

SCHEDULE 4 – CONDITIONS OF DRAFT PLAN OF SUBDIVISION

CONDITIONS OF DRAFT APPROVAL FOR PLAN OF SUBDIVISION

**FILE: D12/CHARLESTON HOMES
(Bishop Court Phase 2)**

LEGAL DESCRIPTION Part Lot 23, Concession 10, Glen Williams 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 D12/Charleston Homes, prepared by Wellings Planning Consultants Inc. revised on May 7, 2024, consisting of 28 single detached lots, open space blocks (Block 29, 30 and 31), a stormwater management pond block (Block 32), 0.3 m reserve blocks (Blocks 33 and 34) and a public internal subdivision street.	Planning
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.	Legal Dev Eng
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.	Dev Eng Trans
4.	Development Agreement. That the Owner agrees to enter into a separate Development Agreement with the Town for any external servicing work required on Town owned lands.	Legal Dev Eng
5.	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.	Zoning
6.	Zoning By-law Conformity 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.	Zoning
7.	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. If applicable, the Owner agrees to cover all associated costs for renaming and adjusting the civic addresses for all existing properties on the road allowance.	Planning Dev Eng

8.	<p>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.</p>	Dev Eng
9.	<p>Public Lands Conveyance 1 That the Owner agrees to transfer the open space blocks (Blocks 29, 30, 31) and stormwater management pond block (Block 32) and dedicate the 0.3m reserve blocks (Block 33 and 34) and a public internal subdivision street gratuitously to the Town prior to any conveyance of the lots by the Owner to the satisfaction of Town Administration.</p>	Parks Legal
10.	<p>Public Lands Conveyance 2 That the Owner agrees to prepare a reference plan (R-plan) for the 10 metre Hamlet Buffer on the plan(s) prepared by the Applicant and shall dedicate those lands gratuitously to the Town prior to any conveyance of the lots by the Owner to the satisfaction of Town Administration.</p>	Legal Planning Parks
11.	<p>SWM Pond Conveyance and Maintenance That the Owner agrees to convey Block 32 to the Town of Halton Hills gratuitously and to ensure that the block 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.</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>	Dev Eng Legal
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>	Planning
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>	Dev Eng
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>	Dev Eng

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 on the approved drawings, 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.</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>	Dev Eng
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>	Dev Eng
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 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>	Dev Eng Parks
18.	<p>As Constructed and Asset Management Record 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 Consolidated Linear Infrastructure Environmental Compliance Approval from the Ministry.</p> <p>The Owner further agrees to provide a summary of details in a format as required by the Town to update the Asset Management database 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>	Dev Eng
19.	<p>0.3 m Reserves That the Owner agrees to provide 0.3m reserves, as required by Town Administration.</p>	Trans Dev Eng
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</p>	Parks Trans Dev Eng

	Active Transportation Master Plan and any future updates, as adopted by Town Council to the satisfaction of Town Administration.	
21.	<p>Sediment, Erosion and Mud Tracking</p> <p>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 inspections of the implemented design and as required, recommend modifications to the plan to suit the site conditions and time of year. The monitoring by the Engineer shall continue through the home building stage of construction and shall only terminate once the site has been stabilized to the 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>	Dev Eng
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; 	Dev Eng

	<p>m) Communications plan for providing notification to and addressing concerns of:</p> <ul style="list-style-type: none"> • immediately adjacent residents; • Glen Williams residents; • residents from surrounding and adjacent areas who may be impacted; • the broader community who may have questions about the development; and • Purchaser/New homeowners; <p>n) 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>o) 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>	
23.	<p>Timing of Completion of Works That the Owner agrees that time is of the essence in the completion of site works as set out in the construction schedule and that, failing completion of on or off site works in a timely manner as determined by 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>	Dev Eng
24.	<p>Topsoil That the Engineer shall submit a plan calculating the total amount of topsoil required for site restoration including all road allowance, open space, storm water management blocks and lots plus 10% and shall identify stockpile location within the site complete with appropriate erosion and sediment control to the satisfaction of Town Administration. It is the Town's expectation that all surplus debris and topsoil shall be removed from the site prior to the commencement of home construction.</p>	Dev Eng
25.	<p>Construction of Grading Drainage and Servicing That the Owner agrees to have designed and constructed all grading,</p>	Dev Eng

	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.	Dev Eng
27.	Daylight Triangles That the Owner agrees to provide daylight triangles at all intersections and inside bends of all streets to the satisfaction of Town Administration.	Trans Dev Eng
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.	Dev Eng
29.	Phasing of Construction That the Owner agrees that all reasonable attempts be made 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.	Planning
30.	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.	Dev Eng
31.	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.	Dev Eng
32.	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.	Dev Eng Trans
33.	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: 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).	All
34.	Peer Reviews for Studies Post Draft Plan Approval 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: hydrogeological, 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	All

	incurred by the Town prior to the execution of the Subdivision Agreement.	
35.	<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 shall 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 D12/Charleston Homes.</p> <ul style="list-style-type: none"> a) Functional Servicing Report which needs to identify and support the road layout, under and above ground servicing, general grading, open space location and lot configuration and size, etc. The Functional Servicing Report specifically for D12/Charleston Homes shall be approved prior to the approval and registration for D12/Charleston Homes. 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 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. 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. d) Geotechnical Report to provide recommendations for the pavement design of internal roads, requirements for subdrains and design information for building foundations. 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 	All

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.

- 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.
- 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.
- h) Edge Management Plan: That 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 Community Services.
- 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.
- 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

	<p>Landscape Architect (as required) for peer review at the applicant's expense and approval to the Town's satisfaction.</p> <p>k) Environmental Implementation Report: The terms of reference for this report shall be as per the Glen Williams Secondary Plan. The Report will describe, in detail, the limits of development, and environmental/ecological constraints present on the site, including any recommended mitigation, resulting from the proposed development. It shall also address the means whereby stormwater will be conducted from the site to a receiving body, and the means whereby erosion, sedimentation, and their effects will be contained and minimized on the site both during and after the construction period. The Owner agrees that all facilities for stormwater management purposes, including infiltration facilities, if any, shall be operational to the satisfaction of the CVC, and the Town Engineer, prior to the issuance of final approval.</p> <p>l) Any hydrogeological reports that require peer reviewing, may be reviewed by the municipality's peer reviewer at the expense of the Owner.</p>	
36.	<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 the Urban Design Guidelines (March 2021) prepared by John. G. Williams Limited or any subsequent update to the document, in accordance with the implementation provisions therein to the satisfaction of Town Administration.</p>	Planning
37.	<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 (March 2021) prepared by John. G. Williams or any subsequent update to the document 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, 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>	Planning

	<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>	
38.	<p>Urban Design Guidelines and Subdivision Agreement That prior to registration the Owner agrees that the content of the Urban Design Guidelines will be 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>	Planning
39.	<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 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.</p>	Legal Dev Eng
40.	<p>Landowner Brochure That a landowner brochure shall be prepared to the satisfaction of the Town s and distributed to landowners of Lots 1-3 and 24-28 describing the function of the plantation that contributes to the Natural Heritage System. The landowner brochure shall describe the benefits of enhancing the plantation’s diversity, good forestry practices, encroachment, invasive species management and include reference to the Region’s Tree By-law.</p>	Planning Parks
41.	<p>Notices and Warning Clauses: Conjoined Driveway That the Owner agrees to notify on title that Lots 13 and 14 and Lots 15 and 16 share a conjoined driveway, if applicable. Notification clauses shall be included in the Town’s Subdivision Agreement regarding operations and maintenance responsibilities, and it is the Owner’s responsibility to ensure the purchasers are aware of these details. It is recommended that information is included within the respective Purchase and Sale Agreements.</p>	Dev Eng
42.	<p>Notices and Warning Clauses: Sales Office Plan 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>	Planning

	<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, streetlights, 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." <p>Until the subdivision plan is registered the following information must also be shown in BOLD CAPITAL TYPE, to the satisfaction of the Town:</p> <ol style="list-style-type: none">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	
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	<p>perform their obligations within the time prescribed in any Agreements of Purchase and Sale.</p> <ul style="list-style-type: none"> 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 private sanitary. 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 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. 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. <p>A clause requiring the foregoing obligations after registration of the subdivision plan shall be included in the Subdivision Agreement.</p>	
43.	<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 document 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>	Planning
44.	<p>Notices and Warning Clauses: Signed Agreement by Homeowner Acknowledging Notices and Warning Clauses</p> <p>That the Owner shall collect from each purchaser a signed acknowledgment of having received 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 acknowledgment to the satisfaction of Town Administration.</p>	Planning
45.	<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</p>	Planning

	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.	
46.	Notices and Warning Clauses - Purchase Agreement – Purchase Agreement Plan That the Owner agrees to provide a Purchase Agreement Plan within all offers of purchase and sale that includes the contents of the Sales Office Plan referenced in the relevant condition above in a clear and legible format to the satisfaction of Town Administration.	Planning
47.	<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 private sanitary services. 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. <p>A clause requiring the foregoing obligations after registration of the Plan shall be included in the Subdivision Agreement.</p>	Planning
48.	Notices and Warnings - Purchase Agreement – Retaining Walls The Owner further agrees to include in offers of purchase and sale, notice advising purchasers that they are responsible for the cost and maintenance of	Dev Eng

	the retaining walls and that they will require permits from the Town for any works related to the retaining walls. Such notice will also be included in the subdivision agreement to be registered on title	
49.	<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, Open Space Block (Blocks 29, 30, 31) and Stormwater Management Block (Block 32): <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 Hamlet Buffer, Open Space Block (Blocks 29, 30, 31) and Stormwater Management Block (Block 32), refer to b. ii.); 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 will be constructed in the Hamlet Buffer, Open Space Block (Blocks 29, 30, 31) and Stormwater Management Block (Block 32); ii. 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. <p>The types of and location of fencing adjacent to Municipally owned land shall be installed by the Owner in accordance with Town Policy.</p>	Parks
50.	<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>	Dev Eng
51.	<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>	Planning
52.	<p>Notices and Warnings – Information Sign</p> <p>That the Owner agrees that, prior to registration of the Plan of subdivision, 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 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</p>	Planning

	<p>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. 	
53.	<p>Notices and Warnings – Proximity to Agricultural Uses That 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.”</p>	Planning
54.	<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>	Parks
55.	<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 of encumbrances, Open Space, Natural Heritage System, and Buffer Blocks to the Town for trail, walkway and hamlet buffer purposes, and to provide the required Certificate of Title; b) cleaning up and improving the lands in Open Space, Natural Heritage System and Buffer Blocks by removing any debris to the satisfaction of Town Administration. 	Parks
56.	<p>Compensation Plantings That the Owner agrees to provide a compensation strategy to the satisfaction of Town Administration in coordination with the Environmental Implementation Report, 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 standard Hamlet Buffer plantings will not be considered compensation.</p>	Parks
57.	<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>	Parks
58.	<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. • construct wooden board on board fence per the Town’s standards where residential lots abuts the rear yard of other existing residential lots, 	Parks Dev Eng

	<p>in consideration with any other compensation planting and existing vegetation, to the satisfaction of Town Administration.</p> <ul style="list-style-type: none"> Construct wooden board on board fence per the Town's standards where residential lots are exposed to the Town's ROW to the satisfaction of Town Administration. <p>Additional fencing provisions of the Urban Design Guidelines are to be implemented to the satisfaction of Town Administration.</p>	
59.	<p>Hamlet Buffer Block Zoning</p> <p>That the Town Restricted Area Zoning By-law shall place all lands within the Hamlet Buffer 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. 	Zoning
60.	<p>Hamlet Buffer Planting</p> <p>That the Owner agrees to provide plantings within the Hamlet Buffer to a planting density and standard to the satisfaction of the Commissioner of Community Services.</p>	Parks
61.	<p>Landscape Planting</p> <p>That the Owner submits and implements a landscape plan for any proposed lots that are adjacent to existing residential properties that includes planting consisting of trees to provide screening to the existing residences that back onto the site to the satisfaction of the Commissioner of Community Services. 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 because of grading or construction activities, compensation plantings shall be provided to the satisfaction of the Commissioner of Community Services.</p>	Parks
62.	<p>Town of Halton Hills "Green Development Standards Checklist" Conditions</p> <p>That the Owner agrees to provide a complete submission in accordance with Town Green Development Standards Checklist v3 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>	Comm Services
63.	<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>	Building
64.	<p>That the Owner agrees to pay an administration fee based on the following rate(s) prior to the execution of the subdivision agreement with the Town. Partial payment will be required prior to the execution of any pre-servicing agreement, with the remainder due upon execution of the subdivision 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 	Dev Eng

	<p>construction value, plus</p> <ul style="list-style-type: none"> • 4.5% of any estimated construction value in addition to \$1,500,000.01. 	
65.	<p>Open Space Information Guide That the Owner agrees that, prior to registration and as part of the Edge Management Plan, an Open Space Information Guide or Welcome Letter will be prepared for review and approval by the Town and distribution by the Owner to new homeowners.</p>	Parks
66.	<p>Trail Construction That the Owner agrees to design and construct a trail system from the new roadway through the Open Space Blocks 29, 30 and 31, and the Hamlet Buffer block to the satisfaction of the Town, and in accordance with the Active Transportation Master Plan recommendations.</p>	Parks
67.	<p>Stormwater Facility Trail and Recreational Infrastructure That the Owner agrees to provide pedestrian trail access through the Stormwater Management Facility (Block 32), including appropriate infrastructure for a trail access block which will allow passive recreational use of the Stormwater management block, including but not limited to a trellis & benches, to the satisfaction of the Town. The owner shall provide a facility fit plan to show that grading, buffers for adjacent properties, maintenance access and trail connections can be accommodated in the current block size, or the size of the block shall be adjusted accordingly to accommodate all required features. Pedestrian access shall extend to the existing storm water management pond and existing Bishop Court.</p>	Parks Dev Eng
68.	<p>Environmental Implementation Report Recommendations and Supplemental Plantings That the Owner agrees to provide all supplemental landscape plantings and implement all mitigation measures as per the Environmental Implementation Report, to the satisfaction of the Town Administration, and to stabilize any disturbed areas within the setback from the long-term stable top of slope setback to the satisfaction of the Town.</p>	Parks
69.	<p>Securities The Owner agrees to provide securities to the satisfaction of the Commissioner of Transportation and Public Works. The value of the securities will be determined utilizing estimated construction values (supply, install and warranty) based on a cost estimate prepared by the Consulting Engineer. These securities are required as part of the pre-servicing agreement and the subdivision agreement.</p>	Dev Eng
70.	<p>Security Revision After two years and then on an annual basis, regardless of completion of work, the Owner agrees to provide the Town with updated cost estimates to reflect inflation and increased construction costs. Based on these estimates the Owner agrees to top-up the securities to reflect these changes. This shall not act as a reduction process for the held securities.</p>	Parks Dev Eng
71.	<p>CLI-ECA Pre-authorization and Fees That the Owner obtains an approval from the Town under the CLI-ECA 328-S701 and pay applicable fees in accordance with the Town By-law 2023-2436 to amend Appendix A in the User Fee By-law 2022-0068. The Owner is advised that the CLI-ECA pre-authorization shall have further conditions as part of its issuance.</p>	Dev Eng
72.	<p>Maintenance Fees Prior to registration of the Plan of Subdivision the Owner agrees to pay the perpetual maintenance fee for all stormwater management infrastructures in</p>	Dev Eng

	accordance with the Town of Halton Hills current Stormwater Management Policy.	
73.	That the Owner agrees to grant all easements or blocks as required, free and clear of any encumbrances, to the Town or other appropriate authority.	Legal
74.	<p>Completion of Rough Grading</p> <p>That the Owner agrees to construct all rough grading and associated works, as deemed necessary by the Commissioner of Transportation and Public Works and the Commissioner of Community Services and/or as indicated on the engineering drawings, prior to the issuance of any Building Permits.</p> <p>That the Owner agrees to have designed and constructed all grading, drainage, and servicing under the Town's jurisdiction, to the satisfaction of the Commissioner of Transportation and Public Works and the Commissioner of Community Services.</p>	Dev Eng Parks
75.	<p>Construction and Maintenance Access</p> <p>That the Owner ensures the construction and maintenance access for the drainage swale on Lots 24- 28 will be accommodated outside of the woodlands.</p>	Planning
76.	<p>Protection of Naturalization Plantings</p> <p>That the Owner ensures the drainage swales will be constructed on Lots 5-16 and maintenance access will not be granted from the Hamlet Buffer in order for the naturalization plantings to be protected.</p>	Planning
77.	<p>Earthworks - Required Plans/Reports</p> <p>That the Owner fulfills the following requirements prior to any earthworks on the subject property:</p> <ul style="list-style-type: none"> a) That the Owner submits a final consolidated Environmental Impact Study (original study, addendums, updated figures and response matrixes) from all submissions to the Town of Halton Hills satisfaction. b) That the Owner submits final Restoration and Naturalization Plans for enhancement areas and lands within the Open Space Blocks 29, 30 and 31, Living Fence on Lots 1-3 and Hamlet Buffer, that includes details on post-construction monitoring, comprises native species, is compatible with the Natural Heritage System and is based on the conclusions and recommendations of the Environmental Impact Study prepared by North South Environmental to the satisfaction of the Town of Halton Hills. c) That the Owner submits as part of detailed design, a detailed trail plan that includes mitigation and restoration/enhancements for the Open Space Blocks 29, 30 and 31 and the Hamlet Buffer that is consistent with the Environmental Impact Study prepared by the North South Environmental, to the satisfaction of the Town of Halton Hills. d) Prior to tree removal, that the Owner submits a Tree Preservation and Protection Plan to the satisfaction of the Town and is also consistent with the Environmental Impact Study prepared by North South Environmental. 	Planning

78.	Restoration and Naturalization Plans That the Owner implements the final Restoration and Naturalization Plans for enhancement areas and lands within Open Space Blocks 29, 30 and 31, Living Fence on Lots 1-3 and Hamlet Buffer, Tree Protection and Preservation Plan and Monitoring Plan as described in condition 79 a)-c) above, to the satisfaction of the Town of Halton Hills.	Planning
79.	Fence Installation In the Hamlet Buffer, two chain link fences shall be installed and maintained. One chain link fence is to be installed along the rear of the Lots 5-16 and one chain link fence along the perimeter of the Hamlet Buffer as directed by the Environmental Impact Study prepared by North South Environmental and to the satisfaction of the Town, if required.	Planning Parks Dev Eng
80.	Environmental Site Assessment 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 Town of Halton Hills 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(s) of the environmental report(s) submitted must extend third party reliance to the Town of Halton Hills.	Planning
81.	Location of Private Services That 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, to the satisfaction of the Town of Halton Hills.	Building
82.	Nesting Season The Owner shall ensure that any vegetation removal takes place outside of the nesting season, pursuant to the Migratory Bird Convention Act, where necessary.	Planning
83.	Ministry Approval The Owner should obtain the written approval of the Ministry of the Environment, Conservation and Parks (MECP) for any work within significant habitat of endangered and threatened species, as per the Endangered Species Act, where necessary.	Planning
84.	Easements That the Owner agrees to provide and register the appropriate private easements for private services, including but not limited to drainage and access for which the maintenance responsibilities will be shared between or among respective property owners, after the registration of the Plan.	Legal Dev Eng
CREDIT VALLEY CONSERVATION		
85.	That the implementing Zoning By-law shall contain provisions which will place all lands within the Open Space Blocks 29, 30 and 31 in an appropriate designation such that the natural heritage system is protected in perpetuity.	
86.	That the portions of the Natural Heritage System on the property (Open Space Blocks 29, 30 and 31) be gratuitously dedicated to the Town of Halton Hills, as appropriate.	
87.	Prior to the registration of any phase of the plan and any site grading and	

	<p>servicing in the respective phases that the following information be prepared to the satisfaction of the Town of Halton Hills and CVC:</p> <ul style="list-style-type: none"> a. A Stormwater Management (SWM) Implementation Report consistent with the recommendations of the approved Environmental Implementation Report (prepared by North-South Environmental Inc.) and Functional Servicing Report (FSR) (prepared by Matrix Solutions Inc.). b. Detailed engineering and grading plans prepared by a professional engineer for the respective phase and/or overall draft plan of subdivision in accordance with the approved FSR, Hydrogeology Reports and SWM Implementation Report. c. Plans/reports demonstrating the overall water balance will be met including the details of LID mitigation measures and water balance staging, as appropriate. d. Plans/reports demonstrating the details of the feature-based water balance mitigation techniques. e. Appropriate sediment and erosion control measures be implemented as approved by the Town and CVC. f. A dewatering plan, as appropriate, based on direction from a qualified engineer. g. Plans/reports demonstrating the details in accordance with recommendations and proposed mitigation measures of the approved Environmental Implementation Report (prepared by North-South Environmental Inc.) and Wetland Offsetting Memo (prepared by North-South Environmental Inc.). <ul style="list-style-type: none"> i. Plans/reports demonstrating the details of a Wetland and Buffer Restoration planting plan. ii. Plans/reports demonstrating the details of the Restoration and Planting plan adjacent to the watercourses, valley and wetland systems. h. Plans/reports demonstrating the details of the proposed watercourse crossings and channel realignment and naturalization. i. The Owner is to obtain all necessary permits for development within the CVC Regulated Area in accordance with Ontario Regulation 160/06. 	
88.	<p>Prior to registration of any phase of the plan, the following information will be prepared to the satisfaction of the Town and CVC:</p> <ul style="list-style-type: none"> a. Plans/reports demonstrating the details of any proposed trails within or adjacent to the NHS located in Blocks 29, 30 and 31, including fulfilling all the requirements for the issuance of a permit pursuant to Ontario Regulation 160/06. 	
89.	<p>That the Servicing Agreement between the Owner and the Municipality contain provisions, wherein the Owner agrees to:</p>	

	<p>a. Carry out the works in Condition #86 through #89 above.</p> <p>b. That a Warning Clause be included in the Agreements of Purchase and Sale advising that the future landowners of lots abutting the NHS (Blocks 29, 30 and 31) and SWM Facility (Block 33) that the adjacent public land will remain as a low maintenance environment.</p>	
	HALTON CATHOLIC DISTRICT SCHOOL BOARD	
90.	<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> <p>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> <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 and private roads.</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>	
91.	<p>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.</p>	
92.	<p>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.</p>	
93.	<p>That a copy of the approved sidewalk plan, prepared to the satisfaction of the Town of Halton Hills be submitted to the HCDSB.</p>	
94.	<p>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.</p>	
	HALTON DISTRICT SCHOOL BOARD	
95.	<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</p>	

	<p>area. School attendance areas are subject to change and/or student redirections can be implemented to accommodate students outside of their community to address immediate school accommodations pressures.</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>	
96.	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.	
97.	That the Owner 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.	
98.	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.	
99.	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	
100.	That the Owner agrees to provide to Town Administration, prior to registration of the Plan of Subdivision 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	
101.	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.	
102.	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.	
103.	The Applicant is required to complete the necessary requirements to obtain a Registered Subdivision Agreement with Halton Hills Hydro.	
	CANADA POST	
104.	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.	
105.	The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not conflict with any other utility, including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.	
106.	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.	
107.	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.	
108.	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.	
109.	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.	
110.	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.	
111.	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	
112.	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".	
113.	The Owner agrees to deposit mylars and/or digital copies of the registered plan of subdivision to the satisfaction of the Town of Halton Hills, 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.	
114.	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.	
115.	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.	
116.	Any system installation, upgrades or extensions to water services that will be required to service the proposed development will be at the expense of the owner and will require entering into a Servicing Agreement with the Region of Halton, MECP approvals as well as a Services Permit.	
117.	The Owner shall prepare a detailed engineering submission to be submitted to Halton Region's Development Project Manager for review and approval prior to the preparation of the Regional Development Services Agreement.	
118.	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.	
119.	The Owner shall obtain sufficient servicing allocation from the Town of Halton Hills prior to final approval of the subdivision. Based on the Functional Servicing Report Addendum prepared by Matrix Solutions Inc. and dated May 2023, the Owner is required to receive twenty-eight (28) SDEs of servicing allocation from the Town of Halton Hills based on the current unit count.	
120.	That prior to final approval, the Owner is to verify with Halton's Development Project Manager that sufficient servicing capacity exists to accommodate this development.	
121.	The Owner is to provide adequate service pressures which may be achieved at the proposed dwellings with an elevation of 270m or higher by installing in-home booster pumps at these locations.	
122.	That prior to final approval, the Owner obtain water permits from Halton, pay all the necessary fees associated with the permits and meet all of the service permit requirements including the installation of all water meters, to the satisfaction of Halton's Development Project Manager as required.	
123.	The applicant shall comply with the Region's current construction and design standards as stated in the Region's Development Engineering Review Manual, Region of Halton Design Criteria, Contract Specifications and Standard Drawings, Sewer Discharge By-Law 02-03, Multi-unit Servicing Policy as set out in Report PPW01-96 and the By-Law Respecting the Prevention of Backflow Into the Water System as set out in By-Law 157-05.	
124.	The Owner shall submit a Well Survey and Monitoring Report to Halton Region's Development Project Manager 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: <ul style="list-style-type: none"> a. prior to any site alteration or construction activities, conduct a door to door survey of neighbouring properties 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 	

	<p>minimum testing for coliform, E. coli, iron, turbidity and static water level for bored/dug wells);</p> <p>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;</p> <p>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</p> <p>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> <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>	
	CLEARANCES	
125.	That prior to Final Plan Approval, Credit Valley Conservation advises the Town of Halton Hills that conditions 85-89 have been satisfied.	
126.	That prior to Final Plan Approval, the Halton Catholic District School Board advises the Town of Halton Hills that conditions 90-94 have been satisfied.	
127.	That prior to Final Plan Approval, the Halton District School Board advises the Town of Halton Hills that conditions 95-99 have been satisfied.	
128.	That prior to Final Plan Approval, the Utilities advise the Town of Halton Hills that condition 100 has been satisfied.	
129.	That prior to Final Plan Approval, Halton Hills Hydro advises the Town of Halton Hills that conditions 101-103 have been satisfied.	
130.	That prior to Final Plan Approval, the Canada Post advises the Town of Halton Hills that conditions 104-111 have been satisfied.	
131.	That prior to Final Plan Approval, Halton Region advises the Town of Halton Hills that conditions 112-124 have been satisfied.	
	TIMEFRAME	
132.	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 reports that require peer reviewing will be reviewed by Halton Region's peer reviewer at the expense of the Owner.	
9.	No water service connections are to cross existing or proposed property lines.	
10.	The works to be completed by the Owner shall be supervised during their construction by a licensed Professional Engineer of the Province of Ontario with all professional engineering fees paid by the Owner. The Owner's engineer must provide competent full time inspection staff on site during construction activities to obtain the required "as constructed" field information, and to ensure compliance with the approved drawings and Halton Region's Current Construction and Design Standards.	
11.	<p>The Owner will be required to pay all applicable Regional Development Charges (DCs) in accordance with the Region of Halton Development Charges 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 <i>Planning Act</i> 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>	