

**P2025-03 Appendix B: Updated Conditions of Draft Plan Approval (2025)**

**Project Name: Trails of Collingwood (Helen Court Homes Ltd.)**

**Applicant:** Helen Court Homes Ltd.  
**File No.:** D1202312, DC2006-41, D1203117, D1202421, and PLEDP2024338  
**Municipality:** Town of Collingwood  
**Subject Lands:** 391 High Street being Lot P, and Part of Lots N, R, S, T, V and X and Part of Cameron Street (Closed by By-law 93-2) and Part of Spruce Street (Closed by By-law 93-2), Registered Plan 263, Town of Collingwood, County of Simcoe

**Extension Date:** **TBD**  
**Lapse Date:** **TBD**

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

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**Conditions**

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**General**

1. This approval applies to the Draft Plan of Subdivision located on Lot P, and Part of Lots N, R, S, T, V and X and Part of Cameron Street (Closed by By-law 93-2) and Part of Spruce Street (Closed by By-law 93-2), Registered Plan 263, Town of Collingwood, County of Simcoe prepared by Global Architect Inc., dated August 2022 and showing a total of:
  - a) 34 Single detached residential lots (Lots 1 to 34)
  - b) 16 Semi detached residential lots (Lots 35 to 50)
  - c) 1 Block for apartment dwellings (Block 51)

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- d) 1 Block for townhouse dwellings (Block 52)
  - e) 1 Block for a soil containment berm (open space) (Block 53)
  - f) 1 Municipal regional stormwater management block (Block 54)
  - g) 1 Block for conveyance to the Town (Future Use) (e.g.; a portion of a future potential trail and/or maintenance access connection to Block 53) (Block 55)
  - h) 6 Blocks for 0.3 metre reserves (Blocks 56 to 61)
  - i) 1 Block for a swale and servicing corridor (Block 62)
  - j) 1 Block for a trail/access (Block 63)
  - k) Lands for future public streets are noted as Cameron Street Extension and Spruce Street Extension
2. 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 (Town), County of Simcoe (County), and School Boards.
3. The Owner shall agree to pursue all other applicable approvals and permits from agencies and other levels of government to the satisfaction of the Town and the authorities with jurisdiction.
4. 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.
5. 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.
6. The Owner shall agree, that prior to final approval, a copy of the proposed final plan is to be forwarded to the Town of Collingwood for review and comment.

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7. 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.
8. The Owner shall agree to engage a qualified professionals to certify in writing that the any works required in these conditions were constructed in accordance with the plans, reports and specifications, to satisfaction of the Town of Collingwood and any other authority with jurisdiction.
9. The Owner shall agree that, prior to final approval of any phase, the Owner shall demolish and remove any derelict buildings, structures, foundations and associated debris as may be required to the satisfaction of the Town of Collingwood.

### **Agreements**

10. 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. Any site alteration or the installation of any works that may be the subject of any agreements required by these conditions shall not be permitted prior to the execution of such agreements. Where any such work is 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, as amended.

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11. 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 circulated by the Owner to said agencies for their review and comment to expedite the clearance of the final plan.

### **Site Preparation**

12. 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.

13. The Owner shall agree to rough grade, topsoil, seed and maintain (free of stockpiles and debris) all park or trail blocks and other vacant lands within the subdivision to the satisfaction of the Town of Collingwood. These blocks 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.

### **Construction Management Plan**

14. Prior to site alteration, the Owner shall agree to submit and implement a Construction Management Plan prepared by a qualified professional, to the satisfaction of the Town of Collingwood and/or any other authority with jurisdiction and at the sole cost of the Owner. Further, the Owner shall agree to provide updates to the Town of Collingwood for the entire construction process through to issuance of the completion certificate. This plan shall include the following at a minimum:

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- 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) Construction traffic and haul route(s);
- f) Traffic protection plan for vehicular and pedestrian traffic in accordance with OTM Book 7;
- g) Material delivery loading areas, coordination and enforcement;
- h) Office space (construction trailer);
- i) Working hours;
- j) Debris (garbage);
- k) Noise and dust control;
- l) Importation and exportation of fill or surplus material;
- m) Site access and egress;
- n) 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;
- o) Impact mitigation plan for residents affected by off-site servicing; and
- p) 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;
- q) Site remediation as applicable.

The Owner agrees and acknowledges that, 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

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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.

### **Parkland**

15. The Owner agrees that Block 63 within the draft plan of subdivision will be conveyed to the Town of Collingwood for park purposes, in accordance with Town of Collingwood policies and Section 51.1 of the *Planning Act*, as amended, and in an environmental condition acceptable to the Town of Collingwood.

### **Traffic Impact Study**

16. Prior to final approval, the Owner shall carry out and implement the recommendations and requirements of the Traffic Impact Study prepared by R.J. Burnside & Associates Limited and dated June 2007 including any necessary updates and addenda or new reports incorporating Peer Review comments to the satisfaction of the Town of Collingwood, County of Simcoe and/or Ministry of Transportation as applicable.

### **Noise Assessment Study**

17. Prior to final approval, the Owner shall carry out and implement the recommendations and requirements of the Noise Feasibility Study, prepared by R. Bouwmeester & Associates, dated September 26, 2007, and any necessary updates and addenda incorporating Peer Review comments to the satisfaction of the Town of Collingwood, including noise mitigation measures including the provision of a standardized fence and landscaping treatment along High Street.

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18. The Owner shall agree to include warning clauses in agreements of purchase and sale for all affected lots, to the satisfaction of the Town, advising of potential adverse impacts that might arise from traffic noise. Further, the Owner shall agree that the aforementioned Notice provision be registered against title to the subdivision lands either by way of restrictive covenant or by way of the creation of a right in the nature of an easement for traffic related noise.

### **Municipal Addressing**

19. The Owner shall agree that a municipal addressing system will be assigned to the satisfaction of the Town of Collingwood with regard to 911 emergency servicing and to display the lot number and corresponding municipal address in a prominent location on each lot.

### **Architectural Control Guidelines**

20. Prior to final approval and prior to offering pre-sales or sales, the Owner shall submit Urban Design and Architectural Control Guidelines prepared by a qualified professional to the satisfaction of the Town of Collingwood. The Owner shall agree to carry out and implement the Urban Design and Architectural Control Guidelines and any updates or addenda, prior to the offering of models for sale or pre-sales. 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,

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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.

### **Residential Blocks**

21. The Owner agrees to complete, prior to development and/or submission of any site plan application, conceptual plans for multi-unit residential Blocks 51 and 52 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, depicts lotting and transportation patterning, and otherwise conform to the Town's Official Plan policies and Zoning By-law provisions, all to the satisfaction of the Town of Collingwood.

22. The Owner shall agree that development of residential blocks shall be accomplished in an integrated manner to the satisfaction of the Town of Collingwood in accordance with the submitted supporting studies and peer reviews referenced in these Conditions, including use of easements and/or additional land dedications, to ensure among other matters the following:

- a) appropriate servicing, vehicular, pedestrian and emergency access and connectivity; and,
- b) public accessibility to common amenity spaces, where they factor into the broader active transportation and/or parks system for the development.

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23. The Owner shall agree to design and configure any street townhouse dwelling units and associated driveways, should they ultimately be proposed, to maximize the potential for on-street parking, snow storage on adjacent streets and appropriate rear yard access, to the satisfaction of the Town of Collingwood.
24. The Owner shall agree to include advisory or warning clauses, to the satisfaction of the Town of Collingwood, in any future condominium documentation, including Declarations registered for projects under Section 2 of the *Condominium Act* and all associated Agreements of Purchase and Sale or Lease for the dwelling units within developments, advising prospective purchasers and/or residents of the ownership framework of Condominium developments, and costs associated with the long-term maintenance and repair of privately owned infrastructure and common elements.
25. The Owner shall agree, to the satisfaction of the Town of Collingwood, that any future development proposals where condominium arrangements are involved shall be required to supply the Board of each Condominium Corporation a Common Elements infrastructure turnover and commissioning package including, but not limited to, all final approved plans for the development, all revised designs, inspection reports, final "as-built" drawings with stamped engineer approvals, video inspection records, etc. together with information about the ongoing maintenance and operation needs of the privately owned infrastructure and common elements.

### **Species at Risk**

26. Prior to site alteration, the Owner shall agree to submit, an Environmental Impact Study for the subject lands, scoped at a minimum, to address the potential for the Species at Risk habitat, to the satisfaction of the Town of Collingwood and any Provincial Ministry with jurisdiction.

### **External Works**

The Owner shall agree to complete, prior to the approval of the relevant phase, or

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timing as otherwise determined to be appropriate, to the satisfaction of the Town of Collingwood or other authority with jurisdiction, at the Owner's expense, any required external works including the following:

- a) construct a southbound left turn lane at the entrance to Cameron Street, if the Town of Collingwood has not initiated the High Street Widening Development Charge project, or as recommended in the final Traffic Impact Study; and

any other improvements stipulated and in accordance with the reports, addenda, updates or technical plans submitted.

### **Water and Wastewater Capacity Allocation**

27. The Owner acknowledges and agrees that 184 Single Dwelling Unit equivalents (SDUs) of municipal water and 184 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 provided by WMI & Associates Limited, dated January 17, 2025. While the Town of Collingwood commits to allocate said SDUs for this development, the timing of allocation shall be determined by the Town of Collingwood at its sole and absolute. 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.

28. The Owner acknowledges and agrees that prior to final approval and registration of all or part of the draft plan of subdivision, 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 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 at its sole discretion. Building permits will not be issued until the Town of Collingwood is satisfied that

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adequate water, including for firefighting operations, and wastewater services are available to the lands and emergency services are available.

29. The Owner shall agree that building permits will not be issued until the Town of Collingwood is satisfied that adequate water, sewers, utilities and road infrastructure is in place and functional for the lands, except that building permits may be issued for “dry” model homes upon terms and conditions established by the Town of Collingwood.

30. The Owner shall agree that no pre-sales of residential units in this draft plan of subdivision 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 Wastewater Treatment Plant to adequately service the development.

### **Phasing**

31. The Owner shall agree that the subdivision is required to be registered in phases to the satisfaction of the Town of Collingwood in accordance with the Phasing Plan dated August 3, 2022 as prepared by Colin Travis and Associates Inc., Helen Court Homes Limited, and WMI & Associates Limited, to address a variety of matters including, but not limited to, servicing capacity allocation, staging of services, provision of public facilities, construction access for multi-phased developments, and the interrelationship of the proposed development to future phases, with the final approval of subsequent phases generally not occurring until building permits have been issued for previous phases.

### **Infrastructure Plans**

32. Prior to final approval, the Owner shall agree to submit detailed reports, plans, and drawings, prepared by a professional engineer, addressing stormwater management, road construction, construction mitigation, and municipal water and

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sewer services, including but not limited to a Stormwater Management Report, Functional Servicing Report, and Construction Management Plan to the satisfaction of the Town of Collingwood.

The Owner shall agree to carry out or cause to be carried out the recommendations and measures contained within the detailed plans, reports, addenda, updates or technical plans submitted and accepted to the satisfaction of the Town, Nottawasaga Valley Conservation Authority, or other applicable authority. Implementation may be prior to final approval, addressed in the subdivision agreement, by amendment to the draft plan, or applied through the appropriate development tools as acceptable to the Town of Collingwood and any other authority with jurisdiction.

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:

- a) A Form 1 – Record of Watermains Authorized as a Future Authorization completed and signed by a Professional Engineer;
- b) 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;
- c) 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,
- d) 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).

33. The Owner shall agree, to the satisfaction of the Town, that all services and utilities to service the proposed development, unless otherwise approved by the Town of

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Collingwood, shall be contained within road allowances on the plan.

### **Water Distribution System, Design and Modelling**

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. 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.

### **Roads**

35. The Owner shall agree that any future private condominium roads internal to the draft plan of subdivision shall be built to any applicable private road standards and named to the satisfaction of the Town of Collingwood with regard to 911 emergency servicing. The Town will, at minimum, require an easement over condominium roads to access applicable in-ground services.

36. Prior to final approval, the Owner shall carry out and implement a Traffic Calming Study(ies) to the satisfaction of the Town of Collingwood, with reference to the Town's Traffic Calming Policy (June 8<sup>th</sup>, 2021) as amended or succeeded.

37. The Owner shall agree that any roads internal to the draft plan of subdivision intended to be conveyed as public roads shall be designed, constructed, named and addressed to the satisfaction of the Town of Collingwood and any other authority with jurisdiction including, but not limited to, curb and gutter, hot asphalt, granular, traffic calming, storm sewers, sanitary sewer, watermain, subdrains, sidewalks, trails, bicycle facilities, street lights, traffic signs, driveway approaches, sodded boulevards, boulevard trees and landscaping. .

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38. The Owner shall agree that the temporary turning circle/temporary cul-de-sac for the Cameron Street Extension is to be constructed with a minimum turning radius of 13 metres. The property required to construct the temporary turning circle will be dedicated to the Town and will be shown as a Block on the final M-Plan and will be held by the Town of Collingwood until the roadway is extended.
39. The Owner shall agree that the road allowances shown as Cameron Street Extension and Spruce Street Extension on the draft plan, shall be constructed, dedicated as public highways, and named to the satisfaction of the Town of Collingwood. Dedication shall also include Block 55 which may be used as part of the Cameron Street Extension, as part of a future trail, and/or maintenance connection to Block 53 or for the development of adjacent lands to the satisfaction of the Town of Collingwood.
40. The Owner shall agree that prior to final plan approval for the first phase of the development, the Owner must proceed through the Town's land sales process to acquire all of the closed road allowances within the draft plan area previously intended as the locations of Cameron Street and Spruce Street extensions.

### **Sidewalks and Trails**

41. The Owner shall agree to provide public walkways (e.g. Block 63), sidewalks, and/or trails to the satisfaction of the Town of Collingwood as required.
42. The Owner shall agree to design and complete the necessary improvements for a trail extending from the Underwood Creek Trail on Block 54 south across Block 63 to Cameron Street Extension to the satisfaction of Town of Collingwood and any other authority with jurisdiction.

### **Easements and Dedications**

43. The Owner shall agree that such easements and land dedications as may be required for access, drainage, servicing, stormwater management, utilities and

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construction purposes shall be designed to the satisfaction of, and gratuitously 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.

44. The Owner shall agree that the 0.3 metre reserves shown as Blocks 56 to 61 shall be deeded to the Town of Collingwood.
45. The Owner shall agree that any dead end and open sides of road allowances created by this draft plan shall be terminated in 0.3 metre reserves to be conveyed to the Town of Collingwood, to the satisfaction of the Town.
46. The Owner shall agree that all dedications of land to the Town of Collingwood shall be at no cost to the municipality and the land shall be deeded in fee simple and that the timing of land dedications and easements shall be at the Town of Collingwood's option, and the Town of Collingwood may require the Owner to make such land dedication as part of the Town of Collingwood's inhibiting order arising from final registration. The dedication and timing of same is to be to the satisfaction of the Town of Collingwood.
47. 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 watermains by the Town of Collingwood.
48. The Owner agrees to update the Phasing Plan required in Condition 31 prior to final approval of any phase of the Plan of Subdivision to the satisfaction of the Town to facilitate the conveyances of Blocks 53, 54, 55, 56 to 61, 62, and 63, if needed.

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### **Storm and Sanitary Sewers**

49. 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 and any other authority with jurisdiction.

50. 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.

### **Tree Preservation Plan**

51. Prior to any site alteration, the Owner shall provide a Tree Preservation and Rehabilitation/Replanting Plan to the satisfaction of the Town of Collingwood and Nottawasaga Conservation Authority (NVCA), covering at minimum, 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 and/or infrastructure installation. Subsequent development phases shall also require an updated Tree Preservation and Rehabilitation/Replanting Plan or addendums to the satisfaction of the Town and NVCA. The Plans shall be consistent with any and all applicable recommendations of the reports required to be prepared in these Conditions.

52. The Owner shall agree, prior to any tree removal or site alteration, to submit an Application to Destroy Trees as per Town By-law 2012-084 By-Law to Prohibit and Regulate the Destruction or Injury of Trees in the Town of Collingwood, as amended periodically and if required.

### **Landscaping and Streetscaping**

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53. Prior to final approval, the Owner shall submit and agree to implement a Landscape/Streetscape and Buffer Landscape/Screening Plan(s) to the satisfaction of the Town of Collingwood and the NVCA. The Plans are to include provisions regarding planting, maintenance, upkeep and necessary plant replacement and will coordinate with the stormwater management documentation required in Condition 57. The Streetscape Landscape Plan shall be in accordance with applicable standards, guidelines or regulations from any authority with jurisdiction including conformity 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 and naturalized landscaping for the stormwater management pond on Block 54.

### **Stormwater Management**

54. The Owner shall agree to accommodate all existing drainage within and external to the subject plan according to the applicable standards, guidelines or regulations from any authority with jurisdiction and to the satisfaction of the Town of Collingwood and the NVCA. 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.

55. The Owner shall agree to prepare a suitable grading plan detailing external and/or onsite improvements to the satisfaction of the Town of Collingwood and in accordance with any applicable Town Engineering Development Standards that will provide alternative engineered grading and drainage solutions that do not create negative impacts to the adjacent lands including but not limited to causing standing water to collect on private property and mitigation of any overlook impacts. Any agreement between the Owner and the adjacent property owners to facilitate the grading solution shall be made available to the Town for review prior to execution but shall be a private agreement to which the Town is not a Party.

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56. The Owner shall agree in wording acceptable to the Town of Collingwood, in consultation with the Nottawasaga Valley Conservation Authority 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.

57. Prior to final approval or any site alteration, the Owner shall submit the following materials, prepared by a qualified professional(s), to the satisfaction of the Town of Collingwood, in consultation with the NVCA, and implemented through the Subdivision Agreement or other development tools including the timing of works:

- a) A Stormwater Management Report;
- b) An Erosion and Sedimentation Control Plan;
- c) A Grading Plan;
- d) An Enhancement and Landscaping Plan for the stormwater management facility and stream corridors and adjacent lands using native tree and shrub species;
- e) A Hydrogeological Report;
- f) A Geotechnical Report including a soil stability analysis within the wetland area;
- g) A Monitoring and Mitigation Plan for construction and post construction; and
- h) A detailed/final Functional Servicing Report.

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58. The Owner shall agree that the draft approved plan of subdivision be revised, if necessary, in order to meet the requirements of the plans, reports, addenda, updates or technical plans submitted and accepted by the Town, Nottawasaga Valley Conservation Authority, or other applicable authority, including providing for a larger stormwater pond block to the satisfaction of the Nottawasaga Valley Conservation Authority and the Town of Collingwood.
59. The Owner agrees to be responsible for carrying out the works recommended in the documentation described in Condition 57 to the satisfaction of the Town of Collingwood and the NVCA. Without limiting the general or specific requirements of the referenced reports, prior to site alteration, 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 to the satisfaction of the Town of Collingwood and the NVCA and any safety devices, if required, will be provided by the Owner at the sole and unfettered direction of the Town.
60. The Owner agrees to construct at its expense and to the specifications outlined by the Town, a regional stormwater pond on Block 54 in a naturalized and unfenced condition.
61. The Owner shall agree that Block 54 shall be dedicated to the Town of Collingwood and designed and constructed at the Owner's expense for stormwater management, which shall include portions for open space and trail purposes and be landscaped with native trees and shrubs, in a naturalized and environmental condition to the satisfaction of the Town of Collingwood, in consultation with the Nottawasaga Valley Conservation Authority.

### **Advance Timing Financial Agreement**

62. If an early payment agreement(s) under the *Development Charges Act* or other advanced timing agreement(s) under the applicable legislation is deemed to be

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required and beneficial to the Town of Collingwood, the Owner shall agree to enter into such an agreement to the satisfaction of the Town, with respect to design and construction of:

a) the regional stormwater facility.

This agreement(s) may deal with matters including, but not limited to the following, engineering standards, professional services, scope of work, best efforts for cost recovery from benefiting landowners, Development Charge credits, securities, recovery for front-ended works, and land use planning matters. This agreement(s) shall be registered on title. Alternatively, the Owner may prepare and enter into a private proportional cost-sharing agreement(s) with surrounding landowners for the installation of the regional stormwater facility, including a calculation of shared costs attributable to surrounding property owners. If such private agreement(s) is pursued, the Owner agrees that the Town will not be a party, will not be involved in the negotiations, and will be held harmless in any legal matters that arise in the relation to the private cost sharing arrangements/agreements.

### **Nottawasaga Valley Conservation Authority (NVCA)**

63. Prior to final approval or to any site alteration, the Nottawasaga Valley Conservation Authority shall be notified by the Owner 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)).

### **Fencing**

64. The Owner shall agree to provide fencing where required, including, but not limited to, interfaces between residential lots and existing Town-owned lands or lands to be conveyed to the Town of Collingwood such as park lands, open space, walkways, stormwater ponds and interfaces between residential lots and municipal roads where visual or acoustic fencing/barriers may be required, including along High Street, to the satisfaction of the Town of Collingwood in consultation with the NVCA.

**Zoning**

65. Prior to final approval, the Owner shall demonstrate 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 NVCA, and the final plans shall comply with the zoning in effect.

**Third Party Utility Providers**

66. The Owner shall agree to co-ordinate the preparation and submission of a composite utility distribution plan, with consultation with the applicable utilities and communications service providers, that shows the locations of all utility infrastructure for the subdivision, as well as the timing and phasing of installation, to the satisfaction of the Town of Collingwood and any other authority having jurisdiction.

67. Prior to final approval, the Owner shall make arrangements for the relocation of any utilities required by the development of the subject lands, all to be undertaken at the expense of the Owner, to the satisfaction of applicable service providers and the Town of Collingwood.

**Canada Post**

68. The Owner shall provide Canada Post with two copies of the composite utility distribution plan required in Condition 66. Furthermore, that 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

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- 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; and,
  - d) outfitting the apartment block building(s) with a common lobby lock-box assembly with parcel compartments.

### **EPCOR**

69. Prior to final approval, the Owner shall 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.

### **Enbridge**

70. The Owner shall agree to the satisfaction of Enbridge Gas Distribution that:

- a) street are to be constructed in accordance with any composite utility distribution plans and approved by the Town of Collingwood and any other authority having jurisdiction;
- 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 streets are to be provided to Enbridge Gas Distribution, and the gas locations must be a minimum of 0.6 metres from the street line;
- d) any easement(s) are conveyed and any maintenance agreements are entered into with Enbridge Gas Distribution as deemed necessary; and

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- e) all of the natural gas distribution system will be installed within the condominium road blocks, where applicable.

### **Telecommunication Infrastructure**

71. The Owner must confirm, prior to final approval, that sufficient wire-line communication and/or telecommunication infrastructure is currently available within the proposed development to provide communication and/or 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 and/or telecommunication infrastructure. If the Owner elects not to pay for such connection to and/or extension of the existing communication and/or telecommunication infrastructure, the Owner shall be required to demonstrate to the municipality that sufficient alternate communication and/or telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication and/or telecommunication services for emergency management service (i.e. 911 Emergency Services).

72. The Owner shall agree to convey any easement(s) and maintenance agreements required by those CRTC-licensed telephone companies and broadcasting distribution companies intending to serve the Subdivision. The Owner further agrees to convey such easements at no cost to communications service providers. In the event of any conflict with existing communication / telecommunication facilities or easements, the Owner shall agree to be responsible for the relocation of such communication/telecommunication facilities or easements at their own costs.

### **Bell Canada**

73. The Owner shall agree to convey any easement(s) and maintenance agreements as deemed necessary by Bell Canada. The Owner further agrees to convey such easements at no cost to Bell Canada or any other applicable telecommunication

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provider. In the event of any conflict with existing communication and/or telecommunication facilities or easements, the Owner shall agree to be responsible for the relocation of such communication and/or telecommunication facilities or easements at their own costs.

### **Simcoe Muskoka Catholic District School Board**

74. The Owner shall agree in 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.

### **Simcoe County District School Board**

75. The Owner shall in wording to the satisfaction of the Simcoe County District School Board, to include in all offers of purchase and sale a statement that advises prospective purchasers that accommodation within a public school in the community is not guaranteed and students may be accommodated in temporary facilities; including but not limited to accommodation in a portable classroom, a "holding school", or in an alternate school within or outside of the community.

76. The Owner shall in wording to the satisfaction of the Simcoe County District School Board, to include in all offers of purchase and sale a statement advising prospective purchasers that if school buses are required within the Subdivision in accordance with Board Transportation policies, as may be amended from time to time, school bus pick up points will generally be located on the through street at a location as determined by the Simcoe County Student Transportation Consortium.

### **County of Simcoe**

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77. Prior to final approval, the Owner shall submit or agree to submit to the County of Simcoe detailed engineering drawings for the any proposed private condominium roads for the purpose of determining waste collection service eligibility.

78. The Owner shall acknowledge and agree that:

- 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; 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;
- b) 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). The Owner shall agree

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to include the following advisory clause in all future Site Plan, Condominium and/or other Agreements, the Declaration registered for the project under Section 2 of the *Condominium Act* and within all Agreements of Purchase and Sale or Lease for the townhouse units within this development, and for the residential units within all apartment buildings, to the satisfaction of the County of Simcoe:

*“The County of Simcoe is not obligated to provide curbside waste collection services to residential dwelling units with vehicular access from private condominium roads, or to multi-unit residential buildings, in accordance with the County of Simcoe’s Multi-Residential and Private Road Waste Collection Policy and Waste Collection Design Standards. This residential condominium development has not been designed to meet the requirements of the County of Simcoe’s Waste Collection Design Standards. It will be the responsibility of the Condominium Corporation(s) and apartment building owners to arrange for waste collection services for these residential dwelling units through a private contractor, to be paid for by the Condominium Corporation(s) and apartment building owners.”*

- c) The County is not required to provide waste collection service to the municipal roads until such time as the municipality assumes the roads. The County may, however, commence waste collection services on a municipal road once some level of residency begins and prior to the municipality assuming a 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.
- d) The County is not required to provide waste collection services along unassumed roads until such time they are assumed by the municipality. The County may, however, commence waste collection services on a municipal road once some level of residency begins and prior to the municipality assuming a road, subject to

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a request being made and regular access being available on the road. This may require temporary turnarounds to be constructed to the satisfaction of the County of Simcoe depending on the phasing of the development. 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 will be responsible for providing waste collection services until such time as the County has confirmed that the access restriction has been satisfactorily remedied.

79. The Owner shall agree that development charges be paid in accordance with the current County of Simcoe Development Charges By-law and policies in effect at the time of Building Permit issuance.

### **Archaeological Assessment**

80. Prior to site alteration, 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 with jurisdiction confirming that all archaeological resource concerns have met licensing and resource conservation requirements.

81. The Owner shall ensure, prior to final approval of any phase, that the Town of Collingwood receives written confirmation from the appropriate Provincial agency that the Archaeological Assessment as prepared has been filed with and received by the said agency.

82. The Owner shall confirm, to the satisfaction of the Town, that the Wendake – Nation-Huronne-Wendat has been circulated the archaeological assessment for review and comment.

### **Site Remediation -General**

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83. That the Owner shall agree to implement the Remediation Plan and subsequent amending or supplementary documentation as may be required to meet the Ministry of Environment, Conservation and Parks (MECP) process and standards for residential property use in accordance with Ontario Regulation 153/04, and other applicable regulations, to the satisfaction of the Town of Collingwood, including further peer review at the Owner's expense as may be necessary.

### **84. Remediation Plan**

For the purposes of the site remediation conditions, the Remediation Plan consists of the following:

- a) the Terraprobe Remediation Plan dated April 13, 2018 entitled "Summary of Site Remediation Plan – Trails of Collingwood, High Street & Telfer Road, Collingwood, Ontario";
- b) all associated Terraprobe supporting materials and responses to Town of Collingwood review comments, as documented in Environmental Peer Review comments by Gregory Brooks, GHD Limited, dated November 25, 2020 entitled, "Status Update on Environmental Peer Review -November 2020 Trails of Collingwood Remediation Plan"; and
- c) any subsequent information, amending or supplementary information submitted as part of the review of the Remediation Plan by MECP and/or any subsequent peer review,  
all to the satisfaction of the Town of Collingwood.

### **Remediation Documents**

85. A Record of Site Condition, approved by the MECP, is required for the development lands prior to the issuance of any building permits to the satisfaction of the Town of Collingwood.

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86. A Risk Assessment, Certification of Property Use and Record of Site Condition, approved by the MECP, are required to the satisfaction of the Town of Collingwood prior to the conveyance of Block 53 to the Town.

### **87. Soil Containment Berm Conveyance**

That Block 53 shall be conveyed to the Town of Collingwood, appropriately landscaped for open space purposes, subsequent to receipt and conformity with the Risk Assessment, Certificate of Property Use and Record of Site Condition documents, as approved by the MECP, and subsequent to the completion of and acceptance of a two-year monitoring period, at the cost of the Owner, confirming that contaminants are stable within the soil containment berm and are not migrating off the area at concentrations higher than MECP standards, all to the satisfaction of the Town.

### **88. Soil Containment Berm Access Easement**

That the Owner shall agree in the subdivision agreement, that an easement for access to the soil containment berm on Block 53 shall be designed to the satisfaction of, and granted to the Town of Collingwood, and any other appropriate agencies or authorities, to the satisfaction of the Town and all appropriate agencies or authorities.

### **89. Site Remediation Securities**

The Owner agrees to provide securities to ensure that remediation being undertaken for each phase is completed for the affected lands and that the soil containment berm can be completed, monitored, and conveyed to the Town of Collingwood with required documentation to the satisfaction of the Town.

### **90. Post Conveyance Obligations**

Should the need for post conveyance obligations, including but not limited to monitoring, inspecting, maintaining, implementing health and safety plans, or otherwise actively managing the berm or any part of Block 53, be identified by the MECP, peer reviewer, and/or the Town of Collingwood, the Owner agrees to provide

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securities for such obligations to the satisfaction of the Town, for a period not to exceed 8 years after conveyance of Block 53 to the Town.

### **Clearances for Registration**

91. Prior to the Town of Collingwood authorize any Subdivision or other Agreement required to implement these conditions and/or final approval of any phase, the Town, will be advised by the Owner in writing and with supporting documentation regarding how all of the conditions of draft approval have been satisfied or will be satisfied.
92. Prior to final approval, clearance is required from the applicable Town of Collingwood Departments in writing regarding how Conditions 2 - 62, 64 – 67, and 80-90, and have been satisfied.
93. Prior to final approval clearance is required in writing from the Nottawasaga Valley Conservation Authority (NVCA) regarding how conditions 51, 53, 54, 58, 59, and 63 have been satisfied.
94. Prior to final approval, clearance is required in writing from Canada Post regarding how condition 68 has been satisfied.
95. Prior to final approval, clearance is required in writing from EPCOR regarding how condition 69 has been satisfied.
96. Prior to final approval, clearance is required in writing from Enbridge Gas Distribution regarding how condition 70 has been satisfied.
97. Prior to final approval, clearance is required in writing from any applicable telecommunications provider regarding how condition 71 and 72 has been satisfied.

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98. Prior to final approval, clearance is required in writing from Bell Canada regarding how condition 73 has been satisfied.
99. Prior to final approval clearance is required in writing from the Simcoe Muskoka Catholic District School Board regarding how condition 74 has been satisfied.
100. Prior to final approval, clearance is required in writing, from the Simcoe County District School Board regarding how conditions 75 and 76 have been satisfied.
101. Prior to final approval clearance is required in writing from the County of Simcoe regarding how conditions 77, 78, and 79 have been satisfied.
102. Prior to final approval clearance is required in writing from the Ministry with jurisdiction regarding how conditions 80 and 81 have been satisfied.
103. Prior to final approval clearance is required in writing from the Wendake – Nation-Huronne-Wendat regarding how condition 82 have been satisfied.

### **Lapsing of Approval**

The draft plan approval will lapse on **XX, 202X**. If final approval is not given to this plan within the draft approval time period above, the draft approval will lapse under section 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 four (4) months prior to the lapsing date.

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### 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: PLEDP2024338.
2. It is noted that, 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. Section 144 of the *Land Titles Act* and subsection 78(10) of the *Registry Act*.
  - a. 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).
  - b. 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).
4. The Town of Collingwood requires all engineering drawings to be submitted in AutoCAD format as well as hardcopies.
5. All measurements in subdivision final plans must be presented in metric units.
6. 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.