

## SCHEDULE 3 – CONDITIONS OF DRAFT PLAN OF SUBDIVISION

### CONDITIONS OF DRAFT APPROVAL FOR PLAN OF SUBDIVISION FILE: D12SUB17.002 (24T-17002/H) – NORTH AMERICAN (HALTON HILLS) DEVELOPMENT CORPORATION

#### LEGAL DESCRIPTION

#### Concession 5, Part of Lot 15, Town of Halton Hills, Regional Municipality of Halton, municipally known as 10862 Steeles Avenue East (Esqueusing)

TOWN OF HALTON HILLS		
1.	That approval applies to the proposed Plan of Subdivision D12SUB17.002 revised by Guido Papa Surveying (A Division of JD Barnes Limited) dated September 18, 2017, to show the Commercial Blocks (Blocks 1-3), Stormwater Management Block (Block 4), Regional Road Widening Block (Block 5) and internal subdivision street consisting of Street 'A'.	GENERAL – ALL
2.	That the Owner agrees, prior to final approval, to <b>enter into a Subdivision Agreement</b> , to be registered on title, to satisfy all requirements, financial, servicing and otherwise, of the Town of Halton Hills	GENERAL – ALL
3.	That the Owner agrees to provide <b>lot frontage, area, and site specific information</b> as necessary to ensure that all lots and blocks conform to the Zoning By-law.	PLANNING / ZONING
4.	<p>That the Owner agrees to pay an <b>administration fee</b> based on the following rate(s) as part of the execution of the full servicing agreement with the Town. Partial payment will be required as part of the execution of any pre-servicing agreement with the remainder due upon execution of the full servicing agreement.</p> <p>The administration fee will be based on a construction cost estimate provided by the Consulting Engineer and approved by the Town. The fee will be based on:</p> <ul style="list-style-type: none"> <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 \$1,500,000.00</li> </ul>	ENGINEERING
5.	That the Owner agrees that all <b>Municipal road allowances</b> included in the Plan of Subdivision shall be <b>constructed</b> to the satisfaction of the Commissioner of Transportation and Public Works and to the Town of Halton Hills standards for urban industrial right-of-way including pedestrian facilities.	ENGINEERING
6.	That the Owner agrees that all <b>Municipal road allowances</b> included in the plan of subdivision shall be <b>named</b> to the satisfaction of the Town of Halton Hills (application made to Clerk's Office).	CLERKS

7.	Prior to registration of the Plan of Subdivision the Owner agrees to <b>pay the perpetual maintenance fee for all stormwater management infrastructures</b> in accordance with the Town of Halton Hills current Stormwater Management Policy.	ENGINEERING
8.	Prior to registration of the Plan of Subdivision the Owner agrees to pay <b>administration fees</b> in accordance with the Town of Halton Hills Subdivision Agreement.	ENGINEERING
9.	<p>That the Owner agrees to have <b>prepared by a qualified Consulting Engineer(s)</b> and submitted to the Commissioner of Transportation and Public Works for approval, the following reports, based on Terms of Reference as approved by the Commissioner of Transportation and Public Works. The reports must be approved prior to the approval of the Engineering Submission. Recommendations from the reports will be implemented in the detailed design process to the satisfaction of the Commissioner of Transportation and Public Works. All reports and studies must refer to the Draft Plan of Subdivision Second Submission, dated March 7, 2017, signed by Owner September 18, 2017, prepared by Guido Papa Surveying.</p> <ul style="list-style-type: none"> <li>a) <b>Stormwater Management Implementation Report</b> which shall indicate how stormwater is to be accommodated on the subject property and directed to an adequate outfall including all external drainage areas. The Terms of Reference for the report must be approved by the Commissioner of Transportation and Public Works 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 the Commissioner of Transportation and Public Works.</li> <li>b) <b>Siltation Report, Sedimentation and Erosion Control Report</b> 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.</li> <li>c) <b>Geotechnical Report</b>, to provide recommendations for the pavement design of internal roads, requirements for sub-drains and design information for building foundations.</li> <li>d) <b>Tree Preservation and Inventory Report</b> prepared by a qualified Environment Consultant/Landscape Architect or Arborist which identifies existing trees and other vegetation and means of protection, restoration and enhancement, through appropriate plantings or other measures including edge management to the satisfaction of the Commissioner of Recreation and Parks.</li> <li>e) <b>Environmental Site Assessment and Remediation Report</b>, to assess property to be conveyed to the Town to ensure that</li> </ul>	ENGINEERING / REC & PARKS / TRANSPORT. / REGION / CH

	<p>such property is free of contamination. If contamination is found, the consultant will determine its 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 that all properties to be conveyed to the Town are free of contamination.</p> <p>f) <b>Traffic Impact Study</b>, to address vehicular, bicycle and pedestrian movement and site access, the potential impact on the existing road network, traffic signage, the design of bikeways and traffic calming measures. The Commissioner of Transportation and Public Works may request that the data used for the basis of this report be updated to reflect current statistics just prior to the approval of this document.</p>	
10.	<p>That the Owner agrees to incorporate and implement the content and design recommendations of the <b>Urban Design Brief</b> (dated April 2017) prepared by MHBC Planning, Urban Design and Landscape Architecture, into the detailed design process of the site's Steeles Avenue East frontage, the Steeles Avenue East and Street 'A' intersection and the Street 'A' right of way to the satisfaction of the Commissioner of Planning &amp; Sustainability, Commissioner of Transportation &amp; Public Works and Commissioner of Recreation &amp; Parks .</p> <p>The content and design recommendations outlined in the Urban Design Brief relate to, but are not limited, to the following design elements:</p> <ul style="list-style-type: none"> <li>• gateway entry features along the Steeles Avenue East frontage;</li> <li>• pedestrian sidewalks on both sides of the road;</li> <li>• street trees along the boulevards;</li> <li>• landscaped strips and buffers;</li> <li>• impressed crosswalks at the front of the property;</li> <li>• a central median; and,</li> <li>• street lighting.</li> </ul>	PLANNING / ENGINEERING / REC & PARKS / REGION
11.	<p>That the Owner agrees that <b>prior to entering a Pre-servicing Agreement</b> with the Town of Halton Hills, all <b>necessary permit(s)</b> from the related 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 Authority permit(s) in good order for the term of both the Pre-servicing Agreement and this agreement.</p>	ENGINEERING / REGION / CH
12.	<p>That the Owner agrees to <b>grant all easements or blocks as required</b>, free and clear of any encumbrances, to the Town or other appropriate authority.</p>	GENERAL - ALL
13.	<p>That the Owner agrees to <b>deposit mylars of the Registered Plan</b> of Subdivision with the Town of Halton Hills, and provide the Town with computerized information in a format satisfactory to the Town.</p>	GENERAL - ALL
14.	<p>That the Owner agrees to <b>construct all works which must be considered temporary</b> to facilitate the development of the subject</p>	ENGINEERING

	property. These works may include, but not be limited to, emergency access, temporary cul-de-sacs and stormwater facilities.	
15.	That the Owner agrees to install, and make operational, <b>L.E.D. street lighting on all streets and walkways</b> within the Draft Plan of Subdivision, to an urban residential standard, to the satisfaction of the Commissioner of Transportation and Public Works, within 90 days of the issuance of the first Building Permit. The Owner further agrees to arrange for a ten year warrantee from the manufacture of the luminaires and related parts.	ENGINEERING
16.	That the Owner agrees in a subdivision agreement that <b>maintenance of any retaining walls</b> constructed within the Draft Plan of Subdivision shall be the responsibility of the Owner and subsequent Owners, and that no retaining wall shall exceed a maximum height of 1.5 metres on the exposed face.	ENGINEERING
17.	That the Owner agrees to <b>snow fence</b> the limits of the Development prior to commencement of the site works, to the satisfaction of the Commissioner of Transportation and Public Works and that the snow fence shall be maintained and remain in place until such time as directed otherwise by the Commissioner of Transportation and Public Works.	ENGINEERING
18.	That the Owner agrees to construct a <b>black vinyl chain link fence</b> at locations determined by and to the satisfaction of the Commissioner of Transportation and Public Works and the Commissioner of Recreation and Parks.	ENGINEERING / PLANNING / REC & PARKS
19.	That the Owner agrees to construct a <b>wooden board on board fence</b> at locations determined by and to the satisfaction of the Commissioner of Transportation and Public Works and the Commissioner of Recreation and Parks.	ENGINEERING / PLANNING / REC & PARKS
20.	That the Owner agrees to have designed and constructed all <b>grading, drainage and servicing</b> under the Town's jurisdiction, to the satisfaction of the Commissioner of Transportation and Public Works and the Commissioner of Recreation and Parks.	ENGINEERING / REC & PARKS
21.	That the Owner agrees to construct all <b>rough grading and associated works</b> , as deemed necessary by the Commissioner of Transportation and Public Works and the Commissioner of Recreation and Parks and/or as indicated on the engineering drawings, prior to the issuance of any Building Permits.	ENGINEERING / REC & PARKS
22.	That the Owner agrees to provide <b>day-lighting triangles</b> at all intersections and inside bends of all streets to the satisfaction of the Commissioner of Transportation and Public Works.	ENGINEERING
23.	That the Owner agrees to provide two second order, second level <b>Geodetic Benchmarks</b> in suitable locations to the satisfaction of the Commissioner of Transportation and Public Works.	ENGINEERING
24.	That the Owner agrees to <b>post approved lot grading plans</b> , when available, at any location where lots in a particular Plan of Subdivision are offered for sale, and to provide purchasers with a final copy of the individual lot grading and plot plans developed for each lot once approved by the developer's professionals and the Town, as it is available, and in any event, prior to the issuance of Building Permits.	ENGINEERING
25.	That the Owner agrees to make <b>copies of the approved draft plan</b>	PLANNING

	<b>and conditions</b> available and visibly post the approved draft plan for the public's viewing where units are offered for sale.	
26.	That the Owner agrees to <b>stabilize all disturbed soil</b> within 30 days of being disturbed, <b>control all noxious weeds</b> and <b>maintain ground cover</b> , to the satisfaction of the Town's Administration.	ENGINEERING
27.	That the Owner agrees to provide <b>mud tracking pads</b> for construction vehicles at the site entrances, and to direct construction traffic to and from the Draft Plan of Subdivision lands via a specified route to the satisfaction of the Commissioner of Transportation and Public Works.	ENGINEERING
28.	That the Owner agrees that, in the event that future development of the property is to be phased, a <b>detailed development phasing plan</b> must be submitted prior to final approval of the first phase of development. The Phasing Plan shall indicate the sequence of development, the land area in hectares, the number of lots and blocks in each phase, grading to minimize the total soil area exposed at a given time, and construction of public services, to the satisfaction of the Town. The phasing must also be reflected in all required reports.	ENGINEERING / PLANNING / REGION
29.	That the Owner agrees that the <b>grading plans</b> , submitted as part of the detailed engineering submission, be prepared and submitted to the satisfaction of the Commissioner of Transportation and Public Works.	ENGINEERING
30.	That the Owner agrees to provide to the Town sufficient securities for the maintenance and monitoring of <b>sediment and erosion control measures</b> should further development not proceed, to the satisfaction of the Town Administration. The Consulting Engineer shall prepare and submit an estimate for the Town's approval	ENGINEERING
31.	That the Owner agrees to supply, to the satisfaction of the Commissioner of Transportation and Public Works, a <b>digital compatible file of the "as constructed" Public Services</b> , in a format suitable for use with the Town's current version of AutoCAD. The Owner further agrees to have their Consulting Engineer prepare a spreadsheet in a format acceptable to the Town outlining all the Town's new assets.	ENGINEERING
32.	That the Owner agrees to provide <b>0.3 metre reserves</b> , as required by the Commissioner of Transportation and Public Works.	ENGINEERING
33.	That the Owner agrees to have an <b>Arborist certify</b> that all trees planted by the Owner are disease free, healthy and are installed to the Town's Standards after planting and prior to assumption of the public services.	ENGINEERING / REC & PARKS
34.	That the Owner agrees to <b>rough grade, topsoil and apply seed and mulch</b> on all blocks identified as Reserve Blocks and lots precluded because 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.	ENGINEERING / REC & PARKS
35.	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,	GENERAL - ALL

	<p>except in those circumstances that may be specifically authorized by the approving agency(s);</p> <p>b) Carry out, or cause to be carried out, the recommendation(s) or work(s) prescribed in the approved study, report or plan, prior to the registration of the plan, except in those circumstances that may be specifically authorized by the approving agency(s).</p>	
36.	The Owner agrees to provide suitable <b>conveyance of storm water run-off</b> from external drainage area(s) to the proposed municipal storm water drainage system via an easement for storm sewers and/or block for overland ditch(s) per Town policy along the property lines of the proposed lots to the satisfaction of the Commissioner of Transportation and Public Works.	ENGINEERING / CH
37.	That the Owner agrees to provide to the Town of Halton Hills <b>confirmation from the telecommunications company, Halton Hills Hydro and Natural Gas Company</b> 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.	ENGINEERING
38.	The Town reserves the right to have any of the <b>detailed reports and drawings peer reviewed by an appropriate third party professional at the Owner's expense</b> , subsequent to draft approval. This may include, but not be limited to: stormwater management, servicing, geotechnical, environmental site assessment, traffic impact, 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.	GENERAL – ALL
<i>Recreation &amp; Parks</i>		
39.	The Owner agrees to provide <b>Landscape and Streetscape Plans</b> for the public road in accordance with the detailed design as approved by Town administration, in accordance with the Urban Design Brief.	REC & PARKS / PLANNING
40.	That the Owner agrees to have prepared by a certified Arborist and submitted to the Commissioner of Recreation and Parks for approval, prior to any on-site works being undertaken, a <b>Tree Inventory and Preservation Report</b> , which shall address the existing trees on the site. The Owner agrees to implement any recommendations of the Tree Inventory and Preservation Report.	REC & PARKS
41.	The Owner agrees and acknowledges that <b>Parkland Dedication</b> will be required at the time of site plan approval for each lot on the plan of subdivision.	REC & PARKS
<i>Transportation</i>		
42.	Traffic control signs to be installed along the new public Street 'A' shall be in accordance with Ontario Traffic Manuals Book 5, 6 and 8 guidelines.	TRANSPORT.
43.	Pavement markings shall conform to Ontario Traffic Manual Book 11.	TRANSPORT.
44.	No Parking signs to be installed on the east side of the Street 'A' from Steeles Avenue to the cul-de-sac.	TRANSPORT.
45.	Pedestrian facility shall be provided on one side of the road.	TRANSPORT.
46.	Street 'A' shall conform to the Transportation Association of Canada	TRANSPORT.

	(TAC), 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.	
47.	Street light illumination to conform to the Illuminating Engineering Society, Roadway Lighting RP-8-14 standards.	TRANSPORT.
<b>HALTON REGION</b>		
48.	The Owner shall provide digital discs 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".	REGION
49.	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.	REGION
50.	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.	REGION
51.	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.	REGION
52.	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.	REGION
53.	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 his designate.	REGION
54.	Daylight triangles measuring 15 metres along Steeles Avenue (Regional Road 8) and 15 metres along the Centre Access (Street A) across from Cleve Court 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	REGION

	Services or his designate.	
55.	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.	REGION
56.	Prior to final approval, the Owner must verify with Halton's Development Project Manager that sufficient servicing capacity exists to accommodate this development.	REGION
57.	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.	REGION
58.	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.	REGION
59.	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.	REGION
60.	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.	REGION
61.	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.	REGION
62.	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.	REGION
63.	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	REGION



	have been obtained and notices given to all public utilities.	
64.	<p>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:</p> <ul style="list-style-type: none"> <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> <li>b) during and post construction and for a minimum of one year following the completion of construction - monitor a representative number of wells within the study area as determined by a hydrogeologist; and,</li> <li>c) the Owner shall resolve all claims of well interruption due to the construction of municipal services to the satisfaction of Halton Region's Development Project Manager.</li> </ul>	REGION
65.	That prior to final approval, the Owner obtain water and wastewater servicing permits from Halton Region, 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.	REGION
<b>CONSERVATION HALTON (CH)</b>		
<i>Prior to Pre-Grading or Pre-Servicing:</i>		
66.	That the Owner submits grading plans for all lots and blocks that back onto the stormwater management block to the satisfaction of Conservation Halton and the Town of Halton Hills.	CH / ENGINEERING
67.	That the Owner prepares and implements a report outlining erosion and siltation controls measures required prior to and during the construction of 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.	CH / ENGINEERING
68.	That the Owner obtains a Permit from Conservation Halton, pursuant to Ontario Regulation 162/06, for any site alteration within the regulated area associated with pre-grading or pre-servicing.	CH
<i>Prior to Registration:</i>		
69.	That the Owner obtains a Permit from Conservation Halton, pursuant to Ontario Regulation 162/06, for any development or site alteration within the regulated area including, but not necessarily limited to, placement or excavation of fill, grading, stormwater outfalls, watercourse alterations or realignments, and watercourse crossings.	CH
70.	That the Owner revises/updates the Functional Stormwater Management Report to reflect all comments from the Town of Halton Hills and 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 Hills and Conservation Halton.	CH / ENGINEERING
71.	That the Owner prepares and submits a Functional Servicing Report	CH /

	and Stormwater Management Plan in accordance with the approved Subwatershed Impact Study to the satisfaction of Conservation Halton and the Town of Halton Hills.	ENGINEERING
72.	That the Owner designs, constructs or provides adequate securities through the Subdivision Agreement for satisfactory completion of all 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 and operational.	CH / ENGINEERING
73.	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 Hills and Conservation Halton in accordance with the Town of Halton Hill's 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.	CH / ENGINEERING / REC & PARKS
74.	That the Owner pays any outstanding review fees to Conservation Halton, 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.	CH
75.	That the Owner submits the final clearance fee to Conservation Halton, 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.	CH
<i>Closing Conditions</i>		
76.	Prior to the signing of the final plan the Director of Planning Services shall be advised by the Conservation Halton that their conditions have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.	CH
<i>Subdivision Agreement</i>		
77.	That the Owner agrees that native non-invasive species shall be planted in accordance Conservation Halton Landscaping Guidelines for lands adjacent to the stormwater management facilities block and for all lands within Conservation Halton's regulated area.	CH
78.	That the Owner agree to implement the Monitoring and Adaptative Management Plan as per the approved Subwatershed Impact Study to the satisfaction of the Town of Halton Hills and Conservation Halton for the stormwater management plan.	CH / ENGINEERING
79.	That the Owner agrees to submit monthly (or after significant rainfall equal or greater than 10mm or snowmelt events) sediment and erosion control reports during construction to the satisfaction of Conservation Halton and the Town of Halton Hills.	CH / ENGINEERING
80.	That the Owner ensures that there are no in-water works undertaken during the fisheries window as defined by the Ministry of Natural Resources and Forestry (MNRF) and Conservation Halton.	CH
81.	That the Owner agrees that no fill from the site may be dumped on or	CH

	off-site in an area regulated by a Conservation Authority without the prior written permission of the appropriate Conservation Authority.	
82.	That the Owner agrees to not stockpile fill within Conservation Halton's regulated area without prior written approval on Conservation Halton.	CH
<b>TOWN OF MILTON</b>		
<i>Prior to Final Approval of the Plan</i>		
83.	The Owner agrees to <b>update the Stormwater Management Report</b> , as may be required, as a result of any change in the rate of development from the rate upon which the studies and reports were based, at the sole cost of the Owner, to the Satisfaction of Town of Milton.	TOWN OF MILTON
84.	The Owner agrees to <b>incorporate conveyance of external storm drainage</b> from the Town of Milton lands, through the subject site, to the satisfaction of the Town of Milton.	TOWN OF MILTON
<i>Prior to Site Alteration and/or Servicing</i>		
85.	The Owner agrees to <b>implement the recommendations from the reports submitted in support of draft plan approval, into the detailed design process</b> , at the sole cost of the Owner, to the satisfaction of the Town of Milton. All reports and studies must conform to the Draft Plan of Subdivision, noted in these conditions of draft approval.	TOWN OF MILTON
86.	The Owner agrees to have <b>prepared by a qualified consulting Engineer(s)</b> and submitted to the Town of Milton for approval, the following. <ul style="list-style-type: none"> <li>a) <b>Detailed Stormwater Management Report</b>, in accordance with the approved Subwatershed Impact Study, to the satisfaction of the Town of Milton.</li> <li>b) <b>Erosion and Sediment Control Plan</b>, to provide recommendations for the control of erosion and siltation prior to and during all phases of construction and to address siltation and erosion control issues specific to the site, to the satisfaction of the Town of Milton.</li> <li>c) <b>Archaeological Assessment</b> shall be carried out to mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archaeological resources found. The Owner agrees that no grading or other soil disturbances shall take place on lands owned by the Town of Milton prior to receiving written confirmation from the Ministry of Tourism, Culture and Sport that all archaeological resource concerns have met the licensing and resource conservation requirements.</li> </ul>	TOWN OF MILTON
87.	The Owner agrees to have prepared by a qualified Engineer and submitted to Town of Milton for approval, a <b>Detailed Engineering Submission</b> . Engineering drawings shall reflect the recommendations of all reports and studies requested in support of draft plan approval.	TOWN OF MILTON

88.	The Owner agrees to install a snow fence along the common lot line between Blocks 1 and 2 and the Town of Milton lands, prior to the commencement of site works to the satisfaction of the Town of Milton and that the <b>snow fence</b> shall remain in place until such time as directed otherwise by Town of Milton.	TOWN OF MILTON
89.	The Owner agrees that <b>no material, including topsoil, shall be stored or stock piled</b> on any lands owned by the Town of Milton.	TOWN OF MILTON
<i>Prior to Assumption</i>		
90.	The Owner agrees to install a <b>1.5 m high black vinyl coated chain link fence</b> , in accordance with the provisions included in the Town of Milton Engineering and Parks Standards manual, to the satisfaction of the Town of Milton, along mutual lot lines between Blocks 1 and 2 and the Town of Milton lands. The fence shall be constructed 0.1 m on the Town of Milton lands to control gate access or encroachment into these areas. The Owner agrees to maintain and repair the chain link fence, at their sole cost, until assumption of the subdivision by the Town Halton Hills. Further, the Owner agrees, prior to assumption of the subdivision, to provide the Town of Milton with a legal survey of the constructed chain link fence location, to the satisfaction of the Town of Milton.	TOWN OF MILTON
91.	The Owner agrees to <b>submit “as constructed” drawings</b> , printed on mylar and on computer disc in a format suitable for use with the Town of Milton’s GIS system.	TOWN OF MILTON
<i>Warning Clause</i>		
92.	“Purchasers and/or tenants of Blocks 1 and 2 are advised that the Town of Milton will be a commenting agency through the site plan approval process for Blocks 1 and 2.”	TOWN OF MILTON
<b>CANADA POST</b>		
93.	The owner/developer will consult with Canada Post to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.	CANADA POST
94.	The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.	CANADA POST
95.	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.	CANADA POST
96.	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.	CANADA POST
97.	The owner/developer will communicate to Canada Post the	CANADA POST

	excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.	
98.	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.	CANADA POST
99.	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 Mailbox locations; and further, advise any affected tenants/owners of any established easements granted to Canada Post.	CANADA POST
100.	The owner/developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any unit sales with specific clauses in the Purchase offer, on which the unit tenants/owners do a sign off.	CANADA POST
<i>Multi-Unit Commercial Building(s): In order to provide mail service to the commercial building(s) for this development, Canada Post requests that the owner/developer comply with the following conditions:</i>		
101.	The owner/developer will provide each building with its own centralized mail receiving facility. This lock-box assembly must be provided and maintained by the Owner/Developer in order for Canada Post to provide mail service to the residents of this project. <u>For any building where there are one hundred or more units, a secure, rear-fed mailroom must be provided.</u>	CANADA POST
102.	The owner/developer agrees to provide Canada Post with access to any locked doors between the street and the lock-boxes via the Canada 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 retro-fitted with a Canada Post deadbolt cylinder.	CANADA POST
<b>HALTON HILLS HYDRO</b>		
103.	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. Location and method of servicing is at the sole discretion of Halton Hills Hydro.	HALTON HILLS HYDRO
104.	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 applicant.	HALTON HILLS HYDRO
105.	The applicant is required to complete the necessary requirements to obtain a Registered Subdivision Agreement with Halton Hills Hydro.	HALTON HILLS HYDRO
<b>BELL CANADA</b>		
106.	The Owner shall indicate in the Agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for	BELL CANADA

	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.	
<b>CLEARANCES</b>		
107.	That prior to Final Plan Approval, <b>Halton Region</b> advises the Town of Halton Hills that conditions 48 to 65 have been satisfied.	HALTON REGION
108.	That prior to Final Plan Approval, <b>Conservation Halton</b> advises the Town of Halton Hills that conditions 66 to 82 have been satisfied.	CH
109.	That prior to Final Plan Approval, the <b>Town of Milton</b> advises the Town of Halton Hills that conditions 83 to 92 have been satisfied.	TOWN OF MILTON
110.	That prior to Final Plan Approval, the <b>Canada Post Corporation</b> advises the Town of Halton Hills that conditions 93 to 102 have been satisfied.	CANADA POST
111.	That prior to Final Plan Approval, <b>Halton Hills Hydro</b> advises the Town of Halton Hills that conditions 103 to 105 have been satisfied.	HALTON HILLS HYDRO
112.	That prior to Final Plan Approval, <b>Bell Canada</b> advises the Town of Halton Hills that condition 106 has been satisfied.	BELL CANADA
<b>TIMEFRAME</b>		
113.	That the Owner agrees that draft approval shall lapse three (3) years from the date of issuance of draft approval by the Town of Halton Hills. Any extension after the initial 3 year period is contingent upon a review and possible revision to the Conditions of Draft Plan Approval to ensure that they remain current and reflect best practices.	GENERAL - ALL
<b>NOTES</b>		
114.	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 <a href="http://www.halton.ca/developmentcharges">www.halton.ca/developmentcharges</a> to obtain the most current development charge information, which is subject to change.	REGION
115.	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 <a href="mailto:archaeology@ontario.ca">archaeology@ontario.ca</a> ). In the event that human remains are encountered during construction, the proponent should immediately contact the appropriate authorities (police or coroner) and all soil disturbance must stop to allow the authorities to investigate and the Registrar of Cemeteries to be consulted.	REGION
116.	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.	REGION
117.	The applicant shall comply with the Region's current construction and design standards as stated in the Region's Development Engineering	REGION

	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.	
118.	The Owner is required to fund and undertake all infrastructure works required for storm water drainage improvements and upgrades to Steeles Avenue 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.	REGION
119.	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.	REGION
120.	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.	CANADA POST
121.	Enhanced Community Mailbox Sites with roof structures will require additional documentation as per Canada Post Policy.	CANADA POST
122.	There will be no more than one mail delivery point to each unique address assigned by the Municipality.	CANADA POST
123.	Any existing postal coding may not apply, the owner/developer should contact Canada Post to verify postal codes for the project.	CANADA POST
124.	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.	BELL CANADA
125.	<p>The Developer is hereby advised that prior to commencing any work, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is available. In the event that such infrastructure is unavailable, the Developer shall be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure.</p> <p>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).</p>	BELL CANADA
126.	Union Gas indicates that they have existing gas mains along Steeles Avenue East in front of the subject property.	UNION GAS