#### SCHEDULE 4 - CONDITIONS OF DRAFT PLAN OF SUBDIVISION APPROVAL

# CONDITIONS OF DRAFT APPROVAL FOR PLAN OF SUBDIVISION

FILE: D12SUB21.006 - 10616796 CANADA INC. (QUADREAL)

#### **LEGAL DESCRIPTION**

Part Lot 1, Concession 7 Esquesing, Part 1, Plan 20R-22157, Town of Halton Hills, Regional Municipality of Halton, municipally known as 12635 & 12689 Steeles Avenue (Premier Gateway)

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

TOWN	OF HALTON HILLS	Dept./Div.
1.	Draft Approval	Planning
	That approval applies to the proposed Plan of Subdivision D12SUB21.006, prepared by Arcadis, dated May 28, 2025, consisting of four industrial blocks (Blocks 1-4), a storm water management pond block (Block 5), three environmental protection blocks (Blocks 6-8), two road widening blocks (Blocks 9 & 10), a 0.3m reserve block (Block 11), and a	Legal
	new public collector road (Street 'A').	
2.	Enter into Subdivision Agreement That the Owner agrees to enter into a Subdivision Agreement, to satisfy all requirements, financial, servicing and otherwise, of the Town of Halton Hills, to be registered on title prior to final approval. 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 Town Administration.	Dev Eng Trans
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 blocks comply with the Zoning By-law, to the satisfaction of Town Administration.	Zoning
5.	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 <i>Planning Act</i> .	Zoning
6.	Street Naming That the Owner agrees that all Municipal Road allowances included in the plan of subdivision shall be named to the satisfaction of Town Administration (application made to Clerk's Office) and shall be constructed to the Town of Halton Hills standards at the time of registration.	Planning Dev Eng
7.	No Works Until Subdivision or Pre-Servicing 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.	Dev Eng
8.	Public Lands Conveyance That the Owner agrees to transfer the storm water management pond block (Block 5), environmental protection blocks (Blocks 6-8) and a 0.3m reserve block (Block 11) and dedicate road widening blocks (Blocks 9 & 10) and a new public collector road (Street 'A') gratuitously to the Town and provide a Certificate of Title to the satisfaction of Town Administration.	Parks Legal
9.	SWM Pond Conveyance and Maintenance That the Owner agrees to ensure that Block 5 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	Dev Eng Legal

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	Administration.	
	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.	
	As outlined in the Town's Stormwater Management Policy dated March 2009, the Owner shall provide the Town with a Stormwater Maintenance Fee for the perpetual maintenance of all stormwater management infrastructure 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.	
	The Owner agrees that all facilities for stormwater management purposes, including infiltration facilities, if any, shall be operational to the satisfaction of the Town prior to the release of securities.	
10.	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.	Planning
11.	Temporary Works That the Owner agrees to construct all works, which must be considered temporary, to facilitate the development of the subject property, to the satisfaction of Town Administration. These works may include, but are not limited to, emergency access, temporary cul-de-sacs, erosion protection, tree protection and stormwater facilities.	Dev Eng
12.	LED Lights	Dev Eng
	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 standard utilizing L.E.D. lighting and incorporate hydro meters to the satisfaction of Town Administration within 90 days of the issuance of the first Building Permit.  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.	
	The Owner further agrees street light illumination to conform to the latest Illuminating Engineering Society, Roadway Lighting RP-8 standards.	
13.	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 1.5 metres on the exposed face, to the satisfaction of the Town Administration.	Dev Eng
	That the Owner agrees that, unless otherwise shown on the approved engineering drawings, all retaining walls shall be constructed entirely on private property.	
	Any retaining wall proposed to be installed on Town owned lands shall be located, designed and constructed to the satisfaction of Town Administration.	
14.	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, to the satisfaction of Town Administration. The details and the location of the temporary	Dev Eng Parks

	construction fencing, and tree protection fencing shall be clearly shown on the approved Erosion and Sediment Protection drawing and approved Tree Protection Plan submitted to the Town as part of the engineering submission and/or site alteration application. Tree protection fencing will be consistent with recommendations in the approved Arborist Report.  It is the Town's expectation that all temporary construction fencing, and tree protection will be inspected and documented by the Consulting	
	Engineer on a bi-weekly basis and all deficiencies noted are repaired within a minimum 2 clear days of the date of inspection.	
15.	As Constructed and Asset Management Record Info for Public Services	Dev Eng
	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.	
	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.  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.	
16.	<b>0.3m Reserves</b> That the Owner agrees to provide 0.3m reserves, as required by Town Administration.	Dev Eng Trans
18.	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, as approved by Town Council on October 26, 2020, to the satisfaction of Town Administration.  Sediment, Erosion and Mud Tracking That the Owner agrees to have prepared by their Consulting Engineer and have implemented by their contractor an Erosion and Sediment Control Plan to the satisfaction of Town Administration. 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 Consulting Engineer, immediate repairs to deficiencies, tree preservation, and temporary perimeter construction fencing and shall address all phases and stages of construction.	Trans Parks Dev Eng  Dev Eng
	It is the Town's expectation that the Consulting Engineer shall, as a minimum, provide bi-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 Consulting Engineer shall continue through all phases 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 clear days.	
	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.	

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 Consulting Engineer. **Construction Management Plan** Dev Eng 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 the 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: 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; Site access and egress; m) Communications plan for providing notification to and addressing concerns of: Immediately adjacent residents; Residents from surrounding and adjacent areas who may be impacted; The broader community who may have questions about the development; 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 o) A protocol that addresses any additional impacts to private residential or municipal property not foreseen in the CMP including notification, compensation (as required or determined on a case-by-case basis), and conflict resolution provisions as may be appropriate. In addition, the CMP shall be designed to: 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. If, in the opinion of Town Administration, acting reasonably, 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.

20.	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, acting reasonably, 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.	Dev Eng
21.	Topsoil That the Consulting 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 industrial blocks 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 issuance of a Building Permit.	Dev Eng
22.	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.	Dev Eng
23.	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, to the satisfaction of Town Administration.	Dev Eng
24.	Construction of Municipal Road Allowances That the Owner agrees that all Municipal Road allowances included in the Plan of Subdivision shall be constructed to the satisfaction of the Commissioner of Transportation & Public Works and to the Town of Halton Hills standards for urban industrial right-of-way including pedestrian facilities.	Dev Eng
25.	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
26.	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
27.	Detailed Engineering Submission for Each Phase That the Owner agrees to have prepared by a qualified Consulting 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
28.	Grading Plans That the Owner agrees that grading plans shall be prepared and submitted, as part of the detailed engineering submission, to the satisfaction of Town Administration.	Dev Eng
29.	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

## 30. Peer Reviews for Studies Post Draft Approval

All

That the Town reserves the right to have any of the detailed drawings and any material changes to the reports peer reviewed by an appropriate third-party professional at the Owner's expense, after draft approval. This may include, but not be limited to: stormwater management, servicing, geotechnical, environmental site assessment, traffic impact, hydrogeological, geotechnical, slope stability, urban design, architectural design, ecology, and stormwater management including but not limited to related components (e.g., pond outfall), 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.

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### 31. Outstanding Reports and Implementation

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 at minimum but not limited to, 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 Conservation Halton (CH). The reports must be approved prior to the approval of the Engineering submission and prior to the start of any onsite works. 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 D12SUB21.006 – QuadReal.

- 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 D12SUB21.006 QuadReal shall be approved prior to the approval and registration for D12SUB21.006 QuadReal. The stormwater management component of the Functional Servicing Report shall be to the satisfaction of Town Administration and Conservation Halton. 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 lands.
- 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, to the satisfaction of Town Administration.
- d) Geotechnical Report to provide recommendations for the pavement design of internal roads, requirements for subdrains and design information for building foundations, to the satisfaction of Town Administration.
- 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.
- f) Subwatershed Impact Study (SIS), which shall be revised to satisfy all outstanding concerns to the satisfaction of the Commissioner of Transportation & Public Works. The Owner shall provide a letter of reliance from the Consulting Engineer pertaining to the modelling component of the SIS validating that the model, data and results can be relied upon by the Town for subsequent engineering designs.
- g) Environmental Site Assessment and Remediation Report to assess property to be conveyed to the Town to ensure that such property is free of contamination, to the satisfaction of Town Administration. 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 lands to be conveyed to the Town are free of contamination.
- h) Traffic Impact Study to address all modes of travel in accordance with the Town's Traffic Impact Guidelines, to the satisfaction of Town Administration. 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 shall 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.
- i) Edge Management Plan: That the Owner agrees to have the plan prepared by a qualified ecologist or arborist and submitted to the Town for approval, prior to any on-site works being undertaken. The plan is developed in coordination with the Tree Preservation and Inventory Report, which together 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.
- j) Scoped Environmental Impact Study: The report shall be scoped in consultation with the Town and relevant review agencies to address outstanding environmental concerns with respect to the watercourse crossing and the need for detailed site-specific mitigations based on design drawings (60% or more advanced), all to the satisfaction of Town Administration. Although the limits of the natural heritage system and development blocks have been finalized through the SIS, it is understood that a more detailed assessment of local environmental impacts will be required upon advancement of the subdivision design to address certain areas/features. The report will build on the SIS and integrate with other relevant reports/plans as required. The Owner agrees to provide plans for and implement all mitigation measures as per the SIS/EIS and to the satisfaction of Town Administration, including any associated ecological planting and monitoring plans.
- k) Restoration and Enhancement Plan: The final Restoration and Enhancement Plan shall include sealed design drawings by a qualified professional and an accompanying management report outlining the design strategy and the details of an adaptive monitoring and maintenance plan, according to the final SIS and EIS, to the satisfaction of Town Administration. It is the Town's expectation that the enhancement measures will not only mitigate negative impacts

	but also provide opportunities to improve the ecological integrity and resilience of the existing Natural Heritage System (NHS), while being mindful of the effects of the infrastructure for the private crossing.	
	I) Adaptive Monitoring and Management Plan: An Adaptive Monitoring and Management Plan is required to assess the implementation and efficacy of mitigation measures and to ensure that the goals and objectives of the final Restoration and Enhancement Plan are achieved, to the satisfaction of Town Administration. Town staff will work with the design consultant and relevant agencies to scope the requirements of the adaptive plan.	
	The EIS shall identify how the ecological monitoring and management plan will be implemented (e.g. through site plan control, conditions of planning approval or regulations by the appropriate authority, etc.), in accordance with s.118(4) of the ROP and detail any securities requirements or other measures needed to guarantee mitigation measures are successfully implemented.	
	Adaptive Monitoring and Management Plans for restoration and enhancement areas are to include details on maintenance practices and schedules, as well as competition and invasive species controls. It will include contingency plans to account for dieback, and outline at what survival rate(s) and at what year it can be reasonably concluded that the implementation of the final Restoration and Enhancement plan was successful.	
32.	Noise and Vibration Studies  That the Owner agrees that the recommended noise and vibration abatement measures will be reassessed and determined through an updated Noise and Vibration Study submitted with the Site Plan application for each industrial block, to the satisfaction of Town Administration.	Dev Eng
33.	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 the Conservation Authority permit(s) in good order for the term of both the Pre-servicing Agreement and this Subdivision Agreement.	Legal Dev Eng
34.	Cash In Lieu of Parkland That the Owner agrees and acknowledges that cash-in-lieu of parkland is deferred and will be required at the time of site plan approval for each industrial block on the plan of subdivision. The Owner shall incorporate in all offers of purchase and sale or lease of the industrial block(s), a statement that advises prospective purchasers or lessees of this clause.	Parks
35.	<ul> <li>Open Space That the Owner agrees to satisfy Town Administration with respect to: <ul> <li>a) Maintaining all Open Space, Storm Water Management Pond, and Environmental Protection Blocks in a safe, stable and free draining condition at all times and that will not be used for the storing of materials, equipment or debris, in accordance with the Adaptive Monitoring and Management Plan.</li> <li>b) Cleaning up and improving the lands in Open Space, Storm Water Management Pond, and Environmental Protection Blocks by removing any debris in accordance with the Adaptive Monitoring and Management Plan.</li> <li>c) Implementing the applicable recommendations in the final Restoration and Enhancement Plan with respect to the Environmental Protection Blocks.</li> </ul> </li></ul>	Parks Dev Eng
36.	Compensation Plantings That the Owner agrees to provide a compensation strategy to the satisfaction of Town Administration in coordination with the Tree Preservation Report, Edge Management Plans and SIS/EIS at locations agreed to by the Town. Every effort shall be made to accommodate	Parks Env Plan
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considered by the Town.  37. Invasive Species Management Program That the Owner agrees to design and implement an Invasive Species Management program as required as part of the Edge Management Plans, Erosion and Sediment Control Plan, and final Restoration and Enhancement Plans to be implemented for the duration of the subdivision construction period, until final acceptance by the Town, all to the satisfaction of Town Administration.  38. 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:  a) Construct a black vinyl chain link fence and/or decorative safety fence between Town Blocks and Private Blocks and between Street 'A' and Town Blocks at all locations as determined by the Town, acting reasonably.  b) Construct wooden board on board fence to the Town's standards along the rear property lines of Blocks 1, 2, 3 and 4 and along other private property lines as determined by the Town.  c) Construct acoustic barrier where required in accordance with the recommendations of the approved Noise and Vibration Feasibility Study (i.e., within Blocks 2, 3 and 4).  d) Construct and maintain natural heritage system fencing in accordance with the recommendations of the Scoped Environmental Impact Study, to the satisfaction of Town Administration. Fencing type(s) considered must be appropriate for target species and account for factors such as municipal safety and fencing standards, aesthetics, elevation, durability, maintenance, and importantly drainage.  39. Landscaped Planting Setback Abutting Residential Properties That the Owner submits and implements a landscape plan for any proposed industrial blocks 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 perimete	an
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Community Services.	
40. Town of Halton Hills "Green Development Standards Checklist" Conditions That the Owner agrees to work with the Town at the Site Plan Control stage of the development to implement applicable and relevant components of the Town's Green Development Standards Checklist v3, recognizing that Bill 17, Protect Ontario by Building Faster and Smarter Act, 2025, limits the ability for municipalities to implement Green Development Standards as they apply to the construction and demolition of buildings.	
Administration Fee 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.	ng
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:	
<ul> <li>6.5% of the first \$500,000.00 of the estimated construction value, plus</li> <li>5.5% of the next \$500,000.01 to \$1,500,000.00 of the estimated construction value, plus</li> <li>4.5% of any estimated construction value in addition to</li> </ul>	

	\$1,500,000.01.	
42.	Security That the Owner agrees to provide security to the satisfaction of Town Administration. The value of the security will be determined utilizing	Dev Eng Parks
	estimated construction values (supply, install and warranty) based on a cost estimate prepared by the Consulting Engineer and Landscape Architect. The security is required as part of the pre-servicing agreement and/or the Subdivision Agreement.	
43.	Security Revision	Dev Eng
	That 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, to the satisfaction of Town Administration. Based on these estimates the Owner agrees to top-up the security to reflect these changes. This shall not act as a reduction process for the security the Town holds.	Parks
44.	Consolidated Linear Infrastructure-Environmental Compliance Approval (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	Dev Eng
	Owner is advised that the CLI-ECA pre-authorization shall have further conditions as part of its issuance.	
45.	Easements and Blocks That the Owner agrees to grant all easements or blocks as required, free and clear of any encumbrances, to the Town or other appropriate	Legal Dev Eng
40	authority.	DI :
46.	Environmental Site Assessment That as set out in the requirements of Halton Region's Protocol for Reviewing Development Applications with Respect to Contaminated or	Planning
	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 Town Administration, 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 and Halton Region.	
47.	Location of Private Services	Building
	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 Town Administration.	
48.	Nesting and Roosting Season  That to reduce the risk of contravention of provincial and federal regulations governing protection of wildlife in Ontario, the Owner shall	Env Plan
	ensure that any permitted vegetation removals occur outside of the main active season of April 1 <sup>st</sup> to October 31 <sup>st</sup> of any given year. This timing	
	window does not account for early nesting species which require consideration in certain habitats. This mitigation shall be factored into project scheduling and shall appear on design drawings to ensure contractor compliance.	
49.	Ministry Approval	Env Plan
	That the Owner shall obtain:	
	(a) 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.  (b) The written approval from Fisheries and Oceans Canada for any works within fish habitat, as necessary.  (c) The written approval from the Ministry of Natural Resources and	
	Forestry for any collection of fish or wildlife, as necessary.	

50.	Easements	Logol
50.	That the Owner agrees to provide and register:	Legal Dev Eng
	<ul> <li>a) Appropriate public easements for public services, including but not limited to a (temporary) turning circle at the northern end of Street 'A' on its east side, and drainage (east side of Blocks 2, 3, &amp; 4 to the stormwater management pond block);</li> <li>b) Private reciprocal easements for any private services, for which the maintenance responsibilities will be shared between or among respective property owners, after the registration of the Plan;</li> <li>c) An easement in favour of the Town on, over and below the private crossing to allow the Town access to the environmental protection blocks (Blocks 6 &amp; 7) in order to monitor and manage the Natural Heritage System; and</li> <li>d) An easement in favour of the Town to permit access onto Block 8, which is landlocked, in order to monitor and maintain the Natural Heritage System within Block 8.</li> </ul>	Env Plan
51.	Urban Design Brief	Planning
	That the Owner agrees to incorporate and implement the content and design recommendations of the Urban Design Brief (dated June 2021) prepared by Glen Schnarr & Associates Inc., into the detailed design process of the site's Steeles Avenue frontage, the Steeles Avenue and Street 'A' intersection and the Street 'A' right-of-way to the satisfaction of the Commissioner of Planning & Development, Commissioner of Transportation & Public Works and Commissioner of Community Services.	Parks Dev Eng Trans
	The content and design recommendations outlined in the Urban Design Brief relate to, but are not limited, to the following design elements:	
	<ul> <li>Entry features (e.g., enhanced landscaping) at the intersection of the new public collector road (Street 'A') with Steeles Avenue and at the main entrances to the industrial blocks and industrial buildings;</li> <li>Pedestrian sidewalk on the west side and multi-use pathway on the east side of Street 'A' for the complete road length along with appropriate pedestrian/active transportation connections to building entrances;</li> <li>Street trees along the boulevards of Street 'A';</li> <li>Landscaped strips and buffers, with enhanced landscaping, screening (e.g., fencing, berms) and buffers adjacent to residential and cultural heritage properties;</li> </ul>	
	<ul> <li>Crosswalks with appropriate pavement markings at Steeles Avenue and along Street 'A' at the entrances to the industrial blocks; and</li> <li>Street lighting along Street 'A'.</li> </ul>	
	A cross section of Street 'A' shall be provided for review and approval, which includes a clear depiction of the following design elements:	
	<ul><li>Road and curbs;</li><li>Pedestrian and active transportation facilities;</li></ul>	
	<ul> <li>Street trees and boulevard plantings; and</li> </ul>	
	Street lighting.	
52.	Notices and Warning Clauses – Posting and Availability of Copies of Draft Plan  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 blocks are offered for sale (e.g., sales office, project website), to the satisfaction of Town Administration.	Planning
53.	Phasing That the Owner agrees that, in the event that future development of the property is to be phased (registration of Draft Plan of Subdivision in phases), 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	Planning Dev Eng

	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.	
<u> </u>		D 1
54.	Arborist Certification  That prior to the assumption of public services the Owner agrees to have an arborist/landscape architect certify that all plantings by the Owner are disease free, healthy, and are planted to the Town's Standards in accordance with the approved drawings. For natural heritage plantings, confirmation from a qualified ecologist/ecosystem restoration practitioner	Parks Dev Eng Env Plan
	shall be incorporated.	
55.	Rough Grade, Topsoil and Apply Seed and Mulch That the Owner agrees to rough grade, topsoil and apply seed and mulch on all blocks identified as Reserve Blocks and blocks precluded because	Dev Eng Parks
	of phasing, and the Owner agrees to maintain these blocks and lots including periodic grass cutting and weed control until such time as development occurs, all to the satisfaction of Town Administration. The seed mixes shall be free of noxious and invasive species and align with	
	other Town conditions regarding stabilization.	
56.	Conveyance of Storm Water Run-Off  That the Owner agrees to provide suitable conveyance of storm water run-off from external drainage area(s) to the proposed municipal storm water drainage system via an easement and/or block for storm sewers/overland ditch(es) as per Town policy along the property lines of the proposed lots to the satisfaction of the Commissioner of Transportation & Public Works.	Dev Eng
57.	Utilities Confirmation	Dev Eng
	That the Owner agrees to provide to the Town of Halton Hills confirmation from the telecommunications company, Halton Hills Hydro and 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.	J
58.	Landscape and Streetscape Plans	Parks
	That the Owner agrees to provide Landscape and Streetscape Plans for the public road in accordance with the detailed design as approved by Town Administration, in accordance with the Urban Design Brief.	Planning
59.	Traffic Control Signs That traffic control signs to be installed along the new public Street 'A' shall be in accordance with Ontario Traffic Manuals Book 5, 6, 8 and 12 guidelines.	Trans
60.	Pavement Markings That pavement markings shall conform to Ontario Traffic Manual Book 11.	Trans
61.	No Parking Signs That "No Parking" signs shall be installed on the east and west sides of Street 'A' from Steeles Avenue to the cul-de-sac, to the satisfaction of Town Administration.	Trans
62.	Pedestrian Facility That a pedestrian facility shall be provided on both sides of Street 'A' to the satisfaction of Town Administration. The west side shall include a municipal sidewalk, and the east side shall include a multi-use pathway.	Trans
63.	Design of Street 'A'	Trans
	That Street 'A' shall conform to the Transportation Association of Canada (TAC), 1999 Town Subdivision Manual, and Geometric Design Guide for Canadian Roads with regards to the truck turning templates (design vehicle: WB-20, Tractor Semitrailer), access radiuses and access minimum spacing.	Dev Eng
64.	SWM Monitoring	Dev Eng
	That at a minimum, monitoring of a SWM system is required for 2 years after 80% of the area is built out. It shall be completed before the commencement of maintenance period of the system to the satisfaction of Town Administration.	
	Water Level (WL) observations are required at least four (4) times in total during spring, summer, and fall seasons, where at least two (2) are taken	

	after a significant storm (more than 25mm of rainfall) when the peak at the pond is expected. Winter observations are required to confirm the operating conditions of the facility at least once a year. Annual reporting prepared by a qualified professional is required by March 31 of each year to the Town's staff to prove the performance and functional design of the facility.	
	The WL shall be recorded based on the readings of the staff gauge observed at the time of the inspections. Flow monitoring might be required at the locations specified by the Town's staff. The facility rating curve shall be updated based on the monitoring results and provided to the Town as part of the assumption package prior to the commencement of the maintenance period or final acceptance by the Town.	
65.	Storm Conveyance Feature That the Owner agrees to design and install a storm conveyance feature along the east side of Blocks 2, 3 & 4 to convey drainage flows from the adjacent private properties along Hornby Road for the 100-year storm at a minimum runoff coefficient of 0.9, to the satisfaction of Town Administration. A municipal easement (minimum 6 metres wide) shall be required for the purposes of but not limited to, drainage, access and maintenance. The construction of this storm sewer system shall take place through the subdivision construction, not through a Site Plan Approval.	Dev Eng
	The Town agrees to use best efforts, consistent with applicable laws and regulations, to facilitate the collection of cost recovery from future benefiting developers or property owners to the east of this development. Such efforts may include facilitating the reimbursement of a proportionate share of the Owner's costs for the design and installation of the storm conveyance infrastructure, which is a prerequisite for the issuance of site plan approvals for the properties to the east of this development.	
	As part of the cost recovery process, the Owner shall provide the Town with a cost recovery rate expressed as a dollar amount per square metre of contributing area, to the satisfaction of Town Administration. This rate shall be made available to future applicants at the time of their development application. The Owner shall also provide current contact information for the party responsible for receiving payments, to whom the Town may direct collected fees or instruct applicants to remit payment directly. Upon receipt, all collected fees will be paid/forwarded to the Owner within a reasonable period. The Town's obligation is limited to best efforts and does not constitute a guarantee of payment.	
66.	Storm Sewer Pipe and SWM Pond Inlet Locations That the Owner agrees to ensure that the storm sewer pipes and inlet for the Municipal SWM Pond shall be wholly within the Municipal ROW, within the SWM Pond block or lands dedicated to the Town. The functional design must ensure the Town shall have adequate and safe access to the pipe should any repairs or maintenance be required.	Dev Eng
67.	Infrastructure Crossing That the infrastructure crossing of the watercourse shall be designed & constructed as part of the pre-servicing works through the subdivision process to the Town's satisfaction. Without a permanent crossing in place no construction activities, site alterations or else is permitted on the west portion of the site. The design and implementation will be consistent with the recommendations in, and echo the conclusions of, the SIS that no negative impact on form or function of the natural heritage system will result from the development. The design shall be accompanied with current required permits from the relevant agencies and a monitoring and maintenance plan as per the SIS.	Env Plan Dev Eng
	The erosion and sediment control plan for these works will include ecologically appropriate site isolation/dewatering techniques that are necessary to ensure that the NHS is protected throughout the duration of the works (pre, during and post construction).	

The works to be completed by the Owner for the new crossing shall be supervised during their construction by a licensed Professional Engineer of the Province of Ontario with experience in geomorphology as well as a qualified aquatic biologist, as necessary. The Owner's Consulting Engineer must provide competent full-time inspection staff on site during construction activities to ensure that environmental impacts are monitored and mitigated.

## 68. Natural Heritage System (NHS)

Env Plan

That in accordance with the Official Plan, the Owner shall transfer to the Town, the required natural heritage blocks, including the appropriate buffer lands to provide physical separation between the development and site alteration areas and the adjacent natural areas, to help mitigate potential negative impacts on these features and their associated ecological functions.

The Owner shall ensure that all buffers and setbacks comply with the approved SIS and Conservation Halton requirements. The buffers and setbacks will contain native self-sustaining vegetation in accordance with provincial plans and be detailed in the approved Restoration and Enhancement Plan, to the satisfaction of Town Administration. The Restoration and Enhancement Plan in accordance with the Adaptive Monitoring and Management Plan will outline the length of the management period and will depend on restoration success and adaptive management, as needed, and will have an end date.

The Owner acknowledges and agrees that access from public Street 'A' to Block 1 requires the Owner to construct solely at its own cost, a private roadway that traverses the lands and watercourse identified as part of the NHS ("the Private Crossing").

The Owner agrees to provide the final approved NHS mapping layers in geodatabase format (ArcGIS Desktop Only) to the Town upon finalization of the SIS.

The Owner agrees that the Town may at its discretion, obtain an appropriate environmental protection easement over the Private Crossing to ensure the continued protection of the NHS.

In consideration of the adjacent natural areas, the Owner shall satisfy the following conditions with respect to the construction of the Private Crossing:

- (a) The Owner shall provide and transfer an easement to allow the Town access through, over and below the Private Crossing for the purpose of monitoring and managing the NHS in accordance with the Official Plan and the approved SIS/EIS.
- (b) The Owner shall implement the infrastructure monitoring and mitigation recommendations in the SIS/EIS and be responsible for all costs associated with the improvements, modification and restoration of the Private Crossing in perpetuity to ensure protection and enhancement of the NHS in accordance with Adaptive Monitoring and Management Plan.
- (c) The Owner agrees that the design of the Private Crossing will conform to the design recommendations provided in the approved SIS, to Town satisfaction. The Owner will ensure all necessary mitigation measures are implemented for all phases of construction and will confirm through pre- and post-construction monitoring that the works have not caused a negative impact to the ecological functions of the NHS.
- (d) The Owner acknowledges and agrees that the Private Crossing will be designed and constructed as part of the pre-servicing works and that no construction activities, site alterations or other site works will be permitted on the west portion of the site until the Private Crossing is operational.

69.	<ul> <li>(e) The Owner agrees that the required erosion and sediment control plan shall also include ecologically appropriate site isolation/dewatering techniques that are necessary to ensure the protection of the NHS throughout the various stages of construction.</li> <li>(f) During the construction of the Private Crossing, the Owner shall ensure that works are supervised by an Ontario licensed professional engineer with experience in geomorphology/or professional geoscientist specializing in geomorphology and a qualified aquatic biologist, as necessary. The Consulting Engineer must provide competent full-time inspection staff on site during construction activities to ensure that environmental impacts are monitoring and mitigated.</li> <li>(g) The Owner acknowledges that the Private Crossing may require a permit from Conservation Halton and approval from Fisheries and Oceans Canada and agrees to obtain the permit(s) prior to any work occurring.</li> <li>Digital Copies of Natural Heritage Delineations</li> <li>That the Owner provides digital copies of the approved natural heritage delineations, to the Town. Digital data shall be delivered in one of the following formats:</li> <li>1. ESRI geodatabasev10.x (or newer) feature classes; or</li> <li>2. ESRI shape file format.</li> <li>Shapefiles are to be accompanied by XML metadata file and PRJ projection. Map units shall be in metres (unless otherwise indicated).</li> </ul>	Env Plan
	Digital data will be provided in UTM NAD 83 Zone 17 NAD 83 datum.	
70.	N REGION  That the Owner shall provide digital discs of the registered plan of	HALTON
70.	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".	REGION
71.	That the Owner agrees to deposit mylars and/or discs 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 UTM co-ordinates, NAD 83 datum.	HALTON REGION
72.	That the Owner agrees that, should development be phased, a phasing plan shall be submitted 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.	HALTON REGION
73.	That the letter of concurrence from the Ontario Ministry of Tourism, Culture and Sport that speaks to the results of the submitted Stage 1 and 2 archaeological assessment be provided to Halton Region.	HALTON REGION
74.	That prior to final approval, the Owner must follow the Region's Protocol for Reviewing Development Applications with Respect to Contaminated or Potentially Contaminated Sites, to the satisfaction of Halton Region. Any Environmental Site Assessments that may be required are to be to Ontario Regulation 153/04 standards and the authors of the studies must extend third party reliance to the Region of Halton.	HALTON REGION
75. 76.	That any lands within 23.5 metres of the centre line of the original 66ft right-of-way of Steeles Avenue (Regional Road 8) that are part of the subject property shall be dedicated to the Regional Municipality of Halton for the purpose of road right-of-way widening and future road improvements. All lands to be dedicated are to be with clear title (free and clear of encumbrances) and a Certificate of title shall be provided, in a form satisfactory to the Director of Legal Services or designate.  That daylight triangles measuring 15 metres along Steeles Avenue	HALTON REGION HALTON
. 5.	(Regional Road 8) and 15 metres along the Centre Access (Street A)	REGION

	across from Sixth Line shall be dedicated to the Regional Municipality of Halton for the purpose of road right-of-way widening and future road improvements. All lands to be dedicated are to be with clear title (free and clear of encumbrances) and a Certificate of title shall be provided, in a form satisfactory to the Director of Legal Services or designate.	
77.	That the Owner must enter into a Development Agreement (through the Development Project Manager) for the completion of required works associated with the temporary traffic signals. The Owner is responsible for all costs associated with the works and must submit for approval the design drawings and cost estimates.	HALTON REGION
78.	That prior to final approval, the Owner must verify with Halton's Development Project Manager that sufficient servicing capacity exists to accommodate this development.	HALTON REGION
79.	That the Owner shall provide an addendum to the Functional Servicing Report, to the satisfaction of Halton Region's Development Project Manager that will address the Region's Fire Flow Certification requirements.	HALTON REGION
80.	That the Owner acknowledges that there may not be sufficient water or wastewater plant capacity; storage or pumping facilities and associated infrastructure to accommodate this development and that additional capacity may not become available within the term of this draft approval. The Owner acknowledges that granting of draft plan approval does not imply a guarantee by the Region to service this development within the term of draft approval. The registration of all or part of this plan shall not take place until the Regional Development Coordinator has confirmed that capacity exists to accommodate this development.	HALTON REGION
81.	That the Owner shall ensure that all storm water flows are to be managed by onsite controls and flows are not to be directed on to Regional Roads.	HALTON REGION
82.	That the Owner shall agree that pre and post development storm water flows from this site to the existing drainage system on Steeles Avenue are maintained both during and after construction, such that there are no adverse impacts to the existing system on Steeles Avenue, to the satisfaction of Halton Region's Development Project Manager and that any costs associated with infrastructure works required for storm water management are incurred by the Owner.	HALTON REGION
83.	That 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.	HALTON REGION
84.	That 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 Subdivision Agreement.	HALTON REGION
85.	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 the Town of Halton Hills, the Regional Subdivision Agreement has been executed, appropriate financial security has been posted, 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.	HALTON REGION
86.	That the Owner shall submit a Well Survey and Monitoring Report to Halton Region's Development Project Manager for review prior to any site alteration. The Owner shall:	HALTON REGION
	<ul> <li>a) prior to any site alteration, conduct a Preconstruction Survey of the static water level and quality of all wells within the greater of 500m of the development area, or the expected area of influence as determined by a hydrogeologist;</li> </ul>	
	b) during and post construction and for a minimum of one year     following the completion of construction - monitor a representative	

r		
	number of wells within the study area as determined by a hydrogeologist; and,	
	<ul> <li>c) the Owner shall resolve all claims of well interruption due to the construction of municipal services to the satisfaction of Halton</li> </ul>	
	Region's Development Project Manager.	
87.	That prior to final approval, the Owner obtain water and wastewater	HALTON
	servicing permits from Halton Region, pay all the necessary fees	REGION
	associated with the permits and meet all of the service permit	
	requirements including the installation of all water meters, to the	
CONCE	satisfaction of Halton's Development Project Manager.	
	RVATION HALTON (CH) Pre-Grading or Pre-Servicing:	
88.	That the Owner submits grading plans for all lots and blocks that back	СН
00.	onto the stormwater management block to the satisfaction of	Dev Eng
	Conservation Halton and the Town of Halton Hills.	201 2.19
89.	That the Owner prepares and implements a report outlining erosion and	CH
	siltation controls measures required prior to and during the construction of	Dev Eng
	the subdivision to the satisfaction of Conservation Halton and the Town of	
	Halton Hills. A separate sediment and erosion control plan will be	
	required for the following three phases of construction: a) earthworks b)	
	servicing c) building construction.	
90.	That the Owner obtains a Permit from Conservation Halton, pursuant to	CH
	Ontario Regulation 162/06, for any site alteration within the regulated area	
Drior to	associated with pre-grading or pre-servicing. Registration:	
91.	That the Owner obtains a Permit from Conservation Halton, pursuant to	СН
31.	Ontario Regulation 162/06, for any development or site alteration within	OH
	the regulated area including, but not necessarily limited to, placement or	
	excavation of fill, grading, stormwater outfalls, watercourse alterations or	
	realignments, and watercourse crossings.	
92.	That the Owner revises/updates the Functional Stormwater Management	CH
	Report to reflect all comments from the Town of Halton Hills and	Dev Eng
	Conservation Halton and agree to implement all final recommendations	
	contained within the approved Functional Stormwater Management	
	Report including any addendums to the satisfaction of the Town of Halton	
93.	Hills and Conservation Halton.	CH
93.	That the Owner prepares and submits a Functional Servicing Report and Stormwater Management Plan in accordance with the approved	Dev Eng
	Subwatershed Impact Study to the satisfaction of Conservation Halton	Dev Ling
	and the Town of Halton Hills.	
94.	That the Owner designs, constructs or provides adequate securities	CH
	through the Subdivision Agreement for satisfactory completion of all	Dev Eng
	stormwater management facilities and stormwater outfalls, or appropriate	
	alternative measures, in accordance with the approved Stormwater	
	Management Plan. The Owner further agrees that prior to commencement	
	of site servicing, all stormwater facilities and outfalls must be constructed	
05	and operational.  That the Owner properse and implements, at no cost to the Town of	CH
95.	That the Owner prepares and implements, at no cost to the Town of	_
	Halton Hills, a landscape restoration and enhancement plan for the stormwater management facility to the satisfaction of the Town of Halton	Dev Eng Parks
	Hills and Conservation Halton in accordance with the Town of Halton Hills	i aiks
	Stormwater Management Landscaping Standards and Conservation	
	Halton Landscaping Guidelines. The Owner shall be entirely responsible	
	for the implementation of these features including all financial costs.	
96.	That the Owner pays any outstanding review fees to Conservation Halton,	CH
	if it is determined that a balance is outstanding. Conservation Halton	
	reserves the right to adjust the fees owing based on the current plan	
	review schedule, if time has lapsed since the initial application.	
97.	That the Owner submits the final clearance fee to Conservation Halton,	CH
	pursuant to the Halton Region's Memorandum of Understanding,	
	immediately prior to registration of the draft plan. If the development is	
	phased, each phase will require a separate clearance fee.	

<u>Jubul VIS</u>	sion Agreement	
98.	That the Owner agrees that native non-invasive species shall be planted	CH
<i>3</i> 0.	in accordance with Conservation Halton Landscaping Guidelines for lands	OH
	adjacent to the stormwater management facilities block and for all lands	
	· ·	
99.	within Conservation Halton's regulated area.  That the Owner agrees to implement the Monitoring and Adaptative	CH
	,	_
	Management Plan as per the approved Subwatershed Impact Study to	Dev Eng
	the satisfaction of the Town of Halton Hills and Conservation Halton for	
	the stormwater management plan.	011
100.	That the Owner agrees to submit monthly (or after significant rainfall equal	CH
	or greater than 10mm or snowmelt events) sediment and erosion control	Dev Eng
	reports during construction to the satisfaction of Conservation Halton and	
	the Town of Halton Hills.	
101.	That the Owner ensures that there are no in-water works undertaken	CH
	during the fisheries window as defined by the Ministry of Natural	
	Resources and Forestry (MNRF) and Conservation Halton.	
102.	That the Owner agrees that no fill from the site may be dumped on or off-	CH
	site in an area regulated by a Conservation Authority without the prior	
	written permission of the appropriate Conservation Authority.	
103.	That the Owner agrees to not stockpile fill within Conservation Halton's	CH
	regulated area without prior written approval on Conservation Halton.	
CANAD	A POST	
104.	That the Owner/Developer will consult with Canada Post to determine	CANADA
	suitable locations for the placement of Community Mailboxes and to	POST
	indicate these locations on appropriate servicing plans.	
105.	That the Builder/Owner/Developer will confirm to Canada Post that the	CANADA
	final secured permanent locations for the Community Mailboxes will not	POST
	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.	
106.	That the Owner/Developer will install concrete pads at each of the	CANADA
100.	Community Mailbox locations as well as any required walkways across	POST
	the boulevard and any required curb depressions for wheelchair access	1 001
	as per Canada Post's concrete pad specification drawings.	
107.	That the Owner/Developer will agree to prepare and maintain an area of	CANADA
107.	compacted gravel to Canada Post's specifications to serve as a	POST
	temporary Community Mailbox location. This location will be in a safe	1 001
	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	
100	prepared a minimum of 30 days prior to the date of first occupancy.	
108.	That the Owner/Developer will communicate to Canada Post the	$\bigcirc$ $\bigvee$
	everyation date for the first foundation (or first release) !! !!-	CANADA
	excavation date for the first foundation (or first phase) as well as the	CANADA POST
440	expected date of first occupancy.	POST
110.	expected date of first occupancy.  That the Owner/Developer agrees, prior to offering any of the new	POST CANADA
110.	expected date of first occupancy.  That the Owner/Developer agrees, prior to offering any of the new commercial unit Tenants/Owners for sale, to place a "Display Map" on the	POST
110.	expected date of first occupancy.  That the Owner/Developer agrees, prior to offering any of the new commercial unit Tenants/Owners for sale, to place a "Display Map" on the wall of the sales office in a place readily available to the public which	POST CANADA
110.	expected date of first occupancy.  That the Owner/Developer agrees, prior to offering any of the new commercial unit Tenants/Owners 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	POST CANADA
	expected date of first occupancy.  That the Owner/Developer agrees, prior to offering any of the new commercial unit Tenants/Owners 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.	POST CANADA POST
110.	expected date of first occupancy.  That the Owner/Developer agrees, prior to offering any of the new commercial unit Tenants/Owners 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.  That the Owner/Developer agrees to include in all offers of purchase and	POST  CANADA POST  CANADA
	expected date of first occupancy.  That the Owner/Developer agrees, prior to offering any of the new commercial unit Tenants/Owners 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.  That the Owner/Developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new unit purchaser that	POST CANADA POST
	expected date of first occupancy.  That the Owner/Developer agrees, prior to offering any of the new commercial unit Tenants/Owners 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.  That the Owner/Developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new unit purchaser that mail delivery will be from a designated Community Mailbox, and to	POST  CANADA  POST  CANADA
	expected date of first occupancy.  That the Owner/Developer agrees, prior to offering any of the new commercial unit Tenants/Owners 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.  That the Owner/Developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new unit 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	POST  CANADA  POST  CANADA
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	provided and maintained by the Owner/Developer in order for Canada				
	Post to provide mail service to the residents of this project. For any				
	building where there are one hundred or more units, a secure, rear-fed				
	mailroom must be provided.				
114.	That the Owner/Developer agrees to provide Canada Post with access to	CANADA			
	any locked doors between the street and the lock-boxes via the Canada	POST			
	Post Crown lock and key system. This encompasses, if applicable, the				
	installation of a Canada Post lock in the building's lobby intercom and the				
	purchase of a deadbolt for the mailroom door that is a model which can				
	be retrofitted with a Canada Post deadbolt cylinder.				
HALTO	N HILLS HYDRO				
115.	That the Owner agrees that Halton Hills Hydro must be contacted for an	HALTON			
	Electrical Service Layout if a new service or upgrade to an existing service	HILLS			
	is required or metering changes. Location and method of servicing is at	HYDRO			
	the sole discretion of Halton Hills Hydro.				
116.	That the Owner agrees that any costs due to changes required of Halton	HALTON			
	Hills Hydro's distribution system (i.e., moving poles to accommodate lane	HILLS			
	ways, driveways and parking lots, etc.) will be borne by the Applicant.	HYDRO			
117.	That the Owner is required to complete the necessary requirements to	HALTON			
	obtain a Registered Subdivision Agreement with Halton Hills Hydro.	HILLS			
	, , , , , , , , , , , , , , , , , , ,	HYDRO			
BELL C	ANADA				
118.	That the Owner shall indicate in the Agreement, in words satisfactory to	BELL			
	Bell Canada, that it will grant to Bell Canada any easements that may be	CANADA			
	required, which may include a blanket easement, for				
	communication/telecommunication infrastructure. In the event of any				
	conflict with existing Bell Canada facilities or easements, the Owner shall				
	be responsible for the relocation of such facilities or easements.				
CLEAR					
119.	That prior to Final Plan Approval, <b>Halton Region</b> advises the Town of	HALTON			
1.0.	Halton Hills that conditions 70 to 87 have been satisfied.	REGION			
120.	That prior to Final Plan Approval, <b>Conservation Halton</b> advises the Town	CH			
0.	of Halton Hills that conditions 88 to 103 have been satisfied.	0			
121.	That prior to Final Plan Approval, the <b>Canada Post Corporation</b> advises	CANADA			
'-''	the Town of Halton Hills that conditions 104 to 114 have been satisfied.	POST			
122.	That prior to Final Plan Approval, <b>Halton Hills Hydro</b> advises the Town of	HALTON			
	Halton Hills that conditions 115 to 117 have been satisfied.	HILLS			
	Transfer time that contained to to the have been easiened.	HYDRO			
123.	That prior to Final Plan Approval, <b>Bell Canada</b> advises the Town of	BELL			
120.	Halton Hills that condition 118 has been satisfied.	CANADA			
TIMEFR		O/ (I V/ ID/ I			
124.	That the Owner agrees that draft approval shall lapse three (3) years from	GENERAL			
127.	the date of issuance of draft approval by the Town of Halton Hills. Any	- ALL			
	extension after the initial 3-year period is contingent upon a review and	/ \LL			
	possible revision to the Conditions of Draft Plan Approval to ensure that				
	they remain current and reflect best practices.				
NOTES	they remain current and reflect best practices.				
	Owner will be required to pay all applicable Pagional development charges in	n			
The Owner will be required to pay all applicable Regional development charges in					
	accordance with the Region of Halton Development Charges By-law(s), as amended.				
Please visit our website at <u>www.halton.ca/developmentcharges</u> to obtain the most current					
	elopment charge information, which is subject to change.				
It should be noted that the entire property is identified as having archaeological potential.					
Although an archaeological assessment has been completed, the proponent is cautioned					
that during development activities, should archaeological materials be found on the property,					
the Ontario Ministry of Tourism, Culture and Sport should be notified immediately (416-212-					
8886 or archaeology@ontario.ca). If human remains are encountered during construction,					
	,				
	o or archaeology@ontario.ca). If numan remains are encountered during con proponent should immediately contact the appropriate authorities (police or c soil disturbance must stop to allow the authorities to investigate and the Regis	oroner) and			

all soil disturbance must stop to allow the authorities to investigate and the Registrar of

Cemeteries to be consulted.

- 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.
- 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.
- The Owner is required to fund and undertake all infrastructure works required for storm
  water drainage improvements and upgrades to Steeles Avenue, as identified on the
  approved SWM plans/reports, that are required to accommodate any post development
  storm water flows that are generated from this development. All costs for any drainage
  improvements are to include design, construction and implementation for these upgrades.
- For development adjacent to a Regional Road, the design of storm sewer systems and storm water management ponds to accommodate storm flows from the Regional Road is to be at no cost to the Region. At no time shall the Region contribute to the cost of the land required to construct a storm water management pond or the oversizing of the storm sewer service to accommodate regional or municipal flows.
- 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.
- Enhanced Community Mailbox Sites with roof structures will require additional documentation as per Canada Post Policy.
- There will be no more than one mail delivery point to each unique address assigned by the Municipality.
- Any existing postal coding may not apply, the Owner/Developer should contact Canada Post to verify postal codes for the project.
- We hereby advise the Developer to contact Bell Canada during detailed design to confirm the provision of communication/telecommunication infrastructure needed to service the development.
- The Developer is hereby advised that prior to commencing any work, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is available. If such infrastructure is unavailable, the Developer shall be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure.
- If the Developer elects not to pay for the above noted connection, then the Developer will be required to demonstrate to the satisfaction of the Municipality that sufficient alternative communication/telecommunication will be provided to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e., 911 Emergency Services).
- Enbridge Gas indicates that they have existing gas mains along Steeles Avenue in front of the subject property.