

Ontario Land Tribunal
Tribunal ontarien de l'aménagement
du territoire



ISSUE DATE: May 15, 2025

CASE NO.: OLT-24-000406

PROCEEDING COMMENCED UNDER subsection 34(19) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant:	Larry Dunn
Subject:	By-law No. 2024-14
Description:	To permit the amendment of Zoning By-law 2018-65
Reference Number:	P3359
Property Address:	516681 7th Line
Municipality/UT:	The Blue Mountains/ County of Grey
OLT Case No.:	OLT-24-000406
OLT Lead Case No.:	OLT-24-000406
OLT Case Name:	Larry Dunn v. The Blue Mountains (Town) et al

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

Applicant and Appellant:	Larry Dunn
Subject:	Proposed Plan of Subdivision – Failure of Approval Authority to make a decision
Description:	To permit the development of the lands for a 22 residential unit draft plan of vacant land condominium
Reference Number:	42CDM-2023-05
Property Address:	516681 7th Line
Municipality/UT:	The Blue Mountains/ County of Grey
OLT Case No.:	OLT-24-000799
OLT Lead Case No.:	OLT-24-000406

BEFORE:

S. BOBKA) Tuesday, the 6th
 MEMBER)
) day of May, 2025

THIS MATTER, in respect of the lands at 516681 7th Line in the Town of Blue Mountains, having come for a public hearing on April 22, 2025, before the Ontario Land Tribunal (the “Tribunal”); and

THE TRIBUNAL having been advised by the Parties on February 21, 2025, that a full uncontested settlement had been reached, on consent, by Larry Dunn (the “Applicant” / “Appellant”), the County of Grey (the “County”), and the Town of The Blue Mountains (the “Town”);

AND THE TRIBUNAL, having been provided by Affidavit, submitted on consent of the Parties, a written Witness Statement from Colin Travis, a Member of the Canadian Institute of Planners and a Registered Professional Planner with the Ontario Professional Planners Institute, whom the Tribunal qualified to provide expert opinion evidence in land use planning;

AND THE TRIBUNAL having considered the written materials filed, and the uncontroverted expert opinion evidence of Mr. Travis, and having accepted those opinions, is satisfied that the Settlement as presented: has regard to those applicable matters of provincial interest found in Section 2 of the *Planning Act*; is consistent with the Provincial Planning Statement 2024; conforms to the County Official Plan and the Town Official Plan; conforms to the Niagara Escarpment; and represents good planning in the public interest;

AND THE TRIBUNAL having found that the proposed instruments will contribute to the provision of a range of housing options in a settlement area, represent an efficient use of municipal infrastructure, including water and sewage services, and feature appropriate management of stormwater management systems. And that, the proposal is compatible, appropriate, desirable, represents good planning and is in the public interest;

NOW THEREFORE

THE TRIBUNAL ORDERS THAT the appeals are allowed, in part, and:

- a) The Zoning By-law Amendment is hereby approved as set out in **Attachment 1** to this Final Order;
- b) The Draft Plan of Vacant Land Condominium is also hereby approved as set out in **Attachment 2** to this Final Order; and,
- c) The approval of the Draft Plan of Vacant Land Condominium is subject to the Draft Plan Conditions set out in **Attachment 3** to this Final Order;

AND THE TRIBUNAL ORDERS that pursuant to Subsections 51(56.1) and 51(58) of the *Planning Act*, the County of Grey shall have the authority to clear the Draft Plan Conditions set out in **Attachment 3** and to administer final approval of the Draft Plan of Vacant Land Condominium set out in **Attachment 2**.

The Tribunal may be spoken to in the event any matter arises in connection with the implementation of this Order.

“Euken Lui”

EUKEN LUI
ACTING REGISTRAR

Ontario Land Tribunal

Website: olt.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248

The Conservation Review Board, the Environmental Review Tribunal, the Local Planning Appeal Tribunal and the Mining and Lands Tribunal are amalgamated and continued as the Ontario Land Tribunal (“Tribunal”). Any reference to the preceding tribunals or the former Ontario Municipal Board is deemed to be a reference to the Tribunal.

Attachment 1

Georgian Bay Club Enclave (Dunn Capital Corporation)
ROLL# 424200001100901

The Corporation of the Town of The Blue Mountains

By-Law Number 2024 –

Being a By-law to amend Zoning By-law No. 2018-65 which may be cited as "The Blue Mountains Zoning By-law"

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. 2018-65;

And Whereas pursuant to the provisions of Section 34 and 36 of the Planning Act, R.S.O. 1990, c. P.13, the By-law may be amended by Council of the Municipality;

Now Therefore Council of The Corporation of the Town of The Blue Mountains hereby enacts as follows:

1. That Schedule 'A' to The Blue Mountains Zoning By-law 2018-65 is hereby amended by rezoning the lands described as Concession 7 Part Lot26 Register Plan 16R3261 Part 1, municipally known as 516681 7th Line from the Development 'D' Zone to the Residential One Exception 'R1-1-147-h45' Zone and Open Space 'OS' Zone in accordance with Schedule 'A-1' to this By-law;
2. That Table 9.1 – Exceptions is amended by adding the following Exceptions as follows:

Exception Number	Zone	Special Provisions
144	R1-1-147-h45	<p>For these lands the following shall apply:</p> <ol style="list-style-type: none"> 1) In addition to permitted uses under R1-1 semi-detached dwellings shall also be permitted 2) A minimum 3 m landscape strip shall be required from the rear property line. 3) A minimum 4.5 m landscape strip shall be required from the rear property line of those lots adjacent to 7th Line. 4) Maximum 340 m² impervious surface (driveway and building foot print) per lot, subject to revision based on detailed engineering in consultation with the Grey Sauble Conservation Authority. <p>Landscape strip shall mean a continuous row of trees and/or hedgerow of evergreens, bushes and shrubs comprised of native species, retained vegetation and enhancement plantings and/or naturalized plantings arranged so as to form a dense and opaque screen or barrier to the satisfaction of the Town of The Blue Mountains.</p>

Georgian Bay Club Enclave (Dunn Capital Corporation)
ROLL# 424200001100901

That Table 10.1 – Site-specific Holding Provisions is amended by adding the following Holding Provision as follows:

Georgian Bay Club Enclave (Dunn Capital Corporation)
ROLL# 424200001100901

Holding Number	Zone	Special Provisions
h45	R1-1-147-h45	<p>The Holding (h45) provision applies to the entirety of the lands.</p> <p>The Holding (h45) provision shall not be removed from these lands, and no development shall occur, until all of the following has been completed to the satisfaction of the Town and related authorities as applicable including County of Grey, Grey Sauble Conservation Authority, Niagara Escarpment Commission and others as set out below and/or as required:</p> <ol style="list-style-type: none"> 1) Execution of a Vacant Land Condominium Agreement. 2) Registration of a Plan of Vacant Land Condominium. 3) Registration of a Condominium declaration demonstrating unit owner access to/over walkways and recreational facilities including but not limited to Condominium Corporation GSCC 105 and the Georgian Bay Club to the satisfaction of the Town of The Blue Mountains. 4) Registration of easements to the satisfaction of the Town of the Blue Mountains, the County of Grey and Grey Sauble Conservation Authority over Condominium Corporation GSCC 105, Georgian Bay Golf Club lands and any other lands as required to: <ul style="list-style-type: none"> • establish access to a public street, • allow use of services and or easements over services, • secure conveyance to and use of stormwater facilities; • secure unit owner access to/over walkways and recreational facilities; and, • provide for any other easements as may be required. 5) Confirmation and allocation of Municipal Water and Sanitary Sewage Treatment and conveyance capacity to the satisfaction of the Town of The Blue Mountains and the County of Grey. 6) Demonstration that the receiving stormwater pond has sufficient capacity to receive flows from the subject lands, the outfall is appropriately designed, conveyance and storage is secured and all tenured appropriately to the satisfaction of the Town of The Blue Mountains, County of Grey, and Grey Sauble Conservation Authority. 7) Submission of an addendum Environmental Impact Study and Tree Inventory and Protection Plan including compensation as required and landscaping plan and coordinated implementation plan to the satisfaction of the Town of The Blue Mountains, County of Grey and Niagara Escarpment Commission. 8) Prior to fulfillment of any of the Holding provisions confirmation is required that the subject zoning, any draft plan of subdivision/condominium and any development on these lands does not conflict with the Niagara Escarpment Plan, which shall occur in consultation with the Niagara Escarpment Commission.

Georgian Bay Club Enclave (Dunn Capital Corporation)
ROLL# 424200001100901

3. That Schedule 'A-1' is 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 ____ day of _____, 2024

Andrea Matrosovs, Mayor

Corrina Giles, Clerk

I hereby certify that the foregoing is a true copy of By-law No. 2024-____ as enacted by the Council of The Corporation of the Town of The Blue Mountains on the ____ day of _____, 2024.

Dated at the Town of The Blue Mountains, this ____ day of _____, 2024.




Corrina Giles, Clerk

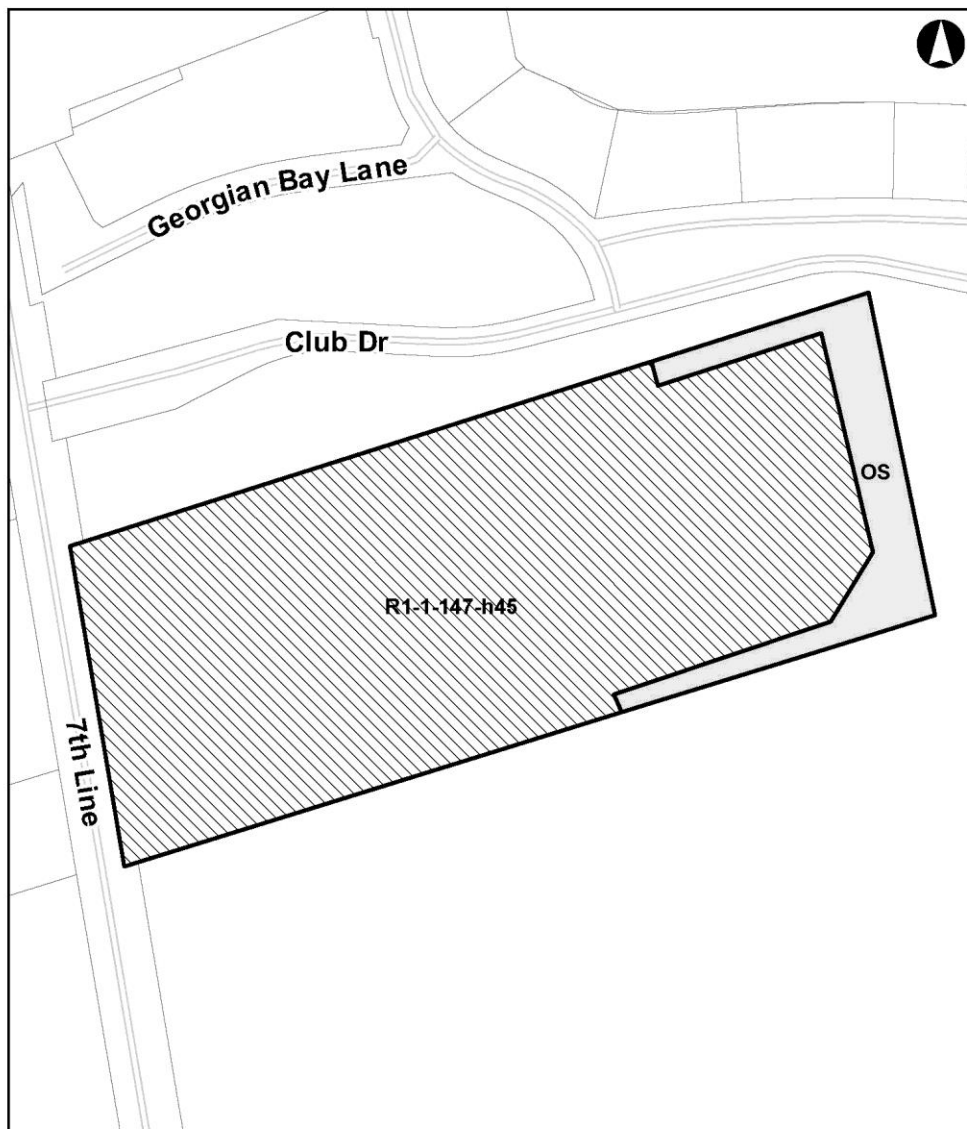
Town of The Blue Mountains

Schedule 'A-1'

By-Law No. _____

Legend

-  Subject Lands of this Amendment
-  Area To Be Rezoned From D to OS
-  Area To Be Rezoned From D to R1-1-147-h45



ATTACHMENT 2

Attachment 2



DRAFT PLAN OF VACANT LAND CONDOMINIUM

PART LOT 26, CONCESSION 7, PART 1,
PLAN 16R-3261
TOWN OF BLUE MOUNTAINS
COUNTY OF GREY

AUGUST 1, 2023



ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51
(17) OF THE PLANNING ACT, R.S.O., 1990

- (1) AS SHOWN
- (2) AS SHOWN
- (3) THE LAND IS TO BE USED ACCORDING TO THE SCHEDULE OF LAND USE
- (4) AS SHOWN
- (5) AS SHOWN
- (6) AS SHOWN
- (7) MUNICIPAL WATER SUPPLY TO BE MADE AVAILABLE
- (8) SOIL IS SUITABLE TO SOILY SAND
- (9) SITEWASTE MANAGEMENT & FUNCTIONAL SERVICES REPORT, TOWN ENGINEERING
- (10) MUNICIPAL SERVICES TO BE MADE AVAILABLE
- (11) NONE

SCHEDULE "A" LAND USE

UNIT	LAND USE	Area (ha)
1-28	RESIDENTIAL	3.7ha
COMMON ELEMENTS	LAND USE	AREA (ha)
STREET "A"	ROADWAY	0.6ha
COMMON ELEMENT	OPEN SPACE	0.8ha

LANDS NOT SUBJECT TO DRAFT PLAN OF CONDOMINIUM

ROAD RIGHT-OF-WAY	TO BE DESCRIBED BY REFERENCE TO AN AND CONVERTED TO TOWN OF BLUE MOUNTAINS PRELIMINARY PLAN	0.8ha
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SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAN AND I AM Satisfied AS TO THE ACCURACY OF THE PLAN AND I HAVE RELIANCE UPON THE ADJACENT LANDS AND DISTANCES SHOWN.

PLANNING ACT, R.S.O., 1990, SECTION 51(17) (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100)

OWNERS' AUTHORIZATION

WE, THE UNDERSIGNED BEING THE REGISTERED OWNERS OF THE SUBJECT LANDS HEREBY AUTHORIZE THE TOWN OF BLUE MOUNTAINS TO PREPARE AND SUBMIT THE DRAFT PLAN OF CONDOMINIUM TO THE COUNCIL OF GREY FOR APPROVAL.

DATE: _____

ATTACHMENT 3

Attachment 3

CONDITIONS OF APPROVAL DRAFT PLAN OF VACANT LAND CONDOMINIUM

CON 7 PART LOT 26 RP 16R3261 PART 1

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

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

3.	<p>Requirement to Enter into Condominium Agreement</p> <p>That the Owner agrees, prior to final approval, to enter into and execute a Vacant Land Condominium Agreement in accordance with these Draft Plan Conditions, to be registered on title, to satisfy all requirements, financial, servicing and otherwise, of the Town of The Blue Mountains including, but not limited to, landscaping and the installation of municipal services, and other requirements of the Town of The Blue Mountains ("the Town") and the County of Grey ("the County"), as well as any statutory requirements of other government authorities, including the payment of all applicable Town and County development charges in accordance with the applicable Development Charges By-law.</p>	
4.	<p>Headings</p> <p>That the Owner agrees that the headings inserted in these draft plan conditions are inserted for convenience only and shall not be used as a means of interpreting these draft plan conditions.</p>	
5.	<p>Agreement and Approval Requirements</p> <p>That the Owner shall enter into development and other necessary agreements or obtain necessary approvals, satisfactory to the Town or any other appropriate authority before any development or site alteration within the plan including but not limited to filling, grading, removing trees and/or topsoil, installing any works, or constructing any buildings or structures. These Agreements may deal with matters including but not limited to the following:</p> <ul style="list-style-type: none"> i. Engineering works which include but are not limited to: <ul style="list-style-type: none"> a) Municipal water, sanitary sewer services; b) Professional services including preparation of reports, plans, inspections, certifications and approval; c) Drainage, stormwater management; d) Storm sewers and infiltration galleries; e) Road and intersection construction; ii. Securities, cash contributions, development charges; iii. Emergency services; iv. Land dedications and easements, reserves; v. Hydro, Street Lighting, Natural Gas and Telecommunication Utilities; vi. Architectural Control; vii. Grading and sodding; viii. Fencing & Landscaping; ix. Trails/walkways; x. Fire Break Plan, if required; xi. Construction Implementation and/or Mitigation Measures; xii. Warning clauses, signed entry features and safety 	

	hoarding; xiii. Public notification, signage and minimum notice periods. xiv. Tree retention, protection, compensation, enhancement plantings, the details of which may indicated in correspondence from appropriate commenting agencies and/or departments.	
6.	<p>Requirement to Complete Reports Studies etc. That the Owner agrees that where a condition of approval requires the preparation of a report, study, or plan, the Owner shall:</p> <p>a) Carry out, or cause to be carried out, the study, report or plan, at the Owner's expense, prior to the registration of the Plan, except in those circumstances that may be specifically authorized by the approving agency(s).</p> <p>b) Carry out, or cause to be carried out, the recommendation(s) or work(s) prescribed in the approved study, report, or plan, prior to the registration of the plan, except in those circumstances that may be specifically authorized by the approving agency(s).</p> <p>c) Prior to the registration of the Plan, except in those circumstances that may be specifically authorized by the approving agency(s), pay for any peer review of any required reports and drawings by an appropriate third party professional, to the satisfaction of the Town.</p>	
7.	<p>Standard of Works and Requirement to Enter Agreements as Required by Town and County</p> <p>The Owner shall agree in the Condominium Agreement that all of the works required by the Town, the County, other government authorities and utility providers for the development and servicing of the lands shall be designed and installed in accordance with the Town's Engineering Standards, and Provincial & Federal Guidelines & Standards, that are in effect at the date of execution of the Condominium Agreement to the satisfaction of the Town. Where compliance with Town Engineering Standards necessitates offsite works, (i.e. water distribution, sanitary sewer, or stormwater management system upgrades) the owner shall enter into agreements with the Town and/or the County to implement or enter into costs sharing agreements for the requisite offsite works, to the satisfaction of the Town.</p>	
8.	<p>Zoning in Effect</p> <p>That prior to final approval by the County, appropriate zoning is in effect for this proposed condominium that conforms to the County of Grey Official Plan and the Town of The Blue Mountains Official Plan.</p>	

9.	Holding Provisions and Changes to Zoning By-law and Draft Plan Conditions The Owner acknowledges and agrees that: <ul style="list-style-type: none"> • this Draft Approval applies to all lands described under Section 1 to these conditions; • the Owner shall not to request the removal of the Holding (H) Provision until such time that Holding provisions of the Zone have been fulfilled in their entirety. • and that, in the event any of the Holding provisions cannot be met without requiring changes to the Zoning By-law and/or Draft Plan of Vacant Land Condominium and Conditions of Approval, the Owner agrees to file the necessary Planning Act applications subject to municipal and agency requirements at their expense and gain required approvals. 	
10.	Niagara Escarpment Plan The Owner acknowledges and agrees that, prior to the fulfillment of any conditions, confirmation be provided from the Niagara Escarpment Commission that the subject zoning, any draft plan of subdivision/condominium and any development on these lands does not conflict with the Niagara Escarpment Plan to the satisfaction of the Town and County.	NEC
11.	No Pre-sales Agreement The Owner acknowledges and agrees that they shall enter into a no pre-sales agreement which prevents pre-sales and not to offer lots/units for pre-sale pending clearance of Draft Plan Condition 9 and confirmation that access easements have been secured consistent with Condition 23 to the satisfaction of the County and the Town.	NEC
12.	Servicing Grading and Road Requirements	
13.	Comprehensive Servicing Analysis/Availability and Allocation of Services That the Owner agrees that prior to entering into a pre-servicing and/or condominium agreement a Comprehensive Servicing Analysis and Site Servicing Plan will be prepared and submitted to show how the Development intends to be fully serviced with municipal sewer and water from the Town's system to the satisfaction of the Town.	

14.	<p>Detailed Engineering and Drainage Report re: Stormwater Management</p> <p>That prior to execution of a Pre-Servicing Agreement or Condominium Agreement, a detailed engineering, drainage, and stormwater management report and plans and site grading that addresses <u>among other things, site conditions within the wetland areas</u> will be provided which describes the stormwater drainage system for the proposed development on the subject lands to the satisfaction of the Town, in consultation with the Grey Sauble Conservation Authority.</p> <p>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 and address conditions within the site.</p>	
15.	<p>Availability and allocation of services</p> <p>That prior to final approval and registration of the Plan, the Town shall provide confirmation that there is sufficient water and sanitary capacity available and allocated to service the entire plan of condominium, based on actual usage, as determined by the Town's monitoring of water flows and sanitary sewer flows to the satisfaction of the Town.</p>	
16.	<p>Confirmation and Allocation of Water & Wastewater Treatment Plant and Conveyance Capacity</p> <p>The Owner acknowledges and agrees that this Draft Plan Approval does not constitute a commitment by the Town to provide servicing access to the Town's water or wastewater treatment plants or allocation of associated built capacity. Prior to execution of a Pre- Servicing Agreement and/or Condominium Agreement with the Town, sufficient water and sanitary sewer capacity shall be confirmed as available and allocated by the Town.</p>	
17.	<p>Lot Frontage Area and Site Specific Info</p> <p>That the Owner agrees, prior to final approval, to provide lot frontage, area, and site specific information as necessary to ensure that all lots and blocks conform to the Zoning By-law.</p>	
18.	<p>Street Naming</p> <p>That the Owner agrees that all streets included in the plan of condominium shall be addressed and named to the satisfaction of the Town of The Blue Mountains with naming priority based on the approved Council list and shall be constructed to the Town or approved standards at the time of registration.</p>	
19.	<p>Condominium Agreement – Installations and Connections to Water/Wastewater Infrastructure</p> <p>That the Owner shall agree in the Condominium Agreement to provide for all necessary installations and connections to any existing municipal storm drainage, sanitary sewer collection and water servicing systems to service the proposed development, to the satisfaction of the Town.</p>	

20.	<p>Ontario Building Code and Engineering Standards That the Condominium Agreement shall contain specific clauses related to the required Ontario Building Code / Engineering Standards, as applicable, of the Town and County of Grey including but not limited to the following:</p> <ul style="list-style-type: none"> 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 Condominium Agreement shall also require that all external lighting, including street lighting, be dark-sky compliant. 	
21.	<p>Road Widening That the Condominium Agreement between the Owner and the Town provide for the dedication of a 3 metre 7th Line road widening (Block) to be conveyed to the Town without monetary consideration and free and clear of all encumbrances and that these lands be conveyed at the Town's option, and the Town may require the Owner to make such dedication as part of the Town's inhibiting order arising from final registration. The dedication and the timing of same is to be to the satisfaction of the Town.</p>	
22.	<p>Public Land Conveyance That the Owner agrees to grant all easements or blocks as required, free and clear of any encumbrances, to the Town or other appropriate authority.</p>	
23.	<p>Easements The Owner acknowledges and agrees that confirmation of easements over adjacent condominium corporation GSCC 105 and the Georgian Bay Club are required as appropriate for all required infrastructure dependencies including but not limited to access to a public street, access over walkways and to facilities unless otherwise secured, conveyance of stormwater to storm pond and from stormwater pond to discharge, stormwater pond use, water and wastewater services use and maintenance and shall be in place prior to entering a pre-servicing or condominium agreement to the satisfaction of the Town.</p>	
24.	<p>Temporary Works That the Owner agrees to construct all works, which must be considered temporary to facilitate the development of the subject property. These works may include, but are not limited to; emergency access, temporary cul-de-sacs, erosion protection, tree protection and stormwater facilities.</p>	

25.	Retaining Walls That the Owner agrees that, unless otherwise shown on the approved engineering drawings, all retaining walls shall be constructed entirely on private property. The Owner further agrees to notify any purchaser and to register on title warning clauses advising purchaser that they are responsible for the cost and maintenance of the retaining walls and that they will require permits from both the Town any works related to the retaining walls.	
26.	Temporary Construction Access That the Owner agrees and acknowledges that a suitable temporary construction access road be provided to direct development construction activity away from Club Drive and that all required approvals be applied for from the Town and gained. This temporary access is subject to required permit approval and is to be constructed to the satisfaction of the Town. The Condominium Agreement will provide for the timing of the closure and decommissioning of this temporary road access.	
27.	Construction Fence and Tree Protection That the Owner agrees to install the temporary construction fence (along the perimeter of the development) and the required tree protection prior to commencing any on-site works. The details and the location of the temporary construction fencing and tree protection fencing shall be clearly shown on the approved Erosion and Sediment Protection drawing submitted to the Town as part of the engineering submission. It is the Town expectation that all temporary construction fencing and tree protection will be inspected and document by the Owner's Engineer on a weekly basis and that all deficiencies noted are repaired within a minimum 2 calendar days of the date of inspection and that such performance measures are available for review within 24 hours on request by the Town.	
28.	Functional Servicing Report That the Owner agrees to complete the functional servicing report in accordance with approved terms of reference to the satisfaction of the Town.	
29.	Traffic Study That the Owner agrees to complete the Traffic Impact Study in accordance with approved terms of reference to the satisfaction of the Town.	

30.	<p>Sediment, Erosion and Mud Tracking</p> <p>That the Owner agrees to have prepared by their Engineer and have implemented by their contractor an Erosion and Sediment Control Plan. This plan will address items such as, but not limited to, mud tracking prevention, temporary storm water management (Quantity and Quality), sediment control, erosion prevention, regular inspection and documentation by the Engineer, immediate repairs to deficiencies, tree preservation, temporary perimeter construction fencing and shall address all phases and stages of construction.</p> <p>It is the Town's expectation that the engineer shall, at a minimum, provide weekly inspection of the implemented design and, as required, recommend modification to the plan to suit the site condition and time of year. The monitoring by the Owner's Engineer shall continue through the home building stage of construction and shall only terminate once the site has been stabilized to the Town's satisfaction. All deficiencies noted during any inspection shall be recorded and rectified within two calendar days and be available and provided to the Town on request within 24 hours.</p> <p>That the Owner further agrees to stabilize all disturbed soil within 30 days of being disturbed, control all noxious weeds and maintain ground cover, to the satisfaction of Town. Through the condominium agreement and/or site alteration permit the Owner shall provide sufficient securities to the satisfaction of the Town to ensure the maintenance of this plan including the required regular inspection by the Engineer.</p>	
31.	<p>Topsoil</p> <p>That the engineer shall submit a plan calculating the total amount of topsoil required for site restoration including all road, allowance, open space, storm water management blocks and lots plus 10% and shall identify stockpile location within the site complete with appropriate erosion and sediment control to satisfaction of the Town. It is the Town's expectation that all surplus debris and topsoil shall be removed from the site prior to the commencement of home construction.</p>	
32.	<p>0.3 m Reserves</p> <p>That the Owner agrees to provide 0.3 m reserves, as required where applicable by the Town.</p>	
33.	<p>Timing of Completion of Works</p> <p>That the Owner agrees that time is of the essence in the completion of site works as set out in the construction schedule and that failing completion of on or off site works in a timely manner as determined by the Town, securities may be drawn by the Town to complete or secure those works including but not limited to providing contractor payment from the project securities and that any amounts drawn from project securities for such implementation are to be replaced within 30 days.</p>	

34.	Construction of Grading Drainage and Servicing That the Owner agrees to have, prepared and submitted, designed and constructed all grading, drainage and servicing to the satisfaction of Town.	
35.	Construction of Rough Grading That the Owner agrees to construct all rough grading and associated works, as deemed necessary by the Town and/or as indicated on the engineering drawings, prior to the issuance of any Building Permits.	
36.	Utilities	
37.	Composite Utility Plan The Owner, in consultation with the applicable utilities and Communications Service Providers and the Town, shall prepare an overall utility distribution plan that shows the locations of all utility infrastructure for the condominium, as well as the timing and phasing of the installation	
38.	Relocation of Utilities That the Condominium Agreement include a clause requiring that the Owner agrees to relocate any existing utilities, as required, as a result of the subject development at the sole expense of the Owner.	
39.	Easements re: Utilities and Canada Post That the Owner shall grant all necessary easements and/or blocks and/or enter into agreement for drainage, utility and servicing purposes, including CRTC- licensed telephone and broadcasting distribution, as may be required, to the appropriate agency or public authority.	
40.	Vegetation, Fencing and Streetscape Requirements	
41.	Environmental Impact Study Addendum That the Owner agrees to submit responses to outstanding questions identified in the circulation process with regard to the Environmental Impact Study (Cambium) and gain final approval of the Environmental Impact Study as required in concert with the requirement to demonstrate that the subject draft plan of condominium is not in conflict with the Niagara Escarpment Plan to the satisfaction of the Town, and the County, in consultation with the Niagara Escarpment Commission.	NEC
42.	Tree preservation, retention and protection plan That the Owner agrees to complete a tree preservation/retention/protection plan by a qualified professional, Environmental Consultant, Landscape Architect or Arborist which identifies existing trees and other vegetation and means of protection, restoration, enhancement, and compensation through appropriate plantings or other measures including edge management, to the satisfaction of Town and County. This plan shall be implemented in the design and construction phases of the development. The Terms of Reference for this plan must be approved by the Town and County prior to the plan being prepared. The plan must be	NEC

	submitted and approved prior to finalization of the Engineering Drawings. The plan shall be approved prior to any on-site works being undertaken in accordance with an approved terms of reference to the satisfaction of the County, and the Town, in consultation with the Niagara Escarpment Commission.	
43.	Tree Compensation That the Owner agrees that any tree that cannot be retained through the tree preservation/retention/protection plan be compensated for through a tree replanting plan to the satisfaction of the County and Municipality and that all trees not retained by the tree retention plan must be replanted at a 2:1 compensation ratio to the satisfaction of the Town and the County. General landscape plantings for streetscape will not be considered compensation.	
44.	Edge Management Plan The owner agrees to have prepared by a qualified ecologist and submitted to the Town for approval, prior to any on-site works being undertaken, an Edge Management Plan as noted in condition 43 above in coordination with the Environmental Impact Study, Tree Inventory and Protection Plan, Landscape Analysis and Landscape Plan, which shall address the development limit of the subject area, mitigative works and to identify and specify approaches for restoration/enhancement of open lands, retained woodlands/treed areas, the Open Space block and adjacent lands. The Edge Management Plan shall also address removal of hazard trees within these areas and identify opportunities for enhancement plantings to be coordinated with the landscape plan for implementation in the design and construction phases of development. The Edge Management Plan shall be approved to the satisfaction of the Town and County in consultation with the Niagara Escarpment Commission.	NEC
45.	Snow Storage That the Owner agrees to include provisions for snow storage within common elements of the condominium plan and/or otherwise address related matters as required to the satisfaction of the Town.	
46.	Landscape Plan That the Owner agrees to provide a landscape plan to the satisfaction of the Town and County in consultation with the Niagara Escarpment Commission prior to final approval.	NEC
47.	Coordination of Landscape Analysis, Landscape Plan, Environmental Impact Study, and Tree Inventory and Protection Plan and Landscape Plan That the Owner agrees that the preparation of Landscape Analysis, Landscape Plan, Environmental Impact Study, and Tree Inventory and Protection Plan and Landscape Plan submissions and their implementation will be coordinated and that a document be prepared summarizing the interrelationship of these documents, their purpose and effect	

	and implementation within the subject lands to the satisfaction of the Town and County in consultation with the Niagara Escarpment Commission..	
48.	Protective Measures re: Landscape Strip, Tree retention and Enhancement plantings That prior to final approval, the Owner agrees to protective measures for all lots including landscape strip enhancement plantings and tree retention for the purposes of ensuring that existing and/or enhancement vegetation is retained to the satisfaction of the Town.	
49.	Urban Design Guidelines That the Owner agrees to provide Urban Design and Architectural Control Guidelines prepared by a qualified Architect/Landscape Architect prior to registration and to the satisfaction of Town.	
50.	Native Plant Species That the Owner agrees to provide for Saugeen Ojibway Nation the native plant species list to be used for revegetation and habitat enhancement, for review and modification if necessary to the satisfaction of the Town in consultation with the Saugeen Ojibway Nation.	
51.	Park and Open Space Requirements	
52.	Cash In Lieu That the Owner agrees to provide cash-in-lieu of parkland at a rate of five per cent of the total development area pursuant to the requirements of the Planning Act based on appraisal of the subject lands to the satisfaction of the Town.	
53.	7th Line Trail That the Owner shall provide a cash contribution to the costs of trail construction of the 7th Line trail to the satisfaction of the Town.	
54.	Walkway and Facility Access That the Owner shall provide confirmation by way of the draft condominium plan, declaration and any required easements that unit owners of the subject condominium lots are required to be members of the Golf Course and also that they have access to walkways and facilities throughout the adjacent condominium and golf course lands.	

55.	Open Space Buffer That the Owner agrees the Open Space lands on the subject lands shall be held in the Open Space Zone and that building shall not be permitted in this designation, trees shall be retained and enhanced in accordance with associated approved recommendations of the Tree Inventory and Protection Plan, Landscape Plan, Landscape Analysis and any addenda to the Environmental Impact Study and that the lands do not constitute an exemption for the purposes of calculating cash in lieu.	
56.	Miscellaneous	
57.	Development Communications Plan That prior to execution of any Condominium Agreement, the Owner shall submit a Development Communications Plan for review and approval by the Town. The Development Communications Plan shall inform the Town and area residents of Significant Site activities and include: <ul style="list-style-type: none"> i. Installation of a Project Notification Sign, 1.2 m x 2.4 m minimum, to Town template, at each construction access to the Lands and visually obvious to the public, at least two (2) weeks before the construction start date, and maintained for full duration of construction. ii. Notification of the construction project to property owners as deemed appropriate in consultation with Development Engineering via hand/mail delivery. iii. Schedules of intended site activities updated routinely. (typically, weekly to bi-weekly). iv. A minimum of two (2) weeks' notice following Town approval and prior to commencement of: <ul style="list-style-type: none"> a. Significant site activities including such as site alteration works as tree clearing & grubbing, commencement of site servicing/grading, placement of asphalt, concrete curbs and sidewalk, and landscaping, and/or Off-site works on Town Owned Lands/Roads following receipt of a Municipal Land Use Permit (MLUP). 	
58.	Archaeology That prior to final approval and registration, the Owner shall obtain a letter from the Ministry of Heritage, Sport, Tourism and Culture Industries, that the Archaeological Assessment has been entered into the Ontario Public Register of Archaeological Reports.	
59.	Warning Clauses: That the Owner agrees to include in the Condominium Agreement Notice and Warning Clauses to be added to all pre-sales contracts and purchase and sale agreements as follows and advise in pre-sales packages and marketing information: <p>Golf Course Owners and prospective purchasers shall be advised that they have purchased a development in proximity to a Golf Course</p>	

	<p>and may be subject to related impacts of golf course operations.</p> <p>Acceptance of Infrastructure Owners and prospective purchasers shall be advised that surface and subsurface infrastructure i.e. roads, sidewalks, streetlights, stormwater and drainage infrastructure including but not limited to pipes, ponds, conveyance, water and wastewater infrastructure is owned as a common element of the condominium and the maintenance and management of this and any other privately owned infrastructure is the responsibility solely of the subject condominium corporation and/or by agreement with the any other condominium corporation or entity with shared ownership responsibility.</p> <p>Model homes Owners and prospective purchasers shall be advised that model homes may be permitted on the subject lands and that the location and term of operation during which model homes are in operation may be prolonged and that during the term of operation they operate, in part, as sales centres during which higher volumes of traffic and other similar operating characteristics can be expected.</p> <p>Active Construction Owners and prospective purchasers shall be advised that the construction activity within the subject lands may be ongoing until all lots have been developed and that the duration of construction is unknown and any construction is subject to the Development Communications Plan agreed to by the Developer.</p> <p>On-lot Landscape Strips/Buffers/Retained Trees Owners and prospective purchasers shall be advised that on-lot retained, replanted and enhancement vegetation as set out in the Landscaping Plan is the subject of an agreement with the Town and therefore protected under the terms of the Tree Protection By-law, portions of the vegetative buffer are designated as a landscape strip under the Zoning By-law in which no development is permitted and trees are to be retained.</p> <p>Open Space Block Owners and prospective purchasers of lands adjacent to designated Open Space Block shall be provided with information regarding the function of this block as both a required buffer to the golf course and an ecological buffer to Butternuts along with information on the endangered status of this species.</p> <p>Water and Wastewater Treatment and Conveyance System Capacity Owners and prospective purchasers shall be advised that, until confirmed, servicing the subject lands is dependent upon</p>	
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	<p>confirmation of availability and allocation of water and wastewater system capacity.</p> <p>Impervious Development Area Owners and prospective purchasers shall be advised of potential maximum on-lot developable impervious surface area limits of 370 m2 unless otherwise revised through required approvals.</p>	
60.	<p>Sales Office Posted Information That the Owner shall agree in the Condominium Agreement, prior to offering any of the residential lots for purchase, to place a 'Display Map' on the wall of the sales office in a place visible to the public, which indicates the approved location of all sidewalks, walkways, trails, community mailboxes, parks, schools, open space areas, environmental protection areas/tree preservation areas, watercourses, and surrounding land uses. The Owner shall also agree to keep Accepted for Construction drawings in the sales office which show easements, hydrants, utilities, lighting, lot grading, landscaping, and noise attenuation measures, as applicable.</p>	
61.	<p>Bell Canada The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.</p>	
62.	<p>Bell Canada The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.</p>	
63.	<p>Enbridge Gas The Owner shall provide to Enbridge Gas (operating as Union Gas) the necessary easements and/or agreements required by Union for the provision of gas services in a form satisfactory to Enbridge Gas.</p>	
64.	<p>Canada Post Mail Delivery Methods That the Condominium Agreement include a requirement that arrangements be made with Canada Post and the Town's Development Engineering Department for the provision of suitable mail delivery methods which may include the installation of Canada Post Community Mailbox and that the location be included on the appropriate servicing plans.</p>	

65.	Canada Post Community Mailbox That should a Community Mailbox be required, that the Condominium Agreement contain further clauses requiring that the Developer install an appropriately sized sidewalk section (concrete pad) per Canada Post specifications, to place the mailbox on, plus any required walkway access and/or curb depressions for wheelchair access and the provision of a temporary Community Mailbox location until curbs, sidewalks and final grading have been completed, and that as per Delivery Planning Standards Manual for Builders and Developers (August 2023) be consulted for additional specifications.	
66.	Fulfillment of Conditions That prior to final approval, all conditions must be cleared by the respective clearance agency(ies)	
67.	Digitized Copy of Final Plan of Condominium That the Owner, submit to the Town and the County a digitized copy of the Final Plan in a format acceptable to the Town and the County.	
68.	Copy of Executed Condominium Agreement for County That prior to final approval, a copy of the fully executed Condominium Agreement between the Owner and the municipality shall be provided to the County.	
69.	Clearance of Conditions That the Owner acknowledges and agrees that it is the Owner's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded to the appropriate clearance agencies and also to record this information in a conditions clearance matrix to the satisfaction of the Town demonstrating required clearances of these conditions prior to requesting final approval.	

NOTES TO DRAFT APPROVAL – these do not form part of the draft plan conditions		
1.	<p>Clearances and consultation contact info. Clearances or consultations are required from the following agencies, as well as the appropriate agency or authority providing utilities or services and as otherwise referenced in the conditions:</p> <p>Town of The Blue Mountains PO Box 310, 32 Mill Street Thornbury, ON N0H 2P0 planning@thebluemountains.ca</p> <p>County of Grey planning@grey.ca</p> <p>Niagara Escarpment Commission 1450 7th Avenue East Owen Sound, ON N4K 2Z1</p> <p>Grey Sauble Conservation Authority 237897 Inglis Falls Road Owen Sound, ON N4K 5N6</p> <p>Saugeen Ojibway Nation 10129 Hwy 6, Georgian Bluffs, ON N0H 2T0 environmentoffice@saugeenojibwaynation.ca</p> <p>Enbridge Gas 50 Keil Drive North, Chatham, ON N7M 5M1 ONTLands@enbridge.com</p> <p>Bell Canada planninganddevelopment@bell.ca</p> <p>Canada Post</p>	
2.	<p>Land Titles Act We suggest you make yourself aware of the following subsections of the Land Titles Act: a) subsection 144(1) requires all new plans to be registered in a Land Titles system if the land is situated in a land titles division; and subsection 144(2) allows certain exceptions. The subdivision plan for Registration must be in conformity with the applicable Ontario Regulation under The Registry Act.</p>	
3.	<p>MECP Approval Requirement Inauguration or extension of a piped water supply, a sewage system or a storm drainage system is subject to the approval of the Ministry of the Environment Conservation and Parks under the Ontario Water Resources Act, RSO 1990, as amended.</p>	

4.	Measurements in Metric All measurements in subdivision final plans must be presented in metric units. The final plan approved by the County must be registered within thirty (30) days or the County may withdraw its approval under subsection 51(59) of the Planning Act RSO 1990, as amended.	
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