

SCHEDULE 3 - OLT DECISION

Ontario Land Tribunal Tribunal ontarien de l'aménagement du territoire



ISSUE DATE: March 09, 2023

CASE NO(S):

OLT-22-001937
PL170782

PROCEEDING COMMENCED UNDER subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant:

2147925 Ontario Inc.

Subject:

Application to amend Zoning By-law No. (74 - 51) - Refusal or neglect of Town of Halton Hills to make a decision

Existing Zoning:

Rural (RU) Zone

Proposed Zoning:

Site Specific - General Residential RG Special (RG-1) Zone and Recreation (OS1) Zone

Purpose:

To permit the development of a 32 lot single detached residential subdivision

Property Address/Description:

W 1/2 21, Concession 9

Municipality:

Town of Halton Hills

Municipality File No.:

D14ZBA09.006

OLT Case No.:

OLT-22-001937

Legacy Case No.:

PL170782

OLT Lead Case No.:

OLT-22-001937

Legacy Lead Case No.:

PL170782

OLT Case Name:

2147925 Ontario Inc. v. Halton Hills (Town)

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

Applicant and Appellant

Subject:

2147925 Ontario Inc.

Proposed Plan of Subdivision - Failure of
Town of Halton Hills to make a decision

Purpose:

To permit the development of a 32 lot single
detached residential subdivision

Property Address/Description:

W 1/2 21, Concession 9

Municipality:

Town of Halton Hills

Municipality File No.:

D12SUB09.001

OLT Case No.:

OLT-22-001954

Legacy Case No.:

PL170783

OLT Lead Case No.:

OLT-22-001937

Legacy Lead Case No.:

PL170782

Heard:

February 23, 2023, by video hearing

APPEARANCES:

Parties

Counsel/Representative*

2147925 Ontario Inc.

John Alati
Andy Margaritis

Town of Halton Hills

Jeffrey Wilker

Regional Municipality of Halton

Jeffrey Wilker

Hamlet of Glen Williams Residents
Association Inc.

John J. Robinson*

MEMORANDUM OF AN ORAL DECISION DELIVERED FEBRUARY 23, 2023, BY JEAN-PIERRE BLAIS AND C. HARDY AND ORDER OF THE TRIBUNAL

INTRODUCTION

[1] The matter before the Tribunal is in respect of appeals brought by 2147925 Ontario Inc. (“Applicant”) following the failure of the Town of Halton Hills (“Town”) to render a decision respecting applications for a Zoning By-Law Amendment (“ZBA”) and

for a Draft Plan of Subdivision (“DPS”) (together the “Applications”). The appeals are brought pursuant to s. 34(11) and s. 51(34) of the *Planning Act* (“Act”) respectively. The Applicant is proposing to build 32 single-detached dwellings, fully serviced by municipal water and sanitary infrastructure, together with a stormwater management pond.

[2] The Applications were originally filed in 2009 and have since gone through numerous reiterations. This Hearing had originally been scheduled for a 13-day Merit Hearing but was converted into a Settlement Hearing when the parties came to an agreement on all outstanding issues (“Proposed Settlement”). The Proposed Settlement was approved by the Town and agreed to by the Regional Municipality of Halton (“Region”). The Hamlet of Glen Williams Residents Association Inc. (“Association”), the only other Party to this proceeding, also consented to the Proposed Settlement. The Proposed Settlement includes an extensive list of conditions of approval for the DPS to address concerns raised in the review process by the Parties, entities, and agencies (“Conditions of Approval”). The Proposed Settlement is now before the Tribunal for approval.

[3] The uncontested evidence in support of the Proposed Settlement was provided by Mr. Glenn J. Wellings, retained by the Applicant, who was qualified on as an expert in land use planning. Mr. Wellings’ written evidence, in the form of an Affidavit dated February 21, 2023, including numerous attachments, was marked as **Exhibit 2**.

SUBJECT LANDS AND SURROUNDINGS

[4] The Applicant seeks to implement its development proposal with respect to vacant lands described as Part of Lot 21, Concession 9 in the Town (“Subject Lands”). They are situated in the northwest portion of the Hamlet of Glen Williams. The Subject Lands comprise an area of approximately 6.9 hectares and are generally rectangular. They are located east of Eight Line and north of Wildwood Road.

[5] Single-detached dwellings are situated east, south, and west of the Subject Lands. The houses on Oak Ridge Drive are mostly two-storey single-dwellings; those on Eight Line have a mix of bungalow and two-storey built forms. Agricultural lands abut the northerly limit of the Subject Lands. These agricultural lands, known as the Stull farm, are outside the boundary of the Hamlet of Glen Williams, but are within the Greenbelt.

[6] Two existing municipal roads (McMaster Street and Meagan Drive) have temporary stubs on the eastern limit of the Subject Lands. These roadways will be extended into the proposed subdivision. These stubs were planned to be extended to service the Subject Lands at the time the adjacent subdivision located to the east was developed.

[7] The Subject Lands are currently zoned "D" Development by the Town's Comprehensive Zoning By-law 2010-0050. A rezoning is required to implement the Town's Official Plan ("Town OP") and Glen Williams Secondary Plan 2005 ("Secondary Plan") and the proposed subdivision.

[8] A proposed ZBA has been agreed to and forms part of the Proposed Settlement. It proposes: (1) a Hamlet Residential One (HR1) Exception Zones for Lots 1-32 inclusive; (2) an Environmental Protection Two (EP2) Zone for the Hamlet buffer block (Block 35); (3) an Open Space Two (OS2) Exception Zone for the walkway block (Block 34); and (4) an Open Space Three (OS3) Zone for the stormwater management block (Block 33).

[9] In addition, the ZBA provides for a maximum of 32 single-detached dwellings/Lots with a minimum lot area of 0.10 hectares and a minimum lot frontage of 21 metres. Site-specific permissions are included for the irregular shaped Lots. A maximum building height of 2 storeys/10 metres is provided with a 0.3 metre construction tolerance for certain Lots. Permission for the additional height tolerance is not provided for the perimeter Lots. An enhanced minimum rear yard setback of 20

metres has been included for Lots 1-16 given the anticipated grade changes and the potential for a walkout house design on these Lots.

EVIDENCE AND ANALYSIS

[10] Although this was a Settlement Hearing, the Tribunal must nevertheless be satisfied that the Applications meet all legislative tests. In particular, the Tribunal must be satisfied that revised Applications: (a) have regard to matters of provincial interest in s. 2 of the Act; (b) are consistent with the Provincial Policy Statement 2020 (“PPS”); (c) conform to the Growth Plan for the Greater Golden Horseshoe (“Growth Plan”); and (d) conform to the Region of Halton Official Plan (“Regional OP”) and to the Secondary Plan. In addition, the Tribunal must be satisfied that the revised DPS application has regards to the criteria set out at s. 51(24) of the Act, that the proposed Conditions of Approval are reasonable pursuant to s. 51(25) of the Act, and the ZBA meets the legislative test in s. 24 of the Act.

[11] Mr. Wellings testified that, in his professional opinion, the revised Applications met all the legislative tests. The following is an account of his uncontested evidence, which is accepted by the Tribunal.

Matters of Provincial Interest

[12] Mr. Wellings provided extensive oral evidence to conclude that, in his professional opinion, the Applications had regard to matters of Provincial Interest. With respect to the protection of agricultural resources, he noted that the proposed development will be within a settlement area and warning clauses will place future purchasers on notice of surrounding agricultural activity. He testified that the Applications support an efficient and orderly development of the Subject Lands, with Lots that will be fully serviced through municipal water and sanitary infrastructure. Moreover, Mr. Wellings testified that hydrogeological matters will be further addressed through Conditions of Approval to protect the local water table and surrounding wells.

[13] From a transportation perspective, the new subdivision will be serviced by the extension of pre-existing stub roads, and it will have walkways and sidewalks for pedestrians. He noted that school and recreation facilities are available in the area. The proposed built form is consistent with the surrounding neighbourhood and the Secondary Plan. He also testified that no significant issues arose with respect to ecological systems, natural heritage, and archaeological impact.

PPS 2020

[14] Mr. Wellings testified that the Applications provide an appropriate form of housing in the Hamlet of Glen Williams (i.e., single-detached dwellings) and promote an efficient use of land and infrastructure. They are situated within a settlement area, and the Applications will facilitate an efficient use of available land and infrastructure and will contribute to a range of housing options through intensification.

[15] Mr. Wellings also explained that the Applications propose a land use and density in conformity with the applicable Official Plans, and efficiently utilizes land where appropriate levels of infrastructure can be made available to the Subject Lands for future residents.

Growth Plan

[16] Mr. Wellings testified that the proposed development supports the policies for the management of population and employment growth. He noted that population growth is directed to settlement areas. The Subject Lands are located within a settlement area (i.e., Hamlet of Glen Williams) and will contribute to residential growth within the community.

Regional OP

[17] Mr. Wellings explained that the Subject Lands are designated “Hamlet” by Map 1 (Regional Structure). Hamlets are described as “compact rural communities designated to accommodate future residential growth in the rural area and small scale industrial, commercial and institutional uses serving the farming and rural communities.” The range of uses permitted in Hamlets are to be in accordance with the policies of the Regional OP and approved Area-Specific Plans for Hamlets. In Mr. Wellings’ opinion, the Applications will facilitate future residential growth in accordance with the Regional OP and the Secondary Plan.

[18] The required hydrogeological study has been prepared and provided in support of the Applications and reviewed by the Region, with additional work being addressed through the satisfaction of Conditions of Approval.

2005 Glen Williams Secondary Plan

[19] Mr. Wellings explained that the Secondary Plan was adopted by Town Council through Amendment No. 113 to the Town OP on July 7, 2003. It was approved with modifications by the Region on July 29, 2005. The Secondary Plan has been incorporated into Part H of the Town OP. The objectives of the Secondary Plan are to permit limited growth appropriate to the Hamlet, preserve Hamlet scale and character, and protect the natural features of the area.

[20] Mr. Wellings further explained that the Subject Lands are designated “Hamlet Residential Area”. The Secondary Plan permits single-detached residential uses in the Hamlet Residential Area designation.

[21] Mr. Wellings noted that the Secondary Plan targets a general lot line setback of 20 metres from the Hamlet boundary in new development areas, however, lesser widths

may be approved. The proposed subdivision provides a 6.0 metre-wide Hamlet buffer (Block 35) together with a minimum rear yard setback of 10 metres along the north property line. Block 35 will be dedicated to the Town.

[22] Mr. Wellings testified that the Secondary Plan generally requires a minimum lot size for residential development on municipal water and wastewater services to be 0.10 hectares (0.25 acres), and the maximum permitted density of any plan of subdivision developed on such water and wastewater services to be 5 units per net residential hectare (2 units per net acre). The proposed subdivision includes a range of lot sizes between 0.12 hectares and 0.31 hectares with a net density of approximately 5.1 units per net hectare. The density calculation excludes the stormwater management block (Block 33), walkway block (Block 34) and Hamlet buffer block (Block 35).

[23] Mr. Wellings also opined that the proposed subdivision is supported by various engineering, transportation, environmental and design studies as is required under the Secondary Plan.

Proposed Glen Williams Secondary Plan

[24] Mr. Wellings explained that the Proposed Glen Williams Secondary Plan (“Proposed Secondary Plan”) was approved by the Region on July 7, 2022. It remains under appeal before the Tribunal and, as such, is not yet in force.

[25] The Proposed Secondary Plan retains the same designation (i.e., Hamlet Residential Area), permitted uses (i.e., single-detached residential), minimum lot size (i.e., 0.10 hectares), and maximum density (i.e., 5 units per net hectare) as the 2005 Secondary Plan.

[26] However, Mr. Wellings explained that the Proposed Secondary Plan will require: (1) new buffer areas to be conveyed as public open space; and (2) a general lot line

setback of at least 5 to 10 metres to the Hamlet boundary to maintain a Hamlet buffer area. Mr. Wellings testified that the proposed subdivision conforms to the not-yet-in-force Proposed Secondary Plan. Block 35 will be dedicated to the Town and provide for a 6.0 metre Hamlet buffer in accordance with the proposed new policy.

Greenbelt Plan

[27] Mr. Wellings explained that the Greenbelt Plan was amended and approved by the Lieutenant Governor in Council effective July 1, 2017. The Subject Lands are identified as “Settlement Areas Outside the Greenbelt”. The Greenbelt Plan Protected Countryside and Natural Heritage System abut the Subject Lands to the north. However, the development of the Subject Lands, being located outside of the Greenbelt Plan, would not, in Mr. Wellings’ opinion, offend any of the goals, objectives, and policies of the Greenbelt Plan.

Other s. 51(24) Criteria and s. 51(25) Conditions of Approval

[28] Mr. Wellings reviewed the criteria set out in s. 51(24) which are applicable to the DPS Application. He concluded that the DPS had appropriate regard to those criteria and is in the public interest. In particular, he opined that the DPS Application has no impact on matters of provincial interest, conforms with and implements the Town OP, is suitable for its intended purpose and can utilize existing infrastructure and community services, provides appropriately sized and dimensioned Lots, and is consistent with the surrounding built form. He also noted that the Subject Lands contain no natural heritage features and are not regulated by Credit Valley Conservation. The Tribunal accepts his evidence and opinion and finds same.

[29] The Proposed Settlement envisages numerous Conditions of Approval pursuant to s. 51(25) of the Act to appropriately implement the DPS. The conditions require, among other matters:

- i. Subdivision agreements to be executed between the Applicant and the Town and Region;
- ii. The public dedication of lands;
- iii. The preparation and implementation of a detailed Construction Management Plan;
- iv. Updates to the various technical reports including Functional Servicing, Stormwater Management, Tree Preservation and Inventory, Environmental Site Assessment and Traffic;
- v. Updates to the Urban Design and Architectural Guidelines and for a peer review;
- vi. A landscape plan to address the preservation of the existing hedgerows and for additional planting;
- vii. Various notices and warning clauses to ensure that purchasers are made aware of matters such as nearby agricultural operations, rear yard landscaping requirements, and restrictions on publicly dedicated lands; and,
- viii. Requests by the various public agencies, the Credit Valley Conservation, and the Region.

[30] Mr. Wellings testified that the Conditions of Approval ensure that appropriate regard has been given to the criteria contained under Section 51(24) of the Act and are reasonable. The Tribunal accepts his evidence and finds same.

CONCLUSION

[31] In conclusion, based on the foregoing uncontested evidence, the Tribunal finds that the Applications: (1) have regard to matters of provincial interest pursuant to s. 2 of the Act; (2) are consistent with the PPS pursuant to s. 3(5)(a) of the Act; (3) conform to the policies of the Growth Plan pursuant to s. 3(5)(b) of the Act; (4) conform to the Regional OP and the Secondary Plan pursuant to s. 24(1) and 51(24)(c) of the Act; (5) otherwise have regard to the other criteria set out in s. 51(24) of the Act; and (6) have regard to the Proposed Secondary Plan (adopted, but-not-yet-in-force). The proposed development constitutes good planning.

ORDER OF TRIBUNAL

[32] **THE TRIBUNAL ORDERS** that:

- i. The appeal pursuant to s. 34(11) of the Act is allowed in part and By-law No. 2010-050 of the Town is amended as set out in **Attachment 1**. The Tribunal authorizes the municipal clerk of the Town to assign a number to this by-law amendment for record keeping purposes.
- ii. The appeal pursuant to s. 51(34) of the Act is allowed in part and the draft plan prepared by Wellings Planning Consultants Inc. in **Attachment 2** is approved subject to the fulfillment of the conditions set out in **Attachment 3**.
- iii. Pursuant to s. 51(56.1) of the Act, the Town shall have the authority to clear the conditions of draft plan approval and to administer final approval of the plan of subdivision for the purposes of s. 51(58) of the Act. If there are any difficulties implementing any of the conditions of draft plan approval, or if any changes are required to be made to the draft plan, the Tribunal may be spoken to.

[33] The Tribunal may be spoken to if the Parties require any further assistance with respect to the Order.

[34] In all other respects, the appeal is dismissed.

“Jean-Pierre Blais”

JEAN-PIERRE BLAIS
MEMBER

“C. Hardy”

C. HARDY
MEMBER

Ontario Land Tribunal

Website: www.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

BY-LAW NO. 2023-XXXX

Being a By-law to Amend Zoning By-law 2010-0050, as amended,
of the Town of Halton Hills, Part of Lot 21, Concession 9,
Town of Halton Hills, Regional Municipality of Halton
(File Nos. D12SUB09.001 & D14ZBA09.006)

1. That Schedule "A19" of Zoning By-law 2010-0050, as amended, is hereby further amended by rezoning the lands described as Part of Lot 21, Concession 9, Town of Halton Hills, Regional Municipality of Halton as shown on Schedule "B" attached to and forming part of this By-law;

From a Development (D) Zone;

To a Hamlet Residential One (HR1) Exception (114) Holding (H1) Zone, Hamlet Residential One (HR1) Exception (114-A) Holding (H1) Zone, Hamlet Residential One (HR1) Exception (114-B) Holding (H1) Zone, Hamlet Residential One (HR1) Exception (114-C) Holding (H1) Zone, Hamlet Residential One (HR1) Exception (114-D) Holding (H1) Zone, Hamlet Residential One (HR1) Exception (114-E) Holding (H1) Zone, Environmental Protection Two (EP2) Zone, Open Space Two (OS2) Exception (114-F) Zone and Open Space Three (OS3) Zone.

2. That Table 13.1: Exceptions of Zoning By-law 2010-0050 is hereby amended by adding the Exception Provisions contained in Schedule "A" attached to and forming part of this By-law.

SCHEDULE “A” to By-law 2023-XXXX

Exceptions

1	2	3	4	5	6	7
Exception Number	Zone	Municipal Address	Additional Permitted Uses	Only Permitted Uses	Uses Prohibited	Special Provisions
114 2023-XXXX Glen Williams	HR1	Part of Lot 21, Concession 9 (Glen Williams)				<ul style="list-style-type: none"> i) Minimum lot frontage – 21 metres ii) Minimum lot area – 1000 square metres iii) Maximum number of Lots – 32 iv) Maximum lot coverage – 360 square metres v) Setbacks <ul style="list-style-type: none"> a. Maximum front yard setback – 10 metres b. No more than two consecutive houses shall be sited at the same distance from the front property line after which subsequent houses shall be sited at a minimum variation of 2.0 m c. Minimum of 10 houses fronting onto Street A (Plan 24T-09001/H) shall be sited at the minimum front yard setback of 4.5 metres vi) Minimum required rear yard measured from the rear property line as per Schedule B – 20 metres for Lots 1 to 16 (Plan 24T-09001/H) vii) Minimum required rear yard measured from the rear property line as per Schedule B – 10 metres for Lots 17 to 32 (Plan 24T-09001/H) viii) Maximum height – 2 storeys and 10 metres. A construction tolerance of an additional 0.3 metres is permitted for Lots 17 to 32 (Plan 24T-09001/H) ix) <i>Decks</i> less than 0.6 m above the grade adjacent to the deck <ul style="list-style-type: none"> a. No closer than 3 m measured from the rear property line as per Schedule B x) Main wall means any exterior wall of a building or structure xi) No main front wall of a house shall be set further back than half the length of the adjacent house xii) <i>Decks</i> 0.6 m or more above the grade adjacent to the deck <ul style="list-style-type: none"> a. Shall not be permitted above the first floor b. Shall not project more than 2 metres from the furthest rear or side main

- wall relative to the adjacent yard
- xiii) *Balconies*
- a. Shall not be permitted above the first floor
 - b. Shall not project more than 2 metres from the furthest rear or side main wall relative to the adjacent yard.
- xiv) *Garages*
- a. The wall of the private garage facing the lot line the driveway crosses to access the private garage is to be recessed a minimum of 1.0 metre from the face of the house and shall be no closer than 5.5 metres from the front lot line
 - b. The interior dimensions (width) of the garage fronting the street shall not exceed 50% of the exterior width of the house
- xv) Minimum interior side yard setback and rear yard setback for an accessory building or structure – 3 metres
- xvi) Minimum rear yard setback for an accessory building or structure containing a dwelling unit – 10 metres
- xvii) Maximum floor area for a detached private garage – 45 square metres

The following provisions apply to lands zoned HR1 (114-A) (H1) described as Lot 7 on Schedule C (Plan 24T-09001/H):

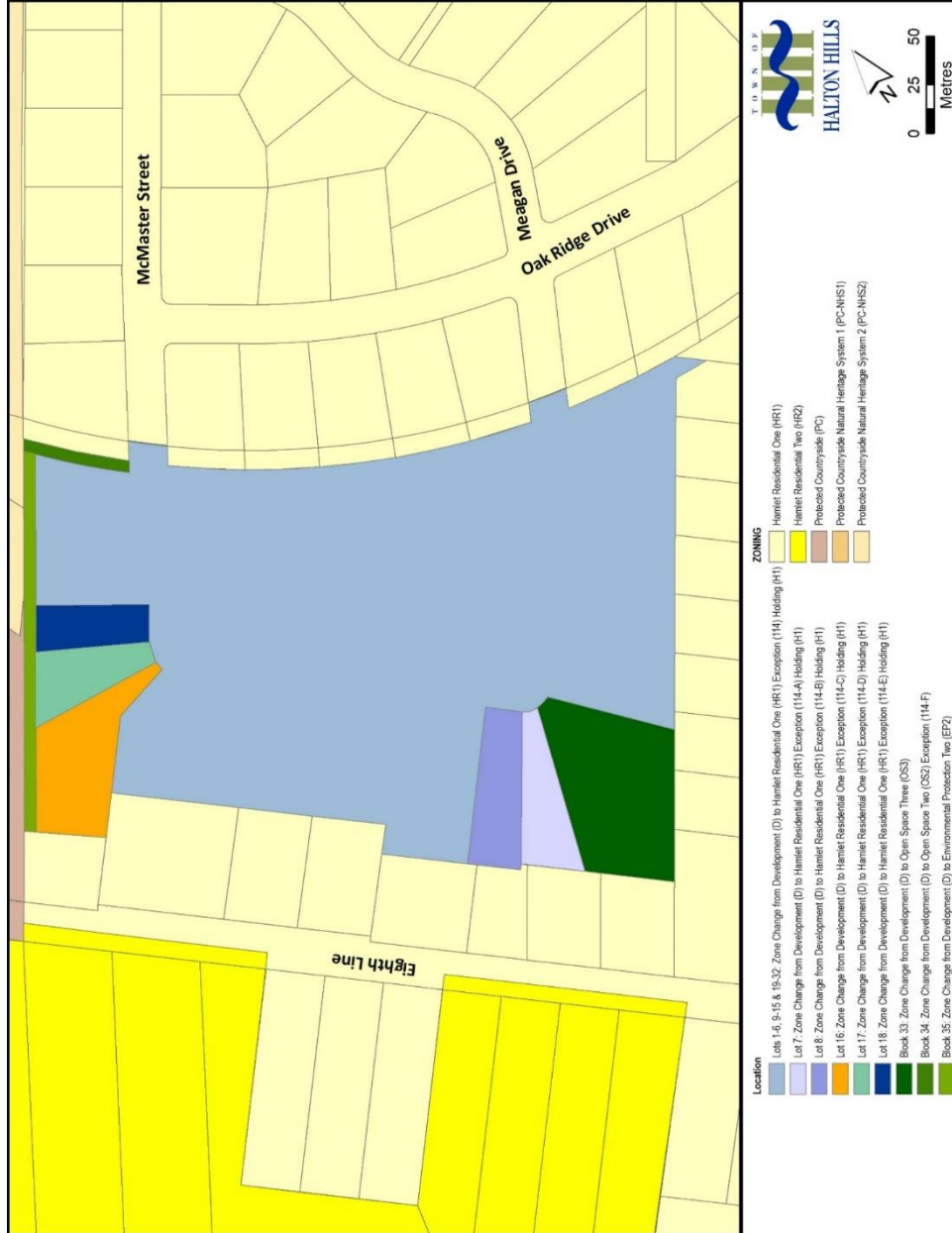
- i) Minimum lot frontage – 12 metres
- ii) Maximum front yard setback – 23 metres

The following provision applies to lands zoned HR1 (114-B) (H1) described as Lot 8 on Schedule C (Plan 24T-09001/H):

- i) Maximum front yard setback – 12.5 metres
-

					<p>The following provisions apply to lands zoned HR1 (114-C) (H1) described as Lot 16 on Schedule C (Plan 24T-09001/H):</p> <ul style="list-style-type: none"> i) Minimum lot frontage – 10 metres ii) Minimum front yard setback – 25 metres iii) Maximum front yard setback – 40 metres iv) The requirement that no main front wall of a house shall be set further back than half the length of the adjacent house shall not apply. <hr/> <p>The following provisions apply to lands zoned HR1 (114-D) (H1) described as Lot 17 on Schedule C (Plan 24T-09001/H):</p> <ul style="list-style-type: none"> i) Minimum lot frontage – 18 metres ii) Maximum front yard setback – 16 metres <hr/> <p>The following provision applies to lands zoned HR1 (114-E) (H1) described as Lot 18 on Schedule C (Plan 24T-09001/H):</p> <ul style="list-style-type: none"> i) Maximum front yard setback – 20 metres <hr/> <p>The following provision applies to lands zoned OS2 (114-F) described as Block 34 on Schedule C (Plan 24T-09001/H):</p> <ul style="list-style-type: none"> i) Minimum lot frontage – 6 metres
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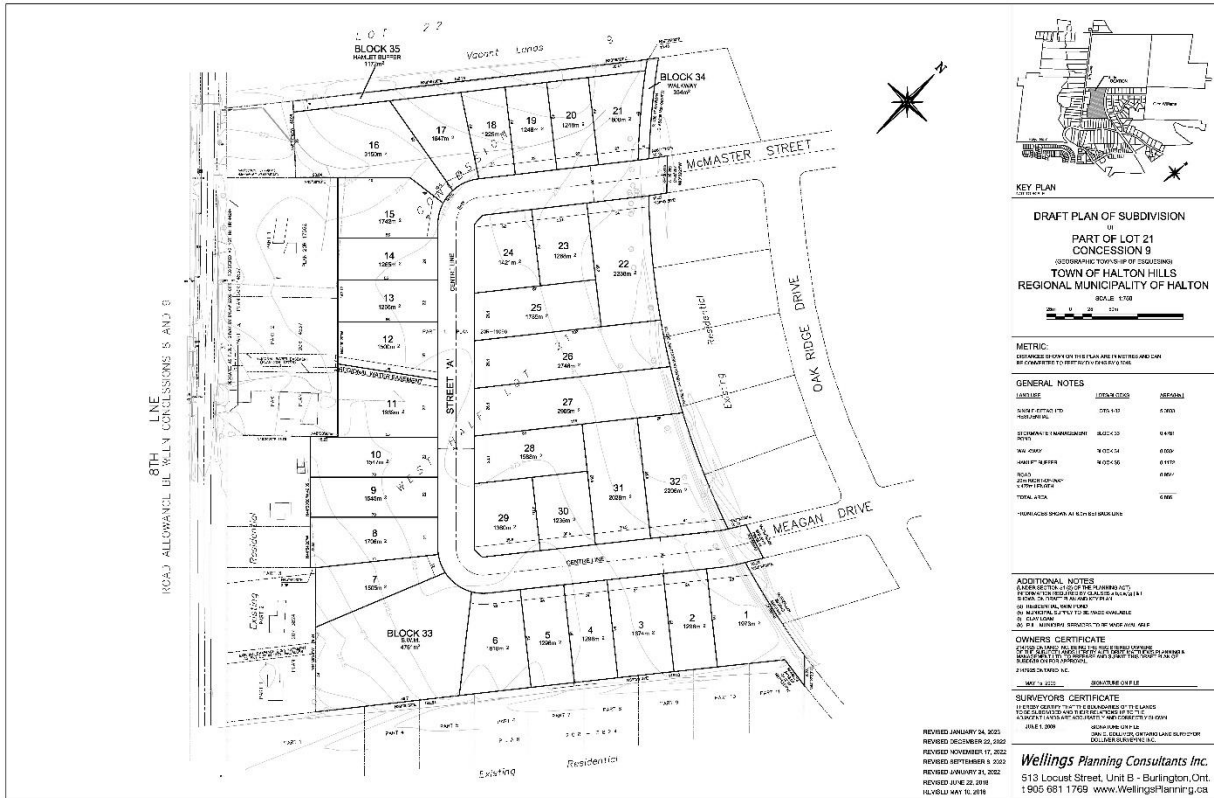
SCHEDULE "B" to By-law 2023-XXXX



SCHEDULE "C" to By-law 2023-XXXX



ATTACHMENT 2



ATTACHMENT 3

**CONDITIONS OF DRAFT APPROVAL FOR
PLAN OF SUBDIVISION 24T-09001/H
FILE: D12SUB09.001 – 2147925 Ontario Inc. (Eden Oak)
DATED: February 21, 2023**

**LEGAL DESCRIPTION
Part of Lot 21, Concession 9 Esquesing
Town of Halton Hills, Regional Municipality of Halton**

The conditions, which shall be fulfilled prior to final approval of this Plan of Subdivision, are as follows:

TOWN OF HALTON HILLS	
1.	That approval applies to Plan of Subdivision D12SUB09.001/24T-09001/H, originally prepared by Matthews Planning & Management Ltd. and last revised by Wellings Planning Consultants Inc. on January 24, 2023, consisting of 32 single detached lots, stormwater management pond block (Block 33), walkway block (Block 34), hamlet buffer block (Block 35) and internal subdivision street (Street A).
2.	Enter into Subdivision Agreement That the Owner agrees, prior to final approval, to enter into a Subdivision Agreement, to be registered on title, to satisfy all requirements, financial, servicing and otherwise, of the Town of Halton Hills. The Owner may apply to the Town to request a pre-servicing agreement to facilitate works, at their risk, in anticipation of final approval, however a Subdivision Agreement will remain a requirement to satisfy this condition.
3.	External Road and Servicing Works That the Owner agrees to fully restore all Town lands, roads and services to the satisfaction of the Town.
4.	Lot Frontage Area and Site-Specific Info That the Owner agrees to provide lot frontage, area, and site-specific information as necessary to ensure that all lots and blocks conform to the Zoning By-law.
5.	Street Naming That the Owner agrees that all Municipal road allowances included in the plan of subdivision shall be named to the satisfaction of the Town of Halton Hills (application made to Clerk's Office) and shall be constructed to the Town of Halton Hills standards at the time of registration.
6.	No Works Until Subdivision Agreement That the Owner agrees that no works shall occur on the site until the Owner has entered into a Subdivision Agreement or Pre-Servicing Agreement with the Town of Halton Hills.
7.	Zoning By-law Conformity and Holding Provision That the Owner agrees that prior to the final approval, the land uses proposed within the draft plan shall conform to a Zoning By-law approved pursuant to the provisions of the Planning Act, and that such a Zoning By-law shall employ the use of a Holding (H) Provision.

	<p>The Owner agrees not to request the removal of the Holding (H) Provision until such time that:</p> <ul style="list-style-type: none"> a) The Town's Subdivision Agreement has been executed; b) The Regional Subdivision Agreement has been executed; c) Construction of adequate water and sanitary sewer systems and confirmation of adequate and available servicing capacity by the Regional Municipality of Halton.
8.	<p>Public Lands Conveyance 1 That the Owner agrees to dedicate the walkway block (Block 34) gratuitously to the Town prior to any conveyance of the lots by the Owner to the satisfaction of Town Administration.</p>
9.	<p>Public Lands Conveyance 2 That the Owner agrees to dedicate the hamlet buffer block (Block 35) gratuitously to the Town prior to any conveyance of the lots by the Owner to the satisfaction of Town Administration.</p>
10.	<p>Public Lands Conveyance 3 That the Owner agrees to gratuitously grant all easements or blocks as required, free and clear of any encumbrances, to the Town, Region or other appropriate authority.</p>
11.	<p>SWM Pond Conveyance and Maintenance That the Owner agrees to convey a block of land on the draft plan of subdivision that is sufficiently sized to accommodate a stormwater management facility and the associated outfall(s) as demonstrated through an approved Stormwater Implementation report all in accordance with the Town Stormwater Management Policy dated March 2009 and to the satisfaction of Town Administration.</p> <p>The Owner further agrees to provide the Town with sufficient access, by way of land transfer or easement per section 3.1 of the Town's Subdivision Manual dated July 1999 for all offsite outlets and/or outfalls as approved through an approved Stormwater Implementation Report. The Owner further agrees that the existing connecting easement as set out in Instrument No. HR635659, registered January 17, 2008 shall be gratuitously transferred or assigned to the Town for stormwater management purposes to the satisfaction of the Town. Confirmation of the same is required in writing to the satisfaction of Town Administration prior to the commencement of any site works.</p> <p>As outlined in the Town's Stormwater Management Policy dated March 2009, the Owner shall provide the Town with a Stormwater Maintenance Fee prior to the execution of the Subdivision Agreement. The Fee shall be calculated and submitted by the Engineer to the satisfaction of Town Administration prior to the preparation of the Subdivision Agreement.</p>

12.	<p>Mylars That the Owner agrees to deposit mylars of the Registered Plan of Subdivision with the Town of Halton Hills and provide the Town with computerized information in a format satisfactory to Town Administration.</p>
13.	<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>
14.	<p>LED Lights That the Owner agrees to install and make operational street lighting on all streets and walkways within the draft plan of subdivision to an urban residential standard utilizing L.E.D. lighting and incorporate hydro metres to the satisfaction of Town Administration within 90 days of the issuance of the first Building Permit.</p> <p>The Owner further agrees that prior to the execution of the subdivision agreement that they shall provide cash-in-lieu of providing stock supply of street light parts (for LED) as required in section 2.7.2 of the Town Subdivision Manual. The Owner further agrees to provide the Town with a written 10-year warranty from the manufacturer for the luminaire and photocell.</p>
15.	<p>Retaining Walls That the Owner agrees in a subdivision agreement that maintenance of any retaining walls constructed within the draft plan of subdivision shall be the responsibility of the Owner and subsequent Owners, and, except where otherwise specified, that no retaining wall shall exceed a maximum height of 1.5m on the exposed face or to the satisfaction of the Town of Halton Hills.</p> <p>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 the Town for any works related to the retaining walls.</p> <p>Any retaining wall proposed to be installed on Town owned lands shall be located, designed and constructed to the satisfaction of Town Administration.</p>
16.	<p>Align Streets and Blocks with Adjacent Lands The pattern of street and layout of blocks within the draft plan of subdivision shall be designed and aligned precisely with the pattern and layout for existing plans or any adjoining proposed plans of subdivision.</p>
17.	<p>Construction Fence and Tree Protection That the Owner agrees to install the temporary construction fence (along the perimeter of the development) and the required tree protection prior to commencing any on-site works. The details and the location of the temporary construction fencing and tree protection fencing shall be clearly shown on the</p>

	<p>approved Erosion and Sediment Protection drawing submitted to the Town as part of the engineering submission and/or site alteration application.</p> <p>It is the Town's expectation that all temporary construction fencing and tree protection will be inspected and documented by the Engineer on a weekly basis and all deficiencies noted are repaired within a minimum 2 calendar days of the date of inspection.</p>
18.	<p>As Constructed and Asset Management Info. for Public Services That the Owner agrees to supply to the satisfaction of Town Administration a digital compatible file of the "as constructed" Public Services, in a format suitable for use with the Town's current version of AutoCAD and/or Civil 3D. As constructed for underground works to be provided within three months of the security reduction for underground works to the Town's satisfaction. Updated as constructed drawings including top works to be provided prior to the final release of securities. These submissions are necessary to ensure compliance with the Complete Linear Infrastructure Environmental Compliance Approval from the Ministry.</p> <p>The Owner further agrees to provide a summary of details in an Excel format as required to update the Town Asset Management data base for the work undertaken as part of this project.</p> <p>All as constructed and asset management information is required to be submitted to the satisfaction of Town Administration prior to the request for the final release of securities.</p>
19.	<p>0.3 m Reserves That the Owner agrees to provide 0.3m reserves, as required by Town Administration.</p>
20.	<p>Active Transportation Master Plan That the Owner agrees to incorporate within the road configuration and the design of the development the recommendations from the Town of Halton Hills Active Transportation Master Plan and any future updates, as adopted by Town Council to the satisfaction of Town Administration.</p>
21.	<p>Sediment, Erosion and Mud Tracking 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, Temporary grading and drainage plans, 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, as 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</p>

	<p>by the 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.</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 Administration</p> <p>Through the Subdivision Agreement and/or site alteration permit the Owner shall provide sufficient securities to the satisfaction of Town Administration to ensure the maintenance of this plan including the required regular inspection by the Engineer.</p>
22.	<p>Construction Management Plan</p> <p>That the Owner agrees to have prepared and to implement a construction management plan (CMP) to the satisfaction of Town Administration and Halton Region prior to any site works or site alteration and shall provide updates for the entire construction process through to issuance of the completion certificate. This plan shall be the Owner's responsibility to implement at their cost and shall include the following as a minimum:</p> <ul style="list-style-type: none"> a) Central coordinating contact and tracking for all community complaints and respective responses; b) Trades communication and enforcement plan; c) Project phasing, staging, periods of activity and operating hours including peak times and types of activity; d) Parking for trade and deliveries; e) Traffic protection plan for vehicular and pedestrian traffic in accordance with OTM Book 7; f) Material delivery loading areas, coordination and enforcement; g) Office space (Construction trailer); h) Working hours; i) Debris (garbage); j) Noise & dust control; k) Importation or exportation of fill or surplus material, including but not limited to haul routes, pre-construction survey, dust control, hours of operation, and protection or repair of Town Roads; l) Site access and egress; m) Communications plan for providing notification to and addressing concerns of: <ul style="list-style-type: none"> o immediately adjacent residents; o Glen Williams residents; o residents from surrounding and adjacent areas who may be impacted including but not limited Wildwood Road, Oak Ridge Drive, Meagan Drive, McMaster Street, and Eighth Line residents; o the broader community who may have questions about the

	<p>development; and</p> <ul style="list-style-type: none"> o Purchaser/New homeowners; <p>n) Impact mitigation plan for residents and businesses affected by off-site servicing including but not limited to Glen Williams Park, Main Street, Confederation Street, Wildwood Road, Beaver Street, Erin Street, Park Street West, Chelton Street, Oak Ridge Drive, Meagan Drive, McMaster Street, Eighth Line;</p> <p>o) Arrange monthly meetings to discuss and resolve any complaints or concerns and make adjustments or modifications to the CMP until commencement of the maintenance period as defined in the Subdivision Agreement; and</p> <p>p) A contingency plan that addresses any additional impacts to private residential or municipal property not foreseen in the CMP including notification, compensation, and conflict resolution provisions as may be appropriate.</p> <p>In addition, the CMP should be designed to the extent practical:</p> <ul style="list-style-type: none"> a) Minimize any disruptions of services to residents (e.g., electricity, gas, water and telecommunications); b) Minimize disruptions of access to resident properties; and c) Minimize road closures. <p>If, in the opinion of Town Administration, the Owner fails to implement the CMP and/or fails to update the CMP to address concerns raised by the Town, the Town reserves the right to draw upon the securities held as part of the subdivision or any agreement to implement the provisions of the CMP and/or rectify the concerns for lands owned and not owned by the Town. Any amounts drawn from project securities for such implementation shall be replaced within 30 days. The Town shall be provided full cost recovery plus appropriate administration fees and disbursements for all reasonable efforts as a result of the Owners alleged failure to perform.</p>
<p>23.</p>	<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 Town Administration, securities may be drawn by Town Administration to complete or secure those works including but not limited to providing contractor payment from the project securities and that any amounts drawn from project securities for such implementation are to be replaced within 30 days.</p>
<p>24.</p>	<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 the satisfaction of Town Administration. It is the Town's expectation that all surplus</p>

	debris and topsoil shall be removed from the site prior to the commencement of home construction.
25.	Construction of Grading Drainage and Servicing That the Owner agrees to have designed and constructed all grading, drainage and servicing under the Town's jurisdiction, to the satisfaction of Town Administration.
26.	Construction of Rough Grading That the Owner agrees to construct all rough grading and associated works, as deemed necessary by Town Administration and/or as indicated on the engineering drawings, prior to the issuance of any Building Permits.
27.	Daylight Triangles That the Owner agrees to provide daylighting triangles at all intersections and inside bends of all streets to the satisfaction of Town Administration.
28.	Geodetic Benchmarks That the Owner agrees to provide two second order, second level Geodetic Benchmarks in suitable locations to the satisfaction of Town Administration. At the Town's discretion, the Owner may provide the Town with cash in lieu of providing one or both of the benchmarks.
29.	Phasing Plan That the Owner agrees that, in the event that future development of the property is to be phased, a detailed development phasing plan must be submitted prior to final approval of the first phase of development. The Phasing Plan shall indicate the sequence of development, the land area in hectares, the number of lots and blocks in each phase, grading to minimize the total soil area exposed at a given time, and construction of public services, to the satisfaction of Town Administration. The phasing must also be reflected in all required reports.
30.	Phasing of Construction That the Owner agrees that, acting reasonably, in order to reduce the extent of disruption to purchasers occupying units within the subdivision, construction shall proceed sequentially such that the first lots to be built be those most interior to the subdivision and the last lots, those nearest the egress.
31.	Detailed Engineering Submission for Each Phase That the Owner agrees to have prepared by a qualified Engineer and submitted to Town Administration for approval, a detailed Engineering Submission for each phase of construction. Engineering drawings shall reflect the recommendations of all reports and studies requested as conditions of approval.
32.	Grading Plans That the Owner agrees that grading plans be prepared and submitted, as part of the detailed engineering submission, to the satisfaction of Town Administration.
33.	On Street Parking and Driveway Locations That the Owner agrees to have prepared by a qualified Consulting Engineer and submitted to Town Administration for approval a plan indicating on-street parking and driveway locations.
34.	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:

	<ul style="list-style-type: none"> a) Carry out, or cause to be carried out, the study, report or plan, at the Owner's expense, prior to the registration of the Plan, except in those circumstances that may be specifically authorized by the approving agency(s); and 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).
35.	<p>Peer Reviews for Studies Post Draft Plan Approval</p> <p>The Town reserves the right to have any of the detailed reports and drawings peer reviewed by an appropriate third party professional at the Owner's expense, subsequent to draft approval. This may include, but not be limited to: geotechnical, slope stability, urban design, architectural design, ecology, and stormwater management including but not limited to related components – pond outfall, urban design, ecology, and other studies as may be necessary. The Owner shall make payment for all peer review costs incurred by the Town prior to the execution of the Subdivision Agreement.</p>
36.	<p>Outstanding Reports and Implementation</p> <p>That the Owner agrees to have prepared or updated by a qualified Consulting Engineer(s) (or other Professional as outlined below) and submitted to Town Administration for approval, the following reports, based on Terms of Reference as approved by Town Administration. In addition, Terms of Reference for reports (a) and (b) regarding stormwater management and (c) shall be approved by Credit Valley Conservation (CVC). The reports must be approved prior to the approval of the Engineering Submission. Recommendations from the reports will be implemented in the detailed design process to the satisfaction of Town Administration, including any Peer Reviews required by the Town. All reports and studies must refer to the final approved Plan of Subdivision D12SUB09.001/24T-09001/H.</p> <ul style="list-style-type: none"> a) Functional Servicing Report which needs to identify and support the road layout, under & above ground servicing, general grading, open space location and lot configuration and size, etc. The Functional Servicing Report specifically for D12SUB09.001/24T-09001/H shall be approved prior to the approval and registration for D12SUB09.001/24T-09001/H. The stormwater management component of the Functional Servicing Report shall be to the satisfaction of Town Administration and Credit Valley Conservation. The water and wastewater component of the Functional Servicing Report shall be to the satisfaction of the Commissioner of Public Works, Halton Region. b) Stormwater Management Implementation Report(s), including an operation and maintenance manual, shall indicate how stormwater is to be accommodated on the subject property and directed to an adequate outfall. The Terms of Reference for the report must be approved by

	<p>Town Administration prior to the report being prepared. The report must be submitted and approved prior to finalization of the engineering drawings. Recommendations from this report must be implemented in the detailed design process to the satisfaction of Town Administration. The reports shall confirm the adequacy and design of the new pond and the unimpeded collection and transmission of flows from upstream farmlands.</p> <p>c) Siltation Report, Sedimentation and Erosion Control Report to provide recommendations for the control, maintenance, and monitoring of sediment during all phases of construction and to address erosion control issues specific to the draft plan of subdivision.</p> <p>d) Geotechnical Report, to provide recommendations for the pavement design of internal roads, requirements for subdrains and design information for building foundations.</p> <p>e) Tree Preservation and Inventory Report prepared by a qualified Environmental Consultant, Landscape Architect or Arborist which identifies existing trees and other vegetation and means of protection, compensation, restoration and enhancement, through appropriate plantings or other measures including edge management, to the satisfaction of Town Administration. Recommendations from this report shall be implemented in the design and construction phases of the development. The Terms of Reference for this report must be approved by the Town prior to the report being prepared. The report must be submitted and approved prior to finalization of the Engineering Drawings. The report shall be approved prior to any on-site works being undertaken.</p> <p>f) Environmental Site Assessment and Remediation Report, to assess property to be conveyed to the Town to ensure that such property is free of contamination. If contamination is found, the consultant will determine the nature and the requirements for its removal and disposal at the Owner's expense. Prior to the registration of the subdivision plan, the consultant shall certify to the Town, that all properties to be conveyed to the Town are free of contamination.</p> <p>g) Traffic Impact Study, to address all modes of travel in accordance with the Town's Traffic Impact Guidelines. The Study will address potential impact on the existing road network, traffic signage, the design of Active Transportation infrastructure and traffic calming measures. The Town's approved Traffic Calming Implementation Protocol as amended should be applied. Town Administration may request that the data used for the basis of this report be updated to reflect current statistics just prior to the approval of this document.</p>
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	<p>h) Edge Management Plan: The owner agrees to have prepared by a qualified ecologist or arborist and submitted to the Town for approval, prior to any on-site works being undertaken, in coordination with the Tree Preservation and Inventory Report and Edge Management Plan, which shall address the development limit of the subject area and mitigative works. The Edge Management Plan shall also address hazard trees within the subdivision lands, and adjacent lands. As part of the Edge Management Plan the location and detailing of fencing within or at the limits of Blocks to be conveyed to the Town will be identified to the satisfaction of the Commissioner of Recreation & Parks.</p> <p>i) Urban Design Guidelines: That the Owner agrees to provide updated Urban Design Guidelines prepared by a qualified Architect/Landscape Architect prior to registration and to the satisfaction of Town Administration. These guidelines shall provide updated visual perspective through the site including but not limited to grading and the visual impacts of the Stormwater management facility etc.</p> <p>j) Architectural Control Guidelines: That the Owner agrees, prior to the offering of models for sale, to provide Architectural Control Guidelines prepared by a qualified Architect and Landscape Architect (as required) for peer review at the applicant's expense and approval to the Town's satisfaction.</p>
37.	<p>Piped Conveyance of Stormwater Pond Discharge Water That the Owner agrees that the water from the stormwater facility shall be conveyed by a piped solution on Eighth Line and Wildwood Road to a discharge location as approved by the Town and CVC.</p>
38.	<p>Stormwater Facility Outfall That the Owner's stormwater outfall is a legal outfall to the satisfaction of the Town solicitor.</p>
39.	<p>Urban Design and Architectural Design Guidelines That the Owner agrees, prior to offering models on lots for sale, the Control Architect signs off on compliance with both the Urban Design Guidelines (April 2021) and Architectural Design Guidelines (April 2021) prepared by MBTW Group / W Architect Inc. in accordance with the implementation provisions therein to the satisfaction of Town Administration.</p>
40.	<p>Implementation of Urban Design and Architectural Control Guidelines & Performance of Control Architect(s) The Owner agrees to incorporate and implement the content of the Urban Design Guidelines (April 2021) and Architectural Design Guidelines (April 2021) prepared by MBTW Group / W Architect Inc. as reflected in the details of the approved Drawings, including but not limited to, community design criteria, Streetscape and Landscape Design Criteria, including landscape elements, and location, gateway entry design, stormwater management pond location and design etc., architectural design criteria including siting and built form,</p>

	<p>architectural elements, priority lot dwellings and other design issues unique to the proposed development and necessary mechanisms for their implementation, to the satisfaction of Town Administration.</p> <p>The Owner shall hire a Control Architect and a Control Landscape Architect, at the Owner's expense, to review and approve all design elements to ensure compliance with the architectural, streetscape and landscape design guidelines in accordance with the Implementation Process set out in the approved guidelines. In consultation with the Owner, the Town reserves the right to replace the Control Architect and/or Control Landscape Architect if the result of the design approval is inconsistent with the guidelines' recommendations and principles.</p> <p>The selection of the Control Architect and the Control Landscape Architect shall be subject to the approval of the Town's Commissioner of Planning & Development. The Owner or builder shall submit plans, elevations, details, landscape drawings and any other required documents to the control architect and the Control Landscape Architect in sufficient detail to assess compliance.</p> <p>The Owner acknowledges and agrees that building permit applications will not be accepted and building permits will not be issued by the Town without:</p> <ul style="list-style-type: none"> a) Certification by the Control Architect, to the satisfaction of Town Administration that the Architectural Design Review, as set out in the approved Architectural Control Guidelines has been complied with. b) Certification by the Control Landscape Architect to the satisfaction of the Commissioner of Community & Corporate Services, that the Streetscape and Landscape Design, as set out in the approved Urban Design Guidelines has been complied with. <p>Prior to the Town executing this Agreement, the Owner shall deposit a performance guarantee with the Town in the amount of \$20,000 to secure the control architect requirements of this condition.</p>
41.	<p>Urban Design Guidelines and Subdivision Agreement That prior to registration the Owner agrees that the content of the Urban Design Guidelines (April 2021) and Architectural Design Guidelines (April 2021) prepared by MBTW Group / W Architect Inc. is incorporated into the design and shown on drawings to the satisfaction of the Town's Administration, to address streetscape (streetlighting, median treatments, signage, fencing, planting, hard surface treatments, community mail boxes, community features, street furniture), recreational trail linkages, setbacks and other design issues unique to the proposed development and necessary mechanisms for their implementation.</p>
42.	<p>Conservation Authority Permits and Pre-servicing That the Owner agrees that prior to entering into a Pre-servicing Agreement with the Town, all necessary permit(s) from the related Conservation Authority for the SWM facility and/or storm water drainage outfall, if any, are in place and in good</p>

	standing. It shall be the Owner's responsibility to maintain all of the Conservation Authority permit(s) in good order for the term of both the Pre-servicing Agreement and this Subdivision Agreement.
43.	<p>Notices and Warning Clauses: Sales Office Plan</p> <p>That the Owner agrees that, prior to offering units for sale a Sales Office Plan be prepared to the satisfaction of Town Administration and that the same Plan and information be prepared for use in all promotional advertising material to the satisfaction of Town Administration.</p> <p>That the Owner agrees to post the Sales Office Plan in a readily available and publicly visible location on the wall of the sales office.</p> <p>That the Owner agrees that the Sales Office Plan also be included in all promotional advertising material including any additional details as set out in these conditions</p> <p>That the Owner agrees that prior to registration, the Owner shall provide photographic evidence that the Sales Office Plan was posted in a visible location, readily available to the public within the sales office to the satisfaction of the Town and that the Owner agrees that they may be subject to unscheduled site visits to confirm same.</p> <p>That the Owner agrees to provide evidence that the Sales Office Plan has been included in promotional advertising material (i.e. brochures, websites, etc.) to the satisfaction of the Town</p> <p>That the Owner agrees that the Sales Office Plan shall be approved to the satisfaction of Town Administration and indicate the following:</p> <ul style="list-style-type: none"> • Those lots that have warning clauses and the general details of those clauses • The location of parks, open space including open space to be dedicated gratuitously prior to registration, hamlet buffer, sidewalks, walkways, community facilities, stormwater management facilities, maintenance block, trails, hydrants, street lights, utility boxes and bicycle paths • The types of Open Space • The type, height and location of fencing attenuation features • The location of all Canada Post Mailboxes as approved by Canada Post and the Town • All lots or blocks in a colour coded form that identify the location of all land use types including details of any site specific zoning provisions • The identification and location of surrounding land uses • The location of all existing trees that have been retained • The location of all street trees • The location of all infiltration measures on private lots • The grading plans

- The location of all retaining walls on private lots including a note that indicates “Retaining walls on private lots are the responsibility of the private lot owner.”

Until the subdivision plan is registered the following information must also be shown in BOLD CAPITAL TYPE, to the satisfaction of the Town:

- i. This plan of subdivision is not yet registered.
- ii. Construction of the homes cannot commence until after registration and the issuing of building permits (excluding model homes)
- iii. Notwithstanding the expectations of the vendors and purchasers of houses, it is possible that delays could occur with respect to the registration of the plan of subdivision and the issuing of building permits, which may affect the ability of the vendors to perform their obligations within the time prescribed in any Agreements of Purchase and Sale.
- iv. Purchasers are advised to consult their lawyer concerning any aspect of an Agreement of Purchase and Sale before signing it;
- v. Purchasers are advised that this Plan may not accurately reflect final locations of street trees, fences, driveways, streetlights, sidewalks, infrastructure and utilities located within road right-of-ways as well as private lots. Purchasers shall confirm the location of such on the approved drawings with the Town.;
- vi. All lots are serviced with Regional Water and Sewer.
- vii. Purchasers and/or tenants are advised that the proposed finished lot and/or block grading may not meet typical Town lot grading standards in certain areas, to facilitate preservation of existing vegetation and to maintain existing adjacent topographical conditions.
- viii. Purchasers and/or tenants are advised that the development potential for lots may be limited due constraints on the available developable area as shown on the Sales Office Plan and it is recommended that potential purchasers obtain zoning information, including specific lot requirements, prior to purchasing the lot.
- ix. Purchasers and/or tenants are advised that urban design and architectural design control measures apply to the development at the cost of the developer and require approval to the satisfaction of Town Administration prior to offering lots and/or models for sale and, in addition, it is recommended that potential purchasers obtain a copy of the approved design guidelines, prior to purchasing a lot.

	A clause requiring the foregoing obligations after registration of the subdivision plan shall be included in the Subdivision Agreement.
44.	<p>Notices and Warning Clauses – Purchase Agreement - Submit Notices and Warning Clauses Acknowledgement package to the Town for Review prior to Home Sales</p> <p>That prior to offering lots and/or models for sale the Owner shall provide a Notices and Warnings Package that assembles all relevant notices and warning clauses in one location which is to be signed and acknowledged by each prospective purchaser to the Town for review and approval to the satisfaction of Town Administration.</p>
45.	<p>Notices and Warning Clauses – Signed Agreement by Homeowner Acknowledging Notices and Warning Clauses</p> <p>That the Owner shall collect from each buyer a signed agreement acknowledging the Notices and Warning Clauses listed within these Draft Plan Conditions and provide to the Town copies of same within 30 days of signing each agreement to the satisfaction of Town Administration.</p>
46.	<p>Notices and Warning Clauses - Purchase Agreement - Notice to Homeowners in Draft Plan Area of Duration of Construction</p> <p>That the Owner agrees to provide written notice to homeowners located in the draft plan of subdivision prior to the completion of home sales, advising of the time frame in which construction activities may occur, and potential for the residents to be inconvenienced by the construction activities such as noise, dust, dirt, debris and construction traffic, to the satisfaction of Town Administration.</p>
47.	<p>Notices and Warning Clauses - Purchase Agreement – Purchase Agreement Plan</p> <p>That the Owner agrees to provide a Purchase Agreement Plan within all offers of purchase and sale that includes the contents of the Office Sales Plan referenced in the relevant condition above in a clear and legible format to the satisfaction of Town Administration.</p>
48.	<p>Notices and Warnings – Purchase Agreement - Restricted Access to Municipal Lands</p> <p>The Owner agrees to include in offers of purchase and sale of the identified lots, a statement and plan, that advises prospective purchasers of the following:</p> <ul style="list-style-type: none"> a) Lots Abutting Hamlet Buffer (Block 35)/Walkway Block (Block 34)/Stormwater Management Block (Block 33): <ul style="list-style-type: none"> i. No private gates are permitted in fencing abutting Town owned blocks. ii. A Recreational Trail will be provided within the Stormwater Management Block (in addition also refer to note b. i.); iii. Town policies prohibit the encroachment or dumping of materials on Town owned land. b) All Lots:

	<ul style="list-style-type: none"> i. A Recreational Trail may be constructed in Block 34 at a future time. ii. That where necessary, as determined by Council, public trails and access facilities may be installed on any park, open space or buffer block and adjacent to private property boundaries with minimal separation. iii. The types of and location of fencing adjacent to Municipally owned land shall be installed by the Owner in accordance with Town Policy.
49.	<p>Notices and Warnings - Purchase Agreement – Various Provisions Including Architectural Control Guidelines</p> <p>The Owner shall include the following clauses in all agreements of purchase and sale, or lease for all lots/block in the Plan:</p> <ul style="list-style-type: none"> a) Purchasers are advised to consult their lawyer concerning any aspect of an Agreement of Purchase and Sale before signing it. b) Purchasers are advised that this Plan may not accurately reflect final locations of street trees, fences, driveways, streetlights, sidewalks, infrastructure and utilities located within road right-of-ways as well as private lots. Purchasers shall confirm the location of such on the approved drawings with the Town. c) All lots are serviced with Regional Water and Sewer. d) Purchasers and/or tenants are advised that the proposed finished lot and/or block grading may not meet typical Town lot grading standards in certain areas, to facilitate preservation of existing vegetation and to maintain existing adjacent topographical conditions. It is recommended that potential purchasers obtain proposed grading information, including grading for the specific lot, prior to purchasing the lot. e) Purchasers and/or tenants are advised that the development potential for lots may be limited due to constraints on the available developable area as shown on the Sales Office Plan and it is recommended that potential purchasers obtain zoning information, including specific lot requirements, prior to purchasing the lot. f) Purchasers and/or tenants are advised that urban design architectural design control measures apply to the development at the cost of the developer and require approval to the satisfaction of Town Administration prior to offering lots and/or models for sale and, in addition, it is recommended that potential purchasers obtain a copy of the approved design guidelines, prior to purchasing a lot.

	A clause requiring the foregoing obligations after registration of the Plan shall be included in the Subdivision Agreement.
50.	<p>Notices and Warning Clauses – Purchase Agreement - Site Map Identifying Lands Intended to be Protected as Perimeter Planting</p> <p>That the Owner agrees to provide photographic evidence of a posted site map at all locations where the lots are offered for sale and provide a copy to all purchasers, identifying the planting of the rear portion of Lots 7-16 inclusive, whereby no plantings shall be removed and they shall be maintained by the Owner. The site map shall also include the existing perimeter planting (i.e., hedgerows) for the other lots, which shall be protected and maintained by the Owner.</p>
51.	<p>Notices and Warnings – Rear Lot Plantings</p> <p>The Owner shall include the following clause in any agreement of purchase and sale entered into with respect all Lots within the Plan:</p> <p>“Purchasers are advised that planting within the rear portion of Lots 7-16 inclusive is intended to be protected, whereby no plantings shall be removed and they shall be maintained by the Owner. Purchasers of the other lots are advised that the existing perimeter planting (i.e., hedgerows) is intended to be protected, whereby no plantings shall be removed and they shall be maintained by the Owner.”</p>
52.	<p>Notices and Warnings - Purchase Agreement – Retaining Walls</p> <p>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 the Town for any works related to the retaining walls.</p>
53.	<p>Notices and Warning Clauses – Grading Plans</p> <p>That the Owner agrees to provide photographic evidence of the posted approved lot grading plans, when available, at any location where lots in a particular plan of subdivision are offered for sale, and to provide all purchasers with a copy of the individual lot grading and plot plans developed for each lot once approved by the developer’s professionals and Town Administration, as it is available, and in any event, prior to the issuance of Building Permits. Each homeowner shall be provided a copy of the final approved lot grading plans for their lot, prior to assumption.</p>
54.	<p>Notices and Warning Clauses – Posting and Availability of Copies of Draft Plan</p> <p>That the Owner agrees to make copies of the approved draft plan and conditions available to all purchasers and provide photographic evidence of the visibly posted approved draft plan for the public’s viewing where units are offered for sale.</p>
55.	<p>Notices and Warnings – Information Sign</p> <p>That the Owner agrees that, prior to execution of the subdivision agreement, to provide photographic evidence that an information sign(s) was erected in conformity with the Town Sign By-law 2003-0065. This sign(s) shall be designed and located to the satisfaction of Town Administration. It is further agreed that</p>

	<p>the Owner is not required to obtain a permit under the Town Sign By-law if the provisions of this condition are followed. The Owner shall only erect the sign(s) after the contents and location(s) have been approved by Town Administration. Further, the Owner agrees to maintain the sign(s) and only remove the sign(s) upon sale of the last residential lot in the plan or such earlier time as may be approved by Town Administration. The information sign shall accurately depict a colour rendered plan of subdivision which clearly details the following information:</p> <ul style="list-style-type: none"> a) Approved zoning categories of the lands, including reference to the amending By-law number; b) Adjacent Open Space blocks; c) Lands intended for dedication gratuitously to the Town; d) Residential lotting pattern; e) Adjacent recreational trails; f) Canada Post facilities; g) Reserve blocks; h) Street names and collector road designation. i) Labels indicating all environmental features and associated buffers and stormwater management facilities.
56.	<p>Cash In Lieu That the Owner agrees to provide cash-in-lieu of parkland at a rate of five per cent of the total developable area pursuant to the requirements of the Planning Act.</p>
57.	<p>Open Space That the Owner agrees to satisfy the Town with respect to:</p> <ul style="list-style-type: none"> a) conveying, free and clear, Open Space Blocks to the Town for walkway and hamlet buffer purposes; b) cleaning up and improving the lands in Open Space Blocks by removing any debris to the satisfaction of Town Administration.
58.	<p>Compensation Plantings That the Owner agrees to provide a compensation strategy to the satisfaction of Town Administration in coordination with the Tree Preservation Report and Edge Management Plans at a location agreed to by the Town. General landscape plantings for streetscape, storm water management pond, and Hamlet Buffer plantings will not be considered compensation.</p>
59.	<p>Invasive Species Management Program That the Owner agrees to design and implement an Invasive Species Management program if required as part of the Edge Management Plans, to be conducted for the duration of the subdivision construction period, until final acceptance by the Town.</p>
60.	<p>Fencing That the Owner agrees to prepare and implement a fencing plan to the satisfaction of Town Administration. The plan shall demonstrate all fence details and locations. General Requirements include, but are not limited to:</p> <ul style="list-style-type: none"> • construct a black vinyl chain link fence at all locations between Town Blocks and Private Lots to the satisfaction of Town Administration.

	Additional fencing provisions of the Urban Design Guidelines (April 2021) prepared by MBTW Group / W Architect Inc. are to be implemented to the satisfaction of Town Administration.
61.	<p>Hamlet Buffer Block Zoning</p> <p>That the Town Restricted Area Zoning By-law shall place all lands within the Hamlet Buffer (Block 35) in a restrictive open space/conservation category which shall contain clauses which will have the effect of:</p> <ul style="list-style-type: none"> prohibiting the erection of all buildings and structures, including excavations and grading, other than those works necessary for flood and/or erosion purposes.
62.	<p>Walkway Block</p> <p>That the Owner agrees to construct a 6 m walkway in Block 34. The final design will be to the satisfaction of Town Administration.</p>
63.	<p>Hamlet Buffer Planting</p> <p>That the Owner agrees to provide plantings within the Hamlet Buffer (Block 35) to a planting density and standard to the satisfaction of the Commissioner of Recreation & Parks.</p>
64.	<p>Landscape Planting</p> <p>That the Owner submits a landscape plan that includes planting to the rear of Lots 7-16 inclusive consisting of trees to provide screening from the existing residences that back onto the site to the satisfaction of the Commissioner of Recreation & Parks. The existing perimeter planting (i.e., hedgerows) for the other lots shall be protected and maintained by the Owner. Should any existing plantings within the hedgerows be damaged or removed as a result of grading or construction activities, compensation plantings shall be provided to the satisfaction of the Commissioner of Recreation & Parks.</p>
65.	<p>Town of Halton Hills “Green Checklist” Conditions</p> <p>That the Owner agrees to provide a complete submission in accordance with Town Green Development Standards to the satisfaction of Town Administration and that the Developer/Owner shall agree in the Subdivision Agreement to implement all items the Developer/Owner has selected from the Town’s Green Development Standards Checklist, signed and submitted by the Developer/Owner to the Town.</p>
66.	<p>Oak Ridge Drive Sidewalk</p> <p>That the Owner submits a sidewalk plan that includes a sidewalk along the west side of Oak Ridge Drive from Wildwood Road to McMaster Street and along the north side of McMaster Street to walkway Block 34 to the satisfaction of Town Administration. The sidewalk is to be designed and constructed at the Owner’s cost.</p>
67.	<p>Internal Sidewalk</p> <p>That the Owner submits a sidewalk plan that includes a sidewalk along the outside of Street A from walkway Block 34 to the proposed sidewalk along Oak Ridge Drive to the satisfaction of Town Administration.</p>

68.	<p>Minimum Basement Elevations</p> <p>That Owner agrees that the minimum basement elevations shall be shown on the grading plans demonstrating that the dwellings will be located a minimum of 0.6 metres above the high water table, subject to meeting Region servicing and hydrogeologic requirements, and subject to satisfying the Town's Chief Building Official.</p>
69.	<p>That the Owner agrees to pay an administration fee based on the following rate(s) as part of the execution of the full servicing agreement with the Town. Partial payment will be required as part of the execution of any pre-servicing agreement, with the remainder due upon execution of the full servicing agreement.</p> <p>The administration fee will be based on a construction cost estimate provided by the Consulting Engineer and approved by the Town. The fee will be based on:</p> <ul style="list-style-type: none"> • 6.5% of the first \$500,000.00 of the estimated construction value, plus • 5.5% of the next \$500,000.01 to \$1,500,000.00 of the estimated construction value, plus • 4.5% of any estimated construction value in addition to \$1,500,000.01.
CREDIT VALLEY CONSERVATION	
70.	<p>Prior to the registration of this plan, or any phase thereof, and prior to the commencement of any site servicing and associated grading works, that the following information be prepared to the satisfaction of the Town of Halton Hills and Credit Valley Conservation Authority (CVC):</p> <ol style="list-style-type: none"> a. A Stormwater Management (SWM) Implementation Report consistent with the recommendations of an approved Functional Servicing Report (FSR). b. Plans/reports demonstrating the details of the stormwater management pond Outlet #1 (adjacent to Wildwood Road) and modifications to this roadside ditch and culvert therewithin to fulfill all requirements for the issuance of permits pursuant to Ontario Regulation 160/06, including, but not limited to: <ol style="list-style-type: none"> i. Demonstration that the rip-rap lining (or an acceptable alternative) and energy dissipator is designed appropriately for the expected flow rates; ii. Consideration is given to the ditch both upstream and downstream of the driveway culvert, and that as water flows into Silver Creek valley, the potential for erosion is assessed, and mitigation provided if required, to account for the increased flows from the SWM outlet and increased conveyance of a new driveway culvert; and iii. Detailed plans illustrating restoration and stabilization details.

	<ul style="list-style-type: none"> c. Plans/reports demonstrating the details of the proposed sanitary sewer for the fulfillment of all requirements for the issuance of permits pursuant to Ontario Regulation 160/06, including, but not limited to: <ul style="list-style-type: none"> i. Design of this infrastructure to consider the risks associated with being located within a flood hazard; ii. Dewatering details; iii. Detailed plans illustrating construction phasing, as appropriate, and material/stockpile/equipment storage; and iv. Detailed plans illustrating restoration and stabilization details. d. That should the works associated with the sanitary crossing under the Credit River be undertaken as part of the subject application, the following information is provided: <ul style="list-style-type: none"> i. A frac-out contingency plan based on the preferred method of trenchless installation; ii. A trenchless installation method for the installation of the sanitary sewer across the Credit River following the recommendations of a geotechnical assessment and a trenchless specialist contractor; and iii. Plans/reports demonstrating the details of the crossing, including the fulfilling of all requirements for the issuance of a permit pursuant to Ontario Regulation 160/06. e. Erosion and Sediment Control Plans – with the objective of minimizing off site erosion and controlling sedimentation.
71.	<p>That the Subdivision Agreement between the Owner and the Town contain provisions, wherein the Owner agrees to:</p> <ul style="list-style-type: none"> a. Carry out the works noted in Condition 70 above.
HALTON CATHOLIC DISTRICT SCHOOL BOARD	
72.	<p>That the Owner agrees to place the following notification in all offers of purchase and sale for all lots/units and in the Town's Subdivision Agreement, to be registered on title:</p> <ul style="list-style-type: none"> a) Prospective purchasers are advised Catholic school accommodation may not be available for students residing in this area, and that you are notified that students may be accommodated in temporary facilities and/or bused to existing facilities outside the area.

	<p>b) Prospective purchasers are advised that the HCDSB will designate pick up points for the children to meet the bus on roads presently in existence or other pick up areas convenient to the Board, and that you are notified that school buses will not enter cul-de-sacs.</p> <p>In cases where offers of purchase and sale have already been executed, the Owner is to send a letter to all purchasers which include the above statements.</p>
73.	That the Owner agrees in the Subdivision Agreement to the satisfaction of the HCDSB, to erect and maintain signs at all major entrances into the new development advising prospective purchasers that if a permanent school is not available alternative accommodation and/or busing will be provided. The Owner will make these signs to the specifications of the HCDSB and erect them prior to the issuance of building permits.
74.	That the Developer agrees that should the development be phased, a copy of the phasing plan must be submitted prior to final approval to the HCDSB. The phasing plan will indicate the sequence of development, the land area, the number of lots and blocks and units for each phase.
75.	That a copy of the approved sidewalk plan, prepared to the satisfaction of the Town of Halton Hills be submitted to the HCDSB.
76.	The Owner shall provide HCDSB a geo-referenced AutoCAD file of the Draft M-plan once all Lot and Block numbering has been finalized. Should any changes occur after the initial submission to Lot and Block configuration or numbering on the draft M-plan the Owner shall provide a new AutoCAD file and a memo outlining the changes.
HALTON DISTRICT SCHOOL BOARD	
77.	<p>The Owner agrees to place the following notification in all offers of purchase and sale for all lots/units and in the Town's Subdivision Agreement, to be registered on title:</p> <p>a) Prospective purchasers are advised that schools on sites designated for the Halton District School Board in the community are not guaranteed. Attendance at schools in the area yet to be constructed is also not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area.</p> <p>b) Prospective purchasers are advised that school buses will not enter cul-de-sacs and pick up points will be generally located on through streets convenient to the Halton Student Transportation Services. Additional pick up points will not be located within the subdivision until major construction activity has been completed.</p> <p>In cases where offers of purchase and sale have already been executed, the Owner is to send a letter to all purchasers which include the above statements.</p>
78.	That the Developer agrees that, should the development be phased, a copy of

	the phasing plan must be submitted prior to final approval to the Halton District School Board. The phasing plan will indicate the sequence of development, the land area, the number of lots and blocks and units for each phase.
79.	That the Owner shall supply, erect and maintain signs at all major entrances into the new development advising prospective purchasers that pupils may be directed to schools outside of the area. The Owner will make these signs to the specifications of the Halton District School Board and erect them prior to the issuance of building permits.
80.	That a copy of the approved sidewalk plan, prepared to the satisfaction of the Town of Halton Hills be submitted to the Halton District School Board.
81.	The Owner shall provide Halton District School Board a geo-referenced AutoCAD file of the Draft M-plan once all Lot and Block numbering has been finalized. Should any changes occur after the initial submission to Lot and Block configuration or numbering on the draft M-plan the Owner shall provide a new AutoCAD file and a memo outlining the changes.
UTILITIES	
82.	That the Owner agrees to provide to Town Administration, prior to entering into an agreement with the Town, confirmation from; <ul style="list-style-type: none"> a) Halton Hills Hydro; b) a Telecommunications company(ies), and; c) a Natural Gas company, that satisfactory arrangements have been made for the installation of underground services in the draft plan of subdivision, in the event underground services are required.
HALTON HILLS HYDRO	
83.	The Owner agrees that Halton Hills Hydro must be contacted for an Electrical Service Layout if a new service or upgrade to an existing service is required, or metering changes and that the location and method of servicing is at the sole discretion of Halton Hills Hydro.
84.	The Owner agrees that any costs due to changes required of Halton Hills Hydro's distribution system (i.e., moving poles to accommodate lane ways, driveways and parking lots, etc.) will be borne by the Owner.
85.	The Applicant is required to complete the necessary requirements to obtain a Registered Subdivision Agreement with Halton Hills Hydro.
CANADA POST	
86.	The Owner/Developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
87.	The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility, including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
88.	The Owner/Developer will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's

	concrete pad specification drawings.
89.	The Owner/Developer will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
90.	The Owner/Developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
91.	The Owner/Developer agrees, prior to offering any of the residential units for sale, to place a "Display Map" on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Community Mailbox site locations, as approved by Canada Post and the Town of Halton Hills.
92.	The Owner/Developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new home purchaser that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot #s) of each of these Community Mailbox locations, and further, advise any affected homeowners of any established easements granted to Canada Post.
93.	The Owner/Developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off.
HALTON REGION	
94.	The Owner shall provide digital copies of the registered plan of subdivision to the Region of Halton, prior to registration of the plan. The Owner shall also provide Halton Region's Development Project Manager prior to registration and prior to commencement of any works, digital drawings in accordance with the Region of Halton's Digital Drawing Specifications for Development and as well upon submission of the "as constructed drawings".
95.	The Owner agrees to deposit mylars and/or digital copies of the registered plan of subdivision to the satisfaction of the Town, and that prior to the registration of the plan, the Owner's surveyor shall submit to the Region of Halton, horizontal co-ordinates of all boundary monuments for the approved draft plan of subdivision. These co-ordinates must be to real 6° UTM co-ordinates, NAD 83 datum.
96.	The Owner agrees that should the development be phased, the Owner shall submit a phasing plan prior to final approval of the first phase. The phasing plan will indicate the sequence of development, the land area in hectares, the number of lots and blocks for each phase and the proposed use of all blocks including, the proposed number of units, the specific lots to be developed, site access to each phase, grading and the construction of public services. The phasing must be reflected in all engineering reports.

97.	As set out in the requirements of Halton Region's Protocol for Reviewing Development Applications with Respect to Contaminated or Potentially Contaminated Sites, the Owner shall submit an updated Phase I Environmental Site Assessment (ESA), done to O.Reg. 153/04 standards to the satisfaction of the Regional Municipality of Halton prior to any site alteration, servicing or grading of the site. If further work is determined by the updated Phase I ESA, the Owner shall undertake all required works and recommendations of the report prior to site alteration, servicing or grading of the site. The author of the environmental report(s) submitted must extend third party reliance to the Region of Halton.
98.	The Owner shall contact the Ministry of Environment, Conservation and Parks (MECP) to determine if there are requirements under the <i>Endangered Species Act (ESA)</i> and shall provide communications from MECP to the Region of Halton that confirm that the proposed works have been authorized by MECP under that legislation.
99.	The Owner agrees to include in all Offers to Sell, Agreement of Purchase and Sale and Lease or Reservation Agreements and any other similar documents registered on title the following: "Purchasers/tenants are advised of the property's proximity to existing agricultural uses and that nuisance odours, noise and dust from normal farm practices may on occasion occur."
100.	The Owner shall provide notification to purchasers and/or tenants of lots to advise them that the homeowner will be responsible for waste disposal until such time as the proposed homes are 90% constructed and Halton Region deems their street safe and accessible to receive Regional waste collection services.
101.	The Owner shall have the Functional Servicing Report revised to address the Regional water and wastewater comments outlined in the Regional comment letter to the Town of Halton Hills dated February 3, 2023, including the provision of updated modelling results using the InfoWater (Pro) Regional model.
102.	The Owner shall provide to the Region of Halton an 8 metre wide easement free and clear of all encumbrances between Lots 11 and 12 for the purpose of operation and maintenance of Regional infrastructure and revise the draft plan of subdivision accordingly, to the satisfaction of Halton Region. The Owner shall also provide all necessary documentation to the satisfaction of the Region that the connecting easement between the draft Plan and Eighth Line is available for the installation, operation and maintenance of required Regional infrastructure.
103.	The Owner shall enter into any required agreements and satisfy all requirements, financial and otherwise of Halton Region, including but not limited to, the phasing of the plan for registration, investigation of soil contamination and soil restoration, the provision of roads and the installation of water and sanitary sewer services, utilities and drainage works. This agreement is to be registered on title to the lands.
104.	That a detailed engineering submission be prepared in accordance with all related design standards and By-laws of Halton Region, accompanied by the Engineering and Inspection fee and submitted to Halton Region for review,

	approval and sign off to the satisfaction of Halton Region, prior to the preparation of the Regional Subdivision Agreement. As part of the engineering review and approval process, the Owner will be responsible for notifying the residents adjacent to the existing easement of the construction plan for the watermain installation within the existing easement.
105.	The Owner agrees to contact existing residents fronting the proposed external sanitary sewer regarding potential interest in connecting to the sanitary sewer. Should satisfactory financial arrangements be made with the individual residents, the Owner agrees to provide these residents with a sanitary sewer connection. Furthermore, all correspondence with the residents will be provided to Halton Region for review with such initial review to occur prior to contact with the residents.
106.	That the Owner agrees to implement the recommendations of the approved Hydrogeological Assessment as part of the engineering design.
107.	The Owner acknowledges that upon draft approval, Halton Regional services within the plan of subdivision may be installed, provided the engineering drawings have been approved by the Region and Town of Halton Hills, the Regional Subdivision Agreement has been executed, insurance obtained, appropriate financial security has been posted, a pre-construction meeting has been conducted, all relevant fees paid to the satisfaction of the Region, and all requisite government approvals have been obtained and notices given to all public utilities.
108.	If Regional services are installed prior to subdivision registration, the Owner agrees to provide Halton Region "as constructed" drawings of those services, certified by a professional engineer, before registration takes place.
109.	The Owner acknowledges and agrees that registration of all or part of this subdivision may not take place before all external water and wastewater infrastructure necessary for the plan are secured or are in place to the satisfaction of Halton Region.
110.	The Owner acknowledges and agrees that the Owner will be responsible for all costs associated with the installation and maintenance of the booster pumps and related appurtenances required for individual houses. Furthermore, these booster pumps and related appurtenances will be decommissioned by the Owner, at the Owner's expense, once the Region of Halton has completed infrastructure improvements to the watermain system.
111.	The Owner shall confirm that sufficient servicing allocation has been obtained from the Town of Halton Hills prior to final approval of the subdivision. The applicant is required to receive 32 SDEs of water allocation from the Town of Halton Hills based on the current unit count in the submission.
112.	The Owner shall have the Hydrogeological Assessment revised to address the Regional hydrogeological comments outlined in the Regional comment letter to the Town of Halton Hills dated February 3, 2023 and agrees to implement the recommendations of the revised study, to the satisfaction of Halton Region or the Region's delegates.
113.	Should changes be made to the subdivision engineering/design from what was provided in the November 2022 submission and as reviewed in the Regional

	comment letter to the Town of Halton Hills dated February 3, 2023, any additional potential impacts to wells would need to be assessed and updated hydrogeological information provided to the Region of Halton for review to the satisfaction of Halton Region or the Region delegates.
114.	<p>The Owner shall submit a Well Survey and Monitoring Report to Halton Region's Development Project Manager and the Halton Region Health Department for review prior to any site alteration, all of which shall be to the satisfaction of Halton Region or the Region delegates. The Owner shall:</p> <ul style="list-style-type: none"> a) prior to any site alteration or construction activities, conduct a door to door survey of neighbouring properties (partially informed by water well records and water meter data) within 500 metres of the development area or the expected area of influence as determined by a hydrogeologist, to gather background information about well water quality and quantity at each off-site well (information gathered, if permission by the property owner is granted, must include as a minimum testing for coliform, E. coli, iron, turbidity and static water level for bored/dug wells); b) conduct off-site well monitoring and testing of a representative number of wells within the study area as determined by a hydrogeologist, done bi-annually during construction and for a minimum of one year following the completion of all construction; c) in the event that construction dewatering is required, construct two monitoring wells between the location of private wells and the area of dewatering; the location of the monitoring wells shall be agreed to by Halton Region and shall be equipped with continuous water level monitoring devices - the data from these devices shall be provided to Halton Region for a three month period prior to construction, every three months throughout construction and for a year following completion of construction; and d) agree to resolve all claims of well interruption due to the construction of municipal services to the satisfaction of Halton Region's Development Project Manager. <p>Should there be any complaints of water quality or quantity problems to the neighbouring well water supply, the Owner must immediately supply the complainant with an alternate supply of water which must continue until the matter is resolved. The developer's hydrogeologist must investigate the complaint and provide the Region with a report indicating whether, in their professional opinion the complaint is valid. If it is determined by the Region's designated hydrogeologist that the complaint is valid, the Owner must either construct a new private well or, if permitted under Regional policy, provide a connection to the municipal water system.</p>
115.	The Owner shall conduct a survey of the property to identify all existing wells and/or private sewage disposal systems related to the former use of the lands. The Owner further agrees to decommission any existing wells and private sewage disposal systems in accordance with Provincial legislation and

	guidelines as well as Halton Region Health Department Guidelines, to the satisfaction of Halton Region's Community Planning Section.
CLEARANCES	
116.	That prior to Final Plan Approval, Credit Valley Conservation advises the Town of Halton Hills that conditions 70 to 71 have been satisfied.
117.	That prior to Final Plan Approval, the Halton Catholic District School Board advises the Town of Halton Hills that conditions 72 to 76 have been satisfied.
118.	That prior to Final Plan Approval, the Halton District School Board advises the Town of Halton Hills that conditions 77 to 81 have been satisfied.
119.	That prior to Final Plan Approval, the Utilities advise the Town of Halton Hills that condition 82 has been satisfied.
120.	That prior to Final Plan Approval, Halton Hills Hydro advises the Town of Halton Hills that conditions 83 to 85 have been satisfied.
121.	That prior to Final Plan Approval, the Canada Post advises the Town of Halton Hills that conditions 86 to 93 have been satisfied.
122.	That prior to Final Plan Approval, Halton Region advises the Town of Halton Hills that conditions 94 to 115 have been satisfied.
TIMEFRAME	
123.	That the Owner agrees that draft approval shall lapse three (3) years from the date of issuance of draft approval. Any extension of approval is contingent upon a review and possible revision to the Conditions of Draft Approval to ensure that they remain current and reflect best practices.
NOTES	
1.	Education Development Charges are payable in accordance with the applicable Education Development Charge By-law and are required at the issuance of a building permit. Any building permits that are additional to the maximum unit yield that is specified by the Subdivision Agreement are subject to Education Development Charges prior to the issuance of a building permit, at the rate in effect at the date of issuance.
2.	The Owner/Developer of any condominiums will be required to provide signature for a License to Occupy Land agreement and provide winter snow clearance at the Community Mailbox locations.
3.	Enhanced Community Mailbox Sites with roof structures will require additional documentation as per Canada Post Policy.
4.	There will be no more than one mail delivery point to each unique address assigned by the Municipality.
5.	Any existing postal coding may not apply; the Owner/Developer should contact Canada Post to verify postal codes for the project.
6.	The complete guide to Canada Post's Delivery Standards can be found at: https://www.canadapost.ca/cpo/mc/assets/pdf/business/standardsmanual_en.pdf
7.	Fees are required by Halton Region for each extension to draft approval and for major revisions to the draft plan or conditions.
8.	Any hydrogeological reports that require peer reviewing, will be reviewed by Halton Region's peer reviewer at the expense of the Owner.
9.	The Owner will be required to pay all applicable Regional Development Charges (DCs) in accordance with the Region of Halton Development Charges

	<p>By-law(s), as amended. If a subdivision (or other form of development) agreement is required, a portion of the Regional DCs for residential units may be payable upon execution of the agreement or in accordance with the terms and conditions set out in the agreement. In addition, commencing January 1, 2017 every owner of land located in Halton Region intended for residential development will be subject to the Front-ending Recovery Payment. Residential developments on lands located in Halton Region that prior to January 1, 2017 are part of a Regional allocation program, or have an executed Regional/Local Subdivision or consent agreement, or have an executed site plan agreement with the Local Municipality, or received a notice in writing from the Local Municipality that all requirements under the Planning Act have been met, or obtained a building permit are not subject to the Front-ending Recovery Payment.</p> <p>The above note is for information purposes only. All residential development applicants and every owner of land located in Halton Region assume all of the responsibilities and risks related to the use of the information provided herein. Please visit the Region's website at https://www.halton.ca/The-Region/Finance-and-Transparency/Financing-Growth/Development-Charges-Front-ending-Recovery-Payment to obtain the most current information which is subject to change.</p>
10.	<p>It should be noted that the entire property is identified as having archaeological potential. Although the archaeological assessment has already received provincial approval, the proponent is cautioned that during development activities, should archaeological materials be found on the property, the Archaeology Program Unit of the Ministry of Citizenship and Multiculturalism should be notified immediately (archaeology@ontario.ca). In the event that human remains are encountered during construction, the owner shall immediately notify the police or coroner, the Registrar, Ontario Ministry of Public and Business Service Delivery, who administers provisions of that Act related to burial sites and the Ministry of Citizenship and Multiculturalism. All soil disturbance must stop to allow the authorities to investigate.</p>