Streetscape and Stormwater Management Facility Landscape Plan to the satisfaction of the Town of Collingwood. The Streetscape/Landscape Plan shall conform to the Town of Collingwood's Subdivision Guidelines and Development Standards and also shall address such matters as the location of driveways. The Landscape Plan shall include provisions for transplanting existing trees on the site to areas on the site that require enhanced landscape buffers, where possible and shall address the relevant requirements of Condition 24.

19. That the Owner shall agree 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.
20. The Owner shall agree that the Kirby Avenue extension through the Rail Trail shall be designed to ensure that pedestrians and cyclists using the trail have priority to the satisfaction of the Town of Collingwood. The detailed crossing design shall be completed following the Traffic Brief required in Condition 36 and included in the Subdivision Agreement. The crossing shall, at a minimum, be designed and constructed in accordance with OTM Book 15 and shall also consider traffic calming or other measures deemed appropriate to augment pedestrian and cyclist safety. The Owner shall agree to cover the full final costs incurred for installation of PXO signals and/or other pedestrian road improvements for the crossing of the Rail Trail if warranted by technical studies and final design review
21. The Owner shall agree that sidewalks shall be designed and located to the satisfaction of the Town of Collingwood in consultation with the School Boards. A trail designed to the satisfaction of the Town of Collingwood shall be constructed on the south side of Street D to connect the Rail Trail to a trail adjacent to the west side of the Pretty River.
22. The Owner shall agree to provide fencing to the satisfaction of the Town of Collingwood where required including, but not limited to a solid 1.8 m wood fence and enhanced landscape planting and/or tree preservation at the rear lot line of lots fronting onto Lynden Street and the side lot line of the lot fronting onto Williams Street abutting the subject lands (i.e. lands adjacent to the existing berm) to provide a visual buffer. Chain link fence shall be installed between rear lot lines and Town owned lands such as park lands, open space, and walkways. As it relates to the 1.8m wood fence at the rear lot line of lots fronting onto Lynden Street this fence may not be a continuous fence where it conflicts with identified tree protection areas to the satisfaction of the Town of Collingwood.
23. The Owner shall agree to complete the recommended trail drainage improvements identified within the Collingwood Stormwater Management Master Model – Appendix 2, "Pretty River Hydraulics Assessment (February 19, 2021) identified as "Scenario 4". Specifically, this includes lowering of the Train Trail near the Pretty River Bridge, and eliminating the river spill flows to the north of Kirby Avenue through the extension of the roadway into the subdivision. A permit from the NVCA will be required to complete these works in addition to the subdivision agreement. The Town of Collingwood acknowledges that a joint effort is currently being made between the NVCA and the Town of Collingwood to complete the vegetation removal throughout the Pretty River dyke system.

#### **Conservation Authority, Hazard Lands, and Stormwater Management Conditions**

24. Prior to final approval, the NVCA shall confirm the floodplain limits of the development and the Owner shall provide appropriate documentation to the Town.
25. The Owner shall agree to 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 Town of Collingwood and the NVCA. Where improvements and/or adjustments to the existing systems are necessary to facilitate this development, the Owner shall agree to provide the necessary works, including outlet improvements as required.

26. That prior to any site alteration within the plan, the following shall be prepared by the Owner to the satisfaction of the Town of Collingwood, in consultation with the NVCA and implemented through the subdivision agreement or other development agreements or tools/permits (e.g. earthworks agreement, permit to destroy trees or pre-servicing agreement), including the timing of works:
  - a. A detailed Stormwater Management Report;
  - b. An updated Hydrogeological Report;
  - c. Any further studies or recommendations within the submitted Phase Two Environmental Site Assessment and Geotechnical Studies as required, subject to the Town of Collingwood's review and agreement with the recommendations
  - d. An Erosion Control Plan;
  - e. A Grading Plan; and,
  - f. A detailed Landscaping Plan for the stormwater management facility, drainage corridor and open space blocks;
27. The Owner shall agree, in wording acceptable to the Town of Collingwood and 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 26 above.
28. The Owner shall agree in wording acceptable to the Town of Collingwood, in consultation with the NVCA to:
  - a. ensure that all stormwater management facilities and sediment and/or erosion control measures as approved by the Town of Collingwood, will be in place prior to the creation of impervious areas such as roads and buildings being undertaken;
  - b. engage a qualified professional to certify in writing that the works were constructed in accordance with the plans, reports and specifications, as approved by the Town of Collingwood and any other authority with jurisdiction; and,
  - c. ensure that the necessary drainage easements be established and granted to the Town of Collingwood.
29. The Owner shall agree that prior to any site alteration or development at this location, required permits, under Ontario Regulation 172/06 and the *Conservation Authorities Act*, will be obtained from the NVCA and any necessary authorization from the Department of Fisheries and Oceans for any harmful alteration, disruption or destruction of fish habitat.
30. Prior to final approval of any phase or to any site alteration, the Owner shall agree to notify the NVCA in writing (through a copy of the passed zoning by-law including its text and schedule) that the storm water management facility has been restrictively zoned (e.g. Environmental Protection (EP)).

### **Services and Utilities**

31. The Owner shall agree that all services and utilities to service the proposed development, with the exception of stormwater management infrastructure, shall be contained within road allowances on the plan.
32. That the Owner shall agree to provide storm sewers suitably designed and of sufficient depth to provide for the proper drainage of the lands within and external to the subdivision and to discharge to drainage outlets as directed by and to the satisfaction of the Town of Collingwood.

33. That the Owner shall agree 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 and any other authority with jurisdiction.
34. The Owner shall agree that, in order to provide proper and reliable water distribution systems within the development, reasonable looping of these systems shall be provided to the satisfaction of the Town of Collingwood, where required. The Owner shall further agree that the final design of the water system may be subject to review by the Town of Collingwood through the use of water modeling techniques to ensure sufficient flows, at the discretion of the Town of Collingwood, and the Town may require amendments to the design as a result of such modeling.
35. The Owner shall agree that the Town of Collingwood will initiate review of the downstream sanitary capacity with receipt of the final Functional Servicing Report, at detailed design of the subdivision.
36. Prior to final approval, four copies of detailed reports, plans, and drawings shall be provided by the Owner, prepared by a professional engineer, to the satisfaction of the Town of Collingwood, addressing stormwater management, road construction, construction mitigation, and municipal water and sewer services, including but not limited to:
  - a. Stormwater Management Report
  - b. Servicing/Infrastructure Implementation Report, including water/sanitary systems and looping, where applicable, and roads,
  - c. Construction Mitigation Plan
  - d. Pedestrian and Cycling Traffic Impact Brief to determine warrants for traffic management measures at the Kirby Avenue crossing of the Rail Trail, and
  - e. A Groundwater Monitoring Report completed for a minimum two wet seasons and underside of basement slabs shall be a minimum of 0.5m above high groundwater levels. Groundwater monitoring studies shall be provided to the Town of Collingwood and available for review by the public.

In addition, document(s), including, but not limited to the following, shall also be provided to the satisfaction of the Town of Collingwood for any applicable infrastructure works, municipal water and sewer services and stormwater management:

- f. A Form 1 – Record of Watermains Authorized as a Future Authorization completed and signed by a Professional Engineer;
  - g. The appropriate authorization form(s) for the alteration of the Town of Collingwood's Consolidated Linear Infrastructure Environmental Compliance Approvals (CLI-ECA) shall be completed and signed by a Professional Engineer, for both the Storm and Sanitary CLI-ECAs;
  - h. A written opinion, stamped and signed by a Professional Engineer, that confirms that the project(s) meet the specific alteration conditions outlined in the applicable CLI-ECA approval, including other legislation/regulations; and,
  - i. Any other documentation to support an alteration to the Town of Collingwood's sanitary collection and/or stormwater management systems as required by the Town of Collingwood's CLI-ECA(s).
37. That the Owner shall agree to make satisfactory arrangements with EPCOR to ensure proper and sufficient electricity servicing and capacity is in place for the proposed plan of

subdivision in compliance with the Ontario Energy Board's Distribution System Code and EPCOR's Conditions of Service.

38. That the Owner shall agree 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.
39. The Owner shall agree to co-ordinate the preparation and submission of a composite utility distribution plan to the satisfaction of the Town of Collingwood and any other authority having jurisdiction.
40. The Owner shall agree to provide Canada Post with two copies of the above-ground utility coordination plans. Furthermore, the Owner shall agree 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.
41. The Owner shall agree to the satisfaction of Enbridge Gas Distribution:
  - a. Streets are to be constructed in accordance with composite utility plans previously submitted and approved by all utilities;
  - b. Streets shall be graded 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. Any Town of Collingwood 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 are to be provided to Enbridge Gas Distribution.
42. The Owner shall agree that prior to commencing any work within the Plan, the Owner must confirm that sufficient wire-line communication / telecommunication infrastructure is currently available for 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).

### **Construction and Communication Management Plan**

43. The Owner shall agree to make arrangements to the satisfaction of the Town of Collingwood for a suitable construction traffic route from Kirby Avenue, William Street and/or Peel Street.
44. The Owner shall agree 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:
    - i. Immediately adjacent residents;
    - ii. Adjacent residents;
    - iii. the broader community who may have questions about the development; and,
    - iv. 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.
45. The Owner shall agree that, if in the opinion of the Town of Collingwood, the Owner fails to implement the Construction Management Plan and/or fails to update the Construction Management Plan to address concerns raised by the Town of Collingwood, 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 of Collingwood shall seek full cost recovery plus appropriate administration fees and disbursements for all efforts as a result of the Owner's failure to perform.

### **Tree Removal and Site Alteration**

46. Prior to any tree removal or site alteration, if required, the Owner shall submit an Application to Destroy Trees as per Town of Collingwood By-law 2012-084 By-Law to

Prohibit and Regulate the Destruction or Injury of Trees in the Town of Collingwood, as amended or superseded.

47. Prior to final approval, any tree removal, or site alteration, the Owner shall be required to submit a Tree Preservation Plan to the satisfaction of the Town of Collingwood. The Tree Preservation Plan shall be consistent with any and all applicable recommendations of the reports required to be prepared in these conditions.
48. The Owner shall agree that construction activities involving the removal of vegetation should be restricted from occurring during the bird breeding season and active season for bats. Migratory birds, nests, and eggs are protected by the *Migratory Birds Convention Act*, and the *Fish and Wildlife Conservation Act* while potential Species at Risk (SAR) bats and their habitat are protected by Ontario's *Endangered Species Act*.
49. Vegetation clearing should be avoided between April 1<sup>st</sup> and September 30<sup>th</sup> of any given year. If vegetation clearing is required between these dates, screening by an ecologist with knowledge of bird species and bat habitats could be undertaken to ensure it is not being utilized by these species and the Town of Collingwood shall be notified of such screening and provided with any documentation.

#### **Urban Design and Architectural Control Guidelines**

50. The Owner shall agree to substantially carry out and implement, prior to the offering of models for sale or pre-sales, the filed Urban Design and Architectural Control Guidelines prepared by John G. Williams Limited and dated December 2021, including any updates or addenda. 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 to the satisfaction of the Town of Collingwood. The Town of Collingwood, at its sole discretion may peer review the Urban Design and Architectural Control Guidelines at the Owner's expense.

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

- a. selection and hiring of a Control Architect, at the Owner's expense, for review and approval purposes;
  - b. timing, submission and evaluation requirements for Control Architect clearance;
  - c. conflict resolution mechanisms in the event of disputes around Control Architect clearance; and,
  - d. submission of securities needed to address implementation issues, including but not limited to the above.
51. The Owner shall agree that final grading plans shall provide several grading cross-sections of the interface with the existing residential lots to the north of the subject site to determine how drainage and visual impacts will be mitigated to the satisfaction of the Town of Collingwood. The final grading plans shall ensure the preservation of the vegetation and berm on the northerly property line to the satisfaction of the Town, acknowledging that the removal of dead or hazardous trees may be required.
  52. The Owner shall agree that the Streetscape/Landscape Plan required in Condition 20 shall conform to the Town of Collingwood's Urban Design Standards, Subdivision Guidelines

and Development Standards and also shall address such matters as the location of driveways.

### **County of Simcoe and School Board Requirements**

53. The Owner shall agree to provide for any warning clauses deemed necessary by the County of Simcoe, Town of Collingwood or partner agencies to provide notice of various issues identified by the County of Simcoe, Town of Collingwood or partner agencies, or that may arise from subsequent review and approvals, in all Offers of Purchase and Sale, lease/rental agreements and/or condominium declarations and similar documents, to the satisfaction of the Town of Collingwood.
54. The Owner shall agree, in wording satisfactory to the County that, "The County of Simcoe is not required to provide curbside waste collection service to the municipal roads until such time as the municipality assumes the road. The County may, however, commence waste collection services on the municipal roads once some level of residency begins and prior to the municipality assuming the road, subject to a request being made and regular access being available on the road. The Owner acknowledges that should municipal road access be blocked due to road construction, parked vehicles, insufficient snow removal, etc., service disruptions will occur, and the Owner/Developer will be responsible for providing waste collection services."
55. The Owner shall agree that prior to final approval, a copy of the proposed draft Subdivision Agreement including the above-noted advisory clause(s) and statements, shall be submitted to the County of Simcoe for review and approval of the advisory clauses.
56. The Owner shall agree 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.
57. The Owner shall agree, 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.
58. The Owner shall agree, 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.

### **Dedication and Fees**

59. The Owner shall agree that the road allowances shown as Streets "A, B, C and D" on the draft plan shall be constructed and dedicated as public highways and named to the satisfaction of the Town of Collingwood. The design of the roadways shall meet the requirements of the Town as required.

60. The Owner shall agree to provide a suitable R-Plan for the municipality to convert and dedicate Kirby Avenue/ Street D, and the block over the Train Trail, into a dedicated public roadway, to be submitted to the Ontario Land Registry office.
61. The Owner shall agree that Block 49 shall be gratuitously dedicated to the Town of Collingwood for open space and environmental protection purposes.
62. The Owner shall agree to dedicate Blocks 51 and 52 as part of the required parkland dedication and said lands shall be shown as a Block on the final plan. Prior to dedicating the lands, the Owner shall complete an Arborist's Report identifying unhealthy or dangerous trees. The subdivision Agreement shall include a requirement for unhealthy or dangerous trees to be removed and replaced with trees to the satisfaction of the Town of Collingwood.
63. The Owner shall agree to dedicate Block 46 to the Town of Collingwood for parkland. Prior to dedicating the lands, the property shall be improved to the applicable Neighbourhood Park Standards, 2020 as amended or superseded, including municipal services, rough grading, topsoil and finish grading and seeding as required to the satisfaction of the Town of Collingwood.
64. The Owner shall agree to dedicate Block 47 and Block 48 to the Town of Collingwood for walkways.
65. The Owner shall agree to dedicate Block 50 to the Town of Collingwood and to complete a trail connection, excluding the bridge over the Pretty River, which shall be constructed/reconstructed by the Town to municipal standards to Raglan Street.
66. The Owner shall agree that all trail blocks and connections to be conveyed to the Town of Collingwood shall be in a condition acceptable to the Town of Collingwood, and generally constructed using Development Standard No. 1122, with appropriate modifications reflecting the required width, to the satisfaction of the Town of Collingwood.
67. The Owner shall agree to rough grade, topsoil, seed and maintain (free of stockpiles and debris) all park blocks, trail blocks and other vacant lands within the subdivision to the satisfaction of the Town of Collingwood. These blocks/lands shall be maintained by the Owner to the satisfaction of the Town of Collingwood until such time as associated works have been constructed and assumed for Town maintenance and/or ongoing responsibility for the blocks has been addressed to the satisfaction of the Town of Collingwood.
68. The Owner shall agree to dedicate Block 45, the stormwater management facility to the Town of Collingwood upon completion of the facility to the satisfaction of the Town. The facility shall be designed and constructed at the Owner's expense for stormwater management, in a naturalized and unfenced condition and in an environmental condition acceptable to the Town of Collingwood, in consultation with the NVCA.
69. The Owner shall agree that any property required to construct temporary turning circles will be conveyed to the Town of Collingwood and will be shown as a Block on the final M-Plan, and will be held by the Town of Collingwood until the roadway is extended.
70. The Owner shall agree to convey to the Town of Collingwood any needed water and wastewater servicing easements, including, but not limited to blanket easement(s) to permit the maintenance of all water mains extending to the curb stops and access to and

maintenance of unit isolation valves on or before acceptance of the watermain by the Town of Collingwood.

71. The Owner shall agree to address, to the satisfaction of the Town of Collingwood, the issue of rear yard access for the townhouse dwelling units.
72. The Owner shall agree that all dedications of land the Town of Collingwood requires shall be at no cost to the municipality and the land shall be deeded in fee simple .
73. The Owner shall agree 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, save and except for any permitted encumbrances, to the satisfaction of the Town of Collingwood and all appropriate agencies or authorities. Any land to be conveyed to the Town of Collingwood shall be in an environmental condition acceptable to the Town of Collingwood prior to conveyance.
74. The Owner shall agree 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 shall be responsible for the relocation of such communication / telecommunication facilities or easements.
75. The Owner shall agree that the timing of land dedications and easements shall be at the Town of Collingwood's and/or the applicable agency's discretion and satisfaction and the Town may require the Owner to make such easements and land dedication as part of the Town's inhibiting order arising from final registration.
76. The Owner shall agree 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.
77. The Owner shall agree to provide securities when and as may be necessary to the satisfaction of the Town of Collingwood to address those applicable matters as outlined in these conditions of draft approval.

#### **Documentation and Lapsing**

78. Prior to final approval the Town of Collingwood shall receive written confirmation from the appropriate Provincial agency that a Stage 1-2 Archeological Assessment prepared by a qualified professional has been filed with the Ministry.
79. That prior to final approval, a copy of the proposed final plan is to be forwarded by the Owner to the Town of Collingwood as the Approval Authority for review and approval.
80. Prior to Council enacting and passing a by-law to authorize the Subdivision Agreement, the Town of Collingwood as the Approval Authority, will be advised by the Owner in writing and with supporting documentation how all of the above conditions have been satisfied or will be satisfied.
81. 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 \_\_\_ day of \_\_\_\_\_, 2023. The approval of this Draft Plan is for a period of three (3) years and will lapse on the day of \_\_\_\_\_, 2025

82. 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* and in accordance with Town of Collingwood policies subject to subsection 51(33.1), (33.2), (33.3), but no extension can be granted once the draft approval has lapsed, unless the Town exercises its authority under subsection 51(33.1).

If the applicant wishes to request an extension to draft approval, a written explanation, together with the completed application form and fee and all necessary updated supporting studies or other necessary documentation as identified by and to the satisfaction of the Town of Collingwood, must be received by the Town of Collingwood, acting reasonably, at least three (3) months prior to the lapsing date.

### **Clearances for Final Approval and Registration**

83. Prior to final approval, the Town of Collingwood shall provide written confirmation that conditions 1 to 83 have been carried out to their satisfaction with a brief but complete statement indicating how each condition has been satisfied.
84. Prior to final approval, the NVCA shall provide written confirmation that conditions 8, 13, 23 to 30 and 68 have been carried out to their satisfaction with a brief but complete statement indicating how each condition has been satisfied.
85. Prior to final approval, EPCOR Inc. shall provide written confirmation that condition 37 has been carried out to their satisfaction with a brief but complete statement indicating how each condition has been satisfied.
86. Prior to final approval, Canada Post shall provide written confirmation that condition 40 has been carried out to their satisfaction with a brief but complete statement indicating how each condition has been satisfied.
87. Prior to final approval, Enbridge Gas Distribution shall provide written confirmation that condition 41 has been carried out to their satisfaction with a brief but complete statement indicating how each condition has been satisfied.
88. Prior to final approval, the County of Simcoe shall provide written confirmation that conditions 53 to 55 and 76 have been carried out to their satisfaction with a brief but complete statement indicating how each condition has been satisfied.
89. Prior to signing of the final plan, the Simcoe Muskoka Catholic District School Board shall provide written confirmation that conditions 21, 56 and 76 have been carried out to their satisfaction with a brief but complete statement indicating how each condition has been satisfied.
90. Prior to signing of the final plan, the Simcoe County District School Board shall provide written confirmation that conditions 21, 57, 58 and 76 have been carried out to their satisfaction with a brief but complete statement indicating how each condition has been satisfied.
91. Prior to final approval, the communication / telecommunication provider(s) shall provide written confirmation that conditions 42 and 74 have been carried out to their satisfaction with a brief but complete statement indicating how each condition has been satisfied.

Notes to Draft Approval

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies referenced in these conditions to the Town of Collingwood, quoting file number: D1201122.
2. The draft plan of subdivision and associated conditions of draft plan approval may require revisions, to the satisfaction of the Town of Collingwood and/or any other authority with jurisdiction, to implement or integrate any recommendations from studies required as a condition of draft approval.
3. 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).
4. 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).
5. The Town of Collingwood requires all engineering drawings to be submitted in AutoCAD 14 format as well as hardcopies.
6. All measurements in subdivision final plans must be presented in metric units.
7. The following agencies have indicated they wish their concerns to be addressed, where appropriate, through the Subdivision Agreement: NVCA, Simcoe County, EPCOR, Enbridge, Canada Post, the School Boards and the Telecommunications Providers, a copy of the Agreement should be sent to them to expedite the clearance of the final plan.
8. That prior to any site alteration or development at this location or related off-site works, required permits, under Ontario Regulation 172/06 and the Conservation Authorities Act, will be obtained from the NVCA.
9. The Final Plan approved by the Town of Collingwood must be registered within 30 days or the Town may withdraw its approval under subsection 51(59) 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(31) of the Planning Act, R.S.O 1990, Chapter 13, as amended, this \_\_\_\_ day of \_\_\_\_\_, 2023.

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MAYOR

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CLERK