



Staff Report

Planning & Development Services – Planning Division

Report To: Council Meeting
Meeting Date: April 2, 2024
Report Number: PDS.24.054
Title: Recommendation Report – P3358 Conditions of Approval for Draft Plan of Vacant Land Condominium 516681 7th Line (DunnCap) County File 42CDM-2023-095
Prepared by: Adam Farr, Senior Planner

A. Recommendations

THAT Council receive Staff Report PDS.24.054, entitled “Recommendation Report – P3358 Updated Conditions of Approval for Draft Plan of Vacant Land Condominium 516681 7th Line (DunnCap) County File 42CDM-2023-05”;

AND THAT further to additional staff review of Staff Report PDS.24.046 Recommendation Report - P3358 Conditions of Approval for Draft Plan of Vacant Land Condominium 516681 7th Line (DunnCap) County File 42CDM-2023-05 that was presented to Committee of the Whole on March 19 2024 Council approve updated conditions of approval as described in Attachment 1 to this report PDS.24.054.

B. Overview

This report provides a response to the [DunnCap Delegation](#) and [Staff Report PDS.24.046](#) related to the proposed Georgian Bay Club Enclave development: Planning File P3358 Conditions of Approval for Draft Plan of Vacant Land Condominium 516681 7th Line (DunnCap) County File 42CDM-2023-05. A recommendation to support Conditional Draft Plan Approval that was supported at the March 19 2024 meeting of the Committee of the Whole.

C. Background

On March 19 2024 staff presented Recommendation Report – P3358 Conditions of Approval for Draft Plan of Vacant Land Condominium 516681 7th Line (DunnCap) County File 42CDM-2023-095 for consideration by Committee of the Whole.

At the same meeting, the applicant provided correspondence and a deputation to Committee seeking a number of minor and some material changes to draft plan conditions. Staff have since met with the applicant to discuss the changes, and are proposing some minor revisions to the Draft Plan Conditions contained in the original Staff Report. It is noted that the proposed

revisions are minor in nature and do not alter the intended requirements of the Conditions. The revisions will provide additional clarity and certainty on how the conditions will be fulfilled prior to registration and new home construction.

D. Analysis

Correspondence from the applicant has identified four main issues, and a series of minor technical/administrative items that materially do not alter the existing conditions. Planning Staff can update Council as follows:

1. **Condition #10-** Clarification required as to the order of approvals for the Registration of the Plan and Removal of the Holding symbol. This modification provides clarity that the Draft Plan shall be registered first and that the Holding symbol removed second. This remains consistent with Town practices and does require modified wording in the condition.
2. **Condition #31-** There is concern that the requirement for a Traffic Impact Study is not necessary as one has already been completed for the file, and should changes to the Draft Plan be required (such as a new road design) and updated Traffic Study can be required through separate process. Town Staff acknowledge that a Traffic Study has been completed, but not yet reviewed and accepted in its entirety. The Condition is proposed to remain unchanged so that Town Staff have the ability to request additional information pending the final review of the Traffic Study. Should no further information be required, the condition can be deemed satisfied.
3. **Condition #50-** There is concern on the scope of the Urban Design Controls for the development. It is noted that the developer already has a high level of urban design controls through subdivision covenants, however in accordance with Official Plan policy the Town is seeking an understanding of Urban Design Guidelines for the project. The guidelines are not intended to require further Study, or to create a rigid checklist for development. The guidelines are intended to be flexible to understand the overall goals and objectives of the built form including the development of housing, landscaping, and streetscape. There is no change proposed to the original condition.
4. **Condition #44-** Condition 44 outlines the requirements for tree removal and tree compensation. It is noted that there are healthy mature trees located throughout the development site, and that there is intent to retain as many of these trees as possible. In those cases where trees are required to be removed, compensation planting will be required. The Town and County have worked together to develop this condition and recognize that there is no formal tree compensation policy in effect, however to maintain the intent and purpose of tree compensation the Town, County and Developer are working together for a site specific solution for this project that includes 2:1 compensation ratio, determination of what qualifies as a removed tree that requires compensation, and where new tree plantings will occur. Town Staff recommend that

Condition #44 remain unchanged and that the Town, County and Developer continue to work to develop a tree compensation plan at a 2:1 ratio.

5. **Minor technical/administrative edits-** These items have been reviewed and minor edits have been made to the Draft Plan Conditions that do not alter the original intent of the condition.

Based on the above commentary, Town Staff are satisfied that the limited modifications are appropriate for the proposed development, and do not alter that original intent and direction of the original Staff Report and opinions. Town staff will continue to work with the applicant through the clearance of these conditions, and to resolve outstanding matters throughout the process. Planning Staff therefore recommend that Council support Draft Plan Approval for this development subject to the updated conditions in Attachment #1 to this Staff Report. Subject to Council support, Town Staff can then forward the Draft Plan Conditions and support of Council to the County of Grey for final decision.

E. Strategic Priorities

1. Communication and Engagement

We will enhance communications and engagement between Town Staff, Town residents and stakeholders

3. Community

We will protect and enhance the community feel and the character of the Town, while ensuring the responsible use of resources and restoration of nature.

4. Quality of Life

We will foster a high quality of life for full-time and part-time residents of all ages and stages, while welcoming visitors.

F. Environmental Impacts

A number of Draft Plan Conditions have been added to ensure that environmental impacts are appropriately reviewed prior to development occurring on the lands.

G. Financial Impacts

The Planning Act allows for appeal for a non-decision in the case of a Draft Plan of Vacant Land Condominium after 120 days. This report has been advanced within that time frame to enable Council to render a decision within that time frame.

H. In Consultation With

This report was prepared in consultation with the Director of Planning and Development Services and the Manager of Planning.

I. Public Engagement

The topic of this Staff Report has been the subject of a Public Meeting which took place on January 29, 2024. Those who provided comments at the Public Meeting and/or Public Information Centre, including anyone who has asked to receive notice regarding this matter, has been provided notice of this Staff Report. Any comments regarding this report should be submitted to Adam Farr, planning@thebluemountains.ca

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J. Attached

1. Attachment 1 Proposed Draft Plan Conditions

Respectfully submitted,

Adam Farr,
Senior Planner

For more information, please contact:
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Report Approval Details

Document Title:	PDS.24.054 Recommendation Report - P3358 Updated Conditions of Approval for Draft Plan of Vacant Land Condo 516681 7th Line.docx
Attachments:	- PDS-24-054-Attachment-1.pdf
Final Approval Date:	Mar 22, 2024

This report and all of its attachments were approved and signed as outlined below:

Shawn Postma - Mar 22, 2024 - 10:00 AM

Adam Smith - Mar 22, 2024 - 3:00 PM

CONDITIONS OF APPROVAL DRAFT PLAN OF VACANT LAND CONDOMINIUM
CON 7 PART LOT 26 RP 16R3261 PART 1

This draft plan approval shall lapse on April 2, 2027. If final approval is not given to this plan within three (3) years of the draft approval date, and no extensions have been granted, draft approval shall lapse under Subsection 51(32) of the Planning Act, RSO 1990, as amended. If the owner wishes to request an extension to draft approval, a written explanation together with the applicable application fee and a resolution/letter of support from the local municipality must be submitted to the County of Grey, prior to the lapsing date. Please note that an updated review of the Plan and revisions to the conditions of approval may be necessary if an extension is to be granted.

	General Requirements	
1.	<p>Area of Approval</p> <p>That this approval applies to the proposed Plan of Vacant Land Condominium located on the subject property legally described as Concession 7, Part Lot 26 Registered Plan 16R3261 Part 1, Town of the Blue Mountains, County of Grey, dated August 1, 2023 prepared by Paul R. Thomsen of Zubek, Emo, Patten and Thomsen Ltd but currently unsigned and not certified by either the surveyor or owner showing the following:</p> <ul style="list-style-type: none"> • 22 single detached condominium lots (3.71 HA), • 2 Blocks <ul style="list-style-type: none"> ○ Open Space (0.51 HA), ○ Internal street consisting of Private Road (0.6 HA). • 3.0 m road widening 	
2.	<p>Required dating, sign off and certification of the plan of condominium</p> <p>That the Owner agrees that prior to the commencement of review of any submission after draft plan approval they will date and sign the draft plan of vacant land condominium and have the draft plan signed, dated and certified by a licensed surveyor.</p>	

<p>3.</p>	<p>Requirement to Enter into Condominium Agreement That the Owner agrees, prior to final approval, to enter into and execute a Vacant Land Condominium Agreement in accordance with these Draft Plan Conditions, to be registered on title, to satisfy all requirements, financial, servicing and otherwise, of the Town of The Blue Mountains including, but not limited to, landscaping and the installation of municipal services, and other requirements of the Town of The Blue Mountains (“the Town”) and the County of Grey (“the County”), as well as any statutory requirements of other government authorities, including the payment of all applicable Town and County development charges in accordance with the applicable Development Charges By-law.</p>	
<p>4.</p>	<p>Headings That the Owner agrees that the headings inserted in these draft plan conditions are inserted for convenience only and shall not be used as a means of interpreting these draft plan conditions.</p>	
<p>5.</p>	<p>Agreement and Approval Requirements That the Owner shall enter into development and other necessary agreements or obtain necessary approvals, satisfactory to the Town or any other appropriate authority before any development or site alteration within the plan including but not limited to filling, grading, removing trees and/or topsoil, installing any works, or constructing any buildings or structures. These Agreements may deal with matters including but not limited to the following:</p> <ul style="list-style-type: none"> i. Engineering works which include but are not limited to: <ul style="list-style-type: none"> a) Municipal water, sanitary sewer services; b) Professional services including preparation of reports, plans, inspections, certifications and approval; c) Drainage, stormwater management; d) Storm sewers and infiltration galleries; e) Road and intersection construction; f) Securities, cash contributions, development charges; 	

	<ul style="list-style-type: none"> vii. Emergency services; viii. Land dedications and easements, reserves; ix. Hydro, Street Lighting, Natural Gas and Telecommunication Utilities; x. Architectural Control; xi. Grading and sodding; xii. Fencing & Landscaping; xiii. Trails/walkways; xiv. Fire Break Plan, if required; xv. Construction Implementation and/or Mitigation Measures; xvi. Warning clauses, signed entry features and safety hoarding; xvii. Public notification, signage and minimum notice periods. xviii. Tree retention, protection, compensation, enhancement plantings, the details of which may indicated in correspondence from appropriate commenting agencies and/or departments. 	
<p>6.</p>	<p>Requirement to Complete Reports Studies etc. That the Owner agrees that where a condition of approval requires the preparation of a report, study, or plan, the Owner shall:</p> <ul style="list-style-type: none"> a) Carry out, or cause to be carried out, the study, report or plan, at the Owner's expense, prior to the registration of the Plan, except in those circumstances that may be specifically authorized by the approving agency(s). b) Carry out, or cause to be carried out, the recommendation(s) or work(s) prescribed in the approved study, report, or plan, prior to the registration of the plan, except in those circumstances that may be specifically authorized by the approving agency(s). 	
<p>7.</p>	<p>Peer Reviews for Studies Post Draft Plan Approval That the Owner agrees that the Town reserves the right to have any of the detailed reports and drawings peer reviewed by an appropriate third party professional at the Owner's expense, subsequent to draft approval. This may include, but not be limited to:</p>	

	<p>environmental impact study, urban design, architectural design, stormwater management, functional servicing report, comprehensive servicing analysis, tree inventory and protection plan, landscape plan and other studies as may be necessary. The Owner shall make payment for all peer review costs incurred by the Town prior to the execution of the Condominium Agreement.</p>	
8.	<p>Standard of Works and Requirement to Enter Agreements as Required by Town and County The Owner shall agree in the Condominium Agreement that all of the works required by the Town, the County, other government authorities and utility providers for the development and servicing of the lands shall be designed and installed in accordance with the Town’s Engineering Standards, and Provincial & Federal Guidelines & Standards, that are in effect at the date of execution of the Condominium Agreement to the satisfaction of the Town. Where compliance with Town Engineering Standards necessitates offsite works, (i.e. water distribution, sanitary sewer, or stormwater management system upgrades) the owner shall enter into agreements with the Town and/or the County to implement or enter into costs sharing agreements for the requisite offsite works, to the satisfaction of the Town.</p>	
9.	<p>Zoning in Effect That prior to final approval by the County, appropriate zoning is in effect for this proposed condominium that conforms to the County of Grey Official Plan and the Town of The Blue Mountains Official Plan.</p>	
10.	<p>Holding Provisions and Changes to Zoning By-law and Draft Plan Conditions The Owner acknowledges and agrees that:</p> <ul style="list-style-type: none"> • this Draft Approval applies to all lands described under Section 1 to these conditions; • the Owner shall not to request the removal of the Holding (H) Provision until such time that Holding provisions of the Zone as follows have been fulfilled in their entirety: <p>a) Execution of a Vacant Land Condominium Agreement.</p>	

	<ul style="list-style-type: none">b) Registration of a Plan of Vacant Land Condominium.c) Registration of a Condominium declaration demonstrating unit owner access to/over walkways and recreational facilities including but not limited to Condominium Corporation GSCC 105 and the Georgian Bay Club to the satisfaction of the Town of The Blue Mountains.d) Registration of easements to the satisfaction of the Town of the Blue Mountains, the County of Grey and Grey Sauble Conservation Authority over Condominium Corporation GSCC 105, Georgian Bay Golf Club lands and any other lands as required to: • establish access to a public street, • allow use of services and or easements over services, • secure conveyance to and use of stormwater facilities; and, • provide for any other easements as may be required.e) Confirmation and allocation of Municipal Water and Sanitary Sewage Treatment and conveyance capacity to the satisfaction of the Town of The Blue Mountains and the County of Grey.f) Demonstration that the receiving stormwater pond has sufficient capacity to receive flows from the subject lands, the outfall is appropriately designed, conveyance and storage is secured and all tenured appropriately to the satisfaction of the Town of The Blue Mountains, County of Grey, and Grey Sauble Conservation Authority.g) Submission of an addendum Environmental Impact Study and Tree Inventory and Protection Plan including compensation as required and landscaping plan and coordinated implementation plan to the satisfaction of the Town of The Blue Mountains, County of Grey and Niagara Escarpment Commission.	
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	<p>h) Prior to fulfillment of any of the Holding provisions confirmation is required from the Niagara Escarpment Commission that the subject zoning, any draft plan of subdivision/condominium and any development on these lands does not conflict with the Niagara Escarpment Plan;</p> <p>and that, in the event any of the Holding provisions cannot be met without requiring changes to the Zoning By-law and/or Draft Plan of Vacant Land Condominium and Conditions of Approval, the Owner agrees to file the necessary Planning Act applications subject to municipal and agency requirements at their expense and gain required approvals.</p>	
11.	<p>Niagara Escarpment Plan The Owner acknowledges and agrees that, prior to the fulfillment of any conditions, confirmation be provided from the Niagara Escarpment Commission that the subject zoning, any draft plan of subdivision/condominium and any development on these lands does not conflict with the Niagara Escarpment Plan to the satisfaction of the Town and County.</p>	
12.	<p>No Pre-sales Agreement The Owner acknowledges and agrees that they shall enter into a no pre-sales agreement which prevents pre-sales and not to offer lots/units for pre-sale pending submission and approval of a Tree Inventory and Protection Plan, Environmental Impact Study, landscape plan, and Stormwater Management Plan and confirmation that the subject zoning, any draft plan of subdivision/condominium and any development on these lands does not conflict with the Niagara Escarpment Plan to the satisfaction of the Niagara Escarpment Commission, County and Town.</p>	
	<p>Servicing Grading and Road Requirements</p>	
13.	<p>Comprehensive Servicing Analysis/Availability and Allocation of Services That the Owner agrees that prior to entering into a pre-servicing and/or condominium agreement a Comprehensive Servicing Analysis and Site Servicing Plan will be prepared and submitted to show how the</p>	

	Development intends to be fully serviced with municipal sewer and water from the Town's system to the satisfaction of the Town and subject to peer review as may be required at the applicant's expense.	
14.	<p>County Requirement re: availability and allocation of services</p> <p>That prior to final approval and registration of the Plan, the Town shall provide confirmation to the County that there is sufficient water and sanitary capacity available and allocated to service the entire plan of condominium, based on actual usage, as determined by the Town's monitoring of water flows and sanitary sewer flows to the satisfaction of the Town.</p>	
15.	<p>Save Harmless Provisions re: servicing</p> <p>The Owner shall agree in the Condominium Agreement that the Owner shall save harmless the Town and County from any claim or action as a result of water or sanitary sewer service not being available when anticipated.</p>	
16.	<p>Confirmation and Allocation of Water & Wastewater Treatment Plant and Conveyance Capacity</p> <p>The Owner acknowledges and agrees that this Draft Plan Approval does not constitute a commitment by the Town to provide servicing access to the Town's water or wastewater treatment plants or allocation of associated built capacity. Prior to execution of a Pre-Servicing Agreement and/or Condominium Agreement with the Town, sufficient water and sanitary sewer capacity shall be confirmed as available and allocated by the Town under prescribed terms and conditions and on a time limited basis as prescribed by and to the satisfaction of the Town and as agreed to in the Pre-servicing and/or Condominium Agreement.</p>	
17.	<p>Lot Frontage Area and Site Specific Info</p> <p>That the Owner agrees, prior to final approval, to provide lot frontage, area, and site specific information as necessary to ensure that all lots and blocks conform to the Zoning By-law.</p>	

18.	<p>Street Naming That the Owner agrees that all streets included in the plan of condominium shall be addressed and named to the satisfaction of the Town of The Blue Mountains with naming priority based on the approved Council list and shall be constructed to the Town or approved standards at the time of registration.</p>	
19.	<p>Condominium Agreement – Installations and Connections to Water/Wastewater Infrastructure That the Owner shall agree in the Condominium Agreement to provide for all necessary installations and connections to any existing municipal storm drainage, sanitary sewer collection and water servicing systems to service the proposed development, to the satisfaction of the Town.</p>	
20.	<p>Requirement re: Stormwater Management That the Owner agrees that prior to final approval:</p> <ul style="list-style-type: none"> • a final detailed Stormwater Management Report and • a detailed Grading Plan that addresses site conditions within the wetland areas <p>shall be prepared by the Owner to the satisfaction of the Grey Sauble Conservation Authority and the Town.</p>	
21.	<p>Detailed Engineering and Drainage Report re: Stormwater Management That prior to execution of a Pre-Servicing Agreement or Condominium Agreement, a detailed engineering and drainage report will be provided which describes the stormwater drainage system for the proposed development on the subject lands to the satisfaction of the Town. The Plan shall demonstrate how the drainage system will tie into the drainage of surrounding properties and how external drainage and site drainage is appropriately conveyed.</p>	
22.	<p>Ontario Building Code and Engineering Standards That the Condominium Agreement shall contain specific clauses related to the required Ontario Building Code / Engineering Standards, as applicable, of the Town and County of Grey including but not limited to the following:</p>	

	<p>i. The appropriate horizontal and vertical alignments of all roads, including their intersection geometrics, and underground services;</p> <p>ii. That suitable construction traffic routes are identified to the satisfaction of the Town and County of Grey; and,</p> <p>iii. The street lighting system on roadways be designed and constructed to the satisfaction of the Town. The Condominium Agreement shall also require that all external lighting, including street lighting, be dark-sky compliant.</p>	
23.	<p>Road Widening</p> <p>That the Condominium Agreement between the Owner and the Town provide for the dedication of a 3 metre 7th Line road widening (Block) to be conveyed to the Town without monetary consideration and free and clear of all encumbrances and that these lands be conveyed at the Town' s option, and the Town may require the Owner to make such dedication as part of the Town's inhibiting order arising from final registration. The dedication and the timing of same is to be to the satisfaction of the Town.</p>	
24.	<p>Public Land Conveyance</p> <p>That the Owner agrees to grant all easements or blocks as required, free and clear of any encumbrances, to the Town or other appropriate authority.</p>	
25.	<p>Easements</p> <p>The Owner acknowledges and agrees that confirmation of easements over adjacent condominium corporation GSCC 105 and the Georgian Bay Club are required as appropriate for all required infrastructure dependencies including but not limited to access to a public street, access over walkways and to facilities unless otherwise secured, conveyance of stormwater to storm pond and from stormwater pond to discharge, stormwater pond use, use, water and wastewater services their use and maintenance and shall be in place prior to entering a pre-servicing or condominium agreement to the satisfaction of the Town.</p>	

<p>26.</p>	<p>Temporary Works That the Owner agrees to construct all works, which must be considered temporary to facilitate the development of the subject property. These works may include, but are not limited to; emergency access, temporary cul-de-sacs, erosion protection, tree protection and stormwater facilities.</p>	
<p>27.</p>	<p>Retaining Walls That the Owner agrees that, unless otherwise shown on the approved engineering drawings, all retaining walls shall be constructed entirely on private property. The Owner further agrees to notify any purchaser and to register on title warning clauses advising purchaser that they are responsible for the cost and maintenance of the retaining walls and that they will require permits from both the Town any works related to the retaining walls.</p>	
<p>28.</p>	<p>Temporary Construction Access That the Owner agrees and acknowledges that a suitable temporary construction access road be provided to direct development construction activity away from Club Drive and that all required approvals be applied for from the Town and gained. This temporary access is subject to required permit approval and is to be constructed to the satisfaction of the Town. The Condominium Agreement will provide for the timing of the closure and decommissioning of this temporary road access.</p>	
<p>29.</p>	<p>Construction Fence and Tree Protection That the Owner agrees to install the temporary construction fence (along the perimeter of the development) and the required tree protection prior to commencing any on-site works. The details and the location of the temporary construction fencing and tree protection fencing shall be clearly shown on the approved Erosion and Sediment Protection drawing submitted to the Town as part of the engineering submission. It is the Town expectation that all temporary construction fencing and tree protection will be inspected and document by the Owner's Engineer on a weekly basis and that all deficiencies noted are repaired within a minimum 2 calendar days of the date of inspection and that such performance measures</p>	

	are available for review within 24 hours on request by the Town.	
30.	<p>Functional Servicing Report That the Owner agrees to complete the functional servicing report in accordance with approved terms of reference to the satisfaction of the Town.</p>	
31.	<p>Traffic Study That the Owner agrees to complete the Traffic Impact Study in accordance with approved terms of reference to the satisfaction of the Town.</p>	
32.	<p>Sediment, Erosion and Mud Tracking That the Owner agrees to have prepared by their Engineer and have implemented by their contractor an Erosion and Sediment Control Plan. This plan will address items such as, but not limited to, mud tracking prevention, temporary storm water management (Quantity and Quality), sediment control, erosion prevention, regular inspection and documentation by the Engineer, immediate repairs to deficiencies, tree preservation, temporary perimeter construction fencing and shall address all phases and stages of construction.</p> <p>It is the Town's expectation that the engineer shall, at a minimum, provide weekly inspection of the implemented design and, as required, recommend modification to the plan to suit the site condition and time of year. The monitoring by the Owner's Engineer shall continue through the home building stage of construction and shall only terminate once the site has been stabilized to the Towns satisfaction. All deficiencies noted during any inspection shall be recorded and rectified within two calendar days and be available and provided to the Town on request within 24 hours.</p> <p>That the Owner further agrees to stabilize all disturbed soil within 30 days of being disturbed, control all noxious weeds and maintain ground cover, to the satisfaction of Town.</p> <p>Through the condominium agreement and/or site alteration permit the Owner shall provide sufficient</p>	

	<p>securities to the satisfaction of the Town to ensure the maintenance of this plan including the required regular inspection by the Engineer.</p>	
33.	<p>Topsoil That the engineer shall submit a plan calculating the total amount of topsoil required for site restoration including all road, allowance, open space, storm water management blocks and lots plus 10% and shall identify stockpile location within the site complete with appropriate erosion and sediment control to satisfaction of the Town. It is the Towns expectation that all surplus debris and topsoil shall be removed from the site prior to the commencement of home construction.</p>	
34.	<p>0.3 m Reserves That the Owner agrees to provide 0.3 m reserves, as required where applicable by the Town.</p>	
35.	<p>Timing of Completion of Works That the Owner agrees that time is of the essence in the completion of site works as set out in the construction schedule and that failing completion of on or off site works in a timely manner as determined by the Town, securities may be drawn by the Town to complete or secure those works including but not limited to providing contractor payment from the project securities and that any amounts drawn from project securities for such implementation are to be replaced within 30 days.</p>	
36.	<p>Construction of Grading Drainage and Servicing That the Owner agrees to have, prepared and submitted, designed and constructed all grading, drainage and servicing to the satisfaction of Town.</p>	
37.	<p>Construction of Rough Grading That the Owner agrees to construct all rough grading and associated works, as deemed necessary by the Town and/or as indicated on the engineering drawings, prior to the issuance of any Building Permits.</p>	
38.	<p>Grading Plans That the Owner agrees that grading plans be prepared and submitted, as part of the detailed</p>	

	engineering submission, to the satisfaction of the Town.	
	Utilities	
39.	Composite Utility Plan The Owner, in consultation with the applicable utilities and Communications Service Providers and the Town, shall prepare an overall utility distribution plan that shows the locations of all utility infrastructure for the condominium, as well as the timing and phasing of the installation .	
40.	Relocation of Utilities That the Condominium Agreement include a clause requiring that the Owner agrees to relocate any existing utilities as a result of the subject development at the sole expense of the Owner.	
41.	Easements re: Utilities and Canada Post That the Owner shall grant all necessary easements and/or blocks and/or enter into agreement for drainage, utility and servicing purposes, including CRTC-licensed telephone and broadcasting distribution, as may be required, to the appropriate agency or public authority.	
	Vegetation, Fencing and Streetscape Requirements	
42.	Environmental Impact Study Addendum That the Owner agrees to submit responses to outstanding questions identified in the circulation process with regard to the Environmental Impact Study (Cambium) and gain final approval of the Environmental Impact Study also as required in concert with the requirement to demonstrate that the subject draft plan of condominium is not in conflict with the Niagara Escarpment Plan to the satisfaction of the Town, Niagara Escarpment Commission and the County.	
43.	Tree preservation, retention and protection plan That the Owner agrees to complete a tree preservation/retention/protection plan by a qualified professional, Environmental Consultant, Landscape Architect or Arborist which identifies existing trees and	

	<p>other vegetation and means of protection, restoration and enhancement, through appropriate plantings or other measures including edge management, to the satisfaction of Town and County. Recommendations from this report shall be implemented in the design and construction phases of the development. The Terms of Reference for this report must be approved by the Town and County prior to the report being prepared. The report must be submitted and approved prior to finalization of the Engineering Drawings. The report shall be approved prior to any on-site works being undertaken in accordance with an approved terms of reference to the satisfaction of the County, the Niagara Escarpment Commission and the Town.</p>	
<p>44.</p>	<p>Tree Compensation That the Owner agrees that any tree that cannot be retained through the tree preservation/retention/protection plan be compensated for through a tree replanting plan to the satisfaction of the County and Municipality and that all trees not retained by the tree retention plan must be replanted at a 2:1 compensation ratio to the satisfaction of the Town and the County. General landscape plantings for streetscape will not be considered compensation.</p>	
<p>45.</p>	<p>Edge Management Plan The owner agrees to have prepared by a qualified ecologist and submitted to the Town for approval, prior to any on-site works being undertaken, an Edge Management Plan as noted in condition 43 above in coordination with the Environmental Impact Study, Tree Inventory and Protection Plan, Landscape Analysis and Landscape Plan, which shall address the development limit of the subject area, mitigative works and to identify and specify approaches for restoration/enhancement of open lands, retained woodlands/treed areas, the Open Space block and adjacent lands. The Edge Management Plan shall also address removal of hazard trees within these areas and identify opportunities for enhancement plantings to be coordinated with the landscape plan for implementation in the design and construction phases of development. The Edge Management Plan shall be approved to the</p>	

	satisfaction of the Town, County and Niagara Escarpment Commission.	
46.	<p>Snow Storage</p> <p>That the Owner agrees to provide designated snow storage locations and create associated provisions for same as common elements of the condominium plan and/or address related matters as required to the satisfaction of the Town.</p>	
47.	<p>Landscape Plan</p> <p>That the Owner agrees to provide a landscape plan to the satisfaction of the Town, County and Niagara Escarpment Commission prior to final approval.</p>	
48.	<p>Coordination of Landscape Analysis, Landscape Plan, Environmental Impact Study, and Tree Inventory and Protection Plan and Landscape Plan</p> <p>That the Owner agrees that the preparation of Landscape Analysis, Landscape Plan, Environmental Impact Study, and Tree Inventory and Protection Plan and Landscape Plan submissions and their implementation will be coordinated and that a document be prepared summarizing the interrelationship of these documents, their purpose and effect and implementation within the subject lands to the satisfaction of the Town, County, and Niagara Escarpment Commission.</p>	
49.	<p>Restrictive Covenant re: Landscape Strip, Tree retention and Enhancement plantings</p> <p>That prior to final approval, the Owner agrees to register a restrictive covenant on title on all lots including landscape strip enhancement plantings and tree retention for the purposes of ensuring that existing and/or enhancement vegetation is retained to the satisfaction of the Town.</p>	
50.	<p>Urban Design Guidelines</p> <p>That the Owner agrees to provide Urban Design Guidelines prepared by a qualified Architect/Landscape Architect prior to registration and to the satisfaction of Town.</p>	

51.	<p>Native Plant Species That the Owner agrees to provide for Saugeen Ojibway Nation the native plant species list to be used for revegetation and habitat enhancement, for review and modification if necessary to the satisfaction of the Saugeen Ojibway Nation.</p>	
	<p>Park and Open Space Requirements</p>	
52.	<p>Cash In Lieu That the Owner agrees to provide cash-in-lieu of parkland at a rate of five per cent of the total development area pursuant to the requirements of the Planning Act based on appraisal of the subject lands to the satisfaction of the Town.</p>	
53.	<p>7th Line Trail That the Owner shall provide a cash contribution to the costs of trail construction of the 7th Line trail to the satisfaction of the Town.</p>	
54.	<p>Walkway and Facility Access That the Owner shall provide confirmation by way of the draft condominium plan, declaration and any required easements that unit owners of the subject condominium lots are required to be members of the Golf Course and also that they have access to walkways and facilities throughout the adjacent condominium and golf course lands.</p>	
55.	<p>Open Space Buffer That the Owner agrees the Open Space lands on the subject lands shall be held in the Open Space Zone and that building shall not be permitted in this designation, trees shall be retained and enhanced in accordance with associated approved recommendations of the Tree Inventory and Protection Plan, Landscape Plan, Landscape Analysis and any addenda to the Environmental Impact Study and that the lands do not constitute an exemption for the purposes of calculating cash in lieu.</p>	
	<p>Miscellaneous</p>	
56.	<p>Architectural Control Guidelines: That the Owner agrees, to provide Architectural Control Guidelines prepared by a qualified Architect.</p>	

<p>57.</p>	<p>Development Communications Plan That prior to execution of any Condominium Agreement, the Owner shall submit a Development Communications Plan for review and approval by the Town. The Development Communications Plan shall inform the Town and area residents of Significant Site activities and include:</p> <ul style="list-style-type: none"> i. Installation of a Project Notification Sign, 1.2 m x 2.4 m minimum, to Town template, at each construction access to the Lands and visually obvious to the public, at least two (2) weeks before the construction start date, and maintained for full duration of construction. ii. Notification of the construction project to property owners as deemed appropriate in consultation with Development Engineering via hand/mail delivery. iii. Schedules of intended site activities updated routinely. (typically, weekly to bi-weekly). iv. A minimum of two (2) weeks' notice following Town approval and prior to commencement of: <ul style="list-style-type: none"> a. Significant site activities including such as site alteration works as tree clearing & grubbing, commencement of site servicing/grading, placement of asphalt, concrete curbs and sidewalk, and landscaping, and/or b. Off-site works on Town Owned Lands/Roads following receipt of a Municipal Land Use Permit (MLUP). 	
<p>58.</p>	<p>Archaeology That prior to final approval and registration, the Owner shall obtain a letter from the Ministry of Heritage, Sport, Tourism and Culture Industries, that the Archaeological Assessment has been entered into the Ontario Public Register of Archaeological Reports.</p>	

59.	<p>Warning Clauses: That the Owner agrees to include in the Condominium Agreement Notice and Warning Clauses to be added to all pre-sales contracts and purchase and sale agreements as follows and advise in pre-sales packages and marketing information:</p> <p>Golf Course Owners and prospective purchasers shall be advised that they have purchased a development in proximity to a Golf Course and may be subject to related impacts of golf course operations.</p> <p>Acceptance of Infrastructure Owners and prospective purchasers shall be advised that surface and subsurface infrastructure i.e roads, sidewalks, streetlights, stormwater and drainage infrastructure including but not limited to pipes, ponds, conveyance, water and wastewater infrastructure is owned as a common element of the condominium and the maintenance and management of this and any other privately owned infrastructure is the responsibility solely of the subject condominium corporation and/or by agreement with the any other condominium corporation or entity with shared ownership responsibility.</p> <p>Model homes Owners and prospective purchasers shall be advised that model homes may be permitted on the subject lands and that the location and term of operation during which model homes are in operation may be prolonged and that during the term of operation they operate, in part, as sales centres during which higher volumes of traffic and other similar operating characteristics can be expected.</p> <p>Active Construction Owners and prospective purchasers shall be advised that the construction activity within the subject lands may be ongoing until all lots have been developed and that the duration of construction is unknown and any construction is subject to the Development Communications Plan agreed to by the Developer.</p>	
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	<p>On-lot Landscape Strips/Buffers/Retained Trees Owners and prospective purchasers shall be advised that on-lot retained, replanted and enhancement vegetation as set out in the Landscaping Plan is the subject of an agreement with the Town and therefore protected under the terms of the Tree Protection By-law, portions of the vegetative buffer are designated as a landscape strip under the Zoning By-law in which no development is permitted and trees are to be retained, and that a restrictive covenant is applied to these lands addressing tree retention.</p> <p>Open Space Block Owners and prospective purchasers of lands adjacent to designated Open Space Block shall be provided with information regarding the function of this block as both a required buffer to the golf course and an ecological buffer to Butternuts along with information on the endangered status of this species.</p> <p>Water and Wastewater Treatment and Conveyance System Capacity Owners and prospective purchasers shall be advised that, until confirmed, servicing the subject lands is dependent upon confirmation of availability and allocation of water and wastewater system capacity.</p> <p>Impervious Development Area Owners and prospective purchasers shall be advised of potential maximum on-lot developable impervious surface area limits of 370 m² unless otherwise revised through required approvals.</p>	
60.	<p>Sales Office Posted Information That the Owner shall agree in the Condominium Agreement, prior to offering any of the residential lots for purchase, to place a 'Display Map' on the wall of the sales office in a place visible to the public, which indicates the approved location of all sidewalks, walkways, trails, community mailboxes, parks, schools, open space areas, environmental protection areas/tree preservation areas, watercourses, and surrounding land uses. The Owner shall also agree to keep Accepted for Construction drawings in the sales</p>	

	office which show easements, hydrants, utilities, lighting, lot grading, landscaping, and noise attenuation measures, as applicable.	
61.	<p>Department of Fisheries and Oceans</p> <p>That the Owner agrees that if planned works may cause any of the prohibited effects under the Fisheries Act or Species at Risk Act, a Request for Review form is completed for the works and submitted to Fisheries Protection@dfo-mpo.gc.ca clearance gained as required and provided to the Town.</p>	
62.	<p>Bell Canada</p> <p>The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.</p>	
63.	<p>Bell Canada</p> <p>The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.</p>	
64.	<p>Enbridge Gas</p> <p>The Owner shall provide to Enbridge Gas (operating as Union Gas) the necessary easements and/or agreements required by Union for the provision of gas services in a form satisfactory to Enbridge Gas.</p>	
65.	<p>Canada Post</p> <p>Mail Delivery Methods</p> <p>That the Condominium Agreement include a requirement that arrangements be made with Canada Post and the Town's Development Engineering Department for the provision of suitable mail delivery methods which may include the installation of Canada Post Community Mailbox and that the location be included on the appropriate servicing plans.</p>	

66.	<p>Canada Post Community Mailbox</p> <p>That should a Community Mailbox be required, that the Condominium Agreement contain further clauses requiring that the Developer install an appropriately sized sidewalk section (concrete pad) per Canada Post specifications, to place the mailbox on, plus any required walkway access and/or curb depressions for wheelchair access and the provision of a temporary Community Mailbox location until curbs, sidewalks and final grading have been completed, and that as per Delivery Planning Standards Manual for Builders and Developers (August 2023) be consulted for additional specifications.</p>	
67.	<p>Fulfillment of Conditions</p> <p>That prior to final approval, the County is advised in writing by the Town how Conditions 3, 8, 9 , 11, 12, 14, 15, 22, 42, 43, 44, 45, 48 have been satisfied.</p>	
68.	<p>Fulfillment of Conditions</p> <p>That prior to final approval, the County is advised in writing by the County Ecologist(s) how Conditions 11, 12, 42, 43, 44, 45, 48 have been satisfied.</p>	
69.	<p>Fulfillment of Conditions</p> <p>That prior to final approval, the County in writing by the Niagara Escarpment Commission how Conditions 10, 11, 12, 42, 43, 45, 47, 48 have been satisfied.</p>	
70.	<p>Fulfillment of Conditions</p> <p>That prior to final approval, the County is advised in writing by the Grey Sauble Conservation Authority how Conditions 10 and 20 have been satisfied.</p>	
71.	<p>Fulfillment of Conditions</p> <p>That prior to final approval, the County is advised in writing by Enbridge Gas how Condition 64 has been satisfied.</p>	
72.	<p>Fulfillment of Conditions</p> <p>That prior to final approval, the County is advised in writing by Bell Canada how Conditions 62 and 63 have been satisfied.</p>	
73.	<p>Fulfillment of Conditions</p>	

	That prior to final approval, the County is advised in writing by Canada Post how Conditions 65 and 66 have been satisfied.	
74.	Fulfillment of Conditions That prior to final approval the County is advised in writing by Saugeen Ojibway Nation how Condition 51 has been satisfied.	
75.	Digitized Copy of Final Plan of Condominium That the Owner, submit to the Town and the County a digitized copy of the Final Plan in a format acceptable to the Town and the County.	
76.	Copy of Executed Condominium Agreement for County That prior to final approval, a copy of the fully executed Condominium Agreement between the Owner and the municipality shall be provided to the County.	
77.	Clearance of Conditions That the Owner acknowledges and agrees that it is the Owner's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded to the appropriate clearance agencies and also to record this information in a conditions clearance matrix to the satisfaction of the Town demonstrating required clearances of these conditions prior to requesting final approval.	

NOTES TO DRAFT APPROVAL – these do not form part of the draft plan conditions		
1.	Applicant's responsibility to fulfill conditions It is the applicant's responsibility to fulfil the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies and also to record this information in a matrix format to the Town and County Grey, quoting the respective file numbers.	
2.	Clearances and consultation contact info. Clearances or consultations are required from the following agencies, as well as the appropriate agency	

	<p>or authority providing utilities or services and as otherwise referenced in the conditions:</p> <p>Town of The Blue Mountains PO Box 310, 32 Mill Street Thornbury, ON N0H 2P0 planning@thebluemountains.ca</p> <p>County of Grey planning@grey.ca</p> <p>Niagara Escarpment Commission 1450 7th Avenue East Owen Sound, ON N4K 2Z1</p> <p>Grey Sauble Conservation Authority 237897 Inglis Falls Road Owen Sound, ON N4K 5N6</p> <p>Saugeen Ojibway Nation 10129 Hwy 6, Georgian Bluffs, ON N0H 2T0 environmentoffice@saugeenojibwaynation.ca</p> <p>Enbridge Gas 50 Keil Drive North, Chatham, ON N7M 5M1 ONTLands@enbridge.com</p> <p>Bell Canada planninganddevelopment@bell.ca</p> <p>Canada Post</p>	
<p>3.</p>	<p>Land Titles Act We suggest you make yourself aware of the following subsections of the Land Titles Act: a) subsection 144(1) requires all new plans to be registered in a Land Titles system if the land is situated in a land titles division; and b) subsection 144(2) allows certain exceptions. The subdivision plan for Registration must be in conformity with the applicable Ontario Regulation under The Registry Act.</p>	
<p>4.</p>	<p>MECP Approval Requirement Inauguration or extension of a piped water supply, a sewage system or a storm drainage system is subject to the approval of the Ministry of the Environment</p>	

	Conservation and Parks under the Ontario Water Resources Act, RSO 1990, as amended.	
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5.	Measurements in Metric All measurements in subdivision final plans must be presented in metric units. The final plan approved by the County must be registered within thirty (30) days or the County may withdraw its approval under subsection 51(32) of the Planning Act RSO 1990, as amended.	
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