

## Draft Plan Conditions Alfred Street

### Draft Plan of Subdivision File No. 42T-2022-01

#### General Requirements

1. That this approval applies to the draft plan of subdivision located on on the property legally described as Town Plot Park, Part of Lots 5 & 6, N/E Alfred St, Plan 107; Part of Lots 5 & 6 RP 16R10171; Parts 2 to 4, (roll number 424200001815700); and Part 1, Plan 107 (roll number 424200001821300), Part of Lot 6, Registered Plan 16R10171, Part of Lot 33, Concession 10 (Geographic Township of Collingwood) Town of Blue Mountains, County of Grey, prepared by Georgian Planning Solutions. last revised October 9, 2024, and signed by the Surveyor on October 9, 2024 and Owner on October 2024, showing the following:
  - 7 Single Detached Lots (Lots 1-7 consisting of 7 Dwelling Units)
  - 6 Semi-Detached Lots (Lots 8-13 consisting of 12 Dwelling Units)
  - 1 Private Street (Street A)
  - 4 Blocks:
    - Block 14 (Open Space – Stormwater Management Block)
    - Blocks 15-16 (Open Space Blocks)
    - Block 17 (Open Space- Visitor Parking Block)
2. The Owner shall enter into and execute a Subdivision Agreement, in accordance with these Draft Plan Conditions, prior to final approval and registration of the Plan, to satisfy these conditions and all financial, legal, and engineering matters, including 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.
3. 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 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:
  - i. Engineering works which include municipal water, sanitary sewer services;
  - ii. Professional services including preparation of reports, plans, inspections, certifications and approval;
  - iii. Drainage, stormwater management;
  - iv. Storm sewers and infiltration galleries if feasible;
  - v. Road and intersection construction;

- vi. Securities, cash contributions, development charges;
- 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. Tree retention, enhancement, or compensation
- xiv. Trails/walkways;
- xv. Fire Break Plan, if required;
- xvi. Construction Implementation and/or Mitigation Measures;
- xvii. Warning clauses, signed entry features and safety hoarding;
- xviii. Public notification, signage and minimum notice periods.

The details of which may be indicated in correspondence from appropriate commenting agencies and/or departments.

4. 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 Subdivision Agreement with the Town, sufficient water and sanitary sewer capacity shall be confirmed as available and allocated by the Town.
5. The Owner shall agree in the Subdivision 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 Subdivision 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.
6. The Owner shall enter into a Common Element Plan of Condominium Agreement to ensure that the Private Road, Open Space Blocks, Visitor Car Parking, Stormwater Management Facility and all other road, water, sewer, stormwater and utility services and infrastructure are located within common element condominium blocks and/or are accessible by easements in favour of the plan of condominium.
7. That prior to final approval by the County, appropriate zoning is in effect, to the satisfaction of the Town of The Blue Mountains, for this proposed subdivision that conforms to the County of Grey Official Plan and the Town of The Blue Mountains Official Plan.

8. That prior to final approval by the County, the Owner agrees to provide lot frontage, area, and site-specific information as necessary to ensure that all lots and blocks conform to the Town of The Blue Mountains Zoning By-law.
9. That the Private Street shall be named in accordance with the Town's Street Naming Policy, to the satisfaction of the Town of The Blue Mountains.
10. During site development, construction methods shall incorporate techniques which will achieve relevant provincial and municipal standards to minimize the effects of siltation and erosion.
11. Any fill materials deposited in the development area should conform to the fill quality standards of the relevant regulatory agencies.

### **Servicing, Grading and Road Requirements**

12. That prior to final approval by the County, a Site Servicing Plan is prepared to show how the development is fully serviced with sanitary sewer and water to the satisfaction of the Town of The Blue Mountains.
13. That the Owner agrees that prior to entering into a Subdivision Agreement the Owner shall provide the Town with water demands and sewage flows for the proposed development, and that the Town will be responsible to update the town wide water and wastewater models to confirm capacity within the respective distribution, collection, and treatment facilities. The Owner shall be responsible for all costs associated with the Town updating the water and wastewater models to confirm capacity for the proposed development.
14. 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 lands, based on actual usage, as determined by the Town's monitoring of water flows and sanitary sewer flows.
15. That the Subdivision Agreement shall detail and confirm the water and sanitary servicing capacity allocated to this plan of subdivision.
16. That the Owner shall agree in the Subdivision 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.
17. That a stormwater management plan be prepared to the satisfaction of the Town.
18. That prior to execution of a Pre-Servicing Agreement or Subdivision 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.

19. That prior to final approval by the Town, Operation and Maintenance Manuals for any non-standard infrastructure shall be provided to the satisfaction of the Town.
20. That the Subdivision Agreement shall contain specific clauses related to the required Ontario Building Code / Town Engineering Standards, as applicable, of the Town and County of Grey including but not limited to the following:
  - i. The appropriate horizontal and vertical alignments of all roads, including their intersection geometrics, and underground services;
  - ii. That suitable construction traffic routes are identified to the satisfaction of the Town and County of Grey; and,
  - iii. The street lighting system on roadways be designed and constructed to the satisfaction of the Town. The Subdivision Agreement shall also require that all external lighting, including street lighting, be dark-sky compliant.
21. That the Owner agrees in the Subdivision Agreement to install a temporary construction fence (along the perimeter of the development) and 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's expectation that all temporary construction fencing and tree protection will be inspected and document by the Engineer on a bi-weekly basis and that all deficiencies noted are repaired within a minimum 2 calendar days of the date of inspection.
22. That the Owner agrees in the Subdivision Agreement 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.

It is the Town's expectation that the engineer shall, at a minimum, provide bi-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 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.

23. That the Owner agrees in the Subdivision Agreement to stabilize all disturbed soil within 90 days of being disturbed, control all noxious weeds and maintain ground cover, to the satisfaction of Town Administration
24. Through the Subdivision Agreement and/or Pre-Servicing Agreement the Owner shall provide sufficient securities to the satisfaction of the Town Administration to ensure the maintenance of this plan including the required regular inspection by the Engineer.
25. That the Owner agrees in the Subdivision Agreement to have prepared by their Engineer 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 Town's expectation that all surplus debris and topsoil shall be removed from the site prior to the commencement of home construction.
26. That the Owner agrees in the Subdivision Agreement to provide 0.3m reserves, where applicable and as required by the Town or County.
27. That the Owner agrees in the Subdivision Agreement 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 Administration, securities may be drawn by the Town Administration 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.
28. That prior to final approval the following shall be prepared to the satisfaction of the Town of the Blue Mountains:
  - A detailed Stormwater Management Report.
  - A detailed Erosion Control Plan.
  - A detailed Grading Plan.
  - A detailed Geotechnical Report for the storm water management facility.
29. That the owner shall agree in the Subdivision Agreement, in wording acceptable to the Town, to carry out or cause to be carried out the recommendations and measures contained within the plans and reports set out above.

30. That the owner shall agree in the Subdivision Agreement, in wording acceptable to the Town, to ensure that all sediment and erosion control measures will be in place prior to any site alteration. The agreement must also contain a provision stating that the stormwater management facility must be in place prior to the creation of impervious areas such as roads and buildings.
31. The proponent shall implement the best management practices to avoid overland flow of any contaminants to the natural environment, increasing groundwater infiltration with low-impact development measures, and to develop a spills management plan to handle any spills that take place within an event-based area.
32. That the owner shall agree in the Subdivision Agreement to engage a qualified professional to certify in writing that the works were constructed in accordance with the plans, reports and specifications, as approved by the Town.
33. That the stormwater management facility and any easements required for storm water drainage purposes shall be dedicated/granted to the future condominium corporation on the lands.

#### **Utilities and Canada Post**

34. That the Owner shall grant all necessary easements and/or blocks and/or enter into agreement for drainage, utility and servicing purposes, as well as CRTC-licensed telephone and broadcasting distribution, as may be required, to the appropriate agency or public authority.
35. The Owner shall provide to Enbridge Gas (operating as Union Gas) the necessary easements and/or agreements required by the utility for the provision of gas services in a form satisfactory to Enbridge Gas.
36. The Owner, in consultation with the applicable utilities and Communications Service Providers, shall prepare an overall utility distribution plan that shows the locations of all utility infrastructure for the subdivision, as well as the timing and phasing of the installation.
37. That the Subdivision 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.

38. That the Subdivision 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.
39. That should a Community Mailbox be required, that the Subdivision 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.

### **Vegetation, Fencing and Streetscape Requirements**

40. That the Owner agrees the Open Space and stormwater management facility on the subject lands shall be held in the Open Space Zone and that building shall not be permitted in these zones, trees shall be retained and enhanced in accordance with associated approved recommendations of a Tree Inventory and Protection Plan and or Landscape Analysis.
41. That prior to any vegetation clearing on-site, the Owner prepares a Tree Inventory and Preservation Plan by a qualified Environmental Consultant, Landscape Architect or Arborist, which identifies existing trees and other vegetation and means of protection, restoration, enhancement or compensation, through appropriate plantings or other measures including edge management, to the satisfaction of the Town of The Blue Mountains. The Terms of Reference for this report shall be approved by the Town of The Blue Mountains prior to the report being prepared. The Tree Inventory and Preservation Plan shall include amongst other matters:
  - i. Consideration for the Town's Engineering Standards;
  - ii. Special provisions to ensure that the existing vegetation on the periphery and throughout the site be maintained and protected, where feasible, during the development process;
  - iii. Special provisions to ensure that existing vegetation on the adjacent lands be protected during development and construction; and
  - iv. That any tree removal be done between October 1<sup>st</sup> and March 31<sup>st</sup>. Should any clearing be proposed at any other times of the year, it must only be done in consultation with the Ministry of Environment, Conservation and Parks, and in accordance with the *Migratory Birds Convention Act* and the *Endangered Species Act*.
42. That the Owner agrees that a Tree Inventory and Preservation Plan shall be incorporated into the Subdivision Agreement with the Town. The Subdivision

Agreement shall ensure that the Owner shall save and/or remove any trees and vegetation on the subject lands as required by the Tree Inventory and Preservation Plan to the satisfaction of the Town of The Blue Mountains.

43. That the Owner shall prepare a Landscape Plan following the Tree Inventory and Preservation Plan that provides for street trees and new buffer plantings where appropriate.

### **Park and Open Space Requirements**

44. The Owner shall pay cash-in-lieu for 5% parkland dedication in accordance with the Planning Act.

### **Miscellaneous**

45. That the Owner agrees that the Subdivision Agreement shall contain Notice and Warning clauses on all Purchase and Sale Agreements as follows:

- i. 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.
- ii. Owners and prospective purchasers shall be advised that the construction activity within the subject lands may be ongoing until all lots have been developed, that the duration of construction is unknown, and that any construction is subject to the Development Communications Plan agreed to by the Developer.

46. That prior to execution of any Subdivision 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:

- 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:



- 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).
47. That prior to final approval, 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 archaeological resources found, to the Saugeen Ojibway Nation (SON) archaeological standards and the Ontario Ministry of Tourism and Culture's standards and Guidelines for Consultant Archaeologists. No tree cutting, stump removal, grading or other soil disturbances shall take place on the subject property prior to the Town of Blue Mountains, SON and the Ministry of Culture confirming that all archaeological resource concerns have met licensing, resource conservation requirements and SON archaeological standards.
48. That the Owner shall agree in the Subdivision 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 community mailboxes, open space areas, stormwater management facility, and surrounding land uses. The Owner shall also agree to keep Accepted for Construction drawings in the sales office which show easements, hydrants, utilities, lighting, lot grading, landscaping, and noise attenuation measures, as applicable.

## **Administration**

49. Prior to final approval and registration, the Subdivision Agreement shall include special provisions addressing the following matters in wording acceptable to the Town:
- i. That the Owner shall agree that all vacant lots shall be rough graded such that best efforts are taken to ensure there is no standing water and shall be maintained in general conformance with the approved comprehensive grading plan. The Owner shall further agree in the Subdivision Agreement to topsoil and seed any rough graded area not proceeding to construction in a timely manner, to the satisfaction of the Town.
  - ii. That the Owner shall agree to engage a qualified engineer and that the Owner's Engineer certify that their reports conform with applicable standards to the satisfaction of the Town of The Blue Mountains and that

the Engineer provides certification that the final constructed works conform to the approved design.

- iii. That the Owner shall agree to engage a qualified engineer to review and certify that the completed pre-grading works comply with the pre-grading shown on the approved grading and drainage plan.
  - iv. The Owner, and/or any future Lot Owner, shall agree to engage a qualified consultant to prepare a Final Lot Grading Certificate prior to Final Inspection, indicating that the grading of the lot has been completed in conformity with the Approved for Construction Master Grading/Drainage Plan, and to submit to the Chief Building Official for approval.
  - v. The Owner shall agree that any temporary stormwater management, construction mitigation, sediment and erosion control measures be approved by the Town and in place prior to site alteration with the exception of site alteration to install such measures.
  - vi. That the Owner shall agree to obtain any required statutory permits from the County of Grey, Town of The Blue Mountains, or any other applicable authority, prior to any site alteration.
  - vii. The Owner shall agree to the following:
    - a. Should previously unknown or unassessed deeply buried archaeological resources be uncovered during development, such resources may be a new archaeological site and therefore subject to Section 48 (1) of the *Ontario Heritage Act*. The proponent or person discovering the archaeological resources must cease alteration of the site immediately and engage a licensed archaeologist to carry out archaeological fieldwork, in compliance with section 48 (1) of the *Ontario Heritage Act*;
    - b. That anyone working on the subject lands who uncovers a burial site containing human remains shall cease fieldwork or construction activities and immediately report the discovery to the police or coroner in accordance with the Funeral, Burial and Cremation Services Act.
  - viii. The Owner shall agree 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.
  - ix. the Owner shall agree that a municipal numbering system shall be assigned to the satisfaction of the Town with regard to 911 emergency servicing. The Owner shall also agree in the Subdivision Agreement to display the lot number and corresponding assigned municipal address in a prominent location on each lot prior to and during all times of construction.
50. That prior to final approval, the County is advised in writing by the Town of The Blue Mountains how Conditions 1-49 have been satisfied.

51. That prior to final approval, the Town and County are advised in writing by Enbridge Gas how Condition 35 has been satisfied.
52. That prior to final approval, the Town and County are advised in writing by Canada Post how Conditions 38 and 39 have been satisfied.
53. That prior to final approval, a copy of the fully executed Subdivision Agreement between the Owner and the municipality shall be provided to the County of Grey.
54. That the Owner submit to the Town of The Blue Mountains and the County of Grey a digitized copy of the Final Plan in a format acceptable to the Town and the County.

#### **NOTES TO DRAFT APPROVAL**

1. This draft plan approval shall lapse on <DATE>. 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.
2. Where a condition of approval requires the preparation of a report-study, or plan, the Owner shall:
  - i. 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(ies).
  - ii. 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(ies).
3. 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, prior to the execution of the Subdivision Agreement.
4. 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 County of Grey, quoting the County file number.

5. 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
  
6. An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 - Proximity - of the Regulations for Construction Projects in the Occupational Health and Safety Act, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating "**DANGER - Overhead Electrical Wires**" in all locations where personnel and construction vehicles might come in close proximity to the conductors.
  
7. Clearances or consultations are required from the following agencies, as well as the appropriate agency or authority providing utilities or services:

Town of The Blue Mountains  
PO Box 310, 32 Mill Street  
Thornbury, ON N0H 2P0

Enbridge Gas Inc.  
50 Keil Drive North  
Chatham, ON N7M 5M1

Canada Post  
PO Box 90022  
Ottawa, ON, K1V 1J8