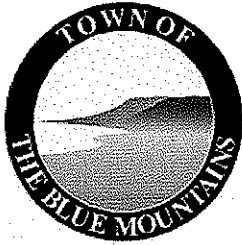


STAFF REPORT: PLANNING & BUILDING SERVICES



REPORT TO: Council
MEETING DATE: February 22, 2010
REPORT NO.: PL.10.12
SUBJECT: Georgian Woodlands Phase 3 - Zoning By-law Amendment, Draft Plan of Subdivision Conditions, Minutes of Settlement & Pre-development Agreement
PREPARED BY: David Finbow, Director, Planning & Building Services

A. Recommendations

THAT Council receive Staff Report PL.10.12 respecting "Georgian Woodlands Phase 3 - Zoning By-law Amendment, Draft Plan of Subdivision Conditions, Minutes of Settlement & Pre-development Agreement";

AND THAT Council authorize the settlement of the Ontario Municipal Board Appeals related to the subject lands substantially in accordance with the attached Zoning By-law Amendment, Draft Plan of Subdivision Conditions, Minutes of Settlement & Pre-development Agreement";

AND THAT Council authorize Town staff to pursue with the Ontario Municipal Board a modification to the Town's Official Plan so as to modify Schedule "B" of the Official Plan by changing the "Maximum Unit Yield" noted therein from 232 to 239 so as to address the mathematical error contained in the Official Plan for the subject lands;

AND THAT Council authorize the Mayor and Clerk to execute the Pre-development Agreement and the Minutes of Settlement related to the subject lands substantially in accordance with the attached Draft Pre-development Agreement and Draft Minutes of Settlement upon the written advice of the Town's Solicitor and Director, Planning & Building Services.

B. Background

1. The subject matters, being a Zoning By-law Amendment, Draft Plan of Subdivision Conditions, Minutes of Settlement and a Pre-development Agreement, are all associated with outstanding appeals before the Ontario Municipal Board (OMB). These appeals pre-date the OMB's approval of the Town's Official Plan and Official Plan Amendment No. 4 on September 29, 2006.
2. As Council may recall, on December 1, 2008, a public meeting was held to receive input from the public prior to Council taking a position on the matters before the OMB. Attached as Addendum "A" are the minutes from that meeting.
3. Issues of concern noted by area residents included the proposed four-way intersection at Sleepy Hollow Road and Craighleith Road re traffic volumes and sightlines; wildlife corridors;

extent/continuity of the hazard lands; and, stormwater management. These issues have been reviewed by Town and County staff and the applicable agencies and the proposed Zoning and Draft Plan have been found to either address the issues raised or, alternatively, address the broader public needs/interest.

With respect to each of the subject matters, please be advised of the following:

Draft Zoning By-law Amendment (Addendum B):

The proposed zoning schedule reflects the hazard lands as identified by the Grey Sauble Conservation Authority as well as certain open space lands. The only lands on the schedule which are reflective of lands to be conveyed for parkland purposes are those at the north-westerly portion of the site. The lower lands are zoned Residential Sixth Density (R6) with a holding 'h' symbol related to the execution of a Site Plan Agreement with an exception restricting the number of dwelling units on the lands to 148 and requiring a setback of 30.0 metre from the Georgian Trail right-of-way in order to ensure views/vistas of Nippising Ridge and the Escarpment from the Trail.

Draft Plan of Subdivision Conditions (Addendum C):

The Draft Plan of Subdivision Conditions are in a form satisfactory to Town staff however, it is noted that further revisions may be required by the County. As Council will note there are generic conditions with respect to servicing. In this regard, it is important to note that it will be a requirement that the proponent front end the construction of a municipal sanitary sewer from the current Arrowhead Road/Margaret Drive Sewage Pumping Station through the subject development and thereby eliminating the need for a force main originating at the Station to Sleepy Hollow Road.

Draft Pre-development Agreement (Addendum D):

The Pre-development Agreement is a requirement of the Town's Official Plan and is intended to address phasing, required works, front-end financing, etc. In addition, this Agreement will address the proponent's obligations related to the Plan's Growth & Settlement requirements (shorefront and recreational facilities). Direction on the specific Growth & Settlement requirements has been previously provided by Council and will be incorporated into this Agreement. Attached is a "working copy" of this Agreement.

Draft Minutes of Settlement (Addendum E):

The Minutes of Settlement effectively combine all of the previously noted items into one document and will be reflective of the overall direction contained therein.

In summary, Town staff are recommending that:

1. Council authorize the settlement of the Ontario Municipal Board Appeals related to the subject lands substantially in accordance with the attached Zoning By-law Amendment, Draft Plan of Subdivision Conditions, Minutes of Settlement & Pre-development Agreement;
2. Council authorize Town staff to pursue with the Ontario Municipal Board a modification to the Town's Official Plan so as to modify Schedule "B" of the Official Plan by changing the "Maximum Unit Yield" noted therein from 232 to 239 so as to address the mathematical error contained in the Official Plan for the subject lands; and,
3. Council authorize the Mayor and Clerk to execute the Pre-development Agreement and the Minutes of Settlement related to the subject lands substantially in accordance with the attached

Draft Pre-development Agreement and Draft Minutes of Settlement upon the written advice of the Town's Solicitor and Director, Planning & Building Services.

C. The Blue Mountains' Strategic Plan

"Managing growth to ensure the ongoing health and prosperity of the community."

"Addressing the Town's infrastructure needs."

D. Environmental Impacts

None.

E. Budget Impact

Approximately \$5,000.00 for legal re preparation time and Ontario Municipal Board attendance.

Staff time.

F. Addendums

- A December 1, 2008 Public Meeting Notice & related minutes
- B Draft Zoning By-law Amendment
- C Draft Plan of Subdivision Conditions
- D Draft Pre-development Agreement
- E Draft Minutes of Settlement

Respectfully submitted by:



David Finbow
Director, Planning & Building Services

**TOWN OF THE BLUE MOUNTAINS
NOTICE OF PUBLIC MEETING
CONCERNING A PROPOSED PLAN OF SUBDIVISION AND ZONING BY-LAW AMENDMENT**

TAKE NOTICE THAT the Council of the Corporation of the Town of The Blue Mountains will hold a **PUBLIC MEETING** in the **L. E. SHORE MEMORIAL LIBRARY, 183 BRUCE STREET SOUTH, THORNBURY, ONTARIO, COMMENCING 7:00 P.M. ON THE 1st DAY OF DECEMBER, 2008**, for the purpose of considering a proposed Plan of Subdivision and a Zoning By-law Amendment to the Township of Collingwood Zoning By-law.

The purpose of the Public Meeting is to obtain input on a proposed development under a Plan of Subdivision for a total of 249 residential dwelling units. The proposal would comprise of 100 single detached units above the Nipissing Ridge north of Sleepy Hollow Road; and 149 multiple attached dwelling units below the Nipissing Ridge and south of the Georgian Trail. Official Plan Amendment No. 4 to the Town of The Blue Mountains Official Plan, which was finally, approved in 2007 designated the lands as Recreational Residential RR-50 and Hazard H. Exception 50 also established a number of conditions to development to address the Growth and Settlement criteria of the Official Plan. This includes the need to address matters of servicing (roads, water and sewer upgrades) and provision of recreational amenities.

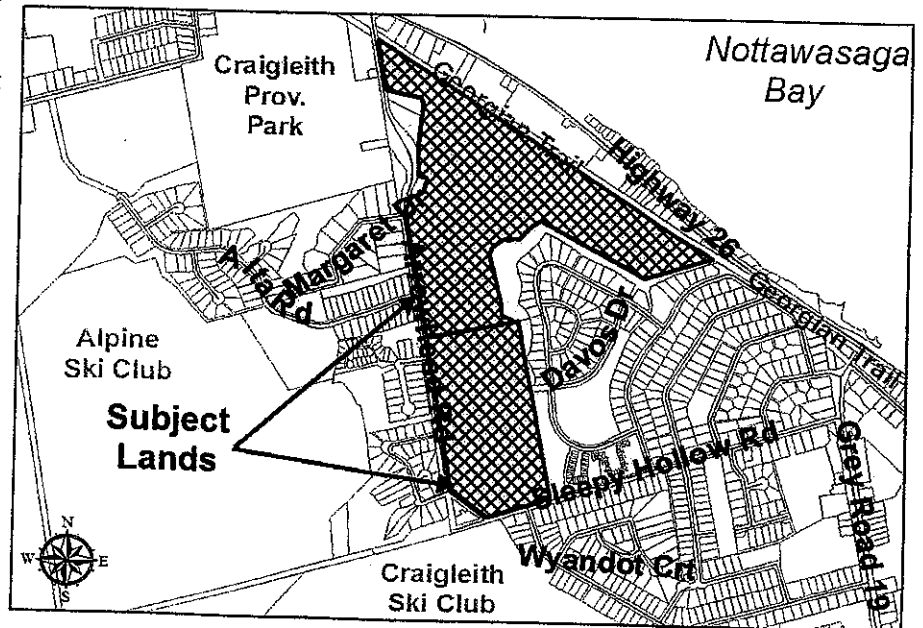
In addition to the Plan of Subdivision, a Zoning By-law Amendment is proposed to rezone the lands from the Limited Rural (A2) and Hazard (H) to the Residential (R3) for the single detached lots and the the Residential R6 zone for the proposed multiple attached units. A maximum unit yield will be included under the By-law for the multi-attached units and the holding -h symbol is also proposed under Section 36 of the Planning Act.

The lands affected by these applications are owned by Condo Developments Limited and George Fleming; and are legally described as West Part Lot 22 and Part Lots 23 & 24, Concession 3. A portion of these lands are locally described as 219 Sleepy Hollow Road, just south of Highway 26 and to the east of Arrowhead Road. A Key Map is provided below to show the location of the Subject Lands; and a copy of the Draft Plan on the back of this Notice.

Please be advised that these applications have been referred to the Ontario Municipal Board and prior to Council taking a position on this matter, they wish to obtain public comments on this proposed development. This public meeting is not a statutory Public Meeting in accordance with the Planning Act and therefore the notice provisions and other related regulatory requirements applicable to these applications (ie. requirement to make written or oral representation at the Public Meeting) do not apply. Any body or individual who wishes to participate in the approval process will need to contact the Ontario Municipal Board and quote files PL03216 and PL030036.

ADDITIONAL INFORMATION relating to the proposed Plan of Subdivision and Zoning By-law Amendment may be obtained during regular office hours by contacting the:

Town of The Blue Mountains
Municipal Offices
26 Bridge Street
East, Thornbury,
Ontario, N0H 2P0
(519) 599-3131
x263



- The Clerk then noted Notice was given in accordance with the Planning Act and read correspondence as received from the Grey County Planning & Development Department
- Mayor Anderson then asked Planner Shawn Postma if anyone wished to speak to the proposed By-law.
- Planner Shawn Postma then reviewed the Application and recounted the history of the Application. Shawn noted a Concept Plan for the entire property had been earlier approved for Council.
- Shawn further noted it is not usual practice to recommend an Application be considered by Council on the same night as the Public Meeting but it was desirable to move the project forward at this time.
- As no one further wished to speak, Mayor Anderson declared the Public Meeting to be adjourned.

B.3 Zoning By-law Amendment - West Part Lot 22 and Part Lots 23 & 24, Concession 3 – Georgian Woodlands Phase 3 (George Fleming)

- Mayor Anderson then called the third scheduled Public Meeting to order and explained the purpose of the Public Meeting is to obtain input on a proposed development under a Plan of Subdivision for a total of 249 residential dwelling units. The proposal would be comprised of 100 single detached units above the Nipissing Ridge north of Sleepy Hollow Road; and 149 multiple attached dwelling units below the Nipissing Ridge and south of the Georgian Trail. Official Plan Amendment No. 4 to the Town of The Blue Mountains Official Plan, which was finally, approved in 2007 designed the lands as Recreational Residential RR-50 and Hazard H. Exception 50 also established a number of conditions to development to address the Growth and Settlement criteria of the Official Plan. This includes the need to address matters of servicing (roads, water and sewer upgrades) and provision of recreational amenities.
- Ellen noted in addition to the Plan of Subdivision, a Zoning By-Law Amendment is proposed to rezone the lands from the Limited Rural (A2) and Hazard (H) to the Residential (R3) for the single detached lots and the Residential R6 zone for the proposed multiple attached units. A maximum unit yield will be included under the By-law for the multi-attached units and the holding -h symbol is also proposed under Section 36 of the Planning Act.
- Ellen noted the lands affected by these applications are owned by Condo Developments Limited and George Fleming; and are legally described as West Part Lot 22 and Part Lots 23 & 24, Concession 3. A portion of these lands are locally described as 219 Sleepy Hollow Road, just south of Highway 26 and to the east of Arrowhead Road.
- Ellen noted the applications have been referred to the Ontario Municipal Board and prior to Council taking a position on this matter, they wish to obtain public comments on this proposed development. This public meeting is not a statutory Public Meeting in accordance with the Planning Act and therefore the notice provisions and other related regulatory requirements applicable to these applications (ie. requirement to make written or oral representation at the Public Meeting) do not apply. Any body or individual who wishes to participate in the approval process will need to contact the Ontario Municipal Board and quote files PL03216 and PL030036.

- The Clerk then noted the Public Meeting was non-statutory but notice was given in a similar manner and read correspondence from area resident Keith Latimer.
- Mayor Anderson then asked if anyone wished to speak to the proposed Applications.
- Director of Planning Peter Tollefsen then noted the intent of the Public Meeting was to obtain public input on the proposed development and no decision would be made by Council this evening, a Planning Report to be considered by Council at a subsequent meeting.
- Peter then noted development of the subject lands had been appealed to the Ontario Municipal Board by the Applicant.
- Peter noted Council earlier approved Official Plan Amendment No. 4, establishing land use designations for the area, noting Exception 50 required submission of a draft plan of subdivision prior to any consideration.
- Planning Consultant David Slade then spoke on behalf of the Applicant, noting it was intended to introduce the public to the proposed development and hopefully arrive at Minutes of Settlement to be considered by the OMB.
- David noted the proposed development is the third phase of the Georgian Woodlands development, Phase 1 beginning in the 1960's and Phase 2 developed in two parts in 1988 and 1998.
- David then noted proponent George Fleming submitted an Official Plan Amendment Application in 2002 which was referred to the OMB, a plan of subdivision referred in 2005.
- David then noted the lands were designated in Official Plan Amendment No. 4 and the proposed Plan and Zoning were now being considered.
- David then reviewed the draft plan of subdivision, single detached units above the Nipissing Ridge and multi-attached units below.
- David then recounted previous mediation with various agencies, noting the total development proposes 249 units with 40% open space and an overall density of 4.3 units per hectare.
- David then reviewed site servicing with upper and lower stormwater management facilities and road intersections aligning with Alpine and Craigeith Ski Club access points.
- David then noted the development is proposed in three phases, the final phase being the multi-unit lower lands, itself likely phased in various parts.
- David then noted the Zoning was proposed as a combination of R3 and R6 with a holding symbol, together with a progressive zone ability that would allow varying development.
- Mayor Anderson then asked if anyone wished to speak to the proposed development.
- Area resident Keith Latimer then spoke, noting issues of concern. Firstly, the proposed intersection of Street "A" and Sleepy Hollow Road would

create a four way intersection which would increase the currently high number of vehicle accidents with all roads in the area featuring significant slopes.

- Mr. Latimer noted other factors such as traffic volume, winter weather, sightlines, speed and difficulty stopping contribute at present and proposed that Street "A" not intersect with Sleepy Hollow Road at a dangerous curve.
- Mr Latimer then questioned impact of the proposed development on wildlife with deer at present prevalent in the area and trail and run habitat should be considered.
- Mr. Latimer then questioned if the Hazard designation had been revised, David noting the Hazard designation has been retained and the developer has been working with the GSCA and Niagara Escarpment Commission, the Hazard Zone actually exceeding the designation.
- Mr. Latimer then noted the southeastern Hazard area stopped abruptly at the southern lots.
- Area resident Joseph Regan then noted there were numerous streams on the lands flowing to the Bay and questioned if studies had been completed and if they were available, David noting the streams had been considered in the stormwater management plan and peak flows will not exceed present flows.
- Mr. Regan then questioned proposals for the lower multi-block area development, David noting there are no plans at present for the lower lands, 149 units permitted together with the 100 lots on the upper lands.
- Mr. Regan then questioned access points for the lower lands, David noting Old Lakeshore Road in the east and Arrowhead Road in the west.
- As no-one further wished to speak, Mayor Anderson declared the Public Meeting to be adjourned.

~~DRAFT~~ B.

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

BY-LAW NO. 2010 - _____

Being a By-law to amend Zoning By-law No. 83-40, as amended.

WHEREAS the Council of the Corporation of the Town of The Blue Mountains deems it necessary in the public interest to pass a by-law to amend By-law No. 83-40;

AND WHEREAS pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990, c. P.13, the By-law may be amended by Council of the Municipality;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS ENACTS AS FOLLOWS:

- 1. This By-law applies to the lands comprised of Part of Lots 22, 23 and 24, Concession 3 (the "subject lands").
- 2. Zoning By-law No. 83-40, as amended, is hereby further amended as follows:

Map 19 to Schedule 'A' is amended by rezoning the subject lands to the Residential 'R3-h' Zone, Residential 'R3-220- h', Residential 'R6-221-h' Zone, Public Open Space 'OS1' Zone and Hazard 'H' Zone as set out on Map Schedule "A-1"

- 3. Zoning By-law No. 83-40, as amended is hereby further amended as follows:

By adding the following to Section 32:

- 220. The minimum lot frontage shall be 8.0 metres.
- 221. a. The maximum number of dwelling units shall be 148.
- b. The minimum required setback for any building or structure from the Georgian Trail shall be 30.0 metres.

- 4. The removal of the holding 'h' symbol on all, or a portion of the subject lands, in accordance with Section 36 of the Planning Act, shall be conditional upon the execution of a Subdivision Agreement and the Registration of a Plan of Subdivision and/or the execution of a Site Plan Agreement, as the case may be.
- 5. Schedule "A-1" is hereby declared to form part of this By-law.

AND FURTHER that this By-law shall come into force and take effect upon the enactment thereof.

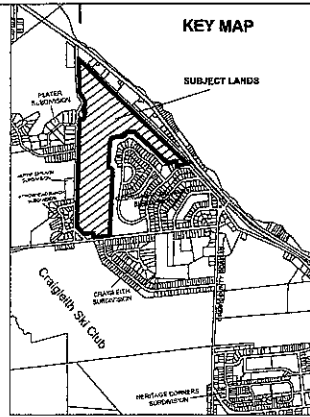
Enacted and passed this _____th day of _____, 2010.

Ellen Anderson, Mayor

Stephen Keast, Clerk

Zoning Schedule
The Town of The Blue Mountains

KEY MAP

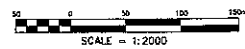
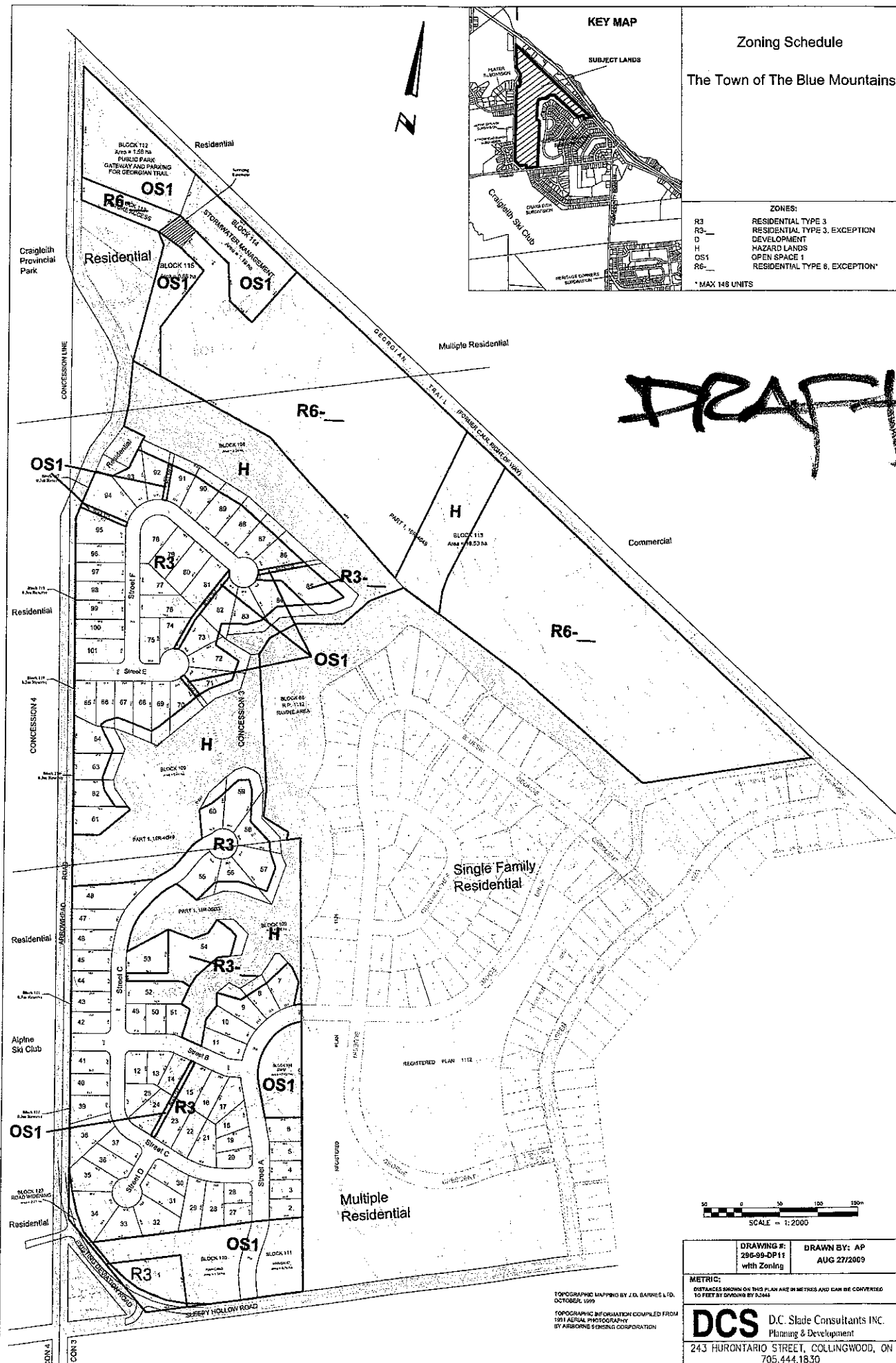


ZONES:

R3	RESIDENTIAL TYPE 3
R3-	RESIDENTIAL TYPE 3, EXCEPTION DEVELOPMENT
D	HAZARD LANDS
OS1	OPEN SPACE 1
R6-	RESIDENTIAL TYPE 6, EXCEPTION*

* MAX 148 UNITS

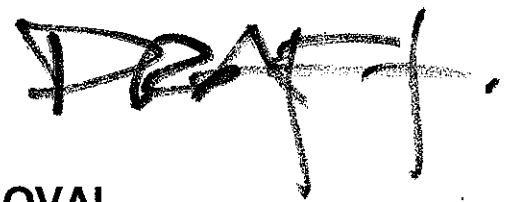
DRAFT



DRAWING #: 296-99-DP11 with Zoning	DRAWN BY: AP AUG 27/2009
METRIC: DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048	
<p>DCS D.C. Slade Consultants INC. Planning & Development 243 HURONTARIO STREET, COLLINGWOOD, ON 705.444.1830</p>	

TOPOGRAPHIC MAPPING BY J. DE BARRIS LTD.
OCTOBER, 1999
TOPOGRAPHIC INFORMATION COMPILED FROM
1991 AERIAL PHOTOGRAPHY
BY AIRBORNE CORPUS CORPORATION

Applicant: G.H. Fleming & Associates & Condo Developments Limited
Municipality: Town of The Blue Mountains
Location: Part of Lots 22, 23 & 24, Concession 3
(Geographic Township of Collingwood)

C


ATTACHMENT D
CONDITIONS OF DRAFT APPROVAL

No. Conditions

1. That this approval applies to the draft plan prepared by D.C. Slade Consultants Inc. for G.H. Fleming & Associates and Condo Developments Limited dated December 18, 2009 (Drawing 296-99-DP11) showing a total of 101 single detached residential lots (Lots 1 to 101), six internal road allowances (Streets A to F), one block for future multiple residential development of 148 units (Block 115), six blocks for walkway and/or servicing purposes (Blocks 102 to 107), three blocks for stormwater management purposes (Blocks 116, 117 and 118), two blocks for future access and servicing easements (Blocks 113 & 114) and five blocks for open space and park purposes (Blocks 108, 109, 110, 111 and 112) on Part of Lots 22, 23 & 24, Concession 3 (Geographic Township of Collingwood) Town of The Blue Mountains, County of Grey.
2. That a Preliminary Subdivision Agreement has been entered into and executed by the applicant and the Town of The Blue Mountains in accordance with Exception 50 of the Town of The Blue Mountains Official Plan.
3. That a Subdivision Agreement shall be entered into and executed by the applicant and the Town of The Blue Mountains to satisfy all financial, legal and engineering matters, growth and settlement obligations, as well as landscaping and the installation of municipal services and other requirements of the Town and the County, including the payment of development charges in accordance with their applicable Development Charges By-laws.
4. That the Subdivision Agreement include provisions for financial contributions in lieu of providing the following:
 - a. Shoreline Dedication in accordance with the increased density provisions of Section 6.5.3 of the Town of The Blue Mountains Official Plan
 - b. Recreational Lands and/or Facilities in accordance with the increased density provisions of Section 6.5.3 of the Town of The Blue Mountains Official Plan
5. That the road allowances included in this draft plan shown as Streets A, B, C, D, E and F shall be dedicated as public highways.
6. That the street shall be named to the satisfaction of the Town of The Blue Mountains in accordance with the Town's Street Naming Policy.
7. That Blocks 102 to 114 and 116 be conveyed to the Town of The Blue Mountains for walkways, open space, roads, drainage and stormwater management purposes.
8. That Block 112 be conveyed to the Town for public park purposes with same constituting the 5% parkland dedication for Phase 1 only as required under Section 51.1 of the Planning Act, R.S.O. 1990 as amended.

- c. A decommissioning report if contaminated material has been identified and is removed, or alternatively, a copy of the risk assessment together with a copy of the written acknowledgement of its acceptance by the Ministry of the Environment, and
 - d. A copy of a Record of Site Condition and confirmation of the filing of the Record of Site Condition in the Environmental Site Registry.
15. Prior to the initiation of any site grading or servicing, the applicant shall provide a report identifying all existing water wells and private sewage disposal systems on the lands. The applicant shall provide verification to the satisfaction of the Town that all wells and septic systems identified have been decommissioned in accordance with all applicable laws and regulations
16. That prior to final approval, the applicant shall provide a further engineering study with respect to downstream structures and to develop estimated costs and timelines associated with culvert maintenance and replacement program. Such work is to be completed at the sole cost and expense of the applicant and be in accordance with a Terms of Reference approved by the Town of The Blue Mountains. The details of the work to be completed shall be included in the Subdivision Agreement along with a commitment from the Town to exercise best efforts in collecting a percentage of the cost of the works from future development benefactors.
17. Prior to final approval, the applicant shall submit for review and approval by the Ministry of Culture an Archeological Assessment (Stage 1 and 2 Report).
18. That the Subdivision Agreement contains clauses satisfactory to the Ministry of Culture, recognizing that should human remains or other cultural heritage materials or features be discovered on site that the requirements of the Ontario Heritage Act shall be adhered to.
19. That a Tree Preservation and Landscape Plan, which includes the identification of building envelopes, be prepared for the approval of the Niagara Escarpment Commission prior to registration of the Plan. The Tree Preservation and Landscape Plan should be prepared in concert with the required Grading Plan. The Tree Preservation and Landscape Plan shall be incorporated into the Subdivision Agreement and if applicable, into conservation easements.
20. That the applicant shall save and/or remove any trees and vegetation on the subject lands as required by the Tree Preservation and Landscape Plan.
21. That the applicant shall make satisfactory arrangements with Canada Post and the Town's Engineering and Public Works department, for inclusion in the Subdivision Agreement, for the installation of Canada Post Community Mailboxes and shall indicate these locations on the appropriate servicing plans. The applicant shall further provide the following for the Community Mailboxes:
 - a. An appropriately sized sidewalk section (concrete pad), per Canada Post standards, to place the mailbox on, plus any required walkway access and/or curb depressions for wheelchair access.
 - b. A suitable temporary Community Mailbox location which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent

NOTES TO DRAFT APPROVAL

NOTES TO DRAFT APPROVAL

1. 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 to the **County of Grey, quoting the County** file number. Completion of the Application Form for Final Approval of a Subdivision is required.
2. We suggest you make yourself aware of the following subsections of the Land Titles Act:
 - a) subsection 143(1) which 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 143(2) allows certain exceptions.
3. Development directly adjacent to or near a provincial highway system may require permits (access, building and land use, and sign) from the Ministry of Transportation, under The Public Transportation and Highway Improvement Act. Consultation with the Ministry of Transportation Southwestern Regional Office at 659 Exeter Road, London Ontario N6E 1L3 (519-873-4100) is recommended.
4. It is recommended that the applicant or his consultant contact the Town Engineering and Public Works Department and the Grey Sauble Conservation Authority prior to preparing the above report to clarify the specific requirements of this development.
5. Clearances are required from the following agencies:

Town of The Blue Mountains 26 Bridge Street Thornbury, Ontario, N0H 2P0	Grey Sauble Conservation Authority 237897 Inglis Falls Road, RR 4 Owen Sound, Ontario, N4K 5N6
Niagara Escarpment Commission 99 King Street East Thornbury, ON N0H 2P0	Canada Post Delivery Planning 73 Morrow Road Barrie, ON L4N 3V0
Ministry of Culture 435 South James Street, Suite 334 Thunder Bay, ON P7E 6S7	Ministry of Natural Resources 2284 Nursery Road Midhurst, ON L0L 1X0
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 the applicant'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. Portions of the Plan may be subject to the Grey Sauble Conservation Authority's 'Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses' (Regulation No. 151/06). As such, written permission may be required from the Authority prior to any development occurring on the subject property.

PRELIMINARY SUBDIVISION AGREEMENT

**GEORGE H. FLEMING AND ASSOCIATES LTD AND
CONDO DEVELOPMENT LTD.**

October, 2009

FILE NUMBER -

INDEX

DRAFT

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Schedules

"Accepted for Construction" means the signing and stamping of a Required Plan "Accepted for Construction" by the Director;

"Accepted Plans" means the Required Plans for the Works which have been Accepted for Construction.

"Development Charges Act" means the Development Charges Act, 1997, S.O. 1997, c.27

"Agreement" means this agreement;

"Approval Authority" means the County of Grey;

"Bonus Density" has the meaning ascribed to it in the Official Plan;

"Business Day" means any day other than Saturday, Sunday or any statutory or civic holiday in Ontario;

"CBO" means the person holding the title of Chief Building Official for the Town or his designate;

"Conditions" means the conditions, as imposed by Decision/Order of the Ontario Municipal Board in accordance with the provisions of the Planning Act for the subdivision, development and servicing of the Lands;

"Condominium Act" means the Condominium Act, 1998, S.O.1998 c.19;

"County" means the County of Grey;

"DC By-law" means the Town's Development Charges By-law 2005-27 or any amending, successor or replacement by-law thereto;

"DC Prepayments" means the amounts, as set out in Schedule "E", equal to the total amount of the Development Charges for the service categories described in Schedule "E" that would be payable by the Developer under the DC By-law in respect of the Lands;

"Default" means any default by the Developer in the performance of its obligations under this Agreement, including the failure of the Developer to make any payments to the Town required by this Agreement when due;

"Director" means the person holding the title of Director of Engineering and Public Works for the Town or his designate;

"Draft Plan" means the draft plan of subdivision as approved by Decision/Order of the Ontario Municipal Board in accordance with the; in accordance with the provisions of the Planning Act for the subdivision, development and servicing of the Lands;

"Final Approval" means the release of the final plan of subdivision and/ or condominium for the subdivision of the Lands by the Town to the Approval Authority for final approval for registration under the Planning Act and/or the Condominium Act;

"Financial Contributions" means the amounts set out in Schedule "C" which are to be paid to the Town in accordance with this Agreement;

"General Exception Policies" means the policies set out in Part A of Paragraph 50 of Section 13.2 of the Official Plan;

"Government Authority" means any government authority or agency, including conservation authorities that are specifically referred to in the Conditions or have jurisdiction over the Lands or the design, installation or maintenance of any part of the Works:

"install" shall also mean do, provide, construct, reinstall or reconstruct;

"Lands" shall mean the lands shown on the Draft Plan and described in Schedule "A";

"Notice" means any written notice, demand, request, direction or instructions given and received in accordance with the provisions of Section 8.3;

"Official Plan" means the Town's adopted Official Plan in effect in accordance with the Planning Act on the date of this Agreement:

"Overall Grading Plan" means the overall grading and drainage plan for the Plan, being one of the Accepted Plans:

"Parties" mean the Developer and the Town;

"Plan" means the final plan of subdivision and includes, where applicable, the final plan of common elements condominium and the final plan of vacant land condominium which the Developer proposes to register in accordance with the provisions of the Planning Act and the Condominium Act for the purpose of subdividing, developing and servicing the Lands;

"Planning Act" means the Planning Act, R.S.O. 1990, c. P.13, as amended or any successor statute;

"Power Utility" means Hydro One Networks Inc. or Collus Power Corp, whichever has jurisdiction to supply hydro-electric power to the Lands;

"Prepaid DC Credits" means the Prepaid DC Credits as set out in Schedule "E";

"Required Plans" means all the studies, reports, designs, plans, drawings and specifications for the installation of all of the Works:

"Services" means the Works described in Schedule "D" which are to be designed and installed by the Developer in accordance with this Agreement and the Subdivision Agreement;

"Site Plan Agreement" means an agreement within the meaning of and authorized by section 41 of the Planning Act;

"Specific Exception Policies" means the policies set out in Part B of Paragraph 50 of Section 13.2 of the Official Plan;

"Subdivision Agreement" means an agreement within the meaning of and authorized by sections 51(25) (d) 51(26) of the Planning Act for the subdivision, development and servicing of the Lands;

"Town Standards" means the Town's approved design criteria, design standards, specifications, maintenance standards and procedures for the design, installation and maintenance of the Works in effect on the date of the Subdivision Agreement.

"Treasurer" means the person holding the title of Director of Finance (Treasurer) for the Town or his designate;

"Utility Services" means all of the utility services for the Plan including hydro-electric, gas, telephone, cable television and telecommunication;

"Works" means all of the works, services, facilities, landscaping, fencing, matters and things which are required by the Town, the utility corporations, including the Power Utilities and all Government Authorities to be designed, installed and done by the Developer for the subdivision, development and servicing of the Lands, Where the subject matter or context of a particular section of this Agreement requires reference to an individual component of the Works, it may be referred to by its individual name (i.e. the Grading and Drainage Works, the Storm Water Management Works, the Park Landscaping Works etc);

"Works Fee" has the meaning ascribed to it in Section 6.2;

All other capitalized terms shall have the meanings ascribed to them in this Agreement.

1.2 Interpretation of Agreement

- (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) Unless the context otherwise requires, in this Agreement words importing the singular include the plural and vice versa and words importing a gender include all genders.
- (c) Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer" unless the context otherwise requires.
- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
- (e) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
- (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
- (g) The Parties agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
- (h) All references to parts, sections, clauses, paragraphs and schedules unless otherwise specified are references to parts, sections, clauses, paragraphs and schedules of this Agreement.

The Draft Plan and the Conditions, as and when approved and imposed by Decision/Order of the Ontario Municipal Board are incorporated into and form part this Agreement and shall have the same force and effect as if the information shown on them were contained in the body of this Agreement.

1.3 Administration of Agreement

This Agreement shall be administered on behalf of the Town by the Treasurer, unless another Town official is otherwise specifically referred to in this Agreement. Where under the terms of this Agreement, decisions, approvals, Notices and certificates are to be made or given, such decisions, approvals, Notices and certificates shall be made or given by the Treasurer or other official in their sole and absolute discretion, acting reasonably.

1.4 Lands Affected

This Agreement applies to Lands, which lands are all of the lands included in the Draft Plan.

1.5 Joint Authors

Each Party acknowledges and agrees that it has participated in the drafting of this Agreement and that no portion of this Agreement shall be interpreted less favorably to either Party because that Party or its legal counsel was primarily responsible for the drafting of that portion.

1.6 Recitals

The Parties agree that the recitals herein are true and accurate and form part of this Agreement.

1.7 Official Plan

The Developer acknowledges and agrees that the Lands shall only be developed in accordance with all of the provisions of the Official Plan, including Section 6.5.3 and the General Exception Policies and the Specific Exception Policies set out in Parts A and B of Exception 50 of Section 13.2 of the Official Plan.

The Developer acknowledges and agrees that the Bonus Density for the Lands is as set out in Schedule "A".

The Developer acknowledges and agrees that the payment of the Financial Contributions, the provision of additional recreational lands and/or facilities and/or payments to the Town in lieu thereof and the other requirements all as set out in Part II and the provision of the Services as set out in Part III are requirements of the Official Plan for the subdivision, development and servicing of the Lands.

1.8 Scope of Agreement – Master Subdivision Agreement

The Parties acknowledge and agree that this Agreement is the Master Subdivision Agreement and Cost Sharing Agreement required to be entered into by General Exception Policies to satisfy the requirements of the Official Plan for the subdivision, development and servicing of the Lands and is also an agreement within the meaning of and authorized by sections 51(25) (d) and 51(26) of the Planning Act. The Parties further acknowledge and agree that this Agreement is not a front-ending agreement within the meaning of and authorized by the Development Charges Act.

This Agreement shall define the obligations and duties of the Developer with respect to the subdivision, development and servicing of the Lands and, without limiting the generality of the foregoing, shall include the design and installation of the Services, the provision of additional recreational lands and/or facilities and/or payments to the Town in lieu there in accordance with section 6.5.3 of the Official

Plan and such other payments to the Town and other matters as may be more specifically set out herein.

1.9 Servicing Capacity.

The Developer hereby acknowledges that by entering into this Agreement, the Town is not reserving or allocating existing servicing capacity for water and sewer for the development. It being understood and agreed that draft approval of the Draft Plan is required to obtain reservation of existing servicing capacity and that registration of the Plan is required to obtain allocation of existing servicing capacity.

1.10 Subdivision Agreement

The Developer agrees that prior to Final Approval, the Developer shall enter into a Subdivision Agreement with the Town, in a form satisfactory to the Town to satisfy the requirements of this Agreement, the Conditions and without limitation to satisfy all of the financial, legal, servicing, engineering, landscaping, phasing and other requirements of the Town for the subdivision, development and servicing of the Lands. The Town may, in its sole and absolute discretion, include provisions of this Agreement in the Subdivision Agreement and require the Developer to enter into a Subdivision Agreement and/or Site Plan Agreement for each phase of the development of the Lands.

1.11 Phasing

The Developer agrees that the Lands shall be subdivided, developed and serviced in accordance with the general phasing requirements set out in Schedule "B" and the more detailed phasing requirements to be set out in the Subdivision Agreement.

1.12 Term

The term of this Agreement shall commence on the date this Agreement is executed by the Town and shall remain in full force and effect until the earlier of the date the draft approval for the Draft Plan lapses under subsection 51(32) of the Planning Act or the date the Town has executed Subdivision Agreement and/or Site Plan Agreement for the last phase of the development of the Lands.

PART II

FINANCIAL CONTRIBUTIONS, RECREATION AND OTHER REQUIREMENTS

2.1 Financial Contributions

Subject to the credit provisions set out in Schedule "E", the Developer covenants and agrees to pay the Financial Contributions, to the Town by certified cheque prior to Final Approval.

2.2 Recreation Requirements

Subject to the credit provisions set out in Part IV and Schedule "E" and in addition to the requirements of Section 51.1 of the Planning Act with respect to the conveyance of land for park or other public recreational purposes or the payment of money in lieu thereof, the Developer, in accordance with the requirements of the Official Plan, covenants and agrees to:

- (a) convey the lands;
- (b) provide the recreational facilities; and

- (c) make the payments, which includes the DC Prepayments, to the Town by certified cheque,

all as set out in Schedules "C" and "E", prior to Final Approval.

2.3 Other Requirements

The Developer covenants and agrees to comply with all of the other requirements set out in Schedule "C" required by the Town, the County and Government Authorities for the subdivision, development and servicing of the Lands.

PART III

PROVISION OF THE SERVICES

3.1 Installation of the Services by the Developer

The Developer covenants and agrees to design and install the Services in accordance with the provisions of the Subdivision Agreement for the phase in which the Services are located, at its sole cost and expense, without reimbursement from the Town or any other person and the Developer hereby waives its right to assert or to claim any right against the Town or any other person for reimbursement for the whole or any part of the costs of the Services. The Parties agree that the Services shall be Works within the meaning of the Subdivision Agreement.

Part IV

DC PREPAYMENTS AND PREPAID DC CREDITS

4.1 Prepayment of Development Charges

The Parties acknowledge and agree that this Agreement is also an agreement within the meaning of section 27 of the Development Charges Act and that the DC Prepayments when provided by the Developer to the Town pursuant to the provisions of this Agreement are a prepayment pursuant to section 27 of the Development Charges Act of a portion of the development charges otherwise payable by the Developer under the DC By-law in respect of the Lands for the service category described in Schedule "E".

4.2 Prepaid Development Charges Credits

The Developer is entitled to, and the Town shall recognize in favour of the Developer, credits equal to the amounts of the DC Prepayment (the "Prepaid DC Credits") as a prepayment, pursuant to Section 27 of the Development Charges Act, of a portion of the development charges that would be payable pursuant to the DC By-law for the service category described in Schedule "E". The Parties agree that the final amount of the Prepaid DC Credits shall not exceed the amounts as shown Schedule "E". The Developer shall be entitled to use the Prepaid DC Credits against the development charges otherwise payable under the DC By-law for the service category described in Schedule "E" on each occasion that such Development Charges would be payable under the DC By-law in respect of the Lands.

The Developer agrees that the right to use the Prepaid DC Credits shall expire on the expiry of the Term even if the Prepaid DC Credits have not been used in full by the Developer.

4.3 The Town's Obligations – DC Credits

The Developer acknowledges and agrees that the Town shall not be obligated to give any credits to the Developer as compensation for its providing the DC Prepayments except in the form of the credits as set out in Schedule "E".

4.4. Credits against the DC By-law Only

The Developer shall not be entitled to use the Prepaid DC Credits against development charges payable under the DC By-law for any service category under the DC By-law other than the service category for which the prepayment was made or under any other development charge by-law of the Town or against any lands owned by the Developer other than the Lands.

4.5 Transfer of Credits

The Parties acknowledge that the entitlement to use the Prepaid DC Credits shall accrue to a successor in title to the Developer, in the event that title to the Lands, or any portion thereof, that have not been developed are transferred prior to the Developer using all of its Prepaid DC Credits. No such assignment or transfer is valid unless such successor has entered into an agreement with the Town agreeing to be bound by the provisions of this Agreement as if such successor were an original party to this Agreement.

PART V

WORK ON THE LANDS

5.1 Work on the Lands

The Developer agrees that it shall not commence any work on the Lands, including filling, grading, or removal of trees (except trees situate on a proposed highway shown on the Draft Plan) and top soil, installing any Works or constructing any buildings or structures until:

- (a) if required by the Town and/or the Conditions, a woodlot retention and management plan, including detailed information concerning among other things drainage, tree damage, tree protection and restoration, has been accepted by the Town for the woodlot blocks shown on the Draft Plan and if required by the Town and/or the Conditions, a vegetation inventory assessment, works location, and restoration plan has been accepted by the Town;
- (b) all existing trees on the Lands, other than those in the woodlot block or on a proposed highway shown on the Draft Plan, have been surveyed, identified, and designated for removal or protection and a tree preservation and protection plan has been accepted by the Town;
- (c) a detailed soils investigation of the Lands prepared by a qualified Geotechnical Engineer has been submitted to and accepted by the Director. A copy of this detailed soils investigation shall also be submitted to the CBO;
- (d) the Developer has removed from the Lands to the satisfaction of the Town, and the Ministry of the Environment any material determined to be hazardous by the soils investigation referred to in Subsection 5.1(c) and has provided a decommissioning report to the Director and the CBO;
- (e) the following has been submitted to and accepted by the Director.
 - (i) a Phase I Environmental Site Assessment for the Lands;
 - (ii) a Phase 2 Environmental Site Assessment for the Lands if required as a result of the Phase 1 Environmental Site Assessment;
 - (iii) a decommissioning report if contaminated material has been identified and is removed or, alternatively, a copy of the risk assessment together with a copy of the written acknowledgement of its acceptance by the Ministry of the Environment; and

- (iv) a copy of a Record of Site Condition and confirmation of the filing of the Record of Site Condition in the Environmental Site Registry, if required.
- (f) the Developer, if required by the Town and/or the Conditions, has carried out an archaeological resource assessment of the Lands and has mitigated, through avoidance or documentation, adverse impacts to any significant archaeological resources found. No demolition, grading, filling, or any form of soil disturbances shall take place on the Lands prior to the issuance of a letter from the Ministry of Culture and Communications, to the Town, advising that all archaeological resource concerns have met licensing and resource conservation requirements;
- (g) a report identifying all existing water wells and private sewage disposal systems on the Lands has been submitted and verification provided to the satisfaction of the CBO that all wells and septic systems identified have been decommissioned in accordance with all applicable laws and regulations.
- (h) a detailed engineering and drainage report which describes the storm water drainage system and the storm water management techniques which may be required to control minor or major flows for the proposed development on the Lands has been accepted by the Director.

NOTE: it is recommended that the Developer contact the Town's Engineering and Public works Department and the appropriate Conservation Authority prior to preparing the Report to clarify the specific requirements of this development.

- (i) the Town has approved a detailed phasing plan for the subdivision, development and servicing of the Lands
- (j) all approvals have been obtained from all Government Authorities whose approval is required and all certificates and permits required by law have been obtained;
- (k) all of the Required Plans have been Accepted for Construction;
- (l) and it has entered into a Pre-Servicing Agreement and/or Subdivision Agreement with the Town, in a form satisfactory to the Town to satisfy all the requirements of this Agreement, the Conditions and without limitation to satisfy all of the financial, insurance, legal, servicing, engineering, landscaping and other requirements of the Town for the subdivision, development and servicing of the Lands.

5.2 Policy on Commencing Work

The Developer acknowledges and agrees to abide by the Town Policy with regard to the Commencement of Work as set out in Schedule "F".

5.3 Town Standards

All Works required to be designed, installed, provided and maintained pursuant to the Subdivision Agreement shall be designed, installed, provided and maintained in strict accordance with the Town Standards.

5.4 Changes to the Town Standards

Despite anything contained in the Subdivision Agreement, if the Town or any Government Authority changes or causes changes to any of the Town Standards for any of the Works which the Developer is required to install before the particular Works are installed, the Developer shall, at its own expense, if required by Notice given by the Director redesign and install the particular Works in accordance with the new Town Standards.

5.5 Utility Services

The Utility Services shall be installed as a total underground installation at no cost to the Town. The Developer shall enter into an agreement or agreements with such applicable utility companies, to provide the Utility Services as required, to satisfy all requirements, including but not limited to the maintenance and repair of their facilities and equipment until the Assumption of all of the Works by the Town.

PART VI

FINANCIAL ARRANGEMENTS AND INSURANCE

6.1 Fees and Charges

The Town acknowledges receipt a non-refundable administration fee from the Developer in the amount stipulated in Schedule "C" for expenses incurred by the Town for the processing and administration of this Agreement and the Subdivision Agreement.

6.2 Works Fee

The Developer shall pay to the Town, upon application for a Subdivision Agreement or Pre-servicing Agreement, a non-refundable works fee in the amount prescribed by Town By-law in force at the time of execution of the Subdivision Agreement or Pre-servicing Agreement for expenses incurred by the Town for review of the design of the Works and for inspections and other matters related to the installation of the Works.

6.3 Disbursement and Expenses

- (a) In addition to the non-refundable administration fee referred to in Section 6.1, the Developer shall pay to the Town, within twenty (20) Business Days of receipt of a Notice demanding payment, the full amount of such costs, expenses and disbursements as may be or are incurred by the Town in connection with the preparation, administration and enforcement of this Agreement and the Subdivision Agreement, including, without limiting the generality of the foregoing, the Town's legal costs and the costs of other consultants (the "Agreement Costs").
- (b) As security to ensure payment of the Agreement Costs by the Developer, the Developer shall pay to the Town, upon execution of this Agreement, a refundable deposit of \$5,000.00 to be used by the Town for the purpose of paying the Agreement Costs. The Developer shall replenish this refundable deposit to its full amount within twenty (20) Business Days of receipt of a Notice providing details of the amounts of the Agreement Costs incurred by the Town and requesting replenishment of this deposit.

PART VII

BUILDING AND PLANNING

7.1 Model Homes

- (a) Building permits may be issued for model homes prior to Final Approval provided that the Developer and the builders comply with the Town's Model Home Policy. This policy requires, among other things, that the lot or block for which the building permit is applied for is zoned accordingly to permit the construction of the model home, including, where applicable, the removal of the holding -h symbol from the zoning by-law and that the Developer and that the builder enter into a Model Home Site Plan

Agreement with the Town, with appropriate security, in a form satisfactory to the Town.

- (b) Where building permits have been issued to permit the construction of model homes, adequate water supply and access for firefighting purposes shall be available to the lot or block at all times during construction and occupancy of such model homes as may be determined in the sole and absolute discretion of the Director.

PART VIIIIX

ADMINISTRATION

8.1 Indemnity

The Developer shall indemnify and save completely harmless the Town and its elected officials, officers, agents, contractors and employees from and against all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly or in any way connected with a breach by the Developer of its obligations under this Agreement.

8.2 Transfer of Lands

In the event the Developer transfers the Lands to a third party prior to execution of the Subdivision Agreement, the Developer shall prior to completing this transfer provide the Town with an agreement from the new owner in a form satisfactory to the Town in which the new owner agrees to be bound by the terms of this Agreement.

8.3 Notices

- (a) Any Notice to be given by the Town to the Developer with respect to this Agreement shall be given in writing and may be mailed by postage prepaid mail, personally delivered or sent by facsimile transmission to the Developer at the Address shown on Schedule "A" or such other address of which the Developer has by Notice notified the Municipal Clerk and any such Notice mailed or delivered shall be deemed good and sufficient Notice under the terms of this Agreement.
- (b) Any Notice to be given by the Developer to the Town with respect to this Agreement shall be given in writing and may be mailed by postage prepaid mail, personally delivered or sent by facsimile transmission to or delivered to:

The Town of The Blue Mountains

26 Bridge Street East,

Box 310, Thornbury, ON, N0H 2P0

**Attention: The Director of Engineering and Public
Works**

Facsimile: (519) 599-3664

or such other address of which the Town has by Notice the Developer and any such Notice mailed or delivered shall be deemed good and sufficient Notice under the terms of this Agreement.

- (c) Any Notice shall be deemed to have been given to and received by the party to which it is addressed;
- (i) if delivered, on the date of delivery;
 - (ii) if mailed, on the fifth day after mailing thereof; or
 - (iii) if faxed, on the date of faxing, as confirmed

8.4 Other Applicable Laws

Nothing in this Agreement shall relieve the Developer from compliance with all applicable municipal by-laws, laws and/or regulations or laws and/or regulations established by any Government Authority.

8.5 Waiver

The failure of the Town at any time to require performance by the Developer of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Town of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Town shall specifically retain its rights at law to enforce this Agreement.

8.6 Extension of Time

Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Developer and the Town, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

8.7 Registration of Agreement

The Parties hereby covenant and agree that this Agreement may be registered upon title to the Lands. The Developer further shall pay all costs associated with the preparation and registration of this Agreement, as well as all other costs incurred by the Town as a result of the registration of any other documents pertaining to this Agreement notwithstanding that such registration may have been solely at the instance of the Town.

8.8 Postponement and Subordination

The Developer covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrances as may be deemed necessary by the Town to postpone and subordinate their interest in the Lands to the interest of the Town to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the mortgagee and/or encumbrancers their interest in the Lands.

8.9 Governing Law

This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

8.10 Successors & Assigns

It is hereby agreed by and between the Parties hereto that this Agreement shall be enforceable by and against the Parties hereto, their heirs, executors,

administrators, successors and assigns and that the Agreement and all the covenants by the Developer herein contained shall run with the Lands.

8.11 No Fettering of Discretion

Despite any other provisions of this Agreement, the Parties hereto agree with each other that none of the provisions of this Agreement (including a provision stating the Parties' intention) is intended to operate, nor shall have the effect of operating in any way to fetter either the Town Council which authorized the execution of this Agreement or any of its successors councils in the exercise of any of Council's discretionary powers, duties or authorities. The Developer hereby acknowledges that it will not obtain any advantageous planning or other consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.

LIST OF SCHEDULES

The following schedules are attached hereto and form part of this Agreement:

"SCHEDULE A" being a description of the Lands;

"SCHEDULE B" being the Phasing Requirements

"SCHEDULE C" being the Financial Contributions and the Recreation Requirements

"SCHEDULE D" being a Description of the Services

"SCHEDULE E" being the DC Prepayments and Prepaid DC Credits

'SCHEDULE F" being a copy of the Town's Policy on commencing work on the Lands

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hand and corporate seals duly attested by the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED

GEORGE H. FLEMING AND ASSOCIATES LTD.

Name
Title
I have authority to bind the corporation

CONDO DEVELOPMENT LTD.

Name
Title
I have authority to bind the corporation

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

Ellen Anderson - Mayor

Stephen Keast - Clerk

SCHEDULE "A"

This Schedule forms part of a Preliminary Subdivision Agreement between George H. Fleming and Associates Ltd, Condo Development Ltd and the Corporation of the Town of The Blue Mountains

1. DESCRIPTION OF THE LANDS

Town of The Blue Mountains (formerly Township of Collingwood), County of Grey, being Part of Lots 22, 23 and 24, Concession 3 described as Parts *** on Reference Plan 16R-****.

2. ADDRESS OF THE DEVELOPER FOR SERVICE**3. OFFICIAL PLAN EXCEPTION DESCRIPTION (Section 13, Exception 50, Part B****Parcel A28 Fleming**

"Development of these properties is also required to provide for looping of waterlines, sanitary sewer servicing and road upgrades to Arrowhead Road, dedication of the Lake Nippissing Shorecliff and the dedication of other Environmental areas to the Town.

In recognition of shorefront lands previously dedicated to the Town as part of previous planning approvals and unused bonus density, the Schedule B unit yields for these lands has been increased by 10 units."

4. DESCRIPTION OF THE DRAFT PLAN

Draft Plan revised August 27, 2009 prepared by D.C. Slade Consultants Inc. DWG. #: 296-99-DP11 – 249 dwelling units

5. BONUS DENSITY

In accordance with the provisions of the Official Plan, the Bonus Density for the Lands is 119 dwelling units

SCHEDULE "B"

This Schedule forms part of a Preliminary Subdivision Agreement between George H. Fleming and Associates Ltd, Condo Development Ltd and the Corporation of the Town of The Blue Mountains

PHASING REQUIREMENTS

The Lands shall be subdivided, developed and serviced in the following three (3) phases:

Phase 1

Lots 1 to 64 and Blocks 107, 109,110, 111, 112,113(W), 116, 120,121,122 and 123 shown on the Draft Plan – 64 Single Family Residential Units.

Phase 2

Lots 65 to 101 and Blocks 102, 103,104, 105, 106, 108, 113(E), 114, 115, 117, 118 and 119 shown on the Draft Plan. - 37 Single Family Residential Units.

Phase 3

Block 113 shown on the Draft Plan – Future Development - 148 Multiple Residential units

SCHEDULE "C"

This Schedule forms part of a Preliminary Subdivision Agreement between George H. Fleming and Associates Ltd, Condo Development Ltd and the Corporation of the Town of The Blue Mountains

FINANCIAL CONTRIBUTIONS, RECREATION AND OTHER REQUIREMENTS**PART 1 – FEES AND CHARGES (Section 6.1)**

1. Administration Fee	\$????
2. Security for Agreement Costs	\$5,000.00

PART 2 - FINANCIAL CONTRIBUTIONS (Section 2.1)

1. Combined EA	\$25,000.00 (Paid)
2. Water Modeling Study	\$13,114
3. Master Drainage Contribution	\$68,909
4. Land Acquisition	\$Nil
5. Other	\$Nil

PART 2 - RECREATION REQUIREMENTS (Section 2.2)**Additional Recreational Lands and/or Facilities – Bonus Density (Section 6.5.3 of the Official Plan) (Section 2.2)**

Shoreline Dedication	Nil
Cash in Lieu of Shoreline Dedication See Note 1	\$140,833.33
Major Recreational Facilities	to be determined
Small Scale Recreational Facilities	Nil
Cash in Lieu of Recreational Facilities	to be determined

Note 1

The first Subdivision Agreement and/or Site Plan Agreement for Phase 3 will require the Developer to make this payment prior to the Town executing the agreement.

PART 3 - OTHER REQUIREMENTS (Section 2.3)**1. Parkland and Money in Lieu Thereof**

The Developer agrees that the Subdivision Agreement for Phase 1 will require the Developer to convey Block 112 for park or other public recreational purposes and to pay money in lieu thereof to satisfy the provisions of section 51.1 of the Planning Act with respect to the parkland requirements for Phases 1, 2 and 3.

SCHEDULE "D"

This Schedule forms part of a Preliminary Subdivision Agreement between George H. Fleming and Associates Ltd, Condo Development Ltd and the Corporation of the Town of The Blue Mountains

SERVICES

DESCRIPTION OF THE SERVICES

Trunk Sanitary Sewer Works on Old Lakeshore Road to connect to sanitary sewer on Arrowhead Road to be designed and installed by the Developer, at the Developer's sole cost, in accordance the Subdivision Agreement for Phase 2.

Intersection Improvements – Arrowhead Road and Highway 26

To be determined

SCHEDULE "E"

This Schedule forms part of a Preliminary Subdivision Agreement between George H. Fleming and Associates Ltd, Condo Development Ltd and the Corporation of the Town of The Blue Mountains

DC PREPAYMENTS AND PREPAID DC CREDITS

PART 1 – DC PREPAYMENTS

"DC Prepayment - General Government service category

\$25,000 – Combined EA

"DC Prepayment - Parks and Recreation service category

Nil

"DC Prepayment -Roads and Related service category

Nil

PART 2 – PREPAID DC CREDITS

"Prepaid DC Credits - General Government service category

Maximum credits \$25,000 (\$100.40 per unit).

"Prepaid DC Credits - Parks and Recreation service category

Nil

"Prepaid DC Credits - Roads and Related service category

Nil

SCHEDULE "F"

This Schedule forms part of a Preliminary Subdivision Agreement between George H. Fleming and Associates Ltd, Condo Development Ltd and the Corporation of the Town of The Blue Mountains

TOWN POLICY ON COMMENCING WORK

POLICY

Subject Title: Processing of Applications for Land Use Approvals

Corporate Policy:	X	Policy Ref. No.:	
Administrative Policy:		By-law No.:	N/A
Department Policy:		Name of Dept.:	N/A
Date Approved:	Nov. 5, 2007	Staff Report:	SRB.07.31
Prepared By: D. Finbow, Director, Building & By-law/Chief Building Official			

Policy Statement(s)

- 1 In the instance of works proceeding in advance of the necessary Land Use Approvals, Town Staff will immediately stop processing any and all associated approval requests, including the preparation of Staff Reports, Agreements, Certificate of Approval Requests and the review of engineering and related drawings.
- 2 Notwithstanding the commencement of works in advance of the necessary Land Use Approvals, Town Staff will process applications to those stages that the municipality is obligated by Provincial Law to proceed to (i.e. proceeding to a public meeting for Official Plan, Rezoning Approvals, Subdivision and Condominium Approvals).
- 3 If works have proceeded in advance of the necessary Land Use Approvals, the Town may retain a solicitor in order to proceed with injunctive relief from the courts to cause the works to stop.
- 4 The Town will prioritize those Land Use Approval applications where the proponent, in particular the Principal(s), is not, or has not been, in violation of this Policy.

Purpose

The Town of The Blue Mountains Strategic Plan identifies the following Goals:

- a. "Managing growth to ensure ongoing health and prosperity of the community."
- b. "Addressing the Town's municipal infrastructure needs."
- c. "Preserving and enhancing natural and environmental features, and cultural heritage of the community."

The purpose of this Policy is to ensure that the Town can fulfill these goals by precluding certain development related works from proceeding in advance of the necessary Land Use Approvals.

Application

This policy applies to all current and future Land Use Approval applications.

Definitions

Land Use Approval(s) - includes, but is not limited to, Pre-Servicing, Subdivision, Condominium and Site Plan Approval.

Works -- includes, but is not limited to, tree clearing, grubbing, alteration of grade, and the commencement of the installation of infrastructure/servicing.

Policy

It is the Town's Policy that:

- 1 In the instance of works proceeding in advance of the necessary Land Use Approvals, Town Staff will immediately stop processing any and all associated approval requests, including the preparation of Staff Reports, Agreements, Certificate of Approval Requests and the review of engineering and related drawings.
- 2 Notwithstanding the commencement of works in advance of the necessary Land Use Approvals, Town Staff will process applications to those stages that the municipality is obligated by Provincial Law to proceed to (i.e. proceeding to a public meeting for Official Plan, Rezoning Approvals, Subdivision and Condominium Approvals).
- 3 If works have proceeded in advance of the necessary Land Use Approvals, the Town may retain a solicitor in order to proceed with injunctive relief from the courts to cause the works to stop.
- 4 The Town will prioritize those Land Use Approval applications where the proponent, in particular the Principal(s), is not, or has not been, in violation of this Policy.

Exclusions

N/A

References and Related Policies

Town of The Blue Mountains Strategic Plan
Planning Act
 Town By-laws
 Town Engineering Standards

Consequences of Non-Compliance

Town Staff will immediately stop processing any and all associated Land Use Approval requests where works have proceeded in advance of the necessary Town Approvals.

Review Cycle

This Policy will be reviewed on a yearly basis by the Senior Management Team.

E.

**OMB CASE FILE NOS: PL030216
O030036
Z05135
S050055**

ONTARIO MUNICIPAL BOARD

G.H. Fleming & Associates and Condo Developments Limited has appealed to the Ontario Municipal Board under subsection 34(22) and subsection 53(19) of the Planning Act, R.S.O. 1990, as amended on the basis of a lack of a decision of the County of Grey and the failure of the Town of The Blue Mountains to make a decision on a related Zoning By-law Amendment Application. The lands subject to each application are located at Part of Lots 22, 23 and 24, Concession 3, in the Town of The Blue Mountains (former Township of Collingwood).

MINUTES OF SETTLEMENT

DRAFT

BETWEEN:

**Niagara Escarpment Commission
(Herein called the "NEC")**

And

**County of Grey
(Herein called the "County")**

And

**Town of The Blue Mountains
(Herein called the "Town")**

And

**G.H. Fleming & Associates
And Condo Developments Limited
(Herein called "Fleming")**

WHEREAS Fleming appealed its applications to amend the Town's Official Plan and Zoning By-law and appealed its applications for approval of a Plan of Subdivision;

AND WHEREAS a portion of Fleming's land is designated Recreation/Residential RR-50 within the Town's Official Plan which identifies an area that can proceed with development;

AND WHEREAS the Town's Official Plan indicates that 47.94 hectares are designated "Recreational Residential" and development can proceed at an overall density of five (5) units per hectare. Further Part B of Exception 50 of the Official Plan permits an additional ten (10) units to be permitted on the subject lands which will allow for a total of 249 residential units. This development can proceed in compliance with the "Recreational Residential RR-50" designation without further amendment to the Official Plan.

AND WHEREAS the parties hereto have an interest in this matter and wish set out in Minutes of Settlement the manner in which these appeals can be resolved and their respective interests satisfied.

BE IT RESOLVED THAT IN CONSIDERATION of the sum of Two (\$2.00) Dollars paid by each of the parties to the other, the receipt and adequacy of which is hereby acknowledged, the resolution of all matters relating to the Appeals, the Parties covenant and agree as follows:

1. All Attachments form an operative part of these Minutes of Settlement.
2. The Appeal of the Official Plan shall be withdrawn based upon replacing Schedule "B" – Maximum Unit Yields – Town of The Blue Mountains Official Plan Service District "1" Craighleith with the Schedule within Attachment "A" which permits 239 units plus 10 additional units on property A28a and A28b.
3. The Parties agree and acknowledge that growth and settlement and servicing issues as required by Subsection 50 of Section 13 of the Town of The Blue Mountains Official Plan have been resolved between Fleming, the Town and the County as outlined with in Attachment "B" (Pre-Development Agreement).
4. The Zoning By-law shall be amended in the form found in Attachment "C" to these Minutes which include special setbacks from the Georgian Trail and the Nipissing Ridge.
5. The Draft Plan of Subdivision prepared by D.C. Slade Consultants Inc. dated ~~October 16th~~, 2009 and the Draft Plan Conditions are found as

DEC 18, 2009

Attachment "D" to these Minutes of Settlement. The Draft Plan of Subdivision and Conditions of Approval are satisfactory to all parties.

6. No Party will seek costs in these proceedings.
7. The Planner for the Town has provided a planning opinion (in affidavit form) and attached as Attachment "E" to the Ontario Municipal Board confirming these Minutes of Settlement are in conformity with the relevant planning documents, consistent with the Provincial Policy Statement and good planning principles. The same will also be provided orally if so requested by the Board.
8. Subject to compliance with all provisions of these Minutes of Settlement, the parties request the Ontario Municipal Board to approve these Minutes of Settlement, and to dismiss the Appeal of Fleming.

The parties hereto sign these Minutes of Settlement made as of the _____ day of _____, ~~2009~~ 2010 to evidence their agreement to same.

IN WITNESS WHEREOF the parties have executed these Minutes of Settlement by the NEC, the County, the Town and Fleming attested by the hands of their respective officers duly authorized in that behalf.

Niagara Escarpment Commission

Per: _____

County of Grey

Per: _____

Town of The Blue Mountains

Per: _____

**G.H. Fleming & Associates and Condo
Developments Limited**

Per: _____